

City Commission

Enid Weisman, Mayor

Robert Shelley, Vice Mayor
Enbar Cohen, Commissioner
Teri Holzberg, Commissioner
Denise Landman, Commissioner
Marc Narotsky, Commissioner
Howard Weinberg, Commissioner



City Manager

Eric M. Soroka, ICMA-CM

City Clerk

Ellisa L. Horvath, MMC

City Attorney

Weiss Serota Helfman
Cole & Bierman

CITY COMMISSION MEETING AGENDA

APRIL 5, 2016

6:00 p.m.

**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:**
 - “State of the City” – Mayor Weisman
- 5. CONSENT AGENDA:** Matters included under the Consent Agenda are self-explanatory and are not expected to require discussion or review. Items will be enacted by one motion. If discussion is desired by any member of the Commission, that item must be removed from the Consent Agenda and considered separately. If the public wishes to speak on a matter on the consent agenda they must inform the City Clerk prior to the start of the meeting. They will be recognized to speak prior to the approval of the consent agenda.
 - A. APPROVAL OF MINUTES:**
 - March 1, 2016 Commission Regular Meeting
 - March 17, 2016 Commission Workshop Meeting
 - B. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA DECLARING CERTAIN PROPERTY LISTED UNDER THE ASSETS OF THE CITY AS SURPLUS TO THE NEEDS OF THE CITY; DESCRIBING THE MANNER OF DISPOSAL; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.**

- C. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, AUTHORIZING THE CITY MANAGER ON BEHALF OF THE CITY TO EXECUTE AND OTHERWISE ENTER INTO THE ATTACHED MUTUAL AID AGREEMENT BETWEEN THE CITY OF AVENTURA AND THE TOWN OF MEDLEY FOR LAW ENFORCEMENT ACTIVITIES; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.**
- D. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA AUTHORIZING THE CITY MANAGER TO EXECUTE AND OTHERWISE ENTER INTO AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF AVENTURA AND MIAMI-DADE COUNTY RELATING TO USE OF THE AUTOMATED FINGERPRINT IDENTIFICATION SYSTEM (AFIS); AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY 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 AUTHORIZING THE CITY MANAGER TO EXECUTE THE REVISED ICMA 401 PLAN ADOPTION AGREEMENTS AND TRANSMIT SAME TO THE ICMA RETIREMENT CORPORATION; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.**

6. RESOLUTIONS – PUBLIC INPUT:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, SUPPORTING THE DEVELOPMENT AND CONSTRUCTION OF AN IPREP HIGH SCHOOL FOR 500 STUDENTS ON VACANT LANDS ON THE GROUNDS OF HIGHLAND OAKS MIDDLE SCHOOL IN NORTHEAST MIAMI-DADE COUNTY, FLORIDA; URGING THE MIAMI-DADE COUNTY PUBLIC SCHOOLS BOARD TO CONSTRUCT PERMANENT CLASSROOMS FOR THE MAST ACADEMY AT FLORIDA INTERNATIONAL UNIVERSITY IN NORTH MIAMI; PROVIDING FOR DISTRIBUTION; PROVIDING IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

7. ORDINANCES - FIRST READING/PUBLIC HEARINGS:

AN ORDINANCE OF THE CITY OF AVENTURA, FLORIDA, PROVIDING FOR THE SUBMISSION TO THE ELECTORS OF A PROPOSED AMENDMENT TO CITY CHARTER SECTION 7.06 "CHARTER REVISION", REVISING CHARTER AMENDMENT ELECTION TIMING PROCEDURES APPLICABLE TO THE PERIODIC CHARTER REVIEW PROCESS; PROVIDING REQUISITE BALLOT LANGUAGE FOR SUBMISSION TO THE ELECTORATE; CALLING A SPECIAL ELECTION ON THE PROPOSED AMENDMENT TO THE CITY CHARTER TO BE HELD ON TUESDAY, THE 8TH DAY OF NOVEMBER 2016, IN CONJUNCTION WITH THE GENERAL ELECTION BEING HELD ON SAID DATE; PROVIDING NOTICE OF ELECTION; PROVIDING FOR ELECTION PROCEDURE; PROVIDING FOR INCLUSION IN THE CHARTER; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

8. ORDINANCES - SECOND READING/PUBLIC HEARINGS:

- A. AN ORDINANCE OF THE CITY OF AVENTURA, FLORIDA AMENDING ARTICLE VIII., SECTION 31-171, "OFF-STREET PARKING, LOADING AND DRIVEWAY STANDARDS", OF CHAPTER 31 "LAND DEVELOPMENT REGULATIONS" OF THE CITY CODE BY AMENDING SECTION 31-171(a)(6)d. TO ADD MINIMUM WIDTHS FOR ONE-WAY AND TWO-WAY DRIVE AISLES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.
- B. AN ORDINANCE OF THE CITY OF AVENTURA, FLORIDA, AMENDING CHAPTER 14, "BUILDINGS AND BUILDING REGULATIONS", ARTICLE VI., "GREEN BUILDING PROGRAM" TO ADD CLARIFICATION TO SECTION 14-115, INCENTIVES AND BONUSES; AGREEMENT AND BOND REQUIREMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.
- C. AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, AMENDING ORDINANCE NO. 2015-09 WHICH ORDINANCE ADOPTED A BUDGET FOR THE 2015/2016 FISCAL YEAR BY REVISING THE 2015/2016 FISCAL YEAR OPERATING AND CAPITAL BUDGET AS OUTLINED IN EXHIBIT "A" ATTACHED HERETO; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA GRANTING CONDITIONAL USE APPROVAL PURSUANT TO SECTION 31-144(c)(2) I. AND m. OF THE CITY CODE TO ALLOW LOT COVERAGE OF 42.23% WHERE MAXIMUM LOT COVERAGE OF 40% IS PERMITTED BY CODE AND TO ALLOW FLOOR AREA RATIO OF 1.93 WHERE MAXIMUM FLOOR AREA RATIO OF 1.61 IS PERMITTED BY CODE, BOTH FOR A HOTEL DEVELOPMENT IN THE COMMUNITY BUSINESS (B2) DISTRICT, TO BE CONSTRUCTED PURSUANT TO THE CITY'S GREEN BUILDING PROGRAM, LOCATED AT 2875 NE 191 STREET, CITY OF AVENTURA; PROVIDING FOR AN EFFECTIVE DATE.

10. RESOLUTIONS – PUBLIC HEARINGS: None

11. REPORTS

12. PUBLIC COMMENTS

13. OTHER BUSINESS: None

14. ADJOURNMENT

FUTURE MEETINGS*

**COMMISSION MEETING AND WORKSHOP – APRIL 28, 2016 AT 9 AM
EXECUTIVE CONFERENCE ROOM (5TH FLOOR)**

**COMMISSION MEETING – MAY 3, 2016 AT 6 PM
COMMISSION CHAMBER**

**COMMISSION WORKSHOP – MAY 19, 2016 AT 9 AM
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.

1. **CALL TO ORDER/ROLL CALL:** The meeting was called to order by Mayor Enid Weisman at 6:09 p.m. The roll was called and the following were present: Mayor Weisman, Vice Mayor Robert Shelley, Commissioner Enbar Cohen, Commissioner Teri Holzberg, Commissioner Denise Landman, Commissioner Marc Narotsky, 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 cited at the Local Planning Agency Meeting.
3. **AGENDA: REQUESTS FOR DELETIONS/EMERGENCY ADDITIONS:** None.
4. **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 Vice Mayor Shelley, seconded by Commissioner Holzberg, and passed unanimously by roll call vote. The following action was taken:

A. Minutes were approved as follows:

- February 2, 2016 Commission Regular Meeting
- February 17, 2016 Commission Workshop Meeting

B. Resolution No. 2016-15 was adopted as follows:

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

C. Resolution No. 2016-16 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.

D. Resolution No. 2016-17 was adopted as follows:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA AUTHORIZING THE CITY MANAGER TO EXECUTE THE ATTACHED JUSTICE ASSISTANCE GRANT APPLICATION WITH THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT IN THE AMOUNT OF \$10,000; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

E. Motion was approved as follows:

MOTION AUTHORIZING THE APPROPRIATION OF UP TO \$56,900 FOR MOBILE LICENSE PLATE READER/SPEED LIMIT NOTIFICATION TRAILER, SCREENING FOR K-9 TRAINING AREA AND FUNDS TO COMPLETE PHASE 1 OF THE IN CAR VIDEO PROJECT FROM THE FEDERAL POLICE FORFEITURE FUNDS IN ACCORDANCE WITH THE CITY MANAGER'S MEMORANDUM.

F. Resolution No. 2016-18 was adopted as follows:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA PROVIDING FOR ACCEPTANCE OF EASEMENT DEDICATION FROM TURNBERRY TOWERS CONDOMINIUM ASSOCIATION, INC. TO THE CITY OF AVENTURA TO INSTALL AND MAINTAIN SIDEWALK ON THE EAST SIDE OF TURNBERRY WAY; AUTHORIZING THE CITY MANAGER TO OBTAIN AND EXECUTE INSTRUMENTS CONCERNING DEDICATION; AUTHORIZING ACCEPTANCE OF DEDICATION; AND PROVIDING FOR EFFECTIVE DATE.

G. Motion was approved as follows:

MOTION TO ACCEPT FOR FILING OF THE COMPREHENSIVE ANNUAL FINANCIAL REPORT (CAFR) FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2015 AND THE LETTER DATED FEBRUARY 16, 2016 ATTACHED HERETO AS ATTACHMENT A.

H. Resolution No. 2016-19 was adopted as follows:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA AWARDED AND LETTING A BID/CONTRACT FOR RFP NO. 16-02-10-2, SCHOOL UNIFORMS, TO CHAI TEES, LLC 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.

5. ZONING HEARINGS: QUASI-JUDICIAL PUBLIC HEARINGS:

Mayor Weisman recused herself from voting on Item 5 due to a conflict and left the meeting.¹ It was previously noted that Mayor Weisman serves on the Board of Trustees for the Applicant of the item, as noted in the staff report (January 6, 2015 Commission Meeting).

Vice Mayor Shelley presided over the meeting.

Mr. Wolpin reviewed the quasi-judicial procedures and read the following Resolution by title:

RESOLUTION – PUBLIC HEARING:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA GRANTING APPROVAL OF VARIANCE TO SECTION 31-144(f)(4)d. OF THE CITY CODE TO ALLOW OPEN SPACE OF 21.8% WHERE A MINIMUM 33% IS REQUIRED BY CODE; AND MODIFICATION OF THE VARIANCE TO SECTION 31-144(f)(4)d. OF THE CITY CODE GRANTED THROUGH RESOLUTION NO. 2002-07 TO ALLOW A FLOOR AREA RATIO OF 1.38 WHERE A FLOOR AREA RATIO OF 1.35 WAS GRANTED THROUGH RESOLUTION NO. 2002-07 AND MAXIMUM FLOOR AREA RATIO PERMITTED BY CODE IS 1.28, FOR AN EXPANSION TO THE AVENTURA HOSPITAL AT 20900 BISCAYNE BOULEVARD, CITY OF AVENTURA; AND PROVIDING FOR AN EFFECTIVE DATE.

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

A motion for approval was offered by Commissioner Cohen and seconded by Commissioner Narotsky.

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

Vice Mayor Shelley opened the public hearing.

The following individual addressed the Commission representing the Applicant: Michael D. Hunkler, P.E. - Gresham, Smith and Partners (1400 Nashville City Center, 511 Union Street, Nashville, TN).

There being no further speakers, the public hearing was closed.

The motion for approval passed unanimously by roll call vote, with Mayor Weisman absent, and **Resolution No. 2016-20** was adopted.

Mayor Weisman returned and presided over the meeting.

¹ The Memorandum of Voting Conflict for Mayor Weisman is incorporated into the minutes, per the attached.

6. SPECIAL PRESENTATIONS:

- **Presentation of Key to the City to Robert Swedroe:** Mayor Weisman and members of the Commission presented Mr. Swedroe with a key to the City, pursuant to the motion approved at the September 1, 2015 Commission Meeting.

7. ORDINANCES - FIRST READING – PUBLIC HEARINGS:

Mr. Wolpin read the following Ordinance by title:

- A. AN ORDINANCE OF THE CITY OF AVENTURA, FLORIDA AMENDING ARTICLE VIII., SECTION 31-171, “OFF-STREET PARKING, LOADING AND DRIVEWAY STANDARDS”, OF CHAPTER 31 “LAND DEVELOPMENT REGULATIONS” OF THE CITY CODE BY AMENDING SECTION 31-171(a)(6)d. TO ADD MINIMUM WIDTHS FOR ONE-WAY AND TWO-WAY DRIVE AISLES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.**

The staff report and testimony provided at the Local Planning Agency Meeting were incorporated into the record by reference.

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

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

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

Mr. Wolpin read the following Ordinance by title:

- B. AN ORDINANCE OF THE CITY OF AVENTURA, FLORIDA, AMENDING CHAPTER 14, “BUILDINGS AND BUILDING REGULATIONS”, ARTICLE VI., “GREEN BUILDING PROGRAM” TO ADD CLARIFICATION TO SECTION 14-115, INCENTIVES AND BONUSES; AGREEMENT AND BOND REQUIREMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

Community Development Director Joanne Carr addressed the Commission and entered the staff report into the record, which recommended approval.

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

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

Mr. Wolpin read the following Ordinance by title:

- C. AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, AMENDING ORDINANCE NO. 2015-09 WHICH ORDINANCE ADOPTED A BUDGET FOR THE 2015/2016 FISCAL YEAR BY REVISING THE 2015/2016 FISCAL YEAR OPERATING AND CAPITAL BUDGET AS OUTLINED IN EXHIBIT "A" ATTACHED HERETO; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Mr. Soroka reviewed the Ordinance.

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

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

8. ORDINANCES - SECOND READING/PUBLIC HEARINGS:

Mr. Wolpin read the following Ordinance by title:

- A. AN ORDINANCE OF THE CITY OF AVENTURA, FLORIDA AMENDING DIVISION 6 "ARTS IN PUBLIC PLACES ADVISORY BOARD" OF ARTICLE III "ADVISORY BOARDS" OF CHAPTER 2 "ADMINISTRATION" OF THE CITY CODE OF THE CITY OF AVENTURA, FLORIDA; REVISING COMPOSITION AND DUTIES OF THE BOARD; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

The motion for approval of the Ordinance on second and final reading passed unanimously, by roll call vote, and **Ordinance No. 2016-02** was adopted.

Mr. Wolpin read the following Ordinance by title:

- B. AN ORDINANCE OF THE CITY OF AVENTURA, FLORIDA; AMENDING THE CITY CODE BY AMENDING CHAPTER 30 "ENVIRONMENT", BY AMENDING ARTICLE VI "PROPERTY MAINTENANCE"; AT SECTION 30-191 "PROPERTY MAINTENANCE", BY REVISING PARAGRAPH (B)(6) THEREOF TO REQUIRE ENHANCED DRAINAGE AT PARKING LOTS ON

COMMERCIAL PROPERTIES AND ON PAVED AREAS OF SUCH COMMERCIAL PROPERTIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; PROVIDING FOR PENALTY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

Mr. Soroka explained the code enforcement process.

The motion for approval of the Ordinance on second and final reading passed unanimously, by roll call vote, and **Ordinance No. 2016-03** was adopted.

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

10. **REPORTS:**

Commissioner Landman invited residents to attend Movie Night on March 5th and the Arts, Crafts & Jazz Festival on March 12th.

Commissioner Weinberg provided an update on his monitoring of condominium specific legislation in Tallahassee.

Mayor Weisman discussed the Arts, Crafts, and All That Jazz event featuring Nestor Torres on March 12th. She encouraged everyone to vote and noted that early voting had started at the library branch in Aventura.

11. **PUBLIC COMMENTS:** The following members of the public provided comments: Mark Blumstein (One Turnberry Place, Suite 411, 19495 Biscayne Boulevard, Aventura).

12. **OTHER BUSINESS:** None.

13. **ADJOURNMENT:** There being no further business to come before the Commission, a motion to adjourn was offered by Commissioner Holzberg, seconded by Commissioner Landman, and unanimously approved; thus adjourning the meeting at 7:02 p.m.



Ellisa L. Horvath, MMC, City Clerk

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Enid Weisman, Mayor of the City of Aventura, hereby disclose that on March 1, 20 16.

(a) A measure came or will come before my agency which (check one)

- inured to my special private gain or loss;
- inured to the special gain or loss of my business associate, _____;
- inured to the special gain or loss of my relative, _____;
- inured to the special gain or loss of Miami Beach Healthcare Group, Ltd. d/b/a Aventura Hospital and Medical Center (the "Hospital"), by ~~whom I am retained~~; or
- inured to the special gain or loss of _____, which is the parent organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

The measure was a quasi-judicial variance to allow open space requirements smaller than allowed by City Code and to allow a lower floor area ratio than allowed by Code, as described in the Commission Meeting Agenda - Item 5. I serve as Chair of the Board of Trustees for the Hospital. I have edited the form above, since I am not actually retained by the Hospital. I serve as a non-compensated volunteer for the Hospital Board of Trustees. I disclosed the voting conflict and absented myself from the Commission meeting room for the item and did not participate or vote thereon.

3/1/16
Date Filed

[Signature]
Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.



**CITY COMMISSION
WORKSHOP MEETING MINUTES
MARCH 17, 2016
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 Robert Shelley, Commissioner Teri Holzberg, Commissioner Denise Landman, Commissioner Marc Narotsky, Commissioner Howard Weinberg, City Manager Eric M. Soroka, City Clerk Ellisa L. Horvath, and City Attorney David M. Wolpin. Commissioner Enbar Cohen was absent. As a quorum was determined to be present, the meeting commenced.

1. PROPOSED CHARTER AMENDMENT – CHARTER REVISION PROCESS

(City Manager): Mr. Soroka recommended that the Commission consider adopting an Ordinance to present to the electors at the November 8, 2016 general election, with a proposed Charter amendment that future proposed amendments arising from the Charter Revision Commission process be submitted to electors at the next scheduled general election, in the November following the date the Revision Commission meets. The purpose would be to alleviate the need for a special election and associated costs, as a result of Charter amendments recommended by the Charter Revision Commission.

City Manager Summary: It was the consensus of the City Commission to proceed with placing an Ordinance on the Commission Meeting Agenda.

2. HOSPITAL DISTRICT OVERVIEW (City Manager): Mr. Soroka and Community Development Director Joanne Carr explained the Land Development Code for the Medical Office (MO) District, west of Biscayne Boulevard. The Commission was presented with options to encourage development in the north district. The effects of the different options were discussed including income, density, and traffic, in addition to the cost for the City to own it.

City Manager Summary: It was the consensus of the City Commission that this item be discussed in the future, after additional information is available.

3. EMAIL POLICY (Mayor Weisman): Mayor Weisman requested that the current email policy be amended to allow Commission members with the option to directly receive and respond to their emails, in lieu of it being forwarded/sent by the City Clerk.

Mr. Soroka explained the options for amending the policy, as outlined in the agenda.

Mayor Weisman acknowledged that former Senator Ron Silver was in attendance.

City Manager Summary: It was the consensus of the City Commission to allow Commission members with the option to receive/respond to their emails directly. Commission members, so long as the recommended guidelines are adhered to, will notify Mr. Soroka if they would like to do so.

4. POLICY GOAL/PRIORITIES UPDATE (City Manager): Mr. Soroka reviewed a PowerPoint providing the status and accomplishments associated with the Commission Goals/Priorities adopted in February 2015.

Mr. Wolpin will follow up with the request for an Attorney General opinion on City regulations for drones, since the legislative session has ended.

City Manager Summary: No action necessary.

The following additional items were discussed:

Mayor Weisman discussed recent events held in the City and the importance of the Commission attending them. Mayor Weisman also discussed the consideration of a requirement for Committee members to attend events that they have recommended to the Commission, which will be discussed at another time.

Mr. Soroka noted that the November Commission Meeting will be changed to November 1, 2016, to alleviate coinciding with Election Day (November 8th).

Mr. Soroka reported that an App for the City's bus service will be available in April.

Mr. Soroka noted that the Police Department would be hosting an active shooter seminar for residents and he will provide the Commission with a date once it is scheduled.

5. ADJOURNMENT: There being no further business to come before the Commission, the meeting was adjourned by consensus at 10:31 a.m.

Ellisa L. Horvath, MMC, City Clerk

Approved by the Commission on April 5, 2016

CITY OF AVENTURA
OFFICE OF THE CITY MANAGER

MEMORANDUM

TO: City Commission

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

DATE: March 4, 2016

SUBJECT: **Resolution Declaring Equipment Surplus**



April 5, 2016 City 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. 2016-__

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

PASSED AND ADOPTED this 5th day of April, 2016.

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: 25 February 2016

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:

See attached memo and list of bicycles requested to be surplus.

Major Wm. "Skip" Washa, Jr.

APPROVED

FEB 4 2016

APPROVED

2/4/16

CITY OF AVENTURA

POLICE DEPARTMENT

MEMORANDUM

TO: Major Washa
FROM: Capt. M. Mauer *mm*
SUBJECT: Surplus of bikes
DATE February 03, 2016

The following two bikes were converted to City Use by CSU. On 7-20-15 the bikes were returned by CSU.

Request that the two bikes be surplus.

1. Black Mongoose boys bike.
2. Black , Red and White boys bike.

All paper work is attached.

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

TO: Eric M. Soroka, City Manager

FROM: ~~Eric M. Soroka~~
Steven Steinberg, Chief of Police

DATE: 9 March 2016

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:

3142	2FABP7BV3BX123713	Crown Victoria
2695	1GNDV23L36D238938	Chevrolet Uplander
2892	2G1WB58K881241241	Chevrolet Impala

CITY OF AVENTURA

OFFICE OF THE CITY MANAGER

MEMORANDUM

TO: City Commission

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

DATE: March 16, 2016

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



April 5, 2016 City Commission Meeting Agenda Item 5C

RECOMMENDATION

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

BACKGROUND

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

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

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

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

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

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

EMS/act

Attachment

CCO1934-16

RESOLUTION NO. 2016-__

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

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

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

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

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

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

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

PASSED AND ADOPTED this 5th day of April, 2016.

MAYOR ENID WEISMAN

ATTEST:

ELLISA L. HORVATH, MMC
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

CITY ATTORNEY

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

This Voluntary Cooperation and Operational Assistance Mutual Aid Agreement is made as of this ____ day of _____, 2016, by and between the TOWN OF MEDLEY, FLORIDA, a Florida municipal corporation, having its principal office at 7777 NW 72 Avenue, Medley, Florida 33166, and the CITY OF AVENTURA, FLORIDA, a Florida municipal corporation having its principal office at 19200 West Country Club Drive, Aventura, Florida 33180, and states as follows:

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

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

WHEREAS, the Town of Medley and the City of Aventura are so located in relation to each other that it is in the best interest and advantage of each to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to:

- (1) Continuing, multi-jurisdictional criminal activity, so as to protect the public peace and safety, and preserve the lives and property of the people; and

- (2) Intensive situations including, but not limited to, natural or manmade disasters or emergencies as defined under Section 252.34, Florida Statutes; and
- (3) Joint provision of certain law enforcement services specified herein and allowed pursuant to Florida Statute 166.0495; and

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

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

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

SECTION 1: PROVISIONS FOR VOLUNTARY COOPERATION

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

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

example, to or from court, or at any time when the officer is within the territorial limits of his or her jurisdiction.

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

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

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

SECTION II: PROVISIONS FOR OPERATIONAL ASSISTANCE

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

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

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

SECTION III: PROCEDURE FOR REQUESTING OPERATIONAL ASSISTANCE

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

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

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

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

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

SECTION IV: COMMAND AND SUPERVISORY RESPONSIBILITY

a. COMMAND:

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

b. CONFLICTS:

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

c. HANDLING COMPLAINTS:

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

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

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

SECTION V: LIABILITY

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

SECTION VI: POWERS, PRIVILEGES, IMMUNITIES AND COSTS

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

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

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

d. The political subdivision furnishing aid pursuant to this agreement shall compensate its employees during the time of the rendering of aid and shall defray (provide for the payment of) the actual travel and maintenance expenses of its employees while they are rendering aid, including any amounts paid or due for compensation for personal injury or death while its employees are rendering aid.

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

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

SECTION VII: FORFEITURES

It is recognized that during the course of the operation of this agreement, property subject to forfeiture under Sections 932.701- 932.707, Florida Statutes, known as the "Florida Contraband Forfeiture Act," may be seized. The property shall be seized, forfeited, and equitably distributed among the participating agencies in proportion to the amount of investigation and participation performed by each agency pursuant of the provisions of the "Florida Contraband Forfeiture Act."

SECTION VIII: INSURANCE

Each political subdivision shall provide, upon request, satisfactory proof of liability insurance by one or more of the means specified in Section 768.28, Florida Statutes, in an

amount which is, in the judgment of the governing body of that political subdivision, at least adequate to cover the risk to which that party may be exposed. Should the insurance coverage, however provided, of any party be canceled or undergo material change, that party shall notify all parties to this agreement of such change within ten (10) days of receipt of the notice or actual knowledge of such change.

SECTION IX: EFFECTIVE DATE

This agreement shall take effect upon execution and approval by the hereinafter named officials and shall continue in full force and effect until _____, 2020. Under no circumstances may this agreement be renewed, amended or extended except in writing.

SECTION X: CANCELLATION

Either party may cancel its participation in this agreement upon delivery of written notice to the other political subdivision.

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

AGREED AND ACKNOWLEDGED this _____ day of _____, 2016.



ROBERTO MARTELL
Town Mayor
Town of Medley, Florida
Date: 3-7-2016

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

ATTEST:

ATTEST:

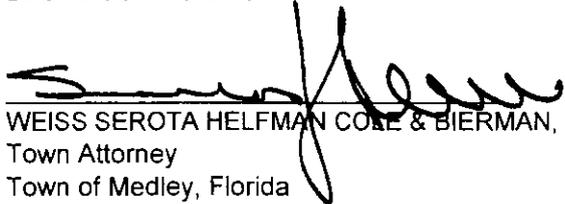


HERLINA TABORDA
Town Clerk
Town of Medley, Florida

ELLISA L. HORVATH, MMC
City Clerk
City of Aventura, Florida

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:



WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
Town Attorney
Town of Medley, Florida

WEISS SEROTA HELFMAN COLE
& BIERMAN, P.L.
City Attorney
City of Aventura, Florida



JEANETTE SAID-JINETE
Chief of Police
Town of Medley, Florida

STEVE STEINBERG
Chief of Police
City of Aventura, Florida

CITY OF AVENTURA
OFFICE OF THE CITY MANAGER

MEMORANDUM

TO: City Commission

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

DATE: March 29, 2016

SUBJECT: **Resolution Authorizing Execution of Interlocal Cooperation Agreement with the County Regarding Automated Fingerprint Identification System (AFIS)**

April 5, 2016 City Commission Meeting Agenda Item 5D

RECOMMENDATION

It is recommended that the City Commission approve the attached Resolution authorizing the City Manager to execute the attached Interlocal Cooperation Agreement with the County Police Department for the use of the Automated Fingerprint Identification System (AFIS).

BACKGROUND

This Agreement provides access for our Police Department with the County Police Department to electronically send fingerprints and palm prints for purposes of criminal and/or civil identification. This is an integral component of identifying print evidence and for the identification of subjects in custody.

The Agreement has been reviewed by the City Attorney and Police Department.

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

EMS/act

Attachment

CCO1935-16

RESOLUTION NO. 2016-__

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA AUTHORIZING THE CITY MANAGER TO EXECUTE AND OTHERWISE ENTER INTO AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF AVENTURA AND MIAMI-DADE COUNTY RELATING TO USE OF THE AUTOMATED FINGERPRINT IDENTIFICATION SYSTEM (AFIS); AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. The City Manager is hereby authorized on behalf of the City of Aventura to execute and otherwise enter into an Interlocal Cooperation Agreement between the City of Aventura and Miami-Dade County relating to the use of the Automated Fingerprint Identification System (AFIS), in substantially the form as attached hereto.

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

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

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

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

PASSED AND ADOPTED this 5th day of April, 2016.

ENID WEISMAN, MAYOR

ATTEST:

ELLISA L. HORVATH, MMC
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

CITY ATTORNEY

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN MIAMI-DADE COUNTY AND
THE CITY OF AVENTURA
AUTOMATED FINGERPRINT IDENTIFICATION SYSTEM (AFIS)**

This Agreement is entered into by and between Miami-Dade County (MDC), a political subdivision of the State of Florida, (hereinafter referred to as the County), and its police department, the Miami-Dade Police Department (hereinafter referred to as the MDPD), and the City of Aventura, a municipal corporation organized and existing under the laws of the State of Florida and located in Miami-Dade County (hereinafter referred to as the Agency), and its police department, the Aventura Police Department, hereinafter referred to collectively as the Parties.

WHEREAS, the County and the Agency both desire to provide their citizens with the best possible use of the Automated Fingerprint Identification System (AFIS); and

WHEREAS, the MDPD operates an AFIS, which allows the Agency to electronically send fingerprints and palm prints to the AFIS for purposes of criminal and/or civil identification; and

WHEREAS, the Agency desires access to the AFIS as an integral component of identifying print evidence recovered from crime scenes and for the identification of subjects in custody operated by the MDPD and supported by the Forensic Services Bureau (FSB); and

NOW, THEREFORE, BE IT KNOWN that Miami-Dade County and the Agency, in consideration for mutual promises and covenants contained herein, agree to fully and faithfully abide by and be bound by the following terms and conditions:

1. PURPOSE

The County shall provide the Agency access to the MDPD AFIS. The Agency's users shall be given written permission to electronically submit fingerprint and/or palm print searches against the MDPD AFIS. Fingerprint and palm print search results will be sent back from the MDPD to

the Agency to facilitate the Agency's investigations and other law enforcement related activities requiring the use of the MDPD AFIS for such purposes as biometric information, criminal justice information, and criminal history information.

2. AFIS SERVICES

The MDPD Fingerprint Identification Section (FIS) is located within the Forensic Services Bureau (FSB) at MDPD Headquarters and is responsible for the criminal and civil identification of individuals through fingerprint and palm print identification services. The FIS is comprised of the Master File Unit, AFIS Unit, and Latent Unit and serves as the central site for the AFIS in the County. The AFIS captures, searches, and stores ten-print, palm print, and latent print minutiae and images, critical in identifying individuals who have been arrested and are associated with evidence recovered at crime scenes. Currently, the AFIS is connected and interfaced with many county entities including all MDPD District Stations, MDC Corrections and Rehabilitation Department, MDC Juvenile Services Department, and other state and local law enforcement agencies, such as the Florida Department of Law Enforcement (FDLE), the Aventura Police Department, the Hialeah Police Department, the Miami Police Department, the Miami Beach Police Department, and the Miami Gardens Police Department.

3. RESPONSIBILITIES OF THE AGENCY

The Agency agrees to:

- A. Coordinate with the MDPD and the Miami-Dade County Information Technology Department to determine the requirements for the Agency to acquire AFIS Services from the MDPD;
- B. Purchase equipment to operate independent AFIS computer terminals or livescans to access the MDPD AFIS. The purchase, installation, operation and maintenance of this equipment will be at the expense of the Agency. This includes all costs associated with the AFIS services such as necessary equipment, AFIS network connectivity, and re-occurring costs (i.e. maintenance);

- C. Assign a coordinator to serve as the primary contact person for the Agency use of AFIS. The Agency also agrees to notify the MDPD AFIS Supervisor immediately, in writing, of any changes to this primary contact person;
- D. Comply with all applicable federal, state, and local laws, regulations, rules and procedures deemed applicable by the County and the MDPD to access the AFIS and to operate the AFIS equipment. This includes any requirements set forth by the AFIS vendor MorphoTrak;
- E. Provide the MDPD Fingerprint Superintendent with necessary documentation for all Agency AFIS Users to determine eligibility and approve access to AFIS. For all Agency AFIS Users, this includes, but is not limited to, a resume, fingerprint training certificates, certification from the International Association for Identification (if applicable), and other requirements as may be necessary. Also, Agency AFIS Users are required to submit their fingerprints for search and retention in the MDPD AFIS database. Users who do not meet the stated qualifications will not be allowed access to AFIS;
- F. Retain and store individual AFIS user personal access code(s) from the MDPD AFIS Supervisor in a secure manner and immediately notify the MDPD Fingerprint Supervisor of any loss of assigned personal access codes which may compromise the integrity of the AFIS;
- G. Comply with MDPD requirement that MDPD authorized Agency AFIS Users are prohibited from allowing their AFIS user access code to be used by other personnel, including outside contractors;
- H. Send only criminal/civil biometric searches over and through the AFIS networks;
- I. Submit the best available quality of fingerprint and palm print images for search and/or retention in the MDPD AFIS database;
- J. Ensure that anti-virus software is installed on AFIS equipment and maintain and update such software with current virus definitions;

- K. Comply with the National Crime Information Center policies and other applicable rules and agreements that palm print and fingerprint minutiae and images and related criminal justice information are for the purpose of criminal justice identification only.

4. RESPONSIBILITIES OF THE COUNTY

- A. The County, by and through the MDPD FSB, agrees to:
 - 1. Provide the Agency with electronic access to the MDPD AFIS for the purpose of Criminal Justice Identification only;
 - 2. Provide the Agency with biometric information, criminal justice information, or criminal history Information, as defined in Florida Statutes, Chapter 943, as relates to fingerprint and palm print searches conducted through the MDPD AFIS;
 - 3. Provide the Agency with AFIS user personal access codes for approved users. The MDPD Fingerprint Superintendent will approve Agency AFIS user access in writing and in accordance with Section 3, Letter E (Agency AFIS user(s) documentation);
 - 4. Notify the Agency in writing of deleted fingerprint and palm print images from the MDPD AFIS database. Reasons for image deletion, include, but are not limited to, poor quality fingerprints and/or palm prints, expired statute of limitations, and storage capacity.
 - 5. Notify the agency of any scheduled AFIS interruptions of service, such as for AFIS maintenance.

5. PROTECTION OF AFIS INFORMATION

The Agency agrees that only MDPD authorized Agency AFIS users will access the AFIS, including taking appropriate administrative measures to protect this access, and ensuring that AFIS information, such as biometric information, criminal justice information, and criminal history information, will be disseminated only for law enforcement purposes in accordance with Florida Statutes, Chapter 943.

6. PREVAILING MIAMI-DADE POLICIES

This Agreement shall be construed in accordance with the current MDPD Forensic Services Bureau policies and procedures governing the AFIS.

7. FORCE MAJEUR AND WARRANTIES

The County and the MDPD shall not be responsible for interruptions of system service due to forces of nature, war, manmade disasters or other such acts beyond the control of the County and the MDPD. The County makes no warranties, expressed, or implied, including without limitation, any implied warranty of merchantability or fitness for a particular purpose to the Agency in connection with the Agency's use of service. The Agency acknowledges that service disruption will occur from time to time and agrees to hold the County and the MDPD harmless for all such disruptions.

8. INDEMNIFICATION

Each party to this Agreement agrees to assume responsibility for the acts, omissions, or conduct of such party's own employees while participating herein and pursuant to this Agreement, subject to the provisions of Section 768.28, Florida Statutes, where applicable.

"Assume Responsibility" shall mean incurring any and all costs associated with any suit, action, or claim for damages arising from the performance of this Agreement.

9. NON-ASSIGNABILITY

Neither party shall assign any of the obligations or benefits of this Agreement.

10. TERM

This Agreement shall become effective on the date of execution by all parties, and unless terminated or cancelled on an earlier date, will expire on September 30, 2020. This Agreement may be formally renewed for a maximum of two (2) additional successive five (5) year terms.

11. CANCELLATION

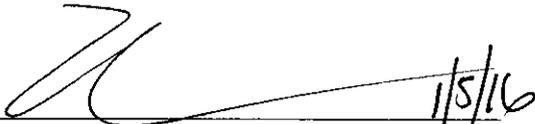
This Agreement may be cancelled by either party upon providing thirty (30) days written notice to the other party. Cancellation will be at the discretion of the parties; in the case of Miami-Dade

County, the Police Director and County Mayor or the Mayor's designee are authorized to cancel this Agreement.

AGREED TO AND ACKNOWLEDGED this _____ day of _____, 2015,

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective and duly authorized officers on the day and year written above.

MIAMI-DADE COUNTY

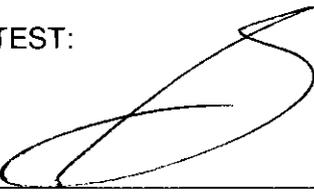
for 

Carlos A. Gimenez, Mayor Date 1/5/16

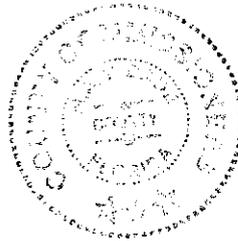


J.D. Patterson, Director Date 12/22/2015
Miami-Dade Police Department

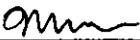
ATTEST:



Harvey Ruvin, County Clerk Date 1/6/15
Miami-Dade County, Florida



APPROVED AS TO FORM AND LEGAL SUFFICIENCY:



Matthew Papkin Date 12/30/15
Assistant County Attorney
Miami-Dade County, Florida

CITY OF AVENTURA

Eric M. Soroka, City Manager Date
City Manager

 1/14/02

Steve Steinberg, Chief
Aventura Police Department Date

CITY OF AVENTURA
FINANCE DEPARTMENT

MEMORANDUM

TO: City Commission

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

BY:  Brian K. Raducci, Finance Director

DATE: March 23, 2016

SUBJECT: **Resolution adopting 401 Plan Documents.**

April 5, 2016 Commission Meeting Agenda Item 5E

Recommendation

It is recommended that the City Commission adopt the attached Resolution, which adopts new 401 Plan Documents as required by the Internal Revenue Service ("IRS").

Background

As you may recall, the City contributes to four (4) defined contribution pension plans (based on employee classification) created in accordance with Internal Revenue Code Section 401(a). The plans cover all full-time City general (non-bargaining) employees and are administered by the ICMA Retirement Corp ("ICMA-RC").

The IRS has a six-year review schedule for the type of 401 plan documents that ICMA-RC administers. In 2012, ICMA-RC submitted their updated plan documents to the IRS for their review and approval and received favorable opinion letters last year. These documents incorporate amendments for legislative and regulatory changes enacted since the prior restatement in 2006 and are effective as of 2012.

In the past, ICMA-RC utilized a negative election adoption process in order to streamline the review and adoption process. This time, the IRS is requiring that each plan sponsor using ICMA-RC plan documents, execute new adoption agreements by April 30, 2016 in order to ensure that their plans are updated in accordance with current IRS regulations. Failure to adopt these new documents in a timely manner could result in the City incurring unnecessary legal fees and submitting additional IRS filings.

Although the new ICMA-RC plan documents contain some new regulatory language that was not included in the previous adoption agreements, none of this language changes the current administration of the plans. No additional benefits are being provided to the employees and no additional costs are being borne by the City.

One Change that applies to all four (4) plans

The only non-regulatory change that has been incorporated into all four (4) plans is that in-service distributions, which was previously permitted at age 70 ½, will now be permitted at the employees' normal retirement age of 59 ½. This change will provide employees who continue to work at the City beyond age 59 ½ with other investment options/strategies which may or may not be currently offered through ICMA-RC. This elective option for the employee has no financial impact to the plan or to the City as such funds would already be 100% vested with the employee.

In addition, the accompanying resolution authorizes the City Manager, from time to time, to administratively approve and execute subsequent ICMA-RC Revised Adoption Agreements (the "Subsequent Agreements") to reflect further amendments which are required to comply with legislative and regulatory requirements as identified in periodic IRS review, so long as those Subsequent Agreements do not involve substantive changes, additional benefits or additional costs to the City as employer.

The Amended Plans were originally prepared by ICMA-RC and have been independently reviewed by City staff and the City Attorney's Office. It is their collective opinion that the amended plans incorporate technical amendments that are required by the IRS and appear to have no financial impact to the City nor alter the plans' administration or benefits with the exception of the in-service distribution change as outlined above. Attached, please find a blank template of the "ICMA-RC Governmental Money Purchase Plan & Trust Adoption Agreement" ("Exhibit A") for your review. Please note that the retroactive effect of these plans is due to Internal Revenue Code requirements.

RESOLUTION NO. 2016-__

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA AUTHORIZING THE CITY MANAGER TO EXECUTE THE REVISED ICMA 401 PLAN ADOPTION AGREEMENTS AND TRANSMIT SAME TO THE ICMA RETIREMENT CORPORATION; 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 adopted Resolution No. 96-19 establishing defined contribution pension plans for all full-time City general (non-bargaining) employees with the ICMA Retirement Corporation (ICMA-RC), in accordance with Internal Revenue Code Section 401(a); and

WHEREAS, the IRS follows a six-year review schedule for the type of 401 plan documents that ICMA-RC administers and in 2012, ICMA-RC submitted their updated plan documents to the IRS and subsequently received favorable opinion letters leading to the creation of revised adoption agreement documents that incorporate amendments for newly enacted legislative and regulatory changes; and

WHEREAS, none of the newly enacted legislative and regulatory changes affect the current administration of the plans, nor provides additional benefits to the employees nor bears any additional cost to the City; and

WHEREAS, the only non-regulatory change incorporated into all of the plans is that in-service distributions, which were previously permitted at age 70 ½, will now be permitted at the employees' normal retirement age of 59 ½, thus providing those employees with additional investment options which may not be offered through ICMA-RC and at no additional cost to the City; and

WHEREAS, the City Commission, concurs with the administration's recommendation that the Revised Adoption Agreements be approved and adopted.

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

Section 1.

A. The City Manager is hereby authorized to execute the Revised Adoption Agreements and to transmit same to the ICMA Retirement Corporation.

B. Further, the City Manager is authorized, from time to time, to administratively approve and execute subsequent ICMA-RC Revised Adoption Agreements (the "Subsequent Agreements") to reflect further amendments which are required to comply with legislative and regulatory requirements as identified in periodic IRS review, so long as those Subsequent Agreements do not involve substantive changes, additional benefits or additional costs to the City as employer.

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

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

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

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

PASSED AND ADOPTED this 5th day of April, 2016.

MAYOR ENID WEISMAN

ATTEST:

ELLISA L. HORVATH, MMC
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

CITY ATTORNEY

ICMA RETIREMENT CORPORATION

**GOVERNMENTAL MONEY PURCHASE PLAN & TRUST
ADOPTION AGREEMENT**



**ICMA RETIREMENT CORPORATION
GOVERNMENTAL MONEY PURCHASE PLAN & TRUST
ADOPTION AGREEMENT**

Plan Number _____

The Employer hereby establishes a Money Purchase Plan and Trust to be known as _____
(the "Plan") in the form of the ICMA Retirement Corporation Governmental Money Purchase Plan and Trust.

This Plan is an amendment and restatement of an existing defined contribution money purchase plan.

Yes No

If yes, please specify the name of the defined contribution money purchase plan which this Plan hereby amends and restates:

I. Employer: _____

II. Effective Dates

1. **Effective Date of Restatement.** If this document is a restatement of an existing plan, the effective date of the Plan shall be January 1, 2007 unless an alternate effective date is hereby specified: _____

(Note: An alternate effective date can be no earlier than January 1, 2007.)

2. **Effective Date of New Plan.** If this is a new Plan, the effective date of the Plan shall be the first day of the Plan Year during which the Employer adopts the Plan, unless an alternate Effective Date is hereby specified:

3. **Special Effective Dates.** Please note here any elections in the Adoption Agreement with an effective date that is different from that noted in 1. or 2. above.

(Note provision and effective date.)

III. Plan Year will mean:

The twelve (12) consecutive month period which coincides with the limitation year. (See Section 5.03(f) of the Plan.)

The twelve (12) consecutive month period commencing on _____ and each anniversary thereof.

IV. Normal Retirement Age shall be age _____ (not to exceed age 65).

Important Note to Employers: Normal Retirement Age is significant for determining the earliest date at which the Plan may allow for in-service distributions. Normal Retirement Age also defines the latest date at which a Participant must have a fully vested right to his/her Account. There are IRS rules that limit the age that may be specified as the Plan's Normal Retirement Age. The Normal Retirement Age cannot be earlier than what is reasonably representative of the typical retirement age for the industry in which the covered workforce is employed. An age under 55 is presumed not to satisfy this requirement, unless the Commissioner of Internal Revenue determines that the facts and circumstances show otherwise.

Whether an age between 55 and 62 satisfies this requirement depends on the facts and circumstances, but an Employer's good

Whether an age between 55 and 62 satisfies this requirement depends on the facts and circumstances, but an Employer's good faith, reasonable determination will generally be given deference. A special rule, however, applies in the case of a plan where substantially all of the participants in the plan are qualified public safety employees within the meaning of section 72(t)(10)(B) of the Code, in which case an age of 50 or later is deemed not to be earlier than the earliest age that is reasonably representative of the typical retirement age for the industry in which the covered workforce is employed.

V. ELIGIBILITY REQUIREMENTS

1. The following group or groups of Employees are eligible to participate in the Plan:

- All Employees
- All Full Time Employees
- Salaried Employees
- Non union Employees
- Management Employees
- Public Safety Employees
- General Employees
- Other Employees (Specify the group(s) of eligible employees below. Do not specify employees by name. Specific positions are acceptable.) _____

The group specified must correspond to a group of the same designation that is defined in the statutes, ordinances, rules, regulations, personnel manuals or other material in effect in the state or locality of the Employer. The eligibility requirements cannot be such that an Employee becomes eligible only in the Plan Year in which the Employee terminates employment. **Note:** As stated in Sections 4.07 and 4.08, the Plan may, however, provide that Final Pay Contributions or Accrued Leave Contributions are the only contributions made under the Plan.

2. The Employer hereby waives or reduces the requirement of a twelve (12) month Period of Service for participation. The required Period of Service shall be (write N/A if an Employee is eligible to participate upon employment)_____.

If this waiver or reduction is elected, it shall apply to all Employees within the Covered Employment Classification.

3. A minimum age requirement is hereby specified for eligibility to participate. The minimum age requirement is _____ (not to exceed age 21. Write N/A if no minimum age is declared.)

VI. CONTRIBUTION PROVISIONS

1. **The Employer shall contribute as follows:** (Choose all that apply, but at least one of Options A or B. If Option A is not selected, Employer must pick up Participant Contributions under Option B.)

Fixed Employer Contributions With or Without Mandatory Participant Contributions. (If Option B is chosen, please complete section C.)

A. Employer Contributions. The Employer shall contribute on behalf of each Participant _____% of Earnings or \$ _____ for the Plan Year (subject to the limitations of Article V of the Plan).
Mandatory Participant Contributions

are required are not required

to be eligible for this Employer Contribution.

B. Mandatory Participant Contributions for Plan Participation.

Required Mandatory Contributions. A Participant is required to contribute (subject to the limitations of Article V of the Plan) the specified amounts designated in items (i) through (iii) of the Contribution Schedule below:

Yes No

Employee Opt-In Mandatory Contributions. Each Employee eligible to participate in the Plan shall be given the opportunity to irrevocably elect to participate in the Mandatory Participant Contribution portion of the Plan by electing to contribute the specified amounts designated in items (i) through (iii) of the Contribution Schedule below for each Plan Year (subject to the limitations of Article V of the Plan):

Yes No

Contribution Schedule.

- (i) _____% of Earnings,
- (ii) \$ _____, or
- (iii) a whole percentage of Earnings between the range of _____ (*insert range of percentages between 1% and 20% inclusive (e.g., 3%, 6%, or 20%; 5% to 7%)*), as designated by the Employee in accordance with guidelines and procedures established by the Employer for the Plan Year as a condition of participation in the Plan. A Participant must pick a single percentage and shall not have the right to discontinue or vary the rate of such contributions after becoming a Plan Participant.

Employer "Pick up". The Employer hereby elects to "pick up" the Mandatory Participant Contributions¹ (pick up is required if Option A is not selected).

Yes No (*"Yes" is the default provision under the Plan if no selection is made.*)

- C. Election Window (Complete if Option B is selected):
Newly eligible Employees shall be provided an election window of _____ days (no more than 60 calendar days) from the date of initial eligibility during which they may make the election to participate in the Mandatory Participant Contribution portion of the Plan. Participation in the Mandatory Participant Contribution portion of the Plan shall begin the first of the month following the end of the election window.

An Employee's election is irrevocable and shall remain in force until the Employee terminates employment or ceases to be eligible to participate in the Plan. In the event of re-employment to an eligible position, the Employee's original election will resume. In no event does the Employee have the option of receiving the pick-up contribution amount directly.

2. The Employer may also elect to contribute as follows:

- A. Fixed Employer Match of Voluntary After-Tax Participant Contributions. The Employer shall contribute on behalf of each Participant _____% of Earnings for the Plan Year (subject to the limitations of Article V of the Plan) for each Plan Year that such Participant has contributed _____% of Earnings or \$ _____. Under this option, there is a single, fixed rate of Employer contributions, but a Participant may decline to make the required Participant contributions in any Plan Year, in which case no Employer contribution will be made on the Participant's behalf in that Plan Year.
- B. Variable Employer Match of Voluntary After-Tax Participant Contributions. The Employer shall contribute on behalf of each Participant an amount determined as follows (subject to the limitations of Article V of the Plan):
_____ % of the Voluntary Participant Contributions made by the Participant for the Plan Year (not including Participant contributions exceeding _____% of Earnings or \$ _____);

¹ Neither an IRS advisory letter nor a determination letter issued to an adopting Employer is a ruling by the Internal Revenue Service that Participant contributions that are "picked up" by the Employer are not includable in the Participant's gross income for federal income tax purposes. Pick-up contributions are not mandated to receive private letter rulings; however, if an adopting employer wishes to receive a ruling on pick-up contributions they may request one in accordance with Revenue Procedure 2012-4 (or subsequent guidance).

PLUS _____% of the contributions made by the Participant for the Plan Year in excess of those included in the above paragraph (but not including Voluntary Participant Contributions exceeding in the aggregate _____% of Earnings or \$ _____).

Employer Matching Contributions on behalf of a Participant for a Plan Year shall not exceed \$ _____ or _____% of Earnings, whichever is _____ more or _____ less.

3. Each Participant may make a voluntary (unmatched), after tax contribution, subject to the limitations of Section 4.05 and Article V of the Plan:

Yes No (*"No" is the default provision under the Plan if no selection is made.*)

4. Employer contributions for a Plan Year shall be contributed to the Trust in accordance with the following payment schedule (no later than the 15th day of the tenth calendar month following the end of the calendar year or fiscal year (as applicable depending on the basis on which the Employer keeps its books) with or within which the particular Limitation year ends, or in accordance with applicable law):

5. Participant contributions for a Plan Year shall be contributed to the Trust in accordance with the following payment schedule (no later than the 15th day of the tenth calendar month following the end of the calendar year or fiscal year (as applicable depending on the basis on which the Employer keeps its books) with or within which the particular Limitation year ends, or in accordance with applicable law):

6. In the case of a Participant performing qualified military service (as defined in Code section 414(u)) with respect to the Employer:

- A. Plan contributions will be made based on differential wage payments:

Yes No (*"Yes" is the default provision under the Plan if no selection is made.*)

If yes is selected, this is effective beginning January 1, 2009 unless another later effective date is filled in here:

- B. Participants who die or become disabled will receive Plan contributions with respect to such service:

Yes No (*"No" is the default provision under the Plan if no selection is made.*)

If yes is selected, this is effective for participants who died or became disabled while performing qualified military service on or after January 1, 2007, unless another later effective date is filled in here:

VII. EARNINGS

Earnings, as defined under Section 2.09 of the Plan, shall include:

- 1. Overtime
 Yes No
- 2. Bonuses
 Yes No
- 3. Other Pay (specifically describe any other types of pay to be included below)

VIII. ROLLOVER PROVISIONS

1. The Employer will permit rollover contributions in accordance with Section 4.12 of the Plan:

- Yes No (*"Yes" is the default provision under the Plan if no selection is made.*)

2. Direct rollovers by non-spouse beneficiaries are effective for distributions after 2006 unless the Plan delayed making them available. If the Plan delayed making such rollovers available, check the box below and indicate the later effective date in the space provided.

- Effective Date is _____.

(Note: Plans must offer direct rollovers by non-spouse beneficiaries no later than plan years beginning after December 31, 2009.)

IX. LIMITATION ON ALLOCATIONS

If the Employer maintains or ever maintained another qualified plan in which any Participant in this Plan is (or was) a participant or could possibly become a participant, the Employer hereby agrees to limit contributions to all such plans as provided herein, if necessary in order to avoid excess contributions (as described in Section 5.02 of the Plan).

1. If the Participant is covered under another qualified defined contribution plan maintained by the Employer, the provisions of Section 5.02(a) through (e) of the Plan will apply unless another method has been indicated below.

- Other Method. (Provide the method under which the plans will limit total Annual Additions to the Maximum Permissible Amount, and will properly reduce any excess amounts, in a manner that precludes Employer discretion.)

2. The Limitation Year is the following 12 consecutive month period: _____

3. Unless the Employer elects a delayed effective date below, Article 5 of the Plan will apply to limitations years beginning on or after July 1, 2007. _____

(The effective date listed cannot be later than 90 days after the close of the first regular legislative session of the legislative body with authority to amend the plan that begins on or after July 1, 2007.)

X. VESTING PROVISIONS

The Employer hereby specifies the following vesting schedule, subject to (1) the minimum vesting requirements and (2) the concurrence of the Plan Administrator. (For the blanks below, enter the applicable percent – from 0 to 100 (with no entry after the year in which 100% is entered), in ascending order.)

Period of Service Completed	Percent Vested
Zero	%
One	%
Two	%
Three	%
Four	%
Five	%
Six	%
Seven	%
Eight	%
Nine	%
Ten	%

XI. WITHDRAWALS AND LOANS

1. In-service distributions are permitted under the Plan after a participant attains (select one of the below options):
 - Normal Retirement Age
 - Age 70½ (***“70½” is the default provision under the Plan if no selection is made.***)
 - Alternate age (after Normal Retirement Age): _____
 - Not permitted at any age

2. A Participant shall be deemed to have a severance from employment solely for purposes of eligibility to receive distributions from the Plan during any period the individual is performing service in the uniformed services for more than 30 days.
 - Yes
 - No (***“Yes” is the default provision under the plan if no selection is made.***)

3. Tax-free distributions of up to \$3,000 for the direct payment of qualifying insurance premiums for eligible retired public safety officers are available under the Plan.
 - Yes
 - No (***“No” is the default provision under the Plan if no selection is made.***)

4. In-service distributions of the Rollover Account are permitted under the Plan, as provided in Section 9.07.
 - Yes
 - No (***“No” is the default provision under the Plan if no selection is made.***)

5. Loans are permitted under the Plan, as provided in Article XIII of the Plan:
 - Yes
 - No (***“No” is the default provision under the Plan if no selection is made.***)

XII. SPOUSAL PROTECTION

The Plan will provide the following level of spousal protection (select one):

- 1. Participant Directed Election. The normal form of payment of benefits under the Plan is a lump sum. The Participant can name any person(s) as the Beneficiary of the Plan, with no spousal consent required.
- 2. Beneficiary Spousal Consent Election (Article XII). The normal form of payment of benefits under the Plan is a lump sum. Upon death, the surviving spouse is the Beneficiary, unless he or she consents to the Participant's naming another Beneficiary. (*"Beneficiary Spousal Consent Election" is the default provision under the Plan if no selection is made.*)
- 3. QJSA Election (Article XVII). The normal form of payment of benefits under the Plan is a 50% qualified joint and survivor annuity with the spouse (or life annuity, if single). In the event of the Participant's death prior to commencing payments, the spouse will receive an annuity for his or her lifetime. (If C is selected, the spousal consent requirements in Article XII also will apply.)

XIII. FINAL PAY CONTRIBUTIONS

The Plan will provide for Final Pay Contributions if either 1 or 2 below is selected.

The following group of Employees shall be eligible for Final Pay Contributions:

- All Eligible Employees
- Other: _____

Final Pay shall be defined as (select one):

- A. Accrued unpaid vacation
- B. Accrued unpaid sick leave
- C. Accrued unpaid vacation and sick leave
- D. Other (*insert definition of Final Pay – must be leave that Employee would have been able to use if employment had continued and must be bona fide vacation and/or sick leave*):

- 1. **Employer Final Pay Contribution.** The Employer shall contribute on behalf of each Participant _____ % of Final Pay to the Plan (subject to the limitations of Article V of the Plan).
- 2. **Employee Designated Final Pay Contribution.** Each Employee eligible to participate in the Plan shall be given the opportunity at enrollment to irrevocably elect to contribute _____ % (insert fixed percentage of final pay to be contributed) or up to _____ % (insert maximum percentage of final pay to be contributed) of Final Pay to the Plan (subject to the limitations of Article V of the Plan).

Once elected, an Employee's election shall remain in force and may not be revised or revoked.

XIV. ACCRUED LEAVE CONTRIBUTIONS

The Plan will provide for accrued unpaid leave contributions annually if either 1 or 2 is selected below.

The following group of Employees shall be eligible for Accrued Leave Contributions:

- All Eligible Employees
- Other: _____

Accrued Leave shall be defined as (select one):

- A. Accrued unpaid vacation
- B. Accrued unpaid sick leave
- C. Accrued unpaid vacation and sick leave
- D. Other (insert definition of accrued leave that is bona fide vacation and/or sick leave):

1. **Employer Accrued Leave Contribution.** The Employer shall contribute as follows (choose one of the following options):

- For each Plan Year, the Employer shall contribute on behalf of each Eligible Participant the unused Accrued Leave in excess of _____ (insert number of hours/days/weeks (circle one)) to the Plan (subject to the limitations of Article V of the Plan).
- For each Plan Year, the Employer shall contribute on behalf of each Eligible Participant _____% of unused Accrued Leave to the Plan (subject to the limitations of Article V of the Plan).

2. **Employee Designated Accrued Leave Contribution.**

Each eligible Participant shall be given the opportunity at enrollment to irrevocably elect to contribute _____% (insert fixed percentage of accrued unpaid leave to be contributed) or up to _____% (insert maximum percentage of accrued unpaid leave to be contributed) of Accrued Leave to the Plan (subject to the limitations of Article V of the Plan). Once elected, an Employee's election shall remain in force and may not be revised or revoked.

XV. The Employer hereby attests that it is a unit of state or local government or an agency or instrumentality of one or more units of state or local government.

XVI. The Employer understands that this Adoption Agreement is to be used with only the ICMA Retirement Corporation Governmental Money Purchase Plan and Trust. This ICMA Retirement Corporation Governmental Money Purchase Plan and Trust is a restatement of a previous plan, which was submitted to the Internal Revenue Service for approval on April 2, 2012, and received approval on March 31, 2014.

The Plan Administrator hereby agrees to inform the Employer of any amendments to the Plan made pursuant to Section 14.05 of the Plan or of the discontinuance or abandonment of the Plan. The Employer understands that an amendment(s) made pursuant to Section 14.05 of the Plan will become effective within 30 days of notice of the amendment(s) unless the Employer notifies the Plan Administrator, in writing, that it disapproves of the amendment(s). If the Employer so disapproves, the Plan Administrator will be under no obligation to act as Administrator under the Plan.

XVII. The Employer hereby appoints the ICMA Retirement Corporation as the Plan Administrator pursuant to the terms and conditions of the ICMA RETIREMENT CORPORATION GOVERNMENTAL MONEY PURCHASE PLAN & TRUST.

The Employer hereby agrees to the provisions of the Plan and Trust.

XVIII. The Employer hereby acknowledges it understands that failure to properly fill out this Adoption Agreement may result in disqualification of the Plan.

XIX. An adopting Employer may rely on an advisory letter issued by the Internal Revenue Service as evidence that the Plan is qualified under section 401 of the Internal Revenue Code to the extent provided in applicable IRS revenue procedures and other official guidance.

In Witness Whereof, the Employer hereby causes this Agreement to be executed on this _____ day of _____, 20_____.

EMPLOYER

ICMA RETIREMENT CORPORATION
777 North Capitol St., NE Suite 600
Washington, DC 20002
800-326-7272

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Attest: _____

Attest: _____



ICMA RETIREMENT CORPORATION
777 NORTH CAPITOL STREET, NE | WASHINGTON, DC 20002-4240
800-669-7400
WWW.ICMARC.ORG
BRC000-214-21268-201405-W1303

RESOLUTION NO. 2016-___

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, SUPPORTING THE DEVELOPMENT AND CONSTRUCTION OF AN IPREP HIGH SCHOOL FOR 500 STUDENTS ON VACANT LANDS ON THE GROUNDS OF HIGHLAND OAKS MIDDLE SCHOOL IN NORTHEAST MIAMI-DADE COUNTY, FLORIDA; URGING THE MIAMI-DADE COUNTY PUBLIC SCHOOLS BOARD TO CONSTRUCT PERMANENT CLASSROOMS FOR THE MAST ACADEMY AT FLORIDA INTERNATIONAL UNIVERSITY IN NORTH MIAMI; PROVIDING FOR DISTRIBUTION; PROVIDING IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, there is a pressing need to provide additional high school educational opportunities and choices for the parents of students residing within the northeast portion of Miami-Dade County, including residents of the City of Aventura, and the Superintendent committed to establish the iPrep High School to serve northeast Miami-Dade County in close proximity to the residents of the City of Aventura at a Town Hall Meeting held in the City of Aventura in December of 2015, by repeatedly saying a “promise made was a promise kept”; and

WHEREAS, Miami-Dade County Public Schools (the “M-DCPS”) has the opportunity to develop and construct an iPrep High School on vacant lands within the grounds of Highland Oaks Middle School, at a location which is convenient to the homes of residents of northeast Miami–Dade County, including residents of the City of Aventura; and

WHEREAS, the Superintendent committed to increasing High School capacity to serve northeast Miami-Dade County during the successful referendum election campaign for voter approval of the M-DCPS general obligation bond issue for a comprehensive school construction and improvement program; and

WHEREAS, the residents of the City of Aventura continue to strongly support educational choices and opportunities , including the innovative MAST Academy, which the M-DCPS has promised to construct at Florida International University (the “ FIU”) in North Miami, Florida, but is presently operating in temporarily provided class rooms of FIU; and

WHEREAS, the City Commission, in addition to the support for iPrep at the property located at Highland Oaks Middle School, strongly supports the M-DCPS’s previous commitments to develop and construct the iPrep High School at Highland Oaks Middle School, and also strongly supports M-DCPS’s commitment to further advance educational choices of parents by constructing the permanent classrooms for MAST Academy at FIU, and respectfully calls upon the Superintendent and Board of the M-DCPS to honor and expeditiously implement those commitments as being in the best interest of the students, parents and residents of the community.

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

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

Section 2. Support by the City Commission for the iPrep High School.
That the City Commission hereby strongly supports the development and construction of the iPrep High School by the M-DCPS on vacant lands on the grounds of the Highland Oaks Middle School.

Section 3. Support of City Commission for Mast Academy at FIU. That the City Commission hereby strongly supports the development and construction of

permanent classrooms for the Mast Academy by the M-DCPS at lands provided by FIU at the FIU North Miami campus.

Section 4. Additional Choices for High School Educational Options. That the City Commission welcomes and invites the M-DCPS to propose and present additional choices for consideration by the northeast Miami-Dade County community, including the City of Aventura, while honoring M-DCPS prior commitments.

Section 5. Providing for Distribution. That the City Clerk is hereby directed to transmit a copy of this Resolution to the Superintendent of Schools, the Members of the Board of the M-DCPS, the President of FIU, and other interested persons.

Section 6. Implementation. That the City Manager is hereby authorized to take any action which is necessary to implement the purposes of this Resolution.

Section 7. Effective Date. That this Resolution shall become effective immediately upon its adoption.

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

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

PASSED AND ADOPTED THIS 5th day of April, 2016.

ENID WEISMAN, MAYOR

ATTEST:

ELLISA L. HORVATH, MMC
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

CITY ATTORNEY

CITY OF AVENTURA

OFFICE OF THE CITY MANAGER

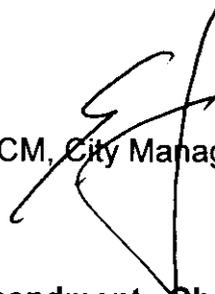
MEMORANDUM

TO: City Commission

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

DATE: March 28, 2016

SUBJECT: **Proposed Charter Amendment – Charter Revision Process**



1st Reading April 5, 2016 City Commission Meeting Agenda Item 7
2nd Reading May 3, 2016 City Commission Meeting Agenda Item

RECOMMENDATION

As discussed at the March Workshop Meeting, it is recommended that the City Commission adopt the attached Ordinance to present to the electors at the November 8, 2016 general election a proposed Charter Amendment to provide that future proposed amendments arising from the periodic Charter Revision Commission (CRC) process be submitted to the electors at the next general election or at a special election, if any which is sooner called by the City Commission for such purposes. This eliminates the need for a special election along with its associated additional costs.

BACKGROUND

Section 7.06 of the City Charter provides that at the first regular meeting of November every five years, the City Commission shall appoint a CRC. This section outlines that the CRC shall commence its proceedings within 15 days after appointment by the Commission. Any recommended changes are required to be submitted to the City Commission by January 1 of the upcoming year. The City Commission shall, not less than 60 days or more than 150 days after the submission of the proposed amendments to the City Commission, submit them to the electors of the City.

This procedure worked well when City Commission elections were held in March. However, in 2008 the voters approved a Charter Amendment that placed the elections for the City Commission in November. Therefore, each time the CRC meets and places items on the ballot a special election is required along with its associated additional costs.

Attached is the Ordinance prepared by the City Attorney to address this issue. If you have any questions, please feel free to contact me.

ORDINANCE NO. 2016-__

AN ORDINANCE OF THE CITY OF AVENTURA, FLORIDA, PROVIDING FOR THE SUBMISSION TO THE ELECTORS OF A PROPOSED AMENDMENT TO CITY CHARTER SECTION 7.06 "CHARTER REVISION", REVISING CHARTER AMENDMENT ELECTION TIMING PROCEDURES APPLICABLE TO THE PERIODIC CHARTER REVIEW PROCESS; PROVIDING REQUISITE BALLOT LANGUAGE FOR SUBMISSION TO THE ELECTORATE; CALLING A SPECIAL ELECTION ON THE PROPOSED AMENDMENT TO THE CITY CHARTER TO BE HELD ON TUESDAY, THE 8TH DAY OF NOVEMBER 2016, IN CONJUNCTION WITH THE GENERAL ELECTION BEING HELD ON SAID DATE; PROVIDING NOTICE OF ELECTION; PROVIDING FOR ELECTION PROCEDURE; PROVIDING FOR INCLUSION IN THE CHARTER; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 6.02(a)(i) of the City Charter, the City Commission has determined that an amendment (the "Charter Amendment") is needed to Section 7.06 "Charter Revision" of the City Charter, in order to adjust the timing of charter amendment elections which follow the periodic review of the City Charter by the Charter Revision Commission every 5 years; and

WHEREAS, pursuant to Section 6.02 (a)(i) of the City Charter and Section 6.03 of the Miami-Dade County Charter, the City Commission is required to submit this proposed Charter Amendment to the electors of the City for approval or rejection.

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

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

Section 2. Charter Amendment. That pursuant to Section 6.02(a)(i) of the City Charter and Section 6.03 of the Miami-Dade County Charter, the City Charter of the City of Aventura,

Florida, is hereby amended by amending City Charter Section 7.06 “Charter revision”, to read as follows:¹

- **Section 7.06. - Charter revision.**

At its first regular meeting in November of every fifth year after the adoption of this Charter, commencing with December, 2000, the Commission shall appoint a Charter revision commission consisting of five persons, one of whom shall have served as a member of the previous Charter commission and four of whom shall be electors of the City. If a former Charter commission member is not available to serve, five electors of the City, rather than four, shall be appointed. The City Commissioners shall not be eligible for appointment to the revision commission. The revision commission shall commence its proceedings within 15 days after appointment by the Commission. If the revision commission determines that a revision is needed, including but not limited to a change in the boundaries or numbers of Residential Areas, it shall draft such amendments to this Charter as it deems appropriate and submit the same to the Commission not later than January 1 of the following year after their appointment by the Commission. After receipt of the submission of the proposed amendments from the revision commission, ~~The the~~ Commission shall, ~~not less than 60 days or more than 150 days after submission of the proposed amendments to the Commission,~~ submit them to the electors of the City at the next general election in the City or at a special election, if any, which is sooner called by the Commission for such purpose, in accordance with the provisions of Section 6.02, except that the provisions of subsections (a) and (b) of such Section shall not apply.

Section 3. Election Called. That a special election is hereby called, to be held on Tuesday, the 8th day of November, 2016, in conjunction with the general election being held on said date, to present to the qualified electors of the City of Aventura (the “City”), the ballot question which is provided in Section 4 of this Ordinance.

Section 4. Form of Ballot. That the form of ballot for the Charter Amendment provided for in Section 2 of this Ordinance shall be substantially as follows:

CITY OF AVENTURA CHARTER AMENDMENT

**REVISED TIME FOR SCHEDULING CHARTER AMENDMENT
ELECTIONS ON CHARTER AMENDMENTS PROPOSED BY
CHARTER REVISION COMMISSION**

The City Charter currently requires the City to hold charter amendment elections within 60 to 150 days after receipt of charter amendment

¹ / Proposed additions to existing City Charter text are indicated by underline; proposed deletions from existing City Charter text are indicated by ~~strikethrough~~.

recommendations from the City's charter revision commission. It is proposed that the Charter be amended to enable charter amendments to be presented to the voters of the City at the next upcoming general election in the City or a special election sooner called by the City Commission.

Shall the Charter amendment be adopted?

YES ()

NO ()

Section 5. Vote at Polls. That balloting shall be conducted between the hours of 7:00 A.M. and 7:00 P.M. on the date of the special election, and early and absentee balloting shall also be permitted as provided in conjunction with the general election. Polling places shall be those polling places provided for the general election for the electors of the City, pursuant to applicable laws. All qualified City electors who are timely registered in accordance with law shall be entitled to vote. The City Clerk is authorized to obtain any necessary election administration services from the Miami-Dade County Supervisor of Elections. The County registration books shall remain open at the Office of the Miami-Dade County Supervisor of Elections until twenty-nine (29) days prior to the date of such election, at which time the registration books will close in accordance with the provisions of the general election laws. The City Clerk and the Miami-Dade County Supervisor of Elections are hereby authorized to take all appropriate action necessary to carry into effect and accomplish the electoral provisions of this Ordinance. This special election shall be canvassed by the County Canvassing Board, unless otherwise provided by law.

Section 6. Notice of Special Election. That notice of said special election shall be published in accordance with Section 100.342, Fla. Stat., in a newspaper of general circulation within the City at least 30 days prior to said election, the first publication to be in the fifth week prior to the election (to-wit: during the week commencing Sunday, October 2, 2016), and the

second publication to be in the third week prior to the election (to-wit: during the week commencing Sunday, October 16, 2016), and shall be in substantially the following form:

"NOTICE OF SPECIAL ELECTION

PUBLIC NOTICE IS HEREBY GIVEN THAT PURSUANT TO ORDINANCE NO. _____ ADOPTED BY THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA (THE "CITY") A SPECIAL ELECTION HAS BEEN CALLED AND ORDERED TO BE HELD WITHIN THE CITY, IN CONJUNCTION WITH THE GENERAL ELECTION, ON TUESDAY, THE 8TH DAY OF NOVEMBER 2016, BETWEEN THE HOURS OF 7 A.M AND 7 P.M., AT WHICH TIME THE FOLLOWING CHARTER AMENDMENT PROPOSAL SHALL BE SUBMITTED TO THE QUALIFIED ELECTORS OF THE CITY.

CITY OF AVENTURA CHARTER AMENDMENT

REVISED TIME FOR SCHEDULING CHARTER AMENDMENT ELECTIONS ON CHARTER AMENDMENTS PROPOSED BY CHARTER REVISION COMMISSION

The City Charter currently requires the City to hold charter amendment elections within 60 to 150 days after receipt of charter amendment recommendations from the City's charter revision commission. It is proposed that the Charter be amended to enable charter amendments to be presented to the voters of the City at the next upcoming general election in the City or a special election sooner called by the City Commission.

Shall the Charter amendment be adopted?

YES ()

NO ()

Polling place information, the enabling Ordinance, including the full text of the proposed City Charter Amendment and the ballot question, are available at the office of the City Clerk located at 19200 West Country Club Drive, Aventura, Florida 33180.

City Clerk"

Section 7. Copies. That copies of this Ordinance proposing the Charter Amendment is on file at the office of the City Clerk located at 19200 West Country Club Drive, Aventura, Florida 33180, and is available for public inspection during regular business hours.

Section 8. Effectiveness. That the Charter Amendment provided for in Section 2 of this Ordinance shall become effective if the majority of the qualified electors voting on the Charter Amendment vote for its adoption, and it shall be considered adopted and effective upon certification of the election results. Following adoption of the Charter Amendment, the City Clerk shall file the adopted Charter Amendment with the Clerk of the Circuit Court of Miami-Dade County, Florida.

Section 9. Inclusion In The Charter. That subject to the requirements of Section 8 above, it is the intention of the City Commission and it is hereby provided that the Charter Amendment shall become and be made a part of the Charter of the City of Aventura; and that the Sections of this Ordinance may be renumbered or relettered to accomplish such intention.

Section 10. 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 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 11. Effective Date of Ordinance. That following adoption of this Ordinance at second reading, this Ordinance shall be effective immediately from and after July 15, 2016, so as to comply with the 120 day time constraint of Section 6.03 of the Miami-Dade County Charter.

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

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

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

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

PASSED AND ADOPTED on First Reading this ____ day of April, 2016.

PASSED AND ADOPTED on Second and Final Reading this ____ day of May, 2016.

ENID WEISMAN, MAYOR

Attest:

ELLISA L. HORVATH, MMC
CITY CLERK

Approved as to Form and Legal Sufficiency:

CITY ATTORNEY

CITY OF AVENTURA

COMMUNITY DEVELOPMENT DEPARTMENT

MEMORANDUM

TO: City Commission

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

BY: Joanne Carr, AICP
Community Development Director

DATE: February 18, 2016

SUBJECT: Application to Amend Section 31-171(a)(6)d. of the Land Development Regulations to add specifications for minimum widths of one-way and two-way access aisles and driveways (01-LDR-16)

March 1, 2016 Local Planning Agency Agenda Item **A**
March 1, 2016 City Commission Meeting Agenda Item **1A**
April 5, 2016 City Commission Meeting Agenda Item **BA**

RECOMMENDATION

It is recommended that the City Commission approve the request for an amendment to Section 31-171(a)(6)d. of the Off-Street Parking, Loading and Driveway Standards of Chapter 31 of the City Code to add minimum widths for one-way and two-way access aisles and driveways.

THE REQUEST

The applicant, Granite Aventura LLC, has submitted an application to amend Section 31-171(a)(6)d. of Chapter 31 of the City Code to allow a minimum width of 20 feet for two-way drive aisles where there is no parking on either side of the drive aisle. (See Exhibit #1 for Letter of Intent)

BACKGROUND

The applicant's request for this Code amendment results from staff review comments on the applicant's site plan approval application for construction of a 158 unit, 18 story, 186'6"

tall residential condominium building on the vacant parcel at the northwest corner of NE 185 Street and NE 28 Avenue. The site plan proposes an internal, 20 foot wide, two-way drive aisle for the driveway from the lobby to the parking garage along the NE 185 Street frontage of the site. There are no parking spaces proposed on either side of this driveway. (See Exhibit #2 for drive aisle location).

Section 31-171(a)(6)d. of the City Code states that drive aisles less than 24 feet wide shall be one-way only. The Code does not differentiate between the required width of a two-way drive aisle with adjacent parking spaces or a two-way drive aisle without adjacent parking spaces; only that any drive aisle less than 24 feet wide is to be one-way only.

The applicant is proposing a 20 foot wide, two-way drive aisle when there are no parking spaces on either side of the driveway and is requesting an amendment to allow this drive aisle width in the City Code.

The City's Traffic Engineering Consultant and the City's Engineering Consultant have both advised that they have no objection to the proposed amendment and that it is consistent with many other codes and standards, including the minimum standard required by the Miami-Dade County Fire Rescue Department for emergency vehicle access on two-way drive aisles. Exhibit #3 is a sketch prepared by the City's Engineering Consultant showing the distance between vehicles passing on a 24 foot wide, two-way drive aisle and the distance between vehicles passing on a 20 foot wide, two-way drive aisle. At 24 feet wide, there is an 8 foot wide separation between cars and a 7 foot wide separation between SUVs and trucks. At 20 feet wide, there is a 4 foot wide separation between cars and a 3 foot wide separation between SUVs and trucks.

In addition to the applicant's request, the City's Engineering Consultant has also recommended that three other drive aisle width details be included in Section 31-171(a)(6)d. The Consultant's recommendation is to include the following specifications:

1. The minimum width of drive aisle for one-way driveways where there is no parking on either side of the drive aisle shall be 14 feet, and
2. The minimum width of drive aisle for one-way drive aisles abutting parallel parking spaces shall be 12 feet, and
3. The minimum width of drive aisle for two-way drive aisles abutting parallel parking spaces shall be 20 feet.

The table in Section 31-171(a)(6)d., Figure 31-171(1), "Minimum Space Requirements at Various Parking Angles for Self-Parking Facilities", will be amended to add the four new drive aisle widths recommended by this staff report.

DESCRIPTION OF THE PROPOSED AMENDMENT

The proposed amendment to Section 31-171(a)(6)d. of Chapter 31, Article VIII., Off-Street Parking, Loading and Driveway Standards, follows and is shown in underlined text:

“Section 31-171. – Off-Street Parking, Loading and Driveway Standards.

(a) *General.* Every building, use or structure, instituted or erected after the effective date of this chapter shall be provided with off-street parking facilities in accordance with the provisions of this section for the use of occupants, employees, visitors or patrons. Such off-street parking facilities shall be maintained and continued as an accessory use as long as the main use is continued.

...

(6) *Size and character of required parking.* The following design requirements shall be observed for off-street parking:

...

d. *Accessibility.* In all zoning districts, the width of access aisles and driveways for parking lots shall be substantially in conformance with the standards set forth in Figure 31-171(1). Every space shall be accessible without driving over or through another parking space, except as provided in subsection 31-171(a)(6)i. Parking stalls abutting the same continuous drive aisle shall have the same angle and orientation. Drive aisles shall be one-way only which are less than 24 feet wide or which abut parking stalls with angles less than 90 degrees, except:

(i) one-way drive aisles for driveways with no parking spaces on either side of the drive aisle shall be a minimum of 14 feet wide;

(ii) two-way drive aisles for driveways with no parking on either side of the drive aisle shall be a minimum of 20 feet wide;

(iii) one-way drive aisles abutting parallel parking spaces shall be a minimum of 12 feet wide;

(iv) two-way drive aisles abutting parallel parking spaces shall be a minimum of 20 feet wide.

Parking stall angles and drive aisle direction of flow may change only when the drive aisle is interrupted by a circulation drive or structure.

FIGURE 31-171(1)
 MINIMUM SPACE REQUIREMENTS AT
 VARIOUS PARKING ANGLES FOR SELF-PARKING FACILITIES

"A" Parking Angle	"B" Parking Width	"C" Stall Depth	"D" Aisle Width	"E" Curb Length	"F" Overall
0° (parallel)	9.0'	23.0'	12.0' (1 way drive aisle) 20.0' (2 way drive aisle)	23'	N/A
30°	9.0'	16.8'	12.0'	18.0'	45.6'
45°	9.0'	19.0'	13.0'	12.7'	51.0'
60°	9.0'	20.1'	18.0'	10.4'	58.2'
90°	9.0'	18.0'	24.0'	9.0'	60.0'

****** One-way drive aisles for driveways with no parking on either side of the drive aisle shall be a minimum of 14 feet wide; two-way drive aisles for driveways with no parking on either side of the drive aisle shall be a minimum of 20 feet wide.

...

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, Objective 1 and its measure of the Land Use Goal in the Future Land Use Element which states that "the Land Development Regulations shall provide a cohesive blueprint for development and redevelopment of the City that accommodates growth while maintaining the integrity of the built and natural environment." The measure of Objective 1 above is incorporation of policy provisions in to the Land Development Regulations. This amendment incorporates policy decisions for minimum width of one-way and two-way drive aisles for development and redevelopment in the City.

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. The proposed amendment is consistent with this purpose.

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

The proposed amendment furthers the orderly development of the City by establishing standards for review and approval of development of land.

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 by which to approve development or redevelopment projects in the City.

Akerman

Marissa Amuiat

Akerman LLP
One Southeast Third Avenue
Suite 2500
Miami, FL 33131-1714
Tel: 305.374.5600
Fax: 305.374.5095Dir: 305.982.5614
marissa.amuiat@akerman.com

January 20, 2016

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

JAN 21 2016

Re: Letter of Intent
Proposed Text Amendment to Land Development Code

Dear Ms. Carr:

On behalf of Granite Aventura LLC (the "Applicant"), enclosed herein please find an application for a text amendment to the City of Aventura Land Development Code ("Code"). It has come to our attention that the Code does not differentiate between the required width of a two-way driveway with no abutting parking and the required width of a drive aisle within a surface parking lot. Therefore the minimum standard width presently applied to two-way driveways with no abutting parking is 24 feet, which is wider than necessary to meet safety standards. Further, this requirement creates additional, unnecessary impervious surfaces that add to the heat island effect and increase stormwater runoff. The purpose of this request is to create clarity within the Code to allow appropriate widths of internal site driveways to be permitted.

As set forth in Table 3-8 (attached as **Exhibit 1**) of the Manual of Uniform Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Greenbook") produced by the Florida Department of Transportation ("FDOT"), 10 foot minimum lane width is acceptable for local roads. Further, Miami-Dade County allows lane widths of 10 feet for driveways as set forth in the County Code of Ordinances Chapter 33, Article VII, Section 33-122 (**Exhibit 2**). This section indicates that, *Driveways where there is no parking on either side shall be a minimum of 20 feet in width for two-way traffic.* Finally, according to the National Association of City Transportation Officials, lane widths of 10 feet

akerman.com

EXHIBIT #1
01-LDR-16

are appropriate in urban areas and have a positive impact on a street's safety without impacting traffic operations.¹

Based on the accepted engineering standards for roadways cited herein, 10 foot minimum lane width is acceptable for an internal roadway. A two-way driveway could therefore be constructed at total width of 20 feet if the proposed text amendment is adopted.

In order to address the scenario described above, the Applicant requests that Code Section 31-171(a)(6)d be amended as follows (additions underlined):

Accessibility. In all zoning districts, the width of access aisles and driveways for parking lots shall be substantially in conformance with the standards set forth in figure 31-171(1). Every space shall be accessible without driving over or through another parking space, except as provided in subsection 31-171(a)(6)i. Parking stalls abutting the same continuous drive aisle shall have the same angle and orientation. Drive aisles shall be one-way only which are less than 24 feet wide or which abut parking stalls with angles less than 90 degrees, except that two-way driveways with no abutting parking may be 20 feet wide. Parking stall angles and drive aisle direction of flow may change only when the drive aisle is interrupted by a circulation drive or structure.

We look forward to presenting this item to the City Commission at its Workshop on February 17th, to the Local Planning Agency on March 1st and to the City Commission on 2nd Reading on April 5th. Thank you for your consideration of this proposed text amendment.

Sincerely,



Marissa R. Amual

¹ See: <http://nacto.org/publication/urban-street-design-guide/street-design-elements/lane-width/>

Exhibit 1

**TABLE 3 – 8
 MINIMUM LANE WIDTHS**

	Minimum Lane Width (FEET)
Freeways	12
Major Arterials	11
Minor Arterials	11
Collectors (Major and Minor)	11
Local Roads *	10
Auxiliary Lanes	10

* Pavement widths may be reduced for the paving of certain existing unpaved subdivision streets and low volume rural roads. See CHAPTER 3, SECTION A for conditions.

**TABLE 3 – 9
 MINIMUM WIDTHS OF PAVEMENT AND SHOULDERS
 FOR TWO (2) LANE RURAL HIGHWAYS**

DESIGN SPEED (MPH)	AVERAGE DAILY TRAFFIC (2 - WAY)				
	250	250 - 400	400 - 750	750 - 1,600	ABOVE 1,600
	MINIMUM WIDTH OF PAVEMENT (FEET)				
30	20	20	22	22	24
35	20	20	22	22	24
40	20	20	22	22	24
45	20	20	22	22	24
50	20	20	22	24	24
55	20	22	22	24	24
60	20	22	22	24	24
65	20	22	24	24	24
	MINIMUM WIDTH OF SHOULDER (FEET)				
ALL	6	6	6	8	8

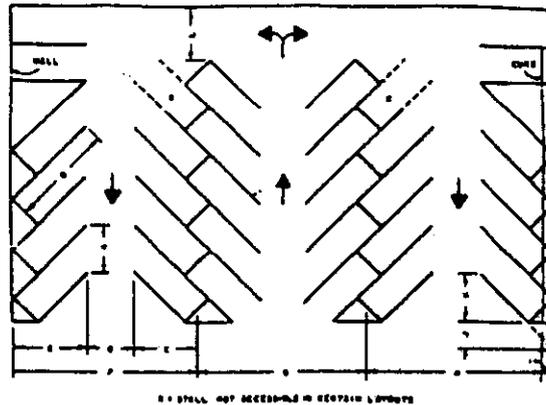
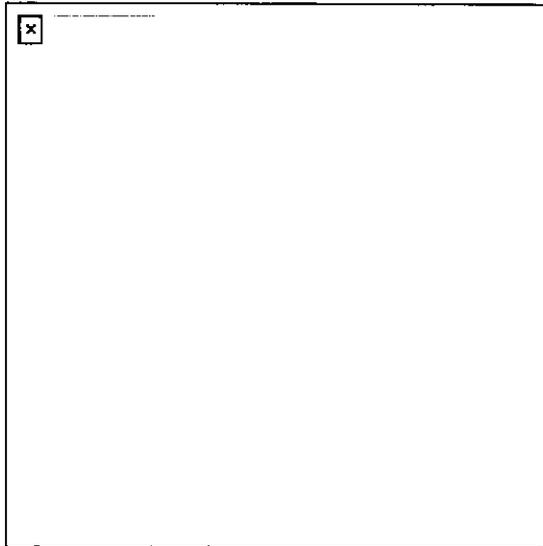
Exhibit 2

Sec. 33-122. - Required; definitions of parking space.

Permanently maintained off-street parking for vehicles shall be provided in connection with any building or premises used or designed to be used for the purposes set forth in this article. Parking spaces on private roadways shall not be credited towards required parking. For the purpose of this article, each parking space shall be a minimum of eight and one-half (8.5) by eighteen (18) feet with the following exceptions:

- (1) Where parking spaces for the handicapped are to be provided, they shall be a minimum of eighteen (18) feet long and the width and quality shall be in accordance with the South Florida Building Code.

Parking stall and aisle dimensions shall conform to the charts entitled "Minimum Parking Stall Dimension" and "Striping Detail" hereby incorporated as part of this section.



MINIMUM PARKING STALL DIMENSIONS (IN FEET)
AT VARIOUS ANGLES

Dimension	Symbol	(8.5' x 18')			
		45°	60°	75°	90°
Stall width, parallel to aisle	A	12.0	9.8	8.8	8.5
Stall length of line	B	26.5	22.9	20.3	18.0
Stall depth to wall	C	18.7	19.8	19.6	18.0
Aisle width between stall lines	D	12.0	17.0	21.0	22.0
Stall depth, interlock	E	15.7	17.7	18.5	18.0

Module, wall to interlock	F	46.5	54.6	59.1	58.0
Module, interlocking	G	43.5	52.4	58.0	58.0
Module, interlock to curb face	H	44.7	52.4	56.7	55.5
Bumper overhang (typical)	I	1.8	2.2	2.4	2.5
Offset	J	6.0	2.5	0.6	0.0
Setback	K	12.7	9.0	4.7	0.0
Driveways	L	**	**	**	**

For parallel parking minimum widths and length are 8.0' × 23.0'.

** Driveways where there is no parking on either side shall be a minimum of twenty (20) feet in width for two-way traffic and fourteen (14) feet for one-way traffic. Access drives between the paved portion of the right-of-way and the property line shall comply with the Miami-Dade County public works manual.



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MECHANICAL ENGINEER

ELECTRICAL ENGINEER

CIVIL ENGINEER

ENVIRONMENTAL CONSULTANT

VEGETATION MANAGEMENT SPECIALIST

KEY PLAN



OFFICE REVISIONS (IF ANY CHANGE)

Date	Description

Project No.: 2279
 Drawn by:
 Approved by:

SHEET INDEX
SITE PLAN

A0.101

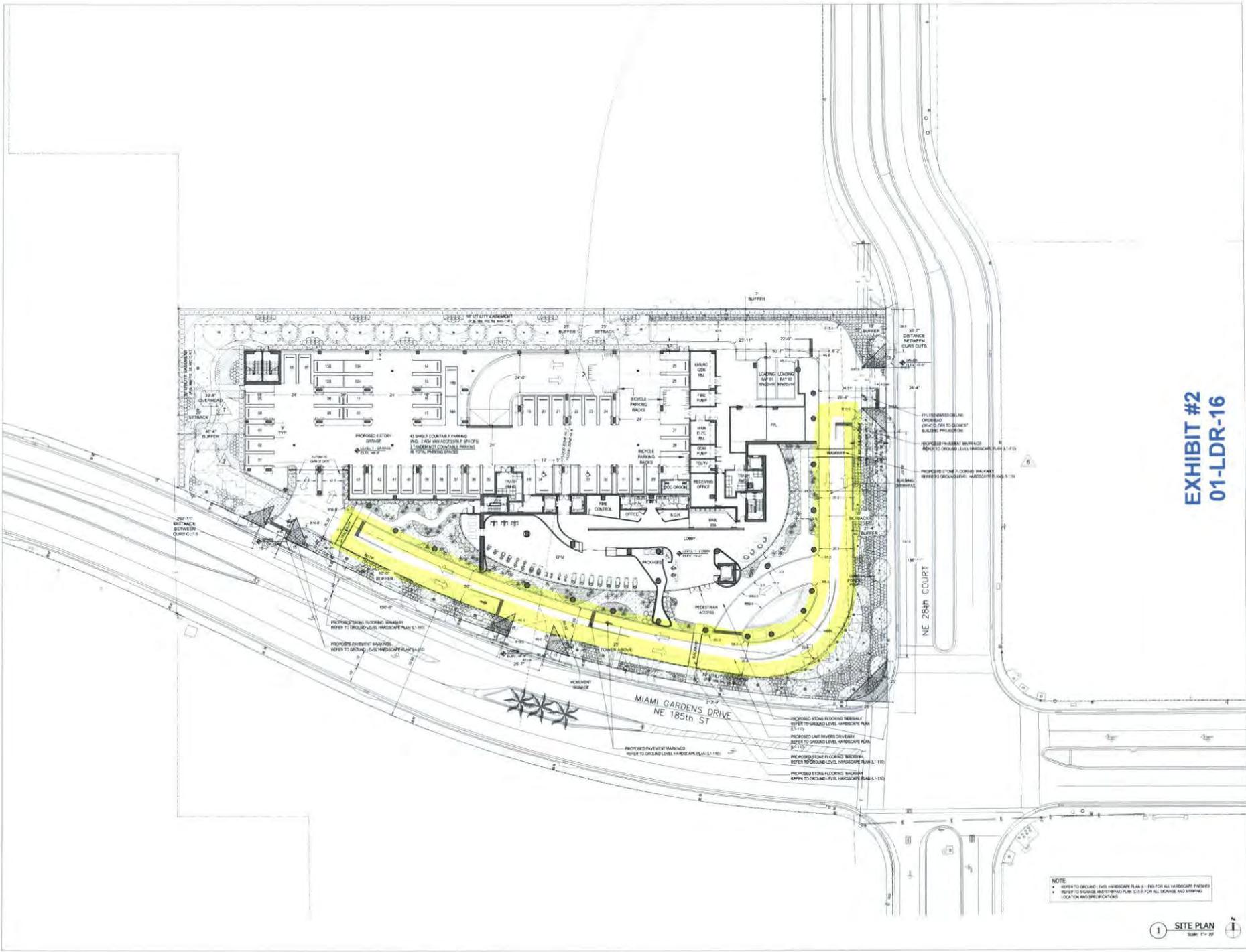
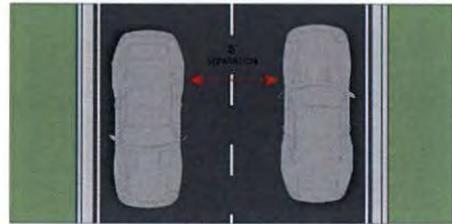
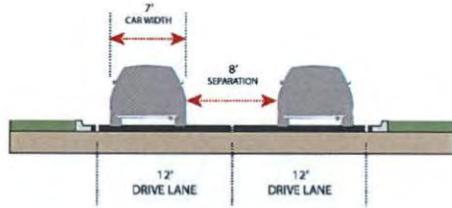


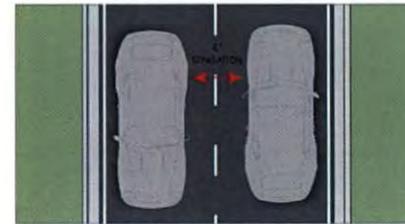
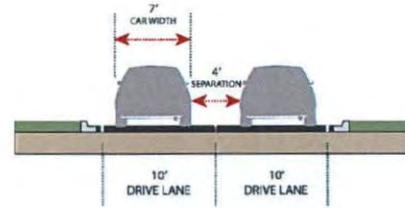
EXHIBIT #2
01-LDR-16

NOTE
 • REFER TO GROUND LEVEL LANDSCAPE PLAN 01-110 FOR ALL LANDSCAPE FINISHES
 • REFER TO SIGNAGE AND IDENTIFICATION PLAN 01-110 FOR ALL SIGNAGE AND IDENTIFICATION SPECIFICATIONS

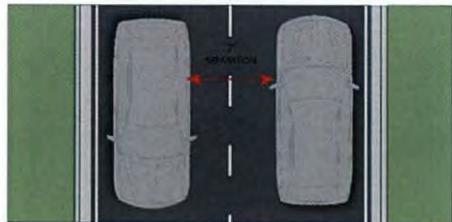
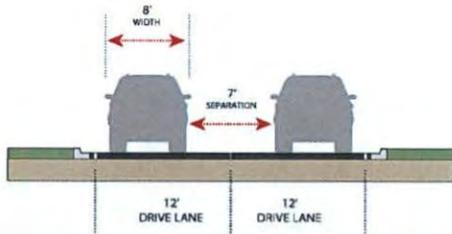
1 SITE PLAN
 Scale: 1" = 20'



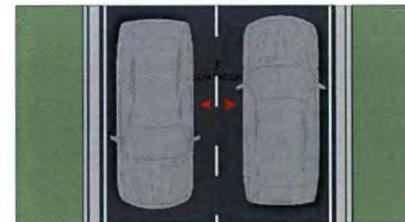
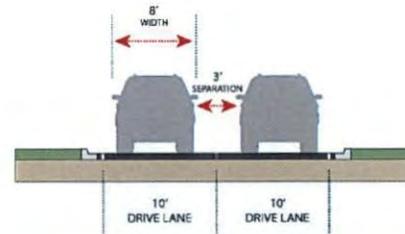
24' ROAD WIDTH (CAR)



20' ROAD WIDTH (CAR)



24' ROAD WIDTH (SUV/ TRUCK)



20' ROAD WIDTH (SUV/ TRUCK)



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>Neisen O. Kasdin</u>	<u>Attorney</u>
<u>Marissa R. Amual</u>	<u>Attorney</u>
<u>Maeve E. Desmond</u>	<u>Planner</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 15th DAY OF January 2016

AUTHORIZED REPRESENTATIVE OF APPLICANT:

OWNER

By: [Signature]
 Name: RONNIE GRASS
 Title: VICE PRESIDENT
 Address: 214 W. 34th ST.
New York, NY 10018

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

STATE OF ~~FLORIDA~~) New York
COUNTY OF ~~MIAMI-DADE~~) New York

Before me the undersigned authority personally appeared RONNIE GRASS 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 15th day of January, 2016

[Signature]
 AFFIANT
[Signature]
 Notary Public State of ~~Florida~~ New York
 Printed Name of Notary ELIZABETH BAULEA
 My commission expires: June 5, 2018
 ELIZABETH BAULEA
 NOTARY PUBLIC-STATE OF NEW YORK
 No. 01606147564
 Qualified in Suffolk County
 My Commission Expires June 05, 2018



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 15th DAY OF January 2016

APPLICANT: GRANITE AVENTURA LLC

By: [Signature] (Signature)
Name: RONNIE GROSS (Print)
Title: VICE PRESIDENT (Print)

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

PROPERTY OWNER:

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

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

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

REPRESENTATIVE. (Listed on Business Relationship Affidavit)

By: _____ (Signature)

By: _____ (Signature)

Name: _____ (Print)

Name: _____ (Print)

Title: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

By: _____ (Signature)

Name: _____ (Print)

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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~~ **NEW YORK**
COUNTY OF ~~MIAMI-DADE~~ **NEW YORK**

Before me, the undersigned authority, personally appeared KONNIE GROSS 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 15th day of January, 2006

AFFIANT *Konnie Gross*

[Signature]
Notary Public State of Florida At Large

Printed Name of Notary ELIZABETH BONILLA
My commission expires: June 5, 2018

ELIZABETH BONILLA
NOTARY PUBLIC-STATE OF NEW YORK
No. 01806147564
Qualified in Queens County
My Commission Expires June 05, 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 _____, 200__

AFFIANT _____

Notary Public State of Florida At Large

Printed Name of Notary _____
My commission expires: _____

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

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

AFFIANT _____

Notary Public State of Florida At Large

Printed Name of Notary _____
My commission expires: _____

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

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

AFFIANT _____

Notary Public State of Florida At Large

Printed Name of Notary _____
My commission expires: _____



BUSINESS RELATIONSHIP AFFIDAVIT*

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

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

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

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

The nature of the Business Relationship is as follows:

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

WITNESS MY HAND THIS 19th DAY OF January ~~200~~ 2016

APPLICANT

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

WITNESS MY HAND THIS _____ DAY OF _____ 200__

PROPERTY OWNER

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

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

WITNESS MY HAND THIS 19 DAY OF January, 2006

REPRESENTATIVE (Listed on Business Relationship Affidavit)

By: [Signature] (Signature)

Name: Najim Kadin (Print)

Title: Attorney (Print)

By: [Signature] (Signature)

Name: Marissa Annia (Print)

Title: Attorney (Print)

By: [Signature] (Signature)

Name: Merve Desmond (Print)

Title: Planner (Print)

By: _____ (Signature)

Title: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

Title: _____ (Print)

Title: _____ (Print)

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

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

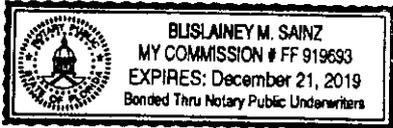
NOTARIZATION PROVISION

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

Before me, the undersigned authority, personally appeared Marissa Amual 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.

Marissa Amual
AFFIANT

SWORN TO AND SUBSCRIBED before me this 19 day of January, 2019



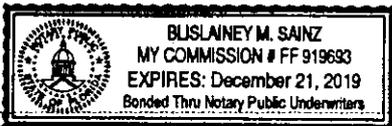
Blislainey Sainz
Notary Public State of Florida At Large
Printed Name of Notary
My commission expires 12-21-19

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

Before me, the undersigned authority, personally appeared Neisen Kadin 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.

Neisen Kadin
AFFIANT

SWORN TO AND SUBSCRIBED before me this 19 day of January, 2019



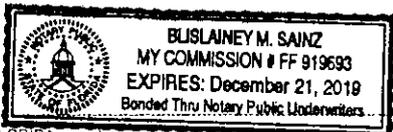
Blislainey Sainz
Notary Public State of Florida At Large
Printed Name of Notary
My commission expires 12-21-19

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

Before me, the undersigned authority, personally appeared Maeve Desmond 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.

Maeve Desmond
AFFIANT

SWORN TO AND SUBSCRIBED before me this 19 day of January, 2019



Blislainey Sainz
Notary Public State of Florida At Large
Printed Name of Notary
My commission expires 12-21-19

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 _____

ORDINANCE NO. 2016-__

AN ORDINANCE OF THE CITY OF AVENTURA, FLORIDA AMENDING ARTICLE VIII., SECTION 31-171, "OFF-STREET PARKING, LOADING AND DRIVEWAY STANDARDS", OF CHAPTER 31 "LAND DEVELOPMENT REGULATIONS" OF THE CITY CODE BY AMENDING SECTION 31-171(a)(6)d. TO ADD MINIMUM WIDTHS FOR ONE-WAY AND TWO-WAY DRIVE AISLES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the applicant, Granite Aventura LLC, through Application No. 01-LDR-16, is requesting amendment to Article VIII., Section 31-171 "Off-Street Parking, Loading and Driveway Standards" of Chapter 31 "Land Development Regulations" of the Code of Ordinances ("City Code") by amending Section 31-171(a)(6)d. to add a minimum width of twenty (20') feet for two-way drive aisles without abutting parking spaces; and

WHEREAS, it is further recommended that minimum widths for one-way drive aisles with no abutting parking spaces, for two-way drive aisles abutting parallel parking spaces and for one-way drive aisles abutting parallel parking spaces be added to Section 31-171(a)(6)d.; and

WHEREAS, Objective 1 of the Land Use Goal in the Future Land Use Element of the City's Comprehensive Plan provides that "...the Land Development Regulations shall provide for a cohesive blueprint for development and redevelopment of the City that accommodates growth while maintaining the integrity of the built and natural environment." and the Measure of Objective 1 is incorporation of policy provisions into the Land Development Regulations; and

WHEREAS, the City Commission finds that the proposed amendment to Section 31-171 of the City Code to provide minimum widths for one-way and two-way drive aisles for development and redevelopment in the City 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 interests of the public to amend Section 31-171 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. Section 31-171(a)(6)d. and Figure 31-171(1) of Article VIII., Section 31-171 "Off Street Parking, Loading and Driveway Standards" of Chapter 31 "Land Development Regulations" of the City Code is hereby amended to read as follows¹:

Section 31-171. – Off-Street Parking, Loading and Driveway Standards.

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

(a) *General.* Every building, use or structure, instituted or erected after the effective date of this chapter shall be provided with off-street parking facilities in accordance with the provisions of this section for the use of occupants, employees, visitors or patrons. Such off-street parking facilities shall be maintained and continued as an accessory use as long as the main use is continued.

...

(6) *Size and character of required parking.* The following design requirements shall be observed for off-street parking:

...

d. *Accessibility.* In all zoning districts, the width of access aisles and driveways for parking lots shall be substantially in conformance with the standards set forth in figure 31-171(1). Every space shall be accessible without driving over or through another parking space, except as provided in subsection 31-171(a)(6)i. Parking stalls abutting the same continuous drive aisle shall have the same angle and orientation. Drive aisles shall be one-way only which are less than 24 feet wide or which abut parking stalls with angles less than 90 degrees, except:

(i) one-way drive aisles for driveways with no abutting parking spaces shall be a minimum of 14 feet wide;

(iii) two-way drive aisles for driveways with no abutting parking shall be a minimum of 20 feet wide;

(ii) one-way drive aisles abutting parallel parking spaces shall be a minimum of 12 feet wide;

(iv) two-way drive aisles abutting parallel parking spaces shall be a minimum of 20 feet wide.

Parking stall angles and drive aisle direction of flow may change only when the drive aisle is interrupted by a circulation drive or structure.

FIGURE 31-171(1)
 MINIMUM SPACE REQUIREMENTS AT VARIOUS PARKING ANGLES
 FOR SELF-PARKING FACILITIES

"A" Parking Angle	"B" Parking Width	"C" Stall Depth	"D" Aisle Width	"E" Curb Length	"F" Overall
<u>0° (parallel)</u>	<u>9.0'</u>	<u>23.0'</u>	<u>12.0' (1 way drive aisle)</u> <u>20.0' (2 way drive aisle)</u>	<u>23'</u>	<u>N/A</u>
30°	9.0'	16.8'	12.0'	18.0'	45.6'
45°	9.0'	19.0'	13.0'	12.7'	51.0'
60°	9.0'	20.1'	18.0'	10.4'	58.2'
90°	9.0'	18.0'	24.0'	9.0'	60.0'

** One-way drive aisles for driveways with no parking on either side of the drive aisle shall be a minimum of 14 feet wide; two-way drive aisles for driveways with no parking on either side of the drive aisle shall be a minimum of 20 feet wide.

...

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 Holzberg, who moved its adoption on first reading. This motion was seconded by Commissioner Landman and upon being put to a vote, the vote was as follows:

Commissioner Enbar Cohen	<u>Yes</u>
Commissioner Teri Holzberg	<u>Yes</u>
Commissioner Howard Weinberg	<u>Yes</u>
Commissioner Marc Narotsky	<u>Yes</u>
Commissioner Denise Landman	<u>Yes</u>
Vice Mayor Robert Shelley	<u>Yes</u>
Mayor Enid Weisman	<u>Yes</u>

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

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

PASSED on first reading on this 1st day of March, 2016.

PASSED AND ADOPTED on this 5th day of April, 2016.

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 _____, 2016.

CITY OF AVENTURA

COMMUNITY DEVELOPMENT DEPARTMENT

MEMORANDUM

TO: City Commission

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

BY: Joanne Carr, AICP
Community Development Director

DATE: February 18, 2016

SUBJECT: Proposed Amendment to the Chapter 14 of the City Code
Article VI., Green Building Program, Section 14-115
to clarify calculation of incentives and bonuses
(01-CC-16)



March 1, 2016 City Commission Meeting Agenda Item 7B
April 5, 2016 City Commission Meeting Agenda Item BB

RECOMMENDATION

It is recommended that the City Commission approve an amendment to Chapter 14, Article VI., Green Building Program, Section 14-115 of the City Code to clarify calculation of incentives and bonuses.

THE AMENDMENT

Chapter 14, Article VI., Green Building Program, of the City Code was adopted on October 6, 2009 through Ordinance No. 2009-18 to encourage green building construction in the City. Section 14-115(II) of the Green Building Program permits a lot coverage and floor area ratio bonus for those buildings that attain LEED® Gold or Platinum certification. The incentives and bonuses were included to reward the higher levels of green building. These bonuses are subject to approval at public hearing using the conditional use approval standards in Section 31-73 of the City Code.

The incentives and bonuses section of the Green Building Program does not specifically address a situation where a LEED® Gold or Platinum building is proposed on the same site that had an existing building on October 6, 2009; the date of adoption of the Green Building Program and that existing building is not certified at one of these two levels. Based on the current language in Section 14-115 (II) of the Code, only the portion of the

property on which the green building project is located would be used for calculation of the lot coverage and floor area ratio bonuses. This may be a disincentive to attain the higher green building certification.

In order to preclude the construction of a LEED® Gold or Platinum certified building that is smaller than an existing building on the same site that is not certified, it is recommended that the bonuses be calculated on the total lot area only when the LEED® Gold or Platinum certified project is the same size or larger than the total square footage of the existing building or buildings. It is further recommended that this amendment apply only to sites with an existing office building or buildings to encourage non-residential development.

The proposed amendment to Section 14-115 (II) is shown in underlined text, as follows:

Chapter 14, Article VI, Section 14-115.

II. For those Buildings that attain LEED® Gold Certification or Platinum Certification

- (i) All of the incentives in I. above; and
- (ii) Floor Area Ratio (FAR) bonus not to exceed an FAR of 2.0 for properties with a Business & Office Future Land Use Designation, using the conditional use approval standards in Section 31-73 of the City Code rather than the variance approval standards in Section 31-76 of the City Code; and
- (iii) Lot coverage bonus provided that a green roof and/or green rooftop amenities are provided and maintained for the common benefit of building occupants; and; that increased Florida-Friendly tree canopy and Florida-Friendly plantings designed to calm the heat island effect are located on site, all in an amount equal to the requested increased lot coverage, using the conditional use approval standards in Section 31-73 of the City Code rather than the variance approval standards in Section 31-76 of the City Code.
- (iv) For projects located on the same site as an existing office building or buildings, which office building or buildings was/were constructed before October 6, 2009 as evidenced by a temporary certificate of occupancy or certificate of occupancy and does/do not meet LEED® Gold or Platinum certification, the bonuses in (ii) and (iii) above shall be calculated based on the applicant's total site area, provided that the new construction that attains LEED® Gold or Platinum certification is the same size or larger than the total square footage of the existing office building or buildings.

ORDINANCE NO. 2016-__

AN ORDINANCE OF THE CITY OF AVENTURA, FLORIDA, AMENDING CHAPTER 14, "BUILDINGS AND BUILDING REGULATIONS", ARTICLE VI., "GREEN BUILDING PROGRAM" TO ADD CLARIFICATION TO SECTION 14-115, INCENTIVES AND BONUSES; AGREEMENT AND BOND REQUIREMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS Ordinance No. 2009-18, adopted on October 6, 2009, enacted an amendment to Chapter 14 of the City Code to establish a green building program for the City of Aventura; and

WHEREAS green building construction results in benefits to the environment, economy and health of the community; and

WHEREAS the City Commission determined that due to these benefits, it is in the best interest of the public health, safety and welfare of the citizens, residents and workers in the City of Aventura to provide an incentive program for private new construction and substantial renovations to LEED® standards; and

WHEREAS the City Commission has determined that a clarification to Chapter 14, Article VI. "Green Building Program", Section 14-115, Incentives and Bonuses; Agreement and Bond Requirements of the City Code is in the best interest of the public health, safety and welfare; and

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

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

Section 1. Findings. That the foregoing "Whereas" clauses are hereby ratified and incorporated as the legislative intent of this Ordinance.

Section 2. That the following text is hereby added to Chapter 14 “Buildings and Building Regulations”, Article VI. “Green Building Program”, Section 14-115, of the City Code¹:

...

Section 14-115. Incentives and Bonuses; Agreement and Bond Requirements.

The Program shall consist of incentives/bonuses (collectively referred to as “incentives” when the context requires) designed to encourage the use of the Program and listed in this section. Incentives and bonuses shall be administered by the City Manager or designee on an incremental basis based on level of certification to be attained and subject to full documentary evidence being provided to the satisfaction of the City Manager or designee and in accordance with the criteria established by this article and the pertinent provisions of the Land Development Code.

I. For those buildings that attain LEED® Certification or LEED® Silver Certification

- (i) Expedited site plan review, that is, site plan applications for green buildings shall be given priority review by the City;
- (ii) Expedited building permit review, that is, building permit applications for green buildings shall be given priority review by the City;
- (iii) Marketing incentives including Program participation announcement on the site construction sign; a plaque not to exceed two square feet to be attached to the Building designating the project under the Program, subject to the review and approval of the City Manager or designee; such plaque shall be treated as a governmental information sign exempt from permitting but subject to other regulations as provided in the City Code; the inclusion of Program Participants and their Building information on the City’s “Go Green” webpage; press releases; and eligibility for Green Building award in the City’s annual “Go Green” awards program.
- (iv) Administrative variances to allow orientation of the Building to take full advantage of available natural resources, such as yard setbacks, landscape buffers, driveways and/or architectural design standards needed to support the proposed design in the opinion of the City Manager or his designee.

II. For those Buildings that attain LEED® Gold Certification or Platinum Certification

- (i) All of the incentives in I. above; and
- (ii) Floor Area Ratio (FAR) bonus not to exceed an FAR of 2.0 for properties with a Business & Office Future Land Use Designation, using the conditional use approval standards in Section 31-73 of the City Code

¹ Underlined text indicates proposed additions to the City Code; ~~stricken through~~ text indicates proposed deletions from existing City Code text.

- rather than the variance approval standards in Section 31-76 of the City Code; and
- (iii) Lot coverage bonus provided that a green roof and/or green rooftop amenities are provided and maintained for the common benefit of building occupants; and; that increased Florida-Friendly tree canopy and Florida-Friendly plantings designed to calm the heat island effect are located on site, all in an amount equal to the requested increased lot coverage, using the conditional use approval standards in Section 31-73 of the City Code rather than the variance approval standards in Section 31-76 of the City Code.
 - (iv) For projects located on the same site as an existing office building or buildings, which office building or buildings was/were constructed before October 6, 2009 as evidenced by a temporary certificate of occupancy or certificate of occupancy and does/do not meet LEED® Gold or Platinum certification, the bonuses in (ii) and (iii) above shall be calculated based on the applicant's total site area, provided that the new construction that attains LEED® Gold or Platinum certification is the same size or larger than the total square footage of the existing office building or buildings.

Prior to filing an application for award of incentives and/or bonuses, the Program Participant shall register their intent with the USGBC for LEED® certification and obtain in writing a proposed checklist of certification points that may be attainable for the project. The Program Participant shall then be required to attend a pre-application meeting with the City Manager or designee for the purpose of a review of the proposed certification checklist and detail of proposed credits for certification. The checklist and certification details shall be confirmed through a written agreement between the property owner and the City, in the form prescribed by the City, and through a covenant recorded in the public records in form approved by the City Attorney, that the proposed manner of compliance with LEED® certification as provided by the Program guidelines, policies and procedures will be incorporated into the development and maintained in perpetuity. All checklist items will be shown and/or noted on the plans submitted for building permit approval, as a condition of permit issuance.

Prior to filing an application for award of incentives and/or bonuses for LEED® Gold and Platinum buildings described in Paragraph numbered II. of this section, in addition to the requirements of the preceding paragraph, the Program Participant shall provide a performance bond or other security in form approved by the City Manager and City Attorney as follows:

- (i) the bond or security shall be in an amount ranging from one (1%) percent to five (5%) percent of the value of proposed costs of construction as approved by the City's Building Official, or such greater amount as determined by the City Manager;
- (ii) the bond or security shall be submitted at the time of filing of any application for award of incentives and/or bonus;
- (iii) the bond or security shall be subject to call by the City 180 days from the

issuance of the certificate of occupancy or certificate of completion, whichever first occurs, if LEED® certification has not been achieved by that time. Reasonable extensions of time, up to a maximum of one (1) year from the issuance of the certificate of occupancy or certificate of completion whichever first occurs, may be granted by the City Manager or his designee for good cause.

If the Program Participant is awarded an incentive and/or bonus provided herein and fails to complete LEED® certification as committed within one (1) year from the issuance of the certificate of occupancy or certificate of completion, whichever first occurs, then the City Manager or designee shall deem such bond or security forfeited to the City for any lawful governmental purpose identified by the City Commission; and

If the project receives LEED® certification at the level described in the agreement and covenant prior to the expiration of the 180 day period provided for above, or extensions of time granted by the City Manager or designee, and the bond has not been forfeited as provided above, then the bond or security may be released following submittal to the City of written proof of level of LEED® certification by the USGBC.

...

Section 3. 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 4. Inclusion in the Code. That it is the intention of the City Commission and it is hereby ordained that the provisions of this Ordinance shall become and made a part of the City Code of the City of Aventura.

Section 5. Effective Date. That this Ordinance shall be effective upon passage by the City Commission on second reading.

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

Commissioner Enbar Cohen	<u>Yes</u>
Commissioner Teri Holzberg	<u>Yes</u>
Commissioner Denise Landman	<u>Yes</u>
Commissioner Marc Narotsky	<u>Yes</u>
Commissioner Howard Weinberg	<u>Yes</u>
Vice Mayor Robert Shelley	<u>Yes</u>
Mayor Enid Weisman	<u>Yes</u>

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

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

PASSED on first reading this 1st day of March, 2016.

PASSED AND ADOPTED on second reading this 5th day of April, 2016.

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 April, 2016.

City Clerk

CITY OF AVENTURA
FINANCE DEPARTMENT

MEMORANDUM

TO: City Commission

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

BY: Brian K. Raducci, Finance Director

DATE: February 19, 2016

SUBJECT: Mid-Year Ordinance Amending 2015/16 Budget

1st Reading March 1, 2016 City Commission Meeting Agenda Item 7C
2nd Reading April 5, 2016 City Commission Meeting Agenda Item 8C

RECOMMENDATION

It is recommended that the City Commission approve the attached Ordinance amending the 2015/16 budget. The total amount of each fund's budget amendment is outlined below.

BACKGROUND

As you may be aware, the City normally amends the budget at mid-year to:

- recognize actual fund balance amounts carried over based on the prior year's audit, and to
- re-appropriate the balances in capital outlay projects which were not 100% complete by the end of the prior fiscal year.

The need to re-appropriate unspent capital accounts and to recognize the actual fund balances at September 30, 2015 to the 2015/16 budget will also be addressed in my memorandum which will accompany the Commission's electronic package containing the Comprehensive Annual Financial Report.

In addition, there were a few other items that were approved formally or by consensus since the start of the new fiscal year that now require a corresponding budget amendment to provide the necessary funding. For simplicity, the following narrative addresses all of the items discussed above in "Fund/Account Number sequence" in terms of how they appear on the adjacent Budget Amendment Schedule.

GENERAL FUND (001)

Revenues and Expenditures – a net increase of \$591,041, respectively

Revenues: Net increase of \$591,041 as follows:

To recognize and re-appropriate additional Carryover in the amount \$591,041 in order to provide the necessary funding for the items as described below.

Expenditures: Net increase of \$591,041 as follows:

1. To increase the Legislative Expenses in the City Commission Department by \$14,000 to provide the funding for the increase from \$6,059 to \$8,059 per year (per Commissioner) that was by approved by Ordinance No. 2015-11.
2. To increase the Election Expenses in the City Clerk Department by \$43,000 to provide the funding for the mail-in ballot related to the City Charter proposed amendments.
3. To re-appropriate \$457,723 worth of capital outlay projects which were not 100% complete by the end of the prior fiscal year as follows:

a. computer equipment		\$430,000
i. Information Technology	\$340,000	
ii. Community Development	\$90,000	
b. equipment – other (Public Safety)		<u>27,723</u>
Total		<u>\$457,723</u>

4. To establish a budget for Capital Outlay – Community Center Improvements in the amount of \$84,000 for Acoustic Improvements which were approved by consensus at the January 21, 2016 Commission Workshop.
5. To decrease Non Departmental/Transfers to the debt service funds as follows:
 - a. Fund 230 - \$233
 - b. Fund 250 - \$7,449 (for a total of \$7,682)

This amendment allows the City to recognize and utilize actual fund balances from the two-related debt service funds (as described below), based on the prior year's audit.

SPECIAL REVENUE FUNDS

POLICE EDUCATION FUND (110)

Revenues and Expenditures – a net increase of \$732, respectively

To recognize and re-appropriate a Carryover in the amount of \$732 based on the prior year's audit in order to provide for additional Training.

TRANSPORTATION AND STREET MAINTENANCE FUND (120)

Revenues and Expenditures – a net increase of \$587,268, respectively

To recognize and re-appropriate additional Carryover in the amount of \$587,268 to fund the three (3) projects below as well as to adjust the Capital Reserve budgeted line item.

1. To establish a budget for the Turnberry Way Sidewalk in the amount of \$32,000 which was approved by consensus at the January 21, 2016 Commission Workshop.
 2. To establish a budget for City-wide Bicycle Sharing System in the amount of \$215,000 for a new initiative which was approved by consensus at the January 21, 2016 Commission Workshop.
 3. To re-appropriate \$467,000 worth of TVMS Upgrades which were not 100% complete by the end of the prior fiscal year.
 4. To decrease the Capital Reserve budgeted line item by a net amount of \$126,732 in order to adjust it as a result of the post-audit budget amendments described above.
-

911 FUND (180)

Revenues and Expenditures – a net increase of \$44,042

To recognize and re-appropriate additional Carryover in the amount of \$44,042 based on the prior year's audit in order to provide for additional capital reserve.

DEBT SERVICES FUNDS

DEBT SERVICE FUND SERIES 2010 & 2011 (230)

(Revenue Reclassification of \$233 – net effect is \$0)

To recognize and re-appropriate a Carryover in the amount of \$233 based on the prior year's audit and to simultaneously reduce the transfer from the General Fund by \$233 for a net effect of \$0.

DEBT SERVICE FUND SERIES 2012, Charter School Land (250)

(Revenue Reclassification of \$7,449 – net effect is \$0)

To recognize and re-appropriate a Carryover in the amount of \$7,449 based on the prior year's audit and to simultaneously reduce the transfer from the General Fund by \$7,449 for a net effect of \$0.

CAPITAL PROJECTS FUND (392)

Revenues and Expenditures – a net increase of \$572,182, respectively

To recognize and re-appropriate additional Carryover to fund the project below as well as to provide for additional capital reserve.

1. To re-appropriate \$100,000 worth of TVMS Upgrades which were not 100% complete by the end of the prior fiscal year.
2. To re-appropriate \$17,670 worth of NE 188th Street Park Improvements which were not 100% complete by the end of the prior fiscal year and to provide an additional \$258,701 to the project to cover the increase in the construction cost over the original estimate which was approved at the January 21, 2016 Commission Meeting.
3. To increase the Capital Reserve budgeted line item by a net amount of \$195,811 in order to adjust it as a result of the post-audit budget amendments described above.

If you should have any questions related to this memorandum, please feel free to contact the City Manager.

BKR/bkr

ORDINANCE NO. 2016-___

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, AMENDING ORDINANCE NO. 2015-09 WHICH ORDINANCE ADOPTED A BUDGET FOR THE 2015/2016 FISCAL YEAR BY REVISING THE 2015/2016 FISCAL YEAR OPERATING AND CAPITAL BUDGET AS OUTLINED IN EXHIBIT "A" ATTACHED HERETO; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, upon the periodic review and analysis of current budgetary commitments and obligations, and based upon the projected needs and requirements of the City and upon the recommendations of the City Manager (and the concurrence of the Finance Director as to Accounting Principles), it is deemed necessary to adjust, amend and implement the 2015/2016 Operating and Capital Budget as set forth in Exhibit "A" attached hereto and made a part hereof.

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

Section 1. The recitals contained in the preamble to this Ordinance are incorporated by reference herein.

Section 2. The City Commission hereby authorizes the amendment of Ordinance No. 2015-09, which Ordinance adopted a budget for the 2015/2016 fiscal year, by revising the 2015/2016 budget as set forth on the attached Exhibit "A" which exhibits are deemed incorporated by reference as though set forth in full herein.

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

Section 4. Effective Date. This Ordinance shall be effective immediately upon adoption on second reading and shall be applicable retroactively from and after October 1, 2015.

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

Commissioner Enbar Cohen	<u>Yes</u>
Commissioner Mayor Teri Holzberg	<u>Yes</u>
Commissioner Denise Landman	<u>Yes</u>
Commissioner Marc Narotsky	<u>Yes</u>
Commissioner Howard Weinberg	<u>Yes</u>
Vice Mayor Robert Shelley	<u>Yes</u>
Mayor Enid Weisman	<u>Yes</u>

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

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

PASSED on first reading this 1st day of March, 2016.

PASSED AND ADOPTED on second reading this 5th day of April, 2016.

MAYOR ENID WEISMAN

ATTEST:

ELLISA L. HORVATH, MMC
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

CITY ATTORNEY

FY 2015/16 Budget Amendments

GENERAL FUND (001)

OBJECT CODE	CATEGORY	2015/16 ADOPTED BUDGET	2015/16 AMENDMENTS AMOUNT	2015/16 REVISED BUDGET
Revenues				
Non-Revenue				
3999000	Carryover	\$ 16,691,750	\$ 591,041	\$ 17,282,791
	SUBTOTAL	\$ 16,691,750	\$ 591,041	\$ 17,282,791
Total Amendments - Revenues			\$ 591,041	
Expenditures				
City Commission (0101-511)				
4030	Legislative Expenses	\$ 42,413	\$ 14,000	\$ 56,413
	SUBTOTAL	\$ 42,413	\$ 14,000	\$ 56,413
City Clerk's Office (0801-519)				
4915	Election Expenses	\$ -	\$ 43,000	\$ 43,000
	SUBTOTAL	\$ -	\$ 43,000	\$ 43,000
Capital Outlay/Information Technology (8012-513)				
6401	Computer Equipment >\$5,000	\$ 237,821	\$ 340,000	\$ 577,821
	SUBTOTAL	\$ 237,821	\$ 340,000	\$ 577,821
Capital Outlay/Public Safety (8020-521)				
6410	Equipment >\$5,000	\$ 178,058	\$ 27,723	\$ 205,781
	SUBTOTAL	\$ 178,058	\$ 27,723	\$ 205,781
Capital Outlay/Community Development (8040-524)				
6402	Computer Equipment <\$5,000	\$ 4,500	\$ 90,000	\$ 94,500
	SUBTOTAL	\$ 4,500	\$ 90,000	\$ 94,500
Capital Outlay/Community Services (8050-572)				
6205	Community Center Improvements	\$ -	\$ 84,000	\$ 84,000
	SUBTOTAL	\$ -	\$ 84,000	\$ 84,000
Non Departmental/Transfers (9001-581)				
9123	Transfer to 1999 Debt Service Fund (230)	\$ 1,193,750	\$ (233)	\$ 1,193,517
9125	Transfer to 2012 Debt Service Fund (250)	404,304	(7,449)	396,855
	SUBTOTAL	\$ 1,598,054	\$ (7,682)	\$ 1,590,372
Total Amendments - Expenditures			\$ 591,041	

POLICE EDUCATION FUND (110)

OBJECT CODE	CATEGORY	2015/16 ADOPTED BUDGET	2015/16 AMENDED AMOUNT	2015/16 REVISED BUDGET
Revenues				
<u>Non-Revenue</u>				
3999000	Carryover	\$ -	\$ 732	\$ 732
	SUBTOTAL	\$ -	\$ 732	\$ 732
	Total Amendments - Revenues		\$ 732	
Expenditures				
<u>Public Safety (2001-521)</u>				
5450	Training	\$ 7,000	\$ 732	\$ 7,732
	SUBTOTAL	\$ 7,000	\$ 732	\$ 7,732
	Total Amendments - Expenditures		\$ 732	

TRANSPORTATION AND STREET MAINTENANCE FUND (120)

OBJECT CODE	CATEGORY	2015/16 ADOPTED BUDGET	2015/16 AMENDED AMOUNT	2015/16 REVISED BUDGET
Revenues				
<u>Non-Revenue</u>				
3999000	Carryover	\$ 1,833,992	\$ 587,268	\$ 2,421,260
	SUBTOTAL	\$ 1,833,992	\$ 587,268	\$ 2,421,260
	Total Amendments - Revenues		\$ 587,268	
Expenditures				
<u>Community Services (5001-541)</u>				
6302	Walkways/Sidewalks	\$ -	\$ 32,000	\$ 32,000
6308	City-wide Bicycle Sharing System	-	215,000	215,000
6341	Transportation System Improv.	673,218	467,000	1,140,218
6999	Capital Reserve	506,450	(126,732)	379,718
	SUBTOTAL	\$ 1,179,668	\$ 587,268	\$ 1,766,936
	Total Amendments - Expenditures		\$ 587,268	

911 FUND (180)

OBJECT CODE	CATEGORY	2015/16 ADOPTED BUDGET	2015/16 AMENDED AMOUNT	2015/16 REVISED BUDGET
Revenues				
<u>Non-Revenue</u>				
3999000	Carryover	\$ 13,900	\$ 44,042	\$ 57,942
	SUBTOTAL	\$ 13,900	\$ 44,042	\$ 57,942
	Total Amendments - Revenues		\$ 44,042	
Expenditures				
<u>Public Safety (2001-521)</u>				
6999	Capital Reserve	\$ -	\$ 44,042	\$ 44,042
	SUBTOTAL	\$ -	\$ 44,042	\$ 44,042
	Total Amendments - Expenditures		\$ 44,042	

**DEBT SERVICE FUND
SERIES 2010 & 2011 (230)**

OBJECT CODE	CATEGORY	2015/16 ADOPTED BUDGET	2015/16 AMENDED AMOUNT	2015/16 REVENUE BUDGET
Revenues				
<u>Non-Revenue</u>				
3811001	Transfer from General Fund	\$ 1,193,750	\$ (233)	\$ 1,193,517
3999000	Carryover	-	233	233
	SUBTOTAL	\$ 1,193,750	\$ -	\$ 1,193,750
	Total Amendments - Revenues		\$ -	

**DEBT SERVICE FUND
SERIES 2012 CHARTER SCHOOL LAND ACQUISITION (250)**

OBJECT CODE	CATEGORY	2015/16 ADOPTED BUDGET	2015/16 AMENDED AMOUNT	2015/16 REVENUE BUDGET
Revenues				
<u>Non-Revenue</u>				
3811001	Transfer from General Fund	\$ 404,304	\$ (7,449)	\$ 396,855
3999000	Carryover	-	7,449	7,449
	SUBTOTAL	\$ 404,304	\$ -	\$ 404,304
	Total Amendments - Revenues		\$ -	

CAPITAL PROJECTS FUND (392)

OBJECT CODE	CATEGORY	2015/16 ADOPTED BUDGET	2015/16 AMENDED AMOUNT	2015/16 REVENUE BUDGET
Revenues				
<u>Non-Revenue</u>				
3999000	Carryover - Public Safety	\$ 8,092	\$ -	\$ 8,092
3999000	Carryover - Community Services	900,000	572,182	1,472,182
	SUBTOTAL	\$ 908,092	\$ 572,182	\$ 1,480,274
	Total Amendments - Revenues		\$ 572,182	
Expenditures				
<u>Community Services (5001-541)</u>				
6341	Transportation System Improv.	\$ -	\$ 100,000	\$ 100,000
	SUBTOTAL	\$ -	\$ 100,000	\$ 100,000
<u>Community Services (5001-572)</u>				
6325	NE 188th Street Park Improvements	\$ 900,000	\$ 276,371	\$ 1,176,371
6999	Capital Reserve	-	195,811	195,811
	SUBTOTAL	\$ 900,000	\$ 472,182	\$ 1,372,182
	Total Amendments - Expenditures		\$ 572,182	

CITY OF AVENTURA

COMMUNITY DEVELOPMENT DEPARTMENT

MEMORANDUM

TO: City Commission

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

BY: Joanne Carr, AICP
Community Development Director

DATE: March 30, 2016

SUBJECT: Request by Turnberry Plaza Ltd. for Conditional Use approval pursuant to Chapter 14, Article VI. Green Building Program and pursuant to Section 31-144(c) (2) l. and m. of the City's Land Development Regulations to permit increased lot coverage and increased floor area ratio for a LEED® Gold hotel development at 2875 NE 191 Street, City of Aventura (01-CU-16)

April 5, 2016 City Commission Meeting Agenda Item 9

RECOMMENDATION

It is recommended that the City Commission approve the request by Turnberry Plaza Ltd. for Conditional Use Approval to permit increased lot coverage and increased floor area ratio for a LEED® Gold hotel development located at 2875 NE 191 Street, City of Aventura, subject to the conditions listed in this staff report.

THE REQUEST

The applicant, Turnberry Plaza Ltd., is requesting conditional use approval pursuant to Chapter 14, Article VI., Green Building Program and pursuant to Section 31-144(c)(2)l. and m. of the City's Land Development Regulations to allow lot coverage of 42.23% where a maximum of 40% is permitted by Code and a floor area ratio of 1.93 where a floor area ratio of 1.61 is permitted by Code, for a proposed hotel development at 2875 NE 191 Street, City of Aventura. (See Exhibit #1 for Letter of Intent)

BACKGROUND

OWNER OF PROPERTY

Turnberry Plaza Ltd.

APPLICANT Turnberry Plaza Ltd.

ADDRESS OF PROPERTY 2875 NE 191 Street
(See Exhibit #2 for Location Map)

SIZE OF PROPERTY: Approximately 3.69 acres

LEGAL DESCRIPTION Part of the East ½ of the SW ¼ of the SE ¼ of the NW ¼ of Section 3, Township 52 South, Range 42 East (complete legal description provided in Exhibit #3)

Zoning –

Subject Property:	B2	Community Business District
Properties to the North:	B2	Community Business District
Properties to the South:	TC1	Town Center District
Properties to the East:	TC1	Town Center District
Properties to the West:	B2	Community Business District

Existing Land Use –

Subject property:	Office Building and Surface Parking
Properties to the North:	Regional Mall
Properties to the South:	Commercial Plaza
Properties to the East:	Office Building
Properties to the West:	Hotel

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

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

The Site - The site is a 3.69 acre parcel of land with an existing 10 story office building and surface parking.

The Project - The applicant proposes to construct a LEED® Gold certified, 12 story, 120 foot tall hotel with structured parking and 192 guest rooms with a minimum room size of 455 square feet. The existing 10 story, 119,197 square foot office building will remain. The hotel will be constructed to the north of the office building. The parcel has frontage on NE 191 Street and on William Lehman Causeway. The main access is by way of NE 191 Street. There will be no access onto the Causeway.

The hotel will also have 8000 square feet of restaurant space and 10,000 square feet of meeting room space. The restaurant and meeting space are located on the ground

floor, along with ground floor parking spaces. The second to sixth levels contain parking spaces. The hotel rooms are located on the seventh to twelfth floors.

There are two open, landscaped plaza areas; one 9,455 square foot plaza on the seventh floor and one 2,970 square foot terrace on the eighth floor.

All site development criteria have been calculated based on the gross lot area of 3.69 acres. The existing and the new development comply with the maximum height and setbacks in the B2 zoning district. Conditional use approval is being requested for floor area ratio and lot coverage. 529 parking spaces are required by City Code for both the hotel and existing office uses, where 492 spaces are provided on site. There is an existing easement agreement with the owner to the west which allows 18 parking spaces for exclusive use of this property. The applicant has submitted a shared parking analysis based on the mix of site uses which shows that 36 spaces are available for shared use. The 492 spaces provided on site, plus the 18 spaces granted by the easement and the 36 shared parking spaces total 546 spaces, which is 17 spaces more than required by City Code.

This site has shared access to and from the property to the west through two existing on-site driveways which access was granted by easement agreement dated March 22, 1996, amended February 9, 1999 and further amended on June 2, 2011. This is the same document that grants exclusive use of the 18 parking spaces.

The Administrative Site Plan Approval application is under review by City staff. The administrative approval is subject to approval by the City Commission of the requested conditional use.

The applicant has received final plat approval, with condition, from the City Commission through Resolution No. 2016-08. The parcel has been platted into two tracts; Tract A for the existing office building and Tract B for the hotel. The owner will be required to record a Declaration of Restrictive Covenants in Lieu of Unity of Title and an Easement and Operating Agreement prior to signature of the final plat by the City. Signature of the final plat is required prior to issuance of a building permit for the hotel development. Recordation of the final plat is required prior to issuance of a certificate of occupancy. The unity and easement and operating agreement are required to ensure that parking, access and other site development criteria comply with the City Code.

City of Aventura Green Building Program – The City Commission enacted a Green Building Program for the City through Ordinance No. 2009-18 passed on October 6, 2009. This program recognizes that green building construction results in benefits to the environment, economy and health of the community. The City Commission determined that due to these benefits, it was in the best interests of City residents to provide an incentive program for private new development constructed to LEED® standards. The LEED® program is the Leadership in Energy and Environmental Design Green Building Rating System developed by the US Green Building Council. This program has certified, silver, gold and platinum certification levels based on design elements incorporated into the building.

The incentives provided in the City's Green Building Program are based on the level of certification attained by the building. Certified and silver level buildings are awarded expedited site plan and building permit review, marketing incentives and administrative variances by the City. Gold and Platinum level buildings are awarded all of the above incentives and may be awarded increased floor area ratio and increased lot coverage using the conditional use approval criteria in Section 31-73 of the City Code.

The applicant is requesting increased floor area ratio and lot coverage through the conditional use approval application.

The Green Building Program provides that a lot coverage bonus may be awarded when a green roof and/or green rooftop amenities are provided and maintained for the common benefit of building occupants and that increased Florida Friendly tree canopy and Florida Friendly plantings designed to calm the heat island effect are located on site, all in an amount equal to the requested increase in lot coverage.

The Green Building Program requires that, prior to award of incentives for Gold and Platinum buildings, the applicant must register the development with the US Green Building Council for LEED® certification, provide the City with the project's checklist of certification details and confirm by written agreement and covenant that those checklist items will be incorporated into the development, shown or noted on the application for City building permit and maintained in perpetuity. The applicant must also provide the City with a performance bond to guarantee the proposed certification level, in an amount equal to 1% to 5% of construction costs as approved by the City. The range in percentage levels of the bond is based on the increased percentage of lot coverage and/ or floor area ratio requested by the applicant.

ANALYSIS

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

Citizen Comments – As of the date of writing of this report, the Community Development Department has received no written citizen comments. Notice of the time, place and nature of the public hearing will be advertised in a newspaper of general circulation and mailed to all property owners within a 300 foot radius of the site as a courtesy not less than 10 days prior to the hearing. The property will be posted not later than 10 days prior to the hearing by a sign containing information concerning the application and public hearing.

Community Development Department Analysis – The development parcel is located in the Community Business (B2) zoning district. The hotel is a permitted use in the B2 zone. The 12 story, 120 foot tall height of the building meets the height criteria of the zoning district. Required setbacks, lot size, landscaped open space and landscaped

buffers are met. Lot coverage permitted is 40% of lot area. The applicant proposes to construct the building to achieve LEED® Gold certification.

The applicant is requesting conditional use approval for lot coverage of 42.23%, or 2.23% additional lot coverage. The Green Building Program lot coverage incentive requires that a green roof or green rooftop amenities be provided in an amount equal to the requested increase in lot coverage. The landscaped plazas on the seventh and eighth floors are 7.73% of the lot area, where 2.23% is needed to meet the criteria for this bonus. Increased Florida-friendly plantings are proposed on the surface landscaped areas and on the plazas. The trees and shrubs on site are designed to reduce the heat island effect. This meets the criteria for a request of increased lot coverage under the Green Building Program.

The applicant is also requesting a floor area ratio of 1.93, or 308,295 square feet of floor area, under the provisions of Chapter 14, Green Building Program which provides for a floor area ratio bonus of up to 2.0 when the building achieves LEED® Gold or Platinum certification. Without the bonus, a floor area ratio of 1.61, or 258,902 square feet of floor area, is permitted by Code based on the building height of 12 stories.

Based on the percentage of lot coverage and floor area ratio bonus requested, the bond amount will be 5% of construction costs of \$27,860,000 or \$1,393,000.

Compliance with Green Building Program - The applicant has submitted its LEED® registration checklist attached as Exhibit #4 to this report. It proposes the following:

- | | |
|------------------------------------|-----------------------------|
| • Sustainable Sites Category | 23-24 of 26 possible points |
| • Water Efficiency Category | 5-6 of 10 possible points |
| • Energy and Atmosphere Category | 8-26 of 35 possible points |
| • Materials and Resources Category | 5-7 of 14 possible points |
| • Indoor Environmental Quality | 10-11 of 15 possible points |
| • Innovation and Design Category | 6 of 6 possible points |
| • Regional Priority Category | 3-4 of 4 possible points |

The proposed checklist results in a pre-certification estimate of 60 points, which is LEED® Gold level and another 24 possible points, which is LEED® Platinum level. The applicant will be required to enter into and record on title to the parcel, prior to issuance of a building permit by the City, the form of Agreement and Covenant attached as Exhibit #5 to confirm the building's registration with the LEED® program, the proposed certification level, maintenance of the green design elements and amount of performance bond.

Criteria

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

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

The proposed use is consistent with the City of Aventura Comprehensive Plan. The future land use designation for this parcel is Business and Office. This future land use category accommodates that full range of sales and service activities, including hotels.

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

The establishment, maintenance and operation of the proposed use will not be detrimental to or endanger the public health, safety or general welfare. The green building design elements will enhance the public health, safety and general welfare.

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

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

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

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

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

Adequate measures have been taken to provide ingress and egress to the proposed use in a manner that minimizes traffic congestion in the public streets. Ingress and egress to the hotel will use the existing ingress and egress on NE 191 Street. This ingress and egress will be shared with the existing office building. There is also an existing cross parking and access easement with the property adjacent to the west.

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

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

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

The design of the proposed use minimizes 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 architectural design is compatible with existing buildings in the area. The seventh and eighth level open plazas will provide a green view from the on-site building and adjacent buildings. The site is landscaped with Florida friendly canopy trees and plantings. The green building design elements will minimize adverse affects on the environment.

CONDITIONS OF APPROVAL

1. Plans submitted for building permit shall substantially comply with those submitted as follows:
 - “Aventura Hilton Hotel”, Cover/Location Map/Drawing Index, Sheet A001, prepared by Prime Design Associates, dated 8/31/2015, last revised 1/25/16, signed and sealed 3/29/16.
 - “Aventura Hilton Hotel”, Drawing Index, Sheet A003, prepared by Prime Design Associates, dated 8/31/2015, last revised 11/16/15, signed and sealed 3/29/16.
 - Boundary Survey, 1 page, dated 11/11/15, prepared by A. Duchart Land Surveying Inc., signed and sealed.
 - “Aventura Hilton Hotel”, Site Reference Plan, Sheet A006, prepared by Prime Design Associates, dated 8/31/15, last revised 1/25/16, signed and sealed 3/29/16.
 - “Aventura Hilton Hotel”, FAR Calculations, Sheet A008, prepared by Prime Design Associates, dated 8/31/15, signed and sealed 3/29/16.
 - “Aventura Hilton Hotel”, Building Plans, Ground Floor Plan, Sheet A200, prepared by Prime Design Associates, dated 8/31/15, last revised 1/25/16, signed and sealed 3/29/16.
 - “Aventura Hilton Hotel”, Building Plans, 2nd Floor Garage Parking Plan, Sheet A201, prepared by Prime Design Associates, dated 8/31/15, revised 1/25/16, signed and sealed 3/29/16.
 - “Aventura Hilton Hotel”, Building Plans, 3rd Floor Garage Parking Plan, Sheet A202, prepared by Prime Design Associates, dated 8/31/15, last revised 12/17/15, signed and sealed 3/29/16.
 - “Aventura Hilton Hotel”, Building Plans, 4th Floor Garage Parking Plan, Sheet A203, prepared by Prime Design Associates, dated 8/31/15, last revised 12/17/15, signed and sealed 3/29/16.
 - “Aventura Hilton Hotel”, Building Plans, 5th Floor Garage Parking Plan, Sheet A204, prepared by Prime Design Associates, dated 8/31/15, last revised 12/17/15, signed and sealed 3/29/16.

- “Aventura Hilton Hotel”, Building Plans, 6th Floor Garage Parking Plan, Sheet A205, prepared by Prime Design Associates, dated 8/31/15, last revised 12/17/15, signed and sealed 3/29/16.
- “Aventura Hilton Hotel”, Building Plans, 7th Floor (Main Public Level) Plan, Sheet A206, prepared by Prime Design Associates, dated 8/31/15, signed and sealed 3/29/16.
- “Aventura Hilton Hotel”, Building Plans, 8th Floor Plan, Sheet A207, prepared by Prime Design Associates, dated 8/31/15, signed and sealed 3/29/16.
- “Aventura Hilton Hotel”, Building Plans, 9th Floor Plan, Sheet A208, prepared by Prime Design Associates, dated 8/31/15, signed and sealed 3/29/16.
- “Aventura Hilton Hotel”, Building Plans, 10th Floor Plan, Sheet A209, prepared by Prime Design Associates, dated 8/31/15, signed and sealed 3/29/16.
- “Aventura Hilton Hotel”, Building Plans, 11th Floor Plan, Sheet A210, prepared by Prime Design Associates, dated 8/31/15, signed and sealed 3/29/16.
- “Aventura Hilton Hotel”, Building Plans, 12th Floor Plan, Sheet A211, prepared by Prime Design Associates, dated 8/31/15, signed and sealed 3/29/16.
- “Aventura Hilton Hotel”, Building Plans, Roof Access Plan, Sheet A212, prepared by Prime Design Associates, dated 8/31/15, last revised 12/17/15, signed and sealed 3/29/16.
- “Aventura Hilton Hotel”, Building Plans, Roof Plan, Sheet A213, prepared by Prime Design Associates, dated 8/31/15, revised 11/16/15 signed and sealed 3/29/16.
- “Aventura Hilton Hotel”, Building Elevations, Building Elevations, Sheet A400, prepared by Prime Design Associates, dated 8/31/15, last revised 11/16/15, signed and sealed 3/29/16.
- “Aventura Hilton Hotel”, Building Elevations, Building Elevations, Sheet A401, prepared by Prime Design Associates, dated 8/31/15, last revised 11/16/15, signed and sealed 3/29/16.
- “Aventura Hilton Hotel”, Building Elevations, Building Elevations, Sheet A402, prepared by Prime Design Associates, dated 8/31/15, last revised 11/16/15, signed and sealed 3/29/16.
- “Aventura Hilton Hotel”, Building Elevations, Building Elevations, Sheet A403, prepared by Prime Design Associates, dated 8/31/15, last revised 11/16/15m signed and sealed 3/29/16.
- “Aventura Hilton Hotel”, Building Elevations, Building Perspectives Sheet A404, prepared by Prime Design Associates, dated 8/31/15, signed and sealed 3/29/16.
- “Aventura Hilton Hotel”, Building Elevations, Building Perspectives Sheet A405, prepared by Prime Design Associates, dated 8/31/15, signed and sealed 3/29/16.
- “Aventura Hilton Hotel”, Building Elevations, Renderings Sheet A406, prepared by Prime Design Associates, dated 8/31/15, signed and sealed 3/29/16.
- “Aventura Hilton Hotel”, Building Elevations, Axonometric View, Sheet A407, prepared by Prime Design Associates, dated 8/31/15, signed and sealed 3/29/16.

- “Aventura Hilton Hotel”, Building Sections, Building Sections Sheet A500, prepared by Prime Design Associates, dated 8/31/15, signed and sealed 3/29/16.
- “Aventura Hilton Hotel”, Building Sections, Building Sections Sheet A501, prepared by Prime Design Associates, dated 8/31/15, signed and sealed 3/29/16.
- “Aventura Hilton Hotel”, Building Sections, Building Sections Sheet A502, prepared by Prime Design Associates, dated 8/31/15, signed and sealed 3/29/16.
- “Aventura Hilton Hotel”, Building Sections, Building Sections Sheet A503, prepared by Prime Design Associates, dated 8/31/15, signed and sealed 3/29/16.
- “Aventura Hilton Hotel”, Building Sections, Building Sections Sheet A504, prepared by Prime Design Associates, dated 8/31/15, signed and sealed 3/29/16.
- “Aventura Hilton Hotel”, Building Sections, Building Sections Sheet A505, prepared by Prime Design Associates, dated 8/31/15, signed and sealed 3/29/16.
- “Aventura Hilton Hotel”, Building Sections, Building Sections Sheet A506, prepared by Prime Design Associates, dated 8/31/15, signed and sealed 3/29/16.
- “Aventura Hilton Hotel”, Building Sections, Building Sections Sheet A507, prepared by Prime Design Associates, dated 8/31/15, signed and sealed 3/29/16.
- “Aventura Hilton Hotel”, Building Sections, Building Sections Sheet A508, prepared by Prime Design Associates, dated 8/31/15, signed and sealed 3/29/16.
- “Aventura Hilton Hotel”, Building Sections, Building Sections Sheet A509, prepared by Prime Design Associates, dated 8/31/15, signed and sealed 3/29/16.
- “Aventura Hilton Hotel”, Building Sections, Building Sections Sheet A510, prepared by Prime Design Associates, dated 8/31/15, signed and sealed 3/29/16.
- “Aventura Hilton Hotel”, Guest Room Plans, Guest Room Plans Sheet A900, prepared by Prime Design Associates, dated 8/31/15, last revised 12/17/15, signed and sealed 3/29/16.
- “Aventura Hilton Hotel”, Aerial, prepared by Prime Design Associates, dated 7/27/15, last revised 11/16/15, signed and sealed 3/29/16.
- “Aventura Hilton Hotel”, Civil Engineering, Overall Site Plan/Location Map & Notes Sheet C-1, prepared by Prime Design Associates, dated 7/27/15, last revised 3/18/16, signed and sealed 3/29/16.
- “Aventura Hilton Hotel”, Civil Engineering, Fire Department Site Plan, Sheet C-1A, prepared by Consulting Engineering & Science, signed and sealed 3/29/16, last revised 3/18/16.

- “Aventura Hilton Hotel”, Civil Engineering, Layout Plan and Notes, Sheet C-2, prepared by Consulting Engineering & Science, revised 3/18/16, signed and sealed 3/29/16.
- “Aventura Hilton Hotel”, Civil Engineering, Layout Plan and Notes, Sheet C-3, prepared by, Consulting Engineering & Science, revised 3/18/16, signed and sealed 3/29/16.
- “Aventura Hilton Hotel”, Civil Engineering, Site utility Plan and Notes, Sheet C-4, prepared by Consulting Engineering & Science, revised 3/18/16, signed and sealed 3/29/16.
- “Aventura Hilton Hotel”, Civil Engineering, Site Utility Plan and Notes, Sheet C-5, prepared by Consulting Engineering & Science, revised 3/18/16, signed and sealed 3/29/16.
- “Aventura Hilton Hotel”, Civil Engineering, Site Details, Sheet C-6, prepared by Consulting Engineering & Science, signed and sealed 3/29/16, last revised 3/18/16.
- “Aventura Hilton Hotel”, Civil Engineering, Drainage Details, Sheet C-7, prepared by Consulting Engineering & Science, signed and sealed 3/29/16, last revised 12/17/15.
- “Aventura Hilton Hotel”, Civil Engineering, Sections, Sheet C-8, prepared by Consulting Engineering & Science, signed and sealed 3/29/16, last revised 3/18/16.
- “Aventura Hilton Hotel”, Civil Engineering, Demolition Plan and Notes, Sheet D-1, prepared by Consulting Engineering & Science, signed and sealed 3/29/16, last revised 12/17/15.
- “Aventura Hilton Hotel”, Civil Engineering, Storm Water Prevention Notes, Sheet SWPPP-1, prepared by Consulting Engineering & Science, signed and sealed 3/29/16, last revised 12/17/15.
- “Aventura Hilton Hotel”, Civil Engineering, Storm Water Prevention Plan, Sheet SWPPP-2, prepared by Consulting Engineering & Science, signed and sealed 3/29/16, last revised 3/18/16.
- “Aventura Hilton Hotel”, Landscape Plans, Index, Sheet L-1, prepared by Witkin Hults Design Group, revised 3/21/16, signed and sealed 3/29/16.
- “Aventura Hilton Hotel”, Landscape Plans, Tree Disposition Plan, Sheet L-2, prepared by Witkin Hults Design Group, revised 3/28/16, signed and sealed 3/29/16.
- “Aventura Hilton Hotel”, Landscape Plans, Site Landscape Plan, Sheet L-3, prepared by Witkin Hults Design Group, revised 3/28/16, signed and sealed 3/29/16.
- “Aventura Hilton Hotel”, Landscape Plans, Site Landscape Plan, Sheet L-4, prepared by Witkin Hults Design Group, revised 3/18/16, signed and sealed 3/29/16.
- “Aventura Hilton Hotel”, Landscape Plans, Amenity Level Landscape Plan, Sheet L-5, prepared by Witkin Hults Design Group, revised 3/18/16, signed and sealed 3/29/16.

- "Aventura Hilton Hotel", Landscape Plans, Landscape Details, Sheet L-6, prepared by Witkin Hults Design Group, revised 12/11/15, signed and sealed 3/29/16.
- "Aventura Hilton Hotel", Landscape Plans, Landscape Notes, Sheet L-7, prepared by Witkin Hults Design Group, revised 11/16/15, signed and sealed 3/29/16.

2. Building permits 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.

3. Any discontinuation of the approved conditional use for a period of 180 consecutive days shall constitute abandonment and shall rescind the approval of the conditional use.

4. Prior to issuance of a building permit by the City for the proposed development, the applicant shall:

- (i) enter into and record in the Public Records of Miami-Dade County, at its expense, and in form satisfactory to the City Manager and City Attorney, the Agreement and Covenant in fulfillment of all requirements of the City's Green Building Ordinance No. 2009-18; and
- (ii) provide to the City a performance bond or other security approved by the City Manager and City Attorney in the amount of 5% of building construction costs as approved by the City's Building Official to guarantee attainment of LEED® Gold certification by the US Green Building Council; and
- (iii) fulfill the condition of approval of the final plat approved by the City Commission through Resolution No. 2016-08; and
- (iv) record the release and vacation of the 15' easement along the easterly lot line in favor of Miami-Dade County Water and Sewer Department; and
- (v) submit and receive approval from the City Manager of a detailed job-site plan as required by City of Aventura Ordinance No. 2006-05. This job-site plan shall include a copy of the agreement for valet parking service and for off-site leased parking spaces for employees and patrons while the northern portion of the site is under construction; and
- (vi) provide to the City, a copy of the FDOT drainage permit; and
- (vii) provide to the City, evidence that the site drainage system has been cleaned and lapped to the satisfaction of the City's Engineering Consultant; and

5. Prior to issuance of a Certificate of Occupancy or Temporary Certificate of Occupancy, the applicant shall:

(i) provide an as-built survey and Elevation Certificate in form approved by the City; and

(ii) record the final plat approved by the City Commission through Resolution No. 2016-08; and

(iii) provide to the City, evidence of compliance with City Code Section 31-242 regarding amplification systems public safety radio system protection; and

(iv) repair any deficiencies found in the site drainage system and properly seal all pipe connections to the existing drainage structures. In the event the existing drainage system is found to be in poor condition, all existing catch basins and French drains are to be replaced, all to be approved by the City's Engineering Consultant.

PMG Asset Services, LLC

December 22, 2015

DEC 22 2015

Joanne Carr
Community Development Director
City of Aventura
19200 West Country Club Drive
Aventura, Florida 33180

Re: Hilton Full Service Hotel- Conditional Use for FAR- Letter of Intent

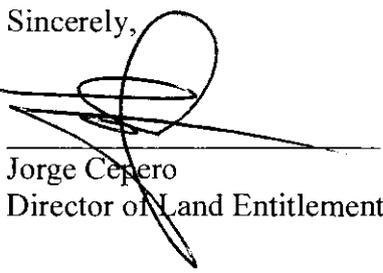
Dear Joanne,

We are pleased to represent Turnberry Plaza, LTD, and we are currently processing a site plan approval for a new Hilton Full Service Hotel. Through this application for a Conditional Use, we respectfully request approval by the City Commission of a change in the allowed FAR to 2.0.

The city code allows for a Floor Area Ratio (FAR) of 1.61, but the property's new design will be at a 1.92 FAR. However, Section 31-144(b)(2)m. of the code allows for a FAR of up to 2.0 if the building is obtains a Gold or Platinum LEED certification. We have engaged a LEED consultant, and have submitted a plan to seek out the Gold certification. As such, we respectfully request your consideration of this request.

Should there be any questions, please do not hesitate to call me.

Sincerely,



Jorge Cepero
Director of Land Entitlements

Exhibit #1
01-CU-16

PMG Asset Services, LLC

March 16, 2015

Joanne Carr
Community Development Director
City of Aventura
19200 West Country Club Drive
Aventura, Florida 33180

Re: Hilton Full Service Hotel- Conditional Use for FAR- Supplemental Letter of Intent

Dear Joanne,

We are pleased to represent Turnberry Plaza, LTD, and we are currently processing a site plan approval for a new Hilton Full Service Hotel. We are submitting this supplemental letter of intent in order to provide additional requested information on the code sections below. Through this application for a Conditional Use, we respectfully request approval by the City Commission of a change in the allowed FAR for this building from the 1.61 allowed by-right, to 1.93, allowed with the Conditional Use.

Please note our responses to Section 31-73 (C), General Standards for Review:

1. The proposed use shall be consistent with the Comprehensive Plan;
Response: The proposed change is consistent with the Comprehensive Plan.
2. The establishment, maintenance or operation of the proposed use shall not be detrimental to or endanger the public health, safety, or general welfare;
Response: The proposed use will not be detrimental to or endanger the public health, safety, or general welfare.
3. The proposed use shall be consistent with the community character of the immediate neighborhood of the proposed use;
Response: The proposed use is consistent with the community character of the immediate neighborhood of the proposed use;
4. Utilities, roadway capacity, drainage, and other necessary public facilities, including police, fire and emergency services, shall exist at the City's adopted levels of service, or will be available concurrent with demand as provided for in the requirements of these LDRs;
Response: Utilities, roadway capacity, drainage, and other necessary public facilities, including police, fire and emergency services, will continue at the City's adopted levels of service.

PMG Asset Services, LLC

5. Adequate measures exist or shall be taken to provide ingress and egress to the proposed use in a manner that minimizes traffic congestion in the public streets;
Response: The proposed change does not affect exiting means of ingress or egress. The property has 2 connections to NE191 Street, both consisting of ingress and egress, providing optimal transition into the ROW, and minimizing traffic congestion, by allowing traffic to easily flow west to U.S. 1, or south through NE 29 Avenue. The property also has connectivity to NE 193 Street, further distributing the incoming and outgoing traffic for the property.
6. The establishment of the conditional use shall not impede the development of surrounding properties for uses permitted in the zoning district; and
Response: The establishment of the conditional use shall have no impact on surrounding properties.
7. 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.
Response: The proposed use does not have any adverse effects on adjacent properties. The proposed project uses orientation and landscaping to minimize visual impacts from surrounding properties, and it maintains all required setbacks and buffers.

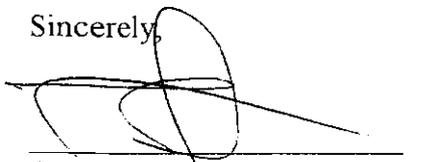
Responses to Section 14-115. II. (iii), Bonuses

Lot coverage bonus provided that a green roof and/or green rooftop amenities are provided and maintained for the common benefit of building occupants; and; that increased Florida-Friendly tree canopy and Florida-Friendly plantings designed to calm the heat island effect are located on site, all in an amount equal to the requested increased lot coverage, using the conditional use approval standards in section 31-73 of the City Code rather than the variance approval standards in section 31-76 of the City Code.

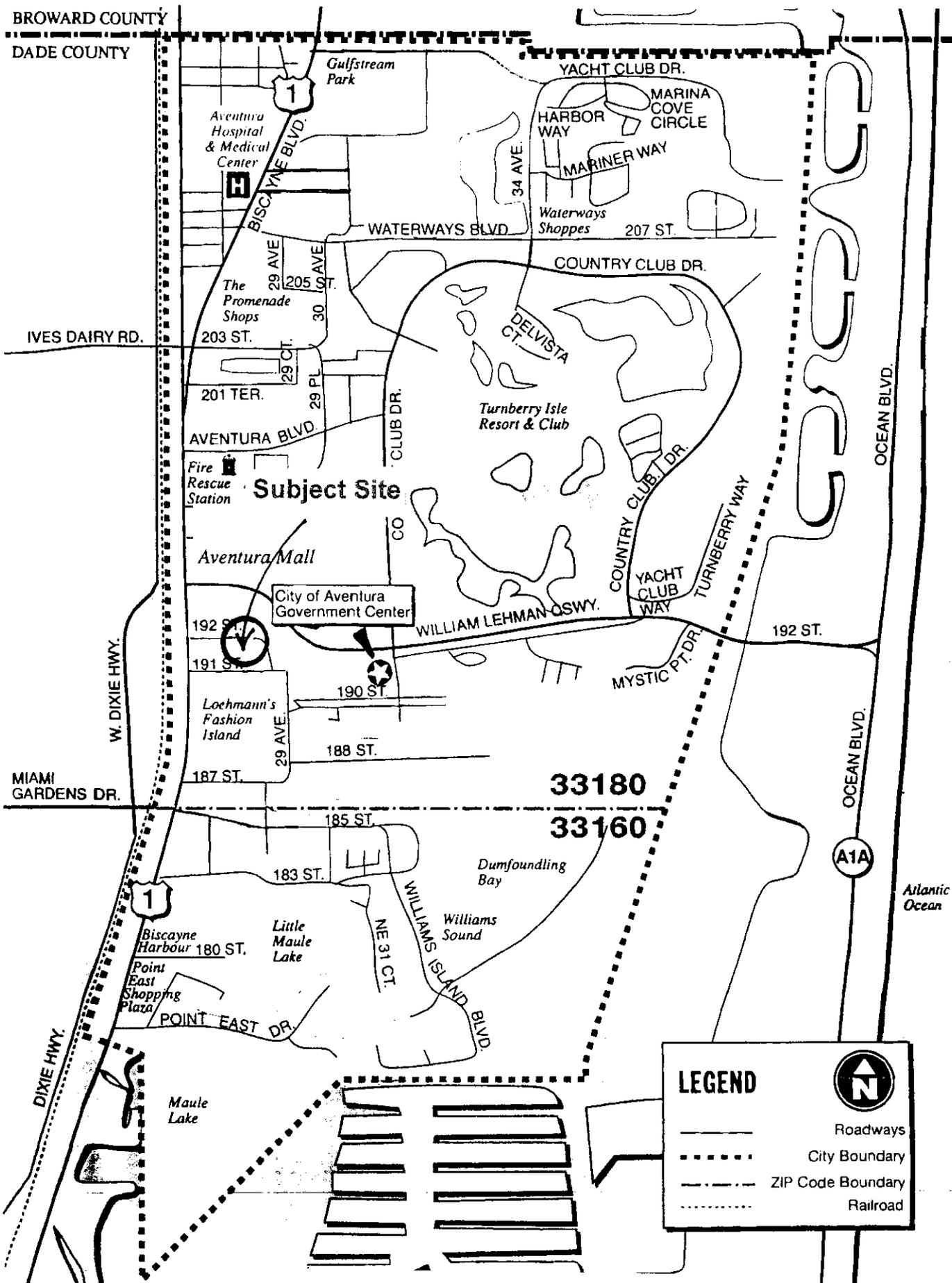
Response: The project will provide 9,458 sf of deck area, and 927 sf of pool area on 7th floor, and 2,970 sf for a fitness terrace on the 8th floor, which will be available to the guests of the hotel. The project also will have extensive landscaping throughout, to not only beautify, but also reduce the heat island effect. All of the plantings are either Florida-native or Florida-friendly. The project will have twice the requirement of native shrubs, and three times the required number of native trees.

Should there be any questions, please do not hesitate to call me.

Sincerely,



Jorge Cepero
Director of Land Entitlements



LEGEND

-  Roadways
-  City Boundary
-  ZIP Code Boundary
-  Railroad



Exhibit #2
01-CU-16



LEED 2009 for New Construction and Major Renovation

Project Checklist

Aventura Hilton Hotel

23 2 1
Y N ?

Sustainable Sites

Possible Points: 26

Y	N	?	Prereq	Description	Points
1			Prereq 1	Construction Activity Pollution Prevention	
1			Credit 1	Site Selection	1
5			Credit 2	Development Density and Community Connectivity	5
1			Credit 3	Brownfield Redevelopment	1
6			Credit 4.1	Alternative Transportation—Public Transportation Access	6
		1	Credit 4.2	Alternative Transportation—Bicycle Storage and Changing Rooms	1
3			Credit 4.3	Alternative Transportation—Low-Emitting and Fuel-Efficient Vehicles	3
2			Credit 4.4	Alternative Transportation—Parking Capacity	2
		1	Credit 5.1	Site Development—Protect or Restore Habitat	1
1			Credit 5.2	Site Development—Maximize Open Space	1
1			Credit 6.1	Stormwater Design—Quantity Control	1
1			Credit 6.2	Stormwater Design—Quality Control	1
1			Credit 7.1	Heat Island Effect—Non-roof	1
1			Credit 7.2	Heat Island Effect—Roof	1
		1	Credit 8	Light Pollution Reduction	1

5 4 1

Water Efficiency

Possible Points: 10

Y	N	?	Prereq	Description	Points
			Prereq 1	Water Use Reduction—20% Reduction	
2	2		Credit 1	Water Efficient Landscaping	2 to 4
	2		Credit 2	Innovative Wastewater Technologies	2
3		1	Credit 3	Water Use Reduction	2 to 4

8 9 18

Energy and Atmosphere

Possible Points: 35

Y	N	?	Prereq	Description	Points
			Prereq 1	Fundamental Commissioning of Building Energy Systems	
			Prereq 2	Minimum Energy Performance	
			Prereq 3	Fundamental Refrigerant Management	
5		14	Credit 1	Optimize Energy Performance	1 to 19
		7	Credit 2	On-Site Renewable Energy	1 to 7
		2	Credit 3	Enhanced Commissioning	2
		2	Credit 4	Enhanced Refrigerant Management	2
1	2		Credit 5	Measurement and Verification	3
2			Credit 6	Green Power	2

5 7 2

Materials and Resources

Possible Points: 14

Y	N	?	Prereq	Description	Points
			Prereq 1	Storage and Collection of Recyclables	
		3	Credit 1.1	Building Reuse—Maintain Existing Walls, Floors, and Roof	1 to 3
		1	Credit 1.2	Building Reuse—Maintain 50% of Interior Non-Structural Elements	1
2			Credit 2	Construction Waste Management	1 to 2
2			Credit 3	Materials Reuse	1 to 2

Y N ?
1 1 1
2
1
1

Materials and Resources, Continued

Y	N	?	Prereq	Description	Points
1		1	Credit 4	Recycled Content	1 to 2
2			Credit 5	Regional Materials	1 to 2
		1	Credit 6	Rapidly Renewable Materials	1
		1	Credit 7	Certified Wood	1

10 4 1

Indoor Environmental Quality

Possible Points: 15

Y	N	?	Prereq	Description	Points
			Prereq 1	Minimum Indoor Air Quality Performance	
			Prereq 2	Environmental Tobacco Smoke (ETS) Control	
		1	Credit 1	Outdoor Air Delivery Monitoring	1
		1	Credit 2	Increased Ventilation	1
1			Credit 3.1	Construction IAQ Management Plan—During Construction	1
1			Credit 3.2	Construction IAQ Management Plan—Before Occupancy	1
1			Credit 4.1	Low-Emitting Materials—Adhesives and Sealants	1
1			Credit 4.2	Low-Emitting Materials—Paints and Coatings	1
1			Credit 4.3	Low-Emitting Materials—Flooring Systems	1
1			Credit 4.4	Low-Emitting Materials—Composite Wood and Agrifiber Products	1
		1	Credit 5	Indoor Chemical and Pollutant Source Control	1
1			Credit 6.1	Controllability of Systems—Lighting	1
1			Credit 6.2	Controllability of Systems—Thermal Comfort	1
1			Credit 7.1	Thermal Comfort—Design	1
1			Credit 7.2	Thermal Comfort—Verification	1
		1	Credit 8.1	Daylight and Views—Daylight	1
1			Credit 8.2	Daylight and Views—Views	1

6

Innovation and Design Process

Possible Points: 6

Y	N	?	Prereq	Description	Points
1			Credit 1.1	Innovation in Design: Green Education	1
1			Credit 1.2	Innovation in Design: Green Cleaning	1
1			Credit 1.3	Innovation in Design: Green Pest Control	1
1			Credit 1.4	Innovation in Design: Low Mercury Lighting	1
1			Credit 1.5	Innovation in Design: Exemplary Perf Green Power	1
1			Credit 2	LEED Accredited Professional	1

3 1

Regional Priority Credits

Possible Points: 4

Y	N	?	Prereq	Description	Points
1			Credit 1.1	Regional Priority: SSc2	1
1			Credit 1.2	Regional Priority: SSc4.1	1
1			Credit 1.3	Regional Priority: MRc5	1
		1	Credit 1.4	Regional Priority: EAc1	1

60 26 24

Total

Possible Points: 110

Certified 40 to 49 points Silver 50 to 59 points Gold 60 to 79 points Platinum 80 to 110

Exhibit #3
01-CU-16



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:

<u>Name</u>	<u>Relationship</u> (i.e. Attorneys, Architects, Landscape Architects, Engineers, Lobbyists, Etc.)
<u>Alexander Duchart</u>	<u>Surveyor</u>
<u>Mayer S. Abbo</u>	<u>Architect</u>
<u>Nelson Ortiz, P.E.</u>	<u>Civil Engineer</u>
<u>Andrew Witkin</u>	<u>Landscape Architect</u>
<u>Viciana Franyie</u>	<u>MEP Engineer</u>
<u>Virginia Snyder-Hink</u>	<u>LEED Consultant</u>
<u>Joaquin Vargas</u>	<u>Traffic Engineer</u>

(Attach Additional Sheets If Necessary)

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

WITNESS MY HAND THIS 16 DAY OF MARCH 2016

AUTHORIZED REPRESENTATIVE OF APPLICANT:

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

Tumberly Plaza Ltd.
 By: PHGTP Office, LLC, its Co-General Partner
 By: Tumberly Office Holdings LLC, its manager,
 By: Prime Hospitality Group IV, LLC, its manager
 By: PMG Asset Services, LLC, its manager

OWNER
 By: _____
 (Signature)
 Name: Larry M. Abbo
 (Print)
 Title: Manager
 Address: 4651 Sheridan Street, Suite 480
Hollywood, FL 33021

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

SWORN TO AND SUBSCRIBED BEFORE ME this 16 day of MARCH 2016

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)(ii) of the City of Aventura Land Development Code. The undersigned Affiant hereby discloses that (mark with "x" applicable portions only)

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

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

The nature of the Business Relationship is as follows:

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

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

APPLICANT:

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

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

PROPERTY OWNER: Tumberry Plaza Ltd. By: PHGTP Office, LLC, its Co-General Partner
 By: Tumberry Office Building LLC, its manager, By: Prime Hospitality Group IV, LLC, its manager
 By: PMG Asset Services, LLC, its manager

By: _____ (Signature)
 Name: Lamin M. Abbo (Print)
 Title: Manager (Print)

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

WITNESS MY HAND THIS 29th DAY OF November 2018

REPRESENTATIVE: (Listed on Business Relationship Affidavit)

By: [Signature] (Signature)

Name: TRAVIS A. ADD (Print)
To: PRIME ACCOUNT ASSOCIATES, LLC
Title: ACCOUNTANT (Print)

By: [Signature] (Signature)

2 Name: [Signature] (Print)
WATERBURY DESIGN GROUP
Title: RESIDENT (Print)

3 By: [Signature] (Signature)

Name: NIVIANA FRANYIE (Print)
FRANYIE ENGINEERS
Title: PRESIDENT (Print)

4 By: [Signature] (Signature)

Title: President (Print)
Title: Virginia E Snyder Hall (Print)

By: _____ (Signature)

Title: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

Title: _____ (Print)

Title: _____ (Print)

By: [Signature] (Signature)

5 Name: AJLSEA DAVIS (Print)
Vice President, Customer Engineering Services, Inc.
Title: Civil Engineer (Print)

By: _____ (Signature)

Name: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

Name: _____ (Print)

Title: _____ (Print)

By: [Signature] (Signature)

Title: N (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)

By: _____ (Signature)

Name: Josquin Vioje (Print)

Name: _____ (Print)

Title: President (Print)

Title: _____ (Print)

By: _____ (Signature)

By: _____ (Signature)

Name: _____ (Print)

Name: _____ (Print)

Title: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

By: _____ (Signature)

Name: _____ (Print)

Name: _____ (Print)

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By: _____ (Signature)

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Title: _____ (Print)

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Title: _____ (Print)

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

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

NOTARIZATION PROVISION

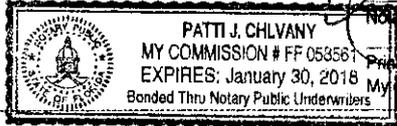
STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

Before me, the undersigned authority, personally appeared Larry Abbo
executed this Affidavit for the purposes stated therein and that it is true and correct.

the Affiant, who being first by me duly sworn, did swear or affirm that he/she
Turnberry Plaza LLC, By: BGTIP Office, LLC, its General Partner
By: Turnberry Office Holdings LLC, its manager
By: PMG Asset Services, LLC, its manager

AFFIANT

SWORN TO AND SUBSCRIBED before me this 17 day of Dec, 2008



[Signature]
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 Mayer S. Abbo
executed this Affidavit for the purposes stated therein and that it is true and correct.

the Affiant, who being first by me duly sworn, did swear or affirm that he/she

AFFIANT

SWORN TO AND SUBSCRIBED before me this 17 day of December, 2008



[Signature]
Notary Public State of Florida At Large
SHANA L. RICHMAN
Printed Name of Notary
My commission expires 05/28/09

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

Before me, the undersigned authority, personally appeared _____
executed this Affidavit for the purposes stated therein and that it is true and correct.

the Affiant, who being first by me duly sworn, did swear or affirm that he/she

AFFIANT

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

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

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

Before me, the undersigned authority, personally appeared _____
executed this Affidavit for the purposes stated therein and that it is true and correct.

the Affiant, who being first by me duly sworn, did swear or affirm that he/she

AFFIANT

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

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

NOTARIZATION PROVISION

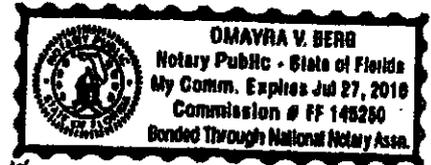
STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

Before me, the undersigned authority, personally appeared [Signature] 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 21 day of March, 2008

AFFIANT

Notary Public State of Florida At Large
Printed Name of Notary OMAYRA V. BERG
My commission expires: July 27, 2018



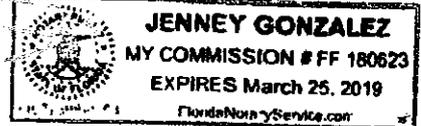
STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

Before me, the undersigned authority, personally appeared [Signature] 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 12 day of March, 2008

AFFIANT

Notary Public State of Florida At Large
Printed Name of Notary JENNEY GONZALEZ
My commission expires: 3-25-2019



STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

Before me, the undersigned authority, personally appeared VIVIANA FRANYIF 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 14 day of DECEMBER, 2008

AFFIANT

Notary Public State of Florida At Large
Printed Name of Notary MARIA C. VOIGT
My commission expires: MARIA C. VOIGT



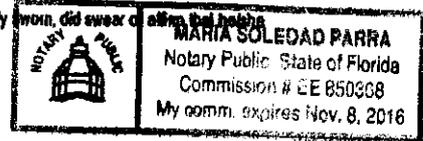
STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

SWORN TO AND SUBSCRIBED before me this 5 day of December, 2008

AFFIANT

Notary Public State of Florida At Large
Printed Name of Notary Maria Soledad P
My commission expires: Nov 8, 2016



NOTARIZATION PROVISION

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

Before me, the undersigned authority, personally appeared Alexander Duchart 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)

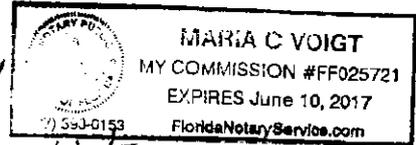
Before me, the undersigned authority, personally appeared VIVIANA FRANYIE the Affiant, who being first by me duly sworn, did swear or affirm that he/she executed this Affidavit for the purposes stated therein and that it is true and correct.

AFFIANT

SWORN TO AND SUBSCRIBED before me this 14 day of DEC. 5, 2015

Notary Public State of Florida At Large

Printed Name of Notary MARIA C. VOIGT
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 Virginia E Snyder 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

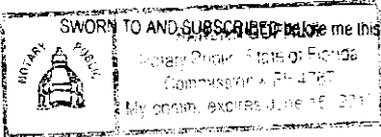
Printed Name of Notary

My commission expires: _____

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE) Broward

Before me, the undersigned authority, personally appeared Virginia E Snyder 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



15 day of March 2006

Notary Public State of Florida At Large

Printed Name of Notary

My commission expires: _____

June 16, 2017

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 Joaquin Vargas 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 15 day of March, 2020

Notary Public State of Florida At Large

Printed Name of Notary

My commission expires:

Intikhab Hosein
Intikhab Hosein
02/04/2020



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.

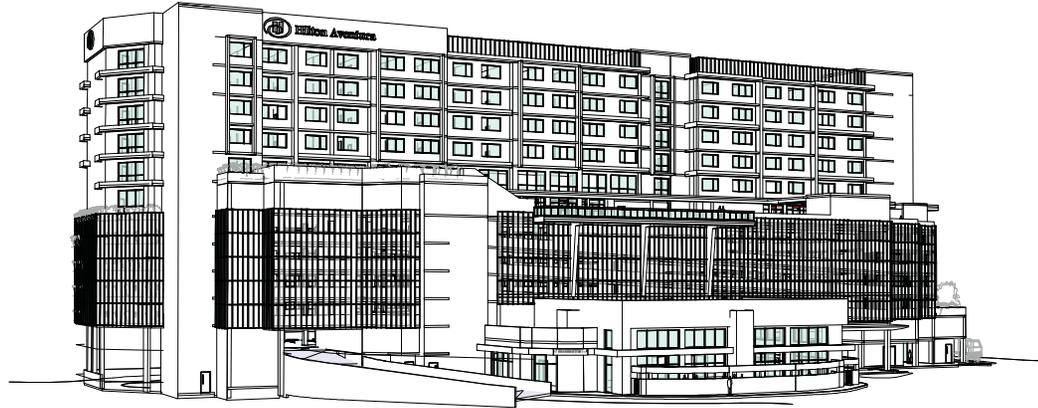
AFFIANT

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

Notary Public State of Florida At Large

Printed Name of Notary

My commission expires: _____



AVENTURA HOTEL

SITE PLAN RE-SUBMITTAL 01-25-16
City of Aventura
Florida

PROJECT CONSULTANTS

WATER PROOFING CONSULTANT
TBD

INTERIOR DESIGN
TBD

LIFE SAFETY CONSULTANT

SLS Consulting, Inc
Mike Sheehan
2501 Florida Ave.
Suite #19
Coconut Grove, FL 33133
C: 305.992.5359
O: 305.461.9852
mshshehan@slsfire.com

SURVEYOR

A. DUCHART LAND SURVEYING, INC.
Alexander G. Duchart
2403 Vermont Avenue East
Bradenton FL 34208
1-800-402-8768
aduchart@gmail.com

MEP

Franyie Engineers, Inc.
Tony Franyie Jr.
10610 NW 27 St.
Miami, Florida 33172
Tel: 305-592-1380 x118
Fax: 305-594-9279
tonyj@franyie.com
www.franyie.com

CIVIL ENGINEER

Consulting Engineering & Science, Inc.
Nelson H. Ortiz, P.E.
10700 North Kendall Drive, Suite 400
Miami, Florida 33176
Tel: (305) 378-5555
Fax: (305) 279-4553
www.cesmiami.com

LANDSCAPE ARCHITECT

Wilkin Hults Design Group
307 S. 21st Avenue
Hollywood, FL 33020
T: (954) 923 9551
F: (954) 923 9589
andyw@wilkinhultsdesign.com
http://www.wilkinhultsdesign.com

OWNER

Prime Hospitality Group
Larry Mayer Abbe
4651 Sheridan Street, Suite 480
Hollywood, Florida 33021
larry@abbou.net
www.primegrupous.com
D 954-624-4807
O 954-362-9789 #4807
F 954-362-9748

AQUATICS CONSULTANT
TBD

FOOD & BEVERAGE CONSULTANT
TBD

GEOTECHNICAL
TBD

STRUCTURAL ENGINEER
TBD

pd

PRIME DESIGN ASSOCIATES
ARCHITECTURE - PLANNING - DESIGN

AA 26002234

4651 SHERIDAN ST. SUITE 460
HOLLYWOOD FLORIDA, 33021
VOICE: 954.251.5790
FAX: 954.392.8748

SEAL
MAYER S. ABBO, ARCHITECT

THE DESIGN IS PROTECTED AND SPECIFIED ON THESE DRAWINGS AND PROJECTS UNDER THE COPYRIGHT LAW OF THE STATE OF FLORIDA BY PRIME DESIGN ASSOCIATES LLC. ANY REPRODUCTION OR TRANSMISSION OF THIS DESIGN OR ANY PART THEREOF WITHOUT THE WRITTEN CONSENT OF PRIME DESIGN ASSOCIATES LLC IS PROHIBITED. PRIME DESIGN ASSOCIATES LLC IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS OR FOR ANY LIABILITY CLAIMS, BUT ONLY TO THE EXTENT OF THE PROFESSIONAL SERVICE PROVIDED.

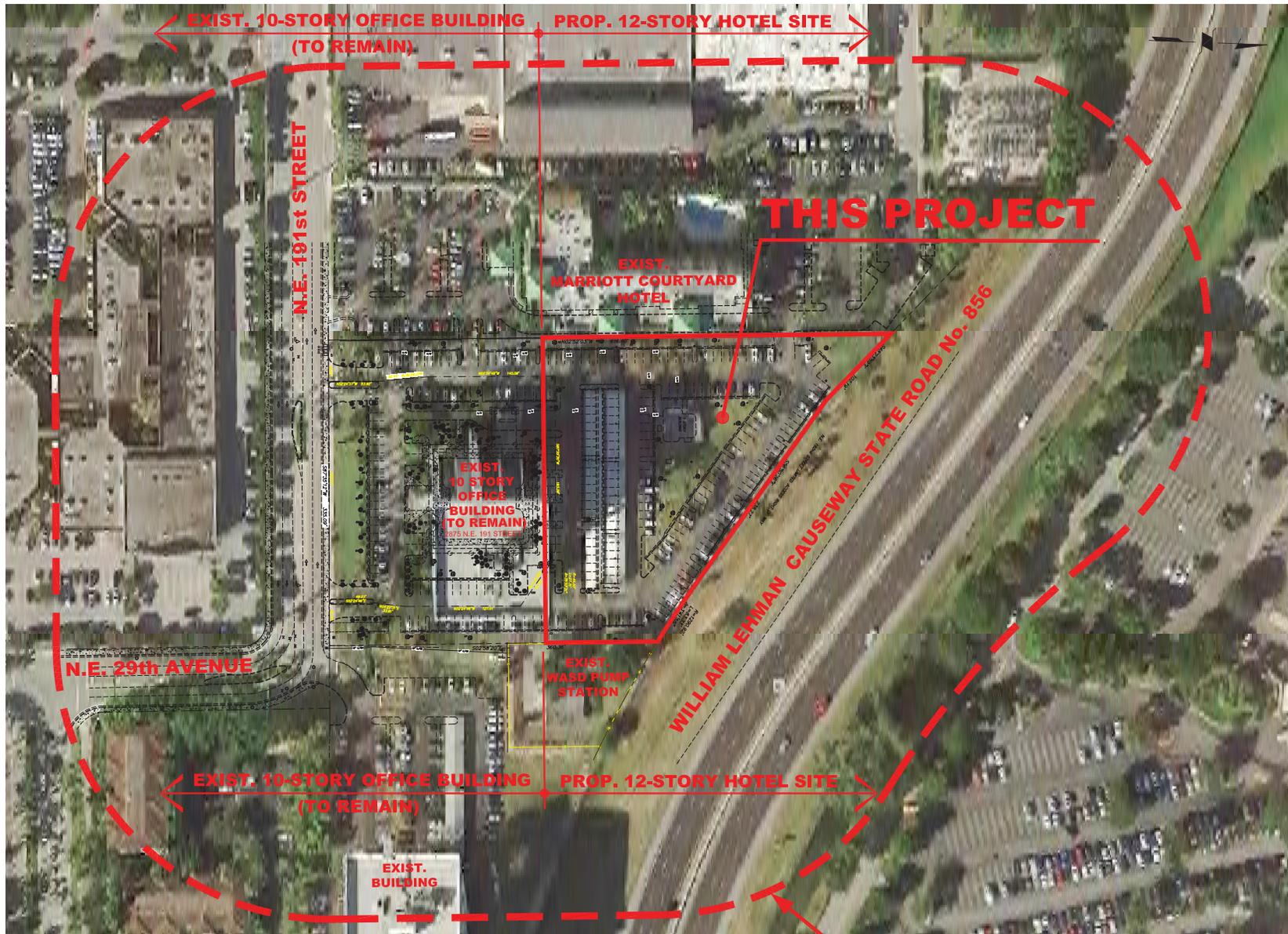
Aventura Hilton Hotel
2875 N.E. 191 Street
Aventura Florida 33180

No.	Description	Date
1	Old Site Plan Review Comments	01-25-16

Site Plan Submittal
NOT FOR CONSTRUCTION

Cover Sheet

Client Name	Prime Hospitality Group
Project Number	020115
Date	08-31-15
Project Status	Site Plan Submittal
Checked by	Project Manager
A001	
Scale	



AERIAL MAP
SCALE: 1" = 50'

300' OFFSET LINE

pd
PRIME DESIGN
ASSOCIATES
ARCHITECTURE - PLANNING - DESIGN

AA 26002234
4651 SHERIDAN ST., SUITE 460
HOLLYWOOD FLORIDA, 33021
VOICE: 954.392.8788
FAX: 954.392.8748

SEAL
MAYER S. ABBO, ARCHITECT

THE DESIGNER HEREBY CERTIFIES AND WARRANTS ON THESE PLANS AND SPECIFICATIONS THAT HE OR SHE IS A LICENSED ARCHITECT UNDER THE CONSTITUTION AND LAWS OF THE STATE OF FLORIDA AND IS NOT PROVIDING ARCHITECTURAL SERVICES TO ANY OTHER PARTY WITHOUT THE WRITTEN CONSENT OF PRIME DESIGN ASSOCIATES, LLC. THE DESIGNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPLICABLE AGENCIES AND AUTHORITIES. THE DESIGNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPLICABLE AGENCIES AND AUTHORITIES. THE DESIGNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPLICABLE AGENCIES AND AUTHORITIES. THE DESIGNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPLICABLE AGENCIES AND AUTHORITIES.

Aventura Hilton Hotel
2875 N.E. 191st Street
Aventura, Florida 33180

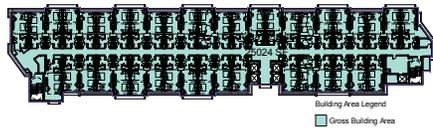
Revision Schedule		
No.	Description	Date
1	SITE PLAN SUBMITTAL	06-10-19
2	SITE PLAN REVISION COMMENTS (1-10-19)	

SITE PLAN SUBMITTAL
NOT FOR CONSTRUCTION

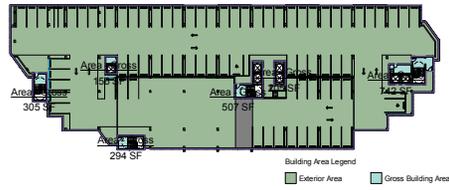
AERIAL MAP

Client Name: Prime Hospitality Group
Project Number: 012915
Date: 02/27/19
Project Status:
Checked by:

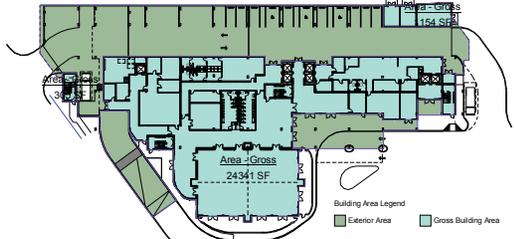
AERIAL
Scale: AS SHOWN



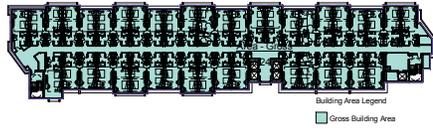
9 9th Floor FAR Plan
1" = 32'-0"



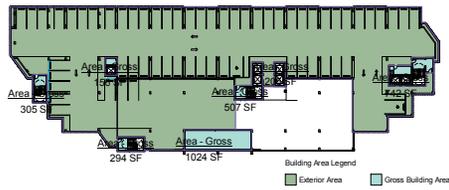
5 5th Floor Parking FAR Plan
1" = 32'-0"



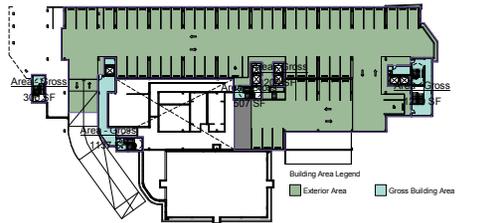
1 1st Floor (NGVD 10) FAR Plan
1" = 32'-0"



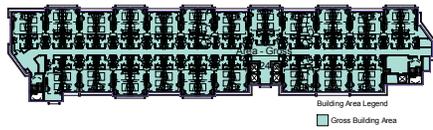
10 10th Floor FAR Plan
1" = 32'-0"



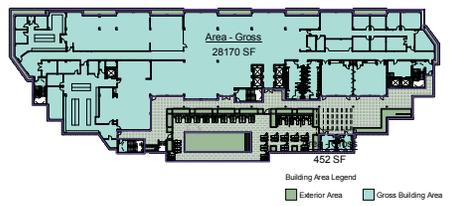
6 6th Floor Parking FAR Plan
1" = 32'-0"



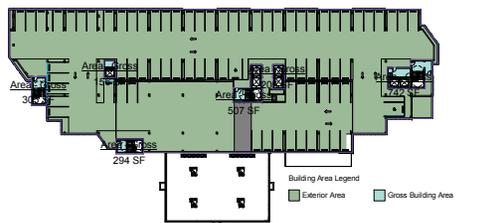
2 2nd Floor Parking FAR Plan
1" = 32'-0"



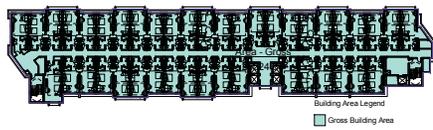
11 11th Floor FAR Plan
1" = 32'-0"



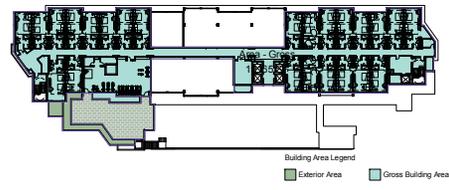
7 7th Floor (Main Public Level) FAR Plan
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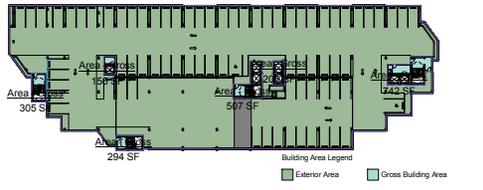
3 3rd Floor Parking FAR Plan
1" = 32'-0"



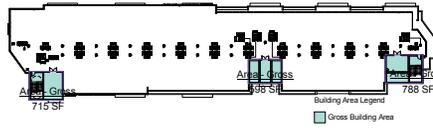
12 12th Floor FAR Plan
1" = 32'-0"



8 8th Floor FAR Plan
1" = 32'-0"



4 4th Floor Parking FAR Plan
1" = 32'-0"



13 Roof Level FAR Plan
1" = 32'-0"

Area Schedule - FAR		
Level	Area Type	Area
Gross Building Area		
1st Floor (NGVD 10)	Gross Building Area	305 SF
1st Floor (NGVD 10)	Gross Building Area	24341 SF
1st Floor (NGVD 10)	Gross Building Area	1154 SF
2nd Floor Parking		
2nd Floor Parking	Gross Building Area	306 SF
2nd Floor Parking	Gross Building Area	1137 SF
2nd Floor Parking	Gross Building Area	507 SF
2nd Floor Parking	Gross Building Area	1299 SF
2nd Floor Parking	Gross Building Area	205 SF
3rd Floor Parking		
3rd Floor Parking	Gross Building Area	305 SF
3rd Floor Parking	Gross Building Area	156 SF
3rd Floor Parking	Gross Building Area	507 SF
3rd Floor Parking	Gross Building Area	205 SF
3rd Floor Parking	Gross Building Area	742 SF
3rd Floor Parking	Gross Building Area	294 SF
4th Floor Parking		
4th Floor Parking	Gross Building Area	742 SF
4th Floor Parking	Gross Building Area	507 SF
4th Floor Parking	Gross Building Area	205 SF
4th Floor Parking	Gross Building Area	294 SF
4th Floor Parking	Gross Building Area	156 SF
4th Floor Parking	Gross Building Area	305 SF
5th Floor Parking		
5th Floor Parking	Gross Building Area	294 SF
5th Floor Parking	Gross Building Area	305 SF
5th Floor Parking	Gross Building Area	156 SF
5th Floor Parking	Gross Building Area	507 SF
5th Floor Parking	Gross Building Area	507 SF
5th Floor Parking	Gross Building Area	205 SF
5th Floor Parking	Gross Building Area	742 SF
6th Floor Parking		
6th Floor Parking	Gross Building Area	742 SF
6th Floor Parking	Gross Building Area	507 SF
6th Floor Parking	Gross Building Area	205 SF
6th Floor Parking	Gross Building Area	294 SF
6th Floor Parking	Gross Building Area	156 SF
6th Floor Parking	Gross Building Area	305 SF
6th Floor Parking	Gross Building Area	1024 SF
7th Floor (Main Public Level)		
7th Floor (Main Public Level)	Gross Building Area	28170 SF
7th Floor (Main Public Level)	Gross Building Area	452 SF
8th Floor		
8th Floor	Gross Building Area	19165 SF
9th Floor		
9th Floor	Gross Building Area	25024 SF
10th Floor		
10th Floor	Gross Building Area	25024 SF
11th Floor		
11th Floor	Gross Building Area	25024 SF
12th Floor		
12th Floor	Gross Building Area	25024 SF
Roof Level		
Roof Level	Gross Building Area	715 SF
Roof Level	Gross Building Area	598 SF
Roof Level	Gross Building Area	788 SF
Gross Building Area: 43		189098 SF

pd
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SEAL
MAYER S. ABBO, ARCHITECT

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2875 N.E. 191 Street
Aventura Florida 33180

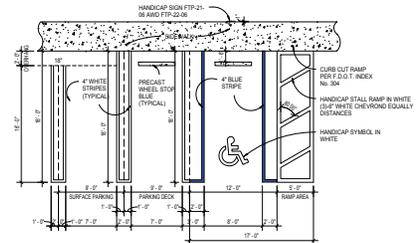
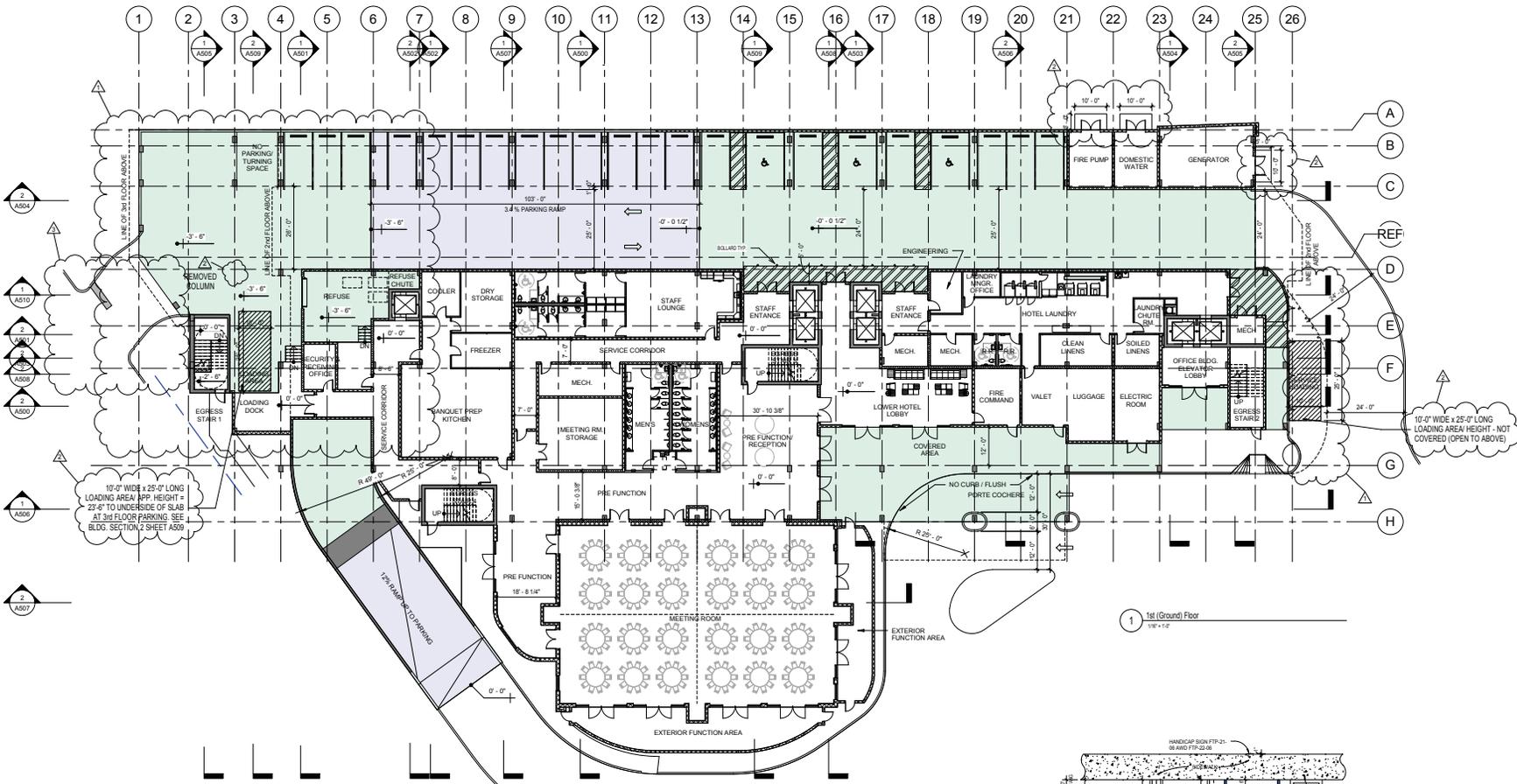
Revision Schedule		
No.	Description	Date

Site Plan Submittal
NOT FOR CONSTRUCTION

FAR Calculations

Client Name: Prime Hospitality Group
Project Number: 020818
Date: 08-31-15
Project Status: Site Plan Submittal
Checked by: Project Manager

A008
Scale: 1" = 32'-0"



PARKING STALL DIMENSIONS:
 STANDARD SURFACE PARKING SPACE 9' x 18' (NO WHEEL STOP)
 STANDARD PARKING BOCK SPACE 9' x 18' (WHEEL STOP)
 HANDICAP PARKING SPACE 12' x 18' PLUS 5' RAMP AREA

NOTES:
 1. ON LIGHT COLORED SURFACE (E. CONCRETE) ALL HANDICAP MARKINGS SHALL BE BLUE AND STANDARD PARKING STRIPING SHALL BE BLACK.
 2. ALL STRIPING WITHIN PUBLIC RIGHT-OF-WAY SHALL BE 6 INCHES.
 3. ALL MEASUREMENTS ARE FROM CENTER LINE.

2 Parking Space Detail
18" x 11"



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Aventura Hilton Hotel
 2875 N.E. 191 Street
 Aventura Florida 33180

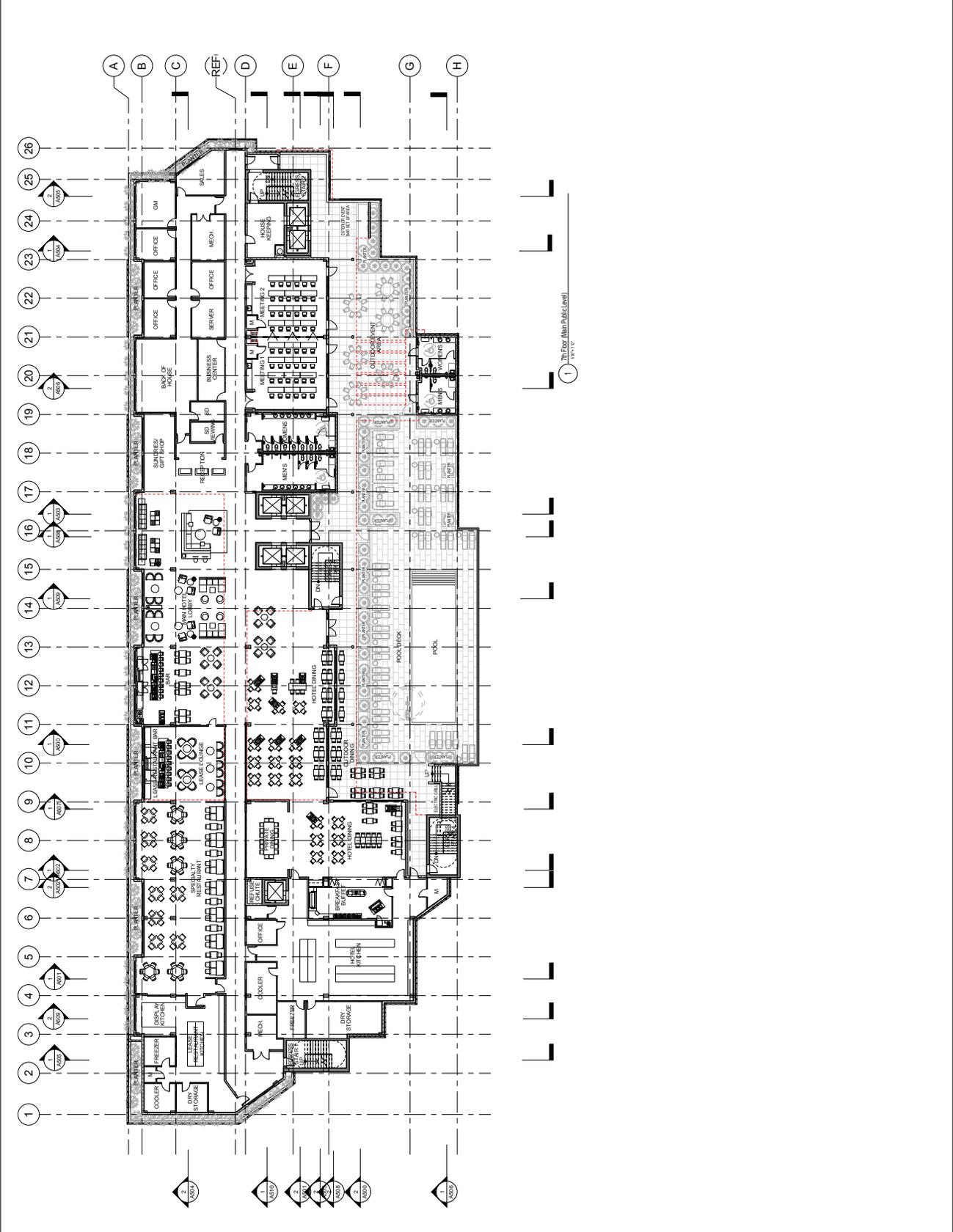
Revision Schedule		
No.	Description	Date
1	Site Plan Review Comments	11-16-15
2	Site Plan Review Comments	12-11-15
3	Site Plan Review Comments	01-25-16

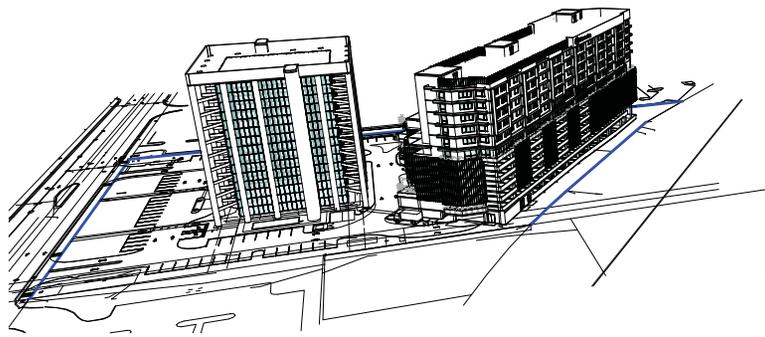
Site Plan Submittal
 NOT FOR CONSTRUCTION

Ground Floor Plan

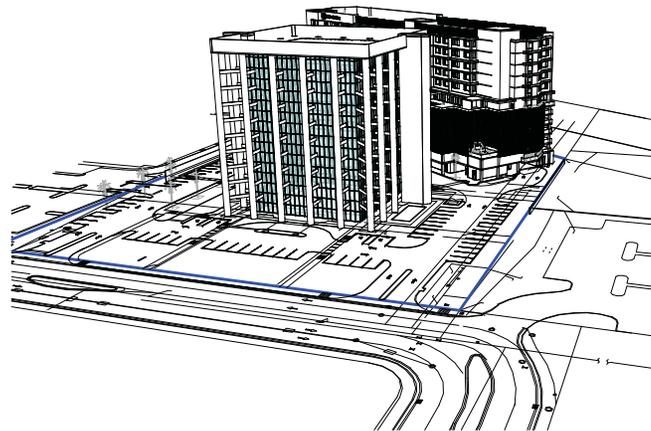
Client Name: Prime Hospitality Group
 Project Number: 010618
 Date: 08-31-15
 Project Status: Site Plan Submittal
 Checked by: Project Manager

A200
 Scale: As Indicated





3 Aerial View Looking South West



1 Aerial View Looking North West



2 Aerial View Looking South East



PRIME DESIGN ASSOCIATES
ARCHITECTURE · PLANNING · DESIGN

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Aventura Florida 33180

Revision Schedule

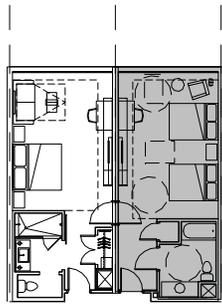
No.	Description	Date

Site Plan Submittal
NOT FOR CONSTRUCTION

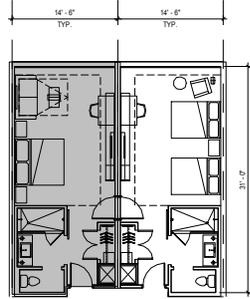
Building Perspectives

Client Name: Prime Hospitality Group
Project Number: 020115
Date: 08-21-15
Project Status: Site Plan Submittal
Checked by: Project Manager

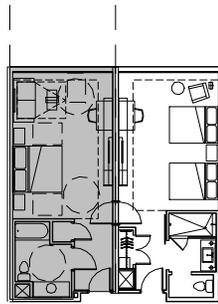
A405
Scale



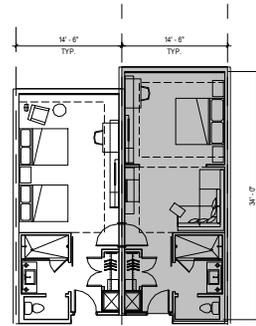
ACCESSIBLE
QUEEN



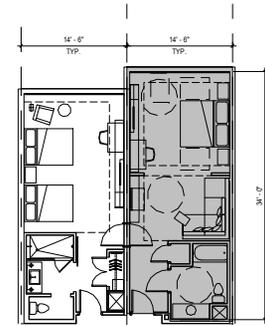
KING GUEST
ROOM QUEEN GUEST
ROOM



ACCESSIBLE
KING



KING
SUITE



ACCESSIBLE
KING SUITE

1 Guest Room Plans

GUEST ROOM AREA CALCULATIONS:

KING, QUEEN & ACCESSIBLE GUEST ROOM SIZE = 455 S.F.

KING SUITE & ACCESSIBLE KING SUITE = 498 S.F.



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ASSOCIATES
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2875 N.E. 191 Street
Aventura Florida 33180

Revision Schedule		
No.	Description	Date
1	Site Plan Review Comments	09-11-15

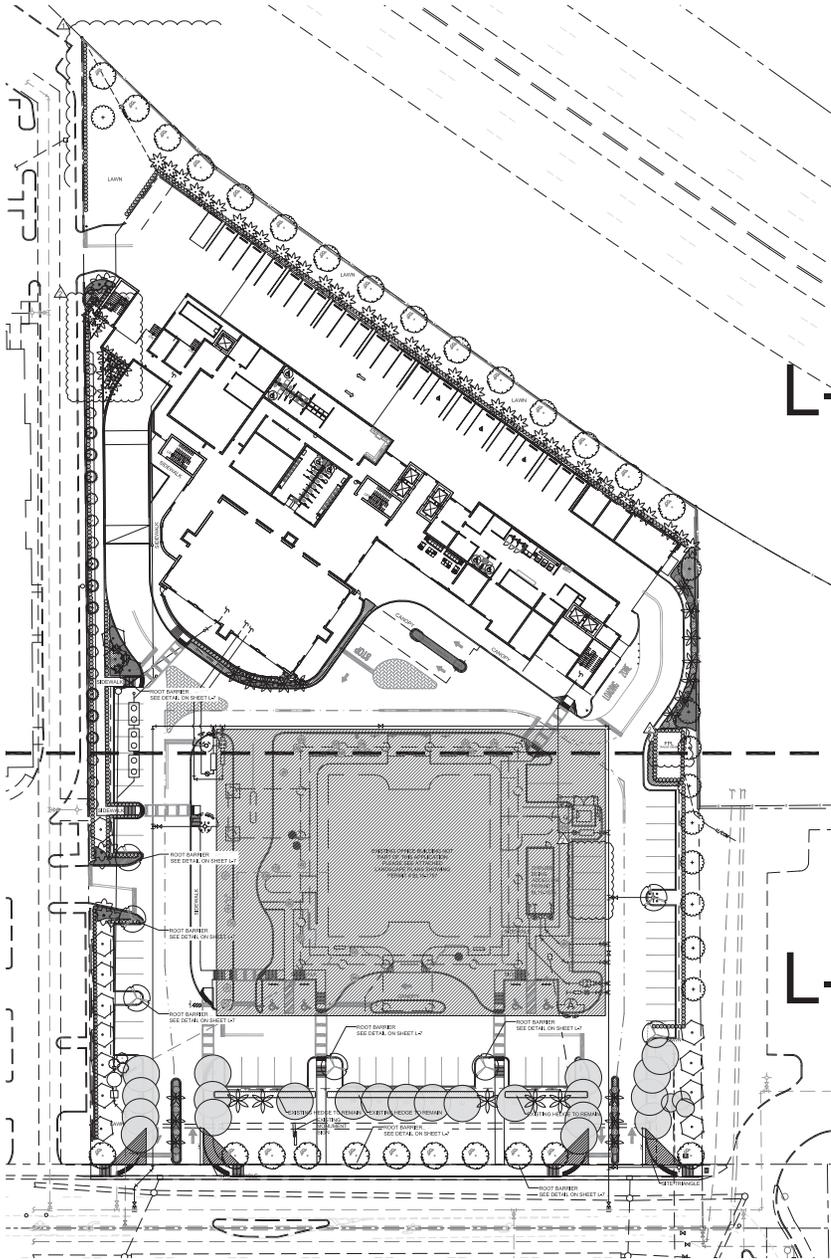
Site Plan Submittal
NOT FOR CONSTRUCTION

Guest Room Plans

Client Name	Prime Hospitality Group
Project Number	020815
Date	09-21-15
Project Status	Site Plan Submittal
Checked by	Project Manager

A900

Scale 1/8" = 1'-0"



KEY PLAN

Scale: NTS

L-4

L-5

CITY OF AVENTURA LANDSCAPE LEGEND Information Required to be Permanently Affixed to Plan

Zoning District **B-2** Net Lot Area **3.69** acres **160,736** square feet

OPEN SPACE	REQUIRED	PROVIDED
A. Square Feet of open space required by zoning district as indicated on site plan: Net lot area = _____ square feet x _____ % = _____ square feet	N/A FOR B-2	N/A FOR B-2
LAWN AREA CALCULATION		
A. Total square feet of landscaped open space required by zoning district =	N/A FOR B-2	N/A FOR B-2
B. Maximum lawn area (St. Augustine sod) permitted = _____ % x _____ square feet	N/A FOR B-2	N/A FOR B-2
TREES		
A. The number of trees required per net lot acre .22 less the existing number of trees that meet minimum requirements = .22 trees x net lot acres =	82	82**
B. 30% palm trees allowed: (three palms = one tree) Palms provided =	30	26
C. Percentage of native trees required = number of trees provided x 30% =	28	82
D. Street trees (perimeter landscape adjacent to any street right-of-way) (max. average spacing of 30' O.C.), 330 linear feet along street /20 = 11 Palms as street trees (max. average spacing 25' O.C.), 130 linear feet along street /25 = 14	11	11
E. Street trees located directly beneath power lines (max. average spacing of 25' O.C.): _____ linear feet along street /25 =	N/A	N/A
F. Total number of trees provided =	93	93
SHRUBS		
A. The total number of trees required x 10 = number of shrubs required (24" height)	940	1,257
B. The number of shrubs required x 30% - the number of native shrubs required	282	407
C. The number of shrubs required x 50% - the number of drought tolerant shrubs required	470	1,257
IRRIGATION PLAN: Required by Section 31-221		TO BE PROVIDED

There are 41 palm trees on the list are not included in the required tree count.
There are 41 trees counted towards mitigation for trees being removed from the site - See Sheet L-2
There are 24 trees counted towards mitigation for trees being removed from the adjoining Turnberry Plaza site - See sheet L-2 Tree Disposition Plan of Turnberry Plaza Permit Packet.

LANDSCAPE LIST

SYMBOL	QUANT.	PROPOSED MATERIAL	DESCRIPTION	DESCRIPTION	TOTAL TREES	TURNBERRY MITIGATION
BA	15	Banksia integrifolia VERAWOOD	14' HT. X 9" DBH, 3" DBH	MITIGATION TREES	15 LOT TREES	15 LOT
CS	1	Cocciniferia erubescens "Cocciniferia erubescens"	F.Z.	1 LOT TREES	1 LOT	1 TURNBERRY PLAZA MITIGATION TREE
CS	15	Chrysanthemum indicum "Chrysanthemum indicum"	14' HT. X 9" DBH, 3" DBH	MITIGATION TREES	15 LOT TREES	15 LOT
CS	10	Chrysanthemum indicum "Chrysanthemum indicum"	14' HT. X 9" DBH, 3" DBH	MITIGATION TREES	10 LOT TREES	10 LOT
CS	9	Chrysanthemum indicum "Chrysanthemum indicum"	14' HT. X 9" DBH, 3" DBH	MITIGATION TREES	9 LOT TREES	9 LOT
CS	7	Syzygium jambos "Sylvestris Indicum"	14' HT. X 9" DBH, 3" DBH	MITIGATION TREES	8 LOT TREES	8 LOT
CS	7	Syzygium jambos "Sylvestris Indicum"	14' HT. X 9" DBH, 3" DBH	MITIGATION TREES	8 LOT TREES	8 LOT
CS	28	Plumbago indica "SILVER GATE PALM"	F.Z. MATCHED	AMENITY LEVEL		28 TURNBERRY PLAZA MITIGATION TREES
CS	51	Phoradendron virginicum "SILVER GATE PALM"	24' O.A. HT. SINGLE	GARAGE BUFFER	51 LOT TREES	51 TURNBERRY PLAZA MITIGATION TREES
CS	26	Quercus laevis "SOUTHERN LIVE OAK"	14' HT. X 9" DBH, 3" DBH	11 STREET TREES	11 STREET	11 TURNBERRY PLAZA MITIGATION TREES
CS	18	Quercus laevis "SOUTHERN LIVE OAK"	F.Z. MATCHED HTS.	18 LOT TREES	18 LOT	18 TURNBERRY PLAZA MITIGATION TREES
CS	5	Quercus laevis "SOUTHERN LIVE OAK"	F.Z. MATCHED HTS.	5 LOT TREES	5 LOT	5 TURNBERRY PLAZA MITIGATION TREES
CS	3	Triplaris montgomeryana "TRIPLE MONTGOMERY PALM"	24' O.A. HT. MIN. TRIPLE	3 LOT TREES	3 LOT	3 TURNBERRY PLAZA MITIGATION TREES

SHRUBS AND GROUNDCOVERS

SYMBOL	QUANT.	PROPOSED MATERIAL	DESCRIPTION	DESCRIPTION	TOTAL SHRUBS
BD	242	Bougainvillea spectabilis "HELENI JOHNSON DRAMP BOUGAINVILLEA"	18' HT. X 24" SPRL, 1" O.G.	REQUIRED SHRUB	242
BG	180	Bougainvillea spectabilis "RED BOUGAINVILLEA"	24' HT. X 24" SPRL, 2" O.G.	TRAILING VINE	180
BS	14	Bougainvillea spectabilis "BOUGAINVILLEA STANDARD"	8' HT. O.A., STANDARD	ACCENT (14)	14
CE	203	Cocciniferia erubescens "GREEN BUTTWOOD"	30' HT. X 24" SPRL, 2" O.G.	REQUIRED SHRUB	203
CG	333	Chrysanthemum indicum "SMALL LEAF GLASS"	24' HT. X 24" SPRL, 2" O.G.	REQUIRED SHRUB	333
CI	92	Chrysanthemum indicum "GREEN COCKATOO"	24' HT. X 24" SPRL, 2" O.G.	REQUIRED SHRUB	92
FM	1088	Ficus microcarpa "GREEN ISLAND FICUS"	15' HT. X 18" SPRL, 1.5" O.G.	GROUNDCOVER	1088
HA	23	Hamelia patens "AMERSON CREPE HERBACEA"	18 GAL.	ACCENT (11)	11
HW	112	Hamamelis virginica "SWAMP PREPARATION"	24' HT. X 24" SPRL, 2" O.G.	REQUIRED SHRUB	112
JF	40	Jatropha gossypifolia "JATROPHA TREE"	6' HT. X 4" SPRL	AMENITY LEVEL	40
JM	150	Jatropha gossypifolia "DONKEY JASMINE"	24' HT. X 24" SPRL, 2" O.G.	AMENITY LEVEL	150
PV	212	Plumbago indica "FIT TOPPOURIA VINE"	18' HT. X 18" SPRL, 2" O.G.	REQUIRED SHRUB	212
SA	38	Scaevola taccada "GREEN SCHEFFLER"	3 GAL.	REQUIRED SHRUB	38
SE	216	Scaevola taccada "SILVER PINE"	24' HT. X 24" SPRL, 2" O.G.	TRAILING VINE	216
TJ	34	Triplaris montgomeryana "CORONA PALM"	5' HT. TREES	TRAILING VINE	34
LAWN	As needed	Stenotaphrum secundatum "ST. AUGUSTINE GRASS"	SOLID EVEN LAWN	LAWN	

- SHEET INDEX:**
- L-1 INDEX
 - L-2 TREE DISPOSITION PLAN
 - L-3 TREE DISPOSITION PLAN
 - L-4 LANDSCAPE PLAN
 - L-5 LANDSCAPE PLAN
 - L-6 AMENITY LEVEL PLAN
 - L-7 LANDSCAPE DETAILS



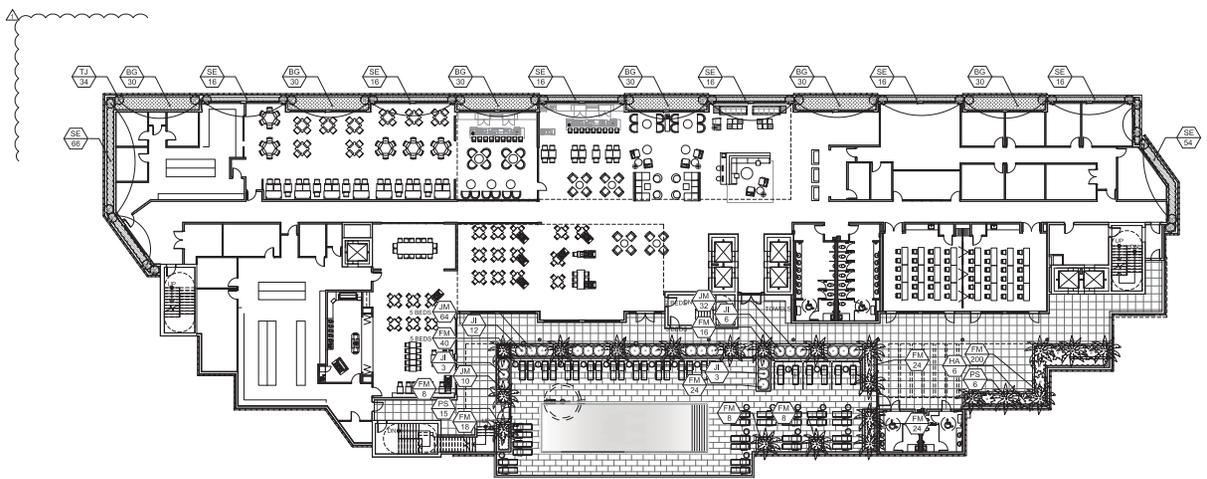
W H
WITKIN HULTS
DESIGN GROUP
307 North 75th Avenue, Hallwood, Florida 34524
www.witkinhults.com

AVENTURA HOTEL
Aventura, Florida
INDEX

Revisions:
 City Comments 11.18.2015
 City Comments 12.11.2015
 1st Site Plan Review 01.25.16
 Turnberry Tree Comments 02.04.16
 New Base 03.21.16

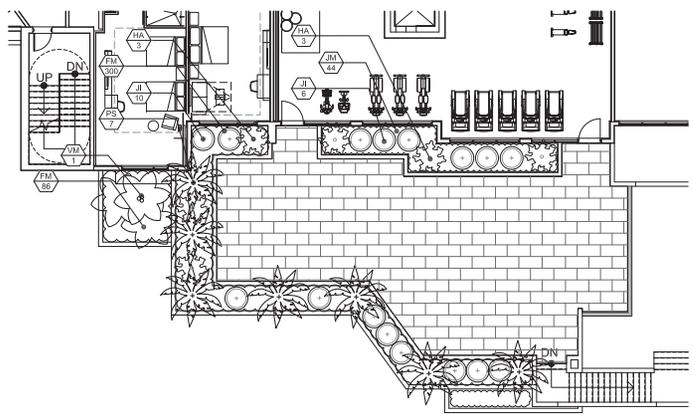
Drawn By: JIM
 Date: 08/28/2015
 Scale: See Left
 Sheet No.: JM

L-1



AMENITY LEVEL LANDSCAPE PLAN

Scale: 1"=20'-0"



FITNESS LEVEL LANDSCAPE PLAN

Scale: 1"=10'-0"

LANDSCAPE LIST

TREES				
SYMBOL	QUAN.	PROPOSED MATERIAL	DESCRIPTION	TOTAL TREES
BA	13	Burke's cotton	14 HT. X 5" SPR. 3' DBH	13 LOT
VERWOOD		F.O.		13 LOT TREES
CS	4	Conocarpus erectus var. subsp.	14 HT. X 5" SPR. 3' DBH	4 LOT TREES
SILVER BUTTWOOD		F.O.		4 LOT TREES
CO	15	Chrysanthemum albiflorum	14 HT. X 5" SPR. 3' DBH	15 LOT TREES
SAITRAE		F.O.		15 LOT TREES
CD	9	Casahuate grandiflora	14 HT. X 5" SPR. 3' DBH	9 LOT TREES
PRISON PALM		F.O.		9 LOT TREES
ED	9	Eleocharis acicularis	14 HT. X 5" SPR. 3' DBH	9 LOT TREES
JAPANESE ELLEBERRY		F.O. STANDARD		9 LOT TREES
LI	8	Livistonia chinensis	14 HT. X 5" SPR. 3' DBH	8 LOT TREES
WILD TAMBOUR		F.O.		8 LOT TREES
PS	28	Phoenix robusta Rexbury	20' O.A. HT. 6" C.T.	28 LOT TREES
SILVER DATE PALM		F.O. MATCHED		28 LOT TREES
PE	39	Platanus racemosa 14' dbh	24' O.A. HT. SINGLE	39 LOT TREES
SPICE ALEXANDER PALMS		F.O. 6 CLEAR WOOD		39 LOT TREES
QUINQUE ALBANA		14 HT. X 5" SPR. 3' DBH		11 STREET TREES
SOUTHERN LIVE OAK		F.O.		15 LOT TREES
RE	18	Royal Palm	20-22' O.A. HT. 6" GREYWOOD	18 LOT PALMS 31
ROYAL PALM		F.O. MATCHED HTS.		18 LOT PALMS 31
5		Royal Palm	MUST MATCH THE EXISTING	5 LOT PALMS 31
ROYAL PALM		F.O.		5 LOT PALMS 31
4		Triplaris montana 'Triple'	20' O.A. HT. MIN. TRIPLE	4 LOT PALMS AT 31
TRIPLE MONTAGNER PALM		F.O. STAGGERED.		4 LOT PALMS AT 31
SHRUBS AND GROUNDCOVERS				
SYMBOL	QUAN.	PROPOSED MATERIAL	DESCRIPTION	TOTAL SHRUBS
BD	242	Begonia 'Helen Johnson'	18" HT. X 24" SPR. 1" O.G.	242
HELEN JOHNSON DWARF BOUGAINVILLEA		3 GAL.		REQUIRED SHRUB
BG	180	Begonia 'Red Bougainvillea'	24" HT. X 24" SPR. 1 1/2" O.G.	180
RED BOUGAINVILLEA		3 GAL.		REQUIRED SHRUB
BS	14	Bougainvillea Standard	8' HT. O.A. STANDARD	14
BOUGAINVILLEA STANDARD		15 GAL.		ACCENT (14)
CE	190	Conocarpus erectus	30" HT. X 24" SPR. 1 1/2" O.G.	190
GREEN BUTTWOOD		3 GAL.		REQUIRED SHRUB
CG	333	Chrysanthemum	24" HT. X 24" SPR. 1 1/2" O.G.	333
SMALL LEAF CLUSIA		3 GAL.		REQUIRED SHRUB
CI	92	Chrysanthemum	24" HT. X 24" SPR. 1 1/2" O.G.	92
GREEN COCCULUM		3 GAL.		REQUIRED SHRUB
FM	1038	Ficus microcarpa Green Island	18" HT. X 18" SPR. 1 1/2" O.G.	1038
GREEN ISLAND FIGS		3 GAL.		GROUND COVER
HA	23	Hemerocallis	6" HT. O.A. STANDARD	23
ANDERSON CREPE HIBISCUS		15 GAL.		ACCENT (11)
HP	100	Hemiphaea compacta	24" HT. X 24" SPR. 1 1/2" O.G.	100
ORANGE HIBISCUS		3 GAL.		REQUIRED SHRUB
JJ	40	Jatropha	6" HT. X 4" SPR.	40
JATROPHA TREE		15 GAL. - FULL		AMENITY LEVEL
JM	150	Juncus	24" HT. X 24" SPR. 1 1/2" O.G.	150
DONNY JASPER		3 GAL.		AMENITY LEVEL
PV	212	Platanus	18" HT. X 18" SPR. 1 1/2" O.G.	212
FITTSINGERIA VAGATA		3 GAL.		REQUIRED SHRUB
SA	38	Scaevola	24" HT. X 24" SPR. 1 1/2" O.G.	38
GREEN SCOFFLERIA		3 GAL.		REQUIRED SHRUB
SE	216	Scaevola	24" HT. X 24" SPR. 1 1/2" O.G.	216
SCOFFLERIA		1 GAL.		TRAINING VINE
TJ	34	Trellis	8' HT. TRELLIS	34
CONFUSION JAMUN		3 GAL.		TRAINING VINE
LAWN	As	Stenotaphrum secundatum 'Korean'	FULL - 3 GAL.	AMENITY LEVEL
RELAND		ST. AUGUSTINE GRASS	SOLID EVEN LAWN	LAWN

*DENOTES NATIVE SPECIES



RESOLUTION NO. 2016-___

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA GRANTING CONDITIONAL USE APPROVAL PURSUANT TO SECTION 31-144(c)(2) I. AND m. OF THE CITY CODE TO ALLOW LOT COVERAGE OF 42.23% WHERE MAXIMUM LOT COVERAGE OF 40% IS PERMITTED BY CODE AND TO ALLOW FLOOR AREA RATIO OF 1.93 WHERE MAXIMUM FLOOR AREA RATIO OF 1.61 IS PERMITTED BY CODE, BOTH FOR A HOTEL DEVELOPMENT IN THE COMMUNITY BUSINESS (B2) DISTRICT, TO BE CONSTRUCTED PURSUANT TO THE CITY'S GREEN BUILDING PROGRAM, LOCATED AT 2875 NE 191 STREET, CITY OF AVENTURA; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the property described herein in Exhibit "A" is zoned Community Business (B2) District; and

WHEREAS, the applicant, Turnberry Plaza Ltd., through Application No. 01-CU-16 is requesting conditional use approval pursuant to Section 31-144(c)(2) I. and m. of the City Code to allow increased lot coverage and increased floor area for a hotel development to be constructed under the City's Green Building Program; and

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

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

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

Section 1. Application for Conditional Use to allow increased lot coverage of 42.23% where a maximum 40% lot coverage is permitted by Code and to allow increased floor area ratio of 1.93 where a maximum of 1.61 floor area ratio is permitted by Code, is hereby granted, subject to the conditions set out in this Resolution, on property legally described in Exhibit "A" to this Resolution and known as municipal address 2875 NE 191 Street, City of Aventura.

Section 2. Approval of the application above is subject to the following conditions:

1. Plans submitted for building permit shall substantially comply with those submitted as follows:

- “Aventura Hilton Hotel”, Cover/Location Map/Drawing Index, Sheet A001, prepared by Prime Design Associates, dated 8/31/2015, last revised 1/25/16, signed and sealed 3/29/16.
- “Aventura Hilton Hotel”, Drawing Index, Sheet A003, prepared by Prime Design Associates, dated 8/31/2015, last revised 11/16/15, signed and sealed 3/29/16.
- Boundary Survey, 1 page, dated 11/11/15, prepared by A. Duchart Land Surveying Inc., signed and sealed.
- “Aventura Hilton Hotel”, Site Reference Plan, Sheet A006, prepared by Prime Design Associates, dated 8/31/15, last revised 1/25/16, signed and sealed 3/29/16.
- “Aventura Hilton Hotel”, FAR Calculations, Sheet A008, prepared by Prime Design Associates, dated 8/31/15, signed and sealed 3/29/16.
- “Aventura Hilton Hotel”, Building Plans, Ground Floor Plan, Sheet A200, prepared by Prime Design Associates, dated 8/31/15, last revised 1/25/16, signed and sealed 3/29/16.
- “Aventura Hilton Hotel”, Building Plans, 2nd Floor Garage Parking Plan, Sheet A201, prepared by Prime Design Associates, dated 8/31/15, revised 1/25/16, signed and sealed 3/29/16.
- “Aventura Hilton Hotel”, Building Plans, 3rd Floor Garage Parking Plan, Sheet A202, prepared by Prime Design Associates, dated 8/31/15, last revised 12/17/15, signed and sealed 3/29/16.
- “Aventura Hilton Hotel”, Building Plans, 4th Floor Garage Parking Plan, Sheet A203, prepared by Prime Design Associates, dated 8/31/15, last revised 12/17/15, signed and sealed 3/29/16.
- “Aventura Hilton Hotel”, Building Plans, 5th Floor Garage Parking Plan, Sheet A204, prepared by Prime Design Associates, dated 8/31/15, last revised 12/17/15, signed and sealed 3/29/16.
- “Aventura Hilton Hotel”, Building Plans, 6th Floor Garage Parking Plan, Sheet A205, prepared by Prime Design Associates, dated 8/31/15, last revised 12/17/15, signed and sealed 3/29/16.
- “Aventura Hilton Hotel”, Building Plans, 7th Floor (Main Public Level) Plan, Sheet A206, prepared by Prime Design Associates, dated 8/31/15, signed and sealed 3/29/16.
- “Aventura Hilton Hotel”, Building Plans, 8th Floor Plan, Sheet A207, prepared by Prime Design Associates, dated 8/31/15, signed and sealed 3/29/16.
- “Aventura Hilton Hotel”, Building Plans, 9th Floor Plan, Sheet A208, prepared by Prime Design Associates, dated 8/31/15, signed and sealed 3/29/16.
- “Aventura Hilton Hotel”, Building Plans, 10th Floor Plan, Sheet A209, prepared by Prime Design Associates, dated 8/31/15, signed and sealed 3/29/16.

- “Aventura Hilton Hotel”, Building Plans, 11th Floor Plan, Sheet A210, prepared by Prime Design Associates, dated 8/31/15, signed and sealed 3/29/16.
- “Aventura Hilton Hotel”, Building Plans, 12th Floor Plan, Sheet A211, prepared by Prime Design Associates, dated 8/31/15, signed and sealed 3/29/16.
- “Aventura Hilton Hotel”, Building Plans, Roof Access Plan, Sheet A212, prepared by Prime Design Associates, dated 8/31/15, last revised 12/17/15, signed and sealed 3/29/16.
- “Aventura Hilton Hotel”, Building Plans, Roof Plan, Sheet A213, prepared by Prime Design Associates, dated 8/31/15, revised 11/16/15 signed and sealed 3/29/16.
- “Aventura Hilton Hotel”, Building Elevations, Building Elevations, Sheet A400, prepared by Prime Design Associates, dated 8/31/15, last revised 11/16/15, signed and sealed 3/29/16.
- “Aventura Hilton Hotel”, Building Elevations, Building Elevations, Sheet A401, prepared by Prime Design Associates, dated 8/31/15, last revised 11/16/15, signed and sealed 3/29/16.
- “Aventura Hilton Hotel”, Building Elevations, Building Elevations, Sheet A402, prepared by Prime Design Associates, dated 8/31/15, last revised 11/16/15, signed and sealed 3/29/16.
- “Aventura Hilton Hotel”, Building Elevations, Building Elevations, Sheet A403, prepared by Prime Design Associates, dated 8/31/15, last revised 11/16/15m signed and sealed 3/29/16.
- “Aventura Hilton Hotel”, Building Elevations, Building Perspectives Sheet A404, prepared by Prime Design Associates, dated 8/31/15, signed and sealed 3/29/16.
- “Aventura Hilton Hotel”, Building Elevations, Building Perspectives Sheet A405, prepared by Prime Design Associates, dated 8/31/15, signed and sealed 3/29/16.
- “Aventura Hilton Hotel”, Building Elevations, Renderings Sheet A406, prepared by Prime Design Associates, dated 8/31/15, signed and sealed 3/29/16.
- “Aventura Hilton Hotel”, Building Elevations, Axonometric View, Sheet A407, prepared by Prime Design Associates, dated 8/31/15, signed and sealed 3/29/16.
- “Aventura Hilton Hotel”, Building Sections, Building Sections Sheet A500, prepared by Prime Design Associates, dated 8/31/15, signed and sealed 3/29/16.
- “Aventura Hilton Hotel”, Building Sections, Building Sections Sheet A501, prepared by Prime Design Associates, dated 8/31/15, signed and sealed 3/29/16.
- “Aventura Hilton Hotel”, Building Sections, Building Sections Sheet A502, prepared by Prime Design Associates, dated 8/31/15, signed and sealed 3/29/16.
- “Aventura Hilton Hotel”, Building Sections, Building Sections Sheet A503, prepared by Prime Design Associates, dated 8/31/15, signed and sealed 3/29/16.

- "Aventura Hilton Hotel", Building Sections, Building Sections Sheet A504, prepared by Prime Design Associates, dated 8/31/15, signed and sealed 3/29/16.
- "Aventura Hilton Hotel", Building Sections, Building Sections Sheet A505, prepared by Prime Design Associates, dated 8/31/15, signed and sealed 3/29/16.
- "Aventura Hilton Hotel", Building Sections, Building Sections Sheet A506, prepared by Prime Design Associates, dated 8/31/15, signed and sealed 3/29/16.
- "Aventura Hilton Hotel", Building Sections, Building Sections Sheet A507, prepared by Prime Design Associates, dated 8/31/15, signed and sealed 3/29/16.
- "Aventura Hilton Hotel", Building Sections, Building Sections Sheet A508, prepared by Prime Design Associates, dated 8/31/15, signed and sealed 3/29/16.
- "Aventura Hilton Hotel", Building Sections, Building Sections Sheet A509, prepared by Prime Design Associates, dated 8/31/15, signed and sealed 3/29/16.
- "Aventura Hilton Hotel", Building Sections, Building Sections Sheet A510, prepared by Prime Design Associates, dated 8/31/15, signed and sealed 3/29/16.
- "Aventura Hilton Hotel", Guest Room Plans, Guest Room Plans Sheet A900, prepared by Prime Design Associates, dated 8/31/15, last revised 12/17/15, signed and sealed 3/29/16.
- "Aventura Hilton Hotel", Aerial, prepared by Prime Design Associates, dated 7/27/15, last revised 11/16/15, signed and sealed 3/29/16.
- "Aventura Hilton Hotel", Civil Engineering, Overall Site Plan/Location Map & Notes Sheet C-1, prepared by Prime Design Associates, dated 7/27/15, last revised 3/18/16, signed and sealed 3/29/16.
- "Aventura Hilton Hotel", Civil Engineering, Fire Department Site Plan, Sheet C-1A, prepared by Consulting Engineering & Science, signed and sealed 3/29/16, last revised 3/18/16.
- "Aventura Hilton Hotel", Civil Engineering, Layout Plan and Notes, Sheet C-2, prepared by Consulting Engineering & Science, revised 3/18/16, signed and sealed 3/29/16.
- "Aventura Hilton Hotel", Civil Engineering, Layout Plan and Notes, Sheet C-3, prepared by, Consulting Engineering & Science, revised 3/18/16, signed and sealed 3/29/16.
- "Aventura Hilton Hotel", Civil Engineering, Site utility Plan and Notes, Sheet C-4, prepared by Consulting Engineering & Science, revised 3/18/16, signed and sealed 3/29/16.
- "Aventura Hilton Hotel", Civil Engineering, Site Utility Plan and Notes, Sheet C-5, prepared by Consulting Engineering & Science, revised 3/18/16, signed and sealed 3/29/16.
- "Aventura Hilton Hotel", Civil Engineering, Site Details, Sheet C-6, prepared by Consulting Engineering & Science, signed and sealed 3/29/16, last revised 3/18/16.

- “Aventura Hilton Hotel”, Civil Engineering, Drainage Details, Sheet C-7, prepared by Consulting Engineering & Science, signed and sealed 3/29/16, last revised 12/17/15.
- “Aventura Hilton Hotel”, Civil Engineering, Sections, Sheet C-8, prepared by Consulting Engineering & Science, signed and sealed 3/29/16, last revised 3/18/16.
- “Aventura Hilton Hotel”, Civil Engineering, Demolition Plan and Notes, Sheet D-1, prepared by Consulting Engineering & Science, signed and sealed 3/29/16, last revised 12/17/15.
- “Aventura Hilton Hotel”, Civil Engineering, Storm Water Prevention Notes, Sheet SWPPP-1, prepared by Consulting Engineering & Science, signed and sealed 3/29/16, last revised 12/17/15.
- “Aventura Hilton Hotel”, Civil Engineering, Storm Water Prevention Plan, Sheet SWPPP-2, prepared by Consulting Engineering & Science, signed and sealed 3/29/16, last revised 3/18/16.
- “Aventura Hilton Hotel”, Landscape Plans, Index, Sheet L-1, prepared by Witkin Hults Design Group, revised 3/21/16, signed and sealed 3/29/16.
- “Aventura Hilton Hotel”, Landscape Plans, Tree Disposition Plan, Sheet L-2, prepared by Witkin Hults Design Group, revised 3/28/16, signed and sealed 3/29/16.
- “Aventura Hilton Hotel”, Landscape Plans, Site Landscape Plan, Sheet L-3, prepared by Witkin Hults Design Group, revised 3/28/16, signed and sealed 3/29/16.
- “Aventura Hilton Hotel”, Landscape Plans, Site Landscape Plan, Sheet L-4, prepared by Witkin Hults Design Group, revised 3/18/16, signed and sealed 3/29/16.
- “Aventura Hilton Hotel”, Landscape Plans, Amenity Level Landscape Plan, Sheet L-5, prepared by Witkin Hults Design Group, revised 3/18/16, signed and sealed 3/29/16.
- “Aventura Hilton Hotel”, Landscape Plans, Landscape Details, Sheet L-6, prepared by Witkin Hults Design Group, revised 12/11/15, signed and sealed 3/29/16.
- “Aventura Hilton Hotel”, Landscape Plans, Landscape Notes, Sheet L-7, prepared by Witkin Hults Design Group, revised 11/16/15, signed and sealed 3/29/16.

2. Building permits 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.

3. Any discontinuation of the approved conditional use for a period of 180 consecutive days shall constitute abandonment and shall rescind the approval of the conditional use.

4. Prior to issuance of a building permit by the City for the proposed development, the applicant shall:

- (i) enter into and record in the Public Records of Miami-Dade County, at its expense, and in form satisfactory to the City Manager and City Attorney, the Agreement and Covenant in fulfillment of all requirements of the City's Green Building Ordinance No. 2009-18; and
- (ii) provide to the City a performance bond or other security approved by the City Manager and City Attorney in the amount of 5% of building construction costs as approved by the City's Building Official to guarantee attainment of LEED® Gold certification by the US Green Building Council; and
- (iii) fulfill the condition of approval of the final plat approved by the City Commission through Resolution No. 2016-08; and
- (iv) record the release and vacation of the 15' easement along the easterly lot line in favor of Miami-Dade County Water and Sewer Department; and
- (v) submit and receive approval from the City Manager of a detailed job-site plan as required by City of Aventura Ordinance No. 2006-05. This job-site plan shall include a copy of the agreement for valet parking service and for off-site leased parking spaces for employees and patrons while the northern portion of the site is under construction; and
- (vi) provide to the City, a copy of the FDOT drainage permit; and
- (vii) provide to the City, evidence that the site drainage system has been cleaned and lamped to the satisfaction of the City's Engineering Consultant; and

5. Prior to issuance of a Certificate of Occupancy or Temporary Certificate of Occupancy, the applicant shall:

- (i) provide an as-built survey and Elevation Certificate in form approved by the City; and
- (ii) record the final plat approved by the City Commission through Resolution No. 2016-08; and
- (iii) provide to the City, evidence of compliance with City Code Section 31-242 regarding amplification systems public safety radio system protection; and
- (iv) repair any deficiencies found in the site drainage system and properly seal all pipe connections to the existing drainage structures. In the event the existing drainage system is found to be in poor condition, all existing catch

basins and French drains are to be replaced, all to be approved by the City's Engineering Consultant.

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

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

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

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

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

PASSED AND ADOPTED this 5th day of April, 2016.

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 _____, 2016.

CITY CLERK

Exhibit "A"

**Legal Description of Property
2875 NE 191 Street, City of Aventura**

Parcel 1:

A parcel of land being a part of the East ½ of the SW ¼ of the SE ¼ of the NW ¼ of Section 3, Township 52 South, Range 42 East, said parcel being more particularly described as follows:

Commence at the Southeast corner of the NW ¼ of said Section 3; township 52 South, Range 42 East; thence South 87° 35' 12" West, along the South line of said NW ¼ of Section 3 a distance of 669.86 feet; thence North 2° 58' 20" West along the East line of the said East ½ of the SW ¼ of the SE ¼ of the NW ¼ of Section 3 for 35.00 feet to the Point of Beginning of the herein described parcel; thence South 87° 35' 12" West along the North Right-of-Way line of NE 191st Street per Official Records Book 12487, Page 912, of the Public Records of Miami-Dade County, Florida, said Right-of-Way line being 35.00 feet North of the South line of said NW ¼ for 335.09 feet; thence North 02° 52' 03" West along the West line of the said East ½ of the SW ¼ of the SE ¼ of the NW ¼ of Section 3 for 616.40 feet; the following three (3) courses being along the Southwesterly Right-of-Way line of State Road 856 also being part of the Limited Access Right-of-Way line of NE 192nd Street, per Florida Department of Transportation Right-of-Way Map (Section 87013-2510); (1) thence South 48° 23' 59" East for 102.19 feet; (2) thence South 56° 50' 26" East for 238.27 feet to a point of curvature; (3) thence Southeasterly along the arc of a 1290.92 foot radius curve leading to the left, having a central angle of 3° 41' 55" for an arc of 83.33 feet; thence South 02° 58' 20" East along the East line of the said East ½ of the SW ¼ of the SE ¼ of the NW ¼ of Section 3 for 360.36 feet to the Point of Beginning.

Said land situate in Miami-Dade County, Florida.

Parcel 2: (TOGETHER WITH):

Those certain Easements in favor of Turnberry Plaza Ltd.(Grantee) and the "Grantee's Beneficiaries" (as that term is defined in the Easement Agreement more particularly described hereinbelow) for (1) Vehicular parking and (2) pedestrian vehicular traffic across, over and upon the "Easement Area" more particularly described in the Easement Agreement, as amended, which Easements were created in that certain Easement Agreement by and between Champion Retail Limited Partnership, a Florida limited partnership (Grantor) and Turnberry Plaza Ltd., a Florida limited partnership (Grantee) dated March 22, 1996, recorded April 4, 1996 in Official Records Book 17154, Page 4175, and as amended by First Amendment to Easement Agreement recorded March 26, 1999 in Official Records Book 18536, Page 2329, and by Second Amendment recorded August 19, 2011 in Official Records Book 27798, Page 368, all of the Public Records of Miami-Dade County, Florida.