

City Commission

Susan Gottlieb, Mayor

Zev Auerbach
Bob Diamond
Teri Holzberg
Billy Joel
Michael Stern
Luz Urbáez Weinberg

The City of Aventura



City Manager

Eric M. Soroka, ICMA-CM

City Clerk

Teresa M. Soroka, MMC

City Attorney

Weiss Serota Helfman
Pastoriza Cole & Boniske

**JANUARY 3, 2012 6 p.m.
following 6 PM LPA mtg.**

Government Center
19200 West Country Club Drive
Aventura, Florida 33180

1. **CALL TO ORDER\ROLL CALL**
2. **PLEDGE OF ALLEGIANCE**
3. **AGENDA:** Request for Deletions/Emergency Additions
4. **SPECIAL PRESENTATIONS:** Employee Service Awards
5. **CONSENT AGENDA:** Matters included under the Consent Agenda are self-explanatory and are not expected to require discussion or review. Items will be enacted by one motion. If discussion is desired by any member of the Commission, that item must be removed from the Consent Agenda and considered separately.
 - A. **APPROVAL OF MINUTES:**
November 1, 2011 Commission Meeting
November 17, 2011 Commission Meeting
November 17, 2011 Workshop Meeting
 - B. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA ADOPTING THE CITY OF AVENTURA 2012 LEGISLATIVE PROGRAM AND PRIORITIES ATTACHED HERETO; AUTHORIZING THE CITY MANAGER TO TAKE NECESSARY ACTION 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 AWARDED AND LETTING A BID/CONTRACT FOR BID NO. 11-09-15-2, CITY OF AVENTURA MAINTENANCE AND REPAIR FOR CITY ROADS AND STREETS TO H & R PAVING, INC., MAGNA CONSTRUCTION, INC., AND WEEKLEY ASPHALT PAVING, INC. AT THE INDIVIDUAL BID PRICES AS CONTAINED IN EXHIBIT "A" ATTACHED; AUTHORIZING THE CITY MANAGER TO EXECUTE ASSOCIATED CONTRACTS; AUTHORIZING THE CITY MANAGER TO TAKE NECESSARY**

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

D. MOTION AUTHORIZING THE APPROPRIATION OF UP TO \$4,000 FOR THE LEO FOUNDATION FROM THE POLICE FEDERAL FORFEITURE FUND IN ACCORDANCE WITH THE CITY MANAGER'S MEMORANDUM

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

F. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, PROVIDING FOR THE APPOINTMENT BY THE COMMISSION OF A MEMBER TO THE BOARD OF TRUSTEES OF THE POLICE OFFICERS' RETIREMENT PLAN TO FILL A VACANCY AND PROVIDING AN EFFECTIVE DATE.

G. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA AUTHORIZING THE CITY MANAGER TO EXECUTE AND OTHERWISE ENTER INTO THAT AGREEMENT BETWEEN THE CITY OF AVENTURA AND MIAMI-DADE COUNTY CLERK OF COURTS TO PROVIDE TRANSMISSION OF ELECTRONIC CITATIONS; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

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

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, APPROVING A SIGN VARIANCE FOR LOUIS VUITTON GLOBAL STORE ON PROPERTY LOCATED AT

19501 BISCAYNE BOULEVARD, CITY OF AVENTURA; PROVIDING AN EFFECTIVE DATE.

7. ORDINANCES: FIRST READING–PUBLIC HEARING:

AN ORDINANCE OF THE CITY OF AVENTURA, FLORIDA, APPROVING AN AMENDMENT TO THE DEVELOPMENT AGREEMENT PURSUANT TO CHAPTER 163, F.S., DATED SEPTEMBER 2, 2003, MADE BETWEEN MERCO GROUP AT AVENTURA LANDINGS I, II AND III, INC. AS DEVELOPER AND THE CITY OF AVENTURA, AS AMENDED OCTOBER 5, 2004 AND NOVEMBER 3, 2010, TO MODIFY EXHIBIT ‘B’ TO THE AGREEMENT AND TO EXTEND THE TERM OF THE AGREEMENT; RELATING TO THE PARCEL OF LAND ZONED RMF4, MULTIFAMILY HIGH DENSITY RESIDENTIAL DISTRICT, LOCATED ON NE 185 STREET AT NE 28 COURT, CITY OF AVENTURA; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

8. ORDINANCE – SECOND READING – PUBLIC HEARING:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, AMENDING ORDINANCE NO. 2010-10 WHICH ORDINANCE ADOPTED A BUDGET FOR THE 2010/2011 FISCAL YEAR BY REVISING THE 2010/2011 FISCAL YEAR OPERATING AND CAPITAL BUDGET AS OUTLINED IN EXHIBIT “A” ATTACHED HERETO; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS ORDINANCE; PROVIDING FOR AN EFFECTIVE DATE.

9. RESOLUTIONS – PUBLIC HEARING: None.

11. REPORTS

12. PUBLIC COMMENTS

13. OTHER BUSINESS: None.

14. ADJOURNMENT

SCHEDULE OF FUTURE MEETINGS/EVENTS

WORKSHOP MEETING	JANUARY 19, 2012	9AM	5th FL. EX. CONFERENCE ROOM
COMMISSION MEETING	FEBRUARY 7, 2012	6PM	COMMISSION CHAMBER

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



**MINUTES
CITY COMMISSION MEETING
NOVEMBER 1, 2011 6 PM**

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

1. CALL TO ORDER/ROLL CALL: The meeting was called to order by Mayor Susan Gottlieb at 6 p.m. Present were Commissioners Bob Diamond, Teri Holzberg, Billy Joel, Michael Stern, Luz Urbaz Weinberg (arrived at 6:28 pm), Vice Mayor Zev Auerbach, Mayor Gottlieb, City Manager Eric M. Soroka, City Clerk Teresa M. Soroka and City Attorney David Wolpin. As a quorum was determined to be present, the meeting commenced.

2. PLEDGE OF ALLEGIANCE: Led by former Commissioner Arthur and Joyce Berger.

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

4. SPECIAL PRESENTATIONS: Mr. Soroka presented a 15-year employee service award to Police Chief Steven Steinberg. A ten-year certificate of service was presented to Community Services Department employee Lanorris Miller. On behalf of the City Commission, Commissioner Diamond presented a Proclamation to former Commissioner Arthur Berger.

5. ELECTION OF VICE MAYOR: After motion made by Commissioner Holzberg, seconded by Commissioner Diamond and unanimously passed, Commissioner Joel was elected Vice Mayor for the next 6-month period.

6. CONSENT AGENDA: A motion to approve the Consent Agenda was offered by Commissioner Joel, seconded by Commissioner Auerbach, passed unanimously and the following action was taken:

A. The following minutes were approved:
October 4, 2011 Commission Meeting
October 13, 2011 Workshop Meeting

B. Resolution No. 2011-59 was adopted as follows:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA AUTHORIZING THE CITY MANAGER TO EXECUTE AND APPLY FOR THE FEDERAL DRUG CONTROL AND SYSTEM IMPROVEMENT PROGRAM GRANT AVAILABLE THROUGH THE MIAMI-DADE COUNTY; TO APPLY FOR, RECEIVE, AND EXPEND \$5,250 IN FEDERAL FUNDS FOR THE SCHOOL RESOURCE OFFICER PROJECT; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS

**NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION;
AND PROVIDING AN EFFECTIVE DATE.**

- C. **Resolution No. 2011-60** was adopted as follows

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA SELECTING THE FIRM OF PGAL ARCHITECTS TO PROVIDE ARCHITECTURAL SERVICES TO PLAN, DESIGN AND PERMIT THE GOVERNMENT CENTER PARKING EXPANSION PROJECT IN ACCORDANCE WITH RFQ NO. 11-9-21-2; AUTHORIZING THE CITY MANAGER TO NEGOTIATE THE TERMS AND FEES FOR SAID SERVICES; AUTHORIZING NEGOTIATIONS WITH AN ALTERNATE FIRM TO PERFORM THE REQUIRED SERVICES SHOULD NEGOTIATIONS WITH SELECTED FIRM BE UNSUCCESSFUL; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

- D. **Resolution No. 2011-61** was adopted as follows

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA RE-ADOPTING CHAPTER 6.6 OF THE ADMINISTRATIVE POLICY DIRECTIVES AND PROCEDURES MANUAL, AS ATTACHED HERETO, ENTITLED "INVESTMENT OBJECTIVES AND PARAMETERS" AS THE CITY'S INVESTMENT POLICY FOR THE MANAGEMENT OF PUBLIC FUNDS; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

- E. **Resolution No. 2011-62** was adopted as follows

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, URGING INSURANCE COMPANIES TO PROVIDE LOWER PREMIUMS TO RESIDENTS OF JURISDICTIONS PROVIDING FOR AUTOMATED RED LIGHT SAFETY TECHNOLOGY; PROVIDING FOR DISTRIBUTION; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

- F. The following motion was approved:

MOTION AUTHORIZING THE APPROPRIATION OF UP TO \$29,000 TO PURCHASE NEW UNIFORMS FROM THE POLICE FEDERAL

FORFEITURE FUND IN ACCORDANCE WITH THE CITY MANAGER'S MEMORANDUM.

- G. CITY COMMISSION ACTING IN IT'S CAPACITY AS THE GOVERNING BOARD OF THE AVENTURA CITY OF EXCELLENCE SCHOOL ("ACES"): The following motion was approved:**

MOTION APPOINTING THE CITY MANAGER AS THE ACES GOVERNING BOARD'S REPRESENTATIVE TO FACILITATE PARENTAL INVOLVEMENT, PROVIDE ACCESS TO INFORMATION, ASSIST PARENTS AND OTHERS WITH QUESTIONS AND CONCERNS, AND RESOLVE DISPUTES

- H. The following motion was approved:**

MOTION TO EXTEND THE TIME TO OBTAIN A BUILDING PERMIT FOR THE CONSTRUCTION OF THE NEW NORTHEAST PUBLIC LIBRARY BRANCH FOR AN ADDITIONAL SIXTY (60) DAYS FROM NOVEMBER 4, 2011.

- I. Resolution No. 2011-63 was adopted as follows**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA ENDORSING THE EFFORTS OF THE GENERAL CONSULATES OF COLOMBIA, COSTA RICA, EL SALVADOR, ECUADOR, HONDURAS, MEXICO AND PERU SUPPORTING BINATIONAL HEALTH WEEKS TO IMPROVE THE HEALTH AND WELL-BEING OF UNDERSERVED POPULATIONS OF LATIN AMERICAN ORIGIN LIVING IN THE UNITED STATES AND CANADA; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, AMENDING ORDINANCE NO. 2010-10 WHICH ORDINANCE ADOPTED A BUDGET FOR THE 2010/2011 FISCAL YEAR BY REVISING THE 2010/2011 FISCAL YEAR OPERATING AND CAPITAL BUDGET AS OUTLINED IN EXHIBIT "A" ATTACHED HERETO; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS ORDINANCE; PROVIDING FOR AN EFFECTIVE DATE.

A motion for approval was offered by Commissioner Holzberg and seconded by Commissioner Stern. Mr. Soroka explained the necessity of this ordinance. Mayor Gottlieb opened the public hearing. There being no speakers, the public hearing was closed. The motion passed unanimously by roll call vote.

B. CITY COMMISSION ACTING IN IT'S CAPACITY AS THE GOVERNING BOARD OF THE AVENTURA CITY OF EXCELLENCE SCHOOL: Mr. Wolpin read the following ordinance by title:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, AMENDING ORDINANCE NO. 2011-05, WHICH ORDINANCE ADOPTED A CHARTER SCHOOL OPERATING AND CAPITAL BUDGET FOR THE AVENTURA CITY OF EXCELLENCE SCHOOL FOR FISCAL YEAR 2011/2012 (JULY 1 – JUNE 30) BY REVISING THE 2011/2012 FISCAL YEAR BUDGET DOCUMENT AS OUTLINED IN EXHIBIT "A" ATTACHED HERETO; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS ORDINANCE; PROVIDING FOR AN EFFECTIVE DATE.

A motion for approval was offered by Vice Mayor Joel and seconded by Commissioner Diamond. Mr. Soroka explained the necessity of this ordinance. Mayor Gottlieb opened the public hearing. There being no speakers, the public hearing was closed. The motion passed unanimously by roll call vote.

9. **ORDINANCES: SECOND READING/PUBLIC HEARING:** None.
10. **RESOLUTIONS – PUBLIC HEARING:** None.
11. **REPORTS:** As presented. (Commissioner Weinberg arrived during this item.)
12. **PUBLIC COMMENTS:** Krop High School Senior and Aventura resident Raya Elias Pushett; Alan Shensky, 20500 W. Country Club Drive.
13. **OTHER BUSINESS:** None.

14. **ADJOURNMENT:** There being no further business to come before the Commission at this time, after motion made, seconded and unanimously passed, the meeting adjourned at 6:45 p.m.

Teresa M. Soroka, MMC, City Clerk

Approved by the Commission on _____

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



**MINUTES
CITY COMMISSION MEETING
NOVEMBER 17, 2011 9 AM**

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

1. CALL TO ORDER/ROLL CALL: The meeting was called to order by Mayor Susan Gottlieb at 9 a.m. Present were Commissioners Zev Auerbach, Bob Diamond, Teri Holzberg, Michael Stern, Vice Mayor Billy Joel, Mayor Gottlieb, City Manager Eric M. Soroka, City Clerk Teresa M. Soroka and City Attorney David Wolpin. Commissioner Luz Urbaz Weinberg was absent. As a quorum was determined to be present, the meeting commenced.

2. CONSENT AGENDA: Mr. Soroka requested that item 2-C be removed from the Consent Agenda and addressed separately. A motion to approve the Consent Agenda was offered by Vice Mayor Joel, seconded by Commissioner Holzberg, passed unanimously and the following action was taken:

A. Resolution No. 2011-64 was adopted as follows:

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

B. Resolution No. 2011-65 was adopted as follows

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA AUTHORIZING THE CITY MANAGER TO EXECUTE THE ATTACHED AGREEMENT BETWEEN THE CITY OF AVENTURA AND PGAL ARCHITECTS TO PERFORM ARCHITECTURAL AND ENGINEERING SERVICES TO PLAN, DESIGN AND PERMIT THE CITY'S GOVERNMENT CENTER PARKING EXPANSION PROJECT IN ACCORDANCE WITH RFQ NO. 11-9-21-2; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

The following item was removed from the Consent Agenda and addressed separately:

- C. **MOTION AUTHORIZING THE APPROPRIATION OF UP TO \$7,500 TO THE FLORIDA INTERNATIONAL UNIVERSITY – FIRST GENERATION SCHOLARSHIP FUND SPECIFICALLY FOR AVENTURA RESIDENTS. THIS PROGRAM WILL SERVE TO ENHANCE CRIME PREVENTION BY FACILITATING EDUCATIONAL AND EMPLOYMENT OPPORTUNITIES THAT WOULD OTHERWISE NOT EXIST BY PROVIDING TUITION ASSISTANCE TO STUDENTS WITH LIMITED FINANCIAL MEANS, WHO COME FROM FAMILIES WITH NO PRIOR BENEFIT OF HIGHER EDUCATION.**

Mr. Soroka and FIU representative Jan Solomon explained this scholarship in detail. After discussion, a motion for approval was offered by Commissioner Auerbach, seconded by Commissioner Stern and unanimously approved.

- 3. **ORDINANCES: SECOND READING/PUBLIC HEARING: CITY COMMISSION ACTING IN ITS CAPACITY AS THE GOVERNING BOARD OF THE AVENTURA CITY OF EXCELLENCE SCHOOL:** Mr. Wolpin read the following ordinance by title:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, AMENDING ORDINANCE NO. 2011-05, WHICH ORDINANCE ADOPTED A CHARTER SCHOOL OPERATING AND CAPITAL BUDGET FOR THE AVENTURA CITY OF EXCELLENCE SCHOOL FOR FISCAL YEAR 2011/2012 (JULY 1 – JUNE 30) BY REVISING THE 2011/2012 FISCAL YEAR BUDGET DOCUMENT AS OUTLINED IN EXHIBIT “A” ATTACHED HERETO; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS ORDINANCE; PROVIDING FOR AN EFFECTIVE DATE.

A motion for approval was offered by Commissioner Holzberg and seconded by Commissioner Diamond. Mayor Gottlieb opened the public hearing. There being no speakers, the public hearing was closed. The motion for approval passed unanimously by roll call vote and **Ordinance No. 2011-10** was enacted.

Mr. Soroka updated the Commission on the status of the Library renovation project.

4. **ADJOURNMENT:** There being no further business to come before the Commission at this time, after motion made, seconded and unanimously passed, the meeting adjourned at 9:18 a.m.

Teresa M. Soroka, MMC, City Clerk

Approved by the Commission on _____

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



MINUTES
CITY COMMISSION
WORKSHOP MEETING
NOVEMBER 17, 2011

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

Following the 9 a.m. Commission Meeting

CALL TO ORDER/ROLL CALL: The meeting was called to order at 9:18 a.m. by Mayor Susan Gottlieb following the 9 a.m. Commission meeting. Present were Commissioners Zev Auerbach, Bob Diamond, Teri Holzberg, Michael Stern, Vice Mayor Billy Joel, Mayor Gottlieb, City Manager Eric M. Soroka, City Clerk M. Teresa Soroka and City Attorney David M. Wolpin. Commissioner Luz Urbaz Weinberg was absent. As a quorum was determined to be present, the meeting commenced.

1. **2012 MEETING SCHEDULE (City Manager):** Mr. Soroka presented a schedule of Commission and Workshop meetings for 2012.
CITY MANAGER SUMMARY: Consensus to approve as presented.
2. **LEGISLATIVE PROGRAM AND PRIORITIES (City Manager):** Mr. Soroka presented the list of 2012 Legislative Program and Priorities.
CITY MANAGER SUMMARY: Consensus to approve as presented and place on January 2012 agenda for approval.

Mr. Soroka advised the Commission of requests received from retailers in the City to locate storage trailers on their properties. Community Development Director Joanne Carr addressed the Commission. It was the consensus of the Commission not to amend the Code.

Mr. Soroka noted that the Police Department Traffic Division has requested a red light camera traffic control device be installed at the intersection of the Lehman Causeway and Biscayne Boulevard. The Commission requested that they be provided stats on the number of accidents at this location prior to considering placement of traffic control device.

Commissioner Diamond noted the deteriorating aesthetic condition of the Lehman Causeway and suggested that the appropriate authorities be contacted to request maintenance of the Causeway.

3. **ADJOURNMENT:** There being no further business to come before the Commission at this time, the meeting adjourned at 9:40 a.m.

Teresa M. Soroka, MMC, City Clerk

Approved by the Commission on _____.

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

CITY OF AVENTURA
OFFICE OF THE CITY MANAGER

MEMORANDUM

TO: City Commission

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

DATE: November 17, 2011

SUBJECT: **Resolution Approving Legislative Programs and Priorities for 2012**

January 3, 2012 City Commission Meeting Agenda Item 5-B

RECOMMENDATION

It is recommended that the City Commission approve the attached Resolution approving the Legislative Programs and Priorities for 2012. This item was reviewed at the November Workshop Meeting.

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

EMS/act

Attachment

CCO1759-11

**CITY OF AVENTURA
LEGISLATIVE PROGRAM AND PRIORITIES**



2012

**Mayor Susan Gottlieb
Commissioner Zev Auerbach
Commissioner Bob Diamond
Commissioner Teri Holzberg
Commissioner Billy Joel
Commissioner Michael Stern
Commissioner Luz Urbaez Weinberg
City Manager Eric M. Soroka
City Clerk Teresa M. Soroka
City Attorney Weiss Serota Helfman Pastoriza Cole & Boniske, P.L.**

**CITY OF AVENTURA
LEGISLATIVE PROGRAMS AND PRIORITIES
2012**

This document is intended to provide direction to the City Manager, City Attorney and Legislative Lobbyist as to the official City position regarding issues and pending legislation which would affect the operation of local government. This document further provides priorities for the acquisition of supplemental funding (grants) for various programs.

The City of Aventura will endorse and support legislation that will:

1. Provide a dedicated revenue source for Charter School capital improvements at the same levels provided to the local school boards.
2. Increase or maintain educational funding levels for Miami-Dade County public schools.
3. Amend State law allowing a more economical method of advertising for a public hearing relating to Comprehensive Plan adoption and/ or amendments.
4. Adopt the 2012 Policy Statement of the Florida League of Cities.
5. Enact a law that would prohibit an individual from writing, sending or receiving text messages while operating a motor vehicle.
6. Enact a law enabling cities to prohibit smoking at city sponsored events or activities and/ or at city parks and facilities.
7. On a state-wide level, ban the use of handheld phones by persons operating motor vehicles, but allowing hands free phone devices.
8. Provide a dedicated revenue source to cities that are located within 1 mile of a facility that houses legalized gambling to offset police and road impact costs to the community.
9. Preserve municipal authority for red light camera safety programs.
10. Seek legislation to encourage automobile insurance carriers to offer reduced insurance premium rates for vehicle owners and operators residing within jurisdictions utilizing red light camera safety programs.

RESOLUTION NO. 2012-__

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA ADOPTING THE CITY OF AVENTURA 2012 LEGISLATIVE PROGRAM AND PRIORITIES ATTACHED HERETO; AUTHORIZING THE CITY MANAGER TO TAKE NECESSARY ACTION 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 of Aventura 2012 Legislative Program and Priorities, attached hereto, is hereby adopted.

Section 2. The City Manager is authorized to take all action necessary to implement the purpose of this Resolution.

Section 3. This Resolution shall be effective immediately upon adoption hereof.

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

PASSED AND ADOPTED this 3rd of January, 2012.

SUSAN GOTTLIEB, MAYOR

ATTEST:

TERESA M. SOROKA, MMC
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

CITY ATTORNEY

CITY OF AVENTURA

COMMUNITY SERVICES DEPARTMENT

MEMORANDUM

TO: City Commission

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

BY: Robert M. Sherman, Director of Community Services 

DATE: December 6, 2011

SUBJECT: **Bid No. 11-09-15-2 City of Aventura Maintenance and Repair for City Roads and Streets**



January 3, 2012 City Commission Meeting Agenda Item 5C

Recommendation

It is recommended that the City Commission adopt the attached Resolution awarding Bid No. 11-09-15-2 City of Aventura Maintenance and Repair for City Roads and Streets to the lowest responsible and responsive bidders; H & R Paving, Inc., Magna Construction, Inc., and Weekley Asphalt Paving, Inc. for the unit prices as contained in Exhibit "A" attached.

Background

In accordance with the City's Purchasing Ordinance, bids for this maintenance contract were solicited, advertised, and opened on October 15, 2011. Three qualified bids were received from H & R Paving, Inc., Magna Construction, Inc., and Weekley Asphalt Paving, Inc.

This bid contains unit pricing for the following areas of public works that can be used by the City as a maintenance contract on an as-needed basis as determined by the City:

Paving and Concrete
Storm Drainage
Pavement Markings and Signage
Hourly Labor Charges

All three bidders submitted qualified bids, and all three bidders have received positive references in similar type work. Since some of the unit prices are lower than others, it is in the City's best interest to award this bid to multiple bidders to take advantage of the lowest pricing as submitted by each bidder.

City Commission
December 6, 2011
Page Two

The City can realize significant cost savings by using this contract for road and sidewalk repairs, stormwater projects, and pavement improvements, avoiding the start-up and administrative costs involved in advertising for bids for specific projects. All three bidders will be required to post the appropriate insurance that is acceptable to the City, and all work will be subject to the review and inspection of City staff and our consulting engineers. This contract is for a one year period, with a one year extension, at the City's sole discretion.

Please feel free to contact me if you have any questions.

RMS/gf

Attachments

RMS11029

RESOLUTION NO. 2012-__

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA AWARDED AND LETTING A BID/CONTRACT FOR BID NO. 11-09-15-2, CITY OF AVENTURA MAINTENANCE AND REPAIR FOR CITY ROADS AND STREETS TO H & R PAVING, INC., MAGNA CONSTRUCTION, INC., AND WEEKLEY ASPHALT PAVING, INC. AT THE INDIVIDUAL BID PRICES AS CONTAINED IN EXHIBIT "A" ATTACHED; AUTHORIZING THE CITY MANAGER TO EXECUTE ASSOCIATED CONTRACTS; AUTHORIZING THE CITY MANAGER TO TAKE NECESSARY AND EXPEDIENT ACTION TO CARRY OUT THE AIMS OF THIS RESOLUTION; PROVIDING FOR THE APPROPRIATION AND ALLOCATION OF FUNDS FOR SAID BID AWARD; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Manager of the City of Aventura, Florida, has, pursuant to the various laws of the State of Florida and the Code of the City of Aventura, properly solicited and accordingly accepted bids for BID NO. 11-09-15-2 CITY OF AVENTURA MAINTENANCE AND REPAIR FOR CITY ROADS AND STREETS; and

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

WHEREAS, staff has determined that H&R Paving, Magna Construction, Inc., and Weekley Asphalt Paving, Inc., have submitted the lowest responsible and responsive bids for said project/work; and

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

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

Section 1: That bid/contract for BID NO. 11-09-15-2, CITY OF AVENTURA MAINTENANCE AND REPAIR WORK FOR CITY ROADS AND STREETS is hereby awarded to H&R Paving, Magna Construction, Inc., and Weekley Asphalt Paving, Inc., at the bid prices as contained in Exhibit "A", attached.

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

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

Section 4: That the funds to be allocated and appropriated pursuant hereto and for the purpose of carrying out the tenets of this Resolution shall be from the Transportation and Street Maintenance Fund Line Item No. 120-5001-541-6305 and the Stormwater Utility Fund Line Item No. 410-5001-538-3460.

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

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

Commissioner Zev Auerbach	_____
Commissioner Bob Diamond	_____
Commissioner Teri Holzberg	_____
Commissioner Michael Stern	_____
Commissioner Luz Urbaez-Weinberg	_____
Vice Mayor Billy Joel	_____
Mayor Susan Gottlieb	_____

PASSED AND ADOPTED this 3rd day of January, 2012.

SUSAN GOTTLIEB, MAYOR

ATTEST:

TERESA M. SOROKA, MMC
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

CITY ATTORNEY

City of Aventura Maintenance and Repair for City Roads and Streets

Exhibit "A"

Item	Estimated Quantity	Description	Unit	H&R Paving		Magna Construction		Weekley Construction	
				Percentage of Total Project	Extended Price	Percentage of Total Project	Extended Price	Percentage of Total Project	Extended Price
GENERAL CONDITIONS AND MOBILIZATION									
1	1	General Conditions and Mobilization Costs For Jobs Totalling \$2,499 or Less	LS	50%	\$ 500.00	50%	\$ 500.00	100%	\$ 1,500.00
2	1	General Conditions and Mobilization Costs For Jobs Ranging from \$2,500 - \$4,999	LS	50%	\$ 3,000.00	30%	\$ 255.00	50%	\$ 3,800.00
3	1	General Conditions and Mobilization Costs For Jobs Ranging from \$5,000 - \$24,999	LS	30%	\$ 50.00	30%	\$ 650.00	30%	\$ 3.00
4	1	General Conditions and Mobilization Costs For Jobs Totalling \$25,000 or More	LS	30%	\$ 300.00	15%	\$ 350.00	20%	\$ 3.00

MAINTENANCE OF TRAFFIC									
Item	Estimated Quantity	Description	Unit	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
5	1	Furnish and Install Steel Traffic Plates for 12-Foot Wide Traffic Lane - Daily Rate	EA	\$ 500.00	\$ 500.00	\$ 85.00	\$ 85.00	\$ 1,500.00	\$ 1,500.00
6	1	Furnish and Install Steel Traffic Plates for 12-Foot Wide Traffic Lane - Weekly Rate	EA	\$ 3,000.00	\$ 3,000.00	\$ 255.00	\$ 255.00	\$ 3,800.00	\$ 3,800.00
7	10	Type I Barricade per FDOT Standard Index No. 600 - Provide for Project Duration - Up to 14 Days	EA	\$ 5.00	\$ 50.00	\$ 65.00	\$ 650.00	\$ 0.30	\$ 3.00
8	10	Type I Barricade per FDOT Standard Index No. 600 - Provide for Project Duration - Up to 30 Days	EA	\$ 30.00	\$ 300.00	\$ 35.00	\$ 350.00	\$ 0.30	\$ 3.00
9	10	Type II Barricade per FDOT Standard Index No. 600 - Provide for Project Duration - Up to 14 Days	EA	\$ 5.00	\$ 50.00	\$ 65.00	\$ 650.00	\$ 0.30	\$ 3.00

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10	10	Type II Barricade per FDOT Standard Index No. 600 – Provide for Project Duration - Up to 30 Days	EA	\$ 30.00	\$ 300.00	\$ 15.00	\$ 150.00	\$ 0.30	\$ 3.00
11	10	Type III Barricade per FDOT Standard Index No. 600 – Provide for Project Duration - Up to 14 Days	EA	\$ 10.00	\$ 100.00	\$ 15.00	\$ 150.00	\$ 0.70	\$ 7.00
12	10	Type III Barricade per FDOT Standard Index No. 600 – Provide for Project Duration - Up to 30 Days	EA	\$ 60.00	\$ 600.00	\$ 15.00	\$ 150.00	\$ 0.70	\$ 7.00
13	25	Furnish and Install Temporary Concrete Barrier Wall – Provide for Project Duration - Up to 14 Days	LF	\$ 160.00	\$ 4,000.00	\$ 14.00	\$ 350.00	\$ 18.00	\$ 450.00
14	25	Furnish and Install Temporary Concrete Barrier Wall – Provide for Project Duration - Up to 30 Days	LF	\$ 500.00	\$12,500.00	\$ 14.00	\$ 350.00	\$ 18.00	\$ 450.00
15	25	Furnish and Install Temporary Plastic (Water Filled) Barrier Wall, 42" High – Provide for Project Duration - Up to 14 Days	LF	\$ 100.00	\$ 2,500.00	\$ 11.00	\$ 275.00	\$ 18.00	\$ 450.00
16	25	Furnish and Install Temporary Plastic (Water Filled) Barrier Wall, 42" High – Provide for Project Duration - Up to 30 Days	LF	\$ 250.00	\$ 6,250.00	\$ 11.00	\$ 275.00	\$ 18.00	\$ 450.00
17	1	Portable 6 KW Tower Light (Including Power Source as required) – Daily Rate	EA	\$ 250.00	\$ 250.00	\$ 350.00	\$ 350.00	\$ 25.00	\$ 25.00
18	1	Portable 6 KW Tower Light (Including Power Source as required) – Weekly Rate	EA	\$ 1,000.00	\$ 1,000.00	\$ 350.00	\$ 350.00	\$ 175.00	\$ 175.00
19	1	Portable 6 KW Tower Light (Including Power Source as required) – Monthly Rate	EA	\$ 2,000.00	\$ 2,000.00	\$ 350.00	\$ 350.00	\$ 550.00	\$ 550.00

PAVING AND CONCRETE

20	100	12" Stabilized Subgrade (min. LBR of 40)	SY	\$ 10.00	\$ 1,000.00	\$ 15.00	\$ 1,500.00	\$ 3.50	\$ 350.00
21	100	6" Limerock Base (min. LBR of 100), Including Prime Coat	SY	\$ 25.00	\$ 2,500.00	\$ 20.00	\$ 2,000.00	\$ 20.25	\$ 2,025.00
22	100	Each Additional 2" Limerock Base (min. LBR of 100), Including Prime Coat	SY	\$ 6.00	\$ 600.00	\$ 7.00	\$ 700.00	\$ 3.60	\$ 360.00

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23	100	1" Asphalt Type SP-9.5, Including Tack Coat	SY	\$ 20.00	\$ 2,000.00	\$ 8.00	\$ 800.00	\$ 8.00	\$ 800.00
24	100	Each Additional 1/2" Asphalt Type SP-9.5, Including Tack Coat	SY	\$ 10.00	\$ 1,000.00	\$ 3.00	\$ 300.00	\$ 4.00	\$ 400.00
25	100	1 1/2" Asphalt Type SP-12.5, Including Tack Coat	SY	\$ 40.00	\$ 4,000.00	\$ 17.75	\$ 1,775.00	\$ 10.50	\$ 1,050.00
26	100	Each Additional 1/2" Asphalt Type SP-12.5, Including Tack Coat	SY	\$ 10.00	\$ 1,000.00	\$ 3.00	\$ 300.00	\$ 5.25	\$ 525.00
27	100	Mill Existing Pavement (1" Average Depth)	SY	\$ 20.00	\$ 2,000.00	\$ 2.50	\$ 250.00	\$ 5.50	\$ 550.00
28	1	Sealcoat (up to 5,000 SF)	SF	\$ 1.00	\$ 1.00	\$ 0.50	\$ 0.50	\$ 8.00	\$ 8.00
29	1	Sealcoat (5,000 SF - 10,000 SF)	SF	\$ 0.75	\$ 0.75	\$ 0.50	\$ 0.50	\$ 7.50	\$ 7.50
30	1	Sealcoat (10,000 SF - 20,000 SF)	SF	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 7.00	\$ 7.00
31	1	Sealcoat (20,000 SF - 50,000 SF)	SF	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 6.00	\$ 6.00
32	1	Sealcoat (50,000 SF or Greater)	SF	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 5.00	\$ 5.00
33	100	Remove and Dispose of Existing Asphalt Pavement (up to 4")	SY	\$ 40.00	\$ 4,000.00	\$ 15.00	\$ 1,500.00	\$ 5.50	\$ 550.00
34	100	Remove and Dispose of Existing Concrete (up to 6")	SY	\$ 40.00	\$ 4,000.00	\$ 15.00	\$ 1,500.00	\$ 26.00	\$ 2,600.00
35	100	Remove and Dispose of Existing Type "D" Concrete Curb	LF	\$ 10.00	\$ 1,000.00	\$ 3.00	\$ 300.00	\$ 8.00	\$ 800.00
36	100	Remove and Dispose of Existing Type "F" Concrete Curb and Gutter or Concrete Valley Gutter	LF	\$ 20.00	\$ 2,000.00	\$ 3.00	\$ 300.00	\$ 8.00	\$ 800.00
37	25	Pavement Restoration (up to 18" Limerock, 2" Asphalt)	SY	\$ 50.00	\$ 1,250.00	\$ 60.00	\$ 1,500.00	\$ 67.25	\$ 1,681.25
38	25	Type "F" Curb & Gutter, Including 4" Limerock Pad	LF	\$ 40.00	\$ 1,000.00	\$ 25.00	\$ 625.00	\$ 81.00	\$ 2,025.00
39	25	Type "D" Curb	LF	\$ 40.00	\$ 1,000.00	\$ 15.00	\$ 375.00	\$ 48.00	\$ 1,200.00
40	25	8" Wide Asphalt Exercise Path with 6" Limerock Base (min. LBR of 100)	LF	\$ 40.00	\$ 1,000.00	\$ 25.00	\$ 625.00	\$ 87.00	\$ 2,175.00
41	100	4" Concrete Sidewalk (min. 3,000 psi) with Compacted Subgrade	SY	\$ 60.00	\$ 6,000.00	\$ 45.00	\$ 4,500.00	\$ 35.00	\$ 3,500.00
42	100	6" Concrete Sidewalk (min. 3,000 psi) with Compacted Subgrade	SY	\$ 80.00	\$ 8,000.00	\$ 45.00	\$ 4,500.00	\$ 42.00	\$ 4,200.00

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43	100	Remove and Replace Existing 6" Stamped Concrete (min. 3,000 psi) with Compacted Subgrade	SY	\$ 100.00	\$10,000.00	\$ 25.00	\$ 2,500.00	\$ 93.00	\$ 9,300.00
44	25	Brick Pavers (min. 3 1/8" Thick) on 1/4" Sand Bed	SF	\$ 25.00	\$ 625.00	\$ 4.85	\$ 121.25	\$ 7.80	\$ 195.00
45	100	Remove and Replace Existing Brick Pavers	SY	\$ 80.00	\$ 8,000.00	\$ 20.00	\$ 2,000.00	\$ 10.50	\$ 1,050.00
46	100	Remove and Replace Existing Header Curb (up to 12" x 12")	SY	\$ 80.00	\$ 8,000.00	\$ 30.00	\$ 3,000.00	\$ 288.00	\$ 28,800.00
47	100	Install New 8" x 12" Header Curb (min. 4,000 psi)	SY	\$ 80.00	\$ 8,000.00	\$ 25.00	\$ 2,500.00	\$ 288.00	\$ 28,800.00
48	1	Accessible Ramps (Concrete) with Embedded Detectable Warning Surface	EA	\$ 1,000.00	\$ 1,000.00	\$ 750.00	\$ 750.00	\$ 3,800.00	\$ 3,800.00
49	50	Remove and Dispose of Unsuitable Material	CY	\$ 50.00	\$ 2,500.00	\$ 11.00	\$ 550.00	\$ 24.00	\$ 1,200.00
50	50	Import Suitable Fill Material - In-Place	CY	\$ 50.00	\$ 2,500.00	\$ 12.00	\$ 600.00	\$ 18.00	\$ 900.00
51	50	Furnish and Install Silt Fence	LF	\$ 50.00	\$ 2,500.00	\$ 5.00	\$ 250.00	\$ 2.50	\$ 125.00
52	25	Furnish and Install Guardrail Per FDOT Standard Index No. 400	LF	\$ 50.00	\$ 1,250.00	\$ 18.00	\$ 450.00	\$ 26.00	\$ 650.00
53	2	Furnish and Install Guardrail End Anchorage Assembly per FDOT Standard Index No. 400	EA	\$ 3,000.00	\$ 6,000.00	\$ 350.00	\$ 700.00	\$ 2,550.00	\$ 5,100.00
54	25	Furnish and Install Pedestrian Handrail per FDOT Standard Index No. 870	LF	\$ 100.00	\$ 2,500.00	\$ 100.00	\$ 2,500.00	\$ 65.00	\$ 1,625.00
55	50	Furnish and Install 6' High Temporary Chain Link Fencing	LF	\$ 50.00	\$ 2,500.00	\$ 15.00	\$ 750.00	\$ 8.00	\$ 400.00
56	50	Furnish and Install 4' High Orange Construction Fence	LF	\$ 50.00	\$ 2,500.00	\$ 5.00	\$ 250.00	\$ 5.00	\$ 250.00
57	50	Flowable Fill	CY	\$ 300.00	\$15,000.00	\$ 125.00	\$ 6,250.00	\$ 160.00	\$ 8,000.00
58	1	Concrete Wheel Stops - Installed	EA	\$ 50.00	\$ 50.00	\$ 18.00	\$ 18.00	\$ 35.00	\$ 35.00

STORM DRAINAGE

59	25	Pipe Culvert - 12" Diameter HDPE (Installation Includes All Bedding, Shoring, etc. as necessary to provide work)	LF	\$ 60.00	\$ 1,500.00	\$ 26.00	\$ 650.00	\$ 59.00	\$ 1,475.00
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60	25	Pipe Culvert - 15" Diameter HDPE (Installation Includes All Bedding, Shoring, etc. as necessary to provide work)	LF	\$ 80.00	\$ 2,000.00	\$ 28.00	\$ 700.00	\$ 74.00	\$ 1,850.00
61	25	Pipe Culvert - 15" Diameter RCP (Installation Includes All Bedding, Shoring, etc. as necessary to provide work)	LF	\$ 100.00	\$ 2,500.00	\$ 40.00	\$ 1,000.00	\$ 78.00	\$ 1,950.00
62	25	Pipe Culvert - 18" Diameter HDPE (Installation Includes All Bedding, Shoring, etc. as necessary to provide work)	LF	\$ 110.00	\$ 2,750.00	\$ 35.00	\$ 875.00	\$ 85.00	\$ 2,125.00
63	25	Pipe Culvert - 18" Diameter RCP (Installation Includes All Bedding, Shoring, etc. as necessary to provide work)	LF	\$ 110.00	\$ 2,750.00	\$ 70.00	\$ 1,750.00	\$ 95.00	\$ 2,375.00
64	25	Pipe Culvert - 24" Diameter HDPE (Installation Includes All Bedding, Shoring, etc. as necessary to provide work)	LF	\$ 130.00	\$ 3,250.00	\$ 45.00	\$ 1,125.00	\$ 110.00	\$ 2,750.00
65	25	Pipe Culvert - 24" Diameter RCP (Installation Includes All Bedding, Shoring, etc. as necessary to provide work)	LF	\$ 140.00	\$ 3,500.00	\$ 90.00	\$ 2,250.00	\$ 128.00	\$ 3,200.00
66	25	Pipe Culvert - 30" Diameter HDPE (Installation Includes All Bedding, Shoring, etc. as necessary to provide work)	LF	\$ 160.00	\$ 4,000.00	\$ 60.00	\$ 1,500.00	\$ 150.00	\$ 3,750.00
67	25	Pipe Culvert - 30" Diameter RCP (Installation Includes All Bedding, Shoring, etc. as necessary to provide work)	LF	\$ 160.00	\$ 4,000.00	\$ 70.00	\$ 1,750.00	\$ 160.00	\$ 4,000.00
68	25	Pipe Culvert - 36" Diameter HDPE (Installation Includes All Bedding, Shoring, etc. as necessary to provide work)	LF	\$ 200.00	\$ 5,000.00	\$ 65.00	\$ 1,625.00	\$ 200.00	\$ 5,000.00

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69	25	Pipe Culvert - 36" Diameter RCP (Installation Includes All Bedding, Shoring, etc. as necessary to provide work)	LF	\$ 200.00	\$ 5,000.00	\$ 75.00	\$ 1,875.00	\$ 225.00	\$ 5,625.00
70	25	Pipe Culvert - 42" Diameter RCP (Installation Includes All Bedding, Shoring, etc. as necessary to provide work)	LF	\$ 250.00	\$ 6,250.00	\$ 80.00	\$ 2,000.00	\$ 260.00	\$ 6,500.00
71	25	Pipe Culvert - 48" Diameter RCP (Installation Includes All Bedding, Shoring, etc. as necessary to provide work)	LF	\$ 350.00	\$ 8,750.00	\$ 87.00	\$ 2,175.00	\$ 300.00	\$ 7,500.00
72	25	Pipe Culvert - 54" Diameter RCP (Installation Includes All Bedding, Shoring, etc. as necessary to provide work)	LF	\$ 400.00	\$ 10,000.00	\$ 88.00	\$ 2,200.00	\$ 320.00	\$ 8,000.00
73	25	Pipe Culvert - 60" Diameter RCP (Installation Includes All Bedding, Shoring, etc. as necessary to provide work)	LF	\$ 500.00	\$ 12,500.00	\$ 89.00	\$ 2,225.00	\$ 340.00	\$ 8,500.00
74	25	Pipe Culvert - 72" Diameter RCP (Installation Includes All Bedding, Shoring, etc. as necessary to provide work)	LF	\$ 600.00	\$ 15,000.00	\$ 90.00	\$ 2,250.00	\$ 360.00	\$ 9,000.00
75	1	Construct New Drainage Well (6'X12" Structure) (Box Only)	EA	\$25,000.00	\$25,000.00	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00
76	1	Drill Drainage Well (Up to 150' Depth) w/ 24" Steel Casing (Well Only)	EA	\$40,000.00	\$40,000.00	\$15,000.00	\$15,000.00	\$90,000.00	\$ 90,000.00
77	1	Re-Drill Existing Drainage Well (Up to 150' Depth)	EA	\$30,000.00	\$30,000.00	\$ 3,500.00	\$ 3,500.00	\$45,000.00	\$ 45,000.00
78	25	4' x 4' Exfiltration Trench with 15" Slotted RCP	LF	\$ 150.00	\$ 3,750.00	\$ 65.00	\$ 1,625.00	\$ 140.00	\$ 3,500.00
79	25	4' x 6' Exfiltration Trench with 15" Slotted RCP	LF	\$ 200.00	\$ 5,000.00	\$ 68.00	\$ 1,700.00	\$ 180.00	\$ 4,500.00
80	1	12" ADS Drain Basin	EA	\$ 1,000.00	\$ 1,000.00	\$ 400.00	\$ 400.00	\$ 550.00	\$ 550.00
81	1	15" ADS Drain Basin	EA	\$ 2,500.00	\$ 2,500.00	\$ 400.00	\$ 400.00	\$ 690.00	\$ 690.00
82	1	18" ADS Drain Basin	EA	\$ 3,500.00	\$ 3,500.00	\$ 500.00	\$ 500.00	\$ 780.00	\$ 780.00

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83	1	24" ADS Drain Basin	EA	\$ 4,000.00	\$ 4,000.00	\$ 500.00	\$ 500.00	\$ 850.00	\$ 850.00
84	1	Drainage Inlet (Type C - 24" x 36")	EA	\$ 2,500.00	\$ 2,500.00	\$ 1,325.00	\$ 1,325.00	\$ 3,900.00	\$ 3,900.00
85	1	Drainage Inlet (Type C-4 - 48" Round)	EA	\$ 3,500.00	\$ 3,500.00	\$ 1,675.00	\$ 1,675.00	\$ 6,500.00	\$ 6,500.00
86	1	Drainage Inlet (Type C-5 - 60" Round)	EA	\$ 4,500.00	\$ 4,500.00	\$ 1,840.00	\$ 1,840.00	\$ 7,500.00	\$ 7,500.00
87	1	Drainage Inlet (Type C-6 - 72" Round)	EA	\$ 6,500.00	\$ 6,500.00	\$ 3,450.00	\$ 3,450.00	\$ 9,800.00	\$ 9,800.00
88	1	Storm Manhole (Type M-4 - 48" Round)	EA	\$ 3,500.00	\$ 3,500.00	\$ 1,675.00	\$ 1,675.00	\$ 4,600.00	\$ 4,600.00
89	1	Storm Manhole (Type M-5 - 60" Round)	EA	\$ 4,500.00	\$ 4,500.00	\$ 1,840.00	\$ 1,840.00	\$ 6,900.00	\$ 6,900.00
90	1	Storm Manhole (Type M-6 - 72" Round)	EA	\$ 6,500.00	\$ 6,500.00	\$ 3,450.00	\$ 3,450.00	\$ 7,900.00	\$ 7,900.00
91	1	Storm Manhole (Type M-8 - 96" Round)	EA	\$ 7,500.00	\$ 7,500.00	\$ 3,800.00	\$ 3,800.00	\$ 10,000.00	\$ 10,000.00
92	1	Storm Manhole (Type M-10 - 120" Round)	EA	\$ 15,000.00	\$ 15,000.00	\$ 4,000.00	\$ 4,000.00	\$ 18,000.00	\$ 18,000.00
93	25	15" Cast-In-Place Pipe Liner	LF	\$ 40.00	\$ 1,000.00	\$ 58.00	\$ 1,450.00	\$ 230.00	\$ 5,750.00
94	25	18" Cast-In-Place Pipe Liner	LF	\$ 45.00	\$ 1,125.00	\$ 68.00	\$ 1,700.00	\$ 240.00	\$ 6,000.00
95	25	24" Cast-In-Place Pipe Liner	LF	\$ 55.00	\$ 1,375.00	\$ 78.00	\$ 1,950.00	\$ 250.00	\$ 6,250.00
96	25	30" Cast-In-Place Pipe Liner	LF	\$ 65.00	\$ 1,625.00	\$ 88.00	\$ 2,200.00	\$ 350.00	\$ 8,750.00
97	25	36" Cast-In-Place Pipe Liner	LF	\$ 75.00	\$ 1,875.00	\$ 98.00	\$ 2,450.00	\$ 450.00	\$ 11,250.00
98	25	42" Cast-In-Place Pipe Liner	LF	\$ 75.00	\$ 1,875.00	\$ 108.00	\$ 2,700.00	\$ 500.00	\$ 12,500.00
99	25	48" Cast-In-Place Pipe Liner	LF	\$ 80.00	\$ 2,000.00	\$ 118.00	\$ 2,950.00	\$ 800.00	\$ 20,000.00
100	1	Core-Drill & Connect to Existing Drainage Structure	EA	\$ 1,500.00	\$ 1,500.00	\$ 500.00	\$ 500.00	\$ 550.00	\$ 550.00
101	100	Well Cleaning - 24" Well Casing up to 100 Feet, Including Proper Disposal of All Material	LF	\$ 300.00	\$ 30,000.00	\$ 30.00	\$ 3,000.00	\$ 300.00	\$ 30,000.00
102	1	Basin Cleaning, Including Proper Disposal of All Material (Includes Installation of Plugs, Pumps, etc. as necessary to provide work)	EA	\$ 5,000.00	\$ 5,000.00	\$ 250.00	\$ 250.00	\$ 850.00	\$ 850.00
103	1	Manhole Cleaning, Including Proper Disposal of All Material (Includes Installation of Plugs, Pumps, etc. as necessary to provide work)	EA	\$ 500.00	\$ 500.00	\$ 250.00	\$ 250.00	\$ 290.00	\$ 290.00
104	50	CCTV Video Inspection of Existing Pipe/Culvert, Including Written Report (Includes Installation of Plugs, Pumps, etc. as necessary to provide work)	LF	\$ 100.00	\$ 5,000.00	\$ 4.00	\$ 200.00	\$ 6.50	\$ 325.00

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105	1	Install 15" Plug - 24-Hour Rate, Includes Removal	EA	\$ 200.00	\$ 200.00	\$ 230.00	\$ 230.00	\$ 500.00	\$ 500.00
106	1	Install 18" Plug - 24-Hour Rate, Includes Removal	EA	\$ 250.00	\$ 250.00	\$ 230.00	\$ 230.00	\$ 650.00	\$ 650.00
107	1	Install 24" Plug - 24-Hour Rate, Includes Removal	EA	\$ 300.00	\$ 300.00	\$ 275.00	\$ 275.00	\$ 750.00	\$ 750.00
108	1	Install Plug Greater than 24" - 24-Hour Rate, Includes Removal	EA	\$ 350.00	\$ 350.00	\$ 350.00	\$ 350.00	\$ 900.00	\$ 900.00
109	50	Clean Existing 15" Culvert (Includes Proper Disposal of All Material, Plugs, Pumps, etc. as necessary to provide work)	EA	\$ 20.00	\$ 1,000.00	\$ 5.50	\$ 275.00	\$ 4.00	\$ 200.00
110	50	Clean Existing 18" Culvert (Includes Proper Disposal of All Material, Plugs, Pumps, etc. as necessary to provide work)	LF	\$ 25.00	\$ 1,250.00	\$ 5.50	\$ 275.00	\$ 5.00	\$ 250.00
111	50	Clean Existing 24" Culvert (Includes Proper Disposal of All Material, Plugs, Pumps, etc. as necessary to provide work)	LF	\$ 30.00	\$ 1,500.00	\$ 5.50	\$ 275.00	\$ 6.00	\$ 300.00
112	50	Clean Existing 30" Culvert (Includes Proper Disposal of All Material, Plugs, Pumps, etc. as necessary to provide work)	LF	\$ 35.00	\$ 1,750.00	\$ 5.50	\$ 275.00	\$ 7.00	\$ 350.00
113	50	Clean Existing 36" Culvert (Includes Proper Disposal of All Material, Plugs, Pumps, etc. as necessary to provide work)	LF	\$ 40.00	\$ 2,000.00	\$ 5.50	\$ 275.00	\$ 8.00	\$ 400.00
114	50	Clean Existing 42" Culvert (Includes Proper Disposal of All Material, Plugs, Pumps, etc. as necessary to provide work)	LF	\$ 45.00	\$ 2,250.00	\$ 7.50	\$ 375.00	\$ 10.00	\$ 500.00
115	50	Clean Existing 48" Culvert (Includes Proper Disposal of All Material, Plugs, Pumps, etc. as necessary to provide work)	LF	\$ 50.00	\$ 2,500.00	\$ 7.50	\$ 375.00	\$ 12.00	\$ 600.00

H&R
Paving **Magna Construction** **Weekley Construction**

116	50	Clean Existing 54" Culvert (Includes Proper Disposal of All Material, Plugs, Pumps, etc. as necessary to provide work)	LF	\$ 55.00	\$ 2,750.00	\$ 7.50	\$ 375.00	\$ 15.00	\$ 750.00
117	50	Clean Existing 60" Culvert (Includes Proper Disposal of All Material, Plugs, Pumps, etc. as necessary to provide work)	LF	\$ 60.00	\$ 3,000.00	\$ 7.50	\$ 375.00	\$ 21.00	\$ 1,050.00
118	50	Clean Existing 72" Culvert (Includes Proper Disposal of All Material, Plugs, Pumps, etc. as necessary to provide work)	LF	\$ 70.00	\$ 3,500.00	\$ 7.50	\$ 375.00	\$ 29.00	\$ 1,450.00
119	1	Provide 2" Pump with Discharge Line - 24-Hour Rate	EA	\$ 242.00	\$ 242.00	\$ 235.00	\$ 235.00	\$ 200.00	\$ 200.00
120	1	Provide 2" Pump with Discharge Line - Weekly Rate	EA	\$ 1,700.00	\$ 1,700.00	\$ 235.00	\$ 235.00	\$ 1,000.00	\$ 1,000.00
121	1	Provide 2" Pump with Discharge Line - Monthly Rate	EA	\$ 3,500.00	\$ 3,500.00	\$ 235.00	\$ 235.00	\$ 3,500.00	\$ 3,500.00
122	1	Provide 4" Pump with Discharge Line - 24-Hour Rate	EA	\$ 242.00	\$ 242.00	\$ 500.00	\$ 500.00	\$ 270.00	\$ 270.00
123	1	Provide 4" Pump with Discharge Line - Weekly Rate	EA	\$ 1,700.00	\$ 1,700.00	\$ 1,000.00	\$ 1,000.00	\$ 1,350.00	\$ 1,350.00
124	1	Provide 4" Pump with Discharge Line - Monthly Rate	EA	\$ 3,500.00	\$ 3,500.00	\$ 500.00	\$ 500.00	\$ 4,900.00	\$ 4,900.00
125	1	Provide 6" Pump with Discharge Line - 24-Hour Rate	EA	\$ 357.00	\$ 357.00	\$ 500.00	\$ 500.00	\$ 320.00	\$ 320.00
126	1	Provide 6" Pump with Discharge Line - Weekly Rate	EA	\$ 2,500.00	\$ 2,500.00	\$ 500.00	\$ 500.00	\$ 1,600.00	\$ 1,600.00
127	1	Provide 6" Pump with Discharge Line - Monthly Rate	EA	\$ 4,500.00	\$ 4,500.00	\$ 500.00	\$ 500.00	\$ 5,600.00	\$ 5,600.00

PAVEMENT MARKINGS AND SIGNAGE

128	1	Single Post Sign (up to 30" x 30")	EA	\$ 200.00	\$ 200.00	\$ 375.00	\$ 375.00	\$ 380.00	\$ 380.00
129	25	4" Solid Striping (Thermoplastic)	LF	\$ 3.00	\$ 75.00	\$ 1.00	\$ 25.00	\$ 2.50	\$ 62.50
130	25	6" Solid Striping (Thermoplastic)	LF	\$ 3.00	\$ 75.00	\$ 1.20	\$ 30.00	\$ 3.00	\$ 75.00
131	25	8" Solid Striping (Thermoplastic)	LF	\$ 3.00	\$ 75.00	\$ 1.20	\$ 30.00	\$ 3.50	\$ 87.50
132	25	12" Solid Striping (Thermoplastic)	LF	\$ 3.00	\$ 75.00	\$ 1.60	\$ 40.00	\$ 4.25	\$ 106.25

H&R
Paving **Magna Construction** **Weekley Construction**

133	25	18" Solid Striping (Thermoplastic)	LF	\$ 3.00	\$ 75.00	\$ 1.95	\$ 48.75	\$ 5.00	\$ 125.00
134	25	24" Solid Striping (Thermoplastic)	LF	\$ 3.00	\$ 75.00	\$ 4.00	\$ 100.00	\$ 6.50	\$ 162.50
135	25	6" Skip Striping (Thermoplastic)	LF	\$ 3.00	\$ 75.00	\$ 1.00	\$ 25.00	\$ 3.00	\$ 75.00
136	25	4" Solid Striping (Paint)	LF	\$ 1.00	\$ 25.00	\$ 0.55	\$ 13.75	\$ 2.50	\$ 62.50
137	25	6" Solid Striping (Paint)	LF	\$ 1.00	\$ 25.00	\$ 0.55	\$ 13.75	\$ 2.00	\$ 50.00
138	25	8" Solid Striping (Paint)	LF	\$ 1.00	\$ 25.00	\$ 0.65	\$ 16.25	\$ 2.50	\$ 62.50
139	25	12" Solid Striping (Paint)	LF	\$ 1.00	\$ 25.00	\$ 0.80	\$ 20.00	\$ 3.25	\$ 81.25
140	25	18" Solid Striping (Paint)	LF	\$ 1.00	\$ 25.00	\$ 1.15	\$ 28.75	\$ 4.00	\$ 100.00
141	25	24" Solid Striping (Paint)	LF	\$ 1.00	\$ 25.00	\$ 1.35	\$ 33.75	\$ 5.00	\$ 125.00
142	25	6" Skip Striping (Paint)	LF	\$ 1.00	\$ 25.00	\$ 0.55	\$ 13.75	\$ 2.00	\$ 50.00
143	1	Arrow (Thermoplastic)	EA	\$ 50.00	\$ 50.00	\$ 56.00	\$ 56.00	\$ 140.00	\$ 140.00
144	1	Arrow (Paint)	EA	\$ 20.00	\$ 20.00	\$ 35.00	\$ 35.00	\$ 85.00	\$ 85.00
145	5	Lettering per Letter (Thermoplastic)	EA	\$ 50.00	\$ 250.00	\$ 5.00	\$ 25.00	\$ 80.00	\$ 400.00
146	1	Handicap Symbol (Thermoplastic)	EA	\$ 300.00	\$ 300.00	\$ 75.00	\$ 75.00	\$ 500.00	\$ 500.00
147	1	Handicap Symbol (Paint)	EA	\$ 100.00	\$ 100.00	\$ 35.00	\$ 35.00	\$ 350.00	\$ 350.00
148	10	Reflective Pavement Marker (RPM)	EA	\$ 10.00	\$ 100.00	\$ 5.00	\$ 50.00	\$ 7.00	\$ 70.00
149	10	Remove Existing Thermoplastic Pavement Markings (Hydroblast)	LF	\$ 2.00	\$ 20.00	\$ 50.00	\$ 500.00	\$ 15.00	\$ 150.00
150	1	Portable Stop Sign (30" x 30")	EA	\$ 200.00	\$ 200.00	\$ 100.00	\$ 100.00	\$ 150.00	\$ 150.00

Item **Category** **Regular Rate** **Overtime Rate** **Regular Rate** **Overtime Rate** **Regular Rate** **Overtime Rate**

HOURLY RATES									
1		Laborer		\$ 25.00	\$ 25.00	\$ 20.00	\$ 30.00	\$ 24.00	\$ 38.50
2		Equipment Operator		\$ 35.00	\$ 35.00	\$ 38.00	\$ 57.00	\$ 29.00	\$ 46.40
3		Foreman		\$ 40.00	\$ 40.00	\$ 40.00	\$ 40.00	\$ 38.00	\$ 61.00
4		Superintendent		\$ 45.00	\$ 45.00	\$ 50.00	\$ 50.00	\$ 67.00	\$ 107.00
5		Provide 2" Pump with Discharge Line - Hourly Rate		\$ 11.00	\$ 11.00	\$ 50.00	\$ 75.00	\$ 30.00	\$ 45.00
6		Provide 4" Pump with Discharge Line - Hourly Rate		\$ 20.00	\$ 20.00	\$ 60.00	\$ 90.00	\$ 35.00	\$ 52.50
7		Provide 6" Pump with Discharge Line - Hourly Rate		\$ 30.00	\$ 30.00	\$ 70.00	\$ 105.00	\$ 40.00	\$ 60.00

MEMORANDUM

CRAVEN THOMPSON AND ASSOCIATES, INC.

Date: October 4, 2011

To: Robert Sherman, CPRP, City of Aventura – Director, Community Services Department

Copy: Alan Levine, City of Aventura, Public Works Operations Manager

From:  Chad Edwards, P.E., Consulting Engineer

Reference: Maintenance and Repair for City Roads and Streets
Bid Package Review – Bid Number 11-09-15-2

At your request, we have reviewed the bid results for the above referenced project. Based on our review of the bids, we are recommending that maintenance contracts be awarded to the following Bidders/Contractors:

- H&R Paving, Inc.
- Magna Construction, Inc.
- Weekley Asphalt Paving, Inc.

During the bid review process the contractors were asked to verify and/ or modify the unit prices and extended prices for certain line items due to mathematical errors or unrealistic costs. The following line items were revised from the submitted bid forms:

- H&R Paving – Line items 94, 119, 122, and 125
- Magna Construction – Line items 7, 76, 104, and 113
- Weekley Asphalt Paving – All line items are unchanged from submitted bid form

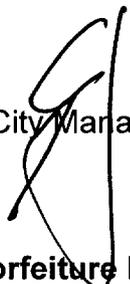
A copy of the final bid forms and bid summary spreadsheet is attached for your information showing all of the individual unit prices and extended prices. All unit prices and extended prices shown are the final accepted prices for the contract. The low unit price for each line item has been highlighted.

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

CITY OF AVENTURA
OFFICE OF THE CITY MANAGER

MEMORANDUM

TO: City Commission

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

DATE: December 7, 2011

SUBJECT: **Disbursement of Police Forfeiture Funds**

January 3, 2012 City Commission Meeting Agenda Item 5D

RECOMMENDATION

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

“Motion authorizing the appropriation of up to \$4,000 for the LEO Foundation from the Police Federal Forfeiture Fund in accordance with the City Manager’s memorandum.”

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

EMS/act

Attachment

CCO1760-11

CITY OF AVENTURA
POLICE DEPARTMENT
INTER OFFICE MEMORANDUM

TO: Eric M. Soroka, City Manager
FROM: ~~Steven Steinberg~~, Chief of Police
DATE: 7 December 2011
SUBJECT: Use of Forfeiture Funds

Florida State Statute 932.704 requires that money resulting from forfeitures be maintained in a special law enforcement trust fund, and that the funds be expended only upon request of the Chief of Police to the governing body of the municipality and approval of the governing body.

I am requesting City Commission approval for the expenditure of:

LEO Foundation	\$4,000
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Total Expenditure Request:	\$4,000
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I certify that this requested expenditure complies with Florida State Statute 932.704 in that:

1. Funds will be used for an appropriate law enforcement purpose.
2. Funds are not being used as a normal source of revenue for the Police Department.
3. Funds were not considered in the adoption and approval of the budget of the Police Department.

Summary

LEO Foundation – The LEO Foundation is a non-profit charity organization that sponsors the LEO Awards each year in Miami-Dade County. These awards honor the men and women of law enforcement, both sworn and civilian, for their efforts in protecting and serving their respective communities. Once again, the Aventura Police Department has several people nominated for this award.

CITY OF AVENTURA
OFFICE OF THE CITY MANAGER

MEMORANDUM

TO: City Commission

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

DATE: December 9, 2011

SUBJECT: **Resolution Declaring Equipment Surplus**

January 3, 2012 Commission Meeting Agenda Item 5-E

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

CCO1761-11

RESOLUTION NO. 2012-__

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

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

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

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

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

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

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

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

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

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

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

PASSED AND ADOPTED this 3rd day of January, 2012.

SUSAN GOTTLIEB, MAYOR

ATTEST:

TERESA M. SOROKA, 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: 9 December 2011

SUBJECT: Surplus Property

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

Please surplus the below listed property. All of the serial numbered items are Tasers, model X26:

X00-275384

X00-006752

X00-006789

X00-006908

X00-160665

X00-089966

X00-129738

CITY OF AVENTURA

INFORMATION TECHNOLOGY DEPARTMENT

MEMORANDUM

TO: Eric M. Soroka, City Manager
FROM: Karen J. Lanke, Information Technology Director
DATE: December 12, 2011
SUBJECT: Surplus Computer Equipment

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

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

Attachment

**City of Aventura
Computer Equipment Inventory**

Exhibit A

#	Asset Tag	Brand	Model	Qty	Serial Number	Type
1	1323	Dictaphone	Freedom	1	674118	Call Recorder
2		Kodak	Z730	1	KCKEP51100598	Camera
3		Otter	Armor PDA Waterproof Cases	1	2	Case
4		Indiana Cash Drawer Co	7-30244	1	2195004	Cash Drawer
5		Indiana Cash Drawer Co	7-30244	1	2195013	Cash Drawer
6	896	Dell	Dimension 2300	1	CXNPA	Desktop
7		Dell	Dimension 2950	1	7DB0XB1	Desktop
8		Dell	Dimension 4300	1	46NFX01	Desktop
9	1522	Dell	Dimension 4400	1	2LJF711	Desktop
10	1485	Dell	Dimension 8200	1	7DFTY01	Desktop
11	893	Dell	Dimension B1000	1	79X9001	Desktop
12	956	Dell	Dimension T450	1	74FSU	Desktop
13	954	Dell	Dimension T450	1	74FV7	Desktop
14	1000	Dell	Dimension T450	1	C2PQ401	Desktop
15		Dell	Dimension XPS T450	1	74FZ1	Desktop
16	959	Dell	Optiplex GX110	1	HYH010B	Desktop
17	1554	Dell	Optiplex GX260	1	4JN7Z11	Desktop
18		Dell	Optiplex GX260	1	7FPWV21	Desktop
19	1832	Dell	Optiplex GX270	1	1SG1631	Desktop
20		Dell	Optiplex GX270	1	BR61631	Desktop
21	1834	Dell	Optiplex GX270	1	BRG1631	Desktop
22		Dell	Optiplex GX270	1	GPDPG31	Desktop
23	2402	Dell	Optiplex GX280	1	178SW61	Desktop
24	2400	Dell	Optiplex GX280	1	398SW61	Desktop
25	2421	Dell	Optiplex GX280	1	HQWGG71	Desktop
26	2691	Dell	Optiplex GX620	1	1F4V5B1	Desktop
27		Dell	Optiplex GX620	1	20JKWB1	Desktop
28	2430	Dell	Optiplex GX620	1	3NBCV71	Desktop
29		Dell	Optiplex GX620	1	5NBLV71	Desktop
30		Dell	Optiplex GX620	1	5PBLV71	Desktop
31	2798	Dell	Optiplex GX620	1	64X5W51	Desktop
32	2432	Dell	Optiplex GX620	1	6NBLV71	Desktop
33	2686	Dell	Optiplex GX620	1	8N4V5B1	Desktop
34		Dell	Optiplex GX620	1	CXHKWB1	Desktop
35		Dell	Optiplex GX620	1	CZHKWB1	Desktop
36	2688	Dell	Optiplex GX620	1	DN4V5B1	Desktop
37	2575	Dell	Optiplex GX620	1	F80BK81	Desktop
38		Dell	Optiplex GX620	1	FWHKWB1	Desktop
39		Dell	Optiplex GX620	1	GYHKWB1	Desktop
40		Dell	Optiplex GX620	1	HMBLV71	Desktop
41		Dell	Optiplex GX620	1	HZHKWB1	Desktop
42	2802	Dell	Optiplex GX620	1	J398SW61	Desktop
43		Dell	Optiplex GX755	1	F3ZZCG1	Desktop
44		Dell	Optiplex SX280	1	1R0Z461	Desktop
45		Dell	Optiplex SX280	1	4D9QQ51	Desktop
46		Dell	XPS	1	H17BL81	Desktop
47	867	Gateway	E-3200	1	15471388	Desktop
48		Mace	DVR 1604RW	1	160404080045	DVR
49		Mace	DVR 1604RW	1	ZA1604RW0807A110092	DVR
50		Mace	DVR 400	1	ZAY6BEWH0709E750077	DVR
51		Compaq	Armada 1120	1	7639HYC33140	Laptop
52		Dell	Latitude D600	1	FMMKQ51	Laptop
53		Dell	Latitude D600	1	H4LXD51	Laptop
54		Dell	Latitude D610	1	1M07K81	Laptop
55		Dell	Latitude D610	1	60LXD51	Laptop
56		Dell	Latitude D610	1	64BQWB1	Laptop
57		Dell	Latitude D610	1	F6BQWB1	Laptop
58		Dell	Latitude D610	1	FL07K81	Laptop
59		Dell	Latitude D630	1	5M07K81	Laptop
60		Dell	Latitude D630	1	7GZ82D1	Laptop
61		Dell	Latitude D630	1	8BJ0WD1	Laptop
62		Dell	Latitude D630	1	BJ0WD1	Laptop

**City of Aventura
Computer Equipment Inventory**

Exhibit A

#	Asset Tag	Brand	Model	Qty	Serial Number	Type
63		Dell	Latitude D630	1	FB0NGH1	Laptop
64		Dell	Latitude D630	1	JHZ82D1	Laptop
65		Dell	Latitude D630	1		Laptop
66		HP	Pavilion XT125	1	TW24324972	Laptop
67	1229	Toshiba	1750	1	2138208CU	Laptop
68		Dell	1704FPPT	1	CN0Y42997161855IBJTS	Monitor
69		Dell	1704FPPT	1	CN0Y42997161855IBK1L	Monitor
70		Dell	1704FPVT	1	CN0K5516716184B8AACQ	Monitor
71		Dell	1704FPVT	1	CN0K55H6716184B8ABPC	Monitor
72		Dell	M770	1	MX01780R47801054H1EQ	Monitor
73		Dell	M770	1	MX01780R47801054H1ES	Monitor
74		Dell	Ultrascan P780	1	MX06271R4774109B30RK	Monitor
75		Gateway	EX910B	1	19016B334528	Monitor
76		Gateway	MY071101	1	MH54H5004096	Monitor
77		Panasonic	CT1386YD	1	LB12150119	Monitor
78		Panasonic	CT1386YD	1	MB02210342	Monitor
79		Panasonic	CT1386YD	1	MB02210353	Monitor
80		Panasonic	CT1386YD	1	MB02210445	Monitor
81		Panasonic	CT-1386YD	1	MB02210350	Monitor
82		Panasonic	CT1389VYD	1	MB20660110	Monitor
83		Panasonic	DT1300MS	1	SK0150007	Monitor
84		Panasonic	DT1300MS	1	SK0150020	Monitor
85		Panasonic	DT1300MS	1	SK0150021	Monitor
86		Panasonic	DT1300MS	1	SK0320009	Monitor
87		Panasonic	DT1300MS	1	SW9460009	Monitor
88	51	Sony	CPD-15F23	1	8660384	Monitor
89	60	Sony	CPD-15F23	1	8660387	Monitor
90	1481	Dell	NAS 715N	1	ZTV4X01	NAS
91		Iomega	NAS	1	VYAD380005	NAS
92		BlackBerry	7100	1	10000113868200	PDA
93		Compaq	lpaq	1	23516257525	PDA
94		Compaq	lpaq	1	23516257612	PDA
95	1949	Compaq	lpaq	1	4G29KVL2501P	PDA
96	1950	Compaq	lpaq	1	4GZAKVL2M0CF	PDA
97		Epson	TMU590P	1	ANWK000887	Printer
98		Epson	TMU590P	1	J9T6002841	Printer
99		Epson	TMU590P	1	J9TG002854	Printer
100		HP	Deskjet 6122	1	MY28J1C0Q7	Printer
101		HP	Deskjet 6122	1	MY4AR3B02R	Printer
102		HP	Deskjet 6127	1	MY44Q3B117	Printer
103		HP	Deskjet 6940	1	MY65A7R033	Printer
104		HP	Deskjet 6940	1	MY6828RQWS	Printer
105		HP	Laserjet 1320	1	CNRC6B578S	Printer
106		HP	Laserjet 5P	1	USFB319298	Printer
107		HP	Laserjet C3917A	1	USKC046482	Printer
108		HP	Laserjet P2015	1	CNBJC14953	Printer
109		HP	Officejet 6210	1	CN523DE25K	Printer
110		HP	Officejet 7450	1	MY78C630CB	Printer
111		HP	Officejet Fax T65	1	SG96UA3080	Printer
112		HP	PSC 2410	1	MY3AFG44MW	Printer
113		Ithaca	53 Plus	1	FN001924216	Printer
114		Lexmark	2580	1	8G09236	Printer
115		Lexmark	FP2400	1	9NA6513	Printer
116		Zebra	RW420	1	XXJS03080054	Printer
117		Zebra	RW420	1	XXJS03080055	Printer
118		Zebra	RW420	1	XXRC09275223	Printer
119		Zebra	RW420	1	XXRC09290345	Printer
120	1265	Afco System	Rack	1	12496	Rack
121	1513	Sentry	A5835	1		Safe
122	2692	Antec	Video Analyst	1		Server
123		Barracuda	Spam Firewall 400	1	BARSF97011	Server
124	286	Compaq	Proliant 2500	1	D704HWA30008	Server

**City of Aventura
Computer Equipment Inventory**

Exhibit A

#	Asset Tag	Brand	Model	Qty	Serial Number	Type
125		Dell	Power Edge 2300	1	1A6YM	Server
126	1516	Dell	Power Edge 2500	1	1W77C11	Server
127	1497	Dell	Power Edge 5005SC	1	4WQ2K11	Server
128		Intertel	PC	1	1223H041136	Server
129		Intertel	PC	1	1CX4H041136	Server
130	307	3Com	Switch	1	7YAF002709	Switch
131		3Com	Switch	1	7ZBV105BF07	Switch
132		3Com	Switch 3300	1	7MCV50F4F58	Switch
133		3Com	Switch 3300	1	7MCV570C2D8	Switch
134	1281	3Com	Switch 3300	1	7MDV541E438	Switch
135		3Com	Switch 3300	1	KZN5431F298	Switch
136		3Com	Switch 3300	1	LMCV3XB2283D8	Switch
137	1551	Adtran	TSU120e	1	DDS3XRF22508299	Switch
138	1558	Adtran	TSU120e	1	DDS3XRFAAA	Switch
139		Bay Networks	AE1001007	1	BEX0074561	Switch
140		Cisco	2600	1	JMX0504K327	Switch
141		Cisco	1700 Router	1	JMX0738RTRT	Switch
142		Cisco	Aironet 350	1	FHK0708PD65	Switch
143		Dell	Power Connect 2016	1	CS53911	Switch
144	298	Digi Box		1	D3419314	Switch
145	653	HP	Jet Direct	1	SG75030884	Switch
146		ADIC	Faststor 2	1	80023403	Tape Backup
147		APC	Back UPS RS 1000	1		UPS
148		APC	Back UPS RS 800	7		UPS
149		APC	Backup UPS ES 500	1		UPS
150		APC	Backup UPS LS 500	2		UPS
151		APC	Backup UPS LS 700	1		UPS
152		APC	Backup UPS XS1000	1	JB0304007703	UPS
153		Minute Man	UPS E1100	1		UPS

CITY OF AVENTURA

OFFICE OF THE CITY MANAGER

MEMORANDUM

TO: City Commission

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

DATE: December 12, 2011

SUBJECT: **Recommendation to Appoint a Member to the Police Pension Board of Trustees**

January 3, 2012 City Commission Meeting Agenda Item S-F

RECOMMENDATION

It is recommended that the City Commission adopt the attached Resolution appointing Alan Greenfield as a member of the Police Pension Board of Trustees.

BACKGROUND

The Police Pension Plan Ordinance provides for the City Commission to appoint two (2) legal residents of the City from a list provided by the City Manager to the Police Pension Board of Trustees. Currently, one vacancy exists with the resignation of Craig Shapiro.

After advertising extensively in the various media formats available to the City, the City received four applicants for the position. The Finance Director and I interviewed each applicant and discussed the role of the Board and its responsibilities.

I am pleased to advise that many of the applicants were highly qualified. Therefore, the recommendation was not an easy one. However, based on his extensive experience with Pension Boards, I am recommending Alan Greenfield as a member of the Police Pension Board of Trustees.

The other applicants are as follows:

- Eric Berger
- Ivy R. Ginsberg
- Myles Klein

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

EMS/act
Attachment

CCO1762-11



**CITY OF AVENTURA
APPLICATION FOR AVENTURA
POLICE PENSION BOARD OF TRUSTEES**

Potential board members must be registered voters who have resided in the City of Aventura for six (6) months immediately prior to an appointment to the Board. Applicants should have expressed interest and/or experience in finance, investments and/or familiarity with pension plans.

Name of Applicant: ALAN E. GREENFIELD

(Please Print)

Address: 3766 N.E 209 TERRACE AVENTURA, FL 33180

Home Phone: 305 466-1567 Email Address: AEGLAWYER@AOL.COM

Business Name: ALAN E. GREENFIELD, P.A. Occupation: ATTORNEY

Business Address: ONE S.E 3RD AVENUE SUITE 1210, MIAMI, FL 33131

Business Phone: 305 557-2286 x 27 Fax: 1-866-6748850

If Retired, list former business name, address and position: N/A

Qualifications: CURRENT AND FOR PAST 25 YEARS ATTORNEY FOR

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

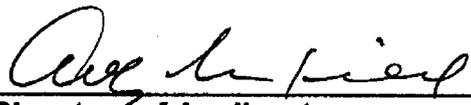
CITY OF CORAL GABLES RETIREMENT SYSTEM. THE SYSTEM INCLUDES

PENSION PLANS FOR POLICE, FIRE AND GENERAL EMPLOYEES. I AM FAMILIAR

WITH ALL ASPECTS OF THE ADMINISTRATION OF A PUBLIC EMPLOYEE PENSION PLAN

Please attach a resume along with your application.

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


Signature of Applicant

11/15/11
Date

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

RESUME OF ALAN E. GREENFIELD
3766 N.E. 209TH TERRACE
AVENTURA, FL 33180
Phone: - 766-299-4212
E-Mail address: aegladyer@aol.com

EDUCATION:

Graduation from Miami Senior High School - 1947
University of Miami - 1951 - Bachelor of Arts
University of Miami 1955 - Juris Doctor

MILITARY:

U.S. Marine Corp Reserve - 1946 to 1950
U.S. Air Force Reserve - 1950 to 1952 - Honorably Discharged from Active Duty
1952 to 1954 Completed reserve obligations

EXPERIENCE:

Attorney - partner in Morehead, Gotthardt, Forrest, Greenfield and Greenberg - 1955-1959
House Counsel for Seaview Industries - 1959-1963
Partner in Kovner, Mannheimer, Greenfield and Cutler - 1964-1972
Partner in Dubbin, Berkman, Dubbin and Greenfield - 1973 - 1985
Alan E. Greenfield, P.A. - 1986 to date

Actively engaged in the practice of law in Miami-Dade County continuously from 1955 to the present.

Have represented labor unions and in that capacity have engaged in bargaining relating to various issues including pensions;

Have represented management in bargaining with unions relating to various bargaining issues including pension plans.

Am presently and have continuously since 1986 represented the retirement system of the City of Coral Gables, Florida. The Coral Gables Retirement System administers the pensions for police, fire and general employees.

AFFILIATIONS:

Licensed to practice in all Florida state courts;
U.S. Supreme Court
U.S. District Court for the Southern District of Florida;
U.S. 11th District Court of Appeals;
U.S. 5th District Court of Appeals;
U.S. 1st District Court of Appeals;

American Bar Association
Florida Bar
Miami-Dade County Bar Association
Miami Lakes Bar Association

American Legion
Korean War Veterans Association
Jewish War Veterans Association
Bnai Brith

Aventura Turnbery Jewish Center
Beth David Synagogue

A ACTION INVESTIGATIONS & SECURITY, INC. AND ERIC A. BERGER & ASSOCIATES

2647-A Northeast 186th Terrace
North Miami Beach
Florida 33180

Telephone: (305) 933-9576
(305) 933-9596
Facsimile: (305) 933-9086
Web: www.aactioninv.com

PROFESSIONAL EXPERIENCE - President of A Action Investigations & Security, Inc. and Eric A. Berger & Associates, 1983 to the present date. Legal Assistant for several law offices in Dade County 1988 to the present date.

EDUCATION - Bachelor of Science in Criminology and Minor in Business at Florida State University, 1981. Internship at Dade State Attorneys Office, 1981. Internship at Metro Dade Police Department Homicide Division, 1981. Legal Assistant, Barry University 1984. Member of Missing Persons Unlimited, 1984. Member of South Florida Investigators Association, 1989 to present date. Member of Fraternal Order of Police Miami Lodge No. 20, 1992 to present date. Board Member and Treasurer of IACC (International Association Coalition Anti-Counterfeiting).

BACKGROUND - Have traveled extensively throughout the United States as well as the State of Florida. Have extensive experience in Law Enforcement and Private Investigative work. Have expertise in Anti-Counterfeit work. Appointed Director of investigations for Orange County Choppers, and Nokia of the Americas. Trademark Lecturer at U.S. Custom's seminars and presentations and Board of Directors Southern District for FALL.

CREDENTIALS - Placement office at Bryan Hall, Florida State University (Tallahassee, FL) Dade State Attorneys Office (Miami, FL) and Barry University (Miami, FL).

CLIENTELE - Anti-Counterfeit Trademark Holders/ Warner Bros. Consumer Products, Nike, Inc., Fila USA, Tommy Hilfiger, Nautica, The Walt Disney Company, Donna Karan, Polo Ralph Lauren, FuBu Sportswear, Major League Baseball, National Hockey League, National Football League, Timberland, Adidas USA, Levi Strauss, Microsoft Systems, Toyota Lexus, Budweiser, Warnaco/Calvin Klein Jeanswear, DC Comics, Marvel Comics, Playboy, Budweiser, Harley-Davidson Motor Co., Orange County Choppers, Coca-Cola, Procter & Gamble, Caterpillar Industries, Panasonic, Nintendo, Hard Rock Café, Smith Klein Beecham, Old Navy, Chanel, Inc., Coach Leatherware, Louis Vuitton, Kate Spade, Rolex, Tag Heuer, Calvin Klein, Inc., Cartier, Giorgio Armani, Swatch, Q & Q Corp., Oakley, Citizen Watches, Christian Dior, Burberry Limited, Seiko Watches, and Ecko UNLTD., Nokia, Inc., Software Alliance, Gucci, Mitchell Group, Technomarine, and Caterpillar, Inc., Prada, MPAA, Altadis U.S.A. Cigar Co., 7 Jeans, True Religion, Omega.

TRADEMARK LAW FIRMS - Gibney, Anthony, & Flaherty; Holihan P.A.; Kenny Nuchwalter P.A.; Kluger, Peretz, Kaplan & Berlin, P.A.; Darby & Darby; Lucio, Bronstein, Garbett, Stiphany & Allen; Conroy, P.A. Keats, McFarland & Wilson LLP. And Ruden & McClosky, Smith, Schuster & Russell, P.A. Grimes & Battersby LLP, Andy Coombs & Associates.



**CITY OF AVENTURA
APPLICATION FOR AVENTURA
POLICE PENSION BOARD OF TRUSTEES**

Potential board members must be registered voters who have resided in the City of Aventura for six (6) months immediately prior to an appointment to the Board. Applicants should have expressed interest and/or experience in finance, investments and/or familiarity with pension plans.

Name of Applicant: Eric Berger
(Please Print)

Address: 20925 NE 30 Place

Home Phone: 305-932-9667 Email Address: aactioninv@bellsouth.net

Business Name: Eric Berger & Assoc Occupation: P.I. / Paralegal

Business Address: 2647- NE 186 Terrace

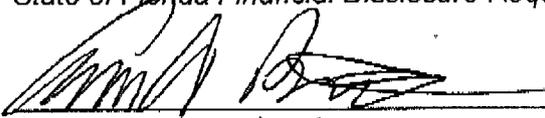
Business Phone: 305-933-9576 Fax: 305-933-9086

If Retired, list former business name, address and position: _____

Qualifications: BOD Member, IACC BOD Aventura Lakes
(Briefly describe the specific expertise and/or abilities you can contribute as a member of this Board.)
Background Business Investments & SEP Pension
Plans, was sitting Member Aventura Traffic
Committee 5 years ago. Work & Assist AVOA
Criminal Case work

Please attach a resume along with your application.

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


Signature of Applicant

11-3-2011
Date

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



CITY OF AVENTURA
APPLICATION FOR AVENTURA
POLICE PENSION BOARD OF TRUSTEES

Potential board members must be registered voters who have resided in the City of Aventura for six (6) months immediately prior to an appointment to the Board. Applicants should have expressed interest and/or experience in finance, investments and/or familiarity with pension plans.

Name of Applicant: Myles Klein
(Please Print)

Address: 21050 Point PLACE #1406

Home Phone: 3059371845 Email Address: MYLESKLEIN1@GMAIL.COM

Business Name: Retired - Formerly Myles Klein P.A. Occupation: CPA

Business Address: _____

Business Phone: _____ Fax: _____

If Retired, list former business name, address and position: _____

MYLES Klein, P.A. - OWNER
Certified Public Accounting Practice

Qualifications: _____

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

A Retired CPA, OWNER OF CPA Accounting
Firm for 45 years. Practice included investment
Analysis, OPERATION OF BENEFIT plans and
BROAD RANGE OF BUSINESS EXPERIENCES

Please attach a resume along with your application.

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

Myles Klein
Signature of Applicant

11/8/11
Date

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

Condensed Resume of Myles Klein

B.B.A. from the University of Miami in 1962

Florida C.P.A. in 1963

Established Certified Public Accounting Practice in Miami, Florida in 1963

Merged my accounting practice with the international accounting firm of Grant Thornton, (Formerly Alexander Grant & Company), in 1971. Served as partner in the Miami office from 1971 until 1985, eventually becoming the partner in charge of the tax department for the South Florida offices of Grant Thornton.

Left Grant Thornton in 1985 to establish Myles Klein, P.A. in Aventura, Florida. Continued to practice in Aventura until retirement in 2006.

My experience includes most aspects of accounting, tax and consulting services. Generally, this involved the preparation and analysis of financial statements and income tax returns as well as business advisory services. A portion of the practice dealt with special engagements such as merger and acquisitions, systems installation and assistance in obtaining credit facilities.

Past Member of the American Institute of Certified Public Accountants, the Florida Institute of Certified Public Accountants and the Dade County Chapter of Certified Public Accountants.

Member of the Board of Directors of World Fuel Service Corporation (NTSE) since 1995. Currently serving on audit and compensations committees.

Atlantic III. At The Point, Condominium Association – Treasurer and Director.

**LAW OFFICES OF
IVY R. GINSBERG, P.A.**
Board Certified in Criminal Appeals

3610 YACHT CLUB DRIVE, #602
Aventura, Florida 33180
Phone: 305.931.7408
FAX: 305.918.8928

15500 NEW BARN ROAD
Miami Lakes, FL 33014-2177

Email: Ivyginsberg@gmail.com

November 7, 2011

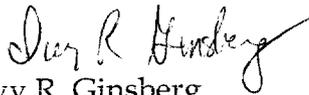
Mr. Eric M. Soroka
Office of the City Manager
Government Center
19200 West Country Club Drive
Aventura, FL 33180

Re: Aventura Police Pension Board of Trustees

Dear Mr. Soroka:

Enclosed please find my application and resume for consideration to serve on the Aventura Police Pension Board of Trustees. As a lawyer and a business major with a degree in Finance, I have an interest in finance and investments. In addition to my legal experience, I serve as an Arbitrator for the Financial Industry Regulatory Authority (FINRA) Dispute Resolution. I also represented former City of Miami Police Chief, Donald Warshaw, on appeal from a finding by the City of Miami Police Pension Trustees that he was required to forfeit his pension as a result of his criminal conviction for mail fraud. If you would like to schedule an interview or contact me for further information, I can be reached at (305) 931-7408 or (305) 331-8477.

Sincerely,


Ivy R. Ginsberg



**CITY OF AVENTURA
APPLICATION FOR AVENTURA
POLICE PENSION BOARD OF TRUSTEES**

Potential board members must be registered voters who have resided in the City of Aventura for six (6) months immediately prior to an appointment to the Board. Applicants should have expressed interest and/or experience in finance, investments and/or familiarity with pension plans.

Name of Applicant: Ivy Ginsberg
(Please Print)

Address: 3610 Yacht Club Dr. Apt. 602 Aventura

Home Phone: 305-931-7408 Email Address: ivyginsberg@gmail.com

Business Name: Ivy R. Ginsberg, P.A. Occupation: Attorney + Arbitrator

Business Address: 3610 Yacht Club Dr. #602

Business Phone: 305-331-8477 Fax: 305-918-8528

If Retired, list former business name, address and position: _____

Qualifications: My undergraduate degree is in Finance. I serve as
(Briefly describe the specific expertise and/or abilities you can contribute as a member of this Board.)
an arbitrator for FINRA (Financial Industry Regulatory Authority) and
have legal experience in reviewing contracts and other area
relevant to the Police Pension Board of Trustees.

Please attach a resume along with your application.

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

Ivy R. Ginsberg
Signature of Applicant

11/7/11
Date

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

IVY R. GINSBERG

Board Certified - Criminal Appeals since 1993

3610 Yacht Club Drive
Suite 605
Aventura, Florida 33180
ivyginsberg@gmail.com

Telephone: 305.331.8477
Fax: 305.918.8928
E-Mail:

EDUCATION

University of Florida College of Law Gainesville, Florida
Juris Doctor May

1986

Selected to Honor Roll - Spring 1986.

1982

University of Florida Gainesville, Florida
Bachelor of Science in Business Administration - Finance Dec.
GPA: 3.7/4.0 ; Magna Cum Laude

Activities:

Business Administration College Council Vice President
Gator Expo Committee Chairman
Delta Sigma Pi Professional Fraternity

LEGAL EXPERIENCE

Dutton Law Group, P.A. Miami, Florida
April 2010-Present

Part-time Associate in insurance defense law firm concentrating in appellate practice and litigation support in first-party and third-party personal injury and casualty defense litigation, including automobile liability, premises liability, commercial general liability, and other related litigation.

Smith Hiatt & Diaz, P.A.

Ft. Lauderdale, Florida
March 2009- Present

Part-time Contract attorney handling foreclosure appeals on behalf of lenders, investment trusts, and loan servicing companies.

Office of the General Counsel

Miami Gardens, Florida
Jan. 2008-Feb.2009

United Automobile Insurance Company

In house Appellate Counsel for insurance company responsible for preparing one hundred (100) briefs in personal injury protection cases and arguing twenty (20) appeals at oral argument. My duties also included providing litigation support and legal advice to fifty (50) trial attorneys.

Law Offices of Yale L. Galanter, P.A.

Fort Lauderdale, Florida
March 2005-Nov.2005

Part-time contract attorney on complex conspiracy and federal securities fraud case representing a Chief Executive Officer of a major corporation with multiple co-defendants including officers and attorneys for AOL. Responsible for litigation support on various pre-trial motions.

IVY R. GINSBERG RESUME, Page 2

Law Offices of Ivy R. Ginsberg, P.A. Miami, Florida

July 1995-Dec.2007

As a solo practitioner, responsible for all phases of criminal representation in the trial and appellate courts.

Significant Cases: *Warshaw v. The City of Miami*, 885 So. 2d 892 (Fla. 3d DCA 2004); *United States v. Andrew Perez*, 473 F.3d 1147 (11th Cir. 2006).

Department of Juvenile Justice, Senior Attorney Miami, Florida

May 1994- July1995

Juvenile justice and mental health litigation.

Labor and employment litigation.

Advise department management and staff on legal issues.

Drafted and reviewed contracts.

Attended Land use and zoning hearings.

Responsible for Appellate and administrative proceedings

Third District Court of Appeal Miami, Florida

Jan. 1993-April1994

Senior Law Clerk for Judge David Gersten

Researched and drafted legal memoranda and draft opinions for civil and criminal appeals, petitions for writ of certiorari, and writs of prohibition.

Attended arguments and reviewed legal issues with judge.

Office of The Attorney General, Criminal Appeals Miami, Florida

May 1987-Dec. 1992

Senior Assistant Attorney General

Represented the State on appeals in 175 reported decisions.

Argued oral arguments before Third and Fourth District

Courts of Appeal, Supreme Court of Florida and Eleventh Circuit Court of Appeals in over 100 cases.

Prepared briefs and responses to extraordinary writs and habeas petitions

In-house CLE Instructor for the Exclusionary Rule.

Conducted trial as Pro Bono Attorney for HRS in Children's Rights Case.

Richard & Richard, P.A., Miami, Florida

Sept. 1986-May 1987

Law Clerk

Participated and attended trial in complex class action commercial litigation case involving condominium association vs. developer

Responsible for drafting pleadings, motions and litigation support documents.

Alachua County Public Defender's Office Gainesville, Florida

Jan. 1986-May 1986

Certified Legal Intern

Responsible for all phases of representation of clients including research and drafting of motions and pleadings and misdemeanor trials.

Stephen B. Rakusin, P.A., Gainesville, Florida
Jan. 1985-Dec. 1985

Law Clerk

Drafted pleadings, attended depositions and motion hearings in construction and commercial litigation cases.
Assisted in updating Creditors Rights and Bankruptcy and Mechanic Lien Law manuals.
Participated in motion hearings and trial preparation.

Honorable Judge Robert C. Abel, Jr. (17th Judicial Circuit Ft. Lauderdale, Florida
May 1984-Aug. 1984

Judicial Intern

Prepared and analyzed legal memoranda involving various areas of civil litigation.
Observed trials and consulted with judge regarding legal issues.

PUBLICATIONS

Co-Author of Criminal Law Practice and Procedure Update for the Bridge the Gap Seminar
1996, 1999

Author of "Florida's Child Victim Hearsay Exception and Idaho v. Wright: Are They
Reconcilable?" *Criminal Law Section Newsletter*, Vol XV, No. 3, June 1992

Author of "Statements in Criminal Cases: When and Whose Statements Can Be Used
Against You?"; *Florida Bar Journal*, June, 1991

Editor of the Florida Criminal Law Journal for the Criminal Law Section of the Florida Bar
from June 1996- June 2000 and June 2005 - June 2008

ORGANIZATIONS, MEMBERSHIPS, AND COMMUNITY SERVICE

The Florida Bar

Committees

Florida Bar Journal Editorial Board, 2008-2010
Florida Rules of Criminal Procedure Committee, 1993- 2000
Chair, Subcommittee III Rules 3.220-3.240, 1999-2000
Committee Secretary, 1997-1998
Florida Rules of Appellate Procedure Subcommittee on Criminal Appellate Rules.

Sections

Criminal Law, 1988-Present
Criminal Law Section Executive Council, 1997-2000, 2005-2008
Appellate Practice Section, 1997- Present
International Law, 1989-1995
Entertainment Arts & Sports Law, 1987-1991
Government Lawyers, 1992-1993

IVY R. GINSBERG RESUME, Page 4

Dade County Bar Association

Chair, Juvenile Court Committee, 1999-2000

Member of International Law, Appellate Court, and Law Week Committees 1990-1991

Other Associations

Florida Association of Criminal Defense Lawyers - Miami Chapter , 1996- Present

Florida Association of Women Lawyers Executive Council- Dade County, 2002-2003

Member, 2006-2010

The Federalist Society, 2011

Big Brothers, Big Sisters of South Florida, Mentor, 2011

Fundraising Committee for ORT honoring Zev Auerbach, 2006

The Elephant Forum, 1999-2002

Alliance for Ethical Government: Education Task Force Member, 1999-2001

Aventura Chamber of Commerce, 1999-2000

Downtown Bay Forum, 1999-2001

Dade County Juvenile Justice Council, Executive Committee, 1995-1999

Dade County Juvenile Justice Chairman, 1996-1997

Pro Bono Work

Co-counsel with Barry C. Scheck and the Innocence Project on Post-Conviction DNA case
State v. Richard McKinley, 2001-2003

BAR ADMISSIONS

Florida Bar, October 20, 1986

United States District Court, Southern District of Florida, April 8, 1987

United States Court of Appeals for the Eleventh Circuit, August 31, 1987

Supreme Court of the United States, August 1, 2005

RESOLUTION NO. 2012-__

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, PROVIDING FOR THE APPOINTMENT BY THE COMMISSION OF A MEMBER TO THE BOARD OF TRUSTEES OF THE POLICE OFFICERS' RETIREMENT PLAN TO FILL A VACANCY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Ordinance No. 2004-07 established a Police Officers' Retirement Plan; and

WHEREAS, in accordance with the provisions of Ordinance No. 2004-07, two members of the Board of Trustees of the Police Officers' Retirement Plan shall be appointed by the City Commission from a list provided by the City Manager; and

WHEREAS, in accordance with the provisions of Ordinance No. 2004-07, in the event of a vacancy, a replacement shall be chosen in the same manner as the person who has left office; and

WHEREAS, the City Commission wishes to provide for the appointment of a member to the Police Officers' Retirement Plan to replace the Commission's appointee, Craig Shapiro, who has resigned.

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

Section 1. The City Commission hereby appoints Alan Greenfield to serve as one of its appointees to the Board of Trustees of the City of Aventura Police Officers' Retirement Plan to replace Craig Shapiro, who has resigned.

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

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

Commissioner Zev Auerbach	_____
Commissioner Bob Diamond	_____
Commissioner Teri Holzberg	_____
Commissioner Michael Stern	_____
Commissioner Luz Urbacz-Weinberg	_____
Vice Mayor Billy Joel	_____
Mayor Susan Gottlieb	_____

PASSED AND ADOPTED this 3rd day of January, 2012.

SUSAN GOTTLIEB, MAYOR

ATTEST:

TERESA M. SOROKA, MMC
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

CITY ATTORNEY

/tms

CITY OF AVENTURA
OFFICE OF THE CITY MANAGER

MEMORANDUM

TO: City Commission

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

DATE: December 12, 2011

SUBJECT: **Resolution Authorizing Execution of an Interlocal Agreement Between the Miami-Dade County Clerk of Courts and the City for the Transmission of Electronic Citations**

January 3, 2012 City Commission Meeting Agenda Item 5-G

RECOMMENDATION

It is recommended that the City Commission adopt the attached Resolution authorizing the execution of an Interlocal Agreement between the Miami-Dade County Clerk of the Courts and the City for the transmission of electronic citations.

The Interlocal Agreement outlines the responsibilities of law enforcement agencies, the Clerk's Office and includes specifications for the follow-up paper copy and bar code requirements.

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

EMS/act

Attachment

CCO1763-11

RESOLUTION NO. 2012-__

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA AUTHORIZING THE CITY MANAGER TO EXECUTE AND OTHERWISE ENTER INTO THAT AGREEMENT BETWEEN THE CITY OF AVENTURA AND MIAMI-DADE COUNTY CLERK OF COURTS TO PROVIDE TRANSMISSION OF ELECTRONIC CITATIONS; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1. The City Manager is authorized to execute and otherwise enter into that certain Agreement attached hereto between the City of Aventura and Miami-Dade County Clerk of Courts for transmission of electronic citations.

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

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

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

Commissioner Zev Auerbach	_____
Commissioner Bob Diamond	_____
Commissioner Teri Holzberg	_____
Commissioner Michael Stern	_____
Commissioner Luz Urbaez-Weinberg	_____
Vice Mayor Billy Joel	_____
Mayor Susan Gottlieb	_____

Resolution No. 2012-__
Page 2

PASSED AND ADOPTED this 3rd day of January, 2012.

SUSAN GOTTLIEB, MAYOR

ATTEST:

TERESA M. SOROKA, MMC
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

CITY ATTORNEY

AGREEMENT

THIS INTERLOCAL AGREEMENT is made and entered into as of this ____ day of _____, _____, by and between MIAMI-DADE COUNTY CLERK OF COURTS, a political subdivision of the State of Florida (hereinafter referred to as the "CLERK'S OFFICE") and the CITY/AGENCY _____, under the State of Florida, (hereinafter referred to as the "CITY/AGENCY").

WITNESSETH:

WHEREAS, the Miami-Dade County Clerk's Office is vested with the intergovernmental jurisdiction to manage the Traffic Violations Bureau (herein referred to as the "TVB"), which oversees the collection, the disbursement of traffic violation revenues, and the processing of all traffic court related documents; and

WHEREAS, in order to capture revenue lost due to illegibility or issue error, as well as to enhance productivity, the Clerk's Office in coordination with all Miami-Dade County cities and other agencies has proposed to integrate the systems of the various entities; and

WHEREAS, the CLERK'S OFFICE intends to provide e-citation integration services at no expense to the CITY/AGENCY, and will operate an electronic citation integration server (hereinafter referred to as the "SYSTEM") for use by the Office of the Clerk (Traffic Violations Bureau); and

WHEREAS, the CITY/AGENCY desires to be a part of the CLERK'S OFFICE e-citation integration server; and

WHEREAS, the CLERK'S OFFICE and the CITY/AGENCY both endeavor to provide their citizens with the best possible traffic enforcement services supported by up-to-date technology,

NOW THEREFORE, for and in consideration of the mutual covenants herein contained, the CLERK'S OFFICE and the CITY/AGENCY do hereby agree to fully and faithfully abide by and be bound by the following terms and conditions:

ARTICLE ONE

Responsibilities of the Miami-Dade County Clerk's Office

The CLERK'S OFFICE agrees to:

1. Implement and maintain the e-citation integration server, which will allow cities/agencies to transfer all e-citation and attendant document data.
2. Ensure that once the SYSTEM has been tested and is fully operational, the CLERK'S OFFICE will make satisfactory arrangements to ensure that the components of the integration server will be serviced when necessary.
3. Provide trained and qualified personnel to operate the SYSTEM at the Clerk's Technical Services Division and provide support to the cities/agencies on a five (5) days a week, 8 hours a day basis (9 A. M. - 5 P. M.)
4. Designate a person (hereinafter referred to as "Project Manager") who will be responsible for handling the SYSTEM, administer the SYSTEM and handle all technical issues arising out of, under, or in connection with the SYSTEM, including but not limited to: processing change orders and modifications to the system; coordinating implementation, installation and maintenance of all equipment necessary to the satisfactory operation of the SYSTEM; and addressing all business and technical issues.
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6. The Operational Liaison and/or Project Manager will communicate with "Agency Liaison" regarding required system updates and modifications (i.e.: violation code tables updates, etc).

ARTICLE TWO

Responsibilities of the CITY/AGENCY

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3. Utilize the SYSTEM and participate in the program as instructed by the CLERK'S OFFICE and as fully as possible during the terms of this AGREEMENT.
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7. Once contacted by the Clerk's Office, regarding modifications to the ICD (including but not limited to violation codes tables etc.) the city/agency agrees to make all necessary changes within 24 hours and to download all changes to agency equipment.

8. Once the offices of a City/Agency provide e-citations thru the "SYSTEM", all required and signed paper follow-up citation copies will be filed with a transmittal sheet (as provided in the ICD). This e-citations transmittal will be separate from handwritten non-electronic citations, and will be clearly marked as "**E-CITATION FOLLOW-UP COPY**". The e-citation follow-up copies will **NOT** be processed as the charging document; it will only be placed in the court file.
9. Select and purchase or build a traffic e-citation issuance system that is compliant with the requirements outlined in Attachment A.
10. Modify the traffic e-citation issuance system, either by the City/Agency or the vendor that supplied such system, to be compliant with any changes required by the SYSTEM.
11. Test the integration between the traffic e-citation issuance system and the SYSTEM for a period of 10 business days or until such time as the Clerk's Office and City/Agency agree to process transactions in a production environment.
12. Understand that a citation that is rejected by the SYSTEM will not have a case file opened. The rejected citation must be corrected within the traffic e-citation issuance system and resubmitted to the SYSTEM.
13. Acknowledge that if a Law Enforcement Agency (LEA) uses automated citations but those citations are **NOT** electronically transmitted then, the e-citation paper must be filed with the Clerk of Courts in a separate transmittal where it is clearly indicated "**NOT ELECTRONICALLY TRANSMITTED**". These citations must conform to requirements specified below (see sections A & B) regarding bar code, paper size, and paper quality. Information on citations must be standardized following Florida Uniform Traffic Citation (FUTC) format.
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A. Agency "E-CITATION FOLLOW-UP COPY" Paper Requirements:

Automated Paper Citations, submitted as follow-up copies (#14 above), or as interim FUTC's (#13 above) must adhere to the following specifications:

1. Size – Preferably the size of current Florida Uniform Traffic Citation, which is 8.5" by 4.25" We cannot accept sizes smaller than this. However, we do accept citations in 8.5" by 11" format in which the front of the citation is printed on the left panel and the back of the citation is printed on the right panel, per the Florida Highway Patrol (FHP) standard.
2. Ream Weight = 15 to 30 lb paper.
3. Thermal Paper of any kind is not acceptable as it curls, fades and cannot be scanned reliably.
4. All documents/papers (carbonless, etc) must be rubber roller safe - Ingredients used in paper and ink should not interact chemically with rubber - essentially they should be chemically inert.)
5. Leading edge of paper documents exiting printing devices can not curl up more than 3mm or curl down more than 5mm over a 30mm span from the edge of the paper.
6. All print must be in black ink.

B. Automated Barcode Requirements:

1. The barcode must be of good enough quality to be read by standard barcode scanners.
2. Clerk's Office Standard Code is 3 of 9 (also known as "code39" or "USD-3") - Current "de-facto" Standard with a 3:1 ratio Code 3 of 9 is an alphanumeric, self-checking, variable-length bar code that uses five black bars and four white bars to define a character. Three bars are wide and six are narrow. A character is represented by nine elements. An inter-character gap separates each character. Start and stop characters are depicted as asterisks (*) and are used to delineate the bar code. The bar code is preceded and followed by quiet zones. A check character is optional. Code 3 of 9 supports 26 uppercase letters, 10 digits, and 7 special characters which include: - . \$ / + % (space).

ARTICLE THREE

Right to Offset

If the CITY/AGENCY fails to meet any of its obligations as set forth in this AGREEMENT and as determined by the CLERK'S OFFICE, and after notice to the delinquent CITY/AGENCY and the providing of thirty (30) days to meet its obligations, if the CLERK'S OFFICE incurs costs, expenses or damages as a result of such failure, the CLERK'S OFFICE, in addition to any other remedies, reserves the right to offset any sums due the CITY/AGENCY from any traffic ticket revenue source in an amount equal to the CLERK'S OFFICE expenses.

ARTICLE FOUR

Correspondence

It is understood and agreed that any official notices that result from or are related to this AGREEMENT must be in writing and shall only be considered delivered when done so by certified mail to:

CITY/AGENCY

City of _____

_____, Florida

Attention: _____, City Manager
cc: _____, Chief of Police

COUNTY

Traffic Violations Bureau
1351 NW 12th St., Suite 8500
Miami, Florida 33125

Attention: Manuel Carames, Director

ARTICLE FIVE

Settlement of Disputes

The parties agree that the Clerk of Courts shall be the administrator of this AGREEMENT, but that all questions, difficulties and disputes, of whatever nature, which may arise under or by reason

of this AGREEMENT and the rendering of services and performance of obligations hereunder, shall be subject to the parties' obligation to mutually discuss and/or mediate any such matters that may arise within thirty (30) days of a request by either party to resolve any pending matter or issue. Following the expiration of the thirty (30) day discussion/mediation period, nothing contained in this AGREEMENT shall prevent either party from seeking relief through a court of competent jurisdiction.

ARTICLE SIX

Terms of the Agreement

The term of this AGREEMENT shall be for an initial period of three (3) years, with automatic renewals each year thereafter. However, this AGREEMENT may be terminated by either party hereto by providing the other party with thirty (30) days advance written notice. All of its terms and conditions shall remain in full force and effect until such time that the AGREEMENT is terminated or modified by mutual consent or either party.

ARTICLE SEVEN

Assignments

The CITY'S/AGENCY'S obligations hereunder are not assignable. The CITY/AGENCY shall not assign, transfer, pledge, hypothecate, surrender, or otherwise encumber or dispose of its rights under the AGREEMENT, or any interest in any portion of same, without the prior written consent of the CLERK'S OFFICE, which consent will not be unreasonably withheld.

ARTICLE EIGHT
Complete Agreement

No representations or warranties shall be binding upon either party unless expressed in writing herein.

ARTICLE NINE
Modifications

This AGREEMENT may not be altered, changed or modified except by or with the written consent of the parties and the Clerk of Courts as AGREEMENT administrator.

MIAMI-DADE COUNTY, FLORIDA
CLERK OF COURTS

CITY/AGENCY OF _____

BY: _____
HARVEY RUVIN, CLERK OF COURTS

BY: _____
CITY MANAGER

ATTEST: _____

ATTEST: _____
CITY CLERK

AGREEMENT

THIS INTERLOCAL AGREEMENT is made and entered into as of this ____ day of _____, _____, by and between MIAMI-DADE COUNTY CLERK OF COURTS, a political subdivision of the State of Florida (hereinafter referred to as the "CLERK'S OFFICE") and the CITY/AGENCY _____, under the State of Florida, (hereinafter referred to as the "CITY/AGENCY").

WITNESSETH:

WHEREAS, the Miami-Dade County Clerk's Office is vested with the intergovernmental jurisdiction to manage the Traffic Violations Bureau (herein referred to as the "TVB"), which oversees the collection, the disbursement of traffic violation revenues, and the processing of all traffic court related documents; and

WHEREAS, in order to capture revenue lost due to illegibility or issue error, as well as to enhance productivity, the Clerk's Office in coordination with all Miami-Dade County cities and other agencies has proposed to integrate the systems of the various entities; and

WHEREAS, the CLERK'S OFFICE intends to provide e-citation integration services at no expense to the CITY/AGENCY, and will operate an electronic citation integration server (hereinafter referred to as the "SYSTEM") for use by the Office of the Clerk (Traffic Violations Bureau); and

WHEREAS, the CITY/AGENCY desires to be a part of the CLERK'S OFFICE e-citation integration server; and

WHEREAS, the CLERK'S OFFICE and the CITY/AGENCY both endeavor to provide their citizens with the best possible traffic enforcement services supported by up-to-date technology,

NOW THEREFORE, for and in consideration of the mutual covenants herein contained, the CLERK'S OFFICE and the CITY/AGENCY do hereby agree to fully and faithfully abide by and be bound by the following terms and conditions:

ARTICLE ONE

Responsibilities of the Miami-Dade County Clerk's Office

The CLERK'S OFFICE agrees to:

1. Implement and maintain the e-citation integration server, which will allow cities/agencies to transfer all e-citation and attendant document data.
2. Ensure that once the SYSTEM has been tested and is fully operational, the CLERK'S OFFICE will make satisfactory arrangements to ensure that the components of the integration server will be serviced when necessary.
3. Provide trained and qualified personnel to operate the SYSTEM at the Clerk's Technical Services Division and provide support to the cities/agencies on a five (5) days a week, 8 hours a day basis (9 A. M. -5 P. M.)
4. Designate a person (hereinafter referred to as "Project Manager") who will be responsible for handling the SYSTEM, administer the SYSTEM and handle all technical issues arising out of, under, or in connection with the SYSTEM, including but not limited to: processing change orders and modifications to the system; coordinating implementation, installation and maintenance of all equipment necessary to the satisfactory operation of the SYSTEM; and addressing all business and technical issues.
5. Designate a person, (herein referred to as "Operational Liaison") within the Traffic Violations Bureau, who will be responsible for addressing operational and procedural related issues.
6. The Operational Liaison and/or Project Manager will communicate with "Agency Liaison" regarding required system updates and modifications (i.e.: violation code tables updates, etc).

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The CITY/AGENCY agrees to:

1. Utilize the CLERK'S OFFICE e-citation integration server and any upgrade(s) thereto, to transmit tickets and related documents within the five (5) days required by F.S. 316.650.
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Attention: _____, City Manager
cc: _____, Chief of Police

COUNTY

Traffic Violations Bureau
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Miami, Florida 33125

Attention: Manuel Carames, Director

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CLERK OF COURTS

CITY/AGENCY OF _____

BY: _____
HARVEY RUVIN, CLERK OF COURTS

BY: _____
CITY MANAGER

ATTEST: _____

ATTEST: _____
CITY CLERK

CITY OF AVENTURA

COMMUNITY DEVELOPMENT DEPARTMENT

MEMORANDUM

TO: City Commission

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

BY: Joanne Carr, AICP
Community Development Director

DATE: December 2, 2011

SUBJECT: Request of Louis Vuitton Global Store for Sign Variance
Aventura Mall
19501 Biscayne Boulevard, City of Aventura
(01-SV-12)

January 3, 2011 City Commission Meeting Agenda Item 6

RECOMMENDATION

It is recommended that the City Commission approve the request for variance to permit two walls signs measuring a total of 74.49 square feet; where one wall sign measuring 75 square feet is permitted by Code for an exterior access regional mall tenant, with the condition that the sign variance approval is granted exclusively to the Louis Vuitton store, with the condition that the signs substantially comply with the following plans submitted with this application:

- Louis Vuitton Aventura Mall Global Store, General Project Information, Sheet SV-00, prepared by Atmosphere Design & Architecture, PLLC.
- Louis Vuitton Aventura Mall Global Store, Signage Plans and Details, Sheet SV-001, prepared by Atmosphere Design & Architecture, PLLC.
- Louis Vuitton Aventura Mall Global Store, Existing Site Plan & Signage Photo Key Plan, Sheet SV-002, prepared by Atmosphere Design & Architecture, PLLC.

THE REQUEST

The applicant, Atmosphere Design Group, LLC, on behalf of Louis Vuitton, is requesting variance from Section 31-191(g)(8)b. of the City Code to permit two

The Site - The subject site is an 18,152 square foot tenant space in the Aventura Mall at 19501 Biscayne Boulevard. This tenant space will have exterior access on the second level.

The Project – The applicant is proposing to open a two-story, 18,152 square foot retail store in the Aventura Mall. A new façade treatment and a 308 square foot expansion to accommodate the VIP room has received administrative site plan approval from the City. The new façade will face south and wrap around to the east, with the exterior access door on the east side. The applicant requests one reverse channel letter wall sign reading “Louis Vuitton” on the south elevation measuring 68.34 square feet and a second reverse channel letter wall sign featuring the Louis Vuitton logo, measuring 6.15 square feet, on the east elevation. The total area of wall signage proposed is 74.49 square feet. The proposed sign package is attached as Exhibit #4

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

ANALYSIS

Section 31-191(g)(8)b. of the City Code regulates wall signs at a regional mall. Exterior access tenants are permitted one wall sign with a maximum size of 75 square feet consisting of reverse or channel letters or external illumination.

The applicant requests approval to install two wall signs on its exterior facade, one of which will face south and the other will face east. The total area of both requested wall signs, at 74.49 square feet, is less than the 75 square feet that is allowed by Code for one wall sign.

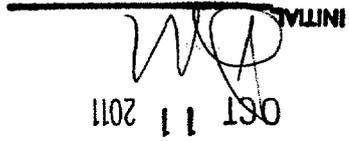
The criteria for approval of sign variances are set out in Section 31-191(j)(8) of the City of Aventura Land Development Regulations, as follows:

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

The proposed sign on the south façade will indicate the store name, Louis Vuitton. The proposed sign on the east side will display the Louis Vuitton logo. The exterior access door to the store is on the east elevation. The south façade sign will provide direction to those approaching from the mall parking areas. The east façade sign will then direct customers to the exterior door. The total area of the two proposed signs does not exceed the permitted size of 75 square feet for one wall sign at this location.

This request does preserve the unique character of the City and is not in conflict with the basic intent and purpose of the sign code. The signs are compatible with surrounding land uses, will not be detrimental to the community and will effectively index the environment. The two wall signs will direct customers approaching the mall from both the south and east of the tenant space.

Attn: **Joanne Carr, AICP**
Director
Community Development Department
City of Aventura
19200 W. Country Club Drive
Aventura FL 33180


OCT 11 2011
COMMUNITY DEVELOPMENT
CITY OF AVENTURA

Re: **Sign Variance – Letter of Intent**
Louis Vuitton Project,
Aventura Mall
19501 Biscayne Blvd
Aventura FL 33180

Dear Ms. Carr,

Louis Vuitton is relocating to the Aventura Mall and has secured an 18,152 square foot space within the Center. This space will have an exterior storefront of 86 lineal feet. The exterior façade is proposed to extend outward from the building (under a separate application for administrative site plan approval), and will have separate entrance from the exterior. The said outward extension will require a primary signage to identify the brand, and due to the location of the entrance from the sidewalk (located towards the right side of the outward extension), Louis Vuitton would like to have another identifying logo to increase its visibility from the valet entrance of the mall located immediately towards the right side of the space.

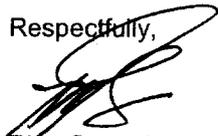
Given that this extension creates a second elevation to this façade, we would like to request for a sign variance for the second sign. We will hold to the maximum area of 75 square feet for both signs as prescribed by Article IX Section 31-191 sub section J.8.b of the sign ordinance of the City of Aventura.

Louis Vuitton being a globally established and reputable luxury brand known for cutting edge store design, the proposed signage and exterior façade treatment will enhance and improve the overall architecture of the existing building. This will most likely generate a lot of interest on this center and raise the overall shopping experience for your constituents.

Since there is precedence in that Forever 21, another major tenant in this center, has been allowed to have 2 separate signs on the exterior facade. We are seeking for your consideration on this request.

Should you have any questions or concerns, please do not hesitate to call me at my contact information below.

Respectfully,



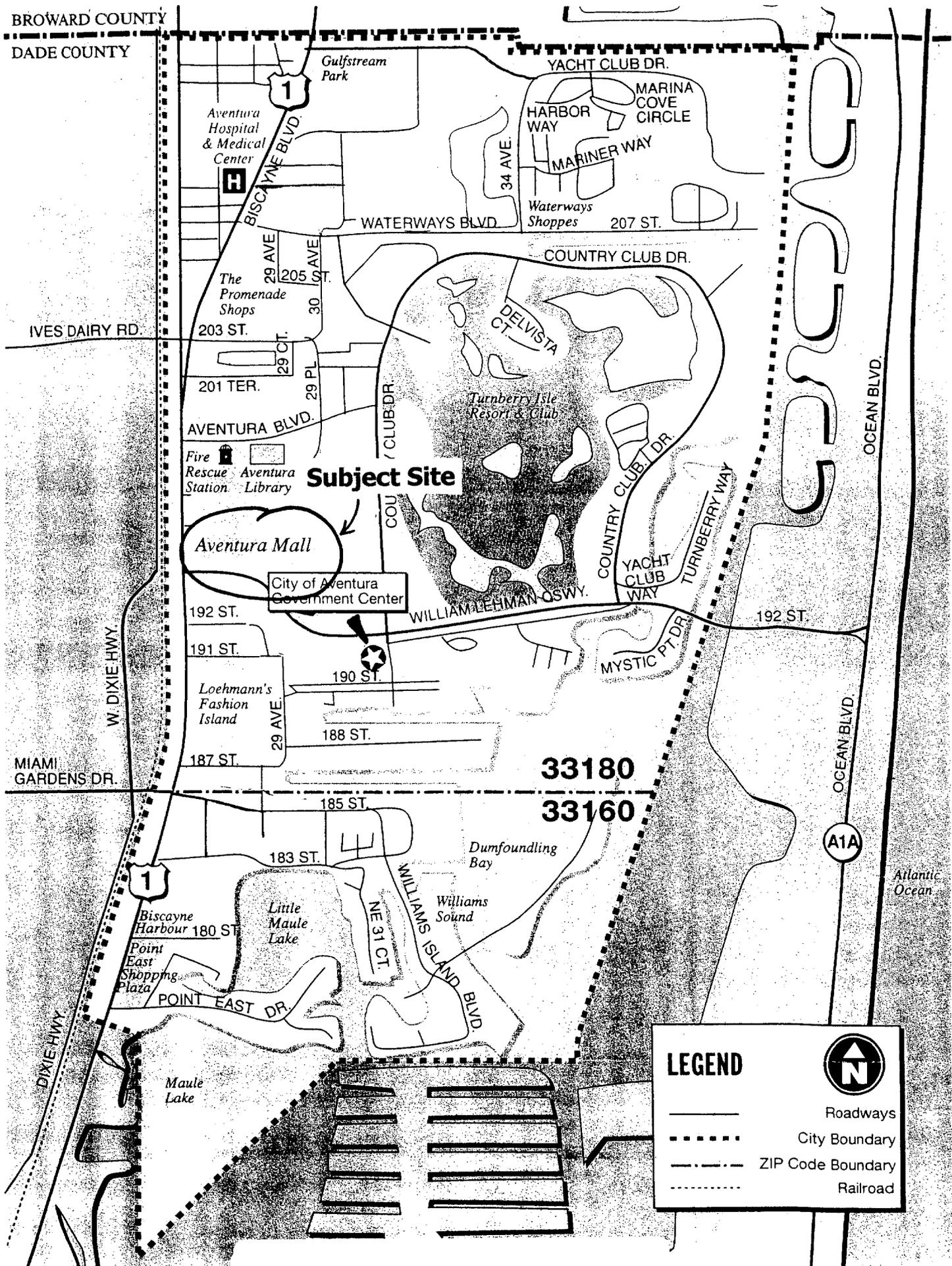
Rico Gatmaitan
Associate
Atmosphere Design Group LLC
914-244-1300 x 114
rgatmaitan@atmosphere-dg.com

Exhibit #1
01-SV-12

01-SV-12

BROWARD COUNTY

DADE COUNTY



Subject Site

Aventura Mall

City of Aventura
Government Center

33180

33160

LEGEND



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

Exhibit #2
01-SV-12

**Exhibit #3
01-SV-12**

LEGAL DESCRIPTION

PARCEL 1:

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

PARCEL 2:

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

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

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

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

LESS AND EXCEPT THE FOLLOWING PARCEL OF LAND:

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

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

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

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

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

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

AND

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

PARCEL 3:

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

"QUADRANT D"

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

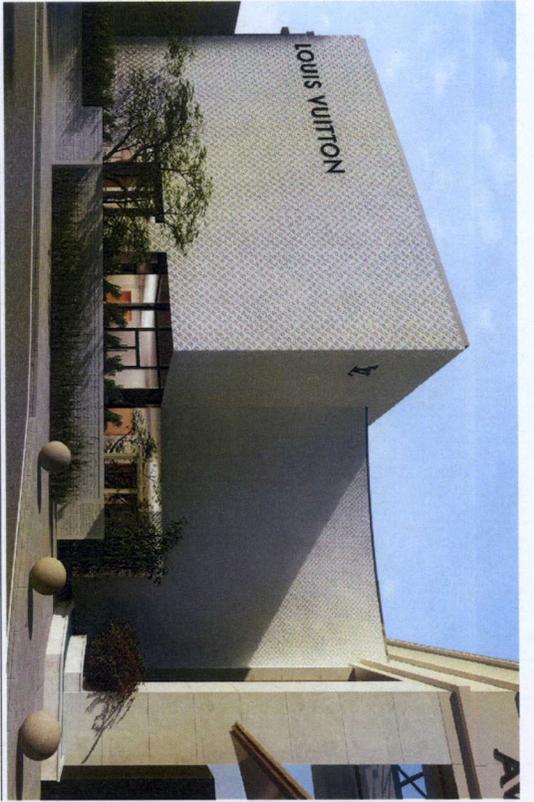
COMMENCE AT THE S.E. CORNER OF TRACT "R" OF SAID PLAT OF "AVENTURA SIXTH ADDITION", SAID POINT BEING ON A CURVE CONCAVE TO THE N.E.; THENCE ALONG THE WESTERLY RIGHT-OF-WAY LINE OF WEST COUNTRY CLUB DRIVE FOR THE FOLLOWING THREE (3) COURSES; (1) THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE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

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

PARCEL 4:

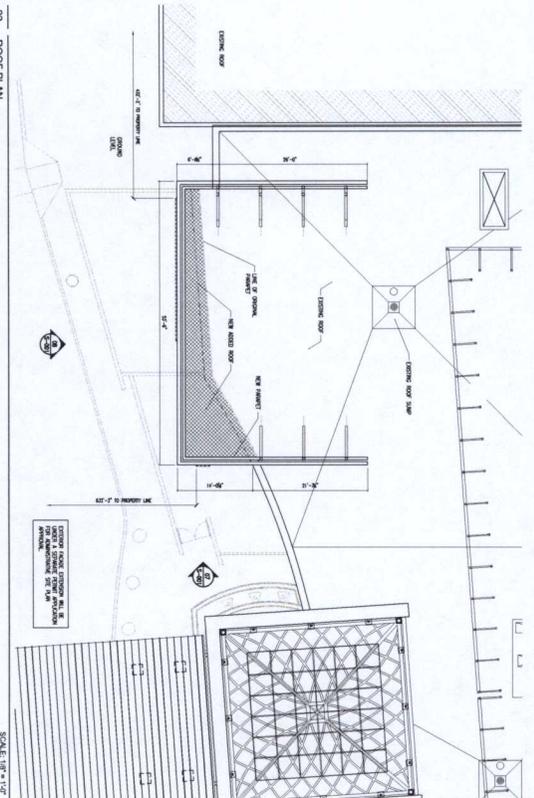
A PORTION OF TRACT "Q" OF AVENTURA SIXTH ADDITION, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 120, PAGE 20, PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

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



01 RENDERING OF PROPOSED FACADE ALTERATION

SCALE: 1" = 100'

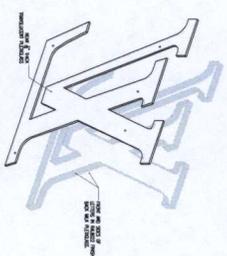


02 ROOF PLAN

SCALE: 1/8" = 1'-0"

ATMOSPHERE
 A COMMITMENT TO EXCELLENCE
 1. ALL MATERIALS SHALL BE OF THE HIGHEST QUALITY.
 2. ALL MATERIALS SHALL BE MATCHED TO THE EXISTING FACADE.
 3. ALL MATERIALS SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.
 4. ALL MATERIALS SHALL BE MAINTAINED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.

DATE: _____
 DRAWN BY: _____
 CHECKED BY: _____
 PROJECT NO.: 200811
 SCALE: 1/8" = 1'-0"
 SHEET NO. SV-001



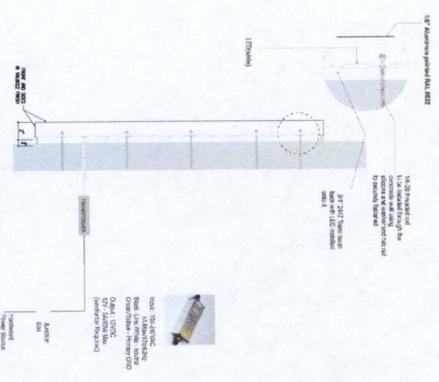
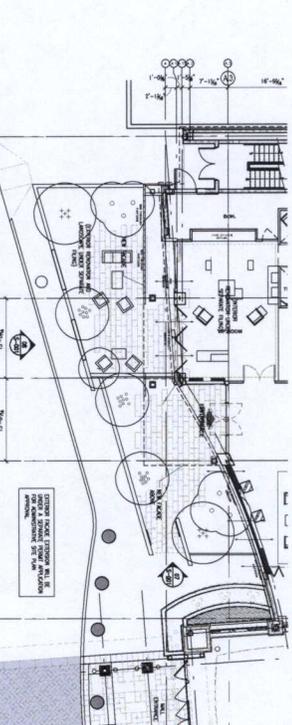
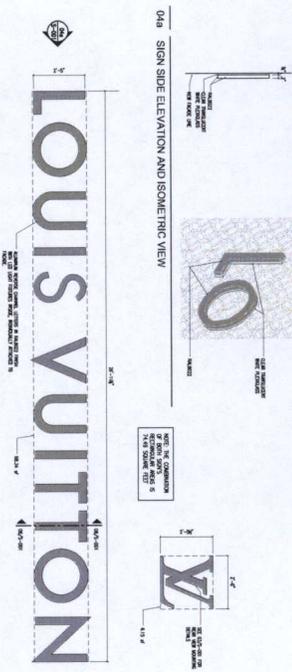
03 STOREROOM SIDE ELEVATION

04 ENGAGED SIGNS ELEVATIONS

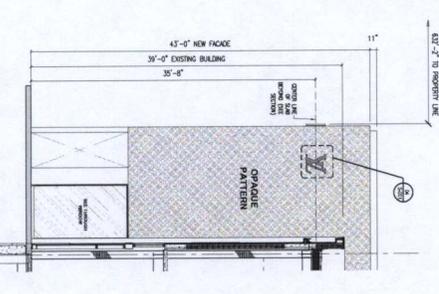
SCALE: 1/2" = 1'-0"

05 FLOOR PLAN

SCALE: 1/8" = 1'-0"

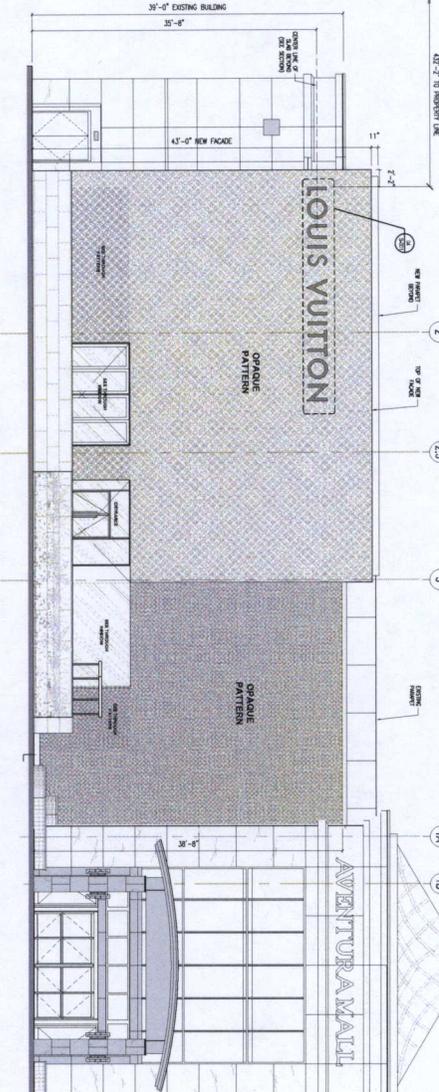


06 BACKLIT REVERSE CHANNEL LETTER SECTION



07 STOREFRONT SIDE ELEV.

SCALE: 3/16" = 1'-0"



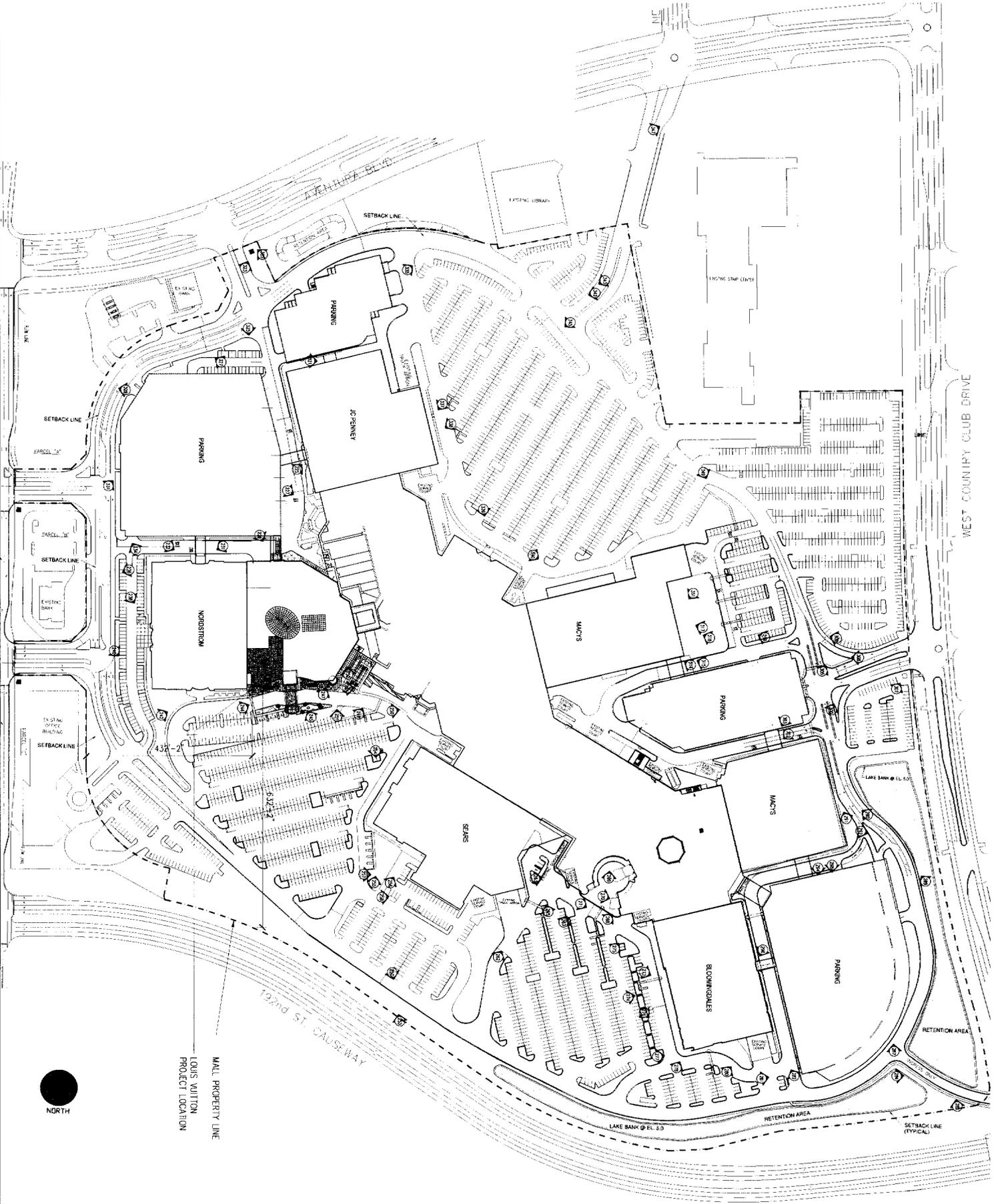
08 STOREFRONT FACADE ELEVATION

SCALE: 3/16" = 1'-0"

ADVENTURA WALL
 GLOBAL STORE
 19501 BISCAYNE
 BOULEVARD
 AVENTURA, FL 33180

TOTAL AREA: - SF
 SHEET TITLE: SIGNAGE PLANS AND DETAILS

PROJECT NO.: 200811
 SCALE: 1/8" = 1'-0"
 DRAWN BY: _____
 CHECKED BY: _____
 PROJECT NO.: 200811
 SCALE: 1/8" = 1'-0"
 SHEET NO. SV-001



NORTH

MALL PROPERTY LINE
LOUIS VUITTON
PROJECT LOCATION



LOUIS VUITTON

ATMOSPHERE
20100 W. STATE ROAD 70, SUITE 200
LOVING, TEXAS 75762-2273
PHONE NUMBER: 817.290.0273

SCALE

SHEET NO.
PROJECT LOCATION
AGNIPRA MALL
GLOBAL STORE
19301 BISCAYNE
BOULEVARD
AGNIPRA, FL 33180

TOTAL AREA: 5'
SHEET TITLE

EXISTING SITE
PLAN & SIGNAGE
PHOTO KEY PLAN

PROJECT NO. 200811
SCALE: 1" = 40.00'
DESIGNED BY: M. SC.
DRAWN BY: J. M. LL.
REVIEWED BY: J. M. LL.

SV-002

SHEET NO.



APPLICANT REPRESENTATIVE AFFIDAVIT

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

Name	Relationship <small>(i.e. Attorneys, Architects, Landscape Architects, Engineers, Lobbyists, Etc.)</small>
<u>RIO GATMAITAN</u>	<u>ARCHITECT</u>
_____	_____
_____	_____
_____	_____

(Attach Additional Sheets If Necessary)

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

WITNESS MY HAND THIS 7 DAY OF DEC 2011, 200 .

AUTHORIZED REPRESENTATIVE OF APPLICANT:

By: [Signature]

Name: RIO GATMAITAN

Title: ASSOCIATE

Address: ATMOSPHERE DESIGN & ARCHITECTURE PWC.
241 LEXINGTON AVE., MT. KISCO NY 10547

OWNER

By: _____
(Signature)

Name: _____
(Print)

Title: _____

Address: _____

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

Before me the undersigned authority personally appeared RIO GATMAITAN 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 7 day of DEC, 2011, 200 .

[Signature]
AFFIANT

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

LILIA D. SILVA
Notary Public - State of New York
No. 01S16122389
Qualified in Westchester County
My Comm. Expires Feb. 7, 2013



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:

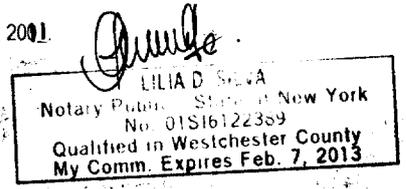
_____ (List name of Commissioner or Advisory Board Member) who serves on the
 _____ (List City Commission or City Advisory Board upon which member serves).

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 7th DAY OF December, 2001.

APPLICANT:
 By: _____ (Signature)
 Name: RUDOLPH MATIAS (Print)
 Title: ASSOCIATE (Print)



WITNESS MY HAND THIS _____ DAY OF _____, 2001.

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 7 DAY OF DEC 2011, 200 .

REPRESENTATIVE (Listed on Business Relationship Affidavit)

By: [Signature] (Signature)

By: _____ (Signature)

Name: RUD HATMAITAN (Print)

Name: _____ (Print)

Title: ASSOCIATE (Print)

Title: _____ (Print)

By: _____ (Signature)

By: _____ (Signature)

Name: _____ (Print)

Name: _____ (Print)

Title: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

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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)
COUNTY OF MIAMI-DADE)

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

[Signature]
AFFIANT

SWORN TO AND SUBSCRIBED before me this 7 day of DEC 2011, 2001.

[Signature]

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

LILIA D. SILVA
Notary Public - State of New York
No. 01S16122389
Qualified in Westchester County
My Comm. Expires Feb. 7, 2013

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

AFFIANT

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

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

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

AFFIANT

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

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

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

AFFIANT

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

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

RESOLUTION NO. 2012-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, APPROVING A SIGN VARIANCE FOR LOUIS VUITTON GLOBAL STORE ON PROPERTY LOCATED AT 19501 BISCAYNE BOULEVARD, CITY OF AVENTURA; PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Applicant, Atmosphere Design Group LLC for Louis Vuitton Global Store, through Application No. 01-SV-12, has requested a sign variance to permit two wall signs measuring a total of 74.49 square feet on the exterior elevation of its tenant store in the Aventura Mall located at 19501 Biscayne Boulevard, where one wall sign measuring 75 square feet is permitted by Code for exterior access regional mall tenants; and

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

WHEREAS, the City Commission finds that the application for the second wall sign meets the criteria of the applicable codes and ordinances to the extent the application is granted herein.

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

Section 1. Application No. 01-SV-12 for Sign Variance to permit two wall signs totaling 74.49 square feet on the exterior elevation of the Louis Vuitton Global Store in the Aventura Mall located at 19501 Biscayne Boulevard, legally described in Exhibit "A" to this resolution, is hereby granted exclusively to the applicant, with the condition that the signs substantially comply with the following plans submitted with this application:

- Louis Vuitton Aventura Mall Global Store, General Project Information, Sheet SV-00, prepared by Atmosphere Design & Architecture, PLLC.
- Louis Vuitton Aventura Mall Global Store, Signage Plans and Details, Sheet SV-001, prepared by Atmosphere Design & Architecture, PLLC.
- Louis Vuitton Aventura Mall Global Store, Existing Site Plan & Signage Photo Key Plan, Sheet SV-002, prepared by Atmosphere Design & Architecture, PLLC

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

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

Commissioner Zev Auerbach	_____
Commissioner Bob Diamond	_____
Commissioner Teri Holzberg	_____
Commissioner Michael Stern	_____
Commissioner Luz Urbaez-Weinberg	_____
Vice Mayor Billy Joel	_____
Mayor Susan Gottlieb	_____

PASSED AND ADOPTED this 3rd day of January, 2012.

Susan Gottlieb, Mayor

ATTEST:

Teresa M. Soroka, MMC, City Clerk

APPROVED AS TO LEGAL SUFFICIENCY:

CITY ATTORNEY

This Resolution was filed in the Office of the City Clerk this ____ day of January, 2012.

CITY CLERK

LEGAL DESCRIPTION

PARCEL 1:

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

PARCEL 2:

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

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

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

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

LESS AND EXCEPT THE FOLLOWING PARCEL OF LAND:

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

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

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

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

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

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

AND

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

PARCEL 3:

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

"QUADRANT D"

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

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

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

PARCEL 4:

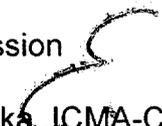
A PORTION OF TRACT "Q" OF AVENTURA SIXTH ADDITION, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 120, PAGE 20, PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

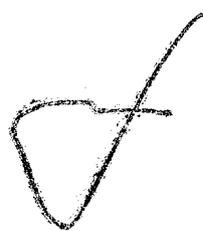
COMMENCE AT THE SOUTHWEST CORNER OF TRACT "R" OF SAID PLAT OF AVENTURA SIXTH ADDITION, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 120, PAGE 20 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE NORTH 02 DEGREES 40' 32" WEST, ALONG THE WEST BOUNDARY LINE OF SAID TRACT "R" AND ALONG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

CITY OF AVENTURA

COMMUNITY DEVELOPMENT DEPARTMENT

MEMORANDUM

TO: City Commission 

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

BY: Joanne Carr, AICP 
Community Development Director

DATE: December 6, 2011

SUBJECT: Request to Modify Exhibit "B" and to Extend Term of
Chapter 163 Development Agreement
Lubavitch Center Aventura South, Inc.
NE 185 Street at NE 28 Court, City of Aventura
(01-DA-12)

January 3, 2012 Local Planning Agency Agenda Item 4
January 3, 2012 City Commission Meeting Agenda Item 7
February 7, 2012 City Commission Meeting Agenda Item _____

RECOMMENDATION

It is recommended that the City Commission:

1. Approve an amendment to the Development Agreement made pursuant to Chapter 163, Florida Statutes, between the owner and the City to modify Exhibit "B" to the agreement detailing the development proposal for the "Lofts Parcel" and to extend the term of the agreement for a 2.5 year period from August 2, 2012 to February 2, 2015; and
2. Authorize the City Manager to execute such amendment to the Development Agreement on behalf of the City.

THE REQUEST

The applicant, Lubavitch Center Aventura South, Inc., is requesting an amendment to Exhibit "B" of the existing Development Agreement to reflect the current development

proposal for a synagogue and residential building on the "Lofts Parcel" and to extend the term of the agreement for a further 2.5 year term from August 2, 2012 to February 2, 2015. (See Exhibit #1 for Letters of Intent)

BACKGROUND

OWNER OF PROPERTY: Lubavitch Center Aventura South Inc.
Tract C 28-2203-000-0231 1.66 acres

NAME OF APPLICANT Brian S. Adler

LOCATION OF PROPERTY NE 28 Court at NE 185 Street
See Exhibit #2 for Location Map

HISTORY

In 2003, Merco Group at Aventura Landings received various development approvals relating to the four tracts of land on NE 185 Street at NE 28 Court; those being, the "Townhome Parcel", the "Condominium Parcel", the "Lofts Parcel" and the "Outparcel". The tracts are designated as Medium High Density Residential land use on the City's Future Land Use Map and are zoned RMF4, Multifamily High Density Residential District.

As part of the rezoning ordinance in 2003, the City Commission approved a Development Agreement under Chapter 163 of the Florida Statutes. That agreement provided that the owner dedicate land, design and build the extension of NE 185 Street as a necessary public facility and in turn, the agreement conferred to the owner the benefit of preservation of zoning and concurrency during the term of the agreement. The road extension was dedicated and constructed as agreed and is now in use.

Exhibit "B" of the Development Agreement detailed the approved development on each of the parcels. The original approved development consisted of a 62 unit townhome parcel south of NE 185 Street and west of NE 28 Court on the "Townhome Parcel", a 205 unit 19-story condominium parcel north of NE 185 Street and west of NE 28 Court on the "Condominium Parcel", and a 138 loft-style, 13-story apartment south of NE 185 Street and east of NE 28 Court on the "Lofts Parcel".

The property was placed in receivership in October of 2008. The parcels were subsequently sold individually. The 62 unit townhome parcel and the outparcel were completed. A foundation was built on the condominium parcel with no further construction after that time. The applicant has purchased the "Lofts Parcel" and has received conditional use approval to construct a synagogue along with the 138 unit residential units. Its application for administrative site plan approval is in the staff review process. The synagogue is proposed as Phase I, with the residential component of the site planned for construction as a future Phase II.

The applicant's new development proposal necessitates an amendment to Exhibit "B" of the Development Agreement to reflect the current plan. No increase in density and no increase in height are requested. The proposed Third Modification to Development Agreement is attached as Exhibit #3.

The current description of the "Lofts Parcel" development is:

"Lofts Parcel. (South of NE 185th Street and east of current NE 28th Court). This parcel is 1.952 acres in size. Proposed development of this parcel is for 138 loft-style apartment units under the RMF4 zoning district regulations. Proposed maximum height is 13 stories or 206'10"."

The proposed amended description of the "Loft Parcel" development is:

"Lofts Parcel. (South of NE 185th Street and east of current NE 28th Court). This parcel is 1.952 acres in size. Proposed development of this parcel is for a religious facility and 138 residential units (including singularly or a combination of standard residential units, assisted living facilities and independent living facilities) under the RMF4 zoning district regulations. Proposed maximum height is 13 stories or 206' 10"."

Paragraph 11 of the Development Agreement provides for a term of five (5) years, with extension by mutual agreement in two 2.5 year increments, subject to public hearing approval, provided that the road construction is complete. The original five year term of the agreement expired on February 2, 2010. The road construction was completed within that time. The previous owner requested and was granted another 2.5 year term to August 2, 2012. The applicant is now requesting the remaining two and one half year extension originally contemplated by the agreement, from August 2, 2012 to February 2, 2015, to permit the development of both planned phases of the "Lofts Parcel".

Exhibit #1
01-DA-12

Brian S. Adler, Esq.
Tel 305.350.2351
Fax 305.351.2206
badler@bilzin.com

May 20, 2011

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

Re: Lubavitch Center Aventura South, Inc.
Property Located at 18449 N.E. 28th Court (the "Property")

Dear Ms. Carr:

This firm represents Lubavitch Center Aventura South, Inc. ("Lubavitch") as the owner of the Property, identified as Folio No. 28-2203-082-0670.

Lubavitch obtained conditional use approval for a religious facility through City of Aventura Resolution 2011-47. Lubavitch now has a pending application for administrative site plan approval for its permanent religious facility on the Property. As part of the religious facility approval, Lubavitch must amend the previously executed and currently governing Development Agreement. Therefore, please consider this our companion request to the administrative site plan application for City approval to amend the Development Agreement (as amended) currently governing the Property.

As the City is aware, the Property was part of an overall larger development which was approved and subsequently platted as the Merco Aventura Plat at Plat Book 166, Page 58 of the Public Records of Miami-Dade County, Florida. Lubavitch acquired the portion of the overall property known as Tract F.

As part of the original approval on the overall property, the property owners and the City of Aventura entered into a Development Agreement governing the development of the Property, along with the other properties in the overall development. A subsequent owner and the City modified the Development Agreement to extend development approval through August 2, 2012.

The purpose of our request is 1) to modify the permitted uses attached as Exhibit "B" to the Development Agreement as it relates to the Property (referenced on Exhibit "B" as the Lofts Parcel), to allow for the development of a religious facility and residential units, including singularly or a combination of standard residential units, assisted living facilities and independent living facilities, and 2) to further extend the term of the Agreement for the Lofts

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12/7/11

Joanne Carr, Community Development Director
May 20, 2011
Page 2

Parcel for two and one half (2 ½) years to February 2, 2015 to allow first, for the development of the religious facility and, subsequently the development of the residential portion of the Property.

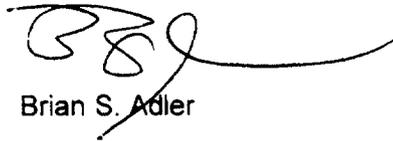
As the City can appreciate, the proposed construction on the Property is anticipated to occur through phases and the residential portion will not be developed until after the religious facility is constructed. Therefore, we are requesting the additional time to allow first, for the development of the religious facility and, second, the residential tower.

I have attached a proposed Third Modification to Development Agreement for your review and our discussion.

We appreciate the City's consideration of our application.

If you wish to discuss the above, please contact me at 305-350-2351.

Sincerely,

A handwritten signature in black ink, appearing to read "BSA", with a long horizontal flourish extending to the right.

Brian S. Adler

BSA/ee
Attachment

cc: Morris Kaplan
Rabbi Rosenfeld
Stanley B. Price, Esquire

MIAMI 2799600.2 7944535695
12/7/11



BROWARD COUNTY
DADE COUNTY

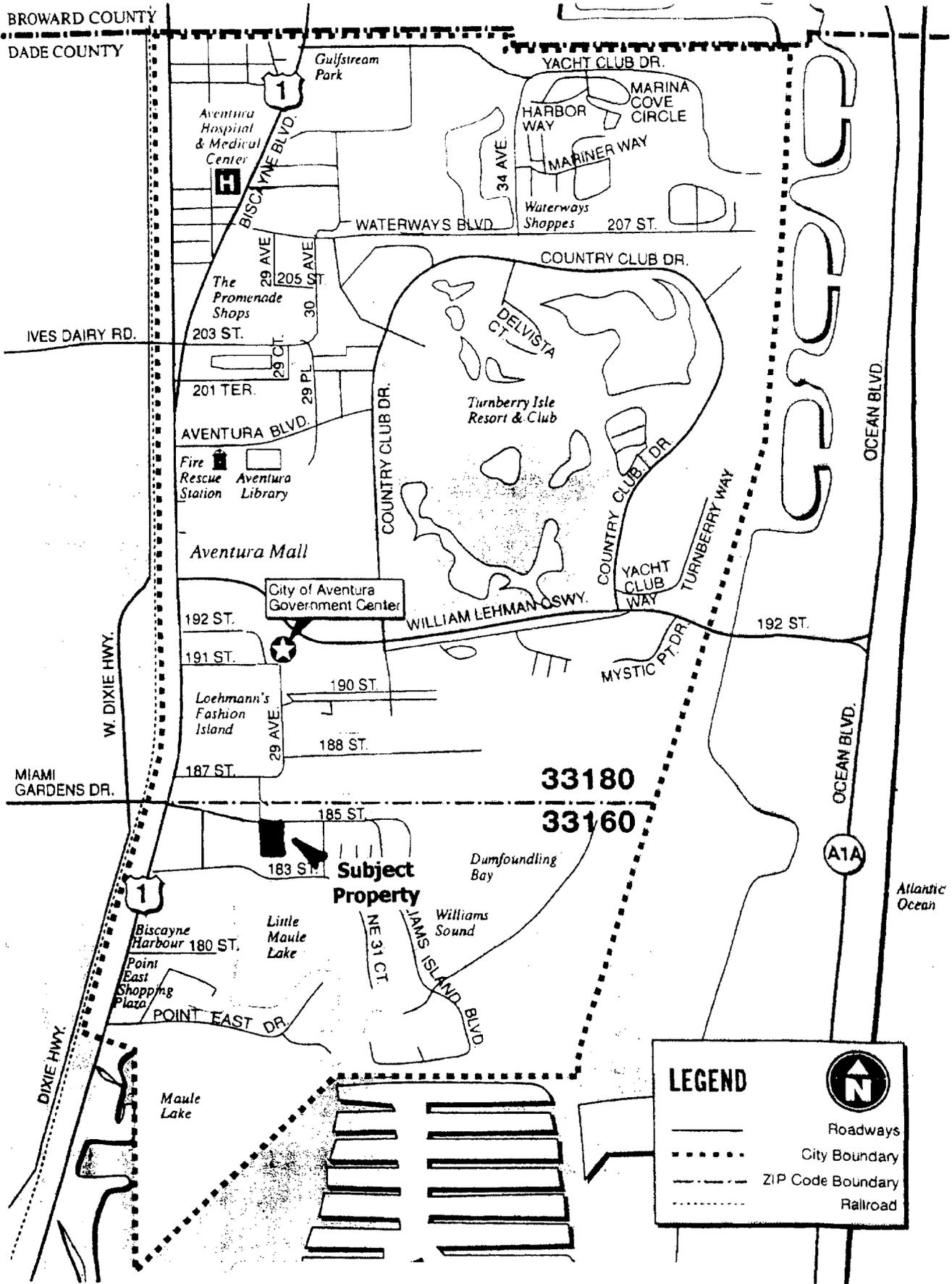


Exhibit #2
01-DA-12

Exhibit #3
01-DA-12

After Recording Please Return to:
Brian S. Adler, Esq.
Bilzin Sumberg Baena Price & Axelrod LLP
1450 Brickell Avenue, Suite 2300
Miami, FL 33131

THIRD MODIFICATION TO DEVELOPMENT AGREEMENT

THIS THIRD MODIFICATION TO DEVELOPMENT AGREEMENT ("Third Modification") is entered into the ____ day of _____, 2011, by and between THE CITY OF AVENTURA, a Florida municipal corporation (the "City") and LUBAVITCH CENTER AVENTURA SOUTH, INC., a Florida non-for-profit corporation ("Lubavitch"), as joined in by the owners of the remainder of the Entire Property as described in this Third Modification ("Owners").

RECITALS:

WHEREAS, Lubavitch owns the property, consisting of approximately 1.68+/- acres of land (the "Lubavitch Property"), the legal description of which is attached hereto as Schedule "A", which is a portion of the overall property ("Entire Property") attached as Schedule "B";

WHEREAS, the previous owners, MERCO GROUP AT AVENTURA LANDINGS, I INC.; MERCO GROUP AT AVENTURA LANDINGS II, INC. and MERCO GROUP AT AVENTURA LANDINGS III, INC. (collectively, "Original Owner") obtained development approvals relating to the Entire Property, including an application to amend the City of Aventura Comprehensive Plan, an application for rezoning, an application for site plan approval, an application for various variances required to develop the Project, and an application to close a portion of NE 28th Court (the "Applications"), through the City's Community Development Department;

WHEREAS, on September 2, 2003, Original Owner and the City entered into a development agreement ("Original Agreement"), pursuant to the Florida Local Government Development Agreement Act Sections 163.3220-163.3243, Florida Statutes;

WHEREAS, on October 5, 2004, the City and the then owner of the property subject to the Original Agreement, mutually agreed to amend Exhibit "B" to the Original Agreement to revise the number of stories in the "Condominium Parcel";

WHEREAS, since the date of execution of the Original Agreement, the Owner has fulfilled the conditions of paragraph 4 of the Original Agreement to provide the necessary public facility and had received necessary permits and constructed the 62 townhomes on the "town

home parcel" described in Exhibit "B" to the Original Agreement and has recorded a final plat dividing the parcels into development lots and tracts;

WHEREAS, MGAL REPH I, II, III, LLC and CHATEAU AVENTURA, LLC were the subsequent owners of the Entire Property (collectively, the "Subsequent Owner");

WHEREAS, paragraph 11 of the Original Agreement provides for a term of five (5) years from the effective date of February 2, 2005 and provides that the term may be extended by mutual agreement of the City and the Owner in 2.5-year increments up to an additional five (5) years from the termination date;

WHEREAS, on November 3, 2010, the Subsequent Owner and the City entered into a second modification to the Original Agreement entitled Modification to Development Agreement, recorded November 19, 2010, in Official Records Book 27496 at Page 251 of the Public Records of Miami-Dade County, Florida, modifying the Original Agreement to extend the term of the Original Agreement from February 2, 2010 to August 2, 2012 for the Subsequent Owner to market for sale while preserving the development approvals granted by the City, and requiring payment of the transportation mitigation impact fee prior to issuance of building permits for the condominium loft parcel;

WHEREAS, the City and Owner agree to a further modification of paragraph 11 of the Original Agreement to extend the term of the Original Agreement for a further 2.5 years from August 2, 2012 to February 2, 2015 as it relates to the Lubavitch Property in order for Lubavitch to develop the Lubavitch Property in accordance with the City's approval for the religious facility and to market the remainder of the Lubavitch Property and to continue with the development approval;

WHEREAS, Lubavitch is also seeking to modify the "Project Land Uses, Densities and Intensities" for the Lubavitch Property which is described as the Lofts Parcel described on Exhibit "B" to the Original Agreement as previously modified, which provided for the Lubavitch Property to be developed with 138 loft type apartment units and a maximum height of 13 stories or 206' 10";

WHEREAS, Lubavitch wishes to develop a religious facility (both on a temporary and permanent basis) along with residential units (including singularly or a combination of standard residential units, assisted living facilities and independent living facilities) ; and

WHEREAS, the construction of the religious facility is anticipated to span a period of approximately 24 months and the marketing and approval for the residential portion is anticipated to take an additional 24 to 30 months, thus necessitating an extension of the development agreement approval period;

WHEREAS, Lubavitch and the City agree to a modification of Exhibit "B" of the Original Agreement to amend the development of the Lofts Parcel and to amend paragraph 11 to extend the term for the Loft Parcel;

NOW, THEREFORE, in consideration of the mutual covenants and agreements expressed herein, Lubavitch, Owners and the City agree as follows:

1. **Recitals**. The recitals set forth above are incorporated herein and form an integral part of this Second Modification.

2. **Exhibit Replaced**. Exhibit "B" to the Original Agreement is hereby substituted in its entirety with the attached Exhibit "B".

3. **Modification**. The Development Agreement dated September 2, 2003, amended by Modification to Agreement dated December 29, 2004, and amended by Modification to Development Agreement dated November 3, 2010 is hereby further amended to amend Exhibit "B" and by revising paragraph 11 to extend the termination date from August 2, 2012 to February 2, 2015.

4. **Agreement Status**. The terms and conditions of the Original Agreement and the previous modifications shall remain in full force and effect except as herein modified.

Signed, sealed, executed and acknowledged this ____ day of _____, 2011.

[Signature Pages to Follow]

CITY:

CITY OF AVENTURA, FLORIDA

Attest:

By: _____
Teresa Soroka, MMC
City Clerk

By: _____
Eric M. Soroka, ICMA-CM
City Manager

OWNER:

Witnesses:

LUBAVITCH CENTER AVENTURA SOUTH,
INC., a Florida non-for-profit corporation

Print Name: _____

By: _____
Rabbi Menachem M. Rosenfeld
President

Print Name: _____

STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE)

The foregoing instrument was sworn to, subscribed and acknowledged before me this _____ day of _____, 2011, by Rabbi Menachem M. Rosenfeld, President of Lubavitch Center Aventura South, Inc., a Florida not-for-profit corporation, who is personally known to me or produced _____ as identification.

My Commission Expires:

By: _____
Notary Public
State of Florida at Large

(Notary Seal)

SCHEDULE "A"

SCHEDULE "B"

EXHIBIT "B"

PROJECT LAND USES, DENSITIES AND INTENSITIES

The Project includes the following described development, permitted on the Property as described in Exhibit "A" attached to the Agreement.

Townhome Parcel. (South of Proposed NE 185th Street and west of current NE 28th Court). This parcel is 4.482 acres gross, and 4.07 acres net. Proposed development of this parcel is for 62 townhomes under the RMF4 and RMF3A zoning district regulations. Proposed maximum height is 3 stories or 35 feet.

Condominium Parcel. (North of Proposed NE 185th Street and west of NE 28th Court). This parcel is 2.30 acres gross, and 1.89 acres net. Proposed development of this parcel is for 205 condominium units under the RMF4 zoning district regulations. Proposed maximum roof height is 19 stories or 186' – 6".

Lofts Parcel. (South of NE 185th Street and east of current NE 28th Court). This parcel is 1.952 acres in size. Proposed development of this parcel is for a religious facility and 138 residential units (including singularly or a combination of standard residential units, assisted living facilities and independent living facilities) under the RMF4 zoning district regulations. Proposed maximum height is 13 stories or 206' 10".

Outparcel. (South side of NE 185th Street, on northwest side of Townhome Parcel). The outparcel is .284 acres is size. Proposed development of the outparcel is for a swimming pool, clubhouse, entry feature and guest parking. No residential development is proposed for this parcel. Subject to approval by the City Commission, the Owner may install landscaping, a water feature, or other decorative elements on this parcel.



APPLICANT REPRESENTATIVE AFFIDAVIT

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

<i>Name</i>	<i>Relationship (i.e. Attorneys, Architects, Landscape Architects, Engineers, Lobbyists, Etc.)</i>
<u>Stanley B. Price, Esq.</u>	<u>Attorney</u>
<u>Brian S. Adler, Esq.</u>	<u>Attorney</u>
<u>Rabbi Menachem Rosenfeld</u>	<u>Owner Representative, President</u>
<u>Michael Tabacnic</u>	<u>Consultant</u>
<u>Morris Kaplan</u>	<u>Consultant</u>
<u>Jaime Schapiro</u>	<u>Architect</u>
<u>Michael A. Vazquez, P.E</u>	<u>Civil 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 14 DAY OF June, 2011.

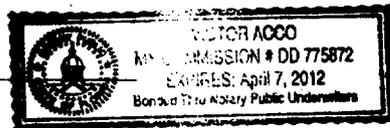
AUTHORIZED REPRESENTATIVE OF APPLICANT:

OWNER
 By: [Signature]
 Rabbi Menachem Rosenfeld
 Title: President
 Address: 2941 N.E. 185 Street, #1301
Aventura, FL 33180

Before me the undersigned authority personally appeared Rabbi Menachem Rosenfeld as the owner, authorized representative and President of the Applicant of the property subject to the application, who being first by me duly sworn, did swear or affirm that they 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 June, 2011.

My commission expires:



Notary Public State of Florida At Large
 Printed Name of Notary Victor Acco



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 17 DAY OF May, 2011.

APPLICANT REPRESENTATIVE

By: [Signature] (Signature) May 17, 2011
 Name: Stanley B. Price (Print)
 Title: Attorney (Print)

By: [Signature] (Signature) May 17, 2011
 Name: Brian S. Adler (Print)
 Title: Attorney (Print)

By: _____ (Signature)
 Name: Michael Tabacnic (Print)
 Title: Consultant (Print)

By: _____ (Signature)
 Name: Morris Kaplan (Print)
 Title: Consultant (Print)

By: _____ (Signature)
 Name: Jaime Schapiro (Print)
 Title: Architect (Print)

By: _____ (Signature)
 Name: Dan Fortin, Jr. (Print)
 Title: Engineer (Print)

WITNESS MY HAND THIS 17 DAY OF May, 2011.

PROPERTY OWNER

By: [Signature] (Signature)
 Name: Rabbi Menachem Rosenfeld (Print)
 Title: Owner Representative, President (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 17 DAY OF May, 2011

REPRESENTATIVE: (Listed on Business Relationship Affidavit)

By: [Signature] (Signature)
Name: Rabbi Menachem Rosenfeld (Print)
Title: Owner/President (Print)

By: _____ (Signature)
Name: Morris Kaplan (Print)
Title: Consultant (Print)

By: [Signature] (Signature) May 18, 2011
Name: Stanley B. Price (Print)
Title: Attorney (Print)

By: _____ (Signature)
Name: Jaime Schapiro (Print)
Title: Architect (Print)

By: [Signature] (Signature) May 18, 2011
Name: Brian S. Adler (Print)
Title: Attorney (Print)

By: _____ (Signature)
Name: Dan Fortin, Jr. (Print)
Title: Engineer (Print)

By: _____ (Signature)
Title: Michael Tabacinic (Print)
Title: Consultant (Print)

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

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

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

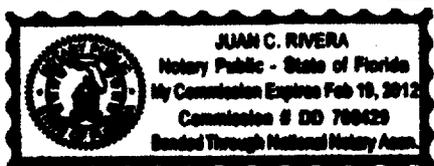
NOTARIZATION PROVISION

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

[Signature]
AFFIANT

SWORN TO AND SUBSCRIBED before me this 17 day of May, 2011



[Signature]
Notary Public State of Florida At Large
Printed Name of Notary Juan C. Rivera
My commission expires: 2/19/2012

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

[Signature]
AFFIANT

SWORN TO AND SUBSCRIBED before me this 18 day of May, 2011



CHRISTINE A. BOWER
MY COMMISSION # DD 959346
EXPIRES: February 20, 2014
Bonded Thru Budget Notary Services

[Signature]
Notary Public State of Florida At Large
Printed Name of Notary Christine A. Bower
My commission expires: 2/20/14

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

[Signature]
AFFIANT

SWORN TO AND SUBSCRIBED before me this 18 day of May, 2011.



CHRISTINE A. BOWER
MY COMMISSION # DD 959346
EXPIRES: February 20, 2014
Bonded Thru Budget Notary Services

[Signature]
Notary Public State of Florida At Large
Printed Name of Notary Christine A. Bower
My commission expires: 2/20/14

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

AFFIANT

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 2011.

Notary Public State of Florida At Large

Printed Name of Notary

My commission expires:



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).

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- 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 _____, 2011.

APPLICANT REPRESENTATIVE:

By: _____ (Signature)
 Name: Stanley B. Price (Print)
 Title: Attorney (Print)

By: _____ (Signature)
 Name: Brian S. Adler (Print)
 Title: Attorney (Print)

By: *Michael Tabacinic* (Signature)
 Name: Michael Tabacinic (Print)
 Title: Consultant (Print)

By: _____ (Signature)
 Name: Morris Kaplan (Print)
 Title: Consultant (Print)

By: _____ (Signature)
 Name: Jaime Schapiro (Print)
 Title: Architect (Print)

By: _____ (Signature)
 Name: Dan Fortin, Jr. (Print)
 Title: Engineer (Print)

WITNESS MY HAND THIS _____ DAY OF _____, 2011.

PROPERTY OWNER:

By: _____ (Signature)
 Name: Rabbi Menachem Rosenfeld (Print)
 Title: Owner Representative, President (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 12 DAY OF May, 2011

REPRESENTATIVE: (Listed on Business Relationship Affidavit)

By: _____ (Signature)
Name: Rabbi Menachem Rosenfeld (Print)
Title: Owner/President (Print)

By: _____ (Signature)
Name: Morris Kaplan (Print)
Title: Consultant (Print)

By: _____ (Signature)
Name: Stanley B. Price (Print)
Title: Attorney (Print)

By: _____ (Signature)
Name: Jaime Schapiro (Print)
Title: Architect (Print)

By: _____ (Signature)
Name: Brian S. Adler (Print)
Title: Attorney (Print)

By: _____ (Signature)
Name: Dan Fortin, Jr. (Print)
Title: Engineer (Print)

By: [Signature] (Signature)
Title: Michael Tabacinic (Print)
Title: Consultant (Print)

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

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

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

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

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

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

NOTARIZATION PROVISION

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

AFFIANT

SWORN TO AND SUBSCRIBED before me this ____ day of _____, 2011.

Notary Public State of Florida At Large

Printed Name of Notary
My commission expires: _____

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

SWORN TO AND SUBSCRIBED before me this ____ day of _____, 2011.

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 Brian S. Adler, Affiant, who being first by me duly sworn, did swear or affirm that he/she executed this Affidavit for the purposes stated therein and that it is true and correct.

AFFIANT

SWORN TO AND SUBSCRIBED before me this ____ day of _____, 2011.

Notary Public State of

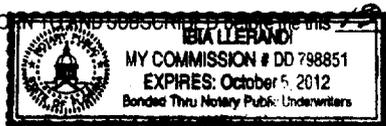
Printed Name of Notary
My commission expires: _____

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

Before me, the undersigned authority, personally appeared Michael Tabacnic, 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 MAY, 2011.



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:

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- 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 17th DAY OF May, 2011.

APPLICANT REPRESENTATIVE:

By: _____ (Signature)
 Name: Stanley B. Price (Print)
 Title: Attorney (Print)

By: _____ (Signature)
 Name: Brian S. Adler (Print)
 Title: Attorney (Print)

By: _____ (Signature)
 Name: Michael Tabacnic (Print)
 Title: Consultant (Print)

By: _____ (Signature)
 Name: Morris Kaplan (Print)
 Title: Consultant (Print)

By: _____ (Signature)
 Name: Jaime Schapiro (Print)
 Title: Architect (Print)

By: _____ (Signature)
 Name: Dan Fortin, Jr. (Print)
 Title: Engineer (Print)

WITNESS MY HAND THIS _____ DAY OF _____, 2011.

PROPERTY OWNER:

By: _____ (Signature)
 Name: Rabbi Menachem Rosenfeld (Print)
 Title: Owner Representative, President (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 17th DAY OF May, 2011

REPRESENTATIVE: (Listed on Business Relationship Affidavit)

By: _____ (Signature) By:  (Signature)

Name: Rabbi Menachem Rosenfeld (Print) Name: Morris Kaplan (Print)

Title: Owner/President (Print) Title: Consultant (Print)

By: _____ (Signature) By: _____ (Signature)

Name: Stanley B. Price (Print) Name: Jaime Schapiro (Print)

Title: Attorney (Print) Title: Architect (Print)

By: _____ (Signature) By: _____ (Signature)

Name: Brian S. Adler (Print) Name: Dan Fortin, Jr. (Print)

Title: Attorney (Print) Title: Engineer (Print)

By: _____ (Signature) By: _____ (Signature)

Title: Michael Tabacinic (Print) Title: _____ (Print)

Title: Consultant (Print) Title: _____ (Print)

By: _____ (Signature) By: _____ (Signature)

Title: _____ (Print) Title: _____ (Print)

Title: _____ (Print) Title: _____ (Print)

By: _____ (Signature) By: _____ (Signature)

Title: _____ (Print) Title: _____ (Print)

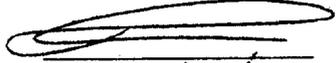
Title: _____ (Print) Title: _____ (Print)

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

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

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

Before me, the undersigned authority, personally appeared Morris Kaplan, 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 17 day of MAY, 2011.

 Fulton County, Georgia
Notary Public State of Florida At Large
Keith Marks
Printed Name of Notary
My commission expires: 2/10/2014

Official Seal
Keith Marks
Notary Public, Fulton County, Georgia
My Commission Expires February 10, 2014



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
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- 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:

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 7 DAY OF June, 2001.

REPRESENTATIVE (Listed on Business Relationship Affidavit)

By: [Signature] (Signature)

By: _____ (Signature)

Name: JAMES SANCHEZ (Print)

Name: _____ (Print)

Title: ARCHITECT (Print)

Title: _____ (Print)

By: _____ (Signature)

By: _____ (Signature)

Name: _____ (Print)

Name: _____ (Print)

Title: _____ (Print)

Title: _____ (Print)

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

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NOTARIZATION PROVISION

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

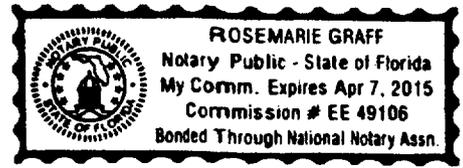
Before me, the undersigned authority, personally appeared Jaime Sampedro the Affiant, who being first by me duly sworn, did swear or affirm that he/she executed this Affidavit for the purposes stated therein and that it is true and correct.

[Handwritten signature of Jaime Sampedro]
AFFIANT

SWORN TO AND SUBSCRIBED before me this 2nd day of June, 2011.

*FOL 5160 420-39 256 0
EX 7/13*

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



STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

AFFIANT

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

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

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

AFFIANT

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

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

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

AFFIANT

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

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



BUSINESS RELATIONSHIP AFFIDAVIT*

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

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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 _____, 2011.

APPLICANT REPRESENTATIVE:

By: _____ (Signature)
 Name: Stanley B. Price (Print)
 Title: Attorney (Print)

By: _____ (Signature)
 Name: Brian S. Adler (Print)
 Title: Attorney (Print)

By: _____ (Signature)
 Name: Michael Tabacnic (Print)
 Title: Consultant (Print)

By: _____ (Signature)
 Name: Morris Kaplan (Print)
 Title: Consultant (Print)

By: _____ (Signature)
 Name: Jaime Schapiro (Print)
 Title: Architect (Print)

By: [Signature] (Signature)
 Name: Michael A. Vazquez, P.E. (Print)
 Title: Civil Engineer (Print)

WITNESS MY HAND THIS _____ DAY OF _____, 2011.

PROPERTY OWNER:

By: _____ (Signature)
 Name: Rabbi Menachem Rosenfeld (Print)
 Title: Owner Representative, President (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 21 DAY OF May, 2011

REPRESENTATIVE: (Listed on Business Relationship Affidavit)

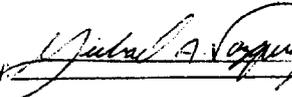
By: _____ (Signature)
Name: Rabbi Menachem Rosenfeld (Print)
Title: Owner/President (Print)

By: _____ (Signature)
Name: Morris Kaplan (Print)
Title: Consultant (Print)

By: _____ (Signature)
Name: Stanley B. Price (Print)
Title: Attorney (Print)

By: _____ (Signature)
Name: Jaime Schapiro (Print)
Title: Architect (Print)

By: _____ (Signature)
Name: Brian S. Adler (Print)
Title: Attorney (Print)

By:  (Signature)
Name: Michael A. Vazquez, P.E. (Print)
Title: Civil Engineer (Print)

By: _____ (Signature)
Title: Michael Tabacnic (Print)
Title: Consultant (Print)

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

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

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

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

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

AFFIANT

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 2011.

Notary Public State of Florida At Large

Printed Name of Notary

My commission expires: _____

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

Michael A. Vazquez

AFFIANT

SWORN TO AND SUBSCRIBED before me this 24th day of May, 2011.

Renee Baccari

Notary Public State of Florida At Large

Renee Baccari
Printed Name of Notary

My commission expires: 09/07/2014



ORDINANCE NO. 2010- ____

AN ORDINANCE OF THE CITY OF AVENTURA, FLORIDA, APPROVING AN AMENDMENT TO THE DEVELOPMENT AGREEMENT PURSUANT TO CHAPTER 163, F.S., DATED SEPTEMBER 2, 2003, MADE BETWEEN MERCO GROUP AT AVENTURA LANDINGS I, II AND III, INC. AS DEVELOPER AND THE CITY OF AVENTURA, AS AMENDED OCTOBER 5, 2004 AND NOVEMBER 3, 2010, TO MODIFY EXHIBIT 'B' TO THE AGREEMENT AND TO EXTEND THE TERM OF THE AGREEMENT; RELATING TO THE PARCEL OF LAND ZONED RMF4, MULTIFAMILY HIGH DENSITY RESIDENTIAL DISTRICT, LOCATED ON NE 185 STREET AT NE 28 COURT, CITY OF AVENTURA; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the applicant, Lubavitch Center Aventura South, Inc., through Application No. 01-DA-12, has applied to modify Exhibit "B" to the agreement and to extend the term of the Development Agreement dated September 2, 2003, made between Merco Group at Aventura Landings I, II and III, Inc., as owner, and the City of Aventura, as amended on October 5, 2004 and on November 3, 2010; and

WHEREAS, Exhibit "B" to the Development Agreement proposes 138 loft-style apartment units with a proposed maximum height of 13 stories or 206'10" on the "Lofts Parcel"; and

WHEREAS, the applicant has received conditional use approval through Resolution No. 2011-47 to construct a religious facility on the "Lofts Parcel"; and

WHEREAS, pursuant to the terms of Paragraph 11. of the Development Agreement, as amended, the termination date of the Agreement is August 2, 2012; and

WHEREAS, Paragraph 11(B) of the Development Agreement provides that the term of the Agreement may be extended in 2.5 year increments for up to 5 additional years from the termination date of February 2, 2010, upon mutual agreement of both the City and the owner/applicant; and

WHEREAS, the owner/applicant has requested a modification to Exhibit "B" to the Development Agreement to detail the current development proposal of a religious facility along with the 138 residential units on the "Lofts Parcel" and has further requested an extension of the termination date of the Development Agreement to February 2, 2015 in order to allow construction of the religious facility and residential units in two phases; and

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

WHEREAS, the City Commission has reviewed the application and has considered the testimony of all interested parties at the public hearings, and has determined that the amendment to development agreement requested by the applicant is appropriate.

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

Section 1. That the Modification to Development Agreement attached as Exhibit "A" to this Ordinance, amending Exhibit "B", "Lofts Parcel" development proposal and extending the termination date of the Agreement from August 2, 2012 to February 2, 2015 is hereby approved, for property legally described in Exhibit "A" to this Ordinance.

Section 2. The City Manager is hereby authorized to execute the agreement on behalf of the City.

Section 3. Severability. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

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

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

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

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

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

PASSED on first reading this 3rd day of January, 2012.

PASSED AND ADOPTED on second reading this 7th day of February, 2012.

Susan Gottlieb, Mayor

ATTEST:

Teresa M. Soroka, MMC
City Clerk

APPROVED AS TO LEGAL SUFFICIENCY:

CITY ATTORNEY

This Ordinance was filed in the Office of the City Clerk this ____ day of _____, 2012.

CITY CLERK

EXHIBIT "A"

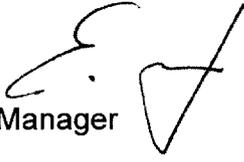
LEGAL DESCRIPTION OF LAND

All of Tract F, Merco at Aventura, according to the plat thereof recorded in Plat Book 166, Page 58 of the Public Records of Miami-Dade County, City of Aventura

CITY OF AVENTURA
FINANCE DEPARTMENT

MEMORANDUM

TO: City Commission

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

BY:  Brian K. Raducci, Finance Director

DATE: December 13, 2011

SUBJECT: **End of Year Budget Amending Ordinance – FY 2010/11**

1st Reading November 1, 2011 City Commission Meeting Agenda Item 8A
2nd Reading January 3, 2012 City Commission Meeting Agenda Item 8

RECOMMENDATION

It is recommended that the City Commission approve the attached ordinance amending the FY 2010/11 budget.

BACKGROUND

As you are aware, the Finance Department has prepared the City's official books and records for the FY 2010/11 year-end audit. Now that most of our year-end adjustments have been posted, we have the necessary information to formally amend the FY 2010/11 budget. This "clean up" amendment is a normal part of our year-end fiscal operations and is prepared to ensure that the "final" adopted budget contains sufficient appropriations to satisfy all actual expenditures. ***Update: Please note, that as a result of our year-end process, there were a few additional items (primarily impacting the Public Safety Department) that have come to our attention and are reflected below, that were not considered in the original "first reading" agenda item prepared on October 25, 2011.***

This Ordinance will appear on the November 2011 and January 2012 agendas to comply with, Section 166.241 (3) of the Florida Statutes. Although this section requires all budget amendments be made "within up to 60 days following the end of the fiscal year," we will be unable to have the ordinance on second reading until January 2012 as there is no December meeting. This process is consistent with the City's past practice as the Ordinance will appear on first reading prior to the November 29, 2011 deadline.

We are only required to amend budgets when a Department's total budget has been exceeded. In all cases, we will only amend the specific expenditure accounts that are

primarily responsible for the amendment. In some cases, associated revenues may be increased to justify the overage in expenditures.

Listed below is a summary of the amendments for the City's General Fund, by department and the circumstances that support each recommendation.

General Fund – (001) – (\$1,143,000 net increase)

Public Safety (2001) – (\$300,000 increase)

1390 – Court Time

Requires a budget amendment due to an overage of approximately \$37,000 in Court Time in order to meet operational needs of the Department.

1401 – Overtime

Requires a budget amendment due to an overage of approximately \$158,000 in Overtime in order to meet operational needs of the Department.

2201 – Pension

Requires a budget amendment due to an overage of approximately \$4,000 in Pension Costs as it relates to the Police Department's Pension Plan audit for 09/30/2011. According to the pension audit, the City owed additional funds even though it made all of its required contributions, based on our actuarially-determined contribution percentage of 20.955%. According to the pension auditors, this was the case because the Chapter 185 funding was approximately \$30,000 less than anticipated and actual payroll was higher than projected by the actuary.

5220 – Gas & Oil

Requires a budget amendment due to an overage of approximately \$83,000 in Gas & Oil in order to meet operational needs of the Department.

- ✓ *The overages described above related to Court Time, Overtime, Pension and Gas & Oil will be offset by a corresponding decrease of \$282,000 in the General Fund Capital Reserve (6999) budgeted funds. See section labeled "Capital Outlay – (\$282,000 net decrease)" on page 3.*

5115 – Byrne Grant Match

Requires a budget amendment due to an overage of approximately \$18,000 for a grant that was received. This overage will be offset by \$18,000 in additional Byrne Grant revenue (3312550).

Community Development (4001) – (\$1,025,000 increase)

3101 – Building Inspection Services

Requires a budget amendment primarily due an overage of approximately \$700,000 in Building Inspection Services due to higher than anticipated activity experienced during the year. This overage will be offset by \$700,000 in additional Building Permit revenue (3221000).

3190 – Prof. Services

Requires a budget amendment primarily due an overage of approximately \$325,000 in Intersection Safety Camera Program processing costs due to higher than anticipated activity experienced during the year. This overage will be offset by \$325,000 in additional Intersection Safety Camera Program revenue (3542000).

Non-Departmental – Transfers (9001) – (\$100,000 increase)

9118 – Transfer to Charter School Fund

Requires a budget amendment due to the planned transfer of \$100,000 of the City's Intersection Safety Camera Program Revenue to the Charter School Fund to assist with funding the Charter School Fund. This overage will be offset by \$100,000 in additional Intersection Safety Camera Program revenue (3542000).

Capital Outlay – (\$282,000 net decrease)

Community Services (8050) 6341 – Transportation System Improve.

Requires a budget amendment of \$95,000 due to some unexpected utility complexities that were encountered as it related to the NE 191st Street/Biscayne Blvd. Improvements Project.

Non-Departmental (8090) 6999 – Capital Reserve

The overage described directly above related to the utility complexities will be offset by a corresponding decrease of \$95,000 in the General Fund Capital Reserve (6999) budgeted funds.

Non-Departmental (8090) 6999 – Capital Reserve

The overages described above, under Public Safety that relate to Court Time, Overtime, Pension and Gas & Oil will be offset by a corresponding decrease of \$282,000 in the General Fund Capital Reserve (6999) budgeted funds.

The budget amendments outlined above, are expected to have little to no impact on the FY 2010/11 overall budget or carryover that was utilized in the preparation of the FY 2011/12 budget. Based on this analysis, I recommend approval of the attached Ordinance.

ORDINANCE NO. 2012-__

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, AMENDING ORDINANCE NO. 2010-10 WHICH ORDINANCE ADOPTED A BUDGET FOR THE 2010/2011 FISCAL YEAR BY REVISING THE 2010/2011 FISCAL YEAR OPERATING AND CAPITAL BUDGET AS OUTLINED IN EXHIBIT "A" ATTACHED HERETO; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS ORDINANCE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, upon the periodic review and analysis of current budgetary commitments and obligations, and based upon the projected needs and requirements of the City and upon the recommendations of the City Manager (and the concurrence of the Finance Director as to Accounting Principles), it is deemed necessary to adjust, amend and implement the 2010/2011 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. 2010-10, which Ordinance adopted a budget for the 2010/2011 fiscal year, by revising the 2010/2011 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, 2010.

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

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

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

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

PASSED AND ADOPTED on first reading this 1st day of November, 2011.

PASSED AND ADOPTED on second reading this 3rd day of January, 2012.

SUSAN GOTTLIEB, MAYOR

TERESA M. SOROKA, MMC
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

CITY ATTORNEY

CITY OF AVENTURA
GENERAL FUND 001
FY 2010/11 BUDGET AMENDMENT

REVENUES

OBJECT CODE NO.	CATEGORY	2010/11 ADOPTED AMOUNT	2010/11 AMENDED AMOUNT	2010/11 REVISED BUDGET
3221000	Building Permits	\$ 700,000	\$ 700,000	\$ 1,400,000
3312550	Byrne Grant	-	18,000	18,000
3542000	Red Light Violations	550,000	425,000	975,000
	Total Revenue	\$ 1,250,000	\$ 1,143,000	\$ 2,393,000
TOTAL AMENDMENTS - REVENUE			\$ 1,143,000	

EXPENDITURES

OBJECT CODE NO.	CATEGORY	2010/11 ADOPTED AMOUNT	2010/11 AMENDED AMOUNT	2010/11 REVISED BUDGET
PUBLIC SAFETY (2001)				
<u>PERSONAL SERVICES</u>				
1390	Court Time	\$ 100,000	\$ 37,000	\$ 137,000
1401	Overtime	550,000	158,000	708,000
2201	Pension	1,938,800	4,000	1,942,800
5220	Gas & Oil	254,000	83,000	337,000
	Subtotal	\$ 2,842,800	\$ 282,000	\$ 3,124,800
5115	Byrne Grant Match	-	18,000	18,000
	Total Public Safety	\$ 2,842,800	\$ 300,000	\$ 3,142,800
COMMUNITY DEVELOPMENT (4001)				
<u>CONTRACTUAL SERVICES</u>				
3101	Building Inspection Services	\$ 480,000	\$ 700,000	\$ 1,180,000
3190	Prof. Services	200,000	325,000	525,000
	Total Community Development	\$ 680,000	\$ 1,025,000	\$ 1,705,000
NON-DEPARTMENTAL - TRANSFERS (9001)				
<u>TRANSFERS</u>				
9118	Transfer to Charter School Fund	\$ -	\$ 100,000	\$ 100,000
	Total Transfers	\$ -	\$ 100,000	\$ 100,000
CAPITAL OUTLAY - (80XX)				
<u>Community Services - 50-541</u>				
6341	Transportation System Improve.	\$ 285,000	\$ 95,000	\$ 380,000
<u>Non-Departmental - 90-590</u>				
6999	Capital Reserve	15,193,488	(377,000)	14,816,488
	Total Capital Outlay	\$ 15,478,488	\$ (282,000)	\$ 15,196,488
TOTAL AMENDMENTS - EXPENDITURES			\$ 1,143,000	

MIAMI DAILY BUSINESS REVIEW

Published Daily except Saturday, Sunday and
Legal Holidays
Miami, Miami-Dade County, Florida

STATE OF FLORIDA
COUNTY OF MIAMI-DADE:

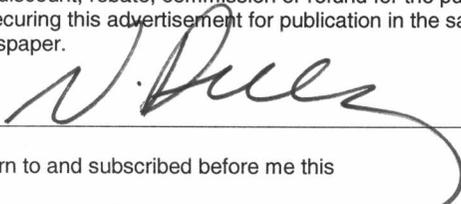
Before the undersigned authority personally appeared V. PEREZ, who on oath says that he or she is the LEGAL CLERK, Legal Notices of the Miami Daily Business Review f/k/a Miami Review, a daily (except Saturday, Sunday and Legal Holidays) newspaper, published at Miami in Miami-Dade County, Florida; that the attached copy of advertisement, being a Legal Advertisement of Notice in the matter of

CITY OF AVENTURA - PUBLIC NOTICE OF
PROPOSED ORDINANCE - JANUARY 3, 2012

in the XXXX Court,
was published in said newspaper in the issues of

11/03/2011

Affiant further says that the said Miami Daily Business Review is a newspaper published at Miami in said Miami-Dade County, Florida and that the said newspaper has heretofore been continuously published in said Miami-Dade County, Florida, each day (except Saturday, Sunday and Legal Holidays) and has been entered as second class mail matter at the post office in Miami in said Miami-Dade County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.



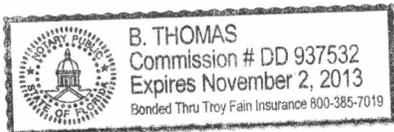
Sworn to and subscribed before me this

03 day of NOVEMBER, A.D. 2011



(SEAL)

V. PEREZ personally known to me



CITY OF AVENTURA

PUBLIC NOTICE OF PROPOSED ORDINANCE

NOTICE IS HEREBY GIVEN that on Tuesday, the 3rd day of January, 2012, at a meeting of the City Commission of the City of Aventura to be held at 6 p.m. in the City Commission Chamber at the Aventura Government Center, 19200 West Country Club Drive, Aventura, Florida, the City Commission will consider the adoption of the following Ordinance on second reading, entitled:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, AMENDING ORDINANCE NO. 2010-10 WHICH ORDINANCE ADOPTED A BUDGET FOR THE 2010/2011 FISCAL YEAR BY REVISING THE 2010/2011 FISCAL YEAR OPERATING AND CAPITAL BUDGET AS OUTLINED IN EXHIBIT "A" ATTACHED HERETO; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS ORDINANCE; PROVIDING FOR AN EFFECTIVE DATE.

The proposed Ordinance may be inspected by the public at the Office of the City Clerk, 19200 West Country Club Drive, Aventura, Florida. Interested parties may appear at the Public Hearing and be heard with respect to the proposed Ordinance. Any person wishing to address the City Commission on any item at this Public Hearing may do so after the Mayor opens the public hearing.

In accordance with the Americans with Disabilities Act of 1990, all persons who are disabled and who need special accommodations to participate in this proceeding because of that disability should contact the Office of the City Clerk, 305-466-8901, not later than two business days prior to such proceedings.

If a person decides to appeal any decision made by the City Commission with respect to any matter considered at a meeting or hearing, that person 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.

Teresa M. Soroka, MMC City Clerk

11/3

11-4-133/1779814M

MIAMI DAILY BUSINESS REVIEW

Published Daily except Saturday, Sunday and
Legal Holidays
Miami, Miami-Dade County, Florida

STATE OF FLORIDA COUNTY OF MIAMI-DADE:

Before the undersigned authority personally appeared MARIA MESA, who on oath says that he or she is the LEGAL CLERK, Legal Notices of the Miami Daily Business Review f/k/a Miami Review, a daily (except Saturday, Sunday and Legal Holidays) newspaper, published at Miami in Miami-Dade County, Florida; that the attached copy of advertisement, being a Legal Advertisement of Notice in the matter of

CITY OF AVENTURA - PUBLIC HEARING - JAN. 3, 2012
ATMOSPHERE DESIGN GROUP LLC, ETC. (01-SV-12)

in the XXXX Court,
was published in said newspaper in the issues of

12/08/2011

Affiant further says that the said Miami Daily Business Review is a newspaper published at Miami in said Miami-Dade County, Florida and that the said newspaper has heretofore been continuously published in said Miami-Dade County, Florida, each day (except Saturday, Sunday and Legal Holidays) and has been entered as second class mail matter at the post office in Miami in said Miami-Dade County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

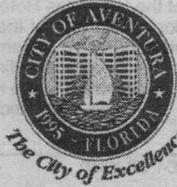
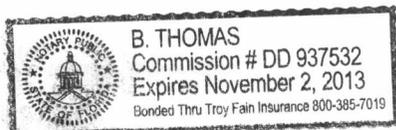
Sworn to and subscribed before me this

08 day of DECEMBER, A.D. 2011

B. Thomas

(SEAL)

MARIA MESA personally known to me



CITY OF AVENTURA NOTICE OF PUBLIC HEARING

Date and Time of Public Hearing: Tuesday, January 3, 2012
6:00 p.m.

Applicant Name/Number: Atmosphere Design Group LLC
for Louis Vuitton Global Store
(01-SV-12)

Applicant Request: Variance from Section 31-191(g)(8)b. of the City Code to permit two wall signs measuring a total of 74.49 square feet for an exterior access tenant in the Aventura Mall, where one wall sign measuring 75 square feet is permitted by Code.

Location of Subject Property: 19501 Biscayne Boulevard, City of Aventura

Legal Description: Tract R and Portions of Tract Q, Aventura 6th Addition, according to the plat thereof recorded in Plat Book 120, Page 20 of the Public Records of Miami-Dade County, Florida, City of Aventura (complete legal description available at the Community Development Department)

Plans are on file and may be examined during regular business hours at the City of Aventura Government Center, Community Development Department, 19200 West Country Club Drive, Aventura, Florida, 33180. Plans may be modified at or before the Public Hearing. The application may change during the hearing process.

The Public Hearing will be held in the City Commission Chamber at City of Aventura Government Center at 19200 West Country Club Drive, Aventura, Florida, 33180. Your comments may be made in person at the hearing or filed in writing prior to the hearing date. Refer to applicant/property on correspondence and mail same to City of Aventura Government Center, Community Development Department at the address above. For further information, please call (305) 466-8940.

In accordance with the Americans with Disabilities Act of 1990, all persons who are disabled and who need special accommodations to participate in this proceeding because of that disability should contact the Office of the City Clerk, (305) 466-8901, not later than two business days prior to such proceedings.

If a person decides to appeal any decision made by the City Commission with respect to any matter considered at a meeting or hearing, that person 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.

Teresa M. Soroka, MMC, City Clerk

12/8

11-3-28/1797672M

BROWARD SHERIFF'S OFFICE

Reality TV star under investigation

■ A Broward sheriff's deputy who stars in "Unleashed: K-9 Broward County" is accused of falsifying records.

BY DAN CHRISTENSEN
BrowardBulldog.org

A Broward Sheriff's Office deputy and reality television star is under criminal investigation for allegedly falsifying records, Broward Bulldog has learned.

Deputy Jerry Wengert, who starred in TLC/Discovery Channel's "Unleashed: K-9 Broward County," was notified of the probe in August by the prosecutor in charge of the state attorney's public-corruption unit.

"This letter is to inform you that you are the subject of an investigation for falsifying records," wrote Timothy Donnelly. "At the conclusion of the investigation you will be notified of the results."

What prompted the investigation has not been made public, and Donnelly has declined to discuss the matter. "It's still an open investigation so I can't talk about it," he said. Investigations of deputies and police officers typically begin at the agency where they work, he said.

Wengert, a deputy since 1997, remains on K-9 patrol duty. He declined to comment through a police spokesman.

Wengert's Internal Af-

fairs file shows that he has been investigated at least five times since 2006. In each of those cases, he was either exonerated or it was determined that a complaint against him was unfounded. None involved the falsification of records.

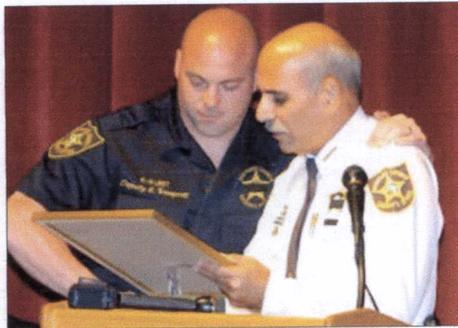
If BSO has an open internal investigation, it is exempt from disclosure under Florida's public-records laws, a BSO spokesman said. Sheriff Al Lamberti declined to comment through a spokesman.

Unleashed is a six-part series that aired nationally in April. The show "is a candid look into the dangerous, yet surprisingly funny world of a K-9 unit — from foot chases and guns to bathroom breaks and dog food runs," according to its Facebook page.

The focus of the show is Wengert, his dog Ball, and his partner, Det. Geoff Brown — who is not under investigation.

"Whether they are chasing down armed carjackers, fleeing drug dealers or tracking down an elusive cat burglar, they are tireless in their efforts to bring suspects to justice while maintaining a sense of humor," the show's publicity says. TLC/Discovery has not said whether more shows will air.

Wengert and Brown also have made several public appearances with Lamberti as he seeks reelection — in-



DECLINED TO COMMENT: Broward Sheriff's Office Deputy Jerry Wengert, left, pictured with Sheriff Al Lamberti, was BSO's employee of the month in May 2008.

cluding at a Coconut Creek restaurant on Nov. 19. Joining them were Deputies Shelunda Cooper and Julianne "Julie" Bower, BSO TV stars from the cast of TLC/Discovery's "Police-women of Broward County." Lamberti formally filed to run again on Oct. 4.

In June, Broward Bulldog reported that Policewomen star Bower was chosen for her role despite her involvement in a departmental scandal while serving under Lamberti's predecessor,

Sheriff Ken Jenne. The scandal centered on falsifying crime statistics in order to make the department and its deputies look good. Specifically, BSO Internal Affairs records state that a May 2004 internal audit found that Bower had "exceptionally cleared" 10 car burglaries by reporting that an unidentified juvenile suspect had confessed to committing those crimes. The audit, however, found the youth was jailed when at least one burglary occurred

"and therefore could not have committed this crime." As a result, Bower was cited in 2007 for failing to meet BSO standards and was docked a day's pay.

Wengert was BSO's employee of the month in May 2008 for catching burglary suspects with his dog, Oozie. Two months later, Oozie, a 7-year-old Belgian Malinois, was shot while helping to catch another suspect.

Broward State Attorney Mike Satz has assigned prosecutor Deborah Zimet

to handle the criminal investigation of Wengert. Zimet is a longtime homicide prosecutor who joined the corruption unit a month ago.

Wengert was officially informed of the state's investigation Aug. 18. "While the investigation is pending, your name will be added to the 'Brady List' maintained by the state attorney's office. At the conclusion of the investigation you will be notified of the results," Assistant State Attorney Donnelly wrote.

The term "Brady List" refers to a list of the names of police officers about whom the state has information that would be favorable to the defense and could be used to impeach an officer's testimony and undermine his credibility. The state has a legal duty to disclose such information.

The Brady List is apparently a recent development at the state attorney's office. "I haven't heard of it, but I'm glad there is one and I want a copy," said Broward Public Defender Howard Finkelstein.

Broward Bulldog has filed a public-records request seeking a copy of the list. "Broward Bulldog is a not-for-profit online only newspaper created to provide local reporting in the public interest." www.browardbulldog.org 954-603-1331.

WITH DIGNITY



IVYNE SLADKY/AP

First Lt. Junior Cordero of Miami, left, and Sgt. Leonard Wilson of Fort Lauderdale fold an American flag during a military funeral Wednesday for homeless veteran Ronald Edward Humphrey, 70, at the South Florida National Cemetery in Lake Worth. Humphrey served in the Army from 1959 to 1962 and was buried through the Dignity Memorial homeless veterans burial program.

POMPANEO BEACH

Man held in shooting of cabby

■ A Pompano Beach man has been charged with attempted murder in the Nov. 18 shooting of a taxicab driver.

BY DANIELLE A. ALVAREZ
Sun Sentinel

A month after surviving a murder attempt inside his taxicab, Williamson Joseph said he's looking into different career options. "It's a very dangerous job. I don't plan to go back to driving," Joseph said during a telephone interview Wednesday.

Earlier Wednesday, the Broward Sheriff's Office announced that a Pompano Beach man had been charged with shooting Joseph.

A cab passenger, Semie Robinson, 30, gratuitously shot Joseph in the back of the head and under his right armpit on Nov. 18, the sheriff's office said.

Robinson was linked to the crime through belongings he left in the back seat of the bloody car, including a partially consumed bottle Mountain Dew. Arrested on Dec. 12, Robinson stands accused of attempted murder and parole violation and is being held at the Broward County Main Jail without bail.

"I am very happy and thankful," Joseph said of Robinson's arrest. "People like that, they should never let them out. He is a very dangerous man."

According to an arrest af-

fidavit filed in the case, Joseph had just started his shift when he was called to the Circle T convenience store at 522 NE Third Ave. in Fort Lauderdale. At the store, Robinson, who was carrying a small cooler bag, entered Joseph's car and asked to be driven to Pompano Beach.

When Joseph arrived at the Pompano Beach destination in the 2900 block of Northwest Seventh Street, Robinson shot him twice without warning or provocation, the affidavit said.

"He just shot me without any question," Joseph said. "I have no idea why ... he didn't ask me for money or nothing."

Joseph, a Margate resident and father of five, said after he was shot, he jumped out of the car and screamed for help. Meanwhile, his shooter became temporarily locked in the back seat of the taxi. After a brief struggle with the door, Robinson was able to get out. He ran away, leaving his cooler bag behind, the affidavit said.

Sheriff's office crime lab investigators later processed the bag's contents, which included a bottle of Mountain Dew and a baseball cap. According to the affidavit, investigators recovered Robinson's DNA from the soda bottle's mouthpiece and lifted his fingerprints from an emblem on the cap.

Robinson was paroled from prison 10 months ago,

the sheriff's office said. His previous charges include armed robbery, attempted arson, manufacturing a fire bomb and aggravated assault, according to state records.

Joseph, who was released from the hospital the day before Thanksgiving, said he is still struggling, both mentally and physically. "I am not doing very well," he said.

HIALEAH

Woman, 81, fights carjacker

BY SARAH ELDER
selder@miamiherald.com

An 81-year-old woman stopped a carjacker by grabbing his shirt and swinging her fists, Hialeah police said.

The woman was protecting her daughter from a man who walked up to the driver's side of their SUV and began beating her with a gun.

The two women and a family friend were backing out of the driveway on their way to a taping of the television show *Sabado Gigante* when a carjacker attacked Teresa Gonzalez, police said.

Before the elderly wom-

an, who was not identified by police, went into action, the carjacker dragged Gonzalez from the truck and kicked her.

Gonzalez ended up with a swollen eye, scratches on her arms and legs, and a large bruise on her back, police said.

The woman's tiny mother then jumped out of the back seat. She reportedly grabbed the man's shirt and started swinging.

The robber fired his gun at the elderly woman but the bullet ricocheted off the ground and shattered a window across the street.

The man jumped into a tan vehicle that was parked

down the street being driven by another male and drove off, but not before the would-be carjacker snatched a purse from the SUV, Hialeah Detective Eddie Rodriguez said.

Mother and daughter reportedly pursued the men but then returned home and reported the attempted robbery to police.

Rodriguez said the carjacker is on the loose and dangerous.

Hialeah police said Wednesday they have no leads in Monday's robbery and ask that anyone with information call the Hialeah Police Department at 305-687-2525.

CITY OF AVENTURA
PUBLIC NOTICE

Notice is hereby given of the City of Aventura's intent to consider on first reading at the City Commission meeting of Tuesday, January 3, 2012 at 6:00 p.m. at the City of Aventura Government Center, 19200 West Country Club Drive, Aventura, Florida, 33180, and to again consider on second and final hearing at the City Commission meeting of Tuesday, February 7, 2012 at 6:00 p.m. at the City of Aventura Government Center, 19200 West Country Club Drive, Aventura, Florida, 33180, a third modification to a Development Agreement originally approved in September 2003 and recorded in Official Records Book 21678 at Page 528 of the Public Records of Miami-Dade County, Florida, in which the following property was identified as the Lots Parcel ("Subject Property"): 18449 NE 28 Court, Aventura, Florida. The modification will extend the term of the agreement for the Subject Property from August 2, 2012 to February 2, 2015 and will modify the uses to include a 138 unit residential building (maximum height 13 stories or 206'10") and a 4 story 25,760 square foot religious facility as approved through Resolution 2011-47. All other aspects of the Development Agreement, as revised, will remain unchanged. A copy of the proposed Third Modification to Development Agreement is available from the Office of the City Clerk, 19200 West Country Club Drive, Aventura, Florida.

Teresa M. Soroka, MMC, City Clerk

NOTICE OF PUBLIC HEARING
CITY OF HALLANDALE BEACH

NOTICE IS HEREBY GIVEN that a Public Hearing will be held by the City Commission of the City of Hallandale Beach, Florida, at approximately 7:15 P.M. on Wednesday, January 4th, 2012 in the City Commission Chambers, located at 400 S. Federal Highway Hallandale Beach, Florida, to consider the following:

A. AN ORDINANCE OF THE CITY OF HALLANDALE BEACH, FLORIDA AMENDING CHAPTER 32, THE ZONING AND LAND DEVELOPMENT CODE, ARTICLE IV DIVISION 17, DEVELOPMENT STANDARDS SIGNS RELATIVE TO PROHIBITED SIGNS, PERMITTED SIGNS, AND NONCONFORMING SIGNS, PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE. (SECOND READING) (THIS ORDINANCE IS A RESULT OF APPLICATION #67-10-TC BY THE CITY OF HALLANDALE BEACH.)

If a person decides to appeal any decision made by the City Commission with respect to any matter considered at the above Public Hearing, he will need a record of the proceedings, and for such purpose, he may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is to be based.

Interested parties may appear at the aforesaid time and place and be heard with respect to the above. The Ordinances may be inspected at the Office of the City Clerk, 400 South Federal Highway, Hallandale Beach, Florida, during normal business hours, 8:00 a.m. to 5:00 p.m., Monday through Friday.

Sheena D. James, City Clerk



CITY OF AVENTURA PUBLIC NOTICE

Public Notice is hereby given that the City of Aventura Local Planning Agency will meet in a public hearing on **Tuesday, January 3, 2012 at 6:00 p.m.** to make a recommendation regarding the adoption of the following Ordinance:

AN ORDINANCE OF THE CITY OF AVENTURA, FLORIDA, APPROVING AN AMENDMENT TO THE DEVELOPMENT AGREEMENT PURSUANT TO CHAPTER 163, F.S., DATED SEPTEMBER 2, 2003, MADE BETWEEN MERCO GROUP AT AVENTURA LANDINGS I, II AND III, INC. AS DEVELOPER AND THE CITY OF AVENTURA, AS AMENDED OCTOBER 5, 2004 AND NOVEMBER 3, 2010, TO MODIFY EXHIBIT 'B' TO THE AGREEMENT AND TO EXTEND THE TERM OF THE AGREEMENT; RELATING TO THE PARCEL OF LAND ZONED RMF4, MULTIFAMILY HIGH DENSITY RESIDENTIAL DISTRICT, LOCATED ON NE 185 STREET AT NE 28 COURT, CITY OF AVENTURA; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

Immediately following the Local Planning Agency meeting, the City Commission of the City of Aventura, as the governing body, will consider, at a public hearing, first reading of the Ordinance and will again consider the above described Ordinance for adoption after second reading on **Tuesday, February 7, 2012 at 6:00 p.m.**

The Public Hearings will be held in the **City Commission Chamber at City of Aventura Government Center, 19200 West Country Club Drive, Aventura, Florida, 33180.** The proposed Ordinance may be inspected by the public at the Office of the City Clerk at the above address. Interested parties may appear at the Public Hearings and be heard with respect to the proposed Ordinance.

In accordance with the Americans with Disabilities Act of 1990, all persons who are disabled and who need special accommodations to participate in this proceeding because of that disability should contact the Office of the City Clerk, (305) 466-8901, not later than two business days prior to such proceedings.

If a person decides to appeal any decision made by the City Commission with respect to any matter considered at a meeting or hearing, that person 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.

Teresa M. Soroka, MMC, City Clerk

MIAMI DAILY BUSINESS REVIEW

Published Daily except Saturday, Sunday and
Legal Holidays
Miami, Miami-Dade County, Florida

STATE OF FLORIDA COUNTY OF MIAMI-DADE:

Before the undersigned authority personally appeared V. PEREZ, who on oath says that he or she is the LEGAL CLERK, Legal Notices of the Miami Daily Business Review f/k/a Miami Review, a daily (except Saturday, Sunday and Legal Holidays) newspaper, published at Miami in Miami-Dade County, Florida; that the attached copy of advertisement, being a Legal Advertisement of Notice in the matter of

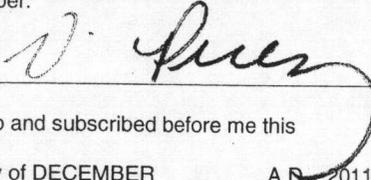
CITY OF AVENTURA LOCAL PLANNING AGENCY
PUBLIC HEARING - JANUARY 3, 2012

in the XXXX Court,
was published in said newspaper in the issues of

12/20/2011

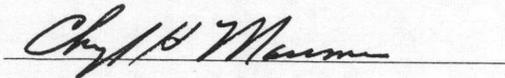
SEE ATTACHED

Affiant further says that the said Miami Daily Business Review is a newspaper published at Miami in said Miami-Dade County, Florida and that the said newspaper has heretofore been continuously published in said Miami-Dade County, Florida, each day (except Saturday, Sunday and Legal Holidays) and has been entered as second class mail matter at the post office in Miami in said Miami-Dade County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.



Sworn to and subscribed before me this

20 day of DECEMBER, A.D. 2011



(SEAL)

V. PEREZ personally known to me

