

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

JULY 10, 2012
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:**
June 5, 2012 Commission Meeting
June 14, 2012 Commission Meeting
June 14, 2012 Workshop Meeting
 - B. CITY COMMISSION, IN ITS CAPACITY AS THE AVENTURA CHARTER OF EXCELLENCE SCHOOL BOARD OF DIRECTORS:**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA AUTHORIZING THE CITY MANAGER TO EXECUTE THE ATTACHED THIRD AMENDMENT TO THE CHARTER SCHOOL CONTRACT FOR THE AVENTURA CITY OF EXCELLENCE SCHOOL BETWEEN THE CITY OF AVENTURA AND THE MIAMI-DADE COUNTY SCHOOL BOARD; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.
 - C. A RESOLUTION OF THE CITY OF AVENTURA, FLORIDA, SUPPORTING THE MIAMI-DADE COUNTY LEAGUE OF CITIES' EFFORTS TO NEGOTIATE A NEW CHARTER**

COUNTY TRANSIT SYSTEM SURTAX INTERLOCAL AGREEMENT ON BEHALF OF THE MUNICIPALITIES IN MIAMI-DADE COUNTY; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

D. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA 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.

E. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA AUTHORIZING THE CITY MANAGER TO EXECUTE THE ATTACHED BASIC SERVICES AGREEMENT BETWEEN THE CITY OF AVENTURA AND PGAL ARCHITECTS TO PERFORM ARCHITECTURAL AND ENGINEERING SERVICES TO 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.

F. MOTION AUTHORIZING THE APPROPRIATION OF UP TO \$39,587 FOR POLICE TRAINING FACILITY BUILD OUT PROJECT, CHANGE ORDER NO. I FROM THE POLICE STATE FORFEITURE FUNDS IN ACCORDANCE WITH THE CITY MANAGER'S MEMORANDUM

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 GRANTING APPROVAL OF A VARIANCE FROM SECTION 31-147(a)(3) OF THE CITY'S LAND DEVELOPMENT REGULATIONS TO ALLOW A 16'8" WIDE SIDE STREET YARD

SETBACK, WHERE A MINIMUM 30' WIDE SIDE STREET YARD SETBACK IS REQUIRED BY CODE; AND GRANTING APPROVAL OF A VARIANCE FROM SECTION 31-147(a)(3) OF THE CITY'S LAND DEVELOPMENT REGULATIONS TO ALLOW A 3' WIDE REAR YARD SETBACK, WHERE A MINIMUM 20' WIDE REAR YARD SETBACK IS REQUIRED BY CODE; FOR THE AVENTURA GOVERNMENT CENTER PARKING GARAGE TO BE LOCATED AT 19200 WEST COUNTRY CLUB DRIVE, CITY OF AVENTURA; PROVIDING FOR AN EFFECTIVE DATE.

7. ORDINANCES: FIRST READING--PUBLIC INPUT:

A. AN ORDINANCE OF THE CITY OF AVENTURA, FLORIDA, AMENDING SECTION 31-144(f) "MEDICAL OFFICE (MO) DISTRICT" OF THE CITY'S LAND DEVELOPMENT REGULATIONS TO ADD "SELF SERVICE STORAGE FACILITIES WITH A MINIMUM LOT AREA OF 1.5 ACRES" AS A CONDITIONAL USE IN THE DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

B. AN ORDINANCE OF THE CITY OF AVENTURA, FLORIDA, AMENDING SECTION 31-238 "ACCESSORY USES" OF THE CITY'S LAND DEVELOPMENT REGULATIONS TO ADD STANDARDS FOR INSTALLATION OF RENEWABLE ENERGY DEVICES AS AN ACCESSORY USE IN ALL ZONING DISTRICTS IN THE CITY; PROVIDING FOR WAIVER PROCEDURE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

C. CITY COMMISSION, ACTING IN ITS CAPACITY AS THE CITY OF AVENTURA CHARTER SCHOOL BOARD OF DIRECTORS:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, AMENDING ORDINANCE NO. 2012-05, WHICH ORDINANCE ADOPTED A CHARTER SCHOOL OPERATING AND CAPITAL BUDGET FOR THE AVENTURA CITY OF EXCELLENCE SCHOOL FOR FISCAL YEAR 2012/2013 (JULY 1 – JUNE 30) BY REVISING THE 2012/2013 FISCAL YEAR BUDGET DOCUMENT AS OUTLINED IN EXHIBIT "A" ATTACHED HERETO; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS ORDINANCE; PROVIDING FOR AN EFFECTIVE DATE.

8. ORDINANCES – SECOND READING – PUBLIC HEARING:

- A. AN ORDINANCE OF THE CITY OF AVENTURA, FLORIDA, AMENDING THE COMPREHENSIVE MASTER PLAN BY AMENDING THE FUTURE LAND USE MAP DESIGNATION FOR PROPERTY LOCATED AT 3250 NE 188 STREET, MORE PARTICULARLY DESCRIBED IN EXHIBIT “A”, FROM BUSINESS AND OFFICE TO MEDIUM HIGH DENSITY RESIDENTIAL; PROVIDING FOR TRANSMITTAL TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY UNDER CHAPTER 163, PART II, FLORIDA STATUTES; AND PROVIDING FOR AN EFFECTIVE DATE.**

- B. AN ORDINANCE OF THE CITY OF AVENTURA, FLORIDA, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF AVENTURA BY AMENDING THE ZONING DESIGNATION FOR A PARCEL OF LAND LOCATED AT 3250 NE 188 STREET AS MORE PARTICULARLY DESCRIBED IN EXHIBIT A, FROM OP, OFFICE PARK DISTRICT TO RMF3B, MULTIFAMILY MEDIUM DENSITY RESIDENTIAL DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.**

9. RESOLUTIONS – PUBLIC HEARING: None.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, ACCEPTING AND ADOPTING IN PRINCIPLE, SUBJECT TO ANNUAL REVISION AND AUTHORIZATION, THE CITY OF AVENTURA CAPITAL IMPROVEMENT PROGRAM DOCUMENT FOR FISCAL YEAR 2012/13 TO 2016/17 AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

10. REPORTS

11. PUBLIC COMMENTS

12. OTHER BUSINESS: None.

13. ADJOURNMENT

SCHEDULE OF FUTURE MEETINGS/EVENTS

COMMISSION MEETING July 19, 2012 9AM 5th FL. EX. CONFERENCE ROOM
WORKSHOP MEETING July 19, 2012 following 9AM mtg. 5th FL. EX. CONFERENCE ROOM

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
JUNE 5, 2012 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 6:02 p.m. Present were Commissioners Zev Auerbach, Bob Diamond, Billy Joel, Michael Stern, Luz Urbaz Weinberg, Vice Mayor Teri Holzberg, Mayor Gottlieb, City Manager Eric M. Soroka, City Clerk Teresa M. Soroka and City Attorney David M. Wolpin. As a quorum was determined to be present, the meeting commenced.

2. PLEDGE OF ALLEGIANCE: Led during LPA.

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

4. SPECIAL PRESENTATIONS: Mr. Soroka presented 15 year employee service awards to: Police Department Employees Sean Bergert, Hans Mastre, Michael Bentolilla and Assistant to the City Clerk Arleen Llanes.

Scholarships were presented to FIU First Generation Award participants by Vice Provost Steve Moll and Mayor Gottlieb.

Certificates were presented to graduates of the Aventura 101 Citizen Academy.

A motion was made by Commissioner Auerbach, seconded by Commissioner Stern and unanimously approved to temporarily adjourn this meeting and reconvene the LPA meeting. This meeting reconvened at 6:55 p.m.

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

- A.** The following minutes were approved:
May 1, 2012 Commission Meeting
May 22, 2012 Commission Meeting
- B.** Resolution No. 2012-22 was adopted:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, AUTHORIZING THE CITY MANAGER ON BEHALF OF THE CITY TO EXECUTE AND OTHERWISE ENTER INTO THE ATTACHED MUTUAL AID AGREEMENT BETWEEN THE CITY OF AVENTURA AND THE TOWN OF BAY HARBOR ISLANDS FOR LAW ENFORCEMENT ACTIVITIES; AUTHORIZING THE CITY MANAGER

TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE

- C. **Resolution No. 2012-23** was adopted as follows:

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

- D. The following motion was approved:

MOTION AUTHORIZING THE APPROPRIATION OF UP TO \$37,000 FOR TASERS AND RELATED EQUIPMENT FROM THE POLICE STATE FORFEITURE FUNDS IN ACCORDANCE WITH THE CITY MANAGER'S MEMORANDUM

- E. The following motion was approved:

MOTION AUTHORIZING THE APPROPRIATION OF UP TO \$17,000 FOR CONFERENCE ROOM MODIFICATION BUILD OUT FROM THE POLICE FEDERAL FORFEITURE FUNDS IN ACCORDANCE WITH THE CITY MANAGER'S MEMORANDUM

- F. **Resolution No. 2012-24** was adopted as follows:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA URGING THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT, THE STATE OF FLORIDA AND THE U.S. CONGRESS TO SUPPORT AND PROVIDE FUNDING FOR THE CENTRAL EVERGLADES PLANNING PROJECT; AND PROVIDING AN EFFECTIVE DATE.

- G. **Resolution No. 2012-25** was adopted as follows:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, SUPPORTING ADOPTION OF COUNTY- WIDE ORDINANCE TO PROHIBIT THE SALE AND DISTRIBUTION OF CANDY FLAVORED TOBACCO PRODUCTS, WHICH ARE COMMONLY MARKETED TO YOUTHS; PROVIDING FOR DISTRIBUTION OF RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

H. **Resolution No. 2012-26** was adopted as follows:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, ESTABLISHING A RANKING OF FIRMS TO PROVIDE THE CITY WITH A LOAN NOT TO EXCEED \$10,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF OBLIGATIONS OF THE CITY TO REFINANCE THE ACQUISITION AND CONSTRUCTION OF VARIOUS CAPITAL IMPROVEMENTS AND TO PAY COSTS AND EXPENSES OF ISSUING SUCH OBLIGATIONS; AUTHORIZING THE CITY MANAGER OF THE CITY OF AVENTURA, FLORIDA OR HIS DESIGNEE ON BEHALF OF SAID CITY TO NEGOTIATE FOR SAID SERVICES; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; 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.

Mr. Wolpin advised that this matter is quasi-judicial in nature, reviewed the procedures and read the following resolution by title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, APPROVING A SIGN VARIANCE FOR JARED THE GALLERIA OF JEWELRY STORE ON PROPERTY LOCATED AT 19001 BISCAYNE BOULEVARD, CITY OF AVENTURA; PROVIDING AN EFFECTIVE DATE.

After being sworn in by Mrs. Soroka with all other interested parties wishing to offer testimony, Community Development Director Joanne Carr addressed the Commission and entered the staff report into the record. A motion for approval was offered by Vice Mayor Holzberg and seconded by Commissioner Auerbach. Mayor Gottlieb opened the public hearing. Gary Nesbitt, Esq., and Paul Wolenski, Sterling Jewelers, representing the applicant, addressed the Commission. There being no further speakers, the public hearing was closed. The motion for approval passed unanimously and **Resolution No. 2012-27** was adopted.

8. **ORDINANCES: FIRST READING/PUBLIC HEARING:**

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

AN ORDINANCE OF THE CITY OF AVENTURA, FLORIDA, AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$10,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF OBLIGATIONS OF THE CITY TO REFINANCE THE ACQUISITION AND CONSTRUCTION OF VARIOUS CAPITAL IMPROVEMENTS AND TO PAY COSTS AND EXPENSES OF ISSUING SUCH OBLIGATIONS; PROVIDING FOR A COVENANT TO BUDGET AND APPROPRIATE LEGALLY AVAILABLE NON-AD VALOREM FUNDS EACH YEAR TO PAY THE PRINCIPAL OF, REDEMPTION PREMIUM, IF ANY, AND INTEREST ON THE OBLIGATIONS; PROVIDING FOR THE RIGHTS OF THE HOLDERS OF SUCH OBLIGATIONS; PROVIDING SEVERABILITY AND AN EFFECTIVE DATE.

A motion for approval was offered by Commissioner Joel and seconded by Commissioner Auerbach. 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.

B. Mr. Wolpin read the following ordinances by title;

AN ORDINANCE OF THE CITY OF AVENTURA, FLORIDA, AMENDING THE COMPREHENSIVE MASTER PLAN BY AMENDING THE FUTURE LAND USE MAP DESIGNATION FOR PROPERTY LOCATED AT 3250 NE 188 STREET, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", FROM BUSINESS AND OFFICE TO MEDIUM HIGH DENSITY RESIDENTIAL; PROVIDING FOR TRANSMITTAL TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY UNDER CHAPTER 163, PART II, FLORIDA STATUTES; AND PROVIDING FOR AN EFFECTIVE DATE.

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

AN ORDINANCE OF THE CITY OF AVENTURA, FLORIDA, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF AVENTURA BY AMENDING THE ZONING DESIGNATION FOR A PARCEL OF LAND LOCATED AT 3250 NE 188 STREET AS MORE PARTICULARLY DESCRIBED IN EXHIBIT A, FROM OP, OFFICE PARK DISTRICT TO RMF3B, MULTIFAMILY MEDIUM DENSITY RESIDENTIAL DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

A motion for approval of Item 8B, including the incorporation by reference into this hearing of all amendments and testimony, written and verbal, relative to this

item given at the preceding Local Planning Agency meeting was offered by Commissioner Stern, and seconded by Vice Mayor Holzberg. Mayor Gottlieb opened the public hearing. There being no speakers, the public hearing was closed. The motion for approval passed unanimously by roll call vote.

A motion for approval of Item 8C, including the incorporation by reference into this hearing of all amendments and testimony, written and verbal, relative to this item given at the preceding Local Planning Agency meeting was offered by Commissioner Weinberg 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.

9. **ORDINANCES: SECOND READING/PUBLIC HEARING:** None.
10. **RESOLUTIONS – PUBLIC HEARING:** None.
11. **REPORTS:** As presented.
12. **PUBLIC COMMENTS:** Raya Elias-Pushett and Sheree Losos, representing Krop High School; former Senator Ron Silver; Rosa Naccarato, Admirals Port; Ellen Elias.
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 7:34 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
June 14, 2011 9 a.m.

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

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

2. **RESOLUTION – PUBLIC HEARING:** Mr. Wolpin read the following resolution by title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA ACCEPTING THE PROPOSAL OF SUNTRUST BANK TO PROVIDE THE CITY WITH A LOAN IN A NOT TO EXCEED PRINCIPAL AMOUNT OF \$9,885,000 TO REFINANCE THE COSTS OF ACQUISITION AND CONSTRUCTION OF VARIOUS CAPITAL IMPROVEMENTS AND TO PAY COSTS AND EXPENSES OF ISSUING SUCH DEBT; APPROVING THE FORM OF, AND AUTHORIZING THE EXECUTION AND DELIVERY OF, A LOAN AGREEMENT, INCLUDING A PROMISSORY NOTE ATTACHED THERETO IN ORDER TO EVIDENCE SAID LOAN; AUTHORIZING THE REPAYMENT OF THE SERIES 2012 NOTE UNDER THE LOAN AGREEMENT ONLY FROM NON-AD VALOREM FUNDS APPROPRIATED FOR SUCH PURPOSE; DELEGATING CERTAIN AUTHORITY TO THE CITY MANAGER AND CITY CLERK; AUTHORIZING THE EXECUTION AND DELIVERY OF OTHER DOCUMENTS IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE.

A motion for approval was offered by Commissioner Joel and seconded by Vice Mayor Holzberg. Mayor Gottlieb opened the public hearing. There being no speakers, the public hearing was closed. The motion for approval passed unanimously by roll call vote and **Resolution No. 2012-28** was adopted.

3. **ORDINANCE: SECOND READING – PUBLIC HEARING:** Mr. Wolpin read the following ordinance by title:

AN ORDINANCE OF THE CITY OF AVENTURA, FLORIDA, AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$10,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF OBLIGATIONS OF THE CITY TO REFINANCE THE ACQUISITION AND CONSTRUCTION OF VARIOUS CAPITAL IMPROVEMENTS AND TO PAY COSTS AND EXPENSES OF ISSUING SUCH OBLIGATIONS; PROVIDING FOR A COVENANT TO BUDGET AND APPROPRIATE LEGALLY AVAILABLE NON-AD VALOREM FUNDS EACH

YEAR TO PAY THE PRINCIPAL OF, REDEMPTION PREMIUM, IF ANY, AND INTEREST ON THE OBLIGATIONS; PROVIDING FOR THE RIGHTS OF THE HOLDERS OF SUCH OBLIGATIONS; PROVIDING SEVERABILITY AND AN EFFECTIVE DATE.

A motion for approval was offered by Commissioner Diamond and seconded by Commissioner Auerbach. 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. 2012-06** was enacted.

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 9:07 a.m.

Teresa M. Soroka, MMC, City Clerk

Approved by the Commission July 10, 2012.

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
JUNE 14, 2012
Following 9am Special Meeting

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

CALL TO ORDER/ROLL CALL: The meeting was called to order at 9:07 a.m. by Mayor Susan Gottlieb. Present were Commissioners Zev Auerbach, Bob Diamond, Billy Joel, Luz Urbaz Weinberg, Vice Mayor Teri Holzberg, Mayor Gottlieb, City Manager Eric M. Soroka, City Clerk M. Teresa Soroka and City Attorney David M. Wolpin. Commissioner Michael Stern was absent. As a quorum was determined to be present, the meeting commenced.

1. **OVERVIEW OF AACC 2011/12 SEASON (City Manager):** Arts and Cultural Center Department Director Steve Clark and representatives from PACA reviewed the past season and tentative events for the 2012/13 season. Mr. Soroka advised that the City's agreement with PACA would be expiring in the very near future.

CITY MANAGER SUMMARY: Consensus to extend PACA agreement.

2. **CAPITAL IMPROVEMENT PROGRAM 2012-2017 (City Manager):** Mr. Soroka presented a powerpoint presentation and reviewed the proposed 2012/2017 CIP. He provided a summary of the major revisions and the 2012/13 highlights.

CITY MANAGER SUMMARY: Consensus to proceed with approval at July Commission meeting.

3. **COMMUNITY SERVICES ADVISORY BOARD REAPPOINTMENTS (City Manager):** Mr. Soroka advised that the terms of the current Board have expired.

CITY MANAGER SUMMARY: Consensus to advertise for interested applicants.

Mr. Soroka advised that there would be a reorganization of the School Administration which would require a budget amendment at the next Commission meeting. Consensus to approve.

4. **ADJOURNMENT:** There being no further business to come before the Commission at this time, the meeting adjourned at 10:20 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: June 29, 2012

SUBJECT: **Resolution Authorizing Execution of Third Amendment to the Existing Charter School Contract to Increase School Enrollment**

July 10, 2012 City Commission Meeting Agenda Item 5-B

RECOMMENDATION

It is recommended that the City Commission adopt the attached Resolution authorizing the execution of the Third Amendment to the existing Charter School Contract with the Miami Dade County School Board (MDCPSB) to provide for the enrollment of the school to be increased from 972 to 1032 students over the next four years.

BACKGROUND

In February of this year of this year, the City Commission acting in their capacity as the School's Governing Board authorized the Administration, based on Resolution No. 2012-08, to pursue increasing the school enrollment at Aventura City of Excellence School (ACES) as follows:

<u>Year</u>	<u>School Enrollment</u>	<u>Class Increase</u>
2012/13	984	Fourth Grade -12
2013/14	996	Fifth Grade - 12
2014/15	1008	Sixth Grade - 12
2015/16	1020	Seventh Grade - 12
2016/17	1032	Eighth Grade - 12

Based on recent discussions with ACES Principal and careful consideration, it was determined that it is in best interest of the school and its educational programs to increase the fourth grade by twelve (12) students beginning in the 2012/13 school year. As the additional students move up in grade, this will also increase each grade by twelve (12) students over the next four years.

The additional students will increase the enrollment at fourth through eighth grade over the next five years from 108 to 120 students. The revenue generated by the additional students in the first year would be approximately \$72,000. This amount would offset the cost one additional teacher and supplies for the students.

This additional teacher will make it possible to departmentalize the fourth grade team. Departmentalizing allows teachers to focus on one to two content areas with specialization. This enables them to become experts in their content area rather than generalist teaching all subjects. The Next Generation Sunshine State Standards being assessed this year in reading, math and science require an increased depth of knowledge. Additionally next year the FCAT Writes for fourth grade will require students to meet additional standards. Specific scoring rubrics are being developed by the Florida Department of Education. The rubrics will be customized to evaluate the writer's skill in responding to the writing task.

Although State Statues allows ACES, which has been designated as a high-performing charter school, to increase its student enrollment once per school year by up to 15%, the MDCPSB requires our current charter contract be amended to reflect the change and their approval.

The request was presented to the Charter School Contract Review Committee for consideration and recommended to the Superintendent of Schools, who in turn presents it to the School Board. The Miami Dade County School Board will vote on the amendment at their July Meeting.

The major points of the amendment are as follows:

- Updates all pertinent sections that were revised by State Statue since the passage of the last amendment to the contract in 2008.
- Increases the school capacity from 972 to 1032 students over the next five years.
- The remainder of the Amendment contains the previous provisions adopted in the original Contract and the first and second Amendments.

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

EMS/

Attachment

1 CHARTER SCHOOL CONTRACT

2
3 BETWEEN

4
5 THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

6
7 AND

8
9 THE CITY OF AVENTURA, FLORIDA

10 ON BEHALF OF

11 AVENTURA CITY OF EXCELLENCE CHARTER SCHOOL

12
13 (Third Amendment to the Contractual Agreement)

14
15 _____
16 **History:**

17
18 Application: December 12, 2001

19 Contract: April 18, 2002 [(1) proposed site; and (3) charter school contractual
20 agreement.]

21 1st Amendment: July 15, 2004 [To (1) change the school's name from Aventura Charter
22 Elementary School to Aventura City of Excellence Charter School; (2)
23 increase the grade level configuration from K-5 to K-8; and (3) increase
24 the enrollment from 600 students to a maximum capacity of 900 students,
25 commencing with the 2005-2006 school year.]

26 CRC: April 9, 2008

27 2nd Amendment: June 18, 2008 (To increase the enrollment from 900 students to a
28 maximum capacity of 972 students, commencing with the 2009-2010
29 school year.)

30 3rd Amendment: June 14, 2012 [To increase enrollment such as, (a) 2012-2013, Max. 984
31 students; (b) 2013-2014, Max. 996 students; (c) 2014-2015, Max. 1,008
32 students; (d) 2015-2016, Max. 1,020 students; and (e) 2016-2018, Max.
33 1,032 students.]

34 Bp012412

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THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA
AVENTURA CITY OF EXCELLENCE CHARTER SCHOOL
THIRD AMENDMENT TO THE CHARTER SCHOOL STANDARD CONTRACT

Table of Contents

6	SECTION 1: GENERAL PROVISIONS.....	1
7	A) Approved Application.....	1
8	B) Term	1
9	1) Term	1
10	2) Start-Up Date/School Calendar	1
11	3) Charter Modification	2
12	4) Charter Renewal	2
13	C) Educational Program and Curriculum.....	3
14	1) General	3
15	D) Non-Renewal/Cancellation and Termination	4
16	1) Reasons for Termination/Non-Renewal	4
17	2) “Good Cause”	4
18	3) Additional “Good Cause” for Non-Renewal/Termination	6
19	4) Non-Renewal/90-day Termination	8
20	E) Immediate Termination	9
21	1) Student Health, Safety or Welfare	9
22	2) Sponsor Notification Responsibilities	9
23	3) Operation of the School.....	9
24	4) Appeal.....	9
25	5) School Access and Documentation Responsibilities.....	9
26	6) Removal of Funds or Property	9
27	7) Disbursement of Funds.....	10
28	8) Employees of the School.....	10
29	F) Post-Termination.....	10
30	1) School Responsibilities	10
31	2) School Furniture, Fixtures, Equipment, and Funds.....	10
32	3) School Debt	10
33	4) Unencumbered Funds.....	10

34	5) Final Audit.....	11
35	G) School Election to Terminate or Non-renew	11
36	SECTION 2: ACADEMIC ACCOUNTABILITY.....	11
37	A) Student Performance: Assessment and Evaluation	11
38	1) Initial Year.....	11
39	2) Annual	12
40	3) Termination Based on School Grade.....	14
41	4) Textbook Inventory	15
42	B) Student Promotion	15
43	1) Student Progression Plan.....	15
44	2) Graduation Requirements.....	15
45	3) Accreditation	15
46	4) Other Assessment Tools	16
47	C) Data Access and Use.....	16
48	1) Access to Facilities, Records, and Data.....	16
49	2) Sponsor Use of Required Assessment Data.....	16
50	3) Acceptable Use Policy.....	16
51	SECTION 3: STUDENTS.....	17
52	A) Eligible Students.....	17
53	B) Grades Served.....	17
54	C) Class Size.....	17
55	D) Annual Projected Enrollment.....	17
56	1) Student Enrollment.....	17
57	2) High Performing Charter Schools	17
58	3) Minimum Enrollment Requirements.....	17
59	4) Deferred Opening and Student Enrollment	17
60	5) Required Instructional Minutes	18
61	6) Enrollment Capacity	18
62	E) Admissions and Enrollment Plan.....	18
63	1) Provision of School Information	18
64	2) Enrollment Consent.....	18
65	3) Record of Application and Enrollment.....	19
66	4) Enrollment Lottery and Wait List Documentation	19
67	5) Student Information.....	19

68	F) Maintenance of Student Records	19
69	1) Student Records.....	19
70	2) Transfer of Student Cumulative Records	19
71	3) Transfer of Student Cumulative Records Upon School Termination.....	19
72	4) Transmittal of Educational Records	20
73	G) Exceptional Student Education	20
74	1) Non-Discrimination	20
75	2) Sponsor Responsibilities	20
76	3) School Responsibilities	21
77	4) Services Covered by the Administrative Fee.....	22
78	5) Due Process Hearing	22
79	6) Reimbursement for Services.....	23
80	H) Dismissal Policies and Procedures.....	23
81	1) Involuntary Student Withdrawal	23
82	2) Student Expulsion.....	23
83	3) Voluntary Student Withdrawal.....	24
84	I) Discipline	24
85	1) Learning Environment.....	24
86	2) Corporal Punishment	24
87	3) Legal Costs	24
88	J) English Language Learners	24
89	SECTION 4: FINANCIAL ACCOUNTABILITY.....	25
90	A) Revenue.....	25
91	1) Basis for Funding	24
92	2) Federal Funding.....	27
93	3) Charter School Capital Outlay Funds.....	31
94	B) Administrative Fee	31
95	1) Allowable Withholding	31
96	2) Capital Outlay.....	31
97	3) Sponsor Use of Administrative Fee.....	31
98	4) Access to Optional Sponsor Services	32
99	5) Provision of School Lunches.....	32
100	C) Restriction on Charging Tuition.....	32
101	D) Allowable Student Fee	32

102	1) Use of Student Fees	32
103	2) Fee Schedule.....	32
104	3) Student Fee Documentation.....	32
105	E) Budget.....	32
106	1) Annual	32
107	2) Amended Budget.....	33
108	F) Financial Records, Reports and Monitoring.....	33
109	1) Maintenance of Financial Records	33
110	2) Financial and Program Cost Accounting and Reporting	33
111	3) Financial Reports.....	33
112	4) School’s Fiscal Year.....	35
113	5) Financial Recovery/Corrective Plan.....	35
114	6) Submission Process	36
115	7) Additional Monitoring.....	36
116	G) Financial Management of Schools.....	36
117	1) Financial Management and Oversight Responsibilities	36
118	2) Taxes and Bonds.....	37
119	3) Additional Financial Requirements.....	37
120	4) Utilization of the Sponsor.....	37
121	5) Bank Transfer Information	37
122	H) Description of Internal Audit Procedure.....	37
123	SECTION 5: FACILITIES.....	37
124	A) Prior Notification	37
125	1) Deadline to Secure Facility.....	37
126	2) Deadline to submit zoning approvals and Certificate of Occupancy.....	38
127	3) Facility Inspections.....	38
128	4) District Inspection of Facility	38
129	B) Compliance with Building and Zoning/Requirements.....	38
130	1) Florida Building Code	38
131	2) Florida Fire Prevention Code	38
132	3) Applicable Laws.....	38
133	4) Capacity of Facility	40
134	5) Leased Facilities	40
135	6) Emergencies	40

136	C) Location	41
137	1) School's Street Address.....	41
138	2) Temporary Facility (if applicable).....	41
139	3) Relocation.....	41
140	4) Additional Campuses or Facilities (if applicable)	41
141	D) Prohibition to Affix Religious Symbols	41
142	SECTION 6: TRANSPORTATION.....	41
143	A) Cooperation Between Sponsor and School	41
144	B) Reasonable Distance.....	41
145	C) Compliance with Safety Requirements	41
146	D) Fees	41
147	E) Private Transportation Agreement.....	42
148	F) Reimbursement for School Provided Transportation.....	42
149	SECTION 7: INSURANCE AND INDEMNIFICATION	42
150	A) Indemnification of Sponsor	42
151	1) Indemnification for Professional Liability	42
152	2) Notification of Third Party Claim, Demand, or Other Action.....	42
153	3) Indemnity Obligations	43
154	B) Indemnification of School.....	43
155	C) Sovereign Immunity.....	43
156	D) Acceptable Insurers	44
157	1) Acceptable Insurance Providers	44
158	2) Insurance Provider Compliance.....	44
159	3) Minimum Insurance Requirements.....	44
160	E) Commercial and General Liability Insurance.....	44
161	1) Liabilities Required	44
162	2) Minimum Limits.....	45
163	3) Deductible/Retention	45
164	4) Occurrence/Claims	45
165	5) Additional Insureds	45
166	F) Automobile Liability Insurance	45
167	1) Coverage	45
168	2) Occurrence/Claims and Minimum Limits	45
169	G) Workers' Compensation/Employers' Liability Insurance	45

170	1) Coverage.....	45
171	2) Minimum Limits.....	46
172	H) School Leader’s Errors and Omissions Liability Insurance.....	46
173	1) Form of Coverage.....	46
174	2) Coverage Limits.....	46
175	3) Occurrence/Claims.....	46
176	I) Property Insurance.....	46
177	1) Structure Requirements.....	47
178	2) Additional Requirements.....	47
179	3) Business Personal Property Insurance.....	47
180	J) Applicable to All Coverage.....	47
181	1) Other Coverage.....	47
182	2) Deductibles/Retention.....	47
183	3) Liability and Remedies.....	47
184	4) Subcontractors.....	48
185	5) Default Upon Non-Compliance.....	48
186	SECTION 8: GOVERNANCE.....	48
187	A) Public or Private Employer.....	48
188	B) Governing Board Responsibilities.....	48
189	1) Non-Profit Status.....	48
190	2) Organizational Plan.....	49
191	3) Organizational Composition.....	49
192	4) School Operations.....	49
193	5) Accountability.....	49
194	6) School Policy and Decision Making.....	49
195	7) School Employee Supervision.....	49
196	8) Educational Excellence School Advisory Council.....	49
197	9) Continuity of School Governance.....	50
198	10) School Fiscal Agent.....	50
199	11) Eligible Members of the Governing Body.....	50
200	12) Governing Board Compensation.....	50
201	13) School/Parent Contract.....	50
202	14) Governing Board Reporting.....	50
203	15) Governance Training.....	51

204	16) Employment of Relatives	51
205	C) Public Records.....	51
206	D) Reasonable Access to Records by Sponsor	51
207	E) Sunshine Law.....	51
208	F) Reasonable Notice of Governing Board Meetings.....	51
209	1) Notice of Governing Board Meetings	51
210	2) Governing Board Meeting Requirements.....	52
211	G) Identification of Governing Board Members	52
212	1) Parent Membership.....	52
213	2) Parent Involvement Designee.....	52
214	3) Governing Board Member Eligibility and Clearance.....	53
215	SECTION 9: EDUCATION SERVICE PROVIDER.....	52
216	A) Education Service Provider Agreement.....	53
217	1) School Use of ESP Services.....	53
218	2) Submission of ESP Agreement.....	54
219	3) Amendments to ESP Contract	54
220	4) ESP Contract Amendments	54
221	5) Change of ESP.....	54
222	SECTION 10: HUMAN RESOURCES	53
223	A) Hiring Practices.....	54
224	1) Reporting Staffing Changes	55
225	2) Non-Discriminatory Employment Practices.....	55
226	3) Teacher Certification and Highly Qualified	55
227	4) Fingerprinting and Background Screening.....	56
228	B) Employment Practices	57
229	1) Statutory Prohibition and Required Disclosure re Hiring of Relatives	57
230	2) Self Reporting of Arrests.....	57
231	3) Standards of Behavior	57
232	4) Code of Ethics	57
233	5) Personnel Policy	58
234	6) Collective Bargaining.....	58
235	7) Immigration Status	58
236	8) Employee Discipline	58
237	9) Employee Evaluation.....	58

238	C) Sponsor Training of School’s Employees.....	58
239	1) Participation and Cost for Training Activities.....	58
240	SECTION 11: REQUIRED REPORTS/DOCUMENTS.....	58
241	SECTION 12: MISCELLANEOUS PROVISIONS	58
242	A) Impossibility	59
243	B) Notice of Claim	59
244	1) Time to Submit.....	59
245	2) Notification of Cancellation	59
246	3) Renewal/Replacement	59
247	C) Drug-Free Workplace.....	59
248	D) Entire Agreement.....	59
249	E) No Assignment.....	59
250	F) No Waiver.....	60
251	G) Default.....	60
252	H) Survival Including Post-Termination	60
253	I) Severability.....	60
254	J) Third Party Beneficiary	60
255	K) Choice of Laws	60
256	L) Notice.....	60
257	M) Authority.....	61
258	N) Conflict/Dispute Resolution.....	61
259	1) Contractual Conflicts.....	61
260	2) School Stakeholder Conflicts	62
261	3) Contractual Priority	62
262	O) Citations.....	62
263	P) Headings	62
264	Q) M-DCPS Police.....	62
265		
266		
267		
268		
269		
270		
271		
272		

273
274
275
276
277
278
279
280
281
282
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1 **THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA**
2 **THIRD AMENDMENT TO THE CHARTER SCHOOL STANDARD CONTRACT**

3
4 **SECTION 1: GENERAL PROVISIONS**

5 This THIRD AMENDMENT to the Charter School Contract (“Contract”) entered into as of the
6 ___ day of July, 2012, between The School Board of Miami-Dade County, Florida, (“*Sponsor*”),
7 and The City of Aventura, Florida, a municipal corporation organized under Chapter 617,
8 Florida Statutes, (“*Corporation*”), on behalf of Aventura City of Excellence Charter School
9 (“*School*”).

10 **A) Approved Application:** The application approved by the School Board on December
11 12, 2001 (elementary application) and July 14, 2004 (middle school application) is
12 attached as Appendix A. All attached appendices are incorporated and made a part of the
13 Standard Contract. The mission of the School is to provide the residents of the City of
14 Aventura an education choice for their children within the city limits while alleviating
15 some of the county's growing educational needs. The School will serve up to 1,032
16 students, grades kindergarten through eight. This School will: provide students with a
17 challenging, personalized learning experience that ensures the highest measure of
18 intellectual potential and an increased sense of self-esteem. Students will improve their
19 academic achievement, motivation, discipline and self-control through a program
20 utilizing integrated experiential learning, critical thinking skills, modern languages,
21 recreational and athletics activities, life skills and technology. The School will have as its
22 core philosophy the belief that all children can develop as intellectual learners, function
23 as good citizens, learn as individuals in our society and develop as actual or potential
24 workers in our community. Students can be academically successful with all subjects,
25 contributing to their intellectual development. The School values the traditional
26 classroom teacher and the role the family plays in impacting students, and places strong
27 emphasis on the value of new information and technologies to enhance the development
28 of the individual strengths of each student. The School places emphasis on identifying

1 students' learning styles and developing strategies that enables students to succeed. The
2 synergy of the low staff-pupil ratio, the goal oriented curriculum, and the preparation and
3 teaching experience of the selected staff will provide a high level of consistency between
4 the mission and the educational program.

5 **B) Term**

6 1) **Term:** The term shall cover fifteen (15) years commencing on the first day of
7 school in the 2003-2004 school year, and ending on June 30, 2018. The Sponsor
8 and School initially entered into a Charter School Contract on April 18, 2002,
9 (“Contract”) that was amended on July 15, 2004 and May 22, 2008. The term of
10 a high performing charter school, as defined by § 1002.33 F.S., shall be modified
11 if the School receives a school grade of “C” or below in any two years during the
12 term of the charter.

13 **2) Start-Up Date/School Calendar**

14 a) In its sole discretion, the Sponsor may grant a one-year deferral from the
15 initial opening date as stated in the approved Application (Appendix A),
16 so that the School may postpone the opening for one school year. If a
17 deferral is granted, the term of this Contract will be adjusted to reflect
18 cancellation of one year of the term. If the School is granted the deferral
19 but does not open, this Contract will be automatically rescinded with no
20 notice or further action required of the Sponsor.

21 b) The School’s calendar shall be consistent with the beginning of the
22 Sponsor’s public school calendar for each school year. The School shall
23 provide instruction for at least the number of days and the minimum
24 number of instructional minutes required by law for other public schools.
25 Instructional days beyond the minimum must be reviewed and approved
26 by the Sponsor prior to implementation. After the School’s calendar is
27 approved, any subsequent modification must be approved by the Sponsor
28 prior to implementation. Violation of this provision may result in
29 withholding FTE without interest, and/or termination of Contract.

30 c) **Deadline for Submission of Pre-Opening Checklist Items:** No later
31 than thirty (30) days prior to the initial use of the facility by the school, the

1 school shall have an approved contract and provide evidence of all
2 necessary permits, licensing, zoning, use approval, facility certification
3 and other approvals required by the local government. Failure to comply
4 shall result in automatic rescission of the Contract with no notice or
5 further action required of the Sponsor.

6 **3) Charter Modification:** This Contract, regardless of the School's high-
7 performing designation, may not be modified unless approved by both parties in
8 writing pursuant to School Board Policy 9800, *Charter Schools*. Unilateral
9 modification of this Contract in any way is a breach of the Contract and the
10 Contract may be terminated. Whenever a contract is amended, it shall be updated
11 to comply with current School Board policies and standard contract.

12 **4) Charter Renewal**

13 a) Prior to renewal of this charter, the Sponsor shall perform a program
14 review to determine the level of success of the school's current academic
15 program, achievement of the goals and objectives required by state
16 accountability standards and successful accomplishment of the criteria
17 under §1002.33(7)(a), F.S., the viability of the organization, compliance
18 with the terms of the charter, and that none of the statutory grounds for
19 nonrenewal exist.

20 b) Any charter school seeking renewal shall complete a charter renewal
21 application and the sponsor's renewal process. The application shall
22 include documentation for the items listed above.

23 c) If the School is eligible, this Contract may be renewed for up to an
24 additional fifteen (15) years by mutual agreement of the parties and upon the
25 terms and conditions established by Fla. Stat. § 1002.33(7), (8), for such
26 renewals Upon approval, the contract will be renewed following the contract
27 negotiation process in the current School Board policies and standard
28 contract.

29 **C) Educational Program and Curriculum:** The School shall implement the educational
30 program and curriculum as described in the approved application in Section 3:
31 Educational Program Design. (Appendix A)

1 **1) General**

2 a) The School shall implement its educational and related programs as
3 specified in the School’s approved application (Appendix A), including
4 the School’s curriculum, the instructional methods, any distinctive
5 instructional techniques to be used, and the identification and acquisition
6 of appropriate technologies needed to improve educational and
7 administrative performance, which include a means for promoting safe,
8 ethical, and appropriate uses of technology which comply with legal and
9 professional standards. The School shall ensure that reading is a primary
10 focus of the curriculum and that resources are provided to identify and
11 provide specialized instruction for students who are reading below grade
12 level. Further, the curriculum and instructional strategies for reading shall
13 be consistent with applicable State and Federal Standards and grounded in
14 scientifically-based reading research. Updates, revisions, and/or changes
15 to the curriculum programs described in the application and as requested
16 by the Sponsor as a condition of the application’s approval are
17 incorporated as part of the approved application included as Appendix A.
18 Any request to change the School’s curriculum must be submitted to the
19 Sponsor in writing, comply with all applicable laws and be approved by
20 the Sponsor before the changes are implemented.

21 b) The School will adopt and implement with fidelity, the Sponsor’s K-12
22 Comprehensive Research-Based Reading Plan (CRRP), § 1011.62, F.S.
23 and Rule 6A-6.053, F.A.C., including all instructional materials, unless it
24 has chosen to use an alternate research-based core reading plan. If
25 applicable, the School’s adopted research-based core reading plan is
26 attached as Appendix D.

27 **D) Non-Renewal/Cancellation and Termination**

28 This Contract may be cancelled or terminated during its term for any reason set forth in
29 state law and this Contract. Notices of non-compliance, termination, cancellation and
30 default may be issued by the Sponsor’s Superintendent or the Superintendent’s designee.

31 **1) Reasons for Termination/Non-Renewal:** The Sponsor may choose to terminate

1 the Contract during its term or not renew the Contract at the end of the current
2 term, for any of the following reasons:

- 3 a) failure to participate in the state's education accountability system created
4 in Fla. Stat. § 1008.31, as required in this section, or failure to meet the
5 requirements for student performance stated in the Charter;
- 6 b) failure to meet generally accepted standards of fiscal management;
- 7 c) violation of law;
- 8 d) other good cause shown, including but not limited to, those defined in this
9 Contract;
- 10 e) failure to make sufficient progress in attaining the student achievement
11 objectives of the charter and it is not likely that such objectives can be
12 achieved before expiration of the charter, and/or
- 13 f) failure to correct any material deficiency(ies) of which the Sponsor has
14 notified the School either in the termination notice or in a separate prior
15 notice of non-compliance.

16 2) **“Good Cause”**: “Good cause” for non-renewal or termination includes, but is not
17 limited to, the following:

- 18 a) failure to implement a reading curriculum that is consistent with effective
19 teaching strategies grounded in scientifically-based reading research, and
20 approved by the Florida Department of Education;
- 21 b) substantially inadequate student performance;
- 22 c) receiving a grade of “F” in any two years;
- 23 d) the school or its representatives are found to have committed a material
24 fraud on the Sponsor or made a material misrepresentation, either willfully
25 or recklessly, in the application or this contract.;
- 26 e) failure to timely submit or implement a Corrective Action Plan, a
27 Financial Recovery Plan, or periodic reports specified in the plans and
28 required by the Sponsor, the State Commissioner of Education or the State
29 Board of Education;
- 30 f) failure to follow, implement or make progress toward the mission of the
31 School as stated in the Application and this Contract;

- 1 g) failure to deliver the instructional programs or curricula identified in the
2 application;
- 3 h) failure to make contributions to the Florida Retirement System if the
4 school has elected to be part of the FRS;
- 5 i) having substantial debt or delinquency in payments;
- 6 j) the School files for bankruptcy, is adjudicated bankrupt or insolvent, or is
7 so financially impaired that the school cannot continue to operate and/or is
8 no longer economically viable;
- 9 k) failure to have an annual audit that complies with the requirements
10 specified in this Contract or to timely submit required financial reports;
- 11 l) failure to meet generally accepted accounting principles;
- 12 m) willfully or recklessly fails to manage public funds according to the law
- 13 n) failure to comply with maximum class size restrictions as required by law;
- 14 o) failure to maintain insurance coverage as required by this Contract;
- 15 p) failure to provide the sponsor with access to records;
- 16 q) violation of any court order;
- 17 r) criminal conviction on matters regarding the charter school by either the
18 charter school's governing board, its members, collectively or
19 individually, or by the management company contracted by the charter
20 school;
- 21 s) receiving a determination of financial emergency, pursuant to § 218.503,
22 F.S.;
- 23 t)
- 24 u) improper student admissions and/or withdrawal practices;
- 25 **3) Additional "Good Cause" for Non-Renewal/Termination:** "Good cause" also
26 includes any material breach or violation of the standards, requirements, or
27 procedures of this Contract, including but not limited to:
- 28 a) failure to timely comply with all financial reports and statements in the
29 format specified by the Sponsor;
- 30 b) violation of the prohibition against School governing board members
31 receiving compensation, directly or indirectly, from the School's

- 1 operations, including but not limited to grant funds;
- 2 c) failure to fulfill all the requirements for highly qualified instructional
- 3 personnel as defined by the No Child Left Behind Act (NCLB);
- 4 d) failure to comply with the timely submission of the annual report to the
- 5 Sponsor;
- 6 e) failure to timely submit the School Improvement Plan to the Sponsor;
- 7 f) failure to participate in all required assessment programs;
- 8 g) failure to allow the Sponsor reasonable access to facilities and records to
- 9 review data sources, including collection and recording procedures;
- 10 h) failure to comply with the education goals established by § 1000.3(5),
- 11 F.S.;
- 12 i) failure to make adequate progress towards the goals and outcomes
- 13 designated in the School Improvement Plan;
- 14 j) failure of secondary charter schools to comply with §§1003.43 and
- 15 1008.25, F.S.;
- 16 k) failure to use records and grade procedures that adequately provide the
- 17 information required by the Sponsor;
- 18 l) failure to provide Special Education (SPED) students and English
- 19 Language Learners (ELL) with programs and services in accordance with
- 20 federal, state and local laws;
- 21 m) failure to obtain proof of consent to enroll each student from the student's
- 22 parent / guardian or from the student, if the student is eighteen (18) years
- 23 of age or older;
- 24 n) failure of the school to comply with the timely submission of the annual
- 25 financial audit as required by §218.39, F.S.;
- 26 o) failure to comply with the Florida Building Code (including chapter 423)
- 27 and the Florida Fire Prevention Code, including reference documents,
- 28 applicable state laws and rules, and federal laws and rules;
- 29 p) failure to comply with all applicable laws, ordinances, and codes of
- 30 federal, state, and local governance including Individuals with Disabilities
- 31 Education Act (IDEA);

- 1 q) failure to obtain all necessary licenses, permits, zoning, use approval,
2 facility certification, and other approvals required for use and continued
3 occupancy of the facility as required by the local government or other
4 governmental agencies, within the timelines specified by the Sponsor;
- 5 r) failure to maintain valid licenses, permits, use approval, facility
6 certification, and any other approval as required by the local government
7 or any other governmental bodies having jurisdiction at any time during
8 the term of this Contract;
- 9 s) violation of §112.311 - 112.326, F.S., Code of Ethics for Public Officers
10 and Employees to the extent that it is applicable to local government
11 agencies because the School is a department of a local government;
- 12 t) violation of School Board Policy 1210, 3210, and 4210, *Standards of*
13 *Ethical Conduct and Code of Ethics* to the extent that it does not conflict
14 with the provision of Chapter 112, as it applies to the School;
- 15 u) violation of School Board Policy 9800, *Charter Schools* (Appendix C);
- 16 v) violation of the Family Educational Rights and Privacy Act (FERPA) (20
17 U.S.C. § 1232g; 34 CFR Part 99); or
- 18 w) any material violation of assessment administration and security
19 procedures.

20 **4) Non-Renewal/90-day Termination**

21 At least ninety (90) days prior to non-renewal or termination of the Contract, the
22 Sponsor shall notify the City Manager in writing. The notice shall state in
23 reasonable detail the grounds for non-renewal or termination.

- 24 a) **Hearing:** Within 14 calendar days after receiving the notice, the City
25 Manager may request an administrative hearing in front of the Florida
26 Division of Administrative Hearings (DOAH) by filing a written request
27 with the School Board Clerk pursuant to School Board Policy 0133,
28 *Quasi-Judicial*. The DOAH hearing will be conducted pursuant to §
29 1002.33, F.S., and Ch. 120, F.S. Following the hearing, the DOAH
30 recommended order shall be submitted to the Sponsor which will adopt a
31 final order. The final order shall state the specific reasons for the

1 Sponsor's decision and provide it to the City Manager no later than then
2 (10) days after issuance.

3 b) The Sponsor may send in financial and/or instructional experts to advise
4 and assist the School in improving the conditions stated in the notice of
5 termination. Failure to cooperate, or failure to significantly improve the
6 noted conditions, shall also constitute good cause for termination.

7 c) The charter school's governing body is deemed to be the last legitimate
8 roster submitted to the Sponsor.

9 d) The decision by the governing board to request a DOAH hearing must be
10 made in a legally advertised public meeting with a quorum present.
11 Minutes or adopted resolution documenting the action must be submitted
12 to the Sponsor with the request for a DOAH hearing and properly posted.

13 e) The City shall continue to operate the school until the Sponsor issues a
14 final order terminating the charter, during which time all provisions of this
15 contract shall remain in effect. The closing date shall be negotiated
16 between the Sponsor and the School.

17 **E) Immediate Termination**

18 1) **Student Health, Safety, or Welfare:** This contract may also be terminated
19 immediately if the Sponsor determines that an immediate and serious danger to
20 the health, safety, or welfare of the charter school's students exists. The
21 Sponsor's determination is subject to procedures in Section D(a), (c), and (d)
22 above except that the charter school must request a DOAH hearing within ten
23 (10) calendar days upon receiving the notice and the hearing may take place after
24 the charter has been terminated.

25 2) **Sponsor Notification Responsibilities:** Upon immediate termination, the
26 Sponsor shall notify the City Manager and principal in writing.

27 3) **Operation of the School:** The Sponsor shall operate the school until the issuance
28 of a final order unless the continued operation of the charter school would
29 materially threaten the health, safety, or welfare of the students.

30 4) **Appeal:** The City Manager may, within ten (10) calendar days after receiving the
31 Sponsor's decision to terminate the Contract, appeal the decision pursuant to law.

- 1 **5) School Access and Documentation Responsibilities:** The School shall
2 immediately give to the Sponsor all keys to the School’s facilities, all security-
3 system access codes and access codes for all computers in the School’s facilities,
4 all student, educational and administrative records of the School, access to the
5 school’s bank accounts and public funds, but specifically excluding funds of the
6 City of Aventura, a governmental entity, storage facilities, all records,
7 information, receipts and documentation for all expenditures of public funds,
8 excluding City of Aventura funds, and including but not limited to federal grants
9 such as Title I and charter school grants, and all public property.
- 10 **6) Removal of Funds or Property:** The school shall not remove any funds or
11 property purchased with either public or private funds until the Sponsor has a
12 reasonable opportunity to determine whether the funds are public or private and
13 whether the property was purchased with public or private funds. Under no
14 circumstances shall the school remove any property or funds prior to the
15 Sponsor’s decision to immediately terminate.
- 16 **7) Disbursement of Funds:** The Sponsor shall only disburse charter school funds in
17 order to pay the normal expenses of the school as they accrue in the ordinary
18 course of school business. The Sponsor is not required to use its own funding
19 resources to pay the School’s debts.
- 20 **8) Employees of the School:** The School’s instructional and operational employees
21 may continue working in the School during the time that the Sponsor operates the
22 School but will not be considered Sponsor employees. The Sponsor reserves the
23 right to take any appropriate personnel action regarding the School’s employees.
- 24 **F) Post-Termination**
- 25 **1) School Responsibilities:** The School shall be dissolved under the provisions of
26 law under which the School was organized. Student records and copies of all
27 administrative, operational, and financial records of the School shall be provided
28 to the Sponsor on the date the termination/non-renewal takes effect.
- 29 **2) School Furniture, Fixtures, Equipment, and Funds:** Any property,
30 improvements, furnishings, and equipment purchased with public funds,
31 excluding City of Aventura funds, shall automatically revert to the Sponsor

1 (subject to any lawful liens and encumbrances). If the School's accounting
2 records fail to clearly establish whether a particular asset was purchased with
3 public funds or non-public funds, then it shall be presumed public funds were
4 used and ownership of the asset shall automatically revert to the Sponsor.
5 Property and assets purchased with public funds shall be defined as those goods
6 purchased with grants and funds provided by a governmental entity but
7 specifically excluding funds of the City of Aventura, a governmental entity.
8 Funds provided by the School and used by a management company to purchase
9 property and assets for the School are considered public funds.

10 **3) School Debt:** The School shall be responsible for all the debts of the School. The
11 Sponsor may not assume the debt from any contracted services made between the
12 governing body of the School, the Management Company, and/or third parties.

13 **4) Unencumbered Funds:** Upon the Sponsor's request, unencumbered public funds
14 from the School excluding City of Aventura funds, any improvements,
15 furnishings, and equipment purchased with public funds, excluding City of
16 Aventura funds, or financial or other records pertaining to the School, in the
17 possession of any person, entity, or holding company other than the School, shall
18 be held in trust until any appeal status is resolved.

19 **5) Final Audit:** During the fiscal year in which termination or nonrenewal occurs,
20 the School Board of Miami-Dade County shall withhold from Charter School's
21 FEFP funds those monies necessary to cover the cost of a final financial audit.

22 **G) School Election to Terminate or Non-renew:** If the School elects to terminate or non-
23 renew the charter, it shall provide notice of the election to the Sponsor indicating the final
24 date of operation. All post-termination provisions apply.

25 26 **SECTION 2: ACADEMIC ACCOUNTABILITY**

27 **A) Student Performance: Assessment and Evaluation**

28
29 **1) Initial Year**

30 **a) Expected Outcomes:** The educational goals and objectives for improving
31 student achievement, including how much academic improvement

1 students are expected to show each year, how student progress and
2 performance will be evaluated and the specific results to be attained, as
3 described in Section 5a of application: Student Performance, Assessment
4 and Evaluation

5 **b) Methods of Measurement:** The methods used to identify the educational
6 strengths and needs of students and the educational goals and performance
7 standards are those specified in the School's approved application.

8 **c) Assessments**

9 **i) State-Required:** Students shall participate in all state assessment
10 programs. The School shall facilitate required alternate
11 assessments and comply with state reporting procedures.

12 **ii) Additional:** Students shall participate in all District assessment
13 programs in which the District's students in comparable
14 grades/schools participate and any other assessments as described
15 in Section 5e of the application: Student Performance, Assessment
16 and Evaluation.

17 **iii) Support:** All School personnel involved with any aspect of the
18 testing process must have knowledge of and abide by state and
19 Sponsor policies, procedures, and standards regarding test
20 administration, test security, test audits, and reporting of test
21 results. The Sponsor shall provide to applicable school staff all
22 services/support activities that are routinely provided to the
23 Sponsor's staff regarding implementation of District and state-
24 required assessment activities, e.g., procedures for test
25 administration, staff training, dissemination and collection of
26 materials, monitoring, scoring, analysis, and summary reporting.

27 **iv) Technological & Infrastructure:** The School shall provide
28 adequate technological infrastructure to support all required online
29 test administration.

30 **2) Annual**

31 **a) School Improvement Plan**

1 **i) Minimum Components of SIP**

2 1) The School will provide the Sponsor a School Improvement
3 Plan that is based on the goals and objectives required by
4 federal and state law and complies with the guidelines
5 provided by the Sponsor by the date due established by the
6 State and/or Sponsor. The School Improvement Plan shall
7 contain the School’s measurable objectives for the subsequent
8 school year.

9 2) The School agrees to the baseline standard of achievement,
10 the outcomes to be achieved, and the methods of measurement
11 that have been mutually agreed upon in the School
12 Improvement Plan.

13 **ii) Deadline for Educational Excellence School Advisory Council**
14 **(EESAC)Approval:** The Educational Excellence School Advisory
15 Council (EESAC) of the School shall review and approve the SIP
16 prior to its submission. Minutes documenting SIP approval must
17 be taken and posted.

18 **iii) Monitoring:** The City Manager shall develop and monitor the
19 implementation of the School Improvement Plan. Schools which
20 fall under the State of Florida Differentiated Accountability Plan
21 will comply with all requirements as they relate to the School
22 Improvement Plan.

23 **b) Assessments:** Students shall participate in assessment programs as
24 described in Section 5e of application: Student Performance, Assessment
25 and Evaluation.

26 **i) State-required:** Students at the School shall participate in all state
27 assessment programs. The School shall facilitate required alternate
28 assessments and comply with state reporting procedures.

29 **ii) Additional:** Students shall participate in all State assessment
30 programs and any other assessments as described in Section 5e of
31 the application: Student Performance, Assessment and Evaluation.

1 1) The School shall be responsible for all costs associated
2 with assessments not mandated by the state or covered by
3 federal funding, such as Title I and IDEA.

4 2) If an IEP for a student with disabilities, or an EP for a
5 student who participates in programs for the gifted,
6 indicates accommodations or an alternate assessment for
7 participation in a State assessment, the School will
8 facilitate the accommodations or alternate assessment and
9 comply with State reporting procedures.

10 iii) **Support:** All School personnel involved with any aspect of the
11 testing process must have knowledge of and abide by state and
12 Sponsor policies, procedures, and standards regarding test
13 administration, test security, test audits, and reporting of test
14 results. The designated test chair for the School shall hold current
15 Florida teaching certification. The Sponsor shall provide to
16 applicable school staff all services/support activities that are
17 routinely provided to the Sponsor’s staff regarding implementation
18 of District and state-required assessment activities, e.g., procedures
19 for test administration, staff training, dissemination and collection
20 of materials, monitoring, scoring, analysis, and summary reporting.

21 3) **Termination Based on School Grade:** The Contract shall be terminated if the
22 School receives a state-designated grade of “F” in any two years. The Contract
23 may be non-renewed or terminated if the School fails to make adequate academic
24 progress in accordance with state and federal laws. This provision does not
25 preclude the Sponsor from terminating the Contract for failure to meet academic
26 standards within the first or any subsequent school year. In addition to
27 evaluating the School’s success in achieving the objectives stated in the School
28 Improvement Plan, the School shall meet the state’s student performance
29 requirements as delineated in State Board of Education Rule 6A-1.09981,
30 *Implementation of Florida’s System of School Improvement and Accountability*,
31 based on §§1001.02, 1008.33, and 1008.345, F.S. This accountability criterion

1 shall be based upon the assessment systems of the School, the Sponsor, and the
2 State. The School shall use records and grade procedures that adequately provide
3 the information required by the Sponsor. The School may use an alternative
4 grading and recording system, but the system must comply with the State's
5 reporting guidelines and be approved by the Sponsor. The School will use the
6 Sponsor's Pinnacle grade book system. If the school chooses to use an
7 application other than Pinnacle or the system in use by the Sponsor, it will be
8 responsible for data entry directly into ISIS for both daily attendance and all
9 academic grades. Schools that use an alternative grade book system will not be
10 able to upload grade or attendance data to Information Technology Services (ITS)
11 department. Schools not uploading will be required to have a documented
12 procedure in place for communicating attendance and grades to the data entry
13 clerk, prior to the opening of schools. Schools who opt to use an alternative grade
14 book system, will be required to provide some form of prior year electronic audit
15 trail. No ITS support will be provided for schools that do not use Pinnacle or the
16 designated system. The School shall follow the Sponsor's Elementary School
17 Academic Programs Course Codes and/or Miami-Dade County Public Schools
18 Authorized Courses for Secondary Schools, as appropriate. If applicable, the
19 School shall provide each student with a current state adopted textbook or other
20 current instructional materials in each core course, including but not limited to,
21 mathematics, language arts, science, social studies, reading, and literature,
22 pursuant to §1006.40(2)(a), F.S. These materials must be provided within the
23 first 2 years of the effective date of the State's textbook adoption cycle.

- 24 **4) Textbook Inventory:** The School will maintain, and have available for review, a
25 current textbook or digital textbook inventory for core courses which shall
26 include title, date of adoption cycle, and number of texts available and in use.

27 **B) Student Promotion**

28 **1) Student Progression Plan**

29 The School will adopt the Sponsor's Student Progression Plan (SPP), which is
30 attached as Appendix E. The School shall implement the SPP in effect for the
31 current operational year. The Sponsor may consider but is not obligated to

1 approve any exemptions from the SPP requested by the School. Failure to agree
2 on exemptions shall not be considered a Contract dispute. The School may not
3 implement any exemptions that are not approved by the Sponsor.

4 **2) Graduation Requirements**

5 The School shall establish a method for determining that a student has satisfied
6 the requirements for graduation in §§1003.43 and 1008.25, F.S., and shall inform
7 the Sponsor of this method at least one month prior to the beginning of the first
8 school year of operation.

9 **3) Accreditation**

10 Secondary schools shall notify the parents and students of the School's
11 accreditation status and the implications of non-accreditation in the Student
12 Enrollment form, the Parent/Student handbook, and the Parent/Student contract.
13 The notification must also be prominently displayed at all times on the School's
14 website.

15 **4) Other Assessment Tools**

16 As stated in approved Application.

17 **C) Data Access and Use**

18 **1) Access to Facilities, Records, and Data:** The School shall allow the Sponsor
19 reasonable access to its facilities and records to review data sources, including
20 collection and recording procedures, in order to assist the Sponsor in making a
21 valid determination about the degree to which student performance requirements
22 have been met as stated in the Contract, and required by §§1008.31 and 1008.345,
23 F.S.

24 **2) Sponsor Use of Required Assessment Data:** The Sponsor shall use results from
25 the state and district required assessment programs referenced in this Contract, the
26 data elements included in the annual report, and any other information acquired
27 by the Sponsor to provide the State Board of Education and the Commissioner of
28 Education the analysis and comparison of the schools' student performance.

29 **3) Acceptable Use Policy:** All Charter School employees and students are bound by
30 all of the Sponsor's computer policies and standards regarding data privacy and
31 system security. The School shall not access any of the Sponsor's student

1 information unless and until the student enrolls in the School. Violation of this
2 provision constitutes good cause for termination.

3 4 **SECTION 3: STUDENTS**

5 **A) Eligible Students:** The School shall be open to any student residing in Miami-Dade
6 County. As a charter school-in-the-municipality, the School will limit the enrollment
7 process to target the children of residents of The City of Aventura, as permitted by Fla.
8 Stat. §1002.33(10) and (15)(2007). However, ACES will not discriminate on the basis or
9 race, religion, national or ethnic origin, or exceptionality in the admission of students, in
10 accordance with federal and state anti-discrimination laws.

11 **B) Grades Served:** K-8

12
13 **C) Class Size:** The school shall comply with class size restrictions as required by law.

14
15 **D) Annual Projected Enrollment:**

16 **1) Student Enrollment:** Following is the student enrollment breakdown by year
17 according to the approved application:

- 18 a) Year 1-2: 2003-2005 – Grades K to 5 - up to 600 students
- 19 b) Year 3-6: 2005-2009 – Grades K to 8 - up to 900 students
- 20 c) Year 7-9: 2009-2012 – Grades K to 8 - up to 972 students
- 21 d) Year 10: 2012-2013 – Grades K to 8 - up to 984 students
- 22 e) Year 11: 2013-2014 – Grades K to 8 - up to 996 students
- 23 f) Year 12: 2014-2015 – Grades K to 8 – up to 1,008 students
- 24 g) Year 13: 2015-2016 – Grades K to 8 – up to 1,020 students
- 25 h) Year 14-15: 2016-2018 – Grades K to 8 – up to 1,032 students

26 **2) High Performing Charter Schools:** A high performing charter school must have
27 documentation from the Commissioner of Education designating the School as
28 high-performing pursuant to §1002.331, F.S. A high performing charter school
29 shall notify the Sponsor in writing by March 1 of the preceding year if it intends
30 to increase enrollment or expand grade levels the following year. The school may
31 increase its student enrollment once a year no more than 15 percent more than the

1 capacity identified in its contract and/or expand grade levels to add grade levels
2 not already served. The written notice shall specify the amount of the enrollment
3 increase and the grade levels that will be added. To increase enrollment and add
4 grade levels this contract must be amended through the amendment process in
5 School Board Policy 9800, *Charter Schools*. Failure to provide timely notice to
6 the Sponsor or to comply with the amendment process shall preclude the school
7 from increasing enrollment or expanding grade levels.

8 **3) Minimum Enrollment Requirements:** The School's minimum enrollment for
9 the first year of operation is N/A. The parties agree that this is the minimum
10 enrollment that will support the School's operations. Failure to achieve the
11 minimum enrollment by the October FTE reporting period for each year of the
12 contract constitutes good cause for termination or nonrenewal. A budget to
13 support this minimum enrollment is provided in Appendix F.

14 **4) Deferred Opening and Student Enrollment:** In the event the School defers
15 opening, the student enrollment breakdown in paragraph 1 above will be adjusted to
16 reflect the cancellation of the first year and Year 4 will reflect the maximum capacity
17 permitted.

18 **5) Required Instructional Minutes:** Instructional minutes shall be a minimum of 300
19 minutes or in accordance with Florida Education Finance Program.

20 **6) Enrollment Capacity:** The enrollment capacity is contingent on the student capacity
21 as stated on the valid Certificate of Occupancy (CO), Certificate of Use (CU), and/or
22 Fire Permit for the School facility issued by the local governmental agency in whose
23 jurisdiction the facility is located. Monthly FTE payments shall be withheld, without
24 interest, for students in excess of the School's enrollment capacity, as defined by the
25 valid CO, CU, or Fire Permit.

26 **E) Admissions and Enrollment Plan**

27 The School shall implement the enrollment policies and procedures and lottery process. The
28 School shall enroll any eligible student who submits a timely application. If the number of
29 applications of Aventura residents' children applications exceeds the capacity of a program,
30 class, grade level, or building, those applicants shall be given an equal chance of being
31 admitted through a random selection process . As permitted by Fla. Stat. §1002.33(15),

1 preferences will be given to children of Aventura residents. All applicants shall be given an
2 equal chance of being admitted through a random selection process. The random selection
3 process will reflect the diversity of the targeted community. After all Aventura applicants
4 have been offered seats, non-Aventura applicants will be enrolled, as permitted by Fla. Stat.
5 §1002.33(10)(b). Pursuant to Fla. Stat. §1002.33(10)(b), if the number of non-Aventura
6 applications exceeds the capacity of a program, class, grade level, or building, those
7 applicants shall be given an equal chance of being admitted through a random selection
8 process. The School shall strive to achieve a racial/ethnic balance reflective of the
9 community it serves. Failure to comply with these provisions constitutes good cause to
10 terminate this Contract. Pursuant to Fla. Stat. § 1002.33(10)(d), the School shall give
11 enrollment preference the children of the residents of Aventura who are seeking enrollment,
12 to a sibling of a student enrolled in the School or to the child of an employee of the School.

13 **1) Provision of School Information:** The School shall provide all information about
14 the School to parents/guardians in English, Spanish and Haitian Creole.

15 **2) Enrollment Consent:** To enroll a student, the School must obtain proof of consent
16 from the student's parent or guardian, or from the student if the student is eighteen
17 (18) years of age or older. A charter school may not transfer an enrolled student to
18 another charter school having a separate Master School Identification Number
19 without first obtaining the written approval of the student's parents/guardians. The
20 school must maintain appropriate enrollment and student application documentation.

21 **3) Record of Application and Enrollment:** The School must maintain a record of all
22 the students who apply to the School, whether or not they are eventually enrolled.
23 The information shall be made available to the Sponsor upon request.

24 **4) Enrollment Lottery and Wait List Documentation:** The School shall maintain
25 documentation of each enrollment lottery conducted, as well as any student wait lists
26 that are generated and make them available to the Sponsor upon request. Lottery
27 documentation shall clearly allow the Sponsor to verify that the random selection
28 process utilized by the School was fair to all applicants.

29 **F) Student Information:** The School may not request prior to enrollment, through the
30 application or otherwise, information regarding the student's academic history, record of
31 standardized testing performance, juvenile or disciplinary history or status, a student's

1 Individual Education Plan (IEP) or other information regarding a student's special
2 needs.

Maintenance of Student Records

3 **1) Student Records:** The School shall maintain both active and archival records for
4 current/former students in accordance with §§1003.25 and 1002.22, F.S., and
5 State Board of Education Rule 6A-1.0955.

6 **2) Transfer of Student Cumulative Records:** All permanent cumulative records
7 (both Category A, Permanent Information, and Category B, Temporary
8 Information) of students leaving the School, whether by transfer to a traditional
9 public school within the school system or withdrawal to attend another charter
10 school, shall be transferred upon receipt of an official request from a receiving
11 Miami-Dade County public school or a Sponsor's charter school. The School
12 may retain copies of the departing student's academic records created during the
13 student's attendance at the School.

14 **3) Transfer of Student Cumulative Records Upon School Termination:** Upon
15 termination of a student's enrollment at the School, all permanent cumulative
16 records (both Category A, Permanent Information, and Category B, Temporary
17 Information) of students leaving the School, but not transferring to a Sponsor's
18 public school or charter school, shall be hand-delivered to the Sponsor's
19 Department of Records and Forms Management. Proof of delivery shall be
20 provided to the Sponsor within five (5) business days. The School may retain
21 copies of the departing student's academic grades and attendance during the
22 student's enrollment at the School.

23 **4) Transmittal of Educational Records:** The School shall transmit to the Sponsor's
24 Department of Records and Forms Management, a listing of the types of Category
25 A and B educational records pursuant to State Board of Education Rule 6A-
26 1.0955 and the procedures from the Division of Student Services as stipulated in
27 the Student Educational Records manual. This report shall be transmitted each
28 year prior to July 1.

29 **G) Exceptional Student Education**

30 **1) Non-Discrimination:** The School shall not discriminate against students with
31 disabilities in placement, assessment, identification, and admission. Prior to the

1 student's enrollment in the School, the School shall not request, through the
2 School's application or otherwise, a student's IEP or other information regarding
3 a student's special needs, nor shall the school access such information.

4 **2) Sponsor Responsibilities**

5 a) The Sponsor shall conduct initial evaluations of students referred for
6 potential Special Education, Gifted and 504 Placement, and for the re-
7 evaluation of Special Education (SPED) students, in accordance with
8 federal and state mandates. The School may obtain private evaluations of
9 students at their expense. These evaluations may be considered in
10 determining eligibility but will not necessarily substitute for an evaluation
11 conducted by the Sponsor's personnel in a manner and timeframe
12 consistent with that of all of the other Sponsor's schools.

13 b) A representative of the Sponsor shall participate in all initial IEP meetings
14 and those IEP meetings where a significant change of services or
15 placement may be considered and shall serve as the Local Educational
16 Agency (LEA) Representative when present at an IEP meeting. However,
17 the administrator or designee in charge at the School will serve as the
18 LEA Representative at annual and interim IEP, Educational Plans (EP),
19 and 504 meetings, which the School shall conduct.

20 **3) School Responsibilities**

21 a) The School shall provide Special Education (SPED) students with
22 programs and services implemented in accordance with federal, state and
23 local policies and procedures, specifically the IDEA, Section 504 of the
24 Rehabilitation act of 1973, and §§1000.05, 1003.57, 1001.42(4)(1), and
25 1002.33, F.S., and Chapter 6A-6, F.A.C.

26 b) The School shall deliver all educational, related services and equipment
27 indicated on the student's IEP, EP, or 504 Plan. The School shall also
28 provide related services and equipment, e.g., speech/language therapy,
29 occupational therapy, physical therapy, counseling, assessment
30 instruments, assistive technology devices and therapeutic equipment.

31 c) The School shall conduct the evaluations of the School's students

1 referred for physical therapy (PT) and occupational therapy (OT) and
2 speech and language (SL) services. After the student is determined
3 eligible for these services and the initial IEP or 504 Plan is written, the
4 School shall be responsible for providing required PT, OT, and SL
5 services to the student. The School shall ensure that PT, OT and SL
6 therapists who perform the evaluations attend an IEP meeting to review
7 the evaluations when eligibility for services is determined. The evaluation
8 must include a review of the student's IEP, identification and development
9 of PT, OT and SL goals and/or a treatment plan for the student. The
10 School shall ensure that all therapists review and implement the student's
11 initial IEP. The School shall ensure that all therapists providing services to
12 the student participate in the student's annual and interim IEP meetings
13 either in writing, by telephone, or in person. The student's IEP goals and
14 benchmarks related to these areas are to be updated by the student's
15 treating therapists. The School shall require all therapists providing
16 services to the student to attend orientation and in-service training on
17 delivery of school-based services and how to develop goals and
18 benchmarks based upon educational theory. The Sponsor shall provide
19 that orientation and in-service training. The Sponsor may conduct periodic
20 reviews of the paperwork prepared by the OT, PT and SL therapists
21 providing services to such students.

22 **d)** The School shall comply with the requirements of the IDEA as it relates to
23 the student's IEP, and the appropriate instructional personnel of the
24 School shall attend all IEP meetings.

25 **e)** Special Education students shall be educated in an inclusionary, least-
26 restrictive environment as outlined in Appendix G, Exceptional Student
27 Education Policy and Procedures. Inclusionary practices include, but are
28 not limited to the following models: consultative, co-teaching, and support
29 facilitation. Students whose needs cannot be adequately addressed at the
30 School as determined by an IEP committee meeting held after enrollment,
31 will be appropriately referred and the School staff will work together with

1 the Sponsor to ensure that the needs of these students are met.

2 **4) Services Covered by the Administrative Fee:** The Sponsor shall provide
3 exceptional student education administration services to the School, pursuant to §
4 1002.33, F.S.

5 **5) Due Process Hearing**

6 a) A student, parent, or guardian who indicates at an IEP, EP or 504 meeting
7 that they wish to file for a due process hearing pursuant to state law and
8 rules shall be given the appropriate forms by the LEA attending the IEP
9 meeting. These forms shall also be provided upon request at any other
10 time.

11 b) Due process hearing requests shall be filed with the School Board Clerk
12 pursuant to School Board Policy 0133, *Quasi-Judicial Functions*. As soon
13 as a request is filed, the Sponsor shall inform the School.

14 c) The Sponsor may initially represent the School if the school agrees. If the
15 Sponsor elects not to represent the School, the Sponsor will select and
16 assign an attorney from a pool of qualified outside counsel or the School
17 may use an attorney it selects if the Sponsor agrees.

18 d) In cooperation with the assigned attorney, the School is responsible for
19 scheduling resolution and mediation meetings as required under state and
20 federal law.

21 e) The Sponsor shall ensure that (1) the due process hearing is conducted
22 pursuant to applicable state law and rules, (2) a final decision is reached,
23 and (3) a copy of the decision is mailed to the parties.

24 f) The School shall bear all the costs associated with the administrative due
25 process hearing, legal representation, discovery, court reporter, and
26 interpreter. In the event that the student, parents or guardians prevail,
27 either through a hearing or settlement, the School shall pay any and all
28 attorneys' fees, reimbursements, compensatory education and any other
29 costs incurred, agreed upon or awarded.

30 **6) Reimbursement for Services:** Under the Medicaid Certified School Match
31 Program, the School may be eligible to seek reimbursement for certain services

1 provided to Medicaid-eligible students who qualify for services under the IDEA,
2 Part B or C. In order to seek reimbursements, the School shall follow the
3 procedures established for Medicaid-reimbursable services to eligible students at
4 the School as outlined in Appendix H, attached and incorporated into this
5 Contract by reference.

6 **H) Dismissal Policies and Procedures**

7 The School shall implement the Sponsor's Code of Conduct, the School's policies for
8 discipline, suspension, dismissal and recommendation for expulsion as described in
9 Section 8b of application and in Appendix Q.

10 **1) Involuntary Student Withdrawal:** The School may not withdraw or transfer a
11 student involuntarily, unless the withdrawal or transfer is accomplished through
12 established administrative procedures mutually agreed upon in this Contract, or
13 through existing administrative procedures in the Sponsor's Policies.

14 **2) Student Expulsion:** Only the Sponsor may expel a student.

15 **3) Voluntary Student Withdrawal:** A student may voluntarily withdraw from the
16 School at any time and enroll in another public school.

17 **I) Discipline**

18 **1) Learning Environment:** The School agrees to maintain a safe learning
19 environment at all times. The School will adopt and follow the Sponsor's Code of
20 Student Conduct ("Code"), attached as Appendix I, or may submit to the Sponsor
21 an alternate Code of Student Conduct. Any deviations from the Sponsor's Code
22 and any alternative Code must be approved by the Sponsor prior to
23 implementation. The School must comply with all applicable local, state and
24 federal laws regarding the discipline of SPED students.

25 **2) Corporal Punishment:** The School shall not use corporal punishment.

26 **3) Legal Costs:** The School shall defend and pay all costs of any legal action related
27 to dismissal of students for disciplinary reasons.

28 **J) English Language Learners**

29 Students at the School who are English Language Learners (ELL) will be served by
30 English for Speakers of Other Languages (ESOL) certified personnel who will follow the
31 Sponsor's Limited English Proficiency Plan which is attached as Appendix J.

1
2 **SECTION 4: FINANCIAL ACCOUNTABILITY**

3 **A) Revenue**

4 **1) Basis for funding**

5 Students in the school shall be funded the same as students enrolled in other
6 public schools. Funding shall be the sum of district operating funds from the
7 Florida Education Finance Program (FEFP), including gross state and local funds,
8 discretionary lottery funds, and discretionary operating millage funds divided by
9 total district funded weighted full-time equivalent (WFTE) students times the
10 weighted full-time equivalent students of the School. If eligible, the School shall
11 also receive its proportionate share of categorical program funds included in the
12 FEFP. Upon request, the School shall provide the Sponsor with documentation
13 that categorical funds received by the School were expended for purposes for
14 which the categorical was established by the Legislature.

15 **a) Student Reporting**

16 i) The School shall use the Sponsor's electronic data processing
17 facility and procedures for the processing of student enrollment,
18 attendance, FTE collection, assessment information, IEP's, LEP
19 plans, 504 plans and any other required individual student plan.
20 The Sponsor shall provide the School with appropriate access to
21 the Sponsor's data processing facility. The School shall provide
22 hardware and related infrastructure.

23 ii) The Sponsor shall provide training for the School's personnel in
24 the use of designated District applications necessary to respond to
25 the statutory requirements of §1008.345, F.S, including the annual
26 report and the State/District required assessment program. The
27 Sponsor's support for this function will be provided at cost and
28 will not exceed the 2% administrative fee. Access by the School to
29 additional data processing applications, materials, or forms not
30 required in the statute, but available through the Sponsor, may be
31 negotiated separately by the parties. The 2% administrative fee

1 will apply to the total number of enrolled students.
2 Notwithstanding this reduction, the Sponsor shall provide the
3 administrative services required by Fla. Stat. §1002.33(20)(a), at
4 no additional cost to the School. This 2% administrative fee is
5 contingent upon the School satisfying all the following conditions:

- 6 1) The location of the School has been approved by the
7 Sponsor.
- 8 2) The facilities will be newly constructed or renovated, and
9 not third party leases, and shall comply with all
10 requirements identified in Section 5. FACILITIES, of this
11 contract.
- 12 3) The credit rating of the Sponsor or its tax-exempt status
13 will not be used to finance the new school.
- 14 4) The charter school site and facilities shall be owned by the
15 City of Aventura and shall be financed by separate bonds
16 with a documented repayment schedule, the proceeds of
17 which were used only to finance site acquisition and
18 construction of the charter school facility, subject to
19 provision of subsection (5) below. The middle school
20 addition of the School was financed from the City's
21 General Fund reserves. Future expansions may be financed
22 from the School funds or the City's General Fund, at the
23 City's discretion.
- 24 5) In the event that the School is terminated or the City of
25 Aventura defaults on debt issued to finance the site or
26 facility, the Sponsor shall have first right of refusal to
27 assume possession of the property in return for assuming
28 the outstanding liability. The right of the Sponsor must be
29 written into any bond indenture covering the financing of
30 the site or facility. If the Sponsor exercises the right to
31 assume ownership, it agrees to reimburse the City of

1 Aventura annually for its required principal and interest
2 payment, until such time as the related debt may be fully
3 paid or refinanced by the Sponsor with no prepayment
4 penalty. Upon full payment of the related debt, the City of
5 Aventura shall transfer title of both the site and facility to
6 the Sponsor along with any easements necessary to have
7 access and use of the School, free and clear of all
8 encumbrances except those acceptable to the Sponsor.

9 6) Access by the School to services not required in, but
10 available through the Sponsor, may be negotiated
11 separately by the parties.

12 **iii)** If the School submits data relevant to FTE funding that is later
13 determined through the audit procedure to be inaccurate, the
14 School shall reimburse the State for any errors, omissions or
15 misrepresentations for which the School is responsible. The
16 Sponsor may also terminate the Contract if it is found that the
17 information provided was intentionally misleading.

18 **b) Distribution of Funds Schedule**

19 **i)** The Sponsor shall calculate and submit twelve (12) monthly
20 payments to the School. The first payment will be made by July
21 31. Subsequent payments will be made by the 15th of each month
22 beginning with August 15.

23 **ii)** The first payment shall include 75% of the projected annual
24 allocation of instructional materials based on prior year
25 membership, or based on enrollment as of June 30, in the case of a
26 new school.

27 **iii)** Payments may be adjusted for any amounts due the Sponsor for
28 services provided and/or expenditures incurred on behalf of the
29 School during the current or previous year, as well as for
30 administrative oversight.

31 **iv)** Late payments are subject to interest at the rate of 1% per month

1 calculated on a daily basis until paid.

2 v) Payment shall not be made for students in excess of the School's
3 enrollment capacity, the School facility's valid capacity as
4 determined by the School's Certificate of Occupancy, Certificate
5 of Use, Fire Permit (whichever is less) or this Contract. In the
6 event that the required county and/or municipality facility permits
7 do not indicate a facility capacity, the School must submit a letter
8 from the architect of record certifying the capacity of the facility.

9 vi) The Sponsor shall withhold monthly payments, without interest, if
10 the School's Certificate of Occupancy, Certificate of Use or Fire
11 Permit has expired or has otherwise become invalid.

12 vii) If the School unilaterally modifies the Contract, the Sponsor may
13 withhold payments until the Contract is properly amended and
14 approved by the Sponsor.

15 viii) The Sponsor may initially calculate monthly distributions to the
16 School for up to four (4) months based on the School's actual
17 enrollment as of June 30, or until the results of the October Full-
18 Time Equivalent (FTE) become available. The projected full-time
19 equivalent student membership will be determined by the actual
20 student enrollment at the School at the conclusion of the second
21 week of student attendance. If enrollment at the end of the second
22 week of student attendance is less than 90% of projected
23 enrollment, future monthly distributions shall be proportionally
24 reduced. Thereafter, the results of the official FTE student surveys
25 will be used in adjusting the amount of FEFP funds distributed to
26 the School.

27 c) **Adjustments:** Total funding shall be recalculated during the school year
28 to reflect actual WFTE students reported by the School during the FTE
29 student survey periods. In the event that the District exceeds the state cap
30 for WFTE for Group 2 programs established by the Legislature, resulting
31 in unfunded WFTE for the district, then the School's funding shall be

1 reduced to reflect its proportional share of any unfunded WFTE.

2 **d) Holdback/Proration:** In the event of a state holdback or a proration
3 which changes District funding, the School's funding will be adjusted
4 proportionately. The Sponsor will not be responsible for any liabilities
5 incurred by the School in the event of a state holdback.

6 **e) Summer School Provision:** The School may choose to provide a
7 summer school program using state allocated funds. If a student enrolled
8 in the School attends any of the Sponsor's summer school programs, the
9 School shall reimburse the Sponsor for the cost, as determined by the
10 Sponsor, of each student's summer school program. If the School fails to
11 comply with this provision, the Sponsor may deduct the appropriate
12 amount from the School's subsequent FTE payments.

13 **2) Federal Funding**

14 **a) Title I**

15 **i)** Any Title I funds allocated to the School must be used to
16 supplement students' greatest instructional needs that have been
17 identified by a comprehensive needs assessment of the entire
18 School and shall be spent in accordance with federal regulations.
19 The academic program funded through Title I shall include
20 Reading, Language Arts, Mathematics and Science. Additionally,
21 for purposes of determining Title I student eligibility, Title I
22 funding will only be provided for students entered into the M-
23 DCPS Lunch Menu in the ISIS File with approved free or reduced-
24 price meal benefit (the area that shows the student is eligible for
25 free and reduced priced lunch).

26 **ii)** The per pupil allocation of Title I funds shall correlate with the
27 per- pupil allocation of the students' home school. The allocation
28 of Title I Funds shall be made in accordance with the Public
29 Charter Extension Act of 1998 and all corresponding guidance and
30 regulations.

31 **iii)** Upon M-DCPS Title I Program designation, a memorandum of

1 record will be mailed directly to the City Manager for the
2 upcoming school year's Title I Program budget create. The School
3 shall complete the Charter Schools Title I Budget Appropriation
4 Details Form for the upcoming school year using the Title I
5 allocation within specified Title I Programs, as listed in the
6 memorandum of record. The Title I Budget Appropriation Details
7 Form must be completed, signed by the City Manager, and the
8 original mailed to the Title I Office by the date certain. Once
9 approved by Title I Administration, the budget form will be
10 returned to the School for expenditures as authorized. Should the
11 need arise for a Title I Program budget amendment, the School
12 must resubmit the request on the approved Budget Appropriation
13 Details Form 30 days in advance of the need, and await signed
14 authorization by Title I Administration.

- 15 **iv)** Any equipment item purchased with Title I funds costing \$1000 or
16 more, which is classified as Capitalized Audio Visual or
17 Equipment, remains the property of Title I. This property must be
18 identified, labeled and made readily available for Title I property
19 audits.
- 20 **v)** If the School accepts Title I funds, at least one percent of the Title
21 I funds budget must be spent in support of parental involvement
22 activities.
- 23 **vi)** The Sponsor's Title I staff will provide technical assistance and
24 support in order to ensure that Title I guidelines are being followed
25 at the School and that students are meeting high content and
26 performance standards.
- 27 **vii)** All documentation, including, but not limited to, Title I
28 Accountability and Technical Assistance Team (A-TAT) School
29 Site Compliance documents, agendas, schedules, minutes, time
30 sheets, receipts, invoices, purchase orders, rosters, etc., must be
31 maintained at the School for a minimum of five years as evidence

1 to validate the use of Title I school site allocations.

2 **b) IDEA:** Funding for services provided to students with disabilities in the
3 School will be provided in the same manner as for the Sponsor's other
4 public schools.

5 **c) Federal Grants:** Any eligible student enrolled in the School shall be
6 provided federal funds for the same level of service provided other eligible
7 students in the schools operated by the Sponsor. When a grantor requires
8 that the Sponsor serve as the fiscal agent for a grant, the School shall
9 comply with the following procedures:

10 **i)** prior to generating any paperwork to the funding agency, the
11 School shall notify Charter School Operations in writing of its
12 intent to submit a grant application;

13 **ii)** Charter School Operations will forward the written request, along
14 with the grant application guidelines, to Intergovernmental Affairs
15 and Grants Administration (IAGA);

16 **iii)** upon receipt of the written request, IAGA will prepare the grant
17 application procedures packet and timeline for the School;

18 **iv)** IAGA will process all application documents requiring the
19 Superintendent's signature; and

20 **v)** in accordance with the established timeline, the School will submit
21 the final application and the appropriate copies to Charter School
22 Operations for submission to IAGA for transmittal to the funding
23 agency.

24 **vi)** In the event any grantor requires the Sponsor to monitor and/or
25 review the School's expenditures pursuant to any grant the School
26 receives, the School shall comply within a reasonable time with
27 any and all additional reporting requirements or corrective action
28 prescribed by the grantor or Sponsor. If it is determined that a
29 reimbursement of grant funds is required due to an audit or other
30 investigation, the School is solely responsible for making the
31 reimbursement.

1 vii) In the event that the Sponsor must serve as fiscal agent, and
2 indirect costs are an allowable expense of the grant, the School
3 agrees that the Sponsor will be permitted to retain grant funds in an
4 amount equal to the annually negotiated indirect cost rate as
5 determined by the Florida Department of Education. Indirect costs
6 shall be reflected in the budget of the grant application submitted
7 by the School.

8 viii) If the Sponsor develops a District-wide grant, the School may be
9 included in the District proposal in accordance with the school
10 eligibility requirements and grant guidelines within the Request for
11 Proposals.

12 ix) When grant proposals are developed by the Sponsor's staff using
13 student or school counts that include the School's students, and the
14 grant is awarded to the Sponsor, the pro-rata share of the dollars or
15 services received from that grant shall be distributed to the School,
16 if eligible, as defined in the budget developed for the grant.

17 d) **Other Funding Sources:** The School may secure funding from private
18 institutions, corporations, businesses and/or individuals.

19 3) **Charter School Capital Outlay Funds**

20 a) **Application:** Procedures for submitting and approving requests for capital
21 outlay funding are incorporated into this Contract as Appendix K.

22 b) **Distribution:** The Sponsor shall make timely and efficient capital outlay
23 payment to the school upon receipt of all required supporting
24 documentation. The Sponsor shall not certify capital outlay plans if it
25 cannot attest to the School's eligibility.

26 B) **Administrative Fee**

27 1) **Allowable Withholding:** Any administrative fee withheld by the Sponsor shall
28 be limited to two percent (2%) of available funds for the first 250 students as
29 defined in Fla. Stat. § 1002.33(20)(a) not including capital outlay funds, federal
30 and state grants, or any other funds, unless explicitly provided by law.

31 a) **High Performing Charter School:** For high-performing charter schools, as

1 defined in § 1002.331, F.S., the Sponsor may withhold a total administrative fee
2 of up to 2 percent for enrollment up to and including 250 students per school.

3 b) **High Performing Charter School System:** For a high-performing charter
4 school system that also meets the requirements in §1002.33(20)(a)4, F. S., the
5 Sponsor may withhold a 2 percent administrative fee for enrollments up to and
6 including 500 students per system.

7 2) **Capital Outlay:** If the School has a population of 251 or more students, the
8 difference between the total administrative fee calculation and the amount of the
9 administrative fee withheld may be used for capital outlay purposes specified by
10 law. The Sponsor shall not withhold an administrative fee from capital outlay
11 funds unless explicitly authorized by law.

12 3) **Sponsor Use of Administrative Fee:** The administrative fee retained by the
13 Sponsor pursuant to this Contract includes, among other things, a fee for
14 academic and financial monitoring required of the Sponsor by law. At any time,
15 the Sponsor may request reports on school operations and student performance
16 and the School shall provide the reports in a timely manner.

17 4) **Access to Optional Sponsor Services:** Access by the School to services not
18 required by law, but available through the Sponsor, may be negotiated separately
19 by the parties. The Sponsor is not obligated to provide any services not required
20 by law.

21 5) **Provision of School Lunches:** The School shall be solely responsible for
22 providing school lunches and complying with state and federal reporting
23 requirements. The Sponsor shall provide services related to eligibility and
24 reporting under the federal free and reduced lunch program if requested by the
25 School.

26 C) **Restriction on Charging Tuition:** The school shall not charge tuition.

27 D) **Allowable Student Fees**

28 1) **Use of Student Fees:** The school shall not charge fees, except those fees
29 normally charged by the Sponsor or as allowed by law. Fees collected must be
30 allocated directly to, and spent only on, the activity or material for which the fee
31 is charged.

1 **2) Fee Schedule:** At least 30 days prior to the beginning of each school year, the
2 School shall provide the Sponsor with a comprehensive fee schedule for the
3 school year. No funds shall be collected until the School has been given written
4 approval from the Sponsor. Additional fees shall not be imposed without the
5 notification and approval of the Sponsor.

6 **3) Student Fee Documentation:** The School shall maintain documentation
7 supporting the collection of the approved fee schedule which will be available for
8 the Sponsor to review.

9 **E) Budget**

10 **1) Annual:** The School shall provide reasonable proof of the ability to fund the
11 initial startup and the on-going operation of the School. By August 20 each year,
12 the City Manager shall provide to the Sponsor an updated annual budget for
13 review, based upon enrollment projections (Appendix L) and, for the initial year
14 of operation, a budget based upon minimum enrollment (F). Each budget shall
15 include projected sources of revenue, both public and private, and planned
16 expenditures covering the entire school year.

17 **a) Governing Board Approval:** The School's governing board shall adopt
18 and the City Manager shall maintain an annual balanced budget.

19 **b) Submission Date:** The school shall annually transmit to the Sponsor a
20 copy of the school's adopted budget on or before August 20th.

21 **2) Amended Budget:** The School shall provide a copy of the amended budget to the
22 Sponsor within ten (10) days of its approval by the School's governing board .

23 **F) Financial Records, Reports and Monitoring**

24 **1) Maintenance of Financial Records:** The School shall use the standard state
25 codification of accounts as contained in the DOE's Financial and Program Cost
26 Accounting and Reporting for Florida Schools (Red Book), as a means of
27 codifying all transactions pertaining to its operations. The accounting for federal,
28 state and local funds shall be maintained according to existing guidelines,
29 mandates, and practices, i.e., separate funds and bank accounts for federal, state,
30 and local funds as required under applicable statutes. The School's financial
31 activities and reports shall be subject to the Florida Department of Education

1 (DOE) Technical Assistance Paper No. 2009-03, incorporated into this Contract
2 as Appendix M, as well as any subsequently issued directives by the State and
3 other applicable Governmental Accounting Standards.

4 **2) Financial and Program Cost Accounting and Reporting:** The school shall
5 conduct an annual cost accounting in a form and manner consistent with generally
6 accepted governmental accounting standards in Florida.

7 **3) Financial Reports**

8 **a) Financial Reports:** The school shall submit monthly financial statements
9 in the form prescribed by the Sponsor. Those charter schools designated
10 as high performing by the Commissioner of Education shall submit
11 quarterly financial statements within thirty (30) days of the end of each
12 quarter.

13 **b) Annual Property Inventory:** The School shall submit to the Sponsor a
14 cumulative listing of all property purchased with public funds, i.e., FEFP,
15 grant, and any other public-generated funds, excluding City of Aventura
16 funds, and a separate cumulative listing of all property purchased with
17 private funds and City funds with the annual audited financial statements.
18 These lists shall include: (1) date of purchase; (2) item purchased; (3) cost
19 of item; and (4) item location.

20 **c) Program Cost Report:** The school shall provide the Sponsor its annual
21 cost report in a form and manner consistent with generally accepted
22 governmental accounting standards in Florida by the date established by
23 the Sponsor.

24 **d) Annual Financial Audit:** An annual financial audit, required by § 218.39,
25 F.S., requested and paid for by the School, shall be performed by a
26 licensed Certified Public Accountant. The audit shall be performed in
27 accordance with Generally Accepted Auditing Standards; Government
28 Auditing Standards, issued by the Comptroller General of the United
29 States; and Chapter 10.850, Rules of the Auditor General, State of Florida,
30 incorporated into this Contract as Appendix N. The School shall provide
31 the Sponsor with eight (8) copies of the audit and the School's responses

1 to the findings, which shall be bound together in one complete report. In
2 addition, two copies of the audit report must be submitted to the Auditor
3 General within forty-five (45) days after delivery of the audit report to the
4 School's governing body. The School shall provide the Sponsor with
5 annual financial reports including a management letter, as of June 30 of
6 each year for inclusion in the Sponsor's financial statements. These
7 reports shall include a complete set of annual financial statements and
8 accompanying notes, prepared in accordance with Generally Accepted
9 Accounting principles and reflecting the revenue sources and expenditures
10 by function and object in sufficient detail to allow for the Sponsor's
11 analysis of the School's ability to meet financial obligations and timely
12 repay debt. In addition, if the School is not part of a pre-existing non-
13 profit organization or municipality, the School's financial activities shall
14 be accounted for using the governmental accounting model applicable for
15 state and local governments and their component units, as per Government
16 Accounting Standards Board (GASB) statement 34. The following
17 timeline must be adhered to for submitting the School's financial reports:

18 UNAUDITED STATEMENTS: NO LATER THAN AUGUST 1 OF
19 EACH YEAR.

20 AUDITED STATEMENTS: NO LATER THAN SEPTEMBER 1 OF
21 EACH YEAR. No later than May 1 of each year, the Charter School shall
22 formally notify the Sponsor of the name, address and phone number of the
23 auditor engaged to perform the year end audit and documentation of the
24 auditor's current peer review.

- 25 e) **Grant Reporting:** The School shall submit quarterly Project
26 Disbursement Reports for each grant to the Sponsor, supported by
27 appropriate documents, including copies of invoices, timesheets, receipts,
28 etc., to determine that grant funds are used and programs are operated in
29 accordance with applicable federal and state statutes, rules, and
30 regulations. All grant recipients will also be subject to scheduled site visits
31 to review records and observe operations.

1 **f) Form 990 (if applicable):** The School shall operate as a department within
2 the City of Aventura, a governmental entity, and is subject to the non-
3 profit status and tax exempt status of a municipality.

4 **4) School's Fiscal Year:** The School's fiscal year shall be from July 1 through June
5 30.

6 **5) Financial Recovery/Corrective Plan**

7 **a)** If the School is found to be in a state of deteriorating financial condition
8 or meets one or more of the conditions in §218.503, F.S., *Determination of*
9 *Financial Emergency*, the City Manager and the Sponsor shall develop a
10 corrective action plan and file the plan with the Commissioner of
11 Education within 30 business days after notification is received in
12 accordance with §1002.345, F.S. If the City Manager and the sponsor are
13 unable to agree on a corrective action plan, the Commissioner of
14 Education shall determine the components of the plan. The governing
15 board shall approve and the City Manager shall implement the approved
16 plan. Failure on the part of the School to propose a good faith corrective
17 plan shall constitute a material breach of this contract and may result in
18 the Sponsor's withholding of subsequent payments to the School without
19 penalty of interest until the breach is cured. The Sponsor may also
20 terminate the contract.

21 **b)** As stated in §1002.345, F.S., the Sponsor may decide not to renew or may
22 terminate a charter if the charter school or charter technical career center
23 fails to correct the deficiencies noted in the corrective action plan within 1
24 year after being notified of the deficiencies or exhibits one or more
25 financial emergency conditions specified in §218.503, F.S. for two (2)
26 consecutive years.

27 **6) Submission Process:** The School shall submit all required financial statements
28 to the Sponsor in the timeline and format prescribed by the Sponsor and/or state.
29 Failure of the School to comply with the timely submission of all financial
30 statements in the required format specified by the Sponsor shall constitute a
31 material breach of this Contract and may result in the Sponsor's withholding of

1 subsequent payments to the School without penalty of interest and/or termination
2 of this Contract.

- 3 **7) Additional Monitoring:** The Sponsor reserves the right to perform additional
4 audits and investigations at its expense as part of the Sponsor's financial
5 monitoring responsibilities as it deems necessary. The School shall be responsible
6 for reimbursement of any unauthorized or misappropriated funds.

7 **G) Financial Management of Schools**

- 8 **1) Financial Management and Oversight Responsibilities:** The School shall
9 implement the financial management and oversight procedures, controls and
10 methods as described in Sections 18a-d of Application: Financial Management
11 and Oversight.

- 12 **2) Taxes and Bonds:** Pursuant to law, the School shall not levy taxes or issue bonds
13 secured by tax revenue except as within the specific authority of the City of
14 Aventura.

- 15 **3) Additional Financial Requirements:** The Sponsor may require the School to
16 comply with additional financial requirements mandated by the Florida
17 Department of Education.

- 18 **4) Utilization of the Sponsor:** The School shall not suggest or represent to third
19 parties, including, but not limited to, vendors, creditors, other business entities or
20 their representatives, governmental entities, or other individuals, that the Sponsor
21 will guarantee payment for any purchases made or debts incurred by the School,
22 nor shall the School represent that the Sponsor will guarantee payment for any
23 loans secured by the School, or that the Sponsor will lend its good faith and credit
24 in order for the School to obtain a loan or other forms of credit.

- 25 **5) Bank Transfer Information:** The City shall submit a Bank information form
26 which will provide all necessary information for the City's bank account where
27 payments from the Sponsor will be deposited. The bank account must be in the
28 legal name of the City, and the bank information form must be signed by the City
29 Manager. The Sponsor shall not send payments to a trust account or to any bank
30 account other than one held and controlled by the School.

31 **H) Description of Internal Audit Procedure** The School shall implement the financial

1 controls and audit procedure described in the School's governing laws and rules, the
2 provisions of this Contract, and the School's approved application as described in
3 Sections 18a-d of application: Financial Management and Oversight.

4 SECTION 5: FACILITIES

5 A) Prior Notification

6 1) **Deadline to Secure Facility:** The School is owned by the City of Aventura. The
7 City's General Fund leases the school facilities to the City's Charter School Fund.
8 A copy of the lease shall be available to the Sponsor at least thirty (30) calendar
9 days before the initial opening day of classes.

10 2) **Deadline to submit zoning approvals and Certificate of Occupancy:** The
11 School shall annually obtain, for any owned or leased facility used to house the
12 School, all permanent and temporary licenses, permits, use approval, facility
13 certification, and any other approvals required by the local government or any
14 other governmental bodies having jurisdiction by at least thirty (30) calendar days
15 prior to the opening day of classes. The Sponsor shall terminate this Contract with
16 no compensation to the School, if the School fails to obtain all permanent and
17 temporary licenses, permits, use approval, facility certification, and any other
18 approvals required by the local government or any other governmental bodies
19 having jurisdiction by at least thirty (30) calendar days prior to the opening day of
20 classes.

21 3) **Facility Inspections:** The School shall deliver to the Sponsor copies of any and
22 all facility inspections performed at any time by local governments or any other
23 governmental bodies having jurisdiction within 14 calendar days of the date of the
24 inspection, citation or notices of violations. Subsequent written proof of
25 compliance with any violations arising from such inspections, citations or notices
26 of violations, shall also be delivered to the Sponsor within fourteen (14) calendar
27 days.

28 4) **District Inspection of Facility:** The Sponsor may inspect the School facilities at
29 any time during the school year to ensure compliance with all applicable state
30 laws and building and zoning requirements.

31 B) Compliance with Building and Zoning /Requirements

- 1 **1) Florida Building Code:** The School shall use facilities that comply with the
2 Florida Building Code, pursuant to Chapter 553, including State Requirements for
3 Educational Facilities (SREF).
- 4 **2) Florida Fire Prevention Code:** The School shall use facilities that comply with
5 the Florida Fire Prevention Code.
- 6 **3) Applicable Laws:** The School shall comply with all applicable laws, ordinances,
7 and codes of federal, state, and local governance, including the IDEA, the ADA,
8 and section 504 of the Rehabilitation Act. The School shall obtain all necessary
9 licenses, permits, zoning, use approval, facility certification, and other approvals
10 required for use and continued occupancy of the facility as required by the local
11 government or other governmental agencies, and copies shall be provided to the
12 Sponsor.
- 13 a) The School's operation shall be subject to necessary local government
14 approvals including site plan approval pursuant to §1013.33, F.S., and if
15 applicable, review of traffic studies/analysis. The School may also be
16 required by the local government to provide amenities to ensure safe
17 access to children/pedestrians walking to the School. Zoning or other land
18 use development orders approving the School use, if issued by the local
19 government entity having jurisdiction over the area where the School
20 property is located, shall satisfy the review requirements of §1013.33,
21 F.S.
- 22 b) The School shall be responsible for all costs for, or associated with,
23 complying with local ordinances, securing licenses, permits, zoning, use
24 approval, facility certification, and other approvals, including, but not
25 limited to, application fees, advertising costs, surveyor costs, plan review
26 fees, permit costs and licensing costs, traffic analyses/studies, and any
27 other additional charges or surcharges by the local government or other
28 governmental agencies.
- 29 c) At all times, the School shall display a valid and current Certificate of
30 Occupancy, and other certificates required by building and fire
31 enforcement authorities, health and sanitation enforcement authorities and

1 all other applicable enforcement agencies.

2 d) If the School fails to maintain valid licenses, permits, use approval,
3 facility certification, and any other approvals as required by the local
4 government or any other governmental bodies having jurisdiction at any
5 time during the term of this Contract, the Sponsor may withhold all
6 subsequent payments, without penalty of interest, to the School until
7 required permits, use approval, or facility certifications are obtained
8 and/or may terminate this contract.

9 **4) Capacity of Facilities**

10 a) The School shall not allow the enrollment at any time to exceed the
11 number of students permitted by zoning capacity, certificates of use and/or
12 occupancy, applicable laws and regulations. *If the school is sharing a*
13 *facility with another entity --* The School shares the facilities with the
14 following school(s): N/A. At no time will the combined total enrollment
15 of all of the charters sharing any such facility exceed the CO and CU
16 capacities of the facility. If the School moves out of a shared facility, the
17 School must provide an audit of all equipment, educational materials,
18 supplies, curriculum materials and other items purchased with federal
19 grant funds and such items must be transferred to the School's new
20 location.

21 b) Any change to the official capacity should be reported, in writing with
22 appropriate supporting documentation, within 30 days of change.

23 **5) Leased facilities:** The School is owned by the City of Aventura. The City's
24 General Fund leases the school facilities to the City's Charter School Fund. A
25 copy of the lease shall be available to the Sponsor at least thirty (30) calendar
26 days before the initial opening day of classes. The lease shall be signed by the
27 City Manager. **Emergencies:** In unforeseen circumstances or emergencies, if the
28 facility is damaged or unable to safely house students/personnel, the School must
29 notify the Sponsor, immediately, and secure an alternative location to ensure no
30 interruption in instruction. The alternative location shall be subject to all facility
31 requirements indicated in this section.

1 **C) Location**

2 1) **School's Street Address:** The School will be located at 3333 N.E. 188th Street,
3 Aventura, Florida 33180; Folio No. 28-2203-000-0290.

4 2) **Temporary Facility (if applicable):** The School will be housed at a temporary
5 facility located at N/A from N/A to N/A. Thereafter, the School will be located at
6 the address indicated in paragraph I above.

7 3) **Relocation:** The school shall not change or add facilities except playfields that
8 may be adjacent to the school or locations at any time during the term of this
9 Contract without prior approval of the Sponsor through the Contract amendment
10 process. Violation of this provision constitutes a unilateral amendment or
11 modification of this Contract and good cause for termination.

12 4) **Additional Campuses or Facilities, if applicable.** N/A

13 **D) Prohibition to Affix Religious Symbols:** The School shall not display any religious or
14 partisan political symbols, statues, artifacts, etc., on or about the property and facilities
15 where the School will operate.

16
17 **SECTION 6: TRANSPORTATION**

18 **A) Cooperation Between Sponsor and School:** The School shall provide transportation to
19 the School's students consistent with the requirements of Part I. E. of Chapter 1006,
20 Florida Statutes. The School may provide transportation through an agreement or
21 contract with a private provider or parents.

22 **B) Reasonable Distance:** The School shall provide transportation for students beyond a
23 reasonable distance from the School as provided by law.

24 **C) Compliance with Safety Requirements:** Private providers must be approved by the
25 Sponsor and comply with all applicable state and Sponsor's vehicle inspection and driver
26 certification requirements.

27 **D) Fees:** The School may not charge a fee for transportation to which the student is entitled
28 pursuant to state law. The School shall reimburse parents for parent-provided
29 transportation costs if the student is legally entitled to transportation.

30 **E) Private Transportation Agreement:** The School will provide the Sponsor the name of
31 the private transportation provider and a copy of the signed transportation contract at

1 least ten (10) working days prior to the opening day of classes.

- 2 **F) Reimbursement for School Provided Transportation:** The rate of reimbursement to
3 the School will be equivalent to the reimbursement rate provided by the State for all
4 eligible transported students within the school district.

5 **SECTION 7: INSURANCE AND INDEMNIFICATION**

6 **A) Indemnification of Sponsor**

7 .
8 **1) Indemnification for Professional Liability:** The duty to indemnify for
9 professional liability as insured by the School Leaders Errors and Omissions
10 Liability Policy described in this Contract will continue in full force and effect
11 notwithstanding the expiration or early termination of this Contract with respect
12 to any claims based on facts or conditions which occurred prior to termination. In
13 no way shall the School Leader's Errors and Omissions Liability Policy's three
14 (3) year limitation on post-termination claims of professional liability impair the
15 Sponsor's claims to indemnification with respect to a claim for which the School
16 is insured or for which the School should have been insured under Commercial
17 General Liability Insurance. In addition, the School shall indemnify, defend, and
18 protect and hold the Sponsor harmless against all claims and actions brought
19 against the Sponsor by reason of any actual or alleged infringement of patent or
20 other proprietary rights in any material, process, machine or appliance used by the
21 School.

22 **2) Notification of Third Party Claim, Demand, or Other Action:** The School
23 shall notify the Sponsor of the existence of any third party claim, demand or other
24 action giving rise to a claim for indemnification under this provision (a "third-
25 party claim") and shall give each other a reasonable opportunity to defend the
26 same at its own expense and with its own counsel, provided that the Sponsor shall
27 at all times have the right to participate in such defense at its own expense. If,
28 within a reasonable amount of time after receipt of notice of a third-party claim,
29 the School shall fail to undertake to defend, the other party shall have the right,
30 but not the obligation, to defend and to compromise or settle (exercising
31 reasonable business judgment) the third-party claim for the account and at the risk

1 and expense of the School, which the School agrees to assume. The School or the
2 Sponsor shall make available to each other, at their expense, such information and
3 assistance as each shall request in connection with the defense of a third-party
4 claim.

5 **3) Indemnity Obligations:** The School's indemnity obligations under this provision
6 and elsewhere in the Contract shall survive the expiration or termination of this
7 Contract.

8 **B) Indemnification of School**

9 The School shall not be obligated to indemnify the Sponsor against claims, damages,
10 expenses or liabilities to the extent these may result from the negligence of the Sponsor,
11 its directors, officers, employees, and subcontractors.

12 **C) Sovereign Immunity**

13 The School, to the extent immunity may be waived pursuant to §768.28, F.S., agrees to
14 indemnify, defend with competent counsel, and hold the Sponsor, its members, officers,
15 and agents, harmless from any and all claims, actions, costs, expenses, damages, and
16 liabilities, including reasonable attorney's fees, arising out of, connected with or resulting
17 from: (a) the negligence of the School's employees, contractors, subcontractors, or other
18 agents in connection with and arising out of their services within the scope of this
19 Contract; (b) disciplinary action or the termination of a School employee; (c) the debts
20 accrued by the School and/or non-payment of same; (d) the School's material breach of
21 this Contract or violation of law; (e) any failure by the School to pay its suppliers or any
22 subcontractors; or (f) personal injury, property damage, or violations of civil rights that
23 may arise out of, or by reason of actions of the School and/or its employees, agents, and
24 representatives.

25 **D) Acceptable Insurers**

26 **1) Acceptable Insurance Providers:** Insurance providers must be authorized by
27 subsisting certificates of authority by the Department of Financial Services of the
28 State of Florida, or (II) an eligible surplus lines insurer under Florida Statutes. In
29 addition, the insurer must have a Best's Rating of "A" or better and a Financial
30 Size Category of "VI" or better, according to the latest edition of Best's Key
31 Rating Guide, published by A.M. Best Company.

1 **2) Insurance Provider Compliance:** If, during this period when an insurer is
2 providing the insurance as required by this Contract, an insurer fails to comply
3 with the foregoing minimum requirements, as soon as the School has knowledge
4 of any such failure the School shall immediately notify the Sponsor and promptly
5 replace the insurance with insurance provided by another insurer meeting the
6 requirements. Such replacement insurance coverage must be obtained within
7 twenty (20) days of cancellation or lapse of coverage.

8 **3) Minimum Insurance Requirements:** Without limiting any of the other
9 obligations or liabilities of the School, the School shall, at the School's sole
10 expense, procure, maintain and keep in force the amounts and types of insurance
11 conforming to the minimum requirements set forth in this Contract. Except as
12 otherwise specified in this Contract, the insurance shall commence prior to the
13 commencement of the opening of the School and shall be maintained in force,
14 without interruption, until this Contract is terminated.

15 **E) Commercial and General Liability Insurance**

16 **1) Liabilities Required:** School's insurance shall cover the School for those sources
17 of liability (including, without limitation, coverage for operations,
18 Products/Completed Operations, independent contractors, and liability
19 contractually assumed) which would be covered by the latest occurrence form
20 edition of the standard Commercial General Liability Coverage Form (ISO Form
21 CG 00 01), as filed for use in the State of Florida by the Insurance Services
22 Office.

23 **2) Minimum Limits:** The minimum limits to be maintained by the School (inclusive
24 of any amounts provided by an umbrella or excess policy) shall be \$1 million per
25 occurrence/\$3 million annual aggregate.

26 **3) Deductible/Retention:** Except with respect to coverage for Property Damage
27 Liability, the Commercial General Liability coverage shall apply on a first-dollar
28 basis without application of any deductible or self-insured retention.

29 **4) Occurrence/Claims:** The coverage for Property Damage Liability may be subject
30 to a maximum deductible of \$1,000 per occurrence.

31 **5) Additional Insureds:** The School shall include the Sponsor and its members,

1 officers, and employees as Additional Insured on the required Commercial
2 General Liability Insurance. The coverage afforded such Additional Insured shall
3 be no more restrictive than that which would be afforded by adding the Sponsor
4 as Additional Insured using the latest Additional Insured - Owners, Lessees or
5 Contractors (Form B) Endorsement (ISO Form CG 20 10). The certificate of
6 insurance shall be clearly marked to reflect "The Sponsor (The School Board of
7 Miami-Dade County, Florida), its members, officers, employees, and agents as
8 Additional Insured."

9 **F) Automobile Liability Insurance**

10 1) **Coverage:** The School's insurance shall cover the School for those sources of
11 liability which would be covered by Section II of the latest occurrence edition of
12 the standard Business Auto Policy (ISO Form CA 00 01), including coverage for
13 liability contractually assumed, as filed for use in the State of Florida by the
14 Insurance Services Office. Coverage shall be included on all owned, non-owned,
15 and hired autos used in connection with this Contract.

16 2) **Occurrence/Claims and Minimum Limits:** The minimum limits to be
17 maintained by the School (inclusive of any amounts provided by an umbrella or
18 excess policy) shall be \$1 million per occurrence, and if subject to an annual
19 aggregate, \$3 million annual aggregate.

20 **G) Workers' Compensation/Employers' Liability Insurance**

21 1) **Coverage:** The School's insurance shall cover the School (and to the extent its
22 subcontractors and its sub-subcontractors are not otherwise insured) for those
23 sources of liability which would be covered by the latest edition of the standard
24 Workers' Compensation Policy, as filed for use in Florida by the National
25 Council on Compensation Insurance, without restrictive endorsements. In
26 addition to coverage for the Florida Workers' Compensation Act, where
27 appropriate, coverage is to be included for the Federal Employers' Liability Act
28 and any other applicable federal or state law.

29 2) **Minimum Limits:** Subject to the restrictions found in the standard Workers'
30 Compensation Policy, there shall be no maximum limit on the amount of
31 coverage for liability imposed by the Florida Workers' Compensation Act or any

1 other coverage customarily insured under Part One of the standard Workers'
2 Compensation Policy. The minimum amount of coverage for those coverages
3 customarily insured under Part Two of the standard Workers' Compensation
4 Policy shall be: EL Each Accident: \$500,000; EL Disease-Policy Limit:
5 \$500,000; EL Disease-Each Employee: \$500,000.

6 **H) School Leader's Errors and Omissions Liability Insurance**

7 **1) Form of coverage:** The School shall provide School Leader's Errors and
8 Omissions Liability Insurance shall be on a form acceptable to the Sponsor and
9 shall cover the School for those sources of liability typically insured by School
10 Leader's Errors and Omissions Liability Insurance, arising out of the rendering or
11 failure to render professional services in the performance of this Contract,
12 including all provisions of indemnification, which are part of this Contract.

13 **2) Coverage Limits:** The minimum limits to be maintained by the School inclusive
14 of any amounts provided by an umbrella or excess policy, shall be \$1 million per
15 claim/annual aggregate.

16 **3) Occurrence/Claims:** The insurance shall be subject to a maximum deductible not
17 to exceed \$25,000 per claim. If the insurance is on a claims-made basis, the
18 School shall maintain, without interruption, the Professional Liability Insurance
19 until three (3) years after termination of this Contract.

20 **I) Property Insurance**

21 **1) Structure Requirements:** If the School is the owner and/or has a mortgage on
22 the school site location, the School shall furnish on a form acceptable to the
23 Sponsor, Property Insurance for the "Building" which is to include the structure
24 as described in this Contract, including permanently installed fixtures, machinery
25 and equipment, outdoor fixtures, and personal property to service the premises. If
26 the Building is under construction, the School shall provide evidence of property
27 insurance for the additions under construction and alterations, repairs, including
28 materials, equipment, supplies, and temporary structures within 100 feet of the
29 premises.

30 **2) Additional Requirements:** In addition, the School shall provide evidence of
31 business personal property coverage to include furniture, fixtures, equipment, and

1 machinery used in the School.

- 2 **3) Business Personal Property Insurance:** If the School leases the site location,
3 then the School shall provide on a form acceptable to the Sponsor no later than
4 thirty (30) calendar days prior to the opening of school, evidence of business
5 personal property insurance, to include furniture, fixtures, equipment and
6 machinery used in the School.

7 **J) Applicable to All Coverage**

- 8 **1) Other Coverage:** The insurance provided by the School shall apply on a primary
9 basis and any other insurance or self-insurance maintained by the Sponsor or its
10 members, officers, employees or agents, shall be in excess of the insurance
11 provided by or on behalf of the School.

- 12 **2) Deductibles/Retention:** Except as otherwise specified, the insurance maintained
13 by the School shall apply on a first-dollar basis without application of deductible
14 or self-insurance retention.

- 15 **3) Liability and Remedies:** Compliance with the insurance requirements of this
16 Contract shall not limit the liability of the School, its subcontractors, its
17 sub-subcontractors, its employees or its agents to the Sponsor or others. Any
18 remedy provided to the Sponsor or its members, officers, employees or agents by
19 the insurance shall be in addition to and not in lieu of any other remedy available
20 under the Contract or otherwise.

- 21 **4) Subcontractors:** The school shall require its subcontractors and its sub-
22 subcontractors to maintain any and all insurance required by law.

- 23 **5) Default Upon Non-Compliance:** Failure to comply with this section or to
24 maintain the requisite insurance coverage shall constitute a material breach of this
25 Contract and constitute good cause for termination.

26 **SECTION 8: GOVERNANCE**

- 27 **A) Public or Private Employer:** The School shall be a private employer. If the School
28 elects to be a public employer, the School may participate in the Florida Retirement
29 System upon application and approval as a "covered group" under Fla. Stat. §
30 121.021(34). If a charter school participates in the Florida Retirement System, the charter
31 school employees shall be compulsory members of the Florida Retirement System.

1 Teachers and other staff on approved charter school leave from the Sponsor will be
2 considered employees of the School and will not be covered by the contract between the
3 United Teachers of Dade (UTD) and M-DCPS.

4 **B) Governing Board Responsibilities**

5 **1) Organizational Composition:** The seven member, duly elected representatives of
6 The City of Aventura Commission, will serve as the School's Board of Directors
7 (Board). The primary responsibility of the Board is to lead in the identification
8 and development of broad goals and specific objectives to be accomplished by the
9 School. The Board supports these goals and objectives by annually adopting and
10 operating budget.

11 **2) School Operations:** The Board will oversee the City Manager who will be
12 responsible for the day-to-day operations of the school and exercise continuing
13 oversight over the School's operations. The City's agreement with the education
14 management company shall ensure that all the provisions herein and in the
15 application attached hereto as Appendix A shall be enforced.

16 **3) Accountability:** The School will be held accountable to its students,
17 parents/guardians, and the community at large, through a continuous cycle of
18 planning, evaluation, and reporting as required by law.

19 **4) School Policy and Decision Making:** The City Manager, pursuant to Resolution
20 No. 2003-45 and the Municipal Charter of the City of Aventura, in consultation
21 with School staff, shall be responsible for all policy decision making of the
22 School, including creating/adjusting the curriculum and developing and adopting
23 an annual budget.

24 **5) School Employee Supervision:** The Principal shall be an employee of the City
25 and shall be directly supervised by the City Manager. The City may employ other
26 key personnel of the School who shall be directly supervised by the Principal. The
27 teachers, support staff, and contractual staff will be directly supervised by the
28 Principal or the education management company, as applicable.

29 **6) Educational Excellence School Advisory Council:** The School shall establish
30 an Educational Excellence School Advisory Council (EESAC) pursuant to state
31 law. The School shall establish EESAC by-laws; define the membership; develop

1 election procedures; and post all meeting agendas and minutes pursuant to §
2 286.011, F.S. Notices of all EESAC meetings must be posted at the School, at the
3 location of the meeting, and at the M-DCPS Citizen Information Center at least
4 five (5) days prior to the meeting. Additionally, all bylaws and minutes must be
5 posted using the M-DCPS website and adhere to timelines established by the
6 Sponsor and EESAC bylaws.

7 **7) A School Advisory Board (SAB) will be established to facilitate achievement**
8 **of the mission of the School, and to ensure that the School meets the needs of**
9 **the and community it is developed to serve. School Fiscal Agent:** The School
10 shall be involved from the inception in administrative functions, pursuant to such
11 rules and policies as are developed by the City Manager consistent with the
12 standards for other public schools.

13 **8) Eligible Members of the Governing Body:** No employee of the School may be a
14 member of the governing body.

15 **9) Governing Board Compensation:** No member of the School's governing board
16 shall receive compensation, directly or indirectly, from the School's operations,
17 including but not limited to grant funds. Violation of this provision shall
18 constitute a material breach of the Contract and good cause for termination.

19 **10) School/Parent Contract:** The School agrees to submit any Parent Contracts to
20 the Sponsor for approval. Any amendments to the Parental Contract shall be
21 submitted in advance to the Sponsor for approval. The School shall not use the
22 Parent Contract to discriminate, involuntarily withdraw, or create a financial
23 burden or any other barrier to enrollment. At a minimum, all communication to
24 parents, including Parent Contracts, shall be provided in English, Spanish and
25 Haitian-Creole, as appropriate. Attached, as Q, is the School's Parent Contract.

26 **11) Governing Board Reporting:** The City Manager representing the Governing
27 Board shall periodically report the School's academic progress to all stakeholders.

28 **12) Governance Training:** Pursuant to state law, the School's governing board
29 members shall participate in charter school governance training facilitated by an
30 approved Florida Department of Education vendor.

31 **13) Employment of Relatives:** The School and its employees shall comply with state

1 law prohibiting the employment of relatives which prohibits the appointment,
2 employment, promotion, or advancement, or the advocacy for appointment,
3 employment, promotion, or advancement in or to a position in the charter school
4 in which the personnel are serving or over which the personnel exercises
5 jurisdiction or control of an individual who is a relative.

6 **C) Public Records:** The School shall comply with Ch. 119, F.S., (the Public Records Act),
7 and all other applicable statutes pertaining to public records.

8 **D) Reasonable Access to Records by Sponsor:** The School shall provide the Sponsor
9 access to public records, at no cost, related to the governing board. Failure to provide
10 such access will constitute a material breach of this Contract and good cause for
11 termination.

12 **E) Sunshine Law:** The School's governing board meetings shall take place locally and in a
13 physical location and facility that is easily accessible to the School's parents, students
14 and employees, be publicized in advance to the school community and be open to the
15 public pursuant to §286.011, F.S., (the Sunshine Law): Parents/guardians shall be
16 encouraged to attend. Notification shall be available in languages other than English,
17 where appropriate, e.g., Spanish, and Haitian-Creole.

18 **F) Reasonable Notice of Governing Board Meetings**

19 1) **Notice of Governing Board Meetings:** The school shall publish on the School's
20 website a schedule of all governing board meetings for the school year including
21 the date, time and location of meetings. By July 15 annually, the school shall
22 provide the Sponsor the annual schedule of governing board meetings. The school
23 shall provide reasonable notice to the sponsor of any changes or cancellation of
24 scheduled meetings.

25 2) **Governing Board Meeting Requirements:** For those schools that are in their
26 first year of operation or who have been declared to be in a state of financial
27 emergency, and/or who have been designated as a Correct II (School Grade F) or
28 a Prevent II (School Grade D), the governing board shall meet at least monthly.
29 The governing boards for schools that do not meet any of the above criteria shall
30 meet no less than two times per year The meetings must be noticed, open, and
31 accessible to the public and attendees must be provided the opportunity to receive

1 information and provide input regarding the School's operations. The City
2 Manager and charter school principal or director, or his or her equivalent, must be
3 physically present at each meeting.

4 **G) Identification of Governing Board Members**

- 5 **1) Governing Board Member Eligibility and Clearance:** The School's governing
6 board members shall be fingerprinted by the Sponsor prior to the approval of the
7 School's Contract. New members elected to the governing board after the
8 approval of the School's Contract must be fingerprinted within thirty (30) days of
9 their appointment. The cost of fingerprinting shall be borne by the School or the
10 governing board member. Commission members whose fingerprint check results
11 reveal non-compliance with standards of good moral character shall not be
12 eligible to serve on the governing board. Any change in governing board
13 membership must be reported to the Sponsor in writing within 48 hours of the
14 change. Any violation of this provision will result in the withholding of FTE
15 payments, without interest, until the violation is cured and constitutes good cause
16 for termination.

17 **SECTION 9: EDUCATION SERVICE PROVIDER**

18 **A) Education Service Provider Agreement**

19 **1) School Use of ESP Services**

- 20 **a)** The contract between the School and the education service provider/
21 management company (ESP) shall require that the ESP operate the School
22 in accordance with the terms stipulated in this Contract and all applicable
23 laws, ordinances, rules, and regulations. The contract between the School
24 and the ESP shall allow the School the ability to terminate the contract
25 with the ESP.
- 26 **b)** Neither employees of the ESP nor members of the management
27 company's employees' families, as defined in School Board Policy, 0100,
28 *Definitions*, shall sit on the School's governing board or serve as officers
29 of the Corporation.
- 30 **c)** The Principal shall be employed by the City and evaluated by the City
31 Manager. The Principal shall not own, operate, or serve as an officer of

1 the management company that serves the School.

- 2 d) The contract between the ESP and the City shall ensure that an “arms-
3 length,” performance-based relationship exists between the City and the
4 ESP.
- 5 e) The contract between the City and the management company shall require
6 that the management company disclose to the School and the Sponsor, any
7 affiliations with individuals or entities (e.g. lessors, vendors, consultants,
8 etc.) doing business with the School.
- 9 f) The contract shall obligate the School to pay the ESP a reasonable,
10 specific fee for services.
- 11 g) Any default or breach of the terms of this Contract by the management
12 company shall constitute a default or breach by the School under the terms
13 of the Contract between the School and Sponsor.

14 **2) Submission of ESP Agreement:** The contract between the management company
15 and the City shall be submitted to the Sponsor prior to the approval of the
16 School’s Contract, or at the time an ESP is contracted.

17 **3) Amendments to ESP contract:** All proposed amendments to the contract
18 between the management company and the City shall be submitted in advance to
19 the Sponsor for review. A copy of the amended management agreement shall be
20 provided to the Sponsor within five (5) days of execution.

21 **4) ESP Contract Amendments:** If the City and the ESP amend their contract in a
22 manner that results in a material change to the charter, this Contract will require
23 modification through the contract amendment process.

24 **5) Change of ESP:** If the School changes ESP companies, Contract modification
25 may be required.

26 **SECTION 10: HUMAN RESOURCES**

27 **A) Hiring Practices:** The School shall implement the plan, policies and procedures
28 including how the School will determine whether any potential employees are related to
29 ESP owners or employees or to governing board members, as described in Section 12 of
30 the application: Human Resources. The Governing Board of the charter school, through
31 its City Manager pursuant to Resolution No. 2003-45 and the Municipal Charter of The

1 City of Aventura, will employ qualified, professional staff, contract with qualified
2 entities for administrative, management and/or educational services; and/or utilize the
3 services of a professional education management company for all the daily operations of
4 the School. The principal and other key personnel shall be employees of the City. An
5 education management company or other qualified entity will be the actual employer of
6 the School staff. All employees of the School will receive benefits including health,
7 retirement and all other benefits prescribed by Federal and State Labor Law. City
8 employees shall be hired pursuant to the personnel policies and procedures of the City.
9 City employees shall be hired pursuant to the personnel policies and procedures of the
10 City. The School shall contract with the education management company or qualified
11 entity to hire all other School employees, and shall submit annually to the Sponsor its
12 written strategies used to recruit, hire, train, and retain qualified staff. The School agrees
13 that its employment practices shall be nonsectarian pursuant to Fla. Stat. § 1002.33(9)(a).

14 **1) Reporting Staffing Changes:** The School shall provide the Sponsor with the
15 names and social security numbers of all applicants the School is interested in
16 employing. The School shall provide the Sponsor copies of monthly payroll
17 rosters as directed. The payroll rosters shall indicate the payroll period, hire date
18 of employee, the number of days that each individual was paid for, and the daily
19 rate of each salary or the total amount paid to each individual during that period.
20 Failure to provide this information in a timely manner may result in withholding
21 of FTE payments until the information is provided and shall constitute a breach of
22 this Contract and good cause to terminate the Contract. The parties agree that the
23 School will use the Sponsor's specifically-designed charter school employee
24 management system and procedures for processing staff information. The Sponsor
25 shall provide appropriate training to School personnel on the use of the electronic
26 reporting facility.

27 **2) Non-Discriminatory Employment Practices:** The City and the school shall
28 provide equal opportunity in employment, in accordance with Title VII and the
29 Sponsor's antidiscrimination rules and policies.

30 **3) Teacher Certification and Highly Qualified:** All instructional staff, including
31 substitutes and paraprofessionals, employed by or under contract to the School

1 shall be certified as required by Ch. 1012, F.S., and shall meet all requirements
2 for highly qualified instructional personnel as defined by NCLB. The School may
3 employ or contract with skilled selected non-certified personnel to provide
4 instructional services or to assist instructional staff members as education
5 paraprofessionals in the same manner as defined in Chapter 1012. Staff
6 resumes/biographies shall be available to parents/guardians and community
7 members upon request. The School shall provide continuing professional
8 development programs for its teachers.

9 a) The School shall not employ an individual for instructional services if the
10 individual's certification or licensure as an educator is suspended or
11 revoked by this or any other state. The School shall monitor teacher
12 certification and ensure that teachers maintain their certification current at
13 all times. Temporary instructors employed by the School must have a
14 current substitute teaching certificate issued by the Sponsor.

15 b) The School shall not employ an individual who has resigned in lieu of
16 disciplinary action or who has been dismissed by any school district.

17 c) For blended-learning programs, instructional personnel may be employees
18 of the charter school or may be contracted to provide instructional
19 services. At a minimum, the instructional personnel must hold state
20 certification as required by §1012.55, F.S., or school district adjunct
21 certification under §1012.57, F.S., for the subject area of the blended
22 learning course.

23 **4) Fingerprinting and Background Screening**

24 a) Pursuant to §§1012.32(2)(a), 1012.465, and 435.04, F.S., and School
25 Board Policy 1121.01, *Employment Standards and Fingerprinting*, as well
26 as 2005 HB 1877, the Jessica Lunsford Act, the School shall fingerprint
27 for level 2 screening of all applicants, for instructional and non-
28 instructional positions, that the School is interested in employing.
29 Additionally, the School agrees that each of its employees,
30 representatives, agents, subcontractors, or suppliers who are permitted
31 access on school grounds when students are present, who have direct

1 contact with students or who have access to or control of school funds
2 must meet level 2 screening requirements as described in §§ 1012.32 and
3 435.04, F.S.

4 b) The Sponsor shall perform the processing of each applicant's fingerprints.
5 The School or the applicant shall bear any and all costs associated with the
6 required fingerprinting and level 2 background screening.

7 c) The School shall not hire School employees prior to the Sponsor's receipt
8 and review of the fingerprinting and level 2 background screening results
9 of the charter school applicants from the Florida Department of Law
10 Enforcement and the Federal Bureau of Investigation. Potential School
11 employees shall submit official court dispositions for criminal offenses of
12 moral turpitude listed as part of their fingerprint results. The School shall
13 not hire applicants whose fingerprint check and level 2 screening results
14 reveal non-compliance with standards of good moral character.
15 Noncompliance may result in withholding of FTE payments, without
16 interest, and shall constitute good cause to terminate this contract.

17 d) The School shall conduct general drug screening on all applicants for
18 instructional and non-instructional positions, including contracted
19 personnel, pursuant to the Sponsor's School Board Policy 1124, *Drug-*
20 *Free Workplace*, and the Miami-Dade County Public Schools' Drug-Free
21 Workplace General Policy Statement (Appendix R). A negative drug
22 screening result shall be a requirement and prerequisite for employment.
23 The cost of drug screening shall be borne by the School or the applicant.

24 **B) Employment Practices**

25 1) **Statutory Prohibition and Required Disclosure regarding Hiring of**
26 **Relatives:** The School and its employees shall comply with state law prohibiting
27 the employment of relatives which prohibits the appointment, employment,
28 promotion, or advancement, or the advocacy for appointment, employment,
29 promotion, or advancement in or to a position in the charter school in which the
30 personnel are serving or over which the personnel exercises jurisdiction or control
31 of an individual who is a relative.

- 1 2) **Self-Reporting of Arrests:** The School shall require all instructional employees
2 who hold Department of Education teaching certificates to self-report within 48
3 hours to appropriate authorities any arrest and final dispositions of such arrest
4 other than minor traffic violations.
- 5 3) **Standards of Behavior:** The School shall require employees to adhere to School
6 Board Policy 3210, *Standards of Ethical Conduct*, and School Board 3271,
7 *Weapons*, prohibiting employees from bringing firearms onto School property.
8 The School shall be responsible for the investigation and discipline of any School
9 employee who may be in violation of these Rules.
- 10 4) **Code of Ethics:** The School shall require that its employees abide by the Florida
11 Code of Ethics of the Education Profession in Florida, and Principles of
12 Professional Conduct for the Education Profession in Florida (Appendix S). The
13 School shall be responsible for the investigation and discipline of any School
14 employee who may be in violation of these regulations.
- 15 5) **Personnel Policy:** The School shall comply with its policy for selecting and
16 employing personnel (Appendix T).
- 17 6) **Collective Bargaining:** School employees shall have the option to bargain
18 collectively and may collectively bargain as a separate unit or as part of the
19 existing School District collective bargaining unit as determined by the structure
20 of the School.
- 21 7) **Immigration Status:** The School shall employ only individuals legally
22 authorized to work in the United States pursuant to federal immigration laws and
23 USCIS regulations.
- 24 8) **Employee Discipline:** The School shall discipline its employees pursuant to state
25 law and rules and any applicable federal laws. The School shall apply thorough,
26 consistent, and even-handed procedures in disciplinary actions. Terminated
27 employees are entitled to receive compensation for the time they have been
28 employed.
- 29 9) **Employee Evaluation:** The School shall annually evaluate all instructional
30 employees pursuant to state law.

31 **C) Sponsor Training of School's Employees**

1 (30) days before the expiration or termination of the required insurance.

2 **C) Drug-Free Workplace:** The School shall be a drug-free workplace pursuant to the
3 Sponsor's rules.

4 **D) Entire Agreement:** This Contract shall constitute the full, entire, and complete
5 agreement between the parties. All prior representations, understandings, and
6 agreements whether written or oral are superseded and replaced by this Contract. This
7 Contract may be altered, changed, added to, deleted from, or modified only through the
8 voluntary, mutual consent of the parties in writing. Any substantial amendment to this
9 Contract shall require approval of the School Board.

10 **E) No Assignment:** This Contract shall not be assigned by either party. The School may,
11 without the consent of the Sponsor, enter into contracts for services with an individual or
12 group of individuals organized as a partnership or cooperative so long as the School
13 remains ultimately responsible for those services as set forth in this Contract.

14 **F) No Waiver:** No waiver of any provision of this Contract shall be deemed or shall
15 constitute a waiver of any other provision unless expressly stated. The failure of either
16 party to insist in any one or more instances upon the strict performance of any one or
17 more of the provisions of this Contract shall not be construed as a waiver or
18 relinquishment of the term or provision, and the same shall continue in full force and
19 effect. No waiver or relinquishment to any provision of this Contract shall be deemed to
20 have been made by either party unless in writing and signed by the parties.

21 **G) Default:** Non-compliance with any of the terms and conditions of this Contract shall
22 constitute good cause for termination.

23 **H) Survival Including Post-Termination:** All representations and warranties made in this
24 contract shall survive termination of this contract.

25 **I) Severability:** If any provision or any section of this Contract is determined to be
26 unlawful, void or invalid, that determination shall not affect any other provision or any
27 section of any other provision of this Contract and all remaining provisions shall
28 continue in full force and effect

29 **J) Third Party Beneficiary:** This Contract is not intended to create any rights of a third
30 party beneficiary. This clause shall not be construed, however, as contrary to any
31 statutory or constitutional right possessed by a member of the community, a student, or

1 parent/guardian of a student of the School.

2 **K) Choice of Laws:** This Contract is made and entered into in the State of Florida and shall
3 be interpreted according to the laws of Florida, with venue in Miami-Dade County. The
4 parties mutually agree that the language and all parts of this Contract shall in all cases be
5 construed as a whole according to its fair meaning, and not strictly for or against any of
6 the parties.

7 **L) Notice:** Every notice, approval, consent or other communication authorized or required
8 by this Contract shall not be effective unless it is in writing and sent postage prepaid by
9 United States mail, directed to the other party at the address provided or such other
10 address as either party may designate in writing from time to time:

11
12 Aventura City of Excellence Charter School
13 Eric M. Soroka, City Manager
14 City of Aventura
15 19200 West Country Club Drive
16 Aventura, Florida 33180

17
18 Aventura City of Excellence Charter School
19 Julie Alm, Principal 3333 N.E. 188th Street
20 Aventura, Florida 33180

21
22 The School Board of Miami-Dade County, Florida
23 Attn.: Superintendent
24 1450 N.E. 2nd Avenue, Suite 931
25 Miami, FL 33132-1308

26
27 And copies of all Notices to:

28
29 Clerk of the School Board
30 1450 N.E. 2nd Avenue, Suite 268B
31 Miami, FL 33132-1308

32
33 **M) Authority:** Each of the persons executing this Contract represent and warrant that they
34 have the full power and authority to execute the Contract on behalf of the party for whom
35 he or she signs and that he or she enters into this Contract of his or her own free will and

1 accord and with his or her own judgment, and after consulting with anyone of his or her
2 own choosing, including but not limited to his or her attorney. The School and the
3 Sponsor both represent that they have been represented in connection with the
4 negotiation and execution of this Contract and they are satisfied with the representation.

5 **N) Conflict/Dispute Resolution**

6 **1) Contractual Conflicts:** If a conflict arises out of the terms, construction, or rights
7 or obligations contained in this Contract, the Sponsor or the School may either
8 use the Dispute Resolution Procedure contemplated within Appendix V, or
9 pursuant to Fla. Stat. § 1002.33(6)(i). This provision does not apply to non-
10 renewals or terminations.

11 **2) School Stakeholder Conflicts:** All conflicts between the School and the
12 parents/legal guardians of the students enrolled at the School shall be handled by
13 the School or its City Manager. Evidence of each parent's/guardian's
14 acknowledgement of the School's Parent Conflict Resolution Process shall be
15 available for review upon request by the Sponsor.

16 **3) Contractual Priority:** In the event of any conflict between the provisions of this
17 Contract and any Appendix, this Contract shall prevail.

18 **O) Citations:** All citations of legal authority, including Sponsor's rules, shall refer to
19 those in effect when this contract is executed, subject to any subsequent amendments.

20 **P) Headings:** Headings in the Contract are for convenience and reference only and in no
21 way define, limit, or describe the scope of the Contract and shall not be considered in the
22 interpretation of the Contract or any provision hereof.

23 **Q) M-DCPS Police:** MDCPS School Police may accompany District officials in executing
24 the Sponsor's monitoring responsibilities and other official business.

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IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first above written.

16
17

ATTEST: THE CITY OF AVENTURA, FLORIDA, on behalf of
AVENTURA CITY OF EXCELLENCE CHARTER SCHOOL

18
19
20

By: _____ Date _____ By: _____ Date _____
Signature of City Clerk Signature of City Manager

21
22
23

Name: _____ Name: _____
City Clerk City Manager

24
25
26

ATTEST: THE SCHOOL BOARD OF MIAMI - DADE COUNTY, FLORIDA

27

1
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9

By: _____
Signature of Secretary Date

By: _____
Signature of Board Chair Date

Name: _____
Alberto M. Carvalho
Secretary

Name: _____
Perla Tabares Hantman
Board Chair

APPROVED AS TO FORM:

By: _____
School Board Attorney Date

Name: _____
School Board Attorney

RESOLUTION NO. 2012-__

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA AUTHORIZING THE CITY MANAGER TO EXECUTE THE ATTACHED THIRD AMENDMENT TO THE CHARTER SCHOOL CONTRACT FOR THE AVENTURA CITY OF EXCELLENCE SCHOOL BETWEEN THE CITY OF AVENTURA AND THE MIAMI-DADE COUNTY SCHOOL BOARD; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1. The City Manager is hereby authorized to execute the Third Amendment to the Charter School Contract for the Aventura City of Excellence School between the City of Aventura and the Miami-Dade County School Board, in substantially the form attached, with certain changes, insertions and additions as the City Manager may approve.

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

PASSED AND ADOPTED this 10th day of July, 2012.

SUSAN GOTTLIEB, MAYOR

ATTEST:

TERESA M. SOROKA, MMC
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

CITY ATTORNEY

CITY OF AVENTURA

OFFICE OF THE CITY MANAGER

MEMORANDUM

TO: City Commission

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

DATE: June 15, 2012

SUBJECT: **Resolution Supporting the Miami-Dade County League of Cities Efforts to Negotiate a New Charter County Transit System Surtax Interlocal Agreement**

July 10, 2012 Commission Meeting Agenda Item 5-C

RECOMMENDATION

It is recommended that the City Commission adopt the attached Resolution supporting the Miami-Dade County League of Cities' (MDCLC) efforts to negotiate a new Charter County Transit System Surtax Interlocal Agreement.

BACKGROUND

As previously discussed, the Interlocal Agreement with the County regarding the Charter County Transit System Surtax is set to expire this year. The MDCLC is leading the efforts on behalf of the cities to represent our position in negotiations with the County. I have attended a series of meetings hosted by MDCLC and attended by the various cities. At the conclusion of the meetings, a position paper was drafted and is included in the attached Resolution. In order to maintain a united front in our negotiations with the County, it is important that we support the MDCLC in their efforts to represent us.

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

EMS/act

Attachment

CCO1779-12

RESOLUTION NO. 2012-__

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, SUPPORTING THE MIAMI-DADE COUNTY LEAGUE OF CITIES' EFFORTS TO NEGOTIATE A NEW CHARTER COUNTY TRANSIT SYSTEM SURTAX INTERLOCAL AGREEMENT ON BEHALF OF THE MUNICIPALITIES IN MIAMI-DADE COUNTY; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, On May 14, 2012, the Miami-Dade County League of Cities (the "League") hosted a meeting with municipal managers and/or their representatives with reference to the Charter County Transit System Surtax Interlocal Agreements (2003, 2007 and 2011); and

WHEREAS, the League, together with member municipalities, is creating a committee to begin discussions with Mayor Carlos Gimenez and his staff regarding the Agreement; and

WHEREAS, the League has requested that every municipality adopt a resolution identifying the position the League will take on behalf of the municipalities, assign an individual that is authorized to represent the City and authorize the League to begin negotiating an Agreement with the County on behalf of the City.

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

Section 1. That the City Commission hereby supports the following position of the League with regards to negotiating a new Agreement:

- Eliminate 20% transit requirements - making 100% of funds available for transportation related purposes;
- Define "transportation" purposes to include but not limited to the provisions of F.S. 212.055 with the relevant sub-references to the F.S. 334.03 and 335.065(1)(a);
- Allow for an annual independent audit to be overseen by an established municipal committee to audit the County's use of the surtax funds with the same regularity as the County audits municipalities;
- Eliminate the required baseline maintenance of efforts;

- Distributed net proceeds to municipalities incorporated after November 2, 2002 shall not be reduced or affect the municipal share for eligible municipalities;
- Identify a percent of the County’s 80% (based on population) that is dedicated to UMSA with the intent to allocate to future annexations and incorporations;
- Allow for the Agreement to remain in effect from year to year for so long as the County receives net proceeds;
- Provide “favored nation” status to municipalities so as to grant the same exemptions and rights that the County grants itself and/or other eligible municipalities;
- Need to define “cause” related to “termination” and/or when County “withholds” surtax funds; and
- Reduce reporting requirements to annually not quarterly and tied to the certification requirement of the work completed.

Section 2. That the City Manager is hereby authorized to represent the City on this matter and to do all things necessary to carry out the aims of this Resolution.

Section 3. That League is hereby authorized to negotiate an Agreement with the County on behalf of the City.

Section 4. This Resolution shall take effect immediately upon adoption.

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

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

PASSED AND ADOPTED this 10th day of July, 2012.

SUSAN GOTTLIEB, MAYOR

ATTEST:

TERESA M. SOROKA, MMC
CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

CITY ATTORNEY

CITY OF AVENTURA
OFFICE OF THE CITY MANAGER

MEMORANDUM

TO: City Commission

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

DATE: June 14, 2012

SUBJECT: **Resolution Declaring Equipment Surplus**



July 10, 2012 Commission Meeting Agenda Item 5-D

RECOMMENDATION

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

BACKGROUND

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

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

EMS/act

Attachment

RESOLUTION NO. 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 Billy Joel	_____
Commissioner Michael Stern	_____
Commissioner Luz Urbaez-Weinberg	_____
Vice Mayor Teri Holzberg	_____
Mayor Susan Gottlieb	_____

PASSED AND ADOPTED this 10th day of July, 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: 14 June 2012

SUBJECT: Surplus Property

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

GBC Electric Image Maker, Serial #1F05936

Martin Yale Auto Folder

Sony Color Video Printer, Asset #0848

Panasonic VHS Player, AG-1330, Serial #KOKN01758

CITY OF AVENTURA

OFFICE OF THE CITY MANAGER

MEMORANDUM

TO: City Commission

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

DATE: June 27, 2012

SUBJECT: **Architectural Basic Services Agreement Between PGAL and the City for Government Center Parking Expansion Project**

July 10, 2012 City Commission Meeting Agenda Item SE

RECOMMENDATION

It is recommended that the City Commission adopt the attached Resolution authorizing the execution of the Architectural Basic Services Agreement between PGAL and the City for the Government Center Parking Expansion Project.

BACKGROUND

At the November 1, 2011 Meeting, the City Commission adopted a Resolution selecting the firm of PGAL to perform architectural and engineering services for the City's Government Center Parking Expansion Project. The project was divided into two major components: Pre-Design and Basic Services. The Basic Services portion has been completed. The conception design is attached.

The Basic Services Phase includes the following items at a cost of \$232,230.

- Construction Documents
- Permits, Bid & Award
- Construction Management

Attached is the Basic Services Proposal and Scope of Services.

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

CCO1780-12

RESOLUTION NO. 2012-__

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA AUTHORIZING THE CITY MANAGER TO EXECUTE THE ATTACHED BASIC SERVICES AGREEMENT BETWEEN THE CITY OF AVENTURA AND PGAL ARCHITECTS TO PERFORM ARCHITECTURAL AND ENGINEERING SERVICES TO 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.

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

Section 1. The City Manager is hereby authorized to execute the attached Agreement (the " Agreement"), in substantially the form attached hereto, between the City of Aventura and PGAL Architects to perform architectural and engineering services to design and permit the City's Government Center Parking Expansion Project in accordance with RFQ No. 11-9-21-2.

Section 2. PGAL Architects has completed pre-design work in accordance with Resolution No. 2011-65.

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

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

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

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

PASSED AND ADOPTED this 10th day of July, 2012.

Susan Gottlieb, Mayor

ATTEST:

Teresa M. Soroka, MMC
City Clerk

Approved as to Form and Legal Sufficiency:

City Attorney

11

Pierce Goodwin Alexander & Lurville

June 22, 2012

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

**Re: Aventura Government Center Parking Expansion
(Basic Services Proposal)**

Dear Mr. Soroka:

PGAL is pleased to present this proposal for Basic Services for the new Aventura Government Center Parking Expansion project. The design has been approved by the City and the initial pre-design services have been completed. We also submitted the drawings for the site plan/variance approval on 5/31/12.

A. SCOPE OF SERVICES

The approved design is a three level parking garage with approximately 208 spaces. The first floor will house the police department vehicles and service areas. The upper levels will be for visitors and staff. The existing generator and vehicle fueling area will remain. See Exhibit A.1 for revised Scope of Work.

B. COMPENSATION

The fixed fee for the above services shall be \$210,000. (See Exhibit B.1) The following is a breakdown of the fee:

50% Construction Documents - 38%	\$ 79,800
100% Construction Documents - 37%	\$ 77,700
Permitting and Bid Negotiations - 5%	\$ 10,500
Construction Administration - 20%	\$ 42,000

The following expenses are in addition to Basic Services:

1. Expense of reproductions for submittal to agencies having jurisdiction over the project or for the Owners or Contractors use.
2. Expense of courier or overnight delivery.
3. Mileage expense from the City of Boca Raton as the point of origin.
4. Other expenses only as authorized in advance by the Owner.

Payment to **PGAL** is due thirty days after receipt of invoice and is delinquent beyond that time, when an additional charge of 1% per month, simple interest will be added. Invoices will only be rendered after services have been completed or on a monthly basis as a percentage of completion.

C. ADDITIONAL/OPTIONAL SERVICES

The following items are not included in Basic Services:

- 1. Modification to approved conceptual plans
- 2. Security Design
- 3. Parking Access Controls Design
- 4. Cost Estimating
- 5. Signage & Graphics Design
- 6. Additional Surveys
- 7. Geotechnical Engineering
- 8. Special Inspections
- 9. Record (as built) Drawings
- 10. Perspective renderings, computer animations or models
- 11. Expense of color reproductions for presentation documents
- 12. Expense of filing or permit fees

See Exhibit B.1 for above items where fees have been determined.

Any additional services requested shall be billed at a mutually agreeable fixed fee or at the following PGAL Hourly Rate Schedule.

Principal	\$190.00
Project Manager / Designer	\$185.00
Project Architect	\$175.00
Job Captain	\$125.00
Technical / CAD Drafting	\$ 85.00
Clerical	\$ 80.00

D. PROJECT SCHEDULE

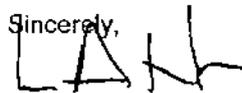
The above services will be provided and completed based upon the following schedule based upon working days and receipt of Notice-to-Proceed from City.

50% Construction Documents	30 days
100% Construction Documents	30 days
Permitting and Bid Negotiations	45 days (estimated)
Construction Administration	330 days (estimated)

If the terms of this Agreement meet with your approval, please sign and return one (1) copy of this letter as authorization to proceed.

We look forward to working with the City of Aventura to meet your growing needs.

Sincerely,



Ian A. Nestler, AIA, LEED AP
Principal

Attachments: Exhibit A.1 Scope of Work
Exhibit B.1 Fee Distribution

cc – File
Joby Balint
Rodney Crockett

AGREED AND ACCEPTED	
This _____ day of _____, 2012	
By: _____	
Title: _____	

EXHIBIT A.1

SCOPE OF WORK

GOVERNMENT CENTER PARKING EXPANSION

PROJECT DESCRIPTION

The project consists of a new parking structure adjacent to City Hall and will replace a portion of the existing surface lot. The existing lot primarily serves visitors, City staff and Police and an undetermined number of spaces will need to be maintained throughout construction. It is envisioned that the new structure will contain approximately 208 spaces or as many as feasible for the Final Construction Budget. Current budget is \$3,400,000, but may be adjusted slightly by the City at their discretion. An existing Police Vehicle Fueling and Maintenance Area are to remain in the existing location on site. Also the existing generator and enclosure will remain in the current location on site. The project is anticipated to be competitively bid.

SERVICES

The Pre-design Phase is now complete. Basic Services for the project include architectural, structural, mechanical, electrical, plumbing, fire protection, landscape, and civil engineering. Services are broken down into two components: 1) Basic Services and 2) Optional/Supplemental Services. Basic Services Scope will be based on the approved Final Concept and will include a 50% CD submittal as well as a 100% CD submittal. In addition bidding and permitting phases are included. The fees for these services are as outlined on Exhibit B.1. Optional/Supplemental Services include Security Design, Parking Access Controls, and Signage & Graphics as optional items. Also, listed on this exhibit are Supplemental items which are required for the project such as the Tree Survey and the Geotechnical Engineering services.

SCHEDULE

The drawings for the site plan approval/variance package were submitted May 31st, 2012. The construction document phase will begin immediately after the site plan/variance has been approved. We will submit 50% CD's for review and comment (30) working days after receiving the site plan/variance approval. The 100% CD phase will be completed (30) working days after receiving review comments related to the 50% CD submittal and a notice to proceed. The drawings will then be issued for bidding and permitting purposes.

EXHIBIT B.1

Government Center Parking Expansion Fee Distribution

Pre-Design Phase Complete

Basic Services		%	Gross Fee	
Phase	Task			
	Basic Services			
1	50% Construction Documents	38%	\$	79,800
2	100% Construction Documents	37%	\$	77,700
3	Permits, Bid & Award	5%	\$	10,500
4	Construction Administration	20%	\$	42,000
Total Basic		100%	\$	210,000

Optional/Supplemental Services		Gross Fee	
Task			
1	Modification to approved conceptual plans		TBD
2	Security Design		TBD
3	Parking Access Controls		\$4,000
4	Cost Estimating		TBD
5	Signage & Graphics Design		\$4,000
6	Tree Survey		\$1,800
7	Geotechnical Engineering		\$7,630
8	Special Inspections		TBD
9	Record (as-built) Drawings		TBD
10	Perspective renderings, computer animations		TBD
11	Expense of color reproductions		TBD
12	Expense of color filing or permit fees		TBD
Total Supplemental			\$ 17,430

Expenses	\$ 4,800
-----------------	-----------------

TOTAL	\$ 232,230
--------------	-------------------



CITY OF ANDOVER
 Government Center
 1800 West County Circle Drive
 Andover, Florida 32610
 (904) 486-6174

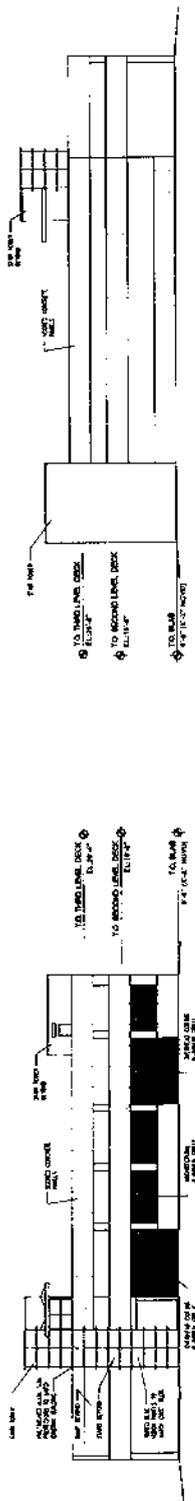
PG&AL
 704 PARKER COMMERCIAL
 BLVD. SUITE 400
 BOCA RATON, FLORIDA
 33487
 (774) 581-8888
 (774) 581-9802
 www.pgandal.com

ARCHITECT
 ANDOVER, FLORIDA
 CENTER - PARKING EXPANSION
 PROJECT NUMBER
 R-201493-2
 PREPARED FOR
 1800 WEST COUNTY CLUB
 ANDOVER, FLORIDA 32610
 DATE OF DRAWING
 MAY 11, 2017
 DRAWN BY
 R. M. HARRIS

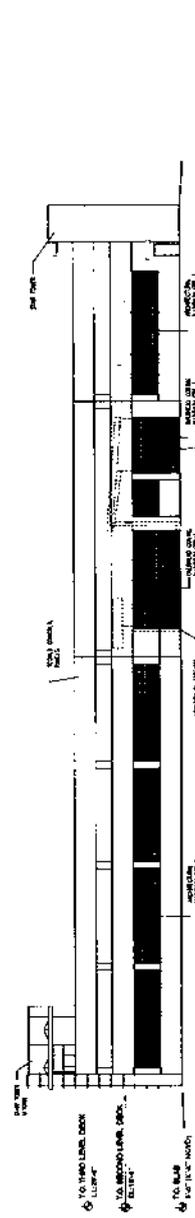
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 PLOT BY: R. M. HARRIS
 PLOT SCALE: 1/8" = 1'-0"
 PLOT SHEET: 1 OF 1
 PLOT TITLE: CENTER - PARKING EXPANSION

CONTRACTOR
 ANDOVER, FLORIDA
 CENTER - PARKING EXPANSION
 PROJECT NUMBER
 R-201493-2
 PREPARED FOR
 1800 WEST COUNTY CLUB
 ANDOVER, FLORIDA 32610
 DATE OF DRAWING
 MAY 11, 2017
 DRAWN BY
 R. M. HARRIS

SHEET NUMBER
A 6.01



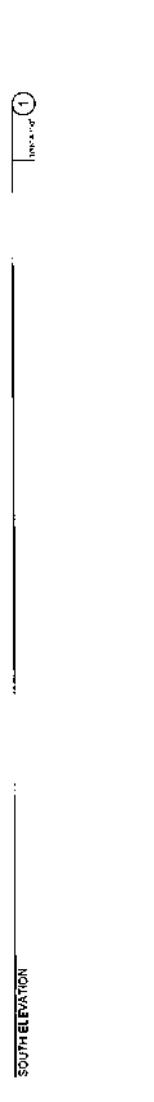
EAST ELEVATION (4)



WEST ELEVATION (3)



NORTH ELEVATION (2)



SOUTH ELEVATION (1)



CITY OF AVENTURA
 Government Center
 1000 West Country Club
 Aventura, Florida 33186
 (781) 966-4600

PG&A

791 PARK OF COMMERCE
 BLVD, SUITE 400
 BOCA RATON, FLORIDA
 33487
 (781) 966-4602
 (781) 966-3002
 44 AVENUE
 BOCA RATON, FLORIDA

CONTRACT NO.

PROJECT TITLE
**AVENTURA GOVERNMENT
 CENTER - PARKING EXPANSION**

PROJECT NUMBER

PROJECT OWNER
**1000 WEST COUNTRY CLUB
 DRIVE
 AVENTURA, FLORIDA 33186**

DATE OF ISSUE
MAY 11, 2012

REVISIONS

DESIGNED BY
 DRAWN BY
 CHECKED BY
 APPROVED BY
 DATE
 SHEET NO.

NOTES:
 1. THIS DRAWING IS FOR INFORMATION ONLY.
 2. THIS DRAWING IS NOT TO BE USED FOR CONSTRUCTION.
 3. THIS DRAWING IS NOT TO BE USED FOR ANY OTHER PURPOSE.
 4. THIS DRAWING IS NOT TO BE USED FOR ANY OTHER PURPOSE.
 5. THIS DRAWING IS NOT TO BE USED FOR ANY OTHER PURPOSE.

PROJECT NUMBER
A 6.00

DATE



CITY OF AVENTURA

OFFICE OF THE CITY MANAGER

MEMORANDUM

TO: City Commission

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

DATE: June 20, 2012

SUBJECT: **Disbursement of Police Forfeiture Funds**

July 10, 2012 City Commission Meeting Agenda Item 5F

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 \$39,587 for Police Training Facility Build Out Project, Change Order No. 1 from the Police State Forfeiture Funds in accordance with the City Manager’s memorandum.”

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

EMS/act

Attachment

CITY OF AVENTURA

POLICE DEPARTMENT

INTER OFFICE MEMORANDUM

TO: Eric M. Soroka, City Manager
FROM: ~~Steven Steinberg, Chief of Police~~
DATE: 20 June 2012
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:

Police Training Center build out \$39,587

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

Police Department Training Center build out - This is a request to encumber and spend up to \$39,587 of State forfeiture funds for unanticipated expenses for the training center build out. The unanticipated expenses generated construction Change Orders in various construction disciplines.

EXHIBIT A

**GOVERNMENT CENTER – 3RD FLOOR RENOVATIONS
CHANGE ORDER #1**

1. AV System Upgrades - \$14,905
2. Upgraded Floor and Wall Mats - \$6,236
3. Washer / Dryer Room Modification - \$8,283
4. Miami-Dade Fire Rescue required a power booster be added to the fire control system - \$1,045
5. Modified Trolley System - \$1,618
6. Contingency - \$7,500

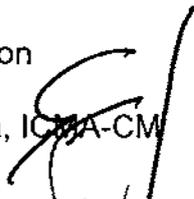
TOTAL AMOUNT \$39,587

CITY OF AVENTURA

COMMUNITY DEVELOPMENT DEPARTMENT

MEMORANDUM

TO: City Commission

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

BY: Joanne Carr, AICP 
Community Development Director

DATE: June 8, 2012

SUBJECT: Request of City Staff for (1) Variance from Section 31-147(a)(3) to allow a 16'8" wide side street yard setback where a minimum 30' wide side street yard setback is required by Code; and (2) Variance from Section 31-147 (a)(3) to allow a 3' wide rear yard setback where a 20' wide rear yard setback is required by Code for the Aventura Government Center Parking Garage to be located in the Community Facilities (CF) District 19200 West Country Club Drive, City of Aventura (01-VAR-12)

July 10, 2012 City Commission Meeting Agenda Item 6

RECOMMENDATION

It is recommended that the City Commission approve staff's request for variance to allow a 16'8" wide side street yard setback and to allow a 3' wide rear yard setback for the proposed three level parking garage to be located on the Aventura Government Center site, subject to the following conditions:

1. Plans shall substantially comply with those submitted as follows:
 - "Aventura Government Center – Parking Expansion", Cover Sheet, prepared by PGAL, dated May 30, 2012, signed and sealed 6/12/12.
 - "Aventura Government Center", Boundary & Topographic Survey, Sheet 1 of 1, prepared by Fortin Leavy Skiles Inc. dated 12/5/11, updated 5/24/12, signed and sealed.
 - "Aventura Parking Garage", Landscape Plan, Sheet L-1, prepared by Witkin Hults Design Group, dated 5/29/12, signed and sealed 6/8/12.

- “Aventura Parking Garage”, Landscape Plan, Sheet L-2, prepared by Witkin Hults Design Group, dated 5/29/12, signed and sealed 6/8/12.
- “Aventura Parking Garage”, Landscape Plan, Sheet L-3, prepared by Witkin Hults Design Group, dated 5/29/12, signed and sealed 6/8/12.
- “Aventura Parking Garage”, Schematic Drainage Plan, Sheet 1 of 2, prepared by Chen Moore & Associates, dated 05/25/12, signed and sealed 6/11/12.
- “Aventura Parking Garage”, Schematic Drainage Plan, Sheet 2 of 2, prepared by Chen Moore & Associates, dated 05/25/12, signed and sealed 6/11/12.
- “Aventura Government Center – Parking Expansion”, Sheet A1.01A, Site Plan, prepared by PGAL, dated May 30, 2012, signed and sealed 6/12/12.
- “Aventura Government Center – Parking Expansion”, Sheet A2.10, Ground Floor Plan, prepared by PGAL, dated May 30, 2012, signed and sealed 6/12/12.
- “Aventura Government Center – Parking Expansion”, Sheet A2.20, Second Level Floor Plan, prepared by PGAL, dated May 30, 2012, signed and sealed 6/12/12.
- “Aventura Government Center – Parking Expansion”, Sheet A2.30, Roof Level Floor Plan, prepared by PGAL, dated May 30, 2012, signed and sealed 6/12/12.
- “Aventura Government Center – Parking Expansion”, Sheet A6.00, Elevations, prepared by PGAL, dated May 30, 2012, signed and sealed 6/12/12.
- “Aventura Government Center – Parking Expansion”, Sheet A6.01, Perspective Study, prepared by PGAL, dated May 30, 2012, signed and sealed 6/12/12.

2. Permits shall be obtained within twelve (12) months of the date of the Resolution or the approvals granted shall be deemed null and void unless extended by a motion of the City Commission.

THE REQUESTS

City staff is requesting approval of a variance from Section 31-147(a)(3) to allow a 16'8" wide side street yard setback where a minimum 30' wide street side yard setback is required by Code and to allow a 3' wide rear yard setback where a minimum 20' wide rear yard setback is required by Code, for the Aventura Government Center parking garage to be located at 19200 West Country Club Drive, City of Aventura.

BACKGROUND

APPLICANT	City of Aventura
OWNER OF PROPERTY	City of Aventura
LOCATION OF PROPERTY	19200 West Country Club Drive (See Exhibit #1 for Location Plan and Exhibit #2 for Aerial Photograph)
SIZE OF PROPERTY	Approximately 147,886 square feet (3.395 acres)

LEGAL DESCRIPTION

Tract "A", Aventura Government Center, according to the plat thereof recorded in Plat Book 156, Page 57 of the Public Records of Miami-Dade County, City of Aventura, Florida

SURROUNDING PROPERTIES

Zoning –

Subject Property	CF, Community Facilities District
North	B2, Community Business District
East	ROS, Recreation Open Space
South	RMF3, Multifamily Medium Density Residential District
West	TC1, Town Center District

Existing Land Use -

Subject Property:	Aventura Government Center
Property to the North:	Aventura Mall
Property to the South:	Residential Apartments
Property to the East:	Founder's Park
Property to the West:	Office Building

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

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

The Site – The site is an irregularly shaped parcel on the west side of West Country Club Drive, immediately to the south of the William Lehman Causeway and contains 3.395 acres. The lot width at the east limit is approximately 277 feet and narrows at the west limit to approximately 157 feet. The Aventura Government Center, completed in April of 2001, is located on this parcel.

The Project –The City proposes to construct a three-story, 89,527 square foot parking garage containing 208 spaces to be located in the northwesterly portion of the Aventura Government Center site. The parking structure will provide additional parking to accommodate residents and guests visiting the Government Center, as well as City employees and City service vehicles. The parking structure will provide a secure area for our police vehicles on the first floor, with employee, resident and guest parking on the second and third levels. Existing surface parking spaces will remain along the south property limit, under the west plaza stairway and along the north building limit.

The structure's exterior façade has been designed to be similar in design to the façade of the Government Center.

Site plan review is currently underway by City staff. Other than the variances requested, the site plan meets all other site development criteria of the CF, Community Facilities District and applicable sections of the City's Land Development Regulations. Final approval of the site plan is subject to approval of this application for variance.

ANALYSIS

Consistency with Comprehensive Master Plan - The request is consistent with the City of Aventura Comprehensive Plan. The future land use designation of the parcel is Town Center, which provides that the core of the center should contain business, employment, civic and/or high or moderate density residential uses. The Aventura Government Center is a civic use permitted in this land use designation.

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

Community Development Department Analysis – Staff is reviewing the application for administrative site plan approval for development of the Aventura Government Center Parking Garage in the Community Facilities (CF) zoning district. Cultural, civic and community centers are permitted uses in this zone. Review of the site plan prepared by the City's consultant has revealed that the building does not meet the required minimum street side yard setback and does not meet the minimum rear yard setback in the CF zone. City staff is requesting approval of variance to these two site development criteria.

Criteria - The standards of review for variance requests are found in Section 31-76(e)(1) through (5) inclusive of the City's Land Development Regulations. The Code states that "a variance shall be granted only where competent and substantial evidence presented in the particular case shows that all of the following [standards of review] are met..." Each variance request is evaluated below using those standards of review.

Request #1: Variance from Section 31-147(a)(3) to allow a 16'8" wide side street yard setback where a minimum 30' wide side street yard setback is required by Code.

The side street yard of the Aventura Government Center site is at the north property limit, abutting the William Lehman Causeway. The CF zone requires a minimum 30' wide setback. Although the setback to the Lehman Causeway based on property limits is 16'8", there is a 77' wide grass and landscape buffer to the travelled road.

- (1) *The particular physical surroundings, shape, topographical condition, or other physical or environmental condition of the specific property involved would*

result in a particular hardship upon the owner, as distinguished from a mere inconvenience, if the regulations were carried out literally.

The hardship at this location is caused by the particular shape and physical condition of this property. The lot is an irregular shape, being approximately 120' narrower at the west limit as compared to the east limit and having a 56' jog to the north at the southwest limit. The Aventura Government Center is built in the easterly portion of the site. The only available location for the parking garage is in the westerly portion of the lot, at its narrowest point.

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

The conditions are unique to this site and would not be generally applicable to other locations.

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

The difficulty or hardship is not economic in nature and the difficulty was not deliberately created by the applicant. The lot configuration and existing building create the need for the requested variance.

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

The variance will not be detrimental to the public welfare or injurious to other property or improvements in the vicinity. The additional parking spaces will provide a public benefit by enhancing the ease of use of the Aventura Government Center through an increased number of parking spaces.

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

The variance will not substantially increase traffic congestion or increase the danger of fire or endanger the public safety or substantially diminish or impair property values.

Request #2: Variance from Section 31-147(a)(3) to allow a 3' wide rear yard setback where a minimum 20' wide rear yard setback is required by Code.

The rear yard of the Aventura Government Center occurs at its westerly limit, adjacent to the existing surface parking area for the office building known as Concorde Plaza at 2999 NE 191 Street. There is a 10' wide landscape buffer on the adjacent property and

the setback from the Aventura Government Center rear property line to the office building is approximately 340 feet.

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

The hardship is created by the particular shape and physical condition of the specific property. The lot is an irregular shape, being approximately 120 narrower at the west limit as compared to the east limit and there is a 56' jog to the north at the southwest limit. The Aventura Government Center is built in the easterly portion of the site. The only available location for the parking garage is in the westerly portion of the lot.

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

The conditions are unique to this site and would not be generally applicable to other locations.

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

The difficulty or hardship is not economic in nature and the difficulty was not deliberately created by the applicant. The lot configuration and existing building on site create the need for the requested variance.

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

The variance will not be detrimental to the public welfare or injurious to other property or improvements in the vicinity. The additional parking spaces will provide a public benefit by enhancing the ease of use of the Aventura Government Center through an increased number of parking spaces.

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

The variance will not substantially increase traffic congestion or increase the danger of fire or endanger the public safety or substantially diminish or impair property values.

BROWARD COUNTY
DADE COUNTY

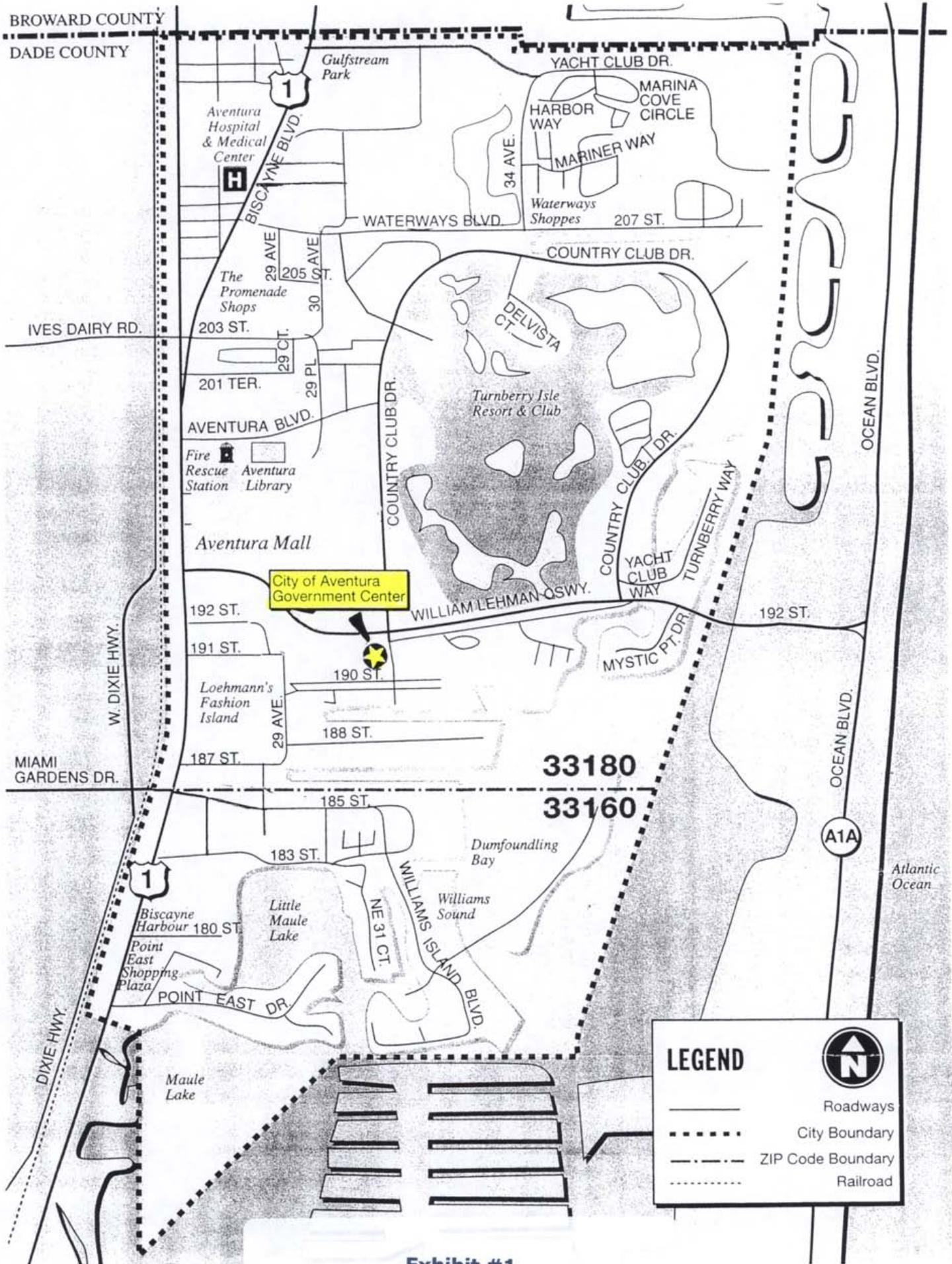


Exhibit #1
01-VAR-12



Google earth

feet
meters

1000

Exhibit #2
01-VAR-12



CITY OF AVENTURA FLORIDA

AVENTURA GOVERNMENT CENTER PARKING EXPANSION

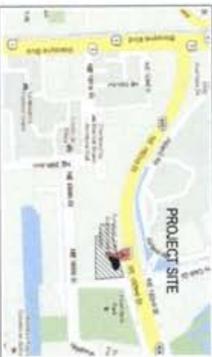
19200 WEST CONTRY CLUB DRIVE
AVENTURA, FLORIDA
PGAL PROJ. NO. R1001495.00



SITE PLAN APPROVAL/VARIANCE SUBMITTAL

CITY COMMISSION

- Mayor Susan Gottlieb
- Commissioner Zev Auerbach
- Commissioner Bob Diamond
- Commissioner Teri Holzberg
- Commissioner Billy Joel
- Commissioner Michael Stern
- Commissioner Luz Weinberg
- City Manager Eric M. Soroka



PROJECT SITE MAP



PGAL
7th FLOOR
19200 WEST CONTRY CLUB DRIVE
BOCA RATON, FLORIDA 33487
TEL: 561.998.4002
FAX: 561.998.3002

PGAL
7th FLOOR
19200 WEST CONTRY CLUB DRIVE
BOCA RATON, FLORIDA 33487
TEL: 561.998.4002
FAX: 561.998.3002

PROJECT TITLE
AVENTURA GOVERNMENT
CENTER - PARKING EXPANSION
PROJECT NUMBER
R1001495.00
PROJECT LOCATION
19200 WEST CONTRY CLUB
AVENTURA, FLORIDA 33180
DATE OF SHEET
04/18/2012
REVISED

DESIGNED BY: [Name]
CHECKED BY: [Name]
DATE: [Date]
APPROVED BY: [Name]

Robert A. Dossel, P.E.
REGISTERED PROFESSIONAL ENGINEER
NO. 12400
STATE OF FLORIDA
CIVIL ENGINEERING
19200 WEST CONTRY CLUB DRIVE
BOCA RATON, FLORIDA 33487
TEL: 561.998.4002
FAX: 561.998.3002

SHEET NUMBER
G.0.00

COVER SHEET



CITY OF MIAMI
 1800 Brickell City Centre
 Miami, Florida 33131
 (305) 366-8800

PCAT
 701 PARK OF COMMERCE
 BOCA SUITE 600
 BOCA RATON, FLORIDA
 33487
 (561) 999-4072
 (561) 999-5002
 www.pcatal.com

PROJECT NO:
 A/E/C: DA, CONCRETE
 OWNER: MIAMI-DOWNTOWN
 PROJECT: PARK OF COMMERCE
 9/30/2010

PROJECT NO:
 A/E/C: DA, CONCRETE
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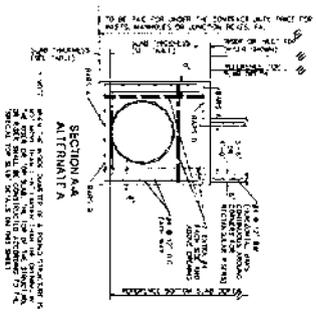
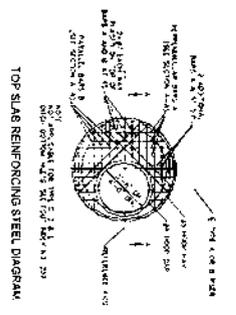
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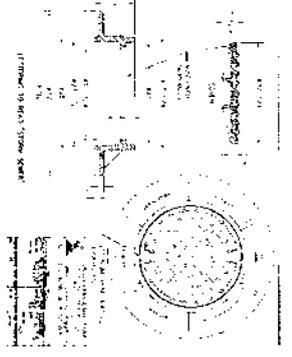
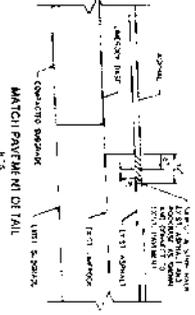
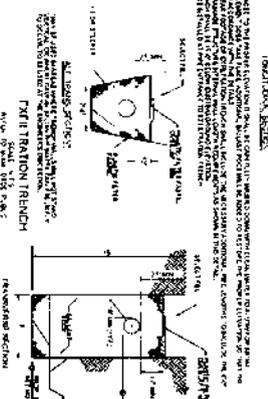
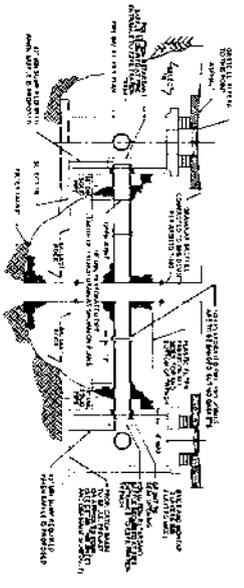
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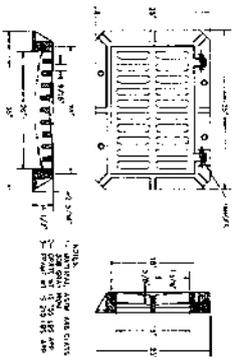


- NOTES:
1. CONCRETE SHALL BE 4000 PSI COMPRESSIVE STRENGTH PER ACI 308.1.
 2. ALL REINFORCING SHALL BE #4 UNLESS OTHERWISE NOTED.
 3. ALL REINFORCING SHALL BE WELDED WIRE FABRIC UNLESS OTHERWISE NOTED.
 4. ALL REINFORCING SHALL BE WELDED WIRE FABRIC UNLESS OTHERWISE NOTED.
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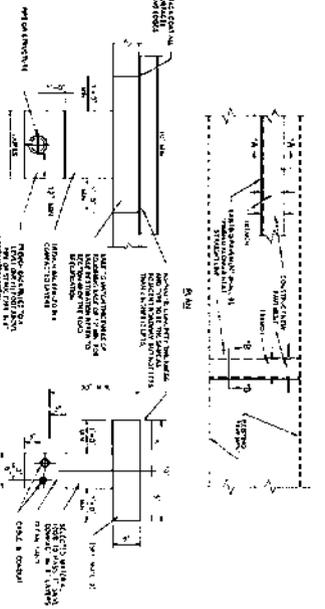
INLET MANHOLE AND JUNCTION BOX (TYPICAL) P AND J



STONE SEWER MANHOLE FRAME & COVER

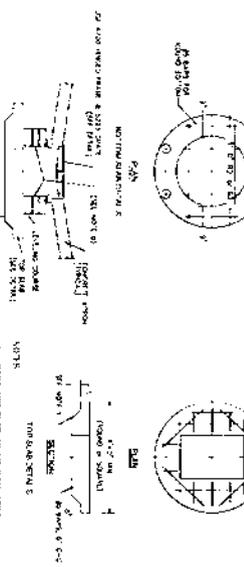


CATCH BASIN FRAME AND CATCH BASIN GRATE



- NOTES:
1. PRECAST CATCH BASIN SHALL BE 4000 PSI COMPRESSIVE STRENGTH PER ACI 308.1.
 2. ALL REINFORCING SHALL BE #4 UNLESS OTHERWISE NOTED.
 3. ALL REINFORCING SHALL BE WELDED WIRE FABRIC UNLESS OTHERWISE NOTED.
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 12. ALL REINFORCING SHALL BE WELDED WIRE FABRIC UNLESS OTHERWISE NOTED.

PRECAST CATCH BASIN (D-3)



PRECAST CATCH BASIN (D-3)



NOT FOR CONSTRUCTION

PROJECT NO:
 A/E/C: DA, CONCRETE
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 PROJECT: PARK OF COMMERCE
 9/30/2010

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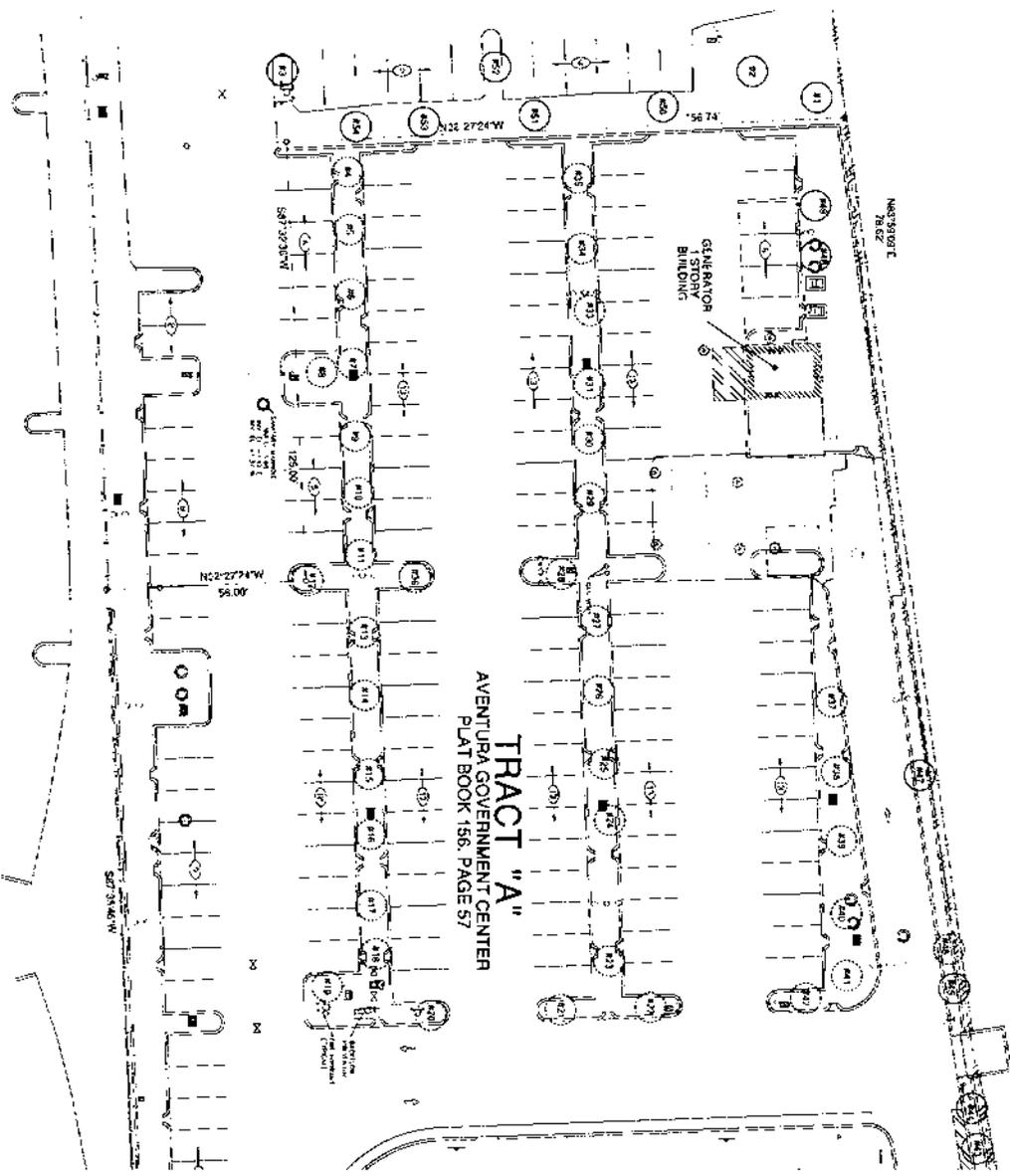
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PROJECT NO:
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 PROJECT: PARK OF COMMERCE
 9/30/2010

TREE DISPOSITION PLAN

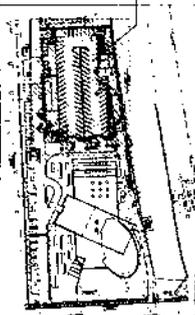
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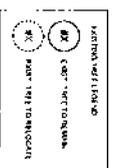
NOTE: There are 28 existing Live Oak Trees on the site that will be recorded. These trees shall be relocated to City of Aventura parks or other city location as to be determined by the city. Relocation permits shall be applied for prior to any work being done.



NEW PARKING GARAGE



KEY PLAN
Scale: NTS



Tree #	Tree Species	Tree Size (DBH)	Tree Health	Tree Location	Tree Disposition	Tree Relocation
1	Live Oak	12"	Good	Area A	Relocate	City Park
2	Live Oak	10"	Good	Area B	Relocate	City Park
3	Live Oak	14"	Good	Area C	Relocate	City Park
4	Live Oak	11"	Good	Area D	Relocate	City Park
5	Live Oak	13"	Good	Area E	Relocate	City Park
6	Live Oak	10"	Good	Area F	Relocate	City Park
7	Live Oak	12"	Good	Area G	Relocate	City Park
8	Live Oak	11"	Good	Area H	Relocate	City Park
9	Live Oak	13"	Good	Area I	Relocate	City Park
10	Live Oak	10"	Good	Area J	Relocate	City Park
11	Live Oak	12"	Good	Area K	Relocate	City Park
12	Live Oak	11"	Good	Area L	Relocate	City Park
13	Live Oak	13"	Good	Area M	Relocate	City Park
14	Live Oak	10"	Good	Area N	Relocate	City Park
15	Live Oak	12"	Good	Area O	Relocate	City Park
16	Live Oak	11"	Good	Area P	Relocate	City Park
17	Live Oak	13"	Good	Area Q	Relocate	City Park
18	Live Oak	10"	Good	Area R	Relocate	City Park
19	Live Oak	12"	Good	Area S	Relocate	City Park
20	Live Oak	11"	Good	Area T	Relocate	City Park
21	Live Oak	13"	Good	Area U	Relocate	City Park
22	Live Oak	10"	Good	Area V	Relocate	City Park
23	Live Oak	12"	Good	Area W	Relocate	City Park
24	Live Oak	11"	Good	Area X	Relocate	City Park
25	Live Oak	13"	Good	Area Y	Relocate	City Park
26	Live Oak	10"	Good	Area Z	Relocate	City Park
27	Live Oak	12"	Good	Area AA	Relocate	City Park
28	Live Oak	11"	Good	Area AB	Relocate	City Park

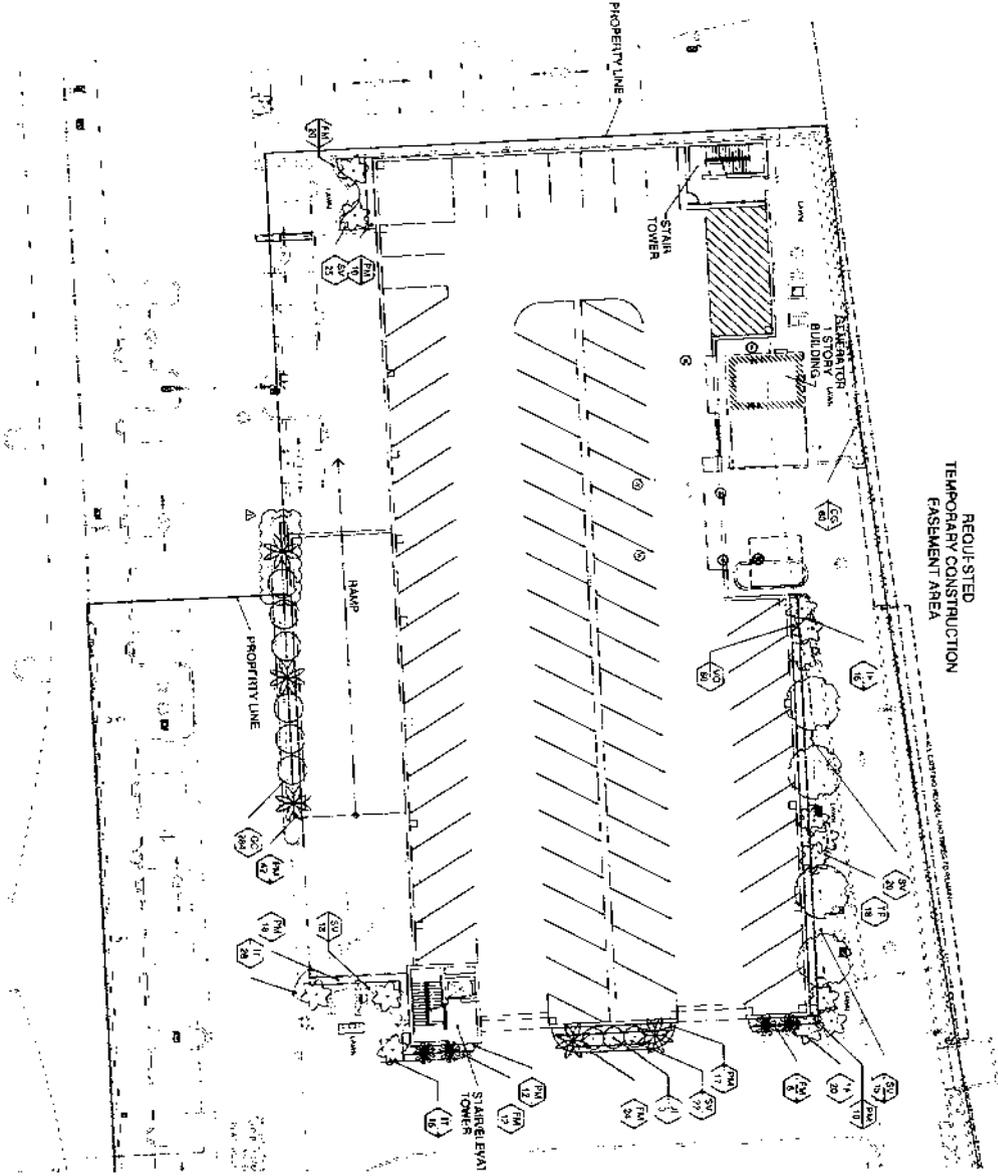
AVENTURA PARKING GARAGE
CITY OF AVENTURA, FLORIDA
LANDSCAPE PLAN

WITKIN HULTS DESIGN GROUP
201 South E. 1st Avenue, Suite 1000, Aventura, FL 33180
Tel: 305.944.3300
www.witkinhults.com

City of Aventura
1000 NE 130th St
Aventura, FL 33180
Tel: 305.944.3300
www.aventura.com

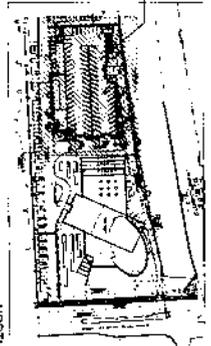
L-1

LANDSCAPE PLAN
Scale: 1/16" = 1'-0"



REQUIRED
TEMPORARY CONSTRUCTION
FASSEMENT AREA

NEW PARKING
GARAGE



KEY PLAN
Scale: NTS



LANDSCAPE LIST

SYMBOL	PLANT	RECOMMENDED MATING	QUANTITY
1	IRIS	24" H. X 18" W. X 18" D. 1/2"	10
2	IRIS	24" H. X 18" W. X 18" D. 1/2"	10
3	IRIS	24" H. X 18" W. X 18" D. 1/2"	10
4	IRIS	24" H. X 18" W. X 18" D. 1/2"	10
5	IRIS	24" H. X 18" W. X 18" D. 1/2"	10
6	IRIS	24" H. X 18" W. X 18" D. 1/2"	10
7	IRIS	24" H. X 18" W. X 18" D. 1/2"	10
8	IRIS	24" H. X 18" W. X 18" D. 1/2"	10
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10	IRIS	24" H. X 18" W. X 18" D. 1/2"	10
11	IRIS	24" H. X 18" W. X 18" D. 1/2"	10
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14	IRIS	24" H. X 18" W. X 18" D. 1/2"	10
15	IRIS	24" H. X 18" W. X 18" D. 1/2"	10
16	IRIS	24" H. X 18" W. X 18" D. 1/2"	10
17	IRIS	24" H. X 18" W. X 18" D. 1/2"	10
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62	IRIS	24" H. X 18" W. X 18" D. 1/2"	10
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75	IRIS	24" H. X 18" W. X 18" D. 1/2"	10
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81	IRIS	24" H. X 18" W. X 18" D. 1/2"	10
82	IRIS	24" H. X 18" W. X 18" D. 1/2"	10
83	IRIS	24" H. X 18" W. X 18" D. 1/2"	10
84	IRIS	24" H. X 18" W. X 18" D. 1/2"	10
85	IRIS	24" H. X 18" W. X 18" D. 1/2"	10
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87	IRIS	24" H. X 18" W. X 18" D. 1/2"	10
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94	IRIS	24" H. X 18" W. X 18" D. 1/2"	10
95	IRIS	24" H. X 18" W. X 18" D. 1/2"	10
96	IRIS	24" H. X 18" W. X 18" D. 1/2"	10
97	IRIS	24" H. X 18" W. X 18" D. 1/2"	10
98	IRIS	24" H. X 18" W. X 18" D. 1/2"	10
99	IRIS	24" H. X 18" W. X 18" D. 1/2"	10
100	IRIS	24" H. X 18" W. X 18" D. 1/2"	10

NOTE: There are 36 existing Live Oak Trees on the site that will be relocated. These trees shall be relocated to City of Aventura Parks or other City location as to be determined by the City. Relocation permits shall be applied for prior to any work being done.



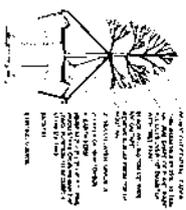
Project: Aventura Parking Garage
 Date: 11/15/2011
 Scale: 1/16" = 1'-0"
L-2

WITKIN HULTS DESIGN GROUP
 201 West 21st Street, Suite 100
 Miami, FL 33135
 Phone: 305.375.1111
 Fax: 305.375.1112
 www.witkinhults.com

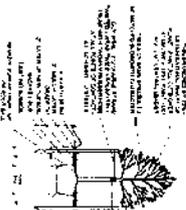
DATE: 11/15/2011
 TIME: 10:00 AM

AVENTURA PARKING GARAGE
 CITY OF AVENTURA, FLORIDA
 LANDSCAPE PLAN

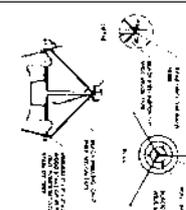
WITKIN HULTS DESIGN GROUP
 201 West 21st Street, Suite 100
 Miami, FL 33135
 Phone: 305.375.1111
 Fax: 305.375.1112
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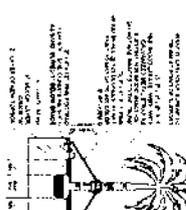
LARGE TREE PLANTING DETAIL



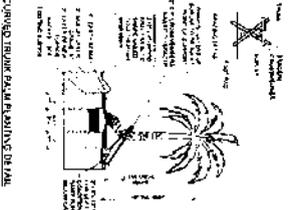
SMALL TREE PLANTING DETAIL



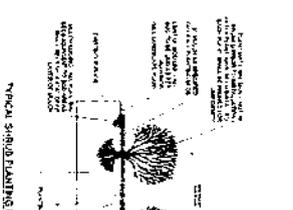
TYPICAL LANTANA PLANTING DETAIL



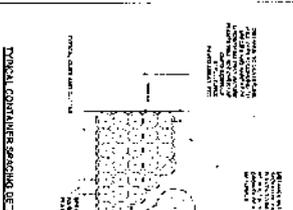
TYPICAL BROWDERIA PLANTING DETAIL



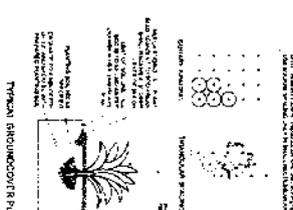
CURVED BENCH PLANTING DETAIL



TYPICAL SHRUB PLANTING DETAIL



TYPICAL CONTAINER PLANTING DETAIL



TYPICAL BROWDERIA PLANTING DETAIL

PLANTING NOTES:

- All plant material is to be Florida number 1 or better pursuant to the Florida Department of Agriculture's Grades and Standards for Nursery Plants.
- All plants are to be bag dressed with a minimum 3" layer of Mulchwood mulch. Eucalyptus mulch or equal.
- Planting plans shall take precedence over plant list in case of discrepancies.
- No changes are to be made without the prior consent of the Landscape Architect and Owner. Address and/or conditions to the plant material must be approved by the project engineer.
- Landscape Contractor is responsible for providing their own square footage sheets and bag verification for 100% soil coverage for all areas specified.
- All landscape areas are to be provided with automatic sprinkler system which provides 100% coverage, and 50% overlap.
- All trees in lawn areas are to receive a 24" diameter mulched saucer at the base of the trunk.
- Trees are to be planted within gutting drains after soil is brought up to grade. Deeply soil root balls and not landscape.
- Planting soil for lawn and turf shall be 50/50 mix, maximum 10%. Planting soil for annual beds to be composed of 50% Compost peat moss, 25% full tree coarse sand and 25% Aeroflo.
- Tree and shrub pits will be supplemented with "Agriform Pak", 21 gram size with a 20-10-5 analysis, or suitable application accepted by Landscape Architect. Deliver in manufacturer's standard condition showing weight, analysis and name of manufacturer.

SOIL NOTES:

- Soil is to be grade "A" weed free.
- All areas marked "LANTANA" shall be stake marked with St. Augustine "Weather" solid soil. See sheet on plan. All areas marked "BROWDERIA" shall be stake marked with "Fragaria".
- Provide a 2" deep layer of planting soil as described in planting notes. This sheet. Prior to planting, remove stones, sticks, etc. from the sub soil surface. Excavate existing non-comforming soil as required so that the finish grade is 4" or 6" high with adjacent pavement or top of curb as well as adjacent soil in the case of soil banking.
- If soil on or between soil with edges tightly dulled in staggered rows at right angles to edges.
- Heavy edge of soil bank a minimum of 18" away from groundcover beds and 24" away from edge of lawn beds and 36" away from trees, measured from center of plant.
- Soil shall be watered immediately after installation to settle and wet the soil to at least 2" below the bottom of the soil depth. Excavate and remove excess soil on top of soil to be kept with top of curb or adjacent pavement or adjacent existing soil.

GENERAL NOTES:

- The Landscape Contractor is to locate and verify all underground and overhead utilities prior to beginning work. Contact project utility companies and/or District Contractor prior to digging for this vegetation. The Owner and the Landscape Architect shall not be responsible for any changes in utility location (such as fire hydrants) prior to work.
- Landscape Contractor is to verify all current drawings and check for discrepancies and bring to the attention of the Landscape Architect prior to commencing work with the work.
- All unshaded and unshaded tree pits are to be properly barricaded and flagged during installation.
- All planting plans are issued as directives for the field. Any deviations, site changes, etc. are to be brought to the attention of the Landscape Architect for clarification prior to installation.

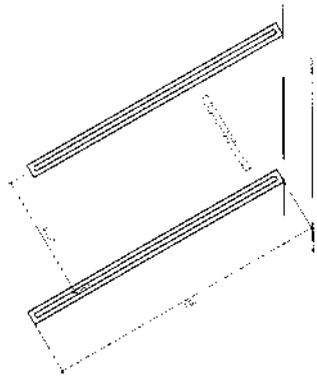
Date: 11/11/2011
 Scale: 1/8" = 1'-0"
 Drawing No.: 17
 Project No.: 100000000
 Client: Aventura
 L-3

Title: Aventura
 Date: 11/11/2011
 Scale: 1/8" = 1'-0"
 Drawing No.: 17
 Project No.: 100000000
 Client: Aventura

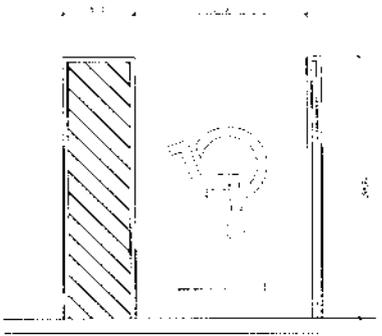
Title: Aventura
 Date: 11/11/2011
 Scale: 1/8" = 1'-0"
 Drawing No.: 17
 Project No.: 100000000
 Client: Aventura

AVENTURA PARKING GARAGE
 CITY OF AVENTURA, FLORIDA
 LANDSCAPE DETAIL

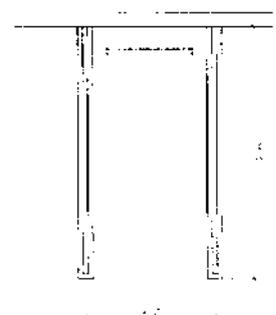
WITKIN MULTS
 DESIGN GROUP
 317 So. W. 17th Avenue, Suite 1000, Fort Lauderdale, FL 33311
 Phone: 954-233-9881 | Fax: 954-233-9882
 www.witkinmulty.com



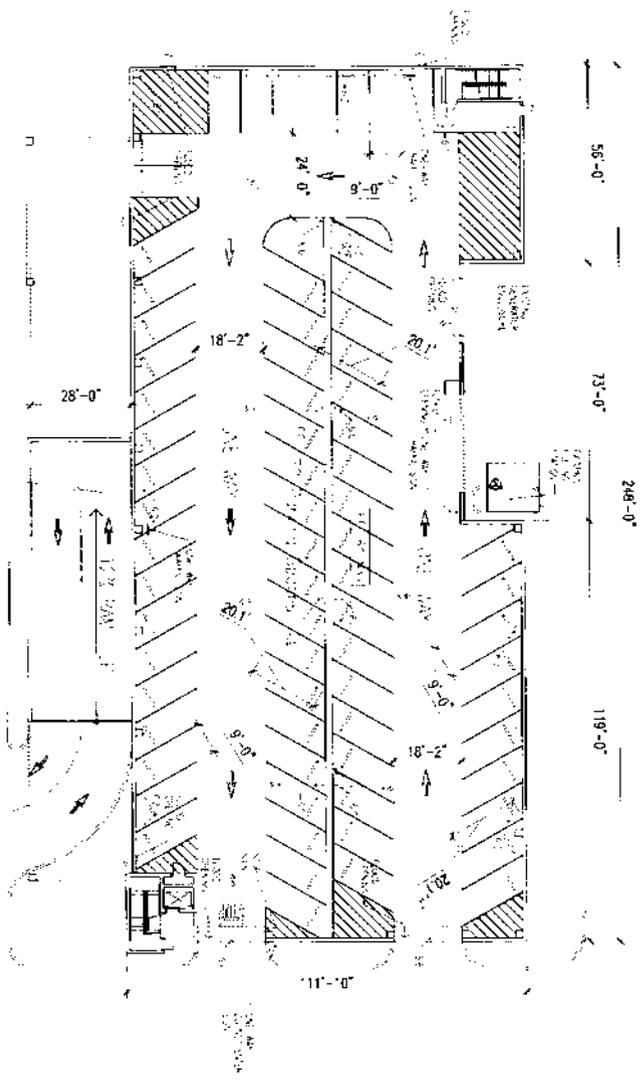
STANDARD 60' PARKING SPACE (1)



STANDARD ACCESSIBLE PARKING SPACE (3)



STANDARD 80' PARKING SPACE (2)



GROUND FLOOR PLAN

(1)



PCAL
 731 PARK OF COMMERCE
 BLVD SUITE 400
 BOCA RATON, FLORIDA
 33433
 (561) 998-3000
 (561) 998-3002
 FAX (561) 998-3002
 WWW.PCAL.COM

PROJECT: AVENUE GOVERNMENT CENTER - PHASE 2/EXPANDED
 PROJECT NUMBER: 11/01/08-01
 ARCHITECT: PERKINS+WILL
 ARCHITECT NUMBER: 11/01/08-01
 ARCHITECT ADDRESS: 600 NORTH LAKE DRIVE, CHICAGO, ILLINOIS 60611
 ARCHITECT PHONE: 312.343.1000
 ARCHITECT FAX: 312.343.1001
 ARCHITECT EMAIL: PERKINS+WILL.COM

DESIGNER: ROY & COOPER, P.A.
 DESIGNER NUMBER: 11/01/08-01
 DESIGNER ADDRESS: 1000 WEST GARDEN BLVD, SUITE 1100, BOCA RATON, FLORIDA 33432
 DESIGNER PHONE: 561.998.3000
 DESIGNER FAX: 561.998.3002
 DESIGNER EMAIL: ROYANDCOOPER.COM

A.2.10
 GROUND FLOOR PLAN

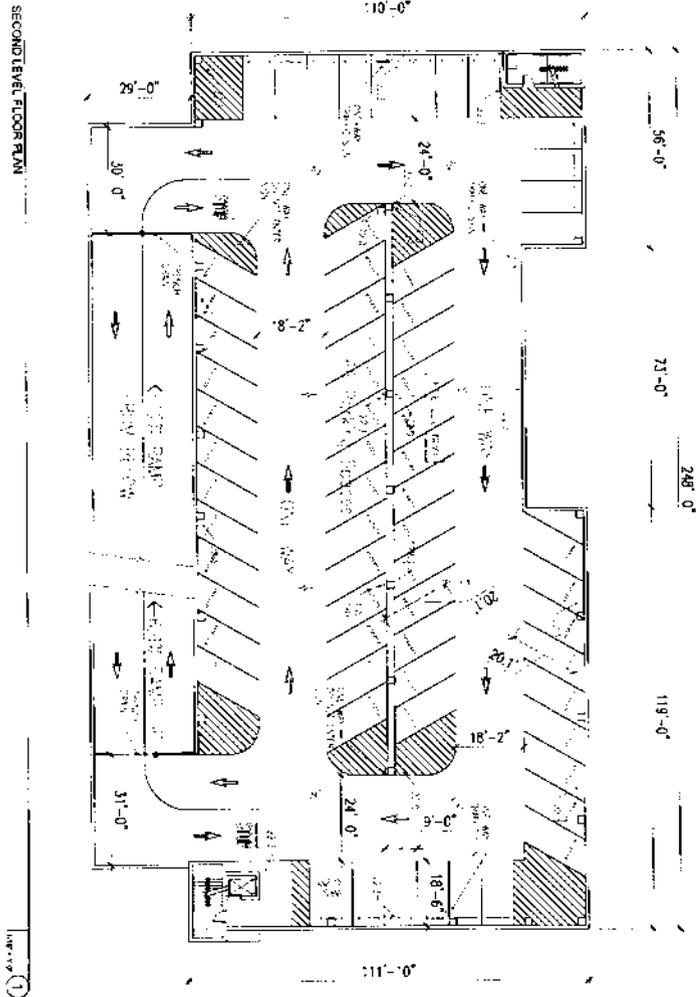


STATE OF FLORIDA
 COUNTY OF DALLAS
 1500 West County Trail Drive
 Mesquite, Florida 33428
 (407) 487-2200

PG&A
 781 PARK OF COMMERCE
 BOCA RATON, FLORIDA
 (561) 994-4000
 (561) 994-3002
 FAX (561) 994-3002

PROJECT:
 CLIENT:
 ARCHITECT:
 CONTRACT NO.

PROJECT:
 ARCHITECT:
 CONTRACT NO.



SECOND LEVEL FLOOR PLAN

DATE: 11/19/11

PROJECT:
 ARCHITECT:
 CONTRACT NO.

SECOND LEVEL FLOOR PLAN
 A.2.20



COMPANY
 CITY OF EVANSTON, ILL.
 1701 PARK OF COURSE
 BOCA RATON, FLORIDA 33487
 PHONE: (561) 998-8002
 FAX: (561) 998-8002
 WWW.PCAT.COM

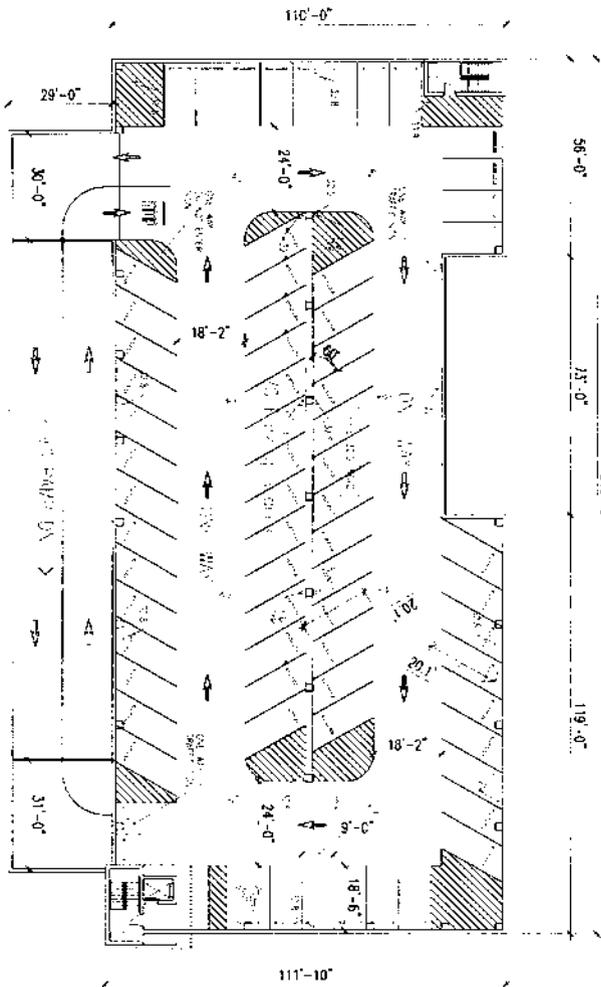
PCAT
 PROFESSIONAL CONSULTING AND ARCHITECTURAL TEAM

PROJECT NAME
 BOCA RATON POLICE STATION
 ARCHITECT
 DATE: 08/2012

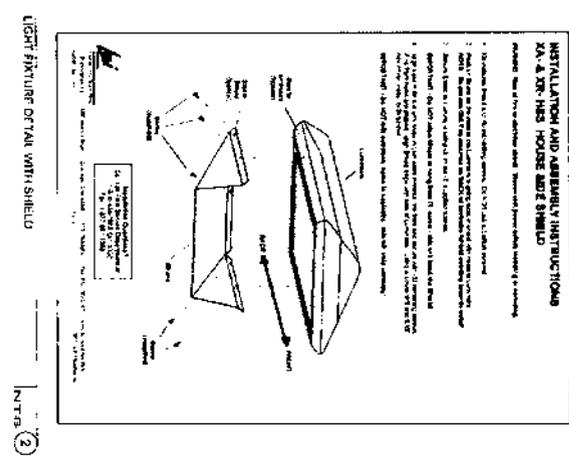
PROJECT LOCATION
 BOCA RATON POLICE STATION
 1701 PARK OF COURSE
 BOCA RATON, FLORIDA 33487

DESIGN TEAM
 ARCHITECT
 INTERIOR DESIGNER
 MECHANICAL ENGINEER
 ELECTRICAL ENGINEER
 PLUMBING ENGINEER
 STRUCTURAL ENGINEER

SHEET NUMBER
A.2.30
 ROOF LEVEL FLOOR PLAN



ROOF LEVEL FLOOR PLAN
 1/8" = 1'-0"



PERSPECTIVE STUDY

PART 1



CITY OF AVENTURA
 11000 BAYVIEW BLVD
 AVENTURA, FLORIDA 33150
 (305) 426-8110

PCAT
 771 PARK OF COMMERCE
 BLDG. SUITE 407
 BOCA RATON, FLORIDA
 TEL: 561 988 4072
 FAX: 561 988 3002
 WWW.PCAT.COM

PROJECT TITLE
 AVENTURA GOVERNMENT
 CENTER - PHASE EXPANSION
 FURNISHING
 PROJECT LOCATION
 1700 WEST COASTWAY CLUB
 AVENTURA, FLORIDA 33186
 DATE OF RFP
 MAY 20, 2012
 REGION
 SOUTH FLORIDA

CLIENT
 CITY OF AVENTURA
CONTACT BY
 NAME
 TITLE
 ADDRESS

PREPARED BY
 NAME
 TITLE
 ADDRESS

DATE OF RFP
 MAY 20, 2012

PROJECT TITLE
 AVENTURA GOVERNMENT
 CENTER - PHASE EXPANSION
 FURNISHING

PROJECT LOCATION
 1700 WEST COASTWAY CLUB
 AVENTURA, FLORIDA 33186

DATE OF RFP
 MAY 20, 2012

CLIENT
 CITY OF AVENTURA
CONTACT BY
 NAME
 TITLE
 ADDRESS

PREPARED BY
 NAME
 TITLE
 ADDRESS

DATE OF RFP
 MAY 20, 2012



APPLICANT REPRESENTATIVE AFFIDAVIT

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

Name	Relationship (i.e. Attorneys, Architects, Landscape Architects, Engineers, Lobbyists, Etc.)
<u>ROANEY CROCKETT, RA.</u>	<u>ARCHITECT.</u>
<u>DAN FORTINO JR.</u>	<u>SURVEYOR</u>
<u>ANDY WITKIN</u>	<u>LANDSCAPE ARCHITECT.</u>
<u>JOSE L. ACOSTA, PE.</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 12 DAY OF June, 2012

AUTHORIZED REPRESENTATIVE OF APPLICANT:

By: [Signature]
 Name: ERIC M. SOPKA.
 Title: CITY MANAGER.
 Address: 19200 W. COUNTRY CLUB DR. AVENTURA

OWNER

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

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

Before me the undersigned authority personally appeared ERIC M. SOPKA 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 12th day of JUNE, 2012

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





BUSINESS RELATIONSHIP AFFIDAVIT*

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

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

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

The nature of the Business Relationship is as follows:

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

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

APPLICANT:

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

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

PROPERTY OWNER

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 12th DAY OF June, 2012

REPRESENTATIVE: (Listed on Business Relationship Affidavit)

By [Signature] (Signature)
Name: RODNEY CROCKETT (Print)
Title: ARCHITECT (Print)

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

By _____ (Signature)
Name: _____ (Print)
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 ROONEY CROCKETT the Affiant, who being first by me duly sworn, did swear or affirm that he/she executed this Affidavit for the purposes stated therein and that it is true and correct.

[Handwritten Signature]
AFFIANT

SWORN TO AND SUBSCRIBED before me this 12th day of JUNE 2012

[Handwritten Signature]
Notary Public State of Florida At Large
Printed Name of Notary Jeri Stahl
My commission expires 6-20-13

NOTARY PUBLIC STATE OF FLORIDA
Jeri Stahl
Commission # DD886885
Expires: JUNE 20, 2013
BONDED THRU ATLANTIC BONDING CO., INC

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

AFFIANT

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

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

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

AFFIANT

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

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

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

AFFIANT

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

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



BUSINESS RELATIONSHIP AFFIDAVIT*

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

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

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

The nature of the Business Relationship is as follows:

- Member of City Commission or Board holds an ownership interest in excess of 1% of total assets or capital stock of Applicant or Representative;
- i. 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.
- ii. 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.
- iii. A City Commissioner or Board member is a Client of the Applicant or Representative.
- iv. 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;
- v. 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 12TH DAY OF JUNE, ~~200~~ 2012

REPRESENTATIVE: (Listed on Business Relationship Affidavit)

By: [Signature] (Signature)

Name: DANIEL FORTINI (Print)

Title: V-P (Print)
FORAN LEASEY SKURY

By: _____ (Signature)

Name: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

Name: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

Title: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

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

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

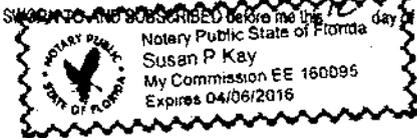
NOTARIZATION PROVISION

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

Before me, the undersigned authority, personally appeared FANNELL FORTNA LICES 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 FANNELL FORTNA LICES



SWORN TO AND SUBSCRIBED before me this 10 day of JUNE, 2007

Susan P. Kay
Notary Public State of Florida At Large

Printed Name of Notary SUSAN P. KAY
My commission expires: 04-06-2016

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

AFFIANT

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

Notary Public State of Florida At Large

Printed Name of Notary
My commission expires: _____

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

AFFIANT

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

Notary Public State of Florida At Large

Printed Name of Notary
My commission expires: _____

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

AFFIANT

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

Notary Public State of Florida At Large

Printed Name of Notary
My commission expires: _____

Andy Watkins



BUSINESS RELATIONSHIP AFFIDAVIT*

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

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

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

The nature of the Business Relationship is as follows.

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

WITNESS MY HAND THIS 11 DAY OF June, 2012

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 11 DAY OF June, 2022 *insert date of signature*

REPRESENTATIVE: (Listed on Business Relationship Affidavit)

By: _____ (Signature)

Name: RODNEY CRCKETT (Print)

Title: ARCHITECT (Print)

By: _____ (Signature)

Name: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

Name: DAN FORTIN JR (Print)

Title: SURVEYOR (Print)

By: _____ (Signature)

Name: _____ (Print)

Title: _____ (Print)

By:  (Signature)

Name: ANDY WILKIN (Print)

Title: LANDSCAPE ARCHITECT (Print)

By: _____ (Signature)

Name: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

Title: JOSE L. ACOSTA (Print)

Title: CIVIL ENGINEER (Print)

By: _____ (Signature)

Title: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

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Title: _____ (Print)

By: _____ (Signature)

Title: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

Title: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

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Title: _____ (Print)

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

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

Andy signs here

NOTARIZATION PROVISION

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

AFFIANT

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

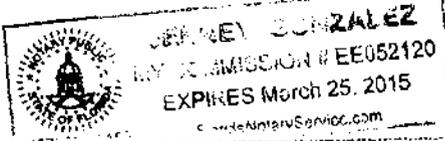
Notary Public State of Florida At Large
Printed Name of Notary
My commission expires: _____

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

AFFIANT

SWORN TO AND SUBSCRIBED before me this 11 day of June, 2012.



Notary Public State of Florida At Large
Printed Name of Notary
My commission expires: 3/25/15

Andy signs here.

Notary signs here.

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

Before me, the undersigned authority, personally appeared JOSE L ACOSTA 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*

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

The nature of the Business Relationship is as follows:

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

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

APPLICANT:

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

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

PROPERTY OWNER:

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 11th DAY OF JUNE, 2012.

REPRESENTATIVE: (Listed on Business Relationship Affidavit)

By _____ (Signature)

By _____ (Signature)

Name: Rodney Crockett (Print)

Name: _____ (Print)

Title: Architect (Print)

Title: _____ (Print)

By _____ (Signature)

By _____ (Signature)

Name: Dan Fortin, Jr. (Print)

Name: _____ (Print)

Title: Surveyor (Print)

Title: _____ (Print)

By _____ (Signature)

By _____ (Signature)

Name: Andy Wlkin (Print)

Name: _____ (Print)

Title: Landscape Architect (Print)

Title: _____ (Print)

By _____ (Signature)

By _____ (Signature)

Title: Jose L. Acosta (Print)

Title: _____ (Print)

Title: Civil Engineer (Print)

Title: _____ (Print)

By _____ (Signature)

By _____ (Signature)

Title: _____ (Print)

Title: _____ (Print)

Title: _____ (Print)

Title: _____ (Print)

By _____ (Signature)

By _____ (Signature)

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

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

NOTARIZATION PROVISION

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE }

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

AFFIANT

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 **Andy Witkin** 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 **Jose L. Acosta** the Affiant, who being first by me duly sworn, did swear or affirm that he/she executed this Affidavit for the purposes stated therein and that it is true and correct.

AFFIANT

SWORN TO AND SUBSCRIBED before me this 11 day of June, 20012

FL DL ADDN- LMA TO 2012

Notary Public State of Florida At Large

Printed Name of Notary
My commission expires 7/31/13



Lisa Michelle Schaller
Notary Public State of Florida At Large
Printed Name of Notary
My commission expires 7/31/13



RESOLUTION NO. 2012-___

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA GRANTING APPROVAL OF A VARIANCE FROM SECTION 31-147(a)(3) OF THE CITY'S LAND DEVELOPMENT REGULATIONS TO ALLOW A 16'8" WIDE SIDE STREET YARD SETBACK, WHERE A MINIMUM 30' WIDE SIDE STREET YARD SETBACK IS REQUIRED BY CODE; AND GRANTING APPROVAL OF A VARIANCE FROM SECTION 31-147(a)(3) OF THE CITY'S LAND DEVELOPMENT REGULATIONS TO ALLOW A 3' WIDE REAR YARD SETBACK, WHERE A MINIMUM 20' WIDE REAR YARD SETBACK IS REQUIRED BY CODE; FOR THE AVENTURA GOVERNMENT CENTER PARKING GARAGE TO BE LOCATED AT 19200 WEST COUNTRY CLUB DRIVE, CITY OF AVENTURA; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the property described herein is zoned CF, Community Facilities District; and

WHEREAS, the applicant, City of Aventura, through Application No. 01-VAR-12, is requesting a variance from Section 31-147(a)(3) to allow a 16'8" wide side street yard setback where a minimum 30' wide side street yard setback is required by Code; and (2) Variance from Section 31-147(a)(3) to allow a 3' wide rear yard setback where a minimum 20' wide rear yard setback is required by Code.

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

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

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

Section 1. Application for a variance from Section 31-147(a)(3) to allow a 16'8" wide side street yard setback where a minimum 30' wide side street yard setback is required by Code and to allow a 3' wide rear yard setback where a minimum 20' wide rear yard setback is required by Code, on property legally described as follows:

Tract A, Aventura Government Center, according to the plat thereof as recorded in Plat Book 156, Page 57, of the Public Records of Miami-Dade County, Florida, City of Aventura

is hereby granted, subject to the following conditions:

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

- "Aventura Government Center – Parking Expansion", Cover Sheet, prepared by PGAL, dated May 30, 2012, signed and sealed 6/12/12.
- "Aventura Government Center", Boundary & Topographic Survey, Sheet 1 of 1, prepared by Fortin Leavy Skiles Inc. dated 12/5/11, updated 5/24/12, signed and sealed.

- "Aventura Parking Garage", Landscape Plan, Sheet L-1, prepared by Witkin Hults Design Group, dated 5/29/12, signed and sealed 6/8/12.
- "Aventura Parking Garage", Landscape Plan, Sheet L-2, prepared by Witkin Hults Design Group, dated 5/29/12, signed and sealed 6/8/12.
- "Aventura Parking Garage", Landscape Plan, Sheet L-3, prepared by Witkin Hults Design Group, dated 5/29/12, signed and sealed 6/8/12.
- "Aventura Parking Garage", Schematic Drainage Plan, Sheet 1 of 2, prepared by Chen Moore & Associates, dated 05/25/12, signed and sealed 6/11/12.
- "Aventura Parking Garage", Schematic Drainage Plan, Sheet 2 of 2, prepared by Chen Moore & Associates, dated 05/25/12, signed and sealed 6/11/12.
- "Aventura Government Center – Parking Expansion", Sheet A1.01A, Site Plan, prepared by PGAL, dated May 30, 2012, signed and sealed 6/12/12.
- "Aventura Government Center – Parking Expansion", Sheet A2.10, Ground Floor Plan, prepared by PGAL, dated May 30, 2012, signed and sealed 6/12/12.
- "Aventura Government Center – Parking Expansion", Sheet A2.20, Second Level Floor Plan, prepared by PGAL, dated May 30, 2012, signed and sealed 6/12/12.
- "Aventura Government Center – Parking Expansion", Sheet A2.30, Roof Level Floor Plan, prepared by PGAL, dated May 30, 2012, signed and sealed 6/12/12.
- "Aventura Government Center – Parking Expansion", Sheet A6.00, Elevations, prepared by PGAL, dated May 30, 2012, signed and sealed 6/12/12.
- "Aventura Government Center – Parking Expansion", Sheet A6.01, Perspective Study, prepared by PGAL, dated May 30, 2012, signed and sealed 6/12/12.

2. Permits shall be obtained within twelve (12) months of the date of the resolution or the approvals granted shall be deemed null and void unless extended by a motion of the City Commission.

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

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

The foregoing Resolution was offered by Commissioner _____, 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 Billy Joel	_____
Commissioner Michael Stern	_____
Commissioner Luz Urbaez Weinberg	_____
Vice Mayor Teri Holzberg	_____
Mayor Susan Gottlieb	_____

PASSED AND ADOPTED this 10th day of July, 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 _____, 2012.

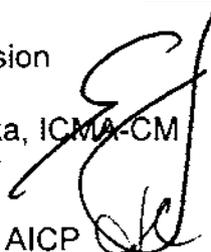
CITY CLERK

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: June 6, 2012

SUBJECT: Application to Amend Section 31-144(f) of the Land Development Regulations to add a conditional use to the Medical Office (MO) District (03-LDR-12)

July 10, 2012 Local Planning Agency Agenda Item 4-A
July 10, 2012 City Commission Meeting Agenda Item 7-A
September 4, 2012 City Commission Meeting Agenda Item

RECOMMENDATION

It is recommended that the City Commission approve the request for an amendment to Section 31-144 (f), "Medical Office (MO) District" of the Land Development Regulations to add "self service storage facilities with a minimum lot area of 1.5 acres" as a conditional use in the district.

THE REQUEST

The applicant, Public Storage, Inc., has made a Public Hearing Application for Amendment to the Text of the Land Development Regulations to request the addition of "self service storage facilities with a minimum lot area of 1.5 acres" as a conditional use in the Medical Office (MO) zoning district. (See Exhibit #1 for Letter of Intent)

DESCRIPTION OF THE PROPOSED AMENDMENT

The amendment proposed to Section 31-144 (f) of the Land Development Regulations is the following addition in underlined text:

"Sec. 31-144. Business Zoning Districts. ...

(f) Medical Office (MO) District. This district is intended to provide for medical offices and other uses supporting the medical profession associated with the hospital. This zoning district may be applied to land designated Business and Office on the City's Future Land Use Map, however the uses within this district shall be consistent with, but may be more restrictive than, the corresponding Business and Office category permitted uses. ...

(1) *Uses Permitted.* No building or structure, or part thereof, shall be erected, altered or used, or land used in whole or part for other than one or more of the following specific uses: ...

(2) *Conditional Use.* The following uses if first approved as a conditional use:

- a. Business-related schools.
- b. Multi-family residential uses with a maximum density of 35 dwelling units per gross acre and within a minimum lot area of two acres.
- c. Uses that exceed the height limitations.
- d. Retail uses with a minimum lot area of two gross acres.
- e. Drive-through facility.
- f. Heliport landing site.
- g. Automobile parking garages, exceeding two stories but not over six stories in height, as a stand-alone use.
- h. All uses permitted in the CF District.
- i. For those properties lying between NE 206 Street to the south, NE 209 Street to the north, NE 28 Avenue to the east and East Dixie Highway to the west, the following additional uses may be permitted if first approved as a conditional use:
 1. Uses that exceed the maximum floor area ratio.
 2. Uses that do not meet the open space requirements of the district, upon payment of a fee-in-lieu of open space to be used for public park improvements. The amount of such fee shall be determined by the City Manager based on the appraised value of the land and the amount of reduction in open space requested, provided, however, that the amount of open space shall not be reduced below 15 percent of the total lot area and that the development complies with the Streetscape Design Standards of this section.
- j. Self service storage facilities with a minimum lot area of 1.5 acres. ...

ANALYSIS

The Medical Office (MO) zoning district is intended to provide for medical offices and other uses supporting the medical profession associated with the hospital. The uses in the district shall be consistent with, but may be more restrictive than, the corresponding Business and Office future land use category permitted uses. That Business and Office future land use category is comprehensive and accommodates the full range of sales and services activities. A self service storage facility is a service that may be contemplated in this category.

The applicant has an existing "first generation" style self storage facility on its land on Biscayne Boulevard, which was constructed prior to incorporation of the City. It seeks to upgrade that facility to modern public storage standards; however, the self storage use is not currently a permitted or conditional use in the Medical Office zoning district. The applicant advises that its current facility has a number of tenants related to medical use including medical suppliers, hospitals and physicians and may therefore be considered as compatible with the intent of the Medical Office zoning district, as it supports the storage needs of the medical profession and related business and office uses..

The existing site development standards for the properties in the north portion of the Medical Office (MO) zoning district require a minimum lot size of 1.5 acres. The proposed amendment will provide that same minimum lot size to be consistent with development of other lots in the area.

Section 31-77, Land Development Regulations Standards for reviewing proposed amendments to the text of the LDR:

1. *The proposed amendment is legally required.*

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

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

The proposed amendment is consistent with the goals and objectives of the Comprehensive Plan. The future land use designation for properties zoned Medical Office (MO) District is Business and Office. The intent of the Business and Office land use designation is described in the Future Use Element of the City's Comprehensive Plan. This category is intended to accommodate the full range of sales and service activities in our City. A self service storage facility is a service that may be contemplated by this land use category.

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

The proposed amendment is consistent with the authority and purpose of the Land Development Regulations. "The purpose of the LDRs is to implement further the Comprehensive Plan of the City by establishing regulations, procedures and standards for review and approval of all development and uses of land and water in the City. Further, the LDRs are adopted in order to foster and preserve public health, safety and welfare and to aid in the harmonious, orderly and progressive development and redevelopment of the City..." The proposed amendment is consistent with this purpose. The standards in the City's Land Development Regulations for the conditional use approval process will provide for review, through public hearing, of any proposed development or redevelopment of self service storage facilities to assure that the use will be compatible with surrounding businesses and medical office uses and will be a complementary use in the Medical Office zoning district.

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

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

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

The proposed amendment improves the administration or execution of the development process in that it provides for a process by which to approve development or redevelopment of self service storage facilities in the Medical Office (MO) District through the conditional use approval standards of the Land Development Regulations.



BERCOW RADELL & FERNANDEZ
ZONING, LAND USE AND ENVIRONMENTAL LAW

Exhibit #1
03-LDR-12

Direct: 305-377-6230
E-Mail: MRadell@brzonnlaw.com

May 25, 2012

COMMUNITY DEVELOPMENT
CITY OF AVENTURA

VIA U.S. MAIL

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

MAY 29 2012

INITIAL

DM

RE: Proposed Amendment Concerning Storage Facilities in the
Medical Office Zoning District

Dear Joanne:

This will follow up the City Commission Workshop meeting on May 22, 2012 which included informal discussion concerning a proposed amendment to the Medical Office zoning district regulations to include storage facilities as a conditional use. This shall serve as the letter of intent that accompanies an application by Public Storage, Inc. to amend the City's Land Development Regulations as provided herein. Public Storage has existing "first generation" self storage facilities which it seeks to upgrade that are located at 21235 Biscayne Boulevard. As we discussed, the existing facilities are grandfathered as legal non-conforming uses as a result of the rezoning of all of the property in this area to the Medical Office zoning district shortly after the City of Aventura was incorporated. In order to proceed with a full evaluation of Public Storage's redevelopment plan, we hereby propose that the Medical Office zoning district regulations be amended to include a conditional use as follows: "self storage facilities on a minimum of 1.5 acre."

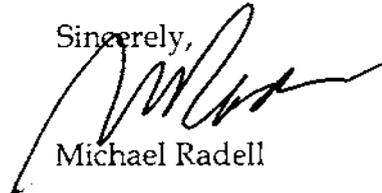
We believe that the inclusion of self storage facilities as a conditional use in the Medical Office district is reasonable and appropriate. The conditional use process will allow Public Storage's architects to collaborate with the City's professional staff in order to develop a site plan that will be an asset to the community and compatible with streetscape along this section of Biscayne Boulevard. In addition, the existing storage facility operated by Public Storage

Ms. Joanne Carr
May 25, 2012
Page 2

includes a number of tenants related to medical use including medical suppliers, hospitals and physicians. Public Storage's existing tenants also include many businesses and residents of the City Aventura. In fact, the City of Aventura is, itself, a tenant of Public Storage at this facility. Accordingly, we believe that storage facilities are an appropriate use in this location subject to conditional use approval by the City Commission. This will allow both staff and the City Commission to review any proposed redevelopment plan to assure that it will be compatible with the surrounding business and medical office uses, and will be a complementary use in the Medical Office zoning district.

We look forward to working with you through this code amendment process. Please do not hesitate to call me if you have any questions or need additional information.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Radell", written over the word "Sincerely,".

Michael Radell

MR/ah

cc: Jim Fitzpatrick, Public Storage
Gus Carbonell



APPLICANT REPRESENTATIVE AFFIDAVIT

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

Name	Relationship (i.e. Attorneys, Architects, Landscape Architects, Engineers, Lobbyists, Etc.)
<u>Michael Rosen</u>	<u>Attorney</u>
_____	_____
_____	_____
_____	_____

(Attach Additional Sheets If Necessary)

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

WITNESS MY HAND THIS 13TH DAY OF JUNE 2012

AUTHORIZED REPRESENTATIVE OF APPLICANT:

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

OWNER
 By: [Signature] X
 (Signature)
 Name: JIM FITZPATRICK
 (Print)
 Title: SR V-P, DEJ, REAL ESTATE DIV.
 Address: PUBLIC STORAGE, 701
WESTERN AVE, GLENDALE, CA.

STATE OF ~~FLORIDA~~ CALIFORNIA
COUNTY OF ~~MIAMI-DADE~~

Before me the undersigned authority personally appeared JIM FITZPATRICK 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 13th day of JUNE 2012

AFFIANT [Signature] X
2012



Notary Public State of Florida At Large California
Printed Name of Notary MEREDITH A. ALLEN
My commission expires: APRIL 18, 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)

MARK
AFFIDAVIT
HERE

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 13th DAY OF JUNE, 2002

APPLICANT:

By: [Signature] (Signature) X
Name: JOHN FITZPATRICK (Print)
Title: DRY-B DEVELOPMENT (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.

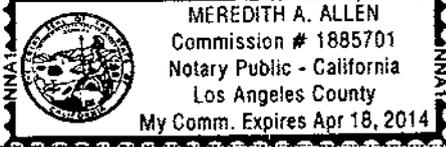
CALIFORNIA
STATE OF FLORIDA)
COUNTY OF MIAMI-DADE) LOS ANGELES

NOTARIZATION PROVISION

Before me, the undersigned authority, personally appeared JIM FITZPATRICK 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 17th day of June, 2002.



[Signature]
Notary Public State of Florida At Large CALIFORNIA
MEREDITH A. ALLEN
Printed Name of Notary
My commission expires APRIL 18, 2014

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)

MADE
AFFIDAVIT
FOR
[unclear]

1
2

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

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.

- Member of City Commission or Board holds an ownership interest in excess of 1% of total assets or capital stock of Applicant or Representative.
- 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.
- 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.
- A City Commissioner or Board member is a Client of the Applicant or Representative.
- 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.
- 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 17 DAY OF JUNE 2012

REPRESENTATIVE (Listed on Business Relationship Affidavit)

By: [Signature] (Signature) X

Name: MICHAEL RADCLIFF (Print)

Title: ATTORNEY (Print)

By: _____ (Signature)

Name: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

Name: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

Name: _____ (Print)

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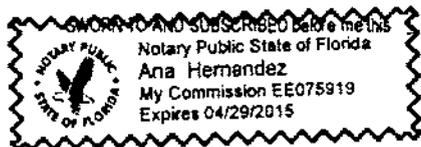
NOTE: 1) Use duplicate sheets if disclosure information for Representative varies

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

NOTARIZATION PROVISION

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

Before me, the undersigned authority, personally appeared Hector Roca 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.



day of June, 2012

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

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

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

AFFIANT

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

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

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

AFFIANT

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

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

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

AFFIANT

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

ORDINANCE NO. 2012-____

AN ORDINANCE OF THE CITY OF AVENTURA, FLORIDA, AMENDING SECTION 31-144(f) "MEDICAL OFFICE (MO) DISTRICT" OF THE CITY'S LAND DEVELOPMENT REGULATIONS TO ADD "SELF SERVICE STORAGE FACILITIES WITH A MINIMUM LOT AREA OF 1.5 ACRES" AS A CONDITIONAL USE IN THE DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Aventura is desirous of amending Section 31-144(f) of the City's Land Development Regulations to permit self service storage facilities with a minimum lot area of 1.5 acres as a conditional use in the Medical Office (MO) zoning district; and

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

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

WHEREAS, the City Commission has reviewed the proposed amendment, and finds that it is in the best interests of the public to amend Section 31-144(f) of the City's Land Development Regulations, as set forth in this Ordinance; and

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

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

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

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

Section 2. Section 31-144 (f), "Medical Office (MO) District" of the Land Development Regulations is hereby amended as follows¹:

¹ Underlined provisions constitute proposed additions to existing text; text without underline or strike-through constitute existing text.

Sec. 31-144. Business Zoning Districts.

(f) Medical Office (MO) District. This district is intended to provide for medical offices and other uses supporting the medical profession associated with the hospital. This zoning district may be applied to land designated Business and Office on the City's Future Land Use Map, however the uses within this district shall be consistent with, but may be more restrictive than, the corresponding Business and Office category permitted uses.

(1) *Uses Permitted.* No building or structure, or part thereof, shall be erected, altered or used, or land used in whole or part for other than one or more of the following specific uses:

(2) *Conditional Use.* The following uses if first approved as a conditional use:

- a. Business-related schools.
 - b. Multi-family residential uses with a maximum density of 35 dwelling units per gross acre and within a minimum lot area of two acres.
 - c. Uses that exceed the height limitations.
 - d. Retail uses with a minimum lot area of two gross acres.
 - e. Drive-through facility.
 - f. Heliport landing site.
 - g. Automobile parking garages, exceeding two stories but not over six stories in height, as a stand-alone use.
 - h. All uses permitted in the CF District.
 - i. For those properties lying between NE 206 Street to the south, NE 209 Street to the north, NE 28 Avenue to the east and East Dixie Highway to the west, the following additional uses may be permitted if first approved as a conditional use:
 1. Uses that exceed the maximum floor area ratio.
-

2. Uses that do not meet the open space requirements of the district, upon payment of a fee-in-lieu of open space to be used for public park improvements. The amount of such fee shall be determined by the City Manager based on the appraised value of the land and the amount of reduction in open space requested, provided, however, that the amount of open space shall not be reduced below 15 percent of the total lot area and that the development complies with the Streetscape Design Standards of this section.

i. Self service storage facilities with a minimum lot area of 1.5 acres.

~~j-~~ k. For buildings that attain LEED® Gold or Platinum certification as provided in Article VI of Chapter 14 of the City Code, increased lot coverage, provided that a green roof and/or green rooftop amenities are provided and maintained for the common benefit of building occupants; and; that increased Florida-Friendly tree canopy and Florida-Friendly plantings designed to calm the heat island effect are located on site, all in an amount equal to the requested increased lot coverage.

~~k-~~ l. For buildings that attain LEED® Gold or Platinum certification as provided in Article VI of Chapter 14 of the City Code, increased floor area ratio, not to exceed a floor area ratio of 2.0.

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

Section 4. Inclusion in the Code. It is the intention of the City Commission, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of the City of Aventura; that the sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

Section 5. Effective Date. This Ordinance shall be effective immediately upon adoption on second reading.

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

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

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

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

PASSED on first reading this 10th day of July, 2012.

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 OF AVENTURA

COMMUNITY DEVELOPMENT DEPARTMENT

MEMORANDUM

TO: City Commission

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

BY: Joanne Carr, AICP
Community Development Director

DATE: June 7, 2012

SUBJECT: Application to Amend Section 31-238 "Accessory Uses" of the Land Development Regulations to add standards for installation of renewable energy devices (01-LDR-12)

July 10, 2012 Local Planning Agency Agenda Item 4-B
July 10, 2012 City Commission Meeting Agenda Item 7-B
September 4, 2012 City Commission Meeting Agenda Item

RECOMMENDATION

It is recommended that the City Commission approve the request for an amendment to Section 31-238 "Accessory Uses" of the Land Development Regulations by adding standards for installation of renewable energy devices.

THE REQUEST

City staff is requesting approval of an amendment to the text of the Land Development Regulations to add standards for installation of renewable energy devices, including, but not limited to, solar collector panels and wind turbines. The purpose of the new section is to encourage and facilitate installation of accessory renewable energy systems in our City, while mitigating possible nuisances to maintain the unique aesthetic quality of the City.

DESCRIPTION OF THE PROPOSED AMENDMENT

The amendment proposed to Section 31-238 "Accessory Uses" of the Land Development Regulations is the following addition in underlined text:

"Sec. 31-238. Accessory Uses.

- (a) *General.* No accessory uses shall be permitted in a required yard or bufferyard area, except as set forth below. In no event shall an accessory use be construed to authorize a use not otherwise permitted in the district in which the principal use is located and in no event shall an accessory use be established prior to the principal use to which it is accessory. No permanent structures shall be permitted in utility easements without the written prior approval of the appropriate utilities, and the concurrence of the City.

...

“(o) Renewable Energy Devices

Non-commercial renewable energy devices, including solar collector panels, wind turbines, clotheslines and other energy devices using renewable resources, shall be permitted as an accessory use in all zoning districts, provided that; (i) the device installation complies with all site development standards of this subsection, complies with the applicable zoning district and complies with the landscape standards of these LDRs and provided that; (ii) excepting solar collector panels, the number and size of renewable energy devices installed on a property shall not exceed the total number of kilowatts needed to generate the amount of energy required to serve the established uses located on the property upon which the renewable energy devices are installed; (iii) any sell-back of energy shall be made only as authorized by law and further provided that; (iv) the following conditions are met;

- (1) The device installation shall not create a nuisance as determined by the City Manager or his designee;
- (2) The device installation shall not interfere with any existing broadcast, transmission or reception antenna, including, but not limited to the City’s emergency communication system;
- (3) The device or devices shall be installed in a manner to avoid glare or reflection onto adjacent properties and adjacent roadways and shall not interfere with traffic or create a safety hazard;
- (4) The device or devices shall not be mounted on or supported by building walls unless approved by the City Manager or his designee;
- (5) No signage, advertising, pennants, ribbons, balloons, flags, banners or similar material shall be placed on any renewable energy device;
- (6) The device installation shall not be placed on patio or balcony railings in condominiums, cooperatives or apartments;
- (7) The device installation shall comply with all applicable building, fire and life safety codes and regulations, as evidenced by obtaining all necessary permits prior to installation;
- (8) Wind turbines shall not exceed the higher of 18 feet above the main roofline or the manufacturer’s recommended height for the particular model to be installed;
- (9) Roof-mounted wind turbines and other related rooftop equipment and structures shall not occupy more than 5% of the roof area;
- (10) Wind turbines shall be painted a non-reflective, non-obtrusive color that conforms to the environment and architecture of the community;

- (11) Solar collector panels shall not project above the ridge of a sloped roof and shall not project more than 5 feet above the finished slope of the roof surface or more than 5 feet above the deck or parapet of a flat roof. No part of the device shall extend beyond the edge of the roof. All mounting hardware, electrical and other connections required for operation of the panels shall be screened from view;
- (12) No lighting of a renewable energy device is permitted, except as required by Federal Aviation Administration or other agency having jurisdiction;
- (13) Ground installations shall comply with the site development criteria of the applicable zoning district;
- (14) Any renewable energy device found to be unsafe by the Building Official shall be repaired by the property owner to meet all federal, state and local safety standards or shall be removed within 30 days of such determination of the Building Official;
- (15) If any renewable energy device is not operational for a period of 12 consecutive months or more, the device shall be removed by the property owner within 30 days of the date of written notice by the City to remove such device.
- (16) Waivers. A waiver to provide relief from the requirements of this subsection, or any other applicable development standards of the LDRs of Chapter 31 of this Code, may be granted in those cases where strict application of such requirements would have the effect of prohibiting the operation and functionality of a renewable energy device. It is acknowledged that emerging technologies in renewable energy devices may also require and justify a waiver of provisions of this subsection.
 - (i) An application for a waiver under this subsection shall be filed by the owner of the property upon which the waiver is requested, or their designated representative. The application shall be on a form provided by the City.
 - (ii) Waivers from this section or other applicable LDRs of Chapter 31 of this Code, may be granted by the City Manager or his designee only when competent and substantial evidence demonstrates that the particular waiver or waivers requested are necessary for the operation and functionality of the particular renewable energy device to serve the energy needs of the uses and structures located on the subject property.
 - (iii) Appeals from a decision of the City Manager or his designee pursuant to this subsection shall be made in accordance with Section 31-83 of the Code."

ANALYSIS

City staff has had inquiries from contractors as to our regulations for installation of renewable energy devices, specifically, wind turbines and solar collector panels.

The City Code does not specifically address these devices. Our Code refers generally to mechanical equipment in two sections. The first reference is in Section 31-21 of the City Code, where the description of height provides that "...mechanical equipment, chimneys, spires, steeples, radio or television antenna, flag poles, solar apparatus and utility poles" are excluded from overall building height determination. The second reference is in Section 31-233, where architectural standards provide that mechanical equipment needs to be screened from the adjacent public road and from adjacent properties. This required

screening would interfere with the operation of a wind turbine or solar collector panel. Absent any specific regulation on these types of devices, an applicant would need to seek a variance from the screening requirement of the Code.

Section 163.04 of the Florida Statutes regulates “Energy Devices based on renewable resources”. A copy of this Section is attached to this report. In summary, this Section prohibits the adoption of an ordinance by a governing body that prohibits or has the effect of prohibiting the installation of solar collectors, clotheslines or other energy devices based on renewable resources. The Section further provides no deed restriction, covenant, declaration or other similar agreement may prohibit these devices and a property owner may not be denied permission to install a renewable energy device on a residential or condominium unit, with the exception of determination of specific location for solar collectors and placement on patio railings. The City Attorney has opined that the City Commission may adopt reasonable standards to support these installations while ensuring that the effect of the standards does not prohibit their installation.

The proposed amendment to the Land Development Regulations is designed to facilitate the installation of renewable energy devices, as an accessory use to a principal use, to mitigate possible nuisances and to provide predictability for building owners by setting installation standards. It is also designed to continue and expand the City’s “Go Green” program to promote green initiatives. To provide for consistency with Section 163.04, Florida Statutes, the proposed regulation includes an administrative waiver procedure, which provides property owners with an opportunity to obtain relief from the standards, where its strict application would have the effect of prohibiting the operation and functionality of the renewable energy device.

**Section 31-77, Land Development Regulations
Standards for reviewing proposed amendments to the text of the LDR:**

1. *The proposed amendment is legally required.*

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

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

The proposed amendment is consistent with the goals and objectives of the Comprehensive Plan. The Comprehensive Plan is intended to guide future development in the City while maintaining the integrity of the built and natural environment.

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

The proposed amendment is consistent with the authority and purpose of the Land Development Regulations. The LDRs are enacted pursuant to the requirements and

authority of F.S. Chapter 163, Part II and the general powers confirmed in F.S. Chapter 166. The purpose of the LDRs is to implement further the Comprehensive Plan of the City by establishing regulations, procedures and standards for review and approval of all development and uses of land and water in the City. Further, the LDRs are adopted in order to foster and preserve public health, safety and welfare and to aid in the harmonious, orderly and progressive development and redevelopment of the City. The proposed amendment is consistent with this purpose.

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

The proposed amendment furthers the orderly development of the City.

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

The proposed amendment improves the administration or execution of the development process in that it provides standards for installation of renewable energy devices.

The Florida Senate

2011 Florida Statutes

<p style="text-align: center;"><u>TITLE XI</u> <u>COUNTY</u> ORGANIZATION AND INTERGOVERNMENTAL RELATIONS</p>	<p style="text-align: center;"><u>CHAPTER 163</u> INTERGOVERNMENTAL PROGRAMS</p>	<p style="text-align: center;"><u>VIEW ENTIRE CHAPTER</u></p>
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163.04 Energy devices based on renewable resources.—

(1) Notwithstanding any provision of this chapter or other provision of general or special law, the adoption of an ordinance by a governing body, as those terms are defined in this chapter, which prohibits or has the effect of prohibiting the installation of solar collectors, clotheslines, or other energy devices based on renewable resources is expressly prohibited.

(2) A deed restriction, covenant, declaration, or similar binding agreement may not prohibit or have the effect of prohibiting solar collectors, clotheslines, or other energy devices based on renewable resources from being installed on buildings erected on the lots or parcels covered by the deed restriction, covenant, declaration, or binding agreement. A property owner may not be denied permission to install solar collectors or other energy devices by any entity granted the power or right in any deed restriction, covenant, declaration, or similar binding agreement to approve, forbid, control, or direct alteration of property with respect to residential dwellings and within the boundaries of a condominium unit. Such entity may determine the specific location where solar collectors may be installed on the roof within an orientation to the south or within 45° east or west of due south if such determination does not impair the effective operation of the solar collectors.

(3) In any litigation arising under the provisions of this section, the prevailing party shall be entitled to costs and reasonable attorney's fees.

(4) The legislative intent in enacting these provisions is to protect the public health, safety, and welfare by encouraging the development and use of renewable resources in order to conserve and protect the value of land, buildings, and resources by preventing the adoption of measures which will

have the ultimate effect, however unintended, of driving the costs of owning and operating commercial or residential property beyond the capacity of private owners to maintain. This section shall not apply to patio railings in condominiums, cooperatives, or apartments.

History.—s. 8, ch. 80-163; s. 1, ch. 92-89; s. 14, ch. 93-249; s. 1, ch. 2008-191; s. 3, ch. 2008-227.

Disclaimer: The information on this system is unverified. The journals or printed bills of the respective chambers should be consulted for official purposes.
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ORDINANCE NO. 2012-_____

AN ORDINANCE OF THE CITY OF AVENTURA, FLORIDA, AMENDING SECTION 31-238 "ACCESSORY USES" OF THE CITY'S LAND DEVELOPMENT REGULATIONS TO ADD STANDARDS FOR INSTALLATION OF RENEWABLE ENERGY DEVICES AS AN ACCESSORY USE IN ALL ZONING DISTRICTS IN THE CITY; PROVIDING FOR WAIVER PROCEDURE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission places a strong emphasis on and desires to foster a sustainable and healthy environment for its residents and has adopted and promotes a "Go Green" Program and Green Building incentives; and

WHEREAS, in furtherance of that emphasis and desire, the City Commission wishes to amend the City's Land Development Regulations to add standards for installation of renewable energy devices as an accessory use in all zoning districts and to provide for waivers to such standards if necessary to permit the operation of the device; and

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

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

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

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

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

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

Section 2. Section 31-238 "Accessory Uses" of the Land Development Regulations is hereby amended as follows¹:

¹ Underlined provisions constitute proposed additions to existing text; text without underline or strike-through constitute existing text.

“Sec. 31-238. Accessory Uses.

- (a) *General.* No accessory uses shall be permitted in a required yard or bufferyard area, except as set forth below. In no event shall an accessory use be construed to authorize a use not otherwise permitted in the district in which the principal use is located and in no event shall an accessory use be established prior to the principal use to which it is accessory. No permanent structures shall be permitted in utility easements without the written prior approval of the appropriate utilities, and the concurrence of the City.

...

“(o) Renewable Energy Devices

Non-commercial renewable energy devices, including solar collector panels, wind turbines, clotheslines and other energy devices using renewable resources, shall be permitted as an accessory use in all zoning districts, provided that: (i) the device installation complies with all site development standards of this subsection, complies with the applicable zoning district and complies with the landscape standards of these LDRs and provided that: (ii) excepting solar collector panels, the number and size of renewable energy devices installed on a property shall not exceed the total number of kilowatts needed to generate the amount of energy required to serve the established uses located on the property upon which the renewable energy devices are installed; (iii) any sell-back of energy shall be made only as authorized by law and further provided that: (iv) the following conditions are met:

- (1) The device installation shall not create a nuisance as determined by the City Manager or his designee;
 - (2) The device installation shall not interfere with any existing broadcast, transmission or reception antenna, including, but not limited to the City's emergency communication system;
 - (3) The device or devices shall be installed in a manner to avoid glare or reflection onto adjacent properties and adjacent roadways and shall not interfere with traffic or create a safety hazard;
 - (4) The device or devices shall not be mounted on or supported by building walls unless approved by the City Manager or his designee;
 - (5) No signage, advertising, pennants, ribbons, balloons, flags, banners or similar material shall be placed on any renewable energy device;
 - (6) The device installation shall not be placed on patio or balcony railings in condominiums, cooperatives or apartments;
 - (7) The device installation shall comply with all applicable building, fire and life safety codes and regulations, as evidenced by obtaining all necessary permits prior to installation;
 - (8) Wind turbines shall not exceed the higher of 18 feet above the main roofline or the manufacturer's recommended height for the particular model to be installed;
-

- (9) Roof-mounted wind turbines and other related rooftop equipment and structures shall not occupy more than 5% of the roof area;
- (10) Wind turbines shall be painted a non-reflective, non-obtrusive color that conforms to the environment and architecture of the community;
- (11) Solar collector panels shall not project above the ridge of a sloped roof and shall not project more than 5 feet above the finished slope of the roof surface or more than 5 feet above the deck or parapet of a flat roof. No part of the device shall extend beyond the edge of the roof. All mounting hardware, electrical and other connections required for operation of the panels shall be screened from view;
- (12) No lighting of a renewable energy device is permitted, except as required by Federal Aviation Administration or other agency having jurisdiction;
- (13) Ground installations shall comply with the site development criteria of the applicable zoning district;
- (14) Any renewable energy device found to be unsafe by the Building Official shall be repaired by the property owner to meet all federal, state and local safety standards or shall be removed within 30 days of such determination of the Building Official;
- (15) If any renewable energy device is not operational for a period of 12 consecutive months or more, the device shall be removed by the property owner within 30 days of the date of written notice by the City to remove such device.
- (16) Waivers. A waiver to provide relief from the requirements of this subsection, or any other applicable development standards of the LDRs of Chapter 31 of this Code, may be granted in those cases where strict application of such requirements would have the effect of prohibiting the operation and functionality of a renewable energy device. It is acknowledged that emerging technologies in renewable energy devices may also require and justify a waiver of provisions of this subsection.
 - (i) An application for a waiver under this subsection shall be filed by the owner of the property upon which the waiver is requested, or their designated representative. The application shall be on a form provided by the City.
 - (ii) Waivers from this section or other applicable LDRs of Chapter 31 of this Code, may be granted by the City Manager or his designee only when competent and substantial evidence demonstrates that the particular waiver or waivers requested are necessary for the operation and functionality of the particular renewable energy device to serve the energy needs of the uses and structures located on the subject property.
 - (iii) Appeals from a decision of the City Manager or his designee pursuant to this subsection shall be made in accordance with Section 31-83 of the Code."

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

Section 4. Inclusion in the Code. It is the intention of the City Commission, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of the City of Aventura; that the sections of this Ordinance may be renumbered or relettered to accomplish such intentions; and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

Section 5. Effective Date. This Ordinance shall be effective immediately upon adoption on second reading.

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

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

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

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

PASSED on first reading this 10th day of July, 2012.

PASSED AND ADOPTED on second reading this ____ day of _____, 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 OF AVENTURA

OFFICE OF THE CITY MANAGER

MEMORANDUM

TO: City Commission

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

DATE: June 14, 2012

SUBJECT: **Ordinance Amending 2012/13 Charter School Fund Budget**

1st Reading July 10, 2012 City Commission Meeting Agenda Item 7c
2nd Reading July 19, 2012 City Commission Meeting Agenda Item

RECOMMENDATION

It is recommended that the City Commission approve the attached Ordinance amending the 2012/13 Charter School Fund Budget incorporating the School Administration re-organization plan outlined at the June Workshop Meeting.

BACKGROUND

As discussed at the Workshop Meeting, the vacancy in the Vice Principal position that recently occurred at the Charter School provided the opportunity for the Principal to review the organization of the school administration.

The Principal is recommending that the following position reclassifications:

- Reclassify the Dean of Curriculum position to Assistant Principal. The position will be a City employee.
- Reclassify the Dean of Discipline & Operations position to Assistant Principal. The position will be a City employee.
- Reclassify the Vice Principal position to Dean of Academics. The position will be a CSUSA employee.

The reorganization will result in a savings of \$15,000 and maximizes the leadership team's ability to support a seamless K-8 instructional program.

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

EMS/act

Attachment

ORDINANCE NO. 2012-07

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, AMENDING ORDINANCE NO. 2012-05, WHICH ORDINANCE ADOPTED A CHARTER SCHOOL OPERATING AND CAPITAL BUDGET FOR THE AVENTURA CITY OF EXCELLENCE SCHOOL FOR FISCAL YEAR 2012/2013 (JULY 1 – JUNE 30) BY REVISING THE 2012/2013 FISCAL YEAR BUDGET DOCUMENT AS OUTLINED IN EXHIBIT “A” ATTACHED HERETO; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS ORDINANCE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, upon the periodic review and analysis of current budgetary commitments and obligations, and based upon the projected needs and requirements of the Aventura City of Excellence School and upon the recommendations of the City Manager (and the concurrence of the Finance Director as to Accounting Principles), it is deemed necessary to adjust, amend and implement the 2012/2013 Operating and Capital Budget of the Aventura City of Excellence School as set forth in Exhibit “A” attached hereto and made a part hereof.

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

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

Section 2. The City Commission hereby authorizes the amendment of Ordinance No. 2012-05, which Ordinance adopted a budget for the 2012/2013 fiscal year for the Aventura City of Excellence School by revising the 2012/2013 budget as

set forth on the attached Exhibit "A", which exhibit is deemed incorporated by reference as though set forth in full herein.

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

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

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

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

PASSED AND ADOPTED on first reading this 10th day of July, 2012.

PASSED AND ADOPTED on second reading this 19th day of July, 2012.

SUSAN GOTTLIEB, MAYOR

ATTEST:

TERESA M. SOROKA, MMC
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

CITY ATTORNEY

Exhibit A

Budget Amendment Position Reclassifications

Pos. No.	From	To
7300-002	Vice Principal	Dean of Academics
5102-040	Dean of Discipline & Operations	Assistant Principal
5101-042	Dean of Curriculum	Assistant Principal

Function	Job Class	2011/12		2012/13	
		Full Time	Part Time	Full Time	Part Time
5101	Teacher	31.00	-	31.00	-
	Para-Professionals	-	7.00	-	7.00
	Reading Specialist	1.00		1.00	
	Instructional Counselor	1.00		1.00	
	Assistant Principal	1.00		1.00	
	Aide	1.00		1.00	
5102	Teacher	39.00	-	40.00	-
	Assistant Principal	1.00		1.00	
	Aide	1.00		1.00	
5250	Teacher	2.00	-	2.00	-
	Dean of Student Services	1.00		1.00	
5901	Substitute Teacher	1.00	-	1.00	-
6200	Media Specialist	1.00	1.00	1.00	1.00
7300	Principal	1.00	-	1.00	-
	Dean of Academics	1.00		1.00	
	Business Manager	1.00	-	1.00	-
	Administrative Secretary	1.00	-	1.00	-
	Receptionist	2.00	-	2.00	-
	Registrar/Compliance	1.00		1.00	
	Computer Network/Tech	1.00		1.00	
7900	Janitor	1.00		1.00	
9102	P/T After School Counselor I		5.00		5.00
	P/T After School Counselor II		1.00		1.00
Total		90.00	14.00	91.00	14.00

CITY OF AVENTURA

COMMUNITY DEVELOPMENT DEPARTMENT

MEMORANDUM

TO: City Commission

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

BY: Joanne Carr, AICP
Community Development Director

DATE: May 21, 2012

SUBJECT: Small scale amendment to the City's Comprehensive Plan to change the land use designation of land at 3250 NE 188 Street totaling 7.082 acres from Business and Office to Medium High Density Residential (01-CPA-12 - Small Scale Amendment)

June 5, 2012 Local Planning Agency Agenda Item 4A

June 5, 2012 City Commission Meeting Agenda Item 7B

July 10, 2012 City Commission Meeting Agenda Item 8A

RECOMMENDATION

It is recommended that the City Commission:

1. Approve the small scale Comprehensive Plan amendment to change the land use designation of land at 3259 NE 188 Street totaling 7.082 acres from Business and Office to Medium High Density Residential future land use category, and
2. Approve the transmittal of the adopted amendment to the Florida Department of Economic Opportunity, Division of Community Development, pursuant to Chapter 163, Florida Statutes.

THE REQUEST

The applicant is requesting a small scale Comprehensive Plan amendment to change the land use designation of a parcel of land at 3250 NE 188 Street totaling 7.082 acres from

Business and Office to Medium High Density Residential to facilitate a rezoning of the parcel from OP (Office Park) District to RMF3B (Multifamily Medium Density Residential District) with density limited to a maximum of 225 dwelling units for the entire 7.082 acre parcel. (See Exhibit #1 for Letter of Intent)

BACKGROUND

OWNER OF PROPERTY	Happiness, Inc.
NAME OF APPLICANT	PMG Aventura, LLC
LOCATION OF PROPERTY	3250 NE 188 Street See Exhibit #2 for Location Map See Exhibit #3 for Aerial Photograph
SIZE OF PROPERTY	Approximately 7.082 acres Upland Parcel is 6.529 acres Submerged Parcel is 0.553 acres

BACKGROUND

This site is a vacant parcel of land on the south side of NE 188 Street to the south of the Aventura City of Excellence School, the Aventura Community Recreation Centre and the Aventura Arts & Cultural Center. It is approximately 7.082 acres which includes approximately one-half acre of submerged land.

The site is currently designated Business and Office on the City's Future Land Use Map and zoned OP, Office Park District, on the City's zoning map.

The previous County zoning was for industrial uses on this parcel. The existing future land use designation of Business and the Office and Office Park zoning category were assigned to this property when the City's Comprehensive Plan and Land Development Regulations were adopted in 1998 and 1999 respectively. At that time, the other parcels on the street were being used for marine manufacturing. They had a future land use designation of Industrial and Office and a zoning category of TC2, Town Center Marine District, which allowed the continuation of the marine manufacturing businesses. This site, along with the site to the north, which now contains the City's Community Recreation Center, the Arts & Cultural Center and the Aventura City of Excellence School, was envisioned for office buildings as a compatible use with the existing manufacturing businesses.

In 2002, the marine manufacturing parcels were changed at the request of the owners from Industrial and Office to Medium-High Density Residential future land use and from TC2, Town Center Marine zoning district to RMF3A and RMF3B, Multifamily Medium Density Residential zoning districts. The multifamily projects, including Uptown Marina Lofts, the Atrium, Artech, Eastside and 3030 at Aventura were built following those land use and zoning changes. The future land use and zoning on the parcel which is the

subject of this report remained the same since no request to change was received from the owner.

ANALYSIS

Future Land Use Designation

Subject Property:	Business and Office
Properties to the North:	Business and Office & Parks & Recreation
Properties to the South:	Medium-High Density Residential
Properties to the East:	Dumfounding Bay
Properties to the West:	Medium-High Density Residential

Zoning

Subject Property:	OP, Office Park District
Properties to the North:	CF, Community Facilities District
Properties to the South:	RMF3, Multi-Family Medium Density Residential District
Properties to the East:	CNS, Conservation District
Properties to the West:	RMF3B, Multi-Family Medium Density Residential District

Existing Land Use

Subject property:	vacant
Properties to the North:	performing arts theatre, city school and community recreation center
Properties to the South:	residential condominium
Properties to the East:	water
Properties to the West:	residential condominium

Access – The parcel access is from NE 188 Street.

Conformity to City Comprehensive Plan – The amendment is consistent with the goals, objectives and policies of the City's Comprehensive Plan. More specifically, the proposal is consistent with the following policies in the Future Land Use, Transportation, Parks and Recreation and Coastal and Conservation elements of the Plan:

Future Land Use Element

Policy 8.2 Applications to amend the City's Future Land Use Plan map shall be evaluated to consider consistency with the Goals, Objectives and Policies of all Elements, other timely issues, and in particular the extent to which the proposal, if approved, would:

- 1. Satisfy a deficiency in the Plan map to accommodate projected population or economic growth of the City;*

The 2010 census shows that the City's population is continuing to grow, the median age is lower and family size is larger. This proposed residential use will accommodate projected population growth.

2. *Enhance or impede provision of services at adopted LOS Standards;*

Traffic - The traffic generation table provided later in this report supports the proposed amendment in that a decreased projected vehicle trips per day enhances the provision of traffic services.

Water – The intensity of maximum FAR of office and commercial uses as currently permitted is decreased with the proposed amendment. Therefore, provision of services will be enhanced.

Sewer – The intensity of maximum FAR of office and commercial uses as currently permitted is decreased with the proposed amendment. Therefore, provision of services will be enhanced.

Mass Transit – A bus transit facility that connects City, Miami-Dade County and Broward County transit systems is located at Aventura Mall, approximately 0.7 miles from the subject property. The existing public sidewalks and the connection to the existing pedestrian promenade along the canal will provide pedestrian linkage to transit services that are safe and convenient to transit users.

Parks and Recreation – The City presently exceeds LOS standards for park space, therefore, provision of service at adopted level of service standard will not be impeded by this development.

Stormwater Drainage – The intensity of maximum FAR of office and commercial uses as currently permitted is decreased with the proposed amendment. Therefore, provision of services will be enhanced.

Solid Waste – The intensity of maximum FAR of office and commercial uses as currently permitted is decreased with the proposed amendment. Therefore, provision of services will be enhanced.

3. *Be compatible with abutting and nearby land uses and protect the character of established neighborhoods; and*

The proposed amendment is compatible with abutting and nearby residential land uses and protects the character of the neighborhood. The proposed residential use on this property will support the three existing City facilities to the north.

4. *Enhance or degrade environmental or historical resources, features or systems of significance.*

The proposed amendment will not degrade the environmental or historical resources, features or systems of significance. All clearing of the site will require a County Environmental and tree removal permit.

Policy 8.3 *The City shall strive to accommodate residential development in suitable locations and densities which reflect such factors as recent trends in location and design of residential units; projected availability of service and infrastructure capacity; proximity and accessibility to employment, commercial and cultural centers; character of existing adjacent or surrounding neighborhoods; avoidance of natural resource degradation; maintenance of quality of life and creation of amenities.*

The proposed amendment will accommodate residential development in suitable locations and densities; accommodate projected availability of service and infrastructure capacity; accommodate proximity and accessibility to employment, commercial and cultural centers; accommodate character of existing adjacent or surrounding neighborhoods; accommodate avoidance of natural resource degradation; accommodate maintenance of quality of life and creation of amenities.

Policy 10.1 *Aventura shall facilitate redevelopment of substandard or underdeveloped areas, high intensity activity centers, mass transit supportive development and mixed use projects to promote energy conservation.*

The proposed amendment will facilitate redevelopment of an underdeveloped, vacant lot.

Policy 12.1 *All proposed Comprehensive Plan amendments that increase density (population) shall be required to submit, at the time of application, an analysis of the impacts of the proposed amendment upon the evacuation routes and evacuation times as included within the South Florida Regional Hurricane Evacuation Study, April, 1996, or as may be amended from time to time.*

Policy 12.2 *The City shall not approve any Comprehensive Plan amendment that increases density (population) and results in evacuation times exceeding 12 hours.*

<i>Property Location</i>	<i>Lot Size</i>	<i>Increase in Density</i>	<i>Population Factor</i>	<i>Overall Increase in Population</i>
3250 NE 188 Street	7.082 ac	31.77 du/ac (density limited by proffered covenant)	1.99	448 persons

Based on the latest South Florida Regional Planning Council evacuation model, it is determined that the increase of 225 dwelling units resulting from the proposed amendment will increase the clearance time by 5.06 minutes or .08 hours. That additional time increases the present evacuation time of 11.57 hours (11 hours and 34.4 minutes) to 11.65 hours (11 hours and 39.46 minutes).

Transportation Element

Policy 1.5 The City will develop transportation management strategies, such as (but not limited to) traffic calming techniques and neighborhood design concepts to improve efficiency and enhance the safety of the pedestrian, bicycles and transit riders within the context of an integrated multi-modal transportation system.

There are existing public sidewalks along the frontage of this site. In order to obtain increased building height, as provided by the City Code, the applicant will be constructing the last piece of the pedestrian promenade along the adjacent canal that will connect to the existing promenade at the Aventura Arts & Cultural Center and continue along the rear of the three residential buildings to the west. The promenade, along with the existing public sidewalk, will provide pedestrian linkage to transit service facilities that are safe and convenient to transit users.

Policy 4.3 Transit service shall be linked to major trip attractors and generators and the transportation disadvantaged. Transit service shall be located such that they are safe and convenient to transit users.

This new residential development will be required to provide pedestrian linkage to transit service facilities that are safe and convenient to transit users.

Parks and Recreation Element

Policy 4.1 The City adopts a level of service requiring 2.75 acres of net useable park land per 1,000 residents, implemented by the concurrency management system.

The estimated current population for the City of Aventura is 35,762. 225 additional dwelling units results in a population increase of 448 people as shown in the table above. The amount of park and recreation land required by this park standard is 98.34 acres. The existing available park and recreation land, using the calculations provided in the Level of Service Standards, is 115.45 acres. Therefore, no deficiency exists and the proposed amendment will not create a deficiency in this standard.

Conservation and Coastal Management Element

Policy 9.2 The City shall maintain the adopted levels of service on the local roadways based on the future land use plan to achieve a reasonable evacuation time.

The traffic generation table provided later in this report supports the proposed amendment in that decreased projected vehicle trips per day enhances the provision of transportation (traffic) services, thereby maintaining the adopted levels of service on local roadways to achieve a reasonable evacuation time.

Urban Design Element

Policy 1.7 The location of parking, curb cuts, walkways, bike lanes, signage, lighting and landscape treatments shall be co-ordinated to provide maximum user safety, while improving the comprehensive aesthetic appearance of Aventura.

The applicant will be required, through the site plan review process, to locate parking, curb cuts, walkways, bike lanes, signage, lighting and landscape treatments to maximize user safety and improve the aesthetics of the City.

Traffic Generation – The applicant's traffic engineer has prepared a trip generation report to compare trips based on existing permitted land uses and based on the proposed amendment. The report dated May 15, 2012 prepared by Calvin Giordano & Associates Inc. is attached as Exhibit #4. The report has been reviewed and approved by the City's Traffic Engineering Consultant.

Applications Area (7.082 acres)	Land Use Category	Daily Trips	AM Peak Hour Trips	PM Peak Hour Trips
Existing Land Use Designation	Business & Office (all office use)	4,091	601	559
Proposed Land Use Designation	Medium Density Residential High	1,307	99	117

The report indicates that the proposed residential land use generates approximately 2,784 less daily vehicular trips than the existing commercial zoning and when compared to the am peak and pm peak hours, generates approximately 502 to 442 less trips, thereby resulting in significantly less impact on the City's road network as compared to the existing business and office land use designation.

School Impacts – The application has been provided for comment to the Miami Dade County School Board in accordance with the Interlocal Agreement entered into between the City and the Board. Also in accordance with the Interlocal Agreement, the School

Board has been invited as a non-voting member of the Local Planning Agency for this application.

The application has been analyzed by the School Board for compliance with the level of service contained in the Interlocal Agreement. The Board's letter dated May 21, 2012 is attached as Exhibit #5. This preliminary analysis concludes that the required level of service standard is met. The level of service standard in the Interlocal Agreement is the same level of service standard contained in the Education Element of the City's Comprehensive Plan.

The concurrency analysis shows that anticipated student generation for this development will be 16 seats for elementary, 8 seats for middle school and 10 seats for high school. The public elementary school in our Concurrency Service Area has no seats available, the public middle school is 101 seats over capacity and the public high school is 409 seats over capacity. The level of service standard provides that, in the event no capacity is available within a concurrency service area, the School Board may look to adjacent concurrency service areas to provide that capacity. The adjacent service areas' elementary, middle and high school do have sufficient capacity. Therefore, the required level of service standard for education is met.

The final concurrency determination and reservation of capacity is made by the School Board once a site plan or plat is approved. It should be noted that capacity as calculated for concurrency measurement and reservation does not necessarily equate to seats that may be open for enrollment at any particular time.

Conformity to City Land Development Regulations – The proposed amendment will facilitate a proposed rezoning from OP, Office Park District to RMF3B, Multi-Family Medium Density Residential District.

Coastal High Hazard Location – The location of this site is not in a designated coastal high hazard area.

PMG Aventura, LLC

Real Estate Principals

Date: May 2, 2012
To: City of Aventura
Re: Letter of Intent

COMMUNITY DEVELOPMENT
CITY OF AVENTURA

MAY - 4 2012
INITIAL DM

To Whom It May Concern -

Please accept this Letter of Intent ("Letter") as an expression of interest on behalf of PMG Aventura, LLC ("PMG") to develop a luxury residential condominium project located at 3520 NE 188th Street ("Property"). With over twenty five years of development experience, and more specifically a concentration in high end residential product, we are looking to create a landmark development for not only the Aventura area, but the entire South Florida market.

The proposed development would allow for an eleven (11) story residential condominium building, consisting of 225 residential units. Additionally, in accordance with Aventura Municipal Code Section 31-143(g)(9), there shall be no maximum floor area ratio. Per the identified code Section, we propose to dedicate the west two (2) acre portions of the site to the City of Aventura. Further, as is known by the City of Aventura, a decaying structure currently exists on the proposed site. Regardless of whether or not the structure is located on our property in its entirety or encroaches upon the proposed dedicated portion, we are committed to removing the structure at no cost to the City of Aventura.

In accordance with Aventura Municipal Code Section 31-143(g)(8), we intend to provide a Pedestrian Promenade for use by the general public in connection with both our remaining property and the west two (2) acre portions to be dedicated to the City of Aventura, again at no cost to the City. Any assistance PMG and/or correlating contractors can provide to the City for developing the dedicated parcel will be available at reasonable cost /market cost if the city elects to do so.

In order for the project to be unique, the development team must be unique. PMG plans to use a combination of a premier local architect in conjunction with a world-class design architect. Additionally, PMG's local experience will allow for an easy selection of local experienced consultants ranging from the MEP to landscape architect. More importantly, PMG will include a renowned interior design firm to maximize design and luxury for all common spaces, shaping the look and feel of the remaining 5-acre parcel.

The proposed project would incorporate a design that compliments the local environment, which includes not only green space & bay, but the Aventura Arts and Cultural Center. The amenities will include everything from a world class gym to private concierge services. The proposed units would average anywhere from 2,500 to 3,000 square feet with finishes of the highest standard.

This project is PMG's third luxury development Miami in the past 5 years. In 2009 PMG delivered Mei Miami Beach, a 134-unit luxury development located on 58th and Collins, which is currently regarded as one of the premier residential buildings in Miami Beach. More recently, PMG purchased a parcel located at 9501 Collins Avenue and is currently under development. The project, otherwise called 95th on the Ocean, is a boutique beachfront development featuring 7-private, exclusive luxury homes.

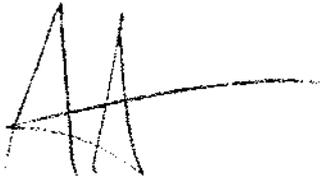
PMG Aventura, LLC

Real Estate Principals

It is our intention to begin the rezoning process as of May 1st and work towards achieving a plan that mutually benefits both parties and the community. We look forward to working with the City of Aventura over the coming months.

PMG Aventura, LLC

Sincerely,

A handwritten signature in black ink, appearing to be the initials 'RS' followed by a long horizontal stroke.

Ryan Shear
Managing Director

BROWARD COUNTY
DADE COUNTY

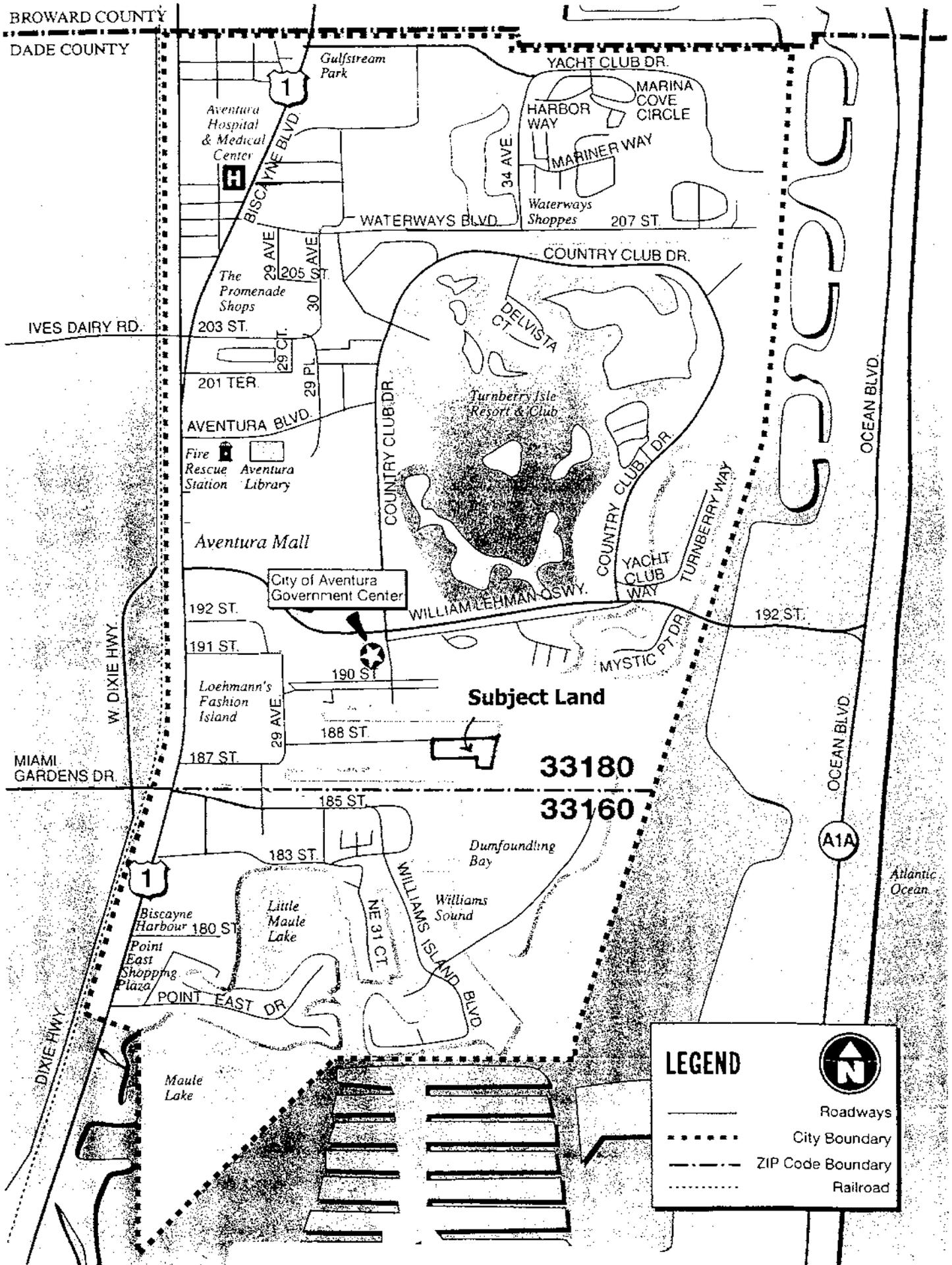


EXHIBIT #2
01-CPA-12

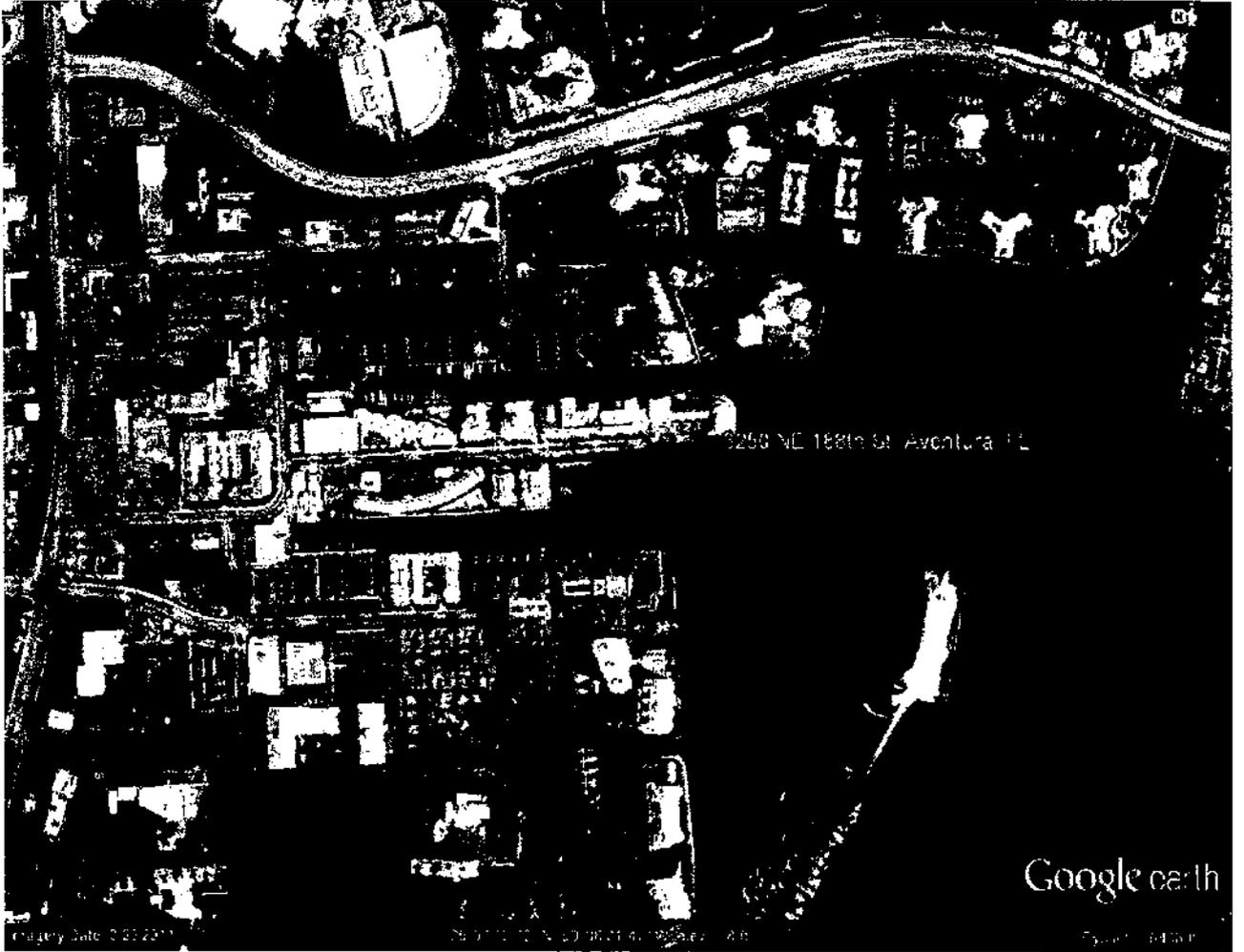


EXHIBIT #3
01-CPA-12



Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

Memorandum

- Fort Lauderdale Office - 1800 Eller Drive, Suite 600, Fort Lauderdale, Florida 33316
Phone: 954.921.7781 • Fax: 954.921.8807
- Palm Beach Office - 560 Village Blvd., Suite 340, West Palm Beach, Florida 33409
Phone: 561.684.6161 • Fax: 561.684.6360

EXHIBIT #4 01-CPA-12

DATE: May 15, 2012

TO: Mr. Ryan Shear
PMG Aventura LLC
19495 Biscayne Boulevard, Suite 410
Aventura, FL 33180

FROM: Jeffery Maxwell, PE, PTOE
Calvin, Giordano & Associates, Inc. (CGA)
1800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316

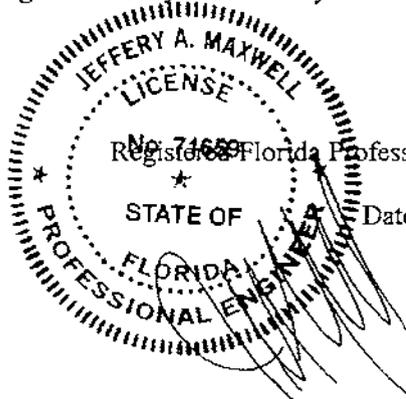
SUBJECT: **Magnum Marine Plat Traffic Statement**

Per your request, CGA has completed a trip generation analysis for project site know as the Magnum Marine Plat in the City of Aventura, Florida. Existing zoning currently allows for development of 428,560 square feet of general office. It is our understanding the proposed land use will consist of up to 225 condominium units in place of general office.

Trip generation estimates were calculated for the currently approved land use as well as the proposed land use based upon trip generation rates contained in the 8th Edition of "Trip Generation" published by the Institute of Transportation Engineers (ITE). Trips were calculated for a standard weekday as well as the morning and evening peak-hours of adjacent street traffic. As indicated on the Trip Generation Table included with this memorandum, the proposed change in land use will result in a net decrease in traffic attributable to the site.

The proposed 225-unit condominium development is expected to generate 2,784 fewer trips during a typical weekday as well as 502 fewer trips during the AM peak-hour and 442 fewer trips during the PM peak-hour. This corresponds to approximately 68% fewer weekday trips, 84% fewer AM peak-hour trips and 79% fewer PM peak-hour trips if the site is developed with residential uses rather than general office uses.

Please feel free to contact the undersigned should you desire any additional information.



Jeffery Maxwell, PE, PTOE
Registered Florida Professional Engineer Number 71659

Date: 5-15-12

TRIP GENERATION TABLE
Magnum Marine Plat

Land Use	ITE Land Use Code	Intensity	ITE 8th Edition Equation	Daily Trips	AM Peak Hour				PM Peak Hour						
					Trips	%	In	Out	Trips	%	In	Out			
Proposed Use															
Condominium/Townhouse	230	225	Dwelling units	See Note 1	1,307	99	17%	17	83%	82	117	67%	78	33%	39
Total Trips					1,307	99	17	17	83%	82	117	67%	78	33%	39
Existing Use															
General Office	710	428,560	Sq. Ft.	See Note 2	4,091	601	88%	529	12%	72	559	17%	95	83%	464
Total Trips					4,091	601	529	72	559	95	464				
TOTAL NET TRIPS DIFFERENCE					-2,784	-502	-512	10	-442	-17	-425				

Note 1:
 Condominium/Townhouse (ITE 230) : Daily Rate - \$ 81, [50% In, 50% Out]
 Condominium/Townhouse (ITE 230) : AM Peak Hour Equation - Ln(T) = 0.80 Ln (X) + 0.26, [17% In, 83% Out]
 Condominium/Townhouse (ITE 230) : PM Peak Hour Equation - Ln(T) = 0.82 Ln (X) + 0.32, [67% In, 33% Out]

Note 2:
 General Office (ITE 710) : Daily Equation - Ln(T) = 0.77 Ln (X) + 3.65, [50% In, 50% Out]
 General Office (ITE 710) : AM Peak Hour Equation - Ln(T) = 0.80 Ln (X) + 1.55, [88% In, 12% Out]
 General Office (ITE 710) : PM Peak Hour Equation - Ln(T) = 1.12 Ln (X) + 78.81, [17% In, 83% Out]



Miami-Dade County Public Schools

giving our students the world

Superintendent of Schools
Alberto M. Carvalho

Miami-Dade County School Board
Perla Tabares Hantman, Chair
Dr. Lawrence S. Feldman, Vice Chair
Dr. Dorothy Bendross-Mindingall
Carlos L. Curbelo
Renier Díaz de la Portilla
Dr. Wilbert "Tee" Holloway
Dr. Martin Karp
Dr. Marta Pérez
Raquel A. Regalado

May 21, 2012

VIA ELECTRONIC MAIL

Jeffrey Perlow, Esquire c/o
Aventura on the Bay
3250 NE 188 Street
Aventura, Florida 33180

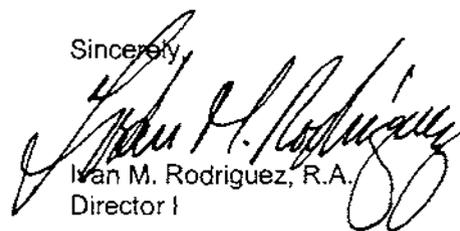
**RE: PUBLIC SCHOOL CONCURRENCY PRELIMINARY ANALYSIS
AVENTURA ON THE BAY (01 REZ 12)
LOCATED 3250 NE 188 STREET
PH2812051000175 – Folio Nos. 2822030530010 and 2822030530020**

Dear Applicant:

Pursuant to State Statutes and the Interlocal Agreements for Public School Facility Planning in Miami-Dade County, the above-referenced application was reviewed for compliance with Public School Concurrency. Accordingly, enclosed please find the School District's Preliminary Concurrency Analysis (Schools Planning Level Review).

As noted in the Preliminary Concurrency Analysis (Schools Planning Level Review), the proposed project would yield a maximum residential density of 225 multifamily units, which generates 34 students; 16 elementary, 8 middle and 10 senior high students. **At this time, schools have sufficient capacity available to serve the application.** However, a final determination of Public School Concurrency and capacity reservation will only be made at the time of approval of final plat, site plan or functional equivalent. **As such, this analysis does not constitute a Public School Concurrency approval.**

Should you have any questions, please feel free to contact me at 305-995-4501.

Sincerely,

Ivan M. Rodriguez, R.A.
Director I

IMR:ir
L555
Enclosure

cc: Ms. Ana Rijo-Conde, AICP
Ms. Vivian G. Villaamil
City of Aventura
School Concurrency Master File

**EXHIBIT #5
01-CPA-12**

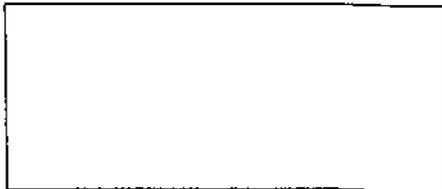


Miami-Dade County Public Schools

Concurrency Management System Preliminary Concurrency Analysis

MDCPS Application Number: PH2812051000175 Local Government (LG): Aventura
 Date Application Received: 5/10/2012 3:14:52 PM LG Application Number: 01 REZ 12
 Type of Application: Public Hearing Sub Type: Land Use
 Applicant's Name: Aventura on the Bay
 Address/Location: 3250 NE 188 Street, Aventura, Florida
 Master Folio Number: 2822030530010
 Additional Folio Number(s): 2822030530020,

PROPOSED # OF UNITS 225
 SINGLE-FAMILY DETACHED UNITS: 0
 SINGLE-FAMILY ATTACHED UNITS: 0
 MULTIFAMILY UNITS: 225



CONCURRENCY SERVICE AREA SCHOOLS						
CSA Id	Facility Name	Net Available Capacity	Seats Required	Seats Taken	LOS Met	Source Type
231	AVENTURA WATERWAYS K-8 CENTER	0	16	0	NO	Current CSA
231	AVENTURA WATERWAYS K-8 CENTER	0	16	0	NO	Current CSA Five Year Plan
6241	HIGHLAND OAKS MIDDLE	-101	8	0	NO	Current CSA
6241	HIGHLAND OAKS MIDDLE	0	8	0	NO	Current CSA Five Year Plan
7141	DR MICHAEL M KROP SENIOR HIGH	-409	10	0	NO	Current CSA
7141	DR MICHAEL M KROP SENIOR HIGH	0	10	0	NO	Current CSA Five Year Plan

ADJACENT SERVICE AREA SCHOOLS						
CSA Id	Facility Name	Net Available Capacity	Seats Required	Seats Taken	LOS Met	Source Type
2581	MADIE IVES COMMUNITY ELEMENTARY	153	16	16	YES	Adjacent CSA
6301	JOHN F KENNEDY MIDDLE	111	8	8	YES	Adjacent CSA
7381	MIAMI NORLAND SENIOR HIGH	808	10	10	YES	Adjacent CSA

*An Impact reduction of 17.64% included for charter and magnet schools (Schools of Choice).

MDCPS has conducted a preliminary public school concurrency review of this application; please see results above. A final determination of public school concurrency and capacity reservation will be made at the time of approval of plat, site plan or functional equivalent. **THIS ANALYSIS DOES NOT CONSTITUTE PUBLIC SCHOOL CONCURRENCY APPROVAL.**



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 <u>PMG Aventura, LLC</u>	Relationship (i.e. Attorneys, Architects, Landscape Architects, Engineers, Lobbyists, Etc.)
<u>Kevin Maloney</u>	<u>Manager</u>
<u>Ryan Shear</u>	<u>Manager</u>
<u>Adrienne Hartman</u>	<u>Development Consultant</u>
<u>Forbin Leavy Skiles</u>	<u>Surveyor</u>
<u>Calvin Giordano & Associates</u>	<u>Traffic Engineer</u>

(Attach Additional Sheets If Necessary)

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

WITNESS MY HAND THIS 10 DAY OF May 2012

AUTHORIZED REPRESENTATIVE OF APPLICANT:

By: [Signature]
 Name: Joseph M. Poretsky
 Title: ATTORNEY
 Address: 19901 NE 29th Ave. Suite 100
Aventura, FL. 33180

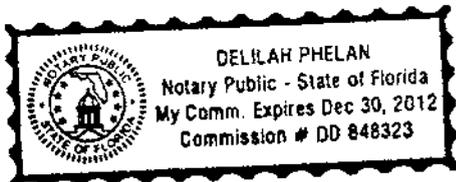
~~OWNED APPLICANT~~
 By: [Signature]
 Name: Kevin Maloney
 Title: Manager of PMG Aventura, LLC
 Address: 19495 Biscayne Blvd
#410
Aventura, FL 33180

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

SWORN TO AND SUBSCRIBED BEFORE ME this 10 day of May 2012

AFFIANT
2012



Notary Public State of Florida At Large
Printed Name of Notary Delilah Phelan
My commission expires: 12/30/12

Representatives

Name

Relationship

Fronberg Perlman & Kamik, PA

Zoning Attorney

Arnstein & Lehr

Attorney

FRANK KAIMAN

General Counsel

RON SILVER

Attorney



BUSINESS RELATIONSHIP AFFIDAVIT*

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

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

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

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

The nature of the Business Relationship is as follows:

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

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

APPLICANT:

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

WITNESS MY HAND THIS 10 DAY OF May, 2012

PROPERTY OWNER

By: _____ (Signature)
Name: Kevin Maloney (Print)
Title: Manager (Print)

*The terms "Business Relationship," "Client," "Customer," "Applicant," "Representative" and "Interested Person" are defined in Section 2-396 of the Aventura City Code.



BUSINESS RELATIONSHIP AFFIDAVIT*

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

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

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

The nature of the Business Relationship is as follows:

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

WITNESS MY HAND THIS 10 DAY OF May, 2002

APPLICANT:

By: _____ (Signature)
 Name: Ryan Sheun (Print)
 Title: Member (Print)

WITNESS MY HAND THIS 10 DAY OF May, 2002

PROPERTY OWNER

By: _____ (Signature)
 Name: Kathleen McAloney (Print)
 Title: Manager (Print)

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



BUSINESS RELATIONSHIP AFFIDAVIT*

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

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

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

The nature of the Business Relationship is as follows:

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

WITNESS MY HAND THIS 16 DAY OF May, 2012

APPLICANT:

By: _____ (Signature)
 Name: Adrienne Johnson (Print)
 Title: Development Consultant (Print)

WITNESS MY HAND THIS 16 DAY OF May, 2012

PROPERTY OWNER

By: _____ (Signature)
 Name: Karen McDoney (Print)
 Title: Homeowner (Print)

*The terms "Business Relationship," "Client," "Customer," "Applicant," "Representative" and "Interested Person" are defined in Section 2-396 of the Aventura City Code.

WITNESS MY HAND THIS 14 DAY OF May, 2022

REPRESENTATIVE (Listed on Business Relationship Affidavit)

By: _____ (Signature)

Name: Kevin Mabray (Print)

Title: Manager (Print)

By: AA (Signature)

Name: Ryan Shear (Print)

Title: Manager (Print)

By: Adrienne Hartman (Signature)

Name: Adrienne Hartman (Print)

Title: Development Consultant (Print)

By: _____ (Signature)

Title: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

Title: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

Title: _____ (Print)

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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.

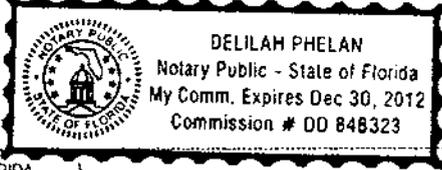
NOTARIZATION PROVISION

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

[Signature]
AFFIANT

SWORN TO AND SUBSCRIBED before me this 16 day of May, 2002



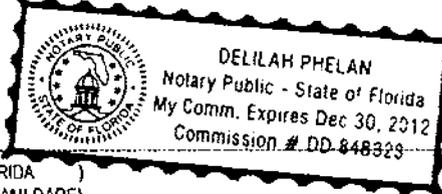
[Signature]
Notary Public State of Florida At Large
Printed Name of Notary Delilah Phelan
My commission expires _____

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

[Signature]
AFFIANT

SWORN TO AND SUBSCRIBED before me this 16 day of May, 2002



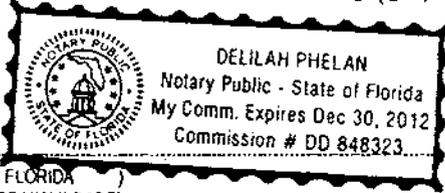
[Signature]
Notary Public State of Florida At Large
Printed Name of Notary Delilah Phelan
My commission expires _____

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

[Signature]
AFFIANT

SWORN TO AND SUBSCRIBED before me this 16 day of May, 2002



[Signature]
Notary Public State of Florida At Large
Printed Name of Notary Delilah Phelan
My commission expires 12/30/12

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

AFFIANT

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

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



BUSINESS RELATIONSHIP AFFIDAVIT*

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

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

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

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

The nature of the Business Relationship is as follows:

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

WITNESS MY HAND THIS 16 DAY OF MAY, 2012.

APPLICANT:

By: _____ (Signature)
Name: Frank Korman (Print)
Title: Attorney (Print)

WITNESS MY HAND THIS 16 DAY OF May, 2012.

PROPERTY OWNER:

By: _____ (Signature)
Name: Karen McInerney (Print)
Title: Manager (Print)

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

WITNESS MY HAND THIS 16 DAY OF MAY 2012, 200

REPRESENTATIVE: (Listed on Business Relationship Affidavit)

By: [Signature] (Signature)
Name: FRANKLIN R. KAEHLER (Print)
Title: GENERAL COUNSEL (Print)

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

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

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

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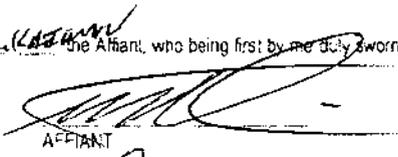
NOTE: 1) Use duplicate sheets if disclosure information for Representative varies

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

NOTARIZATION PROVISION

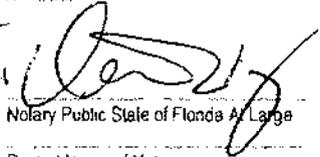
NY
STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

Before me, the undersigned authority, personally appeared FRANCIS Q. (LARRY) 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

KENNETH WONG
SWORN TO AND SUBSCRIBED before me this 16 day of MAY, 2017
Notary Public, State of New York
No. 01WO4862385
Qualified in Queens County
Commission Expires July 14, 2014



Notary Public State of Florida At Large

Printed Name of Notary
My commission expires:

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

AFFIANT

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

Notary Public State of Florida At Large

Printed Name of Notary
My commission expires:

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

AFFIANT

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

Notary Public State of Florida At Large

Printed Name of Notary
My commission expires:

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

AFFIANT

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

Notary Public State of Florida At Large

Printed Name of Notary
My commission expires:



BUSINESS RELATIONSHIP AFFIDAVIT*

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

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

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

The nature of the Business Relationship is as follows:

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

WITNESS MY HAND THIS 16th DAY OF May, 2012

APPLICANT:

By: [Signature] (Signature)
 Name: Jeffrey M. Perlow (Print)
 Title: Attorney (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.



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.
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- iii. The Applicant or Representative is a Client of a member of the City Commission or Board or a Client of another professional working from the same office or for the same employer as the member of the City Commission or Board;
- iv. A City Commissioner or Board member is a Client of the Applicant or Representative;
- v. The Applicant or Representative is a Customer of the member of the City Commission or Board (or of his or her employer) and transacts more than \$10,000.00 of the business of the member of the City Commission or Board (or his or her employer) in a given calendar year;
- vi. The member of the City Commission or Board is a Customer of the Applicant or Representative and transacts more than \$25,000.00 of the business of the Applicant or Representative in a given calendar year.

WITNESS MY HAND THIS 16 DAY OF May, 2002

APPLICANT:

By: [Signature] (Signature)
 Name: GARY EAN NESBITT (Print)
 Title: ATTORNEY (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.



BUSINESS RELATIONSHIP AFFIDAVIT*

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

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- 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 16th DAY OF May 2012

APPLICANT

By: [Signature] (Signature)
Name: BON SILVER (Print)
Title: Attorney (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 16th DAY OF May 2002

REPRESENTATIVE (Listed on Business Relationship Affidavit)

By: [Signature] (Signature)

Name: Jeffrey H. Perlow (Print)

Title: Attorney (Print)

By: _____ (Signature)

Name: _____ (Print)

Title: _____ (Print)

By: [Signature] (Signature)

Name: GARY JAY NEBETT (Print)

Title: ATTORNEY (Print)

By: _____ (Signature)

Name: _____ (Print)

Title: _____ (Print)

By: [Signature] (Signature)

Name: Ron Silver (Print)

Title: ATTORNEY (Print)

By: _____ (Signature)

Name: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

Title: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

Title: _____ (Print)

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Title: _____ (Print)

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Title: _____ (Print)

By: _____ (Signature)

Title: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

Title: _____ (Print)

Title: _____ (Print)

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

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

NOTARIZATION PROVISION

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

[Signature]
AFFIANT

SWORN TO AND SUBSCRIBED before me this 16 day of May 2012

[Signature]
Notary Public State of Florida At Large



Printed Name of Notary _____
My commission expires: _____

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

Before me, the undersigned authority, personally appeared Cary Ian Nesbitt 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 16th day of May 2012

[Signature]
Notary Public State of Florida At Large



Printed Name of Notary _____
My commission expires: _____

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

Before me, the undersigned authority, personally appeared Ron Silver 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 16th day of May 2012

[Signature]
Notary Public State of Florida At Large



Printed Name of Notary _____
My commission expires: _____

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

Before me, the undersigned authority, personally appeared _____ 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 _____, 2012

Notary Public State of Florida At Large

Printed Name of Notary
My commission expires: _____



BUSINESS RELATIONSHIP AFFIDAVIT*

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

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

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

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

The nature of the Business Relationship is as follows:

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

WITNESS MY HAND THIS 18 DAY OF MAY 2012

APPLICANT:

By: [Signature] (Signature)
Name: JEFFERY MAXWELL (Print)
Title: TRAFFIC ENGINEER (Print)
CALVIN, GIORDANO & ASSOCIATES, INC.

WITNESS MY HAND THIS _____ DAY OF _____, 200__

PROPERTY OWNER:

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

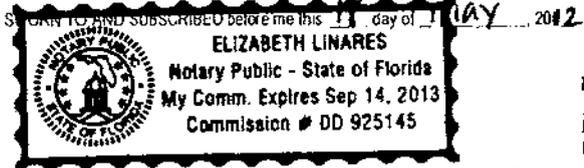
*The terms "Business Relationship," "Client," "Customer," "Applicant," "Representative" and "Interested Person" are defined in Section 2-395 of the Aventura City Code.

NOTARIZATION PROVISION

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

Before me, the undersigned authority, personally appeared JEFFERY MAXWELL 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



[Signature]
Notary Public State of Florida At Large
Elizabeth Linares
Printed Name of Notary
My commission expires: 9/14/13

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 31-7*(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 _____ 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 16 DAY OF MAY, ~~200~~ 2012

REPRESENTATIVE: (Listed on Business Relationship Affidavit)

By: [Signature] (Signature)

By: _____ (Signature)

Name: DAN FORTIN JR (Print)

Name: _____ (Print)

Title: VICE PRESIDENT (Print)

Title: _____ (Print)

By: _____ (Signature)

By: _____ (Signature)

Name: _____ (Print)

Name: _____ (Print)

Title: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

By: _____ (Signature)

Name: _____ (Print)

Name: _____ (Print)

Title: _____ (Print)

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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.

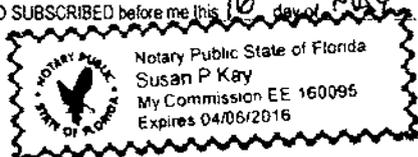
NOTARIZATION PROVISION

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

[Signature]
AFFIANT

SWORN TO AND SUBSCRIBED before me this 16 day of MAY, 2017



[Signature]
Notary Public State of Florida At Large
Printed Name of Notary: SUSAN P. KEY
My commission expires: EE 160095

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

AFFIANT

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

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

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

AFFIANT

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

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

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

AFFIANT

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

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



BUSINESS RELATIONSHIP AFFIDAVIT*

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

- 1. Affiant does not have a Business Relationship with any member of the City Commission or any City Advisory Board to which the application will be presented.
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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 18 DAY OF MAY 2002

APPLICANT

By: _____ (Signature)
 Name: LEUIS FLORES (Print)
 Title: Attorney - Afenstein + Lehr (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.



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 18th DAY OF May, 20012

APPLICANT:

By: Richard B. Ivans (Signature)
Name: RICHARD B. IVANS Esq (Print)
Title: Attorney - Arstein & Lehr (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 10 DAY OF MAY, 2022

REPRESENTATIVE: (Listed on Business Relationship Affidavit)

By: [Signature] (Signature)

By: _____ (Signature)

Name: RICHARD B. IVANS (Print)

Name: _____ (Print)

Title: ATTORNEY (Print)
Arnstein & Lehr

Title: _____ (Print)

By: [Signature] (Signature)

By: _____ (Signature)

Name: LUIS FLORES (Print)

Name: _____ (Print)

Title: ATTORNEY (Print)
Arnstein & Lehr

Title: _____ (Print)

By: _____ (Signature)

By: _____ (Signature)

Name: _____ (Print)

Name: _____ (Print)

Title: _____ (Print)

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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 RICHARD B. IVANKO 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.

Richard B. Ivanko
AFFIANT

SWORN TO AND SUBSCRIBED before me this 18 day of July, 2012.

[Signature]
Notary Public State of Florida At Large
Printed Name of Notary
My commission expires: 3-12-15



STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

Before me, the undersigned authority, personally appeared Lois Flores 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 July, 2012.

[Signature]
Notary Public State of Florida At Large
Printed Name of Notary
My commission expires: 3-12-15



STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

AFFIANT

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 2012.

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 _____, 2012.

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

ORDINANCE NO. 2012-___

AN ORDINANCE OF THE CITY OF AVENTURA, FLORIDA, AMENDING THE COMPREHENSIVE MASTER PLAN BY AMENDING THE FUTURE LAND USE MAP DESIGNATION FOR PROPERTY LOCATED AT 3250 NE 188 STREET, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", FROM BUSINESS AND OFFICE TO MEDIUM HIGH DENSITY RESIDENTIAL; PROVIDING FOR TRANSMITTAL TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY UNDER CHAPTER 163, PART II, FLORIDA STATUTES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Department of Community Affairs of the State of Florida found in compliance the City of Aventura Comprehensive Plan (the "Plan") in February 1999; and

WHEREAS, the Future Land Use Map of the Plan designated the subject property, more particularly described in Exhibit "A", Business and Office; and

WHEREAS, the owner has made application to the City to change the land use designation from Business and Office to Medium High Density Residential; and

WHEREAS, the owner has made application to the City to approve a residential zoning designation on the subject property, which is subject to the adoption of the requested amendment to the land use designation; and

WHEREAS, the Plan amendment will not result in impacts on any infrastructure system that will exceed established level of service standards and is otherwise consistent with the goals, objectives and policies of the Plan; and

WHEREAS, the City Commission finds that it is in the best interest of the public to amend the future land use map designation on the subject property from Business and Office to Medium High Density Residential; and

WHEREAS, the City Commission finds that the amendment will maintain the unique aesthetic character of the City.

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

Section 1. Purpose. This Ordinance is intended to preserve the unique aesthetic character of the City and ensure that adjacent land uses are compatible and it is further intended to protect property values, create a better business climate, enhance the physical appearance of the community and preserve the natural beauty of the City.

Section 2. Amendment of Future Land Use Map Designation. The future land use map designation of the parcel of land situate on 3250 NE 188 Street, more particularly described in Exhibit "A" to this Ordinance, totaling 7.082 acres more or less and having folio numbers 28 2203 053 0010 and 28 2203 053 0020, is hereby changed from Business and Office to Medium High Density Residential.

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

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

the Future Land Use Map of the Comprehensive Plan shall be revised so as to accomplish such intentions.

Section 5. Transmittal. The City Clerk is directed to transmit the amendment to the State of Florida Department of Economic Opportunity, Division of Community Development as provided under Chapter 163, Part II of the Florida Statutes.

Section 6. Effective Date. This Ordinance shall be effective pursuant to Chapter 163 of the Florida Statutes.

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

PASSED on first reading this 5th day of June, 2012.

PASSED AND ADOPTED on second reading this 10th day of July, 2012.

Susan Gottlieb, Mayor

ATTEST:

TERESA M. SOROKA, MMC
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

CITY ATTORNEY

EXHIBIT "A"

Legal Description of Subject Property

Lots A and B, of Magnum Marine Plat, according to the Plat thereof, as recorded in Plat Book 147, Page 12, of the Public Records of Miami-Dade County, Florida.

Also known as:

A portion of that certain property deed to Gautier to Maule Industries Inc. and described in Deed Book 630 at Page 67 of the Public Records of Dade County, Florida, said portion being particularly described as follows: A portion of the Southeast $\frac{1}{4}$ of the Fractional Section 3, Township 52 South, Range 42 East, Dade County, Florida being particularly described as follows:

Commence at the Southwest corner of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Fractional Section 3, Township 52 South, Range 42 East; thence run South 89 degrees 56 minutes 45 seconds East along the south line of the southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the southwest $\frac{1}{4}$ of Fractional Section 3 for a distance of 450 feet; then run North 00 degrees 39 minutes 25 seconds West for a distance of 185.83 feet; thence run North 89 degrees 20 minutes 35 seconds East for a distance of 1,217.70 feet to the point of beginning of the property herein described; thence continuing North 89 degrees 20 minutes 3 seconds East for 588.95 feet; then run North 00 degrees 39 minutes 25 seconds West for 35 feet; thence North 89 degrees 20 minutes 35 seconds East for 400 feet; thence run South 00 degrees 31 minutes 59 seconds East for 318.42 feet to the mean high water line of Dumfoundling Bay and adjacent canal; thence along the said mean high water line for the next ten courses, run South 83 degrees 53 minutes 28 seconds West for 87.62 feet; thence run North 83 degrees 58 minutes 15 seconds West for 113.67 feet; thence run South 79 degrees 49 minutes 50 seconds West for 74.60 feet; thence run South 86 degrees 39 minutes 18 seconds West for 115.35 feet; thence run North 89 degrees 06 minutes 17 seconds West for 121.75 feet; thence run North 81 degrees 26 minutes 33 seconds West for 74.61 feet; thence run South 84 degrees 00 minutes 20 seconds West for 100.78 feet; thence run North 87 degrees 42 minutes 10 seconds West for 111.98 feet; thence run South 86 degrees 48 minutes 26 seconds West for 91.38 feet; thence run North 82 degrees 21 minutes 58 seconds West for 101.59 feet to the point of termination of the mean high water line; thence run North 0 degrees 39 minutes 25 seconds West for a distance of 274 feet to the point of beginning.

Together with that certain property located in Miami-Dade County more particularly described as follows:

EXHIBIT "A"
(continued)

Commence at the Northwest corner of the North $\frac{1}{2}$ of the North $\frac{1}{2}$ of the South $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Fractional Section 3, Township 52 South, Range 42 East, of Dade County, Florida; thence run 00 degrees 31 minutes 59 seconds East along the west line of the SE $\frac{1}{4}$ of Fractional Section 3 for 155.33 feet to a point that is 175 feet North of the Southwest corner of said North $\frac{1}{2}$, North $\frac{1}{2}$, South $\frac{1}{2}$, SE $\frac{1}{4}$ for 1989 feet to the Southeast corner of the 7.65 acre parcel described in trustees of the Internal Improvement Fund Deed No. 21380; thence run North 00 degrees 31 minutes 59 seconds West along the east line of said 7.65 acre parcel for 8.7 feet, more or less, to the north bank of the existing canal, being the southeast corner of the 16.0 acre parcel described in ORB 630 at Page 67 of the Public Records of Dade County, Florida and being the point of beginning of the hereinafter described parcel

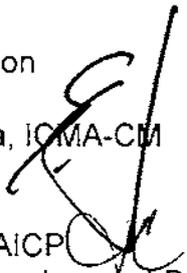
From said point of beginning, thence run South 00 degrees 31 minutes 59 seconds East along last described line, for 78.7 feet more or less to the southeast corner of said 7.65 acre parcel; thence run North 89 degrees 58 minutes 51 seconds West along the south line of said 7.65 acre parcel for 300 feet to the point of intersection with the northerly extension of the east line of the 11.93 acre parcel as described in trustees of the Internal Improvement Fund Deed No. 21379; thence run North 00 degrees 31 minutes 59 seconds West along last described northerly extension for 77.3 feet more or less to the north bank of the existing canal, as described in the 16.0 acre parcel description; thence run Easterly meandering the north bank of the existing canal, as described in the 16.0 parcel for 300 feet more or less 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: May 21, 2012

SUBJECT: Amendment of the Official Zoning Map of the City of Aventura by amending the zoning designation for property at 3250 NE 188 Street, containing 7.082 acres more or less, from OP, Office Park District, to RMF3B, Multifamily Medium Density Residential District. (01-REZ-12)

June 5, 2012 Local Planning Agency Agenda Item 4B

June 5, 2012 City Commission Meeting Agenda Item 7C

July 10, 2012 City Commission Meeting Agenda Item 8B

RECOMMENDATION

It is recommended that the City Commission approve an amendment of the Official Zoning Map of the City of Aventura by amending the zoning designation for the parcel of land with municipal address 3250 NE 188 Street containing 7.082 acres, more or less, from OP, Office Park District to RMF3B, Multifamily Medium Density Residential District.

The applicant has proffered to prepare and record in the Public Records of Miami-Dade County, at its expense and in form satisfactory to the City Manager and the City Attorney, a declaration of restrictive covenants restricting the density on the property to no more than 225 residential dwelling units and further providing that this maximum number of residential dwelling units shall remain the same in the event that the applicant or landowner purchases additional contiguous submerged lands. The applicant has further proffered to record the declaration of restrictive covenants prior to January 31, 2013, or prior to the issuance of the site development building permit,

whichever is earlier. The ordinance amending the Official Zoning Map from OP, Office Park District, to RMF3B, Multifamily Medium Density District, will not be effective until the declaration of restrictive covenants is recorded and provided to the City.

THE REQUEST

The applicant, PMG Aventura LLC, is requesting an amendment of the Official Zoning Map of the City of Aventura by amending the zoning designation for the parcel at the southeast end of NE 188 Street with municipal address 3250 NE 188 Street from OP, Office Park District to RMF3B, Multifamily Medium Density Residential District. (See Exhibit #1 for Letter of Intent)

BACKGROUND

OWNER OF PROPERTY:	Happiness Inc.
NAME OF APPLICANT	PMG Aventura LLC
LOCATION OF PROPERTY	3250 NE 188 Street See Exhibit #2 for Location Map and Exhibit #3 for Aerial Photograph
SIZE OF PROPERTY	Approximately 7.082 acres Upland Parcel is 6.529 acres Submerged Parcel is 0.553 acres

BACKGROUND

This site is a vacant parcel of land on the south side of NE 188 Street to the south of the Aventura City of Excellence School, the Aventura Community Recreation Centre and the Aventura Arts & Cultural Center and at the easterly termination of the street. It is approximately 7.082 acres which includes approximately one-half acre of submerged land.

The site is currently designated Business and Office on the City's Future Land Use Map and zoned OP, Office Park District, on the City's zoning map.

The previous County zoning was for industrial uses on this parcel. The existing future land use designation of Business and Office and Office Park zoning category were assigned to this property when the City's Comprehensive Plan and Land Development Regulations were adopted in 1998 and 1999 respectively. At that time, the other parcels on the street were being used for marine manufacturing. They had a future land use designation of Industrial and Office and a zoning category of TC2, Town Center Marine District, which allowed the continuation of the marine manufacturing businesses. This site and the site to the north, which now contains the City's

Community Recreation Center, Arts & Cultural Center and Aventura City of Excellence School, were envisioned for office buildings as a compatible use with the existing manufacturing businesses.

In 2002, the marine manufacturing parcels were changed at the request of the owners from Industrial and Office to Medium-High Density Residential future land use and from TC2, Town Center Marine zoning district to RMF3A and RMF3B, Multifamily Medium Density Residential zoning districts. The multifamily residential projects, including Uptown Marina Lofts, the Atrium, Artech, Eastside and 3030 at Aventura were built following those land use and zoning changes. The future land use and zoning on the parcel subject of this report remained the same since no request to change was received from the owner.

The applicant has entered into a contract to purchase the land. Its proposal is to construct an eleven story, 225 unit luxury residential condominium building.

The RMF3B zoning category permits multifamily residential buildings with a maximum density of 35 dwelling units per acre, or 245 units for this 7.082 acre parcel. The applicant has proffered to restrict the maximum number of dwelling units to 225 and to record a declaration of restrictive covenants to that effect.

The maximum allowable height in this zone is 4 stories or 45 feet, unless the owner constructs the pedestrian promenade to the City's specifications, in which case the height maximum is increased to 7 stories or 90 feet. The zoning district also provides that, with construction of the promenade, there is no maximum floor area ratio (other than the 2.0 set by the Comprehensive Plan), that driveway separation requirements of the Code do not apply but must meet safety and traffic engineering standards as determined by the City Engineer and that view corridors of 3% of the average of the two frontages up to a maximum of 100 feet are required.

This zoning district further provides that if the applicant proposes to dedicate land to the City for educational, recreational or cultural municipal purposes, the City Commission may, through the conditional use approval process, approve a maximum building height of up to 11 stories or 135 feet, provided however, that the minimum lot size for dedication must be 1.5 acres, the form of conveyance must be approved by the City Commission, that minimum open space must be 40% of the lot, that there is no maximum floor area ratio (other than the 2.0 set by the Comprehensive Plan) and that any structure parking must be incorporated into the building envelope and compatibly designed. As stated in its Letter of Intent attached as Exhibit #1, the applicant is proposing to dedicate the westerly 2 acres of the site to the City for municipal purposes and to construct the pedestrian promenade along the canal.

ANALYSIS

Future Land Use Designation

Subject Property:	Business and Office
Properties to the North:	Business and Office & Parks & Recreation
Properties to the South:	Medium-High Density Residential
Properties to the East:	Dumfounding Bay
Properties to the West:	Medium-High Density Residential

Zoning

Subject Property:	OP, Office Park District
Properties to the North:	CF, Community Facilities District
Properties to the South:	RMF3, Multi-Family Medium Density Residential District
Properties to the East:	CNS, Conservation District
Properties to the West:	RMF3B, Multi-Family Medium Density Residential District

Existing Land Use

Subject property:	vacant
Properties to the North:	performing arts theatre, city charter school and community recreation center
Properties to the South:	residential condominium
Properties to the East:	water
Properties to the West:	residential condominium

Access – The parcel access is from NE 188 Street.

Conformity to City Comprehensive Plan – The proposed amendment is subject to the approval of a Comprehensive Plan amendment to change the land use designation of the parcel from Business and Office to Medium High Density Residential. The comprehensive plan amendment application is being made concurrent with this application for rezoning.

Standards for reviewing proposed amendments to the Official Zoning Map found in Section 31-77 of the Land Development Regulations:

1. *Whether or not the proposed amendment is consistent with goals, objectives and policies of the City's Comprehensive Plan.*

The proposed amendment will be consistent with goals, objectives and policies of the City's Comprehensive Plan provided the City Commission approves an amendment to the land use designation for this parcel from Business and Office to Medium High Density Residential.

2. *Whether or not the proposed zoning district is compatible with the surrounding area's zoning designation(s) and existing uses.*

The proposed zoning district is compatible with the surrounding area's zoning designation(s) and existing uses. The buildings immediately to the west are zoned RMF3B. The building immediately to the south is zoned RMF3.

3. *Whether or not the subject property is physically suitable for the uses permitted in the proposed district.*

The subject property is physically suitable for the uses permitted in the proposed district.

4. *Whether or not there are sites available in other areas currently zoned for such use.*

There are no vacant sites available in other areas of the City currently zoned for RMF3B uses.

5. *If applicable, whether or not the proposed change will contribute to redevelopment of an area in accordance with an approved redevelopment plan.*

This standard is not applicable to this proposed amendment.

6. *Whether or not the proposed change would adversely affect traffic patterns or congestion.*

The traffic generation table provided later in this report supports the proposed amendment in that a decreased projected vehicle trips per day enhances the provision of traffic services.

7. *Whether or not the proposed change would adversely impact population density such that the demand for water, sewers, streets, recreational areas and facilities, and other public facilities and services would be adversely affected.*

<i>Property Location</i>	<i>Lot Size</i>	<i>Increase in Density</i>	<i>Population Factor</i>	<i>Overall Increase in Population</i>
3250 NE 188 Street	7.082 ac	31.77 du/ac (density limited by proffered covenant)	1.99	448 persons

The proposed change would not adversely affect population density such that the demand for water, sewers, streets, and other public facilities and services would be adversely affected. The proposed residential use of this property will decrease the

demand for water, sewer, streets and other public facilities as compared to the presently permitted uses.

8. *Whether or not the proposed change would have an adverse environmental impact on the vicinity.*

The proposed change will not have an adverse environmental impact on the vicinity.

9. *Whether or not the proposed change would adversely affect the health, safety, and welfare of the neighborhood or the City as a whole.*

The proposed change will not adversely affect the health, safety, and welfare of the neighborhood or the City as a whole.

Traffic Generation – The applicant’s traffic engineers have prepared traffic generation information relative to existing permitted uses and the proposed amendment. The report dated May 15, 2012 prepared by Calvin, Giordano & Associates Inc. is attached as Exhibit #4. The report has been reviewed and approved by the City’s Traffic Engineering Consultant.

Applications Area (7.082 acres)	Land Use Category	Daily Trips	AM Peak Hour Trips	PM Peak Hour Trips
Existing Zoning Designation	Office Park (OP)	4,091	601	559
Proposed Zoning Designation	RMF3B, Medium Density Residential (restricted by proffered covenant to maximum of 225 dwelling units)	1,307	99	117

The report indicates that the proposed residential zoning with 225 residential dwelling units generates approximately 2,784 less daily vehicular trips than the existing commercial zoning and when compared to the am peak and pm peak hours, generates approximately 502 to 442 less trips, thereby resulting in significantly less impact on the City’s road network as compared to the existing zoning designation.

School Impacts – The application has been provided for comment to the Miami Dade County School Board in accordance with the Interlocal Agreement entered into between the City and the Board. Also in accordance with the Interlocal Agreement, the School Board has been invited as a non-voting member of the Local Planning Agency for this application.

The application has been analyzed by the School Board for compliance with the level of service contained in the Interlocal Agreement. The Board’s letter dated May 21, 2012

is attached as Exhibit #5 and is based on a maximum of 225 residential dwelling units. This preliminary analysis concludes that the required level of service standard is met. The level of service standard in the Interlocal Agreement is the same level of service standard contained in the Education Element of the City's Comprehensive Plan.

The concurrency analysis shows that anticipated student generation for this development will be 16 seats for elementary, 8 seats for middle school and 10 seats for high school. The public elementary school in our Concurrency Service Area has no seats available, the public middle school is 101 seats over capacity and the public high school is 409 seats over capacity. The level of service standard provides that, in the event no capacity is available within a concurrency service area, the School Board may look to adjacent concurrency service areas to provide that capacity. The adjacent service areas' elementary, middle and high school do have sufficient capacity. Therefore, the required level of service standard for education is met.

The final concurrency determination and reservation of capacity is made by the School Board once a site plan or plat is approved. It should be noted that capacity as calculated for concurrency measurement and reservation does not necessarily equate to seats that may be open for enrollment at any particular time.

The proposed residential use on this site will more compatibly support the Aventura City of Excellence School versus the commercial uses presently allowed.

PMG Aventura, LLC

Real Estate Principals

Date: May 2, 2012

To: City of Aventura

Re: Letter of Intent

**Exhibit #1
01-REZ-12**

COMMUNITY DEVELOPMENT
CITY OF AVENTURA

MAY -4 2012

INITIAL

DM

To Whom It May Concern -

Please accept this Letter of Intent ("Letter") as an expression of interest on behalf of PMG Aventura, LLC ("PMG") to develop a luxury residential condominium project located at 3520 NE 188th Street ("Property"). With over twenty five years of development experience, and more specifically a concentration in high end residential product, we are looking to create a landmark development for not only the Aventura area, but the entire South Florida market.

The proposed development would allow for an eleven (11) story residential condominium building, consisting of 225 residential units. Additionally, in accordance with Aventura Municipal Code Section 31-143(g)(9), there shall be no maximum floor area ratio. Per the identified code Section, we propose to dedicate the west two (2) acre portions of the site to the City of Aventura. Further, as is known by the City of Aventura, a decaying structure currently exists on the proposed site. Regardless of whether or not the structure is located on our property in its entirety or encroaches upon the proposed dedicated portion, we are committed to removing the structure at no cost to the City of Aventura.

In accordance with Aventura Municipal Code Section 31-143(g)(8), we intend to provide a Pedestrian Promenade for use by the general public in connection with both our remaining property and the west two (2) acre portions to be dedicated to the City of Aventura, again at no cost to the City. Any assistance PMG and/or correlating contractors can provide to the City for developing the dedicated parcel will be available at reasonable cost /market cost if the city elects to do so.

In order for the project to be unique, the development team must be unique. PMG plans to use a combination of a premier local architect in conjunction with a world-class design architect. Additionally, PMG's local experience will allow for an easy selection of local experienced consultants ranging from the MEP to landscape architect. More importantly, PMG will include a renowned interior design firm to maximize design and luxury for all common spaces, shaping the look and feel of the remaining 5-acre parcel.

The proposed project would incorporate a design that compliments the local environment, which includes not only green space & bay, but the Aventura Arts and Cultural Center. The amenities will include everything from a world class gym to private concierge services. The proposed units would average anywhere from 2,500 to 3,000 square feet with finishes of the highest standard.

This project is PMG's third luxury development Miami in the past 5 years. In 2009 PMG delivered Mei Miami Beach, a 134-unit luxury development located on 58th and Collins, which is currently regarded as one of the premier residential buildings in Miami Beach. More recently, PMG purchased a parcel located at 9501 Collins Avenue and is currently under development. The project, otherwise called 95th on the Ocean, is a boutique beachfront development featuring 7-private, exclusive luxury homes.

PMG Aventura, LLC

Real Estate Principals

It is our intention to begin the rezoning process as of May 1st and work towards achieving a plan that mutually benefits both parties and the community. We look forward to working with the City of Aventura over the coming months.

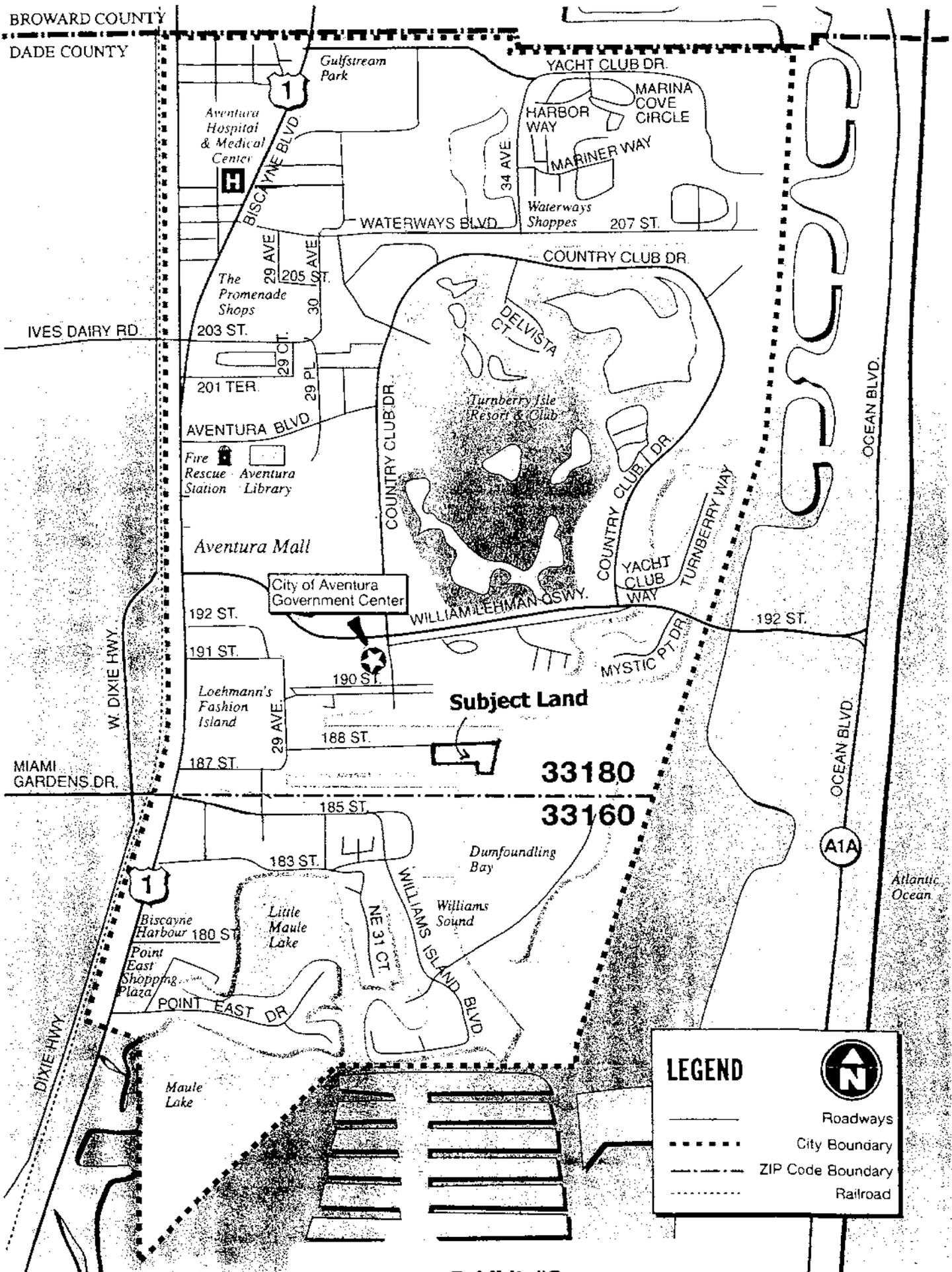
PMG Aventura, LLC

Sincerely,

A handwritten signature in black ink, appearing to be 'RS' with a long horizontal stroke extending to the right.

Ryan Shear
Managing Director

BROWARD COUNTY
DADE COUNTY



LEGEND

- Roadways
- City Boundary
- ZIP Code Boundary
- Railroad

Exhibit #2
01-REZ-12



Exhibit #3
01-REZ-12



Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

Memorandum

- Fort Lauderdale Office - 1800 Eller Drive, Suite 600, Fort Lauderdale, Florida 33316
Phone: 954.921.7781 • Fax: 954.921.8807
- Palm Beach Office - 560 Village Blvd., Suite 340, West Palm Beach, Florida 33409
Phone: 561.684.6161 • Fax: 561.684.6360

Exhibit #4
01-REZ-12

DATE: May 15, 2012

TO: Mr. Ryan Shear
PMG Aventura LLC
19495 Biscayne Boulevard, Suite 410
Aventura, FL 33180

FROM: Jeffery Maxwell, PE, PTOE
Calvin, Giordano & Associates, Inc. (CGA)
1800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316

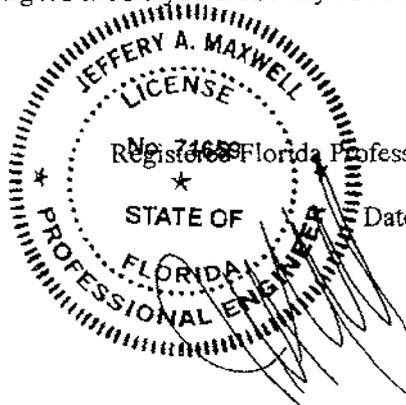
SUBJECT: **Magnum Marine Plat Traffic Statement**

Per your request, CGA has completed a trip generation analysis for project site know as the Magnum Marine Plat in the City of Aventura, Florida. Existing zoning currently allows for development of 428,560 square feet of general office. It is our understanding the proposed land use will consist of up to 225 condominium units in place of general office.

Trip generation estimates were calculated for the currently approved land use as well as the proposed land use based upon trip generation rates contained in the 8th Edition of "Trip Generation" published by the Institute of Transportation Engineers (ITE). Trips were calculated for a standard weekday as well as the morning and evening peak-hours of adjacent street traffic. As indicated on the Trip Generation Table included with this memorandum, the proposed change in land use will result in a net decrease in traffic attributable to the site.

The proposed 225-unit condominium development is expected to generate 2,784 fewer trips during a typical weekday as well as 502 fewer trips during the AM peak-hour and 442 fewer trips during the PM peak-hour. This corresponds to approximately 68% fewer weekday trips, 84% fewer AM peak-hour trips and 79% fewer PM peak-hour trips if the site is developed with residential uses rather than general office uses.

Please feel free to contact the undersigned should you desire any additional information.



Jeffery Maxwell, PE, PTOE
Registered Florida Professional Engineer Number 71659

Date: 5-15-12

JRTP GENERATION TABLE
Magnum Marine Plat

Land Use	ITE Land Use Code	Intensity	ITE 8th Edition Equation	Daily Trips	AM Peak Hour				PM Peak Hour						
					Trips	%	In	Out	Trips	%	In	Out			
Proposed Use															
Condominium/Townhouse	230	225	Dwelling units	See Note 1	1,307	99	17%	17	83%	82	117	67%	78	33%	39
Total Trips					1,307	99	17	82	117	78	39				
Existing Use															
General Office	710	428,560	Sq. Ft.	See Note 2	4,091	601	88%	529	12%	72	559	17%	95	83%	464
Total Trips					4,091	601	529	72	559	95	464				
TOTAL NET TRIPS DIFFERENCE					-2,784	-502	-512	10	-442	-17	-425				

Note 1:
 Condominium/Townhouse (ITE 230) : Daily Rate = 5.81, (50% In, 50% Out)
 Condominium/Townhouse (ITE 230) : AM Peak Hour Equation - $Ld(T) = 0.80 Ln(X) + 0.26$, (17% In, 83% Out)
 Condominium/Townhouse (ITE 230) : PM Peak Hour Equation - $Ld(T) = 0.82 Ln(X) + 0.52$, (67% In, 33% Out)

Note 2:
 General Office (ITE 710) : Daily Equation - $Ld(T) = 0.77 Ln(X) + 3.65$, (50% In, 50% Out)
 General Office (ITE 710) : AM Peak Hour Equation - $Ld(T) = 0.80 Ln(X) + 1.55$, (88% In, 12% Out)
 General Office (ITE 710) : PM Peak Hour Equation - $T = 1.12(X) + 78.81$, (17% In, 83% Out)



Miami-Dade County Public Schools

giving our students the world

Superintendent of Schools
Alberto M. Carvalho

Miami-Dade County School Board
Perla Tabares Hantman, Chair
Dr. Lawrence S. Feldman, Vice Chair
Dr. Dorothy Bendross-Mindingall
Carlos L. Curbelo
Renier Díaz de la Portilla
Dr. Wilbert "Tee" Holloway
Dr. Martin Karp
Dr. Marta Pérez
Raquel A. Regalado

May 21, 2012

VIA ELECTRONIC MAIL

Jeffrey Periow, Esquire c/o
Aventura on the Bay
3250 NE 188 Street
Aventura, Florida 33180

**RE: PUBLIC SCHOOL CONCURRENCY PRELIMINARY ANALYSIS
AVENTURA ON THE BAY (01 REZ 12)
LOCATED 3250 NE 188 STREET
PH2812051000175 – Folio Nos. 2822030530010 and 2822030530020**

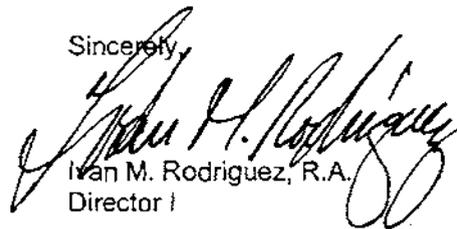
Dear Applicant:

Pursuant to State Statutes and the Interlocal Agreements for Public School Facility Planning in Miami-Dade County, the above-referenced application was reviewed for compliance with Public School Concurrency. Accordingly, enclosed please find the School District's Preliminary Concurrency Analysis (Schools Planning Level Review).

As noted in the Preliminary Concurrency Analysis (Schools Planning Level Review), the proposed project would yield a maximum residential density of 225 multifamily units, which generates 34 students; 16 elementary, 8 middle and 10 senior high students. **At this time, schools have sufficient capacity available to serve the application.** However, a final determination of Public School Concurrency and capacity reservation will only be made at the time of approval of final plat, site plan or functional equivalent. **As such, this analysis does not constitute a Public School Concurrency approval.**

Should you have any questions, please feel free to contact me at 305-995-4501.

Sincerely,



Ivan M. Rodriguez, R.A.
Director I

IMR:ir
L555
Enclosure

cc: Ms. Ana Rijo-Conde, AICP
Ms. Vivian G. Villaamil
City of Aventura
School Concurrency Master File

**Exhibit #5
01-REZ-12**



Miami-Dade County Public Schools

Concurrency Management System Preliminary Concurrency Analysis

MDCPS Application Number: PH2812051000175 Local Government (LG): Aventura
 Date Application Received: 5/10/2012 3:14:52 PM LG Application Number: 01 REZ 12
 Type of Application: Public Hearing Sub Type: Land Use
 Applicant's Name: Aventura on the Bay
 Address/Location: 3250 NE 188 Street, Aventura, Florida
 Master Folio Number: 2822030530010
 Additional Folio Number(s): 2822030530020,

PROPOSED # OF UNITS 225
 SINGLE-FAMILY DETACHED UNITS: 0
 SINGLE-FAMILY ATTACHED UNITS: 0
 MULTIFAMILY UNITS: 225



CONCURRENCY SERVICE AREA SCHOOLS						
CSA Id	Facility Name	Net Available Capacity	Seats Required	Seats Taken	LOS Met	Source Type
231	AVENTURA WATERWAYS K-8 CENTER	0	16	0	NO	Current CSA
231	AVENTURA WATERWAYS K-8 CENTER	0	16	0	NO	Current CSA Five Year Plan
6241	HIGHLAND OAKS MIDDLE	-101	8	0	NO	Current CSA
6241	HIGHLAND OAKS MIDDLE	0	8	0	NO	Current CSA Five Year Plan
7141	DR MICHAEL M KROP SENIOR HIGH	-409	10	0	NO	Current CSA
7141	DR MICHAEL M KROP SENIOR HIGH	0	10	0	NO	Current CSA Five Year Plan
ADJACENT SERVICE AREA SCHOOLS						
2581	MADIE IVES COMMUNITY ELEMENTARY	153	16	16	YES	Adjacent CSA
6301	JOHN F KENNEDY MIDDLE	111	8	8	YES	Adjacent CSA
7381	MIAMI NORLAND SENIOR HIGH	808	10	10	YES	Adjacent CSA
*An Impact reduction of 17.64% included for charter and magnet schools (Schools of Choice).						

MDCPS has conducted a preliminary public school concurrency review of this application; please see results above. A final determination of public school concurrency and capacity reservation will be made at the time of approval of plat, site plan or functional equivalent. **THIS ANALYSIS DOES NOT CONSTITUTE PUBLIC SCHOOL CONCURRENCY APPROVAL.**



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 <u>PMG Aventura, LLC</u>	Relationship (i.e. Attorneys, Architects, Landscape Architects, Engineers, Lobbyists, Etc.)
<u>Kevin Maloney</u>	<u>Manager</u>
<u>Ryan Shear</u>	<u>Manager</u>
<u>Adrienne Hartman</u>	<u>Development Consultant</u>
<u>Forth Leamy Skiles</u>	<u>Surveyor</u>
<u>Calvin Giordano & Associates</u>	<u>Traffic Engineer</u>

(Attach Additional Sheets If Necessary)

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

WITNESS MY HAND THIS 10 DAY OF May, 2012.

AUTHORIZED REPRESENTATIVE OF APPLICANT:

By: [Signature]
 (Signature)
 Name: Jessie M. Poretsky
 (Print)
 Title: ATTORNEY
 Address: 18901 NE 29th Ave. Suite 100
Aventura, FL. 33180

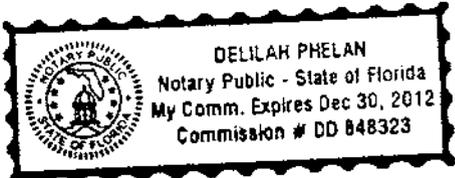
~~OWNER Applicant~~
 By: [Signature]
 (Signature)
 Name: Kevin Maloney
 (Print)
 Title: Manager of PMG Aventura, LLC
 Address: 19495 Biscayne Blvd
#410
Aventura, FL 33180

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

SWORN TO AND SUBSCRIBED BEFORE ME this 10 day of May, 2012.

AFFIANT
[Signature]
 Notary Public State of Florida At Large
 Printed Name of Notary Delilah Phelan
 My commission expires: 12/30/12



Representatives

Name

Relationship

Fronberg, Perlow; Kamin, PA

Zoning Attorney

Arnstein; Lehr

Attorney

FRANK KAIMAN

General Counsel

RON SILVER

Attorney



BUSINESS RELATIONSHIP AFFIDAVIT*

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

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

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

The nature of the Business Relationship is as follows:

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

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

APPLICANT:

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

WITNESS MY HAND THIS 16 DAY OF May, 2012

PROPERTY OWNER:

By: _____ (Signature)
 Name: Kevin Maloney (Print)
 Title: Manager (Print)

*The terms "Business Relationship," "Client," "Customer," "Applicant," "Representative" and "Interested Person" are defined in Section 2-396 of the Aventura City Code.



BUSINESS RELATIONSHIP AFFIDAVIT*

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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 10 DAY OF May, 2002

APPLICANT:

By: _____ (Signature)
 Name: Ryan Sheun (Print)
 Title: Member (Print)

WITNESS MY HAND THIS 10 DAY OF May, 2002

PROPERTY OWNER

By: _____ (Signature)
 Name: Kathleen Medonay (Print)
 Title: Manager (Print)

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



BUSINESS RELATIONSHIP AFFIDAVIT*

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- iii. The Applicant or Representative is a Client of a member of the City Commission or Board or a Client of another professional working from the same office or for the same employer as the member of the City Commission or Board;
- iv. A City Commissioner or Board member is a Client of the Applicant or Representative;
- v. The Applicant or Representative is a Customer of the member of the City Commission or Board (or of his or her employer) and transacts more than \$10,000.00 of the business of the member of the City Commission or Board (or his or her employer) in a given calendar year;
- vi. The member of the City Commission or Board is a Customer of the Applicant or Representative and transacts more than \$25,000.00 of the business of the Applicant or Representative in a given calendar year.

WITNESS MY HAND THIS 16 DAY OF May 2012

APPLICANT:

By: _____ (Signature)
Name: Adrienne Boardman (Print)
Title: Development Consultant (Print)

WITNESS MY HAND THIS 16 DAY OF May 2012

PROPERTY OWNER:

By: _____ (Signature)
Name: Karen Meloney (Print)
Title: Manager (Print)

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

WITNESS MY HAND THIS 14 DAY OF May, 2012

REPRESENTATIVE (Listed on Business Relationship Affidavit)

By: _____ (Signature)

Name: Kevin Maloney (Print)

Title: Manager (Print)

By: _____ (Signature)

Name: _____ (Print)

Title: _____ (Print)

By: AA (Signature)

Name: Ryan Shear (Print)

Title: Manager (Print)

By: _____ (Signature)

Name: _____ (Print)

Title: _____ (Print)

By: Adrienne Hartman (Signature)

Name: Adrienne Hartman (Print)

Title: Development Consultant (Print)

By: _____ (Signature)

Name: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

Title: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

Title: _____ (Print)

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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.

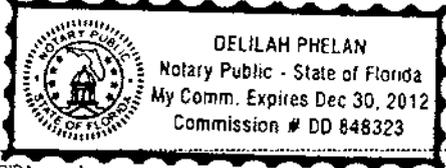
NOTARIZATION PROVISION

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

Before me, the undersigned authority, personally appeared Kevin Maloney 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 Kevin Maloney]
AFFIANT

SWORN TO AND SUBSCRIBED before me this 16 day of May, 2012



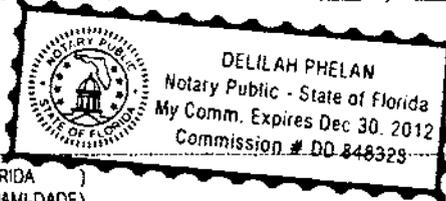
[Handwritten signature of Delilah Phelan]
Notary Public State of Florida At Large
Printed Name of Notary
My commission expires

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

Before me, the undersigned authority, personally appeared Ryan Shear 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 Ryan Shear]
AFFIANT

SWORN TO AND SUBSCRIBED before me this 16 day of May, 2012



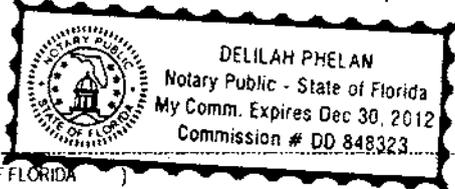
[Handwritten signature of Delilah Phelan]
Notary Public State of Florida At Large
Printed Name of Notary
My commission expires

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

Before me, the undersigned authority, personally appeared Adrianne Hartman 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 Adrianne Hartman]
AFFIANT

SWORN TO AND SUBSCRIBED before me this 16 day of May, 2012



[Handwritten signature of Delilah Phelan]
Notary Public State of Florida At Large
Printed Name of Notary
My commission expires: 12/30/12

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

AFFIANT

SWORN TO AND SUBSCRIBED before me this ___ day of _____, 20__

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



BUSINESS RELATIONSHIP AFFIDAVIT*

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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:

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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;
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- v. The Applicant or Representative is a Customer of the member of the City Commission or Board (or of his or her employer) and transacts more than \$10,000.00 of the business of the member of the City Commission or Board (or his or her employer) in a given calendar year;
- vi. The member of the City Commission or Board is a Customer of the Applicant or Representative and transacts more than \$25,000.00 of the business of the Applicant or Representative in a given calendar year.

WITNESS MY HAND THIS 16 DAY OF MAY, 2012.

APPLICANT:

By: _____ (Signature)
Name: Frank K. Korman (Print)
Title: Attorney (Print)

WITNESS MY HAND THIS 16 DAY OF May, 2012.

PROPERTY OWNER:

By: _____ (Signature)
Name: Kathleen Maloney (Print)
Title: Manager (Print)

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

WITNESS MY HAND THIS 16 DAY OF MAY 2012, 200 .

~~REPRESENTATIVE:~~ (Listed on Business Relationship Affidavit)

By: [Signature] (Signature)

Name: FRANKLIN R. KRAMER (Print)

Title: GENERAL COUNSEL (Print)

By: _____ (Signature)

Name: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

Name: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

Name: _____ (Print)

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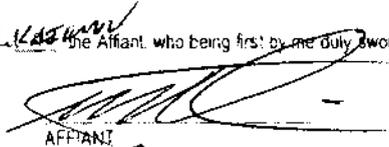
NOTE: 1) Use duplicate sheets if disclosure information for Representative varies

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

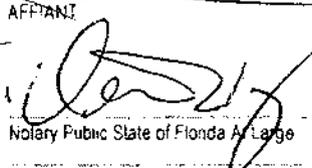
NOTARIZATION PROVISION

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

Before me, the undersigned authority, personally appeared FRANKLIN ALKASAWI 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

KENNETH WONG
Notary Public, State of New York
No. 01WO4862385
Qualified in Queens County
Commission Expires July 14, 2014


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

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

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

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

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

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

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

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

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



BUSINESS RELATIONSHIP AFFIDAVIT*

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- 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.
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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 16th DAY OF May, 2012

APPLICANT

By: [Signature] (Signature)
 Name: Jeffrey M. Perlow (Print)
 Title: attorney (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.



BUSINESS RELATIONSHIP AFFIDAVIT*

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

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

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

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

The nature of the Business Relationship is as follows:

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

WITNESS MY HAND THIS 16 DAY OF May, 2002

APPLICANT:

By: [Signature] (Signature)
Name: GRAY EAN NESBITT (Print)
Title: ATTORNEY (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.



BUSINESS RELATIONSHIP AFFIDAVIT*

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

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

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

The nature of the Business Relationship is as follows

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

WITNESS MY HAND THIS 16th DAY OF May, 2012

APPLICANT:

By: [Signature] (Signature)
 Name: RON SILVER (Print)
 Title: ATTORNEY (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 16th DAY OF May, 2002

REPRESENTATIVE (Listed on Business Relationship Affidavit)

By: [Signature] (Signature)

Name: Jeffrey H. Perlow (Print)

Title: Attorney (Print)

By: _____ (Signature)

Name: _____ (Print)

Title: _____ (Print)

By: [Signature] (Signature)

Name: GARY JAY WESTIT (Print)

Title: ATTORNEY (Print)

By: _____ (Signature)

Name: _____ (Print)

Title: _____ (Print)

By: [Signature] (Signature)

Name: Ron Silver (Print)

Title: ATTORNEY (Print)

By: _____ (Signature)

Name: _____ (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 Jeffrey M. Perlman 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 14 day of May, 2012

Gladys Otero
Notary Public State of Florida At Large



Printed Name of Notary
My commission expires _____

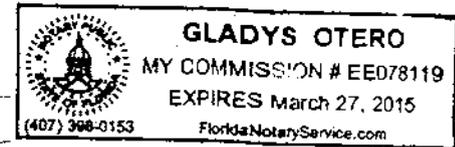
STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

Before me, the undersigned authority, personally appeared Caryn Jan McSitt 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 14 day of May, 2012

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

[Signature]
AFFIANT

SWORN TO AND SUBSCRIBED before me this 16 day of May, 2012

Gladys Otero
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 _____, 2012

Notary Public State of Florida At Large

Printed Name of Notary
My commission expires _____



BUSINESS RELATIONSHIP AFFIDAVIT*

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

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

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

The nature of the Business Relationship is as follows:

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

WITNESS MY HAND THIS 18 DAY OF MAY, 2012

APPLICANT:

By: [Signature] (Signature)
 Name: JEFFERY MAXWELL (Print)
 Title: TRAFFIC ENGINEER (Print)
CALVIN, GIORDANO & ASSOCIATES, INC.

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 18 DAY OF MAY, 2012

REPRESENTATIVE (Listed on Business Relationship Affidavit)

By: [Signature] (Signature)

Name: JEFFERY MARWELL (Print)

Title: TRAFFIC ENGINEER (Print)
CALVIN, GIORDANO & ASSOCIATES, INC.

By: _____ (Signature)

Name: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

Name: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

Name: _____ (Print)

Title: _____ (Print)

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By: _____ (Signature)

Title: _____ (Print)

Title: _____ (Print)

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

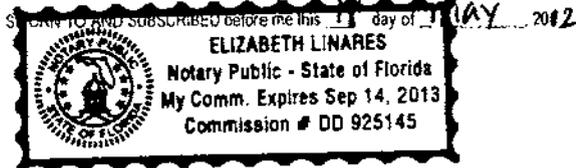
2) Applicants and Affiants are advised to timely supplement this Affidavit pursuant to Sec. 31-71(b)(2)(iv) of the City's Land Development Regulations in the City Code, in the event that prior to consideration of the application by the City Board or Commission, the information provided in the Affidavit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

NOTARIZATION PROVISION

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

Before me, the undersigned authority, personally appeared JEFFERY MAXWELL 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



[Signature]
Notary Public State of Florida At Large
Elizabeth Linares
Printed Name of Notary
My commission expires: 9/14/13

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

AFFIANT

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

Notary Public State of Florida At Large

Printed Name of Notary
My commission expires: _____

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

AFFIANT

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

Notary Public State of Florida At Large

Printed Name of Notary
My commission expires: _____

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

AFFIANT

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

Notary Public State of Florida At Large

Printed Name of Notary
My commission expires: _____



BUSINESS RELATIONSHIP AFFIDAVIT*

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

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

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

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

The nature of the Business Relationship is as follows:

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

WITNESS MY HAND THIS _____ 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 16 DAY OF MAY ~~200~~ 2012

REPRESENTATIVE (Listed on Business Relationship Affidavit)

By: [Signature] (Signature)

By: _____ (Signature)

Name: DAN FORTIN JR (Print)

Name: _____ (Print)

Title: VICE-PRESIDENT (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.

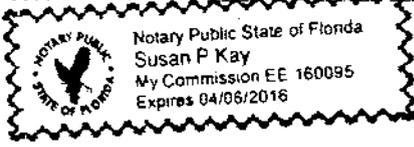
NOTARIZATION PROVISION

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

[Signature]
AFFIANT

SWORN TO AND SUBSCRIBED before me this 16 day of MAY, 2007



[Signature]
Notary Public State of Florida At Large
SUSAN P. KAY
Printed Name of Notary
My commission expires: EE 160095

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

AFFIANT

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

Notary Public State of Florida At Large

Printed Name of Notary

My commission expires: _____

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

AFFIANT

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

Notary Public State of Florida At Large

Printed Name of Notary

My commission expires: _____

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

AFFIANT

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

Notary Public State of Florida At Large

Printed Name of Notary

My commission expires: _____



BUSINESS RELATIONSHIP AFFIDAVIT*

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

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

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

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

The nature of the Business Relationship is as follows:

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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 18 DAY OF MAY, 2002

APPLICANT:

By: _____ (Signature)
Name: LUIS FLORES (Print)
Title: ATTORNEY - ROSTEIN + LEHR (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.



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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_____ (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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- iii. The Applicant or Representative is a Client of a member of the City Commission or Board or a Client of another professional working from the same office or for the same employer as the member of the City Commission or Board;
- iv. A City Commissioner or Board member is a Client of the Applicant or Representative;
- v. The Applicant or Representative is a Customer of the member of the City Commission or Board (or of his or her employer) and transacts more than \$10,000.00 of the business of the member of the City Commission or Board (or his or her employer) in a given calendar year;
- vi. The member of the City Commission or Board is a Customer of the Applicant or Representative and transacts more than \$25,000.00 of the business of the Applicant or Representative in a given calendar year.

WITNESS MY HAND THIS 15th DAY OF May, 20012

APPLICANT:

By: Richard B. Evans (Signature)
Name: RICHARD B. EVANS Esq (Print)
Title: Attorney - Arastin + Lehr (Print)

WITNESS MY HAND THIS _____ DAY OF _____, 20012

PROPERTY OWNER:

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

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

WITNESS MY HAND THIS 10 DAY OF MAY 2022

REPRESENTATIVE: (Listed on Business Relationship Affidavit)

By: [Signature] (Signature)

Name: RICHARD B. IVANS (Print)

Title: ATTORNEY (Print)
Arnstein & Lehr

By: _____ (Signature)

Name: _____ (Print)

Title: _____ (Print)

By: [Signature] (Signature)

Name: LUIS FLORÉS (Print)

Title: ATTORNEY (Print)
Arnstein & Lehr

By: _____ (Signature)

Name: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

Name: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

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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 RICHARD B. IVANS 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.

Richard B. Ivans
AFFIANT

SWORN TO AND SUBSCRIBED before me this 10 day of May, 2008

[Signature]
Notary Public State of Florida At Large
Printed Name of Notary
My commission expires: 3-12-15



STATE OF FLORIDA)
(COUNTY OF MIAMI-DADE)

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

[Signature]
AFFIANT

SWORN TO AND SUBSCRIBED before me this 10 day of May, 2008

[Signature]
Notary Public State of Florida At Large
Printed Name of Notary
My commission expires: 3-12-15



STATE OF FLORIDA)
(COUNTY OF MIAMI-DADE)

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

AFFIANT

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

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

STATE OF FLORIDA)
(COUNTY OF MIAMI-DADE)

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

AFFIANT

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

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

ORDINANCE NO. 2012- _____

AN ORDINANCE OF THE CITY OF AVENTURA, FLORIDA, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF AVENTURA BY AMENDING THE ZONING DESIGNATION FOR A PARCEL OF LAND LOCATED AT 3250 NE 188 STREET AS MORE PARTICULARLY DESCRIBED IN EXHIBIT A, FROM OP, OFFICE PARK DISTRICT TO RMF3B, MULTIFAMILY MEDIUM DENSITY RESIDENTIAL DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the applicant, PMG Aventura LLC, through Application No. 01-REZ-12, has applied to amend the Official Zoning Map of the City of Aventura by amending the zoning designation for a parcel of land (the "Property") at 3250 NE 188 Street, as legally described in Exhibit "A" attached hereto, from OP, Office Park District to RMF3B, Multifamily Medium Density Residential District; and

WHEREAS the applicant has proffered to prepare and record on title to the land described in Exhibit "A" to this Ordinance, a declaration of restrictive covenants to restrict density on the parcel of land subject of this rezoning request to no more than 225 residential dwelling units on this 7.082 acre parcel and including any contiguous submerged land that may subsequently be acquired by the applicant or landowner, and the City Commission has accepted such proffer; and

WHEREAS, the City Commission concurrently with this rezoning application has considered a small scale Comprehensive Plan amendment to change the land use designation of the Property from Business and Office to Medium High Density Residential (01-CPA-12); and

WHEREAS, the City Commission has been designated as the local planning agency for the City pursuant to Section 163.3174, Florida Statutes, and as the local planning agency has determined that the rezoning is consistent with the applicable provisions of the City Comprehensive Plan as proposed to be amended; 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 for rezoning and has considered the testimony of all interested parties at the public hearings, and has determined that the rezoning action set forth in this Ordinance is consistent with the Comprehensive Plan, as proposed to be amended, and with the health, safety and welfare of the City.

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

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

Section 2. Official Zoning Map Amended. That the Official Zoning Map of the City of Aventura is hereby amended by amending the zoning designation for the parcel of land located at 3250 NE 188 Street with legal description described in Exhibit "A" and folio numbers 28 2203 053 0010 and 28 2203 053 0020, from OP, Office Park District, to RMF3B, Multifamily Medium Density Residential District.

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

Section 4. Inclusion in the Code. It is the intention of the City Commission, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of the City of Aventura and that the Official Zoning Map of the City may be revised so as to accomplish such intentions.

Section 5. Effective Date. This Ordinance shall be effective immediately upon the effective date of the small scale amendment to the Comprehensive Plan (01-CPA-12)

and upon recordation of the proffered declaration of restrictive covenants, in form satisfactory to the City Manager and City Attorney, restricting density to no more than 225 residential dwelling units on this parcel, including any additional contiguous submerged land that may subsequently be acquired by the applicant or landowner. The applicant has proffered to record the declaration of restrictive covenants prior to January 31, 2013 or prior to issuance of the site development building permit, whichever date is earlier.

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

PASSED on first reading this 5th day of June, 2012.

PASSED AND ADOPTED on second reading this 10th day of July, 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 July, 2012.

CITY CLERK

Exhibit "A"

Legal Description of Property

Lots A and B, of Magnum Marine Plat, according to the Plat thereof, as recorded in Plat Book 147, Page 12, of the Public Records of Miami-Dade County, Florida.

Also known as:

A portion of that certain property deed to Gautier to Maule Industries Inc. and described in Deed Book 630 at Page 67 of the Public Records of Dade County, Florida, said portion being particularly described as follows: A portion of the Southeast $\frac{1}{4}$ of the Fractional Section 3, Township 52 South, Range 42 East, Dade County, Florida being particularly described as follows:

Commence at the Southwest corner of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Fractional Section 3, Township 52 South, Range 42 East; thence run South 89 degrees 56 minutes 45 seconds East along the south line of the southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the southwest $\frac{1}{4}$ of Fractional Section 3 for a distance of 450 feet; then run North 00 degrees 39 minutes 25 seconds West for a distance of 185.83 feet; thence run North 89 degrees 20 minutes 35 seconds East for a distance of 1,217.70 feet to the point of beginning of the property herein described; thence continuing North 89 degrees 20 minutes 3 seconds East for 588.95 feet; then run North 00 degrees 39 minutes 25 seconds West for 35 feet; thence North 89 degrees 20 minutes 35 seconds East for 400 feet; thence run South 00 degrees 31 minutes 59 seconds East for 318.42 feet to the mean high water line of Dumfounding Bay and adjacent canal; thence along the said mean high water line for the next ten courses, run South 83 degrees 53 minutes 28 seconds West for 87.62 feet; thence run North 83 degrees 58 minutes 15 seconds West for 113.67 feet; thence run South 79 degrees 49 minutes 50 seconds West for 74.60 feet; thence run South 86 degrees 39 minutes 18 seconds West for 115.35 feet; thence run North 89 degrees 06 minutes 17 seconds West for 121.75 feet; thence run North 81 degrees 26 minutes 33 seconds West for 74.61 feet; thence run South 84 degrees 00 minutes 20 seconds West for 100.78 feet; thence run North 87 degrees 42 minutes 10 seconds West for 111.98 feet; thence run South 86 degrees 48 minutes 26 seconds West for 91.38 feet; thence run North 82 degrees 21 minutes 58 seconds West for 101.59 feet to the point of termination of the mean high water line; thence run North 0 degrees 39 minutes 25 seconds West for a distance of 274 feet to the point of beginning.

Together with that certain property located in Miami-Dade County more particularly described as follows:

EXHIBIT "A"
(continued)

Commence at the Northwest corner of the North $\frac{1}{2}$ of the North $\frac{1}{2}$ of the South $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Fractional Section 3, Township 52 South, Range 42 East, of Dade County, Florida; thence run 00 degrees 31 minutes 59 seconds East along the west line of the SE $\frac{1}{4}$ of Fractional Section 3 for 155.33 feet to a point that is 175 feet North of the Southwest corner of said North $\frac{1}{2}$, North $\frac{1}{2}$, South $\frac{1}{2}$, SE $\frac{1}{4}$ for 1989 feet to the Southeast corner of the 7.65 acre parcel described in trustees of the Internal Improvement Fund Deed No. 21380; thence run North 00 degrees 31 minutes 59 seconds West along the east line of said 7.65 acre parcel for 8.7 feet, more or less, to the north bank of the existing canal, being the southeast corner of the 16.0 acre parcel described in ORB 630 at Page 67 of the Public Records of Dade County, Florida and being the point of beginning of the hereinafter described parcel

From said point of beginning, thence run South 00 degrees 31 minutes 59 seconds East along last described line, for 78.7 feet more or less to the southeast corner of said 7.65 acre parcel; thence run North 89 degrees 58 minutes 51 seconds West along the south line of said 7.65 acre parcel for 300 feet to the point of intersection with the northerly extension of the east line of the 11.93 acre parcel as described in trustees of the Internal Improvement Fund Deed No. 21379; thence run North 00 degrees 31 minutes 59 seconds West along last described northerly extension for 77.3 feet more or less to the north bank of the existing canal, as described in the 16.0 acre parcel description; thence run Easterly meandering the north bank of the existing canal, as described in the 16.0 parcel for 300 feet more or less to the point of beginning

CITY OF AVENTURA

OFFICE OF THE CITY MANAGER

MEMORANDUM

TO: City Commission

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

DATE: June 15, 2012

SUBJECT: **Resolution Adopting in Principle the Capital Improvement Program Document 2012/13 to 2016/17**

July 10, 2012 City Commission Meeting Agenda Item 9

RECOMMENDATION

It is recommended that the City Commission adopt the attached Resolution adopting, in principle, subject to annual revision and authorization, the Capital Improvement Program for 2012/13 to 2016/17.

BACKGROUND

The 2012/13 to 2016/17 Capital Improvement Program document was reviewed at the June Commission Workshop Meeting.

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

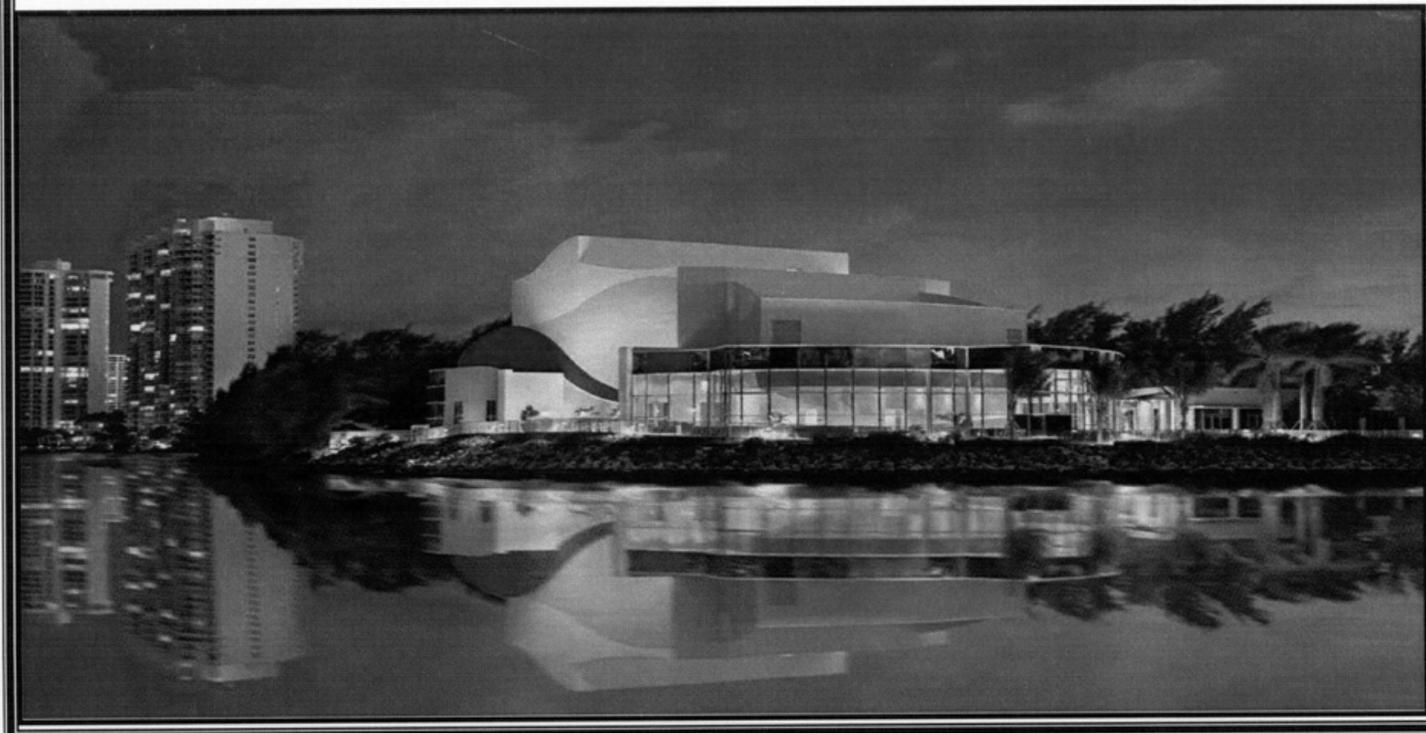
EMS/act

Attachment

CCO1778-12



City of Aventura
Capital Improvement Program
2012/13 – 2016/17



CAPITAL IMPROVEMENT PROGRAM

2012/13 – 2016/17



CITY OF AVENTURA

CITY COMMISSION

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

DEPARTMENT DIRECTORS

Weiss Serota Helfman Pastoriza Cole & Boniske, P.A., City Attorney
Robert M. Sherman, Community Services Director
Teresa M. Soroka, City Clerk
Joanne Carr, Community Development Director
Karen J. Lanke, Information Technology Director
Steven Steinberg, Police Chief
Julie Alm, Principal Charter School
Brian K. Raducci, Finance Director
Steven Clark, Arts & Cultural Center General Manager



City of Aventura

Government Center
19200 West Country Club Drive
Aventura, Florida 33180

Office of the City Manager

June 2012

The Honorable Mayor and
Members of the City Commission
City of Aventura
Aventura, Florida 33180

Enclosed herein is the proposed City of Aventura (the "City") Capital Improvement Program (CIP) for the fiscal period October 1, 2012 through September 30, 2017 and the proposed Capital Budget for the Fiscal period October 1, 2012 through September 30, 2013.

The primary goal of the CIP is to develop a long-term plan of proposed capital expenditures, the means and methods of financing, and a schedule of priorities for implementation. It is important to stress that the CIP is a planning tool to evaluate infrastructure needs of the City as well as the financial capabilities of the City. In order to determine the impact of the CIP on the City's future operating budget, the City Commission and residents will be provided with the benefits of a CIP document which serves as a point of reference and includes an estimated long-term budget plan.

At this point in the City's history, the need for major capital improvement funding has decreased substantially due to a very ambitious schedule of completing major community facilities and infrastructure projects during the past sixteen years since the incorporation of the City. This document represents an update of the CIP that was originally prepared for the five-year cycle of 2011 to 2016. The update process is important for the CIP to become a continuing and ongoing planning/implementation process. The last four years of last year's program were reevaluated in light of unanticipated needs, cost revisions, new project priorities and the financial condition of the City. In addition, the CIP was updated to add new projects in the fifth year (2016/17) to complete the cycle. Projects included within the framework of the program were based on input from Commissioners, staff, City consultants and citizens.

The following represents the significant revisions or modifications to the proposed CIP compared to the prior document:

- Revised Government Center Parking Facility budget amount from \$2,175,000 to \$3,300,000 due to change in scope of project.
- Added Traffic Signal at intersection of NE 185th Street and NE 28th Court - \$250,000
- Adding turning lane at N. Country Club Drive and NE 34th Avenue - \$200,000.
- Added NE 27th Avenue, NE 28th Court, NE 30th Avenue and NE 209th Street Resurfacing project - \$530,000.
- Added SplashPad water features replacement - \$25,000.

The proposed 2012 – 2017 CIP includes 26 projects in five (5) functional categories with a total value of \$15,062,376. The following represents the percentage of total funding that each functional category has been allocated: Beautification & Parks Facilities (1%), Transportation, Drainage and Infrastructure Improvements (38%), Capital Equipment Purchase and Replacement (22%), Information/Communication Technology (18%) and Public Buildings and Facilities Improvements (22%).

Major emphasis was placed on the following projects:

• Road Resurfacing	\$3,182,000
• Government Center Parking Facility	3,300,000
• Street Lighting Upgrades	1,000,000
• Stormwater Drainage Improvements	1,000,000
• Traffic safety and flow Improvements	450,000
• Founders Park Improvements	127,000

It should be noted that the Police Communications Radio System Upgrade Project was not included in this document, as it is unknown at this time what year the project will take place. However, \$2,000,000 has been set aside in the City's "Assigned" Fund Balance for this project to insure that funding is in place without impacting the budget.

The document contains a detailed funding plan that forecasts revenues necessary to fund both the CIP and the operating budgets over the next five (5) years. The proposed funding plan is based on the assumption that operating expenditures can be maintained at certain percentage increases and revenues grow at specified levels. The plan is based on conservative estimates reflecting these uncertain economic times.

I am proud of the many accomplishments and the support the City Commission and residents have shown in the implementation of the capital projects since the incorporation of the City. Our beautification projects, park and open space additions, Government Center, Community Recreation Center, Charter School, Arts & Cultural Center, transportation improvements and many other community enhancements continue to exhibit our commitment to excellence and

professionalism. This document serves many purposes. Importantly it serves as an aid to the residents in providing a better understanding of the City's long-term capital needs and how the City intends to meet these demands. It also details our continuing effort to address the needs and concerns of our citizens while making prudent financial decisions which contribute to the City's long-term financial health.

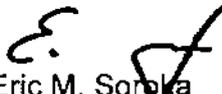
The preparation and formulation of this document could not have been accomplished without the dedicated efforts of all Department Directors and their staff. Their professional efforts have assisted in the preparation of this important planning program.

I request and recommend that you take the following actions regarding the proposed 2012 - 2017 Capital Improvement Program:

1. Hold a workshop meeting to review the CIP document in June.
2. Transmit copies of the CIP summary document to the public.
3. Hold a public hearing to conceptually adopt the final CIP document, by resolution, for implementation.

All questions relating to the CIP should be referred to my attention.

Respectfully submitted,


Eric M. Soroka
City Manager

CAPITAL IMPROVEMENT PROGRAM
2012 – 2017
HIGHLIGHTS

- Road maintenance projects that total \$3,182,000 to resurface asphalt and enhance safety are included for Country Club Drive, NE 207th Street, NE 213th Street, Biscayne Lake Gardens, NE 27th Avenue, NE 28th Court, NE 30th Avenue and NE 209th Street.
- Provides for the installation of a traffic signal at the intersection of NE 185th Street and NE 28th Court at a cost of \$250,000.
- Includes a new turning lane at N. Country Club Drive and NE 34th Avenue at a cost of \$200,000.
- Utilizes a stormwater utility program to maintain drainage systems throughout the City. A total of \$1,000,000 has been earmarked during the five-year period.
- Funds improvements to Founders Park replacing splashpad water features at a cost of \$127,000.
- Includes the construction a three level parking area adjacent to the Government Center to accommodate additional parking at a cost of \$3,300,000.
- Provides funding in the amount of \$1,000,000 to complete, over a two year period, the street lighting upgrade project along the eastside of Biscayne Boulevard.
- Provides the necessary equipment to continue to provide high quality and effective police services.
- Continues the implementation of technology improvements and management information systems to enhance the productivity and efficiency of City operations.
- Ensures that the tools of production, vehicles, equipment and technology, are available for City operations.

CAPITAL IMPROVEMENT PROGRAM

2012 - 2017

TABLE OF CONTENTS

<u>INTRODUCTION</u>	<u>PAGE</u>
Purpose of the Capital Improvement Program	1
Legal Authority	2
Development of the Capital Improvement Program	2
Capital Improvement Program Policies	3
Preparing the Capital Budget	4
Locating a Specific Capital Project	4
Reading the Program Schedules	5
<u>OVERVIEW OF RECOMMENDED PROJECTS</u>	
Summary of Recommended Projects	7
Summary of Major Programs	7
Summary of Proposed Appropriations by Funding Source	8
Summary of Projects by Location and Year	9
<u>FUNDING PLAN</u>	
Introduction	11
Debt vs. Pay-As-You-Go Financing	11
Required Separation of Funding Sources	12
Summary of Financing Plan Model	13
Proposed Financing Plan General Fund	14
Proposed Financing Plan Transportation Fund	18
Proposed Financing Plan Stormwater Utility Fund	19

PROJECT DESCRIPTIONS AND FUNDING SCHEDULES

Beautification and Park Facilities Improvements	22
Transportation, Drainage and Infrastructure Improvements	29
Public Buildings and Facilities Improvements	36
Information/Communications Technology	40
Capital Equipment Purchases and Replacements	49



INTRODUCTION



INTRODUCTION

This section describes what a Capital Improvement Program (CIP) is and the process for developing the City of Aventura (the "City") Capital Improvement Program and Capital Budget. This introduction also explains how to locate a specific project in this document.

PURPOSE OF THE CAPITAL IMPROVEMENT PROGRAM

The purpose of the CIP is to establish a long term plan of proposed capital expenditures, the means and methods of financing, and a schedule of priorities for implementation. In order to determine the impact on the City's operating budget, debt service and the general trend of future expenditures, the City Commission will be provided with the advantage of a CIP document as a point of reference and estimated long-term budget plan. In accordance with the State's Growth Management Act, the City is required to undergo this process in order to meet the needs of its Comprehensive Plan.

The CIP is an official statement of public policy regarding long-range capital development within the City. A capital improvement is defined as a capital expenditure of \$5,000 or more, resulting in the acquisition, improvement or addition to fixed assets in the form of land, buildings or improvements, more or less permanent in character, and durable equipment with a life expectancy of more than one (1) year. In addition, equipment that has a value of \$5,000 or less is also included in this document for budgetary purposes.

The CIP lists proposed capital projects to be undertaken, the year in which they will be started, the amount expected to be expended in each year and the method of financing these projects. Based on the CIP, a department's capital outlay portion of the annual Operating Budget will be formulated for that particular year. The CIP document also communicates to the citizens, businesses and interested parties the City's capital priorities and plan for implementing projects.

The five-year CIP is updated annually to add new projects in the fifth year, to re-evaluate the program and project priorities in light of unanticipated needs, and to revise recommendations to take account of new requirements and new sources of funding. Capital Improvement programming thus becomes a continuing part of the City's budgeting and management procedures.

The annual capital programming process provides the following benefits:

1. The CIP is a tool for implementing the City's Comprehensive Plan.
2. The CIP process provides a mechanism for coordinating among projects with respect to function, location, and timing.

3. The yearly evaluation of project priorities ensures that the most crucial projects are developed first.
4. The CIP process facilitates long-range financial planning by matching estimated revenue against capital needs, establishing capital expenditures and identifying the need for municipal borrowing and indebtedness within a sound long-range fiscal framework. The sound fiscal policy that results from this process will have a positive impact on the City's bond rating.
5. The impact of capital projects on the City's operating budget can be projected.
6. The CIP serves as a source of information about the City's development and capital expenditures plan for the public, City operating departments and the City Commission.

LEGAL AUTHORITY

A capital programming process to support the comprehensive plan is required by the Local Government Comprehensive Planning and Land Development Regulations, incorporated as Chapter 163, Florida Statutes.

DEVELOPMENT OF THE CAPITAL IMPROVEMENT PROGRAM

The City's capital programming process began in December when operating departments were required to prepare requests for all proposed capital projects anticipated during the period of 2012 - 2017. A CIP Preparation Manual and related forms were distributed to all departments for this purpose.

In February, departmental prioritized project requests were submitted to the City Manager's Office. Department Directors were asked to justify projects in terms of benefits derived, necessity to health, safety and welfare of the City, enhancement to City plans and policies, need of residents and funding. Projects were prioritized on the basis of Urgency, Necessity, Desirability, and Deferability.

The City Manager reviewed departmental requests and conducted individual meetings with Department Directors. The departmental requests were prioritized and the five-year schedule of projects was compiled into document form by the City Manager. The methods of financing and revenue sources were then prepared by the Finance Director and City Manager and were incorporated into the CIP document. At this point, the proposed CIP is submitted to the City Commission and public for review.

In order to facilitate public involvement, public hearings and community meetings will be held to unveil and review the CIP document prior to the adoption of a Resolution approving the CIP in principle.

CAPITAL IMPROVEMENT PROGRAM POLICIES

1. Annually, the City will prepare a five-year capital improvement program analyzing all anticipated capital expenditures and identifying associated funding sources. Future capital expenditures necessitated by changes in population, changes in development, growth, redevelopment or changes in economic base will be calculated and included in the Capital update process.
2. The City will perform all capital improvements in accordance with an adopted CIP.
3. The classification of items as capital or operating will be determined by two criteria - cost and frequency. Generally, a capital project has a "useful life" of more than one (1) year and a value of \$5,000 or more. In addition, equipment that has a value of \$5,000 or less is also included in the document for budgetary purposes.
4. The City will coordinate development of the capital improvement budget with the development of the operating budget. Future operating costs associated with new capital improvements will be projected and included in the operating forecasts.
5. The first year of the five-year capital improvement program will be used as the basis for formal fiscal year appropriations during the annual budget process.
6. The City will maintain all of its assets at a level adequate to protect the City's capital investment and to minimize future maintenance and replacement costs.
7. The City will identify the estimated cost of capital projects and prepare a funding projection that considers revenues and operating costs to be included in the Capital Improvement Program document that is submitted to the City Commission for approval.
8. The City will determine the most appropriate financing method for all new projects.
9. If appropriate, the City will attempt to maintain a mixed policy of pay-as-you-go and borrowing against future revenues for financing capital projects.
10. The City will maintain ongoing maintenance schedules relating to road, sidewalk and drainage system improvements.
11. The City will address and prioritize infrastructure needs on the basis of protecting the health, safety and welfare of the community.
12. A CIP preparation calendar shall be established and adhered to.
13. Capital projects will conform to the City's Comprehensive Plan.
14. Long-term borrowing will not be used to fund current operations or normal maintenance.
15. The City will strive to maintain an unreserved General Fund Fund Balance at a level not less than 10% of the annual General Fund revenue.

16. If new project appropriation needs are identified at an interim period during the fiscal year, the funding sources will be identified and mid-year budget amendments will be utilized to provide formal budgetary authority. In addition budget amendments may be utilized to increase appropriations for specific capital projects.

PREPARING THE CAPITAL BUDGET

The most important year of the schedule of projects is the first year. It is called the Capital Budget and is adopted separately from the five-year program as part of the annual budget review process.

Based on the CIP, each department's capital outlay portion will be formulated for that particular year. Each year the CIP will be revised and another year will be added to complete the cycle. Capital Improvement Programming thus becomes a continuing part of the City's budget and management process.

The Capital Budget is distinct from the Operating Budget. The Capital Budget authorizes capital expenditures, while the Operating Budget authorizes the expenditure of funds for employee salaries, supplies and materials.

Through the City's amendment process, changes can be made to the adopted Capital Budget during the fiscal year. A request for amendment is generated by an operating department based on an urgent need for new capital project or for additional funding for a previously approved project. The request is reviewed by the Finance Director and City Manager and, if approved by the City Manager, a budget amendment is presented to the City Commission.

LOCATING A SPECIFIC CAPITAL PROJECT

The Capital Improvement Program is divided into five (5) program areas as follows:

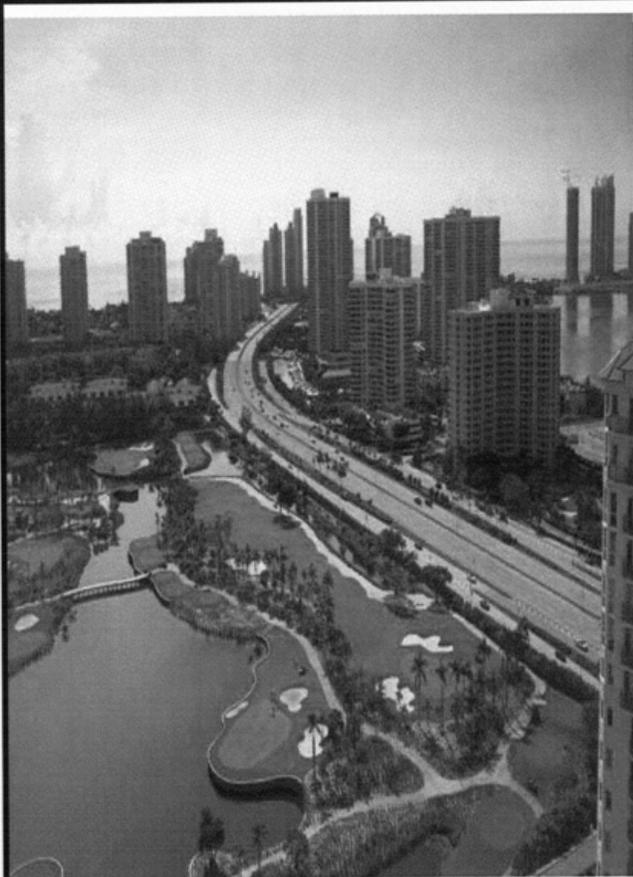
- Beautification and Parks (BP)
- Transportation, Drainage and Infrastructure Improvements (TDI)
- Public Buildings and Facilities (PBF)
- Information/Communications Technology (ICT)
- Capital Equipment Purchases & Replacement (CE)

Each project in the Capital Improvement Program has a unique project number. This project number appears at the beginning of the individual project descriptions and the Summary by Year tables. The first digit refers to functional category priority number assigned by the City Manager. The final digits outline the individual department requesting the project. For example, project TDI-1-CS is Transportation, Drainage and Infrastructure Improvements project number one which was requested by the Community Services Department.

READING THE PROGRAM SCHEDULES

Detailed information about each capital project is presented in the section titled "Capital Improvement Program Project Descriptions and Funding Schedules." The section is arranged by program area and functional category and includes a description of each project and the funding schedules. Project timetables for each functional category are indicated in the Summary by Year tables.

The funding schedules are based on the funding needed to complete an individual project. A project's funding may continue for several years depending on the development timetable. Each program has a separate Funding Plan Table that outlines the revenue sources proposed to fund project expenditures.



OVERVIEW



OVERVIEW OF RECOMMENDED PROJECTS

SUMMARY OF RECOMMENDED PROJECTS

The proposed 2012 – 2017 CIP includes 26 projects in five (5) functional categories with a total value of \$15,062,376. The following represents the percentage of total funding that each functional category has been allocated: Beautification & Parks Facilities (1%), Transportation, Drainage and Infrastructure Improvements (38%), Capital Equipment Purchase and Replacement (22%), Information/Communication Technology (18%) and Public Buildings and Facilities Improvements (22%).

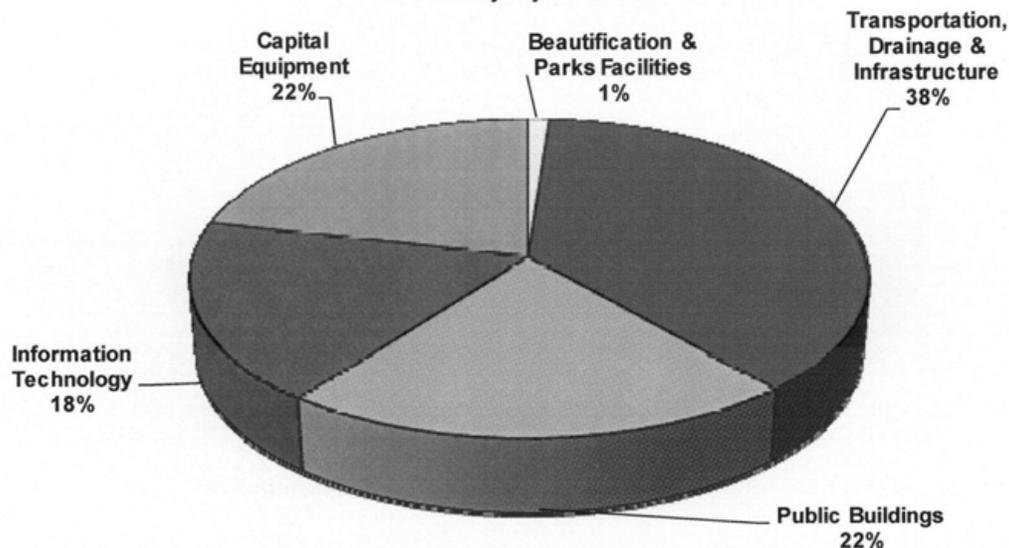
SUMMARY OF MAJOR PROGRAMS

The following table presents a summarized breakdown of the costs of the various projects recommended for funding categorized by major function for each of the five (5) years covered by the CIP.

Table 1

Program	2012/13	2013/14	2014/15	2015/16	2016/17	TOTAL
Beautification & Parks Facilities \$	8,600	\$ 74,000	\$ 34,000	\$ 21,000	\$ 34,000	171,600
Transportation, Drainage & Infrastructure	1,835,000	1,470,000	840,000	757,000	730,000	5,632,000
Public Buildings & Facilities	3,300,000	0	0	0	0	3,300,000
Information/Communication Technology	640,300	553,800	514,750	520,900	505,800	2,735,550
Capital Equipment	645,600	597,400	672,400	634,150	673,676	3,223,226
Totals	\$ 6,429,500	\$ 2,695,200	\$ 2,061,150	\$ 1,933,050	\$ 1,943,476	\$ 15,062,376

Capital Improvement Program
2012/13 - 2016/17
Summary By Function



SUMMARY OF PROPOSED APPROPRIATIONS BY FUNDING SOURCE

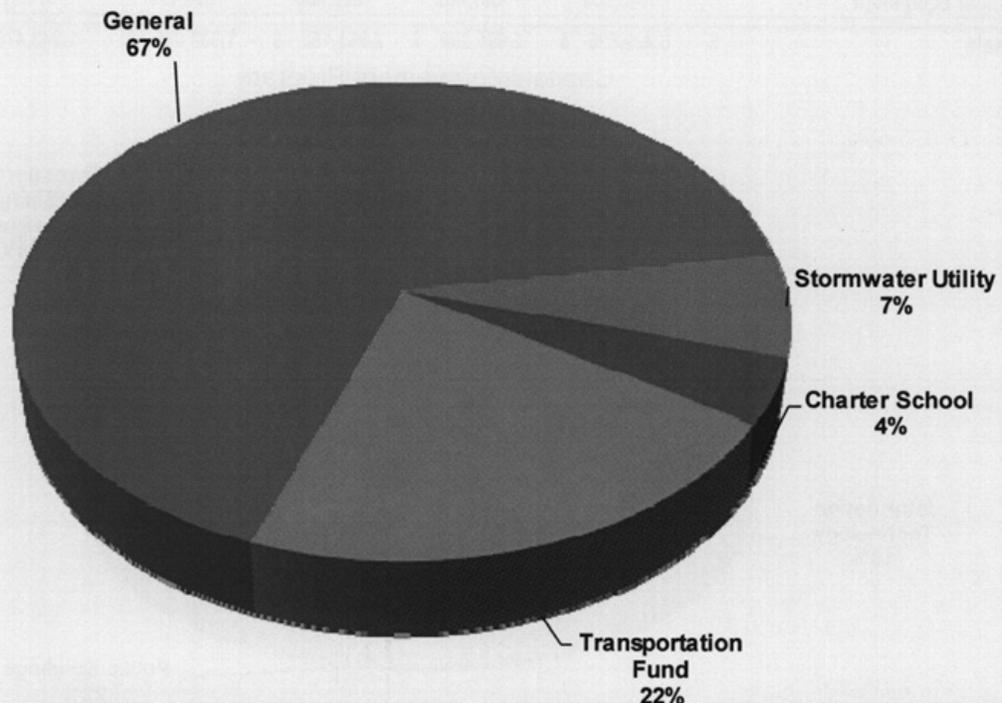
The following table reflects the distribution of all proposed projects to the funding source or mechanism, which is appropriate for funding the projects for each of the five (5) years of the program.

Table 2
Capital Improvement Program
2012/13 - 2016/17
Summary By funding Source

Funding Source	2012/13	2013/14	2014/15	2015/16	2016/17	TOTAL
General	\$ 5,342,500	\$ 1,580,700	\$ 1,079,650	\$ 1,036,550	\$ 1,071,476	\$ 10,110,876
Stormwater Utility	200,000	200,000	200,000	200,000	200,000	1,000,000
Parks Development	0	0				0
Charter School	102,000	144,500	141,500	139,500	142,000	669,500
Federal Funding	0	0				0
Transportation Fund	785,000	770,000	640,000	557,000	530,000	3,282,000
	\$ 6,429,500	\$ 2,695,200	\$ 2,061,150	\$ 1,933,050	\$ 1,943,476	\$ 15,062,376

The proposed funding plan involves a commitment to "pay-as-you-go" annual appropriations established in yearly budgets and does not include additional long term debt.

Funding Source Summary

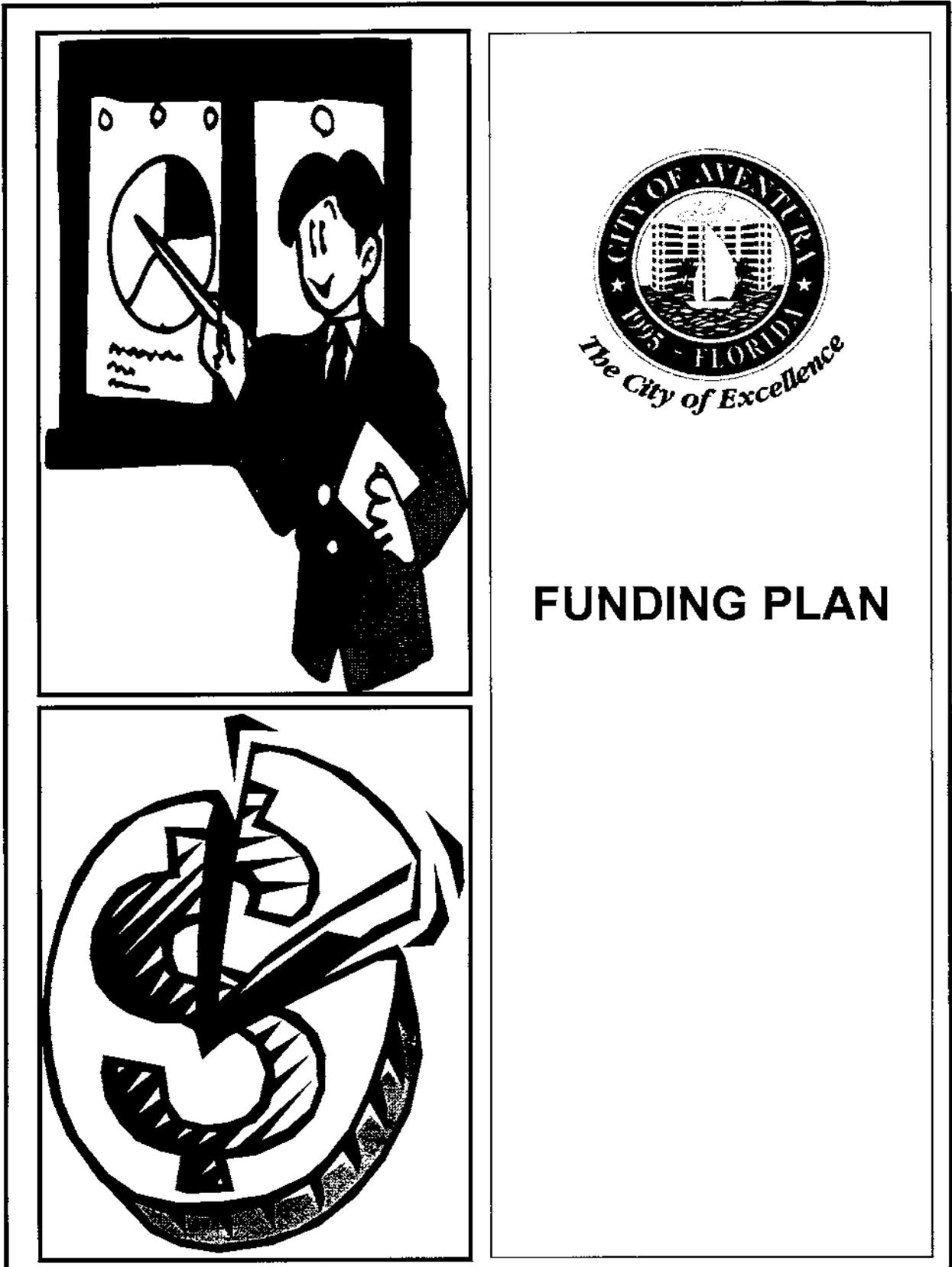


SUMMARY OF PROJECTS BY LOCATION AND YEAR

The following outlines the major projects by location and the year they are proposed to be funded:

Table 3
 Capital Improvement Program
 2012/13 - 2016/17
 Summary By Location

Location	Transportation Improvements	Park Improve
Founders Park Improvements		2012-2016
Biscayne Boulevard Street lighting	2012 -2014	
Country Club Drive	2012 -2014	
NE 207 th Street	2014/15	
NE 213 th Street	2015/16	
Biscayne Lake Gardens	2015/16	
NE 27th Avenue	2016/17	
NE 210 th Street NE 28th Court	2016/17	
NE 30th Avenue	2016/17	
NE 209th	2016/17	



FUNDING PLAN

FUNDING PLAN

INTRODUCTION

In order for a CIP to be an effective management planning tool, the program must include not only a compilation of major capital needs and their costs but also a financing plan for the entire life of the program. This financing plan must include an analysis of the available resources which will be used to fund not only the CIP itself but the required operating expenses and debt service requirements of the City.

In order to ensure that the financing plan is complete in every respect, the plan formulation process must include:

1. A projection of revenues and resources which will be available to fund operating and capital expenditures during the life of the CIP.
2. A projection of future years' operating expenditure levels which will be required to provide ongoing services to City residents.
3. Once the CIP projects have been evaluated, a determination is made of the projects to be funded and the timing of the cash outflow for each project. The information is then tabulated to determine the amounts required to fund the CIP for each year.
4. From the information obtained in 1 through 3 above, the additional resources required to fund the CIP will be determined and a decision will be made on whether the program is to be financed by the issuance of debt, on a pay-as-you-go basis or some combination of the two (2).

The financing plan prepared in such a manner will be as accurate as possible and should be an informative document to all City residents. However, due to the uncertainty involved in projecting operating cost increases, the community's desire for service increases and the inflow of resources over a five-year period, the financing plan presented should be viewed as a theoretical framework to be adjusted each year based on the most recent information available at that time. This will be accomplished by updating the financing plan each year, adopting operating and capital budgets, and ordinances to implement fee structures which will be required to fund the program each year.

DEBT VS PAY-AS-YOU-GO FINANCING

Debt financing through the issuance of long term bonds is most appropriate when:

1. There are a small number of relatively large dollar value projects.
2. Larger projects cannot be broken into segments and the costs distributed over a longer time frame without impairing the usefulness of the project.

3. The projects are non-recurring.
4. Assets acquired have a relatively long useful life which equals or exceeds the life of the debt.

Through long-term bond financing, the costs of a project having a long useful life can be shared by future residents who will benefit from the projects.

In contrast, pay-as-you-go financing is most appropriate for a CIP which includes:

1. A large number of projects having a relatively small dollar value.
2. Projects which can be broken into phases with a portion completed each year without impairing the overall effectiveness of the project.
3. Projects which are of a recurring nature.
4. Projects where the assets acquired will have relatively short useful lives.

The primary advantage of pay-as-you-go financing is that the interest costs and costs of bringing a bond issue to market can be avoided. However, if inappropriately used, this financing plan may cause tax rates and fee structures to increase suddenly and may result in current residents paying a greater portion of projects which benefit future residents.

In summary, the choice of the appropriate financing plan will be contingent upon an analysis of the projects to be included in a CIP.

REQUIRED SEPARATION OF FUNDING SOURCES

In order to comply with accepted governmental accounting practices and to ensure compliance with City Codes and any related Bond Indentures, the analysis and financing plan contained herein will be presented within their respective funds. Projects funded on a pay-as-you-go basis will directly relate to the Capital Fund Budget from where the source of funding is derived. Each of these Budgets will appear in the Annual Operating and Capital Improvement Budget, which is adopted each year. Those funds are currently represented as follows:

1. General Fund
2. Transportation and Street Maintenance Fund
3. Charter School Fund
4. Park Development Fund
5. Stormwater Utility Fund

In accordance with accounting, legal and internal revenue requirements, all projects to be completed with the proceeds received from the sale of Bonds or loans will be accounted for in a Capital Construction Fund or Stormwater Utility Fund. In addition, capital outlay for the Charter School is included in a separate Budget adopted by the City Commission.

SUMMARY OF FINANCING PLAN MODEL

Detailed funding plans for individual funds of the City are enclosed herein in the following sections. The following represents an overview of the major points of the recommended funding plan:

1. Utilize "pay-as-you-go" financing through annual appropriations to fund the total five year amount of \$15,062,376. No additional debt is recommended.
2. Adjusts property tax revenues based on projected slow growth in assessments caused by the economic downturn.

PROPOSED FINANCING PLAN
GENERAL FUND

After evaluating the nature of the various projects that are included in the City's General CIP, it was decided that pay-as-you-go would be most appropriate for funding the program.

FINANCING PLAN TABLES

Based on this decision, the analysis which follows is aimed at developing a financing plan which will allow the City to fund General Government Services operating expenditures and all projects recommended for funding in the General CIP for each year of the program.

Table 1 presents a five-year projection of resources which will be available for General Government Services. Unless shown by an asterisk (*), the amount projected for each revenue is based on the tax rate or fee structure in effect during the 2011/12 fiscal year. Revenue descriptions followed by an asterisk (*) were computed based on a projected increase in the rate structure as discussed in the assumption of projections.

Table 2 presents a five-year projection of required operating expenses for General Government Services which utilize the cost data as outlined in the assumption of projections.

Table 3 is a recap of resources available to fund the General CIP based on projected revenues and expenditures and the proposed Capital Improvement Program appropriations for the five (5) years of the program. Please note that this analysis assumes that all available resources not needed to fund current operating expenditures will be transferred to the CIP Fund and that any balance in the CIP Fund will remain in the CIP. Through this process, the City will be able to accumulate a reserve which would be used to fund unexpected capital outlays or to fund future years' programs.

TABLE 1
PROJECTION OF RESOURCES AVAILABLE FOR GENERAL GOVERNMENT SERVICES

	2011/12	2012/13	2013/14	2014/15	2015/16	2016/17
CURRENT YEAR REVENUES AVAILABLE FOR GENERAL GOVERNMENT SERVICES						
AD VALOREM TAXES	\$12,005,146	12,275,000	\$12,643,250	\$13,022,548	\$13,478,337	\$13,950,078 (a)
FPL FRANCHISE FEES	2,991,000	2,300,000	2,346,000	2,392,920	2,440,778	2,489,594 (b)
FRANCHISE FEES	515,000	460,009	494,400	509,232	524,509	540,244 (c)
UTILITY TAXES	7,409,625	7,509,000	7,734,270	7,966,298	8,205,287	8,451,446 (d)
SECTION 185 PREMIUM TAX	284,000	250,000	250,000	250,000	250,000	250,000
CITY BUSINESS LICENSES TAX	725,000	772,000	779,720	787,517	795,392	803,346 (e)
BUILDING RELATED REVENUE	1,319,000	1,487,500	1,437,500	1,387,500	1,337,500	900,000 (f)
STATE SHARED REVENUES-UNRESTRICTED	401,219	416,677	429,177	442,053	455,314	468,974 (g)
HALF CENT SALES TAX	1,725,000	2,200,000	2,277,000	2,356,695	2,439,179	2,524,551 (h)
CHARGES FOR SERVICES	1,820,200	1,856,500	1,921,478	1,998,729	2,058,335	2,130,376 (i)
FINES AND FORFEITURES	1,457,000	1,457,000	1,500,710	1,545,731	1,592,103	1,639,866 (j)
MISC. REVENUES	41,000	37,000	65,000	65,000	65,000	70,000
INTEREST ON INVESTMENTS	150,000	125,000	200,000	250,000	275,000	300,000
COUNTY BUSINESS TAX	44,000	45,000	45,000	45,000	45,000	45,000
TOTAL CURRENT YEAR REVENUES	\$30,887,190	\$31,210,677	\$32,123,506	\$33,009,223	\$33,961,735	\$34,563,476
TRANSFERS FROM E911 FUND	82,250	8,000	8,280	8,570	8,870	9,180
TRANSFERS FROM SCHOOL FUND	-	-	30,000	30,000	30,000	30,000
TOTAL AVAILABLE	\$ 30,969,440	\$ 31,218,677	\$ 32,161,785	\$ 33,047,793	\$ 34,000,605	\$ 34,602,656

NOTES TO ASSUMPTION OF PROJECTIONS

- (a) Ad Valorem Tax revenues are estimated to grow at the rate of 2.25% in 2012/13 and then 3% to 3.5% in future years.
- (b) FPL Franchise Fees from Dade County will grow at the rate of 2% per year.
- (c) Franchise fees will grow at the rate of 3% per year.
- (d) Utility taxes will grow at the rate of 3% per year.
- (e) Business License Tax will grow at the rate of 1.0% per year.
- (f) Building related revenues will decrease over the 5 year period.
- (g) State shared revenues will grow at the rate of 3% per year.
- (h) Half-cent sales tax will grow at the rate 3.5% per year.
- (i) Charges for services will grow at the rate of 3.5% per year.
- (j) Fines & forfeitures will grow at the rate of 3% per year.

TABLE 2

PROJECTION OF OPERATING EXPENDITURES FOR GENERAL GOVERNMENT SERVICES

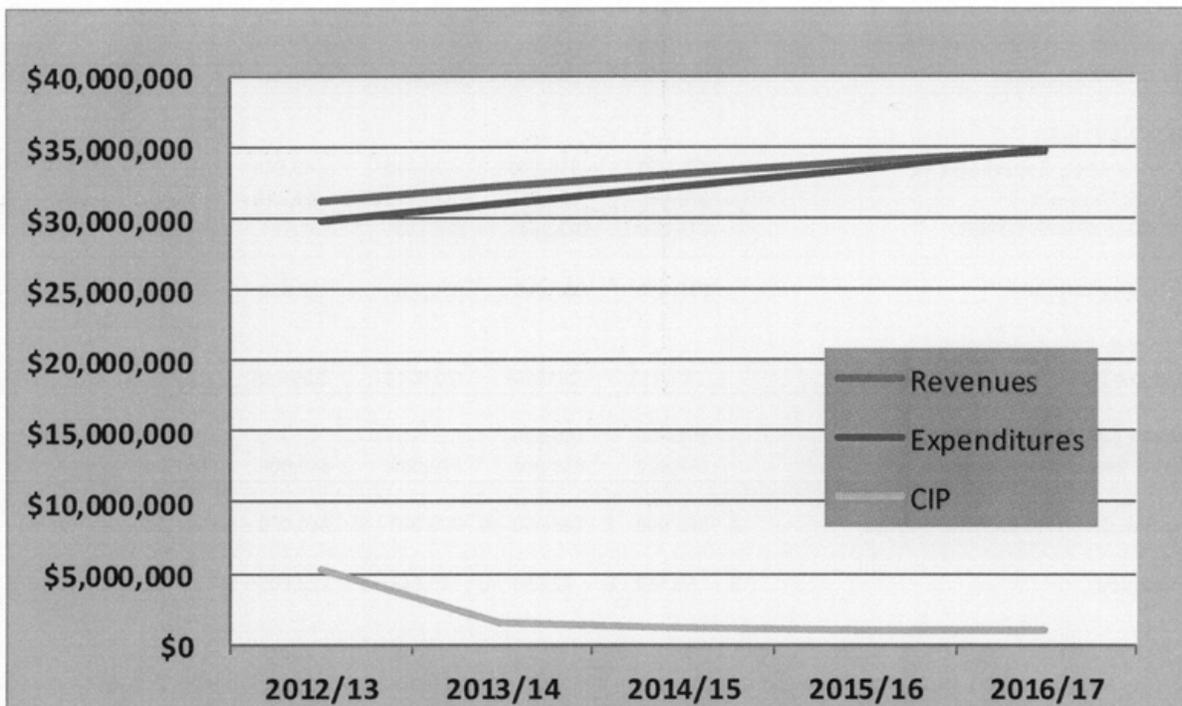
DEPARTMENT	2011/12	2012/13	2013/14	2014/15	2015/16	2016/17
City Commission	\$ 119,938	\$ 123,068	\$ 125,529	\$ 129,295	\$ 133,174	\$ 137,169
Office of the City Manager	888,873	910,770	947,201	985,089	1,024,492	1,065,472
Legal	280,000	270,000	270,000	270,000	270,000	270,000
City Clerk	270,082	299,921	314,917	330,663	363,809	389,276
Finance	875,064	814,017	854,718	897,454	942,326	989,443
Information Technology	989,176	929,205	971,019	1,019,570.19	1,070,549	1,124,076
Public Safety	15,895,719	16,335,830	17,070,942	17,839,135	18,641,896	19,480,781
Arts & Cultural Center	673,253	673,053	703,340	734,991	768,065	802,628
Community Development	1,506,872	1,664,314	1,697,530	1,732,406	1,769,026	1,839,788
Community Services	4,069,104	4,158,509	4,322,769	4,495,680	4,675,507	4,862,528
Non - Departmental	1,604,000	1,420,556	1,477,378	1,536,473	1,597,932	1,661,850
TOTAL PROJECTED OPERATING EXPENDITURES GENERAL GOVERNMENTAL SERVICES	\$ 27,151,881	\$ 27,597,243	\$ 28,755,344	\$ 29,970,756	\$ 31,256,778	\$ 32,623,010
TOTAL PROJECTED DEBT SERVICE REQUIREMENTS Transfers	2,220,979	2,220,979	2,220,979	2,220,979	2,220,979	2,220,979
TOTAL PROJECTED EXPENDITURES	\$ 29,372,860	\$ 29,818,222	\$ 30,976,323	\$ 32,191,735	\$ 33,477,757	\$ 34,843,989

NOTES TO ASSUMPTION OF PROJECTIONS

Operating expenditures will increase 2% in 2012/13 and 4% each year thereafter.

**TABLE 3
 RECAP OF AVAILABLE RESOURCES vs PROPOSED APPROPRIATIONS
 GENERAL FUND CAPITAL IMPROVEMENT PROGRAM**

	2012/13	2013/14	2014/15	2015/16	2016/17
TOTAL PROJECTED AVAILABLE RESOURCES	\$31,218,677	\$32,161,785	\$33,047,793	\$34,000,605	\$34,602,656
PROJECTED OPERATING EXPENDITURES	27,597,243	28,755,344	29,970,756	31,256,778	32,623,010
DEBT SERVICE REQUIREMENTS	2,220,979	2,220,979	2,220,979	2,220,979	2,220,979
SUBTOTAL - EXPENDITURES	29,818,222	30,976,323	32,191,735	33,477,757	34,843,989
BALANCE	1,400,455	1,185,461	856,058	522,848	(241,334)
Less CIP APPROPRIATIONS	5,342,500	1,580,700	1,079,650	1,036,550	1,071,476
AMOUNT NEEDED FROM CIP RESERVE OR NEW REVENUES	<u>\$ (3,942,045)</u>	<u>\$ (395,239)</u>	<u>\$ (223,592)</u>	<u>\$ (513,702)</u>	<u>\$ (1,312,810)</u>



**PROPOSED FINANCING PLAN
TRANSPORTATION FUND**

This fund was established to account for restricted revenues and expenditures which by State Statute and County Transit System Surtax Ordinance are designated for transportation enhancements, street maintenance and construction costs. This table reflects the anticipated revenues available and the proposed appropriations.

TABLE 4
TRANSPORTATION AND STREET MAINTENANCE FUND
RECAP OF AVAILABLE RESOURCES AND PROPOSED APPROPRIATIONS
SUMMARY BY YEAR

	2011/12	2012/13	2013/14	2014/15	2015/16	2016/17
REVENUES						
LOCAL OPTION GAS TAX	450,000	450,000	450,000	450,000	450,000	450,000
INTEREST EARNINGS	500	500	500	500	500	500
STATE SHARED REVENUES-RESTRICTED	155,250	155,250	155,250	155,250	155,250	155,250
CARRYOVER	130,000	59,150	52,650	40,648	129,636	271,572
COUNTY TRANSIT SYSTEM SURTAX	906,400	975,000	975,000	975,000	975,000	975,000
TOTAL REVENUES	1,642,150	1,639,900	1,633,400	1,621,398	1,710,386	1,852,322
EXPENDITURES						
Maintenance Operating Expenditures	400,000	416,000	432,640	449,946	467,943	486,661
Transit Services	375,000	386,250	390,113	401,816	413,870	426,286
TOTAL EXPENDITURES	775,000	802,250	822,753	851,761	881,814	912,948
 Total For Capital	 867,150	 837,650	 810,648	 769,636	 828,572	 939,375
CAPITAL EXPENDITURES						
Project Title	2011/12	2012/13	2013/14	2014/15	2015/16	2016/17
Street Lighting	200,000	100,000	-	-	-	-
Road Resurfacing Program	608,000	685,000	770,000	640,000	557,000	530,000
TOTAL CAPITAL EXPENDITURES	\$ 808,000	\$ 785,000	\$ 770,000	\$ 640,000	\$ 557,000	\$ 530,000
 Reserves	 \$ 59,150	 \$ 52,650	 \$ 40,648	 \$ 129,636	 \$ 271,572	 \$ 409,375

PROPOSED FINANCING PLAN
STORMWATER UTILITY FUND

The City is responsible for stormwater management activities within its corporate boundaries.

In order to address deficiencies and develop an ongoing maintenance program, a Stormwater Utility Fund was created. The Fund generates revenues for stormwater management costs, permitting, maintenance and capital improvements from a source other than the General Fund, gas taxes or ad valorem taxes. The Utility relies on user fees charged to residents and businesses for generating revenues.

The City has recognized the need and importance of taking a proactive approach toward stormwater management. The stormwater drainage improvements contained in the five-year Capital Improvement Program were based on a complete survey of all areas of the City conducted by the Community Services Department together with the City's consulting engineers.

The Fund will be responsible for ongoing operation and maintenance costs, as well as capital improvements.

Table 7 reflects the anticipated revenues available and the proposed appropriations for the Stormwater Utility Fund for the five-year period.

A total of \$1,000,000 worth of stormwater drainage projects will be completed during the five-year period. The monthly rate charged to users per unit was \$2.50 for 2011/12. It is not recommended that the fee be increased during the next five (5) years.

DADE COUNTY MUNICIPAL STORMWATER UTILITY RATES

Coral Gables	\$3.50	Golden Beach	\$12.00
Hialeah	\$2.50	Homestead	\$ 1.25
Key Biscayne	\$5.00	Medley	\$ 2.50
Miami	\$3.50	Miami Beach	\$ 2.50
Miami Shores	\$2.50	North Miami	\$ 2.50
North Miami Beach	\$2.50	South Miami	\$ 2.50
Sweetwater	\$2.50		

**TABLE 7
RECAP OF AVAILABLE RESOURCES vs PROPOSED APPROPRIATIONS
STORMWATER UTILITY FUND**

	2011/12	2012/13	2013/14	2014/15	2015/16	2015/16
Customer Data:						
Projected No. of Billable ERUs (1)	29,217	29,217	29,517	29,517	29,517	29,517
Monthly Rate Per ERU	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50
Revenues:						
Gross Stormwater Utility Billings (2)	\$876,510	\$876,510	\$885,510	\$885,510	\$885,510	\$885,510
Less: Uncollectibles (3)	-35,060	-35,080	-35,420	-35,420	-35,420	-35,420
Carry Over of Surplus	0	0	121,450	230,739	318,397	383,557
	\$ 841,450	\$ 841,450	\$ 971,539	\$ 1,080,829	\$ 1,168,486	\$ 1,233,647
Operating Expenses: (4)	500,000	520,000	540,800	562,432	584,929	608,326
Available for CIP & Debt Service	\$ 341,450	\$ 321,450	\$ 430,739	\$ 518,397	\$ 583,557	\$ 625,320
Annual CIP Expenditures:	200,000	200,000	200,000	200,000	200,000	200,000
Annual Surplus/(Deficit):	\$ 141,450	\$ 121,450	\$ 230,739	\$ 318,397	\$ 383,557	\$ 425,320

NOTES TO ASSUMPTION OF PROJECTIONS

- (1) Projected to remain flat.
- (2) Equals Projected No. of Billable ERUs multiplied by the Monthly Rate Per ERU, with the result annualized.
- (3) Equals 4% of Gross Stormwater Utility Billings in Year Shown.
- (4) Includes Operation and Maintenance, Engineering, Administration, Review of Existing Account Data Costs.
Projected to continue to grow at an annual rate of 4%.



PROJECT DESCRIPTIONS

BEAUTIFICATION AND PARK FACILITIES IMPROVEMENTS

This section includes beautification projects and improvements to the City's park system and recreational facilities. There are two (2) projects in the CIP, which total \$171,600. Special emphasis was given to upgrading existing park facilities.

Policies

The City's investment in improvements to the City park system is based on the following policies:

Goal: Provide adequate and accessible parks and facilities to meet the recreational needs of all current and future residents.

- Provide a variety of quality recreation facilities that will meet the needs of all age groups within the City and enhance the overall environmental characteristics of the area.
- Maximize the utilization of all public facilities through the provision of variety in the type of facility offered.
- Provide exercise/walking paths to enhance the physical well being of residents.
- Provide recreational facilities on the basis of 2.75 acres per 1,000 population.
- Encourage the integration of recreational facilities into the development of residential, commercial, industrial, and open space land uses.

Goal: Update the five-year CIP on an annual basis.

- Provide parks whereby residents have access to neighborhood parks within a 2 mile radius and community parks which serve the entire City.

Goal: Increase Safety Standards

- Provide for adequate security measure including limited access facilities.
- Replace dangerous equipment and eliminate visual barriers to reduce criminal opportunities.
- Employ vandal-resistant equipment and facilities.
- Maintain a Parks Usage Plan to protect the City's investment in the park system and insure the residents' safety.

Goal: Protect and preserve environmentally sensitive land and water areas.

- Preserve and enhance open space with environmental impact.

Existing Facilities

There is 30.5 acres of open space and public park land in the City.

Aventura Founders Park was opened in November 1998. This 11 acre site located on West Country Club Drive and NE 190 Street includes both active and passive recreational opportunities. The park encompasses the following components: Splash pad, Jogging Path, tennis courts, gated entries, One ball field w/ dugouts and backstops, Restroom Buildings, Decorative Fencing, Playground, picnic area, passive play areas, baywalk, landscaping, two parking lots, multi-purpose plaza areas, signage, benches, and security lighting.

Don Soffer Exercise/Walking Path contains 5.5 acres that is classified as open space recreation area. This facility is used by residents for both recreational and exercise purposes.

Waterways Dog Park was acquired by the City in 1998 from a private developer. This 1.5 acre site was previously constructed by a private developer. The City converted this site to a dog park in 2008.

Waterways Park was purchased in 2006. The 7 acre site that include a multipurpose sports field, playground, basketball court, fitness trail, parking and restroom facilities was opened in 2008.

Arthur I Snyder Memorial Park was purchased in 1998. This 3.5 acre site was one of the last remaining waterfront undeveloped parcels in the City. This site contains the Community/Recreation Center. Open passive and sitting areas are available at this location.

Veterans Park was acquired by the City from a private developer in 2001. This 2 acre site is located on NE 31st Avenue. Facilities and amenities include: parking lot; 1.5 acre open playfield area; playground facilities; restroom facilities and landscaping with shade trees. This park was modified in 2008 by removing the dog play area and expanding the children’s play area and adding a restroom facility.

Prior Accomplishments

The following projects have been completed or are scheduled for completion as of the 2011/12 fiscal year:

<u>Project Title</u>	<u>Year</u>
Conceptual Design of Aventura Founders Park	1996/97
Design of Country Club Drive Exercise Safety Improvements	1996/97

Purchase of 5.5 acres for Aventura Founders Park	1996/97
Bus Shelter & Bench Replacements	1996/97, 1997/98, 1998/99 1999/00, 2000/01, 2001/02 2005/06
Aventura Blvd Beautification Improvements	1997/98
Northern Entrance Beautification Improvements	1997/98
Aventura Founders Park Development	1997/98
Country Club Drive Exercise/Walking Path Improvements	1997/98
NE 183 rd Street Beautification Improvements	1997/98
NE 34 th Avenue Beautification Improvements	1997/98
Library Landscaping Project	1997/98
Huber Tract Open Space Land Purchase	1998/99
NE 207 th Street Beautification Improvements	1998/99
Country Club Dr. Exercise Path Safety Improvements	1998/99, 2004/05, 2009/10
NE 190 th Street Beautification Improvements	1998/99
Biscayne Boulevard Phase I Beautification Improvements	1998/99
FEC Landscape Buffer	1998/99
NE 191 st Street Beautification Improvements	1998/99
Waterways Park Improvements	1999/00
Founders Park Improvements	1999/00, 2001/02, 2002/03 2003/04, 2005/06, 2010/11
Biscayne Boulevard Phase II Beautification Improvements	1999/00
NE 185 th Street & NE 28 th Ave Beautification Improvements	1999/00
NE 213 th Street Beautification Improvements	2001/02
Aventura Blvd. Entrance Features	2001/02
Community/Recreation Center Conceptual Design	2000/01
Community Recreation Center Development	2001/02
Expanded Waterways Park Purchase	2003/04
Biscayne Boulevard Phase II Beautification Improvements	2001/02
Country Club Drive Beautification Improvements	2002/03
Newspaper Racks	2002/03, 2003/04
NE 188 th Street Beautification Improvements	2002/03
Yacht Club Way Beautification Improvements	2003/04
William Lehman Causeway Beautification Improvements	2003/04, 2004/05
Veterans Park Development	2003/04
Waterways Park Design	2005/06
Founders Park Parking Lot Expansion	2005/06
NE 207 th Street Swale Beautification Improvements	2005/06
Waterways Park Development	2006/07, 2007/08
Splashpad Addition to Founders Park	2006/07
Miami Gardens Drive Beautification Improvements	2006/07
Waterways Dog Park Development	2007/08
Veterans Park Modifications	2007/08
Entrance Features Upgrades	2010/11
Founders Park Improvements	2011/12

Park Facilities/Open Space Recreation

The City's estimated current population is 36,000. The City's Comprehensive Plan recommended standard is 2.75 acres of park and recreation land for every 1,000 potential residents. The amount of park and recreation land required by the park standards for this population is 99 acres. In calculating the number of recreation acres the City has available for use by residents, public private, golf courses and marinas are accounted for at a different degree depending on accessibility to citizens of the City. Assuming that public facilities can be accounted for at 100%, private recreation facilities at 50%, and marinas and the golf course at 25%, the City existing and proposed recreation areas total 115. Therefore, no deficiency exists under the City's standards. Table PFOS1 contains an inventory of existing and proposed recreation and open space areas. The City owns 30.5 park/open space acres.

Table PFOS 1
CITY OF AVENTURA
Recreation/Open Space Inventory

<u>TYPE</u>	<u>FACILITY</u>	<u>ACRES</u>	<u>APPLICABLE ACRES</u>
<i>Public Recreation Areas</i>			
C	Don Soffer Exercise/Walking path	5.5	5.5
C	Arthur I Snyder Memorial Park	3.5	3.5
N	Veterans Park	2.0	2.0
N	Waterways Park	7.0	7.0
N	Waterways Dog Park	1.5	1.5
N	Aventura Founders Park	<u>11.0</u>	<u>11.0</u>
	Public Recreation Subtotal	<u>30.5</u>	<u>30.5</u>
<i>Private Recreation Areas</i>			
	Private Recreation Sites	63.61	31.81
	Marina Complexes	9.40	2.35
	Golf Courses	<u>203.17</u>	<u>50.79</u>
	Private Recreation Subtotal	276.18	84.95
	Total Recreation Areas	<u>306.68</u>	<u>115.45</u>

C = Community Park

N = Neighborhood Park

Citywide Beautification Program

In December of 1996, the City Commission approved the landscape design concepts to be utilized with the implementation of a City-wide Beautification Program. This major undertaking, addresses median and right of way landscaping throughout the public areas within the City, and was adopted as one of the City's budget priorities and goals. The landscape design includes the planting of an assortment of palm trees, including date palms at the City's entrances and coconut and royal palms on various medians throughout the City, as well as shade trees such as live oaks.

With this Beautification Program, the City Commission has fulfilled its long-term goal of creating the signature of the City and establishing its reputation as "the most beautiful City in South Florida." The actual construction of these projects will be ongoing until all of the improvements to the various areas within the City are complete.

In 2006, the City funded a Landscape Restoration Program in the amount of \$1,500,000 to respond to damage from hurricanes experienced in 2005.

The following areas have been completed as of the 2011/12 fiscal year:

Aventura Boulevard, Northern City Entrance, NE 207th Street, NE 183rd Street, NE 185th Street & 28th Avenue, NE 190th Street, NE 191st Street, NE 29th Avenue, NE 187th Street, NE 188th Street, NE 213th Street, Biscayne Boulevard and FEC Landscape Buffer, Aventura Boulevard Entrance Features, Country Club Drive, Yacht Club Way, William Lehman Causeway, NE 207th Street Swale, 2006 Citywide Hurricane Landscape Restoration Program; Miami Gardens Drive and the Biscayne Boulevard Median (NE 209-212 St).

Funding Plan

Funding for the proposed beautification and park facilities will be provided by the proceeds from the following revenue sources:

Total Category Budget	\$171,600
<u>Funding:</u>	
General Fund	\$171,600

PROPOSED BEAUTIFICATION AND PARK FACILITIES IMPROVEMENTS
 PROJECTS SCHEDULED FOR 2012/13 - 20016/17
 SUMMARY BY YEAR

CIP #	Project Title	Dept. #	2012/13	2013/14	2014/15	2015/16	2016/17	Total
BP1	Founders Park Improvements	CS	\$ -	\$ 65,000	\$ 25,000	\$ 12,000	\$ 25,000	\$ 127,000
BP2	City-wide Beautification Improvements	CS	8,600	9,000	9,000	9,000	9,000	44,600
Totals			\$ 8,600	\$ 74,000	\$ 34,000	\$ 21,000	\$ 34,000	\$ 171,600

TABLE 2
 PROPOSED BEAUTIFICATION AND PARK FACILITIES IMPROVEMENTS
 PROJECTS SCHEDULED FOR 2012/13 - 20016/17
 FUNDING PLAN

CIP #	Project Title	Dept. #	Total	Impact Fees	General Fund
BP1	Founders Park Improvements	CS	127,000		127,000
BP3	City-wide Beautification Improvements	CS	44,600		44,600
Totals			171,600	-	171,600

PROPOSED PROJECTS

1 – CS

Founders Park Improvements

2013/14 \$65,000 2014/15 \$25,000 2015/16 \$12,000
 2016/17 \$25,000

This project consists of maintenance projects, replacing and updating playground equipment.

2013/14	Replace SplashPad Water Features	25,000
	Replace SplashPad Surfacing	40,000
2014/15	Replace SplashPad Water Features	25,000
2015/16	Replace Office and Welcome Center Furniture	12,000
2016/17	Replace SplashPad Water Features	25,000

2 - CS

City-wide Beautification Improvements

2012/13 \$8,600 2013/14 \$9,000 2014/15 \$9,000
 2015/16 \$9,000 2016/17 \$9,000

This project consists of replacing aging street furniture that is no longer useful.

2012/13	Purchase Trash Cans	8,600
2013/14	Purchase Trash Cans	9,000
2014/15	Purchase Trash Cans	9,000
2015/16	Purchase Trash Cans	9,000
2016/17	Purchase Trash Cans	9,000

TRANSPORTATION, DRAINAGE AND INFRASTRUCTURE IMPROVEMENTS

This section includes improvements to the City's transportation system, roadways, drainage system, sidewalks, pedestrian pathways, street lighting, transit and other infrastructure improvements. There are four (4) improvement projects in the Capital Improvement Program, which total \$5,632,000. Special emphasis was given to improving traffic flow, correcting drainage deficiencies and road resurfacing and addressing maintenance considerations. The projects outlined in this section have been developed based on a survey of all areas of the City, with respect to the improvement items, by the Community Services Department; City's consulting engineer and staff. The projects were prioritized according to the urgency of the improvements needed and age of the areas to be improved.

Policies

The City's investment in improvements to its transportation system, roads, sidewalks, street lighting and drainage system is based on the following policies:

Goal: Utilize the Stormwater Utility Fund to provide revenue sources to fund drainage improvements contained in the CIP.

- Coordinate area-wide storm water developments with major street improvements.
- Provide adequate storm drainage as defined by present standards for different types of areas of the City.
- Upgrade areas of the City to conform to present drainage standards to eliminate flood prone areas.

Goal: Improve local roads to meet road safety requirements and serve the transportation needs of the City.

- Systematically provide local street improvements throughout the City based upon the existing condition and age of the street and the cost of maintenance of the street.
- Provide an adequate road transportation network that meets or exceeds the capacity rating outlined in the Comprehensive Plan.
- Implement improvements to meet safety standards.
- Improve safety by installing street lighting on all appropriate public roadways.
- Provide walkways and sidewalks to improve the safety of residents traveling throughout the City.

- Accept the dedication of private roads throughout the City in accordance with the Policy governing the conversion of private roads to public roads as outlined in Resolution No. 97-05.

Goal: Address traffic flow along the major roadways and intersections by implementing projects that create improvements to the system.

- Implement the recommendations of the City's Traffic Advisory board and its Traffic consultant.

Existing Facilities

The following is a list of current public roads under the jurisdiction of the City:

NE 185 th Street	NE 27 th Court
NE 28 th Place	NE 28 th Avenue
NE 29 th Avenue	NE 29 th Court
NE 29 th Place	NE 30 th Avenue
NE 34 th Avenue	NE 187 th Street
NE 188 th Street	NE 190 th Street
NE 191 st Street	NE 192 nd Street
NE 193 rd Street	Aventura Boulevard
West Country Club Drive	North Country Club Drive
East Country Club Drive	NE 201 Terrace
NE 203 rd Street	NE 205 th Street
NE 206 th Street	NE 207 th Street
NE 208 th Street	NE 208 th Terrace
NE 209 th Street	NE 211 th Street
NE 213 th Street	NE 214 th Terrace
NE 214 th Street	NE 183 rd Street
Yacht Club Drive	Turnberry Way
NE 27 th Court	

Prior Accomplishments

Since the inception of the CIP, the following projects have been completed or are scheduled for completion as of the 2011/12 fiscal year:

<u>Project Title</u>	<u>Year</u>
Country Club Drive Drainage Improvements	1996/97
Sidewalk Installation – Southside of Lehman Causeway	1996/97
Pedestrian Safety Study	1996/97
Aventura Boulevard Street Lighting Improvements	1997/98
NE 183 rd Street & Drainage Improvements	1997/98
NE 183 rd Street Lighting Improvements	1997/98
NE 207 th Street Lighting Improvements	1997/98
North Aventura Stormwater Collector (213 th Street)	1997/98
Pedestrian Transportation Circulation Safety Improvements	1997/98

NE 190 th Street Lighting Improvements	1998/99
South Aventura Stormwater Collector	1998/99
Sidewalk Improvements & Replacements	1998/99, 1999/00, 2000/01
NE 34 th avenue Street Lighting Improvements	1999/00
NE 185 th Street & NE 28 th Avenue Improvements	1999/00
Safety Improvements – Country Club Drive	1999/00
NE 30 th Avenue Drainage Improvements	2000/01
NE 213 th Street Lighting Improvements	2000/01
NE 34 th Avenue Safety/Road Improvements	2000/01
Biscayne Lake Gardens Area Drainage Improvements	2001/02
NE 188 th Street, Lighting & Drainage Improvements	2002/03
Country Club Drive Improvements	2002/03
NE 190 th Street Drainage Improvements	2002/03
Yacht Club way Drainage and Lighting Improvements	2003/04
NE 31 st Avenue Decorative Street Lighting	2003/04
Extension of Lehman Causeway Westbound Service Road	2003/04
Illuminated Street Signs	2003/04
Hospital District NE 213 th Street Drainage Connector	2003/04
Hospital District North Collector	2004/05
NE 207 th Street Resurfacing	2004/05
Traffic Video Monitoring Program	2004/05, 2005/06
Directional Signs	2004/05
Yacht Club Drive Seawall Improvements	2005/06
Miami Gardens Drive	2005/06
Aventura Boulevard Resurfacing	2005/06
NE 213 th Street Outfall Drainage Improvement	2006/07
Miami Gardens Drive Extension and Street Lighting	2006/07
Ne 29 th Avenue Street Lighting Improvements	2006/07
Yacht Club Drive Resurfacing	2006/07
Countdown Pedestrian Walkway Signals	2006/07
Traffic Video Monitoring Program – Phase I	2006/07
Traffic Video Monitoring Program – Phase II	2007/08
NE 29 th Pace and Yacht Club Way Resurfacing	2007/08
NE 190 th Street Drainage Improvements	2007/08
NE 209 th Street/Biscayne Boulevard Traffic Improvements	2007/08
NE 187 th Street Traffic Improvements	2007/08
NE 180 th & NE 182 nd Street /Biscay Boulevard Signage	2007/08
NE 199 th Street/West Country Club Drive Turning Lane	2008/09
NE 190 th Street Resurfacing	2008/09
NE 191 st Street/Biscayne Boulevard Traffic Improvements	2008/09
NE 191 st /29 th Avenue Drainage Improvements	2008/09
Hospital District Resurfacing	2009/10
NE 183 rd Street Resurfacing & Road Improvements	2009/10
Yacht Club Way Bridge Improvements	2009/10
Country Club Drive Bus Shelters	2010/11
NE 29 th Avenue and NE 187 th Street Resurfacing	2010/11

NE 34 th Avenue Street Resurfacing	2010/11
Biscayne Boulevard Street Light Upgrades Phase 1	2010/11
Biscayne Boulevard Street Light Upgrades Phase 2	2011/12
NE 185 th /NE 31 th Avenue, NE 188 th Street and NE 191 Street Resurfacing	2011/12

Road, Drainage and Infrastructure Improvements

The majority of the projects outlined herein can be also be classified as drainage improvements and road resurfacing in accordance with established maintenance schedules. In addition, traffic improvement projects recommended by the Traffic Advisory board are included for funding.

Funding Plan

Funding for the proposed roadway, drainage and infrastructure improvement projects will be provided by the following sources:

Total Category Budget	\$5,632,000
<u>Funding:</u>	
Transportation Fund	\$3,282,000
General Fund	1,350,000
Stormwater Utility Fund	1,000,000

Tables 1 and 2 showing these improvement projects and funding schedules are followed by detailed project descriptions.

TABLE 1
 PROPOSED TRANSPORTATION, DRAINAGE AND INFRASTRUCTURE IMPROVEMENTS
 PROJECTS SCHEDULED FOR 2012/13- 2016/17
 SUMMARY BY YEAR

CIP #	Project Title	Dept. #	2012/13	2013/14	2014/15	2015/16	2016/17	Total
TD11	Stormwater Drainage Improvements	CS	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 1,000,000
TD12	Biscayne Boulevard Street Lighting	CS	500,000	500,000	-	-	-	1,000,000
TD13	Road Resurfacing Program	CS	685,000	770,000	640,000	557,000	530,000	3,182,000
TD14	Traffic Safety and Flow Improvements	CS	450,000					450,000
Totals			\$ 1,835,000	\$ 1,470,000	\$ 840,000	\$ 757,000	\$ 730,000	\$ 5,632,000

TABLE 2
 PROPOSED TRANSPORTATION, DRAINAGE AND INFRASTRUCTURE IMPROVEMENTS
 PROJECTS SCHEDULED FOR 2012/13- 2016/17
 FUNDING PLAN

CIP #	Project Title	Dept. #	Total	Stormwater Utility Fund	General Fund	Transportation Fund
TD11	Stormwater Drainage Improvements	CS	\$ 1,000,000	\$ 1,000,000		
TD12	Biscayne Boulevard Street Lighting	CS	1,000,000		\$ 900,000	\$ 100,000
TD13	Road Resurfacing Program	CS	3,182,000			3,182,000
TD14	Traffic Safety and Flow Improvements	CS	450,000		450,000	
Totals			\$ 5,632,000	\$ 1,000,000	\$ 1,350,000	\$ 3,282,000

PROPOSED PROJECTS

1-CS

Stormwater Drainage Improvements

2012/13 \$200,000	2013/14 \$200,000	2014/15 \$200,000
2015/16 \$200,000	2016/17 \$200,000	

Projects included provide for ongoing annual minor drainage improvements and include the cost of resurfacing the affected roadways.

2012/13	Drainage Improvements	200,000
2013/14	Drainage Improvements	200,000
2014/15	Drainage Improvements	200,000
2015/16	Drainage Improvements	200,000
2016/17	Drainage Improvements	200,000

2-CS

Biscayne Boulevard Street Light Upgrades

2012/13 \$500,000	2013/14 \$500,000
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The Biscayne Boulevard Street Lighting project includes the installation of decorative street lights along the eastside of Biscayne Boulevard. Biscayne Boulevard is a state road and serves as the main trafficway through the City. It extends approximately 2.58 miles from the northern city limits to the southern city limits. The Biscayne Boulevard Street Light project will include the installation of new decorative street lights to serve both the sidewalks (pedestrians) and the roadway. Phase I and Phase II were completed in prior CIP projects.

2012/13	Phase 3	500,000
2013/14	Phase 4	500,000

3-CS

Road Resurfacing Program

2012/13 \$685,000	2013/14 \$770,000	2014/15 \$640,000
2015/16 \$557,000	2016/17 \$530,000	

This project consists of resurfacing roadways as determined by the City's maintenance standards and the Community Services Department.

2012/13	Country Club Drive (Northbound)	685,000
2013/14	Country Club Drive (Southbound)	770,000
2014/15	NE 207 th Street	480,000
	Country Club Drive between Causeway and NE 190 th Street	160,000
2015/16	NE 213 th Street	350,000
	Biscayne Lake Gardens (NE 29 th Ct., 201 th Terr, & 27 th Ct.)	207,000
2016/17	NE 27 th Avenue	60,000
	NE 28 Court between 185 and 187 Streets	200,000
	NE 30 th Avenue	200,000
	NE 209 th Street	70,000

4-CS

Traffic Safety and Flow Improvements

2012/13 \$450,000

2012/13	Traffic Signal at Intersection of NE 185 th Street and NE 28 th Court	\$250,000
	Turning Lane at N. Country Club Drive and NE 34 th Avenue	200,000

PUBLIC BUILDINGS AND FACILITIES IMPROVEMENTS

Capital projects in this functional category include providing new facilities to serve City residents or improvements to existing facilities in the City. The CIP includes 1 project totaling \$3,300,000.

Policies

The City's investment in improvements to public buildings and operational facilities is based on the following policies:

- Provide easily accessible services to City residents and adequate parking for City facilities.
- Repair and maintain all buildings and facilities in proper order to increase life of said facilities.

Existing Facilities

Map 1 shows the location of the City's Government Center, and the Dade County Fire Rescue Station and Library Branch.

Prior Accomplishments

The following projects have been completed or are scheduled for completion as of the 2011/12 fiscal year:

<u>Project Title</u>	<u>Year</u>
Government Center/Police Station Needs Assessment Study	1996/97
Government Center Land Purchase	1997/98
Design of Government Center/Police	1997/98
Construction of Government Center	1999/00, 2000/01
Purchase of Charter Elementary School Property	2001/02
Construction of Charter Elementary School	2002/03
Community Center Improvements	2003/04, 2004/05, 2006/07, 2007/08
Construction of Middle School Wing to Charter School	2004/05
Holiday Lighting for Government Center	2005/06
Design of Arts & Cultural Center	2007/08
Classroom Additions to Charter School	2008/09
Arts & Cultural Center Construction	2008/09, 2009/10
Government Center Chiller Replacements	2009/10
Police Department Office Improvement	2009/10
Government Center Security Equipment Upgrade	2010/11
Government Center Commission Chambers Video Upgrade	2010/11
Government Center Parking Expansion Design	2011/12

Funding Plan

Funding for the proposed Public Buildings Projects will be provided by the following sources: Total Category Budget \$3,300,000

Funding:

General Fund \$3,300,000

TABLE 1
 PROPOSED PUBLIC BUILDING AND FACILITIES IMPROVEMENTS
 PROJECTS SCHEDULED FOR 2012/13 - 20016/17
 SUMMARY BY YEAR

CIP #	Project Title	Dept.	2012/12	2013/14	2014/15	2015/16	2016/17	Total
PBF1	Government Center Parking Garage	CS	\$ 3,400,000	\$ -				\$ 3,400,000
Totals			\$ 3,400,000	\$ -	\$ -	\$ -	\$ -	\$ 3,400,000

TABLE 2
 PROPOSED PUBLIC BUILDING AND FACILITIES IMPROVEMENTS
 PROJECTS SCHEDULED FOR 2012/13 - 20016/17
 FUNDING PLAN

CIP #	Project Title	Dept.	Total	General Fund
PBF1	Government Center Parking Garage	CS	\$ 3,400,000	\$ 3,400,000
Totals			\$ 3,400,000	\$ 3,400,000

PROPOSED PROJECTS

1 – CS
Government Center Parking Garage
2012/13 \$3,300,000

This project consists of adding a three level parking garage adjacent to the Government Center to accommodate additional parking.

INFORMATION/COMMUNICATIONS TECHNOLOGY

This functional category includes improvements to the City's information/communication systems, data processing and the automation of certain operations by utilizing the latest technology to enhance productivity and efficiency. There are 12 projects totaling \$2,645,550.

Policies

The City's investment in communication and computer projects is based on the following policies:

- Continue the implementation upgrade of the Management Information System for all key City operations to automate functions and improve efficiency and productivity.
- Improve and maintain City-wide radio communications capabilities for Police operations.
- Develop and maintain computerized capabilities of the various City departments and information systems.
- Utilize the latest state of the art technology including the use of the Internet for the delivery of services.
- Maintain the E911 system to enhance police response times to emergencies.
- Utilize the latest technology for education and teaching at the Charter School.

Funding Plan

Funding for the proposed Information Technology Projects will be provided by the following sources: Total Category Budget \$2,645,550

Funding:

General Fund	\$1,976,050
Charter School Fund	669,500

TABLE 1
PROPOSED COMMUNICATIONS AND COMPUTERS EQUIPMENT
PROJECTS SCHEDULED FOR 2012/13- 2016/17
SUMMARY BY YEAR

CIP #	Project Title	Dept. #	2012/13	2013/14	2014/15	2015/16	2016/17	Total
ICT1	Police Computers Systems<\$5000	PD	119,000	114,000	120,000	115,000	128,000	596,000
ICT2	Central Computer System>\$5000	IT	145,000	215,000	155,000	175,000	155,000	845,000
ICT3	Radios and E911 System	PD	157,000	45,000	55,000	55,000	55,000	367,000
ICT4	Computer Equipment<\$5000	ACES	82,000	114,500	96,500	104,500	102,000	499,500
ICT5	Computer Equipment>\$5000	ACES	20,000	30,000	45,000	35,000	40,000	170,000
ICT6	Computer Equipment<\$5000	IT	6,000	6,000	6,000	6,000	6,000	30,000
ICT7	Computer Equipment<\$5000	F	2,000	2,000	2,000	6,000	2,000	14,000
ICT8	Computer Equipment<\$5000	CM	-	4,000	-	-	-	4,000
ICT9	Computer Equipment<\$5000	CS	10,000	13,300	22,250	18,900	8,300	72,750
ICT10	Computer Equipment<\$5000	CD	3,800	4,000	3,500	4,500	3,500	19,300
ICT11	Computer Equipment<\$5000	AACC	5,500	6,000	6,500	1,000	6,000	25,000
ICT12	Computer Equipment	CC	-	-	3,000	-	-	3,000
Totals			\$ 550,300	\$ 553,800	\$ 514,750	\$ 520,800	\$ 505,800	\$ 2,645,550

TABLE 2
PROPOSED COMMUNICATIONS AND COMPUTERS EQUIPMENT
PROJECTS SCHEDULED FOR 2012/13- 2016/17
FUNDING PLAN

CIP #	Project Title	Dept. #	Total	General Fund	Charter School Fund
ICT1	Police Computers Systems<\$5000	PD	596,000	596,000	
ICT2	Central Computer System>\$5000	IT	845,000	845,000	
ICT3	Radios and E911 System	PD	367,000	367,000	
ICT4	Computer Equipment<\$5000	ACES	499,500		499,500
ICT5	Computer Equipment>\$5000	ACES	170,000		170,000
ICT6	Computer Equipment<\$5000	IT	30,000	30,000	
ICT7	Computer Equipment<\$5000	F	14,000	14,000	
ICT8	Computer Equipment<\$5000	CM	4,000	4,000	
ICT9	Computer Equipment<\$5000	CS	72,750	72,750	
ICT10	Computer Equipment<\$5000	CD	19,300	19,300	
ICT11	Computer Equipment<\$5000	AACC	25,000	25,000	
ICT12	Computer Equipment	CC	3,000	3,000	
Totals			\$ 2,645,550	\$ 1,976,050	\$ 669,500

PROPOSED PROJECTS

1 - PD

Police Computers Systems < \$5000

2012/13 \$119,000 2013/14 \$114,000 2014/15 \$120,000

2015/16 \$115,000 2016/17 \$128,000

This project consists of purchasing computer equipment and software that utilizes the latest technology for the Police Department.

2012/13	Upgrades	\$10,000
	Replace 25 Mobile Laptops	50,000
	20 Desktop Computers	24,000
	Vehicle Modems	6,000
	Replace 2 Servers	10,000
	10 Vehicle Printers	10,000
	3 toughbooks for K-9	9,000
2013/14	Upgrades	\$10,000
	Replace 25 Mobile Laptops	50,000
	20 Desktop Computers	24,000
	Vehicle Modems	6,000
	Replace 2 Servers	10,000
	10 Vehicle Printers	10,000
	Laptop-Ruggized	4,000
2014/15	Upgrades	\$10,000
	Replace 25 Mobile Laptops	50,000
	20 Desktop Computers	24,000
	Vehicle Modems	6,000
	Replace 2 Servers	10,000
	20 Vehicle Printers	20,000
2015/16	Upgrades	\$10,000
	Replace 25 Mobile Laptops	50,000
	20 Desktop Computers	24,000
	Vehicle Modems	6,000
	Replace 1 Server	5,000
	20 Vehicle Printers	15,000
	Desktop Scanner	5,000
2016/17	Upgrades	\$10,000
	Replace 25 Mobile Laptops	50,000
	20 Desktop Computers	24,000
	Vehicle Modems	6,000

Replace 1 Server	5,000
20 Vehicle Printers	15,000
Desktop Scanner	2,000
EOC PCS	12,000
Laptop-Ruggized	4,000

2 - IT

Central Management Information System > \$5000

2012/13 \$145,000 2013/14 \$215,000 2014/15 \$155,000

2015/16 \$175,000 2016/17 \$155,000

This project consists of purchasing new and replacement computer hardware and software that utilize the latest technology for the City's general information management system, which is used by all City Departments.

2012/13	Software/Licenses/Upgrades	\$20,000
	Servers/ Security/UPS/Switches	60,000
	AS 400 Upgrades	5,000
	Equipment for Redundant Site	15,000
	TVMS Equipment Upgrades	20,000
	Sungard MIS Upgrade	25,000
2013/14	Software/Licenses/Upgrades	\$20,000
	Servers/ Security/UPS/Switches	70,000
	AS 400 Upgrades	5,000
	Upgrade Phone System	10,000
	TVMS Equipment Upgrades	30,000
	Sungard MIS Upgrade	80,000
2014/15	Software/Licenses/Upgrades	\$15,000
	Servers/ Security/UPS/Switches	70,000
	AS 400 Upgrades	5,000
	Upgrade Phone System	25,000
	TVMS Equipment Upgrades	40,000
2015/16	Software/Licenses/Upgrades	\$20,000
	Servers/ Security/UPS/Switches	50,000
	AS 400 Upgrades	50,000
	Upgrade Phone System	5,000
	Upgrade Video System Solution	10,000
	TVMS Equipment Upgrades	40,000
2016/17	Software/Licenses/Upgrades	\$20,000
	Servers/ Security/UPS/Switches	80,000
	AS 400 Upgrades	5,000

	Upgrade Phone System	10,000
	TVMS Equipment Upgrades	40,000
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3 - PD		
Radios and E911 System		
2012/13	\$157,000	2013/14 \$45,000
2014/15	\$55,000	2016/17 \$55,000
<p>This project consists of upgrading the equipment for the 800 Mhz police radio system to ensure a state-of-the-art system and maintain the E911 system.</p>		
2012/13	800 Mhz Radio System Upgrades	10,000
	E911 Equipment Replacement	147,000
2013/14	E911 System Upgrades	15,000
	800 Mhz Radio System Upgrades	10,000
	Radio Replacements	20,000
2014/15	E911 System Upgrades	15,000
	800 Mhz Radio System Upgrades	20,000
	Radio Replacements	20,000
2015/16	Radio Replacements	20,000
	800 Mhz Radio System Upgrades	20,000
	E911 System Upgrades	15,000
2016/17	Radio Replacements	20,000
	800 Mhz Radio System Upgrades	20,000
	E911 System Upgrades	15,000
<hr/>		
4 - ACES		
Computer Equipment < \$5,000		
2012/13	\$82,000	2013/14 \$114,500
2014/15	\$96,500	2016/17 \$102,000
<p>This project consists of the regular replacement of the computers, laptops, servers and network infrastructure at the Aventura City of Excellence School.</p>		
2012/13	Replace 65 Computers/Laptops	71,500
	21 Tablet Computers	10,500
2013/14	Replace 90 Computers/laptops	99,000
	21 Tablet Computers	10,500
	Mobile Learning Computer Lab	5,000

2014/15	Replace 75 Computers/Laptops	82,500
	21 Tablet Computers	10,500
	Replace Color Laser Printer	3,500
2015/16	Replace 80 Computers/Laptops	88,000
	21 Tablet Computers	10,500
	Mobile Learning Computer Lab	5,000
	Replace Desktop Scanner	1,000
2016/17	Replace 80 Computers/Laptops	88,000
	21 Tablet Computers	10,500
	Replace Color Laser Printer	3,500
<hr/>		
5 - ACES		
Computer Equipment > \$5000		
2012/13 \$20,000	2013/14 \$30,000	2014/15 \$45,000
2015/16 \$35,000	2016/17 \$40,000	
<p>This project consists of the regular replacement of the computers and network infrastructure at the Aventura City of Excellence School that exceeds \$5,000.</p>		
2012/13	Replace Network Switches and Routers	10,000
	Replace 2 Servers	10,000
2013/14	Replace Network Switches and Routers	10,000
	Replace 5 AV equipment and/or Smartboard	20,000
2014/15	Replace Network Switches and Routers	10,000
	Phone system Upgrade	15,000
	Replace 5 AV equipment and/or Smartboard	20,000
2015/16	Replace Network Switches and Routers	15,000
	Replace 5 AV equipment and/or Smartboard	20,000
2016/17	Replace Network Switches and Routers	10,000
	Replace 2 Servers	10,000
	Replace 5 AV equipment and/or Smartboard	20,000
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6 - IT		
Computer Equipment < \$5000		
2012/13 \$6,000	2013/14 \$6,000	2014/15 \$6,000
2015/16 \$6,000	2016/17 \$6,000	

This project includes the replacement of existing equipment for the various employees of the department.

7 - F

Computer Equipment < \$5000

2012/13 \$2,000	2013/14 \$2,000	2014/15 \$2,000
2015/16 \$6,000	2016/17 \$2,000	

This project includes the replacement of existing equipment for the various employees of the department.

8 - CM

Computer Equipment < \$5000

2013/14 \$4,000

This project consists of upgrading computer equipment in the Office of the City Manager.

9 - CS

Computer Equipment < \$5000

2012/13 \$10,000	2013/14 \$13,300	2014/15 \$22,250
2015/16 \$18,900	2016/17 \$8,300	

This project consists of purchasing and upgrading computer equipment in the Community Services Department and Community Recreation Center.

2012/13	5 Computers and ID Printer	\$9,000
	Upgrade GIS Software	1,000
2013/14	4 Computers	\$4,000
	1 Laptop Computer	1,300
	1 Plotter	6,000
	Replace Scanner	1,000
	Upgrade GIS Software	1,000
2014/15	Upgrade Visitor ID System	\$5,000
	5 CRC Laptop Computers	8,250
	4 Computers	4,000
	Replace 1 ID Printer	4,000
	Upgrade GIS Software	1,000
2015/16	Replace 5 Computers	\$5,000

	Replace 6 CRC Laptop Computers	9,900
	Replace 1 ID Printer	4,000
2016/17	Replace 4 Computers	\$4,000
	Replace CRC Server	3,000
	Replace Laptop	1,300
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10 - CD		
Computer Equipment < \$5000		
2012/13 \$93,800	2013/14 \$4,000	2014/15 \$3,500
2015/16 \$4,500	2016/17 \$3,500	
<p>This project consists of computer upgrades, replacement printers and the implementation of field computers for code compliance and building inspections for the Community Development Department.</p>		
2012/13	Replace 3 Computers	\$3,000
	Replace Desktop Scanner	800
	Sungard MIS Upgrade	90,000
2013/14	Replace 3 Computers	\$3,000
	Replace 2 Laserjet Printers	1,000
2014/15	Replace 3 Computers	\$3,000
	Replace 1 Laserjet Printers	500
2015/16	Replace 3 Computers	\$3,000
	Replace Laserjet Printers	500
	Replace Desktop Scanner	1,000
2016/17	Replace 3 Computers	\$3,000
	Replace 1 Laserjet Printers	500
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11 - AACC		
Computer Equipment < \$5000		
2012/13 \$5,500	2013/14 \$6,000	2014/15 \$6,500
2015/16 \$1,000	2016/17 \$6,000	
<p>This project consists of purchasing and upgrading computer equipment in the Arts & Cultural Center.</p>		
2012/13	Replace 4 Computers/laptops	\$5,000
	Tablet	500

2013/14	Replace 4 Computers	4,000
	Color Laser Printer	2,000
2014/15	Upgrade Point of Sale System	6,500
2015/16	Replace Laptop	1,000
2016/17	Replace 4 Computers	4,000
	Replace Network Switches	2,000

12 - CC
 Computer Equipment < \$5000
 2014/15 \$3,000

This project consists of upgrading and replacing computer equipment in the City Clerk's Office.



CAPITAL EQUIPMENT PURCHASES AND REPLACEMENTS

This section includes projects relating to Capital Equipment Purchases and Replacements for all operating departments. There are a total of 7 projects totaling \$3,223,226.

Policies

The City's investment in capital equipment purchases and replacements is based on the following policies:

Goal: Provide capital equipment that will meet the needs of all departments in order to maintain the efficiency and productivity of providing municipal services to the City's residents.

- Replace all present equipment that is required when they become unusable, unsafe or when maintenance costs outweigh the total cost of replacement.
- Develop and maintain an "Equipment Evaluation and Replacement Guide" to determine replacement schedules and costs.
- Purchase more economical, fuel efficient and multi-functional vehicles.
- Purchase new equipment that will increase productivity and reduce personnel and maintenance costs.
- Maintain all City assets at a level adequate to protect the City's capital investment and to minimize future maintenance and replacement costs.

Proposed Capital Equipment Purchase And Replacement

Most projects outlined in the 2012/13 to 2016/17 Capital Improvement Program are either pertaining to vehicles or operational equipment. Detailed project descriptions and a funding schedule follow. The CIP guidelines provide that capital equipment shall be defined as having a useful life of more than one year and a value of \$5,000 or more. Equipment that has a value of \$5,000 or less is also included in this document for budgetary purpose.

Funding Plan

Funding for the proposed Capital Equipment Purchase and Replacement Projects will be provided by annual appropriations from the General Fund:

TABLE 1
 PROPOSED CAPITAL EQUIPMENT PURCHASE AND REPLACEMENT
 PROJECTS SCHEDULED FOR 2012/13- 2016/17
 SUMMARY BY YEAR

CIP #	Project Title	Dept. #	2012/13	2013/14	2014/15	2015/16	2016/17	Total
CE1	Vehicle Purchase & Replacements	PD	436,000	395,000	472,000	438,890	455,116	2,197,000
CE2	Equipment Purchase and Replacement>5000	PD	127,000	74,000	100,700	70,000	108,500	480,200
CE3	Equipment Purchase and Replacement<5000	PD	25,400	31,200	38,000	38,760	28,360	161,720
CE4	Equipment Purchase and Replacement>5000	CS	31,000	84,000	29,000	49,000	42,000	235,000
CE5	Equipment Purchase and Replacement<5000	CS	4,000	2,500	19,500	6,500	2,500	35,000
CE6	Equipment Purchase and Replacement>5000	AACC	22,200	10,700	13,200	11,000	37,200	94,300
CE7	Equipment Purchase and Replacement>5000	CD	-	-	-	20,000	-	20,000
Totals			\$ 645,600	\$ 597,400	\$ 672,400	\$ 634,150	\$ 673,676	\$ 3,223,226

TABLE 2
 PROPOSED CAPITAL EQUIPMENT PURCHASE AND REPLACEMENT
 PROJECTS SCHEDULED FOR 2012/13- 2016/17
 FUNDING PLAN

CIP #	Project Title	Dept. #	Total	General Fund
CE1	Vehicle Purchase & Replacements	PD	2,197,006	2,197,006
CE2	Equipment Purchase and Replacement>5000	PD	480,200	480,200
CE3	Equipment Purchase and Replacement<5000	PD	161,720	161,720
CE4	Equipment Purchase and Replacement>5000	CS	235,000	235,000
CE5	Equipment Purchase and Replacement<5000	CS	35,000	35,000
CE6	Equipment Purchase and Replacement>5000	AACC	94,300	94,300
CE7	Equipment Purchase and Replacement>5000	CD	20,000	20,000
Totals			3,223,226	3,223,226

PROPOSED PROJECTS

1 - PD

Vehicle Purchase & Replacements

2012/13 \$436,000 2013/14 \$395,000 2014/15 \$472,000
 2015/16 \$438,890 2016/17 \$455,116

This project consists of purchasing police vehicles to accommodate new employee additions and establish a vehicle replacement program in the Police Department.

2012/13	Replace 12 Patrol Vehicles	\$396,000
	Replace Traffic Truck	30,000
	Replace Crime Prevention Trailer	10,000
2013/14	Replace 11 Patrol Vehicles	\$363,000
	Replace K-9 Vehicles	32,000
2014/15	Replace 12 Patrol Vehicles	\$407,000
	Replace K-9 Vehicles	30,000
	Replace Crime Prevention Van	35,000
2015/16	Replace 11 Patrol Vehicles	\$373,890
	Replace 2 Crime Scene Van	65,000
2016/17	Replace 12 Patrol Vehicles	\$420,116
	Replace Prisoner Van	35,000

2 - PD

Equipment Purchase and Replacement > \$5000

2012/13 \$127,000 2013/14 \$74,000 2014/15 \$100,700
 2015/16 \$70,000 2016/17 \$108,500

This project consists of purchasing equipment for the Police Department. The following is a breakdown of the items to be replaced:

2012/13	12 Vehicle Equipment	\$79,000
	Replace Segway	9,000
	Replace Video Wall Communications	39,000
2013/14	10 Vehicle and 1 K-9 Equipment	\$74,000
2014/15	11 Vehicle Equipment	\$74,700
	K-9 Vehicle Equipment	8,000
	Replace K-9	13,000

	Crime Scene Van Equipment	5,000
2015/16	10 Vehicle Equipment	\$70,000
2015/16	12 Vehicle Equipment	\$83,500
	Video Wall Upgrade	25,000
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3 - PD		
Equipment Purchase and Replacement < \$5000		
2012/13	\$25,400	2013/14 \$31,200
		2014/15 \$38,000
2015/16	\$38,760	2016/17 \$28,360
2012/13	Replace 10 Ballistic Vests	\$12,000
	Crash Data Equipment	2,000
	Replace Dive Team Equipment	2,400
	2 Forensic Light Source Kit	9,000
2013/14	Replace 10 Ballistic Vests	\$12,000
	12 Tasers	19,200
2014/15	Replace 10 Ballistic Vests	\$12,000
	2 Radar Units	2,500
	2 Lasar Units	7,500
	10 Tasers	16,000
2015/16	Replace 10 Ballistic Vests	\$12,360
	AR Rifles	7,200
	12Tasers	19,200
2016/17	Replace 10 Ballistic Vests	\$12,360
	10Tasers	16,000
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4 - CS		
Equipment Purchase and Replacement > \$5,000		
2012/13	\$31,000	2013/14 \$84,000
		2014/15 \$29,000
2015/16	\$49,000	2016/17 \$42,000
<p>This project consists of the replacement of equipment that has become inefficient, defective, or unusable and to add new equipment to provide improved services in the Community Services Department. The following is a breakdown of the items to be purchased:</p>		
2012/13	Replace 1 Treadmill	\$6,000

	Replace Vehicle	25,000
2013/14	Replace 2 Vehicles	\$60,000
	2 Electric Low Speed Vehicles	24,000
2014/15	Replace 2 Ellipticals	10,000
	Replace Pickup Truck	19,000
2015/16	Replace Hybrid Utility Vehicle	\$30,000
	Replace Pickup Truck	19,000
2016/17	Replace 2 Treadmill2	\$12,000
	Replace Hybrid Utility Vehicle	30,000

5 - CS

Equipment Purchase and Replacement < \$5,000

2012/13 \$4,000	2013/14 \$2,500	2014/15 \$19,500
2015/16 \$6,500	2016/17 \$2,500	

This project consists of the replacement of equipment that has become inefficient, defective, or unusable in the Community Recreation Center. The following is a breakdown of the items to be replaced:

2012/13	Replace 12 Tables	\$2,000
	Replace Aerobics Room Sound System	2,000
2013/14	Replace 1 Recumbent Bicycle	\$2,500
2014/15	Replace 40 Chairs	\$3,500
	Replace AV Equipment	10,000
	Replace Lobby Furniture	6,000
2015/16	Replace 12 Tables	\$2,500
	Replace Stair Climber	4,000
2016/17	Replace 1 Recumbent Bicycle	\$2,500

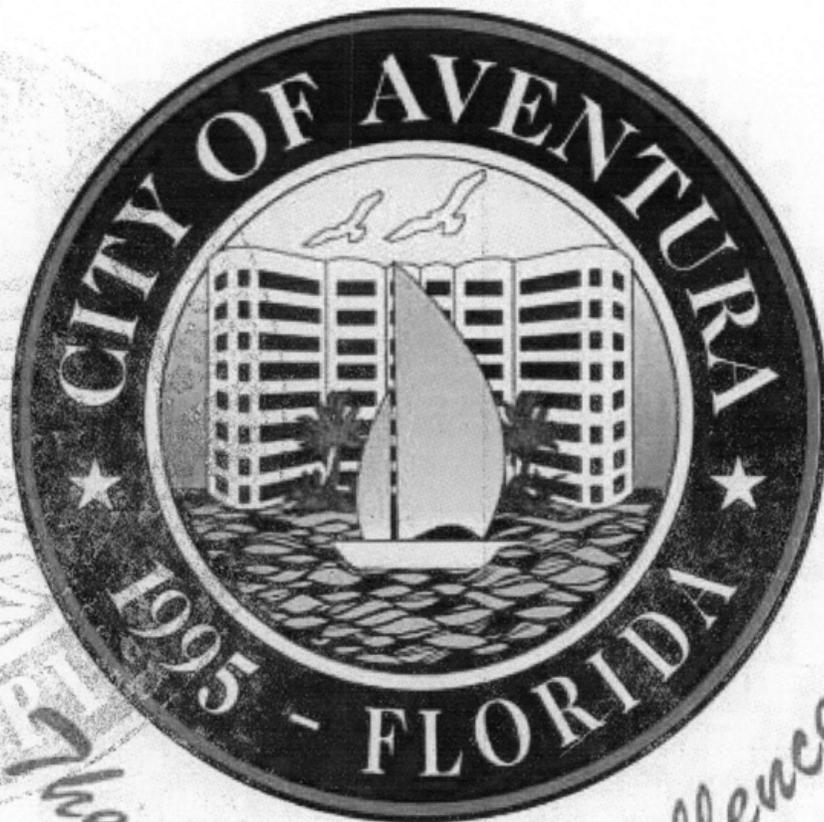
6 - AACC

Equipment Purchase and Replacement > \$5,000

2012/13 \$22,200	2013/14 \$10,700	2014/15 \$13,200
2015/16 \$11,000	2016/17 \$37,200	

This project consists of purchasing equipment for the Arts & Cultural Center:

2012/13	Lighting Improvements	\$5,000
	Lobby Bar with Table and Chairs	15,000
	ADA Listening Devices	2,200
2013/14	Microphones and Sound Equipment	\$10,700
2014/15	Stage Lights for Dance Productions	\$11,000
	ADA Listening Devices	2,200
2015/16	Outdoor Patio Tables and Chairs	\$4,500
	Green Room Furniture Replacement	3,500
	Dressing Room Chairs	3,000
2016/17	ADA Listening Devices	\$2,200
	Seachangers for Stage Lighting	35,000
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7 - CD		
Equipment Purchase and Replacement > \$5,000		
2015/16 \$20,000		
<p>This project consists of the addition of equipment or the replacement of equipment that has become inefficient, defective, or unusable in the Community Development Department. The following is a breakdown of the items to be replaced:</p>		
2015/16	Pickup Truck	\$20,000
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The City of Excellence

RESOLUTION NO. 2012-__

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, ACCEPTING AND ADOPTING IN PRINCIPLE, SUBJECT TO ANNUAL REVISION AND AUTHORIZATION, THE CITY OF AVENTURA CAPITAL IMPROVEMENT PROGRAM DOCUMENT FOR FISCAL YEAR 2012/13 TO 2016/17 AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Capital Improvement Program document for fiscal years 2012/13 to 2016/17, attached hereto was presented and recommended to the City Commission of the City of Aventura by the City Manager as a long term plan of proposed capital expenditures, the means and methods of financing the projects and an action plan for the implementation of the projects; and

WHEREAS, the City Commission recognizes the need to adopt a Capital Improvement Program to address Beautification and Parks, Transportation, Drainage and Infrastructure Improvements, Public Buildings and Facilities, Information Technology and Capital Equipment Purchase and Replacement which represents a commitment by the community toward achievement and maintenance of a desirable high quality of life for all residents; and

WHEREAS, the City Commission recognizes the need to formulate a Capital Improvement Program which adopts a sound financing plan; and

WHEREAS, the City Commission has reviewed the Capital Improvement Program document at a public meeting of the City Commission and wishes to adopt said document in concept.

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

Section 1. The City Commission hereby accepts and adopts in principle, subject to annual revisions and authorization, the City of Aventura Capital Improvement Program document for fiscal years 2012/13 to 2016/17 attached hereto and incorporated herein as specifically as if set out at length herein.

Section 2. The City Manager be and the same is hereby authorized to do all things necessary and expedient in order to carry out the aims of this Resolution.

Section 3. This Resolution shall take effect immediately upon adoption.

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

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

