

City Commission
Susan Gottlieb, Mayor

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



City Manager
Eric M. Soroka, ICMA-CM

City Clerk
Teresa M. Soroka, MMC

City Attorney
Weiss Serota Helfman
Pastoriza Cole & Boniske

OCTOBER 2, 2012 6 pm

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:** Presentation to Outgoing Commissioners
- 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:**
September 4, 2012 Commission Meeting
September 11, 2012 1st Budget Commission Meeting
September 19, 2012 2nd Budget Commission Meeting
September 20, 2012 Workshop Meeting
 - B. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA DECLARING CERTAIN PROPERTY LISTED UNDER THE ASSETS OF THE CITY AS SURPLUS TO THE NEEDS OF THE CITY; DESCRIBING THE MANNER OF DISPOSAL; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.**
 - C. MOTION AUTHORIZING THE APPROPRIATION OF UP TO \$26,500 FOR CRIME PREVENTION PROGRAMS, EQUIPMENT AND CRIME PREVENTION SCHOLARSHIP FROM THE POLICE FORFEITURE FUNDS IN ACCORDANCE WITH THE CITY MANAGER'S MEMORANDUM**

D. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA SELECTING THE FIRM OF CAP GOVERNMENT TO PERFORM BUILDING AND PLAN REVIEW SERVICES IN ACCORDANCE WITH ISQ #12-08-27-2; AUTHORIZING THE CITY MANAGER TO NEGOTIATE THE TERMS AND FEES FOR SAID SERVICES; AUTHORIZING NEGOTIATIONS WITH AN ALTERNATE FIRM TO PERFORM THE REQUIRED SERVICES SHOULD NEGOTIATIONS WITH SELECTED FIRM BE UNSUCCESSFUL; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

E. CITY COMMISSION, ACTING IN CAPACITY AS THE AVENTURA CITY OF EXCELLENCE SCHOOL BOARD OF DIRECTORS:

MOTION TO APPROVE THE ACES SCHOOL IMPROVEMENT PLAN FOR 2012/13

F. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE ATTACHED WORK AUTHORIZATION NO. 01-0103-163 FOR PROFESSIONAL DESIGN SERVICES FOR THE COUNTRY CLUB DRIVES (NORTHBOUND) RESURFACING IMPROVEMENTS PROJECT BY AND BETWEEN THE CITY OF AVENTURA AND CRAVEN THOMPSON AND ASSOCIATES, INC.; AND PROVIDING AN EFFECTIVE DATE.

G. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, AWARDING AND LETTING A TOWING CONTRACT TO PRESTIGE AUTO TRANSPORT TOWING & RECOVERY AND A BACK UP TOWING CONTRACT TO DOWNTOWN TOWING CO.; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID CONTRACTS; AUTHORIZING THE CITY MANAGER TO TAKE NECESSARY AND EXPEDIENT ACTION TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

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 CONDITIONAL USE APPROVAL TO PERMIT AN ELEVEN STORY OR 135 FOOT HIGH RESIDENTIAL BUILDING IN THE MULTIFAMILY MEDIUM DENSITY RESIDENTIAL (RMF3B) ZONING DISTRICT FOR PROPERTY LOCATED AT 3250 NE 188 STREET; PROVIDING AN EFFECTIVE DATE.

7. **ORDINANCES: FIRST READING–PUBLIC INPUT: None.**
8. **ORDINANCES – SECOND READING – PUBLIC HEARING:**
 - A. **AN ORDINANCE OF THE CITY OF AVENTURA, FLORIDA PERTAINING TO USES PERMITTED AND DEVELOPMENT CRITERIA FOR DEVELOPMENT IN THE TOWN CENTER (TC1) ZONING DISTRICT; AMENDING SECTION 31-145(B) “TOWN CENTER ZONING DISTRICTS” OF ARTICLE VII “USE REGULATIONS” OF CHAPTER 31 “LAND DEVELOPMENT REGULATIONS” TO PERMIT A LIFESTYLE CENTER USE AS A PERMITTED USE IN THE TOWN CENTER (TC1) DISTRICT; PROVIDING FOR USE, DEVELOPMENT AND DESIGN STANDARDS FOR THE LIFESTYLE CENTER USE; PROVIDING FOR AMENDMENTS TO THE USES PERMITTED AND PROHIBITED WITHIN THE TOWN CENTER (TC1) ZONING 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 THE CODE OF ORDINANCES BY CHANGING ALL REFERENCES IN THE CODE FROM “SOUTH FLORIDA BUILDING CODE” TO “FLORIDA BUILDING CODE”; AMENDING SECTION 30-165 “GENERAL PROVISIONS” AND SECTION 30-167 “PROVISIONS FOR FLOOD HAZARD REDUCTION” OF ARTICLE IV “FLOODS” OF CHAPTER 30 “ENVIRONMENT” TO PROVIDE FOR INTERNAL CONSISTENCY AND UPDATED CROSS-REFERENCES; AMENDING ALL REFERENCES IN CHAPTER 31 “LAND DEVELOPMENT REGULATIONS” TO CHANGE THE REQUIREMENT OF AN “OWNERSHIP AND ENCUMBRANCE REPORT” TO AN “OPINION OF TITLE”; AMENDING SECTION 31-53 “AMENDMENTS TO THE COMPREHENSIVE**

PLAN” OF CHAPTER 31 “LAND DEVELOPMENT REGULATIONS” TO UPDATE A REFERENCE TO THE APPLICABLE SECTION OF THE FLORIDA STATUTES; AMENDING SECTION 31-79 “ADMINISTRATIVE SITE PLAN REVIEW” OF CHAPTER 31 “LAND DEVELOPMENT REGULATIONS” TO PROVIDE FOR TIME LIMITS TO COMPLETE THE PHASES OF DEVELOPMENT OF A PHASED SITE PLAN; AMENDING SECTION 31-171 “OFF-STREET PARKING AND LOADING STANDARDS” OF CHAPTER 31 “LAND DEVELOPMENT REGULATIONS” TO UPDATE THE PARKING STALL DIMENSION FIGURE AND TO ADD THE REQUIRED SIZE OF A PARALLEL PARKING SPACE; AMENDING SECTION 31-221, “LANDSCAPING REQUIREMENTS” TO UPDATE MINIMUM LANDSCAPE DESIGN STANDARDS FOR INTERIOR ISLANDS IN PARKING LOTS; AND AMENDING SECTION 31-239, “COMPLIANCE WITH COMPREHENSIVE PLAN” TO UPDATE THE LEVEL OF SERVICE STANDARDS FOR POTABLE WATER; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

- C. AN ORDINANCE OF THE CITY OF AVENTURA, FLORIDA CREATING DIVISION 6 “ART IN PUBLIC PLACES ADVISORY BOARD” OF ARTICLE III “ADVISORY BOARDS” OF CHAPTER 2 “ADMINISTRATION” OF THE CITY CODE OF THE CITY OF AVENTURA, FLORIDA; ESTABLISHING ADVISORY BOARD AND PROVIDING FOR ITS DUTIES AND RESPONSIBILITIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; PROVIDING FOR AN EFFECTIVE DATE**

9. RESOLUTIONS – PUBLIC HEARING: None.

11. REPORTS

12. PUBLIC COMMENTS

13. OTHER BUSINESS: None.

14. ADJOURNMENT

FUTURE MEETINGS

COMMISSION WORKSHOP	OCTOBER 18, 2012	9AM	5th FL. EX. CONFERENCE ROOM
COMMISSION MEETING	NOVEMBER 13, 2012	6PM	COMMISSION CHAMBER

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



**MINUTES
CITY COMMISSION MEETING
SEPTEMBER 4, 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 6:32 p.m. immediately following the 6 p.m. LPA meeting. Present were Commissioners Zev Auerbach, Bob Diamond, Billy Joel, Michael Stern, Luz Urbaz Weinberg, Mayor Gottlieb, City Manager Eric M. Soroka, City Clerk Teresa M. Soroka and City Attorney David M. Wolpin. Vice Mayor Teri Holzberg was absent due to illness. 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: None.

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

- A. The following minutes were approved:
 - July 10, 2012 Commission Meeting
 - July 19, 2012 Commission Budget Review Meeting
 - July 19, 2012 Workshop Meeting

- B. **Resolution No. 2012-37** was adopted as follows:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA URGING THE GOVERNOR AND THE STATE BOARD OF EDUCATION TO EXERT THEIR LEADERSHIP TO PAVE THE WAY FOR ADOPTION AND IMPLEMENTATION OF THE RECOMMENDATIONS OF THE COMMISSIONER'S TASK FORCE ON INCLUSION AND ACCOUNTABILITY; URGING THE FLORIDA DEPARTMENT OF EDUCATION TO MAINTAIN CURRENT TRAINING STANDARDS FOR READING TEACHERS OF ENGLISH LANGUAGE LEARNERS ("ELLs") IN FLORIDA'S PUBLIC SCHOOLS; DIRECTING THE CITY CLERK TO TRANSMIT A COPY OF THIS RESOLUTION TO THE GOVERNOR, SENATE PRESIDENT, THE SPEAKER OF THE FLORIDA HOUSE, TO THE CHAIR AND MEMBERS OF THE MIAMI-DADE COUNTY LEGISLATIVE DELEGATION, THE CHAIRPERSON OF THE STATE BOARD OF EDUCATION, THE COMMISSIONER OF EDUCATION, AND TO THE EXECUTIVE BOARD OF THE MIAMI-DADE COUNTY LEAGUE OF CITIES; PROVIDING FOR CONFLICTS;

PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

C. Resolution No. 2012-38 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. Resolution No. 2012-39 was adopted as follows:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA AUTHORIZING THE CITY MANAGER TO EXECUTE THE ATTACHED AGREEMENT BETWEEN THE CITY OF AVENTURA AND PERFORMING ARTS CENTER AUTHORITY FOR MANAGEMENT, PROGRAMMING AND OPERATIONAL SUPPORT SERVICES FOR THE AVENTURA ARTS & CULTURAL CENTER; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

E. The following motion was approved:

CITY COMMISSION, ACTING IN ITS CAPACITY AS THE GOVERNING BOARD FOR THE CITY OF AVENTURA CITY OF EXCELLENCE SCHOOL

MOTION TO ACCEPT FOR FILING THE SPECIAL PURPOSE FINANCIAL REPORT FOR THE AVENTURA CITY OF EXCELLENCE SCHOOL FOR THE FISCAL YEAR ENDED JUNE 30, 2012 AND TO ACCEPT FOR FILING THAT LETTER DATED AUGUST 20, 2012 ATTACHED AS ATTACHMENT 1

F. The following motion was approved:

CITY COMMISSION, ACTING IN ITS CAPACITY AS THE GOVERNING BOARD FOR THE AVENTURA CITY OF EXCELLENCE SCHOOL

**MOTION TO ACCEPT AVENTURA CITY OF EXCELLENCE SCHOOL
OUT-OF-FIELD WAIVERS AS OUTLINED IN THE CITY MANAGER'S
MEMORANDUM DATED AUGUST 21, 2012**

- 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. None.

7. ORDINANCES: FIRST READING/PUBLIC HEARING:

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

AN ORDINANCE OF THE CITY OF AVENTURA, FLORIDA PERTAINING TO USES PERMITTED AND DEVELOPMENT CRITERIA FOR DEVELOPMENT IN THE TOWN CENTER (TC1) ZONING DISTRICT; AMENDING SECTION 31-145(B) "TOWN CENTER ZONING DISTRICTS" OF ARTICLE VII "USE REGULATIONS" OF CHAPTER 31 "LAND DEVELOPMENT REGULATIONS" TO PERMIT A LIFESTYLE CENTER USE AS A PERMITTED USE IN THE TOWN CENTER (TC1) DISTRICT; PROVIDING FOR USE, DEVELOPMENT AND DESIGN STANDARDS FOR THE LIFESTYLE CENTER USE; PROVIDING FOR AMENDMENTS TO THE USES PERMITTED AND PROHIBITED WITHIN THE TOWN CENTER (TC1) ZONING DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

A motion for approval, 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 Commissioner Diamond. Mayor Gottlieb opened the public hearing. There being no speakers, the public hearing was closed. The motion for approval passed unanimously.

- B. Mr. Wolpin read the following ordinance by title:

AN ORDINANCE OF THE CITY OF AVENTURA, FLORIDA, AMENDING THE CODE OF ORDINANCES BY CHANGING ALL REFERENCES IN THE CODE FROM "SOUTH FLORIDA BUILDING CODE" TO "FLORIDA BUILDING CODE"; AMENDING SECTION 30-165 "GENERAL PROVISIONS" AND SECTION 30-167 "PROVISIONS FOR FLOOD HAZARD REDUCTION" OF ARTICLE IV "FLOODS" OF

CHAPTER 30 "ENVIRONMENT" TO PROVIDE FOR INTERNAL CONSISTENCY AND UPDATED CROSS-REFERENCES; AMENDING ALL REFERENCES IN CHAPTER 31 "LAND DEVELOPMENT REGULATIONS" TO CHANGE THE REQUIREMENT OF AN "OWNERSHIP AND ENCUMBRANCE REPORT" TO AN "OPINION OF TITLE"; AMENDING SECTION 31-53 "AMENDMENTS TO THE COMPREHENSIVE PLAN" OF CHAPTER 31 "LAND DEVELOPMENT REGULATIONS" TO UPDATE A REFERENCE TO THE APPLICABLE SECTION OF THE FLORIDA STATUTES; AMENDING SECTION 31-79 "ADMINISTRATIVE SITE PLAN REVIEW" OF CHAPTER 31 "LAND DEVELOPMENT REGULATIONS" TO PROVIDE FOR TIME LIMITS TO COMPLETE THE PHASES OF DEVELOPMENT OF A PHASED SITE PLAN; AMENDING SECTION 31-171 "OFF-STREET PARKING AND LOADING STANDARDS" OF CHAPTER 31 "LAND DEVELOPMENT REGULATIONS" TO UPDATE THE PARKING STALL DIMENSION FIGURE AND TO ADD THE REQUIRED SIZE OF A PARALLEL PARKING SPACE; AMENDING SECTION 31-221, "LANDSCAPING REQUIREMENTS" TO UPDATE MINIMUM LANDSCAPE DESIGN STANDARDS FOR INTERIOR ISLANDS IN PARKING LOTS; AND AMENDING SECTION 31-239, "COMPLIANCE WITH COMPREHENSIVE PLAN" TO UPDATE THE LEVEL OF SERVICE STANDARDS FOR POTABLE WATER; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

A motion for approval, 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 Joel and seconded by Commissioner Stern. Mayor Gottlieb opened the public hearing. There being no speakers, the public hearing was closed. The motion for approval passed unanimously.

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

AN ORDINANCE OF THE CITY OF AVENTURA, FLORIDA CREATING DIVISION 6 "ART IN PUBLIC PLACES ADVISORY BOARD" OF ARTICLE III "ADVISORY BOARDS" OF CHAPTER 2 "ADMINISTRATION" OF THE CITY CODE OF THE CITY OF AVENTURA, FLORIDA ; ESTABLISHING ADVISORY BOARD AND PROVIDING FOR ITS DUTIES AND RESPONSIBILITIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; PROVIDING FOR AN EFFECTIVE DATE

Mr. Soroka distributed a corrected copy of the proposed ordinance which included the changes made subsequent to the Workshop Meeting. A motion for approval 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.

8. ORDINANCES: SECOND READING/PUBLIC HEARING:

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

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.

A motion for approval was offered by Commissioner Weinberg and seconded by Commissioner Auerbach. Mayor Gottlieb opened the public hearing. Mickey Marrero, Esq., and Jim Fitzpatrick, representing the applicant, addressed the Commission. There being no further speakers, the public hearing was closed. The motion for approval passed 5-1 by roll call vote, with Commissioner Diamond voting no, and **Ordinance No. 2012-10** was enacted.

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

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.

A motion for approval was offered by Commissioner Joel, and seconded by Commissioner Diamond. Mayor Gottlieb opened the public hearing. Jonathan Evans, 7000 Island Blvd., addressed the Commission. There being no further speakers, the public hearing was closed. The motion for approval passed 4-2 by roll call vote, with Commissioner Stern and Mayor Gottlieb voting no, and **Ordinance No. 2012-11** was enacted.

9. **RESOLUTIONS – PUBLIC HEARING:** None.
10. **REPORTS:** As presented.
11. **PUBLIC COMMENTS:** County Court Judge Andrea Wolfson; Sheryl Lossos, 21394 Marina Cove Circle, Krop High School student; Mr. Evans.
12. **OTHER BUSINESS:** Mr. Wolpin requested Executive Sessions to be scheduled in the future regarding Masone v. City of Aventura and Burstyn v. City of Aventura, both red light camera litigation. Commission approved.
13. **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 7:37 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
SEPTEMBER 11, 2012 6 P.M.**

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

1. **CALL TO ORDER/ROLL CALL:** The meeting was called to order at 6:01 p.m. by Mayor Susan Gottlieb. Present were Commissioners Zev Auerbach, Billy Joel, Michael Stern, Luz Urbáez Weinberg (arrived after item 3-A), Mayor Gottlieb, City Manager Eric M. Soroka, City Clerk Teresa M. Soroka and City Attorney David M. Wolpin. Commissioner Bob Diamond and Vice Mayor Teri Holzberg were absent. As a quorum was determined to be present, the meeting commenced.
2. **PLEDGE OF ALLEGIANCE:** Led by Jordan and Ryan Stern.
3. **PUBLIC HEARINGS: ORDINANCES: FIRST READING/PUBLIC INPUT - 2012/2013 BUDGET**

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

AN ORDINANCE OF THE CITY OF AVENTURA, FLORIDA, ESTABLISHING AND ADOPTING THE CITY OF AVENTURA AD VALOREM TAX OPERATING MILLAGE LEVY RATE AT 1.7261 MILS PER THOUSAND DOLLARS OF TAXABLE ASSESSED PROPERTY VALUE, WHICH IS 6.71% ABOVE THE ROLLED BACK RATE COMPUTED PURSUANT TO STATE LAW, FOR THE 2012 TAX YEAR; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

A motion for approval was offered by Commissioner Joel and seconded by Commissioner Auerbach. Mr. Soroka noted that this is the same tax rate as last year and the City once again will have the lowest tax rate in Miami-Dade County. There has been no tax increase for the 17th year in a row. Mayor Gottlieb opened the public hearing. Howard Weinberg, Parc Central, addressed the Commission. There being no further speakers, the public hearing was closed. The motion for approval passed unanimously by roll call vote.

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

AN ORDINANCE OF THE CITY OF AVENTURA, FLORIDA, ADOPTING THE ATTACHED TENTATIVE OPERATING AND CAPITAL BUDGET, AS REVIEWED AND APPROVED BY CITY COMMISSION AT THE REVIEW MEETING HELD ON JULY 19, 2012, AS THE CITY OF AVENTURA FINAL BUDGET FOR THE 2012/2013 FISCAL YEAR, PURSUANT TO SECTION 4.05 OF THE CITY CHARTER; AUTHORIZING EXPENDITURE OF FUNDS ESTABLISHED BY THE BUDGET; PROVIDING FOR BUDGETARY CONTROL; PROVIDING

FOR PERSONNEL AUTHORIZATION; PROVIDING FOR GIFTS AND GRANTS; PROVIDING FOR AMENDMENTS; PROVIDING FOR PROCEDURES REGARDING ENCUMBRANCES AND THE RE-APPROPRIATION OF UNEXPENDED CAPITAL APPROPRIATIONS; ESTABLISHING THE COMMITTED FUND BALANCE FOR CAPITAL RESERVE; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

A motion for approval was offered by Commissioner Stern, and seconded by Commissioner Weinberg. Mr. Soroka advised that the total budget for FY 2012-13 is \$53 million. Mayor Gottlieb opened the public hearing. Rosa Naccarato, Admirals Port, addressed the Commission. There being no further speakers, the public hearing was closed. The motion for approval passed unanimously by roll call vote.

Mayor Gottlieb announced that the second budget public hearing is scheduled for September 19, 2012 at 6 p.m.

Mayor Gottlieb requested a moment of silence for the victims of September 11, 2001.

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 6:08 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
SEPTEMBER 19, 2012 6 P.M.**

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

1. **CALL TO ORDER/ROLL CALL:** The meeting was called to order at 6 p.m. by Mayor Susan Gottlieb. Present were Commissioners Zev Auerbach, Billy Joel, Michael Stern, Luz Urbáez Weinberg, Mayor Gottlieb, City Manager Eric M. Soroka, and City Clerk Teresa M. Soroka. Commissioner Bob Diamond, Vice Mayor Teri Holzberg and City Attorney David M. Wolpin were absent. As a quorum was determined to be present, the meeting commenced.
2. **PLEDGE OF ALLEGIANCE:** Led by Enbar Cohen, Rosa Naccarato and Howard Weinberg.
3. **PUBLIC HEARINGS: ORDINANCES: SECOND READING/PUBLIC HEARING-2012/2013 BUDGET**

A. Ms. Soroka read the following ordinance by title:

AN ORDINANCE OF THE CITY OF AVENTURA, FLORIDA, ESTABLISHING AND ADOPTING THE CITY OF AVENTURA AD VALOREM TAX OPERATING MILLAGE LEVY RATE AT 1.7261 MILS PER THOUSAND DOLLARS OF TAXABLE ASSESSED PROPERTY VALUE, WHICH IS 6.71% ABOVE THE ROLLED BACK RATE COMPUTED PURSUANT TO STATE LAW, FOR THE 2012 TAX YEAR; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

A motion for approval was offered by Commissioner Joel and seconded by Commissioner Stern. Mayor Gottlieb noted that this is the same tax rate as last year and the City once again will have the lowest tax rate in Miami-Dade and Broward Counties. There has been no tax increase for the 17th year in a row. 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. 2012-12** was enacted.

B. Ms. Soroka read the following ordinance by title:

AN ORDINANCE OF THE CITY OF AVENTURA, FLORIDA, ADOPTING THE ATTACHED TENTATIVE OPERATING AND CAPITAL BUDGET, AS REVIEWED AND APPROVED BY CITY COMMISSION AT THE REVIEW MEETING HELD ON JULY 19, 2012, AS THE CITY OF AVENTURA FINAL BUDGET FOR THE 2012/2013 FISCAL YEAR, PURSUANT TO SECTION 4.05 OF THE CITY CHARTER; AUTHORIZING EXPENDITURE OF FUNDS ESTABLISHED BY THE

BUDGET; PROVIDING FOR BUDGETARY CONTROL; PROVIDING FOR PERSONNEL AUTHORIZATION; PROVIDING FOR GIFTS AND GRANTS; PROVIDING FOR AMENDMENTS; PROVIDING FOR PROCEDURES REGARDING ENCUMBRANCES AND THE RE-APPROPRIATION OF UNEXPENDED CAPITAL APPROPRIATIONS; ESTABLISHING THE COMMITTED FUND BALANCE FOR CAPITAL RESERVE; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

A motion for approval was offered by Commissioner Weinberg, and seconded by Commissioner Joel. 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. 2012-13** 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 6:08 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
WORKSHOP MEETING
SEPTEMBER 20, 2012 9am**

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

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

- 1. SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY SHUTTLE BUS SERVICE (City Manager):** Mr. Zahn, representing the South Florida Regional Planning Authority, presented a proposal for a two-year demonstration project tri-rail shuttle to service Aventura and requested funding from the City in the amount of \$85,000/annually.

CITY MANAGER SUMMARY: Consensus that surveys regarding ridership, including the hospital, and additional factual data be presented to the Commission prior to further discussion.

- 2. CITY COMMISSION, ACTING IN ITS CAPACITY AS THE GOVERNING BOARD FOR THE CITY OF AVENTURA CITY OF EXCELLENCE SCHOOL – ACES SCHOOL IMPROVEMENT PLAN (City Manager):** Principal Julie Alm presented the Improvement Plan.

CITY MANAGER SUMMARY: Consensus to proceed with adoption at next Commission meeting.

Mayor Gottlieb discussed issuing a letter from the City Commission explaining the facts regarding a Charter High School in response to the grass roots petition circulating in the City. Consensus to proceed with letter, print in City's newsletter, email to school parents and to those who have signed the grassroots petition and distribute in additional media to residents in the City.

- 3. ADJOURNMENT:** There being no further business to come before the Commission at this time, the meeting adjourned at 10:30 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: September 5, 2012

SUBJECT: **Resolution Declaring Equipment Surplus**

October 2, 2012 Commission Meeting Agenda Item 5-B

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 2nd day of October, 2012.

SUSAN GOTTLIEB, MAYOR

ATTEST:

TERESA M. SOROKA, MMC
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

CITY ATTORNEY

CITY OF AVENTURA

COMMUNITY SERVICES DEPARTMENT

MEMORANDUM

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

FROM: Robert M. Sherman, Director of Community Services

DATE: September 4, 2012

SUBJECT: **Surplus Property**



Recommendation:

The City Manager approves declaring the following City property as surplus.

2007 EZGO Gas Powered Golf Cart Serial No. EGO514-492118

Background:

This vehicle has become inadequate for department purposes and has been replaced by an electric multi-purpose vehicle that is suitable for both off and on road use.

RMS/gf

RMS12019

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

TO: Eric M. Soroka, City Manager
FROM: ~~Steven Steinberg~~, Chief of Police
DATE: 18 September 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:

Year/Make	VIN
2006 Dodge	2B3KA43G06H362549
2006 CV	2FAFP71W66X138479
2006 CV	2FAFP71W46X138478
2000 EZ-Go Gulf Cart	1378409
2005 CV	2FAFP71WX5X132554
2005 CV	2FAFP71W45X152007
2005 CV	2FAFP71W25X132550
2004 CV	2FAFP71W94X124735

CV = Ford Crown Victoria.

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

TO: Eric M. Soroka, City Manager

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

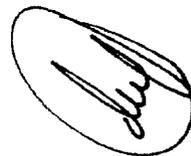
DATE: 19 September 2012

SUBJECT: Surplus Property

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

See attached list of nine (9) Glock handguns to be surplused for trade in. It is requested that these firearms be traded to a licensed Firearms Dealer who would supply this agency with new Glock 21SF pistols that are used for APD officers. The exact amount of Glock 21SF pistols to be received is unknown at this time.

Quotes will be obtained from several licensed firearm dealers.



CITY OF AVENTURA

POLICE DEPARTMENT

MEMORANDUM

TO: Commander Fogelgren

FROM: Lt. Labombarda 

SUBJECT: Surplus Property - Glock 22

Date: September 18, 2012

Commander,

Request to surplus the following weapons as they are no longer in service for our agency:

- Glock 22 FCL914US
- Glock 22 FCL915US
- Glock 22 FCL917US
- Glock 22 FCL918US
- Glock 22 FXS220
- Glock 22 GCD272
- Glock 22 GCD273
- Glock 22 GEP943
- Glock 22 GEP944

CITY OF AVENTURA

INFORMATION TECHNOLOGY DEPARTMENT

MEMORANDUM

TO: Eric M. Soroka, City Manager
FROM: Karen J. Lanke, Information Technology Director
DATE: September 19, 2012
SUBJECT: Surplus Computer Equipment

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

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

Attachment

City of Aventura
Computer Equipment Inventory

Exhibit A

Asset Tag	Brand	Model	Qty	Serial Number	Type
	DELL	OPTIPLEX 620	1	1XFH1B1	DESKTOP
	DELL	OPTIPLEX 620	1	44X5WB1	DESKTOP
2719	DELL	OPTIPLEX 620	1	5GF8QB1	DESKTOP
2722	DELL	OPTIPLEX 620	1	8JF8QB1	DESKTOP
2687	DELL	OPTIPLEX 620	1	BN4V5B1	DESKTOP
2734	DELL	OPTIPLEX 620	1	CWFH1B1	DESKTOP
	DELL	OPTIPLEX 620	1	FMBLV71	DESKTOP
	DELL	OPTIPLEX 755	1	5Q1DDF1	DESKTOP
	DELL	OPTIPLEX 755	1	78CVCH1	DESKTOP
	DELL	OPTIPLEX 755	1	BYDRXF1	DESKTOP
	DELL	OPTIPLEX 755	1	GKVK2H1	DESKTOP
	DELL	OPTIPLEX 760	1	8RV4WK1	DESKTOP
	DAYTON	OFFICE FAN	1	1ANZ7A	FAN
	DELL	LATITUDE D600	1	GV8PF51	LAPTOP
	DELL	LATITUDE D610	1	DWTL5B1	LAPTOP
	DELL	LATITUDE D630	1	2DONGH1	LAPTOP
	DELL	LATITUDE D630	1	3VJOWD1	LAPTOP
	DELL	1707FPT	1	CN-OCC280-71618-64H-BB64	MONITOR
	DELL	1707FPT	1	CN-OCC280-71618-64J-BFZJ	MONITOR
	DELL	1707FPT	1	CN-OCC280-71618-672-BE2W	MONITOR
	DELL	1707FPT	1	CN-OPM372-72872-73F-OPUL	MONITOR
	DELL	1707FPT	1	CN-OPM372-72872-74A-2LKI	MONITOR
	DELL	1707FPT	1	CN-OPM372-72872-74H-OMPI	MONITOR
	DELL	1708FPT	1	CN-OGT780-71618-78E-B138	MONITOR
	BLACKBERRY	7100	1	10000113375200	PHONE
	BLACKBERRY	8330	1	7600671383	PHONE
	BLACKBERRY	8830	1	7615704555	PHONE
	BLACKBERRY	8830	1	7615704555	PHONE
	BLACKBERRY	9630	1	80096870	PHONE
	BLACKBERRY	9630	1	800E886C	PHONE
	HTC		1	270113178313596000	PHONE
	LG	VX5200	1	606KPHG4B50609	PHONE
	Motorola	DROID X	1	A0000022BE9557	PHONE
	Motorola	Moto Q	1	2704594061	PHONE
	Motorola	Moto Q II	1	2712665527	PHONE
	Motorola	Moto Q II	1	268435456211598000	PHONE
	Motorola	Moto Q II	1	268435457403131000	PHONE
	Motorola	V325i	1	2000681393	PHONE
	Motorola	V325i	1	2013130626	PHONE
	Motorola	V325i	1	2013130644	PHONE
	Motorola	V325i	1	2711633708	PHONE
	Motorola	V325i	1	2711635784	PHONE
	Motorola	V325i	1	2711641757	PHONE
	Motorola	V325i	1	2711668959	PHONE
	PALM	TREO 700	1	5463618758	PHONE
	PALM	TREO 701	1	5403103293	PHONE
	POLYCOM	V500	1	03EABF	PHONE
	AFICIO	CL7000	1	P9630400190	PRINTER
	HP	COLOR LASERJET CMS2320NF	1	CND999FNGJ	PRINTER
	HP	DESKJET 6910	1	MY44Q3B119	PRINTER
	HP	DESKJET 6940	1	MY6387R0K1	PRINTER
	HP	DESKJET 6940	1	MY65G7R043	PRINTER
	HP	DESKJET 6940	1	MY73F9R3XM	PRINTER
	HP	DESKJET 9800	1	MY55E11025	PRINTER
	HP	PHOTOSMART 2710	1	MY52GMROV2	PRINTER
848	SONY	VIDEO PRINTER UP-2100SD	1	10525	PRINTER
	ZEBRA	RW420	1	XXRC05-17-5277	PRINTER
	ZEBRA	RW420	1	XXRC08-41-5419	PRINTER

**City of Aventura
Computer Equipment Inventory**

Exhibit A

Asset Tag	Brand	Model	Qty	Serial Number	Type
	ZEBRA	RW420	1	XXRC08-41-5420	PRINTER
	ZEBRA	RW420	1	XXRC09-26-0147	PRINTER
1249	CANON	LASERCLASS 9000L	1	UYS 49579	PRINTER / FAX
	RCA	DIRECTTV RECEIVER	1	120478166	TV BOX
	APC	BACKUP CS500	1		UPS
	APC	BACKUPS 1500	3	REPLACEMENT BATTERY	UPS
	APC	BACKUPS 1500	1		UPS
	APC	BACKUPS OFFICE500	1		UPS
	APC	BACKUPS PRO500	2		UPS
	APC	BACKUPS RS800	14		UPS
	Miscellaneous	Miscellaneous Cables	1		

2

CITY OF AVENTURA

POLICE DEPARTMENT

MEMORANDUM

TO: Commander Fogelgren

FROM: Lt. Labombarda



SUBJECT: Surplus Property - Chairs

Date: September 24, 2012

Commander,

Request to surplus the following chairs so they can be donated or disposed up.

(14) Fourteen Academia Student Chairs Model # 128

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

TO: Eric M. Soroka, City Manager

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

DATE: 24 September 2012

SUBJECT: Surplus Property

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

See attached list: 14 Academia Student chairs, model 128. Upon approval request to be allowed to donate these chairs to a local charity.

CITY OF AVENTURA
OFFICE OF THE CITY MANAGER

MEMORANDUM

TO: City Commission

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

DATE: September 11, 2012

SUBJECT: **Disbursement of Police Forfeiture Funds**

October 2, 2012 City Commission Meeting Agenda Item 5-4

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 \$26,500 for crime prevention programs, equipment and crime prevention scholarship from the Police Federal Forfeiture Funds in accordance with the City Manager's memorandum."

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

EMS/act

Attachment

CCO1783-12

CITY OF AVENTURA
POLICE DEPARTMENT
INTER OFFICE MEMORANDUM

TO: Eric M. Soroka, City Manager
FROM: ~~Eric M. Soroka, City Manager~~
Steven Steinberg, Chief of Police
DATE: 11 September 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:

Crime Prevention programs, equipment and training	\$19,000
Crime Prevention Scholarship	\$7,500
Total Expenditure Request:	\$26,500

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

Crime Prevention equipment, programs and training - This is a request to spend up to \$19,000 of forfeiture funds to fund our departmental Crime Prevention unit. Funds will be used for crime prevention programs, equipment and training for the upcoming FY 2012-2013. All expenses for FY 2012 – 2013 for the Crime Prevention unit will come out of these approved funds in lieu of the Operating budget or CIP budget.

In this budget year approximately \$9,000 of the allotted LETF funds will be used to purchase a new PC Police Car. PC the Police Car is a large remote controlled car that Ernie Long uses at many, many functions throughout the year. The old PC car is approximately 10 to 12 years old and needs to be replaced.

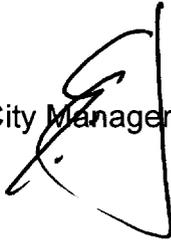
Crime Prevention Scholarship: A donation in the amount of \$7,500 to the Florida International University - First Generation Scholarship Fund specifically for Aventura residents. This combined with matching funds from the state will provide scholarships to FIU students who are Aventura residents and will be the first generation in a family to attain a college degree. This program will serve to enhance crime prevention by facilitating educational and employment opportunities that would otherwise not exist, by providing tuition assistance to students with limited financial means who come from families with no prior benefit of higher education.

CITY OF AVENTURA

OFFICE OF THE CITY MANAGER

MEMORANDUM

TO: City Commission

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

DATE: September 11, 2012

SUBJECT: **Resolution Selecting Firm to Perform Building and Plan Review Services, ISQ #12-08-27-2**

October 2, 2012 City Commission Meeting Agenda Item 5-D

RECOMMENDATION

It is recommended that the City Commission adopt the attached Resolution which selects the firm of CAP Government to perform building and plan review services in accordance with ISQ #12-08-27-2.

BACKGROUND

CAP Government has been performing our building and plan inspection services for the City since November 1996 when the City took over this function from the County. Their current contract for services expires on November 1, 2012.

An ISQ (Invitation to Submit Qualifications) was prepared to solicit firms to submit qualifications pursuant to the City's purchasing procedures.

The following firms submitted proposals by the opening date of August 27, 2012.

1. CAP Government
2. M.T. Causley, Inc.
3. Bermello-Ajamil & Partners, Inc.
4. NOVA Engineering & Environmental
5. Atkins
6. MEP Structural Engineering & Inspections, Inc.

A Review Committee consisting of the Community Development Director, Finance Director and City Manager reviewed the proposals and developed the following shortlist to interview firms:

1. CAP Government
2. M.T. Causley, Inc.
3. Bermello-Ajamil & Partners, Inc.

On September 5, 2012, the Review Committee met to interview the candidates. Based on the presentations and interview process, the Review Committee recommends the firm of CAP Government. The firms were ranked as follows:

1. CAP Government
2. M.T. Causley, Inc.
3. Bermello-Ajamil & Partners, Inc.

CAP Government has been performing the building and plan review services since 1996 and has demonstrated the ability to perform those services in a satisfactory and timely manner. The other firms did not demonstrate a long-term history of providing comparable services to cities similar in size and building structures.

Based on the foregoing, it is recommended CAP Government be selected to perform the services requested in ISQ 12-08-27-2. The resolution authorizes the City Manager to negotiate a contract which will be presented to the City Commission at a future meeting.

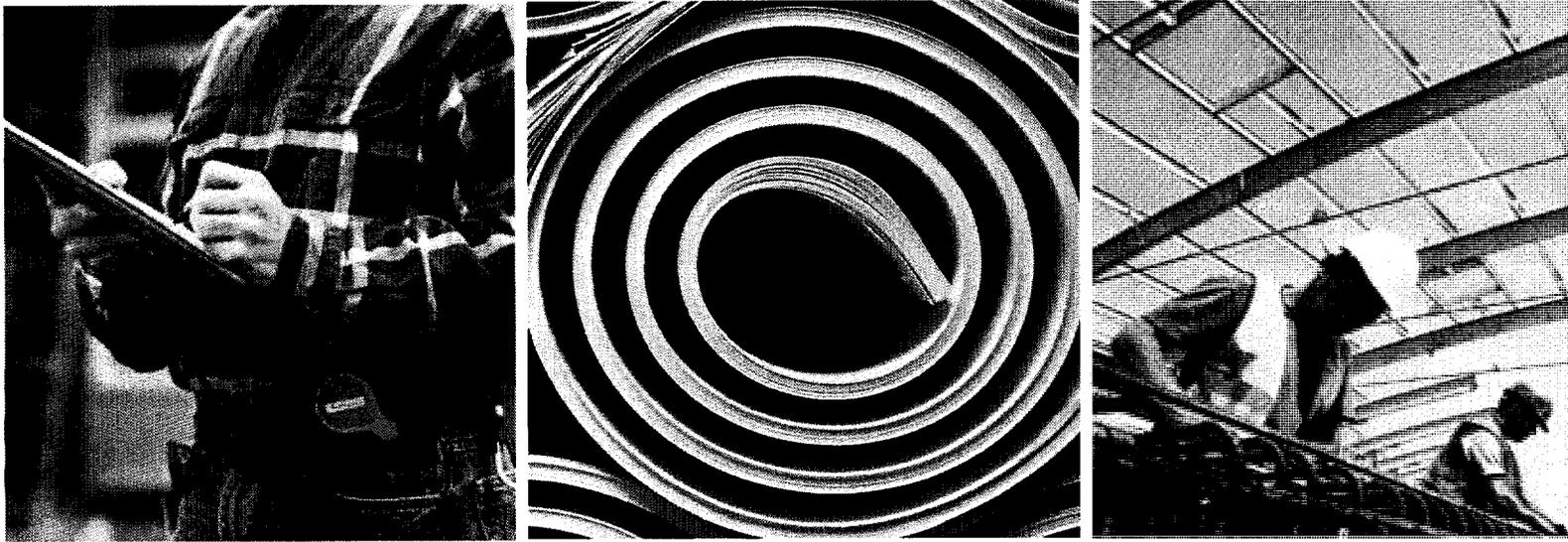
If you have any questions, please feel free to contact me.

EMS/act

Attachment

CCO1784-12

Building Inspection and Plan Review Services



1504-12-18-27-2

Submitted to:

Submitted by:



cap government

TAB 1: TITLE PAGE

RFP Subject

Building Inspection and Plan Review Professional Consulting Services

RFP Number

ISQ # 12-08-27-2

RFP Date

Monday, August 27, 2012 at 2:00 pm

Firm Name

C.A.P. Government, Inc.

Firm Contact

Carlos A. Penin, PE, President
8350 Northwest 52 Terrace
Suite 209
Doral, Florida 33166
Cell: 305.458.6000
Office: 305.448.1711 ext. 14
Fax: 305.448.1712

**CAP Government,
Inc. looks forward
to the opportunity
to continue
providing Building
Department and
Plan Review
Services to the
City of Aventura.**

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**ISQ # 12-08-
27-2: Building
Inspection and
Plan Review
Professional
Consulting
Services**

TAB 3: TRANSMITTAL LETTER



August 27, 2012

City of Aventura
Office of the City Manager
19200 West Country Club Drive, 5th Floor
Aventura, Florida 33180-2403
Attn: Ms. Indra K. Sarju, Purchasing Agent

**RE: Building Inspection and Plan Review Professional Consulting Services for the City of Aventura
ISQ # 12-08-27-2**

Dear Selection Committee:

C.A.P. Government, Inc. (CAP) is proud to respond to the City of Aventura's (City) request for proposals to provide building inspection and plan review services for the City's Building Department. As a long-standing City business partner, we thoroughly understand the goals, policies and procedures, philosophy, and culture of the City of Aventura. More importantly, as the current provider of these services for the last 15 years, CAP thoroughly understands the scope of services and is confident that we can continue to meet and exceed your needs. We are excited to have the opportunity to continue serving the City in this capacity and look forward to extending our term of engagement. CAP confirms that this proposal is a firm and irrevocable offer for one hundred twenty (120) days after the submission date.

FIRM OVERVIEW

Our company was founded in 1989 as a corporation in the State of Florida and in August of 1992 began providing building plans review and inspection services to the Village of Key Biscayne. **In 1995, soon after the City incorporated, we began serving the City of Aventura and have continuously to date—more than 16 years of service.** We have grown our company since then and currently serve multiple cities and educational institutions. Our staff is fully qualified and licensed to provide building department services according to the State of Florida Department of Business and Professional Regulation and the Miami-Dade County Board of Rules and Appeals (BORA). All services will be performed in compliance with the requirements of the Florida Statutes. CAP's staff has the ability to administer building department services and effectively set and execute priority assignments.

RELEVANT EXPERIENCE

CAP has served as the premier provider of building department services in South Florida for more than 20 years. Having worked with more than two dozen municipalities and educational clients including school boards, colleges, and universities, we understand that expedient and reliable building inspection and permitting services are vital components of a successful building department. As evidenced by our uninterrupted history of service to our clients, we promise and deliver efficient, reliable, and quality solutions. As an extension of our client's staff, we strive to uphold and protect the integrity of building departments through professional and courteous customer service.

8350 NW 52nd Terrace • Suite 209 • Doral, FL 33166
305.448.1711 • 305.448.1712 Fax

3-1

cap government

August 27, 2012
City of Aventura
RE: ISQ # 12-08-27-2
City of Aventura - Building Inspection and Plan Review Services
Page 2 of 2

In the fulfillment of our obligations to cities, residents, and stakeholders, CAP is mindful of its continued responsibility to coordinate services with state, local, and federal agencies to provide competent and professional service. **CAP is committed to meeting the thresholds established in this RFP and providing the services outlined in the Scope of Services.**

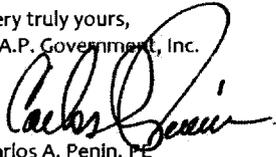
SUMMARY OF QUALIFICATIONS

We are confident that you will find our experience providing building department services complements the City's philosophy related to service and customer satisfaction. As you review our proposal package, we call to your attention the following points that we believe make CAP the right choice to continue providing these services for the City of Aventura. **Outsourcing Building Department services is what we do:**

- **Qualifications.** CAP has a successful record of superior performance of services similar to those required by this RFP including work for the cities of Cutler Bay, North Miami, North Miami Beach, El Portal, Opa-Locka, Miami Beach, Fort Lauderdale, Weston, and Southwest Ranches among many others. ***If selected, CAP staff is in place and ready to continue serving the City of Aventura.***
- **Staff Experience.** CAP has more than 80 employees available to provide building plans review and inspections services to the City. Our staff includes engineers, plans reviewers, and inspectors with building department experience. ***CAP staff is trained and well-versed in the City of Aventura's operations and procedures. Our staff and the City's staff have worked together so long that the services are seamless.***
- **Location.** CAP has offices throughout South Florida and can dispatch staff from a variety of regional hubs. ***As the current provider, our services and staff are housed and managed within the City of Aventura's Building Department.***
- **Quality Control.** CAP's well-organized quality control procedures facilitate the delivery of the highest level of service to our clients. ***Customer satisfaction is a testament to the effectiveness of CAP's procedures. Please refer to a customer service survey conducted recently that shows high marks in all customer service benchmarks.***

C.A.P. Government, Inc. looks forward to continue providing building department services to the City of Aventura and serving as an extension of the City's staff. Should you require any additional information, please do not hesitate to contact me at 305.458.6000.

Very truly yours,
C.A.P. Government, Inc.


Carlos A. Penin, PE
President

TAB 4: TECHNICAL PROPOSAL

Firm Profile

Established in 1989 by President Carlos A. Penin, PE, C.A.P. Government, Inc. (CAP) has served municipal and educational building departments for 23 years. Services range from full, supplemental, and expedited building department services and are tailored to meet specific client needs. **The firm is dedicated to providing services exclusively to government entities. Thus, CAP does not have any potential conflicts of interest that would hamper our ability to serve the City of Aventura.**

In 1992, CAP began providing plans review and inspection services to local municipalities. Beginning with the Village of Key Biscayne, CAP's pioneering efforts and commitment to customer service contributed to its growth. CAP's involvement in building department operations have been proven to improve efficiency within existing departments, aid in the creation of entirely new departments in various cities and towns, and facilitate the successful transition of services within established building departments to the outsourced method.

As a testament to the level of service provided, CAP has been consistently recognized as the leading provider of building department services by public agencies in Florida. Over the last **23 years, CAP has provided uninterrupted service to many municipalities including the City of Aventura**, Town of Cutler Bay, Village of El Portal, City of Weston, Town of Southwest Ranches, and City of Fort Lauderdale. Many of CAP's clients are repeat customers whose **contracts have been active for at least five years, with some spanning as long as 16 years, such as the City of Aventura.**

The firm's reputation for professional management of building department operations has contributed to its growth. Today, CAP employs more than 80 local, professional staff and has multiple offices across South Florida. The firm's commitment to excellence includes the guarantee that plans review and inspection services comply with the Florida Statutes Chapter's 455, 468, 471, 481, 489, and 553 as well as the Florida Building Code (FBC) including the Miami-Dade County High-Velocity Zone and City Amendments.

CAP's expertise includes performing plans review and inspections for all trades identified below. The CAP staff dedicated to building department services ensures that all work complies with established client protocol; FBC; and all other local, state, and federal laws. All employees are certified by the State of Florida Department of Business and Professional Regulation and the Miami-Dade County Board of Rules and Appeals (BORA). Additionally, CAP sponsors employees when additional certifications are necessary to meet client needs. CAP's staff also includes professional engineers registered with the State of Florida whose training includes technical expertise in various engineering disciplines.

Structural
Mechanical
Electrical
Plumbing

Roofing
Building
Code Enforcement
Zoning

**We have been
with the City
of Aventura's
Building
Department
since its
incorporation
16 years ago.**

4-1

Location

CAP proposes to continue coordinating and processing all project tasks and deliverables from within the City's Building Department. CAP also has operations located throughout Miami-Dade and Broward County. This facilitates the allocation of resources where they are required as needs arise. For example, we can easily dispatch staff from one of our operational hubs to meet increased workload at a moment's notice.

In the case of Aventura, we would be able to easily assign staff from either North Miami, North Miami Beach, or El Portal as all are within a 5 mile radius from the City.

Experience and Expertise

After a careful review of the RFP, CAP is confident that we can continue to meet the needs of the City of Aventura. we are performing these services now.

CAP's experience performing building department services that adhere to local and state regulations is significant and proven. The team proposed for this project possesses the required knowledge and expertise to successfully meet the goals of the City. From meeting milestones and monitoring project progress to the use of innovative technology, CAP's method involves firmwide resources to meet client needs.

In Miami-Dade County, we are second to none, our firsthand experience with projects similar in nature and scope to the services requested in this proposal are identified in the following pages. Our team remains abreast of FBC updates and requirements to provide our clients with the expected level of quality service. Our experience with the FBC has evolved with the transition from the various editions of the South Florida Building Code and in the aftermath of Hurricane Andrew. Being a Florida-based firm, we are particularly familiar with the new FBC and the High Velocity Hurricane Zone (HVHZ) provisions.

We take pride in our reputation for successfully serving municipal and educational building departments for more than 23 years. All members of our more than 80-person team are 100-percent committed to complete assignments in accordance with the requirements of the contract while maintaining a high-level of quality and technical accuracy.

Our proposed project team is currently providing Building Department services for the City. CAP has served as the technical component of the City's staff since 1995 and will continue to support the City in all permitting related responsibilities upon reselection.

Local agencies, including Aventura, rely on CAP to consistently provide excellent customer service on their behalf.

Overview of Services

CAP understands that the firm selected must have the staff and experience to meet the minimum requirements set forth in the RFP. The following descriptions provide an overview of our core services and demonstrate how CAP is positioned to continue to provide the services needed by the City of Aventura.

Plans Review

CAP's staff have extensive experience providing plans review services for municipal and educational clients in Miami-Dade County. The firm's capabilities are reinforced through our staff's familiarity with the FBC as well as local ordinances and practices.

We have a proven plan review process that helps ensure compliance with various codes, ordinances, and requirements. Upon receipt, our staff reviews plans for compliance with the site plan, project conditions of approval, and all applicable codes and ordinances. If corrections are required, staff will contact the necessary party to inform them of the outcome of the review. Once plans are resubmitted and approved, the appropriate permit(s) are issued. Plans reviews are conducted by professionals certified in the respective trade under review. CAP commits to turning plans around within the thresholds established by our clients.

Inspection

CAP has been performing inspection services since its inception. The firm and its employees understand the critical importance of this aspect of construction and conduct required inspections to ensure compliance with the FBC. Further, all staff are responsible for verifying that construction activities are being carried out in a safe working environment. Comprehensive field inspections are performed by certified building inspection staff on a timely basis per the established client thresholds.

Emergency Operations

CAP is aware of the devastating effects that natural disasters like hurricanes can have on a community. Our senior, technical, and administrative staff have the experience, hands-on knowledge, and training to work with the City before, during, and after a natural disaster. We stand ready to work with the City, community, and emergency response teams during these events. If required, we will commit to assigning any one of our certified Building Officials to preside over operations at the City's main fire station during a hurricane event.

Our staff has provided these services to various clients over the last 23 years and successfully mitigated potentially dangerous situations through the provision of our services. Prior to the commencement of hurricane season, CAP may present the City with a disaster preparation and recovery plan. Activities identified within the plan may include visiting job sites to ensure that all materials present comply with safety rules and regulations, describing policies to contractors, and working with the City in the days and hours after an event to assess the extent of damage.

In 2005, after Hurricane Wilma our staff, together with the City's Emergency Management team, performed damage assessment on all of the affected properties. We were involved in the subsequent rebuilding effort tackling many challenging situations.

CAP has the technical background and resources necessary to provide the services requested by the City of

In addition to the specific requirements detailed in the RFP, CAP has identified several factors that we believe set us apart from the competition and enhance our ability to serve the City as well as its residents, stakeholders, staff, and elected officials.

Coordination on Special Projects

Over the years, CAP has worked with clients on a variety of special projects ranging from the implementation of new software systems, expediting permits associated with Community Redevelopment Agency (CRA) projects, engineering assistance on public works projects, and historical preservation projects to protect City resources and character. We understand that project success requires well-planned and properly coordinated oversight from management as well as a commitment to excellence at all staff levels. CAP's staff have been carefully selected to ensure that we deliver the results our clients expect.

The CAP team has an abundance of resources readily available and committed to client service. These resources include professional engineers who are prepared to provide engineering plans reviews for projects outside the realm of typical building department work including drainage, water and sewer, roadway work, and other public works projects during the course of the FBC plans review process. CAP can provide services of this nature on an as-needed basis as part of our responsibilities and scope of service.

Proven Customer Satisfaction

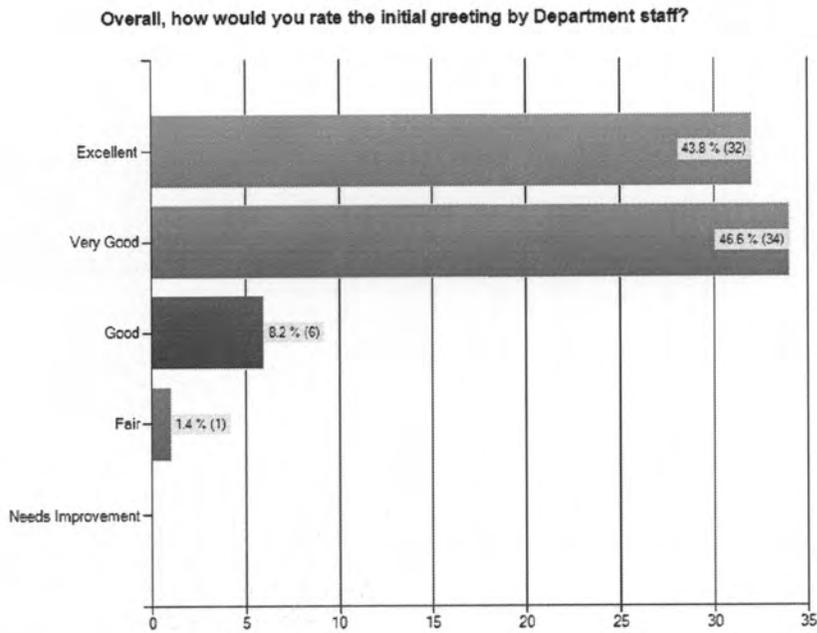
As previously stated, CAP is dedicated to ensuring that all staff is providing exceptional customer service. As representatives for our clients, we strive for excellence and 100-percent customer satisfaction. To measure our progress and stay ahead of any potential operational deficiencies, we have implemented a customer satisfaction survey program. These brief surveys were designed to measure satisfaction at each phase of the permitting process and are tailored for each client's unique organizational structure. The ultimate goal is to identify any areas that require attention and to gauge what is working well. Results are weighed and analyzed to continuously improve the service provided by CAP and establish successful permitting process models to offer our clients.

Over a one-week period, CAP was able to survey 74 building department users. Surveys were conducted on-site where users were provided with the option of completing the survey using an iPad or filling out a manual survey. The surveys conducted at the City of Aventura revealed the following results:

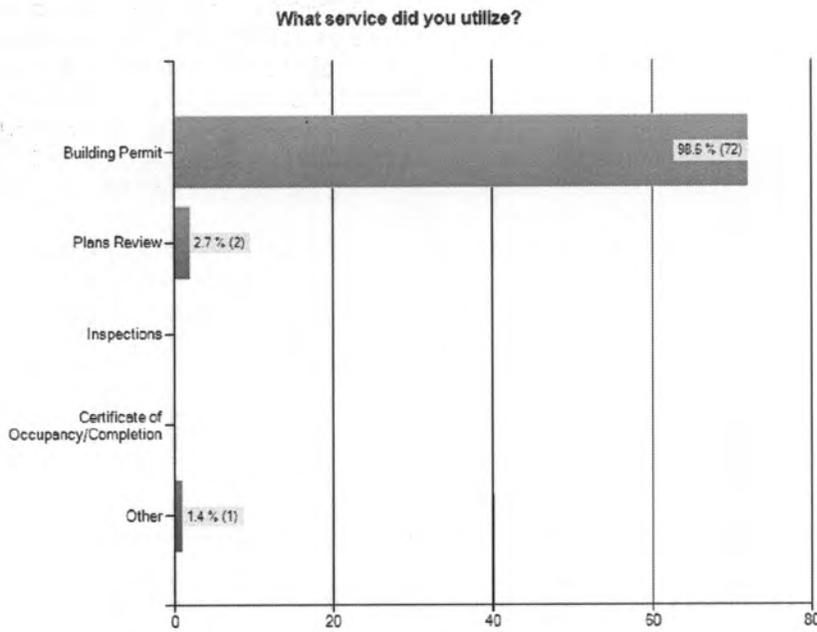
- 68% of the users surveyed were Contractors
- 79.5% were frequent or occasional users of the Department

The following pages provide an overview of the results generated from the surveys. A more detailed and comprehensive analysis can be generated upon request.

We have implemented survey program aimed at measuring customer satisfaction with our services.

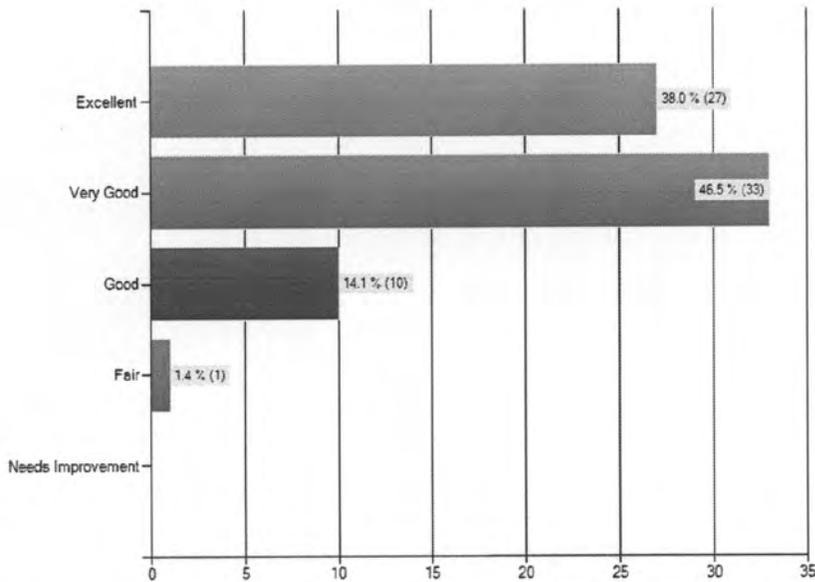


Of the individuals surveyed, 66 of 73 (90.4%) responded that the initial greeting by Department staff was either excellent or very good.



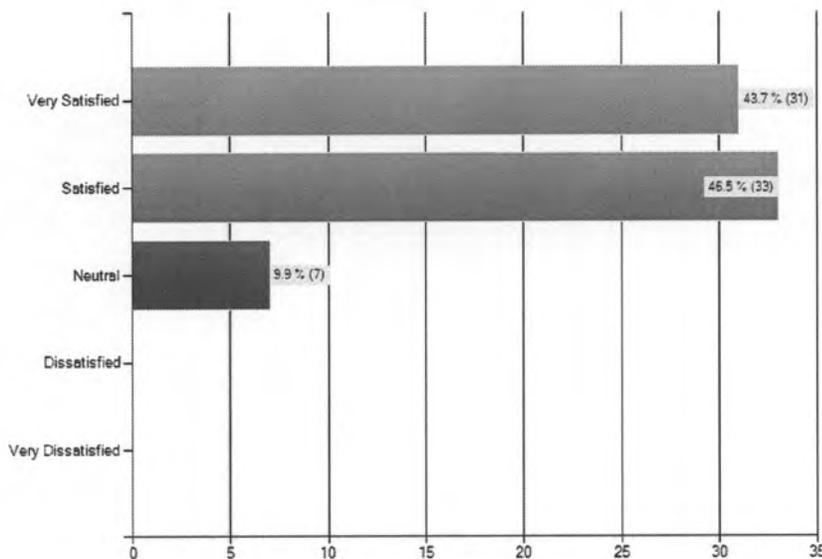
Of the individuals surveyed, 72 of 73 (98.6%) indicated that the purpose of their visit was to obtain a permit.

How would you rate the ease of completing an application for a building permit?



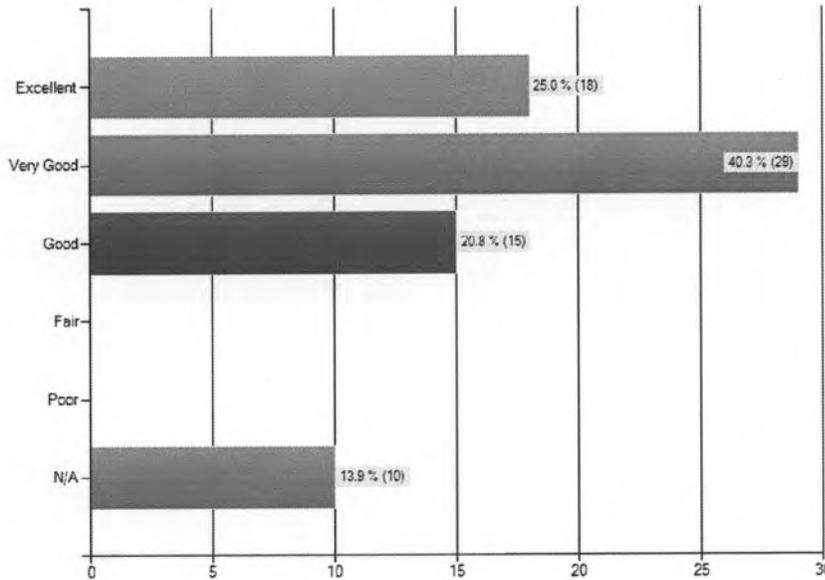
Of the individuals surveyed, 60 of 73 (84.5%) rated the ease of completing a building permit application as excellent or very good.

Overall, how would you rate your satisfaction with the building permit application process?



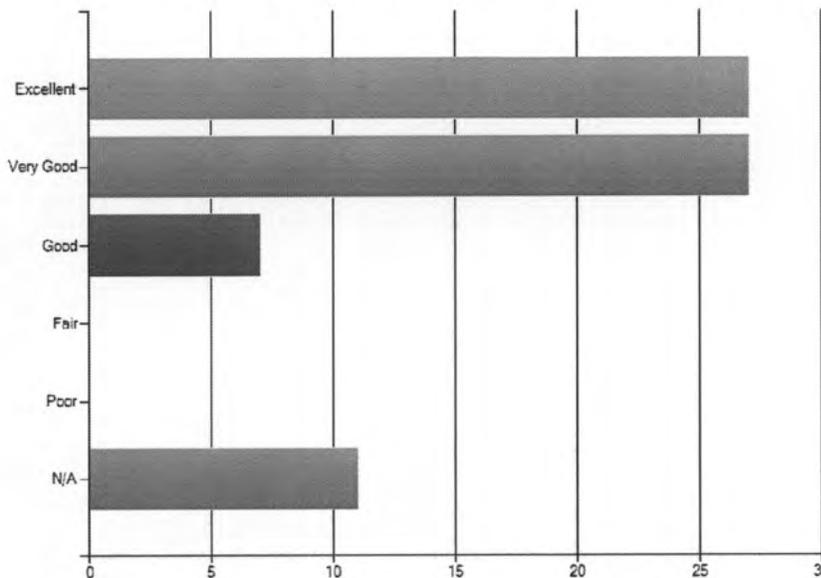
Of the individuals surveyed, 64 of 73 (90.2%) indicated that they were either very satisfied or satisfied with the building permit application process.

Overall, how would you rate the customer service provided by Plans Reviewers?



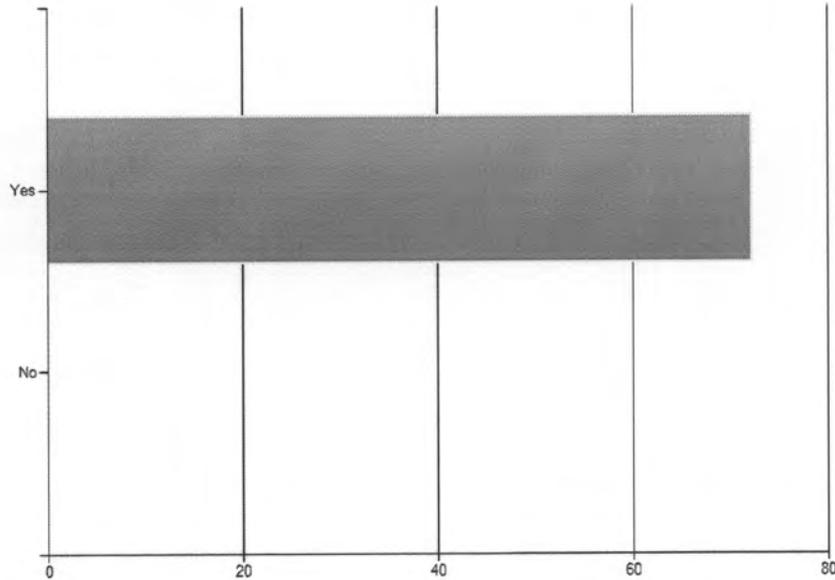
Of the individuals surveyed, 47 of 72 (65.3%) responded that service provided by plans reviewers was either excellent or very good.

Overall, how would you rate customer service provided by Inspectors ?



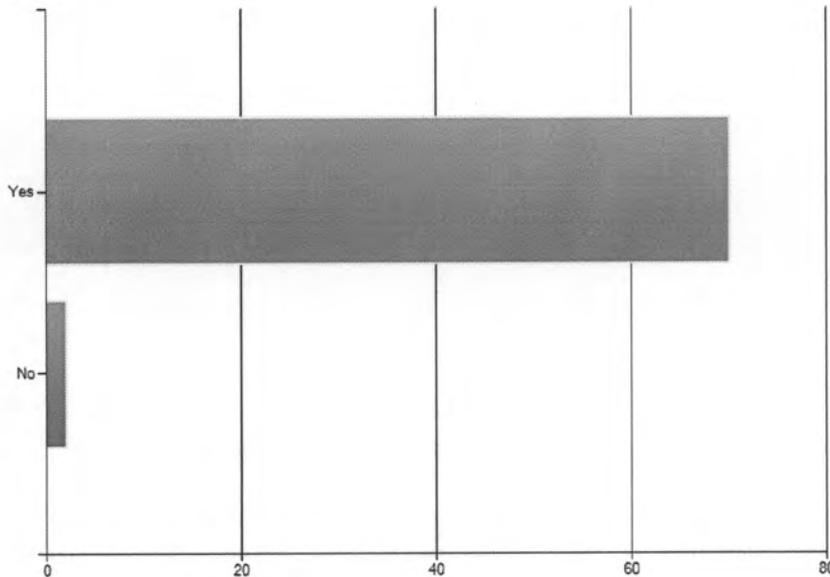
Of the individuals surveyed, 54 of 73 (75%) responded that service provided by inspectors was either excellent or very good.

Overall, were employees knowledgeable and professional?



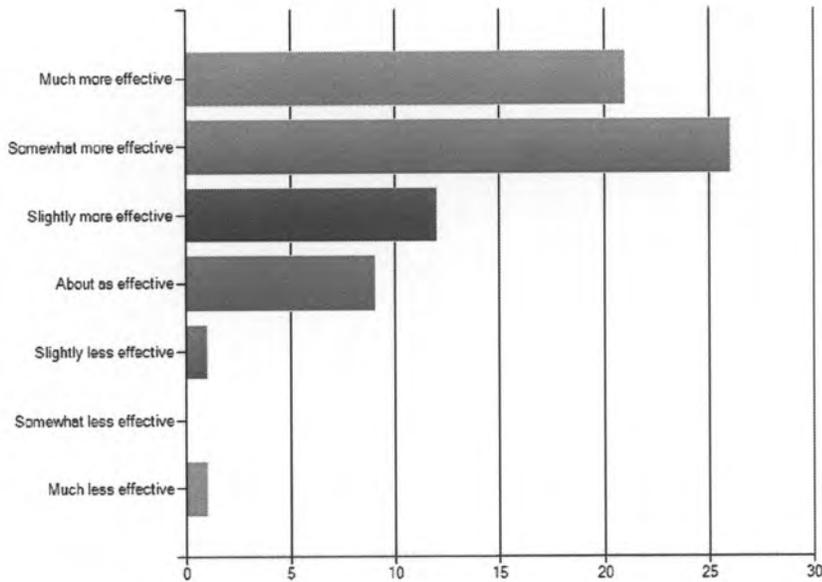
Of the individuals surveyed, 72 of 73 (99.9%) responded that employees were knowledgeable and professional.

Did employees provide clear and accurate information?



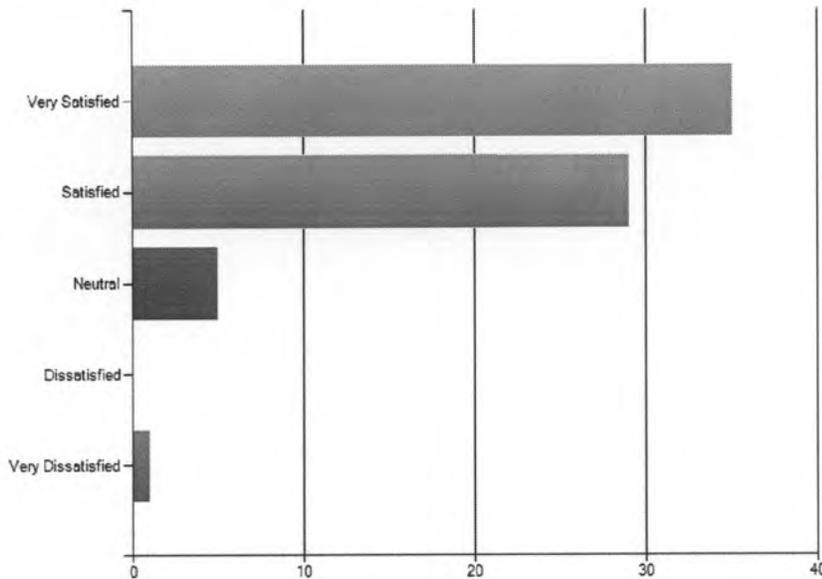
Of the individuals surveyed, 70 of 73 (97.2%) responded that employees provided clear and accurate information.

Compared to other government agencies, how effective is our process?



Of the individuals surveyed, 47 of 72 (65.3%) responded that compared to other government agencies, the process at the City was either much more or slightly more effective.

Overall, how would you rate your satisfaction with the experience with the Department?



Of the individuals surveyed, 64 of 73 (91.4%) responded that they were either very satisfied or satisfied with their experience with the Department.

Relevant Project Experience

CITY OF AVENTURA

Relevance

- **Plans Review**
- **Inspection**
- **Miami-Dade County**
- **Revenue sharing**
- **Contract since 1995**

CAP's long-standing relationship with the City began when it incorporated in November of 1995. CAP has been providing the City with full plans review and inspection services for more than 16 years. In addition to serving as the Building Official for the City, CAP is also responsible for building plans review, issuance of building permits, inspections during construction and the issuance of Certificates of Occupancy. CAP is also charged with managing the daily operations of the department and ensuring that all requests are carried out in accordance with the FBC. CAP has enjoyed a productive working relationship with the City's residents, stakeholders, management staff, and elected officials and continues to work closely with each involved party to ensure that the department is providing quality and efficient services.

**Our
commitment
to client
satisfaction
is evidenced
by our
uninterrupted
building
department
service
contracts.**

TOWN OF CUTLER BAY

Relevance

- **Plans Review**
- **Inspection**
- **Miami-Dade County**
- **Revenue sharing**
- **Contract since 2005**

The Town of Cutler Bay has had an active contract with CAP for full-service building and permitting activities since its inception in 2005. Responsibilities include building plans review, issuance of building permits, inspections during construction and the issuance of Certificates of Occupancy. In addition to the technical services provided, CAP also serves as the Building Official for the Town and is involved in the management of the day-to-day operations of the building department. These include providing, managing, and training permit clerks; ensuring that all plans review and inspection requests are handled on a timely basis and the established time frames; ensuring that customer service standards are adhered to; maintaining an organized filing system; and working with City administration, as needed, on department related policies and procedures.

VILLAGE OF EL PORTAL

Relevance

- **Plans Review**
- **Inspection**
- **Miami-Dade County**
- **Contract since 2005**

CAP has been providing the Village with full service plans review and inspection services for more than seven years. In addition to serving as the Building Official for the Village, CAP is also responsible for building plans review, issuance of building permits, inspections during construction, Certificates of Occupancy, and building code enforcement. CAP also manages the daily operations of the department and ensures that all requests are carried out in accordance with the FBC. CAP has enjoyed a productive working relationship with the Village's residents, stakeholders, staff, and elected officials and continues to work closely with each involved party to provide quality and efficient services.

CITY OF MIAMI BEACH

Relevance

- **Plans Review**
- **Inspection**
- **Miami-Dade County**
- **Contract since 2009**

CAP was selected by the City to provide building inspection and plans review services for various disciplines on an as-needed and on-going basis. Responsibilities include conducting field inspections to grant/deny approvals based on compliance with the FBC; reviewing plans, specifications, and materials to grant/deny approval based on compliance; evaluate alternate methods, procedures, materials, and products; and other related work required by the Department Director.

CITY OF WESTON

Relevance

- **Plans Review**
- **Inspection**
- **Broward County**
- **Percent of Revenue**
- **Contract since 2005**

CAP provides comprehensive building department services including plans review and inspections. CAP also serves as the Building Official and is involved in managing the daily operations of the department. Responsibilities include building plans review, issuance of building permits, inspections during construction, and issuance of Certificates of Occupancy. Operational responsibilities include scheduling inspections and plans reviews, maintaining an organized filing system, ensuring that all reporting is completed in a timely fashion, working with the City to establish policies, and training staff to provide excellent customer service.

Contracts are negotiated and tailored to meet the unique needs of each client.

TOWN OF SOUTHWEST RANCHES

Relevance

- **Plans Review**
- **Inspection**
- **Broward County**
- **Percent of Revenue**
- **Contract since 2006**

CAP has been providing full-service building department services including plans review and inspections services to the Town for the last five years. Most recently, CAP's contract was extended through 2015 by the Town's Council. CAP also serves as the Building Official for the Town and is involved in managing the daily operations of the department. Responsibilities include building plans review, issuance of building permits, inspections during construction, and issuance of Certificates of Occupancy. The purpose of building code services is to ensure compliance with the FBC, Broward County Edition, which regulates all building construction activities in the Town of Southwest Ranches. Operational responsibilities include scheduling inspections and plans reviews, maintaining an organized filing system, ensuring that all reporting is completed in a timely fashion, working with the City to establish policies including the selection of software, and training staff to provide excellent customer service.

CITY OF WILTON MANORS

Relevance

- **Plans Review**
- **Inspection**
- **Broward County**
- **Percent of Revenue**
- **Contract since 2011**

CAP was selected by the City of Wilton Manors to provide full-service building department services including plans review and inspection services. Over the past six months, CAP's work has been applauded by the City as well as its residents and stakeholders.

Prior to CAP, the City used Broward County staff to render building department services. The proposal included a transitional period during which CAP staff was asked to shadow County employees. In under one week, CAP assumed total responsibility over building department services and seamlessly integrated into a working department with no interruption to service. In less than one year, a cursory financial analysis has revealed significant cost savings achieved through CAP's involvement at the City. Operational responsibilities include scheduling inspections and plans reviews, maintaining an organized filing system, ensuring that all reporting is completed in a timely fashion, working with the City to establish policies including the selection of software, and training staff to provide excellent customer service.

TOWN OF LAUDERDALE BY THE SEA

Relevance

- **Plans Review**
- **Inspection**
- **Broward County**
- **Percent of Revenue**
- **Contract since 2011**

In 2011, the Town set out to procure the services of a firm that would help them achieve various goals related to building department operations. Among them were reducing time spent on plans review, simplifying the review and inspection process, improving communication with the public, and creating a pro-business reputation for the Town.

Recent contract awards reaffirm the value of our business model

CAP submitted its qualifications and was deemed provider of choice for full-service building department services including management, plans review, inspection, and administrative duties. To date, CAP has successfully exceeded Town expectations regarding customer service, transition from Broward County, and integration of permit tracking software. Operational responsibilities include scheduling inspections and plans reviews, maintaining an organized filing system, ensuring that all reporting is completed in a timely fashion, working with the City to establish policies including the selection of software, and training staff to provide excellent customer service.

CITY OF HALLANDALE BEACH

Relevance

- **Plans Review**
- **Inspection**
- **Broward County**
- **Hourly Services**
- **Contract since 2009**

CAP provides supplemental services on an as-needed basis. Responsibilities include performing plans review and inspections as well as serving in a supervisory capacity as the City's Building Official. Services are based on an hourly fee schedule and have been extended multiple times since the initial contract was signed three years ago.

CITY OF FORT LAUDERDALE

Relevance

- **Plans Review**
- **Inspection**
- **Broward County**
- **Hourly Services**
- **Contract since 2007**

Over the last five years, CAP has been continuously selected to provide **expedited** plans review services for building/structural, roofing, electrical, mechanical, plumbing, landscaping, zoning, and engineering for the City's Building Department.

The firm was also selected to provide **emergency** plans review and **emergency** inspection services.

CAP's contracts with the City require that our staff commit to adhering to established time frames for services and be available as needed to respond to emergency situations including after hours and on weekends.

CAP is recognized throughout South Florida as a reliable partner in meeting building department needs.

TOWN OF DAVIE

Relevance

- **Plans Review**
- **Inspection**
- **Hourly Services**
- **Contract since 2012**

CAP was recently awarded a contract to perform emergency plan review, emergency inspection, and expedited plan review services for the Town of Davie. The Town desires to provide a high level of building division service to its customers during peak construction periods and awarded contracts to CAP to provide plans review and inspection services

for all construction disciplines to eliminate the need to hire additional full-time employees for peak demand cycles.

CONTRACT DATA

Client	Address	Community Information	Client Reference	Terms of Services	Services Provided	Contract Details
City of Aventura	19200 W. Country Club Drive, Suite 500 Aventura, Florida 33180	Sq. Mi.: 3.5 Population: 29,475	Eric M. Soroka 305-466-8910	1996-Present 16 years	Building official, plans review, and inspections	Price: \$1.1 million Term: 5 years Method: % of revenue
City of Hallandale Beach	400 South Federal Highway Hallandale Beach, FL 33009	Sq. Mi.: 4.6 Population: 37,800	Thomas Vageline 954-457-1375	2009-Present 3 years	Building official, plans review, and inspections	Price: \$200,000 Term: As-needed Type: Hourly
City of Weston	17200 Royal Palm Boulevard Weston, Florida 33326	Sq. Mi.: 26.28 Population: 65,793	John Flint 954-385-2000	2005-Present 7 years	Building official, plans review, and inspections	Price: \$1.5 million Term: 5 years Type: Revenue sharing
Town of Southwest Ranches	13400 Griffin Road, Southwest Ranches, FL 33330	Sq. Mi.: 13 Population: 7,342	Andy Berns 954-434-0008	2006-Present 6 years	Building official, plans review, and inspections	Price: \$400,000 Term: 3 years Type: Revenue sharing
Town of Lauderdale by the Sea	4501 N Ocean Dr Lauderdale By The Sea, FL 33308	Sq. Mi.: 1.5 Population 6,056	Bud Bentley 954-640-4212	2012-Present 1 year	Full building department services	Price: \$400,000 Term: 3 years Type: Revenue sharing
City of Fort Lauderdale	700 NW 19 Avenue Fort Lauderdale, Florida 33311	Sq. Mi.: 33 Population: 180,000	Terry Burgess 954-828-5197	2007-Present 5 years	Expedited and emergency plans review and inspections	Price: \$100,000 Term: 2 years Method: Flat fee per application

CONTRACT DATA

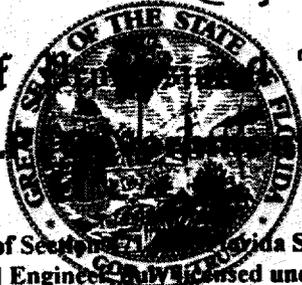
Client	Address	Community Information	Client Reference	Terms of Services	Services Provided	Contract Details
City of North Miami	776 NE 125 Street North Miami, FL 33161	Sq. Mi: 10.0 Population: 58,786	Maxine Calloway 305.895.9821	2012-Present 1 year	Plans review, inspections, and permit clerks	Price: \$,100,000 Term: Yearly Type: Hourly
City of South Bay	335 SW 2nd Avenue South Bay, FL 33493	Sq. Mi: 3.7 Population: 4,911	Corey L. Altson 561.996.6751, 30	2010-Present 2 year	Building official, plans review, and inspections	Price: \$20,000 Term: Yearly Type: Hourly
City of Opa-Locka	780 Fisherman Street Opa-Locka, FL 33054	Sq. Mi: 4.5 Population: 16,599	Jordan W. Leonard 305.953.2868	2012-Present 6 months	Plans review and inspections	Price: \$200,000 Term: 3 years Type: Revenue sharing
Village of Biscayne Park	640 NE 114th Street Biscayne Park, FL 33161	Sq. Mi: 0.65 Population: 3,128	Ana M. Garcia, CPRP 305.899.8000 ext. 229	2012-Present 6 months	Code enforcement	Price: \$26,400 Term: 8 months Method: Monthly fee
City of Wilton Manors	2020 Wilton Drive Wilton Manors, FL 33305	Sq. Mi: 2.0 Population: 11,632	Heidi Shafran 954.390.2188	2011-Present 1 year	Building official, plans review, and inspections	Price: \$300,000 Term: 3 years Type: Revenue sharing
Town of Cutler Bay	10720 Caribbean Boulevard Cutler Bay, Florida 33189	Sq. Mi.: 4.9 Population: 24,781	Ralph Casals 305.234.4262	2005-Present 7 years	Full building department services	Price: \$500,000 Term: 2 years Method: % of revenue

CONTRACT DATA

Client	Address	Community Information	Client Reference	Terms of Services	Services Provided	Contract Details
Village of El Portal	500 NE 87 ST El Portal, Florida 33138	Sq. Mi.: 0.4 Population: 2,427	Jason Walker 305-795-7880	2005-Present 7 years	Building official, plans review, and inspections	Price: \$27,000 Term: 2 year contract Method: % of revenue
Miami-Dade College	11011 SW 104 Street Miami, Florida 33176	8 Campuses and 21 Outreach Centers	Patrick Rebull, PE 305-237-2425	2007-Present 5 years	Plans review and inspections	Price: \$75,000 Term: 3 years Method: Hourly and work order
Florida International University	11555 SW 17th Street CSC-113 University Park Miami, Florida 33199	2 Main Campuses and Various Branches	Bob Griffiths 305-348-4085	2007-Present	Plans review and inspections	Price: \$300,000 Term: 3 years Method: Work order
Miami-Dade County School Board	12525 NW 28 Avenue, Suite 51 Miami, Florida 33167	415 Schools	Harry Munoz 305-995-4780	2006-Present 6 years	Plans review and inspections	Price: \$100,000 Term: 4 years Method: Percentage of construction cost
City of Miami Beach	1700 Convention Center Drive Miami Beach, FL 33139	Sq. Mi: 19 Population: 89,840	Linda Blanco 305-673-7610	2009-Present 3 years	Plans review and inspections	Price: \$50,000 Term: 3 years Type: Hourly
City of North Miami Beach	17050 NE 19th Avenue North Miami Beach, FL 33162	Sq. Mi: 5 Population: 42,504	Lyndon Bonner 305-948-2900	2009-Present 3 years	Plans review and inspections	Price: \$60,00 Term: 3 years Method: Hourly

Firm Licenses

State of Florida
 Board of Professional Engineers
C.A.P. Government, Inc.



Is authorized under the provisions of Section 471, Florida Statutes, to offer engineering services to the public through a Professional Engineer, duly licensed under Chapter 471, Florida Statutes.

Certificate of Authorization

EXPIRATION: 2/28/2013
 AUDIT NO: 228201303905

CA. LIC. NO:
 5344

LOCAL BUSINESS TAX RECEIPT

CITY OF DORAL, FLORIDA

8300 Northwest 53rd Street, Suite 206

Doral, Florida 33166
(305) 593-6631

212ass P.A./CORP/PARTNERSHIP/FIRM

MACHINES:
 SEATS:
 STATE LIC.#:
 EMPLOYEES: 8
 LICENSE FEE: \$30.00

FOR THE PERIOD COMMENCING OCTOBER 1, 2011
 AND ENDING SEPTEMBER 30, 2012 LICENSED TO
 ENGAGE IN THE FOLLOWING BUSINESS:

Business Name: **C A P GOVERNMENT INC**
 DBA:

Address: **8350 NW 52 TERRACE UNIT 209**
DORAL, FL 33166

Conditions:

Chief Licensing Official

8300 NW 53rd Street Suite 206, Doral, Florida 33166 • www.cityofdoral.com • 305-593-6631 • Fax 305-593-6768

ARTIFICIAL WATERMARK SCREENED ONTO BACK OF DOCUMENT

State of Florida

Department of State

I certify from the records of this office that C.A.P. GOVERNMENT, INC. is a corporation organized under the laws of the State of Florida, filed on April 10, 1989.

The document number of this corporation is K80212.

I further certify that said corporation has paid all fees due this office through December 31, 2011, that its most recent annual report was filed on April 1, 2011, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the Great Seal of
Florida, at Tallahassee, the Capital, this the
Second day of April, 2011*



Secretary of State



Authentication ID: 200200093282-040211-K80212

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.

<https://efile.sunbiz.org/certauthver.html>



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/29/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Seitlin Insurance 9800 NW 41st Street Suite 300 Miami FL 33178	CONTACT NAME: Patricia Castellanos	
	PHONE (A/C, No, Ext): (305) 591-0090	FAX (A/C, No): (786) 662-6227
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Charter Oak Fire Ins Co		25615
INSURER B: Phoenix Insurance Company		25623
INSURER C: Evanston Insurance Company		35378
INSURER D:		
INSURER E:		
INSURER F:		
INSURED C.A.P. Government, Inc. 8350 NW 52nd Terrace Doral FL 33166		

COVERAGES **CERTIFICATE NUMBER:** Cert ID 29890 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/>			660-7532R276-COF-11	9/5/2011	9/5/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 Aggregate \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			810-7532R276-COF-11	9/5/2011	9/5/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input type="checkbox"/> N/A	UB-7946R055-PHX-11	9/5/2011	9/5/2012	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Errors & Omissions Claims Made Policy			AE-819818	9/5/2011	9/5/2012	Per Claim/Per Aggregate \$ 2,000,000 Deductible - Retro \$ 25,000 Date: 9/6/96

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Certificate Holder as Contractor, is an Additional Insured as respects to General Liability and Auto Liability when required by written contract, subject to the terms, conditions, and exclusions of the policy.

CERTIFICATE HOLDER City of North Miami 776 NE 125th Street North Miami FL 33161-4116	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Methodology, Approach, and Transition

Our proposed methodology for this contract includes:

- Providing building department services
- Maintaining available staff to serve the City
- Providing plans review within acceptable time limits
- Establishing an extended work schedule to include evening and/or weekends to address the necessities of the City

The following process outlines the proposed approach and methodology to comply with the scope of work in this RFP. CAP has a clear understanding of the project along with the experience and resources necessary to maintain the level of service required by the City. **We are currently providing these services to the City, and have been for the last 16 years.**

Coordination of Work

CAP will coordinate all the required work for inspections and plans review with the City's Chief Building Official and in communication with City's existing administrative staff. Upon processing the permit application, CAP will arrange for the necessary technical reviews by the appropriate certified plans examiners to take place. CAP's staff will review all permit applications and will inspect all permitted sites to determine compliance with the FBC, applicable City Ordinances, and all other applicable codes.

The technical review process and the field inspections will take place within one (1) business day after the submittal of a completed application and recording of same or request for inspections has been made. CAP will begin plans review and schedule field inspections the following business day upon notification by the City. If submitted plans and/or field inspection are found to be in compliance with the FBC, City Ordinance and all applicable codes, then CAP's certified personnel will grant the approval. If submitted plans and/or field inspections are found not to be in compliance with the FBC, City Ordinance and/or applicable codes, CAP's certified personnel will provide written comments stating the reason(s) why the approval cannot be granted at that time. The comments will also state the steps the applicant must take to obtain approval.

CAP's technical staff is experienced in the evaluation of alternate methods, procedures, materials and products for compliance with the FBC, whichever is applicable depending on the date of application or construction.

Enforce requirements of Code

Inspectors, during their regularly scheduled inspections, will monitor the City for possible building code violations. Upon receipt of a complaint or a request, inspectors will also investigate possible building code violations. In addition, our staff will review documents for the issuance of Certificates of Occupancy (CO) and/or Certificates of Completion (CC), as appropriate, as a final step in determining compliance with the FBC, City Ordinances and any applicable codes. If all documents are found to be in compliance then the City's Chief Building Official will issue the appropriate certificate.

***An unyielding
commitment to
quality service
and excellence
has allowed
CAP's team
to play a vital
role in various
successful
projects.***

Representation

CAP is prepared to continue to act as the City's representative and attend applicable board meetings. CAP is available to prepare and represent the City in cases presented to the various boards, in conjunction with the City Chief Building Official and City Attorney.

Customer Service Requirements

CAP's staff will follow established and proven customer service standards that includes the immediate greeting of customers, professional telephone manners, and properly addressing the public with their concerns. CAP may establish an extended work schedule, to include evening and/or weekend service, as the need arises to address emergency services, perform code compliance sweeps, enforce building code issues, or respond to similar situations.

CAP's staff will also advise City staff when permits/plans are ready for pick-up or when revisions are needed. In an effort to improve customer service, CAP is prepared to assist and participate in the development of a series of forms, brochures, and citizen meetings to:

- Gather constructive feedback from customers (via customer evaluation forms)

- Develop a complaints system that will allow us to keep parties informed and keep track of action taken or not taken

- Inform customers of the permit application process and requirements

- Inform property owners (via brochure) on the importance of permits, licensed and insured contractors, and consequences of not following regulations including fines assessment

- Create seminars for the users of the permitting process to demonstrate how the system works and it explains the requirements. Target audience will include owners, contractors, designers, real estate industry, and other interested parties

- Coordinate functions between certified inspectors and certified code enforcement officers to maximize code compliance within the City.

- All of vehicles undergo routine maintenance are identifiable.

- All of CAP's staff will wear a uniform shirt with and identification tag while performing services for the City.

- All of CAP's staff is fluent in English and the majority of them are bilingual.

- All technical staff will be certified by the Miami-Dade County Board of Rules and Appeals in the appropriate discipline as well as licensed and certified in accordance with FS 455,468,471,481 and 489 as applicable.

- All of CAP's staff will pass a background security check.

CAP staff have a proven track record of serving local municipalities as well as their citizens, stakeholders, staff, and elected officials.

Standards of Service

All staff performing services are fluent in English and the majority of the staff that we currently provide is also fluent in Spanish. Our staff will provide the required services within the following time lines:

- Field inspection within 24 hours after the City’s Building Division receives written request for inspections;
- Submit field inspections results to the City’s Building Division the same day the inspections are made;
- Perform plans review in accordance with the following schedule:
- Building Permits (Minor).....1 business day
- Building Permits (Major).....5 business days
- Single Family - New Construction/Major Renovations5 business days
- Commercial Improvements (Minor, including signs).....5 business days
- Commercial Improvements (Major).....10 business days

CAP will provide plans review personnel for walk-thru review for 2 hours on Tuesdays and Thursdays weekly at the City’s Building Office. CAP’s current resources allow us the ability, **(within a short notification of 2 weeks) to “ramp-up” our technical certified personnel for major or special development projects.** CAP will also provide the necessary “on call” requirement in order to ensure public safety, responding to hazards, nuisances, or FBC violations. Furthermore, CAP is committed to providing a staff member for each discipline who will be able to respond within (1) hour (24 hours/day/7 days/week) to any type of emergency call out by the City’s Law Enforcement or any authorized City representative.

Transition

Should we be selected, we offer the City a major advantage in that there is no transition plan needed. Our staff is in place and ready to continue working on behalf of the City. We are familiar with the processes and the City’s administrative and management staff in place and understand the organizational structure and code-related issues specific to the City. **No other firm can offer the City the level of background provided by CAP and its more than 80-person staff.**

**With 16 years
of direct
experience
working with
the City, our
staff is prepared
to continue
meeting the
Department’s
needs.**

Staff Qualifications

Our proposed team is comprised of qualified technical personnel with relevant project experience and capabilities—***we are the current provider and have been since 1995***. We believe that our team's relationships, experience, and knowledge will provide the City with an efficient and practical approach to the scope of services.

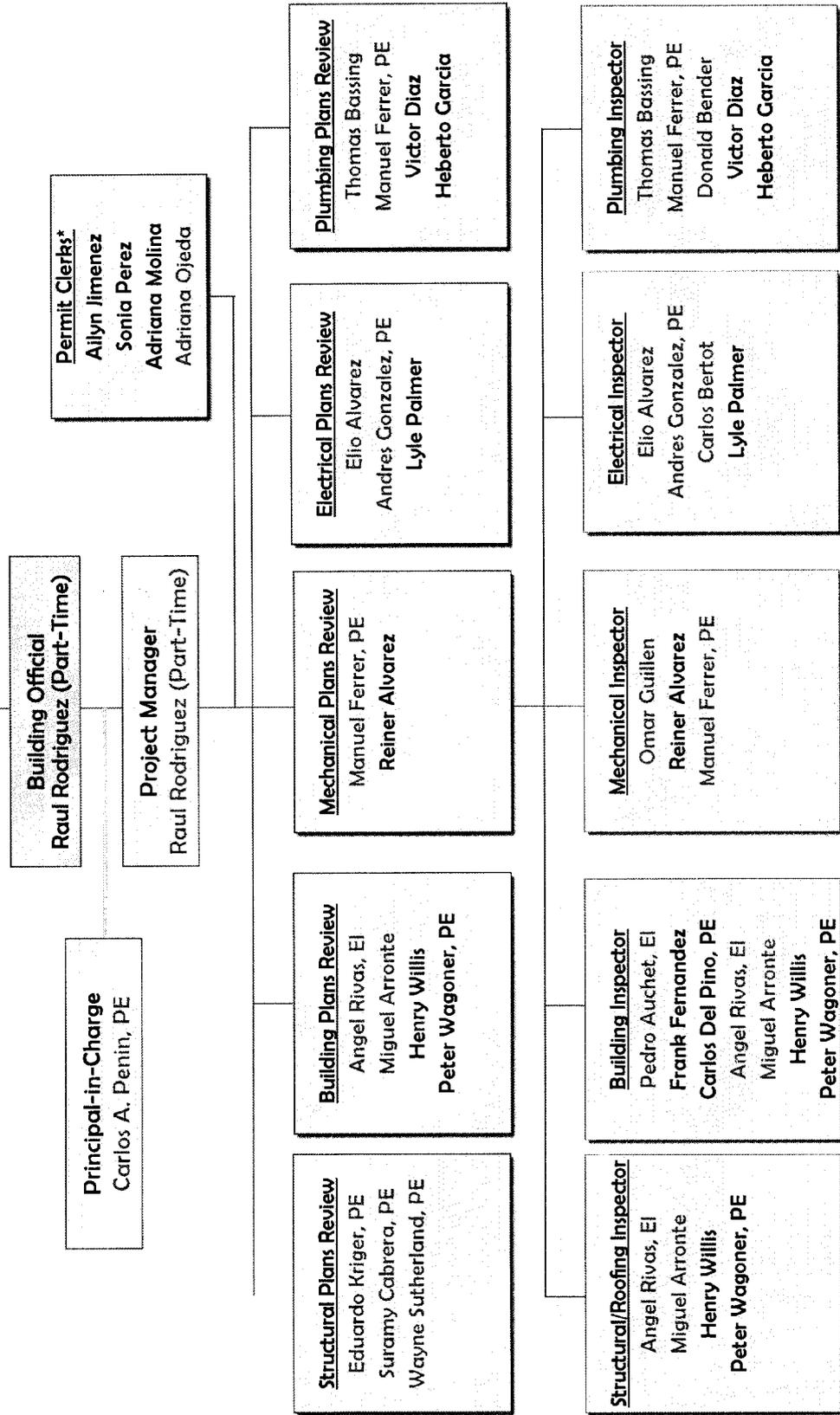
All members of our more than 80-person staff are 100-percent committed to complete the assignments in accordance with the requirements of the contract while maintaining a high-level of quality and technical accuracy. Our staff have at least five or more years of experience in their designated trade specialization; meet the requirements of Chapter 8, Section 20-32 of the Miami-Dade County Code; and are certified in accordance with the Florida Statutes and Florida Department of Business and Professional Regulation. Additionally, all CAP employees are subject to criminal background screenings and annual drug tests. The firm also has an ethics and customer service training program for employees.

CAP's team will be managed by our proposed project manager, Mr. Raul Rodriguez. As the project manager, he is responsible for monitoring all contract activity to ensure work is started and completed in a timely manner. Raul is currently the City's part-time Building Official and CAP's project manager. Should the need arise, he has the authority to draw upon other local resources necessary to maintain the level of services expected by the City. As the firm's point of contact with the City, he will communicate with the City frequently to anticipate its needs and ensure that there are open lines of communication between CAP and City staff. Responsibilities will also include verifying that CAP's staff is completing the following tasks set forth in the RFP and working hand-in-hand with the City:

1. Conducting technical field inspections
2. Reviewing plans
3. Evaluating methods, procedures, materials, and products for compliance
4. Approving/rejecting plans per the FBC
5. Rendering information concerning the code and making interpretations
6. Performing related work as required by the Contract

All members of our more than 80-person team are 100-percent committed to quality service and technical accuracy.

ORGANIZATIONAL CHART



■ Aventura Experience
★ Supplemental

Staffing Matrix

NAME	PROJECT ROLE	YEARS EXPERIENCE	YEARS WITH FIRM	LICENSE	% Availability
Management					
Carlos A. Penin, PE	Principal-in-Charge	35	23	PE 33216	25
Raul Rodriguez	Project Manager (Part-Time)	35	10	BU 632, PX 783, BN 1771	50
Building					
Angel Rivas, EI	Plans Examiner and Inspector	27	9	PX 2214, BN 4482	30
Miguel Arronte	Plans Examiner and Inspector	26	17	BN 3150, PX 2140	100
Henry Willis	Plans Examiner and Inspector	42	6	BU 1726, BN 3908, PX 1828	10
Peter Wagoner, PE	Plans Examiner and Inspector	37	17	PE 33597	15
Pedro Auchet	Inspector	15	11	BN 2579	100
Frank Fernandez	Inspector	42	3	BN 1568	20
Carlos del Pino, PE	Inspector	21	5	PE 59888	5
Mechanical					
Manuel Ferrer, PE	Plans Examiner and Inspector	46	3	PE 59315	100
Reiner Alvarez	Plans Examiner and Inspector	18	6	PX2842, BN5348	20
Omar Guillen	Inspector	37	5	BN 5926	100
Electrical					
Elio Alvarez	Plans Examiner and Inspector	36	14	PX 1534, BN 3376	100
Andres Gonzalez, PE	Plans Examiner and Inspector	32	5	PE 59336	30
Lyle Palmer	Plans Examiner and Inspector	39	1	PX2821, BN5504	30
Carlos Bertot	Inspector	17	5	BN 1118	10
Plumbing					
Thomas Bassing	Plans Examiner and Inspector	49	16	PX 773, BN 1754	50
Manuel Ferrer, PE	Plans Examiner and Inspector	46	3	PE 59315	60
Victor Diaz	Plans Examiner and Inspector	19	1	PX2261, BN4474	30
Heberto Garcia	Plans Examiner and Inspector	20	1	BN5529, PX2895	10
Roofing					
Angel Rivas, EI	Inspector	27	9	PX 2214, BN 4482	30
Miguel Arronte	Inspector	26	17	BN 3150, PX 2140	100
Henry Willis	Inspector	42	6	BU 1726, BN 3908, PX 1828,	10
Peter Wagoner, PE	Inspector	37	17	PE 33597	15
Structural					
Eduardo Kriger, PE	Plans Examiner	44	14	PE 38291, PX 1279	100
Wayne Sutherland, PE	Plans Examiner	25	1	PE 44353	40
Suramy Cabrera, PE	Plans Examiner	16	1	PE 56222	100
Permit Clerks					
Ailyn Jimenez	Clerk	9	6	N/A	Supplemental
Sonia Perez	Clerk	5	4	N/A	Supplemental
Adriana Molina	Clerk	6	6	N/A	Supplemental
Adriana Ojeda	Clerk	8	1	N/A	Supplemental

Resumes

Carlos A. Penin, PE

Principal-in-Charge

Education

MS, Environmental and Urban Systems, 1982
BS, Civil Engineering with Specialization in Construction Management, 1977

Licenses

Professional Engineer: Florida, 33216

C.A.P. Government, Inc., Doral, Florida. President and founding principal who serves in an administrative capacity overseeing the daily operations of the firm. Responsibilities include marketing, business development, and management.

Keith and Schnars, P.A., Miami, Florida. Served as regional manager/engineer responsible for management, scheduling, and monitoring major infrastructure projects.

Williams, Hatfield and Stoner, Inc. Served as engineer/manager responsible for the administration of urban road developments and other assignments.

Ferendion/Grafton/Spillis/Candela, Miami, Florida. Civil engineer responsible for engineering design and construction inspection.

Florida Quality Contractors, Inc., Miami, Florida. Civil engineer responsible for managing the preliminary stages of a 72-unit condominium development in Dunedin, Florida.

Raul Rodriguez

Project Manager

Education

M.S. Construction Management, 1994
BS, Construction Engineering and Management, 1981

Licenses

Code Administrator: Florida, BU632
Standard Building Plans Examiner: Florida, PX783
Standard Building Inspector: Florida, BN1771
Miami-Dade County Building Official
Miami-Dade County Building Plans Examiner
Miami-Dade County Building Inspector Structural

C.A.P. Government, Inc., Doral, Florida. Mr. Rodriguez has over 30 years of experience in building department services. He is certified to provide these services by the State of Florida as well as Miami-Dade and Broward counties. His experience includes contributing to rewriting the South Florida Building Code after Hurricane Andrew. Mr. Rodriguez also served as a member of the State of Florida Building Code Structural Technical Advisory Committee and Building Code Product Approval Task Force. His current responsibilities with CAP involve coordinating municipal building department operations throughout Miami-Dade County including building department and code enforcement for the City of Aventura, Town of Cutler Bay, City of Homestead, and the Village of El Portal.

Miami-Dade County, Miami, Florida. Served as Chief of Product Control Division. This department was responsible for reviewing all construction products and systems for construction products in Miami-Dade County including construction products used at Miami International Airport. While working in this division, his responsibilities included reviewing prefabricated structure products, performing inspections on testing laboratories, reviewing literature and technical documentation, providing customer service, developing programs to provide better service, and administering the construction code in Miami-Dade County.

Structural Plans Examiner and Inspector, Miami, Florida. Responsibilities consisted of examining residential, commercial, and industrial construction plans as well as conducting field inspections to ensure compliance with the building code, city ordinances, life-safety code, and any other applicable codes and regulations.

Broward County Building Department, Florida Broward County. Structural building inspector, responsible for examining residential, commercial, and industrial construction plans as well as conducting field inspections to ensure compliance with the building code, county code, ordinances, life-safety code, and any other applicable codes and regulations.

Angel Rivas, EI**Building and Roofing Plans Examiner and Inspector****Education**

BS, Civil Engineering,
1984

Licenses

Standard Plans
Examiner:
Florida, PX2214

Standard Inspector:
Florida, BN4482

Certified Roofing
Contractor:

Florida,
CCC1325764

Certified General
Contractor:

Florida,
CGC055821

C.A.P. Government, Inc., Doral, Florida. Chief building plans examiner and inspector responsible for permitting, plans review, and inspection operations for municipal building departments including Village of Palmetto Bay, Town of Cutler Bay, North Bay Village, and El Portal. Ensures compliance with the FBC, Zoning Code, city ordinances, and regulations adopted by the municipalities. He also coordinates work between trade inspectors and prepares the schedule of inspections. As the chief, he reviews plans and specifications, responds to customer questions, addresses complaints, and meets with the Engineers or Architects to find solutions for their problems.

City of Hialeah, Hialeah, Florida. Building and roofing inspector responsible for enforcing compliance with the FBC through scheduled inspections of residential roofing and building permits as well as commercial projects including Bally's Fitness, Publix, CVS, Albertson Supermarket, Wachovia Bank, and others. Accomplished the daily inspection of capital projects such as the expansion of the Hialeah water plant.

Custom Designed Truss Co., Pompano Beach, Florida. Truss designer for architectural and structural plans. Used the MITEK or Alpine truss design programs to perform the analysis of loads (wing and gravitational), deflections, and stresses and economics. Generated engineering sheet for permits and the lumber cut-sheet for assembly production.

Pistorino and Alam Consulting Engineers, Miami, Florida. Completed the structural analysis and design of concrete and steel structures and their components; performed field threshold inspections; coordinated shop drawings and plans review; checked specifications; enforced codes and regulations; prepared daily reports, memos, and non-compliance or non-conformance reports; and participated in progress construction meetings. Conducted forensic engineering investigations and enforced the recommended structural repairs.

Addana Corporation, Miami, Florida. Founder and president responsible for operations including project management, bidding, preparing estimates, and developing proposals. Coordinated work with engineers and architects; created and supervised construction scheduling; completed new construction, renovations and repairs of residential and commercial properties; and repaired roofs damaged by hurricane Andrew.

Solaris Construction, Miami, Florida. Construction supervisor responsible for supervising layout work at an 18-story building for Marriott in Miami, a new Vocational Technical High School in Miami, and construction of 80 townhouses in West Palm Beach.

Miguel Arronte**Building and Roofing Plans Examiner and Inspector****Licenses**

Standard Building
Inspector:
Florida,
BN0003150

Standard Plans
Examiner:
Florida, PX2140

General Contractor:
Florida, B000066

C.A.P. Government, Inc., Miami, Florida. Assigned to municipal building departments where responsibilities include performing building and roofing inspections and building plans review.

City of Miami Building Zoning, Miami, Florida. Building plans examiner responsible for commercial and residential projects.

Starlit Roofing, Miami, Florida. Qualifier and supervisor responsible for various projects that involved residential and commercial roofing as well as construction of new, remodeling, and addition project.

Elite Roofing, Miami, Florida. Qualifier and supervisor responsible for various projects that involved residential and commercial roofing.

Coma Cast Corp., Miami, Florida. President responsible for roofing tile manufacturing and distribution.

Henry Willis**Building and Roofing Plans Examiner and Inspector****Licenses**

Building Code
Administrator,
Florida BU1726
Building Inspector:
Florida, BN 3908
Plans Examiner:
Florida, PX 1828
Coastal Construction
Inspector
General Contractor:
Dade County,
8849
State Requirements
for Education
Facilities (SREF)
Certified

C.A.P. Government, Inc., Miami, Florida. Building plans examiner and inspector responsible for performing structural building inspections and plans review for commercial and residential projects.

City of Miami Gardens, Miami Gardens, Florida. Building plans examiner and inspector responsible for performing structural building inspections and plans review for commercial and residential projects.

M.T. Causley, Inc., Homestead, Florida. Building plans examiner and inspector responsible for performing building and roofing inspections for six different cities in South Florida.

Village of Pinecrest, Pinecrest, Florida. Building plans examiner and inspector responsible for performing building and roofing inspections for six different cities in South Florida.

Willis Construction, Miami, Florida. Building contractor responsible for acquiring construction jobs, handling all phases of projects from sale to design, material procurement, permitting, subcontracting, and completion according to specifications for both residential and commercial projects.

City of Miami, Miami, Florida. Fire Lieutenant responsible for serving as supervisor and team member and handling all phases of fire, emergency medical situations, and inspections.

United States Army, Worldwide. Staff Sergeant responsible for medical specialist duties from field duty to ER in Korea and Vietnam.

Peter Wagoner, PE**Building and Roofing Plans Examiner and Inspector****Education**

BS, Civil Engineering,
1974
Foundation
Dynamics,
Wayne State
University
Groundwater
Hydrology,
University of
Miami

Licenses

Professional
Engineer:
Florida, 33597

C.A.P. Government, Inc., Miami, Florida. Building plans examiner and inspector responsible for structural building inspections and plans review for municipal clients.

Keith & Schnars, P.A, Fort Lauderdale, Florida. Geotechnical division director responsible for managing all geotechnical studies and projects as well as oversight of a material testing laboratory. Performed or supervised laboratory testing, quality assurance, and signed and sealed geotechnical and testing reports.

Morrison-Knudson Engineers, Inc, Fort Lauderdale, Florida. Project controls engineer responsible for project control reporting, contractor CPM schedule review, future project CPM schedule, budgetary reporting, claims analysis, and quality assurance. As a project engineer he reviewed field reports, prepared and submitted materials sampling documentation, resolved testing report errors, verified pile log book quantities, and performed quality control review as well as signing and sealing as-built drawings.

Ardaman & Associates, Inc, Miami, Florida. Manager and inspector of record responsible for this branch office providing geotechnical and construction materials consulting

services. Duties consisted of contract administration, structural inspections, field and lab testing, and signing and sealing reports.

Neyer, Tiseo & Hindo, Ltd, New York, NY. Staff engineer responsible for soil property interpretation, foundation design, and geotechnical report drafting. Also performed construction inspections and materials testing including soil, roofing, concrete, and structural steel.

Pedro Auchet**Building Inspector****Education**

BS, Civil Engineering

Licenses

Standard Inspector:

Florida, BN2579

Engineering

Intern: Florida,

EI1100007681

C.A.P. Government, Inc., Miami, Florida. Building inspector responsible for performing structural building inspections for commercial and residential projects for municipal clients. Duties include identifying defects and omissions at construction projects, performing inspections to check for violations and hazardous conditions, organizing inspection route schedule, and maintaining accurate records of inspection.

Miami-Dade County Building Department, Miami, Florida. Building inspector responsible for performing building inspections and code enforcement.

Miami-Dade County Building Department at Miami International Airport [MIA]), Miami, Florida. Building inspector responsible for building inspections, code enforcement, permit review of all categories of the building process, plans review of drawings and technical specifications on every inspection performed, and review of documents and final status for all trades involved in the building process. Also served as structural inspector for new approach ramps to MIA Airfield Tunnel. His responsibilities included inspecting new, cast-in-place retaining walls for tunnel roadway approach.

Shrum & Ali Architects, Inc., Miami, Florida. Building inspector at MIA responsible for Aviation department building inspections, code enforcement, and consulting.

Siddiq Khan & Associates, Inc., Miami, Florida. Building inspector responsible for code enforcement, building inspections, and consulting. Responsibilities also included inspection for unsafe structures, damage assessments for Miami-Dade County's Building and Zoning Department, and South Florida Building Code Enforcement.

Frank Fernandez**Building Inspector****Licenses**

Standard Inspector:

Florida, BN1568

C.A.P. Government, Inc., Miami, Florida. Building inspector assigned to various municipalities. Responsibilities include performing building inspections for municipal clients.

Miami-Dade County Building Department, Miami, Florida. Building inspector responsible for performing structural inspections of residential and commercial buildings from footing/foundation through final inspection. Also inspected swimming pools, additions, and alterations. Additional responsibilities included code enforcement, unsafe structures, hurricane damage assessments, and ADA-compliance verification.

Task and Associates, Inc., Miami, Florida. Served as architectural draftsman for mechanical and plumbing design projects throughout South Florida.

Fraga and Associates, Inc., Miami, Florida. Served as a mechanical designer for projects throughout South Florida.

Breiterman, Jurado, and Associates, Miami, Florida. Served as a plumbing and mechanical designer responsible projects throughout South Florida.

Deltona Corporation, Miami, Florida. Served as a sewer and water treatment system designer for projects throughout South Florida.

Smith & Korack, Miami, Florida. Served as a mechanical designer and electrical and plumbing draftsman for projects throughout South Florida.

Carlos del Pino, PE**Building Inspector****Education**

MS, Civil
Engineering,
Polytechnic
University of
Puerto Rico
BS, Civil and
Structural
Engineering
Central
University of Las
Villas, Cuba

Licenses

Professional
Engineer:
Florida, 59888

C.A.P. Government, Inc., Miami, Florida. Building inspector responsible for building inspections for municipal clients. Also assists in the structural design and review in the field of structural engineering.

Caple Design, Inc., Miami, Florida. President responsible for all technical matters and coordination of a variety of residential and commercial structural design projects. Designed projects per the regulations and requirements of the Florida Building Code within High Velocity Hurricane Zones throughout Miami-Dade, Broward, and Palm Beach counties. Also served as a special Inspector for residential and commercial projects, inspected roofing structures and waterproofing, performed structural damage assessments, and completed 40-Year inspections.

Caribbean Project Management, Inc., Miami, Florida. Vice president responsible for obtaining all required permits and licenses and for the implementation of policies, procedures, and business strategies. Accountable for control of the schedule, budget, and construction quality. Daily inspection and coordination of construction activities, project documentation, record control, and daily logs for progress tracking. Involved in

the structural stabilization phase of a historic building where historic preservation and restoration was required.

Las Villas Construction Corp., Carolina, Puerto Rico. Responsible for general supervision of construction activities for various projects.

Central University of Las Villas, Santa Clara, Cuba. Professor responsible for instructing civil engineering students in Mechanical of Materials and Reinforced Concrete Analysis.

Manuel Ferrer, PE**Mechanical and Plumbing Plans Examiner and Inspector****Education**

BS, Mechanical
Engineering,
Universidad de
Oriente, 1965

Licenses

Professional
Engineer:
Florida, 59315

C.A.P. Government, Inc., Miami, Florida. Chief Mechanical Inspector for Village of El Portal, City of Aventura and Town of Cutler Bay. Chief Plumbing Inspector for Village of El Portal. Mechanical and Plumbing Inspector for Miami Dade County School Board.

UCI Engineering, Inc., Miami, Florida. Department head responsible for supervising plumbing and fire protection system designs for residential/commercial buildings including hotels and hi-rises.

San Martin Associates, Inc., Miami, Florida. Mechanical engineer responsible for the design and inspection of HVAC, fire protection, and plumbing for commercial and

residential buildings.

Spillis, Candela DMJM, Miami, Florida. Tech III responsible for design and draft electrical (power, lighting, communications) and plumbing for Publix supermarkets throughout the state of Florida. Conducted site inspections and status conferences with clients.

C.A.P. Engineering, Inc. Miami, Florida. Tech III responsible for integrating geo-positioning satellite (GPS) coordinates with existing water and sewer network for Miami-Dade Water and Sewer department.

Spillis, Candela & Partners, Miami, Florida. Tech III responsible for design and draft plumbing for commercial buildings. Conducted site inspections and status conferences with clients.

ACE Engineering, Miami, Florida. Tech II responsible for design and draft plumbing and mechanical systems for commercial and residential buildings. Participated in site inspections and status conferences with clients.

Resumes

Carlos A. Penin, PE

Principal-in-Charge

Education

MS, Environmental
and Urban
Systems, 1982
BS, Civil Engineering
with
Specialization
in Construction
Management,
1977

Licenses

Professional
Engineer: Florida,
33216

C.A.P. Government, Inc., Doral, Florida. President and founding principal who serves in an administrative capacity overseeing the daily operations of the firm. Responsibilities include marketing, business development, and management.

Keith and Schnars, P.A., Miami, Florida. Served as regional manager/engineer responsible for management, scheduling, and monitoring major infrastructure projects.

Williams, Hatfield and Stoner, Inc. Served as engineer/manager responsible for the administration of urban road developments and other assignments.

Ferendion/Grafton/Spillis/Candela, Miami, Florida. Civil engineer responsible for engineering design and construction inspection.

Florida Quality Contractors, Inc., Miami, Florida. Civil engineer responsible for managing the preliminary stages of a 72-unit condominium development in Dunedin, Florida.

Raul Rodriguez

Project Manager

Education

M.S. Construction
Management,
1994
BS, Construction
Engineering and
Management,
1981

Licenses

Code Administrator:
Florida, BU632
Standard Building
Plans Examiner:
Florida, PX783
Standard Building
Inspector:
Florida, BN1771
Miami-Dade County
Building Official
Miami-Dade County
Building Plans
Examiner
Miami-Dade County
Building
Inspector
Structural

C.A.P. Government, Inc., Doral, Florida. Mr. Rodriguez has over 30 years of experience in building department services. He is certified to provide these services by the State of Florida as well as Miami-Dade and Broward counties. His experience includes contributing to rewriting the South Florida Building Code after Hurricane Andrew. Mr. Rodriguez also served as a member of the State of Florida Building Code Structural Technical Advisory Committee and Building Code Product Approval Task Force. His current responsibilities with CAP involve coordinating municipal building department operations throughout Miami-Dade County including building department and code enforcement for the City of Aventura, Town of Cutler Bay, City of Homestead, and the Village of El Portal.

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Structural Plans Examiner and Inspector, Miami, Florida. Responsibilities consisted of examining residential, commercial, and industrial construction plans as well as conducting field inspections to ensure compliance with the building code, city ordinances, life-safety code, and any other applicable codes and regulations.

Broward County Building Department, Florida Broward County. Structural building inspector, responsible for examining residential, commercial, and industrial construction plans as well as conducting field inspections to ensure compliance with the building code, county code, ordinances, life-safety code, and any other applicable codes and regulations.

Angel Rivas, EI**Building and Roofing Plans Examiner and Inspector****Education**

BS, Civil Engineering,
1984

Licenses

Standard Plans
Examiner:

Florida, PX2214

Standard Inspector:
Florida, BN4482

Certified Roofing
Contractor:

Florida,

CCC1325764

Certified General
Contractor:

Florida,

CGC055821

C.A.P. Government, Inc., Doral, Florida. Chief building plans examiner and inspector responsible for permitting, plans review, and inspection operations for municipal building departments including Village of Palmetto Bay, Town of Cutler Bay, North Bay Village, and El Portal. Ensures compliance with the FBC, Zoning Code, city ordinances, and regulations adopted by the municipalities. He also coordinates work between trade inspectors and prepares the schedule of inspections. As the chief, he reviews plans and specifications, responds to customer questions, addresses complaints, and meets with the Engineers or Architects to find solutions for their problems.

City of Hialeah, Hialeah, Florida. Building and roofing inspector responsible for enforcing compliance with the FBC through scheduled inspections of residential roofing and building permits as well as commercial projects including Bally's Fitness, Publix, CVS, Albertson Supermarket, Wachovia Bank, and others. Accomplished the daily inspection of capital projects such as the expansion of the Hialeah water plant.

Custom Designed Truss Co., Pompano Beach, Florida. Truss designer for architectural and structural plans. Used the MITEK or Alpine truss design programs to perform the analysis of loads (wing and gravitational), deflections, and stresses and economics. Generated engineering sheet for permits and the lumber cut-sheet for assembly production.

Pistorino and Alam Consulting Engineers, Miami, Florida. Completed the structural analysis and design of concrete and steel structures and their components; performed field threshold inspections; coordinated shop drawings and plans review; checked specifications; enforced codes and regulations; prepared daily reports, memos, and non-compliance or non-conformance reports; and participated in progress construction meetings. Conducted forensic engineering investigations and enforced the recommended structural repairs.

Addana Corporation, Miami, Florida. Founder and president responsible for operations including project management, bidding, preparing estimates, and developing proposals. Coordinated work with engineers and architects; created and supervised construction scheduling; completed new construction, renovations and repairs of residential and commercial properties; and repaired roofs damaged by hurricane Andrew.

Solaris Construction, Miami, Florida. Construction supervisor responsible for supervising layout work at an 18-story building for Marriott in Miami, a new Vocational Technical High School in Miami, and construction of 80 townhouses in West Palm Beach.

Miguel Arronte**Building and Roofing Plans Examiner and Inspector****Licenses**

Standard Building
Inspector:

Florida,

BN0003150

Standard Plans
Examiner:

Florida, PX2140

General Contractor:
Florida, B000066

C.A.P. Government, Inc., Miami, Florida. Assigned to municipal building departments where responsibilities include performing building and roofing inspections and building plans review.

City of Miami Building Zoning, Miami, Florida. Building plans examiner responsible for commercial and residential projects.

Starlit Roofing, Miami, Florida. Qualifier and supervisor responsible for various projects that involved residential and commercial roofing as well as construction of new, remodeling, and addition project.

Elite Roofing, Miami, Florida. Qualifier and supervisor responsible for various projects that involved residential and commercial roofing.

Coma Cast Corp., Miami, Florida. President responsible for roofing tile manufacturing and distribution.

Henry Willis**Building and Roofing Plans Examiner and Inspector****Licenses**

Building Code
Administrator,
Florida BU1726
Building Inspector:
Florida, BN 3908
Plans Examiner:
Florida, PX 1828
Coastal Construction
Inspector
General Contractor:
Dade County,
8849
State Requirements
for Education
Facilities (SREF)
Certified

C.A.P. Government, Inc., Miami, Florida. Building plans examiner and inspector responsible for performing structural building inspections and plans review for commercial and residential projects.

City of Miami Gardens, Miami Gardens, Florida. Building plans examiner and inspector responsible for performing structural building inspections and plans review for commercial and residential projects.

M.T. Causley, Inc., Homestead, Florida. Building plans examiner and inspector responsible for performing building and roofing inspections for six different cities in South Florida.

Village of Pinecrest, Pinecrest, Florida. Building plans examiner and inspector responsible for performing building and roofing inspections for six different cities in South Florida.

Willis Construction, Miami, Florida. Building contractor responsible for acquiring construction jobs, handling all phases of projects from sale to design, material procurement, permitting, subcontracting, and completion according to specifications for both residential and commercial projects.

City of Miami, Miami, Florida. Fire Lieutenant responsible for serving as supervisor and team member and handling all phases of fire, emergency medical situations, and inspections.

United States Army, Worldwide. Staff Sergeant responsible for medical specialist duties from field duty to ER in Korea and Vietnam.

Peter Wagoner, PE**Building and Roofing Plans Examiner and Inspector****Education**

BS, Civil Engineering,
1974
Foundation
Dynamics,
Wayne State
University
Groundwater
Hydrology,
University of
Miami

Licenses

Professional
Engineer:
Florida, 33597

C.A.P. Government, Inc., Miami, Florida. Building plans examiner and inspector responsible for structural building inspections and plans review for municipal clients.

Keith & Schnars, P.A, Fort Lauderdale, Florida. Geotechnical division director responsible for managing all geotechnical studies and projects as well as oversight of a material testing laboratory. Performed or supervised laboratory testing, quality assurance, and signed and sealed geotechnical and testing reports.

Morrison-Knudson Engineers, Inc, Fort Lauderdale, Florida. Project controls engineer responsible for project control reporting, contractor CPM schedule review, future project CPM schedule, budgetary reporting, claims analysis, and quality assurance. As a project engineer he reviewed field reports, prepared and submitted materials sampling documentation, resolved testing report errors, verified pile log book quantities, and performed quality control review as well as signing and sealing as-built drawings.

Ardaman & Associates, Inc, Miami, Florida. Manager and inspector of record responsible for this branch office providing geotechnical and construction materials consulting

services. Duties consisted of contract administration, structural inspections, field and lab testing, and signing and sealing reports.

Neyer, Tiseo & Hindo, Ltd, New York, NY. Staff engineer responsible for soil property interpretation, foundation design, and geotechnical report drafting. Also performed construction inspections and materials testing including soil, roofing, concrete, and structural steel.

Pedro Auchet**Building Inspector****Education**

BS, Civil Engineering

Licenses

Standard Inspector:

Florida, BN2579

Engineering

Intern: Florida,

E1100007681

C.A.P. Government, Inc., Miami, Florida. Building inspector responsible for performing structural building inspections for commercial and residential projects for municipal clients. Duties include identifying defects and omissions at construction projects, performing inspections to check for violations and hazardous conditions, organizing inspection route schedule, and maintaining accurate records of inspection.

Miami-Dade County Building Department, Miami, Florida. Building inspector responsible for performing building inspections and code enforcement.

Miami-Dade County Building Department at Miami International Airport [MIA], Miami, Florida. Building inspector responsible for building inspections, code enforcement, permit review of all categories of the building process, plans review of drawings and technical specifications on every inspection performed, and review of documents and final status for all trades involved in the building process. Also served as structural inspector for new approach ramps to MIA Airfield Tunnel. His responsibilities included inspecting new, cast-in-place retaining walls for tunnel roadway approach.

Shrum & Ali Architects, Inc., Miami, Florida. Building inspector at MIA responsible for Aviation department building inspections, code enforcement, and consulting.

Siddiq Khan & Associates, Inc., Miami, Florida. Building inspector responsible for code enforcement, building inspections, and consulting. Responsibilities also included inspection for unsafe structures, damage assessments for Miami-Dade County's Building and Zoning Department, and South Florida Building Code Enforcement.

Frank Fernandez**Building Inspector****Licenses**

Standard Inspector:

Florida, BN1568

C.A.P. Government, Inc., Miami, Florida. Building inspector assigned to various municipalities. Responsibilities include performing building inspections for municipal clients.

Miami-Dade County Building Department, Miami, Florida. Building inspector responsible for performing structural inspections of residential and commercial buildings from footing/foundation through final inspection. Also inspected swimming pools, additions, and alterations. Additional responsibilities included code enforcement, unsafe structures, hurricane damage assessments, and ADA-compliance verification.

Task and Associates, Inc., Miami, Florida. Served as architectural draftsman for mechanical and plumbing design projects throughout South Florida.

Fraga and Associates, Inc., Miami, Florida. Served as a mechanical designer for projects throughout South Florida.

Breiterman, Jurado, and Associates, Miami, Florida. Served as a plumbing and mechanical designer responsible projects throughout South Florida.

Deltona Corporation, Miami, Florida. Served as a sewer and water treatment system designer for projects throughout South Florida.

Smith & Korack, Miami, Florida. Served as a mechanical designer and electrical and plumbing draftsman for projects throughout South Florida.

Carlos del Pino, PE**Building Inspector****Education**

MS, Civil
Engineering,
Polytechnic
University of
Puerto Rico
BS, Civil and
Structural
Engineering
Central
University of Las
Villas, Cuba

Licenses

Professional
Engineer:
Florida, 59888

C.A.P. Government, Inc., Miami, Florida. Building inspector responsible for building inspections for municipal clients. Also assists in the structural design and review in the field of structural engineering.

Caple Design, Inc., Miami, Florida. President responsible for all technical matters and coordination of a variety of residential and commercial structural design projects. Designed projects per the regulations and requirements of the Florida Building Code within High Velocity Hurricane Zones throughout Miami-Dade, Broward, and Palm Beach counties. Also served as a special Inspector for residential and commercial projects, inspected roofing structures and waterproofing, performed structural damage assessments, and completed 40-Year inspections.

Caribbean Project Management, Inc., Miami, Florida. Vice president responsible for obtaining all required permits and licenses and for the implementation of policies, procedures, and business strategies. Accountable for control of the schedule, budget, and construction quality. Daily inspection and coordination of construction activities, project documentation, record control, and daily logs for progress tracking. Involved in

the structural stabilization phase of a historic building where historic preservation and restoration was required.

Las Villas Construction Corp., Carolina, Puerto Rico. Responsible for general supervision of construction activities for various projects.

Central University of Las Villas, Santa Clara, Cuba. Professor responsible for instructing civil engineering students in Mechanical of Materials and Reinforced Concrete Analysis.

Manuel Ferrer, PE**Mechanical and Plumbing Plans Examiner and Inspector****Education**

BS, Mechanical
Engineering,
Universidad de
Oriente, 1965

Licenses

Professional
Engineer:
Florida, 59315

C.A.P. Government, Inc., Miami, Florida. Chief Mechanical Inspector for Village of El Portal, City of Aventura and Town of Cutler Bay. Chief Plumbing Inspector for Village of El Portal. Mechanical and Plumbing Inspector for Miami Dade County School Board.

UCI Engineering, Inc., Miami, Florida. Department head responsible for supervising plumbing and fire protection system designs for residential/commercial buildings including hotels and hi-rises.

San Martin Associates, Inc., Miami, Florida. Mechanical engineer responsible for the design and inspection of HVAC, fire protection, and plumbing for commercial and

residential buildings.

Spillis, Candela DMJM, Miami, Florida. Tech III responsible for design and draft electrical (power, lighting, communications) and plumbing for Publix supermarkets throughout the state of Florida. Conducted site inspections and status conferences with clients.

C.A.P. Engineering, Inc. Miami, Florida. Tech III responsible for integrating geo-positioning satellite (GPS) coordinates with existing water and sewer network for Miami-Dade Water and Sewer department.

Spillis, Candela & Partners, Miami, Florida. Tech III responsible for design and draft plumbing for commercial buildings. Conducted site inspections and status conferences with clients.

ACE Engineering, Miami, Florida. Tech II responsible for design and draft plumbing and mechanical systems for commercial and residential buildings. Participated in site inspections and status conferences with clients.

Reiner Alvarez**Mechanical Plans Examiner and Inspector****Licenses**

Standard Plans
Examiner,
Florida, PX2842
Standard Inspector,
Florida, BN5348

C.A.P. Government, Inc., Weston, Florida (2006–Present). Mechanical plans examiner and inspector responsible for performing mechanical plans reviews and inspections for municipal and educational clients. Also acts as the chief mechanical inspector at the Town of Southwest Ranches.

Miami-Dade County, Miami-Dade, Florida (2005–2006). Mechanical inspector responsible for performing inspections for the County's building department.

City of Miami Beach, Miami Beach, Florida (2002–2005). Mechanic responsible for performing various maintenance activities for the City's property management division.

Sunchaser Mechanical, Miami, Florida (2001–2001). Technician responsible for performing installations and providing service.

A-nutemp, Inc., Miami, Florida (2000–2001). Technician responsible for performing installations and providing service.

DebonAir Mechanical, Miami, Florida (1997–2000). Technician responsible for performing installations and providing service.

Omar Guillen**Mechanical Inspector****Education**

Miami Lindsey
Hopkins High
School, 1973
Miami Dade College,
1 year

Licenses

Standard Inspector:
Florida, BN5926

C.A.P. Government, Inc., Miami, Florida. Responsible for all residential and commercial inspections assigned to the firm by its municipal clients including City of Aventura, Town of Cutler Bay, Village of El Portal, and Miami Dade County School Board.

City of Doral, Doral, Florida. Mechanical inspector responsible for all residential and commercial inspections for the City.

Duct Dudes Air Conditioner, Inc., Davie, Florida. Mechanical contractor, qualifier, and supervisor responsible for the installation of HVAC systems, overall supervision of commercial project installations, and estimations for new construction projects.

City of Doral, Doral, Florida. Mechanical inspector responsible for all residential and commercial inspections assigned to the City. Inspections of permitted mechanical installation were performed according to the Florida Mechanical Code.

Airtech Air Conditioning, Doral, Florida. Foreman responsible for the supervision of personnel during air conditioning system installations. Responsibilities also included servicing and installing HVAC systems.

Cane Air Conditioning, Miami, Florida. Foreman/owner responsible for servicing and installing HVAC systems. As the president, he was also involved in all aspects of corporate management including hiring, supervision, and office management.

Dade Air Conditioning, Miami, Florida. Assistant responsible for facilitating the installation of sheet metal ducting and air conditioning systems.

Andres Gonzalez, PE**Electrical Plans Examiner and Inspector****Education**

Polytechnic Superior
Institute "Jose
A. Echevaria,"
Havana, Cuba,
Electrical
Engineer, 1978

Licenses

Professional
Engineer:
Florida, 59336

C.A.P. Government Inc., Miami, Florida. Chief electrical engineer responsible for plans review and inspections for the firm's municipal clients.

Arnold & Associates, Inc., Miami, Florida. Chief engineer responsible for the everyday management of the firm. Responsible for the supervision of other professionals and the productivity of the firm. Also provided technical assistance to other designers.

Combinado de Componentes Electronics, Cuba. Principal engineer of the investment department responsible for the design and development of several plants as Carbon Resistances, Ceramic Capacitors, Electronic Silicon, Chemistry Solvents, Auxiliary Plants (Oxygen, Hydrogen and Nitrogen) and several others. Supervised 35 designers, engineers, and technicians.

Elio Alvarez**Electrical Plans Examiner and Inspector****Education**

Miami-Dade
Community
College, Master
Electrician, 1975
State Master
Electrician, 1993

Licenses

Standard Plans
Examiner:
Florida, PX1534
Standard Inspector:
Florida, BN3376

C.A.P. Government, Inc., Miami, Florida. Chief electrical inspector responsible for the firm's Miami-Dade County municipal clients including the City of Aventura, Town of Miami Lakes, Miami-Dade County Public Schools, and Village of El Portal. Tasks involve performing electrical inspections, reviewing and processing plans for permitting for residential and commercial buildings, and supervision and coordination of five building inspector and plans reviewers.

El-Al Electric, Inc., Miami Lakes, Florida. President/Qualifier responsible for providing electrical contracting for various schools for the Miami-Dade County School Board. Consulted with clients to determine their needs and priorities, demonstrated skillful communication and negotiation skills, identified problems, diagnosed causes and determined corrective actions, interviewed and hired employees, supervised employees, scheduled work hours, resolved conflicts, and determined salaries.

Lyle Palmer**Electrical Plans Examiner and Inspector****Licenses**

Standard Plans
Examiner,
Florida, PX2821
Standard Inspector,
Florida, BN5504

C.A.P. Government, Inc., Miami, Florida (2012–Present). Electrical plans examiner and inspector responsible for performing plans review and inspections for municipal and educational clients.

Orlando International Airport (2010–2011). Electric contracts administrator responsible for project oversight.

City of Sunny Isles Beach, Sunny Isles Beach, Florida (2007–2010). Electrical inspector responsible for performing electrical inspections to verify compliance with the approved plans and Florida Building Code.

City of Hallandale Beach, Hallandale Beach, Florida (2006–2007). Electrical inspector responsible for performing electrical inspections to verify compliance with the approved plans and Florida Building Code.

Laury Lee Electric, Florida (1986–2005). Electrical contractor and general manager. Responsibilities included estimating, bookkeeping, project management, and various technical duties such as design and installation.

Lyle Palmer Electric, Florida (1982–1986). President and electrical contractor responsible for performing installations and providing service to residential and commercial clients across South Florida.

Attaway Electric, Florida (1980–1982). Lead electrician responsible for installations and service calls.

Luzer Electric, Florida (1973–1976, 1978–1980). Lead electrician responsible for installations and service calls.

B. Lorsch Electric, Florida (1976–1978). Lead electrician responsible for installations and service calls.

Carlos Bertot

Electrical Inspector

Licenses

Standard Electrical
Inspector:
Florida, BN 1118

C.A.P. Government, Inc., Miami, Florida. Electrical inspector responsible for all residential and commercial inspections assigned to the firm by its municipal clients including City of Aventura, Town of Cutler Bay, Village of El Portal, and Miami Dade County School Board.

City of Miami, Miami, Florida. Electrical inspector responsible for performing technical field inspections to verify compliance with the Florida Building Code for new and existing projects. Duties included ensuring that all electrical work conformed to national electrical codes, verifying that work was completed per approved plans, organizing inspections route and schedules, answering questions received from contractors and the public, advising contractors and owner of violations and necessary changes, investigating claims regarding malfunctioning installations, preparing reports, and completing inspection records.

Ber Cue Electric, Miami, Florida. Journeyman electrician responsible for directing activities pertaining to new construction and remodeling projects from design through final inspection for industrial, commercial, and residential clients.

Thomas Bassing

Plumbing Plans Examiner and Inspector

Licenses

Standard Plans
Examiner:
Florida, PX
0000773
Standard Inspector:
Florida, BN 1754

C.A.P. Government Inc., Miami, Florida. Plumbing plans examiner and inspector responsible for all residential and commercial inspections assigned to the firm by its municipal clients including City of Aventura, Town of Cutler Bay, Village of El Portal, and Miami Dade County School Board.

City of Sweetwater, Sweetwater, Florida. Plans examiner and chief plumbing inspector responsible for inspections of sewer and waste main, drainage, fire sprinkler, and irrigation systems to ensure that plans complied with the Florida Building Code.

Plumbers Union, Miami, Florida. Served as plumbing inspector, apprentice, journeyman, foreman, and Superintendent.

Victor Diaz

Plumbing Plans Examiner and Inspector

Licenses

Standard Plans
Examiner:
Florida, PX 2261
Standard Inspector:
Florida, BN 4474

C.A.P. Government, Inc., Weston, Florida (2012–Present). Serves as plumbing plans examiner and inspector for municipal and educational clients.

Southwest Plumbing Services, Inc., Florida (1992–2012). Construction manager/field supervisor responsible for supervising plumbers, coordinating jobs, and completing installations. Oversaw work performed by all plumbers and apprentices to ensure quality was achieved. Trained personnel to become Journeyman plumbers and foremen. Experience with residential custom homes, commercial, medical, and high-rise buildings.

Designed plumbing installations, prepared as-builts, and coordinated work with other trades.

Heberto Garcia**Plumbing Plans Examiner and Inspector****Licenses**

Standard Plans

Examiner:

Florida, PX2895

Standard Inspector:

Florida, BN5529

Certified Plumbing

Contractor:

CFC051622

C.A.P. Government, Inc (2012–Present). Plumbing plans examiner and inspector responsible for performing plumbing plans reviews and inspections for municipal and educational clients.

City of Opa Locka, Opa Locka, Florida (2006–2012). Plumbing plans examiner and inspector responsible for performing plumbing plan review and inspections for commercial and residential projects.

City of Hialeah, Hialeah, Florida (2004–2009). Plumbing plans examiner and inspector responsible for performing plumbing plan review and inspections for commercial and residential projects.

City of Hialeah Gardens, Hialeah Gardens, Florida (2009). Plumbing plans examiner and inspector responsible for performing plumbing plan review and inspections for commercial and residential projects.

Eduardo Kriger, PE**Structural Plans Examiner****Education**BS, Civil Engineering,
University of Havana**Licenses**

Professional

Engineer:

Florida, 38291

Standard Plans

Examiner:

Florida, PX 1279

C.A.P. Government, Inc., Miami, Florida. Current duties include structural plans review to ensure compliance with the Florida Building Code for firm's municipal clients including the City of Aventura and City of Coral Gables.

City of Miami, Miami, Florida. Building inspector and plans examiner responsible for reviewing, checking, and signing off on structural plans prior to the issuance of building permits; discussing plan requirements with engineers, contractors, builders, and/or owners; counseling in the inspection of new construction; and ensuring that plans conformed to the Florida Building Code.

Spillis Candela & Partners, Inc., Coral, Gables, Florida. Project manager and design engineer responsible for structural design, coordination, and construction drawings production during the design phase as well as coordination, shop drawing review, and resolution of structural issues during construction administration.

Donnell & Duquesne, Miami, Florida. Project manager and design engineer responsible for the structural design and construction drawings production of various projects.

Sacmag-Tamargo & Associates, Miami, Florida. Structural department director responsible for structural engineering staff and design of high-rise buildings, commercial and industrial buildings, and many other structures in concrete and steel.

Basora & Menendez, Miami, Florida. Senior structural engineer responsible for all structural design projects including numerous high-rise apartment buildings, schools, office buildings, and highway bridges.

Hernandez & Hernandez, Miami, Florida. Senior structural engineer responsible for all structural design projects including high-rise apartment buildings, schools, office buildings, and highway bridges.

Amman & Whitney, Jersey City, New Jersey. Structural staff engineer responsible for the structural design of various projects including the Lincoln Center, TWA Terminal Building, and Navy Radiotelescope.

Breiterman & Kriger, Havana, Cuba. Partner responsible for preparing structural design and performing construction inspections for various projects including Ruston Academy, ONDI Hospital, ONRI Hospital, and Havana Sport Palace.

Wayne Sutherland, MS, PE**Structural Plans Examiner****Education**

M.S. Civil
Engineering,
Florida
International
University

B.S. in Civil
Engineering,
Polytechnic
University of
New York

Licenses

Professional
Engineer: Florida
44353

C.A.P. Government, Inc., Miami, Florida. Current duties include structural plans review to ensure compliance with the Florida Building Code for the firm's municipal clients including the Florida International University, Town of Cutler Bay, and City of Opa-Locka.

Miami Dade County, City of Miami Beach, and City of Homestead Building Departments: Responsible for structural plans review and inspection, structural design, and analysis of steel frame, concrete, masonry, wood buildings and large concrete utility structures. Work also included project management for commercial buildings, housing, roadways, and water supply projects; design and detailing buildings, bridges, roads, transmission towers, supports for roof mechanical equipment, and storage silos; and quantity/cost estimating for construction projects.

Suramy Cabrera, PE**Structural Plans Examiner****Education**

MS, Structural
Engineering,
University of
Central Florida,
1996

BS, Civil Engineering,
University of
Central Florida,
1995

Licenses

Professional
Engineer: Florida,
56222

Publications

Mirmiran, A., Samaan,
M., Cabrera, S.,
and Shahawy,
M. "Design,
Manufacture, and
Testing of a New
Hybrid Column."
Construction
and Building
Materials.

C.A.P. Government, Inc., Miami, Florida. Current duties include structural plans review to ensure compliance with the Florida Building Code for the firm's municipal clients including the City of Aventura and Florida International University.

PBS&J, Miami, Florida. Served as group manager for PBS&J's south Florida structural division. The group managed consisted of eight engineers. Responsibilities included preparing presentations for new work, setting staffing levels, preparing cost proposals and meeting with clients for new work, managing the backlog, determining percent complete levels for billing purposes, maintaining the overall profitability of the group, researching the feasibility of alternative design approaches, maintaining quality standards in all work produced, checking computations, and/or reviewing designs and drawings performed by others.

Miami Dade County Building Department, Miami, Florida. Served as a building plans reviewer responsible for performing structural plans review for residential and commercial buildings.

Spillis Candela DMJM, Miami, Florida. Served as a structural engineer and associate vice president for structural design, coordination, and construction drawings production during the design phase as well as coordination, shop drawing review, and resolution of structural issues during construction administration.

C.A.P. Engineering, Inc., Miami, Florida. Served as structural plans examiner and inspector responsible for performing structural building inspections and plans review for commercial and residential projects.

Ailyn Jimenez**Permit Clerk**

C.A.P. Government, Inc., Miami, Florida. Permit clerk responsible for administrative tasks related to permitting including processing applications, scheduling inspections, entering information into the permit system, clerical duties, daily filing and system updates, answering questions or concerns from citizens or contractors regarding permits, interacting with customers in a courteous manner, and answering multiple phone lines effectively and efficiently.

American Credit Consultants, Miami, Florida. Office clerk responsible for general clerical duties, customer service, filing system, and answering multiple phone lines.

Sonia Perez**Permit Clerk**

C.A.P. Government, Inc., Miami, Florida. Permit clerk responsible for administrative tasks related to permitting including processing applications, scheduling inspections, entering information into the permit system, clerical duties, daily filing and system updates, answering questions or concerns from citizens or contractors regarding permits, interacting with customers in a courteous manner, and answering multiple phone lines effectively and efficiently.

Hialeah Italian Tile, Doral, Florida. Receptionist responsible for answering multiple phones lines; providing customer service; and performing general office duties such as filing, distributing mail, and ordering supplies.

Farm Store, Miami, Florida. Cashier and customer service representative responsible for selling products, store organization, and managing the cash register.

Adriana Molina**Permit Clerk**

C.A.P. Government, Inc., Miami, Florida. Permit clerk responsible for administrative tasks related to permitting including processing applications, scheduling inspections, entering information into the permit system, clerical duties, daily filing and system updates, answering questions or concerns from citizens or contractors regarding permits, interacting with customers in a courteous manner, and answering multiple phone lines effectively and efficiently.

Land Use Consultants Inc., Miami, Florida. Plans and license expediter responsible for logging plans and licenses to be submitted for permit; providing reports; informing contractors and property owners on status of plans; and coordinating with architect, contractor, and owner on comments received.

Adriana Ojeda**Permit Clerk**

C.A.P. Government, Inc., Miami, Florida. Permit clerk responsible for administrative tasks related to permitting including processing applications, scheduling inspections, entering information into the permit system, clerical duties, daily filing and system updates, answering questions or concerns from citizens or contractors regarding permits, interacting with customers in a courteous manner, and answering multiple phone lines effectively and efficiently.

PHNS, Inc., Miami, Florida. Provided clerical support by researching and obtaining explanation of benefits for claim payments, performed data entry, administered document control, managed emails, handled main switchboard, and was responsible for general administrative tasks such as filing.

APPENDIX B

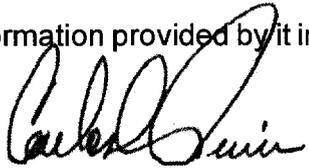
**CITY OF AVENTURA
INVITATION TO SUBMIT QUALIFICATIONS**

**BUILDING INSPECTION AND PLAN REVIEW
PROFESSIONAL CONSULTING SERVICES**

ISQ# 12-08-27-2

PROPOSER WARRANTIES

- A. Proposer warrants that it is willing and able to comply with State of Florida laws with respect to foreign (non-state of Florida) corporations.
- B. Proposer warrants that it is willing and able to obtain an errors and omissions insurance policy providing a \$ 500,000 of coverage for the willful or negligent acts, or omissions of any officers, employees or agents thereof.
- C. Proposer warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the City of Aventura.
- D. Proposer warrants that all information provided by it in connection with this proposal is true and accurate.



Signature of Official: _____

Name (typed): Carlos A. Penin, PE _____

Title: President _____

Firm: C.A.P. Government, Inc. _____

Date: 08/27/2012 _____

APPENDIX C

Page 1

**CITY OF AVENTURA
INVITATION TO SUBMIT QUALIFICATIONS****BUILDING INSPECTION AND PLAN REVIEW
PROFESSIONAL CONSULTING SERVICES**

ISQ# 12-08-27-2

INSURANCE REQUIREMENTS

The Firm shall not commence work until it has obtained all insurance required, and such insurance has been approved by the City's Finance Department.

1. **Certificates of Insurance.** Reflecting evidence of the required insurance shall be filed with the City's Risk Manager prior to the commencement of this Agreement. These Certificates shall contain a provision that coverage's afforded under these policies will not be cancelled until at least thirty (30) days prior written notice has been given to the City. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. Financial Strength Ratings must be not less than "B-" in the latest edition of "Best Key Rating Guide," published by A.M. Best Guide.
2. Insurance shall be in force until the obligations required to be fulfilled under the terms of the Agreement are satisfied. In the event the insurance certificate provided indicated that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the Firm shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The Firm shall not commence work pursuant to this Agreement unless all required insurance remains in full force and effect.
3. Workers' Compensation insurance shall be maintained during the life of this Agreement to comply with statutory limits for all employees, and in the case any work is sublet, the Firm shall require the Subcontractors similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the Firm.

APPENDIX C

Page 2

**CITY OF AVENTURA
INSURANCE REQUIREMENTS**

The Firm and its subcontractors shall maintain during the life of this policy Employers Liability Insurance. The following limits must be maintained:

- | | | |
|----|-----------------------|---------------------------------|
| A. | Workers' Compensation | Statutory |
| B. | Employer's Liability | \$100,000 each accident |
| | | \$500,000 Disease-policy limit |
| | | \$100,000 Disease-each employee |

4. If the Firm claims to be exempt from the Workers' Compensation insurance requirement, the Firm shall provide City proof of such exemption along with a written request for City to exempt the Firm, written on the Firm's Letterhead.

PROPOSAL FORMS

**CITY OF AVENTURA
INVITATION TO SUBMIT QUALIFICATIONS**

**BUILDING INSPECTION AND PLAN REVIEW
PROFESSIONAL CONSULTING SERVICES**

ISQ# 12-08-27-2

PROPOSAL FORM

I hereby propose to furnish the goods and services specified in the Request for Proposal. I agree that my proposal will remain firm for a period of 120 days after opened by the City in order to allow the City adequate time to evaluate the proposals.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the Company named as Proposing Company and that said Company is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal; no officer, employee or agent of the City of Aventura or any other proposer has an interest in said proposal. Furthermore, I certify that the undersigned executed this Proposal Form with full knowledge and understanding of matters therein contained and was duly authorized to do so.

Addendum # 1 Dated 08/17/2012

Addendum # Dated

Addendum # Dated

Attached hereto are the following forms/documents which form a part of this proposal:

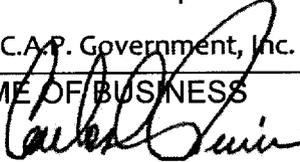
Attachments

- Respondent's Certification
- "No Bid or Proposal" Response
- Agency Reference List
- Other References
- Proposer's Qualifications
- Indemnification Clause
- Sworn Statement Pursuant to Section 287.133 (3) (a), Florida Statutes,

on Public Entity Crimes
Business Entity Affidavit
Drug-Free Workplace Affidavit
Anti-Kickback Affidavit
Non-Collusive Affidavit
Request for Tax Identification Number and Certification

C.A.P. Government, Inc.

NAME OF BUSINESS



SIGNATURE

Carlos A. Penin, PE, President

NAME & TITLE, TYPED OR PRINTED

MAILING ADDRESS

8350 NW 52 Terrace, Suite 209

Doral, Florida 33166

CITY, STATE, ZIP CODE

(305) 448-1711, Ext. 14

TELEPHONE NUMBER

STATE OF Florida)

)

) SS

COUNTY OF Miami-Dade)

)

The foregoing instrument was sworn to and subscribed before me this 27th day of August, 20 12 by Carlos A. Penin, PE who is personally known to me or produced _____ as identification.

NOTARY PUBLIC, State of Florida

Print Name: Jennifer Mellies

Commission No.: _____

Commission Expires: _____

SEAL

(if Corporation)

**CITY OF AVENTURA
INVITATION TO SUBMIT QUALIFICATIONS**

**BUILDING INSPECTION AND PLAN REVIEW
PROFESSIONAL CONSULTING SERVICES**

ISQ# 12-08-27-2

RESPONDENT'S CERTIFICATION

CERTIFICATE
(if Corporation)

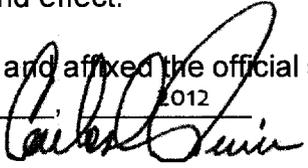
STATE OF Florida)
) SS
COUNTY OF Miami-Dade)

I HEREBY CERTIFY that a meeting of the Board of Directors of the _____ C.A.P. Government, Inc. a corporation existing under the laws of-the-State of _____ Florida _____, held on _____ August 27, _____, 20 12, the following resolution was duly passed and adopted:

RESOLVED, that, as _____ President _____ of the Corporation, be and is hereby authorized to execute the proposal dated, _____ August 27, _____, 20 12 to the City of Aventura from this corporation and that his execution thereof, attested by the Secretary of the Corporation, and with the Corporate Seal affixed, shall be the official act and deed of this Corporation

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of corporation on this the _____ August _____ of _____ 27 _____, 2012



Secretary

(SEAL)

**CITY OF AVENTURA
INVITATION TO SUBMIT QUALIFICATIONS**

**BUILDING INSPECTION AND PLAN REVIEW
PROFESSIONAL CONSULTING SERVICES**

ISQ# 12-08-27-2

AGENCY REFERENCE LIST

Please list five (5) **Governmental Agency** contract references for which you have done business as a building inspection and plan review professional consulting service provider within the past three (3) years, if available:

Agency Name: Town of Cutler Bay

Address: 10720 Caribbean Blvd.

City, State, & Zip Code: Cutler Bay, FL 33189

Contact's Name & Phone #: Ralph Casals, 305.234.4262

Agency Name: Village of El Portal

Address: 500 NE 87 St

City, State, & Zip Code: El Portal, FL 33138

Contact's Name & Phone #: Jason Walker, 305.795.7880

Agency Name: City of Weston

Address: 17200 Royal Palm Blvd.

City, State, & Zip Code: Weston, FL 33326

Contact's Name & Phone #: John Flint, 954.385.2000

REFERENCES (continued)

Agency Name: City of North Miami

Address: 776 NE 125 St

City, State, & Zip Code: North Miami, FL 33161

Contact's Name & Phone #: Maxine Calloway, 305.895.9821

Agency Name: Town of Southwest Ranches

Address: 13400 Griffin Road

City, State, & Zip Code: Southwest Ranches, FL 33330

Contact's Name & Phone #: Andy Berns, 954.434.0008

Attach additional sheets if necessary. A comprehensive client and reference list is found under Tab 4 beginning on page 4-14.

If there are less than five (5) agencies listed above, complete "Other References" to bring the total number of references to at least five (5).

**CITY OF AVENTURA
INVITATION TO SUBMIT QUALIFICATIONS**

**BUILDING INSPECTION AND PLAN REVIEW
PROFESSIONAL CONSULTING SERVICES**

ISQ# 12-08-27-2

OTHER REFERENCES

Please list **NAME OF COMPANY, ADDRESS, PHONE NO., AND CONTACT PERSON AT COMPANY** of any other Non-Governmental entities for which you have done building inspection and plan review professional consulting services business within the past three (3) years: This is N/A, as CAP only provides services to government entities.

Agency Name: _____

Address: _____

City, State, & Zip Code: _____

Contact's Name & Phone #: _____

Agency Name: _____

Address: _____

City, State, & Zip Code: _____

Contact's Name & Phone #: _____

RESOLUTION NO. 2012-__

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA SELECTING THE FIRM OF CAP GOVERNMENT TO PERFORM BUILDING AND PLAN REVIEW SERVICES IN ACCORDANCE WITH ISQ #12-08-27-2; AUTHORIZING THE CITY MANAGER TO NEGOTIATE THE TERMS AND FEES FOR SAID SERVICES; AUTHORIZING NEGOTIATIONS WITH AN ALTERNATE FIRM TO PERFORM THE REQUIRED SERVICES SHOULD NEGOTIATIONS WITH SELECTED FIRM BE UNSUCCESSFUL; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Aventura, in accordance with applicable state law, has requested proposals from firms to perform Building and Plan Review Services in accordance with ISQ #12-08-27-2; and

WHEREAS, said proposals were evaluated by a Review Committee consisting of the City Manager, Community Development Director, and Finance Director; and

WHEREAS, said Review Committee recommends the firm of CAP Government, based on said firm's experience and qualifications; and

WHEREAS, said Selection Committee recommends the selection of the firm of M.T. Causley, Inc. should the City be unable to reach favorable terms with the firm of CAP Government; and

WHEREAS, the City Commission desires to authorize the City Manager to negotiate a scope of services and fees with the recommended firm and with the alternate firm, should negotiations with the recommended firm be unsuccessful.

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

Section 1. The firm of CAP Government is hereby selected to perform Building and Plan Review Services in accordance with ISQ #12-08-27-2.

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

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

Section 4. In the event the City is unable to come to favorable terms and fees with the firm of CAP Government, the City Manager is hereby authorized to negotiate scope of services and fees with the alternate firm of M. T. Causley, Inc.

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 Urbáez Weinberg	_____
Vice Mayor Teri Holzberg	_____
Mayor Susan Gottlieb	_____

PASSED AND ADOPTED this 2nd day of October, 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: September 20, 2012

SUBJECT: **ACES School Improvement Plan**

October 2, 2012 City Commission Meeting Agenda Item 5-E

RECOMMENDATION

It is recommended that the City Commission approve the School Improvement Plan for ACES for the 2012/13 school year.

BACKGROUND

Every public school is required by State law to develop a School Improvement Plan (Plan). In our case the Plan must comply with the guidelines established by the Miami-Dade School Board and contain the school's measurable objectives for the school year. The Plan includes baseline standards of achievement, outcomes to be achieved and methods of measurement.

The Plan was reviewed and approved by the ACES School Advisory Committee and the EESAC. In addition, the Plan was reviewed at the September Workshop Meeting.

EMS/act

CCO1786-12

CITY OF AVENTURA

CITY MANAGER'S OFFICE

MEMORANDUM

TO: City Commission

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

BY: Antonio F. Tomei, Capital Projects Manager *afj*

DATE: September 20, 2012

SUBJECT: **Recommendation – Work Authorization No. 01-0103-163
Professional Design Services for Road Resurfacing Improvements
West Country Club Drive (NB)
Craven Thompson & Associates, Inc.**

October 2, 2012, City Commission Meeting Agenda Item 5-F

Recommendation

It is recommended that the City Commission adopt the attached Resolution awarding Work Authorization No. 01-0103-163 to Craven Thompson and Associates, Inc. for Professional Design Services for Road Resurfacing Improvements to Country Club Drives (NB) for an amount of \$138,100. This project is included in the Capital Improvements Program for the 2012/13 fiscal year.

Background

The project is to be designed in accordance with the City's Capital Improvement Program approved by the City Commission. In particular, design plans will address milling and resurfacing improvements to the inside portion of Country Club Drives beginning at the north right-of-way of NE 190th Street (i.e. NE 190th Street and West Country Club Drive) to the north right-of-way of NE 192nd Street (i.e. NE 192nd Street and East Country Club Drive). The cost includes services pertaining to civil design, permitting, bidding, surveying and construction services. The proposed budget is \$685,000 and will be funded by Budget Line Item #120-5001-541-6305.

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

RESOLUTION NO. 2012-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE ATTACHED WORK AUTHORIZATION NO. 01-0103-163 FOR PROFESSIONAL DESIGN SERVICES FOR THE COUNTRY CLUB DRIVES (NORTHBOUND) RESURFACING IMPROVEMENTS PROJECT BY AND BETWEEN THE CITY OF AVENTURA AND CRAVEN THOMPSON AND ASSOCIATES, INC.; 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 attached Work Authorization No. 01-0103-163 (\$138,100) for professional design services for the Country Club Drives (Northbound) Resurfacing Improvements project by and between the City and Craven Thompson and Associates, Inc.

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

Section 3 That the funds to be allocated and appropriated pursuant hereto and for the purposes of carrying out the tenets of this Resolution shall be from Budget Line Item Number 120-5001-541-6305.

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

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

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

PASSED AND ADOPTED this 2nd day of October, 2012

SUSAN GOTTLIEB, MAYOR

ATTEST:

TERESA M. SOROKA, MMC
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

CITY ATTORNEY

WORK AUTHORIZATION NO. 01-0103-163

The City of Aventura has requested Work Authorization No. 01-0103-163 as provided for in the Agreement between the City of Aventura and Craven Thompson and Associates, Inc. and approved by the City Commission on July 3, 2001.

This Work Authorization No 01-0103-163 provides for technical services in accordance with Articles 3, 4, 6, 7 and 8 of the Agreement as further detailed in the scope of services in Exhibit A.

Payment for such services shall be in accordance with Article 5 of the Agreement.

Design Phase

Survey - Inside Lane and Outside Lane (Task No. 11050)	\$70,000.00
Prepare Design Drawings (Task No. 34040)	\$40,000.00
Permitting (Task No. 31080)	\$3,000.00
Project Management (Task No. 34040)	\$3,000.00
Total Design Phase	\$116,000.00

Bidding Phase

Prepare Bid Documents (Task No. 34060)	\$2,000.00
Total Bidding Phase.....	\$2,000.00

Construction Phase

Daily Site Visits (based on 90 day const) (Task No. 34070)	\$18,000.00
Project Closeout Documentation (Task No. 34070)	\$1,000.00
Total Construction Phase	\$19,000.00

Reimbursable Expenses

Printing, Graphics, Communications (Task No. 34100)	\$1,000.00
Couriers, Express Mail, Etc (Task No. 34100)	\$100.00
Total Reimbursable Expenses.....	\$1,100.00

Total Estimated Labor Expenses are.....	\$137,000.00
Total Estimated Reimbursable Expenses are	\$1,100.00

The time period for this work authorization will be:

Design Phase	120 Days
Permitting Phase	60 Days
Bidding Phase	75 Days
Construction Services Phase (estimate).....	120 Days

CITY:

CITY OF AVENTURA, FLORIDA
through its City Manager

BY _____
City Manager

Eric M. Soroka, ICMA-CM

_____ day of _____, 2012

Notice to Proceed ___ Yes ___ No

Project Initiation Date _____

RECOMMENDED through its
Capital Projects Manager

BY Antonio F. Tomei
Capital Projects Manager

Antonio F. Tomei

20 day of SEP., 2012

Exhibit A

Consultant shall prepare roadway milling, resurfacing and pavement marking drawings for the following area:

The inside half right-of-way of Country Club Drive from the north right-of-way of NE 190th Street (i.e., NE 190th Street and West Country Club Drive) to the north right-of-way of NE 192nd Street (i.e., NE 192nd Street and East Country Club Drive). This work encompasses approximately 2.4 miles of roadway. The construction limits will match the end of the construction limits for the milling and resurfacing previously completed on NE 190th Street and the proposed milling and resurfacing limits for the FDOT project on NE 192nd Street. Attached is an exhibit showing the limits of work.

The survey portion of this work authorization will include both the inside and outside portions of Country Club Drive.

Our scope of service shall include surveying, engineering design and construction services. Consultant will more specifically perform the following:

- Prepare design survey.
- Prepare roadway resurfacing and pavement marking plans.
- Prepare Engineers' Cost Estimate for the proposed improvements.
- Prepare technical specification for inclusion into the City's Bid package.
- Prepare Bid package and assist City in bidding the project.
- Miscellaneous coordination with agencies, franchise utilities, and/or City.
- Construction services, including periodic observation of the work to document conformance with specifications and drawings.

CITY OF AVENTURA
FINANCE DEPARTMENT

MEMORANDUM

TO: City Commission

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

BY:  Brian K. Raducci, Finance Director

DATE: September 24, 2012

SUBJECT: **Resolution Authorizing Execution of Towing Agreement and Backup Towing Agreement**

October 2, 2012 Commission Meeting Agenda Item 5-6

Recommendation

It is recommended that the City Commission adopt the attached Resolution which authorizes the execution of a "Towing Agreement" with Prestige Auto Transport Towing & Recovery and "Backup Towing Agreement" with Downtown Towing Company Inc.

Background

As you may be aware, the City currently has a Towing Agreement with MidTown Towing of Miami, Inc. which will expire on October 31, 2012. That contract was awarded for a three (3) year term in 2007 and was renewed for two (2) additional one (1) year periods pursuant to the prior RFP for towing services.

As a result, on August 10, 2012, the City issued a formal request for proposal (RFP) for Towing, Wrecker and Storage Service, RFP #12-09-04-2. The RFP was advertised in the Miami Herald and in addition, a solicitation package was made available from www.demandstar.com. On August 17, 2012, three (3) firms attended a non-mandatory pre-bid conference to obtain clarification on the annual number of tows and the Bid Bond requirements. All three (3) firms went on to submit proposals.

On September 4, 2012 sealed proposals were opened from the following firms:

- Prestige Auto Transport Towing & Recovery
- Downtown Towing Company Inc.
- Midtown Towing of Miami, Inc.

The results of those submissions are summarized in the "Proposal Tabulation" which is included as **Attachment I**. Representatives from the Police Department inspected the

facilities and equipment of all three (3) proposers and determined that each firm met the minimum requirements as established and outlined in the RFP.

Since all three (3) firms possess the required facilities and equipment and all were bound by the same fee schedule, the primary criteria for award was the franchise fee that each firm proposed to pay to the City. As indicated on **Attachment I**, Prestige Auto Transport Towing & Recovery proposed the highest yearly franchise fee (\$45,100.94) and are therefore being recommended to serve as the City's primary towing contractor. The next highest franchise fee was proposed by Downtown Towing Company and as a resulting is being recommended to act in the capacity as the backup contractor. The franchise fee for each proposer is shown on **Attachment I**.

For your convenience, copies of the RFP and the addendum have been included as part of **Attachment I**. Copies of the proposals from all vendors are on file in the Finance Department. Upon your review, if you have any questions, please feel free to contact the City Manager.

CITY OF AVENTURA
PROPOSAL TABULATION
TOWING, WRECKER AND STORAGE SERVICES
RFP #12-09-04-2

Proposal Open after 2:00 pm on Tuesday, September 4, 2012

<u>Company</u>	<u>Total Bid</u>	<u>Addendum Acknowledged</u>	<u>Proper Bid Bond</u>	<u>Bidder Qual. Stmt</u>
Prestige Auto Transport Towing & Recovery	\$45,100.94	Yes	Yes	Yes
Downtown Towing Company	\$32,000.00	Yes	Yes	Yes
Midtown Towing of Miami, Inc.	\$23,075.77	Yes	Yes	Yes

Offers listed from the vendors herein are the only offers received timely as of the above opening date and time. All other offers submitted in response to this solicitation, if any, are hereby rejected as late.



CITY OF AVENTURA

ADDENDUM #1

TOWING, WRECKER AND STORAGE SERVICES

RFP # 12-09-04-2

DATE OF ADDENDUM: Thursday, August 30, 2012

TO ALL PROSPECTIVE PROPOSERS:

PLEASE NOTE THE FOLLOWING CLARIFICATION TO QUESTIONS:

11

1. In section 2.26 Secondary/Other Vendors the fee that is due to the City of Aventura is \$30.00 per call received. It does not state how payment should be handled; will this be paid to the city monthly or quarterly?

Answer: Payment will be paid quarterly

2. We will like to know the amount of tows called in by the police department monthly for the last year. We will also like to know the total tows for the previous 3 years.

Answer:

<u>Fiscal Year</u>	<u>Total Tows</u>	<u>Average Per Month</u>
Nov. 2008-Oct. 2009	1027	85.59
Nov. 2009-Oct. 2010	896	74.67
Nov. 2010-Oct. 2011	726	60.50

3. How much was the bid from the current towing company.

Answer: Annual contract amount \$30,093.24

4. Would you take a letter of credit instead of a bond?

Answer: Yes, an "Irrevocable letter of Credit" may be provided.

END OF ADDENDUM #1

CITY OF AVENTURA
REQUEST FOR PROPOSALS



The City of Excellence

TOWING, WRECKER AND STORAGE SERVICE

RFP #12-09-04-2

ISSUING DATE: Friday, August 10, 2012
BID OPENING DATE: Tuesday, September 4, 2012
BID OPENING TIME – 2:00 P.M.

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**REQUEST FOR PROPOSALS
RFP # 12-09-04-2
CITY OF AVENTURA
TOWING, WRECKER AND STORAGE SERVICES**

The City of Aventura, Florida, is requesting Sealed Proposals from qualified firms to provide Towing, Wrecker and Storage services, which will be received at the Office of the City Manager, City of Aventura, 19200 W. Country Club Drive, Aventura, Florida 33180, at 2:00 p.m. Tuesday, September 4, 2012 at which time they will be opened and read aloud for:

**TOWING, WRECKER AND STORAGE SERVICES
RFP # 12-09-04-2**

The City of Aventura, Florida is inviting the submission of proposals from qualified firms for towing, wrecker and storage of vehicles.

Submittals must be received no later than 2:00 p.m. on Tuesday, September 4, 2012 and clearly marked on the outside of package "RFP #12-09-04-2". Late submittals will not be accepted.

**Office of the City Manager
City of Aventura
19200 West Country Club Drive
Aventura, FL 33180**

A non-mandatory Pre-Proposal Conference will be held at 10:00 AM (EST) on Friday, August 17th, 2012. The Pre-Proposal Conference will be held in the 5th floor conference room at The City of Aventura, City Hall.

Interested firms may obtain the Request for Proposals (RFP) package from www.demandstar.com or www.cityofaventura.com/finance/bids.shtml, on or after Friday, August 10, 2012. The RFP package contains detailed information about the Statement of Work, Proposal submission requirements and selection procedure from this RFP.

Any or all questions should be directed to Indra Sarju, Purchasing Agent at (305) 466-8925 or via email [www.sariui@cityofaventura.com](mailto:sariui@cityofaventura.com).

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

Pursuant to Ordinance 2005-14; City Code Section 2-420, vendors of the City are prohibited from in any way providing campaign contributions to City commission candidates. Please see the detailed specifications of this solicitation for further details.

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

Eric M. Soroka
City Manager

RESPONSE TO A FORMAL REQUEST FOR PROPOSAL

GENERAL INFORMATION

A. SCOPE OF SERVICES:

The City of Aventura, Florida is inviting the submission of proposals from qualified firms to provide Towing, Wrecker and Storage of vehicle services.

B. PROPOSAL DUE DATES:

Complete proposals are due on Tuesday, September 4, 2012 at 2:00 p.m. Proposals must be received in the Office of the City Manager by the date and time indicated, with opening immediately following at the City of Aventura, 19200 West County Club Drive, Aventura, FL 33180.

Proposals should be addressed and delivered to:

RFP # 12-09-04-2
Office of the City Manager
City of Aventura
19200 West Country Club Drive
Aventura, Fl 33180

2. Questions concerning this RFP should be directed to:

Indra Sarju, Purchasing Agent
19200 W. Country Club Drive
Aventura, Florida 33180
(305) 466-8925
Email: sarjui@cityofaventura.com

2. In order to facilitate review of the proposals, each proposer must submit one (1) original plus three (3) additional copies of the RFP response on or before the submission deadline indicated herein. In addition, one (1) CDs that contain a single "converted" (not scanned) signed electronic PDF file that contains your entire response with each page of the response in the order as presented in the RFP document, including any attachments

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

Tuesday, September 4, 2012 AT 2:00 PM

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

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

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

2. ACRONYMS/DEFINITIONS

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

<i>Contract</i>	Shall refer to the Contract that may result from this Request For Proposals.
<i>Contractor</i>	The organization(s)/individual(s) that is awarded and has an approved contract with the City for the services identified in this RFP.
<i>City/Owner</i>	Shall refer to The City of Aventura, Florida or its designated representative, as applicable
<i>Commission</i>	The term Commission as used throughout this document will mean the City Commission of City of Aventura, Florida.
<i>Due Date and Time</i>	Shall refer to the due date and time listed in the Solicitation Timetable of this Solicitation.
<i>Evaluation Committee</i>	An independent committee comprised solely of representatives of the City established to review proposals submitted in

response to the RFP, score the proposals, and recommend a Proposer(s).

FSS	Florida State Statutes
May	Indicates something that is not mandatory but permissible.
Proposal	Shall refer to any offer(s) submitted in response to this Request For Proposal
Proposer	Shall refer to anyone submitting a Proposal in response to the Request for Proposal.
Provider or Successful Proposer	Shall refer to the Proposer receiving an award as result of this Request for Proposal.
Request for Proposal, RFQ, or Solicitation	Shall mean this Request for Proposal including all Exhibits and Attachment as approved by the City, and amendments or change orders issued by the City
Work, Services, Program, Project or Engagement	Shall refer to all matters and things that will be required to be done by the Successful Proposer in accordance with the Scope of Work, and the Terms and Conditions of this Solicitation
Shall/Must	Indicates a mandatory requirement. Failure to meet a mandatory requirement will, if material, result in the rejection of a proposal as non-responsive.
Should	Indicate something that is recommended but not mandatory. If the Proposer fails to provide recommended information, the City may, at its sole option, ask the Proposer to provide the information or evaluate the proposal without the information. Failure after demand will result in rejection.
Sub-Contractor & Sub-Consultant	Shall refer to any person, firm, entity, or organization, other than the employees of the Successful Proposer, who contract with the Successful Proposer to furnish labor, or labor and materials, in connection with the Work or Services to the City, whether directly or indirectly, on behalf of the Successful Proposer.

SECTION 1

REQUEST FOR PROPOSALS

SUBJECT: Towing, Wrecker and Storage Services

OPENING DATE & TIME: Tuesday, September 4, 2012 @ 2:00 P.M

SUBMIT TO: Office of the City Manager
City of Aventura
19200 West Country Club Drive
Aventura, Florida 33180

RFP NUMBER: 12-09-04-2

1.1 INTENT

The City of Aventura, Florida is inviting the submission of proposals from qualified firms to provide the Towing, Wrecker and Storage for the City of Aventura.

A more complete scope of services is included as Section 3.1 under the Special Conditions of this proposal.

It is the intent of the City to select a primary towing contractor and a secondary contractor to provide the services requested in this proposal as included in Section 2.26.

1.2 **CONTRACT PERIOD**

The initial contract shall be for a period of three (3) years with the right to renew the contract for two (2) additional one year periods upon mutual agreement of both parties.

1.3 **PROHIBITIONS RELATING TO OTHER BUSINESS INTERESTS**

As more fully discussed in Section 3.3 of the Special Conditions of this RFP, the contractor shall not engage directly or indirectly or through a subsidiary or other entity in the automobile paint and body repair or salvage, junkyard or auto recycling business.

1.4 **EVALUATION OF PROPOSALS**

Proposals will be evaluated based upon the criteria contained in Sections 2.17 through 2.19 of the General Conditions and 3.7 of the Special Conditions.

2.26 **PROPOSAL REQUIREMENTS**

Proposals must include but need not be limited to, one original and three copies of the complete Proposal Form including Attachments as follows:

- Attachment A – Exclusive Service Agreement Fee Proposal Form
- No Bid or Proposal Response
- Attachment B - Agency Reference List
- Attachment B1- Other References
- Attachment C – Vehicle & Equipment List
- Attachment D – Storage Compound Information
- Attachment E – Proposer's Qualification Forms
- Attachment F – Proposal Exception Form
- Attachment G – Indemnification Clause
- Attachment H – Sworn Statement Pursuant to Section 287.133, F.S.

The City provided proposal forms must be completed, signed, notarized and certified as to authorization. Attachments A, B, B1, C, D, and E must be completed using the City provided forms. For attachments G and H, the City provided forms must be signed and notarized. In addition, the proposal packet shall include a copy of all insurance policies as specified in section 3.20 and one copy of the entire RFP document with the proposer's company and initials on each page. Also, one original of the bid bond or cashier's check must be included in the sealed envelope.

1.6 TIMETABLE FOR REVIEW AND SELECTION

The written proposals will be evaluated by a review committee consisting of employees from the City's Police and Finance Departments. Based upon this evaluation, the Committee may select one or more companies for further evaluation. If determined appropriate, selected companies will receive a site visit to storage and other facilities. A complete background investigation may also be completed for each proposing company. The Committee shall recommend an agreement with the top ranked company to the City Commission at their October 2nd, 2012 meeting. It is anticipated that the new company would assume full service responsibilities on November 1, 2012.

2.26 CITY'S RIGHTS

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

All materials submitted in response to the Request for Proposals become the property of the City of Aventura and will be returned only at the option of the City. The City has the right to use any or all ideas presented in any response to the RFP, whether amended or not, and selection or rejection of the Proposal does not affect this right, provided however, that any submittal that has been submitted to the City Manager's

Office may be withdrawn prior to submittal opening time stated herein, upon proper identification and signature releasing submittal documents back to the proposing firm.

1.8 CONE OF SILENCE PROVISION

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

 - the City Commission, City's professional staff including, but not limited to, the City Manager and his or her staff, any member of the City's selection or evaluation committee.
- B. The Cone of Silence shall be imposed upon each RFP, RFQ and bid after the advertisement of said RFP, RFQ, or bid.
- C. The Cone of Silence shall terminate at the beginning of the City Commission meeting at which the City Manager makes his or her written recommendation to the City Commission. However, if the City Commission refers the Manager's recommendation back to the Manager or staff for further review, the Cone of Silence shall be re-imposed until such time as the Manager makes a subsequent written recommendation.
- D. The Cone of Silence shall not apply to:
- (1) Oral communications at pre-bid conferences;
 - (2) Oral presentations before selection or evaluation committees;
 - (3) Public presentations made to the City Commissioners during any duly noticed public meeting;
 - (4) Communications in writing at any time with any City employee, unless specifically prohibited by the applicable RFP, RFQ or bid documents. The bidder or proposer shall file a copy of any written communication with the City Clerk. The City Clerk shall make copies available to any person upon request;
 - (5) Communications regarding a particular RFP, RFQ or bid between a potential vendor, service provider, proposer, bidder, lobbyist or consultant and the City's Purchasing

Agent or City employee designated responsible for administering the procurement process for such RFP, RFQ or bid, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;

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

2.26 CAMPAIGN FINANCE RESTRICTIONS ON VENDORS

- A. Pursuant to Ordinance 2005-14; City Code Section 2-420, vendors of the City are prohibited from in any way providing campaign contributions to City commission candidates.
- B. City Code Sec. 2-420. Prohibited campaign contributions by vendors.
- (a) *General, prohibition, disqualification, definitions.*
 - (1) a. No vendor shall give, solicit for, deliver or provide a campaign contribution directly or indirectly to a candidate, or to the campaign

committee of a candidate, for the Offices of Mayor or Commissioner. Commencing on the effective date of this article, all proposed City contracts, as well as requests for proposals (RFP), requests for qualifications (RFQ), requests for letters of interest (RFLI), or solicitations of bids issued by the City, shall incorporate notice of this section so as to notify potential vendors of the proscription embodied herein.

b. No candidate or campaign committee of a candidate for the Offices of Mayor or Commissioner, shall deposit into such candidate's campaign account any campaign contribution which is received directly or indirectly from a vendor or which such candidate or campaign committee knows or should know was solicited by or for a vendor or delivered or provided for a vendor. Candidates (or those acting on their behalf) shall ensure compliance with this code section by confirming through examination of the official vendor list which is posted on the City of Aventura website to verify the vendor status of any potential contributor. A candidate or the campaign committee of a candidate shall not be in violation of this subsection if the vendor was not listed as a vendor in the City website at the time that the contribution was received or deposited so long as the candidate or the campaign committee of a candidate did not know that the person or entity was a vendor of the City.

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

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

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

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

(4) As used in this section:

a. *Vendor.*

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

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

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

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

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

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

(b) *Waiver of prohibition.*

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

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

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

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

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

(2) *Limited waiver.* Notwithstanding the denial of the City Commission of a waiver request regarding the provision of goods, equipment or services under an existing contract pursuant to subsection (b)a. above, the City Commission, may by the affirmative vote of five members of the City Commission after a public hearing, grant a limited waiver concerning an existing contract for the provision of goods, equipment or services between a vendor and the City upon finding that in order to protect the health, safety and welfare of the citizens of the City, it is necessary that the affected contract be continued for a limited duration (not to exceed a period of six months) in order for the City to obtain a replacement vendor.

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

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

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

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

(Ord. No. 2005-14, § 3, 10-11-05)

2.26 PUBLIC ENTITY CRIME/DISQUALIFICATION:

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

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

By submitting a response to this invitation, bidders certify that they are qualified under Section 287.133, Florida Statutes, to provide the services set forth in this invitation.

2.26 Conflicts of Interest

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

2.26 Bid Protest Procedures

In the event of a bid protest, it will be handled in accordance with and pursuant to Section 2-259, City Code. An electronic copy of this section may be found online at: <http://www.municode.com/Library/FL/Aventura>.

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SECTION TWO

General Conditions

2.26 PURPOSE OF PROPOSAL:

The City of Aventura intends to secure a source of supply(s) for the service needed at the most responsive and responsible price. The City reserves the right to award the proposal considered to best serve the City's interests.

Any questions concerning the proposal specifications or any required need for clarification should be made at least five (5) days prior to the date of the proposal opening. No plea of ignorance or delay or required need of additional information shall exempt a proposer from submitting his proposal on the required date and time of day as publicly noted.

Proposer warrants that the prices, terms and conditions quoted in the proposal will be firm for a period of ninety (90) days from the date of the proposal opening unless otherwise stated by the proposer. Incomplete, unresponsive, irresponsible, vague, ambiguous responses to the request for proposal will be just cause for rejection as determined by the City.

In the event of any conflicts between provisions contained in the General Conditions (Section 2.1 through 2.26) and Special Conditions (Section 3.1 through 3.32), the provisions contained in the Special Conditions shall govern.

2.26 SUBMISSION OF PROPOSALS

Proposers must use the proposal form(s) furnished by the City. Failure to do so may cause the proposal to be rejected. Removal of any part of the proposal may invalidate the proposal.

Proposals having an erasure or corrections must be initialed by the proposer in ink. Proposals shall be signed in ink. All quotations shall be typewritten or filled in with ink.

2.3 GUARANTIES:

No guarantee or warranty is given or implied by the City as to the total amount of services that may or may not be purchased from any resulting contract or award. These quantities are for proposal purposes only and will be used for tabulation and presentation of the proposal. The City reserves the right to reasonably increase or decrease quantities as required. The prices offered herein and the percentage rate of discount applies to other representative items not listed in this proposal.

2.4 DELIVERY:

All items shall be delivered F.O.B. destination (i.e. at a specific City of Aventura address), and delivery costs and charges (if any) will be included in the proposal price. Exceptions should be noted. When practical, the City may make pick-ups at the vendor's place of business.

2.5 TAXES

Proposer should not include taxes in proposal prices.

2.6 MISTAKES

If there is a discrepancy in the unit and extended prices, the unit price(s) will prevail and the extensions adjusted to coincide. Proposers are responsible for checking their calculations. Failure to do so will be at the Proposer's risk and errors will not release the proposer from his responsibility as noted herein.

2.26 BRAND NAMES

If a brand name, make, of any "or equal" manufacturer trade name, trade name, or vendor catalog is mentioned whether or not followed by the words "approved equal" it is for the purpose of establishing a grade or quality of material only. Vendor may offer equals with appropriate identification, samples and/or specifications on such item(s). The City shall be the sole judge concerning the merits of items proposed as equals.

Provision of any written indication of intent to quote an alternative brand or model number, or designation of objective of the proposal will be considered as a quotation in complete compliance with the specifications as listed, at the discretion of the city, which would best serve the City's interest.

2.8 MATERIAL

Acceptance of any materials delivered under this proposal shall remain the property of the seller until accepted to the satisfaction of the City. In the event material(s) supplied to the City is found to be defective or does not conform to specifications, the City reserves the right to return the product(s) to the seller at the sellers expense.

2.9 PRICING

Prices should be stated in units of quantity specified in the proposal specifications. In case of a discrepancy, the city reserves the right to make the final determination at the lowest net cost to the City.

2.26 SAFETY STANDARDS

The proposer warrants that the product(s) supplied to the City conforms in all respects to the standards set forth in the occupational safety and health act and its amendments.

Proposals must be accompanied by materials data safety sheets (M.D.S.S.) when applicable.

2.11 PAYMENTS

Payment will be made after commodities/services have been received, accepted, and properly invoiced as indicated in the contract and/or purchase order. Invoices must bear the purchase order number.

2.26 LIABILITY, INSURANCE, LICENSES & PERMITS

Where proposers are required to enter onto City of Aventura property or public right of way to deliver materials or to perform work or services as a result of a proposal award, the proposer will assume the full duty, obligation, and expense of obtaining all necessary licenses, permits, inspections, and insurance required. The proposer shall be liable for any damages or loss to the city occasioned by negligence of the proposer (or his agent) or any person the proposer has designated in the completion of his contract as a result of the proposal. Contractor shall be required to furnish a certified copy of all licenses, certificates of competency or other licensure requirements necessary to perform services hereunder as required by Florida State Statute, Florida Building Code, Miami-Dade County, or City of Aventura Code, if any. These documents shall be furnished to the City along with the proposal response. Failure to furnish these documents or to have required licensure will be grounds for rejecting the proposal and forfeiture of the bid bond.

The vendor shall furnish to the Finance Director, City of Aventura, 19200 W. Country Club Drive, Aventura, FL. 33180, certificate(s) of insurance, which indicate that insurance coverages comply with Section 13.1 under Special Conditions of this proposal.

2.13 COUNTY LICENSE

No bid may be submitted or awarded unless the proposer has a Miami-Dade County license under County Code Section 30-462.

2.26 COMPLIANCE WITH LAW

Proposer shall conduct its operations in compliance with all applicable federal, state, county and local laws in providing any services hereunder.

2.15 ASSIGNMENT

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

2.16 AWARD OF BIDS:

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

2.17 EVALUATION OF PROPOSALS

The City, at it's discretion, reserves the right to inspect any/all proposers facilities to determine their capability of meeting the City's needs.

2.18 IDENTICAL (TIE PROPOSALS)

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

2.19 PREFERENCE TO LOCAL BUSINESSES

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

2.20 HOLD HARMLESS

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

2.21 CANCELLATION

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

2.22 DISPUTES

If any dispute concerning a question of fact arises under this contract, other than termination for default or convenience, the contractor and the city department responsible for the administration of the contract shall make a good faith effort to resolve the dispute. If the dispute cannot be resolved by agreement, then the department with the advice of the City Attorney shall resolve the dispute and send a written copy of its decision to the contractor, which shall be binding on both parties.

2.23 NONCONFORMANCE TO CONTRACT:

The City of Aventura may withhold acceptance of, or reject items or services which are found upon examination, not to meet the specification requirements. Upon written notification of rejection, items shall be removed within five (5) calendar days by the vendor at his own expense and redelivered at his expense. Rejected goods left longer than thirty (30) calendar days will be regarded as abandoned and the City shall have the right to dispose of them as it's own property. Rejection for nonconformance, failure to provide services conforming to specifications, or failure to meet delivery schedules may result in the contractor being found in default.

2.24 DEFAULT PROVISION:

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

2.25 INDEMNIFICATION:

The contractor shall indemnify, save harmless, and defend the City of Aventura, it's officers, agents and employees from and against any claims, demands or causes of action of whatsoever kind or nature arising out of error, omission, negligent act, conduct or misconduct of the contractor, his agents, servants or employees in the provision of goods or the performance of services pursuant to this proposal and/or from any procurement decision of the City including without limitation, awarding the contract to the contractor.

2.26 SECONDARY/OTHER VENDORS:

The City reserves the right in the event the primary vendor cannot provide an item(s) or Service(s) in a timely manner as requested, to contact the second best bidder of this RFP to perform said service. Contractor will provide the City with a fee of \$30.00 per call. If the secondary contractor is unavailable, the City reserves the right to seek and obtain other sources without thereby violating the intent of the contract. The secondary vendor shall be required to execute an agreement to provide said secondary vendor services.

END OF SECTION

**SECTION 3
SPECIAL CONDITIONS**

**TOWING, WRECKER AND STORAGE SERVICE
RFP #12-09-04-2**

3.1 SCOPE:

The City of Aventura is accepting sealed proposals for the towing and storage of vehicles. The contractor shall provide for the removal, impounding, and storage of junk vehicles, abandoned vehicles, illegally parked vehicles, non-driveable vehicles at accident scenes, the vehicles of prisoners arrested by the City of Aventura Police Department, or vehicles that are required to be removed or impounded for any reason that arises; from the public rights-of-way or other areas within the city or from other locations as directed by the City of Aventura. The contractor will provide twenty-four hour towing services, 365 days per year. The contractor will supply the City with priority services. The contractor will be given first call for all wrecker services requested by the City unless a motorist makes a specific request for another wrecker. The City reserves the right to request another wrecker service in an emergency situation. The contractor shall charge for the tow and/or storage of any vehicle directly to the owner or operator thereof, and not to the City, in accordance with the City approved rate schedule. Vehicles towed and/or stored under the provisions of this contract shall only be taken to the approved storage location or to a location approved in writing by the owner. The contractor shall charge the same amount pursuant to this contract for vehicles towed in and out of the storage compound.

3.2 INITIAL CONTRACT PERIOD AND CONTRACT RENEWAL

The initial contract shall be for a period of three (3) years from execution of the agreement. In addition, the City reserves the right to renew the contract for two (2) additional one year periods, providing that both parties agree that all terms, conditions and specifications remain the same, contingent upon approval by the City Manager and the City Commission of the City of Aventura.

3.3 PROHIBITION AGAINST OTHER BUSINESSES

The contractor shall not engage directly or indirectly or through a subsidiary or other entity in the automobile paint and body repair business or salvage, junkyard or auto recycling. Further, the contractor shall not undertake any repairs to, or remove any part or parts from, any vehicle towed or stored pursuant to the provisions herein. Contractor also agrees that during the term of the agreement, contractor shall have no financial ties to a body shop/auto repair shop and will not accept any compensation for referral work on towed vehicles. The contractor agrees to refrain from soliciting any referrals from any auto body and/or repair facilities.

3.4 NO CONTINGENT FEE

Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure the agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making the agreement. For the breach or violation of this provision, the City shall have the right to terminate the agreement, without liability, at its discretion.

3.5 ATTORNEY'S FEES

If the City incurs any expense in enforcing the terms of the agreement whether suit be brought or not, contractor agrees to pay all such costs and expenses including, but not limited to, court costs, interest, and reasonable attorney's fees.

3.6 ADDENDA, CHANGES OR INTERPRETATIONS DURING BIDDING

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

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

3.7 BASIS OF AWARD:

Award will be made to the most responsive and responsible proposer. Evaluation criteria, in addition to those contained in Sections 2.17 through 2.19 of the General Conditions, are the amount of the Exclusive Service fee proposed, quantity and quality of equipment and size, location, and appropriate layout of storage facility, and the overall ability to perform the services requested.

3.8 BONDS:

The proposer must include a bid bond in the amount of five percent (5%) of the yearly exclusive service agreement fee proposed. Such bond may be in the form of a certified or cashier's check or security bond in the form shown as Appendix 1 to this RFP. In addition, the successful bidder shall furnish a performance bond in the amount of 100% of the yearly Exclusive Service Agreement Fee with the City of Aventura as the obligee, as security for the faithful performance of the contract. The bond shall be issued by a satisfactory surety company authorized to do business in the State of Florida and be in the form shown as Appendix 2 to this RFP.

3.9 BID SECURITY FORFEITED, LIQUIDATED DAMAGES:

Failure to execute a contract in the form prepared by the City and file an acceptable performance bond as provided herein within ten (10) days after written notice of award has been given shall be just cause for the annulment of the award by the City and the forfeiture of the bid security to the City, which forfeiture shall be considered not as a penalty, but in liquidation of damages sustained. Award may then be made to the next best responsible proposer or all proposals may be rejected, as best meets the needs of the City.

3.10 CONTRACT CONTINUITY:

In the event services are scheduled to end either by contract expiration or by termination by the City of Aventura (at the City's discretion), it shall be incumbent upon the contractor to continue the service, if requested by the City, until new services can be completely operational. At no time shall this transition period extend more than ninety (90) days beyond the expiration date of the existing contract.

3.11 COMPLAINTS OR DISPUTES

The contractor agrees that any complaints received by the City concerning misconduct on the part of the contractor, such as excessive charges, poor business practices, damage to vehicles, etc., will be referred to the office of the Chief of Police or his designee for appropriate action. The contractor agrees to make any complaints concerning the City of Aventura available to the City Manager or his designee for action as required.

3.12 PERSONNEL

The contractor shall have a minimum of three years experience in towing any and all types of vehicles, including motor vehicles, truck tractors, trailers, tank trailers, and boat trailers. The contractor shall have qualified trained employees. No less than two operators shall be on duty at all times to avoid delays and be able to respond to a scene within thirty (30) minutes. The contractor shall agree to have in its personnel file, a D.M.V. report on each driver that it updates annually. Contractor agrees to ensure that

all drivers' possess a valid commercial drivers license in accordance with the law. It also will ensure that all drivers used on City calls shall be neat, clean, courteous, sober and competent in operating skills. Contractor agrees to be responsible for such drivers.

3.13 RESPONSE TIME

The contractor shall respond within thirty (30) minutes with appropriate towing equipment to handle a towing call requested by any authorized representative of the City of Aventura Police Department. If said response time exceeds thirty (30) minutes, said delay may be punishable by a \$50.00 fine charged to the contractor. In the event that the call for a wrecker is for a non-emergency towing service of a City vehicle, then the response time shall be 45 minutes with appropriate towing equipment to handle the call. If said response time exceeds 45 minutes for a non-emergency tow of a city vehicle, said delay may be punishable by a \$50.00 fine charged to the contractor. The enforcement of the fine provisions shall be at the direction and discretion of a city police representative who will take into consideration mitigating circumstances that may have caused the untimely response. The contractor agrees to pay any fines assessed and to reimburse the City within 30 days, for any fees or expenses incurred because of the contractor's failure to respond to a call within the response time period or because of the contractor's inability to respond with sufficient equipment to complete the towing assignment.

3.14 LICENSING

The successful proposer shall be licensed and certified by all appropriate State and Local agencies. The contractor shall procure; at its own expense, all necessary licenses and permits. The contractor shall conform to all applicable laws, regulations, or ordinances of the State, County, and City.

3.15 EQUIPMENT

The successful proposer shall provide, maintain and have available at all times a minimum of three tow trucks rated class "A" wreckers, one (1) class "B" wrecker, one (1) class "C" wrecker, and one class "A" or "B" flatbed. All tow trucks shall be equipped as described in the section 3.25 entitled "Minimum Standards". During severe storms and emergencies, the successful proposer will have available one additional tow truck.

3.16 STORAGE

The contractor must provide storage for impounded vehicles. The storage area must be of a size to hold a minimum of one hundred vehicles, properly spaced to provide access for removal or addition of vehicles. The storage area must have a durable surface, properly drained and enclosed. No repair work or servicing of vehicles shall be permitted in the storage area. The contractor will provide, on a twenty-four hour basis, attendants and sufficient equipment for immediate response to calls for service from the City of Aventura Police Department or other departments of the City of Aventura. In

addition, the contractor will make available adequate personnel to staff the storage compound from 7:00 A.M. to 7:00 P.M., Monday thru Saturday, for the purpose of releasing vehicles to the owners. The contractor further agrees to provide on call personnel to release vehicles between 7:00 P.M. and 7:00 A.M., Monday thru Saturday, and at all times on Sunday and/or holidays. The contractor will not change the storage facility location without written permission from the City of Aventura. Contractor shall provide storage for towed vehicles in the outside enclosure area unless specific written instructions are given for inside storage by the owner of the vehicle or by the attending city official. Cars designated for outside storage shall be charged at the outside storage rate. If the contractor prefers to use inside storage, he shall not charge a higher rate than the outside storage rate.

If, in the opinion of the police officer at the scene, the vehicle requires special weather protection, he or she will so note it on the vehicle storage receipt and the contractor shall be required to completely cover the car with a weather proof material and shall be allowed to charge the sum of fifty cents (\$.50) per day for this service.

3.17 INSIDE STORAGE

Contractor shall furnish inside storage for at least five (5) vehicles which are of a condition that inclement weather could result in damage thereto. Said area shall be enclosed by solid walls, roof and access door. Vehicles stored with a police hold shall be maintained in a designated secure and covered location and not disposed of or released unless authorized by the City of Aventura Police Department.

3.18 CONTRACTOR'S LIABILITY

The contractor's liability for a towed vehicle and all personal property contained therein shall commence from the time the wrecker is hooked on to the vehicle to be towed. The contractor shall have his employee, representative, or agent, inventory jointly with a police officer, or owner, or possessor of the vehicle, all personal property in the vehicle(s) (exclusive of any evidence impounded by police) which the contractor is directed to tow. The contractor agrees to assume full responsibility for any articles of personal property left in the vehicle and listed on the property receipt form. The contractor agrees to replace any such articles upon verification of the loss by the Aventura Police Department or other law enforcement agency.

- Personal property in the vehicles stored by the contractor shall not be disposed of to defray any charges for towing and storage of vehicles, without a court order.
- Contractor shall assume responsibility for theft from, or of, any vehicle stored in the contractor's compound.

In the event that the contractor has in his possession a vehicle or personal property that is determined, pursuant to Florida State Statutes, to be abandoned; disposal and/or any transfer of title to the property shall be regulated pursuant to chapter 705, F. S. S.

The City reserves the right to cancel a request for services of the contractor at any time, including up to the time of hook-up. The contractor shall agree that the mere response to a service call scene without other action does not constitute a service call for which charges are applicable.

3.19 REPORTS

All inventory records of personal property in the vehicles, after any property in the vehicle may have been inventoried and/or impounded by the police department, which have been towed shall be made in triplicate, and signed by the contractor or it's agent. One copy shall be maintained by the contractor as a permanent record, one copy of the inventory shall be given to the owner or operator of the vehicle being towed, if known, or securely attached to the vehicle, and one copy shall be retained by the City of Aventura.

The contractor shall maintain such personal property in an appropriate locked room. The contractor will provide to the City of Aventura Police Department a complete and detailed list of the vehicles towed pursuant to this agreement and which have remained on the contractor's lot for a period in excess of ninety (90) days. Information will be provided to the city relating to personal property coming into the contractor's control as a result of this agreement, which has remained in the contractor's control for a period in excess of ninety (90) days. The contractor, immediately upon impounding or removing any vehicle, shall prepare, without charge, a written report of the description of the vehicle, which report shall include:

- A. Make & Model of the vehicle
- B. License Number
- C. Vehicle identification number
- D. Number of tires
- E. Condition of vehicle
- F. Name, address & phone number of towing service
- G. Towing charges
- H. Storage charges
- I. Facility to which vehicle was towed.

A copy of the report shall be signed by the contractor and delivered to the Aventura Police Department.

The contractor shall comply with Sec. 713.78, Florida Statute.

3.20 INSURANCE

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

1. A business automobile policy that covers any auto used in connection with this agreement, regardless of whether the vehicle is owned, rented, hired or

borrowed by the contractor. Minimum limits for bodily injury/property damage liability shall be \$500,000 per occurrence.

2. A comprehensive general liability policy with minimum coverage limits of \$500,000.00 for bodily injury and property damage per occurrence.
3. A comprehensive garage-keepers legal liability policy with minimum combined single limit coverage of \$500,000.00 for bodily injury and property damage.
4. A garage liability policy with minimum combined single limit coverage of \$500,000.00 for bodily injury and property damage.
5. A worker's compensation and employer's liability policy, which covers all of the contractor's employees to be engaged in work on this contract as specified by, and in accordance with, F.S.S. 440.

The City of Aventura shall be named as additional insured on policies listed as 1 - 5 of the contractor's above required policies of insurance. The form and types of coverage and sufficiency of insurer shall be subject to approval of the City Manager.

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

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

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

3.21 CONTRACTOR'S RELATION TO THE CITY

It is expressly agreed and understood that the contractor is in all respects an independent contractor as to all work hereunder, and that the contractor is in no respect an agent, servant or employee of the City of Aventura. This contract specifies the work to be done by the contractor, but the method to be employed to accomplish this work shall be the responsibility of the contractor, unless otherwise provided in the contract.

3.22 OTHER SERVICES

Nothing contained in the agreement will prevent the owner or operator of a motor vehicle from calling a wrecker or tow truck of their own choice or requesting that their vehicle be towed to a garage or compound other than that of the contractor.

3.23 REMOVAL OF DEBRIS

The contractor agrees that, upon arrival at an accident scene, the tow truck operator will remove from the site, any non-hazardous debris, spilled petroleum products, or unless conditions warrant that the County Fire Department render assistance, as determined by hazardous materials response team. (Usually 10-15 Gallons of material.) All items shall be removed and disposed of in compliance with FSS, ADA, SHA and RCRA guidelines and amendments thereof.

3.24 DISCRIMINATORY PRACTICES

The contractor shall not deny service, deny access, or deny employment to any person on the basis of race, color, creed, sex, religion or national origin. The company will strictly adhere to the equal employment opportunity requirements and any applicable requirements established by the State of Florida or the Federal Government.

3.25 MINIMUM STANDARDS

ALL CLASS "A" TOW TRUCKS ' MUST MEET THE FOLLOWING STANDARDS:

- A. MINIMUM MANUFACTURE CAPACITY OF 10,000 GVW.**
- B. BOOM CAPACITY OF NOT LESS THAN FOUR (4) TONS.**
- C. POWER WINCH PULLING CAPACITY OF NOT LESS THAN FOUR (4) TONS.**
- D. MINIMUM OF 100 FT. OF 3/8" STEEL CORE CABLE.**
- E. WHEEL LIFT WITH RETRACTED RATING OF NOT LESS THAN 3,500 LBS AND EXTENDED RATING OF NOT LESS THAN 2,000 LBS**
- F. DUAL WHEELS.**
- G. TOW SLING OR TOW BAR WITH A SAFE LIFT RATING OF 3,500 LBS**

CLASS "B" TOW TRUCKS SHALL MEET THE FOLLOWING MINIMUM STANDARDS:

- A. MINIMUM MANUFACTURE CAPACITY OF 20,000 POUNDS GVW FOR A FLATBED AND 18,000 GVW FOR A WRECKER.**
- B. BOOM CAPACITY OF NOT LESS THAN 6 TONS.**
- C. POWER WINCH PULLING CAPACITY OF NOT LESS THAN 4 TONS.**
- D. MINIMUM OF 200 FT. OF 1/2 INCH STEEL CORE CABLE OR LARGER.**
- E. TOW SLING AND DUAL WHEELS.**
- F. COMMERCIALY MANUFACTURED HYDRALIC BOOM(S) WITH A MINIMUM TOTAL CAPACITY OF 24,000 POUNDS AND HYDRAULICALLY OPERATED WINCH(ES) WITH A MINIMUM TOTAL WINCHING CAPACITY OF 24,000 POUNDS**
- G. TWO SNATCH BLOCKS; 8 TON RATING.**

CLASS "C" TOW TRUCKS SHALL MEET THE FOLLOWING MINIMUM STANDARDS:

- A. COMMERCIALY MANUFACTURED UNIT WITH A RATED CAPACITY OF NOT LESS THAN 30,000 POUNDS, GVW, INC ACCORDANCE WITH MANUFACTURER'S ID. PLATE**
- B. CAB TO BOGEY DIMENSION OF NOT LESS THAN 144 INCHES**
- C. COMMERCIALY MANUFACTURER BOOM(S) WITH A MINIMUM TOTAL CAPACITY OF 50,000 POUNDS**
- D. WINCH(ES) WITH A MINIMUM TOTAL WINCHING CAPACITY OF 50,000 POUNDS**
- E. TWO HUNDRED (200) FEET OF 5/8 INCH STEEL CORE CABLE PER WINCH**
- F. UNDER REACH WITH A RETRACTED RATING OF NOT LESS THAN 25,000 POUNDS AND AN EXTENDED RATING OF NOT LESS THAN 12,000 POUNDS**
- G. REAR SUPPORT JACKS OR OUTRIGGERS**
- H. TWO (2) ½ INCH ALLOY SAFETY CHAINS**
- I. TOW BAR OR TOW-SLING EQUIPPED**
- J. EXTERNAL AIR HOOPUP AND HOSES TO SUPPLY AIR TO DISABLED VEHICLES**
- K. TWO (2) SNATCH BLOCKS, MINIMUM 24,000 POUNDS CAPACITY EACH**
- L. TWO (2) SCOTCH BLOCKS**
- M. SPRING BRAKE – AIR BRAKES**
- N. DUAL WHEELS**

CLASS "A" OR "B" FLATBED: SHALL BE EQUIVALENT TO CLASS "A" OR "B" TOW TRUCK IN RESPECT TO EQUIPMENT STANDARD NEEDS.

- A. GVW OF 11,000 LBS.**
- B. WINCH POWER 8,000 LBS.**
- C. DUAL WHEELS**

3.26 RADIO COMMUNICATIONS:

The contractor will provide all towing vehicles used pursuant to this agreement with two way radio communication systems. The communication shall be between the contractor's base station and all service trucks utilized in providing city towing service. The two-way radios will not be tuned to any city frequencies.

3.27 UNDERWATER DIVER:

The contractor shall furnish a certified underwater diver if requested by the Police Department for removal of submerged or partially submerged vehicles. The contractor assumes all claims, liabilities, and expenses incurred by such diver. For every diver,

duty time shall be computed from the time of arrival at the scene to the time vehicle or property is rigged and hoisted to dry land.

3.28 CITY DIVER:

A city diver shall be used in the event of an emergency situation and the City will be reimbursed by the Contractor at the rate of minimum of \$75.00 per hour to a maximum of \$100.00 per hour. Any monies reimbursed to the City by the Contractor may in turn be charged back to the Owner. In the event of an emergency situation where a City diver is not available the Contractor shall supply a diver and will charge the owner at \$100.00 per hour per diver. In the event of a non-emergency situation, vehicle owner shall be responsible for obtaining the services of a diver and wrecker for removal. Owner shall be given a twenty-four (24) hour period to accomplish removal. If the owner has not accomplished the removal in the time period specified, the contractor shall supply a diver and will charge the owner at \$100.00 per hour per diver.

3.29 MISCELLANEOUS EQUIPMENT:

All tow trucks must be equipped with an oscillating amber light mounted on top of the tow truck cab. Furthermore, the following equipment must be present on all tow trucks:

- A. RED LIGHT AND RED REFLECTORS ON THE REAR AND REAR SIDES.**
- B. DOLLIES**
- C. AT LEAST ONE HEAVY DUTY PUSH BROOM AND SHOVEL**
- D. FLOOD LIGHTS ON HOIST**
- E. ONE AXE**
- F. ONE CROW BAR OR PRY BAR**
- G. ONE FOUR-POUND CO2 FIRE EXTINGUISHER OR EQUIVALENT.**
- H. ONE PAIR OF BOLT CUTTERS**
- I. ONE PAIR OF JUMPER CABLES**
- J. ONE FOUR WAY LUG WRENCH**
- K. ONE FLASHLIGHT**
- L. ONE SET OF THREE PORTABLE REFLECTORS**
- M. FIVE THIRTY MINUTE FUSES**
- N. TWO RED FLAGS AT LEAST ONE FOOT BY ONE FOOT**

IN THE EVENT OF FUEL SPILLS, THE FOLLOWING EQUIPMENT WILL BE NECESSARY:

- O. ADSORBENT, HYDROPHILIC**
- P. ADSORBENT, HYDROPHOBIC**
- Q. CONTAINERS FOR USED ADSORBENTS**

3.30 FINANCIAL ARRANGEMENTS/RATES:

The contractor shall collect all towing and storage fees in an amount not to exceed that stated below, from the owner of the vehicle or his authorized representative at the time he makes application for release of the vehicle at the tow yard or other destination. In the event the owners do not apply for release of the vehicle within the statutory period, the police department must be notified prior to any procedure to junk or otherwise dispose of the vehicle.

Whenever impounded vehicles are claimed by the owner, the owner shall be furnished with an itemized statement of all charges for the impounding of the vehicle. The contractor shall receive from the vehicle owner a receipt and release for the vehicle and all personal property therein and the contractor shall retain the receipt for at least one year.

Owner of towed vehicle shall not be charged for any storage fees if owner picks up the vehicle within six (6) hours of being towed.

The City of Aventura shall not be responsible or liable to the contractor for nonpayment of any towing or storage fees to the contractor by the owner or operator of the vehicle.

The rates shall be as follows and shall remain unchanged during the course of the agreement, including any extension to same.

<u>ITEMS DESCRIPTION</u>	<u>RATE</u>
A. Storage Rates or Charges (Per 24 hour period after the First free six hours)	
(1) Inside-Interior Storage	
(a) Motorcycles or Scooters	\$ 12.00
(b) Any vehicles less than 20 feet in length	25.00
(c) Any vehicle over 20 feet in length	40.00
(2) Outside-Exterior Storage	
(a) Motorcycles or Scooters	\$ 10.00
(b) Any vehicles less than 20 feet in length	20.00
(c) Any vehicle over 20 feet in length	35.00
(3) Boat and Trailer (Owner's Unit)	
(a) Unit under 20 feet in length	\$ 20.00
(b) Unit 21 feet to 35 feet in length	35.00
(c) Unit over 35 feet in length	45.00
B. TOW RATES, CLASS "A" TOW TRUCKS	
1. PASSENGER CARS & SMALL TRUCKS, FIRST 10 MILES OR FRACTION THEREOF	\$ 101.00

2. EACH ADDITIONAL MILE 3.00

C. TOW RATES CLASS "B" TOW TRUCKS

1. MEDIUM SIZE TRUCKS
FIRST 10 MILES OR FRACTION THEREOF \$ 165.00

2. EACH ADDITIONAL MILE 3.50

D. TOW RATES CLASS "C" TOW TRUCKS

1. HEAVY DUTY TRUCKS, TRACTORS,
TRAILER DUMPS, CEMENT MIXERS, GARBAGE PACKERS, ETC.
FIRST 10 MILES OR FRACTION THEREOF \$ 235.00

2. EACH ADDITIONAL MILE 4.50

E. EXTRA TIME OR LABOR AFTER FIRST 30 MINUTES AT SCENE

1. CLASS "A" TOW TRUCKS	24.25/HR.
2. CLASS "B" TOW TRUCKS	41.25/HR.
3. CLASS "C" TOW TRUCKS	58.75/HR.
4. FLATBED TOW TRUCKS	75.00/HR.

BIDDERS PLEASE NOTE: Should contractor furnish a wrecker in a higher class than the one required for a particular class of vehicle, the only charges that would be authorized are those for the proper class of wrecker for the vehicle being towed.

If the contractor chooses to use a flatbed in place of a wrecker, the only charge authorized shall be that listed for the applicable class of vehicle towed.

G. WINCHING FROM SAND: OVER 50 FEET SHALL BE AT OWNERS REQUEST OR AT SPECIFIC AUTHORIZATION FROM THE CITY.

1. MOTORCYCLES OR SCOOTERS	25.00 PLUS 50.00/HR/REMOVAL
2. CARS & SMALL TRUCKS	50.00 PLUS 50.00/HR/REMOVAL
3. TRUCKS OVER 3/4 TON	75.00 PLUS 50.00/HR/REMOVAL
4. SEMI-TRUCKS, BUSES, HOUSE TRAILERS	100.00 PLUS 50.00/HR/REMOVAL

H. TURNOVER SURCHARGE:

1.	MOTORCYCLES OR SCOOTERS	NO CHARGE
2.	CARS AND SMALL TRUCKS	25.00 PLUS 50.00/HR/REMOVAL
3.	TRUCKS OVER 3/4 TON	50.00 PLUS 50.00/HR/REMOVAL
4.	SEMI TRUCKS, BUSES, HOUSE TRAILERS	75.00 PLUS 50.00/HR/REMOVAL

I. REMOVAL FROM WATER:

1.	MOTORCYCLES OR SCOOTERS	65.00 PLUS 50.00/HR/REMOVAL
2.	CARS AND SMALL TRUCKS	125.00 PLUS 50.00/HR/REMOVAL
3.	TRUCKS OVER 3/4 TON	155.00 PLUS 50.00/HR/REMOVAL
4.	SEMI-TRUCKS, BUSES, HOUSE TRAILERS	150.00 PLUS 50.00/HR/REMOVAL

J. UNDER WATER RESOURCE RECOVERY: SALVAGE DIVERS 125.00/HR

K. UNLOCKING DOORS WITHOUT KEYS 25.00

L. TIRE CHANGE 25.00

M. ASSISTED START 25.00

N. ADMINISTRATIVE FEES 30.00

An Administrative Fee shall be charged by towing companies to notify vehicle owner about towed and stored vehicles. Vehicle owner shall be notified within 24 hours about recovered vehicle, not including weekends or holidays. The Administrative Fee will cover expenses such as notification, advertisement, Division of Motor Vehicles Check, Computer Expense, Postage, Miscellaneous, etc...

**O. DISABLED CALLS:
MINIMUM CHARGE WHEN TOW NOT REQUIRED** 25.00

3.31 CITY OWNED VEHICLES

City owned and non-owned vehicles operated by employees on City business will be towed twenty-four hours a day without charge, from any location in Dade or Broward Counties, upon request of the appropriate City officials.

3.32 CHANGE OF TIRES

The contractor agrees to respond to requests from the Police and City Departments to change vehicle tires where necessary. The contractor's responsibility for change of tires shall be at any time. There shall be no charge by the contractor for changing Police or City vehicle tires.

END OF SECTION 3

**CITY OF AVENTURA
REQUEST FOR PROPOSALS
TOWING, WRECKER AND STORAGE SERVICE**

RFP# 12-09-04-2

PROPOSAL FORM

I hereby propose to furnish the goods and services specified in the Request for Proposal. I agree that my proposal will remain firm for a period of 90 days after opened by the City in order to allow the City adequate time to evaluate the proposals.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the Company named as Proposing Company and that said Company is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal; no officer, employee or agent of the City of Aventura or any other proposer has an interest in said proposal. Furthermore, I certify that the undersigned executed this Proposal Form with full knowledge and understanding of matters therein contained and was duly authorized to do so.

Further, I certify that no officer or owner of the Company shall, either individually or as a beneficial shareholder of a particular corporation, directly or indirectly, own, manage, operate, join, control or participate in the ownership, operation or control of a motor vehicle body shop, repair shop, or related motor vehicle maintenance operation during the term of the Towing and Wrecker Service Agreement. I also certify that the Company's sole and only business is the towing and storage of motor vehicles as contemplated by the Specifications for Towing and Wrecker Service.

Addendum # ___ Dated _____
Addendum # ___ Dated _____
Addendum # ___ Dated _____

Attached hereto are the following forms/documents which form a part of this proposal:

Attachments

- A. Exclusive Service Agreement Fee Proposal Form
No Bid or Proposal Response
- B. Agency Reference List
B-1 Other References
- C. Vehicle & Equipment List

**CITY OF AVENTURA
REQUEST FOR PROPOSALS
TOWING, WRECKER AND STORAGE SERVICE**

RFP#12-09-04-2

PROPOSAL FORM

**CERTIFICATE
(If Corporation)**

STATE OF)
) SS:
COUNTY OF)

I HEREBY CERTIFY that a meeting of the Board of Directors of the _____ a corporation existing under the laws of-the-State of _____, held on _____, 20____, the following resolution was duly passed and adopted:

RESOLVED, that, as _____ of the Corporation, be and is hereby authorized to execute the proposal dated, _____, 20____ to the City of Aventura from this corporation and that his execution thereof, attested by the Secretary of the Corporation, and with the Corporate Seal affixed, shall be the official act and deed of this Corporation

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of corporation on this the _____ of _____, _____

Secretary

(SEAL)

**CITY OF AVENTURA
REQUEST FOR PROPOSALS
TOWING, WRECKER AND STORAGE SERVICE
RFP#12-09-04-2**

**PROPOSAL FORM
CERTIFICATE
(if Partnership)**

STATE OF)
) SS:
COUNTY OF)

I HEREBY CERTIFY that a meeting of the Partners of the _____

a partnership existing under the laws of the State of _____,
held on _____, 20____, the following resolution was duly passed and
adopted:

"RESOLVED, that _____, as
_____ of
the Partnership, be and is hereby authorized to execute the proposal dated
_____, 20____, to the City of Aventura from this partnership and that
his execution of thereof, attested by the _____ shall
be the official act and deed of this Partnership."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of
_____, 20_____

Secretary

(SEAL)

**CITY OF AVENTURA
REQUEST FOR PROPOSAL FOR
TOWING, WRECKER AND STORAGE SERVICE
RFP #12-09-04-2**

EXCLUSIVE SERVICE AGREEMENT FEE PROPOSAL FORM

Attachment A

PROPOSED TOTAL ANNUAL PRICE TO BE PAID TO THE CITY IN QUARTERLY INCREMENTS IN ADVANCE, FOR EXCLUSIVE SERVICE AGREEMENT FOR TOWING, WRECKER AND STORAGE SERVICE FOR THE CITY OF AVENTURA:

\$ _____ TOTAL EXCLUSIVE
SERVICE AGREEMENT FEE FOR EACH TWELVE-MONTH PERIOD

1) I agree to be bound by the schedule of rates contained in the section 3.30 of this RFP for the initial three (3) year term and any extension of the agreement.

YES _____ NO _____*

2) I agree to be bound by all terms and conditions contained in this Request for Proposal.

YES _____ NO _____*

3) I agree that the yearly Exclusive Service Agreement Fee amount as proposed shall remain in effect for the initial three (3) year term and any extensions of this agreement.

YES _____ NO _____*

*If "no" to any question, proposer must fully describe their proposed exception on Attachment F.

**CITY OF AVENTURA
"NO BID or PROPOSAL" RESPONSE**

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

CITY OF AVENTURA

We have declined to propose on RFP # 12-09-04-2, for the following reasons:

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

REMARKS _____

Typed Name and Title

Company Name

Address

Business Phone Fax Number

**CITY OF AVENTURA
TOWING, WRECKER AND STORAGE SERVICE
RFP #12-09-04-2**

PROPOSAL FORMS

AGENCY REFERENCE LIST

Attachment B

Please list five **Governmental Agency** contract references for which you have done business within the past five years, if available:

Agency Name: _____

Address: _____

City, State, & Zip Code: _____

Contact's Name & Phone #: _____

Agency Name: _____

Address: _____

City, State, & Zip Code: _____

Contact's Name & Phone #: _____

Agency Name: _____

Address: _____

City, State, & Zip Code: _____

Contact's Name & Phone #: _____

REFERENCES cont.

Agency Name: _____

Address: _____

City, State, & Zip Code: _____

Contact's Name & Phone #: _____

Agency Name: _____

Address: _____

City, State, & Zip Code: _____

Contact's Name & Phone #: _____

Attach additional sheets if necessary.

If there are less than five agencies listed above, complete Attachment B-1 to bring the total number of references to at least five.

**CITY OF AVENTURA
TOWING, WRECKER AND STORAGE SERVICE
RFP #12-09-04-2**

PROPOSAL FORMS

OTHER REFERENCES

Attachment B-1

Please list NAME OF COMPANY, ADDRESS, PHONE NO., AND CONTACT PERSON AT COMPANY of any other Non-Governmental entities for which you have done business within the past five years:

Agency Name: _____

Address: _____

City, State, & Zip Code: _____

Contact's Name & Phone #: _____

Agency Name: _____

Address: _____

City, State, & Zip Code: _____

Contact's Name & Phone #: _____

Agency Name: _____

Address: _____

City, State, & Zip Code: _____

Contact's Name & Phone #: _____

OTHER REFERENCES cont.

Agency Name: _____

Address: _____

City, State, & Zip Code: _____

Contact's Name & Phone #: _____

Agency Name: _____

Address: _____

City, State, & Zip Code: _____

Contact's Name & Phone #: _____

Note: The total number of references contained on Attachments B and B-1 must total at least five.

**CITY OF AVENTURA
REQUEST FOR PROPOSAL FOR
TOWING, WRECKER AND STORAGE SERVICE
RFP# 12-09-04-2**

**STORAGE COMPOUND INFORMATION
Attachment D**

Proposer shall furnish, as part of the Proposal:

Location of Storage Compound:

Distance from Aventura:

Storage capacity of compound:

Outside: _____

Inside: _____

Hours of operation:

**CITY OF AVENTURA
REQUEST FOR PROPOSAL FOR
TOWING, WRECKER AND STORAGE SERVICE
RFP#12-09-04-2**

PROPOSER'S QUALIFICATIONS

**Attachment E
(Page 1 of 3)**

NOTE: This statement of Proposer's Qualification must be completely filled out, properly executed and returned as part of your Proposal.

1. List the true, exact and proper names of the company, partnership, corporation, trade or fictitious name under which you do business and principals by names and titles:

Name of Company: _____

Address: _____

Principals: _____	Titles: _____
_____	_____
_____	_____

2. a. Are you licensed, as may be required, in the designated area(s) of Dade County, Florida? YES _____ NO _____

b. List Principals Licensed:

Name(s): _____	Title: _____
_____	_____

Remarks: _____

3. How long has your company been in business and so licensed? _____

PROPOSER'S QUALIFICATIONS

**Attachment E
(Page 2 of 3)**

4. If Proposer is an individual, corporation or a partnership, answer the following:

a. Date of Organization _____

b. Name, address and ownership units of all partners:

c. State whether general or limited partnership: _____

d. State whether a corporation _____. Date and place of incorporation _____.

If Proposer is other than an individual, corporation or partnership, describe the organization and give the name and address of principals.

5. If Proposer is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

6. How many years has your organization been in business under its present business name?

a. Under what other former names has your organization operated?

7. a. Has your company ever failed to complete a bonded obligation or to complete a contract?

YES _____ NO _____

a. If so, give particulars including circumstances, where and when, name of bonding company, name and address of City and disposition of matter:

PROPOSER'S QUALIFICATIONS

**Attachment E
(Page 3 of 3)**

- b. Are you now or in the past five years been involved as a defendant in litigation concerning the performance of your company operations? If so list:

- 8. a. List the pertinent experience of the key individuals of your organization; (continue on insert sheet, if necessary).

- b. State the name of the individual(s) who will have personal supervision of the work:

- 9. List name and title of persons in your company who are authorized to enter into a contract with the City of Aventura, Florida for the proposed work should your company be the successful Proposer.

Name _____

Title _____

- 10. Describe your Company's experience in providing services to other police agencies similar to the comprehensive service to be provided herein.

**CITY OF AVENTURA
REQUEST FOR PROPOSAL FOR
TOWING, WRECKER AND STORAGE SERVICE
RFP# 12-09-04-2**

PROPOSAL EXCEPTION FORM

**Attachment F
(see Attachment A)**

The Company wishes to take exception to the following items:

Page

Item

Costs

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

Attachment "H"

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

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

By: _____
(print individual's name and title)

For: _____
(print name of entity submitting sworn statement)

whose business address is: _____

and (if applicable) its Federal Employer Identification Number (FEIN) is: _____
*(If the entity has no FEIN, include the Social Security Number of the individual signing this
sworn statement: _____ - _____ - _____.)*

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or non contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers' directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted

of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, and partners. Shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement, which I have marked below, is true in relations to the entity submitting this sworn statement. (Indicate which statement applies).

- Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

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

Signature

Sworn to and subscribed before me this _____ day _____, 200__.

Personally known _____

OR _____ Name of Notary

Produced identification _____ Notary Public – State of _____

BUSINESS ENTITY AFFIDAVIT
(VENDOR/BIDDER DISCLOSURE)

I, _____, being first duly sworn
State:

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

Federal Employer Identification Number (If none, Social Security Number)

Name of Entity, Individual, Partners or Corporation

Street Address Suite City State Zip Code

OWNERSHIP DISCLOSURE AFFIDAVIT

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

<u>Full Legal Name</u>	<u>Address</u>	<u>Ownership</u>
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

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

Signature of Affiant _____
Date

Print Name

Sworn to and subscribed before me this _____ day of _____, 20 ____.

Personally known _____
OR _____
Produced identification _____

Notary Public
Notary Public – State of _____

Type of identification

My Commission expires:

*Printed, typed or stamped
commissioned*

APPENDIX 1

BID BOND

STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE)

KNOW ALL MEN BY THESE PRESENTS, that we,
_____, as Principal, and
_____, as Surety, are held and firmly bound unto the City of
Aventura, a municipal corporation of the State of Florida in the sum of
_____ Dollars (\$ _____), lawful money of the United
States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs,
executors, administrators and successors jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the
accompanying Bid, dated _____, 20____
for: Custodial Service for Government Center.

WHEREAS, it was a condition precedent to the submission of said Bid that a cashier's check or
Bid Bond in the amount of five percent (5%) of the Base Bid be submitted with said Bid as a
guarantee that the BIDDER would, if awarded the Contract, enter into a written Contract with the
City for the performance of said Contract, within ten (10) consecutive calendar days after written
notice having been given of the Award of the Contract.

NOW, THEREFORE, the conditions of this obligation are such that if the Principal within ten (10)
consecutive calendar days after written notice of such acceptance, enters into a written Contract
with the City of Aventura and furnishes the Performance and Payment Bonds, satisfactory to the
City, each in an amount equal to one hundred percent (100%) of the Contract Price, and provides
all required Certificates of Insurance, then this obligation shall be void; otherwise the sum herein
stated shall be due and payable to the City of Aventura and the Surety herein agrees to pay said
sum immediately, upon demand of the City, in good and lawful money of the United States of
America, as liquidated damages for failure thereof of said Principal.

IN WITNESS WHEREOF, the above bonded parties have executed this instrument under their
several seals this _____ day of _____, 20____, the name
and the corporate seal of each corporate party being hereto affixed and these presents being duly
signed by its undersigned representative.

APPENDIX 2

FORM OF PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That, pursuant to the requirements of Florida Statute 255.05, we, _____, as Principal, hereinafter called Contractor, and _____, as Surety, are bound to the City of Aventura, Florida, as Obligee, hereinafter called City, in the amount of _____ Dollars (\$) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into a Contract, Bid/Contract No.: _____, awarded the _____ day of _____, 20 _____, with City for _____ in accordance with specifications set forth in the Bid documents, which Contract is by reference made a part hereof, and is hereafter referred to as the Contract;

THE CONDITION OF THIS BOND is that if the Contractor:

1. Fully performs the Contract between the Contractor and the City for Towing, Wrecker and Storage Service, after the date of Contract commencement as specified in the RFP Documents and in the manner prescribed in the Contract; and
2. Indemnifies and pays City all losses, damages (specifically including, but not limited to, damages for delay and other consequential damages caused by or arising out of the acts, omissions or negligence of Contractor), expenses, costs and attorney's fees including attorney's fees incurred in appellate proceedings, that City sustains because of default by Contractor under the Contract; and
3. Upon notification by the City, corrects any and all defective or faulty Work or materials which appear within twenty-four (24) hours, and:
4. Performs the guarantee of all Work and materials furnished under the Contract for the time specified in the Contract, then this Bond is void, otherwise it remains in full force.

Whenever Contractor shall be, and declared by City to be, in default under the Contract, the City having performed City's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- 4.1 Complete the Contract in accordance with its terms and conditions; or
- 4.2 Obtain a Bid or Bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the best, lowest, qualified, responsible and responsive BIDDER, or, if the City elects, upon determination by the City, and Surety

jointly of the best, lowest, qualified, responsible and responsive BIDDER, arrange for a Contract between such BIDDER and City, and make available as Work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price." as used in this paragraph, shall mean the total amount payable by City to Contractor under the Contract and any amendments thereto, less the amount properly paid by City to Contractor.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the City named herein.

The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect Surety's obligation under this Bond.

Signed and sealed this _____ day of _____, 20 _____.

WITNESSES:

(Name of Corporation)

Secretary
(CORPORATE SEAL)

By: _____
(Signature and Title)

(Type Name & Title signed above)

IN THE PRESENCE OF:

INSURANCE COMPANY:

By: _____
*(Agent and Attorney-in-Fact)

Address: _____

City/State/Zip Code

Telephone No.: () _____

* (Power of Attorney must be attached)

State of _____
County of _____

On this, the _____ day of _____, 20____, before me, the undersigned Notary Public of the State of _____, the foregoing instrument was acknowledged by _____ (name of corporate officer), _____ (title), of _____ (name of corporation), a _____ (state of corporation) corporation, on behalf of the corporation.

WITNESS my hand
and official seal

Notary Public, State of _____

Printed, typed or stamped name of Notary Public
exactly as commissioned

- Personally known to me, or
- Produced identification:

(type of identification produced)

- Did take an oath, or
- Did not take an oath

Bonded by: _____

RESOLUTION NO. 2012-__

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, AWARDED AND LETTING A TOWING CONTRACT TO PRESTIGE AUTO TRANSPORT TOWING & RECOVERY AND A BACK UP TOWING CONTRACT TO DOWNTOWN TOWING CO.; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID CONTRACTS; AUTHORIZING THE CITY MANAGER TO TAKE NECESSARY AND EXPEDIENT ACTION TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Aventura has, pursuant to the various laws of the State of Florida and the code of Aventura, properly solicited and accordingly accepted proposals from towing, wrecker and storage services pursuant to Request for Proposal (RFP) #12-09-04-2; and

WHEREAS, sealed proposals were submitted to and received by the City pursuant to the City's RFP; and

WHEREAS, staff has determined that Prestige Auto Transport Towing & Recovery has submitted the most responsible and responsive bid for said services; and

WHEREAS, Downtown Towing Co., has submitted the second most responsible and responsive proposal; and

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

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

Section 1. That the Towing Contract for RFP #12-09-04-2 is hereby awarded to Prestige Auto Transport Towing & Recovery.

Section 2. That the Backup Towing Contract for RFP #12-09-04-2 is hereby awarded to Downtown Towing Co.

Section 3. The City Manager is hereby authorized to execute, on behalf of the City of Aventura, a towing contract and backup towing contract by and between the parties embodying the terms, conditions, and specifications as set forth in the subject RFP.

Section 4. That the City Manager is hereby authorized and requested to take all necessary and expedient action to carry out the aims of this resolution in awarding this contract.

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

The foregoing Resolution was offered by Commissioner _____, who moved its adoption. 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 Urbáez Weinberg	_____
Vice Mayor Teri Holzberg	_____
Mayor Susan Gottlieb	_____

PASSED AND ADOPTED this 2nd day of October, 2012.

Susan Gottlieb, Mayor

ATTEST:

Teresa M. Soroka, MMC
City Clerk

Approved as to Form and Legal Sufficiency:

City Attorney

CITY OF AVENTURA

COMMUNITY DEVELOPMENT DEPARTMENT

MEMORANDUM

TO: City Commission

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

BY: Joanne Carr, AICP
Community Development Director

DATE: September 24, 2012

SUBJECT: Request of PMG Aventura, LLC for Conditional Use Approval
Aventura on the Bay Residential Condominium
3250 NE 188 Street, Aventura (02-CU-12)

October 2, 2012 City Commission Meeting Agenda Item 6

RECOMMENDATION

It is recommended that the City Commission approve the request for conditional use approval for Aventura on the Bay residential condominium development project, subject to the conditions outlined in this report.

THE REQUEST

The applicant, PMG Aventura, LLC, is requesting Conditional Use approval to permit a height of 11 stories or 135 feet for the proposed 190 unit residential condominium development known as Aventura on the Bay at 3250 NE 188 Street. (See Exhibit #1 for Letter of Intent)

BACKGROUND

OWNER OF PROPERTY	Happiness, Inc.
APPLICANT	PMG Aventura LLC
ADDRESS OF PROPERTY	3250 NE 188 Street, Aventura (See Exhibit #2 for Location Plan and Exhibit #3 for Aerial Photograph)

LEGAL DESCRIPTION

Tracts A and B, Magnum Marine Plat, according to the Plat thereof recorded in Plat book 147 at Page 12 of the Public Records of Miami-Dade County, City of Aventura,

SIZE OF PROPERTY

Approximately 7.082 acres (6.529 acres upland, 0.553 acres submerged land)

EXISTING ZONING

RMF3B, Multi-Family Medium Density Residential District

FUTURE LAND USE DESIGNATION Medium High Density Residential

The Site - The subject site is located on the south side of NE 188 Street at its easterly termination, immediately adjacent to the Aventura Arts and Cultural Center.

The Project – The applicant has submitted a site plan for development of 190 residential condominium units in two 135 foot high towers connected by a community common room between the seventh and ninth floors. Unit sizes range from 1550 square feet to 3950 square feet. Parking is provided on a subgrade level, with the lobby level and recreational amenities at street elevation. A pedestrian water promenade has been designed in accordance with the City's Promenade Specifications. This promenade will provide the connection for the walkway from the Arts and Cultural Center along the south side of the canal and will be dedicated to the City for public use. Sidewalks are proposed along the entrance drive to connect with the public sidewalk on NE 188 Street. This development will require approval from the Miami-Dade Shoreline Review Committee. Shoreline review approval has been included as a condition of this conditional use approval.

The development parcel measures 7.082 acres, comprised of 6.529 acres upland and 0.553 acres of submerged lands. The applicant proposes to dedicate 1.5 acres to the City for educational, recreational or cultural municipal purposes. The remainder parcel, after this dedication, is 5.582 acres. 190 residential units, or 34.03 dwelling units per acre based on the size of the remainder parcel, are proposed. This does not exceed the maximum density allowed in the RMF3B zone, which is 35 dwelling units per acre.

ANALYSIS

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

Community Development Department Analysis – The Multifamily Medium Density Residential (RMF3B) zoning category permits multifamily dwellings with a maximum height of 4 stories or 45 feet, with provision for bonus height of 7 stories or 90 feet if a ten (10') foot wide pedestrian water promenade is constructed to City specifications and dedicated to public use by the applicant. A further bonus height of 11 stories or 135 feet may be allowed, through the conditional use approval application process, if the applicant dedicates land to the City for educational, recreational or cultural municipal purposes. The dedication must be acceptable to the City Commission and shall be a minimum size of 1.5 acres.

This is the same zoning and conditional use approval process used in the past to receive conveyance of the ACES middle school property.

This applicant is proposing to construct the pedestrian water promenade from its current termination at the Aventura Arts & Cultural Center, along its water frontage to connect with the existing walkway behind the 3030 at Aventura residential building to the west. This connection will provide the linkage required for an uninterrupted water promenade on the south canal from the most westerly building (Artech) to the City's facilities (Arts & Cultural Center, Community Recreation Center and Aventura City of Excellence School).

Part of the connection of the promenade at its easterly end will be constructed on land currently outside of the applicant's property, lying between the easterly boundary of the site and the water's edge of Dumfoundling Bay. The applicant has advised that it is working with the State to acquire this land and expects that the acquisition will occur within the next several months. Staff is recommending that evidence of acquisition of this land be a condition of this conditional use approval and be provided prior to issuance of building permits.

As required by the RMF3B zoning district to consider the height of 11 stories or 135 feet, the applicant is proposing to dedicate the westerly 1.5 acres of its property to the City for educational, recreational or cultural municipal purposes. A seawall and the pedestrian water promenade will be constructed by the applicant, at its expense, along the canal frontage of the parcel to be dedicated to the City.

The zoning district also permits a transfer of density from the parcel being dedicated to the City to benefit the remainder land. In this case, no transfer of density is requested. The 190 units proposed on the remainder land of 5.582 acres is 34.03 dwelling units per acre, less than the maximum density allowed in the zone.

The building's architecture has been designed to be compatible with other developments on the street. Two of the existing five buildings on NE 188 Street (Uptown Marina Lofts and the Atrium) constructed the promenade, dedicated land to the City and were granted conditional use approval in 2003 for a maximum height of 135 feet. The other three buildings (Artech, Eastside and 3030 at Aventura) constructed the pedestrian water promenade and were therefore permitted a maximum height of 90

feet. The existing buildings have decorative features, parapet walls, shading structures for rooftop terraces and mechanical equipment above the roofline, as permitted by the City Code definition of height. This building is also proposing parapet walls to screen the rooftop mechanical equipment, along with a vinyl shade structure to provide relief from the sun on the rooftop terraces.

Criteria

According to Section 31-73 of the City Code, an application for Conditional Use will be evaluated using the following criteria:

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

The use is consistent with the City of Aventura Comprehensive Plan, which designates the future land use category for this site as Medium High Density Residential.

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

The establishment, maintenance or operation of the proposed use will not be detrimental to or endanger the public health, safety or general welfare. The development has been designed to comply with the zoning district site development criteria and to comply with other applicable sections of the City's Land Development Regulations.

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

The proposed use is consistent with the residential community character of the immediate neighborhood of the proposed use. The properties to the south, east and west contain residential condominium buildings. The properties to the north contain community facilities.

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

The applicant's engineer has confirmed that utilities, roadway capacity, drainage and other necessary public facilities exist at the City's adopted levels of service or will be available concurrent with demand as provided for in the requirements of the City's Land Development Regulations. The traffic study submitted by the applicant and approved by the City's Traffic Engineering Consultant shows that the road will operate within the City's adopted level of service with traffic from this development.

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

Ingress and egress to the building is proposed by way of an entrance/exit drive at the west limit and at the mid-point of the property onto NE 188 Street. A traffic study has been submitted and approved by the City's Traffic Engineering Consultant. The westerly entrance, which is the entry/exit to the subgrade parking level, has sufficient queuing space so that traffic will not back up into the public street, provided that the security gate allows vehicle processing time of 10 seconds or less. Staff recommends that, as a condition of issuance of a building permit, that the City's Traffic Engineering Consultant approve the gate system to ensure this timing will be met. The midpoint drive will have signage designed so that entering and exiting vehicles will not conflict with existing traffic flow on the street and specifically, will prohibit left hand turns from the exit onto NE 188 Street during school hours.

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

The establishment of the conditional use shall not impede the development of surrounding properties for uses permitted in the zoning district. This is the last undeveloped parcel on the street. The properties to the south, east and west are zoned and developed as residential use. The properties to the north contain community facilities.

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

The building has been designed to minimize visual impacts of the proposed use on adjacent property. Two 135 foot tall towers are connected by an elevated community common room between the seventh and ninth floors. The building separation allows for view of the water between the two towers and provides an open lawn area for building residents. The buildings are designed in an 's' shaped to give movement and flow to the design. The westerly building is set back 140' from the street and the main portion of the easterly building is setback 175' feet from the street, with the curving portion at its easterly end having a setback of 21'10". The water promenade will be constructed to City specifications, which include landscaping, lighting, benches, trash cans, pavers and fencing and will provide and maintain a public view to Dumfoundling Bay. The street level will contain abundant landscaping, compatible with the existing developments. The rooftop shade structure will provide sun shade for the rooftop terraces and will provide a decorative finish to the building, similar to other buildings on the street.

The 1.5 acre public land dedication at the westerly limit of the site will provide a new public use property and will also provide an approximate 290 foot buffer to the proposed building for the existing building to the west. Sidewalks along the entry drive connect

the site to the public sidewalk on NE 188 Street. A sidewalk at the east end of the site will provide a plaza-like access to the pedestrian promenade.

CONDITIONS

It is recommended that the City Commission approve the request for the Conditional Use, subject to the following conditions:

1. Development shall substantially comply with the plans submitted and listed as follows:
 - “PMG Aventura LLC”, Cover Sheet, Sheet A.0, prepared by Cohen Freedman Encinosa, Architects PA, dated 09/04/12.
 - Boundary and Topographic Survey, Tract A, Magnum Marine Plat, Sheet 1 of 1, prepared by Fortin Leavy Skiles Inc., dated 5/2/12.
 - “PMG Aventura LLC”, Aerial, prepared by Cohen Freedman Encinosa Architects PA, dated 8/3/12.
 - “PMG Aventura LLC”, Lobby Level Plan, Sheet A.1, prepared by Cohen Freedman Encinosa Architects PA, dated 09/4/12.
 - “PMG Aventura LLC”, Garage Level Plan, Sheet A.2, prepared by Cohen Freedman Encinosa Architects PA, dated 09/4/12.
 - “PMG Aventura LLC”, Typical Level Plan, Sheet A.3, prepared by Cohen Freedman Encinosa Architects PA, dated 09/4/12.
 - “PMG Aventura LLC”, Roof Level Plan, Sheet A.4, prepared by Cohen Freedman Encinosa Architects PA, dated 09/4/12.
 - “PMG Aventura LLC”, Building Section and Typical Unit Plan, Sheet A.5, prepared by Cohen Freedman Encinosa Architects PA, dated 09/4/12.
 - “PMG Aventura LLC”, Elevations, Sheet A.6, prepared by Cohen Freedman Encinosa Architects PA, dated 09/4/12.
 - “PMG Aventura LLC”, Elevations, Sheet A.7, prepared by Cohen Freedman Encinosa Architects PA, dated 09/4/12.
 - “PMG Aventura LLC”, Color Elevations, Sheet A.8, prepared by Cohen Freedman Encinosa Architects PA, dated 09/4/12.
 - “PMG Aventura LLC”, Color Elevations, Sheet A.9, prepared by Cohen Freedman Encinosa Architects PA, dated 09/4/12.
 - “PMG Aventura LLC”, Context Study, Sheet A.10, prepared by Cohen Freedman Encinosa Architects PA, dated 09/4/12.
 - “PMG Aventura LLC”, Location Plan and Notes, Sheet C.1, prepared by CES, dated 08/03/12.
 - “PMG Aventura LLC”, Site Layout Plan, Sheet C.2, prepared by CES, dated 08/03/12.
 - “PMG Aventura LLC”, Site Utility Plan, Sheet C.3, prepared by CES, dated 08/03/12.
 - “PMG Aventura LLC”, Garage Level Planting Plan, prepared by EGS2 Landscape Architecture, Sheet L.1, dated 09/14/12.

- “PMG Aventura LLC”, Lobby Level Planting Plan, prepared by EGS2 Landscape Architecture, Sheet L.2, dated 09/14/12.
 - “PMG Aventura LLC”, Plant List, prepared by EGS2 Landscape Architecture, Sheet L.3, dated 09/14/12.
 - “PMG Aventura LLC”, Off-Site Planting Plan, prepared by EGS2 Landscape Architecture, Sheet L.4, dated 09/14/12.
 - “PMG Aventura LLC”, Ground Level Tree Disposition Plan, prepared by EGS2 Landscape Architecture, Sheet L.5, dated 09/14/12.
 - “PMG Aventura LLC”, Garage Level Lighting Plan, prepared by EGS2 Landscape Architecture, Sheet L.6, dated 09/14/12.
 - “PMG Aventura LLC”, Lobby Level Lighting Plan, prepared by EGS2 Landscape Architecture, Sheet L.7, dated 09/14/12.
 - “PMG Aventura LLC”, Ground Level Lighting Plan, prepared by EGS2 Landscape Architecture, Sheet L.8, dated 09/14/12.
2. Building permits shall be obtained within twelve (12) months of the date of this conditional use approval, failing which this approval shall be null and void unless extended by motion or resolution of the City Commission.
 3. Any discontinuation of an approved conditional use for a period of 180 consecutive days shall constitute abandonment and shall rescind the approval of the conditional use.
 4. Prior to issuance of a building permit for this development, the applicant shall provide to the City:
 - (i) Dedication to the City for educational, recreational or cultural municipal purposes, that parcel of land measuring 1.50 acres in size at the westerly limit of its property, shown as “Park Parcel” on the Boundary Survey dated 5/2/12 prepared by Fortin Leavy Skiles Inc., in a form acceptable to the City Manager and City Attorney and filed at the applicant’s expense in the public records of Miami-Dade County.
 - (ii) A Declaration of Restrictive Covenants in Lieu of Unity of Title for the remainder parcel, in form acceptable to the City Manager and the City Attorney and filed at the applicant’s expense in the public records of Miami-Dade County.
 - (iii) Payment of the sum of \$328,506.00 being the proportionate share for this property of the City’s 2003 NE 188 Street road improvement costs.
 - (iv) A copy of the recorded deed from the State to the applicant for the land lying easterly of its current property limit to the water’s edge of Dumfoundling Bay, upon which the applicant shall construct the linkage of the pedestrian promenade as shown in the Landscape Plan L-9 listed in Condition 1. above.

- (v) Evidence of Shoreline Review approval from Miami-Dade Shoreline Review Committee.
 - (vi) Evidence of approval from the City's Traffic Engineering Consultant that the proposed security gate to the subgrade garage at the westerly site entrance provides a vehicle processing time of 10 seconds or less.
5. Prior to issuance of a Temporary or a Permanent Certificate of Occupancy, the applicant shall provide to the City:
- (i) An easement dedicating the pedestrian promenade to the City, in form satisfactory to the City Manager and City Attorney and filed at the applicant's expense in the public records of Miami-Dade County. The easement document shall provide for perpetual public access to and use of the promenade and shall also provide for continued maintenance and repair of the promenade by the applicant or its successors in title.
 - (ii) A restrictive covenant prohibiting enclosure of the rooftop terrace, in form satisfactory to the City Manager and City Attorney and filed at the applicant's expense in the public records of Miami-Dade County.

PMG Aventura, LLC

Real Estate Principals

Date: September 17, 2012

**Exhibit #1
02-CU-12**

To: City of Aventura

Re: Letter of Intent, Conditional Use Approval Application

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 an Iconic 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 two (2) eleven (11) story residential condominium buildings, consisting of 190 residential units. 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 one and one-half (1.5) acre portion 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 and which will be removed 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 one and one-half (1.5) acre portion to be dedicated to the City of Aventura, again at no cost to the City. Further, PMG and its associated contractors will provide assistance to the City, as the City may request, for developing the dedicated parcel at reasonable cost to the City.

In order for the project to be unique, the development team must be unique. PMG has enlisted a combination of professionals including a premier local architect, Cohen Freedman Encinosa & Associates Architects, utilizing conceptual designs by Carlos Ott. Additionally, PMG's local experience has allowed for an educated selection of local experienced consultants including structural, civil, and MEP engineers, as well as landscape architects.

The proposed project intentionally incorporates a design that compliments the local environment, which includes not only green space & Dumbfoundling Bay, but also the Aventura Arts and Cultural Center. Understandably, such an ambitious project requires us seek conditional review approval from the City of Aventura and it is in accordance therewith that we are submitting this application package. In connection with the characteristics to be considered by the City in determining the conditional use request, it is respectfully submitted that the project is planned for a street that is lined with similar residential condominium projects, many of which have also been subject to and granted the same conditional use as is required here. Consequently, the proposed project is extremely compatible with the other land uses permitted in the zoning district. It is our belief that the impact of this project on the surrounding area will be extremely favorable. In cooperation with all of the City of Aventura's applicable land use, development and building departments, we have sought to successfully meet and achieve each and every requirement proposed pursuant to the conditional use and believe that we have fully and eagerly responded to

PMG Aventura, LLC

Real Estate Principals

every suggestion, requirement or imposition of individualized conditions established in order to ensure that the conditional use requested is compatible with the surrounding neighborhoods and appropriate for the project's locale. In connection therewith, it is respectfully submitted that:

- i. The proposed use is consistent with the Comprehensive Plan for the City of Aventura.
- ii. The establishment, maintenance and operation of the proposed use shall not be detrimental to, or endanger the public health, safety of general welfare. As can be verified by the applicably City departments, PMG has carefully followed all criteria set forth by each department in connection with this consideration.
- iii. The proposed use is consistent with the community character of the immediate neighborhood. As previously stated herein, and as is well known by members of the community, this street is almost solely utilized as a residential multi-family neighborhood.
- iv. Utilities, roadway capacity, drainage and other necessary public facilities, including police, fire and emergency services will be available concurrent with demand as provided for in the requirements of the Land Development Regulations of the City of Aventura. PMG has actively sought instruction from the City of Aventura and has engaged the applicable city, county and state agencies to ensure that this consideration is fully addressed.
- v. Adequate measures have been prepared to provide ingress and egress to the project area in a manner that minimizes traffic congestion in the public streets. As is submitted with the application, PMG has engaged a highly reputable traffic engineering consultant to ensure that proper measures will be taken.
- vi. The establishment of the conditional use sought we seek shall not impede the development of surrounding properties for uses permitted in the zoning district. As is also well known in the community, this is the last area on the peninsula that comprises the area left to be developed. The surrounding area has all been developed in very recent years and will not be limited in any way by the conditional use.
- vii. The design of the proposed use shall minimize adverse effects, including visual impact, of the proposed use on adjacent property through the use of building orientation, setbacks, buffers, landscaping and other design criteria. As has been described herein, and as further described below, PMG has engaged the highest echelon of professionals to ensure that all such considerations are met to the satisfaction of the community residents and the City of Aventura as a whole. By way of example, at the City's request, the roof shading device has been reduced in height by six feet to twenty-nine feet above the roof deck. It has been pulled back from the edge of the buildings to reduce its visibility from the surrounding properties. High parapet walls and stairs enclosures will also mask its appearance. Its location on the roof will not only provide shade for the decks, but will also cover the roof top mechanical equipment, shielding it from public view.

PMG Aventura, LLC

Real Estate Principals

Substantial viewing corridors have been incorporated into the basic design of the buildings and site plan. The site plan also considered the residents of Aventura by providing subgrade parking in order to allow a pedestrian friendly environment. The amenities will include everything from a world class gym and pool deck to private concierge services. The proposed units average anywhere from 1,550 to nearly 4,000 square feet with finishes of the highest standard.

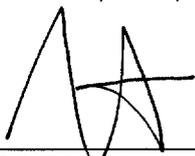
This project is PMG's third luxury development in South Florida in the past 5 years. In 2009, PMG delivered Mei Miami Beach, a 134-unit luxury development located on 58th and Collins, which is currently regarded as one the premier residential buildings in Miami Beach. More recently, PMG purchased property located at 9501 Collins Avenue and another premier project is currently under development at that location. The project, called 95th on the Ocean, is a boutique beachfront development featuring 7-private, exclusive luxury homes.

It is our intention with this application to work towards achieving a project that is mutually beneficial to all. We look forward to working with the City of Aventura over the coming years while developing this iconic project into the jewel of Aventura.

Thank you very much for your consideration.

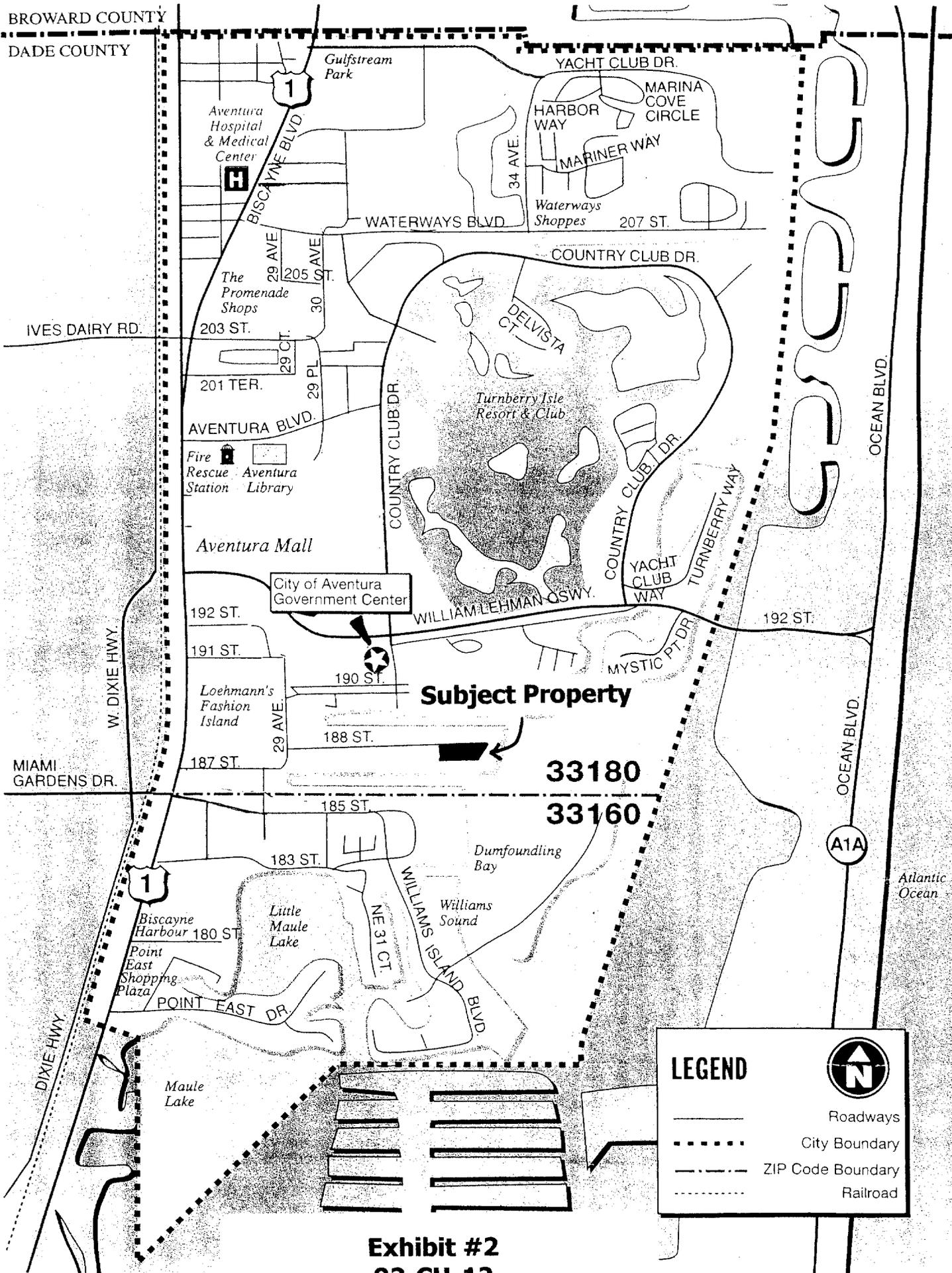
Sincerely,

PMG AVENTURA, LLC,

By: 

RYAN SHEAR, Managing Director

BROWARD COUNTY
DADE COUNTY



City of Aventura
Government Center

Subject Property

33180
33160

LEGEND

- Roadways
- City Boundary
- ZIP Code Boundary
- Railroad

Exhibit #2
02-CU-12



+ 3250 NE 188th St, Aventura, FL

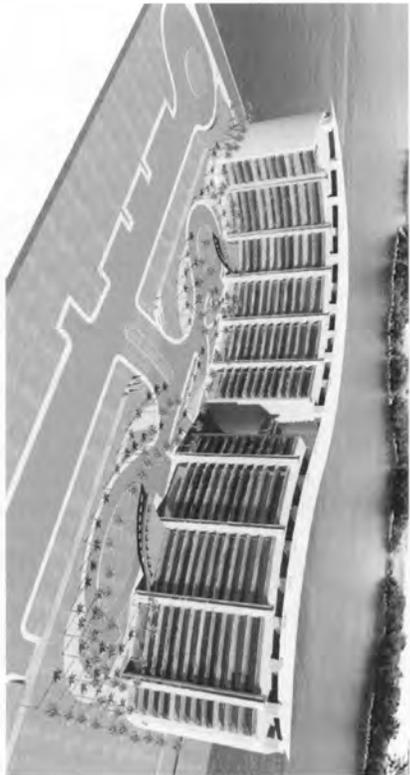
Exhibit #3
02-CU-12

Google earth

PRELIMINARY DESIGN FOR:

PMG AVENTURA, LLC

3250 NE 188th STREET
AVENTURA, FLORIDA



LANDSCAPE ARCHITECTURE

ESS2 CORPORATION
10700 NORTH KENDALL DRIVE SUITE 100
MIAMI, FLORIDA 33156
TEL (305) 274-2282 FAX (305) 274-2887

CIVIL ENGINEERING

CONSULTING ENGINEERING & SCIENCE
10700 NORTH KENDALL DRIVE SUITE 100
MIAMI, FLORIDA 33156
TEL (305) 274-2282 FAX (305) 274-2887

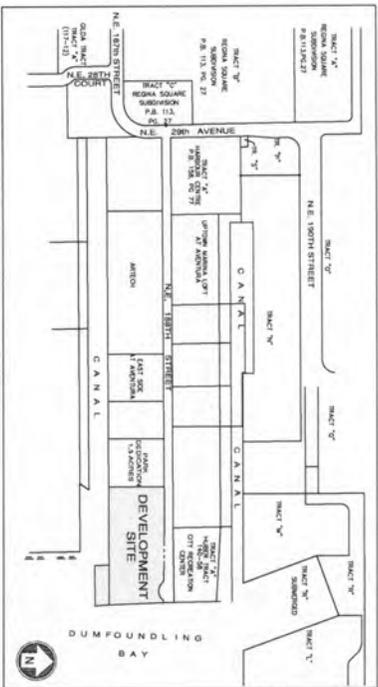
ARCHITECTURE:
COHEN, FREEDMAN, ENCINOSA & ASSOC.
ARCHITECTS, P.A.
4008 S.W. 1020th STREET
MIAMI, FLORIDA 33149
TEL (305) 552-2999 FAX (305) 552-4155

CONCEPTUAL DESIGNER

CARLOS OTT & ASSOC ARCHITECTS
MONTEVIDEO, URUGUAY SOUTH AMERICA
TEL 011 598 2 518 2230

ZONING ATTORNEY

PROMBER, PERLOW, & KOENIG, P.A.
18901 NORTHEAST 29th AVENUE #100
AVENTURA, FLORIDA 33180
TEL (305) 822-2000 FAX (305) 822-0100



LOCATION SKETCH
NOT TO SCALE

PROJECT DATA:

ZONING: RMP 2b
LOT SIZE: 1.4 ACRES (63,342 S.F.)
DEVELOPMENT SITE: 3,566 ACRES (154,100 S.F.)
RESIDENTIAL UNITS: 280 UNITS/ACRE
UNITS ALLOWED: NO MAXIMUM REQUIREMENT
P.A.C.: PROVIDED: 1.98
HEIGHT: ALLOWED: 135' (BASED ON PARK PENETRATION)
LOT COVERAGE: ALLOWED: 40% X 343,168 S.F. = 97,268 S.F.
DISTANCE BTW BLDGS: ALLOWED: 332' (79,605 S.F.)
VIEW CORRIDOR: PROVIDED: 30'-0"
VIEW CORRIDOR: PROVIDED: 49'-9"
VIEW CORRIDOR: PROVIDED: 63' X 760' = 22'-9"
VIEW CORRIDOR: PROVIDED: 20'-2"
SETBACKS: REQUIRED: PROVIDED
FRONT: 20' 20'
REAR: 20' 20'
SIDE (WEST): 25' 9'-9"
*SPECIAL EXCEPTION APPLIED FOR
PARKING: REQUIRED: 190 UNITS X 2.0 = 380 SPACES
CLIENT: 05 X 380 = 19 SPACES
TOTAL = 399 SPACES
PROVIDER: 388
GARAGE LEVEL: 13
LOBBY LEVEL: 403 (INCL. 8 HP SPACES)
TOTAL: 403 (INCL. 8 HP SPACES)

UNIT BREAKDOWN

UNIT TYPE	UNIT SF.	NO.	SQ-Ft./UNIT	TOTAL UNIT SF.
A	88,518	1	118,541.00	118,541.00
B	88,518	1	118,541.00	118,541.00
C	88,518	1	118,541.00	118,541.00
D	88,518	1	118,541.00	118,541.00
E	88,518	1	118,541.00	118,541.00
F	88,518	1	118,541.00	118,541.00
G	88,518	1	118,541.00	118,541.00
H	88,518	1	118,541.00	118,541.00
I	88,518	1	118,541.00	118,541.00
J	88,518	1	118,541.00	118,541.00
K	88,518	1	118,541.00	118,541.00
L	88,518	1	118,541.00	118,541.00
M	88,518	1	118,541.00	118,541.00
N	88,518	1	118,541.00	118,541.00
O	88,518	1	118,541.00	118,541.00
P	88,518	1	118,541.00	118,541.00
Q	88,518	1	118,541.00	118,541.00
R	88,518	1	118,541.00	118,541.00
TOTAL		19	180	180

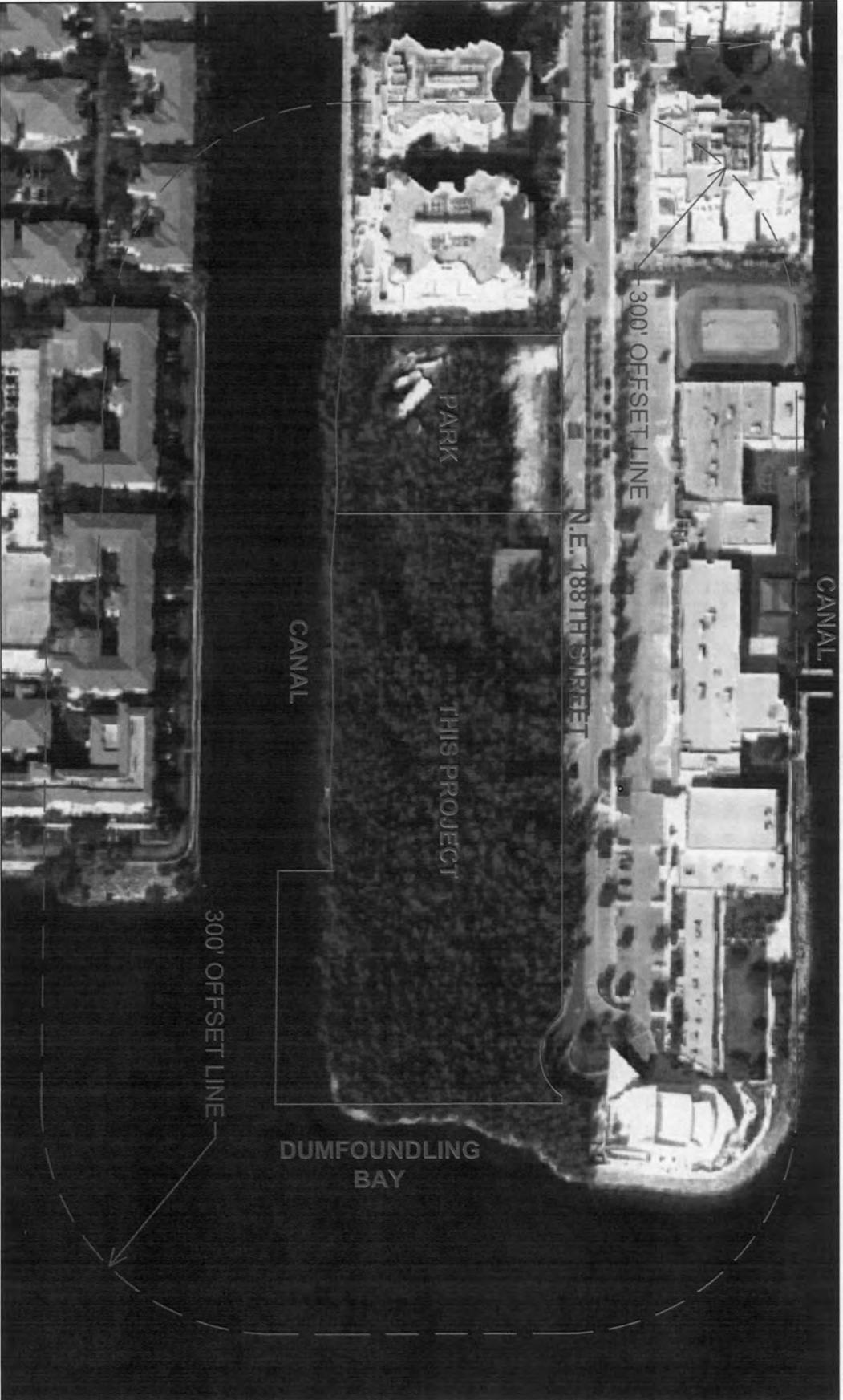
COHEN - FREEDMAN - ENCINOSA & ASSOC.
Architects, PA
8085 N.W. 155th Street Miami Lakes, Florida 33016 305 826 3999

CONCEPTUAL DESIGN BY
CARLOS OTT
MONTEVIDEO, URUGUAY

PRELIMINARY DESIGN FOR:
PMG AVENTURA, LLC
3250 NE 188th STREET, AVENTURA, FLORIDA

DATE: 03/14/07
SCALE: 1/8"=1'-0"
SHEET: 3/30
A.0

PRELIMINARY DESIGN
 FOR
PMG AVENTURA, LLC
 3250 NE 188th STREET
 AVENTURA, FLORIDA



AERIAL MAP
 Scale: 1"=50'

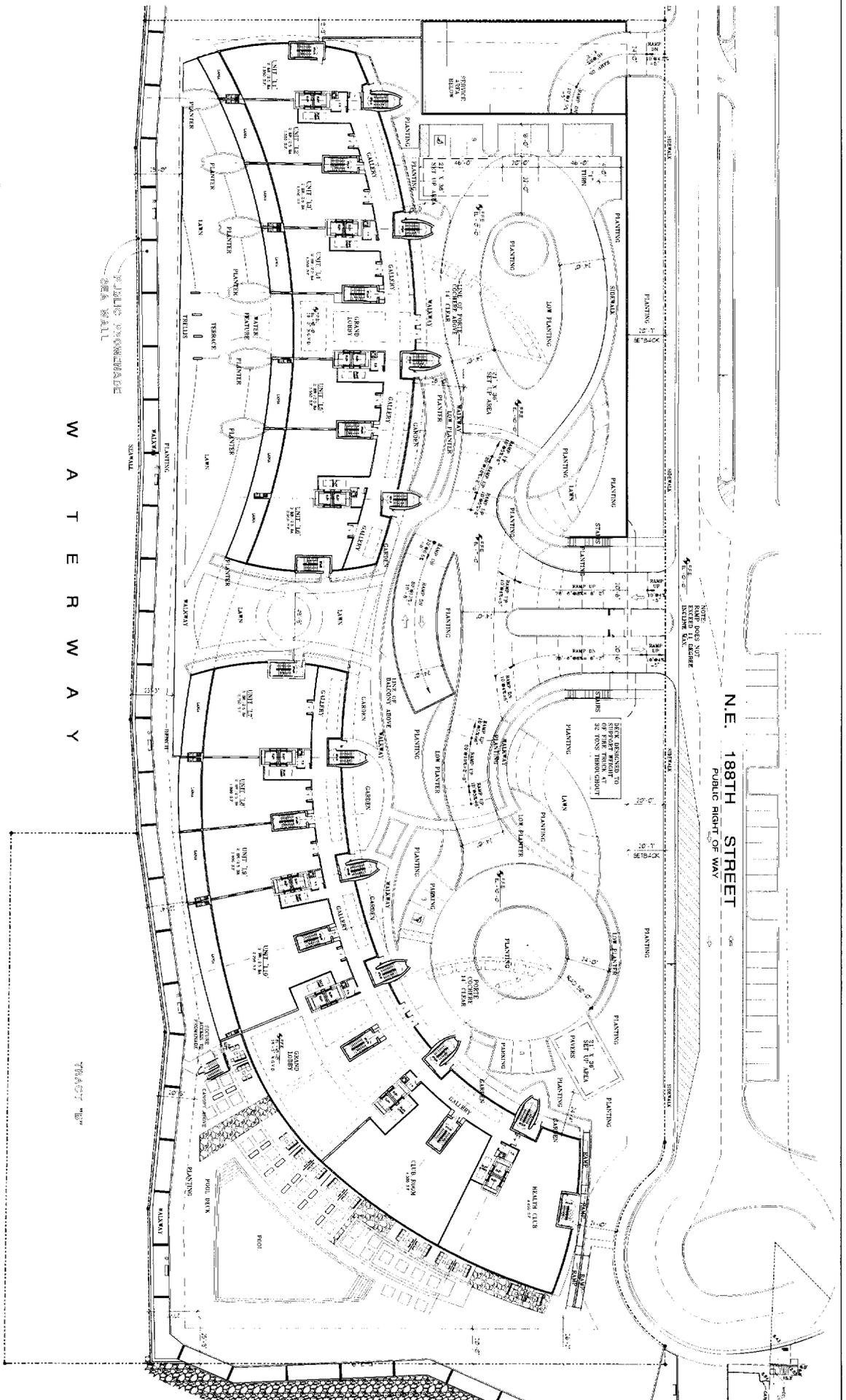
COHEN · FREDMAN · ENCINOSA & ASSOC.
Architects, PA
 AA C000779
 8085 N.W. 155th Street Miami Lakes, Florida 33016 305 826 3999

CARLOS OTT & ASSOC.
 CONCEPTUAL DESIGNER
 MONTEVIDEO, URUGUAY

PRELIMINARY DESIGN FOR:
PMG AVENTURA, LLC
 3250 NE 188th STREET, AVENTURA, FLORIDA

SITE PLAN SUBMITTAL
 CONSULTING ENGINEERS & ARCHITECTS, INC.
 10000 N.W. 11th Street, Suite 201
 Fort Lauderdale, FL 33304
 TEL: 754-561-1111 FAX: 754-561-1112
 www.ces-engineers.com
 CES PROJECT: 12941 Nelson & Reed
 12-21-09 (09)

DATE: 09-03-12
 SHEET: 3130
AERIAL



LOBBY LEVEL PLAN
SCALE: 1" = 30'

W A T E R W A Y

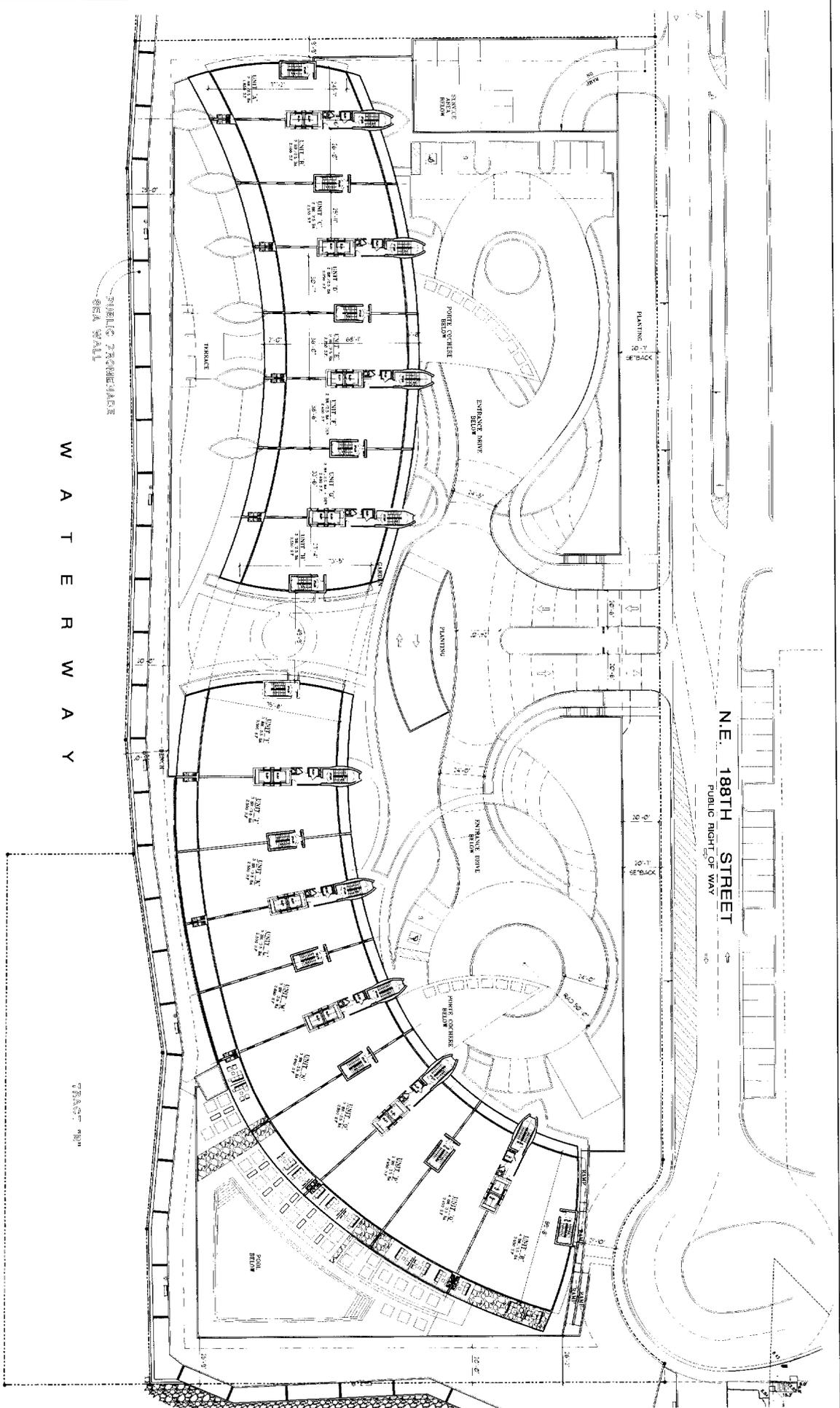
NE 188TH STREET
PUBLIC RIGHT OF WAY

COHEN · FREDMAN · ENCINOSA & ASSOC.
Architects, PA
8085 N.W. 155th Street Miami Lakes, Florida 33016 305 826 3999

CONCEPTUAL DESIGN BY
CARLOS OTT
MONTEVIDEO, CRUGUAY

PRELIMINARY DESIGN FOR:
PMG AVENTURA, LLC
3250 NE 188th STREET, AVENTURA, FLORIDA

DATE: 10/10/07	PROJECT: PMG AVENTURA	SCALE: 1" = 30'
DESIGNER: CARLOS OTT	ARCHITECT: COHEN · FREDMAN · ENCINOSA & ASSOC.	DATE: 10/10/07
PROJECT MANAGER: CARLOS OTT	PROJECT ARCHITECT: CARLOS OTT	DATE: 10/10/07
DATE: 10/10/07	PROJECT: PMG AVENTURA	SCALE: 1" = 30'



TYPICAL LEVEL PLAN
SCALE: 1" = 20'

COHEN · FREDMAN · ENCINOSA & ASSOC.
Architects, PA
AA 0300779
8085 N.W. 155th Street Miami Lakes, Florida 33016 305-826-3999

CONCEPTUAL DESIGN BY
CARLOS OTT
MOVIEVIDEO, URUGUAY

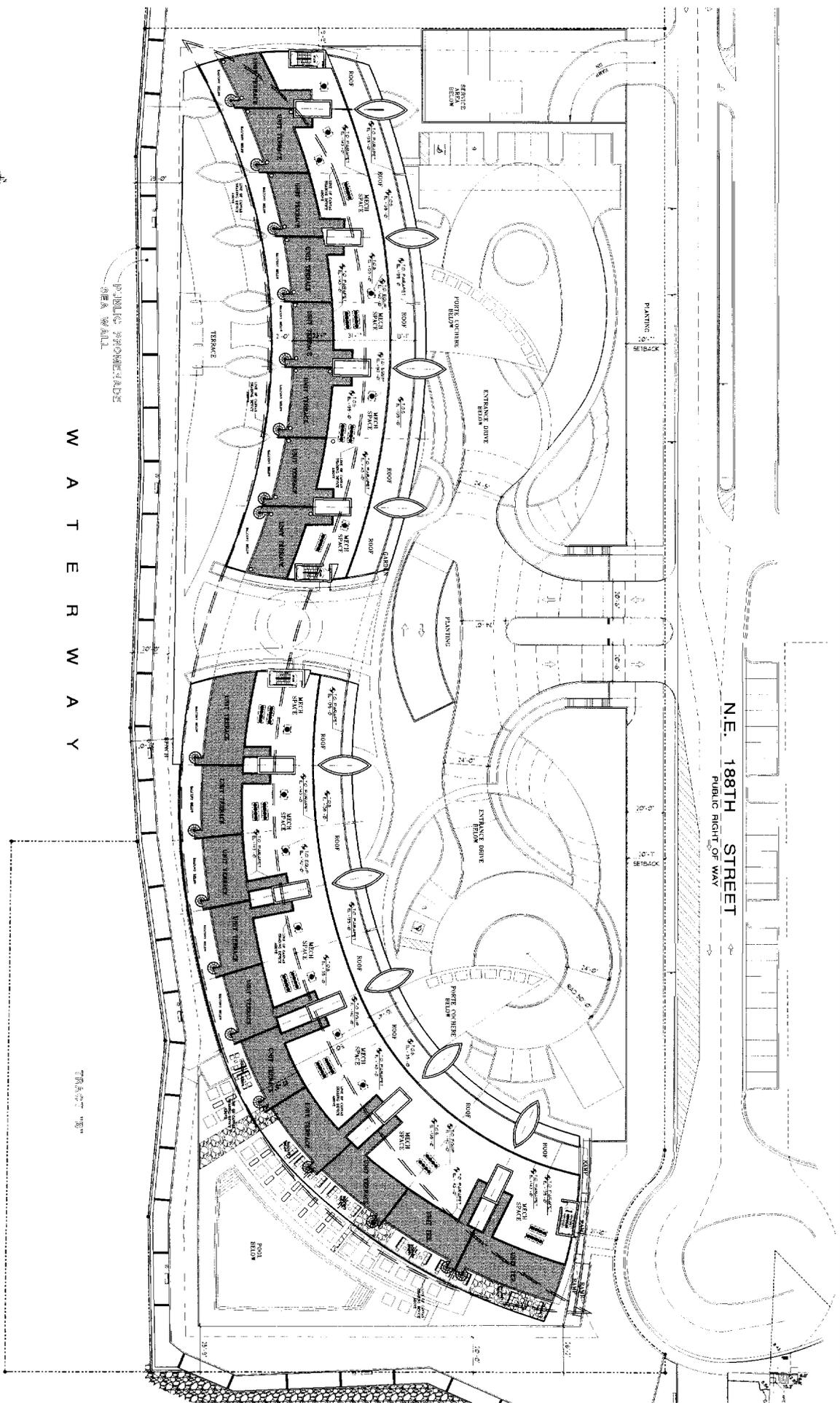
PRELIMINARY DESIGN FOR:
PMG AVENTURA, LLC
3250 NE 188th STREET, AVENTURA, FLORIDA

PLANNING CONSULTANT
ARCHITECTURAL CONSULTANT
MECHANICAL CONSULTANT
ELECTRICAL CONSULTANT
PLUMBING CONSULTANT

DATE: 10/15/03
DRAWN BY: J. HARRIS
CHECKED BY: J. HARRIS

PROJECT NO. 03-01-01
SHEET NO. 3100

A.3
3100



ROOF LEVEL PLAN

SCALE: 1" = 20'

W A T E R W A Y



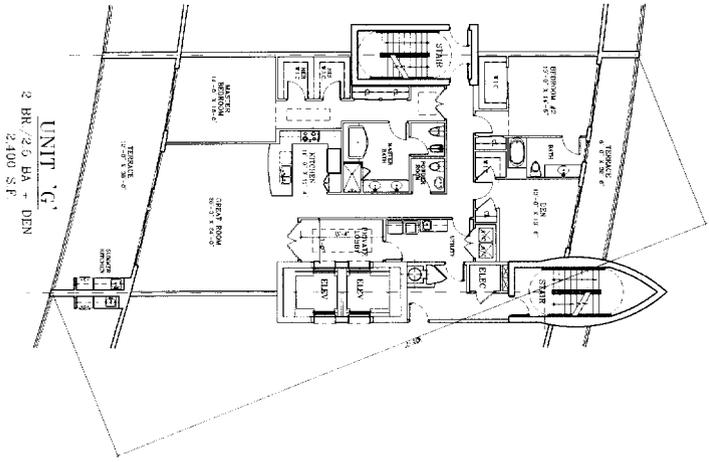
COHEN · FREDMAN · ENCINOSA & ASSOC.
Architects, PA
 AT C000729
 8085 N.W. 135th Street Miami Lakes, Florida 33016 305 826 3999

CONCEPTUAL DESIGN BY
CARLOS OTT
 MONTPELIER, VERMONT

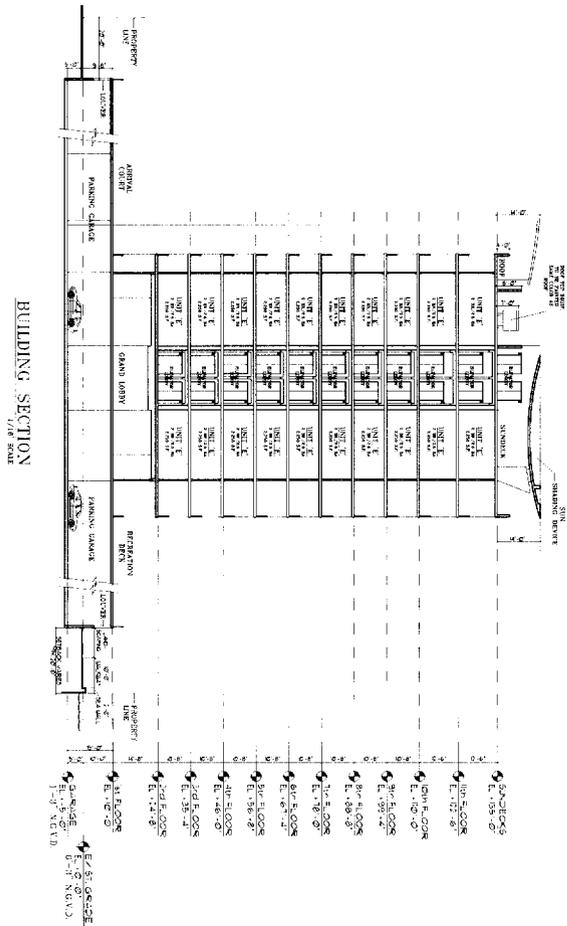
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PMG AVENTURA, LLC
 3250 NE 188th STREET, AVENTURA, FLORIDA

DATE: 05/11/11	BY: [Signature]
DATE: 05/11/11	BY: [Signature]
DATE: 05/11/11	BY: [Signature]

A.4
 3100



TYPICAL UNIT PLAN
SCALE: 1" = 20'



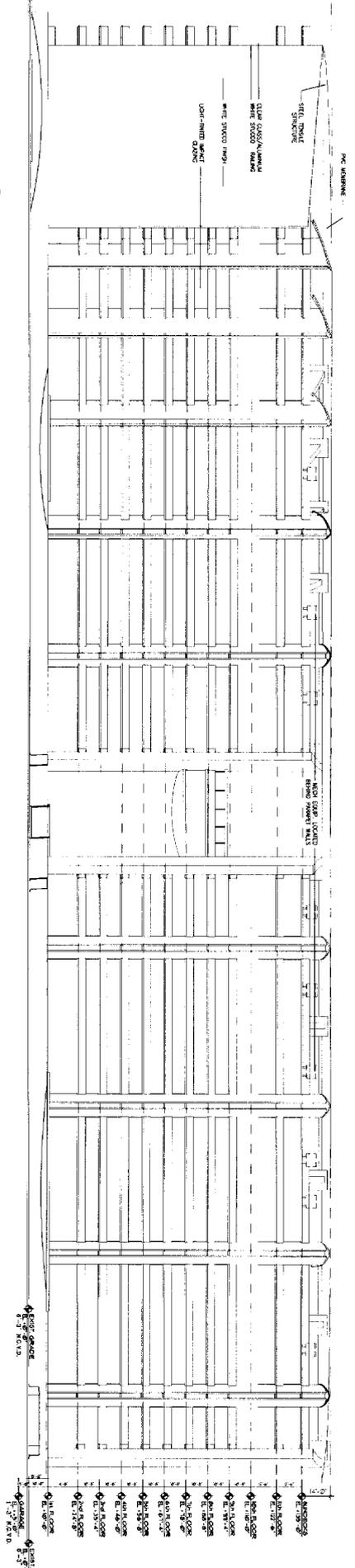
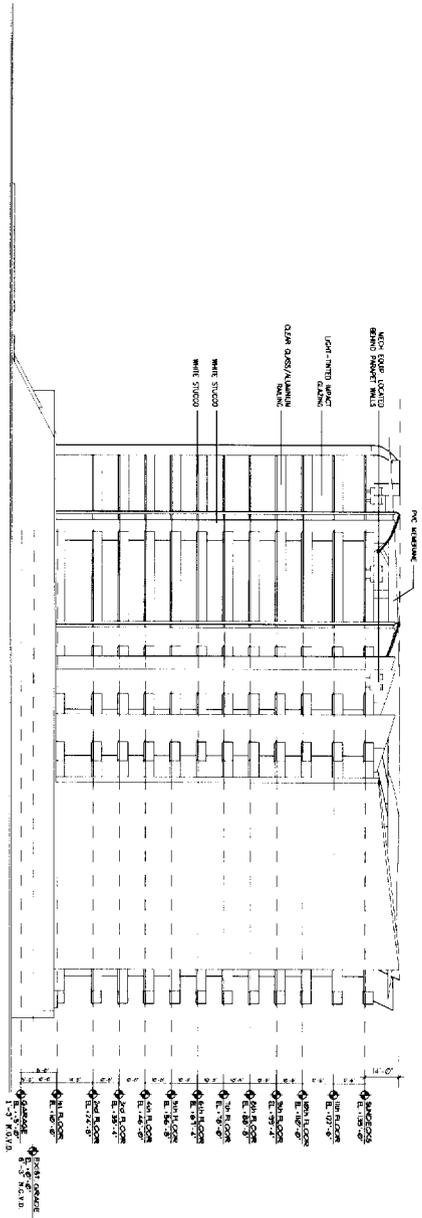
COHEN · FREEDMAN · ENCINOSA & ASSOC.
Architects, PA
AA E0000779
8085 N.W. 155th Street Miami Lakes, Florida 33016 305.826.3999

CONCEPTUAL DESIGN BY
CARLOS OTT
MONTVIDEO, URUGUAY

PRELIMINARY DESIGN FOR:
PMG AVENTURA, LLC
3250 NE 188th STREET, AVENTURA, FLORIDA

DATE OF PRELIMINARY DESIGN: 03/14/12
DATE OF PRELIMINARY DESIGN: 03/14/12

3/14/12
A.5
3180



COHEN · FREDMAN · ENCINOSA & ASSOC.
Architects, PA
 AI 0000779
 8085 N.W. 153th Street Miami Lakes, Florida 33016 305-826-3999

CONCEPTUAL DESIGN BY
CARLOS OTT
 MONTEVIDEO, URUGUAY

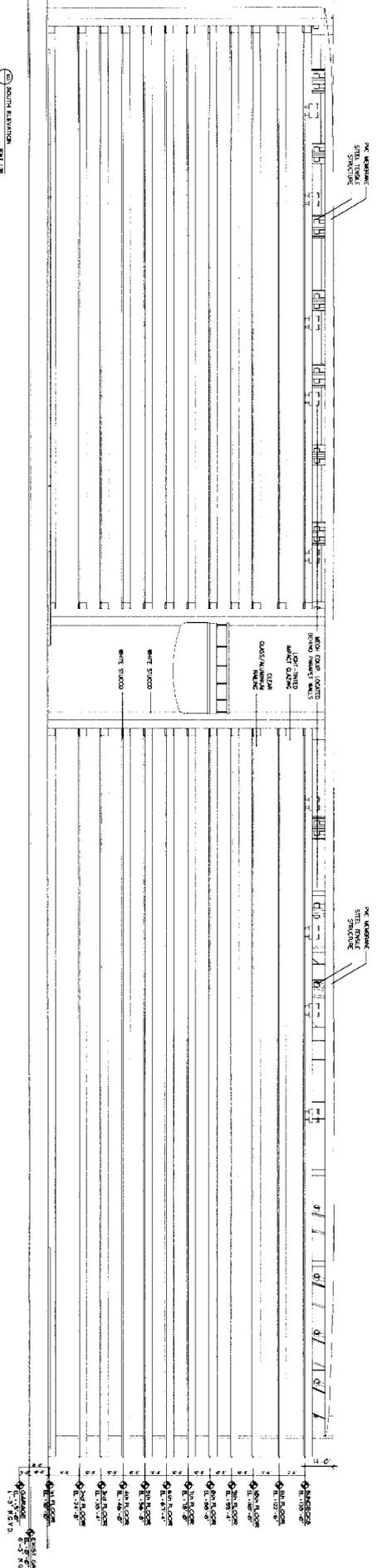
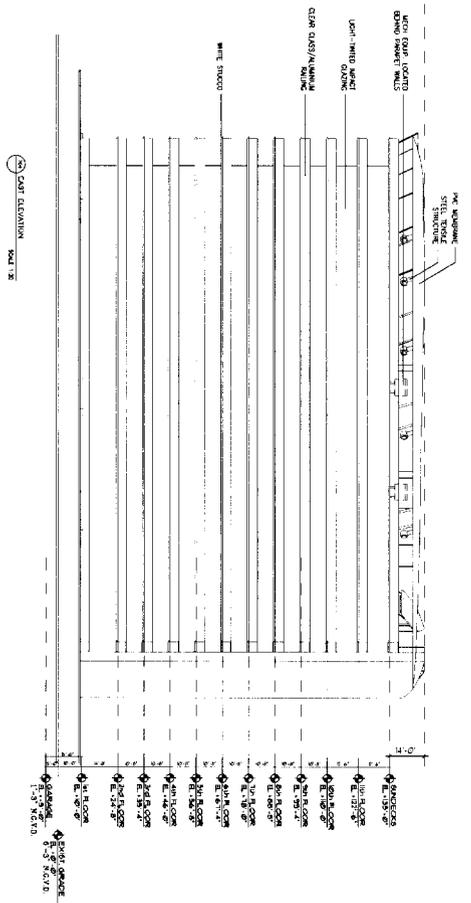
PRELIMINARY DESIGN FOR:
PMG AVENTURA, LLC
 3250 NE 18th STREET, AVENTURA, FLORIDA

PLANNING CONSULTANT
 RAYMOND, O'NEILL & ASSOCIATES, INC.
 10000 W. BIRCH AVE. SUITE 200
 MIAMI, FL 33156

ARCHITECTURAL CONSULTANT
 RAYMOND, O'NEILL & ASSOCIATES, INC.
 10000 W. BIRCH AVE. SUITE 200
 MIAMI, FL 33156

DATE: 06/04/11
 SHEET NO. 310

A.6
 310



25 SOUTH ELEVATION
SCALE

26 EAST ELEVATION
SCALE

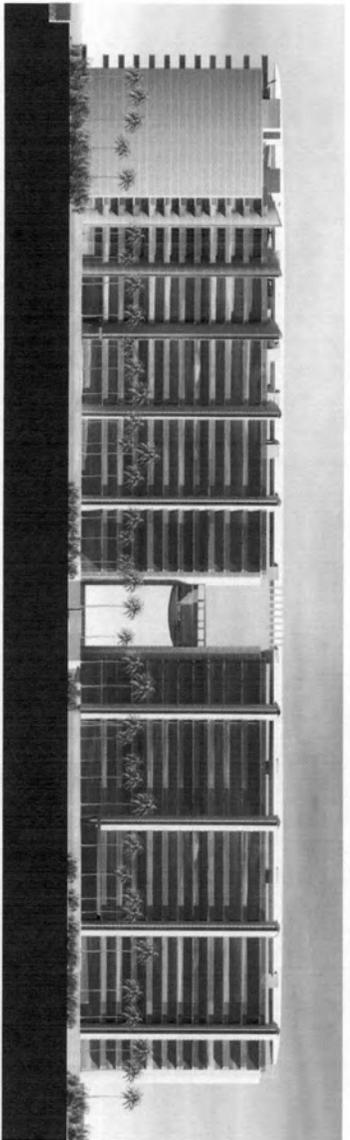
COHEN · FRIEDMAN · ENCINOSA & ASSOC.
 Architects, PA
 44 CO00779
 8085 N.W. 15th Street Miami Lakes, Florida 3306 305.826.3999

CONCEPTUAL DESIGN BY
CARLOS OTT
 MONTEVIDEO, URUGUAY

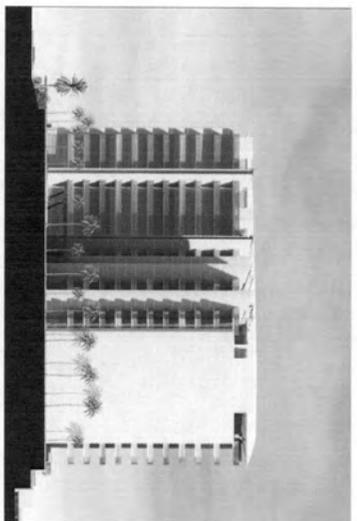
PRELIMINARY DESIGN FOR:
PMG AVENTURA, LLC
 3250 NE 189th STREET, AVENTURA, FLORIDA

SHEET NO. 3044	PROJECT NO. 3100
DATE 10/20/11	SCALE AS SHOWN
DRAWN BY J. B. ...	CHECKED BY J. B. ...
PROJECT MANAGER J. B. ...	ARCHITECT COHEN · FRIEDMAN · ENCINOSA & ASSOC.

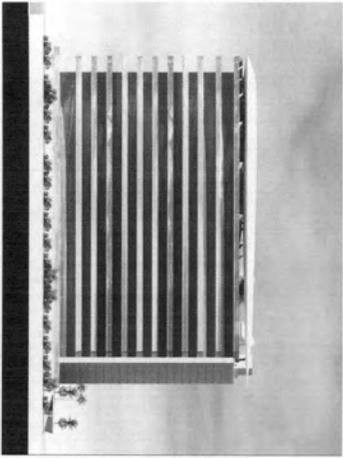
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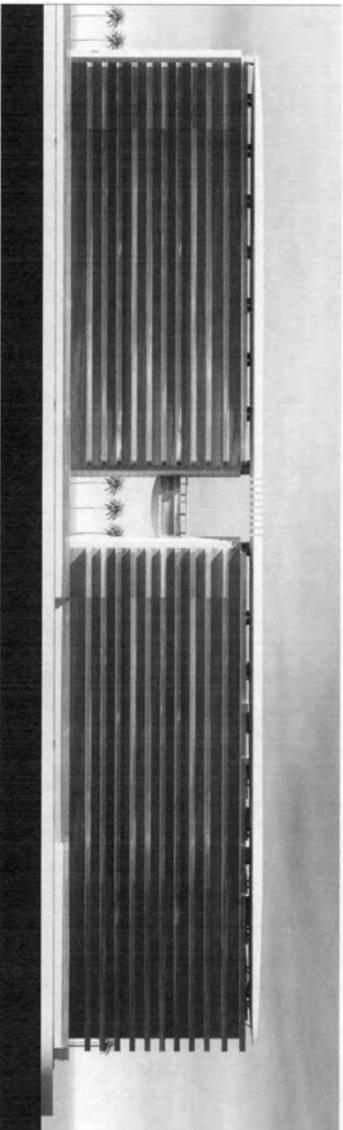
NORTH ELEVATION
N.T.S



WEST ELEVATION
N.T.S



EAST ELEVATION
N.T.S



SOUTH ELEVATION
N.T.S

COHEN · FREDMAN · ENCINOSA & ASSOC.
Architects, PA
LA 0000779
8085 N.W. 155th Street Miami Lakes, Florida 33016 305-826-3999

CONCEPTUAL DESIGN BY
CARLOS OTT
MONTEVIDEO, URUGUAY

PRELIMINARY DESIGN FOR:
PMG AVENTURA, LLC
3250 NE 188th STREET, AVENTURA, FLORIDA

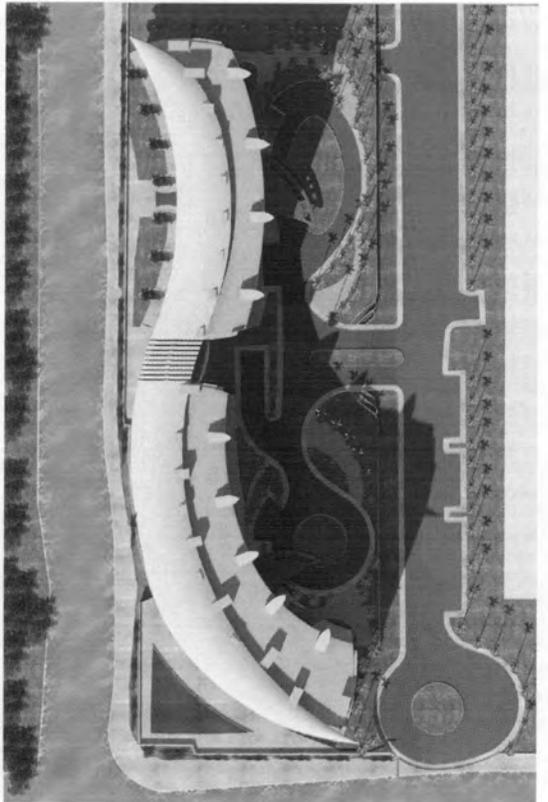
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STATE OF FLORIDA
APR 03/2008

PLANNING CONCEPT
STATE OF FLORIDA
APR 03/2008

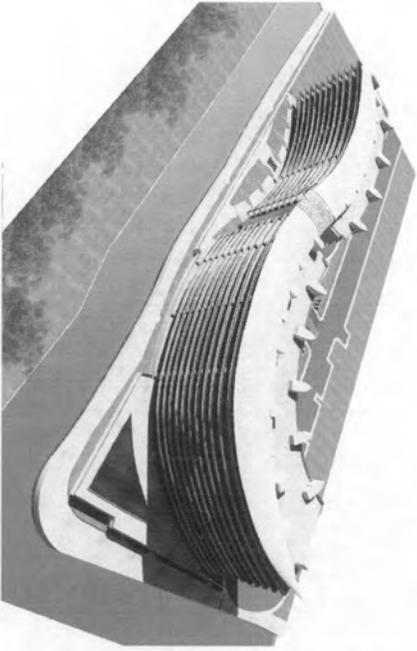
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Sheet No.
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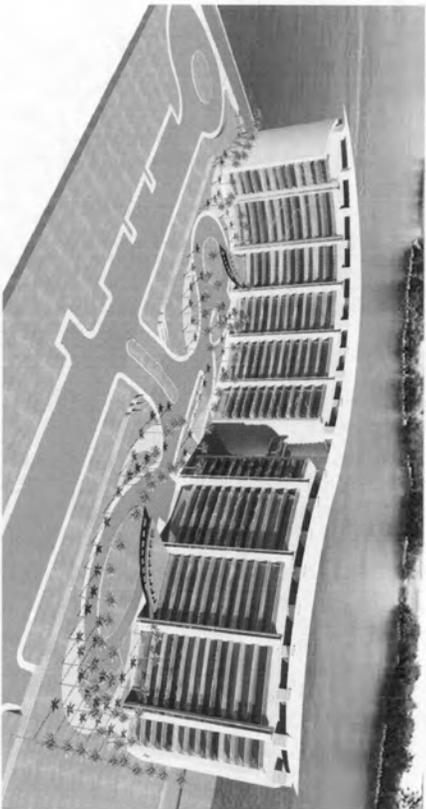
Scale
3/8" = 1'-0"



SITE PLAN
N.T.S.



VIEW LOOKING NORTHWEST
N.T.S.



VIEW LOOKING SOUTHEAST
N.T.S.

COHEN · FREDMAN · ENCINOSA & ASSOC.

Architects, PA
A/E COORDINATOR

8085 N.W. 155th Street Miami Lakes, Florida 33016 305-826-3999

CONCEPTUAL DESIGN BY

CARLOS OTT
MONTEVIDEO, URUGUAY

PRELIMINARY DESIGN FOR:
PMG AVENTURA, LLC

3250 NE 188th STREET, AVENTURA, FLORIDA

PLANNING BOARD
APPROVAL

PLANNING BOARD
APPROVAL

DATE: 05/14/11

DATE: 03/30

A.9



EXPOSED PARKING GARAGE
7 STORIES



UPTOWN MARINA LOFTS
11 STORY RESIDENTIAL



THE ATRIUM
12 STORY RESIDENTIAL



ARTECH 9 STORY RESIDENTIAL

DEDICATED DEVELOPMENT

CONTEXT PLAN



30 STORY RESIDENTIAL



8 STORY RESIDENTIAL



CONTEXT STUDY

30 STORY RESIDENTIAL
DESIGN & MATERIAL INFLUENCES
 MODERN/CONTEMPORARY DESIGN
 CONTINUATION OF HORIZONTALITY
 ARCHITECTURAL VERTICAL ELEMENTS
 EXTENSIVE USE OF GLASS
 SMOOTH STUCCO FINISHES
 SUN-SHADING DEVICES

COHEN • FREDMAN • ENCINOSA & ASSOC.
 Architects, PA

LA 0000779
 8085 N.W. 55th Street Miami Lakes, Florida 33016 305 826 3999

CONCEPTUAL DESIGN BY
CARLOS OTT
 MONTEVIDEO, URUGUAY

PRELIMINARY DESIGN FOR:
PMG AVENTURA, LLC
 3250 NE 188th STREET, AVENTURA, FLORIDA

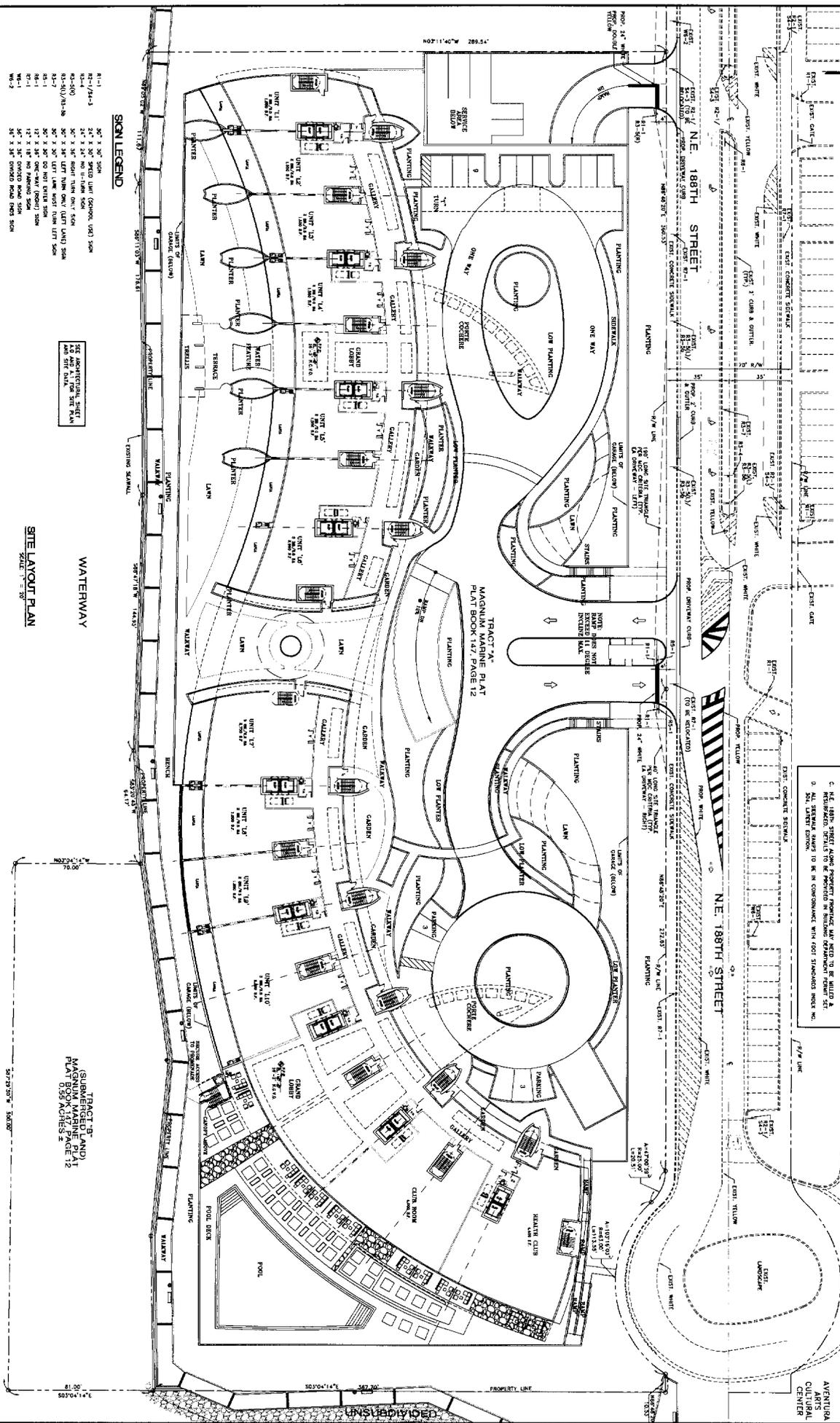
DATE OF PRELIMINARY DESIGN: 09/14/10
 DATE OF PRELIMINARY DESIGN: 09/14/10

Scale: 3/4" = 1'-0"

Sheet: A.10
 Date: 3/30

AVENTURA CITY OF
EXCELLENCE SCHOOL

- NOTES:**
1. ALL DIMENSIONS SHOWN IN REDUCED COPY OF THIS PLAN ARE 1/8"=1'-0" UNLESS OTHERWISE NOTED.
 2. CITY OF AVENTURA, PUBLIC WORKS DEPARTMENT
 3. CITY PLANNING ENGINEERING CONSULTANT - TAMPA-DODD COUNTY TRAFFIC
 4. TAMPA-DODD WATER & SEWER DEPARTMENT (W-S&SD)
 5. CITY OF AVENTURA WATER DEPT.
 6. CITY OF AVENTURA WASTE DEPT.
 7. ALL UTILITY WORK IN N.E. 188TH STREET MUST BE RECONSTRUCTED DURING CONSTRUCTION OF THIS PROJECT.
 8. ALL UTILITIES SHOWN ON THIS PLAN MUST BE RECONSTRUCTED DURING CONSTRUCTION OF THIS PROJECT.
 9. ALL UTILITIES SHOWN ON THIS PLAN MUST BE RECONSTRUCTED DURING CONSTRUCTION OF THIS PROJECT.
 10. ALL UTILITIES SHOWN ON THIS PLAN MUST BE RECONSTRUCTED DURING CONSTRUCTION OF THIS PROJECT.



SIGN LEGEND

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FLOODPLAIN MANAGEMENT ANALYSIS

Project # _____ Form # 33-2385-033-0010
 Address: 3250 NE 198TH STREET, Aventura, FL 33160
 Average extent of flood elevation above sea level from a certified survey prepared by DANIEL S. COHEN, PLS Lic # 1: 2833
 Generation: Land Use: Adjacent Grade: Lower Contour: N/A
 Existing: 5.54 5.50 7.00
 Proposed: 1.82 7.50 7.00

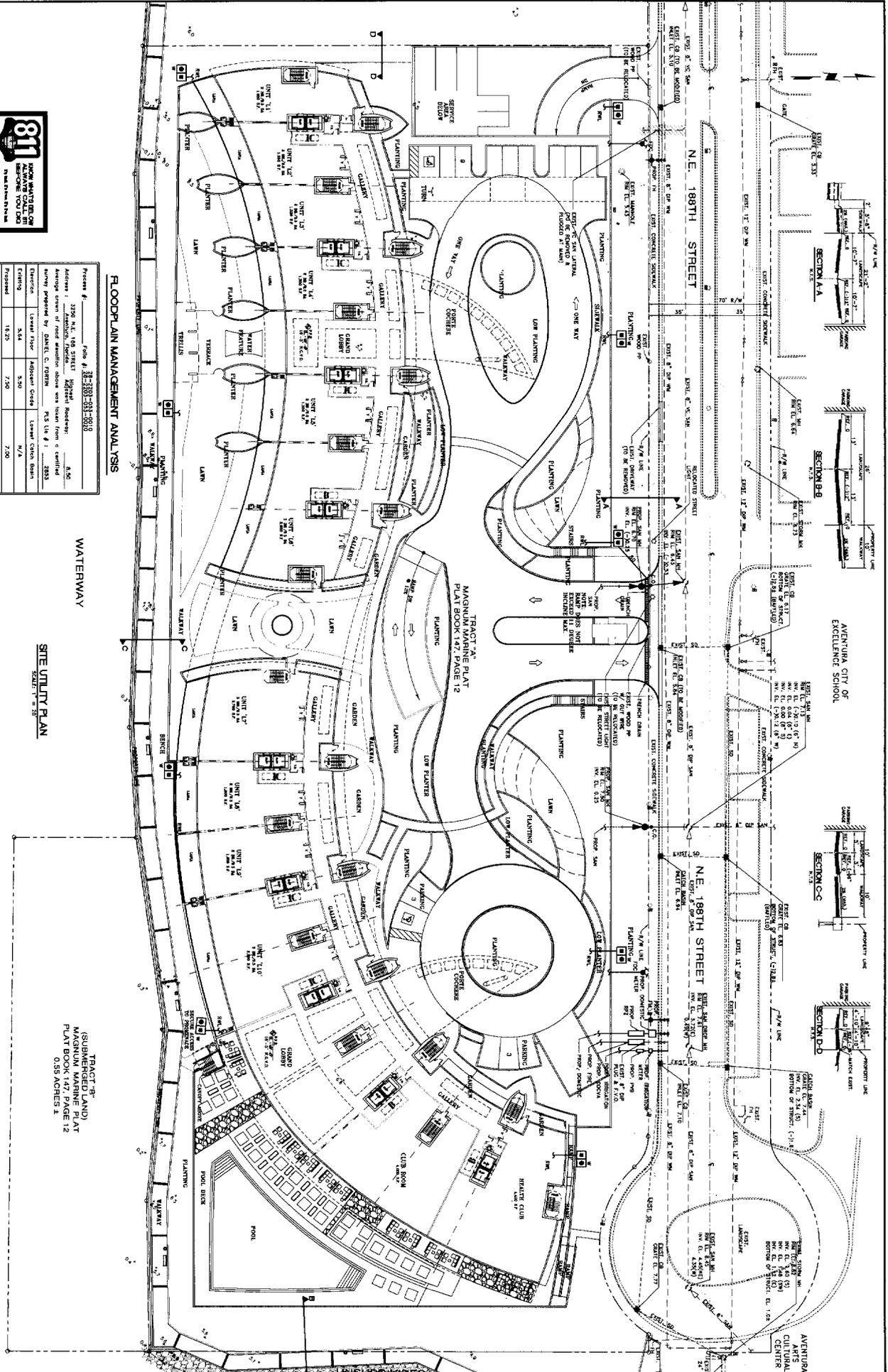
Preparation: Engineering: 1. Licensed Professional Engineer
 2. Licensed Professional Surveyor
 3. Licensed Professional Architect
 4. Licensed Professional Architect
 5. Licensed Professional Engineer
 6. Licensed Professional Surveyor
 7. Licensed Professional Architect
 8. Licensed Professional Engineer
 9. Licensed Professional Surveyor
 10. Licensed Professional Architect
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 98. Licensed Professional Engineer
 99. Licensed Professional Surveyor
 100. Licensed Professional Architect

COHEN · FREEDMAN · ENCINOSA & ASSOC.
Architects, PA AA 0000778
 8085 N.W. 155th Street Miami Lakes, Florida 33016 305-826-5999

CONCEPTUAL DESIGN BY:
CARLOS OTT & ASSOC.
 MONTEVIDEO, URUGUAY

PRELIMINARY DESIGN FOR:
PMG AVENTURA, LLC
 3250 NE 198TH STREET, AVENTURA, FLORIDA

SITE PLAN SUBMITTAL
 DATE: 08-03-12
 DRAWN BY: 3/27/12
 CHECKED BY: 3/27/12
 PROJECT NO: 330

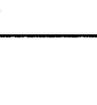
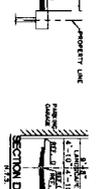
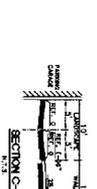
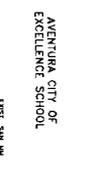
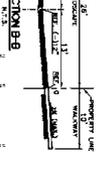
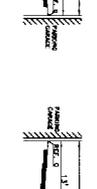


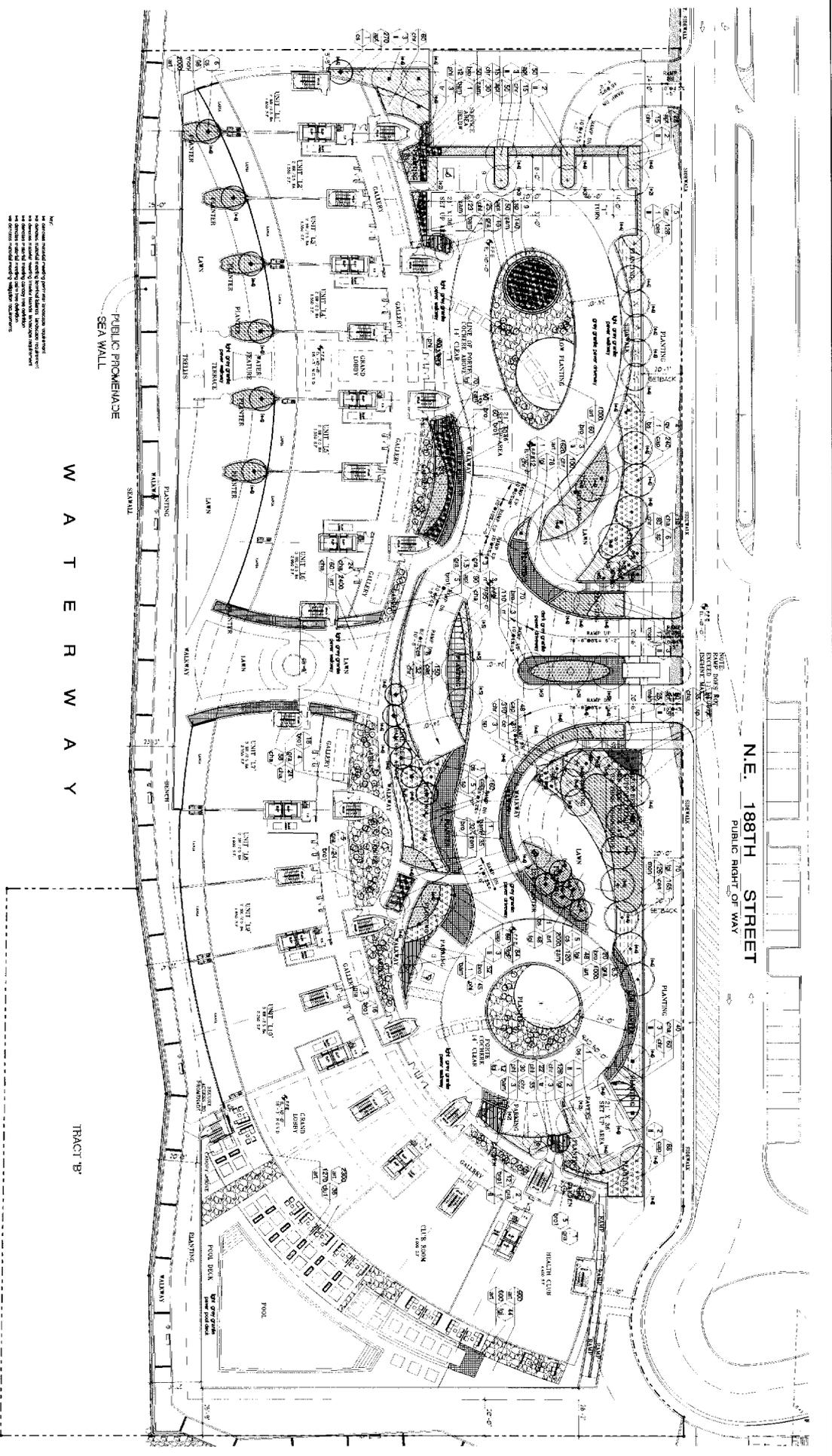
FLOODPLAIN MANAGEMENT ANALYSIS

WATERWAY

SITE UTILITY PLAN
 SCALE: 1" = 20'

TRACT -B- (SUBMITTED LAND)
 MAGNUM MARINE PLAT
 PLAT BOOK 147 PAGE 12
 0.55 ACRES ±





LOBBY LEVEL PLANTING PLAN

SCALE: 1" = 30'

SCALE: 1" = 30'

W A T E R W A Y

TRACT 'B'

NOTES:
 1. ALL PLANTING SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE MICHIGAN PLANTING CODE AND THE MICHIGAN LANDSCAPE ARCHITECTURE BOARD'S PRACTICE MANUAL.
 2. ALL PLANTING SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE MICHIGAN PLANTING CODE AND THE MICHIGAN LANDSCAPE ARCHITECTURE BOARD'S PRACTICE MANUAL.
 3. ALL PLANTING SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE MICHIGAN PLANTING CODE AND THE MICHIGAN LANDSCAPE ARCHITECTURE BOARD'S PRACTICE MANUAL.
 4. ALL PLANTING SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE MICHIGAN PLANTING CODE AND THE MICHIGAN LANDSCAPE ARCHITECTURE BOARD'S PRACTICE MANUAL.



Landscape architecture
 3336
 14121 SW 119 AVENUE MIAMI FL 33186
 P (305) 274-2000 F (305) 274-2887 11010124
 LANDSCAPE

COHEN · FREEDMAN · ENCINOSA & ASSOC.
 Architects, PA
 AN 00007719
 8085 N.W. 155th Street Miami Lakes, Florida 33016 305 826 3999

CONCEPTUAL DESIGN BY
 CARLOS OTT & ASSOC.
 MONTEVIDEO, URUGUAY

PRELIMINARY DESIGN FOR:
 PMG AVENTURA, LLC
 3220 NE 188th STREET, AVENTURA, FLORIDA

DATE	DESCRIPTION
10/11/11	FINAL CONCEPT DESIGN
10/11/11	REVISIONS

DATE: 10/11/11
 SHEET: L-2
 TOTAL SHEETS: 330



ES2 Landscape architecture
 1501 N. W. 10th Avenue, Suite 100
 Fort Lauderdale, FL 33304
 Phone: (954) 561-1887 Fax: (954) 561-1888
 www.es2landscape.com

COHEN - FREDMAN - ENCINOSA & ASSOC.
 Architects, PA
 8085 N.W. 153th Street, Miami Lakes, Florida 33016 305 826 3999

CONCEPTUAL DESIGN BY
CARLOS OTT & ASSOC.
 MONTEVIDEO, URUGUAY

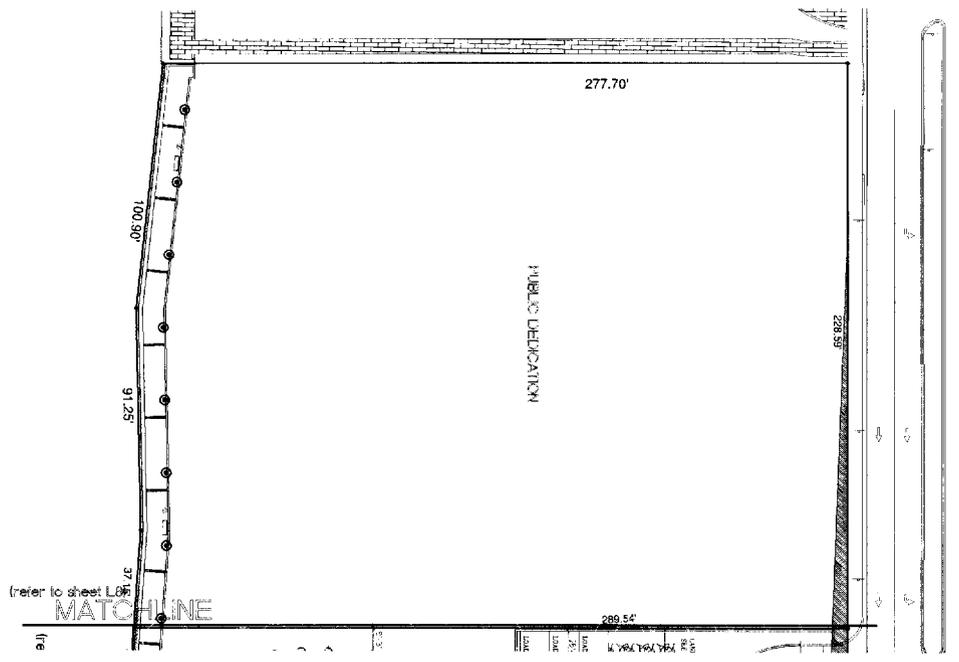
PRELIMINARY DESIGN FOR:
PMG AVENTURA, LLC
 3220 NE 189th STREET, AVENTURA, FLORIDA

DATE: 08/20/13
 DRAWN BY: J. GARCIA
 CHECKED BY: J. GARCIA
 PROJECT: PMG AVENTURA, LLC
 SHEET: L-8 OF 8

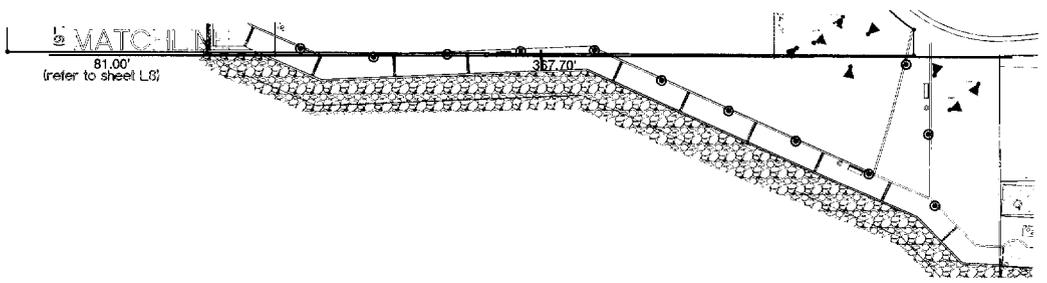
Scale: 1" = 20'
 330



GROUND LEVEL, OFF-SITE LIGHTING PLAN
 SCALE: 1" = 20'

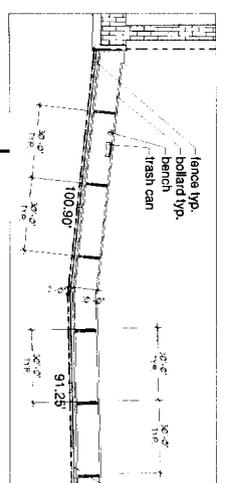


- LIGHT KEY:**
- Flood to Top of Pole (See Note 1)
 - Flood to Mid of Pole (See Note 1)
 - Flood to Bottom of Pole (See Note 1)
 - ▲ Flood to Top of Pole (See Note 1)
 - ▼ Flood to Bottom of Pole (See Note 1)
- NOTE 1: LIGHT FIXTURES SHALL BE INSTALLED AT THE TOP, MIDDLE OR BOTTOM OF THE POLE AS SHOWN. THE LIGHT FIXTURE SHALL BE INSTALLED AT THE TOP OF THE POLE UNLESS OTHERWISE NOTED.
- NOTE 2: LIGHT FIXTURES SHALL BE INSTALLED AT THE TOP OF THE POLE UNLESS OTHERWISE NOTED.
- NOTE 3: LIGHT FIXTURES SHALL BE INSTALLED AT THE TOP OF THE POLE UNLESS OTHERWISE NOTED.
- NOTE 4: LIGHT FIXTURES SHALL BE INSTALLED AT THE TOP OF THE POLE UNLESS OTHERWISE NOTED.

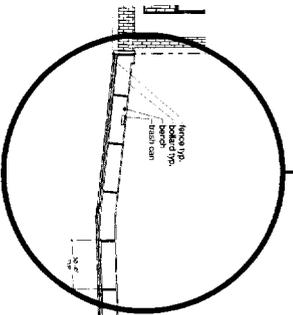
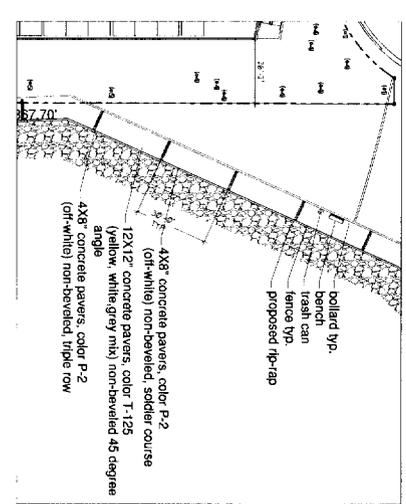


- specifications:
1. bench indicated to be by Landscape Forms Inc. - Sutherland, Stue Bezon model # SC2005AS-22 (COP Architectural Products, 305.307.6654) install per manufacturers specifications
 2. bollard indicated to be by Parquard (double coated) color to be Aventura Green special color: Tiger Drylac 4935870 PML49025 glossy
 3. trash can indicated to be by Parquard (double coated) color to be Aventura Green special color: Tiger Drylac 4935870 PML49025 glossy
 4. fence indicated to match City of Aventura fence
 5. parking indicated to be by Harrison Paver Products (Lawn Concrete, 305.216.0477) special color: Tiger Drylac 4935870 PML49025 glossy
 6. soldier course - color P-2 (off white) non-beveled
 7. 4x8" timber row - color P-2 (off white) non-beveled
 8. 2x12" wide - color P-2 (off white) non-beveled 45 degree

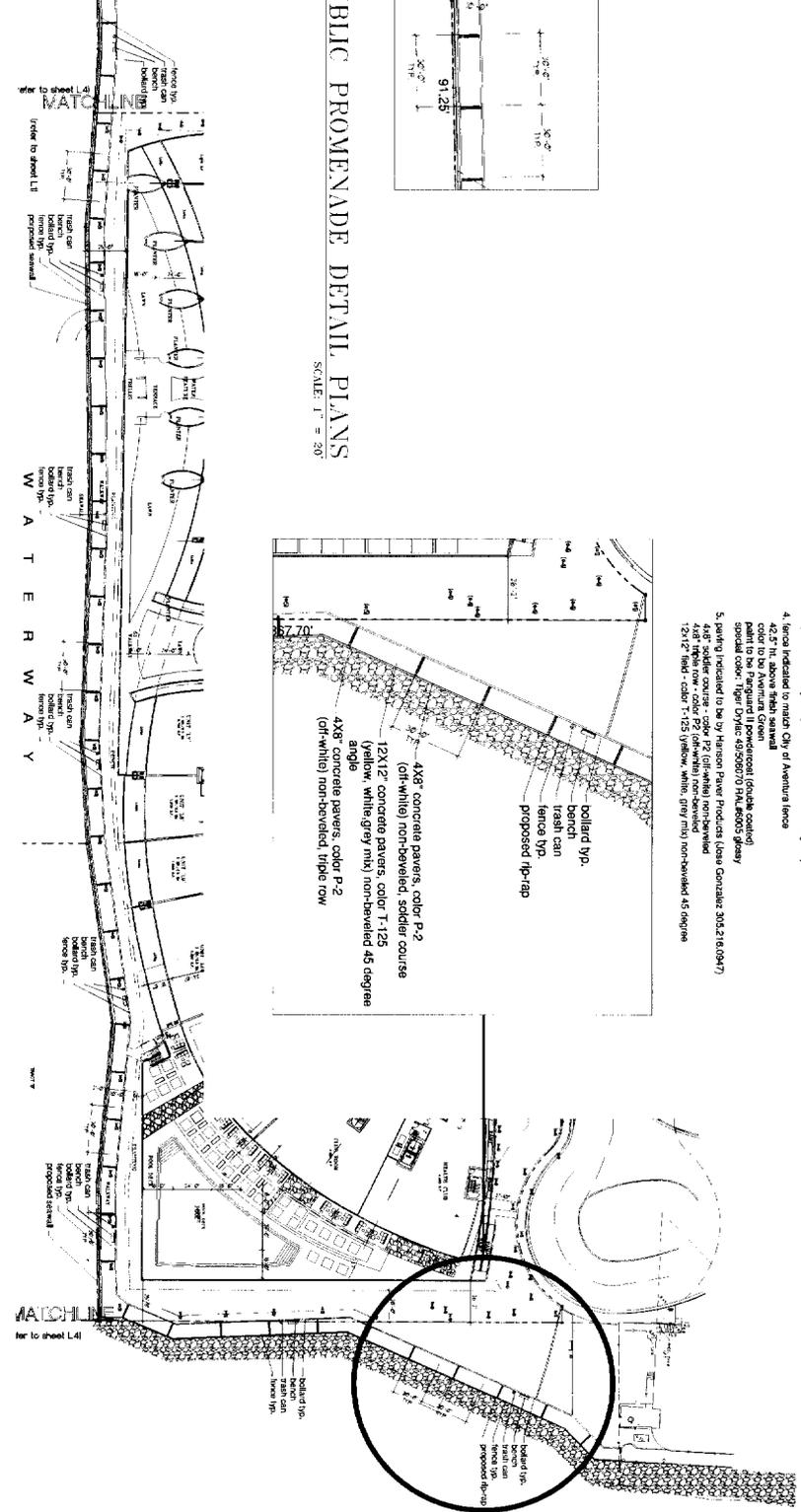
- notes:
1. Detail drawings to be provided at permit submittal
 2. All detail drawings to be submitted to City of Aventura
 3. refer to sheets L-1, L-3 and L-4 for detailed planting plans and specifications
 4. refer to sheets L-6 and L-8 for detailed lighting plans
 5. benches spaced 15'0" o.c.
 6. bollards spaced 30' o.c.
 7. trash cans spaced 150' o.c.
 8. (Optional) Fences spaced 50' o.c.



PUBLIC PROMENADE DETAIL PLANS
SCALE: 1" = 20'



PUBLIC PROMENADE OVERALL PLAN
SCALE: 1" = 30'



Landscaping architecture
Landscape Architecture
10000 SW 15th Street, Suite 100
Miami, Florida 33156
Phone: 305.826.3999

COHEN · FREDMAN · ENCINOSA & ASSOC.
Architects, PA
At CO000779
8085 N.W. 15th Street, Miami Lakes, Florida 33016 305.826.3999

CONCEPTUAL DESIGN BY
CARLOS OTT & ASSOC.
MONTEVIDEO, URUGUAY

PRELIMINARY DESIGN FOR:
PMG AVENTURA, LLC
3220 NE 18th STREET, AVENTURA, FLORIDA

DATE: 03.21.12
DRAWN: J. FREEDMAN
CHECKED: J. FREEDMAN
PROJECT: PUBLIC PROMENADE
SHEET: L-9
3300



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>(i.e. Attorneys, Architects, Landscape Architects, Engineers, Lobbyists, Etc.)</i>
<u>Fromberg, Perlow & Kornik, PA</u>	<u>Attorney.</u>
<u>9/11/12</u> FD Aventura LLC	<u>Developer Partner.</u>
<u>Nelson Ortiz</u>	<u>Consulting Engineer.</u>
<u>William Eager</u>	<u>Landscape Architect.</u>
<u>Fortin Leahy Skiles Inc</u>	<u>Surveyor.</u>

(Attach Additional Sheets If Necessary)

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

WITNESS MY HAND THIS 11 DAY OF SEPT 2012

AUTHORIZED REPRESENTATIVE OF APPLICANT:

OWNER

By: [Signature]
 Name: RYAN SHEAR
 Title: MANAGING DIRECTOR
 Address: PNC AVENTURA LLC

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

19495 BISCAYNE BLD, AVENTURA

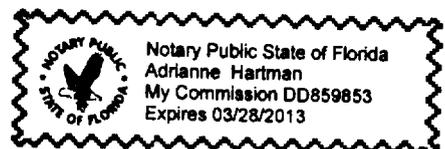
STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

SWORN TO AND SUBSCRIBED BEFORE ME this 11 day of SEPT 2012

AFFIANT

[Signature]
 Notary Public State of Florida At Large
 Printed Name of Notary ADRIANNE HARTMAN
 My commission expires 03/28/2013





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>ARNSTEIN & LEHR</u>	<u>ATTORNEY</u>
<u>STUART COHEN</u>	<u>ARCHITECT.</u>
<u>ADRIANNE HARTMAN</u>	<u>DEVELOPMENT CONSULTANT</u>
_____	_____

(Attach Additional Sheets If Necessary)

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

WITNESS MY HAND THIS 11 DAY OF SEPT 2012

AUTHORIZED REPRESENTATIVE OF APPLICANT:

OWNER

By: AA
(Signature)
 Name: RYAN SHEAR
(Print)
 Title: MANAGING DIRECTOR
 Address: PMG AVENTURA LLC
19495 BISCAYNE BLVD, AVENTURA

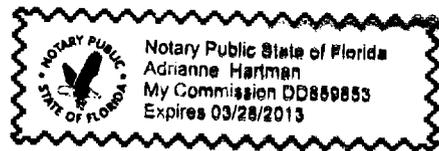
By: _____
(Signature)
 Name: _____
(Print)
 Title: _____
 Address: _____

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

SWORN TO AND SUBSCRIBED BEFORE ME this 11 day of SEPT 2012

AFFIANT AA
 Notary Public State of Florida At Large
 Printed Name of Notary ADRIANNE HARTMAN
 My commission expires 03/28/2013





BUSINESS RELATIONSHIP AFFIDAVIT*

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

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 31 DAY OF July, 2012

APPLICANT:

By: _____ (Signature)
Name: Kevin MAHONEY (Print)
Title: OWNER/AVENTURA LLC (Print)

WITNESS MY HAND THIS 31 DAY OF July, 2012

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 31 DAY OF July, 2012

REPRESENTATIVE (Listed on Business Relationship Affidavit)

By: [Signature] (Signature) ^X

Name: [Print Name] (Print)

Title: [Print Title] (Print)

By: [Signature] (Signature) ^X

Name: [Print Name] (Print)

Title: [Print Title] (Print)

By: [Signature] (Signature)

Name: [Print Name] (Print)

Title: [Print Title] (Print)

By: _____ (Signature)

Title: _____ (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

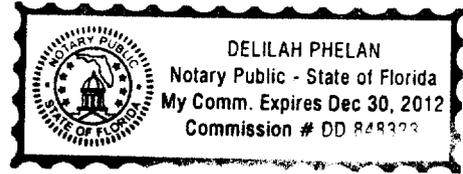
STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

Before me, the undersigned authority, personally appeared Kevin Murray 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 31 day of July, 2012

Notary Public State of Florida At Large
DELILAH PHELAN
Printed Name of Notary
My commission expires: 12/30/12



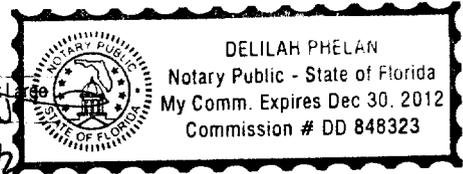
STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

Before me, the undersigned authority, personally appeared Rayn Stark 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 31 day of July, 2012

Notary Public State of Florida At Large
DELILAH PHELAN
Printed Name of Notary
My commission expires: 12/30/12



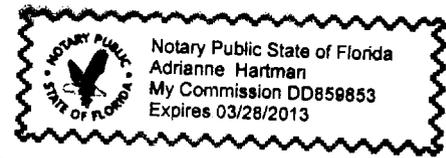
STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

Before me, the undersigned authority, personally appeared Ned White 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 31 day of July, 2012

Notary Public State of Florida At Large
ADRIANNE HARTMAN
Printed Name of Notary
My commission expires: 3/28/2013



STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

AFFIANT

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 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)(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 6 DAY OF August, 2007

APPLICANT:

By: [Signature] (Signature)
Name: CAROLAN HASBITT (Print)
Title: ATTORNEY (Print)

WITNESS MY HAND THIS 6 DAY OF August, 2007

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 6 DAY OF August, 2002

APPLICANT:
 By: [Signature] (Signature)
 Name: Johanna M. Perlow (Print)
 Title: Attorney (Print)

WITNESS MY HAND THIS 6 DAY OF August, 2002

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 6th DAY OF August, 2002.

REPRESENTATIVE: (Listed on Business Relationship Affidavit)

By: [Signature] (Signature)
Name: Gary Jan Overbit (Print)
Title: Attorney (Print)

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

By: [Signature] (Signature)
Name: Jeffrey M. Parlow (Print)
Title: Attorney (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.

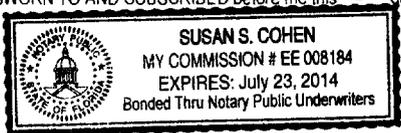
NOTARIZATION PROVISION

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

Before me, the undersigned authority, personally appeared Gary Ian Neff 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 6 day of August, 2012



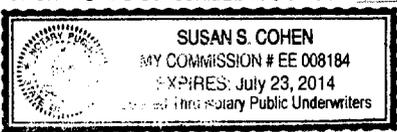
[Signature]
Notary Public State of Florida At Large
Susan Cohen
Printed Name of Notary
My commission expires: 7/23/2014

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

Before me, the undersigned authority, personally appeared Jeffrey M. 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 6 day of August, 2012



[Signature]
Notary Public State of Florida At Large
Susan Cohen
Printed Name of Notary
My commission expires: 7/23/2014

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: _____



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:

_____ (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 1 DAY OF August, 2012

APPLICANT:

By: _____ (Signature)
 Name: NELSON ORTIZ, P.E. (Print)
 Title: CONSULTING ENGINEERING - SCIENCE (Print)
VICE PRESIDENT, CIVIL ENGINEER

WITNESS MY HAND THIS 1st DAY OF AUGUST, 2012

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 1ST DAY OF AUGUST, ~~200~~ 2012

REPRESENTATIVE: (Listed on Business Relationship Affidavit)

By: [Signature] (Signature)

By: _____ (Signature)

Name: Nelson Ortiz, P.E. (Print)

Name: _____ (Print)

Title: Vice President (Print)

Title: _____ (Print)

Consulting Engineering, Science, Inc. (Civil Engineering)

By: _____ (Signature)

By: _____ (Signature)

Name: _____ (Print)

Name: _____ (Print)

Title: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

By: _____ (Signature)

Name: _____ (Print)

Name: _____ (Print)

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By: _____ (Signature)

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 Nelson Ortiz 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.

Nelson Ortiz
AFFIANT

SWORN TO AND SUBSCRIBED before me this 1st day of August, ~~200~~ 2013

Omayra V. Berg
Notary Public State of Florida At Large
Printed Name of Notary
My commission expires: 6/27/14



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.

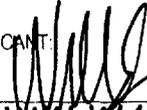
2. Affiant hereby discloses that it does have a Business Relationship with a member of the City Commission or a City Advisory Board to which the application will be presented, as follows:

_____ (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 3 DAY OF AUG 2012

APPLICANT: 
By: _____ (Signature)
Name: WILLIAM EAGER (Print)
Title: EG&S LANDSCAPE ARCH. (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 3 DAY OF AUG 2012

REPRESENTATIVE: (Listed on Business Relationship Affidavit)

By: [Signature] (Signature)

Name: WILLIAM EDGER (Print)

Title: EGS2 LANDSCAPE ARCH. (Print)

By: _____ (Signature)

Name: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

Name: _____ (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.

NOTARIZATION PROVISION

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

Before me, the undersigned authority, personally appeared WILLIAM ENGR 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.

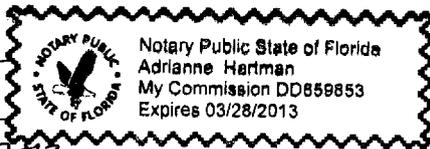
SWORN TO AND SUBSCRIBED before me this 3 day of AUG, 2012

AFFIANT

Notary Public State of Florida At Large

Printed Name of Notary

My commission expires 03/28/2013



STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

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

AFFIANT

Notary Public State of Florida At Large

Printed Name of Notary

My commission expires: _____

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

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

AFFIANT

Notary Public State of Florida At Large

Printed Name of Notary

My commission expires: _____

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

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

AFFIANT

Notary Public State of Florida At Large

Printed Name of Notary

My commission expires: _____



BUSINESS RELATIONSHIP AFFIDAVIT*

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

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

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

The nature of the Business Relationship is as follows:

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

WITNESS MY HAND THIS _____ 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 10TH DAY OF SEPTEMBER, 2002, 2012.

REPRESENTATIVE: (Listed on Business Relationship Affidavit)

By: [Signature] (Signature)

By: _____ (Signature)

Name: DANIEL C. FORAN JR (Print)

Name: _____ (Print)

Title: VICE PRESIDENT (Print)
FORAN LEANV SKILES

Title: _____ (Print)

By: _____ (Signature)

By: _____ (Signature)

Name: _____ (Print)

Name: _____ (Print)

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.

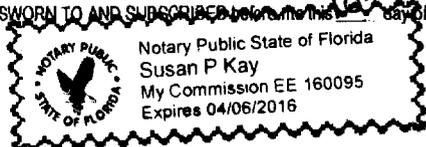
NOTARIZATION PROVISION

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

Before me, the undersigned authority, personally appeared Daniel C. Fern 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 14th day of SEPT., 2007



[Signature]
Notary Public State of Florida At Large
SUSAN P. KAY
Printed Name of Notary
My commission expires: 04-06-2016

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

AFFIANT

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

Notary Public State of Florida At Large

Printed Name of Notary

My commission expires: _____

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

AFFIANT

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

Notary Public State of Florida At Large

Printed Name of Notary

My commission expires: _____

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

AFFIANT

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

Notary Public State of Florida At Large

Printed Name of Notary

My commission expires: _____



BUSINESS RELATIONSHIP AFFIDAVIT*

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

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

_____ (List name of Commissioner or Advisory Board Member) who serves on the
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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 _____ 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 13th DAY OF Sept., 2012

REPRESENTATIVE: (Listed on Business Relationship Affidavit)

By: Richard B. Juans (Signature)
Name: Richard B. Juans (Print)
Title: PARTNER (Print)

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

By: [Signature] (Signature)
Name: DAVID SNEAR (Print)
Title: PARTNER (Print)
ARNSTEIN & LEHR

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

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

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

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

NOTARIZATION PROVISION

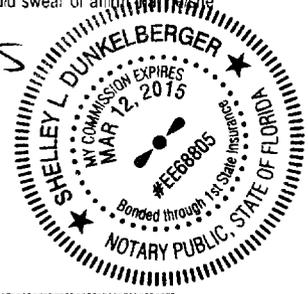
STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

Before me, the undersigned authority, personally appeared Richard B. Juwos 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. Juwos
AFFIANT

SWORN TO AND SUBSCRIBED before me this 13 day of Sept, 2012

[Signature]
Notary Public State of Florida At Large
Printed Name of Notary Shelley Dunkelberger
My commission expires: 3-12-15



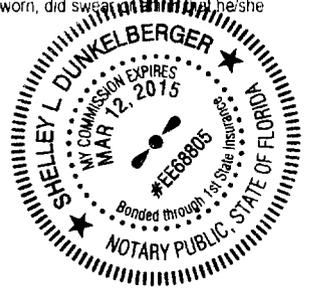
STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

Before me, the undersigned authority, personally appeared David Shean 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 13 day of Sept, 2012

[Signature]
Notary Public State of Florida At Large
Printed Name of Notary Shelley Dunkelberger
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: _____



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:

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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 11 DAY OF SEPT 2012

APPLICANT

By: [Signature] (Signature)
 Name: STAVI COHEN (Print)
 Title: ARCHITECT AIA (Print)

WITNESS MY HAND THIS 11 DAY OF SEPT 2012

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 SEPT, 2012

REPRESENTATIVE: (Listed on Business Relationship Affidavit)

By: [Signature] (Signature)

Name: STUART COHEN AIA (Print)

Title: ARCHITECT (Print)

By: [Signature] (Signature)

Name: ANDREW FRIEDMAN (Print)

Title: ARCHITECT (Print)

By: [Signature] (Signature)

Name: SONDY PRACEMAN (Print)

Title: ARCHITECT (Print)

By: GUILHERMO ENCINOSA (Signature)

Title: [Signature] (Print)

Title: ARCHITECT (Print)

By: _____ (Signature)

Title: _____ (Print)

Title: _____ (Print)

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

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NOTARIZATION PROVISION

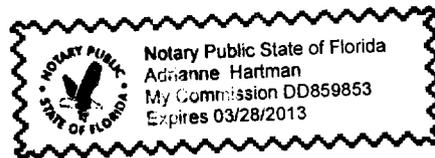
STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

AFFIANT

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

[Signature]
Notary Public State of Florida At Large
Printed Name of Notary
My commission expires: 03/28/2013



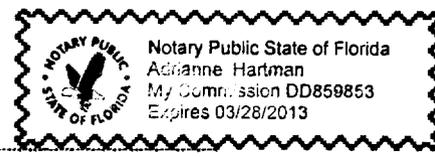
STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

AFFIANT

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

[Signature]
Notary Public State of Florida At Large
Printed Name of Notary
My commission expires: 03/28/2013



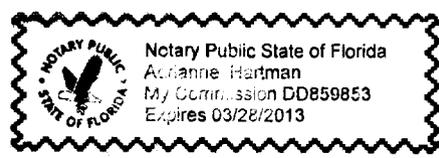
STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

AFFIANT

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

[Signature]
Notary Public State of Florida At Large
Printed Name of Notary
My commission expires: 03/28/2013



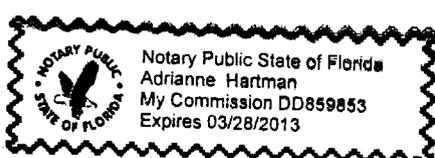
STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

Before me, the undersigned authority, personally appeared GUILLENDO EXCINOSA 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 Sept, 2012

[Signature]
Notary Public State of Florida At Large
Printed Name of Notary
My commission expires: 03/28/2013





BUSINESS RELATIONSHIP AFFIDAVIT*

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

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

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

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

The nature of the Business Relationship is as follows:

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

WITNESS MY HAND THIS 31 DAY OF July, 2002

APPLICANT:

By: [Signature] (Signature)
Name: Adriana Hartman (Print)
Title: Development Consultant (Print)

WITNESS MY HAND THIS 31 DAY OF July, 2002

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 31 DAY OF July, 2002

REPRESENTATIVE: (Listed on Business Relationship Affidavit)

By: [Signature] (Signature)

Name: ALEXIANNE HARTMAN (Print)

Title: CONSULTING (Print)
RESTRICTOR

By: _____ (Signature)

Name: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

Name: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

Name: _____ (Print)

Title: _____ (Print)

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Title: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

Title: _____ (Print)

Title: _____ (Print)

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

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

NOTARIZATION PROVISION

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

Before me, the undersigned authority, personally appeared Delilah Phelan 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.

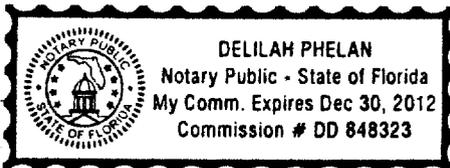
Delilah Phelan
AFFIANT

SWORN TO AND SUBSCRIBED before me this 3 day of July, 2007

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 _____, 200__

Notary Public State of Florida At Large

Printed Name of Notary

My commission expires: _____

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

AFFIANT

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

Notary Public State of Florida At Large

Printed Name of Notary

My commission expires: _____

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

AFFIANT

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

Notary Public State of Florida At Large

Printed Name of Notary

My commission expires: _____

RESOLUTION NO. 2012- _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, GRANTING CONDITIONAL USE APPROVAL TO PERMIT AN ELEVEN STORY OR 135 FOOT HIGH RESIDENTIAL BUILDING IN THE MULTIFAMILY MEDIUM DENSITY RESIDENTIAL (RMF3B) ZONING DISTRICT FOR PROPERTY LOCATED AT 3250 NE 188 STREET; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the property described herein is zoned RMF3B, Multi-Family Medium Density Residential District, and

WHEREAS, in accordance with Section 31-143(g)(9)(a) of the Code of Ordinances ("Code"), the applicant, PMG Aventura LLC, through Application No. 02-CU-12, has requested conditional use approval to permit an eleven story or 135 foot high residential building with 190 units in the Multi-Family Medium Density Residential (RMF3B) District; and

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

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

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

Section 1. Application No. 02-CU-12, for conditional use approval to permit an eleven story or 135 foot high residential building with 190 units in the Multi-Family Medium Density Residential (RMF3B) District on property located at 3250 NE 188 Street and legally described as Tracts A and B, Magnum Marine Plat, as recorded in Plat Book 147 at Page 12 of the Public Records of Miami-Dade County, City of Aventura, is hereby granted, subject to the conditions in Section 2.

Section 2. The approval granted in Section 1. above shall be subject to the following conditions:

1. Development shall substantially comply with the plans submitted and listed as follows:
 - “PMG Aventura LLC”, Cover Sheet, Sheet A.0, prepared by Cohen Freedman Encinosa, Architects PA, dated 09/04/12.
 - Boundary and Topographic Survey, Tract A, Magnum Marine Plat, Sheet 1 of 1, prepared by Fortin Leavy Skiles Inc., dated 5/2/12.
 - “PMG Aventura LLC”, Aerial, prepared by Cohen Freedman Encinosa Architects PA, dated 8/3/12.
 - “PMG Aventura LLC”, Lobby Level Plan, Sheet A.1, prepared by Cohen Freedman Encinosa Architects PA, dated 09/4/12.
 - “PMG Aventura LLC”, Garage Level Plan, Sheet A.2, prepared by Cohen Freedman Encinosa Architects PA, dated 09/4/12.
 - “PMG Aventura LLC”, Typical Level Plan, Sheet A.3, prepared by Cohen Freedman Encinosa Architects PA, dated 09/4/12.
 - “PMG Aventura LLC”, Roof Level Plan, Sheet A.4, prepared by Cohen Freedman Encinosa Architects PA, dated 09/4/12.
 - “PMG Aventura LLC”, Building Section and Typical Unit Plan, Sheet A.5, prepared by Cohen Freedman Encinosa Architects PA, dated 09/4/12.
 - “PMG Aventura LLC”, Elevations, Sheet A.6, prepared by Cohen Freedman Encinosa Architects PA, dated 09/4/12.

- “PMG Aventura LLC”, Elevations, Sheet A.7, prepared by Cohen Freedman Encinosa Architects PA, dated 09/4/12.
 - “PMG Aventura LLC”, Color Elevations, Sheet A.8, prepared by Cohen Freedman Encinosa Architects PA, dated 09/4/12.
 - “PMG Aventura LLC”, Color Elevations, Sheet A.9, prepared by Cohen Freedman Encinosa Architects PA, dated 09/4/12.
 - “PMG Aventura LLC”, Context Study, Sheet A.10, prepared by Cohen Freedman Encinosa Architects PA, dated 09/4/12.
 - “PMG Aventura LLC”, Location Plan and Notes, Sheet C.1, prepared by CES, dated 08/03/12.
 - “PMG Aventura LLC”, Site Layout Plan, Sheet C.2, prepared by CES, dated 08/03/12.
 - “PMG Aventura LLC”, Site Utility Plan, Sheet C.3, prepared by CES, dated 08/03/12.
 - “PMG Aventura LLC”, Garage Level Planting Plan, prepared by EGS2 Landscape Architecture, Sheet L.1, dated 09/14/12.
 - “PMG Aventura LLC”, Lobby Level Planting Plan, prepared by EGS2 Landscape Architecture, Sheet L.2, dated 09/14/12.
 - “PMG Aventura LLC”, Plant List, prepared by EGS2 Landscape Architecture, Sheet L.3, dated 09/14/12.
 - “PMG Aventura LLC”, Off-Site Planting Plan, prepared by EGS2 Landscape Architecture, Sheet L.4, dated 09/14/12.
 - “PMG Aventura LLC”, Ground Level Tree Disposition Plan, prepared by EGS2 Landscape Architecture, Sheet L.5, dated 09/14/12.
 - “PMG Aventura LLC”, Garage Level Lighting Plan, prepared by EGS2 Landscape Architecture, Sheet L.6, dated 09/14/12.
 - “PMG Aventura LLC”, Lobby Level Lighting Plan, prepared by EGS2 Landscape Architecture, Sheet L.7, dated 09/14/12.
 - “PMG Aventura LLC”, Ground Level Lighting Plan, prepared by EGS2 Landscape Architecture, Sheet L.8, dated 09/14/12.
 - “PMG Aventura LLC”, Public Promenade Overall Plan, prepared by EGS2 Landscape Architecture, Sheet L.9, dated 09/14/12.
2. In accordance with Section 31-73(e)(2) of the Code, building permits shall be obtained within twelve (12) months of the date of this conditional use approval, failing which this approval shall be null and void unless extended by motion or resolution of the City Commission.

3. In accordance with Section 31-73(e)(3) of the Code, any discontinuation of an approved conditional use for a period of 180 consecutive days shall constitute abandonment and shall rescind the approval of the conditional use.
4. Prior to issuance of a building permit for this development, the applicant shall provide to the City:
 - (i) Dedication to the City for educational, recreational or cultural municipal purposes, that parcel of land measuring 1.50 acres in size at the westerly limit of its property, shown as "Park Parcel" on the Boundary Survey dated 5/2/12 prepared by Fortin Leavy Skiles Inc., in a form acceptable to the City Manager and City Attorney and filed at the applicant's expense in the public records of Miami-Dade County.
 - (ii) A Declaration of Restrictive Covenants in Lieu of Unity of Title for the remainder parcel, in form acceptable to the City Manager and the City Attorney and filed at the applicant's expense in the public records of Miami-Dade County.
 - (iii) Payment of the sum of \$328,506.00 being the proportionate share for this property of the City's 2005 NE 188 Street road construction costs.
 - (iv) A copy of the recorded deed from the State to the applicant for the land lying easterly of its current property limit to the water's edge of Dumfoundling Bay, upon which the applicant shall construct the linkage of the pedestrian promenade as shown in the Landscape Plan L-9 listed in Section 2, 1. of this resolution.
 - (v) Evidence of Shoreline Review approval from Miami-Dade Shoreline Review Committee.
 - (vi) Evidence of approval from the City's Traffic Engineering Consultant that the proposed security gate to the subgrade parking garage at the westerly site entrance provides a vehicle processing time of 10 seconds or less.
5. Prior to issuance of a Temporary or a Permanent Certificate of Occupancy, the applicant shall provide to the City:

(i) An easement dedicating the pedestrian promenade to the City, in form satisfactory to the City Manager and City Attorney and filed at the applicant's expense in the public records of Miami-Dade County. The easement document shall provide for perpetual public access to and use of the promenade and shall also provide for continued maintenance and repair of the promenade by the applicant or its successors in title.

(ii) A restrictive covenant prohibiting enclosure of the rooftop terrace, in form satisfactory to the City Manager and City Attorney and filed at the applicant's expense in the public records of Miami-Dade County.

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

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

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

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

PASSED AND ADOPTED this 2nd day of October, 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 October, 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: August 15, 2012

SUBJECT: Application to Amend Section 31-145 (b) of the Land Development Regulations to allow a Lifestyle Center as a permitted use in the Town Center (TC1) District
(04-LDR-12)

September 4, 2012
September 4, 2012
October 2, 2012

Local Planning Agency Agenda Item 4A
City Commission Meeting Agenda Item 7A
City Commission Meeting Agenda Item 8A

RECOMMENDATION

It is recommended that the City Commission approve the request for an amendment to Section 31-145 (b), "Town Center (TC1) District" of the Land Development Regulations to add "Lifestyle Center" as a permitted use in the district, to delete certain existing permitted uses, to add prohibited uses in a lifestyle center and to provide design guidelines for a Lifestyle Center.

THE REQUEST

The applicant, Aventura Fashion Island, LP, has made a Public Hearing Application for Amendment to the Text of the Land Development Regulations to request the addition of "Lifestyle Center" as a permitted use in the Town Center (TC1) zoning district. The applicant is the owner of the property known as the "Loehmann's Fashion Island" retail plaza at 2711 NE 187 Street, City of Aventura. (See Exhibit #1 for Letter of Intent)

DESCRIPTION OF THE PROPOSED AMENDMENT

The amendments proposed to Section 31-145 (b) of the Land Development Regulations include the following additions in underlined text and the following deletions in strike-through text:

Section 31-145. Town Center Zoning Districts.

* * *

(a) *Purpose.* The purpose and intent of these districts is to provide suitable sites for the development of ~~structures combining~~ residential and commercial uses in a well planned and compatible manner. The uses within these districts shall be consistent with, but may be more restrictive than, the corresponding Town Center Land Use category permitted uses. Residential densities shall not exceed 25 units per gross acre and nonresidential densities shall not exceed a floor area ratio of 2.0.

(b) *Town Center District (TC1).* The following regulations shall apply to all TC1 Districts:

(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, provided the requirements set forth elsewhere in this section are satisfied:

a. Mixed-use structures. For the purposes of this subsection, mixed-use buildings or structures are those combining residential dwelling units conforming generally with the intent of the RMF3, Multi-Family Medium Density Residential District, with office and/or retail commercial uses allowed in the B1, Neighborhood Business District, where the ratio of total square feet dedicated to residential and non-residential uses is between 3:1 and 1:3.

b. ~~Bookstores up to 25,000 square feet. There shall be no more than one (1) bookstore per shopping center.~~

c. ~~Dancing, theater, art, language arts or tutoring academies limited to 5,000 square feet or less.~~

d. ~~Department stores limited to 50,000 square feet. There shall be no more than one (1) department store per shopping center.~~

e. ~~Dog/pet hospitals with a limitation of 2,500 square feet.~~

f. ~~Furniture stores limited to 10,000 square feet. There shall be no more than two (2) furniture stores per shopping center.~~

g. ~~Grocery stores limited to 50,000 square feet. There shall be no more than one (1) grocery store per shopping center.~~

~~h. Health and exercise clubs limited to 10,000 square feet. There shall be no more than one (1) health and exercise club per shopping center.~~

~~i. Martial arts, dance or exercise studios with a limitation of 2,500 square feet.~~

~~j. Pet shops with a limitation of 5,000 square feet.~~

b. Lifestyle Center. For the purposes of this section, a lifestyle center is a retail-oriented center of superior design quality that serves the retail needs and lifestyle pursuits of consumers in the area. Lifestyle centers shall have an open air configuration and shall include a mix of large, medium and small tenant spaces with at least one, but no more than three, anchor tenants of at least 30,000 square feet of floor area each. A lifestyle center may include restaurants, family-oriented entertainment, apparel stores and other permitted uses in the B1, Neighborhood Business District, without the size limitations of that district, and may also include permitted uses in the B2, Community Business District, except those B2 uses specifically prohibited for a lifestyle center pursuant to Section 31-145(b)(4)g. Lifestyle centers shall include other elements that define their role as a multi-purpose, leisure-oriented, family-friendly destination such as water features, gathering areas, street furniture and well-developed landscaping within and along entrances, pedestrian areas and pathways, all of which are intended to create a town center atmosphere. A lifestyle center shall be within one-half (1/2) mile of a residential property, but no residential uses shall be included in the lifestyle center itself. A lifestyle center shall encourage multi-modal access by incorporating a mass transit stop, convenient pedestrian crosswalks and bike racks.

* * *

(3) *Conditional Uses.* The following uses may be established if first approved as a conditional use:

- a. Those uses permitted in the RMF3 District, except that residential uses may not be established in a lifestyle center.
- b. Indoor commercial recreation uses including, but not limited to: theatre, bowling center, miniature golf or skating rink.
- c. Wine bars with food service.

* * *

(4) *Uses prohibited.* Except as specifically permitted in this subsection (b), the following uses are expressly prohibited as either principal or accessory uses:

- a. Any use not specifically permitted.
- b. Adult entertainment establishments.
- c. Sale of goods to other than the ultimate consumer.
- d. Sales, purchases, display or storage of used merchandise other than antiques and jewelry.
- e. Sale of fruit or merchandise from trucks, wagons or other vehicles parked on or along public or private streets or from open stands or vacant lots. Such business on private or public property shall be conducted only from within approved permanent substantial buildings.

f. Any drive-through service facility, except a drive-through service facility may be permitted for outparcel buildings in a lifestyle center.

g. The following B2, Community Business District, permitted uses are prohibited in a lifestyle center:

Auditoriums; Automobile new parts and equipment, sales only; bait and tackle shops; billiard rooms and pool rooms; dry cleaning establishments where dry cleaning is performed on site; lawn mowers, retail, sales and service; mortuaries or funeral homes; motorcycle sales and repair; liquor package stores; bars and lounges that are not part of a restaurant; night clubs; office parks; automatic and hand car washes; and hotels, motels and time share units.

i. Residential uses in a lifestyle center.

* * *

(5) *Site development standards.*

* * *

h. Required open space. A minimum of 35 percent of the total lot area of the site shall be provided as common open space available for use by all residents or consumers; of this common open space a minimum of one-half shall be unencumbered with any structure (except for play equipment for children and associated mounting, fencing and furniture) and shall be landscaped with grass and vegetation approved in a landscape plan. The remaining one-half may be used for recreational facilities, amenities, pedestrian walks, entrance landscaping and features (not including gatehouses and associated vehicle waiting areas), or maintenance facilities.

(6) *Accessibility for Mixed-Use Structures.* All residential units shall be accessible to the outside via a direct exit or an entry lobby that does not require residents to pass through a leasable commercial space.

(7) *Allocation of interior space for Mixed-Use Structures.* Retail stores, personal services, banks and financial services, indoor commercial recreation uses, restaurants and coffee houses, schools, nursery schools and child care centers are allowed only on the ground floor of mixed-use buildings. Offices and medical offices are allowed only on the ground and second floors. Residential uses are allowed only on the second or higher floors.

* * *

(9) *Performance Standards.* Any structure parking serving the primary use on the site shall be incorporated into the building envelope and shall be compatibly designed. Structured parking in a lifestyle center is exempted from the foregoing standard. Such parking structure shall comply with all minimum setback and buffer yard requirements. Parking structure ceiling heights shall be seven feet six inches except where greater heights may be required by other regulatory agencies. Pipes, ducts and mechanical equipment installed below the ceiling shall not be lower than seven feet zero inches above finished floor.

(10) *Design Standards.* All mixed use development in the TC1 Zoning District shall substantially comply with the applicable "Town Center Design Guidelines" as provided by the City Manager. All lifestyle center development in the TC1 Zoning District shall substantially comply with the "Lifestyle Center in Town Center District Design Guidelines dated July, 2012" provided by the City Manager.

ANALYSIS

The Town Center (TC1) zoning district currently permits mixed use structures combining residential and non-residential uses. There was a Master Plan for the Town Center on the Loehmann's Plaza site approved by the City Commission in October of 2002 that conformed to this permitted use. Phase I, the Venture residential building, was constructed. Due to the economic downturn after that time, the balance of the plan, which included office, residential and retail uses, was not built.

The lands within the Town Center zoning district have an underlying future land use of Town Center, according to the Future Land Use Map in the City's Comprehensive Plan. The Town Center future land use category encourages hubs for future urban development intended to serve the City's existing and future residents and businesses with design-unified development providing direct accessibility by mass transit service and high quality urban design. It provides for a design that encourages convenient, internal pedestrian circulation and is intended to create identifiable centers of activity with a distinctive sense of place. The proposed lifestyle center use is compatible with this future land use language.

There are five properties within the TC1 zoning district. Those are: the Loehmann's Fashion Island retail plaza, the Harbour Centre office building, the Northern Trust Bank building, the Concord Plaza retail center and the Concorde Center II office building.

The Town Center zoning district purpose language is ...”to provide suitable sites for the development of structures combining residential and commercial uses in a well-planned and compatible manner”... It does, however, allow residential-only or commercial-only development as a conditional use. The owner of the Loehmann’s plaza property is requesting that a commercial-only development be allowed in the district as a new permitted use to provide certainty for leasing, which will then facilitate redevelopment and improvements. The district’s purpose language is proposed to be revised to be consistent with the proposed new lifestyle center use, that is; to clarify that structures in this zoning category are not required to have a combination of residential and commercial uses.

The owner has advised that current economic market conditions and changes in development trends have not allowed it to go forward with the Master Plan approved in 2002. The owner further advises that the existing limitations on the commercial uses in the district, specifically, the size limitations of the B1 zone, have caused prospective tenants to look elsewhere, leaving its tenant spaces vacant. It is requesting an amendment to the text of the TC1 zoning district to allow retail uses similar to the B1, Neighborhood Business District uses, without the size limitations in floor area, and some neighborhood compatible uses in the B2 district, within a retail center of superior design quality that will cater to the lifestyle pursuits of our residents and that will be designed to create a family-friendly, pedestrian-oriented town center, with no residential component. This will eliminate the opportunity for additional residential units. The owner is also requesting other changes to the TC1 zone, which are: that the permitted uses added in the 2002 amendment be deleted; that a drive-through facility be permitted for an outparcel building in a lifestyle center, where currently prohibited in the TC1 zone, and that any structure parking not be required to be incorporated into the building envelope.

The existing site development criteria of the TC1 zoning district will apply to this proposed use, that is:

- Minimum lot size of 16,000 square feet;
- Minimum lot width of 100 feet;
- Maximum lot coverage of 45%;
- Maximum height of 4 stories or 50 feet;
- Front setback of 25 feet;
- Street side yard setback of 20 feet;
- Rear street yard setback of 20 feet;
- Minimum open space of 35%, where ½ of that space is grass and landscaping and the other ½ is recreational facilities, pedestrian walks, entrance landscaping

Staff is recommending addition of the attached Design Guidelines to be applied to a Lifestyle Center to ensure that upgrades to the façade and improvements to the overall site are required as part of a lifestyle center use. The design guidelines include provision of well landscaped entrances, pedestrian-oriented plazas and walkways, site sidewalks connecting to public sidewalks, water features that are designed as family-friendly gathering areas, a transit stop, installation of bike racks, shade trees, street furniture, and

requires architectural design that enhances the pedestrian experience and creates a sense of place.

The applicant has requested one change to the Design Guidelines presented at the City Commission workshop meeting. The guidelines provided that no outdoor music is permitted so as not to disturb adjacent residential uses. This has been revised to read that no outdoor music is allowed, except as permitted by Special Event Permit approved by the City Manager pursuant to City Code Section 30-34. This change will provide that an outdoor music event at a lifestyle center may be allowed under approved Special Event Permit.

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

1. *The proposed amendment is legally required.*

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

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

The proposed amendment is consistent with the goals and objectives of the Comprehensive Plan. The future land use designation for properties zoned Town Center (TC1) District is Town Center. The intent of the Town Center land use designation is described in the Future Land Use Element of the City's Comprehensive Plan. This category encourages hubs for future urban development intended to serve the City's existing and future residents and businesses with design-unified development providing direct accessibility by mass transit service and high quality urban design. It provides for a design that encourages convenient, internal pedestrian circulation and to create identifiable centers of activity with a distinctive sense of place. The proposed lifestyle center use regulations are compatible with this future land use language.

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

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

the site development standards of the district will aid in the harmonious, orderly and progressive redevelopment of the City.

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

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

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

The proposed amendment improves the administration or execution of the development process in that it provides for a process by which to approve development or redevelopment of a lifestyle center in the Town Center zoning district.



BERCOW RADELL & FERNANDEZ
ZONING, LAND USE AND ENVIRONMENTAL LAW

DIRECT LINE: 305-377-6238
E-MAIL: mmarrero@brzoninglaw.com

VIA FACSIMILE AND E-MAIL

August 10, 2012

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

Re: Land Development Code Amendment Permitting Lifestyle Centers in TC1

Dear Joanne:

This law firm represents Aventura Fashion Island, LP and Turnberry Associates, Inc. (the "Applicant"), with regard to an application to amend the City of Aventura Land Development Code to permit additional uses in the Town Center (TC1) Zoning District.

The Applicant acquired the area designated Town Center and zoned TC1, in 2006 with plans of redeveloping the existing Loehmann's Plaza. Then, the TC1 zoning district only permitted B1 commercial uses within the center. It had always been the Applicant's intention to work with the City to expand the permitted uses, while still maintaining the Town Center's character. In 2010, the Applicant proposed a limited code amendment to permit a slight expansion of the permitted uses in TC1. The amendment, which was approved by the City Commission, permitted certain uses (including book stores, pet shops dancing and theater academies and furniture stores) at higher square footages than were otherwise permitted in TC1. Unfortunately, these specific changes were never utilized by potential tenants, and the Applicant is now proposing a more global change that will permit a Lifestyle Center at Loehmann's Plaza.

Presently, the Applicant has been working with staff to craft an ordinance that will help revive the center, in addition to being consistent with the objectives of the Town Center. Ultimately, the Lifestyle Center concept arose as something that would achieve the retail commercial goals of the center, while still upholding many of the elements that make a town center unique, including pedestrian walkways, street furniture, water features and gathering areas.

Section 33-77(g) of the City Code provides standards that staff and the City Commission shall consider when reviewing proposed amendments to the text of the City's Land Development Regulations (the "LDRs"). The Applicant's request addresses each of the standards as follows:

(1) The proposed amendment is legally required.

In order for the Town Center to improve as envisioned, the proposed amendment to the LDRs must be approved and is thus required.

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

The proposed changes are consistent with the goals and objectives of the Comprehensive Plan, specifically the Town Center designation.

(3) The proposed amendment is consistent with the authority and purpose of the LDR.

The proposed amendment is consistent with the authority and purpose of the LDRs, as described in Section 31-2 of the City Code.

(4) The proposed amendment furthers the orderly development of the City.

The proposed amendment certainly furthers the orderly development of the City. Currently, the Town Center faces additional issues with tenancies because of the existing limits to permitted uses there. The approval of this proposed amendment will allow for additional appropriate uses that will assist the development of the center, prominently located on Biscayne Boulevard and 187th Street.

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

Ms. Joanne Carr
August 10, 2012
Page 3

Since the uses being proposed are consistent with the goals and objectives of the Town Center, the approval of the amendment will improve the administration or execution of the development process. Otherwise, each specific tenancy request would require a variance or conditional use approval, or simply be denied. The delays caused by such approvals would cause additional strain on the administration of the Town Center, and would require a significant increase in public hearing requests.

For all the foregoing reasons, the applicant respectfully requests your department's favorable review and recommendation of this application. Should you have any questions, comments, or require additional information, please do not hesitate to phone my direct line at (305) 377-6238.

Sincerely yours,

A handwritten signature in black ink, appearing to read 'MJM', with a long horizontal stroke extending to the right.

Michael J. Marrero



City of Aventura

Lifestyle Center in Town Center District

Design Guidelines

July, 2012

I. Site Concepts

A. The Lifestyle Center Concept

The objective is to create a retail-oriented center of superior design quality that caters to the retail needs and lifestyle pursuits of consumers in the area. The center shall have an open air configuration and include a mix of large, medium and small tenant spaces with at least one, but no more than three, anchor tenants of 30,000 square feet or more of floor area each. A lifestyle center includes restaurants, family-oriented entertainment, apparel stores and other permitted uses in the B1, Neighborhood Business District without the size limitations and also includes neighborhood-compatible permitted uses in the B2, Community Business District. Lifestyle centers have other elements that define their role as a multi-purpose, leisure-oriented, family-friendly destination such as water features, gathering areas, street furniture and well developed landscaping within and along entrances, pedestrian areas and pathways, all of which are all intended to create a town center atmosphere. The center is to be located within ½ mile of residential developments, but no residential uses are included in a lifestyle center itself. The center encourages multi-modal access by incorporating a mass transit stop, convenient pedestrian crosswalks and bike racks. In order to achieve such attributes, the following special site planning and building orientation principles shall be incorporated into the design of a lifestyle center.

- Well-landscaped entrances, pedestrian-oriented plazas and walkways.
- Site sidewalks and crosswalks connecting to the public sidewalks.
- Water features that are designed as family-friendly gathering areas.
- Bike racks located in areas that are convenient and near building entrances or other highly visible areas which are self-policing.
- A transit stop at an appropriate location with sheltered comfortable waiting areas and seating.
- Shade trees to provide additional climate protection and contribute to an attractive pedestrian environment as approved by the City.
- Street furniture consisting of benches, trash collection receptacles, lighting and play equipment as approved by the City.

B. Tenant Mix

A lifestyle center shall have a mix of large, medium and small tenant spaces with one, but no more than three, anchor tenants of 30,000 square feet or more of floor area each.

C. Entrance Features

The entrances to a lifestyle center are to reflect the upscale nature of the center with well-defined entry and exit drives, pedestrian access with abundant landscaping and other decorative features defining the overall design of the center.

D. "Outdoor Rooms"

An "outdoor room" is to be created along the main pedestrian walkways and plazas. This is the place where pedestrians will tend to collect and engage in the activities of standing, waiting, talking and eating. The plazas should include a water feature and integrate amenities such as outdoor seating, shade trees and public art and will require adjacent storefronts that look out on and open into the walkways and plazas. Special attention will be given to the walkways and plazas to create a pleasant, human-scaled environment that is appropriate to adjoining uses.

E. Pedestrian Areas

It is important to pay attention to pedestrian areas by providing a minimum walkway width of 10' in the interior walkways between the stores that is kept free and clear for pedestrian traffic, with the exception of restaurant uses, where minimum walkway areas can be reduced to accommodate outdoor dining areas. Walkways, crosswalks and plaza areas should be made of a decorative paving treatment that provides a comfortable walking surface that is vibration free.

Site sidewalks and crosswalks shall be provided for safe pedestrian connection to the center from the public sidewalks.

F. Climate/Solar Orientation

Due to the strong sun of Southern Florida, solar orientation should play an important role in determining the built form of shopfronts. All elevations should incorporate devices to aid in sun control and provide outdoor shaded areas (i.e. awnings, screening canopies, arcades or recesses). Overhead landscape canopies can serve to filter sunlight and reduce glare, making pedestrian activity more pleasant, and are encouraged.

II. Building Design Concepts

A. Overall Design Intent and Themes

Aventura is the City of Excellence. The architectural character of a lifestyle center should evoke the image of Florida. Unique, individual storefront facades are encouraged to provide a differing aesthetic for each store rather than a unified common storefront to allow for design creativity and individual expression, but when combined contribute to a coherent overall sense of place. Architecture should enhance the pedestrian experience by providing human-scaled details and amenities.

Other design elements that break down scale and provide a high quality pedestrian environment are encouraged, including canopies, building mounted lights, planters, trellises, special tile work, niches with small fountains. The goal is to create an interesting environment of light, shade, color and texture

Clear glass is required in all retail storefronts; smoked, reflective, or black glass is prohibited.

The color palette should take cues from the surrounding buildings in Aventura, integrating the classic base colors including but not limited to warm earth tones.

Roses, pinks, plums, blues and violets should generally be avoided, although vibrant accents may be used in limited quantities at appropriate locations. Accents are to be of high quality materials and are used to promote a vibrant street life in a manner compatible with the lifestyle nature of the center.

Where large amounts of mass are required, the mass should be broken down by changes in plane, reveals or decorative details.

B. Integration of Signage/Lighting/Artwork

Signage and environmental graphics should be conceived as an integral part of the buildings architectural design. A unified signage package shall be prepared and presented to the City as an application for Multi-Tenant Center Sign Approval.

C. Screening of Mechanical Units and Service Areas

All mechanical units shall be screened from public view, preferably with cohesive design elements that contribute to the overall design intent.

All rooftop mechanical units shall be screened from the public right of way and from the view of adjacent developments, as required by Section 31-233 of the City Code.

Service areas shall be screened, gated and be as unobtrusive as possible.

III. Lighting

Lighting sources and fixture types should be carefully selected in order to create a variety of ambient, decorative and accent illumination.

Site lighting shall conform to the requirements of Section 31-234 "Outdoor Lighting Standards" of the Land Development Regulations.

Lighting shall be located, screened or shielded so that adjacent structures and the right of way are not directly illuminated.

A site lighting plan shall be submitted as part of the Site Plan Approval application.

IV. Outdoor Seating Areas for Restaurants/Cafes

Outdoor seating areas shall be designed in a manner to allow appropriate pedestrian circulation on adjacent walkways.

No outdoor music shall be allowed, so as not to disturb adjacent residential uses, except as specifically approved by Special Event Permit pursuant to Section 30-34 of the City Code.



APPLICANT REPRESENTATIVE AFFIDAVIT

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

<i>Name</i>	<i>Relationship</i> (i.e. Attorneys, Architects, Landscape Architects, Engineers, Lobbyists, Etc.)
<u>Michael J. Marra</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 22 DAY OF August 2012

AUTHORIZED REPRESENTATIVE OF APPLICANT:

By: _____
(Signature)

Name: _____
(Print)

Title: _____

Address: _____

OWNER

By: _____
(Signature)

Name: Jacquelyn Soffer
(Print)

Title: _____

Address: 19950 W. Country Club Dr., 10th Fl
Aventura, FL 33180

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

Before me the undersigned authority personally appeared Jacquelyn Soffer 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 22 day of August 2012

AFFIANT _____
2012

Carol Abramson

Notary Public State of Florida At Large
 Printed Name of Notary Carol Abramson
 My commission expires: 4/14/2014





BUSINESS RELATIONSHIP AFFIDAVIT*

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

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

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

_____ (List name of Commissioner or Advisory Board Member) who serves on the _____ (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 22 DAY OF August, 2002

APPLICANT

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

WITNESS MY HAND THIS _____ DAY OF _____, 2002

PROPERTY OWNER

By _____ (Signature)
Name Jacquelyn Saffer (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 Jacquelyn Soffer 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 22 day of AUGUST, 2012



[Signature]
Notary Public State of Florida At Large
BRIDGET R. HIGGINS
Printed Name of Notary
My commission expires: 12-5-2012

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 22 DAY OF August, 2002

APPLICANT:

By: [Signature] (Signature)
 Name: Michael J. Mares (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 21 DAY OF August 2012

REPRESENTATIVE: (Listed on Business Relationship Affidavit)

By: [Signature] (Signature)

By: _____ (Signature)

Name: Michael J. Morris (Print)

Name: _____ (Print)

Title: Attorney (Print)

Title: _____ (Print)

By: _____ (Signature)

By: _____ (Signature)

Name: _____ (Print)

Name: _____ (Print)

Title: _____ (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.

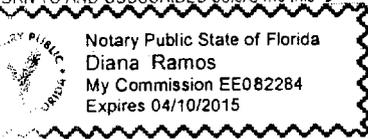
NOTARIZATION PROVISION

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

Before me, the undersigned authority, personally appeared Michael Mamero 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 22 day of August, 2002



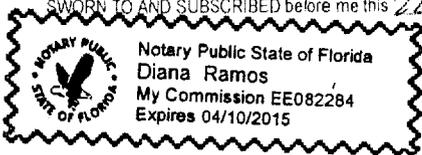
[Signature]
Notary Public State of Florida At Large
Diana Ramos
Printed Name of Notary
My commission expires: _____

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

Before me, the undersigned authority, personally appeared Michael Mamero 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 22 day of August, 2002



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

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

AFFIANT

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

Notary Public State of Florida At Large

Printed Name of Notary
My commission expires: _____

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

AFFIANT

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

Notary Public State of Florida At Large

Printed Name of Notary
My commission expires: _____

ORDINANCE NO. 2012-_____

AN ORDINANCE OF THE CITY OF AVENTURA, FLORIDA PERTAINING TO USES PERMITTED AND DEVELOPMENT CRITERIA FOR DEVELOPMENT IN THE TOWN CENTER (TC1) ZONING DISTRICT; AMENDING SECTION 31-145(B) "TOWN CENTER ZONING DISTRICTS" OF ARTICLE VII "USE REGULATIONS" OF CHAPTER 31 "LAND DEVELOPMENT REGULATIONS" TO PERMIT A LIFESTYLE CENTER USE AS A PERMITTED USE IN THE TOWN CENTER (TC1) DISTRICT; PROVIDING FOR USE, DEVELOPMENT AND DESIGN STANDARDS FOR THE LIFESTYLE CENTER USE; PROVIDING FOR AMENDMENTS TO THE USES PERMITTED AND PROHIBITED WITHIN THE TOWN CENTER (TC1) ZONING DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Aventura ("City Commission") is desirous of amending Section 31-145(b) "Town Center Zoning Districts" of Chapter 31 "Land Development Regulations" of the Code of Ordinances ("City Code") to allow a retail-oriented center consisting of a mix of large, medium and small tenant spaces, known as a lifestyle center, as a permitted use in the Town Center (TC1) zoning district; and

WHEREAS, the Town Center future land use category applicable to the Town Center (TC1) zoning district encourages hubs for future urban development intended to serve the City's existing and future residents and businesses with design-unified development providing direct accessibility by mass transit service, and high-quality urban design, and the City Commission finds that the inclusion of a "lifestyle center" within the TC1 zoning district is consistent with the applicable Town Center future land use category; 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 31-145(b) of Chapter 31 "Land Development Regulations," as set forth in this Ordinance; and

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

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

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

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

Section 2. City Code Amended. That Section 31-145 "Town Center Zoning Districts" of Article VII "Use Regulations" of Chapter 31 "Land Development Regulations" of the City Code is hereby amended to read as follows¹:

* * *

Section 31-145. Town Center Zoning Districts.

* * *

(a) *Purpose.* The purpose and intent of these districts is to provide suitable sites for the development of ~~structures combining~~ residential and commercial uses in a well planned and compatible manner. The uses within these districts shall be consistent with, but may be more restrictive than, the corresponding Town Center Land Use category permitted uses. Residential densities shall not exceed 25 units per gross acre and nonresidential densities shall not exceed a floor area ratio of 2.0.

(b) *Town Center District (TC1).* The following regulations shall apply to all TC1 Districts:

(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, provided the requirements set forth elsewhere in this section are satisfied:

- a. Mixed-use structures. For the purposes of this subsection, mixed-use buildings or structures are those combining residential dwelling units conforming generally with the intent of the RMF3, Multi-Family Medium Density Residential District, with office and/or retail commercial uses allowed in the B1, Neighborhood Business District, where the ratio of total

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

square feet dedicated to residential and non-residential uses is between 3:1 and 1:3.

~~b. Bookstores up to 25,000 square feet. There shall be no more than one (1) bookstore per shopping center.~~

~~c. Dancing, theater, art, language arts or tutoring academies limited to 5,000 square feet or less.~~

~~d. Department stores limited to 50,000 square feet. There shall be no more than one (1) department store per shopping center.~~

~~e. Dog/pet hospitals with a limitation of 2,500 square feet.~~

~~f. Furniture stores limited to 10,000 square feet. There shall be no more than two (2) furniture stores per shopping center.~~

~~g. Grocery stores limited to 50,000 square feet. There shall be no more than one (1) grocery store per shopping center.~~

~~h. Health and exercise clubs limited to 10,000 square feet. There shall be no more than one (1) health and exercise club per shopping center.~~

~~i. Martial arts, dance or exercise studios with a limitation of 2,500 square feet.~~

~~j. Pet shops with a limitation of 5,000 square feet.~~

b. Lifestyle center. For purposes of this section, a lifestyle center is a retail-oriented center of superior design quality that serves the retail needs and lifestyle pursuits of consumers in the area. Lifestyle centers shall have an open air configuration and shall include a mix of large, medium and small tenant spaces with at least one, but no more than three, anchor tenants of at least 30,000 square feet of floor area each. A lifestyle center may include restaurants, family-oriented entertainment, apparel stores and other permitted uses in the B1, Neighborhood Business District, without the size limitations of that district, and may also include permitted uses in the B2, Community Business District, except those B2 uses specifically prohibited for a lifestyle center pursuant to Section 31-145(b)(4)g. Lifestyle centers shall include design elements that define their role as a multi-purpose, leisure-oriented, family-friendly destination such as water features, gathering areas, street furniture and well-developed landscaping within and along entrances, pedestrian areas and pathways, all of which

are intended to create a town center atmosphere. A lifestyle center shall be within one-half (1/2) mile of a residential property, but no residential uses shall be included in the lifestyle center itself. A lifestyle center shall encourage multi-modal access by incorporating a mass transit stop, convenient pedestrian crosswalks and bike racks.

* * *

(3) *Conditional Uses.* The following uses may be established if first approved as a conditional use:

- a. Those uses permitted in the RMF3 District, except that residential uses may not be established in a lifestyle center.
- b. Indoor commercial recreation uses including, but not limited to: theatre, bowling center, miniature golf or skating rink.
- c. Wine bars with food service.

* * *

(4) *Uses prohibited.* Except as specifically permitted in this subsection (b), the following uses are expressly prohibited as either principal or accessory uses:

- a. Any use not specifically permitted.
- b. Adult entertainment establishments.
- c. Sale of goods to other than the ultimate consumer.
- d. Sales, purchases, display or storage of used merchandise other than antiques and jewelry.
- e. Sale of fruit or merchandise from trucks, wagons or other vehicles parked on or along public or private streets or from open stands or vacant lots. Such business on private or public property shall be conducted only from within approved permanent substantial buildings.
- f. Any drive-through service facility, except a drive-through service facility may be permitted for outparcel buildings in a lifestyle center.
- g. The following B2, Community Business District, permitted uses are prohibited in a lifestyle center:

Auditoriums; Automobile new parts and equipment, sales only; bait and tackle shops; billiard rooms and pool rooms; dry cleaning establishments where dry cleaning is performed on site; lawn mowers, retail, sales and service; mortuaries or funeral homes;

motorcycle sales and repair; liquor package stores; bars and lounges that are not part of a restaurant; nightclubs; office parks; automatic and hand car washes; hotels, motels and time share units.

h. Residential uses in a lifestyle center.

* * *

(5) *Site development standards.*

* * *

h. Required open space. A minimum of 35 percent of the total lot area of the site shall be provided as common open space available for use by all residents or consumers; of this common open space a minimum of one-half shall be unencumbered with any structure (except for play equipment for children and associated mounting, fencing and furniture) and shall be landscaped with grass and vegetation approved in a landscape plan. The remaining one-half may be used for recreational facilities, amenities, pedestrian walks, entrance landscaping and features (not including gatehouses and associated vehicle waiting areas), or maintenance facilities.

(6) *Accessibility for Mixed-Use Structures.* All residential units shall be accessible to the outside via a direct exit or an entry lobby that does not require residents to pass through a leasable commercial space.

(7) *Allocation of interior space for Mixed-Use Structures.* Retail stores, personal services, banks and financial services, indoor commercial recreation uses, restaurants and coffee houses, schools, nursery schools and child care centers are allowed only on the ground floor of mixed-use buildings. Offices and medical offices are allowed only on the ground and second floors. Residential uses are allowed only on the second or higher floors.

* * *

(9) *Performance Standards.* Any structure parking serving the primary use on the site shall be incorporated into the building envelope and shall be compatibly designed. Structured parking in a lifestyle center is exempted from the foregoing standard. Such parking structure shall comply with all minimum setback and buffer yard requirements. Parking structure ceiling heights shall be seven feet six inches except where greater heights may be required by other regulatory agencies. Pipes, ducts and mechanical equipment installed below the ceiling shall not be lower than seven feet zero inches above finished floor.

(10) *Design Standards.* All mixed use development in the TC1 Zoning District shall substantially comply with the applicable "Town Center Design Guidelines" as provided by the City Manager. All lifestyle center development in the TC1 Zoning District shall

substantially comply with the "Lifestyle Center in Town Center District Design Guidelines" dated July, 2012, provided by the City Manager.

* * *

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

PASSED on first reading this 4th day of September, 2012.

PASSED AND ADOPTED on second reading this 2nd day of October, 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

COMMUNITY DEVELOPMENT DEPARTMENT

MEMORANDUM

TO: City Commission

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

BY: Joanne Carr, AICP
Community Development Director

DATE: August 15, 2012

SUBJECT: General Housekeeping Updates to the City Code
(02-LDR-12)

September 4, 2012
September 4, 2012
October 2, 2012

Local Planning Agency Agenda Item 4-B
City Commission Meeting Agenda Item 7-B
City Commission Meeting Agenda Item 8-B

RECOMMENDATION

It is recommended that the City Commission approve staff's request for updates to the Code of Ordinances ("City Code") detailed in this report and provided in the accompanying ordinance.

THE REQUEST

City staff is recommending general housekeeping updates to the City Code. These updates are recommended as a result of recent changes in legislation, and for consistency, clarification and for ease of use of the City Code by its readers. The specific proposals are as follows:

1. Building Code References

Section 14-31 of Chapter 14, "Buildings and Building Regulations", of the City Code states that "...the South Florida Building Code, as amended from time to time, is hereby adopted as the uniform building code for the City." The South Florida Building Code has been superseded by the Florida Building Code, consistent with Chapter 553, Florida Statutes, and as most recently updated in March of 2012. There are also references to the South Florida Building Code in other sections of the Code. Staff recommends that all references

in the City Code to the "South Florida Building Code" be updated to "Florida Building Code".

2. Opinion of Title

Section 31-78, "Subdivision Plat Approval" and Section 31-79, "Administrative Site Plan Review", refer to a requirement for an "ownership and encumbrance report", which describes the legal title for the property subject to the application. This language has caused confusion to developers in the past. Staff recommends that this language be updated to refer to the more commonly used reference, "opinion of title".

3. Flood Prevention Chapter Update for Consistency with LDR Language

Section 30-167 of the City Code contains provisions for flood hazard reduction. Subsection 30-167(b) contains specific standards for A-zone flood hazard areas. It provides that new construction or substantial improvement of any residential or non-residential building shall have the lowest floor elevated *no lower than the base flood elevation*. However, Section 31-232(7)(b)(1), "Subdivision Design Standards", of the Land Development Regulations, provides that the lowest floor elevation must be *no lower than one foot above base flood elevation or 18 inches above the highest point of the adjacent road crown elevation, whichever is higher*. Although existing Code provisions allow staff to enforce the stricter requirement provided in Section 31-232(7)(b)(1), staff recommends that both sections contain uniform language for consistency.

4. Revision of the Statutory Reference in Section 31-53, "Amendments to the Comprehensive Plan"

Subsection (4) of this section provides that public hearings shall be held in compliance with Section 163.3184(15), Florida Statutes, as amended. This section number was correct when first inserted on adoption of the Land Development Regulations in 1999; however, the state legislation section numbering has changed since that time and the reference should now be revised to Section 163.3184(11), Florida Statutes, to be consistent with the current statutory section numbering.

5. Phasing of Site Development

Section 31-79, "Administrative Site Plan Review", does not contain any provision for phased development. There have been several developments in the past that requested phasing of the site plan approval and conditions were added to their site development approvals to accommodate their requests. Staff recommends that language be added to

Section 31-79 to provide that phased site plans be constructed within certain time limits. The proposed additions to existing text are shown in underlined text below:

Section 31-79. Administrative Site Plan Review.

...(i) *Approved plans.* An approved site plan shall remain valid for a period of 12 months from the date of approval. If the site plan approval provides for phasing of the development in two or more phases, the subsequent phases shall each remain valid for a period of 12 months from the date of the certificate of occupancy or temporary certificate of occupancy for the development included in the previous phase. If no building permit is issued within a 12 month time period, the site plan approval, including all subsequent phases shall be considered null and void. Additionally, if at any time building permits lapse, the site plan, including all phases thereof, shall be considered null and void. A six month extension of the effective time period for an approved site plan may be granted by the City Manager or his designee if he or she has determined that the applicant shows good cause for the delay in obtaining building permits, provided that the request for extension is filed prior to the date of the expiration of any site plan approval time period."

6. Parking Stall Details

After many reprints, the diagram of the typical parking space and typical stall details at "Figure 31-171(2)" in Section 31-171, "Off-Street Parking and Loading Standards" is not legible. Staff proposes to add a legible drawing, attached as Exhibit #1 to the proposed ordinance.

7. Size of Parallel Parking Space

Section 31-171, "Off-Street Parking and Loading Standards" regulates off-street parking. It does not include a minimum size requirement for parallel parking spaces. There has been site development in the past that provided parallel parking as part of its required parking spaces and the size of the approved space was based on the advice of the City's Traffic Engineer. Staff recommends addition of a minimum parallel parking space size of 9 feet wide by 23 feet long to Section 31-171, "Off-Street Parking and Loading Standards" for clarification for future developments.

8. Landscaping of Parking Lot Interior Islands

This recommendation is based on a suggestion received from a City resident. Section 31-221(i) contains minimum landscape design standards. For interior islands in surface parking lots, this section requires that the islands be planted with one tree and the remainder be landscaped with grass or ground cover. In several developments, the

ground cover is made up of dense, low shrubbery which makes it difficult to open a car door or to maneuver around the vehicle without crushing the shrubs. Staff's recommendation is to add language to provide that landscaping of interior islands shall be designed and maintained so as not to impede movements in and out of vehicles.

9. Water Supply Level of Service Standards

The level of service standards for water supply adopted into the Comprehensive Plan through Ordinance No. 2009-14 should now be incorporated in Section 31-239, "Compliance with Comprehensive Plan", specifically in Section 31-239(f)(1), Potable Water. The proposed additions to existing text are shown in underlined text below:

Section 31-239. Compliance with Comprehensive Plan

...(f) *Level of Service Standards.* The following level of service standards contained in the adopted Comprehensive Plan shall be maintained.

(1) *Potable Water.*

Area Serviced by Miami-Dade Water & Sewer Department

(a) The treatment system shall operate with a rated maximum daily capacity which is no less than 2 percent above the maximum daily flow for the preceding year, and an average daily capacity 2 percent above the average daily per capita system demand for the preceding 5 years.

(b) Water shall be delivered to users at a pressure no less than 20 pounds per square inch (psi) and no greater than 100 psi. Unless otherwise approved by the Miami-Dade Fire Department, minimum fire flow based on the land use served shall be maintained as follows:

<i>Land Use</i>	<i>Min. Fire Flow</i>
Single Family Residential/Estate	500 gal/min
Single Family, Duplex, and Residential on minimum	750 gal/min lots of 7,500 sf2.
Multi-Family Residential	1,500 gal/min
Semiprofessional Offices, Hospitals, Schools	2,000 gal/min
Business and Industry	3,000 gal/min

(c) Water quality shall meet all federal, State and County primary standards for potable water.

(d) System-wide storage capacity for finished water shall equal no less than 15 percent of the system average daily demand.

Area Serviced by North Miami Beach

Potable Water: The City's water system shall provide 144 gallons per person per day at a pressure of 40 pounds per square inch (psi). The City attempts to maintain a water pressure of 40 pounds per square inch (psi) although 20 psi is the legal minimum.

ANALYSIS OF PROPOSED AMENDMENTS

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 provides that development and redevelopment of the City shall conform to the standards established in the Land Development Regulations.

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

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

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

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

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

The proposed amendment improves the administration or execution of the development process in that it provides for an update and clarification of existing Code procedures, regulations and standards and for consistency with applicable statutory standards.

ORDINANCE NO. 2012- ____

AN ORDINANCE OF THE CITY OF AVENTURA, FLORIDA, AMENDING THE CODE OF ORDINANCES BY CHANGING ALL REFERENCES IN THE CODE FROM "SOUTH FLORIDA BUILDING CODE" TO "FLORIDA BUILDING CODE"; AMENDING SECTION 30-165 "GENERAL PROVISIONS" AND SECTION 30-167 "PROVISIONS FOR FLOOD HAZARD REDUCTION" OF ARTICLE IV "FLOODS" OF CHAPTER 30 "ENVIRONMENT" TO PROVIDE FOR INTERNAL CONSISTENCY AND UPDATED CROSS-REFERENCES; AMENDING ALL REFERENCES IN CHAPTER 31 "LAND DEVELOPMENT REGULATIONS" TO CHANGE THE REQUIREMENT OF AN "OWNERSHIP AND ENCUMBRANCE REPORT" TO AN "OPINION OF TITLE"; AMENDING SECTION 31-53 "AMENDMENTS TO THE COMPREHENSIVE PLAN" OF CHAPTER 31 "LAND DEVELOPMENT REGULATIONS" TO UPDATE A REFERENCE TO THE APPLICABLE SECTION OF THE FLORIDA STATUTES; AMENDING SECTION 31-79 "ADMINISTRATIVE SITE PLAN REVIEW" OF CHAPTER 31 "LAND DEVELOPMENT REGULATIONS" TO PROVIDE FOR TIME LIMITS TO COMPLETE THE PHASES OF DEVELOPMENT OF A PHASED SITE PLAN; AMENDING SECTION 31-171 "OFF-STREET PARKING AND LOADING STANDARDS" OF CHAPTER 31 "LAND DEVELOPMENT REGULATIONS" TO UPDATE THE PARKING STALL DIMENSION FIGURE AND TO ADD THE REQUIRED SIZE OF A PARALLEL PARKING SPACE; AMENDING SECTION 31-221, "LANDSCAPING REQUIREMENTS" TO UPDATE MINIMUM LANDSCAPE DESIGN STANDARDS FOR INTERIOR ISLANDS IN PARKING LOTS; AND AMENDING SECTION 31-239, "COMPLIANCE WITH COMPREHENSIVE PLAN" TO UPDATE THE LEVEL OF SERVICE STANDARDS FOR POTABLE WATER; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Aventura ("City Commission") is desirous of amending the Code of Ordinances ("City Code"), to clarify and to update certain sections of the Code for internal consistency and to provide for updated cross-references, and for consistency with updates to the Florida Statutes; and

WHEREAS, the City Commission desires to provide for a minimum size requirement for parallel parking spaces; and

WHEREAS, the City Commission recognizes the need to update the water supply level of service standards within the Land Development Regulations, for consistency with the Comprehensive Plan; and

WHEREAS, the City Commission desires to provide for standards for timing of development, and expiration of phased site plan approvals; and

WHEREAS, the City Commission further desires to provide for revision to the minimum landscape standards applicable to interior landscaped islands in surface parking lots; 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 City Commission, in its capacity as the Local Planning Agency, has reviewed the proposed amendments to the City Code pursuant to the required public hearing and has recommended approval to the City Commission; and

WHEREAS, the City Commission has reviewed the proposed amendments, and finds that it is in the best interests of the public to amend the City Code 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, THAT¹:

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

Section 2. City Code Amended. All references in the Code of Ordinances to the "South Florida Building Code" are hereby amended to "Florida Building Code" for consistency with Chapter 553, Florida Statutes.

Section 3. City Code Amended. Section 30-165 "General Provisions" and Section 30-167 "Provisions for Flood Hazard Reduction" of Division 2 "Flood Damage Prevention" of Article IV "Floods" of Chapter 30 "Environment" of the Code of Ordinances is hereby amended to read as follows:

Section 30-165. General Provisions.

* * *

(b) *Basis for establishing the area of special flood hazard.* The areas of special flood hazard identified by the Federal Emergency Management Agency in its Flood Insurance Study and Flood Insurance Rate Maps for Dade County, Florida, Miami-Dade County, Florida and incorporated areas, dated March 2, 1994, "Revised: September 11, 2009", with accompanying maps and other supporting data, and any revision thereto, are adopted by reference and

¹ Underlined provisions constitute proposed additions to existing text; ~~stricken through~~ provisions indicate proposed deletions from existing text.

declared to be a part of this division. ~~All~~ The majority of lands within the City are within an area of special flood hazard.

* * *

Section 30-167. Provisions for Flood Hazard Reduction.

* * *

(b) *Specific standards for A-zoned flood hazard areas.*

- (1) *Residential construction.* New construction or substantial improvement of any residential building (or manufactured home) shall be the lowest floor, together with all mechanical and electrical equipment, including duct work, and including any basement, elevated no lower than one foot above the base flood elevation or 18 inches above the highest point of the adjacent road crown elevation, whichever is higher. Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate the unimpeded movements of flood waters shall be provided in accordance with Section 30-167(b)(3). The floor of an attached garage may be placed below the base flood elevation, provided the openings required in Section 30-167(b)(3) are installed and all mechanical and electrical equipment, including laundry facilities and food freezers, are elevated above base flood elevation.
- (2) *Non-residential construction.* New construction or substantial improvement of any commercial, industrial, or non-residential building shall have the lowest floor, together with all mechanical and electrical equipment, including duct work, and including any basement, elevated no lower than one foot above the base flood elevation or 18 inches above the highest point of the adjacent road crown elevation, whichever is higher. The floor of an attached garage or loading dock may be placed below the base flood elevation, provided the openings required in Section 30-167(b)(3) are installed and all mechanical and electrical equipment are elevated above the base flood elevation. Buildings may be floodproofed to an elevation of one foot above the required base flood elevation noted above, or 18 inches above the highest point of the adjacent road crown elevation, whichever is higher, in lieu of being elevated, provided that all areas of the building below the required elevation are water tight with walls substantially impermeable to the passage of water, and use structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy. A registered professional engineer or architect shall certify that the standards of this subsection are satisfied. Such certification shall be provided to the official as set forth in Section 30-166(c)(4).

* * *

Section 4. City Code Amended. Section 31-53 "Amendments to the Comprehensive Plan" of Article IV "Comprehensive Plan" of Chapter 31 "Land Development Regulations" of the Code of Ordinances is hereby amended to read as follows:

Section 31-53. Amendments.

* * *

(4) *Notice of public hearings.* Public hearings shall be held in compliance with F.S. § ~~163.3184(15)~~ 163.3184(11), as amended, and the provisions of this chapter.

* * *

Section 5. City Code Amended. Section 31-78 "Subdivision Plat Approval" and Section 31-79 "Administrative Site Plan Review" of Article V "Development Review Procedures" of Chapter 31 "Land Development Regulations" of the Code of Ordinances is hereby amended to read as follows:

Sec. 31-78. Subdivision plat approval.

* * *

(2) Additional required information. In addition to the plat and application form, the applicant shall submit the following information:

- a. A complete and current ~~ownership and encumbrances report opinion of title.~~

* * *

(3) Additional information to be provided at option of director. In addition to the information required with all tentative plat applications, the Community Development Director may request the following information if it is determined necessary to ascertain the adequacy of public facilities and consistency with the Comprehensive Plan or LDRs:

- a. A sealed current topographic survey ("plat survey"). The plat survey shall cover the entire area being platted and extend a minimum of 100 feet beyond the plat limits. The surveyor shall certify that the survey meets the requirements of this section. The plat survey shall contain at a minimum the following information:

* * *

5. All encumbrances and restrictions specified within the ~~owner and encumbrance report opinion of title.~~

* * *

Sec. 31-79. Administrative site plan review.

* * *

(e) *Preliminary site plan submission requirements.* An application for preliminary site plan review shall include 12 sets of folded and collated plans containing the following:

(1) On-site sealed current (within 30 days) survey prepared by a Florida registered land surveyor, certified as to meeting the requirements of Chapter 21HH-6, Florida Administrative Code. At a minimum the survey shall show the property's topography, water bodies, easements, rights-of-way, existing structures and paved areas. This survey shall be based upon the ownership and encumbrance report opinion of title and shall so be stated on the survey itself.

* * *

(i) *Approved plans.* An approved site plan shall remain valid for a period of 12 months from the date of approval. If the site plan approval provides for phasing of the development in two or more phases, the subsequent phases shall each remain valid for a period of 12 months from the date of the certificate of occupancy or temporary certificate of occupancy for the development included in the previous phase. If no building permit is issued within a 12 month time period, the site plan approval, including all subsequent phases shall be considered null and void. Additionally, if at any time building permits lapse, the site plan, including all phases thereof, shall be considered null and void. A six month extension of the effective time period for an approved site plan may be granted by the City Manager or his designee if he or she has determined that the applicant shows good cause for the delay in obtaining building permits, provided that the request for extension is filed prior to the date of the expiration of any site plan approval time period.

Section 6. City Code Amended. Section 31-171 "Off-Street Parking and Loading Standards" of Article VIII "Off-Street Parking, Loading and Driveway Standards" of Chapter 31 "Land Development Regulations" is hereby amended to insert a legible copy of Figure 31-171(2), attached as Exhibit #1 to this Ordinance, illustrating existing required dimensions of a parking stall, and also to read as follows:

Section 31-171. Off-Street Parking and Loading Standards.

* * *

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

* * *

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

- a. *Size; parking stalls.* Each parking space required and provided pursuant to the provisions of this article shall be not less than nine feet in width and 18 feet in length, except as noted in subsection 31-171(a)(6)i. Where parallel parking spaces are used, each parallel parking space shall be not less than nine feet in width and 23 feet in length.

* * *

Section 7. City Code Amended. Section 31-221 "Landscaping Requirements" of Article X "Landscaping Requirements" of Chapter 31 "Land Development Regulations" is hereby amended to read as follows:

Section 31-221. Landscape Requirements.

* * *

(i) *Minimum Design Standards.* The following shall apply to all developments requiring site plan or permit approval except for single and two-family dwellings

(3) Interior landscape requirements. Within the interior of any vehicular use area (total area less required perimeter buffer strips), the following shall be required:

(a) When the interior of any vehicular use area is designed for off-street parking purposes, the following shall be provided:

* * *

2. *Interior Islands.* Landscaped interior island shall be seven feet in width (excluding curbing) and not less than 90 square feet each in area and shall be placed within individual rows of contiguous parking spaces so that there is not less than one island for every nine parking spaces, or portion thereof and shall continue for the full length of the contiguous parking space. At least one tree shall be planted in every interior island and the remainder of the island shall be landscaped with grass or ground cover. Ground cover in interior islands

shall be designed and maintained so as not to impede movements in and out of vehicles. Interior islands should not be placed directly opposite each other when in abutting parking rows. Any arrangement which creates a non-regimented appearance, relieves monotony, increases tree canopy and fulfills the requirements of this article may be approved by the Director or designee.

Section 8. City Code Amended. Section 31-239 "Compliance with Comprehensive Plan" of Article XI "Development Standards of General Applicability" of Chapter 31 "Land Development Regulations" is hereby amended to read as follows:

Section 31-239. Compliance with Comprehensive Plan

* * *

(f) *Level of Service Standards.* The following level of service standards contained in the adopted Comprehensive Plan shall be maintained.

* * *

(1) *Potable Water.*

Area Serviced by Miami-Dade Water & Sewer Department

(a) The treatment system shall operate with a rated maximum daily capacity which is no less than 2 percent above the maximum daily flow for the preceding year, and an average daily capacity 2 percent above the average daily per capita system demand for the preceding 5 years.

(b) Water shall be delivered to users at a pressure no less than 20 pounds per square inch (psi) and no greater than 100 psi. Unless otherwise approved by the Miami-Dade Fire Department, minimum fire flow based on the land use served shall be maintained as follows:

<i>Land Use</i>	<i>Min. Fire Flow</i>
Single Family Residential/Estate	500 gal/min
Single Family, Duplex, and Residential on minimum	750 gal/min lots of 7,500 sf2.
Multi-Family Residential	1,500 gal/min
Semiprofessional Offices, Hospitals, Schools	2,000 gal/min
Business and Industry	3,000 gal/min

(c) Water quality shall meet all federal, State and County primary standards for potable water.

(d) System-wide storage capacity for finished water shall equal no less than 15 percent of the system average daily demand.

Area Serviced by North Miami Beach

Potable Water: The City's water system shall provide 144 gallons per person per day at a pressure of 40 pounds per square inch (psi). The City attempts to maintain a water pressure of 40 pounds per square inch (psi) although 20 psi is the legal minimum.

Section 9. 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 10. 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 re-numbered or re-lettered to accomplish such intentions; and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

Section 11. 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 Michael Stern	___
Commissioner Billy Joel	___
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 Michael Stern	___
Commissioner Billy Joel	___
Commissioner Luz Urbaz Weinberg	___
Vice Mayor Teri Holzberg	___
Mayor Susan Gottlieb	___

PASSED on first reading this 4th day of September, 2012.

PASSED AND ADOPTED on second reading this 2nd day of October, 2012.

SUSAN GOTTLIEB, MAYOR

ATTEST:

TERESA M. SOROKA, MMC
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

CITY ATTORNEY

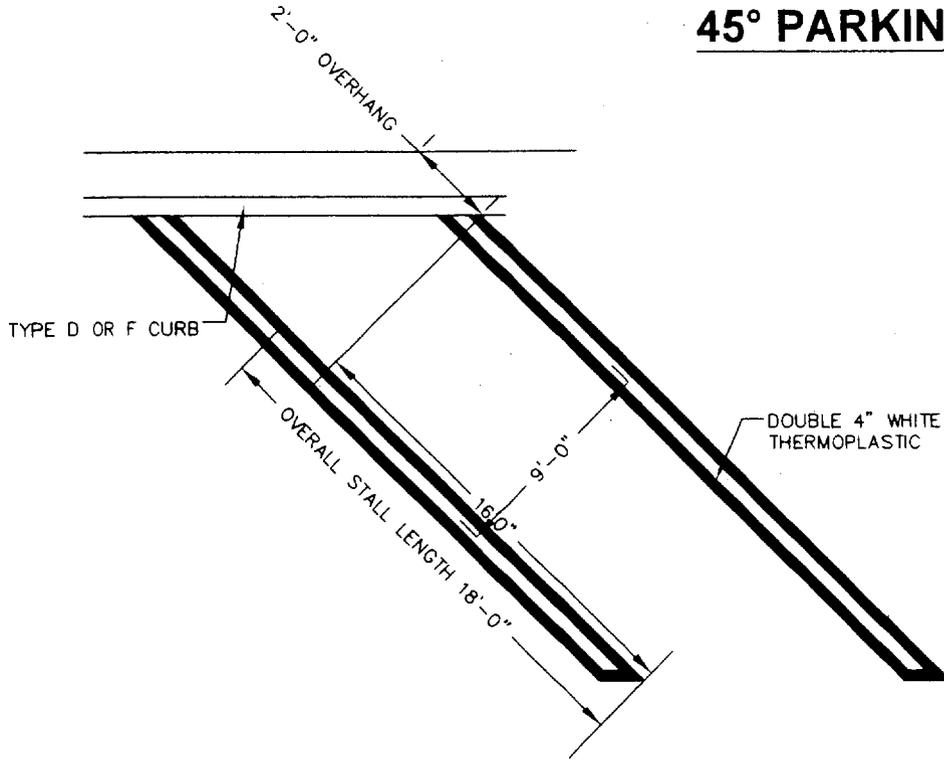
This Ordinance was filed in the Office of the City Clerk this ____ day of October, 2012.

CITY CLERK

TYPICAL STALL DETAILS

FIGURE 31-171 (2)

45° PARKING



90° PARKING

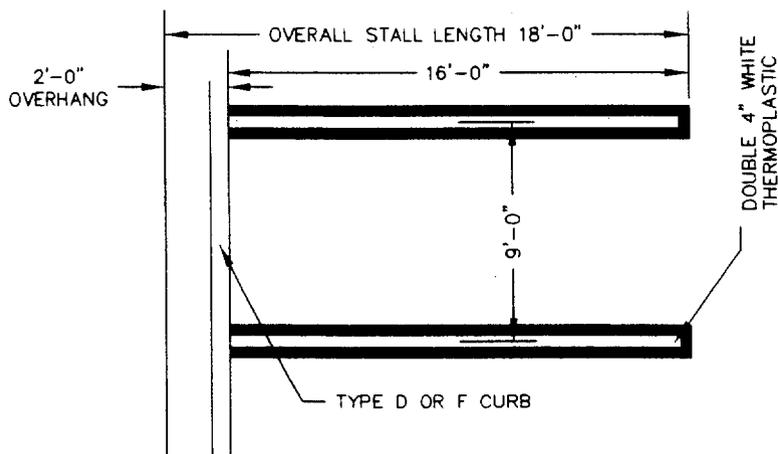


EXHIBIT #1 TO ORDINANCE NO. 2012-____

TYPICAL PARKING SPACE

CITY OF AVENTURA
OFFICE OF THE CITY MANAGER

MEMORANDUM

TO: City Commission

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

DATE: August 2, 2012

SUBJECT: **Ordinance Establishing Arts in Public Places Advisory Board**

1st Reading September 4, 2012 City Commission Meeting Agenda Item 7-C
2nd Reading October 2, 2012 City Commission Meeting Agenda Item 8-C

Attached hereto, please find the subject Ordinance which contains the amendments discussed at the July Workshop Meeting.

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

EMS/act

Attachment

CCO1781-12

ORDINANCE NO. 2012-__

**AN ORDINANCE OF THE CITY OF AVENTURA, FLORIDA
CREATING DIVISION 6 “ART IN PUBLIC PLACES ADVISORY
BOARD” OF ARTICLE III “ADVISORY BOARDS” OF CHAPTER 2
“ADMINISTRATION” OF THE CITY CODE OF THE CITY OF
AVENTURA, FLORIDA ; ESTABLISHING ADVISORY BOARD AND
PROVIDING FOR ITS DUTIES AND RESPONSIBILITIES; PROVIDING
FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE;
PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, the City Commission desires to create an advisory board to assist the City in facilitating the placement of works of art at City owned and/ or operated parks, buildings and facilities.

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

Section 1. City Code Amended . That Division 6 “Art in Public Places Advisory Board” of Article 3 “Advisory Boards” of Chapter 2 “ Administration” of the City Code, is hereby created , to read, as follows:

DIVISION 6. - ARTS IN PUBLIC PLACES ADVISORY BOARD

Sec. 2-201. - Creation, composition and qualifications.

A. There is hereby created and established the City of Aventura Art in Public Places Advisory Board (the "Board") consisting of five (5) members, including the Mayor, City Manager, who shall both serve by virtue of their office, and three (3) residents of the City who shall be appointed by the Mayor, subject to the approval of the City Commission. The resident members of the Board shall be appointed in accordance with procedures established herein and shall hold office at the pleasure of the City Commission. Members of the Board shall serve on the Board without compensation and shall not be reimbursed for travel, mileage, or per diem expenses as to Board service. The resident members shall serve for a two-year term and may be reappointed in accordance with the process outlined herein.

B. In the event of the resignation or removal of any member of the Board, the Mayor shall appoint a person to fill the vacancy on such Board for the unexpired portion of the term of the member vacating such office, subject to approval of the City Commission in accordance with procedures established herein.

C. In the event that a member of the Board shall be absent and unexcused from a duly-called meeting of the Board for three consecutive meetings, then, in that event, such member shall automatically be removed as a member of the Board by the City Manager. An excused absence shall be requested in writing via email, fax or letter prior to the Board meeting.

D. The City Manager or his designee shall provide or designate necessary staff support for the Board.

Sec. 2-202. – Process of Appointment of Board Members.

A. Individuals wishing to be a member of the Board shall make application to the City Manager on the forms provided by the City. The City Manager shall interview all applicants and make recommendation to the Mayor. The Mayor shall appoint to the Board members from the list of applicants recommended by the City Manager, subject to the approval of the City Commission.

B. In recommending members of the Board, the following guidelines shall be considered:

(i) The resident membership of the Board should consist of persons who have demonstrated a strong commitment to arts, including painting, photography, sculpture and other art forms.

(ii) Reasonable efforts should be made for the membership of the Board to be representative of a range of comprehensive adult age groups.

Sec. 2-203. - Advisory capacity.

The powers and duties of the Board shall be solely of an advisory nature to the City Manager and Mayor and City Commission. The City Manager, by virtue of his office as City Manager, shall be responsible for communicating to the City Commission the actions of the Board.

Sec. 2-204. - Rules of procedure; quorum.

A. The Board shall adopt rules of procedure not inconsistent with the ordinances of the City and the laws of the State of Florida and shall utilize Robert's Rules of Order recently revised 1990 Edition for the rules of procedure for the conduct of meetings of the Board. The Board may create additional rules for the conduct of its internal proceedings.

B. The Mayor shall serve as the Chairperson and the City Manager shall serve as the Vice-Chairperson.

C. Three (3) members shall constitute a quorum for the transaction of business of the Board. Official action shall be taken by the Board only upon the concurring vote of a majority of the members present at an official meeting of the Board, except that at least three (3) affirmative votes shall be required for official action.

Sec. 2-205. - Mission; jurisdiction and duties.

A. The mission of the Board is to assist the City in identifying, selecting and obtaining works of art for display in City owned and/ or operated parks, buildings and facilities, in order to further enhance the diverse array of cultural and educational opportunities which are available within the City. The Board shall develop proposed protocols and guidelines for achieving that mission, subject to approval by the City Commission. Further, the final decision on the acceptance, placement and display of specific works of art at City owned and/ or operated parks, buildings and facilities shall be subject to the approval of the City Commission.

B. Action of the Board shall be in the form of a written recommendation of advice to the City Manager and Mayor, who shall confer as to the presentation of the recommendation of the Board to the City Commission.

C. The Board shall meet as needed as determined by the City Manager.

Sec. 2-206. - Standards of conduct for members.

All members of the Board shall be subject to the Standards of Conduct for Public Officers and Employees, as set by Federal, State, County, City or other applicable law pursuant to City Charter Section 7.03 and must file the appropriate financial disclosure forms.

Section 2. Severability. That the provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional such decision shall not affect the validity of the remaining sections, sentences, clauses and phrases of this Ordinance, but they shall remain in effect it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 3. Inclusion in the Code. That it is the intention of the City Commission and it is hereby ordained that the provisions of this Ordinance shall become and 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 4. Effective Date. That this Ordinance shall be effective immediately upon adoption on second reading.

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

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

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

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

PASSED AND ADOPTED on first reading this 4th day of September, 2012.

PASSED AND ADOPTED on second reading this 2nd day of October, 2012.

Susan Gottlieb, Mayor

ATTEST:

Teresa M. Soroka, MMC
City Clerk

Approved as to Form and Legal Sufficiency:

City Attorney