

City Commission
Susan Gottlieb, Mayor

Enbar Cohen
Teri Holzberg
Billy Joel
Michael Stern
Howard Weinberg
Luz Urbáez Weinberg

The City of Aventura



City Manager
Eric M. Soroka, ICMA-CM

City Clerk
Teresa M. Soroka, MMC

City Attorney
Weiss Serota Helfman
Pastoriza Cole & Boniske

FEBRUARY 5, 2013 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:** Employee Service Awards
5. **CONSENT AGENDA:** Matters included under the Consent Agenda are self-explanatory and are not expected to require discussion or review. Items will be enacted by one motion. If discussion is desired by any member of the Commission, that item must be removed from the Consent Agenda and considered separately.
 - A. **APPROVAL OF MINUTES:**
January 8, 2013 Commission Meeting
January 17, 2013 Commission Workshop Meeting
 - B. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA DECLARING CERTAIN PROPERTY LISTED UNDER THE ASSETS OF THE CITY AS SURPLUS TO THE NEEDS OF THE CITY; DESCRIBING THE MANNER OF DISPOSAL; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.**
 - C. **MOTION AUTHORIZING THE APPROPRIATION OF UP TO \$130,000 TO BUILD A K-9 AREA WITHIN THE NEW PARKING GARAGE (\$67,000) AND TO EXPAND THE PROPERTY AND EVIDENCE ROOM WITHIN THE POLICE DEPARTMENT (\$63,000) FROM THE POLICE FEDERAL FORFEITURE FUNDS IN ACCORDANCE WITH THE CITY MANAGER'S MEMORANDUM.**

- D. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA ADOPTING THE CITY OF AVENTURA 2013 LEGISLATIVE PROGRAM AND PRIORITIES ATTACHED HERETO; AUTHORIZING THE CITY MANAGER TO TAKE NECESSARY ACTION TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.**
- E. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, APPROVING THE APPOINTMENT OF MEMBERS TO THE CITY OF AVENTURA COMMUNITY SERVICES ADVISORY BOARD; AND PROVIDING AN EFFECTIVE DATE.**
- F. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, AUTHORIZING THE CITY MANAGER ON BEHALF OF THE CITY TO EXECUTE AND OTHERWISE ENTER INTO THE ATTACHED MUTUAL AID AGREEMENT BETWEEN THE CITY OF AVENTURA AND THE CITY OF HALLANDALE BEACH FOR LAW ENFORCEMENT ACTIVITIES; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.**
- G. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, SUPPORTING ADOPTION OF UNIFORM FEDERAL LEGISLATION TO ACCOMPLISH A REDUCTION IN GUN VIOLENCE; PROVIDING FOR DISTRIBUTION OF RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.**
- H. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, PROVIDING FOR THE APPOINTMENT BY THE COMMISSION OF ONE OF ITS APPOINTEES TO THE BOARD OF TRUSTEES OF THE POLICE OFFICERS' RETIREMENT PLAN TO FILL A VACANCY; AND PROVIDING AN EFFECTIVE DATE.**
- I. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, APPROVING THE FORM OF LICENSE TO USE PROPERTY BETWEEN THE CITY OF AVENTURA AND PMG AVENTURA LLC; APPROVING THE FORM OF LICENSOR ESTOPPEL CERTIFICATE AND AGREEMENT BETWEEN THE CITY OF AVENTURA AND COLFIN AVENTURA FUNDING LLC; AUTHORIZING THE**

CITY MANAGER TO EXECUTE THE LICENSE FOR USE OF REAL PROPERTY AND LICENSOR ESTOPPEL CERTIFICATE AND AGREEMENT AFTER ACCEPTANCE OF THE TITLE OR DEED TO THE PROPERTY; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; ALL RELATING TO A 1.5 ACRE PARCEL OF LAND WITH A MUNICIPAL ADDRESS OF 3200 NE 188 STREET, CITY OF AVENTURA; PROVIDING AN EFFECTIVE DATE.

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

- 7. ORDINANCES: FIRST READING--PUBLIC INPUT: None.**

- 8. ORDINANCES – SECOND READING – PUBLIC HEARING:**

AN ORDINANCE OF THE CITY OF AVENTURA, FLORIDA, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF AVENTURA BY AMENDING THE ZONING DESIGNATION FOR A 0.51 ACRE PARCEL OF LAND LOCATED AT 20605 NE 34 AVENUE, AS MORE PARTICULARLY DESCRIBED IN EXHIBIT A, FROM RS2, RESIDENTIAL SINGLE FAMILY DISTRICT TO RMF3A, MULTIFAMILY MEDIUM DENSITY RESIDENTIAL DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

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

10. REPORTS

11. PUBLIC COMMENTS

- 12. OTHER BUSINESS: None.**

13. ADJOURNMENT

FUTURE MEETINGS

COMMISSION WORKSHOP	FEBRUARY 21, 2013	EXEC. CONFERENCE ROOM
COMMISSION MEETING	MARCH 5, 2013 6PM	COMMISSION CHAMBER
COMMISSION WORKSHOP	MARCH 21, 2013 9AM	EXEC. CONFERENCE ROOM

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



**MINUTES
CITY COMMISSION MEETING
JANUARY 8, 2013 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 7:27 p.m. immediately following the 6 p.m. LPA meeting. Present were Commissioners Enbar Cohen, Teri Holzberg, Billy Joel, Michael Stern, Howard Weinberg, Vice Mayor Luz Urbaez Weinberg, Mayor Gottlieb, City Manager Eric M. Soroka, City Clerk Teresa M. Soroka and City Attorney Alan Gabriel. 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 Joel, seconded by Commissioner Holzberg, passed unanimously and the following action was taken:

A. The following minutes were approved:

November 13, 2012 Commission Meeting
November 15, 2012 Commission Special Meeting

B. **Resolution No. 2013-01** was adopted as follows:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA ACCEPTING AND ADOPTING THE ELECTION RESULTS OF THE NOVEMBER 6, 2012 MUNICIPAL CANDIDATE ELECTION, AS CERTIFIED BY THE CANVASSING BOARD AND ATTACHED HERETO; PROVIDING AN EFFECTIVE DATE

C. **Resolution No. 2013-02** 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. 2013-03** was adopted as follows:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA AUTHORIZING THE CITY MANAGER TO EXECUTE AND OTHERWISE ENTER INTO THAT AGREEMENT BETWEEN THE CITY OF AVENTURA AND C.A.P. GOVERNMENT, INC. FOR BUILDING INSPECTION AND PLAN REVIEW PROFESSIONAL CONSULTANT SERVICES; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE

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

7. **ORDINANCES: FIRST READING/PUBLIC HEARING:** Mr. Gabriel read the following Ordinance by title:

AN ORDINANCE OF THE CITY OF AVENTURA, FLORIDA, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF AVENTURA BY AMENDING THE ZONING DESIGNATION FOR A 0.51 ACRE PARCEL OF LAND LOCATED AT 20605 NE 34 AVENUE, AS MORE PARTICULARLY DESCRIBED IN EXHIBIT A, FROM RS2, RESIDENTIAL SINGLE FAMILY DISTRICT TO RMF3A, MULTIFAMILY MEDIUM DENSITY RESIDENTIAL 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 Vice Mayor 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.

8. **ORDINANCES: SECOND READING/PUBLIC HEARING:** Mr. Gabriel read the following Ordinance by title:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, AMENDING ORDINANCE NO. 2011-08 WHICH ORDINANCE ADOPTED A BUDGET FOR THE 2011/2012 FISCAL YEAR BY REVISING

THE 2011/2012 FISCAL YEAR OPERATING AND CAPITAL BUDGET AS OUTLINED IN EXHIBIT "A" ATTACHED HERETO; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS ORDINANCE; PROVIDING FOR AN EFFECTIVE DATE.

A motion for approval was offered by Commissioner Holzberg and seconded by Commissioner Cohen. 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. 2013-01** was enacted.

- 9. **RESOLUTIONS – PUBLIC HEARING:** None.
- 10. **REPORTS:** As presented.
- 11. **PUBLIC COMMENTS:** None.
- 12. **OTHER BUSINESS:** None.
- 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 7:34 p.m.

Teresa M. Soroka, MMC, City Clerk

Approved by the Commission on _____.

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



MINUTES
CITY COMMISSION
WORKSHOP MEETING
JANUARY 17, 2013 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 Enbar Cohen, Teri Holzberg, Billy Joel, Michael Stern, Howard Weinberg, Vice Mayor Luz Urbaz Weinberg, Mayor Gottlieb, City Manager Eric M. Soroka, City Clerk M. Teresa Soroka and City Attorney David M. Wolpin. As a quorum was determined to be present, the meeting commenced.

Mr. Soroka requested consensus from the Commission to add the following items for discussion: Additional School Safety Measures (Mr. Soroka) and possible action concerning gun control (Mayor Gottlieb). Consensus received.

- COUNTY LIBRARY BRANCH CONSTRUCTION UPDATE (City Manager):** Lisa Martinez, Senior Advisor to Miami-Dade County Mayor Carlos Gimenez, and Internal Services Department Director Lester Sola updated the Commission on the status of the Library rebuilding construction.
CITY MANAGER SUMMARY: No action necessary.
- SALE OF BISCAYNE BOULEVARD PROPERTY (City Manager):** Mr. Soroka advised that the City had received four proposals for purchase of the property located on Biscayne Boulevard and NE 213 Street and requested consensus from the Commission to negotiate a Contract for Sale and Purchase with the highest bidder.
CITY MANAGER SUMMARY: Consensus to approve.
- COMMUNITY SERVICES ADVISORY BOARD APPOINTMENTS (City Manager):** Mr. Soroka noted that the term of office of the current Board had expired and Commissioners nominated residents for appointment by the Mayor to the Board.
CITY MANAGER SUMMARY: Consensus to nominate the following to this Advisory Board: Marjorie E. Aloni, Eric Berger, Jonathan P. Evans, Sandra L. Kaplan, Denise Pojomovsky, Joan G. Robbins, Julie Shapiro. Formal adoption by resolution at February Commission meeting.
- NE 188TH ST. PROPERTY LEASE PROPOSAL (City Manager):** Mr. Soroka advised the Commission that the developer of the property located at 3250 NE 188 Street has requested to use the 1.5 acre parcel dedicated to the City during construction of the project for parking of vehicles and a sales office for a term of 18 months for \$125,000, with an option to extend the term by six months at a cost of \$6,000/month.
CITY MANAGER SUMMARY: Consensus to approve.
- LEGISLATIVE PROGRAM AND PRIORITIES (City Manager):** Mr. Soroka

reviewed the proposed program for 2013.

CITY MANAGER SUMMARY: Consensus to approve and formally adopt by resolution at the February Commission meeting.

6. **MOVIE NIGHTS** (Commissioner Stern): As suggested by Commissioners Stern and Cohen, Mr. Soroka recommended that the City consider providing a movie night event for Aventura residents at Waterways Park on March 2, 2013, and, if feasible, to include Food Trucks.

CITY MANAGER SUMMARY: Consensus to approve.

7. **COMMISSION EMAIL** (Commissioner Cohen): Commissioner Cohen requested that the current procedures for receipt of Commission email be amended to provide that Commissioners may receive email directly to their personal cell phones.

CITY MANAGER SUMMARY: Consensus not to amend current procedures.

8. **MIAMI-DADE COUNTY LEAGUE OF CITIES' INSTALLATION DINNER FEBRUARY 9, 2013** (City Manager): Mr. Soroka requested Commission input as to the extent of the City's participation in this event.

CITY MANAGER SUMMARY: Commissioners Cohen, Holzberg, Howard Weinberg and Vice Mayor Luz Weinberg to attend and the City to place an ad in the League's journal.

9. **ADDITIONAL SCHOOL SAFETY MEASURES:** (Mr. Soroka) Mr. Soroka advised the Commission that actions were being taken to provide additional security at ACES and that to complete this process, additional funds would be necessary in the amount of approximately \$50,000 - \$60,000 to come from the City's reserve funds.

CITY MANAGER SUMMARY: Consensus to approve and formally adopt through Budget Amendment Ordinance.

10. **GUNS CONTROL** (Mayor Gottlieb): Mayor Gottlieb discussed the issue of gun control, the actions of the Mayors Against Illegal Guns Coalition, the Florida League of Mayors and others and recommended that the Commission adopt a resolution in favor of the legislation as currently being developed and recommended by President Obama to Congress.

CITY MANAGER SUMMARY: Consensus to proceed with consideration of resolution at February meeting.

11. **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: January 9, 2013

SUBJECT: **Resolution Declaring Equipment Surplus**

February 5, 2013 Commission Meeting Agenda Item 5B

RECOMMENDATION

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

BACKGROUND

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

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

EMS/act

Attachment

CITY OF AVENTURA
CHARTER SCHOOL DEPARTMENT

MEMORANDUM

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

FROM: Julie Alm, Principal 

DATE: January 9, 2013

SUBJECT: **Surplus Property**

I would like to have the attached listed items, owned by the City of Aventura, declared Surplus Property, as per the City of Aventura City Code, as these items have become inadequate or unusable for public purposes. These items have been replaced at the School .

RESOLUTION NO. 2013-__

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 Enbar Cohen	_____
Commissioner Teri Holzberg	_____
Commissioner Billy Joel	_____
Commissioner Michael Stern	_____
Commissioner Howard Weinberg	_____
Vice Mayor Luz Urbàez Weinberg	_____
Mayor Susan Gottlieb	_____

PASSED AND ADOPTED this 5th day of February, 2013.

SUSAN GOTTLIEB, MAYOR

ATTEST:

TERESA M. SOROKA, MMC
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

CITY ATTORNEY

Name or Department:
Pickup Address:

City of Aventura
19200 W. Country Club Drive
Aventura, FL 33180

PROPERTY ROOM.COM

Date 1-7-2013

Line #	Qty	Asset Tag #	Brand	Model	Serial #	Type	PR Bar Code (SKU)
1	1	2782	Dell	620	69159B1	Desktop	
2	1	-	Dell	745	36NFC01	Desktop	
3	1	-	Dell	760	62VDCK1	Desktop	
4	1	-	Dell	755	8XP25G1	Desktop	
5	1	-	Dell	745	572GCD1	Desktop	
6	1	2772	Dell	620	90159B1	Desktop	
7	1	2520	Dell	620	F2059B1	Desktop	
8	1	2778	Dell	620	J6159B1	Desktop	
9	1	2747	Dell	620	B1159B1	Desktop	
10	1	2771	Dell	620	21159B1	Desktop	
11	1	2767	Dell	620	C7159B1	Desktop	
12	1	2783	Dell	620	82039B1	Desktop	
13	1	2546	Dell	620	5CBF091	Desktop	
14	1	2779	Dell	620	30159B1	Desktop	
15	1	2749	Dell	620	76159B1	Desktop	

PROPERTY ROOM.COM

Name or Department:
Pickup Address:

City of Aventura
19200 W. Country Club Drive
Aventura, FL 33180

Date 1-7-2013

Line #	Qty	Asset Tag	Brand	Model	Serial	Type	PR Bar Code (SKU)
16	1	2768	Dell	620	JX059B1	Desktop	
17	1	—	Dell	745	1C2GCD1	Desktop	
18	1	—	Dell	745	FD2GCD1	Desktop	
19	1	—	Dell	745	J12GCD1	Desktop	
20	1	—	Dell	760	62VFCk1	Desktop	
21	1	2447	Dell	620	DX0G2J	Desktop	
22	1	2774	Dell	620	7Y0S9B1	Desktop	
23	1	—	Dell	755	4JX2SG1	Desktop	
24	1	—	Dell	620	4SWBT71	Desktop	
25	1	2488	Dell	620	BVHBT71	Desktop	
26	1	2776	Dell	620	F71S9B1	Desktop	
27	1	2790	Dell	620	8TWBT71	Desktop	
28	1	2530	Dell	620	BIXBT71	Desktop	
29	1	2788	Dell	620	D61S9B1	Desktop	
30	1	2789	Dell	620	D51S9B1	Desktop	

Name or Department:
Pickup Address:

City of Aventura
19200 W. Country Club Drive
Aventura, FL 33180

PROPERTY ROOM.COM

Date 1-7-2013

Line #	Qty	Asset #	Brand	Model	Serial #	Type	PR Bar Code (SKU)
31	1	2544	Dell	620	44159B1	DESKTOP	
32	1	2446	Dell	620	JWHBT71	DESKTOP	
33	1	-	HP	OFFICEJET G95	SAG04EGTUV	ALL IN ONE	
34	1	-	HP	4600DM	JPKCA9586	COLOR LASERJET	
35	1	-	HP	1000	CWBK230798	LASERJET	
36	1	-	Box #1	-	-	Keyboards (Box)	
37	1	-	Box #2	-	-	Keyboards (Box)	
38	1	-	Box #3	Dell	-	(760-620) COVERS	
39	1	(6)	Box #4	-	-	Smart AIRLINESS	
40	1	(10)	Box #5	-	-	PC to Video -	
41	1	(8)	Box #6	-	-	Smart AIRLINESS	
42	1	-	Box #7	-	-	760-620 COVERS	
43	1	-	Box #8	-	-	Keyboards	
44	1	-	Box #9	-	-	760-620 COVERS	
45	1	-	Box #10	-	-	Digital Video Cables	

PROPERTY ROOM.COM

Name or Department:
Pickup Address:

City of Aventura
19200 W. Country Club Drive
Aventura, FL 33180

Date 1-7-2013

Line #	Qty	Unit Price	Description	Part #	Part Name	Type	PR Bar Code (SKU)
46	1	—	Box #11	—	—	Power Cards	
47	1	—	Box #12	—	—	Power Cards	
48	1	—	Box #13	—	—	RCA Cables	
49	1	—	Box #14	—	—	New Power Cords	
50	1	—	Box #15	—	—	SB - Audio/Video Cables	
51	1	—	Box #16	—	—	Short USB cable	
52	1	—	Box #17	—	—	Power Blocks	
53	1	—	Box #18	—	—	Bad Keyboards	
54	1	—	Box #19	—	—	Miscellaneous Cables	
55	1	—	Box #20	—	—	Miscellaneous Items	
56	1	—	Dell	E551	34U-0099	New Monitor	
57	14	—	Samsung	UE-80	—	Doc Camera bags	
58	1	—	Dell	1504FP	UCN2R	monitor	
59	1	—	Dell	1504FP	UCPPT	monitor	
60	1	—	Dell	1504FP	UCPPV	monitor	

PROPERTY ROOM.COM

Name or Department:
Pickup Address:

City of Aventura
19200 W. Country Club Drive
Aventura, FL 33180

Date 1-7-2013

Line #	Qty	Asset Tag #	Manufacturer	Model #	Part #	Type	PR Bar Code (SKU)
61	1		Dell	1504FP	UCPMD	Monitor	
62	1		Dell	1504FP	UCPMG	Monitor	
63	1		Dell	1504FP	UCM89	Monitor	
64	1		Dell	1504FP	UCPPR	Monitor	
65	1		Dell	1504FP	UCN30	Monitor	
66	1		Dell	1504FP	UCPNX	Monitor	
67	1		Dell	1504FP	UCM63	Monitor	
68	1		Dell	1504FP	UCNML	Monitor	
69	1		Dell	1504FP	UCPLT	Monitor	
70	1		Dell	1504FP	UCNMU	Monitor	
71	1		Dell	1504FP	UCPPM	Monitor	
72	1		Dell	1504FP	UCPLS	Monitor	
73	1		Dell	1504FP	UCNMC	Monitor	
74	1		Dell	1504FP	UCNAN	Monitor	
75	1		Dell	1504FP	UCN45	Monitor	

PROPERTY ROOM.COM

Date 1-7-2013

City of Aventura
19200 W. Country Club Drive
Aventura, FL 33180

Name or Department:
Pickup Address:

Line #	Qty	Part #	Description	Unit	Part #	Type	PR Bar Code (SKU)
76	1		Dell	1504FP	UCNM9	Monitor	
77	1		Dell	1504FP	UCPLW	Monitor	
78	1		Dell	1504FP	UCN3A	Monitor	
79	1		Dell	1504FP	UCM8F	Monitor	
80	1		Dell	1504FP	UCPME	Monitor	
81	1		Dell	1504FP	UCN4U	Monitor	
82	1		Dell	1504FP	UCPLV	Monitor	
83	1		Dell	1504FP	UCPLC	Monitor	
84	1		Dell	1504FP	UCNMB	Monitor	
85	1		Dell	1504FP	UCN5Q	Monitor	
86	1		Dell	1504FP	UCN4Z	Monitor	
87	1		Dell	1504FP	UCPMI	Monitor	
88	1		Dell	1504FP	UCM67	Monitor	
89	1		Dell	1504FP	UCMA	Monitor	
90	1		Dell	1504FP	UCM5Y	Monitor	

PROPERTY ROOM.COM

Date 1-7-2013

City of Aventura
 19200 W. Country Club Drive
 Aventura, FL 33180

Name or Department:
 Pickup Address:

Line #	Qty	Unit Price	Manufacturer	Part #	Model #	Code	Type	PR Bar Code (SKU)
91	1	—	Dell	1504FP	UCN2X		Monitor	
92	1	—	Dell	1504FP	EARP3		Monitor	
93	1	—	Dell	1504FP	UCN4V		Monitor	
94	1	—	Dell	1504FP	UCN37		Monitor	
95	1	—	Dell	1504FP	UCN7K		Monitor	
96	1	—	Dell	1504FP	UCN10		Monitor	
97	1	—	Dell	1504FP	UCN36		Monitor	
98	1	—	Dell	1504FP	UCM8Q		Monitor	
99	1	—	Dell	1504FP	UCN88		Monitor	
100	1	—	Dell	1504FP	UCM8R		Monitor	
101	1	—	Dell	1504FP	UCN10		Monitor	
102	1	—	Dell	1504FP	UCPQ1		Monitor	
103	1	—	Dell	1504FP	8N1Y		Monitor	
104	1	—	Dell	1504FP	UCN53		Monitor	
105	1	—	Dell	1504FP	UCN32		Monitor	

PROPERTY ROOM.COM

Name or Department:
Pickup Address:

City of Aventura
19200 W. Country Club Drive
Aventura, FL 33180

Date 1-7-2013

Line #	QTY	UNIT	DESCRIPTION	PRICE	EXT. PRICE	PR BAR CODE (SKU)
106	1		Dell AFT8 Monitor	1788 FP		
107	1		Dell AUAS Monitor	1788 FP		
108	1		Dell AE35 Monitor	1707 FP		
109	1		Dell BAMV Monitor	1708 FP		
110	1		Dell ACDA Monitor	1707 FP		
111	1		Dell AXA Monitor	1708 FP		
112	1		Dell AXH Monitor	1708 FP		
113	1		Dell AHUS Monitor	1708 FP		
114	1		Dell BA7K Monitor	1707 FP		
115	1		Dell B886 Monitor	1707 FP		
116	1		Dell AJAS Monitor	1708 FP		
117	1		Dell B824 Monitor	1707 FP		
118	1		Dell AA3H Monitor	1708 FP		
119	1		Dell AG7M Monitor	1708 FP		
120	1		Dell B418 Monitor	1707 FP		

Name or Department:
Pickup Address:

City of Aventura
19200 W. Country Club Drive
Aventura, FL 33180

Date 1-7-2013

PROPERTY ROOM.COM

Blank

Line #	QTY	DESCRIPTION	UNIT	PRICE	AMOUNT	TAX	TOTAL	PR Bar Code (SKU)
121	1	Box 21						
122	1	HP LaserJet 1020	Printer					
123	1	JVC DR-AMV1500 Player	DVR	124R7708				
124	1	JVC DVD XVN57 DVD Recorder	DVD Player	139K0987				
125	1	LG DVD Recorder RC897T	DVD Recorder	8041NQU282380				
126	1	SAMSUNG DVD VS5500	DVD/VHS Deck	68AY338924M				
127	1	LG DVD Recorder RC897T	DVD Recorder	8041NQU28237				
128	1	SAMSUNG DVD VS5500	DVD/VHS Deck	68AY338920F				
129	1	SAMSUNG DVD VS5500	DVD/VHS Deck	68AY33887Z				
130	1	SAMSUNG WF-805T	Video Presenter	T8501195				
131	1	SAMSUNG WF-805T	Video Presenter	T7781849				
132	1	DELL Latitude D530	LAPTOP	6669461				
133	1	DELL Latitude D600	LAPTOP	3185Y41				
134	1	NEC VT480	Projector	65D1065FK				
135	1	NEC VT480	Projector	6101624FE				

Name or Department:
Pickup Address:

City of Aventura
19200 W. Country Club Drive
Aventura, FL 33180

Date 1-7-2013

PROPERTY ROOM.COM

Blank

Line #	QTY	UNIT	DESCRIPTION	PR	PR Desc (SKU)
136	1		NEC VT480	6501079FK	Projector
137	1		NEC VT695	8662165FK	Projector
138	1		3M 1760	1187489	Overhead Projector
138	1		3M 1760	11874928	Overhead Projector
139	1		DELL 1707FP	B908	Monitor
140	1		DELL 1707FP	BANK	Monitor
141	1		DELL 1707FP	BARP	Monitor
142	1		DELL 1707FP	AXL	Monitor
143	1		DELL 1707FP	ABJG	Monitor
144	1		DELL 1707FP	BAMS	Monitor

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

TO: Eric M. Soroka, City Manager
FROM: ~~Steven Steinberg, Chief of Police~~
DATE: 8 January 2013
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: 4 display panels (TV's) that have been in Communications as a video wall used for displaying various display screens to dispatchers and call takers. These units have since been replaced by new display panels that are now operational.



CITY OF AVENTURA

POLICE DEPARTMENT

MEMORANDUM

TO: Chief Steinberg

FROM: Lt. Labombarda 

SUBJECT: Request for conversion to surplus property

Date: January 7, 2013

Chief,

Please request for the following items to be declared surplus property so they may be sold or otherwise destroyed as appropriate.

(4) Mitsubishi Display Panels Model VS-60XT20U

Serial #'s	CITY ID
001774	2731
002065	2730
002025	2740
002017	2732

CITY OF AVENTURA
OFFICE OF THE CITY MANAGER

MEMORANDUM

TO: City Commission

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

DATE: January 14, 2013

SUBJECT: **Disbursement of Police Forfeiture Funds**

February 5, 2013 City Commission Meeting Agenda Item 5C

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 \$130,000 to build a K-9 area within the new parking garage (\$67,000) and to expand the Property and Evidence Room within the Police Department (\$63,000) 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

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: 18 December 2012
SUBJECT: Use of Forfeiture Funds

The Federal Equitable Sharing Agreement (FESA), Section VIII allows for the use of federally forfeited funds for law enforcement. Section IX, A9 of the Federal Equitable Sharing agreement requires 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:

Security for police K9's and Property and Evidence room	\$130,000
Total Expenditure Request:	\$130,000

Summary

Security for police K9's and Property and Evidence room – This request is being made to build a secure K9 area within the new secured police parking garage. The K9 area will house up to 3 K9's as needed while the officer is in court or on other city business and the K9 is not required. It is also a very secured area that can house the K9 safely.

The 2nd project is an expansion of the Property & Evidence room. The current area is near capacity and growing every day as more property and evidence is taken in and stored. The new area will also house the drugs being held in a secure and environmentally safe area. The new area will contain a standalone air filter system to take away fumes from specific drugs being held for storage making it safer and healthier for the employees working in the area.

CITY OF AVENTURA
OFFICE OF THE CITY MANAGER

MEMORANDUM

TO: City Commission

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

DATE: January 17, 2013

SUBJECT: **Resolution Approving Legislative Programs and Priorities for 2013**

February 5, 2013 City Commission Meeting Agenda Item 5-D

RECOMMENDATION

It is recommended that the City Commission approve the attached Resolution approving the Legislative Programs and Priorities for 2013. This item was reviewed at the January Workshop Meeting.

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

EMS/act

Attachment

CCO1791-13

RESOLUTION NO. 2013-__

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA ADOPTING THE CITY OF AVENTURA 2013 LEGISLATIVE PROGRAM AND PRIORITIES ATTACHED HERETO; AUTHORIZING THE CITY MANAGER TO TAKE NECESSARY ACTION TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. The City of Aventura 2013 Legislative Program and Priorities, attached hereto, is hereby adopted.

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

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

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

Commissioner Enbar Cohen	_____
Commissioner Teri Holzberg	_____
Commissioner Billy Joel	_____
Commissioner Michael Stern	_____
Commissioner Howard Weinberg	_____
Vice Mayor Luz Urbàez Weinberg	_____
Mayor Susan Gottlieb	_____

PASSED AND ADOPTED this 5th of February, 2013.

SUSAN GOTTLIEB, MAYOR

ATTEST:

TERESA M. SOROKA, MMC
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

CITY ATTORNEY

**CITY OF AVENTURA
LEGISLATIVE PROGRAM AND PRIORITIES**



2013

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

**CITY OF AVENTURA
LEGISLATIVE PROGRAMS AND PRIORITIES
2013**

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

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

1. Provide a dedicated revenue source for Charter School capital improvements at the same levels provided to the local school boards.
2. Increase or maintain educational funding levels for Miami-Dade County public schools.
3. Amend State law allowing a more economical method of advertising for a public hearing relating to Comprehensive Plan adoption and/ or amendments.
4. Adopt the 2013 Policy Statement of the Florida League of Cities.
5. Enact a law that would prohibit an individual from writing, sending or receiving text messages while operating a motor vehicle.
6. Enact a law enabling cities to prohibit smoking at city sponsored events or activities and/ or at city parks and facilities.
7. On a state-wide level, ban the use of handheld phones by persons operating motor vehicles, but allowing hands free phone devices.
8. Provide a dedicated revenue source to cities that are located within 1 mile of a facility that houses legalized gambling to offset police and road impact costs to the community.
9. Preserve municipal authority for red light camera safety programs.
10. Amend Safe Harbor provisions (Fla. Stat. 718.116(1)(b) condos and 720.3085(2)(c) HOAs) to increase the liability of qualified lending institutions to the lesser of twenty four months of past due assessments or two percent of the original mortgage in the event of a foreclosure.

RESOLUTION NO. 2013-__

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, APPROVING THE APPOINTMENT OF MEMBERS TO THE CITY OF AVENTURA COMMUNITY SERVICES ADVISORY BOARD; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 2-121 of the Aventura City Code provides for the creation of the Community Services Advisory Board; and

WHEREAS, in accordance with the provisions of Section 3.11 of the Aventura City Charter, the City Commission wishes to provide for approval of the Mayor's appointment of members to the Community Services Advisory Board.

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

Section 1. The City Commission hereby approves the appointment by the Mayor of the following individuals to serve as members of the Community Services Advisory Board for a term of one year:

Marjorie E. Aloni
Eric Berger
Jonathan P. Evans
Sandra L. Kaplan
Denise Pojomovsky
Joan G. Robbins
Julie Shapiro

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

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

Commissioner Enbar Cohen	_____
Commissioner Teri Holzberg	_____
Commissioner Billy Joel	_____
Commissioner Michael Stern	_____
Commissioner Howard Weinberg	_____
Vice Mayor Luz Urbàez Weinberg	_____
Mayor Susan Gottlieb	_____

PASSED AND ADOPTED this 5th day of February, 2013.

SUSAN GOTTLIEB, MAYOR

ATTEST:

TERESA M. SOROKA, MMC
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

CITY ATTORNEY

/tms

CITY OF AVENTURA
OFFICE OF THE CITY MANAGER

MEMORANDUM

TO: City Commission

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

DATE: January 22, 2013

SUBJECT: **Law Enforcement Mutual Aid Agreement Between the City and the City of Hallandale Beach**

February 5, 2013 City Commission Meeting Agenda Item 5-F

RECOMMENDATION

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

BACKGROUND

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

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

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

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

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

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

EMS/act

Attachment

CCO1792-13

RESOLUTION NO. 2013-__

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

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

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

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

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

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

Commissioner Enbar Cohen	_____
Commissioner Teri Holzberg	_____
Commissioner Billy Joel	_____
Commissioner Michael Stern	_____
Commissioner Howard Weinberg	_____
Vice Mayor Luz Urbàez Weinberg	_____
Mayor Susan Gottlieb	_____

PASSED AND ADOPTED this 5th day of February, 2013.

SUSAN GOTTLIEB, MAYOR

ATTEST:

TERESA M. SOROKA, MMC
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

CITY ATTORNEY

/tms

MUTUAL AID AGREEMENT

WITNESSETH

WHEREAS, it is the responsibility of the governments of the City of Aventura, Florida, and the City of Hallandale Beach, Florida (collectively, the “Parties”) to ensure the public safety of their citizens by providing adequate levels of police service to assess any foreseeable routine or emergency situation; and

WHEREAS, there is an existing and continuing possibility of the occurrence of law enforcement problems and other natural man-made conditions which are, or likely to be, beyond the control of the services, personnel, equipment, or facilities of the Aventura Police Department and the Hallandale Beach Police Department (collectively, the “Agencies”); and

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

- (1) Intensive situations including, but not limited to emergencies as defined under Section 252.34(3), Florida Statutes; and
- (2) Continuing, multi-jurisdictional law enforcement problems, so as to protect the public peace and safety, and preserve the lives and property of the people; and

WHEREAS, the Parties have authority under Part I of Chapter 23, Florida Statutes, the Florida Mutual Aid Act, to enter into:

- (1) A requested operational assistance agreement for the requesting and rendering of assistance in law enforcement intensive situations and emergencies; and
- (2) A voluntary cooperation agreement for assistance of a routine law enforcement nature that crosses jurisdictional lines.

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

SECTION I: DESCRIPTION

This Agreement provides for the requesting and rendering of assistance for both routine and law enforcement intensive situations and combines elements of both a

voluntary cooperation agreement and a requested operational assistance agreement, as described in Chapter 23, Florida Statutes.

SECTION II: PROVISIONS FOR VOLUNTARY COOPERATION

The Chief of Police for the City of Aventura and the Chief of Police for the City of Hallandale Beach (collectively "Agency Heads") may execute a joint declaration, enumerating the specific conditions under which aid may be requested or rendered pursuant to this Agreement (the "Joint Declaration"). Subsequent to execution, a Joint Declaration shall be filed with the clerks of the respective political subdivisions and shall thereafter become part of this Agreement. The Joint Declaration may be amended at any time upon the mutual assent of the Agency Heads.

SECTION III: POLICY AND PROCEDURE

- (a) In the event that a party to this Agreement is in need of assistance as set forth above, an authorized representative of the Agency requiring assistance shall notify the Agency, Agency Head, or his/her designee from whom such assistance is required. The Agency Head or authorized agency representative whose assistance is sought shall evaluate the situation and the Agency's available resources, consult with his/her supervisors if necessary and will respond in a manner he/she deems appropriate. The Agency Head's decision in this regard shall be final.
- (b) The resources or facilities that are assigned by the assisting Agency shall be under the immediate command of a supervising officer designated by the assisting Agency Head. Such supervising officer shall be under the direct supervision and command of the Agency Head or his designee of the Agency requesting assistance.
- (c) Should a violation of Florida Statutes occur in the presence of said officers representing their respective Agencies in the furtherance of this Agreement, they shall be empowered to render enforcement assistance and act in accordance with law.

SECTION IV: POWERS, PRIVILEGES, IMMUNITIES AND COSTS

- (a) Members of the Agencies when actually engaging in mutual cooperation and assistance outside of the jurisdictional limits of Aventura or Hallandale Beach under the terms of this Agreement, shall, pursuant to the provisions of Section 23.127, Florida Statutes, have the same powers, duties, rights, privileges, and immunities as if they were performing their duties in the political subdivision in which they are normally employed.
- (b) Each Party agrees to furnish the necessary equipment, resources, and facilities and to render services to each other Party to the Agreement as set

forth above; provided however, that no Party shall be required to deplete unreasonably its own equipment, resources, facilities, and services in furnishing such mutual aid.

- (c) The Agency furnishing any equipment pursuant to this Agreement shall bear the loss or damages to such equipment and shall pay any expense incurred in the operation and maintenance thereof.
- (d) The Agency furnishing aid pursuant to this section shall compensate its appointees/employees during the time such aid is rendered and shall defray the actual travel maintenance expenses of such employees while they are rendering such aid, including any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such aid. **HOWEVER**, if the requesting Agency receives compensation from the Federal Emergency Management Agency (FEMA), the requesting Agency may compensate the assisting Agency during the time of the rendering of such aid and may defray the actual travel and maintenance expenses of such employees while they are rendering such aid, including any amounts paid or due for compensation as a result of personal injury or death while such employees are rendering such aid as pertains to this Agreement.
- (e) All of the privileges and immunities from liability, exemption from laws, ordinances and rules, and all pension, insurance, relief, disability, worker's compensation, salary, death and other benefits which apply to the activity of such officers, agents or employee of any such agency when performing their respective functions within the territorial limits of their respective public agencies shall apply to them to the same degree, manner, and extent while engaged in the performance of any of their functions and duties extraterritorially under the provisions of this Agreement. The provisions of this section shall apply with equal effect to paid, volunteer, and reserve employees.
- (f) Nothing herein shall prevent the requesting Agency from requesting supplemental appropriations from the governing authority having budgeting jurisdiction to reimburse the assisting Agency for any actual costs or expenses incurred by the assisting agency performing hereunder when assistance is requested under this Agreement.

SECTION V: FORFEITURE

It is recognized that during the course of the operation of the Agreement, property subject to forfeiture under the Florida Contraband Forfeiture Act, Florida Statutes, may be seized. Seized property shall be forfeited and equitably distributed among the participating agencies in proportion to the amount of

investigation and participation performed by each agency. This shall occur pursuant to the provisions of the Florida Contraband Forfeiture Act.

SECTION VI: INDEMNIFICATION

Each Party engaging in any mutual cooperation and assistance, pursuant to this Agreement, agrees with respect to any suit or claim for damages resulting from any and all acts, omissions, or conduct of such party's own employees occurring while engaging in rendering such aid pursuant to this agreement, to hold harmless, defend and indemnify the other participating party and its appointees or employees, subject to provisions of Section 768.28, Florida Statutes, where applicable, and provided such party shall have control of the defense of any suit or claim to which said duty to indemnify applies.

SECTION VII: EFFECTIVE DATE

This Agreement shall take effect upon execution and approval by the hereinafter-named officials, shall apply retroactively from and after January 1, 2013, and shall continue in full force and effect until the expiration of a period of five (5) years from said date, unless terminated prior thereto by any or all of the Parties herein. The December 21, 2012 letter from the City of Hallandale, which indicated acceptance of the City of Aventura's proposal to extend the prior Mutual Aid Agreement that expired on January 1, 2013, is hereby ratified by the signing of this Agreement.

SECTION VIII: CANCELLATION

This agreement may be cancelled by any Party upon delivery of written notice to the other Party or Parties. Cancellation will be at the direction of any subscribing Party.

IN WITNESS WHEREOF, the Parties hereto cause these presents to be signed on the date specified.

Renee Crichton Miller
City Manager
City of Hallandale Beach

Date: _____

Dwayne Flournoy
Chief of Police

Eric M. Soroka
City Manager
City of Aventura

Date: _____

Steven Steinberg
Chief of Police

Hallandale Beach, Florida

Date: _____

ATTEST:

Sheena D. James
City Clerk
Hallandale Beach, Florida

Aventura, Florida

Date: _____

ATTEST:

Teresa M. Soroka
City Clerk
City of Aventura, Florida

**JOINT DECLARATION BETWEEN
THE CITY OF AVENTURA AND THE CITY OF HALLANDALE BEACH PURSUANT
TO A MUTUAL AID AGREEMENT**

A police officer of either of the participating law enforcement agencies shall be considered to be operating under the provisions of the mutual aid agreement when:

- Participating in law enforcement activities that are preplanned and approved by each respective agency head; or
- Appropriately dispatched in response to a request for assistance from the other law enforcement agency.

In compliance with and under the authority of the Mutual Aid Agreement heretofore entered into by the City of Aventura, Florida and the City of Hallandale Beach, Florida, it is hereby declared that the following list comprises the circumstances and conditions under which mutual aid may be requested and rendered regarding police operations pursuant to the agreement. Said list may be amended or supplemented from time to time as needs dictate by subsequent declarations.

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

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

The following procedures will apply in mutual aid operations:

1. Mutual aid requested or rendered will be approved by the Chief of Police or designee.
2. Specific reporting instructions for personnel rendering mutual aid should be included in the request for mutual aid. In the absence of such instructions, personnel will report to the ranking on-duty supervisor on the scene.
3. Communications instructions will be included in each request for mutual aid.
4. Incidents requiring mass processing of arrestees, transporting prisoners, and operating temporary detention facilities will be handled per established procedures.

AGREED TO AND ACKNOWLEDGED this _____ day of _____, 2013.

 Dwayne Flournoy
 Chief of Police
 Hallandale Beach, Florida

 Steven Steinberg
 Chief of Police
 Aventura, Florida

Date: _____

Date: _____

ATTEST:

ATTEST:

 Sheena D. James
 City Clerk
 Hallandale Beach, Florida

 Teresa M. Soroka
 City Clerk
 Aventura, Florida

Approved as to form
and legal sufficiency:

City Attorney
City of Hallandale Beach, Florida

Date: _____

Approved as to form
and legal sufficiency:

City Attorney
City of Aventura, Florida

Date: _____

RESOLUTION NO. 2013-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, SUPPORTING ADOPTION OF UNIFORM FEDERAL LEGISLATION TO ACCOMPLISH A REDUCTION IN GUN VIOLENCE; PROVIDING FOR DISTRIBUTION OF RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission is deeply concerned that the health, safety and welfare of all Americans, including residents of this City, is imperiled by the proliferation of tragic incidents of gun violence; and

WHEREAS, the City Commission finds that the President’s announced legislative proposal to seek the adoption by Congress of uniform federal legislation which would: require a federal background check for all gun sales; ban military – style assault weapons and high capacity magazines that hold more than 10 rounds; strengthen penalties for gun trafficking (the “ Legislative Proposal”) constitutes sound core elements for accomplishing a reduction in gun violence, and merits broad support on a non- partisan basis.

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

Section 1: That the City Commission of the City of Aventura, Florida hereby supports the above described Legislative Proposal which is designed to reduce gun violence, and respectfully calls upon Congress to expeditiously debate and enact such protective legislation which would: require a federal background check for all gun sales; ban military – style assault weapons and high capacity magazines that hold more than 10 rounds; and strengthen penalties for gun trafficking.

Section 2: That the City Clerk is hereby requested to provide copies of this Resolution to the members of Congress elected from the Northern Miami- Dade County area, Speaker Boehner, Senate President Reid , Senator Nelson, Senator Rubio, President Obama , the Florida League of Cities, the Miami- Dade County League of Cities, and any other appropriate parties.

Section 3. That this Resolution shall become effective immediately upon its passage and adoption by the City Commission.

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

Commissioner Enbar Cohen	_____
Commissioner Teri Holzberg	_____
Commissioner Billy Joel	_____
Commissioner Michael Stern	_____
Commissioner Howard Weinberg	_____
Vice Mayor Luz Urbaz Weinberg	_____
Mayor Susan Gottlieb	_____

PASSED AND ADOPTED this 5th day of February, 2013.

Susan Gottlieb, Mayor

Attest:

Teresa M. Soroka, MMC
City Clerk

Approved as to Form and Legal Sufficiency:

City Attorney

CITY OF AVENTURA

OFFICE OF THE CITY MANAGER

MEMORANDUM

TO: City Commission

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

DATE: January 23, 2013

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

February 4, 2013 City Commission Meeting Agenda Item 5-H

RECOMMENDATION

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

BACKGROUND

The Police Pension Plan Ordinance provides for the City Commission to appoint two (2) legal residents of the City from a list provided by the City Manager to the Police Pension Board of Trustees.

Recently, one of the appointments (Alan Lipps) selected by the City Commission chose to move out of the City and resign.

Based on his extensive experience in dealing with pensions, I am recommending Zev Auerbach as a member of the Police Pension Board of Trustees.

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

EMS/act

Attachment

CCO1793-13

RESOLUTION NO. 2013-__

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

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

WHEREAS, in accordance with the provisions of Ordinance No. 2004-07, and amended by Ordinance 2010-07, two members of the Board of Trustees of the Police Officers' Retirement Plan shall be appointed by the City Commission from a list provided by the City Manager, each of whom shall serve for a term of four years from date of appointment; and

WHEREAS, the City Commission wishes to provide for the appointment of one member to the Police Officers' Retirement Plan due to the resignation of member Alan Lips.

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

Section 1. The City Commission hereby appoints Zev Auerbach to fill the vacancy on the Board of Trustees of the City of Aventura Police Officers' Retirement Plan due to the resignation of Commission appointee Alan Lips.

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

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

Commissioner Enbar Cohen	_____
Commissioner Teri Holzberg	_____
Commissioner Billy Joel	_____
Commissioner Michael Stern	_____
Commissioner Howard Weinberg	_____
Vice Mayor Luz Urbàez Weinberg	_____
Mayor Susan Gottlieb	_____

PASSED AND ADOPTED this 5th day of February, 2013.

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: January 23, 2013

SUBJECT: **Resolution Authorizing Execution of the PMG Sales Trailer and Construction Staging License Agreement and Estoppel Certificate**

February 5, 2013 City Commission Meeting Agenda Item 5-I

RECOMMENDATION

It is recommended that the City Commission authorize the execution of the subject documents which allows the Echo Condominium project developer to utilize the adjacent 1.5 acre parcel, that will be dedicated to the City, for a sales office and construction parking.

BACKGROUND

Attached, is the final form of License to Use Real Property and Licensor Estoppel Certificate and Agreement for the 1.5 acre parcel to the dedicated to the City by PMG LLC. The document was reviewed by the City Attorney and Community Development Director.

The license permits use of the City parcel as a sales center and office space, and for temporary construction staging in connection with the Echo condominium development. The key components of the license agreement are:

1. The license term is for a period of eighteen (18) months with an option for monthly extensions for up to six (6) months.
2. The license fee for the first eighteen (18) months is \$125,000 payable in advance and \$6,000 per month for each one month extension.
3. The licensee is required to apply for Administrative Temporary Use Approval which will include submission of a site plan showing the sales center/office, parking

area and construction staging area. The application will be reviewed by staff using the criteria in the City Code for approval of temporary uses.

4. The license agreement provides for indemnification of the City and general liability insurance of \$1 million naming the City as an additional insured.

5. Upon termination of the License Agreement, all improvements and/or structures are to be removed with sixty (60) days of the expiration of the term and the property is to be restored to the same condition existing prior to the Licensee's use and occupancy.

The Estoppel Certificate is requested by the Lender to acknowledge that the Lender is entitled to all rights and privileges of the License Agreement in the event of default by PMG, as the License Agreement is part of the collateral for the loan.

This matter was discussed at the January Workshop Meeting. If you have any questions, please feel free to contact me.

RESOLUTION NO. 2013-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, APPROVING THE FORM OF LICENSE TO USE PROPERTY BETWEEN THE CITY OF AVENTURA AND PMG AVENTURA LLC; APPROVING THE FORM OF LICENSOR ESTOPPEL CERTIFICATE AND AGREEMENT BETWEEN THE CITY OF AVENTURA AND COLFIN AVENTURA FUNDING LLC; AUTHORIZING THE CITY MANAGER TO EXECUTE THE LICENSE FOR USE OF REAL PROPERTY AND LICENSOR ESTOPPEL CERTIFICATE AND AGREEMENT AFTER ACCEPTANCE OF THE TITLE OR DEED TO THE PROPERTY; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; ALL RELATING TO A 1.5 ACRE PARCEL OF LAND WITH A MUNICIPAL ADDRESS OF 3200 NE 188 STREET, CITY OF AVENTURA; PROVIDING AN EFFECTIVE DATE.

WHEREAS, on October 2, 2012, the City Commission passed and adopted Resolution No. 2012-44 granting conditional use approval to permit an eleven story or 135 foot high residential building on the property located at 3250 NE 188 Street “, which approval contains a condition that the applicant dedicate a 1.5 acre parcel, municipal address 3200 NE 188 Street, (the “Premises”) to the City prior to issuance of a building permit for the development; and

WHEREAS, the City Commission is desirous of approving the form of License For Use of Real Property with PMG Aventura, LLC, in the form attached to this Resolution, authorizing the temporary use of the Premises for a sales center/office and construction staging during development; and

WHEREAS, the City Commission also wishes to approve the form of Licensor Estoppel Certificate and Agreement with the lender of the Premises, in the form attached to the Resolution, in connection with the license of the Premises to PMG Aventura, LLC; and

WHEREAS, upon acceptance of the dedication of the Premises to the City by Deed, as required by Resolution No. 2012-44, the City Manager shall then be authorized to enter into the License to Use Real Property and Lender Estoppel Certificate and Agreement, both in the form attached to this Resolution; and

WHEREAS, the City Commission finds that entering into the License to Use Real Property and Licensor Estoppel Certificate and Agreement is in the best interest of the City and furthers the purposes of Resolution No. 2012-44.

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

Section 1. The form of License to Use Real Property and Lender Estoppel Certificate and Agreement, as attached to this Resolution, are hereby approved. The City Manager is authorized to execute and otherwise enter into that certain License to Use Real Property, in the form attached hereto, and to execute and otherwise enter into that certain Licensor Estoppel Certificate and Agreement, in the form attached hereto, such execution of documents to occur after acceptance by the City of the dedication of the Premises by deed.

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

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

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

Commissioner Enbar Cohen	_____
Commissioner Teri Holzberg	_____
Commissioner Billy Joel	_____
Commissioner Michael Stern	_____
Commissioner Howard Weinberg	_____
Vice Mayor Luz Urbaez Weinberg	_____
Mayor Susan Gottlieb	_____

PASSED AND ADOPTED this 5th day of February, 2013.

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 February, 2013.

City Clerk

LICENSE TO USE REAL PROPERTY

THIS LICENSE TO USE REAL PROPERTY (this "**License Agreement**") is made and entered into as of the ____ day of _____, 2013 (the "**Effective Date**"), by and between **THE CITY OF AVENTURA**, a Florida municipal corporation ("**Licensor**"), having an office at 19200 West Country Club Drive, Aventura, Florida 33180, Attention: City Manager, and **PMG AVENTURA, LLC**, a Florida limited liability company ("**Licensee**"), having an office at 19495 Biscayne Blvd., Suite 410, Aventura, Florida 33180, Attention: Ryan Shear.

WITNESSETH:

WHEREAS, Licensor is the owner of certain real property located at 3200 NE 188 Street in the City of Aventura, Miami-Dade County, Florida, which real property is more accurately described on Exhibit "A" attached hereto and incorporated herein by reference (the "**Licensed Premises**").

WHEREAS, Licensee is the owner of certain real property which is adjacent to the Licensed Premises, which real property is more accurately described on Exhibit "B" attached hereto and incorporated herein by reference (the "**Licensee's Property**").

WHEREAS, Licensee is developing a condominium development on Licensee's Property (the "**Condominium Development**"), and, in connection therewith, will commence construction and other development activities on the Licensee's Property.

WHEREAS, Licensee desires to use the Licensed Premises in connection with the Condominium Development and Licensor desires to grant a license for such purposes pursuant to the terms of this License Agreement.

Now, therefore, in consideration of the foregoing, the covenants and agreements hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee hereby agree as follows:

1. Grant of License. Licensor hereby grants to Licensee an exclusive license to use the Licensed Premises as a sales center and office space, and for temporary construction staging, in connection with the Condominium Development on the Licensee's Property, which Licensed Premises contain approximately 1.5 acres of land. Licensee agrees to accept the Licensed Premises in "AS IS" and "WHERE IS" condition, with no representations or warranties by the Licensor as to the condition, quality or suitability of the Licensed Premises for their intended use by the Licensee. Licensor shall use reasonable efforts to cooperate and assist Licensee with the prompt processing and review of any plans submitted by Licensee to the City of Aventura Building Division in connection with Licensee's use of the Licensed Premises, as more accurately described in Section 3 below.
2. Term. The right, privilege and license hereby granted to use the Licensed Premises shall

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be for a term commencing on the Effective Date, and expiring on the eighteenth (18th) month thereafter (as such term may be extended pursuant to the terms hereof, the "Term"), provided, however, that if Licensee is not in Default of this License Agreement, Licensee may extend the Term on a monthly basis for up to six (6) months. In order to exercise the foregoing extension option(s), Licensee must provide Licensor with written notice of such extension at least seven (7) days prior to the then Term expiring. The license granted hereunder shall be irrevocable during the Term except upon a Default as provided in paragraph 16 herein.

3 Use. The Licensed Premises shall be used by Licensee for the purposes of a sales center and office space, and for temporary construction staging, in connection with the Condominium Development on the Licensee's Property (the "Permitted Use"). The Licensee agrees to use the Licensed Premises only for the Permitted Use, and for no other uses or purposes, without the prior written consent of the Licensor, in its sole and absolute discretion. Rights not specifically granted to the Licensee by this License Agreement are hereby reserved to the Licensor, and the Licensor shall have the right to grant utilities and easements to others over, under, through, across or on the Licensor's Property during the Term of this License Agreement, provided such grants(s) do not unreasonably interfere with the Licensee's use of the Licensed Premises and the rights granted pursuant to this License. In order for Licensee to use the Licensed Premises as intended hereby, it shall be necessary for Licensee to build or place improvements and/or a structure on the Licensed Premises to serve as the sales center/office (collectively, the "Improvements").

In connection with the Permitted Use and the Improvements, Licensee shall submit to the City of Aventura an application for Administrative Temporary Use Approval with required site development plans and documentation, prior to the submittal for building permit. The Licensee agrees to use the Licensed Premises and construct the Improvements pursuant to any approved Site Plan and Administrative Temporary Use Approval granted by the City of Aventura. The Licensed Premises and the Improvements, including the use(s) approved and the location of all Improvements, shall be developed in substantial conformity with the site development plans, as approved by the City of Aventura through Administrative Temporary Use Approval, said plans and approval to be on file with the City of Aventura Community Development Department ("Site Plan"). The Licensor shall reasonably cooperate and assist Licensee with the prompt processing and review of any such application and plans submitted by Licensee to the City of Aventura in connection with Site Plan approval and Administrative Temporary Use Approval for the Licensed Premises. The Licensor acknowledges that Licensee will submit applications to the City of Aventura for Administrative Temporary Use Approval and other applications and documents required for the Licensee to utilize the Licensed Premises for the Permitted Use and to construct the Improvements. To the extent that any such applications must be signed by the Licensor as the fee owner of the Licensed Premises, Licensor will review and join in such applications after approval, which approval shall not be unreasonably withheld.

All Improvements on the Licensed Premises shall be built, constructed and installed in compliance with the approved site development plans and in accordance with all applicable laws, including the attainment of all permits and approvals required for the Improvements. The Licensee shall make no other alterations, improvements or additions to the Licensed Premises except as necessary for the Permitted Use and as approved by the Licensor and as set forth in the approved Site Plan.

Licensee agrees to remove any such Improvements and/or structures placed on the Licensed Premises within sixty (60) days after the expiration of the Term and Licensee shall repair any damage to the Licensed Premises and restore same to the condition existing prior to the Licensee's use and occupancy.

Licensee shall be responsible for the timely payment of any real estate or other taxes, sales taxes, and public assessments and charges levied, assessed or imposed on the Licensed Premises and the Improvements by any governmental authority in connection with Licensee's use and occupancy of the Licensed Premises during the Term of this Agreement.

Licensor shall reasonably assist Licensee, to the extent necessary, in the provision of utilities to the Licensed Premises, with all costs of such to be paid by Licensee. Licensee shall pay for the costs of any and all utilities and services consumed on the Licensed Premises during the Term of this Agreement, including, but not limited to, electricity, water, sewer, trash/garbage removal.

4. License Fee. Licensee agrees to pay Licensor a fixed license fee (the "**License Fee**") of One Hundred Twenty Five Thousand and No/100 Dollars (\$125,000.00), for the use of the Licensed Premises during the Term. The License Fee shall be payable to Licensor in advance within three (3) business days of the full execution of this License Agreement. For each month the Term may be extended pursuant to Section 2 above, Licensee shall pay Licensor an additional fee of Six Thousand and No/100 Dollars (\$6,000.00) per month which shall be paid to Licensor in advance simultaneously with any notice to extend.

5. Maintenance of Licensed Premises. The Licensee shall be solely responsible for the maintenance and repair of the Licensed Premises and for all Improvements and/or structures built, constructed or installed by Licensee on the Licensed Premises. The Licensed Premises and all Improvements and/or structures thereon shall be maintained in good, working and neat condition.

6. Compliance with Laws. The Licensee shall comply with all applicable federal, state, county and municipal laws, ordinances, resolutions and governmental rules, regulations and orders, when using and occupying the Licensed Premises pursuant to this License Agreement. Licensee shall not commit nor permit any violations of applicable federal, state, county and municipal laws, ordinances, resolutions and governmental rules, regulations and orders, as may be in effect now or at any time during the Term of this License Agreement, all as may be amended, which are applicable to the City of Aventura, the Licensee, the Licensed Premises or the Permitted Use, the Improvements or operations conducted at the Licensed Premises. A violation of any such laws, ordinances, resolutions, rules, regulations or orders, as amended, shall constitute a material breach of this License Agreement, and in such event, the Licensor shall be entitled to exercise any and all rights and remedies hereunder and at law and in equity. The Licensor may promulgate and enforce reasonable rules and regulations governing the use of the Licensed Premises by the Licensee, and the Licensee shall provide adequate supervision of the Licensed Premises at all times during the Term of this License Agreement. If Licensee fails to cure or remedy a violation of any such laws, ordinances, resolutions, rules, regulations or

orders, within ten (10) business days after written notice of such violation setting forth in reasonable detail the claimed violation (provided, however, if such violation requires work to be performed, acts to be done or conditions to be remedied which by their nature cannot be performed, done or remedied, within such ten (10) day period, Licensee shall have such additional time as is reasonably necessary to cure such violation so long as Licensee in good faith, diligently and continuously processes the same to completion, but such cure period, in the aggregate, shall not exceed sixty (60) days from the date of the giving of such notice to Licensee), then such uncured violation shall constitute a material breach of this License Agreement, and in such event, the Licensor shall be entitled to exercise any and all rights and remedies hereunder and at law and in equity.

7. Liability; Loss and Damage. The Licensee hereby assumes all financial, administrative and legal responsibility in connection with, related to, or arising out of the use of the Licensed Premises. Nothing in this License Agreement will be construed to affect in any way the Licensor's rights, privileges, and immunities, including the monetary limitations of liability set forth in Section 768.28, Florida Statutes. The provisions of this Section will survive the termination or expiration of this License Agreement.

The Licensor shall not be liable for any loss, damage or injury of any kind or character to any person or property, including, but not limited to, and loss or damage (i) caused by any defect in any building, structure, or the Improvements on the Licensed Premises or in any equipment or other facility located thereon; (ii) caused by or arising from any act or omission of the Licensee, or of any of its agents, employees, guests or invitees; (iii) arising from any accident on the Licensed Premises or any fire or other casualty thereon; or (iv) arising from any other cause on the Licensed Premises.

8. Indemnification. The Licensee does hereby agree to defend, indemnify and hold the Licensor harmless from and against any and all claims, demands, suits, liability, losses, damages, costs or expenses (including reasonable attorneys' fees, costs, and expenses at both the trial and appellate levels) arising from, incidental to, or in any way connected with this License Agreement and Licensee's use and occupancy of the Licensed Premises, and the acts or omissions of the Licensee and its agents, servants, invitees and contractors. The provisions of this Section shall expressly survive any expiration or termination of this License Agreement.

9. Insurance. The Licensee agrees to obtain general liability insurance in an amount no less than One Million and No/100 Dollars (\$1,000,000.00) per occurrence, naming the Licensor as an additional insured and as acceptable to the Licensor, The Licensee shall furnish to the Licensor certificates of insurance evidencing the insurance coverages specified by this Section prior to the Effective Date of this License Agreement. The required certificates of insurance shall name the type of policy provided, refer specifically to this License Agreement, and state that such insurance is as required by this License Agreement. The required insurance coverage is not to cease and is to remain in full force throughout the Term of this License Agreement. The Licensor must be provided with at least thirty (30) days' notice of cancellation or non-renewal on all insurance policies.

10. Liens Against the Licensed Premises. Licensee shall not permit any mechanic's, laborer's or materialmen's lien to be filed against the Licensed Premises or any part thereof by reason of work, labor, services or materials supplied or claimed to have been supplied to Licensee. If any such lien is at any time filed against the Licensed Premises or any part thereof, Licensee, within thirty (30) days after notice of the filing, will cause such lien to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction, or otherwise. If Licensee fails to cause such lien to be discharged within the thirty (30) day period, then, in addition to any other right or remedy in the event of default by Licensee hereunder, the Licensor may, but is not obligated to, discharge such lien either by paying the amount claimed to be due or by procuring the discharge of such lien by transferring it to a bond. Any amounts paid by the Licensor in obtaining the discharge or transfer of any lien, plus all of the Licensor's costs and expenses associated with any lien, including attorneys' fees, will be paid by Licensee to the Licensor on demand. Notwithstanding the foregoing, Licensee shall have the right to contest the correctness or the validity of any such lien if, prior to the expiration of the thirty (30) day period, Licensee procures and records a bond issued by a corporation authorized to issue surety bonds in Florida. The bond must meet the requirements of local law and must provide for payment of the sum that the claimant may recover on the claim. All persons and entities contracting or otherwise dealing with Licensee relative to the Licensed Premises shall be placed on notice of the provisions of this Section.

11. Assignment. The Licensee shall not assign, transfer or otherwise dispose of this License Agreement, or any portion thereof, or permit the Licensed Premises to be used or occupied by other organizations, entities or persons, without the prior written consent of the Licensor.

12. Notices. Notices to Licensee and Licensor under this License Agreement shall be addressed to Licensee and Licensor to the addresses in the introductory paragraph of this License Agreement and shall be delivered by hand or by United States certified or registered mail, postage prepaid, return receipt requested or by overnight courier. A notice shall be considered to have been given upon personal delivery if personally delivered, the date delivery is confirmed by an overnight courier if sent by overnight courier or three (3) business days after posting in the United States mails if mailed.

13. Entire Agreement. This License Agreement contains the complete exclusive and entire agreement between Licensor and Licensee regarding use of the Licensed Premises, and supersedes any and all prior oral and written agreements between Licensor and Licensee regarding such matters. This License Agreement may be modified only by an agreement in writing signed by both Licensor and Licensee.

14. Benefits; Binding Effect; Attorney's Fees. This License Agreement shall be binding upon and inure to the benefit of the heirs, legal representatives and successors of Licensor, the mortgage holders of the Licensor's Property and Licensee, and shall be construed and enforced in accordance with the laws of the State of Florida. Venue for any litigation, which may arise in connection with this License Agreement, shall be in Miami-Dade County, Florida. In the event of any litigation concerning this License Agreement, the prevailing party shall be entitled to have its attorney's fees and court costs paid by the losing party.

15. Severability. If any covenant or provision of this License Agreement, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the

remainder of this License Agreement or the application of such, covenant or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each and every covenant and provision of this License Agreement shall be valid and be enforced to the fullest extent permitted by law.

16. Events of Default. If Licensee (i) shall fail to pay to Licensor as and when due the License Fee, or (ii) shall otherwise not comply with the terms and conditions of this License Agreement, then and in any of such events, Licensee will be deemed to be in "Default". If Licensee shall be in Default, Licensor will have any and all rights and remedies in law or in equity which the law of Florida confers upon a Licensor against a Licensee in breach or default, including, without limitation, the right to terminate this License Agreement. If Licensor (i) shall interfere with Licensee's use of the Licensed Premises as contemplated hereby, or (ii) shall otherwise not comply with the terms of this License Agreement, then and in any of such events, Licensor will be deemed to be in "Default". If Licensor (i) shall interfere with Licensee's use of the Licensed Premises as contemplated hereby, or (ii) shall otherwise not comply with the terms of this License Agreement, then and in any of such events, Licensor will be deemed to be in "Default". If Licensor shall be in Default, Licensee will have any and all rights and remedies which the law of Florida confers upon a Licensee against a Licensor in breach or default. Notwithstanding anything stated herein to the contrary, prior to constituting a "Default" it shall be necessary for the non-defaulting party to notify the defaulting party of its default and provide such party with ten (10) days to cure the alleged default.

17. Police and Regulatory Powers. The Licensor cannot, and hereby specifically does not, waive or relinquish any of its regulatory approval or enforcement rights and obligations as it may relate to regulations of general applicability which may govern the Licensed Premises or any operations at the Licensed Premises. Nothing herein shall be deemed to create an affirmative duty on the Licensor to abrogate its sovereign right to exercise its police powers and governmental powers by approving or disapproving or taking any other action in accordance with its ordinances, rules and regulations, federal laws and regulations and state laws and regulations.

18. WAIVER OF TRIAL BY JURY. THE PARTIES HERETO SHALL, AND THEY HEREBY WAIVE, TRIAL BY JURY IN ANY ACTION PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LICENSE AGREEMENT, THE RELATIONSHIP OF LICENSOR AND LICENSEE, LICENSEE'S USE OF THE LICENSED PREMISES AND/OR ANY CLAIM OR INJURY OR DAMAGE.

19. Gender. The terms "Licensor" and "Licensee" as herein contained shall include the singular and/or the plural, the masculine, the feminine, and/or the neuter, the heirs, successors, executors, administrators, personal representatives and/or assigns, wherever and whenever the context so requires or admits.

20. Captions. The captions of the various paragraphs of this License Agreement have been inserted for the purposes of convenience only. Such captions are not a part of this License Agreement and shall not be deemed in any manner to modify, explain, enlarge or restrict any of

the provisions contained in this License Agreement.

21. Counterparts. This License Agreement may be executed in several counterparts, all of which shall constitute one and the same License Agreement between Licensor and Licensee.

22. Effective Date: The Effective Date of this License Agreement shall be the date when the last one of Licensor or Licensee has signed this License Agreement.

23. Non-Discrimination. Licensee agrees that there will be no discrimination against any person based upon race, color, sex, religious creed, ancestry, national origin, mental or physical handicap, in the use or operation of the Licensed Premises.

24. Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit. Pursuant to §404.056(8), Florida Statutes.

25. Collateral Assignment; Lender. Provided Licensee is not in Default of this License Agreement at such time, Licensee shall have the right to collaterally assign its interest in this License Agreement ("**Collateral Assignment**") provided that any such assignment shall be subject to the provisions of this License Agreement. If Licensee shall have executed and delivered a Collateral Assignment and the holder thereof ("**Licensee's Lender**") shall have provided written notice to Licensor to such effect giving its name and address:

(a) Licensor shall give notice to such Licensee's Lender of each notice of Default given to Licensee under this License Agreement.

(b) Such Licensee's Lender shall have the right, for a period of sixty (60) days from the date of the notice of Default to remedy or cause to be remedied any breach or Default which is the basis of a notice and Licensor shall accept performance by such Licensee's Lender as performance by Licensee.

(c) In case of Default by Licensee under this License Agreement, other than a Default in the payment of money or a Default susceptible of being cured by the payment of a sum of money, Licensor shall take no action to effect a termination of this License Agreement by service of a notice or otherwise, without first giving to such Licensee's Lender prior written notice and the Non-Monetary Cure Period (as hereafter defined) within which either (i) to obtain possession of the Licensed Premises and the Improvements (including possession by a receiver) and to cure such Default when such Licensee's Lender has either obtained possession of the Premises and the Improvements or has the right and ability to cure same (acting reasonably), or (ii) to institute and complete enforcement proceedings or otherwise acquire Licensee's interest or license under this License Agreement and cure upon obtaining possession.

As used herein, the "**Non-Monetary Cure Period**" shall mean such time as Licensee's Lender reasonably requires to cure such Default, not to exceed sixty (60) days from the notice of Default provided to Licensee's Lender by the Licensor; provided, however, if Licensee's Lender

continues to diligently pursue enforcement proceedings to obtain possession of the Licensed Premises and Improvements, then Licensee's Lender shall have ninety (90) days additional time beyond expiration of the sixty (60) day period as reasonably required by Licensee's Lender to complete such enforcement proceedings and to effect the cure of the Default by Licensee under the License Agreement.

If in connection with this subparagraph (c), if Licensee's Lender elects to proceed to acquire possession of the Licensed Premises and the Improvements and Licensee's interest in this License Agreement, or to commence an enforcement proceeding on the Collateral Assignment or otherwise to extinguish Licensee's interest in the Licensed Premises, Licensee's Lender shall deliver to Licensor an instrument in writing duly executed and acknowledged wherein the holder of the Collateral Assignment agrees that (i) during the period that such holder shall be in possession of the Licensed Premises and the Improvements and/or during the pendency of any such enforcement or other proceedings and until the interest of Licensee in this License Agreement shall terminate, as the case may be, it will pay or cause to be paid to Licensor any monthly fees and any other amounts due from Licensee pursuant to this License Agreement (including past due) and from time to time becoming due under this License Agreement; and (ii) if delivery of possession of the Licensed Premises and the Improvements shall be made to such Licensee's Lender (or to its nominee), whether voluntarily or pursuant to any enforcement proceedings or otherwise, such holder shall, promptly following such delivery of possession, perform or cause such nominee to perform, as the case may be, all the covenants and agreements herein contained on Licensee's part to be performed to the extent that Licensee shall have failed to perform the same to the date of delivery of possession, as aforesaid. Nothing herein contained shall affect the right of Licensor, upon the subsequent occurrence of any Default by Licensee, to exercise any right or remedy herein reserved to Licensor, subject to the rights of the Licensee's Lender under this Section with respect to such Default.

(d) Whether or not a Default has occurred, Licensee's Lender shall be permitted to extend the Term for up to the six (6) month period set forth in Section 2 in accordance with the provisions of Section 2 and upon simultaneous payment of the fee of \$6,000 per month required in Section 4.

(e) Licensor, without the prior written consent of the Licensee's Lender (which consent shall not be unreasonably delayed or withheld), shall not (a) consent to or accept any voluntary cancellation, termination or surrender of this License Agreement, whereby Licensor shall have the right to accept any such cancellation, termination or surrender of this License Agreement, or (b) amend this Section 25 or otherwise materially amend or modify this License Agreement. Additionally, in the event that this License Agreement is terminated by result of any action (including rejection of this License Agreement in any bankruptcy proceeding) other than as provided for herein, and if Licensee's Lender shall not have been provided with the opportunity to cure a Default and acquire the Licensee's interest in accordance with subparts (b) or (c) above, then in that event Licensor shall give Licensee's Lender notice of such event and Licensee's Lender shall have thirty (30) days from its receipt of such notice in which to enter in to a new license with the Licensor on the same terms and conditions of this License Agreement, for a term which is co-terminus with the remaining Term of this License Agreement.

26. Estoppel Information. Licensor shall, from time to time, upon reasonable written request,

provide a Licensee's Lender with estoppel information as to the status of this License Agreement.

27. Prevailing Party; Attorneys' Fees. In the event of any controversy, claim, dispute or litigation between the parties arising from or relating to this License Agreement (including, but not limited to, the enforcement of any indemnity provisions), the prevailing party shall be entitled to recover reasonable costs, expenses and attorneys' fees including, but not limited to, court costs and other expenses through all appellate levels.

[The Remainder of this Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed this License Agreement on the dates written below their signatures.

LICENSOR:

THE CITY OF AVENTURA, a Florida municipal corporation

ATTEST:

By: _____

Name: _____

Title: _____

Date Executed: _____

Approved as to Form and
Legal Sufficiency:

City Attorney

IN WITNESS WHEREOF, the parties have executed this License Agreement on the dates written below their signatures.

LICENSEE:

Witnesses:

Print Name: _____

Print Name: _____

PMG AVENTURA, LLC, a Florida Limited Liability Company

By: _____

Name: _____

Title: _____

EXHIBIT "A"

LICENSED PREMISES

EXHIBIT "B"

LICENSEE'S PROPERTY

LICENSOR ESTOPPEL CERTIFICATE AND AGREEMENT

This LICENSOR ESTOPPEL CERTIFICATE AND AGREEMENT (this "**Agreement**"), dated effective for all purposes this day of _____, 2013, is entered into by the **City of Aventura, a Florida municipal corporation ("Licensor")**, having an address at 19200 West Country Club Drive, Aventura, Florida 33180, Attention: City Manager, for the benefit of **ColFin Aventura Funding, LLC**, a Delaware limited liability company (together with its successors and/or assigns, collectively "**Lender**"), having an address at c/o Colony Capital LLC, 2450 Broadway, 6th Floor, Santa Monica, California, 90404, Attention: Legal Director and is joined and consented to for all purposes by **PMG Aventura, LLC**, a Florida limited liability company ("**Licensee**").

RECITALS

A. Licensee is the licensee and Licensor is the licensor under that certain License to Use Real Property (the "**License Agreement**") dated as of _____, 20___, by and between Licensor and Licensee covering the premises described therein and located at 3200 NE 188th Street, Aventura, Florida (the "**Licensed Premises**").

B. The License Agreement is evidenced by that certain Memorandum of License Agreement dated _____, 2013 and recorded on _____, 20___ in Official Records Book _____ at Page _____ of the Public Records of Miami-Dade County, Florida (the "**Memorandum**").

C. On January 10, 2013, Lender made a loan to Licensee in the principal sum of \$22,250,000 (the "**Loan**"), evidenced by, *inter alia*, a promissory note in the original principal amount of the Loan made by Licensee and payable to the order of Lender (as the same may be amended, restated, replaced, severed, consolidated, supplemented or otherwise modified from time to time, the "**Note**") and a loan agreement by and between Lender and Licensee (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "**Loan Agreement**"); and secured by, *inter alia*, a first lien collateral assignment of license agreement dated January 10, 2013 encumbering Licensee's interest in the Licensed Premises under the License Agreement (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "**Collateral Assignment**"; and together with the Note, the Loan Agreement and all other documents, instruments and agreements evidencing, securing or otherwise entered into in connection with the Loan, each as may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "**Loan Documents**").

D. The execution and delivery of this Agreement by Licensor is a condition subsequent to Lender making the Loan to Licensee.

E. Capitalized terms used in this Agreement but not otherwise defined herein shall have the respective meanings assigned to such terms in the License Agreement.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and adequacy of which are hereby conclusively acknowledged, Licensor does hereby certify to and agree with Lender as follows:

1. As of the date of this Agreement, the License Agreement is valid and in full force and effect and has not been modified or amended and a true and complete copy of the License Agreement is attached hereto as **Exhibit "A"**. The License Agreement and the Memorandum constitute the entire agreement between Licensor and Licensee regarding Licensee's license of the Licensed Premises and, except for the terms and conditions set forth in any Administrative Temporary Use Approval, and/or any other development approval issued by the City of Aventura in connection with the use and development of the Licensed Premises, there are no other written or oral agreements of any kind between Licensor and Licensee affecting the License Agreement or Licensee's license of the Licensed Premises. Lender acknowledges and agrees that the Licensed Premises shall be subject to the terms and conditions of any Administrative Temporary Use Approval or other development approval or order issued by the City of Aventura governing use of the Licensed Premises and any development and construction the Improvements thereon. To the best knowledge and belief of Licensor, no default exists on the part of the Licensee under the License Agreement and, to the best knowledge of Licensor, there is no existing circumstance which, with the delivery of notice or the passage of time or both, would give rise to or ripen into such a Default.

2. The term of the License Agreement commenced on _____, 2013 and the term of the License Agreement will expire on _____, 20__.

3. The \$125,000 License Fee for the initial Term has been paid by Licensee to Licensor.

4. Licensor consents to the Collateral Assignment and acknowledges and agrees that the encumbrance of Licensee's interest in the Licensed Premises and the License by the Collateral Assignment does not and shall not constitute a Default under the License Agreement.

5. Pursuant to Section 25 of the License Agreement, Licensor acknowledges that the Lender is entitled to all rights, privileges and notices accorded to the holder of a Collateral Assignment under the terms of the License Agreement. Licensor further acknowledges that Licensor has received notice of Lender's name and address as set forth above.

6. Lender may, at any time, without Licensor's consent, sell, assign, participate or securitize all or any portion of the Loan and Lender's right and obligations under the Collateral Assignment and the other Loan Documents, and any such sale, assignment, participation or securitization may be to one or more financial institutions or other entities, to private investors, and/or into the public securities market, in Lender's sole discretion. Licensor acknowledges and agrees that any securitization vehicle in connection with a securitization of the Loan, including, without limitation, a real estate mortgage investment conduit or CDO, shall be deemed a Collateral Assignment for all purposes under the License Agreement. In the event Lender sells, assigns, participates, or securitizes all or any portion of the Loan, Lender shall provide written

notice of such action to Licensor which notice shall provide the name and address of a designated party or entity entitled to receive notice under Section 25 of the License Agreement.

7. Subject to the terms and conditions of the License Agreement, Licensor acknowledges and agrees that Lender (or its nominee or designee) or a purchaser at an enforcement action may acquire the License Agreement and Licensee's interest in the Licensed Premises whether through an enforcement action or otherwise, and upon such party's acquisition of the License Agreement and Licensee's interest in the Licensed Premises, and written notice to the Licensor of such assignment or acquisition, Licensor shall recognize such party as licensee under the License Agreement and such party shall be subject to all terms and conditions of the License Agreement. Licensor further acknowledges and agrees that any other party may acquire the License Agreement and license to the Licensed Premises directly from any of the parties described in the foregoing sentence without Licensor's consent, and Licensor shall recognize such party as licensee under the License Agreement.

8. Licensor acknowledges and agrees that (a) Lender shall be an additional insured under all of Licensee's insurance policies relating to the Licensed Premises; and (b) Lender shall have the right to participate in any insurance settlement affecting the Licensed Premises.

9. Licensor agrees to accept performance by Lender of any obligation on Licensee's part to be performed under the License Agreement with the same force and effect as though performed by Licensee; provided, however, that the Lender shall not become liable for Licensee's obligations under the License Agreement unless and until such Lender acquires the interest of Licensee in the License Agreement.

10. Licensor acknowledges that Licensee shall have no right to exercise any termination option or termination right set forth in the License Agreement without the Lender's prior written consent, which consent may not be unreasonably delayed or withheld. No amendment, modification, voluntary termination, cancellation or surrender of the License Agreement by Licensee or mutual termination of the License Agreement between Licensor and Licensee shall be effective without the prior written consent of the Lender, which consent may not be unreasonably delayed or withheld by the Lender. Licensor will not, without the prior written consent of Lender (which consent may not be unreasonably delayed or withheld by the Lender), consent to or accept any cancellation or termination by the Licensee of the License Agreement or any provision thereof.

11. Licensor agrees that the Collateral Assignment and other Loan Documents may provide that the Lender may remove any Improvements and any inventory, equipment or other personal property, and all products and proceeds of the foregoing, that may be removed without material damage to the Licensed Premises and that are located on the Licensed Premises and used by Licensee in the operation of business conducted on the Licensed Premises (collectively, the "**Property Collateral**"), or any part thereof, from the Licensed Premises, and Licensor will not object, delay, hinder or interfere with any or all of such actions by the Lender, provided, however, that any damage to the Licensed Premises shall be repaired and the Licensed Premises restored to their condition existing prior to the Licensee's use and occupancy.

12. In the event of any conflict between the terms of this Agreement and the terms of the License Agreement, the terms of the License Agreement shall govern and control. All terms of the License Agreement shall remain in full force and effect.

13. All notices to Licensor hereunder or under the License Agreement from Lender shall be delivered in accordance with Section 12 of the License Agreement at the address for Licensor set forth therein, or at such other address of which written notification delivered in accordance with Section 12 of the License Agreement has been given. All notices hereunder or under the License Agreement from Licensor to Lender shall be deemed to have been sufficiently given or served for all purposes when delivered in writing by (i) certified United States Mail, postage prepaid, return receipt requested, (ii) hand delivered with a request for a written receipt of acknowledgement of delivery, at its address set forth herein below, or at such other address of which written notification delivered in accordance with the foregoing procedures has been given:

ColFin Aventura Funding, LLC
c/o Colony Capital, LLC
2450 Broadway, 6th Floor
Santa Monica, CA 90404
Attention: Legal Director
Telephone: 310-282-8820
Facsimile: 310-282-8808

With a copy to:

ColFin Aventura Funding, LLC
c/o Colony Capital, LLC
660 Madison Avenue, Suite 1600
New York, N.Y. 10065
Attention: David Schwarz
Telephone: 212-330-3330
Facsimile: 646-837-5324

and

Marshall R. Pasternack, Esquire
Bilzin Sumberg Baena Price & Axelrod LLP
1450 Brickell Avenue, 23rd Floor
Miami, Florida 33131
Telephone: 305-350-2356
Facsimile: 305-351-2247

14. This Agreement shall be governed by the internal laws of the State of Florida, without reference to choice of law principles. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original and all such counterparts together shall constitute one and the same instrument. This Agreement

may not be modified except by an agreement in writing signed by Licensor and Lender or their respective successors in interest.

15. Licensor agrees that this Agreement shall be binding upon Licensor and its successors and assigns and may be relied upon by and shall inure to the benefit of Lender and its successors and assigns.

[Signatures commence on the following page]

IN WITNESS WHEREOF, Licensor and Lender have executed this Agreement as of the day and year first above written.

LICENSOR:

CITY OF AVENTURA, a municipal corporation

By: _____
Title: _____

ATTEST:

City Clerk

Approved as to form and correctness:

City Attorney

LENDER:

COLFIN Aventura Funding, LLC, a Delaware Limited Liability Company

By: _____
Name: _____
Title: _____

LICENSEE JOINDER

Licensee hereby joins in the execution of the foregoing Agreement to acknowledge and agree to the provisions thereof in all respects, including any amendment or modifications to the License Agreement effected by such Agreement.

PMG AVENTURA, LLC, a Florida limited liability company

By: _____
Name: _____
Title: _____

EXHIBIT A
LICENSE AGREEMENT

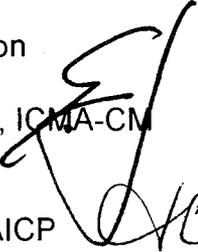
[Attached]

CITY OF AVENTURA

COMMUNITY DEVELOPMENT DEPARTMENT

MEMORANDUM

TO: City Commission

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

BY: Joanne Carr, AICP
Community Development Director 

DATE: December 17, 2012

SUBJECT: Application to Amend the Official Zoning Map of the City of Aventura by amending the zoning designation for property at 20605 NE 34 Avenue, containing 0.51 acres more or less, from RS2, Single Family Residential District to RMF3A, Multifamily Medium Density Residential District. (01-REZ-13)

January 8, 2013 Local Planning Agency Agenda Item 4

January 8, 2013 City Commission Meeting Agenda Item 7

February 5, 2013 City Commission Meeting Agenda Item 8

RECOMMENDATION

It is recommended that the City Commission approve an amendment of the Official Zoning Map of the City of Aventura by amending the zoning designation for the parcel of land with municipal address 20605 NE 34 Avenue, containing 0.51 acres, more or less, from RS2, Single Family Residential District, to RMF3A, Multifamily Medium Density Residential District, with acceptance of the applicant's proffer to prepare and record in the Public Records of Miami-Dade County, at its expense and in a form satisfactory to the City Attorney, a covenant restricting the density on the property to no more than five (5) residential dwelling units.

THE REQUEST

The applicant, Aventura 34th AV, LLC, is requesting an amendment of the Official Zoning Map of the City of Aventura by amending the zoning designation for the parcel at

the northeast corner of NE 34 Avenue and North Country Club Drive with municipal address 20605 NE 34 Avenue from RS2, Single Family Residential District to RMF3A, Multifamily Medium Density Residential District. (See Exhibit #1 for Letter of Intent)

BACKGROUND

OWNER OF PROPERTY: 5 AV, LLC
NAME OF APPLICANT Aventura 34th AV, LLC
LOCATION OF PROPERTY 20605 NE 34 Avenue
See Exhibit #2 for Location Map
SIZE OF PROPERTIES Approximately 0.51 acres

BACKGROUND

This site is a vacant parcel of land on the east side of NE 34 Avenue at North Country Club Drive, formerly known as a private park named "George Berlin Park." It contains approximately 0.51 acres.

The site is currently designated Medium High Density Residential on the City's Future Land Use Map and zoned RS2, Single Family Residential District on the City's zoning map.

HISTORY

Historically, during development of the Country Club Drive area, this parcel was used as private open space and had signs erected by private parties designating it as "George Berlin Park." Upon enactment of the City's Land Development Regulations in July of 1999, this parcel of land was zoned CF, Community Facilities District, to recognize its past and then current use as a private park.

In 2004, the landowners applied to the City Commission for rezoning of this parcel from CF, Community Facilities District, to RMF4, Multifamily High Density Residential District. That request was denied by the City Commission because it did not meet the standards for review of amendments to the Official Zoning Map as set out in Section 31-77(f) of the City Code.

On October 1, 2005, the City of Aventura and the landowners, Aventura-Ensenada, Inc., and Aventura Land and Development Corporation, entered into a Settlement Agreement in connection with the subject property, (Resolution 2005-61, passed and adopted on October 11, 2005). The terms of the Settlement Agreement included consideration of the rezoning of the property from Community Facilities to RS2, Single Family Residential District and development of five (5) single family dwelling units.

The rezoning of this property to the RS2, Single Family Residential District, was subsequently granted pursuant to Ordinance No. 2005-16 passed on November 1, 2005.

The property was sold after passage of the rezoning ordinance and the new owner submitted a site plan that complied with the terms of the Settlement Agreement and with the site development criteria of the RS2 zoning district. That site plan was approved, along with an entrance feature approval in 2007 and these approvals remain in place to date. The approved site plan for the five (5) single family dwellings is attached as Exhibit #3 to this report.

ANALYSIS

The applicant is a new purchaser of the parcel and wishes to build the same number of units as approved by the Settlement Agreement, however, the applicant desires to build those units vertically in a multi-family residential structure, rather than by way of separate single family homes. The applicant has submitted its administrative site plan approval application concurrent with this application for rezoning. The proposal is a six (6) story building, with parking on the first floor and one unit on each of five (5) floors. Each unit has approximately 4,340 square feet of interior space with 1,625 square feet of balcony space. Proposed height is 66 feet to the roof deck. Amenities for the building are proposed on the roof deck, including a pool, deck and enclosed recreation room. The top of the recreation room roof is proposed at 77 feet. The proposed site plan for the proposed building is attached as Exhibit #4 to this report.

The current RS2 zoning district allows zero lot line single family detached dwellings, with a maximum of 25 dwelling units per acre (restricted by recorded covenant to a maximum of five (5) units on this parcel) and a maximum height of three (3) stories or 55 feet.

In order to develop the proposed vertical multifamily residential building, the applicant is requesting a rezoning to RMF3A, Multifamily Medium Density Residential District. This zoning category permits multifamily residential buildings with a maximum density of 45 dwelling units per acre and a maximum height of seven (7) stories or 80 feet. The applicant has proffered a restrictive covenant to restrict the maximum number of dwelling units to five (5) as previously approved in 2005 and to record a covenant to that effect. This proffer has been added to the proposed rezoning ordinance.

Future Land Use Designation

Subject Property:	Medium High Density Residential
Properties to the North:	Water
Properties to the South:	Parks & Recreation and Medium-High Density Residential
Properties to the East:	Medium-High Density Residential

Properties to the West: Medium-High Density Residential

Zoning

Subject Property: RS2, Residential Single Family District
Properties to the North: RMF4, Multifamily High Density Residential District
Properties to the South: ROS, Recreation Open Space and
RMF4, Multifamily High Density Residential District
Properties to the East: RMF4, Multifamily High Density Residential District
Properties to the West: RMF4, Multifamily High Density Residential District

Existing Land Use

Subject property: vacant
Properties to the North: condominium boat slips
Properties to the South: residential condominium and townhomes
and golf course
Properties to the East: residential condominium
Properties to the West: residential condominium

Access – The parcel access is from NE 34 Avenue. The applicant's concurrent administrative site plan application indicates that the location of the access approved on the 2007 site plan and a similar entry gate approved also approved in 2007 will remain the same.

Conformity to City Comprehensive Plan – The proposed amendment conforms to the City's Comprehensive Plan. The existing future land use designation is Medium-High Density Residential. The type of housing typically permitted in this category includes low, medium and high rise apartments.

Standards for reviewing proposed amendments to the Official Zoning Map found in Section 31-77 of the Land Development Regulations:

1. *Whether or not the proposed amendment is consistent with goals, objectives and policies of the City's Comprehensive Plan.*

The proposed amendment will be consistent with goals, objectives and policies of the City's Comprehensive Plan. The existing future land use designation for this parcel is Medium-High Density Residential.

2. *Whether or not the proposed zoning district is compatible with the surrounding area's zoning designation(s) and existing uses.*

The proposed zoning district is compatible with the surrounding area's zoning designation(s) and existing uses. The buildings immediately to the east, west and south are zoned RMF4, which is the multifamily high density residential district. The

property immediately to the north, although developed as a marina condominium, is also zoned RMF4. The heights of existing buildings to the east, west and south respectively range from eight (8) stories (Ensenada condominium), 18 stories (Bonavista condominium), two (2) stories (DeVista townhomes) to 25 stories (DeVista condominium). The height for the proposed building which is the subject of this application is six (6) stories.

3. *Whether or not the subject property is physically suitable for the uses permitted in the proposed district.*

The subject property is physically suitable for the uses permitted in the proposed district. A conceptual site plan for the proposed development has been submitted to show lot configuration and access.

4. *Whether or not there are sites available in other areas currently zoned for such use.*

There is a vacant site at NE 207 Street and NE 30 Avenue that is zoned for RMF3A uses.

5. *If applicable, whether or not the proposed change will contribute to redevelopment of an area in accordance with an approved redevelopment plan.*

This standard is not applicable to this proposed amendment.

6. *Whether or not the proposed change would adversely affect traffic patterns or congestion.*

There is no change in density proposed from the existing zoning category. The applicant proposes to use driveway access from NE 34 Avenue, which was previously approved by the City in 2007. Therefore, the proposed change will not adversely affect traffic patterns or congestion. The applicant will be required, as part of the site plan approval process, to reconfigure the existing median on NE 34 Avenue to ensure safe traffic movements in and out of the proposed development. The City is in the approval process to construct a right turn lane on North Country Club Drive across the northerly frontage of this site. The proposed development will not adversely affect that construction project since the applicant's driveway access is proposed from NE 34 Avenue.

7. *Whether or not the proposed change would adversely impact population density such that the demand for water, sewers, streets, recreational areas and facilities, and other public facilities and services would be adversely affected.*

There is no increase in population density proposed by this rezoning application due to the applicant's proffer to restrict development to five (5) residential units which is the same as the existing density restriction on this property. Therefore, the proposed change would not adversely affect population density such that the

demand for water, sewers, streets, and other public facilities and services would be adversely affected.

8. *Whether or not the proposed change would have an adverse environmental impact on the vicinity.*

The proposed change will not have an adverse environmental impact on the vicinity.

9. *Whether or not the proposed change would adversely affect the health, safety, and welfare of the neighborhood or the City as a whole.*

The proposed change will not adversely affect the health, safety, and welfare of the neighborhood or the City as a whole. The proposed vertical development of five (5) residential units will be a benefit to the community by way of increased setbacks, increased landscaped area and decreased lot coverage as compared to the existing approval for five (5) single family homes.

Traffic Generation – There will be no increase in traffic generation due to this rezoning application. The existing density of five (5) units on this site will remain the same as currently approved. This maximum density of five (5) units will be enforced by the proffered restrictive covenant to be recorded by the applicant, at its expense.

School Impacts – The application has been provided for comment to the Miami Dade County School Board in accordance with the Interlocal Agreement entered into between the City and the Board. Also in accordance with the Interlocal Agreement, the School Board has been invited as a non-voting member of the Local Planning Agency for this application.

The School Board has previously reserved public school concurrency for the five (5) single family homes approved in 2007. Since the development has changed from five (5) single family homes to five (5) multifamily units, the School Board is processing the application through its concurrency management system. The Board's analysis is not complete as of the date of writing of this report, however, it is anticipated that this development will continue to meet the level of service standard. If for some reason it is determined by the School Board that it does not meet that service standard, the applicant will be required to reach a mitigation agreement acceptable to the School Board and the City, as set out in our Interlocal Agreement for Public School Concurrency. City staff will report on this item at second reading of the ordinance.

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

November 30, 2012

Joanne Carr
City of Aventura
Government Center
19200 W. Country Club Drive, 4th Floor
Aventura, Florida 33180

**Re: Application for Rezoning of Property Located at 20605 N.E. 34th Avenue
Folio No. 28-1235-090-0010 (the "Property")**

Dear Ms. Carr:

LETTER OF INTENT

Please consider this our formal letter of intent in connection with a request to rezone the Property. This firm represents the applicant, Aventura 34th AV, LLC, as the contract purchaser of the Property.¹

The Property is owned by 5 AV, LLC, which previously obtained administrative site plan approval for five residential units, a variance related to enclosed parking spaces and an entrance feature for a controlled access gate. The City of Aventura granted extension of these approvals, and the approvals remain valid at this time.

The Property is currently zoned RS-2 and is designated medium-high density residential on the City of Aventura's Comprehensive Land Use Plan. As the City is aware, the Property was the subject of a settlement agreement related to the area formerly known as George Berlin Park. A complete history of the Property is part of Administrative Site Plan Approval 04-SP-06.

Our client requests the Property be rezoned from RS-2 to RMF-3A. While the RMF-3A zoning district authorizes a much higher density, our client intends to develop only five units, the same number currently approved under the existing ASPR. The purpose of the request for RMF-3A zoning is not to maximize density on the Property, but to develop the five units in a

¹ The application inquires whether there is an option to purchase or lease the Property predicated on the approval of this application. There is a contract to purchase the Property; however, the purchase is not predicated on approval of this application. Therefore, while we marked "no" under this question, we did specifically disclose the contract purchaser in the Disclosure of Interest section and are specifically disclosing the existence of a contract for purchase.

MIAMI 3427386.1 80043/41289

**Exhibit #1
01-REZ-13**

single structure. The current RS-2 zoning only permits the units as detached dwelling units. Therefore, in order to assure the City that our client is only seeking the total of five units, as part of this application, our client will voluntarily proffer a covenant limiting development parameters, including limiting density to a maximum of five units.

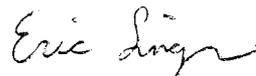
The proposed rezoning contains several benefits over the existing plan. The current ASPR approval contains five free-standing single family homes on the slightly more than half-acre Property. In order to accommodate the structures, the more liberal RS-2 zoning setbacks were utilized, some, as low as six feet.

The proposed new development, if the rezoning is granted, will be a five-unit residential structure consisting of ground-level and surface parking with five stories of residential above the ground floor parking with one unit per floor. By combining the five units into a single structure, on-site circulation is enhanced, parking is increased, and the developer is able to create an attractive glass feature façade with extensive balconies. Because the site is approximately one-half acre, centralizing the structure on the parcel and abiding by the increased 25-foot setbacks on all sides creates an overall more functional site.

Our client intends to proceed immediately with administrative site plan approval for a new development. On the proposed plans, the roof, in addition to the cooling and mechanical equipment, contains a pool, landscaping and an indoor recreational room. These features result in an attractive exterior to the adjacent, higher and denser residential developments. As part of the new administrative site plan application, our client will also proffer a declaration of restrictions, to preclude the conversion of the recreational room or any roof area to residential space, as well as limiting the mean roofline for the residential units to a maximum of 66 feet in height, and the top of the recreational room to a maximum of 80 feet in height.

Based on the foregoing, we respectfully request the above application for rezoning be approved. Should you have any questions, please contact me at 305-350-2351.

Sincerely,



Fol Brian Adler

BSA/mp



BROWARD COUNTY

DADE COUNTY

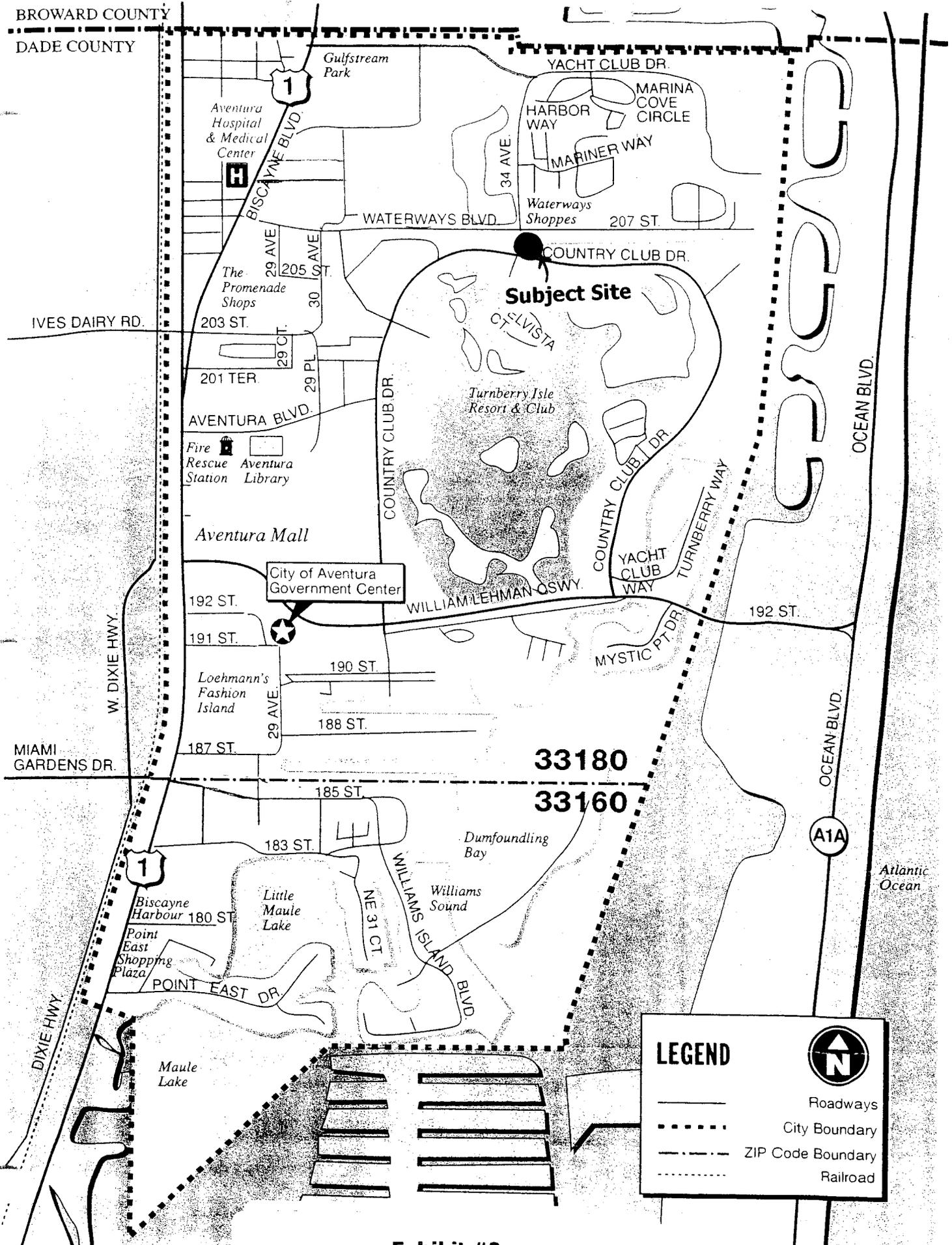


Exhibit #2
01-REZ-13

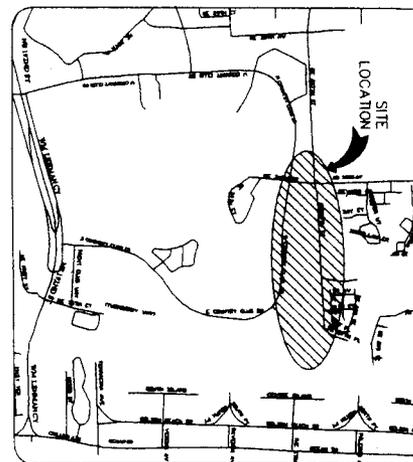
Site Plan

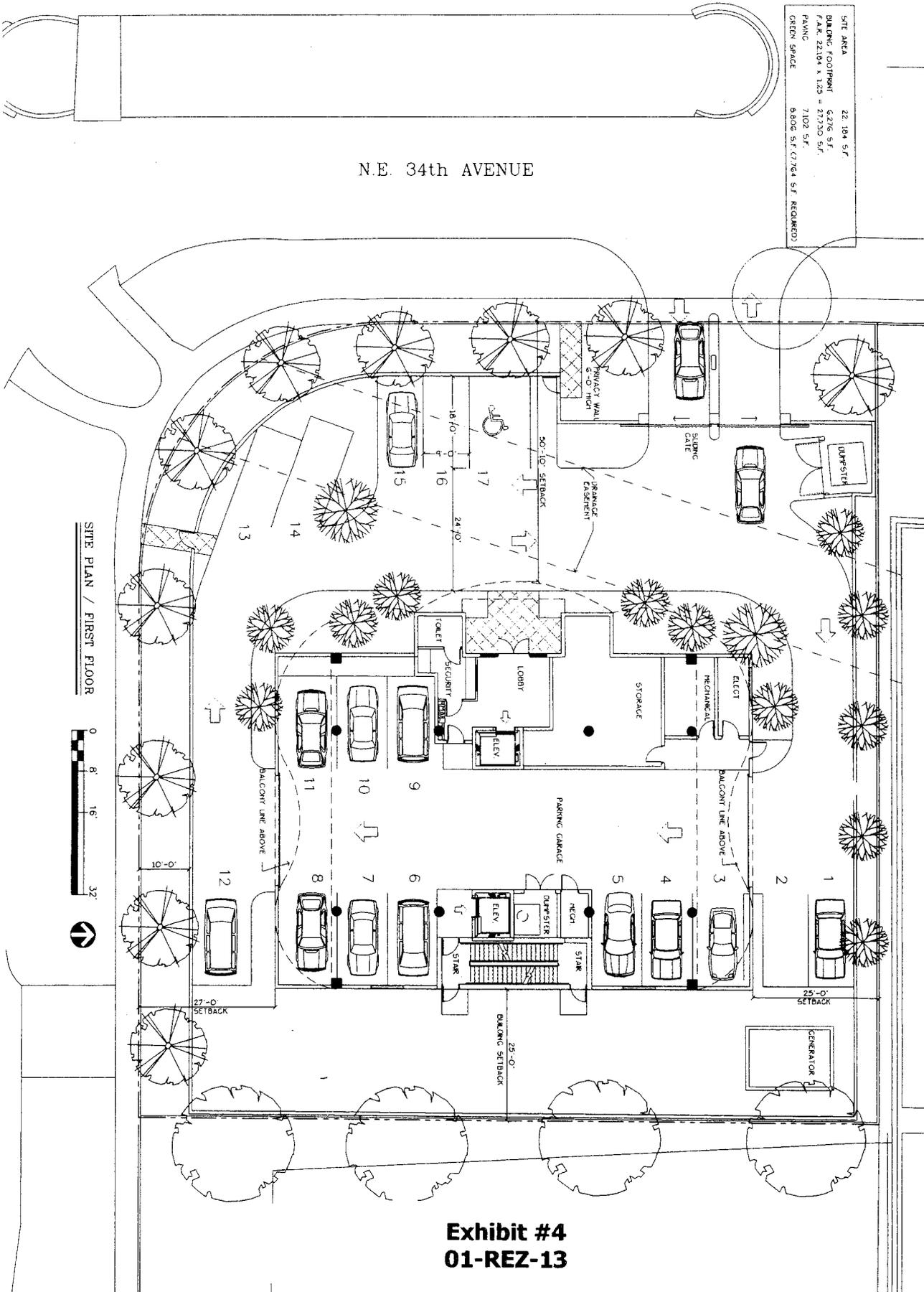


Exhibit #3
01-REZ-13

LOT	REQUIREMENTS		PROVIDED
	FRONT	REAR	
Lot 1	FRONT	10'-0" MAX (60%)	17'-0"
	SIDE	6'-0" MIN (60%)	0
	SIDE STREET	16'-0"	16'-0"
	REAR	18'-0"	18'-0"
Lot 2	FRONT	10'-0" MAX (60%)	17'-0"
	SIDE	6'-0" MIN (60%)	0
	SIDE STREET	16'-0"	16'-0"
	REAR	18'-0"	18'-0"
Lot 3	FRONT	10'-0" MAX (60%)	17'-0"
	SIDE	6'-0" MIN (60%)	0
	SIDE STREET	16'-0"	16'-0"
	REAR	18'-0"	18'-0"
Lot 4	FRONT	10'-0" MAX (60%)	17'-0"
	SIDE	6'-0" MIN (60%)	0
	SIDE STREET	16'-0"	16'-0"
	REAR	18'-0"	18'-0"
Lot 5	FRONT	10'-0" MAX (60%)	17'-0"
	SIDE	6'-0" MIN (60%)	0
	SIDE STREET	16'-0"	16'-0"
	REAR	18'-0"	18'-0"

LOCATION MAP





2.1	DATE: 9/14/13 DRAWN BY: CJA CHECKED BY: JZB PROJECT NO.: 130	AVENTURA CONDOMINIUM 20605 N.E. 34th AVE., AVENTURA, FLORIDA SITE PLAN 3/32"=1'-0"	SEAL	ALAN STRASSLER ARCHITECTS, INC. <small> 10000 BAYVIEW BLVD., SUITE 100 FORT LAUDERDALE, FLORIDA 33304 (954) 451-1111 FAX (954) 451-1112 COPYRIGHT © 2013 ALAN STRASSLER ARCHITECTS, INC. ALL RIGHTS RESERVED </small>
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APPLICANT REPRESENTATIVE AFFIDAVIT

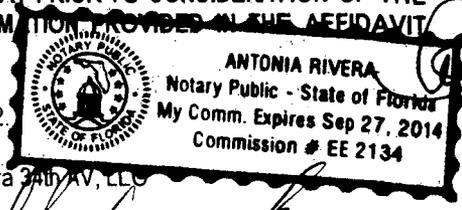
Pursuant to Section 31-71(b)(2)(i) of the City of Aventura Land Development Code, this Applicant Representative Affidavit is hereby made and submitted. The undersigned authorized representative of the individual or entity applying for the Development Permit, which is identified in the accompanying application, 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>Stanley B. Price</u>	<u>Attorney</u>
<u>Brian S. Adler</u>	<u>Attorney</u>
<u>Eric Singer</u>	<u>Attorney</u>
<u>Mariano Corral</u>	<u>Landscape Architect</u>
<u>Felix Pardo</u>	<u>Architect</u>
<u>Douglas Deans</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 21 DAY OF December, 2012.



AUTHORIZED REPRESENTATIVE OF APPLICANT:

By: _____
Stanley B. Price
Title: Attorney
Address: 1450 Brickell Avenue, Suite 2300
Miami, FL 33131

By: _____
Brian S. Adler
Title: Attorney
Address: 1450 Brickell Avenue, Suite 2300
Miami, FL 33131

By: _____
Eric Singer
Title: Attorney
Address: 1450 Brickell Avenue, Suite 2300
Miami, FL 33131

By: _____
Mariano Corral
Title: Landscape Architect
Address: 3001 S.W. 109th Ct.
Miami, FL 33165

Aventura 34th AV, LLC
By: [Signature]
Salo Wagenberg
Title: Registered Agent
Address: 2010 NE 214 TER
MIAMI FL 33179

By: _____
Felix Pardo
Title: Architect
Address: _____

By: _____
Douglas Deans
Title: Surveyor
Address: _____

By: _____
Title: _____
Address: _____

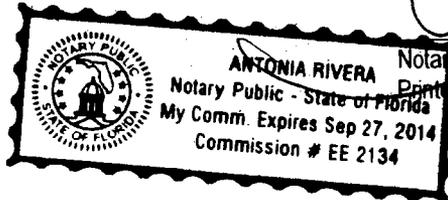
STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

Before me the undersigned authority personally appeared Salo Wagenberg, as the Registered Agent of the owner of the property subject to the application, who being first by me duly sworn, did swear or affirm that he executed this Affidavit for the purposes stated therein and that it is true and correct.

SWORN TO AND SUBSCRIBED BEFORE ME this 21 day of December, 2012.



My commission expires: 9/27/2014



Notary Public State of Florida At Large
Printed Name of Notary _____

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

Before me the undersigned authority personally appeared Stanley B. Price 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 they executed this Affidavit for the purposes stated therein and that it is true and correct.

SWORN TO AND SUBSCRIBED BEFORE ME this ___ day of _____, 2012.

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

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

Before me the undersigned authority personally appeared Brian S. Adler 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 they executed this Affidavit for the purposes stated therein and that it is true and correct.

SWORN TO AND SUBSCRIBED BEFORE ME this ___ day of _____, 2012.

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

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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



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 _____, 2011.

APPLICANT REPRESENTATIVE:

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

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

By: _____ (Signature)
 Name: Eric Singer (Print)
 Title: Attorney (Attorney)

By: _____ (Signature)
 Name: Felix Pardo (Print)
 Title: Architect (Print)

By: _____ (Signature)
 Name: Mariano Corral (Print)
 Title: Landscape Architect (Print)

By: _____ (Signature)
 Name: Douglas Deans (Print)
 Title: Surveyor (Print)

WITNESS MY HAND THIS _____ DAY OF _____, 2012.

PROPERTY OWNER:

By: [Signature] (Signature)
 Name: Salo Wagenberg (Print)
 Title: Owner, Representative, Registered Agent (Print)

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

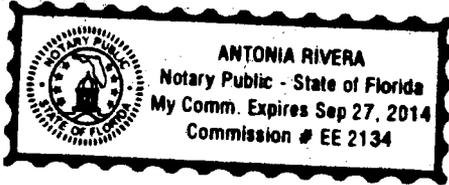
NOTARIZATION PROVISION

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

Before me, the undersigned authority, personally appeared Salo Wagenberg, 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]
SALO WAGENBERG

SWORN TO AND SUBSCRIBED before me this 12 day of December, 2012.



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

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

Before me, the undersigned authority, personally appeared Stanley B. Price, 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.

BRIAN S. ADLER

SWORN TO AND SUBSCRIBED before me this ____ day of _____, 2012.

Notary Public State of _____
Printed Name of Notary _____
My commission expires: _____

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

BRIAN S. ADLER

SWORN TO AND SUBSCRIBED before me this ____ day of _____, 2012.

Notary Public State of _____
Printed Name of Notary _____
My commission expires: _____

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

Before me, the undersigned authority, personally appeared Eric Singer, 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.

ERIC SINGER

SWORN TO AND SUBSCRIBED before me this ____ day of _____, 2012.

Notary Public State of _____
Printed Name of Notary _____
My commission expires: _____

STATE OF FLORIDA)



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 21st DAY OF December, 2012.

APPLICANT REPRESENTATIVE:

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

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

By: [Signature] (Signature)
 Name: Eric Singer (Print)
 Title: Attorney (Attorney)

By: _____ (Signature)
 Name: Felix Pardo (Print)
 Title: Architect (Print)

By: _____ (Signature)
 Name: Mariano Corral (Print)
 Title: Landscape Architect (Print)

By: _____ (Signature)
 Name: Douglas Deans (Print)
 Title: Surveyor (Print)

WITNESS MY HAND THIS 21st DAY OF December, 2012.

PROPERTY OWNER:

By: _____ (Signature)
 Name: Salo Wagenberg (Print)
 Title: Owner Representative, Registered Agent (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 21st DAY OF December, 2012

REPRESENTATIVE: (Listed on Business Relationship Affidavit)

By: _____ (Signature)
Name: Salo Wagenberg (Print)
Title: Registered Agent (Print)

By: _____ (Signature)
Name: Felix Pardo (Print)
Title: Architect (Print)

By: Stanley B. Ponce (Signature)
Title: Attorney (Signature)

By: _____ (Signature)
Name: Douglas Deans (Print)
Title: Surveyor (Print)

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

By: Eric Singer (Signature)
Name: Eric Singer (Print)
Title: Attorney (Print)

By: _____ (Signature)
Name: Mariano Corral (Print)
Title: Landscape Architect (Print)

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

By: _____ (Signature)

By: _____ (Signature)

By: _____ (Signature)

By: _____ (Signature)

Title: _____ (Print)

Title: _____ (Print)

Title: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

By: _____ (Signature)

Title: _____ (Print)

Title: _____ (Print)

Title: _____ (Print)

Title: _____ (Print)

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

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

NOTARIZATION PROVISION

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

Before me, the undersigned authority, personally appeared Salo Wagenberg, 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.

SALO WAGENBERG

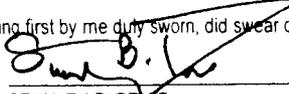
SWORN TO AND SUBSCRIBED before me this ____ day of _____, 2012.

Notary Public State of Florida At Large

Printed Name of Notary
My commission expires: _____

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

Before me, the undersigned authority, personally appeared Stanley B. Price, 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.

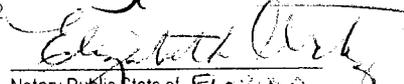


STANLEY B. PRICE

SWORN TO AND SUBSCRIBED before me this 21 day of December, 2012.



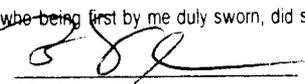
ELIZABETH ORTIZ
MY COMMISSION # EE 043223
EXPIRES: December 17, 2014
Bonded Thru Budget Notary Services



Notary Public State of Florida
ELIZABETH ORTIZ
Printed Name of Notary
My commission expires: _____

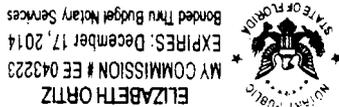
STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

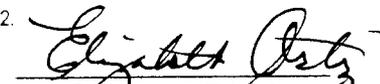


BRIAN S. ADLER

SWORN TO AND SUBSCRIBED before me this 21 day of December, 2012.



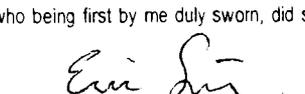
ELIZABETH ORTIZ
MY COMMISSION # EE 043223
EXPIRES: December 17, 2014
Bonded Thru Budget Notary Services



Notary Public State of Florida
ELIZABETH ORTIZ
Printed Name of Notary
My commission expires: _____

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

Before me, the undersigned authority, personally appeared Eric Singer, 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.

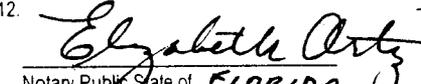


ERIC SINGER

SWORN TO AND SUBSCRIBED before me this 21 day of December, 2012.



ELIZABETH ORTIZ
MY COMMISSION # EE 043223
EXPIRES: December 17, 2014
Bonded Thru Budget Notary Services



Notary Public State of Florida
ELIZABETH ORTIZ
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 21 DAY OF December 2012

APPLICANT REPRESENTATIVE:

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

 (Signature)
 Name: Mariano Corral (Print)
 Title: Landscape Architect (Print)

By: _____ (Signature)
 Name: Felix Pardo (Print)
 Title: Architect (Print)

By: _____ (Signature)
 Name: Douglas Deans (Print)
 Title: Surveyor (Print)

WITNESS MY HAND THIS _____ DAY OF _____, 2012.



HECTOR M. RODRIGUEZ
 MY COMMISSION # DD 97886
 EXPIRES: August 5, 2014
 Bonded thru Budget Notary Services

PROPERTY OWNER:

By: _____ (Signature)
 Name: Salo Wagenberg (Print)
 Title: Owner Representative, Registered Agent (Print)

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

WITNESS MY HAND THIS _____ DAY OF _____, 2012

REPRESENTATIVE: (Listed on Business Relationship Affidavit)

By: _____ (Signature)

Name: Salo Wagenberg (Print)

Title: Registered Agent (Print)

By: _____ (Signature)

Name: Felix Pardo (Print)

Title: Architect (Print)

By: _____ (Signature)

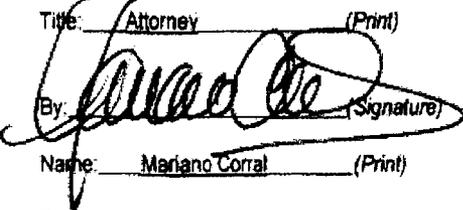
Name: Brian S. Adler (Print)

Title: Attorney (Print)

By: _____ (Signature)

Name: Douglas Deans (Print)

Title: Engineer (Print)

By:  (Signature)

Name: Mariano Corral (Print)

Title: Landscape Architect (Print)

By: _____ (Signature)

Name: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

By: _____ (Signature)

Title: _____ (Print)

Title: _____ (Print)

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By: _____ (Signature)

Title: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

Title: _____ (Print)

Title: _____ (Print)

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

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

NOTARIZATION PROVISION

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

Before me, the undersigned authority, personally appeared Salo Wagenberg, 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.

SALO WAGENBERG

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

Notary Public State of Florida At Large

Printed Name of Notary
My commission expires: _____

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

BRIAN S. ADLER

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

Notary Public State of

Printed Name of Notary
My commission expires: _____

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

[Handwritten Signature]
MARIANO CORRAL

SWORN TO AND SUBSCRIBED before me this 21 day of December, 2012.

Notary Public State of Florida At Large
RECTORIA RODRIGUEZ
Printed Name of Notary
MY COMMISSION ID 978000
My commission expires: **EXPIRES: August 5, 2014**
Donor This stamp Notary Services

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

Before me, the undersigned authority, personally appeared Felix Pardo, 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.

FELIX PARDO

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 _____ DAY OF _____, 2011.

APPLICANT REPRESENTATIVE:

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

By: _____ (Signature)
 Name: Mariano Corral (Print)
 Title: Landscape Architect (Print)

By: _____ (Signature)
 Name: Felix Pardo (Print)
 Title: Architect (Print)

By: _____ (Signature)
 Name: Douglas Deans (Print)
 Title: Surveyor (Print)

WITNESS MY HAND THIS _____ DAY OF _____, 2012.

PROPERTY OWNER:

By: _____ (Signature)
 Name: Salo Wagenberg (Print)
 Title: Owner Representative, Registered Agent (Print)

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

WITNESS MY HAND THIS _____ DAY OF _____, 2012

REPRESENTATIVE: (Listed on Business Relationship Affidavit)

By: _____ (Signature)

Name: Salo Wagenberg (Print)

Title: Registered Agent (Print)

By: _____ (Signature)

Name: Felix Pardo (Print)

Title: Architect (Print)

By: _____ (Signature)

Name: Brian S. Adler (Print)

Title: Attorney (Print)

By: _____ (Signature)

Name: Douglas Deans (Print)

Title: Engineer (Print)

By: _____ (Signature)

Name: Mariano Corral (Print)

Title: Landscape Architect (Print)

By: _____ (Signature)

Name: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

By: _____ (Signature)

Title: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

Title: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

By: _____ (Signature)

Title: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

Title: _____ (Print)

Title: _____ (Print)

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

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

NOTARIZATION PROVISION

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

Before me, the undersigned authority, personally appeared Salo Wagenberg, 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.

SALO WAGENBERG

SWORN TO AND SUBSCRIBED before me this ____ day of _____, 2012.

Notary Public State of Florida At Large

Printed Name of Notary

My commission expires:

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

BRIAN S. ADLER

SWORN TO AND SUBSCRIBED before me this ____ day of _____, 2012.

Notary Public State of

Printed Name of Notary

My commission expires:

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

Before me, the undersigned authority, personally appeared Mariano Corral, 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.

MARIANO CORRAL

SWORN TO AND SUBSCRIBED before me this ____ day of _____, 2012.

Notary Public State of Florida At Large

Printed Name of Notary

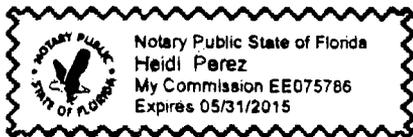
My commission expires:

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

Before me, the undersigned authority, personally appeared Felix Pardo, 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.

FELIX PARDO

SWORN TO AND SUBSCRIBED before me this 21st day of December, 2012.



Notary Public State of Florida At Large

Printed Name of Notary

My commission expires: 5/31/15



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 _____, 2011.

APPLICANT REPRESENTATIVE:

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

By: _____ (Signature)
 Name: Mariano Corral (Print)
 Title: Landscape Architect (Print)

By: _____ (Signature)
 Name: Felix Pardo (Print)
 Title: Architect (Print)

By: [Signature] (Signature)
 Name: Douglas Deans (Print)
 Title: Surveyor (Print)

WITNESS MY HAND THIS _____ DAY OF _____, 2012.

PROPERTY OWNER:

By: _____ (Signature)
 Name: Salo Wagenberg (Print)
 Title: Owner Representative, Registered Agent (Print)

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

WITNESS MY HAND THIS _____ DAY OF _____, 2012

REPRESENTATIVE: (Listed on Business Relationship Affidavit)

By: _____ (Signature)

Name: Salo Wagenberg (Print)

Title: Registered Agent (Print)

By: _____ (Signature)

Name: Brian S. Adler (Print)

Title: Attorney (Print)

By: _____ (Signature)

Name: Mariano Corral (Print)

Title: Landscape Architect (Print)

By: _____ (Signature)

By: _____ (Signature)

Title: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

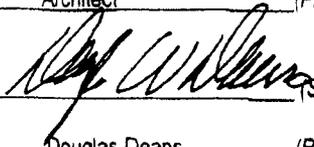
Title: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

Name: Felix Pardo (Print)

Title: Architect (Print)

By:  (Signature)

Name: Douglas Deans (Print)

Title: Surveyor (Print)

By: _____ (Signature)

Name: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

By: _____ (Signature)

Title: _____ (Print)

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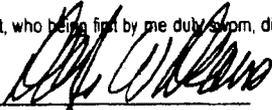
NOTE: 1) Use duplicate sheets if disclosure information for Representative varies.

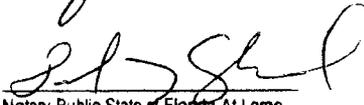
2) Applicants and Affiants are advised to timely supplement this Affidavit pursuant to Sec. 31-71(b)(2)(iv) of the City's Land Development Regulations in the City Code, in the event that prior to consideration of the application by the City Board or Commission, the information provided in the Affidavit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

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

Before me, the undersigned authority, personally appeared Douglas Deans, 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.

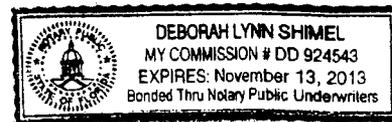
SWORN TO AND SUBSCRIBED before me this 14TH day of December, 2012.


DOUGLAS DEANS


Notary Public State of Florida At Large

Printed Name of Notary _____

My commission expires _____



ORDINANCE NO. 2013- _____

AN ORDINANCE OF THE CITY OF AVENTURA, FLORIDA, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF AVENTURA BY AMENDING THE ZONING DESIGNATION FOR A 0.51 ACRE PARCEL OF LAND LOCATED AT 20605 NE 34 AVENUE, AS MORE PARTICULARLY DESCRIBED IN EXHIBIT A, FROM RS2, RESIDENTIAL SINGLE FAMILY DISTRICT TO RMF3A, MULTIFAMILY MEDIUM DENSITY RESIDENTIAL DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the applicant, Aventura 34th AV, LLC, through Application 01-REZ-13, has applied to amend the Official Zoning Map of the City of Aventura by amending the zoning designation of the parcel legally described in Exhibit A attached hereto, from RS2, Residential Single Family District to RMF3A, Multifamily Medium Density Residential District; and

WHEREAS the applicant has proffered to prepare and record a declaration of restrictive covenants in a form satisfactory to the City Attorney, restricting density on the parcel of land that is the subject of this rezoning request to no more than five (5) residential dwelling units, and the City Commission of the City of Aventura ("City Commission") has accepted such proffer; and

WHEREAS, the City Commission has been designated as the local planning agency for the City pursuant to Section 163.3174, Florida Statutes, and as the local planning agency has held a public hearing and determined that the rezoning is consistent with the applicable provisions of the City Comprehensive Plan; and

WHEREAS, the City Commission, sitting in its capacity as the governing body of the City , has held the required public hearing upon the rezoning , duly noticed in accordance with law; and

WHEREAS, the City Commission has reviewed the application for rezoning and has considered the testimony of all interested parties at the public hearings, and has determined that the rezoning action set forth in this Ordinance complies with the criteria of Section 31-77 of the Land Development Regulations of the City Code, and is consistent with the Comprehensive Plan and the intended use of the land.

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

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

Section 2. Official Zoning Map Amended. That the Official Zoning Map of the City of Aventura is hereby amended by amending the zoning designation for a 0.51 acre parcel of land located at 20605 NE 34 Avenue (Folio Number 28-1235-010-0010) from RS2, Residential Single Family District, to RMF3A, Multifamily Medium Density Residential District. (see Exhibit "A" for Legal Description)

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

Section 4. Inclusion in the Code. It is the intention of the City Commission, and it is hereby ordained that the provisions of this Ordinance shall become and be made a

part of the Code of the City of Aventura, and that the Official Zoning Map of the City shall be revised so as to accomplish such intentions.

Section 5. Effective Date. This Ordinance shall be effective immediately upon adoption on second reading, except that the amendment to the Official Zoning Map of the City of Aventura as provided by Section 2 of this Ordinance (the “ Rezoning”) , shall not be effective until the expiration of a period of 31 days. If, prior to the expiration of the foregoing 31-day period, judicial review of the Rezoning is sought, the Rezoning shall not be effective until all such judicial proceedings are either dismissed or otherwise determined in favor of the validity of the Rezoning.

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

Commissioner Enbar Cohen	yes
Commissioner Teri Holzberg	yes
Commissioner Billy Joel	yes
Commissioner Michael Stern	yes
Commissioner Howard Weinberg	yes
Vice Mayor Luz Urbaez Weinberg	yes
Mayor Susan Gottlieb	yes

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

Commissioner Enbar Cohen	_____
Commissioner Teri Holzberg	_____
Commissioner Billy Joel	_____
Commissioner Michael Stern	_____
Commissioner Howard Weinberg	_____
Vice Mayor Luz Urbaez Weinberg	_____
Mayor Susan Gottlieb	_____

PASSED on first reading this 8th day of January, 2013.

PASSED AND ADOPTED on second reading this 5th day of February, 2013.

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 February, 2013.

CITY CLERK

EXHIBIT "A"

LEGAL DESCRIPTION OF PARCEL OF LAND

A parcel of land described as a portion of Tract "F" of First Addition Biscayne Yacht and Country Club, according to the Plat thereof, as recorded in Plat Book 89 at Page 100 of the Public Records of Dade County (now Miami-Dade County), Florida, more particularly described as follows:

Commence at the west $\frac{1}{4}$ corner of Section 35, Township 51 South, Range 42 East, City of Aventura, Miami-Dade County, Florida; Thence $S02^{\circ}00'25''E$ for 1.60 feet to a point of curvature of a circular curve concave to the northwest; Thence along the arc of said curve, having a radius of 1091.35 feet and a central angel of $10^{\circ}19'43''$ for 196.74 feet to a point on said curve; Thence $S81^{\circ}40'42''E$ on a line radial to the point on curve for 50.00 feet to a point on the boundary of said Tract "F"; Thence $S08^{\circ}19'18''W$ for 1.69 feet to the point of beginning of said parcel of land; Thence along the boundary of said Tract "F" for the following three (3) courses; (1) Thence continue $S08^{\circ}19'18''W$ for 96.00 fee to a point of curvature of a circular drive concave to the northeast; (2) Thence along the arc of said curve, having a radius of 50.00 feet and a central angle of $90^{\circ}00'00''$ for 78.54 feet to the point of tangency; (3) Thence $S81^{\circ}40'42''E$ for 106.00 feet to a point on said boundary of Tract "F"; Thence $N08^{\circ}19'18''E$ for 146.00 feet; Thence $N81^{\circ}40'42''W$ for 156.00 feet to the point of beginning.

This also being the same parcel of land described as Tract "A" of "Aventura Villas", according to the Plat thereof, as recorded March 22, 2010 in Plat Book 168 at Page 67 of the Public Records of Miami-Dade County, Florida.