

City Commission

Enid Weisman, Mayor

Enbar Cohen, Vice Mayor

Teri Holzberg, Commissioner

Denise Landman, Commissioner

Marc Narotsky, Commissioner

Robert Shelley, Commissioner

Howard Weinberg, Commissioner



City Manager

Eric M. Soroka, ICMA-CM

City Clerk

Ellisa L. Horvath, MMC

City Attorney

Weiss Serota Helfman

Cole & Bierman

CITY COMMISSION MEETING AGENDA

JUNE 2, 2015

Following the 6:00 p.m. Local Planning Agency Meeting

**Aventura Government Center
19200 West Country Club Drive
Aventura, Florida 33180**

- 1. CALL TO ORDER/ROLL CALL**
- 2. PLEDGE OF ALLEGIANCE**
- 3. AGENDA:** Request for Deletions/Emergency Additions
- 4. SPECIAL PRESENTATIONS:**
 - Certificates of Achievement – State USA Gymnastics Competition Finals
 - Florida International University First Generation Scholarship Recipients
- 5. CONSENT AGENDA:** Matters included under the Consent Agenda are self-explanatory and are not expected to require discussion or review. Items will be enacted by one motion. If discussion is desired by any member of the Commission, that item must be removed from the Consent Agenda and considered separately. If the public wishes to speak on a matter on the consent agenda they must inform the City Clerk prior to the start of the meeting. They will be recognized to speak prior to the approval of the consent agenda.
 - A. APPROVAL OF MINUTES:**
 - May 5, 2015 Commission Regular Meeting
 - B. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA AUTHORIZING THE CITY MANAGER TO EXECUTE THE ATTACHED CONTRACT RENEWAL FOR LANDSCAPE MAINTENANCE WITHIN THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY ON BISCAYNE BOULEVARD FROM THE OLETA RIVER BRIDGE NORTH TO THE MIAMI-DADE/BROWARD COUNTY LINE BY AND BETWEEN THE CITY OF AVENTURA AND THE FLORIDA DEPARTMENT OF TRANSPORTATION; AUTHORIZING THE CITY MANAGER TO TAKE NECESSARY AND EXPEDIENT ACTION TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.**

- C. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA AUTHORIZING THE CITY MANAGER TO EXECUTE AND OTHERWISE ENTER INTO THAT CERTAIN INTERLOCAL AGREEMENT BY AND BETWEEN THE CITY OF AVENTURA AND MIAMI-DADE COUNTY RELATING TO EMERGENCY 911 SYSTEM SERVICE FEES; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

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

- A. **AN ORDINANCE OF THE CITY OF AVENTURA, FLORIDA, AMENDING THE COMPREHENSIVE MASTER PLAN BY AMENDING THE FUTURE LAND USE MAP DESIGNATION FOR A PARCEL OF LAND LOCATED ON WEST COUNTRY CLUB DRIVE, CONTAINING A TOTAL OF 2.111 ACRES MORE OR LESS AND MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", FROM BUSINESS AND OFFICE TO PARKS AND RECREATION; AMENDING THE COMPREHENSIVE MASTER PLAN BY AMENDING THE FUTURE LAND USE DESIGNATION FOR A PARCEL OF LAND LOCATED ON WEST COUNTRY CLUB DRIVE CONTAINING A TOTAL OF 2.111 ACRES MORE OR LESS AND MORE PARTICULARLY DESCRIBED IN EXHIBIT "B" FROM PARKS AND RECREATION TO BUSINESS AND OFFICE; PROVIDING FOR SUBMITTAL TO THE FLORIDA DEPARTMENT OF ECONOMIC DEVELOPMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE COMPREHENSIVE PLAN; AND PROVIDING FOR AN EFFECTIVE DATE.**
- B. **AN ORDINANCE OF THE CITY OF AVENTURA, FLORIDA, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF AVENTURA BY AMENDING THE ZONING DESIGNATION FOR A PARCEL OF LAND LOCATED ON WEST COUNTRY CLUB DRIVE CONTAINING A TOTAL OF 2.111 ACRES MORE OR LESS AND MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", FROM B2, COMMUNITY BUSINESS DISTRICT TO ROS, RECREATION OPEN SPACE DISTRICT AND BY AMENDING THE ZONING DESIGNATION FOR A PARCEL OF LAND LOCATED ON WEST COUNTRY CLUB DRIVE CONTAINING A TOTAL OF 2.111 ACRES MORE OR LESS AND MORE PARTICULARLY DESCRIBED IN EXHIBIT "B", FROM ROS, RECREATION OPEN SPACE DISTRICT TO B2, COMMUNITY BUSINESS DISTRICT; APPROVING THE FOURTH AMENDMENT TO "RESTRICTIONS FOR BISCAYNE VILLAGE, MIAMI-DADE COUNTY, FLORIDA" RELATING TO THE GOLF COURSE AND COUNTRY CLUB PARCELS; ACCEPTING THE DECLARATION OF RESTRICTIONS CONTAINING THE APPLICANT'S PROFFER OF SITE IMPROVEMENTS AND OTHER RESTRICTIONS ON THE GOLF COURSE PARCEL, INCLUDING THE PARCEL DESCRIBED IN EXHIBIT "A"; PROVIDING**

**FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE;
PROVIDING FOR AN EFFECTIVE DATE.**

8. **ORDINANCES - SECOND READING/PUBLIC HEARING:** None
9. **RESOLUTIONS – PUBLIC HEARING:** None
10. **REPORTS**
11. **PUBLIC COMMENTS**
12. **OTHER BUSINESS:** None
13. **ADJOURNMENT**

FUTURE MEETINGS*

**COMMISSION WORKSHOP – JUNE 23, 2015 AT 9 AM
EXECUTIVE CONFERENCE ROOM (5TH FLOOR)**

**COMMISSION MEETING – JULY 7, 2015 AT 6 PM
COMMISSION CHAMBER**

**COMMISSION MEETING – JULY 16, 2015 AT 9 AM
EXECUTIVE CONFERENCE ROOM (5TH FLOOR)**

**COMMISSION WORKSHOP – JULY 16, 2015 FOLLOWING THE 9 AM MEETING
EXECUTIVE CONFERENCE ROOM (5TH FLOOR)**

*Meeting dates and times are subject to change. Please check the City's website for the most current schedule.

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



**CITY COMMISSION
REGULAR MEETING MINUTES
MAY 5, 2015 – 6:00 P.M.**

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

1. **CALL TO ORDER/ROLL CALL:** The meeting was called to order by Mayor Enid Weisman at 6:00 p.m. Present were the following: Mayor Enid Weisman, Commissioner Enbar Cohen, Commissioner Denise Landman, Commissioner Marc Narotsky, Commissioner Robert Shelley, Commissioner Howard Weinberg, City Manager Eric M. Soroka, City Clerk Ellisa L. Horvath, and City Attorney David M. Wolpin. Commissioner Teri Holzberg was absent. As a quorum was determined to be present, the meeting commenced.

A moment of silence was observed for the five-year anniversary of the passing of Commissioner Harry Holzberg, one of Aventura's Founding Fathers.

2. **PLEDGE OF ALLEGIANCE:** The Pledge was led by Jack Weinkoff.

3. **ELECTION OF VICE MAYOR:** After nomination by Commissioner Landman, seconded by Commissioner Shelley, and unanimously approved by roll call vote, Commissioner Enbar Cohen was elected Vice Mayor, for the next six-month period.

4. **AGENDA: REQUESTS FOR DELETIONS/EMERGENCY ADDITIONS:** None.

5. **SPECIAL PRESENTATIONS:**

- **Employee Service Award:** Mr. Soroka presented Donna Mussatto, Community Development Department Executive Assistant/Planning Technician, with an award recognizing her ten years of service.

- **Certificate of Appreciation – Aventura Property Managers Association:** Mayor Weisman presented the Aventura Property Managers Association with a Certificate of Appreciation in recognition of their valuable scholarship program and charitable endeavors.

- **Proclamation – Dr. Michael M. Krop Senior High School Tennis Teams:** Mayor Weisman presented Principal Dawn Baglos, Coach Michael Kypriss and members of the boys' and girls' tennis teams with a proclamation in recognition of winning their 16th consecutive District Championships.

6. **CONSENT AGENDA:** There were no requests from the public to address the Commission.

A motion to approve the items on the Consent Agenda was offered by Vice Mayor Cohen, seconded by Commissioner Weinberg, and passed unanimously by roll call vote. The following action was taken:

A. Minutes were approved as follows:

- April 7, 2015 Commission Regular Meeting
- April 16, 2015 Commission Regular Meeting
- April 16, 2015 Commission Workshop Meeting

B. **Motion** was approved as follows:

MOTION AUTHORIZING THE APPROPRIATION OF UP TO \$231,000 FOR CAMERAS FOR PROPERTY ROOM AND IN CAR VIDEO CAMERAS FROM THE FEDERAL POLICE FORFEITURE FUNDS IN ACCORDANCE WITH THE CITY MANAGER'S MEMORANDUM.

C. **Resolution No. 2015-31** was adopted as follows:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA AUTHORIZING THE CITY MANAGER TO EXECUTE THE ATTACHED LOCAL AGENCY PROGRAM AGREEMENT BETWEEN THE CITY OF AVENTURA AND THE FLORIDA DEPARTMENT OF TRANSPORTATION; ALLOWING THE CITY TO QUALIFY FOR FEDERAL HIGHWAY ADMINISTRATION FUNDS THROUGH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR REIMBURSEMENT ON THE CITY OF AVENTURA'S PEDESTRIAN REFLECTORIZED BEACON IMPROVEMENTS PROJECT; AUTHORIZING THE CITY MANAGER TO EXECUTE ASSOCIATED CONTRACTS; AUTHORIZING THE CITY MANAGER TO TAKE NECESSARY AND EXPEDIENT ACTION TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

D. **Resolution No. 2015-32** was adopted as follows:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE ATTACHED SERVICES AGREEMENT FOR PARK DESIGN, ARCHITECTURAL AND ENGINEERING SERVICES BETWEEN BERMELLO, AJAMIL & PARTNERS, INC. AND THE CITY OF AVENTURA FOR THE NE 188 STREET PARK PROJECT; AUTHORIZING MASTER PLAN PHASE II SERVICES IN THE AMOUNT OUTLINED IN EXHIBIT "A"; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

E. **Resolution No. 2015-33** was adopted as follows:

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 MIAMI-DADE COUNTY 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.

F. Resolution No. 2015-34 was adopted as follows:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA AWARDDING AND LETTING A BID/CONTRACT FOR BID NO. 15-04-17-2, HOLIDAY LIGHT DISPLAY TO MIAMI CHRISTMAS LIGHTS AT THE BID PRICE OF \$57,675.00; AUTHORIZING THE CITY MANAGER TO EXECUTE ASSOCIATED CONTRACTS; AUTHORIZING THE CITY MANAGER TO TAKE NECESSARY AND EXPEDIENT ACTION TO CARRY OUT THE AIMS OF THIS RESOLUTION; PROVIDING FOR THE APPROPRIATION AND ALLOCATION OF FUNDS FOR SAID BID AWARD; AND PROVIDING FOR AN EFFECTIVE DATE.

G. Resolution No. 2015-35 was adopted as follows:

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 AGREEMENT BETWEEN THE CITY OF AVENTURA AND TIDAL BASIN GOVERNMENT CONSULTING, LLC TO PERFORM PROFESSIONAL DISASTER DEBRIS MONITORING SERVICES; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

H. Resolution No. 2015-36 was adopted as follows:

A RESOLUTION OF THE CITY OF AVENTURA, FLORIDA, SUPPORTING CS/SB 286 “CLASSIFIED ADVERTISEMENT WEBSITES” SAFE HAVEN FOR TRANSACTIONS LEGISLATION; PROVIDING FOR AN EFFECTIVE DATE.

7. ZONING HEARINGS: QUASI-JUDICIAL PUBLIC HEARINGS: None.

8. ORDINANCES - FIRST READING – PUBLIC INPUT: None.

9. ORDINANCES - SECOND READING/PUBLIC HEARING: Mr. Wolpin read the following ordinance by title:

CITY COMMISSION, IN ITS CAPACITY AS THE AVENTURA CITY OF EXCELLENCE SCHOOL BOARD OF DIRECTORS:

AN ORDINANCE OF THE CITY OF AVENTURA, FLORIDA, ADOPTING THE ATTACHED CHARTER SCHOOL OPERATING AND CAPITAL BUDGET FOR THE AVENTURA CITY OF EXCELLENCE SCHOOL FOR FISCAL YEAR 2015/2016 (JULY 1 – JUNE 30), PURSUANT TO SECTION 4.05 OF THE CITY CHARTER; AUTHORIZING EXPENDITURE OF FUNDS ESTABLISHED BY THE BUDGET; PROVIDING FOR BUDGETARY CONTROL; PROVIDING FOR PERSONNEL AUTHORIZATION; PROVIDING FOR GIFTS AND GRANTS; PROVIDING FOR AMENDMENTS; PROVIDING FOR ENCUMBRANCES; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

A motion for approval was offered by Commissioner Shelley and seconded by Commissioner Landman. Mr. Soroka explained the Ordinance.

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

The motion for approval passed unanimously by roll call vote, with Commissioner Holzberg absent, and **Ordinance No. 2015-04** was adopted.

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

11. **REPORTS:**

Mayor Weisman and Commissioner Weinberg both reported on their meetings in Tallahassee, during Dade Days.

Mr. Wolpin requested a series of attorney-client sessions, pursuant to F.S.S. 286.011(8) in the Clarke v. City of Aventura case.

12. **PUBLIC COMMENTS:** The following members of the public provided comments: Fred Frost – Communication Workers Union of America (10961 S.W. 155 Place, Miami), Benson Yagrow (Mystic Pointe, Aventura), and Gloria Ezrin (Mystic Pointe Tower 400, Aventura).

13. **OTHER BUSINESS:** None.

14. **ADJOURNMENT:** There being no further business to come before the Commission at this time, a motion to adjourn was offered by Commissioner Weinberg, seconded by Commissioner Landman, and passed unanimously. The meeting was adjourned at 6:28 p.m.

Ellisa L. Horvath, MMC, City Clerk

Approved by the Commission on June 2, 2015.

CITY OF AVENTURA

OFFICE OF THE CITY MANAGER

MEMORANDUM

TO: City Commission

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

DATE: May 11, 2015

SUBJECT: **Renewal of FDOT Landscape Maintenance Contract for Biscayne Boulevard**



June 2, 2015 City Commission Meeting Agenda Item 5B

RECOMMENDATION

It is recommended that the City Commission adopt the attached Resolution authorizing the renewal of the attached contract with the Florida Department of Transportation (FDOT) for landscape maintenance along Biscayne Boulevard from the Oleta River Bridge to the County line. The original renewal contract was authorized by Resolution 2012-19.

FDOT will reimburse the City in the amount of \$12,670.29 per year.

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

EMS/act

Attachment

CCO1894-15

RESOLUTION NO. 2015-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA AUTHORIZING THE CITY MANAGER TO EXECUTE THE ATTACHED CONTRACT RENEWAL FOR LANDSCAPE MAINTENANCE WITHIN THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY ON BISCAYNE BOULEVARD FROM THE OLETA RIVER BRIDGE NORTH TO THE MIAMI-DADE/BROWARD COUNTY LINE BY AND BETWEEN THE CITY OF AVENTURA AND THE FLORIDA DEPARTMENT OF TRANSPORTATION; AUTHORIZING THE CITY MANAGER TO TAKE NECESSARY AND EXPEDIENT ACTION TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. The City Manager is hereby authorized to execute the attached Contract Renewal by and between the City of Aventura and the Florida Department of Transportation to provide landscape maintenance services on the Florida Department of Transportation right-of-way on Biscayne Boulevard from the Oleta River Bridge north to the Miami-Dade/Broward County line.

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

PASSED AND ADOPTED this 2nd day of June, 2015.

ENID WEISMAN, MAYOR

ATTEST:

ELLISA L. HORVATH, MMC
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

CITY ATTORNEY

**TURF AND LANDSCAPE MAINTENANCE
DEPARTMENT FUNDED AGREEMENT
BETWEEN THE
FLORIDA DEPARTMENT OF TRANSPORTATION
AND THE
CITY OF AVENTURA**

This Agreement, is made and entered into this _____ day of _____, 20___, by and between the State of Florida Department of Transportation, a component agency of the State of Florida, hereinafter referred to as the 'DEPARTMENT', and the City of Aventura, a municipal corporation of the State of Florida, hereinafter referred to as the 'CITY'.

RECITALS:

WHEREAS, the DEPARTMENT has jurisdiction and maintains the State Road (S.R.) 5/Biscayne Boulevard/US-1 in the CITY; and

WHEREAS, the DEPARTMENT, as part of the continual updating of the State of Florida Highway System and for the purpose of safety, has created median strips on the State Highway System within the corporate limits of the CITY; and

WHEREAS, the DEPARTMENT, at the CITY's request, has agreed to reimburse the CITY for the maintenance of turf and landscape, hereinafter referred to as the 'PROJECT', and

WHEREAS, the CITY recognizes that said median strips areas contain turf and landscape, which shall be maintained in accordance with Exhibit "A", 'Maintenance Responsibilities', which is herein incorporated by reference; and

WHEREAS, the DEPARTMENT has programmed funding for the PROJECT under Financial Project Number **407334-2-78-03**, and has agreed to reimburse the CITY for turf and landscape maintenance elements which are outlined in the attached Exhibit "B", 'Project Limits & Financial Summary', which is herein incorporated by reference; and

WHEREAS, the CITY is currently under maintenance obligations as stipulated in Permit Numbers 2001-L-691-2 & 20007-L-691-1; and

WHEREAS, the parties hereto mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each party; and

WHEREAS, the parties are authorized to enter into this Agreement pursuant to **Section 339.08(e) and 339.12, Florida Statutes (F.S.);**

NOW, THEREFORE, in consideration of the premises, the mutual covenants and other valuable considerations contained herein, the receipt and sufficiency of which are acknowledged,

the parties agree as follows:

1. INCORPORATION OF RECITALS

The foregoing recitals are true and correct and are incorporated into the body of this Agreement, as if fully set forth herein.

2. GENERAL REQUIREMENTS

- a. The CITY shall submit this Agreement to its Commission for ratification or approval by resolution. A copy of said resolution is attached hereto as Exhibit "C", 'City of Aventura's Resolution', and is herein incorporated by reference.
- b. The CITY shall not commence the PROJECT until a Notice to Proceed has been provided from the DEPARTMENT, which shall become the effective date of this Agreement and shall not precede the date provided on page one (1) of the Agreement.
- c. The CITY shall be responsible for the maintenance of all areas that have turf and landscape within the DEPARTMENT's right-of-way as described in Exhibit "B", 'Maintenance Responsibilities'.
- d. The CITY shall be responsible for performing the required maintenance with a minimum frequency of *eighteen (18) times per year for: Small Machine Mowing, Litter Removal, Edging and Sweeping, and Landscape Maintenance.*
- e. All turf and landscape maintenance shall be in accordance with the latest edition of the State of Florida "Guide for Roadside Mowing" and the latest edition of the "Maintenance Rating Program", and Index 546 of the latest FDOT Design Standards.
- f. The CITY shall submit a work schedule to the DEPARTMENT. In addition, before the CITY starts the work, the DEPARTMENT shall be notified, via fax or e-mail, of the state road(s) and the day(s) in which the CITY will be working. The fax or e-mail shall be sent to the attention of the North Miami-Dade Maintenance Engineer, at 305-640-7197 or alex.perez@dot.state.fl.us. The CITY shall not start working until the DEPARTMENT has advised, in writing, that the submitted work schedule has been approved.
- g. The CITY shall not be responsible for the clean-up, removal and disposal of debris from the DEPARTMENT's right of way following a natural disaster (i.e. hurricane, tornados, etc.). However, the cost of any cycle or part thereof impaired by any such event may be deducted from the DEPARTMENT's affected quarterly payment to the CITY.
- h. It is understood between the parties hereto that all the landscaping covered by this Agreement may be removed, relocated or adjusted at any time in the future as found necessary by the DEPARTMENT in order that the adjacent state road be widened, altered or otherwise changed and maintained to meet with future criteria or planning of the DEPARTMENT.

- i. The CITY shall not plant additional landscaping within the limits of the PROJECT, without prior written approval by the DEPARTMENT, in accordance with Florida Administrative Code Rule 14-40.003. Such approval shall be in the form of a separate written agreement that will require the CITY to properly construct and maintain the additional landscaping without compensation from the DEPARTMENT.
- j. This Agreement shall not obligate the DEPARTMENT to pay the CITY to maintain any additional landscaping, planted after the effective date of this Agreement, within the limits of the PROJECT, and shall not obligate the CITY to maintain any such additional landscaping.

3. FINANCIAL PROVISIONS

- a. Eligible PROJECT costs may not exceed TWELVE THOUSAND SIX HUNDRED SEVENTY DOLLARS AND TWENTY NINE CENTS (\$12,670.29), as outlined in Exhibit "B", 'Project Limits & Financial Summary'.
- b. The DEPARTMENT agrees to compensate the CITY for services described in 'Exhibit "A"– Maintenance Responsibilities'. The Method of Compensation is included as 'Exhibit "B" – Project Limits & Financial Summary'.
- c. The CITY shall furnish the services with which to maintain the PROJECT LIMITS. Said PROJECT consists of services as detailed in Exhibit "A" of this Agreement.
- d. The CITY shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project, identified as Project Number **407334-2-78-03**, and the quantifiable, measurable, and verifiable units of deliverables are described more fully in 'Exhibit "B" – Project Limits and Financial Summary. *(Section 287.058(1)(d) and (e), F.S.)*
- e. Invoices shall be submitted by the CITY in detail sufficient for a proper pre-audit and post audit based on the quantifiable, measurable and verifiable units of deliverables as established in Exhibit "B" – Maintenance Responsibilities". Deliverables must be received and accepted in writing by the DEPARTMENT's Project Manager prior to payments. **(Section 287.058 (1)(a), F.S.)**
- f. Supporting documentation must establish that the deliverables were received and accepted in writing by the CITY and that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Exhibit "A" – Maintenance Responsibilities" was met.
- g. There shall be no reimbursement for travel expenses under this Agreement.
- h. The CITY providing goods and services to the DEPARTMENT should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than five (5) working days unless the bid specifications, purchase order, or contract specifies otherwise. The DEPARTMENT has twenty (20) days to deliver a

request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved. (**Section 215.422(1), F.S.**)

- i. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to **Section 55.03(1), F.S.**, will be due and payable, in addition to the invoice amount, to the CITY. Interest penalties of less than one (1) dollar will not be enforced unless the CITY requests payment. Invoices which have to be returned to the CITY because of CITY preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the DEPARTMENT. (**Section 215.422(3)(b), F.S.**)
- j. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for the CITY who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at 850-413-5516 or by calling the Division of Consumer Services at 1-877-693-5236. (**Section 215.422(5) and (7), F.S.**)
- k. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the DEPARTMENT at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred include the CITY's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the DEPARTMENT for a proper audit of costs. (**Section 287.058(4), F.S.**)
- l. In the event this contract is for services in excess of \$25,000.00 and a term for a period of more than 1 year, the provisions of **Section 339.135(6)(a), F.S.**, are hereby incorporated:

“The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the DEPARTMENT that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and which have a term for a period of more than 1 year.”

- m. The DEPARTMENT's obligation to pay is contingent upon an annual appropriation by the Florida Legislature. **(Section 216.311, F.S.)**
- n. E-verify:

The CITY shall:

- i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
- ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. **(Executive Order Number 2011-02)**

The CITY shall insert the above clause into any contract entered into by the CITY with vendors or contractors hired by the CITY for purposes of performing its duties under this Agreement.

4. COMMUNICATIONS

All notices, requests, demands, consents, approvals, and other communication which are required to be served or given hereunder, shall be in writing and shall be sent by certified U.S. mail, return receipt requested, postage prepaid, addressed to the party to receive such notices as follows:

To DEPARTMENT: Florida Department of Transportation
1000 NW 111th Avenue, Room 6205
Miami, Florida 33172-5800
Attention: District Maintenance Engineer

To CITY: City of Aventura
19200 West Country Club Drive
Aventura, Florida 33180
Attention: CITY Manager

Notices shall be deemed to have been received by the end of five (5) business days from the proper sending thereof unless proof of prior actual receipt is provided.

5. INVOICING

- a. The CITY shall submit quarterly invoices for DEPARTMENT review, approval, and payment in accordance with this Agreement. Quarterly payments will be made upon invoice approval in an amount not to exceed one fourth of the eligible PROJECT costs. Each invoice shall include proof that the areas under this Agreement were maintained using specified frequencies, at minimum. The supporting documents showing proof of work can be properly executed payroll, or time records, or

Contractor's invoices, or vouchers evidencing in proper detail the nature and propriety of the charges.

- b. In the event temporary work by the DEPARTMENT's forces or by other Contractors temporarily prevent the CITY from performing the work described in this Agreement, the DEPARTMENT shall deduct from the affected quarterly payment(s) the acreage affected area and only compensate the CITY for the actual work it performs.
 - i. The DEPARTMENT shall initiate this procedure only if the temporary work prevents the CITY from performing its work for a period of one (1) month or longer.
- c. In the event this Agreement is terminated as established in Section 8 herein, payment will be prorated within the quarter in which termination occurs. The prorated payment shall be for approved work meeting the requirements stipulated in this Agreement.

6. FINANCIAL CONSEQUENCES

Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under **Chapters 215 and 216, F.S.** Deliverable(s) must be received and accepted in writing by the Contract Manager on the DEPARTMENT's invoice transmittal forms prior to payment. If the DEPARTMENT determines that the performance of the CITY is unsatisfactory, the DEPARTMENT shall notify the CITY of the deficiency to be corrected, which correction shall be made within thirty (30) calendar days by the CITY. The CITY shall, within five (5) days after notice from the DEPARTMENT, provide the DEPARTMENT with a corrective action plan describing how the CITY will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the DEPARTMENT, the DEPARTMENT may, at its option, proceed as follows:

- a. The CITY shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the CITY resolves the deficiency. If the deficiency is subsequently resolved, the CITY may bill the DEPARTMENT for the retained amount during the next billing period. If the CITY is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement period. **(Section 287.058(1)(h), F.S.)**
- b. Maintain the median or roadside area(s) declared deficient with DEPARTMENT and/or a Contractor's material, equipment and personnel. The actual cost for such work will be deducted from the DEPARTMENT's affected quarterly payment to the CITY; or
- c. Terminate this Agreement.

7. EXPIRATION/RENEWAL

This Agreement is for a term of one (1) year beginning on the date provided in the Notice to Proceed; and may be renewed twice, only if mutually agreed to in writing by the DEPARTMENT and the CITY. Any such renewal shall be subject to the same terms and conditions set forth in this Agreement, and shall be contingent upon both satisfactory CITY performance evaluations by the DEPARTMENT and the availability of funds.

This Agreement may be extended if mutually agreed in writing by both parties, for a period not to exceed six (6) months and shall be subject to the same terms and conditions set forth in this Agreement. There shall be only one (1) extension of this Agreement.

8. TERMINATION

This Agreement, or part hereof, is subject to termination under any one of the following conditions:

- a. In the event the DEPARTMENT exercises the option identified by Section 6 of this Agreement.
- b. As mutually agreed by both parties.
- c. In accordance with **Section 287.058(1)(c), F.S.**, the DEPARTMENT shall reserve the right to unilaterally cancel this Agreement if the CITY refuses to allow public access to any or all documents, papers, letters, or other materials made or received by the CITY pertinent to this Agreement which are subject to provisions of **Chapter 119, of the F.S.**

9. ENTIRE AGREEMENT

This Joint Participation Agreement is the entire Agreement between the parties hereto, and it may be modified or amended only by mutual consent of the parties in writing.

10. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of Florida.

11. AMENDMENT

This Agreement may be amended by mutual agreement of the DEPARTMENT and the CITY expressed in writing, executed and delivered by each party.

12. INVALIDITY

If any part of this Agreement shall be determined to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, if such remainder continues to conform to the terms and requirements of applicable law.

13. INDEMNIFICATION

Subject to Section 768.28, Florida Statutes, as may be amended from time to time, the CITY shall promptly indemnify, defend, save and hold harmless the DEPARTMENT, its officers, agents, representatives and employees from any and all losses, expenses, fines, fees, taxes, assessments, penalties, costs, damages, judgments, claims, demands, liabilities, attorneys fees, (including regulatory and appellate fees), and suits of any nature or kind whatsoever caused by, arising out of, or related to the CITY's exercise or attempted exercise of its responsibilities as set out in this AGREEMENT, including but not limited to, any act, action, neglect or omission by the CITY, its officers, agents, employees or representatives in any way pertaining to this agreement, whether direct or indirect, except that neither the CITY nor any of its officers, agents, employees or representatives will be liable under this provision for damages arising out of injury or damages directly caused or resulting from the negligence of the DEPARTMENT.

The CITY's obligation to indemnify and defend the DEPARTMENT, or at the DEPARTMENT's option, to participate and associate with the DEPARTMENT in the defense and trial of any claim and any related settlement negotiations, shall be triggered immediately upon the CITY's receipt of the DEPARTMENT'S notice of claim for indemnification. The notice of claim for indemnification shall be deemed received if the DEPARTMENT sends the notice in accordance with the formal notice mailing requirements set forth in Section 4 of this AGREEMENT.

The indemnification provisions of this section shall survive termination or expiration of this AGREEMENT, but only with respect to those claims that arose from acts or circumstances which occurred prior to termination or expiration of this AGREEMENT.

The CITY's evaluation of liability or its inability to evaluate liability shall not excuse the CITY's duty to defend and indemnify the DEPARTMENT under the provisions of this section. Only an adjudication or judgment, specifically finding the Department was negligent shall excuse performance of this provision by the CITY.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, on the day and year above written.

CITY OF AVENTURA:

**STATE OF FLORIDA, DEPARTMENT
OF TRANSPORTATION:**

BY: _____
CITY MANAGER

BY: _____
DISTRICT SECRETARY

ATTEST: _____
(SEAL) CITY CLERK

ATTEST: _____
(SEAL) EXECUTIVE SECRETARY

LEGAL REVIEW:

CITY ATTORNEY

DISTRICT CHIEF COUNSEL

Exhibit "A"

Maintenance Responsibilities

The CITY shall be responsible for the maintenance of all turf and landscape areas within the DEPARTMENT's right of way on S.R. 5/US-1/South Dixie Highway, in accordance with all applicable DEPARTMENT guidelines, standards, and procedures, which shall include but shall not be limited to the Maintenance Rating Program Handbook, as may be amended from time to time. Additionally, the CITY shall maintain the all turf and landscape areas in accordance with the International Society of Arboriculture standards, the latest FDOT Design Standard, guidelines, and procedures, as may be amended from time to time. The CITY's maintenance obligations shall include but not be limited to:

- a. Mowing, cutting and/or trimming and edging the grass and turf.
- b. Pruning all plant materials, which include trees, shrubs and ground covers, and parts thereof.
- c. Maintaining existing decorative bricks, mulch and other aesthetic features currently found within these corridors.
- d. Fertilizing, insecticide, pesticide, herbicide and watering will be required to maintain the current landscape and turf in a healthy and vigorous growing condition.
- e. Paying for all water use and all costs associated therewith.
- f. Pruning such parts thereof which may present a visual or other safety hazard for those using or intending to use the right-of-way.
- g. Removing and disposing of all undesirable vegetation including but not limited to weeding of plant beds and removal of invasive exotic plant materials.
- h. Removing and properly disposing of dead, diseased or otherwise deteriorated plants in their entirety, and replacing those that fall below the standards set forth in all applicable DEPARTMENT guidelines, standards and procedures as may be amended from time to time.
- i. Removing and disposing of all trimmings, roots, branches, litter, and any other debris resulting from the activities described by (a) to (h).
- j. Maintaining a service log of all maintenance operations that sets forth the date of the maintenance activity, the location that was maintained, and the work that was performed.
- k. Submitting Lane Closure Requests to the DEPARTMENT when maintenance activities will require the closure of a traffic lane in the DEPARTMENT's right-of-way. Lane closure requests shall be submitted through the District Six Lane

Closure Information System, to the DEPARTMENT's area Permit Manager and in accordance with the District Six Lane Closure Policy, as may be amended from time to time.

FDOT Financial Project Number: 407334-2-78-03

County: *Miami-Dade*

FDOT Project Manager: Alex Perez, P.E. 305-640-7197

CITY Project Manager: Mr. Eric M. Soroka, ICMA-CM, CITY Manager

Exhibit "B"

Project Limits & Financial Summary

Below are the PROJECT limits and acreage of the areas to be maintained by the CITY under this Agreement.

State Road No.	Street Name	From	To
5	Biscayne Blvd/US-1	Just South of Oleta River Bridge	Miami Dade/Broward County Line

Item Description	Quantity	# Cycles	Total Quantities	Unit Price	Total Amount
Mowing small machine (E104 4 3)	1.863	18	33.534	\$35.00	\$1173.69
Litter Removal (E110 30)	4.562	18	82.116	\$10.00	\$821.16
Edging & Sweeping (E110 32 1)	5.328	18	95.904	\$10.00	\$959.04
Landscape Maintenance (E580 3 2)	2.699	18	48.582	\$200.00	\$9716.40
					\$12,670.29

TOTAL ANNUAL AMOUNT ELIGIBLE FOR REIMBURSEMENT: \$12,670.29

Exhibit "C"
City of Aventura's Resolution

To be herein incorporated once approved by the CITY Commission.

CITY OF AVENTURA
OFFICE OF THE CITY MANAGER

MEMORANDUM

TO: City Commission

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

DATE: May 18, 2015

SUBJECT: **Resolution Authorizing Execution of Interlocal Agreement with the County Regarding Emergency 911 System Service Fees**

June 2, 2015 City Commission Meeting Agenda Item 5C

RECOMMENDATION

It is recommended that the City Commission approve the attached Resolution authorizing the City Manager to execute the attached Interlocal Agreement with the County regarding Emergency 911 system service fees. This is a renewal of the Agreement previously entered into in 2006.

BACKGROUND

As you are aware, the City's Police Department has provided E 911 service to our community since January 2007. The service is partially funded from fees billed by wireless, non-wireless and prepaid telephone services and collected by the County from the State. The Agreement provides the mechanism to transfer the fees from the County to the City. Currently, the City receives \$153,600 in revenue attributed to the service fees.

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

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

EMS/act

Attachment

CCO1895-15

RESOLUTION NO. 2015-__

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA AUTHORIZING THE CITY MANAGER TO EXECUTE AND OTHERWISE ENTER INTO THAT CERTAIN INTERLOCAL AGREEMENT BY AND BETWEEN THE CITY OF AVENTURA AND MIAMI-DADE COUNTY RELATING TO EMERGENCY 911 SYSTEM SERVICE FEES; 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 to execute and otherwise enter into that certain agreement by and between the City of Aventura and Miami-Dade County relating to Emergency 911 System Service Fees.

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

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

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

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

PASSED AND ADOPTED this 2nd day of June, 2015.

ENID WEISMAN, MAYOR

ATTEST:

ELLISA L. HORVATH, MMC
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

CITY ATTORNEY



**Integrity • Respect
Service • Fairness**

Miami-Dade Police Department
Office of the Director
Police Legal Bureau
9105 NW 25th Street • Room 3069
Miami, Florida 33172-1500
T 305-471-2550

miamidade.gov

May 14, 2015

Steve Steinberg, Chief
Aventura Police Department
19200 West Country Club Drive
Aventura, Florida 33180

Dear Chief Steinberg:

Subject: Interlocal Cooperation Agreement for Emergency
911 System Fund

Enclosed is the above referenced Agreement between the City of Aventura and Miami-Dade County. This Agreement was approved via Resolution R-400-15 by the Board of County Commissioners on May 5, 2015.

We are requesting that you review and sign the four (4) enclosed documents with original signatures. When the Agreement is fully signed, please return two signed original documents to this office, attention Ms. Susan Windmiller.

If you have any questions on this matter, please contact Ms. Windmiller at (305) 471-3197.

Sincerely,

A handwritten signature in cursive script that reads "Janet Lewis".

Janet Lewis
Senior Bureau Commander

Enclosures

INTERLOCAL COOPERATION AGREEMENT
BETWEEN MIAMI-DADE COUNTY AND
THE CITY OF AVENTURA
FOR EMERGENCY 911 SYSTEM FUND

THIS AGREEMENT, made and entered into this 17th day of February, 2015, by and between Miami-Dade County, a political subdivision of the State of Florida, (hereinafter referred to as the COUNTY), and the City of Aventura, a municipal corporation organized and existing under the laws of the State of Florida and located in Miami-Dade County, (hereinafter referred to as the CITY).

WHEREAS, the COUNTY and the CITY both desire to continue to provide their citizens with a single, primary three-digit emergency phone number as is intended and outlined in Florida Statutes, Chapter 365, *Use of Telephones and Facsimile Machines*, more specifically sections relating to Florida's Emergency Communications Number E911.

WHEREAS, local telephone exchange providers will bill their subscribers for the Emergency 911 fee, collect all Emergency 911 fees paid by subscribers, and then transfer such fees to the State of Florida, less a one (1) percent remuneration for administrative costs, the balance of the Emergency 911 fees; and

WHEREAS, wireless telephone service providers will bill their subscribers for Emergency 911 fees, collect all Emergency 911 fees paid by subscribers, and then transfer these fees to the Florida State Wireless 911 Board, less a one (1) percent remuneration for administrative costs, the balance of the Emergency 911 fees. Then

the Florida State Wireless 911 Board will transfer a portion of these funds to the COUNTY pursuant to Florida law; and

WHEREAS, the intent of this INTERLOCAL AGREEMENT is to ensure that the COUNTY and the participating municipality operating an E911 system accurately administer E911 fees in accordance with Florida law;

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

ARTICLE I
RESPONSIBILITIES OF THE CITY

The CITY agrees to:

1. Establish a strict accounting that tracks the use of E911 fees and provides an audit report to ensure that the E911 funds are received, dispersed and managed in accordance with Florida law. For accounting purposes, the Emergency 911 (E911) System Fund must be segregated into three (3) separate accounts: the wireless category; non-wireless category; and the prepaid wireless category.
2. Pay for reasonable COUNTY expenses that are related to any audit legally required to be conducted by the COUNTY of the wireless, non-wireless, and prepaid wireless E911 fees received by the CITY from the COUNTY, and any reasonable costs for similar audits conducted by the State when the State can legally impose such costs on either the COUNTY or the CITY.

3. Submit to the COUNTY on or before June 15 of each year, a proposed budget for the use of the wireless, non-wireless and prepaid wireless categories in accordance with Florida law for the next fiscal year beginning on October 1st of the same year and ending on September 30th of the following calendar year.
4. Be solely responsible for surpluses or deficits in its own accounts, and accept annual adjustments to the wireless, non-wireless and prepaid wireless E911 fees as may be required by the COUNTY and/or the State in order to eliminate surpluses or deficits in the COUNTY's and/or CITY's E911 System fee accounts.
5. Submit to the COUNTY, on or before March 31 of each year, a completed audit of expenses paid for by wireless, non-wireless and prepaid wireless E911 fees for the prior fiscal year that ended on September 30th. The CITY will bear the cost of such audit.

ARTICLE II
RESPONSIBILITIES OF THE COUNTY

The COUNTY agrees to:

1. Receive wireless, non-wireless and prepaid wireless E911 fees from local telephone exchange providers and the Florida State Technology Office.
2. Transfer to the CITY, in a timely manner, the CITY's share of wireless, non-wireless and prepaid wireless E911 fees that the COUNTY receives.

ARTICLE III
PREVAILING STATE LAW

This Agreement shall be construed in accordance with the current State of Florida laws governing Emergency Communications Number E911. Each party shall administer its E911 system, including the management of E911 fees, in accordance with current Florida law.

ARTICLE IV
MAINTENANCE AND AVAILABILITY OF RECORDS

Each party shall maintain all financial records and accounts in accordance with Generally Accepted Accounting Principles (GAAP). Furthermore, each party will maintain all records related to this AGREEMENT pursuant to law and state-established records retention schedules. For example, record copies of documents consisting of legal records, correspondence, reports, purchases of non-capital items and services, etc., relating to this AGREEMENT must be maintained for five (5) fiscal years after completion or termination of the AGREEMENT provided applicable audits have been released and in compliance with the requirements documented in the most current Florida Department of State, General Schedule For Local Government Agencies. Records maintained by each party pursuant to this AGREEMENT will be made available to the other party for audit purposes.

ARTICLE V
INDEMNIFICATION

Each party to this Agreement agrees to assume responsibility for the acts, omissions, or conduct of such party's own employees while participating herein and pursuant to this Agreement, subject to the provisions of Section 768.28, Florida Statutes, where applicable. "Assume Responsibility" shall mean incurring any and all costs associated

with any suit, action, or claim for damages arising from the performance of this Agreement.

ARTICLE VI
ASSIGNMENT

The CITY shall not assign, transfer, pledge, contract, sub-contract, surrender, or otherwise encumber or dispose of this AGREEMENT, or any interest in any portion of same.

ARTICLE VII
EFFECTIVE DATE AND AMENDMENTS

This AGREEMENT shall be in effect from the date of signing and will expire on January 1, 2025. This Agreement may not be amended or modified except in writing, signed and duly executed by the parties. Any amendments or modifications to this Agreement require County Commission approval via the County's legislative process.

ARTICLE VIII
TERMINATION

This AGREEMENT can be terminated by either party, without or without cause, upon providing thirty (30) days written notice to the other party.

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

MIAMI-DADE COUNTY:

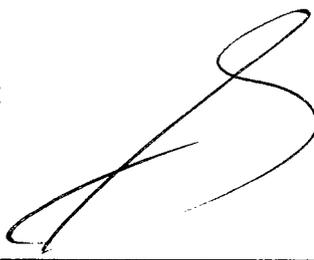


Carlos A. Gimenez, Mayor Date

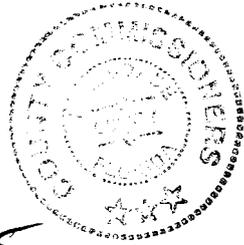


J.D. Patterson, Director Date
Miami-Dade Police Department

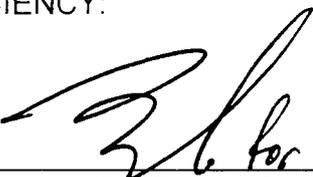
ATTEST:



Harvey Ruvlin, County Clerk Date
Miami-Dade County, Florida



APPROVED AS TO FORM AND LEGAL SUFFICIENCY:



R. A. Cuevas, Jr., County Attorney Date
Miami-Dade County, Florida

CITY OF AVENTURA

COMMUNITY DEVELOPMENT DEPARTMENT

MEMORANDUM

TO: City Commission

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

BY: Joanne Carr, AICP
Community Development Director



DATE: May 11, 2015

SUBJECT: Application by TB Isle Resort, LP for small scale amendments to the City's Comprehensive Plan to change the Future Land Use Map designation of one parcel of land within the Turnberry Isle Resort totaling 2.111 acres from Business and Office to Parks and Recreation and to change the land use designation of a second parcel of land within the Turnberry Isle Resort totaling 2.111 acres from Parks and Recreation to Business and Office (01-CPA-15 and 02-CPA-15 - Small Scale Amendments)

June 2, 2015	Local Planning Agency Agenda Item	<u>4A</u>
June 2, 2015	City Commission Meeting Agenda Item	<u>7A</u>
July 7, 2015	City Commission Meeting Agenda Item	_____

RECOMMENDATION

It is recommended that the City Commission:

1. Approve the small scale Comprehensive Plan map amendment to change the land use designation of one parcel of land on West Country Club Drive totaling 2.111 acres from Business and Office to Parks and Recreation; and
2. Approve the small scale Comprehensive Plan map amendment to change the land use designation of one parcel of land on West Country Club Drive totaling 2.111 acres from Parks and Recreation to Business and Office; and

THE REQUEST

The applicant, TB Isle Resort, LP, is requesting two small scale Comprehensive Plan map amendments to allow an exchange of future land use designation on parcels totaling 2.111

acres each on West Country Club Drive. The northerly parcel (the "North Parcel") as shown on the attached Exhibit "B" is requested to be changed from Parks and Recreation to Business and Office and the southerly parcel (the "South Parcel") as shown on the attached Exhibit "A" is requested to be changed from Business and Office to Parks and Recreation to facilitate a rezoning of the North Parcel from ROS, Recreation Open Space District to B2, Community Business District and a rezoning of the South Parcel from B2, Community Business District to ROS, Recreation Open Space District. (See Exhibit #1 for Letter of Intent)

BACKGROUND

OWNER OF PROPERTY	TB Isle Resort, LP
NAME OF APPLICANT	TB Isle Resort, LP
LOCATION OF PROPERTY	19999 West Country Club Drive See Exhibit #2 for Location Map See Exhibit #3 for Parcel Locations
SIZE OF PROPERTY	North Parcel: 2.111 acres South Parcel: 2.111 acres
PROPERTY DESCRIPTION	See Exhibit "A" for South Parcel Description See Exhibit "B" for North Parcel Description

DESCRIPTION /BACKGROUND

The site owned by the applicant is comprised of the Turnberry Isle Resort and the Turnberry Golf Club on West Country Club Drive. The applicant requests an exchange of future land use designations on two parcels of land within the golf course and resort on West Country Club Drive to facilitate future redevelopment of the resort. The redevelopment plan contemplates amendment from Business and Office to Parks and Recreation future land use designation and corresponding change in zoning from existing country club (B2) zoning to golf club (ROS) zoning on the South Parcel. In turn, the North Parcel, equal in land area, currently designated as Parks and Recreation on the future land use map is proposed to be changed to Business and Office and rezoned as country club (B2). The amount of land that is located in each future land use category and in each zoning category would not change, simply its location.

The North Parcel, shown on Exhibit "B", is the current location of the conference center entry, service road and waterfall. The South Parcel, shown on Exhibit "A", is the current location of the maintenance, laundry, nursery and storage area. The applicant requests the comprehensive plan amendments to allow rezoning of these parcels from ROS to B2 and from B2 to ROS respectively to facilitate the proposed expansion of the resort.

The owner has submitted an application for administrative site plan approval which may be processed if the requested comprehensive plan amendment and concurrent rezoning applications are approved.

The existing uses on the Parcels comply with the uses permitted in the respective proposed zoning categories. The conference entry, service road and waterfall located on the North Parcel to be changed from ROS to B2 are permitted uses in the B2 zone. The maintenance, laundry, nursery and storage area on the South Parcel proposed to be changed from B2 to ROS are accessory uses to the golf course which is a permitted use in the ROS zoning category.

HISTORY

The North Parcel was originally zoned B2, Community Business District, with a Business and Office future land use designation. The South Parcel was originally zoned ROS, Recreation Open Space District, with a Parks and Recreation future land use designation. In June of 2009, the applicant requested an exchange of comprehensive plan designation and zoning categories on parcels totaling 2.69 acres each, including the North and South Parcels, to facilitate development of a twelve story hotel on the South Parcel. This exchange was approved through Ordinances Nos. 2009-12 and 2009-13 passed by the City Commission on June 2, 2009. The hotel development was approved through Administrative Site Plan Approval issued October 28, 2013. This development did not occur and the applicant has proposed a revised plan to construct a two story conference center, demolish and expand one of the existing freestanding hotel buildings, construct a one story addition to the existing parking garage, expand the existing porte-cochere at the clubhouse building and construct one new nursery/maintenance building.

ANALYSIS

I. South Parcel (described in Exhibit "A" to this application)

Future Land Use Designation

Subject Property:	Business and Office
Properties to the North:	Business and Office and Parks and Recreation
Properties to the South:	Medium-High Density Residential
Properties to the East:	Parks and Recreation
Properties to the West:	Business and Office

Zoning

Subject Property:	B2, Community Business District
Properties to the North:	B2, Community Business District and ROS, Recreation Open Space District
Properties to the South:	RMF4, Multifamily High Density Residential District
Properties to the East:	ROS, Recreation Open Space
Properties to the West:	B2, Community Business District

Existing Land Use

Subject property:	nursery/maintenance/storage area
Properties to the North:	service road, surface parking, parking garage
Properties to the South:	residential condominium
Properties to the East:	golf course
Properties to the West:	regional mall

II. North Parcel (described in Exhibit “B” to this application)

Future Land Use Designation

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

Zoning

Subject Property:	ROS, Recreation Open Space District
Properties to the North:	B2, Community Business District
Properties to the South:	ROS, Recreation Open Space District
Properties to the East:	B2, Community Business District
Properties to the West:	ROS, Recreation Open Space District

Existing Land Use

Subject property:	conference center entry, service road, waterfall
Properties to the North:	resort and conference center
Properties to the South:	golf course and maintenance/nursery/storage area
Properties to the East:	golf course, conference center
Properties to the West:	service road, surface parking, parking garage

Access – The Parcels front on West Country Club Drive. Access is existing to the Parcels.

Conformity to City Comprehensive Plan – The amendments are consistent with the goals, objectives and policies of the City’s Comprehensive Plan. More specifically, the proposal is consistent with the following policies in the Future Land Use, Parks and Recreation and Redevelopment Elements of the Plan:

Future Land Use Element

Policy 8.2 Applications to amend the City's Future Land Use Plan map shall be evaluated to consider consistency with the Goals, Objectives and Policies of all Elements, other timely issues, and in particular the extent to which the proposal, if approved, would:

- 1. Satisfy a deficiency in the Plan map to accommodate projected population or economic growth of the City;*

The proposed amendments will accommodate economic growth of the City by facilitating expansion of the existing resort.

- 2. Enhance or impede provision of services at adopted LOS Standards;*

Traffic – The Parcels are located on West Country Club Drive and are of equal size. There will be no net increase in size to either land use category, therefore traffic volumes are expected to remain constant. Therefore, these applications will not impede provision of traffic services.

Water – There will be no net increase in size to either land use category, therefore, provision of services will not be impeded.

Sewer – There will be no net increase in size to either land use category, therefore, provision of services will not be impeded.

Mass Transit – A bus transit facility is located at Aventura Mall, located immediately across the street from the subject sites. Future development of the proposed business and office parcel will be required to provide pedestrian linkage to County and City transit services that are safe and convenient to transit users.

Parks and Recreation – The City presently exceeds LOS standards for park space. There is no decrease or addition to park space since there will be no net increase in size to either land use category. Therefore, provision of service at adopted level of service standard will not be impeded.

Stormwater Drainage – There is no net increase in size to either land use category, therefore, provision of services will not be impeded.

Solid Waste – There is no net increase in size to either land use category, therefore, provision of services will not be impeded.

3. *Be compatible with abutting and nearby land uses and protect the character of established neighborhoods; and*

The proposed amendments are compatible with abutting and nearby land uses and will protect the character of the neighborhood. The existing business and office site is now proposed further to the north of the existing residential development and the site now designated as Business and Office is proposed to be designated as Parks and Recreation which will further buffer development for the existing residential development to the south.

4. *Enhance or degrade environmental or historical resources, features or systems of significance.*

The proposed amendments will not degrade the environmental or historical resources, features or systems of significance.

Parks and Recreation Element

Policy 4.1 The City adopts a level of service requiring 2.75 acres of net useable park land per 1,000 residents, implemented by the concurrency management system.

The estimated current population for the City of Aventura is 37,239. These amendments do not increase population. The amount of park and recreation land required by the park level of service standard is $37,239 \times 2.75/1000$ or 102 acres. The existing available park and recreation land is 117 acres. No deficiency exists and the proposed amendments will not create a deficiency in this standard.

Redevelopment Element

Policy 2.11 The location of parking, curb cuts, walkways, bike lanes, signage, lighting and landscape treatments shall be co-ordinated to provide maximum user safety, while improving the comprehensive aesthetic appearance of Aventura.

The applicant will be required, through the site plan review process when the proposed business and office site is developed, to locate parking, curb cuts, walkways, bike lanes, signage, lighting and landscape treatments to maximize user safety and improve the aesthetics of the City.

Traffic Generation – A traffic generation study is not required for this comprehensive plan amendment application because there will be no net increase in size to either land use category and the properties in question are both located along West Country Club Drive. The traffic volumes on this street should therefore remain constant with these proposed land use amendments. Both a traffic study and a queuing study will be required as part of the subsequent site plan approval application by this applicant to ensure that proper traffic related standards are met prior to development.

School Impacts – The requested change in land use designations do not require analysis for school impacts since both land use designations are non-residential and do not generate new students into the school system.

Conformity to City Land Development Regulations – The proposed amendments will facilitate a proposed rezoning of the North Parcel from ROS, Recreation Open Space District to B2, Community Business District and a proposed rezoning of the South Parcel from B2, Community Business District to ROS, Recreation Open Space District. Future development will be in accordance with the site development standards of those zoning districts.

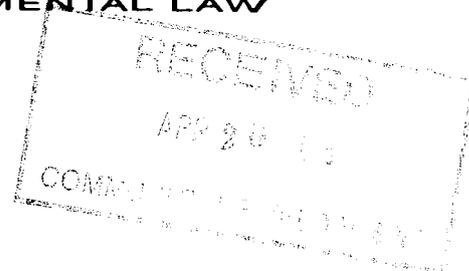
Coastal High Hazard Location – This site is not located in a designated coastal high hazard area.



BERCOW RADELL & FERNANDEZ

ZONING, LAND USE AND ENVIRONMENTAL LAW

DIRECT LINE: (305) 377-6238
E-Mail: mmarrero@BRZoningLaw.com



VIA HAND DELIVERY

April 17, 2015

Joanne Carr, Planning Director
City of Aventura
19200 West Country Club Drive, 4th Floor
Aventura, Florida 33180

Exhibit 1
01 & 02-CPA-15

Re: 19999 West Country Club Drive; Zoning District Change and Comprehensive Land Use Amendment

Dear Joanne:

This law firm represents TB Isle Resort, LP with regard to the improvements and redevelopment of the Turnberry Isle Miami at 19999 West Country Club Drive (the "Property"). This letter shall serve as the Applicant's letter of intent to rezone and redesignate a portion of the Property from ROS / Parks and Recreation to B2 / Business and Office; and to rezone and redesignate an equal portion of B2 / Business and Office area to ROS / Parks and Recreation. These zoning and CDMP amendments are part of the redevelopment of the Property.

The plan for the redevelopment of the country club/golf course includes a change in the zoning from existing country club (B2) area to the ROS zoning district and Parks and Recreation designation on the City's Future Land Use Map. In turn, certain areas that are zoned ROS and designated Parks & Recreation would become part of the B2 zoning district and Business and Office designation on the City's Future Land Use Map. The amount of land that is located in each zoning district would not change, simply its location.

Section 31-148 of the City Code states that the ROS District "is intended to provide for the recreation and open space needs of the City." Pools and tennis courts certainly contribute to the recreational needs of the City, and thus are in the spirit of the ROS District. Furthermore, the following uses are explicitly permitted in the ROS District:

- a. Open space and passive recreational areas;
- b. Golf course;
- c. Boat ramps and docks;
- d. Outdoor cultural, educational and civic facilities;
- e. Parks;
- f. Waterways; and
- g. Uses accessory to any of the above uses when located on the same plot.

There is no detailed description of “parks” in the Use Regulations of the ROS District, nor is it defined in the City’s land development regulations. However, common sense dictates that parks are intended to include tennis courts and pools, as a permitted uses. Nevertheless, at a minimum, they should both be considered accessory uses to parks and golf courses.

(1) The proposed amendment is consistent with goals, objectives and policies of the City's Comprehensive Plan.

The proposed change will not be inconsistent with the goals, objectives and policies of the City’s Comprehensive Plan. There will be no net change in the amount of land for either zoning district.

(2) The proposed zoning district is compatible with the surrounding area's zoning designation(s) and existing uses.

There Property is already zoned a combination of B2 and ROS, and there additional lands surrounding the Property that are zoned B2 and ROS. Furthermore, since the resulting areas of each zoning district on the Property will be the same as prior to the amendment, the change is certainly compatible.

(3) The subject property is physically suitable for the uses permitted in the proposed district.

Although there has not yet been a site plan associated with this application, the anticipated uses permitted in the proposed districts are, not only physically suitable but, compatible and associated with the existing use on the Property.

(4) There are sites available in other areas currently zoned for such use.

Not applicable. The effect of this application will result in the same amount of Parks and Recreation / ROS and Business and Office / B2 land.

(5) If applicable, the proposed change will contribute to redevelopment of an area in accordance with an approved redevelopment plan.

The proposed change has been contemplated as an element of the ongoing Property redevelopment.

(6) The proposed change would adversely affect traffic patterns or congestion.

The proposed change will have no adverse traffic impact. Any additional traffic will be reviewed pursuant to a subsequent site plan application.

(7) 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.

The application proposes no increase in population or overall changes in use.

(8) Whether the proposed change would have an adverse environmental impact on the vicinity.

There is not expected to be any environmental impact as a result of this application.

(9) Whether 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. Again, the resulting zoning and comprehensive plan designations will be the same as currently provided, but in slightly different locations within the Applicant's property.

Conclusion. The proposed amendments to the City's Future Land Use Map and the City's Zoning Map are part of the current development plan for the country club. As described in the foregoing letter, the net amount of ROS/Parks and Recreation and B2/Business and Office land will remain the same following

Ms. Joanne Carr
April 17, 2015
Page 4 of 4

these amendments, and it will all be retained on the Property. As such, we look forward to your positive review and recommendation of these applications. Please feel free to contact me regarding any comments or questions you may have.

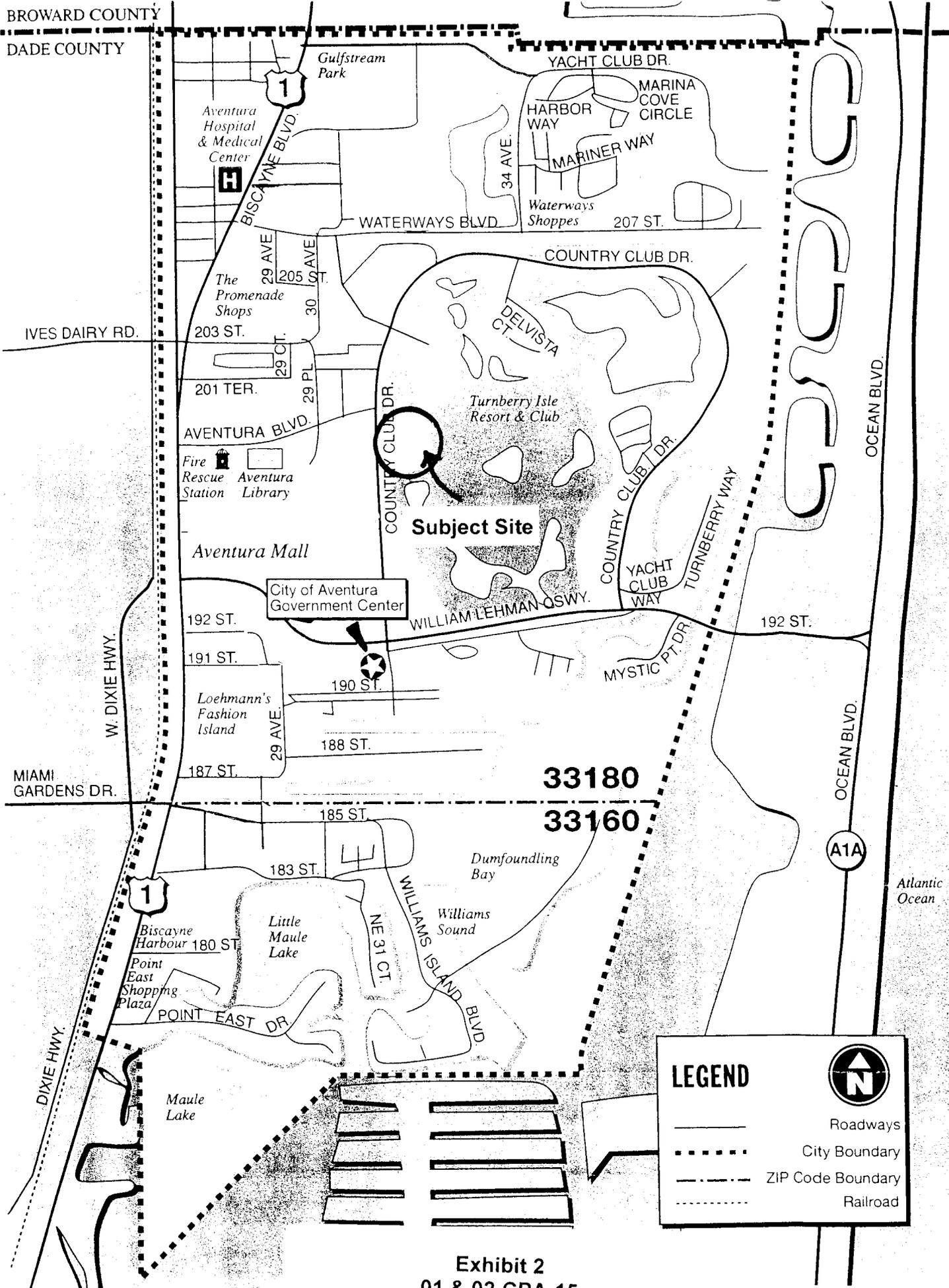
Sincerely,

A handwritten signature in black ink, appearing to be 'MJM', written in a cursive style.

Michael J. Marrero

cc: Ms. Joanne Carr, Planning Director
David Wolpin, City Attorney

BROWARD COUNTY
DADE COUNTY



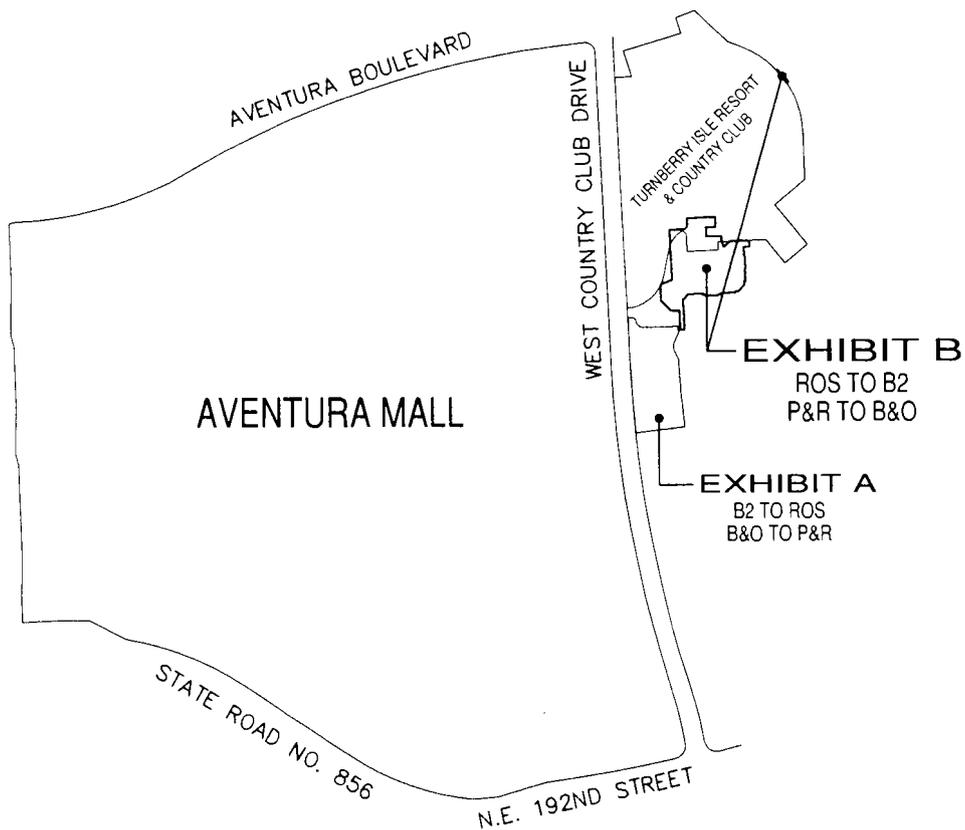
LEGEND

-  Roadways
-  City Boundary
-  ZIP Code Boundary
-  Railroad



Exhibit 2
01 & 02-CPA-15

**Exhibit 3
01 & 02-CPA-15**



<table border="1"> <tr> <td>Drawn By</td> <td>MAP</td> </tr> <tr> <td>Cad. No.</td> <td>081221</td> </tr> <tr> <td>Ref. Dwg</td> <td>2011-025</td> </tr> <tr> <td>Plotted:</td> <td>4/9/15 11:00a</td> </tr> </table>	Drawn By	MAP	Cad. No.	081221	Ref. Dwg	2011-025	Plotted:	4/9/15 11:00a	<p>LOCATION SKETCH</p> <p>FORTIN, LEAVY, SKILES, INC. CONSULTING ENGINEERS, SURVEYORS & MAPPERS FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653 180 Northeast 168th Street / North Miami Beach, Florida. 33162 Phone: 305-653-4493 / Fax 305-651-7152 / Email fls@flssurvey.com</p>	<table border="1"> <tr> <td>Date</td> <td>4/9/15</td> </tr> <tr> <td>Scale</td> <td>NOT TO SCALE</td> </tr> <tr> <td>Job. No.</td> <td>150445</td> </tr> <tr> <td>Dwg. No.</td> <td>1015-037-B</td> </tr> <tr> <td>Sheet</td> <td>4 of 4</td> </tr> </table>	Date	4/9/15	Scale	NOT TO SCALE	Job. No.	150445	Dwg. No.	1015-037-B	Sheet	4 of 4
Drawn By	MAP																			
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Job. No.	150445																			
Dwg. No.	1015-037-B																			
Sheet	4 of 4																			

EXHIBIT A

LEGAL DESCRIPTION:

A portion of Tract U, FIFTH ADDITION BISCAYNE YACHT AND COUNTRY CLUB, according to the plot thereof, as recorded in Plat Book 99 at Page 20 of the Public Records of Miami-Dade County, Florida, and being more particularly described as follows:

Begin at the Northwest corner of Tract H-H of said plat of FIFTH ADDITION BISCAYNE YACHT AND COUNTRY CLUB; thence N 81°00'38" E along the North line of said Tract H-H for 211.44 feet to a point on a circular curve concave to the Northeast and whose radius point bears N 81°00'38" E; thence Northwesterly along a 4299.22 foot radius curve leading to the right through a central angle of 3°48'14" for an arc distance of 285.43 feet to a non-tangent point; thence N 28°44'32" W for 43.73 feet; thence N 03°20'32" W for 24.05 feet; thence N 21°07'43" E for 63.17 feet; thence S 87°20'20" W for 6.30 feet; thence N 02°39'40" W for 15.79 feet; thence S 87°20'20" W for 23.77 feet; thence S 42°20'20" W for 2.49 feet; thence S 87°20'23" W for 138.29 feet; thence N 47°39'40" W for 26.09 feet; thence N 02°39'40" W for 6.48 feet to a point of curvature; thence Northwesterly and Southwesterly along a 15.00 foot radius curve leading to the left through a central angle of 90°00'00" for an arc distance of 23.56 feet to a point of tangency; thence S 87°20'20" W for 17.99 feet to a point on a circular curve concave to the Northeast and whose radius point bears N 87°09'27" E; thence Southeasterly along the Westerly line of said Tract U and Easterly right of way line of West Country Club Drive, also being a 4510.66 foot radius curve leading to the left through a central angle of 6°08'49" for an arc distance of 483.92 feet to the Point of Beginning.

SURVEYOR'S NOTES:

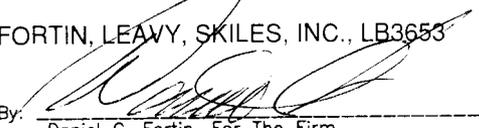
- This site lies in Section 3, Township 52 South, Range 42 East, City of Aventura, Miami-Dade County, Florida.
- Bearings hereon are referred to an assumed value of S 02°40'32" E for the Easterly right of way line of West Country Club Drive.
- Lands shown hereon were not abstracted for easements and/or rights-of-way of records.
- This is not a "Boundary Survey" but only a graphic depiction of the description shown hereon.
- Lands shown hereon containing 91,955 square feet, or 2.111 acres, more or less.
- Dimensions shown hereon are based on Fortin, Leavy, Skiles, sketch #2011-025.

SURVEYOR'S CERTIFICATION:

I hereby certify that this "Sketch of Description" was made under my responsible charge on April 8, 2015, and meets the applicable codes as set forth in the Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

"Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper"

FORTIN, LEAVY, SKILES, INC., LB3653

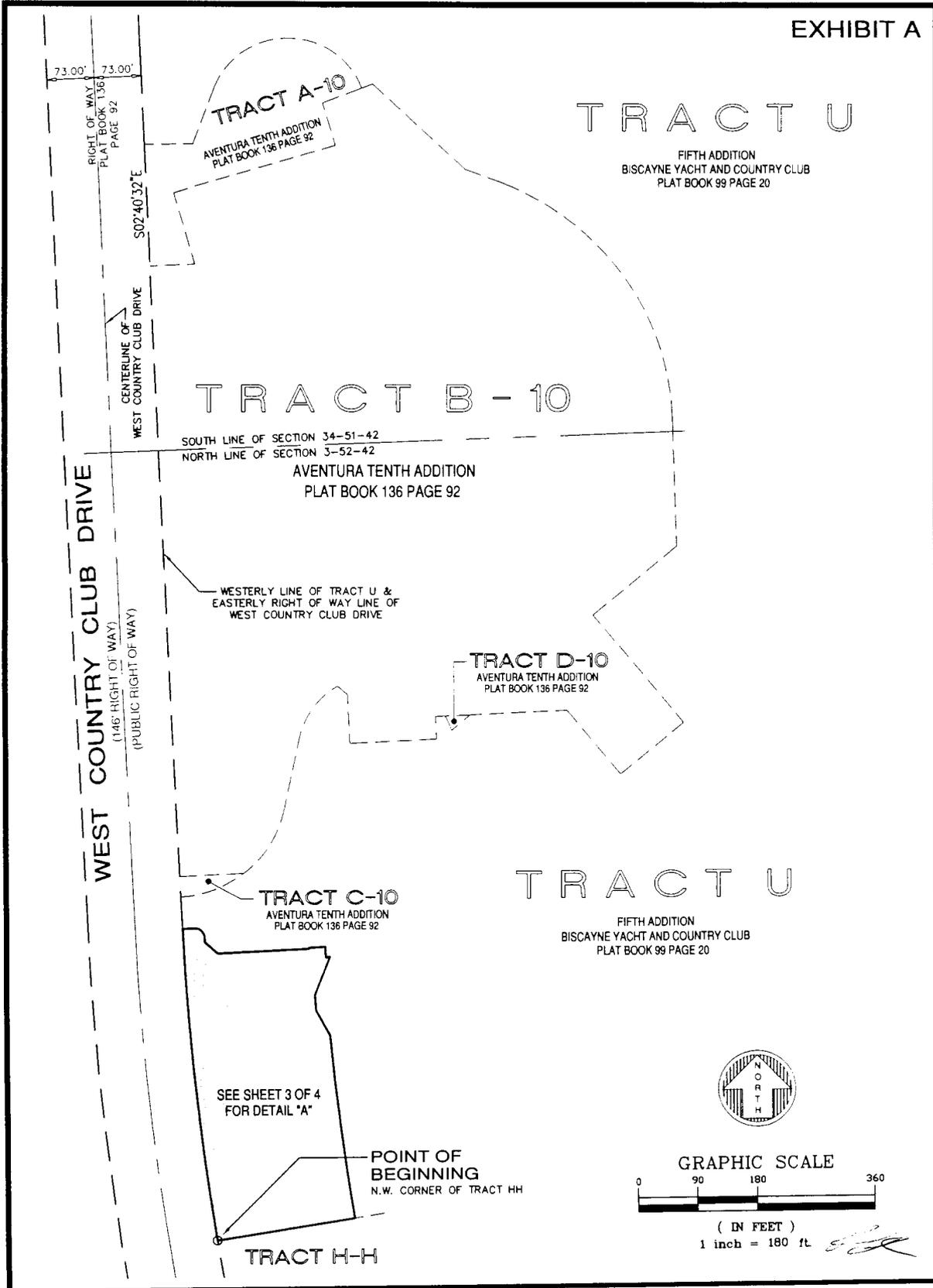
By: 
 Daniel C. Fortin, For The Firm
 Surveyor and Mapper, LS2B53
 State of Florida.

Drawn By	MAP
Cad. No.	081221
Ref. Dwg.	2011-025
Plotted:	4/9/15 11:00a

LEGAL DESCRIPTION, NOTES & CERTIFICATION

FORTIN, LEAVY, SKILES, INC.
 CONSULTING ENGINEERS, SURVEYORS & MAPPERS
 FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653
 180 Northeast 168th Street / North Miami Beach, Florida. 33162
 Phone: 305-653-4493 / Fax 305-651-7152 / Email fls@flsurvey.com

Date	4/9/15
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Sheet	1 of 4



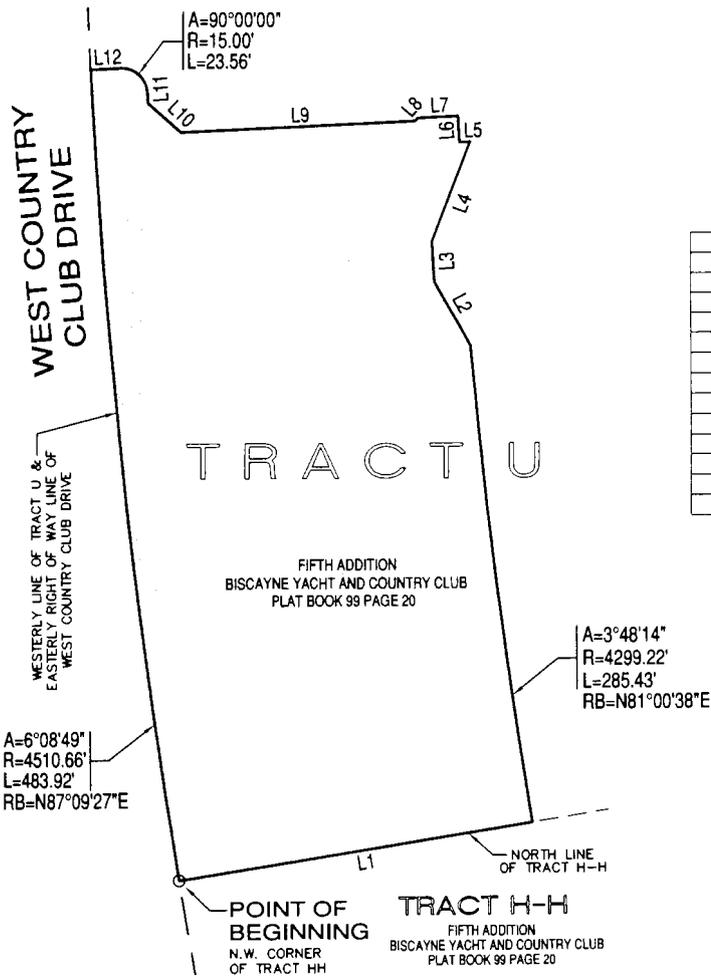
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SKETCH OF DESCRIPTION

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Date	4/9/15
Scale	1"=180'
Job. No.	150445
Dwg. No.	1015-037-A
Sheet	2 of 4

EXHIBIT A



LINE TABLE		
LINE	LENGTH	BEARING
L1	211.44	N81°00'38\"E
L2	43.73	N28°44'32\"W
L3	24.05	N03°20'32\"W
L4	63.17	N21°07'43\"E
L5	6.30	S87°20'20\"W
L6	15.79	N02°39'40\"W
L7	23.77	S87°20'20\"W
L8	2.49	S42°20'20\"W
L9	138.29	S87°20'23\"W
L10	26.09	N47°39'40\"W
L11	6.48	N02°39'40\"W
L12	17.99	S87°20'20\"W



DETAIL "A"

<p>Drawn By MAP</p> <p>Cad. No. 081221</p> <p>Ref. Dwg. 2011-025</p> <p>Plotted: 4/9/15 11:00a</p>	<p align="center">SKETCH OF DESCRIPTION</p> <p align="center">FORTIN, LEAVY, SKILES, INC. CONSULTING ENGINEERS, SURVEYORS & MAPPERS FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653 180 Northeast 168th. Street / North Miami Beach, Florida. 33162 Phone: 305-653-4493 / Fax 305-651-7152 / Email fls@flssurvey.com</p>	<p>Date 4/9/15</p> <p>Scale NOT TO SCALE</p> <p>Job. No. 150445</p> <p>Dwg. No. 1015-037-A</p> <p>Sheet 3 of 4</p>
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EXHIBIT A



Drawn By MAP	LOCATION SKETCH	Date 4/9/15
Cad. No. 081221		Scale NOT TO SCALE
Ref. Dwg 2011-025	FORTIN, LEAVY, SKILES, INC. CONSULTING ENGINEERS, SURVEYORS & MAPPERS FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653 180 Northeast 168th. Street / North Miami Beach, Florida. 33162 Phone: 305-653-4493 / Fax 305-651-7152 / Email fls@flssurvey.com	Job. No. 150445
		Dwg. No. 1015-037-A
Plotted: 4/9/15 11:00a		Sheet 4 of 4

LEGAL DESCRIPTION:

EXHIBIT B

A portion of Tract B-10, AVENTURA TENTH ADDITION, according to the plat thereof, as recorded in Plat Book 136 at Page 92, and a portion of Tract U, FIFTH ADDITION BISCAYNE YACHT AND COUNTRY CLUB, according to the plat thereof, as recorded in Plat Book 99 at Page 20, both of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Begin at the Northeast corner of Tract D-10 of said plat of AVENTURA TENTH ADDITION; thence S 50°38'09" W along the Southeasterly line of said Tract D-10 for 36.81 feet to a point on a circular curve concave to the Southwest and whose radius point bears S 72°28'08" W; thence Northwesterly along the Westerly line of said Tract D-10, also being a 120.00 foot radius curve leading to the left through a central angle of 11°16'19" for an arc distance of 23.61 feet to a non-tangent point; thence N 02°20'33" W for 24.13 feet; thence S 87°26'47" W for 62.28 feet; thence N 02°33'13" W for 39.61 feet; thence N 87°26'47" E for 41.45 feet; thence N 02°33'13" W for 42.01 feet; thence S 87°26'47" W for 120.69 feet; thence S 02°33'13" E for 33.67 feet; thence S 42°26'47" W for 16.77 feet; thence S 87°26'47" W for 63.18 feet; thence S 02°40'32" E for 210.19 feet; thence S 69°21'03" W for 52.68 feet; thence S 00°35'40" W for 66.67 feet; thence S 45°59'34" E for 61.79 feet; thence N 87°27'33" E for 35.71 feet; thence S 02°57'10" E for 74.43 feet; thence S 21°07'43" W for 8.51 feet; thence N 87°20'20" E for 20.53 feet; thence N 02°39'40" W for 100.00 feet; thence S 87°20'20" W for 1.67 feet; thence N 02°39'40" W for 26.70 feet; thence N 87°20'20" E for 3.66 feet; thence N 42°20'20" E for 23.73 feet; thence N 02°39'40" W for 3.16 feet; thence N 87°20'20" E for 66.01 feet; thence S 02°39'40" E for 5.67 feet; thence N 87°20'20" E for 12.38 feet; thence S 02°39'40" E for 3.83 feet; thence N 87°20'20" E for 52.75 feet; thence N 02°39'40" W for 3.83 feet; thence N 87°20'20" E for 12.38 feet; thence N 02°39'40" W for 3.50 feet; thence N 87°20'20" E for 59.00 feet; thence N 02°39'40" W for 5.08 feet; thence N 87°20'20" E for 12.23 feet; thence N 87°20'20" E for 36.63 feet; thence N 02°39'40" W for 12.23 feet; thence N 87°20'20" E for 5.08 feet; thence N 02°39'40" W for 55.00 feet; thence N 87°20'20" E for 2.67 feet; thence N 02°39'40" W for 52.75 feet; thence S 87°20'20" W for 2.67 feet; thence N 02°39'40" W for 37.22 feet; thence N 87°20'20" E for 25.34 feet; thence N 02°39'40" W for 26.76 feet; thence S 87°26'47" W along the exterior boundary line of said Tract B-10 for 77.46 feet to the Point of Beginning.

AND

A portion of Tract U, FIFTH ADDITION BISCAYNE YACHT AND COUNTRY CLUB, according to the plat thereof, as recorded in Plat Book 99 at Page 20 of the Public Records of Miami-Dade County, Florida, and being more particularly described as follows:

Commence at the most Northerly corner of Tract B-10, AVENTURA TENTH ADDITION, according to the plat thereof, as recorded in Plat Book 136 at Page 92 of said Public Records of Miami-Dade County, Florida, the following four (4) courses being along the exterior boundary line of said Tract B-10; 1) thence S 47°08'16" E for 193.28 feet; 2) thence S 69°22'04" E for 60.00 feet to a point curvature; 3) thence Southeasterly along a 400.00 foot radius curve leading to the right through a central angle of 25°40'53" for an arc distance of 179.29 feet to the Point of Beginning; 4) thence continue Southeasterly along said 400.00 foot radius curve leading to the right through a central angle of 9°49'31" for an arc distance of 68.59 feet; thence N 48°35'47" E for 7.26 feet; thence N 41°24'13" W for 68.44 feet; thence S 48°35'47" W for 4.11 feet to the Point of Beginning.

SURVEYOR'S NOTES:

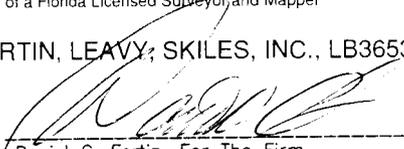
- This site lies in Section 3, Township 52 South, Range 42 East and Section 34, Township 51 South, Range 42 East, City of Aventura, Miami-Dade County, Florida.
- Bearings hereon are referred to an assumed value of S 02°40'32" E for the Easterly right of way line of West Country Club Drive.
- Lands shown hereon were not abstracted for easements and/or rights-of-way of records.
- This is not a "Boundary Survey" but only a graphic depiction of the description shown hereon.
- Lands shown hereon containing 91,955 square feet, or 2.111 acres, more or less.
- Dimensions shown hereon are based on Fortin, Leavy, Skiles, sketch #2011-025.

SURVEYOR'S CERTIFICATION:

I hereby certify that this "Sketch of Description" was made under my responsible charge on April 9, 2015, and meets the applicable codes as set forth in the Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

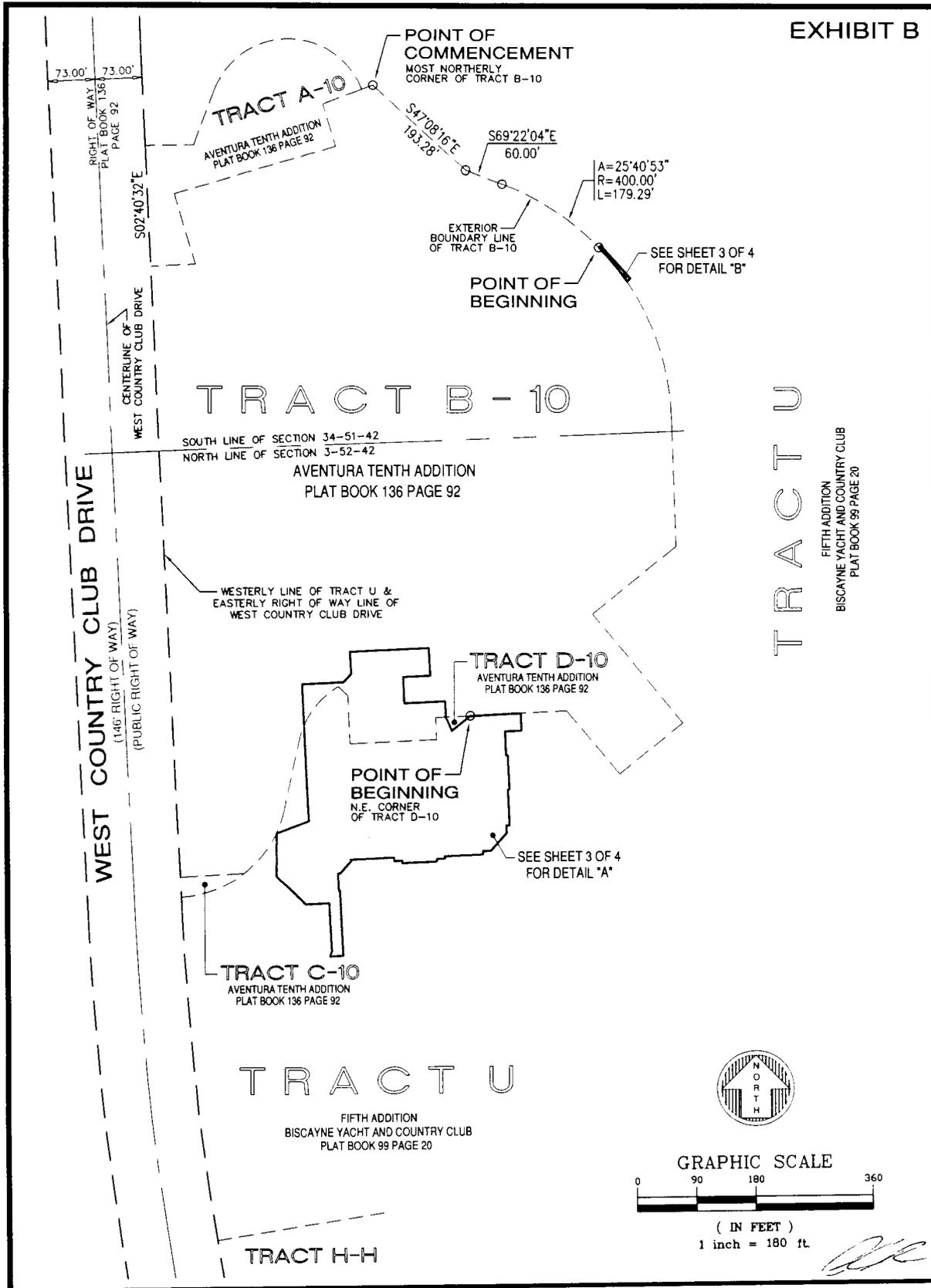
"Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper"

FORTIN, LEAVY, SKILES, INC., LB3653

By: 
 Daniel C. Fortin, For The Firm
 Surveyor and Mapper, LS2853
 State of Florida.

<table border="1"> <tr> <td>Drawn By</td> <td>MAP</td> </tr> <tr> <td>Cad. No.</td> <td>081221</td> </tr> <tr> <td>Ref. Dwg.</td> <td>2011-025</td> </tr> <tr> <td>Plotted:</td> <td>4/9/15 11:00a</td> </tr> </table>	Drawn By	MAP	Cad. No.	081221	Ref. Dwg.	2011-025	Plotted:	4/9/15 11:00a	<p align="center">LEGAL DESCRIPTION, NOTES & CERTIFICATION</p> <p align="center">FORTIN, LEAVY, SKILES, INC. CONSULTING ENGINEERS, SURVEYORS & MAPPERS FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653 180 Northeast 168th. Street / North Miami Beach, Florida. 33162 Phone: 305-653-4493 / Fax 305-651-7152 / Email fls@flssurvey.com</p>	<table border="1"> <tr> <td>Date</td> <td>4/9/15</td> </tr> <tr> <td>Scale</td> <td>NOT TO SCALE</td> </tr> <tr> <td>Job. No.</td> <td>150445</td> </tr> <tr> <td>Dwg. No.</td> <td>1015-037-B</td> </tr> <tr> <td>Sheet</td> <td>1 of 4</td> </tr> </table>	Date	4/9/15	Scale	NOT TO SCALE	Job. No.	150445	Dwg. No.	1015-037-B	Sheet	1 of 4
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Sheet	1 of 4																			

EXHIBIT B



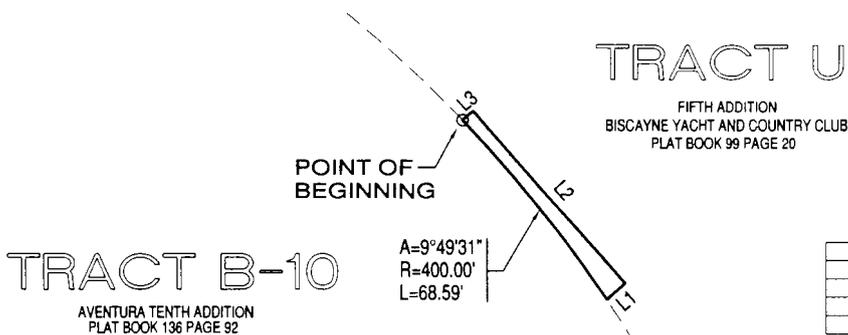
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Cad. No.	081221
Ref. Dwg.	2011-025
Plotted:	4/9/15 11:00a

SKETCH OF DESCRIPTION

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 CONSULTING ENGINEERS, SURVEYORS & MAPPERS
 FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653
 180 Northeast 168th. Street / North Miami Beach, Florida. 33162
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Date	4/9/15
Scale	1"=180'
Job. No.	150445
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EXHIBIT B



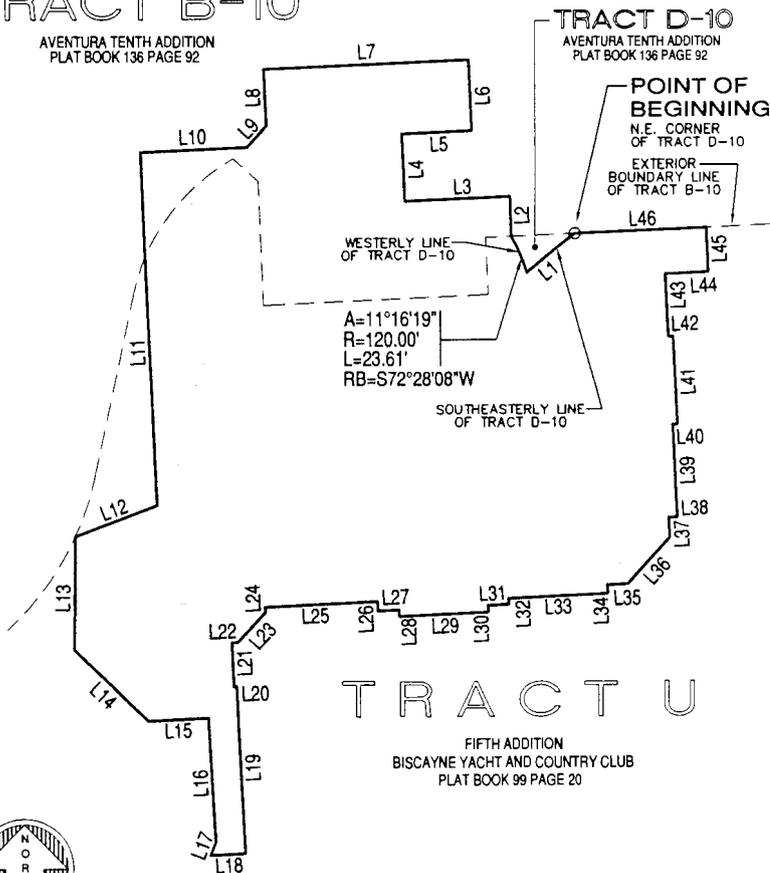
LINE TABLE		
LINE	LENGTH	BEARING
L1	7.26	N48°35'47"E
L2	68.44	N41°24'13"W
L3	4.11	S48°35'47"W



DETAIL "B"

TRACT B-10

AVENTURA TENTH ADDITION
PLAT BOOK 136 PAGE 92



LINE TABLE		
LINE	LENGTH	BEARING
L1	36.81	S50°38'09"W
L2	24.13	N02°20'33"W
L3	62.28	S87°26'47"W
L4	39.61	N02°33'13"W
L5	41.45	N87°26'47"E
L6	42.01	N02°33'13"W
L7	120.69	S87°26'47"W
L8	33.67	S02°33'13"E
L9	16.77	S42°26'47"W
L10	63.18	S87°26'47"W
L11	210.19	S02°40'32"E
L12	52.68	S69°21'03"W
L13	66.67	S00°35'40"W
L14	61.79	S45°59'34"E
L15	35.71	N87°27'33"E
L16	74.43	S02°57'10"E
L17	8.51	S21°07'43"W
L18	20.53	N87°20'20"E
L19	100.00	N02°39'40"W
L20	1.67	S87°20'20"W
L21	26.70	N02°39'40"W
L22	3.66	N87°20'20"E
L23	23.73	N42°20'20"E
L24	3.16	N02°39'40"W
L25	66.01	N87°20'20"E
L26	5.67	S02°39'40"E
L27	12.38	N87°20'20"E
L28	3.83	S02°39'40"E
L29	52.75	N87°20'20"E
L30	3.83	N02°39'40"W
L31	12.38	N87°20'20"E
L32	3.50	N02°39'40"W
L33	59.00	N87°20'20"E
L34	5.08	N02°39'40"W
L35	12.23	N87°20'20"E
L36	36.63	N42°20'20"E
L37	12.23	N02°39'40"W
L38	5.08	N87°20'20"E
L39	55.00	N02°39'40"W
L40	2.67	N87°20'20"E
L41	52.75	N02°39'40"W
L42	2.67	S87°20'20"W
L43	37.22	N02°39'40"W
L44	25.34	N87°20'20"E
L45	26.76	N02°39'40"W
L46	77.46	S87°26'47"W



DETAIL "A"

Drawn By	MAP
Cad. No.	081221
Ref. Dwg.	2011-025
Plotted:	4/9/15 11:00a

SKETCH OF DESCRIPTION

FORTIN, LEAVY, SKILES, INC.
CONSULTING ENGINEERS, SURVEYORS & MAPPERS
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653
180 Northeast 168th. Street / North Miami Beach, Florida. 33162
Phone: 305-653-4493 / Fax 305-651-7152 / Email fls@flssurvey.com

Date	4/9/15
Scale	NOT TO SCALE
Job. No.	150445
Dwg. No.	1015-037-B
Sheet	3 of 4

EXHIBIT B



Drawn By	MAP
Cad. No.	081221
Ref. Dwg.	2011-025
Plotted:	4/9/15 11:00a

LOCATION SKETCH

FORTIN, LEAVY, SKILES, INC.
CONSULTING ENGINEERS, SURVEYORS & MAPPERS
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653
180 Northeast 168th. Street / North Miami Beach, Florida. 33162
Phone: 305-653-4493 / Fax 305-651-7152 / Email fls@flssurvey.com

Date	4/9/15
Scale	NOT TO SCALE
Job. No.	150445
Dwg. No.	1015-037-B
Sheet	4 of 4



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:

Table with 2 columns: Name, Relationship. Rows include Michael J. Marrero (Attorney), Jeff Berrow (Attorney), Thomas Checda (Civil Engineer), Don Fortin, Jr. (Surveyor), Donald Wolfe (Architect).

(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 18th DAY OF May 2005

AUTHORIZED REPRESENTATIVE OF APPLICANT:

By: [Signature]
Name: Michael J. Marrero
Title: Attorney
Address: 200 S. Biscayne Blvd, #850 Miami, FL 33131

OWNER

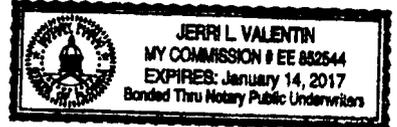
By: X [Signature]
Name: Jonathan Kury
Title: General Counsel
Address: 19950 W Country Club Drive, 10th Floor Aventura, FL 33180

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

SWORN TO AND SUBSCRIBED BEFORE ME this 18th day of May 2005

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





BUSINESS RELATIONSHIP AFFIDAVIT*

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

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

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

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

The nature of the Business Relationship is as follows:

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

WITNESS MY HAND THIS 18 DAY OF May 2015

APPLICANT:

By: [Signature] (Signature)
Name: Michael J. Marrero (Print)
Title: Attorney (Print)

WITNESS MY HAND THIS 18 DAY OF May 2015

PROPERTY OWNER:

By: [Signature] (Signature)
Name: Josephine Kelly (Print)
Title: Owner, 6 social center (Print)

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

WITNESS MY HAND THIS 18 DAY OF May, 2005

REPRESENTATIVE (Listed on Business Relationship Affidavit)

By: [Signature] (Signature)

Name: Michael J. Moran (Print)

Title: Attorney (Print)

By: [Signature] (Signature)

Name: Jeff Bercew (Print)

Title: Attorney (Print)

By: _____ (Signature)

Name: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

Title: _____ (Print)

Title: _____ (Print)

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Title: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

Title: _____ (Print)

Title: _____ (Print)

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

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

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

REPRESENTATIVE: (Listed on Business Relationship Affidavit)

By: [Signature] (Signature)

Name: THOMAS CHECCA (Print)

Title: PROJECT ENGINEER (Print)

By: _____ (Signature)

Name: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

Name: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

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Title: _____ (Print)

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

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

WITNESS MY HAND THIS 19 DAY OF MAY 2005

REPRESENTATIVE: (Listed on Business Relationship Affidavit)

By: [Signature] (Signature)

By: _____ (Signature)

Name: DON WOLFE (Print)

Name: _____ (Print)

Title: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

By: _____ (Signature)

Name: _____ (Print)

Name: _____ (Print)

Title: _____ (Print)

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Title: _____ (Print)

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

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

NOTARIZATION PROVISION

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

[Signature]
AFFIANT

SWORN TO AND SUBSCRIBED before me this 18th day of May, 2005



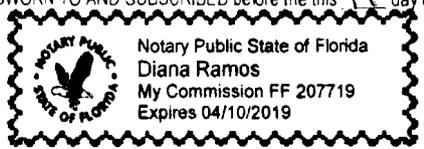
[Signature]
Notary Public State of Florida At Large
Diana Ramos
Printed Name of Notary
My commission expires: 4/10/15

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

[Signature]
AFFIANT

SWORN TO AND SUBSCRIBED before me this 18th day of May, 2005



[Signature]
Notary Public State of Florida At Large
Diana Ramos
Printed Name of Notary
My commission expires: 4/10/15

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

AFFIANT

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

Notary Public State of Florida At Large

Printed Name of Notary
My commission expires: _____

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

AFFIANT

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

Notary Public State of Florida At Large

Printed Name of Notary
My commission expires: _____

NOTARIZATION PROVISION

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

[Handwritten Signature]
AFFIANT

SWORN TO AND SUBSCRIBED before me this 18th day of MAY, 2015

[Handwritten Signature]
Notary Public State of Florida At Large
Printed Name of Notary: SUSAN P. KAY
My commission expires: 04-06-2016

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

AFFIANT

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

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

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

AFFIANT

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

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

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

AFFIANT

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

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

NOTARIZATION PROVISION

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

Before me, the undersigned authority, personally appeared THOMAS CHECCA 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.

Thomas Checca
AFFIANT



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

Susan P. Kay
Notary Public State of Florida At Large
Printed Name of Notary: SUSAN P. KAY
My commission expires: 04-06-2016

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

AFFIANT

SWORN TO AND SUBSCRIBED before me this ___ day of _____, 20__

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

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

AFFIANT

SWORN TO AND SUBSCRIBED before me this ___ day of _____, 20__

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

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

AFFIANT

SWORN TO AND SUBSCRIBED before me this ___ day of _____, 20__

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

WITNESS MY HAND THIS 18th DAY OF MAY, 20015

REPRESENTATIVE: (Listed on Business Relationship Affidavit)

By: [Signature] (Signature)

By: _____ (Signature)

Name: DANIEL FORTIN JR (Print)

Name: _____ (Print)

Title: VP- FORTIN LEAVY SKIFFS (Print)

Title: _____ (Print)

By: _____ (Signature)

By: _____ (Signature)

Name: _____ (Print)

Name: _____ (Print)

Title: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

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Title: _____ (Print)

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

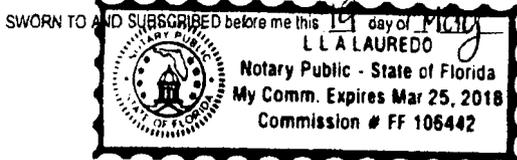
2) Applicants and Affiants are advised to timely supplement this Affidavit pursuant to Sec. 31-71(b)(2)(iv) of the City's Land Development Regulations in the City Code, in the event that prior to consideration of the application by the City Board or Commission, the information provided in the Affidavit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

NOTARIZATION PROVISION

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

[Signature]
AFFIANT



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

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

AFFIANT

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

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

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

AFFIANT

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

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

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

AFFIANT

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

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

ORDINANCE NO. 2015-__

AN ORDINANCE OF THE CITY OF AVENTURA, FLORIDA, AMENDING THE COMPREHENSIVE MASTER PLAN BY AMENDING THE FUTURE LAND USE MAP DESIGNATION FOR A PARCEL OF LAND LOCATED ON WEST COUNTRY CLUB DRIVE, CONTAINING A TOTAL OF 2.111 ACRES MORE OR LESS AND MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", FROM BUSINESS AND OFFICE TO PARKS AND RECREATION; AMENDING THE COMPREHENSIVE MASTER PLAN BY AMENDING THE FUTURE LAND USE DESIGNATION FOR A PARCEL OF LAND LOCATED ON WEST COUNTRY CLUB DRIVE CONTAINING A TOTAL OF 2.111 ACRES MORE OR LESS AND MORE PARTICULARLY DESCRIBED IN EXHIBIT "B" FROM PARKS AND RECREATION TO BUSINESS AND OFFICE; PROVIDING FOR SUBMITTAL TO THE FLORIDA DEPARTMENT OF ECONOMIC DEVELOPMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE COMPREHENSIVE PLAN; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Department of Community Affairs of the State of Florida found in compliance the City of Aventura Comprehensive Plan (the "Plan") in February 1999; and

WHEREAS, the Future Land Use Map of the Plan designated the property described in Exhibit "A", generally identified as the South Parcel on West Country Club Drive (the "South Parcel") as Business and Office; and

WHEREAS, the Future Land Use Map of the Plan designated the property described in Exhibit "B", generally identified as the North Parcel on West Country Club Drive (the "North Parcel") as Parks and Recreation; and

WHEREAS, the applicant, TB Isle Resort, LP, has made application to change the future land use designation of the South Parcel from Business and Office to Parks and Recreation; and

WHEREAS, the applicant, TB Isle Resort, LP, has made application to change the future land use designation of the North Parcel from Parks and Recreation to Business and Office; and

WHEREAS, the City Commission also desires to approve a Recreation Open Space zoning designation on the South Parcel and to approve a Community Business zoning designation on the North Parcel, conditioned upon the approval of these respective Plan amendments; and

WHEREAS, the City Commission has determined that the proposed amendments are consistent with the intent of the original development plan for the properties and that all public conditions and restrictions have been satisfied; and

WHEREAS, the Plan amendments will not result in impacts on any infrastructure system that will exceed established Level of Service standards and are otherwise consistent with the goals, objectives and policies of the Plan; and

WHEREAS, the City Commission believes it is in the best interest of the public to amend the future land use map designation on the South Parcel from Business and Office to Parks and Recreation and to amend the future land use map designation on the North Parcel from Parks and Recreation to Business and Office; and

WHEREAS, the City Commission believes the amendments will maintain the unique aesthetic character of the City and improve the quality of life for its residents by exchanging the future land use designations for these properties.

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

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

Section 2. Purpose. That the action contemplated by this Ordinance preserves the unique aesthetic character of the City, ensures that adjacent land uses are compatible, protects property values, creates a better business climate, enhances the physical appearance of the community and preserves the natural beauty of the City.

Section 3. Amendment of Future Land Use Map Designation. That the future land use map designation of the South Parcel legally described in Exhibit "A" to this ordinance, totaling 2.111 acres, is hereby changed from Business and Office to Parks and Recreation.

Section 4. Amendment of Future Land Use Map Designation. That the future land use map designation of the North Parcel legally described in Exhibit "B" to this ordinance, totaling 2.111 acres, is hereby changed from Parks and Recreation to Business and Office.

Section 5. Severability. That the provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 6. Inclusion in the Comprehensive Plan. That it is the intention of the City Commission and it is hereby ordained that the provisions of this Ordinance shall become and made a part of the Comprehensive Plan of the City of Aventura and that the Future Land Use Map of the Comprehensive Plan shall be revised so as to accomplish such intentions.

Section 7. Submittal. The City Clerk is directed to submit the amendment to the State of Florida Department of Economic Development as provided under Chapter 163, Part II of the Florida Statutes.

Section 8. Effective Date. This Ordinance shall be effective immediately upon passage by the City Commission on second reading, except that the effective date of the Plan Amendments approved by this Ordinance shall be thirty-one (31) days after adoption. However, if the Plan Amendments are challenged within thirty (30) days after

adoption, they shall not become effective until the state land planning agency or the Administration Commission issues a final order determining that the adopted small scale development amendments are in compliance.

Section 9. Issuance of this development order by the City of Aventura does not in any way create any right on the part of an applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the City of Aventura for issuance of the development order if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. All applicable state and federal permits must be obtained before commencement of the development. This condition is included pursuant to Section 166.033, Florida Statutes, as amended.

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

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

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

PASSED on first reading on this 2nd day of June, 2015.

PASSED AND ADOPTED on this 7th day of July, 2015.

ENID WEISMAN, MAYOR

ATTEST:

ELLISA L. HORVATH, MMC, CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

CITY ATTORNEY

EXHIBIT A

LEGAL DESCRIPTION:

A portion of Tract U, FIFTH ADDITION BISCAYNE YACHT AND COUNTRY CLUB, according to the plot thereof, as recorded in Plat Book 99 at Page 20 of the Public Records of Miami-Dade County, Florida, and being more particularly described as follows:

Begin at the Northwest corner of Tract H-H of said plat of FIFTH ADDITION BISCAYNE YACHT AND COUNTRY CLUB; thence N 81°00'38" E along the North line of said Tract H-H for 211.44 feet to a point on a circular curve concave to the Northeast and whose radius point bears N 81°00'38" E; thence Northwesterly along a 4299.22 foot radius curve leading to the right through a central angle of 3°48'14" for an arc distance of 285.43 feet to a non-tangent point; thence N 28°44'32" W for 43.73 feet; thence N 03°20'32" W for 24.05 feet; thence N 21°07'43" E for 63.17 feet; thence S 87°20'20" W for 6.30 feet; thence N 02°39'40" W for 15.79 feet; thence S 87°20'20" W for 23.77 feet; thence S 42°20'20" W for 2.49 feet; thence S 87°20'23" W for 138.29 feet; thence N 47°39'40" W for 26.09 feet; thence N 02°39'40" W for 6.48 feet to a point of curvature; thence Northwesterly and Southwesterly along a 15.00 foot radius curve leading to the left through a central angle of 90°00'00" for an arc distance of 23.56 feet to a point of tangency; thence S 87°20'20" W for 17.99 feet to a point on a circular curve concave to the Northeast and whose radius point bears N 87°09'27" E; thence Southeasterly along the Westerly line of said Tract U and Easterly right of way line of West Country Club Drive, also being a 4510.66 foot radius curve leading to the left through a central angle of 6°08'49" for an arc distance of 483.92 feet to the Point of Beginning.

SURVEYOR'S NOTES:

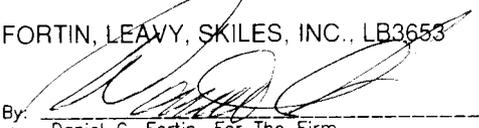
- This site lies in Section 3, Township 52 South, Range 42 East, City of Aventura, Miami-Dade County, Florida.
- Bearings hereon are referred to an assumed value of S 02°40'32" E for the Easterly right of way line of West Country Club Drive.
- Lands shown hereon were not abstracted for easements and/or rights-of-way of records.
- This is not a "Boundary Survey" but only a graphic depiction of the description shown hereon.
- Lands shown hereon containing 91,955 square feet, or 2.111 acres, more or less.
- Dimensions shown hereon are based on Fortin, Leavy, Skiles, sketch #2011-025.

SURVEYOR'S CERTIFICATION:

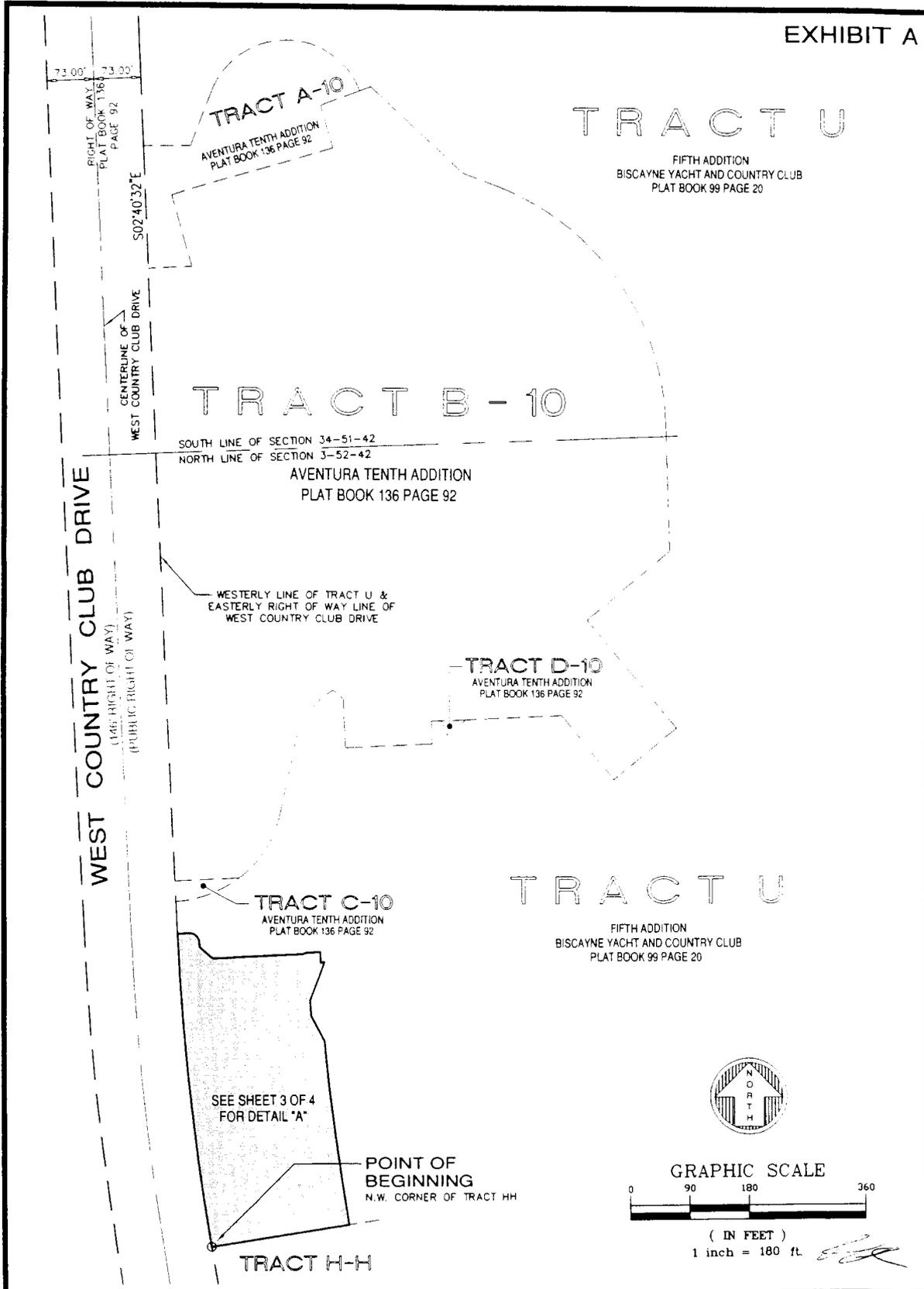
I hereby certify that this "Sketch of Description" was made under my responsible charge on April 8, 2015, and meets the applicable codes as set forth in the Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

"Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper"

FORTIN, LEAVY, SKILES, INC., LB3653

By: 
 Daniel C. Fortin, For The Firm
 Surveyor and Mapper, LS2853
 State of Florida.

Drawn By MAP Cad. No. 081221 Ref. Dwg. 2011-025 Plotted: 4/9/15 11:00a	LEGAL DESCRIPTION, NOTES & CERTIFICATION FORTIN, LEAVY, SKILES, INC. CONSULTING ENGINEERS, SURVEYORS & MAPPERS FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653 180 Northeast 168th Street / North Miami Beach, Florida. 33162 Phone: 305-653-4493 / Fax 305-651-7152 / Email fls@flsurvey.com	Date 4/9/15 Scale NOT TO SCALE Job. No. 150445 Dwg. No. 1015-037-A Sheet 1 of 4
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Drawn By	MAP
Cad No.	081221
Ref. Dwg	2011-025
Plotted:	4/9/15 11:00a

SKETCH OF DESCRIPTION

FORTIN, LEAVY, SKILES, INC.
CONSULTING ENGINEERS, SURVEYORS & MAPPERS
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653
180 Northeast 168th Street / North Miami Beach, Florida 33162
Phone: 305-653-4493 / Fax 305-651-7152 / Email fls@flssurvey.com

Date	4/9/15
Scale	1"=180'
Job No	150445
Dwg No	1015-037-A
Sheet	2 of 4

EXHIBIT A



A handwritten signature or initials in the bottom right corner of the sketch area.

Drawn By	MAP
Cad No	081221
Ref. Dwg	2011-025
Plotted	4/9/15 11:00a

LOCATION SKETCH

FORTIN, LEAVY, SKILES, INC.
CONSULTING ENGINEERS, SURVEYORS & MAPPERS
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653
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Date	4/9/15
Scale	NOT TO SCALE
Job No.	150445
Dwg No.	1015-037-A
Sheet	4 of 4

LEGAL DESCRIPTION:

EXHIBIT B

A portion of Tract B-10, AVENTURA TENTH ADDITION, according to the plat thereof, as recorded in Plat Book 136 at Page 92, and a portion of Tract U, FIFTH ADDITION BISCAYNE YACHT AND COUNTRY CLUB, according to the plat thereof, as recorded in Plat Book 99 at Page 20, both of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Begin at the Northeast corner of Tract D-10 of said plat of AVENTURA TENTH ADDITION; thence S 50°38'09" W along the Southeasterly line of said Tract D-10 for 36.81 feet to a point on a circular curve concave to the Southwest and whose radius point bears S 72°28'08" W; thence Northwesterly along the Westerly line of said Tract D-10, also being a 120.00 foot radius curve leading to the left through a central angle of 11°16'19" for an arc distance of 23.61 feet to a non-tangent point; thence N 02°20'33" W for 24.13 feet; thence S 87°26'47" W for 62.28 feet; thence N 02°33'13" W for 39.61 feet; thence N 87°26'47" E for 41.45 feet; thence N 02°33'13" W for 42.01 feet; thence S 87°26'47" W for 120.69 feet; thence S 02°33'13" E for 33.67 feet; thence S 42°26'47" W for 16.77 feet; thence S 87°26'47" W for 63.18 feet; thence S 02°40'32" E for 210.19 feet; thence S 69°21'03" W for 52.68 feet; thence S 00°35'40" W for 66.67 feet; thence S 45°59'34" E for 61.79 feet; thence N 87°27'33" E for 35.71 feet; thence S 02°57'10" E for 74.43 feet; thence S 21°07'43" W for 8.51 feet; thence N 87°20'20" E for 20.53 feet; thence N 02°39'40" W for 100.00 feet; thence S 87°20'20" W for 1.67 feet; thence N 02°39'40" W for 26.70 feet; thence N 87°20'20" E for 3.66 feet; thence N 42°20'20" E for 23.73 feet; thence N 02°39'40" W for 3.16 feet; thence N 87°20'20" E for 66.01 feet; thence S 02°39'40" E for 5.67 feet; thence N 87°20'20" E for 12.38 feet; thence S 02°39'40" E for 3.83 feet; thence N 87°20'20" E for 52.75 feet; thence N 02°39'40" W for 3.83 feet; thence N 87°20'20" E for 12.38 feet; thence N 02°39'40" W for 3.50 feet; thence N 87°20'20" E for 59.00 feet; thence N 02°39'40" W for 5.08 feet; thence N 87°20'20" E for 12.23 feet; thence N 42°20'20" E for 36.63 feet; thence N 02°39'40" W for 12.23 feet; thence N 87°20'20" E for 5.08 feet; thence N 02°39'40" W for 55.00 feet; thence N 87°20'20" E for 2.67 feet; thence N 02°39'40" W for 52.75 feet; thence S 87°20'20" W for 2.67 feet; thence N 02°39'40" W for 37.22 feet; thence N 87°20'20" E for 25.34 feet; thence N 02°39'40" W for 26.76 feet; thence S 87°26'47" W along the exterior boundary line of said Tract B-10 for 77.46 feet to the Point of Beginning.

AND

A portion of Tract U, FIFTH ADDITION BISCAYNE YACHT AND COUNTRY CLUB, according to the plat thereof, as recorded in Plat Book 99 at Page 20 of the Public Records of Miami-Dade County, Florida, and being more particularly described as follows:

Commence at the most Northerly corner of Tract B-10, AVENTURA TENTH ADDITION, according to the plat thereof, as recorded in Plat Book 136 at Page 92 of said Public Records of Miami-Dade County, Florida, the following four (4) courses being along the exterior boundary line of said Tract B-10; 1) thence S 47°08'16" E for 193.28 feet; 2) thence S 69°22'04" E for 60.00 feet to a point curvature; 3) thence Southeasterly along a 400.00 foot radius curve leading to the right through a central angle of 25°40'53" for an arc distance of 179.29 feet to the Point of Beginning; 4) thence continue Southeasterly along said 400.00 foot radius curve leading to the right through a central angle of 9°49'31" for an arc distance of 68.59 feet; thence N 48°35'47" E for 7.26 feet; thence N 41°24'13" W for 68.44 feet; thence S 48°35'47" W for 4.11 feet to the Point of Beginning.

SURVEYOR'S NOTES:

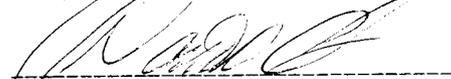
- This site lies in Section 3, Township 52 South, Range 42 East and Section 34, Township 51 South, Range 42 East, City of Aventura, Miami-Dade County, Florida.
- Bearings hereon are referred to an assumed value of S 02°40'32" E for the Easterly right of way line of West Country Club Drive.
- Lands shown hereon were not abstracted for easements and/or rights-of-way of records.
- This is not a "Boundary Survey" but only a graphic depiction of the description shown hereon.
- Lands shown hereon containing 91,955 square feet, or 2.111 acres, more or less.
- Dimensions shown hereon are based on Fortin, Leavy, Skiles, sketch #2011-025.

SURVEYOR'S CERTIFICATION:

I hereby certify that this "Sketch of Description" was made under my responsible charge on April 9, 2015, and meets the applicable codes as set forth in the Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

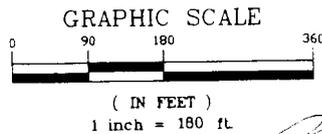
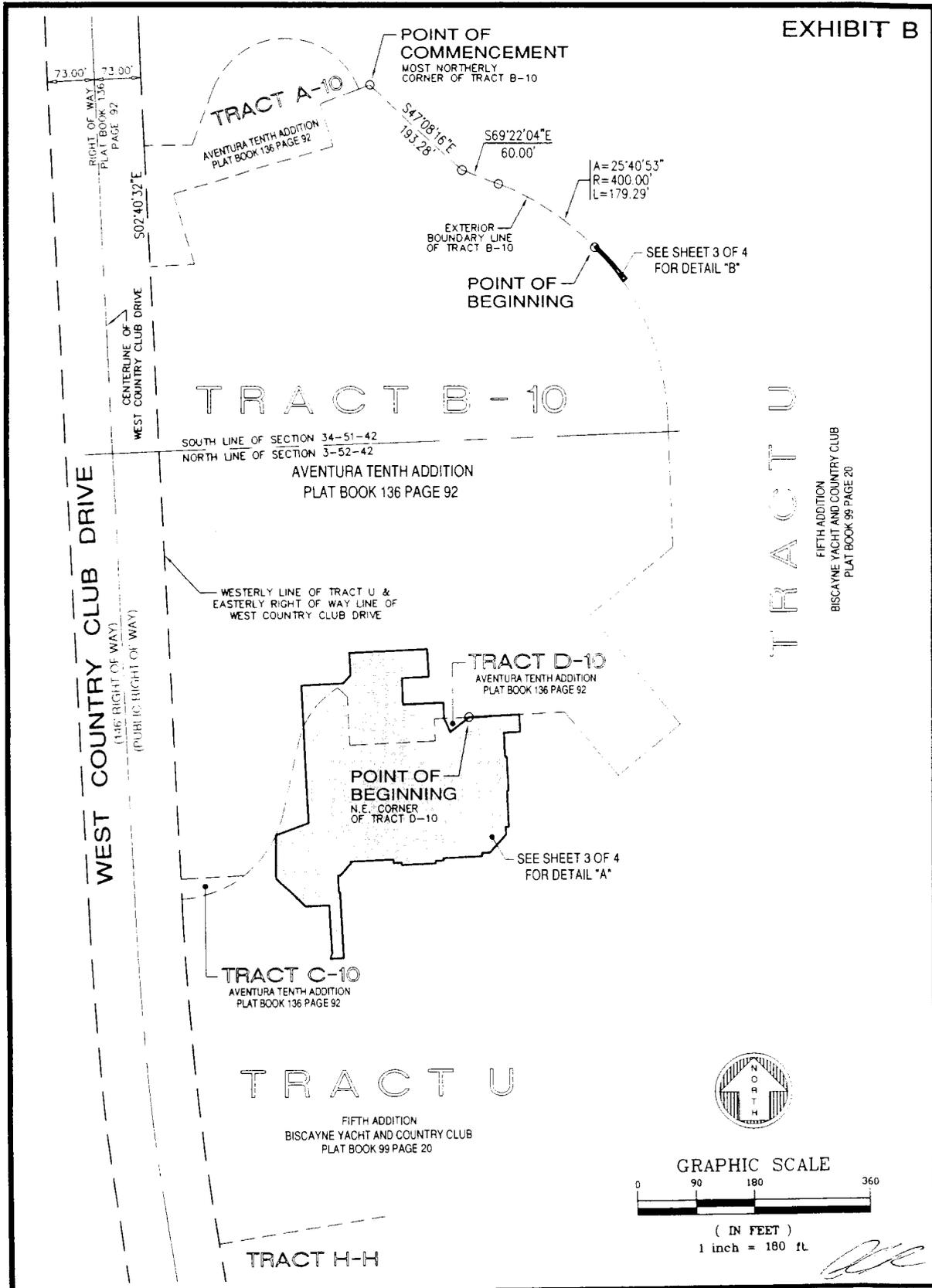
"Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper"

FORTIN, LEAVY, SKILES, INC.. LB3653

By: 
 Daniel C. Fortin, For The Firm
 Surveyor and Mapper, LS2853
 State of Florida.

Drawn By MAP Cad No 081221 Ref. Dwg 2011-025 Plotted 4/9/15 11:00a	LEGAL DESCRIPTION, NOTES & CERTIFICATION FORTIN, LEAVY, SKILES, INC. CONSULTING ENGINEERS, SURVEYORS & MAPPERS FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653 180 Northeast 168th Street / North Miami Beach, Florida. 33162 Phone: 305-653-4493 / Fax 305-651-7152 / Email fls@flssurvey.com	Date 4/9/15 Scale NOT TO SCALE Job No 150445 Dwg No 1015-037-B Sheet 1 of 4
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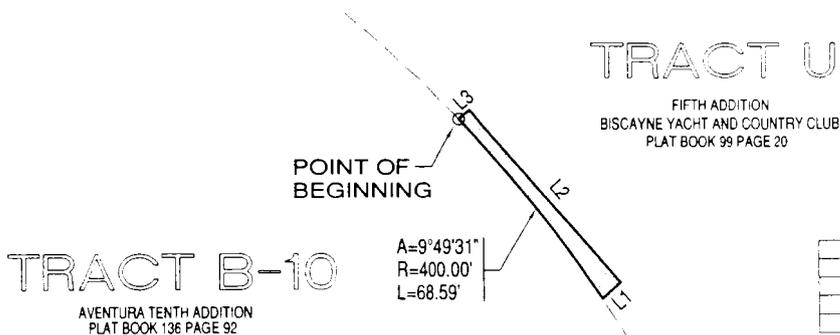
EXHIBIT B



Drawn By MAP	SKETCH OF DESCRIPTION	Date 4/9/15
Cad. No. 081221		Scale 1"=180'
Ref. Dwg. 2011-025		Job. No. 150445
Plotted: 4/9/15 11:00a		Dwg. No. 1015-037-B
		Sheet 2 of 4

FORTIN, LEAVY, SKILES, INC.
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EXHIBIT B

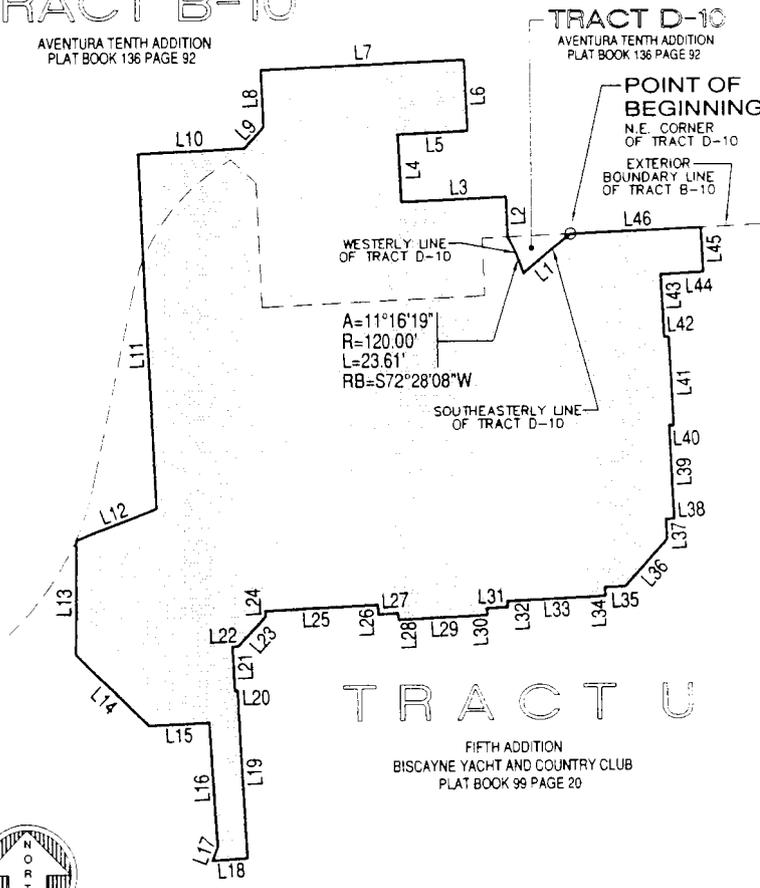


LINE TABLE		
LINE	LENGTH	BEARING
L1	7.26	N48°35'47"E
L2	66.44	N41°24'13"W
L3	4.11	S48°35'47"W

DETAIL "B"

TRACT B-10

AVENTURA TENTH ADDITION
PLAT BOOK 136 PAGE 92



LINE TABLE		
LINE	LENGTH	BEARING
L1	36.87	S50°38'09"W
L2	24.13	N02°20'33"W
L3	52.28	S87°26'47"W
L4	39.61	N02°33'13"W
L5	41.45	N87°26'47"E
L6	42.01	N02°33'13"W
L7	120.69	S87°26'47"W
L8	33.67	S02°33'13"E
L9	16.77	S42°26'47"W
L10	63.18	S87°26'47"W
L11	210.19	S02°40'32"E
L12	52.68	S69°21'03"W
L13	66.67	S00°35'40"W
L14	61.79	S45°59'34"E
L15	35.71	N87°27'33"E
L16	74.43	S02°57'10"E
L17	8.51	S21°07'43"W
L18	20.53	N87°20'20"E
L19	100.00	N02°39'40"W
L20	1.67	S87°20'20"W
L21	26.70	N02°39'40"W
L22	3.66	N87°20'20"E
L23	23.73	N42°20'20"E
L24	3.16	N02°39'40"W
L25	66.01	N87°20'20"E
L26	5.67	S02°39'40"E
L27	12.38	N87°20'20"E
L28	3.83	S02°39'40"E
L29	52.75	N87°20'20"E
L30	3.83	N02°39'40"W
L31	12.38	N87°20'20"E
L32	3.50	N02°39'40"W
L33	59.00	N87°20'20"E
L34	5.08	N02°39'40"W
L35	12.23	N87°20'20"E
L36	36.63	N42°20'20"E
L37	12.23	N02°39'40"W
L38	5.08	N87°20'20"E
L39	55.00	N02°39'40"W
L40	2.67	N87°20'20"E
L41	52.75	N02°39'40"W
L42	2.67	S87°20'20"W
L43	37.22	N02°39'40"W
L44	25.34	N87°20'20"E
L45	26.76	N02°39'40"W
L46	77.46	S87°26'47"W

DETAIL "A"

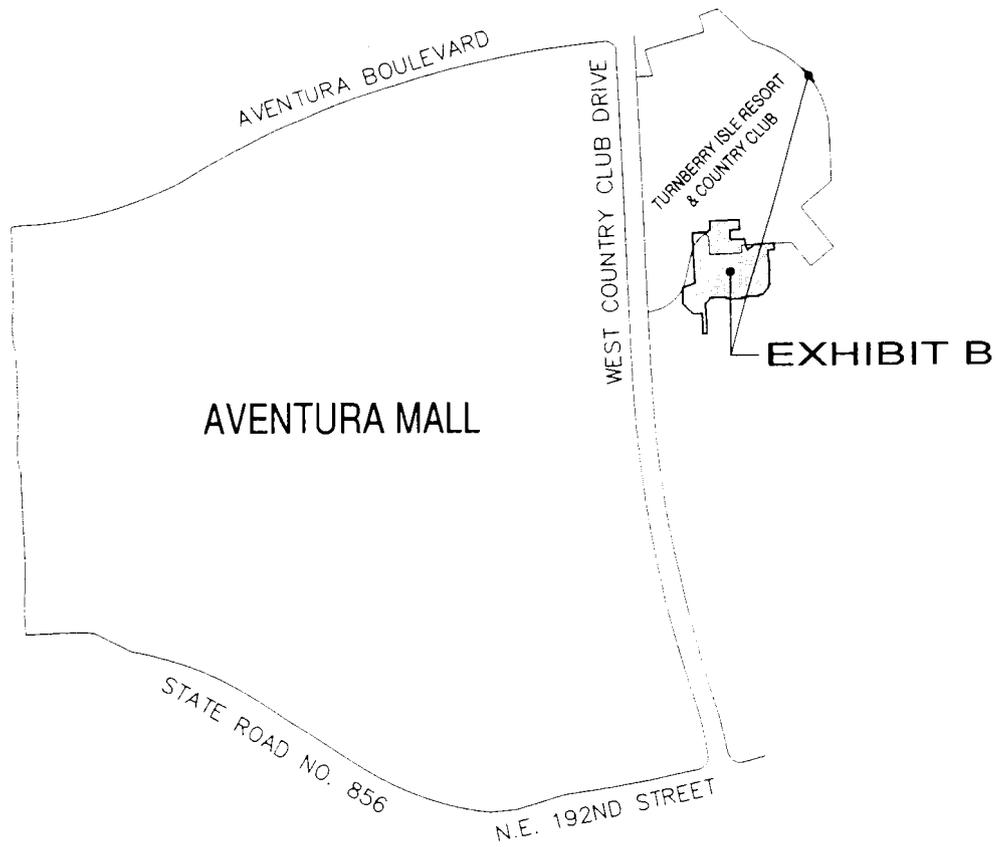
Drawn By	MAP
Cad No	081221
Ref. Dwg.	2011-025
Plotted	4/9/15 11:00a

SKETCH OF DESCRIPTION

FORTIN, LEAVY, SKILES, INC.
CONSULTING ENGINEERS, SURVEYORS & MAPPERS
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER. 00003653
180 Northeast 168th Street / North Miami Beach, Florida 33162
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Date	4/9/15
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Job No.	150445
Dwg No.	1015-037-B
Sheet	3 of 4

EXHIBIT B



Handwritten signature or initials in the bottom right corner of the sketch area.

Drawn By	MAP
Cad No.	081221
Ref. Dwg	2011-025
Plotted.	4/9/15 11:00a

LOCATION SKETCH

FORTIN, LEAVY, SKILES, INC.
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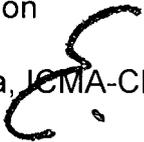
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Sheet	4 of 4

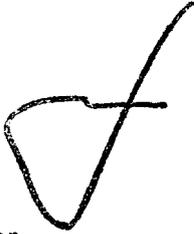
CITY OF AVENTURA

COMMUNITY DEVELOPMENT DEPARTMENT

MEMORANDUM

TO: City Commission

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

BY: Joanne Carr, AICP 
Community Development Director 

DATE: May 11, 2015

SUBJECT: Application by TB Isle Resort, LP for amendments of the Official Zoning Map of the City of Aventura by amending the zoning designation for a parcel of land on West Country Club Drive totaling 2.111 acres from B2, Community Business District, to ROS, Recreation Open Space and by amending the zoning designation for a second parcel of land on West Country Club Drive totaling 2.111 acres from ROS, Recreation Open Space to B2, Community Business District (01 & 02-REZ-15)

June 2, 2015 Local Planning Agency Agenda Item 4B
June 2, 2015 City Commission Meeting Agenda Item 7B
July 7, 2015 City Commission Meeting Agenda Item _____

RECOMMENDATION

It is recommended that the City Commission:

1. Approve an amendment to the Official Zoning Map of the City of Aventura by amending the zoning designation for a parcel of land described in Exhibit "A" to this report totaling 2.111 acres from B2, Community Business District to ROS, Recreation Open Space; and
2. Approve an amendment to the Official Zoning Map of the City of Aventura by amending the zoning designation for a parcel of land described in Exhibit "B" to this report totaling 2.111 acres from ROS, Recreation Open Space to B2, Community Business District; and
3. Approve the Fourth Amendment to the "Restrictions for Biscayne Village, Dade County, Florida" relating to the golf course and country club parcels and

4. Accept the Declaration Restrictions for site improvements and for height restriction on the proposed ROS, Recreation Open Space District parcel, as proffered by the applicant.

THE REQUEST

The applicant, TB Isle Resort, LP, is requesting two amendments to the Official Zoning Map to allow an exchange of future land use designation on parcels totaling 2.111 acres each on West Country Club Drive. The northerly parcel (the “North Parcel”) is requested to be changed from Recreation Open Space (ROS) District to Community Business (B2) District and the southerly parcel (the “South Parcel”) is requested to be changed from Community Business (B2) District to Recreation Open Space (ROS) District to facilitate redevelopment of the resort. A concurrent application to amend the future land use map to exchange future land use designations has also been submitted by the owner. (See Exhibit #1 for Letter of Intent)

BACKGROUND

OWNER OF PROPERTY	TB Isle Resort, LP
NAME OF APPLICANT	TB Isle Resort, LP
LOCATION OF PROPERTY	19999 West Country Club Drive See Exhibit #2 for Location Map See Exhibit #3 for Parcel Locations
SIZE OF PROPERTY	North Parcel: 2.111 acres South Parcel: 2.111 acres
PROPERTY DESCRIPTION	See Exhibit “A” for South Parcel Description See Exhibit “B” for North Parcel Description

DESCRIPTION /BACKGROUND

The site owned by the applicant is comprised of the Turnberry Isle Resort and the Turnberry Golf Club on West Country Club Drive. The applicant requests an exchange of zoning on two parcels of land within the golf course and resort on West Country Club Drive to facilitate future redevelopment of the resort. The redevelopment plan contemplates a change in zoning from existing country club (B2) zoning to golf club (ROS) zoning and corresponding Parks and Recreation future land use designation. In turn, an equal area of land that is currently zoned golf club (ROS) is proposed to be rezoned as country club (B2) and corresponding Business and Office future land use designation. The amount of land that is located in each future land use category and in each zoning category would not change, simply its location.

The North Parcel, shown on Exhibit "B", is the current location of the conference center entry, service road and waterfall. The South Parcel, shown on Exhibit "A", is the current location of the maintenance, laundry, nursery and storage area. The applicant requests the comprehensive plan amendments to allow rezoning of these Parcels from ROS to B2 and from B2 to ROS respectively to facilitate the proposed expansion of the resort.

The owner has submitted an application for administrative site plan approval which may be processed if the requested comprehensive plan amendment and concurrent rezoning applications are approved.

The existing uses on the Parcels comply with the uses permitted in the respective proposed zoning categories. The conference entry, service road and waterfall parcel located on the North Parcel to be changed from ROS to B2 are permitted uses in the B2 zone. The maintenance, laundry, nursery and storage area on the South Parcel proposed to be changed from B2 to ROS are accessory uses to the golf course which is a permitted use in the ROS zoning category.

HISTORY

The North Parcel was originally zoned B2, Community Business District, with a Business and Office future land use designation. The South Parcel was originally zoned ROS, Recreation Open Space District, with a Parks and Recreation future land use designation. In June of 2009, the applicant requested an exchange of comprehensive plan designation and zoning categories on parcels totaling 2.69 acres each, including the North and South Parcels, to facilitate development of a twelve story hotel on the South Parcel. This exchange was approved through Ordinances Nos. 2009-12 and 2009-13 passed by the City Commission on June 2, 2009. The hotel development was approved through Administrative Site Plan Approval issued October 28, 2013. This development did not occur and the applicant has proposed a revised plan to construct a two story conference center, demolish and expand one of the existing freestanding hotel buildings, construct a one story addition to the existing parking garage, expand the existing porte-cochere at the clubhouse building and construct one new nursery/maintenance building.

There is an existing Declaration of Restrictions dated May 21, 1970 affecting these Parcels. This declaration restricts the 241 acre, more or less, parcel designated as Tract AA on the original Land Allocation Map for Biscayne Village to golf course uses and the 16.5 acre, more or less, parcel designated as Tract S to country club uses. It further provides that these restrictions will continue for a period of 99 years unless released or revised by the Dade County Board of Commissioners with the consent of 75% of the property owners within the Biscayne Village subdivision and within 150 feet of the exterior boundaries of the subdivision. The City Commission of the City of Aventura is the successor to the Dade County Board of Commissioners.

The 1970 declaration of restrictions was amended on July 17, 1972 to reconfigure Tracts AA and S pursuant to resolutions of the Dade County Board of Commissioners.

A further amendment dated December 20, 1988 approved minor adjustments to the boundaries of Tract AA and confirmed the new legal description of the golf course and country club parcels. The 1988 reconfigured parcels were the same size as those approved in the 1970 declaration.

A third amendment to the Declaration of Restrictions was recorded on March 22, 2010 as part of the future land use and zoning changes approved by the City Commission in June, 2009. The third amendment acknowledged the reconfiguration of the boundary of the golf course and country club and confirmed that the area in each use is 241 acres, more or less and 16.5 acres, more or less, respectively, in compliance with the terms of the original Declaration. The third amendment also confirmed that all conditions of the previous Declaration remain the same and in full force and effect.

A fourth amendment to the Declaration of Restrictions has been added as a condition of approval of this application. The Fourth Amendment to Restrictions will describe the new parcel boundaries and will confirm that the size of the golf course and resort parcels remain the same as required by the 1970 restriction at 241 acres, more or less and 16.5 acres, more or less, respectively. The amended restriction will also confirm that all of the terms and conditions of the original restrictions in 1970 as amended in 1972, in 1988 and in 2010 will remain in full force and effect. The Declaration will be submitted by the applicant to the City Manager and City Attorney for review and will be presented for approval by the City Commission at the public hearing for second reading of the rezoning ordinance.

As part of the 2009 rezonings, the applicant proffered site improvements on the nursery/maintenance/storage parcel, which is the South Parcel shown on Exhibit "A" to this application. Those improvements included relocation of trash enclosure and relocation of heavy equipment and stored materials farther to the north of the abutting residential development, trimming of the Australian Pines along the westerly boundary and construction of a six foot high metal picket fence along the west and south boundary. The owner also agreed to locate any future structures on this parcel at least twenty feet from the property's south boundary, or the applicable setback under the proposed B2, Community Business zoning district and not to seek any variance to that setback. These proffers were recorded through a Declaration of Restrictions at Official Records Book 27223, Pages 0031-46 in the Public Records of Miami-Dade County, Florida. The relocation and tree trimming was completed. The applicant requested that the fence requirement be deleted because it was contemplating new development plans.

The current zoning on the South Parcel, shown in Exhibit "A" to this report, is B2, Community Business District. The Turnberry on the Green residential development abuts to the south. The B2 zoning district requires a twenty foot wide side setback from a residential zone. The B2 zoning district also provides that height is restricted to one foot in height for each two feet in distance from a residential zone for the first two hundred feet from the residential zone, with a twenty-five foot minimum height. For example, if a building was to be built on the South parcel with its current B2 zoning, with

the required twenty foot wide setback, the portion of the building at that setback would have a maximum height would be twenty-five feet. The portion of the building at one hundred foot setback would be fifty feet high. Any portion of the building lying two hundred or more feet from the residential zone is permitted a maximum height of one hundred and twenty feet in height.

The South Parcel is now proposed to be rezoned from B2 to ROS, Recreation Open Space District. The ROS district requires the same twenty foot wide setback to the residential zone, but allows a maximum height of 5 stories or 60 feet, where the B2 zone would have allowed a maximum height of 25 feet.

The applicant has proffered a revised Declaration of Restrictions for site improvements with this application to confirm that the Australian Pine trees will be removed and that a wall and landscaping, similar in design to the existing wall and landscaping on the perimeter of the resort, will be constructed along the westerly boundary of the South Parcel. This will also be included as a condition of approval of the administrative site plan review. The applicant has further proffered to construct a minimum six foot high green metal picket fence along the southerly boundary of the golf course parcel on the Lehman Causeway frontage road and to maintain building height restrictions on the South Parcel similar to the B2 zoning site development criteria next to the Turnberry on the Green residential development. The Declaration of Restrictions will be submitted by the applicant for review by the City Manager and Attorney and will be presented to the City Commission for approval at the public hearing for second reading of the rezoning ordinance.

ANALYSIS

I. South Parcel (described in Exhibit "A" to this application)

Future Land Use Designation

Subject Property:	Business and Office
Properties to the North:	Business and Office and Parks and Recreation
Properties to the South:	Medium-High Density Residential
Properties to the East:	Parks and Recreation
Properties to the West:	Business and Office

Zoning

Subject Property:	B2, Community Business District
Properties to the North:	B2, Community Business District and ROS, Recreation Open Space District
Properties to the South:	RMF4, Multifamily High Density Residential District
Properties to the East:	ROS, Recreation Open Space
Properties to the West:	B2, Community Business District

Existing Land Use

Subject property:	nursery/maintenance/storage area
Properties to the North:	service road, surface parking, parking garage
Properties to the South:	residential condominium
Properties to the East:	golf course
Properties to the West:	regional mall

II. North Parcel (described in Exhibit “B” to this application)

Future Land Use Designation

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

Zoning

Subject Property:	ROS, Recreation Open Space District
Properties to the North:	B2, Community Business District
Properties to the South:	ROS, Recreation Open Space District
Properties to the East:	B2, Community Business District
Properties to the West:	ROS, Recreation Open Space District

Existing Land Use

Subject property:	conference center entry, service road, waterfall
Properties to the North:	resort and conference center
Properties to the South:	golf course and maintenance/nursery/storage area
Properties to the East:	golf course, conference center
Properties to the West:	service road, surface parking, parking garage

Access – The Parcels front on West Country Club Drive. Access is existing to the Parcels.

Conformity to City Comprehensive Plan – The proposed rezoning is conditioned on approval of amendments to the Future Land Use Map of the Comprehensive Plan to change the future land use designation of the North Parcel from Parks and Recreation to Business and Office and to change the future land use designation of the South Parcel from Business and Office to Parks and Recreation respectively.

The following is staff's analysis of the proposed amendments to the Official Zoning Map using the standards for review in Section 31-77 of the Land Development Regulations:

I. Proposed amendment from ROS to B2 for North Parcel

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

The proposed amendment will be consistent with goals, objectives and policies of the City's Comprehensive Plan provided the City Commission approves the concurrent applications for amendment to the future land use designations for these Parcels.

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 Parcel is proposed to be added to the country club B2 zoning designation. The conference center entry, service road and waterfall are located on this Parcel and are part of the country club members' amenities. The nursery/maintenance/storage area will be incorporated into the adjacent ROS zone and will restrict future development in this area. There will be no net change in the amount of land in either the ROS or B2 zone.

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

The subject property is physically suitable for the uses permitted in the proposed district.

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

This criterion is not applicable to this application. The effect of the application will result in the same amount of B2 zoned land within the development.

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

The proposed change will contribute to redevelopment of the resort property as shown on a proposed redevelopment plan submitted to the City by the owner.

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

There will be no net increase in the size of B2 zoned land in this development.

Traffic volumes are expected to remain constant. Therefore, the proposed change would not adversely affect traffic patterns or congestion. Both a traffic study and queuing study will be required as part of the subsequent site plan approval application by this applicant to ensure that proper traffic related standards are met prior to development.

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.*

The proposed change will not adversely affect population density such that the demand for water, sewers, streets, and other public facilities and services would be adversely affected because the application proposes no increase in population.

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 resulting zoning designation will be the same as currently provided but in a slightly different location within the applicant's property.

II. Proposed amendment from B2 to ROS for the South Parcel

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

The proposed amendment will be consistent with goals, objectives and policies of the City's Comprehensive Plan provided the City Commission approves the concurrent applications for amendment to the land use designations for these Parcels.

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 existing resort buildings are immediately adjacent to the north. There is a three story parking garage that serves the Turnberry on the Green residential condominium building immediately adjacent to the south. The proposed rezoning of this Parcel from B2 to ROS will limit type of uses permitted on this area of the resort.

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 ROS zoning district.

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

This criterion is not applicable to this application. The effect of the application will result in the same amount of ROS zoned land within the development.

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

The proposed change will contribute to redevelopment of the resort property as shown on a proposed redevelopment plan submitted to the City by the owner.

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

There will be no net increase in the size of ROS zoned land in this development. Traffic volumes are expected to remain constant. Therefore, the proposed change would not adversely affect traffic patterns or congestion. . Both a traffic study and queuing study will be required as part of the subsequent site plan approval application by this applicant to ensure that proper traffic related standards are met prior to development.

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.

The proposed change will not adversely affect population density such that the demand for water, sewers, streets, and other public facilities and services would be adversely affected because the application proposes no increase in population.

8. Whether or note 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 resulting zoning designation will be the

same as currently provided but in a slightly different location within the applicant's property.

School Impacts – The requested change in zoning designations do not require analysis for school impacts since both zoning categories are commercial and do not generate new students into the school system.

Site Improvement Proffer - The applicant has proffered site improvements to the existing golf course parcel and to the South Parcel, shown as Exhibit "A" to this application, proposed to be zoned ROS, Recreation Open Space District by way of recorded restriction. These improvements include construction of a minimum six foot high metal picket fence along the southern golf course property limit along the Lehman Causeway frontage road, in design similar to the fence at the City's Founder's Park, removal of the Australian Pines along the westerly boundary of the South Parcel, installation of a wall and landscaping on the western boundary of the South Parcel in design similar to the existing wall and landscaping on the northerly portion of the resort. In addition to the site improvements, the restrictions include a prohibition of setback variances and maximum height restriction for future redevelopment on the proposed South Parcel to assure the neighboring residential property that required setbacks and current permitted height will be maintained.



BERCOW RADELL & FERNANDEZ

ZONING, LAND USE AND ENVIRONMENTAL LAW

DIRECT LINE: (305) 377-6238
E-Mail: mmarrero@BRZoningLaw.com

VIA HAND DELIVERY

April 17, 2015

Joanne Carr, Planning Director
City of Aventura
19200 West Country Club Drive, 4th Floor
Aventura, Florida 33180



Re: 19999 West Country Club Drive; Zoning District Change and Comprehensive Land Use Amendment

Dear Joanne:

This law firm represents TB Isle Resort, LP with regard to the improvements and redevelopment of the Turnberry Isle Miami at 19999 West Country Club Drive (the "Property"). This letter shall serve as the Applicant's letter of intent to rezone and redesignate a portion of the Property from ROS / Parks and Recreation to B2 / Business and Office; and to rezone and redesignate an equal portion of B2 / Business and Office area to ROS / Parks and Recreation. These zoning and CDMP amendments are part of the redevelopment of the Property.

The plan for the redevelopment of the country club/golf course includes a change in the zoning from existing country club (B2) area to the ROS zoning district and Parks and Recreation designation on the City's Future Land Use Map. In turn, certain areas that are zoned ROS and designated Parks & Recreation would become part of the B2 zoning district and Business and Office designation on the City's Future Land Use Map. The amount of land that is located in each zoning district would not change, simply its location.

Section 31-148 of the City Code states that the ROS District "is intended to provide for the recreation and open space needs of the City." Pools and tennis courts certainly contribute to the recreational needs of the City, and thus are in the spirit of the ROS District. Furthermore, the following uses are explicitly permitted in the ROS District:

**Exhibit 1
01 & 02-REZ-15**

- a. Open space and passive recreational areas;
- b. Golf course;
- c. Boat ramps and docks;
- d. Outdoor cultural, educational and civic facilities;
- e. Parks;
- f. Waterways; and
- g. Uses accessory to any of the above uses when located on the same plot.

There is no detailed description of "parks" in the Use Regulations of the ROS District, nor is it defined in the City's land development regulations. However, common sense dictates that parks are intended to include tennis courts and pools, as a permitted uses. Nevertheless, at a minimum, they should both be considered accessory uses to parks and golf courses.

(1) The proposed amendment is consistent with goals, objectives and policies of the City's Comprehensive Plan.

The proposed change will not be inconsistent with the goals, objectives and policies of the City's Comprehensive Plan. There will be no net change in the amount of land for either zoning district.

(2) The proposed zoning district is compatible with the surrounding area's zoning designation(s) and existing uses.

There Property is already zoned a combination of B2 and ROS, and there additional lands surrounding the Property that are zoned B2 and ROS. Furthermore, since the resulting areas of each zoning district on the Property will be the same as prior to the amendment, the change is certainly compatible.

(3) The subject property is physically suitable for the uses permitted in the proposed district.

Although there has not yet been a site plan associated with this application, the anticipated uses permitted in the proposed districts are, not only physically suitable but, compatible and associated with the existing use on the Property.

(4) There are sites available in other areas currently zoned for such use.

Not applicable. The effect of this application will result in the same amount of Parks and Recreation / ROS and Business and Office / B2 land.

(5) If applicable, the proposed change will contribute to redevelopment of an area in accordance with an approved redevelopment plan.

The proposed change has been contemplated as an element of the ongoing Property redevelopment.

(6) The proposed change would adversely affect traffic patterns or congestion.

The proposed change will have no adverse traffic impact. Any additional traffic will be reviewed pursuant to a subsequent site plan application.

(7) 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.

The application proposes no increase in population or overall changes in use.

(8) Whether the proposed change would have an adverse environmental impact on the vicinity.

There is not expected to be any environmental impact as a result of this application.

(9) Whether 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. Again, the resulting zoning and comprehensive plan designations will be the same as currently provided, but in slightly different locations within the Applicant's property.

Conclusion. The proposed amendments to the City's Future Land Use Map and the City's Zoning Map are part of the current development plan for the country club. As described in the foregoing letter, the net amount of ROS/Parks and Recreation and B2/Business and Office land will remain the same following

Ms. Joanne Carr
April 17, 2015
Page 4 of 4

these amendments, and it will all be retained on the Property. As such, we look forward to your positive review and recommendation of these applications. Please feel free to contact me regarding any comments or questions you may have.

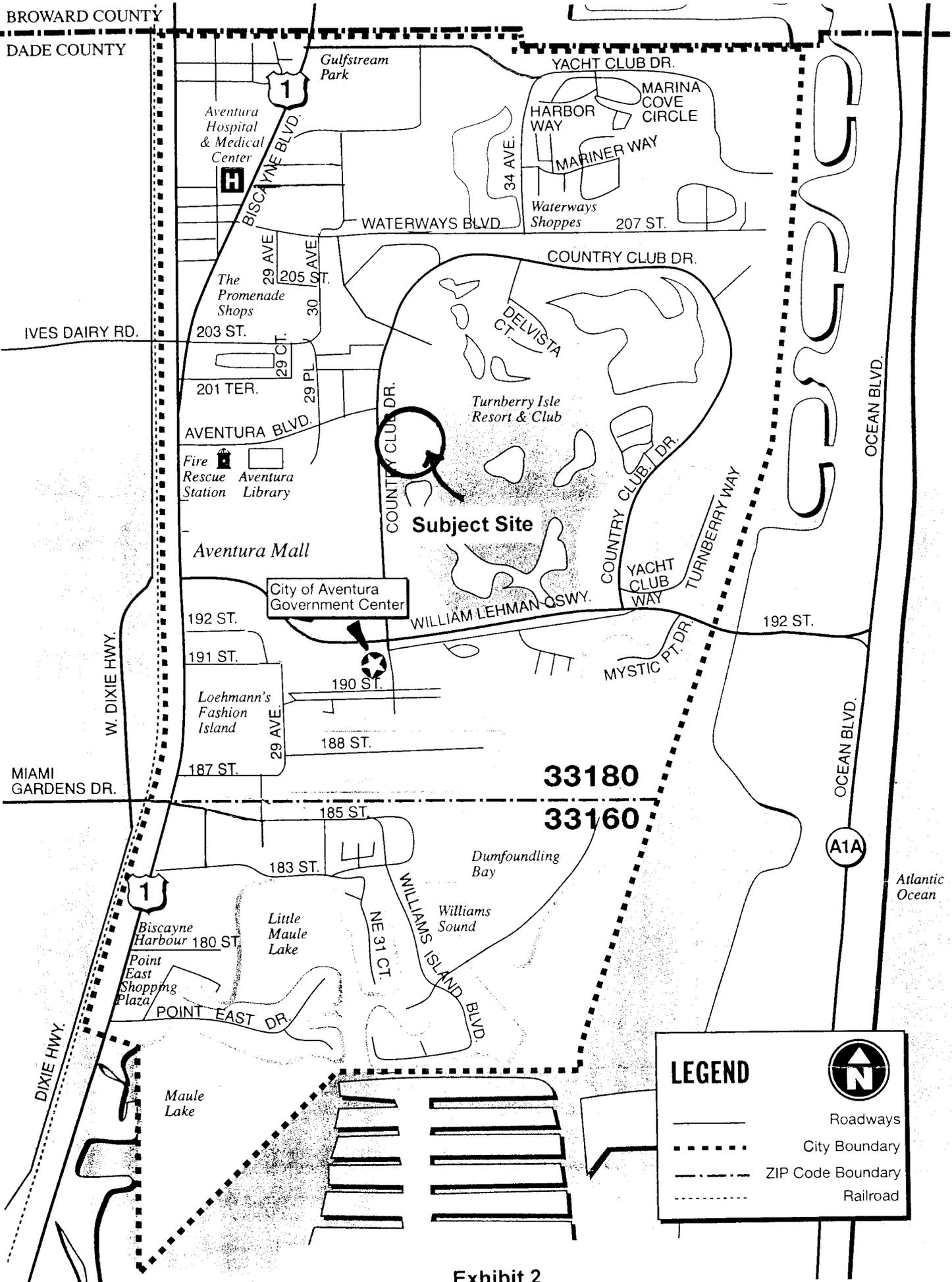
Sincerely,

A handwritten signature in black ink, appearing to read "MJM", is written over a faint, circular stamp or watermark.

Michael J. Marrero

cc: Ms. Joanne Carr, Planning Director
David Wolpin, City Attorney

BROWARD COUNTY
DADE COUNTY



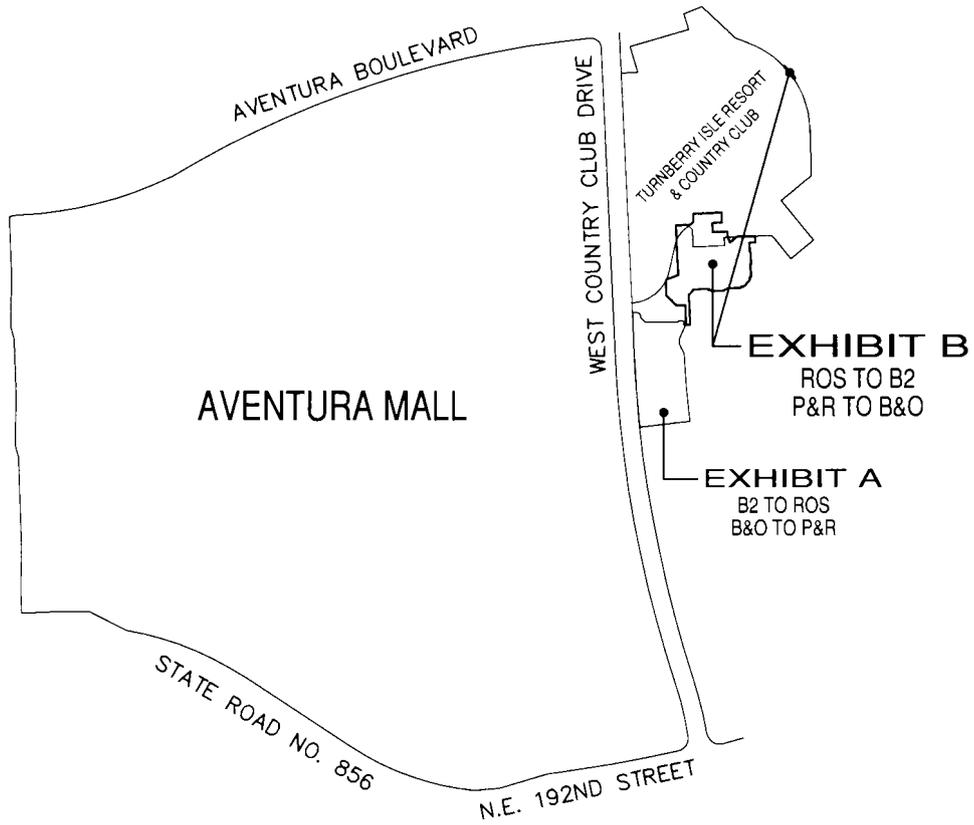
LEGEND

- Roadways
- City Boundary
- ZIP Code Boundary
- Railroad



Exhibit 2
01 & 02-REZ-15

Exhibit 3
01 & 02-REZ-15



Drawn By	MAP
Cad. No.	081221
Ref. Dwg.	2011-025
Plotted:	4/9/15 11:00a

LOCATION SKETCH

FORTIN, LEAVY, SKILES, INC.
 CONSULTING ENGINEERS, SURVEYORS & MAPPERS
 FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653
 180 Northeast 168th Street / North Miami Beach, Florida, 33162
 Phone: 305-653-4493 / Fax 305-651-7152 / Email fls@flsurvey.com

Date	4/9/15
Scale	NOT TO SCALE
Job. No.	150445
Dwg. No.	1015-037-B
Sheet	4 of 4

EXHIBIT A

LEGAL DESCRIPTION:

A portion of Tract U, FIFTH ADDITION BISCAYNE YACHT AND COUNTRY CLUB, according to the plat thereof, as recorded in Plat Book 99 at Page 20 of the Public Records of Miami-Dade County, Florida, and being more particularly described as follows:

Begin at the Northwest corner of Tract H-H of said plat of FIFTH ADDITION BISCAYNE YACHT AND COUNTRY CLUB; thence N 81°00'38" E along the North line of said Tract H-H for 211.44 feet to a point on a circular curve concave to the Northeast and whose radius point bears N 81°00'38" E; thence Northwesterly along a 4299.22 foot radius curve leading to the right through a central angle of 3°48'14" for an arc distance of 285.43 feet to a non-tangent point; thence N 28°44'32" W for 43.73 feet; thence N 03°20'32" W for 24.05 feet; thence N 21°07'43" E for 63.17 feet; thence S 87°20'20" W for 6.30 feet; thence N 02°39'40" W for 15.79 feet; thence S 87°20'20" W for 23.77 feet; thence S 42°20'20" W for 2.49 feet; thence S 87°20'23" W for 138.29 feet; thence N 47°39'40" W for 26.09 feet; thence N 02°39'40" W for 6.48 feet to a point of curvature; thence Northwesterly and Southwesterly along a 15.00 foot radius curve leading to the left through a central angle of 90°00'00" for an arc distance of 23.56 feet to a point of tangency; thence S 87°20'20" W for 17.99 feet to a point on a circular curve concave to the Northeast and whose radius point bears N 87°09'27" E; thence Southeasterly along the Westerly line of said Tract U and Easterly right of way line of West Country Club Drive, also being a 4510.66 foot radius curve leading to the left through a central angle of 6°08'49" for an arc distance of 483.92 feet to the Point of Beginning.

SURVEYOR'S NOTES:

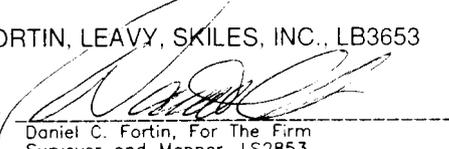
- This site lies in Section 3, Township 52 South, Range 42 East, City of Aventura, Miami-Dade County, Florida.
- Bearings hereon are referred to an assumed value of S 02°40'32" E for the Easterly right of way line of West Country Club Drive.
- Lands shown hereon were not abstracted for easements and/or rights-of-way of records.
- This is not a "Boundary Survey" but only a graphic depiction of the description shown hereon.
- Lands shown hereon containing 91,955 square feet, or 2.111 acres, more or less.
- Dimensions shown hereon are based on Fortin, Leavy, Skiles, sketch #2011-025.

SURVEYOR'S CERTIFICATION:

I hereby certify that this "Sketch of Description" was made under my responsible charge on April 8, 2015, and meets the applicable codes as set forth in the Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper

FORTIN, LEAVY, SKILES, INC., LB3653

By: 

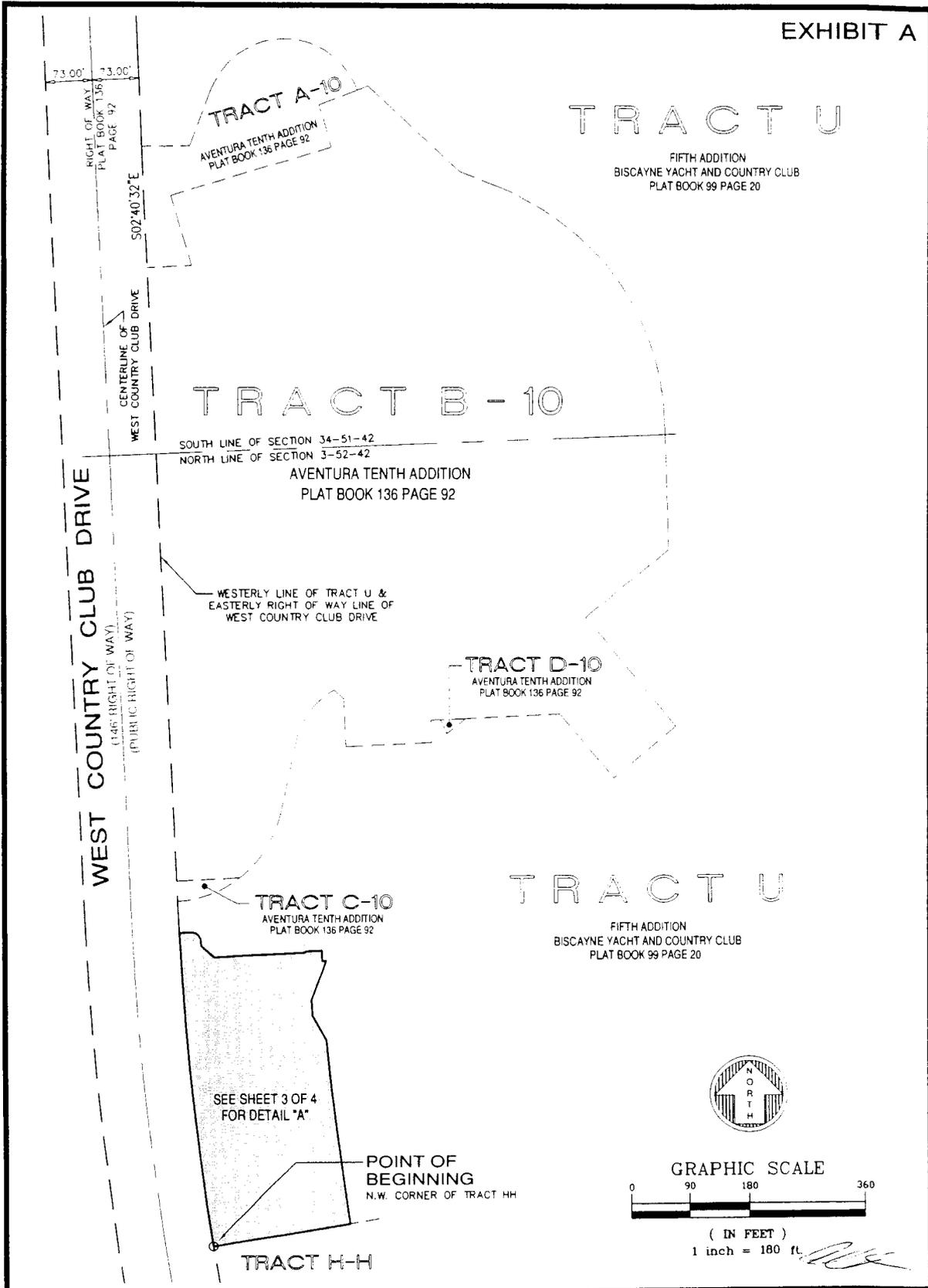
Daniel C. Fortin, For The Firm
Surveyor and Mapper, LS2853
State of Florida.

Drawn By	MAP
Cad. No.	081221
Ref. Dwg.	2011-025
Plotted:	4/9/15 11:00a

LEGAL DESCRIPTION, NOTES & CERTIFICATION

FORTIN, LEAVY, SKILES, INC.
CONSULTING ENGINEERS, SURVEYORS & MAPPERS
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653
180 Northeast 168th Street / North Miami Beach, Florida. 33162
Phone: 305-653-4493 / Fax 305-651-7152 / Email fls@flssurvey.com

Date	4/9/15
Scale	NOT TO SCALE
Job No.	150445
Dwg. No.	1015-037-A
Sheet	1 of 4



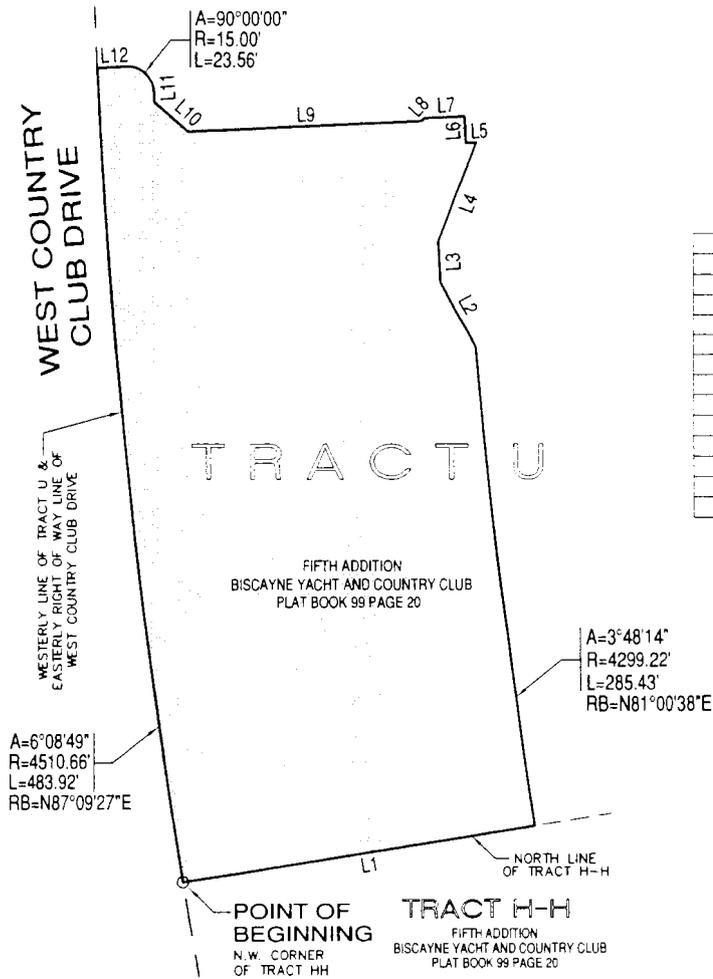
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Cad. No.	081221
Ref. Dwg	2011-025
Plotted	4/9/15 11:00a

SKETCH OF DESCRIPTION

FORTIN, LEAVY, SKILES, INC.
CONSULTING ENGINEERS, SURVEYORS & MAPPERS
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653
180 Northeast 168th Street / North Miami Beach, Florida. 33162
Phone: 305-653-4493 / Fax 305-651-7152 / Email fls@flssurvey.com

Date	4/9/15
Scale	1"=180'
Job. No	150445
Dwg No	1015-037-A
Sheet	2 of 4

EXHIBIT A



LINE TABLE		
LINE	LENGTH	BEARING
L1	211.44	N81°00'38"E
L2	43.73	N28°44'32"W
L3	24.05	N03°20'32"W
L4	63.17	N21°07'43"E
L5	6.30	S87°20'20"W
L6	15.79	N02°39'40"W
L7	23.77	S87°20'20"W
L8	2.49	S42°20'20"W
L9	138.29	S87°20'23"W
L10	26.09	N47°39'40"W
L11	6.48	N02°39'40"W
L12	17.99	S87°20'20"W



DETAIL "A"

Drawn By	MAP
Cad No	081221
Ref. Dwg	2011-025
Plotted	4/9/15 11:00a

SKETCH OF DESCRIPTION

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Scale	NOT TO SCALE
Job No	150445
Dwg. No	1015-037-A
Sheet	3 of 4

EXHIBIT A



Handwritten signature or initials in the bottom right corner of the map area.

Drawn By	MAP
Cad No	081221
Ref Dwg	2011-025
Plotted:	4/9/15 11:00a

LOCATION SKETCH

FORTIN, LEAVY, SKILES, INC.
CONSULTING ENGINEERS, SURVEYORS & MAPPERS
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653
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Date	4/9/15
Scale	NOT TO SCALE
Job No.	150445
Dwg. No.	1015-037-A
Sheet	4 of 4

LEGAL DESCRIPTION:

EXHIBIT B

A portion of Tract B-10, AVENTURA TENTH ADDITION, according to the plat thereof, as recorded in Plat Book 136 at Page 92, and a portion of Tract U, FIFTH ADDITION BISCAYNE YACHT AND COUNTRY CLUB, according to the plat thereof, as recorded in Plat Book 99 at Page 20, both of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Begin at the Northeast corner of Tract D-10 of said plat of AVENTURA TENTH ADDITION; thence S 50°38'09" W along the Southeasterly line of said Tract D-10 for 36.81 feet to a point on a circular curve concave to the Southwest and whose radius point bears S 72°28'08" W; thence Northwesterly along the Westerly line of said Tract D-10, also being a 120.00 foot radius curve leading to the left through a central angle of 11°16'19" for an arc distance of 23.61 feet to a non-tangent point; thence N 02°20'33" W for 24.13 feet; thence S 87°26'47" W for 62.28 feet; thence N 02°33'13" W for 39.61 feet; thence N 87°26'47" E for 41.45 feet; thence N 02°33'13" W for 42.01 feet; thence S 87°26'47" W for 120.69 feet; thence S 02°33'13" E for 33.67 feet; thence S 42°26'47" W for 16.77 feet; thence S 87°26'47" W for 63.18 feet; thence S 02°40'32" E for 210.19 feet; thence S 69°21'03" W for 52.68 feet; thence S 00°35'40" W for 66.67 feet; thence S 45°59'34" E for 61.79 feet; thence N 87°27'33" E for 35.71 feet; thence S 02°57'10" E for 74.43 feet; thence S 21°07'43" W for 8.51 feet; thence N 87°20'20" E for 20.53 feet; thence N 02°39'40" W for 100.00 feet; thence S 87°20'20" W for 1.67 feet; thence N 02°39'40" W for 26.70 feet; thence N 87°20'20" E for 3.66 feet; thence N 42°20'20" E for 23.73 feet; thence N 02°39'40" W for 3.16 feet; thence N 87°20'20" E for 66.01 feet; thence S 02°39'40" E for 5.67 feet; thence N 87°20'20" E for 12.38 feet; thence S 02°39'40" E for 3.83 feet; thence N 87°20'20" E for 52.75 feet; thence N 02°39'40" W for 3.83 feet; thence N 87°20'20" E for 12.38 feet; thence N 02°39'40" W for 3.50 feet; thence N 87°20'20" E for 59.00 feet; thence N 02°39'40" W for 5.08 feet; thence N 87°20'20" E for 12.23 feet; thence N 02°39'40" W for 36.63 feet; thence N 02°39'40" W for 12.23 feet; thence N 87°20'20" E for 5.08 feet; thence N 02°39'40" W for 55.00 feet; thence N 87°20'20" E for 2.67 feet; thence N 02°39'40" W for 52.75 feet; thence S 87°20'20" W for 2.67 feet; thence N 02°39'40" W for 37.22 feet; thence N 87°20'20" E for 25.34 feet; thence N 02°39'40" W for 26.76 feet; thence S 87°26'47" W along the exterior boundary line of said Tract B-10 for 77.46 feet to the Point of Beginning.

AND

A portion of Tract U, FIFTH ADDITION BISCAYNE YACHT AND COUNTRY CLUB, according to the plat thereof, as recorded in Plat Book 99 at Page 20 of the Public Records of Miami-Dade County, Florida, and being more particularly described as follows:

Commence at the most Northerly corner of Tract B-10, AVENTURA TENTH ADDITION, according to the plat thereof, as recorded in Plat Book 136 at Page 92 of said Public Records of Miami-Dade County, Florida, the following four (4) courses being along the exterior boundary line of said Tract B-10; 1) thence S 47°08'16" E for 193.28 feet; 2) thence S 69°22'04" E for 60.00 feet to a point curvature; 3) thence Southeasterly along a 400.00 foot radius curve leading to the right through a central angle of 25°40'53" for an arc distance of 179.29 feet to the Point of Beginning; 4) thence continue Southeasterly along said 400.00 foot radius curve leading to the right through a central angle of 9°49'31" for an arc distance of 68.59 feet; thence N 48°35'47" E for 7.26 feet; thence N 41°24'13" W for 68.44 feet; thence S 48°35'47" W for 4.11 feet to the Point of Beginning.

SURVEYOR'S NOTES:

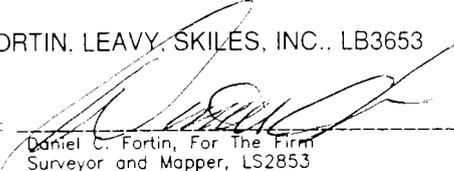
- This site lies in Section 3, Township 52 South, Range 42 East and Section 34, Township 51 South, Range 42 East, City of Aventura, Miami-Dade County, Florida.
- Bearings hereon are referred to an assumed value of S 02°40'32" E for the Easterly right of way line of West Country Club Drive.
- Lands shown hereon were not abstracted for easements and/or rights-of-way of records.
- This is not a "Boundary Survey" but only a graphic depiction of the description shown hereon.
- Lands shown hereon containing 91,955 square feet, or 2.111 acres, more or less.
- Dimensions shown hereon are based on Fortin, Leavy, Skiles, sketch #2011-025.

SURVEYOR'S CERTIFICATION:

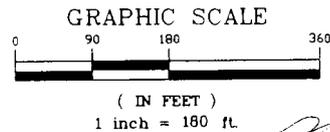
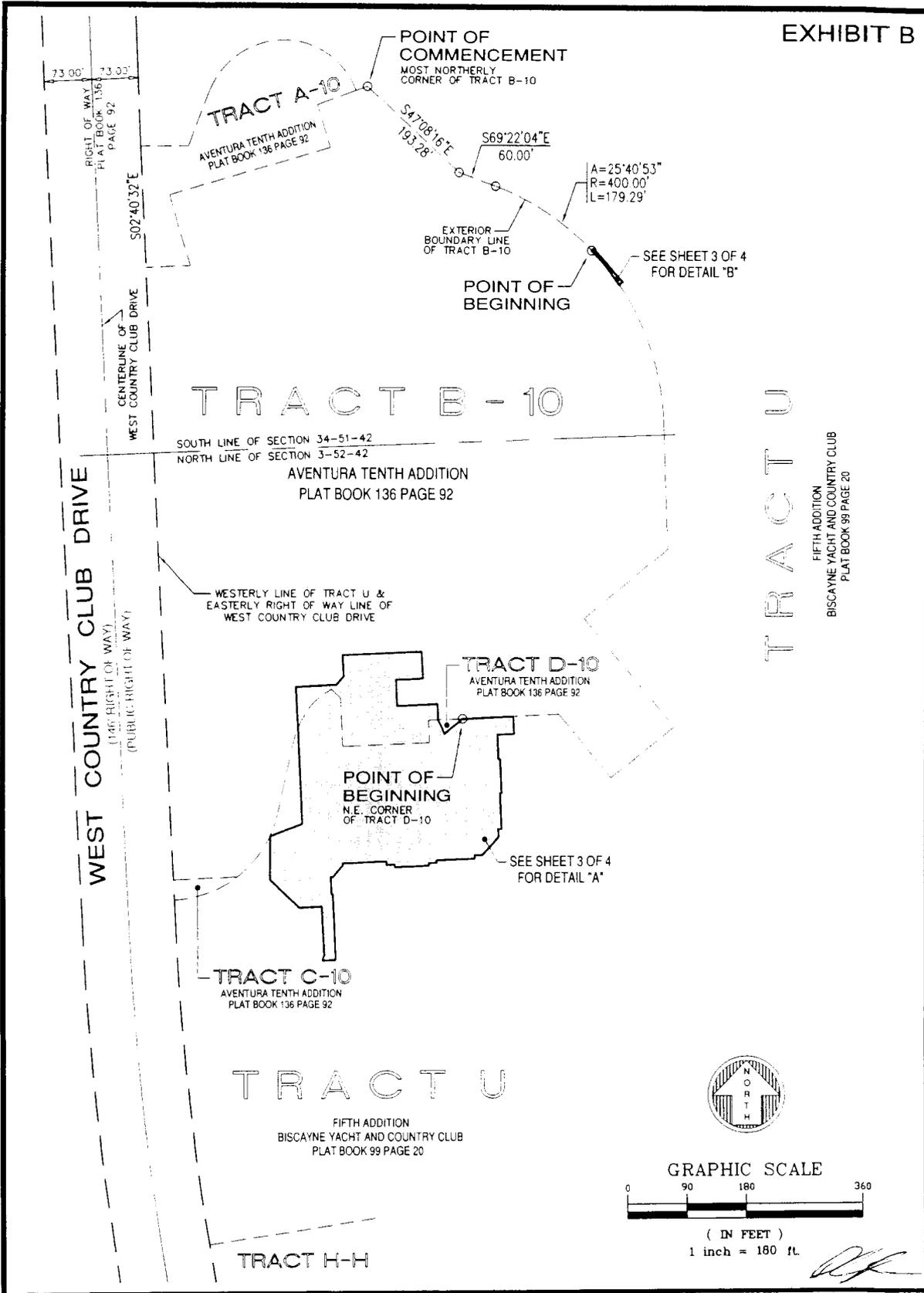
I hereby certify that this "Sketch of Description" was made under my responsible charge on April 9, 2015, and meets the applicable codes as set forth in the Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

"Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper"

FORTIN, LEAVY, SKILES, INC., LB3653

By: 
 Daniel C. Fortin, For The Firm
 Surveyor and Mapper, LS2853
 State of Florida.

<table border="1"> <tr> <td>Drawn By</td> <td>MAP</td> </tr> <tr> <td>Cad. No.</td> <td>081221</td> </tr> <tr> <td>Ref. Dwg.</td> <td>2011-025</td> </tr> <tr> <td>Plotted.</td> <td>4/9/15 11:00a</td> </tr> </table>	Drawn By	MAP	Cad. No.	081221	Ref. Dwg.	2011-025	Plotted.	4/9/15 11:00a	<p align="center">LEGAL DESCRIPTION, NOTES & CERTIFICATION</p> <p align="center">FORTIN, LEAVY, SKILES, INC. CONSULTING ENGINEERS, SURVEYORS & MAPPERS FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653 180 Northeast 168th Street / North Miami Beach, Florida. 33162 Phone: 305-653-4493 / Fax 305-651-7152 / Email fls@flsurvey.com</p>	<table border="1"> <tr> <td>Date</td> <td>4/9/15</td> </tr> <tr> <td>Scale</td> <td>NOT TO SCALE</td> </tr> <tr> <td>Job. No.</td> <td>150445</td> </tr> <tr> <td>Dwg. No.</td> <td>1015-037-B</td> </tr> <tr> <td>Sheet</td> <td>1 of 4</td> </tr> </table>	Date	4/9/15	Scale	NOT TO SCALE	Job. No.	150445	Dwg. No.	1015-037-B	Sheet	1 of 4
Drawn By	MAP																			
Cad. No.	081221																			
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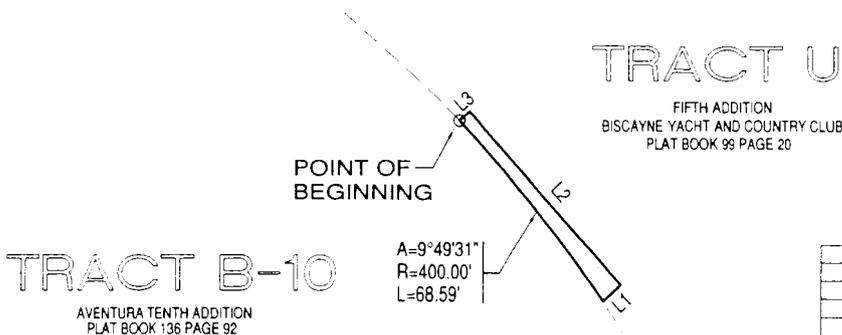
Drawn By	MAP
Cad. No.	081221
Ref. Dwg.	2011-025
Plotted	4/9/15 11:00a

SKETCH OF DESCRIPTION

FORTIN, LEAVY, SKILES, INC.
 CONSULTING ENGINEERS, SURVEYORS & MAPPERS
 FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653
 180 Northeast 168th. Street / North Miami Beach, Florida. 33162
 Phone: 305-653-4493 / Fax 305-651-7152 / Email fls@flssurvey.com

Date	4/9/15
Scale	1"=180'
Job No.	150445
Dwg. No.	1015-037-B
Sheet	2 of 4

EXHIBIT B



LINE TABLE		
LINE	LENGTH	BEARING
L1	7.26	N48°35'47\"E
L2	68.44	N41°24'13\"W
L3	4.11	S48°35'47\"W



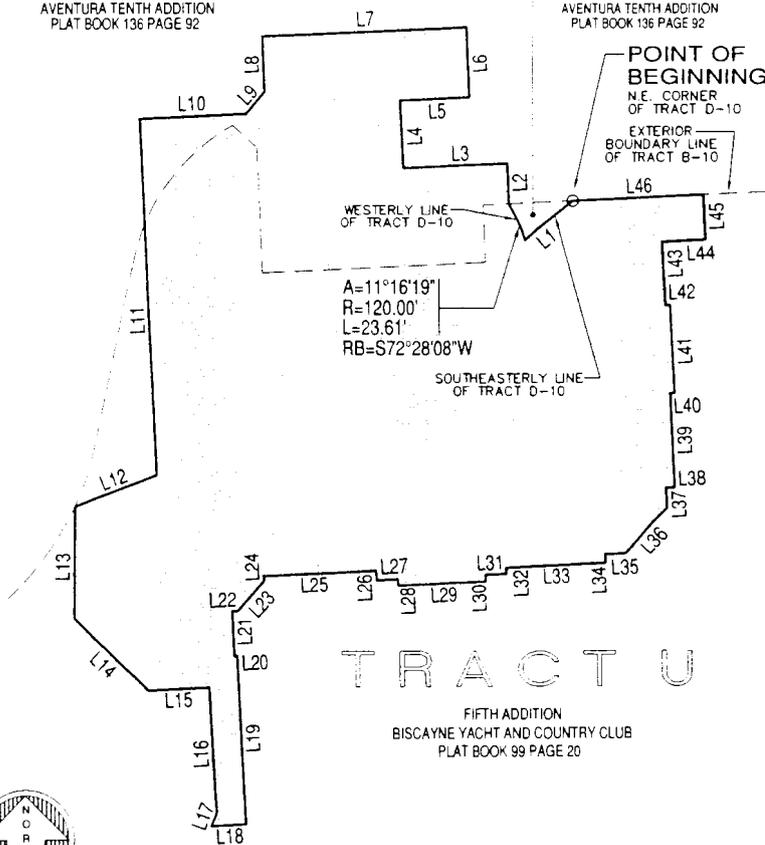
DETAIL "B"

TRACT B-10

AVENTURA TENTH ADDITION
PLAT BOOK 136 PAGE 92

TRACT D-10

AVENTURA TENTH ADDITION
PLAT BOOK 136 PAGE 92



LINE TABLE		
LINE	LENGTH	BEARING
L1	36.61	S50°38'09\"W
L2	24.13	N02°20'33\"W
L3	62.28	S87°26'47\"W
L4	39.61	N02°33'13\"W
L5	41.45	N87°26'47\"E
L6	42.01	N02°33'13\"W
L7	120.69	S87°26'47\"W
L8	33.67	S02°33'3\"E
L9	16.77	S42°26'47\"W
L10	63.18	S87°26'47\"W
L11	210.19	S02°40'32\"E
L12	52.68	S69°21'03\"W
L13	66.67	S00°35'40\"W
L14	61.79	S45°59'34\"E
L15	35.71	N87°27'33\"E
L16	74.43	S02°57'10\"E
L17	8.51	S21°07'43\"W
L18	20.53	N87°20'20\"E
L19	100.00	N02°39'40\"W
L20	1.67	S87°20'20\"E
L21	26.70	N02°39'40\"W
L22	3.66	N87°20'20\"E
L23	23.73	N42°20'20\"E
L24	3.16	N02°39'40\"W
L25	66.01	N87°20'20\"E
L26	5.67	S02°39'40\"E
L27	12.38	N87°20'20\"E
L28	3.83	S02°39'40\"E
L29	52.75	N87°20'20\"E
L30	3.83	N02°39'40\"W
L31	12.38	N87°20'20\"E
L32	3.50	N02°39'40\"W
L33	59.00	N87°20'20\"E
L34	5.08	N02°39'40\"W
L35	12.23	N87°20'20\"E
L36	36.63	N42°20'20\"E
L37	12.23	N02°39'40\"W
L38	5.08	N87°20'20\"E
L39	55.00	N02°39'40\"W
L40	2.67	N87°20'20\"E
L41	52.75	N02°39'40\"W
L42	2.67	S87°20'20\"W
L43	37.22	N02°39'40\"W
L44	25.34	N87°20'20\"E
L45	26.76	N02°39'40\"W
L46	77.46	S87°26'47\"W



DETAIL "A"

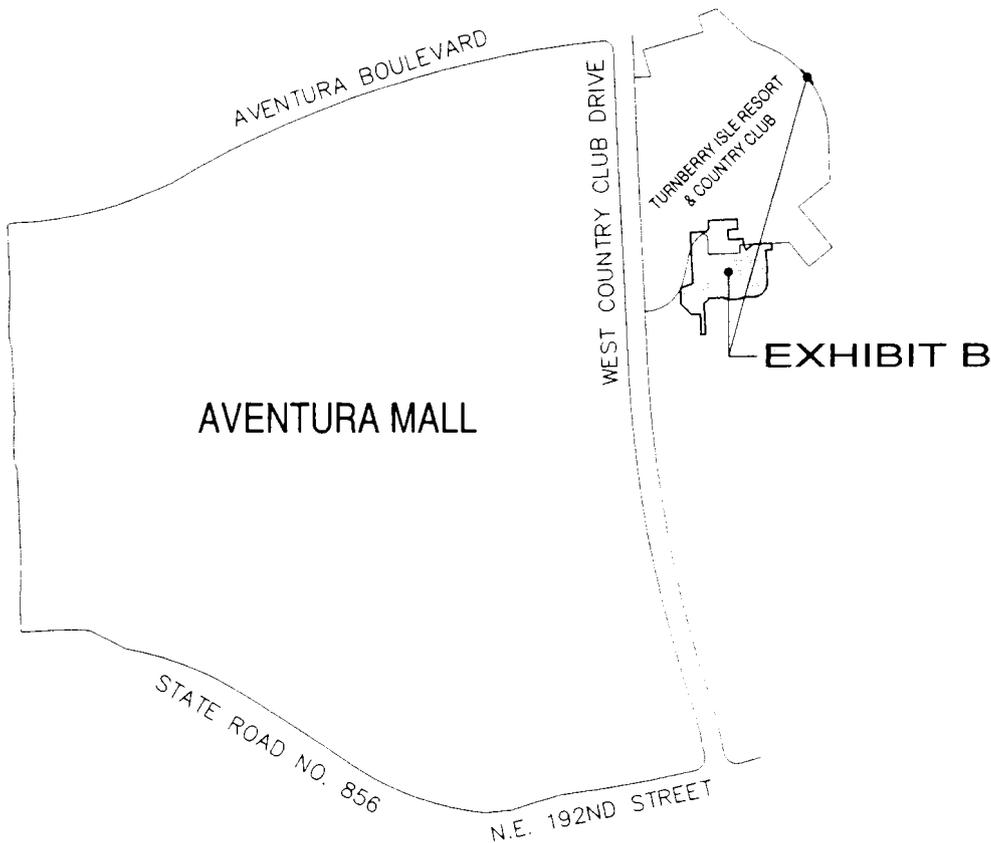
Drawn By MAP
 Cad. No. 081221
 Ref. Dwg. 2011-025
 Plotted: 4/9/15 11:00a

SKETCH OF DESCRIPTION

FORTIN, LEAVY, SKILES, INC.
 CONSULTING ENGINEERS, SURVEYORS & MAPPERS
 FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653
 180 Northeast 168th. Street / North Miami Beach, Florida. 33162
 Phone: 305-653-4493 / Fax 305-651-7152 / Email fls@flssurvey.com

Date 4/9/15
 Scale NOT TO SCALE
 Job No 150445
 Dwg. No 1015-037-B
 Sheet 3 of 4

EXHIBIT B



Handwritten signature or initials in the bottom right corner of the sketch area.

Drawn By	MAP
Cad. No.	081221
Ref. Dwg.	2011-025
Plotted	4/9/15 11:00a

LOCATION SKETCH

FORTIN, LEAVY, SKILES, INC.
CONSULTING ENGINEERS, SURVEYORS & MAPPERS
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653
180 Northeast 168th Street / North Miami Beach, Florida 33162
Phone: 305-653-4493 / Fax 305-651-7152 / Email fls@flssurvey.com

Date	4/9/15
Scale	NOT TO SCALE
Job No	150445
Dwg. No	1015-037-B
Sheet	4 of 4



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:

Table with 2 columns: Name, Relationship (i.e. Attorneys, Architects, Landscape Architects, Engineers, Lobbyists, Etc.). Rows include Michael J. Murreca (Attorney), Jeff Berrow (Attorney), Thomas Checcka (Civil Engineer), Don Ferdin, Jr. (Surveyor), and Donald Wolfe (Architect).

(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 18th DAY OF May, 2005

AUTHORIZED REPRESENTATIVE OF APPLICANT:

By: [Signature]
Name: Michael J. Murreca
Title: Attorney
Address: 200 S. Biscayne Blvd #850 Miami, FL 33131

OWNER

By: X [Signature]
Name: Jonathan Kurrey
Title: General Counsel
Address: 19950 W Country Club Drive, 10th Floor Aventura, FL 33180

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

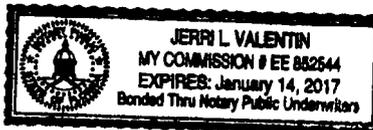
SWORN TO AND SUBSCRIBED BEFORE ME this 18th day of May, 2005

AFFIANT

[Signature]
Notary Public State of Florida At Large

Printed Name of Notary

My commission expires:





BUSINESS RELATIONSHIP AFFIDAVIT*

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

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

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

The nature of the Business Relationship is as follows:

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

WITNESS MY HAND THIS 18 DAY OF May 2008

APPLICANT:

By: [Signature] (Signature)
 Name: Michael J. Morron (Print)
 Title: Attorney (Print)

WITNESS MY HAND THIS 18 DAY OF May 2008

PROPERTY OWNER:

By: [Signature] (Signature)
 Name: Jeanette Kelly (Print)
 Title: Director, Social Center (Print)

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

WITNESS MY HAND THIS 18 DAY OF May, 2005

REPRESENTATIVE (Listed on Business Relationship Affidavit)

By: [Signature] (Signature)

Name: Michael J. Marra (Print)

Title: Attorney (Print)

By: [Signature] (Signature)

Name: Jeff Berceau (Print)

Title: Attorney (Print)

By: _____ (Signature)

Name: _____ (Print)

Title: _____ (Print)

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.



APPLICANT REPRESENTATIVE AFFIDAVIT

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

Name	Relationship (i.e. Attorneys, Architects, Landscape Architects, Engineers, Lobbyists, Etc)
<u>Michael J. Marrero</u>	<u>Attorney</u>
<u>Jeff Berrow</u>	<u>Attorney</u>
<u>Thomas Checcha</u>	<u>Civil Engineer</u>
<u>Don Fortin, Jr.</u>	<u>Surveyor</u>
<u>Donald Wolfe</u>	<u>Architect</u>

(Attach Additional Sheets if Necessary)

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

WITNESS MY HAND THIS 18th DAY OF May 2005

AUTHORIZED REPRESENTATIVE OF APPLICANT:

By: [Signature]
 Name: Michael J. Marrero
 Title: Attorney
 Address: 200 S. Biscayne Blvd, # 850
Miami, FL 33131

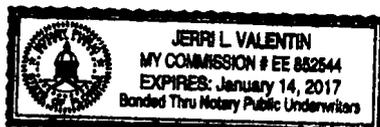
OWNER
 By: [Signature]
 Name: Jonathan Kury
 Title: General Counsel
 Address: 19950 W Country Club Drive, 10th Floor
Aventura, FL 33180

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

SWORN TO AND SUBSCRIBED BEFORE ME this 18th day of May, 2005.

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





BUSINESS RELATIONSHIP AFFIDAVIT*

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

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

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

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

The nature of the Business Relationship is as follows:

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

WITNESS MY HAND THIS 18 DAY OF May 2015

APPLICANT:

By: [Signature] (Signature)
Name: Michael J. Morron (Print)
Title: Attorney (Print)

WITNESS MY HAND THIS 18 DAY OF May 2015

PROPERTY OWNER:

By: [Signature] (Signature)
Name: Jordan E. Kelly (Print)
Title: Director of Social Services (Print)

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

WITNESS MY HAND THIS 18 DAY OF May, 2005

REPRESENTATIVE (Listed on Business Relationship Affidavit)

By: [Signature] (Signature)

Name: Michael J. Marra (Print)

Title: Attorney (Print)

By: [Signature] (Signature)

Name: Jeff Bercew (Print)

Title: Attorney (Print)

By: _____ (Signature)

Name: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

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Title: _____ (Print)

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

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

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

REPRESENTATIVE: (Listed on Business Relationship Affidavit)

By: [Signature] (Signature)

By: _____ (Signature)

Name: THOMAS CHECCA (Print)

Name: _____ (Print)

Title: PROJECT ENGINEER (Print)

Title: _____ (Print)

By: _____ (Signature)

By: _____ (Signature)

Name: _____ (Print)

Name: _____ (Print)

Title: _____ (Print)

Title: _____ (Print)

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

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

WITNESS MY HAND THIS 19 DAY OF MAY, 2005

REPRESENTATIVE: (Listed on Business Relationship Affidavit)

By: [Signature] (Signature)

Name: DON WOLFE (Print)

Title: _____ (Print)

By: _____ (Signature)

Name: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

Name: _____ (Print)

Title: _____ (Print)

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

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

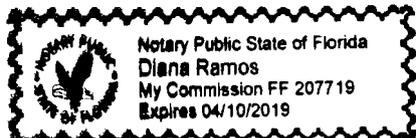
NOTARIZATION PROVISION

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

[Signature]
AFFIANT

SWORN TO AND SUBSCRIBED before me this 18th day of May, 2005



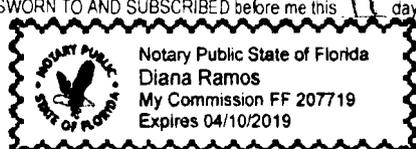
Notary Public State of Florida At Large
Diana Ramos
Printed Name of Notary
My commission expires: 4/10/19

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

[Signature]
AFFIANT

SWORN TO AND SUBSCRIBED before me this 18th day of May, 2005



Notary Public State of Florida At Large
Diana Ramos
Printed Name of Notary
My commission expires: 4/10/19

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

AFFIANT

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

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

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

AFFIANT

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

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

NOTARIZATION PROVISION

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

[Handwritten Signature]
AFFIANT

SWORN TO AND SUBSCRIBED before me this 18th day of MAY, 20015

Susan P. Key
Notary Public State of Florida At Large
Printed Name of Notary SUSAN P. KEY
My commission expires: 04-06-2016

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

AFFIANT

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

Notary Public State of Florida At Large

Printed Name of Notary
My commission expires: _____

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

AFFIANT

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

Notary Public State of Florida At Large

Printed Name of Notary
My commission expires: _____

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

AFFIANT

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

Notary Public State of Florida At Large

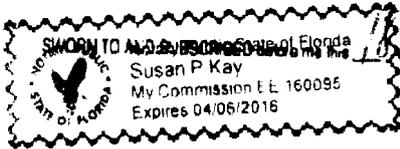
Printed Name of Notary
My commission expires: _____

NOTARIZATION PROVISION

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

Before me, the undersigned authority, personally appeared Thomas Checca 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.

Thomas Checca
AFFIANT



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

Susan P. Kay
Notary Public State of Florida At Large
Printed Name of Notary: SUSAN P. KAY
My commission expires: 04-06-2016

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

AFFIANT

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20

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

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

AFFIANT

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20

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

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

AFFIANT

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20

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

WITNESS MY HAND THIS 18th DAY OF MAY, 20015

REPRESENTATIVE: (Listed on Business Relationship Affidavit)

By: [Signature] (Signature)

By: _____ (Signature)

Name: DANIEL FORTIN JR (Print)

Name: _____ (Print)

Title: VP- FORTU LEAVY SKILLS (Print)

Title: _____ (Print)

By: _____ (Signature)

By: _____ (Signature)

Name: _____ (Print)

Name: _____ (Print)

Title: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

By: _____ (Signature)

Name: _____ (Print)

Name: _____ (Print)

Title: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

By: _____ (Signature)

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Title: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

By: _____ (Signature)

Title: _____ (Print)

Title: _____ (Print)

Title: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

By: _____ (Signature)

Title: _____ (Print)

Title: _____ (Print)

Title: _____ (Print)

Title: _____ (Print)

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

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

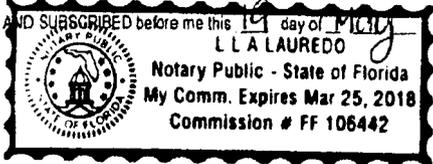
NOTARIZATION PROVISION

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

Before me, the undersigned authority, personally appeared Donald W. Wipe 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.

Donald W. Wipe
AFFIANT

SWORN TO AND SUBSCRIBED before me this 10 day of MAY, 20015



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

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

AFFIANT

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

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

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

AFFIANT

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

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

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

AFFIANT

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

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

ORDINANCE NO. 2015- _____

AN ORDINANCE OF THE CITY OF AVENTURA, FLORIDA, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF AVENTURA BY AMENDING THE ZONING DESIGNATION FOR A PARCEL OF LAND LOCATED ON WEST COUNTRY CLUB DRIVE CONTAINING A TOTAL OF 2.111 ACRES MORE OR LESS AND MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", FROM B2, COMMUNITY BUSINESS DISTRICT TO ROS, RECREATION OPEN SPACE DISTRICT AND BY AMENDING THE ZONING DESIGNATION FOR A PARCEL OF LAND LOCATED ON WEST COUNTRY CLUB DRIVE CONTAINING A TOTAL OF 2.111 ACRES MORE OR LESS AND MORE PARTICULARLY DESCRIBED IN EXHIBIT "B", FROM ROS, RECREATION OPEN SPACE DISTRICT TO B2, COMMUNITY BUSINESS DISTRICT; APPROVING THE FOURTH AMENDMENT TO "RESTRICTIONS FOR BISCAYNE VILLAGE, MIAMI-DADE COUNTY, FLORIDA" RELATING TO THE GOLF COURSE AND COUNTRY CLUB PARCELS; ACCEPTING THE DECLARATION OF RESTRICTIONS CONTAINING THE APPLICANT'S PROFFER OF SITE IMPROVEMENTS AND OTHER RESTRICTIONS ON THE GOLF COURSE PARCEL, INCLUDING THE PARCEL DESCRIBED IN EXHIBIT "A"; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the applicant, TB Isle Resort, LP, through Applications No. 01-REZ-15 and 02-REZ-15, has made application to amend the Official Zoning Map of the City for one parcel of land located on West Country Club Drive totaling 2.111 acres, legally described in Exhibit "A" to this Ordinance, (the "South Parcel") from B2, Community Business District to ROS, Recreation Open Space District and to amend the Official Zoning Map of the City for a second parcel of land located on West Country Club Drive totaling 2.111 acres, legally described in Exhibit "B" to this Ordinance, (the "North Parcel") from ROS, Recreation Open Space to B2, Community Business District, to facilitate redevelopment of the Turnberry Isle Resort; and

WHEREAS, the City Commission concurrently with this rezoning application has considered small scale Comprehensive Plan amendments to change the future land

use designation of the South Parcel from Business and Office to Parks and Recreation and the future land use designation of the North Parcel from Parks and Recreation to Business and Office (01-CPA-15 and 02-CPA-15); and

WHEREAS, the City Commission has been designated as the local planning agency for the City pursuant to Section 163.3174, Florida Statutes, and as the local planning agency has determined that the rezonings are consistent with the applicable provisions of the City Comprehensive Plan as proposed to be amended; and

WHEREAS, the City Commission has evaluated the criteria of Section 31-77(f) of the City Code of Ordinances and determined that the proposed zoning designations are consistent with the requirements of the City Code; and

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

WHEREAS, the City Commission has determined that the proposed rezonings are consistent with the intent of the original development plan for the properties and that all public conditions and restrictions have been satisfied; and

WHEREAS, the City Commission has reviewed the applications for rezoning and has considered the testimony of all interested parties at the public hearings, and has determined that the actions set forth in this Ordinance are consistent with the Comprehensive Plan, as proposed to be amended; and the health, safety and welfare of the City.

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

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

Section 2. Official Zoning Map Amended. The Official Zoning Map of the City of Aventura is hereby amended by amending the zoning designation for the South Parcel land located on West Country Club Drive totaling 2.111 acres as legally described in Exhibit "A" to this Ordinance from B2, Community Business District to ROS, Recreation Open Space District.

Section 3. Official Zoning Map Amended. The Official Zoning Map of the City of Aventura is hereby amended by amending the zoning designation for the North Parcel located on West Country Club Drive totaling 2.111 acres as legally described in Exhibit "B" to this Ordinance from ROS, Recreation Open Space District to B2, Community Business District.

Section 4. Restrictions for Biscayne Village Amended. The "Fourth Amendment to Restrictions", attached as Exhibit "C" to this Ordinance amending the "Restrictions for Biscayne Village, Dade County, Florida" and relating to the golf course and country club Restrictions dated February 12, 1969 recorded in the Public Records for Miami-Dade County in Official Records Book 6889, Page 4, with revision on July 17, 1972 recorded in the Public Records for Miami-Dade County in Official Records Book 8198, Page 259; with further revision on December 20, 1988 recorded in the Public Records for Miami-Dade County in Official Records Book 14012, Page 616; and with further revision on March 3, 2010 recorded in the Public Records for Miami-Dade County in Official Records Book 27223 , Page 0031, is hereby approved to reflect the amended legal description of the parcels resulting from the rezonings approved by this Ordinance and to restate the public conditions and restrictions.

Section 5. Acceptance of Declaration of Restrictions for Site Improvements Proffer by Applicant. The Declaration of Restrictions for Site

Improvements, attached as Exhibit "D" to this Ordinance, as proffered by the applicant and relating to the golf course parcel and to the South Parcel legally described in Exhibit "A" to this Ordinance are hereby accepted.

Section 6. 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 7. Inclusion in the Code. It is the intention of the City Commission, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of the City of Aventura and that the Official Zoning Map of the City may be revised so as to accomplish such intentions.

Section 8. Effective Date. This Ordinance shall be effective immediately upon the effective date of the small scale amendments to the Comprehensive Plan (01-CPA-15 and 02-CPA-15).

Section 9. Issuance of this development order by the City of Aventura does not in any way create any right on the part of an applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the City of Aventura for issuance of the development order if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. All applicable state and federal permits must be obtained before commencement of the development. This condition is included pursuant to Section 166.033, Florida Statutes, as amended.

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

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

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

PASSED on first reading on this 2nd day of June, 2015.

PASSED AND ADOPTED on this 7th day of July, 2015.

ENID WEISMAN, MAYOR

ATTEST:

ELLISA L. HORVATH, MMC, CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

CITY ATTORNEY

EXHIBIT A

LEGAL DESCRIPTION:

A portion of Tract U, FIFTH ADDITION BISCAYNE YACHT AND COUNTRY CLUB, according to the plat thereof, as recorded in Plat Book 99 at Page 20 of the Public Records of Miami-Dade County, Florida, and being more particularly described as follows:

Begin at the Northwest corner of Tract H-H of said plat of FIFTH ADDITION BISCAYNE YACHT AND COUNTRY CLUB; thence N 81°00'38" E along the North line of said Tract H-H for 211.44 feet to a point on a circular curve concave to the Northeast and whose radius point bears N 81°00'38" E; thence Northwesterly along a 4299.22 foot radius curve leading to the right through a central angle of 3°48'14" for an arc distance of 285.43 feet to a non-tangent point; thence N 28°44'32" W for 43.73 feet; thence N 03°20'32" W for 24.05 feet; thence N 21°07'43" E for 63.17 feet; thence S 87°20'20" W for 6.30 feet; thence N 02°39'40" W for 15.79 feet; thence S 87°20'20" W for 23.77 feet; thence S 42°20'20" W for 2.49 feet; thence S 87°20'23" W for 138.29 feet; thence N 47°39'40" W for 26.09 feet; thence N 02°39'40" W for 6.48 feet to a point of curvature; thence Northwesterly and Southwesterly along a 15.00 foot radius curve leading to the left through a central angle of 90°00'00" for an arc distance of 23.56 feet to a point of tangency; thence S 87°20'20" W for 17.99 feet to a point on a circular curve concave to the Northeast and whose radius point bears N 87°09'27" E; thence Southeasterly along the Westerly line of said Tract U and Easterly right of way line of West Country Club Drive, also being a 4510.66 foot radius curve leading to the left through a central angle of 6°08'49" for an arc distance of 483.92 feet to the Point of Beginning.

SURVEYOR'S NOTES:

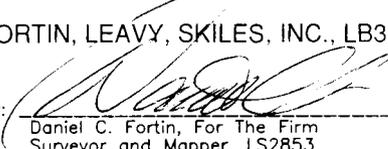
- This site lies in Section 3, Township 52 South, Range 42 East, City of Aventura, Miami-Dade County, Florida.
- Bearings hereon are referred to an assumed value of S 02°40'32" E for the Easterly right of way line of West Country Club Drive.
- Lands shown hereon were not abstracted for easements and/or rights-of-way of records.
- This is not a "Boundary Survey" but only a graphic depiction of the description shown hereon.
- Lands shown hereon containing 91,955 square feet, or 2.111 acres, more or less.
- Dimensions shown hereon are based on Fortin, Leavy, Skiles, sketch #2011-025.

SURVEYOR'S CERTIFICATION:

I hereby certify that this "Sketch of Description" was made under my responsible charge on April 8, 2015, and meets the applicable codes as set forth in the Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

"Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper"

FORTIN, LEAVY, SKILES, INC., LB3653

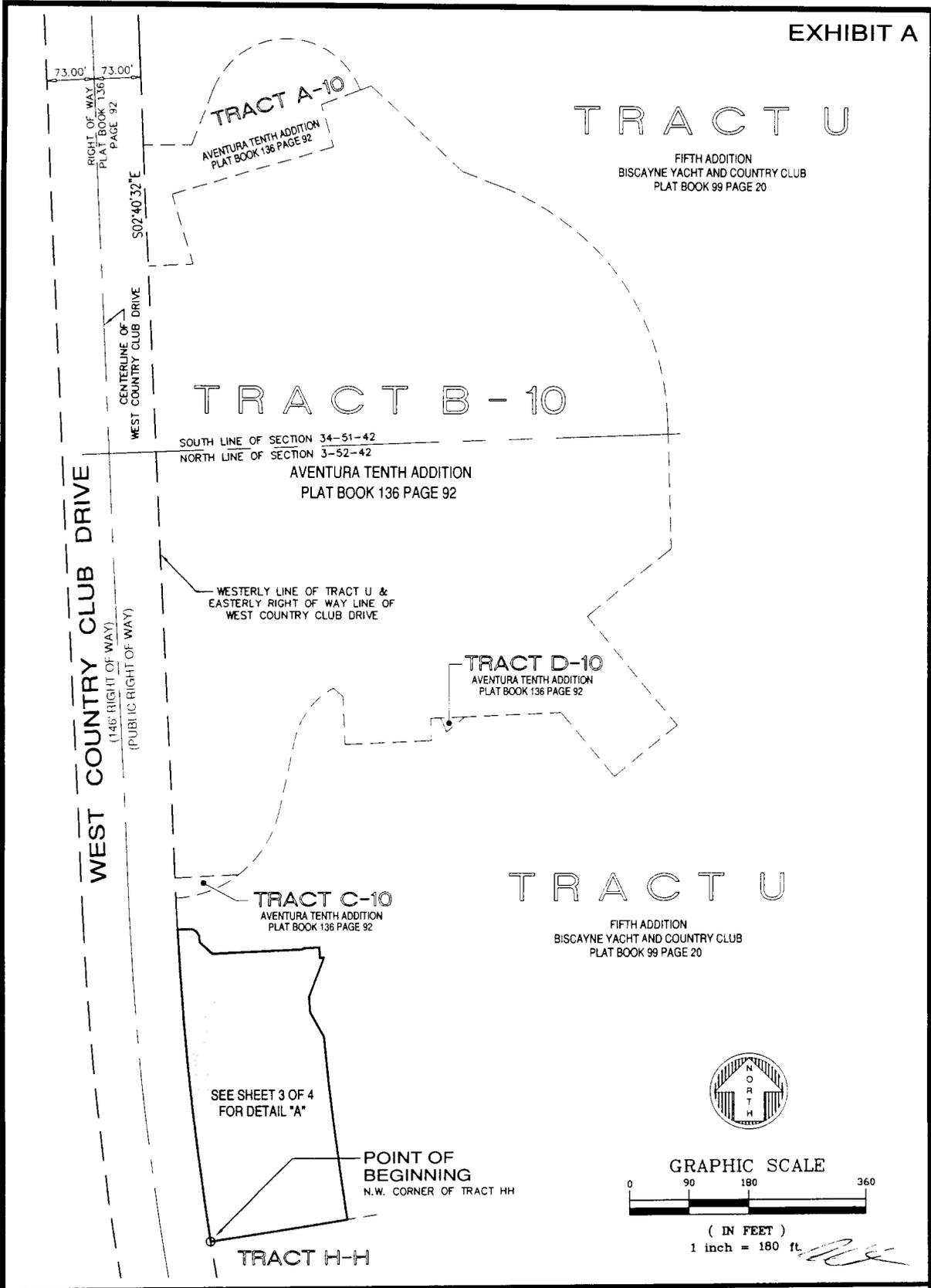
By: 
Daniel C. Fortin, For The Firm
Surveyor and Mapper, LS2853
State of Florida.

Drawn By	MAP
Cad. No.	081221
Ref. Dwg.	2011-025
Plotted:	4/9/15 11:00a

LEGAL DESCRIPTION, NOTES & CERTIFICATION

FORTIN, LEAVY, SKILES, INC.
CONSULTING ENGINEERS, SURVEYORS & MAPPERS
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653
180 Northeast 168th Street / North Miami Beach, Florida. 33162
Phone: 305-653-4493 / Fax 305-651-7152 / Email fls@flssurvey.com

Date	4/9/15
Scale	NOT TO SCALE
Job. No.	150445
Dwg. No.	1015-037-A
Sheet	1 of 4



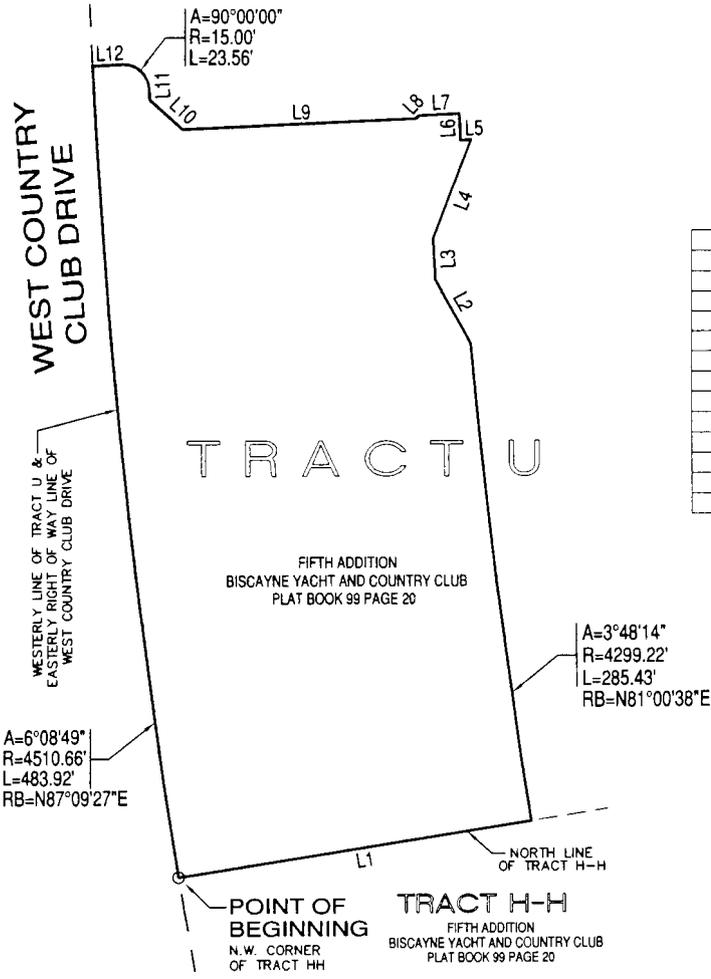
Drawn By	MAP
Cad. No.	081221
Ref. Dwg.	2011-025
Plotted:	4/9/15 11:00a

SKETCH OF DESCRIPTION

FORTIN, LEAVY, SKILES, INC.
 CONSULTING ENGINEERS, SURVEYORS & MAPPERS
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 180 Northeast 168th. Street / North Miami Beach, Florida. 33162
 Phone: 305-653-4493 / Fax 305-651-7152 / Email fls@flssurvey.com

Date	4/9/15
Scale	1"=180'
Job. No.	150445
Dwg. No.	1015-037-A
Sheet	2 of 4

EXHIBIT A



LINE TABLE		
LINE	LENGTH	BEARING
L1	211.44	N81°00'38"E
L2	43.73	N28°44'32"W
L3	24.05	N03°20'32"W
L4	63.17	N21°07'43"E
L5	6.30	S87°20'20"W
L6	15.79	N02°39'40"W
L7	23.77	S87°20'20"W
L8	2.49	S42°20'20"W
L9	138.29	S87°20'23"W
L10	26.09	N47°39'40"W
L11	6.48	N02°39'40"W
L12	17.99	S87°20'20"W



DETAIL "A"

Drawn By	MAP
Cad. No.	081221
Ref. Dwg	2011-025
Plotted:	4/9/15 11:00a

SKETCH OF DESCRIPTION

FORTIN, LEAVY, SKILES, INC.
CONSULTING ENGINEERS, SURVEYORS & MAPPERS
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Date	4/9/15
Scale	NOT TO SCALE
Job. No.	150445
Dwg. No.	1015-037-A
Sheet	3 of 4

EXHIBIT A



A handwritten signature in the bottom right corner of the sketch area.

Drawn By MAP	LOCATION SKETCH	Date 4/9/15
Cad. No. 081221		Scale NOT TO SCALE
Ref. Dwg. 2011-025	FORTIN, LEAVY, SKILES, INC. CONSULTING ENGINEERS, SURVEYORS & MAPPERS FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653 180 Northeast 168th. Street / North Miami Beach, Florida. 33162 Phone: 305-653-4493 / Fax 305-651-7152 / Email fls@flssurvey.com	Job. No. 150445
Plotted: 4/9/15 11:00a		Dwg. No. 1015-037-A
		Sheet 4 of 4

LEGAL DESCRIPTION:

EXHIBIT B

A portion of Tract B-10, AVENTURA TENTH ADDITION, according to the plat thereof, as recorded in Plat Book 136 at Page 92, and a portion of Tract U, FIFTH ADDITION BISCAYNE YACHT AND COUNTRY CLUB, according to the plat thereof, as recorded in Plat Book 99 at Page 20, both of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Begin at the Northeast corner of Tract D-10 of said plat of AVENTURA TENTH ADDITION; thence S 50°38'09" W along the Southeasterly line of said Tract D-10 for 36.81 feet to a point on a circular curve concave to the Southwest and whose radius point bears S 72°28'08" W; thence Northwesterly along the Westerly line of said Tract D-10, also being a 120.00 foot radius curve leading to the left through a central angle of 11°16'19" for an arc distance of 23.61 feet to a non-tangent point; thence N 02°20'33" W for 24.13 feet; thence S 87°26'47" W for 62.28 feet; thence N 02°33'13" W for 39.61 feet; thence N 87°26'47" E for 41.45 feet; thence N 02°33'13" W for 42.01 feet; thence S 87°26'47" W for 120.69 feet; thence S 02°33'13" E for 33.67 feet; thence S 42°26'47" W for 16.77 feet; thence S 87°26'47" W for 63.18 feet; thence S 02°40'32" E for 210.19 feet; thence S 69°21'03" W for 52.68 feet; thence S 00°35'40" W for 66.67 feet; thence S 45°59'34" E for 61.79 feet; thence N 87°27'33" E for 35.71 feet; thence S 02°57'10" E for 74.43 feet; thence S 21°07'43" W for 8.51 feet; thence N 87°20'20" E for 20.53 feet; thence N 02°39'40" W for 100.00 feet; thence S 87°20'20" W for 1.67 feet; thence N 02°39'40" W for 26.70 feet; thence N 87°20'20" E for 3.66 feet; thence N 42°20'20" E for 23.73 feet; thence N 02°39'40" W for 3.16 feet; thence N 87°20'20" E for 66.01 feet; thence S 02°39'40" E for 5.67 feet; thence N 87°20'20" E for 12.38 feet; thence S 02°39'40" E for 3.83 feet; thence N 87°20'20" E for 52.75 feet; thence N 02°39'40" W for 3.83 feet; thence N 87°20'20" E for 12.38 feet; thence N 02°39'40" W for 3.50 feet; thence N 87°20'20" E for 59.00 feet; thence N 02°39'40" W for 5.08 feet; thence N 87°20'20" E for 12.23 feet; thence N 42°20'20" E for 36.63 feet; thence N 02°39'40" W for 12.23 feet; thence N 87°20'20" E for 5.08 feet; thence N 02°39'40" W for 55.00 feet; thence N 87°20'20" E for 2.67 feet; thence N 02°39'40" W for 52.75 feet; thence S 87°20'20" W for 2.67 feet; thence N 02°39'40" W for 37.22 feet; thence N 87°20'20" E for 25.34 feet; thence N 02°39'40" W for 26.76 feet; thence S 87°26'47" W along the exterior boundary line of said Tract B-10 for 77.46 feet to the Point of Beginning.

AND

A portion of Tract U, FIFTH ADDITION BISCAYNE YACHT AND COUNTRY CLUB, according to the plat thereof, as recorded in Plat Book 99 at Page 20 of the Public Records of Miami-Dade County, Florida, and being more particularly described as follows:

Commence at the most Northerly corner of Tract B-10, AVENTURA TENTH ADDITION, according to the plat thereof, as recorded in Plat Book 136 at Page 92 of said Public Records of Miami-Dade County, Florida, the following four (4) courses being along the exterior boundary line of said Tract B-10; 1) thence S 47°08'16" E for 193.28 feet; 2) thence S 69°22'04" E for 60.00 feet to a point curvature; 3) thence Southeasterly along a 400.00 foot radius curve leading to the right through a central angle of 25°40'53" for an arc distance of 179.29 feet to the Point of Beginning; 4) thence continue Southeasterly along said 400.00 foot radius curve leading to the right through a central angle of 9°49'31" for an arc distance of 68.59 feet; thence N 48°35'47" E for 7.26 feet; thence N 41°24'13" W for 68.44 feet; thence S 48°35'47" W for 4.11 feet to the Point of Beginning.

SURVEYOR'S NOTES:

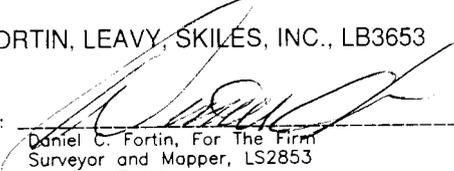
- This site lies in Section 3, Township 52 South, Range 42 East and Section 34, Township 51 South, Range 42 East, City of Aventura, Miami-Dade County, Florida.
- Bearings hereon are referred to an assumed value of S 02°40'32" E for the Easterly right of way line of West Country Club Drive.
- Lands shown hereon were not abstracted for easements and/or rights-of-way of records.
- This is not a "Boundary Survey" but only a graphic depiction of the description shown hereon.
- Lands shown hereon containing 91,955 square feet, or 2.111 acres, more or less.
- Dimensions shown hereon are based on Fortin, Leavy, Skiles, sketch #2011-025.

SURVEYOR'S CERTIFICATION:

I hereby certify that this "Sketch of Description" was made under my responsible charge on April 9, 2015, and meets the applicable codes as set forth in the Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

"Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper"

FORTIN, LEAVY, SKILES, INC., LB3653

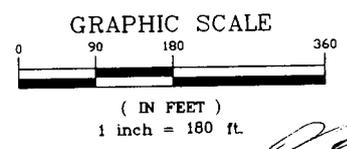
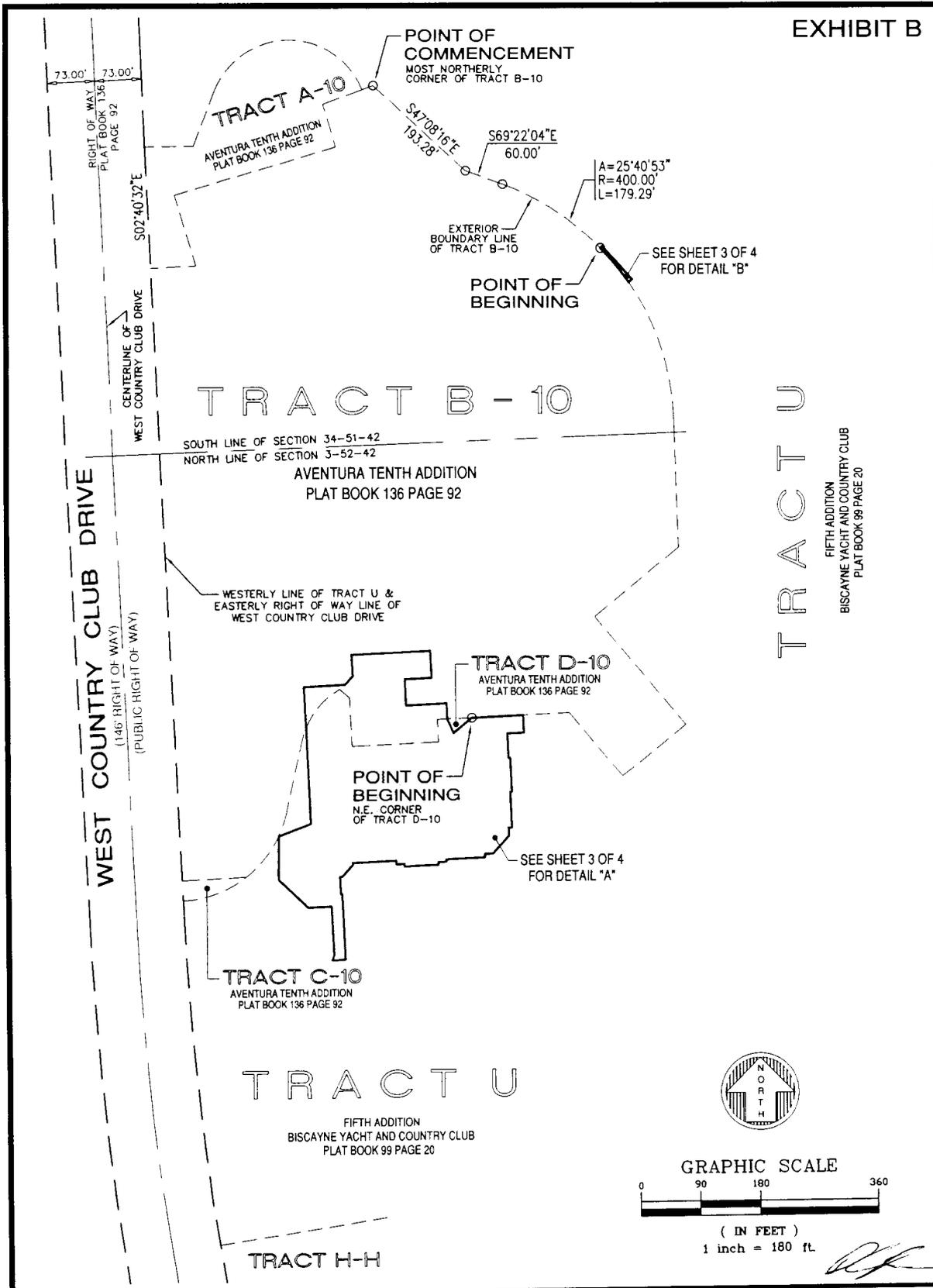
By: 
 Daniel C. Fortin, For The Firm
 Surveyor and Mapper, LS2853
 State of Florida.

Drawn By	MAP
Cad. No.	081221
Ref. Dwg.	2011-025
Plotted:	4/9/15 11:00a

LEGAL DESCRIPTION, NOTES & CERTIFICATION

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Sheet	1 of 4



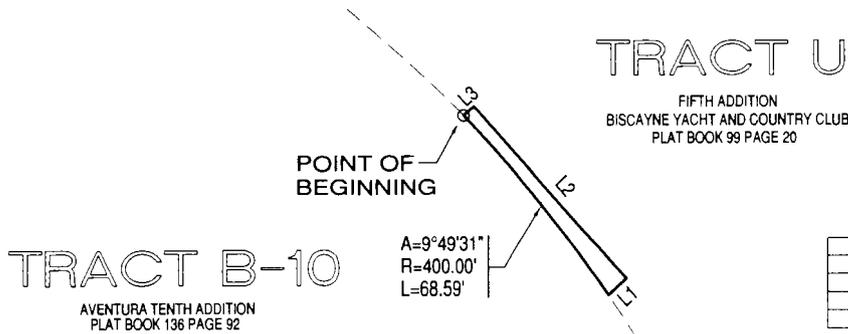
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SKETCH OF DESCRIPTION

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Sheet	2 of 4

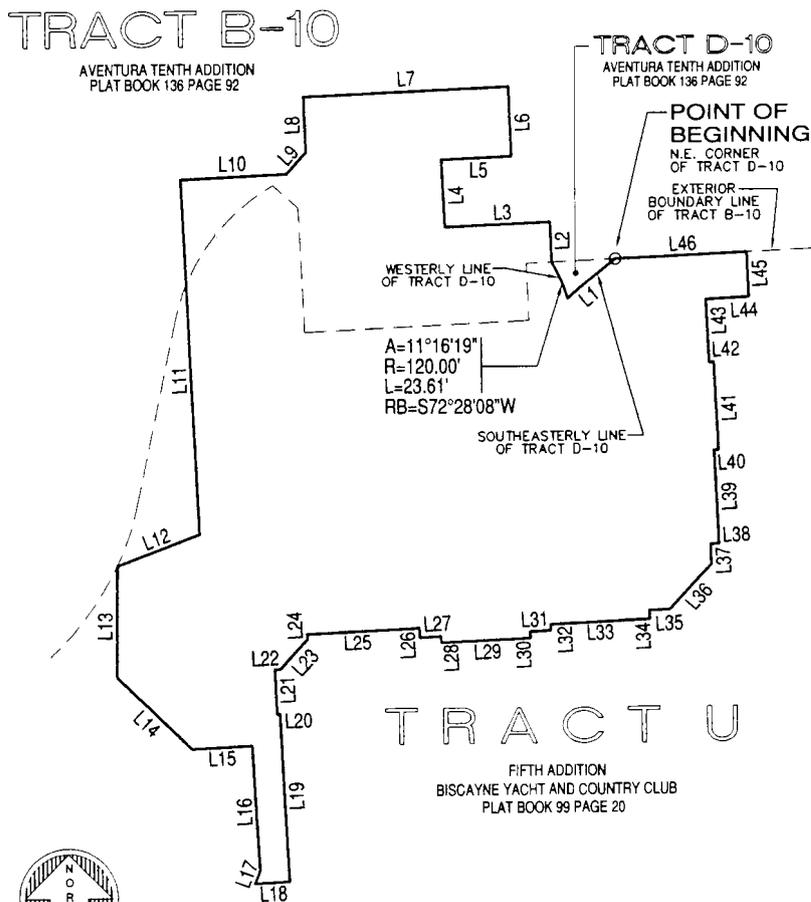
EXHIBIT B



LINE TABLE		
LINE	LENGTH	BEARING
L1	7.26	N48°35'47"W
L2	68.44	N41°24'13"W
L3	4.11	S48°35'47"W



DETAIL "B"



LINE TABLE		
LINE	LENGTH	BEARING
L1	36.81	S50°38'09"W
L2	24.13	N02°20'33"W
L3	62.28	S87°26'47"W
L4	39.61	N02°33'13"W
L5	41.45	N87°26'47"E
L6	42.01	N02°33'13"W
L7	120.69	S87°26'47"W
L8	33.67	S02°33'13"E
L9	16.77	S42°26'47"W
L10	63.18	S87°26'47"W
L11	210.19	S02°40'32"E
L12	52.68	S69°21'03"W
L13	66.67	S00°35'40"W
L14	61.79	S45°59'34"E
L15	35.71	N87°27'33"E
L16	74.43	S02°57'10"E
L17	8.51	S21°07'43"W
L18	20.53	N87°20'20"E
L19	100.00	N02°39'40"W
L20	7.67	S87°20'20"W
L21	26.70	N02°39'40"W
L22	3.66	N87°20'20"E
L23	23.73	N42°20'20"E
L24	3.16	N02°39'40"W
L25	66.01	N87°20'20"E
L26	5.67	S02°39'40"E
L27	12.38	N87°20'20"E
L28	3.83	S02°39'40"E
L29	52.75	N87°20'20"E
L30	3.83	N02°39'40"W
L31	12.38	N87°20'20"E
L32	3.50	N02°39'40"W
L33	59.00	N87°20'20"E
L34	5.08	N02°39'40"W
L35	12.23	N87°20'20"E
L36	36.63	N42°20'20"E
L37	12.23	N02°39'40"W
L38	5.08	N87°20'20"E
L39	55.00	N02°39'40"W
L40	2.67	N87°20'20"E
L41	52.75	N02°39'40"W
L42	2.67	S87°20'20"W
L43	37.22	N02°39'40"W
L44	25.34	N87°20'20"E
L45	26.76	N02°39'40"W
L46	77.46	S87°26'47"W



DETAIL "A"

Drawn By	MAP
Cad. No.	081221
Ref. Dwg.	2011-025
Plotted:	4/9/15 11:00a

SKETCH OF DESCRIPTION

FORTIN, LEAVY, SKILES, INC.
CONSULTING ENGINEERS, SURVEYORS & MAPPERS
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653
180 Northeast 168th. Street / North Miami Beach, Florida. 33162
Phone: 305-653-4493 / Fax 305-651-7152 / Email fls@flssurvey.com

Date	4/9/15
Scale	NOT TO SCALE
Job No.	150445
Dwg. No.	1015-037-B
Sheet	3 of 4

EXHIBIT B



Handwritten signature or initials in the bottom right corner of the sketch area.

Drawn By	MAP
Cad. No.	081221
Ref. Dwg.	2011-025
Plotted:	4/9/15 11:00a

LOCATION SKETCH

FORTIN, LEAVY, SKILES, INC.
CONSULTING ENGINEERS, SURVEYORS & MAPPERS
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653
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Date	4/9/15
Scale	NOT TO SCALE
Job No.	150445
Dwg. No.	1015-037-B
Sheet	4 of 4