

The City of Aventura



City Commission Workshop Agenda

May 18, 2023
9:00 a.m.

**Aventura Government Center
5th Floor Executive Conference Room
19200 W. Country Club Drive, Aventura, FL 33180**

1. **Call to Order/Roll Call**
2. **Pledge of Allegiance**
3. **Discussion: Proposed Revision Addressing Open Space/Submerged Lands Inconsistency in the Land Development Regulations (City Manager)* ****
4. **Discussion: HERO Housing - Proposed Zoning Incentive (City Manager)***
5. **Discussion: HERO Housing – Draft Program Guidelines (City Manager)***

* **Back-up Information Exists**

** **PowerPoint Presentation**

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 or cityclerk@cityofaventura.com, not later than two days prior to such proceeding. One or more members of the City of Aventura Advisory Boards may participate in the meeting. Agenda items are available online at cityofaventura.com for viewing and printing. Copies of agenda items can also be requested through the Office of the City Clerk at 305-466-8901 or cityclerk@cityofaventura.com.

Sec. 31-21. Definitions.

Committed Submerged Open Space shall mean that portion of a lot, measured in square feet, that is submerged below water and relied upon in calculating the density or Floor Area Ratio (FAR) of a development project upon the upland of the same lot. Committed Submerged Open Space is to be identified on the site plan of the development relying upon it and becomes an integral feature of such site plan. Committed Submerged Open Space, as opposed to upland open space, does not fulfil the Open Space requirements set forth in the site development standards of the zoning district regulations applicable to the lot except as specifically and explicitly allowed by those site development standards.

Open space shall mean any area of land ~~and/or water~~, which is open and unobstructed from the ground to the sky ~~including wetland mitigation areas and areas maintained in a natural and undisturbed character~~. Open space shall include private parks, buffer yards and common landscaped areas. Open space shall also include 50 percent of the area of landscaped rooftop amenities and landscaped above-ground patios, provided such areas are well landscaped with trees and other plantings and are maintained for the common benefit of and accessible to all occupants of the building. ~~Open space shall also include bicycle and pedestrian paths external to a development parcel.~~ Open space shall not include ~~submerged areas below the control water elevation (exclusive of wetland areas)~~, areas covered with buildings, parking areas, driveways and other paved areas and shall not include planter boxes on exterior walls or other above-ground planting areas that are not available for use by building occupants. Open space shall not include areas submerged below water except as specifically and explicitly allowed by the site development standards within the applicable zoning district regulations.

Sec. 31-143. Residential Zoning Districts.

- (f) *Multifamily High Density Residential Districts (RMF4)*. The following regulations shall apply to all RMF4 Districts.
- (3) *Site development standards.*
- g. Minimum open space: 40 percent of the ~~total~~ lot area used in the Floor Area Ratio (FAR) calculation. Said open space shall be unencumbered with any structure or off-street parking, and shall be landscaped and well maintained with grass, trees, and shrubbery. (FAR is calculated using the upland portion of the site plus the committed submerged open space and does not exceed 2.0. The open space requirement is calculated by adding the upland portion of the site and the committed submerged open space together and then multiplying that total by 40%, but only the upland open space counts toward meeting the open space requirement.)
- i. Floor area ratio: The floor area ratio shall not exceed the following, provided, however, that structure parking shall not count as a part of the floor area, but shall be counted in computing building height.

Height of Building	Floor Area Ratio
1 story	0.40
2 story	0.60
3 story	0.80
4 story	1.00
5 story	1.20
6 story	1.40
7 story	1.60
8 story	1.80
9 story or over	2.00

Sec. 31-21. Definitions.

HERO Housing shall mean residential dwelling units constructed after May 1, 2023 that are subject to an agreement between the City and the developer of such residential units, including a recorded covenant running with the land, by which such units are made available to individuals at less-than market rate pricing. The units shall be made available pursuant to the City's HERO Housing Program Guidelines as adopted and amended from time to time by Resolution of the City Commission and in accordance with the terms set forth in the agreement with the developer.

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Sec. 31-145. Town Center Zoning Districts.

- (a) *Purpose.* The purpose and intent of these districts is to provide suitable sites for the development of residential and commercial uses in a well planned and compatible manner. The uses within these districts shall be consistent with, but may be more restrictive than, the corresponding Town Center Land Use category permitted uses. Residential densities shall not exceed 25 units per gross acre and nonresidential densities shall not exceed a floor area ratio of 2.0.
- (b) *Town Center District (TC1).* The following regulations shall apply to all TC1 Districts:
- (3) *Conditional uses permitted.* The following uses may be established if first approved as a conditional use:
- q. For projects that provide at least 15% of their residential units as HERO Housing, increased density above 25 units per acre up to 75 units per acre and relief from Section (b)(1)a. –no ratio of residential square feet to commercial square feet shall apply.

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Resolution

A RESOLUTION OF THE CITY COMMISSION APPROVING THE ATTACHED HERO HOUSING PROGRAM
GUIDELINES

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City of Aventura

HERO Housing

PROGRAM GUIDELINES

The following guidelines shall govern the provision of HERO Housing.

1. Only Police Officers currently employed by the City of Aventura and teachers currently teaching at Don Soffer High School ("DSAHS") or Aventura City of Excellence School (ACES) are eligible to apply for the program.
2. The program allows the above mentioned employees to enter into a lease for housing at a reduced cost at residential developments that participate in the City's HERO Housing Program.
3. Residential developments must be authorized by the City to participate in the HERO Housing Program. The conditions for such participation and the Program's guidelines shall be incorporated into the development agreement approved by the City. Should a conflict arise between the guidelines and other terms of the agreement, the guidelines shall prevail, unless otherwise specified in the agreement.
 - The number of units located in approved HERO Housing developments shall be stated in the agreement and allocated to eligible employees on a first come-first served basis. The owner agrees to provide a mix of floor plans and unit sizes for those units classified as HERO housing which shall be announced in advance by the owner.
 - All HERO Housing units shall have a lease term of one year., The initial listing of available units is subject to modification based on the preferences of eligible employees.
4. The annual rent for the units allocated shall be 50% of similarly-sized units rented out by the owner in the prior 12 months.
5. The security deposit due shall be 50% of the security deposit required for non-HERO Housing tenants.
6. Program participants and the owner must enter into a written lease and each party is expected to adhere to the terms and conditions of the lease agreement.
7. The City, the owner, and the program participants are all obligated to provide adequate notice for any changes impacting continued participation in the HERO Housing Program.
8. Requests/applications for HERO Housing shall be submitted to the City Manager's Office on a form proscribed by the City Manager's Office. They shall be received, considered, and fulfilled on a rolling basis first come, first served, first available basis.
9. The unit size requested by an applicant for HERO housing must be made available to the applicant by the owner upon the first lease expiration of a unit of such size.
10. The owner shall maintain records of the leases and monthly receipts for each HERO Housing unit and make them available for audit by the City upon request.
11. In the event that there is no waiting list for HERO Housing units 2 months after the first Certificate of Occupancy of any type is issued for the residential units, the owner may lease any units that had been designated for the program at market rate .
12. The HERO Housing Program shall have no impact on utilities, how they are handled, or who pays for them.

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13. Employees living in designated units shall have the right to renew their leases at the HERO Housing rate, provided they remain in good standing and give written notice to the owner of their intention to renew within 30 days before the lease ends. The annual renewal of the lease for those individuals living in HERO Housing shall be at their option assuming they remain in good standing. The annual cost of rent may be increased in conformance with CPI.
14. More than one HERO may live in a single HERO Housing Unit, but the annual rent for the unit shall still be 50% of what the fair market value annual rent would be otherwise.
15. Upon separation of employment, the annual rent for the housing will increase, for the month following employment separation and thereafter, to full price. The employee can choose to remain in the unit at the full price or leave at the end of the lease term without penalty. However, if separation occurs and the former employee vacates the unit, the owner may exercise its rights under Florida law to seek payment for unpaid rent.
16. If HERO Housing units become available and there is no demand from eligible employees, the landlord may offer a new annual lease at full price. If a HERO is on the waiting list for the unit, the former employee's lease shall terminate as soon as practical for the former employee but no later than 60 days after employment separation.
17. Units to which the developer is committed but have not been filled by program participants within 3 months of such units receiving a Certificate of Occupancy may be leased by the owner at market price to individuals or other prospective tenants. Leases for Non-HERO Housing tenants are for one year and may not be renewed if there is a demand for the unit from eligible employees. If no such demand exists, the non-HERO housing tenant may remain in the unit for another one-year term. If there is no interest from eligible employees and the current tenant chooses not to renew his/her lease, the unit may be leased to a non-HERO tenant.
18. The landlord must notify the City upon the eviction of any HERO Housing participant.
19. If a Program participant is evicted, he/she will be ineligible for HERO Housing in the future.
20. Eviction proceedings of a program participant shall comply with Florida law and the landlord may exercise its rights accordingly.
21. Liability for damage to the unit shall be between the landlord and the tenant. The City takes no responsibility, nor is the City liable for damages in the event the landlord makes a claim against the HERO housing tenant for damages. Furthermore, the City shall not be named as a party in any claim made against the HERO Housing tenant for damages.
22. All residents of the unit must be listed on the lease.
23. The unit may not be sublet by the employee.
24. Furnishings supplied/allowed shall be a matter between the owner and the lessee.
25. The rules put in place by the owner of the units for tenants shall apply to HERO Housing participants and all household members in the same way they apply to other tenants.
26. All units in such residential developments shall not be advertised as vacation rental properties or rented out for such purposes by either the landlord or all tenants (including HERO Housing tenants).
27. The guidelines listed herein shall apply to the first HERO Housing development that enters an agreement with the City. Prior to or concurrent with a second development entering into an agreement to provide HERO Housing, these guidelines shall be revised.
28. The owner shall pay a fee to the City for any HERO housing unit that is not leased to a HERO. The fee shall be negotiated between the owner and the City.