

CITY OF AVENTURA

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



CITY COMMISSION REGULAR MEETING AGENDA

January 13, 2026

6:00 p.m.

**Aventura Government Center
Commission Chambers**

City Commission

**Mayor Howard S. Weinberg, Esq.
Vice Mayor Amit Bloom
Commissioner Clifford B. Ain
Commissioner Gustavo Blachman
Commissioner Rachel S. Friedland, Esq.
Commissioner Paul A. Kruss
Commissioner Cindy Orlinsky**

**City Manager Bryan Pegues
City Clerk Ellisa L. Horvath, MMC
City Attorney Robert Meyers**

1. **CALL TO ORDER/ROLL CALL**
2. **PLEDGE OF ALLEGIANCE**
3. **AGENDA:** Request for Deletions/Emergency Additions
4. **COMMISSION REPORTS**
5. **SPECIAL PRESENTATIONS:**
 - Proclamations
 - Special Recognitions
 - Employee Service Awards
6. **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:
 - November 4, 2025 City Commission Regular Meeting
 - November 12, 2025 City Commission Regular Workshop
 - December 17, 2025 City Commission Special Workshop
 - B. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, ADOPTING THE MIAMI-DADE COUNTY LOCAL MITIGATION STRATEGY 2025; PROVIDING FOR IMPLEMENTATION; 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 THE ATTACHED CONTRACT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR ONE YEAR, TO COMPENSATE THE CITY FOR LANDSCAPE MAINTENANCE WITHIN THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHTS-OF-WAY ON BISCAYNE BOULEVARD, FROM THE OLETA RIVER BRIDGE NORTH TO THE MIAMI-DADE/BROWARD COUNTY LINE; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.
 - D. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, APPROVING THE AGREEMENT WITH JAMES B. PIRTLE CONSTRUCTION COMPANY, INC. D/B/A PIRTLE CONSTRUCTION COMPANY FOR CONSTRUCTION MANAGEMENT AT RISK (CMAR) SERVICES FOR THE PROPOSED AVENTURA HIGH SCHOOL PURSUANT TO REQUEST FOR QUALIFICATIONS 2025-07; AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER FOR PRECONSTRUCTION SERVICES IN AN AMOUNT NOT TO EXCEED \$379,900; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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- E. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, APPROVING THE REAPPOINTMENT OF MEMBERS TO THE DON SOFFER AVENTURA HIGH SCHOOL ADVISORY BOARD FOR A TWO-YEAR TERM; AND PROVIDING FOR AN EFFECTIVE DATE.
 - F. AVENTURA CITY COMMISSION ACTING IN ITS CAPACITY AS THE GOVERNING BOARD FOR THE AVENTURA CITY OF EXCELLENCE SCHOOL (ACES) AND THE DON SOFFER AVENTURA HIGH SCHOOL (DSAHS): A MOTION APPROVING THE 2025 A+ SCHOOL RECOGNITION FUNDS SPENDING PLAN FOR ACES AND DSAHS.
 - G. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, APPROVING THE ATTACHED AMENDMENT TO THE EMPLOYMENT AGREEMENT BETWEEN THE CITY MANAGER AND THE CITY OF AVENTURA; AMENDING THE PROCESS FOR GRANTING INCREASES TO THE CITY MANAGER'S COMPENSATION; PROVIDING FOR A SALARY ADJUSTMENT AND BONUS; AND PROVIDING FOR AN EFFECTIVE DATE.
 - H. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, APPROVING THE MOBILITY PLAN FOR UPTOWN AVENTURA; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.
- 7. ZONING HEARINGS – QUASI-JUDICIAL PUBLIC HEARINGS: None.**
- 8. ORDINANCES – FIRST READING/PUBLIC HEARINGS: None.**
- 9. ORDINANCES – SECOND READING/PUBLIC HEARINGS:**
- A. AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, AMENDING ORDINANCE NO. 2024-18 WHICH ORDINANCE ADOPTED A BUDGET FOR THE 2024/2025 FISCAL YEAR BY REVISING THE 2024/2025 FISCAL YEAR OPERATING AND CAPITAL BUDGET AS OUTLINED IN EXHIBIT "A" ATTACHED HERETO; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE.
 - B. AN ORDINANCE OF THE CITY OF AVENTURA, FLORIDA, AMENDING THE CITY CODE OF ORDINANCES AT CHAPTER 2 "ADMINISTRATION," ARTICLE III "ADVISORY BOARDS," BY REPEALING DIVISION 5 "ARTS & CULTURAL CENTER ADVISORY BOARD"; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.
 - C. AN ORDINANCE OF THE CITY OF AVENTURA, FLORIDA, CREATING DIVISION 5 "ARTS IN AVENTURA BOARD" OF ARTICLE III "ADVISORY BOARDS" OF CHAPTER 2 "ADMINISTRATION" OF THE CITY CODE BY CREATING SECTION 2-191 "CREATION, COMPOSITION AND QUALIFICATIONS," SECTION 2-192 "PROCESS FOR APPOINTMENT OF BOARD MEMBERS," SECTION 2-193 "JURISDICTION, DUTIES AND MEETINGS," SECTION 2-194 "RULES OF PROCEDURE; QUORUM," AND SECTION 2-195 "STANDARDS OF CONDUCT FOR MEMBERS"; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.
 - D. AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, AMENDING CHAPTER 48, "VEHICLES, USE OF RIGHT-OF-WAY, PARKING AND OTHER REGULATIONS, BY CREATING A NEW ARTICLE V, "ELECTRIC BICYCLES, MOTORIZED SCOOTERS, AND MICROMOBILITY DEVICES," RELATING TO THE OPERATION OF ELECTRIC BICYCLES, MOTORIZED SCOOTERS, AND MICROMOBILITY DEVICES IN THE CITY; PROVIDING FOR SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

10. **RESOLUTIONS/PUBLIC INPUT: None.**
11. **STAFF REPORTS**
12. **PUBLIC COMMENTS**
13. **OTHER BUSINESS: None.**
14. **ADJOURNMENT**

FUTURE MEETINGS

Meeting dates, times, and location are subject to change. Please check the City's website for the most current schedule. Meetings will be held at the City of Aventura Government Center (19200 West Country Club Drive, Aventura).

COMMISSION REGULAR WORKSHOP – JANUARY 22, 2026 AT 9 AM

COMMISSION REGULAR MEETING – FEBRUARY 3, 2026 AT 6 PM

COMMISSION REGULAR WORKSHOP – FEBRUARY 19, 2026 AT 9 AM

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 proceedings. One or more members of the City of Aventura Advisory Boards may participate in 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 are available online at cityofaventura.com for viewing and printing, or may be requested through the Office of the City Clerk at (305) 466-8901 or cityclerk@cityofaventura.com.

CITY OF AVENTURA
OFFICE OF THE CITY CLERK

MEMORANDUM

TO: City Commission
FROM: Ellisa L. Horvath, MMC, City Clerk 
DATE: January 9, 2026
SUBJECT: **Approval of Minutes**

January 13, 2026 City Commission Meeting Agenda

RECOMMENDATION

It is recommended that the City Commission approve the attached minutes, as provided by the City Clerk, for the Commission meetings held as listed below.

BACKGROUND

Meetings were held and minutes have been provided for Commission approval for the following:

- November 4, 2025 City Commission Regular Meeting
- November 12, 2025 City Commission Regular Workshop
- December 17, 2025 City Commission Special Workshop

Should you have any questions, please contact me.

/elh
attachments



**AVENTURA CITY COMMISSION
REGULAR MEETING MINUTES
NOVEMBER 4, 2025
6:00 p.m.
Aventura Government Center
19200 W. Country Club Drive
Aventura, FL 33180**

1. **CALL TO ORDER/ROLL CALL:** The meeting was called to order by Mayor Weinberg at 6:02 p.m. The roll was called and the following were present: Mayor Howard S. Weinberg, Commissioner Clifford B. Ain, Commissioner Gustavo Blachman, Commissioner Amit Bloom, Commissioner Rachel S. Friedland, Commissioner Paul A. Kruss, Commissioner Cindy Orlinsky, City Manager Bryan Pegues, City Clerk Ellisa L. Horvath, and City Attorney Robert Meyers. As a quorum was determined to be present, the meeting commenced.

2. **PLEDGE OF ALLEGIANCE:** The Pledge was led by the members of the Aventura City of Excellence School (ACES) winning season flag football team.

3. **ANNOUNCEMENT OF VICE MAYOR:** It was announced that Commissioner Amit Bloom will serve as Vice Mayor for the next six months.

4. **COMMISSION REPORTS:**

Mayor Weinberg and Commissioner Orlinsky reported on their attendance at the Charter Schools USA Conference as members of the Aventura School Governing Board.

Mayor Weinberg discussed the upcoming new high school building.

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

6. **SPECIAL PRESENTATIONS:**

- **Proclamations:** A proclamation was presented to the Soffer Family for Don Soffer Remembrance Day (November 4, 2025). Remarks were made by members of the City Commission and members of the Soffer Family. A possible future recognition for Don Soffer in the City was mentioned.

A proclamation was presented to Lina Menendez, Epilepsy Alliance Florida - Community Resource Specialist, for Epilepsy Awareness Month (November 2025).

- Special Recognitions: Representatives of the Israel Destiny Foundation and Wounded Soldiers Forum provided information, followed by the presentation of a special memento to them on behalf of the City.
- Employee Service Awards: None.

7. CONSENT AGENDA: There were no requests from the public to address the City Commission.

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

A. Minutes approved as follows:

APPROVAL OF MINUTES:

- October 8, 2025 City Commission Regular Meeting
- October 16, 2025 City Commission Regular Workshop

B. Resolution No. 2025-61 adopted as follows:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, APPROVING THE REAPPOINTMENT OF MEMBERS TO THE DON SOFFER AVENTURA HIGH SCHOOL ADVISORY BOARD FOR A TWO-YEAR TERM; AND PROVIDING FOR AN EFFECTIVE DATE.

C. Resolution No. 2025-62 adopted as follows:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AND ENTER INTO THE COLLECTIVELY BARGAINED CONTRACT BETWEEN THE CITY OF AVENTURA AND THE SOUTH FLORIDA POLICE BENEVOLENT ASSOCIATION, WHICH CONTRACT SHALL BE EFFECTIVE UPON SIGNATURE BY THE CITY MANAGER AND THE SOUTH FLORIDA POLICE BENEVOLENT ASSOCIATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

D. Motion approved as follows:

A MOTION AUTHORIZING THE APPROPRIATION OF UP TO \$97,292.00 FROM THE POLICE FEDERAL FORFEITURE FUNDS FOR THE PURCHASE OF TWO VEHICLES FOR THE POLICE AGGRESSIVE DRIVING ENFORCEMENT UNIT IN ACCORDANCE WITH THE CITY MANAGER'S MEMORANDUM.

E. Resolution No. 2025-63 adopted as follows:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, AWARDED A CONTRACT TO AXON ENTERPRISES, INC. FOR THEIR OFFICER SAFETY PLAN 10 BUNDLE, TO PROVIDE BODY WORN CAMERAS, TASERS, INTERVIEW ROOM CAMERAS, AND VIRTUAL REALITY TRAINING HEADSETS; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR APPROPRIATION AND ALLOCATION OF FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

F. Resolution No. 2025-64 adopted as follows:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, APPROVING THE PROCUREMENT OF A MARINE PATROL VESSEL FOR THE POLICE DEPARTMENT THROUGH AN AUTHORIZED GENERAL SERVICES ADMINISTRATION (GSA) CONTRACT; AUTHORIZING EXPENDITURES IN AN AMOUNT NOT TO EXCEED \$248,000; PROVIDING FOR REIMBURSEMENT THROUGH THE FLORIDA INLAND NAVIGATION DISTRICT (FIND) WATERWAYS ASSISTANCE GRANT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

G. Resolution No. 2025-65 adopted as follows:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, WAIVING THE FORMAL COMPETITIVE BIDDING REQUIREMENTS AND ALLOWING FOR THE AWARD OF A CONTRACT UNDER THE IMPRACTICABILITY JUSTIFICATION PURSUANT TO CITY CODE SECTION 2-253(6); AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT FOR PROJECT MANAGEMENT SERVICES IN AN AMOUNT NOT TO EXCEED \$360,000 BY AND BETWEEN THE CITY OF AVENTURA AND HPF ASSOCIATES, INC.; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

H. Resolution No. 2025-66 adopted as follows:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, APPROVING THE AWARD OF A CONTRACT IN ACCORDANCE WITH SECTION 5.2.3 OF THE AMENDED MANAGEMENT AGREEMENT BETWEEN THE CITY OF AVENTURA AND CHARTER SCHOOLS USA, INC. FOR FACILITIES DEVELOPMENT AND CONSTRUCTION OVERSIGHT; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT FOR SAID SERVICES IN AN AMOUNT NOT TO EXCEED \$360,000 BY AND BETWEEN THE CITY OF AVENTURA AND CHARTER SCHOOLS USA, INC.; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

8. ZONING HEARINGS – QUASI-JUDICIAL PUBLIC HEARINGS:

ORDINANCES – SECOND READING/PUBLIC HEARINGS:

Ms. Horvath read the following Ordinance titles:

- A. AN ORDINANCE OF THE CITY OF AVENTURA, FLORIDA, APPROVING A SMALL SCALE AMENDMENT TO THE FUTURE LAND USE MAP OF THE CITY OF AVENTURA COMPREHENSIVE PLAN PURSUANT TO SECTION 163.3187, FLORIDA STATUTES, TO REDESIGNATE AN APPROXIMATE 13.93 ACRE TRACT OF LAND EXTENDING FROM NE 214 STREET NORTH TO COUNTY LINE ROAD AND FROM BISCAYNE BOULEVARD WEST TO DIXIE HIGHWAY, FROM "BUSINESS AND OFFICE" TO "TOWN CENTER"; PROVIDING FOR CONFLICTS; 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 CHAPTER 31, "LAND DEVELOPMENT REGULATIONS" OF THE CITY CODE OF ORDINANCES BY AMENDING SECTION 31-145(E), "TOWN CENTER OFFICE PARK MIXED USE (TC4) DISTRICT", SUBSECTION (1), "PURPOSE", SUBSECTION (2), "USES PERMITTED", SUBSECTION (3), "ACCESSORY USES PERMITTED", SUBSECTION (4) "CONDITIONAL USES PERMITTED", AND SUBSECTION (6) "SITE DEVELOPMENT STANDARDS" TO ALLOW FOR MORE DIVERSE PROJECTS AND USES WITHIN THE DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

- C. AN ORDINANCE OF THE CITY OF AVENTURA, FLORIDA, AMENDING THE OFFICIAL ZONING MAP BY CHANGING THE ZONING DESIGNATION OF AN APPROXIMATE 13.93 ACRE TRACT OF LAND EXTENDING FROM NE 214 STREET NORTH TO COUNTY LINE ROAD AND FROM BISCAYNE BOULEVARD WEST TO DIXIE HIGHWAY, FROM "COMMUNITY BUSINESS DISTRICT (B2)" AND "MEDICAL OFFICE DISTRICT (MO)" TO "TOWN CENTER MIXED USE DISTRICT (TC4)"; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Pegues requested that the items be deferred to the January 2026 City Commission Meeting Agenda.

A motion to defer the Ordinances for Items 8A, 8B, and 8C to the January 2026 City Commission Meeting Agenda was offered by Vice Mayor Bloom, seconded by Commissioner Blachman, and passed unanimously by roll call vote.

9. ORDINANCES – FIRST READING/PUBLIC HEARINGS:

Ms. Horvath read the following Ordinance title:

- A. AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, AMENDING ORDINANCE NO. 2024-18 WHICH ORDINANCE ADOPTED A BUDGET FOR THE 2024/2025 FISCAL YEAR BY REVISING THE 2024/2025 FISCAL YEAR OPERATING AND CAPITAL BUDGET AS OUTLINED IN EXHIBIT "A" ATTACHED HERETO; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE.

A motion to approve the Ordinance was offered by Commissioner Kruss and seconded by Commissioner Ain.

Mr. Pegues reviewed the adjustments to the budget and recommended approval.

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

No comments were provided by the City Commission.

The motion to approve the Ordinance on first reading passed unanimously by roll call vote.

Ms. Horvath read the following Ordinance title:

- B. AN ORDINANCE OF THE CITY OF AVENTURA, FLORIDA, AMENDING THE CITY CODE OF ORDINANCES AT CHAPTER 2 "ADMINISTRATION," ARTICLE III "ADVISORY BOARDS," BY REPEALING DIVISION 5 "ARTS & CULTURAL CENTER ADVISORY BOARD"; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

A motion to approve the Ordinance was offered by Commissioner Orlinsky and seconded by Commissioner Friedland.

Mr. Pegues reviewed the item repealing the Arts & Cultural Center Advisory Board, created in 2008, which is anticipated to be replaced with a new board with broader duties.

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

No comments were provided by the City Commission.

The motion to approve the Ordinance on first reading passed unanimously by roll call vote.

Ms. Horvath read the following Ordinance title:

- C. AN ORDINANCE OF THE CITY OF AVENTURA, FLORIDA, CREATING DIVISION 5 "ARTS IN AVENTURA BOARD" OF ARTICLE III "ADVISORY BOARDS" OF CHAPTER 2 "ADMINISTRATION" OF THE CITY CODE BY CREATING SECTION 2-191 "CREATION, COMPOSITION AND QUALIFICATIONS," SECTION 2-192 "PROCESS FOR APPOINTMENT OF BOARD MEMBERS," SECTION 2-193 "JURISDICTION, DUTIES AND MEETINGS," SECTION 2-194 "RULES OF PROCEDURE; QUORUM," AND SECTION 2-195 "STANDARDS OF CONDUCT FOR MEMBERS"; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

A motion to approve the Ordinance was offered by Commissioner Ain and seconded by Vice Mayor Bloom.

Mr. Pegues reviewed the item creating a new Arts in Aventura Board, which will replace the Arts & Cultural Center Advisory Board and be tasked with additional duties.

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

No comments were provided by the City Commission.

The motion to approve the Ordinance on first reading passed unanimously by roll call vote.

Ms. Horvath read the following Ordinance title:

- D. AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, AMENDING CHAPTER 48, "VEHICLES, USE OF RIGHT-OF-WAY, PARKING AND OTHER REGULATIONS, BY CREATING A NEW ARTICLE V, "ELECTRIC BICYCLES, MOTORIZED SCOOTERS, AND MICROMOBILITY DEVICES," RELATING TO THE OPERATION OF ELECTRIC BICYCLES, MOTORIZED SCOOTERS, AND MICROMOBILITY DEVICES IN THE CITY; PROVIDING FOR SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

A motion to approve the Ordinance was offered by Vice Mayor Bloom and seconded by Commissioner Ain.

Mr. Pegues reviewed the item and noted that a robust awareness campaign would be done to educate the public.

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

Mr. Meyer provided comments regarding the complexity of drafting the ordinance.

The City Commission discussed the item including the following: the ordinance being a step in the right direction, the ability to amend the ordinance in the future, and the possibility of a dedicated bike lane.

The motion to approve the Ordinance on first reading passed unanimously by roll call vote.

10. **ORDINANCES – SECOND READING/PUBLIC HEARINGS:** None.

11. **RESOLUTIONS/PUBLIC HEARING:** None.

12. **STAFF REPORTS:**

Mr. Pegues reported on the contract with the South Florida Police Benevolent Association that was approved as part of the Consent Agenda for members of the Aventura Police Department.

Mr. Meyers reported on House Bill 105: Local Government Enforcement Actions and its negative impacts to local government.

Commissioner Ain reported on the three items approved on the Consent Agenda for the Aventura Police Department including the following: vehicles for a new aggressive driving unit, new marine patrol vessel, and an officer safety bundle.

Mayor Weinberg reported on the following upcoming events: State of the City Address (November 6), Founders Day Event (November 8), and Veterans Day Ceremony (November 11).

13. **PUBLIC COMMENTS:** No members of the public provided comments.

14. **OTHER BUSINESS:** None.

15. **ADJOURNMENT:** There being no further business to come before the Commission, a motion to adjourn was offered by Vice Mayor Bloom, seconded by Commissioner Ain, and unanimously approved; thus, adjourning the meeting at 7:12 p.m.

Ellisa L. Horvath, MMC, City Clerk

Approved by the City Commission on January 13, 2026.



**AVENTURA CITY COMMISSION
REGULAR WORKSHOP MINUTES
NOVEMBER 12, 2025
9:00 a.m.
Aventura Government Center
19200 W. Country Club Drive
Aventura, FL 33180**

- 1. Call to Order/Roll Call:** The meeting was called to order by Mayor Weinberg at 9:02 a.m. The following were present: Mayor Howard S. Weinberg, Vice Mayor Amit Bloom, Commissioner Clifford B. Ain, Commissioner Gustavo Blachman, Commissioner Rachel S. Friedland, Commissioner Paul A. Kruss, Commissioner Cindy Orlinsky, City Manager Bryan Pegues, City Clerk Ellisa L. Horvath, and City Attorney Robert Meyers. As a quorum was determined to be present, the meeting commenced.
- 2. Pledge of Allegiance:** The Pledge was led by Mayor Weinberg.
- 3. Review: Uptown Aventura Mobility Plan (City Manager):** Mr. Pegues and Community Development Director Keven Klopp briefly introduced the item for the area known as Uptown Aventura. Both noted that the city was constantly looking at connectivity as a focus.

Kimley Horn City Consultants Jonathan McWilliams, PE, accompanied by Raquel Selanikio, P.E., reviewed the following: Agenda (Plan Objective and Plan Components), Objective, Existing Roadway Facilities, Existing Pedestrian Facilities, Existing Bicycle Facilities, Existing Transit Facilities, Future Growth and Planned Developments, Expected Context Change, Proposed Improvements, Proposed Multimodal Improvements, Proposed Transit Improvements, Level of Traffic Stress, Multimodal Transportation Policy, Potential Strategies to Promote Multimodal Goals, and Recommendations. Comments were responded to from the City Commission including the study being focused on city-owned roads, discussion of public/private easements, and the conservative numbers that were used.

The City Commission discussed the item including the following: providing designated dedicated bike lanes with physical barriers, private roads, possibly increasing the 1.74% population growth used since more development was anticipated, connectivity to schools across Biscayne Boulevard, Uptown City Shuttle, increasing the bike/pedestrian access in other areas of the city, infrastructure including the police department, incentives for expanding express routes, improvements needed for the Freebee ride share program,

providing an updated study showing the increased population growth and including East/West Dixie Highway, future studies to possibly relocate the railroad crossings along Dixie Highway, and reviewing the intersections.

Mr. Klopp reviewed the Hospital South Consideration including the following: moving the railroad crossing to 209 Street with Uptown providing the study, Hallandale Beach in support of that study as long as it is moved south, connecting the pathways and green spaces under Ives Dairy Road, the uniqueness of the Hospital South location, the reasons that now is the right time, other considerations including public/private partnerships, and concluding remarks.

The City Commission discussed the item including the following: land acreage, owners, and encouraging letters of support.

City Manager Summary: This item was provided for informational purposes. A resolution will be provided on the January Commission Meeting Agenda to adopt the recommendation of the study including the feedback received. Mr. Pegues will provide the ridership numbers for the city shuttle service to determine if it is still effective. A Commission Workshop Item will be provided in January regarding Freebee ridership age.

4. Review: Arium/Lincoln Pointe Development Plan (City Manager): Mr. Pegues introduced the item for a new development (Arium) on a current rental property (Lincoln Pointe) site at 17900 N.E. 31st Court.

Community Development Director Keven Klopp reviewed the current rental apartment complex, history of the site, the settlement agreement from 2007, and the parameters for the new development as an allowed development with the presentation as a courtesy briefing.

The following provided information on the Arium project: Attorney Mickey Marrero (Bercow Radell Fernandez Larkin & Tapanes PLLC) and Architect Ray Ford (Arquitectonica) as follows: project is to stay within the allowed parameters, 409 units and 12 townhomes, and thirty-one stories. Plans were reviewed showing the following: Site Location (peninsula parcel), Existing Site, Proposed Site Plan, Level 05, Level 06-30, Ground Level, North Elevation, Shadow Study, Rendering 1, Existing Conditions, Rendering 2, Rendering 3, and Rendering 4. Meetings with Williams Island and Biscayne Cove were discussed.

The City Commission discussed the item including the following: marine slips, timeline, presentation at Williams Island, ingress/egress, and changes for traffic congestion.

City Manager Summary: This item was provided for informational purposes.

5. Discussion: City Bicycle Program (City Manager): Mr. Pegues reported on the City's current vendor B-Cycle no longer supporting the bike share program effective mid-December, the only bid that was received from Deco Bikes, a decline in ridership over the past three years, the cost to the City, and other options available.

The City Commission discussed the item including the following: whether or not the City should subsidize, all other cities having a similar program and the vendors they use, defraying the cost with ads, limiting the contract to one year to be reviewed again, possible electric scooter program, and request for the program to be cost-neutral.

City Manager Summary: It was the consensus of the City Commission for the City Manager to research the item further and to see how other cities are addressing the program.

6. Review: 2026 Proposed City Commission Meeting Schedule (City Manager): Mr. Pegues reviewed the proposed schedule for meetings and workshops for 2026.

The City Commission discussed the schedule with the following change: schedule the April Commission Meeting for April 7th (not April 14).

Mr. Pegues announced that a Special Commission Workshop would be scheduled for December 17, 2025 at 10 a.m. for the new high school vision.

City Manager Summary: It was the consensus of the City Commission to establish the schedule as provided with the change as discussed.

7. Discussion: Policy for Commission Members with Office Accounts (City Attorney): Mr. Meyers reviewed the rules for office accounts including funding and expenditures.

The City Commission discussed the item.

City Manager Summary: It was the consensus of the City Commission that an Aventura Policy not be established at this time with Commission members to continue discussing any specific questions they have with the City Attorney.

8. City Clerk's Annual Review: Commissioner Ain recommended a 1.09% increase and \$15,000 one-time bonus retroactive to October 20, 2025.

The City Commission discussed the item and provided positive feedback on Ms. Horvath's performance.

City Manager Summary: It was the consensus of the City Commission to provide Ms. Horvath with an increase and bonus as recommended by Commissioner Ain.

9. City Manager's Annual Review: Commissioner Ain recommended a 6.3% increase and \$20,000 one-time bonus, as well as an increase to 20 weeks of severance in the Manager's Employment Agreement retroactive to November 4, 2025.

The City Commission discussed the item and provided positive feedback on Mr. Pegues' performance.

City Manager Summary: It was the consensus of the City Commission to provide Mr. Pegues with an increase, bonus and contract amendment for a severance increase as recommended by Commissioner Ain. The severance increase will be provided as a change to the management agreement via resolution at the January Commission Meeting.

10. Adjournment: There being no further business to come before the City Commission, the meeting was adjourned by consensus at 11:13 a.m.

Ellisa L. Horvath, MMC, City Clerk

Approved by the City Commission on January 13, 2026.



**AVENTURA CITY COMMISSION
SPECIAL WORKSHOP MINUTES
DECEMBER 17, 2025
10:00 a.m.
Aventura Government Center
19200 W. Country Club Drive
Aventura, FL 33180**

- 1. Call to Order/Roll Call:** The meeting was called to order by Mayor Weinberg at 10:02 a.m. The following were present: Mayor Howard S. Weinberg, Vice Mayor Amit Bloom, Commissioner Clifford B. Ain, Commissioner Gustavo Blachman, Commissioner Rachel S. Friedland, Commissioner Paul A. Kruss, Commissioner Cindy Orlinsky, City Manager Bryan Pegues, City Clerk Ellisa L. Horvath, and City Attorney Robert Meyers. As a quorum was determined to be present, the meeting commenced.
- 2. Pledge of Allegiance:** The Pledge was led by Mayor Weinberg.
- 3. New High School Visioning Workshop Presentation (City Manager):** Mr. Pegues introduced the item, followed by introductions of the City Commission and Team Members.

The following provided a preliminary informational presentation from the DLR (DLR Group and CSA (Currie Sowards Aguila Architects) Team: Jess Sowards (Principal Architect CSA), Jose Jaramillo (Project Manager – Principal Architect CSA), Ian Kilpatrick (Principal and K-12 Sector Leader SE – DLR Group), Dr. Tonya Merrigan (Educational Learning Designer – DLR Group), and Mo Arthur (Principal and K-12 Educational Leader – DLR Group).

The following items were reviewed: Aventura High School Visioning Committee (Committee Members and Workshops), Guiding Purpose, Dream School – Group 1, Group 1 Feedback, Dream School – Group 2, Group 2 Feedback, Departmental, Blended Departmental, Interdisciplinary (Grade Level/House Systems/Pathways), Compare, Site-Specific Design Challenges Site Plan Option 1, Site-Specific Design Challenges Site Plan Option 2, Site-Specific Design Challenges Site Plan Option 3, Programming (Program Spaces), Dot Polling Voting Criteria, Interior Voting Criteria, Exterior Voting Criteria, Site Voting Criteria, and Next Steps.

The City Commission discussed the items including the following: Waterways Park, traffic, tennis courts, high expectations, teaching/learning, ideas to get the conversation going,

obtaining student input, parking, activities on top of the garage, providing a larger footprint for the high school building, integrating the gym with the garage, providing the infrastructure for an additional story, preference of north/south direction for playing fields, considering the middle school layout for alignment with the high school, leaving the location of the parking garage/buildings to the safety experts, option 3 flowing better, existing community center, being mindful of neighbors (Gulfstream), car stacking, possibility of building for 1,200 students versus 1,000, need for a multi-media center, technology, learning environment, getting away from standard learning classrooms, current and future collaborations, possibility of moving the soccer field between the two schools, and preliminary costs per square foot.

The plan to come back with an architectural digital design with some interior snapshots and sense of space, in addition to costs per square foot, will be targeted for March/April 2026.

Paul Abbott, City Project Manager – HPF Associates Inc., and Jacob Katz, Senior VP – Pirtle Construction, provided comments on construction costs.

The following additional item was discussed:

Commissioner Kruss proposed purchasing a table for the 5000 Role Models of Excellence Dr. Martin Luther King, Jr. Annual Scholarship Breakfast Event supported by Congresswoman Frederica S. Wilson. Following discussion, it was the consensus of the City Commission that City funds not be used to purchase a table and that individual Commission members should purchase their own tickets should they wish to attend.

4. Adjournment: There being no further business to come before the City Commission, the meeting was adjourned by consensus at 11:37 a.m.

Ellisa L. Horvath, MMC, City Clerk

Approved by the City Commission on January 13, 2026.

CITY OF AVENTURA
OFFICE OF THE CITY MANAGER

MEMORANDUM

TO: City Commission
FROM: Bryan Pegues, City Manager *BP*
DATE: January 9, 2026
SUBJECT: **Adopting Miami-Dade County Local Mitigation Strategy 2025**

January 13, 2026 City Commission Meeting Agenda

RECOMMENDATION

It is recommended that the City Commission adopt a resolution approving the Miami-Dade County Local Mitigation Strategy (LMS).

BACKGROUND

The Federal Emergency Management Agency (FEMA) has completed its review and approval of the Miami-Dade County Local Mitigation Strategy (LMS) 2025, which was updated from the previous 2020 version. The State of Florida Division of Emergency Management (FDEM) approved the plan in September 2025, and all participating jurisdictions must now adopt the updated LMS to maintain compliance with federal standards and continue eligibility for hazard mitigation funding programs.

The LMS serves as a comprehensive planning document that identifies natural hazard risks throughout Miami-Dade County and establishes mitigation strategies to reduce vulnerability to disasters. A copy of the LMS can be accessed via <https://www.miamidade.gov/global/emergency/local-mitigation-strategy.page>.



LOCAL MITIGATION STRATEGY: LMS 2025



CITY OF AVENTURA RESOLUTION NO. 2026-__

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, ADOPTING THE MIAMI-DADE COUNTY LOCAL MITIGATION STRATEGY 2025; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Federal Emergency Management Agency (“FEMA”) has completed its review and approval of the Miami-Dade County Local Mitigation Strategy 2025 (“LMS”), which was updated from the previous 2020 version; and

WHEREAS, the State of Florida Division of Emergency Management (FDEM) approved the plan in September 2025, and all participating jurisdictions must now adopt the LMS to maintain compliance with federal standards and remain eligible for hazard mitigation funding programs; and

WHEREAS, in order to maintain compliance with federal standards and to remain eligible to receive LMS funding under various grant agreements, the City of Aventura (“City”) desires to adopt the LMS, a copy of which is on file with the Office of the City Clerk; and

WHEREAS, City Commission finds that it is in the best interest and welfare of the residents of the City.

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

Section 1. Recitals. That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. Adoption. That the City Commission hereby adopts the LMS, a copy of which is on file in the Office of the City Clerk.

Section 3. Implementation. That the City Manager is hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution.

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

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

Commissioner Clifford B. Ain _____
Commissioner Gustavo Blachman _____
Commissioner Rachel S. Friedland _____
Commissioner Paul A. Kruss _____
Commissioner Cindy Orlinsky _____
Vice Mayor Amit Bloom _____
Mayor Howard S. Weinberg _____

PASSED AND ADOPTED this 13th day of January, 2026.

HOWARD S. WEINBERG, ESQ.
MAYOR

ATTEST:

ELLISA L. HORVATH, MMC
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

ROBERT MEYERS
CITY ATTORNEY
WEISS SEROTA HELFMAN COLE + BIERMAN, P.L.

CITY OF AVENTURA
OFFICE OF THE CITY MANAGER

MEMORANDUM

TO: City Commission

FROM: Bryan Pegues, City Manager *BP*

DATE: January 9, 2026

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

January 13, 2026 City Commission Meeting Agenda

RECOMMENDATION

It is recommended that the City Commission adopt the attached Resolution authorizing the City Manager to renew the attached contract with the Florida Department of Transportation (FDOT) for landscape maintenance services along Biscayne Boulevard, from the Oleta River Bridge to the County line.

CITY OF AVENTURA RESOLUTION NO. 2026-__

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE ATTACHED CONTRACT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR ONE YEAR, TO COMPENSATE THE CITY FOR LANDSCAPE MAINTENANCE WITHIN THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHTS-OF-WAY ON BISCAYNE BOULEVARD, FROM THE OLETA RIVER BRIDGE NORTH TO THE MIAMI-DADE/BROWARD COUNTY LINE; 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 authorized to execute the attached Contract with the Florida Department of Transportation to provide landscape maintenance services on the Florida Department of Transportation rights-of-way on Biscayne Boulevard from the Oleta River Bridge north to the Miami-Dade/Broward County line.

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

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

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

Commissioner Clifford B. Ain	_____
Commissioner Gustavo Blachman	_____
Commissioner Rachel S. Friedland	_____
Commissioner Paul A. Kruss	_____
Commissioner Cindy Orlinsky	_____
Vice Mayor Amit Bloom	_____
Mayor Howard S. Weinberg	_____

PASSED AND ADOPTED this 13th day of January, 2026.

HOWARD S. WEINBERG, ESQ.
MAYOR

ATTEST:

ELLISA L. HORVATH, MMC
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

ROBERT MEYERS
CITY ATTORNEY
WEISS SEROTA HELFMAN COLE + BIERMAN, P.L.

**TURF AND LANDSCAPE MAINTENANCE
DEPARTMENT FUNDED AGREEMENT
BETWEEN THE
FLORIDA DEPARTMENT OF TRANSPORTATION
AND
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 City of Aventura, a municipal corporation of the State of Florida, hereinafter referred to as the ‘LOCAL GOVERNMENT’.

RECITALS:

WHEREAS, the DEPARTMENT has jurisdiction and maintains State Road 5 (Biscayne Boulevard/US-1) from just South of Oleta River Bridge to Miami-Dade/Broward County Line in the LOCAL GOVERNMENT; and

WHEREAS, the DEPARTMENT, at the LOCAL GOVERNMENT’s request, has agreed to compensate the LOCAL GOVERNMENT for the maintenance of turf and landscape, hereinafter referred to as the ‘PROJECT’, and

WHEREAS, the LOCAL GOVERNMENT recognizes that the State Right-of-Way contains turf and landscape, which requires ongoing maintenance; and

WHEREAS, the DEPARTMENT has programmed funding for the PROJECT under Financial Project Number 407334-7-78-01, and has agreed to compensate the LOCAL GOVERNMENT for turf and landscape maintenance services as further described in Exhibit “A” – Scope of Services, and in accordance with the provisions of Exhibit “B” – Financial Summary, which exhibits are attached hereto, and incorporated by reference; 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 LOCAL GOVERNMENT is aware this Agreement will supplement all maintenance requirements between the DEPARTMENT and the LOCAL GOVERNMENT for all previously executed Permits and Agreements; and

WHEREAS, the parties are authorized to enter into this Agreement pursuant to **Section 339.08(e), 335.055, 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 AND OBLIGATIONS OF THE PARTIES

- a. The LOCAL GOVERNMENT has submitted this Agreement to its LOCAL GOVERNMENT Council/Commission for ratification or approval by resolution. A copy of said approval resolution is attached hereto as "Exhibit "D" - Local Government's Resolution", and is herein incorporated by reference.
- b. The LOCAL GOVERNMENT shall not commence the PROJECT until issuance of a written notice to proceed by the DEPARTMENT, and the DEPARTMENT shall not compensate the LOCAL GOVERNMENT for any PROJECT work undertaken prior to the date of Notice to Proceed.
- c. The LOCAL GOVERNMENT shall be responsible for the maintenance of all areas that have turf and landscape within the DEPARTMENT's right-of-way (the project limits) as described in Exhibit "A".
- d. The LOCAL GOVERNMENT shall be responsible for performing the required maintenance within the project limits with the minimum frequencies stipulated in Exhibit "A".
- 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. Before the LOCAL GOVERNMENT starts the work, the DEPARTMENT shall be notified, via fax or e-mail. The fax or e-mail shall be sent to the attention of the North Miami-Dade Maintenance Engineer, Bencze Vajta, P.E. at (305) 640-7165 or Bencze.Vajta@dot.state.fl.us
- g. The LOCAL GOVERNMENT 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 LOCAL GOVERNMENT.
- 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 LOCAL GOVERNMENT 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 LOCAL GOVERNMENT to properly construct and maintain the additional landscaping without compensation from the DEPARTMENT.
- j. This Agreement shall not obligate the DEPARTMENT to pay the LOCAL GOVERNMENT to maintain any additional landscaping, planted after the effective date of this Agreement, within the limits of the PROJECT, and shall not obligate the LOCAL GOVERNMENT to maintain any such additional landscaping.
- k. Payments to the LOCAL GOVERNMENT shall be made in accordance with Sections 3 and 5 of this Agreement.

3. FINANCIAL PROVISIONS

- a. The DEPARTMENT agrees to compensate the LOCAL GOVERNMENT, up to the maximum participating annual amount of \$12,676.00 for completion of the services described in Exhibit "A" – Scope of Services. The method of compensation is included in Exhibit "B" – Financial Summary.
- b. The LOCAL GOVERNMENT 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 407334-7-78-01, and the quantifiable, measurable, and verifiable units of deliverables, consisting of the performance measures services required to perform the PROJECT Scope of Services described in Exhibit "A". (Section 287.058(1)(d) and (e), F.S.).
- c. Invoices shall be submitted by the LOCAL GOVERNMENT 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 "A", accompanied by the duly executed certification document in Exhibit "C", thereby establishing that the Scope of Services described in Exhibit "A" have been completed. Deliverables must be received and accepted in writing by the DEPARTMENT's Project Manager prior to payments. (Section 287.058 (1)(a), F.S.).
- d. Supporting documentation must establish that the deliverables were received and accepted in writing by the LOCAL GOVERNMENT, or performed by the LOCAL GOVERNMENT, and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Exhibit "A" – Scope of Services was met (see Exhibit "C" – Turf and Landscape JPA Work Certification Document).
- e. There shall be no reimbursement or compensation for travel expenses under this Agreement.

- f. Payment shall be made only after receipt and approval of goods and/or services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, F.S. If the DEPARTMENT determines that the performance of the LOCAL GOVERNMENT is unsatisfactory, the DEPARTMENT shall notify the LOCAL GOVERNMENT of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the DEPARTMENT.

The LOCAL GOVERNMENT shall, within five days after notice from the DEPARTMENT, provide the DEPARTMENT with a corrective action plan describing how the LOCAL GOVERNMENT 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 LOCAL GOVERNMENT 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 LOCAL GOVERNMENT resolves the deficiency. If the deficiency is subsequently resolved, the LOCAL GOVERNMENT may bill the DEPARTMENT for the retained amount during the next billing period. If the LOCAL GOVERNMENT is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement's term. (Section 287.058(1)(h), F.S.).

The LOCAL GOVERNMENT providing goods and/or services to the DEPARTMENT should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 5 working days unless the bid specifications, purchase order, or contract specifies otherwise. The DEPARTMENT has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 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.).

If a payment is not available within 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 LOCAL GOVERNMENT. Interest penalties of less than one (1) dollar will not be enforced unless the LOCAL GOVERNMENT requests payment. Invoices that have to be returned to LOCAL GOVERNMENT because of LOCAL GOVERNMENT 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.).

A Vendor Ombudsman has been established within the DEPARTMENT of Financial Services. The duties of this individual include acting as an advocate for LOCAL GOVERNMENT who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516. (Section 215.422(5) and (7), F.S.).

- g. Records of costs incurred under the terms of this Agreement shall be maintained and

Turf and Landscape Maintenance Department Funded Agreement
between the Florida Department of Transportation and City of Aventura
Financial Project # 407334-7-78-01

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 LOCAL GOVERNMENT'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.).

- h. 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 \$25,000.00 and which have a term for a period of more than 1 year."

- i. The DEPARTMENT's obligation to pay is contingent upon an annual appropriation by the Florida Legislature. (Section 216.311, F.S.).
- j. The LOCAL GOVERNMENT 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 LOCAL GOVERNMENT during the term of the contract; and
 - ii. Expressly require any contractors and 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 LOCAL GOVERNMENT shall insert the above clause into any contract entered into by the LOCAL GOVERNMENT with vendors or contractors hired by the LOCAL GOVERNMENT 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 111 Avenue, Room 6205
Miami, Florida 33172
Attention: District Maintenance Engineer

To LOCAL GOVERNMENT: 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 LOCAL GOVERNMENT 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 a completed Turf and Landscape JPA Work Certification Document (Exhibit "C") certifying that the goods and/or services to be completed and paid under this Agreement have been satisfactorily completed and delivered in accordance with the required Scope of Work in Exhibit "A".
- b. In the event temporary work by the DEPARTMENT's forces or by other Contractors temporarily prevent the LOCAL GOVERNMENT 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 LOCAL GOVERNMENT for the actual work it performs.
 - i. The DEPARTMENT shall initiate this procedure only if the temporary work prevents the LOCAL GOVERNMENT 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 LOCAL GOVERNMENT is unsatisfactory, the DEPARTMENT shall notify the LOCAL GOVERNMENT of the deficiency to be corrected, which correction shall be made within thirty (30) calendar days by the LOCAL GOVERNMENT. The LOCAL GOVERNMENT shall, within five (5) days after notice from the DEPARTMENT, provide the DEPARTMENT with a corrective action plan describing how the LOCAL GOVERNMENT 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 LOCAL GOVERNMENT 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 LOCAL GOVERNMENT resolves the deficiency. If the deficiency is subsequently resolved, the LOCAL GOVERNMENT may bill the DEPARTMENT for the retained amount during the next billing period. If the LOCAL GOVERNMENT 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 LOCAL GOVERNMENT; or
- c. Terminate this Agreement.

7. EXPIRATION/RENEWAL

This Agreement is for a term of one (1) year beginning on the effective date of this Agreement, which shall be the date reflected on the written notice to proceed, and may be renewed twice, only if mutually agreed to in writing by the DEPARTMENT and the LOCAL GOVERNMENT. Any such renewal shall be subject to the same terms and conditions set forth in this Agreement, and shall be contingent upon both satisfactory LOCAL GOVERNMENT 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 LOCAL GOVERNMENT refuses to allow public access to any or all documents, papers, letters, or other materials made or received by the LOCAL GOVERNMENT pertinent to this Agreement which are subject to provisions of **Chapter 119, of the F.S.**

9. ENTIRE AGREEMENT

This Department Funded 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 LOCAL GOVERNMENT 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 LOCAL GOVERNMENT 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 LOCAL

GOVERNMENT's negligent exercise or of its responsibilities as set out in this AGREEMENT, including but not limited to, any negligent act, negligent action, negligence or omission by the LOCAL GOVERNMENT, its officers, agents, employees or representatives in the performance of this AGREEMENT, whether direct or indirect, except that neither the LOCAL GOVERNMENT nor any of its officers, agents, employees or representatives will be liable under this provision for damages arising out of injury or damages caused or resulting from the negligence of the DEPARTMENT.

The LOCAL GOVERNMENT's obligation to indemnify, defend and pay for the defense of 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 LOCAL GOVERNMENT'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 DEPARTMENT's failure to notify the LOCAL GOVERNMENT of a claim shall not release the LOCAL GOVERNMENT of the above duty to defend and indemnify the DEPARTMENT.

The LOCAL GOVERNMENT shall pay all costs and fees related to this obligation and its enforcement by the DEPARTMENT. 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 LOCAL GOVERNMENT's evaluation of liability or its inability to evaluate liability shall not excuse the LOCAL GOVERNMENT's duty to defend and indemnify the DEPARTMENT under the provisions of this section. Only an adjudication or judgment, after the highest appeal is exhausted, specifically finding the DEPARTMENT was negligent shall excuse performance of this provision by the LOCAL GOVERNMENT.

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: _____
LOCAL GOVERNMENT MANAGER

BY: _____
DISTRICT SECRETARY

ATTEST: _____
(SEAL) LOCAL GOVERNMENT CLERK

ATTEST: _____
(SEAL) EXECUTIVE SECRETARY

LEGAL REVIEW:

LOCAL GOVERNMENT ATTORNEY

DISTRICT CHIEF COUNSEL

Exhibit "A" Scope of Services

Maintenance Responsibilities of the LOCAL GOVERNMENT

The LOCAL GOVERNMENT shall be responsible for the maintenance of all turf and landscape areas within the DEPARTMENT's right of way on the State Roads below 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 LOCAL GOVERNMENT shall maintain 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.

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

For each of the following work activities, the LOCAL GOVERNMENT shall be responsible for performing these minimum frequencies:

- Litter Pickup - eighteen (18) times per year
- Mowing, including Edging and Weed Control - eighteen (18) times per year
- Landscape Maintenance/Tree Trimming - eighteen (18) times per year

The LOCAL GOVERNMENT shall perform a minimum of two cycles per quarter for each of the work activities described above.

The LOCAL GOVERNMENT'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, including all material from private property encroaching into the DEPARTMENT'S right-of-way.
- 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. 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: 407334-7-78-01

County: Miami-Dade

FDOT Project Manager:

Bencze Vajta, P.E. - (305) 640-7165 or Bencze.Vajta@dot.state.fl.us

LOCAL GOVERNMENT Project Manager:

Bryan Pegues, City Manager - (305) 466-8910 or peguesb@cityofaventura.com

Exhibit "B"

Financial Summary

Financial Responsibilities of the LOCAL GOVERNMENT

The LOCAL GOVERNMENT shall submit invoices to the DEPARTMENT as described in Section 5 of this Agreement for the work described in Exhibit "A". The following are the maximum participating compensation amounts the DEPARTMENT will make annually for each of these work activities:

- **Litter Pickup:** **\$ 824.00**

- **Mowing, including Edging and Weed Control:** **\$ 2,136.00**

- **Landscape Maintenance/Tree Trimming:** **\$ 9,716.00**

TOTAL ANNUAL PROJECT AMOUNT ELIGIBLE FOR COMPENSATION BY THE DEPARTMENT: \$ 12,676.00.

The LOCAL GOVERNMENT may choose to exceed the required minimum maintenance frequencies for each of the work activities described above at no additional cost to the DEPARTMENT.

Exhibit "D"
LOCAL GOVERNMENT's Resolution

To be herein incorporated once approved by the LOCAL GOVERNMENT Council/Commission.

CITY OF AVENTURA

OFFICE OF THE CITY MANAGER

MEMORANDUM

TO: City Commission

FROM: Bryan Pegues, City Manager *BP*

DATE: January 9, 2026

SUBJECT: **Recommendation to Execute an Agreement for Construction Manager at Risk (CMAR) Services with James B. Pirtle Construction Company, Inc. d/b/a Pirtle Construction Company for the Proposed Aventura High School**

January 13, 2026 City Commission Meeting Agenda

RECOMMENDATION

It is recommended that the City Commission authorize the City Manager to execute an agreement with Pirtle Construction Company for Construction Management at Risk (CMAR) services for the proposed Aventura High School. It is further recommended that the City Commission authorize the City Manager to issue a purchase order for Preconstruction Services in an amount not to exceed \$379,900 under the same agreement.

BACKGROUND

On October 8, 2025, the City Commission adopted Resolution No. 2025-60, authorizing the City Manager to enter into negotiations with the top-ranked proposer. City staff has since negotiated the attached agreement with Pirtle Construction Company.

Preconstruction Services include CMAR support for Schematic Design, Design Development, Construction Documents, Guaranteed Maximum Price (GMP) preparation, and general project activities, in an amount not to exceed \$300,275. Reimbursable services include a tree survey and selective clearing, perimeter fencing and signage, and site security, in an amount not to exceed \$79,625. The total Preconstruction Services amount is \$379,900. Compensation for Construction Phase Services will be established in the GMP Addendum.

CITY OF AVENTURA RESOLUTION NO. 2026-__

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, APPROVING THE AGREEMENT WITH JAMES B. PIRTLE CONSTRUCTION COMPANY, INC. D/B/A PIRTLE CONSTRUCTION COMPANY FOR CONSTRUCTION MANAGEMENT AT RISK (CMAR) SERVICES FOR THE PROPOSED AVENTURA HIGH SCHOOL PURSUANT TO REQUEST FOR QUALIFICATIONS 2025-07; AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER FOR PRECONSTRUCTION SERVICES IN AN AMOUNT NOT TO EXCEED \$379,900; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on October 8, 2025, the City Commission adopted Resolution No. 2025-60, authorizing the City Manager to enter into negotiations with the top-ranked proposer for Construction Management at Risk (CMAR) services for the proposed Aventura High School; and

WHEREAS, City staff has since negotiated the attached agreement with James B. Pirtle Construction Company, Inc. d/b/a Pirtle Construction Company; and

WHEREAS, Preconstruction Services under the agreement include CMAR support for Schematic Design, Design Development, Construction Documents, Guaranteed Maximum Price (GMP) preparation, and general project activities, in an amount not to exceed \$300,275; and

WHEREAS, reimbursable services include a tree survey and selective clearing, perimeter fencing and signage, and site security, in an amount not to exceed \$79,625; and

WHEREAS, the total Preconstruction Services amount is \$379,900, and compensation for Construction Phase Services will be established in the GMP Addendum; and

WHEREAS, the City Commission finds that this Resolution is in the best interest and welfare of the residents of the City.

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

Section 1. That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. That the City Commission hereby authorizes the City Manager to execute an agreement with James B. Pirtle Construction Company, Inc. d/b/a Pirtle

Construction Company for Construction Management at Risk (CMAR) services for the proposed Aventura High School.

Section 3. That the City Commission hereby authorizes the City Manager to issue a purchase order for Preconstruction Services in an amount not to exceed \$379,900 under the same agreement.

Section 4. The City Manager is authorized to take all necessary actions to implement the intent of this Resolution.

Section 5. This Resolution shall become effective immediately upon its adoption.

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

Commissioner Clifford B. Ain	_____
Commissioner Gustavo Blachman	_____
Commissioner Rachel S. Friedland	_____
Commissioner Paul A. Kruss	_____
Commissioner Cindy Orlinsky	_____
Vice Mayor Amit Bloom	_____
Mayor Howard S. Weinberg	_____

PASSED AND ADOPTED this 13^h day of January, 2026.

HOWARD S. WEINBERG, ESQ.
MAYOR

ATTEST:

ELLISA L. HORVATH, MMC
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

ROBERT MEYERS
CITY ATTORNEY
WEISS SEROTA HELFMAN COLE + BIERMAN, P.L.

**AGREEMENT FOR CONSTRUCTION MANAGER AT RISK SERVICES
NEW AVENTURA HIGH SCHOOL**

THIS AGREEMENT FOR CONSTRUCTION (this "Agreement") is made this _____ day of _____, 2026 (the "Effective Date") by and between the **CITY OF AVENTURA, FLORIDA**, a Florida municipal corporation, (the "Owner"), and **JAMES B. PIRTLE CONSTRUCTION COMPANY, INC. D/B/A PIRTLE CONSTRUCTION COMPANY**, a Florida Corporation (the "Construction Manager").

WHEREAS, the Owner desires to construct a new High School Complex, (the "Project"); and

WHEREAS, on October 8, 2025, the City Commission adopted Resolution No. 2025-60, authorizing the City Manager to negotiate and execute a contract with the Contractor for construction of the Project; and

WHEREAS, Contractor has represented to the City that it possesses the necessary qualifications, experience and abilities to perform the Work or the Project, and has agreed to provide the Work on the terms and conditions set forth in this Contract.

NOW, THEREFORE, the parties hereto do hereby agree as follows:

ARTICLE 1

GENERAL PROVISIONS

1.1. RELATIONSHIP OF PARTIES

The Construction Manager accepts the relationship of trust and confidence established with the Owner by this Agreement, and covenants with the Owner to furnish the Construction Manager's reasonable skill and judgment and to cooperate with the Architect/Engineer in furthering the interests of the Owner. The Construction Manager shall furnish construction administration and management services and use the Construction Manager's best efforts to perform the Project in an expeditious and economical manner consistent with the interests of the Owner. The Owner shall endeavor to promote harmony and cooperation among the Owner, Architect/Engineer, Construction Manager and other persons or entities employed by the Owner for the Project.

1.2. GENERAL CONDITIONS

The general conditions of the contract shall be the attached General Conditions of the Construction Agreement, which is incorporated herein by reference. The term "Contractor" as used in the General Conditions shall mean the Construction Manager. The term "Contract Sum" as used in the General Conditions shall mean Guaranteed Maximum Price (GMP).

ARTICLE 2

CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager shall perform the services described in this Article. The services to be provided under Sections 2.1 and 2.2 constitute the Preconstruction services. If the Owner and Construction Manager agree, after consultation with the Architect/Engineer, the Construction Phase may commence before the Preconstruction Phase is completed, in which case both phases will proceed concurrently.

2.1. PRECONSTRUCTION PHASE

- A. **PRELIMINARY EVALUATION.** The Construction Manager shall provide a preliminary evaluation of the Owner's program and Project budget requirements, each in terms of the other.
- B. **CONSULTATION.** The Construction Manager, with the Architect/Engineer, shall jointly schedule and attend regular meetings with the Owner. The Construction Manager shall consult with the Owner and Architect/Engineer regarding site use and improvements and the selection of materials, building systems and equipment. The Construction Manager shall provide recommendations on construction feasibility; actions designed to minimize adverse effects of labor or material shortages; time requirements for procurement, installation and construction completion; and factors related to construction cost, including estimates of alternative designs or materials, preliminary budgets and possible economies.
- C. **PRELIMINARY PROJECT SCHEDULE.** When Project requirements described in Section 3.1.A have been sufficiently identified, the Construction Manager shall prepare, and periodically update, a preliminary Project schedule for the Architect/Engineer's review and the Owner's approval. The Construction Manager shall obtain the Architect/Engineer's approval of the portion of the preliminary Project schedule relating to the performance of the Architect/Engineer's services. The Construction Manager shall coordinate and integrate the preliminary Project schedule with the services and activities of the Owner, Architect/Engineer and Construction Manager. As design proceeds, the preliminary Project schedule shall be updated to indicate proposed activity sequences and durations, milestone dates for receipt and approval of pertinent information, submittal of a Guaranteed Maximum Price (GMP) proposal, preparation and processing of shop drawings and samples, delivery of materials or equipment requiring long-lead-time procurement, Owner's occupancy requirements showing portions of the Project having occupancy priority, and proposed date of Substantial Completion. If preliminary Project schedule updates indicate that previously approved schedules may not be met, the Construction Manager shall make appropriate recommendations to the Owner and Architect/Engineer.
- D. **PHASED CONSTRUCTION.** The Construction Manager shall make recommendations to the Owner and Architect/Engineer regarding the phased issuance of Project Plans and Specifications to facilitate phased construction of the Work, if such phased construction is appropriate for the Project, taking into consideration such factors as economies, time of performance, availability of labor and materials, and provisions for temporary facilities.
- E. **PRELIMINARY COST ESTIMATES.**
 - 1. When the Owner has sufficiently identified the Project requirements and the Architect/Engineer has prepared other basic design criteria, the Construction Manager shall prepare, for the review of the Architect/Engineer and approval of the Owner, a preliminary cost estimate utilizing area, volume or similar conceptual estimating techniques.
 - 2. When schematic design documents have been prepared by the Architect/Engineer and approved by the Owner, the Construction Manager shall prepare, for the review of the Architect/Engineer and approval of the Owner, a more detailed estimate with supporting data. During the preparation of the design development documents, the Construction

Manager shall update and refine this estimate at appropriate intervals agreed to by the Owner, Architect/Engineer and Construction Manager.

3. When design development documents have been prepared by the Architect/Engineer and approved by the Owner, the Construction Manager shall prepare a detailed estimate with supporting data for review by the Architect/Engineer and approval by the Owner. During the preparation of the construction documents, the Construction Manager shall update and refine this estimate at appropriate intervals agreed to by the Owner, Architect/Engineer and Construction Manager.
 4. If any estimate submitted to the Owner exceeds previously approved estimates or the Owner's budget, the Construction Manager shall make appropriate recommendations to the Owner and Architect/Engineer.
- F. **SUBCONTRACTORS AND SUPPLIERS.** The Construction Manager shall seek to develop Subcontractor interest in the Project and shall furnish to the Owner and Architect/Engineer for their information a list of possible Subcontractors, including suppliers who are to furnish materials or equipment fabricated to a special design, from whom proposals will be requested for each principal portion of the Work. The Architect/Engineer will promptly reply in writing to the Construction Manager if the Architect/Engineer or Owner know of any objection to such Subcontractor or supplier. The receipt of such list shall not require the Owner or Architect/Engineer to investigate the qualifications of proposed Subcontractors or suppliers, nor shall it waive the right of the Owner or Architect/Engineer later to object to or reject any proposed Subcontractors or suppliers.
- G. **LONG-LEAD-TIME ITEMS.** The Construction Manager shall recommend to the Owner and Architect/Engineer a schedule for procurement of long-lead-time items which will constitute part of the Work as required to meet the Project schedule. If such long-lead-time items are procured by the Owner, they shall be procured on terms and conditions acceptable to the Construction Manager. Upon the Owner's acceptance of the Construction Manager's GMP proposal, all contracts for such items shall be assigned by the Owner to the Construction Manager, who shall accept responsibility for such items as if procured by the Construction Manager. The Construction Manager shall expedite the delivery of long-lead-time items.
- H. **EXTENT OF RESPONSIBILITY.** The Construction Manager does not warrant or guarantee estimates and schedules except as may be included as part of the GMP. The recommendation and advice of the Construction Manager concerning design alternatives shall be subject to the review and approval of the Owner and the Owner's professional consultants. It is not the Construction Manager's responsibility to ascertain that the Project Plans and Specifications are in accordance with applicable laws, statutes, ordinances, building codes, rules and regulations. However, if the Construction Manager recognizes that portions of the Project Plans and Specifications are at variance therewith, the Construction Manager shall promptly notify the Architect/Engineer and Owner in writing.

2.2. GUARANTEED MAXIMUM PRICE PROPOSAL AND CONTRACT TIME.

- A. **TIMING.** When the Project Plans and Specifications are sufficiently complete, the Construction Manager shall propose a GMP, which shall be the sum of the estimated Cost of the Work and the Contractor's Fee.
- B. **FURTHER DEVELOPMENT OF PROJECT PLANS AND SPECIFICATIONS.** As the Project Plans and Specifications may not be finished at the time the GMP proposal is prepared, the Construction Manager shall provide in the GMP for further development of the Project Plans and Specifications by the Architect/Engineer that is consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, as required, shall be incorporated by Change Order.
- C. **CONTINGENCY.** The estimated Cost of the Work shall include the Construction Manager's contingency, a sum established by the Construction Manager for the Construction Manager's exclusive use to cover costs arising under Section 2.2.B and other costs which are properly reimbursable as Cost of the Work but not the basis for a Change Order.
- D. **BASIS OF GUARANTEED MAXIMUM PRICE.** The Construction Manager shall include with the GMP proposal a written statement of its basis, which shall include:
 - 1. A list of the Project Plans and Specifications, including all addenda thereto and the Conditions of the Contract, which were used in preparation of the GMP proposal.
 - 2. A list of allowances and a statement of their basis.
 - 3. A list of the clarifications and assumptions made by the Construction Manager in the preparation of the GMP proposal to supplement the information contained in the Project Plans and Specifications.
 - 4. The proposed GMP, including a statement of the estimated costs organized by trade categories, allowances, contingency, and other items and the Fee that comprise the GMP.
 - 5. The Date of Substantial Completion upon which the proposed GMP is based, and a schedule of the construction documents issuance dates upon which the date of Substantial Completion is based.
- E. **MEETING OF CONSTRUCTION TEAM.** The Construction Manager shall meet with the Owner and Architect/Engineer to review the GMP proposal and the written statement of its basis. In the event that the Owner or Architect/Engineer discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the GMP proposal, its basis, or both.
- F. **ACCEPTANCE.** Unless the Owner accepts the GMP proposal in writing on or before the date specified in the proposal for such acceptance and so notifies the Construction Manager, the GMP proposal shall not be effective without written acceptance by the Construction Manager.

- G. **NO COSTS IN ADVANCE.** Prior to the Owner's acceptance of the Construction Manager's GMP proposal and issuance of a Notice to Proceed, the Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work, except as the Owner may specifically authorize in writing.
- H. **GMP ADDENDUM.** Upon acceptance by the Owner of the GMP proposal, the GMP and its basis shall be set forth in the GMP Addendum. The GMP shall be subject to additions and deductions by a change in the Work as provided in the Contract Documents, and the Substantial Completion Date shall be subject to adjustment as provided in the Contract Documents.
- I. **REVISIONS TO PROJECT PLANS AND SPECIFICATIONS.** The Owner shall authorize and cause the Architect/Engineer to revise the Project Plans and Specifications to the extent necessary to reflect the agreed-upon assumptions and clarifications contained in the GMP Addendum. Such revised Project Plans and Specifications shall be furnished to the Construction Manager in accordance with schedules agreed to by the Owner, Architect/Engineer and Construction Manager. The Construction Manager shall promptly notify the Architect/Engineer and Owner if such revised Project Plans and Specifications are inconsistent with the agreed-upon assumptions and clarifications.
- J. **TAXES.** The GMP shall include in the Cost of the Work only those taxes which are enacted at the time the GMP is established.
- K. Further efforts to produce tax savings thru direct purchase procedures are addressed in General Conditions, or through subsequent addendum to this agreement.

2.3. CONSTRUCTION PHASE.

A. GENERAL.

- 1. The Construction Phase shall commence on the earlier of:
 - i. the owner's acceptance of the Construction Manager's GMP proposal and issuance of a Notice to Proceed, or
 - ii. the Owner's first authorization to the Construction Manager to:
 - a) award a Subcontract,
 - b) undertake construction Work with the Construction Manager's own forces, or
 - c) issue a purchase order for materials or equipment required for the Work.
- 2. The Construction Phase shall not commence pursuant to "i" and "ii" above until all permits necessary for the Work are received by Contractor.

B. ADMINISTRATION.

- 1. Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under Subcontracts or by other appropriate agreements with the Construction Manager. The Construction Manager shall obtain bids from Subcontractors and from suppliers of materials or equipment fabricated to a special design for the Work from the list previously reviewed and, after analyzing such bids, shall deliver such bids to the Owner and Architect/Engineer. The Owner will then determine, with the advice of the Construction Manager and subject to the reasonable objection of the Architect/Engineer, which bids will

be accepted. The Owner may designate specific persons or entities from whom the Construction Manager shall obtain bids; however, if the GMP has been established, the Owner may not prohibit the Construction Manager from obtaining bids from other qualified bidders. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

2. If the GMP has been established, and a specific bidder among those whose bids are delivered by the Construction Manager to the Owner and Architect/Engineer (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid which conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then a Change Order shall be issued to adjust the Contract Time and the GMP by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the Subcontract or other agreement actually signed with the person or entity designated by the Owner.
3. Subcontracts and agreements with suppliers furnishing materials or equipment fabricated to a special design shall conform to the payment provisions of Sections 7.1.H and 7.1.I and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner.
4. The Construction Manager shall schedule and conduct a meeting at which the Owner, Architect/Engineer, Construction Manager and appropriate Subcontractors can discuss the status of the Work. The Construction Manager shall prepare and promptly distribute meeting minutes.
5. Promptly after the Owner's acceptance of the GMP proposal, the Construction Manager shall prepare a schedule in accordance with Section 2.3 of the General Conditions, including the Owner's occupancy requirements.
6. The Construction Manager shall provide monthly written reports to the Owner and Architect/Engineer on the progress of the entire Work. The Construction Manager shall maintain a daily log containing a record of weather, Subcontractors working on the Project Site, number of workers, Work accomplished, problems encountered and other similar relevant data as the Owner may reasonably require. The log shall be available to the Owner and Architect/Engineer.
7. The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect/Engineer at regular intervals.

2.4. PROFESSIONAL SERVICES.

Sections 2.1 and 2.2 of the General Conditions shall apply to both the Preconstruction and Construction Phases.

2.5. HAZARDOUS MATERIALS.

Sections 2.4.U and 5.5 of the General Conditions shall apply to both the Preconstruction and Construction Phases.

ARTICLE 3

OWNER'S RESPONSIBILITIES

3.1. INFORMATION AND SERVICES.

- A. GENERAL INFORMATION. The Owner shall provide full information in a timely manner regarding the requirements of the Project, including a program which sets forth the Owner's objectives, constraints and criteria, including space requirements and relationships, flexibility and expandability requirements, special equipment and systems, and site requirements.
- B. BUDGET. The Owner shall establish and update an overall budget for the Project, based on consultation with the Construction Manager and Architect/Engineer, which shall include contingencies for changes in the Work and other costs which are the responsibility of the Owner.
- C. STRUCTURAL AND ENVIRONMENTAL TESTS, SURVEYS AND REPORTS. In the Preconstruction Phase, the Owner shall furnish the following with reasonable promptness and at the Owner's expense. Except to the extent that the Construction Manager knows of any inaccuracy, the Construction Manager shall be entitled to rely upon the accuracy of any such information, reports, surveys, drawings and tests described in subsections 1 through 5, below, but shall exercise customary precautions relating to the performance of the Work.
 - 1. Reports, surveys, drawings and tests concerning the conditions of the Project Site which are required by law.
 - 2. Surveys describing physical characteristics, legal limitations and utility locations for the Project Site, and a written legal description of the Project Site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the Project Site; locations, dimensions and necessary data pertaining to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All information on the survey shall be referenced to a Project benchmark.
 - 3. The services of a geotechnical engineer when such services are requested by the Construction Manager. Such services may include but are not limited to test borings, test pits, determinations of soil bearing values, percolations tests, evaluations of hazardous materials, ground corrosion and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate professional recommendations.

4. Structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections and reports which are required by law.
5. The services of other consultants when such services are reasonably required by the scope of the Project and are requested by the Construction Manager.

3.2. OWNER'S DESIGNATED REPRESENTATIVE.

The Owner shall designate in writing its Owner's Project Representative who shall have authority to perform those duties set forth in Section 7.8 of the General Conditions. The Owner's Project Representative shall render decisions promptly and furnish information expeditiously, to avoid unreasonable delay in the services or Work of the Construction Manager.

3.3. ARCHITECT/ENGINEER.

The Owner shall retain an Architect/Engineer to provide basic services, including normal structural, mechanical and electrical engineering services, other than cost estimating services, described in Article VI of the General Conditions. The Owner shall authorize and cause the Architect/Engineer to provide those additional services requested by the Construction Manager which must necessarily be provided by the Architect/Engineer for the Preconstruction and Construction Phases of the Work. Such services shall be provided in accordance with time schedules agreed to by the Owner, Architect/Engineer and Construction Manager. Upon request of the Construction Manager, the Owner shall furnish to the Construction Manager a copy of the Owner's Agreement with the Architect/Engineer.

3.4. LEGAL REQUIREMENTS.

The Owner shall determine and advise the Architect/Engineer and Construction Manager of any special legal requirements relating specifically to the Project which differ from those generally applicable to construction in the jurisdiction of the Project. The Owner shall furnish such legal services as are necessary to provide the information and services required under Section 3.1.

ARTICLE 4

COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION SERVICES

The Owner shall compensate and make payments to the Construction Manager for Preconstruction Services as follows:

4.1. COMPENSATION.

- A. PRECONSTRUCTION SERVICES. For the Preconstruction Services described in Section 2.1, the Construction Manager's compensation shall be calculated as follows:

A fixed FEE of \$300,275 which will ultimately be included in the Guaranteed Maximum Price (GMP).

A reimbursable FEE of \$79,625, which will ultimately be included in the Guaranteed Maximum Price (GMP).

- B. ADJUSTMENT. Compensation for Preconstruction Services shall be equitably adjusted if such services modified from one hundred fifty (150) days from the date of this Agreement or if the originally contemplated scope of services is significantly modified or materially changed in duration.
- C. PERSONNEL EXPENSE. If compensation is based on a multiple of Direct Personnel Expense, "Direct Personnel Expense" shall mean the direct salaries of the Construction Manager's personnel engaged in the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.

4.2. PAYMENTS.

- A. TIMING. Subject to the requirements of Article III of the General Conditions, payments for Preconstruction Services shall be made monthly following presentation of the Construction Manager's invoice and, where applicable, shall be in proportion to services performed.
- B. DUE DATES. Payments shall be made by Owner in accordance with the requirements of Section 218.735, Florida Statutes.

ARTICLE 5

COMPENSATION FOR CONSTRUCTION PHASE SERVICES

The Owner shall compensate the Construction Manager for Construction Phase services as follows:

5.1. COMPENSATION.

For the Construction Manager's performance of the Work as described in Section 2.3, the Owner shall pay the Construction Manager in current funds the Contract Sum consisting of the Cost of the Work as defined in Article 6 and the Construction Manager's Fee determined as follows:

A Not to Exceed (NTE) amount including a FEE of ____% (to be determined with GMP Addendum) of the Cost of the Work (COW).

5.2. GUARANTEED MAXIMUM PRICE.

The sum of the Cost of the Work and the Construction Manager's Fee are guaranteed by the Construction Manager not to exceed the amount provided as the GMP in the GMP Addendum, subject to additions and deductions by changes in the Work as provided in the Contract Documents. Such maximum sum as adjusted by approved changes in the Work is referred to in the Contract Documents as the GMP. Costs not expressly addressed in contract Change Orders (CO) which would cause the GMP to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

5.3. CHANGES IN THE WORK

- A. ADJUSTMENTS TO GMP. Adjustments to the GMP on account of changes in the Work subsequent to the execution of the GMP Addendum may be determined by any of the methods listed in Article V of the General Conditions.

- B. "COST". In calculating adjustments to Subcontracts (except those awarded with the Owner's prior consent on the basis of cost plus a fee), the Owner and Construction Manager shall proceed in accordance with Section 5.6 of the General Conditions. Adjustments to subcontracts awarded with the Owner's prior consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts. In calculating adjustments to the Agreement, the terms "cost" and "costs" as used in the above-referenced General Conditions shall mean the Cost of the Work as defined in Article 6 of this Agreement.
- C. CONSTRUCTION MANAGER'S FEE. If no specific provision is made in Section 5.1 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such that, in the aggregate, the application of the adjustment provisions of Section 5.1 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the basis of the Fee established for the original Work.

ARTICLE 6

COST OF THE WORK FOR CONSTRUCTION PHASE

6.1. COSTS TO BE REIMBURSED

- A. COST OF WORK. The term "Cost of the Work" shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. Such costs shall be at rates not higher than those customarily paid at the place of the Project except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in this Article 6.
- B. LABOR COSTS.
 - 1. Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the Project Site or, with the Owner's written approval, at off-site workshops.

<u>Classification</u>	<u>Hourly Billing Rate</u>
(to be determined with a GMP Addendum)	

- 2. Wages or salaries of the Construction Manager's supervisory and administrative personnel in the Preconstruction Phase, with the Owner's prior written approval.

<u>Classification</u>	<u>Hourly Billing Rate</u>
Project Executive	\$165.00
Preconstruction Manager	\$130.00
Estimator	\$100.00
Project Manager	\$125.00
Superintendent	\$125.00

(additional wages or salaries of the Construction Manager's supervisory and administrative personnel in the Construction Phase will be determined with a GMP Addendum)

3. Wages or salaries of the Construction Manager's supervisory or administrative personnel engaged, at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.
 4. Costs paid or incurred by the Construction Manager for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements, and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided that such costs are based on wages and salaries included in the Cost of the Work under Sections 6.1.B.1 through 6.1.B.3.
- C. SUBCONTRACT COSTS. Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the Subcontracts.
- D. COSTS OF MATERIALS AND EQUIPMENT INCORPORATED IN THE COMPLETED CONSTRUCTION.
1. Costs, including transportation, of materials and equipment incorporated or to be incorporated in the completed construction.
 2. Costs of materials described in the preceding Section 6.1.D.1 in excess of those actually installed but required to provide reasonable allowance for waste and for spoilage. Unused excess materials, if any, shall be handed over to the Owner at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager; amounts realized, if any, from such sales shall be credited to the Owner as a deduction from the Cost of the Work.
- E. COSTS OF OTHER MATERIALS AND EQUIPMENT, TEMPORARY FACILITIES AND RELATED ITEMS.
1. Costs, including transportation, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment, and hand tools not customarily owned by the construction workers, which are provided by the Construction Manager at the Project Site and fully consumed in the performance of the Work; and cost less salvage value on such items if not fully consumed, whether sold to others or retained by the Construction Manager. Cost for items previously used by the Construction Manager shall mean fair market value.
 2. Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by the construction workers, which are provided by the Construction Manager at the Project Site, whether rented from the Construction Manager or others, and costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof. Rates and quantities of equipment rented shall be subject to the Owner's prior approval. The total rental cost of any item may not exceed the purchase price of any comparable item. In the event that rental cost equals or exceeds purchase cost residual value of said equipment will accrue to Owner.

3. Costs of removal of debris from the Project Site, including proper and legal disposal of same.
4. Reproduction costs, costs of telegrams, facsimile transmissions and long- distance telephone calls, postage and express delivery charges, telephone at the Project Site and reasonable petty cash expenses of the Project Site office established at a set % rate of the GMP.
5. That portion of the reasonable travel and subsistence expenses of the Construction Manager's personnel incurred while traveling in discharge of duties connected with the Work only for travel outside of the adjacent four (4) county area to the project.

F. MISCELLANEOUS COSTS.

1. That portion directly attributable to this Agreement of premiums for insurance and bonds.
2. Sales, use or similar taxes imposed by a governmental authority which are related to the Work and for which the Construction Manager is liable.
3. Fees and assessments for the building permit and for other permits, licenses and inspections for which the Construction Manager is required by the Contract Documents to pay.
4. Fees of testing laboratories for tests required by the Contract Documents, except those related to nonconforming Work other than that for which payment is permitted by Section 6.1.G.2, reproduction costs, costs of telegrams, facsimile transmissions and long-distance telephone calls, postage and express delivery charges, telephone at the Project Site and reasonable petty cash expenses of the Project Site office. Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents.
5. Costs for communications services, electronic equipment and software, directly related to the Work and located at the Project Site, with the Owner's prior written approval.
6. Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility to the Owner set forth in this Agreement.
7. Expenses incurred in accordance with Construction Manager's standard personnel policy for relocation and temporary living allowances of personnel required for the Work, in case it is necessary to relocate such personnel from distant locations, with the Owner's prior written approval.
8. Other costs incurred in the performance of the Work if and to the extent approved in advance in writing by the Owner.

G. EMERGENCIES AND REPAIRS TO DAMAGED OR NONCONFORMING WORK. The Cost of the Work shall also include costs described in Section 6.1.A which are incurred by the Construction Manager:

1. In acting to prevent threatened damage, injury or loss in case of emergency affecting the safety of persons and property, as provided in Section 2.4.P of the General Conditions.
2. In repairing or correcting damaged or nonconforming Work resulting from causes normally attributed to Act of God previously executed by the Construction Manager or the Construction Manager's Subcontractors or suppliers, provided that such damage or nonconforming Work was not caused by the negligence or failure to fulfill a specific responsibility to the Owner set forth in this Agreement or by the Construction Manager's foremen, engineers or superintendents, or other supervisory, administrative or managerial personnel of the Construction Manager, or by the failure of the Construction Manager's personnel to supervise adequately the Work of the Subcontractors or suppliers, and only to the extent that the cost of repair or correction is not recoverable by the Construction Manager from insurance, sureties, Subcontractors, suppliers or others.

H. COSTS TO BE INCLUDED. The costs described in Sections 6.1.A through 6.1.G shall be included in the Cost of the Work notwithstanding any provisions of the General Conditions which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 6.2.

6.2. COSTS NOT TO BE REIMBURSED.

The Cost of the Work shall not include:

1. Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the Project Site office, except as specifically provided in Sections 6.1.B.2 and 6.1.B.3.
2. Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior written approval.
3. Expenses of the Construction Manager's principal office and offices other than the Project Site office, except as specifically provided in Section 6.1.
4. Overhead and general expenses, except as may be expressly included in Section 6.1.
5. The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work.
6. Rental costs of machinery and equipment, except as specifically provided in Section 6.1.E.2.
7. Costs due to the negligence of the Construction Manager or to the failure of the Construction Manager to fulfill a specific responsibility to the Owner set forth in this Agreement.

8. Costs incurred in the performance of Preconstruction Services.
9. Except as provided in Section 6.1.F.10, any cost not specifically and expressly described in Section 6.1.
10. Costs which would cause the GMP to be exceeded.

6.3. DISCOUNTS, REBATES AND REFUNDS

- A. ACCRUAL TO OWNER. Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included them in an Application for Payment and received payment therefor from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be secured.
- B. DEDUCTION FROM COST OF WORK. Amounts which accrue to the Owner in accordance with the provisions of Section 6.3.A shall be credited to the Owner as a deduction from the Cost of the Work.

6.4. ACCOUNTING RECORDS.

The Construction Manager shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management, in order to substantiate all costs incurred under this Agreement. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's accountants or other Owner-authorized personnel shall be afforded access to the Construction Manager's records, books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and all other data relating to this Project, and the Construction Manager shall preserve these for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 7

CONSTRUCTION PHASE

7.1. PROGRESS PAYMENTS.

- A. PROGRESS PAYMENTS. Subject to the requirements of Article III of the General Conditions, based upon Applications for Payment submitted to the Architect/Engineer by the Construction Manager and Certificates for Payment issued by the Architect/Engineer, the Owner shall make progress payments on account of the GMP to the Construction Manager as provided below and elsewhere in the Contract Documents.
- B. PERIOD COVERED. The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.
- C. DATE OF PAYMENT. Payments shall be made by Owner in accordance with the requirements of Section 218.735, Florida Statutes.

- D. SUPPORTING DOCUMENTATION. With each Application for Payment, the Construction Manager shall submit the following:
1. Subcontractor invoices to demonstrate actual cost from subcontractors in accordance with 6.1.C.
 2. Supplier and vendor invoices to demonstrate actual cost from suppliers and vendors in accordance with 6.1.D.
 3. Labor costs (6.1.B), temporary facilities (6.1.E) and miscellaneous costs (6.1.F) shall be a lump sum, not subject to documentation, and shall be billed as a percentage ratio consistent with the subcontract costs (6.1.C).
- E. SCHEDULE OF VALUES. Each Application for Payment shall be based upon the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire GMP among the various portions of the Work, except that the Construction Manager's Fee shall be shown as a single separate item. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect/Engineer may require. This schedule, unless objected to by the Architect/Engineer, shall be used as a basis for reviewing the Construction Manager's Application for Payment.
- F. Applications for Payment shall show the percentage completion of each portion of the Work as of the end of the period covered by the Application for Payment.
- G. COMPUTATION. Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
1. Take that portion of the GMP properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the GMP allocated to that portion of the Work in the schedule of values.
 2. Add that portion of the GMP properly allocable to materials and equipment delivered and suitably stored at the Project Site for subsequent incorporation in the Work or, if approved in advance by the Owner, suitably stored off the Project Site at a location agreed upon in writing, supported by paid receipts, bills of sale, certificates of insurance, all material will be stored in bonded warehouses or yards.
 3. Add the Construction Manager's Fee, less retainage of five percent (5%) on the cost of work in accordance with Section 255.078, Florida Statutes. The Construction Manager's Fee shall be computed upon the Cost of the Work described in the two preceding Sections at the rate stated in Section 5.1. or, if the Construction Manager's Fee is stated as a fixed sum in that Section, shall be an amount which bears the same ratio to that fixed-sum Construction Manager's Fee as the Cost of the Work in the two preceding Sections bears to a reasonable estimate of the probable Cost of the Work upon its completion.
 4. Subtract the aggregate of previous payments made by the Owner.

5. Subtract the shortfall, if any, indicated by the Construction Manager in the documentation required by Section 7.1.D to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner in such documentation.
 6. Subtract amounts, if any, for which the Architect/Engineer has withheld or nullified a Certificate for Payment as provided in Section 3.3.C of the General Conditions.
- H. **SUBCONTRACTOR RETAINAGE.** Except with the Owner's prior approval, payments to Subcontractors shall be subject to retention of not less than five percent (5%). The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments and retention for Subcontracts.
- I. **NO ADVANCE PAYMENTS.** Except with the Owner's prior approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the Project Site or suitable warehouse / yard.
- J. **RELIANCE ON INFORMATION.** In taking action on the Construction Manager's Applications for Payment, the Architect/Engineer shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager and shall not be deemed to represent that the Architect/Engineer has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 7.1.D or other supporting data, that the Architect/Engineer has made exhaustive or continuous on-site inspections or that the Architect/Engineer has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner acting in the sole interest of the Owner.

7.2. FINAL PAYMENT.

- A. **CONDITIONS OF FINAL PAYMENT.** Final payment shall be made by the Owner to the Construction Manager when (1) the Agreement has been fully performed by the Construction Manager except for the Construction Manager's responsibility to correct nonconforming Work, as provided in Section 2.4.C of the General Conditions, and to satisfy other requirements, if any, which necessarily survive final payment; (2) a final Application for Payment and a final accounting for the Cost of the Work have been submitted by the Construction Manager and reviewed by the Owner; and (3) a final Certificate for Payment has then been issued by the Architect/Engineer; such final payment shall be made by the Owner not more than thirty (30) days after the issuance of the Architect/Engineer's final Certificate for Payment, or as follows:
- B. **CALCULATION.** The amount of the final payment shall be calculated as follows:
1. Take the sum of the Cost of the Work substantiated by the Construction Manager's final accounting and the Construction Manager's Fee, but not more than the GMP.
 2. Subtract amounts, if any, for which the Architect/Engineer withholds, in whole or in part, a final Certificate for Payment as provided in Section 2.4.C of the General Conditions or other provisions of the Contract Documents.

3. Subtract the aggregate of previous payments made by the Owner.

If the aggregate of previous payments made by the Owner exceeds the amount due the Construction Manager, the Construction Manager shall reimburse the difference to the Owner. Failing reimbursement by the Construction Manager and notwithstanding any other provisions of the Contract Documents to the contrary, Owner shall have the right to bring a direct action in the Circuit Court to recover such overpayment.

- C. **REVIEW.** The Owner's fiscal staff will review and report in writing on the Construction Manager's final accounting within thirty (30) days after delivery of the final accounting to the Architect/Engineer by the Construction Manager. Based upon such Cost of the Work as the Owner's fiscal staff report to be substantiated by the Construction Manager's final accounting, and provided the other conditions of Section 7.2.A have been met, the Architect/Engineer will, within seven days after receipt of the written report of the Owner's fiscal staff, either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager or notify the Construction Manager and Owner in writing of the Architect/Engineer's reasons for withholding a certificate as provided in Section 3.5.C of the General Conditions.
- D. **ISSUANCE.** If the Owner's fiscal staff report the Cost of the Work as substantiated by the Construction Manager's final accounting to be less than claimed by the Construction Manager, the Construction Manager shall be entitled to proceed in accordance with Article VIII of the General Conditions without a further decision of the Architect/Engineer. A demand shall be made by the Construction Manager within fifteen (15) days after the Construction Manager's receipt of a copy of the Architect/Engineer's final Certificate for Payment. Failure to make such demand within this 15-day period shall result in the substantiated amount reported by the Owner's fiscal staff becoming final and binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect/Engineer's final Certificate for Payment.
- E. **ADDITIONAL REIMBURSEMENTS.** If, after final payment and at the Owner's request, the Construction Manager incurs costs described in Section 6.1 and not excluded by Section 6.2, (1) to correct nonconforming Work or (2) arising from the resolution of disputes, the Owner shall reimburse the Construction Manager such costs and the Construction Manager's Fee, if any, related thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the GMP. If the Construction Manager has participated in savings, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Construction Manager.

ARTICLE 8

INSURANCE AND BONDS

8.1. INSURANCE.

If and to the extent required by the RFQ documents, the Construction Manager shall furnish insurance coverage for (but not necessarily limited to) workers' compensation, commercial general liability, auto liability, excess liability, and builder's risk. The Construction Manager shall furnish to the Owner all appropriate policies and Certificate(s) of Insurance.

8.2. PAYMENT AND PERFORMANCE BOND.

- A. **BOND REQUIRED.** The Construction Manager shall post a Payment and Performance Bond in the amount of the GMP, in a form approved by the Owner. In addition, pursuant to Florida Statutes § 255.05(1)(b), Florida Statutes, the Construction Manager shall be responsible and bear all costs associated to record the Payment and Performance Bond with the Miami-Dade County Clerk of Courts.
- B. **DELIVERY.** The Construction Manager shall deliver the required bond to the Owner, along with a certified copy of filing, within ten (10) days after the Owner provides approval of the GMP Addendum.

ARTICLE 9

MISCELLANEOUS PROVISIONS

9.1. DISPUTE RESOLUTION.

During both the Preconstruction and Construction Phases, claims, disputes or other matters in question between the parties to this Agreement shall be resolved as provided in Article VIII of the General Conditions.

9.2. OTHER PROVISIONS.

Unless otherwise noted, the terms used in this Agreement shall have the same meaning as those in the General Conditions.

9.3. EXTENT OF CONTRACT.

This Agreement and the other documents incorporated herein by reference, represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Construction Manager. Except as provided in Section 9.13 below, if anything in any document incorporated into this Agreement is inconsistent with this Agreement, this Agreement shall govern.

9.4. OWNERSHIP AND USE OF DOCUMENTS.

Section 10.4 of the General Conditions shall apply to both the Preconstruction and Construction Phases.

9.5. GOVERNING LAW; VENUE.

This Agreement shall be governed by the laws of the State of Florida. Venue for any petition for writ of certiorari or other court action allowed by this Agreement shall be in the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida.

9.6. ASSIGNMENT.

The Owner and Construction Manager respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Contract Documents. Neither party to the Agreement shall assign the Agreement as a whole without

written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Agreement.

9.7. SUBSTANTIAL COMPLETION DEFINED.

Substantial Completion shall be defined as provided in Article I of the General Conditions. In the event a temporary certificate of occupancy or completion is issued establishing Substantial Completion, the Construction Manager shall diligently pursue the issuance of a permanent certificate of occupancy or completion.

9.8. PROJECT MEETINGS.

During the Construction Phase, there shall be project meetings, at the jobsite or other location acceptable to the parties, on a regularly scheduled basis. The meetings will be attended by a representative of the Construction Manager, Architect/Engineer and Owner. These representatives shall be authorized to make decisions that are not otherwise contrary to the requirements of this Agreement.

9.9. WEATHER.

During the Construction Phase, any rainfall impacting greater than fifty (50) percent of planned daily activities, temperatures below 32 degrees Fahrenheit or winds greater than 35 m.p.h. which actually prevents Work on a given day, shall be considered lost time and an additional day added to the Contract Time, provided no work could be done on site, and provided written notice has been submitted to the Owner by the Construction Manager documenting same.

9.10. SHOP DRAWINGS; CRITICAL SUBMITTALS.

In consideration of the impact of timely review of submittals and shop drawings on the overall progress of the Work, it is hereby agreed that the Owner shall cause his agents and design professionals to accomplish the review of any particular "critical" submittals in seven (7) days and/or shop drawings and return same to the Construction Manager within fourteen (14) days.

9.11. PUNCH LIST.

Within 30 days after obtainment of Substantial Completion, the Construction Manager shall generate a "punch list" of all work items requiring remedial attention by the Construction Manager. Within 5 days thereafter the Architect/Engineer shall assign a fair value to the punch list items, which sum shall be deducted from the next scheduled progress payment to the Construction Manager. Upon satisfactory completion of the punch list items, as certified by the Architect/Engineer, the previously deducted sum shall be paid to the Construction Manager.

9.12. CLOSEOUT DOCUMENTATION.

Within 30 days after obtainment of Substantial Completion and before final payment, Construction Manager shall gather and deliver to Owner all warranty documentation, all manufacturer's product and warranty literature, all manuals (including parts and technical manuals), all schematics and handbooks, and all as-built drawings.

9.13. GOVERNING PROVISIONS; CONFLICTS.

In the event of a conflict between this Agreement and the Specifications or as between the General Conditions and the Specifications, the Specifications shall govern.

9.14. E-VERIFY.

The Construction Manager's employment of unauthorized aliens is a violation of Section 274(e) of the Federal Immigration and Employment Act. The Construction Manager shall utilize the U.S. Department of Homeland Security E-Verify system to verify the employment eligibility of all new employees hired during the term of this Agreement, and shall require the same verification procedure of all Subcontractors.

9.15. INDEPENDENT CONTRACTOR.

The Construction Manager acknowledges that it is functioning as an independent contractor in performing under the terms of this Agreement, and it is not acting as an employee of the Owner.

9.16. WAIVERS.

Neither this Agreement nor any portion of it may be modified or waived orally. However, each party (through its governing body or properly authorized officer) shall have the right, but not the obligation, to waive, on a case-by-case basis, any right or condition herein reserved or intended for the benefit or protection of such party without being deemed or considered to have waived such right or condition for any other case, situation, or circumstance and without being deemed or considered to have waived any other right or condition. No such waiver shall be effective unless made in writing with an express and specific statement of the intent of such governing body or officer to provide such waiver.

9.17. VALIDITY.

Each of the Owner and Construction Manager represents and warrants to the other its respective authority to enter into this Agreement.

9.18. COVENANT TO DEFEND.

Neither the validity of this Agreement nor the validity of any portion hereof may be challenged by any party hereto, and each party hereto hereby waives any right to initiate any such challenge. Furthermore, if this Agreement or any portion hereof is challenged by a third party in any judicial, administrative, or appellate proceeding (each party hereby covenanting with the other party not to initiate, encourage, foster, promote, cooperate with, or acquiesce to such challenge), the parties hereto collectively and individually agree, at their individual sole cost and expense, to defend in good faith its validity through a final judicial determination or other resolution, unless all parties mutually agree in writing not to defend such challenge or not to appeal any decision invalidating this Agreement or any portion thereof.

9.19. DISCLAIMER OF THIRD-PARTY BENEFICIARIES; SUCCESSORS AND ASSIGNS.

This Agreement is solely for the benefit of the parties hereto, and no right, privilege, or cause of action shall by reason hereof accrue upon, to, or for the benefit of any third party. Nothing in this Agreement is intended or shall be construed to confer upon or give any person, corporation, partnership, trust, private entity, agency, or other governmental entity any right, privilege, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof. This Agreement shall be binding upon, and its benefits and advantages shall inure to, the successors and assigns of the parties hereto.

9.20. HEADINGS AND CAPTIONS.

The headings and captions of articles, sections, and paragraphs used this Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or be taken into consideration in interpreting this Agreement.

9.21. LEGAL REFERENCES.

All references to statutory sections or chapters shall be construed to include subsequent amendments to such provisions, and to refer to the successor provision of any such provision. References to “applicable law” and “general law” shall be construed to include provisions of local, state and federal law, whether established by legislative action, administrative rule or regulation, or judicial decision.

9.22. SEVERABILITY.

The provisions of this Agreement are declared by the parties hereto to be severable. In the event any term or provision of this Agreement shall be held invalid by a court of competent jurisdiction, such invalid term or provision should not affect the validity of any other term or provision hereof; and all such terms and provisions hereof shall be enforceable to the fullest extent permitted by law as if such invalid term or provision had never been part of this Agreement; provided, however, if any term or provision of this Agreement is held to be invalid due to the scope or extent thereof, then, to the extent permitted by law, such term or provision shall be automatically deemed modified in order that it may be enforced to the maximum scope and extent permitted by law.

9.23. ATTORNEY’S FEES AND COSTS.

In any claim dispute procedure or litigation arising from this Agreement, each party hereto shall be solely responsible for paying its attorney’s fees and costs regardless of the outcome of any such procedure or litigation.

9.24. NOTICES.

All notices, comments, consents, objections, approvals, waivers, and elections under this Agreement shall be in writing and shall be given only by hand delivery for which a receipt is obtained, or certified mail, prepaid with confirmation of delivery requested, or by electronic mail with delivery confirmation. All such communications shall be addressed to the applicable addressees set forth below or as any party may otherwise designate in the manner prescribed herein.

To the Owner: City of Aventura Government
Attn: City Manager
19200 W Country Club Drive
Aventura, FL 33180
Email: peguesb@cityofaventura.com

With a copy to: Weiss Serota Helfman Cole & Bierman, P.L.
Attn: Robert Meyers
2255 Glades Road, Suite 200E
Boca Raton, FL 33431
Email: rmeyers@wsh-law.com

To the Construction Manager: James B. Pirtle Construction Co., Inc.
dba Pirtle Construction Company
Attn: Michael Geary
500 W. Cypress Creek Rd, Suite 100
Fort Lauderdale, FL 33309
Email: mike@pirtleconstruction.com

Notices, comments, consents, objections, approvals, waivers and elections shall be deemed given when received by the party for whom such communication is intended at such address herein specified, or such other physical address or email address as such party may have substituted by notice to the other.

9.25. PUBLIC RECORDS LAW.

The Construction Manager shall comply with the Florida Public Records Act (Chapter 119, Florida Statutes), and shall:

- A. Keep and maintain public records required by the Owner to perform the services called for in this Agreement.
- B. Upon request from the Owner's custodian of public records, provide the Owner with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the Construction Manager does not transfer the records to the Owner.
- D. Upon completion of this Agreement, transfer, at no cost, to the Owner all public records in possession of the Construction Manager or keep and maintain such public records. If the Construction Manager transfers all public records to the Owner upon completion of the Agreement, the Construction Manager shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Construction Manager keeps and maintains public records upon completion of the Agreement, the Construction Manager shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Owner, upon request from the Owner's custodian of public records, in a format that is compatible with the information technology systems of the Owner.

Notice Pursuant to Section 119.0701(2)(a), Florida Statutes. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: ELLISA L. HORVATH, MMC, CITY CLERK, 19200 WEST COUNTRY CLUB DRIVE, AVENTURA, FLORIDA 33180, 305-466-8901, HORVATHE@CITYOFAVENTURA.COM.

9.26. ANTI-HUMAN TRAFFICKING.

Construction Manager shall provide the City with a sworn affidavit signed by an officer or a representative of Construction Manager under penalty of perjury attesting that Construction Manager does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes.

ARTICLE 10

TERMINATION OR SUSPENSION

10.1. TERMINATION PRIOR TO ESTABLISHING GUARANTEED MAXIMUM PRICE.

- A. **RIGHT OF TERMINATION.** Prior to execution by both parties of the GMP Addendum, the Owner may terminate this Agreement at any time with or without cause pursuant to Sections 14.1 and 14.2 of the General Conditions, and the Construction Manager may terminate this Agreement for any of the reasons described in Section 14.6 of the General Conditions.
- B. **COMPENSATION FOR PRECONSTRUCTION SERVICES.** If the Owner or Construction Manager terminates this Contract pursuant to this Section 10.1 prior to commencement of the Construction Phase, the Construction Manager shall be equitably compensated for Preconstruction Services performed prior to receipt of notice of termination; provided, however, that the compensation for such services shall not exceed the compensation set forth in Section 4.1.A.
- C. **ADDITIONAL COMPENSATION FOR CONSTRUCTION SERVICES.** If the Owner or Construction Manager terminates this Agreement pursuant to this Section 10.1 after commencement of the Construction Phase, the Construction Manager shall, in addition to the compensation provided in Section 10.1.B, be paid an amount calculated as follows:
1. Take the Cost of the Work incurred by the Construction Manager.
 2. Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount which bears the same ratio to that fixed-sum Fee as to Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion.
 3. Subtract the aggregate of previous payments made by the Owner on account of the Construction Phase.

The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager which the Owner elects to retain and which is not otherwise included in the Cost of the Work under Section 10.1.C.1. To the extent that the Owner elects to take legal assignment of Subcontracts and purchase orders (including rental agreements), the Construction Manager shall as a condition of receiving the payments referred to in this Article 10, execute and deliver all such papers and take all such steps, including the legal assignment of such Subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such Subcontracts or purchase orders.

Subcontracts, purchase orders and rental agreements entered into by the Construction Manager with the Owner's written approval prior to the execution of the GMP Addendum shall contain provisions permitting assignment to the Owner as described above. If the Owner accepts such assignment, the Owner shall reimburse or indemnify the Construction Manager with respect to all costs arising under the Subcontract, purchase order or rental agreement except those which would not have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner elects not to accept the assignment of any Subcontract, purchase order or rental agreement which would have constituted a Cost of the Work had this Agreement not been terminated, the Construction Manager shall terminate such Subcontract, purchase order or rental agreement and the Owner shall pay the

Construction Manager the costs necessarily incurred by the Construction Manager by reason of such termination.

10.2. TERMINATION AFTER ESTABLISHING GUARANTEED MAXIMUM PRICE.

After execution by both parties of the GMP Addendum, the Agreement may be terminated as provided in Article 14 of the General Conditions.

- A. **LIMITATION ON PAYMENT; TERMINATION BY OWNER.** In the event of such termination by the Owner, the amount payable to the Construction Manager pursuant to Section 14.2 of the General Conditions shall not exceed the amount the Construction Manager would have been entitled to receive pursuant to Sections 10.1.B and 10.1.C of this Agreement.

- B. **LIMITATION ON PAYMENT; TERMINATION BY CONSTRUCTION MANAGER.** In the event of such termination by the Construction Manager, the amount to be paid to the Construction Manager under Section 14.6 of the General Conditions shall not exceed the amount the Construction Manager would have been entitled to receive pursuant to Sections 10.1.B and 10.1.C above, except that the Construction Manager's Fee shall be calculated as if the Work had been fully completed by the Construction Manager, including a reasonable estimate of the Cost of the Work for Work not actually completed.

10.3. SUSPENSION.

The Work may be suspended by the Owner as provided in Section 14.3 of the General Conditions. In such case, the term "Contract Sum" in that Section shall be understood to mean Cost of the Work.

[Remainder of page intentionally left blank. Signature pages follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year as first stated above.

CITY OF AVENTURA

By: _____
Bryan Pegues
City Manager

Attest:

By: _____
Ellisa L. Horvath, MMC
City Clerk

Approved as to legal form:

By: _____
City Attorney

CONSTRUCTION MANAGER

By: _____

Printed Name: _____

Title: _____

Date: _____

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ARTICLE I DEFINITIONS

1.1. Definitions.

For purposes of the Contract Documents, the following terms shall have the following meanings.

- A. Acceptance: The acceptance of the Project into the Owner's operating public infrastructure.
- B. Application for Payment: The form approved and accepted by the Owner, which is to be used by Contractor in requesting progress payments or final payment and which is to include such supporting documentation as is required by the Contract Documents.
- C. Architect/Engineer: Currie Sowards Aguila Architects, Inc., a Florida corporation, registered and licensed to do business in the State of Florida.
- D. Change Order: A written order signed by the Owner, the Architect/Engineer and the Contractor authorizing a change in the Project Plans and/or Specifications and, if necessary, a corresponding adjustment in the Contract Sum and/or Contract Time, pursuant to Article V.
- E. Construction Services: The Construction Services to be provided by Contractor pursuant to Section 2.4, in accordance with the terms and provisions of the Contract Documents.
- F. Construction Team: The working team established pursuant to Section 2.1.B.
- G. Contract Sum: The total compensation to be paid to the Contractor for Construction Services rendered pursuant to the Contract Documents, as set forth in Contractor's Bid (or Guaranteed Maximum Price Addendum), unless adjusted in accordance with the terms of the Contract Documents.
- H. Contract Time: The time period during which all Construction Services are to be completed pursuant to the Contract Documents, to be set forth in the Project Schedule.
- I. Contractor's Personnel: The Contractor's key personnel designated by Contractor.
- J. Days: Calendar days except when specified differently. When time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or legal holiday, such day will be omitted from the computation.
- K. Defective: When modifying the term "Work", referring to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or that does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or that has been damaged prior to Owner's approval of final payment (unless responsibility for the protection thereof has been assumed by Owner).
- L. Field Directive: A written order issued by Owner which orders minor changes in the Work not involving a change in Contract Time, to be paid from the Owner's contingency funds.

- M. Final Completion Date: The date upon which the Project is fully constructed and all Work required on the Project and Project Site is fully performed as verified in writing by the Owner.
- N. Float Time: The time available in the Project Schedule during which an unexpected activity can be completed without delaying Substantial Completion of the Work.
- O. Force Majeure: Those conditions constituting excuse from performance as described in and subject to the conditions described in Article XII.
- P. Notice to Proceed: Written notice by Owner (after execution of Contract) to Contractor fixing the date on which the Contract Time will commence to run and on which Contractor shall start to perform the Work.
- Q. Owner: City of Aventura, a political subdivision of the State of Florida.
- R. Owner's Project Representative: The individual designated by Owner to perform those functions set forth in Section 7.8.
- S. Payment and Performance Bond: The Payment and Performance Bond security posted pursuant to Section 2.4.Y to guarantee payment and performance by the Contractor of its obligations hereunder.
- T. Permitting Authority: Any applicable governmental authority acting in its governmental and regulatory capacity which is required to issue or grant any permit, certificate, license or other approval which is required as a condition precedent to the commencement or approved of the Work, or any part thereof, including the building permit.
- U. Procurement Ordinance: The City of Aventura Code of Ordinances, Sec. 2-252. - Purchasing guidelines, as amended from time to time.
- V. Progress Report: A report to Owner that includes all information required pursuant to the Contract Documents and submitted in accordance with Section 2.4.EE, hereof.
- W. Project: The total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by Owner and by separate contractors. For the purposes of the Contract Documents, the term Project shall include all areas of proposed improvements and all areas which may reasonably be judged to have an impact on the Project.
- X. Project Costs: The costs incurred by the Contractor to plan, construct and equip the Project and included within, and paid as a component of, the Contract Sum.
- Y. Project Manager: Subject to the prior written consent of Owner, the individual designated to receive notices on behalf of the Contractor, or such other individual designated by the Contractor, from time to time, pursuant to written notice in accordance with the Contract Documents.
- Z. Project Plans and Specifications: The one hundred percent (100%) construction drawings and specifications prepared by the Architect/Engineer, and any changes, supplements, amendments

or additions thereto approved by the Owner, which shall also include any construction drawings and final specifications required for the repair or construction of the Project, as provided herein.

- AA. Project Schedule: The schedule and sequence of events for the commencement, progression and completion of the Project, developed pursuant to Section 2.3., as such schedule may be amended as provided herein.
- BB. Project Site: The site depicted in the Project Plans and Specifications, inclusive of all rights of way, temporary construction easements or licensed or leased sovereign lands.
- CC. Subcontractor: Any individual (other than a direct employee of the Contractor) or organization retained by Contractor to plan, construct or equip the Project pursuant to Article IV.
- DD. Substantial Completion and Substantially Complete: The stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use; provided, however, that as a condition precedent to Substantial Completion, the Owner has received all certificates of occupancy or completion and other permits, approvals, licenses, and other documents from any governmental authority which are necessary for the beneficial occupancy of the Project or any designated portion thereof.
- EE. Substantial Completion Date: The date on which the Project or designated portion thereof is deemed to be Substantially Complete, as evidenced by receipt of (i) the Architect/Engineer's certificate of Substantial Completion, (ii) written Acceptance of the Project by the Owner, and (iii) approvals of any other authority as may be necessary or otherwise required.
- FF. Substitute: Materials or equipment offered by the Contractor as an alternative to that set forth in the Project Plans and Specifications, where (i) the Project Plans and Specifications do not authorize an "approved equal", or (ii) the Owner, in its reasonable discretion, determines that a pre-authorized "approved equal" will result in a substantial change to the Work because of cost, quality or other difference in comparison to the materials or equipment specified.
- GG. Unit Price Work: Work to be paid for on the basis of unit prices.
- HH. Work: The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.
- II. Work Directive Change: A written directive to Contractor, issued on or after the effective date of the Agreement pursuant to Section 5.8 and signed by Owner's Project Representative, ordering an addition, deletion or revision in the Work, or responding to differing or unforeseen physical conditions under which the Work is to be performed or responding to emergencies.

ARTICLE II RELATIONSHIP AND RESPONSIBILITIES

2.1. Relationship between Contractor and Owner.

The Contractor accepts the relationship of trust and confidence established with Owner pursuant to the Contract Documents. The Contractor shall furnish its best skill and judgment and cooperate with Owner and Owner's Project Representative in furthering the interests of the Owner. The Contractor agrees to provide the professional services required to complete the Project consistent with the Owner's direction and the terms of the Contract Documents. All services provided hereunder by Contractor, either directly or through Subcontractors, shall be provided in accordance with sound construction practices and applicable professional construction standards.

- A. Purpose. The purpose of the Contract Documents is to provide for the provision of construction services for the Project on the Project Site by the Contractor, and construction of the Project by the Contractor in accordance with the Project Plans and Specifications. The further purpose of the Contract Documents is to define and delineate the responsibilities and obligations of the parties to the Contract Documents and to express the desire of all such parties to cooperate to accomplish the purposes and expectations of the Contract Documents.
- B. Construction Team. The Contractor, Owner and Architect/Engineer shall be called the "Construction Team" and shall work together as a team commencing upon full execution of the Contract Documents through Substantial Completion. As provided in Section 2.2, the Contractor and Architect/Engineer shall work jointly through completion and shall be available thereafter should additional services be required. The Contractor shall provide leadership to the Construction Team on all matters relating to construction. The Contractor understands, acknowledges and agrees that the Architect/Engineer shall provide leadership to the Construction Team on all matters relating to design.
- C. Owner's Reliance on Bid (or Guaranteed Maximum Price Addendum). The Contractor acknowledges that the representations, statements, information and pricing contained in its Bid (or Guaranteed Maximum Price Addendum) have been relied upon by the Owner and have resulted in the award of this Project to the Contractor.

2.2. General Contractor Responsibilities.

In addition to the other responsibilities set forth herein, the Contractor shall have the following responsibilities pursuant to the Contract Documents:

- A. Personnel. The Contractor represents that it has secured, or shall secure, all personnel necessary to perform the Work, none of whom shall be employees of the Owner. Primary liaison between the Contractor and the Owner shall be through the Owner's Project Representative and Contractor's Project Manager. All of the services required herein shall be performed by the Contractor or under the Contractor's supervision, and all personnel engaged in the Work shall be fully qualified and shall be authorized or permitted under law to perform such services.
- B. Cooperation with Architect/Engineer. The Contractor's services shall be provided in conjunction with the services of the Architect/Engineer. In the performance of professional services, the Contractor acknowledges that time is critical for Project delivery. The Contractor acknowledges that timely construction utilizing the services of an Architect/Engineer and a Contractor requires maximum cooperation between all parties.

- C. **Timely Performance.** The Contractor shall perform all services as expeditiously as is consistent with professional skill and care and the orderly progress of the Work, in accordance with the Project Schedule. Verification of estimated Project Schedule goals will be made as requested by the Owner.
- D. **Duty to Defend Work.** In the event of any dispute between the Owner and any Permitting Authority that relates to the quality, completeness or professional workmanship of the Contractor's services or Work, the Contractor shall, at its sole cost and expense, cooperate with the Owner to defend the quality and workmanship of the Contractor's services and Work.
- E. **Trade and Industry Terminology.** It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result will be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials, or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or laws or regulations in effect at the time of opening of Bids (or at the time of execution of the Guaranteed Maximum Price Addendum), except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of Owner or Contractor, or any of their agents or employees from those set forth in the Contract Documents. Computed dimensions shall govern over scaled dimensions.

2.3. Project Schedule.

The Contractor, within ten (10) days after being given a Notice to Proceed, shall prepare and submit for the Owner's and Architect/Engineer's information an overall project schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of Work.

- A. The Project Schedule shall show a breakdown of all tasks to be performed, and their relationship in achieving the completion of each phase of Work, subject to review of Owner and Architect/Engineer and approval or rejection by Owner. For the purposes of this article "WORK" shall consist of all elements of the project including planning, design, construction document preparation, issuance of permits, procurement, and related construction activities. The Contractor shall include and rely upon input from the Architect, Owner, Permitting Authorities regarding planning, document preparation, and permit issuance. The Project Schedule shall show, at a minimum, the approximate dates on which each segment of the Work is expected to be started and finished, the proposed activity flow during each month, the anticipated earnings by the Contractor for each month and the approximate number of crews and equipment to be used. The Project Schedule shall include all phases of procurement, approval of shop drawings, proposed Change Orders in progress, schedules for Change Orders, and performance testing

requirements. The Project Schedule shall include a construction commencement date and Project Substantial Completion Date, which dates shall accommodate known or reasonably anticipated geographic, atmospheric and weather conditions.

- B. The Project Schedule shall serve as the framework for the subsequent development of all detailed schedules. The Project Schedule shall be used to verify Contractor performance and to allow the Owner's Project Representative to monitor the Contractor's efforts.
- C. The Project Schedule may be adjusted by the Contractor pursuant to Article V. The Owner shall have the right direct the Contractor to reschedule Work provided such rescheduling is in accord with the remainder of terms of the Contract Documents.
- D. The Contractor shall prepare a submittal schedule, promptly after being awarded the Agreement and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect/Engineer's approval. The Architect/Engineer's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect/Engineer reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.
- E. The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect/Engineer.

2.4. Construction Services.

The Contractor shall provide the following Construction Services:

- A. Construction of Project. The Contractor shall work from the receipt of a Notice to Proceed through the Substantial Completion of the Project in accordance with the terms of the Contract Documents to manage the construction of the Project. The Construction Services provided by the Contractor to construct the Project shall include without limitation (1) all services necessary and commensurate with established construction standards, and (2) all services described in the Invitation for Bid (or Request for Proposal) and the Bid (or Guaranteed Maximum Price Addendum).
- B. Notice to Proceed. A Notice to Proceed will be given at any time within thirty (30) days after the effective date of the Agreement, and upon the approval of a proposal or a Guaranteed Maximum Price, and upon the receipt of all permits. Contractor shall start to perform the Work on the date specified in the Notice to Proceed, but no Work shall be done at the site prior to the issuance of the Notice to Proceed. An Initial Notice to Proceed authorizing limited specific work may be issued by Owner prior to Formal Notice to Proceed.
- C. Quality of Work. If at any time the labor used or to be used appears to the Owner as insufficient or improper for securing the quality of Work required or the required rate of progress, the Owner may order the Contractor to increase its efficiency or to improve the character of its Work, and the Contractor shall conform to such an order. Any such order shall not entitle Contractor to any additional compensation or any increase in Contract Time. The failure of the Owner to demand

any increase of such efficiency or any improvement shall not release the Contractor from its obligation to secure the quality of Work or the rate of progress necessary to complete the Work within the limits imposed by the Contract Documents. The Owner may require the Contractor to remove such personnel as the Owner deems incompetent, careless, insubordinate or otherwise objectionable, or whose continued employment on the Project is deemed to be contrary to the Owner's interest. The Contractor shall provide good quality workmanship and shall promptly correct construction defects without additional compensation. Acceptance of the Work by the Owner shall not relieve the Contractor of the responsibility for subsequent correction of any construction defects.

- D. **Materials.** All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by Architect/Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instruction of the applicable supplier except as otherwise provided in the Contract Documents.
- E. **Accountability for Work.** The Contractor shall be solely accountable for its Work, including plans review and complete submittals. The Contractor shall be solely responsible for means, methods, techniques, sequences and procedures of construction. If a specific means, method, technique, sequence or procedure of construction is required by the Contract Documents, the Contractor may utilize an alternative means, method, technique, sequence or procedure acceptable to the Architect/Engineer if the Contractor submits sufficient information to allow the Architect/Engineer to determine that the alternative is equivalent to that required by the Contract Documents.
- F. **Contract Sum.** The Contractor shall construct the Project so that the Project can be built for a cost not to exceed the Contract Sum.
- G. **Governing Specifications.** In the absence of specified Owner design standards or guidelines, the Architect/Engineer shall use, and the Contractor shall comply with, the most recent version of the applicable building codes, published industry standards, and design standards. In general, the Project shall be constructed by the Contractor in accordance with applicable industry standards. The Contractor shall be responsible for utilizing and maintaining current knowledge of any laws, ordinances, codes, rules, regulations, standards, guidelines, special conditions, specifications or other mandates relevant to the Project or the services to be performed.
- H. **Adherence to Project Schedule.** The development and equipping of the Project shall be undertaken and completed in accordance with the Project Schedule, and within the Contract Time described therein.
- I. **Superintendent.** The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project Site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

- 1) The Contractor, as soon as practicable after award of the Agreement, shall furnish in writing to the Owner through the Architect/Engineer the name and qualifications of the proposed superintendent. The Owner shall reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect/Engineer has reasonable objection to the proposed superintendent or (2) that the Owner and Architect/Engineer requires additional time to review. Failure of the Owner and Architect/Engineer to reply within 14 days shall constitute notice of no reasonable objection.
 - 2) The Contractor shall not employ a proposed superintendent to whom the Owner or Architect/Engineer has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not be unreasonably withheld or delayed.
- J. Work Hours. Contractor shall provide competent, suitable qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto and except as otherwise indicated in the Contract Documents, all Work at the site shall be performed during regular working hours, and Contractor shall not permit overtime work or the performance of Work on a Saturday, Sunday or legal holiday without Owner's written consent given after prior notice to Architect/Engineer (at least seventy-two (72) hours in advance).
- K. Overtime-Related Costs. Contractor shall pay for all additional Architect/Engineer charges, inspection costs and Owner staff time for any overtime work which may be authorized. Such additional charges shall be an obligation of Contractor and no extra payment shall be made by Owner because such overtime work. At Owner's option, such overtime costs may be deducted from Contractor's monthly payment request or Contractor's retainage prior to release of final payment. Contractor's obligation to pay all overtime-related costs shall not apply if Contractor is directed by Owner to work overtime solely for Owner's convenience.
- L. Insurance, Overhead and Utilities. Unless otherwise specified, Contractor shall furnish and assume full responsibility for all bonds, insurance, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work.
- M. Cleanliness. The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. During execution of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project Site. Contractor shall restore to original conditions all property not designated for alteration by the Contract Documents. If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from Contractor.
- N. Loading. Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

O. Safety and Protection. Contractor shall comply with all applicable federal, state and local safety regulations. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent damage, injury or loss to:

- 1) All employees on the Work and other persons and organizations who may be affected thereby;
- 2) All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project Site; and
- 3) Other property at the Project Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and underground facilities not designated for removal, relocation or replacement during construction.

Contractor shall comply with all applicable laws and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss, and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall provide and maintain all passageways, guard fences, lights and other facilities for the protection required by public authority or local conditions. Contractor shall provide reasonable maintenance of traffic for the public and preservation of the Owner's business, taking into full consideration all local conditions. Contractor's duties and responsibilities for safety and protection with regard to the Work shall continue until such time as all the Work is completed.

P. Emergencies. In emergencies affecting the safety or protection of persons or the Work or property at the Project Site or adjacent thereto, Contractor, without special instruction or authorization from Architect/Engineer or Owner, shall act to prevent threatened damage, injury or loss. Contractor shall give Owner prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If Owner determines that a change in the Project is required because of the action taken in response to an emergency, a Work Directive Change or Change Order will be issued to document the consequences of the changes or variation.

Q. Substitutes. For Substitutes not included with the Bid (or Guaranteed Maximum Price Addendum), but submitted after the effective date of the Agreement (or Guaranteed Maximum Price Addendum), Contractor shall make written application to Architect/Engineer for acceptance thereof, certifying that the proposed Substitute will perform equal to or materially better than the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application will also contain an itemized estimate of all costs and delays or schedule impacts that will result directly or indirectly from review, acceptance and provision of such Substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which will be considered by the Architect/Engineer in evaluating the proposed Substitute. Architect/Engineer may require Contractor to furnish at Contractor's expense, additional data about the proposed Substitute. In rendering a decision, Owner, Architect/Engineer and Contractor shall have access

to any available Float Time in the Project Schedule. If Substitute materials or equipment not included as part of the Bid (or Guaranteed Maximum Price Addendum), but proposed after the effective date of the Agreement, are accepted and are less costly than the originally specified materials or equipment, then the net difference in cost shall be credited to the Owner and an appropriate Change Order executed to adjust the Contract Sum.

- 1) Architect/Engineer will be allowed a reasonable time within which to evaluate each proposed Substitute. Architect/Engineer will be the sole judge of acceptability and no Substitute will be ordered, installed or utilized without Architect/Engineer's prior written acceptance which will be evidenced by either a Change Order or an approved shop drawing. Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any Substitute.
 - 2) Contractor shall reimburse Owner for the charges of Architect/Engineer and Architect/Engineer's Consultants for evaluating each proposed Substitute submitted after the effective date of the Agreement and all costs resulting from any delays in the Work while the Substitute was undergoing review.
- R. Surveys and Stakes. The Contractor shall furnish, as part of the Contract Sum, all labor, stakes, surveys, batter boards for structures, grade lines and other materials and supplies and shall set construction stakes and batter boards for establishing lines, position of structures, slopes and other controlling points necessary for the proper prosecution of the Work. Where rights-of-way, easements, property lines or any other conditions which make the lay-out of the Project or parts of the Project critical are involved, the Contractor shall employ a competent surveyor who is registered in the State of Florida for lay-out and staking. These stakes and marks shall constitute the field control by and in accord with which the Contractor shall govern and execute the Work. The Contractor shall be held responsible for the preservation of all stakes and marks and if for any reason any of the stakes or marks or batter boards become destroyed or disturbed, they shall be immediately and accurately replaced by the Contractor.
- S. Suitability of Project Site. The Contractor has, by careful examination, satisfied itself as to the nature and location of the Work and all other matters which can in any way affect the Work, including, but not limited to details pertaining to borings, as shown on the drawings. Such boring information is not guaranteed to be more than a general indication of the materials likely to be found adjacent to holes bored at the Project Site, approximately at the locations indicated. The Contractor has examined boring data, where available, made its own interpretation of the subsurface conditions and other preliminary data, and has based its Bid (or Guaranteed Maximum Price Addendum) on its own opinion of the conditions likely to be encountered. Except as specifically provided in Sections 2.4.U., 5.4 and 5.5, no extra compensation or extension of time will be considered for any Project Site conditions that existed at the time of bidding (or at the time of execution of the Guaranteed Maximum Price Addendum). No verbal agreement or conversation with any officer, agent or employee of the Owner, before or after the execution of the Agreement, shall affect or modify any of the terms or obligations herein contained.
- T. Project Specification Errors. If the Contractor, during the Work, finds that the drawings, specifications or other Contract Documents cannot be followed, the Contractor shall immediately inform the Owner in writing, and the Owner shall promptly check the accuracy of the information.

Any Work done after such discovery, until any necessary changes are authorized, will be done at the Contractor's sole risk of non-payment and delay.

U. Remediation of Contamination. Owner and Contractor recognize that remediation of subsurface conditions may be necessary due to potential hazardous materials contamination. Because the presence or extent of any contamination is not known, Contractor shall include no cost in the Contract Sum, and no time in the Project Schedule, for cost or delays that might result from any necessary remediation. The Project Schedule will provide a period of time between demolition activities and the start of the next activity to commence any remediation if needed. Contractor shall use all reasonable efforts in scheduling the Project to minimize the likelihood that remediation delays construction. Any hazardous materials remediation Work which Contractor agrees to perform shall be done pursuant to a Change Order or amendment consistent with the following:

- 1) The dates of Substantial Completion shall be equitably adjusted based on delays, if any, incurred in connection with remediation efforts.
- 2) Contractor, and any Subcontractors which have mobilized on the Project Site, shall be paid for demonstrated costs of overhead operations at the Project Site during any period of delay of more than seven (7) days, except to the extent that Work proceeds concurrently with remediation. The categories of costs to be reimbursed are limited to those reasonably incurred at the jobsite during the delay period (such as trailers or offices, telephones, faxes, and the like); equipment dedicated to the Project and located at the Project Site; salaries and associated costs of personnel dedicated to the Project to the extent that they do not perform work on other projects; and other jobsite costs that are reasonable and which are incurred during the delay period. Subcontractors and suppliers which have not mobilized are limited to the costs set forth in Section 2.4.U(3).
- 3) Contractor and any Subcontractor or supplier on the Project who is eligible for compensation shall be paid any demonstrated costs of escalation in materials or labor, and reasonable costs of off-site storage of materials identified to the Project, arising because of any delay of more than seven (7) days. Such Contractor, Subcontractors and suppliers are obligated to take all reasonable steps to mitigate escalation costs, such as through early purchase of materials.
- 4) Contractor, for itself and all Subcontractors and suppliers on the Project, hereby agrees that the extension of time for delays under Section 2.4.U(1), and payment of the costs identified in Sections 2.4.U(2) and/or Section 2.4.U(3), are the sole remedies for costs and delays described in this Section, and waives all claims and demands for extended home office overhead (including, but not limited to, "Eichleay" claims), lost profit or lost opportunities, and any special, indirect, or consequential damages arising as a result of delays described in this Section. The Contract Sum shall be adjusted to reflect payment of allowable costs.
- 5) If any delay described in this section causes the time or cost for the Project to materially exceed the Contract Time or the Contract Sum, then the Owner may terminate the Agreement pursuant to Section 14.2.

- 6) Contractor and any Subcontractor or supplier seeking additional costs under this Section 2.4.U. shall promptly submit estimates or any costs as requested by Owner, and detailed back-up for all costs when payment is sought or whenever reasonably requested by Owner. All costs are auditable, at Owner's discretion. Bid, estimate and pricing information reasonably related to any request for additional compensation will be provided promptly upon request.
- 7) Contractor shall include provisions in its subcontracts and purchase orders consistent with this Section.

V. Interfacing.

- 1) The Contractor shall take such measures as are necessary to ensure proper construction and delivery of the Project, including but not limited to providing that all procurement of long-lead items, the separate construction Subcontractors, and the general conditions items are performed without duplication or overlap to maintain completion of all Work on schedule. Particular attention shall be given to provide that each Subcontractor bid package clearly identifies the Work included in that particular separate subcontract, its scheduling for start and completion, and its relationship to other separate contractors.
- 2) Without assuming any design responsibilities of the Architect/Engineer, the Contractor shall include in the Progress Reports required under this Section 2.4 comments on overlap with any other separate subcontracts, omissions, lack of correlation between drawings, and any other deficiencies noted, in order that the Architect/Engineer may arrange for necessary corrections.

W. Job Site Facilities. The Contractor shall arrange for all job site facilities required and necessary to enable the Contractor and Architect/Engineer to perform their respective duties and to accommodate any representatives of the Owner which the Owner may choose to have present on the Project Site.

X. Weather Protection. The Contractor shall provide temporary enclosures of building areas to assure orderly progress of the Work during periods when extreme weather conditions are likely to be experienced. The Contractor shall also be responsible for providing weather protection for Work in progress and for materials stored on the Project Site. A contingency plan shall be prepared upon request of the Owner for weather conditions that may affect the construction.

Y. Payment and Performance Bond. Prior to the construction commencement date, the Contractor shall obtain, for the benefit of and directed to the Owner, a Payment and Performance Bond satisfying the requirements of Section 255.05, Florida Statutes, covering the faithful performance by the Contractor of its obligations under the Contract Documents, including but not limited to the construction of the Project on the Project Site and the payment of all obligations arising thereunder, including all payments to Subcontractors, laborers, and materialmen. The surety selected by the Contractor to provide the Payment and Performance Bond shall be approved by the Owner prior to the issuance of such Bond, which approval shall not be unreasonably withheld or delayed provided that the surety is rated A or better by Best's Key Guide, latest edition. For

Changes in the Work that result in an increase in the Contract Sum, Owner reserves the right to require the Contractor to secure and deliver additive riders to the Payment and Performance Bond.

- Z. Construction Phase; Building Permit; Code Inspections. Unless otherwise provided, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work.
- 1) Building Permit. The Owner and Architect/Engineer shall provide such information to any Permitting Authority as is necessary to obtain approval from the Permitting Authority to commence construction prior to beginning construction. The Contractor shall pull any required building permit, and shall be responsible for delivering and posting the building permit at the Project Site prior to the commencement of construction. The cost of the building permit is included in the Contract Sum. The Owner and Architect/Engineer shall fully cooperate with the Contractor when and where necessary.
 - 2) Code Inspections. The Project requires detailed code compliance inspection during construction in disciplines determined by any Permitting Authority. These disciplines normally include, but are not necessarily limited to, structural, mechanical, electrical, plumbing, general building and fire. The Contractor shall notify the appropriate inspector(s) and the Architect/Engineer, no less than 24 hours in advance, when the Work is ready for inspection and before the Work is covered up. All inspections shall be made for conformance with the applicable ordinances and building codes. Costs for all re-inspections of Work found defective and subsequently repaired shall not be included as Project Costs and shall be borne by the Contractor or as provided in the contract between Contractor and Subcontractor.
 - 3) Contractor's Personnel. The Contractor shall maintain sufficient off-site support staff and competent full-time staff at the Project Site authorized to act on behalf of the Contractor to coordinate, inspect, and provide general direction of the Work and progress of the Subcontractors. At all times during the performance of the Work, the Owner shall have the right to demand replacement of Contractor Personnel to whom the Owner has reasonable objection, without liability to the Contractor.
 - 4) Lines of Authority. To provide general direction of the Work, the Contractor shall establish and maintain lines of authority for its personnel and shall provide this information to the Owner and all other affected parties, such as the code inspectors of any Permitting Authority, the Subcontractors, and the Architect/Engineer. The Owner and Architect/Engineer may attend meetings between the Contractor and his Subcontractors; however, such attendance is optional and shall not diminish either the authority or responsibility of the Contractor to administer the subcontracts.
- AA. Quality Control. The Contractor shall develop and maintain a program, acceptable to the Owner and Architect/Engineer, to assure quality control of the construction. The Contractor shall be responsible for and supervise the Work of all Subcontractors, providing instructions to each when their Work does not conform to the requirements of the Project Plans and Specifications,

and the Contractor shall continue to coordinate the Work of each Subcontractor to ensure that corrections are made in a timely manner so as to not affect the efficient progress of the Work. Should a disagreement occur between the Contractor and the Architect/Engineer over the acceptability of the Work, the Owner, at its sole discretion and in addition to any other remedies provided herein, shall have the right to determine the acceptability, provided that such determination is consistent with standards for construction projects of this type and generally accepted industry standards for workmanship in the State of Florida.

BB. Management of Subcontractors. All Subcontractors shall be compensated in accordance with Article IV. The Contractor shall solely control the Subcontractors. The Contractor shall negotiate all Change Orders and Field Orders with all affected Subcontractors and shall review the costs and advise the Owner and Architect/Engineer of their validity and reasonableness, acting in the Owner's best interest. When there is an imminent threat to health and safety, and Owner's Project Representative concurrence is impractical, the Contractor shall act immediately to remove the threats to health and safety and shall subsequently fully inform Owner of all such action taken. The Contractor shall also carefully review all shop drawings and then forward the same to the Architect/Engineer for review and actions. The Architect/Engineer will transmit them back to the Contractor, who will then issue the shop drawings to the affected Subcontractor for fabrication or revision. The Contractor shall maintain a suspense control system to promote expeditious handling. The Contractor shall request the Architect/Engineer to make interpretations of the drawings or specifications requested of him by the Subcontractors and shall maintain a business system to promote timely response. The Contractor shall inform the Architect/Engineer which shop drawings or requests for clarification have the greatest urgency, to enable the Architect/Engineer to prioritize requests coming from the Contractor. The Contractor shall advise the Owner and Architect/Engineer when timely response is not occurring on any of the above.

CC. Job Requirements.

- 1) The Contractor shall provide each of the following as a part of its services hereunder:
 - a) Maintain a log of daily activities, including manpower records, equipment on site, weather, delays, major decisions, etc;
 - b) Maintain a roster of companies on the Project with names and telephone numbers of key personnel;
 - c) Establish and enforce job rules governing parking, clean-up, use of facilities, and worker discipline;
 - d) Provide labor relations management and equal opportunity employment for a harmonious, productive Project;
 - e) Provide and administer a safety program for the Project and monitor for subcontractor compliance without relieving them of responsibilities to perform Work in accordance with best acceptable practice;

- f) Provide a quality control program as provided under Section 2.4.C above;
 - g) Provide miscellaneous office supplies that support the construction efforts which are consumed by its own forces;
 - h) Provide for travel to and from its home office to the Project Site and to those other places within adjacent four (4) county area City as required by the Project;
 - i) Verify that tests, equipment, and system start-ups and operating and maintenance instructions are conducted as required and in the presence of the required personnel and provide adequate records of same to the Architect/Engineer;
 - j) Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and sample submissions, reproductions of original Contract Documents including all addenda, change orders, field orders, additional drawings issued after execution of the Agreement, Owner/Architect/Engineer's clarifications and interpretations of the Contract Documents, Progress Reports, as-built drawings, and other project related documents;
 - k) Keep a diary or log book, recording hours on the job site, weather conditions, data relative to questions of extras or deductions; list of visiting officials and representatives or manufacturers, fabricators, suppliers and distributors; daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures, and provide copies of same to Owner/Architect/Engineer;
 - l) Record names, addresses and telephone numbers of all Contractors, Subcontractors and major suppliers of materials and equipment;
 - m) Furnish Owner/Architect/Engineer periodic reports, as required, of progress of the Work and Contractor's compliance with the approved progress schedule and schedule of shop drawing submissions;
 - n) Consult with Owner/Architect/Engineer in advance of scheduling major tests, inspections or start of important phases of the Work;
 - o) Verify, during the course of the Work, that certificates, maintenance and operations manuals and other data required to be assembled and furnished are applicable to the items actually installed, and deliver same to Owner/Architect/Engineer for review prior to final Acceptance of the Work; and
 - p) Cooperate with Owner in the administration of grants.
- 2) The Contractor shall provide personnel and equipment, or shall arrange for separate Subcontractors to provide each of the following as a Project Cost:

- a) Services of independent testing laboratories, and provide the necessary testing of materials to ensure conformance to contract requirements; and
- b) Printing and distribution of all required bidding documents and shop drawings, including the sets required by Permitting Authority inspectors.

DD. As-Built Drawings. The Contractor shall continuously review as-built drawings and mark up progress prints to provide as much accuracy as possible. Prior to, and as a requirement for authorizing final payment to the Contractor due hereunder, the Contractor shall provide to the Owner an original set of marked-up, as-built Project Plans and Specifications and an electronic format of those records showing the location and dimensions of the Project as constructed, which documents shall be certified as being correct by the Contractor and the Architect/Engineer. Final as-built drawings shall be signed and sealed by a registered Florida surveyor.

EE. Progress Reports. The Contractor shall forward to the Owner, as soon as practicable after the first day of each month, a summary report of the progress of the various parts of the Work, to include those parts of the Work in fabrication and in the field, stating the existing status, estimated time of completion and cause of delay, if any. Together with the summary report, the Contractor shall submit any necessary revisions to the original schedule for the Owner's review and approval. In addition, more detailed schedules may be required by the Owner for daily traffic control.

FF. Contractor's Warranty. The Contractor warrants to the Owner and Architect/Engineer those materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements will be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect/Engineer, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

- 1) Contractor shall use its best efforts and due diligence to ensure that during the warranty period, those entities or individuals who have provided direct warranties to the Owner as required by the Contract Documents perform all required warranty Work in a timely manner and at the sole cost and expense of such warranty providers. Any such cost or expense not paid by the warranty providers shall be paid by the Contractor, to include any costs and attorney's fees incurred in warranty-related litigation between Contractor and any Subcontractors.
- 2) The Contractor shall secure guarantees and warranties of Subcontractors, equipment suppliers and materialmen, and assemble and deliver same to the Owner in a manner that will facilitate their maximum enforcement and assure their meaningful implementation. The Contractor shall collect and deliver to the Owner any specific written guaranties or warranties given by others as required by subcontracts.

- 3) At the Owner's request, the Contractor shall conduct, jointly with the Owner and the Architect/Engineer, a warranty inspection within eleven (11) months after the Substantial Completion Date.

GG. Apprentices. If Contractor employs apprentices, their performance of Work shall be governed by and shall comply with the provisions of Chapter 446, Florida Statutes.

HH. Schedule of Values. Unit prices shall be established for this Agreement by the submission of a schedule of values within ten (10) days of receipt of the Notice to Proceed. The schedule shall include quantities and prices of items equaling the Contract Sum and will subdivide the Work into components in sufficient detail to serve as the basis for progress payments during construction. Such prices shall include an appropriate amount of overhead and profit applicable to each item of Work. Upon request of the City, the Contractor shall support the values with data which will substantiate their correctness.

II. Other Contracts. The Owner reserves the right to let other contracts in connection with this Work. The Contractor shall afford other contractors' reasonable opportunity for the introduction and storage of their materials and execution of their work, and promptly connect and coordinate the Work with theirs.

ARTICLE III COMPENSATION

3.1. Compensation.

The Contract Sum constitutes the total compensation (subject to authorized adjustments) payable to Contractor for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at Contractor's expense without change in the Contract Sum.

- A. Adjustments. The Contract Sum may only be changed by Change Order or by a written amendment. Any claim for an increase or decrease in the Contract Sum shall be based on written notice delivered by the party making the claim to the other party. Notice of the amount of the claim with supporting data shall be delivered within fifteen (15) days from the beginning of such occurrence and shall be accompanied by claimant's written statement that the amount claimed covers all amounts to which the claimant is entitled as a result of the occurrence of said event. Failure to deliver a claim within the requisite 15-day period shall constitute a waiver of the right to pursue said claim.
- B. Valuation. The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Sum shall be determined in one of the following ways (at Owner's discretion):
 - 1) In the case of Unit Price Work, in accordance with Section 3.1.C, below; or
 - 2) By mutual acceptance of a lump sum; or
 - 3) On the basis of the cost of the Work, plus a negotiated Contractor's fee for overhead and profit. Contractor shall submit an itemized cost breakdown together with supporting data.

C. Unit Price Work. The unit price of an item of Unit Price Work shall be subject to re-evaluation and adjustment pursuant to a requested Change Order under the following conditions:

- 1) If the total cost of a particular item of Unit Price Work amounts to 5% or more of the Contract Sum and the variation in the quantity of the particular item of Unit Price Work performed by Contractor differs by more than 15% from the estimated quantity of such item indicated in the Agreement; and
- 2) If there is no corresponding adjustment with respect to any other item of Work; and
 - i. If Contractor believes that it has incurred additional expense as a result thereof; or
 - ii. If Owner believes that the quantity variation entitles it to an adjustment in the unit price; or
 - iii. If the parties are unable to agree as to the effect of any such variations in the quantity of Unit Price Work performed.

3.2. Schedule of Compensation.

All payments for services and material under the Contract Documents shall be made in accordance with the following provisions.

- A. Periodic Payments for Services. The Contractor shall be entitled to receive payment for Construction Services rendered pursuant to Section 2.4 in periodic payments which shall reflect a fair apportionment of cost and schedule of values of services furnished prior to payment, subject to the provisions of this Section.
- B. Payment for Materials and Equipment. In addition to the periodic payments authorized hereunder, payments may be made for material and equipment not incorporated in the Work but delivered and suitably stored at the Project Site, or another location, subject to prior approval and acceptance by the Owner on each occasion.
- C. Credit toward Contract Sum. All payments for Construction Services made hereunder shall be credited toward the payment of the Contract Sum as Contractor's sole compensation for the construction of the Project.

3.3. Invoice and Payment.

All payments for services and materials under the Contract Documents shall be invoiced and paid in accordance with the following provisions.

- A. Invoices. The Contractor shall submit to the Owner periodic invoices for payment, in a form acceptable to the Owner, which shall include a sworn statement certifying that, to the best of the Contractor's knowledge, information and belief, the construction has progressed to the point indicated, the quality and the Work covered by the invoice is in accord with the Project Plans and Specifications, and the Contractor is entitled to payment in the amount requested, along with the

cost reports required pursuant to Article II, showing in detail all monies paid out, Project Costs accumulated, or Project Cost incurred during the previous period. This data shall be attached to the invoice.

- B. Additional Information; Processing of Invoices. Should an invoiced amount appear to exceed the Work effort believed to be completed, the Owner may, prior to processing of the invoice for payment, require the Contractor to submit satisfactory evidence to support the invoice. All Progress Reports and invoices shall be delivered to the attention of the Owner's Project Representative. Invoices not properly prepared (mathematical errors, billing not reflecting actual Work done, no signature, etc.) shall be returned to the Contractor for correction.
- C. Architect/Engineer's Approval. Payment for Work completed shall be subject to the Architect/Engineer approving the payment requested by the Contractor and certifying the amount thereof that has been properly incurred and is then due and payable to the Contractor, and identifying with specificity any amount that has not been properly incurred and that should not be paid.
- D. Warrants of Contractor with Respect to Payments. The Contractor warrants that (1) upon payment of any retainage, materials and equipment covered by a partial payment request will pass to Owner either by incorporation in construction or upon receipt of payment by the Contractor, whichever occurs first; (2) Work, materials and equipment covered by previous partial payment requests shall be free and clear of liens, claims, security interests, or encumbrances; and (3) no Work, materials or equipment covered by a partial payment request which has been acquired by the Contractor or any other person performing Work at the Project Site, or furnishing materials or equipment for the Project, shall be subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or any other person.
- E. All Compensation Included. Contractor's compensation includes full payment for services set forth in the Contract Documents, including but not limited to overhead, profit, salaries or other compensation of Contractor's officers, partners and/or employees, general operating expenses incurred by Contractor and relating to this Project, including the cost of management, supervision and data processing staff, job office equipment and supplies, and other similar items.

ARTICLE IV SUBCONTRACTORS

4.1. Subcontracts.

At the Owner's request, the Contractor shall provide Owner's Project Representative with copies of all proposed and final subcontracts, including the general and supplementary conditions thereof.

- A. Subcontracts Generally. All subcontracts shall: (1) require each Subcontractor to be bound to Contractor to the same extent Contractor is bound to Owner by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the Subcontractor, (2) provide for the assignment of the subcontracts from Contractor to Owner at the election of Owner, upon termination of Contractor, (3) provide that Owner will be an additional indemnified party of the subcontract, (4) provide that Owner will be an additional insured on all insurance policies required to be provided by the Subcontractor, except workers'

compensation, (5) assign all warranties directly to Owner, and (6) identify Owner as an intended third-party beneficiary of the subcontract.

- 1) A Subcontractor is a person or entity who has a direct contract with Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.
- 2) A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub- subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

B. No Damages for Delay. Except when otherwise expressly agreed to by Owner in writing, all subcontracts shall provide:

"LIMITATION OF REMEDIES – NO DAMAGES FOR DELAY. The Subcontractor's exclusive remedy for delays in the performance of the contract caused by events beyond its control, including delays claimed to be caused by the Owner or Architect/Engineer or attributable to the Owner or Architect/Engineer and including claims based on breach of contract or negligence, shall be an extension of its contract time and shall in no way involve any monetary claim."

Each subcontract shall require that any claims by the Subcontractor for delay must be submitted to the Contractor within the time and in the manner in which the Contractor must submit such claims to the Owner, and that failure to comply with the conditions for giving notice and submitting claims shall result in the waiver of such claims.

C. Subcontractual Relations. The Contractor shall require each Subcontractor to assume all the obligations and responsibilities which the Contractor owes the Owner pursuant to the Contract Documents, by the parties to the extent of the Work to be performed by the Subcontractor. Said obligations shall be made in writing and shall preserve and protect the rights of the Owner and Architect/Engineer, with respect to the Work to be performed by the Subcontractor, so that the subcontracting thereof will not prejudice such rights. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with its sub-subcontractors.

D. Insurance; Acts and Omissions. Insurance requirements for Subcontractors shall be no more stringent than those requirements imposed on the Contractor by the Owner. The Contractor shall be responsible to the Owner for the acts and omissions of its employees, agents, Subcontractors, their agents and employees, and all other persons performing any of the Work or supplying materials under a contract to the Contractor.

4.2. Relationship and Responsibilities.

Except as specifically set forth herein with respect to direct materials acquisitions by Owner, nothing contained in the Contract Documents or in any Contract Document does or shall create any contractual relation between the Owner or Architect/Engineer and any Subcontractor. Specifically, the Contractor is not acting as an agent of the Owner with respect to any Subcontractor. The utilization of any

Subcontractor shall not relieve Contractor from any liability or responsibility to Owner, or obligate Owner to the payment of any compensation to the Subcontractor or additional compensation to the Contractor.

4.3. Payments to Subcontractors; Monthly Statements.

The Contractor shall be responsible for paying all Subcontractors from the payments made by the Owner to Contractor pursuant to Article III, subject to the following provisions:

- A. Payment. The Contractor shall, no later than ten (10) days after receipt of payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's Work, pay to each Subcontractor the amount to which the Subcontractor is entitled in accordance with the terms of the Contractor's contract with such Subcontractor. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to sub-Subcontractors in a similar manner. After receipt of payment from Owner, if the need should arise to withhold payments to Subcontractors for any reason, as solely determined by Contractor, the Contractor shall promptly restore such monies to the Owner, adjusting subsequent pay requests and Project bookkeeping as required.
- B. Final Payment of Subcontractors. The final payment of retainage to Subcontractors shall not be made until the Project has been inspected by the Architect/Engineer or other person designated by the Owner for that purpose, and until both the Architect/Engineer and the Contractor have issued a written certificate that the Project has been constructed in accordance with the Project Plans and Specifications and approved Change Orders. Before issuance of final payment to any Subcontractor without any retainage, the Subcontractor shall submit satisfactory evidence that all payrolls, material bills, and other indebtedness connected with the Project have been paid or otherwise satisfied, warranty information is complete, as-built markups have been submitted, and instruction for the Owner's operating and maintenance personnel is complete. Final payment may be made to certain select Subcontractors whose Work is satisfactorily completed prior to the completion of the Project, but only upon approval of the Owner's Project Representative.

4.4. Responsibility for Subcontractors.

As provided in Section 2.4.BB, Contractor shall be fully responsible to Owner for all acts and omissions of the Subcontractors, suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect Contract with Contractor just as Contractor is responsible for Contractor's own acts and omissions.

4.5. Contingent Assignment of Subcontracts.

Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that:

- 1) assignment is effective only after termination of the Contract by the Owner for cause pursuant to Article XIV and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and
- 2) assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Agreement.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract. Upon such assignment, if the Work has been suspended for more than thirty (30) days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension. Upon such assignment to the Owner, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE V CHANGES IN WORK

5.1. General.

Changes in the Work may be accomplished after execution of the Agreement, and without invalidating the Agreement, by Change Order, Work Directive Change or order for a minor change in the Work, subject to the limitations stated in this Article V and elsewhere in the Contract Documents. A Change Order shall be based upon agreement among the Owner, Contractor and Architect/Engineer; a Work Directive Change requires agreement by the Owner and Architect/Engineer and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect/Engineer alone. Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Work Directive Change or order for a minor change in the Work.

5.2. Minor Changes in the Work.

The Owner or Architect/Engineer shall have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such change will be effected by written order signed by the Architect/Engineer and shall be binding on the Owner and Contractor. The Contractor shall abide by and perform such minor changes. Such changes shall be effected by a Field Directive or a Work Directive Change. Documentation of changes shall be determined by the Construction Team, and displayed monthly in the Progress Reports. Because such changes shall not affect the Contract Sum to be paid to the Contractor, they shall not require a Change Order pursuant to Section 5.6.

5.3. Emergencies.

In any emergency affecting the safety of persons or property, the Contractor shall act at its discretion to prevent threatened damage, injury, or loss. Any increase in the Contract Sum or extension of time claimed by the Contractor because of emergency Work shall be determined as provided in Section 5.6. However, whenever practicable, the Contractor shall obtain verbal concurrence of the Owner's Project Representative and Architect/Engineer where the act will or may affect the Contract Sum or Contract Time.

5.4. Concealed Conditions.

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect/Engineer before conditions

are disturbed and in no event later than ten (10) days after first observance of the conditions. The Architect/Engineer will promptly investigate such conditions and, if the Architect/Engineer determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect/Engineer determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect/Engineer shall promptly notify the Owner and Contractor in writing, stating the reasons. If the Contractor disputes the Architect/Engineer's determination or recommendation, the Contractor may proceed as provided in Article VIII. If the Owner disputes the Architect/Engineer's determination or recommendation, the Owner may appeal directly to the Purchasing Official and shall thereafter follow the process set forth in Section 8.5.

5.5. Hazardous Materials.

In the event the Contractor encounters on the Project Site material reasonably believed to be hazardous, petroleum or petroleum related products, or other hazardous or toxic substances, except as provided in Section 2.4.U, the Contractor shall immediately stop Work in the area affected and report the condition to the Owner and the Architect/Engineer in writing. The Work in the affected area shall not thereafter be resumed except by Change Order or written amendment, if in fact the material or substance has not been rendered harmless. The Work in the affected area shall be resumed when the Project Site has been rendered harmless, in accordance with the final determination by the Architect/Engineer or other appropriate professional employed by Owner. The Contractor shall not be required to perform without its consent any Work relating to hazardous materials, petroleum or petroleum related products, or other hazardous or toxic substances. In the event the Contractor encounters on the Project Site materials believed in good faith to be hazardous or contaminated material, and the presence of such hazardous or contaminated material was not known and planned for at the time the Contractor submitted its Bid (or Guaranteed Maximum Price proposal), and it is necessary for the Contractor to stop Work in the area affected and delays Work for more than a seven (7) day period, adjustments to the Contract Sum and/or Contract Time shall be made in accordance with this Article V.

5.6. Change Orders; Adjustments to Contract Sum.

- A. Change Orders Generally. The increase or decrease in the Contract Sum resulting from a change authorized pursuant to the Contract Documents shall be determined:
- 1) By mutual acceptance of a lump sum amount properly itemized and supported by sufficient substantiating data, to permit evaluation by the Architect/Engineer and Owner; upon execution of this agreement and issuance of GMP Addendum % rates for overhead and profit additions or reductions to proposed change orders will be established, or
 - 2) By unit prices stated in the Agreement or subsequently agreed upon; or
 - 3) By any other method mutually agreeable to Owner and Contractor.

If Owner and Contractor are unable to agree upon increases or decreases in the Contract Sum and the Architect/Engineer certifies that the work needs to be commenced prior to any such agreement, the Contractor, provided it receives a written Change Order signed by or on behalf of the Owner, shall promptly proceed with the Work involved. The cost of such Work shall then be determined on the basis

of the reasonable expenditures of those performing the Work attributed to the change. However, in the event a Change Order is issued under these conditions, the Owner, through the Architect/Engineer, will establish an estimated cost of the Work and the Contractor shall not perform any Work whose cost exceeds that estimated without prior written approval by the Owner. In such case, the Contractor shall keep and present in such form as the Owner may prescribe an itemized accounting, together with appropriate supporting data of the increase in overall costs of the Project. The amount of any decrease in the Contract Sum to be allowed by the Contractor to the Owner for any deletion or change which results in a net decrease in costs will be the amount of the actual net decrease.

5.7. Owner-Initiated Changes.

Without invalidating the Agreement and without notice to any Surety, Owner may, at any time, order additions, deletions or revisions in the Work. These will be authorized by a written amendment, a Field Directive, a Change Order, or a Work Directive Change, as the case may be. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided). A Work Directive Change may not change the Contract Sum or the Contract Time; but is evidence that the parties expect that the change directed or documented by a Work Directive Change will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Sum or Contract Time.

5.8. Unauthorized Work.

Contractor shall not be entitled to an increase in the Contract Sum or an extension of the Contract Time with respect to any Work performed that is not required by the Contract Documents.

5.9. Defective Work.

Owner and Contractor shall execute appropriate Change Orders (or written amendments) covering changes in the Work which are ordered by Owner, or which may be required because of acceptance of defective Work, without adjustment to the Contract Sum.

5.10. Estimates for Changes.

At any time, Architect/Engineer may request a quotation from Contractor for a proposed change in the Work. Within seven (7) calendar days after receipt or sooner should contract schedule so demand, Contractor shall submit a written and detailed proposal for an increase or decrease in the Contract Sum or Contract Time for the proposed change. Architect/Engineer shall have seven (7) calendar days after receipt of the detailed proposal to respond in writing. The proposal shall include an itemized estimate of all costs and time for performance that will result directly or indirectly from the proposed change. Unless otherwise directed, itemized estimates shall be in sufficient detail to reasonably permit an analysis by Architect/Engineer of all material, labor, equipment, subcontracts, overhead costs and fees, and shall cover all Work involved in the change, whether such Work was deleted, added, changed or impacted. Notwithstanding the request for quotation, Contractor shall carry on the Work and maintain the progress schedule. Delays in the submittal of the written and detailed proposal will be considered non-prejudicial.

5.11. Form of Proposed Changes.

The form of all submittals, notices, Change Orders and other documents permitted or required to be used or transmitted under the Contract Documents shall be determined by the Owner. Standard Owner forms shall be utilized.

5.12. Changes to Contract Time.

The Contract Time may only be changed pursuant to a Change Order or a written amendment to the Contract Documents. Any claim for an extension or shortening of the Contract Time shall be based on written notice delivered by the party making the claim to the other party. Notice of the extent of the claim with supporting data shall be delivered within fifteen (15) days from detection or beginning of such occurrence and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled to because of the occurrence of said event. The Contract time will be extended in an amount equal to time lost due to delays beyond the control of Contractor. Such delays shall include, but not be limited to, acts or neglect by Owner or others performing additional Work; or to fires, floods, epidemics, abnormal weather conditions or acts of God. Failure to deliver a written notice of claim within the requisite 15-day period shall constitute a waiver of the right to pursue said claim.

ARTICLE VI ROLE OF ARCHITECT/ENGINEER

6.1. General.

- A. Retaining. The Owner shall retain an Architect/Engineer (whether an individual or an entity) lawfully licensed to practice in Florida. That person or entity is identified as the Architect/Engineer in the Agreement and is referred to throughout the Contract Documents as if singular in number.
- B. Duties. Duties, responsibilities and limitations of authority of the Architect/Engineer as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner and Architect/Engineer. Consent shall not be unreasonably withheld.
- C. Termination. If the employment of the Architect/Engineer is terminated, the Owner shall employ a successor Architect/Engineer as to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect/Engineer.

6.2. Administration.

The Architect/Engineer will provide administration of the Agreement as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect/Engineer approves the final Application for Payment. The Architect/Engineer will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

- A. Site Visits. The Architect/Engineer will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work complete, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. Unless specifically instructed by Owner, the Architect/Engineer will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect/Engineer will not have control over,

charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

- B. Reporting. Based on the site visits, the Architect/Engineer will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect/Engineer will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect/Engineer will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

6.3. Interpretation of Project Plans and Specifications.

The Architect/Engineer will be the interpreter of the requirements of the Project Plans and Specifications. Upon receipt of comments or objections by Contractor or Owner, the Architect/Engineer will make decisions on all claims, disputes, or other matters pertaining to the interpretation of the Project Plans and Specifications.

6.4. Rejection of Non-Conforming Work.

Upon consultation with Owner, the Architect/Engineer shall have the authority to reject Work which does not conform to the Project Plans and Specifications.

6.5. Correction of Work.

The Contractor shall promptly correct all Work rejected by the Architect/Engineer for being defective or as failing to conform to the Project Plans and Specifications, whether observed before or after the Substantial Completion Date and whether or not fabricated, installed, or completed. The Contractor shall bear all costs of correcting such rejected Work, including compensation for Architect/Engineer's additional services made necessary thereby.

6.6. Timely Performance of Architect/Engineer.

The Contractor shall identify which requests for information or response from the Architect/Engineer have the greatest urgency and those items which require prioritizing in response by the Architect/Engineer. The Contractor shall also identify the preferred time period for response and shall request a response time which is reasonably and demonstrably related to the needs of the Project and Contractor. If Architect/Engineer claims that Contractor's expectations for a response are unreasonable, Owner shall require Architect/Engineer to communicate such claim to Contractor in writing together with the specific time necessary to respond and the date upon which such response will be made. If Contractor believes that Architect/Engineer is not providing timely services or responses, Contractor shall notify Owner of same in writing not less than two (2) weeks before Contractor believes performance or response time from Architect/Engineer is required without risk of delaying the Project.

ARTICLE VII OWNER'S RIGHTS AND RESPONSIBILITIES

7.1. Project Site; Title.

The Owner shall provide the lands upon which the Work under the Contract Documents is to be done, except that the Contractor shall provide all necessary additional land required for the erection of temporary construction facilities and storage of his materials, together with right of access to same. The Owner hereby represents to the Contractor that it currently has and will maintain up through and including the Substantial Completion Date, good title to all of the real property constituting the Project Site. Owner agrees to resolve, at its expense, any disputes relating to the ownership and use of the Project Site which might arise during construction.

7.2. Project Plans and Specifications; Architect/Engineer.

The parties hereto acknowledge and agree that Owner has previously entered into an agreement with Architect/Engineer. Pursuant to the terms of such agreement, the Architect/Engineer, as an agent and representative of Owner, is responsible for the preparation of Project Plans and Specifications which consist of drawings, specifications, and other documents setting forth in detail the requirements for the construction of the Project. All such Project Plans and Specifications shall be provided either by Owner or the Architect/Engineer, and Contractor shall be under no obligation to provide same and shall be entitled to rely upon the accuracy and completeness of the Project Plans and Specifications provided by the Architect/Engineer and all preliminary drawings prepared in connection therewith. The Contractor will be furnished a reproducible set of all drawings and specifications reasonably necessary for the performance of Contractor's services hereunder and otherwise ready for printing. The Contractor shall be notified of any written modification in the agreement between Owner and Architect/Engineer.

7.3. Surveys; Soil Tests and Other Project Site Information.

Owner shall be responsible for providing a legal description and certified land survey of the Project Site in a form and content and with such specificity as may be required by the Architect/Engineer and Contractor to perform their services. To the extent deemed necessary by Owner and Architect/Engineer, and solely at Owner's expense, Owner may or direct Contractor to engage the services of a geotechnical consultant to perform test borings and other underground soils testing as may be deemed necessary by the Architect/Engineer or the Contractor. Contractor shall not be obligated to provide such boundary, tree / vegetation surveys or soil tests unless directed by Owner to do so and is properly compensated for same, and shall be entitled to rely upon the accuracy and completeness of the information provided; subject, however, to the provisions of Section 2.4.S hereof. Owner shall provide Contractor, as soon as reasonably possible following the execution of the Contract Documents, all surveys or other survey information in its possession describing the physical characteristics of the Project Site, together with soils reports, subsurface investigations, utility locations, deed restrictions, easements, and legal descriptions then in its possession or control. Upon receipt of all surveys, soils tests, and other Project Site information, Contractor shall promptly advise Owner of any inadequacies in such information and of the need for any additional surveys, soils or subsoil tests. In performing this Work, Contractor shall use the standard of care of experienced contractors and will use its best efforts timely to identify all problems or omissions. Owner shall not be responsible for any delay or damages to the Contractor for any visible or disclosed site conditions or disclosed deficiencies in the Project Site which should have been identified by Contractor and corrected by Owner prior to the execution of the Contract Documents.

7.4. Information; Communication; Coordination.

The Owner's Project Representative shall examine any documents or requests for information submitted by the Contractor and shall advise Contractor of Owner's decisions pertaining thereto within a reasonable period of time to avoid unreasonable delay in the progress of the Contractor's services.

Contractor shall indicate if any such documents or requests warrant priority consideration. However, decisions pertaining to approval of the Project Schedule as it relates to the date of Substantial Completion, the Project Cost, Contractor's compensation, approving or changing the Contract Sum shall only be effective when approved by Owner in the form of a written Change Order or amendment to the Contract Documents. Owner reserves the right to designate a different Owner's Project Representative provided Contractor is notified in writing of any such change. Owner and Architect/Engineer may communicate with Subcontractors, materialmen, laborers, or suppliers engaged to perform services on the Project, but only for informational purposes. Neither the Owner nor the Architect/Engineer shall attempt to direct the Work of or otherwise interfere with any Subcontractor, materialman, laborer, or supplier, or otherwise interfere with the Work of the Contractor. Owner shall furnish the data required of Owner under the Contract Documents promptly.

7.5. Governmental Body.

The Contractor recognizes that the Owner is a governmental body with certain procedural requirements to be satisfied. The Contractor has and will make reasonable allowance in its performance of services for such additional time as may be required for approvals and decisions by the Owner and any other necessary government agency.

7.6. Pre-Completion Acceptance.

The Owner shall have the right to take possession of and use any completed portions of the Work, although the time for completing the entire Work or such portions may not have expired, but such taking possession and use shall not be deemed an acceptance of any Work not completed in accordance with the Contract Documents.

7.7. Ownership and Use of Drawings, Specifications and Other Instruments of Service.

- 1) The Architect/Engineer and the Architect/Engineer's consultants shall be deemed the authors and owners of their respective instruments of service, including the Project Plans and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the instruments of service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect/Engineer's or Architect/Engineer's consultants' reserved rights.
- 2) The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the drawings and specifications provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Project Plans and Specifications or other instruments of service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the drawings or specifications on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect/Engineer and the Architect/Engineer's consultants.

7.8. Owner's Project Representative.

Owner's Project Representative is Owner's Agent, who will act as directed by and under the supervision of the Owner, and who will confer with Owner/Architect/Engineer regarding his actions. The Owner's

Project Representative's dealings in matters pertaining to the on-site Work shall, in general, be only with the Owner/Architect/Engineer and Contractor and dealings with Subcontractors shall only be through or with the full knowledge of Contractor.

A. Responsibilities. Except as otherwise instructed in writing by Owner, the Owner's Project Representative will:

- 1) Attend preconstruction conferences; arrange a schedule of progress meetings and other job conferences as required in consultation with Owner/Architect/Engineer and notify those expected to attend in advance; and attend meetings and maintain and circulate copies of minutes thereof;
- 2) Serve as Owner/Architect/Engineer's liaison with Contractor, working principally through Contractor's superintendent, to assist in understanding the intent of the Contract Documents. As requested by Owner/Architect/Engineer, assist in obtaining additional details or information when required at the job site for proper execution of the Work;
- 3) Report to Owner/Architect/Engineer whenever he believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents;
- 4) Accompany visiting inspectors representing public or other agencies having jurisdiction over the project; record the outcome of these inspections and report to Owner/Architect/Engineer;
- 5) In concert with Owners Project Manager, review applications for payment with Contractor for compliance with the established procedure for their submission and forward them with recommendations to Owner/Architect/Engineer; and
- 6) Perform those duties as set forth elsewhere within the Contract Documents.

B. Limitations. Except upon written instructions of Owner, Owner's Project Representative shall not:

- 1) Authorize any deviation from the Contract Documents or approve any substitute materials or equipment;
- 2) Exceed limitations on Owner/Architect/Engineer's authority as set forth in the Contract Documents;
- 3) Undertake any of the responsibilities of Contractor, Subcontractors or Contractor's superintendent, or expedite the Work;
- 4) Advise on or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the Contract Documents;
- 5) Advise on or issue directions as to safety precautions and programs in connection with the Work;

- 6) Authorize Owner to occupy the project in whole or in part; or
- 7) Participate in specialized field or laboratory tests other than notifying Owner and Architect of said inspections and assuring access to inspectors if required.

ARTICLE VIII RESOLUTION OF DISAGREEMENTS; CLAIMS FOR COMPENSATION

8.1. Owner to Decide Disputes.

The Owner shall reasonably decide all questions and disputes (with the exception of matters pertaining to the interpretation of the Project Plans and Specifications which shall be resolved by the Architect/Engineer pursuant to Section 6.3) that may arise in the execution and fulfillment of the services provided for under the Contract Documents, in accordance with the Procurement Ordinance.

8.2. Finality.

The decision of the Owner upon all claims, questions, disputes and conflicts shall be final and conclusive, and shall be binding upon all parties to the Contract Documents, subject to judicial review as provided in Section 8.5 below.

8.3. No Damages for Delay.

If at any time Contractor is delayed in the performance of Contractor's responsibilities under the Contract Documents as the result of a default or failure to perform in a timely manner by Owner or Owner's agents or employees, Contractor shall not be entitled to any damages except for compensation specifically authorized in Article III. Contractor's sole remedy will be a right to extend the time for performance. Nothing herein shall preclude Contractor from any available remedy against any responsible party other than Owner. Contractor shall be responsible for liquidated damages for delay if otherwise provided for in the Contract Documents.

8.4. Permitted Claims Procedure.

Where authorized or permitted under the Contract Documents, all claims for additional compensation by Contractor, extensions of time affecting the Substantial Completion Date, for payment by the Owner of costs, damages or losses due to casualty, Force Majeure, Project Site conditions or otherwise, shall be governed by the following:

- 1) All claims must be submitted as a request for Change Order in the manner as provided in Article V.
- 2) The Contractor must submit a notice of claim to Owner's Project Representative and to the Architect/Engineer within fifteen (15) days of the beginning of such occurrence. Failure to submit a claim within the requisite 15-day period shall constitute a waiver of the right to pursue said claim.
- 3) Within twenty (20) days of submitting its notice of claim, the Contractor shall submit to the Owner's Project Representative its request for Change Order, which shall include a written statement of all details of the claim, including a description of the Work affected.

- 4) After receipt of a request for Change Order, the Owner's Project Representative, in consultation with the Architect/Engineer, shall deliver to the Contractor, within twenty (20) days after receipt of request, its written response to the claim.
- 5) In the event the Owner and Contractor are unable to agree on the terms of a Change Order, the Owner shall have the option to instruct the Contractor to proceed with the Work. In that event, the Owner shall pay for those parts of the Work, the scope and price of which are not in dispute. The balance of the disputed items in the order to proceed will be resolved after completion of the Work, based upon completed actual cost. The Contractor shall have the right to stop Change Order Work if disputed change order amounts exceed 1% of the Guaranteed Maximum Price.
- 6) The rendering of a decision by Owner with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment) will be a condition precedent to any exercise by Owner or Contractor of such right or remedies as either may otherwise have under the Contract Documents or by laws or regulations in respect of any such claim, dispute or other matter.

8.5. Contract Claims and Disputes.

After completion of the process set forth in Section 8.4 above, any unresolved dispute under this Agreement shall be decided by the Purchasing Official in accordance with Section 2-26-63 of the City of Aventura Code of Laws, subject to an administrative hearing process as provided in Section 2-26-64. The decision of the hearing officer in accordance with Section 2-26-64 of the City of Aventura Code of Laws shall be the final and conclusive decision subject to exclusive judicial review in circuit court by a petition for certiorari.

8.6. Claims for Consequential Damages.

The Contractor and Owner waive claims against each other for consequential damages arising out of or relating to this Agreement. This mutual waiver includes:

- 1) damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons, unless any of such damages or losses are covered by insurance placed by the Contractor; and
- 2) damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article XIV. Nothing contained in this Section 8.6 shall be deemed to preclude assessment of liquidated direct damages, when applicable, in accordance with the requirements of the Contract Documents.

ARTICLE IX INDEMNITY

9.1. Indemnity.

- A. Indemnification Generally. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect/Engineer, Architect/Engineer's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 9.1.
- B. Indemnification; Enforcement Actions. The Contractor's duty to indemnify and hold harmless the Owner in Section 9.1 above shall extend to fines, penalties and costs incurred by the Owner as related to any enforcement action taken by local, state, regional or federal regulatory entities. The Owner may deduct any of such fines, penalties and costs as described in this Section from any unpaid amounts then or thereafter due the Contractor under the Contract Documents. Any of such fines, penalties and costs not so deducted from any unpaid amounts due the Contractor shall be payable to the Owner at the demand of the Owner, together with interest from the date of the demand at the maximum allowable rate.
- C. Claims by Employees. In claims against any person or entity indemnified under this Section 9.1 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 9.1.A. shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

9.2. Duty to Defend.

The Contractor shall defend the Owner in any action, lawsuit, mediation or arbitration arising from the alleged negligence, recklessness or intentionally wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of the Work. Notwithstanding any other provisions within this Article IX, so long as Contractor, through its own counsel, performs its obligation to defend the Owner pursuant to this Section, Contractor shall not be required to pay the Owner's costs associated with the Owner's participation in the defense.

ARTICLE X ACCOUNTING RECORDS; OWNERSHIP OF DOCUMENTS

10.1. Accounting Records.

Records of expenses pertaining to all services performed shall be kept in accordance with generally accepted accounting principles and procedures.

10.2. Inspection and Audit.

The Contractor's records shall be open to inspection and subject to examination, audit, and/or reproduction during normal working hours by the Owner's agent or authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims

submitted by the Contractor or any of its payees during the performance of the Work. These records shall include, but not be limited to, accounting records, written policies and procedures, Subcontractor files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, Change Order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to the Contract Documents. They shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with the Contract Documents. For such audits, inspections, examinations and evaluations, the Owner's agent or authorized representative shall have access to said records from the effective date of the Contract Documents, for the duration of Work, and until three (3) years after the date of final payment by the Owner to the Contractor pursuant to the Contract Documents.

10.3. Access.

The Owner's agent or authorized representative shall have access to the Contractor's facilities and all necessary records to conduct audits in compliance with this Article. The Owner's agent or authorized representative shall give the Contractor reasonable advance notice of intended inspections, examinations, and/or audits.

10.4. Ownership of Documents.

Upon obtainment of Substantial Completion or termination of the Agreement, all records, documents, tracings, plans, specifications, maps, evaluations, reports, transcripts and other technical data, other than working papers, prepared or developed by the Contractor shall be delivered to and become the property of the Owner. The Contractor at its own expense may retain copies for its files and internal use.

ARTICLE XI PUBLIC CONTRACT LAWS

11.1. Equal Opportunity Employment.

- A. Employment. The Contractor shall not discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, disability or age, and will take affirmative action to ensure that all employees and applicants are afforded equal employment opportunities without discrimination because of race, creed, sex, color, national origin, disability or age. Such action will be taken with reference to, but shall not be limited to, recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of training or retraining, including apprenticeship and on-the-job training.
- B. Participation. No person shall, on the grounds of race, creed, sex, color, national origin, disability or age, be excluded from participation in, be denied the proceeds of, or be subject to discrimination in the performance of the Agreement.

11.2. Immigration Reform and Control Act of 1986.

Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, located at 8 U.S.C. Section 1324, et seq., and regulations relating thereto. Failure to comply with the above statutory provisions shall be considered a material breach and shall be grounds for immediate termination of this Agreement.

11.3. No Conflict of Interest.

The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement.

- A. No Interest in Business Activity. By accepting award of this Agreement, the Contractor, which shall include its directors, officers and employees, represents that it presently has no interest in and shall acquire no interest in any business or activity which would conflict in any manner with the performance of services required hereunder, including without limitation as described in the Contractor's own professional ethical requirements. An interest in a business or activity which shall be deemed a conflict includes but is not limited to direct financial interest in any of the material and equipment manufacturers, suppliers, distributors, or contractors who will be eligible to supply material and equipment for the Project for which the Contractor is furnishing its services required hereunder.
- B. No Appearance of Conflict. The Contractor shall not knowingly engage in any contractual or professional obligations that create an appearance of a conflict of interest with respect to the services provided pursuant to the Agreement. The Contractor has provided the Affidavit of No Conflict, incorporated into the Contract Documents as Exhibit "C", as a material inducement for Owner entering the Agreement. If, in the sole discretion of the City Manager or designee, a conflict of interest is deemed to exist or arise during the term of this Agreement, the City Manager or designee may cancel this Agreement, effective upon the date so stated in a written notice of cancellation, without penalty to the Owner.

11.4. Truth in Negotiations.

By execution of the Contract Documents, the Contractor certifies to truth-in-negotiations and that wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting. Further, the original Contract Sum and any additions thereto shall be adjusted to exclude any significant sums where the Owner determines the Contract Sum was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. Such adjustments must be made within one (1) year after final payment to the Contractor.

11.5. Public Entity Crimes.

The Contractor is directed to the Florida Public Entity Crimes Act, Section 287.133, Florida Statutes, specifically section 2(a), and the Owner's requirement that the Contractor comply with it in all respects prior to and during the term of the Agreement.

ARTICLE XII FORCE MAJEURE, FIRE OR OTHER CASUALTY

12.1. Force Majeure.

- A. Unavoidable Delays. Delays in any performance by any party contemplated or required hereunder due to fire, flood, sinkhole, earthquake or hurricane, acts of God, unavailability of materials, equipment or fuel, war, declaration of hostilities, revolt, civil strife, altercation or commotion, strike, labor dispute, or epidemic, archaeological excavation, lack of or failure of transportation facilities, or any law, order, proclamation, regulation, or ordinance of any government or any

subdivision thereof, or for any other similar cause to those enumerated, beyond the reasonable control and which with due diligence could not have been reasonably anticipated, shall be deemed to be events of Force Majeure and any such delays shall be excused. In the event such party is delayed in the performance of any Work or obligation pursuant to the Contract Documents for any of the events of Force Majeure stated in this Section 12.1, the date for performance required or contemplated by the Contract Documents shall be extended by the number of calendar days such party is actually delayed.

- B. **Concurrent Contractor Delays.** If a delay is caused for any reason provided in Section 12.1.A. and during the same time period a delay is caused by Contractor, the date for performance shall be extended as provided in 12.1.A. but only to the extent the time is or was concurrent.
- C. **Notice; Mitigation.** The party seeking excuse for nonperformance based on Force Majeure shall give written notice to the Owner, if with respect to the Contractor, or to the Contractor if with respect to the Owner, specifying its actual or anticipated duration. Each party seeking excuse from nonperformance based on Force Majeure shall use its best efforts to rectify any condition causing a delay and will cooperate with the other party, except that neither party shall be obligated to incur any unreasonable additional costs and expenses to overcome any loss of time that has resulted.

12.2. Casualty; Actions by Owner and Contractor.

During the construction period, if the Project or any part thereof shall have been damaged or destroyed, in whole or in part, the Contractor shall promptly make proof of loss; and Owner and Contractor shall proceed promptly to collect, or cause to be collected, all valid claims which may have arisen against insurers or others based upon such damage or destruction. The Contractor shall diligently assess the damages or destruction and shall prepare an estimate of the cost, expenses, and other charges, including normal and ordinary compensation to the Contractor, necessary for reconstruction of the Project substantially in accordance with the Project Plans and Specifications. Within fifteen (15) days following satisfaction of the express conditions described in subsections (1), (2) and (3) below, the Contractor covenants and agrees diligently to commence reconstruction and to complete the reconstruction or repair of any loss or damage by fire or other casualty to the Project to substantially the same size, floor area, cubic content, and general appearance as prior to such loss or damage:

- 1) Receipt by the Owner or the trustee of the proceeds derived from collection of all valid claims against insurers or others based upon such damage or destruction, and receipt of other sums from any source such that the funds necessary to pay the Project Cost and any additions to the Project Cost necessitated for repair or reconstruction are available;
- 2) Written agreement executed by the Contractor and the Owner, by amendment to the Contract Documents or otherwise, authorizing and approving the repair or reconstruction and any additions to the Project Cost necessitated thereby, including any required adjustment to the Contract Sum; and
- 3) Final approval by the Owner of the Project Plans and Specifications for such repair or reconstruction and issuance of any required building permit.

12.3. Approval of Plans and Specifications.

The Owner agrees to approve the plans and specifications for such reconstruction or repair if the reconstruction or repair contemplated by such plans and specifications is economically feasible, and will restore the Project, or the damaged portion thereof, to substantially the same condition as prior to such loss or damage, and such plans and specifications conform to the applicable laws, ordinances, codes, and regulations. The Owner agrees that all proceeds of any applicable insurance or other proceeds received by the Owner or the Contractor as a result of such loss or damage shall be used for payment of the costs, expenses, and other charges of the reconstruction or repair of the Project.

12.4. Notice of Loss or Damage.

The Contractor shall promptly give the Owner written notice of any significant damage or destruction to the Project, defined as loss or damage which it is contemplated by Contractor will increase the Contract Sum or extend the Substantial Completion Date, stating the date on which such damage or destruction occurred, the then expectations of Contractor as to the effect of such damage or destruction on the use of the Project, and the then proposed schedule, if any, for repair or reconstruction of the Project. Loss or damage which the Contractor determines will not affect the Contract Sum or Substantial Completion Date will be reported to Owner and Architect/Engineer immediately, and associated corrective actions will be undertaken without delay.

ARTICLE XIII REPRESENTATIONS, WARRANTIES AND COVENANTS

13.1. Representations and Warranties of Contractor.

The Contractor represents and warrants to the Owner each of the following.

- A. The Contractor is a construction company, organized under the laws of the State of Florida, authorized to transact business in the State of Florida, with Michael Geary as the primary qualifying agent. Contractor has all requisite power and authority to carry on its business as now conducted, to own or hold its properties, and to enter into and perform its obligations hereunder and under each instrument to which it is or will be a party, and is in good standing in the State of Florida.
- B. Each Contract Document to which the Contractor is or will be a party constitutes, or when entered into will constitute, a legal, valid, and binding obligation of the Contractor enforceable against the Contractor in accordance with the terms thereof, except as such enforceability may be limited by applicable bankruptcy, insolvency, or similar laws from time to time in effect which affect creditors' rights generally and subject to usual equitable principles in the event that equitable remedies are involved.
- C. There are no pending or, to the knowledge of the Contractor, threatened actions or proceedings before any court or administrative agency, within or without the State of Florida, against the Contractor or any partner, officer, or agent of the Contractor which question the validity of any document contemplated hereunder, or which are likely in any case, or in the aggregate, to materially adversely affect the consummation of the transactions contemplated hereunder, or materially adversely affect the financial condition of the Contractor.
- D. The Contractor has filed or caused to be filed all federal, state, local, or foreign tax returns, if any, which were required to be filed by the Contractor, and has paid, or caused to be paid, all taxes shown to be due and payable on such returns or on any assessments levied against the Contractor.

- E. Neither Contractor nor any agent or person employed or retained by Contractor has acted fraudulently or in bad faith or in violation of any statute or law in the procurement of this Agreement.
- F. The Contractor shall timely fulfill or cause to be fulfilled all of the terms and conditions expressed herein which are within the control of the Contractor or which are the responsibility of the Contractor to fulfill. The Contractor shall be solely responsible for the means and methods of construction.
- G. It is recognized that neither the Architect/Engineer, the Contractor, nor the Owner has control over the cost of labor, materials, or equipment, over a Subcontractor's methods of determining bid prices, or over competitive bidding, market, or negotiating conditions.
- H. During the term of the Contract Documents, and the period of time that the obligations of the Contractor under the Contract Documents shall be in effect, the Contractor shall cause to occur and to continue to be in effect those instruments, documents, certificates, and events contemplated by the Contract Documents that are applicable to, and the responsibility of, the Contractor.
- I. The Contractor shall assist and cooperate with the Owner and shall accomplish the construction of the Project in accordance with the Contract Documents and the Project Plans and Specifications, and will not knowingly violate any laws, ordinances, rules, regulations, or orders that are or will be applicable thereto.
- J. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective, and that Owner, representatives of Owner, and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspecting and testing. Contractor shall give Architect/Engineer timely notice of readiness of the Work for all required approvals and shall assume full responsibility, including costs, in obtaining required tests, inspections, and approval certifications and/or acceptance, unless otherwise stated by Owner.
- K. If any Work (including Work of others) that is to be inspected, tested, or approved is covered without written concurrence of Architect/Engineer, it must, if requested by Architect/Engineer, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given Architect/Engineer timely notice of Contractor's intention to cover the same and Architect/Engineer has not acted with reasonable promptness in response to such notice. Neither observations by Architect/Engineer nor inspections, tests, or approvals by others shall relieve Contractor from Contractor's obligations to perform the Work in accordance with the Contract Documents.
- L. If the Work is defective, or Contractor fails to supply sufficient skilled workers, or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof and terminate payments to the Contractor until the cause for such order has been eliminated. Contractor shall bear all direct, indirect and consequential costs for satisfactory

reconstruction or removal and replacement with non-defective Work, including, but not limited to fees and charges of Architect/Engineers, attorneys and other professionals and any additional expenses experienced by Owner due to delays to other Contractors performing additional Work and an appropriate deductive change order shall be issued. Contractor shall further bear the responsibility for maintaining the schedule and shall not be entitled to an extension of the Contract Time or the recovery of delay damages due to correcting or removing defective Work.

- M. If Contractor fails within seven (7) days after written notice to correct defective Work, or fails to perform the Work in accordance with the Contract Documents, or fails to comply with any other provision of the Contract Documents, Owner may correct and remedy any such deficiency to the extent necessary to complete corrective and remedial action. Owner may temporarily exclude Contractor from all or part of the site, temporarily take possession of all or part of the Work, Contractor's tools, construction equipment and machinery at the site or for which Owner has paid Contractor but which are stored elsewhere, all for such duration as is reasonably necessary to correct the deficiency. All direct and indirect costs of Owner in exercising such rights and remedies will be charged against Contractor in an amount approved as to reasonableness by Architect/Engineer and a Change Order will be issued incorporating the necessary revisions.
- N. If within one (1) year after the Substantial Completion Date or such longer period of time as may be prescribed by laws or regulations or by the terms of any applicable special guarantee required by the Contract Documents, any Work is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions, either correct such defective Work or if it has been rejected by Owner, remove it from the site and replace it with non-defective Work. If Contractor does not promptly comply with the terms of such instruction, Owner may have the defective Work corrected/removed and all direct, indirect and consequential costs of such removal and replacement will be paid by Contractor. Failing payment by the Contractor and notwithstanding any other provisions of the Contract Documents to the contrary, Owner shall have the right to bring a direct action in the Circuit Court to recover such costs.

13.2. Representations of the Owner.

To the extent permitted by law, the Owner represents to the Contractor that each of the following statements is presently true and accurate:

- A. The Owner is a validly existing political subdivision of the State of Florida.
- B. The Owner has all requisite corporate or governmental power and authority to carry on its business as now conducted and to perform its obligations under the Contract Documents and each Contract Document contemplated hereunder to which it is or will be a party.
- C. The Contract Documents and each Contract Document contemplated hereby to which the Owner is or will be a party has been duly authorized by all necessary action on the part of, and has been or will be duly executed and delivered by, the Owner, and neither the, execution and delivery thereof nor compliance with the terms and provisions thereof or hereof: (a) requires the approval and consent of any other person or party, except such as have been duly obtained or as are specifically noted herein; (b) contravenes any existing law, judgment, governmental rule, regulation or order applicable to or binding on the Owner; or (c) contravenes or results in any breach of, default under, or result in the creation of any lien or encumbrance upon the Owner

under any indenture, mortgage, deed of trust, bank loan, or credit agreement, the charter, ordinances, resolutions, or any other agreement or instrument to which the Owner is a party, specifically including any covenants of any bonds, notes, or other forms of indebtedness of the Owner outstanding on the date of the Contract Documents.

- D. The Contract Documents and each document contemplated hereby to which the Owner is or will be a party constitutes, or when entered into will constitute, a legal, valid, and binding obligation of the Owner enforceable against the Owner in accordance with the terms thereof, except as such enforceability may be limited by applicable bankruptcy, insolvency, or similar laws from time to time in effect which affect creditors' rights generally, and subject to usual equitable principles in the event that equitable remedies are involved.
- E. There are no pending or, to the knowledge of the Owner, threatened actions or proceedings before any court or administrative agency against the Owner which question the validity of the Contract Documents or any document contemplated hereunder, or which are likely in any case or in the aggregate to materially adversely affect the consummation of the transactions contemplated hereunder or the financial or corporate condition of the Owner.
- F. The Owner shall use due diligence to timely fulfill or cause to be fulfilled all of the conditions expressed in the Contract Documents which are within the control of the Owner or which are the responsibility of the Owner to fulfill.
- G. During the pendency of the Work and while the obligations of the Owner under the Contract Documents shall be in effect, the Owner shall cause to occur and to continue to be in effect and take such action as may be necessary to enforce those instruments, documents, certificates and events contemplated by the Contract Documents that are applicable to and the responsibility of the Owner.
- H. The Owner shall assist and cooperate with the Contractor in accomplishing the construction of the Project in accordance with the Contract Documents and the Project Plans and Specifications, and will not knowingly violate any laws, ordinances, rules, regulations, orders, contracts, or agreements that are or will be applicable thereto or, to the extent permitted by law, enact or adopt any resolution, rule, regulation, or order, or approve or enter into any contract or agreement, including issuing any bonds, notes, or other forms of indebtedness, that will result in the Contract Documents or any part thereof, or any other instrument contemplated by and material to the timely and effective performance of a party's obligations hereunder, to be in violation thereof.

ARTICLE XIV TERMINATION AND SUSPENSION

14.1. Termination for Cause by Owner.

This Agreement may be terminated by Owner upon written notice to the Contractor should Contractor fail substantially to perform a material obligation in accordance with the terms of the Contract Documents through no fault of the Owner. In the event Owner terminates for cause and it is later determined by a court of competent jurisdiction that such termination for cause was not justified, then in such event such termination for cause shall automatically be converted to a termination without cause pursuant to Section 14.2.

- A. Nonperformance. If the Contractor fails to timely perform any of its obligations under the Contract Documents, including any obligation the Contractor assumes to perform Work with its own forces, or if it persistently or repeatedly refuses or fails, except in case for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or fails, without being excused, to maintain an established schedule (failure to maintain schedule shall be defined as any activity on the critical path that falls thirty (30) days or more behind schedule) which has been adopted by the Construction Team, or it fails to make prompt payment to Subcontractors for materials or labor, or disregards laws, rules, ordinances, regulations, or orders of any public authority having jurisdiction, or otherwise is guilty of substantial violations of the Agreement the Owner may, after seven (7) days written notice, during which period the Contractor fails to perform such obligation, make good such deficiencies and perform such actions. The Contract Sum shall be reduced by the cost to the Owner of making good such deficiencies, and the Contractor's compensation shall be reduced by an amount required to manage the making good of such deficiencies. Provided, however, nothing contained herein shall limit or preclude Owner from pursuing additional damages from Contractor because of its breach.
- B. Insolvency. If the Contractor is adjudged bankrupt, or if it makes a general assignment for the benefit of its creditors, or if a receiver is appointed because its insolvency, then the Owner may, without prejudice to any other right or remedy, and after giving the Contractor and its surety, if any, fourteen (14) days written notice, and during which period the Contractor fails to cure the violation, terminate the Agreement. In such case, the Contractor shall not be entitled to receive any further payment. Owner shall be entitled to recover all costs and damages arising because of failure of Contractor to perform as provided in the Contract Documents, as well as reasonable termination expenses, and costs and damages incurred by the Owner may be deducted from any payments left owing the Contractor.
- C. Illegality. Owner may terminate the Agreement if Contractor disregards laws or regulations of any public body having jurisdiction.
- D. Rights of Owner. The Owner may, after giving Contractor (and the surety, if there is one) seven (7) days written notice, terminate the services of Contractor for cause; exclude Contractor from the Project Site and take possession of the Work and of all Contractor's tools, construction equipment and machinery at the Project Site and use the same to the full extent they could be used (without liability to Contractor for trespass or conversion); incorporate in the Work all materials and equipment stored at the Project Site or for which Owner has paid Contractor but which are stored elsewhere, and finish the Work as Owner may deem expedient. In such case, Contractor shall not be entitled to receive any further payment beyond an amount equal to the value of material and equipment not incorporated in the Work, but delivered and suitably stored, less the aggregate of payments previously made. If the direct and indirect costs of completing the Work exceed the unpaid balance of the Contract Sum, Contractor shall pay the difference to Owner. Such costs incurred by Owner shall be verified by Owner in writing; but in finishing the Work, Owner shall not be required to obtain the lowest quote for the Work performed. Contractor's obligations to pay the difference between such costs and such unpaid balance shall survive termination of the Agreement. In such event and notwithstanding any other provisions of the Contract Documents to the contrary, Owner shall be entitled to bring a direct action in the Circuit Court to recover such costs.

14.2. Termination without Cause by Owner.

The Owner, through its City Manager or designee, shall have the right to terminate the Agreement, in whole or in part, without cause upon sixty (60) calendar days' written notice to the Contractor. In the event of such termination for convenience, the Owner shall compensate Contractor for payments due through the date of termination, and one subsequent payment to cover costs of Work performed through the date of termination, subject to the terms and conditions of Section 3.1. The Contractor shall not be entitled to any other further recovery against the Owner, including, but not limited to, anticipated fees or profit on Work not required to be performed, or consequential damages or costs resulting from such termination.

- A. Release of Contractor. As a condition of Owner's termination rights provided for in this subsection, Contractor shall be released and discharged from all obligations arising by, through, or under the terms of the Contract Documents, and the Payment and Performance Bond shall be released. Owner shall assume and become responsible for the reasonable value of Work performed by Subcontractors prior to termination plus reasonable direct close-out costs, but in no event shall Subcontractors be entitled to unabsorbed overhead, anticipatory profits, or damages for early termination.
- B. Waiver of Protest. Contractor hereby waives any right to protest the exercise by Owner of its rights under this Section that may apply under the Procurement Ordinance.

14.3. Suspension without Cause.

Owner may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety (90) days by written notice to Contractor, which will fix the date on which Work will be resumed. Contractor shall be allowed an increase in the Contract Sum or an extension of the Contract Time, or both, directly attributable to any suspension if Contractor makes an approved claim therefor.

14.4. Termination Based Upon Abandonment, Casualty or Force Majeure.

If, after the construction commencement date (i) Contractor abandons the Project (which for purposes of this paragraph shall mean the cessation of all construction and other activities relating to the Project, excluding those which are necessary to wind down or otherwise terminate all outstanding obligations with respect to the Project, and no recommencement of same within one hundred twenty (120) days following the date of cessation), or (ii) the Project is stopped for a period of thirty (30) consecutive days due to an instance of Force Majeure or the result of a casualty resulting in a loss that cannot be corrected or restored within one hundred twenty (120) days (excluding the time required to assess the damage and complete the steps contemplated under Section 12.2), the Owner shall have the right to terminate the Agreement and pay the Contractor its compensation earned or accrued to date.

14.5. Vacation of Project Site; Delivery of Documents.

Upon termination by Owner pursuant to Section 14.2 or 14.4, Contractor shall withdraw its employees and its equipment, if any, from the Project Site on the effective date of the termination as specified in the notice of termination (which effective date shall not be less than two (2) working days after the date of delivery of the notice), regardless of any claim the Contractor may or may not have against the Owner. Upon termination, the Contractor shall deliver to the Owner all original papers, records, documents, drawings, models and other material set forth and described in the Contract Documents.

14.6. Termination by the Contractor.

If, through no act or fault of Contractor, the Work is suspended for a period of more than ninety (90) consecutive days by Owner or under an order of court or other public authority, or Owner fails to act on any Application for Payment or fails to pay Contractor any sum finally determined to be due; then Contractor may, upon fourteen (14) days written notice to Owner terminate the Agreement and recover from Owner payment for all Work executed, any expense sustained plus reasonable termination expenses. In lieu of terminating the Agreement, if Owner has failed to act on any Application for Payment or Owner has failed to make any payment as aforesaid, Contractor may upon fourteen (14) days written notice to Owner stop the Work until payment of all amounts then due.

AVENTURA CHARTER HIGH SCHOOL

Preconstruction Proposal



PRECONSTRUCTION SERVICES (Fixed Fee)

<u>Preconstruction Phase</u>	<u>Staff</u>	<u>Hours</u>	<u>Rate/HR</u>	<u>Total</u>
SCHEMATIC DESIGN				
Cost Estimate	Project Executive	50.00	\$165	\$8,250
Design Option Analysis	Preconstruction Manager	75.00	\$130	\$9,750
Constructability Input	Estimating Support	100.00	\$100	\$10,000
	Project Manager	25.00	\$125	\$3,125
SUBTOTAL				\$31,125
DESIGN DEVELOPMENT				
Cost Estimate	Project Executive	65.00	\$165	\$10,725
Design Option Analysis	Preconstruction Manager	85.00	\$130	\$11,050
Constructability Input	Estimating Support	150.00	\$100	\$15,000
Subcontractor Participation	Project Manager	30.00	\$125	\$3,750
Value Engineering	Superintendent	5.00	\$125	\$625
SUBTOTAL				\$41,150
CONSTRUCTION DOCUMENTS				
Cost Estimate	Project Executive	75.00	\$165	\$12,375
Constructability Input	Preconstruction Manager	100.00	\$130	\$13,000
Subcontractor Participation	Estimating Support	175.00	\$100	\$17,500
Value Engineering	Project Manager	50.00	\$125	\$6,250
Subcontractor Prequalification	Superintendent	15.00	\$125	\$1,875
SUBTOTAL				\$51,000
GUARANTEED MAXIMUM PRICE				
GMP Proposal Submission	Project Executive	100.00	\$165	\$16,500
Value Engineering	Preconstruction Manager	150.00	\$130	\$19,500
Subcontractor Bidding Administration	Estimating Support	225.00	\$100	\$22,500
Subcontractor Award and Procurement	Project Manager	100.00	\$125	\$12,500
	Superintendent	25.00	\$125	\$3,125
SUBTOTAL				\$74,125
GENERAL ACTIVITIES				
Design and Planning Meetings	Project Executive	150.00	\$165	\$24,750
Master Planning and Scheduling	Preconstruction Manager	250.00	\$130	\$32,500
Permit Planning and Initiation	Estimating Support	250.00	\$100	\$25,000
Subcontractor Input	Project Manager	125.00	\$125	\$15,625
Design Coordination Input	Superintendent	40.00	\$125	\$5,000
Quality Control Planning	SUBTOTAL			\$102,875
Schedule Evaluation and Preparation				
Subcontractor Outreach and Prequalification				
Site Analysis and Logistics Planning				
Establish Project Procedures				
TOTAL PRECONSTRUCTION SERVICES (Fixed Fee)				\$300,275



ADDITIONAL SERVICES (Reimbursable)

TREE SURVEY AND SELECTIVE CLEARING.....	\$27,819
Professional Surveying & Tree Identification	
Selective Clearing	
PERIMETER FENCING AND SIGNAGE.....	\$28,213
Perimeter Fencing	
Privacy Screen	
Custom Privacy Screen on NE 213th St	
General Signage	
SECURITY CAMERA.....	\$23,593
Security Monitoring	
Live Viewing	
Time Lapse	
TOTAL ADDITIONAL SERVICES (Reimbursable)	<u>\$79,625</u>
TOTAL PRECONSTRUCTION AND ADDITIONAL SERVICES	<u>\$379,900</u>

CITY OF AVENTURA
OFFICE OF THE CITY MANAGER

MEMORANDUM

TO: City Commission

FROM: Bryan Pegues, City Manager *BP*

DATE: January 9, 2026

SUBJECT: **Appointment of Parent Representative Members to the Don Soffer Aventura High School Advisory Board**

January 13, 2026 City Commission Meeting Agenda

RECOMMENDATION

It is recommended that the City Commission approve the appointment of Gimol Bentes and Eric Kane to serve as the parent representative voting members of the Don Soffer Aventura High School Advisory Board for a one-year term from September 1, 2025 through August 31, 2026.

BACKGROUND

Section 2-218 of the Aventura City Code establishes the Don Soffer Aventura High School Advisory Board, which includes two (2) voting members who must be parents of students enrolled at Don Soffer Aventura High School. These parent representative members are selected by parents of the High School students.

The City has received the official election results identifying the two parents selected by the High School parent body to serve as the parents' representative voting members on the Advisory Board. In accordance with Section 3.11 of the Aventura City Charter, the appointments to boards must be approved by the City Commission.

The individuals selected to serve as parent representative voting members for a one-year term, beginning September 1, 2025, and ending August 31, 2026, are:

- Gimol Bentes
- Eric Kane

CITY OF AVENTURA RESOLUTION NO. 2026-__

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, APPROVING THE APPOINTMENT OF PARENT REPRESENTATIVE MEMBERS TO THE DON SOFFER AVENTURA HIGH SCHOOL ADVISORY BOARD FOR A ONE-YEAR TERM; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 2-218 of the Aventura City Code provides for the creation of the Don Soffer Aventura High School Advisory Board, with two (2) voting members consisting of parents of those students enrolled in the Don Soffer Aventura High School who are selected by the parents of the High School students; and

WHEREAS, the City has received the election results of the two parents deemed to be selected by the Don Soffer Aventura High School parents; and

WHEREAS, in accordance with the provisions of Section 3.11 of the Aventura City Charter, the City Commission wishes to provide for approval of the Mayor's appointment of those members to the Don Soffer Aventura High School Advisory Board.

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

Section 1. The City Commission hereby approves the appointment by the Mayor of the following individuals to serve as the parent representative voting members of the Don Soffer Aventura High School Advisory Board for a one-year term from September 1, 2025 through August 31, 2026:

Gimol Bentes

Eric Kane

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

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

Commissioner Clifford B. Ain	_____
Commissioner Gustavo Blachman	_____
Commissioner Rachel S. Friedland	_____
Commissioner Paul A. Kruss	_____
Commissioner Cindy Orlinsky	_____
Vice Mayor Amit Bloom	_____
Mayor Howard S. Weinberg	_____

PASSED AND ADOPTED this 13th day of January, 2026.

HOWARD S. WEINBERG, ESQ.
MAYOR

ATTEST:

ELLISA L. HORVATH, MMC
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

ROBERT MEYERS
CITY ATTORNEY
WEISS SEROTA HELFMAN COLE + BIERMAN, P.L.

CITY OF AVENTURA
OFFICE OF THE CITY MANAGER

MEMORANDUM

TO: City Commission
FROM: Bryan Pegues, City Manager *BP*
DATE: January 9, 2026
SUBJECT: **Recommendation for Approval of 2025 A+ School Recognition Funds Spending Plan**

January 13, 2026 City Commission Meeting Agenda

RECOMMENDATION

It is recommended that the City Commission, serving as the Governing Board of both the Don Soffer Aventura High School (DSAHS) and the Aventura City of Excellence School (ACES), approve the proposed spending plan for the 2025 A+ School Recognition Funds.

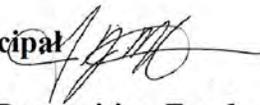
BACKGROUND

Don Soffer Aventura High School and the Aventura City of Excellence School both earned an "A" rating for the 2025 school year and were awarded A+ School Recognition Funds by the Florida Department of Education. State requirements mandate that the school's Governing Board and school staff agree on a spending plan before the distribution of these funds.

MEMORANDUM

November 19, 2025

To: Bryan Pegues, City Manager

From: Dr. Geoff McKee, Principal 

Subject: Distribution of School Recognition Funds

I am seeking DSAHS Governing Board approval for our faculty’s proposed plan to distribute the School Recognition Funds awarded to DSAHS for earning an “A” in 2025. The Florida Department of Education requires to have the advisory board, Governing Board in our case, and school staff agree upon a spending plan prior to distribution of the funds.

Here is the process through which this proposal was approved by our faculty: A committee of teachers prepared and presented three spending proposals to our staff. Here is our staff’s preferred spending proposal which we are asking the Governing Board to approve:

Proposed A+ School Recognition Funds Spending Plan: An equal share of the A+ recognition funds, \$68,327, will be distributed to 2024-2025 staff members who worked more than 18 weeks. Staff members who are no longer working at DSAHS must notify Ms. Bartley, DSAHS School Operations Administrator, no later than January 1, 2026, to receive their share of the distribution.

Position	Portion
Full Time Teachers, Administrators, Lead & Instructional Support, Non-Instructional Admin Support, Non-Instructional Operation Support Staff, Perm Subs & ½ Year Staff.	1 Unit

Thank you for your assistance with this process.



Memo

To: Bryan Pegues, City Manager
From: Dr. Andrea Floyd Beck, Principal
Date: 1/08/2026
Re: Request for Governing Board approval of Referendum Allocation

The referendum allocation for the 2025-2026 school year for Aventura City of Excellence School is \$1,795,014.24. The breakdown of the disbursement of the funds is as follows.

Estimated Security Allocation - \$255,988.88

School Resource Officer - \$17,603

Hall Monitors - \$110,197.47

School Staff - \$128,188.41

Estimated Teacher Allocation - \$1,539,025.36

Full Time Certified Traditional Teachers – 1 Unit \$20,370.95

Full Time Certified Teachers With Collaboration Classes – 1.15 Units \$23,426.59

Part Time Certified Teachers - .5 Units \$10,185.48

CITY OF AVENTURA
OFFICE OF THE CITY ATTORNEY

MEMORANDUM

TO: City Commission

FROM: Robert Meyers, City Attorney

DATE: January 9, 2026

SUBJECT: **Amending the City Manager's Employment Agreement and Approving a Salary Increase and Bonus for the Current Year**

January 13, 2026 City Commission Meeting Agenda

RECOMMENDATION

It is recommended that the City Commission adopt the attached Resolution amending the City Manager's employment agreement and granting a salary increase and bonus to the City Manager for outstanding performance during the year in review.

In the initial employment agreement between the City Commission and Bryan Pegues, the City Manager, the City authorized severance pay of sixteen weeks. Moreover, any changes to the City Manager's compensation had to be approved at a City Commission meeting by a majority vote of the City Commission.

This amendment will increase the severance payout to the City Manager if he is removed without cause to twenty weeks, the maximum amount of severance allowed by Florida law. The agreement will also be amended to allow the City Commission to approve any merit increase and/or other enhancements to his compensation package in conjunction with his annual evaluation to be approved at a duly-noticed City Commission workshop by a consensus of the City Commission members present at the workshop.

CITY OF AVENTURA RESOLUTION NO. 2026-__

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, APPROVING THE ATTACHED AMENDMENT TO THE EMPLOYMENT AGREEMENT BETWEEN THE CITY MANAGER AND THE CITY OF AVENTURA; AMENDING THE PROCESS FOR GRANTING INCREASES TO THE CITY MANAGER'S COMPENSATION; PROVIDING FOR A SALARY ADJUSTMENT AND BONUS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Employment Agreement (the "Agreement") between the City Manager ("Pegues" or "City Manager") and the City of Aventura (the "City") provides for an annual evaluation of the performance of the City Manager in accordance with Section 1.2.2 of the Agreement; and

WHEREAS, the City Commission conducted an evaluation of the City Manager's performance at the November 12, 2025 City Commission Workshop; and

WHEREAS, the City Commission desires to amend portions of the City Manager's Employment Agreement and to also grant a salary increase and one-time bonus.

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

Section 1. The Amendment to the Employment Agreement, a copy of which is attached hereto, is hereby approved and the Mayor and City Clerk are hereby authorized, in their respective capacities, to execute such Amendment to Employment Agreement on behalf of the City.

Section 2. The City Manager is hereby granted a salary increase of 6.3% and a one-time bonus of \$20,000.

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

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

Commissioner Clifford B. Ain	_____
Commissioner Gustavo Blachman	_____
Commissioner Rachel S. Friedland	_____
Commissioner Paul A. Kruss	_____
Commissioner Cindy Orlinsky	_____
Vice Mayor Amit Bloom	_____
Mayor Howard S. Weinberg	_____

PASSED AND ADOPTED this 13th day of January, 2026.

HOWARD S. WEINBERG, ESQ.
MAYOR

ATTEST:

ELLISA L. HORVATH, MMC
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

ROBERT MEYERS
CITY ATTORNEY
WEISS SEROTA HELFMAN COLE + BIERMAN, P.L.



AMENDMENT TO CITY OF AVENTURA EMPLOYMENT AGREEMENT
CITY MANAGER BRYAN PEGUES

THIS AMENDMENT TO EMPLOYMENT AGREEMENT is made and entered into this 13th day of January, 2026, by and between the City of Aventura (the “City”) and Bryan Pegues, City Manager (“Pegues” or “City Manager”).

WHEREAS, on November 4, 2025, the parties entered into the Employment Agreement (the “Agreement”) providing the terms and conditions of Pegues’ employment as City Manager of City; and

WHEREAS, in accordance with the annual evaluation conducted by the City Commission pursuant to Section 1.2.2 of the Agreement, the parties desire to amend the Agreement as provided in this Amendment to Employment Agreement.

NOW, THEREFORE, AND IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS CONTAINED HEREIN, THE CITY AND CITY MANAGER AGREE THAT THE AGREEMENT IS HEREBY AMENDED AS FOLLOWS:

Section 1. That Section 4.1 “Removal of City Manager” of the Agreement is hereby amended by increasing the severance pay to the City Manager from sixteen (16) weeks to twenty (20) weeks, in the event of termination by the City.

Section 2. That pursuant to Section 1.2.2 “Terms and Conditions – City” is hereby amended to authorize the City Commission to approve any merit increase and/or other benefits in conjunction with the City Manager’s annual review at a duly-noticed City Commission workshop by a consensus of the City Commission members present at the workshop.

Section 3. City and City Manager agree that all other terms and conditions contained in the Agreement shall remain in full force and effect.

PASSED AND ADOPTED this 13th day of January, 2026.

City Manager

City of Aventura

Bryan Pegues

Howard S. Weinberg, Esq., Mayor

Attest:

Approved as to Legal Sufficiency:

Elisa L. Horvath, MMC, City Clerk

Robert Meyers, City Attorney
Weiss Serota Helfman Cole + Bierman, P.L.

CITY OF AVENTURA
OFFICE OF THE CITY MANAGER

MEMORANDUM

TO: City Commission

FROM: Bryan Pegues, City Manager *BP*

DATE: January 9, 2025

SUBJECT: **Approval of Mobility Plan for Uptown Aventura**
City File No: SP2505-0003

January 13, 2025 City Commission Meeting Agenda

RECOMMENDATION

It is recommended that the City Commission adopt the attached Resolution (Exhibit 1) approving the Mobility Plan for Uptown Aventura and authorizing its implementation. Adoption of this resolution will advance the City's efforts to improve multimodal connectivity, promote transit-oriented development, and create a more walkable and livable Uptown Aventura district.

BACKGROUND

On January 12, 2024, the City of Aventura submitted a Transportation Planning Study Proposal to the Miami-Dade Transportation Planning Organization (TPO) to secure grant funding for the development of a comprehensive mobility plan for the Uptown Aventura area. This initiative was informed by the City's "Aventura 2050" public planning charrettes, which identified future mobility as a critical component for the successful redevelopment of the area.

Following the grant award notification received on July 22, 2024, the City Commission, on September 3, 2024, adopted Resolution No. 2024-57, authorizing the City Manager to execute an interlocal agreement with the Miami-Dade County Transportation Planning Organization (TPO) for the mobility plan. Under this agreement, the City committed \$25,000 in matching funds to complement the \$50,000 grant award. Following these actions, a Notice to Proceed was issued on December 30, 2024, establishing a scheduled completion date of December 31, 2025.

To implement the study, the City engaged Kimley-Horn to conduct the analysis. The scope of work includes an inventory and analysis of the existing multimodal transportation network, the projection of future network modifications and anticipated traffic volume changes, an evaluation of future transportation network conditions, and the identification of recommended improvements within the study area.

On November 12, 2025, Kimley-Horn presented its findings during a City Commission workshop and subsequently updated the draft plan based on Commission input. The final report, titled Mobility Plan for Uptown Aventura, is attached as Exhibit 2. Additionally, City staff presented the findings to the Bicycle and Pedestrian Advisory Committee (BPAC) of Miami Dade TPO on December 2, 2025, which adopted a resolution recommending support for the plan; this resolution is attached as Exhibit 3.

Exhibits:

- **Exhibit 1:** Resolution Approving the Mobility Plan
- **Exhibit 2:** *Mobility Plan for Uptown Aventura* (Final Report)
- **Exhibit 3:** BPAC Resolution Recommending Support

CITY OF AVENTURA RESOLUTION NO. 2026-__

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, APPROVING THE MOBILITY PLAN FOR UPTOWN AVENTURA; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Aventura City Commission designated the “Uptown Aventura” area as part of its effort to spur further investment and create economic opportunities in that part of the City; and

WHEREAS, the future mobility in the Uptown Aventura area was identified during the City’s “Aventura 2050” public planning charrettes as a key factor in developing a successful plan for the district’s redevelopment; and

WHEREAS, the City of Aventura (the “City”) was awarded a grant for \$50,000 by the Miami-Dade Transportation Planning Organization (the “TPO”) to prepare a Mobility Plan for Uptown Aventura, with the requirement that the City match the grant with a \$25,000 contribution; and

WHEREAS, the TPO and the City have determined to jointly fund the Mobility Plan for Uptown Aventura, with the City providing the services for such study and its share of the costs as provided for in the Interlocal Agreement; and

WHEREAS, the mobility plan was developed by Kimley-Horn and City staff to improve multimodal connectivity, support transit-oriented development, and promote a walkable and livable Uptown Aventura district; and

WHEREAS, Kimley-Horn presented the draft plan to the City Commission during a workshop on November 12, 2025, and updated the plan based on Commission input; and

WHEREAS, the final report, titled Mobility Plan for Uptown Aventura, is attached hereto as Exhibit 2; and

WHEREAS, the Bicycle and Pedestrian Advisory Committee (BPAC) of the TPO reviewed the plan and adopted a resolution recommending support, which is attached hereto as Exhibit 3; and

WHEREAS, the City Commission finds that adoption of the Mobility Plan for Uptown Aventura is in the best interest of the City and its residents.

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

Section 1. The foregoing " WHEREAS" clauses are ratified and confirmed as being true and correct and are made a specific part of this Resolution.

Section 2. The City Commission hereby approves the Mobility Plan for Uptown Aventura, attached hereto as Exhibit 2.

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

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

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

Commissioner Clifford B. Ain	_____
Commissioner Gustavo Blachman	_____
Commissioner Rachel S. Friedland	_____
Commissioner Paul A. Kruss	_____
Commissioner Cindy Orlinsky	_____
Vice Mayor Amit Bloom	_____
Mayor Howard S. Weinberg	_____

PASSED AND ADOPTED this 13th day of January, 2026.

HOWARD S. WEINBERG, ESQ.
MAYOR

ATTEST:

ELLISA L. HORVATH, MMC
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

ROBERT MEYERS
CITY ATTORNEY
WEISS SEROTA HELFMAN COLE + BIERMAN, P.L.

City of Aventura



Mobility Plan for Uptown Aventura





EXECUTIVE SUMMARY

The Uptown Aventura Mobility Plan presents a comprehensive multimodal analysis of the transportation network within Uptown Aventura, bounded by Biscayne Boulevard, NE 203rd Street/Ives Dairy Road, E Dixie Highway, and the Miami-Dade/Broward County Line. The purpose of this analysis is to assess the adequacy of the current transportation network for future development conditions and make recommendations for mobility improvements and design guidelines.

Existing Conditions

An inventory of existing transportation facilities was performed using data from FDOT, Miami-Dade County, Broward County, and the City of Aventura, supplemented by field reviews. All roadway segments within the study boundaries currently operate at Level of Service (LOS) D or better during peak hours, with sufficient internal circulation and flow. Additionally, study roadways were determined to have a context classification of C4 - Urban General.

Pedestrian facilities include over 2.5 miles of sidewalk and 26 marked crosswalks; though gaps exist in the network on NE 214th Terrace, NE 28th Court, E Dixie Highway, NE 208th Terrace, and NE 208th Street. Existing Pedestrian Level of Traffic Stress (PLTS) is generally high (4 or 5), except for a few segments with some consistent pedestrian infrastructure.

Bicycle facilities are limited, with approximately one (1) mile of exclusive lanes on Biscayne Boulevard and NE 214th Street. Existing Bicycle Level of Traffic Stress (BLTS) is moderate (3) for most streets lacking dedicated facilities. There are currently no bike-share stations in Uptown Aventura.

Transit service is provided by Broward County Transit (Routes 1 and 101), the Aventura Express Shuttle Purple Route, and Freebee, an on-demand electric vehicle service. Based on the service headways, BCT transit stops operate at LOS C and the Purple Shuttle stop operates at LOS E.

Future Conditions

Growth projections for 2030 and 2045 were developed using historical trends and regional modeling. A growth rate of 1.74 percent (1.74%) based on historical FDOT data was applied annually to the existing traffic volumes to develop short-term (2030) traffic volumes and a growth rate of 0.70 percent (0.70%) was calculated based on 2015 and modified 2045 SERPM model volumes and was applied linearly to short-term (2030) volumes to determine 2045 volumes. Even with conservative growth rates, most roadways are expected to maintain LOS D, with only E Dixie Highway segments potentially reaching LOS E under long-term conditions. Sensitivity analysis indicates that a growth rate 14 times current projections would be needed to degrade most interior roadway segments to LOS E by 2045.

The context classification for the study area was assumed to change to C5 (Urban Center) under long-term (2045) conditions due to the expected future development in Uptown Aventura





Proposed Improvements

Based on the results of the future conditions roadway capacity analysis, the expected future development within Uptown Aventura, and the existing transit, pedestrian, and bicycle infrastructure, roadways within the study area were reviewed to identify potential facility improvements that can be provided to address multimodal capacity issues and encourage alternative modes within the study area.

As future developments are currently planned for the northern area and may be expected for the southern area of Uptown Aventura, an expansion to the existing transit network is recommended. Additionally, based on the locations of currently planned and future potential development, increased vehicular, pedestrian, and bicycle traffic is expected on NE 214th Street, NE 28th Avenue, NE 208th Street, NE 209th Street, and E Dixie Highway. Therefore, improvements along those roadways are proposed.

Wide (10-foot minimum) sidewalks adjacent to curb and gutter are proposed for the cross sections of NE 28th Avenue, NE 208th Street, NE 209th Street, and E Dixie Highway for instances where sidewalks are narrow, flush, or not present. Some improvements require the elimination of unpaved swale areas and potential drainage improvements.

Additionally, in order to improve pedestrian safety and accessibility, comprehensive crosswalk enhancements and compliance with existing federal, state, and local standards are proposed. Marked crosswalks should be installed at all major intersections, ensuring continuous connectivity and accessibility through the area, specifically north-south connectivity via NE 214th Street and along the east leg of NE 209th Street/NE 28th Avenue. Crosswalks in the area should consider high-emphasis markings. In addition to these physical improvements, upgraded pedestrian-level lighting should be implemented to improve visibility during nighttime and low-light conditions. Finally, all improvements should incorporate Americans with Disabilities Act (ADA)-compliant curb ramps and detectable warning surfaces at crossing points.

In conjunction with an expansion of bicycle facility network along E Dixie Highway and NE 208th Street, opportunities to expand accessibility of bicycles should be reviewed, such as an expansion of the bike-share program to the area by providing local bike-share stations.

Figure ES-1 illustrates both proposed improvements along NE 28th Avenue, E Dixie Highway, NE 208th Street, and NE 209th Street as well as planned improvements to be completed with approved developments within the study area. Note that as Uptown Aventura continues to grow, it is expected that new developments will continue to contribute to/construct an improved pedestrian and bicycle network along segments where improvements are not currently planned.

A future pedestrian and bicycle network review was performed that includes determining the LTS for each study roadway segment accounting for the proposed improvements illustrated in **Figure ES-1** figure. The future PLTS of all roadway segments, where improvements are planned/proposed, improve/lower from existing PLTS of 4 and 5 to PLTS 1, 2, and 3. Additionally, seven (7) additional segments within Uptown Aventura are proposed to include bicycle facilities, improving/lowering from existing BLTS of 3 to BLTS 1.





Figure ES-1: Planned and Proposed Improvements





Proposed Multimodal Transportation Policy and Programs

Best practices in multimodal transportation policy were examined and documented including modal prioritization, Transportation Control Measures (TCM), micromobility programs, and mobility impact fees. The increasing population and planned development in Uptown Aventura is accelerating the need to improve existing pedestrian, bicycle, and transit facilities to create multimodal options for residents, the workforce, and visitors. There should be a focus on safety and connectivity with the development of infrastructure with clear signage, high-emphasis pavement markings for crosswalks, bicycle facilities, and appropriate lighting.

Additionally, when reviewing new developments that are proposed within Uptown Aventura, the City should consider how the project plans to reduce the impact of the project on the surrounding transportation network and promote alternative modes. Private developers should consider incorporating strategies and methods documented within a TCM plan as part of development applications. Furthermore, the City should consider implementing a Mobility Impact Fee program which would be calculated based on the demand that increased development is expected to have on all modes of travel, including pedestrian/bicycle, transit, and automobiles. Establishing a mobility fee system would increase funds for capital improvement projects which could be used to improve existing infrastructure and create new transportation facilities to decrease single occupant vehicle (SOV) trips, rather than funding solely the Aventura Express Shuttle.

Strategies To Promote Multimodal Goals

Potential strategies to promote the development of multimodal infrastructure within Uptown Aventura include public-private partnerships to coordinate land use and infrastructure enhancements, updates to parking standards to support transit-oriented development, and incentives for developers who provide public open spaces and multimodal amenities. The City can offer regulatory benefits and collaborate with developers to integrate facilities like bike-share stations, transit stops, or other multimodal infrastructure.

Recommendations

To realize Uptown Aventura's vision for a safe, accessible, and multimodal transportation network, the following recommendations are proposed:

1. Pedestrian Infrastructure Enhancements

- Complete Sidewalk Network: Fill gaps in the sidewalk network, prioritizing segments adjacent to vacant lots and new developments. Require developers to construct enhanced, wide sidewalks as part of project approvals consistent with this plan.
- Wider Sidewalks and Buffers: Upgrade existing sidewalks to a minimum of 10 feet wide with landscaped buffers and curb/gutter separation, specifically along NE 28th Avenue, NE 208th Street, NE 209th Street, and E Dixie Highway.
- Crosswalk Improvements: Install marked crosswalks at all major intersections, including north-south connectivity across NE 214th Street and the east leg of NE 209th Street/NE 28th Avenue. Consider high-emphasis markings to increase pedestrian visibility and safety.
- Lighting and ADA Compliance: Enhance pedestrian safety with improved pedestrian-level lighting, ADA-accessible curb ramps, and detectable warning surfaces at crossings.





2. Bicycle Network Expansion

- **Dedicated Bicycle Facilities:** Extend buffered bicycle lanes and construct cycle tracks on key corridors (e.g., NE 214th Street, E Dixie Highway, NE 208th Street). Target segments with high BLTS scores for upgrades.
- **Shared-Use Paths:** Construct a 14-foot wide shared-use path along E Dixie Highway to support both cyclists and pedestrians.
- **Bike-Share Integration:** Expand bike-share stations throughout Uptown Aventura, focusing on connectivity to transit stops, commercial centers, and residential areas. Engage the public to identify preferred locations.
- **Secure Bicycle Parking:** Require new developments and public facilities to provide secure bicycle racks, lockers, and amenities such as repair stations.

3. Transit Service and Infrastructure Improvements

- **Transit Route Expansion:** Extend the Aventura Express Shuttle to provide service within Uptown Aventura, perhaps along key roadways such as NE 209th Street, E Dixie Highway, NE 211th Street, and NE 214th Street. Coordinate with BCT and MDT to identify unmet transit needs and reduce headways.
- **Enhanced Bus Stops:** Upgrade all transit stops with full amenities, including shelters, benches, lighting, ADA-accessible pads, and real-time arrival information. Prioritize stops near medical facilities, commercial centers, and new developments.
- **Comprehensive Transit Study:** Conduct a study to optimize route alignments, stop locations, and service frequency based on projected demand and development patterns.

4. Policy, Funding, and Partnerships

- **Parking Management:** Update area-specific parking standards to support shared parking, reduce minimums for mixed-use and TOD projects, and encourage multimodal access.
- **Mobility Impact Fee Program:** Expand the existing Transportation Mitigation Impact Fee to include all modes (pedestrian, bicycle, transit, and auto). Use funds for capital improvements that reduce SOV trips and support multimodal infrastructure.
- **Public-Private Partnerships:** Collaborate with major landowners and developers to coordinate right-of-way acquisition, infrastructure enhancements, and shared investment in mobility projects.
- **Incentives for Public Open Space:** Offer regulatory and zoning incentives (e.g., increased FAR, building height, flexible uses) for developments that provide public plazas, bicycle /micromobility hubs, and multimodal amenities.
- **Community Engagement:** Foster ongoing dialogue with residents, businesses, and stakeholders to prioritize improvements, monitor progress, and ensure equitable access to mobility options.

Implementation of these recommendations will create a safer, connected, and vibrant Uptown Aventura, supporting sustainable growth and improved quality of life for all.





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INTRODUCTION

The Uptown Aventura Mobility Plan is a multimodal planning analysis of the transportation network within the area of Uptown Aventura generally bounded by US-1/SR 5/Biscayne Boulevard (east), NE 203rd Street/Ives Dairy Road (south), E Dixie Highway (west), and the Miami-Dade/Broward County Line (north). The purpose of this analysis is to assess the adequacy of the current transportation network for future development conditions and make recommendations for mobility improvements and design guidelines. The study consists of an inventory and analysis of the existing network, the projection of growth in traffic volumes, an evaluation of future transportation network conditions, and the identification of future improvements within the study area.

EXISTING MULTIMODAL FACILITIES INVENTORY

An inventory of existing transportation facilities was performed within the Uptown Aventura study area using readily available data from Florida Department of Transportation (FDOT), Miami-Dade County, Broward County, and the City of Aventura, as well as data collected during a field review on March 6, 2025 (Thursday). The following transportation facilities were included within this inventory:

- Roadway facilities – functional classification, laneage, median type, speed limits, stop signs, traffic signals, and traffic calming devices
- Pedestrian facilities – presence of sidewalks, shared-use paths/trails, and marked crosswalks
- Bicycle facilities – presence of bicycle lanes, shared lanes, shared-use paths/trails
- Transit facilities – existing transit routes, service times/headways, ridership data, bus stops/amenities, terminals, and transfer facilities

ROADWAY FACILITIES

The majority of roadways within Uptown Aventura are City-maintained, two-way, two-lane undivided roadways with unposted speed limits of 30 miles per hour (mph). **Figure 1** depicts an example of the typical condition of the local roads within the study area.





Figure 1: A Cross Section of NE 209th Street East of E Dixie Highway (Typical)

Privately-maintained roadways within Uptown Aventura are mostly located within the HCA hospital campus and provide driveway access and internal circulation for the campus. These private roads are generally two-way, two-lane undivided roadways with parking along one (1) or both sides of the road. Speed limit signs are not typically provided along these roads; however some have posted speed limits of 10 mph.

US-1/SR 5/Biscayne Boulevard, hereafter referred to as Biscayne Boulevard, is the only state-maintained roadway, bordering Uptown Aventura, serving as a major arterial facility. Biscayne Boulevard is a two-way, six-lane divided roadway with exclusive left-turn lanes, designated bicycle lanes, and a posted speed limit of 45 mph.

Most intersections within Uptown Aventura are unsignalized, stop-controlled intersections. Signalized intersections are limited to locations along Biscayne Boulevard at NE 214th Street, NE 209th Street, and NE 208th Street and at the Florida East Coast (FEC) Railway crossing at the intersection of NE 215th Street and E Dixie Highway/SE 1st Avenue. **Figure 2** details the roadway ownership and intersection control types for Uptown Aventura.



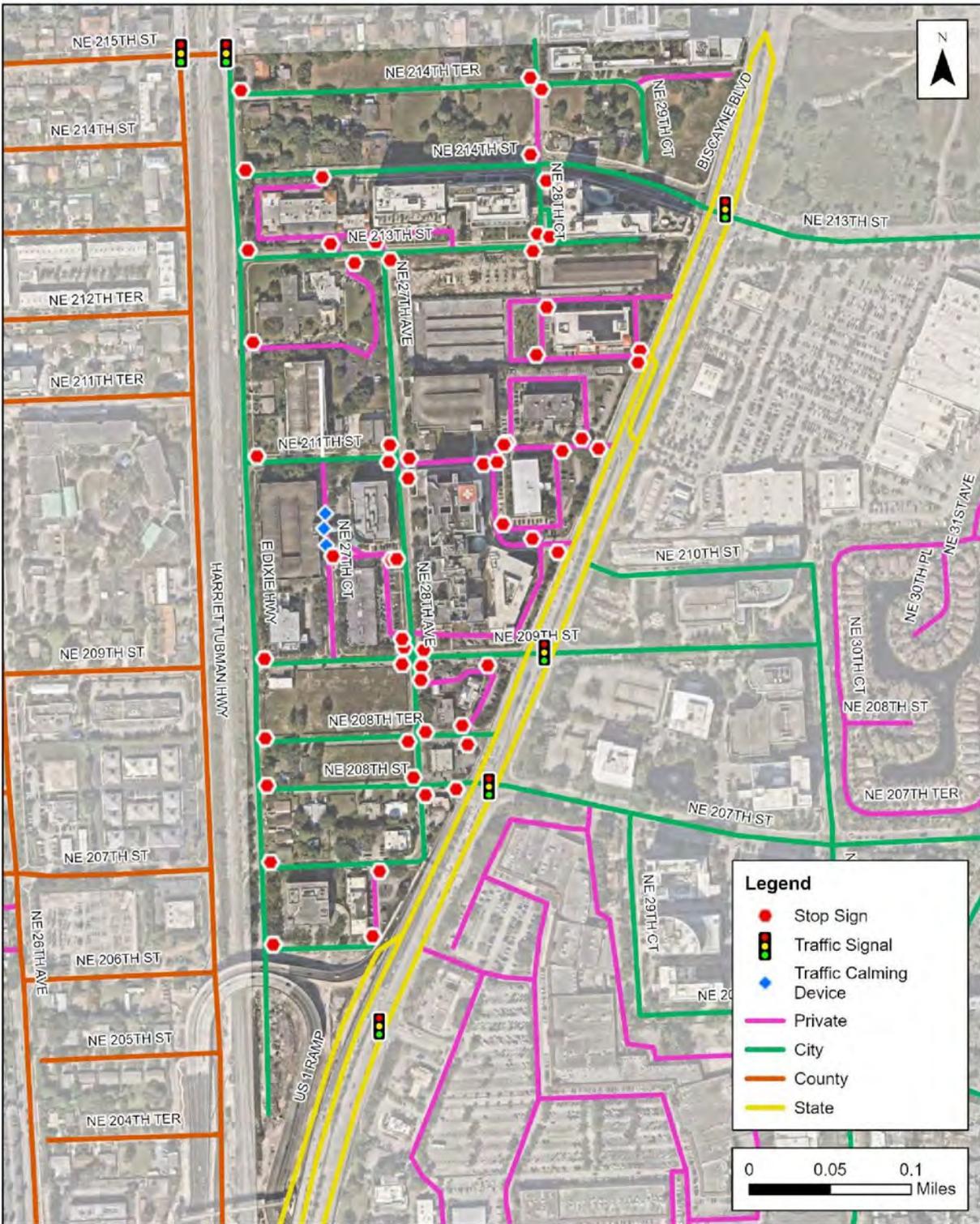


Figure 2: Existing Roadway Facilities





Few traffic calming devices exist within Uptown Aventura and have been identified in **Figure 2**. Three (3) speed humps are present on NE 27th Court, positioned adjacent to the pedestrian walkway located east of the HCA West Parking Garage south of NE 211th Street. **Figure 3** depicts one (1) of the existing speed bumps.



Figure 3: Speed Bumps on NE 27th Court South of NE 211th Street

Most roadways in Uptown Aventura are classified as local roads, including E Dixie Highway. These roads are meant for local traffic movement within neighborhoods at lower speeds and with less traffic volume. The notable exception is Biscayne Boulevard, which is classified as a Principal Arterial. This type of road is intended to connect major population centers and economic areas, featuring higher speeds, greater traffic volumes, and longer trip distances. Additionally, using the information gathered as part of the multimodal facilities inventory, the roadways were determined to have a context classification of C4 - Urban General. This classification is determined by using criteria detailed within the FDOT *Context Classification Guide*, July 2020, which includes factors such as intersection density, block length, and adjacent land use.





PEDESTRIAN FACILITIES

The existing pedestrian facilities inventoried within Uptown Aventura include public sidewalks and marked crosswalks. The study area includes over two and a half (2.5) miles of sidewalk and 26 marked crosswalks. There are currently no shared use paths within Uptown Aventura. **Figure 4** and **Figure 5** provide two examples of marked pedestrian crosswalks.



Figure 4: Raised Crosswalk Across NE 27th Court South of 211th Street



Figure 5: Crosswalk Along NE 27th Court South of 211th Street

Sidewalks are located along most streets with the exception of NE 214th Terrace, NE 28th Court, E Dixie Highway, NE 208th Terrace, and NE 208th Street, which do not provide continuous sidewalks on either side of the road; disrupting continuity of the sidewalk network. **Figure 6** depicts the existing sidewalk network within Uptown Aventura and does not include sidewalks present on private property.

While there are some intersections that provide marked crosswalks within the study area, most intersections on local roads do not have crosswalk markings. Marked crosswalks were typically missing at intersections that did not contain sidewalks on all legs. Additionally, no crosswalks provide north-south connectivity across NE 213th Street within Uptown Aventura. In general, sidewalks and marked crosswalks are provided mostly within the center of Uptown Aventura near the HCA hospital campus and adjacent facilities.



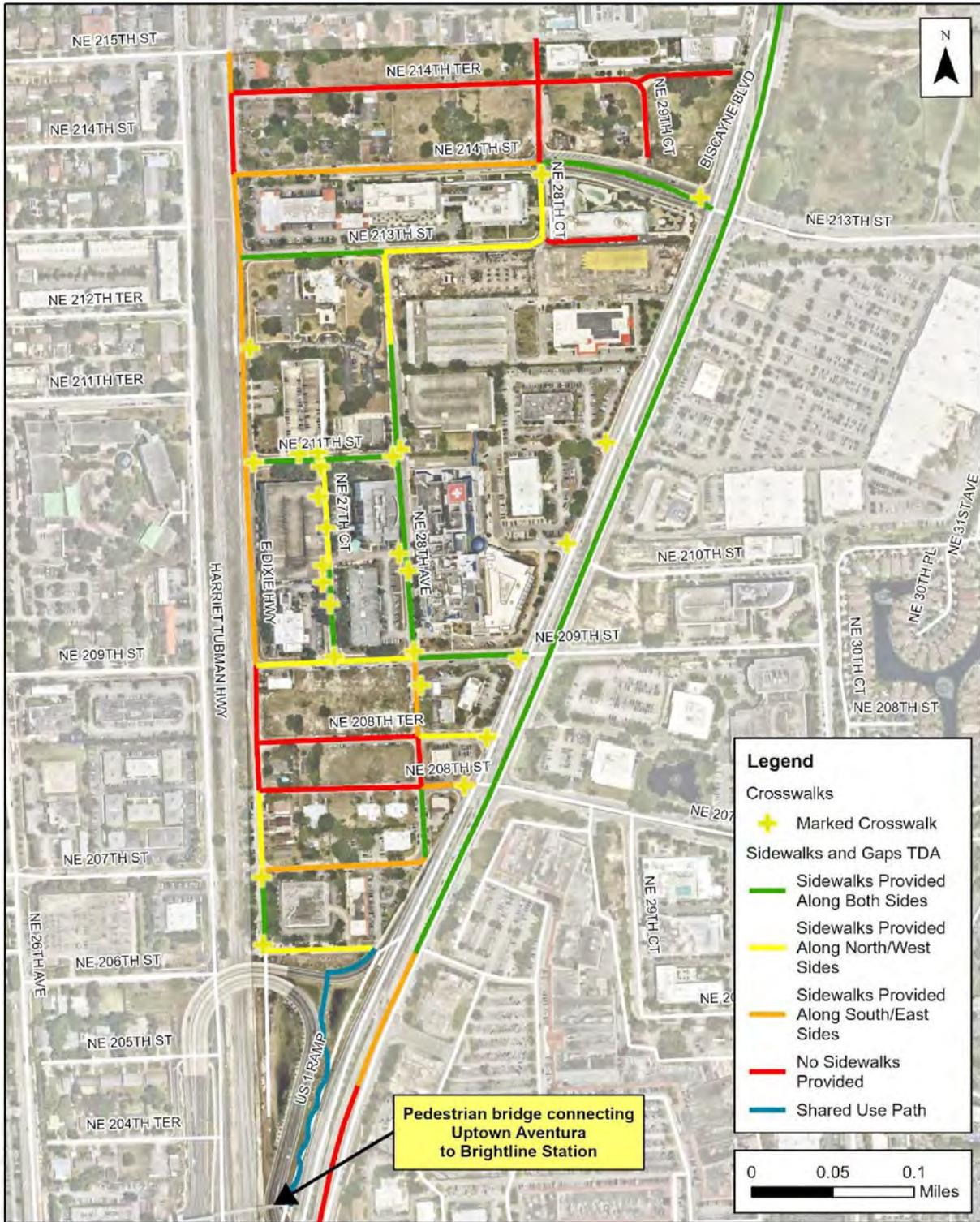


Figure 6: Existing Pedestrian Facilities





BICYCLE FACILITIES

Approximately one (1) mile of exclusive directional bicycle facilities exist within Uptown Aventura. These facilities are limited to Biscayne Boulevard and NE 214th Street. A designated four (4) foot wide bicycle lane is located along Biscayne Boulevard. The bicycle facility on NE 214th Street extends from approximately 300 feet east of E Dixie Highway to Biscayne Boulevard. This facility transitions between designated four (4) foot-wide bicycle lanes and seven (7) foot-wide buffered bicycle lanes with green colored markings. **Figure 7** shows the bicycle facility along NE 214th Street, east of E Dixie Highway. No additional bicycle facilities exist within the study area. A map of existing bicycle facilities is provided in **Figure 8**.

Aventura BCycle was the previous bike-sharing program operated by the City of Aventura, featuring multiple docking stations equipped with self-serve, solar-powered kiosks throughout the City. Riders can take bicycles from any docking station and return them to any station. Currently, there are no bicycle sharing stations within Uptown Aventura.



Figure 7: Bicycle Facilities on NE 214th Street East of E Dixie Highway





TRANSIT FACILITIES

Broward County Transit (BCT) and the City of Aventura currently provide transit service within Uptown Aventura. The existing routes and stop locations are shown in **Figure 9**. The study area is served by the Aventura Express Shuttle Purple Route and BCT operates two (2) routes that run along the entire eastern border of the study area on Biscayne Boulevard:

- Route 1 – Local
- Route 101 – Breeze

Additionally, the study area is included in the Freebee service area. Freebee is a free, door-to-door, on-demand transportation service provided by the City of Aventura, utilizing a fleet of electric vehicles (EVs). Service users can request a ride through the Freebee application by selecting a pickup location and destination within the identified service area boundary, which includes the entirety of the City of Aventura. Ten (10) Freebee vehicles currently operate within the City of Aventura.

Note that no routes operated by Miami-Dade Transit (MDT) currently provide service within the Uptown Aventura study area as BCT routes provide connectivity to the Aventura Mall Terminal where MDT transfers are available. The Aventura Brightline station is located just south of Uptown Aventura area with commuter rail service along the FEC railway.

Route Service Times and Headways

The BCT routes serve two (2) bus stops along Biscayne Boulevard. The northernmost stop (US-1/Stor-All) is located approximately 175 feet south of NE 214th Street. The second stop (Aventura Hospital) is located at the intersection of Biscayne Boulevard and NE 209th Street. These routes have approximately 20-minute headways during the morning and evening peak hours. Key locations along Route 1 include Aventura Mall Terminal, Courthouse/Jail, Broward Health Medical Center, Broward College/FAU, Gulfstream Park Racing & Casino, the Big Easy Casino, Port Everglades, Fort Lauderdale/Hollywood International Airport, and HCA hospital campus. Key locations along Route 101 include Aventura Mall Terminal, Gulfstream Park and Racing Casino, The Big Easy Casino, Broward Health Medical Center, Courthouse/Jail, Broward College/FAU, HCA hospital campus, and Port Everglades.

The Aventura Express Shuttle Purple Route also operates along Biscayne Boulevard and within Uptown Aventura. The route enters Uptown Aventura at the HCA hospital campus near NE 211th Street, travels south along NE 28th Avenue and east along NE 209th Street, and continues south along Biscayne Boulevard. This route has approximately 60-minute headways during the morning and evening peak hours, with no service from 12:45 PM to 1:45 PM. Key locations along this route include the Aventura Branch Library and Aventura Mall.





Figure 9: Existing Transit Facilities





Bus Stop Amenities

As part of the transit facility inventory, field reviews of the amenities provided by transit stop facilities were performed. The following designations were created to group the level of transit amenities provided at each stop:

- No Amenity – Sign indicating transit stop
- Partial Amenity – Transit stop includes a sign and bench
- Full Amenity – Transit stop includes a sign, a bench, and a form of overhead shelter

The transit facility at the US-1/Stor-All stop is identified as a Partial Amenity stop. Note that a bus shelter is planned to be installed at this stop as part of an adjacent private redevelopment. The Aventura Hospital BCT stop is identified as a Full Amenity stop. Note that the only Aventura Express shuttle stop in the study area is located at HCA hospital campus and is not physically marked. **Figure 10** depicts the Aventura Hospital BCT bus stop amenities.



Figure 10: Full Amenity Aventura Hospital BCT Bus Stop





Transit Ridership

BCT provides monthly ridership data which includes the monthly and weekly ridership. **Table 1** details monthly ridership from March 2024 to February 2025 for BCT Route 1 and BCT Route 101. Note that BCT Route 101 does not operate on weekends, and thus the total monthly ridership is equal to the total weekday ridership. **Table 2** details the monthly ridership for the Aventura Express Shuttle Purple Route from October 2024 to December 2024, as provided by City of Aventura staff. Note that the Aventura Express Shuttle does not operate on Sundays. **Table 3** details the monthly ridership for the Aventura Freebee service from October 2024 to December 2024, as provided by City of Aventura staff.

Table 1. BCT Route Ridership

Month	Total Monthly Ridership		Total Weekday Ridership		
	BCT Route	Route 1	Route 101	Route 1	Route 101
March 2024		108,969	32,988	74,792	32,988
April 2024		105,602	34,057	80,562	34,057
May 2024		105,315	35,572	76,546	35,572
June 2024		93,653	29,179	62,074	29,179
July 2024		98,497	34,526	71,332	34,526
August 2024		100,675	35,556	71,640	35,556
September 2024		101,450	30,703	69,072	30,703
October 2024		100,230	34,953	75,567	34,953
November 2024		104,401	26,658	76,107	26,658
December 2024		111,093	30,720	79,348	30,720
January 2025		107,662	32,235	79,596	32,235
February 2025		102,382	31,058	75,477	31,058





Table 2. Aventura Express Shuttle Purple Route Ridership

Month	Total Monthly Ridership	Total Weekday Ridership
October 2024	3,080	2,822
November 2024	3,380	2,955
December 2024	3,322	2,993

Table 3. Aventura Freebee Ridership

Month	Total Monthly Ridership
October 2024	9,906
November 2024	9,781
December 2024	9,690

Appendix A includes a log of photos taken during the field review, maps of the existing facilities inventory, and detailed transit route information.





PLANNING STUDIES AND DOCUMENT REVIEW

Planning studies and improvement plans were reviewed to document current recommendations and planned improvements for Uptown Aventura. Additionally, modal prioritization, transportation control measures (TCMs), multimodal and micromobility programs, and mobility impact fee programs were examined and documented. A detailed breakdown of each plan and excerpts of planned improvements are included in **Appendix B**.

PLANNED IMPROVEMENTS

The following local and regional plans were summarized and reviewed as part of the multimodal planning analysis:

- Aventura-Ojus Mobility and Access Study
- City of Aventura Unified Master Plan for Pedestrian and Bicycle Connectivity
- FDOT 5-Year Work Program
- Miami-Dade Transportation Planning Organization (TPO) 2050 Long Range Transportation Plan (LRTP)
- Miami-Dade TPO Transportation Improvement Program (TIP)

The review was conducted to understand consistency between regional and local mobility goals and objectives, document current recommendations and planned improvements for Uptown Aventura, and to strengthen recommendations provided by the multimodal planning analysis. Funding sources were also reviewed and typically include FDOT subgrants like the Transportation Regional Incentive Program (TRIP) and federal funding from the Transportation Alternatives (TA) grant program under the Surface Transportation Block Grant (STBG) program.

[Aventura-Ojus Mobility and Access Study](#)

The *Aventura-Ojus Mobility and Access Study (May 2021)* conducted by Miami-Dade TPO identified necessary multimodal improvements for travel to and from the Aventura Brightline Station within the City of Aventura and the neighborhood of Ojus. The study outlined two (2) goals: proposing infrastructure improvements for multimodal access around the Aventura Brightline Station and development of alternative implementation/project delivery methods. The plan included proposed speed reductions and the replacement of bicycle lanes along Biscayne Boulevard with dedicated bicycling facilities along an alternate route.

[City of Aventura Unified Master Plan for Pedestrian and Bicycle Connectivity](#)

The *City of Aventura Unified Master Plan for Pedestrian and Bicycle Connectivity (April 2017)* conducted by Miami-Dade TPO identified a coordinated project bank for both short-term and long-term implementation to develop an interconnected network promoting multiple modes of transportation, including pedestrian, bicycle, transit, and automobiles. It aimed to incorporate environmentally sustainable, context-sensitive solutions and integrate bicycle/pedestrian improvements into road projects. The plan outlines one (1) future improvement to the study area which includes the construction of a crosswalk at the southern leg of the intersection of E Dixie Highway and NE 214th Street. This will also include a complete curb ramp and sidewalk connections up to the FEC railroad crossing.





FDOT 5-Year Work Program

The FDOT 5-Year Work Program is a project-specific list of transportation activities and improvements that FDOT will undertake over the next five (5) years (2025 to 2030). Developed with extensive coordination with local governments and MPOs, the program is based on multimodal transportation concepts, costs, and funding sources, with a goal of committing funding to mobility and transportation improvements. Uptown Aventura will be impacted by improvements along NE 203rd Street and Biscayne Boulevard including a new pedestrian sidewalk and landscaping which supplements the recently completed pedestrian bridge over the FEC railway. Note that this improvement is expected to provide pedestrian connectivity between Uptown Aventura and the Aventura Brightline Station.

Miami-Dade TPO 2050 Long Range Transportation Plan

The *Miami-Dade TPO 2050 LRTP (September 2024)* outlines a 25-year vision for transportation projects within Miami-Dade County, aiming to meet six (6) goals by 2050. These goals include maintaining safe and reliable operations for all modes and technologies, creating an interconnected network, leveraging technology, accommodating climate events, restoring community connectivity with integrated livable design, and encouraging land use supportive of all modes and telecommuting. No future projects and improvements outlined in the 2050 LRTP were planned within the study area.

Miami-Dade TPO Transportation Improvement Program

The *Miami-Dade TPO TIP (June 2024)* is a multi-year program that prioritizes transportation improvement projects for federal, state, and local funding. The goal of the TIP is to prioritize mobility and transportation improvements in Miami-Dade County for the next five (5) years. No future projects and improvements outlined in the TIP were planned within the study area.

EXISTING MULTIMODAL FACILITIES ASSESSMENT

The multimodal assessment includes a roadway segment capacity analysis, pedestrian and bicycle network review, and transit facility review. Multimodal levels of service (LOS) and levels of traffic stress were determined using the collected roadway volume and inventoried features within the study area.

ROADWAY SEGMENT CAPACITY ANALYSIS

A roadway segment capacity analysis was performed that includes the collection of roadway volume data, a roadway segment capacity analysis, and an assessment of traffic circulation.

Existing Roadway Volume Data Collection

24-hour continuous roadway counts were collected on March 12, 2025 (Wednesday) at 22 roadway segments within the study area. Note that the appropriate FDOT peak season correction factor (PSCF) for the traffic data collected is 0.99. Therefore, no PSCF was applied to the traffic data. **Table 4** and **Figure 11** provide the boundaries of study roadway segments and locations of data collection.





Table 4: Study Roadway Segments

Segment Number	Roadway	From	To
1	E Dixie Highway	NE 214 th Street	NE 214 th Terrace
2	NE 214 th Terrace	E Dixie Highway	NE 28 th Court
3	E Dixie Highway	NE 213 th Street	NE 214 th Street
4	NE 214 th Street	E Dixie Highway	NE 28 th Court
5	NE 214 th Street	NE 28 th Court	Biscayne Boulevard
6	NE 213 th Street	E Dixie Highway	NE 28 th Avenue
7	NE 213 th Street	NE 28 th Avenue	NE 28 th Court
8	NE 28 th Avenue	NE 211 th Street	NE 213 th Street
9	NE 211 th Street	E Dixie Highway	NE 28 th Avenue
10	HCA Hospital Northeast Driveway	NE 28 th Avenue	Biscayne Boulevard
11	E Dixie Highway	NE 211 th Street	NE 213 th Street
12	NE 28 th Avenue	NE 209 th Street	NE 211 th Street
13	E Dixie Highway	NE 209 th Street	NE 211 th Street
14	NE 209 th Street	E Dixie Highway	NE 28 th Avenue
15	NE 209 th Street	NE 28 th Avenue	Biscayne Boulevard
16	NE 28 th Avenue	NE 208 th Terrace	NE 209 th Street
17	NE 208 th Terrace	E Dixie Highway	NE 28 th Avenue
18	NE 208 th Terrace	NE 28 th Avenue	Biscayne Boulevard
19	E Dixie Highway	NE 208 th Terrace	NE 209 th Street
20	NE 208 th Street	E Dixie Highway	NE 28 th Avenue
21	NE 28 th Avenue	NE 208 th Street	NE 208 th Terrace
22	NE 207 th Street	E Dixie Highway	NE 28 th Avenue





Figure 11: Existing Roadway Volume Count Locations





Roadway Segment Capacity Analysis

The roadway segment capacity analysis process was conducted in accordance with the FDOT *2023 Multimodal Quality/Level of Service (QLOS) Handbook*. Key criteria include roadway context classification, roadway type, number of lanes, ownership, median type, and the presence of left and right-turn lanes. The roadway LOS was determined using the volume collected during the A.M. peak hour and the P.M. peak hour for each segment. The resulting level of service for each segment is presented in **Table 5**. As shown in **Table 5**, all segments within the study area currently operate at LOS D during A.M. and P.M. peak hours. Note that the FDOT *2023 Multimodal QLOS Handbook* does not provide thresholds for LOS A, B, or C for two-lane roadways with a C4 (Urban General) context classification. Therefore, the best LOS possible for the study roadways is LOS D despite a significant capacity availability. **Table 5** includes the percent capacity available for each roadway segment under LOS D thresholds. The 24-hour continuous volume count data, excerpts from the 2024 Miami-Dade PSCF report, excerpts from the *2023 Multimodal QLOS Handbook*, and detailed roadway segment analysis worksheets are included in **Appendix C**.

Traffic Circulation

During the field review, drivers were observed using various east/west roads within the study area to travel from W Dixie Highway to Biscayne Boulevard. Notably, the roadway segment observed to have the highest volumes within the study segments was E Dixie Highway, with 1,050 vehicles during the A.M. peak hour between NE 214th Street and NE 214th Terrace. The traffic data indicates that this segment of E Dixie Highway has over 250 vehicles in the A.M. peak hour and over 200 vehicles in the P.M. peak hour more than the segment of E Dixie Highway to the south, between NE 213th Street and NE 214th Street. Based on this data, a cut-through pattern can be extrapolated, indicating that vehicles are using NE 214th Street to travel between Biscayne Boulevard and the areas north and west of Uptown Aventura. Given the signalized access and exclusive turn lanes at Biscayne Boulevard, NE 214th Street serves as a preferred east-west roadway for the northern portion of Uptown Aventura.

Similarly, NE 208th Street serves as a preferred east-west roadway for the southern portion of Uptown Aventura, as the intersection at Biscayne Boulevard provides signalized access, a channelized eastbound right-turn lane to travel southbound along Biscayne Boulevard, and a designated northbound left-turn lane. Additionally, the intersection of NE 208th Street and NE 28th Avenue was observed to experience delay during the A.M. peak hour due to westbound queue spillback at the intersection of Biscayne Boulevard and NE 208th Street. However, as the west leg of NE 208th Street allows only eastbound right-turn maneuvers from the study area, NE 209th Street provides the south portion of Uptown Aventura the opportunity to cross Biscayne Boulevard.

Multiple vehicles were observed parking along study roadways although marked on-street parking is not provided. Long queues were not observed throughout the study area and cars generally moved freely to their desired locations. The HCA hospital campus and medical offices appeared to be primary trip generators with many vehicles traveling to and from parking areas throughout the campus. Given the observed characteristics and determined LOS of the roadways within the study area, the study area currently experiences sufficient interior circulation and flow of vehicles.





Table 5. Roadway Segment Level of Service

Segment Number	Roadway	From	To	LOS*		% Capacity Available until LOS E	
				A.M. Peak Hour	P.M. Peak Hour	A.M. Peak Hour	P.M. Peak Hour
1	E Dixie Highway	NE 214 th Street	NE 214 th Terrace	D	D	8%	30%
2	NE 214 th Terrace	E Dixie Highway	NE 28 th Court	D	D	99%	97%
3	E Dixie Highway	NE 213 th Street	NE 214 th Street	D	D	30%	50%
4	NE 214 th Street	E Dixie Highway	NE 28 th Court	D	D	74%	76%
5	NE 214 th Street	NE 28 th Court	Biscayne Boulevard	D	D	73%	71%
6	NE 213 th Street	E Dixie Highway	NE 28 th Avenue	D	D	93%	92%
7	NE 213 th Street	NE 28 th Avenue	NE 28 th Court	D	D	91%	83%
8	NE 28 th Avenue	NE 211 th Street	NE 213 th Street	D	D	87%	79%
9	NE 211 th Street	E Dixie Highway	NE 28 th Avenue	D	D	83%	88%
10	HCA Hospital Northeast Driveway	NE 28 th Avenue	Biscayne Boulevard	D	D	89%	90%
11	E Dixie Highway	NE 211 th Street	NE 213 th Street	D	D	35%	54%
12	NE 28 th Avenue	NE 209 th Street	NE 211 th Street	D	D	78%	75%
13	E Dixie Highway	NE 209 th Street	NE 211 th Street	D	D	48%	63%
14	NE 209 th Street	E Dixie Highway	NE 28 th Avenue	D	D	81%	85%
15	NE 209 th Street	NE 28 th Avenue	Biscayne Boulevard	D	D	68%	65%
16	NE 28 th Avenue	NE 208 th Terrace	NE 209 th Street	D	D	82%	83%
17	NE 208 th Terrace	E Dixie Highway	NE 28 th Avenue	D	D	94%	95%
18	NE 208 th Terrace	NE 28 th Avenue	Biscayne Boulevard	D	D	92%	89%
19	E Dixie Highway	NE 208 th Terrace	NE 209 th Street	D	D	64%	74%
20	NE 208 th Street	E Dixie Highway	NE 28 th Avenue	D	D	73%	83%
21	NE 28 th Avenue	NE 208 th Street	NE 208 th Terrace	D	D	83%	83%
22	NE 207 th Street	E Dixie Highway	NE 28 th Avenue	D	D	97%	96%

*The FDOT 2023 Multimodal QLOS Handbook does not provide thresholds for LOS A, B, or C for two-lane roads in C4 (Urban General) contexts, making LOS D the best achievable rating





EXISTING PEDESTRIAN NETWORK REVIEW

A pedestrian network review was performed that includes determining the level of traffic stress (LTS) for each study roadway segment and an assessment of pedestrian connectivity. The LTS of a facility reflects the quality of service and users' perception of how effectively a transportation facility functions.

Existing Pedestrian Level of Traffic Stress (PLTS)

An assessment of each roadway segment's PLTS was conducted in accordance with the *FDOT 2023 Multimodal QLOS Handbook*. Key criteria include the continuity of sidewalks, sidewalk width, posted speed limits on adjacent roadways, and both horizontal and vertical separations between sidewalks and roadways. PLTS is ranked on a scale from 1 to 5, with 1 representing little to no stress and 5 representing high stress. Note that a PLTS of 5 is only achievable for no pedestrian facilities or ones that are less than or equal to five (5) feet in width. The PLTS is presented in **Table 6**.

As shown in **Table 6**, the PLTS of all study roadway segments is 4 or 5 with the exception of the following segments, which have a PLTS of 2 or 3:

- Segment 5: NE 214th Street from NE 28th Court to Biscayne Boulevard
- Segment 6: NE 213th Street from E Dixie Highway to NE 28th Avenue
- Segment 9: NE 211th Street from E Dixie Highway to HE 28th Avenue

Detailed PLTS calculations and an excerpt of the *FDOT 2023 Multimodal QLOS Handbook* are provided in **Appendix D**.





Table 6: Pedestrian Level of Traffic Stress

Segment Number	Roadway	From	To	PLTS
1	E Dixie Highway	NE 214 th Street	NE 214 th Terrace	5
2	NE 214 th Terrace	E Dixie Highway	NE 28 th Court	5
3	E Dixie Highway	NE 213 th Street	NE 214 th Street	5
4	NE 214 th Street	E Dixie Highway	NE 28 th Court	5
5	NE 214 th Street	NE 28 th Court	Biscayne Boulevard	3
6	NE 213 th Street	E Dixie Highway	NE 28 th Avenue	3
7	NE 213 th Street	NE 28 th Avenue	NE 28 th Court	5
8	NE 28 th Avenue	NE 211 th Street	NE 213 th Street	5
9	NE 211 th Street	E Dixie Highway	NE 28 th Avenue	2
10	HCA Hospital Northeast Driveway	NE 28 th Avenue	Biscayne Boulevard	5
11	E Dixie Highway	NE 211 th Street	NE 213 th Street	5
12	NE 28 th Avenue	NE 209 th Street	NE 211 th Street	4
13	E Dixie Highway	NE 209 th Street	NE 211 th Street	5
14	NE 209 th Street	E Dixie Highway	NE 28 th Avenue	4
15	NE 209 th Street	NE 28 th Avenue	Biscayne Boulevard	4
16	NE 28 th Avenue	NE 208 th Terrace	NE 209 th Street	5
17	NE 208 th Terrace	E Dixie Highway	NE 28 th Avenue	5
18	NE 208 th Terrace	NE 28 th Avenue	Biscayne Boulevard	5
19	E Dixie Highway	NE 208 th Terrace	NE 209 th Street	5
20	NE 208 th Street	E Dixie Highway	NE 28 th Avenue	5
21	NE 28 th Avenue	NE 208 th Street	NE 208 th Terrace	5
22	NE 207 th Street	E Dixie Highway	NE 28 th Avenue	5





Existing Pedestrian Connectivity

A significant factor contributing to the high PLTS is the absence of sidewalk facilities on one (1) side of many study roadways within Uptown Aventura. However, some areas are noted to have a more significant impact on pedestrian connectivity. At the intersection of NE 209th Street and NE 28th Avenue, a crosswalk is not provided along the east leg of the intersection although continuous sidewalks are provided. Additionally, there are no crosswalks that provide north-south connectivity across NE 213th Street within Uptown Aventura.

There are several instances where streets with pedestrian facility gaps are adjacent to vacant lots. It is important to note that vacant lots are expected to be developed, with sidewalks being a requirement of these developments. Roadways with both vacant lots and sidewalk gaps are described in **Table 7**.

Table 7: Roadways with Pedestrian Facility Gaps Adjacent to Vacant Lots

Segment Number	Roadway	From	To
1	E Dixie Highway	NE 214 th Street	NE 214 th Terrace
2	NE 214 th Terrace	E Dixie Highway	NE 28 th Court
4	NE 214 th Street	E Dixie Highway	NE 28 th Court
7	NE 213 th Street	NE 28 th Avenue	NE 28 th Court
14	NE 209 th Street	E Dixie Highway	NE 28 th Avenue
16	NE 28 th Avenue	NE 208 th Terrace	NE 209 th Street
17	NE 208 th Terrace	E Dixie Highway	NE 28 th Avenue
19	E Dixie Highway	NE 208 th Terrace	NE 209 th Street
20	NE 208 th Street	E Dixie Highway	NE 28 th Avenue
21	NE 28 th Avenue	NE 208 th Street	NE 208 th Terrace





EXISTING BICYCLE NETWORK REVIEW

A bicycle network review was performed that includes determining the LTS for each study roadway segment and an assessment of bicycle facility connectivity.

Existing Bicycle Level of Traffic Stress (BLTS)

An assessment of each roadway segment’s BLTS was determined by evaluating the existing conditions of bicycle facilities in accordance with FDOT’s *2023 Multimodal QLOS Handbook*. BLTS ranges from 1 to 4, with 1 being the least stressful and 4 being the most stressful. There are two (2) methods for determining BLTS; one (1) that is used when there are bicycle facilities present, and the second that is used when bicycle facilities are not present or when there are sharrows present.

Conditions that impact the BLTS score for segments with bicycle facilities include posted speed limit, annual average daily traffic (AADT), presence of buffers between bicycle facilities and roadways, presence of on-street parking, and width of the facility. AADTs were calculated by applying the appropriate 2024 FDOT seasonal factor (SF) and axle correction factor (ACF) to the continuous 24-hour roadway counts collected along the study roadway segments. Only one (1) segment within Uptown Aventura has bicycle facilities. The segment details and BLTS are provided in **Table 8**. Excerpts of the 2024 FDOT peak season category and axle correction factor reports are provided in **Appendix C**.

Table 8: Existing Bicycle Level of Traffic Stress When Bicycle Facility is Present

Segment Number	Roadway	From	To	BLTS
5	NE 214 th Street	NE 28 th Court	Biscayne Boulevard	1

Conditions that impact the BLTS score for segments without bicycle facilities present, or if there are sharrows present, include posted speed limit, AADT, and land use. The other 21 segments within Uptown Aventura have neither bicycle facilities nor sharrows present. The BLTS for these segments are provided in **Table 9**.

As shown in **Table 8** and **Table 9**, all streets that currently lack bicycle facilities have a BLTS of 3. The one roadway with a continuous, designated bicycle facility is NE 214th Street, from NE 28th Court to Biscayne Boulevard, which has a BLTS of 1.

Detailed BLTS calculations and an excerpt of the FDOT *2023 Multimodal QLOS Handbook* are provided in **Appendix E**.





Table 9: Existing Bicycle Level of Stress When No Bicycle Facility is Present

Segment Number	Roadway	From	To	BLTS
1	E Dixie Highway	NE 214 th Street	NE 214 th Terrace	3
2	NE 214 th Terrace	E Dixie Highway	NE 28 th Court	3
3	E Dixie Highway	NE 213 th Street	NE 214 th Street	3
4	NE 214 th Street	E Dixie Highway	NE 28 th Court	3
6	NE 213 th Street	E Dixie Highway	NE 28 th Avenue	3
7	NE 213 th Street	NE 28 th Avenue	NE 28 th Court	3
8	NE 28 th Avenue	NE 211 th Street	NE 213 th Street	3
9	NE 211 th Street	E Dixie Highway	NE 28 th Avenue	3
10	HCA Hospital Northeast Driveway	NE 28 th Avenue	Biscayne Boulevard	3
11	E Dixie Highway	NE 211 th Street	NE 213 th Street	3
12	NE 28 th Avenue	NE 209 th Street	NE 211 th Street	3
13	E Dixie Highway	NE 209 th Street	NE 211 th Street	3
14	NE 209 th Street	E Dixie Highway	NE 28 th Avenue	3
15	NE 209 th Street	NE 28 th Avenue	Biscayne Boulevard	3
16	NE 28 th Avenue	NE 208 th Terrace	NE 209 th Street	3
17	NE 208 th Terrace	E Dixie Highway	NE 28 th Avenue	3
18	NE 208 th Terrace	NE 28 th Avenue	Biscayne Boulevard	3
19	E Dixie Highway	NE 208 th Terrace	NE 209 th Street	3
20	NE 208 th Street	E Dixie Highway	NE 28 th Avenue	3
21	NE 28 th Avenue	NE 208 th Street	NE 208 th Terrace	3
22	NE 207 th Street	E Dixie Highway	NE 28 th Avenue	3





Existing Bicycle Connectivity

The bicycle network connectivity within the Uptown Aventura area is extremely limited, with approximately one (1) mile of exclusive bicycle facilities along Biscayne Boulevard and NE 214th Street. The lack of additional bicycle facilities within the study area indicates that connectivity and accessibility for bicyclists is poor. As Uptown Aventura continues to grow, vehicular traffic is likely to increase, causing the BLTS to degrade further on segments without dedicated bicycle facilities. Improving the connectivity through implementing exclusive bicycle facilities on key corridors will create safer and more accessible roads for bicycle users.

EXISTING TRANSIT FACILITY REVIEW

The transit facility review includes determining the quality of transit service for each transit stop and route and a description of bus stop amenities as detailed in the FDOT *2023 Multimodal QLOS Handbook*. The quality of transit service for each transit stop is determined by service headways.

Existing Quality of Transit Service

Quality of transit service is evaluated based on the scheduled frequency of transit services. This LOS is determined by the number of vehicles serving a particular station per hour and the service headway in minutes. The LOS is rated on a scale from A to F, with LOS A indicating headways of less than 10-minutes and LOS F representing an infrequent service with headways exceeding 60-minutes, making the transit service unattractive to all riders. **Table 10** displays the three (3) transit stops within the Uptown Aventura area, the route services provided at each stop, and their LOS score.

As shown in **Table 10**, the US-1/Stor-All and BCT Aventura Hospital stops operate at LOS C and the HCA hospital campus shuttle stop operates at LOS E. LOS C indicates a service frequency of three (3) or four (4) vehicles per hour and headways of 15 to 20 minutes. LOS E indicates a service frequency of one (1) vehicle per hour and headways of 31 to 60 minutes. The determined LOS within the study area indicates that transit in Uptown Aventura is available with acceptable headways, apart from the Aventura Express Shuttle, which may be deemed unattractive to riders. Excerpts from the *2023 Multimodal QLOS Handbook* are included in **Appendix F**.

Table 10: Existing Quality of Transit Service Based on Service Frequency

Stop	Location	Route	Agency	LOS
US-1/Stor-All	Approximately 200 feet south of NE 214 th Street	BCT01 South US-1 Local	Broward County Transit	C
US-1/NE 209 th Street (Aventura Hospital)	Approximately 150 feet north of NE 209 th Street	BCT01 South US-1 Local	Broward County Transit	C
		BCT101 South US-1 Breeze	Broward County Transit	C
Aventura Hospital	Located at the porte-cochere of the Aventura Medical Plaza, 21150 Biscayne Boulevard	Purple	Aventura Express Shuttle	E





Bus Stop Amenities

The transit facility at the US-1/Stor-All stop, located approximately 175 feet south of NE 214th Street, is identified as a Partial Amenity stop. The BCT Aventura Hospital stop and the HCA hospital campus shuttle stop were identified as Full Amenity stops. Note that the only Aventura Express shuttle stop in the study area is located at HCA hospital campus and is not physically marked.

Located approximately 550 north of the intersection of Biscayne Boulevard and NE 209th Street, there is an inactive bus stop that is not served by any transit service. As shown in **Figure 12**, this bus stop is identified as a Partial Amenity stop.



Figure 12: Partial Amenity Inactive Bus Stop



FUTURE ROADWAY CONDITIONS DEVELOPMENT

A review of local traffic growth trends, regional travel demand forecasting model outputs, and expected development in the Uptown Aventura area were used to estimate future volumes to evaluate roadway conditions/levels of service.

GROWTH RATE CALCULATIONS

In order to project future volumes expected in short-term (2030) and long-term (2045) planning horizons, two (2) methods of volume development were performed. Short-term (2030) volume projections were determined based on (a) historical growth trends at nearby FDOT traffic count stations and (b) traffic volume comparisons from the year 2015 and 2045 Florida Standard Urban Transportation Model Structure (FSUTMS) Southeast Florida Regional Planning Model (SERPM). Long-term (2045) planning horizon volume projections were calculated by modifying the area's population and employment in the 2045 SERPM model based on future development information provided by the City. The following sections detail both volume projection calculations.

Short-Term Growth Calculations

Short-term future (2030) traffic growth on the transportation network was determined based upon (a) historical growth trends at nearby FDOT traffic count stations and (b) traffic volume comparisons from the year 2015 and 2045 FSUTMS SERPM. FDOT count stations referenced in this analysis include:

- FDOT count station #860268: US-1/SR 5/Biscayne Boulevard, at Miami-Dade/Broward County Line
- FDOT count station #870015: US-1/SR 5/Biscayne Boulevard, 600' south of NE 191st Street
- FDOT count station #870268: US-1/SR 5/Biscayne Boulevard, 200' south of Miami-Dade/Broward County Line
- FDOT count station #878354: W Dixie Highway, 200' south of NE 215th Street
- FDOT count station #878640: NE 203rd Street/Ives Dairy, 200' west of NE 24th Avenue

The historical growth rate analysis, based on FDOT count stations, examined linear, exponential, and decaying exponential growth rates for the most recent five (5) and 10-year periods. Note that these calculations did not include the atypical volumes from 2020 and 2021 but rather interpolated volumes for those years using data from 2019 and 2022. Growth rates with R² values less than 50 percent (50%) were excluded to select the appropriate FDOT growth rate. With this exclusion, the highest FDOT growth rate calculated was the 10-year decaying exponential growth trend which yielded a growth rate of 1.74 percent (1.74%).

Based on the volume information obtained from the years 2015 and 2045 FSUTMS SERPM, an annual growth rate of 0.65 percent (0.65%) in the vicinity of the project was calculated.

Therefore, to provide for a conservative analysis, the higher growth rate of 1.74 percent (1.74%) based on historical FDOT data was applied annually to the existing traffic volumes to develop short-term (2030) traffic volumes. Detailed short-term growth rate calculations are contained in **Appendix G**.





Long-Term Growth Calculations

Long-term future (2045) traffic volumes on the transportation network were determined using year 2045 SERPM volumes. The 2045 SERPM model was adjusted to account for the planned maximum allowable development in Uptown Aventura along with future planned development immediately adjacent to the study area. Future development information was provided by City of Aventura staff for the currently planned developments, shown in purple and grey in **Figure 13**, as well as potential development for vacant land and the adjacent areas, shown in green. The information provided by the City is included in **Appendix G**.

Table 11 summarizes the development added to the 2045 SERPM model. Additionally, the areas of the non-residential land uses were converted to equivalent numbers of employees using SERPM land use conversion rates depicted in **Figure 14**. Modified SERPM model output plots are included in **Appendix G**.



Figure 13. Currently Planned Developments and Vacant Land



Table 11. 2045 SERPM Model Adjustments

Traffic Analysis Zone (TAZ)	TAZ Location	Development Added
69	Uptown Aventura	2,265 residential units 133,182 square feet of retail space 1,704,000 square feet of office space 560 hotel rooms 299,528 square feet of industrial space
71	East of Uptown Aventura	2,308 residential units 410,596 square feet of retail space 302,353 square feet of office space 300 hotel rooms

Land Use	Conversion Rate*
Single-Family Dwelling Unit	3 persons per DU
Multi-Family Dwelling Unit	2 persons per DU
Office	4 service employees per 1,000 sq ft
Hospital	3 service employees per 1,000 sq ft
Retail <200k sq ft	2 - 3 commercial employees per 1,000 sq ft
Large Retail	1.5 - 2 commercial employees per 1,000 sq ft
Industrial	2 industrial employees per 1,000 sq ft
Warehousing	1 industrial employee per 1,000 sq ft
Hotel	.5 - 1 service employee per room

*This data is a compilation of "Rules of Thumb" and calculations using the ITE *Trip Generation Manual*. These conversion rates should only be considered when local data, FDOT District guidance or more specific knowledge is not available.

Figure 14. SERPM Land Use Conversion Rates Per Multimodal Transportation Site Impact Handbook, March 2024





FUTURE CONDITIONS ROADWAY CAPACITY ANALYSIS

A roadway capacity analysis was performed for the study roadway segments for short-term (2030) conditions and long-term (2045) conditions. The roadway segment capacity analysis process was conducted in accordance with the FDOT *2023 Multimodal Quality/Level of Service (QLOS) Handbook*. Key criteria include roadway context classification, roadway type, number of lanes, state ownership, median type, and the presence of left and right-turn lanes. The roadway LOS was determined using the peak hour volumes calculated for each future conditions analysis scenario. Note that the context classification for the study area was assumed to change to C5 (Urban Center) under long-term (2045) conditions due to the expected future development patterns/density in Uptown Aventura.

The resulting level of service for each segment is presented in **Table 12** and **Table 13**. Note that the FDOT *2023 Multimodal QLOS Handbook* does not provide thresholds for LOS A, B, or C for two-lane roadways with a C4 (Urban General) or C5 (Urban General) context classification. Therefore, the best LOS possible for the study roadways is LOS D despite a significant portion of roadway capacity being available for most of these roadways. As shown in these tables, all segments within the study area are expected to operate at LOS D during the A.M. and P.M. peak hours except for the following roadway segments which are expected to operate at LOS E:

- E Dixie Highway between NE 214th Street and NE 214th Terrace
- E Dixie Highway between NE 213th Street and NE 214th Street

Note that **Table 12** and **Table 13** also include the percent capacity available for each roadway segment under LOS D thresholds. Detailed roadway segment analysis worksheets are included in **Appendix H**.





Table 12. Short-term Future (2030) Conditions Roadway Segment Level of Service

Segment Number	Roadway	From	To	LOS		% Capacity Available until LOS E	
				A.M. Peak Hour	P.M. Peak Hour	A.M. Peak Hour	P.M. Peak Hour
1	E Dixie Highway	NE 214 th Street	NE 214 th Terrace	E	D	-1%	24%
2	NE 214 th Terrace	E Dixie Highway	NE 28 th Court	D	D	99%	97%
3	E Dixie Highway	NE 213 th Street	NE 214 th Street	D	D	24%	45%
4	NE 214 th Street	E Dixie Highway	NE 28 th Court	D	D	71%	74%
5	NE 214 th Street	NE 28 th Court	Biscayne Boulevard	D	D	70%	68%
6	NE 213 th Street	E Dixie Highway	NE 28 th Avenue	D	D	93%	91%
7	NE 213 th Street	NE 28 th Avenue	NE 28 th Court	D	D	90%	81%
8	NE 28 th Avenue	NE 211 th Street	NE 213 th Street	D	D	86%	77%
9	NE 211 th Street	E Dixie Highway	NE 28 th Avenue	D	D	81%	87%
10	HCA Hospital Northeast Driveway	NE 28 th Avenue	Biscayne Boulevard	D	D	88%	89%
11	E Dixie Highway	NE 211 th Street	NE 213 th Street	D	D	29%	50%
12	NE 28 th Avenue	NE 209 th Street	NE 211 th Street	D	D	76%	72%
13	E Dixie Highway	NE 209 th Street	NE 211 th Street	D	D	44%	60%
14	NE 209 th Street	E Dixie Highway	NE 28 th Avenue	D	D	79%	84%
15	NE 209 th Street	NE 28 th Avenue	Biscayne Boulevard	D	D	65%	61%
16	NE 28 th Avenue	NE 208 th Terrace	NE 209 th Street	D	D	80%	81%
17	NE 208 th Terrace	E Dixie Highway	NE 28 th Avenue	D	D	93%	95%
18	NE 208 th Terrace	NE 28 th Avenue	Biscayne Boulevard	D	D	91%	88%
19	E Dixie Highway	NE 208 th Terrace	NE 209 th Street	D	D	61%	72%
20	NE 208 th Street	E Dixie Highway	NE 28 th Avenue	D	D	71%	81%
21	NE 28 th Avenue	NE 208 th Street	NE 208 th Terrace	D	D	82%	81%
22	NE 207 th Street	E Dixie Highway	NE 28 th Avenue	D	D	97%	96%





Table 13. Long-term Future (2045) Conditions Roadway Segment Level of Service

Segment Number	Roadway	From	To	LOS*		% Capacity Available until LOS E	
				A.M. Peak Hour	P.M. Peak Hour	A.M. Peak Hour	P.M. Peak Hour
1	E Dixie Highway	NE 214 th Street	NE 214 th Terrace	E	E	-41%	-6%
2	NE 214 th Terrace	E Dixie Highway	NE 28 th Court	D	D	98%	96%
3	E Dixie Highway	NE 213 th Street	NE 214 th Street	E	D	-6%	23%
4	NE 214 th Street	E Dixie Highway	NE 28 th Court	D	D	60%	63%
5	NE 214 th Street	NE 28 th Court	Biscayne Boulevard	D	D	58%	56%
6	NE 213 th Street	E Dixie Highway	NE 28 th Avenue	D	D	90%	88%
7	NE 213 th Street	NE 28 th Avenue	NE 28 th Court	D	D	86%	73%
8	NE 28 th Avenue	NE 211 th Street	NE 213 th Street	D	D	80%	68%
9	NE 211 th Street	E Dixie Highway	NE 28 th Avenue	D	D	74%	82%
10	HCA Hospital Northeast Driveway	NE 28 th Avenue	Biscayne Boulevard	D	D	83%	85%
11	E Dixie Highway	NE 211 th Street	NE 213 th Street	D	D	1%	30%
12	NE 28 th Avenue	NE 209 th Street	NE 211 th Street	D	D	67%	61%
13	E Dixie Highway	NE 209 th Street	NE 211 th Street	D	D	21%	44%
14	NE 209 th Street	E Dixie Highway	NE 28 th Avenue	D	D	70%	77%
15	NE 209 th Street	NE 28 th Avenue	Biscayne Boulevard	D	D	51%	46%
16	NE 28 th Avenue	NE 208 th Terrace	NE 209 th Street	D	D	72%	74%
17	NE 208 th Terrace	E Dixie Highway	NE 28 th Avenue	D	D	90%	92%
18	NE 208 th Terrace	NE 28 th Avenue	Biscayne Boulevard	D	D	88%	83%
19	E Dixie Highway	NE 208 th Terrace	NE 209 th Street	D	D	45%	61%
20	NE 208 th Street	E Dixie Highway	NE 28 th Avenue	D	D	59%	74%
21	NE 28 th Avenue	NE 208 th Street	NE 208 th Terrace	D	D	74%	74%
22	NE 207 th Street	E Dixie Highway	NE 28 th Avenue	D	D	95%	94%





ROADWAY SEGMENT SENSITIVITY ANALYSIS

Based on feedback from City of Aventura Commission, a sensitivity analysis was prepared for the area under long-term (2045) conditions to identify the volume capacity available and the growth rate required to exceed LOS D and operate at LOS E. The results of the sensitivity analysis are depicted in **Table 14**. As shown in this table, the average annual growth rate required for roadway volumes within the study area to exceed LOS D by 2045 is 9.8 percent (9.8%), 14 times more than the calculated annual growth rate of 0.7 percent (0.7%). Therefore, the interior roadways (excluding E Dixie Highway) within Uptown Aventura are expected to maintain ample capacity and are not expected to degrade to LOS E by 2045.

Table 14: Average Annual Growth Rate Sensitivity Analysis

Growth Rate Needed to Exceed LOS D	
Average Segment 2030 Peak Hour Volume	369
Average Segment LOS D Peak Hour Capacity	910
Average Available Peak Hour Volume	541
Average Annual Growth Rate	9.8%





PROPOSED MULTIMODAL IMPROVEMENTS

Based on the results of the future conditions roadway capacity analysis, the expected future development within Uptown Aventura, and the existing transit, pedestrian, and bicycle infrastructure, roadways within the study area were reviewed to identify potential facility improvements that can be provided to address capacity issues and encourage multimodal transportation within the study area. As future developments are currently planned for the northern area and may be expected for the southern area of Uptown Aventura, an expansion to the existing transit network is proposed. Additionally, based on the locations of currently planned and future potential development, increased vehicular, pedestrian, and bicycle traffic may impact NE 214th Street, NE 28th Avenue, NE 208th Street, NE 209th Street, and E Dixie Highway. Therefore, improvements along those roadways are proposed. Note that NE 214th Street is planned to be improved as part of the Uptown Aventura development, consisting of enhanced bicycle and pedestrian infrastructure. Improvements were contemplated for the remaining roadways using the *FDOT Design Manual (FDM)*, January 1, 2025 standards for lane, sidewalk, bicycle facilities, and shared use path widths.

Wide sidewalks adjacent to curb and gutter are proposed for the cross sections of NE 28th Avenue, NE 208th Street, NE 209th Street, and E Dixie Highway for instances where sidewalks are narrow, flush, or not present. Additionally, some improvements require the elimination of unpaved swale areas. As these improvements alter existing drainage patterns, necessary stormwater infrastructure should be evaluated when designing the proposed improvements.

Additionally, comprehensive crosswalk enhancements in compliance with existing federal, state, and local standards should be pursued in order to improve pedestrian safety and accessibility. Marked crosswalks should be installed at all major intersections, ensuring continuous connectivity and accessibility through the area; specifically north-south connectivity via NE 214th Street and along the east leg of NE 209th Street/NE 28th Avenue. Crosswalks in the area should consider high-emphasis markings to make pedestrians more noticeable to drivers and reduce the risk of accidents. In addition to these physical improvements, upgraded pedestrian-level lighting should be implemented to improve visibility during nighttime and low-light conditions, creating a safer environment for all users. Furthermore, the improvements should incorporate ADA-compliant curb ramps and detectable warning surfaces at crossing points.

In conjunction with an expansion of bicycle facility network via E Dixie Highway and NE 208th Street, opportunities to expand accessibility of bicycles should be reviewed, such as an expansion of the bike-share program to the area by providing local bike-share stations.

POTENTIAL TRANSIT ROUTE EXTENSION

As developments in the northern area of Uptown Aventura are constructed, the need for additional transit stops and infrastructure increases. Currently, the Aventura Express Shuttle travels along Biscayne Boulevard, NE 209th Street, NE 28th Avenue, and within the HCA hospital campus in Uptown Aventura. This route can be expanded to travel further into Uptown Aventura and provide service along NE 208th Street, E Dixie Highway, NE 211th Street, and NE 214th Street to support





those additional users. **Figure 15** provides an example of an expanded route for the Aventura Express Shuttle.

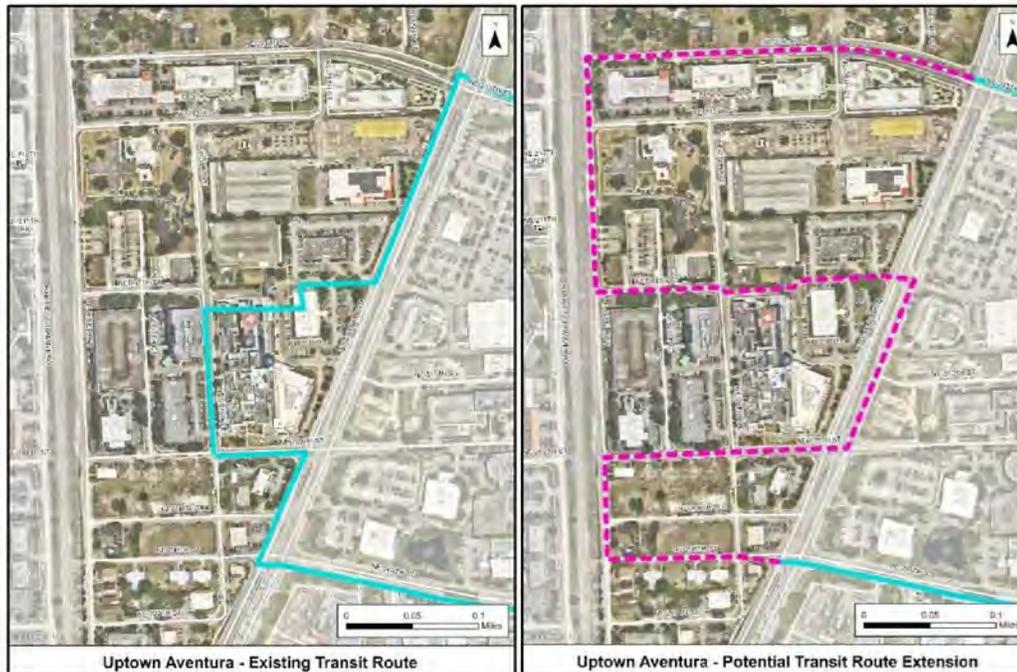


Figure 15. Existing Aventura Express Shuttle Routes and Potential Route Expansion

PROPOSED NE 28TH AVENUE IMPROVEMENTS

NE 28th Avenue is an undivided two (2) lane north-south roadway connecting NE 213th Street to NE 207th Street. This central corridor provides connectivity through the HCA hospital campus and to NE 28th Street and NE 209th Street which provide signalized access on Biscayne Boulevard. There are currently gaps in the sidewalk network on the east side of the facility, south of NE 213th Street and between NE 208th Terrace and NE 209th Terrace, and on the west side of the facility, south of NE 209th Street. Some segments of the roadway are curbed, while others have no separation between the edge of the travel lane and unpaved areas along the side of the facility. The public right-of-way south of NE 213th Street appears to be 30 feet wide based on a cursory review of property boundaries, and is proposed to be widened an additional 25 feet with the Aventura Eco Offices development. Currently, a six (6) foot wide flush sidewalk is provided without any separation from the two (2) 12-foot travel lanes. **Figure 16** below provides the existing cross section of NE 28th Avenue south of NE 213th Street.



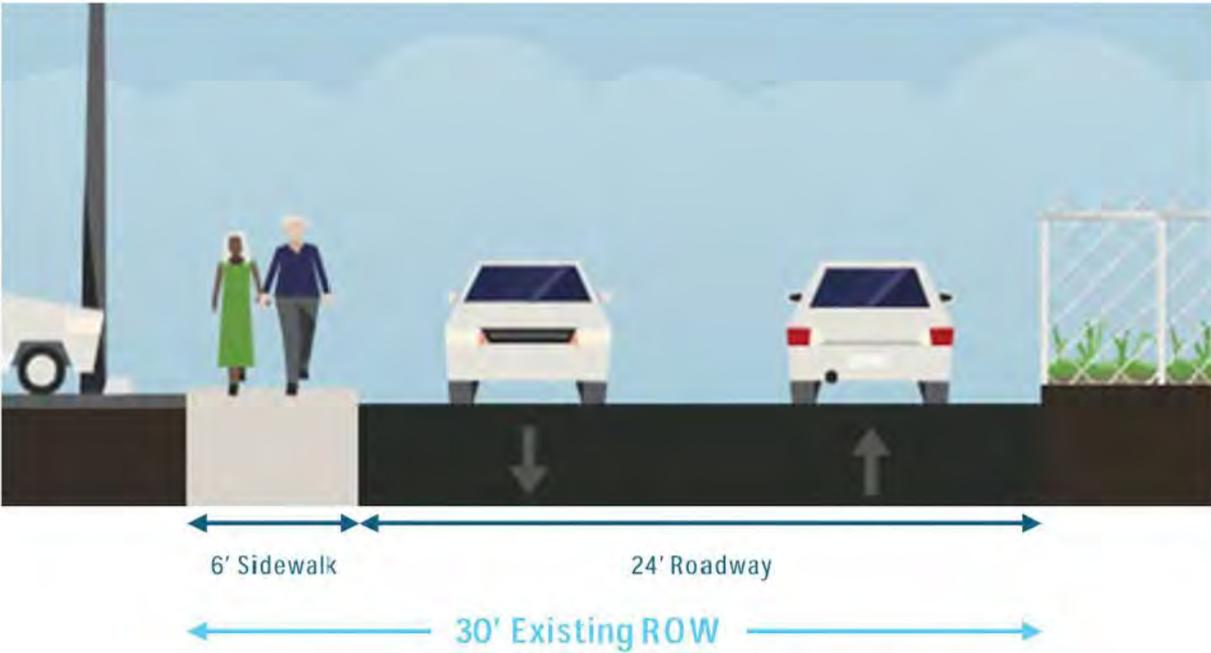


Figure 16. Existing Cross Section for NE 28th Avenue, south of NE 213th Street

In order to serve the additional pedestrian traffic expected along this roadway, a minimum of 10-foot wide sidewalks is recommended per the FDM. Additionally, as the Aventura Eco Offices development is planned for the vacant areas on the east side of NE 28th Avenue, south of NE 213th Street, nine (9) feet of on-street parking including curb and gutter is proposed to be provided. Figure 17 provides the proposed cross section for NE 28th Avenue, south of NE 213th Street.



Figure 17. Proposed Cross Section for NE 28th Avenue, south of NE 213th Street





The public right-of-way on NE 28th Avenue, south of NE 209th Street appears to be 50 feet wide, based on a cursory review of property boundaries. Currently, a five (5) foot wide flush sidewalk is provided on the east side of the roadway, with 10 feet of unpaved swale, two (2) 10-foot travel lanes, and 15 feet of unpaved swale on the west side are provided. **Figure 18** below provides the existing cross section of NE 28th Avenue south of NE 209th Street.



Figure 18. Existing Cross Section for NE 28th Avenue, south of NE 209th Street

In order to serve the additional traffic expected along this roadway, 10-foot minimum wide sidewalks are proposed with landscape and curb and gutter and 12-foot-wide travel lanes are proposed consistent with the northern segments of NE 28th Avenue. **Figure 19** provides the proposed cross section for NE 28th Avenue, south of NE 209th Street.

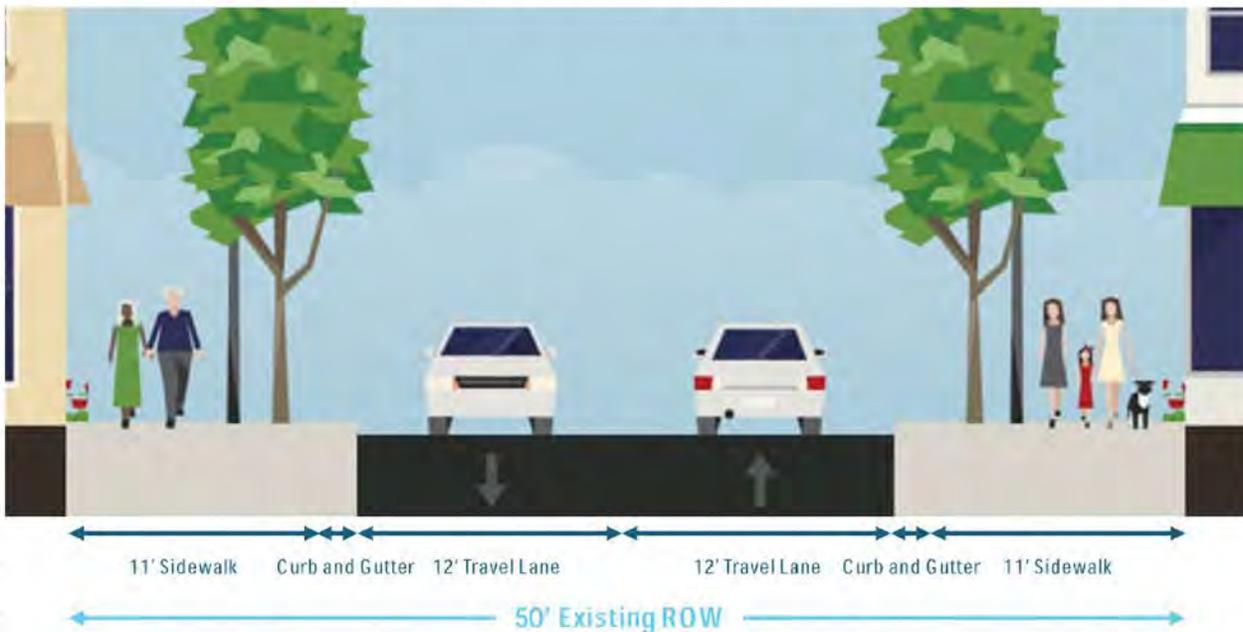


Figure 19. Proposed Cross Section for NE 28th Avenue, south of NE 209th Street





PROPOSED E DIXIE HIGHWAY IMPROVEMENTS

E Dixie Highway is an undivided two (2) lane north-south roadway connecting NE 206th Street through Uptown Aventura. This boundary facility provides access to all east-west roadways in the area including NE 214th Street, NE 28th Street, and NE 209th Street which provide signalized access on Biscayne Boulevard and crosses the FEC Railway via SW 11th Street. There are currently gaps in the sidewalk network on the west side of the corridor, adjacent to the railroad, and on some segments of the east side of the facility. Given its proximity to the railroad, improvements were proposed for the east side of the roadway. The distance between the edge of pavement and the back of the sidewalk on E Dixie Highway, north of NE 214th Street, appears to be approximately 55 feet wide based on a cursory review. Currently, the roadway includes an 11-foot southbound travel lane, striped median for the northbound left-turn lane, a 12-foot northbound travel lane, and a nine (9) foot wide undesignated paved area adjacent to approximately 16 feet of unpaved swale. **Figure 20** provides the existing cross section for E Dixie Highway, north of NE 214th Street.

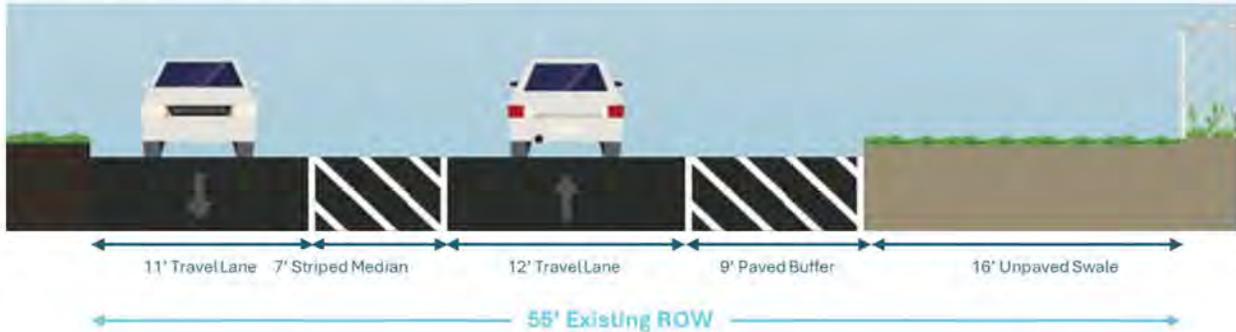


Figure 20. Existing Cross Section for E Dixie Highway, north of NE 214th Street

The distance between the edge of pavement and the back of the sidewalk on E Dixie Highway, south of NE 214th Street, appears to be approximately 50 feet wide based on a cursory review. Currently, the roadway includes 12-foot travel lanes and 26 feet of unpaved swale. **Figure 21** provides the existing cross section for E Dixie Highway, south of NE 209th Street.

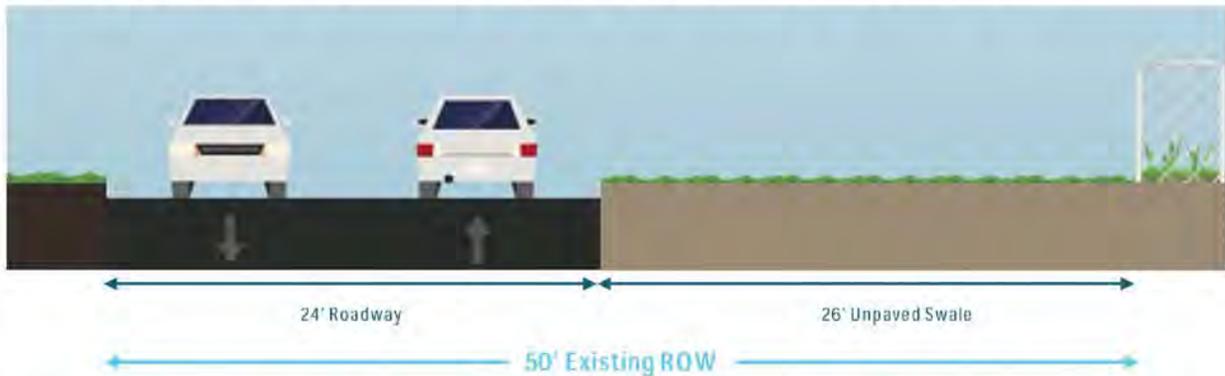


Figure 21. Existing Cross Section for E Dixie Highway, south of NE 209th Street





In order to serve the additional vehicular, pedestrian, and bicycle traffic expected along this roadway, an extension of the northbound left-turn lane is proposed north of NE 214th Street, as the turn lane currently tapers to start just south of NE 214th Terrace. Additionally, a 14-foot-wide shared use path is proposed along the east side of the road to provide bicycle and pedestrian connectivity, while maintaining a minimum of five (5) feet of separation between the shared use path and the edge of pavement via a landscape buffer and lighting. If the Aventura Express Shuttle route is extended through NE 209th Street to E Dixie Highway, transit stops can be provided along the roadway in place of some landscaped areas. Lastly, median islands can be accommodated within the roadway south of NE 214th Street. **Figure 22** and **Figure 23** provide the proposed cross sections for E Dixie Highway, north and south of NE 209th Street.



Figure 22. Proposed Cross Section for E Dixie Highway, North of NE 214th Street



Figure 23. Proposed Cross Section for E Dixie Highway, South of NE 209th Street





PROPOSED NE 208TH STREET IMPROVEMENTS

NE 208th Street is an undivided two (2) lane east-west roadway connecting E Dixie Highway to Biscayne Boulevard. This facility provides signalized access to Biscayne Boulevard. There are currently gaps in the sidewalk network on the north and south sides of the roadway, west of NE 28th Avenue. The public right of way appears to be 55 feet wide. Currently, the roadway includes approximately 21 feet of roadway with unpaved swale on either side of the travel lanes as shown in **Figure 24**.

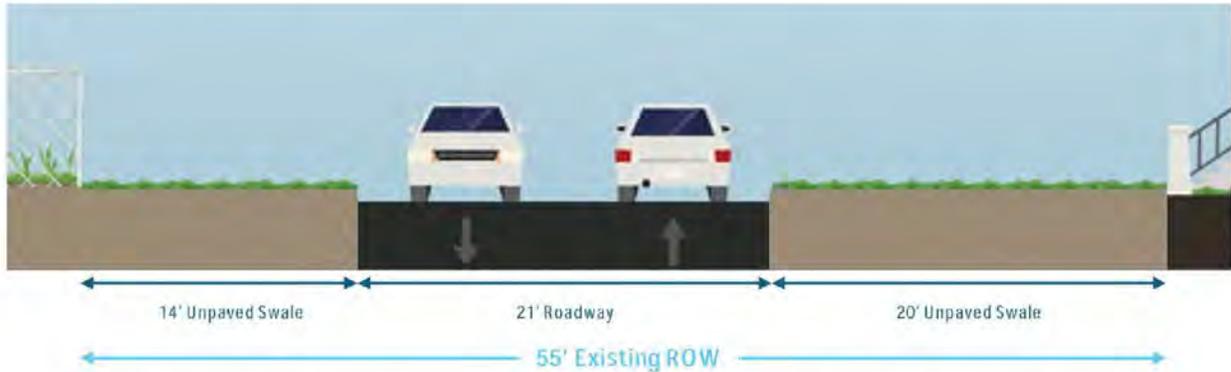


Figure 24. Existing Cross Section for NE 208th Street, west of NE 28th Avenue

In order to serve the additional vehicular, pedestrian, and bicycle traffic expected along this roadway, 11-foot travel lanes and a two-way 10-foot wide bicycle facility/cycle track with a three (3) foot buffer is proposed to connect from Biscayne Boulevard to E Dixie Highway, in addition to 10-foot minimum wide sidewalks. In order to accommodate this infrastructure, approximately five (5) feet of additional right-of-way is needed. **Figure 25** provides the proposed cross section for NE 28th Avenue.



Figure 25. Proposed Cross Section for NE 208th Street, west of NE 28th Avenue





PROPOSED NE 209TH STREET IMPROVEMENTS

NE 209th Street is an undivided two (2) lane east-west roadway connecting E Dixie Highway to Biscayne Boulevard. This facility provides signalized access to Biscayne Boulevard and has a designated westbound left-turn lane at its intersection with NE 28th Avenue. There are currently gaps in the sidewalk network on the south side of the facility, west of NE 28th Avenue. The majority of the roadway is curbed, with the exception of the south side, west of NE 28th Avenue. The Aventura Express Shuttle route runs along NE 209th Street between Biscayne Boulevard and NE 28th Avenue. The public right of way appears to be 50 feet wide. Currently the roadway includes a six (6)-foot sidewalk with 6.5 feet of area for landscaping and curb and gutter adjacent to the travel lanes, and 15 feet of unpaved swale on the south side of the roadway as shown in **Figure 26**.



Figure 26. Existing Cross Section for NE 209th Street, west of NE 28th Avenue

Wide sidewalks are proposed along NE 209th Street west of NE 28th Avenue. Additionally, a two-way-left-turn-lane is proposed to provide access to the north and future developments to the south. Additionally, if desired, the Aventura Express Shuttle route can be extended through NE 209th Street to E Dixie Highway and can service a proposed transit shelter on the north or south sidewalks. In order to accommodate this infrastructure, a minimum of 10 feet of additional right-of-way is needed. **Figure 27** provides the proposed cross section for NE 209th Street, west of NE 28th Avenue.





Figure 27. Proposed Cross Section for NE 209th Street, west of NE 28th Avenue

PROPOSED AND PLANNED IMPROVEMENT NETWORK

In addition to the proposed enhancements, further improvements are planned to be implemented in coordination with future development efforts. **Figure 28** illustrates both proposed improvements along NE 28th Avenue, E Dixie Highway, NE 208th Street, and NE 209th Street as well as planned improvements to be completed with approved developments within the study area. Note that as Uptown Aventura continues to grow, it is expected that new developments will continue to contribute to an improved pedestrian and bicycle network along segments where improvements are not currently planned.





Figure 28. Planned and Proposed Improvements





FUTURE PEDESTRIAN NETWORK REVIEW

A future pedestrian network review with the proposed improvements was performed that includes determining the LTS stress for each study roadway segment. The future pedestrian network including proposed and planned improvements is illustrated in **Figure 29**. Note that NE 214th Street is planned to be improved as part of the Uptown Aventura redevelopment, consisting of enhanced bicycle and pedestrian infrastructure.

FUTURE PEDESTRIAN LEVEL OF TRAFFIC STRESS (PLTS)

An assessment of the PLTS of roadway segment at which improvements are planned/proposed was conducted in accordance with the *FDOT 2023 Multimodal QLOS Handbook*. The PLTS stress is presented in **Table 15**.

As shown in **Table 15**, the future PLTS of all roadway segments where improvements are planned/proposed improved from existing conditions. The future PLTS of all roadway segments, where improvements are planned/proposed, improve from existing PLTS of 4 and 5 to PLTS 1, 2, and 3. Detailed PLTS calculations are provided in **Appendix I**.

Table 15. Pedestrian Level of Traffic Stress for Roadways with Planned/Proposed Improvements

Segment Number	Roadway	From	To	PLTS (Existing)	PLTS (Future)
1	E Dixie Highway	NE 214 th Street	NE 214 th Terrace	5	2
3	E Dixie Highway	NE 213 th Street	NE 214 th Street	5	2
4	NE 214 th Street	E Dixie Highway	NE 28 th Court	5	1
7	NE 213 th Street	NE 28 th Avenue	NE 28 th Court	5	3
8	NE 28 th Avenue	NE 211 th Street	NE 213 th Street	5	3
11	E Dixie Highway	NE 211 th Street	NE 213 th Street	5	2
12	NE 28 th Avenue	NE 209 th Street	NE 211 th Street	4	3
13	E Dixie Highway	NE 209 th Street	NE 211 th Street	5	2
14	NE 209 th Street	E Dixie Highway	NE 28 th Avenue	4	3
16	NE 28 th Avenue	NE 208 th Terrace	NE 209 th Street	5	3
19	E Dixie Highway	NE 208 th Terrace	NE 209 th Street	5	2
20	NE 208 th Street	E Dixie Highway	NE 28 th Avenue	5	3
21	NE 28 th Avenue	NE 208 th Street	NE 208 th Terrace	5	3





Figure 29. Future Pedestrian Network





FUTURE BICYCLE NETWORK REVIEW

A future bicycle network review was performed that includes determining the LTS for study roadway segments where improvements are planned/proposed. The future bicycle network including proposed and planned improvements is illustrated in **Figure 30**.

FUTURE BICYCLE LEVEL OF TRAFFIC STRESS (BLTS)

An assessment of the improved roadway segment’s BLTS was determined by evaluating the future conditions of bicycle facilities in accordance with FDOT’s *2023 Multimodal QLOS Handbook*. BLTS ranges from 1 to 4, with 1 being the least stressful and 4 being the most stressful.

In the future, seven (7) additional segments within Uptown Aventura are proposed to include bicycle facilities. As shown in **Table 16** the future BLTS of all roadway segments where improvements are planned/proposed improved from existing conditions from BLTS of 3 to BLTS 1. Detailed BLTS calculations are provided in **Appendix J**.

Table 16. Bicycle Level of Traffic Stress for Roadways with Planned/Proposed Improvements

Segment Number	Roadway	From	To	BLTS (Existing)	BLTS (Future)
1	E Dixie Highway	NE 214 th Street	NE 214 th Terrace	3	1
3	E Dixie Highway	NE 213 th Street	NE 214 th Street	3	1
4	NE 214 th Street	E Dixie Highway	NE 28 th Court	3	1
11	E Dixie Highway	NE 211 th Street	NE 213 th Street	3	1
13	E Dixie Highway	NE 209 th Street	NE 211 th Street	3	1
19	E Dixie Highway	NE 208 th Terrace	NE 209 th Street	3	1
20	NE 208 th Street	E Dixie Highway	NE 28 th Avenue	3	1





Figure 30. Future Bicycle Network





TRANSIT SERVICE REVIEW

As future developments are currently planned for the northern area and may be expected for the southern area of Uptown Aventura, the need for additional transit stops and infrastructure increases.

QUALITY OF TRANSIT SERVICE

Quality of transit service is evaluated based on the scheduled frequency of transit services. This LOS is determined by the number of vehicles serving a particular station per hour and the service headway in minutes. The LOS is rated on a scale from A to F, with LOS A indicating headways of less than 10-minutes and LOS F representing an infrequent service with headways exceeding 60-minutes, making the transit service unattractive to all riders.

Although this plan proposes a potential expanded trolley route through Uptown Aventura, quality of transit service is evaluated based on headway and frequency. As such, coordination should be had with Broward County Transit (BCT) and Miami Dade County Transit (MDT) to identify opportunities to increase quality of transit service. Transit ridership should be reviewed after any expansions to transit service within Uptown Aventura to ensure these expansions are adequately serving the needs of residents and visitors within this area.

TRANSIT INFRASTRUCTURE IMPROVEMENTS

Providing transit stops with complete shelters along existing routes would significantly support and encourage transit use within Uptown Aventura. A complete shelter typically includes a physical structure to protect users from the elements, seating or benches for comfort, an ADA-accessible landing pad, clear bus stop signage, lighting, well-maintained sidewalks that ensure safe and convenient access, and waste receptacles. These amenities not only enhance the rider experience but also contribute to increased safety, accessibility, and overall system convenience. It is recommended that a comprehensive study be conducted to prioritize infrastructure improvements at both existing and future bus stop locations and ensure that investments align with transit demand. Consistent with the potential transit route expansion and the sidewalk and bicycle facility improvements proposed along E Dixie Highway, NE 208th Street, NE 209th Street, and NE 214th Street, transit stops along these roadways as well as Biscayne Boulevard and NE 211th Street are recommended.





MULTIMODAL TRANSPORTATION POLICY

Best practices in multimodal transportation policy were examined and documented including modal prioritization, Transportation Control Measures (TCM), multimodal and micromobility programs, and mobility impact fee programs. In addition to these programs, the current process for conducting traffic impact reviews on proposed projects will continue to be followed, and individual impacts to intersections will be evaluated for improvement opportunities.

MODAL PRIORITIZATION

The increasing population and planned development in Uptown Aventura is accelerating the need to improve existing pedestrian, bicycle, and transit facilities to create multimodal options for residents, the workforce, and visitors. An increase in micromobility options provides cost-effective methods to build capacity in a transportation system by expanding the participation of residents in alternative modes of transportation.

Completing sidewalk and bicycle facility networks involves the identification of gaps in the existing network and prioritize areas with high pedestrian and cyclist traffic. There should be a focus on safety and connectivity with the development of infrastructure with clear signage, consistent pavement markings for crosswalks and bicycle lanes, and appropriate lighting. Context classification should influence pedestrian, bicycle facilities, and appropriate lighting. Therefore, infrastructure improvements within this area should prioritize improvements to address alternative modes.

MULTIMODAL AND MICROMOBILITY PROGRAMS

A multimodal transportation system is conducive to reducing single occupant vehicle (SOV) trips, improving livability, and promoting environmental sustainability. Benefits include reducing the strain on roadway and parking systems, reducing transportation costs for residents, commuters, and businesses, lower vehicular emissions, and allowing for adaptive solutions to economic and population needs.

As the population of Uptown Aventura increases, dependence on multimodal and micromobility programs will continue to increase as well. The local on-demand service, Freebee, can increase its influence through marketing and outreach campaigns and implement signage at common pick-up/drop-off zones in the HCA hospital campus with information about the service.

Bike-share stations within Uptown Aventura will increase bicycle connectivity between the area and other stations throughout the City of Aventura. Public input can identify preferred locations for new stations throughout the area.

A review of expanding the Aventura shuttle routes and MDT/BCT transit routes can be conducted to identify unmet transit need and collaborate between the services to provide seamless connections, reduce headways, and ensure integration between other transportation modes.

TRANSPORTATION CONTROL MEASURES (TCM)

When reviewing new developments that are proposed within Uptown Aventura, the City should consider how the project plans to reduce the impact of the project traffic on the surrounding





roadway network and promote multimodal transportation. In addition, other measures should be taken into consideration to encourage the use of public transportation, bicycling, walking, and identifying alternatives to typical workday hours. Private developers should consider incorporating strategies and methods that could be documented within a TCM plan as part of development applications, such as the following:

- Creating an Employee Transportation Coordinator position to run the TCM programs
- Providing secure bicycle parking (bicycle racks and/lockers)
- Providing transit information within the site including route schedules and maps
- Providing a shuttle service to and from the Aventura Brightline station
- Providing designated scooter/motorcycle parking spaces
- Providing a bike-share station near the site
- Providing carpool incentive program for employees
- Providing subsidized transit passes for employees
- Providing shared bicycles or scooters
- Providing car/vanpooling designated parking spaces
- Providing wide hallways to accommodate bicycles
- Providing elevators that can accommodate bicycles
- Providing a bicycle workroom or shop
- Providing bicycle washing stations
- Providing a bicycle drop-off/valet service
- Providing improved, enhanced (wide) sidewalks around the site for enhanced pedestrian mobility.

MOBILITY IMPACT FEE PROGRAMS

As the population increases in the City, the need to improve existing pedestrian, bicycle, and transit facilities including creating additional multimodal options grows. The City currently incorporates Transportation Mitigation Impact fees for developments to support and fund the expansion, operation and maintenance of the Aventura Express Circulator System. Per Section 2-302 in the City's *Code of Ordinances*, the Transportation Mitigation Impact fees are based on the demand that increased development is expected to have on the Aventura Express. The current Transportation Mitigation Impact fee schedule is detailed in **Table 17**.





Table 17. Existing City of Aventura Transportation Mitigation Impact Fees

Land Use (Unit of Measure)	Fee per Unit of Measure
Residence (per Dwelling)	\$ 803.05
Office (per 1,000 FT ²)	\$1,286.59
Retail (per 1,000 FT ²)	\$1,797.33
Tourist Accommodation (per 1,000 FT ²)	\$2,247.22
Industrial (per 1,000 FT ²)	\$1,089.35
Institutional (per 1,000 FT ²)	\$1,910.09

While funding the expansion, operations and maintenance of the Aventura Express is important to providing a robust transit network. The City should consider implementing a Mobility Impact Fee program which would be calculated based on the demand that increased development is expected to have on all modes of travel, including pedestrian/bicycle, transit, and automobiles. Establishing a mobility fee system would increase funds for capital improvement projects which could be used to improve existing infrastructure and create new transportation facilities to decrease SOV trips, rather than funding solely the Aventura Express Shuttle.

Several jurisdictions in Florida have evaluated the application of mobility fees to serve as an alternative to transportation impact fees. Like transportation concurrency fees, mobility fees address the long-term concern associated with growth and management goals. The Department of Economic Opportunity issued a *Joint Report on Mobility Fee Methodology Study* that identifies the basic principles to be considered when implementing a mobility fee. The following principles were identified:

- **Accountability:** Ensure new developments provide multimodal mitigation for impacts in the surrounding transportation system and mobility options.
- **Transparency and Predictability:** Requirements put on developers are clear and consistent.
- **Minimum Application:** The mobility fee should be applied with the participation of local governments (i.e., municipalities). Local governments would create an interlocal agreement that establishes the framework for the mobility fee that includes establishing funding priorities and methods for the equitable distribution of funds.
- **Multimodal Planning:** The mobility fee should be based on mobility plans that incorporate multimodal options such as transit, bicycle lanes, pedestrian walkways, congestions management strategies, and/or additional appropriate facilities and services. Plans that identify areas where development is desired to reduce auto dependence should also be included.





- **Promote Compact, Mixed-Use and Energy-Efficient Development:** The mobility fee should incorporate the location of the new development to support a growth management policy to encourage a transit supportive development and design strategies that reduce transportation demand.
- **Local Government Flexibility:** Local governments should retain the ability to pursue land use and transportation strategies that address specific needs of their area. This includes the option to retain locally adopted impact fees.





POTENTIAL STRATEGIES TO PROMOTE MULTIMODAL GOALS

In coordination with City staff, the subsequent potential strategies were identified to promote the development of multimodal infrastructure within Uptown Aventura.

ALIGNING PRIVATE DEVELOPMENT WITH MULTIMODAL IMPROVEMENTS

In conjunction with the proposed initiatives to widen the right-of-way along segments adjacent to vacant lands, there are emerging opportunities for public-private partnerships with the major landowners in Uptown Aventura. These partnerships will play a pivotal role in coordinating land use strategies, facilitating infrastructure enhancements, and aligning private sector investments with the overarching vision for the area. By collaborating with key stakeholders, the City can ensure that development efforts are synchronized with public goals, resulting in more cohesive and impactful urban improvements.

AREA-SPECIFIC PARKING STANDARDS

Currently, parking standards in Uptown Aventura are governed by Section 31-171 of the City's Land Development Regulations. These regulations include provisions for shared parking arrangements, particularly for mixed-use developments. However, updates to these standards are anticipated to better reflect Transit-Oriented Development (TOD) principles. The revised parking requirements will aim to support broader mobility and land use objectives by promoting efficient land utilization, reducing reliance on single-occupancy vehicles, and encouraging multimodal transportation options resulting in a more integrated transportation framework.

INCENTIVES FOR CREATING PUBLIC OPEN SPACE/LAST-MILE INFRASTRUCTURE

To encourage the creation of public open spaces, a range of incentives will be offered to developers who integrate community-oriented amenities into their projects.

Regulatory and Zoning Incentives

Developments that incorporate public plazas, bicycle facilities, bike-share stations, e-scooter docks/micromobility hubs, pedestrian enhancements, or other multimodal infrastructure may be eligible for regulatory benefits. These include increased floor area ratio (FAR), additional building height, and more flexible zoning provisions. A potential incentive to be considered is reclassifying conditional uses as permitted uses provided certain multimodal goals are met. Additionally, developers may be allowed to transfer unused development rights in exchange for the construction of public amenities or infrastructure that enhances last-mile transportation connectivity.

Community Engagement and Shared Space Activation

Projects that commit to hosting public events, offering programming in open spaces, or supporting seasonal markets and cultural activities in privately developed public areas will also be eligible for similar zoning and regulatory incentives. These incentives are designed to reward developers





who contribute to the vibrancy and inclusivity of the public realm by activating shared spaces and fostering community engagement.

Public–Private Partnerships

Through joint use agreements, the City will collaborate with developers to integrate public facilities—such as bike-share stations and transit stops—into private developments. In return for privately funded public infrastructure, developers may be granted branding and sponsorship opportunities, including recognition signage or naming rights. These partnerships will also support shared space activation strategies aimed at increasing visibility and usage of public amenities.





CITY COMMISSION WORKSHOP SUMMARY

On November 12, 2025, the proposed plan was presented to the public, Aventura city staff, and the City Commission during a scheduled workshop. The presentation outlined key elements of the plan, including multimodal improvements, growth projections, and policy recommendations. Following the presentation, the Commission and staff provided extensive feedback and raised several questions, which are summarized below. The presentation presented at the City Commission Workshop is included as **Appendix K**. Key feedback includes:

Bicycle Facilities

The Commission requested clarity on the design of bicycle facilities. It was confirmed that the proposed bicycle facilities are buffered/separated from vehicles to enhance safety and comfort for cyclists.

Private Roads

Questions arose regarding the definition and treatment of private roads. It was explained that the HCA hospital campus includes internal roadway networks classified as private and clarified that no improvements are proposed for these private roadways. Additional clarification was provided that public easements can allow public use of private roads while maintaining private responsibility for upkeep.

Growth Rate Calculations

Commissioners sought details on how growth rates were determined. Growth projections were based on employment data and apartment development within the study area. It was noted that the SERPM model was calibrated using input from city staff on planned growth.

However, concerns were raised that the projected 0.7 percent (0.7%) annual growth rate appeared conservative compared to city expectations. The Commission recommended doubling or tripling the growth assumption in the analysis. It was acknowledged that SERPM often lags behind actual development trends. However, the interior roadways within Uptown Aventura have ample capacity, and LOS results are not expected to worsen, even with a growth rate three (3) times higher. At the request of City Commission, a sensitivity analysis was performed and included within this plan, to determine what growth rate would trigger a worsening of LOS E for the area. Based on the results of the sensitivity analysis, a 9.8 percent (9.8%) annual growth rate, or a growth rate 14 times current projections, would be needed to degrade most interior roadway segments to LOS E by 2045.

School Safety via NE 213th Street

The Commission emphasized the need for additional multimodal improvements as students are expected to cross Biscayne Boulevard at NE 213th Street. It was indicated that the approved Uptown Aventura development will likely review new crosswalks along NE 214th Street.





Transit Recommendations

Feedback included a recommendation to consolidate transit stops in Uptown Aventura to a single location rather than multiple stops throughout the study area. A single transit stop would provide transit access in the area while simultaneously keeping headways lower than they would be with multiple stops.

Citywide Multimodal Enhancements

Commissioners asked whether the city is reviewing multimodal improvements beyond the study area. It was confirmed that the city continuously evaluates opportunities for enhancements and reviews improvement plans during new development proposals to identify potential contributions.

Infrastructure and Public Safety

Concerns were raised about whether police and infrastructure can accommodate anticipated growth in Uptown Aventura. The Mayor assured that these considerations are part of the review process for new developments. Additionally, the current process for conducting traffic impact reviews on proposed projects will continue to be followed, and individual impacts to intersections will be evaluated for improvement opportunities.

Transit Ridership and Freebee Service

The Mayor reported that Aventura Shuttle ridership averages between 9,000 and 11,000 monthly, noting that the shuttle often serves as a “ride of last resort.” The Mayor suggested that Freebee may be a better alternative but acknowledged issues with long wait times, sometimes hours, particularly during Shabbat. The city plans to investigate whether delays stem from high demand, driver shortages, or inefficiencies in the dispatch system.

E Dixie Highway Capacity

Commissioners expressed concerns about insufficient capacity on E Dixie Highway. It was noted that 16 feet of right-of-way is available via paved buffer and unpaved swale. Additionally, the Uptown Aventura development will be analyzing relocation of the railroad crossing to improve traffic circulation.





RECOMMENDATIONS

To realize Uptown Aventura's vision for a safe, accessible, and multimodal transportation network, the following recommendations are proposed:

Pedestrian Infrastructure Enhancements

- **Complete Sidewalk Network:** Fill gaps in the sidewalk network, prioritizing segments adjacent to vacant lots and new developments. Require developers to construct enhanced, wide sidewalks as part of project approvals consistent with this plan.
- **Wider Sidewalks and Buffers:** Upgrade existing sidewalks to a minimum of 10 feet wide with landscaped buffers and curb/gutter separation, specifically along NE 28th Avenue, NE 208th Street, NE 209th Street, and E Dixie Highway.
- **Crosswalk Improvements:** Install marked crosswalks at all major intersections, including north-south connectivity across NE 214th Street and the east leg of NE 209th Street/NE 28th Avenue. Consider high-emphasis markings to increase pedestrian visibility and safety.
- **Lighting and ADA Compliance:** Enhance pedestrian safety with improved pedestrian-level lighting, ADA-accessible curb ramps, and detectable warning surfaces at crossings.

Bicycle Network Expansion

- **Dedicated Bicycle Facilities:** Extend buffered bicycle lanes and construct cycle tracks on key corridors (e.g., NE 214th Street, E Dixie Highway, NE 208th Street). Target segments with high BLTS scores for upgrades.
- **Shared-Use Paths:** Construct a 14-foot wide shared-use path along E Dixie Highway to support both cyclists and pedestrians.
- **Bike-Share Integration:** Expand bike-share stations throughout Uptown Aventura, focusing on connectivity to transit stops, commercial centers, and residential areas. Engage the public to identify preferred locations.
- **Secure Bicycle Parking:** Require new developments and public facilities to provide secure bicycle racks, lockers, and amenities such as repair stations.

Transit Service and Infrastructure Improvements

- **Transit Route Expansion:** Extend the Aventura Express Shuttle to provide service within Uptown Aventura, perhaps along key roadways such as NE 209th Street, E Dixie Highway, NE 211th Street, and NE 214th Street. Coordinate with BCT and MDT to identify unmet transit needs and reduce headways.
- **Enhanced Bus Stops:** Upgrade all transit stops with full amenities, including shelters, benches, lighting, ADA-accessible pads, and real-time arrival information. Prioritize stops near medical facilities, commercial centers, and new developments.
- **Comprehensive Transit Study:** Conduct a study to optimize route alignments, stop locations, and service frequency based on projected demand and development patterns.





Policy, Funding, and Partnerships

- **Parking Management:** Update area-specific parking standards to support shared parking, reduce minimums for mixed-use and TOD projects, and encourage multimodal access.
- **Mobility Impact Fee Program:** Expand the existing Transportation Mitigation Impact Fee to include all modes (pedestrian, bicycle, transit, and auto). Use funds for capital improvements that reduce SOV trips and support multimodal infrastructure.
- **Public-Private Partnerships:** Collaborate with major landowners and developers to coordinate right-of-way acquisition, infrastructure enhancements, and shared investment in mobility projects. In addition to these programs, the current process for conducting traffic impact reviews on proposed projects will continue to be followed, and individual impacts to intersections will be evaluated for improvement opportunities.
- **Incentives for Public Open Space:** Offer regulatory and zoning incentives (e.g., increased FAR, building height, flexible uses) for developments that provide public plazas, bicycle /micromobility hubs, and multimodal amenities.
- **Community Engagement:** Foster ongoing dialogue with residents, businesses, and stakeholders to prioritize improvements, monitor progress, and ensure equitable access to mobility options.

Implementation of these recommendations will create a safer, connected, and vibrant Uptown Aventura, supporting sustainable growth and improved quality of life for all.



BPAC RESOLUTION #09-2025**RESOLUTION RECOMMENDING SUPPORT OF THE UPTOWN
AVENTURA MOBILITY PLAN**

WHEREAS, the Interlocal Agreement creating and establishing the Metropolitan Planning Organization (MPO) for the Miami Urbanized Area requires that the Miami-Dade Transportation Planning Organization (TPO), in its role as the MPO, provides a structure to evaluate the adequacy of the transportation planning and programming process; and

WHEREAS, the TPO has established the Bicycle Pedestrian Advisory Committee (BPAC) to advise it on bicycle and pedestrian related plans and projects; and

WHEREAS, the City of Aventura (the “City”) is proposing updates to the bicycle network within the Uptown Aventura project area, and

WHEREAS, Uptown Aventura is a triangular shaped district in the northwest part of the City bordered by US-1 to the east, NE 214th Terrace to the north and Florida East Coast railroad tracks to the west, and

WHEREAS, Uptown Aventura is served by the Aventura Express Shuttle Purple Route, Aventura Freebee, along with two Broward County Transit Bus routes, and

WHEREAS, with Aventura 2050, the City has a series of visioning sessions and design charrettes aimed at establishing a shared vision and goals with the community for the western areas of the City and the Transit Zone, and

WHEREAS, with Vision Zero, the City is participating in this nationwide initiative aiming to reduce traffic fatalities and severe injuries to zero by the Year 2030, and

WHEREAS, proposed improvements include a connected bicycle network, multimodal and micromobility programs, addition of BCycle stations, expansion of Freebee and shuttle routes through Uptown Aventura; and

WHEREAS, the BPAC supports the Uptown Aventura Mobility Plan, with its modal prioritization and the emphasis on safety, connectivity, and context-sensitive design,

NOW, THEREFORE, BE IT RESOLVED BY THE BICYCLE PEDESTRIAN ADVISORY COMMITTEE OF THE MIAMI-DADE TRANSPORTATION PLANNING ORGANIZATION that this committee hereby recommends that the Miami-Dade Transportation Planning Organization Governing Board support the Uptown Aventura Mobility Plan.

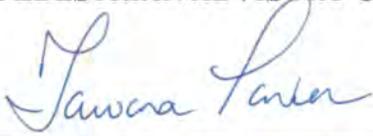
The foregoing resolution was offered by Webber Charles who moved its adoption. The motion was seconded by Joe Curbelo and upon being put to a vote was as follows:

Chairperson Melissa Hege - Absent
Vice Chair Matthew Gultanoff - Aye

Webber Charles	- Aye	Eric Tullberg	- Aye
Joe Curbelo	- Aye	Robert Werthamer	- Aye
Hank Sanchez-Resnik	- Aye	Dr. Mickey Witte	- Absent

The Chairperson thereupon declared the resolution duly passed and approved this 2nd day of December 2025.

BICYCLE PEDESTRIAN ADVISORY COMMITTEE (BPAC)

By 
Tawana Parker, Clerk
Miami-Dade TPO



CITY OF AVENTURA
OFFICE OF THE CITY MANAGER

MEMORANDUM

TO: City Commission
FROM: Bryan Pegues, City Manager *BP*
BY: Melissa Cruz, Finance Director *Me*
DATE: October 31, 2025
SUBJECT: **Budget Amendment Ordinance – FY 2024/25**

November 4, 2025 City Commission Meeting Agenda (First Reading)
January 13, 2026 City Commission Meeting Agenda (Second Reading)

RECOMMENDATION

It is recommended that the City Commission approve the attached ordinance amending the FY 2024/25 budget.

BACKGROUND

This year-end budget amendment is addressing “Other Items” that were not considered in the originally adopted FY 2024/25 Budget that need to be done through a corresponding budget amendment that will provide the necessary funding or have resulted from increases in amounts billed that are higher than estimated when the original budget was completed. Some of these items may have been previously discussed with the Commission but now require formal action. Additionally, departmental and/or Fund savings are included in the amendment.

For simplicity, the following narrative addresses all of the items discussed above in “Fund/Account Number sequence” in terms of how they appear on the adjacent FY 2024/25 Budget Amendments Schedule (“Exhibit A”).

General Fund – (001) – \$1,672,480 net increase

Revenues – \$1,672,480 increase – In FY 2024/25, actual revenues received exceeded the amounts that were budgeted. These revenues will cover FY 2024/25 expenditure spend overages in the General Fund. Total revenues covering expenditures include the below:

- Federal Grants – FEMA (331240) - \$305,000
- COPS Secure Out School (331250) - \$107,500
- Public Safety - Police Detail Billing (342100) - \$225,000
- Service Charge-Parks & Rec (347200) - \$535,000
- Service Charge-CRC Fees (347210) - \$170,535
- Service Charge-Summer Rec Programs (347250) - \$265,000
- Installment Purchase & Capital Lease Proceeds (383200) - \$58,000
- Interest Earnings (361100) - \$533,445

The revenue accounts below require a decrease due to a change in accounting for the corresponding expenditures after confirmation with City auditors.

- General Government - DSAHS Insurance (341920) – (\$186,000)
- Public Safety - Charter School Officers (342120) – (\$341,000)

Information Technology (00140000) – \$10,600 increase

The below accounts require an approximate budget amendment as the IT Project Manager was originally anticipated to be paid out of the American Rescue Plan Act (ARPA) Funds which did not occur during FY 2024/25.

- 512000 – Regular Salaries - \$70,000
- 521000 - FICA & Medicare Taxes - \$5,400
- 522000 - City Pension Contribution - \$5,500
- 523000 - Health, Life & Disability - \$14,000
- 524000 – Workers’ Compensation - \$700

554010 – Computer Subscriptions requires an (\$85,000) budget amendment primarily due to leveraging a State Grant which paid for the City’s anti-virus software. This was budgeted at approximately \$45,000. Additionally, the Police Department did not navigate to the One-Drive platform as originally planned for FY 2024/25 which also contributed to savings in this account.

Police (00145000) – \$284,500 increase

512000 – Regular Salaries requires a (\$635,000) budget amendment due to position vacancies, retirements and separations throughout the fiscal year. Additionally, the ACES & DSAHS School Resource Officer revenue from the respective Charter Schools was moved as a (\$240,000) reduction of the expenditure during FY 2024/25 after confirmation with the City Auditors. The corresponding revenue has been adjusted above in account 342120 (Charter School Officers).

514000 - Overtime requires a \$1,000,000 budget amendment for additional overtime required due to the vacancies described in the salary account above. Police overtime at City community events i.e., Founders Day, Trunk or Treat and Movie Nights also contribute to the increase. The Police Department provided support for Hurricane Milton. The City was reimbursed approximately \$305,000 by FEMA in FY 2024/25, which is reflected in the corresponding revenue account 331240 (Federal Grants – FEMA).

514030 – Extra Duty Detail requires a \$225,000 budget amendment due to higher than anticipated expenditures in the originally adopted budget. The corresponding revenue has been adjusted above 342100 (Police Detail Billing).

522000 – City Pension Contribution requires a (\$300,000) budget amendment as costs were less than anticipated compared to the originally adopted budget. During FY 2024/25, the City recognized a credit to pension contributions as a result of the Pension Valuation report of approximately \$151,500. Additional savings were due to vacancies, retirements and separations.

523000 – Health, Life & Disability requires a (\$155,000) budget amendment as costs were less than anticipated in the originally adopted budget. Contributing factors include vacancies and changes in coverages compared to what was anticipated in the budget i.e. single and family coverage with retirees vs. new hires. Additionally, the ACES & DSAHS School Resource Officer revenue from the respective Charter Schools was moved as a reduction of the expenditure during FY 2024/25 after confirmation with City Auditors; approximating (\$55,000) in this line item. The corresponding revenue has been adjusted above in the account 342120 (Charter School Officers).

531100 – Temporary Staff requires a \$100,000 budget amendment due to civilian staff shortages in the records and dispatch divisions which are paid from this line item.

531120 – Traffic Safety Program requires a \$40,000 budget amendment due to higher than anticipated costs than originally budgeted.

541000 – Communication Services requires a \$100,000 budget amendment primarily due to the costs to upgrade to the KOVA recording system for phones and radios. Additionally, new radios purchased with higher broadband capability and the expansion of the ALPR (license plate readers) contributed to higher than anticipated expenditures than originally budgeted.

544000 – Leased Equipment requires a (\$20,000) budget amendment due to lower than anticipated costs for rental vehicles compared to the originally adopted budget.

546000 – Repairs & Maintenance – Vehicles requires a (\$15,000) budget amendment due to upgrades in our fleet. The newer fleet is under warranty which translates into reduced costs for repairs and maintenance. This should be a continuing trend.

555000 – Conferences & Seminars requires a \$107,500 budget amendment primarily due to a grant the City received for the CREST program which provides advanced crisis intervention training. Approximately \$107,500 was spent during the fiscal year. The corresponding revenue has been adjusted above in account 331250 (COPS Secure Out School). The total grant awarded is \$300,000. Expenditures will continue for the remaining amount in FY 2025/26.

664010 – Computer Equipment < \$5,000 requires a (\$75,000) budget amendment primarily due to the vehicle modems which were not purchased during the fiscal year. They were originally budgeted at \$40,000. In addition, the IT Department was able to secure a lower price point on desktops and laptops and a regular TV screen was purchased for the PD training room instead of a whiteboard.

664080 > \$5,000 Equipment requires a (\$88,000) budget amendment as the department did not purchase the In-Car Video equipment that was included in the originally adopted budget. The Department is transitioning to body worn cameras in FY 2025/26.

Community Services (00155000) – \$970,535 increase

512000 – Regular Salaries requires a (\$75,000) budget amendment due to high turnover and vacancies primarily with the Part-Time Park and Seasonal Park Attendants. Additionally, the Special Events Coordinator was hired as a Community Recreation Center Assistant Manager, resulting in a savings of approximately \$8,000.

531140 – CRC Instructors requires a \$135,000 budget amendment as the costs increased due to higher enrollment than expected in programs such as Afterschool Care, Teaching Planning Days and Dance Programs.

546010 – Repairs & Maintenance - Buildings requires a \$75,000 budget amendment due the following unexpected repairs: approximately \$17,000 to clean sheet metal ducts and grills, \$14,000 for CRC wall repairs due to water damage and \$30,000 in additional repairs related to the Waterways Park roof repair project. This is comprised of \$9,000 for mold repairs, \$13,000 for water damage repairs and \$7,000 for portable restrooms. Additionally, \$5,000 to replace pendants and plates as well as other miscellaneous repairs and maintenance throughout the Community Services buildings.

548010 – Special Events requires a (\$50,000) budget amendment as the full concert series was not done and the costs of the 5K were lower than originally anticipated.

548030 – Summer Recreation requires a \$265,000 budget amendment as the costs increased due to approximately ten percent (10%) higher enrollment than expected in the Summer Care program. The increased programs costs are offset by increases in the corresponding revenue.

548080 – Culture & Rec Programming requires a \$535,000 budget amendment as the costs increased due to higher enrollment than expected in programs such as Tennis Clinics, Soccer Tots and Travel Soccer League. The increased programs costs are offset by increases in the corresponding revenue.

663090 – Aventura Founders Park requires a \$17,035 budget amendment; \$14,600 for the replacement of the bigfoot slide at the 5–12-year-old playground structure located in Founders Park and \$2,435 for the Founders Park welcome booth desk. Both were not included in the originally adopted budget.

663110 – Waterways Dog Park Improvements requires a \$20,000 budget amendment primarily for the Dog Park light pole and base installation which was not included in the originally adopted budget. This was replaced due to damage from a car accident. The City received approximately \$16,000 from the insurance company over a two (2) year period to cover the replacement costs.

663120 – Veterans Park Improvements requires a \$48,500 budget amendment due to the Volleyball Court project costing \$63,500 which was not included in the originally adopted budget. This is offset by \$15,000 in savings for the security enhancements project which was not completed during FY 2024/25.

Corresponding increases in the revenue accounts listed below will be used to cover the increases in non-capital expenditures above.

- Service Charge-Parks & Rec (347200) - \$535,000
- Service Charge-CRC Fees (347210) - \$170,535
- Service Charge-Summer Rec Programs (347250) - \$265,000

Public Works/Transportation (00160000) – \$613,000 increase

512000 – Regular Salaries requires a \$155,000 budget amendment for the Trades Worker II position which was not included in the originally adopted budget and filled in FY 2024/25. Additionally, the payout of accrued sick, vacation and severance for the Capital Projects/Grants Manager and the Public Works Stormwater Coordinator was not budgeted. These positions were eliminated.

534010 – Landscape/Tree Maintenance Services requires a \$175,000 budget amendment primarily due to the “fill-ins” of medians on Biscayne Blvd. costing approximately \$50,000, treatment for white flies in the rights-of-way trees costing approximately \$40,000 and the Clusia privacy hedge on the west side of Biscayne Blvd. from the Lehman Causeway to 199th Street costing approximately \$50,000 – this is pending reimbursement from Brightline.

543020 – Water requires a \$225,000 budget amendment due to FY 2024/25 due to drier weather throughout the year.

664120 – Vehicles requires a \$58,000 budget amendment due to properly account for the Public Works Department lease as required by the GASB 87 Pronouncement for Leases that was not included in the originally adopted budget. This is offset by the revenue account 383200 (Installment Purchase & Capital Lease Proceeds).

Arts & Cultural Arts & Cultural Center (00165000) – \$295,000 increase

531030 – AACC Staff Services requires a \$90,000 budget amendment primarily due to approximately \$33,500 billed to the City by Broward Performing Arts Center for outside marketing support services that was not anticipated in the originally adopted budget. Additionally, the inclusion of an approximately \$47,000 September 2024 invoice that was paid in FY 2024/25 instead of the prior fiscal year contributes to the increase.

546010 – Repairs & Maintenance - Buildings requires a \$65,000 budget amendment primarily due to the rental of a portable chiller at the AACC when the AC system went down in June 2025. A new chiller was not available for approximately six (6) months.

664100 – Repairs & Replacements requires a \$140,000 budget amendment for the new unit to replace the chiller/pump(s) as referenced in the above line item 546010 (Repairs & Maintenance – Buildings).

Non-Departmental (00190000) – \$605,700 increase

534000 – Janitorial Services requires a \$20,000 budget amendment as the City transitioned to a new company with higher rates during the fiscal year.

534080 - Other requires a \$40,000 budget amendment primarily for the holidays light display that was more than anticipated in the originally adopted budget.

541000 – Communication Services requires a (\$200,000) budget amendment as a result of a review of the City's telephone service and charges. Changes were made which resulted in a decrease in costs during FY 2024/25 as compared to the prior fiscal year.

545000 – Liability & Property Insurance requires a (\$186,000) budget amendment for the movement of the DSAHS insurance payment that is being recorded as a reduction in expenditures instead of a revenue after confirmation with City Auditors. The revenue line item 341920 (DSAHS Insurance) is being reduced by the corresponding amount.

546010 – Repairs & Maintenance - Buildings requires a (\$60,000) budget amendment as the City did not complete all the facility conditional assessment items that were planned in the originally adopted budget.

552050 – Credit Card Fees requires a \$210,000 budget amendment due to the higher than anticipated credit card fees the City is being charged. This fee has been negotiated down with the provider and is anticipated to fall within the budgeted amount for FY 2025/26. The City anticipates increasing the fee in FY 2025/26.

661000 – Land requires a \$3,200,000 budget amendment for the purchase of land and associated costs for the new high school. Approximately \$2.3 million will be covered by the City’s Capital Reserve line item (669999) and the Interest Earnings account (361100), with the remaining amount being offset by savings in other accounts.

669999 – Capital Reserve requires a (\$2,418,300) budget amendment due to the capital projects found in the accounts beginning with the number “six” (6) as referenced in the above departments. Additionally, \$2.3 million of the land cost as stated above in line item 661000 (Land) was covered by this account with the difference coming from revenue line item 361100 (Interest Earnings).

Transfers (00195000) – (\$1,106,855) decrease

991190 – Transfer to Charter School Fund requires a (\$1,108,550) budget amendment as the transfer to ACES was not needed. The school had adequate revenues to cover their expenditures during FY 2024/25.

991250 – Transfer to Debt Service Series 2012(A) Fund requires a \$445 budget amendment as the interest expenditure was more than anticipated in the originally adopted budget.

991395 – Transfer to DSAHS Construction Fund requires a \$1,250 budget amendment for the new high school construction expenditures.

American Rescue Plan Act (ARPA) Fund – (101) – (\$2,435,000 net increase)

The FY 2024/25 Budget is being amended to reflect the amounts actually spent during the fiscal year as reflected below by departmental projects:

- Expenditures
 - Information Technology - \$1,355,000 increase
 - Agenda Management - \$90,000
 - New ERP system- \$715,000
 - IT Consultant/Oversight for ERP Implementation - \$280,000
 - Community Services – (\$50,000) decrease
 - Employee Workspaces – (\$50,000)
 - Public Works/Transportation - \$1,130,000 increase
 - 191st Street Drainage - \$315,000
 - Police Department Hardening & Reconstruction - \$650,000

- HVAC Repair/Replacement - \$165,000
 - Revenues
 - Federal Grants-ARPA (331510) - \$2,788,979 increase
 - Carryover (399900) – (\$353,979) decrease
-

Citizens' Independent Transportation Trust Fund (121) – \$0 net increase

663140 – Transportation System Improvements requires a budget amendment of \$163,000 due to the following which were not included in the originally adopted budget.

Approximately:

- \$131,000 for the NE 190th Street crosswalk installation between Founders Park North and South
- \$12,500 for the midblock pedestrian crossing at 190th Street
- \$17,000 for the crosswalk at 213th Street for DSAHS
- \$2,500 for a topography survey of a portion of Founders Park

669999 – Capital Reserve requires a (\$163,000) budget amendment due to the above capital projects.

Building Fund (164) – \$350,000 net increase

531000 – Building Inspection Services requires a \$350,000 budget amendment due to a higher than anticipated building activity experienced during the year. This increase is offset by higher than anticipated revenues during the year.

664110 – Equipment-Government Center requires a \$175,000 budget amendment due to the various design, services and products part of the fourth (4th) floor Building Division renovation.

669999 – Capital Reserve requires a (\$175,000) budget amendment due to the above capital project in the account numbers beginning with the number “six” (6).

The overage for 531000 (Building Inspection Services) will be offset by the following revenue(s):

- Building Permits (322100) - \$250,000
 - Interest Earnings-Investments (361100) - \$100,000
-

Debt Service Series 2012(A) Fund (250) - \$445 net increase

772000 – Interest Payments requires a \$445 budget amendment as more was charged than anticipated in the originally adopted budget.

This overage will be offset by the following revenue:

- Transfer from General Fund (381001) - \$445
-

Debt Service Series 2012(B) Fund (290) - \$330 net increase

772000 – Interest Payments requires a \$330 budget amendment as more was charged than anticipated in the originally adopted budget.

This overage will be offset by the following revenue:

- Transfer from Charter School Fund (381190) - \$330
-

Capital Projects Fund (392) – \$36,000 net increase

Police Department Expenditures:

664080 - > \$5,000 Equipment requires a \$11,000 budget amendment due to the diving equipment purchased which was not in the originally adopted budget offset by the budgeted ballistic shields which were not purchased. Approximately \$7,000 will be reimbursed through a grant which was awarded to the City.

664090 - <\$5,000 Equipment requires a \$25,000 budget amendment due to the unanticipated increase in body armor purchases for new hires compared to previous years which was not anticipated in the originally adopted budget.

This overage will be offset by the following revenue:

- Carryover (399900) - \$36,000
-

DSAHS Construction Fund (395) – \$1,250 net increase

This fund was created in FY 2024/25 for the construction of the new DSAHS High School.

549010 – Licenses/Permit Fees requires a \$1,250 budget amendment for costs incurred in FY 2024/25.

This overage will be offset by the following revenue:

- Transfer from General Fund (381001) - \$1,250
-

Law Enforcement Trust Fund (610) – \$1,000 net increase

This fund needs to be amended to be budgeted based on Florida State Statute 166.241(2). The below accounts will be amended as follows:

- Expenditures:
 - Other Operating Supplies (552060) - \$1,000
 - Revenue
 - Interest Earnings-Investments (361100) - \$1,000
-

Federal Forfeiture Fund – Treasury (616) – \$17,000 net increase

This fund needs to be amended to be budgeted based on Florida State Statute 166.241(2). The below accounts will be amended as follows:

- Expenditures:
 - >\$5,000 Equipment (664080) - \$17,000
 - Revenue:
 - Interest Earnings-Investments (361100) - \$6,500
 - Carryover (399900) - \$10,500
-

I recommend approval of the attached Ordinance.

CITY OF AVENTURA ORDINANCE NO. 2026-___

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, AMENDING ORDINANCE NO. 2024-18 WHICH ORDINANCE ADOPTED A BUDGET FOR THE 2024/2025 FISCAL YEAR BY REVISING THE 2024/2025 FISCAL YEAR OPERATING AND CAPITAL BUDGET AS OUTLINED IN EXHIBIT “A” ATTACHED HERETO; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, upon the periodic review and analysis of current budgetary commitments and obligations, and based upon the projected needs and requirements of the City and upon the recommendations of the City Manager (and the concurrence of the Finance Director as to Accounting Principles), it is deemed necessary to adjust, amend and implement the 2024/2025 Operating and Capital Budget as set forth in Exhibit “A” attached hereto and made a part hereof.

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

Section 1. That the recitals contained in the preamble to this Ordinance are incorporated by reference herein.

Section 2. That the City Commission hereby authorizes the amendment of Ordinance No. 2024-18, which Ordinance adopted a budget for the 2024/2025 fiscal year, by revising the 2024/2025 budget as set forth on the attached Exhibit “A” which exhibits are deemed incorporated by reference as though set forth in full herein.

Section 3. That the City Manager is hereby authorized to do all things necessary to carry out the aims of this Ordinance.

Section 4. Effective Date. This Ordinance shall be effective immediately upon adoption on second reading and shall be applicable retroactively from and after October 1, 2024.

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

Commissioner Clifford B. Ain	<u>Yes</u>
Commissioner Gustavo Blachman	<u>Yes</u>
Commissioner Rachel S. Friedland	<u>Yes</u>
Commissioner Paul A. Kruss	<u>Yes</u>
Commissioner Cindy Orlinsky	<u>Yes</u>
Vice Mayor Amit Bloom	<u>Yes</u>
Mayor Howard S. Weinberg	<u>Yes</u>

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 Clifford B. Ain	___
Commissioner Gustavo Blachman	___
Commissioner Rachel S. Friedland	___
Commissioner Paul A. Kruss	___
Commissioner Cindy Orlinsky	___
Vice Mayor Amit Bloom	___
Mayor Howard S. Weinberg	___

PASSED on first reading this 4th day of November, 2025.

PASSED AND ADOPTED on second reading this 13 day of January, 2026.

HOWARD S. WEINBERG, ESQ,
MAYOR

ATTEST:

ELLISA L. HORVATH, MMC
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

ROBERT MEYERS
CITY ATTORNEY
WEISS SEROTA HELFMAN COLE + BIERMAN, P.L.

City of Aventura

Budget Amendment

Fiscal Year 2024/25

Exhibit A

Object Code	Description	Amended Budget FY2024/25	Budget Amendment	Amended Budget FY2024/25
General Fund - 001				
Revenues				
00100000				
331240	Federal Grants - FEMA	\$ -	\$ 305,000	\$ 305,000
331250	COPS Secure Out School	-	107,500	107,500
341920	General Government - DSAHS Insurance	200,000	(186,000)	14,000
342100	Public Safety - Police Detail Billing	450,000	225,000	675,000
342120	Public Safety - Charter School Officers	370,515	(341,000)	29,515
347200	Service Charge-Parks & Rec	700,000	535,000	1,235,000
347210	Service Charge-CRC Fees	600,000	170,535	770,535
347250	Service Charge-Summer Rec Programs	450,000	265,000	715,000
383200	Installment Purchase & Capital Lease Proceeds	-	58,000	58,000
361100	Interest Earnings	1,763,210	533,445	2,296,655
Total General Fund Revenues		\$ 4,533,725	\$ 1,672,480	\$ 6,206,205

General Fund - 001				
Expenditures				
Information Technology				
00140000				
512000	Regular Salaries	\$ 523,322	\$ 70,000	\$ 593,322
521000	FICA & Medicare Taxes	40,034	5,400	45,434
522000	City Pension Contribution	74,758	5,500	80,258
523000	Health, Life & Disability	119,485	14,000	133,485
524000	Workers' Compensation	680	700	1,380
554010	Computer Subscriptions	271,300	(85,000)	186,300
Total Information Technology		\$ 1,029,579	\$ 10,600	\$ 1,040,179

City of Aventura

Budget Amendment

Fiscal Year 2024/25

Exhibit A

Object Code	Description	Amended Budget FY2024/25	Budget Amendment	Amended Budget FY2024/25
Police				
00145000				
512000	Regular Salaries	\$ 13,131,072	\$ (635,000)	\$ 12,496,072
514000	Overtime	1,200,000	1,000,000	2,200,000
514030	Extra Duty Detail	450,000	225,000	675,000
522000	City Pension Contribution	3,692,747	(300,000)	3,392,747
523000	Health, Life & Disability	2,486,311	(155,000)	2,331,311
531100	Temporary Staff	-	100,000	100,000
531120	Traffic Safety Program	800,000	40,000	840,000
541000	Communication Services	156,950	100,000	256,950
544000	Leased Equipment	46,400	(20,000)	26,400
546000	Repairs & Maintenance - Vehicles	400,000	(15,000)	385,000
555000	Conferences & Seminars	130,000	107,500	237,500
664010	Computer Equipment < \$5,000	176,965	(75,000)	101,965
664080	> \$5,000 Equipment	546,204	(88,000)	458,204
Total Police		\$ 23,216,649	\$ 284,500	\$ 23,501,149

Community Services				
00155000				
512000	Regular Salaries	\$ 1,300,489	\$ (75,000)	\$ 1,225,489
531140	CRC Instructors	600,000	135,000	735,000
546010	Repairs & Maintenance- Buildings	212,900	75,000	287,900
548010	Special Events	425,000	(50,000)	375,000
548030	Summer Recreation	375,000	265,000	640,000
548080	Culture & Rec Programming	600,000	535,000	1,135,000
663090	Aventura Founders Park	168,297	17,035	185,332
663110	Waterways Dog Park Improvements	-	20,000	20,000
663120	Veterans Park Improvements	15,000	48,500	63,500
Total Community Services		\$ 3,696,686	\$ 970,535	\$ 4,667,221

City of Aventura

Budget Amendment

Fiscal Year 2024/25

Exhibit A

Object Code	Description	Amended Budget FY2024/25	Budget Amendment	Amended Budget FY2024/25
Public Works/Transportation				
00160000				
512000	Regular Salaries	\$ 896,294	\$ 155,000	\$ 1,051,294
534010	Landscape/Tree Maintenance Services	942,420	175,000	1,117,420
543020	Water	400,000	225,000	625,000
664120	Vehicles	-	58,000	58,000
Total Public Works/Transportation		\$ 2,238,714	\$ 613,000	\$ 2,851,714
Arts & Cultural Center				
00165000				
531030	AACC Staff Services	\$ 614,722	\$ 90,000	\$ 704,722
546010	Repairs & Maintenance - Buildings	17,700	65,000	82,700
664100	Repairs & Replacements	-	140,000	140,000
Total Arts & Cultural Center		\$ 632,422	\$ 295,000	\$ 927,422
Non-Departmental				
00190000				
534000	Janitorial Services	\$ 95,000	\$ 20,000	\$ 115,000
534080	Other	25,000	40,000	65,000
541000	Communication Services	275,000	(200,000)	75,000
545000	Liability & Property Insurance	1,431,010	(186,000)	1,245,010
546010	Repairs & Maintenance - Buildings	440,800	(60,000)	380,800
552050	Credit Card Fees	84,500	210,000	294,500
661000	Land	-	3,200,000	3,200,000
669999	Capital Reserve	2,418,300	(2,418,300)	-
Total Non-Departmental		\$ 4,769,610	\$ 605,700	\$ 5,375,310

City of Aventura

Budget Amendment

Fiscal Year 2024/25

Exhibit A

Object Code	Description	Amended Budget FY2024/25	Budget Amendment	Amended Budget FY2024/25
Transfers				
00195000				
991190	Transfer to Charter School Fund	\$ 1,108,552	\$ (1,108,550)	\$ 2
991250	Transfer to Debt Service Series 2012 (A) Fund	360,082	445	360,527
991395	Transfer to DSAHS Construction Fund	-	1,250	1,250
Total Transfers		\$ 1,468,634	\$ (1,106,855)	\$ 361,779
Total General Fund Expenditures		\$ 37,052,294	\$ 1,672,480	\$ 38,724,774

American Rescue Plan Act (ARPA) Fund (101)				
Revenues				
10100000				
331510	Federal Grants-ARPA	\$ 2,770,500	\$ 2,788,979	\$ 5,559,479
399900	Carryover	353,979	(353,979)	-
Total American Rescue Plan Act (ARPA) Fund Revenues		\$ 3,124,479	\$ 2,435,000	\$ 5,559,479

American Rescue Plan Act (ARPA) Fund (101)				
Expenditures				
Information Technology				
10120000/10140000/10155000				
668000	Software	\$ -	\$ 90,000	90,000
664020	Equipment	92,000	155,000	247,000
664030	Consultant	153,288	280,000	433,288
668000	Software	400,000	715,000	1,115,000
664020	Equipment	-	75,000	75,000
664040	Connectivity	68,500	40,000	108,500
Total Information Technology		\$ 713,788	\$ 1,355,000	\$ 2,068,788

City of Aventura

Budget Amendment

Fiscal Year 2024/25

Exhibit A

Object Code	Description	Amended Budget FY2024/25	Budget Amendment	Amended Budget FY2024/25
Community Services				
10155000				
662000	Building Renovations	\$ 60,000	\$ (50,000)	10,000
Total Community Services		\$ 60,000	\$ (50,000)	\$ 10,000
Public Works/Transportation				
10160000				
662050	Buildings-Construction	\$ 1,500,000	\$ 650,000	2,150,000
663050	Drainage Improvements	650,000	315,000	965,000
664110	Equipment-Government Center	138,999	165,000	303,999
Total Public Works/Transportation		\$ 2,288,999	\$ 1,130,000	\$ 3,418,999
Total American Rescue Plan Act (ARPA) Fund Expenditures		\$ 3,062,787	\$ 2,435,000	\$ 5,497,787
Citizens' Independent Transportation Trust Fund (121)				
Public Works/Transportation				
Expenditures				
12160000				
663140	Transportation System Improvements	\$ -	\$ 163,000	\$ 163,000
669999	Capital Reserve	778,105	(163,000)	615,105
Total Citizens' Independent Transportation Trust Fund Expenditures		\$ 778,105	\$ -	\$ 778,105
Building Fund - 164				
Revenues				
16400000				
322100	Building Permits	\$ 5,000,000	\$ 250,000	\$ 5,250,000
361100	Interest Earnings-Investments	75,000	100,000	175,000
Total Building Fund Revenues		\$ 5,075,000	\$ 350,000	\$ 5,425,000

City of Aventura

Budget Amendment

Fiscal Year 2024/25

Exhibit A

Object Code	Description	Amended Budget FY2024/25	Budget Amendment	Amended Budget FY2024/25
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Building Fund - 164 Community Development Expenditures 16450000
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531000	Building Inspection Services	\$ 3,700,000	\$ 350,000	\$ 4,050,000
664110	Equipment-Government Center	-	175,000	175,000
669999	Capital Reserve	374,060	(175,000)	199,060
Total Building Fund Expenditures		\$ 4,074,060	\$ 350,000	\$ 4,424,060

Debt Service Series 2012(A) Fund (250) Revenues 25000000

381001	Transfer from General Fund	\$ 360,082	\$ 445	\$ 360,527
Total Debt Service Series 2012(A) Fund Revenues		\$ 360,082	\$ 445	\$ 360,527

Debt Service Series 2012(A) Fund (250) Expenditures 25070000

772000	Interest Payments	\$ 26,899	\$ 445	\$ 27,344
Total Debt Service Series 2012(A) Fund Expenditures		\$ 26,899	\$ 445	\$ 27,344

Debt Service Series 2012(B) Fund (290) Revenues 29000000

381190	Transfer from Charter School Fund	\$ 402,149	\$ 330	\$ 402,479
Total Debt Service Series 2012(B) Fund Revenues		\$ 402,149	\$ 330	\$ 402,479

City of Aventura

Budget Amendment

Fiscal Year 2024/25

Exhibit A

Object Code	Description	Amended Budget FY2024/25	Budget Amendment	Amended Budget FY2024/25
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Debt Service Series 2012(B) Fund (290)

Expenditures

29070000

772000	Interest Payments	\$ 30,332	\$ 330	\$ 30,662
Total Debt Service Series 2012(B) Fund Expenditures		\$ 30,332	\$ 330	\$ 30,662

Capital Projects Fund (392)

Revenues

39200000

399900	Carryover	\$ 28,100	\$ 36,000	\$ 64,100
Total Capital Projects Fund Revenues		\$ 28,100	\$ 36,000	\$ 64,100

Capital Projects Fund (392)

Expenditures

39245000

664080	>\$5,000 Equipment	\$ 7,700	\$ 11,000	\$ 18,700
664090	<\$5,000 Equipment	20,400	25,000	45,400
Total Capital Projects Fund Expenditures		\$ 28,100	\$ 36,000	\$ 64,100

DSAHS Construction Fund (395)

Revenues

39500000

381001	Transfer from General Fund	\$ -	\$ 1,250	\$ 1,250
Total DSAHS Construction Fund Revenues		\$ -	\$ 1,250	\$ 1,250

City of Aventura

Budget Amendment

Fiscal Year 2024/25

Exhibit A

Object Code	Description	Amended Budget FY2024/25	Budget Amendment	Amended Budget FY2024/25
-------------	-------------	-----------------------------	---------------------	-----------------------------

Capital Projects Fund (392)

Expenditures

39575000

549010	Licenses/Permit Fees	\$ -	\$ 1,250	\$ 1,250
Total DSAHS Construction Fund Expenditures		\$ -	\$ 1,250	\$ 1,250

Law Enforcement Trust Fund (610)

Revenues

61000000

361100	Interest Earnings-Investments	\$ -	\$ 1,000	\$ 1,000
Total Law Enforcement Trust Fund Revenues		\$ -	\$ 1,000	\$ 1,000

Law Enforcement Trust Fund (610)

Expenditures

61045000

552060	Other Operating Supplies	\$ -	\$ 1,000	\$ 1,000
Total Law Enforcement Trust Fund Expenditures		\$ -	\$ 1,000	\$ 1,000

Federal Forfeiture Fund - Treasury (616)

Revenues

61600000

361100	Interest Earnings-Investments	\$ -	\$ 6,500	\$ 6,500
399900	Carryover	-	10,500	10,500
Total Federal Forfeiture Fund - Treasury Revenues		\$ -	\$ 17,000	\$ 17,000

City of Aventura

Budget Amendment

Fiscal Year 2024/25

Exhibit A

Object Code	Description	Amended Budget FY2024/25	Budget Amendment	Amended Budget FY2024/25
-------------	-------------	-----------------------------	---------------------	-----------------------------

Federal Forfeiture Fund - Treasury (616)
Expenditures
61645000

664080	>\$5,000 Equipment	\$ -	\$ 17,000	\$ 17,000
Total Federal Forfeiture Fund - Treasury Expenditures		\$ -	\$ 17,000	\$ 17,000

CITY OF AVENTURA

OFFICE OF THE CITY MANAGER

MEMORANDUM

TO: City Commission

FROM: Bryan Pegues, City Manager *BP*

BY: Robert Meyers, Office of the City Attorney

DATE: October 31, 2025

SUBJECT: **Ordinance Repealing the Arts & Cultural Center Advisory Board**

November 4, 2025 City Commission Meeting Agenda (First Reading)
January¹³, 2026 City Commission Meeting Agenda (Second Reading)

RECOMMENDATION

It is recommended that the City Commission approve an ordinance to repeal the Arts & Cultural Center Advisory Board, which will be replaced by the Arts in Aventura Board via a separate ordinance.

BACKGROUND

The City created the Arts & Cultural Center Advisory Board (“Board”) in 2008, with a primary focus to support the operation of the Arts and Cultural Center (“Center”) by providing input on programming options and recommending fundraising and sponsorship opportunities for the Center. While the Board has served a useful purpose, the City Commission wishes to pursue a broader approach to the arts and arts programming and will create a new Arts in Aventura Board. Repealing the Arts & Cultural Center Advisory Board will coincide with the approval of the Arts in Aventura Board.

Fiscal Impact

This item should have no impact on the City’s budget.

CITY OF AVENTURA ORDINANCE NO. 2026-__

AN ORDINANCE OF THE CITY OF AVENTURA, FLORIDA, AMENDING THE CITY CODE OF ORDINANCES AT CHAPTER 2 "ADMINISTRATION," ARTICLE III "ADVISORY BOARDS," BY REPEALING DIVISION 5 "ARTS & CULTURAL CENTER ADVISORY BOARD"; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, Section 3.11 of the City Charter grants the City Commission with the authority to create and terminate city advisory boards; and

WHEREAS, the City Commission desires to disband the Arts & Cultural Center Advisory Board due to the creation of a new Arts in Aventura Board; and

WHEREAS, the City Commission finds that this Ordinance is in the best interest of the City and its residents.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, AS FOLLOWS¹:

Section 1. Recitals Incorporated. That each of the above-stated recitals are hereby adopted and confirmed.

Section 2. City Code Amended. That Division 5 "Arts & Cultural Center Advisory Board" in Article III "Advisory Boards," Chapter 2 "Administration," is hereby amended to repeal Division 5 in its entirety as follows:

CHAPTER 2 – ADMINISTRATION

ARTICLE III. – Advisory Boards

~~DIVISION 5. – ARTS AND CULTURAL CENTER ADVISORY BOARD~~

~~Sec. 2-191. – Creation, composition and qualifications.~~

~~(a) There is hereby created and established the City of Aventura Arts and Cultural Center Advisory Board (the "Board") consisting of a minimum of seven and a maximum~~

^{1 1} Additions to existing City Code text are indicated by underline; deletions from existing City Code text are indicated by ~~strikethrough~~.

~~of nine members who shall be appointed by the Mayor, subject to the approval of the City Commission. Five members of the Board shall be residents of the City and the remaining members may be from within or outside the City limits. Notwithstanding the above, the City Manager is authorized to appoint alternate members upon the finding of such a need. Members of the Board shall be appointed in accordance with procedures established herein and shall hold office at the pleasure of the City Commission. Members of the Board shall serve without compensation and shall not be reimbursed for travel, mileage, or per diem expenses. Members shall serve for a two-year term and may be reappointed in accordance with the process outlined herein.~~

~~(b) The following matters shall affect the creation, composition and qualifications of the Board:~~

~~(i) Each one of the five resident members of the Board shall be a qualified elector of the City of Aventura who has continuously resided within the City for the six-month period immediately prior to the appointment, and shall not be an employee of the City. Any member of the Board who ceases to reside within the City, and has been selected as a resident appointment shall be deemed to have resigned as of the date of his or her change of residence.~~

~~(ii) The remaining members shall be selected without preference to residence, but shall have resided at their residence for a continuous period of six months immediately prior to appointment.~~

~~(iii) In the event of the resignation or removal of any member of the Board, the Mayor shall appoint a person to fill the vacancy on such Board for the unexpired portion of the term of the member vacating such office, subject to approval of the City Commission in accordance with procedures established herein.~~

~~(c) In the event that a member of the Board shall be absent and unexcused from a duly-called meeting of the Board for two meetings in a calendar year, then such member shall automatically be removed as a member of the Board by the City Manager. An excused absence shall be requested in writing via email, fax or letter prior to the Board meeting.~~

~~(d) The City Manager or his designee shall provide necessary staff support for the Board.~~

~~**Sec. 2-192. - Appointment of Board Members process.**~~

~~(a) Individuals wishing to be a member of the Arts and Cultural Center Advisory Board shall make application to the City Manager on the forms provided by the City. The City Manager shall interview all applicants and make recommendation to the Mayor. The Mayor shall appoint to the Board members from the list of applicants recommended by the City Manager, subject to the approval of the City Commission.~~

~~(b) In recommending members of the Board, the following guidelines shall be considered:~~

~~(i) The membership of this Board should be representative of the broad spectrum of the arts and have specific experience and a strong commitment to performing arts including music, dance, the dramatic arts, the visual arts and the cultural arts.~~

~~(ii) All efforts should be made for the membership of this Board to be representative of all age groups.~~

~~Sec. 2-193. - Advisory capacity.~~

~~The powers and duties of the Board shall be solely of an advisory nature to the City Manager and Arts and Cultural Center General Manager. The City Manager shall be responsible for communicating to the City Commission the actions of the Board.~~

~~Sec. 2-194. - Rules of procedure; quorum.~~

~~(a) The Board shall adopt rules of procedure not inconsistent with the ordinances of the City and the laws of the State of Florida and shall utilize Robert's Rules of Order recently revised 1990 Edition for the rules of procedure for the conduct of meetings of the Board. The Board may create additional rules for the conduct of its internal proceedings.~~

~~(b) During the first meeting of the Board and annually thereafter, the members shall elect one of their members to act as Chairperson and may elect a Vice-Chairperson, both of whom shall serve for one year and may be re-elected.~~

~~(c) Four members shall constitute a quorum for the transaction of business of the Board. Official action shall be taken by the Board only upon the concurring vote of a majority of the members present at an official meeting of the Board.~~

~~Sec. 2-195. - Mission; jurisdiction and duties.~~

~~(a) The Mission of the Board is to assist the City in maintaining a facility that offers a wide range of quality entertainment year-round and cultivates partnerships with other local and regional organizations to enhance the quality of life for Aventura by providing a variety of performing arts and relevant cultural programming for audiences of all ages.~~

~~(b) The jurisdiction of the Board shall be solely advisory. Action of the Board shall be in the form of a written recommendation of advice to the City Manager and/or Arts and Cultural Center General Manager. The following matters shall be within the advisory jurisdiction of the Board:~~

~~(i) Promote the mission of the Arts and Cultural Center and broad spectrum of performing arts.~~

~~(ii) Provide input on programming options as requested by the City Manager and Arts and Cultural Center General Manager. Final programming decisions shall rest with the Arts and Cultural Center General Manager.~~

~~(iii) Recommend fundraising and sponsorship opportunities and assist with the implementation of same to support the Center's operations and programming. The Board may accept donations on behalf of the Center in a manner as approved by the City Manager.~~

~~(iv) Review policies and regulations as requested by the City Manager and Arts and Cultural Center General Manager as it relates to the Arts and Cultural Center.~~

~~(v) Assist in the promotion of the Arts and Cultural Center programs and assist in organizing the annual "Curtains Up" event.~~

~~(c) The Board shall meet quarterly or more frequently as determined by the City Manager.~~

~~Sec. 2-196. Standards of conduct for members.~~

~~All members of the Board shall be subject to the Standards of Conduct for Public Officers and Employees, as set by Federal, State, County, City or other applicable law pursuant to City Charter Section 7.03 and must file the appropriate financial disclosure forms.~~

~~Secs. 2-197-2-200. Reserved.~~

~~Secs. 2-201-2-210. Reserved.~~

Section 3. 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 4. Codification. That it is the intention of the City Commission, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of the City of Aventura; that the sections of this Ordinance may be re-

numbered or re-lettered to accomplish such intention; and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

Section 5. Conflict. That all sections or parts of sections of the Code of Ordinances, all ordinances or parts ordinances, and all resolutions or parts of resolutions in conflict are repealed to the extent of such conflict.

Section 6. Effective Date. That this Ordinance shall be effective immediately upon adoption on second reading.

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

Commissioner Clifford B. Ain	<u>Yes</u>
Commissioner Gustavo Blachman	<u>Yes</u>
Commissioner Rachel S. Friedland	<u>Yes</u>
Commissioner Paul A. Kruss	<u>Yes</u>
Commissioner Cindy Orlinsky	<u>Yes</u>
Vice Mayor Amit Bloom	<u>Yes</u>
Mayor Howard S. Weinberg	<u>Yes</u>

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

Commissioner Clifford B. Ain	___
Commissioner Gustavo Blachman	___
Commissioner Rachel S. Friedland	___
Commissioner Paul A. Kruss	___
Commissioner Cindy Orlinsky	___
Vice Mayor Amit Bloom	___
Mayor Howard S. Weinberg	___

PASSED on first reading this 4th day of November, 2025.

PASSED AND ADOPTED on second reading this 13 day of January, 2026.

HOWARD S. WEINBERG, ESQ.
MAYOR

ATTEST:

ELLISA L. HORVATH, MMC
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

ROBERT MEYERS
CITY ATTORNEY
WEISS SEROTA HELFMAN COLE + BIERMAN, P.L.

CITY OF AVENTURA

OFFICE OF THE CITY MANAGER

MEMORANDUM

TO: City Commission

FROM: Bryan Pegues, City Manager *BP*

DATE: October 31, 2025

SUBJECT: **An Ordinance of the City Commission Amending the Code of Ordinances to Create an Arts in Aventura Board**

November 4, 2025 City Commission Meeting Agenda (First Reading)
January 13, 2026 City Commission Meeting Agenda (Second Reading)

RECOMMENDATION

It is recommended that the City Commission approve an ordinance to create an Arts in Aventura Board to embrace a wider array of creative and cultural activities in the community, including supporting public arts projects and showcasing emerging and local artists.

BACKGROUND

The City created the Arts and Cultural Center Advisory Board (“Board”) in 2008, with a primary focus to support the operation of the Arts and Cultural Center (“Center”) by providing input on programming options and recommending fundraising and sponsorship opportunities for the Center. While the Board has served a useful purpose, the City Commission wishes to pursue a broader approach to arts to strengthen civic identity by supporting public art projects, consider a broader spectrum of cultural and creative activities for the benefit of the community and collaborate with community partners to augment funding for desirable projects. The new board will continue to make programming recommendations to the Center. Given the responsibilities of the new Arts in Aventura Board, and to avoid a duplication of effort, the Arts and Cultural Center Advisory Board will be disbanded.

Fiscal Impact

This item should have no impact on the City’s budget.

CITY OF AVENTURA ORDINANCE NO. 2026-__

AN ORDINANCE OF THE CITY OF AVENTURA, FLORIDA, CREATING DIVISION 5 "ARTS IN AVENTURA BOARD" OF ARTICLE III "ADVISORY BOARDS" OF CHAPTER 2 "ADMINISTRATION" OF THE CITY CODE BY CREATING SECTION 2-191 "CREATION, COMPOSITION AND QUALIFICATIONS," SECTION 2-192 "PROCESS FOR APPOINTMENT OF BOARD MEMBERS," SECTION 2-193 "JURISDICTION, DUTIES AND MEETINGS," SECTION 2-194 "RULES OF PROCEDURE; QUORUM," AND SECTION 2-195 "STANDARDS OF CONDUCT FOR MEMBERS"; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission desires to create an advisory board, to be known as the Arts in Aventura Board, to broaden the scope of support for the arts and to embrace a wider range of creative and cultural activities, including incorporating a focus on art in public places, making programming recommendations to the Arts and Cultural Center General Manager and identifying and highlighting the work of local artists.

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

Section 1. Recital Adopted. That the above stated recital is hereby adopted and confirmed.

Section 2. Code Revised. That Division 5 "Arts in Aventura Board" of Article III "Advisory Boards" of Chapter 2 "Administration" of the City Code is hereby created to read as follows:

CHAPTER 2 – ADMINISTRATION

ARTICLE III. – Advisory Boards

DIVISION 5. ARTS IN AVENTURA BOARD

Sec. 2-191. Creation, Composition and Qualifications.

(a) There is hereby created and established the Arts in Aventura Board Advisory Board (the "Board") consisting of five (5) members who shall be appointed by the Mayor, subject to the approval of the City Commission. Members will be appointed for a term of two

years and may serve multiple terms. Three of the five members shall be residents of the City and the remaining members may be from within or outside the City limits. Each of the resident members shall be a qualified elector of the City of Aventura who has continuously resided within the City for the six-month period immediately prior to the appointment. The remaining members shall be selected without preference to residence but shall have resided at their residence for a continuous period of six months immediately prior to appointment.

Notwithstanding the above, the City Manager is authorized to appoint alternative members upon the finding of such a need. Members of the Board shall be appointed in accordance with procedures established by the City Commission and shall hold office at the pleasure of the City Commission.

(b) Members of the Board shall serve without compensation and shall not be reimbursed for travel, mileage, or per diem expenses.

(c) In the event of the resignation or removal of any member of the Board, the Mayor shall appoint a person to fill the vacancy on such Board for the unexpired portion of the term of the member vacating such office, subject to approval of the City Commission in accordance with procedures established herein.

(d) In the event that a member of the Board has two unexcused absences in a calendar year, then such member shall automatically be removed as a member of the Board by the City Manager. An excused absence shall be requested in writing via email, fax or letter prior to the Board meeting.

Sec. 2-192. Process for Appointment of Board Members.

(a) Individuals wishing to be a member of the Board shall make application to the City Manager on the forms provided for by the City. The City Manager shall interview all applicants and make recommendations to the Mayor, subject to approval by the City Commission.

(b) In recommending members of the Board, the following guidelines shall be considered:

(i) The membership of this Board should be representative of the broad spectrum of creative and cultural activities and espousing a broader definition of what constitutes art.

(ii) All efforts should be made for the membership of this Board to be representative of all age groups.

Sec. 2-193. Jurisdiction, Duties and Meetings.

(a) The jurisdiction of the Board shall be solely advisory. Action of the board shall be in

the form of recommendations to the City Manager.

(b) The duties of the Board shall include but not be limited to the following:

(i) Strengthening civic identity by supporting public art projects and embracing community-based projects;

(ii) Locating sponsors for art at no cost to the City to showcase emerging and local artists for installations; and

(iii) Identifying community partners as resources to augment funding opportunities for desirable projects.

(iv) At the first meeting of the Board, and annually thereafter, the members shall elect one of their members to act as Chairperson and may elect a Vice-Chairperson, both of whom shall serve for one year and may be re-elected.

Sec. 2-194. Rules of Procedure; Quorum

(a) The Board shall adopt rules of procedure not inconsistent with the ordinances of the City and the laws of the State of Florida and shall utilize Robert's Rules of Order for the rules of procedure for the conduct of meetings of the Board. The Board may create additional rules for the conduct of its internal proceedings.

(b) During the first meeting of the Board, the members shall elect one (1) of their members to act as Chair and another member to act as Vice-Chair.

(c) Three (3) members shall constitute a quorum for the transaction of business of the Board. Official action shall be taken by the Board only upon the concurring vote of a majority of the members present at an official meeting of the Board, except that at least three (3) affirmative votes shall be required for official action.

Sec. 2-195. Standards of Conduct for Members.

All members of the Board shall be subject to the Standards of Conduct for Public Officers and Employees, as set by federal, state, county, city or other applicable law pursuant to City Charter Section 7.03.

Section 3. 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 4. Inclusion in the Code. That it is the intention of the City Commission, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of the City of Aventura; that the sections of this Ordinance may be renumbered or relettered to accomplish such intentions; and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

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

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

Commissioner Clifford B. Ain	<u>Yes</u>
Commissioner Gustavo Blachman	<u>Yes</u>
Commissioner Rachel S. Friedland	<u>Yes</u>
Commissioner Paul A. Kruss	<u>Yes</u>
Commissioner Cindy Orlinsky	<u>Yes</u>
Vice Mayor Amit Bloom	<u>Yes</u>
Mayor Howard S. Weinberg	<u>Yes</u>

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 Clifford B. Ain	___
Commissioner Gustavo Blachman	___
Commissioner Rachel S. Friedland	___
Commissioner Paul A. Kruss	___
Commissioner Cindy Orlinsky	___
Vice Mayor Amit Bloom	___
Mayor Howard S. Weinberg	___

PASSED on first reading this 4th day of November, 2025

PASSED AND ADOPTED on second reading on this 13 day of January, 2026

HOWARD S. WEINBERG, ESQ.
MAYOR

ATTEST:

ELLISA L. HORVATH, MMC
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

ROBERT MEYERS
CITY ATTORNEY
WEISS SEROTA HELFMAN COLE + BIERMAN

CITY OF AVENTURA

OFFICE OF THE CITY MANAGER

MEMORANDUM

TO: City Commission

FROM: Bryan Pegues, City Manager *BP*

DATE: October 31, 2025

SUBJECT: **Recommendation to Approve Ordinance Regulating the Operation of Electric Bicycles, Motorized Scooters, and Micromobility Devices**

November 4, 2025 City Commission Meeting Agenda (First Reading)
January 13, 2026 City Commission Meeting Agenda (Second Reading)

RECOMMENDATION

It is recommended that the City Commission approve the attached ordinance on first reading relating to the operation of electric bicycles, motorized scooters, and micromobility devices within the City.

BACKGROUND

On October 16, 2025, the City Commission discussed various issues relating to the operation of electric bicycles, scooters, and other micromobility devices within the City. The Commission directed the City Manager and City Attorney to prepare an ordinance addressing these issues, including rider and pedestrian safety, compliance with traffic rules, helmet and lighting requirements, sidewalk operation, observance of traffic laws, careless or unsafe operation, and penalties and education initiatives.

Electric bicycles, motorized scooters, and micromobility devices are subject to statewide regulation under Chapter 316, but municipalities retain authority under FSS 316.002, 316.008, 316.20655, and 316.2128 to supplement those provisions.

The statutes distinguish between electric bicycles, which may operate anywhere bicycles are allowed but require local authorization for sidewalks, and motorized scooters/micromobility devices, which share the same baseline rights and are likewise subject to local control.

CITY OF AVENTURA ORDINANCE NO. 2026-__

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, AMENDING CHAPTER 48, “VEHICLES, USE OF RIGHT-OF-WAY, PARKING AND OTHER REGULATIONS, BY CREATING A NEW ARTICLE V, “ELECTRIC BICYCLES, MOTORIZED SCOOTERS, AND MICROMOBILITY DEVICES,” RELATING TO THE OPERATION OF ELECTRIC BICYCLES, MOTORIZED SCOOTERS, AND MICROMOBILITY DEVICES IN THE CITY; PROVIDING FOR SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, Chapter 316, Florida Statutes, the “State Uniform Traffic Control Law,” governs traffic regulation throughout the state and preempts conflicting local rules; and

WHEREAS, Sections 316.008, 316.20655, 316.2128, and 316.2068, Florida Statutes, authorize municipalities to regulate the operation of electric bicycles, motorized scooters, and micromobility devices on streets, sidewalks, and paths within their jurisdiction for safety purposes; and

WHEREAS, in 2025, the Florida Legislature adopted Senate Bill 462 (Chapter 2025-149, Laws of Florida) authorizing local governments, in part, to establish minimum age limits for the operation of electric bicycles and motorized scooters; and

WHEREAS, during the City of Aventura (“City”) Commission Workshop on October 16, 2025, the City Commission directed the City Manager and City Attorney to draft legislation relating to the operation of electric bicycles, motorized scooters, and micromobility devices within the City; and

WHEREAS, the City Commission finds that the increasing use of electric bicycles, motorized scooters, and other micromobility devices within the City’s public rights-of-way requires the establishment of uniform local regulations to ensure the health, safety, and welfare of residents, pedestrians, cyclists, and motorists, and to promote the safe integration of these devices into the City’s transportation network consistent with state law; and

WHEREAS, the City Commission desires to adopt regulations consistent with state law to ensure the safe operation of these devices within the City; and

WHEREAS, the City has determined that this Ordinance is in the best interest of the City.

¹ Underlined provisions constitute proposed additions to existing text. Remaining provisions are now in effect and remain unchanged.

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

Section 1. Recitals Adopted. That each of the above stated recitals are hereby adopted and confirmed.

Section 2. City Code Amended. That Chapter 48, “Vehicles, Use of Right-of-Way, Parking and Other Regulations,” of the Code of Ordinances, City of Aventura, Florida, is hereby amended as follows: ¹

* * *

ARTICLE V. MICROMOBILITY DEVICES

Sec. 48-50. Intent.

The purpose of this article is to promote the safe and lawful operation of electric bicycles, motorized scooters, and micromobility devices within the City, consistent with the Florida Uniform Traffic Control Law, Chapter 316, Florida Statutes, as may be amended from time to time.

Sec. 48-51. Definitions.

As used in this article, the following terms have the meaning set forth herein, except as otherwise indicated by the context.

Designated Streets. Means all streets within the City except Biscayne Boulevard.

Electric Bicycle. As defined in F.S. § 316.003(23), as amended, an Electric Bicycle is a bicycle or tricycle equipped with fully operable pedals, a seat or saddle for the use of the rider, and an electric motor of less than 750 watts which meets the requirements of one of the following three classifications:

(1) *Class 1 Electric Bicycle* means an electric bicycle equipped with a motor that provides assistance only when the rider is pedaling and that ceases to provide assistance when the electric bicycle reaches the speed of 20 miles per hour.

(2) *Class 2 Electric Bicycle* means an electric bicycle equipped with a motor that may be used exclusively to propel the electric bicycle and that ceases to

¹ Underlined provisions constitute proposed additions to existing text. Remaining provisions are now in effect and remain unchanged.

provide assistance when the electric bicycle reaches the speed of 20 miles per hour.

(3) Class 3 Electric Bicycle means an electric bicycle equipped with a motor that provides assistance only when the rider is pedaling and that ceases to provide assistance when the electric bicycle reaches the speed of 28 miles per hour.

Micromobility Device. As defined in Section 316.003(41), Florida Statutes, as amended, a Micromobility Device is a motorized transportation device for individual use which is typically 20 to 36 inches in width and 50 pounds or less in weight and which operates at a speed of typically less than 15 miles per hour but no more than 28 miles per hour. This term includes both human powered and nonhuman-powered device such as a bicycle, electric bicycle, motorized scooter, or any other device that is owned by an individual or part of a shared fleet.

Motorized Scooter. As defined in F.S. § 316.003(48), as amended, a Motorized Scooter is any vehicle or micromobility device that is powered by a motor with or without a seat or saddle for the use of the rider, which is designed to travel on not more than three wheels, and which is not capable of propelling the vehicle at a speed greater than 20 miles per hour on level ground. This term does not include an electric bicycle.

Sec. 48-52. Operation on Streets, Sidewalks, and Multi-Use Paths.

(a) General operation. Electric bicycles, Motorized Scooters, and Micromobility Devices may be operated on Designated Streets, bicycle lanes, sidewalks, and shared-use paths within the City, in accordance with this article and as permitted under state law.

(b) Sidewalks and multi-use paths. The operation of Electric Bicycles, Motorized Scooters, and Micromobility Devices on sidewalks, sidewalk areas, and multi-use paths is permitted throughout the City, subject to the following:

- i. Operators shall not exceed a speed of ten (10) miles per hour.
- ii. Operators shall yield the right-of-way to pedestrians at all times and give an audible signal before overtaking or passing.

¹ Underlined provisions constitute proposed additions to existing text. Remaining provisions are now in effect and remain unchanged.

- iii. Operators shall exercise due care and safe control to avoid collisions or endangering persons or property.
- iv. When operating on sidewalks, the electric motor must be disengaged, and the device shall be propelled solely under pedal power.

Sec. 48-53. Traffic and safety requirements.

- (a) Micromobility Devices, Electric Bicycles, and Motorized Scooters operated within the City shall comply with all applicable provisions of Chapter 316, Florida Statutes, including all traffic regulations and safety requirements, and shall be afforded all rights and privileges, and be subject to all duties, of bicycles and bicycle operators under state law.
- (b) All persons under sixteen (16) years of age operating a micromobility device, motorized scooter, or electric bicycle shall wear a properly fitted and securely fastened bicycle helmet meeting the federal safety standard set forth in 16 C.F.R. part 1203.

Sec. 48-54. Applicability.

This article shall not apply to governmental personnel on official business, emergency vehicles, or the use of special mobile equipment for repair or maintenance of public property, or a person with a disability who uses a motorized wheelchair or similar mobility device for mobility purposes.

Sec. 48-55. Administration and Rulemaking Authority.

- (a) The City Manager or designee may adopt administrative rules, signage standards, and operating guidelines necessary to implement this article and ensure the safe and orderly use of micromobility devices, electric bicycles, and similar vehicles within the City.
- (b) The City Manager is authorized to adopt an administrative regulation providing for procedure and penalties for impoundment of vehicles for violations of this article. Any proposed regulation shall be adopted by the City Commission after public comment and public notice.

¹ Underlined provisions constitute proposed additions to existing text. Remaining provisions are now in effect and remain unchanged.

Sec. 48-56. Enforcement and Penalties.

- (a) The City Police Department shall enforce this article and may conduct public education campaigns on the safe operation of Micromobility Devices, Electric Bicycles, and Motorized Scooters.
- (b) Violations of this article constitute noncriminal traffic infractions punishable as civil infractions under Chapter 318, Florida Statutes, by a civil fine of one hundred dollars (\$100.00) and any other penalties or remedies provided by law.
- (c) Law enforcement officers may, in their discretion, issue a verbal or written warning for a first offense.
- (d) All other offenses under this article shall be enforced pursuant to Chapter 316, Florida Statutes, or the City Code, as applicable. In addition to the penalties described above, the City may institute any appropriate action or proceeding to enjoin, prevent, restrain, correct, or abate a violation of this article.

* * *

Section 3. 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 4. Codification. That it is the intention of the City Commission, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of the City of Aventura; that the sections of this Ordinance may be numbered or re-lettered to accomplish such intention; and that the word "Ordinance" shall be changed to "Section" or other appropriate word

Section 5. Effective Date. This Ordinance shall be effective immediately upon

¹ Underlined provisions constitute proposed additions to existing text. Remaining provisions are now in effect and remain unchanged.

adoption on second reading.

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

Commissioner Clifford B. Ain	<u>Yes</u>
Commissioner Gustavo Blachman	<u>Yes</u>
Commissioner Rachel S. Friedland	<u>Yes</u>
Commissioner Paul A. Kruss	<u>Yes</u>
Commissioner Cindy Orlinsky	<u>Yes</u>
Vice Mayor Amit Bloom	<u>Yes</u>
Mayor Howard S. Weinberg, Esq.	<u>Yes</u>

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 Clifford B. Ain	___
Commissioner Gustavo Blachman	___
Commissioner Rachel S. Friedland	___
Commissioner Paul A. Kruss	___
Commissioner Cindy Orlinsky	___
Vice Mayor Amit Bloom	___
Mayor Howard S. Weinberg, Esq.	___

PASSED on first reading this 4th day of November, 2025.

PASSED AND ADOPTED on second reading this 13 day of January, 2026.

HOWARD S. WEINBERG, ESQ.
MAYOR

ATTEST:

ELLISA L. HORVATH, MMC
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

ROBERT MEYERS
CITY ATTORNEY
WEISS SEROTA HELFMAN COLE + BIERMAN, P.L.