



CITY OF NORTH MIAMI BEACH

City Council Meeting
Council Chambers, 2nd Floor
City Hall, 17011 NE 19 Avenue
North Miami Beach, FL 33162
Tuesday, September 4, 2012
7:30 PM

Mayor George Vallejo
Vice Mayor Frantz Pierre
Councilman Philippe Derose
Councilwoman Barbara Kramer
Councilwoman Marlen Martell
Councilwoman Phyllis S. Smith
Councilwoman Beth E. Spiegel

City Manager Lyndon L. Bonner
City Attorney Darcee S. Siegel
City Clerk Pamela L. Latimore, CMC

Notice to All Lobbyists

Any person who receives compensation, remuneration or expenses for conducting lobbying activities is required to register as a Lobbyist with the City Clerk prior to engaging in lobbying activities before City Boards, Committees, or the City Council.

AGENDA

1. **ROLL CALL OF CITY OFFICIALS**
2. **INVOCATION - TBD**
3. **PLEDGE OF ALLEGIANCE**
4. **REQUESTS FOR WITHDRAWALS, DEFERMENTS AND ADDITIONS TO AGENDA**
5. **PRESENTATIONS /DISCUSSIONS - None**
6. **PUBLIC COMMENT**

To All Citizens Appearing Under Public Comment

The Council has a rule which does not allow discussion on any matter which is brought up under Public Comment. We are, however, very happy to listen to you. The reason for this is that the Council must have Staff input and prior knowledge as to the facts and figures, so that they can intelligently discuss a matter. The Council may wish to ask questions regarding this matter, but will not be required to do so. At the next or subsequent Council meeting you may have one of the Councilpersons introduce your matter as his or her recommendation. We wish to thank you for taking the time to bring this matter to our attention. Under no circumstances will personal attacks, either from the public or from the dais, be tolerated.

Speaking Before the City Council

There is a three (3) minute time limit for each speaker during public comment and a three (3) minute time limit for each speaker during all public hearings. Your cooperation is appreciated in observing the three (3) minute time limit policy. If you have a matter you would like to discuss which requires more than three (3) minutes, please feel free to arrange a meeting with the appropriate administrative or elected official. In the Council Chambers, citizen participants are asked to come forward to the podium, give your name and address, and the name and address of the organization you are representing, if any. If you are speaking on a public hearing item, please speak only on the subject for discussion. Thank you

very much, in advance, for your cooperation.

Pledge of Civility

A resolution was adopted by the Mayor and City Council of the City of North Miami Beach recognizing the importance of civility, decency, and respectful behavior in promoting citizen participation in a democratic government. The City of North Miami Beach calls upon all residents, employees, and elected officials to exercise civility toward each other. (Resolution Nos. R2007-57, 11/06/07 and R2011-22, 4/26/11)

7. APPOINTMENTS

7.1 North Miami Beach Police Officers & Firefighters' Retirement Plan (City Clerk Pamela L. Latimore)

Linda Loizzo, Re-appointment

8. CONSENT AGENDA

8.1 Resolution No. R2012-64 (Assistant Director of Public Services Jeff An)

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF NORTH MIAMI BEACH AND MIAMI-DADE COUNTY FOR A COMMUNITY DEVELOPMENT BLOCK GRANT FOR ROOF REPLACEMENT AND FACILITY UPGRADES TO THE NORTH MIAMI BEACH PUBLIC LIBRARY FOR AN AMOUNT NOT TO EXCEED \$140,000; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

8.2 Resolution No. R2012-65 (Director of Leisure Services Paulette Murphy)

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AUTHORIZING THE SUBMISSION OF THE FISCAL YEAR 2012/13 STATE AID APPLICATION TO THE FLORIDA DEPARTMENT OF STATE, DIVISION OF LIBRARY AND INFORMATION SERVICES.

8.3 Resolution No. R2012-66 (Assistant Director of Public Services Jeff An)

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AMENDING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF NORTH MIAMI BEACH AND MIAMI-DADE COUNTY FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT FOR ALLEN PARK RECREATION CENTER RENOVATION PROJECT PHASE II FOR AN ADDITIONAL AMOUNT NOT TO EXCEED \$200,000.00; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AMENDMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

8.4 Resolution No. R2012-67 (City Planner Christopher Heid)

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING A REQUEST FOR A ONE (1)-YEAR EXTENSION OF TIME TO OBTAIN THE NECESSARY BUILDING PERMITS REQUIRED TO CONSTRUCT THE PROJECT LOCATED AT 15501 NE 21st AVENUE, WHICH RECEIVED SITE PLAN APPROVAL AND VARIANCES, PREVIOUSLY APPROVED BY RESOLUTION NO. R2011-49.

8.5 Resolution No. R2012-68 (Chief Procurement Officer Brian K. O'Connor)

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH

MIAMI BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH FLORIDA ENGINEERING AND DEVELOPMENT CORP. FOR SCHEDULE A: ALLEY PHASE 8B, BLOCKS A, B, C & E; AND WITH METRO EXPRESS, INC. FOR SCHEDULE B: ALLEY PHASE 9, FOR THE ALLEY IMPROVEMENT PROJECT.

8.6 Resolution No. R2012-69 (City Manager Lyndon L. Bonner)

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AMENDMENT NUMBER TWO TO A CONTRACT BETWEEN THE CITY AND MIAMI-DADE COUNTY FOR THE PROVISION OF WATER SERVICE AND BILLING SERVICES FOR SANITARY SEWER SERVICE CHARGES.

9. CITY MANAGER'S REPORT

10. CITY ATTORNEY'S REPORT

10.1 Litigation List

Litigation List.

11. MAYOR'S DISCUSSION

12. MISCELLANEOUS ITEMS - *None*

13. WAIVER OF FEE - *None*

14. BUSINESS TAX RECEIPTS - *None*

15. DISCUSSION ITEMS - *None*

16. LEGISLATION

16.1 Ordinance No. 2012-22 - First Reading by Title Only (City Attorney Darcee S. Siegel)

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH AMENDING SECTION 12-2.2b.2 OF THE CODE OF ORDINANCES BY REQUIRING A 2:00 A.M. TO 4:00 A.M. EXTENDED HOURS BUSINESS TAX RECEIPT TO BE ISSUED AND REVOKED BY THE CITY COUNCIL, NOT BY THE CITY MANAGER; PROVIDING FOR THE REPEAL OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE CODIFICATION OF THIS ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE

16.2 Ordinance No. 2012-23 - First Reading by Title Only (City Attorney Darcee S. Siegel)

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH AMENDING SECTION 12-2.2b.2 OF THE CODE OF ORDINANCES BY REQUIRING A 2:00 A.M. TO 4:00 A.M. EXTENDED HOURS BUSINESS TAX RECEIPT TO BE EXTENDED TO 4:30 A.M.; BY DELETING SECTION 12-2.2c.1; AMENDING SECTION 12-3.3e BY DELETING THE 4:00 A.M. TO 6:00 A.M. EXTENDED HOURS OF BUSINESS; AND AMENDING SECTION 13-52 OF THE ADULT ENTERTAINMENT CODE TO PROVIDE FOR THE ISSUANCE OF THE EXTENDED BUSINESS TAX RECEIPT FROM 2:00 A.M. TO 4:30 A.M.; PROVIDING FOR THE REPEAL OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE CODIFICATION OF THIS ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE.

16.3 Ordinance No. 2012-24 - First Reading by Title Only (City Attorney Darcee S. Siegel)

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH AMENDING SECTIONS 12-2.2c.1 AND 12-3.3e BY AMENDING THE 4:00 A.M. TO 6:00 A.M. EXTENDED HOURS OF BUSINESS TO 5:00 A.M.; AND AMENDING SECTION 13-52 OF THE ADULT ENTERTAINMENT CODE TO PROVIDE FOR THE ISSUANCE OF THE EXTENDED BUSINESS TAX RECEIPT FROM 2:00 A.M. TO 4:00 A.M. AND FROM 4:00 A.M. TO 5:00 A.M.; PROVIDING FOR THE REPEAL OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE CODIFICATION OF THIS ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE.

16.4 Ordinance No. 2012-9 - Second and Final Reading (City Planner Christopher Heid)

AN ORDINANCE OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, REZONING PROPERTY WITHIN THE CITY OF NORTH MIAMI BEACH LOCATED AT 17400 WEST DIXIE HIGHWAY FROM A CLASSIFICATION OF RM-23, RESIDENTIAL MID-RISE MULTIFAMILY (HIGH DENSITY) DISTRICT AND CF, COMMUNITY FACILITY DISTRICT, TO A CLASSIFICATION OF B-2, GENERAL BUSINESS DISTRICT, AND DIRECTING THE DIRECTOR OF THE PUBLIC SERVICES DEPARTMENT TO MAKE ALL NECESSARY CHANGES IN THE OFFICIAL ZONING MAP OF THE CITY OF NORTH MIAMI BEACH TO CARRY OUT THE INTENT OF THIS ORDINANCE; PROVIDING FOR THE REPEAL OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR THE CODIFICATION OF THIS ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE.

16.5 Ordinance No. 2012-15 - Second and Final Reading (City Attorney Darcee S. Siegel)

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, DESIGNATING THE OFFICIAL MUNICIPAL SEAL AND ADOPTING THE PROVISIONS OF SECTION 165.043 OF THE FLORIDA STATUTES; PROVIDING FOR THE REPEAL OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE CODIFICATION OF THIS ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE.

16.6 Ordinance No. 2012-17 - Second and Final Reading (City Attorney Darcee S. Siegel)

AN ORDINANCE AMENDING CHAPTER 12, ARTICLE II, OF THE CODE OF THE ORDINANCES OF THE CITY OF NORTH MIAMI BEACH ENTITLED "ALCOHOLIC BEVERAGES" BY AMENDING SECTION 12-2.2, SUBSECTION c.1-5, TO REQUIRE A TWELVE-MONTH WAITING PERIOD AFTER THE DENIAL OF A 4:00 A.M. TO 6:00 A.M. EXTENDED LICENSE PRIOR TO A SUBSEQUENT APPLICATION FOR THE EXTENDED LICENSE; PROVIDING FOR THE REPEAL OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE CODIFICATION OF THIS ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE

16.7 Ordinance 2012-18 - Second and Final Reading (City Attorney Darcee S. Siegel)

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL AMENDING CHAPTER XII OF THE CODE OF ORDINANCES OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, ENTITLED "LOCAL BUSINESS TAX RECEIPTS AND REGULATIONS" BY AMENDING SECTION 12-2.12 ENTITLED "NUDITY; SEXUAL CONDUCT PROHIBITED"; AND AMENDING CHAPTER XIII OF THE CODE OF ORDINANCES OF

THE CITY OF NORTH MIAMI BEACH, FLORIDA, ENTITLED "ADULT ENTERTAINMENT CODE" BY AMENDING SECTIONS 13-43 AND 13-49(D) ENTITLED "PROSCRIPTIONS WHERE ALCOHOLIC BEVERAGES ARE SOLD, DISPENSED OR PERMITTED AND WHERE FOOD OR BEVERAGES ARE SOLD OR DISPENSED" AND "ENGAGED IN PROHIBITED ACTIVITY", RESPECTIVELY, BY REMOVING THE PROHIBITION OF THE SALE, DISPENSING, SERVING OR CONSUMPTION OF ALCOHOLIC BEVERAGES IN ADULT ENTERTAINMENT BUSINESSES AND FOLLOWING STATE LAW AS TO PROHIBITED ACTIVITY BY REMOVING THE PROHIBITION OF STRADDLE DANCES AND PRIVATE PERFORMANCES IN ADULT ENTERTAINMENT BUSINESSES; PROVIDING FOR THE REPEAL OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE CODIFICATION OF THIS ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE.

17. CITY COUNCIL REPORTS

18. NEXT REGULAR CITY COUNCIL MEETING - Thursday, September 20, 2012

19. ADJOURNMENT



City of North Miami Beach
17011 NE 19 Avenue
North Miami Beach, FL 33162
305-947-7581
www.citynmb.com

MEMORANDUM

 **Print**

TO: Mayor and City Council
FROM: Pamela L. Latimore, City Clerk
DATE: Tuesday, September 4, 2012

RE: North Miami Beach Police Officers & Firefighters' Retirement Plan (City Clerk Pamela L. Latimore)

BACKGROUND: Linda Loizzo, Re-appointment

RECOMMENDATION:

FISCAL IMPACT:

CONTACT PERSON(S): Pamela L. Latimore, City Clerk
Martin Lebowitz, Plan Administrator

ATTACHMENTS:

None



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17011 NE 19 Avenue
North Miami Beach, FL 33162
305-947-7581
www.citynmb.com

MEMORANDUM

 **Print**

TO: Mayor and City Council
FROM: Lyndon L. Bonner, City Manager
DATE: Tuesday, September 4, 2012

RE: Resolution No. R2012-64 (Assistant Director of Public Services
Jeff An)

BACKGROUND: The City of North Miami Beach applied for a Miami-Dade County Community Development Block Grant (CDBG) in Fiscal Year 2012 for replacement of the NMB Library roof and various other facility upgrades, including replacement of the air-conditioning unit, replacement/repair of rest room facilities, replacement of carpet and ceilings, and parking-lot improvements to conform with ADA requirements. On May 1, 2012, the Board of County Commissioners (BCC) approved the FY2012 Action Plan funding allocations for the Fiscal Year 2012 CDBG Program. On May 7, 2012, the City of North Miami Beach received notice that the BCC had awarded the City \$140,000 in CDBG funds for this project. A resolution of the Mayor and Council is required authorizing the City Manager to execute the agreement with the county and thereby receive the funding.

RECOMMENDATION: Approval is recommended.
FISCAL IMPACT: None
CONTACT PERSON(S): Jeff An, Assistant Director of Public Services

ATTACHMENTS:

□ [Resolution No. R2012-64](#)

RESOLUTION NO. R2012-64

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF NORTH MIAMI BEACH AND MIAMI-DADE COUNTY FOR A COMMUNITY DEVELOPMENT BLOCK GRANT FOR ROOF REPLACEMENT AND FACILITY UPGRADES TO THE NORTH MIAMI BEACH PUBLIC LIBRARY FOR AN AMOUNT NOT TO EXCEED \$140,000; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to the Miami-Dade County Community Development Block Grant Program, the City of North Miami Beach ("City") applied for a grant in Fiscal Year 2012 for replacement of the City Library ("Library") roof and various facility upgrades; and

WHEREAS, on May 1, 2012, the Board of County Commissioners (BCC) approved the FY2012 Action Plan funding allocations for the Fiscal Year 2012 Community Development Block Grant (CDBG); and

WHEREAS, on May 7, 2012, the City received notice that the BCC had awarded the City \$140,000.00 in CDBG funds for replacement of the Library roof and various facility upgrades; and

WHEREAS, the project will consist of replacement of the Library roof, replacement of the air-conditioning unit, replacement/repair of restroom facilities, replacement of carpet and ceilings, and parking-lot improvements to conform with ADA requirements; and

WHEREAS, the Mayor and Council of the City of North Miami Beach acknowledge that the Library roof replacement and facility upgrades will improve the quality of life for the children, adults and families within our community and the surrounding areas.

RESOLUTION R2012-64

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of North Miami Beach, Florida:

Section 1. The foregoing recitals are true and correct.

Section 2. The Mayor and Council of the City of North Miami Beach, Florida, hereby approve an Interlocal Agreement between the City of North Miami Beach and Miami-Dade County for a Community Development Block Grant for replacement of the Library roof and various facility upgrades for an amount not to exceed \$140,000.00, in a form acceptable to the City Attorney, and authorize the City Manager to execute said agreement and future amendments, as necessary.

APPROVED AND ADOPTED by the City of North Miami Beach City Council at the regular meeting assembled this ____ day of September, **2012**.

ATTEST:

PAMELA L. LATIMORE
CITY CLERK

(CITY SEAL)

GEORGE VALLEJO
MAYOR

APPROVED AS TO FORM:

DARCEE S. SIEGEL
CITY ATTORNEY

SPONSORED BY: Mayor and City Council

RESOLUTION R2012-64



City of North Miami Beach
17011 NE 19 Avenue
North Miami Beach, FL 33162
305-947-7581
www.citynmb.com

MEMORANDUM

 Print

TO: Mayor and City Council
FROM: Lyndon L. Bonner, City Manager
DATE: Tuesday, September 4, 2012

RE: Resolution No. R2012-65 (Director of Leisure Services Paulette Murphy)

BACKGROUND:

RECOMMENDATION: Approval.

FISCAL IMPACT:

CONTACT PERSON(S): Paulette Murphy, Leisure Services Director
Susan Sandness, Library Manager

ATTACHMENTS:

- [Resolution No. R2012-65](#)
- [FY'13 State Aid Grant Package](#)

RESOLUTION NO. R2012-65

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL
OF THE CITY OF NORTH MIAMI BEACH, FLORIDA,
AUTHORIZING THE SUBMISSION OF THE FISCAL
YEAR 2012/13 STATE AID APPLICATION TO THE
FLORIDA DEPARTMENT OF STATE, DIVISION OF
LIBRARY AND INFORMATION SERVICES.**

WHEREAS, the Florida Department of State, Division of Library and Information Services provides operating grants to public libraries under the provisions of Chapter 257, Florida Statutes; and

WHEREAS, the North Miami Beach Public Library ("Library") uses State aid revenues to purchase library materials to enhance its collection and services; and

WHEREAS, this grant is based solely on local expenditures.

NOW, THEREFORE,

BE IT RESOLVED by the City of North Miami Beach, Florida that:

Section 1. The City Council hereby authorizes the City Manager to submit the grant application attached hereto and incorporated herein as Exhibit 1 and to execute the grant agreement attached hereto and incorporated herein as Exhibit 2.

Section 2. All funds received as a result of the grant agreement referenced herein will be centrally expended as a part of the Library's budget.

Section 3. This resolution shall become effective upon its passage and adoption.

APPROVED AND ADOPTED by the City Council of the City of North Miami Beach,

Florida, at the regular meeting assembled this ____ **day of September, 2012.**

ATTEST:

PAMELA L. LATIMORE
CITY CLERK
(CITY SEAL)

GEORGE VALLEJO
MAYOR

APPROVED AS TO FORM:

DARCEE S. SIEGEL
CITY ATTORNEY

SPONSORED BY: Mayor and City Council

RESOLUTION R2012-65

Library Name: North Miami Beach Public Library

1B Certification of Local Operating Appropriations for New Libraries

(Complete this section only if the applicant is a newly established public library in the first two years of operation.)

We hereby certify that the following total funds from local sources are appropriated to be expended centrally during the fiscal year beginning October 1, 2012 and ending September 30, 2013 for the operation and maintenance of a library under the provisions outlined in Chapter 257.14 - 257.25, *Florida Statutes*, and guidelines for the State Aid to Libraries Grant Program.

We further certify that the amount listed below does not include funds received from the federal government; funds received from state government; or funds used for purchase or construction of a library building or library quarters. Such funds are not eligible to be used as local match for State Aid applications under Chapter 257, *Florida Statutes*, and guidelines for the State Aid to Libraries Grant Program.

Total local funds appropriated to be expended centrally by the library for the operation and maintenance of a library between October 1, 2012 and September 30, 2013.

\$ (0) N/A

SIGNATURES:

Library Finance Manager

Janette Smith

Typed Name

Date

Single Library Administrative Head

Susan Sandness

Typed Name

Date

**FLORIDA DEPARTMENT OF STATE
DIVISION OF LIBRARY AND INFORMATION SERVICES**

**EXPENDITURE OR APPROPRIATION REPORT
Form DLIS/SA01**

Library Name: North Miami Beach Public Library

Check Applicable

Expenditure Report – October 1, 2010 - September 30, 2011

Appropriation Report - October 1, 2012 - September 30, 2013

(Provide appropriation only if the applicant is a newly established public library in the first two years of operation.)

EXPENDITURE/ APPROPRIATION CATEGORY	FUNDING OR REVENUE SOURCES:				TOTAL
	LOCAL	STATE	FEDERAL	OTHER	
10 Personnel Services	537,618.00	0	0	0	537,618.00
30 Operating Expenses	95,964.00	3,308.00	0	0	99,272.00
60 Capital Outlay (Non-Fixed)	20,351.00	22,065.00	0	0	42,416.00
Other	1,369.00	0	0	0	1,369.00
Total for the operation & maintenance of the library	655,302.00 <i>(Record this amount on page 1)</i>	25,374.00	0	0	680,676.00

60 Capital Outlay (Fixed, including purchase or construction of a library building or quarters)	0	0	0	0	0
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WHAT WE HAVE

The library has materials on a wide variety of subjects for adults and children: Books, CDs, videos, DVDs, books on tape/CD, magazines and newspapers.

- ❖ Accelerated reader materials
- ❖ African American materials
- ❖ Career information
- ❖ Electronic databases
- ❖ FOAT, GED and other test guides
- ❖ Foreign language and bilingual materials including: Chinese, Creole, French, Portuguese, Spanish
- ❖ Newspapers include Chinese, Jamaican, Haitian and Spanish
- ❖ Language instruction cassettes/CDs
- ❖ Large Print books
- ❖ City of North Miami Beach Archives

SERVICES

- ❖ Computers
- ❖ Copy machines
- ❖ FAX
- ❖ IR3 forms
- ❖ Meeting rooms
- ❖ Programs for all ages
- ❖ Voter registration forms

Rev. 5/11

WHEN WE ARE OPEN

Monday & Wednesday
9:30 A.M. - 7:50 P.M.
Tuesday & Thursday
9:30 A.M. - 4:50 P.M.
Friday & Saturday
9:30 A.M. - 4:50 P.M.
Sunday
1:00 P.M. - 4:50 P.M.
(OCT-MAY)

This is an independent library
funded by the
City of North Miami Beach

CITY OF NORTH MIAMI BEACH

George Vallejo.....Mayor
Phillipe Derose.....Councilman
Barbara Kramer.....Councilwoman
Melen Martell.....Councilwoman
Frantz Pierre.....Councilman
Phyllis S. Smith.....Councilwoman
Beth E. Spiegel.....Councilwoman
Lyndon L. Bonner.....City Manager
Darose S. Siegel.....City Attorney
Pamela Latimore.....City Clerk

A GUIDE TO SERVICES

NORTH MIAMI BEACH PUBLIC LIBRARY

1601 N.E. 164th Street
North Miami Beach, FL 33162-4099
(305) 948-2970

**Florida Department of State, Division of Library and Information Services
STATE AID TO LIBRARIES GRANT AGREEMENT**

The Applicant (GRANTEE) City of North Miami Beach
(Name of library governing body)

Governing body for North Miami Beach Public Library
(Name of library)

hereby makes application and certifies eligibility for receipt of grants authorized under Section 257, *Florida Statutes*, and guidelines for the State Aid to Libraries Grant Program.

The Division, as administrator of state funds provided under Section 257, *Florida Statutes*, has approved an application for State Aid to Libraries Grant funds submitted by the GRANTEE. By reference, the application is hereby made a part of this agreement.

The parties agree as follows:

- I. The GRANTEE agrees to:
 - a. Expend all grant funds awarded and perform all acts in connection with this agreement in full compliance with the terms and conditions of Chapter 257, *Florida Statutes*, and guidelines for the State Aid to Libraries Grant Program.
 - b. Expend all grant funds received under this agreement solely for the purposes for which they were authorized and appropriated,
 - c. Provide the DIVISION with statistical, narrative, financial and other evaluative reports as requested.
 - d. Retain and make available to the DIVISION, upon request, all financial and programmatic records, supporting documents, statistical records, and other records for the project.
 - e. Retain all records for a period of five years from the date of submission of the final project report. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the five year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five year period, whichever is later.
 - f. Establish and maintain a proper accounting system in accordance with generally accepted accounting procedures. To use and maintain adequate fiscal authority, control, and accounting procedures that will ensure proper disbursement of, and accounting for, project funds.
 - g. Perform all acts in connection with this agreement in strict conformity with all applicable laws and regulations of the State of Florida.

- h. Not use any grant funds for lobbying the legislature, the judicial branch, or any state agency.
- i. The GRANTEE hereby certifies that it is cognizant of the prohibition of conflicts of interest described in Sections 112.311 through 112.326, *Florida Statutes*, and affirms that it will not enter into or maintain a business or other relationship with any employee of the Department of State that would violate those provisions. The GRANTEE further agrees to seek authorization from the General Counsel for the Department of State prior to entering into any business or other relationship with a Department of State employee to avoid a potential violation of those statutes.
- j. Not discriminate against any employee employed in the performance of this agreement, or against any applicant for employment because of race, color, religion, gender, national origin, age, handicap, or marital status. The GRANTEE shall insert a similar provision in all subcontracts for services by this agreement.
- k. In the event that the grantee expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such GRANTEE, the grantee must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, *Florida Statutes*; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), *Rules of the Auditor General*. In determining the state financial assistance expended in its fiscal year, the GRANTEE shall consider all sources of state financial assistance, including state financial assistance received from the Department of State, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

In connection with the audit requirements addressed in part j, paragraph 1, the GRANTEE shall ensure that the audit complies with the requirements of Section 215.97(8), *Florida Statutes*. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), *Florida Statutes*, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), *Rules of the Auditor General*.

If the GRANTEE expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, *Florida Statutes*, is not required. In the event that the GRANTEE expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, *Florida Statutes*, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the grantee's resources obtained from other than State entities).

Information related to the requirements of Section 215.97, *Florida Statutes*, (the Florida Single Audit Act) and related documents may be found at <https://apps.fldfs.com/fsaa/>.

Copies of financial reporting packages required by this agreement shall be submitted by or on behalf of the GRANTEE directly to each of the following:

1. The Department of State at the following addresses:

Office of Inspector General
Florida Department of State
R. A. Gray Building, Room 114A
500 S. Bronough Street
Tallahassee, Florida 32399-0250

2. The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

- l. Identify an individual or position with the authority to make minor modifications to the application, if necessary, prior to execution of the agreement.

II. The DIVISION agrees:

- a. To provide a grant in accordance with the terms of this agreement in consideration of the GRANTEE's performance hereinunder, and contingent upon funding by the Legislature. The State of Florida's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the Legislature. In the event that the state funds on which this agreement is dependent are withdrawn, this agreement is terminated and the state has no further liability to the GRANTEE beyond that already incurred by the termination date. In the event of a state revenue shortfall, the total grant may be reduced accordingly.
- b. To notify the grantee of the grant award after review and approval of required documents. The grant amount shall be calculated in accordance with Chapter 257, *Florida Statutes*, and guidelines for the State Aid to Libraries Grant Program.
- c. To distribute grant funds in two payments. The first payment will be requested by the DIVISION from the Chief Financial Officer upon execution of the agreement. The remaining payment will be made by June 30.
- d. That any balance of unobligated cash that has been paid to the grantee may be retained for direct program costs in a subsequent period.

III. The GRANTEE and the DIVISION mutually agree that:

- a. This instrument embodies the whole agreement of the parties. There are no provisions, terms, conditions, or obligations other than those contained herein; and this agreement shall supersede all previous communications, representation, or agreements either verbal or written, between the parties. No amendment shall be effective unless reduced in writing and signed by the parties.
- b. The agreement is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws and rules of the State of Florida. Each party shall perform its obligations hereunder in accordance with the terms

and conditions of this agreement. If any matter arising out of this Agreement becomes the subject of litigation, venue shall be in Leon County.

- c. If any term or provision of the agreement is found to be illegal and unenforceable, the remainder of the agreement shall remain in full force and effect and such term or provision shall be deemed stricken.
- d. No delay or omission to exercise any right, power, or remedy accruing to either party upon breach or default by either party under this Agreement shall impair any such right, power, or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default, or any similar breach or default.
- e. This agreement shall be terminated by the DIVISION because of failure of the GRANTEE to fulfill its obligations under the agreement in a timely and satisfactory manner unless the GRANTEE demonstrates good cause as to why it cannot fulfill its obligations. Satisfaction of obligations by GRANTEE shall be determined by the DIVISION, based on the terms and conditions imposed on the GRANTEE in paragraphs I and III of this agreement and guidelines for the State Aid to Libraries Grant Program. The DIVISION shall provide GRANTEE a written notice of default letter. GRANTEE shall have 15 calendar days to cure the default. If the default is not cured by GRANTEE within the stated period, the DIVISION shall terminate this agreement, unless the GRANTEE demonstrates good cause as to why it cannot cure the default within the prescribed time period. For purposes of this agreement, "good cause" is defined as circumstances beyond the GRANTEE's control. Notice shall be sufficient if it is delivered to the party personally or mailed to its specified address. In the event of termination of this agreement, the GRANTEE will be compensated for any work satisfactorily completed prior to notification of termination, if equitable.
- f. The DIVISION shall unilaterally cancel this agreement in the event that the GRANTEE refuses to allow public access to all documents or other materials made or received in regard to this agreement that are subject to the provisions of Chapter 119, *Florida Statutes*. GRANTEE agrees to immediately contact the DIVISION for assistance in the event that it receives a public records request related to this agreement or the grant the it awards.
- g. The DIVISION shall not be liable to pay attorney fees, interest, late charges and service fees, or cost of collection related to the grant.
- h. The DIVISION shall not assume any liability for the acts, omissions to act or negligence of the GRANTEE, its agents, servants, or employees; nor shall the GRANTEE exclude liability for its own acts, omissions to act, or negligence to the DIVISION. In addition, the GRANTEE hereby agrees to be responsible for any injury or property damage resulting from any activities conducted by the GRANTEE.
- i. The GRANTEE, other than a GRANTEE which is the State or agency or subdivision of the State, agrees to indemnify and hold the DIVISION harmless from and against any and all claims or demands for damages of any nature, including but not limited to personal injury, death, or damage to property, arising out of any activities performed under this agreement and shall investigate all claims at its own expense.
- j. The GRANTEE shall be responsible for all work performed and all expenses incurred in connection with the project. The GRANTEE may subcontract as necessary to perform the services set forth in this agreement, including entering into subcontracts with vendors for

services and commodities, provided that such subcontract has been approved by the DIVISION, such approval not to be unreasonably withheld, and provided that it is understood by the GRANTEE that the DIVISION shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that the GRANTEE shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

- k. Neither the State nor any agency or subdivision of the State waives any defense of sovereign immunity, or increases the limits of its liability, upon entering into a contractual relationship.
- l. The GRANTEE, its officers, agents, and employees, in performance of this agreement, shall act in the capacity of an independent contractor and not as an officer, employee or agent of the DIVISION. Under this agreement, GRANTEE is not entitled to accrue any benefits of state employment, including retirement benefits, and any other rights or privileges connected with employment in the State Career Service. GRANTEE agrees to take such steps as may be necessary to ensure that each subcontractor of the GRANTEE will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the DIVISION.
- m. The GRANTEE shall not assign, sublicense, nor otherwise transfer its rights, duties, or obligations under this agreement without the prior written consent of the DIVISION, whose consent shall not unreasonably be withheld. The agreement transferee must demonstrate compliance with the requirements of the program. If the DIVISION approves a transfer of the GRANTEE's obligations, the GRANTEE remains responsible for all work performed and all expenses incurred in connection with the Agreement. In the event the Legislature transfers the rights, duties, or obligations of the Department to another governmental entity pursuant to Section 20.06, *Florida Statutes*, or otherwise, the rights, duties, and obligations under this agreement shall also be transferred to the successor government entity as if it were an original party to the agreement.
- n. This agreement shall bind the successors, assigns, and legal representatives of the GRANTEE and of any legal entity that succeeds to the obligation of the DIVISION.
- o. The State of Florida's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the legislature. In the event that the state funds on which this agreement is dependent are withdrawn, this agreement is terminated and the DIVISION has no further liability to the GRANTEE beyond that already incurred by the termination date. In the event of a state revenue shortfall, the total grant shall be reduced in accordance with Section 257.21, *Florida Statutes*.
- p. If the GRANTEE is in noncompliance with any term(s) of this grant agreement or any other grant agreement with any Division of Library and Information Services, the Division of Historical Resources or the Division of Cultural Affairs, the Division may withhold grant payments until the GRANTEE comes into compliance. Violation of a grant program requirement, including but not limited to failure to submit grant reports and other grant documents; submission of incomplete grant reports or other grant documents; or violation of other grant agreement requirements; shall constitute a basis for the Division to place the GRANTEE in noncompliance status with the Department of State.

- q. Unless there is a change of address, any notice required by this agreement shall be delivered to the Division of Library and Information Services, 500 South Bronough Street, Tallahassee, Florida 32399-0250, for the State and, for the GRANTEE, to its single library administrative unit. In the event of a change of address, it is the obligation of the moving party to notify the other party in writing of the change of address.

IV. The term of this agreement will commence on the date of execution of the grant agreement.

THE APPLICANT/GRANTEE

 Chair of Governing Body or
 Chief Executive Officer

Lyndon L. Bonner

 Typed Name

 Date

 Clerk or Chief Financial Officer

Janette Smith, Finance Director

 Typed Name and Title of Official

 Date

THE DIVISION

 Florida Department of State
 Division of Library and Information Services

 Typed Name

 Date

 Division Witness

 Division Witness



City of North Miami Beach
17011 NE 19 Avenue
North Miami Beach, FL 33162
305-947-7581
www.citynmb.com

MEMORANDUM

 **Print**

TO: Mayor and City Council
FROM: Lyndon L. Bonner, City Manager
DATE: Tuesday, September 4, 2012

RE: Resolution No. R2012-66 (Assistant Director of Public Services
Jeff An)

BACKGROUND: On July 3, 2012, the Miami-Dade County Board of County Commissioners passed Resolution R-562-12 amending its FY 2012 Action Plan, allocating an additional \$200,000 of Community Development Block Grant (CDBG) funding for Phase II of the Allen Park Recreation Center Renovation Project and extending the Interlocal Agreement through March 31, 2013. A resolution of mayor and council is required authorizing the city manager to execute the amendment. The Block Grant funds, now totaling \$572,491, will be used at the Allen Park Recreation Center to construct a new elevator and life-safety upgrades including stairwell enclosures, new fire-rated interior walls and exit pathways for ADA and fire code compliance.

RECOMMENDATION: Approval is recommended.
FISCAL IMPACT: Additional \$200,000 in CDBG funds.
CONTACT PERSON(S): Jeff An, Assistant Director of Public Services

ATTACHMENTS:

[Resolution No. R2012-66](#)

RESOLUTION NO. R2012-66

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AMENDING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF NORTH MIAMI BEACH AND MIAMI-DADE COUNTY FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT FOR ALLEN PARK RECREATION CENTER RENOVATION PROJECT PHASE II FOR AN ADDITIONAL AMOUNT NOT TO EXCEED \$200,000.00; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AMENDMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on February 16, 2010, the City Council passed Resolution No. R2010-3 authorizing the execution of an Interlocal Agreement with Miami-Dade County for the Community Development Block Grant ("CDBG") for a Phase I renovation of the Allen Park Recreation Center located at 1770 NE 162nd Street in North Miami Beach; and

WHEREAS, on December 7, 2010, the Mayor and City Council approved an Amendment to that Interlocal Agreement between the City of North Miami Beach and Miami-Dade County to implement the Phase II renovation for the Allen Park Recreation Center, and accepted from the County an amount up to \$150,000.00 from CDBG funds to accomplish that project; and

WHEREAS, on July 3, 2012, the Miami-Dade Board of County Commissioners passed Resolution No. R-562-12 amending its Fiscal Year 2012 Action Plan to allocate an additional \$200,000.00 of CDBG funds for the Allen Park Recreation Center Renovation Project Phase II, bringing the total of allocated CDBG funds for the project to \$572,491.00; and

WHEREAS, the City has determined that the improvements utilizing the CDBG funds will be used to rehabilitate the interior of the Allen Park Recreation Center to install a new air conditioner, and to construct a new elevator and life-safety upgrades, including stairwell enclosures, new fire-rated interior walls, and exit pathways for ADA and fire code compliance; and

RESOLUTION R2012-66

WHEREAS, the amendment to the FY2012 Action Plan to allocate the additional CDBG funding will extend the Interlocal Agreement to March 31, 2013; and

WHEREAS, the Mayor and City Council have determined that amending the Interlocal Agreement is in the best interest of the citizens of Miami-Dade County and the City of North Miami Beach, allowing the City to accept the grant funds to improve the quality of life of its citizens and patrons of the Allen Park Recreation Center.

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of North Miami Beach, Florida that:

Section 1. The foregoing recitals are true and correct.

Section 2. The Mayor and Council of the City of North Miami Beach, Florida hereby approve Amendment Three to the Interlocal Agreement between the City of North Miami Beach and Miami-Dade County, and authorize the City Manager to execute the Amendment to the Interlocal Agreement and to implement Phase II of the Allen Park Recreation Center Renovation Project by accepting and utilizing the Community Development Block Grant funds awarded in an amount not to exceed \$200,000.00.

APPROVED AND ADOPTED by the City of North Miami Beach City Council at the regular meeting assembled this _____ day of **September, 2012**.

ATTEST:

PAMELA L. LATIMORE
CITY CLERK

(CITY SEAL)

GEORGE VALLEJO
MAYOR

APPROVED AS TO FORM:

DARCEE S. SIEGEL
CITY ATTORNEY

SPONSORED BY: Mayor and City Council

RESOLUTION R2012-66



City of North Miami Beach
17011 NE 19 Avenue
North Miami Beach, FL 33162
305-947-7581
www.citynmb.com

MEMORANDUM

 **Print**

TO: Mayor and City Council
FROM: Lyndon L. Bonner, City Manager
DATE: Tuesday, September 4, 2012

RE: Resolution No. R2012-67 (City Planner Christopher Heid)

BACKGROUND: The applicant V&D LLC. received site plan approval and variances through Resolution No. R2011-49 on September 20, 2011. Pursuant to Section 24-172(I) of the City's Code of Ordinance, the applicant received a six (6) month extension on March 13, 2012, which will expire on September 14, 2012. the applicant is now requesting an additional extension of one (1) year which may only be granted by the City Council.

RECOMMENDATION: Approval.

FISCAL IMPACT: None.

CONTACT PERSON(S): Shari Kamali, Director of Public Services
Christopher Heid, City Planner

ATTACHMENTS:

- [Letter of Request](#)
- [Resolution No. R2011-49](#)
- [Administrative Extension](#)
- [Resolution No. R2012-67](#)

LETTER OF REQUEST

August 21, 2012

From:

V & D LLC

245 Poinciana Drive

Sunny Isles, Florida 33160

Vyacheslav Dimitryuk

slavadim@gmail.com

786-325-1323

To:

City of North Miami Beach : Planning & Zoning

17011 NE 19 Avenue, North Miami Beach, FL 33162

Tel: 305-948-2966 Fax: 305-957-3517

RE: Resolution No. R2011-49. V&D Warehouse Complex, 15501 NE 21 Ave, North Miami Beach, FL 33162

We are requesting a one (1) year extension to obtain building permits as required by Resolution No. R2011-49.

We would appreciate your attention in this matter.

Sincerely,

V & D LLC

Vyacheslav Dimitryuk



RESOLUTION NO. R2011-49

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, GRANTING SITE PLAN APPROVAL IN ORDER TO CONSTRUCT A ONE-STORY WAREHOUSE TOTALING 15,623 SQUARE FEET ON A 29,772 SQUARE FOOT (0.68 ACRE) PARCEL OF LAND, AS PROPOSED; AND

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, GRANTING A VARIANCE FROM SECTION 24-54(D)(3) OF THE CODE OF ORDINANCES OF THE CITY OF NORTH MIAMI BEACH TO WAIVE FIFTEEN (15) FEET OF THE REQUIRED FRONT YARD SETBACK OF 25 (TWENTY-FIVE) FEET, WHERE INTERIOR SIDE YARD SETBACK OF TEN (10) FEET IS PROPOSED; AND

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, GRANTING A VARIANCE FROM SECTION 24-54(D)(3) OF THE CODE OF ORDINANCES OF THE CITY OF NORTH MIAMI BEACH TO WAIVE TEN (10) FEET OF THE REQUIRED INTERIOR SIDE YARD SETBACK OF FIFTEEN (15) FEET, WHERE NORTH INTERIOR SIDE YARD SETBACK OF FIVE (5) FEET IS PROPOSED; AND

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, GRANTING A VARIANCE FROM SECTION 24-54(D)(3) OF THE CODE OF ORDINANCES OF THE CITY OF NORTH MIAMI BEACH TO WAIVE TEN (10) FEET OF THE REQUIRED INTERIOR SIDE YARD SETBACK OF FIFTEEN (15) FEET, WHERE SOUTH INTERIOR SIDE YARD SETBACK OF FIVE (5) FEET IS PROPOSED; AND

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, GRANTING A VARIANCE FROM SECTION 24-54(D)(3) OF THE CODE OF ORDINANCES OF THE CITY OF NORTH MIAMI BEACH TO WAIVE TEN (10) FEET OF THE REQUIRED REAR SIDE YARD SETBACK OF FIFTEEN (15) FEET, WHERE REAR YARD SETBACK OF FIVE (5) FEET IS PROPOSED ON PROPERTY LEGALLY DESCRIBED AS:

(LENGTHY LEGAL - SEE ATTACHED EXHIBIT ("A"))

**A/K/A
15501 N.E. 21st Avenue
North Miami Beach, Florida**

(P&Z Item No. 11-504 of August 22, 2011)

WHEREAS, the property described herein is zoned B-4 Distribution Business and Light Industrial District; and

WHEREAS, the applicant requests site plan approval and variances in order to construct a one-story warehouse totaling 15,623 square feet on a 29,772 square foot (0.68 acre) parcel of land located at 15501 N.E. 21st Avenue; and

WHEREAS, the Planning and Zoning Board on August 22, 2011 recommended approval of the site plan and related variances, subject to the following conditions:

1. Plans submitted for building permit(s) shall substantially comply with those as currently submitted, including the following:

- Survey, Sheets 1 of 1, by Blanco Surveyors, Inc., dated 5/10/2011;
- Site Plan, Sheet A-1, by GeoDesign, Inc., dated 6/9/2011, revised 6/29/2011;
- Floor & Roof Plan, Sheet A-2, by GeoDesign, Inc., dated 6/9/2011, revised 6/29/2011;
- Elevations, Sheet A-3, by GeoDesign, Inc., dated 6/9/2011;
- Dumpster, Bathroom, and Office Details, Sheet A-4, by GeoDesign, Inc., dated 6/29/2011;
- Landscape Plan, Sheet L-1, by Landscape Architect Consultants, dated 6/9/2011, revised 6/29/2011;
- Photometric, Sheet P-1, by Ruud Lighting, dated 5/19/2011.

2. A complete paving and drainage plan showing proposed and existing grading, drainage details and calculations must be submitted to and approved by the City Engineer prior to the issuance of a building permit.

3. All utilities, including but not limited to electrical, cable television and telephone must be located underground. The manner of locating these utilities, as well as the location of the transformer(s) must be submitted to and approved by the Director of

Public Services. Transformers and other above ground equipment must be screened with landscaping.

4. Project must be in complete conformity with the Americans with Disabilities Act (ADA) in accordance with State and Federal laws.

5. Building materials and color samples must be submitted to and approved by the Director of Public Services prior to the issuance of a building permit for this project.

6. A lighting plan for the entire property shall be submitted by a qualified lighting professional. Said plan shall include the entire property, and, if necessary, the adjacent swale areas, and shall include decorative facade lighting in addition to that provided for safety and security needs. All exterior lighting shall be white lighting only. All lighting shall be contained on-site only.

7. A revised landscape and irrigation plan, signed and sealed by a Florida registered Landscape Architect, shall be submitted to and approved by the City Forester. The plan shall be approved prior to the issuance of a building permit, and the installed materials inspected and approved prior to the issuance of a Certificate of Occupancy.

8. The design, dimensions, materials, quantity and location of all outdoor accessory features, including but not limited to security bollards, trash cans, light poles, street furniture, and bicycle racks must be submitted to and approved by the Director of Public Services.

9. Garbage dumpsters shall be constructed of CBS, with roll up over-head doors, be large enough to encompass recycling materials and be equipped with air conditioning, interior light, running water, hose hook-up and a floor drain.

10. All roof top equipment shall be screened form ground view of all surrounding and adjacent properties by a masonry parapet.

11. The extension of the sewer line to the north property line must be completed prior to the issuance of a Certificate of Occupancy.

12. The installation and dedication of the sidewalk along NE 21 Avenue must be completed prior to the issuance of a Certificate of Occupancy.

13. When plans are submitted for building permit, a cover sheet must be included incorporating the final Resolution approving this project, including all conditions related to said approval.

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of North Miami Beach, Florida.

Section 1. Site plan approval in order to construct a one-story warehouse totaling 15,623 square feet on a 29,772 square foot (0.68 acre) parcel of land, on property legally described as:

(LENGTHY LEGAL - SEE ATTACHED EXHIBIT ("A"))

**A/K/A
15501 N.E. 21st Avenue
North Miami Beach, Florida**

is hereby granted subject to the following conditions:

1. Plans submitted for building permit(s) shall substantially comply with those as currently submitted, including the following:
 - Survey, Sheets 1 of 1, by Blanco Surveyors, Inc., dated 5/10/2011;
 - Site Plan, Sheet A-1, by GeoDesign, Inc., dated 6/9/2011, revised 6/29/2011;
 - Floor & Roof Plan, Sheet A-2, by GeoDesign, Inc., dated 6/9/2011, revised 6/29/2011;
 - Elevations, Sheet A-3, by GeoDesign, Inc., dated 6/9/2011;
 - Dumpster, Bathroom, and Office Details, Sheet A-4, by GeoDesign, Inc., dated 6/29/2011;
 - Landscape Plan, Sheet L-1, by Landscape Architect Consultants, dated 6/9/2011, revised 6/29/2011;
 - Photometric, Sheet P-1, by Ruud Lighting, dated 5/19/2011.
2. A complete paving and drainage plan showing proposed and existing grading, drainage details and calculations must be submitted to and approved by the City Engineer prior to the issuance of a building permit.
3. All utilities, including but not limited to electrical, cable television and telephone must be located underground. The manner of locating these utilities, as well as the location of the transformer(s) must be submitted to and approved by the Director of Public Services. Transformers and other above ground equipment must be screened with landscaping.
4. Project must be in complete conformity with the Americans with Disabilities Act (ADA) in accordance with State and Federal laws.
5. Building materials and color samples must be submitted to and approved by the Director of Public Services prior to the issuance of a building permit for this project.

6. A lighting plan for the entire property shall be submitted by a qualified lighting professional. Said plan shall include the entire property, and, if necessary, the adjacent swale areas, and shall include decorative façade lighting in addition to that provided for safety and security needs. All exterior lighting shall be white lighting only. All lighting shall be contained on-site only.

7. A revised landscape and irrigation plan, signed and sealed by a Florida registered Landscape Architect, shall be submitted to and approved by the City Forester. The plan shall be approved prior to the issuance of a building permit, and the installed materials inspected and approved prior to the issuance of a Certificate of Occupancy.

8. The design, dimensions, materials, quantity and location of all outdoor accessory features, including but not limited to security bollards, trash cans, light poles, street furniture, and bicycle racks must be submitted to and approved by the Director of Public Services.

9. Garbage dumpsters shall be constructed of CBS, with roll up over-head doors, be large enough to encompass recycling materials and be equipped with air conditioning, interior light, running water, hose hook-up and a floor drain.

10. All roof top equipment shall be screened form ground view of all surrounding and adjacent properties by a masonry parapet.

11. The extension of the sewer line to the north property line must be completed prior to the issuance of a Certificate of Occupancy.

12. The installation and dedication of the sidewalk along NE 21 Avenue must be completed prior to the issuance of a Certificate of Occupancy.

13. When plans are submitted for building permit, a cover sheet must be included incorporating the final Resolution approving this project, including all conditions related to said approval.

Section 2. A variance from Section 24-54(D)(3) to waive fifteen (15) feet of the required twenty-five (25) feet front yard setback, where front yard setback of ten (10) feet is proposed, on property legally described as aforesaid is hereby granted subject to the aforementioned conditions.

Section 3. A variance from Section 24-54(D)(3) to waive ten (10) feet of the required interior side yard setback of fifteen (15) feet, where North interior side yard of five (5) feet is proposed, on property legally described as aforesaid is hereby granted subject to the aforementioned conditions.

Section 4. A variance from Section 24-54(D)(3) to waive ten (10) feet of the required interior side yard setback of fifteen (15) feet, where South interior side yard of five (5) feet is proposed, on property legally described as aforesaid is hereby granted subject to the aforementioned conditions.

Section 5. A variance from Section 24-54(D)(3) to waive ten (10) feet of the required rear yard setback of fifteen (15) feet, where rear yard setback of five (5) feet is proposed, on property legally described as aforesaid is hereby granted subject to the aforementioned conditions.

Section 6. Pursuant to Section 24-172(I) of the Code of Ordinances of the City of North Miami Beach, the applicant must obtain a master building permit from the City within six (6) months of the date of this Resolution or the site plan approval granted shall be deemed null and void and the applicant shall be required to reinstate the site plan review process unless the term is extended administratively or by the City Council prior to its expiration.

Section 7. Pursuant to Section 24-176(C)(4) of the Code of Ordinances of the City of North Miami Beach, any variance granted shall automatically expire if a permit has not been issued within six (6) months from the date of this Resolution or, if the permit is issued, expires or is revoked pursuant to the Florida Building Code.

APPROVED AND ADOPTED by the City Council of the City of North Miami Beach,

Florida at regular meeting assembled this **20th day of September, 2011.**

ATTEST:



PAMELA L. LATIMORE
CITY CLERK



GEORGE VALLEJO
MAYOR

(CITY SEAL)

APPROVED AS TO FORM:



DARCEE S. SIEGEL
CITY ATTORNEY

SPONSORED BY: Mayor and City Council

EXHIBIT "A"

LEGAL DESCRIPTION:

A PORTION OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 16, TOWNSHIP 52 SOUTH, RANGE 42 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF THE WEST DIXIE HIGHWAY AND THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 16, TOWNSHIP 52 SOUTH, RANGE 42 EAST; THENCE RUN NORTH 89 DEGREES 34 MINUTES 43 SECONDS EAST ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 16, FOR A DISTANCE OF 616.11 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND HEREINAFTER TO BE DESCRIBED; THENCE CONTINUE NORTH 89 DEGREES 34 MINUTES 43 SECONDS EAST ALONG THE LAST MENTIONED COURSE OF 309.97 FEET, MORE OR LESS TO THE WESTERLY RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILROAD; THENCE NORTH 17 DEGREES 44 MINUTES 49 SECONDS EAST ALONG THE WESTERLY RIGHT OF WAY LINE OF SAID FLORIDA EAST COAST RAILROAD FOR 100.00 FEET; THENCE RUN DUE WEST PARALLEL TO THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SOUTHWEST 1/4 OF SAID SECTION 16 FOR A DISTANCE OF 309.50 FEET; THENCE RUN SOUTH 17 DEGREES 36 MINUTES 15 SECONDS WEST FOR 102.31 FEET TO THE POINT OF BEGINNING, LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA; LESS THE WEST 5 FEET FOR RIGHT OF WAY.



City of North Miami Beach, Florida
COMMUNITY DEVELOPMENT DEPARTMENT

March 13, 2012

file: 15501 NE 21 Avenue (M)

V&D LLC.
Vyacheslav Dimitryuk
245 Poinciana Drive
Sunny Isles Beach, FL 33160

Dear Mr. Dimitryuk:

I am writing in response to your letter of March 12, 2012 requesting a six (6) month extension to obtain building permits as required by Resolution 2011-49. In accordance with Section 24-172(I) of the City's Land Development Regulations your request for a six (6) month extension has been approved administratively. Building permits for Resolution 2011-49 must now be obtained no later than September 14, 2012. Any further extension must be approved by the Mayor and City Council.

If you have any questions in this regard, please contact me at (305) 948-2966.

Sincerely,

Christopher Heid
CITY PLANNER

15501ne21ave_Extension

RESOLUTION NO. R2012-67

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING A REQUEST FOR A ONE (1)-YEAR EXTENSION OF TIME TO OBTAIN THE NECESSARY BUILDING PERMITS REQUIRED TO CONSTRUCT THE PROJECT LOCATED AT 15501 NE 21st AVENUE, WHICH RECEIVED SITE PLAN APPROVAL AND VARIANCES, PREVIOUSLY APPROVED BY RESOLUTION NO. R2011-49.

WHEREAS, on September 20, 2011, the Mayor and City Council of the City of North Miami Beach approved and adopted Resolution No. R2011-49 granting site plan approval and variances to construct a one-story warehouse totaling 15,623 square feet on a 29,772 square foot (0.68 acre) parcel of land located at 15501 NE 21st Avenue, North Miami Beach, Florida; and

WHEREAS, pursuant to Section 6 of Resolution No. R2011-49, a master building permit must be obtained from the City within six (6) months of the date of approval or the site plan approval shall be deemed null and void and the applicant shall be required to reinstate the site plan review process unless the term is extended administratively or by the City Council prior to its expiration; and

WHEREAS, in accordance with Section 24-172(I) of the Code of Ordinances of the City of North Miami Beach, Florida, on March 13, 2012 the applicant for the project requested and was granted a six (6) month administrative extension; and

WHEREAS, based on that approval, the expiration date is September 14, 2012; however, the applicant has requested an additional one (1)-year extension from the City Council to obtain the required building permits (see letter from the applicant attached hereto as Exhibit "A").

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of North Miami Beach, Florida that:

RESOLUTION NO. R2012-67

Section 1. The forgoing recitals are true and correct.

Section 2. The Mayor and Council of the City of North Miami Beach, Florida hereby grant the applicant, V&D LLC, and its successors and assignees, an additional one (1)-year extension until September 14, 2013 to obtain the required building permits to construct the project approved under Resolution No. R2011-49.

APPROVED AND ADOPTED by the City of North Miami Beach City Council at the regular meeting assembled this _____ **day of September 2012.**

ATTEST:

PAMELA L. LATIMORE
CITY CLERK

GEORGE VALLEJO
MAYOR

(CITY SEAL)

APPROVED AS TO FORM:

DARCEE S. SIEGEL
CITY ATTORNEY

Sponsored by: Mayor & Council



City of North Miami Beach
17011 NE 19 Avenue
North Miami Beach, FL 33162
305-947-7581
www.citynmb.com

MEMORANDUM

 [Print](#)

TO: Mayor and City Council

FROM: Lyndon L. Bonner, City Manager

DATE: Tuesday, September 4, 2012

RE: Resolution No. R2012-68 (Chief Procurement Officer Brian K. O'Connor)

BACKGROUND: The City of North Miami Beach issued Invitation to Bid (ITB) No. 2012-16 to contract with qualified contractors for the furnishing of all labor, equipment, and materials for the construction of twenty alley blocks to be constructed in phases over a multi-year period, located in various areas citywide through a three year unit price agreement that includes grading, paving, drainage, sidewalk and swale restoration.

Notices were electronically sent to 374 potential, local and national vendors via DemandStar. Additionally, registered City of North Miami Beach vendors under the commodity(s) matching this project's scope were notified via email or phone.

Advertisements were placed in the Daily Business Review on July 25, 2012. Signs and Bid Notices were posted in the City Hall Lobby under Public Notices. The Bid (available for download) and a brief description were posted on the City's website.

The City took receipt of four responses on August 17, 2012.

RECOMMENDATION: It is the evaluation committee's recommendation that Schedule A: Alley Phase 8B, Blocks A, B, C & E, which corresponds to line items A1 through A 17 be awarded to the lowest most responsive, responsible bidder for this schedule, Florida Engineering and Development Corp.

It is also the evaluation committee's recommendation that Schedule B: Alley Phase 9, which corresponds to line items B1 through B 16 be awarded to the lowest most responsive, responsible bidder for this schedule, Metro Express, Inc.

H & R Paving, Inc was disqualified because it failed to provide unit prices after the Reverse Auction Event per bid instructions.

PROPOSED VENDORS:

SCHEDULE A:

Florida Engineering and Development Corp.
12076 NW 98 Ave Hialeah Gardens, FL 33018

SCHEDULE B:

Metro Express, Inc. 9442 NW 109th Street Medley, FL 33178

FISCAL IMPACT:

The expenditure of the bid item will be established within the budgetary amount for each fiscal year.
Account Number: 390820-534830

CONTACT PERSON(S):

Shari Kamali, Director of Public Services
Brian K. O'Connor, Chief Procurement Officer

ATTACHMENTS:

- ❑ [Admin Review](#)
- ❑ [Tabulation](#)
- ❑ [Resolution No. R2012-68](#)
- ❑ [Agreement with Florida Engineering and Development](#)
- ❑ [Agreement with Metro Express inc](#)

2012-16 ALLEY IMPROVEMENT PROJECT

VENDOR NAME	Acosta Tractors, Inc	Florida Engineering and Development Corp	H & R Paving Inc	Metro Express, Inc
Better Business Bureau	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
Sunbiz	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
FL license portal	CGC, CUUEC, CBI	CUUEC, CGC, CBI	CGC, CBI	CGC, CBI
MDC Public works	Paving Eng, Pipeline eng, CUC, WC exp	General Engineer	Paving Engineer	General Engineer
EPLS	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
City required forms	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
Qualification Form	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
references	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
Addenda	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
5%bid bond	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
Unit prices	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
Schedule A	\$218,136.62	\$218,000.00	\$300,736.80	\$233,690.54
Schedule B	\$1,040,606.17	\$977,000.00	\$1,618,166.80	\$901,968.84
Total A-B	\$1,258,742.79	\$1,195,000.00	\$1,948,703.60	\$1,135,659.38

CGC: Certified General Contractor

CUUEC: Certified Underground Utility and Excavation Contractor

CBI: Construction Business Information

ITB 2012-16 Alley Improvement Project

UNIT PRICING:

	Metro Express	Florida Engineering and Development	Acosta Tractors Inc.
<u>Schedule A, Items A1 - A17, Unit Price</u>			
A1 Mobilization - Per Specification/Addendum	\$5,000.00	\$7,000.00	\$20,965.80
A2 Maintenance of traffic - Per Specification/Addendum	\$2,379.34	\$1,000.00	\$1,132.31
A3 Clearing and grubbing - Per Specification/Addendum	\$6,000.00	\$10,000.00	\$14,493.57
A4 8 inches thick lime rock base (Group 6) including sub grade stabilization & compaction - Per Specification/Addendum	\$15.00	\$18.00	\$15.51
A5 Type S-3 Asphaltic Concrete - Per Specification/Addendum	\$150.00	\$125.00	\$126.82
A6 Sod, Argentine Bahia, installed - Per Specification/Addendum	\$6.00	\$2.50	\$4.13
A7 Water for grass establishment-water min. of 3 times per week for 3 weeks - Per Specification/Addendum	\$200.00	\$200.00	\$74.59
A8 2" top soil (50/50 mix) or finish soil layer - Per Specification/Addendum	\$8.00	\$2.04	\$3.06
A9 Excavation (shall not include French Drain construction) - Per Specification/Addendum	\$2,000.00	\$15,035.60	\$22,135.25
A10 Embankment (including swale grading) - Per Specification/Addendum	\$8.00	\$10.00	\$16.98
A11 6 inches thick concrete sidewalk including sub grade stabilization & compaction - Per Specification/Addendum	\$52.00	\$47.00	\$65.62
A12 French Drain, furnish and install 15" exfiltration trenches per detail drawing - Per Specification/Addendum	\$125.00	\$125.00	\$76.70
A13 Catch basin (42") with BMP Snout baffle, frame and grates per detail drawing - Per Specification/Addendum	\$3,500.00	\$3,800.00	\$2,797.75
A14 Ditch bottom inlet Type F per FDOT Index 233 - Per Specification/Addendum	\$4,200.00	\$4,300.00	\$3,264.03
A15 Manhole (42") with frame & cover per detail drawing - Per Specification/Addendum	\$5,200.00	\$2,900.00	\$2,026.35
A16 4 inches thick concrete sidewalk including sub grade stabilization, compaction, removal and disposal of existing concrete sidewalk - Per Specs/Addendum	\$42.00	\$40.00	\$70.83
A17 Milling and resurfacing existing asphalt pavement (1-inch) - Per Specification/Addendum	\$3.50	\$50.00	\$56.62
Total Lump Sum Price for Schedule A, Items A1 - A17 (must match final bid placed during the live bid)	\$233,690.54	\$218,000.00	\$218,136.62
<u>Schedule B, Items B1 - B16, Unit Price</u>			
B1 Mobilization - Per Specification/Addendum	\$6,147.84	\$20,000.00	\$105,209.54
B2 Maintenance of traffic - Per Specification/Addendum	\$8,000.00	\$8,000.00	\$4,544.42
B3 Clearing and grubbing - Per Specification/Addendum	\$6,000.00	\$6,500.00	\$18,081.33
B4 8 inches thick lime rock base (Group 6) including sub grade stabilization and compaction - Per Specification/Addendum	\$12.00	\$20.00	\$15.56
B5 Type S-3 Asphaltic Concrete - Per Specification/Addendum	\$125.00	\$130.00	\$127.24
B6 Sod, Argentine Bahia, installed - Per Specification/Addendum	\$6.00	\$2.50	\$4.15
B7 2" top soil (50/50 mix) or finish soil layer - Per Specification/Addendum	\$8.00	\$2.00	\$3.07
B8 Excavation (shall not include French Drain construction) - Per Specification/Addendum	\$5,000.00	\$62,839.52	\$88,694.07
B9 Embankment & swale grading - Per Specification/Addendum	\$16.00	\$10.00	\$17.04
B10 6 inches thick concrete sidewalk including sub grade stabilization and compaction - Per Specification/Addendum	\$52.00	\$45.00	\$48.57
B11 French Drain, furnish and install 15" exfiltration trenches per detail drawing - Per Specification/Addendum	\$125.00	\$125.50	\$90.52
B12 Catch basin (42") with BMP Snout baffle, frame and grates per detail drawing - Per Specification/Addendum	\$3,800.00	\$3,810.00	\$2,740.52
B13 Manhole (42") with frame & cover per detail drawing - Per Specification/Addendum	\$4,200.00	\$2,900.00	\$1,965.88
B14 Water for grass establishment-water min. of 3 times per week for 3 weeks - Per Specification/Addendum	\$100.00	\$31.00	\$102.52
B15 4 inches thick concrete sidewalk including subgrade stabilization, compaction, removal and disposal of existing concrete sidewalk - Per Specs/Addendum	\$42.00	\$40.00	\$71.06
B16 Milling & resurfacing existing asphalt pavement (1-inch) - Per Specification/Addendum	\$3.50	\$50.00	\$63.62
Total Lump Sum Price for Schedule B, Items B1 - B16 (must match final bid placed during the live bid)	\$901,968.84	\$977,000.00	\$1,040,606.17

RESOLUTION NO. R2012-68

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH FLORIDA ENGINEERING AND DEVELOPMENT CORP. FOR SCHEDULE A: ALLEY PHASE 8B, BLOCKS A, B, C & E; AND WITH METRO EXPRESS, INC. FOR SCHEDULE B: ALLEY PHASE 9, FOR THE ALLEY IMPROVEMENT PROJECT.

WHEREAS, the City of North Miami Beach issued an Invitation to Bid/Reverse Auction No. 2012-16 to contract with qualified contractors for the furnishing of all labor, equipment, and materials for the construction of twenty alley blocks located in various areas citywide to be constructed in phases over a multi-year period through a three-year unit price agreement that includes grading, paving, drainage, sidewalk and swale restoration; and

WHEREAS, bid notices were mailed electronically to 374 potential local and national vendors, advertised in the Daily Business Review, and posted on DemandStar by Onvia, on the City's website, and in the lobby of City Hall; and

WHEREAS, a total of four companies responded to the Invitation to Bid by the published deadline; and

WHEREAS, an Evaluation Committee was convened to rank the responses to Bid No. 2012-16; and

WHEREAS, H & R Paving, Inc. was disqualified because it failed to provide unit prices after the Reverse Auction Event per bid instructions; and

WHEREAS, the Evaluation Committee recommended that a contract for the work in Schedule A: Alley Phase 8B, Blocks A, B, C & E, which corresponds to line items A1 through

RESOLUTION R2012-68

A17 be awarded to the lowest, most responsive, responsible bidder for this schedule, Florida Engineering and Development Corp; and

WHEREAS, the Evaluation Committee recommended that a contract for the work in Schedule B: Alley Phase 9, which corresponds to line items B1 through B16 be awarded to the lowest, most responsive, responsible bidder for this schedule, Metro Express, Inc.; and

WHEREAS, based on the responses to Bid No. 2012-16, the City Council of North Miami Beach authorizes the City Manager to execute agreements between the City of North Miami Beach and Florida Engineering and Development Corp. and between the City of North Miami Beach and Metro Express, Inc., for the furnishing of all labor, equipment, and materials for the construction of twenty alley blocks located in various areas citywide, to be constructed in phases over a multi-year period through a three-year unit price agreement that includes grading, paving, drainage, sidewalk and swale restoration.

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of North Miami Beach, Florida that:

Section 1. The foregoing recitals are true and correct.

Section 2. The Mayor and Council of the City of North Miami Beach hereby award Bid No. 2012-16 to Florida Engineering and Development Corp. for Schedule A and Metro Express, Inc. for Schedule B.

Section 3. The Mayor and Council of the City of North Miami Beach, Florida, hereby authorize and direct the City Manager and the City Clerk to execute agreements, in a form acceptable to the City Attorney, between the City and Florida Engineering and Development Corp. and between the City and Metro Express, Inc., attached hereto as Exhibits "A" and "B" respectively, and incorporated herein by reference.

RESOLUTION R2012-68

APPROVED AND ADOPTED by the City of North Miami Beach City Council

at the regular meeting assembled this ____ **day of September, 2012.**

ATTEST:

PAMELA L. LATIMORE
CITY CLERK

GEORGE VALLEJO
MAYOR

(CITY SEAL)

APPROVED AS TO FORM:

DARCEE S. SIEGEL
CITY ATTORNEY

Sponsored by: Mayor and Council

AGREEMENT No. 2012-16.1
BETWEEN THE CITY OF NORTH MIAMI BEACH AND
FLORIDA ENGINEERING AND DEVELOPMENT CORP.

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2012 by and between **Florida Engineering and Development Corp.**, a corporation organized and existing under the laws of the **State of Florida**, having its principal office at **12076 NW 98th Avenue, Hialeah Gardens, Florida, 33018** (hereinafter referred to as the "Contractor"), and the City of North Miami Beach, a political subdivision of the State of Florida, having its principal office at 17011 NE 19th Avenue, North Miami Beach, Florida 33162 (hereinafter referred to as the "City"),

WITNESSETH:

WHEREAS, the Contractor has offered to provide the materials and/or services and to be bound by the Plans and the terms and conditions of the **Invitation to Bid (ITB) No. 2012-16**, which includes the General Terms and Conditions of Invitations for Bids, Specifications, Bid Forms, and associated addenda attached hereto and incorporated herein as Exhibit "A", and the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B"; and

WHEREAS, the Contractor has submitted a written proposal dated **August 17, 2012**, hereinafter referred to as the "Contractor's Proposal", the terms of which are incorporated herein by reference as if fully set forth herein; and

WHEREAS, the City desires to procure a three-year unit price agreement for items in Schedule A: Alley Phase 8B, Blocks A, B, C & E, which correspond to line items A1 through A 17; and

WHEREAS, the City desires to procure from the Contractor such items for the City, in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. The Contractor agrees to provide the materials and/or services pursuant to and to be bound by the Plans and the terms and conditions of the Invitation to Bid, which includes General Terms and Conditions of Invitations for Bids, Specifications, Bid Forms, and associated addenda and the terms of which are incorporated herein by reference as if fully set forth herein and attached hereto as Exhibit "A", and the Contractor's Proposal attached hereto and incorporated herein as Exhibit "B".
2. The CITY agrees to abide by and to be bound by the terms of the Invitation to Bid, which includes General Terms and Conditions of Invitations for Bids, Specifications, Bid Forms, and associated addenda attached hereto and incorporated herein as Exhibit "A", and by the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B".
3. Contractor shall deliver materials and/or provide services in accordance with the terms of the Invitation to Bid, Bid Forms and addenda attached hereto and incorporated herein as Exhibit "A" and with the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B".

4. The City agrees to make payment in accordance with the terms of the Invitation to Bid, Bid Forms and addenda attached hereto and incorporated herein as Exhibit "A" and with the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B".

5. This Agreement and attachments hereto constitute the entire agreement between the parties hereto, and its provisions shall not be amended, except in writing, after formal approval by both parties.

6. This Agreement will commence on _____ and expire on _____ unless Contractor is otherwise notified by the City. Any extension to this Agreement shall be in writing. The City Manager is authorized to extend or terminate this Agreement on behalf of the City.

7. In addition to any other contractual indemnification provisions in Exhibit A or Exhibit B in favor of the City, Contractor hereby agrees to indemnify and hold the City harmless from any and all claims, suits, actions, damages, causes of action, and attorney's fees, arising from any personal injury, loss of life, or damage to person or property sustained by reason of or as a result of the products or materials used or supplied in the performance of this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on this _____ day of _____, 2012.

FLORIDA ENGINEERING AND DEVELOPMENT
CORP.

By: _____
(Signature)

Name: _____
(Print)

Title: _____

Date: _____

Attest: _____
Corporate Seal/Notary Public

Corporate Seal/Notary Seal

CITY OF NORTH MIAMI BEACH

By: _____
Lyndon L. Bonner, City Manager

Date: _____

Attest: _____
Pamela L. Latimore, City Clerk

Approved as to form
and legal sufficiency

Darcee S. Siegel, City Attorney

AGREEMENT No. 2012-16.2
BETWEEN THE CITY OF NORTH MIAMI BEACH AND
METRO EXPRESS, INC.

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2012 by and between **Metro Express, Inc.**, a corporation organized and existing under the laws of the **State of Florida**, having its principal office at **9442 NW 109th Street, Medley, Florida, 33178** (hereinafter referred to as the "Contractor"), and the City of North Miami Beach, a political subdivision of the State of Florida, having its principal office at 17011 NE 19th Avenue, North Miami Beach, Florida 33162 (hereinafter referred to as the "City"),

WITNESSETH:

WHEREAS, the Contractor has offered to provide the materials and/or services and to be bound by the Plans and the terms and conditions of the **Invitation to Bid (ITB) No. 2012-16**, which includes the General Terms and Conditions of Invitations for Bids, Specifications, Bid Forms, and associated addenda attached hereto and incorporated herein as Exhibit "A", and the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B"; and

WHEREAS, the Contractor has submitted a written proposal dated **August 17, 2012**, hereinafter referred to as the "Contractor's Proposal", the terms of which are incorporated herein by reference as if fully set forth herein; and

WHEREAS, the City desires to procure a three-year unit price agreement for items in Schedule B: Alley Phase 9, which correspond to line items B1 through B 16; and

WHEREAS, the City desires to procure from the Contractor such items for the City, in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. The Contractor agrees to provide the materials and/or services pursuant to and to be bound by the Plans and the terms and conditions of the Invitation to Bid, which includes General Terms and Conditions of Invitations for Bids, Specifications, Bid Forms, and associated addenda and the terms of which are incorporated herein by reference as if fully set forth herein and attached hereto as Exhibit "A", and the Contractor's Proposal attached hereto and incorporated herein as Exhibit "B".
2. The CITY agrees to abide by and to be bound by the terms of the Invitation to Bid, which includes General Terms and Conditions of Invitations for Bids, Specifications, Bid Forms, and associated addenda attached hereto and incorporated herein as Exhibit "A", and by the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B".
3. Contractor shall deliver materials and/or provide services in accordance with the terms of the Invitation to Bid, Bid Forms and addenda attached hereto and incorporated herein as Exhibit "A" and with the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B".

4. The City agrees to make payment in accordance with the terms of the Invitation to Bid, Bid Forms and addenda attached hereto and incorporated herein as Exhibit "A" and with the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B".

5. This Agreement and attachments hereto constitute the entire agreement between the parties hereto, and its provisions shall not be amended, except in writing, after formal approval by both parties.

6. This Agreement will commence on _____ and expire on _____ unless Contractor is otherwise notified by the City. Any extension to this Agreement shall be in writing. The City Manager is authorized to extend or terminate this Agreement on behalf of the City.

7. In addition to any other contractual indemnification provisions in Exhibit A or Exhibit B in favor of the City, Contractor hereby agrees to indemnify and hold the City harmless from any and all claims, suits, actions, damages, causes of action, and attorney's fees, arising from any personal injury, loss of life, or damage to person or property sustained by reason of or as a result of the products or materials used or supplied in the performance of this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on this _____ day of _____, 2012.

METRO EXPRESS, INC.

CITY OF NORTH MIAMI BEACH

By: _____
(Signature)

By: _____
Lyndon L. Bonner, City Manager

Name: _____
(Print)

Date: _____

Title: _____

Attest: _____
Pamela L. Latimore, City Clerk

Date: _____

Approved as to form
and legal sufficiency

Attest: _____
Corporate Seal/Notary Public

Darcee S. Siegel, City Attorney

Corporate Seal/Notary Seal



City of North Miami Beach
17011 NE 19 Avenue
North Miami Beach, FL 33162
305-947-7581
www.citynmb.com

MEMORANDUM

 Print

TO: Mayor and City Council
FROM: Lyndon L. Bonner, City Manager
DATE: Tuesday, September 4, 2012

RE: Resolution No. R2012-69 (City Manager Lyndon L. Bonner)

BACKGROUND: On March 19, 2001, Miami-Dade County ("County") and the City of North Miami Beach ("City") entered into an agreement for the provision of water service for a thirty (30)-year term effective March 19, 2001, and the provision for the billing of sanitary sewer service charges by the City for the County for a period of ten (10) years effective October 1, 2001. The City has been administering the billing and collection of the sanitary sewage charges for the County's sanitary sewage service customers within a portion of the City's water service area. Proposed Amendment Number Two to the Agreement between the City and County requires the City to deduct and retain Seven Dollars and Sixty-Eight Cents (\$7.68) for each bill rendered as its fee for rendering this service on the County's behalf.

RECOMMENDATION: Approval is recommended.

FISCAL IMPACT:

CONTACT PERSON(S): Lyndon L. Bonner, City Manager

ATTACHMENTS:

- [Resolution No. R2012-69](#)
- [Amendment Number Two](#)

RESOLUTION NO. R2012-69

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AMENDMENT NUMBER TWO TO A CONTRACT BETWEEN THE CITY AND MIAMI-DADE COUNTY FOR THE PROVISION OF WATER SERVICE AND BILLING SERVICES FOR SANITARY SEWER SERVICE CHARGES.

WHEREAS, on March 19, 2001, Miami-Dade County ("COUNTY") and the City of North Miami Beach ("CITY") entered into an agreement for the provision of water service for a thirty (30)-year term effective March 19, 2001, and the provision for the billing of sanitary sewer service charges by the CITY for the COUNTY for a period of ten (10) years effective October 1, 2001; and

WHEREAS, the COUNTY, through its Miami-Dade Water and Sewer Department (the "Department"), operates the sanitary sewage system within a portion of the CITY's water service area; and

WHEREAS, the CITY has been administering the billing and collection of the sanitary sewage charges for the COUNTY's sanitary sewage service customers within a portion of the CITY's water service area; and

WHEREAS, the COUNTY desires and the CITY has agreed to continue to administer the billing and collection of the sanitary sewage service charges on behalf of the COUNTY; and

WHEREAS, proposed Amendment Number Two to the agreement between the CITY and COUNTY requires the CITY to deduct and retain Seven Dollars and Sixty-Eight Cents (\$7.68) for each bill rendered as its fee for rendering this service on the COUNTY'S behalf; and

RESOLUTION R2012-69

WHEREAS, Amendment Number Two for the CITY to continue the billing services for sanitary sewer service charges was presented to the Public Utilities Commission on August 15, 2012 at a public hearing and was approved unanimously by the Commission and recommended to the City Council for its approval; and

WHEREAS, the Mayor and City Council, having reviewed the proposed Amendment Number Two, believe that it is in the best interest of the citizens and residents of the CITY, as well as the customers in the CITY's water service area, to approve Amendment Number Two of the agreement between the CITY and the COUNTY for the CITY to continue billing services for sanitary sewer service charges on behalf of the COUNTY.

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of North Miami Beach, Florida that:

Section 1. The foregoing recitals are true and correct.

Section 2. The Mayor and Council of the City of North Miami Beach, Florida, hereby approve Amendment Number Two to the contract between Miami-Dade County and the City of North Miami Beach, providing for water service and billing services for sanitary sewer service charges, attached hereto as Exhibit "A".

Section 3. The City Manager is hereby authorized and directed to execute Amendment Number Two attached hereto as Exhibit "A" and to send the executed original to the Miami-Dade County Commission for its approval.

APPROVED AND ADOPTED by the City of North Miami Beach City Council at the regular meeting assembled this ____ day of _____, 2012.

ATTEST:

PAMELA L. LATIMORE
CITY CLERK

(CITY SEAL)

GEORGE VALLEJO
MAYOR

APPROVED AS TO FORM:

DARCEE S. SIEGEL
CITY ATTORNEY

SPONSORED BY: Mayor and Council

RESOLUTION R2012-69

AMENDMENT NUMBER TWO
TO CONTRACT BETWEEN
MIAMI-DADE COUNTY AND
CITY OF NORTH MIAMI BEACH, FLORIDA
PROVIDING FOR WATER SERVICE AND
BILLING SERVICES FOR SANITARY SEWER SERVICE CHARGES

THIS AMENDMENT, made and entered into this ___ day of _____, 2012, by and between Miami-Dade County, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY" and the City of North Miami Beach, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as the "CITY";

WITNESSETH:

WHEREAS, on March 19, 2001, the COUNTY and the CITY entered into an agreement for the provision of water service for a thirty (30) year term effective March 19, 2001, and the provision of billing of sanitary sewer service charges by the CITY for the COUNTY for a period of ten (10) years effective October 1, 2001, and

WHEREAS, on September 29, 2004, the COUNTY and the CITY entered into Amendment Number One to the agreement which provided for a \$400,000 credit to the CITY by the COUNTY for water improvements to be completed within the CITY, and

WHEREAS, the COUNTY, through its Miami-Dade Water and Sewer Department (the "Department"), operates the sanitary sewage system within a portion of the CITY'S water service area; and

WHEREAS, the CITY has been administering the billing and collection of the sanitary sewage charge for the COUNTY'S sanitary sewage service customers within a portion of the CITY'S water service area; and

WHEREAS, the COUNTY desires the CITY to continue to administer the billing and collection of the sanitary sewage service charges on behalf of the COUNTY, and

WHEREAS, the CITY has agreed to continue to administer the billing and collection of the sanitary sewage service charges on behalf of the COUNTY,

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements set forth herein, it is agreed:

1. Section 1.k. of the Agreement is hereby modified to read as follows:

CITY'S RESPONSIBILITY: The CITY agrees to apply sanitary sewer service charges in accordance with schedules submitted by the COUNTY to the CITY, to the COUNTY'S customers who are provided water service by the CITY and to collect said sanitary sewer charges on the CITY'S monthly or quarterly bills. The CITY agrees to bill the water and sanitary sewer charges on a single bill, each charge to be shown separately. The CITY shall not render

bills to submetered or other special need customers. Effective October 1, 2011, the CITY shall deduct and retain for its billing services seven dollars and sixty-eight cents (\$7.68) for each bill rendered which shall be adjusted annually by the Consumers Price Index (CPI), as measured by the Bureau of Labor Statistics All Urban Consumers for the preceding twelve (12) month period ending September 30 of each year. The CITY agrees to maintain adequate accounting systems and records to properly reflect the sanitary sewer service charges collected by the CITY for the COUNTY.

In addition, such special charges as lien costs or other costs not fully recovered from customers shall annually be deducted by the CITY from payments to the COUNTY. The CITY further agrees to remit such collections, less the seven dollars and sixty-eight cents (\$7.68) per bill charge, to the COUNTY within thirty (30) days of receipt of such billings. The CITY shall collect from the COUNTY's customers a deposit to insure the payment of the monthly or quarterly bills. The deposits shall be in accordance with the CITY's approved schedule and shall be held by the CITY. When applied to past due bills, all deposits shall be applied equally. Sewer deposits applied to customer accounts shall constitute cash collections and shall be remitted to the COUNTY. The CITY shall collect and remit to the COUNTY's Permitting, Environment and Regulatory Affairs Department the appropriate utility service charges for all of the COUNTY's sanitary sewer customers billed by the CITY.

The COUNTY agrees to defend, at its expense, all claims and lawsuits which are filed against the CITY as the result of collection procedures including the disconnection of any premises from the CITY's water system for the nonpayment of all or part of the sanitary sewer bill and shall indemnify and save the CITY harmless from any claims or judgments which may be entered against the CITY as the result of such collection procedures or disconnection.

The terms of Section 1.k. of this Agreement shall remain in full force and effect for an initial period of three (3) years after its date of execution with two (2) three-year options to renew this Section with the same terms. The options to renew this Section of the Agreement must be initiated by written request from the Department's Director and mutually agreed upon by the City Manager at least six (6) months prior to the expiration of this Section. Notwithstanding the above, either party may terminate this Section of the Agreement upon providing six (6) months written notice of termination to the other party.

2. Section 7 of the Agreement is hereby modified to read as follows:

NOTICES: Whenever written notice to the CITY is required, it shall be sent by Certified Mail, Return Receipt Requested, to:

North Miami Beach City Hall
17011 N.E. 19th Avenue, 4th Floor
North Miami Beach, Florida, 33162-3100
(Attention: City Manager)

Whenever written notice to the COUNTY is required, it shall be sent by Certified Mail, Return Receipt Requested to:

Miami-Dade County
Miami-Dade Water and Sewer Department

3071 S. W. 38th Avenue
Miami, Florida 33146
(Attention: Assistant Director-Finance)

3. All terms and conditions of the Agreement not specifically modified by this Amendment shall remain in full force and effect.

WITNESS WHEREOF, the parties hereto have executed these presents on the day and date first written above.

MIAMI-DADE COUNTY

ATTEST:

BY: _____
Deputy Clerk

BY: _____
County Mayor

THE CITY OF NORTH MIAMI BEACH

ATTEST:

By: _____
City Clerk

By: _____
City Manager

Approved as to form and legal
sufficiency:

Approved as to form and legal
sufficiency:

Assistant County Attorney

City Attorney of the
City of North Miami Beach, Florida



City of North Miami Beach
17011 NE 19 Avenue
North Miami Beach, FL 33162
305-947-7581
www.citynmb.com

MEMORANDUM

 Print

TO: Mayor and City Council
FROM: Darcee S. Siegel, City Attorney
DATE: Tuesday, September 4, 2012

RE: Litigation List

BACKGROUND: As of September 4, 2012.

RECOMMENDATION:

FISCAL IMPACT:

CONTACT PERSON(S): Darcee S. Siegel, City Attorney

ATTACHMENTS:

▣ [Litigation List](#)

TO: Mayor and City Council
FROM: Darcee S. Siegel, City Attorney
DATE: September 4, 2012

LITIGATION LIST

I. Civil Rights: (6)

Charles, Islande v. CNMB, Nelson Reyes
Wrongful Death

Grizzle, R. and Wilson, D. v. CNMB, Mayor George Vallejo,
Jason Williams (Aventura) and Christian Lystad (NMB)
Civil Rights Violation/False Arrest **MAYOR HAS BEEN REMOVED
FROM THE CASE.**

Joseph, Johnny v. CNMB and City of Aventura
Civil Rights Violation/False Arrest

Madura, Maryla v. CNMB, Antonio Marciante and Tony Sanchez, individually
Civil Rights Violation/False Arrest **PARTIAL SUMMARY JUDGMENT/
PARTIAL DISMISSAL/
JURY VERDICT/
JUDGMENT GRANTED IN FAVOR OF
CITY AND POLICE OFFICERS
DEFENDANTS.
PLAINTIFF HAS FILED A NOTICE
OF APPEAL.**

Smith, T. v. CNMB, Nelson Reyes (NMB), Luis Soto (NMB),
Nelson Camacho (NMB), and Castronovo Cosimo (Aventura)
Civil Rights Violation

Young, Chondria v. CNMB
Employment and Racial Discrimination

II. Personal Injury: (6)

Donato, Karen v. CNMB
Personal Injury

Garcia, Ramona v. CNMB
Personal Injury

Kassie v. CNMB
Vehicle Accident

Ordonez Rotavista v. CNMB
Vehicle Accident

Ruiz, Adriel v. CNMB
Personal Injury

Thomas v. CNMB
Personal Injury

**CITY INDEMNIFIED AND
HELD HARMLESS**

III. Other Litigation: (16)

American Pinnacle v. Susan Owens
Writ of Mandamus/Public Records

American Pinnacle v. City of North Miami Beach
Water Fees

Asset Acceptance LLC v. Pierre and CNMB
Writ of Garnishment

CACV of Colorado v. Lubin and CNMB
Writ of Garnishment

Citifinancial Services, Inc. v. Gordo and CNMB
Writ of Garnishment

Equable Ascent Financial v. Darden and CNMB
Writ of Garnishment

Fernandez v. CNMB

Employment Discrimination

Perry v. CNMB

Class Action

Leme v. CNMB and American Traffic Solutions, LLC

Ordinance No. 2007-13 "Dangerous Intersection Safety Act"
Class Action for Civil Damages

Progressive American Insurance/Weinblatt v. CNMB

Property Damage

Rosner/Zabel v. CNMB

Appeal of Code Enforcement Board Order

SMG Entertainment Inc. v. CNMB

Constitutional Violation

Symonette, Marin and McPhatter v. CNMB

Police Misconduct/Wrongful Search & Seizure

Thomas v. CNMB

Writ of Garnishment

Weinberg, Bill v. CNMB

Water Fees

Wirth v. CNMB

Writ of Replevin

IV. Forfeitures: (18)

CNMB v. Alvarado/Paul

Forfeiture

CNMB v. Central Auto Service/Fourreau/Guthrie

Forfeiture

PARTIALLY DEFAULTED

CNMB v. Cruz/Martinez/Polanco

Forfeiture

CNMB v. Espinal
Forfeiture

CNMB v. Fast Lane Auto/Rene/Rene/Walker
Forfeiture

CNMB v. Garcia, J/Figueroa/King/Sirmons/Garcia, H
Forfeiture

CNMB v. Garcia-Flores/Nieves
Forfeiture

CNMB v. Gomez
Forfeiture

CNMB v. Hunter/Hunter
Forfeiture

CNMB v. Jean/Joseph/Guthrie/Central Auto Sales
Forfeiture

CNMB v. McCray/Sims/Nealy
Forfeiture

PARTIALLY SETTLED

CNMB v. Montes-Ramirez
Forfeiture

* CNMB v. Pagan/Gordillo-Rosas
Forfeiture

CNMB v. Perez/Sosa
Forfeiture

CNMB v. Philidor, A.
Forfeiture

CNMB v. Rodriguez/Harris/Dunston
Forfeiture

CNMB v. Torres-Sena/Vargas-Luna/Jumenez
Forfeiture

CNMB v. Unknown Individual (\$587,310.00 in US Currency)
Forfeiture **DEFAULT ENTERED**

V. Mortgage Foreclosures: (203)

Ajami Carpet Company v. (McCullough, et al.)
Mortgage Foreclosure

American Airlines Federal Credit Union v. CNMB (Henriquez)
Mortgage Foreclosure

Aurora Loan Services, LLC v. CNMB (Garcia, et al.)
Mortgage Foreclosure

Aurora Loan Services, LLC v. CNMB (George)
Mortgage Foreclosure

Aurora Loan Services, LLC v. CNMB (Gomez, et al)
Mortgage Foreclosure

Aurora Loan Services, LLC v. CNMB (Hernandez)
Mortgage Foreclosure

Aurora Loan Services, LLC v. CNMB (Martinez, et al)
Mortgage Foreclosure

Aurora Loan Services, LLC v. CNMB (Perez, et al.)
Mortgage Foreclosure

Aurora Loan Services, LLC v. CNMB (Rodriguez, M., et al.)
Mortgage Foreclosure

BAC Home Loans v. CNMB (Alberto, et al.)
Mortgage Foreclosure

BAC Home Loans v. CNMB (Bonet, et al.)
Mortgage Foreclosure

BAC Home Loans v. CNMB (Berger, et al)
Mortgage Foreclosure

BAC Home Loans v. CNMB (Jacobi et al)
Mortgage Foreclosure

BAC Home Loans v. CNMB (Morales, et al)

Mortgage Foreclosure

BAC Home Loans. CNMB (Piedrahita, L. et al)
Mortgage Foreclosure

BAC Home Loans v. CNMB (Prado, et al)
Mortgage Foreclosure

BAC Home Loans v. CNMB (Sigler)
Mortgage Foreclosure

BAC Home Loans v. CNMB (Temirao, et al)
Mortgage Foreclosure

BAC Home Loans v. CNMB (Torain, et al)
Mortgage Foreclosure

BAC Home Loans v. CNMB (Torres, et al)
Mortgage Foreclosure

BAC Home Loans v. CNMB (Zephir, et al.)
Mortgage Foreclosure

Bank of America v. CNMB (Alvarez, et al)
Mortgage Foreclosure

Bank of America v. CNMB (Betancourt, et al)
Mortgage Foreclosure

Bank of America v. CNMB (Britton, et al)
Mortgage Foreclosure

Bank of America v. CNMB (Failer, et al)
Mortgage Foreclosure

Bank of America v. CNMB (Failer, et al)
Mortgage Foreclosure

Bank of America v. CNMB (Feliu)
Mortgage Foreclosure

Bank of America v. CNMB (Gonzalez, et al.)
Mortgage Foreclosure

Bank of America v. CNMB (Hernandez, et al.)

Mortgage Foreclosure

Bank of America v. CNMB (Jean-Pierre, et al.)
Mortgage Foreclosure

Bank of America v. CNMB (Miller, et al.)
Mortgage Foreclosure

Bank of America v. CNMB (Pasmanter, et al)
Mortgage Foreclosure

Bank of America v. CNMB (Peck, et al)
Mortgage Foreclosure

Bank of New York v. CNMB (Blaustein, et al)
Mortgage Foreclosure

Bank of New York v. CNMB (Clancy, et al)
Mortgage Foreclosure

Bank of New York v. CNMB (Fiallo, et al)
Mortgage Foreclosure

Bank of New York v. CNMB (Lauriston et al)
Mortgage Foreclosure

Bank of New York v. CNMB (Le)
Mortgage Foreclosure

Bank of New York v. CNMB (Mellian, et al)
Mortgage Foreclosure

Bank of New York v. CNMB (Pierre/Calixte, et al)
Mortgage Foreclosure

Bank of New York v. CNMB (Pissinis, et al.)
Mortgage Foreclosure

Bank of New York v. CNMB (Valdes et al)
Mortgage Foreclosure

Bank United v. CNMB (Debe, et al.)
Mortgage Foreclosure

Baron, Marylin S., et al v. CNMB (Campbell, et al)

Mortgage Foreclosure

Beach Club Villas Condominium v. CNMB (Letizia)

Mortgage Foreclosure

Beachwalk Properties, LLC v. CNMB (Oceanic Development, et al)

Mortgage Foreclosure

Bayview Loan v. CNMB (Thomas)

Mortgage Foreclosure

Beal Bank v. CNMB (Ramos, et al.)

Mortgage Foreclosure

Bejarano, Antonio v. CNMB (Lightsey, et al.)

Quiet Title

Chase Home Finance LLC v. CNMB (Cohen, et al)

Mortgage Foreclosure

Chase Home Finance LLC v. CNMB (Marc, et al)

Mortgage Foreclosure

Chase Home Finance, LLC v. CNMB (Panunzio, et al)

Mortgage Foreclosure

Chase Home Finance, LLC. V. CNMB (Rene et al)

Mortgage Foreclosure

Chase Home Finance LLC v. CNMB (Santiago et al)

Mortgage Foreclosure

Citibank, N.A. v. CNMB (Anglade, et al)

Mortgage Foreclosure

Citibank,N.A. v. CNMB (Austin)

Mortgage Foreclosure

Citibank, N.A. v. CNMB (Boakye, et al)

Mortgage Foreclosure

Citifinancial Equity Services, Inc. v. CNMB (Morales)

Mortgage Foreclosure

Citimortgage v. CNMB (Bilgoray)

Mortgage Foreclosure

Citimortgage v. CNMB (La Fond, et al.)

Mortgage Foreclosure

Citimortgage v. CNMB (Garces), et al.)

Mortgage Foreclosure

Citimortgage v. CNMB (Hernandez, et al.)

Mortgage Foreclosure

Citimortgage v. CNMB (Pena et al)

Mortgage Foreclosure

Citimortgage v. CNMB (Rudnick et al)

Mortgage Foreclosure

Citimortgage v. CNMB (Rivaroli, et al)

Mortgage Foreclosure

City of Miami Gardens v. CNMB (Beckford, et al)

Action to Quiet Title

Cong Vo v. CNMB (Perroti, Miranda)

Action to Quiet Title

Consumers Alliance Corp. v. CNMB (Haronda Realty)

Action to Quiet Title

Credit Based Asset Servicing v. CNMB (Rojas, et al)

Mortgage Foreclosure

Deutsche Bank National v. CNMB (Bennette, et al)

Mortgage Foreclosure

Deutsche Bank National v. CNMB (Castaneda)

Mortgage Foreclosure

Deutsche Bank National v. CNMB (Daniels)

Mortgage Foreclosure

Deutsche Bank National v. CNMB (Evans, et al.)

Mortgage Foreclosure

Deutsche Bank National v. CNMB (James, et al.)

Mortgage Foreclosure

Deutsche Bank National v. CNMB (Jimenez, L., et al)
Mortgage Foreclosure

Deutsche Bank National v. CNMB (Jonace, et al.)
Mortgage Foreclosure

Deutsche Bank National v. CNMB (Lobo, et al.)
Mortgage Foreclosure

Deutsche Bank Trust v. CNMB (Marks-Williams)
Mortgage Foreclosure

Deutsche Bank National v. CNMB (Martinez, et al.)
Mortgage Foreclosure

Deutsche Bank National v. CNMB (McCullough)
Mortgage Foreclosure

Deutsche Bank National v. CNMB (Nascimento)
Mortgage Foreclosure

Deutsche Bank National v. CNMB (Phillips)
Mortgage Foreclosure

Deutsche Bank National v. CNMB (Rodriguez)
Mortgage Foreclosure

Deutsche Bank National v. CNMB (Sanchez)
Mortgage Foreclosure

Deutsche Bank National v. CNMB (Saint-Jean, et al)
Mortgage Foreclosure

Deutsche Bank National v. CNMB (Voltaire, et al)
Mortgage Foreclosure

Deutsche Bank National v. CNMB (Zaso, et al.)
Mortgage Foreclosure

Deutsche Bank National v. CNMB (Bennette, et al)
Mortgage Foreclosure

Doured, LLC v. CNMB (Steele, et al)

Quiet Title

DYC, LLC v. CNMB (Macala, LLC, et al)

Mortgage Foreclosure

Eastern Shores White House Association v. CNMB (Donoso)

Mortgage Foreclosure

Eastern Shores White House Association v. CNMB (Grimany)

Mortgage Foreclosure

Emmer, Bradford, Trustee v. CNMB (Weston, et al.)

Mortgage Foreclosure

Fanny Mae v. CNMB (Van Wyk, et al.)

Mortgage Foreclosure

Federal National v. CNMB (Arceneaux, et al)

Mortgage Foreclosure

Federal National v. CNMB (Fernandez, et al.)

Mortgage Foreclosure

* Federal National v. CNMB (Guzman, et al)

Mortgage Foreclosure

Federal National v. CNMB (Ledesma, et al.)

Mortgage Foreclosure

FirstBank Puerto Rico v. CNMB (Perez, et al.)

Mortgage Foreclosure

Flagstar Bank v. CNMB (Celiny, et al.)

Mortgage Foreclosure

Flagstar Bank v. CNMB (Cox, et al)

Mortgage Foreclosure

Flagstar Bank v. CNMB (Pena)

Mortgage Foreclosure

Flagstar Bank v. CNMB (Starlight Investments)

Mortgage Foreclosure

Flagstar Bank v. CNMB (Haronda Realty)

Mortgage Foreclosure

Floridian Arms, Inc. v CNMB (Merino)
Mortgage Foreclosure

Fiserv ISS & Co., vs. CNMB (Estime)
Mortgage Foreclosure

FNBN I, LLC v. CNMB (Gomez, et al)
Mortgage Foreclosure

GGH48, LLC v. CNMB (Louis, et al)
Mortgage Foreclosure

GGH48, LLC v. CNMB (Levy, et al)
Mortgage Foreclosure

Global Trust v. CNMB (Roth)
Mortgage Foreclosure

Golden Beach (Town of) v. CNMB (Goodman, et al)
Mortgage Foreclosure

Great Florida Bank v. CNMB (Miranda, et al)
Mortgage Foreclosure

Great Florida Bank v. CNMB (Miranda, et al)
Mortgage Foreclosure

Green Tree Servicing, LLC v. CNMB (Jesurum, et al)
Mortgage Foreclosure

HSBC Bank v. CNMB (Jones-Clark, et al.)
Mortgage Foreclosure

HSBC Bank v. CNMB (Miller, et al.)
Mortgage Foreclosure

HSBC Bank, N.A. v. CNMB (Seepersad)
Mortgage Foreclosure

HSBC Bank v. CNMB (Vidal, et al)
Mortgage Foreclosure

HSBC Bank v. CNMB (Ward, et al)

Mortgage Foreclosure

Indymac Federal Bank v. CNMB (Hernandez, et al)

Mortgage Foreclosure

James B. Nutter & Co v. CNMB (Drayton Davis, et al)

Mortgage Foreclosure

JP Morgan v. CNMB (Arroyo, et al.)

Mortgage Foreclosure

JP Morgan v. CNMB (Caceres, et al)

Mortgage Foreclosure

JP Morgan v. CNMB (Carlos)

Mortgage Foreclosure

JP Morgan v. CNMB (Garcia, Ramon et al)

Mortgage Foreclosure

JP Morgan v. CNMB (Garcia)

Mortgage Foreclosure

JP Morgan v. CNMB (Lopez, et al)

Mortgage Foreclosure

JP Morgan v. CNMB (Monsalve, et al.)

Mortgage Foreclosure

JP Morgan v. CNMB (Perez, et al)

Mortgage Foreclosure

JP Morgan v. CNMB (Quang Do, et al)

Mortgage Foreclosure

JP Morgan v. CNMB (Villanustre)

Mortgage Foreclosure

Juelle, Perla v. CNMB (Rodriguez, et al.)

Mortgage Foreclosure

Kondaaur Capital Corp v. CNMB (Rodarte, et al)

Mortgage Foreclosure

Lago Mar Ventures v. CNMB (Oliver)

Mortgage Foreclosure

Metro Bank v. CNMB (Macala, LLC)

Mortgage Foreclosure

Miami-Dade County v. CNMB (Morrobel)

Mortgage Foreclosure

Midfirst Bank v. CNMB (Wolosz, et al.)

Mortgage Foreclosure

Nationstar Mortgage, LLC v. CNMB (Gonzalez et al)

Mortgage Foreclosure

Navy Federal Credit Union v. CNMB (D'Onofrio)

Mortgage Foreclosure

New York Community Bank v CNMB (Lazerson)

Mortgage Foreclosure

Ocean Bank v. CNMB (Perez, et al)

Mortgage Foreclosure

OneWest Bank v. CNMB (Allen, Deceased, et al.)

Mortgage Foreclosure

OneWest Bank v. CNMB (Gutierrez)

Mortgage Foreclosure

OneWest Bank v. CNMB (Howard, et al.)

Mortgage Foreclosure

OneWest Bank v. CNMB (Lopez)

Mortgage Foreclosure

OneWest Bank v. CNMB (McCullough)

Mortgage Foreclosure

OneWest Bank v. CNMB (Rodriguez, et al)

Mortgage Foreclosure

OneWest Bank v. CNMB (Rodriguez, A. et al)

Mortgage Foreclosure

OneWest Bank v. CNMB (Ward, et al.)

Mortgage Foreclosure

OneWest Bank v. CNMB (Wright, et al)

Mortgage Foreclosure

Owen Federal Bank v. CNMB (Bain)

Mortgage Foreclosure

Pennymac Corp v. CNMB (Iglesias)

Mortgage Foreclosure

PHH Mortgage v. CNMB (Martinez, et al)

Mortgage Foreclosure

PNC Mortgage v. CNMB (Ordonez/Child, et al.)

Mortgage Foreclosure

Roth v. CNMB (Miller, et al)

Mortgage Foreclosure

Shoreland Estates Condominium v. CNMB (Zalezhnew, et al.)

Condominium Association Lien foreclosure

SunTrust Mortgage v. CNMB (Del Pilar, et al.)

Mortgage Foreclosure

SunTrust Mortgage v. CNMB (Solomon, et al.)

Mortgage Foreclosure

TBOM Mortgage Holding, LLC v. CNMB (Robiou, et al.)

Mortgage Foreclosure

The Bank of New York Mellon v. CNMB (Jones, et al.)

Mortgage Foreclosure

The Bank of New York Mellon v. CNMB (Riderelli, et al)

Mortgage Foreclosure

Three Seasons Association v. CNMB (Cleary, et al.)

Mortgage Foreclosure

Transatlantic Bank v. CNMB (and/or Expressway Corp., et al.)

Mortgage Foreclosure

Transouth Mortgage Corp v. CNMB (Mozell)

Mortgage Foreclosure

Trust Real Estate v. CNMB (Hegedus, et al.)

Mortgage Foreclosure

U.S. Bank N.A. v. CNMB (Collado)

Mortgage Foreclosure

U.S. Bank N.A. v. CNMB (Gonzalez, et al)

Mortgage Foreclosure

U.S. Bank N.A. v. CNMB (Gonzalez, J., et al.)

Mortgage Foreclosure

U.S. Bank NA v. CNMB (Joseph, et al.)

Mortgage Foreclosure

U.S. Bank NA v. CNMB (Marin)

Mortgage Foreclosure

U.S. Bank NA v. CNMB (Martinez)

Mortgage Foreclosure

U.S. Bank NA v. CNMB (Mathieu, et al)

Mortgage Foreclosure

U.S. Bank NA v. CNMB (Mendez)

Mortgage Foreclosure

U.S. Bank NA v. CNMB (Miller, et al)

Mortgage Foreclosure

U.S. Bank NA v. CNMB (Otero)

Mortgage Foreclosure

U.S. Bank NA v. CNMB (Morcillo)

Mortgage Foreclosure

U.S. Bank NA v. CNMB (Robinson, et al)

Mortgage Foreclosure

U.S. Bank NA v. CNMB (Rodriguez, et al)

Mortgage Foreclosure

U.S. Bank NA v. CNMB (Rodriguez, Maria A., et al).

Mortgage Foreclosure

U.S. Bank NA v. CNMB (Rosenberg)
Mortgage Foreclosure

U.S. Bank NA v. CNMB (Rubi), et al.
Mortgage Foreclosure

U.S. Bank NA v. CNMB (Serrano, et al)
Mortgage Foreclosure

U.S. Bank NA v. CNMB (Suarez, et al.)
Mortgage Foreclosure

U.S. Bank NA v. CNMB (Torres, et al.)
Mortgage Foreclosure

U.S. Century Bank v. CNMB (Martinez, et al.)
Mortgage Foreclosure

Vericrest Financial, Inc. v. CNMB (Palmer/ Webb Estate)
Mortgage Foreclosure

Wachovia Bank v. CNMB (Martinez)
Mortgage Foreclosure

Washington Mutual Bank, F.A. v. CNMB, Sandra T. Porter, et al
Mortgage Foreclosure

Wells Fargo Bank N.A. v. CNMB (Amador)
Mortgage Foreclosure

Wells Fargo Bank, N.A. v. CNMB (Campos, et al.)
Mortgage Foreclosure

Wells Fargo Bank N.A. v. CNMB (Clozeille)
Mortgage Foreclosure

Wells Fargo Bank, N.A. v. CNMB (Fil-Aimee)
Mortgage Foreclosure

Wells Fargo Bank, N.A. v. CNMB (Frye)
Mortgage Foreclosure

Wells Fargo Bank, N.A. v. CNMB (Garcia)

Mortgage Foreclosure

Wells Fargo Bank, N.A. v. CNMB (Gonzalez)
Mortgage Foreclosure

Wells Fargo Bank, N.A. v. CNMB (Hernandez, et al)
Mortgage Foreclosure

Wells Fargo Bank v. CNMB (Lopez, et al)
Mortgage Foreclosure

Wells Fargo Bank v. CNMB (Marcaisse, et al)
Mortgage Foreclosure

Wells Fargo Bank v. CNMB (Mendez, et al)
Mortgage Foreclosure

Wells Fargo Bank v. CNMB (Parish, et al.)
Mortgage Foreclosure

* Wells Fargo v. CNMB (Peralta, et al)
Mortgage Foreclosure

Wells Fargo v. CNMB (Roberts)
Mortgage Foreclosure

Wells Fargo Bank, N.A. v. CNMB (Zamora, et al.)
Mortgage Foreclosure

VI. Bankruptcies:

17315 Collins Avenue, LLC, dba Sole on the Ocean, dba Alba Mare
Adeleke, Mary M.

American LaFrance LLC

American Home Mortgage Holdings

Barros, Carlos D (Fogovivo North Miami)

Blockbuster

Bronstein, Joseph (Judaica Enterprises, Inc.)

Cadet, Jean & Marie
Carcamo, Ana Maritza
Carl's Furniture, Inc.
Casa Bonita Garden, LLC
Contract Research Solutions, Inc. (dba Allied Research)
Cimax USA, LLC
Curbelo, Federico
Duarte, Robert
Drummond, Errol
Filene's Basement, Inc.
Greater Miami Neighborhoods, Inc.
Henao, Luz Stella
Idowu, Linda Eneas
Innovida Group
Jennifer Convertibles
Kazi Foods of Florida, Inc.
K&S Foods LLC
Lauriston, Charles
McCarthy, Colleen
Office 2020, LLC
Pardo, Peter
Phelan, Michael
Ravazzani, Robert
Reed, Raymond
Residential Capital, LLC
Rife, Joseph Alan
Russel Harold
Sandy Segall
Siahaya, Jermias
South Pointe Family and Children Center

Saint-Fart, Lucner & Bernice

United Retail Group, Inc.

Vartec Telecom, Inc.

Vitro America

***New Cases**



City of North Miami Beach
17011 NE 19 Avenue
North Miami Beach, FL 33162
305-947-7581
www.citynmb.com

MEMORANDUM

 **Print**

TO: Mayor and City Council
FROM: Councilwoman Phyllis S. Smith
DATE: Tuesday, September 4, 2012

RE: Ordinance No. 2012-22 - First Reading by Title Only (City Attorney Darcee S. Siegel)

BACKGROUND: The Mayor and City Council of the City of North Miami Beach believe that because the issuance of business tax receipts for extended hours of 2:00 a.m. - 4:00 a.m. is an extraordinary measure, that license should be determined by the City's governing body and not by the City Manager. The Mayor and City Council believe that it is in the best interest of the City of North Miami Beach to require that all businesses in the City desirous of an extended hours business tax receipt should obtain such only after approval by the City Council.

RECOMMENDATION: Approval is recommended.

FISCAL IMPACT:

CONTACT PERSON(S): Councilwoman Phyllis S. Smith
Darcee S. Siegel, City Attorney

ATTACHMENTS:

- [Ordinance No. 2012-22](#)

ORDINANCE NO. 2012-22

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH AMENDING SECTION 12-2.2b.2 OF THE CODE OF ORDINANCES BY REQUIRING A 2:00 A.M. TO 4:00 A.M. EXTENDED HOURS BUSINESS TAX RECEIPT TO BE ISSUED AND REVOKED BY THE CITY COUNCIL, NOT BY THE CITY MANAGER; PROVIDING FOR THE REPEAL OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE CODIFICATION OF THIS ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Mayor and City Council of the City of North Miami Beach believe that because the issuance of business tax receipts for extended hours of 2:00 a.m. - 4:00 a.m. is an extraordinary measure, that license should be determined by the City's governing body and not by the City Manager; and

WHEREAS, as evidenced by the 3,359 businesses in the City of North Miami Beach, currently only ten (10) businesses in the City have business tax receipts for extended hours of 2:00 a.m. - 4:00 a.m.; and

WHEREAS, such important issues should be decided by the City Council at a public meeting; and

WHEREAS, the Mayor and City Council believe that it is in the best interest of the City of North Miami Beach to require that all businesses in the City desirous of an extended hours business tax receipt should obtain such only after approval by the City Council.

NOW, THEREFORE,

BE IT ORDAINED by the City Council of the City of North Miami Beach, Florida that:

ORDINANCE NO. 2012-22

Section 1. The foregoing recitals are true and correct.

Section 2. Section 12-2.2b.2 of Chapter XII of the Code of Ordinances of the City of North Miami Beach is hereby amended as follows:

**Section 12-2.2 Permitted Days and Hours of Sale - Sunday Restrictions;
Hotels and Nightclubs.**

No distributor or vendor of alcoholic beverages shall sell, serve, offer to sell, allow to be consumed or deliver any alcoholic beverages to any person:

b.2. The business tax receipt to extend hours from 2:00 a.m. to 4:00 a.m. shall be issued upon approval by the City Manager ~~or his designee~~ Council. Any decision of the City Manager ~~or his designee~~ Council is appealable to ~~the Mayor and City Council~~ a court of competent jurisdiction. The City Manager ~~or his designee~~ Council may revoke the extended hours business tax receipt if it is determined that the establishment is operating in a manner which is harmful to public health, safety or welfare.

Section 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 4. If any section, subsection, clause or provision of this ordinance is held invalid the remainder shall not be affected by such invalidity.

Section 5. It is the intention of the City Council of the City of North Miami Beach and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of North Miami Beach, Florida. The Sections of this Ordinance may be renumbered or relettered to accomplish this intention and the word "Ordinance" may be changed to "Section", "Article" or other appropriate word as the codifier may deem fit.

APPROVED BY TITLE ONLY on first reading this ___ day of September, 2012.

APPROVED AND ADOPTED on second reading this ___ day of _____, 2012.

ATTEST:

PAMELA L. LATIMORE
CITY CLERK
(CITY SEAL)

GEORGE VALLEJO
MAYOR

APPROVED AS TO FORM

DARCEE S. SIEGEL
CITY ATTORNEY

Sponsored by: Councilwoman Phyllis S. Smith
Mayor and City Council

ORDINANCE NO. 2012-22



City of North Miami Beach
17011 NE 19 Avenue
North Miami Beach, FL 33162
305-947-7581
www.citynmb.com

MEMORANDUM

 Print

TO: Mayor and City Council
FROM: Councilwoman Phyllis S. Smith
DATE: Tuesday, September 4, 2012

RE: Ordinance No. 2012-23 - First Reading by Title Only (City Attorney Darcee S.Siegel)

BACKGROUND: Differences between the City of North Miami Beach and other municipalities within Miami-Dade County regarding hours of operation have caused concern for some citizens. North Miami Beach is the only City wherein establishments dealing in alcoholic beverages along with adult entertainment establishments are open for business until 6:00 a.m. The Mayor and City Council believe that it is in the best interest of their citizens and the entire community to limit all businesses in the City to operate until 4:30 a.m. only.

RECOMMENDATION: Approval is recommended.

FISCAL IMPACT:

CONTACT PERSON(S): Councilwoman Phyllis S. Smith
Darcee S. Siegel, City Attorney

ATTACHMENTS:

- [Ordinance No. 2012-23](#)

ORDINANCE NO. 2012-23

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH AMENDING SECTION 12-2.2b.2 OF THE CODE OF ORDINANCES BY REQUIRING A 2:00 A.M. TO 4:00 A.M. EXTENDED HOURS BUSINESS TAX RECEIPT TO BE EXTENDED TO 4:30 A.M.; BY DELETING SECTION 12-2.2c.1; AMENDING SECTION 12-3.3e BY DELETING THE 4:00 A.M. TO 6:00 A.M. EXTENDED HOURS OF BUSINESS; AND AMENDING SECTION 13-52 OF THE ADULT ENTERTAINMENT CODE TO PROVIDE FOR THE ISSUANCE OF THE EXTENDED BUSINESS TAX RECEIPT FROM 2:00 A.M. TO 4:30 A.M.; PROVIDING FOR THE REPEAL OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE CODIFICATION OF THIS ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, differences between the City of North Miami Beach ("City") and other municipalities within Miami-Dade County ("County") regarding hours of operation have caused concern for some citizens; and

WHEREAS, after surveying many municipalities in Miami-Dade County, it appears that it is rare and unusual for any adult entertainment establishment within the County to stay open past 4:00 a.m.; and

WHEREAS, since the adult entertainment establishments in the City currently close at 6:00 a.m., North Miami Beach has become a haven for businesses seeking extended hours of operation; and

WHEREAS, North Miami Beach is the only City wherein establishments dealing in alcoholic beverages along with adult entertainment establishments are open for business until 6:00 a.m.; and

ORDINANCE NO. 2012-23

WHEREAS, with school starting earlier in recent years, school children on their way to school should not have to be subjected to patrons leaving establishments which serve alcoholic beverages; and

WHEREAS, there is no legitimate reason or compelling state interest to allow establishments serving alcoholic beverages or adult entertainment establishments to remain open past 4:30 a.m.; and

WHEREAS, the Mayor and City Council believe that it is in the best interest of their citizens and the entire community to limit all businesses in the City to operate until 4:30 a.m. only.

NOW, THEREFORE,

BE IT ORDAINED by the City Council of the City of North Miami Beach, Florida that:

Section 1. The foregoing recitals are true and correct.

Section 2. Section 12-2.2b.2 of Chapter XII of the Code of Ordinances of the City of North Miami Beach is hereby amended as follows:

**Section 12-2.2 Permitted Days and Hours of Sale - Sunday Restrictions;
Hotels and Nightclubs.**

No distributor or vendor of alcoholic beverages shall sell, serve, offer to sell, allow to be consumed or deliver any alcoholic beverages to any person:

b.2. The business tax receipt to extend hours from 2:00 a.m. to ~~4:00~~ 4:30 a.m. shall be issued upon approval by the City Manager or his designee. Any decision of the City Manager or his designee is appealable to the Mayor and City Council. The City Manager or his designee may revoke the extended hours business tax receipt if it is determined that the establishment is operating in a manner which is harmful to the public health, safety or welfare.

Section 3. Section 12-2.2c.1 of Chapter XII of the Code of Ordinances is hereby deleted in its entirety as follows:

~~c.1. — Upon application by a holder of a business tax receipt for a business tax receipt to further extend hours, and after an investigation and report by the Chief of Police to the City Council, the City Council shall have the authority, in its discretion, to further extend the hours of a distributor or vendor of alcoholic beverages from 4:00 a.m. to 6:00 a.m.~~

Section 4. Section 12-3.3e of Chapter XII of the Code of Ordinances is hereby amended as follows:

e. Adult entertainment establishments shall pay an annual investigative/regulatory fee of ten thousand (\$10,000.00) dollars in addition to the extended business tax receipt fees established herein for distributing and/or vending alcoholic beverages from 2:00 a.m. to 4:00 4:30 a.m. ~~and from 4:00 a.m. to 6:00 a.m.~~ and other applicable regulatory and business tax receipt fees provided by the City Code.

Section 5. Section 13-52 of Chapter XIII of the Code of Ordinances is hereby amended as follows:

15-52 HOURS OF OPERATION.

a. It shall be unlawful for any operator of an adult entertainment establishment to allow such establishment to remain open for business, or to permit any employee to engage in a performance, solicit a performance, make a sale, solicit a sale, provide a service, or solicit a service, between the hours of 2:00 a.m. and 9:00 a.m. of any particular day.

b. It shall be unlawful for any employee of an adult entertainment establishment to engage in performance, solicit a performance, make a sale, solicit a sale, provide a service, or solicit service, between the hours of 2:00 a.m. and 9:00 a.m. of any particular day.

c. However, notwithstanding the provisions outlined in Sections (a) and (b) above, an adult entertainment establishment may obtain a business tax receipt to extend its hours from 2:00

a.m. to 4:30 a.m. in accordance with Sections 12-2.2b.2 and 12-2.3e of the City's Code of Ordinances.

Section 6. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 7. If any section, subsection, clause or provision of this Ordinance is held invalid the remainder shall not be affected by such invalidity.

Section 8. It is the intention of the City Council of the City of North Miami Beach and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of North Miami Beach, Florida. The Sections of this Ordinance may be renumbered or relettered to accomplish this intention and the word "Ordinance" may be changed to "Section", "Article" or other appropriate word as the codifier may deem fit.

APPROVED BY TITLE ONLY on first reading this ___ day of September, 2012.

APPROVED AND ADOPTED on second reading this ___ day of _____, 2012.

ATTEST:

PAMELA L. LATIMORE
CITY CLERK
(CITY SEAL)

GEORGE VALLEJO
MAYOR

APPROVED AS TO FORM

DARCEE S. SIEGEL
CITY ATTORNEY

Sponsored by: Councilwoman Phyllis S. Smith
Mayor and City Council

ORDINANCE NO. 2012-23



City of North Miami Beach
17011 NE 19 Avenue
North Miami Beach, FL 33162
305-947-7581
www.citynmb.com

MEMORANDUM

 **Print**

TO: Mayor and City Council
FROM: Councilman Philippe Derosé
DATE: Tuesday, September 4, 2012

RE: Ordinance No. 2012-24 - First Reading by Title Only (City Attorney Darcee S. Siegel)

BACKGROUND: Differences between the City of North Miami Beach and other municipalities within Miami-Dade County regarding extended hours of operation have caused concern for some citizens. North Miami Beach is the only City wherein establishments dealing with alcoholic beverages are open for business until 6:00 a.m. The Mayor and City Council believe that it is in the best interest of their citizens and the entire community to limit all businesses in the City to operate until 5:00 a.m. only.

RECOMMENDATION: Approval is recommended.

FISCAL IMPACT:

CONTACT PERSON(S): Councilman Philippe Derosé
Darcee S. Siegel, City Attorney

ATTACHMENTS:

▣ [Ordinance No. 2012-24](#)

ORDINANCE NO. 2012-24

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH AMENDING SECTIONS 12-2.2c.1 AND 12-3.3e BY AMENDING THE 4:00 A.M. TO 6:00 A.M. EXTENDED HOURS OF BUSINESS TO 5:00 A.M.; AND AMENDING SECTION 13-52 OF THE ADULT ENTERTAINMENT CODE TO PROVIDE FOR THE ISSUANCE OF THE EXTENDED BUSINESS TAX RECEIPT FROM 2:00 A.M. TO 4:00 A.M. AND FROM 4:00 A.M. TO 5:00 A.M.; PROVIDING FOR THE REPEAL OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE CODIFICATION OF THIS ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, differences between the City of North Miami Beach and other municipalities within Miami-Dade County regarding extended hours of operation have caused concern for some citizens; and

WHEREAS, after surveying many municipalities in Miami-Dade County, it appears that most if not all of the adult entertainment establishments within the County stop serving alcohol at 4:50 a.m. and close at 5:00 a.m. at the latest, and none are open until 6:00 a.m.; and

WHEREAS, since the adult entertainment establishments in the City currently close at 6:00 a.m., North Miami Beach has become a haven for businesses seeking extended hours of operation; and

WHEREAS, North Miami Beach is the only City wherein establishments dealing in alcoholic beverages are open for business until 6:00 a.m.; and

WHEREAS, with school starting earlier in recent years, school children on their way to school should not have to be subjected to patrons leaving establishments which serve alcoholic beverages; and

WHEREAS, there is no legitimate reason or compelling state interest to allow establishments serving alcoholic beverages to remain open past 5:00 a.m.; and

WHEREAS, the Mayor and City Council believe that it is in the best interest of their citizens and the entire community to limit all businesses in the City to operate until 5:00 a.m. only.

NOW, THEREFORE,

BE IT ORDAINED by the City Council of the City of North Miami Beach, Florida that:

Section 1. The foregoing recitals are true and correct.

Section 2. Section 12-2.2c.1 of Chapter XII of the Code of Ordinances is hereby amended as follows:

c.1. Upon application by a holder of a business tax receipt for a business tax receipt to further extend hours, and after an investigation and report by the Chief of Police to the City Council, the City Council shall have the authority, in its discretion, to further extend the hours of a distributor or vendor of alcoholic beverages from 4:00 a.m. to ~~6:00~~ 5:00 a.m. The issuance of the business tax receipt for the extension of hours from 2:0 a.m. to 4:00 a.m. shall be obtained prior to applying for a business tax receipt to extend hours from 4:00 a.m. to 5:00 a.m.

Section 3. Section 12-3.3e of Chapter XII of the Code of Ordinances is hereby amended as follows:

e. Adult entertainment establishments shall pay an annual investigative/regulatory fee of ten thousand (\$10,000.00) dollars in addition to the extended business tax receipt fees established herein for distributing and/or vending alcoholic beverages from 2:00 a.m. to 4:00 a.m. and from 4:00 a.m. to ~~6:00 a.m.~~ 5:00 a.m.

and other applicable regulatory and business tax receipt fees provided by the City Code.

Section 4. Section 13-52 of Chapter XIII of the Code of Ordinances is hereby amended as follows:

15-52 HOURS OF OPERATION.

a. It shall be unlawful for any operator of an adult entertainment establishment to allow such establishment to remain open for business, or to permit any employee to engage in a performance, solicit a performance, make a sale, solicit a sale, provide a service, or solicit a service, between the hours of 2:00 a.m. and 9:00 a.m. of any particular day.

b. It shall be unlawful for any employee of an adult entertainment establishment to engage in performance, solicit a performance, make a sale, solicit a sale, provide a service, or solicit service, between the hours of 2:00 a.m. and 9:00 a.m. of any particular day.

c. However, notwithstanding the provisions outlined in Sections (a) and (b) above, an adult entertainment establishment may obtain a business tax receipt to extend its hours from 2:00 a.m. to 4:00 a.m. and from 4:00 a.m. to 5:00 a.m. in accordance with Sections 17-2.2b.2 and 12-2.3e of the City's Code of Ordinances.

Section 5. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 6. If any section, subsection, clause or provision of this Ordinance is held invalid the remainder shall not be affected by such invalidity.

Section 7. It is the intention of the City Council of the City of North Miami Beach and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of North Miami Beach, Florida. The Sections of this Ordinance may be renumbered or relettered to accomplish this intention and the word “Ordinance” may be changed to “Section”, “Article” or other appropriate word as the codifier may deem fit.

APPROVED BY TITLE ONLY on first reading this ___ day of September, 2012.

APPROVED AND ADOPTED on second reading this ___ day of _____, 2012.

ATTEST:

PAMELA L. LATIMORE
CITY CLERK
(CITY SEAL)

GEORGE VALLEJO
MAYOR

APPROVED AS TO FORM

DARCEE S. SIEGEL
CITY ATTORNEY

Sponsored by: Councilman Philippe Derose
Mayor and City Council



City of North Miami Beach
17011 NE 19 Avenue
North Miami Beach, FL 33162
305-947-7581
www.citynmb.com

MEMORANDUM

 Print

TO: Mayor and City Council

FROM: Lyndon L. Bonner, City Manager

DATE: Tuesday, September 4, 2012

RE: Ordinance No. 2012-9 - Second and Final Reading (City Planner Christopher Heid)

BACKGROUND: The applicant, Braha-Dixie, LLC., is requesting to have a 1887,179 square foot (4.32 acre) parcel of land at 17400 West Dixie Highway rezoned from RM-23, Residential Mid-Rise Multifamily (High Density) District and CF, Community Facility to B-2, General Business District.

RECOMMENDATION: Approval.

FISCAL IMPACT: None.

CONTACT PERSON(S): Shari Kamali, Director of Public Services
Christopher Heid, City Planner

ATTACHMENTS:

- ❑ [Staff Report](#)
- ❑ [P&Z Minutes - October 17, 2011](#)
- ❑ [Ordinance 2012-9](#)
- ❑ [Exhibit A](#)
- ❑ [Exhibit B](#)
- ❑ [Legal Description of Property](#)



City of North Miami Beach, Florida
COMMUNITY DEVELOPMENT DEPARTMENT

STAFF REPORT

CITY COUNCIL MEETING

TUESDAY, MARCH 20, 2012

ITEM # 11-509	FUTURE LAND USE MAP AMENDMENT & REZONING
OWNER OF PROPERTY	BRAHA-DIXIE, LLC.
ADDRESS OF PROPERTY	17400 WEST DIXIE HIGHWAY
LEGAL DESCRIPTION	LOTS 1, 2, 3, 4, & 5, LEADER SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 82 AT PAGE 17 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.
EXISTING ZONING	RM-23, RESIDENTIAL MID-RISE MULTIFAMILY (HIGH DENSITY) DISTRICT & CF, COMMUNITY FACILITY
EXISTING LAND USE	VACANT
FUTURE LAND USE DESIGNATION	RESIDENTIAL HIGH DENSITY

The applicant, Braha-Dixie, LLC., requests a Future Land Use Map amendment and rezoning for a 188,179 square foot (4.32 acre) parcel of land at 17400 West Dixie Highway

Land use changes and rezoning requested are as follows.

1. Request Future Land Use map amendment to re-designate the property from a Future Land Use designation of Residential High Density to Business.
2. Request rezoning from RM-23, Residential Mid-Rise Multifamily (High Density) District and CF, Community Facility to B-2, General Business District.

ZONING

The northern portion of the subject property is zoned CF, Community Facility. The southern portion of the property, as well as the property to the west, is zoned RM-23, Residential Mid-Rise Multifamily (High Density). The properties to the south and to the west, across the FEC

Rail Road, are zoned B-2, General Business. The property to the north, Greynolds Park, is located in Unincorporated Miami-Dade County. (See attached Exhibit #1 for a Zoning Map of the subject property).

EXISTING LAND USE

The subject property is currently vacant. To the west is multi-family residential. To the south is retail and service establishments. To the east is the FEC Rail Road and to the north is Greynolds Park, located in Unincorporated Miami-Dade County. (See attached exhibit #2 for a Land Use Map of the subject property).

FUTURE LAND USE

The subject property, as well as the properties to the west, has a future land use designation of Residential High Density. The properties to the south and east, across the FEC Rail Road, have a future land use designation of Business. The property to the north is located in Unincorporated Miami-Dade County. (See attached exhibit #3 for a Future Land Use Map of the subject property.)

THE SITE

The subject property is irregularly shaped with approximately 422 feet of frontage along West Dixie Highway and 195 feet of frontage along NE 173 Street. The parcel contains approximately 188,179 square feet, or 4.32 acres.

THE REQUEST

The applicant proposes an amendment to the Future Land Use Map of the Comprehensive Plan that would re-designate the subject property from Residential High Density to Business. The property currently has two zoning designations, CF, Community Facility on the northern half and RM-23, Residential Mid-Rise Multifamily (High Density) on the southern half of the property. It is also proposed that the property be rezoned to B-2, General Business zoning district.

COMMUNITY DEVELOPMENT DEPARTMENT ANALYSIS

Staff supports both the request for the amendment to the Future Land Use Map and the rezoning. The amendment to the Future Land Use Map would make the property consistent with the properties to the south and east, which currently have a future land use designation of Business. The future land use amendment would not increase the allowable height or density of the property. Rezoning the property to Business would assign the property one zoning district that is compatible with the underlying future land use designation, and it would not be in conflict with any of the surrounding zoning districts.

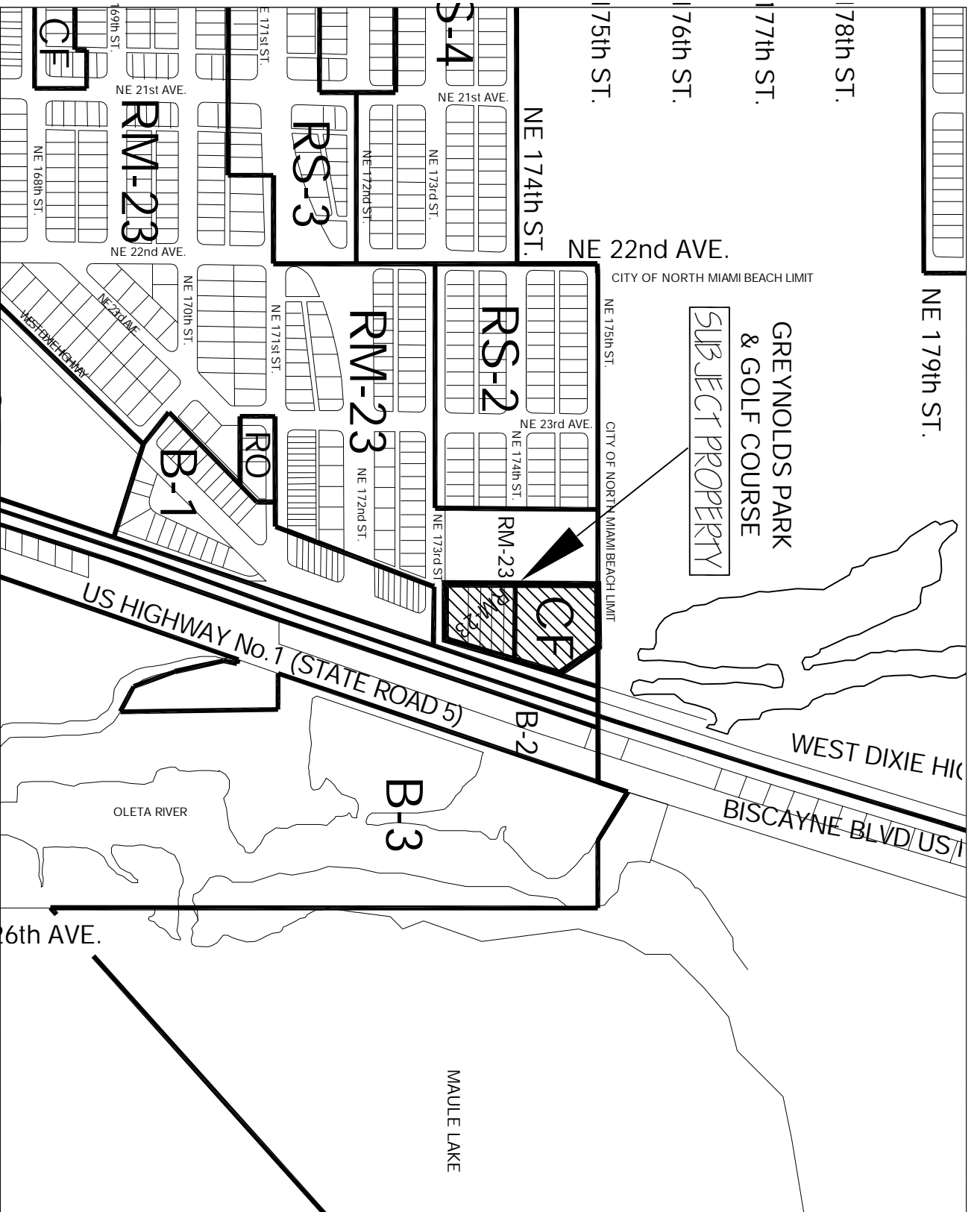
PLANNING & ZONING BOARD HISTORY

This application was heard before the Planning & Zoning Board at the meeting of Monday, October 17, 2011 with following results:

- **Request for Future Land Use Map Amendment** – The request for Future Land Use Map Amendment to re-designate the subject property from Residential High Density to Business received a negative recommendation of the Board with a vote of 6-0.
- **Request for Rezoning** – The request to rezone the subject property from a RM-23, Residential Mid-Rise Multifamily (High Density) District and CF, Community Facility to B-2, General Business District received a negative recommendation of the Board with a vote of 5-1.

COMMUNITY DEVELOPMENT DEPARTMENT RECOMMENDATION

It is recommended that the request for Future Land Use Map amendment and rezoning be approved.



Legend:

RS-1	Residential Single Family (8,000 SF minimum)
RS-2	Residential Single Family (7,000 SF minimum)
RS-3	Residential Single Family (6,000 SF minimum)
RS-4	Residential Single Family (5,000 SF minimum)
RS-5	Residential Single Family (1,200 SF minimum)
MH-1	Mobile Home Subdivision
RD	Residential Two-Family (Duplex)
RM-19	Residential Low Rise Multifamily Medium Density-19 Units/ Acre
RM-23	Residential Mid-Rise Multifamily High Density-23 Units/ Acre
RM-32	Residential High-Rise Multifamily High Density-32 Units/ Acre
RO	Residential Office District
B-1	Limited Business District
B-2	General Business District
B-3	Intensive Business District
B-4	Distribution Business and Light Industrial
B-5	Distribution Business and Medium Industrial
CF	Community Facility
PUD	Planned Unit Development



City of North Miami Beach
 17050 N.E. 19th Avenue
 North Miami Beach, Florida 33162

MIXED USE OFFICE & RETAIL
 17400 WEST DIXIE HIGHWAY



Existing Zoning Map
 Exhibit No. 1
 Prepared by CNMB Engineering Division



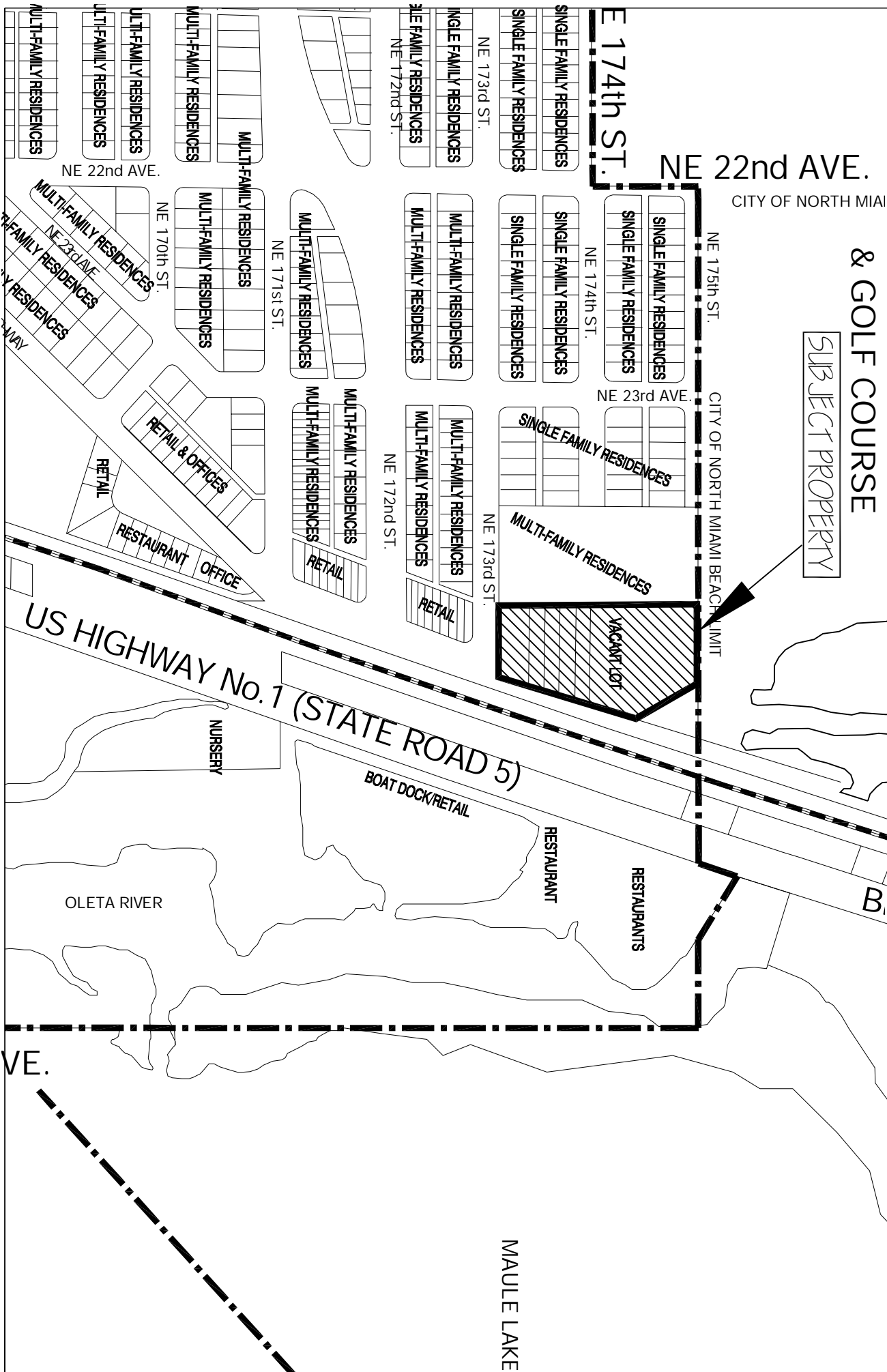
City of North Miami Beach
 17050 N.E. 19th Avenue
 North Miami Beach, Florida 33162

MIXED USE OFFICE & RETAIL
 17400 WEST DIXIE HIGHWAY



Existing Land Use Map
 Exhibit No. 2

Prepared by CINMB Engineering Division



& GOLF COURSE

SUBJECT PROPERTY

NE 22nd AVE.

CITY OF NORTH MIAI

E 174th ST.

NE 175th ST.

CITY OF NORTH MIAMI BEACH LIMIT

NE 174th ST.

NE 23rd AVE.

NE 173rd ST.

NE 172nd ST.

NE 171st ST.

NE 170th ST.

NE 22nd AVE.

NE 23rd AVE.

NE 24th AVE.

MAULE LAKE

VE.



City of North Miami Beach, Florida
COMMUNITY DEVELOPMENT DEPARTMENT

PLANNING & ZONING BOARD MEETING
MONDAY, OCTOBER 17, 2011

Attendees:

Members -	Chairman Evan Piper	Staff -	Shari Kamali, Director of Public Services
	Jaime Eisen		Christopher Heid, City Planner
	Joseph Litowich		Darcee Siegel, City Attorney
	Julian Kreisberg		Steven Williams, Board Recorder
	Norman Edwards		
	Hector Marrero		

Call to Order:

The meeting was called to order at 6:04 PM by Chairman Piper. The pledge of allegiance was recited and the roll call was taken.

Minutes:

Chairman Piper asked the Board if there was any discussion on the minutes for the meeting of August 22, 2011. There was no discussion.

A motion to approve the minutes of September 12, 2011 was made by Julian Kreisberg and seconded by Hector Marrero. The motion passed by a vote of 6-0.

Chairman Piper administered the oath for the members of the public that wished to speak during the meeting, he also instructed them to sign in.

OLD BUSINESS:

City Planners Report

Mr. Heid explained that office complex (15801 Biscayne Boulevard), the warehouse (15501 NE 21 Avenue), the Single-Family House (3281 NE 170 Street) and the FPL utility easement have been approved by the City Council. The retail store (14200 Biscayne Boulevard) has yet to re-file for the City Council, and the ordinance amending the Land Development fee schedule was approved on first reading and will be going for second reading on November 1, 2011.

NEW BUSINESS:

Item # 11-510: Single-Family House; 3301 NE 170 Street – Site Plan Approval and Variances

Mr. Heid stated that the applicant, Ismael Gonzalez, is requesting site plan approval and variances for the construction of a two-story 5,397 square foot single-family house on a 9,350 square foot parcel of land located in the RS-1, Residential Single-Family Zoning District.

Chairman Piper requested the applicant to come forward and speak on behalf of the application. The project was represented by Ismael V. Gonzalez, property owner and Neal Aronson, architect.

Mr. Gonzalez stated that the home will be his permanent residence for him and his family and his current residence in Miami Lakes is for sale.

Mr. Heid stated that the request has a large amount of variances but they are minor. He pointed out that the height variance could be taken care of by lowering the pitch of the roof, but the steepness of the roof gives the house a lot class, and bringing the pool closer to the rear lot line does not really impact anyone. He also said that to do anything other than a two car back-out driveway is almost impossible with the pervious area requirements for the front yard. Almost every house we see is going to have that variance because people want a semi-circular driveway plus at least a two car back-out portion, or in this case, three cars. This is something that staff will be looking to modify in the future. He stated the house is slightly larger than allowed, as a result the overall pervious area is also down a bit, but not to any degree that staff finds uncomfortable. He said that all the requests are reasonable and it is beautifully done house that will be a great addition to the neighborhood. He said that staff recommends favorably with the 9 conditions as noted.

Mr. Kreisberg asked Mr. Heid if the footprint is a variance. Mr. Heid said that is correct. Mr. Kreisberg asked where the extra square footage is or is it de minimis. Mr. Heid stated that there are no setback variances; the house just fills the footprint more than is typically allowed. Mr. Kreisberg asked if there was a requirement that the lot to only have 40% coverage. Mr. Heid said yes, but the house does not violate the required setbacks. When you add the required setbacks to the property you are left with a buildable envelope. That envelope cannot be filled, because it is more than 40% of the lot, without a variance. This house is filling more of the buildable envelope than the code contemplates. Mr. Kreisberg asked what the size of the buildable envelope is. Mr. Heid said the on this lot the buildable envelope would be 4,140 square feet.

Mr. Kreisberg also asked if the gazebo was part of the variances. Mr. Heid said no, they are now allowed without variance. Mr. Kreisberg also asked if the project have pavers to and a drainage system to help with the drainage. Mr. Heid said yes, the pavers are not counted but they are included in the project. Mr. Heid also said that the project will include a complete fully engineered drainage system.

Mr. Edwards asked if there is any effort to change the requirement to retain the water runoff on the property. Mr. Heid said no, if anything they would want to be insistent that the water stay on the property because people use chemicals on their lawns and that run off can damage the canal system, it is typically polluted water.

Mr. Litowich asked if the height variance was only for the roof because it is 5 in 12 pitch. Mr. Aronson said that is correct. Mr. Litowich asked Mr. Heid if this was a similar variance to the previous house that the board reviewed. Mr. Heid said yes, it is a little steeper but it is supported by staff. Mr. Litowich asked how the house fits in with the neighborhood. Mr. Heid said that the previous house that was approved is right next to it, but it will be completely different than the older one-story ranches. It is compatible with the new wave of house that the board has been seeing for the past 10 years.

Mr. Litowich asked if there is any additional drainage to offset the lack of pervious area. Mr. Heid said that the project must retain all water runoff on the property. At the time of permit the drainage plans will be reviewed to make sure that the project respects that requirement.

Mr. Marrero stated that the survey does not coincide with the plans. Mr. Heid pointed out that there are two surveys in the packages, one of the old house that has since been demolished, and a current survey showing a vacant lot with the remnants of a driveway.

Mr. Kreisberg stated that he believes the property has the highest elevation in Eastern Shores. He asked if that was due to fill. Mr. Gonzalez stated that the previous house was at that height prior to him demolishing it.

Chairman Piper opened the floor for public comment. There was no one present that wished to speak on this item.

Public comment was closed.

Mr. Heid stated the house was attractive and will be a good addition to the neighborhood, staff recommends favorably with the 9 conditions noted.

Chairman Piper asked the applicant if they could accept the all the conditions. Mr. Gonzalez replied yes.

A motion to approve Item 11-510 was made by Julian Kreisberg. The motion was seconded by Jaime Eisen. The motion to approve item 11-510 passed with a vote of 6-0.

Chairman Even Piper	YES
Hector Marrero	YES
Joseph Litowich	YES
Julian Kreisberg	YES
Norman Edwards	YES
Jaime Eisen	YES

Chairman Piper acknowledged that Councilwoman Beth Spiegel was in the audience.

Item # 11-509: Land Use Amendments; 17400 West Dixie Highway – Future Land Use Map (FLUM) Amendment & Rezoning

Mr. Heid stated that this application is a request from Braha Dixie, LLC, for FLUM amendment and rezoning for an 188,179 square foot parcel of land at 17400 West Dixie Highway. The applicant is requesting a FLUM change from Residential High Density to Business, as well as a rezoning from both CF, Community Facility and RM-23, Residential Mid-Rise Multifamily (High Density) to B-2, General Business District.

Chairman Piper requested the applicant to come forward and speak on behalf of the application. The project was represented by Jodie Siegel, attorney, who gave a brief explanation of the request for FLUM amendment and rezoning.

Mr. Edwards stated that he pulled a copy of the Glatting Jackson report dated May 2007. He asked Attorney Jodie Siegel if she had a chance to look at the report prior to submitting her application. She replied she was not aware of the report. Mr. Heid pointed out that there is no project before the board tonight. Any project would have to come before the board to be approved. Attorney Jodie Siegel stated once it is determined what the project will be; it will come before the board at a separate hearing.

Mr. Edwards stated that the application includes a letter from Land Plan Engineering Group that proposes a mix-use development, Park View Business Center, which a 12 story business hotel, a 12 story extended stay hotel, a 6 story office building. Attorney Jodie Siegel stated that those are only preliminary ideas at this point, nothing is set in stone. The only request tonight is to change the FLUM and rezone the property. Mr. Heid added that the Board may not like the project once it is proposed, but the question tonight is do you think that it is appropriate to rezone the property to B-2.

Mr. Edwards asked where the nearest B-2 designation is. Mr. Heid said that the nearest designation is directly across the railroad tracks, east of the project on the west side of Biscayne Boulevard. Mr. Edwards asked Attorney Jodie Siegel if she has had a chance to look at the report that he passed out. Attorney Jodie Siegel stated that she can't just look at one page, she would need to read the entire report. She said that there is B-1 and B-3 around the property, which is compatible with B-2.

Mr. Edwards stated that he noticed that there no plans for traffic changes. Attorney Jodie Siegel stated that they will be studying traffic as they go through the process to determine what changes if any are needed. Mr. Edwards asked what impact the project would have on the neighboring property to the west, the Arbors apartment complex, as well as Grenyolds Park. Attorney Jodi Siegel stated that in the High Density Residential you can have building much higher, and she understands that the City's goal is to turn the area into a beatification corridor. They will have to find a nice way to mesh with the park and the surrounding area. Mr. Edwards stated to the north of the park is a residential building; he asked what the height of the building is. Attorney Jodie Siegel shat that she did not know. Mr. Edwards asked about the traffic, if it

would have difficulty at 172 and Biscayne. Attorney Jodie Siegel said that it is too early to try to predict as she does not know what the project will be. She said that the developer will be responsible to mitigate traffic caused by the development. Mr. Edwards asked how they envisioned traffic to get the site. Attorney Jodie Siegel stated that she believed that it would be an attraction the City and would have great views to the park and that would attract people to make it a destination for the City.

Mr. Edwards stated that he believed that this is in the nature of spot zoning and does not follow the Glatting Jackson Plan; the project is too high and abuts a park.

Chairman Piper asked how the Glatting Jackson Plan falls into our code. Mr. Heid stated that the B-2 Zoning on this type of corridor is in line with the Glatting Jackson Plan. When we have a project to review we can see if it follows the Plan and consider the impact on the park. Because we do not have a project in front of us we can't consider things like traffic, that's completely jumping the gun. What needs to be considered is the zoning appropriate. Half of the property is zoned CF, you could put uses such as a police station or hospital. These types of things would be permitted with CF zoning.

Mr. Kreisberg asked which portion of the property was zoned. Mr. Heid said the north portion, abutting the park is CF, and the south portion of the site is zoned multifamily. He added that he does not see a market for multifamily on West Dixie Highway across from railroad tracks. Mr. Kreisberg asked what the maximum height for the multifamily zoning is. Mr. Heid said right now under the RM-23 3 stories is allowed with a conditional use of an additional 3 stories, totaling 6 stories with conditional use. He added that when there are 2 vacant parcels together under joint ownership it behooves the city to create a single zoned tract of land. Mr. Kreisberg asked if all the lots were owned by the same owner. Attorney Jodie Siegel said yes.

Chairman Piper asked what types of uses are allowed under the B-2 Zoning. Mr. Heid said general office uses, retail and service establishments, typical retail stores. There are also uses that are conditional, but are controllable, such as animal hospitals. Chairman Piper asked if the potential hotel would be a conditional use. Mr. Heid said yes, a hotel is a conditional use in the B-2 Zoning District.

Chairman Piper said that by changing the zoning they would not need a variance to construct a strip shopping center, assuming that the uses are permitted. Mr. Heid said yes, but even if they were variance free the project would still come before this Board for site plan approval.

Mr. Edwards said that the Glatting Jackson report shows a transition to the highest parts, which are supposed to be in the area of the Lorenzo's, the Post Office, and the old Wine Dixie. We should try to follow the plan. We should plan according to the plan that was done for the City. Attorney Jodie Siegel stated that the Glatting Jackson Plan was done in 2007 and the economy as well as planning has changed.

Mr. Kreisberg stated that it is now 2011 and back in 2007 the City paid for the report to be done, but he does not think that we have to be tied to report that was done in the past. At this present time we have to decide if rezoning this parcel on West Dixie Highway is appropriate as business. He said that he does not think that the Board should be cross examining a project that has not been presented. He asked if there is a contemplation of what would happen if the property does not get rezoned. Attorney Jodie Siegel said that they would not be able to move forward with a project and the site would sit vacant.

Mr. Marrero said that he believes B-2 Zoning is appropriate for the site and he does not see it as being intrusive.

Mr. Litowich said that he is concerned with the letter that was submitted with the application. He said that the idea of have the site changed to B-2 would fit. But he thinks that if they come back with a project that is 12 stories they will run into some negative thoughts.

The City Attorney stated for the record that they can have up to 15 stories in the B-2 Zoning District. Mr. Litowich asked if a 12 story building would fit in. The City Attorney responded yes. Mr. Litowich said that it will fit the zoning, but will it fit in with the neighborhood. The City Attorney said that is a different story, if it is something that is permitted they would be entitled to have it.

Mr. Kreisberg asked if the hotel is a conditional use. Attorney Jodie Siegel said yes. Mr. Kreisberg said that they would be able to build a 15 story office building. The City Attorney said yes. She went on to say that it is the use not the size (of the building) that is conditional. She also stated that at this time the request for a rezoning, if this is changed to B-2 the developer would have the opportunity to build something up to 15 stories.

Chairman Piper asked if there is any use in the B-2 that would not be allowed to be 15 stories. Mr. Heid said no, only the use is conditional not the height of the building. Chairman Piper also asked what the maximum height is in the CF. Mr. Heid said the maximum height of 3 stories with a conditional use for additional stories.

Mr. Litowich asked if there was a height limitation for the B-1 Zoning District. Ms. Kamali said B-1 is 2 stories, B-2 is 15 stories, and B-3 is 15 stories. Mr. Litowich said that he is in favor of changing the property into a Business classification, he is not sure that it should be changed to a B-2 or B-3. Mr. Heid said that he would not recommend B-3 Zoning because it would bring uses that they would not want there.

Chairman Piper asked for clarification on the PUD (Planned Unit Development) that is located close to the site. The City Attorney stated that the PUD is the Marina Grande site. She said that the site may qualify for a PUD, a PUD zoning is site specific. Mr. Heid added that there are different categories of PUD, and the least restrictive has a maximum height of 18 stories. He also reminded the Board that the entire site currently has an underlying Future Land Use Map Category of Residential High Density, which the Comprehensive Plan allows to be 15 stories.

Chairman Piper asked if there was a project that was previously approved. Mr. Heid said that a project was previously approved, an office complex. Chairman Piper asked what the height of that project was. Mr. Heid said he believed it was 15 stories. Chairman Piper said that they did the rezoning and site plan approval at the same time. Mr. Heid said that is correct. He added that it is not being done that way because as a Planning and Zoning Board the quest needs to be, "is the zoning change being requested appropriate?" If so then you look at the project and the traffic and other project specific issues. Chairman Piper asked if that project was approved. Mr. Heid said yes, it received a favorable recommendation by this Board and was approved by the City Council.

Mr. Edwards asked if there was a lawsuit with that project, he asked the City Attorney what the nature of the lawsuit was. The City Attorney said that she did not have the particulars of the lawsuit, but she did know that it was dismissed. Mr. Edwards asked if the fees for the prior project were paid in full. The City Attorney said that she knows they were settled for a lesser amount, but a substantial portion of the fees were paid to the City.

Chairman Piper opened the floor for public comment. There was one person that wished to speak on this item; Robert Taylor.

Mr. Taylor stated that any changes made tonight are forever and the value of the property will skyrocket, the developer will get all the benefits. He said that there is B-2 on Biscayne Boulevard, but it is an 8 lane highway. He said that the park, Grynolds Park, is one of the most beautiful parks in the county which is used tremendously; you're going to put a 15 story building. He said that the Glatting Jackson plan was approved in 2007 but they had the foresight to look into the future. He said the project is not going to provide jobs. He said that the developer should bring a project before the Board and request variance.

Public comment was closed.

Attorney Jodie Siegel stated that the request tonight is for FLUM amendment and rezoning and a project will be brought before the Board at a later date for the consideration.

Chairman Piper asked for clarification as to why the rezoning is being done separately from the project. Mr. Heid said that it is not about the project it is about the zoning. If the zoning makes sense it should be rezoned, it should be looked at irrespective of a project, if it is not an appropriate zoning district than it should not be rezoned. Mr. Piper asked if the applicant could comeback with the rezoning and project as a package. Mr. Heid said yes, but the approval would have to be done very carefully; the site plan approval would have to be contingent on the rezoning, which would have to be contingent on the approval of the Comprehensive Plan amendment.

Chairman Piper asked if the applicant had any issues bringing the project back as one package. Attorney Jodie Siegel said that she does see an issue. It is very expensive to go through and entire site plan application and process, which would bring the project back at square one.

Ms. Kamali explained that the zoning the applicant wants for their project is B-2, which is not compatible with the existing Future Land Use category (Residential High Density). They must amend the Future Land Map and then do the rezoning.

Mr. Marrero said that there are members of the community and the Board that have a problem with giving you carte blanche; we need to come up with something right now to restrict it.

Chairman Piper asked if there is a way of it happening if they present it all together as opposed to the way it was presented today. Mr. Heid said that he believes the City Attorney has opined that it can be done; it would have to be worded carefully. The City Attorney said that she believes the problem with the previous project was that it was rezoned and the zoning was not compatible with the Comprehensive Plan; the Comprehensive Plan was never amended.

Mr. Kreisberg asked if the project can come before the Board and ask for a variance. Ms. Kamali said that is not possible, a B-2 use cannot be allowed on the parcel with a variance. Mr. Kreisberg said that the risk is that if it is rezoned the developer can do a lot of things or sale the property to someone else can do a lot of things.

Chairman Piper said that what he is hearing from Ms. Kamali is that if they brought the project through as a package it would not work. Ms. Kamali said that the Board cannot review a project that is not compatible with the zoning, must do the rezoning and the comp. plan amendment. Chairman Piper asked if it is doable (the project, rezoning, and Comprehensive Plan amendment as a package). The City Attorney said yes it can be done; it has been done in the past.

Attorney Jodie Siegel said that she can shed some light on the project; Hyatt has committed to do the hotels and this point they are not looking to go no higher than 7 stories. She said that she cannot make a commitment to exactly what they want, they would have to go through the plans with Hyatt, and it is their full intention to come back with a project. She said that tonight they are asking for the board to vote on the request for FLUM amendment and rezoning.

Chairman Piper asked if there is any way to put a ceiling on the request. Attorney Jodie Siegel said that the Board could look at the project when they come back and deny it. The City Attorney said that the Board could deny the project for the use (a hotel), but if the Board's concern is the height and possibly the density that would not be a correct statement. She said they would be entitled to build what's allowed under that classification.

Mr. Kreisberg asked how many things allowed in the B-2 would be reasonable for them to build at 12 or 15 stories, outside of an office building. The City Attorney went over the list of

permitted uses under the B-2 Zoning classification. Mr. Kreisberg said that of all the uses the only thing that could logically be high rise is an office.

Chairman Piper asked for staff's recommendation. Mr. Heid said that staff supports the amendments to the zoning and Future Land Use map. The future land use amendment would make the property consistent with the properties to the south and east and would not increase the allowable height or density for the property. The request for rezoning would not be in conflict with any surrounding zoning districts.

Chairman Piper asked how easy it would be to put a 15 story residential project on the site. Mr. Heid said that it would have to be rezoned but not a Future Land Use amendment.

Mr. Taylor (from the audience) said that there is no B-2 zoning on West Dixie Highway, it is all B-1. Mr. Heid said that there is B-2 and B-3 on West Dixie Highway. Then Mr. Taylor said that in this neighborhood there is no B-2, only on Biscayne Boulevard, and that this is spot zoning.

The City Attorney said that what is being presented to night is not spot zoning. Chairman Piper asked if spot zoning could be defined. The City Attorney said that it is when the zoning of a piece of property rezoned and it is not compatible with the neighboring or surrounding zoning districts. Mr. Heid added that it is like an island that has no relation to the surrounding properties.

Mr. Edwards said that the property is zoned residential mid-rise and Community Facility, and the B-2 zoning would allow buildings that are too high for that area.

Chairman Piper said that he is uncomfortable with the carte blanche request for rezoning. He feels that it would be more responsible for the Board to review these types of request with the project.

Chairman Piper asked the applicant if a B-1 would do anything for them. Attorney Jodie Siegel said no, because it only permits 2 stories. The City Attorney said that a request for B-1 zoning is not being requested and has not been advertised.

Chairman Piper asked if the Comprehensive Plan could be changed without a rezoning. Ms. Kamali said if the Comprehensive Plan is changed with a rezoning the applicant, or property owner, would have to request a rezoning for a compatible zoning designation at a future date.

Mr. Kreisberg acknowledged that City Manager Lyndon Bonner was in the audience.

Mr. Kreisberg asked if the Manager had any incite on the project. Mr. Bonner said that this project, a lot like what's happening on West Dixie Highway, is changing. He said that he did

meet with the applicants and talked about the project, he said that the intersection on 173 Street will have improvements that will be done with the Community Redevelopment Agency. He said that this project in combination with the Marina Grande and Wine Dixie projects will change the corridor.

Mr. Kreisberg asked the manager how he felt about the property becoming B-2. Mr. Bonner said that his perspective is further in the future and likes to think about what is going to happen in the next 50 years.

A motion to approve the request for rezoning, contingent upon the approval of the Future Land Use Map amendment was made by Julian Kreisberg. The motion was seconded by Hector Marrero. The motion failed by a vote of 5-1.

Chairman Even Piper	NO
Hector Marrero	NO
Joseph Litowich	NO
Julian Kreisberg	YES
Norman Edwards	NO
Jaime Eisen	NO

The applicant was asked if she would like to withdraw her request for the Future Land Use amendment, Attorney Jodie said that she would like to move forward with request. The City Attorney said that in order for the request for Future Land Use amendment to be heard before the City Council the Board would have to take action on the request, if there is no vote by the Planning and Zoning Board the request could be heard by the City Council.

A motion to deny the request for Future Land Use Map amendment was made by Julian Kreisberg. The motion was seconded by Hector Marrero. The motion to deny the request for a Future Land Use Map amendment passed by a vote of 6-0.

Chairman Even Piper	YES
Hector Marrero	YES
Joseph Litowich	YES
Julian Kreisberg	YES
Norman Edwards	YES
Jaime Eisen	YES

Item # 11-511: LDR Text Amendments – Development Review Procedures

Mr. Heid stated that language has been added to the code that makes getting development order difficult. Staff is recommending that the requirement of a super majority (5 votes) vote of the City Council for comprehensive plan amendments and development orders and a majority plus two votes (6 votes) for residential building heights above 15 stories be eliminated. Current requirements may deter applicants who wish to bring development projects forward as they may be reluctant to invest the time and money knowing that they need 5 or even 6 at City

Council. But more importantly, it is in direct conflict with the City Charter, which requires a majority vote of the City Council on items for their consideration, including development projects. Staff is recommending that these items require a simple majority of the vote of the Council.

Ordinance changes that occur after a project has been approved but before the project receives a permit nullifies the approval. It is recommended that that language be removed. Mr. Heid said that an applicant can spend hundreds of thousands of dollars on a project, have it approved, and within the year it takes to get a permit an ordinance change could nullify that approval.

There is a requirement that development orders for site plan review and variances presently expire six (6) months after approval by City Council if a master building permit is not obtained. Mr. Heid said that it is very difficult for complex projects to obtain permits within 6 months. Most projects don't start working on their structural drawing until they obtain their approvals. It is suggested that this be changed to allow up to one year to apply for a master building permit.

The code is silent on the expiration of conditional use; it is recommended that conditional use approvals expire within one (1) year of approval or one (1) year of the issuance of a certificate of occupancy.

Mr. Heid said staff is recommending the elimination of superfluous notice requirements for Comprehensive Plan amendments. Currently the code requires that Comprehensive Plan amendments that increase the height or density of property or a Future Land Use category be noticed and advertised according to regulations that are far more stringent than the Florida Statutes, requiring a nine month period between the date an applicant applies and final hearing before City Council. The process is unduly lengthy, burdensome to developers and unreasonably delays any development or redevelopment in the City. Mr. Heid said that the current State Statutes, which apply to all other cities in the state, are sufficient.

Mr. Kreisberg asked why this would pass the City Council when that voted on the changes. Mr. Heid said that there is different Council and Mayor and we are in different economic times.

Mr. Edwards asked if there was a settlement of a lawsuit with Bill Borkin required a super majority vote of the City Council for change to the Comprehensive Plan. The City Attorney said that the Charter cannot be amended by an ordinance. She said that staff is asking to clean up the code to be consistent with the charter. Mr. Edwards said that there is no requirement that it be removed from the code, it will not be enforceable. The City Attorney said that she would not recommend that language be in the code that is not enforceable and not consistent with the Charter.

Mr. Edwards asked how often a project has been impacted by a change in the City code. Mr. Heid said that he is not sure that it ever has, but would like to make sure that it doesn't. Mr.

Edwards said that if it never accrued it should not be a problem. Mr. Heid said if someone reviews our code and see this type of language they may decide to develop elsewhere. Mr. Edwards asked the City Attorney if the approval gave the applicant some type of right to continue with that approval. The City Attorney said that they would have a property right once they are issued a permit.

Mr. Edwards asked if sub-permits are part of a master permit. Mr. Heid said yes, the master permit is the entire package. He added that the Master permit must also be signed by outside agencies. Mr. Edwards asked if a master permit could be pulled without the sub-permits. Ms. Kamali said no, only the demolition permit. The City Attorney advised the Board that applicants can obtain a 6 month extension, and a subsequent extension by the City Council. Mr. Edwards asked why it is being changed to a year if they can come and get extensions. Mr. Litowich said that by changing the expiration time will cause a lot less confusion. Mr. Edwards said that the first 6 month extension is administered administratively. Mr. Heid said that sometimes the applicants let it fall through the cracks, and we are trying to protect their interest.

Mr. Edwards asked what the history of the notice requirements. Mr. Heid said that the language was adopted by an ordinance in 2008. Mr. Edwards said that there was a lot of building issues between 2005 and 2008 which put in place a process that was agreed upon to limit the ability of the Comprehensive Plan at any time. He said that he residents require a time for reflection. Mr. Heid said that staff is comfortable that State Statutes give reasonable time for reflection and would like the same level of coverage from the State Statute.

Chairman Piper opened the floor for public comment. There was no one present that wished to speak on this item.

Public comment was closed.

A motion to approve Item 11-511 was made by Jaime Eisen. The motion was seconded by Julian Kreisberg. The motion passed with a vote of 6-0.

Chairman Even Piper	YES
Hector Marrero	YES
Joseph Litowich	YES
Julian Kreisberg	YES
Norman Edwards	YES
Jaime Eisen	YES

Item # 11-512: Comprehensive Plan Text Amendment; Future Land Use Element – Policy 1.8.3

Mr. Heid said that this item is related to the 9 month period that was just recommended to be taken out of the Land Development Regulations. In order for the State Statutes to apply it must also be taken out of the Comprehensive Plan. This policy requires that notice of proposed text amendments be sent to individuals registered with the City Clerk, of which there is no record of, applicants wait at least 90 days from time of application before the item can be heard

before the Planning and Zoning Board, as well as 9 months from time of application before second reading at City Council.

Mr. Heid said these requirements are far more stringent than the notice and advertisement requirements contained in Florida State Statutes. Staff feels that the requirements in this policy are superfluous and make Comprehensive Plan amendments unduly lengthy, burdensome to developers, and unreasonably delay development and redevelopment in the City. It is recommended this policy be deleted and that the process and notice procedures for Comprehensive Plan amendments be done in accordance to Florida State Statutes. Mr. Heid added that this would be the companion to Item 11-511.

Mr. Kreisberg said that does not think that we should be guided by what happened in 2007 and he is in favor of the amendment.

Chairman Piper opened the floor for public comment. There was no one present that wished to speak on this item.

Public comment was closed.

A motion to approve Item 11-512 was made by Joseph Litowich. The motion was seconded by Julian Kreisberg. The motion passed with a vote of 5-1.

Chairman Even Piper	YES
Hector Marrero	YES
Joseph Litowich	YES
Julian Kreisberg	YES
Norman Edwards	NO
Jaime Eisen	YES

Mr. Heid advised the Board that there will most likely not be a Planning and Zoning Board meeting for the month of November.

The City Attorney advised the public that there is still a vacancy on the Planning and Zoning Board.

Adjournment - A motion to adjourn was made by Hector Marrero and seconded by Julian Kreisberg. The meeting was adjourned at 8:33 pm.

ORDINANCE 2012-9

AN ORDINANCE OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, REZONING PROPERTY WITHIN THE CITY OF NORTH MIAMI BEACH LOCATED AT 17400 WEST DIXIE HIGHWAY FROM A CLASSIFICATION OF RM-23, RESIDENTIAL MID-RISE MULTIFAMILY (HIGH DENSITY) DISTRICT AND CF, COMMUNITY FACILITY DISTRICT, TO A CLASSIFICATION OF B-2, GENERAL BUSINESS DISTRICT, AND DIRECTING THE DIRECTOR OF THE PUBLIC SERVICES DEPARTMENT TO MAKE ALL NECESSARY CHANGES IN THE OFFICIAL ZONING MAP OF THE CITY OF NORTH MIAMI BEACH TO CARRY OUT THE INTENT OF THIS ORDINANCE; PROVIDING FOR THE REPEAL OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR THE CODIFICATION OF THIS ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the property described herein is zoned RM-23, Residential Mid-Rise Multifamily (High Density) District and CF, Community Facility; and

WHEREAS, the property described herein had a Future Land Use Designation of Residential High Density, which was changed to Business by Ordinance 2012-8 on June 5, 2012; and

WHEREAS, the applicant has requested a rezoning of the property to B-2, General Business District; and

WHEREAS, on October 17, 2011, the Planning and Zoning Board, after public hearing, voted 5-1 to deny the request to rezone the subject property from a classification of RM-23, Residential Mid-Rise Multifamily (High Density) District and CF, Community Facility, to B-2, General Business District; and

WHEREAS, notwithstanding the vote at the Planning and Zoning Board to deny the request to rezone the subject property to B-2, General Business District, City staff continues to support and recommend approval of the request to rezone the property.

NOW, THEREFORE,

BE IT ORDAINED by the City Council of the City of North Miami Beach, Florida that:

Section 1. The forgoing recitals are true and correct.

Section 2. The property legally described as:

LOT 1, 2, 3, 4, & 5, LEADER SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 82 AT PAGE 17 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

**a/k/a
17400 WEST DIXIE HIGHWAY
NORTH MIAMI BEACH, FLORIDA**

is hereby rezoned from a classification of RM-23, Residential Mid-Rise Multifamily (High Density) District and CF, Community Facility, to B-2, General Business District.

Section 3. This rezoning is consistent with the adoption of Ordinance 2012-08 to change the Future Land Use designation from Residential High Density to Business.

Section 4. Applicant agrees to file and record the Unity of Title on all parcels subject to the rezoning herein attached hereto as Exhibit "A" and incorporated by reference herein.

Section 5. Applicant agrees to file and record the Declaration of Restrictive Covenants attached hereto as Exhibit "B" and incorporated by reference herein.

Section 6. The Director of Public Services is hereby directed to make all necessary changes to the Official Zoning Map of the City of North Miami Beach to implement the intent of this Ordinance.

Section 7. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 8. If any section, subsection, clause or provision of this Ordinance is held invalid, the remainder shall not be affected by such invalidity.

Section 9. It is the intention of the City of North Miami Beach and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of North Miami Beach, Florida. The Sections of this Ordinance may be renumbered or relettered to accomplish this intention and the word "Ordinance" may be changed to "Section", "Article", or other appropriate word as the Codifier may deem fit.

APPROVED BY TITLE-ONLY on first reading this **20th day of March, 2012.**

THIS ORDINANCE WAS DISCUSSED AND TABLED on second reading, this 5th day of June, 2012.

APPROVED AND ADOPTED on second reading this ___ **day of September, 2012.**

ATTEST:

PAMELA L. LATIMORE
CITY CLERK

GEORGE VALLEJO
MAYOR

APPROVED AS TO FORM:

DARCEE S. SIEGEL
CITY ATTORNEY

SPONSORED BY: Mayor & Council

Miami-Dade County Property Appraisal
Public Service Request Receipt



RECEIVED
APR 05 2012
OFFICE OF THE
PROPERTY APPRAISER

Public Service Request # **190593**
Date Submitted 04/05/2012 10:51:42 AM
Initiated by **JAD**

You will receive a response by . For any questions related to this request, call 786-331-5321 after .

PROPERTY INFORMATION

Folio 0722090150040

Location RC SECTION

Tax Year(s) 2008

CONTACT INFORMATION

Taxpayer Tommy Kertesz

Email/Phone 954-926-3600

REQUEST DETAILS

Reason for Request Grouping

Attachments N/A

Taxpayer Comments As per zoning requirements from the City of North Miami Beach councilman.

[Main Menu](#)

Exhibit A



RECEIVED
 APR 05 2012
 OFFICE OF THE
 PROPERTY APPRAISER

PROPERTY COMBINE REQUEST

PAO REV 1/10

OFFICE OF THE PROPERTY APPRAISER
 111 NW First Street, Suite 710
 Miami, Florida 33128-1984

NOTICE

1. Title to parcels/units must be in same ownership, and all taxes due must be paid prior to Property Combine Request.
2. If one parcel is currently receiving homestead exemption, property owner must file a homestead application to add new lands to the original parcel; therefore the first year in which the legal descriptions are combined will constitute the base year for the new lands. **The deadline to file a timely application is March 1st.**
3. If subject is a condominium, owner must submit a letter from the condominium association acknowledging owner's Property Combine Request and property's physical status as one living unit. Must provide main entrance unit number and total bed/bath count, and submit floor plans or design reflecting current physical changes (if available).
4. The Property Appraiser may request a homestead affidavit be filed if parcel(s) have two or more dwellings/living units. Condominium units must be physically joining. Each parcel should be contiguous in same municipality.
5. The Property Appraiser reserves the right to investigate and inspect the premises to confirm that it is a single property living unit. If property is mortgaged, property owner must notify all mortgagees associated with the properties listed above. Requested information provided to the Office of the Property Appraiser will be subject to review. Owner acknowledges and hereby agrees to all conditions of Property Combine Request. Meeting the above conditions does **not** imply approval of this Property Combine Request.

STEP 1: IDENTIFY ALL PROPERTIES

List all applicable **FOLIO NUMBERS**: 07-2209-015-0040 07-2209-015-0010 07-2209-015-0030 07-2209-015-0050

List all applicable **PROPERTY ADDRESSES**: 17400 West Dixie Highway North Miami Bch FL 33
 (Indicate principal property address)

STEP 2: ANSWER THE FOLLOWING QUESTIONS

Reason for grouping request: As per zoning requirements from the City of North Miami Bch Councilman

Do any of the parcels have homestead exemption? NO Is any portion of property rented? NO

If yes, provide details: _____

STEP 3: SIGN AND DATE THIS REQUEST

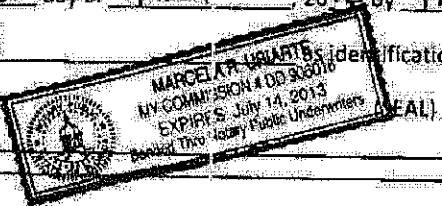
*Current owner(s) of record or their attorney (with a power of attorney) must sign request & have form notarized below.

Signature: [Signature] Name/Title: RALPH BEAMA MANAGER MAN. 954-926-3600 Telephone Number: 03/23/12 Date

STEP 4: NOTARIZE THIS REQUEST

The foregoing instrument was acknowledged this 27th day of March, 2012, by Thamy Keeresz who is personally known to me or has provided _____ identification and who did/did not take an oath.

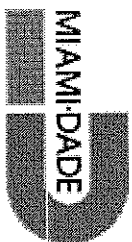
Notary Public, State of Florida at Large [Signature]



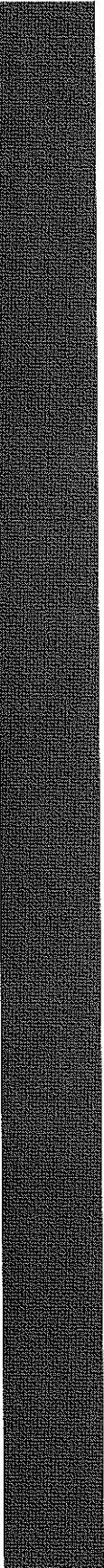
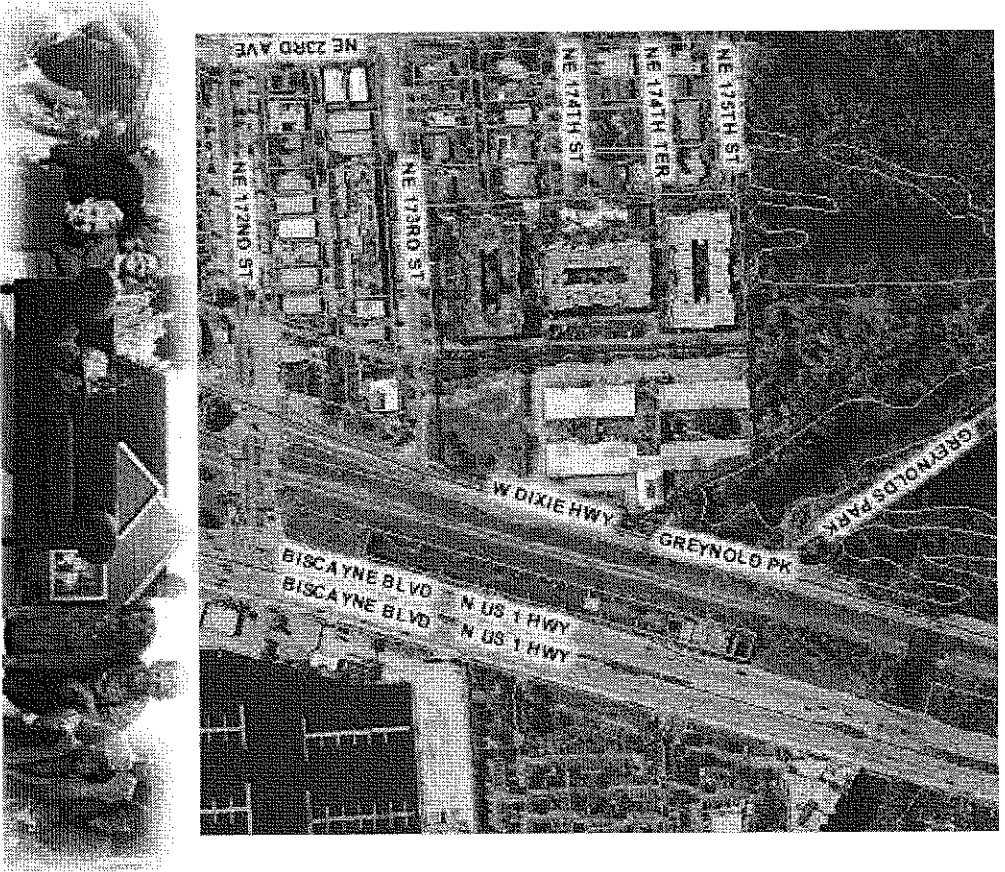
Office Use Only: (check if attached)

Review for Tax Year: _____ Homestead Application: _____ Letter from Homeowner's Assn.: _____

Letter from Owner: _____ Floor plan or design: _____ Other: _____



Summary Details:	
Folio No.:	07-2209-015-0010
Property:	17400 W DIXIE HWY
Mailing Address:	BRAHA DIXIE LLC
Address:	PO BOX 267 HALLANDALE FL 33008-
Property Information:	
Primary Zone:	8600 CIVIC AND CONVENTION CENTER
CLUC:	0081 VACANT LAND
Beds/Baths:	0/0
Floors:	0
Living Units:	0
Adj. Sq Footage:	0
Lot Size:	4.14 ACRES
Year Built:	0
Legal Description:	LEADER SUB PB 82-17 LOTS 1 THRU 5 LOT SIZE 180542 SQ FT OR 24212-2747 0206 02



Prepared by and return to:

Name: Rod A. Feiner, Esquire
Coker & Feiner
Address: 1404 South Andrews Avenue
Fort Lauderdale, FL 33316-1840
Telephone: (954) 761-3636

DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS is agreed to by BRAHA DIXIE, LLC, a Florida limited liability company, whose address is 225 Dania Beach Boulevard, Suite 214, Dania Beach, FL 33004 ("Owner"), in favor of THE CITY OF NORTH MIAMI BEACH, a municipal corporation of the State of Florida, whose address is 17011 NE 19th Avenue, 4th Floor, North Miami Beach, FL 33162 ("City").

WITNESSETH:

WHEREAS, Owner holds fee simple title to certain property in the City consisting of approximately 4.32 acres, which property has a mailing address of 17400 West Dixie Highway and is legally described on the attached Exhibit "1", whose terms are incorporated herein by reference (hereinafter referred to as ("the Property")); and

WHEREAS, the Property is designated Business on the City's Future Land Use Plan and the Owner has filed an application to re-zone the Property from CF, Community Facility and RM-23, Residential Mid-Rise Multifamily (High Density) to B-2, General Business Zoning District in order for the zoning to be consistent with the City's Future Land Use Plan; and

WHEREAS, in conjunction with the re-zoning request the Owner wishes to clarify that certain uses are not be appropriate for the Property and are not to be allowed on the Property even though such uses are allowed in the B-2 Zoning District; and

WHEREAS, in conjunction with the re-zoning request the Owner wishes to additionally clarify that the height of any development on the Property is to be restricted; and

WHEREAS, Owner desires to make a binding commitment in order to assure the City that the Property shall be developed in accordance with this Declaration; and

WHEREAS, Owner is making this Declaration freely and voluntarily.

NOW, THEREFORE, in consideration of the foregoing, the Owner hereby agrees and declares as follows:

1. **Recitals**: That the above recitals are true and are incorporated herein by reference.

2. **Prohibited Uses**: The Owner hereby declares and voluntarily covenants and agrees that notwithstanding the B-2 zoning designation for the Property, the following uses shall be prohibited uses within or on the Property:

- (1) Laundries/self-service coin operated;
- (2) Automobile tag agencies;
- (3) Blueprinting services;
- (4) Catalogue services;
- (5) Check cashing/Cash Advance/Money Wire;
- (6) Driver's license (no road test);
- (7) Driving school (classroom only);
- (8) Garden supply stores;
- (9) Home improvement centers;
- (10) Locksmiths;
- (11) Messenger and delivery services;
- (12) Modeling Agency;
- (13) Moped sales;
- (14) Motion picture; Movie theaters;
- (15) Paint and wallpaper stores;
- (16) Pet supplies and pet groomers;
- (17) Recording studios and radio stations;
- (18) Tanning salons;
- (19) Animal hospitals, veterinarians, kennels and pet shops;
- (20) Automobile parts and accessories store;
- (21) Barbeque Restaurants (Open Air);
- (22) Bonding Companies (Bail);

- (23) Drug/Alcohol Rehabilitation Service, including Residential Detoxification Service;
- (24) Funeral homes;
- (25) Pain Management Clinic;
- (26) Parking garages;
- (27) Psychiatric and Psychological services;
- (28) Residential Detoxification Services;
- (29) Fast food restaurant with drive thru only;
- (30) Service stations as defined in Article II;
- (31) Social Service Agencies

3. **Property Development; Limitation on Building Height.** No buildings or structures constructed on the Property shall exceed a height of ten (10) stories and one hundred thirty feet (130'), including rooftop equipment which shall be screened.

4. **Term of Covenant.** This voluntary covenant on the part of Owner shall remain in full force and effect and shall be binding upon Owner, its successors and assigns, in perpetuity unless modified or released by the City Council of the City of North Miami Beach.

5. **Inspection and Enforcement.** It is understood and agreed that any official inspector of the City may have the right at any time during normal business hours to determine whether the conditions of this Declaration are being complied with. This enforcement provision shall be in addition to any remedies available under law.

6. **Amendment.** This Declaration shall not be modified, amended or released as to any portion of the Property except by written instrument, executed by the then owner or owners of the Property and approved, in writing, by the City Council of the City of North Miami Beach. The City Council of the City of North Miami Beach shall execute a written instrument effectuating and acknowledging such modification, amendment or release. Any amendment, modification or release of this Declaration shall be recorded in the Public Records of Miami-Dade County, Florida.

7. **Severability.** Invalidation of any one of these covenants by judgment of a court of competent jurisdiction shall not affect any of the other provisions of this Declaration, which shall remain in full force and effect.

8. **Recording.** This Declaration shall be filed of record among the Public Records of Miami-Dade County, Florida at the cost of the Owner within ten (1) days of approval and a recorded copy given to the City within thirty (30) days of its recording.

9. **Effective Date.** This Declaration shall become effective upon its recordation in the Public Records of Miami-Dade County and shall constitute a covenant running with the title to the Property and shall be binding upon the Owner, its successors and assigns.

10. **Automatic Termination and Reversal.** This Declaration and the re-zoning of the Property to the B-2 zoning district shall terminate and the Property shall automatically revert back to its prior zoning designation should Owner fail to file an application with the City for site plan approval showing a hotel use within nine (9) months of the Effective Date. Furthermore, if reverted back to its prior zoning designation, Owners agree that the approval of 2012-8 re-designating the Future Land Use designation of the Property located at 17400 West Dixie Highway from Residential High to Business, will become null and void.

IN WITNESS WHEREOF, the undersigned has executed this Declaration on this _____ day of _____, 2012.

Signed, sealed and delivered in the presence
of:

Signature

Printed Name

Signature

Printed Name

BRAHA DIXIE, LLC, a Florida limited liability company

By: _____
Its: Managing Member

STATE OF FLORIDA :

COUNTY OF BROWARD :

I HEREBY CERTIFY that on this day, before me, an officer duly qualified to take acknowledgments, personally appeared _____ as Managing Member of Braha Dixie, LLC, a Florida limited liability company, to me known to be the person described in or who produced _____ as identification and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 2012.

Signature of Notary or Officer

Notarial Seal (stamped in black ink)

OR

Printed Name of Notary Public

State of Florida Commission Number:

EXHIBIT "I"

[Legal Description of Property]

LOT 1, 2, 3, 4, & 5, LEADER SUBDIVISION, ACCORDING TO
THE PLAT THEREOF AS RECORDED IN PLAT BOOK 82 AT PAGE
17 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.



City of North Miami Beach
17011 NE 19 Avenue
North Miami Beach, FL 33162
305-947-7581
www.citynmb.com

MEMORANDUM

 Print

TO: Mayor and City Council
FROM: Darcee S. Siegel, City Attorney
DATE: Tuesday, September 4, 2012

RE: Ordinance No. 2012-15 - Second and Final Reading (City Attorney Darcee S. Siegel)

BACKGROUND: None.
RECOMMENDATION: Approval.
FISCAL IMPACT: None.
CONTACT PERSON(S): Darcee S. Siegel, City Attorney

ATTACHMENTS:

- [Ordinance 2012-15](#)
- [City Seal](#)

ORDINANCE NO. 2012-15

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, DESIGNATING THE OFFICIAL MUNICIPAL SEAL AND ADOPTING THE PROVISIONS OF SECTION 165.043 OF THE FLORIDA STATUTES; PROVIDING FOR THE REPEAL OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE CODIFICATION OF THIS ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on June 20, 2000, for the new millennium and to honor the 21st Century, the Mayor and City Council of the City of North Miami Beach passed Resolution R2000-26 adopting a new city seal (a copy of such is attached hereto as Exhibit "A"); and

WHEREAS, it has come to the City's attention that a business in North Miami Beach has been using the City's Seal in its advertising without the express approval of the City; and

WHEREAS, pursuant to Section 165.043, the manufacturing, use, display or other employment of any facsimile or reproduction of a city seal, except by City officials or employees in the performance of their official duties, without the express approval of the governing body is a second degree misdemeanor; and

WHEREAS, by designating the City's seal as its official seal and adopting the provisions of Section 165.043, Florida Statutes, the City will prohibit the misuse of the City's seal, adhere to truth in advertising, and not mislead businesses or citizens throughout the State; and

WHEREAS, the Mayor and City Council recognize the importance and embrace the transparency of only allowing City officials and City employees, in the performance of their official duties, to use the city seal.

ORDINANCE NO. 2012-15

NOW, THEREFORE,

BE IT ORDAINED by the City Council of the City of North Miami Beach, Florida that:

Section 1. The foregoing recitals are true and correct.

Section 2. Article VIII, Section 2-73, of the Code of Ordinances of the City of North Miami Beach, shall be created as follows:

Article VIII City Seal

Section 2-73. Use of Official City Seal Prohibited.

A. It shall be unlawful for any person or company to manufacture, use, or display any facsimile or reproduction of the City seal, except by City officials or employees in the performance of their official duties, without the express approval of the City Council.

B. Penalty. Any violation of manufacturing, using or displaying the City seal as outlined in Section A shall be punishable as provided in Sections 775.082 or 775.083 of Florida Statutes and shall be a second degree misdemeanor.

Section 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 4. If any section, subsection, clause or provision of this Ordinance is held invalid, the remainder shall not be affected by such invalidity.

Section 5. It is the intention of the City Council of the City of North Miami Beach and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of North Miami Beach, Florida. The Sections of this Ordinance may be renumbered or relettered to accomplish this intention and the word “Ordinance” may be changed to “Section”, “Article” or other appropriate word as the codifier may deem fit.

APPROVED BY TITLE ONLY on first reading this 7th day of August, 2012.

APPROVED AND ADOPTED on second reading this ____ day of September, 2012.

ATTEST:

PAMELA L. LATIMORE
CITY CLERK

(CITY SEAL)

GEORGE VALLEJO
MAYOR

APPROVED AS TO FORM

DARCEE S. SIEGEL
CITY ATTORNEY

Sponsored by: Mayor and City Council

ORDINANCE NO. 2012-15



"EXHIBIT A"



City of North Miami Beach
17011 NE 19 Avenue
North Miami Beach, FL 33162
305-947-7581
www.citynmb.com

MEMORANDUM

 **Print**

TO: Mayor and City Council
FROM: Mayor George Vallejo
DATE: Tuesday, September 4, 2012

RE: Ordinance No. 2012-17 - Second and Final Reading (City Attorney Darcee S. Siegel)

BACKGROUND:

RECOMMENDATION: Approval is recommended.

FISCAL IMPACT:

CONTACT PERSON(S): Mayor George Vallejo
Darcee S. Siegel, City Attorney

ATTACHMENTS:

 [Ordinance 2012-17](#)

ORDINANCE NO. 2012-17

AN ORDINANCE AMENDING CHAPTER 12, ARTICLE II, OF THE CODE OF THE ORDINANCES OF THE CITY OF NORTH MIAMI BEACH ENTITLED "ALCOHOLIC BEVERAGES" BY AMENDING SECTION 12-2.2, SUBSECTION c.1-5, TO REQUIRE A TWELVE-MONTH WAITING PERIOD AFTER THE DENIAL OF A 4:00 A.M. TO 6:00 A.M. EXTENDED LICENSE PRIOR TO A SUBSEQUENT APPLICATION FOR THE EXTENDED LICENSE; PROVIDING FOR THE REPEAL OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE CODIFICATION OF THIS ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in order to operate a business in the City of North Miami Beach during the hours from 4:00 a.m. to 6:00 a.m., the business must obtain an extended license from the City Council; and

WHEREAS, all too often, businesses in the City applying for a 4:00 a.m. - 6:00 a.m. extended license are denied and repeatedly appear before the City Council until the Council ultimately approves the license; and

WHEREAS, without any changed circumstances, applicants continuously and repeatedly appear before City Council and request an extended license; and

WHEREAS, the Code of Ordinances already has an appeal process in place should an extended license be denied; and

WHEREAS, the Mayor and City Council believe that requiring a twelve-month waiting period after the denial of a 4:00 a.m. - 6:00 a.m. extended license prior to a subsequent application for the extended license will be consistent with other denial procedures outlined in the City Code.

NOW, THEREFORE,

ORDINANCE NO. 2012-17

BE IT ORDAINED by the City Council of the City of North Miami Beach, Florida that.

Section 1. The foregoing recitals are true and correct.

Section 2. Section 12-2.2 c.1-5 of the Code of Ordinances of the City of North Miami Beach is hereby amended as follows:

**Section 12-2.2 Permitted Days and Hours of Sale - Sunday Restrictions;
Hotels and Nightclubs.**

c.1. Upon application by a holder of a business tax receipt for a business tax receipt to further extend hours, and after an investigation and report by the Chief of Police to the City Council, the City Council shall have the authority, in its discretion, to further extend the hours of a distributor or vendor of alcoholic beverages from 4:00 a.m. to 6:00 a.m.

2. The issuance of the business tax receipt for the extension of hours from 2:00 a.m. to 4:00 a.m. shall be obtained prior to applying for a business tax receipt to extend hours from 4:00 a.m. to 6:00 a.m.

3. Upon the denial of an application for an extension of hours business tax receipt, a period of twelve (12) months must run prior to the filing of a subsequent application relating to the subject business.

24. Upon approval by the City Council for a 4:00 a.m. - 6:00 a.m. business tax receipt, the initial license shall be issued for a six (6) month period at a non-refundable fee of one-half the annual fee. The applicant shall not be entitled to the return of any application fee should the 4:00 a.m. - 6:00 a.m. business tax receipt be denied.

35. Thereafter, upon approval by the City Council, a business tax receipt for extended hours shall be issued for a non-refundable fee subject to annual review before the issuance of the yearly business tax receipt by the City Council and a satisfactory report from the Chief of Police, as follows:

Class A: One thousand fifty (\$1,050.00) dollars per year.

Class B: Three thousand one hundred fifty (\$3,150.00) dollars per year.

Class C: Six thousand three hundred (\$6,300.00) dollars per year.

Section 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 4. If any section, subsection, clause or provision of this Ordinance is held invalid the remainder shall not be affected by such invalidity.

Section 5. It is the intention of the City Council of the City of North Miami Beach and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of North Miami Beach, Florida. The Sections of this Ordinance may be renumbered or relettered to accomplish this intention and the word "Ordinance" may be changed to "Section", "Article" or other appropriate word as the codifier may deem fit.

APPROVED BY TITLE ONLY on first reading this 7th day of August, 2012.

APPROVED AND ADOPTED on second reading this ___ day of September, 2012.

ATTEST:

PAMELA L. LATIMORE
CITY CLERK
(CITY SEAL)

GEORGE VALLEJO
MAYOR

APPROVED AS TO FORM

DARCEE S. SIEGEL
CITY ATTORNEY

Sponsored by: Mayor George Vallejo
City Council



City of North Miami Beach
17011 NE 19 Avenue
North Miami Beach, FL 33162
305-947-7581
www.citynmb.com

MEMORANDUM

 Print

TO: Mayor and City Council
FROM: Mayor George Vallejo
DATE: Tuesday, September 4, 2012

RE: Ordinance 2012-18 - Second and Final Reading (City Attorney Darcee S. Siegel)

BACKGROUND: On April 5, 1994, the City Council passed Ordinance No. 94-6 creating a B-5 Distribution Business and Medium Industrial District, requiring that adult entertainment establishments be a permitted use in that District only within the City of North Miami Beach. There are currently three adult entertainment businesses within the City providing total nude dancing and dealing in alcoholic beverages. While the City has failed to enforce its laws regarding nude dancing within adult entertainment establishments dealing with alcoholic beverages, such businesses have proven to be good corporate citizens. The Mayor and Council believe that yearly license renewals are the best manner in which to regulate the activities occurring at adult entertainment establishments. The Mayor and Council have found that there has been no adverse effect upon the quality of life in the City of North Miami Beach by allowing the sale, dispensing, serving or consumption of alcoholic beverages within adult entertainment establishments.

RECOMMENDATION: Approval is recommended.

FISCAL IMPACT:

CONTACT PERSON(S): Mayor George Vallejo
Darcee S. Siegel, City Attorney

ATTACHMENTS:

▣ [Ordinance 2012-18](#)

ORDINANCE NO. 2012-18

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL AMENDING CHAPTER XII OF THE CODE OF ORDINANCES OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, ENTITLED "LOCAL BUSINESS TAX RECEIPTS AND REGULATIONS" BY AMENDING SECTION 12-2.12 ENTITLED "NUDITY; SEXUAL CONDUCT PROHIBITED"; AND AMENDING CHAPTER XIII OF THE CODE OF ORDINANCES OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, ENTITLED "ADULT ENTERTAINMENT CODE" BY AMENDING SECTIONS 13-43 AND 13-49(D) ENTITLED "PROSCRIPTIONS WHERE ALCOHOLIC BEVERAGES ARE SOLD, DISPENSED OR PERMITTED AND WHERE FOOD OR BEVERAGES ARE SOLD OR DISPENSED" AND "ENGAGED IN PROHIBITED ACTIVITY", RESPECTIVELY, BY REMOVING THE PROHIBITION OF THE SALE, DISPENSING, SERVING OR CONSUMPTION OF ALCOHOLIC BEVERAGES IN ADULT ENTERTAINMENT BUSINESSES AND FOLLOWING STATE LAW AS TO PROHIBITED ACTIVITY BY REMOVING THE PROHIBITION OF STRADDLE DANCES AND PRIVATE PERFORMANCES IN ADULT ENTERTAINMENT BUSINESSES; PROVIDING FOR THE REPEAL OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE CODIFICATION OF THIS ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on April 5, 1994, the City Council passed Ordinance No. 94-6 creating a B-5, Distribution Business and Medium Industrial District, requiring that adult entertainment establishments be a permitted use in that District only within the City of North Miami Beach; and

WHEREAS, while the two existing adult entertainment establishments at that time, Solid Gold and Miami Gold, were grandfathered in as a non-conforming use, they were subject to all other provisions of the City of North Miami Beach's Code of Ordinances; and

WHEREAS, there are currently three adult entertainment businesses within the City of North Miami Beach providing total nude dancing and dealing in alcoholic beverages; and

WHEREAS, while the current City law prohibits such activity, it has come to the City's attention that all of the adult entertainment businesses in the City have not been operating in accordance with current City ordinance; and

WHEREAS, while the City has failed to enforce its laws regarding nude dancing within adult entertainment establishments dealing with alcoholic beverages, such businesses have proven to be good corporate citizens; and

WHEREAS, the Mayor and City Council believe that yearly license renewals are the best manner in which to regulate the activities occurring at adult entertainment establishments; and

WHEREAS, the Mayor and City Council have found that there has been no adverse effect upon the quality of life in the City of North Miami Beach by allowing the sale, dispensing, serving or consumption of alcoholic beverages within adult entertainment establishments.

NOW, THEREFORE,

BE IT ORDAINED by the City Council of the City of North Miami Beach, Florida that:

Section 1. The foregoing recitals are true and correct.

Section 2. Section 12-2.12 of Chapter XII of the Code of Ordinances of the City of North Miami Beach is hereby amended as follows:

12-2.12 Nudity; Sexual Conduct Prohibited.

~~a. No person shall expose to public view his or her genitals, pubic area, vulva, anus, anal cleft or cleavage or buttocks or any simulation thereof in an establishment dealing in alcoholic beverages.~~

~~b. No female person shall expose to public view any portion of her breasts below the top of the areola or any simulation thereof in an establishment dealing in alcoholic beverages.~~

~~e. No person maintaining, owning, or operating an establishment dealing in alcoholic beverages shall suffer or permit any person to expose to public view his or her genitals, pubic area, vulva, anus, anal cleft or cleavage or buttocks or simulation thereof within the establishment dealing in alcoholic beverages.~~

~~d. No person maintaining, owning, or operating an establishment dealing in alcoholic beverages shall suffer or permit any female person to expose to public view any portion of her breasts below the top of the areola or any simulation thereof within the establishment dealing in alcoholic beverages.~~

e. No person shall engage in and no person maintaining, owning, or operating an establishment ~~dealing in alcoholic beverages~~ adult entertainment establishment shall suffer or permit any sexual intercourse, masturbation, sodomy, bestiality, oral copulation, flagellation, any sexual act which is prohibited by law, touching, caressing or fondling of the breasts, buttocks, anus or genitals or the simulation thereof within ~~an~~ that establishment. ~~dealing in alcoholic beverages.~~

~~f. No person shall cause and no person maintaining, owning or operating an establishment dealing in alcoholic beverages shall suffer or permit the exposition of any graphic representation, including pictures or the projection of film, which depicts human genitals, pubic area, vulva, anus, anal cleft or cleavage, buttocks, female breasts below the top of the areola, sexual intercourse, masturbation, sodomy, bestiality, oral copulation, flagellation, any sexual act prohibited by law, touching, caressing or fondling of the breasts, buttocks, anus, or genitals, or any simulation thereof within any establishment dealing in alcoholic beverages. (1957 Code § 4-18; Ord. No. 89-5 § 2, 8-15-89)~~

Section 3. Section 13-43 of Chapter XIII of the Code of Ordinances of the City of North Miami Beach, is hereby amended as follows:

13-43 Proscriptions where Alcoholic Beverages are Sold, Dispensed or Permitted and where Food or Beverages are Sold or Dispensed.

(a) The human genitals or pubic region, the areola of the female breast, and the cleavage of the human buttocks shall not be

displayed or exposed on a licensed premises where alcoholic beverages are sold, dispensed or permitted, unless the premises has a valid City adult entertainment license.

(b) It shall be unlawful for any employee to exhibit specified anatomical areas while selling or dispensing any form of food or beverage unless the premises has a valid City adult entertainment license. ~~The provisions of this chapter are in addition to and not in place of the provisions of subsection 17-5.10 of the Code of Ordinances.~~ (Ord. No. 94-9 §2A-43, 4-5-94)

Section 4. Section 13-49 of Chapter XIII of the Code of Ordinances of the City of North Miami Beach is hereby amended as follows:

13-49 Engaging in Prohibited Activity.

It shall be unlawful for any employee of an adult entertainment establishment, regardless of whether it is licensed under this Code:

~~a. To engage in a straddle dance with a person at the establishment.~~

~~b. To contract or otherwise agree with a person to engage in a straddle dance with a person at the establishment;~~

~~e. a.~~ To engage in any specified sexual activity at the establishment.

~~d. b.~~ To ~~where the employee knows or should know that alcoholic beverages are sold, offered for sale, or consumed,~~ display or expose at the establishment ~~less than completely and opaquely covered human genitals or pubic region, less than completely and opaquely covered cleavage of the human buttocks, less than completely and opaquely covered areola and nipple of the human female breast, or human male genitals in a discernibly turgid state, even if completely and opaquely covered.~~ human male or female genitals when in a state of sexual stimulation or uncovered human genitals or pubic region in a lewd or lascivious manner.

~~e. c.~~ To engage in the display or exposure of any specified anatomical area while simulating any specified sexual activity with any other person at the establishment, including with another employee;

~~f. To engage in a private performance;~~

~~g. d.~~ To, while engaged in the display or exposure of any specified anatomical area, intentionally touch any person at the adult entertainment establishment, excluding another employee; or

~~h. e.~~ To touch the clothed or unclothed body of any person at the adult entertainment establishment, excluding another employee, at any point below the waist and above the knee of the person or to touch the clothed or unclothed breast of any female person.(Ord. No. 94-9 § 2A-49, 4-5-94)

Section 5. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 6. If any section, subsection, clause or provision of this ordinance is held invalid the remainder shall not be affected by such invalidity.

Section 7. It is the intention of the City Council of the City of North Miami Beach and it is hereby ordained that the provisions of the Ordinance shall become and be made a part of the Code of Ordinances of the City of North Miami Beach, Florida. The Sections of this Ordinance may be renumbered or relettered to accomplish this intention and the word “Ordinance” may be changed to “Section”, “Article” or other appropriate word as codifier may deem fit.

APPROVED BY TITLE-ONLY on first reading this **21st day of August, 2012.**

APPROVED AND ADOPTED on second reading this **___ day of September, 2012.**

ATTEST:

PAMELA L. LATIMORE
CITY CLERK

GEORGE VALLEJO
MAYOR

APPROVED AS TO FORM:

DARCEE S. SIEGEL
CITY ATTORNEY

Sponsored by: Mayor George Vallejo
City Council