

MIAMI BEACH

City Commission Meeting SUPPLEMENTAL MATERIAL 1

City Hall, Commission Chambers, 3rd Floor, 1700 Convention Center Drive
January 13, 2016

Mayor Philip Levine
Commissioner John Elizabeth Alemán
Commissioner Ricky Arriola
Commissioner Kristen Rosen Gonzalez
Commissioner Michael Grieco
Commissioner Joy Malakoff
Commissioner Micky Steinberg

City Manager Jimmy L. Morales
City Attorney Raul J. Aguila
City Clerk Rafael E. Granado

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ATTENTION ALL LOBBYISTS

Chapter 2, Article VII, Division 3 of the City Code of Miami Beach entitled "Lobbyists" requires the registration of all lobbyists with the City Clerk prior to engaging in any lobbying activity with the City Commission, any City Board or Committee, or any personnel as defined in the subject Code sections. Copies of the City Code sections on lobbyists laws are available in the City Clerk's office. Questions regarding the provisions of the Ordinance should be directed to the Office of the City Attorney.

SUPPLEMENTAL AGENDA

R5 - Ordinances

- R5N An Ordinance Amending Chapter 30 Of The Miami Beach City Code, Entitled "Code Enforcement," By Amending Article II, Entitled "Special Master," By Amending Section 30-37, Entitled "Terms Of Office; Compensation"; By Amending The Compensation Of The Special Master(s); Providing For Codification, Repealer, Severability, And An Effective Date. **First Reading**
(Sponsored by Michael Grieco)
(Legislative Tracking: Office of the City Attorney)
(Memorandum & Ordinance)
- R5S An Ordinance Amending The Code Of The City Of Miami Beach, Subpart B, Entitled "Land Development Regulations," Of Chapter 142, Entitled "Zoning Districts And Regulations," By Amending Division 2, Entitled "Accessory Uses"; By Amending Section 142-905, Entitled "Permitted Accessory Uses In Single-Family Districts," By Increasing The Monetary Fines For Violations Of Subsection (b)(5); By Amending Article IV, Entitled "Supplementary District Regulations," By Amending Division 3, Entitled "Supplementary Use Regulations," By Amending Section 142-1111, Entitled "Short-Term Rental Of Apartment Units Or Townhomes," By Increasing The Monetary Fines For Violations Of Subsection 142-1111(a), (b) And (c); And Providing For Repealer, Severability, Codification, And An Effective Date. **First Reading**
(Sponsored by Mayor Philip Levine)
(Legislative Tracking: Office of the City Attorney)
(Memorandum & Ordinance)

R9 - New Business and Commission Requests

- R9T Motion To Reconsider Vote On Agenda Item R7C From December 16, 2015 City Commission Meeting (Re: South Beach Component Of The Direct Connect Transit Project).
(Sponsored by Commissioner Kristen Rosen Gonzalez)
(Memorandum)



MIAMI BEACH

OFFICE OF THE CITY ATTORNEY

RAUL AGUILA, CITY ATTORNEY

COMMISSION MEMORANDUM

**TO: MAYOR PHILIP LEVINE
MEMBERS OF THE CITY COMMISSION
JIMMY L. MORALES, CITY MANAGER**

FROM: RAUL J. AGUILA, CITY ATTORNEY

DATE: JANUARY 13, 2016

SUBJECT: AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING CHAPTER 30 OF THE MIAMI BEACH CITY CODE, ENTITLED "CODE ENFORCEMENT," BY AMENDING ARTICLE II, ENTITLED "SPECIAL MASTER," BY AMENDING SECTION 30-37, ENTITLED "TERMS OF OFFICE; COMPENSATION"; BY AMENDING THE COMPENSATION OF THE SPECIAL MASTER(S); AND PROVIDING FOR CODIFICATION, REPEALER, SEVERABILITY, AND AN EFFECTIVE DATE.

This Ordinance amendment is sponsored by Commissioner Michael Grieco. The proposed Ordinance amendment provides an increase to the hourly compensation amount for those Special Masters appointed by the Chief Special master. The hourly rate will be adjusted to \$150.00 (a \$50.00 per hour increase), and thus reflects the current prevailing rates for other governmental agencies within Miami-Dade County that employ such Special Masters.

It is anticipated that this ordinance amendment will serve to represent a more realistic and equitable compensation amount for the City's Special Masters.

RA/AB/sc

ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING CHAPTER 30 OF THE MIAMI BEACH CITY CODE, ENTITLED "CODE ENFORCEMENT," BY AMENDING ARTICLE II, ENTITLED "SPECIAL MASTER," BY AMENDING SECTION 30-37, ENTITLED "TERMS OF OFFICE; COMPENSATION"; BY AMENDING THE COMPENSATION OF THE SPECIAL MASTER(S); PROVIDING FOR CODIFICATION, REPEALER, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City of Miami Beach Code of Law and Ordinances are issued by the City's regulatory departments, and are heard by the City's Chief Special Master and his appointed Special Masters; and

WHEREAS, the Chief Special Master appoints those Special Masters to hear these various code violations, and are compensated pursuant to the hourly rate set forth in Section 30-37 of the City Code; and

WHEREAS, the hourly rate of compensation has not been appropriately adjusted since 1996, and does not reflect the correct reasonable prevailing rates in Miami-Dade County Florida; and

WHEREAS, the hourly rate of compensation should be adjusted to reflect the prevailing rate of \$150.00 per hour.

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AS FOLLOWS:

SECTION 1. That Chapter 30, "Code Enforcement," Article II, "Special Master," Section 30-37, entitled, "Terms of office; compensation"; of the Code of the City of Miami Beach, Florida, is hereby established, as follows:

Chapter 30. CODE ENFORCEMENT

* * *

Article II. Special Master

* * *

Sec. 30-37. Terms of office; compensation.

- (a) The chief special master shall be appointed for a term of six months and shall receive an hourly rate of compensation in accordance with reasonable prevailing rates for chief special masters and retired circuit court judges in the county as determined by the city manager.
- (b) Other special masters shall be appointed for a term of six months and shall receive compensation at the base rate of ~~\$100.00~~ \$150.00 per hour with a maximum payment of ~~\$500.00~~ \$750.00 per hearing session.

* * *

SECTION 2. CODIFICATION.

It is the intention of the Mayor and City Commission of the City of Miami Beach, and it is hereby ordained that the provisions of this ordinance shall become and be made part of the Code of the City of Miami Beach, Florida. The sections of this ordinance may be renumbered or re-lettered to accomplish such intention, and the word "ordinance" may be changed to "section," "article," or other appropriate word.

SECTION 3. REPEALER.

All ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

SECTION 4. SEVERABILITY.

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

SECTION 5. EFFECTIVE DATE.

This Ordinance shall take effect upon adoption.

PASSED AND ADOPTED this _____ day of _____, 2016.

ATTEST:

PHILIP LEVINE, MAYOR

RAFAEL GRANADO, CITY CLERK

Underscore denotes new language
~~Strike-through~~ denotes deleted language

(Sponsored by Commissioner Michael Grieco)

**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**

Dan C. Gill 1-6-16
City Attorney Date
AB

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MIAMI BEACH

OFFICE OF THE CITY ATTORNEY

RAUL AGUILA, CITY ATTORNEY

COMMISSION MEMORANDUM

**TO: MAYOR PHILIP LEVINE
MEMBERS OF THE CITY COMMISSION
JIMMY L. MORALES, CITY MANAGER**

FROM: RAUL J. AGUILA, CITY ATTORNEY

DATE: JANUARY 13, 2016

SUBJECT: AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE CODE OF THE CITY OF MIAMI BEACH, SUBPART B, ENTITLED "LAND DEVELOPMENT REGULATIONS," OF CHAPTER 142, ENTITLED "ZONING DISTRICTS AND REGULATIONS," BY AMENDING DIVISION 2, ENTITLED "ACCESSORY USES"; BY AMENDING SECTION 142-905, ENTITLED "PERMITTED ACCESSORY USES IN SINGLE-FAMILY DISTRICTS," BY INCREASING THE MONETARY FINES FOR VIOLATIONS OF SUBSECTION (b)(5); BY AMENDING ARTICLE IV, ENTITLED "SUPPLEMENTARY DISTRICT REGULATIONS," BY AMENDING DIVISION 3, ENTITLED "SUPPLEMENTARY USE REGULATIONS," BY AMENDING SECTION 142-1111, ENTITLED "SHORT-TERM RENTAL OF APARTMENT UNITS OR TOWNHOMES," BY INCREASING THE MONETARY FINES FOR VIOLATIONS OF SUBSECTION 142-1111(a), (b) AND (c); AND PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

Mayor Philip Levine has proposed an ordinance amendment to Section 142-905(5) and 142-1111 of the Miami Beach Code, which will modify the existing fine schedules in both Ordinances by substantially increasing the monetary fines.

The increased fine amounts are an important public policy component that will ensure the City's residents to the quiet enjoyment of their single and multifamily residences, and to make certain that the character and value of the residential neighborhoods and residences are protected and properly preserved. The City has a substantial interest in maintaining the aesthetics, character and tranquility of its residential neighborhoods, in conjunction with regulating the flow of traffic, which this Ordinance amendment directly advances these important governmental interests. This amendment will prohibit the unscrupulous conduct of those persons seeking to financial exploit the rental of single and multi-family residences, thereby creating adverse living conditions for the City residents that results in excessive number of guests, vehicle and noise that tragically impact these quiet residential communities.

The amendment to this Land Development Regulation must be presented to the Planning Board, and the Mayor and City commission must have this matter transmitted to the Planning Board for their review on January 26, 2016.

RA/AB/sc

ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE CODE OF THE CITY OF MIAMI BEACH, SUBPART B, ENTITLED "LAND DEVELOPMENT REGULATIONS," OF CHAPTER 142, ENTITLED "ZONING DISTRICTS AND REGULATIONS," BY AMENDING DIVISION 2, ENTITLED "ACCESSORY USES"; BY AMENDING SECTION 142-905, ENTITLED "PERMITTED ACCESSORY USES IN SINGLE-FAMILY DISTRICTS," BY INCREASING THE MONETARY FINES FOR VIOLATIONS OF SUBSECTION (b)(5); BY AMENDING ARTICLE IV, ENTITLED "SUPPLEMENTARY DISTRICT REGULATIONS," BY AMENDING DIVISION 3, ENTITLED "SUPPLEMENTARY USE REGULATIONS," BY AMENDING SECTION 142-1111, ENTITLED "SHORT-TERM RENTAL OF APARTMENT UNITS OR TOWNHOMES," BY INCREASING THE MONETARY FINES FOR VIOLATIONS OF SUBSECTION 142-1111(a), (b) AND (c); AND PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, the Land Development Regulations ("LDRs") restrict single-family and multi-family residential properties to residential and compatible uses; and

WHEREAS, the rental of single-family residential properties in districts zoned RS-1, RS-2, RS-3 and RS-4 ("Single Family Residential Homes") for periods of less than six months and one day is prohibited; and

WHEREAS, single and multi-family residences used on a transient basis, creates excessive numbers of guests, vehicles and noise, causing inappropriate adverse impacts on the surrounding residences and residential neighborhood; and

WHEREAS, the City has a substantial interest in maintaining the aesthetics, character and tranquility of its residential neighborhoods, as well as in regulating traffic flow, and these amendments directly advances these interests by serving a narrowly tailored interest of the City; and

WHEREAS, the Mayor and City Commission finds that a substantial increase in the monetary fines for these prohibited conduct is consistent with and further the public health, safety and welfare of the City and its residents; and

WHEREAS, this increase in the monetary fine amounts for prohibited transient rentals in single-family districts and transient rental of apartment units or townhomes, are hereby adopted to accomplish the above objectives.

NOW, THEREFORE, BE IT DULY ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AS FOLLOWS:

SECTION 1. That Division 2, entitled "Accessory Uses," of Article IV, entitled "Supplementary District Regulations," of Chapter 142, entitled "Zoning Districts and Regulations," of the Code of the City of Miami Beach, Florida is hereby amended as follows:

Chapter 142
ZONING DISTRICTS AND REGULATIONS

* * *

ARTICLE IV. SUPPLEMENTARY DISTRICT REGULATIONS

* * *

DIVISION 2. ACCESSORY USES

* * *

Sec. 142-905. Permitted accessory uses in single-family districts.

- (a) Generally. Permitted accessory uses in single-family districts are those uses which are customarily associated with single-family houses such as, but not limited to, decks, swimming pools, spas, ornamental features, tennis courts. However, in no instance shall landing or storage areas for a helicopter, or other aircraft, be permitted as an accessory use. The planning and zoning director may allow other accessory uses if the director finds after consultation with the chairman of the planning board that they will not adversely affect neighboring properties, based upon the criteria listed in section 142-901. Appeal of the director's decision is to the board of adjustment pursuant to chapter 118, article VIII.
- (b) Permitted accessory uses. The following are permitted accessory uses in single-family districts:
 - (1) Day care facilities for the care of children are permitted if the following mandatory criteria are met:
 - a. A family day care facility shall be allowed to provide care for one of the following groups of children:
 - 1. A family day care home may care for a maximum of five preschool children from more than one unrelated family and a maximum of five elementary school siblings of the preschool children in care after school hours. The maximum number of five preschool children includes preschool children in the home and preschool children received for day care who are not related to the resident caregiver. The total number of children in the home may not exceed ten under this subsection.
 - 2. When the home is licensed and provisions are made for substitute care, a family day care home may care for a maximum of five preschool children from more than one unrelated family, a maximum of three elementary school siblings of the preschool children in care after school hours, and a maximum of two elementary school children unrelated to the preschool children in care after school hours. The maximum number of five preschool children includes preschool children in the home and preschool children received for day care who are not related to the resident caregiver. The total number of children in the home may not exceed ten under this subsection.
 - 3. When the home is licensed and provisions are made for substitute care, a family day care home may care for a maximum number of seven elementary school children from more than one unrelated family in care after school hours. Preschool children shall not be in care in the home. The total number of elementary school children in the home may not exceed seven under this subsection.

- b. Signs on the property advertising the day care facility are prohibited.
 - c. The family day care facility complies with all applicable requirements and regulations of the state department of children and family services and the city's police, fire and building services departments. All of the South Florida Building Code, city property maintenance standards and fire prevention and safety code violations shall be corrected prior to the issuance of a city occupational license.
 - d. Play area shall only be located in the rear yard and equipment shall be limited to three pieces of equipment.
 - e. Day care is prohibited on Sundays.
 - f. The building shall maintain the external appearance of a single-family home.
 - g. Site plan shall be approved by the planning and zoning director. The plan shall include landscaping and a permitted wall or fencing enclosing the rear yard.
 - h. Family day care facilities shall not be located within 400 feet of another such facility; except that this restriction shall not apply to state-licensed family day care homes as defined in F.S. § 402.302(5).
- (2) The planning and zoning director may approve a second set of cooking facilities if the residence contains at least 3,600 square feet of floor area and the arrangement of such facilities or conditions at the property shall not result in the creation of an apartment unit. No more than one electric meter shall be placed on the property and that portion of the residence having the second set of cooking facilities shall not be rented. Appeal of the director's decision shall be to the board of adjustment.
- (3) Guest/servants quarters.
- (4) Home based business office, as provided in section 142-1411.
- (5) Leases of single-family homes to a family (as defined in section 114-1) for not less than six months and one day, including extensions for lesser periods of leases permitted under this subsection to original leaseholders.
- a.—The advertisement, as defined in section 142-109(b), of single-family homes for a period of less than six months and one day shall not be permitted for single-family districts. and shall be a violation of this section 142-905(b)(5).

b-a. Enforcement.

1. Violations of subsection 142-905(5)a- shall be subject to the following fines. The special master shall not waive or reduce fines set by this section.
 - A. If the violation is the first violation: ~~\$1,500.00~~ \$10,000.00
 - B. If the violation is the second violation within the preceding ~~12~~ 24 months: ~~\$3,000.00~~ \$15,000.00
 - C. If the violation is the third violation within the preceding ~~12~~ 24 months: ~~\$5,000.00~~ \$20,000.00
 - D. If the violation is the fourth violation within the preceding ~~12~~ 24 months: ~~\$7,500.00~~ \$25,000.00
 - e. If the violation is the fifth or greater violation within the preceding ~~12~~ 24 months: ~~\$10,000.00~~ \$30,000.00

Fines for repeat violations by the same offender shall increase regardless of locations.

2. In addition to or in lieu of the foregoing, the city may seek an injunction by a court of competent jurisdiction to enforce compliance with or to prohibit the violation of this section.
3. Any code compliance officer may issue notices for violations of this section 142-905(5). Violations shall be issued to the owner, manager, real estate broker or agent, or authorized agent, or any other individual or entity that participates in or facilitates the violation of this section 142-905(5). In the event the record owner of the property is not present when the violation occurred or notice of violation issued, a copy of the violation shall be served by certified mail on the owner at its mailing address in the property appraiser's records.

SECTION 2. That Division 3, entitled "Supplementary Use Regulations," of Article IV, entitled "Supplementary District Regulations," of Chapter 142, entitled "Zoning Districts and Regulations," of the Code of the City of Miami Beach, Florida is hereby amended as follows:

Chapter 142

ZONING DISTRICTS AND REGULATIONS

* * *

ARTICLE IV. SUPPLEMENTARY DISTRICT REGULATIONS

* * *

DIVISION 3. SUPPLEMENTARY USE REGULATIONS

* * *

Sec. 142-1111. Short-term rental of apartment units or townhomes.

(a) Limitations and prohibitions.

- (1) Unless a specific exemption applies below, the rental of apartment or townhome residential properties in districts zoned RM-1, RM-PRD, RM-PRD-2, RPS-1 and RPS-2, CD-1, RO, R0-3 or TH for periods of less than six months and one day.
- (2) Any advertising or advertisement that promotes the occupancy or use of the residential property for the purpose of holding commercial parties, events, assemblies, gatherings, or the occupancy of a residence for less than six months and one day, as provided herein, or use of the residential premises in violation of this section.

"Advertising" or "advertisement" shall mean any form of communication for marketing or used to encourage, persuade, or manipulate viewers, readers or listeners for the purpose of promoting occupancy of a residential property for the purpose of holding commercial parties, events, assemblies, gatherings, or the occupancy of a residence for less than six months and one day, as provided herein, upon the premises, as may be viewed through various media, including, but not limited to, newspaper, magazines, flyers, handbills television commercial, radio advertisement, outdoor advertising, direct mail, blogs, websites or text messages.

- (3) None of the districts identified below shall be utilized as a hotel.

(b) Previously existing short-term rentals in specified districts. For a period of six months after June 19, 2010, owners of certain properties located in the following districts shall be eligible to apply for approval of a certificate of use permitting short-term rental of apartment and townhome residential units for these properties under the requirements and provisions set forth below.

(1) Eligibility: Properties within the RM-1 and TH zoning districts in the Flamingo Park and Espanola Way Historic Districts. Those properties that can demonstrate a current and consistent history of short-term renting, and that such short-term rentals are the primary source of income derived from that unit or building, as defined by the requirements listed below:

(A) For apartment buildings of four or more units, or for four or more apartment units in one or more buildings under the same City of Miami Beach Resort Tax ("resort tax") account. In order to demonstrate current, consistent and predominant short-term renting, the property must comply with all of the following:

- (i) Have been registered with the city for the payment of resort tax and made resort tax payments as of March 10, 2010; and
- (ii) Have had resort tax taxable room revenue equal to at least 50 percent of total room revenue over the last two-year period covered by such payments; and
- (iii) Have been registered, with the State of Florida as a transient apartment or resort condominium pursuant to Chapter 509, Florida Statutes, as of March 10, 2010.

For properties containing more than one apartment building, eligibility may apply to an individual building satisfying subsections (b)(1)(A)(i)—(iii) above.

(B) For apartment and townhouse buildings of three or less units, or for three or less apartment units in one or more buildings under the same state license. In order to demonstrate current, consistent and predominant short-term renting, the property must:

- (i) Have been registered with the State of Florida as a resort dwelling or resort condominium pursuant to Chapter 509, Florida Statutes, as of March 10, 2010.

(2) Time periods for the districts identified in subsection (b)(1) to apply for short-term rental approvals.

(A) Owners demonstrating compliance with subsection (b)(1) above, shall apply for a certificate of use permitting short-term rental as detailed in subsection 142-1111(f), within a time period of six months from June 19, 2010, or be deemed ineligible to proceed through the process specified herein for legalization of short-term rentals.

(B) Within three months of June 19, 2010, eligible owners shall apply to obtain all necessary approvals to comply with the Florida Building Code, Florida Fire Prevention Code and with all other applicable life safety standards.

(C) Compliance with the applicable requirements of the Florida Building Code and Florida Fire Prevention Code shall be demonstrated by October 1, 2011, or rights to engage in short-term rental under this section shall be subject to restrictions and/or limitations as directed by the building official and/or fire marshal. This subsection shall not prevent these officials from undertaking enforcement action prior to such date.

- (D) Applications under this section may be accepted until 60 days after April 11, 2012, upon determination to the planning director that a government licensing error prevented timely filing of the application.
- (3) Eligibility within the Collins Waterfront Local Historic District. Owners of property located in the Collins Waterfront Local Historic District shall be eligible to apply for approval of a certificate of use permitting short-term rental of apartment and townhome residential units under the requirements and provisions set forth below:
- (A) Only those properties located south of West 24th Terrace shall be eligible for short-term rentals.
 - (B) Only buildings classified as "contributing" in the city's historic properties database shall be eligible for short-term rentals. The building and property shall be fully renovated and restored in accordance with the Secretary of the Interior Guidelines and Standards, as well as the certificate of appropriateness criteria in chapter 118, article X of these Land Development Regulations.
 - (C) The property must have registered with the State of Florida as a transient or condominium pursuant to Chapter 509, Florida Statutes, as of the effective date of this ordinance.
 - (D) The property must have registered with the city for the payment of resort tax and made resort tax payments as of as of the effective date of this ordinance.
 - (E) Short-term rental use shall be based on a single use for the property. No building or property seeking to have short-term rentals will be permitted to have mixed residential uses.
 - (F) Any property seeking to have short-term rental will need to demonstrate that there is on-site management, 24 hours per day, seven days a week.
 - (G) The short-term rental use requires at least a seven-night reservation.
- (4) Time period to apply for short-term rental approvals for those properties located in the Collins Waterfront Architectural District.
- (A) Owners demonstrating compliance with subsection (b)(3), above, shall apply for a certificate of use permitting short-term rental as detailed in subsection 142-1111(e) within a time period of three months from the effective date of this ordinance, or be deemed ineligible to proceed through the process specified herein for legalization of short-term rentals.
 - (B) Within three months of the effective date of this ordinance, eligible owners shall have obtained all the necessary approvals to comply with the Florida Building Code, Florida Fire Prevention Code and with all other applicable life safety standards.
 - (C) Compliance with the applicable requirements of the Florida Building Code and Florida Fire Prevention Code, shall be demonstrated by the effective date of this ordinance, or rights to engage in short-term rental under this section shall be subject to restrictions and/or limitations as directed by the building official and/or fire marshal. This subsection shall not prevent the building or fire departments from undertaking enforcement action prior to such date.
- (5) In the event a building approved for short-term rentals in accordance with subsections (b)(3) and (4), above, is demolished or destroyed, for any reason, the future use of any new or future building on that property shall not be permitted to engage in short-term rentals, nor apply for short-term rental approval.

(c) Regulations. For those properties eligible for short-term rental use as per (b) shall be permitted, provided that the following mandatory requirements are followed:

(1) Approvals required: applications. Owners, lessees, or any person with interest in the property seeking to engage in short-term rental, must obtain a certificate of use permitting short-term rental under this section. The application for approval to engage in short-term rentals shall be on a form provided for that purpose, and contain the contact information for the person identified in subsection (3) below, identify the minimum lease term for which short-term rental approval is being requested, and such other items of required information as the planning director may determine. The application shall be accompanied by the letter or documents described in subsection (9) below, if applicable.

The application for a certificate of use permitting short-term rentals shall be accompanied by an application fee of \$600.00.

(2) Time period. All short-term rentals under this section must be pursuant to a binding written agreement, license or lease. Each such document shall contain, at a minimum: the beginning and ending dates of the lease term; and each lessee's contact information, as applicable. No unit may be rented more frequently than once every seven days.

(3) Contact person. All rentals must be supervised by the owner, manager, or a local and licensed real estate broker or agent or other authorized agent licensed by the city, who must be available for contact on a 24-hour basis, seven days a week, and who must live on site or have a principal office or principal residence located within the districts identified in subsection (b). Each agreement, license, or lease, of scanned copy thereof, must be kept available throughout its lease term and for a period of one year thereafter, so that each such document and the information therein, is available to enforcement personnel. The name and phone number of a 24-hour contact shall be permanently posted on the exterior of the premises or structure or other accessible location, in a manner subject to the review and approval of the city manager or designee.

(4) Entire unit. Only entire apartment units and townhomes, as defined in section 114-1, legally created pursuant to applicable law, may be rented under this section, not individual rooms or separate portions of apartment units or townhomes.

(5) Rules and procedures. The city manager or designee may adopt administrative rules and procedures, including, but not limited to, application and permit fees, to assist in the uniform enforcement of this section.

(6) Signs. No signs advertising the property for short-term rental are permitted on the exterior of the property or in the abutting right-of-way, or visible from the abutting public right-of-way.

(7) Effect of violations on licensure. Approvals shall be issued for a one-year period, but shall not be issued or renewed, if violations on three or more separate days at the unit, or at another unit in any building owned by the same owner or managed by the same person or entity, of this section, issued to the short-term rental licensee were adjudicated either by failure to appeal from a notice of violation or a special master's determination of a violation, within the 12 months preceding the date of filing of the application.

(8) Resort taxes. Owners are subject to resort taxes for rentals under this section, as required by city law.

(9) Association rules. Where a condominium or other property owners' association has been created that includes the rental property, a letter from the association dated not more than 60 days before the filing of the application, stating the minimum rental period and the maximum number of rentals per year, as set forth under the association's governing documents, and confirming that short-term rentals as proposed by the owner's application under subsection (c)(1) above, are not prohibited by the association's governing documents, shall be submitted to the city as part of the application.

(10) Variances. No variances may be granted from the requirements of this section.

(d) Enforcement.

(1) Violations of ~~section~~ Subsections 142-1111(a),(b), or (c) shall be subject to the following fines. The special master ~~may~~ shall not waive or reduce fines set by this section.

A. If the violation is the first violation: ~~\$500.00~~ \$10,000.00.

B. If the violation is the second violation within the preceding ~~12~~ 24 months: ~~\$1,500.00~~ \$15,000.00.

C. If the violation is the third violation within the preceding ~~12~~ 24 months: ~~\$5,000.00~~ \$20,000.00.

D. If the violation is the fourth violation within the preceding ~~12~~ 24 months: ~~\$7,500.00~~ \$25,000.00.

E. ~~If the violation is the fifth or greater violation within the preceding 12 months: suspension or revocation of the certificate of use allowing short-term rental~~ If the violaion is the fifth or greater violation within the preceding 24 months: \$30,000.00 and the suspension or revocation of the certificate of use.

Fines for repeat violations by the same offender shall increase regardless of locations.

(2) In addition to or in lieu of the foregoing, the city may seek an injunction by a court of competent jurisdiction to enforce compliance with or to prohibit the violation of this section.

(3) Any code compliance officer may issue notices for violations of this section, with enforcement of subsection 142-1111(a), and alternative enforcement of subsection 142-1111(b) and (c) as provided in chapter 30 of this Code. Violations shall be issued to the owner, manager, real estate broker or agent, or authorized agent, or any other individual or entity that participates in or facilitates the violation of this section. In the event the record owner of the property is not present when the violation occurred or notice of violation issued, a copy of the violation shall be served by certified mail on the owner at its mailing address in the property appraiser's records and a courtesy notice to the contact person identified in subsection (c)(3) above.

SECTION 3. REPEALER.

All ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

SECTION 4. SEVERABILITY.

If any section, sentence, clause or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

SECTION 5. CODIFICATION.

It is the intention of the Mayor and City Commission of the City of Miami Beach, and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of the City of Miami Beach, Florida. The sections of this ordinance may be renumbered or re-lettered to accomplish such intention, and the word "ordinance" may be changed to "section," "article," or other appropriate word.

SECTION 6. EFFECTIVE DATE.

This Ordinance shall take effect ten days following adoption.

PASSED AND ADOPTED this ____ day of _____, 2016.

Philip Levine, Mayor

ATTEST:

Rafael E. Granado, City Clerk

Sponsored by Mayor Philip Levine

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION



City Attorney **AB** 1-6-16
Date

MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

**TO: MAYOR PHILIP LEVINE
MEMBERS OF THE CITY COMMISSION
JIMMY L. MORALES, CITY MANAGER**

FROM: KRISTEN ROSEN-GONZALEZ 
CITY COMMISSIONER

DATE: JANUARY 13, 2016

**SUBJECT: MOTION TO RECONSIDER VOTE ON AGENDA ITEM R7C FROM
DECEMBER 16, 2015 CITY COMMISSION MEETING (RE: SOUTH
BEACH COMPONENT OF THE DIRECT CONNECT TRANSIT
PROJECT)**

At the December 16, 2015 City Commission meeting, we voted to proceed with "Option 3" of the above referenced Agenda item, to accept receipt of the unsolicited proposal from Greater Miami Tramlink Partners, and to initiate the statutory process for receipt of other proposals.

At the time of the vote, I was not aware of the attached letter from FDOT to the Policy Executive Committee (PEC) members, stating its position that **"the project eligibility for the Federal Transit Administration (FTA) New Starts Program will be jeopardized if any parties advertise and/or procure any portion of the Beach Corridor Direct Connection Project prior to completion of the federal environmental process."** The letter further states that, pursuant to FDOT's Business Plan for the Project, FDOT would accept the proposed deadline for submitting an application for Federal funding of **August 15, 2016** (NOTE: The full FDOT letter plus enclosures is attached to this Memorandum as Exhibit "A.").

Given FDOT's concerns, I would like to propose that we reconsider our December 16th vote (to proceed with Option 3) and, in the alternative, that the City proceed with the recommended FDOT approach, and abate any action until August 15, 2016.

Thank you.



Florida Department of Transportation

RICK SCOTT
GOVERNOR

1000 NW 111th Avenue
Miami, Florida 33172-5800

JIM BOXOLD
SECRETARY

December 16, 2015

The Honorable Carlos A. Gimenez, Mayor, Miami-Dade County
The Honorable Philip Levine, Mayor, City of Miami Beach
The Honorable Tomas P. Regalado, Mayor, City of Miami
The Honorable Bruno A. Barreiro, Miami-Dade County Commissioner, District 5
The Honorable Xavier L. Suarez, Miami-Dade County Commissioner, District 7

Dear Policy Executive Committee (PEC) Members:

The Department has reviewed the modifications proposed by the PEC (last sentence paragraph 12 of the attached MOU) and we have determined that project eligibility for the Federal Transit Administration (FTA) New Starts program will be jeopardized if any parties advertise and/or procure any portion of the Beach Corridor Direct Connection Project prior to the completion of the federal environmental process. The Department's Business Plan, as presented at the last PEC meeting, is based on the FTA New Starts process.

As part of the Business Plan, the Department accepts the August 15, 2016 New Start Project Development Application deadline, subject to all parties completing the assigned tasks agreed upon at the PEC meeting. Each City has been provided with a scope of service to advance Public Involvement; Maintenance and Storage Facility Analysis; and Visual/Aesthetics Condition Analysis. Miami-Dade Transit is also coordinating to finalize the Transit Service Plan and ridership forecasting. In addition, the Department is advancing multiple environmental and preliminary engineering tasks for a successful application to FTA, as well as to accelerate the overall schedule. It is imperative that all parties complete assigned tasks by July 1, 2016.

To summarize next steps, the request for entry to FTA New Starts Project Development will be transmitted on or before August 15, 2016. Upon FTA acceptance, the Department will initiate the 24 month project schedule, and upon successful completion, request entry to the FTA Engineering Phase. The engineering phase will require additional documentation and negotiation with FTA to achieve a Full Funding Grant Agreement.

The Department understands that there may be other comments or concerns that your agency may have that may need to be addressed before this MOU can be finalized. We request that you provide your comments at the earliest possible date so that we can remain on schedule for an executed MOU within the next three months from the date of this letter. Should you have any questions, or require additional information, please do not hesitate to contact me at (305) 470-5197 or email gus.peggo@dot.state.fl.us.

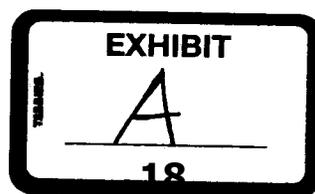
Sincerely,

A handwritten signature in black ink, appearing to read "Gus Pego".

Gus Pego, P.E.
District Secretary

Enclosure

c: Jimmy L. Morales, City Manager, City of Miami Beach
Daniel J. Alfonso, City Manager, City of Miami
Jesus Guerra, Interim MPO Executive Director
Harold Desdunes, P.E., District Director of Transportation Development



MEMORANDUM OF UNDERSTANDING
Between
CITY OF MIAMI BEACH, FLORIDA,
CITY OF MIAMI, FLORIDA,
MIAMI-DADE COUNTY, FLORIDA
And
FLORIDA DEPARTMENT OF TRANSPORTATION, DISTRICT #6
For
BEACH CORRIDOR DIRECT CONNECTION PROJECT

NEPA ENVIRONMENTAL STUDIES, PROJECT DEVELOPMENT, ENGINEERING
AND CONSTRUCTION PHASES; FUNDING; PROJECT SPONSORSHIP; AND
OPERATING AGENCY

This Memorandum of Understanding (MOU) is entered into between the City of Miami Beach, Florida (Beach), City of Miami, Florida (City), Miami-Dade County, Florida (County), and the Florida Department of Transportation District 6 (FDOT), collectively known as the "Parties."

The Parties wish to continue the efforts already underway to improve regional mobility which has involved local, regional and state stakeholder collaboration and coordination, including the Parties' ongoing efforts to identify optimum multimodal alternatives for a balanced regional transportation system and to define regional and local projects that support continued economic transit oriented development through effective transportation and land use planning and subsequent decisions.

The development of a multimodal transportation system within the southeast Florida region involves numerous transportation agencies and stakeholders and is a complex undertaking. Each of the Parties has unique skills and abilities which are necessary for successful implementation of the Beach Corridor Direct Connection Project (formerly known as BayLink), a fixed guideway corridor project between downtown Miami near the Government Center to the Miami Beach Convention Center via the MacArthur Causeway, hereinafter referred to as the "Project."

The Parties acknowledge the potential transportation, economic, social, and environmental benefits of the introduction of passenger rail service linking downtown Miami with the Convention Center in Miami Beach. The project is identified in the Miami-Dade 2040 Long Range Transportation Plan (LRTP) as a Priority III partially funded project for Preliminary Engineering and Right-of-Way phases. In addition, portions of the Project are included in the Beach, City and County transportation plans and programs. It will improve east-west mobility, promote redevelopment and revitalization, enhance and integrate existing Miami-Dade Transit service, and improve circulation in the two downtown areas. Introducing passenger service in the Project corridor will provide an efficient option to driving on congested streets and highways and a much-needed integrated transportation link.

The purpose of this MOU is to develop a multi-agency partnership for undertaking the Project, especially as to the National Environmental Policy Act (NEPA) process and Project Development activities. This includes, but is not limited to:

- Clarifying the roles and responsibilities of the Parties relative to the Project;
- Clarifying the involvement of the Parties relative to the Project;
- Identifying Project funding;
- Improving the efficiency by which Project activities are conducted;
- Establishing a Project Advisory Committee ("PAC") with specific responsibilities and regularly scheduled meetings;
- Scheduling regular Project updates to the involved Boards and agencies as deemed necessary by the PAC ;
- Presenting and advancing the Project with a unified voice;
- Coordinating technical studies and evaluations;
- Coordinating outreach to the public, municipalities, and other involved stakeholders;
- Collaborating on innovative approaches to a funding framework for the Project,
- Maximizing the Region's competitiveness in securing potential federal funding for the Project;
- Managing the funding and administration relating to the Project; and
- Determining the Project Delivery method and the responsible parties.

The Parties hereby mutually agree and express their understanding of the following components:

1. Project Roles. The role of the Parties in conducting the Project shall be as follows:

- a. The Parties agree to pursue the Project under one NEPA document, under FDOT management.
- b. The Parties shall ensure that the Project is coordinated and consistent with all local, regional, and state transportation plans.
- c. All Parties shall seek to reach consensus on key project issues and work cooperatively towards resolving any conflicts that may arise.
- d. All Parties shall ensure that the overall Project Development milestone schedule (two year required timeline by Federal Transit Administration "FTA") is maintained throughout the Project, for the entire Project. A schedule with key milestones (FTA documentation, public meetings, etc.) will be developed by FDOT and reviewed by the PAC.
- e. Upon prioritization of this project as a MPO Priority I funded project for Planning and Preliminary Engineering phases in the MPO 2040 Long Range Transportation Plan, FDOT shall coordinate with the Beach, the City and the County on operations, planning and engineering to support the advancement of the Project, particularly as it affects the Beach, the City and the County transportation network and local infrastructure.
- f. FDOT, with support from the Beach, the City and the County, will present regular Project updates quarterly to the MPO, and the Parties' boards.
- g. FDOT shall serve as the contract manager for the Project and shall administer Project funds, and ensure that the Project's procurement

process is consistent with Federal, state and local regulation and that appropriate billing procedures are implemented.

- h. FDOT shall have the primary responsibility for completing all activities associated with the Project Development Phase and the NEPA process. FDOT will coordinate this effort directly with the Parties, including technical support and all presentations, workshops, and hearings. Following approval of a Locally Preferred Alternative by the Miami-Dade MPO, FDOT shall submit final NEPA documentation to FTA. Upon approval of the NEPA document, FDOT on behalf of the Parties, shall submit a request to FTA to enter the Engineering Phase.
- i. FDOT will coordinate with the PAC regarding coordination with local governments addressing station locations, land use, future transit oriented development opportunities, and related matters.

2. Initial Project Funding. The Parties agree to fund the NEPA and Project Development activities up to the total amount of \$10,000,000. Upon approval and execution of this MOU by all Parties, the Beach, the City and the County shall each enter into Locally Funded Agreement ("LFA") for purposes of contributing its portion of Project funding, as further indicated below:

- a. FDOT shall contribute \$5,000,000, or 50% of the initial Project funding.
- b. Beach shall contribute \$417,000, or 4.17% of the initial Project funding.
- c. City shall contribute \$417,000, or 4.17% of the initial Project funding.
- d. County shall contribute \$417,000, or 4.17% of the initial Project funding.
- e. The Parties shall further pursue the funding commitment of the Citizens Independent Transportation Trust (CITT), in the amount of \$3,750,000, or 37.5% of the initial Project funding.
- f. In the event that the entire amount is not expended, the funds will be returned to the respective party based on the above percentages.
- g. In the event that the entire amount is not enough to cover the initial Project activities cost, FDOT shall provide detailed information as to the need for additional funding, and will request funding from the Parties according to the above percentages.

3. Party Involvement in the Project. Each stage of the Project shall be conducted with the involvement and cooperation of each party. During Project Development, and subsequent phases, input and approval must be obtained from each party to define the appropriate project milestones.

4. Project Advisory Committee (PAC): The Parties shall establish a Project Advisory Committee to provide guidance for the Project and to serve as a liaison to their respective agencies. The Beach, the City and the County shall each select two representatives to serve on the PAC and FDOT shall select one representative to serve as an ex-officio member. All Parties shall provide staff and technical support to the PAC. The PAC may appoint advisory subcommittees as deemed necessary.

5. Project Finance Plan. FDOT shall have the primary responsibility to develop a general funding framework which will include anticipated federal, state, and local shares. The Parties shall have the primary responsibility for project financing, as herein stated,

and shall further be responsible for the development of a conceptual project finance plan that addresses capital costs, operations/maintenance costs, and local contributions. These efforts will occur simultaneously throughout the course of the Project. The Project Finance Plan will be coordinated with and integrated into ongoing MPO finance planning and be presented to the MPO for approval. Approval will be sought by the PAC and all affected funding parties at the federal, state, county, and municipal levels, as well as other sources that may be identified, and ultimately brought to the MPO for inclusion in their Cost Feasible Plans and Transportation Improvement Plans (TIPs), per federal law.

6. Future Project Funding. Funding for the NEPA and Project Development Phase of the Project will be included in the FDOT five-year work program. The PAC shall pursue all sources of capital money to fund the remaining phases of Engineering and Construction. Operations and maintenance costs shall be a local and regional responsibility. FDOT shall have no obligations to fund operations and maintenance costs for the Project. It is the intent of all Parties that the Operating Agency of the Project rail passenger service will be the Beach, the City, the County, or their agents, and that the selected entity shall have the primary responsibility for the service. Under no circumstances will FDOT become the Operating Agency, or fund future operations.

7. Determining the Project Delivery Method and the Responsible Parties. Up to and near the completion of the NEPA and Project Development work, the Parties will determine collectively how to proceed into the next phases of the capital program development process, and may reconsider the Project process as well as Project roles at that time. The Parties will collaborate on a schedule for proceeding, as well as agree on a funding plan for the next stage of the capital program development process, engineering and design. At that time, the Parties will explore and agree upon the preferred Project Delivery Method, and the associated roles and responsibilities.

8. Basis and Foundation for the Project. It is the intent of the Parties that the previous work completed for the Project, most notably the *Beach Corridor Transit Connection Study Report* (June 2015) and the *Phase 2 Miami-Miami Beach Transportation Corridor (BayLink) Study* (April 2004), shall serve as the basis for the Project, and the analysis and technical work that went into developing the Direct Connect alternative shall be used as the foundation for the NEPA and Project Development work.

9. Obligations. Through this MOU, the Parties express their mutual intent to move in a diligent and thorough manner to develop the Project during the NEPA and Project Development phase, but understands this MOU is by its nature a preliminary agreement outlining commitments to be made in this process, and imposes no legally enforceable contractual obligations on any party, other than the obligations set forth in Paragraph 2 herein.

10. Effective Date. This MOU shall take effect when executed by all Parties, on the last date shown below, and shall expire upon Project completion, unless extended in writing by the Parties.

11. Counterparts. This MOU may be executed in counterparts, and when taken together, the same shall constitute a binding agreement on all Parties.

12. **Right to Terminate.** The Parties agree that if the New Start Project Development Application is not submitted to the Federal Transit Administration by August 15, 2016, any party may choose to terminate this MOU and proceed independently. If the New Start Project Development Application is submitted by August 15, 2016, then any party may terminate this MOU no sooner than forty five (45) days and no later than ninety (90) from the date of the submittal of the New Start Project Development Application. ~~It is understood that nothing in this MOU shall prohibit any of the parties from proceeding with the procurement of the design, construction, operation, or maintenance of the Beach Corridor Direct Connection Project or any portion thereof.~~

WHEREFORE, the Parties have each executed this MOU on the dates below written.

Florida Department of Transportation

Miami-Dade County

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Legal review:

Legal Review:

By: _____

By: _____

City of Miami

City of Miami Beach

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Legal review:

Legal Review:

By: _____

By: _____



Florida Department of Transportation

RICK SCOTT
GOVERNOR

1000 NW 111th Avenue
Miami, Florida 33172-5800

JIM BOXOLD
SECRETARY

December 16, 2015

The Honorable Carlos A. Gimenez, Mayor, Miami-Dade County
The Honorable Philip Levine, Mayor, City of Miami Beach
The Honorable Tomas P. Regalado, Mayor, City of Miami
The Honorable Bruno A. Barreiro, Miami-Dade County Commissioner, District 5
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Sincerely,

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Gus Pego, P.E.
District Secretary

Enclosure

c: Jimmy L. Morales, City Manager, City of Miami Beach
Daniel J. Alfonso, City Manager, City of Miami
Jesus Guerra, Interim MPO Executive Director
Harold Desdunes, P.E., District Director of Transportation Development

MEMORANDUM OF UNDERSTANDING
Between
CITY OF MIAMI BEACH, FLORIDA,
CITY OF MIAMI, FLORIDA,
MIAMI-DADE COUNTY, FLORIDA
And
FLORIDA DEPARTMENT OF TRANSPORTATION, DISTRICT #6
For
BEACH CORRIDOR DIRECT CONNECTION PROJECT

NEPA ENVIRONMENTAL STUDIES, PROJECT DEVELOPMENT, ENGINEERING
AND CONSTRUCTION PHASES; FUNDING; PROJECT SPONSORSHIP; AND
OPERATING AGENCY

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WHEREFORE, the Parties have each executed this MOU on the dates below written.

Florida Department of Transportation

Miami-Dade County

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Legal review:

Legal Review:

By: _____

By: _____

City of Miami

City of Miami Beach

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Legal review:

Legal Review:

By: _____

By: _____

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