



CITY OF MIAMI GARDENS ZONING AGENDA

Meeting Date: March 7, 2012
1515 NW 167th St., Bldg. 5, Suite 200,
Miami Gardens, Florida 33169
Phone: (305) 622-8000 Fax: (305) 622-8001
Website: www.miamigardens-fl.gov
Time: 7:00 p.m.

Mayor Shirley Gibson
Vice Mayor Aaron Campbell Jr.
Councilwoman Lisa C Davis
Councilman André Williams
Councilwoman Felicia Robinson
Councilman David Williams Jr.
Councilman Oliver G. Gilbert III
City Manager Dr. Danny O. Crew
City Attorney Sonja K. Dickens
City Clerk Ronetta Taylor, MMC

City of Miami Gardens Ordinance No. 2007-09-115, requires all lobbyists before engaging in any lobbying activities to register with the City Clerk and pay an annual fee of \$250.00. This applies to all persons who are retained (whether paid or not) to represent a business entity or organization to influence “City” action. “City” action is broadly described to include the ranking and selection of professional consultants, and virtually all-legislative, quasi-judicial and administrative action. All not-for-profit organizations, local chamber and merchant groups, homeowner associations, or trade associations and unions must also register however an annual fee is not required.

- 1. CALL TO ORDER/ROLL CALL OF MEMBERS:**
- 2. INVOCATION:**
- 3. PLEDGE OF ALLEGIANCE:**
- 4. APPROVAL OF MINUTES:**
4-A) Regular Zoning Minutes – December 7, 2011
- 5. AGENDA ORDER OF BUSINESS
(ADDITIONS/DELETIONS/AMENDMENTS) BUSINESS (Items shall be pulled
from the Consent Agenda at this time):**

6. PRESENTATION(S):

7. CONSENT AGENDA:

7-A) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, ACCEPTING THAT CERTAIN DEDICATION OF A 25.0 FOOT WIDE PASSIVE PARK EASEMENT FROM AMERICAN TOWER, INC., FOR THE PROPERTY LOCATED AT 390 NORTHWEST 210TH STREET, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER)

7-B) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, APPROVING THE "PENTAB SUBDIVISION" FINAL PLAT SUBMITTED BY PENTECOSTAL TABERNACLE INTERNATIONAL, INC., FOR THE PROPERTY LOCATED AT 621 NORTHWEST 183RD STREET MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER)

7-C) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, SUPPORTING THE RELEASE OF DEED RESTRICTIONS IMPACTING THE PERMITTED USES AND DEVELOPMENT FOR THE PROPERTY GENERALLY LOCATED AT 17300 NORTHWEST AVENUE 7TH ROAD, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER)

7-D) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA EXPRESSING THE CITY'S POSITION REGARDING THE PALMETTO EXPRESSWAY PROJECT DEVELOPMENT AND ENVIRONMENTAL STUDY CURRENTLY BEING PREPARED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION; DESCRIBING THE CITY'S VISION FOR THE NW 167TH STREET FRONTAGE ROAD; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE. (SPONSORED BY THE CITY

MANAGER)

7-E) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA CANCELLING THE APRIL 4, 2012 ZONING MEETING; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER)

8. FIRST READING (ORDINANCE)/PUBLIC HEARING(S):

None

9. ORDINANCE(S) SECOND READING/PUBLIC HEARING(S):

None

10. RESOLUTION(S)/PUBLIC HEARING(S):

10-A) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, APPROVING THE APPLICATION SUBMITTED BY MARIA NOYA AND JUAN RODRIGUEZ TO ALLOW A REAR SETBACK OF A PRINCIPAL BUILDING OF 9.36 FEET WHERE 25.0 FEET IS REQUIRED, FOR THE PROPERTY LOCATED AT 1871 N.W. 152ND STREET, MORE PARTICULARLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER)

10-B) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, APPROVING THE APPLICATION SUBMITTED BY CAPO AND SONS CORPORATION, FOR THE PROPERTY GENERALLY LOCATED AT NORTHWEST 167TH STREET AND NORTHWEST 47TH AVENUE, MORE PARTICULARLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FOR A VARIANCE OF SECTION 34-667(1)(B)(C) OF THE CITY'S LAND DEVELOPMENT CODE TO ALLOW A MONUMENT SIGN WITH A SIGN AREA OF 682.0 SQUARE FEET WHERE A MAXIMUM SIGN AREA OF 200 SQUARE FEET IS ALLOWED, AND TO ALLOW A SIGN HEIGHT OF 25.0 FEET WHERE A MAXIMUM HEIGHT OF 20.0 FEET IS ALLOWED; FOR A VARIANCE OF SECTION 34-667(2)(B)(2) TO ALLOW A WALL SIGN WITH AN AREA OF 1602.5 SQUARE FEET WHERE A MAXIMUM AREA OF 400 SQUARE FEET IS ALLOWED; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER)

11. CITY MANAGER’S REPORT:

11-A) Planning Studio Projects

11-B) Sign Plan Compliance Update

12. ADJOURNMENT:

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT OF 1990, ALL PERSONS WHO ARE DISABLED AND WHO NEED SPECIAL ACCOMMODATIONS TO PARTICIPATE IN THIS MEETING BECAUSE OF THAT DISABILITY SHOULD CONTACT RONETTA TAYLOR, CITY CLERK (305) 622-8003, NOT LATER THAN 48 HOURS PRIOR TO SUCH PROCEEDING. TDD NUMBER 1-800-955-8771.

ANYONE WISHING TO OBTAIN A COPY OF ANY AGENDA ITEM MAY CONTACT RONETTA TAYLOR, MMC, CITY CLERK (305) 622-8003.

ANYONE WISHING TO APPEAL ANY DECISION MADE BY THE CITY OF MIAMI GARDENS WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH MEETING OR HEARING WILL NEED A RECORD OF THE PROCEEDINGS AND, FOR SUCH PURPOSE, MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

Please turn-off all cellular telephones to avoid interrupting the council meeting.



City of Miami Gardens Zoning Agenda Memo

Zoning Board Meeting Date:	March 7, 2012	Item Type: <i>(Enter X in box)</i>	Resolution X	Ordinance	Other		
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1 st Reading	2 nd Reading		
		x	Public Hearing: <i>(Enter X in box)</i>	Yes	No	Yes	No
Funding Source:	<i>(Enter Fund & Dept)</i>		Advertising Requirement:	Yes	No	Yes	No
					X		X
Contract/P.O. Required:	Yes	No	RFP/RFQ/Bid #:				
		X					
Strategic Plan Related:	Yes	No	Strategic Plan Priority Area: Enhance Organizational <input type="checkbox"/> Bus. & Economic Dev <input type="checkbox"/> Public Safety <input type="checkbox"/> Quality of Education <input type="checkbox"/> Qual. of Life & City Image <input type="checkbox"/> Communication <input type="checkbox"/>	Strategic Plan Obj./Strategy: N/A			
	X						
Sponsor Name:	Dr. Danny Crew, City Manager		Department:	Planning and Zoning Department			

Short Title:

RESOLUTION NO. 2011-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, ACCEPTING THAT CERTAIN DEDICATION OF A 25.0 FOOT WIDE PASSIVE PARK EASEMENT FROM AMERICAN TOWER, INC., FOR THE PROPERTY LOCATED AT 390 NORTHWEST 210TH STREET, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

Background

The applicant, American Tower, Inc., was granted a special exception approval to allow a wireless support service structure at the November 3, 2010 City Council Zoning Meeting. As part of the approval a Declaration of Restrictions was proffered, which included the dedication to the City of a 25.0 feet wide Passive Park Easement along the south, east and west perimeter of the property.

**ITEM 7-A) CONSENT AGENDA
RESOLUTION
Accepting an Easment Dedication from
American Tower Inc.**

Current Situation

The 25.0 feet wide Passive Park Easement is being dedicated by the applicant to the City in compliance with the proffered Declaration of Restrictions.

Analysis

The dedication of the 25.0' wide Passive Park Easement satisfies the condition of the Declaration of Restrictions.

Proposed Action:

Staff recommends the adoption of the Resolution accepting the Passive Park Easement.

Attachment:

- Exhibit "A" Sketch and Description of the Passive Park Easement
 - Easement for Public Park Document
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RESOLUTION NO. 2012_____

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3 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
4 MIAMI GARDENS, FLORIDA, ACCEPTING THAT CERTAIN
5 DEDICATION OF A 25.0 FOOT WIDE PASSIVE PARK
6 EASEMENT FROM AMERICAN TOWER, INC., FOR THE
7 PROPERTY LOCATED AT 390 NORTHWEST 210TH STREET,
8 MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" ATTACHED
9 HERETO; PROVIDING FOR THE ADOPTION OF
10 REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.
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12 WHEREAS, American Tower, Inc. owns certain property located at 390
13 Northwest 210th Street, more particularly described in Exhibit "A" attached hereto, and

14 WHEREAS, on November 3, 2010, the City Council granted American Tower,
15 Inc. a special exception approval to allow a wireless support service structure, and

16 WHEREAS, as part of the approval, a Declaration of Restrictions was proffered,
17 which included the dedication of a 25.0 foot wide Passive Park Easement along the
18 south, east and west perimeter of the property to the City, and

19 WHEREAS, Applicant is dedicating the 25.0 feet wide Passive Park Easement to
20 comply with the proffered Declaration of Restrictions,

21 NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY
22 OF MIAMI GARDENS, FLORIDA AS FOLLOWS:

23 Section 1: ADOPTION OF REPRESENTATIONS: The foregoing Whereas
24 paragraphs are hereby ratified and confirmed as being true, and the same are hereby
25 made a specific part of this Resolution.

26 Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens
27 hereby accepts that certain dedication of a 25.0 foot wide Passive Park Easement from
28 American Tower, Inc., for the property located at 390 Northwest 210th Street, more
29 particularly described in Exhibit "A" attached hereto.

30 Section 3: EFFECTIVE DATE: This Resolution shall take effect immediately
31 upon its final passage.

32 PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI
33 GARDENS AT ITS ZONING MEETING HELD ON _____, 2012.

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ATTEST:

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RONETTA TAYLOR, MMC, CITY CLERK

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PREPARED BY: SONJA KNIGHTON DICKENS, ESQ., CITY ATTORNEY

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SPONSORED BY: DR. DANNY O. CREW, CITY MANAGER

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Moved by: _____

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VOTE: _____

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Mayor Shirley Gibson _____ (Yes) _____ (No)

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Vice Mayor Aaron Campbell, Jr. _____ (Yes) _____ (No)

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Councilman David Williams Jr _____ (Yes) _____ (No)

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Councilwoman Lisa Davis _____ (Yes) _____ (No)

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Councilman Oliver Gilbert, III _____ (Yes) _____ (No)

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Councilwoman Felicia Robinson _____ (Yes) _____ (No)

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Councilman Andre' Williams _____ (Yes) _____ (No)

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EXHIBIT "A"
SKETCH AND DESCRIPTION OF
THE PASSIVE PARK EASEMENT

EASEMENT FOR PUBLIC PARK DOCUMENT

Prepared by and Return To:

American Towers LLC
10 Presidential Way
Woburn, MA 01801
ATTN: Land Management
Site: 274547
Site Name: Hallandale 2 FL

EASEMENT FOR A PUBLIC PASSIVE PARK

This **EASEMENT FOR A PUBLIC PASSIVE PARK** (“Easement”) is made and entered into this ___ day of _____ 20___, by and between the City of Miami Gardens, with a mailing address of _____ (“Grantee”) and American Towers LLC, a Delaware limited liability company, with a mailing address of 10 Presidential Way, Woburn, MA 01801 (“Grantor”).

WITNESSETH

WHEREAS, Grantor is the owner of certain real property located in the City of Miami Gardens, FL being more particularly described on Exhibit A attached hereto and incorporated herein (the “Property”); and

WHEREAS, Under the Declaration of Restrictions between the Parties dated February 8, 2011 requires that Grantor convey to Grantee an easement for public passive park purposes and Grantee desires to accept the conveyance of such Easement.

NOW, THEREFORE, Grantor, for good and valuable consideration, receipt of which is hereby acknowledged, hereby conveys and grants to Grantee, its agents, contractors, successors and assigns the following:

1. An easement for a public passive park area to be used by Grantee for purposes including walking, jogging, bicycle and/or exercise trail facilities and similar activities; such easement being depicted in Exhibit B attached hereto (the "Easement").

2. **Effective Date and Term.** This Easement shall be effective as of the day and year first written above and shall be perpetual.

3. **Execution in Counterparts.** This Easement may be executed simultaneously in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

4. The rights, covenants and agreement contained herein shall run with the land and shall bind and benefit the Parties hereto and their respective transferees, successors, assigns and any person claiming by, through or under either Party to this instrument.

5. This Agreement shall be deemed to have been made and shall be construed and interpreted in accordance with the laws of the State of Florida.

6. **Notice.** Any notice or other communications by either Party to the other shall be in writing and shall be given and be deemed to have been received by certified mail, return receipt requested or by nationally recognized overnight courier service, addressed as follows, or to any such address as either Party may provide to the other in writing from time to time.

GRANTEE: _____

GRANTOR: American Towers LLC.
C/O American Tower Corporation
10 Presidential Way
Woburn, MA 01801
ATTENTION: Land Management

SIGNATURES TO FOLLOW

IN WITNESS WHEREOF, Grantor and Grantee have executed this instrument as of the day and year first above written.

GRANTEE:

City of Miami Gardens, FL

WITNESSES:

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Signature: _____

Printed Name _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Signature: _____

Printed Name: _____

STATE OF _____

COUNTY OF _____

Before me, _____ the undersigned, a Notary Public for the State, personally appeared _____, who is the _____ of _____, a _____ corporation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official stamp or seal, this _____ day of _____, 201__.

[Affix Notary Seal]

Notary Public
My commission expires:

STATE OF _____

COUNTY OF _____

Before me, _____ the undersigned, a Notary Public for the State, personally appeared _____, who is the _____ of _____, a _____ corporation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official stamp or seal, this _____ day of _____, 201__.

[Affix Notary Seal]

Notary Public

My commission expires:

GRANTOR:

American Towers LLC

WITNESSES:

By: _____

Signature: _____

Signature: _____

Printed Name: _____

Its: _____

Signature: _____

Date: _____

Printed Name: _____

COMMONWEALTH OF MASSACHUSETTS)

) ss:

COUNTY OF MIDDLESEX)

Then, on the _____ day of _____, 20_____ personally appeared the said, _____ of American Towers LLC, a Delaware limited liability company, as aforesaid, signer and sealer of the foregoing instrument, and acknowledged the same to be his/her free act and deed as _____ of American Towers, Inc. and the free act and deed of said corporation, before me.

Notary Public

My Commission Expires:

**EXHIBIT A
Property Description**

SITUATE IN THE COUNTY OF MIAMI-DADE, STATE OF FLORIDA:

A PORTION OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 51 SOUTH, RANGE 41 EAST, DADE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 36;

THENCE NORTH 01°40'06" WEST ALONG THE WESTERLY LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 36 A DISTANCE OF 35.01 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 01°40'06" WEST ALONG THE WESTERLY LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 36 A DISTANCE OF 1325.52 FEET TO A POINT;

THENCE NORTH 87°26'32" EAST ALONG A LINE 40.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 36 A DISTANCE OF 450.29 FEET TO A POINT ON A CURVE;

THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1,221.33 FEET, A CENTRAL ANGLE OF 13°29'01", AN ARC LENGTH OF 287.42 FEET, AND A CHORD WHICH BEARS SOUTH 84°00'00" EAST TO A POINT ON A LINE THAT IS 600.00 FEET AS MEASURED AT RIGHT ANGLES, WEST OF AND PARALLEL TO THE EASTERLY LINE OF THE NORTHWEST 1/4 OF SAID SECTION 36;

THENCE SOUTH 01°49'07" EAST ALONG SAID PARALLEL LINE A DISTANCE OF 1,281.19 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF N.W. 207 STREET;

THENCE SOUTH 87°19'04" WEST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 737.91 FEET TO THE POINT OF BEGINNING.

EXHIBIT B

Description of Easement.

An Easement Parcel being described as the South 25 feet and the West 25 feet of Tract A of Gannet Tower Subdivision, according to the Plat thereof as recorded in Plat Book 125, Page 17 of the Public Records of Miami-Dade County, Florida



City of Miami Gardens Zoning Agenda Memo

Zoning Board Meeting Date:	March 7, 2012	Item Type: <i>(Enter X in box)</i>	Resolution X	Ordinance	Other
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1 st Reading n/a	2 nd Reading
		x	Public Hearing: <i>(Enter X in box)</i>	Yes	No
Funding Source:	<i>(Enter Fund & Dept)</i>		Advertising Requirement:	Yes	No
					X
Contract/P.O. Required:	Yes	No	RFP/RFQ/Bid #:		
		X			
Strategic Plan Related:	Yes	No	Strategic Plan Priority Area: Enhance Organizational <input type="checkbox"/> Bus. & Economic Dev <input checked="" type="checkbox"/> Public Safety <input type="checkbox"/> Quality of Education <input type="checkbox"/> Qual. of Life & City Image <input type="checkbox"/> Communication <input type="checkbox"/>	Strategic Plan Obj./Strategy: n/a	
	X				
Sponsor Name:	Dr. Danny Crew, City Manager		Department:	Planning and Zoning Department	

Short Title:

RESOLUTION NO. 2012 ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, APPROVING THE "PENTAB SUBDIVISION" FINAL PLAT SUBMITTED BY PENTECOSTAL TABERNACLE INTERNATIONAL, INC., FOR THE PROPERTY LOCATED AT 621 NORTHWEST 183RD STREET MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

Background

The applicant, Pentecostal Tabernacle International, Inc., obtained Tentative Plat approval from the City and Miami-Dade County and have submitted the Final Plat for approval by the City. The plat is for the purposes of vacating a platted easement encumbering the property. The approval of a Final Plat is required in compliance with Section 34-209, *Subdivisions, Excavations, and Address Assignment* of the City's Land Development Regulations.

**ITEM 7-B) CONSENT AGENDA
RESOLUTION
Pentab Subdivision Final Plat**

Current Situation

The “Pentab Subdivision” Final Plat has been reviewed by the City’s surveyor and has been found to be in compliance with Section. 177.081(1) Florida Statutes and Chapter 28, Subdivisions of the Miami-Dade County Code. The Final Plat has also been reviewed by Zoning for compliance with the City’s Land Development Regulations. After City Council approval is granted the Final Plat must be reviewed and approved by Miami-Dade County and recorded in the Plat Book and Page of the Official Records of Miami-Dade County.

Proposed Action:

Staff recommends City Council approve the Resolution.

Attachments:

- Exhibit “A” Final Plat
- Letter of Compliance from City Surveyor

RESOLUTION NO. 2012_____

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3 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
4 MIAMI GARDENS, FLORIDA, APPROVING THE "PENTAB
5 SUBDIVISION" FINAL PLAT SUBMITTED BY PENTECOSTAL
6 TABERNACLE INTERNATIONAL, INC., FOR THE PROPERTY
7 LOCATED AT 621 NORTHWEST 183RD STREET MORE
8 PARTICULARLY DESCRIBED IN EXHIBIT "A" ATTACHED
9 HERETO; PROVIDING FOR THE ADOPTION OF
10 REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

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12 WHEREAS, the Applicant, Pentecostal Tabernacle International, Inc. is the
13 owner of that certain property located at 621 Northwest 183rd Street, more particularly
14 described on Exhibit "A" attached hereto, and

15 WHEREAS, the Applicant seeks final approval of the "Pentab Subdivision" plat
16 for the purpose of vacating a platted easement which encumbers the property, and

17 WHEREAS, the City's surveyor reviewed the plat application and determined that
18 the application complies with Section 177.081(1), Florida Statutes, and Chapter 28 of
19 the Miami-Dade County Code of Ordinances, and

20 WHEREAS, City staff has also reviewed the Application for final plat and has no
21 objections thereto,

22 NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY
23 OF MIAMI GARDENS, FLORIDA AS FOLLOWS:

24 Section 1: ADOPTION OF REPRESENTATIONS: The foregoing Whereas
25 paragraphs are hereby ratified and confirmed as being true, and the same are hereby
26 made a specific part of this Resolution.

27 Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens
28 hereby approves the "Pentab Subdivision" Final Plat submitted by Pentecostal
29 Tabernacle International, Inc., for the property located at 621 Northwest 183rd Street,
30 more particularly described in Exhibit "A" attached hereto.

31 Section 3: EFFECTIVE DATE: This Resolution shall take effect immediately
32 upon its final passage.

33 PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI
34 GARDENS AT ITS ZONING MEETING HELD ON _____, 2012.

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SHIRLEY GIBSON, MAYOR

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42 **ATTEST:**

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RONETTA TAYLOR, MMC, CITY CLERK

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49 PREPARED BY: SONJA KNIGHTON DICKENS, ESQ., CITY ATTORNEY

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52 SPONSORED BY: DR. DANNY O. CREW, CITY MANAGER

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54 Moved by: _____

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56 **VOTE:** _____

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58 Mayor Shirley Gibson	_____ (Yes)	_____ (No)
59 Vice Mayor Aaron Campbell, Jr.	_____ (Yes)	_____ (No)
60 Councilman David Williams Jr	_____ (Yes)	_____ (No)
61 Councilwoman Lisa Davis	_____ (Yes)	_____ (No)
62 Councilman Oliver Gilbert, III	_____ (Yes)	_____ (No)
63 Councilwoman Felicia Robinson	_____ (Yes)	_____ (No)
64 Councilman Andre' Williams	_____ (Yes)	_____ (No)

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EXHIBIT "A"
FINAL PLAT

PENTAB SUBDIVISION

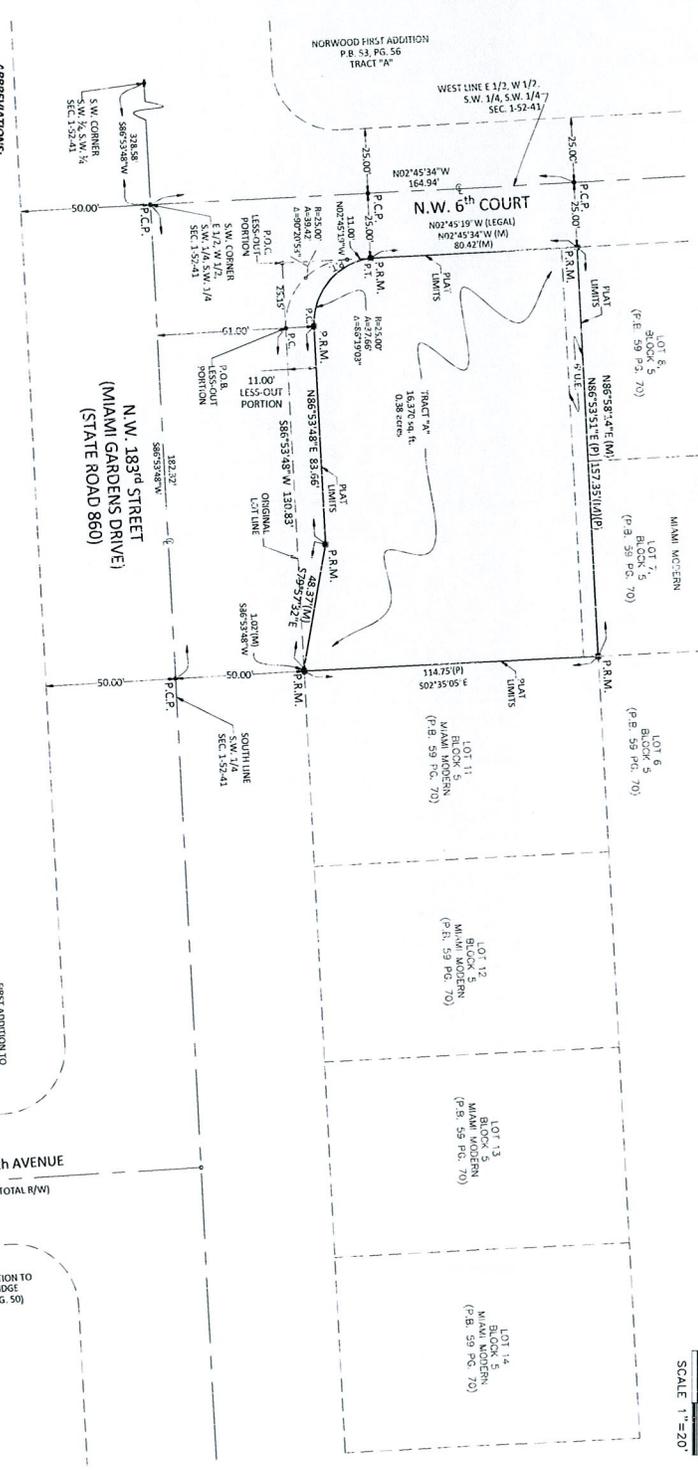
A REPLAT OF LOTS 9, AND 10, BLOCK 5, "MIAMI MODERN MANORS",
PLAT BOOK 59, PAGE 70

A SUBDIVISION IN THE S.W. 1/4 OF THE S.W. 1/4 OF SECTION 1,
TOWNSHIP 22 SOUTH, RANGE 41 EAST,
CITY OF MIAMI GARDENS, MIAMI-DADE COUNTY, FLORIDA.

PLAT BOOK _____ PAGE _____
SHEET 2 OF 2 SHEETS

PREPARED BY:
ALVAREZ, AGUESIVES AND ASSOCIATES, INC., L.B. No. 6867
SURVEYORS - MAPPERS - LAND PLANNERS
5701 S.W. 107TH AVENUE SUITE 204 MIAMI, FL 33173
PHONE 305-220-2424 FAX 305-552-8181
NOVEMBER 2011

GRAPHIC SCALE
0 20 40
SCALE 1" = 20'



ABBREVIATIONS:

- P.M. - DENOTES PERMANENT REFERENCE MONUMENT.
- P.C.P. - DENOTES PERMANENT CONTROL POINT.
- SQ. FT. - DENOTES SQUARE FEET.
- P.B. - DENOTES PLAT BOOK.
- P.L. - DENOTES PLAT.
- P.O.C. - DENOTES POINT OF COMMENCEMENT.
- P.O.B. - DENOTES POINT OF BEGINNING.
- P.O.S. - DENOTES POINT OF SURRENDER.
- A - DENOTES ANGLE.
- Δ - DENOTES CENTRAL ANGLE (DELTA).
- CH. - DENOTES CHORD.
- AC. - DENOTES ACRES.
- +
- DENOTES SECTION CORNER.
- DENOTES INFORMATION DERIVED FROM RECORD PLAT.
- (M) - DENOTES INFORMATION DERIVED FROM FIELD MEASUREMENTS.
- F.C. - DENOTES POINT OF CURVATURE.
- P.L. - DENOTES POINT OF LANEWAY.
- SEC. - DENOTES SECTION.
- U.E. - DENOTES UTILITY EASEMENT.

SURVEYOR'S NOTES:

BEARINGS SHOWN HEREBY BASED ON PLAT MERIDIAN (ASSUMED) & N.W. 183RD STREET

RECORDING STATEMENT:

FILED FOR RECORD THIS _____ DAY OF _____ A.D. 2011 AT _____ M. IN BOOK _____ OF PLATS OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA. THIS PLAT COMPLETES WITH THE LAWS OF MIAMI-DADE COUNTY, FLORIDA.

HARRY TAVIN, CLERK OF THE CIRCUIT COURT

BY: _____ DEPUTY CLERK No. _____

NOTICE:
THIS PLAT WAS RECORDED IN ITS GRAPHIC FORM AS THE OFFICIAL DESCRIPTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

RENE AGUESIVES INTERNATIONAL, INC. P.S.M., No. 4227 COMPANY SEAL	PENTECOSTAL TABERNACLE INTERNATIONAL, INC. COMPANY SEAL	COLUMBIA BANK CORPORATE SEAL	NOTARY SEAL	NOTARY SEAL
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**LETTER OF COMPLIANCE FROM
CITY SURVEYOR**



M. G. Vera & Assoc., Inc.

ENGINEERS•SURVEYORS•PLANNERS

December 29, 2011

To: City of Miami Gardens
1515 NW.167th. Street Suite 200
Miami, Florida, 33169

Attn: Cyril Saiphoo, Zoning Administrator
Re: PENTAB SUBDIVISION – Final Plat

Mr. Saiphoo,

This letter is to confirm that the above referenced Final Plat for the property located at the intersection of NW. 183rd Street and NW. 6th Court the same being prepared by: ALVAREZ, AIGUESVIVES AND ASSOCIATES, INC. has been reviewed by a Professional Surveyor and Mapper in our firm, under contract to the City of Miami Gardens, in accordance with Chapter 177.081, Florida Statutes and from that review, we are recommending that the Final Plat be approved.

Please feel free to contact me further for any comments or questions,

Regards,

Silvia Nuin P.S. & M. #5982
For Manuel G. Vera & Associates, Inc.



City of Miami Gardens Zoning Agenda Memo

Zoning Board Meeting Date:	March 7, 2012	Item Type: <i>(Enter X in box)</i>	Resolution X	Ordinance	Other
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1 st Reading n/a	2 nd Reading
		x	Public Hearing: <i>(Enter X in box)</i>	Yes	No
Funding Source:	<i>(Enter Fund & Dept)</i>		Advertising Requirement:	Yes	No
					X
Contract/P.O. Required:	Yes	No	RFP/RFQ/Bid #:		
		X			
Strategic Plan Related:	Yes	No	Strategic Plan Priority Area: Enhance Organizational <input type="checkbox"/> Bus. & Economic Dev <input checked="" type="checkbox"/> Public Safety <input type="checkbox"/> Quality of Education <input type="checkbox"/> Qual. of Life & City Image <input type="checkbox"/> Communication <input type="checkbox"/>	Strategic Plan Obj./Strategy: n/a	
		X			
Sponsor Name:	Dr. Danny Crew, City Manager		Department:	Planning and Zoning Department	

Short Title:

RESOLUTION NO. 2012 ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA SUPPORTING THE RELEASE OF DEED RESTRICTIONS IMPACTING THE PERMITTED USES AND DEVELOPMENT OF THE PROPERTY GENERALLY LOCATED AT 17300 N.W. 7 AVENUE ROAD, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

Staff Summary:

Background

The vacant Old Parkway Hospital, which building is located on 4.35 acres at the Golden Glades interchange off the N.W. 7 Avenue Extension, is owned by Interstate Holdings LLC and is zoned Planned Corridor Development (PCD) with the adoption of the City's Land Development Regulations (LDRs). The PCD zoning district allows for high density mixed use and multi-family residential development for this location subject to the design standards of the PCD zoning district. However, deed restrictions were imposed when the property was purchased. The deed restrictions on the uses are more restrictive than the uses permitted with the PCD zoning. The owner of the property in attempts to sell the property for redevelopment has found the Deed Restrictions an obstacle in

**ITEM 7-C) CONSENT AGENDA
RESOLUTION
Release of Deed Restrictions**

marketing the property for its' best and most valuable uses, which includes a residential component. The City has been engaged with the owner of the property to encourage that the property be developed with use(s) that support the full development potential of the property with the PCD zoning designation and that are in the best interest and welfare of the City.

Current Situation

The property owner has requested that the City support its application to Miami-Dade County to remove the deed restrictions.

It should be noted that the property has been deemed an unsafe structure by the City's Building Official. The unsafe structure case was heard before the Miami-Dade County Unsafe Structures Board on February 15, 2012. A stipulation agreement between Interstate Holdings and the Building Official was accepted by the Board. In the stipulation agreement, Interstate Holdings agreed to remove the deed restrictions, within 6 months (no later than August 15, 2012) or submit plans to obtain the required permits to bring the structure into building code compliance.

Proposed Action:

Staff recommends City Council approve the Resolution.

Attachments:

RESOLUTION NO. 2012_____

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2
3 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
4 MIAMI GARDENS, FLORIDA, SUPPORTING THE RELEASE OF
5 DEED RESTRICTIONS IMPACTING THE PERMITTED USES
6 AND DEVELOPMENT FOR THE PROPERTY GENERALLY
7 LOCATED AT 17300 NORTHWEST AVENUE 7TH ROAD, MORE
8 PARTICULARLY DESCRIBED IN EXHIBIT "A" ATTACHED
9 HERETO; PROVIDING FOR INSTRUCTIONS TO THE CITY
10 CLERK; PROVIDING FOR THE ADOPTION OF
11 REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.
12

13 WHEREAS, the Applicant, Interstate Holdings LLC is the owner of the property
14 generally located at 17300 Northwest 7th Avenue Road, which is the vacant Parkway
15 Hospital Building, and

16 WHEREAS, the property is zoned Planned Corridor Development ("PCD"), which
17 allows for high density mixed use and multi-family residential development, and

18 WHEREAS, deed restrictions were imposed when the property was purchased
19 from Miami-Dade County, and such restrictions prohibit the development of residential
20 uses as well as other permitted uses on the property, and

21 WHEREAS, the Applicant seeks the City's support in encouraging Miami-Dade
22 County to release the deed restrictions that currently impact the permitted uses on the
23 property, and

24 WHEREAS, City staff recommends approval of the Application,

25 NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY
26 OF MIAMI GARDENS, FLORIDA AS FOLLOWS:

27 Section 1: ADOPTION OF REPRESENTATIONS: The foregoing Whereas
28 paragraphs are hereby ratified and confirmed as being true, and the same are hereby
29 made a specific part of this Resolution.

30 Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens
31 hereby supports the release of deed restrictions impacting the permitted uses and

32 development for the property generally located at 17300 Northwest Avenue 7th Road,
33 more particularly described in Exhibit "A" attached hereto.

34 Section 3: INSTRUCTIONS TO THE CITY CLERK: The City Clerk is hereby
35 directed to send a copy of this Resolution to Miami-Dade County.

36 Section 4: EFFECTIVE DATE: This Resolution shall take effect immediately
37 upon its final passage.

38 PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI
39 GARDENS AT ITS ZONING MEETING HELD ON _____, 2012.

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ATTEST:

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RONETTA TAYLOR, MMC, CITY CLERK

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PREPARED BY: SONJA KNIGHTON DICKENS, ESQ., CITY ATTORNEY

55

56

57

SPONSORED BY: DR. DANNY O. CREW, CITY MANAGER

58

59

Moved by: _____

60

61

VOTE: _____

62

63

Mayor Shirley Gibson _____ (Yes) _____ (No)

64

Vice Mayor Aaron Campbell, Jr. _____ (Yes) _____ (No)

65

Councilman David Williams Jr _____ (Yes) _____ (No)

66

Councilwoman Lisa Davis _____ (Yes) _____ (No)

67

Councilman Oliver Gilbert, III _____ (Yes) _____ (No)

68

Councilwoman Felicia Robinson _____ (Yes) _____ (No)

69

Councilman Andre' Williams _____ (Yes) _____ (No)

**LETTER FROM BERCOW
RADELL AND FERNANDEZ
DATED FEBRUARY 26, 2012**



DIRECT LINE: (305) 377-6229
E-Mail: GPenn@BRZoningLaw.com

VIA ELECTRONIC DELIVERY

February 26, 2012

Mr. Danny O. Crew
Manager
City of Miami Gardens
1515 NW 167 Street
Miami Gardens, FL 33169

RE: Release of Deed Restrictions - 17300 NW 7 Avenue, Miami Gardens, Florida.

Dear Mr. Crew,

This law firm represents Interstate Holdings, LLC, the owner of the above-referenced property (the "Property") located in the City of Miami Gardens. We are writing to seek the City's assistance in addressing the release of deed restrictions that, unless released, will significantly reduce the possibility that the Property will be redeveloped.

Development Plan. As you know, the Property has been empty for multiple years. Interstate Holdings is in the midst of getting the Property ready to be marketed. Under the City's land development regulations, the Property is within a prime redevelopment area and can be developed with a mix of residential, commercial, and institutional uses. We believe that the Property would be attractive to purchasers - in the absence of the deed restrictions.

Deed Restrictions. The deed restrictions were put in place in 2002, through a Special Warranty Deed recorded at Official Record Book 20423, Page 231-242 of the Public Records of Miami-Dade County. At that time, North Miami Medical Center, Ltd. owned both the Property and the Parkway Medical Center at 160 NW 170 Street, North Miami Beach, Florida 33169. As you know, the former Parkway Medical Center is now part of the County's Jackson Health System.

Mr. Danny O. Crew
Manager
City of Miami Gardens
February 26, 2012
Page 2 of 2

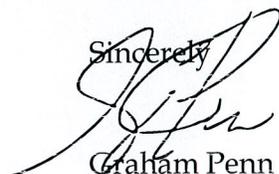
Exhibit C to the Special Warranty Deed includes multiple provisions related to the use and development of the Property. Among the restrictions in the Deed included a ban on the development of the Property for a hospital or other listed medical uses. The Deed also prevented the development of the Property for residential uses for a period of fifty (50) years. The restrictions expressly "run with the land" and inure to the benefit of the grantor's successors and assigns.

We can see no reason for the continued application of the restrictions to the Property. The bar on residential development of the Property is especially problematic since it is contrary to the City's land development regulations.

Resolution of Support. We are currently working with the County in order to determine how the restrictions may be lifted or modified in a manner that will make the Property marketable. Please consider this letter our request for the City to aid our efforts through the issuance of a formal Council resolution in support of the removal of the restrictions. We believe that a resolution from the Council will go far in convincing the County to provide us with the aid we need.

As always, thank you for your help. I am enclosing a copy of the Special Warranty Deed. If you have any questions or concerns regarding the above, please do not hesitate to phone my direct line at (305) 377-6229.

Sincerely

A handwritten signature in black ink, appearing to read 'Graham Penn', written over the word 'Sincerely'.

Graham Penn

Enclosure

SPECIAL WARRANTY DEED

20423PG0231

Property Appraiser's
Parcel ID Nos: 30-2112-000-0051
Grantee's Federal
Taxpayer Identification No.:

02R326929 2002 MAY 28 15:29

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made on May 24, 2002, by **CCHC - GOLDEN GLADES, LTD.**, a dissolved Florida limited partnership, whose post office address is 3820 State Street, Santa Barbara, CA 93105, and **NORTH MIAMI MEDICAL CENTER, LTD.**, a Florida limited partnership, whose post office address is 3820 State Street, Santa Barbara, CA 93105 (collectively, the "Grantor"), to **MORGAN REED MII L.L.C.**, a Florida limited liability company, whose post office address is 5151 Collins Avenue, Suite 1727, Miami Beach, Florida 33140 (the "Grantee").

WITNESSETH: that the Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to the Grantor in hand paid by the Grantee, the receipt and sufficiency whereof is hereby acknowledged, has granted, bargained, sold, aliened, remised, released, conveyed and confirmed unto the Grantee, and the Grantee's heirs, successors and assigns forever, the following described land, situate, lying and being in Miami-Dade County, Florida:

See Exhibit A attached hereto and made a part hereof.

SUBJECT TO: DOCSTPDEE 6,600.00 SURTX 4,950.00
HARVEY ROVIN, CLERK DADE COUNTY, FL

1. Taxes and assessments for the year 2002 and subsequent years, which are not yet due and payable; and
2. Zoning, conditions, restrictions, easements and limitations of record (but this shall not serve to reimpose same); and
3. The matters set forth on Exhibit B attached hereto and made a part hereof.

TOGETHER, with all the improvements situate thereon and all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever, SUBJECT, however, to the restrictions set forth in Exhibit C attached hereto and made a part hereof and hereby imposed by this Deed.

AND the Grantor hereby covenants with the Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; and that the Grantor does hereby warrant the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under the Grantor, but not otherwise.

MIA 245930-040201.0605

Page -1-

This instrument prepared by
DORIS M. FLETCHER
McDonough Will & Company
701 S. Biscayne Boulevard
Miami, Florida 33133

IN WITNESS WHEREOF, the Grantor has hereunto set their respective hands and seals the day and year first above written.

Witnesses:

CCHC - GOLDEN GLADES, LTD., a dissolved Florida limited partnership

Terry Grimes
Witness Signature
Print Name: Terry Grimes

By: **NORTH MIAMI MEDICAL CENTER, LTD.,** a Florida limited partnership, its general partner

By: **RHC PARKWAY, INC.,** a Delaware corporation, its general partner

Carolyn Heiser
Witness signature
Print name: Carolyn Heiser

By: Dennis L. Dent
Name: Dennis L. Dent
Title: Treasurer

NORTH MIAMI MEDICAL CENTER, LTD., a Florida limited partnership

By: **RHC PARKWAY, INC.,** a Delaware corporation, its general partner

Terry Grimes
Witness signature
Print name: Terry Grimes

By: Dennis L. Dent
Name: Dennis L. Dent
Title: Treasurer

Carolyn Heiser
Witness signature
Print name: Carolyn Heiser

[ACKNOWLEDGEMENTS APPEAR ON NEXT PAGE]

EXHIBIT C

Restrictive Covenants and Conditions

In consideration of the conveyance in the deed (the "Deed") to which these restrictive covenants and conditions (these "Restrictions") are attached, Grantor hereby establishes, declares and prescribes that the land conveyed to Grantee pursuant to the Deed (the "Land") shall be owned, held, transferred and conveyed subject to the restrictive covenants and conditions hereinafter set forth, which shall apply to and be covenants running with the Land; and Grantee, its successors and assigns, and every owner, present, past or future, of the Land or any part thereof, including any purchaser at a judicial sale (by acceptance of a deed therefor, whether or not it shall be so expressed in such deed of conveyance) hereby covenants and agrees to comply with, abide and be bound by these Restrictions.

1. No portion of the Land shall be used for the operation of an acute care general hospital, an acute care specialty hospital, an ambulatory surgical center, an emergency center, an ambulance service, or any other facility that offers services generally provided by a licensed acute care hospital.

2. For a period of fifty (50) years after the date of the recordation of the Deed, no portion of the Land shall be used for any of the following uses: an Apartment or Apartments; an Apartment Building; an Apartment Hotel; a Boarding House; a Community Residential Home; a Group Home; or a Rooming House.

3. Notwithstanding the above, the above restrictions shall not be construed to restrict, prohibit, prevent or in any other manner limit or interfere with the use of any portion of the Land for any legal purpose, not excluded herein, including (i) a Skilled Nursing Facility; or (ii) an Assisted Living Facility; or (iii) Independent Living Facility; or (iv) educational or religious uses by the Elderly, including dormitory or residential facilities for the housing of any clergy associated with such educational or religious uses, or (v) a school, including dormitory or residential facilities for the housing of any clergy, teachers or students associated with such a school.

4. For purposes of these Restrictions, the following definitions shall be applicable:

A. an Apartment shall mean a room or a suite of rooms within an Apartment Building, arranged, intended or designed to be used as a home or residence of one or more Families, including, without limitation, any residential unit for independent living however denominated;

B. an Apartment Building shall mean a building which is used or intended to be used as a home or residence for two (2) or more Families living in separate Apartments, in which the yard areas, hallways, stairways, balconies, or other common areas and facilities are shared by Families living in the Apartment units;

C. an Apartment Hotel shall mean any public lodging establishment which otherwise meets the definition of a hotel, but which also has units with kitchen equipment and housekeeping facilities;

D. an Assisted Living Facility shall mean any building or buildings, section or distinct part of a building, whether operated for profit or not, which undertakes through its ownership or management to provide housing combined with meals and one or more Personal Services for a period exceeding twenty four (24) hours to one or more adults who are not relatives of the owner, manager, or administrator;

E. a Boarding House shall mean a residential building used, or intended to be used, as a place where sleeping or housekeeping accommodations are furnished or provided for pay to transient or permanent guests or tenants, and which maintains or makes available a public dining room or café in the same building, or in any building in connection therewith, or otherwise makes meals available to the guests or tenants;

F. a Community Residential Home shall mean a building or any portion of a building containing one or more dwelling units, any one or more of which provides a living environment for unrelated residents who operate as the functional equivalent of a Family;

G. Elderly shall mean any individual over the age of 55 or any individual under the age of 55, if determined to be physically or mentally disabled by the US Social Security Administration.

H. a Family shall mean one person or a group of two (2) or more persons living together and interrelated by blood, marriage, or legal adoption, including gratuitous guests and domestic servants, occupying a dwelling unit as a separate housekeeping unit, with or without kitchen facilities;

I. a Group Home shall have the same meaning as a Community Residential Home;

J. an Independent Living Facility shall mean any building or buildings, section or distinct part of a building, whether operated for profit or not, which undertakes through its ownership or management to provide housing principally to the Elderly whether or not such housing would be defined otherwise as: an Apartment or Apartments; an Apartment Building; an Apartment Hotel; a Boarding House; a Community Residential Home; a Group Home; or a Rooming House as defined herein.

K. Personal Service shall mean direct physical assistance with, or supervision of, the activities of daily living and the self-administration of medication and other similar services other than the provision of medical, nursing, dental, or mental health services or as further defined under Florida Statutes, the Florida Administrative Code and/or the rules promulgated by the Agency for Healthcare Administration of the State of Florida;

L. a Rooming House shall mean a building used, or intended to be used, as a place where sleeping or housekeeping accommodations are furnished or provided for pay to

transient or permanent guests or tenants, but which does not maintain a public dining room or café in the same building, nor in any building in connection therewith; and

M. a Skilled Nursing Facility shall mean a facility, or a distinct part of a facility, which is primarily engaged in providing, to inpatients of the facility or distinct part of a facility, skilled nursing care and related services for patients who require medical or nursing care or as further defined under Florida Statutes, the Florida Administrative Code and/or the rules promulgated by the Agency for Healthcare Administration of the State of Florida.

5. (a) No portion of the Land shall be used for any of the following activities without the express prior written consent of Grantor, its successors or assigns, which consent may be granted or denied in the Grantor's, its successor or assigns, sole and absolute discretion: diagnostic care, urgent care, medical laboratory services, computerized topographic scanner, magnetic resonance imaging, x-ray, radiation therapy, mammography and breast diagnostics, nuclear medicine testing, outpatient surgery, short-stay surgery, birthing center, cardiac rehabilitation, physical therapy, medical oncology, intravenous sedated outpatient procedures, laboratory medicine, radiology, cardiac catheterization, EKG tests, stress tests, LETZ procedures, cervical biopsies, ultrasound, flexible sigmoidoscopies, professional ancillary personnel and/or any other services that duplicate the services offered at Parkway Regional Medical Center, located at 160 NW 170th Street, North Miami Beach, Florida 33169, or any successor thereof.

(b) Notwithstanding the above, the above restriction shall not be construed to restrict, prohibit, prevent or in any other manner limit or interfere with the performance or delivery of any of the above services by (i) a Skilled Nursing Facility; or (ii) an Assisted Living Facility; or (iii) educational or religious uses by the Elderly in conjunction with teaching. Furthermore, x-ray, EKG tests, and stress tests may be performed on the Land as long as such activities are merely ancillary to (i.e. not commercially marketed to the public as separate activities) a medical practice or medical practices being conducted by medical physicians from physician offices situate on the Land.

(c) Consent hereunder shall be granted on the basis of a particular activity and not on the basis of the person or entity engaging in such activity (a "Provider") and, accordingly, a change in the Provider engaging in an activity for which consent was granted shall not require the new consent of Grantor, or its successors or assigns.

(d) Requests for Grantor's consent shall be delivered to Grantor at the address set forth below via first class mail, postage prepaid, return receipt requested, via guaranteed overnight courier, or via facsimile. Grantor's address for such requests is as follows:

Tenet HealthSystems
500 West Cypress Creek Road
Suite 700
Ft. Lauderdale, Florida 33309
Att: Senior Counsel
Tel 954-351-3650
Fax 954-351-0128

with copy to:

Tenet HealthSystems
13737 Noel Road
Suite 100
Dallas, Texas 75240
Att: Doug Lerner, VP Real Estate Development
Tel 469-893-2210
Fax 469-893-8613

Grantor and its successors and assigns shall have the right to amend this Paragraph 5(d) of record unilaterally, at their sole cost and expense, in order to change the address to which requests for consent must be delivered. Such amendments shall be of no force or effect, however, until recorded in the Public Records of Miami-Dade County, Florida.

6. (a) Nothing set forth in these Restrictions is intended or shall be construed to limit, restrict or prohibit, in any manner whatsoever, the right of Grantee and its successors, successors-in-title, assigns, heirs, agents, employees, lessees and invitees, to use all or any portion of the Land, to provide to the residents or patients of (i) a Skilled Nursing Facility; or (ii) an Assisted Living Facility; or (iii) Independent Living Facility; or (iv) educational or religious uses by the Elderly for teaching which would be located on any portion of the Land; or (v) on-site medical and dental care, adult day care, home health care, eyecare clinic, podiatry, dialysis center, pharmacy, and diagnostic testing and wellness center, customarily provided in the ordinary course of business by (i) a Skilled Nursing Facility; or (ii) an Assisted Living Facility; or (iii) Independent Living Facility; or (iv) educational or religious uses by the Elderly for teaching and/or as defined and authorized under Florida Statutes, the Florida Administrative Code and/or the rules promulgated by the Agency for Healthcare Administration of the State of Florida.

(b) The uses of any medical office buildings located on the Land shall be limited solely to basic diagnostic, primary care, or ancillary services (i.e. not commercially marketed to the public as separate activities) of a type typically provided in a physician's office in the Miami metropolitan area only to the extent such uses are not prohibited by the restrictions set forth in Section 5 above.

(c) Grantor, on its own behalf and on behalf of its successors and assigns, hereby expressly confirms, acknowledges and agrees that Grantee and its successors, successors-in-title, assigns, heirs, agents, employees, lessees and invitees, may use all or any portion of the Land as specifically aforesaid.

7. The restrictive covenants and conditions shall be effective upon the date of the Deed, shall run with the Land, and shall inure to the benefit of and be binding upon the Grantor, the Grantee, and the respective successors, successors-in-title, assigns, heirs of Grantor and Grantee, as well as their respective agents, employees, lessees and invitees. The restrictive covenants and conditions shall remain in full force and effect and shall be unaffected by any change in ownership of all or any portion of the Land or of Parkway Regional Medical Center, or

20423PG0242

by any change of use, demolition, reconstruction, expansion or other circumstances on the Land or Parkway Regional Medical Center. Irreparable harm will result to Grantor by reason of any breach of the restrictive covenants and conditions set forth herein, and, therefore, Grantor shall be entitled to relief by way of injunction or specific performance to enforce the provisions herein, as well as any other relief available at law or equity; however, Grantor shall not be entitled to sue Grantee for damages that are purely speculative in nature. The failure of Grantor, in one or more instances, to insist upon compliance with any of the restrictive covenants and conditions, or to exercise any right or privilege conferred herein, shall not constitute or be construed to as the waiver of such or any similar restriction, right, option or privilege, but the same shall continue and remain in full force and effect as if no such forbearance had occurred. In the event it shall become necessary for Grantor to employ an attorney to enforce the restrictive covenants and conditions or to remedy the breach of any covenant or condition, Grantee shall pay to Grantor reasonable and actual fees and costs as shall be charged by Grantor's attorney for such services. If Grantor and Grantee become involved in litigation to enforce their rights hereunder, the prevailing party shall be entitled to be reimbursed by the losing party for all reasonable and actual costs and expenses incurred by the prevailing party including, without limitation, reasonable, actually incurred attorneys' fees. All individual terms and provisions hereof shall be enforced independently of the others. If any term or provision hereof or the application thereof shall, to any extent, be held to be invalid or unenforceable by a court of competent jurisdiction, then the remainder of these Restrictions other than that which is held invalid or unenforceable shall not be affected thereby, and each term and provision hereof shall be valid and enforceable to the fullest extent permitted by law. Except as expressly and specifically set forth in Paragraph 4(d) to the contrary, these Restrictions may not be amended in any manner whatsoever except pursuant to a writing executed by Grantor or its successors or assigns and the then-current owner or owners of fee-simple title to all of the Land.

These restrictions shall become null and void and of no further force and effect at such time that the real property and facilities commonly known as Parkway Regional Medical Center, located at 160 NW 170th Street, North Miami Beach, Florida 33169, or any successor thereof, cease to operate on such real property and facilities as an acute care general hospital, an acute care specialty hospital, an ambulatory surgical center, an emergency center, an ambulance service, or any other facility that offers services generally provided by a licensed acute care hospital.

RECORDED IN ORIGINAL RECORDS BOOK
OF DADE COUNTY, FLORIDA
RECORD VERIFIED
HARVEY RUVIN
CLERK CIRCUIT COURT



City of Miami Gardens Agenda Memo

Zoning Meeting Date:	March 7, 2012		Item Type: <i>(Enter X in box)</i>	Resolution X	Ordinance	Other
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1 st Reading		2 nd Reading
		x		Public Hearing: <i>(Enter X in box)</i>	Yes	No
Funding Source:	<i>(Enter Fund & Dept)</i>		Advertising Requirement:	Yes		No
						X
Contract/P.O. Required:	Yes	No	RFP/RFQ/Bid #:			
		X				
Strategic Plan Related:	Yes	No	Strategic Plan Priority Area: Enhance Organizational <input type="checkbox"/> Bus. & Economic Dev <input type="checkbox"/> Public Safety <input type="checkbox"/> Quality of Education <input type="checkbox"/> Qual. of Life & City Image <input type="checkbox"/> Communication <input type="checkbox"/>	Strategic Plan Obj./Strategy: N/A		
		X				
Sponsor Name:	Dr. Danny Crew, City Manager		Department:	Planning and Zoning Department		

Resolution

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA EXPRESSING THE CITY'S POSITION REGARDING THE PALMETTO EXPRESSWAY PROJECT DEVELOPMENT AND ENVIRONMENTAL STUDY CURRENTLY BEING PREPARED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION; DESCRIBING THE CITY'S VISION FOR THE NW 167TH STREET FRONTAGE ROAD; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

Staff Summary

Background

The Florida Department of Transportation is conducting the Palmetto Expressway PD&E Study. A PD&E Study stands for Project Development and Environmental Study. This Study will develop alternatives to

**ITEM 7-D) CONSENT AGENDA
RESOLUTION
Palmetto Expressway Studay**

increase the traffic carrying capacity of the Palmetto Expressway, including the use of express tolled lanes. In addition, the study will develop safety improvement alternatives, especially at interchanges. The environment will be studied in terms of the alternatives' impact upon adjacent neighborhoods as well as natural resources that might be impacted. Neighborhood buffer walls will also be considered. The study segment is between the Interstate 75 Interchange and the Golden Glades Interchange. This study includes the one-way frontage road (NW 167th Street) along each side of the 826 which provides access to businesses and residential areas located along the corridor. The study began in April 2011 and runs through October 2013.

The City's portion of SR 826/Palmetto Expressway stretches about 5 miles which includes 7 Interchanges, NW 12th/13th Avenue, NW 17th Avenue, NW 27th Avenue, NW 37th Avenue, NW 47th Avenue, and NW 57th Avenue. Additionally, 3 underpasses are included, NW 22nd, NW 32nd and NW 42nd Avenues. The City has worked tirelessly to beautify the Palmetto Expressway Corridor through landscape funding and grants from various sources.

In 2006 Mayor Gibson participated in the Florida Public Officials Design Institute at Abacoa, affiliated with Florida Atlantic University's Center for Urban and Environmental Solutions. The project developed a vision for the frontage road system as part of a charette program. A concept encompassing livability and beautification coupled with mixed use and economic development was envisioned. The City's vision for the one-way frontage roads is summarized as follows:

- Enhancing access to businesses and the universities;
- Improving neighborhood livability;
- Multi-Use Sidewalks – 10' width; Curb and Gutter, Bicycle/Pedestrian, landscape buffer between curb and sidewalk;
- Crosswalks with Pavers/Stamped Concrete;
- Lighting – Pedestrian oriented;
- Improved Business Driveways.

The study is available on the City's web site under the Planning and Zoning Department at:

http://www.miamigardens-fl.gov/LRP/FINAL%20REPORT%20Miami%20Gardens_04262006.pdf

Current Situation

The Palmetto Expressway PD&E Study provides an important and timely opportunity for the City to provide input regarding our aspirations for the Palmetto Corridor. Miami Gardens should make a strong statement about our future vision for the Palmetto Expressway Corridor in the form of a resolution.

Proposed Action

Staff recommends that the Mayor and Council adopt a resolution to communicate the City's vision for the future of the Palmetto Expressway Corridor in Miami Gardens.

Attachment

Attachment: Flyers from Palmetto Expressway PD&E Study

RESOLUTION NO. 2012_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA EXPRESSING THE CITY'S POSITION REGARDING THE PALMETTO EXPRESSWAY PROJECT DEVELOPMENT AND ENVIRONMENTAL STUDY CURRENTLY BEING PREPARED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION; DESCRIBING THE CITY'S VISION FOR THE NW 167TH STREET FRONTAGE ROAD; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Transportation is conducting the Palmetto Expressway Study ("Study"), and

WHEREAS, the Study will develop alternatives to increase the traffic carrying capacity of the Palmetto Expressway, including but not limited to the use of express tolled lanes, and

WHEREAS, the study will develop safety improvement alternatives, especially at interchanges, and

WHEREAS, the environment will be studied in terms of the alternatives' impact upon adjacent neighborhoods as well as natural resources that might be impacted, including the potential use of neighborhood buffer walls, and

WHEREAS, the City of Miami Gardens' portion of SR 826/Palmetto Expressway stretches about five miles which includes seven Interchanges, NW 12th/13th Avenue, NW 17th Avenue, NW 27th Avenue, NW 37th Avenue, NW 47th Avenue, and NW 57th Avenue, and

WHEREAS, in addition, three underpasses are included, NW 22nd, NW 32nd and NW 42nd Avenues, and

WHEREAS, the City has worked diligently to beautify the Palmetto Expressway Corridor through landscape funding and grants from various sources, and

WHEREAS, in 2006 Mayor Gibson participated in the Florida Public Officials Design Institute at Abacoa, affiliated with Florida Atlantic University's Center for Urban and

Environmental Solutions, which project developed a vision for the frontage road system encompassing livability and beautification coupled with mixed use and economic development,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA AS FOLLOWS:

Section 1: ADOPTION OF REPRESENTATIONS: The foregoing Whereas paragraphs are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

Section 2: EXPRESSION OF THE CITY'S VISION: The City Council requests that the Florida Department of Transportation, in its Palmetto Expressway Study, incorporate the following elements of the City's vision for the one-way frontage road known as NW 167th Street as follows:

- Enhanced access to businesses and the universities;
- Improved neighborhood livability;
- Multi-use sidewalks, at least 10 feet in width with curb and gutter, bicycle/pedestrian facilities, and a landscape buffer between the curb and sidewalk;
- Crosswalks with pavers or stamped concrete;
- Pedestrian oriented lighting;

Section 3: EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS AT ITS REGULAR MEETING HELD ON _____, 2012.

SHIRLEY GIBSON, MAYOR

ATTEST:

RONETTA TAYLOR, MMC, CITY CLERK

PREPARED BY: SONJA KNIGHTON DICKENS, ESQ., CITY ATTORNEY

SPONSORED BY: DR. DANNY O. CREW, CITY MANAGER

Moved by: _____

VOTE: _____

Mayor Shirley Gibson	_____ (Yes)	_____ (No)
Vice Mayor Aaron Campbell, Jr.	_____ (Yes)	_____ (No)
Councilman David Williams Jr	_____ (Yes)	_____ (No)
Councilwoman Lisa Davis	_____ (Yes)	_____ (No)
Councilman Oliver Gilbert, III	_____ (Yes)	_____ (No)
Councilwoman Felicia Robinson	_____ (Yes)	_____ (No)
Councilman Andre' Williams	_____ (Yes)	_____ (No)

**FLYERS FROM PALMETTO
EXPRESSWAY PD&E STUDY**



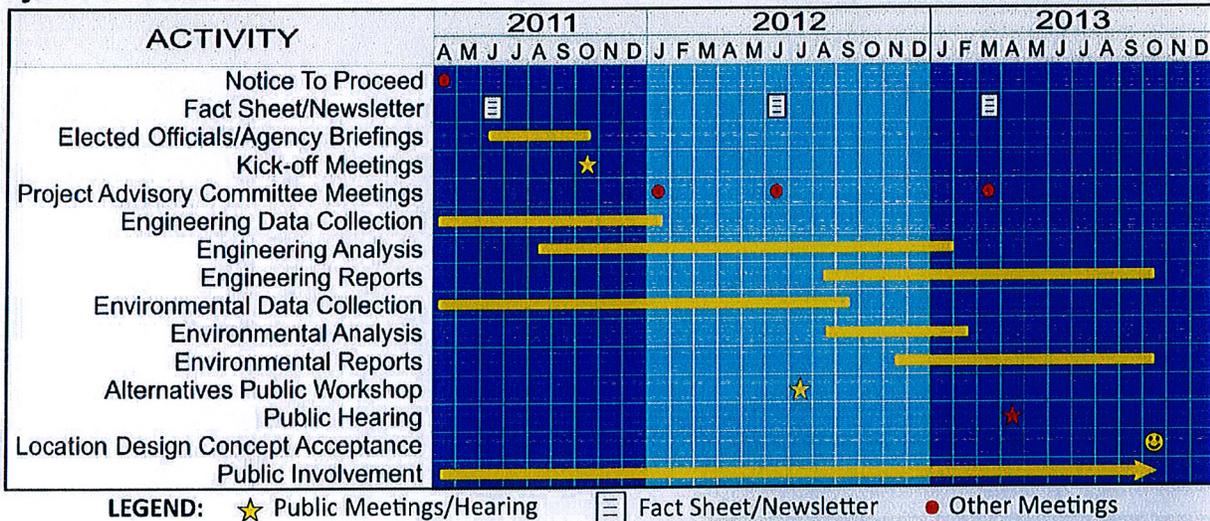
I-75 to Golden Glades Interchange

Community Outreach/Participation

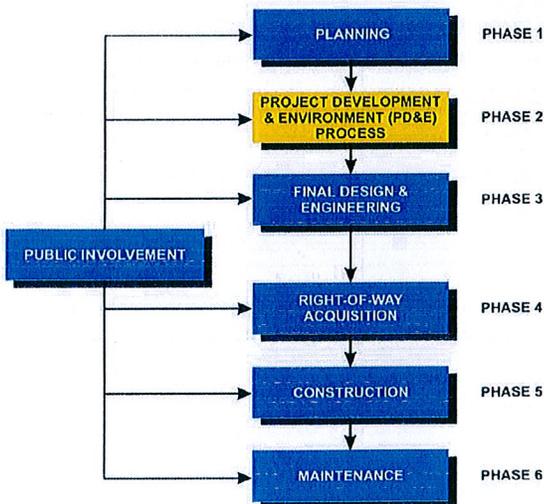
The goal of our Public Involvement Program is to inform and involve all interested residents and business owners of the project's development. Public involvement began in the summer of 2011 and will continue throughout the study. The public involvement process is designed to ensure public input in the development of the project alternatives by actively encouraging and facilitating the involvement of all the public including residents and business groups, elected and appointed officials, environmental resource agencies and other stakeholders. **Your input matters to us.**

The Florida Department of Transportation (FDOT) will provide several opportunities for your participation. Opportunities to comment include the project website, communication with project staff at any stage of the project, public meetings and community group presentations. Additionally, the project will have a Project Advisory Committee comprised of key representatives from the community to advise the Department. All opportunities will be announced on our project website. The PD&E Study is anticipated to be completed by fall 2013.

Project Schedule



PROJECT PHASES



CONTACT INFORMATION

For more information on the SR 826/Palmetto Expressway PD&E Study, please call, e-mail or write to:

Mr. Dat Huynh, P.E.
Project Manager

Florida Department of Transportation
District Six
Planning & Environmental Management Office
1000 NW 111th Avenue, Room 6111A,
Miami, Florida 33172
Phone: (305) 470-5217
Email: dat.huynh@dot.state.fl.us

To view Agency comments and project documents, please visit:

<http://etdmpub.fl.a-etat.org>
EDTM Number: 11241

or
www.fdotmiamidade.com/palmettostudy



**Palmetto Expressway
PD&E Study**

**Traffic Noise
Study Information**

Financial Project ID: 418423-1-22-01
FAP No: 4751 146 P/ETDM No.: 11241



I-75 to Golden Glades Interchange

TRAFFIC NOISE EVALUATION PROCESS AND FREQUENTLY ASKED QUESTIONS

A typical transportation project will go through five phases of development:

- **Planning**
- **Project Development and Environment (PD&E) Study**
- **Final Design**
- **Right of Way**
- **Construction**

The Palmetto Expressway Project is currently in the PD&E Study Phase. During the PD&E Study, alignment alternatives are analyzed and a preferred alternative is selected. During the Final Design/Right of Way Phases, the preferred alternative is finalized, right of way needs are determined, and acquisition occurs. During the Construction Phase, the project is built.

The evaluation of traffic noise impacts associated with the project and the consideration of noise abatement measures occur during the PD&E Study Phase. Those abatement measures that are determined to be reasonable and feasible are recommended for public input and further consideration during the Final Design Phase. Also, the Florida Department of Transportation (FDOT) commits to the construction of reasonable and feasible noise abatement measures at the locations affected by the project, contingent upon further analysis and community input during the Final Design Phase. When final design plans are approximately 60 percent complete, engineering details are sufficient to allow a detailed assessment of an abatement measure. Following this detailed assessment and community input, feasible and reasonable abatement measures are then incorporated into the final design plans.



The traffic noise impact study for the Palmetto Expressway PD&E Study is being performed using methodology approved by the FHWA and includes the following five steps:

Step 1: Identification of Noise Sensitive Sites

A land use survey is conducted to identify noise sensitive sites along the project corridor. Noise sensitive sites are defined as any property (owner occupied, rented or leased) where frequent human use occurs. Typical noise sensitive sites include residences, schools, churches, commercial properties with outdoor areas of use, and recreational areas.

Step 2: Determination of Traffic Noise Levels

A computer model is used to predict existing and future traffic noise levels at noise sensitive sites that may be affected by the project. Noise monitoring is conducted at representative sites to validate the model and determine if the computer model is accurately predicting noise levels.

Step 3: Determination of Traffic Noise Impacts

The predicted future traffic noise levels are compared to FHWA's Noise Abatement Criteria. Noise sensitive sites impacted by the project are those subjected to noise levels approaching or exceeding the FHWA's Noise Abatement Criteria, or where future noise levels with the project will result in a substantial increase over existing levels. For the typical outdoor noise sensitive site, noise levels approach the Noise Abatement Criteria when predicted levels reach 66 decibels [dB(A)]. A substantial increase is considered to occur when predicted noise levels are 15 dB(A) or more over existing noise levels as a direct result of the roadway project.

Step 4: Consideration of Noise Abatement Measures

When traffic noise impacts are identified, noise abatement is considered and evaluated for feasibility and reasonableness. At a minimum, noise barriers are evaluated. The feasibility of providing noise abatement is focused on the ability of the noise barrier to provide



**TRAFFIC NOISE EVALUATION
PROCESS AND FREQUENTLY ASKED
QUESTIONS (Continued)**

a reduction of at least 5 dB(A) to at least two impacted noise sensitive sites. Engineering constraints are also reviewed for fatal flaws that will not allow an abatement measure to be implemented.

The evaluation of reasonableness is guided by the FDOT's responsibility to use prudent judgment when considering the expenditure of public funds. The abatement measure must be cost effective and meet the FDOT's noise reduction design goal of 7.0 dB(A) at one or more benefited receptor sites. A reasonable cost of \$42,000 per benefited receptor is looked upon as the upper limit. A benefited receptor site is one that receives a noise reduction at or above the minimum threshold of 5 dB(A).

**Step 5: Public Input and Commitments to
Abatement Measures**

Noise abatement measures determined to be both feasible and reasonable during the PD&E Study are recommended for further consideration and public input. In addition, FDOT makes a commitment to further evaluate these measures during the more detailed Final Design Phase of the project. The recommendations regarding the type, location, and dimension of noise barriers made during a PD&E Study are considered preliminary. The exact dimensions, including length and height and type of noise barrier, will be determined during the more detailed Final Design Phase and following input from adjacent property owners benefited by the recommended noise barrier. During the early stages of the Final Design Phase, these property owners will be surveyed to determine their desires regarding the type, height, and location of feasible noise barriers or abatement measures prior to FDOT making a final recommendation.

Frequently Asked Questions

What factors affect traffic noise?

Vehicle or traffic noise is a combination of the noises produced by the engine, exhaust, and tires. The level of

Please contact us with your comments or questions:

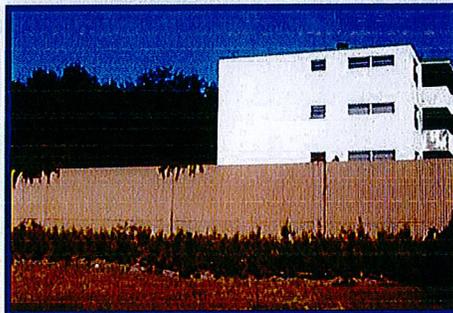
**Mr. Dat Huynh, P.E.
District Project Development Engineer
Florida Department of Transportation
District Six
1000 NW 111th Avenue, Room 6111A
Miami, Florida 33172
Telephone: 305-470-5217
Email: Dat.Huynh@dot.state.fl.us**

traffic noise depends primarily on (1) the volume of traffic, (2) the speed of traffic, (3) the number of trucks in the flow of traffic, and (4) the distance between the traffic and receptor site (such as a single family residence). In general, heavy traffic volumes, higher speeds, and greater numbers of trucks lead to more traffic noise. Conversely, the greater the distance between the traffic source and receptor, the lower the noise levels at the receptor site.

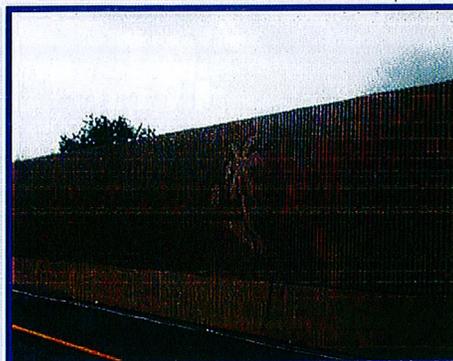
What types and heights of noise barriers are considered?

The types and locations of noise barriers generally considered include ground mounted and shoulder mounted. Ground mounted barriers are typically concrete post and panel noise walls and are usually constructed in the vicinity of the right of way line. Shoulder barriers are constructed along the outside edge of the roadway shoulder and typically are used on elevated sections because ground mounted noise barriers are often less effective in these areas. To effectively reduce traffic noise, ground mounted noise barrier heights typically range from 16 to 22 feet while shoulder mounted noise barriers typically range from 8 to 14 feet in height. Due to safety and constructability issues, the height of shoulder mounted barriers is limited to 14 feet except on mechanically stabilized earth (MSE) walls, where they are limited to 8 feet. In addition, a design variance is required for shoulder mounted barriers taller than 8 feet on bridges.

FDOT's Typical Ground Mounted Noise Barrier



FDOT's Typical Shoulder Mounted Noise Barrier





City of Miami Gardens Agenda Cover Memo

Meeting Date:	March 7, 2012		Item Type:	Resolution	Ordinance	Other	
			<i>(Enter X in box)</i>			x	
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1 st Reading		2 nd Reading	
		X	Public Hearing: <i>(Enter X in box)</i>	Yes	No	Yes	No
					X		
Funding Source:	<i>(Enter Fund & Dept)</i> NA		Advertising Requirement: <i>(Enter X in box)</i>	Yes		No	
						X	
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid #:	NA			
		x					
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No	Strategic Plan Priority Area:	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i>			
		x	Enhance Organizational <input type="checkbox"/>	N/A			
			Bus. & Economic Dev <input type="checkbox"/>				
			Public Safety <input type="checkbox"/>				
			Quality of Education <input type="checkbox"/>				
			Qual. of Life & City Image <input type="checkbox"/>				
			Communication <input type="checkbox"/>				
Sponsor Name	City Manager		Department:	Planning and Zoning			

Staff Summary:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA CANCELLING THE APRIL 4, 2012 ZONING MEETING; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

Proposed Action:

Staff recommends that the City Council adopt a resolution to cancel the April 4, 2012 City Council Zoning Meeting.

**ITEM 7-E) CONSENT AGENDA
RESOLUTION
Cancelling the Next Zoning Meeting**

RESOLUTION NO. 2012_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA CANCELLING THE APRIL 4, 2012 ZONING MEETING; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, a Zoning meeting is currently scheduled for April 4, 2012 at 7:00 p.m., and

WHEREAS, there are no items scheduled for public hearing for the April 4, 2012 Zoning meeting, and

WHEREAS, as such, staff recommends the adoption of a Resolution to cancel the Zoning meeting scheduled for April 4, 2012,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA AS FOLLOWS:

Section 1: ADOPTION OF REPRESENTATIONS: The foregoing Whereas paragraphs are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

Section 2: CANCELLATION OF MEETING: The City Council of Miami Gardens hereby cancels the Zoning meeting scheduled for April 4, 2012 at 7:00 p.m.

Section 3: EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS AT ITS ZONING MEETING HELD ON _____, 2012.

SHIRLEY GIBSON, MAYOR

ATTEST:

RONETTA TAYLOR, MMC, CITY CLERK

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PREPARED BY: SONJA KNIGHTON DICKENS, ESQ., CITY ATTORNEY

SPONSORED BY: DR. DANNY O. CREW, CITY MANAGER

Moved by: _____

VOTE: _____

Mayor Shirley Gibson	_____ (Yes)	_____ (No)
Vice Mayor Aaron Campbell	_____ (Yes)	_____ (No)
Councilwoman Lisa Davis	_____ (Yes)	_____ (No)
Councilman Oliver Gilbert, III	_____ (Yes)	_____ (No)
Councilwoman Sharon Pritchett	_____ (Yes)	_____ (No)
Councilwoman Felicia Robinson	_____ (Yes)	_____ (No)
Councilman Andre' Williams	_____ (Yes)	_____ (No)



City of Miami Gardens Zoning Agenda Memo

Zoning Board Meeting Date:	March 7, 2012		Item Type: <i>(Enter X in box)</i>	Resolution X	Ordinance	Other	
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1 st Reading n/a		2 nd Reading	
		x	Public Hearing: <i>(Enter X in box)</i>	Yes X	No	Yes	No
Funding Source:	<i>(Enter Fund & Dept)</i>		Advertising Requirement:	Yes X		No	
Contract/P.O. Required:	Yes	No X	RFP/RFQ/Bid #:				
Strategic Plan Related:	Yes	No X	Strategic Plan Priority Area: Enhance Organizational <input type="checkbox"/> Bus. & Economic Dev <input type="checkbox"/> Public Safety <input type="checkbox"/> Quality of Education <input type="checkbox"/> Qual. of Life & City Image <input type="checkbox"/> Communication <input type="checkbox"/>	Strategic Plan Obj./Strategy: N/A			
Sponsor Name:	Dr. Danny Crew, City Manager		Department:	Planning and Zoning Department			

Short Title:

RESOLUTION No. 2011-
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, APPROVING THE APPLICATION SUBMITTED BY MARIA NOYA AND JUAN RODRIGUEZ TO ALLOW A REAR SETBACK OF A PRINCIPAL BUILDING OF 9.36 FEET WHERE 25.0 FEET IS REQUIRED, FOR PROPERTY LOCATED AT 1871 N.W. 152 STREET, MORE PARTICULARLY DESCRIBED ON EXHIBIT "A", ATTACHED HERETO; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

Staff Summary:

Background Information

This item was deferred from the December 7, 2011 meeting to allow the applicant an opportunity to obtain an interpreter to address Council.

**ITEM 10-A) RESOLUTION/PUBLIC HEARING
Maria Noya & Juan Rodriguez Application**

Maria Noya and Juan Rodriguez – 1871 NW 152 Street Setback
PH-2011-000075, March 7, 2012

As part of the purchase of the property located at 1871 N.W. 152 Street, the applicants, Maria Noya and Juan Rodriguez, entered into a stipulation agreement in June 2010 through the City’s Re-Occupancy Certificate program to correct existing violations on the property. The violations included two carports encroaching into the front setback area, which have since been removed; and a rear setback of 9.36 feet of an addition to the residence, of which the applicants are requesting a variance.

Current Situation

The applicants are requesting a rear setback variance of 9.36 feet to allow, in part, the legalization of the addition to the residence. The applicants will still have to obtain an *after the fact* building permit for the addition from the City’s Building Services Department, however, a building permit cannot be issued unless the rear setback variance is first granted which will authorize the zoning approval of the building permit.

Proposed Action:

Staff recommends denying the proposed resolution.

Attachments:

- EXHIBIT “A” LEGAL DESCRIPTION
- EXHIBIT “B” STAFF RECOMMENDATION

RESOLUTION NO. 2012_____

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3 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI
4 GARDENS, FLORIDA, APPROVING THE APPLICATION SUBMITTED
5 BY MARIA NOYA AND JUAN RODRIGUEZ TO ALLOW A REAR
6 SETBACK OF A PRINCIPAL BUILDING OF 9.36 FEET WHERE 25.0
7 FEET IS REQUIRED, FOR THE PROPERTY LOCATED AT 1871 N.W.
8 152ND STREET, MORE PARTICULARLY DESCRIBED ON EXHIBIT "A"
9 ATTACHED HERETO; PROVIDING FOR THE ADOPTION OF
10 REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

11
12 WHEREAS, Maria Noya and Juan Rodriguez ("Applicants") are the owners of the
13 property located at 1871 N.W. 152nd Street, more particularly described on Exhibit "A"
14 attached hereto, and

15 WHEREAS, the Applicants are requesting a variance to legalize an addition to
16 the subject residence, and

17 WHEREAS, the Applicants have applied for a variance of Section 34-342 of the
18 Land Development Code to allow a rear setback of 9.36 feet where 25.0 feet is
19 required, and

20 WHEREAS, City staff recommends denial of the application, and

21 WHEREAS, the City Council has considered the testimony of the Applicant, if
22 any, and

23 WHEREAS, the City Council has also considered the testimony of the City's
24 Planning and Zoning staff and the staff report attached hereto as Exhibit "B", and
25 incorporated herein by reference,

26 NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY
27 OF MIAMI GARDENS, FLORIDA AS FOLLOWS:

28 Section 1: ADOPTION OF REPRESENTATIONS: The foregoing Whereas
29 paragraphs are hereby ratified and confirmed as being true, and the same are hereby
30 made a specific part of this Resolution.

31 Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens
32 hereby approves the application submitted by Maria Noya and Juan Rodriguez to allow
33 a rear setback of a principal building of 9.36 feet where 25.0 feet is required, for the
34 property located at 1871 N.W. 152nd Street, more particularly described on Exhibit "A"
35 attached hereto.

36 Section 3: EFFECTIVE DATE: This Resolution shall take effect immediately
37 upon its final passage.

38 PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI
39 GARDENS AT ITS ZONING MEETING HELD ON _____, 2012.

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SHIRLEY GIBSON, MAYOR

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46 **ATTEST:**

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RONETTA TAYLOR, MMC, CITY CLERK

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PREPARED BY: SONJA KNIGHTON DICKENS, ESQ., CITY ATTORNEY

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SPONSORED BY: DR. DANNY O. CREW, CITY MANAGER

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Moved by: _____

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VOTE: _____

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62 Mayor Shirley Gibson	_____ (Yes)	_____ (No)
63 Vice Mayor Aaron Campbell, Jr.	_____ (Yes)	_____ (No)
64 Councilman David Williams Jr	_____ (Yes)	_____ (No)
65 Councilwoman Lisa Davis	_____ (Yes)	_____ (No)
66 Councilman Oliver Gilbert, III	_____ (Yes)	_____ (No)
67 Councilwoman Felicia Robinson	_____ (Yes)	_____ (No)
68 Councilman Andre' Williams	_____ (Yes)	_____ (No)

Maria Noya and Juan Rodriguez – 1871 NW 152 Street Setback
PH-2011-000075, March 7, 2012

**EXHIBIT “A”
LEGAL DESCRIPTION**

Maria Noya and Juan Rodriguez – 1871 NW 152 Street Setback
PH-2011-000075, March 7, 2012

**EXHIBIT “A”
LEGAL DESCRIPTION**

LOT 16 BLK 8 OF “RAINBOW PARK” PLAT THEREOF AS PB 44-21 AS RECORDED
IN THE OFFICIAL RECORDS BOOK MIAMI-DADE COUNTY, FLORIDA

**EXHIBIT “B”
STAFF RECOMMENDATION**

**STAFF RECOMMENDATION
PH-2011-000075**

APPLICATION INFORMATION

Applicant: Maria Noya and Juan Rodriguez

Property Location: 1871 N.W. 152 STREET

Property Size: 0.11 acres/5000 square feet

Future Land Use: Neighborhood

Existing Zoning: R-1, Single Family Residential

Requested Action(s):

1. Request to allow a rear setback variance of 9.36 feet where 25.0 feet is required for a single family residence in the R-1, Single Family Residential district.

RECOMMENDATION:

Staff recommends denying the request for the 9.36 foot rear setback for the property located at 1871 N.W. 152 Street finding all the criteria for granting of variances have not been satisfied.

REVIEW AND ANALYSIS:

Neighborhood Land Use Characteristics

Property	Future Land Use Designation	Zoning Classification	Existing Use
Site	Neighborhood	R-1, Single Family Residential	single family residence
North	Neighborhood	R-1, Single Family Residential	single family residence
South	Neighborhood	R-1, Single Family Residential	single family residence
East	Neighborhood	R-1, Single Family Residential	single family residence
West	Neighborhood	R-1, Single Family Residential	single family residence

The subject property is currently developed with a 1364 square feet single family residence on a 5000 square foot lot. The surrounding properties are all zoned R-1, Single Family Residential and developed with single family residences.

Project Summary/Background

- The applicants during the purchase of the subject property entered into a stipulation agreement with the City through the Re-Occupancy Certificate program agreeing to correct violations on the property.
- The violations included two carports installed with building permits and encroaching into the front setback area, of which have been removed; and an addition to the residence that has a 9.36 feet setback from the rear property line where 25.0 feet is required.
- To correct the addition an after the fact building permit is required, of which the applicant has applied for, however, Zoning cannot authorize the approval of the building permit without a variance of the rear setback encroachment being approved.

Zoning History

There is no history of any previous zoning actions on the property.

Consistency with City of Miami Gardens Comprehensive Development Master Plan

The subject property is designated Neighborhood on the Future Land Use Map of the Future Land Use Element of the City of Miami Gardens Comprehensive Development Master Plan (CDMP). The CDMP objectives and policies of the Neighborhood designation allow and protect single family residential areas from intrusion of incompatible uses.

Conclusion: The requested variances do not change the single-family residential use of the property. Therefore, the request does not impact policies of the CDMP and is consistent with same.

Zoning Review and Analysis

Section 34-47 (h) Criteria for granting variances states:

(h)

Criteria for granting variances. Upon appeal or direct application in specific cases to hear and grant applications for non-use variances and waivers of this chapter, when authorized, the zoning appeals board may grant approval, approval with conditions of the application upon showing by the applicant that the non-use variance or waiver that all the following have been met:

(1)

The particular physical surroundings, shape, topographical condition, or other physical or environmental condition of the specific property involved would result in a particular hardship upon the owner, as distinguished from a mere inconvenience, if the regulations were carried out literally.

(2)

The conditions upon which the request for a variance is based are unique to the parcel and would not be generally applicable to other property within the vicinity.

(3)

The alleged difficulty or hardship was not deliberately created to establish a use or structure which is not otherwise consistent with this Code.

(4)

The granting of the variance will not be detrimental to the public welfare or injurious to other property or improvements in the vicinity.

(5)

The proposed variance will not substantially increase the congestion in the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the vicinity.

(6)

The variance request is the minimum variance that will make possible the reasonable use of the land, building, or structure;

(7)

The granting of the variance request will be in harmony with the general intent and purpose of these regulations and the comprehensive plan;

(8)

Nonconforming use of neighboring lands, structures, or buildings in the same zoning district, and the permitted use of lands, structures, or buildings in other zoning districts, shall not be considered grounds for the authorization of a variance; and

(9)

Financial hardship is not the only evidence of a hardship considered in the authorization of a variance.

In reviewing the request to allow a 9.36 feet rear setback where 25.0 feet is required and after site inspections the following findings are made:

- The conditions upon which the request for a variance is based are not unique to the parcel and would be generally applicable to other property within the vicinity; the other single family residences surrounding and abutting the subject property do not have additions with rear yard setback encroachments nor have variances been granted for such additions;
- The subject property does not have particular physical surroundings, shape, topographical condition, or other physical or environmental condition of the specific property involved would result in a particular hardship upon the owner, as distinguished from a mere inconvenience from the construction of the addition without first obtaining a building permit;

Conclusion: After consideration of the above criteria for granting of the variance and based on the findings it can be concluded that all of the above criteria has not been satisfied for the granting of the variance.

Anticipated Facilities Impact

The subject application pertains to an existing single-family property and, as such, will not create additional impact upon the existing public services and facilities.

Public Notification/Comments

In accordance with Section 34-46(d)(7)(a) of the City's Zoning and Land Development Code, notification of the applicant's requests was mailed to all abutting property owners to provide them

an opportunity to comment on the application. No comments were received at time of writing of staff's recommendation.

Attachments:

- Letter of Intent
- Hearing Map-Zoning
- Hearing Map-Aerial
- Mailed Notice Radius Map
- Submitted Plans and Survey
- Photos of Property
- Certificate of Re-Occupancy Information

LETTER OF INTENT

August 26, 2011

Dear:
City of Miami Gardens
1515 NW 167th Street
Suite 200
Miami Gardens, FL 33169

Ref: 1871 NW 152 Street
Public Hearing Application

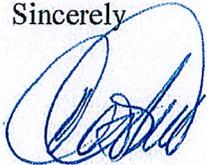
Dear Building Official:

I, Maria C. Noya; owner of the residence located at 1871 NW 152 Street; I am application in the process for Public Hearing Due:

1. I bought the residence exactly like it was rebuild before I bought.
2. In the bay process I didn't received notice from seller about setbacks required and existing setbacks.
3. With exception rear setback of the 9.36' existing setbacks are by zoning code.
4. I appreciate if existing 9.36' rear setbacks could be approved from Hearing Board.

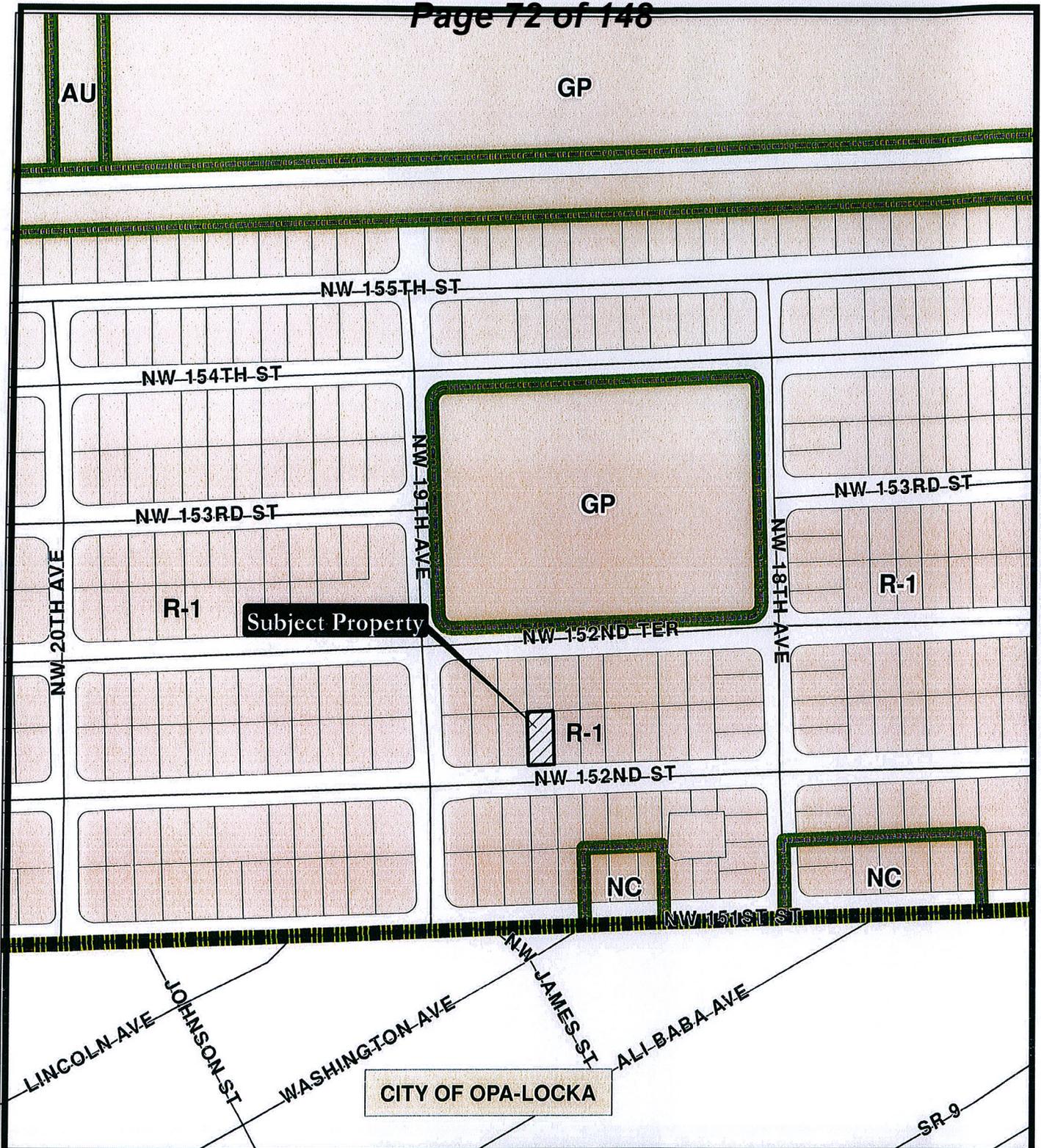
In this letter I am explain the reasons to apply in the hearing process.

Sincerely



Carmen C. Noya
Owner

HEARING MAP-ZONING



HEARING MAP: ZONING



City of Miami Gardens
Planning & Zoning Department

 Subject Property Zoning: R-1

Applicant:
Noya Residential Setback

Project Location: 1871 NW 152 ST
Miami Gardens, FL 33054



1 inch = 236 feet
November 2011

HEARING MAP- AERIAL



Subject Property

CITY OF OPA-LOCKA



City of Miami Gardens
Planning & Zoning Services

 Subject Property

Applicant:
Noya Residential Setback

Project Location:
1871 NW 152 ST
Miami Gardens, FL 33054



1 inch = 115 feet

November 2011

MAILED NOTICE RADIUS MAP



City of Opa-Locka

MAILED NOTICE RADIUS MAP



City of Miami Gardens
Planning and Zoning Services

Subject Property
 Abutting Properties

Applicant:
Noya Residential Setback

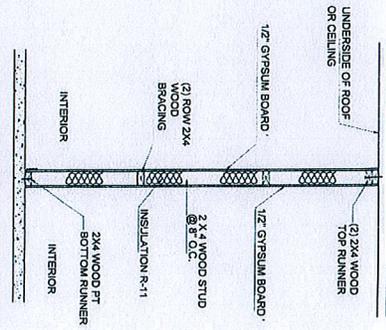
Project Location:
1871 NW 152 Street
Miami Gardens 33054



1 inch = 184 feet

November 2011

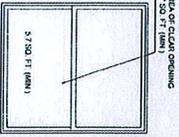
SUBMITTED PLANS AND SURVEY



NON-BEARING NON-RATED PARTITION (N/P)
SCALE: N.T.S.

SAFETY / EGRESS DOOR NOTES

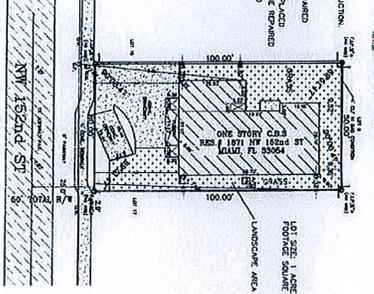
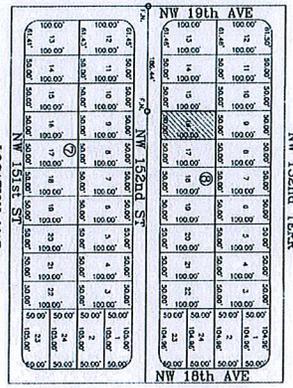
NO DOOR IN THE PATH OF TRAVEL OR MEANS OF EGRESS SHALL BE LESS THAN 20" WIDE EXCEPT THAT SASHLESS DOORS MAY BE 18" WIDE UNLESS A MEMBER OF THE F.I.C. CODE, EVERY CLEAR DOOR WIDTH SHALL BE SUCH THAT CHILDREN EVERYWHERE CAN PASS THROUGH THE DOOR. DOORS SHALL BE OPENED BY PUSHING OR PULLING AND SHALL BE SELF-CLOSING AND SELF-LATCHING. DOORS SHALL BE OPENED BY PUSHING OR PULLING AND SHALL BE SELF-CLOSING AND SELF-LATCHING. DOORS SHALL BE OPENED BY PUSHING OR PULLING AND SHALL BE SELF-CLOSING AND SELF-LATCHING.



EGRESS WINDOW NOTES:
EGRESS WINDOWS SHALL BE PROTECTED BY OPERABLE SHUTTERS OR OTHER MEANS OF PROTECTION. OPERABLE SHUTTERS SHALL BE PROTECTED BY OPERABLE SHUTTERS OR OTHER MEANS OF PROTECTION. OPERABLE SHUTTERS SHALL BE PROTECTED BY OPERABLE SHUTTERS OR OTHER MEANS OF PROTECTION.

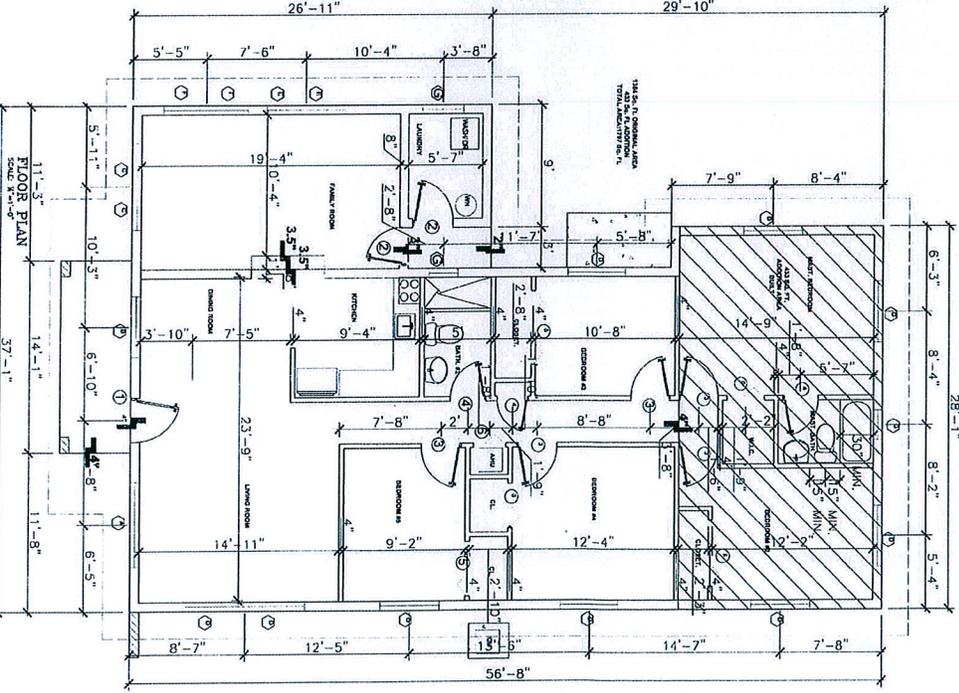
EGRESS WINDOW DETAIL
SCALE: N.T.S.

No.	TYPE	DESCRIPTION	WIDTH	HEIGHT	DOOR	MATERIAL	NOTES
01	DOOR	EGRESS DOOR	3'-0"	7'-0"	WOOD	WOOD	
02	DOOR	EGRESS DOOR	3'-0"	7'-0"	WOOD	WOOD	
03	DOOR	EGRESS DOOR	3'-0"	7'-0"	WOOD	WOOD	
04	DOOR	EGRESS DOOR	3'-0"	7'-0"	WOOD	WOOD	
05	DOOR	EGRESS DOOR	3'-0"	7'-0"	WOOD	WOOD	
06	DOOR	EGRESS DOOR	3'-0"	7'-0"	WOOD	WOOD	
07	DOOR	EGRESS DOOR	3'-0"	7'-0"	WOOD	WOOD	
08	DOOR	EGRESS DOOR	3'-0"	7'-0"	WOOD	WOOD	
09	DOOR	EGRESS DOOR	3'-0"	7'-0"	WOOD	WOOD	
10	DOOR	EGRESS DOOR	3'-0"	7'-0"	WOOD	WOOD	



ARCHITECTURAL NOTES

THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPLICABLE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPLICABLE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPLICABLE AGENCIES.



No.	GLASS TYPE	DESCRIPTION	WIDTH	HEIGHT	NOTES
01	PICTURE WINDOW		5'-0"	5'-0"	
02	PICTURE WINDOW		5'-0"	5'-0"	
03	PICTURE WINDOW		5'-0"	5'-0"	
04	PICTURE WINDOW		5'-0"	5'-0"	
05	PICTURE WINDOW		5'-0"	5'-0"	
06	PICTURE WINDOW		5'-0"	5'-0"	
07	PICTURE WINDOW		5'-0"	5'-0"	
08	PICTURE WINDOW		5'-0"	5'-0"	
09	PICTURE WINDOW		5'-0"	5'-0"	
10	PICTURE WINDOW		5'-0"	5'-0"	

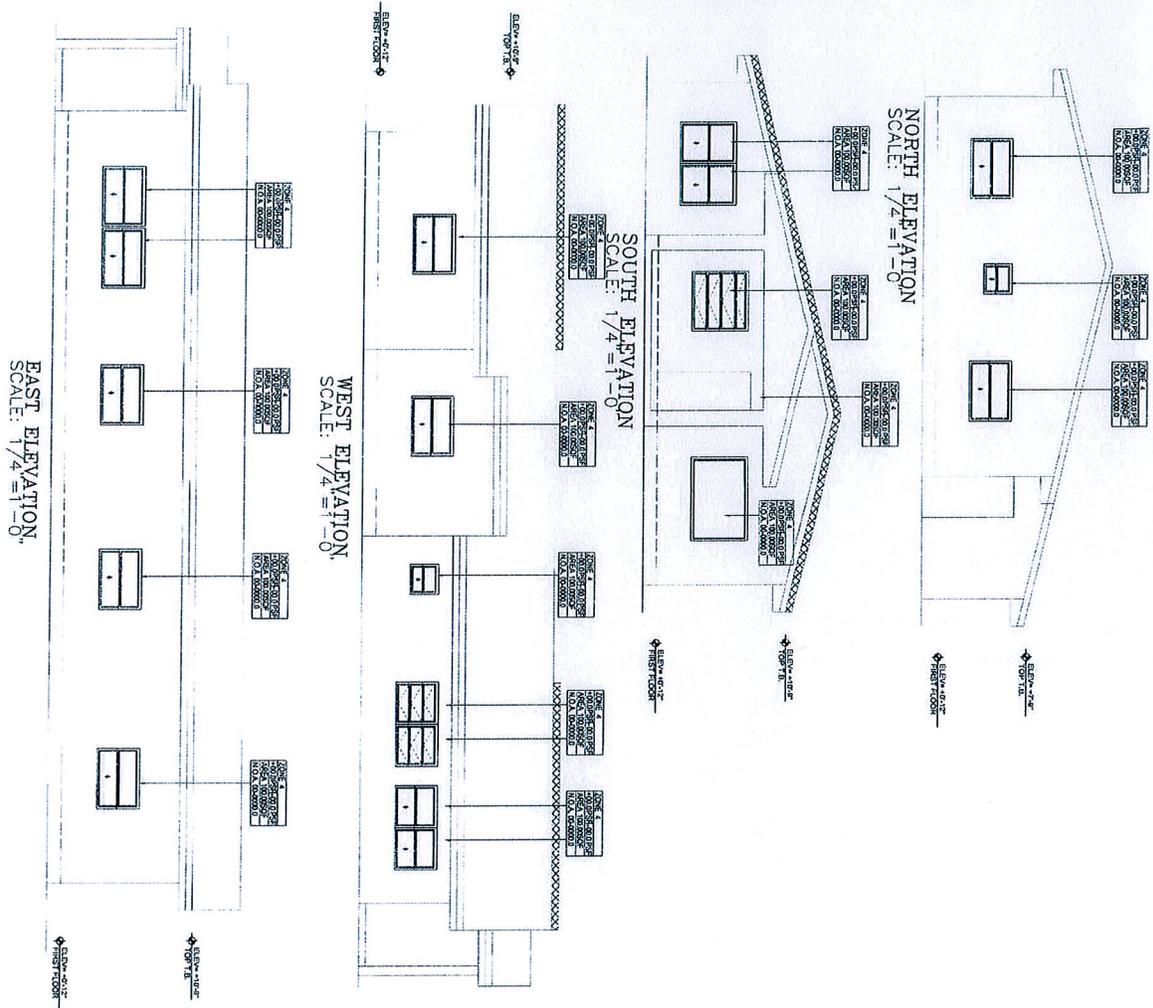
DATE: 06-09
SCALE: AS SHOWN
DESIGNED: E.O.
DRAWN: [Signature]
CHECKED: [Signature]
DRAWING NO: SP-1
SHEET 1 OF 1



1871 NW 152nd STREET
MIAMI GARDENS, FL 33054

EMILIANO OROZCO P.E.
817 SW 122 AVENUE
MIAMI, FLORIDA 33184
PHONE: (786) 715-7125
emilianoorozco690@yahoo.com

REVISIONS
NO. DATE



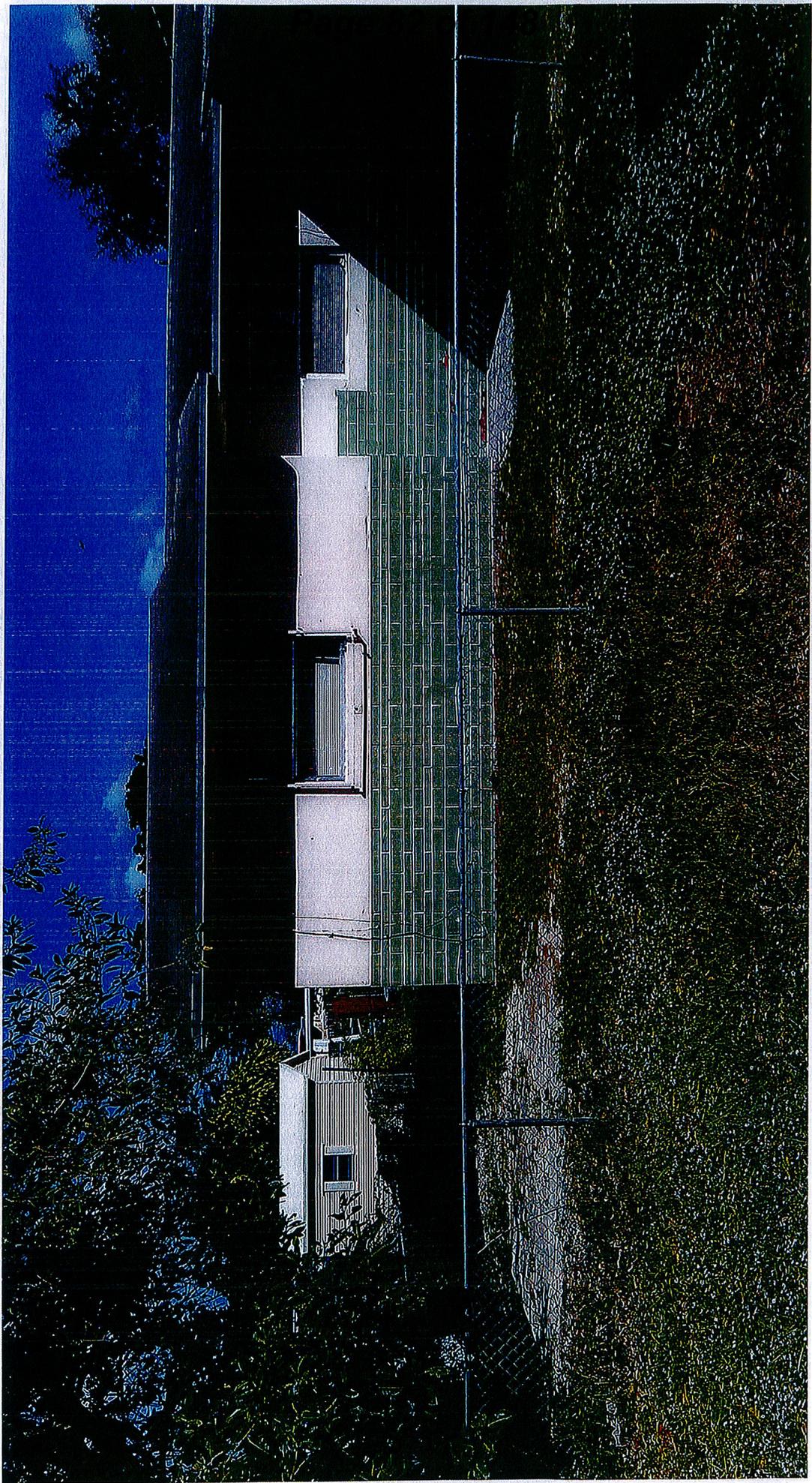
DATE: 10-08
 SCALE: AS SHOWN
 DESIGNED: E.O.
 DRAWN: AS
 CHECKED:
 DRAWING NO. **A-1**
 SHEET 1 OF 1

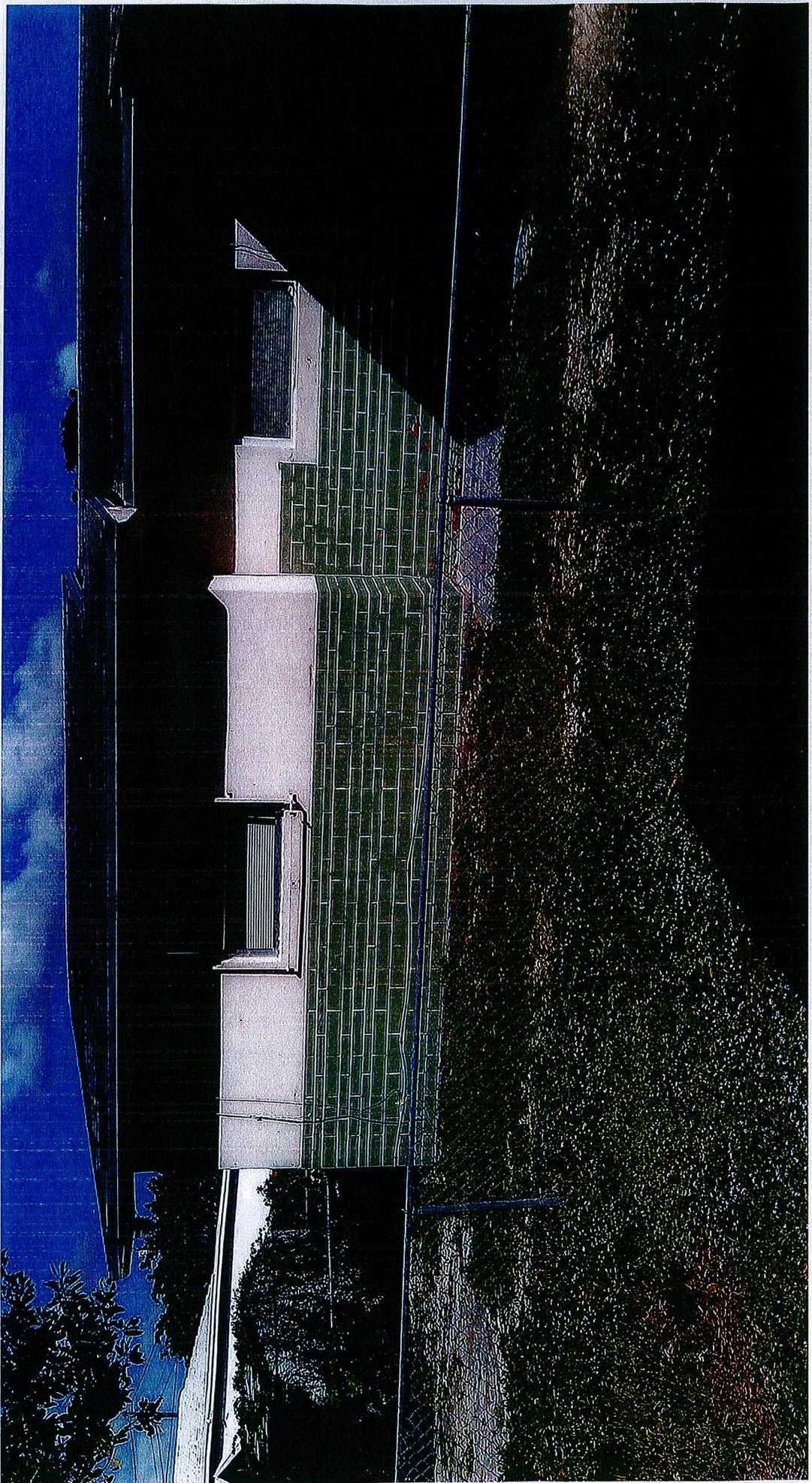
1871 NW 152nd STREET
 MIAMI GARDENS, FL.

EMILIANO OROZCO P.E.
 817 SW 122 AVENUE
 MIAMI, FLORIDA 33184
 PHONE: (786) 715-7125
 emilianoorozco90@yahoo.com

REVISIONS	
NO.	DATE

PHOTOS OF PROPERTY





**CERTIFICATE OF RE-OCCUPANCY
INFORMATION**



City of Miami Gardens

June 3, 2010

Shirley Gibson
Mayor

Juan Carlos Rodriguez
1871 NW 152 St.
Miami Gardens, FL 33054

Aaron Campbell Jr.
Vice Mayor

RE: Certificate of Re-occupancy for 1871 NW 152 ST

Melvin L. Bratton
Council Member

Dear Mr. Rodriguez:

Oliver G. Gilbert III
Council Member

The License and Housing Enforcement Unit has reviewed the Re-Occupancy Certificate application submitted for the above-mentioned property.

Subsequently an inspection of the property was conducted on June 03, 2010 and reveals the following prima facie evidence of illegal addition or alteration:

Sharon Pritchett
Council Member

1. The original three bedroom and one bathroom as shown on the Miami -Dade County Property Appraiser's website has been expanded to five bedrooms and two bathrooms.
2. The rear setback is now only about eleven feet from the property fence.
3. There are also two aluminum car ports encroaching into the front setback, all the way to the side-walk.
4. A search of both Miami-Dade County and the City of Miami Gardens Permit records did not yield any evidence of a building permit nor inspections being performed.

Barbara Watson
Council Member

André Williams
Council Member

Based upon these findings, the following actions shall be taken:

1. Provide official documents to substantiate the legality of said construction.
2. Or apply and obtain a building permit, from the City of Miami Gardens building department to repair, replace or demolish same.
3. Obtain and pass all the necessary inspections from the Building department as per FBC 109.

Dr. Danny O. Crew
City Manager

Please contact me at (305) 622-8000 ext. 2629 if you have any questions.

Ronetta Taylor, MMC
City Clerk

Sonja K. Dickens
City Attorney

Respectfully,

E. Agbenohevi
Housing Inspector

City of Miami Gardens
Code Enforcement Department

A re-occupancy inspection was conducted on this property and there exist a prima facie evidence of zoning and building code violations as follows:

1) Addition attached at rear of property consisting of 2 bedrooms and a bathroom.

2) The same addition encroaches into the rear setback which is now only about 10' from the property fence.

3) The front setback includes 2 aluminum car ports all the way to the sidewalk.

4) There is no evidence of permits nor inspections

Clerk is being instructed to draw up a stipulation agreement for the buyer. EA 06/03/10

6/7/2010 - stip approved (LW)

HOUSING INSPECTOR: E. AGBENOHEVI
LOCATION: 1871 NW 152 ST
DATE: 06/03/10
TIME:9:00 AM



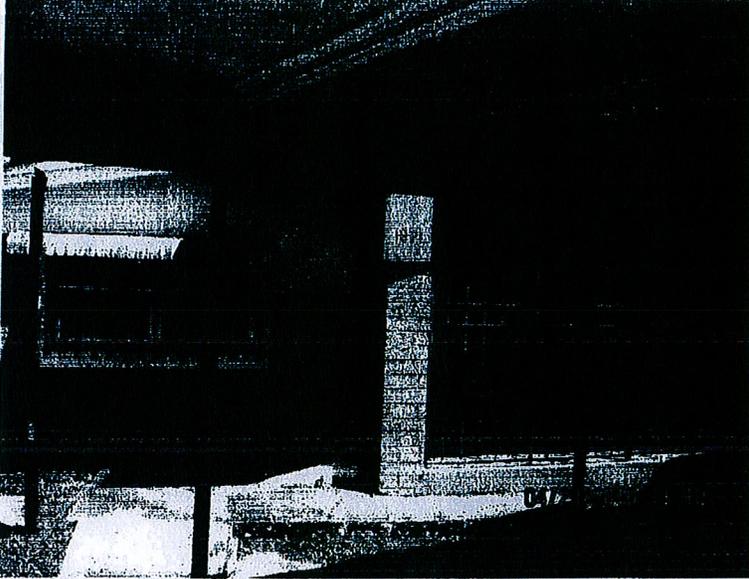
FRONT ELEVATION

HOUSING INSPECTOR: E. AGBENOHEVI

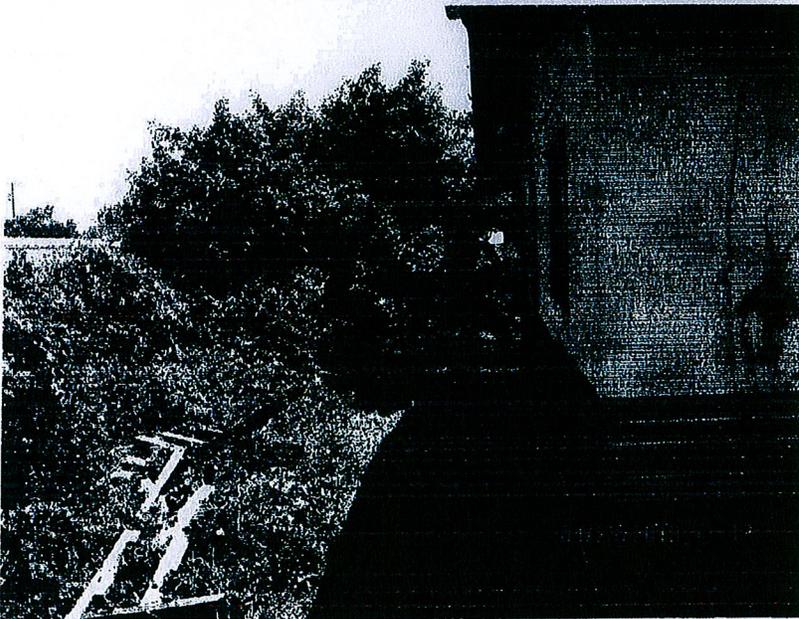
LOCATION: 1871 NW 152 ST

DATE: 04/23/10

TIME: 12:13 PM



FRONT ELEVATION



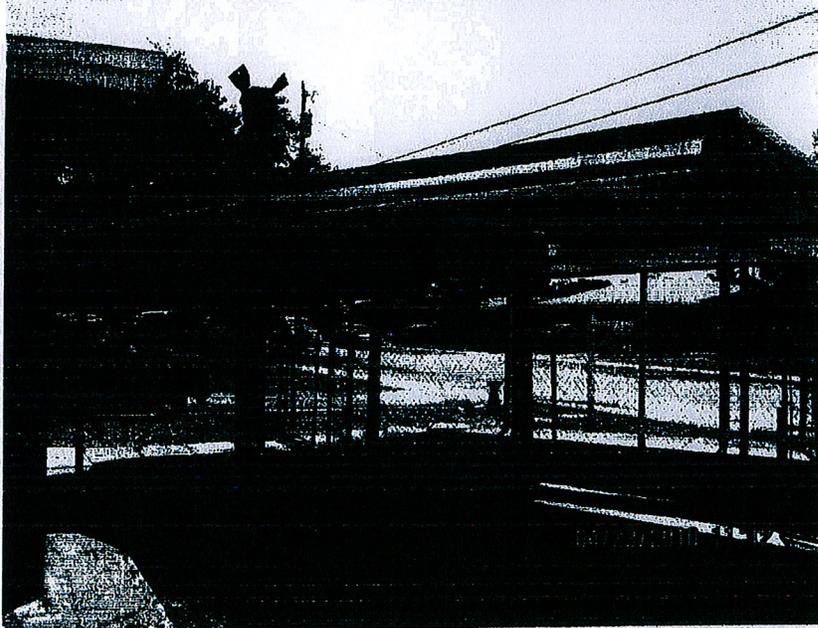
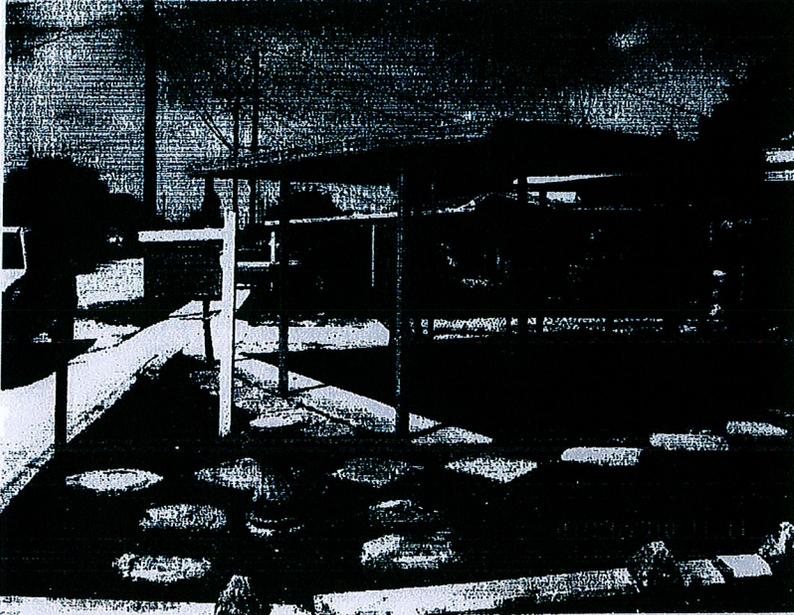
REAR ELEVATION WITH 11 FT. FROM PROP. FENCE

HOUSING INSPECTOR: E. AGBENOHEVI

LOCATION: 1871 NW 152 ST

DATE: 04/23/10

TIME: 12:13 PM

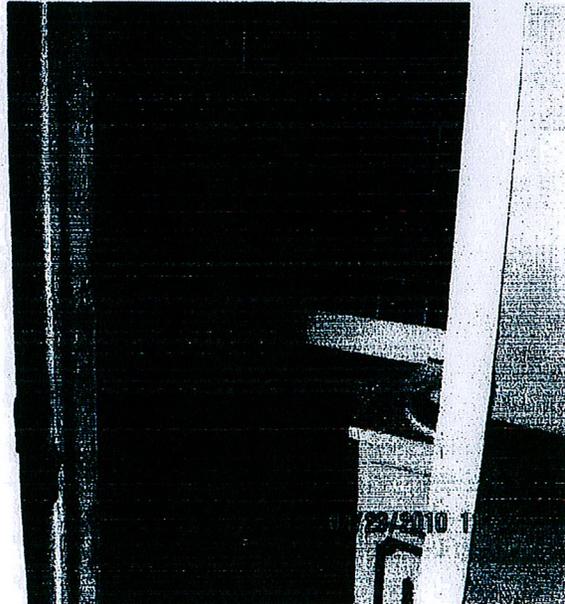


ALUMINUM CAR PORT ENCROACHING IN FRONT SETBACK ALL THE WAY TO SIDE WALK .

HOUSING INSPECTOR: E. AGBENOHEVI
LOCATION: 1871 NW 152 ST
DATE: 04/23/10
TIME: 12:13 PM



ADDITION AT REAR SITUATED IN REAR SETBACK



BATHROOM IN ATTACHED ADDITION AT REAR

CITY OF MIAMI GARDENS

CASE NUMBER RE-2010-000367

Petitioner,
Vs.

Juan Carlos Rodriguez

Respondent.

The City of Miami Gardens, Florida ("City") and the Respondent Juan Carlos Rodriguez ("Respondent") hereby stipulate and agree as follows:

1. That the person(S) signing this Stipulation has the authority to enter into the Stipulation and bind the respective parties to the terms contained herein.
2. That the property located at 1871 NW 152 ST, Miami Gardens, Florida, ("Property") is currently not in compliance with the City of Miami Gardens Code of Ordinances and/or Miami-Dade Code of Ordinances due to zoning violation(s).
 Accessory Structure Fence Illegal Addition Life Safety Issues Use
3. That the Respondent agrees to correct all zoning violations specified in this stipulation agreement.
4. That the Respondent is granted an additional period of 90 days until 9/4/2010, to take all necessary remedial action to correct the violation(s) to bring the Property into compliance with the City of Miami Gardens Code of Ordinance and/or Miami-Dade County Code of Ordinances.
5. That the Respondent agrees to allow the City of Miami Gardens Code Compliance Division to arrange for a re-inspection of the Property in order to verify that the violation(s) have been corrected and that the Property is in compliance with the City of Miami Gardens Code of Ordinances and/or Miami-Dade County Code of Ordinances.
6. That if the terms of this Stipulation are not complied with, the City has the right to proceed with an issuance of a Civil Violation Notice to the new property owner.
7. The effective date of this stipulation is the date of its execution.
8. This Stipulation shall be binding only between the City and Respondent and shall not inure to the benefit of the successor or assign of the parties, or any other person or entity.
9. That Respondent has read and understands the terms of this Stipulation and agrees to the terms.

CITY OF MIAMI GARDENS,

RESPONDENT

By: [Signature]
Housing Inspector

By: _____
Print Name: _____
Title: Property Owner or Authorized Agent

Date: 06/08/10

Date: _____

Approved by: _____
City Manager

Sworn to and subscribed before me this _____ Day of _____, 200_____
Notary Public-State of Florida-Print, Type or Stamp Commissioned
Name of Notary Public _____

Date: 6/9/2010

Personally Known or Produced Identification
Type of Identification Produced _____
ID # _____ Expir. Date _____

am / \$ 75⁰⁰

**City of Miami Gardens
Code Enforcement
Re-Occupancy Permit Inspection Checklist**

Property Owner: _____

Cust. #: _____

Re2010.000367

Property Address: _____

1871 NW 152 St

	Yes	No	W/N	CVN #
1. Use	_____	✓	_____	_____
2. Illegal Addition	✓	_____	_____	_____
3. Accessory Structures	✓	_____	_____	_____
4. Life Safety Issues	_____	✓	_____	_____
5. Fence & Walls	_____	✓	_____	_____

Comments: _____

see summary sheet

Pass _____ Officer: _____

Date: _____

Fail ✓ Officer: E. Agbenohen

Recheck Date: 90 days



City of Miami Gardens
305-622-8000

1 Finance

1014401-1 05/24/2010 BR1 T26

Mon May24,2010 10:32AM Trans#21-21

Name: PRINCIPAL REALTY INC

Addr: 1871 NW 152ND ST MIAMI,FL 33169

21 \$75.00 reocpy - Certificate of

Re-Occupany

1 ITEM(S): TOTAL: \$75.00

Electronic Check (004733) PAID \$75.00

Visit us at www.miamigardens-fl.gov



CITY OF MIAMI GARDENS APPLICATION FOR RE-OCCUPANCY CERTIFICATE

PROPERTY INFORMATION

Folio: 34-21-15-006-1580 No. of Bedrooms: 5 No. of Baths: 2
 Property Address: 1871 NW 152 Street Apartment/Unit #: _____
 City: Miami Gardens State: FL ZIP: 33054
 Closing Date: May 28, 2010

SELLER INFORMATION

First Name: Chase Home Finance, LLC Last Name: N/A
 Mailing Address: 7900 NW 155 St. #103 Apartment/Unit # _____
 City: Miami Lakes State: FL ZIP: 33016
 Phone: 305-558-5211 Fax: 305-362-3925
 Email: marisol @ principal realty. net

BUYER INFORMATION

First Name: Juan Carlos Last Name: Rodriguez
 Mailing Address: 1871 N.W. 152 St. Apartment/Unit #: _____
 City: Opa Locka State: FL ZIP: 33054
 Phone: 786-873-9115 Fax: _____
 Email: m_noya.65 @ yahoo. com

AGENT / DESIGNATED CONTACT INFORMATION

Agency Name: Principal Realty Inc.
 Contact Name: Maria Miller
 Phone: 786-295-9587 Fax: 305-362-3925
 Mailing Address: 7900 NW 155 St. #103 Apartment/Unit #: _____
 City: Miami Lakes State: FL ZIP: 33016

City of Miami Gardens | 1515 NW 167th Street | Air Code Enforcement | Miami Gardens, FL 33169

THIS FORM HAS BEEN APPROVED BY THE FLORIDA ASSOCIATION OF REALTORS AND THE FLORIDA BAR

PRINCIPAL REALTY, INC. 7800 NW 165 Street Miami Lakes FL 33016

1 PARTIES: CHASE (Seller) and ... (Buyer)
2 hereby agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property (collectively "Property") pursuant to the terms and conditions of this Contract for Sale and Purchase and any riders and addenda ("Contract"):
3 I. DESCRIPTION (a) Legal description of the Real Property located in MIAMI-DADE County, Florida:
4 Lot 18, Block 1, of BARNOW PARK, according to the Plat thereof recorded in Plat Book 44, Page 27, of the Public
5 Records of MIAMI-DADE County, Florida.
6 (b) Street address, city, zip, of the Property is: 1471 NW 135th Street, OPALOCKA, FLORIDA 33081
7 (c) Personal Property includes existing range(s), refrigerator(s), dishwasher(s), ceiling fan(s), light fixture(s), and window treatment(s)
8 unless specifically excluded below.
9 Other items included are: N/A
10 Items of Personal Property (and leased items, if any) excluded are: N/A
11 L. PURCHASE PRICE (U.S. currency): \$9,500.00
12 PAYMENT:
13 (a) Deposit held in escrow by NORTH AMERICAN TITLE (Escrow Agent) \$3,950.00
14 Escrow Agent's address: 2001 S.W. 10th St. Suite 200, MIAMI, FL 33135 Phone: 305-241-8888
15 (c) Additional escrow deposit to be made to Escrow Agent within _____ days after Effective Date
16 In the amount of: N/A
17 (c) Financing in the amount of ("Loan Amount") see Paragraph IV below
18 (d) Other: N/A
19 (e) Balance to close by cash, wire transfer or LOCALLY DRAWN cashier's or official bank
20 check(s), money order(s) or promissory note(s)
21 BALANCE
22 II. TIME FOR ACCEPTANCE OF OFFER AND COUNTEROFFERS; EFFECTIVE DATE:
23 (a) If this offer is not accepted by and delivered to all parties OR FACT OF EXECUTION communicated in writing between the parties
24 on or before _____, the deposit(s) will, at Buyer's option, be returned and this offer withdrawn. Unless
25 otherwise stated, the time for acceptance of any counteroffers shall be 3 days from the date the counteroffer is delivered.
26 (b) The date of Contract ("Effective Date") will be the date when the last one of the Buyer and Seller has signed or initialed this offer or
27 the final counteroffer, if such date is not otherwise set forth in this Contract, then the "Effective Date" shall be the date determined
28 above for acceptance of this offer or, if applicable, the final counteroffer.
29 III. FINANCING
30 (a) This is a cash transaction with no contingencies for financing.
31 (b) If this Contract is contingent on Buyer obtaining written loan commitment which confirms underwriting loan approval for a loan to
32 purchase the Property ("Loan Approval") within _____ days (if blank, then 30 days) after Effective Date ("Loan Approval Date") for
33 (CHECK ONLY ONE): a fixed; an adjustable; or a fixed or adjustable rate loan, in the Loan Amount (See Paragraph I.(c))
34 at an initial interest rate not to exceed _____%, and for a term of _____ years. Buyer will make application within _____ days
35 (if blank, then 5 days) after Effective Date.
36 BUYER: Buyer shall use reasonable diligence to obtain Loan Approval; notify Seller in writing of receipt of Loan Approval by
37 Loan Approval Date; satisfy terms of the Loan Approval; and close the loan. Loan Approval which requires a condition related to the
38 sale of other property shall not be deemed Loan Approval for purposes of this subparagraph. Buyer shall pay all loan expenses. Buyer
39 authorizes the mortgage broker(s) and lender(s) to disclose information regarding the conditions, status, and progress of loan
40 application and Loan Approval to Seller, Seller's attorney, real estate broker(s), and Closing Agent.
41 SELLER: If Buyer does not deliver to Seller written notice of Loan Approval by Loan Approval Date, Seller may thereafter cancel this
42 Contract by delivering written notice ("Seller's Cancellation Notice") to Buyer, but not later than seven (7) days prior to Closing. Seller's
43 Cancellation Notice shall notify Buyer that Buyer has three (3) days to deliver to Seller written notice waiving the Financing
44 contingency, or the Contract shall be cancelled.
45 DEPOSIT(S) (for purposes of this Financing Paragraph IV(D) only): If Buyer has used reasonable diligence but does not obtain
46 Loan Approval by Loan Approval Date, and thereafter either party elects to cancel this Contract, the deposit(s) shall be returned to
47 Buyer. If Buyer obtains Loan Approval or waives this Financing contingency, and thereafter the Contract does not close, then the
48 deposit(s) shall be paid to Seller; provided however, if the failure to close is due to: (1) Seller's failure or refusal to close or Seller
49 otherwise fails to meet the terms of the Contract, or (2) Buyer's lender fails to receive and approve an appraisal of the Property in an
50 amount sufficient to meet the terms of the Loan Approval, then the deposit(s) shall be returned to Buyer.
51 (c) Assumption of existing mortgage (see rider for terms); or
52 (d) Purchase money note and mortgage to Seller (see "As Is" Standard's B and K and rider; addenda; or special clauses for terms).
53 V. TITLE EVIDENCE: At least _____ days (if blank, then 5 days) before Closing a title insurance commitment with legible copies of
54 instruments listed as exceptions attached thereto ("Title Commitment") and, after Closing, an owner's policy of title insurance (see
55 Standard A for terms) shall be obtained by:
56 (CHECK ONLY ONE): (1) Seller, at Seller's expense and delivered to Buyer or Buyer's attorney; or
57 (2) Buyer, at Buyer's expense.
58 (CHECK HERE): If an abstract of title is to be furnished instead of title insurance, and attach rider for terms.
59 VI. CLOSING DATE: This transaction shall be closed and the closing documents delivered on OR BEFORE _____ (DATE)
60 ("Closing"), unless modified by other provisions of this Contract. In the event of extreme weather or other conditions or events
61 constituting "force majeure", Closing will be extended a reasonable time until (1) restoration of utilities and other services essential to
62 Closing, and (2) availability of Hazard, Wind, Flood, or Homeowners' Insurance. If such conditions continue more than _____ days (if
63 blank, then 14 days) beyond Closing Date, then either party may cancel this Contract.

SUBJECT TO COUNTER OFFER

80 VII. RESTRICTIONS; EASEMENTS; LIMITATIONS: Seller shall convey marketable title subject to comprehensive land use plans, zoning,
 81 restrictions, prohibitions and other requirements imposed by governmental authority, restrictions and matters appearing on the plat or
 82 otherwise common to the subdivision, outstanding oil, gas and mineral rights of record without right of entry; unplaced public utility
 83 easements of record (located contiguous to real property lines and not more than 10 feet in width as to the rear or front lines and 7 1/2
 84 feet in width as to the side lines); loans for year of Closing and subsequent years; and assumed mortgages and purchase money
 85 mortgages, if any (if additional loans, see addendum); provided, that none prevent use of the Property for
 86 RESIDENTIAL purpose(s).
 87
 88 VII. OCCUPANCY: Seller shall deliver occupancy of Property to Buyer at time of Closing unless otherwise stated herein. If Property is
 89 intended to be rented or occupied beyond Closing, the fact and terms thereof and the tenant(s) or occupants shall be disclosed
 90 pursuant to "As Is" Standard F, if occupancy is to be delivered before Closing. Buyer assumes all risks of loss to Property from date of
 91 occupancy, shall be responsible and liable for maintenance from that date, and shall be deemed to have accepted Property in its
 92 existing condition as of time of taking occupancy.
 93
 94 IX. TYPED OR HANDWRITTEN PROVISIONS: Typewritten or handwritten provisions, riders and addenda shall control all printed
 95 provisions of this Contract in conflict with them.
 96
 97 X. ASSIGNABILITY: (CHECK ONLY ONE) Buyer may assign and thereby be released from any further liability under this Contract;
 98 may assign but not be released from liability under this Contract or may not assign this Contract.
 99
 100 XI. DISCLOSURES:
 101
 102 (a) The Property may be subject to unpaid special assessment levies imposed by a public body ("public body" does not include a
 103 Condominium or Homeowners' Association). Such levies, if any, whether applied, confirmed and levied, pending, or payable in
 104 installments, as of Closing, shall be paid as follows: by Seller at closing by Buyer (if left blank, then Seller at Closing). If
 105 the amount of any assessment to be paid by Seller has not been finally determined as of Closing, Seller shall be charged at Closing
 106 an amount equal to the last estimate or assessment for the improvement by the public body.
 107
 108 (b) Radon is a naturally occurring radioactive gas that when accumulated in a building in sufficient quantities may present health risks
 109 to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in
 110 Florida. Additional information regarding radon or radon testing may be obtained from your County Public Health unit.
 111
 112 (c) Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or desires additional
 113 information regarding mold, Buyer should contact an appropriate professional.
 114
 115 (d) Buyer acknowledges receipt of the Florida Energy-Efficiency Rating Information Brochure required by Section 553.606, F.S.
 116
 117 (e) If this Real Property includes pre-1978 residential housing, does a lead-based paint risk is mandatory.
 118
 119 (f) If Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act, the parties shall comply with that Act.
 120
 121 (g) BUYER SHOULD NOT DISPUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS'
 122 ASSOCIATION DISCLOSURE.
 123
 124 (h) PROPERTY TAX DISCLOSURE SUMMARY: BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES
 125 AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO
 126 PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE
 127 PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS
 128 CONCERNING
 129 VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.
 130
 131 XII. MAXIMUM REPAIR COSTS DELETED
 132
 133 XIII. HOME WARRANTY: Seller Buyer N/A will pay for a home warranty plan issued by
 134 _____ at a cost not to exceed \$_____.
 135
 136 XIV. INSPECTION PERIOD AND RIGHT TO CANCEL: (a) Buyer shall have 2 _____ days from Effective Date ("Inspection Period")
 137 within which to have such inspections of the Property performed as Buyer shall desire and all such service shall be made
 138 available by the Seller during the Inspection Period; (b) Buyer shall be responsible for prompt payment for such inspections and
 139 repair of damage to and restoration of the Property resulting from such inspections and this provision (b) shall survive
 140 termination of this Contract; and (c) If Buyer determines, in Buyer's sole discretion, that the Property is not acceptable to Buyer,
 141 Buyer may cancel this Contract by delivering fee-simple or written notice of such election to Seller prior to the expiration of the
 142 Inspection Period. If Buyer timely cancels this Contract, the deposit(s) paid shall be immediately returned to Buyer; thereupon,
 143 Buyer and Seller shall be released of all further obligations under this Contract, except as provided in this Paragraph XIV. Unless
 144 Buyer exercises the right to cancel granted herein, Buyer accepts the Property in its present physical condition, subject to any
 145 violations of governmental, building, environmental, and safety codes, restrictions or requirements and shall be responsible for
 146 any and all repairs and improvements required by Buyer's lender.
 147
 148 XV. RIDERS; ADDENDA; SPECIAL CLAUSES: CHECK those riders which are applicable AND are attached to and made a part of this
 149 Contract
 150 CONDOMINIUM VAPHA HOMEOWNERS' ASSN. LEAD-BASED PAINT COASTAL CONSTRUCTION CONTROL LINE
 151 INSULATION EVIDENCE OF TITLE (SOUTH FLORIDA CONTRACTS) Other Comprehensive Rider Provisions Addenda
 152 Special Clause(s): SEE ATTACHED
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124 XVI. "AS IS" STANDARDS FOR REAL ESTATE TRANSACTIONS ("AS IS" Standards): Buyer and Seller acknowledge receipt of a
 125 copy of "AS IS" Standards A through Z on the reverse side of attached, which are incorporated as part of this Contract.

SUBJECT TO COUNTER OFFER

To: Merit Page 4 of 4

2010-04-30 17:28:52 (GMT)

17604721836 From: Glenside Courts

130 THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT OF FULLY EXECUTED FORCE, NOT THE AFFAIRS OF AN ATTORNEY PRIOR TO SIGNING.
 132 THIS "AS IS" FORM HAS BEEN SPECIFICALLY DESIGNED FOR THE PURPOSES OF THE STATE OF CALIFORNIA AND SHOULD BE USED ONLY FOR THAT PURPOSE.
 134 ANY OTHER USES OF THIS FORM ARE AT THE USER'S RISK AND SHOULD BE APPROVED BY THE USER'S ATTORNEY. ANY OTHER USES OF THIS FORM ARE AT THE USER'S RISK AND SHOULD BE APPROVED BY THE USER'S ATTORNEY.

136 [Signature] 4/30/10 [Signature] bDREO World as
 (Buyer) (Date) (Date) (Seller)
 138 [Signature] 4/30/10 Chase Home Finance LLC
 (Buyer) (Date) (Seller) (Date)

140 Buyer's address for purposes of notice _____ Seller's address for purposes of notice _____

142 _____ Phone _____ Phone _____

144 WHEREAS, the Seller has agreed to sell the property described in the listing on the real estate website of LARGEMETRO.COM in connection with this Contract;

146 Name: Principal Realty, Inc. PRINCIPAL REALTY, INC.
 148 14000 Main Street 14000 Main Street

SUBJECT TO COUNTER OFFER

"A/B IS" STANDARDS FOR REAL ESTATE TRANSACTIONS

182
183 **A. TITLE INSURANCE:** The Title Commitment shall be issued by a Florida licensed title insurer agreeing to issue Buyer, upon recording of
184 the deed to Buyer, an owner's policy of title insurance in the amount of the purchase price, insuring Buyer's marketable title to the Real
185 Property subject only to matters contained in Paragraph VII and those to be discharged by Seller at or before Closing. Marketable title shall be
186 determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance with law. Buyer shall have 5
187 days from date of receiving the Title Commitment to examine it, and if title is found defective, notify Seller in writing specifying defect(s) which
188 render title unmarketable. Seller shall have 30 days from receipt of notice to remove the defects, failing which Buyer shall, within 5 days after
189 expiration of this 30 day period, deliver written notice to Seller either: (1) extending the time for a reasonable period not to exceed 150 days
190 within which Seller shall use diligent effort to remove the defects; or (2) requesting a refund of deposit(s) paid which shall be returned to Buyer.
191 If Buyer fails to so notify Seller, Buyer shall be deemed to have accepted the title as it then is. Seller shall, if title is found unmarketable, use
192 diligent effort to correct defect(s) within the time provided. If, after diligent effort, Seller is unable to timely correct the defects, Buyer shall either
193 waive the defects, or receive a refund of deposit(s), thereby releasing Buyer and Seller from all further obligations under this Contract. If Seller
194 fails to provide the Title Commitment and it is delivered to Buyer less than 5 days prior to Closing, Buyer may extend Closing so that Buyer shall
195 have up to 5 days from date of receipt to examine same in accordance with the "A/B IS" Standards.
196
197 **B. PURCHASE MONEY MORTGAGE; SECURITY AGREEMENT TO SELLER:** A purchase money mortgage and mortgage note to Seller
198 shall provide for a 30 day grace period in the event of default if a first mortgage and a 15 day grace period if a second or lesser mortgage;
199 shall provide for right of prepayment in whole or in part without penalty; shall permit acceleration in event of transfer of the Real Property; shall
200 require all prior liens and encumbrances to be kept in good standing; shall forbid modifications of, or future advances under, prior mortgage(s);
201 shall require Buyer to maintain policies of insurance containing a standard mortgage clause covering all improvements located on the Real
202 Property against fire and all perils included within the term "extended coverage endorsements" and such other risks and perils as Seller may
203 reasonably require, in an amount equal to their highest insurable value; and the mortgage, note and security agreement shall be otherwise in
204 form and content required by Seller, but Seller may only require clauses and coverage customarily found in mortgages, mortgage notes and
205 security agreements generally utilized by savings and loan institutions or state or national banks located in the county wherein the Real
206 Property is located. All Personal Property and leases being conveyed or assigned with, at Seller's option, be subject to the lien of a security
207 agreement evidenced by recorded or filed financing statements or certificates of title. If a balloon mortgage, the final payment will exceed the
208 periodic payments thereon.
209
210 **C. SURVEY:** Buyer, at Buyer's expense, with time allowed to deliver evidence of title and to examine same, may have the Real Property
211 surveyed and certified by a registered Florida surveyor. If the survey discloses encroachments on the Real Property or that improvements
212 located thereon encroach on setback, line, easements, lands of others or violate any restrictions, Contract covenants or applicable
213 governmental regulations, the same shall constitute a title defect.
214
215 **D. WOOD DESTROYING ORGANISMS: DELETED**
216
217 **E. INGRESS AND EGRESS:** Seller warrants and represents that there is ingress and egress to the Real Property sufficient for its intended
218 use as described in Paragraph VII hereof and title to the Real Property is insurable in accordance with "A/B IS" Standard A without exception
219 for lack of legal right of access.
220
221 **F. LEASES:** Seller shall, at least 10 days before Closing, furnish to Buyer copies of all written leases and estoppel letters from each tenant
222 specifying the nature and duration of the tenant's occupancy, rental rates, advanced rent and security deposits paid by tenant. If Seller is
223 unable to obtain such letter from each tenant, the same information shall be furnished by Seller to Buyer within that time period in the form of a
224 Seller's affidavit, and Buyer may thereafter contact tenant to confirm such information. If the terms of the leases differ materially from Seller's
225 representations, Buyer may terminate this Contract by delivering written notice to Seller at least 5 days prior to Closing. Seller shall, at Closing,
226 deliver and assign all original leases to Buyer.
227
228 **G. LIENS:** Seller shall furnish to Buyer at time of Closing an affidavit attesting to the absence, unless otherwise provided for herein, of any
229 financing statement, claims of lien or potential liens known to Seller and further attesting that there have been no improvements or repairs to
230 the Real Property for 90 days immediately preceding date of Closing. If the Real Property has been improved or repaired within that time,
231 Seller shall deliver releases or waivers of construction liens executed by all general contractors, subcontractors, suppliers and materialmen in
232 addition to Seller's lien affidavit setting forth the names of all such general contractors, subcontractors, suppliers and materialmen, further
233 attesting that all charges for improvements or repairs which could serve as a basis for a construction lien or a claim for damages have been
234 paid or will be paid at the Closing of this Contract.
235
236 **H. PLACE OF CLOSING:** Closing shall be held in the county wherein the Real Property is located at the office of the attorney or other closing
237 agent ("Closing Agent") designated by the party paying for the insurance, or, if no title insurance, designated by Seller.
238
239 **I. TIME:** Calendar days shall be used in computing time periods except periods of less than six (6) days, in which event Saturdays, Sundays
240 and state or national legal holidays shall be excluded. Any time periods provided for herein which shall end on a Saturday, Sunday, or a legal
241 holiday shall extend to 5:00 p.m. of the next business day. Time is of the essence in this Contract.
242
243 **J. CLOSING DOCUMENTS:** Seller shall furnish the deed, bill of sale, certificate of title, construction lien affidavit, owner's possession
244 affidavit, assignments of leases, tenant and mortgage estoppel letters and corrective instruments. Buyer shall furnish mortgage, mortgage
245 note, security agreements and financing statements.
246
247 **K. EXPENSES:** Documentary stamps on the deed and recording of corrective instruments shall be paid by Seller. All costs of Buyer's loan
248 (whether obtained from Seller or third party), including, but not limited to, documentary stamps and intangible tax on the purchase money
249 mortgage and any mortgage assumed, mortgage title insurance commitment with related fees, and recording of purchase money mortgage,
250 deed and financing statements shall be paid by Buyer. Unless otherwise provided by law or rider to this Contract, charges for related closing
251 services, file search, and closing fees (including preparation of closing statement), shall be paid by the party responsible for furnishing the title
252 evidence in accordance with Paragraph V.
253
254 **L. PRORATIONS/ CREDITS:** Taxes, assessments, rent, interest, insurance and other expenses of the Property shall be prorated through the
255 day before Closing. Buyer shall have the option of taking over existing policies of insurance, if assignable, in which event premiums shall be
256 prorated. Cash at Closing shall be increased or decreased as may be required by premiums to be made through day prior to Closing, or
257 occupancy, if occupancy occurs before Closing. Advance rent and security deposits will be credited to Buyer. Escrow deposits held by
258 mortgagee will be credited to Seller. Taxes shall be prorated based on the current year's tax with due allowance made for maximum allowable
259 discount, homestead and other exceptions. If Closing occurs at a date when the current year's millage is not fixed and current year's
260 assessment is available, taxes will be prorated based upon such assessment and prior year's millage. If current year's assessment is not
261 available, then taxes will be prorated on prior year's tax. If there are completed improvements on the Real Property by January 1st of year of
262 Closing, which improvements were not in existence on January 1st of prior year, then taxes shall be prorated based upon prior year's millage
263 and an equitable assessment to be agreed upon between the parties, failing which, request shall be made to the County Property Appraiser
264 for an (informal) assessment taking into account available exemptions. A tax proration based on an estimate shall, at request of either party, be
265 readjusted upon receipt of current year's tax bill.

2
SUBJECT TO
COUNTER OFFER

"AS IS" STANDARDS FOR REAL ESTATE TRANSACTIONS (CONTINUED)

225 M. (RESERVED - purposely left blank)

226 N. INSPECTION, REPAIR AND MAINTENANCE: DELETED

227 O. RISK OF LOSS: If, after the Effective Date, the Property is damaged by fire or other casualty ("Casualty Loss") before Closing and cost of restoration (which shall include the cost of pruning or removing damaged trees) does not exceed 1.5% of the Purchase Price, cost of restoration shall be an obligation of Seller and Closing shall proceed pursuant to the terms of this Contract, and if restoration is not completed as of Closing, restoration costs will be escrowed at Closing. If the cost of restoration exceeds 1.5% of the Purchase Price, Buyer shall either take the Property as is, together with the 1.5% or receive a refund of deposit(s) thereby releasing Buyer and Seller from all further obligations under this Contract. Seller's sole obligation with respect to tree damage by casualty or other natural occurrence shall be the cost of pruning or removal.

233 P. CLOSING PROCEDURES: The deed shall be recorded upon clearance of funds. If the title agent/insurer advises matters pursuant to Section 627.7841, P.S., as amended, the escrow and closing procedures required by this "AS IS" Standard shall be waived. Unless waived as set forth above the following closing procedures shall apply: (1) all closing proceeds shall be held in escrow by the Closing Agent for a period of not more than 5 days after Closing; (2) if Seller's title is rendered unmarketable, through no fault of Buyer, Buyer shall, within the 5 day period, notify Seller in writing of the defect and Seller shall have 30 days from date of receipt of such notification to cure the defect; (3) if Seller fails to timely cure the defect, all deposits and closing funds shall, upon written demand by Buyer and within 5 days after demand, be returned to Buyer and, simultaneously with such repayment, Buyer shall return the Personal Property, vacate the Real Property and reconvert the Property to Seller by special warranty deed and bill of sale; and (4) if Buyer fails to make timely demand for refund, Buyer shall take title as is, waiving all rights against Seller as to any intervening defect except as may be available to Buyer by virtue of warranties contained in the deed or bill of sale.

243 Q. ESCROW: Any Closing Agent or escrow agent (collectively "Agent") receiving funds or a equivalent is authorized and agrees by acceptance of them to deposit them promptly, hold same in escrow and, subject to direction, disburse them in accordance with terms and conditions of this Contract. Failure of funds to clear shall not excuse Buyer's performance. If in doubt as to Agent's duties or liabilities under the provisions of this Contract, Agent may, at Agent's option, continue to hold the subject matter of the escrow until the parties hereto agree to its disbursement or until a judgment of a court of competent jurisdiction shall determine the rights of the parties, or Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute. An attorney who represents a party and also acts as Agent may represent such party in such action. Upon notifying all parties concerned of such action, all liability on the part of Agent shall fully terminate, except to the extent of accounting for any funds previously delivered out of escrow. If a licensed real estate broker, Agent will comply with provisions of Chapter 472, 250 F.S., as amended. Any suit between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder, or in any suit wherein Agent intervenes the subject matter of the escrow, Agent shall recover reasonable attorney's fees and costs incurred with these amounts to be paid from and out of the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party. The Agent shall not be liable to any party or person for misfeasance to Buyer or Seller or for the return of funds subject to the escrow, unless such misfeasance is the result of willful breach of the provisions of this Contract or gross negligence of Agent.

256 R. ATTORNEY'S FEES; COSTS: In any litigation, including breach, enforcement or interpretation, arising out of this Contract, the prevailing party in such litigation, which, for purposes of this "AS IS" Standard, shall include Seller, Buyer and any brokers acting in agency or management relationships authorized by Chapter 475, P.S., as amended, shall be entitled to recover from the non-prevailing party reasonable attorney's fees, costs and expenses.

260 S. FAILURE OF PERFORMANCE: If Buyer fails to perform this Contract within the time specified, including payment of all deposits, the deposit(s) paid by Buyer and deposit(s) agreed to be paid, may be recovered and retained by and for the account of Seller as agreed upon liquidated damages, consideration for the execution of this Contract and in full settlement of any claims; whereupon, Buyer and Seller shall be relieved of all obligations under this Contract or Seller, at Seller's option, may proceed in equity to enforce Seller's rights under this Contract. If for any reason other than failure of Seller to make Seller's title marketable after diligent effort, Seller fails, neglects or refuses to perform this Contract, Buyer may seek specific performance or elect to receive the return of Buyer's deposit(s) without thereby waiving any action for damages resulting from Seller's breach.

266 T. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE; COPIES: Neither this Contract nor any notice of it shall be recorded in any public records. This Contract shall bind and inure to the benefit of the parties and their successors in interest. Whenever the contract permits, singular shall include plural and one gender shall include all. Notices and delivery given by or to the attorney or broker representing any party shall be as effective as if given by or to that party. All notices must be in writing and may be made by mail, personal delivery or electronic media. A legible facsimile or electronic (including "pdf") copy of this Contract and any signatures hereon shall be considered for all purposes as an original.

272 U. CONVEYANCE: Seller shall convey marketable title to the Real Property by statutory warranty, trustee's, personal representative's, or guardian's deed, as appropriate to the status of Seller, subject only to matters contained in Paragraph VII and those otherwise accepted by Buyer. Personal Property shall, at the request of Buyer, be transferred by an absolute bill of sale with warranty of title, subject only to such matters as may be otherwise provided for herein.

278 V. OTHER AGREEMENTS: No prior or present agreements or representations shall be binding upon Buyer or Seller unless included in this Contract. No modification to or change in this Contract shall be valid or binding upon the parties unless in writing and accepted by the parties intended to be bound by it.

279 W. SELLER DISCLOSURE: (1) There are no facts known to Seller materially affecting the value of the Property which are not readily observable by Buyer or which have not been disclosed to Buyer; (2) Seller extends and intends no warranty and makes no representation of any type, either express or implied, as to the physical condition or history of the Property; (3) Seller has received no written or verbal notice from any governmental entity or agency as to a currently unencumbered building, environmental or safety code violation; (4) Seller has no knowledge of any repairs or improvements made to the Property without cooperation with governmental regulation which have not been disclosed to Buyer.

288 X. PROPERTY MAINTENANCE; PROPERTY ACCESS; ASSIGNMENT OF CONTRACTS AND WARRANTIES: Seller shall maintain the Property, including, but not limited to lawn, shrubbery, and pool in the condition existing as of Effective Date, ordinary wear and tear and Casualty Loss excepted. Seller shall, upon reasonable notice, provide utilities service and access to the Property for appraisal and inspection, including a walk-through prior to Closing, to confirm that all items of Personal Property are on the Real Property and that the Property has been maintained as required by this "AS IS" Standard. Seller will assign all assignable repair and treatment contracts and warranties to Buyer at Closing.

291 Y. 1031 EXCHANGE: If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneous with Closing or deferred) with respect to the Property under Section 1031 of the Internal Revenue Code ("Exchange"), the other party shall cooperate in all reasonable respects to effectuate the Exchange, including the execution of documents; provided (1) the cooperating party shall incur no liability or expense related to the Exchange and (2) the Closing shall not be contingent upon, nor extended or delayed by, such Exchange.

296 Z. BUYER WAIVER OF CLAIMS: Buyer waives any claims against Seller and, to the extent permitted by law, against any real estate licensee involved in the negotiation of the Contract, for any defects or other damage that may exist at Closing of the Contract and be subsequently discovered by the Buyer or anyone claiming by, through, under or against the Buyer.

Handwritten signature and stamp: SUBMIT TO THE COUNTY OFFICE



City of Miami Gardens Zoning Agenda Memo

Zoning Board Meeting Date:	March 7, 2012		Item Type: <i>(Enter X in box)</i>	Resolution X	Ordinance	Other	
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1 st Reading		2 nd Reading	
		x		Public Hearing: <i>(Enter X in box)</i>	Yes	No	Yes
				X			
Funding Source:	<i>(Enter Fund & Dept)</i>		Advertising Requirement:	Yes		No	
				x			
Contract/P.O. Required:	Yes	No	RFP/RFQ/Bid #:				
		X					
Strategic Plan Related:	Yes	No	Strategic Plan Priority Area: Enhance Organizational <input type="checkbox"/> Bus. & Economic Dev <input type="checkbox"/> Public Safety <input type="checkbox"/> Quality of Education <input type="checkbox"/> Qual. of Life & City Image <input type="checkbox"/> Communication <input type="checkbox"/>	Strategic Plan Obj./Strategy: N/A			
		X					
Sponsor Name:	Dr. Danny Crew, City Manager		Department:	Planning and Zoning Department			

Short Title:

RESOLUTION NO. 2012_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, APPROVING THE APPLICATION SUBMITTED BY CAPO AND SONS CORPORATION, FOR THE PROPERTY GENERALLY LOCATED AT NORTHWEST 167TH STREET AND NORTHWEST 47TH AVENUE, MORE PARTICULARLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FOR A VARIANCE OF SECTION 34-667(1)(B)(C) OF THE CITY'S LAND DEVELOPMENT CODE TO ALLOW A MONUMENT SIGN WITH A SIGN AREA OF 682.0 SQUARE FEET WHERE A MAXIMUM SIGN AREA OF 200 SQUARE FEET IS ALLOWED, AND TO ALLOW A SIGN HEIGHT OF 25.0 FEET WHERE A MAXIMUM HEIGHT OF 20.0 FEET IS ALLOWED; FOR A VARIANCE OF SECTION 34-667(2)(B)(2) TO ALLOW A WALL SIGN WITH AN AREA OF 1602.5 SQUARE FEET WHERE A MAXIMUM AREA OF 400 SQUARE FEET IS ALLOWED; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

Background

In February 2008 the City adopted new sign regulations with an intent and purpose that the “*display of signs should be appropriate to the land, building or use they identify and be adequate, but not excessive, for the intended purpose of identification or advertisement*”; . . . *With respect to signs advertising business uses, these regulations are specifically intended to avoid excessive competition and clutter among sign displays in the demand for public attention.*” The sign regulations were developed to be primarily applicable to the commercial centers and businesses along the City’s major roadways such as the Palmetto Expressway, N.W. 27 Avenue, and N.W. 2 Avenue which are classified as Major Arterials. A sign variance process was adopted as part of the regulations to allow the City Council to evaluate whether the intent and purpose of the regulations are being met in situations where the regulations cannot be fully complied with, or may not be practical in already developed business properties.

Current Situation

The applicant, Capo and Sons Corporation, on behalf of El Dorado Furniture, is a single-use property located at the corner of N.W. 167 Street and N.W. 47 Avenue. The sign regulations were specifically intended to be applied to uses adjacent to major roadways such as N.W. 167 Street, N.W. 47 Avenue, and the Palmetto Expressway.

- The existing pole type sign is 25.0 feet in height, with a calculated 310 square feet of sign area.
- The code allows a maximum 20 feet in height, and 200 square feet in sign area along N.W. 167 Street.
- The sign modification proposed is to change the existing pole type sign to a monument sign. The proposed monument sign would remain 25 feet in height, with a sign area of 682 square feet when the base is calculated into the sign area. The actual copy area for the signage will remain at 300 square feet.
- The existing wall sign on the warehouse section of the building is 1602.5 square feet in size occupying 4% of the 40,000 square foot building façade. Each letter of the wall sign is structurally integrated into the building façade and not mounted on a “raceway” device typical of many channel lettering installations making removal and replacement of a wall sign in compliance architecturally difficult and costly.
- Both the pole type sign and the wall sign have been retrofitted with energy efficient LED lighting in the past seven (7) years at a substantial cost.

Since the applicant is proposing to modify the existing freestanding sign into a monument type sign, and remove all other non-compliant signage on the property and replace same with signage in compliance with the City’s sign regulations including directional signs and informational signs the proposed sign modifications and Sign Plan have been crafted to meet the intent and purpose of the City’s sign criteria. Though, the existing wall sign is proposed to remain, where the applicant has worked with staff on the other modifications necessary and has made the attempt within reasonable physical and cost restraints to comply with the new sign regulations staff is supportive of the overall sign plan proposed.

Proposed Action:

City Staff recommends Council approve the Resolution.

Attachments:

- Exhibit “A”, Legal Description
- Exhibit “B”, Staff Recommendation

RESOLUTION NO. 2012_____

1
2
3 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI
4 GARDENS, FLORIDA, APPROVING THE APPLICATION SUBMITTED
5 BY CAPO AND SONS CORPORATION, FOR THE PROPERTY
6 GENERALLY LOCATED AT NORTHWEST 167TH STREET AND
7 NORTHWEST 47TH AVENUE, MORE PARTICULARLY DESCRIBED ON
8 EXHIBIT "A" ATTACHED HERETO, FOR A VARIANCE OF SECTION 34-
9 667(1)(B)(C) OF THE CITY'S LAND DEVELOPMENT CODE TO ALLOW
10 A MONUMENT SIGN WITH A SIGN AREA OF 682.0 SQUARE FEET
11 WHERE A MAXIMUM SIGN AREA OF 200 SQUARE FEET IS
12 ALLOWED, AND TO ALLOW A SIGN HEIGHT OF 25.0 FEET WHERE A
13 MAXIMUM HEIGHT OF 20.0 FEET IS ALLOWED; FOR A VARIANCE OF
14 SECTION 34-667(2)(B)(2) TO ALLOW A WALL SIGN WITH AN AREA OF
15 1602.5 SQUARE FEET WHERE A MAXIMUM AREA OF 400 SQUARE
16 FEET IS ALLOWED; PROVIDING FOR THE ADOPTION OF
17 REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.
18

19 WHEREAS, the Applicant, Capo and Sons Corporation owns the property
20 generally located at the corner of Northwest 167th Street and Northwest 47th Avenue,
21 more particularly described on Exhibit "A" attached hereto, and

22 WHEREAS, the Applicant is requesting the following variances:

- 23 A. A monument sign with a height of 25.0 feet with a calculated
24 310 square feet of sign area where a monument sign of 200
25 square feet and a maximum height of 20 feet is permitted;
26 and
27
28 B. A variance to maintain an existing 1602.5 square feet wall
29 sign where a maximum of 400 feet is permitted, and
30

31 WHEREAS, City staff recommends approval of the application, and

32 WHEREAS, the City Council has considered the testimony of the Applicant, if
33 any, and

34 WHEREAS, the City Council has also considered the testimony of the City's
35 Planning and Zone staff, and the staff report attached hereto as Exhibit "B" and
36 incorporated herein by reference,

37 NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY
38 OF MIAMI GARDENS, FLORIDA AS FOLLOWS:

39 Section 1: ADOPTION OF REPRESENTATIONS: The foregoing Whereas
40 paragraphs are hereby ratified and confirmed as being true, and the same are hereby
41 made a specific part of this Resolution.

42 Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens
43 hereby approves the Application submitted by Capo and Sons Corporation as follows:

44 A. A variance of Section 34-667(1)(B)(C) of the City's Land
45 Development Code to allow a monument sign with a sign area of
46 682.0 square feet where a maximum sign area of 200 square feet is
47 allowed, and to allow a sign height of 25.0 feet where a maximum
48 height of 20.0 feet is allowed; and

49
50 B. A variance of Section 34-667(2)(B)(2) to allow a wall sign with an
51 area of 1602.5 square feet where a maximum area of 400 feet is
52 allowed.

53
54 Section 3: EFFECTIVE DATE: This Resolution shall take effect immediately
55 upon its final passage.

56 PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI
57 GARDENS AT ITS ZONING MEETING HELD ON _____, 2012.

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65

66 **ATTEST:**

67

68

69

70 _____
RONETTA TAYLOR, MMC, CITY CLERK

71

72

73 PREPARED BY: SONJA KNIGHTON DICKENS, ESQ., CITY ATTORNEY

74

75

76 SPONSORED BY: DR. DANNY O. CREW, CITY MANAGER

77

78

79 Moved by: _____

80

81 **VOTE:** _____

82

83 Mayor Shirley Gibson _____ (Yes) _____ (No)

84 Vice Mayor Aaron Campbell, Jr. _____ (Yes) _____ (No)

85 Councilman David Williams Jr _____ (Yes) _____ (No)

86 Councilwoman Lisa Davis _____ (Yes) _____ (No)

87 Councilman Oliver Gilbert, III _____ (Yes) _____ (No)

88 Councilwoman Felicia Robinson _____ (Yes) _____ (No)

89 Councilman Andre' Williams _____ (Yes) _____ (No)

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EXHIBIT "A"
LEGAL DESCRIPTION

EXHIBIT "A"
LEGAL DESCRIPTION

FLORIDA INDUSTRIAL PARK PB 142-24 T-17505 TR A LOT SIZE 21.23 ACRESS F/A/U PARCEL
NUMBER: 34-2117-017-001011.

EXHIBIT "B"
STAFF RECOMMENDATION

**STAFF RECOMMENDATION
PH-2010-000078**

APPLICATION INFORMATION

Applicant: Capo and Sons Corporation for Eldorado Furniture
Property Location: 4200 NW 167 Street
Property Size: 21.23 acres
Future Land Use: Commerce
Existing Zoning: I-2, Industrial - Heavy
Requested Action(s):

1. Variance of section 34-667(1)(b)(c) to allow a monument sign with a sign area of 682 square feet where a maximum sign area of 200 square feet is allowed; and a height of 25.0 feet where a maximum height of 15.0 feet is allowed;
2. Variance of section 34-667(2)(b) to allow a wall sign 1603 square feet in area where a 400 square feet maximum sign area is permitted.

RECOMMENDATION:

City Staff recommends Council approve the Resolution.

REVIEW AND ANALYSIS

Neighborhood Land Use Characteristics

<u>Property</u>	<u>Future Land Use</u>	<u>Zoning</u>	<u>Existing Use</u>
Site	Commerce	I-2, Industrial - Heavy	Furniture retailer and warehouse
North	Major Arterial	Right of way	Palmetto Expressway
South	Commerce	GP, Government Property	Miami-Dade County School Board bus parking facility
East	Neighborhood	R-1, Single Family Residential	single family residences
West	Commerce	I-1, Industrial - Light	Electronics retailer

The 31.23 acre property is developed with a 479,270 square foot furniture and warehouse facility. To the north is the Palmetto Expressway, with single family residences to the east and a Miami-Dade County School Board bus storage facility to the south. Adjacent to the west is Brandsmart, an electronics and appliance retailer.

Project Summary/Background

- The 479,270 square feet facility operates as a furniture retailer and warehouse/distribution for El Dorado Furniture stores. The facility is located on 21.23 acres with access from N.W. 167 Street eastbound and from N.W. 47 Avenue. The property has almost 1000 feet of frontage on N.W. 167 Street and the building is setback approximately 420 feet from the Palmetto Expressway and 240 feet from the N.W. 167 Street.
- The existing freestanding sign is a 25.0 feet high pole type sign with sign copy of approximately 300 square feet containing “El Dorado Furniture”.
- The wall sign is 1603 square feet in area and consists of individual illuminated letters mounted directly onto the building façade. The building façade is approximately 40,000 square feet spanning almost the entire 900 feet width of the property at approximately 48.0 feet high. The wall sign occupies 4% or less of the building façade.
- Both the freestanding sign and the wall sign have been refurbished and retrofitted with energy efficient LED lighting within the last seven (7) years.
- Both the freestanding sign and wall sign complied with, and were permitted under the Miami-Dade County sign regulations at time of installation.
- The City’s sign regulations require that by February 12, 2011 a Sign Plan approval be obtained and by Feb. 12, 2013 (5 years from adoption) all signage be in compliance with the approved Sign Plan pursuant to the regulations adopted on February 13, 2008. The applicant is not able to obtain sign plan approval without depicting signage that will be in compliance with the City’s regulation come 2013. The existing pole sign and wall sign on the property do not comply with the City’s 2008 adopted sign regulations.
- The applicant will remove and replace all other signage on the property, other than as requested herein, for compliance with the City’s sign regulations.

Zoning History

Metropolitan Dade County Zoning Appeals Board approved Resolution No. 4-ZAB-141-92 granting a non-use variance of setback requirements allowing the existing freestanding sign to setback 10.0 feet where 20.0 feet was required.

Consistency with City of Miami Gardens Comprehensive Development Master Plan

The requested waivers of the sign regulations do not impact or change the use or the development on the property in a manner that is inconsistent with the Commerce designation of the property in the Future Land Use Element of the of the City of Miami Gardens Comprehensive Development Master Plan (CDMP).

The CDMP’s Community Vision states as a Medium overall rating under Physical Development and Improvement: “1i. Need better signage citywide and on major routes.” The Suggested Modified Implementation Priority and Statements further state: “. . . Freestanding signage should be eliminated in favor of small monument signs coordinated with building architecture. . .”

Conclusion: The request is not inconsistent with general objectives and policies of the Future Land Use Element of the CDMP and attempts to be consistent with the Community Vision which is an adopted part of the CDMP with the monument sign design and coordination with the building architecture.

Zoning Review and Analysis

In evaluating the request consideration is given to purpose and intent of the sign regulations.

“Section 34-649 – Purpose and intent” states:

“(a)

These sign regulations and requirements are the minimum requirements to promote the public health, safety, comfort, good order, appearance, morals and general welfare, and to protect the character of residential, business and industrial areas throughout the city, and to conserve the taxable value of land and buildings and to protect the character and maintain the stability of residential, business, and industrial areas within the city and to promote the orderly and beneficial development of such areas. The display of signs should be appropriate to the land, building or use they identify and be adequate, but not excessive, for the intended purpose of identification or advertisement.

(b)

Unless otherwise prescribed herein, signs placed on land or on a building for the purpose of message display, identification or for advertising a use conducted thereon or therein shall be deemed to be accessory and incidental to subject land, building or use. With respect to signs advertising business uses, these regulations are specifically intended to avoid excessive competition and clutter among sign displays in the demand for public attention.”

In granting of the waiver consideration is given to the on how the request is evaluated:

“Section 34-656 – Variances and waivers” states:

Whereas it is the attempt of this sign code to reduce the proliferation of the number, size and types of signs, and whereas it has been determined that less-obtrusive signs will ultimately lead to a healthier economy within the city, therefore no sign shall be permitted to be installed, altered, erected, constructed, posted, painted, maintained, or relocated, contrary to the provisions of this article unless a variance or waiver is approved by a majority vote in favor of granting such a variance and waiver by the members of the city council.

(1)

A decision to grant a variance or waiver must be in conformance with the following criteria and procedure:

a.

There is something unique about the building or site configuration that would cause the signage permitted by this article to be ineffective in identifying a use or structure that would otherwise be entitled to a sign.

b.

The grant of a variance or waiver is not contrary to the plan and intent of the sign code or any adopted redevelopment plan or policies, the aesthetics of the area, and does not create a nuisance or adversely affect any neighboring properties.

c.

The sign provides certain aesthetics, landmark recognition, or public benefit that is in the best interest and general welfare of the city, without detrimental impacts to the surrounding area.”

In reviewing the above criteria for the granting the variances consideration was given to the following:

- The overall size and scale of the site as with 21 acres, 898 feet of frontage along N.W. 167 Street and fully developed with a 479,270 square feet furniture retail store and warehouse/distribution facility.
- The applicant is proposing to maintain the one wall sign for the property and modify the existing pole design into a monument sign design; four other freestanding informational and directional signs will be removed and replaced with smaller signage in compliance with the sign code. Considering the property has almost 900 feet of frontage and the building is set back 240 feet from the right-of-way, the one wall sign and one monument sign are consistent with the purpose and intent of the sign code since the overall size and height of the signs are not out of scale based on the size of the property and do not result in an excessive clutter of signs.
- The proposed monument sign area of 682 square feet, though greater than the allowed 200 square feet, is a direct result of the sign area being calculated to include the base of the monument sign. The proposed sign copy area comprises of the existing and approved by Metropolitan Dade County Resolution 300 square feet of the sign while the remainder is the base necessary to comply with the monument sign design standards. The existing 25 foot height exceeds the new sign code of 20 feet; however, the additional five feet in height is not significant nor is it excessive in in relationship to the large scale of the building.
- The existing wall sign exceeds the City’s new sign code maximum size of 400 square feet. However, it occupies only 4% of the entire building façade area and is to scale and proportion with the building and its 240’ setback from the right-of-way. This allows adequate and reasonable identification for a property of 21.23 acres with almost 900 feet of frontage on the Palmetto Expressway. Furthermore, the individual letters are integrated with the building wall structure so as to make them architecturally difficult and costly for removal and replacement.

Conclusion: The variance request maintains the intent and purpose of the sign code and meets the criteria for granting the variances.

Anticipated Facilities Impact

The subject application pertains to existing signage and does not create additional impact upon public services and facilities.

Public Notification/Comments

In accordance with Section 34-46(d)(7)(a) of the City's Zoning and Land Development Code, notification of the applicant's requests was mailed to all abutting property owners to provide them an opportunity to comment on the application. To date of this writing no comments were received. (See Mailed Notice Radius Map, attached).

Attachments:

- Letter of Intent
- Hearing Map-Zoning
- Hearing Map-Aerial
- Mailed Notice Radius Map
- Submitted Plans and Survey

LETTER OF INTENT

LETTER OF INTENT

December 16, 2011

City of Miami Gardens
Zoning Department
1515 NW 167th Street
Miami Gardens, Florida 331169

This is to notify you of El Dorado Furniture intent to request a Sign variance for the property reverenced below.

4200 NW 167th Street Miami Gardens 33054

Legal Description: FLORIDA INDUSTRIAL PARK PB 142-24 T-17505 TR A LOT SIZE 21.23 ACRESS F/A/U PARCEL NUMBER: 34-2117-017-001011.

Dear Building Official:

We at El Dorado Furniture will appreciate your consideration in approving the requested variance.

El Dorado Furniture is a major retailer of furniture and home accessories and we are seeking to obtain a sign variance with the City of Miami Gardens for an existing wall and a monument sign, where city ordinances limits the size for said signs to a smaller size from the current existing size at the business location, which have been at on the current property for more than 15 years. Both have been refurbished in the last Seven years to replace outdated Neon technology with a more energy efficient LED lighting.

The property in question houses El Dorado's Main Showroom, Executives offices and Main Distribution Center for the entire Company and sits on approximately 22 acres of land.

Variance request 1: We are requesting a variance to allow an existing wall sign of 1,602.5 SQ FT (4% of total Façade of Building) where a maximum of 400 Sq Ft is allowed.

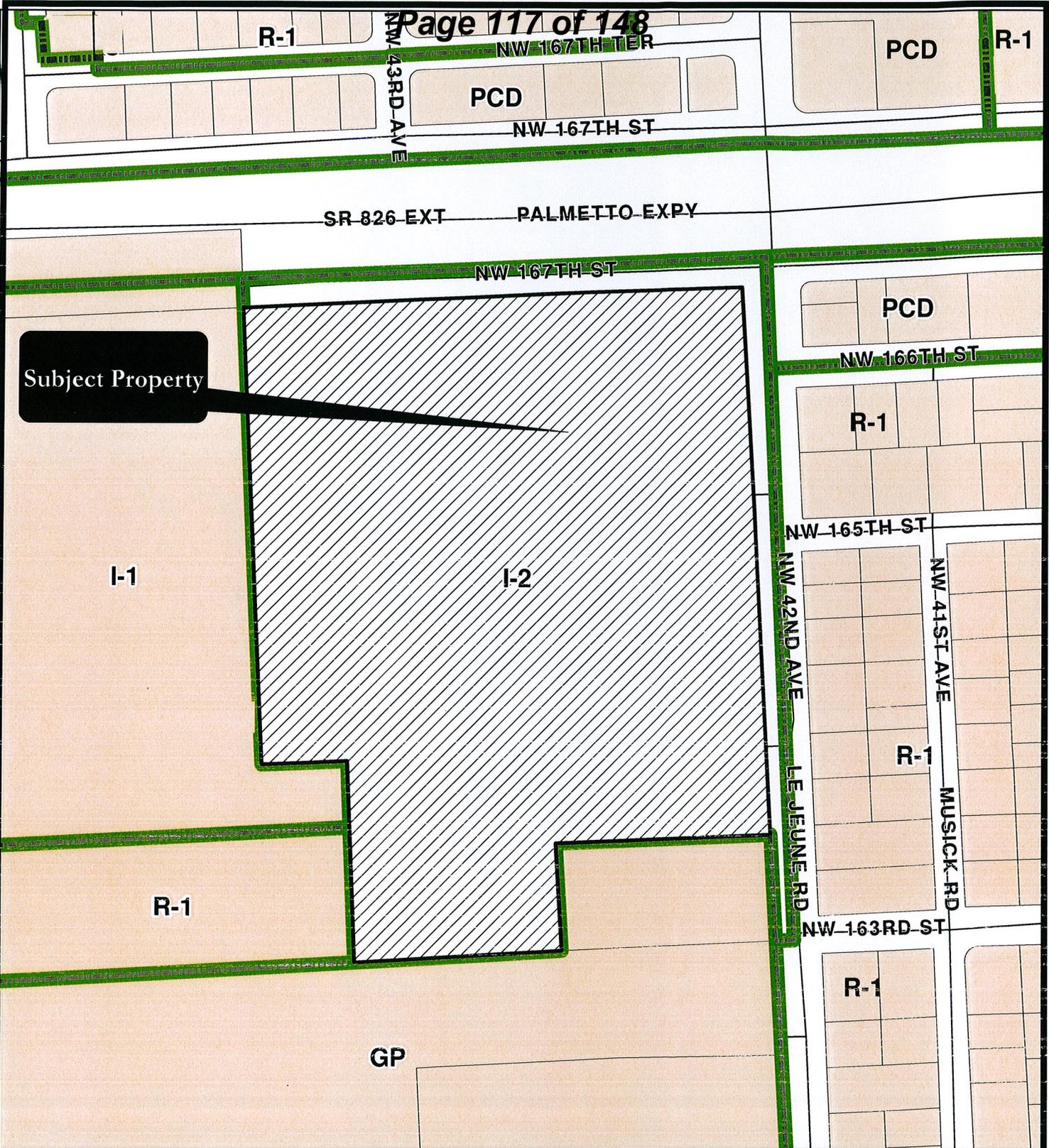
The main North front of the Building has 40,000 Sq. Ft. of façade and is located approximately 420 FT from the Palmetto Expressway, additionally the property fronts an area of the Palmetto Expressway where the road ramps up to go over NW 42 Ave. making it less visible from the road. Furthermore the direct financial impact will be significant as to cost of existing sign surpasses the \$150,000.00 mark, not to mention the possible loss of revenues impacted indirectly to the existing Retail Business due to lack of recognition.

Variance Request 2: We are requesting a variance to allow an existing monument sign, with new enclosure and modifications, of 147 SQ FT and at 25'00" high where the maximum height of 20'00" is allowed.

Respectfully,

Pedro A. Capo
Chief Operations Officer
El Dorado Furniture &
Capo & Sons Corp.

HEARING MAP-ZONING



Subject Property

I-1

I-2

R-1

GP

PCD

R-1

PCD

NW 167TH ST

SR 826-EXT

PALMETTO EXPY

NW 167TH ST

PCD

NW 166TH ST

R-1

NW 165TH ST

NW 42ND AVE

NW 41ST AVE

R-1

LE JEUNE RD

MUSICK RD

NW 163RD ST

R-1

HEARING MAP: ZONING



City of Miami Gardens
Planning & Zoning Department

 Subject Property Zoning: I- 2

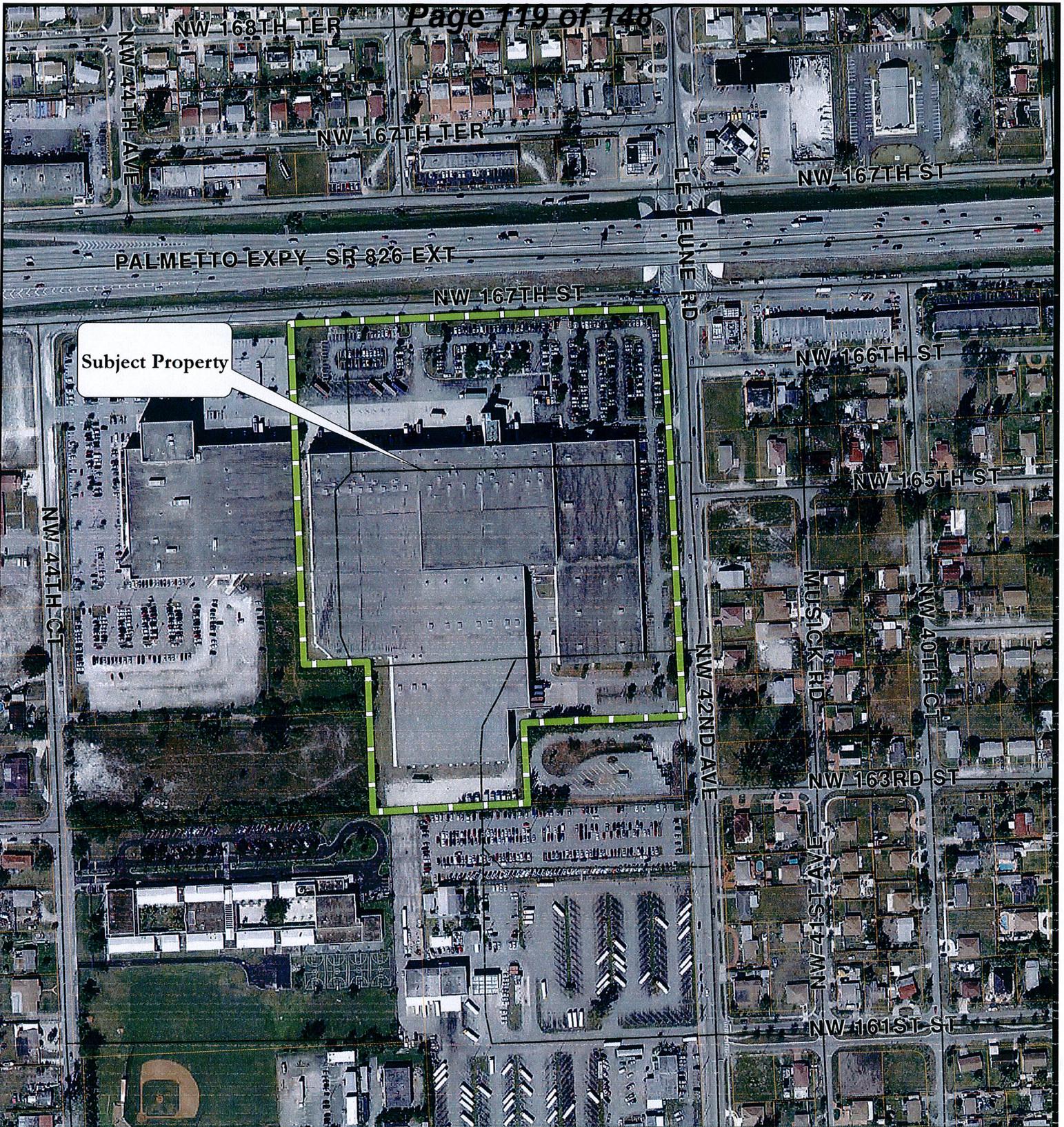
Applicant:
Capo and Sons Corporation

Project Location: 4200 NW 167 ST
Miami Gardens, FL 33054



1 inch = 230 feet
March 2012

HEARING MAP-AERIAL



Subject Property



City of Miami Gardens
Planning & Zoning Services

 Subject Property

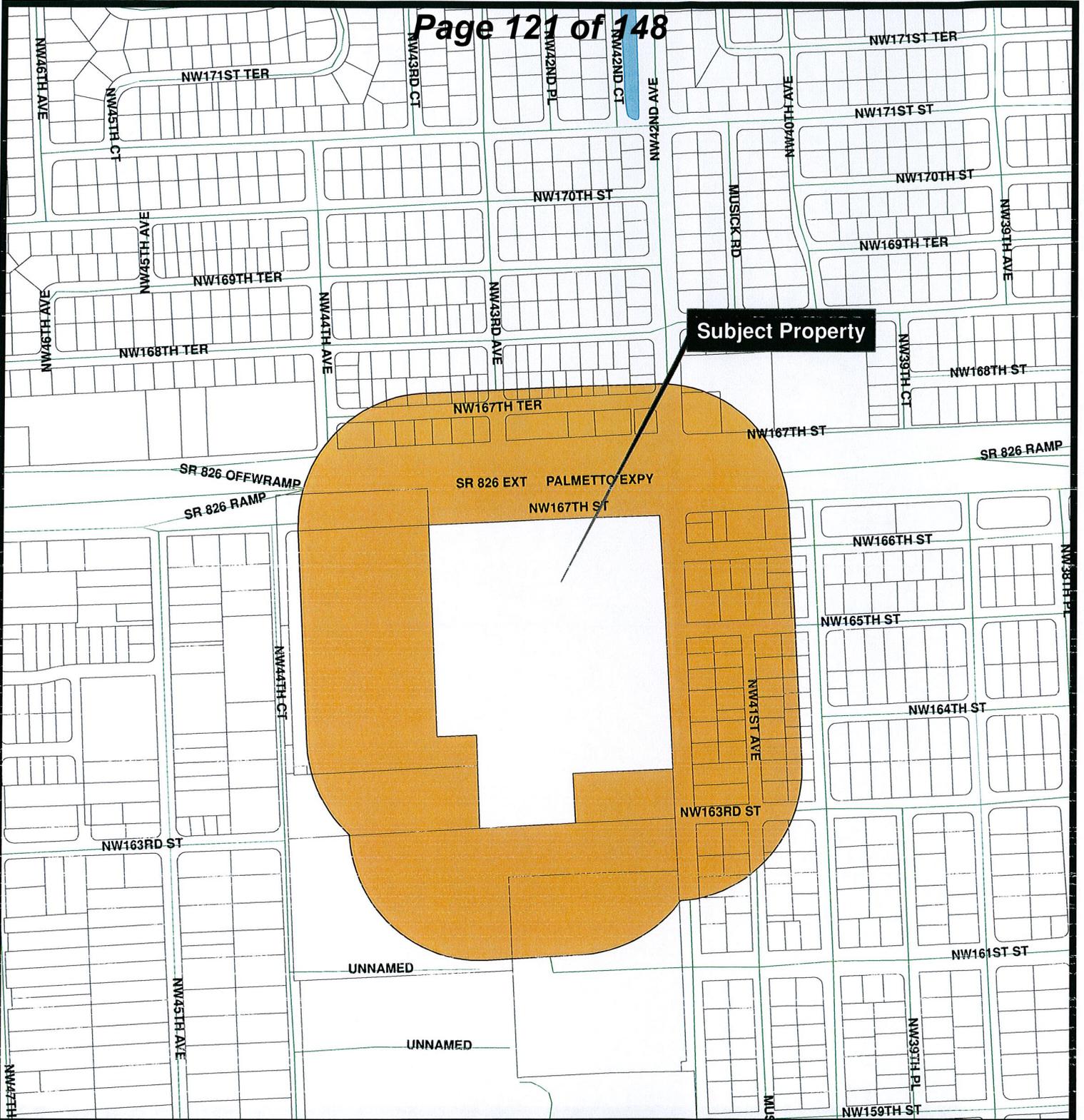
Applicant:
Capo and Sons Corporation

Project Location:
4200 NW 167 ST
Miami Gardens, FL 33054



1 inch = 299 feet
March 2012

MAILED NOTICE RADIUS MAP



MAILED NOTICE RADIUS MAP



City of Miami Gardens
 Planning and Zoning Services

 Subject Property  500 ft. Radius

Applicant:
 Capo and Sons Corporation

Project Location:
 4200 NW 167 Street
 Miami Gardens 33054



1 inch = 499 feet

March 2012

SUBMITTED PLANS AND SURVEY

CUSTOMER INFORMATION

EL DORADO FURNITURE
PALMETTO MAIN OFFICE
4200 NW 167TH ST.
MIRAGE, FL

SIGN PROJECT

NAME: EL DORADO PALMETTO
TYPE: REFINISHING OF EXISTING
MONUMENT SIGN

DESIGN

ESTIMATE/CONTRACT # 02 7543
DATE: 02/28/2011
APPROVED BY:



DESIGN, FABRICATION & INSTALLATION ACCORDING TO ALL
REQUIREMENTS NEC 2008 CODE;
FIBC 2007

THE DRAWINGS, CONCEPT, SPECIFICATIONS, RENDERINGS, PHOTOGRAPHS, AND ANY INFORMATION PROVIDED TO USA SIGNS, INC. AND ANY NOT BE SHOWN TO ANY PERSON OR COMPANY OUTSIDE THE CUSTOMER'S COMPANY WITHOUT THE WRITTEN PERMISSION OF USA SIGNS, INC.

DESIGNED & PRODUCED BY:



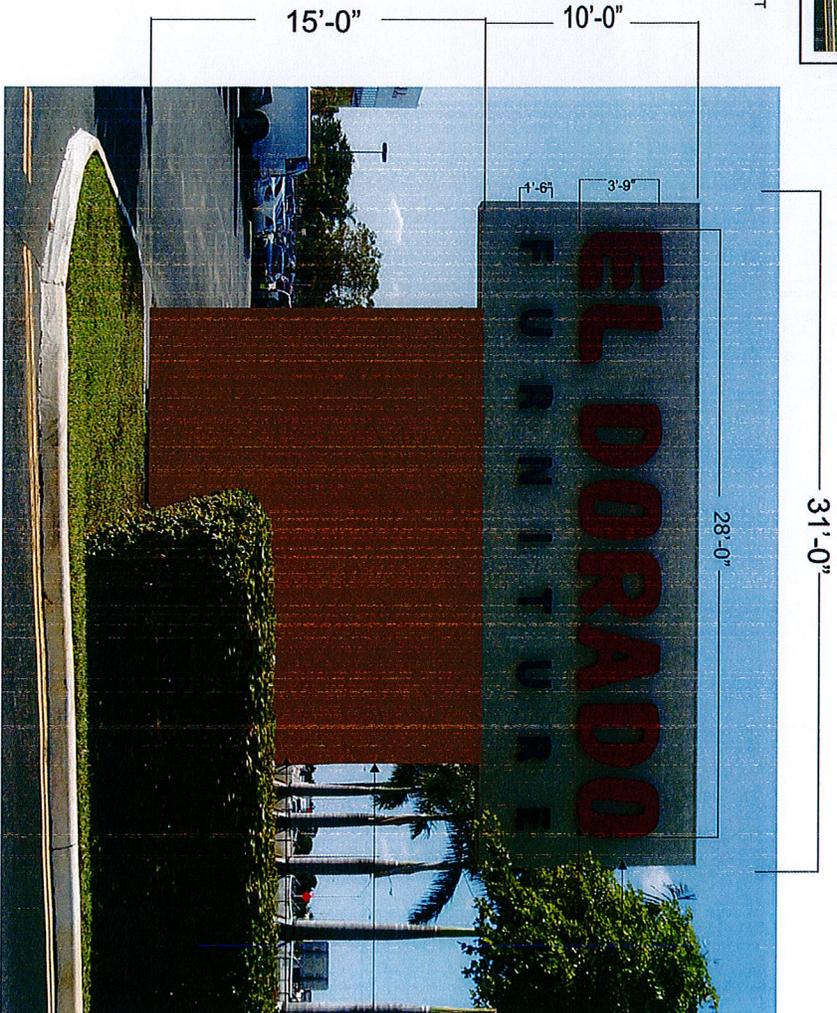
The right image for your business...

1801 NW 87th Street, Bay C
Miami, FL 33175
Ph. 305.470.2333 - 305.436.9544
Fax. 305.470.2380 - 305.436.9544



EXISTING SIGN
ELEVATION: EAST: WEST
TOTAL: 01

D/S ELECTRIC MONUMENT SIGN



EL DORADO: 3'-9" (H) X 28'-0" (W) = 105 s.f.
FURNITURE: 1'-6" (H) X 28'-0" (W) = 42 s.f.

TOTAL: 147 s.f.

TOTAL SIGN AREA: 147 s.f

EXISTING DOUBLE FACE
ILLUMINATED ALUMINUM CABINET
LUMINATED REVERSE CHANNEL LETTERS
COPY EL DORADO FURNITURE

ALUMINUM SKIRT - DECORATIVE
ATTACHED TO EXISTING STRUCTURE

STUCCO FINISH W/OUTDOOR PAINT (COLOR TBV);

EXISTING FOUNDATION

LANDSCAPING AROUND BASE - BY OTHERS

CUSTOMER INFORMATION
 EL DORADO FURNITURE
 4200 NW 167TH ST
 MIAMI, FL

SIGN PROJECT
 NAME: EL DORADO PLANTATION
 TYPE: REVERSE CHANNEL LETTER @ WALL

DESIGN
 ESTIMATE/CONTRACT # 027543
 DATE 12/20/11
 APPROVED BY:



DESIGN, FABRICATION & ALL MATERIALS TO BE SUPPLIED BY THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL LOCAL, STATE & NATIONAL CODE REQUIREMENTS NEC 2008 CODE: FBC 2007

DESIGNED & PRODUCED BY:

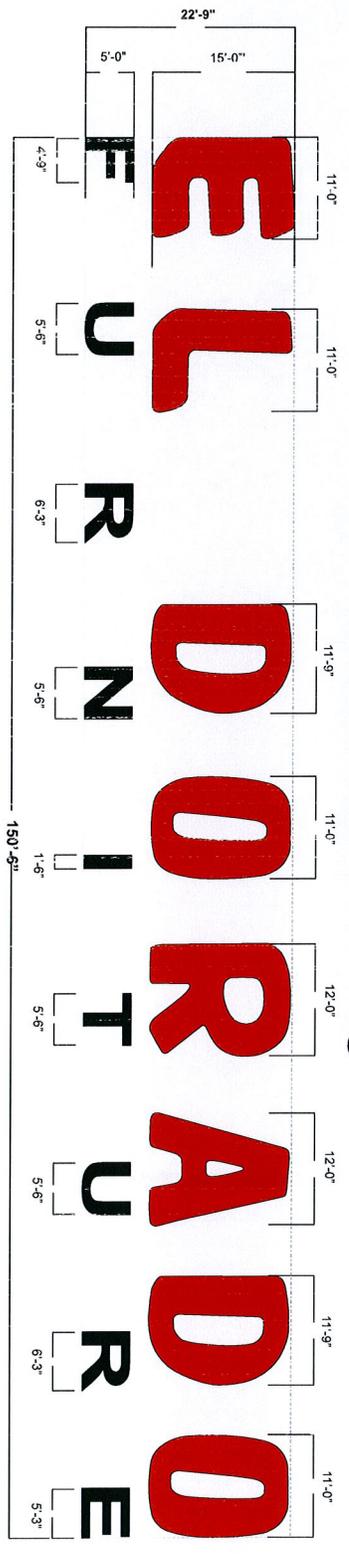


NORTH ELEVATION



DETAIL:
 TYPE: INDIVIDUAL REVERSE CHANNEL LETTERS
 FINISH: PAINTED FINISH: EL DORADO - GRAY AND BLACK
 INTERIOR ILLUMINATION: U.S. L.E.D. - "EL DORADO" - RED & "FURNITURE" - WHITE
 INSTALLATION: STUD PROTECTED

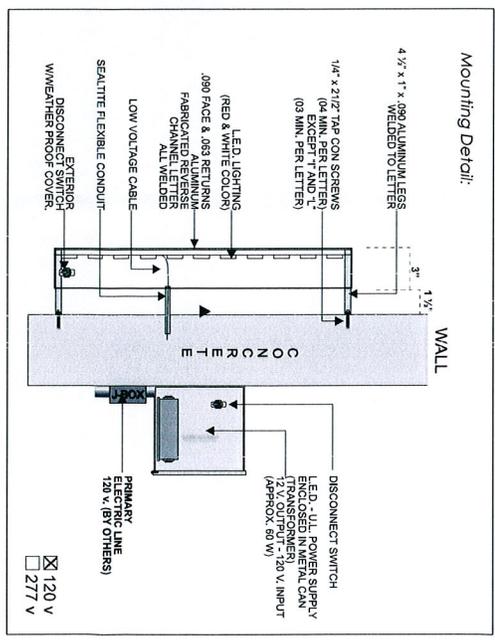
L.E.D. REVERSE CHANNEL LETTER @ WALL



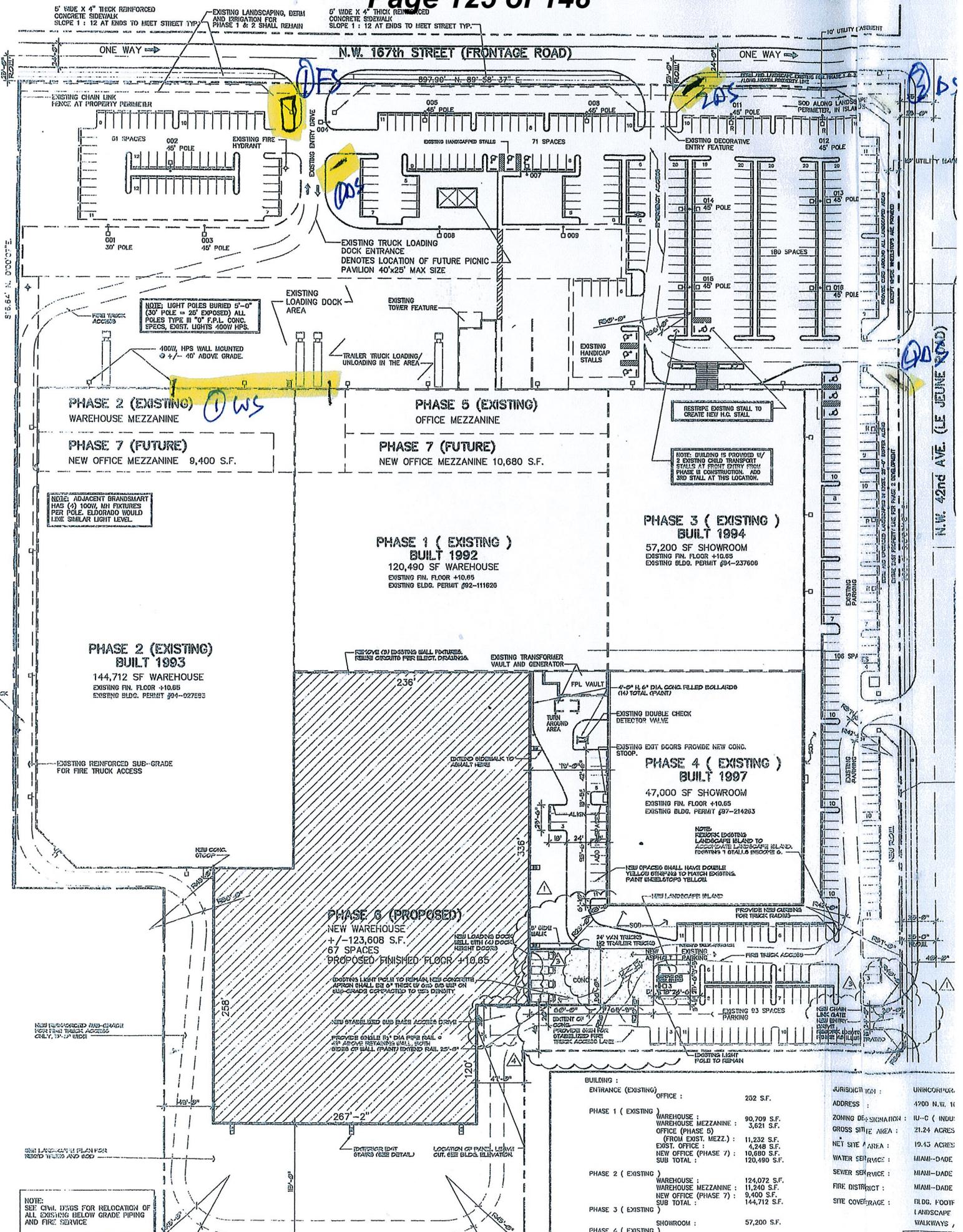
E: 15'-0" (H) X 11'-0" (W) = 165 s.f.
 L: 15'-0" (H) X 11'-0" (W) = 165 s.f.
 D: 15'-0" (H) X 11'-9" (W) = 176.25 s.f.
 O: 15'-0" (H) X 11'-0" (W) = 165 s.f.
 R: 15'-0" (H) X 12'-0" (W) = 180 s.f.
 A: 15'-0" (H) X 12'-0" (W) = 180 s.f.
 T: 15'-0" (H) X 11'-9" (W) = 176.25 s.f.
 U: 15'-0" (H) X 11'-0" (W) = 165 s.f.
TOTAL: 1,372.5 s.f.

F: 5'-0" (H) X 4'-9" (W) = 23.75 s.f.
 U: 5'-0" (H) X 5'-6" (W) = 27.5 s.f.
 R: 5'-0" (H) X 6'-3" (W) = 31.25 s.f.
 N: 5'-0" (H) X 5'-6" (W) = 27.5 s.f.
 I: 5'-0" (H) X 1'-6" (W) = 7.5 s.f.
 T: 5'-0" (H) X 5'-6" (W) = 27.5 s.f.
 U: 5'-0" (H) X 5'-6" (W) = 27.5 s.f.
 R: 5'-0" (H) X 6'-3" (W) = 31.25 s.f.
 E: 5'-0" (H) X 5'-3" (W) = 26.25 s.f.
TOTAL: 230 s.f.

TOTAL SIGN AREA: 1,602.5 s.f



ELECTRICAL INFORMATION
 ALL ELECTRICAL COMPONENTS ARE U.L. LISTED.
 03 UL POWER SUPPLY - 120 V. OUTPUT - 120 V. INPUT
 1-20 AMP EXTERNAL DISCONNECT SWITCH
 1-20 AMP CIRCUIT BREAKER #8
 01 TIMER CLOCK CONTROL 1-011
 ALL ELECTRICAL WIRING AND INSTALLATION SHALL COMPLY WITH THE FLORIDA BUILDING CODE 2007 CHAPTERS 42, 43, 44 & 45 ARTICLE 900 AND ALL ARTICLES OF THE CURRENT NATIONAL ELECTRIC CODE 2008.



BUILDING :	ENTRANCE (EXISTING) OFFICE :	202 S.F.	JURISDICTION :	UNINCORPORATED
PHASE 1 (EXISTING) WAREHOUSE :	WAREHOUSE MEZZANINE :	90,709 S.F.	ADDRESS :	4700 N.W. 11
OFFICE (PHASE 5) (FROM EXIST. MEZZ.) :	NEW OFFICE (PHASE 7) :	11,232 S.F.	ZONING DESIGNATION :	IU-C (INDU)
NEW OFFICE (PHASE 7) :	SUB TOTAL :	10,680 S.F.	GROSS SITE AREA :	21.24 ACRES
PHASE 2 (EXISTING) WAREHOUSE :	WAREHOUSE MEZZANINE :	124,072 S.F.	NET SITE AREA :	19.43 ACRES
NEW OFFICE (PHASE 7) :	SUB TOTAL :	144,712 S.F.	WATER SERVICE :	MIAMI-DADE
PHASE 3 (EXISTING) SHOWROOM :		57,200 S.F.	SEWER SERVICE :	MIAMI-DADE
PHASE 4 (EXISTING) SHOWROOM :		47,000 S.F.	FIRE DISTRICT :	MIAMI-DADE
			SITE COVERAGE :	BLDG. FOOT LANDSCAPE WALKWAYS

NOTE: SET CIVIL DINGS FOR RELOCATION OF ALL EXISTING BELOW GRADE PIPING AND FIRE SERVICE

N.W. 42nd AVE. (LE JEUNE ROAD)

N.W. 167th STREET (FRONTAGE ROAD)

6" WIDE X 4" THICK REINFORCED CONCRETE SIDEWALK SLOPE 1 : 12 AT ENDS TO MEET STREET TYP.

EXISTING LANDSCAPING, BEEM AND IRRIGATION FOR PHASE 1 & 2 SHALL REMAIN

6" WIDE X 4" THICK REINFORCED CONCRETE SIDEWALK SLOPE 1 : 12 AT ENDS TO MEET STREET TYP.

ONE WAY

ONE WAY

10' UTILITY CASING

SUB. 64' N. 000001'E

PHASE 2 (EXISTING) WAREHOUSE MEZZANINE

PHASE 5 (EXISTING) OFFICE MEZZANINE

PHASE 7 (FUTURE) NEW OFFICE MEZZANINE 9,400 S.F.

PHASE 7 (FUTURE) NEW OFFICE MEZZANINE 10,680 S.F.

PHASE 3 (EXISTING) BUILT 1994
57,200 SF SHOWROOM
EXISTING FIN. FLOOR +10.65
EXISTING BLDG. PERMIT #94-237600

PHASE 1 (EXISTING) BUILT 1992
120,490 SF WAREHOUSE
EXISTING FIN. FLOOR +10.65
EXISTING BLDG. PERMIT #92-111620

PHASE 2 (EXISTING) BUILT 1993
144,712 SF WAREHOUSE
EXISTING FIN. FLOOR +10.65
EXISTING BLDG. PERMIT #94-027553

PHASE 4 (EXISTING) BUILT 1997
47,000 SF SHOWROOM
EXISTING FIN. FLOOR +10.65
EXISTING BLDG. PERMIT #97-214283

PHASE 6 (PROPOSED)
NEW WAREHOUSE
+/-123,608 S.F.
67 SPACES
PROPOSED FINISHED FLOOR +10.65

NEW REINFORCED SUB-GRADE FOR FIRE TRUCK ACCESS ONLY, 13'-0" WIDE

NOTE: LIGHT POLES BURIED 6"-0" (30' POLE = 25' EXPOSED) ALL POLES TYPE III 10" F.P.L. CONG. SPECS, EXIST. LIGHTS 400W HPS.

NOTE: BUILDING IS PROVIDED W/ 2 EXISTING GILD TRANSPORT STALLS AT FRONT ENTRY FROM PHASE II CONSTRUCTION. ADD 3RD STALL AT THIS LOCATION.

REMOVE (3) EXISTING WALL FIXTURES. REUSE CIRCUITS PER ELEC. DRAWINGS.

EXISTING TRANSFORMER VAULT AND GENERATOR

NOTE: REMOVE EXISTING LANDSCAPE ISLAND TO ACCOMMODATE LANDSCAPE ISLAND. REPAIRS TO DRAINAGE & EROSION CONTROL.

INSTALL LIGHT POLE TO REMAIN. NEW CONSTRUCTION APPROX. SHALL BE 6' FROM WALL AND USE ON SUB-GRADE CONTRACTED TO USE DENSITY.

NEW REINFORCED SUB-GRADE FOR TRUCK ACCESS ONLY, 13'-0" WIDE

NEW CHAIN LINK GATE NEW ENTRY DRIVE NEW EXISTING DRIVE NEW EXISTING DRIVE NEW EXISTING DRIVE

NEW REINFORCED SUB-GRADE FOR TRUCK ACCESS ONLY, 13'-0" WIDE

EXTERIOR EXIT SWINGS (SEE DETAIL)

LOCATION OF PANEL LEAVE OUT. SEE BLDG. ELEVATION



City of Miami Gardens Zoning Agenda Memo – Information Item

Zoning Meeting Date:	March 7, 2012	Item Type: <i>(Enter X in box)</i>	<input type="checkbox"/> Resolution	<input type="checkbox"/> Ordinance	<input type="checkbox"/> Other		
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1 st Reading		2 nd Reading	
		X		Public Hearing: <i>(Enter X in box)</i>	Yes	No	Yes
Funding Source:			Advertising Requirement:		Yes		No
Contract/P.O. Required:	Yes	No	RFP/RFQ/Bid #:				
Strategic Plan Related:	Yes	No	Strategic Plan Priority Area:	N/A			
			Enhance Organizational	<input type="checkbox"/>			
			Bus. & Economic Dev	<input type="checkbox"/>			
			Public Safety	<input type="checkbox"/>			
			Quality of Education	<input type="checkbox"/>			
			Qual. of Life & City Image	<input type="checkbox"/>			
			Communication	<input type="checkbox"/>			
Sponsor Name:	Dr. Danny Crew, City Manager		Department:	Planning and Zoning Department			

Staff Summary:

Information Item

Functions in the Planning & Zoning Department are being separated for purposes of greater efficiency. Day-to-day functions dealing with zoning, building permit review, certificates of use, signs, landscape, and other code compliance issues are being led by Cyril Saiphoo, Zoning Administrator, with Nixon Lebrun, Planner, and Marilu Gunness, Zoning Technician supporting. Mr. Saiphoo is responsible coordinating the Zoning Meeting agenda.

The Department’s planning functions will continue to be led by Jay Marder, Development Services Director, with Bhairvi Pandya, Senior Planner/GIS Specialist supporting. We are creating a Planning “Studio,” a working group utilizing graduate student interns (unpaid volunteers) in the field of urban planning and related fields. So far we have two graduate students, one from Florida Atlantic University’s Urban Planning program and one from Florida International University’s Public Administration program. We are interviewing a senior in University of Miami’s environmental engineering program.

Attached is a summary of the planning projects to be tackled. Other planning functions such as administering the Comprehensive Development Master Plan and its statutory updates, long-range planning projects such as the City-wide Bike/Pedestrian Mobility Plan, applying for grants, conducting studies, GIS mapping, population analysis, transportation planning/funding and group home applications/approvals will continue to be handled by Jay and Bhairvi.

Proposed Action:

No action is necessary or recommended.

Attachments:

Attachments: Summary of Planning Projects in Miami Gardens



Summary of Planning Projects in Miami Gardens

1. **Sunshine State International Park (SSIP) Redevelopment and Revitalization:** Revitalize, redevelop and otherwise spur economic development at the SSIP
 - Reposition and create new visibility and attraction to the park
 - Establish an Entertainment District on NW 13th Avenue
 - Accentuate New Zoning Flexibility of Permitted Uses
 - Capitalize on Miami Modern (MiMo) Historic Architecture to create identity and visibility
 - Conduct charettes and workshops to engage businesses and owners
 - Create a shared partnership to invest in the infrastructure
 - Facilitate Public Streetscape and Private Landscape Improvement Partnerships
 - Increase Transit Access and Connectivity: Create a Transit Bridge from the Park to the Golden Glades Intermodal Center

2. **West Side Redevelopment (north of Miami Gardens Drive and west of NW 27th Avenue)**
 - Create a redevelopment/revitalization plan for the area
 - Engage the neighborhood with charettes and workshops
 - Formulate specific neighborhood improvements
 - Identify funding resources to carry out needed improvements

3. **NW 27th Avenue Community Redevelopment Agency**
 - Determine the feasibility of establishing a community redevelopment agency for the N.W. 27th Avenue Corridor from the county line to NW 175th Street (preliminary data provided to City Council)
 - Prepare a Slum and Blight Analysis to justify the need for redevelopment
 - Prepare a Redevelopment Plan with specific improvements

4. **Neighborhood Development and Identity**
 - Analyze various city neighborhood assets and needs
 - Formulate proposed improvements in conjunction with the residents
 - Establish conceptual redevelopment plans for various neighborhoods
 - Utilize various funding mechanisms (special taxing districts, neighborhood improvement districts, or community development districts) when appropriate, whereby property owners pay special assessments for special services such as street lighting, security guard services, guardhouses, lake maintenance, sewers and other infrastructure improvements

5. **Metropolitan Transportation Planning:** Participate in Miami-Dade Metropolitan Planning Organization processes:
 - To insure that the City's strategic interests are met; and,
 - To take advantage of funding opportunities
 - **Phase 2 West Side Trail** in the amount of \$720,000: This Transportation Enhancement Grant for bicycle-pedestrian facilities is pending.
 - **Bicycle/Pedestrian Mobility Plan:** MPO Municipal Grant received; develop a city master plan for non-vehicular transportation during.
 - **Golden Glades Interchange Study:** Insure that City interests are considered in this 2011-12 study to provide a better northbound connection from the Palmetto Expressway to northbound I-95.

Page 129 of 148

- **Preliminary Design and Environmental Study of the Palmetto Expressway:** Insure that the City's input is considered for this expansion project in terms of improved livability of the NW 167th Street one-way pair frontage road with landscape and other enhancements.
- 6. Development of Miami-Dade County Transit (MDT) Property at NW 215th Street and NW 27th Avenue**
- This important 15 acre site at the City's northwestern gateway off the Florida Turnpike is master planned for mixed use commercial/office development with a bus transit facility.
 - Represent the City's interests in terms of neighborhood compatibility and quality development
- 7. City's 40 acre site at NW 27th Avenue and NW 191st Street:** Take steps necessary to rezone and sell this property
- Remove the property from the Dolphin Center South Development of Regional Impact through a Boundary Change
 - Rezone a portion of the property for commercial use
- 8. Establish the City's Historic Preservation Program:** In addition to steps noted above relative the Sunshine State International Park:
- **Renovate Enrico Dairy Farmhouse:** Designated for the city's historic museum and archives, renovate the house for public occupancy.
 - i. **Obtain Local Historic Designations** through the Miami-Dade County Historic Preservation Board
 - ii. **Obtain funding** through grants and other commitments to affect an estimated \$250,000 in improvements to make the house public accessible.
 - **Historic Archives:** Develop a proper historic archive system with files, etc. to consolidate historic materials currently stored in various locations. Once a place and system are set up, solicit historic materials from the public.
 - **Community Awareness "Celebrate MiMo" Campaign:** Involve the community during the MiMo heritage awareness time coordinated with Miami and Miami Beach. Hold workshops, tours, and student contests
 - **Historic Designation of Other Properties:** Pursue the possible historic designation for other properties pursuant to 2007 MiMo study



City of Miami Gardens Zoning Agenda Memo – Information Item

Zoning Board Meeting Date:	March 7, 2012	Item Type: <i>(Enter X in box)</i>	<input type="checkbox"/> Resolution	<input type="checkbox"/> Ordinance	<input type="checkbox"/> Other
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1 st Reading	
		X	Public Hearing: <i>(Enter X in box)</i>	Yes	No
Funding Source:	<i>(Enter Fund & Dept)</i>		Advertising Requirement:	Yes	
				No	
Contract/P.O. Required:	Yes	No	RFP/RFQ/Bid #:		
		X			
Strategic Plan Related:	Yes	No	Strategic Plan Priority Area:	Strategic Plan Obj./Strategy: N/A	
		X	Enhance Organizational <input type="checkbox"/> Bus. & Economic Dev <input type="checkbox"/> Public Safety <input type="checkbox"/> Quality of Education <input type="checkbox"/> Qual. of Life & City Image <input type="checkbox"/> Communication <input type="checkbox"/>		
Sponsor Name:	Dr. Danny Crew, City Manager		Department:	Planning and Zoning Department	

Staff Summary:

Background

The City's new Sign Code was adopted February 13, 2008 with a five year implementation timeframe with the following compliance dates:

- Sign Plan Application Submittal: February 13, 2010
- Sign Plan Approval: February 13, 2011
- Sign Code Full Compliance: February 13, 2013

The City has been proactive in implementing the sign code:

- After initial adoption, over 3,000 brochures were sent to inform all nonresidential property owners and all city businesses that the new Sign Code is adopted and provide compliance information including due dates for compliance.
- Ongoing solicitation of individual sign contractors to become qualified contractors with the City so that the City can refer qualified contractors to applicants needing assistance.
- Coordinated and publicized the City's Business Incentive Program on the web and through handouts as a means of funding new signage.
- Retained discounted sign plan application fees for the first five years of implementation.

- Through working with property owners and community stakeholders City amended sign code to regulations on streets classified as Collector and other streets in order to provide less stringent regulations for industrial area and other signage that would not visible from the City’s major roadways.
- On-going on-site meetings and consultations with property owners and sign contractors to assist with compliance.
- A Courtesy Notice – Sign Regulation Compliance in late October 2011 was sent to all property owners that, up to that date, had not submitted a sign plan requiring a sign plan be submitted by December 31, 2011 to avoid possible civil violation fees.

Current Situation

Full sign code compliance, including installation of all new signage, is February 13, 2013, just under a year away. The status of compliance is as follows (the numbers are approximate as the numbers fluctuate as staff processes new applications daily; and have not included Miami-Dade County School Board properties):

- 800 properties are required to be in full compliance;
- 350 have submitted a sign plan to date;
- 250 of the 350 submitted sign plans have been approved;
- 100 of the 350 submitted sign plans are denials and/or pending resubmittal for sign plan compliance;
- 75 properties of the 250 approved already are in, or will be in full compliance, including the installation of the required signage;
- **419 of the 800 properties have not made a sign plan submittal;**
- **The 250 properties with sign plan approvals represent a 31% compliance rate to date;**

A Warning Notice (WN) has been issued as of March 1, 2012 to the 419 commercial property owners that have not submitted a sign plan as was required since February 13, 2010. The WN is the required Code Compliance warning for impending Civil Violation Notice issuance and assessed fines of \$500.00/day for non-compliance. The WN requires the sign plan to be submitted no more than 30 days from the date of receipt for compliance. A WN will be issued to the approximately 100 commercial property owners that have submitted sign plans, but remain pending or denied. If approval is not obtained within 30 days of the WN, a Civil Violation Notice will be issued and fines of \$100.00/day for non-compliance.

Proposed Action:

This is an information item. No action is proposed.

Attachments:

- Sample of Courtesy Notice sent October 27, 2011
- List of Properties That Have Not Submitted a Sign Plan

**SAMPLE OF COURTESY NOTICE –
SENT OCTOBER 27, 2011**



Page 133 of 148
City of Miami Gardens

Shirley Gibson
Mayor

COURTESY NOTICE – SIGN REGULATION COMPLIANCE

Aaron Campbell Jr.
Vice Mayor

October 27, 2011

Lisa C. Davis
Council Member

Owner Name
Owner Address
Owner City, Owner State, Owner Zip

Oliver G. Gilbert III
Council Member

Re: Property Located at <Property Address>
Folio Number: <Folio>

Felicia Robinson
Council Member

To: <Property Owner>:

André Williams
Council Member

The City of Miami Gardens adopted new Sign Regulations on February 13, 2008, and established a 5-year time table for property owners and business owners to comply. The compliance time frame is as follows:

David Williams Jr.
Council Member

- Submittal of Sign Plan application – February 13, 2010 (**past due**)
- Approval of Sign Plan – February 13, 2011 (**past due**)
- Implementation of actual property signage according to approved Sign Plan – February 13, 2013.

Dr. Danny O. Crew
City Manager

Our records indicate there is no Sign Plan approval for the property located at the above referenced address. The compliance date for this step was February 13, 2011. As a result, this letter serves as courtesy notification that the subject property is non-compliant with the City's sign regulations. If you believe that you have an approved Sign Plan, please let us know per the below contact information.

Ronetta Taylor, MMC
City Clerk

In order to avoid civil fines, **a sign plan application must be submitted to the City by December 31, 2011.** To comply with the City's sign regulation, property owners must first submit the sign plan. Submittal of the sign plan can be done by following two easy steps:

Sonja K. Dickens
City Attorney

Step 1- Obtain the Sign Plan application:

You may obtain an application online at <http://www.miamigardens-fl.gov/planning&zoning/application.html>, scroll down to *Sign Applications*. The sign plan application may also be picked up at the City's Planning and Zoning Department; Suite #160 or the Building Services Division; Suite #180. Instructions for completing this document are contained within the application.

Step 2-Submit the sign plan:

Upon completion of the Sign Plan Application, you may submit the application in person to the Planning and Zoning Department; Suite #160, or by email to csaiphoo@miamigardens-fl.gov.

If you need assistance with submitting the sign plan, City staff offers one-on-one assistance and consultation from 8:00 am to 4:00 pm Monday through Friday at the Planning and Zoning Department (appointments are encouraged). To schedule your appointment, contact us at (305) 622-8023, press option #2.

Additionally, the Greater Miami Gardens Chamber of Commerce is an additional resource that can be used to help property owners come into compliance with the sign regulations. You can contact the Chamber by calling 305-414-1949. Should you have any questions regarding this notice or the City's sign regulations, feel free to contact me at my direct line (305) 622-8025.

Respectfully,



Jay R. Marder, AICP
Director, Planning & Zoning

C: Sharon P. Ragoonan, Director of Building and Code Compliance
Elbert Waters, Interim Executive Director, Greater Miami Gardens Chamber of Commerce
Cyril Saiphoo, Zoning Administrator
Marilu Nava, Zoning Technician

**LIST OF PROPERTIES THAT HAVE
NOT SUBMITTED A SIGN PLAN**

ORIG_FOL_2	PROPERTY_1	OWNER_NAME	OWNER_ADDR	OWNER_CITY	OWNER_STATE	OWNER_ZIP
34-1133-005-0330	3400 NW 215 ST	ST STEPHENS A M E CHURCH INC	3400 NW 215 ST	OPA LOCKA	FL	33056-1062
34-2105-001-0530	4305 NW 183 ST	NORTH AMERICAN ISLAMIC TRUST	4305 NW 183 ST	MIAMI	FL	33055-3042
34-2109-003-0060	3001 NW 167 TER	IGLESIA DE AVIVAMIENTOEMMANUEL INC	3001 NW 167 TERR	OPA LOCKA	FL	33056-4310
34-2115-002-0570	2515 NW 163 ST	CHURCH OF GOD LITTLE FLOCK INC	2515 NW 163 ST	MIAMI GARDENS	FL	33054
34-2108-002-0040	4001 NW 167 ST	IGLESIA DE DIOS PENTECOSTAL INC	4001 NW 167 ST	MIAMI	FL	40107
34-2110-003-1090	16969 NW 23 AVE	CHURCH OF GOD BY FAITH INC	2230 NW 154 ST % W CAI	OPA LOCKA	FL	33054-2741
34-2111-016-0010	700 NW 175 ST	NORTH DADE COMMUNITY CHURCH	700 NW 175 ST	MIAMI	FL	33169-4708
34-1133-005-1630	3471 NW 213 ST	FAITH TEMPLE COMM CH OF JESUS	3471 NW 213 ST	OPA LOCKA	FL	33056-1027
34-2108-004-0031	4450 NW 183 ST	FLORIDA CONFERENCE ASSOCIATION OF SEV	655 N WYMORE RD	WINTER PARK	FL	32789
34-2102-000-0080	1401 NW 183 ST	WILLIAM J WASHUTA TR	464 HIGHTOWER DR	DEBARY	FL	32713
34-1133-004-0180	21455 NW 32 AVE	CALVARY HOLINESS CH OF GOD INC	21455 NW 32 AVE	OPA LOCKA	FL	33056-1100
34-2104-001-0313	3405 NW 189 ST	FREEWILL CHRISTIAN CENTER INC	3405 NW 189 ST	MIAMI	FL	33056-2907
34-1117-002-0530	16600 NW 44 CT	MEMORIAL TEMPLE MISSIONARYBAPTIST C	16600 NW 44 CT	MIAMI	FL	33054-6035
34-2109-007-0130	2801 NW 170 ST	UNITED PENTECOST HOLYNESS CHURCH	2801 NW 170 ST	MIAMI	FL	33056-4440
34-2110-001-3750	17200 NW 17 AVE	CHURCH OF GOD NORTH DADE	17200 NW 17 AVE	OPA LOCKA	FL	33056-4911
34-2109-001-0280	2933 NW 170 ST	THE CHURCH OF THE KINGDOM OF GOD	PO BOX 552420	CAROL CITY	FL	33055-0420
34-2109-001-0131	17901 NW 37 AVE	CAROL CITY UNITED METHODIST CH	17901 NW 37 AVE	MIAMI	FL	33056-3462
34-2104-001-0280	3311 NW 189 ST	GOSPEL TABERNACLE FAITHDELIVERANCE C	3311 NW 189 ST	MIAMI GARDENS	FL	33056
34-2115-005-1760	2037 NW 152 ST	MAGNOLIA PARK CHURCH OF CHRIST IN	2037 NW 152 ST	MIAMI	FL	33054-2802
34-2115-005-0210	2125 NW 155 ST	NEW BEGINNING MISSIONARYBAPTIST CHL	2125 NW 155 ST	OPA LOCKA	FL	33054-2820
34-2109-001-0120	18201 NW 37 AVE	GRACE CHURCH OF THE FIRST BORN OF MI	PO BOX 640353	NO MIAMI	FL	33164
34-2104-001-0272	18900 NW 32 AVE	SEVENTH DAY ADVENTISTS FL CORP	P O BOX 2626	WINTER PARK	FL	32790-2626
34-2102-003-0020	1175 NW 183 ST	FLA CONF ASSOC OF SEVENTH DAYADVENT	655 NORTH WYMORE RD	WINTER PARK	FL	32789
34-1133-005-0690	3610 NW 214 ST	NEW BETHEL TEMPLE CHURCH	3610 NW 214 ST	OPA LOCKA	FL	33056-1051
34-2109-002-1210	2961 NW 175 ST	MYRTLE GROVE PRESBYTERIANCHURCH INC	P O BOX 693906	MIAMI GARDENS	FL	33269
34-2103-001-0740	2270 NW 184 ST	MIAMI GARDENS CHURCH OF CHRISTDADE	2255 NW 183 DR	OPA LOCKA	FL	33056-3735
34-2115-008-1430	2360 NW 152 TER	FIRST BORN CHURCH OF THELIVING GOD	2360 NW 152 TERR	OPA LOCKA	FL	33054-2728
34-2108-004-0030	4400 NW 183 ST	ST TIMOTHY EVANGELICAL LUTHERANCHUR	4400 NW 183 ST	MIAMI	FL	33055-3043
34-2115-003-7292	15555 NW 22 AVE	MOUNT HOPE FELLOWSHIP BAPT CHURCH	15555 NW 22 AVE	MIAMI	FL	33054-2009
34-2115-005-1120	15260 NW 19 AVE	EPISCOPAL CHURCH TRANSFIGURATION	PO BOX 272	OPA LOCKA	FL	33054-2960
34-2115-005-1760	2037 NW 152 ST	MAGNOLIA PARK CHURCH OF CHRIST IN	2037 NW 152 ST	MIAMI	FL	33054-2802
34-2110-001-0220	18041 NW 22 AVE	SUNNY ISLES CHRISTIAN CHURCH	18041 NW 22 AVE	OPA LOCKA	FL	33056-3718
34-2110-002-0010	18200 NW 22 AVE	GREATER LOVE MISSIONARYBAPTIST CHUR	P O BOX 693661	MIAMI	FL	33269-0661

34-2108-012-0640	4601 NW 167 ST	MIAMI NEW LIFE INTL CHURCH INC	4601 NW 167 ST	CAROL CITY	FL	33055-4313
34-1133-005-1440	21311 NW 34 AVE	ANTIOCH MISSIONARY BAPT CHURCH OF C	21311 NW 34 AVE	MIAMI	FL	33056-1056
34-2101-002-1090	19100 N MIAMI AVE	ARCHDIOCESE OF MIAMI% EDW A MCCART	9401 BISCAYNE BLVD	MIAMI SHORES	FL	33138-2970
34-2104-001-0273	18900 NW 32 AVE	FLA CONF ASSOC OF SEVENTH DAYADVENT	P O BOX 2626	WINTER PARK	FL	32790-2626
34-2102-005-2250	19602 NW 8 CT	NORLAND UNITED METHODIST CHURCH	885 NW 195 ST	MIAMI	FL	33169-3156
34-2110-004-1000	16900 NW 22 AVE	CAROL CITY CHURCH OF CHRIST	16900 NW 22 AVE	CAROL CITY	FL	33056-4720
34-2115-005-1640	2104 NW 152 TER	UNITED PENTECOSTAL CHU INCCHARLENE I	18050 NW 36 AVE	OPA LOCKA	FL	33056-3451
34-2105-001-0010	3800 NW 199 ST	COOPER'S TEMPLE CHURCH OF GOD INC	3800 NW 199 ST	MIAMI	FL	33055-1426
34-1132-001-0025	21310 NW 37 AVE	UNIVERSAL TRUTH CTR FOR BETTERLIVING	21310 NW 37 AVE	MIAMI	FL	33056-1030
34-1133-005-1870	3600 NW 213 ST	KAYUE LLC	3616 SW 57 AVE	MIAMI	FL	33155
34-2110-001-1000	1850 NW 183 ST	MORAVIAN CHURCH OF AMERICA% PRINCE	1880 NW 183 ST	MIAMI	FL	33056
34-2110-002-0080	17800 NW 25 AVE	MT HERMON AME CHURCH OF OPA LOCKA	17800 NW 25 AVE	MIAMI GARDENS	FL	33056-3656
34-2117-004-2690	3820 NW 166 ST	DELIVERING TEAM FAITH MINISTRIES	3820 NW 166 ST	OPA LOCKA	FL	33054-6227
34-1116-000-0040	15600 NW 32 AVE	EDW A MCCARTHY - ARCHBISHOP	9401 BISCAYNE BLVD	MIAMI	FL	33138-2970
34-2109-001-0480	2929 NW 167 TER	MANUEL ALVAREZ & LAROCHE VOYARD &	2929 NW 167 TERR	CAROL CITY	FL	33056-4350
34-2110-001-0660	1956 NW 183 ST	MONUMENT OF FAITH MINISTRIES	1956 NW 183 ST	MIAMI	FL	33056-3840
34-2110-001-0980	18145 NW 19 AVE	PRINCE OF PEACE MORAVIAN CHURCH	1880 NW 183 ST	MIAMI	FL	33056-3838
34-2115-003-7300	15700 BUNCHE PARK SC	EDW A MCCARTHY-ARCHBISHOP	9401 BISC BLVD	MIAMI	FL	33138-2970
34-2104-001-0312	3490 NW 191 ST	EDW A MCCARTHY-ARCHBISHOP	9401 BISC BLVD	MIAMI	FL	33138-2970
34-2110-001-4750	17001 NW 20 AVE	HOLY FAITH MISS BAPTIST CHURCH	17001 NW 20 AVE	MIAMI	FL	33056-4826
34-1133-003-0045	3003 NW 207 ST	COSMOPOLITAN BAPT CHURCH	PO BOX 3555	HOLLYWOOD	FL	33083
34-2110-001-5040	17025 NW 22 AVE	GREATER NEW BETHEL BAPTIST CH	17025 NW 22 AVEE	OPA LOCKA	FL	33056-4721
34-1133-005-0210	3350 NW 215 ST	SOUTHEASTERN CONFERENCE ASSOC OF S	P O BOX 551746	CAROL CITY	FL	33055-0746
34-1133-003-0080	2911 NW 207 ST	CHURCH OF CHRIST THE KING	2911 NW 207 ST	MIAMI	FL	33056-1434
34-2112-016-0041	160 NW 176 ST	SPRINGLAND INVESTMENTS INC	6383 NW 62 TERR	PARKLAND	FL	33067
34-2101-028-0010	99 NW 183 ST	MIAMI GARDENS OFFICE CENTER LLC	99 NW 183 ST SUITE#138	NORTH MIAMI BEACH	FL	33169-4531
34-1135-019-0081	21010 NW 7 AVE	BHI ELLINGTON LLC	3900 PEMBROKE RD STE ,	HOLLYWOOD	FL	33021
34-2101-032-0010	18690 NW 2 AVE	MR STANLEY M BOGEN% BERNSTEIN INVES	1345 AVE OF THE AMERIK	NEW YORK	NY	10105
34-2111-017-0010	1515 NW 167 ST	WELLS FARGO DELAWARE TRUST COC/O B	F 1140 E HALLANDALE BEA	HALLANDALE BEACH	FL	33009
34-2117-004-2200	3900 NW 167 ST	PRS C3900 LLC	3950 NW 167 ST	MIAMI	FL	33054
34-2110-001-4320	1825 NW 167 ST	THE CENTER FOR FAMILY & CHILDENRICH	V 1405 NW 167 ST #200	MIAMI	FL	33169-5732
34-2101-015-0730	621 NW 183 ST	PENTECOSTAL TABERNACLEINTERNATIONA	18415 NW 7 AVE	MIAMI	FL	33169-4439
34-1136-060-0020	20295 NW 2 AVE	RAMASH RLTY LLC	339 LIVINGTON PL	CEDARHURST	NY	11516
34-2101-039-0021	19411 NW 2 AVE	FAMILY CARE CLINIC INC	19411 NW 2ND AVE	MIAMI	FL	33169-3314

34-1136-060-0010	20395 NW 2 AVE	TROPICAL FEDERAL CREDIT UNION	8000 NW 7 ST	MIAMI	FL	33126-4008
34-2110-001-3661	1864 NW 175 ST	AMERICAN COUNSELING & EDUCATION	1864 NW 175 ST	MIAMI	FL	33056-4840
34-2101-015-0770	581 NW 183 ST	ABDUL RAHMAN JARAKI & W RAFAH	581 NW 183 ST	MIAMI	FL	33169-4469
34-2114-007-0300	1080 NW 163 DR	CRESLIN OF FLORIDA INC	1080 NW 163 DR	MIAMI	FL	33169-5818
34-2101-004-0530	170 NW 189 TER	JOHN V WILLIAMS & W ROSE A	6011 SW 136 AVE	FT LAUDERDALE	FL	33330
34-2101-026-0010	18800 NW 2 AVE	NYCM CORP	18800 NW 2 AVE #208	MIAMI	FL	33169-4044
34-2112-002-0020	18250 NW 2 AVE	EARL CHRISTIAN	18250 NW 2 AVE	MIAMI	FL	33169-5011
34-2104-001-0160	3375 NW 194 ST	PARENT RESOURCE CENTER OF DADE COUN	4770 BISCAYNE BLVD #61	MIAMI	FL	33137-3225
34-1136-000-0070	20535 NW 2 AVE	BRIDGEROCK PROPERTIES LLC	PO BOX 460	VALLEY STREAM	NY	11592
34-2117-004-1740	3950 NW 167 ST	PRS A&B LLC	3950 NW 167 ST	MIAMI	FL	33054
34-2112-021-0051	17801 NW 2 AVE	TRINITY CHURCH INC	17801 NW 2 AVE	MIAMI	FL	33169-5029
34-2101-041-0020	18640 NW 2 AVE	US POSTAL SERVICE	SE FACILITIES SERVICES O NORTH METRO		GA	30026-9100
34-2112-001-1030	300 NW 183 ST	MONEE HEALTH SERVICES INC	99 NW 183 ST STE 239 A/	MIAMI GARDENS	FL	33169
34-1114-007-0100	16505 NW 13 AVE	AJP REALTY COMPANY LP	12 W 69 ST	NEW YORK	NY	10025
34-1136-000-0066	20451 NW 2 AVE	BRIDGEROCK PROPERTIES LLC	99 WEST HAWTHORNE A/	VALLEY STREAM	NY	11582
34-1136-038-0010	20911 NW 2 AVE	PETERSEN INVESTMENT CORP	20911 NW 2 AVE	MIAMI	FL	33169-2105
34-2117-004-2820	3800 NW 167 ST	DS SEA OAKS HOLDINGS LLC	1915 N 54 AVE	HOLLYWOOD	FL	33021
34-2112-001-1250	270 NW 183 ST	AMERICAN INVESTMENT SERVICES	1497 NW 7 ST	MIAMI	FL	33125-3640
34-2104-001-0592	18470 NW 27 AVE	DOM INC	9401 BISCAYNE BLVD	MIAMI SHORES	FL	33138-2970
34-1136-048-0010	390 NW 210 ST	TOWERCOM LTD% AMERICAN TOWER COR	PO BOX 723597	ATLANTA	CA	31139
34-2101-044-0010	18441 NW 2 AVE	DIVINE SQUARE LW LLC	18425 NW 2 AVE #400	MIAM GARDENS	FL	33169
34-2109-001-0014	2900 NW 183 ST	CHRIST CHILDREN DAY CARE INC	225 NW 14 TERR	MIAMI	FL	33136-1817
34-2110-001-0701	1830 NW 183 ST	DLK ASSOC LTD PARTNERSHIP	1830 NW 183 ST	MIAMI	FL	33056-3838
34-2111-019-0010	1395 NW 167 ST	WELLS FARGO DELAWARE TRUST COC/O B/	1140 E HALLANDALE BEA/	HALLANDALE BEACH	FL	33009
34-2117-004-1730	3978 NW 167 ST	PRS A & B LLC	3950 NW 167 ST	MIAMI	FL	33054
34-2109-006-0450	2727 NW 167 ST	2727 CRN PARTNERS LTD	11428 SW 109 RD	MIAMI	FL	33176-3148
34-1136-000-0064	20401 NW 2 AVE	BLUTH PLAZA LLC	1441 52 ST	BROOKLYN NEW	NY	11219
34-2105-001-0361	18690 NW 37 AVE	UNITED STATES POSTAL SERVICE	PO BOX 2288	CORPS OF E MOBILE	AL	36628
34-2110-003-1060	2259 NW 167 ST	FLAGLER BANK	1801 FOREST HILL BLVD	WEST PALM BEACH	FL	33406
34-2114-008-0300	15705 NW 13 AVE	THIRTEENTH AVENUE LLC	747 PONCE DE LEON BLV/	CORAL GABLES	FL	33134-2074
34-2115-003-5820	15965 NW 22 CT	PORFIRIO M BONET	19201 S ST ANDREWS DR	MIAMI	FL	33015-2333
34-2103-014-0030	18401 NW 27 AVE	WILLIS FAMILY LIMITED PARTNERSHIP& SH	18401 NW 27 AVE	MIAMI	FL	33056-3102
34-2104-001-0014	19500 NW 27 AVE	SUN GLOW CONST INC	1029 S NOVA RD UNIT H	ORMOND BEACH	FL	32174
34-2114-007-0050	16550 NW 10 AVE	SPRINT SPECTRUM LPATTN: TAPS MANAGE	6391 SPRINT PARKWAY	OVERLAND PARK	KS	66251

34-2117-004-2800	3888 NW 167 ST	PRS D LLC	3950 NW 167 ST	MIAMI	FL	33054
34-2101-041-0010	18350 NW 2 AVE	MIAMI OFFICE CENTER LLC	3168 NE 211 ST	AVENTURA	FL	33180
34-2101-027-0570	18301 NW 2 CT	BORIS DALLAS	245 SW 11 AVE	HALLANDALE	FL	33009
34-1136-000-0071	275 NW 199 ST	CHRISTIAN CHURCH DISCIPLES OF CHRIST IN 924 N MAGNOLIA AVE	ST ORLANDO	FL	FL	32803
34-2114-008-0400	1130 NW 159 DR	ALEXANDER & NORONA PARTNERSHIP	6795 NW 87 AVE	MEDLEY	FL	33178
34-2118-002-0080	5300 NW 163 ST	EGM PARTNERSHIP LLC	4920 NW 165 ST	MIAMI	FL	33014
34-2118-013-0010	4870 NW 157 ST	MICHAEL YOUNG & EUGENE E MORI	4870 NW 157 ST	MIAMI	FL	33014-6434
34-2118-007-0040	16363 NW 49 AVE	B & I PROPERTIES	16363 NW 49 AVE	MIAMI	FL	33014-6316
34-2118-011-0040	5451 NW 159 ST	CANAM ASSOCIATES VENTURE NO 4	16095 NW 57 AVE	MIAMI	FL	33014-6705
34-2114-007-0020	1050 NW 167 ST	SPRINT SPECTRUM LPATTN TAPS MGR	6391 SPRINT PARKWAY	OVERLAND PARK	KS	66251-2040
34-2116-014-0020	15410 NW 34 AVE	RAG REAL ESTATE VENTURES INC	3610 YACHT CLUB DR	UN AVENTURA	FL	33180
34-2118-012-0010	4760 NW 165 ST	JDRP ASSOCIATES NO 5 LTD	4710 EISENHOWER BLVD	TAMPA	FL	33634-6334
34-2118-004-0013	5300 NW 165 ST	SEAGIS PLIP LLC % SEAGIS PR GP LPONE TO 100 FRONT ST #1370	100 FRONT ST #1370	WEST CONSHOCK PA	PA	19428
34-2114-008-1370	1301 NW 155 DR	L & M HOLDING CO LLC	1157 NW 159 DR	MIAMI	FL	33169-5807
34-2114-008-1230	1400 NW 159 ST	SOUTHEASTERN HEADQUARTERS INC	20803 BISCAYNE BLVD	ST AVENTURA	FL	33180-1429
34-2109-017-0080	3425 NW 167 ST	ASHTON-PALMETTO PALMS LTD	3493 NW 167 ST	MIAMI GARDENS	FL	33056-4118
34-2114-008-0870	16310 NW 13 AVE	PERKO INCORPORATE	16300 NW 13 AVE	MIAMI	FL	33169-5716
34-2112-019-0210	17260 NW 2 CT	RONALD G KAOUK	17260 NW 2 CT	MIAMI	FL	33169-5903
34-2116-014-0290	15151 NW 33 PL	A1A INVESTMENTS INC	15151 NW 33RD PLACE	MIAMI GARDENS	FL	33054-2400
34-2118-022-0010	16005 NW 52 AVE	SAM BERMAN CHARITABLE FOUNDATION IN 16251 NW 54 AVE	16251 NW 54 AVE	MIAMI GARDENS	FL	33014
34-2112-033-0020	16930 NW 4 AVE	BRIAN SHERRINTON & W JACQUELINE	16930 NW 4 AVE	MIAMI	FL	33169-5920
34-2113-000-0190	580 NW 167 ST	LUCIUS G WHATLEY TR & MARY N WHATLEY	600 NW 167 ST	MIAMI	FL	33169-5342
34-2118-006-0010	16311 NW 52 AVE	AA & E INVESTMENTS LLC	16311 NW 52 AVE	MIAMI	FL	33014
34-2118-008-0040	5280 NW 167 ST	CONKER TRADING CORP	5280 NW 167 ST	MIAMI	FL	33014-6234
34-2118-011-0021	5680 NW 161 ST	KAREN A HENEGAR TR & VERNON & JAMES	5680 NW 161 ST	MIAMI	FL	33014-6129
34-2118-007-0081	5151 NW 165 ST	HARVEST LAND INVESTMENT II INC	5151 NW 165 ST	MIAMI	FL	33014-6302
34-2118-008-0011	5395 NW 165 ST	KEVIN TRAN TRSELIZABETH MUPING TRAN	6763 SW 162 AVE	PEMBROKE PINES	FL	33331
34-2118-021-0010	4915 NW 159 ST	GROUP FIVE REALTY LLC	4915 NW 159 ST	HIALEAH	FL	33014
34-2118-007-0120	16201 NW 49 AVE	16201 49TH AVE LLC	3121 NW 125 ST	MIAMI	FL	33167
34-2116-014-0230	15311 NW 33 PL	LOS MEDANOS INVESTMENTS CORP	15311 NW 33RD PLACE	OPA LOCKA	FL	33054
34-2118-002-0040	5295 NW 163 ST	JAR ENTERPRISES LLC/O CREATIVE CUSTO	15340 NW 163 ST	MIAMI GARDENS	FL	33014-6228
34-2114-008-1860	15960 NW 15 AVE	MIAMI PROP PARTNERS LLC	1600 NW 163 ST	MIAMI	FL	33169
34-2118-011-0023	5601 NW 159 ST	VIDA ABUNDANTE INC	15421 DUNFORD DR	HIALEAH	FL	33014
34-2118-006-0030	5190 NW 165 ST	FRED L HERMAN & W MARILYN	5190 NW 165 ST	MIAMI	FL	33014-6303

34-2112-021-0021	101 NW 176 DR	AEK LLC	101 NW 176 DR	MIAMI	FL	33169
34-2116-014-0070	no address, probably va	TANIA LAND 712 LLC	8000 NW 74 STREET	MEDLEY	FL	33166
34-2114-007-0060	1001 NW 163 DR	CORE DEVELOPMENT HOLDINGS CORP	1080 NW 163 DR	MIAMI	FL	33169-5818
34-2118-004-0025	5261 NW 161 ST	WEISBERG FAMILY INVEST LLLP	P O BOX 610074	NO MIAMI	FL	33261-0074
34-2118-016-0050	5680 NW 163 ST	CANAM ASSOCIATES VENTURE NO 4	16095 NW 57 AVE	MIAMI	FL	33014-6705
34-2112-019-0250	17141 NW 2 CT	UNION AIR CONDITIONING INC	17141 NW 2 CT	MIAMI	FL	33169-5901
34-2116-014-0190	15451 NW 33 PL	YORKRIDGE PROPERTIES INC	P O BOX 609521	ORLANDO	FL	32860
34-2114-008-1410	15625 NW 15 AVE	BKC INVESTMENTS LLC	15625 NW 15 AVE	MIAMI	FL	33169-5601
34-2118-007-0073	4805 NW 165 ST	LAMS INVESTMENTS CORP	4805 NW 165 ST	MIAMI	FL	33014
34-2116-014-0040	3455 NW 153 ST	DALE KOEPKA	4860 E ROUNDTABLE ROJ DAVIE	MIAMI	FL	33331
34-2118-021-0030	5105 NW 159 ST	DOMINGO Y ANA CASTRO LLC	5105 NW 159 ST	MIAMI GARDENS	FL	33014
34-2112-019-0190	17220 NW 2 CT	CARPOMEX OF AMERICA INTL INC	17220 NW 2 CT	MIAMI	FL	33169-5903
34-2118-021-0030	17121 NW 2 CT	WELLS FARGO BANK NA	200 S BISCAYNE BLVD 2N MIAMI	MIAMI	FL	33131
34-2112-019-0270	4920 NW 165 ST	EGM HOLDINGS GROUP LLC	4920 NW 165 ST	MIAMI GARDENS	FL	33014
34-2118-007-0010	16489 NW 49 AVE	Y A M INVESTMENTS INCPMB 340	15476 NW 77 CT	MIAMI LAKES	FL	33016-5823
34-2116-014-0610	15310 NW 33 PL	MYM UNITED CORP	15310 NW 33 PL	MIAMI	FL	33054-2444
34-2111-028-0060	16701 PARK CENTRE BL	SAFEGUARD PROP III LLC	3350 PEACHTREE RD NE S AVENTURA	MIAMI GARDENS	GA	30326
34-2118-004-0042	5375 NW 159 ST	CRMT OF FLA LLC	16251 NW 54 AVE	MIAMI GARDENS	FL	33014-6106
34-2114-007-0161	1120 NW 165 ST	KEYSTONE FLORIDA DEVELOPMENT LLC	101 PINEAPPLE GROVE W DELRAY BEACH	MIAMI	FL	33444
34-2118-022-0020	15907 NW 52 AVE	COOKIES & CRACKERS CORP	15945 NW 52 AVE	MIAMI	FL	33014-6201
34-2116-014-0600	15300 NW 33 PL	KRONOS INVESTMENTS LLC	10502 NW 134 ST	HALEAH GARDENS	FL	33018
34-2118-022-0030	16295 NW 52 AVE	SAMI BERMAN CHARITABLEFOUNDATION IP	16251 NW 54 AVE	MIAMI GARDENS	FL	33014
34-2116-014-0430	3380 NW 151 TER	LAROQUE BUILDING LLC	601 N 44 AVE	HOLLYWOOD	FL	33021
34-2118-011-0020	15200 NW 34 AVE	A PERDOMO LLC	3685 NW 106 ST	MIAMI	FL	33147-1030
34-2116-014-0240	5530 NW 161 ST	SEAGIS PLIP LLC/O SEAGIS PROPERTY GRO	ONE TOWER 100 FRONT WEST CONSHOHOCK PA		PA	19428
34-2118-023-0010	15281 NW 33 PL	RUFET USA LLC	9588 KENLEY CT	PARKLAND	FL	33076
34-2112-019-0160	4775 NW 157 ST	PALMETTO LK WAREHOUSE LLC	9700 SOUTH DIXIE HIHW/ MIAMI	MIAMI	FL	33156
34-2116-014-0550	3385 NW 151 TER	FELA BOUMAN LIVING TR	377 JACARANDA DR	PLANTATION	FL	33324
34-2116-014-0340	3396 NW 151 TER	LUIS R GUTIERREZ	14250 SW 74 ST	MIAMI	FL	33183-2955
34-2112-021-0020	101 NW 176 DR	ISAAC BAKAR	PO BOX 641113	MIAMI	FL	33164
34-2118-007-0023	16200 NW 49 AVE	FLOWERS BAKING CO OF MIAMI	17800 NW MIAMI CT	MIAMI	FL	33169-5017
34-2114-008-1110	16110 NW 13 AVE	MJ EAGLE REALTY LC% TED KLEIN	16200 NW 49 AVE	MIAMI	FL	33014-6315
34-2118-007-0070	16505 NW 49 AVE	S W COOLIDGE INC	3010 BUILDERS AVE	LAS VEGAS	NV	89101-4904
		16505 HOLDINGS LLC	6800 NW 72 ST # 1	MIAMI	FL	33166

34-2114-007-0260	1150 NW 163 DR	ADVANCETEC PROP INC	451 NE 189 ST	MIAMI	FL	33179-3908
34-2114-007-0030	16560 NW 10 AVE	CORE DEVELOPMENTHOLDINGS CORP	1080 NW 163 DR	MIAMI	FL	33169-5818
34-2114-008-0090	1151 NW 159 DR	M & L HOLDINGS LLC	1157 NW 159 DR	MIAMI	FL	33169-5807
34-2118-016-0020	5449 NW 161 ST	SEAGIS FLIP LLC/O SEAGIS PROPERTY GRO	ONE TOWER 100 FRONT ; WEST CONSHOCK PA			19428
34-2109-017-0070	3485 NW 167 ST	ASHTON-PALMETTO PALMS LTD	3493 NW 167 ST	MAIMI GARDENS	FL	33056-4118
34-2114-008-2270	16501 NW 16 CT	R & A REALTY LLC	13105 NW 42 AVE	OPA LOCKA	FL	33054-4435
34-2118-021-0040	5111 NW 159 ST	LAKE OLIVES BUSINESS PARK LLC	15960 NW 81 CT	MIAMI LAKES	FL	33016-6648
34-2118-025-0010	16542 NW 54 AVE	CRMT OF FLA LLC	16251 NW 54 AVE	MIAMI GARDENS	FL	33014-6106
34-2113-000-0030	no address, probably va	CONTINENTAL EQUITIES INC	1300 NW 167 ST STE 2	MIAMI GARDENS	FL	33169-5787
34-2114-007-0340	990 NW 166 ST	MRP PROPERTY HOLDINGS INC	990 NW 166 ST	MIAMI	FL	33169
34-2114-008-0200	999 NW 159 DR	VALDES & SON HOLDINGS LLC	11925 SW 88 CT	MIAMI	FL	33176-4356
34-2118-007-0100	16320 NW 48 AVE	LEVIS PROP LLC	16330 NW 48 AVE	MIAMI	FL	33014-6417
34-2118-005-0010	15800 NW 49 AVE	REDOUND CORP	1474-A W 84 ST	HIALEAH	FL	33014-3363
34-2114-008-0490	1100 NW 159 DR	6 TRUSTS FLORIDA LLC	1401 79 ST CAUSEWAY	N MIAMI	FL	33141-4104
34-2116-014-0120	3425 NW 154 TER	RAUL GONZALEZ & W MILLAGROS&JAINME	GC 5111 NW 190 ST	CAROL CITY	FL	33055-2447
34-2118-007-0054	16100 NW 48 AVE	DC INVESTMENTS LLC	679 MIDDLE RIVER DR	FT LAUDERDALE	FL	33304
34-2118-004-0044	5330 NW 161 ST	SAMI BERMAN CHARITABLE FDTN INC	16251 NW 54 AVE	MIAMI GARDENS	FL	33014
34-2114-008-1440	15595 NW 15 AVE	IONEL & FLA INV LLC	15595 NW 15 AVE	MIAMI	FL	33169-5644
34-2113-000-0080	600 NW 167 ST	LUCIUS G WHATLEY TR & MARY N WHATLEY	600 NW 167 ST	MIAMI	FL	33169-5342
34-2116-014-0080	3593 NW 154 TER	EMIL M ASHA & W LILLIAN	P O BOX 560493	MIAMI	FL	33256-0493
34-2118-006-0040	5100 NW 165 ST	DEER CITY USA LLC	5100 NW 165 ST	HIALEAH	FL	33014-6303
34-2118-021-0020	5055 NW 159 ST	ABRAHAM RIMON	407 POINCIANA DR	HALLANDALE	FL	33009
34-2114-007-0360	800 NW 166 ST	ROBERT GASS JR & W VICTORIA F	541 SAN MARCO DR	FT LAUDERDALE	FL	33301
34-2114-008-1580	15800 NW 15 AVE	GRADUATE PLASTICS INC & M & M PLASTIC	15800 NW 15 AVE	MIAMI	FL	33169-5606
34-2116-014-0360	3406 NW 151 TER	ISAAC BAKAR	PO BOX 641113	MIAMI	FL	33164
34-2116-014-0220	15341 NW 33 PL	KSM AIRPORT PROPERTIES INC	15241 NW 33 PL	MIAMI	FL	33054-2443
34-2114-008-0440	1128 NW 159 DR	SUNSHINE STATE IND HOLDINGS LLC	9200 S DADELAND BLVD ; MIAMI		FL	33156-2707
34-2114-008-1380	1361 NW 155 DR	6 TRUSTS FLA LLC	1401 79 ST CAUSEWAY	N MIAMI	FL	33141-4104
34-2118-007-0027	15986 NW 49 AVE	DLM PARTNERSHIP	18901 NE 29 AVE #101	AVENTURA	FL	33180-2868
34-2114-007-0071	1251 NW 165 ST	PALM LAKES INVESTMENTS LLC & JEMI INV	540 ENCLAVE CIR WEST	PEMBROKE PINES	FL	33027
34-1136-055-0010	20240 NW 2 AVE	ESS PRISA III OWNER LLC% E PROPERTY TA	P O BOX 320099	ALEXANDRIA	VA	22320
34-2112-019-0170	17160 NW 2 CT	OCTOBER NIGHT CORP	POBOX 694805	MIAMI	FL	33269
34-2118-004-0017	16390 NW 52 AVE	RADER WAREHOUSE LLC	PO BOX 5844	MIAMI LAKES	FL	33014-1844
34-2116-015-0020	15491 NW 33 PL	NOVUS CONST & ENG CONTRACTOR INC	15491 NW 33 PL	MIAMI GARDENS	FL	33054

34-2118-004-0022	16251 NW 54 AVE	JASON & PETER LLC	16251 NW 54 AVE	MIAMI GARDENS	FL	33014
34-2116-014-0030	15402 NW 34 AVE	TP INTERNATIONAL INVESTMENTS CORP	2848-D STIRLING RD	HOLLYWOOD	FL	33020
34-2104-001-0600	18400 NW 27 AVE	U HAUL CO OF FLORIDA 905 LLC	P O BOX 29046	PHOENIX	AZ	85038
34-2118-007-0082	5125 NW 165 ST	BRISTOL PALMETTO LLC	400 MONTGOMERY STRE	SAN FRANCISCO	CA	94104
34-2114-008-1770	16295 NW 16 CT	MIAMI PROP PARTNERS LLC	1600 NW 163RD ST	MIAMI	FL	33169
34-2114-008-1160	15959 NW 15 AVE	SUN MANUFACTURING CORP	15959 NW 15 AVE	MIAMI	FL	33169-5607
34-2118-004-0030	5255 NW 165 ST	5255 HOLDINGS INC	5255 NW 165 ST	MIAMI	FL	33014-6230
34-2116-014-0310	3360 NW 151 TER	THEOS MINISTRIES INT INC	3360-62 NW 151 TERR	OPA LOCKA	FL	33054-2410
34-2118-005-0020	4790 NW 157 ST	MARISOL BRITT TRSRICHARD M SEPLER TRS	2997 DAY AVE	MIAMI	FL	33133
34-2118-002-0090	5340 NW 163 ST	NOBIYAM INVESTMENT LLC	5395 NW 165 ST	MIAMI	FL	33014
34-2116-014-0420	15290 NW 34 AVE	BLI INVESTMENTS INC	15290 NW 34 AVE	OPA LOCKA	FL	33054-2411
34-2118-004-0040	5255 NW 159 ST	REALTY ASSOCIATES FUND VIII L PC/O AME	10598 NW SOUTH RIVER	MIAMI	FL	33178
34-2112-013-0010	17301 NW 2 AVE	FRUEHAUF TRAILER SERVICES INC% WABAS P O BOX 6129		LAFAYETTE	IN	47903
34-2114-008-0040	1175 NW 159 DR	1175 NW 159TH LLC/O SEAGIS PROP GRO	1 TOWER BRIDGE 100 FR	WEST CONSHOHOCK PA		19428
34-2118-007-0200	16350 NW 48 AVE	MAHMOUD T DABIRI	16350 NW 48 AVE	MIAMI	FL	33014-6417
34-2118-015-0010	3353 NW 154 TER	3353 55 PROPERTY LLC	3353 NW 154 TERR	MIAMI GARDENS	FL	33054-2465
34-2114-011-0050	1585 NW 163 ST	Q-ALPHA REALTY CORP	PO BOX 1831	CAROLINA	PR	00984
34-2118-006-0043	5120 NW 165 ST	LUCKYS ARCADE INC	4715 NW 157 ST STE 212	MIAMI GARDENS	FL	33014-6425
34-2118-005-0012	4720 NW 157 ST	KA-KO INTERNATIONAL CO INC	4740 NW 157 ST	MIAMI	FL	33014-6421
34-2118-001-0022	15800 NW 49 AVE	BRITT METAL PROCESSING INC	15800 NW 49 AVE	MIAMI	FL	33014-6307
34-2116-014-0260	15221 NW 33 PL	CLOWDUS PROP INC	4880 NW 157 ST	MIAMI	FL	33014-6434
34-2114-008-0380	1160 NW 159 DR	STRAIGHTLINE ENGINEERINGGROUP LLC	15221-23 NW 33 PLAGE	MIAMI GARDENS	FL	33054
34-2116-014-0250	15241 NW 33 PL	KSM AIRPORT PROP INC	1 SE 3 AVE SUITE 1210	MIAMI	FL	33131
34-2118-002-0030	5275 NW 163 ST	NOVA MIAMI WAREHOUSES LLC	430 GRAND BAY DR # 607	KEY BISCAYNE	FL	33139
34-2118-004-0010	16333 NW 54 AVE	RICAR 35 LLC	P.O. BOX 266406	WESTON	FL	33326
34-2109-002-1071	17890 NW 29 CT	PALMETTO LK INVEST CO PH III LLC	12002 MIRAMAR PARKW	MIRAMAR	FL	33025
34-2114-007-0120	1270 NW 165 ST	HAROLD & LYLE F RICHTER TRS	245 ATLANTIC ISLE	N MIAMI BCH	FL	33160-4501
34-2114-008-0191	1001 NW 159 DR	TRANSCENDA LLC	666 71 ST	MIAMI BEACH	FL	33141-3020
34-2118-004-0015	5205 NW 163 ST	SUNSHINE PK PROP LLC	1625 WEST PRINCETON S	ORLANDO	FL	32804
34-2116-014-0270	15181 NW 33 PL	SEAGIS PLIP LLC % SEAGIS PR GP LPONE TO	100 FRONT ST #1370	WEST CONSHOHOCK PA		19428
34-2114-007-0250	1160 NW 163 DR	MASTER MECHANICAL SERVICES INC	15181 NW 33 PL	MIAMI	FL	33054
34-2114-009-0010	1221 NW 165 ST	NEWMAN GRP LLC	1160 NW 163 DR	MIAMI	FL	33169-5816
		ALEXANDER & NORONA PARTNERSHIP	1221 NW 165 ST	MIAMI	FL	33169-5809

34-2116-014-0460	15400 NW 34 AVE	LODGE ENTERPRISES LTD PRTRNSHP	15400 NW 34 AVE	MIAMI	FL	33054-2461
34-2109-021-0040	3351 NW 168 ST	ASHTON-PALMETTO PALMS LTD% BERGER	3493 NW 167 ST	MIAMI	FL	33056-4118
34-2116-014-0150	3361 NW 154 TER	WAYNE N HUIZENGA & W FRANCESJOHN E	1895 LAKESHORE DR	WESTON	FL	33326
34-2118-004-0012	5350 NW 165 ST	A BETTER BLIND INC	5350 NW 165 ST	MIAMI	FL	33014-6233
34-2112-016-0040	17531 NW 2 AVE	ESS VRS OWNERS LLC% E PROPERTY TAX IN P	O BOX 320099	ALEXANDRIA	VA	22320
34-2114-008-0390	1150 NW 159 DR	159TH DRIVE LLC	1600 NW 165 ST	NORTH MIAMI BEACH	FL	33169
34-2118-007-0140	16250 NW 48 AVE	ARTHUR HOCHMAN	16250 NW 48 AVE	HIALEAH	FL	33014-6415
34-2109-021-0060	3341 NW 168 ST	ASHTON-PALMETTO PALMS LTD% BERGER	3493 NW 167 ST	MIAMI	FL	33056-4118
34-2118-007-0020	16260 NW 49 AVE	PERLMUTTER MANAGEMENT OF FL INC	16300 NW 49 AVE	HIALEAH	FL	33014-6317
34-2116-014-0200	15401 NW 33 PL	KDN INCOR	15241 NW 33 PL	MIAMI	FL	33054-2443
34-2118-016-0010	5590 NW 163 ST	NOVICK-CANAMERO PROPERTIES LLC	5590 NW 163 ST	MIAMI	FL	33014-6132
34-2110-001-4650	16725 NW 20 AVE	WAREHOUSE 99 OF MIAMI INC	16725 NW 20 AVE	MIAMI	FL	33056-4821
34-2110-001-4940	2001 NW 167 ST	ROBESA INVEST INC	6341 ALLISON RD	MIAMI	FL	33141-4505
34-2133-003-0060	2765 NW 207 ST	WP NM MIA GRDN LLC	2424 SE BRISTOL ST # 25/ NEWPORT BB	BEACH	CA	92660
34-2102-000-0100	1455 NW 183 ST	CARA JANA OF MIAMI INC	1455 NW 183 ST	MIAMI GARDENS	FL	33169-3609
34-2115-007-1060	2570 NW 152 TER	ALEXANDERS PROP OF S FLA INC	2941 NW 162 ST	MIAMI	FL	33054-6859
34-2109-001-0020	3000 NW 183 ST	U S DEPARTMENT OF LABOR% MIAMI JOB	(3050 NW 183 ST	NO MIAMI	FL	33056-3536
34-2112-000-0140	17330 NW 7 AVE	17330 NW 7 LLC	2930 BISCAYNE BLVD	MIAMI	FL	33137-4122
34-2133-010-0030	20600 NW 34 AVE	HILARIO VALDESPINO & W JANETTE	434 SE 3 ST	DANIA	FL	33004
34-2109-002-0040	17800 NW 27 AVE	ROBINSON & CO INC	17800 NW 27 AVE	MIAMI GARDENS	FL	33056-3503
34-2109-007-0290	2818 NW 169 TER	KINGS KIDS ACADEMY INC	2818 NW 169 TERR	MIAMI	FL	33056-4437
34-2109-002-0070	17700 NW 27 AVE	KIDS ON POINT LLC	17700 NW 27 AVE	MIAMI	FL	33056
34-2110-001-0200	18001 NW 22 AVE	BEACON HILL CENTER INC	18001 NW 22 AVE	OPA LOCKA	FL	33056-3718
34-2110-045-0010	16801 NW 27 AVE	GREATER PEACE MISSIONARY BAPTISTCHU	16801 NW 27 AVE	MIAMI	FL	33056-4403
34-2104-004-1100	18311 NW 30 AVE	F P DINO & ASSOC INC	2234 N FEDERAL HWY	BOCA RATON	FL	33431
34-2116-006-0180	3020 NW 165 ST	FRANCISCO MARTINEZJACQUELINE MARTIN	20010 NW 66 PL	MIAMI	FL	33015
34-2105-021-0150	3790 NW 197 TER	MODESTA M GARCIA & H RAMON GARCIA	3790 NW 197 TERR	MIAMI	FL	33055-1900
34-2104-001-0180	19205 NW 37 AVE	PATRICK ADELEKE	P O BOX 960490	MIAMI	FL	33290
34-2102-000-0050	1320 NW 188 ST	B P I DADE COUNTY	1410 NE 2 AVE	MIAMI	FL	33132-1308
34-2113-005-0920	3401 NW 213 TER	ST MICHAEL'S PRESCHOOL INC	3401 NW 213 TERR	MIAMI	FL	33056-1036
34-2112-019-0110	17151 NW 7 AVE	PHILIPS HOLDINGS LLC/O ATLANTIC FORD	2840 CENTER PORT CIR	POMPANO BEACH	FL	33064-2136
34-2104-001-0310	3400 NW 191 ST	PET RESCUE INC	3440 NW 191 ST	MIAMI	FL	33056-2936
34-2112-040-0011	17080 NW 7 AVE	GOLDEN GLADES STATION INC	2200 S DIXIE HWY #601	MIAMI	FL	33133
34-2101-002-0420	19301 NW 2 AVE	Q RESEARCH SERVICES INC	6221 W ATLANTIC BLVD	MARGATE	FL	33063

34-2102-000-0121	1695 NW 183 ST	E & J CANDELARIA CORP	17031 NW 10 CT	MIAMI	FL	33169-5238
34-2104-001-0520	3695 NW 183 ST	MIAMI DEVELOPMENT AUTHORITY INC	11767 SW DIXIE HWY #3	PINECREST	FL	33156
34-2109-006-0370	2726 NW 168 TER	EBS ENG INC	4715 NW 157 ST #202	HALEAH	FL	33014-6425
34-2101-017-0020	19300 NW 2 AVE	A & R INVESTMENTS% RONNIE FARR	2333 PONCE DE LEON BL	CORAL GABLES	FL	33134-5418
34-2111-003-1134	18200 NW 7 AVE	MIAMI GARDENS PETROLEUMENTERPRISES	18200 NW 7 AVE	MIAMI	FL	33169-4304
34-2104-003-1790	3269 NW 183 ST	F S STORES INC	18001 OLD CUTLER RD	ST PALMETTO BAY	FL	33157
34-2101-026-0030	18750 NW 2 AVE	ALBEN THREE CORP%BURGER KING	PO BOX 557968	MIAMI	FL	33255-7968
34-2103-001-0717	no address, probably va	DAVID MORTON TRSPETER MORTON TRS	6701 DEACON ROAD	SARASOTA	FL	34238
34-2104-002-0010	3600 NW 191 ST	WMTP ENTERPRISES INC	15730 NW 28 CT	MIAMI	FL	33054-2213
34-2101-012-1310	19695 NW 2 AVE	SHUSTER LLC	5295 TOWN CTR RD #200	BOCA RATON	FL	33486
34-2109-001-0410	3695 NW 167 ST	S O S LAND CORPORATION #2	3695 NW 167 ST	OPA LOCKA	FL	33056-4120
34-2110-001-0320	2190 NW 183 ST	THE MAHOGANY GRILLE INC	2190 NW 183 ST	MIAMI	FL	33056-3728
34-2104-014-0030	3601 NW 191 ST	JAMAD INC	19321 SW 69 ST	PEMBROKE PINES	FL	33332
34-2108-012-0670	4467 NW 167 ST	MEDINA MGMT GRP INC	4471 NW 167 ST	OPA LOCKA	FL	33055-4311
34-2104-002-0020	19075 NW 37 AVE	MOHAMMAD SIDDIQUE &W ELVA C	3611 SW 116 AVE	DAVIE	FL	33330
34-2103-006-0070	2510 NW 187 ST	NATIONAL PROP INVESTMENTS INC	615 SOUTH DUPONT HIGI	DOVER	DE	19901
34-2116-012-0032	16280 NW 27 AVE	UNITED WINDOWS & DOORS INC	16280 NW 27 AVE	OPA LOCKA	FL	33054-6808
34-2105-001-0360	18300 NW 37 AVE	MARVIN ROLNICK	THOMAS L C/O WALGREE	DEERFIELD	IL	60015
34-2101-012-1300	19601 NW 2 AVE	ADVANCE AUTO PARTS	PO BOX 2710	ROANOKE	VA	24001
34-2109-002-0010	17830 NW 27 AVE	CWC & ASSOC INC	19301 W ST ANDREWS	DI MIAMI	FL	33015-2337
34-2136-002-0810	20310 NW 2 AVE	MG LLC% KEY COMMERCIA MORTGAGE	PO BOX 13247	KANSAS	MO	64199
34-2101-039-0010	19355 NW 2 AVE	JUAN RAMON VALLE PINTODASLY DEL CARR	15533 SW 52 CT	MIRAMAR	FL	33027
34-2110-011-1400	17495 NW 27 AVE	DIAMOND R E POLLITO LLC	PO BOX 630653	MIAMI	FL	33163
34-2116-014-0130	3405 NW 154 TER	KENNETH S MCINNIS	15241 NW 33 PL	MIAMI	FL	33054-2443
34-2110-020-0010	17701 NW 27 AVE	KAZI FOODS OF FLORIDA INC% KAZI MANG,P.O. BOX	11239	ST THOMAS	VI	00801-4239
34-2112-017-0020	17410 NW 2 AVE	GULLERMIO R SANTANA &EDDY A BARRIOS	17410 NW 2 AVE	MIAMI	FL	33169-5036
34-2103-001-0709	no address, probably va	RMS PROPERTIES IV LLC	1491 W SCHAUMBURG R	SCHAUMBURG	IL	60194
34-2116-012-0040	16290 NW 27 AVE	BUNCHE PARK AUTO & TRUCK REP	16290 NW 27 AVE	MIAMI GARDENS	FL	33054
34-2101-019-0150	19200 NW 2 AVE	KIMCO AUTOFUND LP3333 NEW HYDE PAR	PO BOX 5020	NEW HYDE PARK	NY	11042
34-2116-012-0010	15900 NW 27 AVE	NOVOGRODER/MIAMI LLC% WALGREENS #300	WILMOT RD	DEERFIELD	IL	60015
34-2105-001-0550	3931 NW 183 ST	THE JPM CENTRE AT MIAMIGARDENS DRIV	4055 NW 183 ST	MIAMI	FL	33155
34-2115-002-0400	16495 NW 27 AVE	ALVARO ECHALAR	7861 NW 187 TER	HALEAH	FL	33015
34-2101-001-0010	639 NW 183 ST	PENTECOSTAL TABERNACLE OFN MIAMI IN	18415 NW 7 AVE	MIAMI	FL	33169
34-2112-002-0012	18230 NW 2 AVE	G I A INVESTMENTS INC	15499 W DIXIE HWY	NO MIAMI BCH	FL	33162-6031

34-2112-015-0020	18215 NW 7 AVE	Q RESEARCH SERVICES INC	6221 W ATLANTIC BLVD	MARGATE	FL	33063
34-2112-021-0040	17900 NW MIAMI CT	PUBLIX SUPER MARKETS INCATTI: REAL EST, P O BOX 407	18101 COLLINS AVE. STE. SUNNY ISLES BEACH	LAKELAND	FL	33802-0407
34-2112-040-0012	no address, probably va D & V USA LLC/O VITO CARRETTA				FL	33110
34-2112-017-0010	17440 NW 2 AVE	ASIA AUTO PARTS INCC/O ANDRE KATTOUF 1287 E NEWPORT DR #20 DEERFIELD BEACH			FL	33442
34-2110-001-1310	1770 NW 183 ST	AMERICAN PUBS II INC	13040 NW 7 AVE	NORTH MIAMI BEACH	FL	33161
34-2101-013-1960	19700 NW 2 AVE	DWAIN W HIGGINBOTHAM	6140 SW 121 ST	PINECREST	FL	33156
34-2101-000-0040	19000 NW 2 AVE	DEMETRA INCORPORATED	1140 LEMONWOOD ST	HOLLYWOOD	FL	33019
34-2101-041-0030	no address, probably va MIAMI OFFICE CENTER LLC		3168 NE 211 ST	AVENTURA	FL	33180
34-2108-004-0041	18197 NW 47 AVE	MIAMI GDS SHOPPING PLAZA INC	1655 DREXEL AVE SUITE 2 MIAMI BCH	DORAL	FL	33139-7765
34-1133-003-0051	20700 NW 27 AVE	SUNSHINE GASOLINE DISTR INC	1650 NW 87TH AVE		FL	33172
34-2108-006-0060	4215 NW 167 ST	ENRIQUE H LOPEZ & W LILLIAN	8101 NW 185 ST	MIAMI	FL	33015-2725
34-2101-019-0140	19100 NW 2 AVE	KIMCO AUTOFUND LP3333 NEW HYDE PAR PO BOX 5020	9701 NW 89 AVE	NEW HYDE PARK	NY	11042
34-2104-001-0591	2701 NW 183 ST	CAROL CITY SERVICE STATION LLC	1201 OAKFIELD DR	MEDLEY	FL	33178-1435
34-2104-044-0010	19855 NW 37 AVE	BLUE MARLIN STATIONS LLC		BRANDON	FL	33511
34-2101-013-2630	19570 NW 2 AVE	NORTHWEST SECOND AVENUESERVICE STA 9701 NW 89 AVE		MEDLEY	FL	33178-1435
34-2104-001-0162	3601 NW 194 ST	SKIPPER CHUCKS CHILDCARE CENTER #2 IN 3601 NW 194 ST	2255 NW 183 ST	OPA LOCKA	FL	33056-2225
34-2103-001-0720	2255 NW 183 ST	MIAMI GARDENS CHURCH OF CHRIST	8986 PALM TREE LANE	MIAMI	FL	33056-3735
34-2134-000-0024	2525 NW 207 ST	IRENE HALL	1798 NW 183 ST	PEMBROKE PINES	FL	33024
34-2110-001-1320	1798 NW 183 ST	WHEELLOCK MULLER GROUP LLC		MIAMI GARDENS	FL	33056-3855
34-2110-002-0020	no address, probably va MOHAMMED A KASHEM & SHAHANA KASH 2316 SW 118 AVE		1251 AVENUE OF AMERIC NEW YORK	MIRAMAR	FL	33025
34-2104-003-1650	3285 NW 183 ST	FFRP 1 1 LLC	5800 NW 77 CT	MIAMI	NY	10020
34-2116-013-0011	15710 NW 27 AVE	ELLER MEDIA COMPANY	2734 W MIAMI GARDENS OPA LOCKA	MIAMI	FL	33166
34-2109-001-0017	17950 NW 27 AVE	82 SL ASSOCIATES OF FL	1640 POWERS FERRY RD	MARIETTA	GA	30067
34-2110-048-0021	18225 NW 27 AVE	KLOPP INVESTMENT CORP	210 71 ST #309	MIAMI BEACH	FL	33141
34-2101-000-0070	18990 NW 2 AVE	I & H INVESTMENTS LLC	17751 NW 27 AVE	MIAMI	FL	33056-4009
34-2110-002-0082	17721 NW 27 AVE	17751 PROPERTIES INC	2200 S DIXIE HWY #601	MIAMI	FL	33133
34-2104-003-1840	3201 NW 183 ST	UNIQUE OIL NO 5 INC	9701 NW 89 AVE	MEDLEY	FL	33178
34-2101-013-1950	19760 NW 2 AVE	IVES DAIRY ROADSERVICE STATION LLC	17231 NW 42 AVE	CAROL CITY	FL	33055-4410
34-2109-001-0450	16855 NW 37 AVE	MATOS AUTO PARTS CORP	9400 S DADELAND BOULE MIAMI		FL	33156-2844
34-1136-002-0100	20690 NW 2 AVE	SAILORMEN INCORPORATED	2990 NW 24 ST	MIAMI	FL	33142-7008
34-2101-026-0040	18700 NW 2 AVE	FLOVAL OIL CORP	11420 PEACH TREE DR	MIAMI	FL	33161-6856
34-2111-000-0047	1201 NW 167 ST	RAMPAD INC	293 EGRET LN	FT LAUDERDALE	FL	33327
34-2110-002-0121	17625 NW 27 AVE	GAYLE'S PLAZA INC		MIAMI GARDENS	FL	33055-3051
34-2105-001-0490	4699 NW 183 ST	ADNAN ENTERPRISES LLC				

34-1136-058-0012	19911 NW 2 AVE	KIMCO OF NO MIAMI INC3333 NEW HYDE I PO BOX 5020	NEW HYDE PARK	NY	11042
34-21111-003-1132	840 NW 183 ST	SUNSHINE DADE INVEST LLC	DORAL	FL	33125
34-2104-001-0510	3581 NW 183 ST	3581 3695 NW 163 ST LLC	MIAMI GARDENS	FL	33056
34-1136-040-0020	115 NW 202 TER	NO DADE TWO HOUSING DEV CORP INCRO 2000 CORPORATE RIDGE	M CLEAN	VA	22102
34-2109-006-0080	17010 NW 27 AVE	BARBARA REISER & COMPANY INCGUARDI/ 2199 PONCE DE LEON BL	CORAL GABLES	FL	33134
34-2109-001-0011	18200 NW 27 AVE	PROPERTY CAPITAL TRUST	OPA LOCKA	FL	33056
34-2101-013-3720	19800 NW 2 AVE	CVS 2895 MIAMI LLCC/O CVS PHARMACY II ONE CVS DR	WOONSOCKET	RI	02895
34-2110-001-1050	1750 NW 183 ST	MOHAMMAD AZAMI & BASHIR UDDIN	MIRAMAR	FL	33027
34-2110-001-1030	1700 NW 183 ST	MIAMI GDNS PROF CAR CARE INC	MIAMI	FL	33179-2423
34-2109-006-0050	17090 NW 27 AVE	BARBARA REISER & COMPANY INCGUARDI/ 2199 PONCE DE LEON BL	CORAL GABLES	FL	33134
34-2108-003-1100	4201 NW 167 ST	PALMETTO SERV STATION LLC	MEDLEY	FL	33178-1435
34-2115-002-0510	16301 NW 27 AVE	HUGH BRYAN & W PATRICIA M	HALEAH	FL	33015-2304
34-2116-000-0031	no address, probably va	PALMETTO TERMINAL CORP	MIAMI	FL	33169-5600
34-2112-032-0010	650 NW 183 ST	F P DING INC	2234 N FEDERAL HIGHW/ BOCA RATON	FL	33431
34-2115-003-4290	16435 NW 22 AVE	WILLIE LYONCE & NORMA HARRIS	17021 NW 18 AVE	FL	33056-4932
34-2111-000-0062	16805 NW 12 AVE	FRAISANT ENTERPRISES CO & CASA BELLA T	180 ISLAND DR	FL	33149
34-2101-004-0880	19001 NW 2 AVE	KOIES GROUP INC	19001 NW 2 AVE	FL	33017
34-2108-003-1090	no address, probably va	EDUARDO D LANZ & EMELINA D LANZ	11300 SW 58 ST	FL	33330
34-2110-034-0100	2601 NW 175 ST	MAJUMDER INC	10424 SW 54 ST	FL	33328
34-2109-016-0020	3600 NW 183 ST	BPI MIAMI INC	7902 NW 164 TERR	FL	33016-3461
34-2110-048-0040	18115 NW 27 AVE	SANAN PROPERTIES INC	18115 NW 27 AVE	FL	33056-3508
34-2111-003-1130	700 NW 183 ST	THREE C RESTAURANT CORP	700 NW 183 ST	FL	33169-4250
34-2108-004-0151	3701 NW 167 ST	S O S AUTO SERVICE CENTER INC	3701 NW 167 ST	FL	33055-4510
34-1133-005-1890	21285 NW 37 AVE	AMBCC DEVELOPMENT LLC	21311 NW 34 AVE	FL	33056-1056
34-2110-001-1041	1720 NW 183 ST	ELIAS & JENNA INC	4200 MADISON ST	FL	33021
34-2114-008-0010	16111 NW 13 AVE	NORMAN SHAPIROSUNSHINE KITCHENS INC/ 1800 NE 114 ST #1610	MIAMI	FL	33181-3420
34-2110-001-1040	no address, probably va	MIAMI GRDN PROFESSIONAL CAR CAREINC 20580 NE 6 CT	MIAMI GARDENS	FL	33179
34-2101-004-0640	18901 NW 2 AVE	JALI LLC	185 NW SPANISH RIVER B BOCA RATON	FL	33431
34-2105-023-0010	3700 NW 199 ST	CVS SP 5897 FL LLCCVS CORPORATION #5897 ONE CVS DR	WOONSOCKET RHOD	FL	02895
34-2115-003-7293	15685 NW 22 AVE	FLOVAL OIL CORPORATION	2990 NW 24 ST	FL	33142-7008
34-2112-027-0010	18201 NW 7 AVE	S B SAHA CORP	18201 NW 7 AVE	FL	33169-4303
34-1136-000-0075	20605 NW 2 AVE	EDMUND N ANSIN & TOBY L ANSIN	1401 79 ST CSWY	FL	33141-4104
34-2101-045-0010	19321 NW 2 AVE	NORTH MIAMI PLAZA 18 INC	15499 W DIXIE HIGHWAY N MIAMI BCH	FL	33180-3853
34-2115-002-0060	16625 NW 27 AVE	JOSEPH ANTHONY SMITH	1801 SW 75 TERR	FL	33317

34-2108-003-1260	4329 NW 167 ST	SONJA M & GEORGE F LIND (CO-TRS)	651 SW 99 AVE	PEMBROKE PINES	FL	33025
34-2101-002-1410	19101 NW 2 AVE	441 SERV STATION LLC	9701 NW 89 AVE	MEDLY	FL	33178
34-2109-006-0060	no address, probably va	RUSSELL E CHAFFEE & W IRENE	17010 NW 27 AVE	OPA LOCKA	FL	33056-4408
34-2111-000-0050	1195 NW 167 ST	FIRST CITIZENS BANK & TRUST CO	1200 N FEDERAL HIGHW/ BOCA RATON	MIAMI	FL	33432
34-2110-001-4060	16700 NW 17 AVE	LUCKY 7 #7 INC	16700 NW 17 AVE	MIAMI	FL	33056-4902
34-2112-021-0050	17725 NW 2 AVE	WESTWAY INC	15 COLLEGE DR	ARLINGTON HTS	IL	60004
34-2110-008-0310	16901 NW 27 AVE	METROPOLITAN FOODS INC% RACETRAC PI	POST OFFICE BOX 22845	OKLAHOMA CITY	OK	73123
34-1136-040-0010	103 NW 202 TER	N DADDE SR CITZ HOUSING DEV CORPROBT	; 103 NW 202 TERR	MIAMI	FL	33169-2622
34-2101-044-0020	no address, probably va	DIVINE SQUARE LW LLC	18425 NW 2 AVE #400	MIAMI GARDENS	FL	33169
34-2101-046-0050	19400 NW 2 AVE	PETERSONS H-D REALTY INC	19400 NW 2 AVE	MIAMI	FL	33169-3315
34-2115-003-7291	15553 NW 22 AVE	KHALID J KHAN	20040 NW 64 PL	MIAMI	FL	33015-2135
34-2110-008-0311	17021 NW 27 AVE	RACETRAC PETROLEUM INC#555R	PO BOX 22845	OKLAHOMA CITY	OK	73123
34-2101-021-0010	18900 NW 2 AVE	EUROCHILE CORP	18900 NW 2 AVE	MIAMI	FL	33169-4009
34-1112-019-0080	17215 NW 7 AVE	PHILIPS HOLDINGS LLC/O ATLANTIC FORD	2840 CENTER PORT CIR	POMPANO BEACH	FL	33064-2136
34-2110-011-1391	17381 NW 27 AVE	CREATIVE BUSN FIN INC	17475 NW 27 AVE	MIAMI	FL	33056-4003
34-1101-000-0050	200 NW 191 ST	DAVID CHANG & W YUK MEI	901 NW 49 ST	POMPANO BEACH	FL	33064
34-2116-013-0070	15850 NW 27 AVE	15850 NW 27TH AVENUE LLC	18459 PINES BL SUITE 42	PENBROKE PINES	FL	33029
34-1101-004-0010	18801 NW 2 AVE	JULIA BARBARARICHARD KOFFMAN	224 MAIN ST	BINGHAMTON	NY	13905
34-2117-004-0690	4100 NW 167 ST	URBAN DEVELOPERS LLC	P O BOX 402188	MIAMI BEACH	FL	33140-0188
34-1109-022-0010	17552 NW 27 AVE	AUTOZONE STORES INC	123 S FRONT ST	MEMPHIS	TN	38103
34-1109-004-0441	no address, probably va	2727 CRN PARTNERS LTD	11428 SW 109 RD	MIAMI	FL	33176-3148
34-2111-026-0010	755 NW 167 ST	OFG PALMETTO GLADES CENTER LLC	PO BOX 2223	MIAMI BCH	FL	33140
34-2103-012-0030	18575 NW 27 AVE	MIAMI GRDNS SHOPPING CENTER LLC	2627 NE 203 RD #118	AVENTURA	FL	33180
34-1136-002-0102	20600 NW 2 AVE	144 HOLDING LLC	1019 5TH ST	MIAMI BEACH	FL	33139-3024
34-2110-009-1150	17901 NW 27 AVE	FREDERICK W MCLENDON JTRSDWAYNE RC	11440 TARA DR	PLANTATION	FL	33325
34-2101-002-1370	19275 NW 2 AVE	CAPITAL AUTOMOTIVE LP% DAVID BRAND	PO BOX 69-9024	MIAMI	FL	33269-9024
34-2118-006-0020	16375 NW 52 AVE	FDRE II HOLDINGS LLC	6100 N POWERLINE RD	FT LAUDERDALE	FL	33309
34-2117-002-0330	no address, probably va	PREMIER AMERICAN BANK	12903 SW 133 CT #12903	MIAMI	FL	33185-5851
34-2101-002-0340	19445 NW 2 AVE	RAZA INTERNATIONAL INC	342 LAKEVIEW DR #B-105	WESTON	FL	33326
34-2112-035-0020	17700 NW 2 AVE	GOLDEN COR STATION INC	2200 S DIXIE HWY #601	MIAMI	FL	33133
34-2102-003-0011	18450 NW 7 AVE	DURRANT CLARKE & W JUDITH	1111 NW 200 ST	MIAMI	FL	33169-2810
34-2108-004-0042	4686 NW 183 ST	MIAMI GDNS SHOPPING PLAZA INCMCDON	P O BOX 278765	MIRAMAR	FL	33027-3611
34-2112-017-0040	280 NW 175 ST	RYDER TRUCK RENTAL INC% PROPERTY TAX	PO BOX 025719	MIAMI	FL	33102-5719
34-2116-014-0350	3400 NW 151 TER	SOLUTION SPECIALTIES INC	3400 NW 151 TERR	OPA LOCKA	FL	33054-2450

34-2104-046-0013	19780 NW 27 AVE	DENNYS INCC/O TIMOTHY E FLEMMING	203 EAST MAIN ST	SPARTANBURG	SC	29319
34-2104-046-0020	19850 NW 27 AVE	TK BUILDING LLC/O JACKSN OATS SHAW C 101 MARIETTA ST #3175	ATLANTA	GA	30303	30303
34-2104-046-0016	no address, probably va	DASSETT LTD & DC ASSOCIATES LTD &S C N 8890 WEST OAKLAND PAI SUNRISE	OKLAHOMA CITY	FL	33351	33351
34-2104-046-0012	19700 NW 27 AVE	C R FLA POLLO LLC	452 WEST 20TH ST	NEW YORK	NY	10011
34-1133-033-0010	20696 NW 27 AVE	RACETRAC PETROLEUM INCSAVAGE SAVAG PO BOX 22845	OKLAHOMA CITY	OK	73123	73123
34-2110-001-4990	16715 NW 22 AVE	NEW WAY FELLOWSHIP BAPTIST CHURCH	16800 NW 22 AVE	MIAMI	FL	33056-4718
34-2104-001-0016	19300 NW 27 AVE	CANTELOP PROPERTY INVESTMENT INC	150 ALHAMBRA CIR # 925	CORAL GABLES	FL	33134
34-2103-001-0713	no address, probably va	CE LAND PARTNERS LLC	2100 HOLLYWOOD BLVD	HOLLYWOOD	FL	33020
34-1133-003-0043	3175 NW 207 ST	RASMAIAH MAHMOUD	11800 SW 26 CT	FT LAUDERDALE	FL	33330
34-1133-019-0010	20700 NW 27 AVE	SUNSHINE GASOLINE DISTR INC	1650 NW 87TH AVE	DORAL	FL	33172
34-2110-011-1420	17301 NW 27 AVE	LAURENCE B BRODY	3801 NE 207 ST #1501-1	AVENTURA	FL	33180