



Mayor Eugene Flinn
Vice Mayor John DuBois
Council Member Karyn Cunningham
Council Member Tim Schaffer
Council Member Larissa Siegel Lara

Village Manager Edward Silva
Village Attorney Dexter Lehtinen
Village Clerk Meighan J. Alexander

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodation, a sign language interpreter or hearing impaired to participate in this proceeding should contact the Village Clerk at (305) 259-1234 for assistance no later than seven days prior to the meeting.

VILLAGE LOCAL PLANNING AGENCY MEETING AGENDA

Monday, April 4, 2016 - 7:00 P.M.

Village Hall Chambers, 9705 E. Hibiscus Street

1. **CALL TO ORDER, ROLL CALL, PLEDGE OF ALLEGIANCE**
2. **DECORUM STATEMENT:** Any person making impertinent or slanderous remarks, or who becomes boisterous, while addressing the Council may be barred from further appearance before the Council by the Mayor, unless permission to continue or again address the Council is granted by a majority vote of the Council. Applauding speakers shall be discouraged. Heckling or verbal outbursts in support or opposition to a speaker, or his or her remarks, shall be prohibited. No signs or placards shall be allowed in the Council meeting. Persons exiting the Council meeting shall do so quietly. All cellular telephones and beepers are to be silenced during the meeting.
3. **ORDINANCE FOR SECOND READING/PUBLIC HEARING**
 - A. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO ZONING; AMENDING THE OFFICIAL ZONING MAP; CHANGING .98 ACRES (+/-), FROM E-1 ESTATE SINGLE FAMILY TO E-M ESTATE MODIFIED SINGLE FAMILY DISTRICT; FOR THE PROPERTY LOCATED AT 13650 SW 82ND COURT BEARING FOLIO 33-5022-000-0191, IN PALMETTO BAY, FLORIDA; PROVIDING FOR ORDINANCES IN CONFLICT, CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE. (Public Hearing – Quasi-judicial hearing) **(Regular Council Meeting shall have time certain of 8 pm) (Included in Council Agenda packet as Item 13.C.)**

- B. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO ZONING; AMENDING PORTIONS OF SECTION 30-70 OF THE LAND DEVELOPMENT CODE RELATING TO REQUIRED PARKING, EXEMPTIONS, VALET PARKING, AMOUNT OF PARKING, AND CALCULATION OF REQUIRED PARKING, TO PROVIDE FOR PARKING RELIEF REMEDIES; PROVIDING FOR ORDINANCES IN CONFLICT, CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE. – **TO BE DEFERRED TO APRIL 18, 2016**

4. NEXT MEETING AND ADJOURNMENT

PURSUANT TO FLORIDA STATUTES 286.0105, THE VILLAGE HEREBY ADVISES THE PUBLIC THAT IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THIS COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT ITS MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT FOR SUCH PURPOSE, THE AFFECTED PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDING IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE VILLAGE FOR THE INTRODUCTION OR ADMISSION OF OTHERWISE INADMISSIBLE OR IRRELEVANT EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.



To: Honorable Mayor and Village Council

Date: April 4, 2016

From: Edward Silva, Village Manager

Re: 13650 SW 82 Court
Rezoning 2nd Reading

AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO ZONING; AMENDING THE OFFICIAL ZONING MAP; CHANGING .98 ACRES (+/-), FROM E-1 ESTATE SINGLE FAMILY TO E-M ESTATE MODIFIED SINGLE FAMILY DISTRICT; FOR THE PROPERTY LOCATED AT 13650 SW 82ND COURT BEARING FOLIO 33-5022-000-0191, IN PALMETTO BAY, FLORIDA; PROVIDING FOR ORDINANCES IN CONFLICT, CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.

UPDATE SINCE FIRST READING:

This item was heard at first reading on March 7, 2016 and was approved without any changes. The remainder of the report regarding this item is as it was submitted on March 7, 2016 as attached as Exhibit A.

RECOMMENDATION:

Approval is recommended.

Attachments:

(Exhibit A) – Report heard at 1st Reading

A blue ink signature of Darby P. Delsalle is written over a horizontal line. The signature is stylized and loops around the line.

Darby P. Delsalle, AICP
Planning and Zoning Director



To: Honorable Mayor and Village Council

Date: March 7, 2016

From: Edward Silva, Village Manager

Re: 13650 SW 82 Court
Rezoning – 1st Reading

AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO ZONING; AMENDING THE OFFICIAL ZONING MAP; CHANGING .98 ACRES (+/-), FROM E-1 ESTATE SINGLE FAMILY TO E-M ESTATE MODIFIED SINGLE FAMILY DISTRICT; FOR THE PROPERTY LOCATED AT 13650 SW 82ND COURT BEARING FOLIO 33-5022-000-0191, IN PALMETTO BAY, FLORIDA; PROVIDING FOR ORDINANCES IN CONFLICT, CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.

UPDATE SINCE FIRST READING:

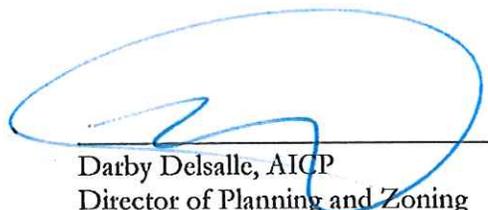
This item was heard during First Reading on February 1, 2016 however, the item was continued for the Regular Council Meeting scheduled on March 7, 2016. During First Reading, the Village Council did not vote to approve or deny the item. Instead the Village Council requested the item to be advertised in a manner similar to a typical zoning application request (ex. site plan, plat, variance, etc.) prior to First Reading occurring. Attached are copies of the postings, mailings, and advertising that were completed for this item (Attachment A). The same procedure will be followed again prior to returning the item for Second Reading. The remainder of the report regarding this item was submitted on February 1, 2016. A copy of the previous report is included (Attachment B).

RECOMMENDATION:

Approval is recommended.

Attachments:

- (A) Postings, mailings, and advertising
- (B) Report submitted on February 1, 2016 Regular Council Meeting



Darby Delsalle, AICP
Director of Planning and Zoning

Manager's Report
for
13650 SW 82 Court Rezoning

ATTACHMENT A



VILLAGE OF PALMETTO BAY NOTICE OF PUBLIC HEARING FOR A PROPOSED ZONING DISTRICT BOUNDARY CHANGE

The Village of Palmetto Bay shall conduct a public hearing to consider an item on first reading on Monday, March 7, 2016, at 7:00 p.m. The hearing shall be held at Village Hall, 9705 East Hibiscus Street, Council Chambers, Palmetto Bay, FL 33157. Discussion and public input will be welcome concerning the following items that may be of interest to your immediate neighborhood.

John Andrew Smith submitted an application for the property, located at 13650 SW 82nd Court (Folio 33-5022-000-0191) is requesting the following:

AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO ZONING; AMENDING THE OFFICIAL ZONING MAP TO REFLECT A DISTRICT BOUNDARY ZONE; CHANGING .98 ACRES (+/-), FROM E-1 ESTATE SINGLE FAMILY DISTRICT TO E-M ESTATE MODIFIED; FOR THE PROPERTY LOCATED AT 13650 SW 82ND COURT BEARING FOLIO 33-5022-000-0191, IN PALMETTO BAY, FLORIDA; PROVIDING FOR ORDINANCES IN CONFLICT, CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE. [4/5 Vote].

All persons are invited to appear and be heard. The documents pertaining to this public hearing may be inspected during regular working hours at the Department of Planning & Zoning at Village Hall, 9705 East Hibiscus Street, Palmetto Bay, FL 33157. Inquiries may be directed to the Village Clerk at (305) 259-1234. Any meeting may be opened and continued, and, under such circumstances, additional legal notice would not be provided. Any person may contact Village Hall for more information.

Pursuant to Section 286.0105, F.S., if any person decides to appeal any decision by the Village Council with regard to this or any matter, he/she will 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. This notice does not constitute consent by the Village for the introduction or admission of otherwise inadmissible evidence, nor does it authorize challenges or appeals not otherwise allowed by law.

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodation (or hearing impaired) to participate in this proceeding or to review any documents relative thereto should contact the Village for assistance at (305) 259-1234 no later than seven (7) days prior to the proceedings.

**VILLAGE OF PALMETTO BAY
NOTICE OF PUBLIC HEARING**

HEARING NUMBER: VPB-16-003
APPLICANT NAME: John Andrew Smith
FOLIO: 33-5022-000-0191
PROJECT LOCATION: 13650 SW 82nd Court
PALMETTO BAY, FL 33158

REQUEST: Changing .98 acres (+/-), from E-1, Estate Single Family to E-M, Estate Modified Single Family.

PLANS ARE ON FILE AND MAY BE EXAMINED IN THE DEPARTMENT OF PLANNING AND ZONING AT VILLAGE HALL. PLANS MAY BE MODIFIED BEFORE AND DURING THE PUBLIC HEARING.

A PUBLIC HEARING WILL BE HELD MONDAY, MARCH 7, 2016, AT 7:00 PM AT THE COUNCIL CHAMBERS LOCATED WITHIN VILLAGE HALL, 9705 EAST HIBISCUS STREET, PALMETTO BAY, FL 33157.

YOU ARE NOT REQUIRED TO RESPOND TO THIS NOTICE. However, objections or waivers of objection may be made in person at the hearing or filed in writing prior to the hearing date with the Department of Planning and Zoning. Any meeting may be opened and continued, and under such circumstances, additional legal notice would be provided. Any person may contact Village Hall at (305) 259-1234 for additional information. Please call the Village Clerk for ADA needs (or hearing impaired) no later than four (4) days prior to the proceedings.

**VILLAGE OF PALMETTO BAY
NOTICE OF PUBLIC HEARING**

HEARING NUMBER: VPB-16-003
APPLICANT NAME: John Andrew Smith
FOLIO: 33-5022-000-0191
PROJECT LOCATION: 13650 SW 82nd Court
PALMETTO BAY, FL 33158

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**VILLAGE OF PALMETTO BAY
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**VILLAGE OF PALMETTO BAY
NOTICE OF PUBLIC HEARING**

HEARING NUMBER: VPB-16-003
APPLICANT NAME: John Andrew Smith
FOLIO: 33-5022-000-0191
PROJECT LOCATION: 13650 SW 82nd Court
PALMETTO BAY, FL 33158

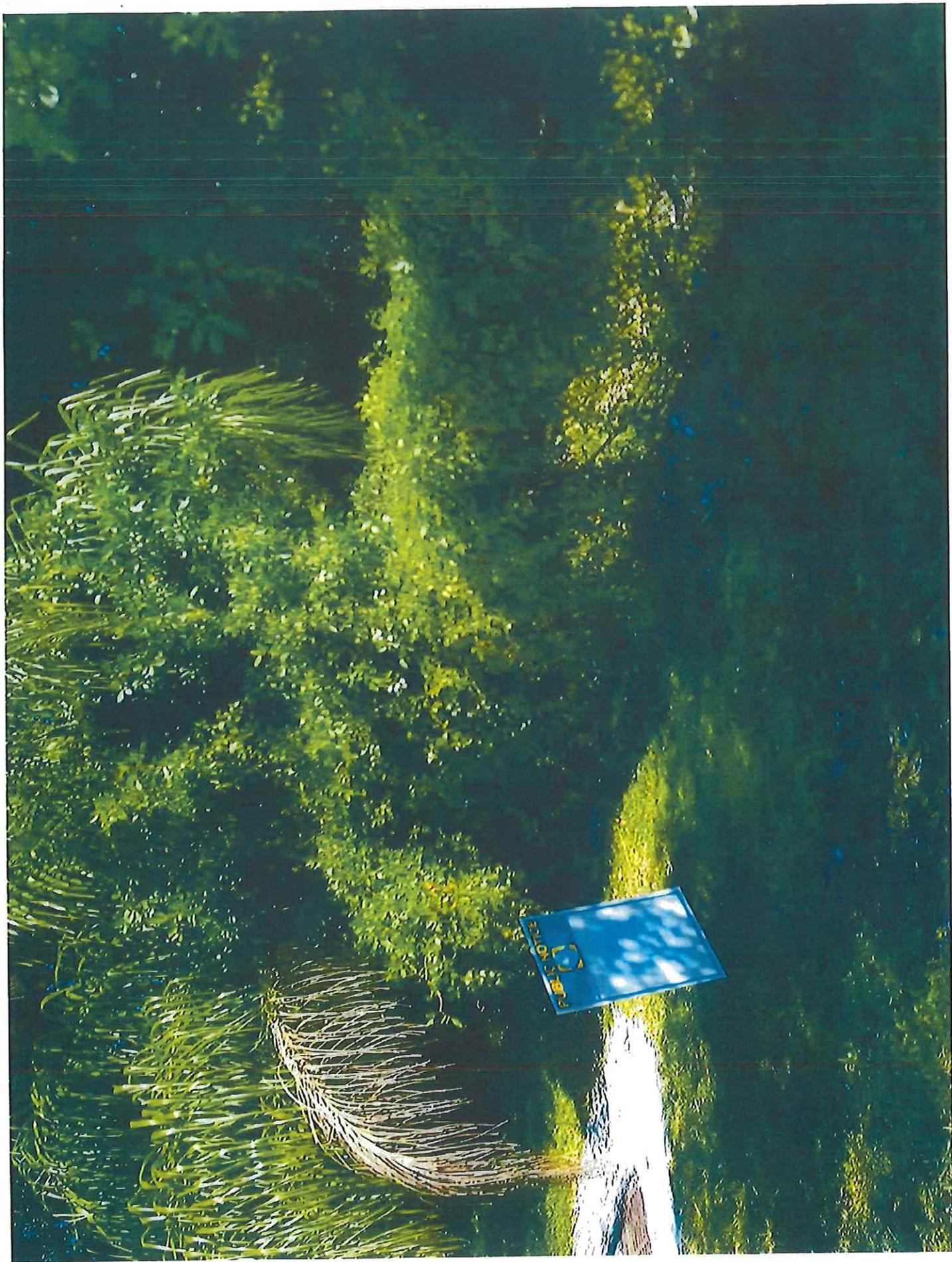
REQUEST: Changing .98 acres (+/-), from E-1, Estate Single Family to E-M, Estate Modified Single Family.

PLANS ARE ON FILE AND MAY BE EXAMINED IN THE DEPARTMENT OF PLANNING AND ZONING AT VILLAGE HALL. PLANS MAY BE MODIFIED BEFORE AND DURING THE PUBLIC HEARING.

A PUBLIC HEARING WILL BE HELD MONDAY, MARCH 7, 2016, AT 7:00 PM AT THE COUNCIL CHAMBERS LOCATED WITHIN VILLAGE HALL, 9705 EAST HIBISCUS STREET, PALMETTO BAY, FL 33157.

YOU ARE NOT REQUIRED TO RESPOND TO THIS NOTICE. However, objections or waivers of objection may be made in person at the hearing or filed in writing prior to the hearing date with the Department of Planning and Zoning. Any meeting may be opened and continued, and under such circumstances, additional legal notice would be provided. Any person may contact Village Hall at (305) 259-1234 for additional information. Please call the Village Clerk for ADA needs (or hearing impaired) no later than four (4) days prior to the proceedings.









PUBLIC NOTICE



PURPOSE

Public Notice regarding the proposed project. The notice includes details about the project's location, purpose, and the public's right to comment. It also provides information on how to access the project documents and where to submit comments.

Manager's Report
for
13650 SW 82 Court Rezoning

ATTACHMENT B



To: Honorable Mayor and Village Council

Date: February 1, 2016

From: Edward Silva, Village Manager

Re: Amendment of Official
Zoning Map for property
located at 13650 SW 82nd CT -
1st Reading

AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO ZONING; AMENDING THE OFFICIAL ZONING MAP; CHANGING .98 ACRES (+/-), FROM E-1 ESTATE SINGLE FAMILY TO E-M ESTATE MODIFIED SINGLE FAMILY DISTRICT; FOR THE PROPERTY LOCATED AT 13650 SW 82ND COURT BEARING FOLIO 33-5022-000-0191, IN PALMETTO BAY, FLORIDA; PROVIDING FOR ORDINANCES IN CONFLICT, CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.

BACKGROUND:

The property in question is located at 13650 SW 82nd Court, consisting of approximately .98 acres, and is in the center of a residential block. In 2009, as part of Ordinance No. 2009-17, the Village adopted its own Official Zoning Map, thus replacing the Miami-Dade Zoning Map. The overall affect, with few exceptions, was the re-labeling of zoning designations throughout the Village in a manner consistent with the Miami-Dade County's designations. During that zoning mapping/adoption process, this section was zoned from EU-1 to E-1. This designation is inconsistent with all of the surrounding properties. As such the applicant is now seeking to realign the zoning of this parcel to be consistent with the surrounding parcels. The property was never platted. It is now the intent of the applicant to plat this property and create two E-M lots consistent with the surrounding neighborhood.

The parcel in question is described as follows:

The South 153 Feet of the North 548 Feet of the W ½ of the East ½ of the NE ¼ of the NW ¼ less the East 25 feet and the West 25 Feet thereof, in Section 22, Township 55 South, Range 40 East, lying and being in Miami-Dade County, Florida, and containing 42,688 square feet or .98 acres, more or less.

ZONING HEARING HISTORY:

In October 2009, the Village created its Land Development Code and Comprehensive Zoning Map, and re-designated the subject property as E-1 (residential). (Documentation not provided in this back-up as it is voluminous and is existing Code).

NEIGHBORHOOD CHARACTERISTICS:

ZONING	LAND USE DESIGNATION
Subject Property:	
E-1; Estate Single Family Residential	Estate Density Residential
Surrounding Properties:	
NORTH:	
E-M; Estate Modified Single Family	Estate Density Residential
EAST:	
E-M; Estate Modified Single Family	Estate Density Residential
SOUTH:	
E-M; Estate Modified Single Family	Estate Density Residential
WEST:	
E-M; Estate Modified Single Family	Estate Density Residential

ANALYSIS:

The following is a review of the request pursuant to the Village's rezoning criteria found at Section 30-30.7(b), of the Land Development Code. The Background Section and the Analysis is hereby incorporated by reference.

Criteria (1) Whether the proposal is consistent with the Comprehensive Plan, including the adopted infrastructure minimum levels of service standards and the Village's concurrency management program.

Analysis: The underlying land use designation is Estate Density Residential which permits up to 2.5 units per acre. The E-M zoning fits within that land use density category. The rezoning aligns the property with the zoning of the surrounding properties.

Finding: Consistent.

Criteria (2) Whether the proposal is in conformance with all applicable requirements of Chapter 30.

Analysis: Please see Background Section of this report. The parcel in question is currently zoned differently from all of the properties that surround it. In this case, the parcel was zoned R-1 in 2009. Changing of the parcel's zoning would make it consistent with the surrounding properties and thus, consistent with all requirements of Chapter 30.

Finding: Consistent.

Criteria (3) Whether, and the extent to which, land use and development conditions have changed since the effective date of the existing regulations, and whether the changes support or work against the proposed change in land use policy.

Analysis: Not applicable. There were no changes to land use policy.

Finding: Consistent.

Criteria (4) Whether, and the extent to which, the proposal would result in any incompatible land uses, considering the type and location of uses involved, the impact on adjacent or neighboring properties, consistency with existing development, as well as compatibility with existing and proposed land uses.

Analysis: See Criteria 1 and 2, and the Background Section of this report. The rezoning is consistent with the surrounding uses and will mirror the zoning on all sides if approved.

Findings: Consistent.

Criteria (5) Whether, and the extent to which, the proposal would result in demands on transportation systems, public facilities and services; would exceed the capacity of the facilities and services, existing or programmed, including: transportation, water and wastewater services, solid waste disposal, drainage, recreation, education, emergency services, and similar necessary facilities and services.

Analysis: Please see Criteria 1. The proposed rezoning is for .98 acres. Any impact on infrastructure and services would be de minimis. Any impact would be measured at the time of development application.

Finding: Consistent.

Criteria (6) Whether, and to the extent to which, the proposal would result in adverse impacts on the natural environment, including consideration of wetland protection, preservation of groundwater aquifer, wildlife habitats, and vegetative communities.

Analysis: The proposed rezoning is on a parcel of land consisting of .98 acres. The site is an in area populated with single family homes. There does not appear to be any significant natural resources at the site.

Finding: Consistent.

Criteria (7) Whether, and the extent to which, the proposal would adversely affect the property values in the affected area, or adversely affect the general welfare.

Analysis: The rezoning is consistent with the surrounding zoning on all four sides.

Finding: Consistent.

Criteria (8) Whether the proposal would result in an orderly and compatible land use pattern. Any positive and negative effects on land use pattern shall be identified.

Analysis: The rezoning is consistent with the surrounding zoning on all four sides.

Finding: Consistent.

Criteria (9) Whether the proposal would be in conflict with the public interest, and whether it is in harmony with the purpose and intent of Chapter 30.

Analysis: The rezoning is consistent with the surrounding uses and will mirror the zoning on all four sides.

Finding: Consistent.

Criteria (10) Other matters which the Local Planning Agency or the Village Council in its legislative discretion may deem appropriate.

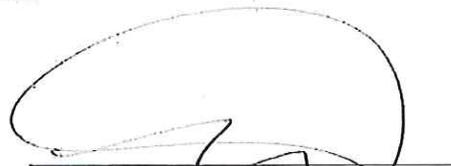
Finding: Decision for the Village Council.

FISCAL/BUDGETARY IMPACT:

No budgetary impact is anticipated at this time.

RECOMMENDATION:

Approval is recommended.



Darby Delsalle, AICP
Director of Planning and Zoning

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ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO ZONING; AMENDING THE OFFICIAL ZONING MAP; CHANGING .98 ACRES (+/-), FROM E-1 ESTATE SINGLE FAMILY TO E-M ESTATE MODIFIED SINGLE FAMILY DISTRICT; FOR THE PROPERTY LOCATED AT 13650 SW 82ND COURT BEARING FOLIO 33-5022-000-0191, IN PALMETTO BAY, FLORIDA; PROVIDING FOR ORDINANCES IN CONFLICT, CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the property in question is located at 13650 SW 82nd Court, consists of approximately .98 acres, and is landlocked by adjoining properties; and

WHEREAS, in 2009, the Mayor and Village Council adopted Ordinance No. 2009-17, which created the Village's Official Zoning Map, thus replacing the Miami-Dade County Zoning Map; and

WHEREAS, in creating the Official Zoning Map, this section was rezoned from EU-1 to E-1, Estate Single Family; and

WHEREAS, the surrounding properties are all zoned E-M; Estate Modified Single Family, and

WHEREAS, pursuant to Chapter 166, Florida Statutes, a change of zoning, otherwise known as a district boundary change, of less than 10 acres, requires a public hearing on second reading, and a Land Planning Agency public hearing prior to approval of the rezoning ordinance; and

WHEREAS, pursuant to Section 163.3174, *Florida Statutes* the Village Council has been designated as the Local Planning Agency for the Village; and

WHEREAS, on _____, 2016, the Local Planning Agency approved the proposed amendment; and

WHEREAS, to approve a rezoning, the request must be consistent with the Village's Comprehensive Plan and a basic finding of compatibility to Code Section 30-30.7(b) must be rendered by the Mayor and Village Council; and

WHEREAS, the Mayor and Village Council, now desire to rezone the property described in Attachment E-1 from Estate Single Family, to E-M, Estate Modified Single Family District.

1 **BE IT ENACTED BY THE MAYOR AND VILLAGE COUNCIL OF THE**
2 **VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:**

3
4 **Section 1.** In evaluating an application for a rezoning, from E-1 Estate Single Family
5 to, E-M, Estate Modified Single Family for .98 acres (+/-), for the property located at 13650 SW
6 82nd Court bearing folio 33-5022-000-0191, the Palmetto Bay Village Council applied the criteria
7 under 30-30.7(b) of the Village's Code and found the request to be consistent. The map
8 amendment is attached and incorporated by reference herein as Attachment 1.
9

10 **Section 2.** The property that is the subject of the rezoning bears the following legal
11 description:

12 The South 153 Feet of the North 548 Feet of the W ½ of the East ½ of the NE
13 ¼ of the NW ¼ less the East 25 feet and the West 25 Feet thereof, in Section 22,
14 Township 55 South, Range 40 East, lying and being in Miami-Dade County,
15 Florida, and containing 42,688 square feet or .98 acres, more or less.
16
17

18 **Section 3.** The Village Council in compliance with Chapter 166, Florida Statutes,
19 after the first reading approved the request to rezone.
20

21 **Section 4.** All ordinances or parts of ordinances in conflict with the provisions of
22 this ordinance are repealed.
23

24 **Section 5.** If any section, clause, sentence, or phrase of this ordinance is for any
25 reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not
26 affect the validity of the remaining portions of this ordinance.
27

28 **Section 6.** **Effective Date.** This ordinance shall take effect immediately upon
29 enactment.
30

31 **PASSED and ENACTED** this ____ day of _____, 2016.
32

33 First Reading: _____
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35 Second Reading: _____
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39 Attest: _____
40 Meighan Alexander
41 Village Clerk
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Eugene Flinn
Mayor

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APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE
USE AND RELIANCE OF THE VILLAGE OF PALMETTO BAY ONLY:

Dexter W. Lhtinen
Village Attorney

FINAL VOTE AT ADOPTION:

- Council Member Katyn Cunningham _____
- Council Member Tim Schaffer _____
- Council Member Larissa Siegel Lara _____
- Vice-Mayor John DuBois _____
- Mayor Eugene Flinn _____

Attachment A

Proposed & Existing Zoning

Proposed Zoning for 13650 SW 82 CT



0 100 200
Feet
Created: 1/10/2016



AG



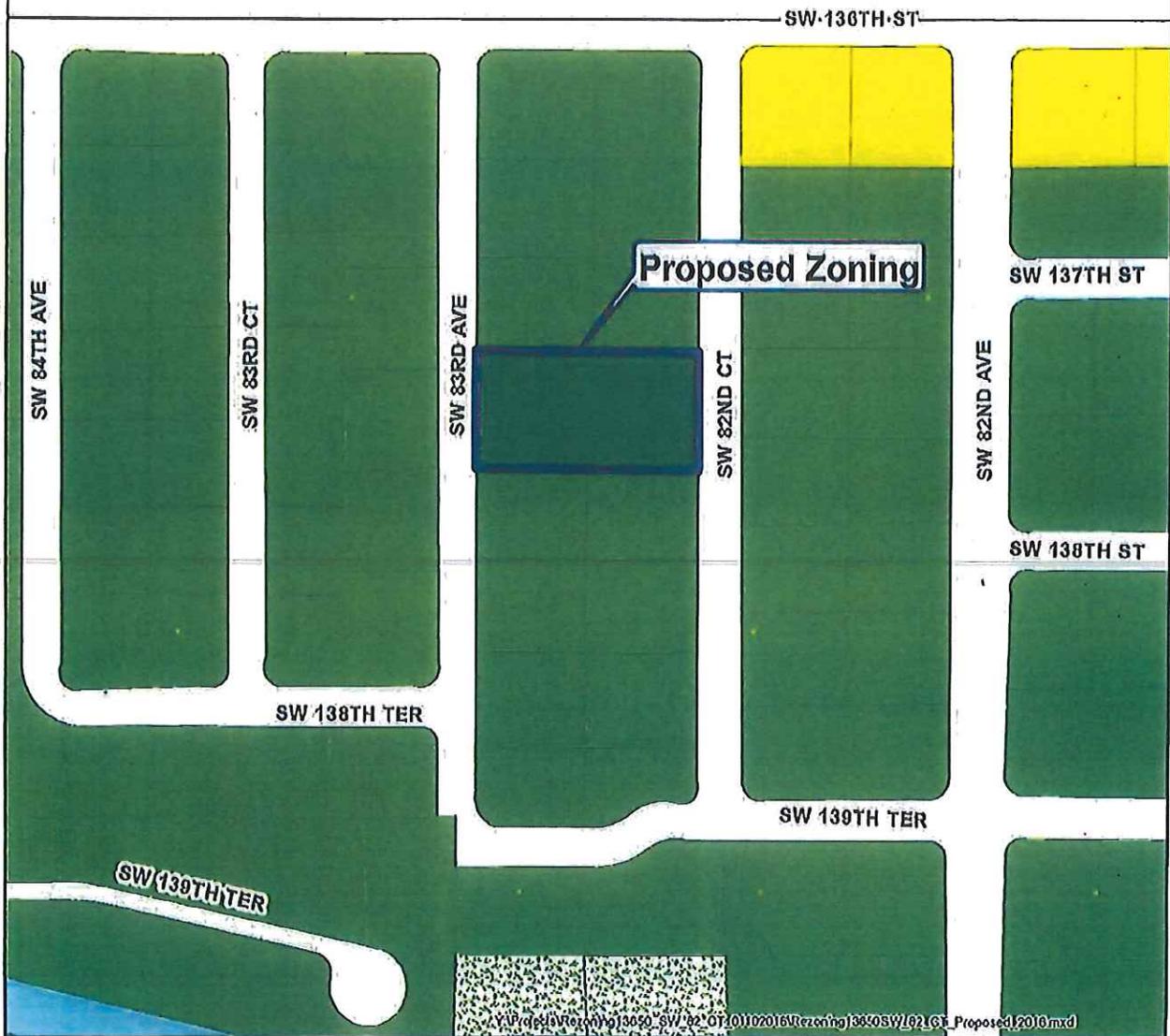
E-M



E-1



Water



Existing Zoning for 13650 SW 82 CT



0 100 200
Feet
Created: 1/10/2016



AG



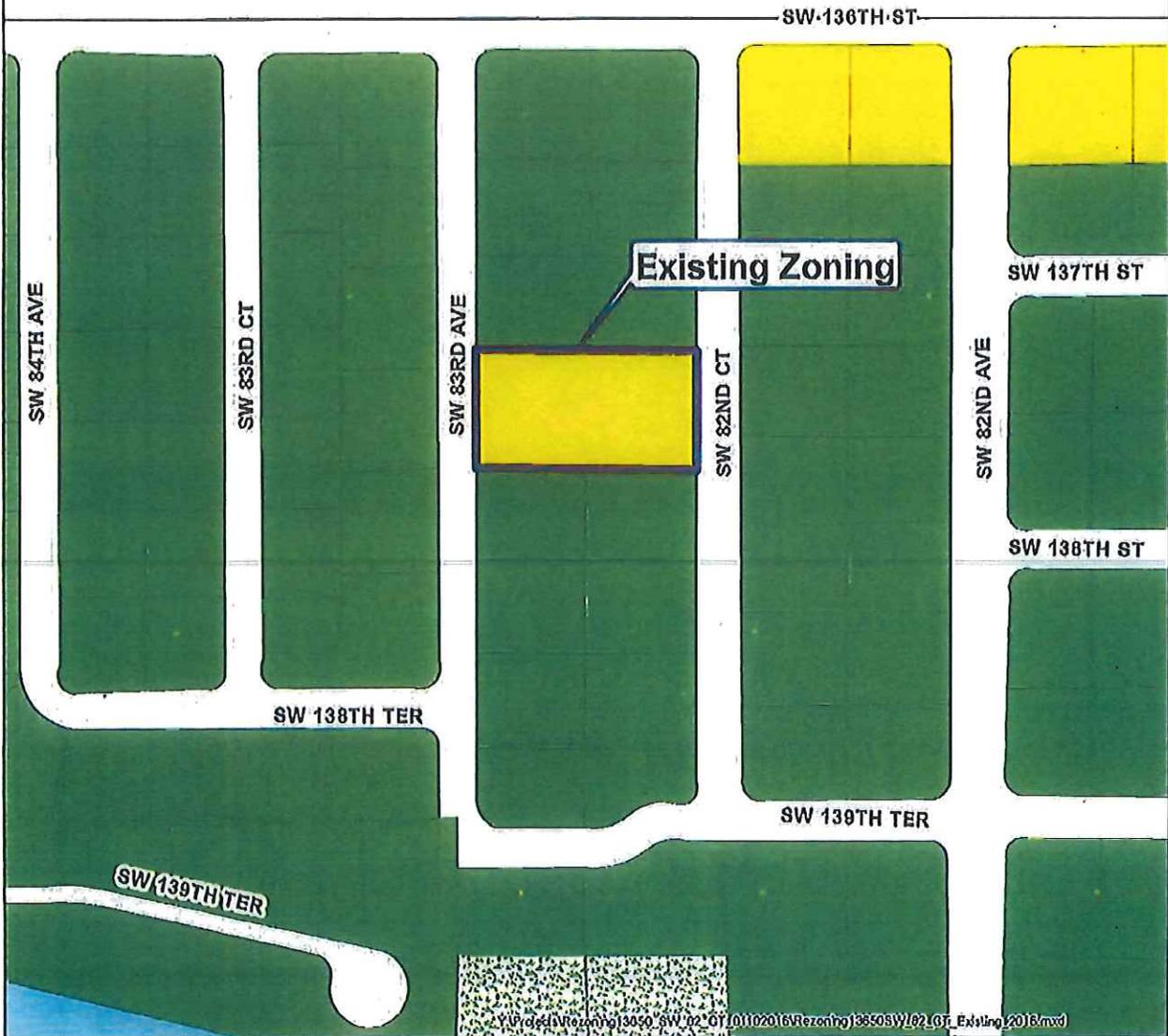
E-M



E-1



Water



Application

John Andrew Smith & Hollub Homes
9771 South Dixie Highway
Pinecrest, FL 33156



Village of Palmetto Bay
Department of Planning and Zoning
Re: Letter of Intent for Zoning Hearing

Dear Department of Planning and Zoning,

Our company, Hollub Homes, contract purchaser, on behalf of the property owner, John Andrew Smith, requests a distinct boundary change on property located within Palmetto Bay, Miami-Dade County,

Subject Property Information:

Folio Number: 33-5022-000-0191

Address: 13650 SW 82 CT,
Palmetto Bay, FL 33158

Acreage: .98 acres or 42,689 SQ FT

RECEIVED
Zoning Department
11/30/15
Village of Palmetto Bay
Building & Zoning Department
By: [Signature]

Our intention is to split the existing property, currently zoned E-1, into two E-M lots of similar size to conform with adjacent and nearby property zoning. The request, therefore, is to change the subject property's zoning from E-1 to E-M. Our project will involve the demolition of the existing single family home, built in 1947, in order to build two new single family homes. Based on surveys provided, no variance is needed or requested. The request complies with the future land use map designation of estate density residential development of up to 2.5 units per acre.

Our company, Hollub Homes, is a 61 year old, third generation family business based in Pinecrest, but with strong ties to the Palmetto Bay community. Our company has built many homes and communities in Palmetto Bay over the years, including Pine Bay South and Lychee Grove.

Should you have any questions, please contact our office:

Hollub Homes
9771 South Dixie Highway
Pinecrest, FL 33156
(305) 665-4275

Best,
Aaron Hollub
Vice President - Hollub Homes



SEC: _____ TWP: _____ RGR: _____

RECEIVED
Zoning Department

11/30/15

Village of Palmetto Bay
Building & Zoning Department

ZONING HEARING (ZH) APPLICATION
Village of Palmetto Bay, Department of Planning and Zoning

By: (Signature)

LIST ALL FOLIO #S: 33-5022-000-0191 Date Received _____

1. NAME OF APPLICANT (Owner(s) of record of the property or lessee. If applicant is a lessee, an executed 'Owner's Sworn-to-Consent' and copy of a valid lease for 1 year or more is required. If the applicant is a corporation, trust, partnership, or like entity, a 'Disclosure of Interest' is required).

John Andrew Smith

2. APPLICANT'S MAILING ADDRESS, TELEPHONE NUMBER:

Mailing Address: 5330 Nagami Drive
City: WINDERMERE State: FL Zip: _____ Phone#: _____

3. OWNER'S NAME, MAILING ADDRESS, TELEPHONE NUMBER:

Owner's Name (Provide name of ALL owners): John Andrew Smith
5330 Nagami Drive
City: WINDERMERE State: FL Zip: 34786 Phone#: _____

4. CONTACT PERSON'S INFORMATION:

Name: Company: Arion Hollis - Hollis Homes
City: Pincrest State: FL Zip: 33156 Cell Phone#: 305-987-9324
Phone#: 305-665-4275 Fax#: _____ E-mail: Arion@HOLLISHOMES.COM

5. LEGAL DESCRIPTION OF ALL PROPERTY COVERED BY THE APPLICATION

(Provide complete legal description, i.e., lot, block, subdivision name, plat book & page number, or metes and bounds. Include section, township, range. If the application contains multiple rezoning requests, a legal description for each requested zone must be provided. Attach separate sheets as needed and clearly label (identify) each legal description attached. In addition to paper version it is requested that lengthy metes and bounds descriptions be provided on diskette or compact disc in Microsoft Word or compatible software.)

The south 153 Feet of the North 548 Feet of the
W-1/2 of the E-1/2 of the NE-1/4 of the NW-1/4,
less the East 25 feet AND the West 25 feet thereof,
In Section 22, Township 55 South, Range 40 East,
Lying AND Being in Dade County, Florida.

6. ADDRESS OR LOCATION OF PROPERTY (For location, use description such as NE corner of, etc.)

13650 SW 82nd Court, Miami, FL 33158

7. SIZE OF PROPERTY (In acres): .98 (divide total sq. ft. by 43,560 to obtain acreage)

8. DATE property: acquired leased: June, 1973 9. Lease term: _____ years
(month & year)

10. IS CONTIGUOUS PROPERTY OWNED BY THE SUBJECT PROPERTY OWNER(S)? yes no If yes, provide complete legal description of said contiguous property.

11. Is there an option to purchase or lease the subject property or property contiguous thereto? no yes (If yes, identify potential purchaser or lessee and complete 'Disclosure of Interest' form)

12. PRESENT ZONING CLASSIFICATION: _____

13. APPLICATION REQUESTS (Check all that apply and describe nature of the request in space provided)

District Boundary(zone) Changes [Zone(s) requested]: Convert property to 2 equally sized e-m lots.
(Provide a separate legal description for each zone requested)

Unusual Use: _____

Use Variance: _____

Non-Use Variance: _____

Alternative Site Development: Option: _____

Special Exception: _____

Modification of previous resolution/plan: _____

Modification of Declaration or Covenant: _____

14. Has a public hearing been held on this property within the eighteen (18) months? no yes. If yes, provide applicant's name, date, purpose and result of hearing, and resolution number:

15. Is this application a result of a violation notice? no yes. If yes, give name to whom the violation notice was served; and describe the violation:

16. Describe structures on the property: Single family home, detached porch and pool

17. Is there any existing use on the property? no yes. If yes, what use and when established? _____
Use: _____ Year: _____

Planning Staff Use Only

Base Fee	Reviewed and Accepted by	Date
Receipt No.	Deemed Complete By	Date



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2.



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13.



14.



15.



APPLICANT'S AFFIDAVIT

The Undersigned, first being duly sworn, depose that all answers to the questions in this application, and all supplementary documents made a part of the application are honest and true to the best of (my)(our) knowledge and belief. (I)(We) understand this application must be complete and accurate before the application can be submitted and the hearing advertised.

OWNER OR TENANT AFFIDAVIT

(I)(WE), Jennifer Smith, being first duly sworn, depose and say that (I am) (we are) owner tenant of the property described and which is the subject matter of the proposed hearing.

Jennifer Smith (POA)
Signature

Chontay Clark
Signature



CHONTAY A. CLARK
MY COMMISSION # FF897763
EXPIRES July 09, 2019
FloridaNotary.com

Sworn to and subscribed to before me this 16th day of October, 2015.

Notary Public: 07-09-2019
Commission Expires:

CORPORATION AFFIDAVIT N/A

(I) (WE), _____, being first duly sworn, depose and say that (I am) (we are) the President Vice-President Secretary Asst. Secretary of the aforesaid corporation, and as such, have been authorized by the corporation to file this application for public hearing; and that said corporation is the owner tenant of the property described herein and which is the subject matter of the proposed hearing.

Attest: _____

Authorized Signature

Office Held

(Corp. Seal)

Sworn to and subscribed to before me This _____ day of _____

Notary Public: _____
Commission Expires: _____

PARTNERSHIP AFFIDAVIT N/A

(I)(WE), _____, being first duly sworn, depose and say that (I am) (we are) partners of the hereinafter named partnership, and as such, have been authorized to file this application for a public hearing; and that said partnership is the owner tenant of the property described herein which is the subject matter of the proposed hearing.

By _____ %

By _____ %

By _____ %

By _____ %

Sworn to and subscribed to before me This _____ day of _____

Notary Public: _____
Commission Expires: _____

ATTORNEY AFFIDAVIT N/A

I, _____, being first duly sworn, depose and say that I am a State of Florida Attorney at Law, and I am Attorney for the Owner of the property described and which is the subject matter of the proposed hearing.

Signature

Sworn to and subscribed to before me This _____ day of _____

Notary Public: _____
Commission Expires: _____

RESPONSIBILITIES OF THE APPLICANT AFFIDAVIT

I AM AWARE THAT:

1. The Public Works Department, the Department of Environmental Resources Management (DERM), and other County agencies review and critique zoning hearing applications which may affect the scheduling and outcome of my hearing. These reviews may require additional hearings before DERM's Environmental Quality Control Board (EQCB), or other County boards, and/or the proffering of agreements to be recorded. I am also aware that I must comply promptly with any DERM or Public Works conditions and advise this office in writing if my application will be withdrawn.
2. Filing fees may not be the total cost of a hearing. Some requests require notices to be mailed to property owners up to a mile from the subject property and I am responsible for paying the additional radius mailing costs. In addition to mailing costs, I am responsible for additional fees related to application changes, plan revisions, deferrals, re-advertising, etc., that may be incurred. I understand that fees must be paid promptly. Applications withdrawn within 60 days of the filing are eligible for a refund of 50% of the hearing fee but after that time hearings withdrawn or returned will be ineligible for a refund. Refunds must be requested in writing.
3. The Florida Building code requirements may affect my ability to obtain a building permit even if my zoning application is approved; and a building permit will probably be required. I am responsible for obtaining any required permits and inspections for all structures and additions proposed, or built without permits. And that a Certificate of Use (C.U.) must be obtained for the use of the property after it has been approved at Zoning Hearing. Failure to obtain the required permits and/or C.U., Certificates of Completion (C.C.) or Certificate of Occupancy (C.O.) will result in enforcement action against any occupant and owner. Submittal of the Zoning Hearing application may not forestall enforcement action against the property.
4. The 3rd District Court of Appeal has ruled that zoning applications inconsistent with the Comprehensive Plan (CP) cannot be approved by a zoning board based upon considerations of fundamental fairness. Therefore, I acknowledge that if the hearing request is inconsistent with the CP and I decide to go forward then my hearing request can only be denied or deferred, but not approved.
5. Any covenant to be proffered must be submitted to the Village Attorney, on County form, at least 1 month prior to the hearing date. The covenant will be reviewed and the applicant will be notified if changes or corrections are necessary. Once the covenant is acceptable, the applicant is responsible to submit the executed covenant with a current 'Opinion of Title' within 1 week of the hearing. Village Attorney can advise as to additional requirements applicable to foreign corporations. Documents submitted to the Village Attorney must carry a cover letter indicating subject matter, application number and hearing date. Village Attorney may be reached at (305) 854-5353.

Jennifer Smith, POA
(Applicant's Signature)

Jennifer Smith
(Print Name)

Sworn to and subscribed before me this 15 day of October, 2015. Affiant is personally known to me or has produced personally known as identification.

(Notary Public)
My commission expires 07-09-2019



OWNERSHIP AFFIDAVIT
FOR
INDIVIDUAL

STATE OF FLORIDA
COUNTY OF DADE

Public Hearing No. _____

Before me, the undersigned authority, personally appeared Jennifer Smith
hereinafter the Affiant, who being first duly sworn by me, on oath, deposes
and says:

1. Affiant is the fee owner of the property that is the subject of the proposed hearing.
2. The subject property is legally described as:

THE SOUTH 163 FEET OF THE NORTH 640 FEET OF THE W-1/2 OF THE E-1/2 OF THE NE-1/4 OF THE NW-1/4,
LESS THE EAST 25 FEET AND THE WEST 26 FEET THEREOF, IN SECTION 22, TOWNSHIP 55 SOUTH, RANGE 40
EAST, LYING AND BEING IN DADE COUNTY, FLORIDA.

3. Affiant understands this affidavit is subject to the penalties of law for perjury and the possibility of voiding of any zoning granted at public hearing.

Witnesses:

[Signature]
Signature

Sharon Shelton
Print Name

[Signature]
Signature

Anita Wierfink
Print Name

Jennifer Smith (POA)
Affiant's signature

Jennifer Smith
Print Name

Sworn to and subscribed before me on the 15th day of October, 2015.

Affiant is personally known to me or has produced Personally from identification.

Notary

(Stamp/Seal)
Commission Expires:



DURABLE POWER OF ATTORNEY

NOTE: A THIRD PARTY WHO IMPROPERLY REFUSES TO ACCEPT THIS POWER OF ATTORNEY WILL BE LIABLE FOR DAMAGES, INCLUDING REASONABLE ATTORNEY'S FEES AND COSTS, INCURRED IN ANY ACTION OR PROCEEDING THAT CONFIRMS THE VALIDITY OF THIS POWER OF ATTORNEY PURSUANT TO F.S. 709.2120 .

I, JOHN A. SMITH, a/k/a JOHN ANDREW SMITH, as of this June 13, 2013, hereby appoint JENNIFER MARIE SMITH, my daughter, as my true and lawful attorney-in-fact ("my Agent"), to act for me and in my name and on my behalf to exercise the powers listed in this instrument. Except as otherwise provided in the Florida Power of Attorney Act (Fla. Stat. Ch. 709), my Agent may exercise these powers independently and without the approval of any court. My Agent, however, shall exercise all powers in a fiduciary capacity in good faith, as a prudent person would using reasonable care, skill, and caution.

Successors. If at any time my Agent named above fails or ceases to serve as my attorney-in-fact, I appoint STEPHEN MICHAEL SMITH, my son, as my attorney-in-fact.

All successor Agents will have the rights, powers, privileges and discretions specified in this instrument while they are serving as my attorney-in-fact.

Third Parties. Any third party to whom this power of attorney is presented may rely upon an affidavit by my Agent stating, to the best of my Agent's knowledge and belief, that this power has not been revoked, that I am then living, and that no proceedings have been initiated to determine my incapacity. No third party relying on this power and that affidavit will be liable for any losses, damages, or claims caused by compliance with the action requested by my Agent, unless that third party has actual knowledge of my death or the revocation of this power.

Durable Power. This durable power of attorney will not be affected by my subsequent incapacity except as provided in Chapter 709 of the Florida Statutes. It is my specific intent that the power conferred on my Agent will be exercisable from the date of this instrument, notwithstanding my subsequent disability or incapacity, except as otherwise specifically provided by statute.

My Agent will have the following powers and duties:

GENERAL AUTHORITY

1. To manage all assets and properties belonging to me or in which I have any interest, and

DURABLE POWER OF ATTORNEY

to expend whatever funds my Agent deems proper for the preservation, maintenance, or improvement of those assets or properties.

2. To exercise all powers even though my Agent may also be acting individually or on behalf of any other person or entity interested in the same matters (as more fully set forth in the Additional Provisions section).
3. To seek on my behalf the assistance of a court or other governmental agency to carry out an act authorized in this power of attorney and to enforce the exercise of these powers granted to my Agent.
4. To execute, acknowledge, seal, deliver, file, or record any instrument or communication the Agent considers desirable to accomplish a purpose of a transaction, including creating at any time a schedule listing some or all of my property and attaching it to the power of attorney;
5. To exercise any authority reasonably necessary to give effect to an express grant of specific authority in this power of attorney.
6. To the extent not limited under the law of the jurisdiction in which this power of attorney is presented, to take all other actions as may be necessary or appropriate for my personal well-being and the management of my affairs, as fully and as effectively as if made or done by me personally.

REAL PROPERTY

To manage and conserve any real property, or any interest or incidents in real property, on my behalf as stated below. Such property and incidents in property include any interest in homestead property, mineral rights, and cooperative apartments. I give my Agent the following powers:

7. To receive, buy, sell, exchange, lease, encumber, and convey such property; to impose restrictions and covenants; to grant options, releases, and easements, including for public use; to adjust boundaries; and to partition or consent to partitioning, subdivide, apply for zoning or other governmental permits, plat or consent to platting, and engage in development activities for such property; further to do everything necessary to transfer, assign, convey, and deliver any interest I may have in property owned by me (real or personal, tangible or intangible), including, but not limited to, my homestead property as such property is defined by Florida law as amended, to any person or entity, including, but not limited to a trust, such as a revocable or irrevocable trust, or entity, such as a limited liability company, corporation, professional association, partnership, limited partnership, or limited liability limited partnership.
8. To pay or contest any taxes due on such property, and to receive refunds.
9. To engage in any form of litigation regarding the possession, ownership or liability involving such property, including foreclosure on a mortgage, or enforcement of a

DURABLE POWER OF ATTORNEY

contract for sale (including specific performance).

10. To create or receive a security interest in such property, and to satisfy a mortgage.
11. To lease or sublease such property; any such lease will be valid and binding for its full term even if it extends beyond the duration of this power of attorney.
12. To insure the property against liability or casualty or other loss, and to maintain, repair or alter such property, including removing or erecting structures on the property.
13. If not prohibited in this instrument, to change the form of title of such property, including contribution into a business entity in exchange for an interest in that entity.
14. To join with other persons with whom I own property as joint tenants with right of survivorship or as tenants by the entireties in any transaction regarding that property.
15. With respect to income-producing real property, my Agent will have the powers:
 - a. To retain and operate the property for as long as advisable;
 - b. To control, direct, and manage the property, determining the manner and extent of my Agent's active participation in these operations, and to hire one or more supervisors for the property;
 - c. To hire and discharge employees, fix their compensation, and define their duties;
 - d. To invest funds in other land holdings and to use those funds for all improvements, operations, or similar purposes;
 - e. To retain any of the net earnings for working capital and other purposes as advisable in conformity with sound and efficient management; and
 - f. To purchase and sell machinery, equipment, and supplies of all kinds as needed for the operation and maintenance of the property.

TANGIBLE PERSONAL PROPERTY

To manage and conserve any tangible personal property, or any interest in tangible personal property, including exempt property, on my behalf, as follows:

16. To receive, buy, sell, exchange, or otherwise dispose of such property, even if without consideration.
17. To pay or contest any taxes due on such property, and to receive refunds.
18. To engage in any form of litigation regarding the possession, ownership or liability involving such property.
19. To create or receive a security interest in or grant options regarding such property.

DURABLE POWER OF ATTORNEY

20. To lease or sublease such property; any such lease will be valid and binding for its full term even if it extends beyond the duration of this power of attorney.
21. To insure, store, move, maintain, repair or alter such property.
22. If not prohibited in this instrument, to change the form of title of such property, including contribution into a business entity in exchange for an interest in that entity.
23. To surrender possession of such property to me or to members of my family without liability for wear, tear, and obsolescence of the property.

INVESTMENTS

24. To invest in assets, securities, or interests in securities of any nature, whether domestic or foreign markets, including (without limit) stocks, bonds, mutual funds, index funds, or investment funds, including common trust funds, provided such securities are traded on a regulated exchange.
25. To establish or maintain and to trade in credit or margin accounts (whether secured or unsecured), and to pledge assets for that purpose.
26. To hold funds uninvested for such periods as the Agent deems prudent, and to invest in any assets the Agent deems advisable even though they are not technically recognized or specifically listed in so-called "legal lists," without responsibility for depreciation or loss on account of those investments, or because those investments are non-productive, as long as the Agent acts in good faith.
27. To trade in commodities, options, futures, precious metals, and currencies, provided such items are traded on a regulated exchange.
28. To employ a custodian or agent ("the Custodian") located anywhere within the United States, at my expense, whether or not such Custodian is an affiliate of an Agent; to register securities in the name of the Custodian or a nominee thereof without designation of fiduciary capacity; and to appoint the Custodian to perform such other ministerial functions as the Agent may direct, all as permitted in Fla. Stat. Chapter 709. While such securities are in the custody of the Custodian, the Agent will be under no obligation to inspect or verify such securities, nor will the Agent be responsible for any loss by the Custodian.
29. To employ any investment management service, financial institution, or similar organization to advise the Agent; to handle investment of my assets; and to render all accountings of funds held on my behalf under custodial, agency, or other agreements. If the Agent is an individual, these costs may be paid from my assets in addition to compensation payable to the Agent.
30. To receive and hold certificates and other evidences of ownership with respect to stocks and bonds, or to hold such securities in street certificates or in a book entry system.

DURABLE POWER OF ATTORNEY

31. To exercise voting rights with respect to stocks and bonds in person or by proxy, enter into voting trusts, and consent to limitations on the right to vote.
32. To the extent not limited in the Special Transactions section, to apply for, fund, modify, withdraw from, or terminate a qualified tuition plan authorized under 26 USC §529, or its successor provisions, for any of my descendants, including the right to combine accounts, to transfer an account from one state to another, to redirect the investment of the account (to the extent permitted by law), or to change the designated beneficiary of the plan.
33. To conduct investment transactions as provided in Fla. Stat. §709.2208(2).

FINANCIAL MATTERS

34. To collect, receive, and receipt for any and all sums of money or payments due or to become due to me.
35. To continue, establish, modify, or terminate an account, credit or debit card, electronic transfer authorization, or other banking arrangement with a bank, trust company, savings and loan association, credit union, thrift company, brokerage firm, insurance company, or other financial institution selected by the Agent.
36. To make, assign, draw, endorse, discount, guarantee, and negotiate promissory notes, checks, drafts, and other negotiable or nonnegotiable paper.
37. To deposit to or withdraw from, by check, order, electronic funds transfer, wire transfer, or otherwise, money or property of mine held by a financial institution.
38. To receive statements of account, notices, and similar documents from a financial institution and act with respect to them; to contract with a financial institution for services, including renting a safe deposit box or space in a vault.
39. To enter any safe deposit box or vault on which I am a signer and withdraw or add to the contents.
40. To adjust, renew or extend the time of payment of commercial paper, a debt owed to me, a debt I owe, or a debt guaranteed by me, or any other financial transaction.
41. To borrow money on my behalf and pledge as security my personal property; to apply for, receive, and use letters of credit from a financial institution, and give an indemnity or other agreement in connection with them.
42. To conduct banking transactions as provided in Fla. Stat. §709.2208(1).

BUSINESSES AND CONTRACTS

43. To act for me in any business or enterprise, including sole proprietorships, general or limited partnerships, joint ventures, business trusts, land trusts, limited liability companies, and other domestic and foreign forms of organizations (each referred to as an

DURABLE POWER OF ATTORNEY

"Entity"), in which I am now or have been engaged or interested.

44. To change the form of organization or governing jurisdiction under which an Entity is operated, or its name, or any of the above, and to continue any unincorporated business that the Agent determines is not advisable to incorporate.
45. To buy, sell, enlarge or reduce my ownership interest in any Entity, and to contribute additional capital into an Entity in which I have an interest.
46. To enter into an ownership agreement with other persons to take over all or part of the operation of an Entity.
47. To establish the value of an Entity under a buy-sell agreement to which I am a party, and to enforce the terms of any agreement relating to ownership (or sale) of an interest in an Entity.
48. To participate in any type of liquidation or reorganization of any enterprise.
49. To vote and exercise all rights and options, or empower another to vote and exercise those rights and options as permitted by law, concerning any interests in an Entity, in securities, or in other assets; to enter into or approve agreements for merger, reorganization, conversion, domestication or equivalent transactions with respect to any Entity; and to enter into voting trusts and other agreements or subscriptions.
50. To exercise in person or by proxy, or enforce by litigation or otherwise, a right, power, privilege, or option I have as the holder of stocks and bonds;
51. To compromise, arbitrate, or otherwise adjust claims in favor of or against any Entity in which I have an interest.
52. Except as otherwise provided under Fla. Stat. Chapter 709 relating to contracts for personal services, to contract with any person or Entity for any purpose, and to perform that contract; to agree to any termination, release, rescission or modification of any contract or agreement.

INSURANCE, ANNUITIES, AND RETIREMENT FUNDS

For purposes of this section, a "Contract" means a contract of insurance on my life, a contract of insurance regarding my disability or long term care, or an annuity (however denominated). A "Plan" means a retirement plan or account created by an employer, by me, or by another person to provide retirement benefits or deferred compensation for me as a participant, beneficiary, or owner, including a plan or account under the following sections of the Internal Revenue Code (as amended from time to time): an individual retirement account under §§408, 408A, or 408(q); an annuity or mutual fund custodial account under §403(b); a pension, profit-sharing, stock bonus, or other retirement plan qualified under §401(k); a plan under §457(b), and a nonqualified deferred compensation plan under §409A. To the extent not limited in the Special Transactions section, I give my Agent the following powers:

DURABLE POWER OF ATTORNEY

53. To continue, pay the premium or make a contribution on, modify, exchange, rescind, release, or terminate a Contract, whether or not I am a beneficiary under the contract, and whether owned by me or obtained by my Agent;

54. To procure new Contracts for me and any member of my family;

55. To exercise the following rights for Contracts:

- a. To obtain a loan secured by a Contract or to borrow against its value;
- b. To surrender a Contract and receive its cash surrender value;
- c. To exercise any election available under that Contract;
- d. To exercise investment powers, if applicable;
- e. To change the manner of paying premiums and to select the form and timing of the payment of proceeds;
- f. To change or convert the Contract to another type;
- g. To sell, assign, or otherwise transfer the Contract.

56. To obtain property, casualty, liability or any other insurance for me and my property.

57. With respect to a Plan, I give my Agent the following powers:

- a. To select the form and timing of payments and withdraw benefits from the Plan; To make rollovers, including a direct trustee-to-trustee rollover, of benefits from one Plan to another;
- b. To establish a Plan in my name;
- c. To make contributions to a Plan;
- d. To exercise investment powers, if applicable;
- e. To borrow from, sell assets to, or purchase assets from a Plan.

ESTATES, TRUSTS, AND OTHER BENEFICIAL INTERESTS

To the extent not limited in the Special Transactions section, to act for me regarding any trust, probate estate, guardianship, conservatorship, escrow, custodianship or fund in which I may have a right or beneficial interest, including:

58. To make an election on my behalf for me to receive an elective share, if any, as provided by Florida law as amended from time to time.

59. To exercise for my benefit a presently exercisable general power of appointment.

60. To transfer property to the trustee of a trust created by me or for my benefit.

61. To accept, receipt for, sell, assign, pledge, or exchange my interest; to reject or disclaim, or consent to a modification of, my interest.

DURABLE POWER OF ATTORNEY

62. To initiate and pursue litigation, including settlement, compromise, or alternative dispute resolution, regarding my interest, including a determination of the meaning, validity, or effect of a deed, Will, declaration of trust, or other instrument or transaction affecting my interest, or to remove, substitute, or surcharge a fiduciary.

CLAIMS AND LITIGATION

63. To sue in my name and behalf for the recovery of any and all sums of money or other things of value, payments due or to become due to me, or damages I have sustained or will sustain; to seek an attachment, garnishment, order of arrest, or other preliminary, provisional, or intermediate relief and use an available procedure to effect or satisfy a judgment, order, or decree; and to collect, hold and disburse any property received in satisfaction of judgments.
64. To initiate or participate in adjustments of claims, either by me or against me, including submission to alternative dispute resolution, and to settle or compromise such claims.
65. To participate and bind me in any litigation, including: to waive or accept service of process on my behalf; to appear for me; to agree to stipulations or admission of facts on my behalf (other than a representation as to my personal knowledge); to verify pleadings, seek appellate review, procure and give surety and indemnity bonds, authorize and pay for records and briefs; to receive, execute, and file a consent, waiver, release, confession of judgment, satisfaction of judgment, notice, agreement, or other instrument; and to make or accept a tender or offer of judgment.
66. To pay any and all bills, accounts, claims, and demands now or hereafter payable by me, including a judgment, award, order or settlement made in connection with a claim or litigation.
67. To assert and maintain before a court or administrative agency a claim for relief or cause of action, or to seek an injunction, specific performance, or other relief.
68. To act for me with respect to any bankruptcy or insolvency concerning me or some other person, or with respect to a reorganization or receivership which affects my interest in any property.

PERSONAL AND FAMILY MATTERS

69. To demand, obtain, review, and release to others medical records, documents, or communications protected by the patient-physician privilege, attorney-client privilege, or any similar privilege, including all records subject to, and protected by, the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"). I designate my Agent as my personal representative under HIPAA. My Agent may also enforce any or all of the privileges listed above.
70. To nominate on my behalf a person (including my Agent) or entity to be appointed by a court of appropriate jurisdiction as guardian of my person or property, or both, or as custodian for my property during the pendency of any proceedings to determine my legal

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capacity,

71. To receive and open my mail, change my mailing address, and otherwise represent me in any matter concerning the U.S. Postal Service.
72. To access communications intended for me, and communicate on my behalf, whether by mail, electronic transmission, telephone, or other means.
73. To access my accounts involving web-based communications, such as email, memberships in organizations or commercial enterprises, and social media, all of which require a user name and password for access, even to the extent of compelling the provider to reset my information to data of my Agent's choosing.
74. To the extent not limited in the Special Transactions section, to continue or discontinue my membership in any club, religious institution, society, order, or other organization (whether individual or family) and to continue or discontinue payment of dues, fees, or contributions to those organizations.
75. Accept or resign on my behalf from any offices or positions which I may hold, including any fiduciary positions.
76. To hire and compensate attorneys, accountants, advisors, financial consultants, managers, agents, and assistants (including any individual or entity who provides investment advisory or management services, or who furnishes professional assistance in making investments) without liability for any act of those persons, if they are selected and retained with reasonable care. An Agent may serve in one or more of these capacities and be compensated separately for the services in each.
77. To discharge (with or without cause) any person hired by me (or on my behalf), by the Agent, or by any prior Agent, including but not limited to, the categories of persons named above, and physicians, nurses, care-givers, and domestics.
78. To make periodic payments of child support and other family maintenance required by a court or governmental agency or an agreement to which I am a party.

GOVERNMENT BENEFITS AND ACTIONS

This section deals with benefits or actions from or relating to any branch or department of the United States government, any state government, or any foreign government, whether or not recognized by the United States, including without limitation, the Social Security Administration, the Department of Veterans Affairs, the Internal Revenue Service, Medicare or Medicaid, and any government department providing payments or grants. I give my Agent the following powers:

79. To file or process claims, and receive payment for any amounts due me under Social Security, or as payments for retirement under the Civil Service Administration, the Railroad Retirement Act, any plan sponsored by a state (or a subdivision of a state) of the United States, or any branch of the military.

DURABLE POWER OF ATTORNEY

80. To enroll in, apply for, select, reject, change, amend, or discontinue, on my behalf, a benefit or program, and to receive and endorse for deposit in any account any payments that I receive from a governmental source.
81. To file or process claims, and receive payment for medical bills with all insurance companies through which I have coverage, including but not limited to Medicare and Medicaid, and to receive from Blue Cross/Blue Shield, Humana, United Health Care, CHAMPUS, or any other insurer information obtained in the adjudication of any claim in regard to services furnished to me under Title 18 of the Social Security Act.
82. To prepare, execute, and file a record, report, or other document to safeguard or promote my interest under a federal or state statute or regulation; to communicate with any representative or employee of a government or governmental subdivision, agency, or instrumentality, on my behalf.
83. To create, fund, and maintain an Income Trust pursuant to 42 USC §1396(d)(4)(B) in order to qualify me or retain my eligibility for Medicaid or any other public assistance benefits.

TAXES

84. To represent me before any office of the Internal Revenue Service or any state agency, to receive confidential information regarding all tax matters for all periods, whether before or after the execution of this instrument, and to make any tax elections on my behalf.
85. To prepare, sign and file any tax return on my behalf including income, gift, payroll, property, Federal Insurance Contributions Act, claims for refund and other tax returns or other tax-related documents, including receipts, offers, waivers, consents, and agreements.
86. To pay taxes due, collect refunds, post bonds, receive confidential information, and contest assessments, deficiencies, fines, or penalties determined by the Internal Revenue Service or any other taxing authority.
87. To execute on my behalf any power of attorney required by the Internal Revenue Service or other taxing authority with respect to a tax year upon which the statute of limitations has not run and the following 25 tax years.

SPECIAL TRANSACTIONS

Certain transactions under this power of attorney may profoundly affect my existing estate plan and therefore require a separate authorization for my Agent to engage in them. By initialing next to any items within the respective numbered paragraphs in this Special Transactions section, I grant my Agent the authority stated in that paragraph with respect to the item initialed. If I have not initialed an item, my Agent is not authorized to take that action.

88. Gifts. I authorize my Agent to make gifts of my property outright, or for the benefit of, the persons specified below, including by the exercise of any presently exercisable

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general power of appointment which I hold or acquire. For these purposes, a gift "for the benefit of" a person includes a gift to a trust in which that person is a beneficiary, to a custodial account under a state version of the Uniform Transfers (or Gifts) to Minors Act, and to a tuition savings account or prepaid tuition plan as defined under Internal Revenue Code §529. Unless I have provided otherwise in this instrument, gifts made to different donees need not be equal in amount, character or timing. Gifts may be made only to:

- Yad my children and other descendants
- _____ other members of my family, other than those listed above
- Yad my Agent, despite any limitation under Fla. Stat. §709.2202(2)
- _____ any organization qualifying for a gift tax charitable deduction which I have supported or which my Agent, in said Agent's discretion, believes I would support
- _____ all of the above in this paragraph.

The gifts to the persons I have specified above, if any, may be made in the following amounts:

- _____ in an amount not to exceed \$-0- per donee, subject to my Agent's sole and absolute discretion.
- _____ in an amount per donee not to exceed the annual dollar limits of the federal gift tax exclusion under Internal Revenue Code §2503(b) (annual exclusion)
- _____ any amounts qualifying for federal gift tax exclusion under Internal Revenue Code §2503(e) (medical and educational exclusions)
- _____ in an aggregate amount not to exceed my Applicable Exclusion Amount as provided in Internal Revenue Code §2010(c)
- Yad for estate planning purposes, in unlimited amounts
- _____ my Agent may NOT make any gifts of my property or exercise any powers of appointment I may hold. (I understand this limitation may have unintended or undesirable effects, but I choose it anyway.)

89. Trusts. I authorize my Agent to deal with trusts created by me, for me, on my behalf, or in connection with gifts from me to others as provided in the paragraph above authorizing gifts, as follows:

- _____ To create an inter vivos trust, whether revocable or irrevocable, in which I am a beneficiary
- _____ To the extent permitted in the trust agreement, to amend, revoke, or terminate a

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trust of which I am a beneficiary, or transfer the assets of such a trust into another trust under which I am a beneficiary

_____ To create, amend, or revoke trusts for the benefit of others

_____ To participate in either judicial or nonjudicial modification of a trust as permitted in Fla. Stat. Chapter 736

YH _____ all of the above in this paragraph.

90. Survivorship and Other Designations. My Agent may create or alter the nature of accounts in which I have an interest, as follows:

YH _____ To create or change rights of survivorship in accounts or other assets in which I have an interest.

YH _____ To change a beneficiary designation for any accounts or financial instruments, including life insurance policies, annuities, or retirement accounts of any nature

YH _____ To waive my right to be a beneficiary of a joint and survivor annuity, including a survivor benefit under a retirement plan of any nature

91. Disclaimers. My Agent may disclaim interests in property on my behalf as follows:

_____ Disclaim any interest in property I might otherwise receive, either outright or in trust

_____ Disclaim any powers I have over property or as a beneficiary of any trusts (excluding any powers I possess in a fiduciary capacity)

_____ Disclaim any powers of appointment I have or may acquire, excluding any testamentary power of appointment that I currently exercise in my Last Will and Testament

ADDITIONAL PROVISIONS

Protection for Agent. I understand, acknowledge and anticipate that many of my Agent's actions taken pursuant to specific grants of authority in this instrument could involve said Agent in conflicts of interest (created either by me or by my Agent), or call into question my Agent's apparent loyalty to me, or both. This might result from the totality of the circumstances facing the Agent at that time, or by virtue of the Agent's specific actions that might create the conflict of interest. I want my Agent to be free to act in my interest without concern over questionable lawsuits. Therefore, so long as my Agent acts in good faith, said Agent will be protected as follows:

a. My Agent does not have an affirmative duty to act under this power of attorney and will

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not be liable for any claim or demand arising out of said Agent's good faith acts or omissions, except for actions or omissions resulting from my Agent's dishonesty, improper motive, or reckless indifference to the purposes of this power of attorney.

- b. My Agent may have competing interests for said Agent or the Agent's affiliates, and I waive any express duty of loyalty imposed under Fla. Stat. §709.2114(2).
- c. My Agent may have a conflict of interest as provided in Fla. Stat. §709.2116. Despite that section, my Agent may undertake a transaction on my behalf even if another party to that transaction is: (i) a business or trust controlled by my Agent, or of which an Agent, or any director, officer, or employee of a Corporate Agent, is also a director, officer, or employee; (ii) an affiliate or business associate of my Agent; or (iii) an Agent acting individually. This exception also extends to any relative of such a party.
- d. I fully indemnify my Agent out of my assets and my estate for any actions brought against said Agent, and damages said Agent sustains, including attorneys' fees and costs, that have as a basis my Agent's actions or inactions resulting in both a claim for breach of fiduciary duty and actual damages to me or my estate, but this protection does not extend to actions or omissions resulting from my Agent's dishonesty, improper motive, or reckless indifference to the purposes of this power of attorney.
- e. My Agent will not be liable for any actions by a predecessor agent if the Agent does not participate in or conceal the action. An Agent is not required to review the actions of a predecessor agent, absent actual knowledge by the Agent of wrongdoing.

Compensation and Expenses. My Agent will be entitled to reasonable compensation and reimbursement for all expenses reasonably incurred by said Agent on my behalf.

Foreign Accounts. Despite any power granted to the Agent in this instrument or under law, my Agent may not exercise any power over, or transact any business with respect to, an account in a foreign country, as defined in 31 CFR 1010.350(o) and 1010.350(d), unless the Agent expressly and specifically accepts such authority in writing.

Delegation of Powers. My Agent may not delegate the powers given as my attorney-in-fact, except as follows:

- a. To grant a transfer agent or similar person the authority to register securities in my name or the name of a nominee.
- b. For investment management purposes as provided in Fla. Stat. §518.112.

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- c. To any other person, as may be permitted under the law of another jurisdiction in which this instrument is presented.

Suspension of Rights and Duties. All powers granted to an Agent will be suspended immediately if he or she becomes disabled. For these purposes, an Agent's disability is determined as follows:

- a. If an Agent is determined to be incapacitated by a court having jurisdiction.
- b. In the absence of a judicial determination, and if the majority of my children reasonably believe that an Agent is suffering from any mental or physical incapacity that would affect his or her ability to manage my affairs, and if they obtain written confirmation of that opinion from that Agent's physician, those persons shall give that Agent written notice to that effect. Upon delivery to the Agent of that written notice, all powers of that Agent as my attorney-in-fact will be suspended until his or her legal capacity is determined by a court, until his or her physician determines the Agent is no longer disabled, or until the persons entitled to give such written notice rescind it.
- c. If an Agent fails to sign a release of relevant medical information necessary to determine his or her capacity, that Agent will be suspended for 30 days after the request for such a release is delivered to him or her by the persons described above. If the Agent consents to the release of relevant medical information, and is determined not to be disabled, he or she may elect to resume service as Agent by giving written notice to me and to the persons named above.

Use of Copies. As provided in Fla. Stat. §709.2106, a photocopy or electronic copy of this power is sufficient for its exercise.

Partial Invalidity. If any part of this power of attorney is declared invalid or unenforceable, that decision will not affect the validity of the remaining parts.

Limitation on actions of Agent. No Agent may participate in an action to the extent that a payment or distribution pursuant to that action would discharge a legal support obligation of that Agent. No Agent who is the insured of any insurance policy that I own may exercise any rights or have any incidents of ownership with respect to the policy, including the power to change the beneficiary, to surrender or cancel the policy, to assign the policy, to revoke any assignment, to pledge the policy for a loan, or to obtain from the insurer a loan against the surrender value of the policy. All such power is to be exercised solely by another Agent, if any.

AFFIDAVIT BY ATTORNEY-IN-FACT

Before me, the undersigned authority, personally appeared JENNIFER MARIE SMITH, ("Affiant"), who swore or affirmed that:

- 1. Affiant is the attorney-in-fact named in the Durable Power of Attorney executed by JOHN A. SMITH (the "Principal") on June 13, 2013.
- 2. This Durable Power of Attorney is currently exercisable by Affiant. The Principal is domiciled in Florida.
- 3. To the best of Affiant's knowledge after diligent search and inquiry:
 - a. The Principal is not deceased; and
 - b. The Durable Power of Attorney has not been revoked; partially or completely terminated by adjudication of incapacity of the Principal or by the occurrence of an event referred to in the Durable Power of Attorney; or suspended by initiation of proceedings to determine the incapacity of the Principal,
- 4. Affiant is acting within the scope of authority granted in the Power of Attorney.
- 5. Affiant agrees not to exercise any powers granted by the Durable Power of Attorney if Affiant learns that any averment in Section 3a or 3b is no longer accurate.

Jennifer Marie Smith
JENNIFER MARIE SMITH 8/2/13

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me on June 13, 2013, by JENNIFER MARIE SMITH who personally appeared before me, is personally known to me or presented a driver's license as identification and did take an oath.

[SEAL]



Johnathan Franco
State of Florida
MY COMMISSION # EE 065060
Expires: January 14, 2017

Johnathan Franco
Notary Public - State of Florida

PROPOSED
ORDINANCE

1
2 FINAL VOTE AT ADOPTION:
3
4 Council Member Katryn Cunningham _____
5
6 Council Member Tim Schaffer _____
7
8 Council Member Larissa Siegel Lara _____
9
10 Vice-Mayor John DuBois _____
11
12 Mayor Eugene Flinn _____
13
14