



City Commission Meeting

SUPPLEMENTAL MATERIAL 3

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

July 8, 2015

Mayor Philip Levine

Vice-Mayor Edward L. Tobin

Commissioner Michael Grieco

Commissioner Joy Malakoff

Commissioner Micky Steinberg

Commissioner Deede Weithorn

Commissioner Jonah Wolfson

City Manager Jimmy L. Morales

City Attorney Raul J. Aguila

City Clerk Rafael E. Granado

Visit us at www.miamibeachfl.gov for agendas and video "streaming" of City Commission Meetings.

ATTENTION ALL LOBBYISTS

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

SUPPLEMENTAL AGENDA

C4 - Commission Committee Assignments

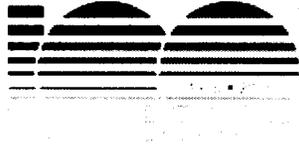
- C4E Referral To Sustainability & Resiliency Committee Regarding Green Alleys.
(Sponsored by Commissioner Deede Weithorn)
(Revised Memorandum)

R5 - Ordinances

- R5Q An Ordinance Amending Chapter 18 Of The Miami Beach City Code, Entitled "Businesses," By Amending Article VIII, Entitled "Parking Lot," By Amending Division I, Entitled "Generally," By Amending Section 18-310, Entitled, "Requirements For Issuance Of License," By Requiring A Notarized Letter Before Issuance Of Valet Parking License; By Deleting Section 18-311, Entitled, "Employers And Valet Operators Code Of Conduct," And Creating A New Section 18-311, Entitled "Operation Of Service," By Removing Language That Allowed The Leasing Of Municipal Spaces; By Removing Section 18-312, Entitled, "Operation Of Service;" By Deleting Section 18-313, Entitled, "Special Event Permit;" By Deleting Section 18-314, Entitled, "Enforcement, Fine Schedule, And Right Of Appeal;" By Deleting Section 18-315, Entitled, "Compliance Date;" By Amending Division 2, Entitled, "Valet Parking Permits For Use Of Public Property," By Amending Section 18-336, Entitled, "Separate Permit Required," Authorizing Consolidation Of Valet Parking Ramps And Identifying The Types Of Uses For Space Rental Valet Parking; By Amending Section 18-337, Entitled, "Requirements," Which Establishes Submission Standards For A Valet Parking Operational Plan; By Deleting Section 18-339, Entitled, "Cancellation And Revocation;" And Creating A New Section 18-339, Entitled, "Private Storage Of Valet Vehicles," Which Requires The Parking Director To Confirm Sufficient Rental Storage Capacity; By Creating A New Section 18-340, Entitled, "Employees And Valet Operators Code Of Conduct" That Establishes The Code Of Conduct Standards For Valet Operators And Their Employees; By Creating A New Section 18-341, Entitled, "Operation Of Service," Which Requires The Identification Of Rented Spaces, Ramping, On-Call Valet Ramps, Storage And Valet Parking Street Furniture; By Creating A New Section 18-342, Entitled, "Exceptions," That Permits Valet Service In Residential Zoned Areas; By Creating A New Section 18-343, Entitled, "Penalties And Enforcement, Fine Schedule, Right Of Appeal," And Further Amending Division 3, Entitled, "Rentals," By Amending Section 18-361, Entitled, "Rental And Operation Of Municipal Parking Spaces," Which Modifies The Permissible Operations Of Public Spaces For Ramping; And The Deletion Of Section 18-362, Entitled, "Rental Of Additional Parking For Storage Of Vehicles," Providing For Repealer, Severability, Codification, And An Effective Date. **First Reading**
(Sponsored by Commissioner Michael Grieco)
(Legislative Tracking: Parking)
(Ordinance)

R7 - Resolutions

- R7A A Resolution Accepting The Recommendation Of The Finance And Citywide Projects Committee, And Waiving By 5/7th Vote, The Competitive Bidding Requirement, Finding Such Waiver To Be In The Best Interest Of The City; And Approving And Authorizing The Mayor And City Clerk To Execute A Lease Agreement, Substantially In The Form Attached To This Resolution, Between The City And SB Waxing, Inc. (Tenant), For The Use Of Approximately 1,291 Square Feet Of City-Owned Property, Located At 1701 Meridian Avenue, Unit 3 (A/K/A 771 17th Street), Miami Beach, Florida (Premises), For A Term Of Five (5) Years, With One (1) Renewal Option (At Tenant's Option) For Four (4) Years And Three Hundred And Sixty Four (364) Days. **10:05 a.m. Public Hearing**
(Tourism, Culture & Economic Development)
(Resolution)



OFFICE OF THE MAYOR AND COMMISSION

MEMORANDUM

TO: Jimmy L. Morales, City Manager
FROM: Deede Weithorn, Commissioner
DATE: June 29, 2015
SUBJECT: Referral to Sustainability & Resiliency Committee regarding green alleys.

Please place on the July 8, 2015 City Commission agenda.

If you have any questions, please contact me at extension 6528.

Layda Hernandez
On behalf of Commissioner Weithorn

THIS PAGE INTENTIONALLY LEFT BLANK

ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING CHAPTER 18 OF THE MIAMI BEACH CITY CODE, ENTITLED "BUSINESSES," BY AMENDING ARTICLE VIII, ENTITLED "PARKING LOT," BY AMENDING DIVISION I, ENTITLED "GENERALLY," BY AMENDING SECTION 18-310, ENTITLED, "REQUIREMENTS FOR ISSUANCE OF LICENSE," BY REQUIRING A NOTARIZED LETTER BEFORE ISSUANCE OF VALET PARKING LICENSE; BY DELETING SECTION 18-311, ENTITLED, "EMPLOYERS AND VALET OPERATORS CODE OF CONDUCT," AND CREATING A NEW SECTION 18-311, ENTITLED "OPERATION OF SERVICE," BY REMOVING LANGUAGE THAT ALLOWED THE LEASING OF MUNICIPAL SPACES; BY REMOVING SECTION 18-312, ENTITLED, "OPERATION OF SERVICE;" BY DELETING SECTION 18-313, ENTITLED, "SPECIAL EVENT PERMIT;" BY DELETING SECTION 18-314, ENTITLED, "ENFORCEMENT, FINE SCHEDULE, AND RIGHT OF APPEAL;" BY DELETING SECTION 18-315, ENTITLED, "COMPLIANCE DATE;" BY AMENDING DIVISION 2, ENTITLED, "VALET PARKING PERMITS FOR USE OF PUBLIC PROPERTY," BY AMENDING SECTION 18-336, ENTITLED, "SEPARATE PERMIT REQUIRED," AUTHORIZING CONSOLIDATION OF VALET PARKING RAMPS AND IDENTIFYING THE TYPES OF USES FOR SPACE RENTAL VALET PARKING; BY AMENDING SECTION 18-337, ENTITLED, "REQUIREMENTS," WHICH ESTABLISHES SUBMISSION STANDARDS FOR A VALET PARKING OPERATIONAL PLAN; BY DELETING SECTION 18-339, ENTITLED, "CANCELLATION AND REVOCATION;" AND CREATING A NEW SECTION 18-339, ENTITLED, "PRIVATE STORAGE OF VALET VEHICLES," WHICH REQUIRES THE PARKING DIRECTOR TO CONFIRM SUFFICIENT RENTAL STORAGE CAPACITY; BY CREATING A NEW SECTION 18-340, ENTITLED, "EMPLOYEES AND VALET OPERATORS CODE OF CONDUCT" THAT ESTABLISHES THE CODE OF CONDUCT STANDARDS FOR VALET OPERATORS AND THEIR EMPLOYEES; BY CREATING A NEW SECTION 18-341, ENTITLED, "OPERATION OF SERVICE," WHICH REQUIRES THE IDENTIFICATION OF RENTED SPACES, RAMPING, ON-CALL VALET RAMPS, STORAGE AND VALET PARKING STREET FURNITURE; BY CREATING A NEW SECTION 18-342, ENTITLED, "EXCEPTIONS," THAT PERMITS VALET SERVICE IN RESIDENTIAL ZONED AREAS; BY CREATING A NEW SECTION 18-343, ENTITLED, "PENALTIES AND ENFORCEMENT, FINE SCHEDULE, RIGHT OF APPEAL," AND FURTHER AMENDING DIVISION 3, ENTITLED, "RENTALS," BY AMENDING SECTION 18-361, ENTITLED, "RENTAL AND OPERATION OF MUNICIPAL PARKING SPACES," WHICH MODIFIES THE PERMISSIBLE OPERATIONS OF PUBLIC SPACES FOR RAMPING; AND THE DELETION OF SECTION 18-362, ENTITLED, "RENTAL OF ADDITIONAL PARKING FOR STORAGE OF VEHICLES," PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, Ordinance No. 95-2987, regulating the operation of valet parking services in the City, was adopted on April 29, 1995; and

Agenda Item ASQ
Date 7-8-15

WHEREAS, the City has made amendments on May 12, 1999, pursuant to Ordinance No. 99-3182, establishing requirements for the utilization of a moving lane of traffic, and created residential valet parking requirements and an on-call valet program; and

WHEREAS, the City made amendments on July 2, 2003, pursuant to Ordinance No. 2003-3418, establishing requirements for training of valet parking employees, and expanded ramping opportunities under certain circumstances throughout the City; and

WHEREAS, at its regular meeting on March 11, 2015, the Mayor and City Commission discussed Item R9S; the item was referred to the Finance and Citywide Projects Committee (FCWPC) and Neighborhoods and Community Affairs Committee (NCAC); and

WHEREAS, the Administration has provided recommendations that address valet parking activities on public right-of-ways, with an emphasis on reducing traffic congestion, strengthening regulatory and enforcement powers, and promoting a competitive environment in the valet parking industry; and

WHEREAS, the Finance and Citywide Projects Committee and Neighborhoods and Community Affairs Committee accepted the recommendations of the Administration on May 20, 2015, and May 29, 2015.

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

SECTION 1. Article VIII of Division 1 of Chapter 18 of the Code of the City Miami Beach is hereby amended as follows:

CHAPTER 18

BUSINESSES

* * *

ARTICLE VIII. Parking Lot

* * *

DIVISION 1. Generally

* * *

Sec. 18-306. License required.

Except as provided in this article, any location with parking attendants and/or valet parking shall have a license as a parking lot and shall meet other prescribed criteria listed in this section.

Sec. 18-307. Exemptions.

The following shall be exempt from the parking lot license requirement in section 102-357:

- (1) Garages and other places where motor vehicles are stored for hire within a building and for which a license has been obtained under another provision of this article.
- (2) Off-street parking spaces required under the city's zoning ordinance for multiple-family uses.

Sec. 18-308. Removal of parked vehicles.

It shall be unlawful for any owner, operator or employee of any licensed parking lot to move any parked motor vehicle from the parking lot to any public street, parking area or any other public or private property without the consent of the owner, the owner's agent, or the chief of police, unless specifically authorized to do so by law.

Sec. 18-309. Signs to be posted.

Operators of licensed parking lots shall place and maintain at each vehicle entrance printed signs conspicuously disclosing the price or fee charged for the parking of motor vehicles thereon, and indicating, in two-inch red letters, the city license number issued to the owner or operator.

Sec. 18-310. Requirements for issuance of license.

No license for the operation of a valet parking service shall be issued except upon:

- (1) Submission of proof, in the form of an original certificate of insurance evidencing that the ~~owners/operators~~ owner or operator of the service maintains in full force during the license year the following coverages:
 - a. Garage liability₁ in the minimum amount of \$300,000.00 per occurrence.
 - b. Garagekeepers legal liability₁ in the amount of \$300,000.00₁ with a deductible not to exceed \$1,000.00₁ per loss and maximum limit per vehicle of at least \$50,000.00.
 - c. Renewal certificates must be submitted and approved by the city's risk manager annually.
- (2) A notarized letter of ~~permission~~ from the owner, lessee or operator of the business from which the valet service is operating must be submitted prior to the city's issuance of a valet parking license.

~~Sec. 18-311. Employees and valet operators code of conduct.~~

~~The valet parking operators shall require its employees and independent contractors to meet the following requirements:~~

- ~~(1) All employees who operate motor vehicles shall have a valid Florida driver's license in good standing and shall abide by all City of Miami Beach and Miami-Dade County traffic regulations.~~
- ~~(2) All employees shall be in similar uniform.~~
- ~~(3) All employees shall wear on their uniform, a name tag identifying employee's name.~~
- ~~(4) All employees shall perform their duties in a courteous and professional manner.~~

~~Valet operators shall submit to the parking department a list of all employees employed by the valet operator who are engaged in valet services on Miami Beach. Additions and deletions to the valet employee roster shall be reported monthly. The employee report shall be submitted to the attention of the parking director or his/her designee no later than the fifth day of each month. The employee list shall contain the name of the employee and the employee's valid Florida driver's license number. A photocopy of each employee's Florida driver's license shall be submitted for each employee on the roster. Failure to comply with this paragraph shall result in a fine of \$25.00 per day to the valet operator.~~

Sec. 18-3112. Operation of service.

- (a) Identification of rented spaces. Rented spaces shall be so designated by the city's parking department as rented parking areas. The designation shall be by bagged meters and/or clearly marked signs indicating the parking restriction.
- (b) Ramping. Ramping shall only be operated in the spaces provided for ramping. There shall be no storage of vehicles in the area used for ramping. Ramping on public property shall not occur in any other location other than the public on-street/curbside parking spaces provided for ramping. Ramping from a moving lane of traffic is strictly prohibited.
- (c) Storage. The Sstorage of vehicles shall only be in private spaces, or in leased municipal spaces as provided by the parking department. Other than the leased municipal spaces, {There shall be no storage of vehicles on any municipal public property whatsoever. The Vvalet operators shall clearly identify the vehicles in their possession during the entire period that the earvehicle is in their possession. Such identification shall be made through a ticket stub affixed to the rear view mirror of the stored vehicle and shall state the name of the valet operator and identification of the ramp from which the vehicle was picked-up. Ramp identification shall be made by stating the block number and street name of the establishment(s) which the ramp is servicing. Unauthorized-s Storage of valet vehicles in municipal parking facilities, or at any public on-street/curbside parking spaces or on any other public property is strictly prohibited, and shall result in the issuance of a valet violation to the valet operator in the amount of \$250.00, per occurrence.

Sec. 18-313. Special event permit.

~~Valet services operating for a special event may apply for a special event permit from the city's special events coordinator. Special event parking shall be restricted to any event occurring no more than twice per year and lasting no longer than three days in length. The special event permit will allow the valet operator to request from the parking department, additional ramping and/or storage space, if available, as long as it does not reduce the number of parking spaces needed to serve the general public in the area of the request.~~

Sec. 18-314. Enforcement, fine schedule, and right of appeal.

- ~~(a) Enforcement. The parking department shall enforce the provisions of this article. The police department and code enforcement department shall also assist the parking department in the enforcement of the valet operators code of conduct, as set forth herein. This shall not preclude other law enforcement agencies or regulatory bodies from any action as necessary to assure compliance with this article and all applicable laws. If a parking enforcement specialist finds a violation of this article, the parking enforcement specialist shall issue a notice of violation to the violator as provided in chapter 30 of this Code, as may be amended from time to time the notice shall inform the violator of the nature of the violation, amount of fine for which the violator may be liable, instructions and due date for paying the fine, notice that the violation may be appealed by requesting an administrative hearing within ten days after service of the notice of violation and that failure to appeal the violation within the ten days, shall constitute an admission of the violation and a waiver of the right to a hearing.~~
- ~~(b) The following civil fines shall be imposed for each violation:~~

1.	Unauthorized/illegal ramping	\$150.00 per offense
2.	Unauthorized/illegal storage	\$250.00 per offense

3.	Operation without valet permit	\$50.00 per offense/per day
4.	Penalty for lapse in required insurance coverage (from date of lapse)	\$150.00 per offense/per day
5.	No name tag	\$25.00 per offense
6.	No uniform	\$25.00 per offense
7.	No valid Florida driver's license	\$25.00 per offense, and immediate removal of the employee from the valet operation.
8.	Noncompliance with valet employee list	\$25.00 per day

~~(c) Rights of violators; payment of fine; right to appeal; failure to pay civil fine, or to appeal.~~

- ~~(1) A violator who has been served with a notice of violation shall elect either to:

 - a. Pay the civil fine in the manner indicated on the notice; or
 - b. Request an administrative hearing within ten days of receipt of the violation before a special master appointed by the city commission upon recommendation of the city manager, to appeal the decision of the parking department or other department which resulted in the issuance of the notice of violation.~~
- ~~(2) The procedures for appeal by administrative hearing of the notice of violation shall be as set forth in sections 102-384 and 102-385 of this Code, and amendments thereto.~~
- ~~(3) If filing an appeal to the special master, the valet operator must post a bond in the amount of the civil fine with the clerk of the special master. If the valet operator is successful in his appeal, the bond shall be returned to the valet operator. If the valet operator is unsuccessful in his appeal, the clerk of the special master shall turn the bond over to the parking department as payment of the civil fine.~~
- ~~(4) If the named violator after notice fails to pay the civil fine or fails to timely request an administrative hearing before a special master, the special master shall be informed of such failure by report from the parking department. Failure of the named violator to appeal the decision of the parking department within the prescribed time period shall constitute a waiver of the violator's right to administrative hearing before the special master. A waiver of the right to an administrative hearing shall be treated as an admission of the violation and penalties may be assessed accordingly.~~
- ~~(5) Any party aggrieved by the decision of a special master may appeal that decision to a court of competent jurisdiction.~~

~~(d) Recovery of unpaid fines.~~

- ~~(1) The city may institute proceedings in a court of competent jurisdiction to compel payment of civil fines.~~
- ~~(2) A certified copy of an order imposing a civil fine may be recorded in the public records and thereafter shall constitute a lien upon any other real or personal property owned by the violator and it may be enforced in the same manner as a court judgement by the sheriffs of this state, including levy against the personal property, but shall not be deemed to be a court judgement except for enforcement purposes. After two months from the filing of any such lien which remains unpaid, the city may foreclose or otherwise execute upon the lien.~~
- ~~(3) As an additional means of enforcement, the city may seek injunctive relief and/or follow procedures to revoke an occupational license as set forth in this Code when there are repeated violations of this article.~~
- ~~(4) Additionally, the parking department, shall withhold issuance of any new valet permits and leased public on street/curbside valet parking spaces, and suspend current valet permits until past due violations are paid in full. The parking department reserves the right to bring forward to the special master any party who has waived their right to appeal and has over three outstanding violations.~~

~~(e) Valet operator's responsibility for vehicles in their possession. Valet operators shall pay all fines and fees, including towing charges, arising in connection with a patron's vehicle which is in the possession of the valet operator at the time such charge is incurred. This does not preclude the valet operator from also being cited by the parking department for violations of this section which resulted in the imposition of the fines and fee.~~

Sec. 18-315. Compliance date.

All valet operators in the city shall comply with this section by July 11, 1998.

Secs. 18-316 18-312—18-335. Reserved.

* * *

SECTION 2. Article VIII of Division 2 of Chapter 18 of the Code of the City Miami Beach is hereby amended as follows:

**CHAPTER 18
BUSINESSES**

* * *

ARTICLE VIII. Parking Lot

* * *

DIVISION 2. Valet Parking Permits for Use of Public Property

* * *

Sec. 18-336. Separate permit required.

The city shall issue space rental valet parking permits issued to valet operators who conduct their operations on public property. No valet parking shall occur on public property without the operator securing a space rental valet parking permit from the city's parking department. ~~For the purpose of consolidating~~ The consolidation of valet parking ramps to preserve public on-street parking, will be permitted, provided a duly authorized group of businesses (or other responsible entity acceptable to the City), in conjunction along with documented documentation establishing consent or approval support from each of the businesses, a majority of its members, may apply for a space rental valet parking permit.

The applicant application for shared valet parking ramps must shall identify all businesses on the application, along with and proof of consent or approval from the duly authorized representative of each business on the application. The applicant requesting a space rental valet parking permit will be responsible for the payment of all fees.

A separate space rental valet parking permit is required for each location where valet parking services are provided. Valet parking permits shall only be issued to valet parking operators who are licensed by the city pursuant to this chapter for the following types of uses:-

1. Hotel:-
2. Restaurant:-
3. Bar/Nightclub:-
4. Office:- or
5. Any combination of Hotel, Restaurant, Bar/Nightclub or Office.

Sec. 18-337. Requirements.

No valet parking permit shall be issued without the proof of the following:

- (1) Approval from the city's risk manager indicating that the valet parking operation has met the following insurance requirements:
 - a. Commercial general liability or garage liability insurance, in the amount of \$1,000,000.00 per occurrence and per location, covering bodily injury and property damage resulting from the valet operator's activities connected with the handling of vehicles on public property. This policy must name the city as an additional insured;
 - b. Garage keepers legal liability insurance to provide collision and comprehensive coverage for vehicles under control of the valet parking operation with minimum limits of \$300,000.00 per location, with a maximum Self-Insured Retention (SIR) or deductible of \$1,000.00;
 - c. All required insurance policies are to be issued by companies rated B+VI or better per Best's Rating Guide, latest edition and must provide the city with 30 days written notice of cancellation. ~~Any deviation from this requirement is subject to the city risk manager's approval;~~
 - d. Valet operators must submit a certificate of insurance and a certified copy of their policies to the city's risk manager for determination that the insurance requirements ~~of the ordinance from which~~ for this section ~~derives~~ have been met;
 - e. Each valet operator applying for a permit for use of public property shall execute an agreement approved by the city attorney's office providing for the valet operator to indemnify, hold harmless and defend the city, its officers, agents and employees against, and assume all liability for, any and all claims, suits, actions, damages, liabilities, expenditures, or causes of actions of any kind arising from its use of the public streets or public parking spaces for the purposes authorized in this section article and resulting or accruing from any alleged negligence, act, omission or error of the valet parking operation, its agents or employees, and/or arising from the failure of the valet parking operation, its agents or employees, to comply with each and every requirement of this section article or with any other city or county ordinance or state or federal law or regulation applicable to the valet parking operation resulting in or relating to bodily injury, loss of life or limb or damage to property sustained by any person, firm, corporation or other business entity. The valet operator ~~hereby shall also~~ agrees to hold the city, its officers, agents and employees harmless from and against all judgments, orders, decrees, attorney's fees, costs, expenses and liabilities incurred in and about any such claim, investigation or defense thereof, which may be entered, incurred or assessed as a result of the foregoing. The valet operator shall defend, at its sole cost and expense, any legal action, claim or proceeding instituted by any person against the city, its officers, agents, and employees as a result in any claim, suit or cause of action accruing from activities authorized by this section article, ~~for injuries to body, limb or property as set forth above.~~
- (2) If incorporated, the valet operator shall provide a copy of its articles of incorporation;
- (3) Notarized written authorization on company letterhead from ~~owners/operators~~ the owner or operator of each the ~~city-licensed~~ commercial establishments for the city block which the valet operator is providing parking services;
- (4) Valid valet parking ~~occupational license~~ business tax receipt from the city;
- (5) Identification of the location of private vehicle storage space, and proof, in the form of an executed lease or rental agreement, ~~or notarized letter of authorization~~ from the owner of the property, either of which shall include the number of spaces authorized for use by the valet operator, and term of the lease or agreement, for private storage

space sufficient to service the establishment, ~~as determined by the City's Planning Director~~ for which the permit will be issued. The storage space must meet all requirements pursuant to all applicable city ordinances;

(6) ~~A valet parking operational plan, which must includeing:~~

- ~~a. Traffic Operations Analysis containing generally accepted engineering standards for trip duration to and from the authorized vehicle storage location; a distance of no more than 2,500 feet from the ramp to the vehicle storage location; and other requirements, as may be determined by the city's Transportation Director and Parking Director. The Traffic Operations Analysis ~~must~~ shall be conducted by a licensed professional engineer, and submitted to the City's Transportation Director and Parking Director for their review and approval/ or disapproval;~~
- ~~b. Staffing levels/ or schedule of valet parking service operational hours for the establishment, including valet runners, supervisors, and managers;~~
- ~~c. An off-duty police officer may be required, as determined by the city Chief of Police;~~
- ~~d. A minimum number of parking spaces for vehicle storage, as determined by the Planning Director;~~
- ~~e. Valet Parking Street Furniture, including signs, stands, and key boxes, must comply with the city's design standards, as determined by the Planning Director;~~
- ~~f. Whether the proposed valet parking service will cause the removal of access to existing or proposed metered parking, and the percentage of the reasonably proximate metered parking spaces to be removed by the proposed zone;~~
- ~~g. Whether establishments in the vicinity of the proposed valet parking service can reasonably be expected not to have a detrimental effect on other nearby activities which rely on curbside parking;~~
- ~~h. Whether the proposed valet parking service will have a beneficial effect on vehicular and pedestrian safety; and~~
- ~~i. Such other circumstances as the Director may find relevant. Any other documents, reports, studies, materials or information the parking director determines to be appropriate for the issuance of the valet parking permit.~~

~~Valet parking operators are required to enlist all employees servicing the public (runner, supervisors, and managers) to attend the "VOTE" (Valet Operator Training on Enforcement) Training Program sponsored by the city's parking department. All new valet parking operators' employees must be enlisted for training within 60 days of employment or at the next regularly scheduled training session. The modules provides as part of the training include, but are not limited to, the following subjects:~~

~~Customer service;~~

~~Valet ordinance regulations;~~

~~Enforcement;~~

~~Professionalism/ethics.~~

Sec. 18-338. Term and renewal.

- (a) The term of each permit shall be for one (1) year.
- (b) Renewal shall be on an annual basis and shall only be granted after approval from the city's risk manager and occupational license division.

~~Sec. 18-339. Cancellation and revocation.~~

~~The city shall cancel and revoke the permit if the valet operator no longer services the commercial establishment which authorized its operation at that location. This cancellation and revocation may be effective whether the valet operator voluntarily discontinues service to the establishment, the establishment cancels and revokes authorization for the valet operator to service the location, or the parking department cancels and revokes authorization for the valet operator to service the location. Cancellation and revocation of the valet parking permit under this paragraph shall be effective immediately upon service of the notice of cancellation. The parking department shall inform in writing the commercial establishment being serviced by the valet operator, of any cancellation and revocation by hand delivery or certified mail, return receipt requested. Service of the notice of cancellation and revocation shall be by hand delivery or certified mail, return receipt requested.~~

Sec. 18-33940. Private storage of valet vehicles.

Valet operators shall only store vehicles on private parking lots, which are properly permitted and zoned as parking lots, and have sufficient vehicle storage capacity, as determined by the planning director. The valet operator shall provide to the parking department a copy of the proper city occupational license business tax receipt or certificate of use issued to the storage parking facility, and with satisfactory documentation from the parking facility owner or operator management company/agent authorizing the valet operator to use those facilities the private parking lot for the purpose of storing valet parked vehicles.

Sec. 18-3404. Employees and valet operators code of conduct.

The valet parking operators shall require its employees and independent contractors to meet the following requirements:

- (1) All employees or contractors who operate motor vehicles shall have a valid Florida driver's license in good standing and shall abide by all city and Miami-Dade County traffic regulations;
- (2) All employees shall be in similar uniform; All employees or contractors receiving or discharging passengers or loading or unloading baggage from a vehicle, making arrangements to remove the vehicle to a designated off-street parking facility, parking a vehicle, or otherwise in control of a vehicle subject to valet parking requirements, may not engage in such activities unless the valet parking employee or contractor is wearing a jacket or shirt clearly marked "VALET" across the back in reflective lettering that shall be highly contrasting with the background/field/screen (i.e. dark-colored reflective lettering on light-colored background or light-colored reflective lettering on dark-colored background); each individual letter of the word "VALET" shall be no smaller than three inches (3") in height. The front of the jacket or shirt worn by the valet parking operator shall include the name of the person, business, establishment, or corporation granted a valet parking permit;
- (3) All employees or contractors shall wear on their uniform, a name-tag identifying the employee's/contractor's name;
- (4) All supervisors shall wear on their uniform, a name-tag identifying them as such;

- (5) All employees or contractors shall perform their duties in a courteous and professional manner; and
- (6) All new employees must attend the "VOTE" (Valet Operators Training on Enforcement) Program provided by the city's parking department within 60 days of hire or at the next regularly scheduled training session;
- (7) Valet operators shall submit to the parking department a list of all employees or contractors employed or retained by the valet operator who are engaged in valet services in the city on Miami Beach. Additions and deletions to the valet employee roster shall be reported monthly. The employee report shall be submitted to the attention of the parking director or his/her designee no later than the fifth day of each month. The employee list shall contain the name of the employee or contractor and the employee's their valid Florida Driver's License numbers. A photocopy of each employee's or contractor's valid Florida Driver's License shall be submitted for each employee or contractor on the roster. Failure to comply with this paragraph shall result in a fine of \$25.00 per day to the valet operator.

Sec. 18-3412. Operation of service.

(a) Identification of rented spaces. Rented spaces shall be so designated by the parking department as rented parking areas. The designation of a ramp for passenger loading/unloading shall be by bagged meters and/or clearly marked signs indicating the parking restriction. Each ramp shall be comprised of two (2) parking spaces which may be comprised of either metered or hotel passenger loading zone spaces. In no instance shall there be more than one (1) valet operator per block and no more than four (4) parking spaces (two per block face) be permitted. In such case, new requests for valet parking service shall only be granted through attrition of existing service on the block.

(b) Ramping.

- (1) Ramping shall only be operated in the spaces provided for ramping. Double parking or obstruction of a traffic lane is strictly prohibited. The valet operator may use the moving lane of traffic during periods of high demand. High demand periods are defined as periods when the volume of vehicles to be processed exceeds the resources available. Valet operators must demonstrate a good faith effort to provide sufficient resources to meet demand. Storage of vehicle(s) may be allowed in up to 50 percent of the designated ramp area. Note: Use of the ramp area for storage constitutes waiver of subsection 7(b)(1). Ramping on public property shall not occur in any other location than the public on-street/curbside parking spaces provided for ramping, except as defined in subsections 7(b)(1) and (2).
- (2) Ramping at least 300 linear feet must separate valet parking ramps.;
- (3) Ramping shall not be allowed where on-street public parking does not exist, or where establishing a valet parking ramp will otherwise interfere with traffic lanes or bike lanes;
- (4) Ramping shall be allowed only in the curb lane of the street;
- (5) Ramping may be allowed where parking meters are installed;
- (6) Ramping shall not be allowed in an area in which parking is already restricted for other uses, or where parking is otherwise restricted or regulated;
- (7) Ramping shall not reduce the unobstructed space for the passage of pedestrians to less than four feet unless a greater distance is required by the city's public works director.

Valet operators may petition the parking department to utilize a moving lane of traffic for the expeditious loading or unloading of passengers. The expeditious loading or unloading of passengers is defined as taking possession and removal of the vehicle by either the valet operator or vehicle owner/operator within two minutes of stopping

~~and/or standing in the moving lane of traffic. The vehicle must be immediately moved to either the authorized ramping area and/or authorized storage area. A committee of three, comprised of two department heads (parking director and police chief, or designees) and a designee of the city manager shall evaluate, approve, and/or disapprove requests based on one or both of the following criteria:~~

~~a. On-street parking is not available within one hundred feet of the front door of the establishment to be serviced;~~

~~b. Volume of patrons utilizing valet parking service at an establishment creates a safety hazard for either vehicular and/or pedestrian traffic.~~

~~Notes:~~

~~1. Requests for the use of a moving lane of traffic will not be accepted or considered within the following boundaries: North – Centerline of 17th Street, South – Centerline of 5th Street, West – Biscayne Bay, East – Atlantic Ocean.~~

~~2. Requests for the use of a moving lane of traffic must be resubmitted annually in conjunction with the occupational license renewal for said location(s). All required criteria and approvals contained herein remain in effect. The committee reserves the right, on 24-hour notice, to revoke and/or suspend said approval.~~

~~3. The valet operator must provide the following:~~

~~A. Maintenance of traffic plan (must be approved by the director of planning and zoning), and~~

~~B. Off-duty police. The committee will evaluate and determine the need for off-duty police contingent upon the establishment's location, volume of service, and other existing conditions.~~

~~(c) On-call (hotel) valet ramps. Valet operators may establish on-call valet ramps for establishments that require valet service intermittently. The following criteria must be adhered:~~

~~(1) Valet operator must obtain an occupational license, a business tax receipt in order to provide on-call valet service;~~

~~(2) Ramping. An existing passenger loading zone must be used for ramping purposes. The valet operator must provide written consent from the establishment (hotel) for the use of the passenger loading zone for this purpose. All regulations contained herein remain in effect and govern the use of ramp spaces;~~

~~(3) The ramp (passenger loading zone) may be identified with signs. At no time shall signs be placed on the roadway, impeding vehicular and/or pedestrian traffic. All signs must be approved by the city manager or his designee. The use of other traffic devices, including cones, and/or any other device is strictly prohibited;~~

~~(4) The valet operator must post a current and valid space rental valet parking permit at the hotel's front desk.~~

~~(d) Storage. Storage of vehicles shall only be in private spaces, authorized ramp areas, or in leased municipal spaces as provided by the parking department. Other than the leased municipal spaces, there shall be no storage of vehicles on any municipal property whatsoever. Valet operators shall clearly identify the vehicles in their possession during the entire period that the car vehicle is in their possession. Such identification shall be made through a ticket stub affixed to the rear view mirror of the stored vehicle and shall state the name of the valet operator and identification of the ramp from which the vehicle was picked-up. Ramp identification shall be made by stating the name of the establishment which the ramp is servicing. Unauthorized storage of valet vehicles in municipal parking facilities, or at any public on-street/curbside parking spaces is strictly prohibited and shall result in the issuance of a valet violation to the valet operator, in the amount of \$1,000.00/250.00, per vehicle and per occurrence.~~

(e) Valet Parking Street Furniture. All design standards for all street furniture, including signs, stands and key boxes, must be determined by the planning director. At a minimum, the following shall be applicable:

1. Street furniture shall be constructed of durable material that will withstand the year-round impact of the weather, and must be maintained in good taste and in good condition at all times;
2. Street furniture shall be sufficiently weighted and constructed to withstand strong winds. Not exceed twenty four (24) inches in width and forty eight (48) inches in height (including base, holder, frames, etc.) measured from sidewalk surface;
3. Street furniture shall be placed on the sidewalk no more than on half (1/2) hour before the valet parking service opens and must be removed no later than one half (1/2) hour after the close of valet parking service;
4. Street furniture shall be in front of the approved business without encroaching upon the frontage of another business;
5. Street furniture shall be positioned on the sidewalk and/or tree lawn outside the travel lanes, bike lanes and parking lanes to allow a minimum of four (4) foot clearance for pedestrian traffic;
6. Street furniture shall be freestanding and may not be affixed to any street fixtures including, but not limited to trees, meters, lampposts, grates, bike racks, decorative benches, new boxes, etc., in any manner. Signs shall not be electrified in any way, or have any moving components;
7. Street furniture shall include only the name and logo of the permittee's business, the words "Valet Parking", the rate charged for the service and the hours of operation;
8. Street furniture shall be approved by the planning department following review with appropriate business;
9. Street furniture shall display the following information: name of valet operator, address and 24 hour contact number, valet parking fee schedule and hours of operation.

Sec. 18-3423. Exceptions.

(a) Valet service—Special event. Valet services operating for a special event may apply for a special event permit from the city's tourism and cultural development director. Special event parking shall be restricted to any event occurring no more than twice per year and lasting no longer than three days in length. The special event permit will allow the valet operator to request from the parking department, additional ramping and/or storage space, if available, as long as it does not reduce the number of parking spaces needed to serve the general public in the area of the request.

(b) Valet service—Residential. Valet service may be provided for non-commercial uses, including private functions in residentially zoned areas. Valet operators must meet the following criteria:

- (1) Valet operator must obtain a zero street address occupational license business tax receipt through the occupational licensing division/city finance department;
- (2) Zero street address license is only permitted for use in areas zoned residentially;
- (3) Zero street address license may not be simultaneously used in multiple residential locations;
- (4) Valet operators must complete a temporary valet parking permit form and submit this form to the parking department three days prior to the scheduled event.
- (5) Note:—Temporary valet parking permit requests submitted within less than three (3) working days of a scheduled event will not only be accepted for situations deemed as an emergency. An emergency is defined as a situation or occurrence of a serious nature, developing suddenly and unexpectedly within less than three working days of the event and demanding immediate attention.

The following requirements must be satisfied:

- (1) Ramping. Valet ramping may be provided either on private property at the location to be serviced or on public property. Ramping on public property shall not occur in any other location than the public on-street/curbside parking spaces provided for ramping. Ramping from a moving lane of traffic is strictly prohibited unless authorized by the city. The ramping area shall be determined as stated in subsection 18-361(c) entitled, number of spaces leased for ramping.
- (2) Storage. ~~The Sstorage of valet vehicles must be at in compliance with section 5, entitled, private storage facilities or lots, of valet vehicles and/or section 4, entitled, rental of additional parking for storage of vehicles.~~ Storage of vehicles on public right-of-ways is strictly prohibited, unless authorized by the parking department.
 - a. Storage on public right-of-way. Valet operators may request the use of public right-of-way for storage under the following conditions:
 1. Private or public storage (parking lot and/or garage) is not available within 2,500 feet of the location to be serviced;
 2. All prohibited parking regulations (fire hydrants, crosswalks, etc.) are strictly enforced.

Sec. 18-3434. Penalties and Enforcement; fine schedule; right of appeal.

- (1) Illegal Ramping. Illegal use of public right-of-ways for the purpose of accepting or delivering a vehicle or accepting or delivering a vehicle when a vehicle is stored in the assigned ramp for over 15 minutes.

<u>Violations:</u>	<u>First Offense:</u>	<u>\$150.00-Warning</u>
	<u>Second offense:</u>	<u>\$150.00-500.00</u>
	<u>Third offense:</u>	<u>\$150.00-1,000.00</u>
	<u>Fourth offense:</u>	<u>\$150.00-2,000.00 and ten (10) day suspension of ramping privileges. Notice of suspension to establishment via certified mail or hand-delivery.</u>
	<u>Fifth offense or subsequent offense:</u>	<u>Indefinite Suspension. Mandatory referral to special master</u>

- (2) Illegal storage. Illegal storage of vehicle(s) in public facilities and/or public right-of-ways or in unauthorized private storage location(s) as described in permit (occupational license).

<u>Violations:</u>	<u>First offense:</u>	<u>\$250.00-1,000.00</u>
	<u>Second offense:</u>	<u>\$250.00-2,500.00</u>
	<u>Third offense:</u>	<u>\$500.00-2,500.00 and ten (10)day suspension of ramping privileges. Notice fo suspension to establishment via certified mail or hand delivery.</u>
	<u>Fourth offense:</u>	<u>\$500.00-Indefinite Suspension. Mandatory referral to Special Master.</u>
	<u>Fifth offense or subsequent offenses:</u>	<u>Mandatory referral to Special Master</u>

- (3) Operation without valet permit. ~~\$50.00~~ \$1,000.00 per offense/per day.
- (4) Penalty for lapse in required insurance coverage (from date of lapse). ~~\$150.00~~ \$500.00 per offense/per day.
- (5) No name tag. ~~\$25.00~~ \$100.00 per offense.
- (6) No uniform. ~~\$25.00~~ \$100.00 per offense.
- (7) No valid Florida driver's license. ~~\$25.00~~ \$500.00 per offense and immediate removal of the employee from the valet operation.
- (8) Non-compliance with valet employee list. ~~\$25.00~~ \$100.00 per day.
- (9) Special master review. In addition to the factors set forth in subsection 30-74(e), the special master may consider, ~~inter alia among other things~~, the following factors when determining the amount of the fine:
 - a. Number and type of violations under permit where violation originated (specific location).
 - b. Permitted location utilization (hours/number of days a week location is operational).
 - c. Parking and traffic conditions existing at the subject location at the time of the violation.
- (10) Failure to comply with any provision of the approved Valet Parking Operational Plan, including staffing and storage spaces/locations \$1,000 per offense.
- (11) Solicitation for valet parking service on any portion of the right-of-way, including sidewalks, parking space, or roadway. \$1,000 per offense.
- (12) Valet Parking Street Furniture violations. \$1,000 per offense.

(a) Enforcement. The Miami Beach city's Pparking Ddepartment and the Miami Beach pPolice dDepartment shall enforce this section-article. This shall not preclude other law enforcement agencies from any action to assure compliance with this section and all applicable laws. If a parking enforcement officer or a the police officer finds a violation of this Aarticle(e)(1) or (e)(2), the parking enforcement officer or the police officer will be authorized to issue a notice of violation. The notice shall inform the violator of the nature of the violation, amount of fine for which the violator is liable, instructions and due date for paying the fine, that the violation may be appealed by requesting an administrative hearing before a special master within ten (10) days after service of the notice of violation, and that the failure to appeal the violation within ten (10) days of service shall constitute an admission of the violation and a waiver of the right to a hearing.

(b) Rights of violators; payment of fine; right to appear; failure to pay civil fine or to appeal; appeals from decisions of the special master.

- 1. A violator who has been served with a notice of violation must elect to either:
 - (i) pay the civil fine in the manner indicated on the notice of violation; or
 - (ii) request an administrative hearing before a special master to appeal the notice of violation, which must be requested within ten (10) days of the service of the notice of violation.

- 2. The procedures for appeal by administrative hearing of the notice of violation shall be as set forth in sections 30-72 and 30-73 of this Code. Applications for hearings A request for appeal must be accompanied by a fee as approved by

a resolution of the city commission, which shall be refunded if the named violator prevails in the appeal.

3. If the named violator, after issuance of the notice of violation, fails to pay the civil fine, or fails to timely request an administrative hearing before a special master, the special master may be informed of such failure by report from the police officer. The failure of the named violator to appeal the decision of the police officer within the prescribed time period shall constitute a waiver of the violator's right to an administrative hearing before the special master, and shall be treated as an admission of the violation, for which fines and penalties shall be assessed accordingly.
4. A certified copy of an order imposing a fine may be recorded in the public records, and thereafter shall constitute a lien upon any real or personal property owned by the violator, which may be enforced in the same manner as a court judgment by the sheriffs of this state, including levy against the violator's real or personal property, but shall not be deemed to be a court judgment except for enforcement purposes. On or after the sixty-first (61st) day following the recording of any such lien that remains unpaid, the City may foreclose or otherwise execute upon the lien.
5. Any party aggrieved by a decision of a special master may appeal that decision to a court of competent jurisdiction.
6. The special master shall be prohibited from hearing the merits of the notice of violation or considering the timeliness of a request for an administrative hearing if the violator has failed to request an administrative hearing within ten (10) days of the service of the notice of violation.
7. The special master shall not have discretion to alter the penalties prescribed herein in subsection (3)(a).

Enforcement: The parking department shall enforce the provisions of this division. The police department and code enforcement department shall also assist the parking department in the enforcement of the valet operators code of conduct, as set forth herein. This shall not preclude other law enforcement agencies or regulatory bodies from any action as necessary to assure compliance with this division and all applicable laws. If a parking enforcement specialist finds a violation of this division, the parking enforcement specialist shall issue a notice of violation to the violator as provided in section 30-78, as may be amended from time to time. The notice shall inform the violator of the nature of the violation, amount of fine for which the violator may be liable, instructions and due date for paying the fine, notice that the violation may be appealed by requesting an administrative hearing before the special master within ten days after service of the notice of violation and that failure to appeal the violation within the ten days, shall constitute an admission of the violation and a waiver of the right to a hearing.

(b) Fines. The following civil fines shall be imposed for each violation per location:

(1) Illegal ramping. Illegal use of public right of way for the purpose of accepting or delivering a vehicle or accepting or delivering a vehicle when a vehicle is stored in the assigned ramp for over 15 minutes.

(c) Rights of violators; payment of fine; right to appeal; failure to pay civil fine, or to appeal.

(1) A violator who has been served with a Notice of Violation shall elect either to:

a. Pay the civil fine in the manner indicated on the notice; or

b. Request an administrative hearing within ten days of receipt of the violation before a special master appointed by the city commission upon recommendation of the city manager, to appeal the decision of the parking department or other department which resulted in the issuance of the notice of violation.

(2) The procedures for appeal by administrative hearing of the notice of violation shall be as set forth in sections 30-71 and 30-72 of this Code, and amendments thereto.

(3) If the named violator after notice fails to pay the civil fine or fails to timely request an administrative hearing before a special master, the special master shall be informed of such failure by report from the parking department. Failure of the named violator to appeal the decision of the parking department within the prescribed time period shall constitute a waiver of the violator's right to administrative hearing before the special master. A waiver of the right to an administrative hearing shall be treated as an admission of the violation and penalties may be assessed accordingly.

(4) Any party aggrieved by the decision of a special master may appeal that decision to a court of competent jurisdiction.

(d) Recovery of unpaid fines:

(1) The city may institute proceedings in a court of competent jurisdiction to compel payment of civil fines.

(2) A certified copy of an order imposing a civil fine may be recorded in the public records and thereafter shall constitute a lien upon any other real or personal property owned by the violator and it may be enforced in the same manner as a court judgment by the sheriffs of this state, including levy against the personal property, but shall not be deemed to be a court judgment except for enforcement purposes. After two months from the filing of any such lien which remains unpaid, the city may foreclose or otherwise execute upon the lien.

(3) As an additional means of enforcement, the city may seek injunctive relief and/or follow procedures to revoke an occupational license as set forth in this Code when there are repeated violations of this division.

(4) Additionally, t

8. The parking department, shall withhold issuance of any new valet permits and leased public on-street/curbside valet parking spaces, and suspend current valet permits until past due violations are paid in full. The parking department reserves the right to bring forward to the special master any party who has waived their right to appeal and has over three (3) outstanding violations.

(e) _____

9. Valet operator's responsibility for vehicles in their possession. Valet operators shall pay all fines and fees, including towing charges, arising in connection with a patron's vehicle which is in the possession of the valet operator at the time such charge is incurred. This does not preclude the valet operator from also being cited by the parking department for violations of this section/article which resulted in the imposition of the fines and fee.

Secs. 18-3445—18-360. Reserved.

SECTION 3. Article VIII of Division 3 of Chapter 18 of the Code of the City Miami Beach is hereby amended as follows:

CHAPTER 18

BUSINESSES

* * *

ARTICLE VIII. Parking Lot

* * *

DIVISION 3. Rentals

* * *

Sec. 18-361. Rental and operation of municipal parking spaces.

- (a) *Rental of public spaces for ramping.* The parking department shall rent to the valet operator public on-street/curbside parking spaces that shall be used for ramping of vehicles or storage of vehicle(s) (storage is defined as the stopping, standing, or parking of vehicle(s) ~~for over 15 minutes~~ two (2) minutes within the designated loading area). ~~In no event shall storage take place in over 50 percent of the allotted ramp space.~~ Ramp space size is determined by length (linear feet). Ramping of vehicles shall consist of allowing customers to enter or exit a vehicle and to turn it over to or retrieve it from valet employees. Ramping shall only be operated in the public on-street/curbside spaces provided by the parking department for ramping ~~or moving lane of traffic as described in subsections 7(b)(1) and (b)(2).~~ A vehicle will be considered stored if it remains in the ramping area for more than two (2) 15 minutes. ~~The operator may choose to store vehicle(s) in no more than 50 percent of the ramp area. Upon exercising said option, the valet operator waives the right to use the "moving lane of traffic" provision as described in subsections 7(b)(1) and (2). Ramping on public property shall not occur in any other location than the on-street/curbside spaces provided for ramping, except as described in subsections 7(b)(1) and 7(b)(2).~~

~~Leased spaces—Space rentals shall not be blocked by any type of sign, structure or other type of object. Leased spaces—Space rentals shall not be cordoned off by any type of signage, rope or barrier of any kind, except that signage provided by the city indicating the designation of the restricted valet parking area. At its sole discretion and judgment, the parking department shall provide to the valet operator sufficient ramping space in a close proximity to the establishment being serviced, if sufficient spaces are available. If there is not sufficient space available for rental in front of the establishment, the parking department shall lease spaces as close to the establishment as possible. Notwithstanding the above, ramping will not be allowed if the parking department determines, at its sole discretion, that it would be an unsafe activity at that location.~~

- (b) *Rental fees for public on-street/curbside spaces.* The parking department shall post in the offices of the parking department, the fee for use of public on-street/curbside spaces. All valet parking meter space rental fees are codified in Ord. No. 2000-3267. All additions or changes to existing leased public on-street/curbside parking spaces for ramping, shall be paid upon request. All valet space lease requests shall be required in writing to the parking director or his/her designee, 24 hours in advance, and received no later than 3:00 p.m. daily. Exceptions shall be assessed a \$250.00 processing fee and lease cancellations not made within the prescribed period will be assessed a ~~\$20.00~~ \$50.00 processing fee.
- (c) *Number of spaces leased for ramping.* The amount of ramping spaces available to the valet operator shall be determined by the ~~frontage of the establishment being serviced provided that there is sufficient public on-street/curbside spaces available for ramping, as determined in the sole discretion of the parking department director.~~
- (d) *Subletting.* Leased public on-street/curbside or off-street spaces may not be sublet_ to another valet parking operator.

~~Sec. 18-362. Rental of additional parking for storage of vehicles.~~

~~Storage space required for the operation of a valet service must be provided in private parking lots or authorized municipal facilities. All such facilities must meet all applicable code and ordinance requirements of the city. The parking department may lease additional valet spaces for the storage of vehicles for special events, special programs, residential functions, or at the request of the valet operator, if the proposed valet storage space does not take away from public parking demand in the area. The parking department shall post in the offices of the parking department, the fee for use of storage parking spaces. The fee for use of storage parking spaces shall be based on a 12-hour period at a rate of \$10.00 per space/per day. Fees shall be paid in full, 24 hours in advance of the special event.~~

~~Secs. 18-3623—18-395. Reserved.~~

SECTION 4. REPEALER.

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

SECTION 5. SEVERABILITY.

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

SECTION 6. CODIFICATION.

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

SECTION 7. EFFECTIVE DATE.

This Ordinance shall take effect on the tenth (10th) day following its adoption.

PASSED AND ADOPTED this _____ day of _____, 2015.

ATTEST:

RAFAEL E. GRANADO, CITY CLERK

PHILIP LEVINE, MAYOR

(Sponsored by Commissioner Michael Grieco)

Underline denotes additions

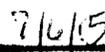
~~Strike through~~ denotes deletions

Double underline denotes additions to the original Ordinance language

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



City Attorney **AB**



Date

THIS PAGE INTENTIONALLY LEFT BLANK

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE FINANCE AND CITYWIDE PROJECTS COMMISSION COMMITTEE, AND WAIVING, BY 5/7TH VOTE, THE COMPETITIVE BIDDING REQUIREMENT, FINDING SUCH WAIVER TO BE IN THE BEST INTEREST OF THE CITY; AND APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A LEASE AGREEMENT, SUBSTANTIALLY IN THE FORM ATTACHED TO THIS RESOLUTION, BETWEEN THE CITY AND SB WAXING, INC. (TENANT), FOR THE USE OF APPROXIMATELY 1,291 SQUARE FEET OF CITY-OWNED PROPERTY, LOCATED AT 1701 MERIDIAN AVENUE, UNIT 3 (A/K/A 771 17TH STREET), MIAMI BEACH, FLORIDA (PREMISES), FOR A TERM OF FIVE (5) YEARS, WITH ONE (1) RENEWAL OPTION (AT TENANT'S OPTION) FOR FOUR (4) YEARS AND THREE HUNDRED AND SIXTY FOUR (364) DAYS.

WHEREAS, on July 15, 2009, the Mayor and City Commission adopted Resolution No. 2009-27129 approving a lease agreement between the City and the Roma Waxing, Inc. (d/b/a Uni.K Wax) for the use of approximately 1,291 square feet of City-owned property, located at 1701 Meridian Avenue, Unit 3 (a/k/a 771 17th Street), Miami Beach, Florida, to be used for the purpose(s) of operating a hair removal facility, including waxing and retail sales of related items, as well as facials and retail sales of related items; and

WHEREAS, the lease contained an initial term of three (3) years, commencing August 1, 2009 and ending July 31, 2012, with one (1) renewal option for an additional three (3) years; and

WHEREAS, on December 9, 2009, the Mayor and City Commission adopted Resolution No. 2009-27275 approving a Consent to Assignment and Assumption of Lease Agreement whereby Roma Waxing, Inc. assigned its lease to SB Waxing, Inc. (d/b/a Uni.K Wax) (Tenant) and certain terms and conditions of the Lease Agreement were modified; and

WHEREAS, on May 30, 2012, Tenant exercised its sole renewal option for a period of three (3) years, commencing August 1, 2012 and ending July 31, 2015; and

WHEREAS, Tenant requested a new lease for an initial term of five (5) years, commencing August 1, 2015 and ending July 31, 2020, with one (1) renewal option for an additional four (4) years and three hundred and sixty four (364) days; and

WHEREAS, the Administration secured a fair market rent analysis and negotiated material terms and conditions for a new lease agreement with Tenant; and

WHEREAS, the Administration submitted the agreed upon terms and conditions to the Finance and Citywide Projects Committee (FCWPC) at its July 1, 2015 meeting, and the FCWPC recommended approving a new lease agreement with Tenant, for a period of five (5) years, with one (1) renewal option for an additional four (4) years and three hundred and sixty four (364) days, containing the following essential terms:

Initial Term: Five (5) years commencing August 1, 2015 and ending July 31, 2020.

Agenda Item R7A
Date 7-8-15

Renewal Option: So long as Tenant has never been in an uncured default of the Lease, upon providing Landlord written notice six (6) months prior to the expiration of the Initial Lease Term, Tenant shall have one (1) renewal option, for a period of four (4) years and 364 days, at the then prevailing fair market rent.

Termination Option: In the event the City determines, in its sole and absolute discretion, to demolish, renovate or repurpose the 1701 Meridian Avenue building, the City shall have the right to terminate the lease at any time throughout the Initial Term, or renewal term, upon providing one hundred eighty days (180) prior written notice to Tenant.

Base Rental Rate: \$42.00 Triple Net, per rentable square foot, plus applicable sales tax.

Increases: The Base Rental Rate shall be increased by three percent (3%) annually.

Lease Basis: Triple Net - Tenant shall pay its proportionate share of the costs of real estate taxes, insurance and maintenance expenses.

Security Deposit: Two (2) month's gross rent

Construction Allowance: Tenant shall accept the Premises in "as-is" condition.

WHEREAS, the Administration recommends the approval of a new lease agreement containing these essential terms, substantially in the form attached hereto as Exhibit A.

NOW, THEREFORE, BE IT DULY RESOLVED THAT THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, hereby accept the recommendation of the Finance and Citywide Projects Committee, and waive, by 5/7ths vote, the competitive bidding requirement, finding such waiver to be in the best interest of the City; and approving and authorizing the Mayor and City Clerk to execute a lease agreement, substantially in the form attached to this Resolution, between the City and SB Waxing, Inc. (Tenant), for the use of approximately 1,291 square feet of City-owned property, located at 1701 Meridian Avenue, Unit 3 (a/k/a 771 17th Street), Miami Beach, Florida (Premises), for a term of five (5) years, with one (1) renewal option (at Tenant's option) for four (4) years and three hundred and sixty four (364) days.

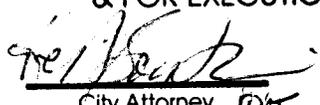
PASSED and ADOPTED this ____ day of _____ 2015.

ATTEST:

Rafael E. Granado, City Clerk

Philip Levine, Mayor

T:\AGENDA\2015\July\TCED\SB Waxing, Inc\SB Waxing, Inc. RESO (Final).docx

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION


City Attorney 
7/7/2015

Date

LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter referred to as "lease Agreement" or "Lease"), made this ____ day of _____, 2015, by and between the **CITY OF MIAMI BEACH**, a Florida municipal corporation, (hereinafter referred to as "City" or "Landlord"), and **SB WAXING, INC.** (d/b/a Uni.K Wax Center), a Florida corporation, (hereinafter referred to as "Tenant").

1. Demised Premises.

The City, in consideration of the rentals hereinafter reserved to be paid and of the covenants, conditions and agreements to be kept and performed by the Tenant, hereby leases, lets and demises to the Tenant, and Tenant hereby leases and hires from the City, those certain premises hereinafter referred to as the "Demised Premises" and more fully described as follows:

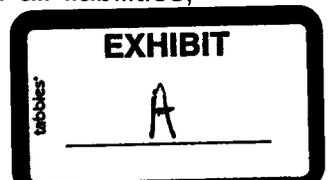
1,291 square feet of City-owned property (the "Building"), located at 1701 Meridian Avenue, Unit 3 (a.k.a. 771 17th Street), Miami Beach, Florida, 33139, and as more specifically delineated in "Exhibit 1", attached hereto and incorporated herein.

2. Term.

2.1 Tenant shall be entitled to have and to hold the Demised Premises for an initial term of five (5) years, commencing on the 1st day of August, 2015 (the "Commencement Date"), and ending on the 31st day of July, 2020. For purposes of this Lease Agreement, and including, without limitation, Subsection 2.2 herein, a "contract year" shall be defined as that certain period commencing on the 1st day of August, and ending on the 31st day of July.

2.2 Provided Tenant is in good standing and free from default(s) under Section 18 hereof, and upon written notice from Tenant, which notice shall be submitted to the City Manager no later than one hundred and eighty (180) days prior to the expiration of the initial term, this Lease may be extended for one (1) additional four (4) year and three hundred sixty four (364) day renewal term. Said extension, if applicable shall be memorialized in writing and signed by the parties hereto (with the City hereby designating the City Manager as the individual authorized to execute such extensions on its behalf).

2.3 In the event the City determines, in its sole and absolute discretion, to demolish, renovate or repurpose the 1701 Meridian Avenue building, the City, through its City Manager, shall have the right to terminate this Lease at any time throughout the Initial Term, or renewal term, upon providing one hundred eighty days (180) prior written notice to Tenant. Upon termination, the City shall be fully discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, this Lease.



Rent.

3.1

Base Rent:

Base Rent for the Demised Premises shall begin to accrue on the Commencement Date.

- 3.1.1 Throughout the Term herein, the Base Rent for the Demised Premises shall be Fifty Four Thousand Two Hundred Twenty Two and 00/100 Dollars (\$54,222.00) per year, payable in monthly installments of Four Thousand Five Hundred Eighteen and 50/100 Dollars (\$4,518.50), commencing on the Commencement Date and, thereafter, on each first day of subsequent months.
- 3.1.2 Concurrent with the payment of the Base Rent, Tenant shall also include any and all additional sums for all applicable sales and use tax, now or hereafter prescribed by Federal, State or local law.
- 3.1.3 The Base Rent amount pursuant to this Section 3.1 shall be increased annually, on the anniversary of the Commencement Date of the Lease, in increments of three (3%) percent per year.

3.2

Additional Rent:

In addition to the Base Rent, as set forth in Section 3.1, Tenant shall also pay the following Additional Rent as provided below:

3.2.1

Operating Expenses:

Tenant shall pay Four Hundred Thirty and 20/100 Dollars (\$430.20) per month, for its proportionate share of "Operating Expenses" which are defined as follows:

"Operating Expenses" shall mean the following costs and expenses incurred in operating, repairing, and maintaining the Common Facilities (as hereinafter defined) and shall include, without limitation, water service to the Building, sewer service to the Building, trash removal from the Building, costs incurred for gardening and landscaping, repairing and maintaining elevator(s), painting, janitorial services (except for areas within the Demised Premises), lighting, cleaning, striping, policing, removing garbage and other refuse and trash, removing ice and snow, repairing and maintaining sprinkler systems, water pipes, air-conditioning systems, temperature control systems, and security systems, fire alarm repair and maintenance and other equipment in the common areas and the exterior and structural portions of the Building, paving and repairing, patching and maintaining the parking areas and walkways, and cleaning adjacent areas, management fees and the City's employment expenses to employees furnishing and rendering any services to the common areas, together with an additional administration charge equal to fifteen percent (15%) of all other expenses included in the annual common area expenses,

provided by the City for the common or joint use and/or benefit of the occupants of the Building, their employees, agents, servants, customers and other invitees.

“Common Facilities” shall mean all Building areas, spaces, equipment, as well as certain services, available for use by or for the benefit of Tenant and/or its employees, agents, servants, volunteers, customers, guests and/or invitees.

Tenant agrees and understands that the costs incurred for Operating Expenses may increase or decrease and, as such, Tenant’s pro-rata share of Operating Expenses shall increase or decrease accordingly.

3.2.2 Property Taxes:

The Property Tax Payment shall be payable by Tenant, in accordance with Section 11 herein. The 2014 Property Tax Payment is Eight Thousand Nine Hundred Four and 97/100 Dollars (\$8,904.97), payable in monthly installments of Seven Hundred Forty Two and 08/100 Dollars (\$742.08).

3.2.3 Insurance:

The Additional Rent shall also include Tenant’s pro-rata share toward estimated insurance costs incurred to insure the whole of the Building, payable in monthly installments of Ninety Six and 79/100 Dollars (\$96.79). This insurance coverage is in addition to the insurance required pursuant to Section 10, which shall be obtained at Tenant’s sole expense and responsibility.

3.3 Sales Taxes:

Concurrent with the payment of the Base Rent and Additional Rent as provide herein, Tenant shall also pay any and all sums for all applicable tax(es), including without limitation, sales and use taxes and Property Taxes, imposed, levied or assessed against the Demised Premises, or any other charge or payment required by any governmental authority having jurisdiction there over, even though the taxing statute or ordinance may purport to impose such tax against the City.

3.4 Enforcement.

Tenant agrees to pay the Base Rent, Additional Rent, and any other amounts as may be due and payable by Tenant under this Agreement, at the time and in the manner provided herein, and should said rents and/or other additional amounts due herein provided, at any time remain due and unpaid for a period of fifteen (15) days after the same shall become due, the City may exercise any or all options available to it hereunder, which options may be exercised concurrently or separately, or the City may pursue any other remedies enforced by law.

3. Location for Payments.

All rents or other payments due hereunder shall be paid to the City at the following address:

City of Miami Beach
Revenue Manager
1700 Convention Center Drive, 3rd Floor
Miami Beach, Florida 33139

or at such other address as the City may, from time to time, designate in writing.

5. Parking.

Tenant may request, from the City's Parking Department, the use of no more than three (3) parking spaces, if available, at Municipal Parking Garage 2-G located on 17th Street and Meridian Court. Rates for said spaces are subject to change, and are currently Seventy Dollars (\$70.00) per month, plus applicable sales and use tax per space.

6. Security Deposit.

Upon execution of this Agreement Tenant shall furnish the City with a Security Deposit, in the amount of Eleven Thousand Five Hundred Seventy Five and 14/100 Dollars (\$11,575.14). Said Security Deposit shall serve to secure Tenant's performance in accordance with the provisions of this Agreement. In the event Tenant fails to perform in accordance with said provisions, the City may retain said Security Deposit, as well as pursue any and all other legal remedies provided herein, or as may be provided by applicable law.

The parties agree and acknowledge that the foregoing condition is intended to be a condition subsequent to the City's approval of this Agreement. Accordingly, in the event that Tenant does not satisfy the aforesaid, then the City Manager or his designee may immediately, without further demand or notice, terminate this Agreement without being prejudiced as to any remedies which may be available to him for breach of contract.

7. Use and Possession of Demised Premises.

7.1 The Demised Premises shall be used by the Tenant solely for the purpose(s) of operating a hair removal facility, including waxing and retail sale of related items, facials and retail sales of related items. Said Premises shall be open for operation a minimum of five (5) days a week, with normal hours of operation being as follows:

Monday - Wednesday:	10:00 AM to 7:00 PM
Thursday and Friday:	10:00 AM to 8:00 PM
Saturday	10:00 AM to 6:00 PM
Sunday	11:00 PM to 6:00 PM

Tenant shall not otherwise modify the days or hours of operation without the prior written approval of the City Manager. Nothing herein contained

shall be construed to authorize hours contrary to the laws governing such operations.

- 7.2 It is understood and agreed that the Demised Premises shall be used by the Tenant during the Term of this Agreement only for the above purpose(s)/use(s), and for no other purpose(s) and/or use(s) whatsoever. Tenant will not make or permit any use of the Demised Premises that, directly or indirectly, is forbidden by law, ordinance or government regulation, or that may be dangerous to life, limb or property. Tenant may not commit (nor permit) waste on the Demised Premises; nor permit the use of the Demised Premises for any illegal purposes; nor commit a nuisance on the Demised Premises. In the event that the Tenant uses the Demised Premises (or otherwise allows the Demised Premises to be used) for any purpose(s) not expressly permitted herein, or permits and/or allows any prohibited use(s) as provided herein, then the City may declare this Agreement in default pursuant to Section 18 or, without notice to Tenant, restrain such improper use by injunction or other legal action.

8. Improvements.

- 8.1 Tenant accepts the Demised Premises in their present **"AS IS"** condition and may construct or cause to be constructed, such interior and exterior improvements and maintenance to the Demised Premises, as reasonably necessary for it to carry on its permitted use(s), as set forth in Section 7; provided, however, that any plans for such improvements shall be first submitted to the City Manager for his prior written consent, which consent, if granted at all, shall be at the City Manager's sole and absolute discretion. Additionally, any and all approved improvements shall be made at Tenant's sole expense and responsibility. All permanent (fixed) improvements to the Demised Premises shall remain the property of the City upon termination and/or expiration of this Agreement. Upon termination and/or expiration of this Agreement, all personal property and non-permanent trade fixtures may be removed by the Tenant from the Demised Premises, provided that they can be (and are) removed without damage to the Demised Premises. Tenant will permit no liens to attach to the Demised Premises arising from, connected with, or related to the design and construction of any improvements. Moreover, such construction shall be accomplished through the use of licensed, reputable contractors who are acceptable to the City. Any and all permits and or licenses required for the installation of improvements shall be the sole cost and responsibility of Tenant.
- 8.2 Notwithstanding Subsection 8.1, upon termination and/or expiration of this Agreement, and at City's sole option and discretion, any or all alterations or additions made by Tenant to or in the Demised Premises shall, upon written demand by the City Manager, be promptly removed by Tenant, at its expense and responsibility, and Tenant further hereby agrees, in such event, to restore the Demised Premises to their original condition prior to the Commencement Date of this Agreement.

8.3 The above requirements for submission of plans and the use of specific contractors shall not apply to improvements (which term, for purposes of this Subsection 8.3 only, shall also include improvements as necessary for Tenant's maintenance and repair of the Demised Premises) which do not exceed Five Hundred Dollars (\$500.00), provided that the work is not structural, and provided that it is permitted by applicable law.

9. City's Right of Entry.

9.1 The City Manager, and/or his authorized representatives, shall have the right to enter upon the Demised Premises at all reasonable times for the purpose of inspecting same; preventing waste; making such repairs as the City may consider necessary; and for the purpose of preventing fire, theft or vandalism. The City agrees that, whenever reasonably possible, it shall use reasonable efforts to provide notice (whether written or verbal), unless the need to enter the Demised Premises is an emergency, as deemed by the City Manager, in his sole discretion, which if not immediately addressed could cause property damage, loss of life or limb, or other injury to persons. Nothing herein shall imply any duty on the part of the City to do any work that under any provisions of this Agreement the Tenant may be required to perform, and the performance thereof by the City shall not constitute a waiver of the Tenant's default.

9.2 If the Tenant shall not be personally present to open and permit entry into the Demised Premises at any time, for any reason, and any entry thereon shall be necessary or permissible, the City Manager, and/or his authorized representatives, may enter the Demised Premises by master key, or may forcibly enter the Demised Premises without rendering the City or such agents liable therefore.

9.3 Tenant shall furnish the City with duplicate keys to all locks including exterior and interior doors prior to (but no later than by) the Commencement Date of this Agreement. Tenant shall not change the locks to the Demised Premises without the prior written consent of the City Manager, and in the event such consent is given, Tenant shall furnish the City with duplicate keys to said locks in advance of their installation.

10. Tenant's Insurance.

10.1 Tenant shall, at its sole expense and responsibility, comply with all insurance requirements of the City. It is agreed by the parties that Tenant shall not occupy the Demised Premises until proof of the following insurance coverages have been reviewed and approved by the City's Risk Manager:

10.1.1 Comprehensive General Liability, in the minimum amount of One Million Dollars (\$1,000,000) (subject to adjustment for inflation) per occurrence for bodily injury and property damage. The City of

Miami Beach must be named as an additional insured on this policy.

- 10.1.2 Workers Compensation and Employers Liability coverage in accordance with Florida statutory requirements.
 - 10.1.3 All-Risk property and casualty insurance, written at a minimum of eighty (80%) percent of replacement cost value and with replacement cost endorsement, covering all leasehold improvements installed in the Demised Premises by or on behalf of Tenant and including without limitation all of Tenant's personal property in the Demised Premises (including, without limitation, inventory, trade fixtures, floor coverings, furniture, and other property removable by Tenant under the provisions of this Agreement).
- 10.2 Proof of these coverages must be provided by submitting original certificates of insurance to the City's Risk Manager and Asset Manager respectively. All policies must provide thirty (30) days written notice of cancellation to both the City's Risk Manager and Asset Manager (to be submitted to the addresses set forth in Section 27 hereof). All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and must have a rating of B+:VI or better per A.M. Best's Key Rating Guide, latest edition, and certificates are subject to the approval of the City's Risk Manager.

11. Property Taxes and Assessments.

For the purposes of this Section and other provisions of this Agreement:

- 11.1 The term "Property Taxes" shall mean (i) real estate taxes, assessments, and special assessments of any kind which may be imposed upon the Demised Premises, and (ii) any expenses incurred by the City in obtaining a reduction of any such taxes or assessments.
- 11.2 The term "Property Tax Year" shall mean the period of twelve (12) calendar months, beginning on January 1st of each year.
- 11.3 Tenant shall pay, as Additional Rent pursuant to Section 3.2, for such Property Tax Year an amount ("Property Tax Payment") equal to Tenant's pro-rata share of Property Taxes (if any) for such Property Tax Year; said pro-rata share to be determined by the City based upon the ratio of the Demised Premises to the tax lot. If a Property Tax Year ends after the expiration or termination of the term of this Agreement, the Property Tax Payment therefore shall be prorated to correspond to that portion of such Property Tax Year occurring within the term of this Agreement. The Property Tax Payment shall be payable by Tenant immediately upon receipt of notice from the City. A copy of the tax bill(s) or other evidence of such taxes issued by the taxing authorities, together with the City's computation of the Property Tax Payment, will be made available to

Tenant once received from the taxing authorities, if requested by Tenant. Tenant shall pay any difference in the amount between the estimated property taxes and the actual property taxes to the City immediately, upon receipt of request for said payment from the City.

12. Assignment and Subletting.

Tenant shall not have the right to assign or sublet the Demised Premises, in whole or in part, without the prior written consent of the City Manager, which consent, if granted at all, shall be at the City Manager's sole and absolute discretion. Such written consent is not a matter of right and the City is not obligated to give such consent. If granted as provided herein, the making of any assignment or sublease will not release Tenant from any of its obligations under this Agreement.

13. Operation, Maintenance and Repair.

13.1 Tenant shall be solely responsible for the operation, maintenance and repair of the Demised Premises. Tenant shall, at its sole expense and responsibility, maintain the Demised Premises, and all fixtures and appurtenances therein, and shall make all repairs thereto, as and when needed, to preserve them in good working order and condition. Tenant shall be responsible for all interior walls and the interior and exterior of all windows and doors, as well as immediate replacement of any and all plate glass or other glass in the Demised Premises which may become broken, using glass of the same or better quality.

The City shall be responsible for the maintenance of the roof, the exterior of the Building, the structural electrical and plumbing (other than plumbing surrounding any sink(s) and/or toilet(s), including such sink(s) and toilet(s) fixture(s), within the Demised Premises), the common areas and the chilled water supply system. The City shall maintain and/or repair those items that it is responsible for, so as to keep same in proper working condition.

Tenant agrees and understands, that if the City provides a separate air-conditioning unit for the Demised Premises, the City, at its sole discretion, may require that Tenant obtain, at any time during the Term of this Agreement, and continuously maintain in good standing, at Tenant's expense, throughout the Term of this Agreement, a maintenance and repair contract, approved by the City, with a service company previously approved in writing by the City, providing for the preventative maintenance and repair of all heating/ventilation/air-conditioning (HVAC) equipment servicing the Demised Premises. In the event that the City notifies Tenant that it will require Tenant to contract for said maintenance and repair services, Tenant shall provide to the City, in writing, within ten (10) business days, the name(s) and telephone number(s) of service company(ies) for the City's review and approval. Tenant shall provide a copy of a current, enforceable and fully executed maintenance and repair contract, no later than ten (10) business days after receipt of the City's

approval of the service company, as proof of Tenant's compliance with this provision.

If the City provides a separate air-conditioning unit for the Demised Premises, as provided herein, Tenant may request that the City inspect same to ensure that it is in proper working order. If the unit is not in proper working order, the City shall, at its sole discretion, repair or replace the unit.

- 13.2 All damage or injury of any kind to the Demised Premises, and including without limitation its fixtures, glass, appurtenances, and equipment (if any), or to the building fixtures, glass, appurtenances, and equipment, if any, except damage caused by the gross negligence and/or willful misconduct of the City, shall be the sole obligation of Tenant, and shall be repaired, restored or replaced promptly by Tenant, at its sole expense and to the satisfaction of the City.
- 13.3 All of the aforesaid repairs, restorations and replacements shall be in quality and class equal to or better than the original work or installations and shall be done in good and workmanlike manner.
- 13.4 If Tenant fails to make such repairs or restorations or replacements, the same may be made by the City, at the expense of Tenant, and all sums spent and expenses incurred by the City shall be collectable by the City and shall be paid by Tenant within three (3) days after submittal of a bill or statement therefore.
- 13.5 It shall be Tenant's sole obligation and responsibility to insure that any renovations, repairs and/or improvements made by Tenant to the Demised Premises comply with all applicable building codes and life safety codes of governmental authorities having jurisdiction.
- 13.6 Tenant Responsibilities for Utilities (not included within Operating Expenses).
Tenant is solely responsible for, and shall promptly pay when due, all charges and impact fees for any and all utilities for the Demised Premises **NOT** included as an Operating Expense (pursuant to Subsection 3.2.1).

In addition to other rights and remedies hereinafter reserved to the City, upon the failure of Tenant to pay for such utility services (as contemplated in this Subsection 13.6) when due, the City may elect, at its sole discretion, to pay same, whereby Tenant agrees to promptly reimburse the City upon demand.

In no event, however, shall the City be liable, whether to Tenant or to third parties, for an interruption or failure in the supply of any utilities or services to the Demised Premises.

13.7 **TENANT HEREBY ACKNOWLEDGES AND AGREES THAT THE DEMISED PREMISES ARE BEING LEASED IN THEIR PRESENT "AS IS" CONDITION.**

14. Governmental Regulations.

Tenant covenants and agrees to fulfill and comply with all statutes, ordinances, rules, orders, regulations, and requirements of any and all governmental bodies, including but not limited to Federal, State, Miami-Dade County, and City governments, and any and all of their departments and bureaus applicable to the Demised Premises, and shall also comply with and fulfill all rules, orders, and regulations for the prevention of fire, all at Tenant's own expense and responsibility. Tenant shall pay all cost, expenses, claims, fines, penalties, and damages that may be imposed because of the failure of Tenant to comply with this Section, and shall indemnify and hold harmless the City from all liability arising from each non-compliance.

15. Liens.

Tenant will not permit any mechanics, laborers, or materialman's liens to stand against the Demised Premises or improvements for any labor or materials to Tenant or claimed to have been furnished to Tenant's agents, contractors, or sub-tenants, in connection with work of any character performed or claimed to have performed on said Premises, or improvements by or at the direction or sufferance of the Tenant; provided however, Tenant shall have the right to contest the validity or amount of any such lien or claimed lien. In the event of such contest, Tenant shall give the City reasonable security as may be demanded by the City to insure payment thereof and prevent sale, foreclosure, or forfeiture of the Premises or improvements by reasons of such non-payment. Such security need not exceed one and one half (1½) times the amount of such lien or such claim of lien. Such security shall be posted by Tenant within ten (10) days of written notice from the City, or Tenant may "bond off" the lien according to statutory procedures. Tenant will immediately pay any judgment rendered with all proper costs and charges and shall have such lien released or judgment satisfied at Tenant's own expense.

16. Intentionally Omitted.

17. Condemnation.

17.1 If at any time during the Term of this Agreement (including any renewal term hereunder) all or any part or portion of the Demised Premises is taken, appropriated, or condemned by reason of Eminent Domain proceedings, then this Agreement shall be terminated as of the date of such taking, and shall thereafter be completely null and void, and neither of the parties hereto shall thereafter have any rights against the other by reason of this Agreement or anything contained therein, except that any rent prepaid beyond the date of such taking shall be prorated to such date, and Tenant shall pay any and all rents, additional rents, utility charges, and/or other costs for which it is liable under the terms of this Agreement, up to the date of such taking.

Except as hereunder provided, Tenant shall not be entitled to participate in the proceeds of any award made to the City in any such Eminent Domain proceeding, excepting, however, Tenant shall have the right to claim and recover from the condemning authority, but not from the City, such compensation as may be separately awarded or recoverable by Tenant in Tenant's own right on account of any and all damage to Tenant's business by reasons of the condemnation and for or on account of any cost or loss which Tenant might incur in removing Tenant's furniture and fixtures.

18. Default.

18.1 Default by Tenant:

At the City's option, any of the following shall constitute an Event of Default under this Agreement:

- 18.1.1 The Base Rent, Additional Rent, or any other amounts as may be due and payable by Tenant under this Agreement, or any installment thereof, is not paid promptly when and where due within fifteen (15) days of due date, and Tenant shall not have cured such failure within five (5) days after receipt of written notice from the City specifying such default;
- 18.1.2 The Demised Premises shall be deserted, abandoned, or vacated;
- 18.1.3 Tenant shall fail to comply with any material term, provision, condition or covenant contained herein other than the payment of rent and shall not cure such failure within thirty (30) days after the receipt of written notice from the City specifying any such default; or such longer period of time acceptable to the City, at its sole discretion;
- 18.1.4 Receipt of notice of violation from any governmental authority having jurisdiction dealing with a law, code, regulation, ordinance or the like, which remains uncured for a period of thirty (30) days from its issuance, or such longer period of time as may be acceptable and approved in writing by the City Manager, at his sole discretion;
- 18.1.5 Any petition is filed by or against Tenant under any section or chapter of the Bankruptcy Act, as amended, which remains pending for more than sixty (60) days, or any other proceedings now or hereafter authorized by the laws of the United States or of any state for the purpose of discharging or extending the time for payment of debts;
- 18.1.6 Tenant shall become insolvent;
- 18.1.7 Tenant shall make an assignment for benefit of creditors;

18.1.8 A receiver is appointed for Tenant by any court and shall not be dissolved within thirty (30) days thereafter; or

18.1.9 The leasehold interest is levied on under execution.

19. Rights on Default.

19.1 Rights on Default:

In the event of any default by Tenant as provided herein, City shall have the option to do any of the following, in addition to and not in limitation of, any other remedy permitted by law or by this Agreement;

19.1.1 Terminate this Agreement, in which event Tenant shall immediately surrender the Demised Premises to the City, but if Tenant shall fail to do so the City may, without further notice, and without prejudice to any other remedy the City may have for possession or arrearages in rent or damages for breach of contract, enter upon the Demised Premises and expel or remove Tenant and its effects in accordance with law, without being liable for prosecution or any claim for damages therefore, and Tenant agrees to indemnify and hold harmless the City for all loss and damage which the City may suffer by reasons of such Agreement termination, whether through inability to re-let the Demised Premises, or otherwise.

19.1.2 Declare the entire amount of the Base Rent and Additional Rent which would become due and payable during the remainder of the term of this Agreement to be due and payable immediately, in which event Tenant agrees to pay the same at once, together with all rents therefore due, at the address of the City, as provided in the Notices section of this Agreement; provided, however, that such payment shall not constitute a penalty, forfeiture, or liquidated damage, but shall merely constitute payment in advance of the rents for the remainder of said term and such payment shall be considered, construed and taken to be a debt provable in bankruptcy or receivership.

19.1.3 Enter the Demised Premises as the agent of Tenant, by force if necessary, without being liable to prosecution or any claim for damages therefore; remove Tenant's property there from; and re-let the Demised Premises, or portions thereof, for such terms and upon such conditions which the City deems, in its sole discretion, desirable, and to receive the rents therefore, and Tenant shall pay the City any deficiency that may arise by reason of such re-letting, on demand at any time and from time to time at the office of the City; and for the purpose of re-letting, the City may (i) make any repairs, changes, alterations or additions in or to said Demised Premises that may be necessary or convenient; (ii) pay all costs and expenses therefore from rents resulting from re-letting; and (iii) Tenant shall pay the City any deficiency as aforesaid.

- 19.1.4 Take possession of any personal property owned by Tenant on said Demised Premises and sell the same at public or private sale, and apply same to the payment of rent due, holding Tenant liable for the deficiency, if any.
- 19.1.5 It is expressly agreed and understood by and between the parties hereto that any installments of rent accruing under the provisions of this Agreement which shall not be paid when due shall bear interest at the maximum legal rate of interest per annum then prevailing in Florida from the date when the same was payable by the terms hereof, until the same shall be paid by Tenant. Any failure on the City's behalf to enforce this Section shall not constitute a waiver of this provision with respect to future accruals of past due rent. No interest will be charged for payments made within the grace period, such grace period to be defined as within five (5) days from the due date. In addition, there will be a late charge of Fifty (\$50.00) Dollars for any payments submitted after the grace period.
- 19.1.6 If Tenant shall default in making any payment of monies to any person or for any purpose as may be required hereunder, the City may pay such expense but the City shall not be obligated to do so. Tenant, upon the City's paying such expense, shall be obligated to forthwith reimburse the City for the amount thereof. All sums of money payable by Tenant to the City hereunder shall be deemed as rent for use of the Demised Premises and collectable by the City from Tenant as rent, and shall be due from Tenant to the City on the first day of the month following the payment of the expense by the City.
- 19.1.7 The rights of the City under this Agreement shall be cumulative but not restrictive to those given by law and failure on the part of the City to exercise promptly any rights given hereunder shall not operate to waive or to forfeit any of the said rights.

19.2 Default by City:

The failure of the City to perform any of the covenants, conditions and agreements of this Agreement which are to be performed by the City and the continuance of such failure for a period of thirty (30) days after notice thereof in writing from Tenant to the City (which notice shall specify the respects in which Tenant contends that the City failed to perform any such covenant, conditions and agreements) shall constitute a default by the City, unless such default is one which cannot be cured within thirty (30) days because of circumstances beyond the City's control, and the City within such thirty (30) day period shall have commenced and thereafter shall continue diligently to prosecute all actions necessary to cure such defaults.

However, in the event the City fails to perform within the initial thirty (30) day period provided above, and such failure to perform prevents Tenant from operating its business in a customary manner and causes an undue hardship for Tenant, then such failure to perform (regardless of circumstances beyond its control) as indicated above, shall constitute a default by the City.

19.3 Tenant's Rights on Default:

If an event of the City's default shall occur, Tenant, to the fullest extent permitted by law, shall have the right to pursue any and all remedies available at law or in equity, including the right to sue for and collect damages, including reasonable attorney fees and costs, to terminate this Agreement; provided however, that Tenant expressly acknowledges and agrees that any recovery by Tenant shall be limited to the amount set forth in Section 32 of this Agreement.

20. Indemnity Against Costs and Charges.

20.1 Tenant shall be liable to the City for all costs and charges, expenses, reasonable attorney's fees, and damages which may be incurred or sustained by the City, by reason of Tenant's breach of any of the provisions of this Agreement. Any sums due the City under the provisions of this item shall constitute a lien against the interest of the Tenant and the Demised Premises and all of Tenant's property situated thereon to the same extent and on the same conditions as delinquent rent would constitute a lien on said premises and property.

20.2 If Tenant shall at any time be in default hereunder, and if the City shall deem it necessary to engage an attorney to enforce the City's rights and Tenant's obligations hereunder, Tenant will reimburse the City for the reasonable expenses incurred thereby, including, but not limited to, court costs and reasonable attorney's fees, whether suit be brought or not and if suit be brought, then Tenant shall be liable for expenses incurred at both the trial and appellate levels.

21. Indemnification Against Claims.

21.1 Tenant shall indemnify and save the City harmless from and against any and all claims or causes of action (whether groundless or otherwise) by or on behalf of any person, firm, or corporation, for personal injury or property damage occurring upon the Demised Premises or upon any other land or other facility or appurtenance used in connection with the Demised Premises, occasioned in whole or in part by any of the following:

21.1.1 An act or omission on the part of Tenant, or any employee, agent, contractor, invitee, guest, assignee, sub-tenant or subcontractor of Tenant;

- 21.1.2 Any misuse, neglect, or unlawful use of the Demised Premises by Tenant, or any employee, agent, contractor, invitee, guest, assignee, sub-tenant or subcontractor of Tenant;
 - 21.1.3 Any breach, violation, or non-performance of any undertaking of Tenant under this Agreement;
 - 21.1.4 Anything growing out of the use or occupancy of the Demised Premises by Tenant or anyone holding or claiming to hold through or under this Agreement.
- 21.2 Tenant agrees to pay all damages to the Demised Premises and/or other facilities used in connection therewith, caused by Tenant or any employee, agent, contractor, guest, or invitee of Tenant.
22. Signs and Advertising.
Without the prior written consent of the City Manager, which consent, if given at all, shall be at the City Manager's sole and absolute discretion, Tenant shall not permit the painting and display of any signs, plaques, lettering or advertising material of any kind on or near the Demised Premises. All additional signage shall comply with signage standards established by the City and comply with all applicable building codes, and any other municipal, County, State and Federal laws.
23. Effect of Conveyance.
The term "City" and/or "Landlord" as used in the Agreement means only the owner for the time being of the land and building containing the Demised Premises, so that in the event of any sale of said land and building, or in the event of a lease of said building, the City shall be and hereby is entirely freed and relieved of all covenants and obligations of the City hereunder, and it shall be deemed and construed without further agreement between the parties, or between the parties and the purchaser at such sale, or the lease of this building, that the purchaser or Tenant has assumed and agreed to carry out all covenants and obligations of the City hereunder.
24. Damage to the Demised Premises.
- 24.1 If the Demised Premises shall be damaged by the elements or other casualty not due to Tenant's negligence, or by fire, but are not thereby rendered untenable, as determined by the City Manager, in his sole discretion, in whole or in part, and such damage is covered by the City's insurance, if any, (hereinafter referred to as "such occurrence"), the City, shall, as soon as possible after such occurrence, utilize the insurance proceeds to cause such damage to be repaired and the Rent (Base Rent and Additional Rent) shall not be abated. If by reason of such occurrence, the Demised Premises shall be rendered untenable, as determined by the City Manager, in his sole discretion, only in part, the City shall as soon as possible utilize the insurance proceeds to cause the damage to be repaired, and the Rent meanwhile shall be abated proportionately as to

the portion of the Demised Premises rendered untenable; provided however, that the City shall promptly obtain a good faith estimate of the time required to render the Demised Premises tenantable and if such time exceeds sixty (60) days, either party shall have the option of canceling this Agreement.

24.2 If the Demised Premises shall be rendered wholly untenable by reason of such occurrence, the City shall have the option, but not the obligation, in its sole discretion, to utilize the insurance proceeds to cause such damage to be repaired and the Rent meanwhile shall be abated. However, the City shall have the right, to be exercised by notice in writing delivered to Tenant within sixty (60) days from and after said occurrence, to elect not to reconstruct the destroyed Demised Premises, and in such event, this Agreement and the tenancy hereby created shall cease as of the date of said occurrence, the Rent to be adjusted as of such date. If the Demised Premises shall be rendered wholly untenable, Tenant shall have the right, to be exercised by notice in writing, delivered to the City within thirty (30) days from and after said occurrence, to elect to terminate this Agreement, the Rent to be adjusted accordingly.

24.3 Notwithstanding any clause contained in this Section 24, if the damage is not covered by the City's insurance, then the City shall have no obligation to repair the damage, but the City shall advise Tenant in writing within thirty (30) days of the occurrence giving rise to the damage and of its decision not to repair, and the Tenant may, at any time thereafter, elect to terminate this Agreement, and the Rent shall be adjusted accordingly.

25. Quiet Enjoyment.

Tenant shall enjoy quiet enjoyment of the Demised Premises and shall not be evicted or disturbed in possession of the Demised Premises so long as Tenant complies with the terms of this Agreement.

26. Waiver.

26.1 It is mutually covenanted and agreed by and between the parties hereto that the failure of the City to insist upon the strict performance of any of the conditions, covenants, terms or provisions of this Agreement, or to exercise any option herein conferred, will not be considered or construed as a waiver or relinquishment for the future of any such conditions, covenants, terms, provisions or options but the same shall continue and remain in full force and effect.

26.2 A waiver of any term expressed herein shall not be implied by any neglect of the City to declare a forfeiture on account of the violation of such term if such violation by continued or repeated subsequently and any express waiver shall not affect any term other than the one specified in such waiver and that one only for the time and in the manner specifically stated.

26.3 The receipt of any sum paid by Tenant to the City after breach of any condition, covenant, term or provision herein contained shall not be deemed a waiver of such breach, but shall be taken, considered and construed as payment for use and occupation, and not as Rent, unless such breach be expressly waived in writing by the City.

27. Notices.

The addresses for all notices required under this Agreement shall be as follows, or at such other address as either party shall be in writing, notify the other:

LANDLORD: City Manager
City of Miami Beach
1700 Convention Center Drive
Miami Beach, Florida 33139

With copy to: Asset Manager
City of Miami Beach
1700 Convention Center Drive
Miami Beach, Florida 33139

TENANT: Gabriel Castillo, Secretary
SB Waxing, Inc.
3201 N.E. 183rd Street, #1806
Aventura, Florida 33160

With copy to: Branch Manager
Uni.K. Wax Center
771 17th Street
Miami Beach, Florida 33139

All notices shall be hand delivered and a receipt requested, or by certified mail with Return receipt requested, and shall be effective upon receipt.

28. Entire and Binding Agreement.

This Agreement contains all of the agreements between the parties hereto, and it may not be modified in any manner other than by agreement in writing signed by all the parties hereto or their successors in interest. The terms, covenants and conditions contained herein shall inure to the benefit of and be binding upon the City and Tenant and their respective successors and assigns, except as may be otherwise expressly provided in this Agreement.

29. Provisions Severable.

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

30. Captions.

The captions contained herein are for the convenience and reference only and shall not be deemed a part of this Agreement or construed as in any manner limiting or amplifying the terms and provisions of this Agreement to which they relate.

31. Number and Gender.

Whenever used herein, the singular number shall include the plural and the plural shall include the singular, and the use of one gender shall include all genders.

32. Limitation of Liability.

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of Ten Thousand (\$10,000.00) Dollars. Tenant hereby expresses its willingness to enter into this Agreement with Tenant's recovery from the City for any damage action for breach of contract to be limited to a maximum amount of \$10,000.00. Accordingly, and notwithstanding any other term or condition of this Agreement, Tenant hereby agrees that the City shall not be liable to Tenant for damage in an amount in excess of \$10,000.00 for any action or claim for breach of contract arising out of the performance or non-performance of any obligations imposed upon the City by this Agreement. Nothing contained in this Section or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon the City's liability as set forth in Florida Statutes, Section 768.28.

33. Surrender of the Demised Premises.

Tenant shall, on or before the last day of the Term herein demised, or the sooner termination thereof, peaceably and quietly leave, surrender and yield upon to the City the Demised Premises, together with any and all equipment, fixtures, furnishings, appliances or other personal property, if any, located at or on the Demised Premises and used by Tenant in the maintenance, management or operation of the Demised Premises, excluding any trade fixtures or personal property, if any, which can be removed without material injury to the Demised Premises, free of all liens, claims and encumbrances and rights of others or broom-clean, together with all structural changes, alterations, additions, and improvements which may have been made upon the Demised Premises, in good order, condition and repair, reasonable wear and tear excepted, subject, however, to the subsequent provisions of this Section. Any property which pursuant to the provisions of this Section is removable by Tenant on or at the Demised Premises upon the termination of this Agreement and is not so removed may, at the option of the City, be deemed abandoned by Tenant, and either may be retained by the City as its property or may be removed and disposed of at the sole cost of the Tenant in such manner as the City may see fit. If the Demised Premises and personal property, if any, be not surrendered at the end of the Term as provided in this Section, Tenant shall make good the City all damages which the City shall suffer by reason thereof, and shall indemnify and hold harmless the City against all claims made by any succeeding tenant or

purchaser, so far as such delay is occasioned by the failure of Tenant to surrender the Demised Premises as and when herein required.

34. Time is of the Essence.

Time is of the essence in every particular and particularly where the obligation to pay money is involved.

35. Venue:

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. This Agreement shall be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any and all the terms or conditions herein, exclusive venue for the enforcement of same shall lie in Miami-Dade County, Florida.

CITY AND TENANT HEREBY KNOWINGLY AND INTENTIONALLY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING THAT THE CITY AND TENANT MAY HEREIN AFTER INSTITUTE AGAINST EACH OTHER WITH RESPECT TO ANY MATTER ARISING OUT OF OR RELATED TO THIS AGREEMENT.

36. Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of Radon that exceed Federal and State guidelines have been found in buildings in Florida. Additional information regarding Radon and Radon testing may be obtained from your County Public Health Unit.

37. No Dangerous Materials.

Tenant agrees not to use or permit in the Demised Premises the storage and/or use of gasoline, fuel oils, diesel, illuminating oils, oil lamps, combustible powered electricity producing generators, turpentine, benzene, naphtha, propane, natural gas, or other similar substances, combustible materials, or explosives of any kind, or any substance or thing prohibited in the standard policies of fire insurance companies in the State of Florida. Any such substances or materials found within the Demised Premises shall be immediately removed.

Tenant shall indemnify and hold the City harmless from any loss, damage, cost, or expense of the City, including, without limitation, reasonable attorney's fees, incurred as a result of, arising from, or connected with the placement by Tenant of any "hazardous substance" or "petroleum products" on, in or upon the Demised Premises as those terms are defined by applicable Federal and State Statute, or any environmental rules and environmental regulations promulgated thereunder. The provisions of this Section 37 shall survive the termination or earlier expiration of this Agreement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed and their seals to be affixed, all as of the day and year first above written, indicating their agreement.

Attest:

CITY OF MIAMI BEACH, FLORIDA

Rafael E. Granado, City Clerk

Philip Levine, Mayor

Signature

Print Name

Attest:

SB WAXING, INC.

Signature / Corporate Secretary

Gabriel Castillo, Secretary

Print Name

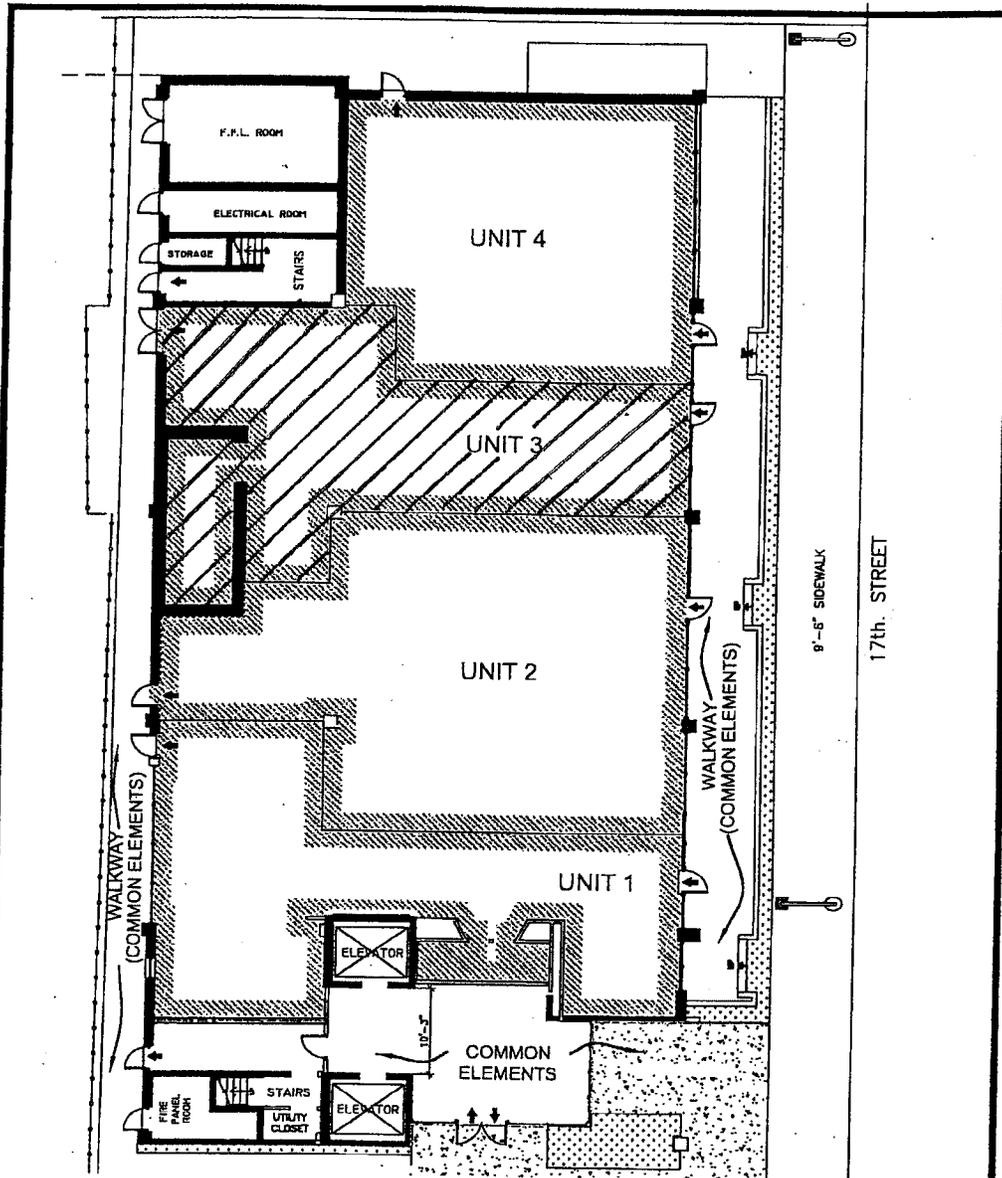
Signature

Print Name

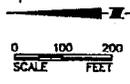
CORPORATE SEAL
(affix seal here)

EXHIBIT 1

Demised Premises



AREA UNIT 1= 1,326.78 S/F
 AREA UNIT 2= 1,802.89 S/F
 AREA UNIT 3= 1,290.59 S/F
 AREA UNIT 4= 1,268.87 S/F



SURVEYOR'S NOTE:
DETAILS OF INTERIORS WALLS WERE BASED IN ORIGINAL DRAWINGS AND BEST INFORMATION OBTAIN FROM FIELD SURVEY

First Floor Plan

Prepared by: 1701 MERIDIAN BUILDING CONDOMINIUM

*City of Miami Beach
 Public Works Department
 Engineering Division
 1700 Conroyton Center Drive
 Miami Beach, Florida 33439
 Phone (305) 673-7080*

Page 4 of 9
 Exhibit "B"

Date: 4/17/2007

