Regular Council Meeting
Tuesday, July 24, 2018
Agenda
7:00 PM

Statement of Decorum
Any person making a racial or slanderous remark or who becomes boisterous while addressing the Village Council, Staff, etc. shall be barred from the audience by the presiding officer. No profanity, shouting, heckling, verbal outbursts or disruptive behavior in support of or opposition to a speaker or his/her remarks is permitted. No signs or placards shall be allowed in the Village Hall. Person exiting the Village Hall shall do so quietly.

“Pursuant to Florida Statutes, Chapter 286.0105: If a person decided to appeal any decision made by the Board, Agency or Committee with respect to any matter considered at such meeting or hearing, he/she will need a record of the proceedings, and that, for such purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.”

A. CALL TO ORDER................................. Mayor Claudia V. Cubillos, Presiding

B. SILENT MEDITATION & PLEDGE............. Salute American Flag in Unison

C. ROLL CALL................................................. Yenise Jacobi, Village Clerk

D. APPROVAL OF AGENDA

E. APPROVAL OF MINUTES FOR THE FOLLOWING MEETING (S):
   E1. Approval of the Minutes for June 26th Regular Council Meeting

F. ACKNOWLEDGMENT OF VISITORS AND/OR SPECIAL PRESENTATIONS:
   F1. Kevin Lawrence, Principal of Horace Mann Middle School
   F2. Dotie Joseph, Candidate for State Representative Florida House District 108

G. GOOD AND WELFARE
   (Note: This section of the agenda is reserved in the spirit of a representative democracy “of, by, and for the people” and is specifically provided as a mechanism for the input and solutions on matters of concern of Villagers. We request that comments be limited to 3 MINUTES PER PERSON, and that speakers and the audience maintain proper decorum at-large. The speaker should keep to only issues on the agenda.)

H. AGENDA ITEM:
I. RESOLUTIONS / ORDINANCES:

I1. RESOLUTION 2018-16  SANITARY SEWER FACILITIES

A RESOLUTION OF THE EL PORTAL, FLORIDA VILLAGE COUNCIL, APPROVING AN AGREEMENT FOR SANITARY SEWER FACILITIES BETWEEN MIAMI-DADE COUNTY AND THE VILLAGE OF EL PORTAL, FLORIDA; PROVIDING FOR SEVERABILITY AND EFFECTIVE DATE.

I2. RESOLUTION 2018-17  PROPOSED MILLAGE RATE

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF EL PORTAL, FLORIDA OF MIAMI-DADE COUNTY, FLORIDA, ADOPTING THE TENTATIVE LEVYING OF AD VALOREM TAXES MILLAGE RATE OF 8.3 MILLS OF AD VALOREM TAXES FOR THE VILLAGE OF EL PORTAL, FLORIDA, AND IN ACCORDANCE WITH THE CHARTER, SECTION 4.05, FOR THE BUDGET FOR FISCAL YEAR 2017-2018; THE FIRST BUDGET HEARING WILL BE HELD ON TUESDAY, SEPTEMBER 11, 2018 AT 6:30PM AND THE SECOND BUDGET HEARING WILL BE HELD ON TUESDAY, SEPTEMBER 25, 2018 AT 6:30PM AT THE VILLAGE HALL, 500 NORTHEAST 87TH STREET; AND DIRECTING THE VILLAGE MANAGER TO FORWARD A COPY OF THIS RESOLUTION TO THE MIAMI-DADE COUNTY PROPERTY APPRAISER OFFICE; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

I3. RESOLUTION 2018-18  NON-AD VALOREM TAX RATE

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF EL PORTAL, OF MIAMI-DADE COUNTY, FLORIDA, ADOPTING THE RATE FOR SOLID WASTE AND RECYCLING SERVICES IN THE VILLAGE OF EL PORTAL; (AS INDICATED IN ATTACHMENT “A”) IMPOSING SOLID WASTE AND RECYCLING ASSESSMENT FOR PROPERTY LOCATED WITHIN THE VILLAGE OF EL PORTAL FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2018; APPROVING THE RATE OF ASSESSMENT FOR THE BUDGET FOR FISCAL YEAR 2018-2019; AND DIRECTING THE VILLAGE MANAGER TO FORWARD A COPY OF THIS RESOLUTION TO THE MIAMI-DADE COUNTY PROPERTY APPRAISER OFFICE; PROVIDING FOR
INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

I4. RESOLUTION 2018-19 SPECIAL EXCEPTION

A RESOLUTION OF THE VILLAGE COUNCIL OF EL PORTAL, FLORIDA GRANTING SPECIAL EXCEPTION FOR A PLACE OF ASSEMBLY, ENTERTAINMENT ESTABLISHMENT AND AN ALCOHOL BEVERAGE SERVICE ESTABLISHMENT WITHIN THE EXISTING BUILDING STRUCTURE AT 205 NE 87TH STREET IN ZONE 4, MAIN STREET ZONE, IN THE VILLAGE OF EL PORTAL KNOWN AS "THE SANCTUARY" ON APPLICATION BY THE SANCTUARY IN EL PORTAL, LP: PROVIDING FOR FINDINGS, PROVIDING FOR CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR VIOLATION OF CONDITIONS; PROVIDING FOR AN EFFECTIVE DATE.

I5. RESOLUTION 2018-20 SITE PLAN APPROVAL FOR MIXED-USE PROJECT

A RESOLUTION OF THE VILLAGE COUNCIL OF EL PORTAL, FLORIDA GRANTING SITE PLAN APPROVAL FOR A MIXED-USE PROJECT AT 205 NE 87TH STREET IN ZONE 4, MAIN STREET ZONE, IN THE VILLAGE OF EL PORTAL KNOWN AS "THE SANCTUARY" ON APPLICATION BY THE SANCTUARY IN EL PORTAL, LP: PROVIDING FOR FINDINGS, PROVIDING FOR CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR VIOLATION OF CONDITIONS; PROVIDING FOR AN EFFECTIVE DATE.

I6. ORDINANCE 2018-04 ALCOLIC BEVERAGES

1st Reading

AN ORDINANCE OF THE VILLAGE OF EL PORTAL, FLORIDA, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 3: ALCOLIC BEVERAGES, SEC. 3-1.-HOURS OF SALE, PROVIDING FOR UPDATED HOURS OF SALE; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICTS, REPEALER, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

J. MAYOR, MANAGER, COMMITTEE & ATTORNEY REPORTS:
Regular Council Meeting
July 24, 2018
Meeting Agenda

J1. **Village Mayor Report** - Mayor Claudia V. Cubillos
   - Annual State of Village Address is on Tuesday, August 21st. 11:30 AM “Early Bird Address” & at 7:00 PM
   - Little River Compact Initiative

J2. **Village Manager Report** – Christia Alou

J3. **Committee Chair Remarks** -
   a. **Public Affairs**
      Chairperson Harold Mathis
   b. **Public Works**
      Chairperson Werner Dreher
   c. **Public Safety**
      Chairperson Claudia V. Cubillos
      - Annual National Night Out and Mayor’s Back to School Health Fair and Back Pack Giveaway is on Tuesday, August 7th starting at 6:45
   d. **Code Enforcement Committee**
      Chairperson Claudia V. Cubillos
   e. **Planning & Zoning**
      Chairperson Claudia V. Cubillos
   f. **Administration & Finance**
      Chairperson Vimari Roman

J4. **Village Attorney Reports** – Interim Attorney Norman Powell

K. **UNFINISHED BUSINESS AND GENERAL ORDERS:**

L. **NEW BUSINESS:**

M. **GOOD AND WELFARE**
(Note: This section of the agenda is reserved in the spirit of a representative democracy “of, by, and for the people” and is specifically provided as a mechanism for the input and solutions on matters of concern of Villagers. We request that comments be limited to 3 MINUTES PER PERSON, and that speakers and the audience maintain proper decorum at-large. The speaker should keep to only issues on the agenda.)

N. **ADJOURNMENT:**
Mayor & Councilpersons

In accordance with the American With Disabilities Act of 1990, all persons with disabilities and who need special accommodations to participate in this meeting due to that disability should contact the Village Clerk’s Office at (305) 795-7880 no later than two (2) business days prior to such proceeding.
RESOLUTION NO.: 2018-16

A RESOLUTION OF THE EL PORTAL, FLORIDA VILLAGE COUNCIL, APPROVING AN AGREEMENT FOR SANITARY SEWER FACILITIES BETWEEN MIAMI-DADE COUNTY AND THE VILLAGE OF EL PORTAL, FLORIDA; PROVIDING FOR SEVERABILITY AND EFFECTIVE DATE.

WHEREAS, the Village of El Portal, Florida desires to install off-site sewer facilities within the public rights-of-way within the municipal jurisdiction of the Village; and

WHEREAS, the Miami-Dade Water and Sewer Department operates the sewer system owned by Miami-Dade County, a political subdivision of the State of Florida (“County”); and

WHEREAS, the Village desires to design, construct, and install all of the necessary sewer facilities, which shall include gravity sewer mains, lateral, mains; laterals, manholes, sewer force mains, a public sewer pumping station and equipment, emergency generator, emergency building and equipment;

WHEREAS, the County shall provide points of connection to the Village based on the project as specified in the Agreement;

WHEREAS, a true and correct copy of the Agreement is attached to this Resolution and is incorporated herein by reference (Exhibit “A”).

WHEREAS, the Council finds that it is in the best interest of the Village to enter into the Agreement with Miami-Dade County;

NOW, THEREFORE, BE IT ORDAINED BY THE EL PORTAL VILLAGE COUNCIL;

Section 1. Recitals. The foregoing recitals are true and correct and are hereby incorporated herein.

Section 2. Approving Agreement. The Village hereby approves the Agreement for Sanitary Sewer Facilities between Miami-Dade County and Village of El Portal, Florida.

Section 3. Effective Date. This Resolution shall become effective immediately upon passage and publication as required by law.

Claudia Cubillos, Mayor

ATTEST:

Yenise Jacobi, Village Clerk

Approved as to form and legal sufficiency:
Interim Village Attorney

Law Office of Norman C. Powell

By: ____________________________________________

Norman C. Powell, Esq.

Vote:

Councilperson Mathis: _____(Yes) _____(No)

Councilperson Dreher: _____(Yes) _____(No)

Councilperson Roman: _____(Yes) _____(No)

Vice Mayor Nickerson: _____(Yes) _____(No)

Mayor Cubillos: _____(Yes) _____(No)

1. Yenise Jacobi, Village Clerk of the Village of El Portal, Miami-Dade County, Florida, do hereby certify that this is a true and correct copy of Resolution No.: 2018-____ adopted on July 24, 2018, as shown in the Official Records of the Village of El Portal, Miami-Dade County,
Florida. Given under my hand and seal, this 24 day of July, 2018.

Yenise Jacobi
Village Clerk
July 19, 2018

Village of el Portal, Florida
500 NE 87th Street
El Portal, Florida 33138

Re: Sewer Agreement for Village of el Portal Septic to Gravity Sewer System Conversion, ID# 23824.

Ladies and Gentlemen:

We are pleased to enclose the sewer document for Village of el Portal Septic to Gravity Sewer System Conversion, ID# 23824. Please note the County’s offer of those terms and conditions contained in the document shall expire (120) days from the date of this letter.

If the document is satisfactory, please print 1 set for execution and return to us with $229.00 ($100.00 application fee and $129.00 recording fee). On-line payment is available at http://www.miamidade.gov/water/construction-development-payments.asp, or checks are payable to Miami-Dade Water and Sewer Department. In addition, any amounts due as specified in the document must be satisfied with the execution of the document. The documents shall not be binding upon either party until executed by the Department on behalf of the County and all monies due are received.

At completion, an email of the recorded document will be sent for your records.

This instrument was prepared using the information provided to us by the property owner and/or its agent.

If you have any questions regarding this matter, please contact me at (786) 268-5209.

Very truly yours,

Denise Chung
Utility Development Division

Enclosures
AGREEMENT

FOR

SANITARY SEWER FACILITIES

BETWEEN

MIAMI-DADE COUNTY

AND

VILLAGE OF EL PORTAL, FLORIDA

This instrument prepared by:

Douglas Pile, Esq.
New Business Contracting Officer
Miami-Dade Water and Sewer Department
3575 S. LeJeune Road
Miami, Florida 33146-2221
THIS AGREEMENT, made and entered into at Miami-Dade County, Florida, this _______ day of ______________________, 2018, by and between Miami-Dade County, a political subdivision of the State of Florida, hereinafter designated as the "COUNTY", whose mailing address is: c/o Miami-Dade Water and Sewer Department, P.O. Box 330316, Miami, Florida 33233-0316, and the VILLAGE OF EL PORTAL, FLORIDA a Florida municipal corporation, hereinafter designated as the "VILLAGE", whose mailing address is: 500 N.E. 87 Street, El Portal, Florida 33138.

WITNESSETH:

WHEREAS, the VILLAGE desires to install off-site sewer facilities within the public rights-of-way within the municipal jurisdiction of the VILLAGE, and

WHEREAS, the Miami-Dade Water and Sewer Department, hereinafter designated as the "DEPARTMENT", operates the sewer system owned by the COUNTY.

NOW, THEREFORE, in consideration of the mutual covenants entered into between the parties hereto to be made and performed and in consideration of the benefits to accrue to each of the respective parties, it is covenanted and agreed to as follows:

1. **SUBJECT PROPERTY.** The off-site project site is comprised of the public rights-of-way that are within the municipal jurisdiction of the Village of El Portal in Miami-Dade County, Florida, which is legally described in Exhibit "A" attached hereto and made a part hereof, hereinafter sometimes described as the "SUBJECT PROPERTY". The VILLAGE has requested to install sewer facilities within the SUBJECT PROPERTY and the COUNTY agrees to allow the VILLAGE to do so subject to the terms, covenants and conditions contained herein.

2. **WAIVER.** No delay or failure to exercise a right under this Agreement or any other Agreement shall impair or shall be construed to be a waiver thereof. No waiver or indulgence of any breach of this Agreement or series of breaches shall be deemed or construed as a waiver of any other breach of same or as voiding or altering any other obligation of the parties under this Agreement or any other Agreement. No order or directive given by the COUNTY or its agents shall be considered as waiving any portion of this Agreement unless done in writing by a person having actual authority to grant such waiver.

3. **VILLAGE ACKNOWLEDGMENT.** The VILLAGE hereby acknowledges and agrees that any right to connect the SUBJECT PROPERTY to the COUNTY'S sewer system is subject to the terms, covenants and conditions set forth in court orders, judgments, consent orders, consent decrees and the like entered into between the COUNTY and the United States, the State of Florida and/or any other governmental entity, including but not limited to, the Consent Decree entered on April 9, 2014, in the United States of America, State of Florida and State of Florida Department of Environmental Protection v. Miami-Dade County, Case No. 1:12-cv-24400-FAM, as well as all other current, subsequent or future enforcement and regulatory actions and proceedings.
4. **PROVISION OF SERVICE AND CONNECTION CHARGES.** The DEVELOPER intends to construct off-site sewer facilities within the SUBJECT PROPERTY property and requiring no service connections to the COUNTY’S water system with this Agreement. No building construction or connection is contemplated with this Agreement. Therefore, this Agreement contains no provision of service to the SUBJECT PROPERTY and no connection charges are due.

5. **POINTS OF CONNECTION.** The DEPARTMENT shall provide points of connection to the VILLAGE based on the project as specified in the Agreement. The VILLAGE shall provide plans for the DEPARTMENT’S review based on the points of connection. Points of connection shall not be changed without prior approval by the DEPARTMENT.

6. **DESIGN AND CONSTRUCTION OF FACILITIES.** The VILLAGE at its own cost and expense shall cause to be designed, constructed and installed all of the necessary sewer facilities provided for in this Agreement unless otherwise specified. The facilities shall include any and all gravity sewer mains, laterals, manholes, sewer force mains, public sewage pumping station and equipment, emergency generator, emergency generator building and equipment, and all appurtenances thereto for a complete installation. The final design and construction of the facilities shall meet the requirements set forth in the latest revision of the DEPARTMENT’S "Rules and Regulations" for water and sewer service, shall be in accordance with the latest revision of the DEPARTMENT’S "Design and Construction Standard Specifications and Details", and shall be subject to approval by the DEPARTMENT.

7. **SPECIAL CONDITION TO SERVICE.** The following sixteen (16) folios are vacant land and therefore will not be connected to sewer services under this Agreement:

<table>
<thead>
<tr>
<th>Folio Numbers</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>18-3101-045-0010</td>
<td>18-3206-023-0395</td>
</tr>
<tr>
<td>18-3101-045-0020</td>
<td>18-3206-023-0020</td>
</tr>
<tr>
<td>18-3112-072-0011</td>
<td>18-3112-071-0060</td>
</tr>
<tr>
<td>18-3101-031-0530</td>
<td>18-3101-020-0280</td>
</tr>
<tr>
<td>18-3101-029-0195</td>
<td>18-3101-020-0290</td>
</tr>
<tr>
<td>18-3101-019-0150</td>
<td>18-3101-031-0550</td>
</tr>
<tr>
<td>18-3206-022-0151</td>
<td>18-3207-049-0730</td>
</tr>
<tr>
<td>19-3207-049-0910</td>
<td>18-3207-049-0960</td>
</tr>
</tbody>
</table>

8. **INSPECTION.** The COUNTY shall have the right but not the obligation to make engineering inspections of all the construction work performed by the VILLAGE under the terms of this Agreement including private facilities not to be conveyed to the COUNTY. Such inspections shall not be construed to constitute any guarantee on the part of the COUNTY as to the quality and condition of materials and workmanship. Any inspections by the DEPARTMENT shall not relieve the VILLAGE of any responsibility for proper construction of said facilities in accordance with approved plans and specifications. Furthermore, any inspections by the DEPARTMENT shall not relieve the VILLAGE of responsibility for the quality and condition of materials and workmanship.
VILLAGE OF EL PORTAL SEPTIC TO GRAVITY SEWER SYSTEM CONVERSION, ID# 23824

9. **TESTS.** During construction and at the time when various tests are required, the COUNTY’s engineer or its authorized representative, together with the VILLAGE’s engineer and contractor, shall jointly be present to witness tests for determination of conformance with approved plans and specifications. The VILLAGE shall notify the COUNTY a minimum of twenty-four (24) hours in advance of the tests.

10. **CONSTRUCTION MEETINGS.** The COUNTY reserves the right to schedule construction meetings with the VILLAGE’s representatives (Engineer, Project Manager, Construction Superintendent and others) at a place designated by the COUNTY with respect to project related matters upon forty-eight (48) hours’ notice.

11. **SUBCONTRACTORS AND CONSULTANTS.** The COUNTY reserves the right, at any time, to bar any subcontractor or consultant employed by the VILLAGE from engaging in any sort of work or activity related to this Agreement, if such be in the interests of the COUNTY. In the event the COUNTY rejects any subcontractor or consultant, said subcontractor or consultant will immediately cease work on anything related to this Agreement. The VILLAGE shall not be entitled to compensation for any monies previously paid to any subcontractor or consultant if said subcontractor or consultant is rejected by the COUNTY.

12. **COMPLIANCE WITH ALL LAWS.** The VILLAGE, at its own cost and expense, shall comply with all applicable laws, statutes, rules, and ordinances in carrying out the activities contemplated herein.

13. **APPROVALS AND PERMITS.** The VILLAGE shall be fully responsible for obtaining all required approvals from all appropriate governmental and regulatory agencies and all necessary permits for all facilities contemplated in this Agreement. Notwithstanding anything else contained herein to the contrary, this Agreement shall not constitute or be interpreted as a waiver of any requirements of any other agency of Miami-Dade County and/or any requirements of the Code of Miami-Dade County. The VILLAGE is responsible for obtaining all permits as may be required for the work contemplated herein pursuant to the Code of Miami-Dade County.

14. **COUNTY AS PERMITTEE.** Certain federal, state and county agencies, including but not limited to the State of Florida Department of Transportation, the South Florida Water Management District, the U.S. Army Corps of Engineers and the Florida East Coast Railroad may require that the COUNTY be named as permittee for certain construction activities even though the VILLAGE or the VILLAGE’s contractor will actually perform the work. To insure that the COUNTY will incur no costs or liability as a result of being named permittee on such permits, the VILLAGE shall provide sufficient security as acceptable to the COUNTY which shall indemnify and protect the COUNTY from all claims, actions, judgments, liability, loss, cost and expense, including reasonable attorney’s fees, related to work performed by the VILLAGE pursuant to such permits. The security shall be furnished prior to the start of construction and shall be in an amount equal to the COUNTY’s cost estimate for the permit work. The VILLAGE shall have ninety (90) days to resolve any claims by a permittee, unless extended by agreement of the VILLAGE and the COUNTY. Otherwise, the DEPARTMENT shall be entitled to pay said claims from the security. The VILLAGE shall be liable for all costs in excess of the security.
15. **TELEMETERING CONSTRUCTION CONNECTION CHARGE.** The **VILLAGE** shall pay a sewer construction connection charge in the amount of fifteen thousand one hundred dollars ($15,100.00) for the installation by the **COUNTY** of telemetering equipment for two (2) sewage pumping stations to be constructed by or for the **VILLAGE**. The **DEPARTMENT** shall not, under any circumstances, render sewer service to the **SUBJECT PROPERTY** until such time as the construction connection charge(s) specified herein have been paid in full.

16. **TREATMENT AND TRANSMISSION CAPACITY.** In addition to the covenants and conditions set forth herein, sewer service to be rendered by the **COUNTY** is subject to the following:
   a. Issuance of a valid operation permit by the State of Florida for the **COUNTY’S** sewage treatment facility serving the **SUBJECT PROPERTY** which allows additional connections,
   b. Sufficient available capacity in the **COUNTY’S** sewer system and connection approval, as specified in paragraph 3 herein,

17. **FACILITIES EASEMENTS** If the facilities contemplated herein or any portion thereof are installed within private property outside of public right-of-way, the facilities shall be installed in the center of a fifteen (15) foot wide easement for sewer facilities, with a twenty-five (25) foot minimum vertical clearance above the finished grade. The **DEPARTMENT** shall have twenty-four (24) hour access to the easement for emergency purposes. If the facilities are not located in platted easements, then easements shall be granted to the **COUNTY** by the **VILLAGE** prior to the **COUNTY’S** rendition of sewer service to the **SUBJECT PROPERTY**. The **VILLAGE** may not place any pavers or other structures in an easement area which would prevent the **DEPARTMENT**, at its sole discretion, from making full use of the easement, and the **VILLAGE** shall remove same, at the **VILLAGE’S** cost, at the direction of the **COUNTY**. The **VILLAGE** may place pavers or other structures in the easement area if such pavers or other structures can be removed, with minimal effort by the **DEPARTMENT**, in the event that such pavers or other structures need to be removed in order for the **DEPARTMENT** to make use of the easement; the **VILLAGE** places such pavers or other structures in the easement area at its own risk, and the **DEPARTMENT** shall not be liable for any costs incurred by the **VILLAGE** in replacing any such pavers or other structures removed by the **DEPARTMENT**.

18. **CONNECTION/FRONTAGE BY OTHERS.** Parties other than the **VILLAGE** who own property, other than the **SUBJECT PROPERTY**, which has frontage to any gravity sewer main and/or sewer force main installed pursuant to this Agreement, may apply to the **COUNTY** for connections to said gravity sewer main and/or sewer force main. If said parties actually connect and/or abut said facilities, the **COUNTY** will impose a construction connection charge equal to twenty-nine dollars ($29.00) for the eight (8) inch gravity sewer main and thirty-two dollars ($32.00) for the eight (8) inch sewer force main, multiplied by the front foot length of the connecting/abutting property which fronts and/or abuts the main(s) as measured along the route of the main(s). The **COUNTY** will also impose construction connection charges on such other parties if said gravity sewer main and/or sewer force main is/are required, in accordance with guidelines and criteria established by the
DEPARTMENT, in order to provide adequate service for the fronting/abutting property. Said construction connection charges will not be required or collected from other parties for single-family residences occupied or under construction prior to the date of this Agreement. The COUNTY shall repay said construction connection charges to the VILLAGE within ninety (90) days of receipt of same. However, the COUNTY's liability for repayment to the VILLAGE shall be limited to those amounts actually collected from others. This provision shall remain in effect for a period of twelve (12) years from the date of the Absolute Bill of Sale for the gravity sewer main and/or sewer force main facilities constructed by the VILLAGE. Per annum simple interest as established and authorized by Section 687.01, Florida Statutes, will accrue on all construction connection charges from the date of the Absolute Bill of Sale for the gravity sewer main and/or sewer force main facilities constructed by the VILLAGE to the date of payment by the connecting/abutting party. The interest rate used shall be the rate established by Section 687.01, Florida Statutes, at the time of payment by the connecting/abutting party. It shall be the VILLAGE's responsibility to provide the COUNTY with current mailing addresses during the twelve (12) year period. In accordance with the DEPARTMENT'S "Schedule of Water and Wastewater Fees and Charges" the DEPARTMENT shall retain a "Developer Repayment Fee" currently in the amount of 2.5% of the gross repayment amount established herein. This fee is subject to revision by the Board of County Commissioners at any time. The fee percentage used will be the current rate at the time of the payment.

19. **SEWAGE PUMPING STATION JOINT USERS.** It is agreed that the sewage pumping stations and sewer force mains to be designed, constructed and installed to serve the SUBJECT PROPERTY may have capacity to serve properties other than the SUBJECT PROPERTY. Those developers or owners of other properties are hereinafter, referred to as "Pumping Station Joint Users". Pumping Station Joint User is hereby defined as any other developer, property owner, tenant or other party who utilizes a sewage pumping station installed by the VILLAGE pursuant to this Agreement. The COUNTY, upon entering into agreements with Pumping Station Joint Users, will endeavor to collect an amount equal to the Pumping Station Joint User's pro-rata share of the cost of said facilities based on the actual cost of construction of the sewage pumping station and sewer force main less a percentage of that cost derived by dividing the average daily rated gallonage required for the SUBJECT PROPERTY by the average daily rated gallonage design capacity of the sewage pumping station and sewer force main. The COUNTY'S standard formula for these computations shall be followed. The actual construction cost referred to above shall include the following items for each sewage pumping station:

- Cost of all materials installed by the VILLAGE,
- Cost of all labor required for the installation and related work, including the restorations of property,
- Ten percent (10%) of items a. and b. above to cover engineering, inspection and overhead costs,
- Seven thousand five hundred fifty dollars ($7,550.00) for telemetering fee,
- Less the COUNTY'S sewer force main oversizing credit, if any.

Per annum simple interest as established and authorized by Section 687.01, Florida Statutes, shall be applied to the total cost (Items a. to e. above) and
will accrue from the bill of sale date of the sewage pumping station and sewer force main facilities constructed by the VILLAGE to the date of payment by the Pumping Station Joint Users. The interest rate used shall be the rate established by Section 687.01, Florida Statutes, at the time of payment by the Pumping Station Joint Users.

The COUNTY shall use diligence in its efforts to collect the sums due from Pumping Station Joint Users. However, the COUNTY's liability to the VILLAGE for such repayments shall be limited to those amounts actually collected from Pumping Station Joint Users. The COUNTY shall repay to the VILLAGE those monies collected within ninety (90) days of receipt of same. This repayment provision shall remain in effect for twelve (12) years from the bill of sale date of the sewage pumping station constructed by the VILLAGE. It shall be the VILLAGE's responsibility to provide the COUNTY with current mailing addresses during the twelve (12) year period. In accordance with the DEPARTMENT'S "Schedule of Water and Wastewater Fees and Charges" the DEPARTMENT shall retain a "Developer Repayment Fee" currently in the amount of 2.5% of the gross repayment amount established herein. This fee is subject to revision by the Board of County Commissioners at any time. The fee percentage used will be the current rate at the time of the payment.

20. EMERGENCY GENERATOR JOINT USERS. It is agreed that the installation of the Generator to be designed, constructed and installed by the VILLAGE may have capacity to serve properties other than the SUBJECT PROPERTY in the East side basin. Those developers or owners of other properties are hereinafter, referred to as "Generator Joint Users". Generator Joint User is hereby defined as any other developer, property owner, tenant or other party who utilizes the East side PSPS. The property specified in the agreement with the developer who actually installed the PSPS, will be excluded from paying the charges specified herein. The COUNTY, upon entering into agreements with Generator Joint Users, will endeavor to collect an amount equal to the Generator Joint User's pro-rata share of the cost of the Generator, in addition to the actual cost of the proposed sewage pumping station, based on the actual cost of construction of the Generator less a percentage of that cost derived by dividing the average daily rated gallonage required for the SUBJECT PROPERTY by the average daily rated gallonage design capacity of the sewage pumping station and sewer force main to be installed by other parties. The COUNTY'S standard formula for these computations shall be followed. The actual construction cost referred to above shall include the following items:

a. Cost of all materials installed by the VILLAGE,
b. Cost of all labor required for the installation and related work, including the restorations of property,
c. Per annum simple interest as established and authorized by Section 687.01, Florida Statutes, shall be applied to the total cost (Items a. and b. above) and will accrue from the bill of sale date of the Generator constructed by the VILLAGE to the date of payment by the Generator Joint Users. The interest rate used shall be the rate established by Section 687.01, Florida Statutes, at the time of payment by the Generator Joint Users.
VILLAGE OF EL PORTAL SEPTIC TO GRAVITY SEWER SYSTEM CONVERSION, ID# 23824

The COUNTY shall use diligence in its efforts to collect the sums due from Generator Joint Users. However, the COUNTY's liability to the DEVELOPER for such repayments shall be limited to those amounts actually collected from Generator Joint Users. The COUNTY shall repay to the VILLAGE those monies collected within ninety (90) days of receipt of same. This repayment provision shall remain in effect for twelve (12) years from the date of the bill of sale of the Generator constructed by the VILLAGE. It shall be the VILLAGE's responsibility to provide the COUNTY with current mailing addresses during the twelve (12) year period. In accordance with the DEPARTMENT's "Schedule of Water and Wastewater Fees and Charges" the DEPARTMENT shall retain a "Developer Repayment Fee" currently in the amount of 2.5% of the gross repayment amount established herein. This fee is subject to revision by the Board of County Commissioners at any time. The fee percentage used will be the current rate at the time of the payment.

21. CONVEYANCE OF TITLE. Conveyance of all easements and fee simple title shall be by separate instruments in recordable form as approved by the COUNTY and shall be accompanied by a written opinion of title by an attorney licensed to practice law in the State of Florida, which states that the Property Owner is the owner of the property interest to be conveyed, subject only to liens, encumbrances and restrictions as are acceptable to the COUNTY. The opinion shall also state that upon execution by the Property Owner, a valid and enforceable easement and/or fee simple title will be vested to the COUNTY. The VILLAGE shall pay for all recording fees and for all documentary stamps. The VILLAGE shall provide to the COUNTY fee simple title or easement to the property on which the sewage pumping stations and the emergency generator, to be owned by the COUNTY, are situated, subject only to title exceptions and restrictions that are acceptable to the COUNTY. The land so conveyed shall be sufficient for proper operation by the COUNTY of said station and emergency generator. The details for all conveyances are specified herein. Failure of the VILLAGE to provide proper conveyances shall be cause for the COUNTY to refuse to render service to the SUBJECT PROPERTY.

22. DRAWINGS AND CONVEYANCE DOCUMENTS. Following completion of the sewer facilities contemplated herein for COUNTY ownership, the COUNTY shall provide a conveyance package for execution by the VILLAGE. The properly executed documents shall be delivered to and accepted by the COUNTY prior to the rendition of sewer service by the COUNTY. The VILLAGE shall pay for all recording fees and for all documentary stamps. These conveyances shall be accompanied by copies of paid bills and lien waivers, releases, or satisfaction from all persons who performed work on the SUBJECT PROPERTY and all persons who incorporate materials into the property, together with a breakdown of the actual cost of said facilities. Concurrently, the VILLAGE shall furnish the COUNTY with as-built drawings which meet the requirements set forth in the latest revision of the DEPARTMENT's "Rules and Regulations" and shall be in accordance with the latest revision of the DEPARTMENT's "Design and Construction Standard Specifications and Details", and shall be subject to approval by the DEPARTMENT. Approval by the COUNTY of all required documents and drawings shall constitute final acceptance by the COUNTY of said facilities. After final acceptance, the facilities shall remain at all times the sole, complete, and exclusive property of the COUNTY and under the exclusive control and operation of the COUNTY, and subject to Paragraph
23 hereinafter, the COUNTY shall be solely responsible for the payment of all costs associated with the maintenance and operation of the facilities.

23. **WARRANTY AND MAINTENANCE BOND.** The VILLAGE warrants that the sewer facilities to be owned by the COUNTY shall be free from defects in materials and workmanship for a period of one (1) year from final acceptance by the COUNTY. Simultaneously with the conveyance of the sewer facilities, the VILLAGE shall deliver to the COUNTY an executed maintenance bond or alternate security deposit acceptable to the DEPARTMENT, which guarantees the warranty. If it becomes necessary to repair and/or replace any of the facilities during the initial one (1) year period, then the warranty as to those items repaired and/or replaced shall continue to remain in effect for an additional period of one (1) year from the date of final acceptance by the COUNTY of those repairs and/or replacement. The bond shall be in the amount equal to the sum of those portions of the actual cost of construction of said facilities as follows:

<table>
<thead>
<tr>
<th>Types of Facilities</th>
<th>Percentage of Actual Construction Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gravity sewer mains</td>
<td>50</td>
</tr>
<tr>
<td>Sewage pumping stations, emergency generators and related facilities</td>
<td>100</td>
</tr>
</tbody>
</table>

The bonds shall have as the surety thereon only such surety company as is acceptable to the COUNTY and which is authorized to write bonds of such character and amount under the laws of the State of Florida. A surety company must have a Best's Key Rating Guide General Policyholder's Rating of "A" or better and a Financial Category of Class "V" or better or be acceptable to the COUNTY. The attorney-in-fact or other officer who signs a bond must file with such bonds a certified copy of his power-of-attorney authorizing him to do so. The Maintenance Bond may be written with the VILLAGE's contractor as "Principal" and the VILLAGE and the COUNTY as "Co-obligees" or the COUNTY as sole "Obligee". In the alternative, the VILLAGE may be named as "Principal" and the COUNTY as "Obligee". The Maintenance Bond shall remain in force for one (1) year following the date of final acceptance by the COUNTY of the work done pursuant to this Agreement to protect the COUNTY against losses resulting from any and all defects in materials or improper performance of work. If there is no building construction underway within the SUBJECT PROPERTY at the time of conveyance, the COUNTY shall have the right to require that the term of the Maintenance Bond be extended for a period not to exceed an additional two (2) years. Upon demand by the COUNTY, the VILLAGE shall cause to be corrected all such defects which are discovered within the warranty period or periods as set forth above, failing which the COUNTY shall make such repairs and/or replacements of defective work and/or materials and the VILLAGE and/or its Surety shall be liable to the COUNTY for all costs arising therefrom. The VILLAGE also warrants that it shall be solely responsible for the repair of any damages to said facilities caused by persons in its employment. This paragraph is subject to the limitations of Section 768.28, Florida Statutes.
24. **TERM OF AGREEMENT.** Both the **VILLAGE** and the **COUNTY** recognize that time is of the essence and that this Agreement shall be deemed null and void and unenforceable if the **VILLAGE** fails to comply with any of the following conditions, where applicable:

   a. After execution of this Agreement, work on the sewer facilities shall commence within three hundred sixty-five (365) days from the execution date. Work shall be considered to have commenced and be in active progress when engineering drawings are submitted to the DEPARTMENT for review and approval, and, upon the DEPARTMENT'S issuance of said approval, a full complement of workmen and equipment is present at the site to diligently incorporate materials and equipment into the construction of the sewer facilities throughout the day on each full working day, weather permitting.

   b. Once the **VILLAGE** commences work on the sewer facilities, said work cannot be suspended, abandoned, or not in active progress for a period exceeding three hundred sixty-five (365) days.

   c. The remedies specified herein are cumulative with and supplemental to any other rights which the **COUNTY** may have pursuant to the law or any other provision of this agreement.

25. **INDEMNIFICATION CLAUSE.** The **VILLAGE** shall indemnify and hold harmless the **COUNTY** and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the **COUNTY** or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of relating to or resulting from the performance of this Agreement by the **VILLAGE** or its employees, agents, servants, partners, principals, contractors and/or subcontractors. The **VILLAGE** shall pay subject to the limitations of Section 768.28 Florida Statutes, all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the **COUNTY**, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The **VILLAGE** expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the **VILLAGE** shall in no way limit the responsibility to indemnify, keep and save harmless and defend the **COUNTY** or its officers, employees, agents and instrumentalities as herein provided. The provisions in this clause shall survive the termination or expiration of this Agreement. This paragraph is subject to the limitations of Section 768.28, Florida Statutes.

26. **FORCE MAJEURE.** Should either party be prevented from performing any obligations herein, including but not limited to sewer service, due to or resulting from a force majeure or inevitable accident or occurrence, such party shall be excused from performance. As used herein, force majeure shall mean an act of God which includes but is not limited to sudden, unexpected or extraordinary forces of nature such as floods, washouts, storms, hurricanes, fires, earthquakes, landslides, epidemics, explosions or other forces of nature. Inevitable accidents or occurrences shall mean those which are unpreventable by either party and shall include but not be limited to strikes, lockouts, other
industrial disturbances, wars, blockades, acts of public enemies, insurrections, riots, federal, state, county and local governmental restraints and restrictions, military action, civil disturbances, explosions, conditions in federal, state, county and local permits, bid protests, manufacturing and delivery delays, unknown or unanticipated soil, water or ground conditions and cave-ins, or otherwise, and other causes reasonably beyond the control of either party, whether or not specifically enumerated herein.

27. USE OF FACILITIES BY COUNTY. The COUNTY reserves the right to make full use of the sewer facilities to be owned by the COUNTY as contemplated herein to serve other customers at any time.

28. JURISDICTION. With the execution of this Agreement, the VILLAGE certifies that the VILLAGE has municipal jurisdiction over the SUBJECT PROPERTY.

29. ASSIGNMENT OF AGREEMENT. No right to any sewer facility installation commitment provided for in this Agreement shall be transferred, assigned or otherwise conveyed to any other party without the express written consent of the Director of the DEPARTMENT or his designee except as noted below. The consent of the DEPARTMENT shall not be required in connection with the sale, lease or other conveyance of property or any residential units or commercial establishments to any party who will be the ultimate user of the property, including but not limited to a bona fide purchaser, lessee, resident or occupant. Consent, when required, shall not unreasonably be withheld by the DEPARTMENT. The VILLAGE shall remain liable to the COUNTY for all sums of money and all obligations due hereunder unless released in writing by the COUNTY.

30. ENTIRE AGREEMENT. This Agreement supersedes all previous agreements and representations, whether oral or written, between the VILLAGE and the COUNTY and made with respect to the matters contained herein and when duly executed constitutes the complete Agreement between the VILLAGE and the COUNTY.

31. NOTICE. All notices given pursuant to this Agreement shall be mailed by United States Postal Service registered or certified mail to the parties at the addresses specified on page 2 of this Agreement or addresses otherwise properly furnished.

32. RECORDING OF AGREEMENT. This Agreement is being recorded in the public records of Miami-Dade County, Florida, for the particular purpose of placing all owners and occupants, their successors and assigns, upon notice of the provisions herein contained. The VILLAGE shall pay all recording fees.

33. FLORIDA LAW. This Agreement shall be interpreted under Florida law. Venue for any litigation relating to this Agreement shall be had in Miami-Dade County, Florida.

34. SEVERABILITY. If any section, subsection, sentence, clause or provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected by such invalidity.
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officials as of the day and year above written.

WITNESSETH:

________________________
signature

________________________
print name

________________________
signature

________________________
print name

MIAMI-DADE COUNTY

By: _______________________
Nora Palou, New Business Contracting Officer
For: Lester Sola, Director
Miami-Dade Water and Sewer Department

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this ______ day of __________________, 2018, by Nora Palou, New Business Contracting Officer, for Lester Sola, Director, of the Miami-Dade Water and Sewer Department, who is personally known to me and did not take an oath.

________________________
Notary Public

________________________
print name

________________________
Serial Number
VILLAGE OF EL PORTAL, FLORIDA
A FLORIDA MUNICIPAL CORPORATION

By: ____________________________(SEAL) By: ____________________________(SEAL)

Village Clerk

Village Manager

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this ______ day of 
______________, 2018, by ______________________________, as Village Clerk,
and ______________________________, as Village Manager, of the Village of El Portal,
Florida, a Florida municipal corporation, on behalf of the municipality. They are personally
known to me or have produced ______________________________ as identification
and did/did not take an oath.

__________________________
Notary Public

__________________________  __________________________
print name  Serial Number

Approved for Legal Sufficiency:

__________________________
Assistant County Attorney
LEGAL DESCRIPTION

The subject property is comprised of the public rights-of-way that are within the municipal jurisdiction of the Village of El Portal, generally bounded by N.W. 91 Street and N.E. 90 Street on the north, F.E.C. railway and Biscayne Boulevard on the east, Little River Canal (C-7) and N.E. 83 Street on the south, and N.W. 5 Avenue on the west.
EXHIBIT "A" - 1
LOCATION SKETCH
SCALE: N.T.S
-THIS IS NOT A SURVEY-

VILLAGE OF EL PORTAL SEPTIC TO GRAVITY SEWER SYSTEM CONVERSION
AGNIT ID# 23824
FOLIO# SEE ATTACHED ENTIRE VILLAGE
MIAMI-DADE COUNTY SEC 01-53-41
JULY 17, 2018
RESOLUTION 2018 -17

PROPOSED MILLAGE RATE

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF EL PORTAL, FLORIDA OF MIAMI-DADE COUNTY, FLORIDA, ADOPTING THE TENTATIVE LEVYING OF AD VALOREM TAXES MILLAGE RATE OF 8.3 MILLS OF AD VALOREM TAXES FOR THE VILLAGE OF EL PORTAL, FLORIDA, AND IN ACCORDANCE WITH THE CHARTER, SECTION 4.05, FOR THE BUDGET FOR FISCAL YEAR 2017-2018; THE FIRST BUDGET HEARING WILL BE HELD ON TUESDAY, SEPTEMBER 11, 2018 AT 6:30PM AND THE SECOND BUDGET HEARING WILL BE HELD ON TUESDAY, SEPTEMBER 25, 2018 AT 6:30PM AT THE VILLAGE HALL, 500 NORTHEAST 87TH STREET; AND DIRECTING THE VILLAGE MANAGER TO FORWARD A COPY OF THIS RESOLUTION TO THE MIAMI-DADE COUNTY PROPERTY APPRAISER OFFICE; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, F.S. 200.065 requires the Village of El Portal to provide specific budgetary information to the Miami-Dade Property Appraiser including its proposed millage rate, its rolled-back millage rate and of the date, time, and place of the First and Final public hearings to be held to consider the proposed millage rate and the tentative budget for Fiscal Year commencing on October 1, 2018; and

WHEREAS, the Mayor and Village Council of the Village of El Portal, met on September 11, 2018, to review and consider the proposed budget, including recommendations pertaining to the proposed millage rate, rolled-back millage rate and the date, time and place of the First and Final public hearings to be held to consider the proposed millage rate and the tentative budget for the Fiscal Year commencing October 1, 2018; and

WHEREAS, the Village of El Portal has scheduled the first budget hearing to be held on Tuesday, September 11, 2018 at 6:30 pm and the final budget hearing to be held on Tuesday, September 25, 2018 at 6:30 pm at the Village Hall, 500 Northeast 87th Street; and

WHEREAS, the gross taxable value for operating purposes not exempt from taxation within Miami-Dade County has been estimated by the County Property Appraiser to the Village Manager of El Portal as $1,255,315.00.

NOW THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF EL PORTAL, FLORIDA, AS FOLLOWS:

Section 1. The foregoing Recitals are true and correct and are incorporated herein by this reference.
RESOLUTION 2018-17

PROPOSED MILLAGE RATE

Section 2. The Fiscal Year 2017-2018 proposed operating millage rate is 8.3 mills, which is greater than the rolled-back rate of 7.57 mills by 9.64%.

Section 3. The date, time and place of the first budget hearing to consider the proposed millage rate and tentative budget shall be September 11, 2018, commencing at 6:30 p.m. in the Village Hall, 500 NE 87th Street.

Section 4. The date, time and place of the final budget hearing to consider the proposed millage rate and tentative budget shall be September 25, 2018, commencing at 6:30 p.m. in the Village Hall, 500 NE 87th Street.

Section 5. The City Manager is hereby directed to do all things necessary to comply with the requirements of F.S. 200.065, including, but not limited to, the transmittal of the tentative taxing authority decisions contained within this resolution to the Property Appraiser's Office.

Section 6. This Resolution shall become effective immediately upon adoption hereof.

PASSED AND ADOPTED by the Village Council of the Village of El Portal Florida,
this ___ day of __________, 2018.

Claudia Cubillos, Mayor

ATTEST: ________________________________
Yenise Jacobi, Village Clerk

Approved as to form and legal sufficiency:
Interim Village Attorney

Law Offices of Norman C. Powell

By: ________________________________
Norman C. Powell, Esq.

Vote:
Councilperson Mathis: ___(Yes) ___(No)
Councilperson Dreher: ___(Yes) ___(No)
Councilperson Roman: ___(Yes) ___(No)
Vice Mayor Nickerson.: ___(Yes) ___(No)
Mayor Cubillos: ___(Yes) ___(No)
RESOLUTION 2018-17

PROPOSED MILLAGE RATE

I, Yenise Jacobi, Village Clerk of the Village of El Portal, Miami-Dade County, Florida, do hereby certify that this is a true and correct copy of Resolution No.: 2018-17 adopted on July __, 2018, as shown in the Official Records of the Village of El Portal, Miami-Dade County, Florida. Given under my hand and seal, this _______ day of ___________, 2018.

________________________________________
Yenise Jacobi
Village Clerk
RESOLUTION 2018 -18

NON-AD VALOREM TAX RATE

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF EL PORTAL, OF MIAMI-DADE COUNTY, FLORIDA, ADOPTING THE RATE FOR SOLID WASTE AND RECYCLING SERVICES IN THE VILLAGE OF EL PORTAL; (AS INDICATED IN ATTACHMENT “A”) IMPOSING SOLID WASTE AND RECYCLING ASSESSMENT FOR PROPERTY LOCATED WITHIN THE VILLAGE OF EL PORTAL FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2018; APPROVING THE RATE OF ASSESSMENT FOR THE BUDGET FOR FISCAL YEAR 2018-2019; AND DIRECTING THE VILLAGE MANAGER TO FORWARD A COPY OF THIS RESOLUTION TO THE MIAMI-DADE COUNTY PROPERTY APPRAISER OFFICE; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village of El Portal desires that Non-Ad Valorem Assessment for solid waste and recycling be printed on the TRIM notice sent out by the Miami-Dade Property Appraiser Office for fiscal year commencing on October 1, 2017; and

WHEREAS, the Mayor and Village Council of the Village of El Portal, met on September 25, 2018, to review and consider recommendations pertaining to the proposed Non-Ad Valorem Tax Rate; and

NOW, THEREFORE, BE IT RESOLVED THAT, BY THE VILLAGE COUNCIL OF THE VILLAGE OF EL PORTAL, FLORIDA the rates on “Attachment A” are hereby adopted.

Section 1. The foregoing Recitals are true and correct and are incorporated herein by this reference.

Section 2. The rates on Attachment “A” for solid waste and recycling services are hereby adopted by the Village Council.

Section 3. This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the Village Council of the Village of El Portal, Florida, this _______ day of ___________, 2018.
RESOLUTION 2018 -18

NON-AD VALOREM TAX RATE

PASSED AND ADOPTED by the Village Council of the Village of El Portal Florida,
this ___ day of __________, 2018.

Claudia Cubillos, Mayor

ATTEST: ____________________________
Yenise Jacobi, Village Clerk

Approved as to form and legal sufficiency:
Interim Village Attorney

Law Offices of Norman C. Powell

By: _________________________________
Norman C. Powell, Esq.

Vote:
Councilperson Mathis: ___(Yes)___(No)
Councilperson Dreher: ___(Yes)___(No)
Councilperson Roman: ___(Yes)___(No)
Vice Mayor Nickerson: ___(Yes)___(No)
Mayor Cubillos: ___(Yes)___(No)

I, Yenise Jacobi, Village Clerk of the Village of
El Portal, Miami-Dade County, Florida, do
hereby certify that this is a true and correct copy
of Resolution No.: 2018-18 adopted on July 24,
2018, as shown in the Official Records of the
Village of El Portal, Miami-Dade County,
Florida. Given under my hand and seal, this
___ day of __________, 2018.

Yenise Jacobi
Village Clerk
VILLAGE OF EL PORTAL, FLORIDA

RESOLUTION NO. 2018-19

A RESOLUTION OF THE VILLAGE COUNCIL OF EL PORTAL, FLORIDA GRANTING SPECIAL EXCEPTION FOR A PLACE OF ASSEMBLY, ENTERTAINMENT ESTABLISHMENT AND AN ALCOHOL BEVERAGE SERVICE ESTABLISHMENT WITHIN THE EXISTING BUILDING STRUCTURE AT 205 NE 87TH STREET IN ZONE 4, MAIN STREET ZONE, IN THE VILLAGE OF EL PORTAL KNOWN AS “THE SANCTUARY” ON APPLICATION BY THE SANCTUARY IN EL PORTAL, LP: PROVIDING FOR FINDINGS, PROVIDING FOR CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR VIOLATION OF CONDITIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, an application for Special Exception for a place of assembly, entertainment establishment and an alcohol beverage service establishment known as “The Sanctuary” has been submitted by Sanctuary in EL Portal, LP (“Applicant”) pursuant of Section 17.59 of the Village of El Portal Code of Ordinances; and

WHEREAS, an Ordinance to amend the hours of sale of alcohol beverages within the Village of El Portal has been proposed and approval is required for the operation of The Sanctuary as an alcohol beverage establishment; and

WHEREAS, the existing structure that will serve as the location for The Sanctuary was previously used as a religious facility; and

WHEREAS, the proposed mixed-use project is located in Transect Zone 4 – Main Street Zone of the Village of El Portal and consists of small scale mixed-use development with a range of building types; and

WHEREAS, the application proposes a development comprising of re-using and making modifications to the existing building to house approximately 10,617 square feet of office use, 2,713 square feet of retail space, a 3,524 square-foot restaurant, and approximately 4,776 square feet of multi-purpose event space with a capacity of 308 people for concerts, lectures, and other events within the pre-existing and renovated church structure of the property; and

WHEREAS, in order to achieve the proposed development, the application requests a special exception; and,

WHEREAS, in accordance with Section 17-64 of the Village Code, the Village Council noticed public hearings for May 15, 2018 at 7:00 P.M. and June 26, 2018 at 7:00 P.M. at Village Hall, 500 N.E. 87th Street, El Portal, Florida 33138 and all interested parties have had the
opportunity to address their comments to the Village Council;

WHEREAS, in accordance with Section 17-64 of the Village Code, the Planning and Zoning Committee held a public hearing on May 15, 2018 at 7:00 P.M. at Village Hall, 500 N.E. 87th Street, El Portal, Florida 33138, which conducted a public hearing and recommended approval of the application to the Village Council; and

WHEREAS, the Village Council has considered the application, the requirements of Section 17-59 Requirements and Procedures for Site Plan and Special Exceptions of the Village of El Portal Code of Ordinances, the recommendation of the Planning and Zoning, comments from consultants, and public comments; and

WHEREAS, the Village Council finds that the proposed project has met the standards and conditions set forth in Section 17-59 Requirements And Procedures for Site Plan and Special Exceptions of the Village of El Portal Code of Ordinances; and

WHEREAS, the Village Council has considered the possible impact the proposed project may have on the community and required a follow-up study including an updated traffic report within a year of issuance of the first Certificate of Use to ascertain the impact of the project on its surrounding neighborhood.

NOW THEREFORE, BE IT DULY RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF EL PORTAL, FLORIDA, AS FOLLOWS:

Section 1. Recitals.

The foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct and are made a specific part of this Resolution.

Section 2. Finding.

In accordance with Section 17-59 of the Village Code, the Village Council finds that the proposed Site Plan to re-use and modify the existing building to provide for approximately 10,617 square feet of office use, 2,713 square feet of retail space, a 3,524 square foot restaurant, and approximately 4,776 square feet of multi-purpose event space with a capacity of 308 people for concerts, lectures, and other events:

A. prevents adverse visual impacts and the impact of intensity of the proposed use of adjacent lands; and

B. provides sufficient setbacks, open space, and landscaping in order to protect and enhance the appearance and character of the neighborhood; and

C. can be accommodated by the existing community roads, services, and utilities, or the necessary additions are provided by the Applicant; and.
D. provides sufficient parking and loading facilities so that it will not be necessary to use the streets in the vicinity for this purpose.

Section 3. Grant.

The Village Council hereby grants Special Exception for a place of assembly, entertainment establishment and an alcohol beverage service establishment to The Sanctuary in El Portal LP, owner of the property located at 205 NE 87th Street, El Portal, Florida 33138.

Section 4. Conditions.

The Special Exception is granted with the condition that the following items are met prior to issuance of a Building Permit:

A. payment of the Village’s costs in the amount of $20,360.50; and.

B. building permits and related approvals must be obtained from the Building Official prior to commencement of construction; and

C. grant of this special exception does not in any way create a right on the part of the Applicant to obtain a permit from a state or federal agency and does not create liability on the part of the Village for approval if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of federal or state law; and

D. all applicable state and federal permits must be obtained before commencement of construction; and

E. a follow-up study, including an updated traffic report, shall be conducted one year after issuance of the first Certificate of Use to ascertain the impact of the project on the neighborhood and to adjust the hours of operation of the events to be consistent with the intent of Chapter 13 of the Village of El Portal Code (2018).

F. applicant acknowledges that the proposed re-development of The Sanctuary is meant to be an economic catalyst for the Village of El Portal 2nd Avenue Corridor and for the residents residing within the area. As such, Applicant agrees to aspire to have tenants and/or businesses included within the tenants of the development that are local in nature from the South Florida area or that promote the arts and/or vision of the Village of El Portal Comprehensive Plan.

G. this Resolution shall be recorded with the County Recorder’s Office, Miami-Dade County Clerk of the Court.
Section 5. Appeal.

The Applicant or any aggrieved property owner may appeal the decision of the Village Council by filing a Writ of Certiorari to the Circuit Court of Miami-Dade County, Florida, in accordance with the Florida Rules of Appellate Procedure.

Section 6. Violation of Conditions.

Failure to adhere to the terms and conditions contained in this Resolution in Section 4, if any, shall be considered a violation of this Resolution and persons found violating the conditions shall be subject to the penalties prescribed by the Village Code, including but not limited to, the revocation of any of the approval(s) granted in this Resolution. The Applicant understands and acknowledges that it must comply with all other applicable requirements of the Village Code before it may commence construction or operation, and that the foregoing approval in this Resolution may be revoked by the Village at any time upon a determination that the Applicant is in non-compliance with the Village Code.

Section 7. Effective Date.

This Resolution shall take effect immediately upon adoption.
PASSED AND ADOPTED by the Village Council of the Village of El Portal Florida, this ___ day of __________, 2018.

________________________
Claudia Cubillos, Mayor

ATTEST: _______________________
Yenise Jacobi, Village Clerk

Approved as to form and legal sufficiency:
Interim Village Attorney

By: __________________________
Norman C. Powell, Esq.

Vote:

Councilperson Mathis: __________ (Yes) ______ (No)
Councilperson Dreher: __________ (Yes) ______ (No)
Councilperson Roman: __________ (Yes) ______ (No)
Vice Mayor Nickerson: __________ (Yes) ______ (No)
Mayor Cubillos: __________ (Yes) ______ (No)

I, Yenise Jacobi, Village Clerk of the Village of El Portal, Miami-Dade County, Florida, do hereby certify that this is a true and correct copy of Resolution No.: 2018-___ adopted on July___, 2018, as shown in the Official Records of the Village of El Portal, Miami-Dade County, Florida. Given under my hand and seal, this ______ day of ______, 2018.

________________________
Yenise Jacobi
Village Clerk
VILLAGE OF EL PORTAL, FLORIDA

RESOLUTION NO. 2018-20

A RESOLUTION OF THE VILLAGE COUNCIL OF EL PORTAL, FLORIDA GRANTING SITE PLAN APPROVAL FOR A MIXED-USE PROJECT AT 205 NE 87TH STREET IN ZONE 4, MAIN STREET ZONE, IN THE VILLAGE OF EL PORTAL KNOWN AS “THE SANCTUARY” ON APPLICATION BY THE SANCTUARY IN EL PORTAL, LP: PROVIDING FOR FINDINGS, PROVIDING FOR CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR VIOLATION OF CONDITIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, an application for Site Plan Approval has been submitted by Sanctuary in El Portal, LP (“Applicant”) pursuant of Section 17.53 of the Village of El Portal Code of Ordinances; and

WHEREAS, the proposed mixed-use project is located in Transect Zone 4 – Main Street Zone of the Village of El Portal and consists of small scale mixed-use development with a range of building types; and

WHEREAS, the application proposes a development comprising of re-using and making modifications to the existing building to house approximately 10,617 square feet of office use, 2,713 square feet of retail space, a 3,524 square-foot restaurant, and approximately 4,776 square feet of multi-purpose event space with a capacity of 308 people for concerts, lectures, and other events within the pre-existing and renovated church structure of the property; and

WHEREAS, in order to achieve the proposed development, the application requests a site plan approval; and,

WHEREAS, in accordance with Section 17-64 of the Village Code, the Village Council noticed public hearings for May 15, 2018 at 7:00 P.M. and June 26, 2018 at 7:00 P.M. at Village Hall, 500 N.E. 87th Street, El Portal, Florida 33138 and all interested parties have had the opportunity to address their comments to the Village Council;

WHEREAS, in accordance with Section 17-64 of the Village Code, the Planning and Zoning Committee held a public hearing on May 15, 2018 at 7:00 P.M. at Village Hall, 500 N.E. 87th Street, El Portal, Florida 33138 and recommended approval of the application to the Village Council; and

WHEREAS, the Village Council has considered the application, the requirements of Section 17-53 Requirements and Procedures for Site Plan Review of the Village of El Portal Code of Ordinances, the recommendation of the Planning and Zoning, comments from
consultants, and public comments; and

WHEREAS, the Village Council finds that the proposed project has met the standards and conditions set forth in Section 17-53 Requirements and Procedures for Site Plan Review of the Village of El Portal Code of Ordinances; and

WHEREAS, the Village Council has considered the possible impact the proposed project may have on the community and requires a follow-up study including an updated traffic report within a year of issuance of the first Certificate of Use to ascertain the impact of the project on its surrounding neighborhood.

NOW THEREFORE, BE IT DULY RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF EL PORTAL, FLORIDA, AS FOLLOWS:

Section 1. Recitals.

The foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct and are made a specific part of this Resolution.

Section 2. Finding.

In accordance with Section 17-53 of the Village Code, the Village Council finds that the proposed Site Plan to re-use and modify the existing building to provide for approximately 10,617 square feet of office use, 2,713 square feet of retail space, a 3,524 square foot restaurant, and approximately 4,776 square feet of multi-purpose event space with a capacity of 308 people for concerts, lectures, and other events:

A. prevents adverse visual impacts and the impact of intensity of the proposed use of adjacent lands; and

B. provides sufficient setbacks, open space, and landscaping in order to protect and enhance the appearance and character of the neighborhood; and

C. can be accommodated by the existing community roads, services, and utilities, or the necessary additions are provided by the Applicant; and

D. provides sufficient parking and loading facilities so that it will not be necessary to use the streets in the vicinity for this purpose.

Section 3. Grant.

The Village Council hereby approves the Site Plan proposed by The Sanctuary in El Portal, LP, owner of the property located at 205 NE 87th Street, El Portal, Florida 33138.

The Site Plan to re-use and modify the existing building to provide for approximately 10,617 square feet of office use, 2,713 square feet of retail space, a 3,524 square foot restaurant, and
approximately 4,776 square feet of multi-purpose event space with a capacity of 308 people for
concerts, lectures, and other events is attached and incorporated herein as Exhibit "A" entitled
The Sanctuary as submitted for hearing on June 21, 2017, including all subsequent revisions is
hereby approved.

Section 4. Conditions.

The Site Plan is approved with the condition that the following items are met prior to issuance of a building permit:

A. Submittal of a landscape plan, irrigation plan and vegetative survey which meet Miami-Dade County Code Chapter 18A requirements; and

B. Payment of the Village’s costs in the amount of $20,360.50; and

C. Building permits and related approvals must be obtained from the Village’s Building Official prior to commencement of construction; and

D. Approval of this Site Plan does not in any way create a right on the part of the Applicant to obtain a permit from a state or federal agency and does not create liability on the part of the Village for approval if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of federal or state law; and.

E. All applicable state and federal permits must be obtained before commencement of construction; and

F. The open space located in the northeast portion of the Property, identified as "Future Valet Overflow Parking" on the Site Plan and Valet Parking plan included in the plan set entitled "The Sanctuary of El Portal" by Barretta & Brewer Associates, Inc., consisting of 20 sheets, shall not be paved and shall be maintained as an open grass or otherwise landscaped area; and

G. Applicant will maintain 5% of the lot area minimum green space requirement;

H. Applicant will maintain a shared driveway width combining ingress and egress at a maximum of twenty (20) feet at the Property Line; and

I. This Resolution shall be recorded with the County Recorder’s Office, Miami-Dade County Clerk of the Court.
Section 5. Appeal.

The Applicant or any aggrieved property owner may appeal the decision of the Village Council by filing a Writ of Certiorari to the Circuit Court of Miami-Dade County, Florida, in accordance with the Florida Rules of Appellate Procedure.

Section 6. Violation of Conditions.

Failure to adhere to the terms and conditions contained in this Resolution in Section 4, if any, shall be considered a violation of this Resolution and persons found violating the conditions shall be subject to the penalties prescribed by the Village Code, including but not limited to, the revocation of any of the approval(s) granted in this Resolution. The Applicant understands and acknowledges that it must comply with all other applicable requirements of the Village Code before it may commence construction or operation, and that the foregoing approval in this Resolution may be revoked by the Village at any time upon a determination that the Applicant is in non-compliance with the Village Code.

Section 7. Effective Date.

This Resolution shall take effect immediately upon adoption.
PASSED AND ADOPTED by the Village Council of the Village of El Portal Florida, this _____
day of __________, 2018.

____________________
Claudia Cubillos, Mayor

ATTEST: _______________________
Yenise Jacobi, Village Clerk

Approved as to form and legal sufficiency:
Interim Village Attorney

By: _______________________
Norman C. Powell, Esq.

Vote:

Councilperson Mathis: _____ (Yes) _____ (No)
Councilperson Dreher:  _____ (Yes) _____ (No)
Councilperson Roman:  _____ (Yes) _____ (No)
Vice Mayor Nickerson:  _____ (Yes) _____ (No)
Mayor Cubillos:  _____ (Yes) _____ (No)

I, Yenise Jacobi, Village Clerk of the Village of El Portal, Miami-Dade County, Florida, do hereby certify that this is a true and correct copy of Resolution No.: 2018-___ adopted on July ___, 2018, as shown in the Official Records of the Village of El Portal, Miami-Dade County, Florida. Given under my hand and seal, this _____ day of __________, 2018.

____________________
Yenise Jacobi
Village Clerk
VILLAGE OF EL PORTAL
PLANNING AND ZONING
500 NE 87th Street
El Portal, FL 33138
PHONE 305-795-7880 FAX 305-795-7884

APPLICANT: The Sanctuary in El Portal LP
SUBJECT 205 NE 87th Street – Mixed-use Project
ADDRESS: APPLICATION: 2018-PZ-005 – Zoning Site Plan Review and Special Exception – The Sanctuary

PUBLIC HEARING(s):
1. Planning and Zoning Board (PZB)
2. Village Council Meeting

DATE AND TIME:
May 15, 2018; 7:00 pm | July 24, 2018; 7:00 pm

2018-PZ-005
Zoning Special Exception – The Sanctuary

1. Application:
The Applicant is requesting a site plan approval for a mixed-use project and a special exception for a "PLACE OF ASSEMBLY / ENTERTAINMENT ESTABLISHMENT AND AN ALCOHOL BEVERAGE SERVICE ESTABLISHMENT" within the existing building structure at 205 NE 87TH STREET, which pursuant to Article III, USES Z4 SECTION of the Code of Ordinances Chapter 24, Appendix B: Form Based Code requires approval by process of special exception.

A special exception is processed pursuant of Section of Section 17.59 - requirements, which requires council approval within the zone 4 (Z4) main street.

2. Property History:
The current structure was built in 1952 as a religious facility – as permitted under 'Sec. 24-6, - Zone SP semi-public and public district, now Zone 4 of the Code of Ordinances. The building was most recently being used as a religious facility for the Methodist Church. The property spans the entire block from north to south, with a principal front setback (the front of the building) facing NE 2nd Avenue and secondary front setbacks facing NE 88th Street to the north and NE 87th Street to the south.

Transect Zone Description.
Zone 4 - Main Street Zone
Zone 4 consists of small scale mixed-use development with a range of building types.

Existing Building Condition.
According to the survey there is an existing structure previously used as a religious facility with an area of 27,494 square feet.
3. APPLICATION REQUEST:
(a) Applicant Request.
Applicant wants to re-use and make modifications to the existing building to house approximately 10,617 square feet of office use, 2,713 square feet of retail space, a 3,524 square-foot restaurant, and approximately 4,776 square feet of multi-purpose event space with a capacity of 308 people for concerts, lectures, and other events within the pre-existing and renovated church structure on the Property.
In considering the use for Special Exception, the Village Council must especially take into account that events and activities do not exceed the noise volume permitted by the Village’s noise ordinance, in particular regarding the abutting residential properties east of the Sanctuary. To ensure privacy for these residents, a continuation of the existing wood privacy fence is proposed along the entire east side of the project site.

(b) Code of Ordinances Special Exception Requirements Chapter 24, Appendix B, Article III. USES Entertainment Establishment in Zone 4 requires Special Exception.

(c) SEC. 24-B.8. DEFINITIONS OF BUILDING FUNCTION: USES

(1) **Commercial: Entertainment Establishment:** A place of business serving the amusement and recreational needs of the community. Such facilities may include, but not limited to: cinemas, billiard parlors, teen clubs, dance halls, or video arcades. Uses not included: Entertainment Establishment, adult.

(2) **Commercial: Place of Assembly:** A commercial facility for public assembly including, but not limited to: arenas, auditoriums, conference facilities, convention centers, exhibition halls, major sports facilities, theaters and performing arts centers, and the like.

(3) **Commercial: Alcohol Beverage Service Establishment:** Alcohol beverage service establishments may include, but are not limited to: bars, taverns, cocktail lounges, nightclubs or supper clubs.

3. STAFF RECOMMENDATION: APPROVAL WITH CONDITIONS.
Pursuant of Sec. 17-59 Requirements And Procedures For Site Plan and Special Exception, the application is compliant with the standards and conditions set forth in the section.

Therefore, approval is recommended for the Site Plan Review of this mixed-use project and to grant Special Exception for "PLACE OF ASSEMBLY, ENTERTAINMENT ESTABLISHMENT AND AN ALCOHOL BEVERAGE SERVICE ESTABLISHMENT," with the following conditions:

1) A follow-up study, including an updated traffic report, to be conducted one year after issuance of the first Certificate of Use to ascertain the impact of the project
on the neighborhood and to adjust the hours of operation of the events to be consistent with the intent of Chapter 13 of the Village of El Portal Code (2018).

2) The open space located in the northeast portion of the Property, identified as "Future Valet Overflow Parking" on the Site Plan and Valet Parking plan included in the plan set entitled "The Sanctuary of El Portal" by Barretta & Brewer Associates, Inc., consisting of 20 sheets, shall not be paved and shall be maintained as an open grass or otherwise landscaped area.

3) The Applicant acknowledges that the proposed re-development of The Sanctuary is meant to be an economic catalyst for the Village of El Portal 2nd Avenue Corridor and for the residents residing within the area. As such, the Applicant agrees to aspire to have tenants and/or businesses included within the tenants of the development that are local in nature from the South Florida area or that promote the arts and/or vision of the Village of El Portal Comprehensive Plan.
GENERAL VALET PARKING NOTES:
1. CARS PARKED, UTILIZING FULL SERVICE VALET
2. ANGLED PARKING / 60 DEGREE, 90 DEGREE & LINEAR
2.1. DIMENSIONS ASSUMPTIONS: 8' WIDE X 15'-18' LONG
2.2. EXISTING SPACES ARE MARKED 9' ON CENTER.
2.3. VALET WILL PARK CARS 1' CLOSER.
2.4. NO PARKING ON SWALES OR PUBLIC R.O.W.
3. TOTAL PARKING PROVIDED USING VALET = 119
REFER ACI 318-2014 SECTION 7.7.1
MIN. COVERAGE REINF. CONC. EXPOSED TO WEATHER 1-1/2 MIN. COVERAGE REINF.
CONC. NOT EXPOSED TO WEATHER 1"

(2) #5 BAR
CONC. POST

#6 BAR
6"
1 1/2"
3 1/8"
6" 6" 7/8" 7/8" 7/8"

POST & PANEL TYPICAL CONNECTIONS
N.T.S.

- 2.1" x 12" x 57" PRECAST PANEL
W/3-9GA (0.146") HORIZ. & W/1-9GA VERT. @ 12" O.C. MIN. COVERAGE 3/4"
PRECAST PANEL REFER TO ACI 318-2014, SEC. 7.7.3

NOTES:
1. ALL CONC. USED IN THE CAST IN OP ALL WALL COMPONENT INCLUDING POSTS, PANELS, CAPS, ETC. BE 4000 PSI AT 28 DAYS
2. ALL REINFORCING STEEL USED TO BE ASTM A-60, FY=60,000 PSI
3. CONCRETE USED IN FOOTING MAY BE 3000 PSI
4. DESIGN ACCORDING TO FBC 2014-8TH EDITION ABCE 7 WIND SPEED 155 MPH, EXP. "C"

WALL & POST ELEVATION VIEW
SCALE: 1/8" = 1'-0"

S-1
VILLAGE OF EL PORTAL, FLORIDA

ORDINANCE NO. 2018-04

CODE AMENDMENT FOR ALCOHOLIC BEVERAGES

AN ORDINANCE OF THE VILLAGE OF EL PORTAL, FLORIDA, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 3: ALCOHOLIC BEVERAGES, SEC. 3-1.-HOURS OF SALE, PROVIDING FOR UPDATED HOURS OF SALE; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICTS, REPEALER, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, Chapter 3: Alcoholic Beverages, Sec. 3-1.-Hours of sale, of the Village of El Portal Code of Ordinances, currently prohibits the sale, services or offer to sell or serve any beer, wine or alcoholic beverage for the consumption on premises of businesses holding a valid alcoholic beverage license from the state which permits the sale for consumption on the premises of alcoholic beverages as a Use on Mondays through Saturdays between the hours of 7:00 a.m. and 2:00 a.m., and on Sundays from 12:00 noon to 2:00 a.m.; and

WHEREAS, the Village desires to aid and encourage the Village's economic vitality and the growth and success of businesses within the Village; and

WHEREAS, the Village of El Portal desires to amend Chapter 3: Alcoholic Beverages, Sec. 3-1.-Hours of sale, of the Village of El Portal Code of Ordinances in order to allow all businesses holding a state and beverage license to sell or serve alcoholic beverages on Monday through Saturday between the hours of 9a.m. and 12a.m., and on Sunday from 10a.m. to 12a.m. in Zone 4 and on Monday through Saturday between the hours of 7a.m. and 2a.m. and on Sunday from 9a.m. to 2a.m. in Zone 5, and with the opportunity to do so; and
NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF EL PORTAL, FLORIDA:

SECTION 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

SECTION 2. The provisions and language currently contained in Chapter 3 - Alcoholic Beverages, Sec. 3-1. - Hours of Sale, of the Village of El Portal Code of Ordinance is hereby amended to read as set forth below:

CHAPTER 3 - Alcoholic Beverages

Sec. 3-1. - Hours of Sale

It shall be unlawful lawful for the holder of a license to sell intoxicating liquors and beverages containing alcohol, wines and beers, at retail, for consumption on the premises, on Mondays through Saturdays between the hours of 7:00 9:00 a.m. and 2:00 12:00 a.m., and on Sundays from 12:00 noon 12:00 a.m. to 2:00 12:00 a.m. in Zone 4 and on Mondays through Saturdays between the hours of 7:00 a.m. and 2:00 a.m., and on Sundays from 9:00 a.m. to 2:00 a.m. in Zone 5. An area of consumption would include a cocktail lounge, nightclub or bar.

SECTION 3. All ordinances or parts of ordinances in conflict herewith or inconsistent herewith, are hereby repealed, but only insofar as such ordinances may be inconsistent or in conflict with this Ordinance.

SECTION 4. If any section, part of section, paragraph, clause, phrase or word of this Ordinance is declared invalid, the remaining provisions of this Ordinance shall not be affected.

SECTION 5. It is the intention of the Village Council that the provisions of this Ordinance shall become and be made a part of Ordinance No. 2018-04 as amended and known as the "Code of Ordinances" of the Village of El Portal, Florida, which provisions may be renumbered or re-lettered and the word ordinance be changed to "section", "article", or other appropriate word to accomplish such intention.

SECTION 6. If the Official Code of Ordinances of the Village of El Portal Tables of Contents or other reference portions is affected by these provisions, then changes are approved as a part of this Ordinance.

SECTION 7. This ordinance shall become effective____ 2018.
PASSED AND ADOPTED by the Village Council of the Village of El Portal Florida, this ___ day of __________, 2018.

Claudia Cubillos, Mayor

ATTEST: ___________________________
Yenise Jacobi, Village Clerk

Approved as to form and legal sufficiency:
Interim Village Attorney

By: ______________________________
Norman C. Powell, Esq.

Vote:

Councilperson Mathis: _____(Yes) _____(No)
Councilperson Dreher: _____(Yes) _____(No)
Councilperson Roman: _____(Yes) _____(No)
Vice Mayor Nickerson: _____(Yes) _____(No)
Mayor Cubillos: _____(Yes) _____(No)

I, Yenise Jacobi, Village Clerk of the Village of El Portal, Miami-Dade County, Florida, do hereby certify that this is a true and correct copy of Resolution No.: 2018-__ adopted on April __, 2018, as shown in the Official Records of the Village of El Portal, Miami-Dade County, Florida. Given under my hand and seal, this _____ day of __________, 2018.

______________________________
Yenise Jacobi
Village Clerk