

NB 18. DISCUSS APPROVED DEAUVILLE FINES AND LAWSUIT SETTLEMENT  
Applicable Area:

# MIAMI BEACH

## COMMITTEE MEMORANDUM

TO: Finance and Economic Resiliency Committee Members  
FROM: Eric Carpenter, City Manager  
DATE: June 11, 2025  
TITLE: DISCUSS APPROVED DEAUVILLE FINES AND LAWSUIT SETTLEMENT

### **RECOMMENDATION**

The City Administration ("Administration") recommends that the Finance and Economic Resiliency Committee ("FERC" or "Committee") discuss this item and provide input.

The Administration recommends that while the FERC evaluates a one-time grant program to utilize 30% of the fines collected from the Deauville settlement, it also carefully considers several critical factors that will significantly impact the General Fund budget, beginning in FY 2026:

1. The City's increasing unfunded capital improvement program
2. Long-term General Fund financial projections indicating a potential shortfall in upcoming fiscal years
3. The passage of Amendment 5 in November 2024, which increases the homestead exemption and further constrains the growth of taxable property values

These considerations are essential to ensure that decisions regarding a one-time grant program to utilize 30% of the fines collected from the Deauville settlement align with the City's broader long-term financial stability and strategic priorities. If the Committee recommends funding a one-time grant program to utilize 30% of the fines collected from the Deauville settlement, the Administration recommends it be considered as part of the FY 2026 budget process.

### **BACKGROUND/HISTORY**

On April 23, 2025, Commissioner Tanya Bhatt sponsored a resolution (item C7AU) to approve the Deauville Fines and Lawsuit Settlement. The resolution was pulled from the consent agenda for discussion. Among several discussion topics, Commissioner Dominguez requested that 30% of fines be utilized for a one-time resident grant program to assist in funding repairs/special assessments to surrounding residential buildings.

The Mayor and City Commission ("City Commission") referred the grant program to FERC for discussion.

### **ANALYSIS**

The Deauville settlement was for \$6.3 million. Of this amount \$841,797 will cover outstanding utility bills and \$87,409 will cover outstanding city invoices/licensing, court fees, etc. The remaining amount of \$5,371,052 of the settlement is related to the special magistrate fines. See attached Exhibit A Deauville Settlement Agreement Financial Breakdown.

Per Resolution 2016-29500, attached as Exhibit B, no less than twenty percent (20%) of all one-time unrestricted capital payments to the City of \$500,000 or more, including, but not limited to, payments

received through lease renegotiations, money judgements from lawsuits, audit findings, or any other lump sum payments shall be deposited to a trust fund for capital or acquisition costs associated with mass transit excluding reasonable costs and any capital replacement costs associated with the transaction that resulted in the receipt of the one-time cash payment.

Twenty percent (20%) of the fines of \$5,371,052 is \$1,074,210, leaving a remaining \$4,296,841. If FERC recommends thirty percent (30%) of the fines be utilized for a one-time resident grant program to assist in funding repairs/special assessments to surrounding residential buildings, this will amount to \$1,289,052. These fines would be recognized as revenue to the City in FY 2025 and would become a surplus for the General Fund. Any General Fund surplus, according to the City of Miami Beach Comprehensive Financial Policies under consideration, states:

**Use of General Fund Fiscal Year End Surplus** – After fully funding the General Fund reserve goals, the City shall transfer to the Capital Reserve Fund 50% of the annual General Fund revenues in excess of expenditures with the remaining 50% to be transferred to either the Capital Renewal and Replacement Fund or Pay-As-You-Go Capital Fund.

The Administration wants to reemphasize the large unfunded capital program that could use this funding infusion including the possible “purchase” of the 7605 Collins Avenue building for \$6.53 million to create a Marine Science Education Center and Museum that the Commission approved at the May 2025 Commission meeting for consideration during the FY 2026 budget process.

## **FISCAL IMPACT STATEMENT**

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### **Does this Ordinance require a Business Impact Estimate?** (FOR ORDINANCES ONLY)

The Business Impact Estimate (BIE) was published on .

See BIE at: <https://www.miamibeachfl.gov/city-hall/city-clerk/meeting-notice/>

## **FINANCIAL INFORMATION**

### **CONCLUSION**

The City Administration (“Administration”) recommends that the Finance and Economic Resiliency Committee (“FERC” or “Committee”) discuss this item and provide input.

### **Applicable Area**

North Beach

### **Is this a “Residents Right to Know” item, pursuant to City Code Section 2-17?**

No

### **Is this item related to a G.O. Bond Project?**

No

**Was this Agenda Item initially requested by a lobbyist which, as defined in Code Sec. 2-481, includes a principal engaged in lobbying?** No

If so, specify the name of lobbyist(s) and principal(s):

**Department**

Finance

**Sponsor(s)**

Commissioner Laura Dominguez  
Commissioner Tanya K. Bhatt

**Co-sponsor(s)**

**Condensed Title**

DISCUSS APPROVED DEAUVILLE FINES AND LAWSUIT SETTLEMENT



Exhibit A

**Deauville Settlement Agreement Financial Breakdown**

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	6625 Indian Creek Drive	6701 Collins Avenue	Totals
Utility Bills Due	\$ 126,567	\$ 714,972	\$ 841,539
City Invoices/Licensing/Misc.	3,855	83,555	87,409
Sub-total	<u>\$ 130,422</u>	<u>\$ 798,527</u>	<u>\$ 928,949</u>
Special Magistrate Fines/Other	\$ 117,064	\$ 5,253,988	\$ 5,371,052
	<u>\$ 247,485</u>	<u>\$ 6,052,515</u>	<u>\$ 6,300,000</u>

**20% of Fines for Transit: \$ 1,074,210**

\*per Resolution 2016-29500

**Net Fines Available: \$ 4,296,841**

**30% of Fines: \$ 1,289,052**

RESOLUTION NO. 2016-29500

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE FINANCE AND CITYWIDE PROJECTS COMMITTEE ESTABLISHING A REQUIREMENT THAT NO LESS THAN TWENTY PERCENT (20%) OF ALL ONE-TIME UNRESTRICTED CAPITAL PAYMENTS TO THE CITY OF \$500,000.00 OR MORE, INCLUDING, BUT NOT LIMITED TO, PAYMENTS RECEIVED THROUGH LEASE RE-NEGOTIATIONS, MONEY JUDGEMENTS FROM LAWSUITS, AUDIT FINDINGS, OR ANY OTHER LUMP SUM PAYMENTS SHALL BE DEPOSITED TO A TRUST FUND FOR CAPITAL OR ACQUISITION COSTS ASSOCIATED WITH MASS TRANSIT, EXCLUDING REASONABLE COSTS AND ANY CAPITAL REPLACEMENT COSTS ASSOCIATED WITH THE TRANSACTION THAT RESULTED IN THE RECEIPT OF THE ONE-TIME CASH PAYMENT.

WHEREAS, Transportation Trust Funds are established by governmental entities in order to facilitate the creation, operation, and maintenance, including capital and operating costs, of mass transit and other transportation facilities within an area, including fixed mass transit routes, local circulator/trolley routes, waterborne mass transit, and public parking garages for transit enhancement purposes; and

WHEREAS, Transportation Trust Fund monies can be expended as a local share of the cost of an eligible project undertaken or developed by other governmental entities or through public-private partnerships; and

WHEREAS, funding for transportation projects in the City, both in terms of capital and operating budgets, is currently provided from various sources; and

WHEREAS, for Fiscal Year 2015/16, the existing funding sources for transportation projects are projected to generate approximately \$13.2 Million in revenues towards the Transportation Department's budget; and

WHEREAS, the existing funding sources alone are not sufficient to fund future transportation projects identified in the City's Transportation Master Plan Project Bank adopted by the City Commission on April 13, 2016; and

WHEREAS, pursuant to Resolution No. 2006-26341, the City will use one-time, non-recurring revenue for capital expenditures or one-time expenditures and not to subsidize recurring personnel, operations, and maintenance cost; and

WHEREAS, creating new funding sources for transportation would reduce the need to use non-transportation-related funding sources such as Parking Fees (Year End Surplus) and, as a result, make those monies available to address the need for additional parking garages throughout the City; and

WHEREAS, given the needs of the Parking Department for parking garages, especially at intercept locations, it is not recommended that Fees in Lieu of Parking (i.e. similar to funds

collected through parking ratio reductions) be committed to the Transportation Trust Fund, but rather that the use of these funds be reviewed each year as part of the review of competing priorities during the annual budget development process; and

**WHEREAS**, creating a Transportation Fund was discussed at the May 11, 2016 Finance and Citywide Projects Committee (FCWPC); and

**WHEREAS**, at the Finance and Citywide Projects Committee (FCWPC) meeting, the Committee passed a motion recommending that the Administration create a City of Miami Beach Transportation Trust Fund to provide funding for public transportation improvements in the City; and

**WHEREAS**, this item was further discussed at the June 17, 2016 FCWPC meeting; and

**WHEREAS**, at the meeting, the FCWPC made a motion to require that 20% of one-time capital contributions should be deposited to a Transportation Capital Trust Fund; and

**WHEREAS**, the FCWPC recognized that the funds generated on an annual basis may not be large, but over time, the funds would accumulate, with other existing sources that would provide funding for projects over time; and


**WHEREAS**, in addition, the FCWPC directed that dedicating a percentage of the general fund budget for Transportation operating and maintenance expenses should be considered as part of the FY2016/17 budget development process; and


**WHEREAS**, at the July 13, 2016 City Commission meeting, the Mayor and City Commission adopted the recommendation of the FCWPC.

**NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA**, that the Mayor and City Commission hereby accept the recommendation of the FCWPC establishing a requirement that no less than twenty percent (20%) of all one-time unrestricted capital payments to the City of \$500,000.00 or more, including, but not limited to, payments received through lease negotiations, money judgments from lawsuits, audit findings, or any other lump sum payments shall be deposited to a trust fund for capital or acquisition costs associated with mass transit excluding reasonable costs and any capital replacement costs associated with the transaction that resulted in the receipt of the one-time cash payment.

PASSED and ADOPTED this 13<sup>th</sup> day of July, 2016.

ATTEST:

  
Rafael E. Grando, City Clerk

  
Philip Levine, Mayor

1) A20200202 (Rev. 04/17) Prepared and Adopted by the FCWPC in accordance with the Transportation Trust Fund Ordinance.

APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION

  
City Attorney

12/12/16  
Date

# COMMISSION ITEM SUMMARY

<p><b>Condensed Title:</b></p> <p><b>A RESOLUTION ACCEPTING THE RECOMMENDATION OF THE FINANCE AND CITYWIDE PROJECTS COMMITTEE ESTABLISHING A REQUIREMENT THAT NO LESS THAN TWENTY PERCENT (20%) OF ALL ONE-TIME UNRESTRICTED CAPITAL PAYMENTS TO THE CITY OF \$600,000.00 OR MORE, INCLUDING, BUT NOT LIMITED TO, PAYMENTS RECEIVED THROUGH LEASE RENEGOTIATIONS, MONEY ADJUSTMENTS FROM LAWSUITS, AUDIT FINDINGS, OR ANY OTHER LUMP SUM PAYMENTS SHALL BE DEPOSITED TO A TRUST FUND FOR CAPITAL OR ACQUISITION COSTS ASSOCIATED WITH MASS TRANSIT EXCLUDING REASONABLE COSTS AND ANY CAPITAL REPLACEMENT COSTS ASSOCIATED WITH THE TRANSACTION THAT RESULTED IN THE RECEIPT OF THE ONE-TIME CASH PAYMENT.</b></p>								
<p><b>Key Intended Outcome Supported:</b></p> <p>Enhance Comprehensive Mobility Addressing All Modes Throughout The City</p>								
<p><b>Supporting Data (Surveys, Environmental Scan, etc.):</b> N/A</p>								
<p><b>Item Summary:</b></p> <p>Currently, funding for transportation projects in the City, both in terms of capital and operating budgets, is provided from various sources listed below:</p> <ul style="list-style-type: none"> <li>City's share of the County Half Cent Transit Surtax (People's Transportation Plan (PTP) proceeds.</li> <li>1% Resort Tax Quality of Life</li> <li>Parking Fees (Year End Surplus)</li> <li>Transportation Congestion Mitigation</li> <li>Fees in Lieu of Parking</li> <li>Advertising Revenues</li> <li>Grants</li> </ul> <p>For Fiscal Year 2015/16, the above funding sources are projected to generate approximately \$13.2 Million in revenues towards the Transportation Department's budget. These sources alone, however, are not sufficient to fund future transportation projects identified in the City's Transportation Master Plan Project Bank adopted by the City Commission on April 13, 2016, including the Miami Beach Light Rail Transit/Modern Streetcar project and potential future extensions of the system and the Intelligent Transportation System/Smart Parking System Project. Additionally, creating new funding sources for transportation would reduce the need to use non-transportation-related funding sources such as Parking Fees (Year End Surplus) and, as a result, make those monies available to address the need for additional parking garages throughout the City.</p> <p>The City of Miami recently adopted an ordinance establishing a Transportation Trust Fund. Staff conducted an analysis of the City of Miami Ordinance which consists of:</p> <ul style="list-style-type: none"> <li>Capitol contributions of no less than 20 percent of any unrestricted one-time cash payments to the city of \$600,000.00 or more, including, but not limited to, payments received through lease re-negotiations, money judgments from lawsuits, audit findings, or any other lump sum payments.</li> <li>Operation and maintenance contribution each fiscal year of no less than 0.25%</li> <li>Garage contributions</li> </ul> <p><b>Finance and Citywide Projects Committee</b></p> <p>This item was discussed at the June 17, 2016 Finance and Citywide Projects Committee meeting (FCWPC). The FCWPC made a motion to require that 20% of one-time unrestricted capital contributions should be deposited to a Transportation Capital Trust Fund. It was recognized that the funds generated on an annual basis may not be large, but over time, the funds would accumulate, with other existing sources that would provide funding for projects over time. Further, the FCWPC directed that dedicating a percentage of the general fund budget for Transportation operating and maintenance expenses should be considered as part of the FY2016/17 budget development process.</p> <p>Given the needs of the Parking Department for parking garages, especially at intercept locations, it is not recommended that Fees in Lieu of Parking (i.e. similar to funds collected through parking rate reductions) be committed to the Transportation Trust Fund, but rather that the use of these funds be reviewed each year as part of the review of competing priorities during the annual budget development process.</p>								
<p><b>Advisory Board Recommendation:</b></p>								
<p><b>Financial Information:</b></p> <table border="1"> <thead> <tr> <th>Source of Funds</th> <th>Amount</th> <th>Account</th> </tr> </thead> <tbody> <tr> <td>OBPI</td> <td>Total</td> <td></td> </tr> </tbody> </table>			Source of Funds	Amount	Account	OBPI	Total	
Source of Funds	Amount	Account						
OBPI	Total							
<p><b>Financial Impact Summary:</b></p>								
<p><b>City Clerk's Office Legislative Tracking:</b></p> <p>Jose R. Gonzalez, P.E.</p>								
<p><b>Sign-Off:</b></p> <table border="1"> <thead> <tr> <th>Department Director</th> <th>Assistant City Manager</th> <th>City Manager</th> </tr> </thead> <tbody> <tr> <td>JRG <i>[Signature]</i></td> <td>KGB <i>[Signature]</i></td> <td>AJM <i>[Signature]</i></td> </tr> </tbody> </table>			Department Director	Assistant City Manager	City Manager	JRG <i>[Signature]</i>	KGB <i>[Signature]</i>	AJM <i>[Signature]</i>
Department Director	Assistant City Manager	City Manager						
JRG <i>[Signature]</i>	KGB <i>[Signature]</i>	AJM <i>[Signature]</i>						



AGENDA ITEM 878  
DATE 7-13-16

# MIAMI BEACH

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

## COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: July 13, 2016

SUBJECT: A RESOLUTION ACCEPTING THE RECOMMENDATION OF THE FINANCE AND CITYWIDE PROJECTS COMMITTEE ESTABLISHING A REQUIREMENT THAT NO LESS THAN TWENTY PERCENT (20%) OF ALL ONE-TIME UNRESTRICTED CAPITAL PAYMENTS TO THE CITY OF \$500,000.00 OR MORE, INCLUDING, BUT NOT LIMITED TO, PAYMENTS RECEIVED THROUGH LEASE RE-NEGOTIATIONS, MONEY JUDGEMENTS FROM LAWSUITS, AUDIT FINDINGS, OR ANY OTHER LUMP SUM PAYMENTS SHALL BE DEPOSITED TO A TRUST FUND FOR CAPITAL OR ACQUISITION COSTS ASSOCIATED WITH MASS TRANSIT EXCLUDING REASONABLE COSTS AND ANY CAPITAL REPLACEMENT COSTS ASSOCIATED WITH THE TRANSACTION THAT RESULTED IN THE RECEIPT OF THE ONE-TIME CASH PAYMENT

### BACKGROUND

Transportation Trust Funds are established by governmental entities in order to facilitate the creation, operation, and maintenance, including capital and operating costs, of mass transit and other transportation facilities within an area, including fixed mass transit routes, local circulator/trolley routes, waterborne mass transit, and public parking garages for transit enhancement purposes. Further, it is intended that transportation trust fund monies can be expended as a local share of the cost of an eligible project undertaken or developed by other governmental entities or through public-private partnerships.

This item was briefly discussed at the May 11, 2016 Finance and Citywide Projects Committee (FCWPC). At the meeting, the Committee passed a motion recommending that the Administration create a City of Miami Beach Transportation Fund to provide funding for public transportation improvements in the City.

Currently, funding for transportation projects in the City, both in terms of capital and operating budgets, is provided from various sources. Pursuant to Resolution No. 2006-26341 (Attachment A), the City will use one-time, non-recurring revenue for capital expenditures or one-time expenditures and not to subsidize recurring personnel, operations, and maintenance cost.

Current funding sources for transportation projects and whether the funds are used for capital or operating expenses are listed below.

- City's share of the County Half Cent Transit Surtax (People's Transportation Plan (PTP) proceeds. Approximately \$3.8 Million per year are provided on a recurring basis and are used to fund a portion of the operations of trolley services in Miami Beach. In addition to the North Beach Loop, once the Mid-Beach Loop, Collins Link, and South Beach Trolley are

implemented, trolley services are anticipated to cost approximately \$12.5 Million per year. With the implementation of the Light Rail/Modern Streetcar project, it is anticipated that approximately \$3 Million per year will be used for the Streetcar project.

- 1% Resort Tax Quality of Life – Transportation (45% split): The 1% Resort Tax Quality of Life Funds are split between South Beach/Mid Beach/North Beach Capital projects, the Arts, and Transportation with 45% of the 1% going to Transportation (approximately \$ 5.7 Million per year). These funds are recurring on an annual basis and used to fund the balance of trolley operations, Professional Services (i.e., rotational contracts for traffic engineering and transportation planning services on an as-needed basis at approximately \$300,00 per year); Traffic Management and Monitoring Services at approximately \$540,000 per year; other Contractual Services such as, Mystery Rider program, Special Event shuttle service, trolley customer service, and the Transportation Department's personnel operating budget (i.e., salaries/wages, insurances, pension, office supplies, etc.). It should be noted that once the Intelligent Transportation System/Smart Parking System is fully implemented over the next couple of years, the operation and maintenance costs are projected up to \$2 Million per year.
  - Parking Fees (Year End Surplus): Approximately \$4 Million from excess parking funds (revenues - expenditures) at the end of each year are used to augment the Transportation Department's annual operating budget for the following year.
  - Transportation Concurrency Mitigation: These are one-time/non-recurring revenues limited to use for Transportation capital expenditures that increase Transportation capacity, including the Miami Beach Light Rail/Modern Streetcar Environmental Analysis.
  - Fees in Lieu of Parking: These are fees that can be used for increasing parking capacity and, after 2010, for transportation improvements. Pursuant to the City Code, funds generated by the fee-in-lieu program collected after March 20, 2010, can be used for transportation improvements including:
    - Transit capital funding for buses, bus shelters and transit infrastructure
    - Traffic improvements for signals, signal timing and lane modifications
    - Bicycle facilities
    - Intelligent transportation systems
    - Pedestrian improvements and facilities
    - Other parking, transportation and mobility related capital projects as may be specifically approved by the City Commission
    - In addition, transit operational funding for newly introduced transportation enhancements and program expansion (limited to operational, nonadministrative costs only, i.e., drivers, fuel, maintenance and insurance) may be included if expressly approved by the City Commission.
- A portion of these funds are recurring annually but most are one-time payments used for one-time expenditures only. Use of these funds for transportation competes with the need for parking garages throughout the City.
- Advertising Revenues: Approximately \$78,000 per year is generated by the sale of advertising space on the interior and exterior of the City's Trolley vehicles. Additionally, approximately \$700,000 per year are generated by bus shelter advertising through a revenue sharing contract with Clear Channel, Inc.

- Grants: Capital and Operating funds received from federal and state discretionary grant programs are used to off-set funding from various sources above, as appropriate.

For Fiscal Year 2015/16, the above funding sources are projected to generate approximately \$13.2 Million in revenues towards the Transportation Department's budget. These sources alone, however, are not sufficient to fund future transportation projects identified in the City's Transportation Master Plan Project Bank adopted by the City Commission on April 13, 2016 (Attachment B), including the Miami Beach Light Rail Transit/Modern Streetcar project and potential future extensions of the system and the Intelligent Transportation System/Smart Parking System Project.

Additionally, creating new funding sources for transportation would reduce the need to use non-transportation-related funding sources such as Parking Fees (Year End Surplus) and, as a result, make those monies available to address the need for additional parking garages throughout the City.

**ANALYSIS**

The City of Miami recently adopted an ordinance establishing a Transportation Trust Fund (Attachment B). Staff conducted an analysis of the City of Miami Ordinance. Below is a synopsis of the City of Miami Ordinance.

City of Miami Ordinance	
(Ord. No. 13568, § 1, 10-22-15)	
a. Capital Contribution	No less than 20 percent of any unrestricted one-time cash payments to the city of \$500,000.00 or more, including, but not limited to, payments received through lease re-negotiations, money judgments from lawsuits, audit findings, or any other lump sum payments, shall be reserved in this trust fund for capital or acquisition costs associated with mass transit. The one-time payments for purposes of this section shall not include reasonable costs and any capital replacement costs associated with the transaction that resulted in the receipt of the one-time cash payment. Additionally, 20 percent of all unrestricted cash contributions to the public benefits trust fund, as defined in chapter 92, article XIV of the City Code and Section 3.14 of the Miami 21 Code, the zoning ordinance of the city, as amended, shall be reserved for the same trust fund purpose, with the exception of the cash contributions to the public benefit trust fund for affordable/workforce housing as defined in subsection 62-64(2)(c) of the City Code and Section 3.14.4(a)(3) of the Miami 21 Code. If any unrestricted one-time cash payment to the city of \$500,000.00 or more is to be paid in installments, the capital contribution shall be no less than 20 percent of each installment as it is received by the city. These funds may be carried over to the succeeding fiscal year.

b. Operation & Maintenance Contrib.	Each fiscal year, no less than one-quarter of one percent (0.25%) of the city's general fund operating budget shall be reserved in this trust fund for operation and maintenance costs associated with mass transit. These funds shall, to the extent possible to meet the one-quarter of one percent (0.25%) minimum, primarily consist of transportation related restricted funds eligible for said purpose not already allocated for other expenditures. The administration shall look to earmarked transportation funding, inclusive of Local Option Gas Tax ("LOGT") funding. These funds may be carried over to the succeeding fiscal year.
c. Garage Contribution	All funds collected through parking ratio reductions pursuant to Article 4, Table 4 of the Miami 21 Code, as amended, shall be reserved in this trust fund for capital or acquisition costs associated with the creation of new public parking garages operated by the department of off-street parking. These funds may be carried over to the succeeding fiscal year.

The City of Miami Ordinance also provides that "Nothing in this section shall be construed as limiting the ability to reserve funds in excess of the abovementioned minimums. Expenditures from this trust fund shall require a 4/5ths vote of the entire membership of the City Commission upon a written recommendation from the City Manager. This article shall not be construed to take funds from any of the established parking trust funds in this article."

#### Finance and Citywide Projects Committee

This item was discussed at the June 17, 2016 Finance and Citywide Projects Committee meeting (FCWPC). The FCWPC made a motion to require that 20% of one-time capital contributions should be deposited to a Transportation Capital Trust Fund. It was recognized that the funds generated on an annual basis may not be large, but over time, the funds would accumulate, with other existing sources that would provide funding for projects over time.

Further, the FCWPC directed that dedicating a percentage of the general fund budget for Transportation operating and maintenance expenses should be considered as part of the FY2016/17 budget development process.

Given the needs of the Parking Department for parking garages, especially at intercept locations, it is not recommended that Fees in Lieu of Parking (i.e. similar to funds collected through parking ratio reductions) be committed to the Transportation Trust Fund, but rather that the use of these funds be reviewed each year as part of the review of competing priorities during the annual budget development process.

#### CONCLUSION

The Administration recommends approval of the resolution accepting the recommendation of the Finance and Citywide Projects Committee establishing a requirement that no less than twenty percent (20%) of all one-time unrestricted capital payments to the City of \$500,000.00 or more, including, but no limited to, payments received through lease re-negotiations, money judgements from lawsuits, audit finding, or any other lump sum payments shall be deposited to a trust fund for capital or acquisition costs associated with mass transit excluding reasonable costs and any capital



Commission Memorandum -- Accepting the Recommendation of the FCWPC establishing a Transportation Trust Fund  
July 13, 2016  
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replacement costs associated with the transaction that resulted in the receipt of the one-time cash payment.

Attachments:

- A: City of Miami Ordinance
- B: City of Miami Beach Resolution No. 2006-26341
- C: Transportation Master Plan Project Bank

  
JLM/KGB/CGR/JRG

T:\AGENDA\2016\July\Transportation\Accepting the recommendation of the FCWPC establishing a requirement that no less than twenty percent of all one-time unrestricted capital payments shall be deposited to a trust fund.docx

# MIAMI BEACH

## COMMISSION MEMORANDUM

TO: Honorable Mayor and Members of the City Commission

FROM: City Attorney Ricardo J. Dopico

DATE: April 23, 2025

TITLE: A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA APPROVING A SETTLEMENT AGREEMENT BETWEEN, ON THE ONE HAND, THE CITY OF MIAMI BEACH, AND ON THE OTHER HAND, THE DEAUVILLE PARTIES, CONSISTING OF TMG 67 COMMUNITIES, LLC, A DELAWARE LIMITED LIABILITY COMPANY, DEAUVILLE ASSOCIATES, LLC, A FLORIDA LIMITED LIABILITY COMPANY, DEAUVILLE HOTEL PROPERTY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, AND DEAUVILLE HOTEL HOLDINGS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, PURSUANT TO WHICH (1) THE DEAUVILLE PARTIES SHALL PAY TO THE CITY ALL AMOUNTS CURRENTLY DUE IN RESPECT OF CERTAIN VIOLATIONS AGAINST THE PROPERTIES LOCATED AT 6701 COLLINS AVENUE AND 6625 INDIAN CREEK DRIVE AS SPECIFIED IN THE SETTLEMENT AGREEMENT, (2) THE PARTIES SHALL AGREE TO DISMISS THEIR RESPECTIVE CLAIMS IN THE LAWSUIT STYLED CITY OF MIAMI BEACH VS. DEAUVILLE ASSOCIATES, LLC ET AL., CASE NO. 2019-003653, AND (3) THE DEAUVILLE PARTIES SHALL FILE A NOTICE OF VOLUNTARY DISMISSAL OF THE APPEAL STYLED DEAUVILLE ASSOCIATES, LLC VS. THE CITY OF MIAMI BEACH, CASE NO. 2024-66-AP-01; AND FURTHER, AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE THE SETTLEMENT AGREEMENT IN THE FORM ATTACHED TO THIS RESOLUTION TOGETHER WITH ANY DOCUMENTS ANCILLARY THERETO INCLUDING, WITHOUT LIMITATION, AN ESCROW AGREEMENT, IN SUCH FORM AS IS APPROVED BY THE CITY ATTORNEY.

### **RECOMMENDATION**

### **BACKGROUND/HISTORY**

### **ANALYSIS**

The Resolution and Settlement Agreement to be submitted via Supplemental Agenda.

### **FISCAL IMPACT STATEMENT**

N/A

**Does this Ordinance require a Business Impact Estimate?**  
(FOR ORDINANCES ONLY)

**If applicable, the Business Impact Estimate (BIE) was published on:**

See BIE at: <https://www.miamibeachfl.gov/city-hall/city-clerk/meeting-notices/>

**FINANCIAL INFORMATION**

**CONCLUSION**

**Applicable Area**

Citywide

**Is this a "Residents Right to Know" item,  
pursuant to City Code Section 2-17?**

No

**Is this item related to a G.O. Bond  
Project?**

No

**Was this Agenda Item initially requested by a lobbyist which, as defined in Code Sec. 2-481,  
includes a principal engaged in lobbying?** No

If so, specify the name of lobbyist(s) and principal(s):

**Department**

City Attorney

**Sponsor(s)**

Commissioner Tanya K. Bhatt

**Co-sponsor(s)**

**Condensed Title**

Approve Deauville Fines and Lawsuit Settlement. (Bhatt) CA

**Previous Action (For City Clerk Use Only)**

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA APPROVING A SETTLEMENT AGREEMENT BETWEEN, ON THE ONE HAND, THE CITY OF MIAMI BEACH, AND ON THE OTHER HAND, THE DEAUVILLE PARTIES, CONSISTING OF TMG 67 COMMUNITIES, LLC, A DELAWARE LIMITED LIABILITY COMPANY, DEAUVILLE ASSOCIATES, LLC, A FLORIDA LIMITED LIABILITY COMPANY, DEAUVILLE HOTEL PROPERTY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, AND DEAUVILLE HOTEL HOLDINGS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, PURSUANT TO WHICH (1) THE DEAUVILLE PARTIES SHALL PAY TO THE CITY ALL AMOUNTS CURRENTLY DUE IN RESPECT OF CERTAIN VIOLATIONS AGAINST THE PROPERTIES LOCATED AT 6701 COLLINS AVENUE AND 6625 INDIAN CREEK DRIVE AS SPECIFIED IN THE SETTLEMENT AGREEMENT, (2) THE PARTIES SHALL AGREE TO DISMISS THEIR RESPECTIVE CLAIMS IN THE LAWSUIT STYLED CITY OF MIAMI BEACH VS. DEAUVILLE ASSOCIATES, LLC ET AL., CASE NO. 2019-003653, AND (3) THE DEAUVILLE PARTIES SHALL FILE A NOTICE OF VOLUNTARY DISMISSAL OF THE APPEAL STYLED DEAUVILLE ASSOCIATES, LLC VS. THE CITY OF MIAMI BEACH, CASE NO. 2024-66-AP-01; AND FURTHER, AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE THE SETTLEMENT AGREEMENT IN THE FORM ATTACHED TO THIS RESOLUTION TOGETHER WITH ANY DOCUMENTS ANCILLARY THERETO INCLUDING, WITHOUT LIMITATION, AN ESCROW AGREEMENT, IN SUCH FORM AS IS APPROVED BY THE CITY ATTORNEY.

**WHEREAS**, TMG 67 Communities, LLC, a Delaware limited liability company ("TMG") and Deauville Associates, LLC, a Florida limited liability company ("DALLC") hold fee simple title to the property located at 6701 Collins Avenue and identified by Miami-Dade County Folio No. 02-3211-007-0420 (the "Hotel Property"), within the City; and

**WHEREAS**, DALLC holds fee simple title to the property located at 6625 Indian Creek Drive and identified by Miami-Dade County Folio No. 02-3211-007-1800 (the "Garage Property"), within the City; and

**WHEREAS**, on February 5, 2019, the City filed a lawsuit in the 11<sup>th</sup> Judicial Circuit in and for Miami-Dade County Florida, Case No. 19-03653 (the "Demolition by Neglect Suit"), against DALLC, Deauville Hotel Property, LLC ("DHP") and Deauville Hotel Property, LLC ("DHH") (collectively, DALLC, DHP and DHH, the "Deauville Defendants") and Ocean Bank, a Florida banking corporation ("Ocean Bank"), asserting causes of action against the Deauville Defendants for violations of Section 118-532(g) of the Code of Ordinances of the City of Miami Beach (the "Code") and failure to remit resort taxes and requesting injunctive relief as well as the appointment of a receiver; and

**WHEREAS**, Ocean Bank filed a Motion to Dismiss which was ultimately rendered moot because its mortgage on the Hotel Property was satisfied on March 25, 2020; and

**WHEREAS**, thereafter, the City obtained leave of court to file an amended complaint to include additional causes of action, including for breach of contract arising out of unpaid utility bills, and seeking additional injunctive relief; and

**WHEREAS**, the Deauville Entities filed counterclaims against the City in the Demolition by Neglect Suit seeking declaratory relief relating to the applicability of Section 118-532(g), among other causes of action; and

**WHEREAS**, following various inspections resulting in a determination that the building located at the Hotel Property had deteriorated to such an extent (for reasons disputed by the parties) that the building must be demolished, on January 19, 2022, the Building Official for the City of Miami Beach entered an Emergency Demolition Order; and

**WHEREAS**, the Hotel Property was demolished on November 13, 2022 rendering moot some of the relief sought by the City in the Demolition by Neglect Suit; and

**WHEREAS**, the City's claims for unpaid utility bills and the Deauville Entities' claims challenging the City's North Beach Local Historic District Ordinance and its applicability to the Hotel Property remain pending in the Demolition by Neglect Suit; and

**WHEREAS**, on Demolition by Neglect Suit has been stayed pending mediation pursuant to orders issued by Judge Thomas J. Rebull on February 19, 2023, January 19, 2024 and March 5, 2025; and

**WHEREAS**, the Hotel Property is the subject of Zoning Violation No. ZV2020-03121, and Special Magistrate Case No. SMC2020-01415 (the "Demolition by Neglect Violation"); and

**WHEREAS**, the Special Magistrate for the City of Miami Beach imposed a fine of \$5,000 per day for each day of non-compliance commencing as of March 1, 2021 due to DALLC's failure to cure the Demolition by Neglect Violation; and

**WHEREAS**, on October 22, 2022, the Special Magistrate granted DALLC's request to stop fines; and

**WHEREAS**, on January 3, 2024, the City requested that the fines be reimposed due to DALLC's failure to close its demolition permit and submit an affidavit of compliance, as required; and

**WHEREAS**, an affidavit of compliance was received by the Special Magistrate on May 8, 2024 reflecting that the permit had been closed on April 5, 2024 and the fines were stopped as of April 5, 2024; and

**WHEREAS**, the City holds a lien against the Hotel Property recorded in Official Record Book 32982, Page 3713 of the Public Records of Miami-Dade County, stemming from the Demolition by Neglect Violation (the "Demolition by Neglect Lien"); and

**WHEREAS**, the fines levied as a result of the Demolition by Neglect Violation and the interest accrued thereon represent substantial sums; and

**WHEREAS**, the Owners sought, but the Special Magistrate denied, mitigation of the fines and interest accrued as a result of the Demolition by Neglect Violation; and

**WHEREAS**, the Owners filed a notice of administrative appeal of the Special Magistrate's decision to deny mitigation in the case styled *Deauville Associates, LLC vs. the City of Miami Beach*, Case No. 2024-66-AP-01 (Fla. 11th Cir. Ct.) (the "Appeal"); and

**WHEREAS**, as of April 30, 2025, the total amount owed by the Owners with respect to the Demolition by Neglect Violation will be \$5,218,803.36, including interest through April 30, 2025 (the "Demolition by Neglect Fines Amount") as reflected in the "Special Magistrate Cases/Liens" Section on the Lien Statement included in **Exhibit A**; and

**WHEREAS**, the Owners are also indebted to the City in the amount of \$714,972.34 for unpaid utility bills in respect of the Hotel Property through March 4, 2025 corresponding to account number 519145-00 (the "Hotel Property Utilities Debt"), and the City holds a lien against the Property for the Utilities Debt, recorded in Official Record Book 31706, Page 4765 of the Public Records of Miami-Dade County, stemming from the unpaid utility bills (the "Unpaid Hotel Property Utilities Lien"), as reflected in the Lien Statement included in **Exhibit A** under Charge Type "Utility Bill; and

**WHEREAS**, the Hotel Property is also the subject of the additional Code violations (the "Hotel Property Additional Violations") for which fines have been imposed and remain unpaid in the amount of \$83,444.65, including interest through April 30, 2025 (the "Hotel Property Additional Violations Fines Amount"), as reflected in the Lien Statement included in **Exhibit A** under Charge Types "City Bills," "City Invoices," "Licensing," and "Permits;" and

**WHEREAS**, the Hotel Property is also the subject of two separate Code violations issued following the demolition associated with the Owners' failure to install a fence, and to grade and plant sod as required by Code sections 142-876 (this Code section is now included in section 7.5.1.6 of the Resiliency Code) and section 14-501 (initially issued pursuant to Code section 126-6, but revised on April 15, 2025 to reflect the correct Code section), assigned violation numbers ZV2023-05067 and BVB25002614, respectively (the "Failure to Install Sod Violations"); and

**WHEREAS**, DALLC is indebted to the City in the amount of \$126,566.96 for unpaid utility bills in respect of the Garage Property through March 4, 2025 corresponding to account numbers 519146-00, 519146-01 and 519149-00 (the "Garage Property Utilities

Debt”) as reflected in the Lien Statement included in **Exhibit B** under Charge Type “Utility Bill”; and

**WHEREAS**, the Garage Property is the subject of various Code violations for which fines have been imposed and remain unpaid in the amount of \$3,738.75 (the “Garage Property Additional Violations Fines Amount”) as reflected in the Lien Statement included in **Exhibit B** under Charge Types “Unsafe Structure,” “City Invoices,” “Licensing,” and with respect to case numbers SMB 2023-02059 (the “Garage Structural Violation”), SMC 2022-02312, and SMC 2024-03055 (the “Garage Concrete Restoration Violation”) referenced in the “Special Magistrate Cases/Liens” Section of the Lien Statement; and

**WHEREAS**, the Garage Property is also the subject of Zoning Violation No. ZV2022-04494, and the related Special Magistrate Case No. SMC2023-02438, arising out of DALLC’s violation of Section 126-16(a) of the Code which requires an owner to ensure that required landscaping is properly maintained (the “Garage Landscaping Violation”); and

**WHEREAS**, the Special Magistrate for the City of Miami Beach imposed a fine of \$150 per day for each day of non-compliance commencing on July 20, 2023 due to DALLC’s failure to cure the Garage Landscaping Violation; and

**WHEREAS**, the City holds a lien against the Garage Property recorded in Official Record Book 34051, Page 4361 of the Public Records of Miami-Dade County, stemming from the Garage Landscaping Violation (the “Garage Landscaping Lien”); and

**WHEREAS**, the amount owed by DALLC with respect to the Garage Landscaping Violation is \$118,462.62, including interest through April 30, 2025 (the “Existing Garage Landscaping Fines Amount”), as reflected in the “Special Magistrate Cases/Liens” Section on the Lien Statement included in **Exhibit B**; and

**WHEREAS**, the Failure to Install Sod Violation, the Garage Structural Violation, the Garage Concrete Restoration Violation and the Garage Landscaping Violation have not been cured as of the date of this Agreement; and

**WHEREAS**, to avoid the costs and uncertainties of continued litigation associated with the Demolition by Neglect Suit and the Appeal, and to resolve certain other disputes among the Parties related to unpaid utilities invoices and code violation fines, the Parties are desirous of resolving all existing amounts owed and disputes relating to the Demolition by Neglect Suit, the Demolition by Neglect Violation, the Appeal, the Hotel Property Additional Violations, the Hotel Property Additional Violations Fines Amount, the Hotel Property Utilities Debt, the Garage Property Utilities Debt, the Garage Property Additional Violations Fines Amount and the Existing Garage Landscaping Fines Amount, but without releasing the Owners from the Failure to Install Sod Violation, the Garage Structural Violation, the Garage Concrete Restoration Violation, or the Garage Landscaping Violation, pursuant to the terms and conditions set forth in the Settlement

Agreement between, on the one hand, the City, and on the other hand, the Deauville Parties, consisting of TMG, DALLC, DHP and DHH, a copy of which is attached to this Resolution as **Exhibit A** (the "Settlement Agreement") and which Settlement Agreement contemplates that (1) the Deauville Parties shall pay to the City all amounts currently due in respect of certain violations against the properties located at 6701 Collins Avenue and 6625 Indian Creek Drive as specified in the Settlement Agreement, (2) the City and the Deauville parties shall agree to dismiss their respective claims in the lawsuit styled City of Miami Beach vs. Deauville Associates, LLC, et al., Case No. 2019-003653, and (3) the Deauville Parties shall file a Notice of Voluntary Dismissal of the appeal styled Deauville Associates, LLC vs. the City of Miami Beach, Case No. 2024-66-AP-01.

**WHEREAS**, the Mayor and City Commission desires to settle the various claims and counterclaims among the Parties as set forth in the Settlement Agreement.

**NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA**, that the Mayor and City Commission hereby approve a Settlement Agreement between, on the one hand, the City of Miami Beach, and on the other hand, the Deauville Parties, consisting of TMG 67 Communities, LLC, a Delaware limited liability company, Deauville Associates, LLC, a Florida limited liability company, Deauville Hotel Property, LLC, a Florida limited liability company, and Deauville Hotel Holdings, LLC, a Florida limited liability company, pursuant to which (1) the Deauville Parties shall pay to the City all amounts currently due in respect of certain violations against the properties located at 6701 Collins Avenue and 6625 Indian Creek Drive as specified in the Settlement Agreement, (2) the City and the Deauville parties shall agree to dismiss their respective claims in the lawsuit styled City of Miami Beach vs. Deauville Associates, LLC, et al., Case No. 2019-003653, and (3) the Deauville Parties shall file a Notice of Voluntary Dismissal of the appeal styled Deauville Associates, LLC vs. the City of Miami Beach, Case No. 2024-66-AP-01; and further, authorizing the City Manager and City Clerk to execute the Settlement Agreement in the form attached to this Resolution together with any documents ancillary thereto including, without limitation, an escrow agreement, in such form as is approved by the City Attorney.

**PASSED and ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2025.

**ATTEST:**

\_\_\_\_\_  
Steven Meiner, Mayor

\_\_\_\_\_  
Rafael E. Granado, City Clerk

APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION

\_\_\_\_\_  
City Attorney

4/18/2025  
\_\_\_\_\_  
Date



2025-53635

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**SETTLEMENT AGREEMENT**

MAY 15 2025

THIS **SETTLEMENT AGREEMENT** ("Agreement") is made and entered on this \_\_\_\_ day of \_\_\_\_\_, 2025, between, on the one hand, **TMG 67 Communities, LLC**, a Delaware Limited Liability Company ("TMG"), **Deauville Associates, LLC**, a Florida Limited Liability Company ("DALLC"), Deauville Hotel Property, LLC, a Florida limited liability company ("DHP"), and Deauville Hotel Holdings, LLC, a Florida limited liability company ("DHH and together with DALLC and DHP, the "Deauville Entities", and the Deauville Entities together with TMG, jointly and severally, the "Owners"), and, on the other hand, the **City of Miami Beach**, a Florida municipal corporation (the "City"). The parties hereto (the "Parties") agree as follows:

**RECITALS**

**WHEREAS**, the TMG and DALLC hold fee simple title to the property located at 6701 Collins Avenue and identified by Miami-Dade County Folio No. 02-3211-007-0420 (the "Hotel Property"), within the City; and

**WHEREAS**, DALLC holds fee simple title to the property located at 6625 Indian Creek Drive and identified by Miami-Dade County Folio No. 02-3211-007-1800 (the "Garage Property"), within the City; and

**WHEREAS**, on February 5, 2019, the City filed a lawsuit in the 11<sup>th</sup> Judicial Circuit in and for Miami-Dade County Florida, Case No. 19-03653 (the "Demolition by Neglect Suit"), against DALLC, DHP and DHH (the "Deauville Defendants") and Ocean Bank, a Florida banking corporation ("Ocean Bank"), asserting causes of action against the Deauville Defendants for violations of Section 118-532(g) of the Code of Ordinances of the City of Miami Beach (the "Code") and failure to remit resort taxes and requesting injunctive relief as well as the appointment of a receiver; and

**WHEREAS**, Ocean Bank filed a Motion to Dismiss which was ultimately rendered moot because its mortgage on the Hotel Property was satisfied on March 25, 2020; and

**WHEREAS**, thereafter, the City obtained leave of court to file an amended complaint to include additional causes of action, including for breach of contract arising out of unpaid utility bills, and seeking additional injunctive relief; and

**WHEREAS**, the Deauville Entities filed counterclaims against the City in the Demolition by Neglect Suit seeking declaratory relief relating to the applicability of Section 118-532(g), among other causes of action; and

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**WHEREAS**, following various inspections resulting in a determination that the building located at the Hotel Property had deteriorated to such an extent (for reasons disputed by the parties) that the building must be demolished, on January 19, 2022, the Building Official for the City of Miami Beach entered an Emergency Demolition Order; and

**WHEREAS**, the Hotel Property was demolished on November 13, 2022 rendering moot some of the relief sought by the City in the Demolition by Neglect Suit; and

**WHEREAS**, the City's claims for unpaid utility bills and the Deauville Entities' claims challenging the City's North Beach Local Historic District Ordinance and its applicability to the Hotel Property remain pending in the Demolition by Neglect Suit; and

**WHEREAS**, on Demolition by Neglect Suit has been stayed pending mediation pursuant to orders issued by Judge Thomas J. Rebull on February 19, 2023, January 19, 2024 and March 5, 2025; and

**WHEREAS**, the Hotel Property is the subject of Zoning Violation No. ZV2020-03121, and Special Magistrate Case No. SMC2020-01415 (the "Demolition by Neglect Violation"); and

**WHEREAS**, the Special Magistrate for the City of Miami Beach imposed a fine of \$5,000 per day for each day of non-compliance commencing as of March 1, 2021 due to DALLC's failure to cure the Demolition by Neglect Violation; and

**WHEREAS**, on October 22, 2022, the Special Magistrate granted DALLC's request to stop fines; and

**WHEREAS**, on January 3, 2024, the City requested that the fines be reimposed due to DALLC's failure to close its demolition permit and submit an affidavit of compliance, as required; and

**WHEREAS**, an affidavit of compliance was received by the Special Magistrate on May 8, 2024 reflecting that the permit had been closed on April 5, 2024 and the fines were stopped as of April 5, 2024; and

**WHEREAS**, the City holds a lien against the Hotel Property recorded in Official Record Book 32982, Page 3713 of the Public Records of Miami-Dade County, stemming from the Demolition by Neglect Violation (the "Demolition by Neglect Lien"); and

**WHEREAS**, the fines levied as a result of the Demolition by Neglect Violation and the interest accrued thereon represent substantial sums; and

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**WHEREAS**, the Owners sought, but the Special Magistrate denied, mitigation of the fines and interest accrued as a result of the Demolition by Neglect Violation; and

**WHEREAS**, the Owners filed a notice of administrative appeal of the Special Magistrate's decision to deny mitigation in the case styled *Deauville Associates, LLC vs. the City of Miami Beach*, Case No. 2024-66-AP-01 (Fla. 11th Cir. Ct.) (the "Appeal"); and

**WHEREAS**, as of April 30, 2025, the total amount owed by the Owners with respect to the Demolition by Neglect Violation will be \$5,218,803.36, including interest through April 30, 2025 (the "Demolition by Neglect Fines Amount") as reflected in the "Special Magistrate Cases/Liens" Section on the Lien Statement included in **Exhibit A**; and

**WHEREAS**, the Owners are also indebted to the City in the amount of \$714,972.34 for unpaid utility bills in respect of the Hotel Property through March 4, 2025 corresponding to account number 519145-00 (the "Hotel Property Utilities Debt"), and the City holds a lien against the Property for the Utilities Debt, recorded in Official Record Book 31706, Page 4765 of the Public Records of Miami-Dade County, stemming from the unpaid utility bills (the "Unpaid Hotel Property Utilities Lien"), as reflected in the Lien Statement included in **Exhibit A** under Charge Type "Utility Bill; and

**WHEREAS**, the Hotel Property is also the subject of the additional Code violations (the "Hotel Property Additional Violations") for which fines have been imposed and remain unpaid in the amount of \$83,444.65, including interest through April 30, 2025 (the "Hotel Property Additional Violations Fines Amount"), as reflected in the Lien Statement included in **Exhibit A** under Charge Types "City Bills," "City Invoices," "Licensing," and "Permits," and

**WHEREAS**, the Hotel Property is also the subject of a Code violation issued following the demolition associated with the Owners' failure to plant sod as required by Code section 14-501 (initially issued pursuant to Code section 126-6, but revised on April 15, 2025 to reflect the correct Code section), assigned violation number BVB25002614, (the "Failure to Install Sod Violation"); and

**WHEREAS**, DALLC is indebted to the City in the amount of \$126,566.96 for unpaid utility bills in respect of the Garage Property through March 4, 2025 corresponding to account numbers 519146-00, 519146-01 and 519149-00 (the "Garage Property Utilities Debt") as reflected in the Lien Statement included in **Exhibit B** under Charge Type "Utility Bill"; and

**WHEREAS**, the Garage Property is the subject of various Code violations for which fines have been imposed and remain unpaid in the amount of \$3,738.75 (the "Garage Property

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Additional Violations Fines Amount") as reflected in the Lien Statement included in **Exhibit B** under Charge Types "Unsafe Structure," "City Invoices," "Licensing," and with respect to case numbers SMB 2023-02059 (the "Garage Structural Violation"), SMC 2022-02312, and SMC 2024-03055 (the "Garage Concrete Restoration Violation") referenced in the "Special Magistrate Cases/Liens" Section of the Lien Statement; and

**WHEREAS**, the Garage Property is also the subject of Zoning Violation No. ZV2022-04494, and the related Special Magistrate Case No. SMC2023-02438, arising out of DALLC's violation of Section 126-16(a) of the Code which requires an owner to ensure that required landscaping is properly maintained (the "Garage Landscaping Violation"); and

**WHEREAS**, the Special Magistrate for the City of Miami Beach imposed a fine of \$150 per day for each day of non-compliance commencing on July 20, 2023 due to DALLC's failure to cure the Garage Landscaping Violation; and

**WHEREAS**, the City holds a lien against the Garage Property recorded in Official Record Book 34051, Page 4361 of the Public Records of Miami-Dade County, stemming from the Garage Landscaping Violation (the "Garage Landscaping Lien"); and

**WHEREAS**, the amount owed by DALLC with respect to the Garage Landscaping Violation is \$118,462.62, including interest through April 30, 2025 (the "Existing Garage Landscaping Fines Amount"), as reflected in the "Special Magistrate Cases/Liens" Section on the Lien Statement included in **Exhibit B**; and

**WHEREAS**, the Failure to Install Sod Violation, the Garage Structural Violation, the Garage Concrete Restoration Violation and the Garage Landscaping Violation have not been cured as of the date of this Agreement; and

**WHEREAS**, to avoid the costs and uncertainties of continued litigation associated with the Demolition by Neglect Suit and the Appeal, and to resolve certain other disputes among the Parties related to unpaid utilities invoices and code violation fines, the Parties are desirous of resolving all existing amounts owed and disputes relating to the Demolition by Neglect Suit, the Demolition by Neglect Violation, the Appeal, the Hotel Property Additional Violations, the Hotel Property Additional Violations Fines Amount, the Hotel Property Utilities Debt, the Garage Property Utilities Debt, the Garage Property Additional Violations Fines Amount and the Existing Garage Landscaping Fines Amount, on the terms and conditions hereinafter set forth, it being understood and agreed that this agreement shall not release the Owners from the Failure to Install Sod Violation, and shall not release the Deauville Entities from the Garage Structural Violation, the Garage Concrete Restoration Violation, or the Garage Landscaping Violation and, at such time as

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TMG owns or has any interest in the Garage Property, directly or indirectly, then TMG shall also become directly liable to the City for the Garage Structural Violation, the Garage Concrete Restoration Violation and the Garage Landscaping Violation.

**NOW, THEREFORE**, in consideration of the terms and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owners and the City, intending to be legally bound, agree as follows:

- A. Recitals.** The above-referenced recitals are true and correct and are hereby incorporated into this Agreement for all purposes.
- B. Representation.** The Parties have entered into this Agreement without duress, coercion, or under undue influence of any kind, and are motivated by a desire to avoid the costs and time associated with litigation and to arrive at a fair and reasonable agreement with regard to the Parties' disputes. The Parties acknowledge that they have been represented by counsel in connection with the negotiation of the terms of this Agreement and that they enter into this Agreement freely and voluntarily, and only after consultation with their respective counsel.
- C. Effective Date of Agreement.** The parties shall execute and deliver this Agreement by or before April 21, 2025, but this Agreement shall not become fully effective unless and until a resolution approving it is adopted by the Mayor and City Commission of the City of Miami Beach, Florida (the "City Commission"). If the City Commission adopts a resolution approving this Agreement, the date of the meeting at which such resolution is adopted shall be the "Effective Date" of this Agreement for all purposes. If the City Commission has not adopted a resolution approving this Agreement by or before December 31, 2025, this Agreement shall be void and of no further force or effect.
- D. Terms of Agreement.** In connection with the parties' mutual execution of this Agreement and the covenants and terms herein, Owners and the City agree as follows:
  - I.** Concurrently with the execution of this Agreement, the parties shall execute a settlement escrow agreement (the "Escrow Agreement") among the parties and Holland & Knight LLP, as escrow agent (the "Escrow Agent"), and Owners shall wire the sum of \$6,300,000.00 (the "Settlement Amount") to the Escrow Agent's trust account in the following installments i): 50% on or before April 22, 2025; and ii) 50% on or before May 20, 2025. Once this Agreement is approved by the City Commission, (i) this Agreement shall become fully effective, (ii) the Escrow Agent will release the Settlement Amount to the City and (iii) the Settlement Amount shall constitute full and

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final satisfaction of (a) the Demolition by Neglect Fines Amount; (b) the Hotel Property Additional Violations Fines Amount, (c) the Hotel Property Utilities Debt, (d) the Garage Property Utilities Debt (e) the Garage Property Additional Violations Fines Amount and (f) the Existing Garage Landscaping Fines Amount. The Settlement Amount shall be paid by wire to the Escrow Agent in accordance with instructions set forth in the Settlement Escrow Agreement.

- II. **Dismissal of the Demolition by Neglect Suit.** Within ten (10) business days of the Effective Date of this Agreement, the parties shall dismiss their respective claims in the Demolition by Neglect Suit with prejudice. The Parties shall bear their own costs and fees associated with the Demolition by Neglect Suit.
- III. **Dismissal of Appeal.** Within ten (10) business days of the Effective Date of this Agreement, the Owner shall file a notice of voluntary dismissal of the Appeal. The Parties shall bear their own costs and fees associated with the Appeal.
- IV. **Release of Demolition by Neglect Lien.** Within ten (10) business days of the release by Escrow Agent of the Settlement Amount to the City, the City shall record a release of lien with respect to the Demolition by Neglect Lien.
- V. **Release of Unpaid Hotel Property Utilities Lien.** Within ten (10) business days of the release by Escrow Agent of the Settlement Amount to the City, the City shall record a release of lien with respect to the Unpaid Hotel Property Utilities Lien.
- VI. **Uncured Violations at Garage Property.** Although the Existing Garage Landscaping Violation Fines Amount representing fines and interest owed in respect of the Garage Landscaping Violation as of April 30, 2025 is being settled pursuant to this Agreement, DALLC shall remain liable for curing the Garage Landscaping Violation and the daily fine of \$150 per day, together with interest, shall continue to accrue until such time as the Garage Landscaping Violation has been cured and DALLC has obtained an affidavit of compliance with respect thereto. Within five (5) business days of DALLC obtaining an affidavit of compliance and DALLC's payment in full of any then outstanding fines and interest with respect to the Garage Landscaping Violation, the City shall record a release of lien with respect to the Garage Landscaping Lien. Similarly, the DALLC shall remain liable for curing the

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Garage Structural Violation, and the Garage Concrete Restoration Violation, and the Failure to Install Sod Violation. Owners agree to use commercially reasonable best efforts to cure the Garage Landscaping Violation and the Failure to Install Sod Violation by or before June 30, 2025. The City acknowledges that DALLC has commenced to cure the Garage Structural Violation and the Garage Concrete Restoration Violation, and DALLC agrees to diligently pursue the cure of these violations to ensure they have been completed by or before December 31, 2025. As of the date of execution of this Agreement, TMG does not, directly or indirectly, own or have any other interest in the Garage Property, but it is anticipated that TMG will become an owner or have another interest in the Garage Property. From and after the date that TMG becomes an owner or acquires any other interest in the Garage Property, directly or indirectly, the term "DALLC" in this paragraph, shall be deemed replaced with the term "Owners" and the phrase "DALLC shall remain" shall be automatically be replaced with the phrase "Owners shall remain jointly and severally."

**VII. Uncured Violations at Hotel Property.** The Failure to Install Sod Violation remains open and Owners shall remain liable for curing the Failure to Install Sod Violation and any fines that may accrue. Within five (5) business days of obtaining an affidavit of compliance and payment in full of any then outstanding fines and interest with respect to the Failure to Install Sod Violation, the City shall record a release of lien with respect to the Failure to Install Sod Violation. The City acknowledges that the Owners have commenced to cure the Failure to Install Sod Violation, and the Owners agree to diligently pursue the cure of these violations to ensure they have been completed by or before December 31, 2025

**VIII. Release.** The Parties hereby remise, release, acquit and forever discharge one another and their respective attorneys, affiliates, subsidiaries, parent companies, representatives, officers, directors, employees, shareholders, agents, administrators, successors, predecessors, principals, trustees receivers and assigns from any past, present and future claims, actions, causes of action, demands, rights, damages, costs, losses, expenses, compensations and obligations which exist or which may hereafter accrue, whether known or unknown, whether foreseen or unforeseen, whether matured or not mature, whether latent or patent, whether discovered or undiscovered, and the consequences thereof, having resulted, resulting or to result from any or all of the following:

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- a. All matters or disputes which have been or could have been alleged in the Demolition by Neglect Suit or the Appeal;
- b. Any rights of the Parties pursuant to any code, statute or law, whether now or hereafter in effect, relating to any of the claims and fines being settled pursuant to this Agreement;
- c. Any and all claims for attorney's fees and costs in any way related to the Demolition by Neglect Suit, the Appeal, and any other matters related to any of the claims and fines being settled pursuant to this Agreement.

For the avoidance of doubt, the foregoing release shall not be construed as releasing the Owners from the Failure Install Sod Violation, the Garage Structural Violation, the Garage Concrete Restoration Violation, or the Garage Landscaping Violation or any fines accruing as a result of such violations except for any existing fines which have been expressly settled pursuant to this Agreement.

**E. Enforcement: Remedies.** The parties hereto shall have all equitable and legal remedies available under Florida law to enforce the terms and conditions of this Agreement, and the terms of this Agreement shall be specifically enforceable in Circuit Court.

**F. Governing Law: Venue.** This Agreement shall be construed, interpreted, enforced, and governed in accordance with the laws of the State of Florida. Venue for any action arising out of or related to this Agreement shall be in Miami-Dade County, Florida.

**G. Authority.** Each party represents and warrants, with respect to itself, that the execution and delivery of this Agreement has been authorized by all necessary action of each party, and that this Agreement constitutes the legal, valid, and binding agreement of each party, enforceable in accordance with its terms. It is expressly understood and agreed that this Agreement shall not become binding upon the City unless and until the City Commission approves this Agreement at a public meeting in accordance with Florida law.

**H. Severability.** If any part of this Agreement is found invalid or unenforceable by any court of competent jurisdiction, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained therein are not materially prejudiced and if the intentions of the parties can continue to be effectuated. To that end, this Agreement is declared severable.



Execution Version

- I. **Entire Agreement.** This Agreement constitutes the sole and entire agreement between the Parties and supersedes all prior and contemporaneous statements, promises, understandings or agreements, whether written or oral.
- J. **Disclaimer of Third-Party Beneficiaries.** This Agreement is solely for the benefit of Owners and the City, and their respective successors and assigns, and no right or cause of action shall accrue by reason hereof to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon or give any other third person or entity any right, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof, other than as expressly stated herein.
- K. **Construction: Headings.** All parties hereto acknowledge that they participated in the negotiation and drafting of the terms of this Agreement and acknowledge that no provision shall be strictly construed against one party or the other based solely on draftsmanship. All sections and descriptive headings in this Agreement are inserted for convenience only, and shall neither affect the construction or interpretation hereof, nor add or subtract from the meaning of the contents of each section.
- L. **Interpretation.** This Agreement shall be read and interpreted in such a manner as to give all provisions their ordinary and customary meaning, and all words, terms, and phrases not otherwise specifically defined by a capitalized term or otherwise shall have the same meaning and interpretation as customarily used among lay persons. The terms "hereby," "hereof," "herein," "hereto," "hereunder," and any similar terms refer to this Agreement in its entirety and not solely to the particular section or paragraph in which the term is used. All words, terms, and phrases specifically defined by a capitalized term shall apply throughout this Agreement in its entirety and not solely to the particular section or paragraph in which the term is used. In construing this Agreement, the singular shall be held to include the plural, the plural shall include the singular, and the use of any gender shall include every other and all genders.

Execution Version

**M. Notices.** All notices and other communications required hereunder shall be in writing and shall be delivered personally, or by registered or certified mail, return receipt requested, postage prepaid, or by Federal Express, Airborne Express Mail, or other nationally recognized overnight commercial delivery service, fees prepaid for next day delivery. Such notices shall be deemed to have been received (i) upon delivery, if personally delivered; (ii) upon the earlier of actual receipt or the third day after mailing, if mailed by registered or certified United States mail, return receipt requested, postage prepaid; and (iii) upon the earlier of actual receipt or the next business day if sent by Federal Express, Airborne Express, or other nationally recognized overnight commercial delivery service, if fees are prepaid for next day delivery. The addresses for delivery of such notices shall be as follows:

Execution Version

TO THE CITY:

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

With a copy to:

City Attorney  
City of Miami Beach  
1700 Convention Center Drive  
Miami, Florida 33139

TO THE OWNERS

TMG Communities 67 LLC  
3310 Mary Street, Suite 302  
Coconut Grove, Florida 33133  
Attn. Legal Department

Deauville Associates LLC  
5101 Collins Avenue, Attn. Management Office  
Miami Beach, Florida 33140

With a copy to:

Bercow, Radell Fernandez Larkin & Tapanes PLLC  
200 S Biscayne Boulevard, Suite 300  
Miami, Florida 33131  
Attn. Jeffrey Bercow, Esq.

Execution Version

Or to such other address as any party hereto shall from time to time designate to the other party by notice in writing as herein provided.

**N. Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original and need not be signed by more than one of the parties hereto and all of which shall constitute one and the same agreement. Signatures to this Agreement transmitted by electronic mail in .pdf form, or by any other electronic means designed to preserve the original graphic and pictorial appearance of a document, will be deemed to have the same effect as physical delivery of the paper document bearing the original signatures. No party shall be bound until such time as the other party has executed counterparts of this Agreement.

The parties hereto further agree that each party shall execute and deliver all other appropriate supplemental agreements and other instruments and take any other action necessary to make this Agreement fully and legally effective, binding, and enforceable as between them and as against third parties.

**O. Binding Effect** This Agreement shall be binding upon and shall inure to the benefit of the respective successors, heirs, assigns, representatives, affiliates, officers, directors, and members of the parties hereto.

**P. Effective Date.** This Agreement shall become binding upon the date of execution by the last of the parties hereto but shall only become fully effective upon its approval of the Agreement by the Mayor and City Commission (the date of such approval, the "Effective Date").

**Q. Waiver of Jury Trial.** The parties hereby knowingly, voluntarily, and intentionally waive any right to a jury trial with respect to any claims arising in connection with this Agreement.

Execution Version

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in a manner sufficient to bind them on the day and year identified below.

Signed, sealed, and delivered before me:

THE CITY OF MIAMI BEACH, FLORIDA, a Florida  
municipal corporation

By: 

Eric T. Carpenter, City Manager

Date: 5/1/2025

ATTEST:



MAY 15 2025

Rafael E. Granado, City Clerk



APPROVED AS TO FORM:



Ricardo J. Dopico, City Attorney

Execution Version

WITNESSES

[Signature]

Print Name: ABHISHEK JAIN

[Signature]

Print Name: NICOLAS HERRERA

TMG 67 Communities, LLC a Delaware  
Limited Liability Company.

By: [Signature]

Name: DAVID MARTIN

Its: MANAGER

Date: 04/23/25

STATE OF FLORIDA )

) SS

COUNTY OF MIAMI-DADE )

The foregoing instrument was sworn and subscribed before me by means of ☒ physical presence or ☐ online notarization this 23 day of April, 2025 by DAVID MARTIN as MANAGER of TMG 67 Communities LLC, on behalf of said entity. Said person (check one) ( ☒ ) is personally known to me or ( ☐ ) produced \_\_\_\_\_ as identification.



[Signature]

NOTARY PUBLIC, State of Florida at Large.

Print or Stamp Name: Carla D. Amiera

Commission No.: HH603237

My Commission expires: 11/13/28

Execution Version

WITNESSES

[Signature]

Print Name: ASHISH K JAIN

[Signature]

Print Name: NICOLAS HERRERA

Deauville Associates, LLC a Florida  
Limited Liability Company,

By: [Signature]

Name: Belinda Menudo

Its: MANAGER

Date: 04/23/25

STATE OF FLORIDA )

) SS

COUNTY OF MIAMI-DADE )

The foregoing instrument was sworn and subscribed before me by means of ☒ physical presence or ☐ online notarization this 23 day of April, 2025 by Belinda Menudo as Manager of Deauville Associates, LLC, on behalf of said entity. Said person (check one) ( ☒ ) is personally known to me or ( ☐ ) produced \_\_\_\_\_ as identification.



[Signature]  
NOTARY PUBLIC, State of Florida at Large.

Print or Stamp Name: Carla D. Amato

Commission No.: 11173258

My Commission expires: 11/19/28

Execution Version

WITNESSES

Abhishek Jain

Print Name: ABHISHEK JAIN

Nicolas Kerpel

Print Name: Nicolas Kerpel

Deauville Hotel Property, LLC a Florida  
Limited Liability Company.

By: Belinda Menzies

Name: Belinda Menzies

Its: MANAGER

Date: 04/23/25

STATE OF FLORIDA )

) SS

COUNTY OF MIAMI-DADE )

The foregoing instrument was sworn and subscribed before me by means of ( ☒ )  
physical presence or ( ) online notarization this 23<sup>rd</sup> day of April, 2025 by  
Belinda Menzies as Manager of Deauville Associates, LLC, on behalf of  
said entity. Said person (check one) ( ☒ ) is personally known to me or ( ) produced  
\_\_\_\_\_ as identification.



NOTARY PUBLIC, State of Florida at Large.

Print or Stamp Name: Carla D. Amista

Commission No.: HH603239

My Commission expires: 11/12/28



Execution Version

WITNESSES

[Signature]  
Print Name: ADARSH K JAIN  
[Signature]  
Print Name: NICOLAS HERNANDEZ

Deauville Hotel Holdings, LLC a Florida  
Limited Liability Company,

By: [Signature]  
Name: Behnida Menudo  
Its: MANAGER  
Date: 04/23/25

STATE OF FLORIDA )  
 ) SS  
COUNTY OF MIAMI-DADE )

The foregoing instrument was sworn and subscribed before me by means of ☒ physical presence or ☐ online notarization this 23 day of April, 2025 by Behnida Menudo as Manager of Deauville Associates, LLC, on behalf of said entity. Said person (check one) ( ☒ ) is personally known to me or ( ☐ ) produced \_\_\_\_\_ as identification.



[Signature]  
NOTARY PUBLIC, State of Florida at Large.

Print or Stamp Name: Carla D. Anniera  
Commission No.: 44 603237  
My Commission expires: 11/12/28

Execution Version

Exhibit A

CITY OF MIAMI BEACH  
1700 CONVENTION CENTER DRIVE, MIAMI BEACH FL 33138-1824  
Telephone (305) 875-7420

MIAMI BEACH

March 31, 2025  
Property Address: 8761 COLLINS AVE  
FOLIO NO: 02-3211-007-0420

STATEMENT# INT 56268

Percentage of Ownership of the unit towards Condo elements: 100.0%

"All payments are good ONLY for 30 days. If not paid by due date additional fees will incur. Statement Expires: 4/30/25"

ENTIRE PROPERTY

THIS IS TO CERTIFY THAT THE FOLLOWING MUNICIPAL LIENS OR ASSESSMENTS ARE DUE AND PAYABLE AGAINST  
AND PL OF 2ND OCEAN FRONT SUB PB 25-28 LOT 44 BLK 1 & PORT LYING EAST & ADJACENT WEST OF EROSION LINE PER PB  
155-SL LOT SIZE 16600 SQ FT ML FKA THE DEAUVILLE HOTEL A RESORT CONDO FAU 02 3211 054 0001

Charge Type:	Account Number	Service Period	Due Date	Amount Due	Interest Due	Recording Fees	Amount Owed BY: Common Area
1) UTILITY BILL:	519145-00	N/A	04/09/2025	\$699,199.57			\$699,199.57
			REAR DATE AS OF 03/04/2025				
"519145-00"	N/A	1/27/2019		\$70,088.48	\$45,654.28	\$20.00	\$115,722.77
			"ACCOUNT RELATED TO RECORDED LIEN - BK-31706 / PG-4789"				
			"NOTE: Balance is subject to a final bill."				
2) UNSAFE STRUCTURE			SEE ATTACHED STATEMENT FOR AMOUNT DUE				\$0.00
3) RESORT TAX LIENS **			SEE ATTACHED STATEMENT FOR AMOUNT DUE				\$0.00
4) CITY BILLS	13766	INDIAN CREEK HOLDINGS, LLI	9887.30	\$1,826.14			\$2,826.44
	50960	BEACH BEAUTY INC	\$600.00	\$949.02			\$1,499.02
		"CASE RELATED TO R: CE12009171"					
	29577	L. D. Z.	\$3,000.00	\$4,652.38			\$7,652.38
		"CASE RELATED TO R: CE12009229"					
	29585	L. D. Z.	\$5,000.00	\$7,753.97			\$12,753.97
		"CASE RELATED TO R: CE12009336"					
	29590	L. D. Z.	\$5,000.00	\$7,753.97			\$12,753.97
		"CASE RELATED TO R: CE12009384"					
	29592	L. D. Z.	\$5,000.00	\$7,753.97			\$12,753.97
		"CASE RELATED TO R: CE12009391"					
	29594	L. D. Z.	\$5,000.00	\$7,753.97			\$12,753.97
		"CASE RELATED TO R: CE12009685"					
5) CITY INVOICES	CC3816-01577	ALLEN WEST ENTERPRISES	\$1,000.00				\$1,000.00
	CC3823-16100	DEAUVILLE ASSOCIATES LLC	\$500.00				\$500.00
	NC3817-04207	DEAUVILLE ASSOCIATES LLC	\$200.00				\$200.00
	NC3817-04292	DEAUVILLE ASSOCIATES LLC	\$2,000.00				\$2,000.00
	NC3817-04407	DEAUVILLE ASSOCIATES LLC	\$3,000.00				\$3,000.00
	NC3817-04482	DEAUVILLE ASSOCIATES LLC	\$5,000.00				\$5,000.00
	NC3817-04939	DEAUVILLE HOTEL PROPERTY	\$5,000.00				\$5,000.00
	SV2022-20489	THE BG GRP LLC	\$100.00				\$100.00
6) ELEVATOR			SEE ATTACHED STATEMENT FOR AMOUNT DUE				\$0.00
7) SPECIAL ASSESSMENT			SEE ATTACHED STATEMENT FOR AMOUNT DUE				\$0.00
8) LICENSING	RL-01000243	ENTERPRISE HOLDINGS	\$325.00				\$325.00
	RL-10000764	RED COFFEE COOP	\$1,287.05				\$1,287.05
	RL-10004812	MIAMI BEACH HOSPITALITY LI	\$771.00				\$771.00
	RL-10008642	MIAMI BEACH VACATION CLUB	\$306.25				\$306.25
	RL-10008684	SB OPTICAL SUPPLY USA INC	\$993.62				\$993.62
		"NOTE: Balance subject to Penalties upon payment date."					
9) RECORDED LIEN	BK-31706 / PG-4763	"SEE UTILITY BILL SECTION FOR AMOUNTS DUE"					
	BK-33981 / PG-3713	"SEE SPECIAL MAGISTRATE SECTION FOR AMOUNTS DUE"					
10) OPEN VIOLATION - (with no money currently owed)			SEE ATTACHED STATEMENT FOR OPEN VIOLATIONS				\$0.00

Property Address:	0701 COLLINS AVE	STATEMENT# INT 56258
11) PERMITS	***Contact Building Department for further information. 305-673-7830 SEE ATTACHED STATEMENT FOR OPEN PERMITS PLC1701417 DEAVILLE ASSOCIATES \$6.00	\$6.00
12) PARKING	***Contact Parking Department for further information. 305-673-7275	\$0.00
13) PUBLIC WORKS	***Contact Public Works Department for further information. 305-673-7880	
14) FIRE	***Contact Fire Department for further information. 305-673-7123 FA18-00844 BELINDA MERUELO \$0.00 FA18-00897 TROY TAYLOR \$0.00 FA18-00460 JEFF HOWE \$0.00 FA18-00451 SURESH CHIGANI \$0.00 FA18-00516 BELINDA MERUELO \$0.00 FA18-00429 BELINDA MERUELO \$0.00 FA18-00598 BELINDA MERUELO \$0.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00
15) PLANNING AND ZONING	***Contact Planning and Zoning Department for further information. 305-673-7550	\$0.00
16) FINANCE	***Contact Finance Department for further information. 305-673-7420	\$0.00
17) TOURISM & CULTURE	***Contact Tourism & Culture Department for further information. 305-673-7577	\$0.00
18) ENVIRONMENT AND SUSTAINABILITY	***Contact Environment and Sustainability Department for further information. 305-673-7084	\$0.00

THE SECTION BELOW ONLY APPLIES TO SPECIAL MAGISTRATE CASES/LIENS				
18) SPECIAL MAGISTRATE	SMC2020-01415	DEAVILLE ASSOCIATES LLC	\$5,218,876.36	\$11.00
		COURT COSTS	\$116.00	\$116.00
BK-32982 / PG-3713 "RECORDED LIEN - CASE RELATED TO B. 200809-03121"				
*PARTIAL NOT AVAILABLE; CASE NOT IN LIEN STATUS				
<b>*Special Instructions:</b> Make check payable to: City of Miami Beach With the Special Magistrate Case Number on the Check Mail to: Special Magistrate Office, 1750 Convention Center Drive, Miami Beach, FL 33139 Attn: Fernanda Silva if case is SMC/GMP-JC/GP; Sharonne Bryant if case is SBR/LB				

TOTAL AMOUNT DUE \$6,017,220.36

SPECIAL MAGISTRATE - 305.673.7181 CODE COMPLIANCE - 305.673.7555 LIEN DESK - 305.673.7778

ADDITIONAL BILLS MAY BE DUE FROM DATE OF LAST REGULAR HEARING TO DATE OF FINAL HEARING. ALL DELINQUENT CHARGES BEAR A PENALTY OF 10% RECORDED LEND REAR PENALTY AT 1/2% PER ANNUM. UNLESS INDICATED OTHERWISE, THIS STATEMENT, PARTICULARS SPECIFIED THEREON, SHALL REMAIN AND CONSTITUTE SPECIAL ASSESSMENT LIENS AGAINST THE REAL PROPERTY.

NOTICE: SHORT TERM RENTALS OF LESS THAN SIX MONTHS AND ONE DAY ARE NOT PERMITTED IN SINGLE FAMILY HOMES, AND IN ZONING DISTRICTS THAT DO NOT PERMIT FORTAL USES. SEE SECTIONS 160-090.00 AND 160-111, MIAMI BEACH CITY CODE.

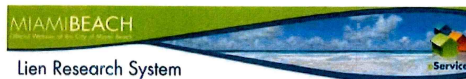
I hereby certify that this Lien Statement is a true and accurate reflection of the date of this Lien Statement of these Liens and for City Bills (per the list of the City of Miami Beach Finance Department) due and owing the City of Miami Beach regarding the subject property.

MICHAEL SUAREZ, CUSTOMER SERVICE REPRESENTATIVE

SUBSCRIBED AND SWORN TO before me this 1 day of April, 2025.

NOTARY PUBLIC, STATE OF FLORIDA  
DADE COUNTY





City of Miami Beach Lien Search Statement

Parcel: 0232110070420  
Address: 6701 COLLINS AVE  
Internal Staff Statement ID: 56258  
Date: 4/1/2025 4:49:14 PM

Legal Description for Parcel # 0232110070420:  
AMD PL OF 2ND OCEAN FRONT SUB PB 28-28 LOT 44 BLK 1 & PORT LYING EAST &  
ADJACENT WEST OF EROSION LINE PER PB 105-62 LOT SIZE 166500 SQ FT M/L FKA  
THE DEAUVILLE HOTEL A RESORT CONDO FAU 02 3211 054 0001

The City of Miami Beach will accept payment for amounts reflected on this statement for up to 30 days from the date of this statement. However, if this total includes a partial payoff for a Special Magistrate Lien, the amount is an estimate and the final amounts should be obtained by contacting the Lien Research Team at 305-673-7778 or by emailing: [lienresearch@miamibeachfl.gov](mailto:lienresearch@miamibeachfl.gov)

As of 4/1/2025, the outstanding amounts due on Parcel# 0232110070420 are:

Total Amount Due for this Parcel: ~~\$4,763,318.64~~ MS

SEE COVER SHEET  
FOR AMOUNT DUE

SUBTOTALS:

The amounts due listed below are for Parcel #: 0232110070420

	Amount Owed:
City Bills subtotal:	\$23,650.00
City Invoices subtotal:	\$16,850.00
Utility Billing subtotal:	\$669,298.06
Special Magistrate subtotal:	\$4,049,925.86
Recorded Liens subtotal:	\$0.01
Licensing subtotal:	\$3,594.92

Details for Parcel 0232110070420:

SEE COVER SHEET  
FOR AMOUNT DUE

City Bills subtotal for Parcel 0232110070420: \$23,650.00 *MS*

Parcel Number	Invoice #	Due Date	Balance	Description	Name
0232110070420	29592	05/31/2012	\$5,000.00		L. D. Z.
0232110070420	29590	05/31/2012	\$5,000.00		L. D. Z.
0232110070420	29585	05/31/2012	\$5,000.00		L. D. Z.
0232110070420	29577	05/31/2012	\$3,000.00		L. D. Z.
0232110070420	29594	05/31/2012	\$5,000.00		L. D. Z.
0232110070420	50960	06/14/2014	\$650.00		BEACH BEAUTY INC. DBA BEACHBODYGYM

City Invoices subtotal for Parcel 0232110070420: \$16,850.00

Parcel Number	Case / Ref #	Status	Balance	Bill Type	Name
0232110070420	CC2016-01577	Fine Owed	\$1,000.00	Code Enforcement	Allen West Enterprises, LLC DBA Nocturnal Network
0232110070420	CC2023-16050	Fine Owed	\$500.00	Code Enforcement	DEAUVILLE ASSOCIATES, LLC C/O NICHOLAS RODRIGUEZ, ESQ
0232110070420	NC2017-04207	Fine Owed	\$250.00	Code Enforcement	Deauville Associates LLC C/ O ZARETSKY, LOUIS D
0232110070420	NC2017-04292	Fine Owed	\$2,000.00	Code Enforcement	Deauville Associates LLC C/ O ZARETSKY, LOUIS D
0232110070420	NC2017-04407	Fine Owed	\$3,000.00	Code Enforcement	DEAUVILLE ASSOCIATES LLC C/O ZARETSKY, LOUIS D
0232110070420	NC2017-04482	Fine Owed	\$5,000.00	Code Enforcement	Deauville Associates LLC C/ O ZARETSKY, LOUIS D
0232110070420	NC2017-04599	Fine Owed	\$5,000.00	Code Enforcement	DEAUVILLE ASSOCIATES LLC C/O ZARETSKY, LOUIS D
0232110070420	SV2022-20499	Fine Owed	\$100.00	Code Enforcement	THE BG GROUP, LLC c/o GREENBERG, STEVEN R

Utility Billing subtotal for Parcel 0232110070420: \$669,298.06 *MS*

SEE COVER SHEET  
FOR AMOUNT DUE

Parcel Number	Account #	Invoice #	Due Date	Balance	Name
0232110070420	519145-00	10261724	04/09/2025	\$669,298.06	DEAUVILLE ASSOCIATES LLC,

*BK-31706 / PG-4765*

Licensing subtotal for Parcel 0232110070420: \$3,594.92

Parcel Number	License / BYR #	License Year	Balance	Name
0232110070420	RL-01000243	2022	\$325.00	ENTERPRISE HOLDINGS / EAN SERVICES, LLC
0232110070420	RL-10000744	2016	\$1,032.06	RED COFFEE CORP
0232110070420	RL-10000744	2017	\$265.00	RED COFFEE CORP
0232110070420	RL-10004812	2017	\$771.00	MIAMI BEACH HOSPITALITY, LLC
0232110070420	RL-10006642	2019	\$306.25	MIAMI BEACH VACATION CLUB, LLC
0232110070420	RL-10006684	2018	\$895.62	SS OPTICAL SUPPLY USA INC

Resort Tax subtotal for Parcel 0232110070420:

Resort Tax Assessments for Parcel 0232110070420:

Resort Tax Memorandums for Parcel 0232110070420:

Special Assessments subtotal for Parcel 0232110070420: \$0.00

SEE COVER SHEET  
FOR AMOUNT DUE

BK-32982 / PG-3713

Special Magistrate subtotal for Parcel 0232110070420: \$4,049,925.66 MS

Parcel Number	Case #	Balance	Name	Status
0232110070420	SMC2020-01415	\$3,584,809.86	DEAUVILLE ASSOCIATES LLC - C/O ALVARO DEL OLMO, ESQ	Lien
0232110070420	SMC2020-01415	\$465,000.00	DEAUVILLE ASSOCIATES LLC - C/O ALVARO DEL OLMO, ESQ	Lien
0232110070420	SMC2020-01415	\$116.00	DEAUVILLE ASSOCIATES LLC - C/O ALVARO DEL OLMO, ESQ	Lien

\* Each Special Magistrate Case may be associated with multiple liens filed with the county. To have each lien released with the county, please include an additional \$11.00 per lien in addition to the payoff amounts. Lien payments must be remitted with an \$11.00 recording fee for each lien for final release or contact the Lien Research Team for more information.

Elevator Permits subtotal for Parcel 0232110070420: \$0.00

Unsafe Structure Violations subtotal for Parcel 0232110070420: \$0.00

SEE COVER SHEET  
FOR AMOUNT DUE

Recorded Liens subtotal for Parcel 0232110070420: \$0.01 MS

Parcel Number	Lien Bk/Pg	Date Recorded	Original Amount	* Include in Subtotal	Satisfaction Date	Satisfaction Bk/Pg
0232110070420	31706/4765	11/27/2019	\$70,098.49	yes		
0232110070420	32862/2713	01/26/2022	\$0.01	yes		

(1)

\* If no "x" in the "Include in Subtotal" column then it is not counted in this section's subtotal

① 519145-00

② SMC2020-01415

Have Questions ? lienresearch@miamibeachfl.gov - 305-673-7778 Page 4 of 6



For Information Only

For any questions on Building Permits/Violations please contact the Building Department at 305-673-7610. For any questions on Code Violations, please contact Code Compliance at 305-673-7555.

Open Violations (with no money currently owed):

Parcel Number	Case #	Status	Balance	Violation Type	Name
0232110070420	BVB23002174	Fine Owed	\$0.00	Building	THE DEAUVILLE HOTEL CONDOMINIUM ASSOCIATION, INC.
0232110070420	BVB25002614	Notice of Violation	\$0.00	Building	TMG 67 COMMUNITIES LLC DEAUVILLE ASSOCIATES LLC
0232110070420	CC2024-19024	Fine Owed	\$0.00	Code Enforcement	TMG 67 COMMUNITIES, LLC C/O CORPORATION SERVICE COMPANY
0232110070420	CE05005487	SMASER	\$0.00	PermitsPlus	
0232110070420	CE12009356	Fine Owed	\$0.00	Code Enforcement	CB # 24585
0232110070420	FD2016-00403	Notice of Violation	\$0.00	Fire Prevention	
0232110070420	F110000724	Special Magistrate	\$0.00	Fire Prevention	DEAUVILLE HOTEL PROPERTY LLC
0232110070420	PM2024-07045	Notice of Violation -- Certified Mail	\$0.00	Code Enforcement	TMG 67 COMMUNITIES, LLC C/O CORPORATION SERVICE COMPANY
0232110070420	PM2024-07711	Notice of Violation -- Certified Mail	\$0.00	Code Enforcement	TMG 67 COMMUNITIES, LLC C/O CORPORATION SERVICE COMPANY

Open Permits:

Parcel Number	Case #	Permit Status	Applied Date	Approved Date	Expired Date	Balance	Name	Contact
0232110070420	B1502411	Legal Action	02/09/2015	02/09/2015	05/05/2021	\$0.00	REBUILD MIAMI LLC (COC1822226)	Building 305-673-7610
0232110070420	BCC14034	Issued	11/14/2013	11/20/2013		\$0.00	EnerGov Conversion	CO Division 305-673-7610
0232110070420	BCO02118	APPROVED	05/29/2002	06/21/2002		\$0.00		
0232110070420	BCO04215	APPROVED	03/26/2004	09/01/2004		\$0.00		
0232110070420	BCO07131	APPROVED	04/09/2007	12/20/2007		\$0.00		
0232110070420	BCO08051	APPROVED	11/01/2008	12/17/2008		\$0.00		
0232110070420	BE092122	WITHDRAWN	06/23/2009	06/23/2009	06/15/2010	\$0.00		

Parcel Number	Case #	Permit Status	Applied Date	Approved Date	Expired Date	Balance	Name	Contact
0032110070420	BE141298	Issued	02/12/2014	02/14/2014	11/04/2019	\$0.00	MR1 CORPORATION - EC13002656	Building 305-673-7610
0032110070420	BP151261	Issued	03/25/2015	03/25/2015	03/18/2019	\$0.00	AA MAGIC PLUMBING INC (CFC1428985)	Building 305-673-7610

Active Certificates (Certificate Process in Approved and Issued status are a valid and active.):

Parcel Number	Case #	Permit Status	Applied Date	Approved Date	Expired Date	Balance	Name
---------------	--------	---------------	--------------	---------------	--------------	---------	------

#### Accuracy of Results:

The City of Miami Beach makes every effort to ensure the accuracy of the provided information. The search engine is updated nightly based on the data at the City of Miami Beach. Under most circumstances, search results are current as of the prior business day. Access to information in the database is limited to those users who acknowledge and agree to the Terms of Use and signify their agreement.

Additional Utility Bills may be due from date of last regular reading to date of final reading. All delinquent City Bills bear interest at 1.5% per month. Recorded liens bear interest at 12% per annum. Unpaid and/or delinquent charges together with all penalties imposed thereon, shall remain and constitute special assessment liens against the real property.

Notice: Short term rentals of less than six months and one day are not permitted in single family homes, and in zoning districts that do not permit hotel uses. See sections 142-905(b)(5) and 142-1111, Miami Beach City Code.

The Lien Research Team can be contacted at [lienresearch@miamibeachfl.gov](mailto:lienresearch@miamibeachfl.gov)  
or at 305-673-7778



CITY OF MIAMI BEACH  
1700 CONVENTION CENTER DRIVE  
MIAMI BEACH, FL  
(305) 673-7550  
INDIAN CREEK HOLDINGS, LLC  
6701 COLLINS AVE  
UNIT  
MIAMI BEACH, FL 33141-3285

INVOICE 00013766

DATE	09/25/2009
ACCOUNT	015591
AMT DUE	\$87.30
DUE DATE	10/25/2009
FUND	Water and Sewer Fund

\*\*\* DUPLICATE INVOICE \*\*\*

DESCRIPTION	AMOUNT
HYDRANT METERS Water consumption from meter #70-10025 (12/08/2008 - 09/10/2009) W05389 consumption 326458 Through Date 09/10/2009	887.30
ACCOUNT 015591	TOTAL DUE 887.30

SEE COVER SHEET  
FOR AMOUNT DUE



CITY OF MIAMI BEACH  
1700 CONVENTION CENTER DRIVE  
MIAMI BEACH, FL  
(305) 673-7550  
INDIAN CREEK HOLDINGS, LLC  
6701 COLLINS AVE  
UNIT  
MIAMI BEACH, FL 33141-3285

INVOICE 00013766

DATE	09/25/2009
ACCOUNT	015591
AMT DUE	\$87.30
DUE DATE	10/25/2009
FUND NUMBER	Water and Sewer Fund

Amount Paid: \_\_\_\_\_



CITY OF MIAMI BEACH  
1700 CONVENTION CENTER DRIVE  
MIAMI BEACH, FL  
(305) 675-7500  
MAESTRE FERNANDO  
BEACH BEAUTY INC DBA BEACHBOO  
6885 COLLINS AVENUE  
MIAMI BEACH, FL 33141

INVOICE 00000960

DATE	06/16/2014
ACCOUNT	018919
AMT DUE	650.00
DUE DATE	06/14/2014
FUND	General Fund

<<< DUPLICATE INVOICE >>>

DESCRIPTION	AMOUNT
ILLEGAL PLACING OF HANDBILLS Throwing, discarding, placing, depositing, or causing to be thrown, discarded, placed, or deposited commercial handbills as per Sec. 46-59(2)(C) 1000171 DATE OF VIOLATION 12/05/2011 CASE NUMBER CE1200771 PICK UP FEE Y/N N PLATE NUMBER 3002-000-0000 NUMBER OF HANDBILLS 11 1ST OFFENSE? Y 2ND OFFENSE? N 3RD OFFENSE? N  INTEREST WILL ACCRUE 10% PER ANNUM UNTIL PAID AS PROVIDED BY CITY CODE.	650.00
ACCOUNT 018919	TOTAL DUE 650.00

SEE COVER SHEET  
FOR AMOUNT DUE



CITY OF MIAMI BEACH  
1700 CONVENTION CENTER DRIVE  
MIAMI BEACH, FL  
(305) 675-7500  
MAESTRE FERNANDO  
BEACH BEAUTY INC DBA BEACHBOO  
6885 COLLINS AVENUE  
MIAMI BEACH, FL 33141

INVOICE 00000960

DATE	06/15/2014
ACCOUNT	018919
AMT DUE	650.00
DUE DATE	06/14/2014
FUND NUMBER	General Fund

Amount Paid: \_\_\_\_\_



CITY OF MIAMI BEACH  
1700 CONVENTION CENTER DRIVE  
MIAMI BEACH, FL  
33566-6750  
L. D. Z.  
DEAUVILLE ASSOCIATES LLC  
355 NE 15TH STREET, STE 100  
UNK 300  
MIAMI, FL 33132

INVOICE 00029577

DATE	05/01/2012
ACCOUNT	016409
AMT DUE	3,000.00
DUE DATE	06/31/2012
FUND	General Fund

<<< DUPLICATE INVOICE >>>

DESCRIPTION	AMOUNT
NOISE VIOLATION Failure to adhere to the City of Miami Beach noise ordinance Section 46-152, Miami Beach City Ordinance DATE OF VIOLATION 04/10/2012 CASE NUMBER 42-090909 1ST OFFENSE N 2ND OFFENSE N 3RD OFFENSE N 4TH OFFENSE Y 5TH OFFENSE N  Pay online at <a href="https://finance.services.miamibeachfl.gov">https://finance.services.miamibeachfl.gov</a> Interest will accrue 10% per annum until paid in full A lien will be placed if not paid by due date.	3,000.00
ACCOUNT 016409	TOTAL DUE 3,000.00

SEE COVER SHEET  
FOR AMOUNT DUE



CITY OF MIAMI BEACH  
1700 CONVENTION CENTER DRIVE  
MIAMI BEACH, FL  
33566-6750  
L. D. Z.  
DEAUVILLE ASSOCIATES LLC  
355 NE 15TH STREET, STE 100  
UNK 300  
MIAMI, FL 33132

INVOICE 00029577

DATE	05/01/2012
ACCOUNT	016409
AMT DUE	3,000.00
DUE DATE	06/31/2012
FUND NUMBER	General Fund

Amount Paid: \_\_\_\_\_



**CITY OF MIAMI BEACH**  
1700 CONVENTION CENTER DRIVE  
MIAMI BEACH, FL  
33505 875-7500  
  
L. D. Z.  
DEPAULVILLE ASSOCIATES LLC  
555 NE 15TH STREET, STE 100  
Unit 300  
MIAMI, FL 33132

**INVOICE** 00029585

DATE	05/01/2012
ACCOUNT	016409
AMT DUE	6,000.00
DUE DATE	05/31/2012
FUND	General Fund

<<< DUPLICATE INVOICE >>>

DESCRIPTION	AMOUNT
NOISE VIOLATION Failure to adhere to the City of Miami Beach noise ordinance Section 40-152, Miami Beach City Ordinance DATE OF VIOLATION 06/14/2012 CASE NUMBER EC 060606 1ST OFFENSE N 2ND OFFENSE N 3RD OFFENSE N 4TH OFFENSE N 5TH OFFENSE Y	5,000.00
Pay online at <a href="https://financialservices.miamibeachfl.gov">https://financialservices.miamibeachfl.gov</a> Interest will accrue 10% per annum until paid in full A lien will be placed if not paid by due date.	
ACCOUNT 016409	TOTAL DUE 6,000.00

SEE COVER SHEET  
FOR AMOUNT DUE



**CITY OF MIAMI BEACH**  
1700 CONVENTION CENTER DRIVE  
MIAMI BEACH, FL  
33505 875-7500  
  
L. D. Z.  
DEPAULVILLE ASSOCIATES LLC  
555 NE 15TH STREET, STE 100  
Unit 300  
MIAMI, FL 33132

**INVOICE** 00029585

DATE	05/01/2012
ACCOUNT	016409
AMT DUE	6,000.00
DUE DATE	05/31/2012
FUND	General Fund

Amount Paid:



CITY OF MIAMI BEACH  
1700 CONVENTION CENTER DRIVE  
MIAMI BEACH, FL  
(305) 873-7500  
L. D. Z.  
DEAUVILLE ASSOCIATES LLC  
555 NE 15TH STREET, STE 100  
LIN 300  
MIAMI, FL 33132

INVOICE 00070590

DATE	05/01/2012
ACCOUNT	016409
AMT DUE	5,000.00
DUE DATE	06/30/2012
FUND	General Fund

<<< DUPLICATE INVOICE >>>

DESCRIPTION	AMOUNT
NOISE VIOLATION Failure to adhere to the City of Miami Beach noise ordinance Section 46-152, Miami Beach City Ordinance DATE OF VIOLATION 04/25/2012 CASE NUMBER CE1490694 1ST OFFENSE N 2ND OFFENSE N 3RD OFFENSE N 4TH OFFENSE N 5TH OFFENSE Y  Pay online at <a href="https://finance.miamibeachfl.gov">https://finance.miamibeachfl.gov</a> Interest will accrue 10% per annum until paid in full A lien will be placed if not paid by due date.	5,000.00
ACCOUNT 016409	TOTAL DUE 5,000.00

SEE COVER SHEET  
FOR AMOUNT DUE



CITY OF MIAMI BEACH  
1700 CONVENTION CENTER DRIVE  
MIAMI BEACH, FL  
(305) 873-7500  
L. D. Z.  
DEAUVILLE ASSOCIATES LLC  
555 NE 15TH STREET, STE 100  
LIN 300  
MIAMI, FL 33132

INVOICE 00070590

DATE	05/01/2012
ACCOUNT	016409
AMT DUE	5,000.00
DUE DATE	06/30/2012
FUND NUMBER	General Fund

Amount Paid: \_\_\_\_\_



CITY OF MIAMI BEACH  
1700 CONVENTION CENTER DRIVE  
MIAMI BEACH, FL  
33501-8773-7000  
L. D. 2  
DEAUVILLE ASSOCIATES LLC  
555 NE 15TH STREET, STE 100  
Unit 300  
MIAMI, FL 33132

INVOICE 00029592

DATE	05/01/2012
ACCOUNT	016409
AMT DUE	5,000.00
DUE DATE	05/01/2012
FUND	General Fund

<<< DUPLICATE INVOICE >>>

DESCRIPTION	AMOUNT
NOISE VIOLATION Failure to adhere to the City of Miami Beach noise ordinance. Section 46-102, Miami Beach City Ordinance DATE OF VIOLATION: 04/23/2012 CASE NUMBER: CE12009591 1ST OFFENSE: N 2ND OFFENSE: N 3RD OFFENSE: N 4TH OFFENSE: N 5TH OFFENSE: Y  Pay online at <a href="https://financialservices.miamibeachfl.gov">https://financialservices.miamibeachfl.gov</a> Interest will accrue 10% per annum until paid in full A fee will be placed if not paid by due date.	5,000.00
ACCOUNT 016409	TOTAL DUE 5,000.00

SEE COVER SHEET  
FOR AMOUNT DUE



CITY OF MIAMI BEACH  
1700 CONVENTION CENTER DRIVE  
MIAMI BEACH, FL  
33501-8773-7000  
L. D. 2  
DEAUVILLE ASSOCIATES LLC  
555 NE 15TH STREET, STE 100  
Unit 300  
MIAMI, FL 33132

INVOICE 00029592

DATE	05/01/2012
ACCOUNT	016409
AMT DUE	5,000.00
DUE DATE	05/01/2012
FUND NUMBER	General Fund

Amount Paid: \_\_\_\_\_





CITY OF MIAMI BEACH  
1700 CONVENTION CENTER DRIVE  
MIAMI BEACH, FL  
33139-3700  
L. D. Z.  
DEAUVILLE ASSOCIATES LLC  
565 NE 15TH STREET, STE 100  
Unit 300  
MIAMI, FL 33132

INVOICE 00079594

DATE	08/01/2012
ACCOUNT	016409
AMT DUE	5,000.00
DUE DATE	08/31/2012
FUND	General Fund

<<< DUPLICATE INVOICE >>>

DESCRIPTION	AMOUNT
NOISE VIOLATION Failure to adhere to the City of Miami Beach noise ordinance Section 46-157, Miami Beach City Ordinance DATE OF VIOLATION 04/25/2012 CASE NUMBER CE1200030 1ST OFFENSE N 2ND OFFENSE N 3RD OFFENSE N 4TH OFFENSE N 5TH OFFENSE Y  Pay online at <a href="https://finance.services.miamibeachfl.gov">https://finance.services.miamibeachfl.gov</a> Interest will accrue 10% per annum until paid in full A lien will be placed if not paid by due date.	5,000.00
ACCOUNT 016409	TOTAL DUE 5,000.00

SEE COVER SHEET  
FOR AMOUNT DUE



CITY OF MIAMI BEACH  
1700 CONVENTION CENTER DRIVE  
MIAMI BEACH, FL  
33139-3700  
L. D. Z.  
DEAUVILLE ASSOCIATES LLC  
565 NE 15TH STREET, STE 100  
Unit 300  
MIAMI, FL 33132

INVOICE 00079594

DATE	08/01/2012
ACCOUNT	016409
AMT DUE	5,000.00
DUE DATE	08/31/2012
FUND NUMBER	General Fund

Amount Paid \_\_\_\_\_

Statement Date  
30 Day Pay-Off  
Lien

04/01/2025  
Yes  
No

Start Date  
End Date  
Days

12%	04/30/2025	5.666
12%	08/14/2014	3.973
12%	09/31/2012	4.717
12%	09/31/2012	4.717
12%	09/31/2012	4.717
12%	09/31/2012	4.717
12%	09/31/2012	4.717
12%	09/31/2012	4.717

Bill #  
Amount Due  
Days  
Daily Rate  
Interest  
Total

13766	\$ 987.30	5.666	.0003287671	\$1,839.14	\$ 2,826.44
50860	\$ 650.00	3.973	.0003287671	\$849.02	\$ 1,499.02
29877	\$ 3,000.00	4.717	.0003287671	\$4,652.38	\$ 7,652.38
29885	\$ 5,000.00	4.717	.0003287671	\$7,753.97	\$ 12,753.97
29560	\$ 5,000.00	4.717	.0003287671	\$7,753.97	\$ 12,753.97
29562	\$ 5,000.00	4.717	.0003287671	\$7,753.97	\$ 12,753.97
29594	\$ 5,000.00	4.717	.0003287671	\$7,753.97	\$ 12,753.97
	\$ -				
	\$ 24,637.30			\$38,356.44	\$62,993.74

Lien Fee  
Total Pay-Off

\$ -  
\$ 62,993.74

INVOICE (00106985)				
BILLING CONTACT			BLACH	
Allyn West Enterprises, LLC DBA National Network 690 Sw 151 St 2715 Miami, FL 33130			1700 Convention Center Drive Miami Beach, Florida 33139 305 673 7000	
INVOICE NUMBER	INVOICE DATE	INVOICE DUE DATE	INVOICE STATUS	INVOICE DESCRIPTION
0106985	03/10/2018	03/16/2018	Due	CC2016-01577
REFERENCE NUMBER	FEE NAME			TOTAL
CC2016-01577	VID Special Event-001C (1st offense)			\$1,000.00
6701 Collins Ave. Room 604m Beach, FL 331414831				SUB TOTAL
				\$1,000.00
TOTAL				\$1,000.00

INVOICE (00452203)

BILLING CONTACT

DEANVILLE ASSOCIATES, LLC C/O NICHOLAS RODRIGUEZ, ESO  
205 S Biscayne Blvd. 300  
Miami, FL 33131

CC BEACH

1700 Convention Center Drive  
Miami Beach, Florida 33139  
305.673.7500

INVOICE NUMBER	INVOICE DATE	INVOICE DUE DATE	INVOICE STATUS	INVOICE DESCRIPTION
00452203	01/25/2024	02/25/2024	Due	CC2023-16059

REFERENCE NUMBER	FEE NAME	TOTAL
CC2023-16059	W/O Erosion Sediment Requirements 001G(1st Offense)	\$500.00
6191 Collins Ave Miami Beach, FL 33141		SUB TOTAL \$500.00
TOTAL		\$600.00

INVOICE (00103958)

BILLING CONTACT

Deasche Associates LLC / O ZARETSKY, LOUIS D  
666 N E 107th Street, 100  
Miami, FL 33132

MIAMI BEACH

1708 Convention Center Drive  
Miami Beach, Florida 33139  
305.673.7500

INVOICE NUMBER	INVOICE DATE	INVOICE DUE DATE	INVOICE STATUS	INVOICE DESCRIPTION
00103958	02/23/2018	02/23/2018	Due	NC2017-04207

REFERENCE NUMBER	FEE NAME	TOTAL
NC2017-04207	VID CHOSE002 (1st offense)	\$250.00
6701 Collins Ave Miami Beach, FL 33141-6031		SUB TOTAL \$250.00
TOTAL		\$250.00

Any refund associated with this invoice will only be issued to the billing contact listed herein.

INVOICE (00117688)				
BILLING CONTACT			MARTIN BEACH	
Deauxia Associates LLC/O ZARETSKY, LOUIS D 655 N E 15TH Street, 100 Miami, FL 33132			1700 Convention Center Drive Miami Beach, Florida 33139 305 673 7500	
INVOICE NUMBER	INVOICE DATE	INVOICE DUE DATE	INVOICE STATUS	INVOICE DESCRIPTION
00117688	06/05/2018	06/05/2018	Due	NC2017-04292
REFERENCE NUMBER	FEE NAME			TOTAL
NC2017-04292	VIO CHOISEB02 (3rd offense)			\$2,000.00
6701 Collins Ave Miami Beach, FL 331414831			SUB TOTAL	\$2,000.00
			TOTAL	\$2,000.00

INVOICE (00117691)				
BILLING CONTACT			BEACH	
DEFAULTE ASSOCIATES LLC C/O ZARETSKY, LOUIS D			1700 Conventer Center Drive	
6701 Collins Ave, 4th Floor			Miami Beach, Florida 33139	
Miami Beach, FL 33139			305 673 7000	
INVOICE NUMBER	INVOICE DATE	INVOICE DUE DATE	INVOICE STATUS	INVOICE DESCRIPTION
00117691	06/05/2018	06/05/2018	Due	NC2017-04407
REFERENCE NUMBER	FEE NAME			TOTAL
NC2017-04407	VIO CHDISE002 (eth offense)			\$3,000.00
6701 Collins Ave Miami Beach, FL 331414631				SUB TOTAL \$3,000.00
TOTAL				\$3,000.00

INVOICE (00117893)

BILLING CONTACT

Bracha Associates LLC D O ZARETSKY LOUIS D

559 Nw 10th Street 100

Miami, FL 33132

BEACH

1700 Convention Center Drive

Miami Beach, Florida 33139

305 873 7000

INVOICE NUMBER	INVOICE DATE	INVOICE DUE DATE	INVOICE STATUS	INVOICE DESCRIPTION
00117893	06/05/2018	06/05/2018	Due	NC2017-04482

REFERENCE NUMBER	SEE NAME	TOTAL
NC2017-04482	VOC/CHDISE002 (Stn of/Rese)	\$5,000.00
6701 Collins Ave Miami Beach, FL 331414831		Sub TOTAL \$5,000.00
TOTAL		\$6,000.00



INVOICE (00116520)

BILLING CONTACT

SEASIDE ASSOCIATES LLC C/O ZARITSKY LOUIS D  
6701 Collins Ave, Suite 1000  
Miami Beach, FL 33139

SEASIDE BEACH

1700 Convention Center Drive  
Miami Beach, Florida 33139  
305.873.7000

INVOICE NUMBER	INVOICE DATE	INVOICE DUE DATE	INVOICE STATUS	INVOICE DESCRIPTION
00116520	05/27/2018	06/27/2018	Due	NC2017-04699

REFERENCE NUMBER	FEE NAME	TOTAL
NC2017-04699	MO CHDISE002 (RM & Subseq)	\$5,000.00
6701 Collins Ave Miami Beach, FL 331410000		SUB TOTAL \$5,000.00
TOTAL		\$5,000.00

INVOICE (00388327)

BILLING CONTACT

THE BG GROUP, LLC c/o GREENBERG, STEVEN R  
15500 Lytle Road  
Delray Beach, FL 33446

BEACH

1700 Convention Center Drive  
Miami Beach, Florida 33139  
305.673.1000

INVOICE NUMBER	INVOICE DATE	INVOICE DUE DATE	INVOICE STATUS	INVOICE DESCRIPTION
00388327	09/14/2023	04/14/2023	Due	SV2022-20499

REFERENCE NUMBER	FEE NAME	TOTAL
SV2022-20499	VIG Perm-1-0015	\$100.00
6701 Collins Ave Miami Beach, FL 33141-8531		SUB TOTAL \$100.00
TOTAL		\$100.00

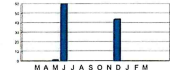
MIAMI BEACH

1700 CONVENTION CENTER DRIVE  
MIAMI BEACH, FL 33139

Billing Inquiries (305) 673-7440  
Sanitation (305) 673-7616  
Hearing/Dispute Inquiries (305) 673-7814  
Water Emergency (305) 673-7825

BILL DATE: 03/19/2025  
ACCOUNT #: 519145-00  
ADDRESS: DEANVILLE ASSOCIATES LLC  
6701 COLLINS AVE  
MIAMI BEACH, FL 33141-3242

Account Number 519145-00  
Service Address 6701 COLLINS AVE  
Meter # 238745521  
Size 1.0" Type 120110 Current Read Date 03/04/2025



CUSTOMER INFORMATION:  
Pursuant to Section 199.136, Florida Statutes: proposed rate, charge, and fee increases for water, sewer and/or stormwater service will be considered at the Miami Beach City Commission meeting scheduled for Wednesday, March 19, 2025. Additionally, effective April 1, 2025 the Miami-Dade County Recycling Fee will increase by 2%.

UTILITY BILLING STATEMENT

PREVIOUS CHARGES	CURRENT CHARGES	PAYMENTS & DEPOSITS	CURRENT DATE DUE	TOTAL
662,339.39	6,987.67	0.00	04/09/2025	669,326.06



Pay On Line: [www.miamibeachfl.gov](http://www.miamibeachfl.gov)  
Pay By Phone: (305) 673-7440  
Pay By Check To: City of Miami Beach  
Insert Check in Pre-Addressed Envelope Below.  
Please Include Account Number On Check.

519145-0000066929806

REMITTANCE STUB

CITY OF MIAMI BEACH

UTILITY BILLING

Current Read	Previous Read Date	Previous Read	Usage
107	01/29/2025	107	0

Previous Charges	662,339.39
Penalties	6,724.89
Block	31.86
Water	194.32
WELTRF	16.00
Total Current Charges	69787.47
Total Due	669326.06

MIAMI BEACH

BILL DATE: 03/19/2025  
ACCOUNT #: 519145-00

ADDRESS: DEANVILLE ASSOCIATES LLC  
6701 COLLINS AVE  
MIAMI BEACH, FL 33141-3242

PREVIOUS CHARGES	CURRENT CHARGES	PAYMENTS & DEPOSITS	CURRENT DATE DUE	TOTAL
662,339.39	6,987.67	0.00	04/09/2025	669,326.06



Make Checks Payable And Remit To:  
City of Miami Beach  
P.O. Box 116659  
Atlanta, GA 30368-6659  
Please Include Account Number On Check.

519145-0000066929806

CITY OF MIAMI BEACH  
1700 CONVENTION CENTER DRIVE  
MIAMI BEACH, FLORIDA 33139  
(305) 673-7420

Utility Bills Acct#519145-00  
Folio #02-3111-007-0420

**CLAIM OF LIEN**

NOTICE IS HEREBY GIVEN OF THE INTENTION OF THE CITY OF MIAMI BEACH TO HOLD A LIEN IN THE AMOUNT OF \$70,029.49 EXCLUSIVE OF COSTS, PENALTIES AND INTEREST PRESCRIBED BY LAW, AGAINST CERTAIN REAL PERSONAL PROPERTY PURPORTEDLY OWNED BY DEAUVILLE ASSOCIATES, LLC, LOCATED AT 6201 COLLINS AVE, MIAMI BEACH, FL 33141-2844 AND LEGALLY DESCRIBED AS FOLLOWS:

AMID PL OF 2ND OCEAN FRONT SUB  
PB 26-28  
LOT 44 B.L.K. 1  
& PORT LYING EAST & ADJACENT  
WEST OF ERONON LINE PER  
PB 195-62  
LOT SIZE 166,600 SQ FT M/L  
FKA THE DEAUVILLE HOTEL  
A RESORT CONDO  
PAU 02 3211 054 0001

SAID LIEN IS AUTHORIZED PURSUANT TO CHAPTERS OF THE MIAMI BEACH CITY CODE REFERENCED BELOW, FOR REFUSAL AND NEGLECT TO FILE OR PAY RESORT TAX AND LATE CHARGES WITHIN THE TIME DUE BY LAW, AND/OR FOR REFUSAL AND NEGLECT TO PAY BILLS, ACCOUNTS AND VIOLATION CHARGES INCURRED AT THE PROPERTY DESCRIBED ABOVE OR FOR SERVICES PROVIDED BY THE CITY OF MIAMI BEACH WITHIN THE TIME DUE BY LAW, WHICH AMOUNT HAS BECOME DUE AND OWING ON THE DATE OR DATES SPECIFIED HEREIN: **OCTOBER 11, 2019.**

AFORESAID, AND UNTIL FULLY PAID AND DISCHARGED, SHALL REMAIN LIENS EQUALLY IN RANK AND DIGNITY TO AD VALOREM TAXES, AND SUPERIOR IN RANK AND DIGNITY TO OTHER LIENS, ENCUMBRANCES, TITLES, AND CLAIMS AGAINST THE REAL PROPERTY INVOLVED. THESE UNPAID AND DELINQUENT CHARGES, TOGETHER WITH PENALTIES SAID FEES AND CHARGES CONSTITUTE, AND ARE HEREBY IMPOSED AS A LIEN AGAINST THE REAL PROPERTY IMPOSED SHALL REMAIN ALONG WITH INTERESTS, COSTS AND ANY PENALTIES PRESCRIBED BY LAW, AND BEING AUTHORIZED IN ACCORDANCE WITH THE FOLLOWING PROVISIONS OF THE CODE OF THE CITY OF MIAMI BEACH, FLORIDA.

CHAPTER 66 - SECTION 66-8 UNIMPROVED VACANT UNOCCUPIED OR CLOSED STRUCTURES, CONSTRUCTION SITES OR VACANT LOTS, MAINTENANCE PROCEDURES REQUIRED OF OWNERS;  
CHAPTER 90 - SECTION 90-121 LIABILITY FOR FEES, SEC 90-123 SINGLE UTILITY BILLING;  
SEC 90-123 WHEN FEE PAYABLE, SEC 90-124 LIENS, PENALTY FOR DELINQUENCY IN PAYMENT OF FEES  
CHAPTER 102 - RESORT TAX, ARTICLE 1, PART 1, SUBCHAPTER 102-11, 102-20, 102-21 AND 102-22;  
CHAPTER 110 - SECTION 110-42 TURN-ON AND SHUT-OFF, SEC 110-101 PAYMENT OF BILLS, SEC 110-102 DELINQUENT ACCOUNTS, CREATION OF LIENS;  
CHAPTER 120 - SECTION 120-123 FEE COLLECTION

UNDER OATH, I HAVE HEREUNTO AFFIXED THE OFFICIAL SEAL OF THE CITY OF MIAMI BEACH, FLORIDA, THIS **11<sup>th</sup> DAY OF OCTOBER 2019.**

*Sallyn Christensen*  
SALLYN CHRISTENSEN, FINANCIAL ANALYST  
CITY OF MIAMI BEACH  
1700 CONVENTION CENTER DRIVE  
MIAMI BEACH, FLORIDA 33139

PREPARED BY: RAUL AGUILA, CITY ATTORNEY  
CITY OF MIAMI BEACH  
1700 CONVENTION CENTER DR  
MIAMI BEACH, FLORIDA 33139

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED SALLYN CHRISTENSEN, KNOWN TO ME TO BE THE FINANCIAL ANALYST FOR THE CITY OF MIAMI BEACH, ACKNOWLEDGED TO AND BEFORE ME THAT HE EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN EXPRESSED, PURSUANT TO HIS AUTHORITY.  
*Raul Aguil*  
NOTARY PUBLIC, STATE OF FLORIDA  
MY COMMISSION EXPIRES: \_\_\_\_\_

THIS LIEN DRAWS INTEREST AT THE RATE OF 12% PER ANNUM

INTEREST CALCULATOR -

Lien Interest 12% per annum or .01 per month or .00032076712 per day

04/01/2025

0.00032076712

INT 44458

INVOICE #	START DATE	END DATE	TOTAL DAYS	AMOUNT	TOTAL INTEREST	TOTAL AMOUNT DUE	RECORDING FEE	GRAND TOTAL
BK 31706								
PG 4765	11/27/2019	04/30/2025	1981	\$70,096.49	\$ 45,654.26	\$115,752.77	\$ 20.00	\$ 115,772.77

INVOICE (00300403)				
BILLING CONTACT ENTERPRISE HOLDINGS 14000 SW 15TH Avenue 100 Miami, FL 33186			BEACH 1700 Convention Center Drive Miami Beach, Florida 33139 305 673 7000	
INVOICE NUMBER	INVOICE DATE	INVOICE DUE DATE	INVOICE STATUS	INVOICE DESCRIPTION
00300403	01/21/2021	09/30/2021	Due	NONE
REFERENCE NUMBER	FEE NAME			TOTAL
RL-01000243	Business Occupancies - General offices			\$60.00
RL-01000243	Occ Code 95013800 Fee Renewal			\$185.00
6887 Collins Ave Miami Beach, FL 33141-4831				SUB TOTAL
				\$245.00
TOTAL				\$245.00

INVOICE (00117468)				
BILLING CONTACT RED COFFEE CORP RED COFFEE CORP 3800 So. 107th St North Miami Beach, FL 33160			1700 Convention Center Drive Miami Beach, Florida 33139 305 673 7900	
INVOICE NUMBER	INVOICE DATE	INVOICE DUE DATE	INVOICE STATUS	INVOICE DESCRIPTION
00117468	06/03/2018	06/03/2018	Due	NONE
REFERENCE NUMBER	FEE NAME			TOTAL
RL-10000744	878 Upcharge - Late Fee			\$53.00
RL-10000744	Occ Code 95016401 Fee			\$212.00
SUB TOTAL				\$265.00
TOTAL				\$265.00

INVOICE (00117467)

BILLING CONTACT

RED COFFEE CORP

RED COFFEE CORP

3008 Nw 187Th St

North Miami Beach, FL 33146

555-77-BEACH

1700 Convention Center Drive

Miami Beach, Florida 33139

305-673-7200

INVOICE NUMBER	INVOICE DATE	INVOICE DUE DATE	INVOICE STATUS	INVOICE DESCRIPTION
00117467	06/03/2018	06/03/2018	Due	NONE

REFERENCE NUMBER	FEE NAME	TOTAL
RL-10000744	STR Upcharge - Late Fee	\$70.47
RL-10000744	am	\$69.86
RL-10000744	Doc Code 95015401 Fee	\$171.00
SUB TOTAL		\$292.33
TOTAL		\$162.36

6701 Collins Ave Miami Beach, FL 33141-3242

Any refund associated with this invoice will only be issued to the billing contact listed herein.



INVOICE (00117469)

BILLING CONTACT

RED COFFEE CORP

RED COFFEE CORP

3600 Ne 167th St

North Miami Beach, FL 33160

DEACH

1700 Convention Center Drive

Miami Beach, Florida 33139

305 673 7000

INVOICE NUMBER	INVOICE DATE	INVOICE DUE DATE	INVOICE STATUS	INVOICE DESCRIPTION
00117469	06/03/2018	06/03/2018	Due	NONE

REFERENCE NUMBER	Fee Name	TOTAL
RL-10000744	BTR Upcharge - Change of Specifications	\$330.85
RL-10000744	BTR Upcharge - Change of Specifications	\$330.85
6701 Collins Ave Miami Beach, FL 33141-3242		
SUB TOTAL		\$670.70
TOTAL		\$670.70

INVOICE (0002242)				
BILLING CONTACT REYNOLDA MURIELLO 6701 Collins Ave Miami Beach, FL 33141-0831			FLORIDA BEACH 1700 Conception Center Drive Miami Beach, FL 33139 305.873.1000	
INVOICE NUMBER	INVOICE DATE	INVOICE DUE DATE	INVOICE STATUS	INVOICE DESCRIPTION
0002242	03/15/2017	03/15/2017	Due	NONE
REFERENCE NUMBER	FEL NAME			TOTAL
RL-10004812	Occ Code 9500202 Fee			\$771.00
6701 Collins Ave Miami Beach, FL 33141-0831				SUB TOTAL
				\$771.00
TOTAL				\$771.00

INVOICE (00124864)

BILLING CONTACT

MIAMI BEACH VACATION CLUB, LLC  
MIAMI BEACH VACATION CLUB, LLC  
6791 Collins Ave, Lobby  
Miami Beach, FL 33141-3242

MIAMI BEACH

1700 Conventen Center Drive  
Miami Beach, Florida 33139  
305.573.7700

INVOICE NUMBER	INVOICE DATE	INVOICE DUE DATE	INVOICE STATUS	INVOICE DESCRIPTION
00124864	07/03/2016	09/30/2016	Due	NONE

REFERENCE NUMBER	FEE NAME	TOTAL
RL-10008642	Occ Code 55020004 Fee	\$245.00
6701 Collins Ave Lobby Miami Beach, FL 33141-3242		SUB TOTAL \$245.00
TOTAL		\$245.00

Any refund associated with this invoice will only be issued to the billing contact listed herein.

INVOICE (00157221)				
BILLING CONTACT			MIAMI BEACH	
MIAMI BEACH VACATION CLUB, LLC			1700 Conventos Center Drive	
MIAMI BEACH VACATION CLUB, LLC			Miami Beach, Florida 33139	
8701 Collins Ave. Lobby			305 873 7000	
Miami Beach, FL 33141-3242				
INVOICE NUMBER	INVOICE DATE	INVOICE DUE DATE	INVOICE STATUS	INVOICE DESCRIPTION
00107221	0204/2019	0204/2019	Due	NONE
REFERENCE NUMBER	FEE NAME			TOTAL
RL-10008842	STR Upcharge - Late Fee			\$61.25
8701 Collins Ave Lobby Miami Beach, FL 33141-3242			SUB TOTAL	\$61.25
			TOTAL	\$61.25

Any refund associated with this invoice will only be issued to the billing contact listed herein.

INVOICE (00117471)				
BILLING CONTACT 88 OPTICAL SUPPLY USA INC 88 OPTICAL SUPPLY USA INC 7072 NW 10TH ST Pembroke Pines, FL 33024			88 OPTICAL SUPPLY USA INC 4700 Conquest Center Drive Miami Beach, Florida 33139 305 673 7000	
INVOICE NUMBER	INVOICE DATE	INVOICE DUE DATE	INVOICE STATUS	INVOICE DESCRIPTION
00117471	06/03/2018	06/03/2018	Due	NONE
REFERENCE NUMBER	FEE NAME			TOTAL
RL-10008884	BTR Upcharge - Late Fee			\$119.12
RL-10008884	Mercantile Occupancy Classes A, B, and C			\$51.50
RL-10008884	Occ. Code 95012605 Fee			\$659.00
6701 Colina Ave Miami Beach, FL 33141-3242				SUB TOTAL
				\$895.02
TOTAL				\$895.02

BEFORE THE SPECIAL MAGISTRATE  
IN AND FOR THE CITY OF  
MIAMI BEACH, FLORIDA (CORRECTIVE ORDER)

Special Magistrate Case #: SMC2020-01415

Violation #: ZV2020-03121

Owner/Agent: DEAUVILLE ASSOCIATES LLC

Parcel Number: 023210070420

Property Owner: DEAUVILLE ASSOCIATES LLC

VIOLATION: Miami Beach City Code Failing to comply with the minimum required standards in a historic district in violation of section 118-532(g) of the City Code, failing to preserve against decay, deterioration and demolition and failing to take prompt and corrective action to any physical defect which jeopardizes the building's historic, architectural and structural integrity, which include, but are not limited to, the following:

Property Address: 6791 COLLINS AVE

Legal Description: A RESORT CONDO FAU 02 3211 054 0001 PB 28-28 LOT 44 BLK 1 & PORT LYING EAST & ADJACENT ADJ PL OF 2ND OCEAN FRONT SUB WEST OF PROVISION LINE: PIR PB 105-02 LOT SIZE: 166500 SQ FT MOL. FKA THE DEAUVILLE HOTEL.

This cause came on to be heard ex-parte, as provided by F.S. 162.09 and Miami Beach City Code Section 30-77, before the Special Magistrate, based upon an Affidavit of Noncompliance, evidencing that the above-referenced violation(s) still exists, and that this Special Magistrate's prior Order has not been complied with, therefore, it is:

ORDERED AND ADJUDGED:

1. A fine of \$5,000.00 a day for each day of noncompliance shall begin running as of March 1, 2021 pursuant to a prior Special Magistrate order.

The Clerk of the Special Magistrate is directed to record a certified copy of this Order in the Public Records of Miami-Dade County, Florida, at which time this Order shall become a LIEN upon all real or personal property owned by the violators. The amount of the lien, along with costs, interest and attorney's fees, shall continue to accrue until satisfied by full payment. After 3 months from the date of filing of said lien, if unpaid, the City Attorney's Office is authorized to foreclose upon said lien.

Done and Ordered as of December 16, 2021

Enrique Zamora

As Special Magistrate for the City of Miami Beach

State of Florida

County of Miami-Dade) ss

NOTED IN FLORIDA

CERTIFICATE OF MIAMI-DADE

That I, Clerk of the Special Magistrate, City of Miami Beach, Florida, do hereby certify that the above and foregoing is true and correct, and that the original thereof is on file in this office.

Witness my hand and official seal this

16th day of December, 2021.

Harvey Ruvin, Clerk of Court

Clerk of Court for Special Magistrate

The foregoing instrument was acknowledged before me on December 16, 2021 by Enrique Zamora, as Special Magistrate for the City of Miami Beach, Florida, who is personally known to me and who did not take an oath.



This instrument was prepared by: Office of the City Attorney, 1700 Convention Center Dr., Miami Beach, FL 33139

Copy furnished to: DEAUVILLE ASSOCIATES LLC

DAILY INTEREST		0 000328767
03/25/2025	SMC2020-01415	
DAYS	600	93
BEGIN	03/01/2021	01/03/2024
END	10/22/2022	04/06/2024
DAILY FINE	\$ 5,000.00	\$ 5,000.00
TOTAL FINE	\$ 3,000,000.00	\$ 465,000.00
INTEREST	\$ 991,780.82	\$ 14,217.53
TOTAL	\$ 3,991,780.82	\$ 479,217.53
INTEREST DAYS	920	389
BEGIN DATE	10/23/2022	04/08/2024
END DATE	04/30/2025	04/30/2025
DAILY INTEREST	\$ 1,086,390.68	\$ 61,287.33
TOTAL*	\$ 4,678,171.50	\$ 540,504.86
BK / PG	32982/3713	
	\$5,216,676.36	

\*does not include the recording fee

Execution Version

**Exhibit B**



CITY OF MIAMI BEACH  
1700 CONVENTION CENTER DRIVE, MIAMI BEACH FL 33139-1824  
Telephone (305) 673-7420

MIAMI BEACH

March 31, 2025

Property Address: 8025 INDIAN CREEK DR

STATEMENT# INT 58259

FOLIO NO: 02-3319-007-1808

Percentage of Ownership of the unit towards Condo elements: 100.0%

"All releases are good ONLY for 30 days. If not paid by due date additional fees will incur. Statement Expires: 4/30/25"

ENTIRE PROPERTY

THIS IS TO CERTIFY THAT THE FOLLOWING MUNICIPAL LIENS OR ASSESSMENTS ARE DUE AND PAYABLE AGAINST:

11 53 42 2ND OCEAN FRONT SUB PB 28-28 LOTS 33 THRU 36 BLK 7 LOT SIZE 34840 SQ FT OR 17912-2625 1297 1

COC 22058-0620 01 2004 6 (3)

Charge Type:	Account Number	Service Period	Due Date	Amount Due	Interest Due	Recording Fees	Amount Owed BY: Common Area	
1) UTILITY BILL:	519146-00	N/A	12/10/2018	\$72.73			\$72.73	
	519146-01	N/A	04/07/2025	\$115,065.19			\$115,065.19	
		READ DATE AS OF 03/04/2025						
	519149-00	N/A	04/05/2021	\$11,429.04			\$11,429.04	
	*NOTE: Balance is subject to a final bill.							
2) UNSAFE STRUCTURE	US2023-04259	DEAUVILLE ASSOCIATES LLC		\$500.00			\$500.00	
3) RESORT TAX LIENS **		SEE ATTACHED STATEMENT FOR AMOUNT DUE					\$0.00	
4) CITY BILLS		SEE ATTACHED STATEMENT FOR AMOUNT DUE					\$0.00	
5) CITY INVOICES	SV2023-21644	DEAUVILLE ASSOCIATES LLC		\$1,301.25			\$1,301.25	
	ZV2022-04494	DEAUVILLE ASSOCIATES LLC		\$500.00			\$500.00	
	**RELATED TO CASE #: SMC2023-02439**							
6) ELEVATOR		SEE ATTACHED STATEMENT FOR AMOUNT DUE					\$0.00	
7) SPECIAL ASSESSMENT		SEE ATTACHED STATEMENT FOR AMOUNT DUE					\$0.00	
8) LICENSING	RL-10009257	DEAUVILLE ASSOCIATES LLC		\$1,097.50			\$1,097.50	
	*NOTE: Balance subject to Penalties upon payment date.							
9) RECORDED LIEN	BK-34051 / PG-4561	**SEE SPECIAL MAGISTRATE SECTION FOR AMOUNTS DUE**					\$0.00	
10) OPEN VIOLATION - (with no money currently owed)		SEE ATTACHED STATEMENT FOR OPEN VIOLATIONS					\$0.00	
11) PERMITS	***Contact Building Department for further information. 305-673-7810							
	SEE ATTACHED STATEMENT FOR OPEN PERMITS							
12) PARKING	***Contact Parking Department for further information. 305-673-7275							
13) PUBLIC WORKS	***Contact Public Works Department for further information. 305-673-7880							
14) FIRE	***Contact Fire Department for Open Violations and Permits. 305-673-7123							
15) PLANNING AND ZONING	***Contact Planning and Zoning Department for further information. 305-673-7550							
16) FINANCE	***Contact Finance Department for further information. 305-673-7420							
							\$0.00	

Property Address: 6626 INDIAN CREEK DR STATEMENT# INT 56259  
171 TOURISM & CULTURE \*\*\*Contact Tourism & Culture Department for further information. 305-673-7877

\$0.00

181 ENVIRONMENT AND SUSTAINABILITY \*\*\*Contact Environment and Sustainability Department for further information. 305-673-7884

\$0.00

THE SECTION BELOW ONLY APPLIES TO SPECIAL MAGISTRATE CASES/LIENS

19) SPECIAL MAGISTRATE *	SMC2023-02438	DEAUVILLE ASSOCIATES LLC	\$116,335.00	\$11.00	\$116,346.00
		COURT FEES	\$116.00		\$116.00
	BK-24051 / PG-4361	**RECORDED LIEN - RELATED TO CASE #: ZV2022-0464**			
	SM82023-02059*	DEAUVILLE ASSOCIATES LLC	\$128.00		\$128.00
	SMC2022-02312*	DEAUVILLE ASSOCIATES LLC	\$116.00		\$116.00
	SMC2024-02055*	DEAUVILLE ASSOCIATES LLC	\$136.00		\$136.00

\*PARTIAL NOT AVAILABLE; CASE NOT IN LIEN STATUS

\*Special Instructions: **With check payable to: City of Miami Beach**  
**Write the Special Magistrate Case Number on the Check**  
**Mail to: Special Magistrate Office: 1700 Convention Center Drive, Miami Beach, FL 33139**  
**\*Note: Petitioner: Please if case is SMC2023-02438, Shavonne Bryant if case is SM82023-02059**

TOTAL AMOUNT DUE

\$248,768.33

SPECIAL MAGISTRATE - 305.673.7781 CODE COMPLIANCE - 305.673.7555 LIEN DESK - 305.673.7778

ADDITIONAL: BILLS MAY BE DUE FROM DATE OF LAST REGULAR READING TO DATE OF FINAL READING. ALL DELINQUENT CHARGES BEAR A PENALTY OF 10% RECORDED LIENS BEAR INTEREST AT 12% PER ANNUM UNPAID AND/OR DELINQUENT CHARGES TOGETHER WITH ALL PENALTIES IMPOSED THEREON, SHALL REMAIN AND CONSTITUTE SPECIAL ADJUDICATED LIENS AGAINST THE REAL PROPERTY.

NOTICE: SHORT TERM RENTALS OF LESS THAN 90 DAYS AND ONE DAY ARE NOT PERMITTED IN SINGLE FAMILY HOMES, AND IN ZONING DISTRICTS THAT DO NOT PERMIT HOTEL USES. SEE SECTIONS 142.96(3)(a) AND 142-1115, MIAMI BEACH CITY CODE.

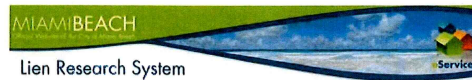
I hereby certify that this Lien Statement is a true and accurate reflection (as of the date of this Lien Statement) of those Liens and for City Bills (per the files of the City of Miami Beach Finance Department) due and owing the City of Miami Beach regarding the subject property.

MICHAEL SUAREZ, CUSTOMER SERVICE REPRESENTATIVE I

SUBSCRIBED AND SWORN to before me this 1 day of April, 2025.

NOTARY PUBLIC, STATE OF FLORIDA  
DADE COUNTY





City of Miami Beach Lien Search Statement

Parcel: 0232110071800  
Address: 6625 INDIAN CREEK DR  
Internal Staff Statement ID: 56269  
Date: 4/1/2025 5:46:04 PM

Legal Description for Parcel # 0232110071800:  
11 53 42 2ND OCEAN FRONT SUB PB 28-28 LOTS 33 THRU 36 BLK 7 LOT SIZE 34940 SQ  
FT OR 17912-2625 1297 1 COC 22058-0620 01 2004 6 (3)

The City of Miami Beach will accept payment for amounts reflected on this statement for up to 30 days from the date of this statement. However, if this total includes a partial payoff for a Special Magistrate Lien, the amount is an estimate and the final amounts should be obtained by contacting the Lien Research Team at 305-673-7778 or by emailing: [lienresearch@miamibeachfl.gov](mailto:lienresearch@miamibeachfl.gov)

As of 4/1/2025, the outstanding amounts due on Parcel# 0232110071800 are:

Total Amount Due for this Parcel: **\$160,503.70** MS

SEE COVER SHEET  
FOR AMOUNT DUE

SUBTOTALS:

The amounts due listed below are for Parcel #: 0232110071800

	Amount Owed:
City Invoices subtotal:	\$1,801.25
Utility Billing subtotal:	\$126,666.96
Special Magistrate subtotal:	\$30,677.99
Unsafe Structure Violations subtotal:	\$500.00
Licensing subtotal:	\$1,057.50

Details for Parcel 0232110071800:

City Bills subtotal for Parcel 0232110071800: \$0.00

City Invoices subtotal for Parcel 0232110071800: \$1,801.25

Parcel Number	Case / Ref #	Status	Balance	Bill Type	Name
0232110071800	SV2023-21644	Fine Owed	\$1,000.00	Code Enforcement	DEAUVILLE ASSOCIATES, LLC C/O ZARETSKY, LOUIS D
0232110071800	SV2023-21644	Fine Owed	\$301.25	Code Enforcement	DEAUVILLE ASSOCIATES, LLC C/O ZARETSKY, LOUIS D
0232110071800	ZV2022-04494	Special Magistrate	\$500.00	Code Enforcement	DEAUVILLE ASSOCIATES LLC C/O ZARETSKY, LOUIS D

Utility Billing subtotal for Parcel 0232110071800: \$126,566.96

Parcel Number	Account #	Invoice #	Due Date	Balance	Name
0232110071800	519146-00	09349323	12/10/2018	\$72.73	67 TH STREET HOLDING,
0232110071800	519146-01	10258548	04/07/2025	\$115,065.19	DEAUVILLE ASSOCIATES LLC,
0232110071800	519149-00	09669933	04/09/2021	\$11,429.04	67TH STREET HOLDINGS, LLC,

Licensing subtotal for Parcel 0232110071800: \$1,057.50

Parcel Number	License / BTR #	License Year	Balance	Name
0232110071800	RL-10006267	2018	\$1,057.50	DEAUVILLE ASSOCIATES LLC

Resort Tax subtotal for Parcel 0232110071800:

Resort Tax Assessments for Parcel 0232110071800:

SEE COVER SHEET  
FOR AMOUNT DUE

Resort Tax Memorandums for Parcel 0232110071800:

Special Assessments subtotal for Parcel 0232110071800: \$0.00

Special Magistrate subtotal for Parcel 0232110071800: \$30,577.69 MS

Parcel Number	Case #	Balance	Name	Status
0232110071800	SMC2023-02438	\$116.00	DEAUVILLE ASSOCIATES LLC C/O ZARETSKY, LOUIS D	Lien

Parcel Number	Case #	Balance	Name	Status
0232110071800	SMC2023-02438	\$29,942.99	DEAUVILLE ASSOCIATES LLC C/O ZARETSKY, LOUIS D	Lien
0232110071800	SMC2023-02438	\$11.00	DEAUVILLE ASSOCIATES LLC C/O ZARETSKY, LOUIS D	Lien
0232110071800	SMB2023-02059	\$128.00	DEAUVILLE ASSOCIATES LLC	Open
0232110071800	SMB2023-02059	\$128.00	LOUIS ZARETSKY,	Open
0232110071800	SMC2024-03055	\$136.00	DEAUVILLE ASSOCIATES LLC C/O ZARETSKY, LOUIS D	Open
0232110071800	SMC2022-02312	\$116.00	DEAUVILLE ASSOCIATES LLC C/O ZARETSKY, LOUIS D	Owe Money

\* Each Special Magistrate Case may be associated with multiple liens filed with the county. To have each lien released with the county, please include an additional \$11.00 per lien in addition to the payoff amounts. Lien payments must be remitted with an \$11.00 recording fee for each lien for final release or contact the Lien Research Team for more information.

Elevator Permits subtotal for Parcel 0232110071800: \$0.00

Unsafe Structure Violations subtotal for Parcel 0232110071800: \$500.00

Parcel Number	Case #	Date of Service	Balance	Name
0232110071800	US2023-04259	01/04/2023	500.00	DEAUVILLE ASSOCIATES LLC

Recorded Liens subtotal for Parcel 0232110071800: \$0.00

For Information Only

For any questions on Building Permits/Violations please contact the Building Department at 305-673-7610. For any questions on Code Violations, please contact Code Compliance at 305-673-7555.

Open Violations (with no money currently owed)

Parcel Number	Case #	Status	Balance	Violation Type	Name
0232110071800	FAI18-006298	Notice of Violation	\$0.00	Unknown	BELINDA MERUELO
0232110071800	FAI18-006298	Notice of Violation	\$0.00	Unknown	DEAUVILLE ASSOCIATES LLC
0232110071800	FAI19-014647	Notice of Violation	\$0.00	Unknown	BELINDA MERUELO
0232110071800	FAI19-014647	Notice of Violation	\$0.00	Unknown	DEAUVILLE ASSOCIATES LLC
0232110071800	PM2022-05400	Notice of Violation – Certified Mail	\$0.00	Code Enforcement	DEAUVILLE ASSOCIATES LLC GIO ZARETSKY, LOUIS D
0232110071800	PM2023-05749	Special Magistrate	\$0.00	Code Enforcement	DEAUVILLE ASSOCIATES LLC GIO ZARETSKY, LOUIS D

Open Permits:

Parcel Number	Case #	Permit Status	Applied Date	Approved Date	Expired Date	Balance	Name	Contact
0232110071800	BC2321091	Issued	03/15/2023	03/13/2024	06/09/2025	\$0.00	Rebuild Miami LLC	Building 305-673-7610

Active Certificates (Certificate Process in Approved and Issued status are a valid and active.):

Parcel Number	Case #	Permit Status	Applied Date	Approved Date	Expired Date	Balance	Name
---------------	--------	---------------	--------------	---------------	--------------	---------	------

**Accuracy of Results:**

The City of Miami Beach makes every effort to ensure the accuracy of the provided information. The search engine is updated nightly based on the data at the City of Miami Beach. Under most circumstances, search results are current as of the prior business day. Access to information in the database is limited to those users who acknowledge and agree to the Terms of Use and signify their agreement.

Additional Utility Bills may be due from date of last regular reading to date of final reading. All delinquent City Bills bear interest at 1.5% per month. Recorded liens bear interest at 12% per annum. Unpaid and/or delinquent charges together with all penalties imposed thereon, shall remain and constitute special assessment liens against the real property.

Notice: Short term rentals of less than six months and one day are not permitted in single family homes, and in zoning districts that do not permit hotel uses. See sections 142-905(b)(5) and 142-1111, Miami Beach City Code.

The Lien Research Team can be contacted at [lienresearch@miamibeachfl.gov](mailto:lienresearch@miamibeachfl.gov)  
or at 305-673-7778



INVOICE (00450413)

BILLING CONTACT

DEAUVILLE ASSOCIATES, LLC C/O ZARETSKY, LOUIS D  
2915 Biscayne Blvd, 100 And 300  
Miami, FL 33137

MIAMI BEACH  
1700 Convention Center Drive  
Miami Beach, Florida 33139  
305.673.7000

INVOICE NUMBER	INVOICE DATE	INVOICE DUE DATE	INVOICE STATUS	INVOICE DESCRIPTION
00450413	01/17/2024	02/17/2024	Due	SV2023-21644

REFERENCE NUMBER	FEE NAME	TOTAL
SV2023-21644	Sanitation Work Order Costs	\$301.25
SV2023-21644	VIO Fortiwalk-001S (1st offense)	\$1,000.00
6625 Indian Creek Dr Miami Beach, FL 33141		SUB TOTAL
		\$1,301.25
TOTAL		\$1,301.25

1700 CONVENTION CENTER DRIVE  
MIAMI BEACH, FL 33139

Billing Inquiries: (305) 673-7440  
Sanitation: (305) 673-7616  
Hearing/Speech Impaired: (305) 673-7811  
Water Emergency: (305) 673-7625

BILL DATE: 12/17/2018  
ACCOUNT #: 519146-00  
ADDRESS: 67 TH STREET HOLDING  
6525 INDIAN CREEK DR  
MIAMI BEACH, FL 33141

**UTILITY BILLING STATEMENT****FINAL BILL**

PREVIOUS CHARGES	CURRENT CHARGES	PAYMENTS & DEPOSITS	CURRENT DATE DUE	TOTAL
3,278.91	0.00	-3,206.18	01/14/2025	72.73



Pay On Line: [www.miamibeachfl.gov](http://www.miamibeachfl.gov)

**Pay By Phone: (305) 673-7460**

**Pay By Check To: City Of Miami**  
**Insert Check In Pre-Addressed**

Insert Check In Pre-Addressed Envelope Below.  
Please Include Account Number On Check.

Please Include Account Number On Check

35191460000000007273

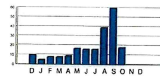
## REMITTANCE STUB

Account Number	Service Address
519146-00	6625 INDIAN CREEK DR

## CITY OF MIAMI BEACH

## UTILITY BILLING

Meter #	Size	Type	Current Read Date	Current Read	Previous Read Date	Previous Read	Usage
09602287	1.0"	WATER	10/22/2018	2,718	10/22/2018	2,718	0
20094603	2.0"	WATER	10/22/2018	1,636	10/22/2018	1,636	0
20094601	2.0"	WATER	10/22/2018	33,915	10/22/2018	33,915	0



Previous Charges	3,276.91
Bill Credits	-535.00
Payments & Deposits	-2,671.18
Other	0.00
Total Current Charges	0.00
Total Due	72.73

**CUSTOMER INFORMATION:**

Notice to all billing customers: Pursuant to Ordinance 2020-4384, effective Oct. 1, 2024, the base and consumption components of the water and sewer charges will be increased by 3.7%. In addition, pursuant to Ordinance 2019-4299, as a result of the Consumer Price Index increase of 5.7% by the Bureau of Labor of Statistics, the Stormwater utility fee will be indexed to the CPI.

## MIAMIBEACH

BILL DATE: 12/17/2018  
ACCOUNT #: 519146-00  
ADDRESS: 87 TH STREET HOLDING  
6525 INDIAN CREEK DR  
MIAMI BEACH, FL 33141

CURRENT CHARGES	PAYMENTS & DEPOSITS	CURRENT DATE DUE	TOTAL
0.00	-3,206.18	01/14/2025	72.73



Make Checks Payable And Remit To:  
City Of Miami Beach  
PO Box 116649  
Atlanta, GA 30368-6649  
Please Include Account Number On Check

354946000000007273

# MIAMI BEACH

1700 CONVENTION CENTER DRIVE  
MIAMI BEACH, FL 33139  
Billing Inquiries: (305) 873-7440  
Sanitation: (305) 873-7616  
Hearing/Seepage Inquiries: (305) 873-7814  
Water Emergency: (305) 873-7625

BILL DATE: 03/17/2025  
ACCOUNT #: 019146-01  
ADDRESS: DEANVILLE ASSOCIATES LLC  
6625 INDIAN CREEK DR  
MIAMI BEACH, FL 33141

## UTILITY BILLING STATEMENT

PREVIOUS CHARGES	CURRENT CHARGES	PAYMENTS & DEPOSITS	CURRENT DATE DUE	TOTAL
111,894.32	3,210.87	0.00	04/07/2025	115065.19



Pay On Line: [www.miamibeachfl.gov](http://www.miamibeachfl.gov)  
Pay By Phone: (305) 873-7440  
Pay By Check To: City Of Miami Beach  
Insert Check in Pre-addressed Envelope Below.  
Please Include Account Number On Check.

3519146010011506519

## REMITTANCE STUB

Account Number	Service Address	CITY OF MIAMI BEACH
019146-01	6625 INDIAN CREEK DR	UTILITY BILLING
Meter #	Size	Type
420222023	2.0"	NR118
420221162	2.0"	100110

Current Read	Previous Read Date	Previous Read	Usage
0	01/29/2025	0	0
0	01/29/2025	0	0
Previous Charges			
			111,894.32
Penalties			1,497.24
Fire Sprinkler Fee			66.70
Sewer			67.23
Storm			1,433.70
Water			130.00
Wastep			16.00
Total Current Charges			3210.87
Total Due			115065.19

**CUSTOMER INFORMATION:**  
Pursuant to Section 180.135, Florida Statutes: proposed rate, charge, and fee increases for water, sewer and/or stormwater service will be considered at the Miami Beach City Commission meeting scheduled for Wednesday, March 19, 2025. Additionally, effective April 1, 2026 the Miami Beach County Recycling Fee will increase by 2%.

# MIAMI BEACH

BILL DATE: 03/17/2025  
ACCOUNT #: 019146-01  
ADDRESS: DEANVILLE ASSOCIATES LLC  
6625 INDIAN CREEK DR  
MIAMI BEACH, FL 33141

PREVIOUS CHARGES	CURRENT CHARGES	PAYMENTS & DEPOSITS	CURRENT DATE DUE	TOTAL
111,894.32	3,210.87	0.00	04/07/2025	115065.19



Make Checks Payable And Remit To:  
City Of Miami Beach  
P.O. Box 118648  
Atlanta, GA 30398-6648  
Please Include Account Number On Check.

3519146010011506519

# MIAMI BEACH

1700 CONVENTION CENTER DRIVE  
MIAMI BEACH, FL 33139  
Billing Inquiries: (305) 673-7440  
Sanitation: (305) 673-7816  
Hemlock/Hydrant: (305) 673-7814  
Water Emergency: (305) 673-7855

BILL DATE: 04/07/2021  
ACCOUNT #: 519149-00  
ADDRESS: 67TH STREET HOLDINGS LLC  
6635 HARDING AVE  
MIAMI BEACH, FL 33141

## UTILITY BILLING STATEMENT

FINAL BILL

PREVIOUS CHARGES	CURRENT CHARGES	PAYMENTS & DEPOSITS	CURRENT DATE DUE	TOTAL
11,429.04	0.00	0.00	01/14/2025	11429.04



Pay On Line: [www.miamibeachfl.gov](http://www.miamibeachfl.gov)  
Pay By Phone: (305) 673-7440  
Pay By Check To: City Of Miami Beach  
Insert Check In Pre-Addressed Envelope Below.  
Please Include Account Number On Check.

351914900000142904

## REMITTANCE STUB

Account Number 519149-00		ServiceAddress 6635 HARDING AVE		CITY OF MIAMI BEACH UTILITY BILLING			
Meter # n/a	Size	Type	Current Read Date n/a	Current Read n/a	Previous Read Date n/a	Previous Read n/a	Usage

1							
2							
3							
4							
5							
6							
7							
8							
9							
0							
A							
M							
J							
J							
A							
S							
O							
N							
D							
J							
F							
M							
A							

Previous Charges	11,429.04
Other	0.00
Total Current Charges	0.00
Total Due	11429.04

**CUSTOMER INFORMATION:**  
Notice to all billing customers: Pursuant to Ordinance 2020-4384, effective Oct. 1, 2020, the base and consumption components of the water and sewer charges will be increased by 3.7%. In addition, pursuant to Ordinance 2019-4299, as a result of the Consumer Price Index increase of 5.7% by the Bureau of Labor of Statistics, the Stormwater utility fee will be indexed to the CPI.

# MIAMI BEACH

BILL DATE: 04/07/2021  
ACCOUNT #: 519149-00  
ADDRESS: 67TH STREET HOLDINGS LLC  
6635 HARDING AVE  
MIAMI BEACH, FL 33141

PREVIOUS CHARGES	CURRENT CHARGES	PAYMENTS & DEPOSITS	CURRENT DATE DUE	TOTAL
11,429.04	0.00	0.00	01/14/2025	11429.04



Make Checks Payable And Remit To:  
City Of Miami Beach  
PO Box 116548  
Atlanta, GA 30368-6548  
Please Include Account Number On Check.

351914900000142904

## INVOICE (00117470)

BILLING CONTACT  
LOURDES ZELAYE  
DEAUVILLE ASSOCIATES LLC  
0701 Collins Ave  
Miami Beach, FL 331414531

MIAMI BEACH  
1700 Convention Center Drive  
Miami Beach, Florida 33139  
305.673.7000

INVOICE NUMBER	INVOICE DATE	INVOICE DUE DATE	INVOICE STATUS	INVOICE DESCRIPTION
00117470	06/03/2018	06/03/2018	Due	NONE

REFERENCE NUMBER	FEE NAME	TOTAL
RL-10006257	Oco. Code 95001707 Fee	\$282.00
RL-10006257	Oco. Code 95014504 Fee	\$282.00
RL-10006257	Oco. Code 95014507 Fee	\$282.00
SUB TOTAL		\$846.00
6625 Indian Creek Drive Miami Beach, FL 33141		
TOTAL		\$846.00

Any refund associated with this invoice will only be issued to the billing contact listed herein.

## INVOICE (00117568)

BILLING CONTACT  
LOURDES ZELAYE  
DEAUVILLE ASSOCIATES LLC  
6701 Collins Ave  
Miami Beach, FL 331414631

MIAMI BEACH  
1700 Convention Center Drive  
Miami Beach, Florida 33139  
305 673 7000

INVOICE NUMBER	INVOICE DATE	INVOICE DUE DATE	INVOICE STATUS	INVOICE DESCRIPTION
00117568	06/04/2018	06/04/2018	Due	NONE

REFERENCE NUMBER	FEE NAME	TOTAL
RL-10006257	BTR Upcharge - Late Fee	\$211.50
6625 Indian Creek Drive Miami Beach, FL 33141		SUB TOTAL \$211.50
TOTAL		\$211.50

Any refund associated with this invoice will only be issued to the billing contact listed herein.

BEFORE THE SPECIAL MAGISTRATE  
IN AND FOR THE CITY OF  
MIAMI BEACH, FLORIDA

Special Magistrate Case #: SMC2023-02438

Violation #: ZV2022-04494  
Owner/Agent: DEAUVILLE ASSOCIATES LLC C/O ZARETSKY, LOUIS D  
Parcel Number: 0232110071800  
Property Owner: DEAUVILLE ASSOCIATES LLC C/O ZARETSKY, LOUIS D  
VIOLATION: Miami Beach City Code Section 126-16(a) The owner and occupant is responsible to ensure that landscaping required to be planted pursuant to this ordinance [126-4] is installed in compliance with the landscape requirements; maintained as to present a healthy, vigorous, and neat appearance free from refuse and debris; and sufficiently fertilized and watered to maintain the plant material in a healthy condition.  
Property Address: 6625 INDIAN CREEK DR  
Legal Description: CDC 22058-0620 01 2004 6 (3) 11 53 42 2ND OCEAN FRONT SUB PH 28-28 LOTS 33 THRU 36 BLK 7 LOT SIZE 34940 SQ FT OR 17912-2625 1297 1

This cause came on to be heard or partly, as provided by F.S. 162.09 and Miami Beach City Code Section 30-77, before the Special Magistrate, based upon an Affidavit of Noncompliance, evidencing that the above-referenced violation(s) still exists, and that this Special Magistrate's prior Order has not been complied with, therefore, it is:

ORDERED AND ADJUDGED:

1: A fine of \$150.00 a day for each day of noncompliance shall begin running as of July 20, 2023 pursuant to a prior Special Magistrate Order.

The Clerk of the Special Magistrate is directed to record a certified copy of this Order in the Public Records of Miami-Dade County, Florida, at which time this Order shall become a LIEN upon all real or personal property owned by the violators. The amount of the lien, along with costs, interest and attorney's fees, shall continue to accrue until satisfied by full payment. After 3 months from the date of filing of said lien, if unpaid, the City Attorney's Office is authorized to foreclose upon said lien.

Done and Ordered as of: December 1<sup>st</sup>, 2023

Annette E. Cannon  
As Special Magistrate for the City of Miami Beach

STATE OF FLORIDA  
CLERK OF THE COURT  
JUAN FERNANDEZ-BARGUIN  
CLERK OF THE COURT & COMPTROLLER  
MIAMI-DADE COUNTY, FL  
I, JUAN FERNANDEZ-BARGUIN, Clerk of the Special Magistrate, do hereby certify that the above and foregoing is a true and correct copy of the original entered on file in this office.  
JUAN FERNANDEZ-BARGUIN  
Clerk of the Special Magistrate

State of Florida  
County of Miami-Dade) ss

The foregoing instrument was acknowledged before me on December 1<sup>st</sup>, 2023 by Annette E. Cannon, as Special Magistrate for the City of Miami Beach, Florida, who is personally known to me and who did not take an oath.



Prepared by: Office of the City Attorney, 1700 Convention Center Dr., Miami Beach, FL 33139  
Copy furnished to: DEAUVILLE ASSOCIATES LLC C/O ZARETSKY, LOUIS D

DAILY INTEREST		0.00032877
04/01/2025	SMC2023-02438	
DAYS	650	
BEGIN	07/20/2023	
END	04/30/2025	
DAILY FINE	\$	150.00
TOTAL FINE	\$	97,500.00
INTEREST	\$	20,835.62
TOTAL	\$	118,335.62

INTEREST DAYS  
BEGIN DATE  
END DATE  
DAILY INTEREST

TOTAL*	\$	118,335.62
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BK / PG	34051/4361
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\*does not include the recording fee



INVOICE (00397802)

**BILLING CONTACT**  
 Belinda MERUELO  
 DEANVILLE ASSOCIATES LLC  
 5101 Collins Ave, Mgmt Office  
 Miami Beach, FL 33140

**MIAMI BEACH**  
 1700 Convention Center Drive  
 Miami Beach, Florida 33139  
 305.673.7000

INVOICE NUMBER	INVOICE DATE	INVOICE DUE DATE	INVOICE STATUS	INVOICE DESCRIPTION
00397802	03/10/2023	03/10/2023	Due	NONE

REFERENCE NUMBER	FEE NAME	TOTAL
US2023-04259	Unsafe Structures - Building Violation Fee	\$500.00
8625 Indian Creek Dr Miami Beach, FL 33141-0000		SUB TOTAL \$500.00
TOTAL		\$600.00

Any refund associated with this invoice will only be issued to the billing contact listed herein.