



CITY OF DORAL NOTICE OF PUBLIC HEARING

All residents, property owners and other interested parties are hereby notified of a **VIRTUAL COUNCIL ZONING MEETING** on **Wednesday, August 26, 2020 beginning at 10:30 AM**, to consider an amendment to the official zoning map of the City of Doral from General Use District (GU) to Industrial District (I). The City Council will consider this item for **Second Reading**. The meeting will be held with the elected officials, administration and City staff participating via video conferencing.

Governor DeSantis' Executive Order Number 20-69 and extension 20-179 suspended the requirements of Section 112.286, Florida Statutes and the Florida Sunshine Law, that a quorum to be present in person, and that a local government body meet at a specific public place. The Executive Order also allows local government bodies to utilize communications media technology, such as telephonic and video conferencing for local government body meetings.

Public Comments: members of the public that wish to provide comments may do so by emailing the City Clerk at cityclerk@cityofdoral.com. Comments must be submitted with your name and full address by **Tuesday, August 25, 2020**. The comments will be circulated to the elected officials and administration, as well as remain as a part of the record for the meeting. If you wish to provide comments during the meeting for this hearing item, please email the City Clerk at cityclerk@cityofdoral.com by 12:00 pm on Monday, August 24, 2020 so that accommodations can be arranged.

The meeting will be broadcasted live for members of the public to view on the City of Doral's website (<https://www.cityofdoral.com/government/city-clerk/council-meetings>) as well as Channel 77 and Facebook Live.

The City of Doral proposes to adopt the following Ordinance:

ORDINANCE No. 2020-13

AN ORDINANCE OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING/DENYING AN AMENDMENT TO THE OFFICIAL ZONING MAP OF THE CITY OF DORAL FROM GENERAL USE DISTRICT (GU) TO INDUSTRIAL DISTRICT (I) FOR A ±18.36 ACRE PARCEL GENERALLY LOCATED SOUTH OF NW 66TH STREET AND BETWEEN THEORETICAL NW 99TH AVENUE AND NW 97TH AVENUE, DORAL, FLORIDA; PROVIDING FOR SEVERABILITY, CONFLICT AND AN EFFECTIVE DATE

HEARING NO.: 20-07-DOR-01

APPLICANT: James R. Williams, Jr., Esq. on behalf of Kelly Tractor Co. (The "Applicant")

PROJECT NAME: Kelly Tractor Co.

PROJECT OWNERS: Kelly Tractor Co.

LOCATION: Generally located South of NW 66th Street and between theoretical NW 99th Avenue and NW 97th Avenue.

FOLIO NUMBER: 35-3017-001-0490 & 35-3017-001-0500

SIZE OF PROPERTY: +/- 18.36 acres

PRESENT FUTURE LAND USE: Industrial (I)

PRESENT ZONING: General Use District (GU)

REQUEST: The Applicant is requesting an amendment to the official zoning map of the City of Doral from General Use District (GU) to Industrial District (I).

LEGAL DESCRIPTION: TRACT 49, "FLORIDA FRUIT LAND COMPANY'S SUBDIVISION NO. 1 OF SECTION 17, TOWNSHIP 53 SOUTH, RANGE 40 EAST," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 17, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; LESS THE NORTH 35 FEET AND ALSO LESS THE EAST 40 FEET THEREOF.

TOGETHER WITH: TRACT 50, "FLORIDA FRUIT LAND COMPANY'S SUBDIVISION NO. 1 OF SECTION 17, TOWNSHIP 53 SOUTH, RANGE 40 EAST," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 17, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; LESS THE EAST 40 FEET THEREOF.

Location Map



Inquiries regarding the item may be directed to the Planning and Zoning Department at 305-59-DORAL.

Pursuant to Section 286.0105, Florida Statutes If a person decides to appeal any decisions made by the City Council with respect to any matter considered at such meeting or hearing, they will need a record of the proceedings and, for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for introduction or admission of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals not otherwise allowed by law. In accordance with the Americans with Disabilities Act, any person who are disabled and who need special accommodations to participate in this meeting because of that disability should contact the Planning and Zoning Department at 305-59-DORAL no later than three (3) business days prior to the proceeding.

Connie Diaz, MMC
City Clerk
City of Doral

APPELLATE LAW

Appeals Court: Fla.-Resident Passenger Can Only Sue Cruise Line in Miami Federal Court



SHUTTERSTOCK

Commentary by Cameron W. Eubanks

On June 30, 2020, the U.S. Court of Appeals for the Eleventh Circuit in *Carnival v. Deroy*, No. 18-12619, —



Eubanks

F.3d — (11th Cir. June 30, 2020), held that a Florida-resident cruise ship passenger was only permitted to sue Carnival Cruise Line in federal court in Miami in accordance with her cruise ticket contract. The district court below previously dismissed the passenger's federal lawsuit to allow her to proceed in a Florida state court in Miami. Carnival appealed that decision. The appellate court agreed with Carnival, reversing the dismissal order.

Cruise lines and passengers commonly enter ticket contracts that contain terms and conditions applicable to the passenger's cruise. One such common term is a forum selection clause. A forum selection clause is an agreement between the parties where disputes will be litigated. The U.S. Supreme Court has approved the use of these clauses in cruise ticket contracts, noting that cruise lines transport their passengers through many jurisdictions. Clarifying the forum for litigation spares the parties the time and expense

of litigating the issue, which allows the cruise line to pass those savings to passengers. The forum selection clause in *Deroy* provided, in relevant part, that "all disputes ... shall be litigated, if at all, before the U.S. District Court for the Southern District of Florida in Miami, or as to those lawsuits to which the federal courts ... lack subject matter jurisdiction, before a court located in Miami-Dade County, Florida." Courts had previously referred to this as a "federal" forum selection clause, and cruise passenger litigation was primarily occurring in federal court in Miami as a result of this forum selection clause and similar ones in the ticket contracts of other, major cruise lines.

The passenger alleged that she suffered a personal injury during her cruise. She simultaneously sued Carnival for negligence in both Florida state and federal court as a result. In her federal suit, the passenger tried to plead in such a way to avoid invoking federal jurisdiction even though federal jurisdiction could exist over her claims. The passenger argued that the forum selection clause contained a loophole that allowed her to sue the cruise line in a Florida state court if federal jurisdiction was lacking. Federal courts are courts of limited jurisdiction. They have subject

matter jurisdiction—meaning the power to hear a case—only over certain types of cases. For instance, federal courts have diversity jurisdiction over disputes between citizens of different states when a certain monetary amount is in controversy. They have federal question jurisdiction over cases presenting questions of federal law. Federal courts also have admiralty jurisdiction over cases alleging torts committed on vessels in navigable waters. A federal court cannot entertain a case unless subject matter jurisdiction exists.

The passenger argued that diversity jurisdiction did not exist since she and Carnival were citizens of Florida. She next argued that federal question jurisdiction was lacking since she brought a negligence claim. The passenger then argued that admiralty jurisdiction did not exist because she was bringing her claim "at law" not "in admiralty" and was not invoking the federal court's jurisdiction. She invited the district court to dismiss her federal lawsuit, which it did.

In reversing, the appeals court determined that the passenger's claim fell within federal admiralty jurisdiction. She did not need to expressly invoke the court's admiralty jurisdiction when the facts of the case demonstrated that such jurisdiction existed. The passenger did not have an unlimited right to sue in state court where she already had agreed to

an enforceable federal forum selection clause. The court held that the plain meaning of the forum selection clause reflected a mandatory

federal court filing requirement; the passenger did not get to choose to file in state court when her claims were amenable to federal jurisdiction.

Deroy will have far-reaching implications in cruise passenger personal injury litigation in Miami. Other legal challenges had been brought against cruise line federal forum selection clauses in the past, with limited success for passengers trying to avoid federal court. Appellate courts in Florida previously upheld the federal forum selection clauses and other federal courts had dismissed legal challenges as procedurally improper. After *Deroy* was initially dismissed, similar challenges cropped up against the federal forum selection clauses of other major cruise lines, creating uncertainty as to proper venue for cruise passenger litigation. *Deroy* reaffirms the federal filing requirement for cruise passenger personal injury lawsuits.

Cameron W. Eubanks is a shareholder in the Miami office of Fowler White Burnett in the firm's maritime and appellate practice groups. Contact him at ceubanks@fowlerwhite.com.

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