



## CITY OF NORTH MIAMI BEACH

City Council Meeting  
Council Chambers, 2nd Floor  
City Hall, 17011 NE 19 Avenue  
North Miami Beach, FL 33162

**Tuesday, April 21, 2015  
7:30 PM**

Mayor George Vallejo  
Vice Mayor Marlen Martell  
Councilman Anthony F. DeFillipo  
Councilwoman Barbara Kramer  
Councilman Frantz Pierre  
Councilwoman Phyllis S. Smith  
Councilwoman Beth E. Spiegel

City Manager Ana M. Garcia  
City Attorney Jose Smith  
City Clerk Pamela L. Latimore, CMC

### Notice to All Lobbyists

Any person who receives compensation, remuneration or expenses for conducting lobbying activities is required to register as a Lobbyist with the City Clerk prior to engaging in lobbying activities before City Boards, Committees, or the City Council.

## AGENDA

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1. **ROLL CALL OF CITY OFFICIALS**
2. **INVOCATION - TBA**
3. **PLEDGE OF ALLEGIANCE**
4. **REQUESTS FOR WITHDRAWALS, DEFERMENTS AND ADDITIONS TO AGENDA**
5. **PRESENTATIONS /DISCUSSIONS - None**
6. **PUBLIC COMMENT**

### **To All Citizens Appearing Under Public Comment**

The Council has a rule which does not allow discussion on any matter which is brought up under Public Comment. We are, however, very happy to listen to you. The reason for this is that the Council must have Staff input and prior knowledge as to the facts and figures, so that they can intelligently discuss a matter. The Council may wish to ask questions regarding this matter, but will not be required to do so. At the next or subsequent Council meeting you may have one of the Councilpersons introduce your matter as his or her recommendation. We wish to thank you for taking the time to bring this matter to our attention. Under no circumstances will personal attacks, either from the public or from the dais, be tolerated.

### **Speaking Before the City Council**

There is a three (3) minute time limit for each speaker during public comment and a three (3) minute time limit for each speaker during all public hearings. Your cooperation is appreciated in observing the three (3) minute time limit policy. If you have a matter you would like to discuss which requires more than three (3) minutes, please feel free to arrange a meeting with the appropriate administrative or elected official. In the Council Chambers, citizen participants are asked to come forward to the podium, give your name and address, and the name and address of the organization you are representing, if any.

If you are speaking on a public hearing item, please speak only on the subject for discussion. Thank you very much, in advance, for your cooperation.

### **Pledge of Civility**

A resolution was adopted by the Mayor and City Council of the City of North Miami Beach recognizing the importance of civility, decency, and respectful behavior in promoting citizen participation in a democratic government. The City of North Miami Beach calls upon all residents, employees, and elected officials to exercise civility toward each other. (Resolution Nos. R2007-57, 11/06/07 and R2011-22, 4/26/11)

7. **APPOINTMENTS** - *None*

8. **CONSENT AGENDA**

8.1 **Regular Meeting Minutes of March 3, 2015 (Pamela L. Latimore, City Clerk)**

8.2 **Regular Meeting Minutes of March 17, 2015 (Pamela L. Latimore, City Clerk)**

8.3 **Resolution No. R2015-30 (Esmond Scott, Director of Public Works, Brian O'Connor, Chief Procurement Officer)**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH ATKINS NORTH AMERICA, INC. FOR PROFESSIONAL DESIGN SERVICES FOR THE NORTHEAST 183RD STREET BIKE PATH LAP PROJECT PURSUANT TO REQUEST FOR QUALIFICATIONS NO. 2015-02 IN THE AMOUNT OF \$182,956.00.**

8.4 **Resolution R2015-31 (Jeffrey F. Thompson, Director of Public Utilities Huren (Jeff) An, Deputy Director of Public Utilities)**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AND ACCEPTING AN EASEMENT FROM SAFEGUARD PROPERTIES III, LLC (SAFEGUARD) TO BE LOCATED AT THE NORTHWEST CORNER OF LOT 5 OF THE PARK CENTRE BUSINESS PARK IN MIAMI GARDENS, FLORIDA, FOR THE CONSTRUCTION, OPERATION, AND MAINTENANCE OF WATER FACILITIES.**

8.5 **Resolution R2015-32 (Jeffrey F. Thompson, Director of Public Utilities)**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AND ACCEPTING AN EASEMENT FROM MONSIGNOR EDWARD PACE HIGH SCHOOL (PACE HIGH SCHOOL) TO BE LOCATED IN THE NE ¼ OF THE SW ¼ OF SECTION 16, TOWNSHIP 52 SOUTH, RANGE 41 EAST IN OPA-LOCKA, FLORIDA, FOR THE CONSTRUCTION, OPERATION, AND MAINTENANCE OF WATER FACILITIES.**

8.6 **Resolution No. R2015-34 (Barbara Trink, Director of Finance, Brian K. O'Connor, Chief Procurement Officer)**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA AUTHORIZING THE ISSUANCE OF A REFUNDING REVENUE NOTE, SERIES 2015 IN THE PRINCIPAL AMOUNT NOT TO EXCEED \$3,000,000, TO REFUND A PORTION OF AN OUTSTANDING LOAN, AS MORE FULLY DESCRIBED HEREIN; PROVIDING THAT THE SERIES 2015 NOTE SHALL BE A LIMITED OBLIGATION OF THE ISSUER PAYABLE FROM THE**

**PLEGGED REVENUES, AS DEFINED HEREIN; PROVIDING FOR THE RIGHTS, SECURITIES AND REMEDIES FOR THE OWNER OF THE SERIES 2015 NOTE; FINDING THE NECESSITY OF A PRIVATE NEGOTIATED SALE AS A RESULT OF A COMPETITIVE REQUEST FOR PROPOSAL PROCESS; PROVIDING FOR THE PRIVATE NEGOTIATED SALE OF THE SERIES 2015 NOTE TO BRANCH BANKING AND TRUST COMPANY PURSUANT TO THE TERMS AND CONDITIONS DESCRIBED HEREIN; MAKING SUCH DETERMINATIONS AS ARE REQUIRED TO AFFORD THE SERIES 2015 NOTE "BANK QUALIFIED" STATUS; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**8.7 Resolution No. R2015-35 (Esmond K. Scott, Director of Public Works)**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER AND THE CITY CLERK TO EXECUTE A TURF AND LANDSCAPE MAINTENANCE AGREEMENT, IN SUBSTANTIALLY THE ATTACHED FORM, BETWEEN THE CITY OF NORTH MIAMI BEACH AND THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT); PROVIDING THE TERMS AND CONDITIONS FOR THE MAINTENANCE RESPONSIBILITIES AND FOR THE REIMBURSEMENT OF TURF AND LANDSCAPE MAINTENANCE ELEMENTS FROM FDOT TO THE CITY OF NORTH MIAMI BEACH ON MEDIAN STRIPS ON THE STATE HIGHWAY SYSTEM WITHIN THE CORPORATE LIMITS OF NORTH MIAMI BEACH.**

**9. CITY MANAGER'S REPORT**

**9.1 1st Annual Community Spring Festival - Update**

**9.2 National Arbor Day**

**9.3 National Day of Prayer**

**9.4 Police Memorial Ceremony**

The North Miami Beach Police Department will host its annual Police Memorial Ceremony on May 8, 2015 at 10:00 a.m outside in front of the police station.

**9.5 Mother's Day Breakfast**

**9.6 Memorial Day Service**

**9.7 Use of City logo for the Greater NMB Chamber Reopening on 5/14**

The NMB Chamber reopening and ribbon cutting ceremony will take place on May 14, 2015 from 5:30 p.m. to 7:30 p.m. at the Breezeway.

**9.8 Banner Signs - Discussion of Staff Proposed Amendment**

**9.9 Use of City Logo for Boca Jr Groundbreaking & Update on Public-Private Partnership**

On Friday, May 8, 2015 at 3:30 p.m. the Boca Jr will have a groundbreaking ceremony at Mishcon Park.

**10. CITY ATTORNEY'S REPORT**

**10.1 Litigation List**

**11. MAYOR'S DISCUSSION**

**12. MISCELLANEOUS ITEMS - *None***

**13. BUSINESS TAX RECEIPTS - *None***

**14. DISCUSSION ITEMS**

**14.1 Discussion Item - Maule Lake Floating Homes**

**15. LEGISLATION**

**15.1 Resolution No. R2015-20 (Jose Smith, City Attorney, Mac Serda, Deputy City Manager)**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, ESTABLISHING A COMPREHENSIVE POLICY GOVERNING TRAVEL EXPENDITURES FOR THE MAYOR AND CITY COUNCIL.**

**16. CITY COUNCIL REPORTS**

**17. NEXT REGULAR CITY COUNCIL MEETING - Tuesday, June 2, 2015**

**18. ADJOURNMENT**



City of North Miami Beach  
17011 NE 19 Avenue  
North Miami Beach, FL 33162  
305-947-7581  
www.citynmb.com

**MEMORANDUM**

 **Print**

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**TO:** Mayor and City Council  
**FROM:** Pamela L. Latimore, City Clerk  
**VIA:**  
**DATE:** Tuesday, April 21, 2015

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**RE:** Regular Meeting Minutes of March 3, 2015 (Pamela L. Latimore, City Clerk)

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**BACKGROUND ANALYSIS:**

**RECOMMENDATION:** Approval is recommended.

**FISCAL/BUDGETARY IMPACT:** None

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**ATTACHMENTS:**

 [Regular Meeting Minutes of March 3, 2015 \(Pamela L. Latimore, City Clerk\)](#)



## **CITY OF NORTH MIAMI BEACH**

City Council Meeting  
Council Chambers, 2nd Floor  
City Hall, 17011 NE 19th Avenue  
North Miami Beach, FL 33162  
**Tuesday, March 3<sup>rd</sup>, 2015**  
**7:30 PM**

Mayor George Vallejo  
Vice Mayor Marlen Martell  
Councilman Anthony F. DeFillipo  
Councilwoman Barbara Kramer  
Councilman Frantz Pierre  
Councilwoman Phyllis S. Smith  
Councilwoman Beth E. Spiegel

City Manager Ana M. Garcia  
City Attorney Jose Smith  
City Clerk Pamela L. Latimore, CMC

### **REGULAR MEETING MINUTES**

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#### **ROLL CALL OF THE CITY OFFICIALS**

The meeting was called to order at 7:40 p.m. Present at the meeting were Mayor George Vallejo, Vice Mayor Marlen Martell, Council Members Anthony F. DeFillipo, Barbara Kramer, Frantz Pierre, Phyllis S. Smith, and Beth E. Spiegel. Also present were City Manager Ana M. Garcia, City Attorney Jose Smith, and City Clerk Pamela L. Latimore.

**INVOCATION** by Pastor Nathan Adams of Fulford United Methodist Church

**PLEDGE OF ALLEGIANCE** was lead by Mayor and Council.

#### **REQUESTS FOR WITHDRAWALS, DEFERMENTS AND ADDITIONS TO AGENDA**

The regular meeting minutes for February 3, 2015 and February 17, 2015 were withdrawn to the next Council meeting; a business recognition item was added to the agenda for presentations

**APPOINTMENTS:** There were none.

#### **PRESENTATIONS/DISCUSSIONS**

##### **Recognizing Heart Walk Sponsorships (Councilwoman Beth E. Spiegel)**

Councilwoman Spiegel presented Tommy Richardson, Andrew Chesnick, Allen Macken, and Chip Faulkinger with plaques recognizing their sponsorship of the Heart Walk and thanked the other sponsors for their support.

## **City Manager Special Recognition Award**

City Manager Garcia recognized Public Works Director Esmond Scott for outstanding service and dedication presenting him with a plaque and thanking him for his efforts.

## **Business Recognition: Hats & Hats (Councilwoman Smith)**

Councilwoman Smith recognized Adrianna Guzman and her family for their long standing business ties to the community. They thanked the Councilwoman for the certificate and support.

Mayor Vallejo opened the meeting for **PUBLIC COMMENT**.

City Clerk Latimore read the rules of public comment into the record. The following person(s) made comments on the record:

1. Chuck Asarnow, 16449 NE 31<sup>st</sup> Avenue, North Miami Beach, FL
2. Claudia Gallegos, 16558 NE 26<sup>th</sup> Avenue, North Miami Beach, FL
3. Mark Antonio, 2811 NE 164<sup>th</sup> Street, North Miami Beach, FL
4. Sonny Suaya, 16570 NE 35<sup>th</sup> Avenue, North Miami Beach, FL
5. Alberta Williams, 1500 NE 152<sup>nd</sup> Terrace, North Miami Beach, FL
6. Gloria Ware, 1425 NE 153<sup>rd</sup> Terrace, North Miami Beach, FL
7. Juanita Breedlove, 8430 Sherman Circle North, Miramar, FL

Mayor Vallejo closed the meeting for **PUBLIC COMMENT**.

## **DISCUSSION ITEMS *(Item taken out of order)***

### **Maule Lake (Mayor Vallejo)**

Council discussed Maule Lake, the zoning, and the concerns the public had with the proposed development.

**APPOINTMENTS:** There were none

## **CONSENT AGENDA**

**Regular Meeting Minutes of February 3, 2015** (Pamela L. Latimore, City Clerk) *Pulled from Agenda*

**Regular Meeting Minutes of February 17, 2015** (Pamela L. Latimore, City Clerk) *Pulled from Agenda*

**Resolution No. R2015-17** (J. Scott Dennis, Chief of Police)

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER AND THE CITY CLERK TO EXECUTE A VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE MUTUAL AID AGREEMENT WITH THE CITY OF MIAMI BEACH, FLORIDA, FOR THE PURPOSE OF**

**COORDINATING LAW ENFORCEMENT PLANNING, OPERATIONS, AND MUTUAL AID BENEFIT BETWEEN THE CITY OF NORTH MIAMI BEACH AND THE CITY OF MIAMI BEACH, FLORIDA.**

**Resolution No. R2015-22 (Jeffrey F. Thompson, Director of Public Utilities)**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, ACCEPTING A RIGHT OF ENTRY AND LICENSE FROM MIAMI-DADE COUNTY, FLORIDA, TO INSTALL AND MAINTAIN FIXED NETWORK COLLECTOR ANTENNAS AND EQUIPMENT AT MIAMI-DADE COUNTY WASTEWATER PUMP STATIONS.**

**Motion to approve** the Consent Agenda made by Councilman Pierre, seconded by Councilman DeFillipo.  
**Motion passed 7-0**

**CITY MANAGER'S REPORT**

City Manager Garcia assured residents of Washington Park that their interests were being served and encouraged them to provide feedback on the Park's Master Plan and participate in the discussions taking place. She announced the first annual spring fest taking place in the City and that details would be forthcoming. She invited residents to participate in the Magical History Tour. She expressed optimism at the current legislative session.

**CITY ATTORNEY'S REPORT**

City Attorney Smith briefed Council on a judgment made in favor of the city from a bankruptcy case netting more than \$21,000.

**Litigation List**

As of March 3, 2015

**MAYOR'S DISCUSSION:** There were no items for discussion.

**MISCELLANEOUS ITEMS:** There were no items.

**BUSINESS TAX RECEIPTS:** There were no items.

**LEGISLATION:**

**Resolution No. R2015-18 (Richard Lorber, Assistant City Manager)**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, ACCEPTING A DEDICATION OF AN ALLEYWAY, IN SUBSTANTIALLY THE ATTACHED FORM, FOR A 10 FOOT PORTION OF THE ALLEYWAY ON THE NORTH PORTION OF LOTS 35 AND 36, LESS SOUTH 15 FEET FOR STATE ROAD 9, BLOCK 10 OF OLETA TERRACE NORTH MIAMI BEACH; RECORDED IN PLAT BOOK 8, AT PAGE 117 OF**

**THE PUBLIC RECORDS OF MIAMI-DADE COUNTY; AND AUTHORIZING THE RECORDATION OF SAID EASEMENT IN THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.**

City Attorney Smith read the item into the record and Assistant City Manager Richard Lorber provided Council with a brief explanation.

**Motion to approve** Resolution No. R2015-18 made by Councilman Pierre, seconded by Councilwoman Kramer. **Motion passed 7-0**

**Resolution No. R2015-21 (Pamela L. Latimore, City Clerk)**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, CALLING FOR A GENERAL ELECTION TO BE HELD ON MAY 5, 2015 FOR THE PURPOSE OF ELECTING A MAYOR AND THREE CITY COUNCIL MEMBERS (GROUPS I, III, V, AND VII); PROVIDING FOR CONDUCT OF SAME BY THE MIAMI-DADE COUNTY ELECTIONS DIVISION; PROVIDING THAT VOTING PRECINCTS SHALL BE THOSE AS ESTABLISHED BY MIAMIDADE COUNTY; AND PROVIDING FOR A RUN-OFF ELECTION, IF REQUIRED, ON MAY 19, 2015.**

City Clerk Latimore provided Council with an explanation of the item. Council discussed the item.

**Motion to approve** Resolution No. R2015-21 made by Councilman Pierre, seconded by Councilwoman Smith. **Motion passed 7-0**

**Ordinance No. 2015-6 First Reading by Title Only (Pamela L. Latimore, City Clerk)**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, RELATING TO MUNICIPAL ELECTIONS; CHANGING THE DATE FOR THE CITY OF NORTH MIAMI BEACH MUNICIPAL RUNOFF ELECTION NOW SCHEDULED FOR MAY 12, 2015 TO MAY 19, 2015 AND TO ADJUST THE TERMS OF OFFICE OF SITTING COUNCILPERSONS NECESSITATED BY SUCH CHANGE OF DATE, AS REQUESTED BY THE MIAMIDADE COUNTY SUPERVISOR OF ELECTIONS AND AS AUTHORIZED BY FLORIDA STATUTES §166.021(4) AND 100.3605(2); PROVIDING FOR THE REPEAL OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR THE CODIFICATION OF THIS ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**Motion to approve** Ordinance No. 2015-6 made by Councilman Pierre, seconded by Councilwoman Smith.

**ROLL CALL VOTE:** DeFillipo - Yes, Kramer - Yes, Martell - Yes, Pierre –Yes, Smith - Yes, Spiegel- Yes, Vallejo – Yes. **Motion passed 7-0**

**Ordinance No. 2015-7 First Reading by Title Only (Pamela L. Latimore, City Clerk)**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA AMENDING THE CODE OF ORDINANCES, CHAPTER VII “ELECTIONS”, SPECIFICALLY SECTION 7-14 “EARLY VOTING”, PROVIDING FOR EARLY VOTING DATES AND TIMES FOR THE CITY OF NORTH MIAMI BEACH GENERAL ELECTION TO BE HELD IN MAY, 2015; PROVIDING FOR THE REPEAL OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH; PROVIDING FOR SEVERABILITY; CODIFICATION; AND FOR AN EFFECTIVE DATE.**

**Motion to approve Ordinance No. 2015-7 made by Councilwoman Smith, seconded by Councilman DeFillipo.**

**ROLL CALL VOTE: DeFillipo - Yes, Kramer - Yes, Martell - Yes, Pierre –Yes, Smith - Yes, Spiegel- Yes, Vallejo – Yes. Motion passed 7-0**

**Ordinance No. 2015-5 First Reading by Title Only (Richard Lorber, Assistant City Manager, Carlos Rivero, City Planner)**

**AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA AMENDING THE ZONING AND LAND DEVELOPMENT CODE OF THE NORTH MIAMI BEACH CODE OF ORDINANCES, BY AMENDING CHAPTER XXIV “NORTH MIAMI BEACH ZONING AND LAND DEVELOPMENT CODE” ARTICLE V “ZONING USE DISTRICTS”; SECTION 24-58 FCC FULFORD CITY CENTER (MIXED USE) TO BE DELETED AND REPLACED WITH “MIXED USE (MU) DISTRICT”; SECTION 24- 58.1 “PURPOSE AND INTENT” TO BE AMENDED AND RENAMED “FULFORD MIXED USE TOWN CENTER DISTRICT (MU/TC)”; SECTION 24-58.2 “LAND USES” TO BE DELETED AND REPLACED WITH “MIXED USE EMPLOYMENT CENTER DISTRICT (MU/EC)”; SECTION 24-58.3 “SITE DESIGN” TO BE DELETED AND REPLACED WITH “MIXED USE NEIGHBORHOOD CENTER DISTRICT (MU/NC)”; SECTION 24-58.4 “BUILDING DESIGN” TO BE DELETED AND REPLACED WITH “ARCH CREEK MIXED USE CORRIDOR (MU/C)”; SECTION 24-58.5 “SUPPLEMENTAL REGULATIONS” TO BE DELETED AND REPLACED WITH “SOUTHERN MIXED USE WATERFRONT DISTRICT (SOUTHERN MU/WF)”; SECTION 24-58.6 NORTHERN MIXED USE WATERFRONT DISTRICT (NORTHERN MU/WF)” TO BE ADDED, AND; SECTION 24-58.7 “EASTERN MIXED USE WATERFRONT DISTRICT (EASTERN MU/WF)” TO BE ADDED; CREATING CERTAIN MIXED USE ZONING DISTRICTS AND; PROVIDING FOR DISTRICT REGULATIONS AND SUB AREA REGULATING PLANS, STREET NETWORK CONNECTIVITY REGULATING PLANS, DESIGNATED PUBLIC OPEN SPACES AND GREENWAY SYSTEMS REGULATING PLANS, AND BUILDING HEIGHT REGULATING PLANS FOR EACH MIXED USE DISTRICT; AMENDING THE OFFICIAL ZONING MAP, REFERENCED IN SECTION 24-31 OF THE NORTH MIAMI BEACH CODE OF ORDINANCES, TO RE-ZONE CERTAIN PROPERTY AND APPLY THE MIXED USE ZONING DESIGNATIONS TO THOSE CERTAIN PROPERTIES (AS PROVIDED FOR IN THE ATTACHED EXHIBIT “A”); PROVIDING FOR THE REPEAL OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH; PROVIDING FOR SEVERABILITY; CODIFICATION; AND FOR AN EFFECTIVE DATE.**

**Motion to approve** Ordinance No. 2015-5 made by Vice Mayor Martell, seconded by Councilman Pierre.

City Manager Garcia provided a brief explanation of the item introducing Natasha Alfonso of RMA to provide further details. Ms. Alfonso delivered a presentation to Council with slides detailing the specifics of the proposed legislation. Council discussed the item, asking questions of staff, Ms. Alfonso, and Stanley Price, a representative for one of the affected parties.

Mayor Vallejo opened the meeting for **PUBLIC HEARING**

1. Stanley Price- 1450 Brickell Avenue, Miami, FL
2. Jason James- 1992 SW 1st Street, Miami, FL

Mayor Vallejo closed the **PUBLIC HEARING**.

**ROLL CALL VOTE:** DeFillipo - **Yes**, Kramer - **Yes**, Martell - **Yes**, Pierre –**Yes**, Smith - **Yes**, Spiegel- **Yes**, Vallejo – **Yes**. **Motion passed 7-0**

## **CITY COUNCIL REPORTS**

**Councilman DeFillipo** thanked residents for attending and watching the meeting. He expressed his satisfaction at all of the legislation passed that evening. He congratulated Councilwoman Spiegel on the successful execution of the Heart Health Walk.

**Councilwoman Kramer** announced the meeting of the Multi-Cultural Committee and encouraged residents to attend. She reminded residents about the Magical History Tour urging them to participate.

**Vice Mayor Martell** reminded residents about the Education Committee and invited them to join.

**Councilman Pierre** expressed satisfaction in the passage of the legislation passed earlier in the evening and commended his colleagues for their commitment. He thanked staff for their role in their role in generating the item.

**Councilwoman Smith** thanked the volunteers for the Special Olympics for helping to ensure a successful event. She invited businesses to attend a zoning meeting she was holding.

**Councilwoman Spiegel** announced the International Women’s Day Tea event and invited residents to participate. She announced a writing competition for Women’s History Month and reminded residents about the meeting for the Commission on the Status of Women and encouraged them to join. She reminded residents about recycle pickups.

**Mayor Vallejo** praised the Heart Health Walk and wished Jewish residents a Happy Purim. He urged residents to participate in the Parks Master Plan discussions and provide input to better serve them. He thanked former Mayor Jeffrey Mishcon for his efforts in the Special Olympics.

**Next Council Meeting Date:** March 17, 2015

**ADJOURNMENT**

There being no further business to come before the City Council, the meeting was adjourned at 10:15 p.m.

ATTEST:

(SEAL)

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Pamela L. Latimore, CMC



City of North Miami Beach  
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North Miami Beach, FL 33162  
305-947-7581  
www.citynmb.com

**MEMORANDUM**

 **Print**

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**TO:** Mayor and City Council  
**FROM:** Pamela L. Latimore, City Clerk  
**VIA:**  
**DATE:** Tuesday, April 21, 2015

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**RE:** Regular Meeting Minutes of March 17, 2015 (Pamela L. Latimore, City Clerk)

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**BACKGROUND ANALYSIS:**

**RECOMMENDATION:** Approval is recommended.

**FISCAL/BUDGETARY IMPACT:** None

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**ATTACHMENTS:**

 [Regular Meeting Minutes of March 17, 2015 \(Pamela L. Latimore, City Clerk\)](#)



## **CITY OF NORTH MIAMI BEACH**

City Council Meeting  
Council Chambers, 2nd Floor  
City Hall, 17011 NE 19th Avenue  
North Miami Beach, FL 33162  
**Tuesday, March 17<sup>th</sup>, 2015**  
**7:30 PM**

Mayor George Vallejo  
Vice Mayor Marlen Martell  
Councilman Anthony F. DeFillipo  
Councilwoman Barbara Kramer  
Councilman Frantz Pierre  
Councilwoman Phyllis S. Smith  
Councilwoman Beth E. Spiegel

City Manager Ana M. Garcia  
City Attorney Jose Smith  
City Clerk Pamela L. Latimore, CMC

### **REGULAR MEETING MINUTES**

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#### **ROLL CALL OF THE CITY OFFICIALS**

The meeting was called to order at 7:52 p.m. Present at the meeting were Mayor George Vallejo, Vice Mayor Marlen Martell, Council Members Anthony F. DeFillipo, Barbara Kramer, Frantz Pierre, Phyllis S. Smith, and Beth E. Spiegel. Also present were City Manager Ana M. Garcia, City Attorney Jose Smith, and City Clerk Pamela L. Latimore.

**INVOCATION** by City Clerk Latimore

**PLEDGE OF ALLEGIANCE** was led by Mayor and Council.

#### **REQUESTS FOR WITHDRAWALS, DEFERMENTS AND ADDITIONS TO AGENDA**

The three items under the appointments section were pulled to be heard on another date. Vice Mayor Martell deferred her discussion item for another meeting.

#### **PRESENTATIONS/DISCUSSIONS**

##### **Beautiful Home Awards (Councilwoman Kramer)**

Councilwoman Kramer and the Beautification Committee honored recipients of the City's Beautiful Home Awards presenting them with certificates and lawn signs.

**Proclamation Recognizing Womens History Month (Mayor Vallejo)**

City Clerk Latimore read a proclamation into the record.

**Proclamation Recognizing Procurement Month (Mac Serda, Deputy City Manager)**

Deputy City Manager Mac Serda introduced staff from the Procurement Department and City Clerk Latimore presented them with a proclamation, and read it into the record. Director of Procurement Brian O'Connor thanked Council for the honor and the support.

Mayor Vallejo opened the meeting for **PUBLIC COMMENT**.

City Clerk Latimore read the rules of public comment into the record. The following person(s) made comments on the record:

1. Kenneth DeFillipo, 17830 NE 10<sup>th</sup> Avenue, North Miami Beach, FL
2. Rolland Veilleux, 13730 Highland Drive, North Miami Beach, FL
3. Ketley Joachim, 210 NE 170<sup>th</sup> Street, North Miami Beach, FL
4. Bruce Lamberto, 3420 NE 165<sup>th</sup> Street, North Miami Beach, FL

Mayor Vallejo closed the meeting for **PUBLIC COMMENT**.

**APPOINTMENTS:**

**Education Board Appointment (Pamela L. Latimore, City Clerk) *Pulled from Agenda***

Appointing Margie Love to Education Board by Vice Mayor Marlen Martell.

**Education Board Appointment (Pamela L. Latimore, City Clerk) *Pulled from Agenda***

Appointing Ruth Froom to Education Board by Vice Mayor Marlen Martell.

**Recreation Committee Appointment (Pamela L. Latimore, City Clerk) *Pulled from Agenda***

Appointing Lorenzo Hall to Recreation Committee by Councilman Anthony DeFillipo.

**CONSENT AGENDA**

**Regular Meeting Minutes of February 3, 2015 (Pamela L. Latimore, City Clerk)**

**Regular Meeting Minutes of February 17, 2015 (Pamela L. Latimore, City Clerk)**

**Resolution No. R2015-23 (J. Scott Dennis, Chief of Police and Jose Smith, City Attorney)**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPOINTING ALEKSANDR BOKSNER, ESQ., TO SERVE AS A LOCAL HEARING OFFICER FOR CONTESTED NOTICES OF VIOLATIONS ISSUED PURSUANT TO THE DANGEROUS INTERSECTION SAFETY ACT OF THE CITY OF NORTH MIAMI BEACH.**

**Motion to approve** the Consent Agenda made by Councilman Pierre, seconded by Councilman DeFillipo.  
**Motion passed 7-0**

Council discussed the City's Red Light Camera Program and directed staff to prepare a report for the subsequent meeting.

**LEGISLATION:** *(Item taken out of order)*

**Ordinance No. 2015-3 Second and Final Reading (Richard Lorber, Assistant City Manager)**

**AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA ADOPTING AMENDMENTS TO ITS COMPREHENSIVE PLAN INCLUDING TO THE FUTURE LAND USE MAP, TEXT CHANGES TO THE FUTURE LAND USE AND TRANSPORTATION ELEMENTS; AMENDING THE FULFORD MU/TC, MIXED-USE TOWN CENTER DISTRICT; CREATING THE 163RD STREET SOUTH MU/EC, MIXED USE EMPLOYMENT CENTER, 159TH STREET MU/EC, MIXED-USE EMPLOYMENT CENTER, WEST DIXIE HIGHWAY MU/NC, MIXED-USE NEIGHBORHOOD CENTER, ARCH CREEK MU/C, MIXED-USE CORRIDOR, NORTHERN MU/WF, MIXED USE WATERFRONT, EASTERN MU/WF, MIXED-USE WATERFRONT, AND SOUTH MU/WF, MIXED USE WATERFRONT OVERLAY DISTRICTS; AMENDING THE FUTURE LAND USE MAP TO CHANGE THE FUTURE LAND USE DESIGNATION OF CERTAIN PROPERTY AND APPLY THE OVERLAY DESIGNATIONS TO THOSE CERTAIN PROPERTIES (AS PROVIDED FOR IN THE ATTACHED EXHIBIT "A"); PROVIDING FOR CERTIFIED COPIES OF THIS ORDINANCE AND COMPREHENSIVE PLAN TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY AND ALL OTHER UNITS OF LOCAL GOVERNMENT OR GOVERNMENTAL AGENCIES AS REQUIRED UNDER CHAPTER 163, PART II, FLORIDA STATUTES; PROVIDING FOR ADOPTION PURSUANT TO SECTION 163.3184, FLORIDA STATUTES; PROVIDING FOR INCLUSION IN THE CITY OF NORTH MIAMI BEACH COMPREHENSIVE PLAN; PROVIDING FOR THE REPEAL OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

City Attorney Smith read the item into the record, City Manager Garcia provided background on the item and introduced Jean Dolan of RMA who provided details on the comprehensive plan.

Mayor Vallejo opened the meeting for **PUBLIC HEARING**

There were no speakers

Mayor Vallejo closed the **PUBLIC HEARING.**

**Motion to approve** Ordinance 2015-3 made by Councilwoman Smith, seconded by Councilwoman Kramer.

**ROLL CALL VOTE:** DeFillipo - Yes, Kramer - Yes, Martell - Yes, Pierre –Yes, Smith - Yes, Spiegel- Yes, Vallejo – Yes. **Motion passed 7-0**

**Ordinance No. 2015-5 Second and Final Reading (Richard Lorber, Assistant City Manager)**

**AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA AMENDING THE ZONING AND LAND DEVELOPMENT CODE OF THE NORTH MIAMI BEACH CODE OF ORDINANCES, BY AMENDING CHAPTER XXIV “NORTH MIAMI BEACH ZONING AND LAND DEVELOPMENT CODE” ARTICLE V “ZONING USE DISTRICTS”; SECTION 24-58 FCC FULFORD CITY CENTER (MIXED USE) TO BE DELETED AND REPLACED WITH “MIXED USE (MU) DISTRICT”; SECTION 24-58.1 “PURPOSE AND INTENT” TO BE AMENDED AND RENAMED “FULFORD MIXED USE TOWN CENTER DISTRICT (MU/TC)”; SECTION 24-58.2 “LAND USES” TO BE DELETED AND REPLACED WITH “MIXED USE EMPLOYMENT CENTER DISTRICT (MU/EC)”; SECTION 24-58.3 “SITE DESIGN” TO BE DELETED AND REPLACED WITH “MIXED USE NEIGHBORHOOD CENTER DISTRICT (MU/NC)”; SECTION 24-58.4 “BUILDING DESIGN” TO BE DELETED AND REPLACED WITH “ARCH CREEK MIXED USE CORRIDOR (MU/C)”; SECTION 24-58.5 “SUPPLEMENTAL REGULATIONS” TO BE DELETED AND REPLACED WITH “SOUTHERN MIXED USE WATERFRONT DISTRICT (SOUTHERN MU/WF)”; SECTION 24-58.6 “NORTHERN MIXED USE WATERFRONT DISTRICT (NORTHERN MU/WF)” TO BE ADDED, AND; SECTION 24-58.7 “EASTERN MIXED USE WATERFRONT DISTRICT (EASTERN MU/WF)” TO BE ADDED; CREATING CERTAIN MIXED USE ZONING DISTRICTS AND; PROVIDING FOR DISTRICT REGULATIONS AND SUB AREA REGULATING PLANS, STREET NETWORK CONNECTIVITY REGULATING PLANS, DESIGNATED PUBLIC OPEN SPACES AND GREENWAY SYSTEMS REGULATING PLANS, AND BUILDING HEIGHT REGULATING PLANS FOR EACH MIXED USE DISTRICT; AMENDING THE OFFICIAL ZONING MAP, REFERENCED IN SECTION 24-31 OF THE NORTH MIAMI BEACH CODE OF ORDINANCES, TO RE-ZONE CERTAIN PROPERTY AND APPLY THE MIXED USE ZONING DESIGNATIONS TO THOSE CERTAIN PROPERTIES (AS PROVIDED FOR IN THE ATTACHED EXHIBIT “A”); PROVIDING FOR THE REPEAL OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH; PROVIDING FOR SEVERABILITY; CODIFICATION; AND FOR AN EFFECTIVE DATE.**

Natasha Alfonso delivered a presentation to Council with all the updates from the first reading of the item. Council discussed the item asking questions of Ms. Alfonso and staff.

Mayor Vallejo opened the meeting for **PUBLIC HEARING**

1. Fortuna Smukler, 3207 NE 168<sup>th</sup> Street, North Miami Beach, FL
2. Yona Lunger, 1870 NE 171<sup>st</sup> Street, North Miami Beach, FL
3. Allen Macken, 17071 West Dixie Highway, North Miami Beach, FL
4. Felicity Wilson, 16310 West Dixie Highway, North Miami Beach, FL
5. Stanley Price, 1450 Brickell Avenue, Miami, FL
6. Ron Silver, 2031 NE 209<sup>th</sup> Street, Miami, FL
7. Robert Aristide, 25 NE 172<sup>nd</sup> Street, North Miami Beach, FL
8. Blessington Toyloy, 1350 NE 160<sup>th</sup> Street, North Miami Beach, FL

Mayor Vallejo closed the **PUBLIC HEARING**.

**Motion to approve** adjusting the amount of parking spaces from the minimum to the maximum as mandated by Ordinance 2015-5 made by Councilwoman Spiegel, seconded by Councilwoman Smith.

**Motion failed 6-1**

**Motion to approve** amend Ordinance 2015-5 to exclude hotels for permitting usage on the MUEWF zone made by Councilwoman Spiegel, seconded by Councilwoman Kramer. **Motion failed 6-1**

**Motion to amend** Ordinance 2015-5 to require the developer provide for multiple access points made by Councilwoman Spiegel, seconded by Councilwoman Smith. **Motion passed 7-0**

**Motion to approve** Ordinance 2015-5 made by Councilwoman Smith, seconded by Vice Mayor Martell.

**ROLL CALL VOTE:** DeFillipo - Yes, Kramer - Yes, Martell - Yes, Pierre –Yes, Smith - Yes, Spiegel- Yes, Vallejo – Yes. **Motion Passed with amendment 7-0**

**Ordinance No. 2015-6 Second and Final Reading (Pamela L. Latimore, City Clerk)**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, RELATING TO MUNICIPAL ELECTIONS; CHANGING THE DATE FOR THE CITY OF NORTH MIAMI BEACH MUNICIPAL RUNOFF ELECTION NOW SCHEDULED FOR MAY 12, 2015 TO MAY 19, 2015 AND TO ADJUST THE TERMS OF OFFICE OF SITTING COUNCILPERSONS NECESSITATED BY SUCH CHANGE OF DATE, AS REQUESTED BY THE MIAMIDADE COUNTY SUPERVISOR OF ELECTIONS AND AS AUTHORIZED BY FLORIDA STATUTES §166.021(4) AND 100.3605(2); PROVIDING FOR THE REPEAL OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR THE CODIFICATION OF THIS ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE.**

City Clerk explained the purpose of the ordinance, Council discussed it.

Mayor Vallejo opened the meeting for **PUBLIC HEARING**

There were no speakers

Mayor Vallejo closed the **PUBLIC HEARING**.

**Motion to approve** Ordinance 2015-6 made by Councilman Pierre, seconded by Councilwoman Smith

**ROLL CALL VOTE:** DeFillipo - Yes, Kramer - Yes, Martell - Yes, Pierre –Yes, Smith - Yes, Spiegel- Yes, Vallejo – Yes. **Motion passed 7-0**

**Ordinance No. 2015-7 Second and Final Reading (Pamela L. Latimore, City Clerk)**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA AMENDING THE CODE OF ORDINANCES, CHAPTER VII “ELECTIONS”, SPECIFICALLY SECTION 7-14 “EARLY VOTING”, PROVIDING FOR EARLY VOTING DATES AND TIMES FOR THE CITY OF NORTH MIAMI BEACH GENERAL ELECTION TO BE HELD IN MAY, 2015; PROVIDING FOR THE REPEAL OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH; PROVIDING FOR SEVERABILITY; CODIFICATION; AND FOR AN EFFECTIVE DATE.**

City Clerk Latimore provided details about the item. Council discussed it.

Mayor Vallejo opened the meeting for **PUBLIC HEARING**

There were no speakers

Mayor Vallejo closed the **PUBLIC HEARING**.

**Motion to approve** Ordinance 2015-7 made by Councilman Pierre, seconded by Councilwoman Smith

**ROLL CALL VOTE:** DeFillipo - Yes, Kramer - Yes, Martell - Yes, Pierre –Yes, Smith - Yes, Spiegel- Yes, Vallejo – Yes. **Motion passed 7-0**

**CITY MANAGER'S REPORT**

City Manager Garcia called upon the Chief J. Scott Dennis to update Council on awards bestowed upon the police department. Chief Dennis provided details on the LETF request and how the department planned to use the funds. Council discussed the request and asked the chief clarifying questions. City Manager Garcia updated Council about the Youth Symposium, the Magical History Tour, and the Jubano Jazz Concert. She informed them about the Spring Fest and encouraged residents to attend. She mentioned the Relay for Life event in North Miami and the pledges employees would be signing for the manager’s RISE initiative.

**Motion to approve** Law Enforcement Trust Fund made by Councilwoman Kramer, seconded by Councilman DeFillipo. **Motion passes 7-0**

**CITY ATTORNEY'S REPORT**

City Attorney Smith updated Council on the items on the litigation list including some seizures from the police department.

**Litigation List**

As of March 17, 2015

**MAYOR'S DISCUSSION:** There were no items for discussion.

## **MISCELLANEOUS ITEMS:**

### **Election Information (Pamela L. Latimore, City Clerk)**

City Clerk Latimore provided details, dates, and other pertinent information regarding the City's upcoming election. She provided residents with resources and updates for registration and precincts.

**BUSINESS TAX RECEIPTS:** There were no items.

## **DISCUSSION ITEMS:**

### **Education Discussion (Vice Mayor Martell) *Pulled from Agenda***

## **CITY COUNCIL REPORTS**

**Councilman DeFillipo** expressed satisfaction over the planning and passage of the legislative items. He gave his regards to the Mann family. He thanked City Manager Garcia for making a difference in the City.

**Councilwoman Kramer** congratulated Deputy City Attorney Dotie Joseph on her recent installation as president of the Haitian American Lawyers Association. She invited residents to participate in the upcoming Magical History Tour. She invited residents to join the Beautification Committee and to celebrate Arbor Day.

**Vice Mayor Martell** expressed her satisfaction at the legislation passed by Council and thanked staff for their effort and residents for their input and support.

**Councilman Pierre** stressed the need to support and recognize women year round referencing Women's History Month. He urged students to remain active during spring break and to visit the library.

**Councilwoman Smith** expressed pride in the collaborative efforts from staff and Council. She commended the police department for honoring Detective Mann and supporting her during her loss.

**Councilwoman Spiegel** encouraged residents to utilize the City's "Fix It NMB" application to communicate their concerns. She praised the efforts of the Manager's Office and the Park's and R.E.C. department for their role in the producing all the City's events. She encouraged residents to participate in the Youth Symposium. She reminded residents about recycle pick up.

**Mayor Vallejo** encouraged residents to support the Lauren's Kids annual walk supporting victims of abuse. He thanked staff for their efforts in bringing forth the legislation and moving the City forward.

**Next Council Meeting Date:** April 7, 2015

**ADJOURNMENT**

There being no further business to come before the City Council, the meeting was adjourned at 11:14 p.m.

ATTEST:

(SEAL)

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Pamela L. Latimore, CMC



City of North Miami Beach  
17011 NE 19 Avenue  
North Miami Beach, FL 33162  
305-947-7581  
www.citynmb.com

## MEMORANDUM

 [Print](#)

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**TO:** Mayor and City Council  
**FROM:** Ana M. Garcia, City Manager  
**VIA:** Esmond Scott, Director of Public Works  
Brian K. O'Connor, Chief Procurement Officer  
**DATE:** Tuesday, April 21, 2015

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**RE:** Resolution No. R2015-30 (Esmond Scott, Director of Public Works, Brian O'Connor, Chief Procurement Officer)

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**BACKGROUND ANALYSIS:**

In October 2014, the City of North Miami Beach issued Request for Qualifications (RFQ) No. 2015-02 for the purpose of selecting a qualified consultant to provide professional design services for a bike path along Northeast 183<sup>rd</sup> Street. The bike path, a project funded by the Florida Department of Transportation (FDOT) Local Agency Program (LAP), will run approximately 5,500 linear feet along Northeast 183<sup>rd</sup> Street between the Snake Creek Canal and Northeast 19<sup>th</sup> Avenue.

Procurement took receipt of five (5) responsive submittals which the Review Committee subsequently narrowed to a shortlist of three (3) firms. In February 2015, the City Council approved Resolution No. R2015-12 authorizing the City Manager to enter into negotiations with the first ranked firm, Atkins.

After several negotiation meetings in which Scope of Work and fee estimates were discussed, staff and Atkins agreed upon a design fee grand total of \$182,956. This amount includes project management, surveys, geometrics, project controls, engineering, landscape architecture and environmental coordination with applicable agencies. Inclusion of construction administration into the scope would entail an additional \$17,072.

**RECOMMENDATION:** It is the staff's recommendation that the Mayor and City Council authorize the City Manager or designee to execute an agreement

with Atkins in the amount of \$182,956 pursuant to RFQ No. 2015-02.

**FISCAL/BUDGETARY  
IMPACT:**

In November 2013, FDOT approved initial funding for design services in the amount of \$135,000. An additional \$47,956 has recently been approved by FDOT to cover the negotiated contract amount of \$182,956.

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**ATTACHMENTS:**

- ▣ [Resolution No. R2015-30](#)
- ▣ [Exhibit A to Resolution R2015-30](#)
- ▣ [RFQ 2015-02 Scope of Services Final](#)
- ▣ [RFQ 2015-02 Fee Schedule Final](#)
- ▣ [Negotiate R2015-02 Signed](#)
- ▣ [FDOT Email Approving Addtl Design Funds](#)
- ▣ [Letter to FDOT](#)

**RESOLUTION NO. R2015-30**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH ATKINS NORTH AMERICA, INC. FOR PROFESSIONAL DESIGN SERVICES FOR THE NORTHEAST 183RD STREET BIKE PATH LAP PROJECT PURSUANT TO REQUEST FOR QUALIFICATIONS NO. 2015-02 IN THE AMOUNT OF \$182,956.00.**

**WHEREAS**, the City of North Miami Beach ("City") issued Request for Qualifications (RFQ) No. 2015-02 for the purpose of selecting a qualified consultant to provide professional design services for a bike path along Northeast 183<sup>rd</sup> Street; and

**WHEREAS**, the bike path, a project funded by the Florida Department of Transportation (FDOT) Local Agency Program (LAP), will run along NE 183<sup>rd</sup> Street between Northeast 11<sup>th</sup> and Northeast 19<sup>th</sup> Avenues; and

**WHEREAS**, a Review Committee evaluated five responsive qualifications packages and narrowed the responses to three shortlisted firms in which presentation and interview sessions were conducted, ultimately ranking Atkins North America, Inc. number one; and

**WHEREAS**, a negotiation team comprised of Public Works and Procurement staff negotiated the Scope of Services and Fee Schedule with Atkins North America, Inc. in the amount of \$182,956.00; and

**WHEREAS**, the City Council of North Miami Beach desires to award RFQ No. 2015-02 to Atkins North America, Inc. for professional design services for the Northeast 183<sup>rd</sup> Street bike path in an amount not to exceed \$182,956.00.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of North Miami Beach, Florida.

**RESOLUTION R2015-30**

**Section 1.** The foregoing recitals are true and correct.

**Section 2.** The Mayor and Council of the City of North Miami Beach hereby award RFQ 2015-02 to Atkins in the amount of \$182,956.00.

**Section 3.** The Mayor and Council of the City of North Miami Beach, Florida hereby authorize and direct the City Manager and the City Clerk to execute an Agreement, in a form acceptable to the City Attorney, between the City and Atkins North America, Inc., attached hereto as Exhibit "A" and incorporated herein by reference.

**APPROVED AND ADOPTED** by the City of North Miami Beach City Council at the Regular meeting assembled this \_\_\_\_\_ day of **April, 2015**.

ATTEST:

\_\_\_\_\_  
PAMELA L. LATIMORE  
CITY CLERK

(CITY SEAL)

\_\_\_\_\_  
GEORGE VALLEJO  
MAYOR

APPROVED AS TO FORM:

\_\_\_\_\_  
JOSE SMITH  
CITY ATTORNEY

Sponsored by: Mayor and Council

**AGREEMENT No. 2015-02**  
**BETWEEN THE CITY OF NORTH MIAMI BEACH**  
**AND**  
**ATKINS NORTH AMERICA, INC.**

**THIS AGREEMENT** is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2015 by and between Atkins North America, Inc. a **corporation** organized and existing under the laws of the **State of Florida**, with offices at **2001 NW 107<sup>th</sup> Avenue, Miami, FL 33172** (hereinafter referred to as the "Consultant"), and the City of North Miami Beach, a political subdivision of the State of Florida, having its principal office at 17011 NE 19<sup>th</sup> Avenue, North Miami Beach, Florida 33162 (hereinafter referred to as the "City").

**WITNESSETH:**

**WHEREAS**, the Consultant has offered to provide the materials and/or services and to be bound by the terms and conditions of the **Request for Qualifications (RFQ) No. 2015-02 Professional Design Services for N.E. 183 Street Bike Path LAP Project**, which includes the General Terms and Conditions of the Request for Qualifications, Special Terms and Conditions, Scope of Services, Fee Schedule, and associated addenda attached hereto and incorporated herein as Exhibit "A", and the terms of Consultant's Response attached hereto and incorporated herein as Exhibit "B"; and

**WHEREAS**, the Consultant has submitted a written response dated **November 19, 2014**, hereinafter referred to as the "Consultant's Response", the terms of which are incorporated herein by reference as if fully set forth herein; and

**WHEREAS**, the City desires to procure from the Consultant such services for the City, in accordance with the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. The Consultant agrees to provide the materials and/or services pursuant to and to be bound by the Plans and the terms and conditions of the Request for Qualifications, which includes General Terms and Conditions of Request for Qualifications, Special Terms and Conditions, Scope of Services, Fee Schedule, and associated addenda and the terms of which are incorporated herein by reference as if fully set forth herein and attached hereto as Exhibit "A", and the Consultant's Response attached hereto and incorporated herein as Exhibit "B".
2. The City agrees to abide by and to be bound by the terms of the General Terms and Conditions of Request for Qualifications, Special Terms and Conditions, Scope of Services, Fee Schedule, and associated addenda attached hereto and incorporated herein as Exhibit "A", and by the terms of Consultant's Response attached hereto and incorporated herein as Exhibit "B".
3. Consultant shall deliver materials and/or provide services in accordance with the terms of the Request for Qualifications, Scope of Services, Fee Schedule and addenda attached hereto and incorporated herein as Exhibit "A" and with the terms of Consultant's Response attached hereto and incorporated herein as Exhibit "B".
4. The City agrees to make payment in accordance with the terms of the Request for Qualifications, Scope of Services, Fee Schedule and addenda attached hereto and incorporated herein as Exhibit "A" and with the terms of

Consultant's Response attached hereto and incorporated herein as Exhibit "B".

5. This Agreement and attachments hereto constitute the entire agreement between the parties hereto, and its provisions shall not be amended, except in writing, after formal approval by both parties.

6. This Agreement will commence as provided for in RFQ 2015-02 unless Consultant is otherwise notified by the City. Any extension to this Agreement shall be in writing. The City Manager is authorized to extend or terminate this Agreement on behalf of the City.

7. In addition to any other contractual indemnification provisions in Exhibit "A" or Exhibit "B" in favor of the City, Consultant hereby agrees to indemnify and hold the City harmless from any and all claims, suits, actions, damages, causes of action, and attorney's fees, arising from any personal injury, loss of life, or damage to person or property sustained by reason of or as a result of the products or materials used or supplied in the performance of this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

CONSULTANT

CITY OF NORTH MIAMI BEACH

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
Ana M. Garcia, City Manager

Name: \_\_\_\_\_  
(Print)

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Attest: \_\_\_\_\_  
Pamela L. Latimore, City Clerk

Date: \_\_\_\_\_

Approved as to form  
and legal sufficiency

Attest: \_\_\_\_\_  
Corporate Seal/Notary Public

*Jose Smith* 4/15/15  
\_\_\_\_\_  
Jose Smith, City Attorney

Corporate Seal/Notary Seal

## **EXHIBIT "A"**

RFQ No. 2015-02 *Professional Design Services for N.E. 183 Street Bike Path LAP Project*, General Terms and Conditions of the Request for Qualifications, Special Terms and Conditions, Scope of Services, Fee Schedule, and associated addenda is available for review on [www.citynmb.com](http://www.citynmb.com) or on file with the City Clerk.

## **EXHIBIT "B"**

RFQ No. 2015-02 *Professional Design Services for N.E. 183 Street Bike Path LAP Project*, Consultant's Response is available for review on [www.citynmb.com](http://www.citynmb.com) or on file with the City Clerk.

**Scope of Services**  
**City of North Miami Beach**  
**Parks and Recreation**  
**Multi-Use Trail along NE 183<sup>rd</sup> Street from Snake Creek Canal to NE 19<sup>th</sup> Ave.**  
**March 4, 2015**

**Project Description**

The project scope includes the design of approximately 5,500 linear feet of a variable-width multi-use trail on the north side of 183<sup>rd</sup> Street, within the Miami-Dade County right-of-way, from the Snake Creek Canal to NE 19<sup>th</sup> Ave. Design will meet Florida Department of Transportation (FDOT) Bicycle Facilities Handbook guidelines.

**SCOPE OF SERVICES**

Atkins will perform the following services:

**Task 1: Project Administration and Management**

- A). City Coordination and Review: Atkins shall prepare and submit Construction Plans for City review and comment at each submittal phase. The City will review the plans and prepare comments on Atkins' design within 10 working days of submittal. Atkins shall provide responses to the City's comments within 30 days of receipt of comments. Atkins shall continue working on the design while the City review is in process. Atkins shall provide monthly project progress reports by email, letter, or fax to City personnel on a monthly basis (or as required by City staff). Atkins shall attend (2) meetings with the City staff for project review and/or coordination as requested and one (1) public meetings as noted in Task 4
  
- B). LAP (FDOT) Coordination: At the City's direction, Atkins will provide LAP Coordination Efforts with District 6 Coordination Efforts will span from design until the project is awarded and concurrence is received from the District. This will include written responses to the FDOT comments, as well as any applicable document revisions. Atkins will also review 90% and 100% plans for compliance with LAP Manual and prepare the required Specification Package meeting all LAP requirements. Atkins will also review Bid Documents to assure all Federal Requirements are met.
  
- C). Utility Coordination: Available record plan data of existing utilities, including subsurface utilities, will be provided to Atkins by the City. Atkins shall submit request to utilities for existing utility location mark-ups, with sketches or preliminary designs to obtain needed info. Any identified conflicts shall be incorporated into the design plans and overall project schedule. The City shall coordinate all utility relocation designs as necessary. Atkins shall submit sketches or a preliminary package to area utilities to obtain confirmation of the proposed improvements and

locations of their facilities to be shown on the Permit Phase (60%) plans. Atkins shall incorporate utility information into design plans and will, wherever possible, minimize design impacts to existing utilities.

D). Project Scheduling: Atkins shall prepare an overall project schedule using Microsoft Project. The schedule will be provided to the City in electronic format. Atkins shall provide the City an updated schedule to reflect actual project progress with each invoice. Atkins will review the design schedule with the City on a monthly basis, and verify that it is consistent with the requirements of the contract for design. Any changes to the schedule milestones or deadlines shall be approved by the City and Atkins will advise the City of any areas where the schedule is not in compliance with the contract for design.

Deliverables:

- Project Schedule in PDF format.
- Monthly project progress reports with proposed schedule for upcoming period
- Minutes of each meeting distributed to each attendee and others as requested by the City.
- Necessary graphics, notes, exhibits, schedules, tables, or other materials used to facilitate meetings with utilities.
- Written responses to City comments at each design submittal stage.

**Task 2: Site Reconnaissance**

Survey: Survey to be to FDOT design criteria. The trail will follow existing topography with the alignment adjusting as necessary to maneuver around existing utility poles, storm drains, or other potential conflicts. In general, the project area will be bounded by the following limits, viz.:

ON THE NORTH:	By 5 feet past of the Northerly Right of Way line of NE 183 Street.
ON THE EAST:	By 100 feet past the Easterly Right of Way line of the intersection of NE 183 Street and NE 19 Avenue as depicted in Plat Book 80 at Page 93.
ON THE SOUTH:	By a line 5 feet South of the Southerly Right of Way line of NE 183 Street.
ON THE WEST:	By the eastern top of bank of Snake Creek Canal as depicted in Road Plat Book 124 at Page 90.

1. Establish horizontal and vertical control to the extent necessary to meet the project objective for a “full-design” survey.
2. Establish a paper Baseline of Survey, using all pertinent information. Begin and end survey points and at any change in direction, *i.e.*, PC, PT and angle breaks.
3. Topography-Locate all improvements within the Rights of Way along with driveways, curb cuts, ramps, sidewalks servicing adjacent properties, pavement

- markings, *etc.* Topography to extend along side streets beyond pavement returns for 50 feet.
4. Acquire spot elevations to the extent necessary to create a Digital Terrain Model (DTM).
  5. Provide cross-sections at 100-foot intervals to extend 5 feet beyond the Right of Way lines.
  6. Drainage, Sewer-Obtain drainage and sewer structure details (Rim and invert elevations, pipe sizes, materials and directions).
  7. Locate trees 4 inches in caliper or larger.

The survey deliverables will consist of the following:

- Six certified hard copies of the Topographic Survey Map and Report.
- Electronic files of same.
- DTM.

Qualifications:

1. This Survey will be certified to parties specified by the client and shall be in compliance with the "Standards of Practice for Land Surveying in the State of Florida," pursuant to Rule 5J-17 of the Florida Administrative Code.
  2. Horizontal locations will be referenced to the North American Datum of 1983/2011 Adjustment. (NAD83/2011)
  3. Elevations will be referenced to the NAVD88 vertical Datum.
  4. Building setback lines will not be located upon the Survey unless said setback lines are provided by the client.
  5. Subsurface improvements, foundations and utilities will not be located by this survey.
  6. Any easements or rights of way that may be obtained from the underlying plats of record will be shown on the survey map. Absent a title search, further restrictions and easements of record will not be addressed.
  7. This proposal does not include a Mean High Water Line Survey of the Snake Creek Canal or boundary lines of the abutting private properties as defined or by Chapter 177, Florida Statutes.
- A). Field Reviews: Atkins shall conduct a visual reconnaissance of the project site in order to identify typical, key, and anomalous site features.
- B). Data Collection: Atkins shall obtain available data pertinent to the project, such as, but not limited to: digital aerial photograph (provided by the City), roadway drawings, driveway drawings, sidewalk drawings, drainage maps, tax maps, subdivision plat maps, bench mark information, section corner reports, and utility as-built drawings. All information available at City offices shall be at no cost to Atkins. However, it is Atkins' responsibility to coordinate and collect data from each agency, as required. Wetland delineation and/or other surface water and associated buffer

digital survey information will be supplied to Atkins by the City for use in preparing exhibits for the SFWMD exemption application. The City shall provide Atkins with existing construction plans, as-built information, and utility locates or record drawings, if any exist.

- C). Geotechnical Analysis: All geotechnical data and analysis necessary for the project design will be supplied by a sub-consultant as requested by Atkins. See the attached scope.

### **Task 3: Permitting**

- A). Environmental Permitting and Correspondence: Atkins will prepare environmental permit applications for submittal to federal, state and county agencies in support of the multi-use trail design. These applications will be incorporated into the surface water management system permits as environmental impacts are not anticipated to be a major concern for this project. Permit applications will be submitted to the agencies when the multi-use trail design plans are at 90% approval by the City. Responding to one round of requests for additional information from the permitting agencies is anticipated in this scope of work.

The scope does not include wetland impact mitigation determination as preliminary design discussions have indicated the project corridor is not anticipated to directly impact jurisdictional water bodies. If design constraints result in the need to permanently or temporarily impact jurisdictional wetlands a scope and fee to conduct mitigation planning will be provided at that time as an amendment to this Scope of Work.

- B). SFWMD Coordination: A preliminary evaluation of the existing area has indicated that the Miami-Dade Snake Creek Trail is with the SFWMD C-9 Canal ROW on both sides of the canal to the south of the Miami Gardens Drive/SR 860 bridge shown and a . The bike path on NW 183th St. will be connected to the existing path along the canal and a SFWMD ROW occupancy permit will be required. Atkins will coordinate with SFWMD to discuss the permits and prepared the required forms with the project information and drawings.
- C). Coordinate with Miami-Dade County Public Works: As indicated above, all proposed Right-of-Way modifications affected by proposed trail construction will be coordinated with Miami-Dade County Public Works (MDC-PW). Atkins will attend a pre-application meeting with Miami Dade County Regulatory and Economic Resources Department (RER) and MDC-PW to discuss drainage and tree removal permits, as required. Atkins shall prepare all necessary paperwork, graphics, or calculations required for all engineering and drainage related technical issues related to the permit application. Atkins will prepare all necessary paperwork, graphics or calculations related to environmental permitting, including addressing wetland or other environmental impacts.

D). FDEP Permit: A National Pollutant Discharge Elimination System (NPDES) through a Generic Permit for Stormwater Discharge from Large and Small Construction Activities will be needed from Florida Department of Environmental Protection (FDEP). Atkins will prepare the application form including applicant information, project information, and project/site specific information which is needed for the NPDES permit. Atkins will prepare the required forms and will assist the City with the permit application, as required.

#### **Task 4: Public Meetings**

A). Public Involvement: In conjunction with the City, Atkins will participate in two public workshops/open houses in the same week to discuss the project with local residents, businesses and interested citizens. Two (2) Atkins staff are expected to attend to answer questions about project design, potential impacts and citizen concerns. Atkins will provide a roll-plot on aerial background, project design plans, and other supporting documentation as requested by the City for use/display at the meeting. This function will be at a date, time, and venue to be determined and sufficiently noticed by the City. Following the public meetings, Atkins will attend one city council meeting to summarize the findings.

#### **Task 5: NEPA & Environmental Evaluation:**

A). Site Review: An Atkins environmental scientist will conduct a visual reconnaissance of the project sites in order to identify sensitive environmental features, such as wetlands or other federal, state or county protected habitats. It is anticipated that two people from ATKINS will conduct the reviews in no more than one day.

B). Research and Data Collection: Atkins will conduct a desktop search of all readily available databases to identify feature such as Threatened & Endangered Species, listed species sightings, documented contamination, wetlands, well-fields, natural forested communities, and Florida managed areas. This assessment will include a desk-top review with limited/visual verification in the field and does not include any quantitative contamination testing/sampling activities, or additional environmental assessments and documentation (e.g., as stated under Task 3 (C), Cultural Resource Assessment Survey or related agency consultation, etc.).

C). Section 4(f): As the project will connect to the Snake Creek Trail, managed by the Miami-Dade County Parks, Recreation and Open Spaces Department, Section 4(f) coordination may be necessary (at the FDOT's direction). If necessary, a Statement of Significance ("no objection") letter will be prepared for the City's review and submittal to the Miami-Dade County Parks, Recreation and Open Spaces Department and SFWMD. Once they have replied, indicating no objection to the proposed improvements, a Determination of Applicability Package will be prepared for the FDOT's submittal to the Federal Highway Administration for their concurrence

D). Categorical Exclusion Checklist: Atkins will prepare a NEPA Type 1 Categorical Exclusion Checklist, and supporting documentation for the project as consistent with Part 1, Chapter 2 of the Florida Department of Transportation Project Development and Environment (PD&E) Manual and FDOT's Local Agency Program (LAP) Guidelines.

### **Task 6: Design Development and Construction Document Production**

All plans and designs furnished by Atkins are to be prepared with English Units. The current editions, including updates, at the time this agreement is executed, of the following manuals and guidelines shall be used as resources and reference materials in the performance of ATKINS's work:

1. Manual of Uniform Minimum Standards for Design, Construction, and Maintenance of Streets and Highways, Florida Department of Transportation (FDOT), 2011 (Florida Green Book).
2. South Florida Water Management District (SFWMD), Environmental Resource Permit Applicants Handbook, effective October 2013.
3. AASHTO Roadside Design Guide, current edition.
4. FDOT Roadway Plan Preparation Manual.
5. FDOT Roadway and Traffic Design Standards, current edition.
6. FDOT Standard Specifications for Road and Bridge Construction, 2015.
7. FDOT Basis of Estimates Handbook.
8. MUTCD, current edition.
9. FDOT Drainage Manual, January 2014.
10. FDOT Structures Design Guidelines.
11. Americans with Disabilities Act (ADA) Compliance, 2010.

Listing of the above reference materials and resources is not intended to establish these documents design standards or criteria to be used on this project. Selection of appropriate standards and criteria for design of roadway elements is influenced by several factors including, but not limited to, traffic volume and composition, governmental policies, rules and regulations, desired levels of service, terrain features, roadside developments, existing conditions, environmental considerations, budgetary constraints, and other individual characteristics of the existing conditions. The City may decide which design standards and criteria will be used based on an evaluation of these and other factors, as City policy may require.

All cost estimates and opinion of probable construction costs will be provided per the qualifications listed below:

1. Estimates to be prepared in CSI Master Format.
2. Estimates will be developed in MS Excel with a single unit price for each line item inclusive of material, labor, equipment and sub markups.
3. Assumes submittal of one (1) Draft and one (1) Final Deliverable for each phase deliverable.

4. Assumes that some pricing may be performed based on a GSF.
5. Any pricing/analysis of alternates are not included.
6. Analysis of construction engineering & inspection (CEI) fees will not be included.
7. Analysis of environmental remediation & mitigation issues costs will not be included.
8. Analysis of the 3<sup>rd</sup> party independent estimates or schedules will not be included.
9. Estimates exclude pricing of FF&E and owner soft costs.

A). Prepare design development level drawings (30% design): A conceptual design plan for the proposed trail will be prepared for review by the City for the trail corridor along the north side of 183<sup>rd</sup> Street and include the connection to the canal trail on the western boundary and across 19<sup>th</sup> Avenue on the eastern boundary. These plans will reflect the combination of site constraints, County design regulations, FDOT standards, trail use objectives, and solutions to traversing behind the shopping center and pond. Atkins will attend three meetings with the City to visit the site and discuss/review the plans.

Conceptual Design Deliverables:

- Three (3) sets of conceptual plans (11" X 17") at 1" = 40' scale.
- Electronic (PDF) plans.
- A preliminary order of magnitude cost estimate based on the design development plans will be prepared and provided to the City.

B). Prepare contract documents: Once the conceptual design plans have been reviewed by the City, construction documents will be created to implement the approved design. Anticipated documents include: geometric layout plans, paving, grading, and drainage plans, landscape plans and irrigation plans. Construction documents will also include details, notes and specifications necessary to complete construction. Final deliverables and meetings will be determined after Task 1 is complete. Atkins shall provide all details for proposed recreational trail base and pavement installation, proposed utility conflicts and relocation needs, drainage modifications and calculations as required for obtaining a permit exemption.

1. Design Permit Phase (60%) Plans: Services shall include, but are not limited to, the preparation of a key sheet, a plan horizontal control sheet, typical cross-sections, miscellaneous drainage details, and plans depicting the connection to existing pedestrian access points for the proposed improvements. These exhibits will depict the proposed trail alignment and width, proposed swale, wetland and buffer locations and impacts at a scale of 1" = 100', but will not be intended for use as construction plans.

Permit Phase (60%) Deliverables:

- Three (3) sets of Permit Phase (60%) construction plans (11" X 17") and permit exhibits at 1" = 40' scale.
- Electronic (PDF) plans.

- Written responses to City comments no later than fourteen (14) calendar days from receiving the comments.
  - Atkins' Opinion of Probable Construction Costs at Pre-Bid Phase (90%) with City furnished bid forms.
2. (90%) Construction Plans: Shall include modifications or revisions to the Permit Phase (60%) plans as a result of permitting agency requirements, FDOT and City review and comment during the Permit Phase (60%) plans submittal

90% Deliverables:

- Three (3) sets of (90%) construction plans (11"x17") plotted at 1" = 40' scale.
  - Electronic (PDF) plans.
  - Written responses to City comments.
  - Quantity Take-off list submitted on City furnished MS Excel Bid Form spreadsheet.
  - Atkins' Opinion of Probable Construction Costs at (90%) with City furnished bid forms.
3. Issue for bid (100%) Plans: Shall include modifications or revisions to the (90%) construction plans as a result of FDOT and City review and comment during the (90%) plans submittal.

100% Deliverables:

- Three (3) sets of signed and sealed Issue for Bid (100%) construction plans (11"x17") plotted at 1" = 40' scale.
- Electronic (PDF) plans.
- Written responses to City comments.
- Final Quantity Take-off list submitted on City furnished MS Excel Bid Form spreadsheet.
- Letter of Quality Control.
- One (1) set of signed and sealed conformed construction plans (11" x 17") reflecting any addenda or changes in the plans after the Bid Phase submittal.

**Items to be Furnished by Client**

Information requested in this Agreement will be available to Atkins following Notice to Proceed.

- The City Project Manager shall determine the appropriate City staff involvement in the Project and shall arrange for those individuals to be present at meetings and to provide written comments to Atkins.
- The City will be responsible for any easement acquisition that may be required for staging areas or pipe installation. Boundary survey(s) and legal description(s) are

excluded. Appraisals are excluded.

- Atkins shall identify areas where temporary or permanent easements may be required. Preparation of any required easement deeds, sketches, survey and legal descriptions will be prepared by the City.
- Unless otherwise advised by the City, the design will specify contractor requirements to obtain any special permits such as those which may require work at night and/or noise abatement.
- Atkins will include the requirement for development of the maintenance of traffic plan (MOT) as applicable. The actual MOT plan will be done and executed by the Contractor.
- If required by the City, non-routine permit needs not specifically related to this project shall be addressed under a separate Work Order, or Amendment as required by the City. Non-routine permitting requirements that are not included in this Work Order are as follows:
  - Re-zoning needs
  - Special Exception Uses
  - Variances and administrative appeals
  - Board of Adjustment
  - Deed restriction requirements associated with the proposed Project site
  - Unapproved property plat
  - Mailings to surrounding property owners that may be required as part of the permit application or permit requirements.
- Where the City requests legal assistance and Atkins is non-negligent, fees for legal assistance shall be part of a separate Work Order or Amendment as appropriate.
- Schedule assumes ten (10) business days review time per deliverable for the City and 45 calendar days response time for Sunshine member agencies to identify their utilities within the Project site.
  - Existing construction plans, as-built information, and utility locates or record drawings, if any exist.
  - The City will pay all permit fees.

### **Services Not Included**

This scope does not include the following services:

1. Any meetings beyond what is included in the scope of services.
2. Any tasks not included in the scope of services.

### **Task 7: Bidding Phase and Award Support Services**

- A). Contract and Bid Documents Services: Upon completion of Tasks 1-6, Atkins will submit the technical specification package and standard City “front-end” documents provided by the City in electronic (MS Word) format. Atkins will update these documents accordingly to make them site and project-specific and incorporating into the bid document for the project in pdf format.
- B). During the bid and award phase of the construction contract, Atkins will provide the following services:
- Respond in writing through the City’s purchasing department to technical questions from qualified bidders and assist to issue bid addenda, if required for clarification.
  - Assist the City with the evaluation and tabulation of all contractor bids as needed by the City, reference checks, and contractor selections.
  - Attend one pre-construction meeting with the City and selected contractor, and will record and distribute minutes.

**Task 8: Limited Construction Administration Services (to be authorized separately)**

Limited construction administration services: Once a construction contract is completed and a contractor is selected, Atkins will provide limited construction administration services to the City during the construction phase. Construction administration services may include, but are not limited to plan updates, engineering assistance, RFIs, and meeting attendance as noted below. During the construction phase of the proposed project, Atkins will provide the following services:

1. Review submittals from the contractor including shop drawings, product cut sheets, product substitution requests, and various work plans. Submittals shall be responded to within 15 days of receipt.
2. Respond in writing to RFIs or RAIs from the contractor within 5 days of receipt.
3. Scheduling: Atkins will review and approve the initial baseline schedule as well as the monthly review of schedule updates to be issued by the Contractor for the subject project (based on a 6 month construction schedule) in compliance with the contract documents. Review of time extension change orders, site visits and claims analysis are not included.
  - The initial baseline schedule includes: one (1) initial review for logic, general verification of scope and compliance with contract requirements, one (1) conference call with Contractor to discuss comments and one (1) final review.
  - The month review of schedule updates includes: one (1) review for logic, percent complete update based by Atkins field personnel

input, forecast review, compliance with contract requirements and one (1) schedule report.

An Atkins representative will visit the site periodically during construction to observe progress and witness tests (as often as deemed appropriate by Atkins for the type of work involved) and prepare site observation reports.

Atkins will submit copies of all field inspection notes and sketches to the City as needed, will keep photographic evidence of its field observations, and will include relevant photos on its reports as needed. The Atkins representative will visit the site at substantial completion to prepare a punch list of items that are found not to be in conformance with the contract documents, or items that require correction, completion, or replacement. The punch list will be developed as a final tool of our construction administration task. As the contractor completes the work and develops his/her own internal punch list, Atkins will concurrently prepare a punch list as the work progress is reviewed. Atkins will coordinate with the contractor and the City to visit the project site, confirm the completion of pending punch list items, and provide the list to the contractor for correction of any deficiencies. Deadlines will be set for this work to be completed to eliminate project delays.

When the contractor has made all corrections, a final review will be performed to confirm all work has been corrected in accordance with Atkins' punch list and comments. Atkins will review as-built drawings and test reports provided by the contractor for conformance with the contract documents and prepare the engineer's record drawings.

- Record drawings: Upon completion of Task 8, Atkins will provide three sets of signed/sealed record drawings, based on signed and sealed as-builts drawings (and electronic files – AutoCAD) to be provided by the contractor, for the City of North Miami Beach's files.

#### **Additional services**

If authorized by City in writing, Atkins will provide additional services that may be required above and beyond those described in Tasks 1-8, in accordance with this agreement. Additional services may include the following:

- Assistance with acquisitions of easements and/or right-of-way
- Hydraulic modeling
- Public information services and advertisement of public meetings
- Preparation of board-mounted exhibits and renderings for presentations and public meetings
- Relocations/modifications of existing utilities within the project area
- Roadway design and cross sections

- Document preparation for bid of pavement and restoration plans, sections and details beyond of what is shown on the regular bid documents for pipe replacement.
- Maintenance of traffic plans (MOT plans).
- Design of sanitary sewer systems
- Meetings in excess of those described in the preceding tasks
- Environmental testing and engineering services
- Basis of design report (BODR), feasibility, and/or route studies
- Dewatering plans
- Design of corrosion protection systems
- Structural design calculations
- Permitting (other than identified in this scope of services)
- Creation of a contract document
- Changes in project extents or main alignments after geotechnical testing services have commenced
- Any other services not specifically listed in Tasks 1-8.

**Compensation**  
**City of North Miami Beach**  
**Parks and Recreation**  
**Multi-Use Trail along NE 183<sup>rd</sup> Street from Snake Creek Canal to NE 19<sup>th</sup> Ave.**  
**March 4, 2015**

Atkins will be compensated in a lump sum amount to be billed monthly for the duration of the project.

**FEE ESTIMATE BREAKDOWN**



**Multiplier 2.85**

		Team:												Total Hours
		Project Management		Survey/Geomantics			Project Controls		Engineering	Environmental		Landscape Architecture		
		Project Manager	LAP/FDOT Coordinator	Project Manager	Project Surveyor	Survey Crew	Senior Estimator	Estimator	Permits Engineer	Sr. Planner	Sr. Scientist	Sr. Landscape Architect	Landscape Designer	
		CK	RC	RM	ZP	RL-YS-EC	AV	BB	JL	GM	LM	HB	KS/JK	
		Raw Hourly Rate	\$45.85	\$50.48	\$69.98	\$35.44	\$54.73	\$54.39	\$38.60	\$49.27	\$45.00	\$38.00	\$55.83	
Loaded Hourly Rate:		\$130.67	\$143.87	\$199.44	\$101.00	\$155.98	\$155.00	\$110.00	\$140.42	\$128.25	\$108.30	\$159.12	\$82.71	
Task	Description													
1.0	Project Administration & Management	48	40						4		8	16		116
2.0	Site Reconnaissance			14	90	116			4			4	16	244
3.0	Permitting								110			2	16	128
4.0	Public Meetings	32										6	12	50
5.0	NEPA & Environmental Evaluation								4	34	18			56
6.0	Design Development & Construction Document Production		40				49	84	8			72	152	405
7.0	Bidding Assistance	6					8	4				2	8	28
<b>Total Hours</b>		86	80	14	90	116	57	88	130	34	26	102	204	<b>1027</b>
<b>Total Labor</b>		\$11,238	\$11,509	\$2,792	\$9,090	\$18,094	\$8,835	\$9,680	\$18,255	\$4,361	\$2,816	\$16,230	\$16,872	<b>\$129,771</b>
												<b>Subconsultant - Geotechnical</b>	<b>\$2,200</b>	
												<b>Subconsultant - Civil Engineering Expenses</b>	<b>\$46,985</b>	
												<b>Design Fee Grand Total</b>	<b>\$182,956</b>	
8.0	Construction Administration Services	10					12	24				12	28	86
<b>Total Hours</b>		10	0	0	0	0	12	24	0	0	0	12	28	<b>86</b>
<b>Total Labor</b>		\$1,307	\$0	\$0	\$0	\$0	\$1,860	\$2,640	\$0	\$0	\$0	\$1,909	\$2,316	<b>\$10,032</b>
												<b>Subconsultant - Civil Engineering Expenses</b>	<b>\$6,240</b>	
												<b>Construction Administration Services Total</b>	<b>\$17,072</b>	

**FEE ESTIMATE BREAKDOWN**

Chen Moore Engineering

		Team:	Civil Engineering						Total Hours	
		Title/Role:	Principal	Project Manager	Sr. Engineer	Project Engineer	Engineer	Sr. Technician		Technician
		Employee Initials:	PM	JA	GM	PK	AS	AA		CM
		Loaded Hourly Rate:	\$225.00	\$200.00	\$175.00	\$135.00	\$105.00	\$90.00		\$90.00
Task	Description									
1.0	Project Administration & Management	1	2	12				15		
2.0	Site Reconnaissance			2		8		8		
3.0	Permitting			6		24		6		
4.0	Public Meetings			6		8		8		
5.0	NEPA & Environmental Evaluation			2		4		2		
6.0	Design Development & Construction Document Production		2	32		100		160		
7.0	Bidding Assistance			6		10		2		
<b>Total Hours</b>		1	4	66	0	154	0	186	411	
<b>Total Labor</b>		\$225	\$800	\$11,550	\$0	\$16,170	\$0	\$16,740	\$45,485	
								<b>Expenses</b>	<b>\$1,500</b>	
								<b>Design Fee Total</b>	<b>\$46,985</b>	
8.0	Construction Administration Services		2	12		24		8	46	
<b>Total Hours</b>		0	2	12	0	24	0	8	46	
<b>Total Labor</b>		\$0	\$400	\$2,100	\$0	\$2,520	\$0	\$720	\$5,740	
								<b>Expenses</b>	<b>\$500</b>	
								<b>Construction Administration Services Total</b>	<b>\$6,240</b>	

**RESOLUTION NO. R2015-12**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO NEGOTIATE AN AGREEMENT FOR PROFESSIONAL DESIGN SERVICES FOR THE NORTHEAST 183RD STREET BIKE PATH LAP PROJECT WITH ATKINS NORTH AMERICA, INC. PURSUANT TO REQUEST FOR QUALIFICATIONS NO. 2015-02.**

**WHEREAS**, the City of North Miami Beach ("City") issued Request for Qualifications (RFQ) No. 2015-02 for the purpose of selecting a qualified consultant to provide professional design services for a bike path along Northeast 183<sup>rd</sup> Street; and

**WHEREAS**, the bike path, a project funded by the Florida Department of Transportation (FDOT) Local Agency Program (LAP), will run along NE 183<sup>rd</sup> Street between Northeast 11<sup>th</sup> and Northeast 19<sup>th</sup> Avenues; and

**WHEREAS**, bid notices were electronically mailed to more than 7,900 potential local and national vendors, as well as advertised in the Miami Daily Business Review, and posted on DemandStar by Onvia, the City's website, and in the lobby of City Hall. Additionally, all registered City of North Miami Beach vendors under the commodity(s) matching this project's scope were notified via email; and

**WHEREAS**, the City took receipt of eight submittals by the published deadline and upon administrative review five of the submittals were found to be responsive: Atkins North America, Inc. (Atkins), CPH, Inc. (CPH), Kimley-Horn and Associates, Inc. (Kimley-Horn), Marlin Engineering, Inc. (Marlin), and SRS Engineering, Inc. (SRS); and

**WHEREAS**, a Review Committee convened to evaluate and rank the responsive submittals to RFQ No. 2015-02 on the submitted qualifications, presentations and question-and-

answer sessions with the shortlisted firms and subsequently shortlisted to the top three ranked firms: Atkins, CPH and Kimley-Horn; and

**WHEREAS**, after exercising due diligence, the City Manager recommends that the Mayor and City Council approve the ranking of the submitted proposals, Atkins, CPH, and Kimley-Horn; and

**WHEREAS**, the City Manager recommends that the Mayor and City Council authorize the City Manager to negotiate an agreement with Atkins, and if negotiations are unsuccessful, then with the next higher ranked firm, for subsequent submittal to the Mayor and City Council for review and approval.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of North Miami Beach, Florida.

**Section 1.** The foregoing recitals are true and correct.

**Section 2.** The City Manager or designee is hereby authorized to negotiate an agreement for professional design services for the Northeast 183<sup>rd</sup> Street bike path with Atkins, as the first ranked firm.

**Section 3.** Should negotiations with the first-ranked firm be unsuccessful, the City Manager or designee is hereby authorized to engage in negotiations with the next-ranked firm(s), as provided for hereinabove, until successful.

**APPROVED AND ADOPTED** by the City of North Miami Beach City Council at the  
Regular meeting assembled this 3<sup>rd</sup> day of **February, 2015**.

ATTEST:



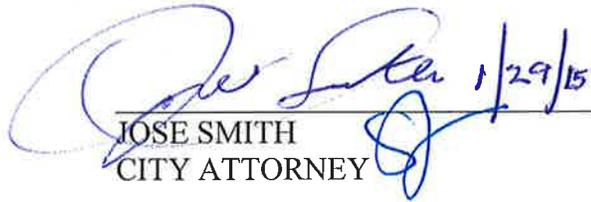
PAMELA L. LATIMORE  
CITY CLERK

(CITY SEAL)



GEORGE VALLEJO  
MAYOR

APPROVED AS TO FORM:



JOSE SMITH  
CITY ATTORNEY

Sponsored by: Mayor and Council

## Semeraro,Christina

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**From:** Reyna, Alfredo <Alfredo.Reyna@dot.state.fl.us>  
**Sent:** Wednesday, April 08, 2015 6:01 PM  
**To:** Saenz, Abdias  
**Cc:** Yassin, Aiah; Scott, Esmond; Semeraro,Christina  
**Subject:** FM 432406-1 NW 183th street  
**Attachments:** RE: Verbal Response from FDOT LAP Program on Budget Increase - Bicycle Path Along 183th Street - FM#432409-1 - Contract No. AR872

Abdias,

Good afternoon, the additional funds for the design phase were approved. Now we need to work on the supplemental agreement form that I sent you yesterday (attached e-mail). We will need the Supplemental Agreement executed by the City to be able to request the Federal Authorization.

At this time will be safe to move forward with your design contract but remember that we need to approve the professional services checklist before you execute the contract.

Regards

**Alfredo Reyna, P.E.**

LAP Coordinator - Keith and Schnars, P.A.  
Florida Department of Transportation  
District VI-Adam Leigh Cann Building  
Program Management Room 6112A  
1000 NW 111th Avenue - Miami, Florida 33172  
(305) 470-5288 Fax (305) 470-6737  
[Alfredo.Reyna@dot.state.fl.us](mailto:Alfredo.Reyna@dot.state.fl.us)



## **City of North Miami Beach, Florida**

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PUBLIC WORKS DEPARTMENT

April 2, 2015

Aiah Yassin  
District LAP Administrator  
1000 NW 111<sup>th</sup> Avenue  
Miami, Florida 33172

**RE: Estimate for Bicycle Path Along 183th Street Between 11<sup>th</sup> and 19<sup>th</sup> Avenues  
FM#432409-1 – Contract No. AR872**

Dear Ms. Yassin:

As discussed with Mr. Alfredo Reyna at his office on March 20, 2015, we are providing our department's estimate for the above project included in the District's LAP Program.

Currently the budgeted design allocation is \$135,000, while the actual cost approved by our Department is \$182,956. We are respectfully requesting an increase in the amount of \$47,936 for the design phase.

Regarding the construction budget, our current estimate is for \$976,188 while the allocated budgeted amount is about \$389,000. We are respectfully requesting an increase in the amount of \$587,000.00 for the construction phase.

Please do not hesitate to contact me with any questions.

Truly yours,

**Abdias H. Saenz, PE, CGC**  
**CIP Manager | Public Works Department**

Cc: Esmond Scott  
Alfredo Reyna  
Brian O'Connor  
Christina Semerano



City of North Miami Beach  
17011 NE 19 Avenue  
North Miami Beach, FL 33162  
305-947-7581  
www.citynmb.com

## MEMORANDUM

 [Print](#)

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**TO:** Mayor and City Council  
**FROM:** Ana M. Garcia, City Manager  
**VIA:** Jeffrey F. Thompson, P.E., Director of Public Utilities  
Huren (Jeff) An, Ph.D., P.E., Deputy Director of Public Utilities  
**DATE:** Tuesday, April 21, 2015

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**RE:** Resolution R2015-31 (Jeffrey F. Thompson, Director of Public Utilities Huren (Jeff) An, Deputy Director of Public Utilities)

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**BACKGROUND ANALYSIS:** Safeguard Properties III, has agreed to grant an easement to the City of North Miami Beach for the purpose of construction, operation and maintenance of water facilities that are required for water facilities across, under and through the Easement Area. The City of North Miami Beach shall bear all costs and expenses involved in its operation and use of water facilities. This easement is located in the City of Miami Gardens, Park Centre Boulevard, lot 4 and 5, Park Centre Business Park (P.B. 159, PG. 49).

**RECOMMENDATION:** We are respectfully requesting your approval to authorize the City Manager to execute the Grant of Easement for Water Facilities from Safeguard Properties III, LLC.

**FISCAL/BUDGETARY IMPACT:** None

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### ATTACHMENTS:

- [Safeguard PropertiesIII-Grant of Easement for Water Facilities](#)
- [Resolution No. R2015-31](#)

## GRANT OF EASEMENT FOR WATER FACILITIES.

THIS GRANT OF EASEMENT FOR \_\_\_\_\_ is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between SAFEGUARD PROPERTIES III, LLC., 105 MAXESS ROAD, SUITE 125, MELVILLE, NEW YORK, 11747, as "Grantor", and the CITY OF NORTH MIAMI BEACH, a municipal corporation duly organized and existing under the laws of the State of Florida, having an address at 17011 N.E. 19<sup>th</sup> Avenue, North Miami Beach, Florida 33162 hereinafter referred to as "Grantee".

### RECITALS

- A. Grantor is the fee simple owner of certain real property described in Exhibit A attached hereto and made a part hereof ("Subject Property").
- B. Grantor has agreed to grant an easement over that certain portion of the Subject Property specifically described on Exhibit "B", attached hereto and made a part hereof (the "Easement Area"), upon the terms and conditions set forth herein.
- C. Grantor has agreed to grant an easement to Grantee for the sole purpose of construction, operation and maintenance of water facilities, including transmission mains, distribution mains, supply pipes, manholes, valves, connections, pumps and all other physical facilities and property installations that are required for water facilities across, under and through the Easement Area, as may be required by Grantee in connection with its use and operation of the water facilities.
- D. Grantee shall bear any and all costs of maintenance, utilities, replacements, repairs, taxes, insurance, and any and all other costs and expenses involved in its operation and use of the water facilities (the "Operating Costs").

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**Recitals.** The above recitals are true and correct and by this reference are incorporated as if fully set forth herein.

**Easement.** Grantor hereby grants to Grantee, for the use and benefit of Grantee, its successors and assigns and its agents and employees, a non-exclusive easement over, across, through and under the Easement Area solely for the use, installation, operation, maintenance, replacement and repair of the water facilities located on the Easement Area. Hereafter, unless specified to the contrary; use of the term "water facilities" shall include transmission mains, distribution mains, supply pipes, manholes, valves, connections, pumps, all other physical facilities and property installations that are required for water facilities.

**Maintenance.** Grantee agrees to install, maintain, repair and replace (as necessary) the water facilities, or necessary portions thereof, so that same is at all times in good working order and condition and free of material defects, subject only to occasional interruption of service due to

(i) ordinary wear and tear and use thereof; (ii) routine or extraordinary maintenance, repair or replacement; or (iii) events beyond Grantee's reasonable control. Grantee shall have the right to select the contractor(s) of its choice in connection with all aspects of installation, maintenance, repair, and replacement of the water facility. Grantee shall only be obligated to restore pavement, curb-gutter, sidewalk and/or sod, to restore the surface of the Easement Area to the condition in which it existed immediately prior to the performance of such work (the cost of which shall be included in Operating Costs). **Any other landscaping, encroachments, structures or other materials on the surface of the Easement Area will not be restored or maintained by the Grantee.**

The Grantor shall at all times, have full and unrestricted access to the Easement Area in order to maintain, repair and replace necessary portions of the surface of the Easement Area. In the event that the water facilities are damaged by the Grantor during any such maintenance, repair or replacement, the Grantor shall make all necessary repairs to the water facilities at Grantor's sole expense.

**Encroachments.** Grantor agrees to keep Easement area easily accessible, with no structures to be placed within or immediately adjacent to the Easement Area impeding access to the Easement Area. Grantor will immediately remove, at its own expense, any encroachment, or structure located within the Easement Area.

**Third Party Agreements.** Grantor agrees to immediately notify Grantee of any third parties intending to use, install, or otherwise encroach on the Easement Area.

**Noise Controls.** Grantee shall use best efforts and, at a minimum, shall comply with industry standards, with respect to controlling noise emanating from the water facilities.

**Payment Covenants.** Grantee shall be responsible for the Operating Costs of the water facilities. Grantor shall be responsible for any costs associated with damage to the water facilities resulting from Grantor's maintenance, repair or replacement related to the surface portion of the Easement Area.

**Term.** The term of this Easement shall be perpetual unless terminated by the parties in a writing executed by both. This Easement shall not merge with any deed to the Subject Property or any part thereof but shall survive for the Term (Term) described herein

**Successors and Assigns.** This Easement shall bind, and the benefit thereof shall inure to the respective successors and assigns of Grantee.

**Limitation.** It is the intention of the parties hereto that this Easement shall be limited to and utilized solely for the purposes expressed herein.

**Indemnification and Hold Harmless.** The Grantee will assume and defend all liability of Grantor, with respect to the Grantee's activities within the Easement Area, except for liability arising in whole or in part from the negligence or willful acts of the Grantor, its officers, owners, residents, guests, employees, or any other third party permitted by the Grantor to be within the Easement Area. Nothing contained in this paragraph or elsewhere in this Grant of Easement Agreement is intended to be a waiver of limitations on the Grantee's liability to third parties as set forth in Section 768.28, Florida Statutes; however, the limitations under such statutory provision shall not apply to the Grantee's contractual obligations to defend Grantor and to cover, pay and/or reimburse any and all costs, expenses, liabilities, claims, actions, causes of

Prepared: Jose Smith, City Attorney  
City of North Miami Beach  
17050 NE 19 Avenue  
North Miami Beach, FL 33162 (305) 948-2967

action, losses, demands and damages, including, without limitation, reasonable attorneys' fees (including the cost of in-house counsel) and disbursements at the trial level and all levels of appeal, relating to death or of injury to persons, or loss of or damage to property, incurred in connection with, use of the Easement Area by the Grantee, except as excluded herein.

**Default by Grantee.** In the event of a default by Grantee in the maintenance, operation or repair of the water facilities, Grantor shall give written notice to Grantee, specifying the nature of such default. Grantee shall have a period of ten (10) days following receipt of said notice in which to remedy the default (or such longer time as may be necessary and reasonable, provided Grantee shall have commenced a cure within said 10-day period and is diligently and continuously prosecuting same); failing which Grantor shall have the right to access the water facilities, for the limited purpose of effecting the required repair or maintenance. Notwithstanding the foregoing, if the default is of such a nature that an emergency situation arises constituting an unsafe or unsanitary condition, the period for cure of such default shall be accelerated to be a period of time determined by Grantor in its sole discretion, but which is reasonable in light of the nature of the emergency. All costs incident to curing a default by Grantee under this subsection A shall be the sole responsibility and obligation of and, accordingly, shall be borne by, the Grantee.

**Default by Grantor.** In the event of a default by Grantor in the repair of the water facilities resulting from damage caused by Grantor to the water facilities pursuant to Grantors activities provided for herein, Grantee shall give written notice to Grantor, specifying the nature of such default. Grantor shall have a period of ten (10) days following receipt of said notice in which to remedy the default (or such longer time as may be necessary and reasonable, provided Grantor shall have commenced a cure within said 10-day period and is diligently and continuously prosecuting same); failing which Grantee shall have the right to effect the required repair of the water facilities. All costs incident to repair of the water facilities shall be borne by the Grantor.

**Enforcement.** In the event it becomes necessary for any party to defend or institute legal proceedings as a result of the material failure of either party to comply with the terms, covenants and conditions of this Easement, the prevailing party in such litigation shall recover from the other party all costs and expenses incurred or expended in connection therewith, including, without limitation, reasonable attorneys' fees and costs, at all levels.

**Venue; Jurisdiction.** This Easement shall be governed and construed in all respects in accordance with the laws of the State of Florida, without regard to its conflict of laws provisions. Further, all parties hereto agree to avail themselves of and submit to the personal jurisdiction of the Courts of the State of Florida in Miami-Dade County.

**Interpretation.** No provision of this Easement will be interpreted in favor of, or against, any of the parties hereto by reason of the extent to which any such party or its counsel participated in the drafting thereof or by reason of the extent to which any such provision is inconsistent with any prior draft hereof or thereof.

**Counterparts.** This Easement may be executed in any number of counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute a single document.

**Notices.** All notices, demands, requests or other communications required or permitted to be given hereunder shall be deemed delivered and received upon actual receipt or refusal to receive same, and shall be made by United States certified or registered mail, return receipt

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City of North Miami Beach  
17050 NE 19 Avenue  
North Miami Beach, FL 33162 (305) 948-2967

requested or by hand delivery, and shall be addressed to the respective parties at the addresses set forth in the preamble to this Easement.

**Entire Easement.** This Easement constitutes the entire agreement between the parties hereto with respect to the specific subject matter hereof and supersedes all prior negotiations, agreements, understandings and arrangements, both oral and written, between the parties with respect to such specific subject matter. This Easement may not be modified in any way, except by a written instrument executed by each of the parties.

**Severability.** If any clause or provision of this Easement is deemed illegal, invalid or unenforceable under present or future laws effective during the term hereof, then the validity of the remainder of this Easement shall not be affected thereby and shall be legal, valid and enforceable.

**[ENDORSEMENTS TO FOLLOW]**

Prepared: Jose Smith, City Attorney  
City of North Miami Beach  
17050 NE 19 Avenue  
North Miami Beach, FL 33162 (305) 948-2967

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

GRANTOR:

[Signature]  
SAFEGUARD PROPERTIES III, LLC

BY: [Signature]

NAME: JAMES GOONAN

TITLE: SVP

Signed, sealed and delivered in the presence of:

WITNESS #1: [Signature]

PRINTED NAME: STAN BOVILLA

WITNESS #2: [Signature]

PRINTED NAME: Jerome Hall

New York  
STATE OF FLORIDA COUNTY OF Suffolk

Before me personally appeared JAMES GOONAN and \_\_\_\_\_, to me well known, and known to me to be the individuals described in and who executed the foregoing instrument of the above named \_\_\_\_\_, a Corporation, or having produced current drivers license as identification, and severally acknowledge to and before me that they executed such instrument of said Corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said Corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said Corporation and did/did not take an oath.

WITNESS my hand and official seal, this 24 day of MARCH, A.D. 2015.

[Signature] KAREN WEBER  
Notary Public, State of New York  
(Signature of Notary) No. 01WE6014857  
Qualified in Suffolk County  
Commission Expires October 19, 2018

\_\_\_\_\_  
(Name of Notary Typed, Printed or Stamped)

\_\_\_\_\_  
(Title or Rank)

PROJECT #: WM-0305 (LOT 4 & 5)  
DATE: MARCH 10, 2015

Prepared: Jose Smith, City Attorney  
City of North Miami Beach  
17050 NE 19 Avenue  
North Miami Beach, FL 33162 (305) 948-2967

**GRANTEE:**

\_\_\_\_\_  
CITY OF NORTH MIAMI BEACH

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

Signed, sealed and delivered in the presence of:

WITNESS #1: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

WITNESS #2: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

**STATE OF FLORIDA COUNTY OF \_\_\_\_\_**

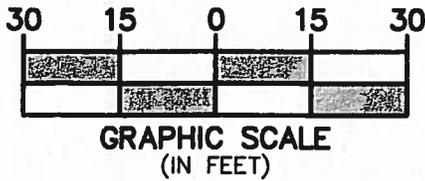
Before me personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me well known, and known to me to be the individuals described in and who executed the foregoing instrument of the above named \_\_\_\_\_, a Corporation, or having produced current drivers license as identification, and severally acknowledge to and before me that they executed such instrument of said Corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said Corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said Corporation and did/did not take an oath.

WITNESS my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_\_.

\_\_\_\_\_  
(Signature of Notary)

\_\_\_\_\_  
(Name of Notary Typed, Printed or Stamped)

\_\_\_\_\_  
(Title or Rank)

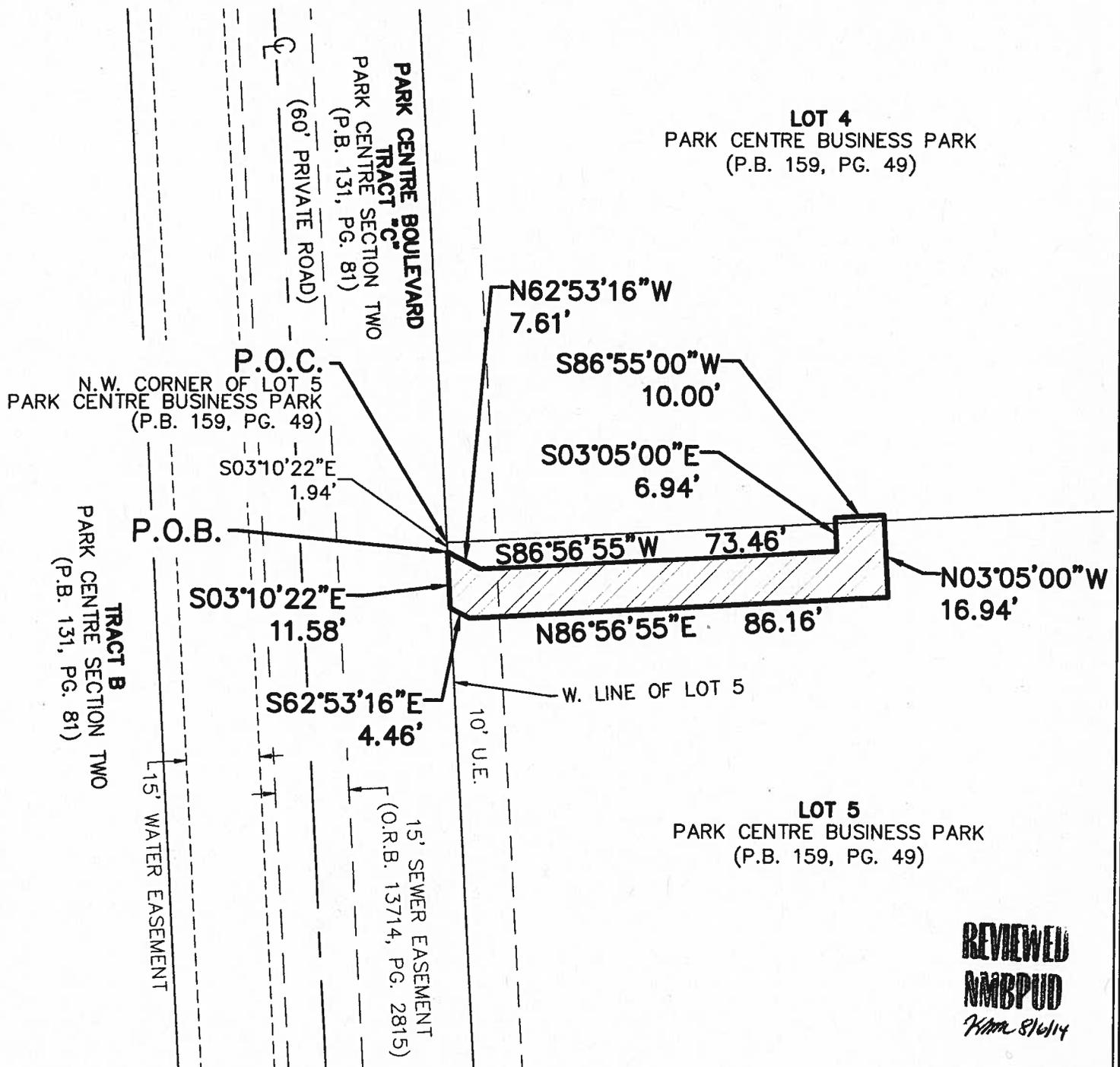


**LEGEND**

- P.B. — PLAT BOOK
- O.R.B. — OFFICIAL RECORDS BOOK
- PG. — PAGES
- P.O.B. — POINT OF BEGINNING
- P.O.C. — POINT OF COMMENCEMENT

**LOT 4**  
PARK CENTRE BUSINESS PARK  
(P.B. 159, PG. 49)

**LOT 5**  
PARK CENTRE BUSINESS PARK  
(P.B. 159, PG. 49)

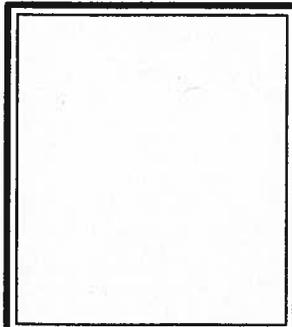


**REVIEWED**  
**NMBPUD**  
*Ham 8/6/14*

**SHEET 2 OF 2**

**CAULFIELD & WHEELER, INC.**  
CIVIL ENGINEERING  
LANDSCAPE ARCHITECTURE - SURVEYING  
7900 GLADES ROAD - SUITE 100  
BOCA RATON, FLORIDA 33434  
PHONE (561)-392-1991 / FAX (561)-750-1452

**SAFEGUARD STORAGE**  
**WATER EASEMENT**  
**SKETCH OF DESCRIPTION**



DATE	7/17/14
DRAWN BY	RW
F.B./ PG.	N/A
SCALE	1" = 30'
JOB NO.	6661 WATER2

**NOTES:**

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.
2. SURVEY MAP OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED PROFESSIONAL LAND SURVEYOR.
3. LANDS SHOWN HEREON ARE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
4. BEARINGS SHOWN HEREON ARE RELATIVE THE WEST LINE OF LOT 5, PARK CENTRE BUSINESS PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 159, PAGE 49 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BEARING S03°10'22"E.
5. THE "DESCRIPTION" SHOWN HEREON WAS PREPARED BY THE SURVEYOR.
6. ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
7. DATA SHOWN HEREON WAS COMPILED FROM THE INSTRUMENT OF RECORD AND DOES NOT CONSTITUTE A BOUNDARY SURVEY AS SUCH.

**DESCRIPTION:**

A PORTION LOTS 4 AND 5, PARK CENTRE BUSINESS PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 159, PAGE 49, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 5; THENCE S03°10'22"E ALONG THE WEST LINE OF SAID LOT 5, A DISTANCE OF 1.94 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S03°10'22"E ALONG SAID WEST LINE, A DISTANCE OF 11.58 FEET; THENCE S62°53'16"E, A DISTANCE OF 4.46 FEET; THENCE N86°56'55"E, A DISTANCE OF 86.16 FEET; THENCE N03°05'00"W, A DISTANCE OF 16.94 FEET; THENCE S86°55'00"W, A DISTANCE OF 10.00 FEET; THENCE S03°05'00"E, A DISTANCE OF 6.94 FEET; THENCE S86°56'55"W, A DISTANCE OF 73.46 FEET; THENCE N62°53'16"W, A DISTANCE OF 7.61 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF MIAMI GARDENS, MIAMI-DADE COUNTY, FLORIDA. SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS, AND RIGHTS-OF-WAY OF RECORD.

*HML*  
*8/6/14* **REVIEWED**  
**NMBPUD**

**CERTIFICATE:**

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS SURVEYED UNDER MY DIRECTION ON JULY 17, 2014. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH IN CHAPTER 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS, PURSUANT TO FLORIDA STATUTES 472.027.

**SHEET 1 OF 2**



**CAULFIELD & WHEELER, INC.**  
 CIVIL ENGINEERING  
 LANDSCAPE ARCHITECTURE - SURVEYING  
 7900 GLADES ROAD - SUITE 100  
 BOCA RATON, FLORIDA 33434  
 PHONE (561)-392-1991 / FAX (561)-750-1452



DAVID P. LINDLEY  
 REGISTERED LAND  
 SURVEYOR NO. 5005  
 STATE OF FLORIDA  
 LB# 3591

DATE	7/17/14
DRAWN BY	RW
F.B./ PG.	N/A
SCALE	1" = 30'
JOB NO.	6661 WATER2

**SAFEGUARD STORAGE  
 WATER EASEMENT  
 SKETCH OF DESCRIPTION**

**RESOLUTION NO. R2015-31**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AND ACCEPTING AN EASEMENT FROM SAFEGUARD PROPERTIES III, LLC (SAFEGUARD) TO BE LOCATED AT THE NORTHWEST CORNER OF LOT 5 OF THE PARK CENTRE BUSINESS PARK IN MIAMI GARDENS, FLORIDA, FOR THE CONSTRUCTION, OPERATION, AND MAINTENANCE OF WATER FACILITIES.**

**WHEREAS**, the City of North Miami Beach requested that Safeguard grant a water easement over, under, and across certain lands located at the northwest corner of lot 5 of the Park Centre Business Park, as recorded in Plat Book 159, Page 49 of the Public Records of Miami Dade County, Florida; and

**WHEREAS**, the City provides water service to the property, and in order to continue to service the property, the City requires access to that certain portion of the property specifically described on Exhibit “A”, attached hereto and made a part hereof; and

**WHEREAS**, Safeguard has agreed to grant an easement to the City for the sole purpose of construction, operation, and maintenance of water facilities, subject to the terms and conditions in the attached Exhibit “A”; and

**WHEREAS**, the City Council finds it to be in the best interests of the City to approve and accept an easement from Safeguard for the sole purpose of construction, operation, and maintenance of water facilities on that certain portion of the property, as more particularly described on Exhibit “A”.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of North Miami Beach, Florida:

**RESOLUTION NO. R2015-31**

**Section 1.** The aforementioned recitals are true and correct.

**Section 2.** The Mayor and Council of the City of North Miami Beach hereby approve and authorize the City Manager, in a form acceptable to the City Attorney, to do all things necessary to accept the Grant of Easement Agreement from Safeguard Properties III, LLC in substantially the attached form.

**APPROVED AND ADOPTED** by the City of North Miami Beach City Council at the regular meeting assembled this \_\_\_\_\_ **day of April, 2015.**

ATTEST:

\_\_\_\_\_  
PAMELA L. LATIMORE  
CITY CLERK

(CITY SEAL)

\_\_\_\_\_  
GEORGE VALLEJO  
MAYOR

APPROVED AS TO FORM, LANGUAGE  
AND FOR EXECUTION

\_\_\_\_\_  
JOSÉ SMITH  
CITY ATTORNEY

Sponsored by: Mayor and Council



City of North Miami Beach  
17011 NE 19 Avenue  
North Miami Beach, FL 33162  
305-947-7581  
www.citynmb.com

## MEMORANDUM

 **Print**

---

**TO:** Mayor and City Council  
**FROM:** Ana M. Garcia, City Manager  
**VIA:** Jeffrey F. Thompson, P.E., Director of Public Utilities  
Huren (Jeff) An, Ph.D., P.E., Deputy Director of Public Utilities  
**DATE:** Tuesday, April 21, 2015

---

**RE:** Resolution R2015-32 (Jeffrey F. Thompson, Director of Public Utilities)

---

**BACKGROUND ANALYSIS:** Monsignor Edward Pace High School, has agreed to grant an easement to the City of North Miami Beach for the purpose of construction, operation and maintenance of water facilities that are required for water facilities across, under and through the Easement Area. The City of North Miami Beach shall bear all costs and expenses involved in its operation and use of water facilities. This easement is located in the City of Miami Gardens, in the vicinity of NW 32<sup>nd</sup> Avenue and Biscayne Canal.

**RECOMMENDATION:** We are respectfully requesting your approval to authorize the City Manager to execute the Grant of Easement for Water Facilities from Monsignor Edward Pace High School.

**FISCAL/BUDGETARY IMPACT:** None.

---

### **ATTACHMENTS:**

- [Resolution No. R2015-32](#)
- [Exhibit A](#)
- [Monsignor E.Pace HS-Grant of Easement for Water Facilities](#)

**RESOLUTION NO. R2015-32**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AND ACCEPTING AN EASEMENT FROM MONSIGNOR EDWARD PACE HIGH SCHOOL (PACE HIGH SCHOOL) TO BE LOCATED IN THE NE ¼ OF THE SW ¼ OF SECTION 16, TOWNSHIP 52 SOUTH, RANGE 41 EAST IN OPA-LOCKA, FLORIDA, FOR THE CONSTRUCTION, OPERATION, AND MAINTENANCE OF WATER FACILITIES.**

**WHEREAS**, the City of North Miami Beach requested that Pace High School grant a water easement over, under, and across certain lands located in the NE ¼ of the SW ¼ of Section 16, Township 52 South, Range 41 East in Opa-Locka, Florida; and

**WHEREAS**, the City provides water service to the property, and in order to continue to service the property, the City requires access to that certain portion of the property specifically described on Exhibit “A”, attached hereto and made a part hereof; and

**WHEREAS**, Pace High School has agreed to grant an easement to the City for the sole purpose of construction, operation, and maintenance of water facilities, subject to the terms and conditions in the attached Exhibit “A”; and

**WHEREAS**, the City Council finds it to be in the best interests of the City to approve and accept an easement from Pace High School for the sole purpose of construction, operation, and maintenance of water facilities on that certain portion of the property, as more particularly described on Exhibit “A”.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of North Miami Beach, Florida:

**Section 1.** The aforementioned recitals are true and correct.

**RESOLUTION NO. R2015-32**

**Section 2.** The Mayor and Council of the City of North Miami Beach hereby approve and authorize the City Manager, in a form acceptable to the City Attorney, to do all things necessary to accept the Grant of Easement Agreement from Monsignor Edward Pace High School in substantially the attached form.

**APPROVED AND ADOPTED** by the City of North Miami Beach City Council at the regular meeting assembled this \_\_\_\_\_ **day of April, 2015.**

ATTEST:

\_\_\_\_\_  
PAMELA L. LATIMORE  
CITY CLERK

(CITY SEAL)

\_\_\_\_\_  
GEORGE VALLEJO  
MAYOR

APPROVED AS TO FORM, LANGUAGE  
AND FOR EXECUTION

\_\_\_\_\_  
JOSÉ SMITH  
CITY ATTORNEY

Sponsored by: Mayor and Council

## GRANT OF EASEMENT FOR WATER FACILITIES.

THIS GRANT OF EASEMENT FOR \_\_\_\_\_ is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between MONSIGNOR EDWARD PACE HIGH SCHOOL, 15600 NW 32 AVENUE, MIAMI GARDENS, FL 33054, as "Grantor", and the CITY OF NORTH MIAMI BEACH, a municipal corporation duly organized and existing under the laws of the State of Florida, having an address at 17011 N.E. 19<sup>th</sup> Avenue, North Miami Beach, Florida 33162 hereinafter referred to as "Grantee".

### RECITALS

- A. Grantor is the fee simple owner of certain real property described in Exhibit A attached hereto and made a part hereof ("Subject Property").
- B. Grantor has agreed to grant an easement over that certain portion of the Subject Property specifically described on Exhibit "B", attached hereto and made a part hereof (the "Easement Area"), upon the terms and conditions set forth herein.
- C. Grantor has agreed to grant an easement to Grantee for the sole purpose of construction, operation and maintenance of water facilities, including transmission mains, distribution mains, supply pipes, manholes, valves, connections, pumps and all other physical facilities and property installations that are required for water facilities across, under and through the Easement Area, as may be required by Grantee in connection with its use and operation of the water facilities.
- D. Grantee shall bear any and all costs of maintenance, utilities, replacements, repairs, taxes, insurance, and any and all other costs and expenses involved in its operation and use of the water facilities (the "Operating Costs").

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**Recitals.** The above recitals are true and correct and by this reference are incorporated as if fully set forth herein.

**Easement.** Grantor hereby grants to Grantee, for the use and benefit of Grantee, its successors and assigns and its agents and employees, a non-exclusive easement over, across, through and under the Easement Area solely for the use, installation, operation, maintenance, replacement and repair of the water facilities located on the Easement Area. Hereafter, unless specified to the contrary; use of the term "water facilities" shall include transmission mains, distribution mains, supply pipes, manholes, valves, connections, pumps, all other physical facilities and property installations that are required for water facilities.

**Maintenance.** Grantee agrees to install, maintain, repair and replace (as necessary) the water facilities, or necessary portions thereof, so that same is at all times in good working order and condition and free of material defects, subject only to occasional interruption of service due to

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City of North Miami Beach  
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(i) ordinary wear and tear and use thereof; (ii) routine or extraordinary maintenance, repair or replacement; or (iii) events beyond Grantee's reasonable control. Grantee shall have the right to select the contractor(s) of its choice in connection with all aspects of installation, maintenance, repair, and replacement of the water facility. Grantee shall only be obligated to restore pavement, curb-gutter, sidewalk and/or sod, to restore the surface of the Easement Area to the condition in which it existed immediately prior to the performance of such work (the cost of which shall be included in Operating Costs). **Any other landscaping, encroachments, structures or other materials on the surface of the Easement Area will not be restored or maintained by the Grantee.**

The Grantor shall at all times, have full and unrestricted access to the Easement Area in order to maintain, repair and replace necessary portions of the surface of the Easement Area. In the event that the water facilities are damaged by the Grantor during any such maintenance, repair or replacement, the Grantor shall make all necessary repairs to the water facilities at Grantor's sole expense.

**Encroachments.** Grantor agrees to keep Easement area easily accessible, with no structures to be placed within or immediately adjacent to the Easement Area impeding access to the Easement Area. Grantor will immediately remove, at its own expense, any encroachment, or structure located within the Easement Area.

**Third Party Agreements.** Grantor agrees to immediately notify Grantee of any third parties intending to use, install, or otherwise encroach on the Easement Area.

**Noise Controls.** Grantee shall use best efforts and, at a minimum, shall comply with industry standards, with respect to controlling noise emanating from the water facilities.

**Payment Covenants.** Grantee shall be responsible for the Operating Costs of the water facilities. Grantor shall be responsible for any costs associated with damage to the water facilities resulting from Grantor's maintenance, repair or replacement related to the surface portion of the Easement Area.

**Term.** The term of this Easement shall be perpetual unless terminated by the parties in a writing executed by both. This Easement shall not merge with any deed to the Subject Property or any part thereof but shall survive for the Term (Term) described herein

**Successors and Assigns.** This Easement shall bind, and the benefit thereof shall inure to the respective successors and assigns of Grantee.

**Limitation.** It is the intention of the parties hereto that this Easement shall be limited to and utilized solely for the purposes expressed herein.

**Indemnification and Hold Harmless.** The Grantee will assume and defend all liability of Grantor, with respect to the Grantee's activities within the Easement Area, except for liability arising in whole or in part from the negligence or willful acts of the Grantor, its officers, owners, residents, guests, employees, or any other third party permitted by the Grantor to be within the Easement Area. Nothing contained in this paragraph or elsewhere in this Grant of Easement Agreement is intended to be a waiver of limitations on the Grantee's liability to third parties as set forth in Section 768.28, Florida Statutes; however, the limitations under such statutory provision shall not apply to the Grantee's contractual obligations to defend Grantor and to cover, pay and/or reimburse any and all costs, expenses, liabilities, claims, actions, causes of

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action, losses, demands and damages, including, without limitation, reasonable attorneys' fees (including the cost of in-house counsel) and disbursements at the trial level and all levels of appeal, relating to death or of injury to persons, or loss of or damage to property, incurred in connection with, use of the Easement Area by the Grantee, except as excluded herein.

**Default by Grantee.** In the event of a default by Grantee in the maintenance, operation or repair of the water facilities, Grantor shall give written notice to Grantee, specifying the nature of such default. Grantee shall have a period of ten (10) days following receipt of said notice in which to remedy the default (or such longer time as may be necessary and reasonable, provided Grantee shall have commenced a cure within said 10-day period and is diligently and continuously prosecuting same); failing which Grantor shall have the right to access the water facilities, for the limited purpose of effecting the required repair or maintenance. Notwithstanding the foregoing, if the default is of such a nature that an emergency situation arises constituting an unsafe or unsanitary condition, the period for cure of such default shall be accelerated to be a period of time determined by Grantor in its sole discretion, but which is reasonable in light of the nature of the emergency. All costs incident to curing a default by Grantee under this subsection A shall be the sole responsibility and obligation of and, accordingly, shall be borne by, the Grantee.

**Default by Grantor.** In the event of a default by Grantor in the repair of the water facilities resulting from damage caused by Grantor to the water facilities pursuant to Grantors activities provided for herein, Grantee shall give written notice to Grantor, specifying the nature of such default. Grantor shall have a period of ten (10) days following receipt of said notice in which to remedy the default (or such longer time as may be necessary and reasonable, provided Grantor shall have commenced a cure within said 10-day period and is diligently and continuously prosecuting same); failing which Grantee shall have the right to effect the required repair of the water facilities. All costs incident to repair of the water facilities shall be borne by the Grantor.

**Enforcement.** In the event it becomes necessary for any party to defend or institute legal proceedings as a result of the material failure of either party to comply with the terms, covenants and conditions of this Easement, the prevailing party in such litigation shall recover from the other party all costs and expenses incurred or expended in connection therewith, including, without limitation, reasonable attorneys' fees and costs, at all levels.

**Venue; Jurisdiction.** This Easement shall be governed and construed in all respects in accordance with the laws of the State of Florida, without regard to its conflict of laws provisions. Further, all parties hereto agree to avail themselves of and submit to the personal jurisdiction of the Courts of the State of Florida in Miami-Dade County.

**Interpretation.** No provision of this Easement will be interpreted in favor of, or against, any of the parties hereto by reason of the extent to which any such party or its counsel participated in the drafting thereof or by reason of the extent to which any such provision is inconsistent with any prior draft hereof or thereof.

**Counterparts.** This Easement may be executed in any number of counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute a single document.

**Notices.** All notices, demands, requests or other communications required or permitted to be given hereunder shall be deemed delivered and received upon actual receipt or refusal to receive same, and shall be made by United States certified or registered mail, return receipt

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City of North Miami Beach  
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requested or by hand delivery, and shall be addressed to the respective parties at the addresses set forth in the preamble to this Easement.

**Entire Easement.** This Easement constitutes the entire agreement between the parties hereto with respect to the specific subject matter hereof and supersedes all prior negotiations, agreements, understandings and arrangements, both oral and written, between the parties with respect to such specific subject matter. This Easement may not be modified in any way, except by a written instrument executed by each of the parties.

**Severability.** If any clause or provision of this Easement is deemed illegal, invalid or unenforceable under present or future laws effective during the term hereof, then the validity of the remainder of this Easement shall not be affected thereby and shall be legal, valid and enforceable.

[ENDORSEMENTS TO FOLLOW]

PROJECT #W-0772  
DATE: March 10, 2015

Prepared: Jose Smith, City Attorney  
City of North Miami Beach  
17050 NE 19 Avenue  
North Miami Beach, FL 33162 (305) 948-2967

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

GRANTOR:

MONSIGNOR EDWARD PACE HIGH SCHOOL

BY: Ana Garcia  
NAME: ANA GARCIA  
TITLE: PRINCIPAL

Signed, sealed and delivered in the presence of:

WITNESS #1: Maria Rodriguez  
PRINTED NAME: MARIA RODRIGUEZ

WITNESS #2: [Signature]  
PRINTED NAME: MARIA GARCIA SANCHEZ

STATE OF FLORIDA COUNTY OF Miami-Dade

Before me personally appeared Ana Garcia and \_\_\_\_\_, to me well known, and known to me to be the individuals described in and who executed the foregoing instrument of the above named Ana Garcia, a Corporation, or having produced current drivers license as identification, and severally acknowledge to and before me that they executed such instrument of said Corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said Corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said Corporation and did/did not take an oath.

WITNESS my hand and official seal, this 19 day of March, A.D. 2015.

[Signature]  
(Signature of Notary)

Maria Walker  
(Name of Notary Typed, Printed or Stamped)

Comptroller  
(Title or Rank)



PROJECT # W-0772  
DATE: March 10, 2015

Prepared: Jose Smith, City Attorney  
City of North Miami Beach  
17050 NE 19 Avenue  
North Miami Beach, FL 33162 (305) 948-2967

GRANTEE:

\_\_\_\_\_  
CITY OF NORTH MIAMI BEACH

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

Signed, sealed and delivered in the presence of:

WITNESS #1: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

WITNESS #2: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

STATE OF FLORIDA COUNTY OF \_\_\_\_\_

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WITNESS my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_\_.

\_\_\_\_\_  
(Signature of Notary)

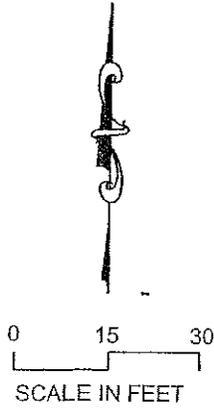
\_\_\_\_\_  
(Name of Notary Typed, Printed or Stamped)

\_\_\_\_\_  
(Title or Rank)

PROJECT #: W-0772  
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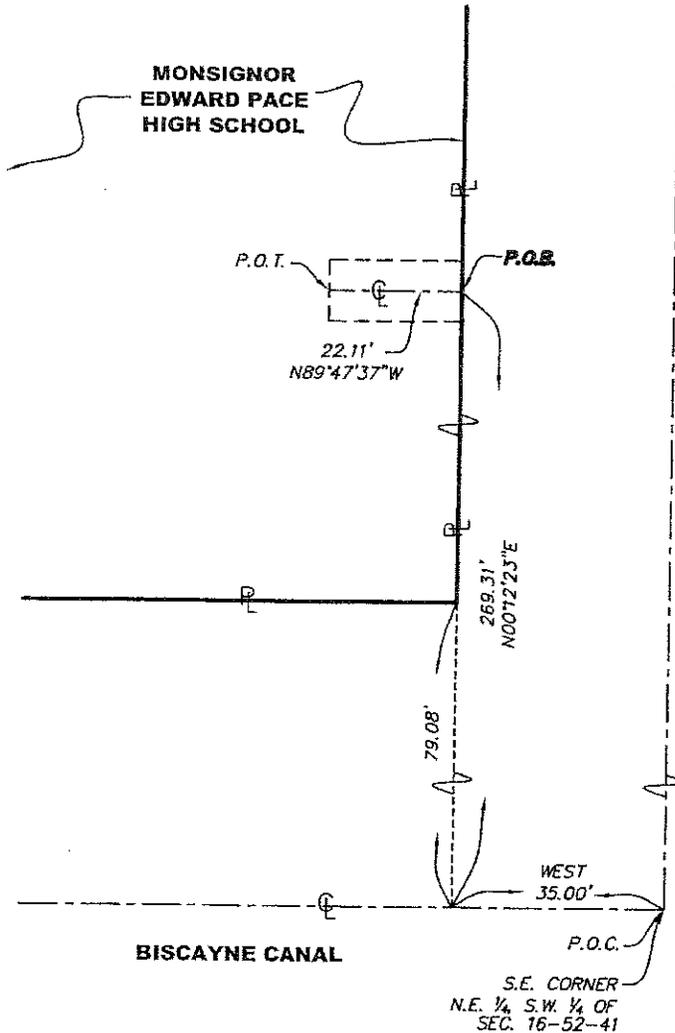
SKETCH OF LEGAL DESCRIPTION  
10' WIDE CITY OF NORTH MIAMI BEACH WATER MAIN EASEMENT

For: Monsignor Edward Pace High School  
 Address: 15600 N.W. 32nd Avenue, Opa-Locka, FL 33054



Legal description of a 10 foot Water Main Easement located in the N.E. ¼ of the S.W. ¼ of Section 16, Township 52 South, Range 41 East, being more particularly described as follows:

Commence at the S.E. corner of said N.E. ¼, S.W. ¼; thence West on an assumed bearing on and along the South line of said N.E. ¼, S.W. ¼ a distance of 35.00 feet to the West Right of Way line of N.W. 32nd Avenue as it now exists; thence N00°12'23"E on and along said Right of Way a distance of 269.31 feet to the Point of Beginning and the centerline of said 10 foot Easement; thence N89°47'37"W a distance of 22.11 feet to the Point of Termination of said 10 foot Easement, containing 221 sq.ft. more or less.



N.W. 32<sup>nd</sup> AVENUE

REVIEW  
 NMBP/ET  
 OK Kam 11/21/14

LEGEND:

- P.O.C. = Point of Commencement
- P.O.B. = Point of Beginning
- SEC. = Section
- R = Property Line
- C = Center Line

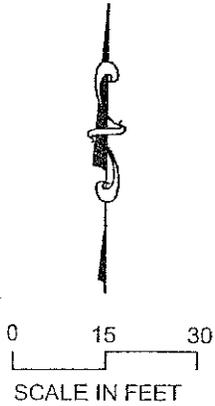
*Rene Aiguesvives*  
 RENE AIGUESVIVES 07/18/13  
 PROFESSIONAL SURVEYOR AND  
 MAPPER No. 4327. State of Florida.

Not valid unless it bears the signature and the original raised seal of Florida licensed Surveyor and Mapper.

Alvarez, Aiguesvives and Associates, Inc.  
 L.B. No. 6867  
 Surveyors, Mappers and Land Planners  
 5701 S.W. 107th Avenue # 204, Miami, FL 33173  
 Phone 305-220-2424 Fax 305-552-8181

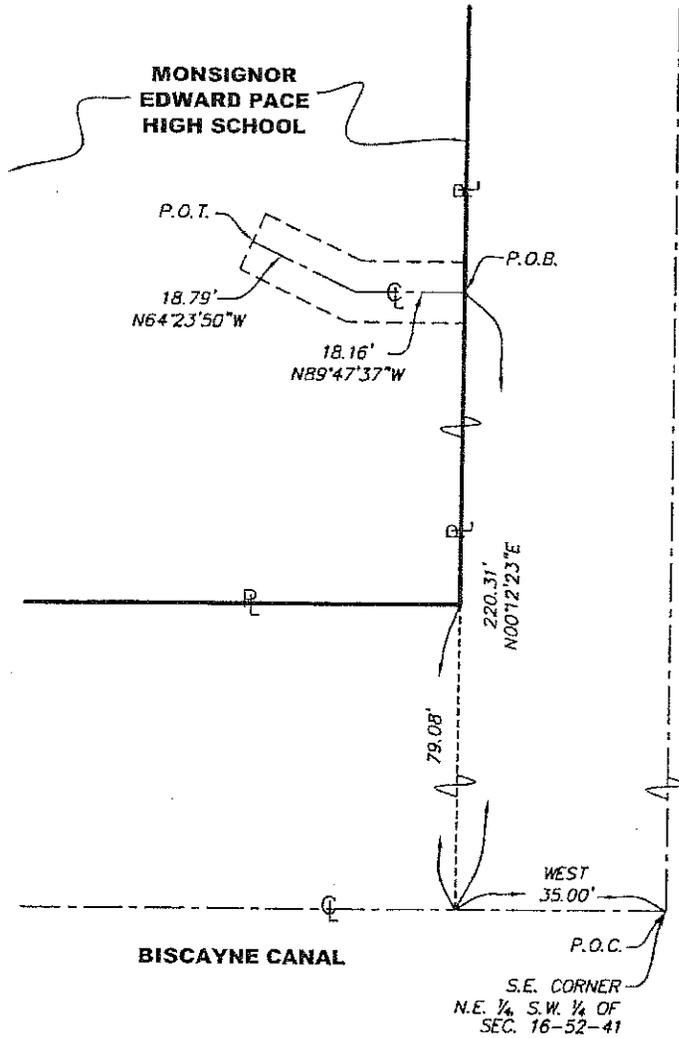
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**REVIEWED**  
**NMBPUC**  
 OK *Kate H. 11/21/14*

LEGEND:

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- P.O.B. = Point of Beginning
- SEC. = Section
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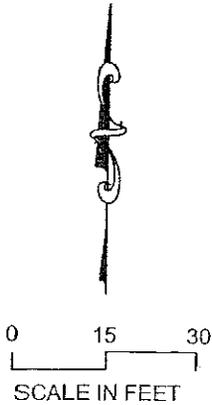
*René Aiguesvives*  
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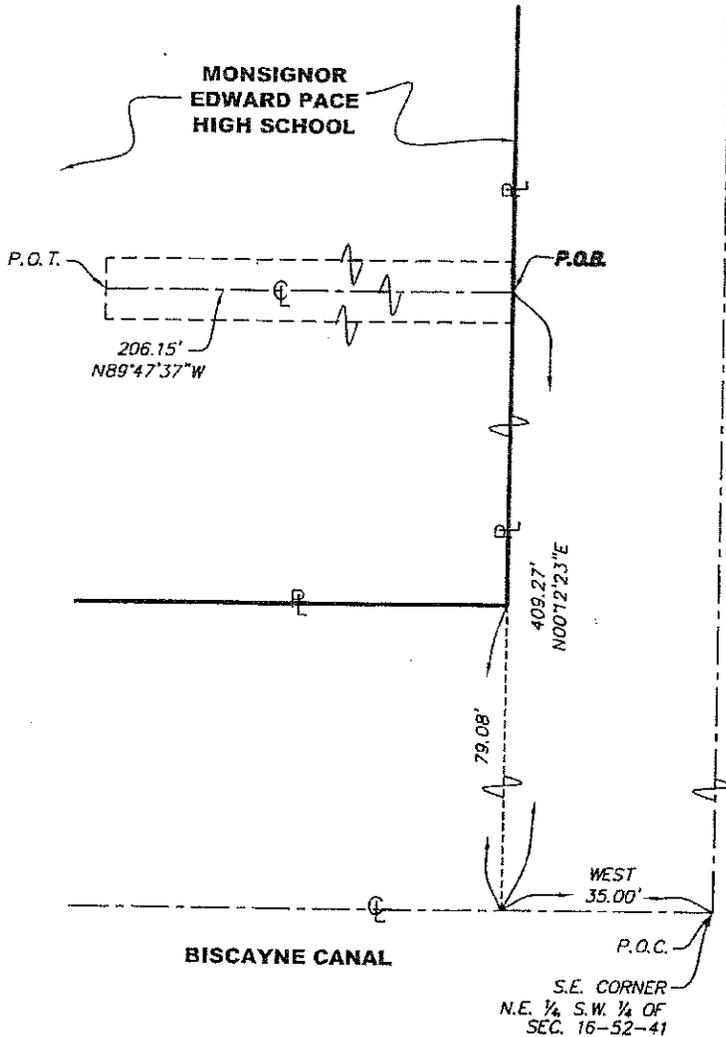
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REVIEWED  
 NMBPUP  
*ck*

- LEGEND:**  
 P.O.C. = Point of Commencement  
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*[Signature]*  
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 Phone 305-220-2424 Fax 305-552-8181

## GRANT OF EASEMENT FOR WATER FACILITIES.

THIS GRANT OF EASEMENT FOR \_\_\_\_\_ is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between MONSIGNOR EDWARD PACE HIGH SCHOOL, 15600 NW 32 AVENUE, MIAMI GARDENS, FL 33054, as "Grantor", and the CITY OF NORTH MIAMI BEACH, a municipal corporation duly organized and existing under the laws of the State of Florida, having an address at 17011 N.E. 19<sup>th</sup> Avenue, North Miami Beach, Florida 33162 hereinafter referred to as "Grantee".

### RECITALS

- A. Grantor is the fee simple owner of certain real property described in Exhibit A attached hereto and made a part hereof ("Subject Property").
- B. Grantor has agreed to grant an easement over that certain portion of the Subject Property specifically described on Exhibit "B", attached hereto and made a part hereof (the "Easement Area"), upon the terms and conditions set forth herein.
- C. Grantor has agreed to grant an easement to Grantee for the sole purpose of construction, operation and maintenance of water facilities, including transmission mains, distribution mains, supply pipes, manholes, valves, connections, pumps and all other physical facilities and property installations that are required for water facilities across, under and through the Easement Area, as may be required by Grantee in connection with its use and operation of the water facilities.
- D. Grantee shall bear any and all costs of maintenance, utilities, replacements, repairs, taxes, insurance, and any and all other costs and expenses involved in its operation and use of the water facilities (the "Operating Costs").

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**Recitals.** The above recitals are true and correct and by this reference are incorporated as if fully set forth herein.

**Easement.** Grantor hereby grants to Grantee, for the use and benefit of Grantee, its successors and assigns and its agents and employees, a non-exclusive easement over, across, through and under the Easement Area solely for the use, installation, operation, maintenance, replacement and repair of the water facilities located on the Easement Area. Hereafter, unless specified to the contrary; use of the term "water facilities" shall include transmission mains, distribution mains, supply pipes, manholes, valves, connections, pumps, all other physical facilities and property installations that are required for water facilities.

**Maintenance.** Grantee agrees to install, maintain, repair and replace (as necessary) the water facilities, or necessary portions thereof, so that same is at all times in good working order and condition and free of material defects, subject only to occasional interruption of service due to

Prepared: Jose Smith, City Attorney  
City of North Miami Beach  
17050 NE 19 Avenue  
North Miami Beach, FL 33162 (305) 948-2967

(i) ordinary wear and tear and use thereof; (ii) routine or extraordinary maintenance, repair or replacement; or (iii) events beyond Grantee's reasonable control. Grantee shall have the right to select the contractor(s) of its choice in connection with all aspects of installation, maintenance, repair, and replacement of the water facility. Grantee shall only be obligated to restore pavement, curb-gutter, sidewalk and/or sod, to restore the surface of the Easement Area to the condition in which it existed immediately prior to the performance of such work (the cost of which shall be included in Operating Costs). **Any other landscaping, encroachments, structures or other materials on the surface of the Easement Area will not be restored or maintained by the Grantee.**

The Grantor shall at all times, have full and unrestricted access to the Easement Area in order to maintain, repair and replace necessary portions of the surface of the Easement Area. In the event that the water facilities are damaged by the Grantor during any such maintenance, repair or replacement, the Grantor shall make all necessary repairs to the water facilities at Grantor's sole expense.

**Encroachments.** Grantor agrees to keep Easement area easily accessible, with no structures to be placed within or immediately adjacent to the Easement Area impeding access to the Easement Area. Grantor will immediately remove, at its own expense, any encroachment, or structure located within the Easement Area.

**Third Party Agreements.** Grantor agrees to immediately notify Grantee of any third parties intending to use, install, or otherwise encroach on the Easement Area.

**Noise Controls.** Grantee shall use best efforts and, at a minimum, shall comply with industry standards, with respect to controlling noise emanating from the water facilities.

**Payment Covenants.** Grantee shall be responsible for the Operating Costs of the water facilities. Grantor shall be responsible for any costs associated with damage to the water facilities resulting from Grantor's maintenance, repair or replacement related to the surface portion of the Easement Area.

**Term.** The term of this Easement shall be perpetual unless terminated by the parties in a writing executed by both. This Easement shall not merge with any deed to the Subject Property or any part thereof but shall survive for the Term (Term) described herein

**Successors and Assigns.** This Easement shall bind, and the benefit thereof shall inure to the respective successors and assigns of Grantee.

**Limitation.** It is the intention of the parties hereto that this Easement shall be limited to and utilized solely for the purposes expressed herein.

**Indemnification and Hold Harmless.** The Grantee will assume and defend all liability of Grantor, with respect to the Grantee's activities within the Easement Area, except for liability arising in whole or in part from the negligence or willful acts of the Grantor, its officers, owners, residents, guests, employees, or any other third party permitted by the Grantor to be within the Easement Area. Nothing contained in this paragraph or elsewhere in this Grant of Easement Agreement is intended to be a waiver of limitations on the Grantee's liability to third parties as set forth in Section 768.28, Florida Statutes; however, the limitations under such statutory provision shall not apply to the Grantee's contractual obligations to defend Grantor and to cover, pay and/or reimburse any and all costs, expenses, liabilities, claims, actions, causes of

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**[ENDORSEMENTS TO FOLLOW]**



Prepared: Jose Smith, City Attorney  
City of North Miami Beach  
17050 NE 19 Avenue  
North Miami Beach, FL 33162 (305) 948-2967

GRANTEE:

\_\_\_\_\_  
CITY OF NORTH MIAMI BEACH

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

Signed, sealed and delivered in the presence of:

WITNESS #1: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

WITNESS #2: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

**STATE OF FLORIDA COUNTY OF** \_\_\_\_\_

Before me personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me well known, and known to me to be the individuals described in and who executed the foregoing instrument of the above named \_\_\_\_\_, a Corporation, or having produced current drivers license as identification, and severally acknowledge to and before me that they executed such instrument of said Corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said Corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said Corporation and did/did not take an oath.

WITNESS my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_\_.

\_\_\_\_\_  
(Signature of Notary)

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(Name of Notary Typed, Printed or Stamped)

\_\_\_\_\_  
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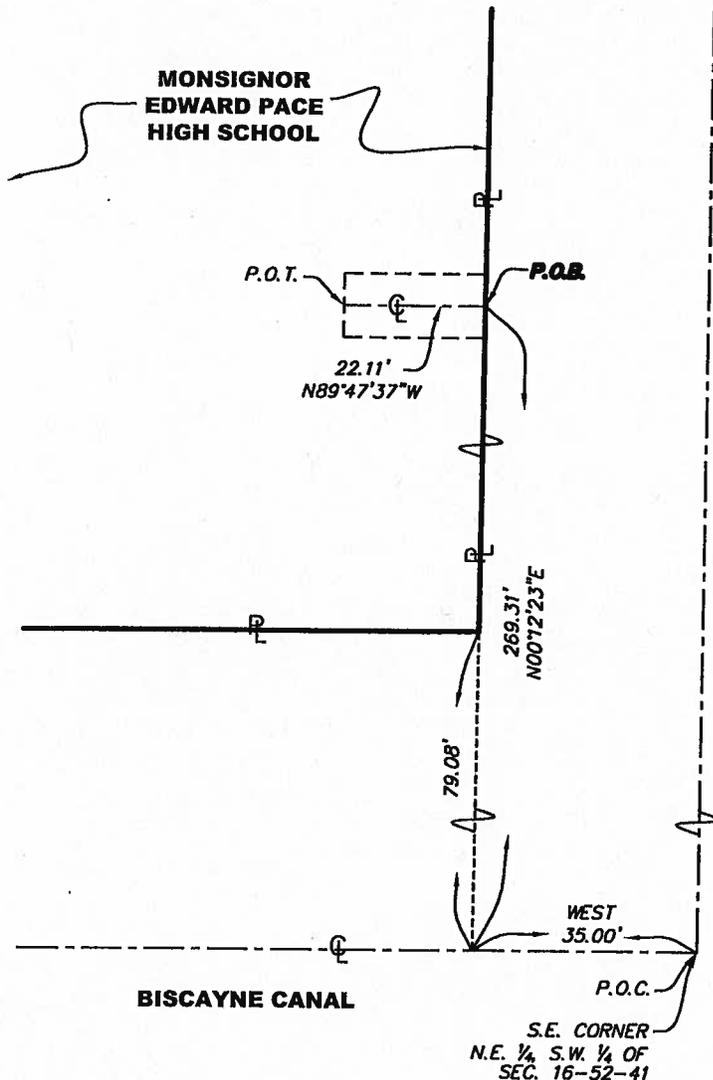
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For: Monsignor Edward Pace High School  
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REVIEWED  
 NMBPUC  
 OK 1/12/14

**LEGEND:**

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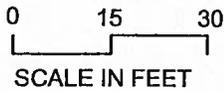
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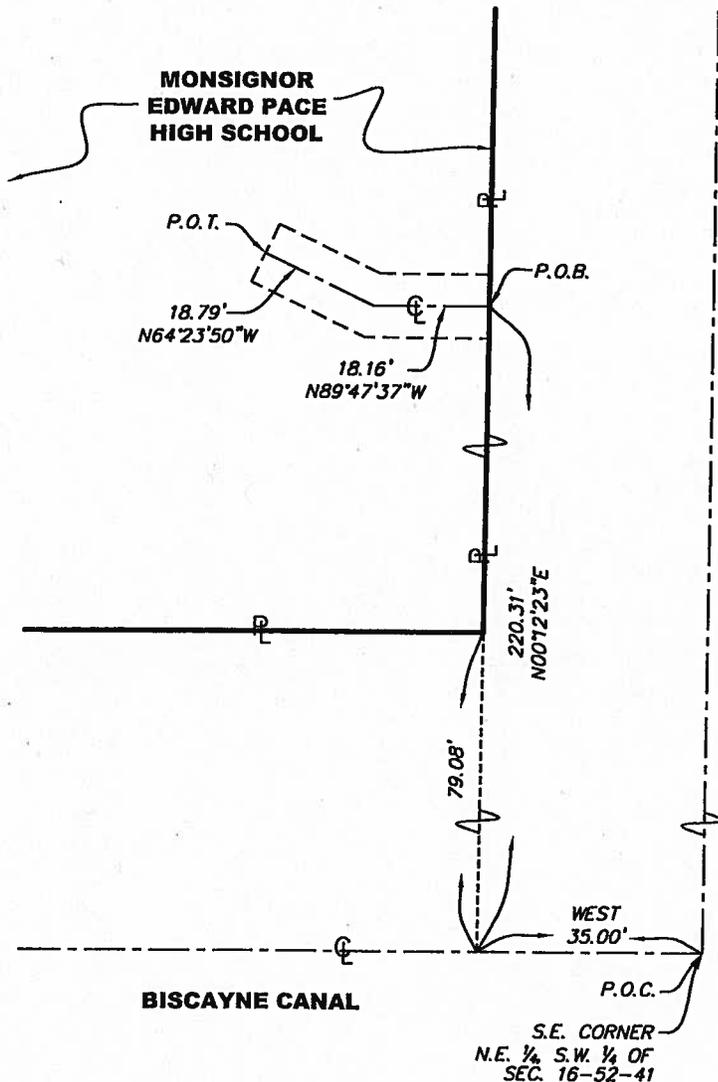
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N.W. 32<sup>nd</sup> AVENUE

**REVIEWED**  
**NMBPUC**  
 OK *[Signature]* 1/22/14

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*[Signature]*  
 RENE AIGUESVIVES 07/18/13  
 PROFESSIONAL SURVEYOR AND  
 MAPPER No. 4327. State of Florida.

Not valid unless it bears the signature and the original raised seal of Florida licensed Surveyor and Mapper.

Alvarez, Aiguesvives and Associates, Inc.  
 L.B. No. 6867  
 Surveyors, Mappers and Land Planners  
 5701 S.W. 107th Avenue # 204, Miami, FL 33173  
 Phone 305-220-2424 Fax 305-552-8181

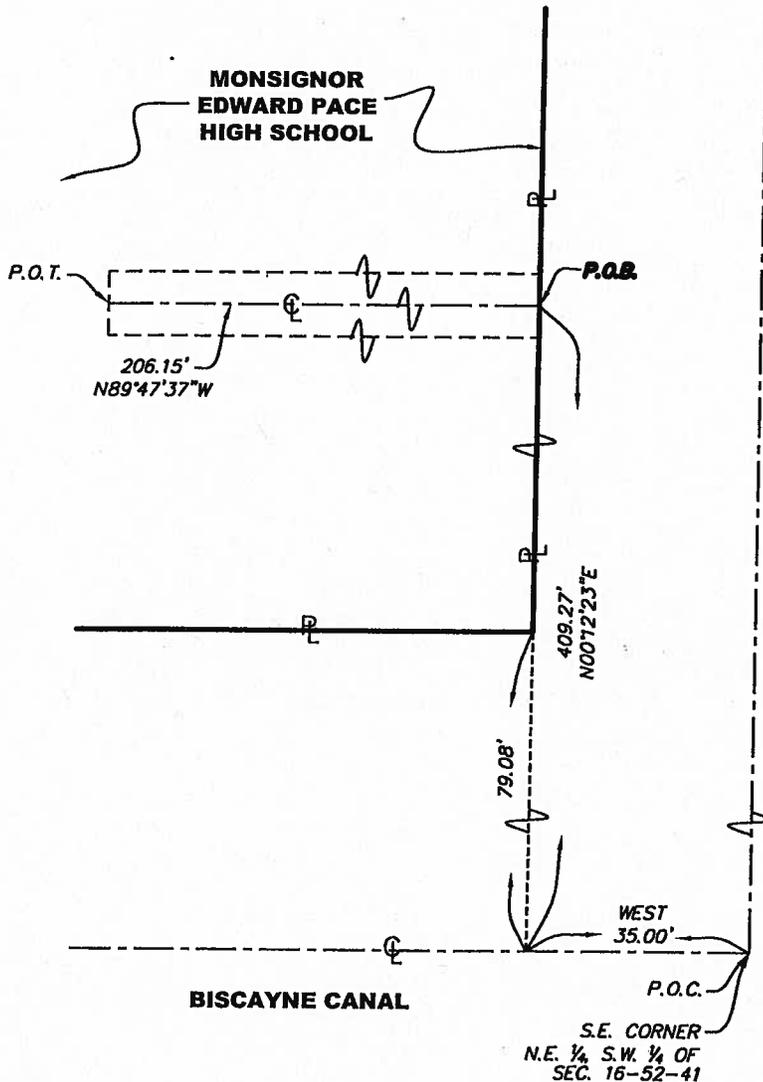
SKETCH OF LEGAL DESCRIPTION  
10' WIDE CITY OF NORTH MIAMI BEACH WATER MAIN EASEMENT

For: Monsignor Edward Pace High School  
 Address: 15600 N.W. 32nd Avenue, Opa-Locka, FL 33054



Legal description of a 10 foot Water Main Easement located in the N.E. 1/4 of the S.W. 1/4 of Section 16, Township 52 South, Range 41 East, being more particularly described as follows:

Commence at the S.E. corner of said N.E. 1/4, S.W. 1/4; thence West on an assumed bearing on and along the South line of said N.E. 1/4, S.W. 1/4 a distance of 35.00 feet to the West Right of Way line of N.W. 32nd Avenue as it now exists; thence N00°12'23"E on and along said Right of Way a distance of 409.27 feet to the Point of Beginning and the centerline of said 10 foot Easement; thence N89°47'37"W a distance of 206.15 feet to the Point of Termination of said 10 foot Easement, containing 2,061.5 sq.ft. more or less.



**REVIEWED**  
**NMBPUP**  
*dk Hwa 4/22/14*

**LEGEND:**  
 P.O.C. = Point of Commencement  
 P.O.B. = Point of Beginning  
 SEC. = Section  
 RL = Property Line  
 CL = Center Line

*René Aiguesvives*  
 RENE AIGUESVIVES 07/18/13  
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City of North Miami Beach  
17011 NE 19 Avenue  
North Miami Beach, FL 33162  
305-947-7581  
www.citynmb.com

## MEMORANDUM

 [Print](#)

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**TO:** Mayor and City Council  
**FROM:** Ana M. Garcia, City Manager  
**VIA:** Barbara Trinka, Director of Finance  
Brian K. O'Connor, Chief Procurement Officer  
**DATE:** Tuesday, April 21, 2015

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**RE:** Resolution No. R2015-34 (Barbara Trinka, Director of Finance,  
Brian K. O'Connor, Chief Procurement Officer)

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**BACKGROUND  
ANALYSIS:**

In June 2005, the City of North Miami Beach refinanced a prior loan from the Florida Municipal Loan Council Revenue Refunding Bonds, Series 2000A, which was originally used to refund certain water system debt and to fund \$300,000 in municipal improvements, including a bike trail. The current loan has a balance of \$2,850,000 with an average interest rate coupon of 4.22%. Given the competitive interest rates in the current market, this loan has been analyzed for opportunities to save money.

In March 2015, the City of North Miami Beach issued Request for Proposals (RFP) No. 2015-03 for the purpose of selecting a qualified financial institution to submit proposals to provide a "Bank Qualified" fixed rate bank loan not to exceed \$3,000,000.00 at the lowest overall borrowing cost as described in the RFP. Subsequently, in April 2015, the City Council approved Resolution No. R2015-26 authorizing the City Manager to initiate the agreement process with the first ranked firm, Branch Banking and Trust Company ("BB&T").

**RECOMMENDATION:**

It is the staff's recommendation that the Mayor and City Council authorize the City Manager to execute the agreement with Branch Banking and Trust Company ("BB&T") pursuant to RFP No. 2015-03. The scheduled closing date for this loan is April 22, 2015.

**Vendor:**

Branch Banking and Trust Company (“BB&T”)  
P.O. Box 714  
Columbia, SC 29202

**FISCAL/BUDGETARY  
IMPACT:**

The refunding will result in average annual debt service savings of \$38,077 and total debt service savings of \$191,387.74. The net present value of the savings is \$180,075.54, or 6.318% of the refunded debt.

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**ATTACHMENTS:**

- ❑ [Resolution No. R2015-34](#)
- ❑ [RFP 2015-03 Exhibits A-D](#)
- ❑ [Revenue Refunding Note](#)
- ❑ [Escrow Deposit Agreement](#)

**RESOLUTION NO. R2015-34**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA AUTHORIZING THE ISSUANCE OF A REFUNDING REVENUE NOTE, SERIES 2015 IN THE PRINCIPAL AMOUNT NOT TO EXCEED \$3,000,000, TO REFUND A PORTION OF AN OUTSTANDING LOAN, AS MORE FULLY DESCRIBED HEREIN; PROVIDING THAT THE SERIES 2015 NOTE SHALL BE A LIMITED OBLIGATION OF THE ISSUER PAYABLE FROM THE PLEDGED REVENUES, AS DEFINED HEREIN; PROVIDING FOR THE RIGHTS, SECURITIES AND REMEDIES FOR THE OWNER OF THE SERIES 2015 NOTE; FINDING THE NECESSITY OF A PRIVATE NEGOTIATED SALE AS A RESULT OF A COMPETITIVE REQUEST FOR PROPOSAL PROCESS; PROVIDING FOR THE PRIVATE NEGOTIATED SALE OF THE SERIES 2015 NOTE TO BRANCH BANKING AND TRUST COMPANY PURSUANT TO THE TERMS AND CONDITIONS DESCRIBED HEREIN; MAKING SUCH DETERMINATIONS AS ARE REQUIRED TO AFFORD THE SERIES 2015 NOTE "BANK QUALIFIED" STATUS; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, as follows:**

**Section 1:** *Authority for this Resolution.* This Resolution is adopted pursuant to the provisions of the Constitution of the State of Florida, Chapter 166, Part II, Florida Statutes, the Charter of the Issuer, and other applicable provisions of law.

**Section 2:** *Definitions.* The following words and phrases shall have the following meanings when used herein:

*"Act"* means the Constitution of the State of Florida; Chapter 166, Part II, Florida Statutes, the Charter of the Issuer, and other applicable provisions of law.

*"Authorized Denominations"* means the stated amount of the Series 2015 Note, as reduced by payment of principal thereof.

*"Business Day"* means any day except any Saturday or Sunday or day on which the Principal Office of the Owner is closed.

*"City Attorney"* means the City Attorney of the Issuer, or any deputy, assistant, acting or interim City Attorney, or such other person as may be duly authorized by the Issuer to act on his or her behalf.

*"City Clerk"* means the City Clerk of the Issuer, or any deputy, assistant, acting or interim City Clerk, or such other person as may be duly authorized by the Issuer to act on his or her behalf.

*"City Council"* means the City Council, as the governing body of the Issuer.

*"City Manager"* means the City Manager of the Issuer, or any deputy, assistant, acting or interim City Manager, or such other person as may be duly authorized by the Issuer to act on his or her behalf.

*"Code"* means the Internal Revenue Code of 1986, as amended, and any Treasury Regulations, whether temporary, proposed or final, promulgated thereunder or applicable thereto.

*"Finance Director"* means the Finance Director of the Issuer or any deputy, assistant, acting or interim Finance Director, or such other person as may be duly authorized by the Issuer to act on his or her behalf.

*"Financial Advisor"* means First Southwest Company and its successors or assigns or such other Person appointed by the Issuer.

*"Fiscal Year"* means the period commencing on October 1 of each year and ending on the succeeding September 30.

*"Issuer"* means the City of North Miami Beach, Florida, a municipal corporation duly organized and validly existing under the laws of the State of Florida.

*"Lender"* means Branch Banking and Trust Company.

*"Mayor"* means the Mayor of the Issuer or in his or her absence or inability to act, the Vice Mayor of the Issuer or such other person as may be duly authorized by the Issuer to act on his or her behalf.

*"Non-Ad Valorem Revenues"* means all revenues and taxes of the Issuer derived from any source whatsoever other than ad valorem taxation on real and personal property, which are legally available for repayment of principal and interest due on the Series 2015 Note.

*"Owner"* or *"Owners"* means the Person or Persons in whose name or names the Series 2015 Note shall be registered on the books of the Issuer kept for that purpose in accordance with provisions of this Resolution.

*"Person"* means natural persons, firms, trusts, estates, associations, corporations, partnerships and public bodies and other legal entities.

*"Pledged Revenues"* means those Non-Ad Valorem Revenues budgeted, appropriated and deposited by the Issuer in each Fiscal Year in accordance with the provisions hereof, and all revenues, together with interest earnings thereon, held in the funds and accounts created pursuant hereto.

*"Principal Office"* means, with respect to the Lender, the office located at 5130 Parkway

Plaza Boulevard, Building No. 9, Charlotte, North Carolina 28217, or such other office as the Lender may designate to the Issuer in writing.

*"Refunded Loan"* means the loan from the Florida Municipal Loan Council to the Issuer funded from the proceeds of the Florida Municipal Loan Council Revenue Bonds, Series 2005C, secured by the Loan Agreement dated as of June 1, 2005, between the Florida Municipal Council and the Issuer, maturing in the years 2006 through and including April 1, 2020.

*"Registrar"* means, with respect to the Series 2015 Note, the City Clerk, or any registrar for the Series 2015 Note appointed by or pursuant to a supplemental resolution and its successors and assigns, and any other Person which may at any time be substituted in its place pursuant to a supplemental resolution.

*"Series 2015 Note"* means the City of North Miami Beach, Florida Refunding Revenue Note, Series 2015, a bank loan authorized pursuant to this Resolution.

*"State"* means the State of Florida.

**Section 3: Findings.**

(A) For the benefit of the inhabitants of the Issuer, the City Council finds, determines and declares that it is necessary for the continued preservation of the health, welfare, convenience and safety of the Issuer and its inhabitants to refinance the Refunded Loan, the proceeds of which were used to finance the construction of certain transportation improvements, in order to achieve debt service savings. Issuance of the Series 2015 Note to finance the cost of refinancing the Refunded Loan satisfies a paramount public purpose.

(B) The debt service on the Series 2015 Note will be secured by a pledge of and lien upon the Pledged Revenues. The Pledged Revenues are anticipated to be sufficient to pay all principal of and interest and prepayment premium, if any, on the Series 2015 Note, as the same becomes due, and to make all deposits or payments required by this Resolution.

(C) Neither the Issuer nor the State or any political subdivision thereof or governmental authority or body therein, shall ever be required to levy ad valorem taxes to pay debt service on the Series 2015 Note, and the Series 2015 Note shall not constitute a lien upon any properties owned by or situated within the Issuer, except as provided herein with respect to the Pledged Revenues, in the manner and to the extent provided by this Resolution.

(D) On March 4, 2015, utilizing a competitive process, the Issuer issued RFP No. 2015-03 for the "Refunding Revenue and Capital Bond, Series 2005C for the City of North Miami Beach" (the "RFP") with a due date of March 24, 2015. After reviewing responses to the RFP, and upon consideration of the recommendation of the selection committee, the Issuer has determined that the response received from the Lender, a copy of which is attached hereto as Exhibit D (the "Response"), best suits the present borrowing needs of the Issuer.

(E) Because of the characteristics of the Series 2015 Note, prevailing market conditions, and additional savings to be realized from an expeditious sale of the Series 2015 Note, it is in the best interest of the Issuer to accept the Response of the Lender to purchase the Series 2015 Note based upon a review of the responses to the RFP. Prior to the issuance of the

Series 2015 Note, the Issuer shall receive from the Lender a Purchaser's Certificate, substantially in the form attached hereto as Exhibit B and a Disclosure Letter containing the information required by Section 218.385, Florida Statutes, substantially in the form attached hereto as Exhibit C.

**Section 4: Authorization.** The issuance of an obligation of the Issuer to be known as the "City of North Miami Beach, Florida Refunding Revenue Note, Series 2015" is hereby approved and authorized, in the principal amount of not to exceed \$3,000,000 for the purpose of providing funds to refinance the Refunded Loan and to pay the costs of issuing the Series 2015 Note. Further, the refinancing of the Refunded Loan is hereby approved. The Refunded Loan is hereby called for prepayment on April 22, 2015, or such other date selected by the Finance Director and acceptable to the Lender, subject only to the issuance of the Series 2015 Note in an amount sufficient to accomplish the refinancing of the Refunded Loan and the purchase of the Series 2015 Note by the Lender.

**Section 5: Description of Series 2015 Note.** The Series 2015 Note shall be dated the date of its execution and delivery, which shall be a date agreed to by the Issuer and the Lender, subject to the following terms:

(A) **Interest Rate.** The Series 2015 Note shall have a fixed interest rate equal to 1.48% per annum (subject to adjustment upon the occurrence of certain events as provided herein and in the Series 2015 Note). Interest shall be calculated on the basis of twelve 30-day months and a 360-day year.

(B) **Principal and Interest Payment Dates.** Interest on the Series 2015 Note shall be paid semi-annually on each April 1 and October 1, commencing October 1, 2015. Principal on the Series 2015 Note shall be paid annually commencing April 1, 2016, in the amounts set forth in the Series 2015 Note with a final maturity date of April 1, 2020.

(C) **Prepayment of the Series 2015 Note.** The Series 2015 Note shall be subject to prepayment on any scheduled payment date at the option of the Issuer in whole, but not in part, upon five (5) days prior written notice to the Owner at a price equal to 100% of the principal amount thereof to be prepaid, plus accrued interest to the date fixed for prepayment. Notwithstanding anything herein or in the Series 2015 Note to the contrary, the Owner shall not be required to surrender or cancel the Series 2015 Note until it has received all amounts owing thereunder.

(D) **Form of the Series 2015 Note.** The Series 2015 Note is to be in substantially the form set forth in Exhibit A attached hereto, together with such non-material changes as shall be approved by the City Manager, such approval to be conclusively evidenced by the execution thereof by the City Manager.

(E) **Original Denomination.** The Series 2015 Note shall originally be issued in a single Series 2015 Note in an aggregate principal amount equal to or less than \$3,000,000 as agreed to by the Issuer and the Lender. The Series 2015 Note shall only be transferred in whole.

(F) **Reserve Requirement.** There shall be no reserve fund required to be established for the Series 2015 Note.

**Section 6:** *Execution and Authentication of the Series 2015 Note.*

(A) The Series 2015 Note shall be executed with the manual or facsimile signature of the City Manager and the official seal of the Issuer and shall be attested with the manual or facsimile signature of the City Clerk and approved as to legal sufficiency by the City Attorney. In case any one or more of the officers who shall have signed or sealed the Series 2015 Note or whose facsimile signature shall appear thereon shall cease to be such officer of the Issuer before the Series 2015 Note so signed and sealed has been actually sold and delivered, such Series 2015 Note may nevertheless be sold and delivered as herein provided and may be issued as if the person who signed or sealed such Series 2015 Note had not ceased to hold such office. The Series 2015 Note may be signed and sealed by such person who at the actual time of the execution of the Series 2015 Note shall hold the proper office of the Issuer, although, at the date of the Series 2015 Note, such person may not have held such office or may not have been so authorized. The Issuer may adopt and use for such purposes the facsimile signatures of any such persons who shall have held such offices at any time after the date of the adoption of this Resolution, notwithstanding that either or both shall have ceased to hold such office at the time the Series 2015 Note shall be actually sold and delivered.

(B) The Series 2015 Note secured hereunder or entitled to the benefit hereof shall not be valid or obligatory for any purpose unless there shall be manually endorsed on such Series 2015 Note a certificate of authentication by the Registrar or such other entity as may be approved by the Issuer for such purpose. Such certificate on any Series 2015 Note shall be conclusive evidence that such Series 2015 Note has been duly authenticated and delivered under this Resolution.

**Section 7:** *Registration and Exchange of Series 2015 Note; Persons Treated as Owners.*

The Series 2015 Note will initially be registered to the Lender. So long as the Series 2015 Note shall remain unpaid, the Registrar will keep books for the registration and transfer of the Series 2015 Note. The Series 2015 Note shall be transferable only upon such registration books and in Authorized Denominations.

The Person in whose name the Series 2015 Note shall be registered shall be deemed and regarded as the absolute Owner thereof for all purposes, and payment of principal and interest on such Series 2015 Note shall be made only to or upon the written order of the Owner. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Series 2015 Note to the extent of the sum or sums so paid.

**Section 8:** *Series 2015 Note Mutilated, Destroyed, Stolen or Lost.* In case the Series 2015 Note shall become mutilated, or be destroyed, stolen or lost, the Issuer shall issue and deliver a new Series 2015 Note of like tenor as the Series 2015 Note so mutilated, destroyed, stolen or lost, in exchange and in substitution for such mutilated Series 2015 Note, or in lieu of and in substitution for the Series 2015 Note destroyed, stolen or lost and upon the Owner furnishing the Issuer reasonable proof of ownership thereof and indemnity reasonably satisfactory to the Issuer and complying with such other reasonable regulations and conditions as the Issuer may prescribe and paying such expenses as the Issuer may incur. The Series 2015 Note so surrendered shall be canceled.

**Section 9:** *Payment of Series 2015 Note; Limited Obligation.* The Issuer promises that it will promptly pay the Series 2015 Note at the place, on the dates and in the manner provided

therein according to the true intent and meaning hereof and thereof. The Series 2015 Note shall not be or constitute general obligations or indebtedness of the Issuer as a "bond" within the meaning of Article VII, Section 12 of the Florida Constitution, but shall be payable from the Pledged Revenues, in the manner and to the extent provided herein. No holder of any Series 2015 Note issued hereunder shall ever have the right to compel the exercise of any ad valorem taxing power to pay the Series 2015 Note, or be entitled to payment of the Series 2015 Note from any funds of the Issuer except from the Pledged Revenues, in the manner and to the extent provided herein. Nothing in this section shall be construed as to limit the Issuer's ability to use any Pledged Revenues to make any payments coming due.

**Section 10:** *Security for the Series 2015 Note.* The Series 2015 Note is an obligation of the Issuer secured solely by the Pledged Revenues, and is payable from the Pledged Revenues, in the manner and to the extent described herein. The Series 2015 Note will not constitute a general debt, liability or obligation of the Issuer or the State of Florida or any political subdivision thereof within the meaning of any constitutional or statutory provision. Neither the faith and credit nor the taxing power of the Issuer or of the State of Florida or any political subdivision thereof is pledged to the payment of the principal of or interest on the Series 2015 Note and neither the Owner nor any other party shall ever have the right to compel any exercise of any ad valorem taxing power of the Issuer or of the State of Florida or any political subdivision thereof, directly or indirectly to enforce such payment. The Series 2015 Note shall not constitute a lien upon any property of the Issuer except upon the Pledged Revenues in the manner and to the extent described herein.

Subject to the provisions of the paragraph below, the Issuer covenants and agrees to appropriate in its annual budget, by amendment, if required, and to pay when due under this Resolution as promptly as money becomes available for deposit directly into the Debt Service Fund, amounts of Non-Ad Valorem Revenues of the Issuer sufficient to satisfy the payment as required under this Resolution. Such covenant is subject in all respects to the payment of obligations secured by a pledge of such Non-Ad Valorem Revenues heretofore or hereafter entered into. Such covenant and agreement on the part of the Issuer to budget and appropriate such amounts of Non-Ad Valorem Revenues shall be cumulative, and shall continue until such Non-Ad Valorem Revenues or other legally available funds in amounts sufficient to make all required payments, including delinquent payments, shall have been budgeted, appropriated and actually deposited into the Debt Service Fund. The Issuer further acknowledges and agrees that this Resolution shall be deemed to be entered into for the benefit of the Owner and that the obligations of the Issuer to include the amount of any deficiency in the payments in each of its annual budgets and to pay such deficiencies from Non-Ad Valorem Revenues may be enforced in a court of competent jurisdiction in accordance with the remedies set forth herein. Notwithstanding the foregoing or any provision of this Resolution to the contrary, the Issuer does not covenant to maintain any services or programs now maintained by the Issuer which generate Non-Ad Valorem Revenues or to maintain the charges it presently collects for any such services or programs.

Anything in this Resolution to the contrary notwithstanding, it is understood and agreed that all obligations of the Issuer hereunder shall be payable only from Non-Ad Valorem Revenues budgeted and appropriated as provided for hereunder and nothing herein shall be deemed to pledge ad valorem taxation revenues or to permit or constitute a mortgage or lien upon any assets or property owned by the Issuer and no Owner or any other person may compel the levy of ad valorem taxes on real or personal property within the boundaries of the Issuer.

The obligations hereunder do not constitute an indebtedness of the Issuer within the meaning of any constitutional, statutory or charter provision or limitation, and neither the Owner or any other person shall have the right to compel the exercise of the ad valorem taxing power of the Issuer or taxation of any real or personal property therein for the payment by the Issuer of its obligations hereunder. Except to the extent expressly set forth in this Resolution, this Resolution and the obligations of the Issuer hereunder shall not be construed as a limitation on the ability of the Issuer to pledge or covenant to pledge said Non-Ad Valorem Revenues or any revenues or taxes of the Issuer for other legally permissible purposes; provided the Issuer hereby covenants not to pledge the Non-Ad Valorem Revenues to the payment of obligations if such pledge will result in insufficient Non-Ad Valorem Revenues being available to meet the Issuer's obligations under this Resolution and the Series 2015 Note. Notwithstanding any provisions of this Resolution or the Series 2015 Note to the contrary, the Issuer shall never be obligated to maintain or continue any of the activities of the Issuer which generate user service charges, regulatory fees or any Non-Ad Valorem Revenues or the rates for such services or regulatory fees. Neither this Loan Agreement nor the obligations of the Issuer hereunder shall be construed as a pledge of or a lien on all or any legally available Non-Ad Valorem Revenues of the Issuer, but shall be payable solely as provided in this Section 10 hereof and is subject in all respects to the provisions of Section 166.241, Florida Statutes, and is subject, further, to the payment of services and programs which are for essential public purposes affecting the health, welfare and safety of the inhabitants of the Issuer.

The Owner and the Issuer understand that the amounts available to be budgeted and appropriated to make payments hereunder is subject to the obligation of the Issuer to provide essential services; however, such obligation is cumulative and would carry over from Fiscal Year to Fiscal Year.

**Section 11:** *Application of Proceeds of Series 2015 Note.* At the time of delivery of the Series 2015 Note, proceeds from the sale of the Series 2015 Note shall be used to refinance the Refunded Loan and to pay the costs of issuance of the Series 2015 Note (including but not limited to legal fees and expenses).

**Section 12:** *Covenants of the Issuer.*

(A) The Issuer hereby establishes a fund to be known as the Series 2015 Debt Service Fund (the "Debt Service Fund") for the payment of Debt Service on the Series 2015 Note. The Debt Service Fund shall be maintained through the payment in full of the Series 2015 Note from which the Issuer shall pay on each principal and interest payment date the amount of principal and interest then due on the Series 2015 Note and all other amounts due and owing on the Series 2015 Note when such amounts are due.

(B) The Issuer shall provide the Owner of the Series 2015 Note its Comprehensive Annual Financial Report (including audited financial statements and a statistical section, if any) for each Fiscal Year of the Issuer not later than 210 days after the close of such Fiscal Year. The financial statements shall be prepared in accordance with generally accepted auditing standards and the standards applicable to financial audits contained in Government Audit Standards issued by the Comptroller General of the United States, and audited by an independent certified public accountant.

(C) The Issuer shall provide the Owner of the Series 2015 Note a copy of its annual budget within 30 days of approval by the City Council and such other public information as the Owner may reasonably request.

(D) The City Council will not take any action to repeal or prevent the collection of the Pledged Revenues, and the City Council will take all action necessary to remain eligible to receive the Pledged Revenues.

**Section 13:** *Sale of Series 2015 Note.* The Response of the Lender to purchase the Series 2015 Note is hereby accepted, and the sale of the Series 2015 Note is hereby awarded to the Lender. Sale of the Series 2015 Note is subject to satisfaction of the conditions precedent of the Lender, the satisfaction of which shall be evidenced by acceptance of the Series 2015 Note and payment therefor by the Lender.

**Section 14:** *Tax-Exemption.* The Issuer covenants with the Owner of the Series 2015 Note that it shall not use the proceeds of such Series 2015 Note in any manner which would cause the interest on such Series 2015 Note to be or become includable in the gross income of the Owner for federal income tax purposes and the Issuer further covenants with the Owner of the Series 2015 Note that it will comply with all provisions of the Code necessary to maintain the exclusion of interest on the Series 2015 Note from the gross income of the Owner for federal income tax purposes, including, in particular, the payment of any amount required to be rebated to the U.S. Treasury pursuant to the Code.

**Section 15:** *Events of Default; Remedies of Noteholder.* The following shall constitute Events of Default: (i) if the Issuer fails to pay any payment of principal of or interest on the Series 2015 Note as the same becomes due and payable within five (5) Business Days; (ii) if the Issuer defaults in the performance or observance of any covenant or agreement contained in this Resolution or the Series 2015 Note (other than set forth in (i) above) and fails to cure the same within thirty (30) days following receipt of written notice of such default; or (iii) filing of a petition by or against the Issuer relating to bankruptcy, reorganization, arrangement or readjustment of debt of the Issuer or for any other relief relating to the Issuer under the United States Bankruptcy Code, as amended, or any other insolvency act or law now or hereafter existing, or the involuntary appointment of a receiver or trustee for the Issuer, and the continuance of any such event for ninety (90) days undismissed or undischarged.

Upon the occurrence and during the continuation of any Event of Default, the Owner of the Series 2015 Note may, in addition to any remedy authorized in the Series 2015 Note, either at law or in equity, by suit, action, mandamus or other proceeding (including specific performance) in any court of competent jurisdiction, protect and enforce any and all rights under the laws of the State, or granted or contained in this Resolution, and may enforce and compel the performance of all duties required by this Resolution, or by any applicable statutes to be performed by the Issuer or by any officer thereof.

In addition, any amount due hereunder not paid when due shall bear interest at a default rate equal to the interest rate on the Series 2015 Note plus 2% per annum from and after five (5) days after the date due.

**Section 16:** *Bank Qualified.* The Issuer hereby designates the Series 2015 Note as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Code. The Issuer and any subordinate entities of the Issuer and any issuer of "tax-exempt" debt that issues "on behalf of" the Issuer do not reasonably expect during calendar year 2015 to issue more than \$10,000,000 of "tax-exempt" obligations, exclusive of any private activity bonds, as defined in Section 141(a) of the Code.

**Section 17:** *Amendment.* This Resolution shall not be modified or amended in any respect subsequent to the issuance of the Series 2015 Note except with the written consent of the Owner of the Series 2015 Note.

**Section 18:** *Limitation of Rights.* With the exception of any rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Resolution or the Series 2015 Note is intended or shall be construed to give to any Person other than the Issuer and the Owner any legal or equitable right, remedy or claim under or with respect to this Resolution or any covenants, conditions and provisions herein contained; this Resolution and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the Issuer and the Owner.

**Section 19:** *Severability.* If any provision of this Resolution shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable in any context, the same shall be stricken solely to the extent of the invalidity and shall not affect any other provision herein or render any other provision (or such provision in any other context) invalid, inoperative or unenforceable to any extent whatever.

**Section 20:** *Business Days.* In any case where the date of maturity of interest on or principal of the Series 2015 Note or the date fixed for prepayment of the Series 2015 Note shall be a Sunday or a legal holiday or not a Business Day, then payment of interest or principal and prepayment premium, if any, need not be made on such date but may be made on the next succeeding Business Day with the same force and effect as if made on the date of maturity or the date fixed for prepayment or the interest payment date and no interest on such payment shall accrue for the period after such date.

**Section 21:** *Applicable Provisions of Law.* This Resolution shall be governed by and construed in accordance with the laws of the State.

**Section 22:** *Rules of Interpretation.* Unless expressly indicated otherwise, references to sections or articles are to be construed as references to sections or articles of this instrument as originally executed. Use of the words "herein," "hereby," "hereunder," "hereof," "hereinbefore," "hereinafter" and other equivalent words refer to this Resolution and not solely to the particular portion in which any such word is used.

**Section 23:** *Captions.* The captions and headings in this Resolution are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Resolution.

**Section 24:** *Members of the City Council Exempt from Personal Liability.* No recourse under or upon any obligation, covenant or agreement of this Resolution or the Series 2015 Note or for any claim based thereon or otherwise in respect thereof, shall be had against any member

of the City Council (the "Members"), as such, past, present or future, either directly or through the Issuer it being expressly understood (a) that no personal liability whatsoever shall attach to, or is or shall be incurred by, the Members, as such, under or by reason of the obligations, covenants or agreements contained in this Resolution or implied therefrom, and (b) that any and all such personal liability, either at common law or in equity or by constitution or statute, of, and any and all such rights and claims against, every such Member, as such, are waived and released as a condition of, and as a consideration for, the execution of this Resolution, on the part of the Issuer.

**Section 25:** *Authorizations.* The Mayor, the City Manager, the City Clerk, the City Attorney, the Finance Director and such other officials and employees of the Issuer as may be designated by the Issuer are each designated as agents of the Issuer in connection with the issuance and delivery of the Series 2015 Note and are authorized and empowered, collectively or individually, to take all action and steps, to make such representations and certificates, and to execute all instruments documents and contracts on behalf of the Issuer that are necessary or desirable in connection with the execution and delivery of the Series 2015 Note, the execution and delivery of the Escrow Deposit Agreement among the Issuer, Florida Municipal Loan Council and U.S. Bank National Association and which are specifically authorized or are not inconsistent with the terms and provisions of this Resolution.

**Section 26:** *Repealer.* All resolutions or parts thereof in conflict herewith are hereby repealed.

**Section 27:** *No Third Party Beneficiaries.* Except such other persons as may be expressly described in this Resolution or in the Series 2015 Note, nothing in this Resolution or in the Series 2015 Note, expressed or implied, is intended or shall be construed to confer upon any Person, other than the Owner, any right, remedy or claim, legal or equitable, under and by reason of this Resolution, or any provision thereof, or of the Series 2015 Note, all provisions thereof being intended to be and being for the sole and exclusive benefit of the persons who shall from time to time be the holders.

**Section 28:** *Effective Date.* This Resolution shall be in full force and take effect immediately upon its passage and adoption.

**APPROVED AND ADOPTED** by the City of North Miami Beach City Council at the Regular meeting assembled this \_\_\_\_\_ day of **April, 2015**.

ATTEST:

---

PAMELA L. LATIMORE  
CITY CLERK  
(CITY SEAL)

---

GEORGE VALLEJO  
MAYOR

APPROVED AS TO FORM:

---

JOSE SMITH  
CITY ATTORNEY

Sponsored by: Mayor and Council

**EXHIBIT A**

**FORM OF SERIES 2015 NOTE**

ANY OWNER SHALL, PRIOR TO BECOMING AN OWNER, EXECUTE A PURCHASER'S CERTIFICATE CERTIFYING, AMONG OTHER THINGS, THAT SUCH OWNER IS AN "ACCREDITED INVESTOR" AS SUCH TERM IS DEFINED IN THE SECURITIES ACT OF 1933, AS AMENDED, AND REGULATION D THEREUNDER.

UNITED STATES OF AMERICA  
STATE OF FLORIDA  
CITY OF NORTH MIAMI BEACH  
REFUNDING REVENUE NOTE, SERIES 2015

MATURITY DATE  
APRIL 1, 2020

INTEREST RATE  
1.48%

DATED DATE  
APRIL 22, 2015

REGISTERED OWNER:     BRANCH BANKING AND TRUST COMPANY

PRINCIPAL AMOUNT:

KNOW ALL MEN BY THESE PRESENTS, that the City of North Miami Beach, Florida (hereinafter called "Issuer"), for value received, hereby promises to pay to the order of the Registered Owner identified above, or registered assigns as herein provided, upon presentation and surrender hereof at the office of the Registrar, initially the City Clerk of the Issuer, from the revenues hereinafter mentioned, the Principal Amount identified above in annual installments in any coin or currency of the United States of America which on the date of payment thereof is legal tender for the payment of public and private debts, and to pay, solely from said sources, to the Registered Owner hereof by check mailed to the Registered Owner at its address as it appears on the registration books of the Issuer, interest on said principal sum at the Interest Rate per annum set forth above, subject to adjustment as hereinafter provided, commencing from the date of registration and authentication of this Note. Notwithstanding the foregoing, for so long as this Note is owned by Branch Banking and Trust Company, and its successors and assigns (the "Lender"), the principal of and interest on this Note shall be payable to the Lender at such address as is provided by the Lender in writing to the Issuer without presentation of this Note.

Interest (calculated on the basis of twelve 30-day months and a 360-day year) shall be payable semi-annually on the outstanding principal amount on each April 1 and October 1, commencing on October 1, 2015, and principal shall be payable annually commencing April 1, 2016. The principal and interest payments shall be in the amounts set forth in the payment schedule attached hereto as Schedule I, with all remaining amounts due and payable in full on April 1, 2020.

If for any reason the interest on this Note becomes includable in the gross income of the Registered Owner for Federal income tax purposes (an "Event of Taxability"), from the effective date on which the interest is first includable in the gross income of the Registered Owner, the interest rate of this Note shall be adjusted to ensure that the anticipated after tax yield contemplated by the Registered Owner at the time of issuance of this Note is received. Should this Note not be classified as a "qualified tax-exempt obligation" pursuant to Section 265(b)(3) of the Code (a "265

Event”), the interest rate on this Note shall be adjusted to that level necessary to ensure that the anticipated after tax yield contemplated by the Registered Owner at the time of issuance of this Note is received. In addition to the foregoing, the Issuer shall pay any additions to tax, penalties and interest, and any arrears in interest imposed upon the Registered Owner on account of an Event of Taxability or a 265 Event. All such additional interest, additions to tax and penalties shall be paid promptly following the date the Registered Owner or the Issuer is advised of such Event of Taxability or 265 Event. This adjustment shall survive payment of this Note until such time as the federal statute of limitations under which the interest on this Note could be declared taxable under the Code shall have expired.

In addition, any amount due hereunder not paid when due shall bear interest at a default rate equal to the interest rate on this Note plus 2% per annum from and after five (5) days after the date due. In no event, however, shall the interest rate on this Note exceed the maximum rate permitted by law.

This Note shall be subject to prepayment at the option of the Issuer in whole, but not in part, on any scheduled payment date upon five (5) days prior written notice to the Registered Owner at a price equal to 100% of the principal amount thereof to be prepaid, plus accrued interest to the date fixed for prepayment. Notwithstanding anything in the Resolution or in this Note to the contrary, the Registered Owner shall not be required to surrender or cancel this Note until it has received all amounts owing hereunder.

This Note in the principal amount of \$\_\_\_\_\_ is issued primarily to refinance the Issuer's outstanding loan from the Florida Municipal Loan Council dated as of June 1, 2005 in full compliance with the Constitution and Statutes of the State of Florida, including particularly Chapter 166, Florida Statutes, the Charter of the Issuer, and a resolution duly adopted by the Issuer on April 21, 2015 (the "Resolution"), and is subject to all the terms and conditions of the Resolution. All capitalized undefined terms used herein shall have the meaning set forth in the Resolution.

This Note is payable from and secured by Non-Ad Valorem Revenues, as defined and described in the Resolution, budgeted and appropriated and deposited by the Issuer in each Fiscal Year, and all revenues, together with interest earnings thereon, held in the funds and accounts created pursuant to the Resolution (the "Pledged Revenues").

In any case where the date of maturity of interest on or principal of this Note or the date fixed for prepayment of this Note shall be a Sunday or a legal holiday or not a Business Day, then payment of interest or principal and prepayment premium, if any, need not be made on such date but may be made on the next succeeding Business Day with the same force and effect as if made on the date of maturity or the date fixed for prepayment or the interest payment date and no interest on such payment shall accrue for the period after such date.

This Note does not constitute a general indebtedness of the Issuer within the meaning of any constitutional, statutory or charter provision or limitation, and it is expressly agreed by the Registered Owner of this Note that such Registered Owner shall never have the right to require or compel the exercise of the ad valorem taxing power of the Issuer or taxation of any real or personal property therein for the payment of the principal of and interest on this Note or the making of any other payments provided for in the Resolution. The Issuer shall not be obligated to pay this Note from any revenues, except the Pledged Revenues, and neither the faith and credit nor the taxing

power of the Issuer or the State of Florida or any political subdivision thereof is pledged to the payment of the principal of, or the interest on, this Note.

It is hereby certified and recited that all acts, conditions and things required to exist, to happen and to be performed precedent to and in connection with the issuance of this Note exist, have happened and have been performed in regular and due form and time as required by the Constitution and Statutes of the State of Florida applicable thereto, and that the issuance of this Note does not violate any constitutional, statutory, or charter limitation or provision.

This Note is and has all the qualities and incidents of a negotiable instrument under Article 8 of the Uniform Commercial Code, the State of Florida, Chapter 678, Florida Statutes.

The transfer of this Note is registerable by the Registered Owner hereof in person or by its attorney or legal representative at the principal office of the Registrar but only in the manner and subject to the conditions provided in the Resolution and upon surrender and cancellation of this Note.

This Note shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Resolution until it shall have been authenticated by the execution by the Registrar of the certificate of authentication endorsed hereon.

IN WITNESS WHEREOF, the City has caused this Note to be signed by the City Manager, on behalf of the City Council, either manually or with facsimile signature, and the seal of the City to be affixed hereto or imprinted or reproduced hereon, and attested by the City Clerk, either manually or with facsimile signature, and approved as to legal sufficiency by the City Attorney, either manual or with facsimile signature, and this Note to be dated the Dated Date set forth above.

**CITY OF NORTH MIAMI BEACH, FLORIDA**

(SEAL)

By: \_\_\_\_\_  
City Manager

ATTEST:

By: \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

By: \_\_\_\_\_  
City Attorney

CERTIFICATE OF AUTHENTICATION

This Note is the Note issued under the provisions of the within mentioned Resolution.

City Clerk of the City of North Miami  
Beach, Florida  
Registrar, as Registrar

Date of Authentication:

\_\_\_\_\_, 2015

By: \_\_\_\_\_  
Authorized Officer

ASSIGNMENT AND TRANSFER

For value received the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_ (Please insert Social Security or other identifying number of transferee) \_\_\_\_\_ the attached Note of the City of North Miami Beach, Florida, and does hereby constitute and appoint \_\_\_\_\_, attorney, to transfer the said Note on the books kept for registration thereof, with full power of substitution and in the premises.

Date: \_\_\_\_\_

Signature Guaranteed by:

[member firm of the New York Stock Exchange or a commercial bank or trust company.]

By: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
NOTICE: No transfer will be registered and no new Note will be issued in the name of the Transferee, unless the signature to this assignment corresponds with the name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever, and the Social Security or Federal Employer Identification Number of the Transferee is supplied

**SCHEDULE I**

**DEBT SERVICE SCHEDULE**

## **EXHIBIT B**

### **FORM OF PURCHASER'S CERTIFICATE**

This is to certify that Branch Banking and Trust Company (the "Lender") has not required the City of North Miami Beach, Florida (the "Issuer") to deliver any offering document and has conducted its own investigation, to the extent it deems satisfactory or sufficient, into matters relating to business affairs or conditions (either financial or otherwise) of the Issuer in connection with the issuance by the Issuer of its \$\_\_\_\_\_ Refunding Revenue Note, Series 2015 (the "Series 2015 Note"), and no inference should be drawn that the Lender, in the acceptance of the Series 2015 Note, is relying on Bryant Miller Olive P.A. ("Note Counsel") or Jose Smith, Esquire (the "City Attorney") as to any such matters other than the legal opinions rendered by Note Counsel and the City Attorney. Any capitalized undefined terms used herein not otherwise defined shall have the meaning set forth in Resolution No. 2015-\_\_\_ duly adopted by the Issuer on April 21, 2015 (the "Resolution").

We acknowledge and understand that the Resolution is not being qualified under the Trust Indenture Act of 1939, as amended (the "1939 Act"), and the Series 2015 Note is not being registered in reliance upon the exemption from registration under Section 3(a)(2) of the Securities Act of 1933, Section 517.051(1), Florida Statutes, and/or Section 517.061(7), Florida Statutes, and that neither the Issuer, Note Counsel nor the City Attorney shall have any obligation to effect any such registration or qualification.

We are not acting as a broker or other intermediary, and are purchasing the Series 2015 Note as an investment for our own account and not with a present view to a resale or other distribution to the public. Nonetheless, we reserve the right to sell the Series 2015 Note. We understand that the Series 2015 Note may not be transferred in a denomination less than the principal amount outstanding, under any circumstance.

We are a bank as contemplated by Section 517.061(7), Florida Statutes. We are not purchasing the Series 2015 Note for the direct or indirect promotion of any scheme or enterprise with the intent of violating or evading any provision of Chapter 517, Florida Statutes.

We have knowledge and experience in financial and business matters and are capable of evaluating the merits and risks of the Series 2015 Note, and have the ability to bear the economic risk of our investment in the Series 2015 Note.

We have made our own inquiry, independent investigation, due diligence and analysis with respect to the Series 2015 Note and acknowledge that we have either been supplied with or been given access to information, to which a reasonable purchaser would attach significance in making investment decisions.

Neither the Lender nor any of its affiliates shall act as a fiduciary for the Issuer or the Issuer or in the capacity of broker, dealer, municipal securities underwriter or municipal advisor with respect to the proposed issuance of the Series 2015 Note. Neither the Lender nor any of its affiliates has provided, and will not provide, financial, legal, tax, accounting or other advice to or on behalf of the Issuer or the Issuer with respect to the proposed issuance of the Series 2015 Note. The Issuer and the Issuer have each represented to the Lender that it has sought and obtained financial, legal, tax, accounting and other advice (including as it relates to structure, timing, terms

and similar matters) with respect to the proposed issuance of the Series 2015 Note from its financial, legal and other advisors (and not the Lender or any of its affiliates) to the extent that the Issuer or the Issuer desired to obtain such advice.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2015.

BRANCH BANKING AND TRUST COMPANY

By:

---

Name:

Title:

## EXHIBIT C

### FORM OF DISCLOSURE LETTER

The undersigned, as purchaser (the "Lender"), has negotiated with the City of North Miami Beach, Florida (the "Issuer") for the private purchase of its Refunding Revenue Note, Series 2015 (the "Series 2015 Note"), in the principal amount of not to exceed \$3,000,000. Prior to the award of the Series 2015 Note, the following information is hereby furnished to the Issuer:

1. Set forth is an itemized list of the nature and estimated amounts of expenses to be incurred for services rendered to the Lender in connection with the issuance of the Series 2015 Note (such fees and expenses to be paid by the Issuer):

Lender Counsel Fee

\$3,500

2. (a) No other fee, bonus or other compensation is estimated to be paid by the Lender in connection with the issuance of the Series 2015 Note to any person not regularly employed or retained by the Lender (including any "finder" as defined in Section 218.386(1)(a), Florida Statutes), except as specifically enumerated as expenses to be incurred by the Lender, as set forth in paragraph (1) above.

(b) No person has entered into an understanding with the Lender, or to the knowledge of the Lender, with the Issuer, for any paid or promised compensation or valuable consideration, directly or indirectly, expressly or implied, to act solely as an intermediary between the Issuer and the Lender or to exercise or attempt to exercise any influence to effect any transaction in the purchase of the Series 2015 Note.

3. The amount of the underwriting spread expected to be realized by the Lender is \$0.

4. The management fee to be charged by the Lender is \$0.

5. Truth-in-Bonding Statement:

The Series 2015 Note is being issued primarily to finance the cost of refinancing the Refunded Loan, as defined in Resolution No. 2015-\_\_\_\_\_ duly adopted by the Issuer on April \_\_, 2015, as it relates to the Series 2015 Note. Unless earlier prepaid, the Series 2015 Note is expected to be repaid at the end of approximately five (5) years. At a fixed interest rate of 1.48% per annum total interest paid over the life of the Series 2015 Note is approximately \$\_\_\_\_\_ and issuance of the Series 2015 Note will result in maximum annual amount of approximately \$\_\_\_\_\_ of Pledged Revenues (as defined in the Resolution) of the Issuer each year not being available to finance other services of the Issuer during the life of the Series 2015 Note.

6. The name and address of the Lender is as follows:

Branch Banking and Trust Company  
5130 Parkway Plaza Boulevard

Building No. 9  
Charlotte, North Carolina 28217

IN WITNESS WHEREOF, the undersigned has executed this Disclosure Statement on behalf of the Lender this \_\_\_\_ day of \_\_\_\_\_, 2015.

BRANCH BANKING AND TRUST COMPANY

By: \_\_\_\_\_

Name:

Title:

**EXHIBIT D**

**RFP NO. 2015-03 RESPONSE FROM LENDER:**

<http://www.keepandshare.com/doc/7530440/bb-t-proposal-rfp-no-2015-03-pdf-594k?da=y>

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Refunding Revenue Note, Series 2015  
Branch Banking & Trust  
\*\*Final Numbers\*\*

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SOURCES AND USES OF FUNDS

City of North Miami Beach, Florida  
 Refunding Revenue Note, Series 2015  
 Branch Banking & Trust  
 \*\*Final Numbers\*\*

Dated Date 04/22/2015  
 Delivery Date 04/22/2015

Sources:

Bond Proceeds:	
Par Amount	2,851,000.00
Other Sources of Funds:	
Debt Service Fund	53,785.42
	2,904,785.42

Uses:

Refunding Escrow Deposits:	
Cash Deposit	2,867,768.54
Delivery Date Expenses:	
Cost of Issuance	37,016.88
	2,904,785.42

BOND SUMMARY STATISTICS

City of North Miami Beach, Florida  
 Refunding Revenue Note, Series 2015  
 Branch Banking & Trust  
 \*\*Final Numbers\*\*

Dated Date	04/22/2015
Delivery Date	04/22/2015
First Coupon	10/01/2015
Last Maturity	04/01/2020
Arbitrage Yield	1.480096%
True Interest Cost (TIC)	1.480096%
Net Interest Cost (NIC)	1.480000%
All-In TIC	1.929650%
Average Coupon	1.480000%
Average Life (years)	3.005
Duration of Issue (years)	2.936
Par Amount	2,851,000.00
Bond Proceeds	2,851,000.00
Total Interest	126,801.84
Net Interest	126,801.84
Total Debt Service	2,977,801.84
Maximum Annual Debt Service	606,850.40
Average Annual Debt Service	602,590.59
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	
Total Underwriter's Discount	
Bid Price	100.000000

Bond Component	Par Value	Price	Average Coupon	Average Life	PV of 1 bp change
Term Loan	2,851,000.00	100.000	1.480%	3.005	1,339.97
	2,851,000.00			3.005	1,339.97

	TIC	All-In TIC	Arbitrage Yield
Par Value	2,851,000.00	2,851,000.00	2,851,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount			
- Cost of Issuance Expense		-37,016.88	
- Other Amounts			
Target Value	2,851,000.00	2,813,983.12	2,851,000.00
Target Date	04/22/2015	04/22/2015	04/22/2015
Yield	1.480096%	1.929650%	1.480096%

BOND DEBT SERVICE

City of North Miami Beach, Florida  
 Refunding Revenue Note, Series 2015  
 Branch Banking & Trust  
 \*\*Final Numbers\*\*

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
10/01/2015			18,636.04	18,636.04	
04/01/2016	516,000	1.480%	21,097.40	537,097.40	555,733.44
10/01/2016			17,279.00	17,279.00	
04/01/2017	571,000	1.480%	17,279.00	588,279.00	605,558.00
10/01/2017			13,053.60	13,053.60	
04/01/2018	578,000	1.480%	13,053.60	591,053.60	604,107.20
10/01/2018			8,776.40	8,776.40	
04/01/2019	588,000	1.480%	8,776.40	596,776.40	605,552.80
10/01/2019			4,425.20	4,425.20	
04/01/2020	598,000	1.480%	4,425.20	602,425.20	606,850.40
	2,851,000		126,801.84	2,977,801.84	2,977,801.84

**BOND DEBT SERVICE**

**City of North Miami Beach, Florida  
 Refunding Revenue Note, Series 2015  
 Branch Banking & Trust  
 \*\*Final Numbers\*\***

Period Ending	Principal	Coupon	Interest	Debt Service
04/01/2016	516,000	1.480%	39,733.44	555,733.44
04/01/2017	571,000	1.480%	34,558.00	605,558.00
04/01/2018	578,000	1.480%	26,107.20	604,107.20
04/01/2019	588,000	1.480%	17,552.80	605,552.80
04/01/2020	598,000	1.480%	8,850.40	606,850.40
	<b>2,851,000</b>		<b>126,801.84</b>	<b>2,977,801.84</b>

**COST OF ISSUANCE**

**City of North Miami Beach, Florida  
 Refunding Revenue Note, Series 2015  
 Branch Banking & Trust  
 \*\*Final Numbers\*\***

Cost of Issuance	\$/1000	Amount
Contingency	0.47655	1,358.63
Financial Advisor	5.92774	16,900.00
Financial Advisor Expenses	0.35075	1,000.00
Bond Counsel	3.41985	9,750.00
Bond Counsel Expenses	0.35075	1,000.00
Escrow Deposit Agreement	0.87689	2,500.00
Escrow Agent Fee	0.17538	500.00
FMLC Admin Fee	0.05831	166.25
New CUSIPs	0.11996	342.00
Bank Counsel	1.22764	3,500.00
	<b>12.98382</b>	<b>37,016.88</b>

PROOF OF ARBITRAGE YIELD

City of North Miami Beach, Florida  
 Refunding Revenue Note, Series 2015  
 Branch Banking & Trust  
 \*\*Final Numbers\*\*

Date	Debt Service	Present Value to 04/22/2015 @ 1.4800959552%
10/01/2015	18,636.04	18,515.06
04/01/2016	537,097.40	529,690.68
10/01/2016	17,279.00	16,915.53
04/01/2017	588,279.00	571,673.84
10/01/2017	13,053.60	12,591.95
04/01/2018	591,053.60	565,962.34
10/01/2018	8,776.40	8,342.09
04/01/2019	596,776.40	563,077.27
10/01/2019	4,425.20	4,144.64
04/01/2020	602,425.20	560,086.60
	2,977,801.84	2,851,000.00

Proceeds Summary

Delivery date	04/22/2015
Par Value	2,851,000.00
Target for yield calculation	2,851,000.00

FORM 8038 STATISTICS

City of North Miami Beach, Florida  
 Refunding Revenue Note, Series 2015  
 Branch Banking & Trust  
 \*\*Final Numbers\*\*

Dated Date 04/22/2015  
 Delivery Date 04/22/2015

Bond Component	Date	Principal	Coupon	Price	Issue Price	Redemption at Maturity
Term Loan:						
	04/01/2016	516,000.00	1.480%	100.000	516,000.00	516,000.00
	04/01/2017	571,000.00	1.480%	100.000	571,000.00	571,000.00
	04/01/2018	578,000.00	1.480%	100.000	578,000.00	578,000.00
	04/01/2019	588,000.00	1.480%	100.000	588,000.00	588,000.00
	04/01/2020	598,000.00	1.480%	100.000	598,000.00	598,000.00
		2,851,000.00			2,851,000.00	2,851,000.00

	Maturity Date	Interest Rate	Issue Price	Stated Redemption at Maturity	Weighted Average Maturity	Yield
Final Maturity	04/01/2020	1.480%	598,000.00	598,000.00		
Entire Issue			2,851,000.00	2,851,000.00	3.0052	1.4801%

Proceeds used for accrued interest	0.00
Proceeds used for bond issuance costs (including underwriters' discount)	37,016.88
Proceeds used for credit enhancement	0.00
Proceeds allocated to reasonably required reserve or replacement fund	0.00
Proceeds used to currently refund prior issues	2,813,983.12
Proceeds used to advance refund prior issues	0.00
Remaining weighted average maturity of the bonds to be currently refunded	2.9673
Remaining weighted average maturity of the bonds to be advance refunded	0.0000

FORM 8038 STATISTICS

City of North Miami Beach, Florida  
 Refunding Revenue Note, Series 2015  
 Branch Banking & Trust  
 \*\*Final Numbers\*\*

Refunded Bonds

Bond Component	Date	Principal	Coupon	Price	Issue Price
Florida Municipal Loan Council Revenue Refunding Bonds, Series 2005C:					
SERIAL	04/01/2016	520,000.00	5.000%	109.755	570,726.00
SERIAL	04/01/2017	545,000.00	5.000%	109.160	594,922.00
SERIAL	04/01/2018	570,000.00	4.000%	99.011	564,362.70
SERIAL	04/01/2019	595,000.00	4.000%	98.643	586,925.85
SERIAL	04/01/2020	620,000.00	4.125%	98.744	612,212.80
		2,850,000.00			2,929,149.35

	Last Call Date	Issue Date	Remaining Weighted Average Maturity
Florida Municipal Loan Council Revenue Refunding Bonds, Series 2005C	05/22/2015	04/01/2006	2.9673
All Refunded Issues	05/22/2015		2.9673

SUMMARY OF BONDS REFUNDED

City of North Miami Beach, Florida  
 Refunding Revenue Note, Series 2015  
 Branch Banking & Trust  
 \*\*Final Numbers\*\*

Bond	Maturity Date	Interest Rate	Par Amount	Call Date	Call Price
Florida Municipal Loan Council Revenue Refunding Bonds, Series 2005C, 2005C:					
SERIAL	04/01/2016	5.000%	520,000.00	05/22/2015	100.000
	04/01/2017	5.000%	545,000.00	05/22/2015	100.000
	04/01/2018	4.000%	570,000.00	05/22/2015	100.000
	04/01/2019	4.000%	595,000.00	05/22/2015	100.000
	04/01/2020	4.125%	620,000.00	05/22/2015	100.000
			2,850,000.00		

PRIOR BOND DEBT SERVICE

City of North Miami Beach, Florida  
 Refunding Revenue Note, Series 2015  
 Branch Banking & Trust  
 \*\*Final Numbers\*\*

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
10/01/2015			62,712.50	62,712.50	
04/01/2016	520,000	5.000%	62,712.50	582,712.50	645,425
10/01/2016			49,712.50	49,712.50	
04/01/2017	545,000	5.000%	49,712.50	594,712.50	644,425
10/01/2017			36,087.50	36,087.50	
04/01/2018	570,000	4.000%	36,087.50	606,087.50	642,175
10/01/2018			24,687.50	24,687.50	
04/01/2019	595,000	4.000%	24,687.50	619,687.50	644,375
10/01/2019			12,787.50	12,787.50	
04/01/2020	620,000	4.125%	12,787.50	632,787.50	645,575
	2,850,000		371,975.00	3,221,975.00	3,221,975

SAVINGS

City of North Miami Beach, Florida  
 Refunding Revenue Note, Series 2015  
 Branch Banking & Trust  
 \*\*Final Numbers\*\*

Date	Prior Debt Service	Prior Receipts	Prior Net Cash Flow	Refunding Debt Service	Savings
04/01/2016	645,425.00	53,785.42	591,639.58	555,733.44	35,906.14
04/01/2017	644,425.00		644,425.00	605,558.00	38,867.00
04/01/2018	642,175.00		642,175.00	604,107.20	38,067.80
04/01/2019	644,375.00		644,375.00	605,552.80	38,822.20
04/01/2020	645,575.00		645,575.00	606,850.40	38,724.60
	3,221,975.00	53,785.42	3,168,189.58	2,977,801.84	190,387.74

Savings Summary

Savings PV date	04/22/2015
Savings PV rate	1.929650%
PV of savings from cash flow	180,075.54
Net PV Savings	180,075.54

SUMMARY OF REFUNDING RESULTS

City of North Miami Beach, Florida  
 Refunding Revenue Note, Series 2015  
 Branch Banking & Trust  
 \*\*Final Numbers\*\*

Dated Date	04/22/2015
Delivery Date	04/22/2015
Arbitrage yield	1.480096%
Escrow yield	0.000000%
Value of Negative Arbitrage	
Bond Par Amount	2,851,000.00
True Interest Cost	1.480096%
Net Interest Cost	1.480000%
All-In TIC	1.929650%
Average Coupon	1.480000%
Average Life	3.005
Par amount of refunded bonds	2,850,000.00
Average coupon of refunded bonds	4.223640%
Average life of refunded bonds	3.029
PV of prior debt to 04/22/2015 @ 1.929650%	3,047,844.08
Net PV Savings	180,075.54
Percentage savings of refunded bonds	6.318440%

ESCROW REQUIREMENTS

City of North Miami Beach, Florida  
Refunding Revenue Note, Series 2015  
Branch Banking & Trust  
\*\*Final Numbers\*\*

Period Ending	Interest	Principal Redeemed	Total
05/22/2015	17,768.54	2,850,000.00	2,867,768.54
	17,768.54	2,850,000.00	2,867,768.54

## ESCROW DEPOSIT AGREEMENT

THIS ESCROW DEPOSIT AGREEMENT, dated as of April 22, 2015, by and among the FLORIDA MUNICIPAL LOAN COUNCIL (the "Issuer"), the CITY OF NORTH MIAMI BEACH, FLORIDA (the "Borrower") and U.S. BANK NATIONAL ASSOCIATION, national banking association organized under the laws of the United States of America, as Escrow Agent and its successors and assigns (the "Escrow Agent").

### WITNESSETH:

WHEREAS, the Issuer has previously authorized and issued its Refunded Bonds (as hereinafter defined), as to which the Total Debt Service (as hereinafter defined) relating to the herein described escrow arrangement is set forth on Schedule I; and

WHEREAS, the proceeds of the Refunded Bonds were loaned by the Issuer to the Borrower; and

WHEREAS, the Issuer has determined to provide for payment of the Total Debt Service by depositing with the Escrow Agent an amount provided by the Borrower that is at least equal to the Total Debt Service; and

WHEREAS, the execution of this Escrow Deposit Agreement and full performance of the provisions hereof shall redeem and discharge the Issuer and the Borrower from their obligations with respect to the Refunded Bonds;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Issuer, the Borrower, and the Escrow Agent agree as follows:

SECTION 1. Definitions. As used herein, the following capitalized terms shall have the following meanings:

- (a) "Agreement" means this Escrow Deposit Agreement.
- (b) "Borrower" means the City of North Miami Beach, Florida.
- (c) "Escrow Account" means the account hereby created and entitled City of North Miami Beach Refunding Escrow Account established with and held by the Escrow Agent pursuant to this Agreement, in which cash will be held for payment of the Total Debt Service.
- (d) "Escrow Amount" means the amounts deposited into the Escrow Account pursuant to Section 2 of this Agreement.

(e) "Escrow Agent" means U.S. Bank National Association, having its designated corporate trust office in Orlando, Florida, and its successors and assigns.

(f) "Escrow Requirement" with respect to the Refunded Bonds means, as of any date of calculation, the sum of an amount in cash in the Escrow Account, which will be sufficient to timely pay the Total Debt Service.

(g) "Indenture" means the Trust Indenture dated as of June 1, 2005, by and between the Issuer and U.S. Bank National Association, as Successor Trustee to Deutsche Bank Trust Company Americas, as Successor Trustee to Wachovia Bank, National Association thereunder.

(h) "Issuer" means the Florida Municipal Loan Council and its successors and assigns.

(i) "Loan Agreement" means the Loan Agreement dated as of June 1, 2005, between the Issuer and the Borrower.

(j) "Note" means the \$2,851,000 City of North Miami Beach Florida, Revenue Refunding Note, Series 2015, issued by the Borrower and funded on April 22, 2015, for the principal purpose of prepaying a portion of the principal and interest due under the Loan Agreement to May 22, 2015, the date established for the redemption of the Refunded Bonds.

(k) "Refunded Bonds" means the portion of the Florida Municipal Loan Council Revenue Refunding Bonds, Series 2005C as set forth in Schedule I hereto.

(l) "Total Debt Service" means the sum of the principal and interest due with respect to the Refunded Bonds as set forth on Schedule I hereto.

SECTION 2. Deposit of Funds. The Issuer hereby deposits \$2,867,768.54 with the Escrow Agent, of which \$53,785.42 has been derived from transfers from the Borrower and \$2,813,983.12 has been derived from the proceeds of the Note.

Such funds are hereby deposited with the Escrow Agent for deposit into the Escrow Account, which funds the Escrow Agent acknowledges receipt of, to be held in irrevocable escrow by the Escrow Agent separate and apart from other funds of the Escrow Agent and applied solely as provided in this Agreement. The Issuer represents that such funds have been derived as set forth above and are at least equal to the Escrow Requirement as of the date of such deposits.

SECTION 3. Use and Investment of Funds. The Escrow Agent acknowledges receipt of the Escrow Amount described in Section 2 hereof and agrees:

(a) to hold the funds in cash pursuant to this Agreement in irrevocable escrow during the term of this Agreement for the sole benefit of the holders of the Refunded Bonds; and

(b) there will be no investment of the Escrow Amount except as set forth in this Section 3 and Section 5 hereof.

SECTION 4. Payment of the Refunded Bonds and Expenses.

(a) Refunded Bonds. Conditioned upon receipt of the Escrow Amount described in Section 2 hereof, the Issuer hereby agrees irrevocably to cause the redemption of the Refunded Bonds on May 22, 2015, in accordance with the terms of the Indenture, and to take all necessary actions in connection therewith.

On May 22, 2015, the Escrow Agent shall disburse immediately available funds from the Escrow Account to U.S. Bank National Association, the paying agent of the Refunded Bonds in amounts sufficient to pay in full the Refunded Bonds as set forth on Schedule I. The Escrow Agent, in its capacity as Trustee under the Indenture, is hereby instructed to immediately send the notice of redemption (a form of which is attached hereto as Exhibit A) as required by the Indenture.

(b) Priority of Payments. The holders of the Refunded Bonds shall have an express first lien on the Escrow Amount in the Escrow Account until such funds are used and applied as provided in Subsection 4(a) of this Agreement. If the amounts on hand in the Escrow Account are insufficient to make the payments due on the Refunded Bonds, the Borrower hereby agrees to immediately make up any insufficiency by depositing additional funds from the Borrower into the Escrow Account.

(c) Surplus. After making the final payment from the Escrow Account described in Subsections 4(a) and 4(b) above, the Escrow Agent shall transfer any remaining funds to the Borrower as directed in writing by the Borrower.

SECTION 5. No Reinvestment. Except as provided in Section 3 and in this Section 5, the Escrow Agent shall have no power or duty to invest any Escrow Amount held under this Agreement or to sell, transfer or otherwise dispose of or make substitutions of the cash held hereunder.

SECTION 6. No Redemption or Acceleration of Maturity. The Issuer will neither accelerate the maturity of, nor exercise any option to redeem any of the Refunded Bonds, except that the Refunded Bonds shall be redeemed on May 22, 2015.

SECTION 7. Responsibilities of Escrow Agent. The Escrow Agent and its respective successors, assigns, agents and servants shall not be held to any personal liability whatsoever,

in tort, contract, or otherwise, in connection with the execution and delivery of this Agreement, the establishment of the Escrow Account, the acceptance of the funds deposited therein, the purchase of investments, if any, the retention of the investments or the proceeds thereof or for any payment, transfer or other application of moneys by the Escrow Agent in accordance with the provisions of this Agreement or by reason of any non-negligent, omission or error of the Escrow Agent made in good faith in the conduct of its duties. The Escrow Agent shall, however, be responsible for its gross negligence or willful failure to comply with its duties required hereunder, and its negligent, omissions or errors or willful misconduct hereunder. The duties and obligations of the Escrow Agent may be determined by the express provisions of this Agreement. The Escrow Agent may consult with counsel, who may or may not be counsel to the Issuer, and in reliance upon the opinion of such counsel shall have full and complete authorization and protection in respect of any action taken, suffered or omitted by it in good faith in accordance therewith. Whenever the Escrow Agent shall deem it necessary or desirable that a matter be proved or established prior to taking, suffering or omitting any action under this Agreement, such matter may be deemed to be conclusively established by a certificate signed by an authorized officer of the Issuer. The Escrow Agent is not responsible or liable for calculations as to or the actual sufficiency of moneys, and earnings thereon, deposited in the Escrow Account to pay Total Debt Service hereunder.

The Issuer further agrees to indemnify and save the Escrow Agent harmless, to the extent allowed by law, against any and all claims, expenses, obligations, liabilities, losses, damages, injuries (to person, property, or natural resources), penalties, stamp or other similar taxes, actions, suits, judgments, reasonable costs and expense (including reasonable attorney's fees and expenses) of whatever kind or nature regardless of their merit, demanded, asserted or claims against the Escrow Agent by reason of its participation in the transactions contemplated hereby, including without limitation all reasonable attorneys' and consultants' fees and expenses and court costs which it may incur in the exercise and performance of its powers and duties hereunder, and which are not due to its negligence or willful misconduct other than any such liabilities relating to the reinvestment. Indemnification provided under this Section 7 shall survive the termination of this Agreement.

SECTION 8. Resignation of Escrow Agent. The Escrow Agent may resign and thereby become discharged from the duties and obligations hereby created, by notice in writing given to the Issuer, any rating agency then providing a rating or insurer providing bond insurance on the Refunded Bonds, and the Holders of the Refunded Bonds not less than 30 days before such resignation shall take effect. Such resignation shall not take effect until the appointment of a successor Escrow Agent hereunder. The Issuer hereby agrees to designate such Successor Escrow Agent within a reasonable period of time.

SECTION 9. Removal of Escrow Agent.

(a) The Escrow Agent may be removed at any time by an instrument or concurrent instruments in writing, executed by the holders of not less than 51% in aggregate principal

amount of the Refunded Bonds then outstanding, such instruments to be filed with the Issuer and published by the Issuer once in a newspaper of general circulation in Tallahassee, Florida, and in a daily newspaper or financial journal of general circulation in the City of New York, New York, not less than 30 days before such removal is to take effect as stated in said instrument or instruments. A photographic copy of any instrument filed with the Issuer under the provisions of this paragraph shall be delivered by the Issuer to the Escrow Agent.

(b) The Escrow Agent may also be removed at any time for any breach of trust or for acting or proceeding in violation of, or for failing to act or proceed in accordance with, any provisions of this Agreement with respect to the duties and obligations of the Escrow Agent by any court of competent jurisdiction upon the application of the Issuer or the holders of not less than 5% in aggregate principal amount of the Refunded Bonds then outstanding.

(c) The Escrow Agent may not be removed until a successor Escrow Agent has been appointed in the manner set forth herein.

#### SECTION 10. Successor Escrow Agent.

(a) If at any time hereafter the Escrow Agent shall resign, be removed, be dissolved or otherwise become incapable of acting, or shall be taken over by any governmental official, agency, department or board, the position of Escrow Agent shall thereupon become vacant. If the position of Escrow Agent shall become vacant for any of the foregoing reasons or for any other reason, the Issuer shall appoint an Escrow Agent to fill such vacancy. The Issuer shall either (i) publish notice of any such appointment made by it once in each week for four successive weeks in a newspaper of general circulation published in Tallahassee, Florida and in a daily newspaper or financial journal of general circulation in the City of New York, New York, or (ii) mail a notice of any such appointment made by it to the Holders of the Refunded Bonds within 30 days after such appointment.

(b) At any time within one year after such vacancy shall have occurred, the holders of a majority in principal amount of the Refunded Bonds then outstanding, by an instrument or concurrent instruments in writing, executed by either group of such bondholders and filed with the governing body of the Issuer, may appoint a successor Escrow Agent, which shall supersede any Escrow Agent theretofore appointed by the Issuer. Photographic copies of each such instrument shall be delivered promptly by the Issuer, to the predecessor Escrow Agent and to the Escrow Agent so appointed by the bondholders. In the case of conflicting appointments made by the bondholders under this paragraph, the first effective appointment made during the one year period shall govern.

(c) If no appointment of a successor Escrow Agent shall be made pursuant to the foregoing provisions of this Section, the holder of any Refunded Bonds then outstanding, or any retiring Escrow Agent may apply to any court of competent jurisdiction to appoint a successor

Escrow Agent. Such court may thereupon, after such notice, if any, as such court may deem proper and prescribe, appoint a successor Escrow Agent.

SECTION 11. Payment to Escrow Agent. The Escrow Agent hereby acknowledges that it has agreed to accept compensation under this Agreement in the sum of \$500.00, which the Issuer agrees to pay on the date of delivery by the Borrower of the proceeds of the Note, for services to be performed by the Escrow Agent pursuant to this Agreement. The Escrow Agent shall under no circumstances have any right to seek payment of its fees or expenses from the Escrow Account.

SECTION 12. Term. This Agreement shall commence upon its execution and delivery and shall terminate when the Escrow Amount has been disbursed in accordance with this Agreement.

SECTION 13. Severability. If any one or more of the covenants or agreements provided in this Agreement on the part of the Issuer or the Escrow Agent to be performed should be determined by a court of competent jurisdiction to be contrary to law, notice of such event shall be sent to Standard and Poor's, but such covenant or agreements herein contained shall be null and void and shall in no way affect the validity of the remaining provisions of this Agreement.

SECTION 14. Amendments to this Agreement. This Agreement is made for the benefit of the Issuer and the holders from time to time of the Refunded Bonds and it shall not be repealed, revoked, altered or amended in whole or in part without the written consent of all affected holders, the Escrow Agent and the Issuer; provided, however, that the Issuer, the Borrower, and the Escrow Agent may, without the consent of, or notice to, such holders, enter into such agreements supplemental to this Agreement as shall not adversely affect the rights of such holders and as shall not be inconsistent with the terms and provisions of this Agreement, for any one or more of the following purposes:

- (a) to cure any ambiguity or formal defect or omission in this Agreement;
- (b) to grant to, or confer upon, the Escrow Agent, for the benefit of the holders of the Refunded Bonds any additional rights, remedies, powers or authority that may lawfully be granted to, or conferred upon, such holders or the Escrow Agent; and
- (c) to subject to this Agreement additional funds, securities or properties.

The Escrow Agent shall, at its option, be entitled to rely exclusively upon an opinion of nationally recognized attorneys on the subject of municipal bonds acceptable to the Issuer with respect to compliance with this Section, including the extent, if any, to which any change, modification, addition or elimination affects the rights of the holders of the Refunded Bonds or that any instrument executed hereunder complies with the conditions and provisions of this Section.

SECTION 15. Counterparts. This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

SECTION 16. Governing Law. This Agreement shall be construed under the laws of the State of Florida.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers and their corporate seals to be hereunto affixed and attested as of the date first above written.

FLORIDA MUNICIPAL LOAN COUNCIL

(SEAL)

By: \_\_\_\_\_  
Isaac Salver, Chairman

ATTEST:

By: \_\_\_\_\_  
Michael Sittig, Executive Director

ESCROW DEPOSIT AGREEMENT

U.S. BANK NATIONAL ASSOCIATION

By: \_\_\_\_\_  
Beth Driggs, Vice President

ESCROW DEPOSIT AGREEMENT

CITY OF NORTH MIAMI BEACH, FLORIDA

(Seal)

By: \_\_\_\_\_

Name: Ana M. Garcia

Title: City Manager

ATTESTED:

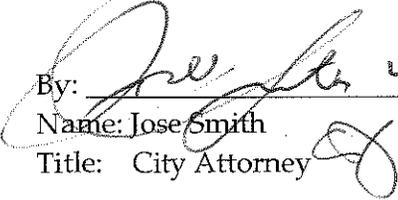
By: \_\_\_\_\_

Name: Pamela L. Latimore

Title: City Clerk

APPROVED AS TO LEGAL

SUFFICIENCY:

By:  \_\_\_\_\_ 4/16/15

Name: Jose Smith

Title: City Attorney 

SCHEDULE I

TOTAL DEBT SERVICE OF REFUNDED BONDS

Debt Service Requirements

Payment <u>Date</u>	<u>Interest</u>	Principal <u>Redeemed</u>	<u>Total</u>
05/22/2015	\$17,768.54	\$2,850,000.00	\$2,867,768.54

SCHEDULE OF INVESTMENT

Deposit of \$2,867,768.54 made April 22, 2015, held uninvested in cash until the redemption date of May 22, 2015, which deposit provides for principal in the amount of \$2,850,000.00 and accrued interest in the amount of \$17,768.54.

EXHIBIT A

NOTICE OF OPTIONAL REDEMPTION  
FLORIDA MUNICIPAL LOAN COUNCIL  
REVENUE REFUNDING BONDS, SERIES 2005C

NOTICE IS HEREBY GIVEN on behalf of the Florida Municipal Loan Council (the "Council") that a portion of the Council's outstanding Revenue Refunding Bonds, Series 2005C, maturing on April 1, 2016 through and including April 1, 2020, in the aggregate principal amount of \$2,850,000 (the "Redeemed Bonds"), have been called for optional redemption, at 100% of the principal amount thereof (the "Redemption Price"). Interest on the Redeemed Bonds accruing to or prior to the redemption date of May 22, 2015 (the "Redemption Date"), will be paid in the usual manner. Interest on the Redeemed Bonds will cease to accrue from and after said Redemption Date.

The Redeemed Bonds to be redeemed are as follows:

Maturity Dates	Principal Amounts <u>Outstanding</u>	Interest Rates <u>Interest Rates</u>	Original CUSIP # <u>CUSIP #</u>	Redeemed Principal Amounts <u>Amounts</u>	<u>New CUSIP #</u>
04/01/2016	\$635,000	5.000%	34282C CV1	\$520,000	
04/01/2017	665,000	5.000	34282C CW9	545,000	
04/01/2018	690,000	4.000	34282C CX7	570,000	
04/01/2019	720,000	4.000	34282C CY5	595,000	
04/01/2020	755,000	4.125	34282C CZ2	620,000	

On May 22, 2015, there shall become due and payable the above mentioned Redemption Price upon presentation and surrender of such Redeemed Bonds the following address:

U.S. Bank Corporate Trust Services  
111 Fillmore Ave, E  
St. Paul, MN 55107

**Bonds held in book-entry form need not be presented.** However, Bondholders presenting their bonds in person for same day payment **must** surrender their bond(s) by 1:00 P.M. on the Redemption Date and a check will be available for pick up after 2:00 P.M. Checks not picked up by 4:30 P.M. will be mailed out to the bondholder via first class mail. If payment of the Redemption Price is to be made to the registered owner of the Bond, you are not required to endorse the Bond to collect the Redemption Price.

The Bonds maturing April 1, 2016 through and including April 1, 2020, with principal payments due each April 1st and semiannual interest payments due on April 1st and October 1st until the maturity date of the Bonds, which have not been redeemed shall remain outstanding, and the CUSIP numbers applicable to such Bonds have changed. The remaining

Bonds which have not been redeemed shall remain outstanding and are set forth below:

<u>Maturity Dates</u>	<u>Principal Amounts Outstanding</u>	<u>Interest Rates</u>	<u>Original CUSIP #</u>	<u>Non- Redeemed Bonds Principal Amount</u>	<u>New CUSIP #</u>
04/01/2016	\$635,000	5.000%	34282C CV1	\$115,000	
04/01/2017	665,000	5.000	34282C CW9	120,000	
04/01/2018	690,000	4.000	34282C CX7	120,000	
04/01/2019	720,000	4.000	34282C CY5	125,000	
04/01/2020	755,000	4.125	34282C CZ2	135,000	

### REQUIREMENT INFORMATION

For a list of redemption requirements please visit [www.usbank.com/corporatetrust](http://www.usbank.com/corporatetrust) and click on the "Bondholder Information" link.

DATED this 22nd day of April, 2015.

FLORIDA MUNICIPAL LOAN COUNCIL

U.S. BANK, NATIONAL ASSOCIATION, as  
Escrow Agent

If you have any questions, you may call U.S. Bank at 1-800-934-6802.

### **IMPORTANT TAX INFORMATION**

**EXISTING FEDERAL INCOME TAX LAW MAY REQUIRE THE WITHHOLDING OF 28% OF ANY PAYMENTS TO HOLDERS PRESENTING THEIR (SECURITIES) FOR PAYMENTS WHO HAVE FAILED TO FURNISH A TAXPAYER IDENTIFICATION NUMBER, CERTIFIED TO BE CORRECT UNDER PENALTY OF PERJURY. HOLDERS MAY ALSO BE SUBJECT TO A PENALTY OF \$50.00 FOR FAILURE TO PROVIDE SUCH NUMBER. CERTIFICATION MAY BE MADE TO THE PAYING AGENT ON A SUBSTITUTE FORM W-9.**

\* The CUSIP number has been assigned to this issue by Standard and Poor's Corporation and is included solely for the convenience of the Bondholders. Neither the Issuer nor the Paying Agent shall be responsible for the selection or use of the CUSIP number, nor is any representation made as to its correctness on the securities or as indicated in any redemption notice.



City of North Miami Beach  
17011 NE 19 Avenue  
North Miami Beach, FL 33162  
305-947-7581  
www.citynmb.com

## MEMORANDUM

 **Print**

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**TO:** Mayor and City Council  
**FROM:** Ana M. Garcia, City Manager  
**VIA:** Esmond K. Scott, Director of Public Works  
**DATE:** Tuesday, April 21, 2015

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**RE:** Resolution No. R2015-35 (Esmond K. Scott, Director of Public Works)

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**BACKGROUND ANALYSIS:** This Resolution renews an existing agreement with the State of Florida Department of Transportation (FDOT) for the maintenance of roadside areas and medians within the corporate limits of the City. This agreement covers US1 (SR5) from NE 135 Street to NE 176 Street; Palmetto Expressway (SR 826) from NW 1st Avenue to the Intracoastal Waterway; Miami Gardens Drive (SR 860) from NE 6th Avenue to NE 11th Avenue; and Miami Gardens Drive (SR 860) from NE 18th Avenue to NE 22nd Avenue.

This agreement covers the turf and landscape maintenance of the covered areas from April 22, 2015 to April 21, 2016 at an annual amount of \$34,001.53

**RECOMMENDATION:** Staff recommends approval of the resolution.

**FISCAL/BUDGETARY IMPACT:** This Resolution will fund turf and landscape maintenance for the selected areas up to \$34,001.53.

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### **ATTACHMENTS:**

- ▣ [Resolution No. R2015-35](#)
- ▣ [Exhibit A](#)

**RESOLUTION NO. R2015-35**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER AND THE CITY CLERK TO EXECUTE A TURF AND LANDSCAPE MAINTENANCE AGREEMENT, IN SUBSTANTIALLY THE ATTACHED FORM, BETWEEN THE CITY OF NORTH MIAMI BEACH AND THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT); PROVIDING THE TERMS AND CONDITIONS FOR THE MAINTENANCE RESPONSIBILITIES AND FOR THE REIMBURSEMENT OF TURF AND LANDSCAPE MAINTENANCE ELEMENTS FROM FDOT TO THE CITY OF NORTH MIAMI BEACH ON MEDIAN STRIPS ON THE STATE HIGHWAY SYSTEM WITHIN THE CORPORATE LIMITS OF NORTH MIAMI BEACH.**

**WHEREAS**, the Florida Department of Transportation ("FDOT") has jurisdiction and maintains State Roads 5, 826 and 860 in the City of North Miami Beach, Florida ("City"); and

**WHEREAS**, FDOT, as part of the continual updating of the State of Florida Highway System and for the purpose of safety, has created roadside areas and median strips on the State Highway Systems within the corporate limits of the City; and

**WHEREAS**, FDOT, at the City's request, has agreed to reimburse the City for the maintenance of turf and landscape on those State Roads; and

**WHEREAS**, the City recognizes that said median strips and roadside areas contain turf and landscape, which shall be maintained in accordance with FDOT's requirements for maintenance responsibilities; and

**WHEREAS**, FDOT has programmed funding for the maintenance of turf and landscape, and has agreed to reimburse the City for these services in the total amount of \$34,001.53 per year; and

**WHEREAS**, the Mayor and City Council of the City of North Miami Beach, desire to maintain the median strips and roadside areas and authorizes the City Manager to execute an Agreement (attached hereto as Exhibit “A” and incorporated by reference) between the City of North Miami Beach and the Florida Department of Transportation for the turf and landscape maintenance of these roadside areas and median strips within the corporate limits of the City.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of North Miami Beach, Florida:

**Section 1.** The aforementioned recitals are true and correct.

**Section 2.** The Mayor and Council of the City of North Miami Beach, Florida, hereby authorize and direct the City Manager to execute the attached Agreement (Exhibit “A”), in substantially the attached form, in a form acceptable to the City Attorney, between the City and the Florida Department of Transportation.

**APPROVED AND ADOPTED** by the City of North Miami Beach City Council at the regular meeting assembled this \_\_\_ **day of April, 2015**.

ATTEST:

\_\_\_\_\_  
PAMELA L. LATIMORE  
CITY CLERK

(CITY SEAL)

\_\_\_\_\_  
GEORGE VALLEJO  
MAYOR

APPROVED AS TO FORM, LANGUAGE  
AND FOR EXECUTION

\_\_\_\_\_  
JOSÉ SMITH  
CITY ATTORNEY

Sponsored by: Mayor and Council

**TURF AND LANDSCAPE MAINTENANCE  
JOINT PARTICIPATION AGREEMENT  
BETWEEN THE  
FLORIDA DEPARTMENT OF TRANSPORTATION  
AND  
CITY OF NORTH MIAMI BEACH**

This Agreement, is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the State of Florida Department of Transportation, a component agency of the State of Florida, hereinafter referred to as the 'DEPARTMENT', and the City of North Miami Beach, a municipal corporation of the State of Florida, hereinafter referred to as the 'CITY'.

**RECITALS:**

**WHEREAS**, the DEPARTMENT has jurisdiction and maintains the State Road (S.R.) 5/US-1/Biscayne Boulevard, S.R. 826/Palmetto Expressway and S.R. 860/Miami Gardens Drive in the CITY; and

**WHEREAS**, the DEPARTMENT, as part of the continual updating of the State of Florida Highway System and for the purpose of safety, has created median strips on the State Highway System within the corporate limits of the CITY; and

**WHEREAS**, the DEPARTMENT, at the CITY's request, has agreed to reimburse the CITY for the maintenance of turf and landscape, hereinafter referred to as the 'PROJECT', and

**WHEREAS**, the CITY recognizes that said median strips areas contain turf and landscape, which shall be maintained in accordance with Exhibit "A", 'Maintenance Responsibilities', which is herein incorporated by reference; and

**WHEREAS**, the DEPARTMENT has programmed funding for the PROJECT under Financial Project Number 252414-2-78-03, and has agreed to reimburse the CITY for turf and landscape maintenance elements which are outlined in the attached Exhibit "B", 'Project Limits & Financial Summary', which is herein incorporated by reference; and

**WHEREAS**, the CITY is currently under maintenance obligations as stipulated in Permit Number 2004-L-691-3 and 2008-L-691-1; and

**WHEREAS**, the parties hereto mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each party; and

**WHEREAS**, the parties are authorized to enter into this Agreement pursuant to **Section 339.08(e) and 339.12, Florida Statutes (F.S.);**

**NOW, THEREFORE**, in consideration of the premises, the mutual covenants and other

valuable considerations contained herein, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

## 1. INCORPORATION OF RECITALS

The foregoing recitals are true and correct and are incorporated into the body of this Agreement, as if fully set forth herein.

## 2. GENERAL REQUIREMENTS

- a. The CITY shall submit this Agreement to its CITY Council for ratification or approval by resolution. A copy of said resolution is attached hereto as Exhibit "C", 'City of North Miami Beach Resolution', and is herein incorporated by reference.
- b. The CITY shall not commence the PROJECT until a Notice to Proceed has been provided from the DEPARTMENT, which shall become the effective date of this Agreement and shall not precede the date provided on page one (1) of the Agreement.
- c. The CITY shall be responsible for the maintenance of all areas that have turf and landscape within the DEPARTMENT's right-of-way as described in Exhibit "A", 'Maintenance Responsibilities'.
- d. The CITY shall be responsible for performing the required maintenance with a minimum frequency of *eighteen (18) times per year for: Small Machine Mowing, Litter Removal, Edging and Sweeping, and twelve (12) times per year for: Landscape Maintenance.*
- e. All turf and landscape maintenance shall be in accordance with the latest edition of the State of Florida "Guide for Roadside Mowing" and the latest edition of the "Maintenance Rating Program", and Index 546 of the latest FDOT Design Standards.
- f. The CITY shall submit a work schedule to the DEPARTMENT. In addition, before the CITY starts the work, the DEPARTMENT shall be notified, via fax or e-mail, of the state road(s) and the day(s) in which the CITY will be working. The fax or e-mail shall be sent to the attention of the North Miami-Dade Maintenance Engineer, at 305-640-7197 or [alex.perez@dot.state.fl.us](mailto:alex.perez@dot.state.fl.us). The CITY shall not start working until the DEPARTMENT has advised, in writing, that the submitted work schedule has been approved.
- g. The CITY shall not be responsible for the clean-up, removal and disposal of debris from the DEPARTMENT's right of way following a natural disaster (i.e. hurricane, tornados, etc.). However, the cost of any cycle or part thereof impaired by any such event may be deducted from the DEPARTMENT's affected quarterly payment to the CITY.
- h. It is understood between the parties hereto that all the landscaping covered by this

Agreement may be removed, relocated or adjusted at any time in the future as found necessary by the DEPARTMENT in order that the adjacent state road be widened, altered or otherwise changed and maintained to meet with future criteria or planning of the DEPARTMENT.

- i. The CITY shall not plant additional landscaping within the limits of the PROJECT, without prior written approval by the DEPARTMENT, in accordance with Florida Administrative Code Rule 14-40.003. Such approval shall be in the form of a separate written agreement that will require the CITY to properly construct and maintain the additional landscaping without compensation from the DEPARTMENT.
- j. This Agreement shall not obligate the DEPARTMENT to pay the CITY to maintain any additional landscaping, planted after the effective date of this Agreement, within the limits of the PROJECT, and shall not obligate the CITY to maintain any such additional landscaping.

### 3. FINANCIAL PROVISIONS

- a. Eligible PROJECT costs may not exceed THIRTY FOUR THOUSAND ONE DOLLAR AND FIFTY THREE CENTS (\$34,001.53), as outlined in Exhibit "B", 'Project Limits & Financial Summary'.
- b. The DEPARTMENT agrees to pay the CITY for the herein described services at a compensation as detailed in this Agreement.
- c. The CITY shall furnish the services with which to maintain the PROJECT LIMITS. Said PROJECT consists of services as detailed in Exhibit "A" of this Agreement.
- d. Payment shall be made only after receipt and approval of goods and services unless advanced payments are authorized by the DEPARTMENT's Comptroller under **Section 334.044(29), F.S.**, or by the Department of Financial Services under **Section 215.422(14), F.S.**
- e. The CITY shall provide the following quantifiable, measurable and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. Said deliverables consists of (list deliverables):
  - i. Small Machine Mowing
  - ii. Litter Removal
  - iii. Edging and Sweeping
  - iv. Landscape Maintenance

- f. Invoices shall be submitted by the CITY in detail sufficient for a proper pre-audit and post audit thereof, based on the quantifiable, measurable and verifiable units of deliverables as established in Section c above and Exhibit "B". Deliverables must be received and accepted in writing by the DEPARTMENT's Project Manager prior to payments.
- g. Supporting documentation must establish that the deliverables were received and accepted in writing by the CITY and that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Section c has been met.
- h. Travel costs will not be reimbursed.
- i. The CITY providing goods and services to the DEPARTMENT should be aware of the following time frames. Upon receipt, the DEPARTMENT has five (5) working days to inspect and approve the goods and services. The DEPARTMENT has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.
- j. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to **Section 55.03(1), F.S.**, will be due and payable, in addition to the invoice amount, to the CITY. Interest penalties of less than one (1) dollar will not be enforced unless the CITY requests payment. Invoices which have to be returned to the CITY because of CITY preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the DEPARTMENT.
- k. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for the CITY who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at 850-413-5516 or by calling the Division of Consumer Services at 1-877-693-5236.
- l. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the DEPARTMENT at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred include the CITY's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the DEPARTMENT for a proper audit of costs.
- m. In the event this contract is for services in excess of \$25,000.00 and a term for a period of more than 1 year, the provisions of **Section 339.135(6)(a), F.S.**, are hereby incorporated:

“The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the DEPARTMENT that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and which have a term for a period of more than 1 year.”

- n. The DEPARTMENT’s obligation to pay is contingent upon an annual appropriation by the Florida Legislature.
- o. E-verify:

The CITY/Contractors or Vendors:

- i. shall utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
- ii. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

The CITY shall insert the above clause into any contract entered into by the CITY with vendors or contractors hired by the CITY for purposes of performing its duties under this Agreement.

#### 4. COMMUNICATIONS

All notices, requests, demands, consents, approvals, and other communication which are required to be served or given hereunder, shall be in writing and shall be sent by certified U.S. mail, return receipt requested, postage prepaid, addressed to the party to receive such notices as follows:

**To DEPARTMENT:** Florida Department of Transportation  
1000 NW 111<sup>th</sup> Avenue, Room 6205  
Miami, Florida 33172-5800  
Attention: District Maintenance Engineer

**To CITY:**

City of North Miami Beach  
17011 NE 19<sup>th</sup> Avenue, 4<sup>th</sup> Floor  
North Miami Beach, Florida 33162  
Attention: City Manager

Notices shall be deemed to have been received by the end of five (5) business days from the proper sending thereof unless proof of prior actual receipt is provided.

**5. INVOICING**

- a. The CITY shall submit quarterly invoices for DEPARTMENT review, approval, and payment in accordance with this Agreement. Quarterly payments will be made upon invoice approval in an amount not to exceed one fourth of the eligible PROJECT costs. Each invoice shall include proof that the areas under this Agreement were maintained using specified frequencies, at minimum. The supporting documents showing proof of work can be properly executed payroll, or time records, or Contractor's invoices, or vouchers evidencing in proper detail the nature and propriety of the charges.
- b. In the event temporary work by the DEPARTMENT's forces or by other Contractors temporarily prevent the CITY from performing the work described in this Agreement, the DEPARTMENT shall deduct from the affected quarterly payment(s) the acreage affected area and only compensate the CITY for the actual work it performs.
  - i. The DEPARTMENT shall initiate this procedure only if the temporary work prevents the CITY from performing its work for a period of one (1) month or longer.
- c. In the event this Agreement is terminated as established in Section 8 herein, payment will be prorated within the quarter in which termination occurs. The prorated payment shall be for approved work meeting the requirements stipulated in this Agreement.

**6. MAINTENANCE DEFICIENCIES**

If the District Maintenance Engineer determines that the CITY is not accomplishing its responsibilities under this Agreement, said District Maintenance Engineer may issue written notice, in care of the CITY on notice thereof. Thereafter, the CITY shall have a period of thirty (30) calendar days within which to correct the cited deficiency or deficiencies. If said deficiencies are not corrected within this time period the DEPARTMENT may, at its option, proceed as follows:

- a. Maintain the median or roadside area(s) declared deficient with DEPARTMENT and/or a Contractor's material, equipment and personnel. The actual cost for such work will be deducted from the DEPARTMENT's affected quarterly payment to the CITY; or
- b. Terminate this Agreement.

## 7. EXPIRATION/RENEWAL

This Agreement is for a term of one (1) year beginning on the date provided in the Notice to Proceed; and may be renewed twice, only if mutually agreed to in writing by the DEPARTMENT and the CITY. Any such renewal shall be subject to the same terms and conditions set forth in this Agreement, and shall be contingent upon both satisfactory CITY performance evaluations by the DEPARTMENT and the availability of funds.

This Agreement may be extended if mutually agreed in writing by both parties, for a period not to exceed six (6) months and shall be subject to the same terms and conditions set forth in this Agreement. There shall be only one (1) extension of this Agreement.

## 8. TERMINATION

This Agreement, or part hereof, is subject to termination under any one of the following conditions:

- a. In the event the DEPARTMENT exercises the option identified by Section 6 of this Agreement.
- b. As mutually agreed by both parties.
- c. In accordance with **Section 287.058(1)(c), F.S.**, the DEPARTMENT shall reserve the right to unilaterally cancel this Agreement if the CITY refuses to allow public access to any or all documents, papers, letters, or other materials made or received by the CITY pertinent to this Agreement which are subject to provisions of Chapter 119, of the F.S.

## 9. ENTIRE AGREEMENT

This Joint Participation Agreement is the entire Agreement between the parties hereto, and it may be modified or amended only by mutual consent of the parties in writing.

## 10. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of Florida.

## 11. AMENDMENT

This Agreement may be amended by mutual agreement of the DEPARTMENT and the CITY expressed in writing, executed and delivered by each party.

## 12. INVALIDITY

If any part of this Agreement shall be determined to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, if such remainder continues to conform to the terms and requirements of applicable law.

### 13. INDEMNIFICATION

Subject to Section 768.28, Florida Statutes, as may be amended from time to time, the CITY shall promptly indemnify, defend, save and hold harmless the DEPARTMENT, its officers, agents, representatives and employees from any and all losses, expenses, fines, fees, taxes, assessments, penalties, costs, damages, judgments, claims, demands, liabilities, attorneys fees, (including regulatory and appellate fees), and suits of any nature or kind whatsoever caused by, arising out of, or related to the CITY's negligent exercise or of its responsibilities as set out in this AGREEMENT, including but not limited to, any negligent act, negligent action, negligence or omission by the CITY, its officers, agents, employees or representatives in the performance of this AGREEMENT, whether direct or indirect, except that neither the CITY nor any of its officers, agents, employees or representatives will be liable under this provision for damages arising out of injury or damages caused or resulting from the negligence of the DEPARTMENT.

The CITY's obligation to indemnify, defend and pay for the defense of the DEPARTMENT, or at the DEPARTMENT's option, to participate and associate with the DEPARTMENT in the defense and trial of any claim and any related settlement negotiations, shall be triggered immediately upon the CITY's receipt of the DEPARTMENT'S notice of claim for indemnification. The notice of claim for indemnification shall be deemed received if the DEPARTMENT sends the notice in accordance with the formal notice mailing requirements set forth in Section 5 of this AGREEMENT. The DEPARTMENT'S failure to notify the CITY of a claim shall not release the CITY of the above duty to defend and indemnify the DEPARTMENT.

The CITY shall pay all costs and fees related to this obligation and its enforcement by the DEPARTMENT. The indemnification provisions of this section shall survive termination or expiration of this AGREEMENT, but only with respect to those claims that arose from acts or circumstances which occurred prior to termination or expiration of this AGREEMENT.

The CITY's evaluation of liability or its inability to evaluate liability shall not excuse the CITY's duty to defend and indemnify the DEPARTMENT under the provisions of this section. Only an adjudication or judgment, after the highest appeal is exhausted, specifically finding the Department was solely negligent shall excuse performance of this provision by the CITY.

-----REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK -----

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, on the day and year above written.

**CITY OF NORTH MIAMI BEACH:**

**STATE OF FLORIDA, DEPARTMENT  
OF TRANSPORTATION:**

BY: \_\_\_\_\_  
CITY MAYOR

BY: \_\_\_\_\_  
DISTRICT SECRETARY

ATTEST: \_\_\_\_\_  
(SEAL) CITY CLERK

ATTEST: \_\_\_\_\_  
(SEAL) EXECUTIVE SECRETARY

**LEGAL REVIEW:**

 4/14/15  
\_\_\_\_\_  
CITY ATTORNEY

\_\_\_\_\_  
DISTRICT CHIEF COUNSEL

## **Exhibit "A"**

### **Maintenance Responsibilities**

The CITY shall be responsible for the maintenance of all turf and landscape areas within the DEPARTMENT's right of way on S.R. 5/US-1/Biscayne Boulevard, S.R. 826/Palmetto Expressway and S.R. 860/Miami Gardens Drive, in accordance with all applicable DEPARTMENT guidelines, standards, and procedures, which shall include but shall not be limited to the Maintenance Rating Program Handbook, as may be amended from time to time. Additionally, the CITY shall maintain the all turf and landscape areas in accordance with the International Society of Arboriculture standards, the latest FDOT Design Standard, guidelines, and procedures, as may be amended from time to time. The CITY's maintenance obligations shall include but not be limited to:

- a. Mowing, cutting and/or trimming and edging the grass and turf.
- b. Pruning all plant materials, which include trees, shrubs and ground covers, and parts thereof.
- c. Maintaining existing decorative bricks, mulch and other aesthetic features currently found within these corridors.
- d. Fertilizing, insecticide, pesticide, herbicide and watering will be required to maintain the current landscape and turf in a healthy and vigorous growing condition.
- e. Paying for all water use and all costs associated therewith.
- f. Pruning such parts thereof which may present a visual or other safety hazard for those using or intending to use the right-of-way.
- g. Removing and disposing of all undesirable vegetation including but not limited to weeding of plant beds and removal of invasive exotic plant materials.
- h. Removing and properly disposing of dead, diseased or otherwise deteriorated plants in their entirety, and replacing those that fall below the standards set forth in all applicable DEPARTMENT guidelines, standards and procedures as may be amended from time to time.
- i. Removing and disposing of all trimmings, roots, branches, litter, and any other debris resulting from the activities described by (a) to (i).
- j. Maintaining a service log of all maintenance operations that sets forth the date of the maintenance activity, the location that was maintained, and the work that was performed.
- k. Submitting Lane Closure Requests to the DEPARTMENT when maintenance activities will require the closure of a traffic lane in the DEPARTMENT's right-

of-way. Lane closure requests shall be submitted through the District Six Lane Closure Information System, to the DEPARTMENT's area Permit Manager and in accordance with the District Six Lane Closure Policy, as may be amended from time to time.

**FDOT Financial Project Number:** 252414-2-78-03

**County:** *Miami-Dade*

**FDOT Project Manager:** Alex Perez, P.E. 305-640-7197

**CITY Project Manager:** Ana M. Garcia, City Manager

## Exhibit "B"

### Project Limits & Financial Summary

Below are the PROJECT limits and acreage of the areas to be maintained by the CITY under this Agreement.

LIMITS			
State Road	Road Name	From	To
5	US-1/Biscayne Boulevard	NE 135 <sup>th</sup> Street	NE 176 <sup>th</sup> Street
826	Palmetto Expressway	NW 1 <sup>ST</sup> Avenue	Intracoastal Waterway
860	Miami Gardens Drive	NE 6 <sup>th</sup> Avenue	NE 11 <sup>th</sup> Avenue
860	Miami Gardens Drive	NE 18 <sup>th</sup> Avenue	NE 22 <sup>nd</sup> Avenue

Item Description	Quantity	# Cycles	Total Quantities	Unit Agreement Price	Total Amount
Mowing Small Machine (E104 4 3)	12.494	18	224.892	\$35.00	\$7,871.22
Litter Removal (E110 30)	14.816	18	266.688	\$10.00	\$2,666.88
Edging & Sweeping (E110 32 1)	2.178	18	39.204	\$10.00	\$392.04
Landscape Maintenance (E 580 3 2)	2.322	12	27.864	\$828.00	\$23,071.392
					<b>\$ 34,001.53</b>

**TOTAL ANNUAL AMOUNT ELIGIBLE FOR REIMBURSEMENT:      \$34,001.53**

**Exhibit "C"**  
**City of North Miami Beach's Resolution**

To be herein incorporated once approved by the CITY Council.

The City of North Miami Beach



City of North Miami Beach  
17011 NE 19 Avenue  
North Miami Beach, FL 33162  
305-947-7581  
[www.citynmb.com](http://www.citynmb.com)

**MEMORANDUM**

 **Print**

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**TO:** Mayor and City Council  
**FROM:** Ana M. Garcia, City Manager  
**VIA:**  
**DATE:** Tuesday, April 21, 2015

---

**RE:** 1st Annual Community Spring Festival - Update

---

**BACKGROUND  
ANALYSIS:  
RECOMMENDATION:  
FISCAL/BUDGETARY  
IMPACT:**

---

**ATTACHMENTS:**

▣ [Flyer](#)

Farmer's Market, Arts & Crafts and Food & Fun for all! Farmer's Market, Plant Give-a-ways,

Music & Dance, Arts & Crafts and Food & Fun for all! Music & Dance, Arts & Crafts and Food & Fun for all! Music & Dance, Arts & Crafts and Food & Fun for all!

Fun for all! Music & Dance, Arts & Crafts and Food & Fun for all! Music & Dance, Arts & Crafts and Food & Fun for all!



# NMB SPRING FEST

FAMILY  
ACTIVITIES  
ARTISANS BOOTHS  
CULTURAL and  
PERFORMING ARTS  
INTERNATIONAL  
CUISINE

- Enjoy a day full of great activities for all ages
- Find out about the exciting growth and projects in our City
- Learn about going green and environmental awareness

SUNDAY, 17<sup>th</sup>  
MAY  
FROM 1-6 P.M.



ON  
HANFORD BOULEVARD  
(ONE BLOCK NORTH OF 163RD STREET)  
ON 19TH AVENUE

# FREE

FOR MORE INFORMATION PLEASE CALL:  
**305-948-2957**

OR VISIT US AT [WWW.CITYNMB.COM](http://WWW.CITYNMB.COM)



- George Vallejo, Mayor  
 Anthony F. DeFillipo, Councilperson  
 Barbara Kramer, Councilperson  
 Marlen Martell, Councilperson  
 Frantz Pierre, Councilperson  
 Phyllis S. Smith, Councilperson  
 Beth E. Spiegel, Councilperson  
 Ana M. Garcia, City Manager  
 Jose Smith, City Attorney  
 Pamela Latimore, City Clerk

Arts & Crafts and Food & Fun for all! Music & Dance, Farmer's Market, Plant Give-a-ways



City of North Miami Beach  
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305-947-7581  
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**MEMORANDUM**

 **Print**

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**TO:** Mayor and City Council  
**FROM:** Ana M. Garcia, City Manager  
**VIA:** Esmond Scott, Director of Public Works  
**DATE:** Tuesday, April 21, 2015

---

**RE:** National Arbor Day

---

**BACKGROUND  
ANALYSIS:  
RECOMMENDATION:  
FISCAL/BUDGETARY  
IMPACT:**

---

**ATTACHMENTS:**

▣ [Arbor Day Invitation](#)



*The City of North Miami Beach's  
Beautification Committee  
cordially invites you to our*

# Annual Arbor Day Celebration 2015

**Friday,  
April 24th**

**10 a.m. - Noon**

**Tree Planting**

**10:30 a.m.**

**Dolphin Park**

NE 170th Street & NE 3rd Court





City of North Miami Beach  
17011 NE 19 Avenue  
North Miami Beach, FL 33162  
305-947-7581  
[www.citynmb.com](http://www.citynmb.com)

## MEMORANDUM

 [Print](#)

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**TO:** Mayor and City Council  
**FROM:** Ana M. Garcia, City Manager  
**VIA:** Paulette Murphy, Parks and Recreation Director  
**DATE:** Tuesday, April 21, 2015

---

**RE:** National Day of Prayer

---

**BACKGROUND  
ANALYSIS:  
RECOMMENDATION:  
FISCAL/BUDGETARY  
IMPACT:**

---

**ATTACHMENTS:**

▣ [National Day of Prayer](#)



The Mayor and Council of the City of North Miami Beach  
cordially invite you to participate in its

**2015**

# **National Day of Prayer SERVICE**

**THURSDAY, MAY 07, 2015**

**AT NOON**

HELD IN THE

RONALD A. SILVER YOUTH ENRICHMENT SERVICES CENTER

17051 NE 19th Avenue—North Miami Beach, Florida

To R.S.V.P. please call the Parks and R.E.C. Office at (305)948-2957



The City of North Miami Beach



City of North Miami Beach  
17011 NE 19 Avenue  
North Miami Beach, FL 33162  
305-947-7581  
[www.citynmb.com](http://www.citynmb.com)

**MEMORANDUM**

 **Print**

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**TO:** Mayor and City Council  
**FROM:** Ana M. Garcia, City Manager  
**VIA:**  
**DATE:** Tuesday, April 21, 2015

---

**RE:** Memorial Day Service

---

**BACKGROUND  
ANALYSIS:  
RECOMMENDATION:  
FISCAL/BUDGETARY  
IMPACT:**

---

**ATTACHMENTS:**

▣ [Memorial Day Service](#)

George Vallejo, Mayor  
Anthony F. DeFillipo, Councilman  
Barbara Kramer, Councilwoman  
Marlen Martell, Councilwoman  
Frantz Pierre, Councilman  
Phyllis S. Smith, Councilwoman  
Beth E. Spiegel, Councilwoman  
Ana M. Garcia, City Manager  
Pamela Latimore, City Clerk

THE CITY OF NORTH MIAMI BEACH



## 2015 MEMORIAL DAY SERVICE

*The City of North Miami Beach Memorial Services* are made possible through the efforts of the North Miami Beach Mayor and Council in conjunction with the City's Parks and R.E.C., Police, and Public Services Departments.

*Please join us* as our honored guest in celebration of this special "*Day to Remember*", where we will honor all the men and women who made the ultimate sacrifice while serving this great country, pay tribute to the veterans who served in one or more wars and were fortunate to return home and to recognize all the men and women in the Armed Forces today who continue to preserve our freedom.

*The Ceremony* will begin with the firing of one volley by the North Miami Beach Police Department Honor Guard Unit, followed by the March of Colors over the Snake Creek Canal Bridge.

*Participants:* The Memorial Day Service, performed with pomp and circumstance, will involve the participation of local clergy, city, county, and state dignitaries, Veteran's posts and auxiliaries, all branches of the Armed Forces, the Miami-Dade Police and Fire Departments, the Florida Highway Patrol, local Senior High School JROTC Units, Youth Groups, Scout Troops, and Local Community and Civic Organizations.

*Recognition:* Special presentations will be given to Honoree Veterans, community organizations, and/or special guests throughout the service.

*Refreshments:* Light refreshments will be available for all participants and attendees at the conclusion of the service.



THE CITY OF NORTH MIAMI BEACH  
proudly presents it's

# Memorial Day Service

**Monday, May 25, 2015**  
**10:00 A.M.**

**ALL WARS MEMORIAL PARK ♦ 16500 NE 16<sup>TH</sup> AVENUE**

To RSVP please call the Parks and R.E.C. Administrative Office  
at (305) 948-2957 Monday - Friday, 9:00AM - 5:00PM.



City of North Miami Beach  
17011 NE 19 Avenue  
North Miami Beach, FL 33162  
305-947-7581  
www.citynmb.com

**MEMORANDUM**

 **Print**

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**TO:** Mayor and City Council  
**FROM:** Jose Smith, City Attorney  
**VIA:**  
**DATE:** Tuesday, April 21, 2015

---

**RE:** Litigation List

---

**BACKGROUND ANALYSIS:** As of April 21, 2015

**RECOMMENDATION:**

**FISCAL/BUDGETARY IMPACT:**

---

**ATTACHMENTS:**

▣ [Litigation List](#)

**TO: Mayor and City Council**  
**FROM: Jose Smith, City Attorney**  
**DATE: April 21, 2015**

---

**LITIGATION LIST**

**I. Civil Rights:**

**II. Personal Injury:**

**III. Other Litigation:**

**IV. Forfeitures:**

<b><u>CNMB v Williams/Best Car Financial</u></b>	<b>SETTLED</b>
<b>One 2011 Jaguar XJ</b>	

**V. Mortgage Foreclosures:**

<b><u>Beal Bank v CNMB (Mangas, et al)</u></b>	<b>PROPERTY SOLD</b>
------------------------------------------------	----------------------

<b><u>Nationstar Mortgage v CNMB (Joseph, et al)</u></b>	<b>PROPERTY SOLD</b>
----------------------------------------------------------	----------------------

**VI. Bankruptcies:**

**\*New Cases**



City of North Miami Beach  
17011 NE 19 Avenue  
North Miami Beach, FL 33162  
305-947-7581  
www.citynmb.com

## MEMORANDUM

 [Print](#)

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**TO:** Mayor and City Council  
**FROM:** Jose Smith, City Attorney  
Richard G. Lorber, Assistant City Manager  
**VIA:**  
**DATE:** Tuesday, April 21, 2015

---

**RE:** Discussion Item - Maule Lake Floating Homes

---

**BACKGROUND ANALYSIS:** See attached staff memo.

**RECOMMENDATION:** The Administration seeks guidance on this matter, and requests that the Council provide staff with direction.

**FISCAL/BUDGETARY IMPACT:** N/A

---

**ATTACHMENTS:**

- ☐ [Staff report](#)
- ☐ [Attachments](#)
- ☐ [2014 review comments](#)



## ***City of North Miami Beach, Florida***

---

**TO:** Mayor and City Council

**FROM:** Jose Smith, City Attorney  
Richard G. Lorber, Assistant City Manager

**DATE:** April 21, 2015

**RE:** **Discussion: Maule Lake Floating Homes**

---

Many questions have been raised by the Dutch Docklands floating homes project proposed for Maule Lake. Staff has researched the various aspects of the City Code regulations, and makes the following findings.

The land in question, a portion of Maule Lake, is privately owned submerged land. The property was a rock quarry; subsequently, fill was dug out of Maule Lake to help develop the Eastern Shores subdivision adjacent to the lake. The property does not have an official zoning designation from the City of North Miami Beach. Under Section 24-32 of the City Code, where parcels of land have been inadvertently excluded from a zoning district classification, they shall be classified as RS-1 Residential Single-Family until rezoned. On the Comprehensive Plan Future Land Use Map, the property is designated as Open Water and Transportation Corridors, a category that includes those areas consisting of open water lakes and canals as well as transportation corridors which are otherwise undesignated on the future land use map.

This combination of Comprehensive Plan designation and zoning (unzoned; RM-1 by default) means that the property requires City land use action to make the property conform to City regulations. Staff identifies at least three potential policy responses to the Dutch Docklands proposal.

1. Rezone/redesignate Maule Lake parcels as Conservation/Water as the City of Aventura has done. The City of Aventura has its privately owned water bodies designated "Water" in its Future Land Use Map (FLUM), and Conservation District on its zoning map. Aventura adopted that zoning 15 years ago, in 1999. This limits the uses permitted in these private open water areas to recreational and commercial boating facilities, passive outdoor recreational uses, fishing, boating and camping facilities, and other water-oriented uses not in conflict with water management and wildlife protection. While this would likely preclude residential development, this designation does not preclude development of recreational, boating, camping, or other similar uses. These uses may be acceptable, but may also have potential negative impacts to surrounding residential properties.

Staff is prepared to proceed in this direction with proposed amendments as described above. Note that the City Attorney's Office will have input on the ramifications of such a policy direction, in terms of potential "property rights" challenges, if any.

2. Process the expected application for rezoning as a Planned Unit Development (PUD).

The Planned Unit Development (PUD) mechanism is an option within the City Code which can be used to permit large scale development, and which permits flexibility in the use and design of structures and land (The applicant, during a preliminary staff review, indicated that their intention is to submit the project as a Planned Unit Development.) This mechanism would permit the rezoning of the property to be tailored to the proposed floating home residential project, and is the vehicle for the City to review the application and ensure that the City's concerns and desires are met.

Even with the PUD designation, there would still be a need for certain variances or zoning code amendments, as the conceptual floating home concept is novel and not permitted by the present code requirements. For example, City Code Section 24-62(G) specifies that in a PUD, "every residential unit or permitted use shall have direct access to a public street via a private road, common easement or other area dedicated or reserved for public use." This provision would need to be amended to permit homes to be built without direct access to a public street.

3. Retain the existing default RM-1 residential zoning. As detailed above, by default this unzoned land is considered RM-1 Residential Single Family zoning. As the proposed floating home project consists of single-family dwelling units, it is conceivable that the project could move forward under current zoning, rather than as a PUD. However, a Comprehensive Plan Future Land Use Map amendment would still be required, and staff expects that variances or code amendments would be required, to satisfy all the requirements of the existing land development code, for example with respect to calculation of density on submerged lands, and for the location of the required parking off-site.

These options are provided as the basis for a preliminary discussion. No formal application for rezoning or site plan approval has been submitted to the City from Dutch Docklands, and there is not enough information on the full details of any proposal for staff to be able to formulate a recommendation at this time. Questions raised previously by staff regarding technical issues and planning consideration have not been answered satisfactorily to date. No information has been provided regarding the proposed size and location of the required parking. Compliance with environmental regulations has not been demonstrated, and there are outstanding issues related to the location of the South Florida Water Management District canal easement, which runs directly through the proposed development area.

Staff expects that the next step in this process would involve meeting with the owner/applicant to learn more about the proposed project and to identify areas of concern to surrounding residents and potential solutions and possible alternatives. At that time, staff would be able to begin preparing a response and recommendation to the Mayor and Council.

*Discussion: Maule Lake Floating Homes*

*April 21, 2015*

*Page 2*

**Comprehensive Plan Text Amendment, Amending the Future Land Use Element to add  
“Water” as a Land Use Category Designation.**

**Policy 1.8.2**

The following land use densities, intensities and approaches shall be incorporated in the Land Development Code. Building height is defined as the vertical distance above the centerline of the adjacent fronting road to the highest point of the building, except that in a Special Flood Hazard Area (SFHA) the building height shall be measured from the minimum finished flood elevation required in the SFHA, less those structures permitted elsewhere in these regulations to extend beyond the height of the building. Home occupation uses are conditionally allowed in all residential categories.

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~~Open w~~Water and transportation corridors: This category includes those areas consisting of open water lakes and canals ~~as well as transportation corridors which are otherwise undesignated on the future land use map.~~ The areas that are designated Water on the Future Land Use Map reflect natural and man-made bodies within the City. These areas provide numerous benefits to the City of North Miami Beach and are an important component of the City’s multi-modal transportation network, stormwater drainage infrastructure, and natural and built environments. The use of these areas shall be limited to recreational and commercial boating facilities and uses (including water taxis and ferries), the provision of open space and urban relief; recreation, waterways, wetlands, flood control, stormwater drainage and storage, and natural resource protection and enhancement, and comply with the requirements of Chapter 24, “Environmental Protection...” of the Miami-Dade County Code of Ordinances. Development in or above areas designated “Water” that will diminish these functions will be prohibited, and development and redevelopment adjacent to these areas shall include provisions to enhance these functions where appropriate.

**AMENDING CODE OF ORDINANCES, ADDING CONSERVATION ZONING DISTRICT TO LIST OF ZONING DISTRICTS**

**AN ORDINANCE AMENDING CHAPTER XXIV, ZONING AND LAND DEVELOPMENT, ARTICLE V, ZONING USE DISTRICTS; CREATING SECTION 24-59 ADDING CONSERVATION ZONING DISTRICT TO THE LIST OF ZONING DISTRICTS, OF THE CODE OF ORDINANCES OF THE CITY OF NORTH MIAMI BEACH, FLORIDA; PROVIDING FOR THE REPEAL OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR THE CODIFICATION OF THIS ORDINANCE.**

Sec. 24-59 - Conservation Zoning District

Conservation Zoning District

The Conservation (CNS) District is intended to provide for only those uses compatible with the continuing conservation of the natural resources located within the district This zoning district may be applied to land designated on the City's Future Land Use Map as Water or Parks and Recreation.

Uses Permitted: No building or structure or part thereof within the district shall be erected altered or used or land used in whole or part for other than one or more of the following specific uses:

- a) Passive Outdoor recreational uses such as wildlife sanctuaries and feeding stations nature centers and trails outdoor research stations and walkways;
- b) Fishing boating and camping facilities;
- c) Structures used for flood control drainage and water storage;
- d) Wetlands;
- e) Uses which do not impair the natural environment or disturb the natural ecosystem of the area and which are not in conflict with applicable water management and wildlife protection policies of local state and federal agencies;
- f) Waterways.



**CITY OF NORTH MIAMI BEACH - PUBLIC SERVICES DEPARTMENT  
INTEROFFICE MEMORANDUM**

**PAGE 1 OF 2**

**ENGINEERING**

**TO: Carlos Rivero, City Planner**  
**FROM: Jose Casio, Civil Engineer**  
**DATE: July 9, 2014**

**RE: TRAD COMMENTS for Dutch Docklands**

**SITE PLAN REVIEW COMMENTS:**

**A. General**

1. Plan must include the port of entry from the mainland to the islands, show amenities, parking, terminal building, dock, etc.
2. Secure perpetual cross access, lease agreement with another property if port of entry facility will be on another property.
3. Conduct a traffic study to determine potential impact to the existing roadways leading to the port of entry and potential or proposed roadway improvements.
4. Meet with the permitting agencies such as DRER (DERM), FDEP, Corp of Engineer SFWMD, etc. as early as possible for permit requirements.
5. How will the islands be drained of stormwater runoff? Drainage system, especially system with outfalls, proposed for the properties, including the port of entry facility, must be designed by a Civil Engineer certified in State of Florida and drainage system must comply with environmental requirements for water quality.
6. See paving & drainage permit requirements below. Comply with these requirements prior to submittal and approval of permit.

**ENGINEERING (PAVING & DRAINAGE) PERMIT APPROVAL REQUIREMENTS:**

1. Submit two (2) sets of Engineering Plans (Paving, Grading and Drainage). Plans must be signed and sealed by a State of Florida certified Engineer and must be **stamped approved by Miami-Dade County, DRER (DERM)**. Plans must show at least, but not limited to the following:
  - Existing and proposed elevations around the property and adjacent public right-of-way, rim elevations, to indicate that the storm water run-off will be kept within the property and not allowed into the public right-of-way and adjacent properties.
  - Tributary areas for each catch basins or indicate flow of run-off to catch basins.
  - Profile and standard detail drawings of drainage facilities, cross-section showing elevations and dimensions per design calculations.
  - Profile and standard detailed drawings of proposed pavement, curbing, and ADA compliant handicap parking stalls, ramps, and sidewalk and driveway constructions.
  - Dimensions of sidewalks, driveways, parking stalls, parking aisles, medians, islands, setbacks per City of North Miami Beach standard specifications.

- Traffic signs and pavement markings.

**PAGE 2 OF 2**

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**RE: TRAD COMMENTS for Dutch Docklands**

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- Locations and points of discharge of rain leaders or connection to catch basins or drainage structures.
2. Submit two (2) sets of Drainage Calculations, signed and sealed by an Engineer. Drainage Calculations must specify design criteria and must include all maps, charts, tables, and sources to support parameters used in calculations. Drainage calculations must be based on **5-year Storm, 10 minutes time of concentration (Intensity = 6.20 inches/hr.)**
  3. Submit two (2) original sets of S.F.W.M.D Usual-Open-Hole Percolation Test, signed and sealed from an approved testing laboratory, 15' deep test hole at location of proposed exfiltration trench. Percolation rate from this test must be used for the drainage design. This will only be required if an exfiltration trench will be used.
  4. Minimum exfiltration trench must be 15' deep, 4 feet wide and 25 feet in length.
  5. Minimum sump for structure with baffle is 42" and 24" without a baffle.
  6. Submit **Letter of Substantial Compliance** from Engineer of Record and As-built (for work on public right-of-way only) drawing from certified surveyor prior to sign off of the final inspection & Certificate of Occupancy.
  7. Provide Erosion & Sediment Control Plan.
  8. Provide FDEP CGP permit. [www.dep.state.fl.us/water/stormwater/npdes/](http://www.dep.state.fl.us/water/stormwater/npdes/) or call (850) 297-1232.

CC: Jeff An, P.E., Assist. Dir. Of Public Utilities



**CITY OF NORTH MIAMI BEACH  
INTEROFFICE MEMORANDUM**

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**TO: Public Hearing Applicant**  
**FROM: Carlos M. Rivero, City Planner**  
**DATE: July 10, 2014**

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**SUBJECT: Zoning comments for Amillarah Islands site plan review (Item 14-011)**

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Per the TRAD Meeting of July 10, 2014, the Planning and Zoning Department offers the following comments:

1. All comments from all reviewers must be addressed prior to scheduling for P&Z Board. Once all comments have been addressed, the applicant shall contact the Planning and Zoning Department to schedule a continuing application meeting, at which time the completeness of the comment responses will be verified and a Planning and Zoning Board date will be assigned.
2. This project must include an upland component to include two parking spaces per residence, fully enclosed solid waste and recycling facilities, boat slips to accommodate guest / concierge ferry boat, police/emergency services boat and resident boats when coming to land.
3. A detail of the anchoring method must be provided. What happens during a tidal surge?
4. Due to the sensitive nature of this project, the courtesy notice radius shall be increased to 1,000 feet.
5. At this time, our code does not permit the use of submerged lands to be used in calculating gross density. You technically do not have any contiguous "land" to calculate your density. See below:

(4) **Type C PUD Overlay Area:** Sites within the Type C PUD Overlay Area having at least two and one-half (2.5) gross acres of contiguous land area are limited to six (6) stories and fifty (50) units per gross acre. Additional height and density bonuses may be made available which may result in a maximum height and density not to exceed twelve (12) stories and seventy-five (75) units per gross acre.

6. Section 24-47(D)(9)(c) prohibits houseboats "on or adjacent to any of the waterfront lots in the subdivision."
7. The disposal of sanitary waste must be clearly identified.
8. The C-9 Canal easement runs through the center of the "subject site" shown on your survey. You cannot occupy the easement.
9. This project may affect the Oleta River Overlay District (Article VII) and its regulations shall be observed. Pay special attention to the highlighted conditions. The adjacent C-9 Canal runs through the property as indicated in comment #6. Additionally, septic systems are prohibited. See below:

## ARTICLE VII OLETA RIVER OVERLAY DISTRICT

### **Sec. 24-70 Purpose and Location**

(A) *Purpose.* To insure the environmental protection of the Oleta River waterfront and adjacent waters, particularly the endangered flora and fauna located therein, through an overlay district that imposes additional standards to those of the underlying districts as shown on the Zoning Map and described in Article V.

(B) *Geographic Location.* This district shall extend one hundred (100) feet inland from the ordinary high water level of the Oleta River wherever it abuts land with the City of North Miami Beach, plus the entirety of any such tracts located south of State Road 826.

### **Sec. 24-71 Site Development Regulations**

In addition to the provisions of the underlying zoning district, the following provisions shall apply, superseding the regulations of the underlying district where in conflict; and City Comprehensive Plan policies that are more restrictive shall also apply:

(A) *Development.* No principal building shall be located within fifty (50) feet of the ordinary high water level and no parking facility shall be located within the zone.

(B) *State Park Protection.* Any applicant for a development permit on land adjacent to the Oleta River State Park Area shall submit an environmental impact study to the City demonstrating that the development will have no negative impact upon the Park Area; the Director shall provide the criteria for such an impact study.

(C) *Marinas and Boat Docks.*

(1) No marinas shall be permitted in the River.

(2) No new docks or other new structures shall be permitted in the River or adjacent canals.

(3) A no-wake zone shall apply to the River within the district.

(D) *Waterfront Vegetation.*

(1) No beaches shall be permitted on the River.

(2) Within fifty (50) feet of the water, a regulated buffer strip shall be maintained. No mangroves or other native plant material shall be cleared therein unless permitted by Miami-Dade County under Chapter 24 of the County Code of Ordinances.

(3) Additional native plant material shall be used where necessary to provide the fifty (50) foot vegetative buffer. The City Department of Community Development shall maintain a list of acceptable native and Xeriscape plant materials.

(4) No paths shall be cleared to the water unless it meets Miami-Dade County Shoreline Development Review Committee criteria.

(5) Any mitigation plan relative to mangroves and other protected native species shall require approval by the City Community Development Director and Florida Department of Environmental Protection (DEP).

(E) *Detention.* Run-off from a twenty-five (25) year, twenty-four (24) hour storm shall be detained onsite.

(F) *Pollution.*

(1) The use of insecticides and fertilizers shall be limited to those chemicals used by the DEP in the Oleta River State Park. Updated by Ordinance No. 2011-5 (4/26/2011); 2011-9 (9/6/2011); Ord. No. 2011-10 (9-6-2011);

(2) Septic tanks are prohibited.

(G) *Bottom Vegetation*. No dredging or other action impacting bottom vegetation shall be permitted.

### **Sec. 24-72 Review Procedures**

(A) *City Review*. The applicant shall demonstrate compliance with the above standards at the time of site plan review or if this is not applicable, then building permit review.

(B) *County Review*. All such applications shall also require approval by the County Shoreline Development Review Committee.

10. Be sure your request for a PUD responds to all items listed on Section 24-60. See highlighted portions below:

### **Sec. 24-60 Purpose**

The purpose of this district is to promote the recommendations of the Smart Growth North Miami Beach: A Vision for the Future September 2005, the planned development of large projects, by allowing greater freedom of design, by improving the opportunity for flexibility and creativity in land development, by limiting the expenditure of public funds, and by achieving the intent of land use regulations. Specifically, this district shall to the extent they are applicable and reasonably feasible:

(A) Allow diversification of uses, structures, and open spaces when not in conflict with existing and permitted land uses on abutting properties.

(B) Reduce improvement costs through a more efficient use of land and a smaller network of utilities and streets than is possible through the application of standards contained in conventional land development regulations.

(C) Conserve the natural amenities of the land, including privately owned internal water bodies, by encouraging the preservation of environmentally significant, scenic and functional open space, and by permitting, where appropriate, the entire site to count toward permitted gross density.

(D) Provide maximum opportunity for the application of innovative site planning concepts to the creation of aesthetically pleasing environments for living, shopping, and working on properties of adequate size, shape and location.

(E) Insure that development will occur according to the limitations of land use, site design, population density, building coverage, improvement standards, and construction phasing as authorized through the approval of a comprehensive site development plan.

(F) Create and/or enhance community benefiting assets. These community benefiting assets can include: parks, cultural institutions, public art, open space, gazebos, fountains, plazas, seating areas, colonnades, and shaded landscaped areas, or similar.

(G) Address needs for affordable housing by providing various housing types and price ranges or contributing to an affordable housing fund.

(H) Foster walkability by interconnecting to the network of pedestrian friendly streets, by creating a network of sidewalks within their property, and by creating or enhancing community benefiting assets within their development.

(I) Promote distinctive, attractive P.U.D. projects with a strong sense of place through its unique architecture, site planning, walkability, connection to a variety of transportation choices, enhancement of neighborhood identity, and its choice of landscape materials, or similar.

(J) Assist the City in accomplishing its park and open space goals by contributing impact fees, creating rooftop gardens, creating recreation, park and open space opportunities.

(K) Create quality of place through building and supporting the local economy, through nurturing and defining neighborhood identity, fostering frequent and meaningful contact, creating improved accessibility, promoting a sense of comfort, and drawing a diverse population.

(L) Assist in providing a variety of transportation choices by providing bicycle amenities, by accommodating various modes of transit, shelters, stops and stations, by assisting in making roadways on-site and off-site pedestrian friendly, aesthetically pleasing, and bicycle friendly, and through its use of transit oriented design.

/cmr



**CITY OF NORTH MIAMI BEACH- PUBLIC SERVICES DEPT.  
INTEROFFICE MEMORANDUM**

*Engineering*

**TO: CARLOS RIVERO, CITY PLANNER**

**FROM: KARIM ROSSY, CHIEF ENGINEER**

**DATE: July 9, 2014**

**RE: TRB COMMENTS – AMILLARAH PRIVATE ISLANDS**

**General:** Proposed 30 floating islands with 29- 2-story single family residences and one amenity island. Details are very preliminary at this time as relates to water, sewer and fire protection accommodations.

**Water:**

- This property lies within the City of North Miami Beach water service area, however this project calls for advanced fresh water collectors and advanced filtration systems.
- Subaqueous water lines are not being contemplated at this time.
- It is not clear how fire protection will be dealt with and or how the Florida Administrative Code addresses fire protection for small islands, if at all.
- Miami-Dade County Fire Department approval is required for adequacy of fire protection for the site.

**Sewer**

- The project calls for a biological sewage facility located on each island. Said facility would have to be approved by DERM/DEP and or DOH.

**Other**

- Where will motor vehicles be parked at on the mainland?
- Where will boats be able to park at for ferrying between mainland and the islands?
- How does the 200 foot C-9 Canal easement that runs through the project get vacated?
- Is there a sister project for the submerged land on the Aventura side of the Lake?

**Cc: Jeff Huren An, P.E., PhD, Asst. Director of Public Utilities  
Ariel Valdes, Utilities Engineer II**

**CITY OF NORTH MIAMI BEACH**  
**Public Works Department**



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**To:** Carlos Rivero, City Planner

**From:** Van Harrington, Operations Manager of Public Works  
Brian Sturtz, Division Superintendent of Public Works

**CC:** Esmond Scott, Director of Public Works

**Date:** 7/9/2014

**RE:** Dutch Docklands (Floating Islands)

---

**Comments:**

1. Garbage and recycling materials produced from the islands are to be taken to a designated staging area, on dry land, placed in an approved structure/enclosure accessible by a commercial front loading garbage truck
2. The City of North Miami Beach, Public Works Department, Solid Waste Division shall provide service to the designated enclosure and properly dispose of said waste items
3. Garbage and Recycling enclosure shall include but are not limited to the following:
  - a. Enclosure shall be large enough to house both garbage and recycling containers constructed of reinforced CBS block
  - b. Enclosure shall be roofed with roll up service door 10 feet tall x 10 feet wide minimum with a standard side entry door
  - c. Enclosure floor shall be 6 inch thick concrete with a 6 inch sanitary drain and spigot. Service entrance shall include a 10 foot x 4 foot concrete apron
  - d. Enclosure to include interior light and air conditioned
  - e. Interior walls of enclosure to be protected by concrete bollards 4 inches in diameter and 4 feet high
  - f. Garbage and recycling containers to be purchased by Dutch Docklands or one of their agents. Garbage dumpster shall be a vertical compactor serviced by the City of North Miami Beach Solid Waste Division



City of North Miami Beach  
17011 NE 19 Avenue  
North Miami Beach, FL 33162  
305-947-7581  
www.citynmb.com

## MEMORANDUM

 [Print](#)

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**TO:** Mayor and City Council  
**FROM:** Ana M. Garcia, City Manager  
**VIA:** Jose Smith, City Attorney  
Mac Serda, Deputy City Manager  
**DATE:** Tuesday, April 21, 2015

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**RE:** Resolution No. R2015-20 (Jose Smith, City Attorney, Mac Serda, Deputy City Manager)

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**BACKGROUND ANALYSIS:**

The North Miami Beach City Council wishes to review and revise the policies and procedures governing travel expenditures and at the request of the City Council, the City Attorney has reviewed the current travel expenditure policy for travel by Elected Officials and recommended that the City establish policies and procedures for allowable travel expenses that have been incurred for a legitimate identifiable public purpose.

**RECOMMENDATION:**

Approval of the Resolution is recommended.

**FISCAL/BUDGETARY IMPACT:**

The proposed resolution is not expected to have a material fiscal impact.

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**ATTACHMENTS:**

- ❑ [Resolution 2015-20](#)
- ❑ [Exhibit A](#)

**RESOLUTION NO. R2015-20**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL  
OF THE CITY OF NORTH MIAMI BEACH, FLORIDA,  
ESTABLISHING A COMPREHENSIVE POLICY  
GOVERNING TRAVEL EXPENDITURES FOR THE  
MAYOR AND CITY COUNCIL.**

**WHEREAS**, the North Miami Beach City Council wishes to review and revise the policies and procedures governing travel expenditures; and

**WHEREAS**, the City unanimously adopted a Strategic Plan that identified the City's Mission as providing "excellent municipal services in a financially responsible" manner; and

**WHEREAS**, at the request of the City Council, the City Attorney has reviewed the current travel expenditure policy for travel by Elected Officials and recommended that the City establish policies and procedures for allowable travel expenses that have been incurred for a legitimate identifiable public purpose, (see the *Memorandum on Elected Officials Allowable Travel Expenses* dated July 18, 2014, attached hereto as Exhibit "A" and incorporated herein by reference); and

**WHEREAS**, in 2008 the Miami-Dade County Commission on Ethics (COE) conducted an extensive audit of Miami-Dade County municipal travel expenditure reimbursement policies; and

**WHEREAS**, the COE determined that since cities with minimal oversight and insufficient travel reimbursement policies create the "temptation to intentionally intermingle personal and city expenses" that "the mere perception of impropriety shakes the public's trust and confidence in its elected officials"; and

**RESOLUTION R2015-20**

**WHEREAS**, the COE strongly encouraged municipalities to create policies and procedures to guide elected officials and help avoid pitfalls as well as the “inherent danger of commingling personal and city business expenses”; and

**WHEREAS**, the City Council, in recognition of the potential for misuse of public funds desires to create a policy that complies with the recommendations made by the City Attorney addressing concerns raised by the COE; and

**WHEREAS**, the travel expenditure policy provided for herein implements those recommendations in the attached *Memorandum on Elected Officials Allowable Travel Expenses*; and

**WHEREAS**, the travel expenditure policy sets forth guidelines for expenses incurred as a result of a legitimate government business expense serving a public purpose, outlines expenses that would not be eligible, and provides for transparency by requiring signed acknowledgments pursuant to state law, receipts substantiating expenses; and

**WHEREAS**, the City Council recognizes the important public benefits that can be served by travel to and from approved events by the elected officials; and

**WHEREAS**, the Mayor and City Council hereby establish the following Comprehensive Policy Governing Travel Expenditures.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of North Miami Beach.

**Section 1.** The aforementioned recitals are true and correct.

**Section 2. APPLICABILITY OF POLICY.**

In order to establish a fair and transparent process for travel expenditures paid for with City funds the City of North Miami Beach hereby establishes this Comprehensive Policy Governing Travel Expenditures for Mayor and Council. This policy shall apply to any travel expense incurred by the City's elected officials and paid for with City funds that is in excess of \$100.

**Section 3. PUBLIC PURPOSE.**

The reimbursement and/or expenditure by the City of North Miami Beach for any travel-related expenses incurred by the City's Elected Officials shall be for reasonable and necessary expenses incurred while engaged in activities or travel which serves a public purpose which benefits the City of North Miami Beach residents and property owners.

**Section 4. COMPREHENSIVE POLICY GOVERNING TRAVEL EXPENDITURES FOR MAYOR AND COUNCIL.**

Travel expenses, paid for with City funds, shall only be eligible for reimbursement/expenditure when there is a valid, identifiable public purpose, as provided for in Section 3. *Public Purpose.*

- Eligible travel expenses shall be reasonable and necessary expenses incurred while performing official duties or engaged in valid public purposes that directly benefit residents and property owners of North Miami Beach.
- Eligible events for travel expenditure/reimbursements shall include attendance while performing official duties that directly benefit residents and property owners at the following events, or similar events, including but not limited to:
  - Dade Days;

- Chamber of Commerce Conventions;
  - Florida League of Cities Conferences and Meetings;
  - Miami-Dade County League of Cities Conferences, Workshops and Meetings;
  - Public employees Pension seminars and conferences;
  - Committee on the Status of Women meetings; and
  - Legislative lobbying meetings.
  - Ethics education and training to comply with State and County regulations
- Ineligible travel expenses shall be expenses:
    - without an identifiable public purpose as provided for herein; or
    - in excess of \$25.00 not accompanied by receipts substantiating each expenditure;
    - or
    - Submitted without a signed travel reimbursement/expenditure request in a form to be provided by the City Manager in consultation with the City Attorney and an acknowledgement as required by Florida Statute 166.021(9)(c).
  - The City Council may designate through the budget process or otherwise by Resolution from time to time approved events which serve a public purpose.
  - Councilmember's may attend and be reimbursed other events using City funds where such events serve a public purpose as determined by the City Attorney and/or the Miami-Dade Commission on Ethics and Public Trust.

**RESOLUTION R2015-20**

- Any travel not considered to serve a public purpose by either the City Attorney, Commission on Ethics or as determined by the City Council shall not be reimbursed.
- The City Manager or his/her designee shall ensure that travel related funds are available for travel expenditures/reimbursement submitted in accordance with this policy.
- All meals and nonalcoholic beverages consumed during dates of travel will be reimbursed at the per diem rate provided by 41 CFR 301-11.6 as may be amended (the ‘Federal Per Diem Rate’) as published at <http://www.gsa.gov/portal/category/21287> by the U.S. General Services Administration for domestic travel or as published by the U.S. Department of State at [http://aoprals.state.gov/web920/per\\_diem.asp](http://aoprals.state.gov/web920/per_diem.asp) for foreign travel.

Per Diem reimbursement is subject to the following;

- On travel dates, per diem will be paid at 50% of the daily rate;
  - Per diem allowances shall be reduced for meals included with the registration of organized events, i.e. conferences, seminars, meetings, etc; and
  - Receipts are not required to substantiate meal allowances, and meals purchased in excess of the allowance will be reimbursed only at the per diem rate.
- Travel expenses that are paid with City funds will be posted on the City’s website.

**Section 5. EXCLUSIVITY.**

The matters set forth in this Resolution shall serve as the City's Comprehensive Policy Governing Travel Expenditures for Mayor and Council, and shall be posted prominently on the City's website.

**APPROVED AND ADOPTED** by the City of North Miami Beach City Council at the regular meeting assembled this \_\_\_ **day of** \_\_\_\_\_, **2015**.

ATTEST:

\_\_\_\_\_  
PAMELA L. LATIMORE  
CITY CLERK  
(CITY SEAL)

\_\_\_\_\_  
GEORGE VALLEJO  
MAYOR

APPROVED AS TO FORM &  
LANGUAGE & FOR EXECUTION

Sponsored by: Mayor & Council

\_\_\_\_\_  
JOSE SMITH  
CITY ATTORNEY

# **EXHIBIT "A"**



## City of North Miami Beach Memorandum

CITY ATTORNEY'S OFFICE  
Phone: (305) 948-2939  
Fax: (305) 787-6004

TO: Honorable Mayor George Vallejo  
Members of the City Council

CC: Ana Garcia, City Manager  
Pamela Latimore, City Clerk

FROM: Jose Smith, City Attorney

DATE: July 18, 2014

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**RE: Elected Officials Allowable Travel Expenses**

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I Need for Travel Expense Policy.

In 2008, the Miami-Dade County Commission on Ethics and Public Trust conducted an extensive audit of the policies and procedures (or lack thereof) used by the County and all 35 municipalities with regard to reimbursement of travel expenses. The audit found that these policies "often reveal less-than perfect systems, which are poorly administered and lacking sufficient oversight and review to insure taxpayer dollars are properly spent by officials only on official business."

Therefore, the Ethics Commission strongly recommended that:

" ... Miami-Dade County and each municipality should maintain clear guidelines outlining the specific policies, rules and procedures concerning expenses for "city-related business" and establishing proper limits for expenditures. Failure to do so invites repeated complaints from citizens and repeated transgressions. While there may always be the occasional "grey" area between what constitutes a legitimate government business expense, made for a "public purpose" and what a personal expense is, the vast majority of expenses are easily distinguishable and clearly identifiable."

A copy of the audit is attached.

## II. Legal Memorandum

### A. "Public Purpose" Council's Policy Determination

What constitutes a valid purpose is a question for the City Council as the legislative body to determine and its opinion carries a presumption of validity. <sup>1</sup> State v. Housing Finance Authority of Polk County, 376 So.2d 1158, 1160 (Fla. 1979). The question of "public purpose" involves the exercise of legislative judgment and is a matter peculiarly within the province of the City Council. <sup>2</sup> The determinative factors are the identity of the officer in question, the nature and scope of the particular duties and functions imposed by law upon that officer (both express and necessarily implied), and the purpose of the travel as detailed on the travel voucher and related forms. An officer's travel expenses may be paid from public funds only when the travel is for a public purpose authorized by law to be performed by the agency or official in question, is necessary for the conduct of official business of the city, and is necessary for the performance of the officer's official duties. Fla. AGO 79-105.

### B. Travel as "Public Purpose".

Where a public benefit to the city is not shown,<sup>3</sup> the travel expense must be disallowed. Travel expense payment by the public agency is allowed where public duties are performed by the official at an appropriate location consistent with the following directive from Joe Centorino, Executive Director of the Ethics Commission:

*"... If the trip services a legitimate public purpose connected to the official's official duties, then it is properly reimbursable. as are expenses directly*

<sup>1</sup> If legally challenged, the City Council's opinion will be deemed correct unless so "clearly erroneous as to be beyond the power of the legislature". Wald v. Sarasota County Health Facilities Authority, 360 So. 2d 763 (Fla. 1978); Nohr v. Brevard County Educational Facilities Authority, 247 So. 2d 304 (Fla. 1971); Price v. City of St. Petersburg, 29 So. 2d 753 (1947); State v. Monroe County, 3 So. 2d 754 (Fla. 1941). All doubts as to the propriety of means used in the exercise of an undoubted municipal power will be resolved in favor of the municipality. State v. Tampa Waterworks Co., 47 So. 358 (Fla. 1908).

<sup>2</sup> In its opinion #78-101, the Florida Attorney General recognized that: "...it is to be presumed that such approval will not be given in a perfunctory manner and that it will reflect the agency head's special knowledge of the authority and official duties imposed by law upon his agency and of what is necessary to carry out such prescribed duties and functions of that agency". (Emphasis added.)

<sup>3</sup> Examples in which travel of an elected official has been held not to constitute a "public purpose" include:

- Peterson v. Florida State Commission on Ethics, COE Complaint #09-153, per curiam affirmed (Fla. 2DCA 2013): Secretary of the Florida Department of Juvenile Justice misused his State-paid travel by incurring excessive travel costs. Mr. Peterman claimed that while he was at the Wildwood office that he met with children and parents of children concerning the care provided concerning the care provided by DJJ, met with staff in the various facilities in the middle region of Florida, and talked with persons waiting in the lobby of his office. However, Mr. Peterman's calendar did not account for a large amount of the time that he purportedly spent at the Wildwood office, and his testimony was vague, characterized by generalities rather than specifics.
- Costage v. Florida Commission on Ethics: COE Complaint #91-37: Safety Harbor City Commissioner Costage used public funds for his personal financial benefit to pay for his wife's travel with the commissioner, with no stated public with no stated public purpose for the trips, and he further failed to strictly enforce travel reimbursement policies of the City.
- Former Opa-Loca City Commissioner Terrence Pinder was arrested in 2006 for alleged misuse of his City-issued credit card to pay for 'non-City' hotel stays (some of the charges were later dropped and a settlement was reached for payment of fines).
- A former Mayor of South Miami was charged in 2006 with misuse of City funds for payment of her son's travel expenses in accompanying her to Tallahassee for "Dad's Days".

*related to the official. Most of the time this should not create much controversy, since these trips are known and arranged in advance by the city. However, the decision of an elected official, on his or her own, to take a side trip during a scheduled trip may raise questions regarding whether the side-trip is purely a personal trip or one connected to the official's duties. I think this is where some local practice or regulation should be adopted to clarify the procedure to be used. My own opinion (only an opinion, not a requirement) is that the best way to handle these matters is to have the City Commission officially sanction any city trip, preferably in advance, but at least at some point to say that this was a trip connected with official city business. Otherwise, it puts the Mayor on the spot to be approving these things, without really knowing for sure what was going on during the trip (if it was taken by another official) and, possibly, being exposed to criticism from someone questioning whether the trip was appropriate. In situations where a portion of the trip is purely recreational, and there are extra expenses incurred for that portion, then, of course, the practice should be to have that portion borne by the official rather than the city.<sup>4</sup>*

### III. RECOMMENDATIONS

1. Enact a Resolution establishing policies and procedures for allowable travel expenses.
2. Such travel expenses are reimbursable where there is a legitimate identifiable public purpose. Only reasonable and necessary expenses incurred while performing official duties that directly benefit residents and property owners in North Miami Beach shall be eligible for reimbursement.
3. Suggested permissible public purposes should be specifically identified in the Resolution. These may include but are not limited to Dade Days, Chamber of Commerce Conferences, Sister Cities Delegations, promoting economic and business development and other similar events. Any other purpose may only be authorized by a majority vote of the City Council.
4. The existing city "Travel Policy" dated November 7, 2012, along with the "Travel Authorization Form" should be amended and revised to comply with Florida Statute 166.021(9)(c) and require from the public official a signed acknowledgement that:

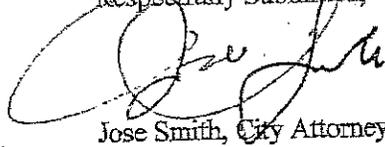
"The expenses were actually incurred by the traveler as necessary travel expenses in the performance of official duties and shall be verified by a written declaration that it is true and correct as to every material matter, and any person who willfully makes and subscribes any such claim that he or she does not believe to be true and correct as to every material matter, or who willfully aids or assists in, or procures, counsels, or advises the preparation or presentation of such a claim that is fraudulent or is false as to any material matter, whether or not such falsity or fraud is with the knowledge or consent of the person authorized or required to present such claim, commits a misdemeanor of the second degree, punishable as provided in

<sup>4</sup> (April 1, 2013 email from Executive Director to City Attorney Jose Smith)

s.775.082 or s.775.083. Whoever receives an allowance or reimbursement by means of a false claim is civilly liable in the amount of the overpayment for the reimbursement of the public fund from which the claim was paid... Travel expenses of travelers shall be limited to those expense necessarily incurred by them in the performance of a public purpose authorized by law to be performed by the agency and must be within the limitations prescribed in his section."

5. For transparency purposes, all travel reimbursements and supporting documents should be posted on the City's website.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Jose Smith", written over a faint circular stamp or watermark.

Jose Smith, City Attorney

L:\Jose's Documents\Memos\Memo re- Elected Official Travel Expenses.doc

### Introduction:

In July 2008, Coral Gables City Manager David Brown was charged with a civil violation of State Public Records Law for trying to keep public records from a local reporter who had uncovered questionable charges on Brown's city-issued credit card. Brown claimed he tried to keep receipts from his credit card statements from the reporter until he could add two new receipts for expensive lunches that were backdated to show he had reimbursed the city months earlier. As part of a settlement, Brown paid a \$500 fine and \$2,100 investigative costs.

A few months earlier, then-Miami City Attorney Jorge Fernandez was charged with a misdemeanor criminal offense stemming from, among other things, his use of \$1,500 from his city expense account to pay for his son's birthday party. Fernandez resigned from his position.

In November 2006, former Opa-Locka City Commissioner Terence Pinder was arrested and charged with three counts of Grand Theft and one count of Petit Theft. In July 2007 Pinder was further charged with three counts of Unlawful Compensation, one count of Official Misconduct and one count of Petit Theft. These criminal charges arose, in part, from Pinder's excessive misuse of his city-issued credit card to pay for personal meals, hotel stays and other "non-city business related" expenses.

In April 2006, a former South Miami Mayor was cited in an ethics complaint for using funds from her city "expense account" to pay the airfare for her minor son to accompany her to the "Dade Days" political event in Tallahassee.

Improprieties and transgressions regarding government-issued credit cards and expense accounts are not only problematic in Miami-Dade County. Last year, in Broward County's Cooper City, the City Commission was criticized for spending tax-payers' money on food and cocktails during "pre-Commission meeting" gatherings.

Earlier this year a report by the Government Accountability Office examined spending controls across the Federal government following reports of credit card abuse at departments including Defense, Homeland Security and Veterans Affairs.

The review of credit card spending at more than a dozen Federal departments from 2005 to 2006 found that 41% of roughly \$14 billion in credit-card purchases, whether legitimate or questionable, did not follow procedure — either because they were not properly authorized or because they had not been signed for by an independent third party as called for in federal rules to deter fraud. For purchases over \$2,500, nearly half — or 48% — were unauthorized or improperly received.

Frequently, the Miami-Dade County Commission on Ethics and Public Trust receives complaints from various citizens about how elected officials in their respective municipalities are using and, in citizens' minds abusing, their "expense accounts" or city issued credit cards.

Inquiries by the commission's Independent Advocate into different cities' policies often reveal less-than-perfect systems, which are poorly administered and lacking sufficient oversight and review to ensure taxpayer dollars are properly spent by officials only on official business.

These lax systems, often coupled with a reluctance on the part of management to seriously question the expenses of elected officials, facilitate not only the temptation to intentionally intermingle "personal" and "city" expenses, but can also snare the unwary as well.

Often the mere perception of impropriety shakes the public's trust and confidence in its elected officials. In light of what the Independent Advocate has observed as pervasive actual and/or perceived systemic waste and outright misuse of tax payers money by elected and other government officials on their own personal items, he has undertaken a countywide audit and review of the various policies utilized by the county as well as each of the 35 municipalities within the county in order to:

- A: Increase transparency for citizens as to the policies and procedures used by their local governments to provide elected officials with salaries, expense accounts, credit cards and other benefits.
- B: Examine the strengths and weaknesses, efficiencies and inefficiencies of the various policies used.
- C: Provide suggestions and feedback to the various governments where problems or potential deficiencies are identified.
- D: Provide notice to elected officials as to what pitfalls to avoid, as well as the inherent danger of commingling personal and city business expenses, so as to avoid ethical missteps and "appearance of impropriety" problems.

Florida Statute, section 112.061, recognizes that elected officials and government employees often incur travel related and other expenses in the performance of their official duties. It makes sense that whenever there is a proper "public purpose" associated with a public officials travel or other authorized expenses incurred in the performance of their official duties, they be entitled to reimbursement.

"Expense accounts", also called "expense allowances," are plans under which companies (and governments) reimburse employees for business-related expenses. These expenses include travel, entertainment and other expenses related to the employer's business activity. Generally, a company's expense account plan is either "accountable" or "non-accountable."

In an "accountable" plan, the expense must have a "business connection." The expenses must be substantiated (usually through a receipt) and any amount received by an employee in excess of actual expenses must be returned to the employer. "Substantiation" means that the employer must be able to identify the specific nature of each expense and determine that the expense was business-related.

If a company's plan is, in fact, an "accountable plan," then all money received by an employee under the plan is excluded from the employee's gross income. It is not reported as wages or other compensation, and it is exempt from withholding.

Companies that do not require employees to substantiate their expenses or allow employees to retain amounts in excess of substantiated expenses are considered by the IRS to have "non-accountable" plans. Funds that employees receive under "non-accountable" plans are treated as income and subject to withholding taxes. Such expenses are deductible by the employee only as a miscellaneous itemized deduction if they exceed 2 percent of the employee's adjusted gross income.

In the private sector, "non-accountable" plans are not objectionable as it is the right of each private business to allow these types of expense accounts if the individuals managing the company choose to do so. The individuals running the private company are the same individuals who are impacted financially by this type of policy and therefore the final decision rightfully rests in their hands.

It should be pointed out that it is not illegal to utilize a "non-accountable" plan in the public realm; however, such plans are objectionable. They clearly do not provide the transparency and accountability that should exist in government. These plans do not require elected officials to account for how money is spent. There is no mechanism in place to ensure that "non-accountable" expense money is spent on "government related business" only or, for that matter, is spent at all.<sup>1</sup> Tax-payers have the right to ensure their dollars are spent only on public matters and by these officials only in the performance of their public duties.

Furthermore, use of "non-accountable" expense accounts can be misused as a mechanism to circumvent Charter mandates regarding salaries paid to elected officials. Giving elected officials a taxable "non-accountable" expense account, for all intents and purposes, translates into a "salary" often passed as a resolution or as part of an overall budget. This practice can be easily perceived as a "back-door" method of providing salary supplements to elected officials in those jurisdictions where elected officials' compensation is determined by the Charter and an increase in salary requires voter approval.

#### Credit cards:

<sup>1</sup> "Non-accountable" plans allow an elected official or government employee recipient to simply take the "non-accountable" expense account money and put it in the bank or otherwise invest it for their own personal benefit.

Use of personal credit card for city purchases:

It is fairly obvious that you can not make personal purchases with your government issued credit card; however, the opposite is also problematic. The Ethics Commission's Independent Advocate has encountered at least two circumstances in the past where municipal government employees (usually involved with procurement) utilized their personal credit card to make city-related purchases. These were not just occasional, incidental purchases, but in fact were frequent, recurring and substantial -- sometimes involving hundreds of dollars. These individuals would, after receiving their personal credit card monthly statements, arrange either reimbursement to themselves for the city-related charges or have a city check issued to their credit card companies.

In emergency situations, it is understandable that an occasional city-related expense may be charged on a personal credit card and then later reimbursed to the employee. However, prolonged and consistent use of personal credit cards to purchase city related products raises a multitude of problems and is not recommended.

For example, by purchasing large quantities of government supplies on a personal credit card, the individual "benefits" by an improved credit rating since the government entity timely pays the substantial bills. Also, many times personal credit cards accumulate benefits like frequent flyer miles or "reward points" based on the amounts charged. Thus, an individual can amass significant personal benefits by charging government supplies and purchases on their personal credit cards.

Moreover, if the government employee is terminated or otherwise separates themselves from government employ at a time between monthly credit card statements, the employee could be liable for official charges incurred on the credit card prior to their separation from employment.

In another case, a municipal employee established a "business" credit card account in her own name and jointly in the name of the municipality. This employee utilized the card for city related purchases; however, the card was in her name and there was no oversight by the municipality as to her use of it. The monthly bill was sent to the City.

Frequently, we have encountered situations where officials and/or employees charged personal items on their government-issued credit cards and then later reimbursed the city once their monthly statement arrived.

In the opinion of the Ethics Commission's Advocate, this is an improper use of a city-issued credit card, regardless of the fact that reimbursement is timely made. Charging personal items on government issued credit cards is a misuse of the credit card. In addition, it amounts to a "loan" to the elected official. For the period of time between making the charge and paying back the city, the government entity essentially "fronted" the money to the official. The best practice to follow is to ensure that personal charges and government-related expenses are not commingled. Frankly, it is not all that difficult to keep personal credit cards separate from government credit cards. Accordingly, there is really no excuse for charging personal expenses on a government card. The line between personal expenses and government-related expenses should be so obvious to the average person that defining it seems redundant. Unfortunately, that is not always the case. Certainly no government officials should be utilizing their expense accounts or government credit cards to defray their everyday costs of living. Paying for a child's birthday party with

expense account money is clearly an abuse of an expense account as any rational and reasonable person would conclude that the overriding purpose of having a birthday party for your child is "personal" and not "business." In Florida State Ethics Commission (SEC) case NO. 93-0313EC, the SEC held that it was improper for an elected official to use expense account funds to pay \$11.25 for the dry cleaning of a necktie that was stained while the official was attending a city-related dinner.<sup>2</sup>

Similarly, if the elected official is traveling on legitimate government related business, it is improper to utilize "expense account" funds to pay for the travel of a friend, spouse or family member who might be accompanying the government official. The purpose of the official's trip is business for *them* while the purpose for the guest's trip is clearly not.

Miami-Dade County and each municipality should maintain clear guidelines outlining the specific policies, rules and procedures concerning expenses for "city-related business" and establishing proper limits for expenditures. Failure to do so invites repeated complaints from citizens and repeated transgressions. While there may always be the occasional "grey" area between what constitutes a legitimate government business expense, made for a "public purpose" and what is a personal expense, the vast majority of expenses are easily distinguishable and clearly identifiable.

It is highly recommended that all elected officials sign an acknowledgment indicating that they have received, read and understood the policies regarding credit card and expense account usage with respect to their individual governments. These signed acknowledgements should be on file with the respective clerks of each city. "Non-accountable" expense accounts should not be utilized by government entities.

#### Conclusion:

In closing, the citizens of Miami-Dade County as well as those of all the cities contained within the County ought to be aware of the policies and procedures used by their local governments to provide elected officials with salaries, expense accounts, credit cards and other benefits. Citizens are entitled to know how their money is spent.

Our examination of the various "expense account" methods utilized throughout the county leaves us to conclude that "non-accountable" expense accounts offer the least transparency and, in fact, when treated simply as taxable income, may be perceived as "salary supplements" in those jurisdictions where officials' salaries are mandated by their charter.

There is an inherent danger in commingling personal and city business expenses. Thus, individuals and governments should take steps to provide their officials with clear guidelines so as to avoid ethical missteps, "appearance of impropriety" problems and, as is occurring with more and more frequency, criminal prosecutions.

<sup>2</sup> This SEC ruling was later overturned by the Third District Court of Appeal in *Kimber v. State of Florida Commission on Ethics*, 654 So.2d 1007 (3<sup>rd</sup> DCA 1995). This case highlights the problems inherent in not having clear guidelines as to what is or is not a reimbursable expense.

### Local Government Compensation Packages:

The following represents a breakdown of the various salary and benefits paid to elected officials throughout Miami-Dade County along with the methods utilized for expense allowances and reimbursements. This information was obtained directly from the administrators within each city and the county.

#### CITY OF AVENTURA

The City of Aventura's mayor receives a base salary of \$10,000 per fiscal year. The commissioners receive compensation in the amount of \$7,500 per fiscal year.

The mayor and commissioners receive reimbursement for authorized travel and per diem expenses incurred in the performance of their official duties in accordance with State law.

In 2007, the mayor received \$4,662.56 in taxable expense reimbursements. Commissioners received taxable expense reimbursement ranging from a low of \$1,169.79 to a high of \$4,702.56.

#### VILLAGE OF BAL HARBOUR

The Village of Bal Harbour's mayor received a salary of \$1,800 in 2007. The council members received a salary of \$1,200 in 2007.

Neither the mayor nor council members received any reimbursements, taxable or non-taxable, in 2007.

There are no allowances or expense accounts given to council members or the mayor. The Village Manager is authorized to purchase Medicare supplement insurance policies for council members so as to provide Medicare supplement insurance coverage for any council member who leaves the Village Council after two consecutive terms of office and is eligible for Medicare at the time of leaving the council. The Village's cost for purchasing such coverage is limited so that such cost is not greater than the Village's then prevailing cost for providing group health insurance coverage to individual council members. (This graf seems extraneous.)

#### BAY HARBOR ISLANDS

Bay Harbor Island's mayor receives a salary of \$1.00 per year, which is donated in a ceremonious gesture. The council member's receive a salary of \$1.00 as well. It is also donated in a ceremonious gesture. They do not have any allowances or expense accounts.

Council members and staff are reimbursed only when traveling on behalf of the town, as follows:

1. The maximum reimbursement for meals is \$50 per day;
2. Mileage is paid pursuant to the rate established by the IRS for the calendar year in which travel occurs;
3. The maximum reimbursement for rental cars, if necessary, shall be no more than the standard mid-size car rate;

4. The maximum reimbursement for lodging is no more than the group rate set by the conference or other organizers. If no group rate exists, lodging shall be no more than the standard room rate at a moderately priced hotel; and
5. All incidental travel expenses such as bridge, road tolls, taxi fares, parking fees, etc., shall be reimbursed at full cost.

Requests for travel shall be submitted in advance, whenever possible, for council approval. All of the aforementioned expenses shall be submitted to the town in writing and each expense shall be separately enumerated. Said writing shall contain the following sworn statement: "The Expenses were actually incurred by the traveler as necessary travel expenses in the performance of official duties and are true and correct as to every material matter." The writing must also have attached to it a receipt for each expense item. This section must be fully complied with as a condition precedent to reimbursement for travel expenses.

#### VILLAGE OF BISCAYNE PARK

In 2007, the Village of Biscayne Park's mayor received a salary of \$6,000. Commissioners Anderson, Mallett and Morris received a salary of \$3,000 and Commissioner Bernard received a salary of \$750 since he took office in the last quarter of the year. None of the elected officials received reimbursement for expenses.

The mayor and commissioners receive reimbursement in accordance with state law, or as may be otherwise provided by ordinance, for authorized expenses incurred in the performance of their official duties. None of the elected officials receive any allowances, expense accounts or credit cards for use in village-related business.

#### CITY OF CORAL GABLES

The City of Coral Gables' mayor receives a salary of \$32,000, the vice mayor a salary of \$28,000 and each of the commissioners a salary of \$26,000. All increases in compensation for elected officials are tied to the annual increase in the Consumer Price Index (CPI) for urban wage earners and clerical workers from the preceding July, and shall be ratified by the commission at a public hearing, with such increase retroactive to the beginning of the fiscal year.

Each commissioner receives an expense allowance of \$400 per month (\$4,800 per annum), and the Mayor receives an expense allowance of \$500 per month (\$6,000 per annum).

The travel allowance for each commissioner is fixed at \$1,200 per annum, and travel expenses for the Mayor are fixed at \$1,800 per annum. In 2007, the mayor incurred and was reimbursed for \$1,591.48 in travel expenses. The mayor was the only elected official who received reimbursement for travel.

The mayor's office allowance for secretarial, telephone, postage and like expenses is fixed at \$100 per month.

#### TOWN OF CUTLER BAY

In 2007, the Town of Cutler Bay's mayor received a salary of \$12,000. Each council member received a salary of \$5,000. Salary payments are increased by the CPI annually.

Council members also received \$1,200 in the form of an annual expense allowance.

Elected officials and authorized employees of the town receive reimbursement in accordance with applicable law, or as may be otherwise provided by ordinance, for authorized expenses incurred in the performance of their official duties.

In 2007, the mayor received non-taxable reimbursements totaling \$422.68. Council Member Sochin received non-taxable reimbursements totaling \$3,967.68. Council Member Meerbott received non-taxable reimbursements totaling \$650.18. And Council Member Bell received non-taxable reimbursements totaling \$2,761.50.

### CITY OF DORAL

The City of Doral's mayor receives compensation in the amount of \$50,000 per fiscal year. Council members receive compensation in the amount of \$12,000 per fiscal year. Compensation for council members and the mayor shall be increased each calendar year consistent with the CPI. The council also receives reimbursement in accordance with applicable law, or as may be otherwise provided by ordinance, for authorized expenses incurred in the performance of their official duties.

The mayor and council members do not receive either vehicle or travel allowance. There is no "personal" public relations budget for the mayor or for the council members.

The city pays all cell phone invoices for the mayor and the council members. Government credit cards are provided to the mayor and council members.

In 2007, the mayor received \$25,342.92 in taxable expense reimbursements and \$1,005 in non-taxable expense reimbursements. Council members Ruiz and Van Name received \$13,228 in taxable expense reimbursements. Council Member Ruiz received \$772 in non-taxable expense reimbursements and Council Member Van Name received \$675. Council members DiPietro and Cabrera received \$12,735 in taxable expense reimbursements. Council Member DiPietro received \$540 in non-taxable expense reimbursements and Council Member Cabrera received \$1,953 in non-taxable expense reimbursements.

### VILLAGE OF EL PORTAL

The Village of El Portal's mayor and village council members receive an annual salary of \$1,000, as set by ordinance. They receive another \$1,000 yearly as reimbursement for expenses. According to the city manager, these funds are treated as regular income, and no vouchers are required to justify expenses - in other words, a "non-accountable" expense account system.

In addition, the mayor receives \$150 a month as a cellular phone allowance, for a total of \$1,800 yearly. Council members receive \$70 a month as a phone allowance, or \$840 yearly.

According to the city manager, these three budgetary items are treated as income for commissioners and they receive the appropriate tax documents. In sum, the mayor receives yearly compensation totaling \$3,800 and each city council member receives compensation totaling \$2,840.

Neither the mayor nor council members drive city vehicles, nor are they issued city credit cards. Each elected official does have a "discretionary account" of \$1,000 that can be allocated to support constituent causes. However, the city manager controls those accounts and will not issue a check unless the request is supported by a memo from the elected official.

The city manager controls additional monies budgeted for travel for the mayor and council members totaling about \$3,500 so that officials may attend League of Cities meetings and other such events.

### FLORIDA CITY

Florida City's "strong mayor" makes a base salary of \$127,231, as set by the charter and resolution. He also receives an annual expense allowance of \$5,600, which is taxable, for total compensation package of \$132,831.

The mayor also has a cellular phone plan with unlimited minutes, a city vehicle and a city credit card with a \$3,000 spending limit. All of the mayor's expenditures are reviewed by the city's finance director.

Florida City council members receive annual pay of \$5,600 and an expense allowance of \$3,600 – for a total package of \$9,200 each. That amount is treated as taxable income. The charter establishes that compensation of elected officials is set by resolution and fixed in the annual budget. The expense allowance system utilized appears to be of the "non-accountable" type.

Council members must submit their own deductions for expenses when they file their tax returns with the IRS each year.

As for non-taxable items, the City pays \$48.88 for a monthly cellular phone plan containing 1,000 minutes for each council member. If the council member exceeds that allotment, the cost of any overages is deducted from the council member's salary. Council members must share a single vehicle and do not receive a separate car allowance.

Another \$7,000 was budgeted for public relations events in fiscal year 2008. This line item is set aside for all council members and must be approved during council meetings. Funds are also budgeted for travel which is controlled by the city's finance director.

In addition, council members are issued city credit cards with a spending limit of \$1,500, used mainly for travel. There is no written policy, but the finance director personally reviews all expenditures to ensure they are legitimate city business. Officials can not make themselves loans or cash advances with the cards.

### TOWN OF GOLDEN BEACH

The Town of Golden Beach's mayor receives an annual salary of \$1, which is taxable. The mayor is not provided with a vehicle or cell phone allowance, procurement card, or a public relations budget. However, in 2007 the mayor did receive a \$70 non-taxable travel reimbursement.

Each council member receives an annual \$1 taxable salary. Council members are not provided with a vehicle or cell phone allowance, procurement card, or a public relations budget. Council members did receive a \$140 nontaxable travel reimbursement in 2007.

The charter of the Town of Golden Beach sets forth the policy governing elected officials' reimbursement for government-related expenses. Specifically, Section 2-258 (f) of the charter states the following:

"Notwithstanding any of the foregoing restrictions and limitations, the Mayor and other Council Members may be reimbursed for reasonable expenses incurred by them in performance of their duties, in maximum amounts to be set by resolution, provided that:

- (1) The activities in which the expenses were incurred are of identifiable benefit to the Town; and,
- (2) receipts are provided to substantiate each expense."

Section 2-258 (g) of the Town Charter allows for advancements to be authorized and made by the town manager to cover anticipated costs of travel. According to Section 2-258 (i) of the charter, the town manager is responsible for "prescribing such forms and procedures necessary to effectuate the purpose of this portion of the Town Charter."

The town's finance department provides internal accounting services to the Town of Golden Beach. This includes preparing the annual budget, accounts payable, accounts receivable and payroll. The finance director stated there are no written policies and procedures for the payment of officials' expense reimbursements; however, the town is in the process of creating a written document for this purpose. In the meantime, elected officials must complete a travel expense form and submit supporting receipts prior to the approval and reimbursement of any government-related business expenditure.

#### CITY OF HIALEAH

In 2007, the City of Hialeah's mayor received a taxable salary of \$154,555 in 2007 and the council members received a taxable salary of \$2,474 each.

The city provides an "unvouchered" expense account to its mayor and each council member, which is included in the elected official's taxable income. In other words, this amounts to a "non-accountable" system for expense allowances. In 2007, the total taxable unvouchered expense account for the mayor was \$68,928. For council members, the unvouchered expense account included in each council member's taxable income was \$40,161.

Additionally, the mayor received a taxable travel allowance of \$38,237 in the year 2007 and is provided with a leased vehicle paid for by the city. The mayor does not receive a cellular phone allowance; rather, the city provides the mayor with a Blackberry and pays the monthly invoice. The mayor is also issued a government credit card, but any expenditure incurred and paid for by the city is deducted from either the mayor's unvouchered travel or expense allowance. Lastly, the mayor does not receive a personal public relations budget.

Council members do not receive a cellular phone allowance; rather, the city provides each official with a Blackberry and pays the monthly invoice. Council members are not provided with a vehicle allowance or a leased vehicle, nor are they provided with a government credit card or a personal public relations budget.

The City Charter of the City of Hialeah, Section 2.02 (e), Compensation, and Hialeah Code, Article I, Section 30-1, Compensation, sets forth the policy governing compensation and expenses incurred by the City's elected officials. Section 2.02 (e), states that: "The annual salary of city council members shall be approved as an annual budgetary item..." Additionally, Hialeah Code Section 30-1, Compensation, states the following:

- (a) "The salary compensation of the mayor shall be set each year by the adoption of the annual budget, and shall be payable biweekly in equal installments.
- (b) All expenses incurred by the mayor in performing official duties for the city shall be set each year by the adoption of the annual budget, approved by the city council, payable biweekly in equal installments.
- (c) The salary compensation of the members of the city council shall be set each year by the adoption of the annual budget, and shall be payable biweekly in equal installments.
- (d) All expenses incurred by the city council members in performing official duties for the city shall be set each year by the adoption of the annual budget, approved by the city council, payable biweekly in equal installments.
- (e) In addition, per diem and traveling expenses of elected officials, public officers and employees shall be governed by State law."

According to the city clerk, state law governs the per diem and traveling expenses of all elected officials, public officers, and employees (Section 30-1 of the Hialeah Code.) In October 2006, the mayor of Hialeah issued a memorandum to all council members stating that if the elected official attends a convention, conference, seminar, meeting or training program as part of their government related position, the City would pay for the registration fee charged to the elected official. However, expenses for all other activities incurred while attending such programs are not reimbursed by the city as such expenditures are to be paid using the official's unvouchered travel and/or expense account.

The city clerk also advised that there are no written policies and procedures for the payment of government officials' expenses nor are elected officials required to complete a travel expense form in order to receive the expense or travel allowance, as this is included in taxable income as either a travel or unvouchered expense allowance.

#### CITY OF HIALEAH GARDENS

In 2007, the mayor of Hialeah Gardens received a taxable salary of \$100,800 in and council members received a taxable salary of \$10,500 each.

The city utilizes a "non-accountable" expense allowance system. The Mayor receives a bi-weekly expense allowance of \$2,798.02, which is treated as taxable compensation income and reported on the mayors' W-2 wage statement. With regards to other benefits provided, the city provides its mayor with a city-issued vehicle and cell phone, which the city pays for. However, the mayor does not have a travel allowance, a city issued procurement card or a public relations allowance.

Council members also receive a monthly expense allowance of \$2,134.62, which is taxable compensation income and is reported on their W-2 wage statements. council members

are *not* given a vehicle allowance, travel allowance, government issued credit card or a personal public relations budget. However, council members are provided with a city-issued cell phone.

Additionally, the city of Hialeah Gardens does provide *nontaxable* reimbursements to each elected official for expenses incurred while conducting official city business. Based on discussion with the city finance director, the city requires that the elected officials complete a travel reimbursement request form and submit supporting documents, such as receipts and invoices, in order to receive any reimbursements.

Reimbursements for expenses including travel, parking, seminars, conventions and incidental items are processed through the Finance Department by submitting a voucher for reimbursement which requires supporting receipts or documentation for payment.

Lastly, Hialeah Gardens does not have written policies and procedures for the payment of a government official's expenses, per say. However, the finance director documented in memo format the process that is to be followed by the elected official prior to receiving travel expense reimbursements.

In Article III, Section 4A. & 4B, the city charter sets forth the policy governing compensation and expenses incurred by the city's elected officials. Specifically, Section 4, rate of compensation of the city council and the mayor, states the following:

- (a) "The rate of compensation paid to Councilpersons shall be set by ordinance, provided, however, that there shall be at least a required four-fifths vote of the Council for adoption of any such ordinance."
- (b) "The rate of compensation paid to the Mayor shall be set by ordinance, provided, however, that there shall be at least a required four-fifths vote of the Council for adoption of any such ordinance."

#### CITY OF HOMESTEAD

Homestead's mayor received a taxable salary of \$4,975 in 2007 and council members received a taxable salary of \$4,800 each, in the same calendar year. All salary compensation is set forth in the city charter.

In 2007, the total taxable expense allowance for the mayor was \$13,471. The mayor also received \$11,271 in the form of a taxable vehicle allowance, a \$360 taxable cell phone allowance and a \$4,000 *non-taxable* public relations budget. The city does not provide its mayor with a government-issued procurement card.

For each council member, the total taxable expense allowance was \$13,325. Council members also received \$11,125 in the form of a taxable vehicle allowance, a \$360 taxable cell phone allowance and a \$4,000 *non-taxable* public relations budget. The City does not provide its officials with a government issued procurement card.

Section 2.06, Compensation, of the City Charter Homestead sets forth the policy governing compensation for its elected officials. Specifically, the charter states the following:

- (f) "The compensation of the Council Members shall be fixed by ordinance. No Council Member shall receive compensation, either directly or indirectly, from the City, except such compensation as provided by ordinance.
- (g) An ordinance increasing the compensation to any or all Council Members shall not take effect until after the next election. This restriction shall not be construed to apply to insurance programs of the city."

With regards to the ordinance governing expense allowances and benefits for elected officials, the city clerk explained that both compensation and expense allowances are included in the city's annual budget process. The ordinance that sets the compensation and benefits of elected officials for the fiscal year 2008 is Ordinance 2007-09-35. Travel allowances are governed by City Ordinance 2007-08-33, "Payment of Subsistence and Travel Expenses," which also addresses the travel reimbursement policy for the City of Homestead.

Lastly, it should be noted that no travel allowances are provided to any elected official in the city. According to the city clerk, travel expenses are paid as incurred, as a travel reimbursement, the governing authority of which is set forth in City Ordinance 2007-08-33, "Payment of Subsistence and Travel Expenses."

The executive assistant to the council prepares the expense reimbursements for the mayor and council. An expense report form is completed with supporting receipts attached to the report. Prior to payment of the expense reimbursement, the expense form is approved by the city manager and/or the assistant city manager.

#### VILLAGE OF INDIAN CREEK

In the Village of Indian Creek neither the mayor nor any of the village's council members receive a salary or any form of compensation.

Section 3.04, Compensation, of the Village of Indian Creek charter sets forth the policy regarding compensation for its elected officials. Specifically, the charter states that, "Council members shall serve without compensation."

With regards to the governing authority for expense reimbursements, Resolution No. 501 establishes the expense reimbursement guidelines. Out of pocket expenses legitimately incurred while conducting village business or furthering its interests are covered. Such expenses include the purchase of meals while on village business; monies expended for travel necessary for attending village council meetings; common carrier fare (bus, air, and rail); registration fees for conferences, seminars, schools, or similar functions; road and bridge tolls; storage and vehicle parking fees; among other similar types of expenses.

Additionally, the resolution requires that documentation in the form of paid receipts must accompany the reimbursement requests in order to substantiate the claim for actual expenses.

Also, the village clerk stated there is an official reimbursement request form that must be completed and the supporting paid receipts must be attached to this form.

Lastly, the village's reimbursement checks require dual signatures. Therefore, the village manager and village clerk have been assigned the responsibility of signing all reimbursement checks.

#### VILLAGE OF KEY BISCAYNE

No elected official in the municipality of Key Biscayne receives a salary or any form of compensation. Additionally, according to the village clerk neither the mayor nor council members receive a vehicle allowance, travel allowance, cellular telephone allowance, nor a government credit card or a personal public relations allowance.

With regards to reimbursement for authorized village-related travel, the village clerk explained that state law governs reimbursements for authorized travel and per diem expenses incurred in performance of the elected official's civic duties.

#### TOWN OF MEDLEY

In 2007, the mayor of the Town of Medley received a taxable salary of \$179,276.01 and the council members received a taxable salary of \$35,258.98.

With regards to expenses of the elected officials, the city attorney cited the town's budget Resolution No. C-996 and indicated that for the fiscal year 2007, the mayor's taxable expenses totaled \$593. The mayor is provided with a credit card issued in the mayor's name and is to be used solely for government expenses. According to the town's finance director, there are no personal expenditures charged on the mayor's credit card. Also, the mayor is provided with a government-issued cell phone and is taxed on his share of personal calls per Internal Revenue Service (IRS) rules. Lastly, the town's attorney stated that non-taxable expense reimbursements are provided to the mayor for town-required travel and these expenses are reimbursed dollar-for-dollar per IRS rules.

Similarly, council members are provided with a government-issued cell phone. Personal cell phone calls made by the council members are taxed as income on the elected official's W-2 in accordance with IRS rules. Additionally, the town attorney stated that non-taxable expense reimbursements are provided to the council members for all official government-related travel and are reimbursed on a dollar-for-dollar basis, per IRS rules.

Lastly, Medley does not provide either the mayor or any council member with a vehicle allowance, travel allowance, or a personal public relations budget.

## CITY OF MIAMI

In Miami, Resolution R-05-0745 establishes the salary and compensation for the mayor. Specifically, Section 2 of this resolution states that "Mayor Manny Diaz shall be paid an annual salary of One Hundred and Fifty Thousand Dollars (\$150,000)." Thus, for calendar year 2007, the mayor was paid a taxable salary of \$149,999.91, according to the W-2 information provided to the Commission on Ethics (COE).

On Nov. 4, 2003, Charter Amendment No. 2 was passed increasing the compensation of each city commissioner from \$5,000 to \$58,200 annually, to be paid in monthly installments. Resolution R-03-1133 officially accepted Charter Amendment No. 2, which was adopted by the city commission on Nov. 13, 2003. Therefore, the W-2 information provided to the COE by the city finance director, Ms. Diana Gomez, showed that each city commissioner received an annual salary of \$58,200 for the year 2007.

With regards to taxable annual expense allowances, the mayor and city commissioners each receive taxable annual expense allowances as follows:

- 1) Separate vehicle allowance in the amount of \$10,800;
- 2) Cell phone allowance of \$3,600; and,
- 3) Other expense allowance<sup>3</sup> of \$30,000.

Lastly, the finance director stated that the mayor and city commissioners are not issued government credit cards nor do elected officials receive a travel allowance. Travel reimbursements are paid when the travel expenses are incurred and reimbursement is requested by the elected official. Such expense reimbursements are non-taxable.

## CITY OF MIAMI BEACH

In Miami Beach, City Code Section 2.02, Term and Compensation, establishes the compensation for the mayor and commissioners. Specifically, the City Code states:

"The annual compensation for the Office of Commissioner shall be six thousand dollars (\$6,000.00) and the compensation for the Office of Mayor shall be ten thousand dollars (\$10,000.00); any increase in salary for Mayor and/or Commissioner shall require approval of a majority of the electorate voting at a City election."

Based on COE inquiry of the city clerk, the total taxable compensation for the mayor was \$10,000 and \$6,000 each for the city commissioners in the calendar 2007.

With regards to taxable annual expense allowances, the mayor and commissioners each receive a \$6,000 taxable vehicle allowance. These funds are authorized annually via the city's annual budget.

Additionally, through its annual budget process, the city authorizes nontaxable expense allowances to its elected officials in the following amounts:

- 1) Total nontaxable expense allowance for the mayor in 2007 was \$24,000.
- 2) Total nontaxable expense allowance for each city commissioner in 2007 was \$18,000.

Elected officials are also provided with a government-issued cell phone, which is paid for by the city on a monthly basis; therefore, there is no taxable cell phone allowance. Lastly, the city clerk stated that neither the mayor nor the commissioners are provided with a government credit card or a public relations allowance.

### MIAMI-DADE COUNTY

Miami-Dade County's "strong mayor" receives a base salary of \$235,922, set by county ordinance and adjusted by the CPL. He also gets an annual vehicle allowance of \$9,600 (\$800 a month), expense allowance of \$42,000 (\$3,500 a month), "executive benefits" of \$10,000, deferred compensation of \$20,500 and \$1,500 toward a retirement account. The mayor's total annual salary and benefits package equals \$319,522, according to analysts.

County commissioners receive a base salary of \$6,000 as established by the county's charter. They have a total benefit package worth in excess of 10 times this base salary, however. According to budget analysts, commissioners are also paid \$9,600 for vehicle-related expenses (\$800 a month), an expense allowance of \$24,000 (\$2,000 a month), \$10,000 in "executive benefits" and \$11,500 towards a retirement account. These items - totaling \$61,500 - are treated as taxable income or as deferred earnings in the case of the retirement funds, according to budget analysts.

The mayor and county commissioners are also eligible to receive a county purchasing card (known as "P-cards") to be used mainly for travel-related expenses. The cards may not be used for any personal items or cash advances.

Eleven out of 13 commissioners used the P-cards in fiscal year 2007, with expenditures ranging from a low of \$2,380 to a high of \$26,399 according to analysts.

### CITY OF MIAMI GARDENS

Miami Gardens' mayor receives an annual salary of \$42,000, under the City Charter at § 2.6. Each of the six council members receives \$12,000 annually, also under the city charter.

The mayor and council members may be reimbursed in accordance with applicable law or as otherwise provided. None of the expenses paid to the mayor or council members are taxable. Only actual, substantiated expenses are reimbursed.

In 2007, the city reimbursed the mayor and six council members a total of \$46,009. The range of individual expense reimbursements varied between \$4,770 and \$9,515. The breakdown of the total expenses incurred by the council and mayor was \$26,642 for travel; \$16,182 for public relations; \$1,125 for educational seminars; and \$2,060 for memberships and dues.

### TOWN OF MIAMI LAKES

The Town of Miami Lakes' mayor receives an annual salary of \$18,000. The City Charter § 2.6 (b) states that the city council may establish by ordinance the salary for the mayor.

Each of the six council members as well as the mayor may receive \$4,800 annually "as reimbursement for expenses incurred in the performance of their official duties." The charter further allows the payment to be increased each year by an amount "equal to the percentage increase, if any, in the CPI for the Miami area, all categories." With this adjustment, in 2007, the mayor's and council members' annual expense reimbursements totaled \$40,204.

Additionally, the city budget shows that a total of \$12,000 was dispersed in travel expenses for elected officials, plus an additional \$6,500 for total annual cell phone reimbursements. The mayor received a car allowance totaling \$7,200.

### VILLAGE OF MIAMI SHORES

The Village of Miami Shores' mayor and each council member receives a salary of \$1 per year, as per the Village Ordinance § 2-32.

Reimbursement is limited to travel expenses, based on receipts, under Village Ordinance § 2-18. In 2007, one council member traveled to the League of Cities conference. Conference fees and hotel charges were paid directly to the League and hotel. The council member was personally reimbursed for additional expenses totaling \$418.25. These broke out as \$218.25 for personal vehicle use; \$175, which represented a 5-day (\$35/day) per diem reimbursement; and \$25 for toll charges.

### CITY OF MIAMI SPRINGS

Miami Springs' mayor received a salary of \$7,800; he was not reimbursed for any expenses. Each of the four council members received compensation of \$6,000. Under the City Charter at § 5.03, compensation includes *both* a salary and a fixed allowance for expenses.

The mayor did not receive any expense reimbursement, taxable or nontaxable, in 2007. According to the city budget, which is posted on line, it appears that the city paid travel and related expenses of approximately \$9,500 directly to the travel providers. Miscellaneous expenses paid directly to the city council totaled under \$1,000. Of that amount, each of the four council members received \$91 in taxable reimbursement and \$147 in nontaxable reimbursement.

The city does not provide an allowance for vehicle use or personal public relations budgets and does not provide cell phones or government credit cards.

### CITY OF NORTH BAY VILLAGE

The City of North Bay Village's mayor receives a salary of \$7,500 per year and each of the four commissioners receives a salary of \$6,000, based on the City Charter at § 3.04.

General city policies and procedures allow for the mayor and each of the four commissioners to be reimbursed for expenses up to \$5,000 each, with proof of receipts. Additionally, in 2007, the elected officials incurred a total of \$25,000 in expenses traveling to

conferences and meetings. Again, reimbursement is predicated on receipts. Four elected officials receive government cell phones. None have government credit cards.

#### CITY OF NORTH MIAMI

The City of North Miami has recently revised its policy on salaries and expenses following an inquiry posed last year by the Ethics Commission's Independent Advocate.

The City Charter at § 7 originally established the mayor's salary at \$4,200 per year and each of the four council members at \$3,600 per year. This year, however, the City Council voted to increase the mayor's salary to \$48,000 per year and each council member's salary to \$36,000 per year.

Within the past year, the city also changed its expense policy to comply with the City Charter at § 7, which states that elected officials may "receive actual expenses incurred in the performance of their duties of office." As a result, elected officials now submit monthly expense reports on an approved form, accompanied by receipts, following the month in which the expenses were incurred. Reimbursement is given for costs incurred to attend local government-related meetings and dinners, but not for phones and autos expenses and not for any other local, travel-related expenses. When outside the county on city business, officials may use city procurement cards for travel expenses.

Prior to this newly instituted policy, elected officials had been given *taxable fixed* (i.e. non-accountable) amounts to cover expenses. The mayor received an annual expense account of \$14,400, an annual auto allowance of \$3,000, and an annual cell phone allowance of \$1,440. Each council member received an annual expense account of \$10,800, an annual auto allowance of \$3,000, and an annual cell phone allowance of \$1,200.

#### CITY OF NORTH MIAMI BEACH

The City of North Miami Beach's mayor receives an annual salary of \$3,600, in accordance with the 2007 budget adopted in Ordinance No. 2007-11. Council members receive an annual salary of \$3,000 annually.

In actuality, the mayor and the six council members each receive a taxable expense fund, for which there is no accounting, of \$13,720 annually. The \$13,720 expense allowance is broken out as follows—\$5,520 for auto allowance and \$8,200 for executive allowance. Additionally, in 2007, elected officials received nontaxable travel reimbursement, based on receipts provided. Individual nontaxable reimbursements were dispersed in the following amounts: \$110, \$495; \$2,090; \$715; \$275; and \$495. The city does not provide cell phones, government credit cards, or a personal public relations budget.

#### CITY OF OPA-LOCKA

The City of Opa-Locka's mayor receives an annual salary of \$6,600 yearly. In addition they receive a separate yearly expense allowance of \$2,400 a year. Their total taxable income is \$9,000 yearly.

In addition, commissioners and the mayor are each provided a city car, free gas at the city's public works depot and a cellular telephone.

Elected officials are also issued a city credit card with a spending limit of \$3,500. The city revised its credit card policy in 2007 following the arrest of former Vice Mayor Terence Pinder for allegedly abusing his credit card privileges. The new policy expressly forbids using city cards for cash advances or personal items, and calls for repayment within 30 days for any expenditure deemed to be of a personal nature, whether in whole or in part.

#### CITY OF PALMETTO BAY

The City of Palmetto Bay's mayor receives a salary of \$24,000 yearly. Council members receive a salary of \$12,000 yearly.

Elected officials do not receive a vehicle allowance, but are provided with a cellular phone and/ or a Blackberry for city business. He said they do not receive a separate expense allowance.

The mayor receives a monthly cellular phone allowance of \$150 and council members get \$75 a month for cellular phones. The mayor and two council members also have a Blackberry, the cost of which is \$52.55 monthly. These items are not treated as taxable income, he said.

Only the mayor has a city credit card for travel, and must provide receipts and other information detailing the nature of the expense "for audit purposes."

#### VILLAGE OF PINECREST

The Village of Pinecrest's mayor and council members and mayor do not receive a salary or expense allowance of any kind. City officials are only reimbursed for expenses linked to legitimate city business or travel. The village pays officials at the state rate for meals and per diems.

#### CITY OF SOUTH MIAMI

The City of South Miami's mayor receives a salary of \$14,000 annually. City commissioners are paid a yearly salary of \$12,000.

They do not receive expense allowances or other taxable items. Commissioners can use their own cellular phones and receive reimbursements of up to \$962.40 a year, or have the city provide them with a phone. The mayor receives up to \$1,150 for cellular phone usage.

The mayor receives a \$500 yearly vehicle allowance. The item is not treated as taxable income. Commissioners do not receive either a car allowance or mileage reimbursement. Commissioners are provided a non-taxable discretionary fund of \$1,500 a year for local events and charities, while the mayor has a similar fund of \$2,000. The City manager's office controls all spending from the funds.

The city also budgets \$5,000 for travel for elected officials so they can attend Dade Days in Tallahassee, League of Cities meetings and other official events.

### CITY OF SUNNY ISLES BEACH

The City of Sunny Isles Beach's mayor receives a salary of \$16,110 yearly. Council members receive a salary of \$12,888 yearly.

Council members and the mayor each receive a yearly expense allowance of \$4,405. The allowance is not treated as taxable income, and officials are only reimbursed upon providing receipts for the expenses.

Council members and the mayor do not receive a vehicle or allowance, though they are reimbursed for mileage and legitimate expenses. The city does provide cellular phones for elected officials, officials said.

### TOWN OF SURFSIDE

The Town of Surfside's mayor receives an annual salary of \$1 per year, as do Commissioners.

Commissioners, including the mayor and vice mayor, are eligible for a monthly expense allowance of \$500. That amount is treated as regular income (\$6,000 annually). At present only one commissioner receives the expense allowance, officials said.

Officials must use their own cell phones and vehicles, and that all expenses must be approved by the manager's office on an as-needed basis. No town credit cards are issued to elected officials.

### CITY OF SWEETWATER

The City of Sweetwater's "strong mayor", receives annual salary of \$50,108, and has a vehicle allowance of \$7,480 for a base package of \$57,588 in fiscal year 2008. The mayor also has an annual expense allowance of \$7,913 - the remainder of which at year's end is also treated as income. A separate travel allowance of \$7,000 has also been budgeted for the mayor.

In 2007, city commissioners received \$5,738 in salary, an expense allowance of \$7,700, a vehicle allowance of \$6,600 and another \$2,240 for gas. The total yearly compensation package for commissioners equals \$22,278 - or roughly four times base salary.

W-2s were issued for the above items, but that any legitimate, documented expenses were deducted from the expense allowance prior to preparing these tax documents. Some commissioners submitted their expense items; others didn't.

According to the mayor, commissioners do not have city-issue credit cards, but he does have a city credit card, along with some departmental directors. He said the city does not have a formal policy for the use of its credit cards, but rather follows a "common sense" policy.

### VILLAGE OF VIRGINIA GARDENS

The Village of Virginia Gardens' mayor is paid a yearly salary of \$10,000 along with a lump sum of \$3,150 to cover expenses. This amount - \$13,150 - is treated as taxable income. The mayor is provided a city-issued cellular phone, and like the council members can purchase office supplies with a city credit card.

Council members are paid \$350 a month for a total salary of \$4,200 yearly. They are not given a cellular phone or city vehicle. They do not have an expense allowance. They may only purchase supplies with a city credit card reserved for that purpose. The card is in the city's name, according to village officials.

The city's charter states that elected officials shall receive compensation of \$175 a month, but officials said the charter is superseded by the budget process.

All travel and meals for elected officials are reimbursed at the rate set by state law.

#### CITY OF WEST MIAMI

The City of West Miami's mayor and council members receive a salary of \$1,200 yearly. They also receive as much as \$600 a year for meeting attendance.

The city charter established that elected officials receive \$20 for each meeting they attend. Funds are budgeted for up to 30 meetings a year, or \$600.

Officials each have a budget of \$2,400 for expenses and personal representation, but that commissioners are reimbursed only when receipts are provided. This money is not treated as taxable income.

Officials are not issued city credit cards, and that the city manager's office makes all arrangements for out-of-town travel. In such cases, the City Manager uses her personal American Express card and seeks reimbursement afterward. She said she does not accept any awards points in connection with official city business.

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