



## **CITY OF NORTH MIAMI BEACH**

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

**Tuesday, June 16, 2015**

**7:30 PM**

Mayor George Vallejo  
Vice Mayor Anthony F. DeFillipo  
Councilwoman Barbara Kramer  
Councilwoman Marlen Martell  
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**

---

- 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**

### **7.1 Education Board Appointment (Pamela L. Latimore, City Clerk)**

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

### **7.2 Education Board Appointment (Pamela L. Latimore, City Clerk)**

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

## **8. CONSENT AGENDA**

### **8.1 Regular Meeting Minutes of June 2, 2015 (City Clerk Pamela Latimore)**

### **8.2 Resolution No. R2015-36 (Rose Amberson, Director, Human Resources)**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING THE CIVIL SERVICE BOARD'S PROPOSED CHANGES TO CHAPTER 2 OF THE CIVIL SERVICE RULES AND REGULATIONS TO ELIMINATE THE REQUIREMENT OF BOARD APPROVAL FOR OUTSIDE EMPLOYMENT REQUESTS APPROVED BY THE EMPLOYEE'S DEPARTMENT DIRECTOR, PROVIDING FOR APPELATE REVIEW BY THE BOARD, WHICH MAY MAKE RECOMMENDATIONS TO THE CITY MANAGER IN CONSULTATION WITH THE BOARD ATTORNEY.**

### **8.3 Resolution R2015-39 (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 SUNNY ISLES 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 SUNNY ISLES BEACH, FLORIDA.**

### **8.4 Resolution No. 2015-51 (Jose Smith, City Attorney)**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, SUN-SETTING THE CHARTER REVIEW COMMITTEE CREATED BY RESOLUTION 2008-10; CREATING A NEW AD HOC CHARTER REVIEW COMMITTEE FOR A ONE (1) YEAR PERIOD; PRESCRIBING ITS DUTIES, AND PROVIDING FOR APPOINTMENTS AND THE TERMS OF OFFICE FOR THE MEMBERS OF THE NEW AD HOC CHARTER REVIEW COMMITTEE**

**8.5      Resolution No. 2015-53 (Esmond Scott, Director of Public Works, 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 CITY MANAGER AND THE CITY CLERK TO EXECUTE COMMUNITY AESTHETIC FEATURE AGREEMENTS, IN SUBSTANTIALLY THE ATTACHED FORMS, BETWEEN THE CITY OF NORTH MIAMI BEACH AND THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT); PROVIDING THE TERMS AND CONDITIONS FOR THE INSTALLATION AND MAINTENANCE OF GATEWAY MONUMENT SIGNS ON MEDIAN STRIPS ON THE STATE HIGHWAY SYSTEM.**

**8.6      Resolution No. R2015-54 (Mac Serda, Deputy City Manager)**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AUTHORIZING EXECUTION OF A STANDARD FORM OF THE SECOND AMENDED AND RESTATED INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY AND CONTRACT CITIES FOR THE USE OF THE COUNTY SOLID WASTE MANAGEMENT SYSTEM, FOR THE PURPOSE OF EXTENDING THE CITY'S OBLIGATION TO USE THE COUNTY'S SOLID WASTE MANAGEMENT SYSTEM FOR ALL OF ITS MUNICIPAL SOLID WASTE DISPOSAL AND TRANSFER NEEDS AT THE AGREED-UPON DISPOSAL AND TRANSFER FEE RATES UNTIL OCTOBER 1, 2035; AUTHORIZING THE CITY MANAGER TO EXECUTE AND NOTIFY THE MIAMI-DADE COUNTY BOARD OF COUNTY COMMISSIONERS OF SAID EXECUTION; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.**

**8.7      Resolution No. 2015-55 (Ana M. Garcia, City Manager and Jose Smith, City Attorney)**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING THE SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS BY AND BETWEEN PLAINTIFF JANINE LEROY, AND THE CITY OF NORTH MIAMI BEACH, IN THE AMOUNT OF \$30,000.00, TO RESOLVE THE MATTER OF LEROY V. CITY OF NORTH MIAMI BEACH, CASE NO. 14-15167-CA-15; AUTHORIZING THE CITY MANAGER TO EXECUTE THE GENERAL RELEASE OF CLAIM AND INDEMNIFICATION AGREEMENT.**

**8.8      Resolution R2015-56 (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 TO ACCEPT FUNDS, NOT TO EXCEED \$26,784.00, FOR PARTICIPATION IN THE HIGH VISIBILITY ENFORCEMENT FOR PEDESTRIAN AND BICYCLE SAFETY FUNDING PROGRAM; RATIFYING THE CITY MANAGER OR DESIGNEE'S EXECUTION OF THE LETTER OF AGREEMENT AND CONTRACT BETWEEN THE CITY OF NORTH MIAMI BEACH POLICE DEPARTMENT AND THE UNIVERSITY OF SOUTH FLORIDA BOARD OF TRUSTEES FOR THE UNIVERSITY OF SOUTH FLORIDA'S CENTER FOR URBAN TRANSPORTATION RESEARCH.**

**9.      CITY MANAGER'S REPORT**

**9.1      2016 Budget Update & Proposed Change of Council Meeting Date in September Due to Conflict with the County**

- 9.2 Audited Fund Balance Update
- 9.3 Parks Master Plan Update
- 9.4 Boca Jr Tryouts and Match vs. the Strikers on July 1st

Boca Juniors Soccer Academy tryouts begin June 22 at the Patricia A. Mishcon Athletic Field, 16601 NE 15th Avenue. For more information please call (305) 948-2957 or go to [www.sdgsoccer.com](http://www.sdgsoccer.com) and register on-line.

On July 1st at 8 PM Boca Juniors will play against the Strikers of Fort Lauderdale at Lockhart Stadium. The players who attend the Boca Academy tryouts will have a benefit of 2 x 1 on the tickets for this match.

## 10. CITY ATTORNEY'S REPORT

### 10.1 Litigation List (Jose Smith, City Attorney)

Litigation List

## 11. MAYOR'S DISCUSSION

## 12. MISCELLANEOUS ITEMS - *None*

## 13. BUSINESS TAX RECEIPTS - *None*

## 14. DISCUSSION ITEMS

### 14.1 Public Records Requests (Councilwoman Spiegel)

### 14.2 Request for Reimbursement of Attorney's Fees (Councilman Pierre)

### 14.3 Miami-Dade County Public Schools 21st Century Schools Bond (Councilwoman Marlen Martell)

## 15. LEGISLATION

### 15.1 Ordinance No. 2015-4 (Richard Lorber, Assistant City Manager)(Second and Final Reading)

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA ADOPTING AN AMENDMENT TO THE WATER SUPPLY FACILITIES WORK PLAN AND AMENDING THE CITY OF NORTH MIAMI BEACH'S COMPREHENSIVE PLAN, STRENGTHENING COORDINATION BETWEEN WATER SUPPLY AND LOCAL LAND USE PLANNING; AMENDING TEXT CONTAINED IN THE FUTURE LAND USE, INFRASTRUCTURE, CONSERVATION, INTERGOVERNMENTAL COORDINATION, AND CAPITAL IMPROVEMENT ELEMENTS; 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 REPEAL OF CONFLICTS; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.



**15.2     Ordinance No. 2015-8 (First Reading by Title Only)(Jose Smith, City Attorney)**

**AN ORDINANCE AMENDING CHAPTER 2, SECTION 2-73 OF THE CODE OF ORDINANCES OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, ENTITLED “USE OF THE CITY SEAL PROHIBITED”; PROVIDING FOR THE CITY MANAGER TO APPROVE THE USE OF THE CITY SEAL, LOGO AND NAME OF THE CITY AS A SPONSOR; PROVIDING FOR THE PROHIBITION OF THE UNAUTHORIZED USE OF THE CITY LOGO AND NAME AS A SPONSOR; PROVIDING FOR DEFINITIONS OF RELEVANT TERMS; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY, CODIFICATION AND FOR AN EFFECTIVE DATE.**

**15.3     Ordinance No. 2015-9 (First Reading by Title Only) (Jose Smith, City Attorney)**

**AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AMENDING CHAPTER II OF THE CITY OF NORTH MIAMI BEACH CODE OF ORDINANCES ENTITLED “STRUCTURE OF CITY GOVERNMENT,” SECTION 2-44, ENTITLED “CHARTER REVIEW COMMITTEE” SPECIFICALLY AMENDING HOW THE COMMITTEE IS ESTABLISHED, THE DUTIES, AND SECRETARIAL SERVICE; PROVIDING FOR REPEALER; SEVERABILITY; CODIFICATION; AND FOR AN EFFECTIVE DATE.**

**15.4     Ordinance No. 2015-10 Banner Sign Bonds(First Reading by Title Only) (Richard Lorber, Assistant City Manager)**

**AN ORDINANCE OF THE MAYOR AND CITY COUNCIL AMENDING CHAPTER XXIV, OF THE CODE OF THE ORDINANCES OF THE CITY OF NORTH MIAMI BEACH, FLORIDA BY AMENDING ARTICLE VIII, SECTION 24-147.2 ENTITLED "TEMPORARY SIGNS ALLOWED" BY ELIMINATING THE REQUIREMENT FOR AN APPLICANT TO POST BONDS FOR TEMPORARY SPECIAL EVENT AND BANNER SIGNS; PROVIDING FOR THE REPEAL OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH; PROVIDING FOR SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE**

**15.5     Ordinance No. 2015-11 (First Reading by Title Only)(Mayor George Vallejo)**

**AN ORDINANCE AMENDING CHAPTER IX OF THE CODE OF THE ORDINANCES OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, ENTITLED “OFFENSES AND MISCELLANEOUS PROVISIONS,” TO CREATE SECTION 9-33, ENTITLED “SALE, POSSESSION OR CONSUMPTION OF ALCOHOLIC BEVERAGES IN OPEN CONTAINERS IN PUBLIC PLACES”; PROVIDING DEFINITIONS, EXCEPTIONS, ENFORCEMENT AND PENALTIES; PROVIDING FOR SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE**

**15.6     Ordinance No. 2015-12 (First Reading by Title Only)(Esmond Scott, Director of Public Works and Brian O'Connor, Chief Procurement Officer)**

**AN ORDINANCE OF THE CITY OF NORTH MIAMI BEACH, FLORIDA AMENDING CHAPTER XVIII, CODE OF ORDINANCES ENTITLED “SOLID WASTE MANAGEMENT” BY AMENDING SECTION 18-1 “DEFINITIONS” TO CLARIFY THE DEFINITION OF GARBAGE; CREATING SECTION 18-18 “CITY AS THE EXCLUSIVE PROVIDER OF SOLID WASTE COLLECTION; PENALTIES”; AND AMENDING SECTION 18-19 “PRIVATE CONSTRUCTION AND DEMOLITION DEBRIS CONTAINER SERVICE HAULING, COMMERCIAL**

**WASTE CONTRACTORS TRASH AND/OR GARBAGE COLLECTION, AUTHORIZED; LIMITATIONS, BUSINESS TAX RECEIPT REQUIRED; SUPERVISORY CONTROL; SUSPENSION, REVOCATION, FEE” TO REMOVE REFERENCES TO COMMERCIAL TRASH AND GARBAGE COLLECTION AND TO PROVIDE FOR PENALTIES FOR VIOLATIONS; PROVIDING FOR SEVERABILITY, REPEALER, CODIFICATION, AND AN EFFECTIVE DATE.**

**16. CITY COUNCIL REPORTS**

**17. NEXT REGULAR CITY COUNCIL MEETING - July 7, 2015**

**18. ADJOURNMENT**



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](#)

---

**TO:** Mayor and City Council  
**FROM:** Pamela L. Latimore, City Clerk  
**VIA:**  
**DATE:** Tuesday, June 16, 2015

---

**RE:** Education Board Appointment (Pamela L. Latimore, City Clerk)

---

**BACKGROUND  
ANALYSIS:**

**RECOMMENDATION:** Approval is recommended.

**FISCAL/BUDGETARY  
IMPACT:**

---

**ATTACHMENTS:**

- ▣ [Application for Margie Love](#)



# City of North Miami Beach, Florida

## APPLICATION FOR EDUCATION COMMITTEE

THE PURPOSE OF THE EDUCATION COMMITTEE IS TO ASSIST IN THE CITY COUNCILS EFFORTS TO ENSURE THAT HIGH QUALITY EDUCATION AND STATE OF THE ART FACILITIES ARE PROVIDED TO CHILDREN WHO RESIDE IN NORTH MIAMI BEACH AND ATTEND MIAMI DADE COUNTY SCHOOLS.

RECEIVED  
15 FEB 26 PM 4:19  
CNMB CITY CLERK'S OFFICE

(PLEASE PRINT CLEARLY)

1. NAME: Margie Love  
2. HOME ADDRESS: 1579 NE 169 Street  
CITY: North Miami Beach STATE: Florida ZIP: 33162  
3. BUSINESS NAME: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_  
CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

4. CONTACT NO: (HOME) (305) 944-4794 (BUSINESS) \_\_\_\_\_  
CELL: \_\_\_\_\_ EMAIL ADDRESS: MML 947@aol.com  
FAX: \_\_\_\_\_

5. DO YOU RESIDE IN NORTH MIAMI BEACH DURING ALL TWELVE MONTHS OF THE YEAR?  
YES ☒ NO ☐

6. HAVE YOU EVER BEEN CONVICTED OF A FELONY? YES ☐ NO ☒

7. HIGHEST LEVEL OF EDUCATION:  
Masters Degree

8. ARE YOU RELATED TO A CITY EMPLOYEE? YES ☐ NO ☒  
(IF YES, PLEASE STATE THE NAME OF THE EMPLOYEE AND THE DEPARTMENT IN WHICH HE/SHE WORKS: \_\_\_\_\_)

9. EMPLOYMENT HISTORY (PLEASE INCLUDE EMPLOYER, POSITION, YEARS SERVED):

1974 - 2015  
Miami-Dade County  
Public Schools

10. HAVE YOU EVER SERVED ON AN ADVISORY COMMITTEE IN THE PAST? (IF YES, PLEASE DESCRIBE: NO)

11. DESCRIBE YOUR PROFESSIONAL AND/OR VOLUNTEER EXPERIENCE OR BACKGROUND THAT BEST QUALIFIES YOU FOR APPOINTMENT TO THE EDUCATION COMMITTEE:

Teacher for over 4 decades.

CERTIFICATION

I CERTIFY UNDER OATH, AND PENALTY OF PERJURY, THAT ALL INFORMATION SHOWN ABOVE IS TRUE AND CORRECT. I DO UNDERSTAND THAT ANY APPOINTMENT TO A BOARD, COMMITTEE, COMMISSION OBTAINED ON A MISREPRESENTATION OF A MATERIAL FACT SHALL BE NULL AND VOID.

APPLICANT'S SIGNATURE

Gargie Love

APPLICATION DATE

2-26-15

APPOINTMENT DATE: \_\_\_\_\_



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**

---

**TO:** Mayor and City Council

**FROM:** Pamela L. Latimore, City Clerk

**VIA:**

**DATE:** Tuesday, June 16, 2015

---

**RE:** Education Board Appointment (Pamela L. Latimore, City Clerk)

---

**BACKGROUND  
ANALYSIS:**

**RECOMMENDATION:** Approval is recommended.

**FISCAL/BUDGETARY  
IMPACT:**

---

**ATTACHMENTS:**

 [Application for Ruth Froom](#)



# City of North Miami Beach, Florida

## APPLICATION FOR EDUCATION COMMITTEE

THE PURPOSE OF THE EDUCATION COMMITTEE IS TO ASSIST IN THE CITY COUNCIL'S EFFORTS TO ENSURE THAT HIGH QUALITY EDUCATION AND STATE OF THE ART FACILITIES ARE PROVIDED TO CHILDREN WHO RESIDE IN NORTH MIAMI BEACH AND ATTEND MIAMI DADE COUNTY PUBLIC SCHOOLS.

(PLEASE PRINT CLEARLY)

1. NAME: Ruth Froom
2. HOME ADDRESS: 20515 NE 22 Ave.  
CITY: NMB STATE: FL ZIP: 33180
3. BUSINESS NAME: Gertrude K. Edelman Sabal Palm Elem. P-TA  
BUSINESS ADDRESS: 17101 NE 7 Ave.  
CITY: NMB STATE: FL ZIP: 33162
4. CONTACT NO: (HOME) 305-931-4406 (BUSINESS) 305-654-2411  
CELL: 305-788-4406 EMAIL ADDRESS: ruthfroom@dadeschools.net  
FAX: 305-654-7219
5. DO YOU RESIDE IN NORTH MIAMI BEACH DURING ALL TWELVE MONTHS OF THE YEAR?  
YES X NO \_\_\_\_\_
6. HAVE YOU EVER BEEN CONVICTED OF A FELONY? YES \_\_\_\_\_ NO X
7. HIGHEST LEVEL OF EDUCATION:  
2 years
8. ARE YOU RELATED TO A CITY EMPLOYEE? YES \_\_\_\_\_ NO X  
(IF YES, PLEASE STATE THE NAME OF THE EMPLOYEE AND THE DEPARTMENT IN WHICH HE/SHE WORKS: \_\_\_\_\_)

RECEIVED  
15 MAR -5 PM 2:00  
CNMB CITY CLERK'S OFFICE



9. EMPLOYMENT HISTORY (PLEASE INCLUDE EMPLOYER, POSITION, YEARS SERVED):

Miami Dade County Public Schools -  
Data Input since 1988

10. HAVE YOU EVER SERVED ON AN ADVISORY COMMITTEE IN THE PAST? (IF YES, PLEASE DESCRIBE: Yes - Dade County - representing GKEP

11. DESCRIBE YOUR PROFESSIONAL AND/OR VOLUNTEER EXPERIENCE OR BACKGROUND THAT BEST QUALIFIES YOU FOR APPOINTMENT TO THE EDUCATION COMMITTEE: I have been a part of the school for

25 years. First as a parent and then as a parent  
and faculty member. I keep up with testing information  
ESOL, SPED students and hope to possibly  
become an advocate when I retire.

CERTIFICATION

I CERTIFY UNDER OATH, AND PENALTY OF PERJURY, THAT ALL INFORMATION SHOWN ABOVE IS TRUE AND CORRECT. I DO UNDERSTAND THAT ANY APPOINTMENT TO A BOARD, COMMITTEE, COMMISSION OBTAINED ON A MISREPRESENTATION OF A MATERIAL FACT SHALL BE NULL AND VOID.

APPLICANT'S SIGNATURE

Ruth from

APPLICATION DATE

3-2-15

APPOINTMENT DATE: \_\_\_\_\_





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**

---

**TO:** Mayor and City Council

**FROM:**

**VIA:**

**DATE:** Tuesday, June 16, 2015

---

**RE:** Regular Meeting Minutes of June 2, 2015 (City Clerk Pamela Latimore)

---

**BACKGROUND  
ANALYSIS:**

**RECOMMENDATION:**

**FISCAL/BUDGETARY  
IMPACT:**

---

**ATTACHMENTS:**

-  [Regular Council Meeting Minutes of June 2, 2015](#)



## **CITY OF NORTH MIAMI BEACH**

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

**Tuesday, June 2<sup>nd</sup>, 2015**

**7:30 PM**

Mayor George Vallejo  
Vice Mayor Anthony F. DeFillipo  
Councilwoman Marlen Martell  
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**

---

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

The meeting was called to order at 7:46 p.m. Present at the meeting were Mayor George Vallejo, Vice Mayor Anthony F. DeFillipo, Council Members Barbara Kramer, 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. Council Members Marlen Martell and Frantz Pierre were not present.

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

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

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

The team building item under Discussions was pulled from the agenda and a presentation recognizing 2<sup>nd</sup> Lieutenant John Miller was added.

#### **PRESENTATIONS/DISCUSSIONS**

##### **Proclamation Recognizing 2<sup>nd</sup> Lieutenant John Miller**

Colonel Willard Shepard introduced 2<sup>nd</sup> Lieutenant John Miller and made remarks about his academic progression. Mayor Vallejo made similar remarks and read a portion of the proclamation into the record. 2<sup>nd</sup> Lieutenant Miller, joined by his family thanked Mayor and Council for their 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. Angela Castro- 1579 NE 172<sup>nd</sup> Street, North Miami Beach, FL
2. Allison Robie- 2131 NE 179<sup>th</sup> Street, North Miami Beach, FL
3. Mubarak Kazan – 15564 NE 12<sup>th</sup> Avenue North Miami Beach, FL

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

## **CONSENT AGENDA**

**Regular Meeting Minutes of April 7, 2015 (City Clerk Pamela Latimore)**

**Regular Meeting Minutes of April 21, 2015 (City Clerk Pamela Latimore)**

**Resolution 2015-33 (Jeffrey F. Thompson, P.E., 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 TORAS EMES DEVELOPMENT COMPANY, INC. (TORAS EMES) TO BE LOCATED ON BLOCK 8 AND A PORTION OF A VACATED RIGHT OF WAY ALONG NE 163RD STREET NORTH MIAMI BEACH, FLORIDA, FOR THE CONSTRUCTION, OPERATION, AND MAINTENANCE OF WATER FACILITIES.**

**Resolution No. R2015-37 (J. Scott Dennis, Police Chief)**

**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 COUNTY OF MIAMI-DADE, FLORIDA, FOR THE PURPOSE OF COORDINATING LAW ENFORCEMENT PLANNING, OPERATIONS, AND MUTUAL AID BENEFIT BETWEEN THE CITY OF NORTH MIAMI BEACH AND THE COUNTY OF MIAMIDADE, FLORIDA.**

**Resolution R2015-38 (J. Scott Dennis, Police Chief)**

**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 SHORES, 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 SHORES, FLORIDA.**

**Resolution R2015-40 (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 OPA-LOCKA, 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 OPALOCKA,  
FLORIDA.**

**Resolution No. R2015-41 (Rasha Cameau, CRA Coordinator)**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, RETROACTIVELY APPROVING AND ACCEPTING THE MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS COMMUNITY GRANTS PROGRAM AWARD FOR FY 2014-2015, EIN# 59-6000389, IN THE AMOUNT OF \$3,550.00, TO BE USED FOR THE NORTH MIAMI BEACH FIRST ANNUAL COMMUNITY SPRING FESTIVAL.**

**Resolution R2015-42 (Richard Lorber, Assistant City Manager, Rasha Cameau, CRA City Coordinator)**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, CREATING A PROPERTY ASSESSED CLEAN ENERGY PROGRAM AND JOINING THE CLEAN ENERGY COASTAL CORRIDOR PROGRAM IN ACCORDANCE WITH SECTION 163.08, FLORIDA STATUTES; ADOPTING AN INTERLOCAL AGREEMENT PURSUANT TO SECTION 163.01, FLORIDA STATUTES RELATING TO THE CORRIDOR; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT.**

**Resolution No. R2015-43 (Ana Garcia, City Manager, Jose Smith, City Attorney)**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING A CLASS ACTION SETTLEMENT AGREEMENT TO RESOLVE THE MATTER OF PERRY V. CITY OF NORTH MIAMI BEACH, CASE NO. 12-20552 CA (23) IN THE AMOUNT OF TWO HUNDRED THOUSAND DOLLARS (\$200,000).**

**Resolution No. R2015-44 (Esmond Scott, Director of Public Works, 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 CITY MANAGER TO EXECUTE AN AGREEMENT WITH FLORIDA CONSTRUCTION & ENGINEERING, INC. IN THE AMOUNT OF \$141,810.74, FOR ITB 2015-07 ROUNDABOUT CONSTRUCTION AT NE 180TH DRIVE AND NE 178TH STREET.**

**Resolution No. R2015-45 (Jeffrey Thompson, Director of Public Utilities, 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 CITY MANAGER TO EXECUTE AN AGREEMENT WITH V ENGINEERING AND CONSULTING CORP. IN THE AMOUNT OF \$606,000.00, FOR ITB 2015-05 CORONA DEL MAR NEIGHBORHOOD FORCE MAIN EXTENSION / 163rd STREET BUSINESS DISTRICT SEWERING PROJECT**

**Resolution No. R2015-46 (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 AN INTERLOCAL AGREEMENT WITH MIAMIDADE COUNTY FOR THE PURPOSE OF PARTICIPATING IN THE MIAMI-DADE**

**COUNTY PARKING FINES REIMBURSEMENT PROGRAM.**

**Resolution R2015-47 (Jeffrey F. Thompson, P.E., Director of Public Utilities)**  
**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AMENDING STATE REVOLVING FUND LOAN AGREEMENT DW130130 WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR THE AUTOMATED METER READING PROJECT TO EXTEND THE TERM OF COMPLETION FOR THE CONSTRUCTION AND TO EXTEND THE REPAYMENT SCHEDULE; AND AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT 5.**

**Resolution 2015-48 (Jeffrey F. Thompson, P.E., 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 THE NORTH MIAMI ISLAMIC CENTER, INC. (NMIC) TO BE LOCATED OVER AND ACROSS A PORTION OF TRACT "A" OF REPLAT OF A PORTION OF CLOVERLEAF BUSINESS DISTRICT, IN NORTH MIAMI, FLORIDA, FOR THE CONSTRUCTION, OPERATION, AND MAINTENANCE OF WATER FACILITIES.**

**Resolution 2015-49 (Jeffrey F. Thompson, P.E., 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 LPLA PARTNERS, LP, (LPLA) TO BE LOCATED OVER AND ACROSS A PORTION OF TRACT 4, SUBDIVISION OF GOVERNMENT LOT 6 SECTION 2, RANGE 42 EAST AND GOVERNMENT LOTS 1, 2, 4 AND PORTIONS OF 5 AND 6, SECTION 11, TOWNSHIP 52, RANGE 42 EAST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 10 AT PAGE 64 OF THE PUBLIC RECORDS OF MIAMI DADE COUNTY, FLORIDA, IN SUNNY ISLES BEACH, FLORIDA, FOR THE CONSTRUCTION, OPERATION, AND MAINTENANCE OF WATER FACILITIES.**

**Resolution R2015-50 (Barbara Trinko, Finance Director, Paulette Murphy, Director of Parks & Rec)**  
**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA APPROVING A BUDGET AMENDMENT TO TRANSFER AN AMOUNT OF \$90,000 FROM THE CITY MANAGER'S CONTINGENCY ACCOUNT NO. 010-200-512-995 INTO THE PARKS AND RECREATION DEPARTMENT DEPT. 7 DIVISION 730 ALLEN PARK & ATHLETICS-IMPROVEMENTS OTHER THAN BUILDINGS ACCOUNT NO. 010-730-572-830 FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2015.**

**Motion to approve** the Consent Agenda made by Vice Mayor DeFillipo, seconded by Councilwoman Kramer. **Motion passed 4-1 with Councilwoman Spiegel dissenting and Councilwoman Martell, Councilman Pierre were not present.**

Councilwoman Smith requested a presentation on the Ygrene legislation for the public to better understand the details and create awareness.

Councilwoman Spiegel asked City Manager Garcia what assurances there were that the electronic meter replacements would be completed by the time set forth by her office. City Manager Garcia responded that they would be.

## **CITY MANAGER'S REPORT**

City Manager Garcia introduced Kevin Adderley of the Sharpton Group P.A. who delivered a City audit presentation to Council. He took questions from Council and provided his assessment on the health of City finances and provided further clarification on their concerns. City Manager Garcia hailed the efforts of Finance Director Barbara Trinko and her team for their diligent work. Director Trinko provided an update for Council on the audit and the financials of the first two quarters.

Public Works Director Esmond Scott and Councilwoman Kramer recognized two vendors for their support in the City's Arbor Day event. Steve Landis of Peoples Choice Landscaping and Sheldon Mullings of Mullings Engineering appeared and accepted their certificates of appreciation. Director Scott presented Council with an update on completed and current projects within the City.

**Motion to approve** the use of the City Logo for the Florida Department of Transportation's "Put it Down" campaign made by Vice Mayor DeFillipo, seconded by Councilwoman Spiegel. **Motion passed 5-0 with Councilwoman Martell, Councilman Pierre not present.**

## **CITY ATTORNEY'S REPORT**

City Attorney Smith updated Council on the current pending litigation referencing some settlements, forfeitures, foreclosures, and bankruptcies and that matters had been resolved most favorably. He informed Council of the class action lawsuit against all municipalities with a red light camera program and that he would keep them abreast of all developments.

## **DISCUSSION ITEMS:**

### **Consent for Travel COSW (Councilwoman Spiegel)**

Councilwoman Spiegel asked her colleagues for support on sending an additional member of the Commission on the Status of Women (COSW) to a national conference in Indiana. Council discussed the proposal.

**Motion to approve** sending one member of the COSW to a national conference made by Vice Mayor DeFillipo, seconded by Councilwoman Smith. **Motion passed 5-0 with Councilwoman Martell, Councilman Pierre absent.**

**MISCELLANEOUS ITEMS:** There were none.

**LEGISLATION:** There was no legislation.

## **Litigation List**

As of June 2, 2015

**MAYOR'S DISCUSSION:** There was no discussion

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

### **CITY COUNCIL REPORTS**

**Vice Mayor DeFillipo** praised all of the beautification and infrastructure improvements taking place in the City. He thanked staff and administration for their work. He urged families to sign up their children for the camp programs available to residents.

**Councilwoman Kramer** expressed excitement about all the change taking place in the City and the upcoming budget process.

**Councilwoman Smith** thanked staff for their work on Snake Creek and other areas in the City. She asked staff for similar measures in the Highland Village section of the City. She thanked the police department for their efforts in keeping the City safe. She wished residents a safe and happy summer.

**Councilwoman Spiegel** announced the next planning and zoning meeting and recycle schedule

**Mayor Vallejo** thanked staff and urged them to keep up the momentum. He thanked the police department for their work. He said the work being done was not going unnoticed.

**Next Council Meeting Date:** June 16, 2015

### **ADJOURNMENT**

There being no further business to come before the City Council, the meeting was adjourned at 9:59 p.m.

ATTEST:

(SEAL)

---

Pamela L. Latimore, CMC



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**

---

**TO:** Mayor and City Council  
**FROM:** Ana Garcia, City Manager  
**VIA:** Rose Amberson, Human Resources Director  
**DATE:** Tuesday, June 16, 2015

---

**RE:** Resolution No. R2015-36 (Rose Amberson, Director, Human Resources)

---

**BACKGROUND ANALYSIS:** The City of North Miami Beach, Civil Service Rules allow employees of the City of North Miami Beach to accept outside employment, provided there is no direct conflict with their primary employment with the City, and an established approval process is followed. The Civil Service Board has recently reviewed this approval process, and has made recommendations for changes. These changes will minimize administrative hurdles, and at the same time ensure that appropriate management, human resources, and legal reviews take place. The Civil Service Board's role would be converted to hear appeals of any denials, rather than to provide approvals to requests during the front end of the approval cycle.

**RECOMMENDATION:** It is recommended that Resolution No. R2015-36 be passed by the City Council in order that the Civil Service Board's recommendations be formally adopted.

**FISCAL/BUDGETARY  
IMPACT:** No fiscal impact.

---

### ATTACHMENTS:

- ❏ [Resolution R2015-36](#)
- ❏ [Exhibit A to Resolution R2015-36](#)



**RESOLUTION NO. R2015-36**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING THE CIVIL SERVICE BOARD'S PROPOSED CHANGES TO CHAPTER 2 OF THE CIVIL SERVICE RULES AND REGULATIONS TO ELIMINATE THE REQUIREMENT OF BOARD APPROVAL FOR OUTSIDE EMPLOYMENT REQUESTS APPROVED BY THE EMPLOYEE'S DEPARTMENT DIRECTOR, PROVIDING FOR APPELATE REVIEW BY THE BOARD, WHICH MAY MAKE RECOMMENDATIONS TO THE CITY MANAGER IN CONSULTATION WITH THE BOARD ATTORNEY.**

**WHEREAS**, at the regular meeting of the Civil Service Board (the "Board") on January 26, 2015, the Board unanimously approved an amendment to Chapter 2 of the Civil Service Rules (the "Rules") and Regulations; and

**WHEREAS**, it is the intent of the Board to minimize the administrative hurdles to Civil Service employees seeking outside employment by eliminating the existing requirement that the employee must seek approval from the Board for outside employment requests approved by the employee's Department Director; and

**WHEREAS**, the proposed revisions to Civil Service Rule 2.05.07, attached hereto as "Exhibit A" and incorporated herein, remove the requirement for Board approval of outside employment approved by the Department Director; and

**WHEREAS**, the Board instead seeks to establish an appeals procedure whereby the employee may appeal to the Board a denial of outside employment by the Department Head if it has also been denied by the Human Resources Department; and

**RESOLUTION R2015-36**

**WHEREAS**, the Board will evaluate any such appeal in consultation with the Board Attorney and make a recommendation to the City Manager, who will make a final determination about the outside employment request in consultation with the City Attorney; and

**WHEREAS**, through the Board Secretary, the Board solicited input from the General Employees Union, the International Union of Police Associations, AFL-CIO (IUPA), as well as the Department Directors of the City; and no union representatives or Department Director objected to the proposed changes at the hearing or otherwise; and

**WHEREAS**, the Human Resources Department recommends approval of the Board's proposed revisions to the Civil Service Rules regarding outside employment procedures; and

**WHEREAS**, the City Council desires to ratify and approve said amendment and change to the Civil Service Rules pursuant to the City Charter.

**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 attached revisions to the Civil Service Rules and Regulations are hereby ratified, approved, confirmed and adopted as the policy of the City of North Miami Beach, and the Secretary of the Civil Procedure Board is directed to incorporate such amendment and change within the existing Civil Service Rules and Regulations.

**Section 3.** This Resolution shall take effect immediately upon its adoption.

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

ATTEST:

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

(CITY SEAL)

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

APPROVED AS TO FORM &  
LANGUAGE & FOR EXECUTION

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

SPONSORED BY: Mayor and Council

**RESOLUTION R2015-36**

## Exhibit A

### AMENDMENT TO CSB RULE ON OUTSIDE EMPLOYMENT, PARA. 2.05.07

Approved by Civil Service Board on April 27, 2015

2.05.07 Outside Employment: All City employees covered under the Rules must adhere to the City's policy on Conflict of Interests. Prior to accepting any off-duty employment position an employee must inform his/her department head about type of outside employment being considered and the expected work hours. The department head will then approve the request, inform the employee and forward the approved request to the Human Resources Department for further processing ~~inclusion in the next Board's meeting agenda~~. Until such time as the employee received final approval, ~~Board meets to consider the request~~ the employee may not accept the outside employment requested. If the department head disapproves the request it must be done in writing and a copy sent to the Human Resources Director for his review. ~~An~~The employee who is denied off-duty employment by his/her department head may appeal this decision to the Human Resources Director. If the Human Resources Director concurs with the denial, the employee may appeal that decision to the Civil Service Board~~City Manager~~. If the Civil Service Board ~~City Manager~~ denies approval, the employee may appeal the decision to the City Manager Board, whose decision shall be final. ~~In consultation with the Board Attorney, the Board may submit a recommendation to approve the outside employment request to the City Manager, whose's decision is~~shall be final.



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**

---

**TO:** Mayor and City Council  
**FROM:** Ana M. Garcia, City Manager  
**VIA:** J. Scott Dennis, Chief of Police  
Harvette Smith, Accreditation Manager  
**DATE:** Tuesday, June 16, 2015

---

**RE:** Resolution R2015-39 (J. Scott Dennis, Chief of Police)

---

**BACKGROUND ANALYSIS:** Pursuant to City directives and policy, the Mutual Aid Agreements (MAA) between the North Miami Beach Police Department (NMBPD) and our partnering agencies will be presented to Council. Attached you will find an MAA renewing the ongoing relationship and agreements between the NMBPD and the Sunny Isles Beach Police Department. This agreement follows Florida State Statutes Chapter 23.1225 and allows for the legal authority to render and/or receive aid to and from the concerned Departments. MAA's are written authority given from one agency to another to convey the statutory authorities to conduct law enforcement activities outside of one of the agency's jurisdiction. These agreements and arrangements are necessary for the day to day operations of the Departments.

**RECOMMENDATION:** Approval of the Mutual Aid Agreement with Sunny Isles Beach Police Department is recommended.

**FISCAL/BUDGETARY IMPACT:** None. Our existing Mutual Aid Agreement is longstanding and approval to renew the agreement will have no fiscal impact on our operation.

---

### ATTACHMENTS:

- ❑ [Resolution No. R2015-39](#)
- ❑ [Sunny Isles Beach Police Department Mutual Aid Agreement](#)

**RESOLUTION NO. R2015 -39**

**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 SUNNY ISLES  
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 SUNNY ISLES BEACH, FLORIDA.**

**WHEREAS**, it is the responsibility of the respective governments of the City of North Miami Beach and the City of Sunny Isles Beach, Florida to ensure the public safety of their citizens by providing adequate levels of police service to address any foreseeable routine or emergency situation; and

**WHEREAS**, the existence of, and continuing possibility that there may be the occurrence of law enforcement problems, and other natural and man-made conditions which are, or likely to be, beyond the control of services, personnel, equipment, or facilities of the City of North Miami Beach Police Department and the City of Sunny Isles Beach Police Department; and

**WHEREAS**, it is necessary to ensure that these law enforcement agencies will have adequate resources to address any and all of these conditions, to protect the public peace and safety, and to preserve the lives and property of the people of North Miami Beach and the City of Sunny Isles Beach, Florida; and

**WHEREAS**, the City of North Miami Beach and the City of Sunny Isles Beach have the authority under Chapter 23 of the Florida Statutes, known as the “Florida Mutual Aid Act,” to enter into the attached Voluntary Cooperation and Operational Assistance Mutual Aid Agreement.

**RESOLUTION NO. R2015-39**

**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 hereby direct and authorize the City Manager and City Clerk to execute a Voluntary Cooperation and Operational Assistance Mutual Aid Agreement, in a form acceptable to the City Attorney, for the purpose of coordinating law enforcement planning, operations, and mutual aid benefit between the City of North Miami Beach and the City of Sunny Isles Beach, Florida, in substantially the attached form.

**APPROVED AND ADOPTED** by the City of North Miami Beach City Council at the regular meeting assembled this 16th day of **June, 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

## MUTUAL AID AGREEMENT

### **Between the City of Sunny Isles Beach Police Department and the City of North Miami Beach Police Department**

WHEREAS, it is the responsibility of the governments of the **City of Sunny Isles Beach**, Florida, and the **City of North Miami Beach**, Florida, to ensure the public safety of their citizens by providing adequate levels of police services to address any foreseeable routine or emergency situation; and

WHEREAS, because of the existing and continuing possibility of the occurrence of law enforcement problems and other natural and manmade conditions which are, or are likely to be, beyond the control of the services, personnel, equipment or facilities of the participating municipal police departments; and

WHEREAS, in order to ensure the preparation of these law enforcement agencies will be adequate to address any and all of these conditions, to protect the public peace and safety, and to preserve the lives and property of the people of the participating **Miami-Dade County** municipalities; and

WHEREAS, the participating **Miami-Dade County** municipalities have the authority under Chapter 23, Florida Statutes, Florida Mutual Aid Act, to enter into a Mutual Aid Agreement.

NOW, THEREFORE, BE IT KNOWN, that the **City of Sunny Isles Beach**, subdivision of the State of Florida, and the undersigned representatives, in consideration of mutual promises to render valuable aid in times of necessity, do hereby agree to fully and faithfully abide by and be bound by the following terms and conditions:

1. Short title: Mutual Aid Agreement
2. Description: Since the Mutual Aid Agreement provides for the requesting and rendering of assistance for both routine and intensive law enforcement situations, this Mutual Aid Agreement combines the elements of both a voluntary cooperation agreement and a requested operational assistance agreement as described in Chapter 23 Florida Statutes.
3. Definitions:
  - A. **Joint declaration:** A document which enumerates the various conditions or situations where aid may be requested or rendered pursuant to this Agreement, as determined by concerned agency heads. Subsequent to execution by the concerned agency heads, the Joint Declaration shall be filed with the clerks of the respective political subdivisions and shall thereafter become part of this



Agreement. Said declaration may be amended or supplemented at any time by the agency heads by filing subsequent declarations with the clerks of the respective political subdivisions.

- B. **Agency or participating law enforcement agency:** Either the **City of Sunny Isles Beach Police Department** or the participating municipal police department.
- C. **Agency Head:** Either the Chief of the **City of Sunny Isles Beach Police Department**, or the Chief's designees, and the Chief of Police of the participating municipal police department, or the Chief's designees.
- D. **Participating municipal police department:** The police department of any municipality in **Miami-Dade County**, Florida, that has approved and executed this Agreement upon the approval of the governing body of the municipality.
- E. **Certified law enforcement employees:** Any law enforcement employee certified as provided in Chapter 943, Florida Statutes.

4. Operations:

- A. In the event that a party to this Agreement is in need of assistance, as specified in the applicable Joint Declaration, an authorized representative of the police department requiring assistance shall notify the agency from which such assistance is requested. The authorized agency representative whose assistance is sought shall evaluate the situation and his available resources, and will respond in a manner deemed appropriate.
- B. Each party to this Agreement agrees to furnish necessary man power, equipment, facilities, and other resources and to render services to the other party as required to assist the requesting party in addressing the situation which caused the request; provided, however, that no party shall be required to deplete, unreasonably, its own manpower, equipment, facilities, and other resources and services in rendering such assistance.
- C. The agency heads of the participating law enforcement agencies, or their designees, shall establish procedures for giving control of the mission definition to the requesting agency, and for giving tactical control over accomplishing any such assigned mission and supervisory control over all personnel or equipment provided pursuant to this Agreement to the providing agency.

5. Powers, Privileges, Immunities, and Costs:

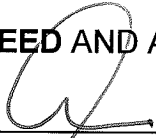
- A. All employees of the participating municipal police department, certified law enforcement employees as defined in Chapter 943, Florida Statutes, during such time that said employees are actually providing aid outside of the jurisdictional limits of the employing municipality pursuant to a request for aid made in accordance with this Agreement, shall pursuant to the provisions of Chapter 23, Florida Statutes, have the same powers, duties, rights, privileges, and immunities as if they were performing their duties in the political subdivision in which they are regularly employed.
- B. The political subdivision having financial responsibility for the law enforcement agency providing the services, personnel, equipment, or facilities pursuant to the provisions of this Agreement shall bear any loss or damage to same and shall pay any and all expenses incurred in the maintenance and operation of same.
- C. The political subdivision having financial responsibility for the law enforcement agency providing aid pursuant to this Agreement shall compensate all of its employees rendering aid pursuant to this Agreement, during the time of rendering of such aid, and shall defray the actual travel and maintenance expenses of such employees while they are rendering such aid. Such compensation shall include any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such aid. Such compensation shall also include all benefits normally due such employees.
- D. All exemptions from ordinances and rules, and all pension, insurance, relief, disability, workers compensation, salary, death, and other benefits which apply to the activity of such officers, agents, or employees of any such agency, when performing their respective functions within the territorial limits of their respective agencies, shall apply to them to the same degree, manner, and extent while engaged in the performance of their functions and duties extraterritorial under the provisions of this Mutual Aid Agreement. The provision of this Agreement shall apply with equal effect to paid and auxiliary employees.

6. **Indemnification:** The political subdivision having financial responsibility for the law enforcement agency providing aid pursuant to this Agreement agrees to hold harmless, defend, and indemnify the requesting law enforcement agency and its political subdivision in any suit, action or claim for damages resulting from any and all acts or conduct of employees of

said providing agency while providing aid pursuant to this Agreement, subject to Chapter 768, Florida Statutes, where applicable.

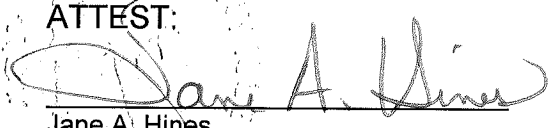
7. **Forfeitures:** It is recognized that during the course of the operation of the Agreement, property subject to forfeiture under the Florida Contraband Forfeiture Act, Florida Statutes, may be seized. The property shall be seized, forfeited, and equitably distributed among the participating agencies in proportion to the amount of investigation and participation performed by each agency. This shall occur pursuant to the provisions of the Florida Contraband Forfeiture Act.
8. **Conflicts:** Any conflict between this Agreement and the Florida Mutual Aid Act will be controlled by the provisions of the latter, whenever conditions exist that are within the definitions stated in Chapter 23, Florida Statutes.
9. **Effective Date and Duration:** This Agreement shall be in effect from date of signing, through and including **January 1, 2020**, and under no circumstances may this Agreement be renewed, amended or extended except in writing.
10. **Cancellation:** This Agreement may be canceled by either party upon sixty (60) days written notice to the other party. Cancellation will be at the discretion of the chief executive officers of the parties hereto.

**AGREED AND ACKNOWLEDGED** this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

  
\_\_\_\_\_  
George Scholl  
Mayor,  
City of Sunny Isles Beach, FL

\_\_\_\_\_  
Ana M. Garcia  
City Manager,  
City of North Miami Beach, FL

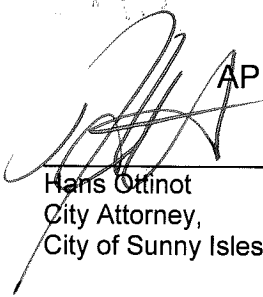
**ATTEST:**

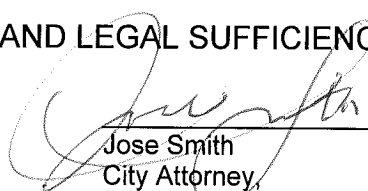
  
\_\_\_\_\_  
Jane A. Hines  
City Clerk,  
City of Sunny Isles Beach, FL

**ATTEST:**

\_\_\_\_\_  
Pamela L. Latimore  
City Clerk,  
City of North Miami Beach, FL

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY:**

  
\_\_\_\_\_  
Hans Ottinot  
City Attorney,  
City of Sunny Isles Beach, FL

  
\_\_\_\_\_  
Jose Smith  
City Attorney,  
City of North Miami Beach, FL

**JOINT DECLARATION  
OF THE CHIEF OF THE CITY OF SUNNY ISLES BEACH POLICE DEPARTMENT  
AND THE CHIEF OF THE CITY OF NORTH MIAMI BEACH POLICE  
DEPARTMENT PURSUANT TO MUTUAL AID AGREEMENT**

A deputy sheriff or police officer of either of the participating law enforcement agencies shall be considered to be operating under the provisions of the Mutual Aid Agreement when:

participating in law enforcement activities that are preplanned and approved by each respective agency head, or

appropriately dispatched in response to a request for assistance from the other law enforcement agency.

In compliance with, and under the authority of, the Mutual Aid Agreement, hereto entered into by the **City of Sunny Isles Beach**, Florida, and the **City of North Miami Beach**, Florida, it is hereby declared that the following list comprises the circumstances and conditions under which mutual aid may be requested and rendered regarding police operations pursuant to the Agreement. Said list may be amended or supplemented from time to time, as needs dictate by subsequent declarations.

1. Joint multi-jurisdictional criminal investigations
2. Civil affray or disobedience, disturbances, riots, large protest demonstrations, controversial trials, political conventions, labor disputes, and strikes
3. Any natural disaster
4. Incidents which require rescue operations and crowd and traffic control measures, including, but not limited to, large-scale evacuations, aircraft and shipping disasters, fires, explosions, gas line leaks, radiological incidents, train wrecks and derailments, chemical or hazardous waste spills, and electrical power failures
5. Terrorist activities including, but not limited to, acts of sabotage
6. Escapes from or disturbances within detention facilities
7. Hostage and barricaded subject situations, and aircraft piracy
8. Control of major crime scenes, area searches, perimeter control, backups to emergency and in-progress calls, pursuits, and missing persons calls

9. Enemy attack
10. Transportation of evidence requiring security
11. Major events; e.g., sporting events, concerts, parades, fairs, festivals, and conventions
12. Security and escort duties for dignitaries
13. Emergency situations in which one agency cannot perform its functional objective
14. Incidents requiring utilization of specialized units; e.g., underwater recovery, canine, motorcycle, crime scene, marine patrol enforcement or investigation, and police information
15. Joint training in areas of mutual need
16. Participating in exigent situations without a formal request which are spontaneous occurrences such as area searches for wanted subjects, perimeters, crimes in progress, escaped prisoners; traffic stops near municipal boundaries, request for assistance and no local unit is available or nearby, calls or transmissions indicating an officer is injured, calls indicating a crime of incident has occurred in which a citizen may likely be injured and the assisting municipality is closer to the area than the officer receiving the call
17. Mutual enforcement of all existing applicable laws and ordinances and exercise of arrest powers within the area comprising the jurisdictional waters within respective municipal boundaries

DATE: 01-29-2015

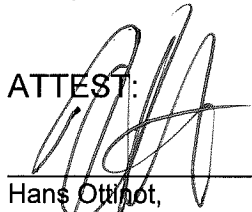
DATE: \_\_\_\_\_



Fred A. Maas  
Chief of Police.  
Sunny Isles Beach, Florida

\_\_\_\_\_  
J. Scott Dennis  
Chief of Police  
North Miami Beach, Florida

ATTEST:



\_\_\_\_\_  
Hans Ottino,  
City Attorney,  
Sunny Isles Beach, Florida.

ATTEST:



\_\_\_\_\_  
Jose Smith  
City Attorney,  
North Miami Beach, Florida

**JOINT DECLARATION AMENDMENT UNDER  
CITY OF SUNNY ISLES BEACH POLICE DEPARTMENT AND THE CITY OF  
NORTH MIAMI BEACH POLICE DEPARTMENT'S  
MUTUAL AID AGREEMENT**

This Agreement amends the Joint Declaration under the Mutual Aid Agreement of \_\_\_\_\_, 20\_\_\_\_, to include and permit concurrent **marine patrol** related jurisdiction between agencies on the waters, waterways, canals, channels, rivers, lakes, streams, and any and all other bodies of waters, including the Intracoastal Waterway (ICW) that fall within either jurisdiction at this or any future time during the term of this Mutual Aid Agreement.

It will be agreed between both Chiefs of Police of the **City of Sunny Isles Beach** and the **City of North Miami Beach** to the following conditions of concurrent marine patrol related jurisdiction:

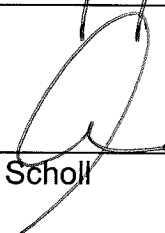
1. Both agencies will be permitted to patrol jurisdictional waters of either jurisdiction, and to take enforcement actions as deemed appropriate under city, state, and federal laws, rules, and regulations, and to write boating law violation citations, make arrests, and to attend court on behalf of the other agency.
2. Both agencies agree that any and all incidents, which require an initial (preliminary) police offense incident report (OIR), will be completed by the agency making the initial contact. Any follow-up investigations that are required are to be completed by the jurisdiction the incident occurred regardless of which agency completed the original offense incident report.
3. If an arrest is made by one agency that is operating in the jurisdictional waters of the other agency, and that arrest results in asset forfeiture proceedings, both agencies agree to a 50-50 share of the final asset distribution following the payment of all expenses relating to the prosecution of the civil case. The jurisdiction of civil forfeiture action shall be filed by seizing agency.
4. Both agencies have the right to set their own days and hours for marine patrol and agree to provide assistance and aid to the other agency under the spirit of Mutual Aid Agreement.

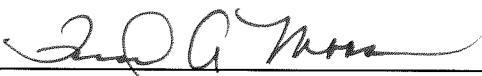
This Amendment shall become effective upon the signing of both Chiefs of Police and shall remain in effect until either the current Mutual Aid Agreement and Joint

Declaration expires or either agency gives written notice to the other agency to rescind this Amendment.

I accept the terms and conditions of the aforementioned Amendment to the current Mutual Aid Agreement and Joint Declaration between the **City of Sunny Isles Beach Police Department** and the **City of North Miami Beach Police Department**.

2/4/2015  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
George Scholl  
Mayor  
City of Sunny Isles Beach, Florida

  
\_\_\_\_\_  
Fred A. Maas  
Chief of Police  
City of Sunny Isles Beach, Florida

\_\_\_\_\_  
Date

\_\_\_\_\_  
Ana M. Garcia  
City Manager  
City of North Miami Beach, Fl.

\_\_\_\_\_  
J. Scott Dennis  
Chief of Police  
City of North Miami Beach, Fl.

**JOINT DECLARATION AMENDMENT UNDER  
CITY OF SUNNY ISLES BEACH POLICE DEPARTMENT AND THE CITY OF  
NORTH MIAMI BEACH POLICE DEPARTMENT'S  
MUTUAL AID AGREEMENT**

This Agreement amends the Joint Declaration under the Mutual Aid Agreement of \_\_\_\_\_, 20\_\_\_\_, to include and permit concurrent **marine patrol** related jurisdiction between agencies on the waters, waterways, canals, channels, rivers, lakes, streams, and any and all other bodies of waters, including the Intracoastal Waterway (ICW) that fall within either jurisdiction at this or any future time during the term of this Mutual Aid Agreement.

It will be agreed between both Chiefs of Police of the **City of Sunny Isles Beach** and the **City of North Miami Beach** to the following conditions of concurrent marine patrol related jurisdiction:

1. Both agencies will be permitted to patrol jurisdictional waters of either jurisdiction, and to take enforcement actions as deemed appropriate under city, state, and federal laws, rules, and regulations, and to write boating law violation citations, make arrests, and to attend court on behalf of the other agency.
2. Both agencies agree that any and all incidents, which require an initial (preliminary) police offense incident report (OIR), will be completed by the agency making the initial contact. Any follow-up investigations that are required are to be completed by the jurisdiction the incident occurred regardless of which agency completed the original offense incident report.
3. If an arrest is made by one agency that is operating in the jurisdictional waters of the other agency, and that arrest results in asset forfeiture proceedings, both agencies agree to a 50-50 share of the final asset distribution following the payment of all expenses relating to the prosecution of the civil case. The jurisdiction of civil forfeiture action shall be filed by seizing agency.
4. Both agencies have the right to set their own days and hours for marine patrol and agree to provide assistance and aid to the other agency under the spirit of Mutual Aid Agreement.

This Amendment shall become effective upon the signing of both Chiefs of Police and shall remain in effect until either the current Mutual Aid Agreement and Joint



Declaration expires or either agency gives written notice to the other agency to rescind this Amendment.

I accept the terms and conditions of the aforementioned Amendment to the current Mutual Aid Agreement and Joint Declaration between the **City of Sunny Isles Beach Police Department** and the **City of North Miami Beach Police Department**.

2/5/2015  
\_\_\_\_\_  
Date  
  
\_\_\_\_\_  
George Scholl  
Mayor  
City of Sunny Isles Beach, Florida

\_\_\_\_\_  
Date  
  
\_\_\_\_\_  
Ana M. Garcia  
City Manager  
City of North Miami Beach, Fl.

*Fred A. Maas*  
\_\_\_\_\_  
Fred A. Maas 01-29-15  
Chief of Police  
City of Sunny Isles Beach, Florida

\_\_\_\_\_  
J. Scott Dennis  
Chief of Police  
City of North Miami Beach, Fl.



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**

---

**TO:** Mayor and City Council  
**FROM:** Ana Garcia, City Manager  
**VIA:** Jose Smith, City Attorney  
**DATE:** Tuesday, June 16, 2015

---

**RE:** Resolution No. 2015-51 (Jose Smith, City Attorney)

---

**BACKGROUND ANALYSIS:** On February 26, 2015, the City Council requested that a new Charter Review Committee be established for the purpose of reviewing the existing Charter and the Proposed Charter presented to the City Council on November 18, 2014 and February 26, 2015.

As part of the request to establish a new Committee, the City Council stated that the scope of the Committee would include review and recommendations regarding Article II, Section 2.1 "Mayor and Vice-Mayor", Article II, Section 2.3 "Election and Term of Office", Article V, Section 5.1 "Elections", and such other provisions, as may be determined by the City Council or the Committee.

The attached Resolution provides for the appointment of Committee members, a one-year term for the Committee, and the Committee's scope of authority to review and make recommendations.

**RECOMMENDATION:**

**FISCAL/BUDGETARY  
IMPACT:**

---

**ATTACHMENTS:**

 [Resolution No. R2015-51](#)

## **RESOLUTION NO. R2015-51**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, SUN-SETTING THE CHARTER REVIEW COMMITTEE CREATED BY RESOLUTION 2008-10; CREATING A NEW AD HOC CHARTER REVIEW COMMITTEE FOR A ONE (1) YEAR PERIOD; PRESCRIBING ITS DUTIES, AND PROVIDING FOR APPOINTMENTS AND THE TERMS OF OFFICE FOR THE MEMBERS OF THE NEW AD HOC CHARTER REVIEW COMMITTEE.**

**WHEREAS**, Article XX, Section 121 of the City of North Miami Beach Charter provides that the City Council shall appoint a Charter Review Committee composed of residents, to review the Charter and make recommendations to the City Council, no less than every ten years; and

**WHEREAS**, Chapter 2, Article VII, Section 2-44 of the North Miami Beach Code of Ordinances establishes a Charter Review Committee; and

**WHEREAS**, the City Council has conducted Charter Review Workshops on April 29, 2014, November 18, 2014, and February 26, 2015; and

**WHEREAS**, the City Council has reached a consensus to recommend the repeal of the existing City Charter and replacement with a new modern charter, while retaining the Citizens Bill of Rights, the council-manager form of government, the charter officer positions, and at large seven council member seats; and

**WHEREAS**, the City Council desires to establish a new Ad-Hoc Charter Review Committee to review and make recommendations regarding, Article II, Section 2.1 “Mayor and Vice-Mayor”, Article II, Section 2.3 “Election and Term of Office”, Article V, Section 5.1 “Elections”, and such other provisions, as may be determined by the City Council or the Committee, from the proposed draft charter considered by the City Council on November 18, 2014; and

**RESOLUTION R2015-51**

**WHEREAS,** a new Ad-Hoc Charter Review Committee (“Committee”) is hereby established as of July 1, 2015 to be composed of seven (7) members who shall be direct appointees of the individual City Council members; and

**WHEREAS,** the terms of the Committee members shall commence on July 1, 2015 and expire on June 30, 2016 (subject to earlier or later sunset in the discretion of the City Council); and

**WHEREAS,** the Committee’s authority shall extend to those provisions discussed or considered by the City Council and any other provisions as may be determined by the City Council or the Committee, and shall include submittal of a report to the City Council by June 30, 2016, including recommendations concerning the provisions in the proposed draft charter, as identified hereinabove.

**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.** In accordance with provisions of the City of North Miami Beach Charter and the City of North Miami Beach Code of Ordinances, an Ad-Hoc Charter Review Committee is hereby established as of July 1, 2015 and expiring on June 30, 2016. The Committee shall be composed of seven (7) members who shall be direct appointees of each individual City Council member.

**Section 3.** The Committee is established to make recommendations and submit a final report concerning those provisions in the proposed draft charter considered by the City Council at its November 18, 2014 workshop and such other provisions, as may be determined by the City Council or the Committee.

**APPROVED AND ADOPTED** by the City Council of the City of North Miami  
Beach, Florida, in regular meeting assembled this **16<sup>th</sup> day of June, 2015.**

ATTEST:

---

PAMELA L. LATIMORE  
CITY CLERK

(CITY SEAL)

---

GEORGE VALLEJO  
MAYOR

APPROVED AS TO FORM:

---

JOSE SMITH  
CITY ATTORNEY

SPONSORED BY: Mayor and City Council

**RESOLUTION R2015-51**



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](#)

---

**TO:** Mayor and City Council  
**FROM:** Ana M. Garcia, City Manager  
**VIA:** Esmond Scott, Director of Public Works  
Abdias Saenz, Capital Improvement Projects Manager  
**DATE:** Tuesday, June 16, 2015

---

**RE:** Resolution No. 2015-53 (Esmond Scott, Director of Public Works, Brian K. O'Connor, Chief Procurement Officer)

---

**BACKGROUND ANALYSIS:**

North Miami Beach does not currently have stand-alone Local Identification Markers (entry signs). In an effort to establish such that would clearly identify our boundaries, the city has brought the design of same to the Florida Department of Transportation for approval. The proposed entry signs, to be installed at the northernmost city limits on Biscayne Boulevard and at the easternmost city limits on NE 163<sup>rd</sup> Street, have been approved by FDOT and its Community Aesthetic Board. FDOT now requires a resolution to execute the agreement so that we may proceed with installation.

**RECOMMENDATION:**

Staff recommends that we proceed with this resolution as proposed. Installation of these community aesthetic features support the vision and goals of the city's Strategic Plan of creating a beautiful and safe community with vibrant and revitalized major corridors. Additionally it serves to visually establish our geographic boundaries

**FISCAL/BUDGETARY IMPACT:**

Installation of both entry signs will be \$122,492.

---

**ATTACHMENTS:**

- ▯ [Resolution No. 2015-53](#)
- ▯ [Exhibit A to Resolution R2015-53](#)

**RESOLUTION NO. R2015-53**

**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 COMMUNITY AESTHETIC FEATURE AGREEMENTS, IN SUBSTANTIALLY THE ATTACHED FORMS, BETWEEN THE CITY OF NORTH MIAMI BEACH AND THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT); PROVIDING THE TERMS AND CONDITIONS FOR THE INSTALLATION AND MAINTENANCE OF GATEWAY MONUMENT SIGNS ON MEDIAN STRIPS ON THE STATE HIGHWAY SYSTEM.**

**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**, at the City's request, FDOT has agreed to allow the City to install [and maintain] gateway monument signs located at NE 163<sup>rd</sup> Street East of NE 35<sup>th</sup> Avenue and 17399 and 17455 on Biscayne Boulevard; 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**, the Mayor and City Council of the City of North Miami Beach, desire to install the gateway monument signs and authorizes the City Manager to execute the Agreements (attached hereto as Exhibit "A" and incorporated by reference) between the City of North Miami Beach and the Florida Department of Transportation.



**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 approve and authorize the City Manager, in a form acceptable to the City Attorney, to do all things necessary to execute the Agreements (Exhibit “A”), in substantially the attached form, 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 June, 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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**COMMUNITY AESTHETIC FEATURE AGREEMENT**

626-010-10  
ROADWAY DESIGN  
OGC-12/12  
Page 1 of 12

Section No. 87030000 CAFA No. 2015-0001

This Community Aesthetic Feature Agreement ("Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_ between the State of Florida, Department of Transportation ("FDOT") and The City of North Miami Beach ("Agency"). FDOT and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

**RECITALS**

- A. The Agency has requested permission from FDOT to install a [CHOOSE ONE: ☐ Public Art – Standalone, ☐ Public Art – Add On/affixed, ☒ Local Identification Marker – Standalone, ☐ Local Identification Marker – Add On/affixed] community aesthetic feature on that certain right-of-way owned by FDOT which is located at Biscayne Blvd - 17399 and 17455 in Miami-Dade County, Florida ("Project").
- B. FDOT agrees that transportation facilities enhanced by community aesthetic features can benefit the public, result in positive economic development, and increase tourism both locally and throughout Florida.
- C. The Parties agree to the installation and maintenance of the Project, subject to the terms and conditions in this Agreement.

**AGREEMENT**

1. **TERM.** The term of this Agreement shall commence upon full execution of this Agreement ("Effective Date") and continue through June, 2045, which is determined as the lifespan of the Project, unless terminated at an earlier date as provided in this Agreement. If the Agency does not complete the installation of the Project within 1 year (365) days of the Effective Date of this Agreement, FDOT may immediately terminate this Agreement. This Agreement may only be renewed for a term no longer than the original term of this Agreement upon a writing executed by both Parties to this Agreement.

2. **PROJECT DESCRIPTION.** The Project is a [CHOOSE ONE: ☐ Public Art – Standalone, ☐ Public Art – Add On/affixed, ☒ Local Identification Marker – Standalone, ☐ Local Identification Marker – Add On/affixed], as more fully described in the plans in Exhibit "A", attached and incorporated in this Agreement.

3. **FUNDING OF THE PROJECT.** The Agency has agreed by resolution to approve the Project and to fund all costs for the design, installation, and maintenance of the Project, and such resolution is attached and incorporated in this Agreement as Exhibit "D". FDOT shall not be responsible for any costs associated with the Project. All improvements funded, constructed, and installed by the Agency shall remain the Agency's property. However, this permissive use of FDOT's right-of-way where the Project is located does not vest any property right, title, or interest in or to the Agency for FDOT's right-of-way.

4. **DESIGN AND CONSTRUCTION STANDARDS AND REQUIRED APPROVALS.**

- a. The Agency is responsible for the design, construction, and maintenance of the Project in accordance with all applicable federal, state and local statutes, rules and regulations, including FDOT standards and specifications. A professional engineer, registered in Florida, shall provide the certification that all design and construction for the Project meets the minimum construction standards established by FDOT and applicable Florida Building Code construction standards. The Agency shall submit all plans or related construction documents, cost estimates, project schedule, and applicable third party agreements to FDOT for review and approval prior to installation of the Project. The Agency is responsible for the preparation of all design plans for the Project, suitable for reproduction on 11 inch by 17 inch sheets, together with a complete set of specifications covering all construction requirements for the Project. Six (6) copies of the design plans shall be provided to FDOT's District Design Engineer, at 1000 NW 111 Avenue, Room 6102-A, Miami, Florida 33172. FDOT will review the plans for conformance to FDOT's requirements and feasibility. FDOT's review shall not be considered an adoption of the plans nor a substitution for the engineer's responsibility for the plans. By review of the plans, FDOT signifies only that such plans and improvements satisfies FDOT's requirements, and FDOT expressly disclaims all other representations and warranties in connection with the plans, including, but

Section No. 87030000

CAFA No. 2015-0001

not limited to the integrity, suitability, or fitness for the intended purpose or whether the improvements are constructed in accordance with the plans. FDOT's review of the plans does not relieve the Agency, its consultants or contractors of any professional or other liability for the plans. All changes required by FDOT shall be made by the Agency and final corrected plans shall be provided to FDOT within thirty (30) days.

- b. The Agency shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility. Section 337.403, Florida Statutes, shall determine whether the utility bears the costs of utility work. The Agency shall bear the costs of utility work not required to be borne by the utility by Section 337.403, Florida Statutes.
- c. The Agency shall be responsible for monitoring construction operations and the maintenance of traffic ("MOT") throughout the course of the Project in accordance with the latest edition of FDOT Standard Specifications, Section 102. The Agency is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of FDOT Design Standards, Index 600 series. Any MOT plan developed by the Agency that deviates from FDOT Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by FDOT prior to implementation.
- d. The Agency is responsible for obtaining all permits that may be required by any federal, state, or local agency.
- e. Prior to commencing the Project, the Agency shall request a Notice to Proceed from FDOT's Construction Project Manager, Ivan Hay \_\_\_\_\_, at (305) 640-7114 or from an appointed designee.
- f. The Agency is authorized, subject to the conditions in this Agreement, to enter FDOT's right-of-way to install the Project (see attached Exhibit "B" Special Provisions). The Parties agree that this Agreement creates a permissive use only. Neither the granting of permission to use FDOT's right-of-way nor the placing of facilities upon FDOT's right-of-way shall operate to create or vest any property right in or to the Agency. The Agency shall not acquire any right, title, interest, or estate in FDOT right-of-way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Agency's use, occupancy or possession of FDOT right-of-way.
- g. FDOT shall have the right, but not the obligation, to perform independent assurance testing during the course of construction and throughout the maintenance term of the Project. If FDOT determines that a condition exists which threatens the public's safety, FDOT may, at its discretion, cause the Project to cease and/or immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Agency. Should the Agency fail to remove the safety hazard within thirty (30) days, FDOT may remove the safety hazard at the Agency's sole cost, expense, and effort.
- h. The Agency shall be responsible to ensure that construction of the Project is performed in accordance with the approved construction documents, and that it will meet all applicable federal, state, and local standards and that the work is performed in accord with the Terms and Conditions contained in Exhibit "C".
- i. The Agency shall notify FDOT a minimum of forty eight (48) hours before beginning the Project within FDOT right-of-way. The Agency shall notify FDOT should installation be suspended for more than five (5) working days.
- j. Upon completion of the Project, the Agency shall notify FDOT in writing of the completion of the installation of the Project. For all design work that originally required certification by a Professional Engineer, the notification shall contain a Responsible Professional's Certification of Compliance, signed and sealed by the Responsible Professional for the Project, the form of which is attached to this Agreement as Exhibit "E". The certification shall state that work has been completed in compliance with

Section No. 87030000 CAFA No. 2015-0001

the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation. The Agency and its contractors shall remove their presence, including, but not limited to, all of the Agency or its contractor's/ subcontractor's/ consultant's/ subconsultant's property, machinery, and equipment from FDOT right-of-way and shall restore those portions of FDOT right-of-way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project, at Agency's sole cost and expense.

- k. If FDOT determines that the Project is not completed in accordance with the provisions of this Agreement, FDOT shall deliver written notification to the Agency. The Agency shall have thirty (30) days from the date of receipt of FDOT's written notice to complete the Project and provide FDOT with written notice of the same ("Notice of Completion"). If the Agency fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, FDOT may: 1) provide the Agency with written authorization granting additional time as FDOT deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Agency's sole cost and expense, without FDOT liability to the Agency for any resulting loss or damage to property, including but not limited to machinery and equipment. If FDOT elects to correct the deficiency(ies), FDOT shall provide the Agency with an invoice for the costs incurred by FDOT and the Agency shall pay the invoice within thirty (30) days of the date of the invoice.
- l. Upon completion of the Project, the Agency shall be responsible for the perpetual maintenance of the Project, including all costs. The Maintenance schedule shall include Initial Defect, Instantaneous Damage and Deterioration components. The Initial Defect Maintenance inspection should be conducted, and any required repairs performed during the Construction Phase. The Instantaneous Damage Maintenance inspection should be conducted sixty (60) to ninety (90) days after placement and is intended to identify short term damage that does not develop over longer time periods. The Deterioration Maintenance inspection shall be conducted on regular, longer term intervals and is intended to identify defects and damages that occur by naturally occurring chemical, physical or biological actions, repeated actions such as those causing fatigues, normal or severe environmental influences, abuse or damage due to other causes. Deterioration Maintenance shall include, but is not limited to, the following services:  
Repair damaged panels and inoperable lighting.
- m. The Agency shall, within thirty (30) days after expiration or termination of this Agreement, remove the Project and restore the right-of-way to its original condition prior to the Project. The Agency shall secure its obligation to remove the Project and restore the right-of-way by providing a removal and restoration deposit, letter of credit, or performance bond in the amount of \$ 5,000.00.
- n. FDOT reserves its right to cause the Agency to relocate or remove the Project, in FDOT's sole discretion, and at the Agency's sole cost.

5. **INDEMNITY AND INSURANCE.**

- a. The Agency agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, and subconsultants, who perform work in connection with this Agreement:  
  
"The contractor/ subcontractor/ consultant/ subconsultant shall indemnify, defend, save and hold harmless the State of Florida, Department of Transportation and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor/ subcontractor/

Section No. 87030000 CAFA No. 2015-0001

consultant/ subconsultant, its officers, agents or employees."

- b. The Agency shall carry or cause its contractor/ subcontractor/ consultant/ subconsultant to carry and keep in force during the period of this Agreement a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$1,000,000 per person and \$5,000,000 each occurrence, and property damage insurance of at least \$100,000 each occurrence, for the services to be rendered in accordance with this Agreement. Additionally, the Agency or its contractor/ subcontractor/ consultant/subconsultant shall cause FDOT to be an additional insured party on the policy or policies, and shall provide FDOT with certificates documenting that the required insurance coverage is in place and effective. In addition to any other forms of insurance or bonds required under the terms of the Agreement, when it includes construction within the limits of a railroad right-of-way, the Agency must provide or cause its contractor to obtain the appropriate rail permits and provide insurance coverage in accordance with Section 7-13 of FDOT's Standard Specifications for Road and Bridge Construction (2010), as amended.
- c. The Agency shall also carry or cause its contractor/ subcontractor/ consultant/ subconsultant to carry and keep in force Worker's Compensation insurance as required by the State of Florida under the Worker's Compensation Law.

6. **NOTICES.** All notices pertaining to this Agreement are in effect upon receipt by either Party, shall be in writing, and shall be transmitted either by personal hand delivery; United States Post Office, return receipt requested; or, overnight express mail delivery. E-mail and facsimile may be used if the notice is also transmitted by one of the preceding forms of delivery. The addresses set forth below for the respective parties shall be the places where notices shall be sent, unless prior written notice of change of address is given.

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION  
DISTRICT SIX PROGRAM MANAGER

Chris Tavella

1000 NW 111th Avenue, Room 6102-A, Miami FL 33172

Phone: (305) 470-5103

Fax: (305) 470-5336

City of North Miami Beach COUNTY [OR CITY], FLORIDA

Edmond Scott

Public Works Department

17050 NE 19th Avenue

Phone: (305) 948-7916

Fax: (305) 957-3502

7. **TERMINATION OF AGREEMENT.** FDOT may terminate this Agreement upon no less than thirty (30) days notice in writing delivered by certified mail, return receipt requested, or in person with proof of delivery. The Agency waives any equitable claims or defenses in connection with termination of the Agreement by FDOT pursuant to this Paragraph 7.

8. **LEGAL REQUIREMENTS.**

- a. This Agreement is executed and entered into in the State of Florida and will be construed, performed, and

Section No. 87030000 CAFA No. 2015-0001

enforced in all respects in strict conformity with local, state, and federal laws, rules, and regulations. Any and all litigation arising under this Agreement shall be brought in a state court of appropriate jurisdiction in Leon County, Florida, applying Florida law.

- b. If any term or provision of the Agreement is found to be illegal or unenforceable, the remainder of the Agreement will remain in full force and effect and such term or provision will be deemed stricken.
- c. The Agency shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Agency in conjunction with this Agreement. Failure by the Agency to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by FDOT.
- d. The Agency and FDOT agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of FDOT as a result of this Agreement.
- e. The Agency shall not cause any liens or encumbrances to attach to any portion of FDOT right-of-way.

9. **PUBLIC ENTITY CRIME.** The Agency affirms that it is aware of the provisions of Section 287.133(2)(a), Florida Statutes. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. The Agency agrees that it shall not violate Section 287.133(2)(a), Florida Statutes, and further acknowledges and agrees that any conviction during the term of this Agreement may result in the termination of this Agreement.

10. **UNAUTHORIZED ALIENS.** FDOT will consider the employment of unauthorized aliens, by any contractor or subcontractor, as described by Section 274A(e) of the Immigration and Nationalization Act, cause for termination of this Agreement.

11. **NON-DISCRIMINATION.** The Agency will not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. The Agency shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management. The Agency shall insert similar provisions in all contracts and subcontracts for services by this Agreement.

12. **DISCRIMINATORY VENDOR LIST.** The Agency affirms that it is aware of the provisions of Section 287.134(2)(a), Florida Statutes. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity. The Agency further agrees that it shall not violate Section 287.134(2)(a), Florida Statutes, and acknowledges and agrees that placement on the list during the term of this Agreement may result in the termination of this Agreement.

13. **ATTORNEY FEES.** Each Party shall bear its own attorney's fees and costs.

14. **TRAVEL.** There shall be no reimbursement for travel expenses under this Agreement.

15. **PRESERVATION OF REMEDIES.** No delay or omission to exercise any right, power, or remedy

Section No. 87030000 CAFA No. 2015-0001

accruing to either Party upon breach or default by either Party under this Agreement, will impair any such right, power or remedy of either party; nor will such delay or omission be construed as a waiver of any breach or default or any similar breach or default.

16. **MODIFICATION.** This Agreement may not be modified unless done so in a writing executed by both Parties to this Agreement.

17. **NON-ASSIGNMENT.** The Agency may not assign, sublicense, or otherwise transfer its rights, duties, or obligations under this Agreement without the prior written consent of FDOT. Any assignment, sublicense, or transfer occurring without the required prior written approval of FDOT will be null and void. FDOT will at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental agency in the State of Florida, upon giving prior written notice to the Agency. In the event that FDOT approves transfer of the Agency's obligations, the Agency remains responsible for all work performed and all expenses incurred in connection with this Agreement.

18. **BINDING AGREEMENT.** This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations, or remedies upon any other person or entity except as expressly provided for in this Agreement.

19. **INTERPRETATION.** No term or provision of this Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

20. **ENTIRE AGREEMENT.** This Agreement, together with the attached exhibits and documents made a part by reference, embodies the entire agreement of the Parties. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement. This Agreement supersedes all previous communication, representation, or agreement, either verbal or written, between the Parties. No amendment will be effective unless reduced to writing and signed by an authorized officer of the Agency and the authorized officer of FDOT or his/her delegate.

21. **DUPLICATE ORIGINALS.** This Agreement may be executed in duplicate originals.

*The remainder of this page is intentionally left blank.*

Section No. 87030000 CAFA No. 2015-0001

**AGENCY**

City of North Miami Beach

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

Print Name: George Vallejo

Title: City of North Miami Beach Mayor

As approved by the Council, Board, or

Commission on: \_\_\_\_\_

Attest: \_\_\_\_\_

Legal Review: \_\_\_\_\_

Jose Smith 6/9/15

City or County Attorney

**FDOT**

State of Florida, Department of Transportation

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

Print Name: \_\_\_\_\_

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

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

Legal Review: \_\_\_\_\_



Section No. 87030000 CAFA No. 2015-0001

EXHIBIT "A"

PROJECT DESCRIPTION

I. SCOPE OF SERVICES

Installation of welcome sign at the following location inside the median:  
Biscayne Blvd., 17399 - 17455 (In front of Morton's and P.F. Chang's).

II. PROJECT PLANS

The Agency is authorized to install the Project in accordance with the attached plans prepared by Graphflex Sign  
P.E./R.L.A./Architect and dated 3/10/2015. Any revisions to these plans must be approved by FDOT in writing.

Section No. 87030000 CAFA No. 2015-0001

EXHIBIT "B"

SPECIAL PROVISIONS

Section No. 87030000 CAFA No. 2015-0001

EXHIBIT "C"

TERMS AND CONDITIONS FOR INSTALLATION OF THE PROJECT

1. Any lane or sidewalk closure is only granted during the work activities. Working hours within the FDOT right-of-way shall be between morning and afternoon non-peak hours as directed by the department representative prior to commencement of work. There shall be no lane closures between Thanksgiving and New Year's Eve due to moratorium.
2. A detailed lane/ sidewalk closure form, noting work and time phases shall be submitted to and approved by the department at least two (2) weeks prior to beginning work within the FDOT right-of-way by using the web-based Lane Closure Information System (LCIS) – [www.fdotlcis.com](http://www.fdotlcis.com).

Section No. 87030000 CAFA No. 2015-0001

EXHIBIT "D"

AGENCY RESOLUTION

Section No. 87030000 CAFA No. 2015-0001

EXHIBIT "E"

NOTICE OF COMPLETION AND RESPONSIBLE PROFESSIONAL'S  
CERTIFICATE OF COMPLIANCE

NOTICE OF COMPLETION

COMMUNITY AESTHETIC FEATURE AGREEMENT

Between

THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION  
and \_\_\_\_\_

PROJECT DESCRIPTION: \_\_\_\_\_

In accordance with the Terms and Conditions of the Community Aesthetic Feature Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of \_\_\_\_\_, 20\_\_\_\_\_.

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

Name: \_\_\_\_\_

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

RESPONSIBLE PROFESSIONAL'S CERTIFICATION OF COMPLIANCE

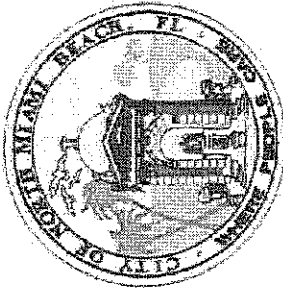
In accordance with the Terms and Conditions of the Community Aesthetic Feature Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish FDOT a set of "as-built" plans certified by the Engineer of Record.

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

SEAL:

Name: \_\_\_\_\_

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



## City of North Miami Beach

17050 N.E. 19th Avenue, North Miami Beach, Miami-Dade, Florida 33162

### MAYOR

George Velejo

### CITY COUNCIL

Phyllis S. Smith Beth E. Spiegel  
Anthony F. DeFillipo Barbara Kramer  
Marlen Martell Frantz Pierre

### CITY MANAGER

Ana M. Garcia

### CITY ATTORNEY

Jose Smith

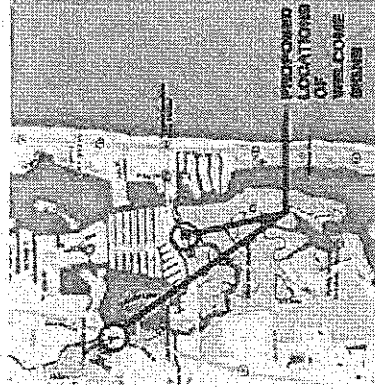
### CITY CLERK

Pamela L. Latimore

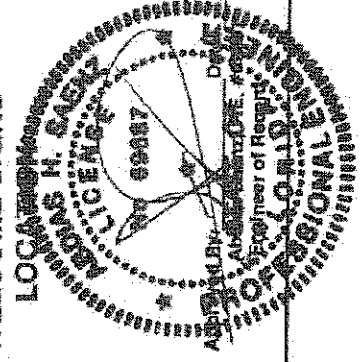
## PUBLIC WORKS DEPARTMENT

### DIRECTOR

Edmond K. Scott



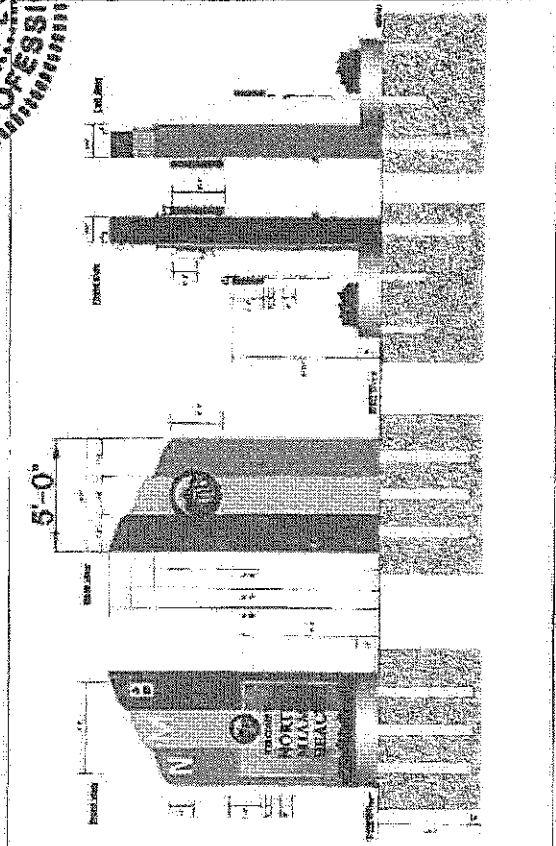
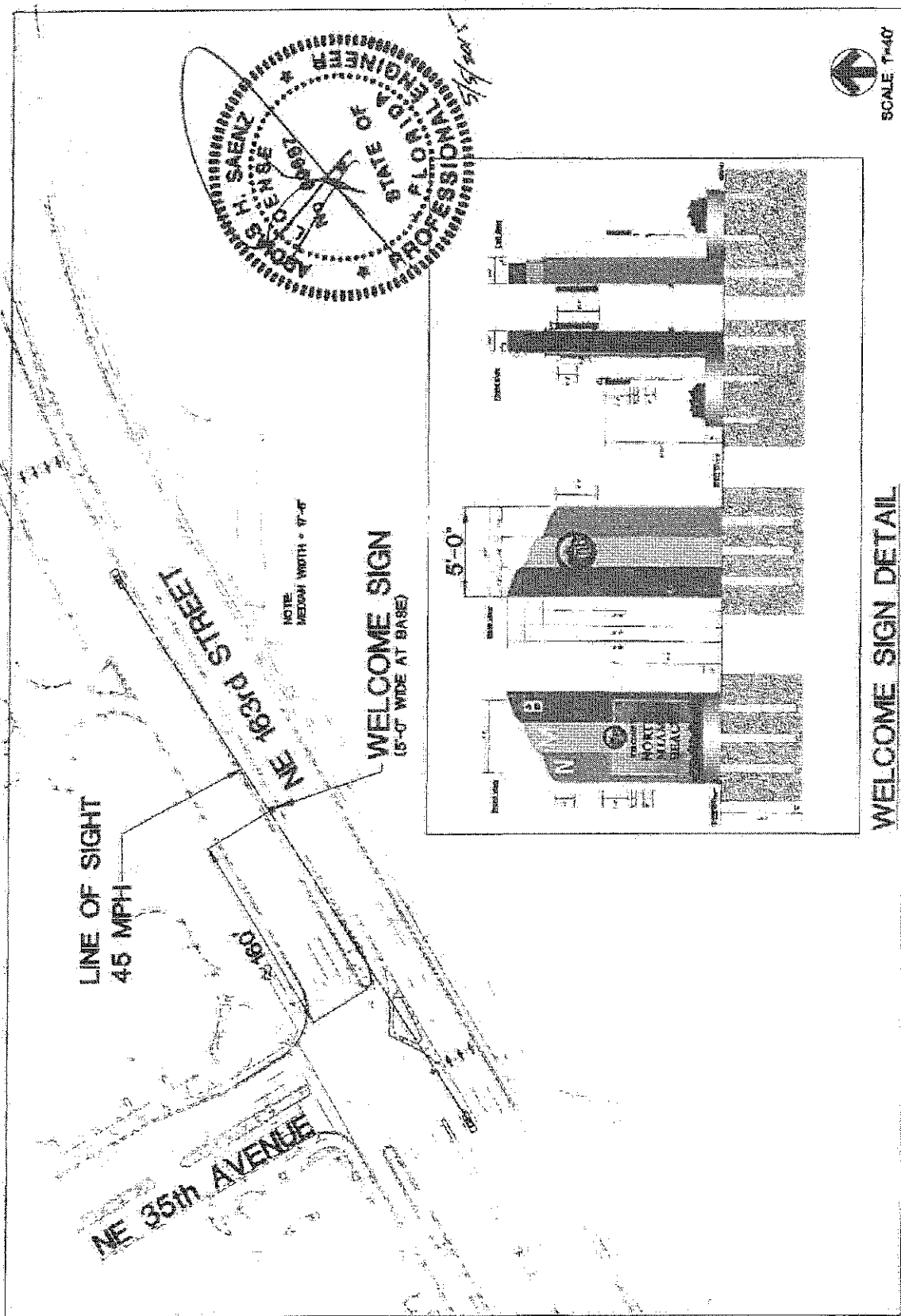
## WELCOME SIGNS



## SIGHT DISTANCE ANALYSIS FOR TWO PROPOSED WELCOME SIGNS AT:

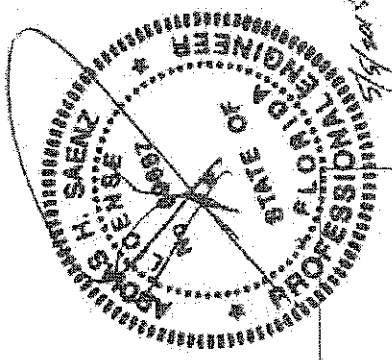
1. BISCAYNE BLVD. - 17399 & 17455 (IN FRONT OF MORTONS & P.F. CHANGS)
2. NE 163rd Street (826) & EAST OF NE 35th AVE. (IN FRONT OF INTERCOSTAL MALL.)





**WELCOME SIGN DETAIL**

SCALE 1"=40'  



FLORIDA DEPARTMENT OF TRANSPORTATION CRASH SUMMARY											
SECTION: 87030000		STATE ROUTE: 5									
ROADWAY LIMITS: 0		M.P. 0.000 TO 22.588		ENGINEER: FDOT D6							
STUDY PERIOD: FROM 1/ 09 TO 12/ 09		COUNTY: Miami-Dade									
No.	MILE POST	DATE	DAY	TIME	CRASH TYPE	FATAL	INJURY	PROP DAM	DAY / NIGHT	WET / DRY	CONTRIBUTING CAUSE
1	22.626	03/21/09	Sat	2100	Rear-End	0	0	1	Night	Dry	Unknown/Not Coded
2	22.628	11/24/09	Tue	1600	Sideswipe	0	1	0	Day	Dry	Improper Lane Change
3	22.630	03/10/09	Sat	1300	Angle	0	0	1	Day	Dry	Failed To Yield Right-Of-Way
4	22.630	01/29/09	Thu	1300	Angle	0	1	0	Day	Dry	Failed To Yield Right-Of-Way
5	22.630	02/21/09	Sat	1500	Coll. W/ Mv On Roadway	0	0	1	Day	Dry	No Improper Driving/Act
6	22.630	04/05/09	Sun	1900	Left-Turn	0	2	0	Night	Dry	Unknown/Not Coded
7	22.630	04/14/09	Tue	1900	Rear-End	0	1	0	Night	Wet	No Improper Driving/Act
8	22.630	05/21/09	Thu	1300	Rear-End	0	1	0	Day	Dry	Unknown/Not Coded
9	22.630	08/11/09	Tue	1100	Coll. W/Traffic Gate	0	0	1	Day	Dry	No Improper Driving/Act
10	22.630	11/20/09	Fri	2300	Left-Turn	0	0	1	Night	Dry	No Improper Driving/Act
11	22.635	04/08/09	Wed	1800	Angle	0	1	0	Day	Dry	No Improper Driving/Act
12	22.649	05/10/09	Sun	0500	Rear-End	0	1	0	Night	Dry	No Improper Driving/Act
13	22.687	03/22/09	Sun	1500	#N/A	0	0	1	Day	Dry	No Improper Driving/Act
14	22.687	07/13/09	Mon	2000	Rear-End	0	1	0	Day	Dry	No Improper Driving/Act
15	22.742	04/29/09	Wed	1800	Coll. W/ Bicycle	0	1	0	Day	Dry	Failed To Yield Right-Of-Way
16	22.858	04/09/09	Thu	0800	Rear-End	0	1	0	Day	Dry	No Improper Driving/Act
Total No.		Fatal	Injury	PDO	Angle	Left Turn	Right Turn	Rear End	Sideswipe	Ped/ Bike	
16		0	10	5	3	2	0	6	1	1	
		0.00%	62.50%	31.25%	18.75%	12.50%	0.00%	37.50%	6.25%	6.25%	
One Vehicle		Day	Night	Wet	Dry	Excess Speed	FTYRW	DUI			
2		11	5	1	15	0	3	0			
12.50%		68.75%	31.25%	6.25%	93.75%	0.00%	18.75%	0.00%			
TOTAL ENTERING VEHICLES/ADT:					55,000	SEGMENT CRASH RATE: 0.035					

FLORIDA DEPARTMENT OF TRANSPORTATION CRASH SUMMARY											
SECTION:		87030800			STATE ROUTE:			5			
ROADWAY LIMITS:		0			M.P. 0.000 TO 22.588			ENGINEER: FOOT D6			
STUDY PERIOD:		FROM 1/ 13			TO 12/ 13			COUNTY: Miami-Dade			
No.	MILE POST	DATE	DAY	TIME	CRASH TYPE	FATAL	INJURY	PROP DAM	DAY / NIGHT	WET / DRY	CONTRIBUTING CAUSE
1	22.588	01/06/13	Sun	1500	Angle	0	1	0	Day	Dry	No Improper Driving/Act
2	22.588	02/12/13	Tue	2500	Coll. W/ My On Roadway	0	3	0	Day	Dry	Unknown/Not Coded
3	22.588	03/25/13	Mon	0700	Overturmed	0	1	0	Day	Wet	Unknown/Not Coded
4	22.588	05/24/13	Mon	0100	Angle	0	0	1	Night	Dry	Exceeded Safe Speed Limit
5	22.588	09/06/13	Fri	1400	Angle	0	3	0	Day	Dry	Failed To Yield Right-Of-Way
6	22.588	10/20/13	Sun	1900	Rear-End	0	0	1	Night	Wet	Followed Too Closely
7	22.588	12/11/13	Wed	2300	Angle	0	3	0	Night	Dry	Careless Driving
8	22.589	01/09/13	Wed	1400	Rear-End	0	0	1	Day	Dry	Careless Driving
9	22.590	07/25/13	Thu	1600	Angle	0	1	0	Day	Dry	No Improper Driving/Act
10	22.756	06/09/13	Sun	2000	Coll. W/ Mv On Roadway	0	1	0	Night	Dry	Careless Driving
Total No		Fatal	Injury	PDO	Angle	Left Turn	Right Turn	Rear End	Side swipe	Ped/Bike	
10		0	7	3	5	0	0	2	0	0	
		0.00%	70.00%	30.00%	50.00%	0.00%	0.00%	20.00%	0.00%	0.00%	
One Vehicle		Day	Night	Wet	Dry	Excess Speed	FTYRW	DUI			
3		6	4	2	8	1	1	0			
30.00%		60.00%	40.00%	20.00%	80.00%	10.00%	10.00%	0.00%			
TOTAL ENTERING VEHICLES/ADT:					58,500		SEGMENT CRASH RATE: 0.020				

SECTION:		E7030000					STATE ROUTE:				5	
ROADWAY LIMITS:		0					M.P.		0.000 TO 22.588		ENGINEER: FDOT D6	
STUDY PERIOD:		FROM		1/ 13		TO		12/ 13		COUNTY: Miami-Dade		
No.	MILE POST	DATE	DAY	TIME	CRASH TYPE	FATAL	INJURY	PROP DAM	DAY / NIGHT	WET / DRY	CONTRIBUTING CAUSE	
1	22.588	01/05/13	Sun	1500	Angle	0	1	0	Day	Dry	No Improper Driving/Act	
2	22.588	02/12/13	Tue	1500	Coll. W/ Mv On Roadway	0	3	0	Day	Dry	Unknown/Not Coded	
3	22.588	03/25/13	Mon	0700	Overtaken	0	1	0	Day	Wet	Unknown/Not Coded	
4	22.588	05/24/13	Mon	0100	Angle	0	0	1	Night	Dry	Exceeded Safe Speed Limit	
5	22.588	09/06/13	Fri	1400	Angle	0	3	0	Day	Dry	Failed To Yield Right-Of-Way	
6	22.588	10/20/13	Sun	1900	Rear-End	0	0	1	Night	Wet	Followed Too Closely	
7	22.588	12/11/13	Wed	2300	Angle	0	3	0	Night	Dry	Careless Driving	
8	22.589	01/05/13	Wed	1400	Rear-End	0	0	1	Day	Dry	Careless Driving	
9	22.590	07/25/13	Thu	1600	Angle	0	1	0	Day	Dry	No Improper Driving/Act	
10	22.756	06/09/13	Sun	2000	Coll. W/ Mv On Roadway	0	1	0	Night	Dry	Careless Driving	
Total No		Fatal	Injury	PDO	Angle	Left Turn	Right Turn	Rear End	Side swipe	Ped/ Bike		
10		0	7	3	5	0	0	2	0	0		
		0.00%	70.00%	30.00%	50.00%	0.00%	0.00%	20.00%	0.00%	0.00%		
One Vehicle		Day	Night	Wet	Dry	Excess Speed	FTYRW	DUI				
3		6	8	2	8	1	1	0				
30.00%		60.00%	40.00%	20.00%	80.00%	10.00%	10.00%	0.00%				
TOTAL ENTERING VEHICLES/ACT:					58,560		SEGMENT CRASH RATE: 0.020					

FLORIDA DEPARTMENT OF TRANSPORTATION CRASH SUMMARY											
SECTION:		R7030000				STATE ROUTE 5					
ROADWAY LIMITS:		0				M.P. 0.000		TO 23.588		ENGINEER: FDOT DE	
STUDY PERIOD:		FROM 1/ 10				TO 12/ 10		COUNTY: Miami-Dade			
No.	MILE POST	DATE	DAY	TIME	CRASH TYPE	FATAL	INJURY	PROP DAM	DAY / NIGHT	WET / DRY	CONTRIBUTING CAUSE
1	22.621	03/03/10	Wed	1400	All Other	0	0	1	Day	Dry	No Improper Driving/Act
2	22.621	11/29/10	Mon	0700	Rear-End	0	1	0	Day	Dry	Unknown/Not Coded
3	22.626	11/04/10	Thu	1800	Rear-End	0	0	1	Night	Wet	Followed Too Closely
4	22.630	01/28/10	Thu	0700	Left-Turn	0	1	0	Day	Dry	No Improper Driving/Act
5	22.630	03/14/10	Sun	0000	Sideswipe	0	0	1	Night	Dry	No Improper Driving/Act
6	22.630	07/18/10	Sun	0100	Rear-End	0	2	0	Night	Wet	No Improper Driving/Act
7	22.630	09/03/10	Fri	1800	Sideswipe	0	0	1	Day	Dry	Disregarded Other Traffic Control
8	22.644	04/19/10	Mon	1300	All Other	0	2	0	Day	Dry	No Improper Driving/Act
9	22.649	09/26/10	Sun	2100	Sideswipe	0	0	1	Night	Dry	No Improper Driving/Act
10	22.668	07/09/10	Fri	1600	#N/A	0	0	1	Day	Dry	No Improper Driving/Act
11	22.782	08/15/10	Sun	0700	Rear-End	0	1	0	Day	Dry	Careless Driving
12	22.803	11/28/10	Sun	1700	All Other	0	0	1	Night	Dry	Unknown/Not Coded
Total No.		Fatal	Injury	PDO	Angle	Left Turn	Right Turn	Rear End	Slide swipe	Ped/ Bike	
12		0	5	7	0	1	0	4	3	0	
		0.00%	41.67%	58.33%	0.00%	8.33%	0.00%	33.33%	25.00%	0.00%	
One Vehicle		Day	Night	Wet	Dry	Excess Speed	FTYRW	DUI			
0		7	5	2	10	0	0	0			
0.00%		58.33%	41.67%	16.67%	83.33%	0.00%	0.00%	0.00%			
TOTAL ENTERING VEHICLES/ADT:						61,000					
						SEGMENT CRASH RATE: 0.024					

TOTAL ENTERING VEHICLES/ADT:

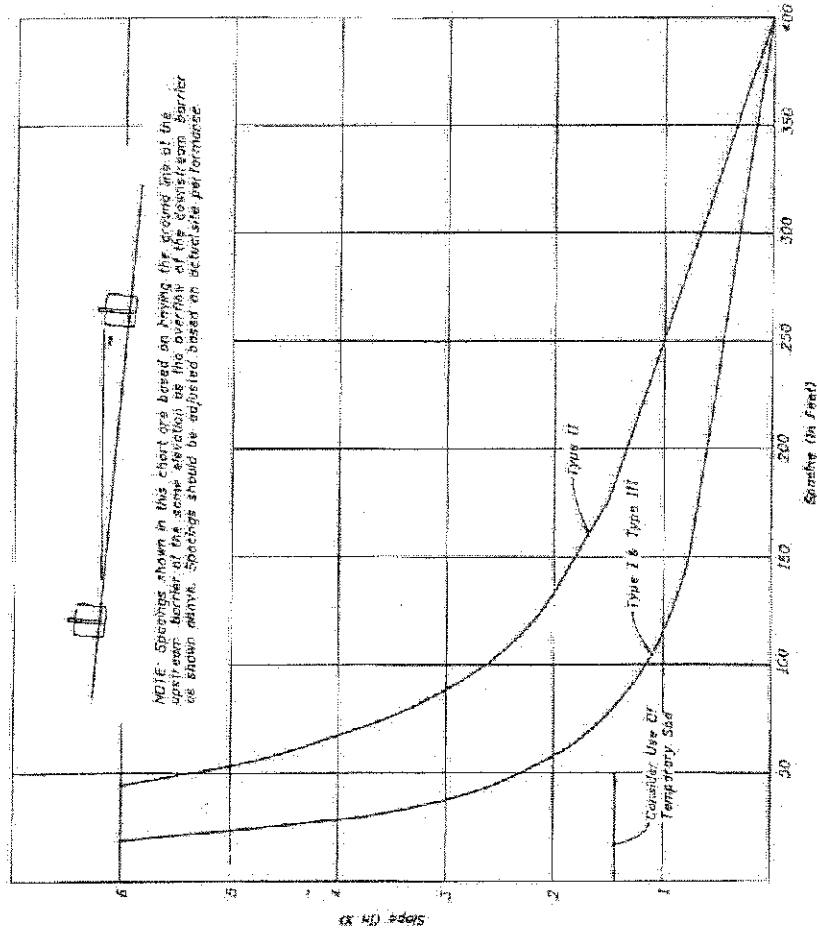
61,000

SEGMENT CRASH RATE: 0.024

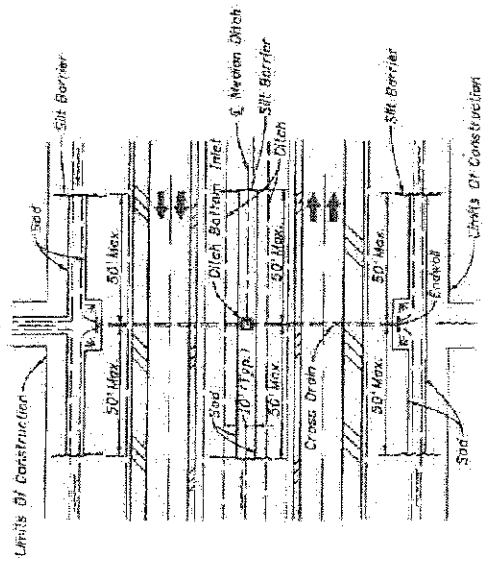
**FLORIDA DEPARTMENT OF TRANSPORTATION  
CRASH SUMMARY**

SECTION:		87030000				STATE ROUTE: 5					
ROADWAY LIMITS:		0				M.P. 0.000 TO 22.588				ENGINEER: #DOT D6	
STUDY PERIOD:		FROM 1/ 11				TO 12/ 11				COUNTY: Miami-Dade	
No.	MILE POST	DATE	DAY	TIME	CRASH TYPE	FATAL	INJURY	PROP DAM	DAY / NIGHT	WET / DRY	CONTRIBUTING CAUSE
1	22.588	06/26/11	Sun	1900	#N/A	0	4	0	Night	Wet	No Improper Driving/Act
2	22.591	02/14/11	Mon	1900	Coll. W/ Mv On Roadway	0	0	1	Night	Dry	No Improper Driving/Act
3	22.621	05/03/11	Tue	0800	Rear-End	0	0	1	Day	Dry	No Improper Driving/Act
4	22.626	07/30/11	Sat	0200	Rear-End	0	1	0	Night	Wet	Followed Too Closely
5	22.630	02/03/11	Thu	0800	Coll. W/ Mv On Roadway	0	1	0	Day	Dry	No Improper Driving/Act
6	22.630	02/19/11	Sat	2100	Left-Turn	0	1	0	Night	Dry	Unknown/Not Coded
7	22.630	03/15/11	Tue	1400	Coll. W/ Parked Car	0	0	1	Day	Dry	No Improper Driving/Act
8	22.630	04/05/11	Tue	1700	Rear-End	0	0	1	Day	Wet	No Improper Driving/Act
9	22.630	04/17/11	Sun	1400	Rear-End	0	0	1	Day	Dry	No Improper Driving/Act
10	22.630	04/25/11	Mon	0500	Coll. W/ Mv On Roadway	0	0	1	Day	Dry	Careless Driving
11	22.630	04/25/11	Mon	0500	Coll. W/ Mv On Roadway	0	0	1	Night	Dry	Careless Driving
12	22.630	04/27/11	Wed	1500	Right-Turn	0	0	1	Day	Dry	No Improper Driving/Act
13	22.630	04/27/11	Wed	1500	Right-Turn	0	0	1	Day	Dry	No Improper Driving/Act
14	22.635	08/28/11	Sun	1700	Rear-End	0	0	1	Day	Wet	No Improper Driving/Act
15	22.664	04/28/11	Thu	2200	Rear-End	0	0	1	Night	Dry	No Improper Driving/Act
16	22.730	04/17/11	Sun	1400	#N/A	0	1	0	Night	Dry	#N/A
17	22.777	02/25/11	Fri	0300	Coll. W/ Pedestrian		0	0	Night	Dry	Unknown/Not Coded
18	22.777	12/17/11	Sat	1100	#N/A	0	1	0	Day	Dry	No Improper Driving/Act
19	22.819	02/19/11	Sat	2300	Left-Turn	0	1	0	Night	Dry	Failed To Yield Right-Of-Way
Total No.			Fatal	Injury	PDO	Angle	Left Turn	Right Turn	Rear End	Side-swipe	Ped/ Bike
19			1	7	11	0	2	2	6	0	1
			5.26%	36.84%	57.89%	0.00%	10.53%	10.53%	31.58%	0.00%	5.26%
One Vehicle			Day	Night	Wet	Dry	Excess Speed	FTYRW	DUI		
2			10	9	4	15	0	1	0		
10.53%			52.63%	47.37%	21.05%	78.95%	0.00%	5.26%	0.00%		
TOTAL ENTERING VEHICLES/ADT						65,000		SEGMENT CRASH RATE: 0.035			

FLORIDA DEPARTMENT OF TRANSPORTATION CRASH SUMMARY											
SECTION:	8703D000				STATE ROUTE:				5		
ROADWAY LIMITS:	0				M.P.	0.000	TO	22.588	ENGINEER:	FDOT D6	
STUDY PERIOD:	FROM 1/ 12				TO	12/ 12	COUNTY: Miami-Dade				
No.	MILE POST	DATE	DAY	TIME	CRASH TYPE	FATAL	INJURY	PROP DAM	DAY / NIGHT	WET / DRY	CONTRIBUTING CAUSE
1	22.588	02/18/12	Sat	0800	Angle	0	2	0	Day	Dry	Failed To Yield Right-Of-Way
2	22.588	06/20/12	Wed	1900	Rear-End	0	0	1	Day	Wet	Careless Driving
3	22.588	08/16/12	Thu	1300	Angle	0	1	0	Day	Wet	No Improper Driving/Act
4	22.588	08/21/12	Tue	1900	Coll. W/ Mv On Roadway	0	1	0	Night	Dry	Careless Driving
5	22.588	10/21/12	Sun	0700	Angle	0	2	0	Day	Dry	Disregarded Traffic Signal
6	22.589	10/03/12	Wed	1700	Angle	0	0	1	Day	Dry	Failed To Yield Right-Of-Way
7	22.593	05/30/12	Wed	1500	Rear-End	0	2	0	Day	Dry	No Improper Driving/Act
8	22.597	04/29/12	Sun	0300	Rear-End	0	1	0	Night	Wet	No Improper Driving/Act
9	22.597	06/08/12	Fri	2100	Rear-End	0	1	0	Night	Wet	Unknown/Not Coded
10	22.607	03/28/12	Wed	1300	Rear-End	0	0	1	Day	Dry	Careless Driving
11	22.702	03/03/12	Sat	1200	Coll. W/ Mv On Roadway	0	1	0	Day	Dry	No Improper Driving/Act
Total No.		Fatal	Injury	PDD	Angle	Left Turn	Right Turn	Rear End	Side swipe	Ped/ Bike	
11		0	8	3	4	0	0	5	0	0	
		0.00%	72.73%	27.27%	36.36%	0.00%	0.00%	45.45%	0.00%	0.00%	
One Vehicle		Day	Night	Wet	Dry	Excess Speed	FTYRW	DUI			
0		8	3	4	7	0	2	1			
0.00%		72.73%	27.27%	36.36%	63.64%	0.00%	18.18%	9.09%			
TOTAL ENTERING VEHICLES/AUT:					67,000	SEGMENT CRASH RATE: 0.020					



RECOMMENDED SPACING FOR SYNTHETIC BALES OR BALE TYPE BARRIERS AND TYPE III SILT FENCE



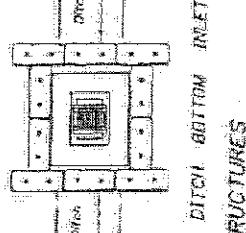
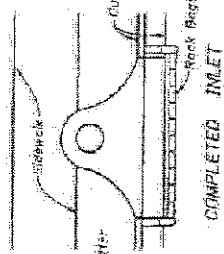
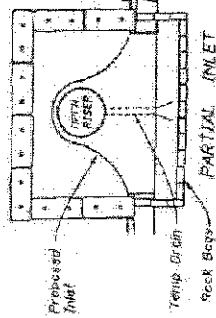
DITCH INSTALLATIONS AT DRAINAGE STRUCTURES



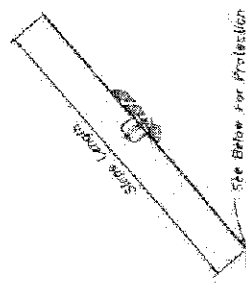
2010 PDOT Design Standards

Sheet No.  
07/01/07 1 of 3  
102

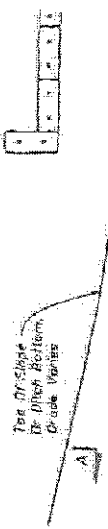
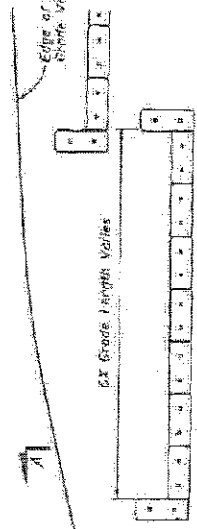
TEMPORARY EROSION AND SEDIMENT CONTROL



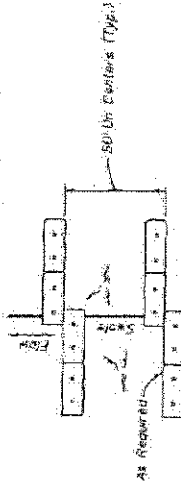
PROTECTION AROUND INLETS OR SIMILAR STRUCTURES



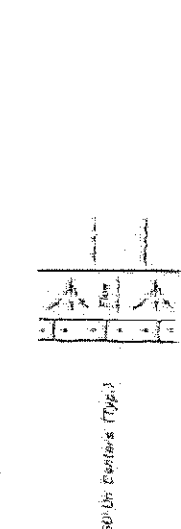
Note: Where the slope length exceeds 25 feet, construct one row of bale barriers at 0.5 longitudinal grade midway up the slope. Construct two rows of bale barriers where the slope length exceeds 50 feet.



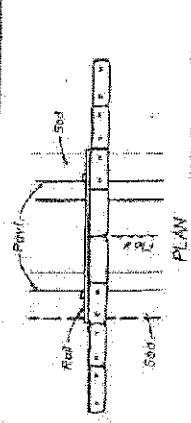
ALONG FILL SLOPE



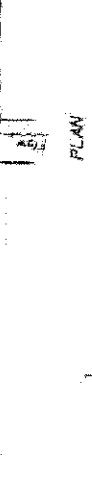
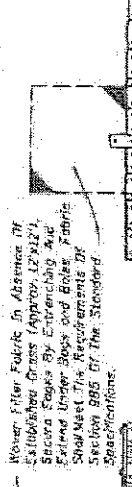
Note: Where the slope length exceeds 25 feet, construct one row of bale barriers at 0.5 longitudinal grade midway up the slope. Construct two rows of bale barriers where the slope length exceeds 50 feet.



ALONG FILL SLOPE



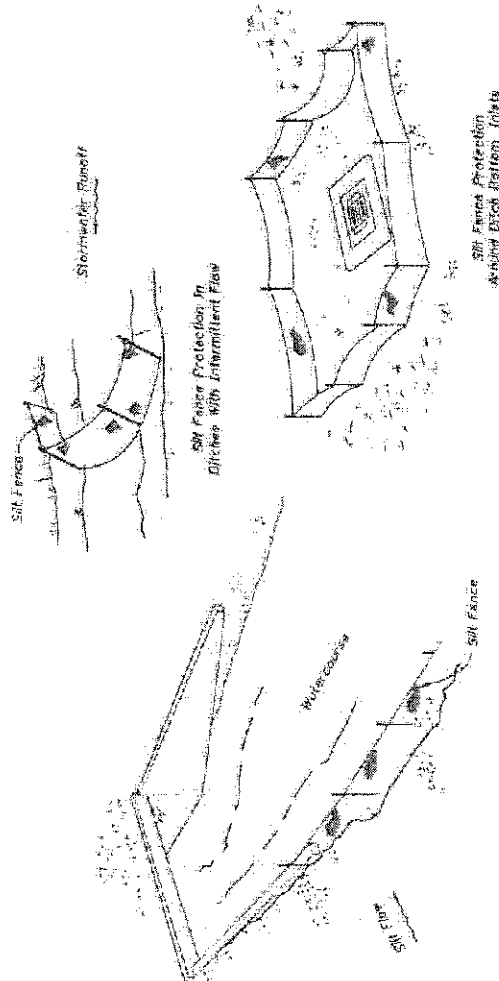
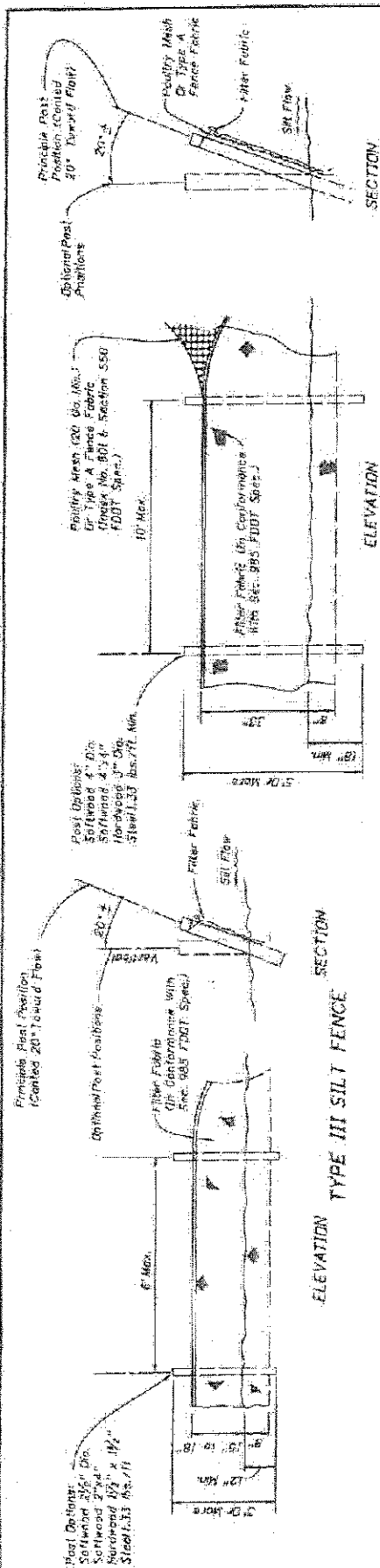
SYNTHETIC BALES OR BALE TYPE BARRIERS FOR UNPAVED DITCHES



SYNTHETIC BALES OR BALE TYPE BARRIERS FOR UNPAVED DITCHES

Notes for Synthetic Bales or Bale Type Barriers

1. Type I and II Synthetic Barrier should be spaced in accordance with Chart I, Sheet I.
2. Bales shall be anchored with 2" x 4" for 1" and 3" x 4" for 2" and 3" x 4" for 3" and 4" for 4" and 5" for 5" and 6" for 6" and 7" for 7" and 8" for 8" and 9" for 9" and 10" for 10".
3. Ribs and posts shall be 2" x 4" wood. Other materials providing equivalent strength may be used if approved by the Engineer.
4. Adjacent bales shall be buried firmly together.
5. Where used in conjunction with all fences, bales shall be placed on the upstream side of the fence.
6. Bales to be paid for under the contract unit price for Synthetic Bales. If the unit price shall include the cost of fiber fabric for Type I and II Barriers, Sandbags shall be paid for under the unit price for Sandbags. If Rock bags to be paid for under the contract unit price for Rock Bags, Etc.



SILT FENCE APPLICATIONS

## NOTES FOR SILF FENCES

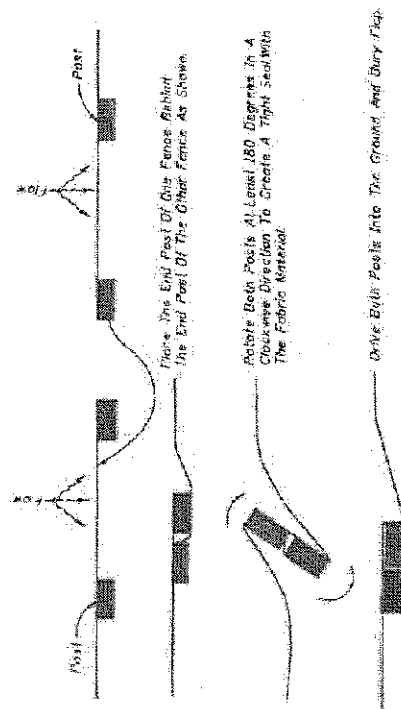
1. Type III saw fence to be used at most locations. Where vents in chimneys, the spacing for Type III saw fence should be incorporated as recommended with Chapter 3, Section 3.
2. Type IV saw fence to be used where large sediment loads are anticipated. Spaced steel use is where flowage is 125 or steeper and length of pipe exceeds 35 feet. Avoid use where the detained water may back into the furnace or be the source of any.
3. Do not construct with fence across prominent flue gas ductwork. The furnace can be at various locations and ductwork openings used at subsequent loading of slag.

2. Where used as slope protection, Silt Fence is to be constructed on 6% longitudinal grade, to avoid channelizing runoff along the length of the fence.

5. Gift would be used for utility the contract unit price for Stoked Sil. Term. 1 (7).

- I am not convinced with fences across permanent flowing water bodies. But barriers are to be at oxbow lacunations and turbidity barriers used at permanent bodies of water.

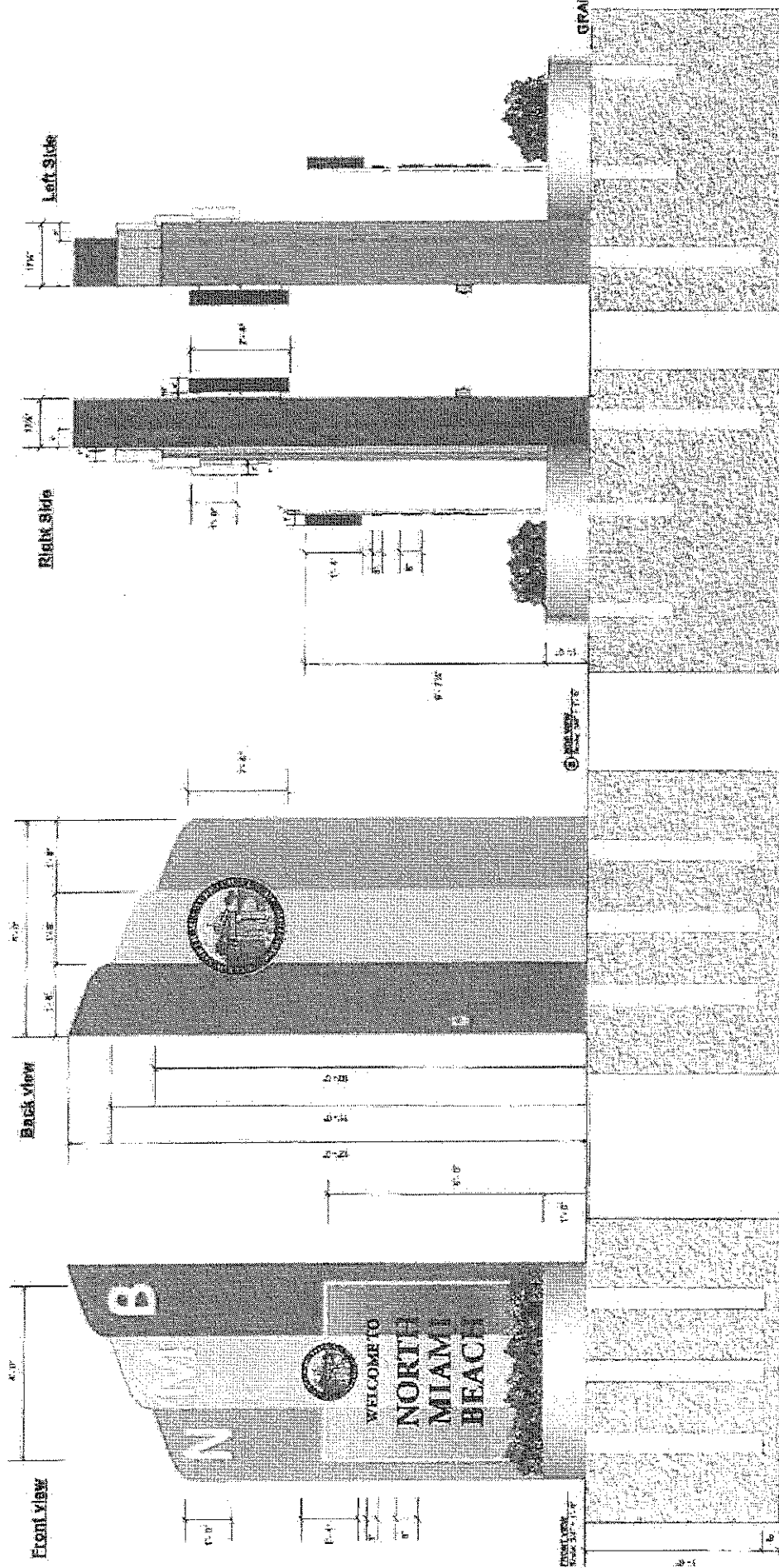
PLAN VIEW  
JOINING TWO SILT FENCES





This design complies with 2010 FBC and ASCE 7-10,  
V=165 mph Dade County

Paint Colors	SW 6881 Mandarin	SW 6805 Citrus	SW 9100 Night Blue
Vinyl Colors	Black Orange 300	Cosmic Yellow 000	Paints Blue 80A



**GRAPHPLEX**  
SIGN S  
Sign Design & Manufacture

354.549.5566  
www.graphplex.com

SIGN TYPE: Welcome Monument  
**Bouhaus Bold**

CLIENT: City of North Miami Beach  
ADDRESS: Biscayne Blvd

DATE: 10/28/2014

FILENAME: City of NMBL  
New Monument - STRUCTURAL.dwg

DRAWN BY: Jermaline A.

Sales: Jack Cervato

THIS ORIGINAL DRAWING (OR COPY) IS FOR YOUR CONSIDERATION FOR A PROJECT WE ARE EXPLORING FOR YOU. IT IS NOT TO BE COPIED, REPRODUCED, OR EXHIBITED TO ANYONE OUTSIDE YOUR ORGANIZATION WITHOUT WRITTEN PERMISSION FROM GRAPHPLEX SIGNS.

This design complies with 2010 FBC and ASCE 7-10,  
V=165 mph Dade County

Front view



Back view

1\"/>

2\"/>

8\"/>

1\"/>

1\"/>

1\"/>

6\"/>

6\"/>

GRADE

8\"/>

8\"/>

8\"/>

**GRAPH-PLEX**  
SIGN COMPANY  
Sign Design & Manufacturing

854 548 8566  
www.graphplex.com

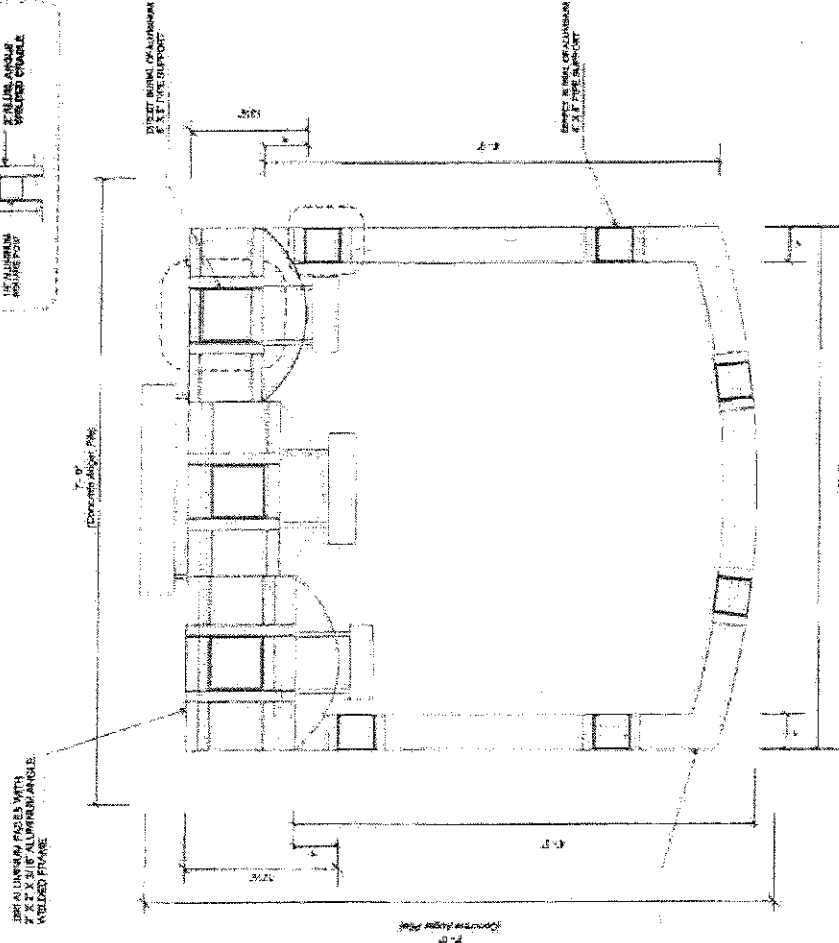
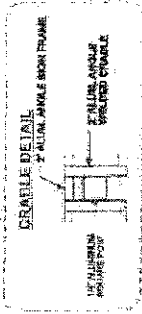
SIGN TYPE: Welcome Monument  
**Scaltecus Bold**

CLIENT: City of North Miami Beach  
ADDRESS: Biscayne Blvd.

DATE: 10/26/2014

FILENAME: DM of AMB  
New Monument - STRUCTURAL.dwg

DRAWN BY: Jermine A.  
Sales: Jack Gervais



TOP VIEW  
Scale: 1-1/2" = 1'-0"

8-0\"/>

DRAWN BY: Jettienne A.  
Sales: Jack Berns

DATE: 10/26/2014  
PROJECT: City of Miami  
New Monument - STRUCTURAL

CLIENT: City of Miami Beach  
ADDRESS: Bayview Blvd.

SIGN TYPE: Welcome Monument  
Bachhaus Bold

854.549.5888  
www.graphiplex.com

1100 S. DIAMOND AVE., SUITE 100, MIAMI, FL 33134  
FOR 1 YEAR, ONE FIFTY (50) PERCENT DISCOUNT OFF THE TOTAL COST OF THE SIGNAGE

GRAPHIPLEX  
SIGNAGE  
Sign Design & Manufacture



THIS ORIGINAL BIDDING FOR ONLY \$5 FOR YOUR CONSIDERATION FOR AN OBJECT WE ARE PROPOSING FOR YOU. IT IS NOT TO BE CONFIDED (OR FULL OR PARTIAL) OF EXHIBITS. IF ANY ORGANIZATION WOULD LIKE TO PARTICIPATE WITH US IN THIS BIDDING, PLEASE FAX A GRAPHICAL ANSWER.

Front Lit Logo / 12" Acrylic Lighting



554-549,5560  
www.graphixes.com

[illegible]

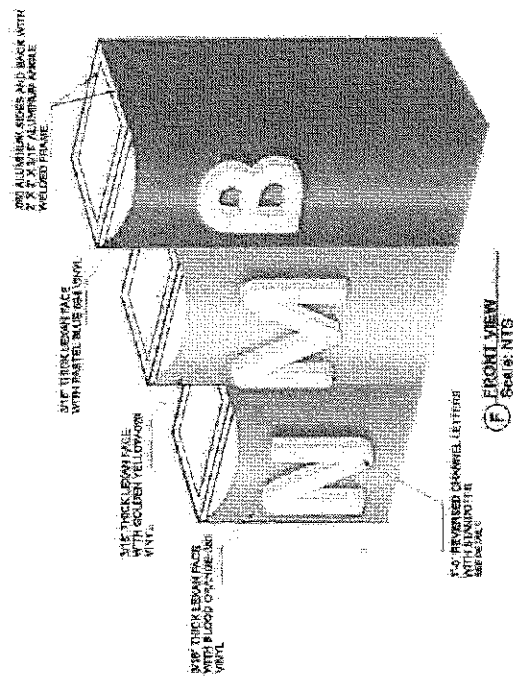
DATE: 10/28/2014  
FILENAME: City of NMB  
New Maxumind - STRUCTURAL.cad

**SALES: Jack Gervais**

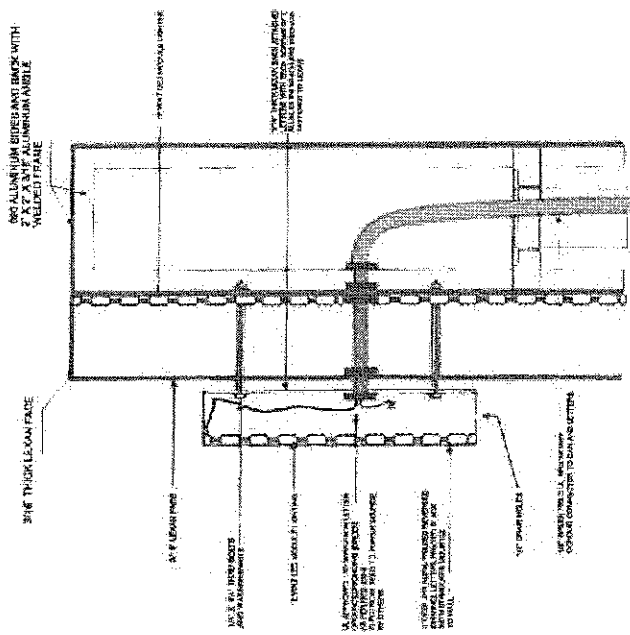
Reversed Channel Letters

Gentle Vinyl Colors

Speed Orange-830  
Res-Ken Valley 023  
Model Dave-831



FRONT VIEW  
Scale: NTS



Scale: 3" = 0'-3"

FRONT VIEW

**RESTORATION SUPPLIES**

At all times, we have a large stock of restoration supplies on hand. We have a complete line of dental supplies, including dental chairs, X-ray machines, and dental equipment. We also have a large stock of dental supplies, including dental chairs, X-ray machines, and dental equipment. We also have a large stock of dental supplies, including dental chairs, X-ray machines, and dental equipment.

**①** **Underwriters Laboratories, Inc.**  
1968

**GRAPHIPLEX**  
S I G N S  
Sign Design & Manufacture

954.549.6686  
www.graphix.com

THIS PERSONAL DRAWING FOR COMF IS FOR YOUR CONSIDERATION FOR A PROJECT WE ARE PITCHING FOR YOU! IT IS NOT TO BE COPIED, REPRODUCED, OR DISTRIBUTED IN ANY MANNER WITHOUT WRITTEN PERMISSION FROM GRAPHFLX SYSTEMS. NEW MARKET

DRAWN BY: Jermaine A.  
Sales: Jack Gervais

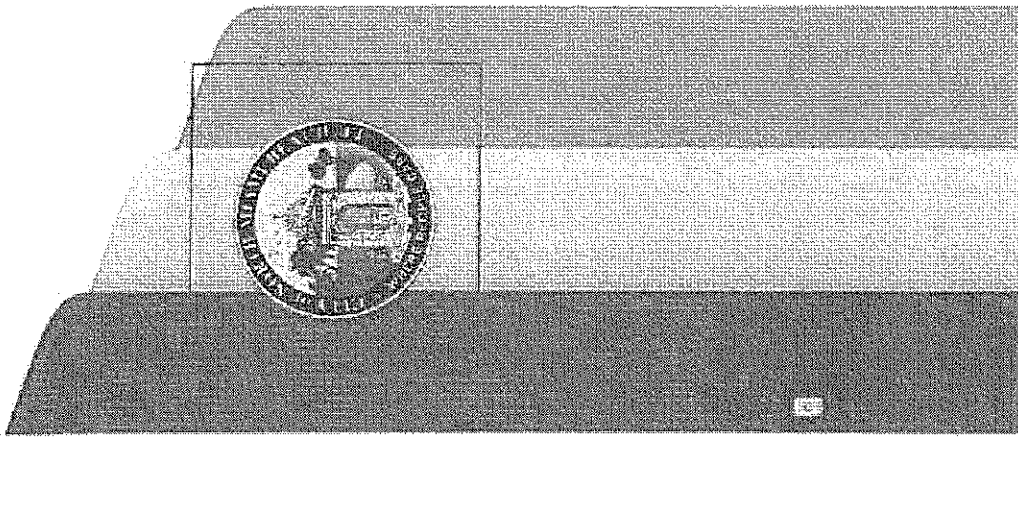
DATE: 10/28/2014

FILENAME City of Niles  
New Structural - Structural car

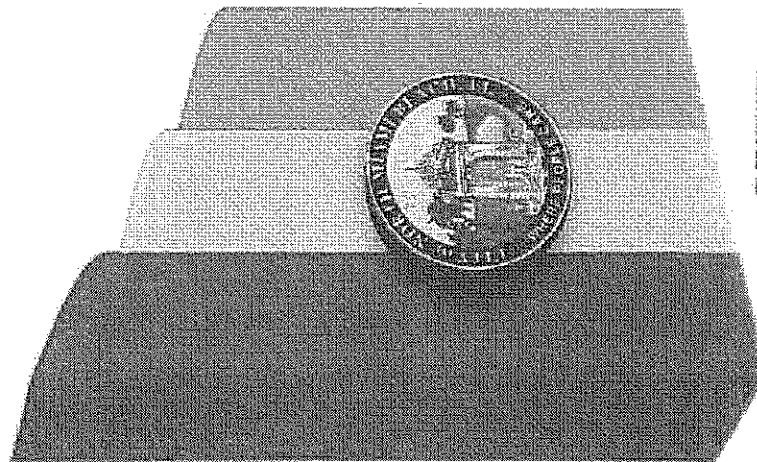
FRONT VIEW  
Scale: MTS

This design complies with 2010 FBC and ASCE 7-10,  
V=165 mph Dade County

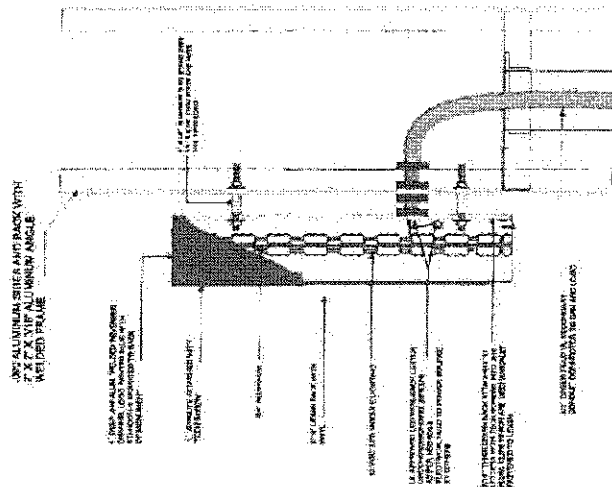
# FRONT-LIT AND BACK-LIT CHANNEL LETTERS SECTION (NTS)



GRADE

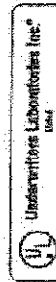
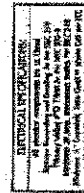


① FRONT VIEW  
Scale: NTS



② FRONT VIEW  
Scale: 3/4" = 1'-0"

This design complies with 2010 FBC and ASCE 7-10,  
V=165 mph Dade County



**GRAPHPLEX**  
SIGN & MANUFACTURE

954.549.5566  
www.graphplex.com

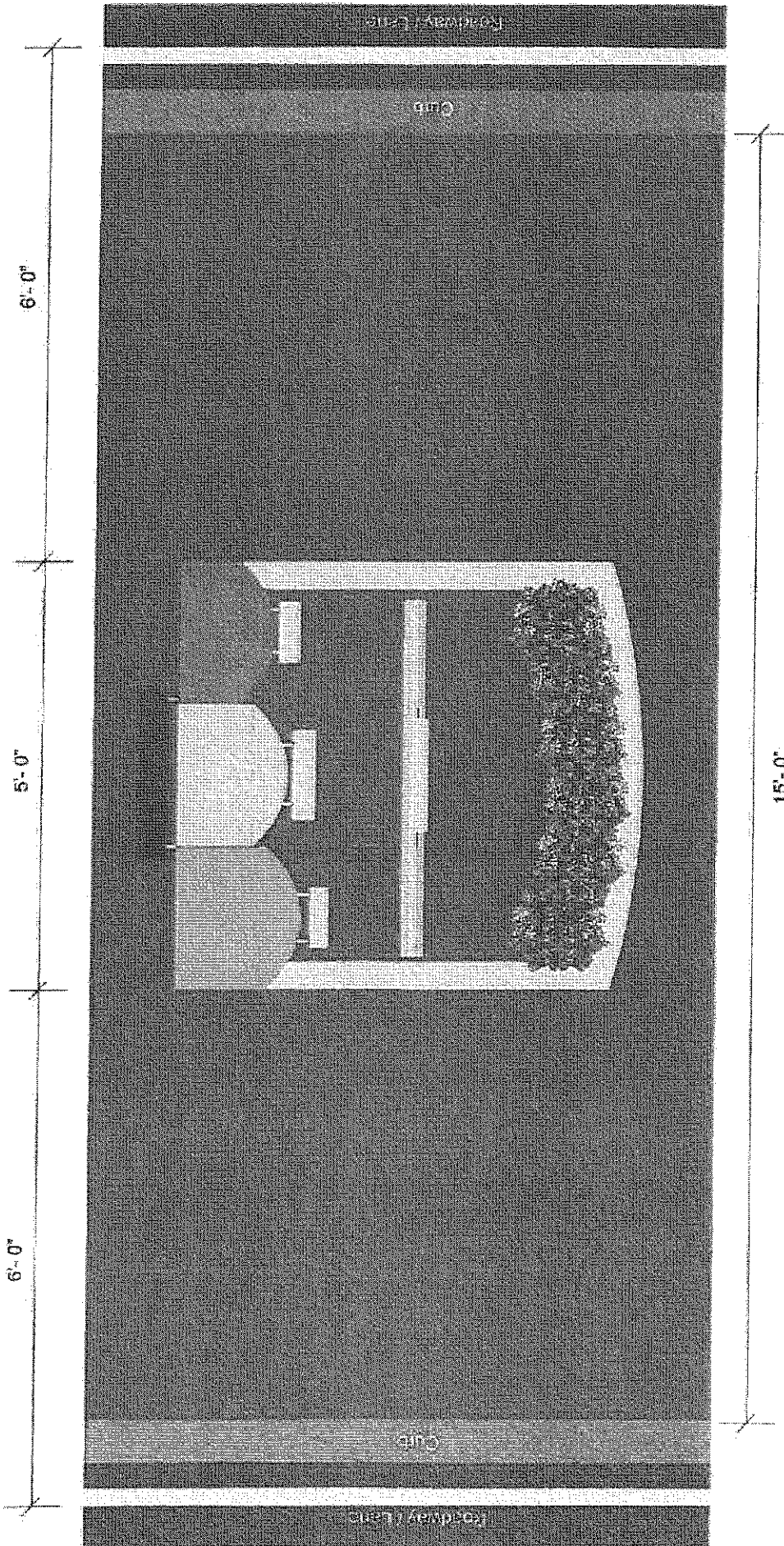
THIS OFFICIAL DRAWING (OR COPY) IS FOR YOUR CONSIDERATION FOR A PROJECT. WE ARE PROVIDING THIS TO YOU. IT IS NOT TO BE REPRODUCED OR EXHIBITED TO ANYONE OUTSIDE YOUR ORGANIZATION WITHOUT WRITTEN PERMISSION FROM GRAPHPLEX SIGN.

SIGN TYPE: Welcome Monument  
CLIENT: City of North Miami Beach  
ADDRESS: Biscayne Blvd.

DATE: 10/28/2014  
FILENAME: City of Miami  
New Monument - STRUCTURAL.dwg

DRAWN BY: Jermaine A.  
Sales: Jack Gervais





This design complies with 2010 FBC and ASCE 7-10,  
V=165 mph Dade County

DRAWN BY: Jermaine A.  
Sales Jack Gervais

DATE: 10/28/2014  
FILENAME: City of MMG  
New Monument - STRUCTURAL

THIS ORIGINAL DRAWING OR COPY IS YOUR PROPERTY. IT IS NOT TO BE COPIED  
ON FULL OR PART OF EXHIBIT OR TO ANYONE WITHOUT WRITTEN PERMISSION FROM GRAPHPLEX SIGNS.

CLIENT: City of North Miami Beach  
ADDRESS: Biscayne Blvd

SIGN TYPE: Welcome Monument  
Bouhours Bold

864.549.6566  
www.graphplex.com

GRAPHPLEX  
SIGN S  
Sign Design & Manufacture





Sign Location: Biscayne Blvd - 17458 In front of Morton's & P.F. Chang's Restaurants  
 Skyway North



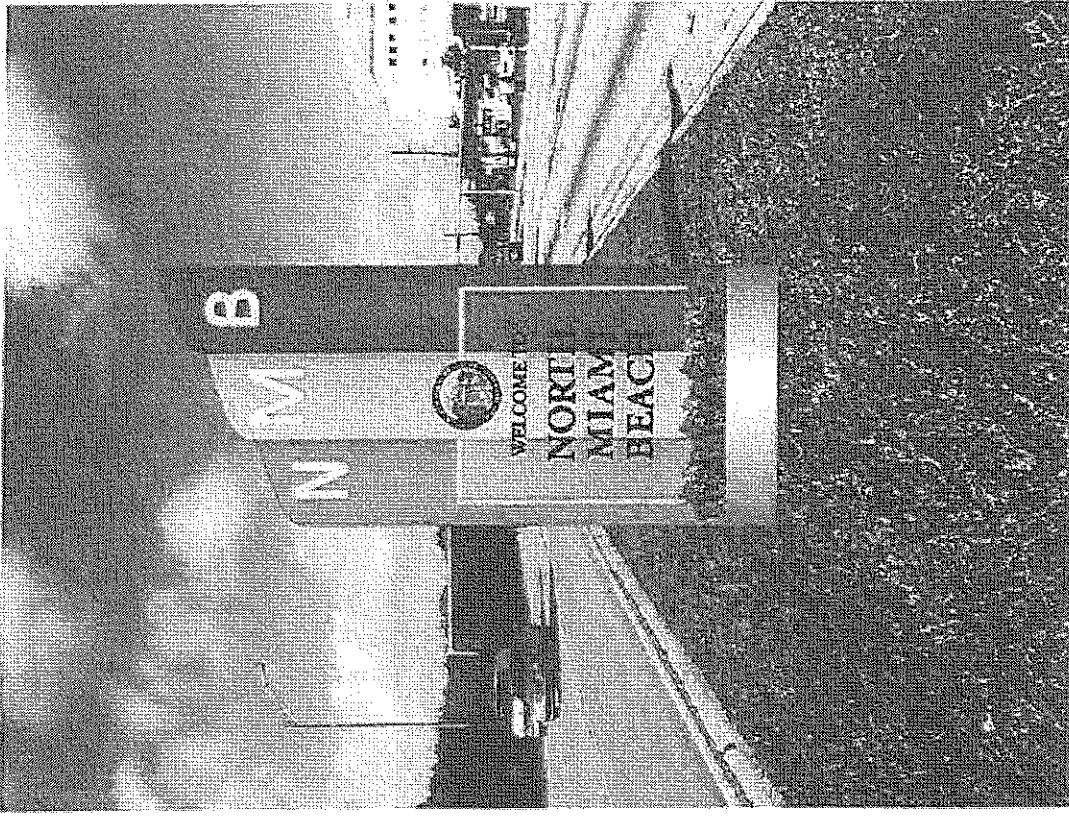
**GRAPHPLEX**  
 SIGN S  
 Sign Design & Manufacture

854.549.5588  
[www.graphplex.com](http://www.graphplex.com)

THIS ORIGINAL DRAWING OR COPY IS FOR YOUR CONSIDERATION FOR A PROJECT WE ARE PROPOSING FOR YOU. IT IS NOT TO BE COPIED, REPRODUCED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, WITHOUT WRITTEN PERMISSION FROM GRAPHPLEX SIGNS.

SIGN TYPE: Welcome Monument

Sign Location: NE 163rd St. (926) & east of NE 35th Ave. (in front of Intracoastal Mall)  
 Skyway East

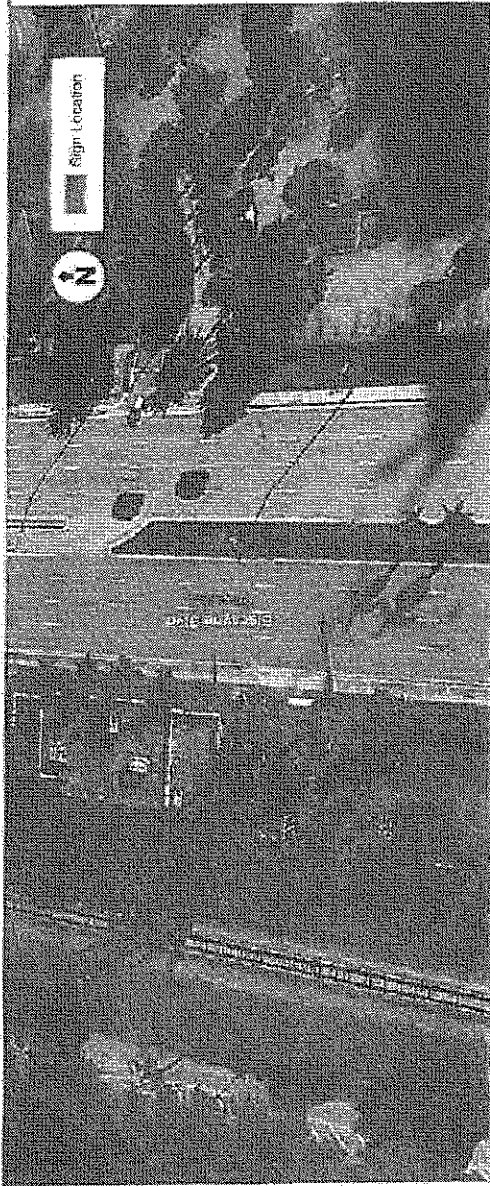


DATE: 01/10/2015  
 FILENAME: C:\91481  
 New Monument - STRUCTURAL.rvt

DRAWN BY: Jermaine A.  
 Sales: Jack Gervais

CLIENT: City of North Miami Beach  
 ADDRESS: Biscayne Blvd.

Sign Location: Biscayne Blvd - 17369 & 17456 (in front of Morton's & P.F. Chang's Restaurants)  
Elevation: North



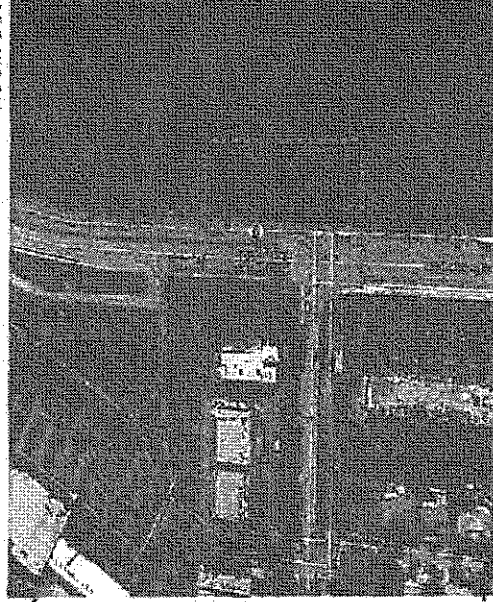
ZOOM OUT



Sign Location: NE 163rd St. (S20) & west of NE 39th Ave. (in front of International Mall)  
Elevation: East



ZOOM OUT



854.848.5568  
www.graphiplex.com

Sign Design & Manufacture

SIGN TYPE: Welcome Monument

CLIENT: City of North Miami Beach  
ADDRESS: Biscayne Blvd

DATE: 03/12/2015

FILENAME: City of NMB  
New Monument - STRUCTURAL.dwg

DRAWN BY: Jemaline A.  
Sales: Jack Gervais

THIS ORIGINAL DRAWING (OR COPY) IS FOR YOUR CONSIDERATION FOR A PROJECT YOU ARE PROPOSING FOR US. IT IS NOT TO BE COPIED, REPRODUCED, OR EXHIBITED IN ANY MANNER WITHOUT WRITTEN PERMISSION FROM GRAPHIPLEX, INC.





Seals  
easyseals.com

## DESIGN CALCULATIONS

FOR

### CITY OF NORTH MIAMI BEACH GATEWAY MONUMENT SIGNS

#### GENERAL NOTES:

1. Design is in accordance with the 2010 Florida Building Code for use within and outside the High Velocity Hurricane Zone (HVHZ).
2. Wind loads have been calculated per the requirements of ASCE 7-10 as shown herein.
3. These engineering calculations pertain only to the structural integrity of those systems, components, and/or other construction explicitly specified herein and/or in accompanying engineering drawings. The existing host structure (if any) must be capable of supporting the loaded system as verified by building department or architect / engineer of record. No warranty, either expressed or implied, is contained herein.
4. System components shall be as noted herein. All references to named components and installation shall conform to manufacturer's or industry specifications as summarized herein.
5. Where site conditions deviate from those noted herein, revisions may be required or a separate site-specific engineering evaluation performed.
6. Aluminum components in contact with steel or embedded in concrete shall be protected as prescribed in the 2005 Aluminum Design Manual, Part 1A. Steel components in contact with, but not encased in, concrete shall be coated, painted, or otherwise protected against corrosion.
7. Engineer seal affixed hereto validates structural design as shown only. Use of this specification by contractor, et. Al, indemnifies and saves harmless this engineer for all costs & damages including legal fees & appellate fees resulting from deviation from this design.

#### Index:

Pg 1	Cover
Pg 2	Wind Loads
Pg 3	Footing Design
Pg 4	Primary Support(s)

Engineer's signature and seal valid  
for pages 1 through 4

May 01, 2016

Christian Langley PE # 67382  
Easy Seals Cert Auth # 29531





# CALCULATIONS FOR FREESTANDING SIGNS

## ASCE 7-10 Design Wind Loads FREESTANDING SOLID SIGNS AND WALLS (AT GRADE)

### Building Specs

V = 165 mph Basic wind speed  
Exposure D

Risk Category 1 Structure  
ASD Load Combo Coeff: 0.6

### Calculations

$\alpha = 11.5$  3-sec gust speed power law exponent  
 $z_g = 700'$  Nominal ht. of atmos. boundary layer  
G = 0.85

K<sub>d</sub> = 0.85 Directionality factor  
K<sub>zt</sub> = 1.0 Topographic factor

C<sub>f</sub> = 1.55 Force Coefficient  
...Width / Height ratio  $\geq 0.5$

### 165 mph - Exp "D"

Monuments at grade

W/Ht Ratio = 0.2 to 2.0

SIGN HEIGHT	DESIGN WIND PRESSURES	q <sub>z</sub>
15 ft	± 48.2 psf	36.6
18 ft	± 49.8 psf	37.8
20 ft	± 50.7 psf	38.5
30 ft	± 54.4 psf	41.3
35 ft	± 55.9 psf	42.4
40 ft	± 57.2 psf	43.4
45 ft	± 58.4 psf	44.3
50 ft	± 59.5 psf	45.1
55 ft	± 60.5 psf	45.9
60 ft	± 61.4 psf	46.6
70 ft	± 63.1 psf	47.9
80 ft	± 64.6 psf	49.0
90 ft	± 65.9 psf	50.0
100 ft	± 67.1 psf	50.9
110 ft	± 68.2 psf	51.8
120 ft	± 69.3 psf	52.6
130 ft	± 70.2 psf	53.3
140 ft	± 71.1 psf	54.0
150 ft	± 72.0 psf	54.7
175 ft	± 74.0 psf	56.1
200 ft	± 75.7 psf	57.5
250 ft	± 78.7 psf	59.7



## Footing Design for Freestanding Signs and Flagpoles

### Structure Dimensions & Loading

Design wind pressure:	P =	48.2	psf	
Dead Load Combination Coeff (ASD):	$\Omega$ =	0.6		... FBC 1605.3.1
Sign area 1:	A1 =	55.0	sq ft	... tributary area 1 for each footer (e.g. sign)
Height of applied force above grade:	h1 =	5.5	ft	... height of area 1 centroid
Sign area 2:	A2 =	0.0	sq ft	... tributary area 2 for each footer (e.g. post)
Height of applied force above grade:	h2 =	0.0	ft	... height of area 2 centroid

Overturning Moment:  $M_n = P \cdot (A1 \cdot h1 + A2 \cdot h2)$   
 $M_n = 14.6$  kip-ft

Sq / Rect	Footing dimensions:	B =	7	ft	L =	7	ft
	Footing depth:	d =	3	ft			
	Superstructure weight:	Ds =	200	lb			
	Footing weight:	Df =	22050	lb			... = 150pcf * B * L * d
	Total weight:	D =	22250	lb			... = Ds + Df

### Soil Strength

... FBC Tables 1806.2, 1819.6

Soil class:	4. Sand, silty sand, silty gravel
Lateral bearing strength:	Plat = 150 psf/ft
Vertical bearing strength:	Pbrg = 2000 psf

### Check Lateral Soil Bearing Pressures

Passive lateral pressure at bottom:	Plb =	450	psf	... = Plat * d
Resisting moment due to lateral soil pres:	MI =	4.73	kip-ft	... = Plb * L * (d/2) * (d/3)
Portion of wind load resisted by lateral soil pressure:	$P_1$ =	15.6	psf	... = MI * (A1 * h1 + A2 * h2)

### Check Vertical Soil Bearing Pressures

$e = 0.44$  ft  $\dots = (P - P_1) \cdot (A1 \cdot h1 + A2 \cdot h2) / D$   $\dots \leq B/6$

$q_{toe} = D \cdot (1 + e) / (B \cdot L)$

... reaction below footer at toe

$q_{toe} = 627$  psf

$q_{toe} < P_{brg}$  OK

Resisting moment due to Dead Load:  $M_v = \Omega \cdot D \cdot B/2$   
 $M_v = 46.7$  kip-ft

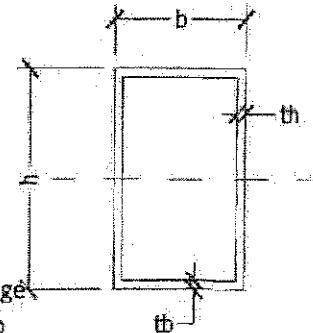
Total Resisting Moment:  $M_{tot} = M_I + M_v$   
 $M_{tot} = 51.5$  kip-ft  $M_{tot} > M_n$  OK

## ALUMINUM DESIGN MANUAL (2005 EDITION)

### Specifications for Aluminum Structures (Buildings)

#### Design Check of 6"x6"x0.125"/0.125" 6063-T6 Aluminum Tube

Alloy: 6063      Temper: T6      Welded: N



#### SECTION PROPERTIES

$b$	6.000"	Flange width
$tb$	0.125"	Flange thickness
$h$	6.000"	Web height
$th$	0.125"	Web thickness
$I_x$	16.91 in <sup>4</sup>	Moment of Inertia about axis parallel to flange
$I_y$	16.91 in <sup>4</sup>	Moment of Inertia about axis parallel to web
$S_c$	5.64 in <sup>3</sup>	Section modulus, compression side (about X-axis)
$r_x$	2.40 in	Radius of gyration about centroidal axis parallel to flange
$r_y$	2.40 in	Radius of gyration about centroidal axis parallel to web
$J$	25.35 in <sup>4</sup>	Torsion constant
$A$	2.94 in <sup>2</sup>	Cross sectional area of member

#### MEMBER SPANS

$L$	12.0 ft	Unsupported member length (between supports)
$L_b$	12.0 ft	Unbraced length for bending (between bracing against side-sway)
$k$	1.0	Effective length factor

#### MATERIAL PROPERTIES

$F_{tu}$	30 ksi	Tensile ultimate strength
$F_{ty}$	25 ksi	Tensile yield strength
$F_{cy}$	25 ksi	Compressive yield strength
$F_{su}$	19 ksi	Shear ultimate strength
$E$	10,100 ksi	Compressive Modulus of Elasticity

#### ALLOWABLE STRESSES

$F_b = 12.71$ ksi	Allowable bending stress
$F_{ac} = 8.91$ ksi	Allowable axial stress, compression

#### MEMBER LOADING

Design wind pressure:	$P =$	48.2	psf	
Sign area 1:	$A_1 =$	18.3	sq ft	... tributary area 1 for each post (e.g. sign)
Eccentricity of applied force:	$e_1 =$	5.5	ft	... distance to area 1 centroid
Sign area 2:	$A_2 =$	0.0	sq ft	... tributary area 2 for each post (e.g. post)
Eccentricity of applied force:	$e_2 =$	0.0	ft	... distance to area 2 centroid

#### Bending Moments

$M_z$	4.86 kip-ft	Bending moment developed in member	$M_a = 5.97$ kip-ft	
$f_b = 10.36$ ksi		Bending stress developed in member		
$F_b = 12.71$ ksi		Allowable bending stress of member	$f_b < F_b$	OK



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](#)

---

**TO:** Mayor and City Council

**FROM:** Ana M. Garcia, City Manager

**VIA:** Mac Serda, Deputy City Manager

**DATE:** Tuesday, June 16, 2015

---

**RE:** Resolution No. R2015-54 (Mac Serda, Deputy City Manager)

---

### BACKGROUND ANALYSIS:

The Interlocal Agreement between Metropolitan Dade County and Contract Cities for City Use of the County Solid Waste Management System ("SWMS Agreement") between the City of North Miami Beach (the "City") and Miami-Dade County (the "County"), approved by the Miami-Dade County Board of County Commissioners ("BCC") on September 14, 1995, via Resolution Number 1198-95, will expire on October 1, 2015. The SWMS Agreement requires the City to utilize the County Solid Waste Management System for all of its municipal solid waste ("MSW") disposal and transfer needs. A copy of the SWMS Agreement is included as Attachment A. The County's Public Works and Waste Management Department has presented the City with an amendment to the SWMS Agreement, a Second Amended and Restated Interlocal Agreement between Miami-Dade County and Contract Cities for Use of the County Solid Waste Management System ("Second SWMSA Amendment"), which would extend the City's obligation to use the County's Solid Waste Management System for an additional 20 years. A copy of the Second SWMSA Amendment is included as Attachment B.

Pursuant to the proposed Second SWMSA Amendment, the City would agree to continue utilizing the County Solid Waste Management System for all of its MSW disposal and transfer needs at agreed-upon disposal and transfer fee rates. The Second SWMSA Amendment would supersede any prior agreement regarding MSW and have an effective date from the County



execution date through October 1, 2035, unless modified by mutual consent.

#### *Changes to Disposal and Transfer Fees*

The disposal fee under the Second SWMSA Amendment would decrease by approximately 4.05% from \$66.34 to \$63.65 per ton. The transfer fee would also decrease by approximately 3.98% from \$13.04 to \$12.52 per ton. The aforementioned fees would only be subject to modification due to inflation or deflation, based on the Consumer Price Index ("CPI") on the first day of each Fiscal Year, not to exceed 4% per year. In the event the amount of the CPI increases or decreases above or below the 4% cap, this amount will be applied to CPI increases or decreases in future years when the CPI is less than 4%.

#### *Accumulation of Disposal and Transfer Fees*

Per the Second SWMSA Amendment, the City will be invoiced monthly for fees generated from weighing City MSW disposal and transfer trucks entering County facilities. Invoices must be paid by the City within forty-five (45) days of receipt. If there is a dispute, the City must pay the full invoice amount and provide written notice of the disputed invoice to the County. The aforementioned fees are only for MSW. The City is responsible for paying the prevailing disposal fees for all non-MSW, including tires and asbestos.

#### *Terms of the Second SWMSA Amendment Apply to All City Contracts*

Per the terms of the Second SWMSA Amendment, the City would be obligated to include the agreement requirements in any new or modification to existing agreements with solid waste haulers.

#### *Entering into the Second SWMSA is Contingent upon the County Funding the Taylor Park Landfill Cleanup*

The County is requiring the City to enter into the Second SWMSA Amendment in connection with approving funding for remediation and closure activities at the former Taylor Park Landfill. On April 2, 2013, the BCC approved Resolution R-254-13 directing the County to include the Taylor Park Landfill as a site to be cleaned up through the Comprehensive Landfill Clean-up [Closure] Plan ("CLCP"), including bearing all costs for remediation and closure and a portion of any required post-closure groundwater remediation costs. Prior to the County approving the release of cleanup funds, the County is requiring that the City enter into the Second SWMSA Amendment, as well as adopt the Interlocal Agreement between Miami-Dade County, Florida and City of North Miami Beach, Florida for Remediation and Closure of Taylor Park ("Taylor Park Agreement"), which is consistent with the CLCP. The Metropolitan Services Committee of the BCC scheduled both the Second SWMSA Amendment and Taylor Park Agreement for consideration on June 11, 2015. The agreements will go before the BCC for a final vote on July 14,

2015.

**RECOMMENDATION:**

Based on the foregoing analysis, the City recommends approval of the proposed Resolution authorizing the City Manager to execute the Second SWMSA Amendment upon its approval by the BCC and then deliver the approved Resolution and executed contract to the County Mayor for countersigning by the appropriate County parties.

**FISCAL/BUDGETARY  
IMPACT:**

---

**ATTACHMENTS:**

- ▣ [Resolution R 2015-54](#)
- ▣ [Attachment to Resolution No. R2015-54](#)

**RESOLUTION NO. R2015-54**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AUTHORIZING EXECUTION OF A STANDARD FORM OF THE SECOND AMENDED AND RESTATED INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY AND CONTRACT CITIES FOR THE USE OF THE COUNTY SOLID WASTE MANAGEMENT SYSTEM, FOR THE PURPOSE OF EXTENDING THE CITY'S OBLIGATION TO USE THE COUNTY'S SOLID WASTE MANAGEMENT SYSTEM FOR ALL OF ITS MUNICIPAL SOLID WASTE DISPOSAL AND TRANSFER NEEDS AT THE AGREED-UPON DISPOSAL AND TRANSFER FEE RATES UNTIL OCTOBER 1, 2035; AUTHORIZING THE CITY MANAGER TO EXECUTE AND NOTIFY THE MIAMI-DADE COUNTY BOARD OF COUNTY COMMISSIONERS OF SAID EXECUTION.**

**WHEREAS**, Miami-Dade County (the "County") by and through its Board of County Commissioners ("BCC") finds and declares that it is necessary to the health, safety, and welfare of the citizens of the County to provide for municipal solid waste disposal and management facilities and service; and

**WHEREAS**, the County desires to maximize the use of its Resources Recovery facility processes and to extend the life of its landfills; and

**WHEREAS**, the City of North Miami Beach, Florida (the "City") desires to extend its use of the County Solid Waste Management System ("SWMS") for its municipal solid waste disposal needs (and transfer needs, as applicable), at an agreed-upon disposal fee rate (and transfer fee rate, as applicable) for an additional 20 years, until October 1, 2035; and

**WHEREAS**, the City desires to use the County SWMS to satisfy Concurrency requirements of the Local Government Comprehensive Planning and Land Development Regulation Act (Chapter 163, Part II, Florida Statutes) only as it applies to disposal capacity for

**RESOLUTION NO. R2015-54**

municipal solid waste the City collects for disposal and which is committed to the County for disposal in the County SWMS in accordance with the Second Amended and Restated Interlocal Agreement between Miami-Dade County and Contract Cities for Use of the County Solid Waste Management System (“Agreement”), and actually disposed of therein; and

**WHEREAS**, by the Agreement, attached and incorporated, the County and the City desire to clarify the conditions under which the City may use the Waste Management Inc. of Florida landfill in Medley, Florida; and

**WHEREAS**, the County and the City desire to formalize their relationship regarding municipal solid waste disposal responsibilities consistent with the provisions of Section 403.706 of Florida Statutes; and

**WHEREAS**, the County and the City wish to enter into this Agreement.

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

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

**Section 2.** The Mayor and City Council of the City of North Miami Beach, Florida, hereby authorize the City Manager to notify the County BCC of the City Council’s Resolution authorizing execution of the Agreement, in substantially the attached form, between the County and the City for use of the County SWMS for disposal of municipal solid waste.

**Section 3.** This Resolution shall become effective immediately upon adoption and signature of the Mayor.

**APPROVED AND ADOPTED** by the Mayor and City Council of the City of North  
Miami Beach, Florida, this **16<sup>th</sup> day of June, 2015.**

ATTEST:

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

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

(CITY SEAL)

APPROVED AS TO FORM &  
LANGUAGE FOR EXECUTION

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

SPONSORED BY: CITY ADMINISTRATION

**RESOLUTION NO. R2015-54**

# THE GOLDSTEIN ENVIRONMENTAL LAW FIRM, P.A.

*Transactions, Due Diligence, Development, Brownfields, Cleanups & Compliance*

---

One Southeast Third Avenue, Suite 2120

Miami, Florida 33131

Telephone: (305) 777-1680

Facsimile: (305) 777-1681

[www.goldsteinenvlaw.com](http://www.goldsteinenvlaw.com)

## MEMORANDUM

---

**TO:** Ana Garcia, City Manager, City of North Miami Beach  
Mac Serda, Deputy City Manager, City of North Miami Beach  
Jose Smith, City Attorney, City of North Miami Beach

**FROM:** Michael R. Goldstein, Esq.

**DATE:** June 9, 2015

**SUBJECT:** Summary of Key Provisions of Second Amended and Restated Interlocal Agreement Between Miami-Dade County and Contract Cities for Use of the County Solid Waste Management System (the "Agreement")

---

On February 2, 2015, Paul Mauriello, Deputy Director for Waste Operations, Miami-Dade County (the "County") Department of Public Works and Waste Management ("PWWM"), transmitted to this Firm the County's Standard Form Waste Disposal Interlocal Agreement ("ILA") for approval by the City of North Miami Beach (the City). Pursuant to your request, we summarize the material terms in this document. We have also obtained and reviewed the previous version of the document, executed by the City on January 22, 1996, for comparison purposes.<sup>1</sup> Entering into the 2015 ILA is a business and political decision that must be made by City elected officials and its professional staff; however, as a legal matter, we conclude that there is no material difference in terms between the 2015 ILA and the 1996 ILA.

### Summary of Proposed ILA

1. Background Recitals. A key component of the 2015 ILA is to "maximize the use of [the County's] Resources Recovery facility processes and [thereby] extend the life of its landfills." In turn, the City acknowledges its desire to use the County Solid Waste Management System for its municipal solid waste disposal needs.

---

<sup>1</sup> This previous version of the ILA was entitled, "Interlocal Agreement between Metropolitan Dade County and Contract Cities for Use of the County Solid Waste Management System." We refer to it herein as the "1996 ILA." For purposes of clarity, we refer to the current draft ILA that PWWM has proposed for execution by the parties as the "2015 ILA." The 2015 and 1997 ILAs are enclosed herewith as Exhibits A and B, respectively.

Ana Garcia, City Manager, City of North Miami Beach  
Mac Serda, Deputy City Manager, City of North Miami Beach  
Jose Smith, City Attorney, City of North Miami Beach  
June 9, 2015  
Page 2

2. The next section of the 2015 ILA – unnumbered – provides definitions, including the definition of the “County Solid Waste Management System,” which consists of the “aggregate of those solid waste management facilities owned by or operated under contract with Miami-Dade County.” Such facilities consist of the following:
  - North Dade Landfill (21500 NW 47<sup>th</sup> Avenue);
  - South Dade Landfill (23707 SW 97<sup>th</sup> Avenue);
  - Resources Recovery Facility (6990 NW 97<sup>th</sup> Avenue);
  - Waste Management of Florida, Inc. Landfill in the City of Medley, Florida (9350 NW 89<sup>th</sup> Avenue);
  - Northeast Transfer Station (18701 NE 6<sup>th</sup> Avenue);
  - Central Transfer Station (1150 NW 20<sup>th</sup> Street);
  - West Transfer Station (2900 SW 72<sup>nd</sup> Avenue); and
  - “other such facilities as may be added to or deleted from this listing from time to time, by the County Mayor at his/her sole discretion.”
3. The first numbered section of the 2015 ILA that is material is Article 2, “Responsibilities of the County,” which states, among other things, that the County must provide and maintain Municipal Solid Waste (“MSW”) disposal capacity for the MSW collected in the City.<sup>2</sup>
4. The next numbered section of the 2015 ILA that is material is Article 3, “Responsibilities of the Contract City.” This Article contains several key provisions, the first addressing the City’s affirmative obligations to deliver its waste to the County, the second establishing bright line prohibitions applicable to the City, the third imposing obligations on the City’s agreements with waste haulers, the fourth establishing disposal and transfer fees, and the fifth and sixth discussing payment and invoicing terms.

The first section of Article 3, “Delivery of MSW to the County,” which can be found in subparagraph A, states that the City is required to deliver all of the MSW it collects or is collected for it to a County Solid Waste Management System facility(ies) for disposal at

---

<sup>2</sup> The ILA defines the term MSW as follows:

[A]ll discarded materials or substances, exclusive of source-separated recyclable materials, which the Contract City collects for disposal or is collected for it by third parties under contract with the Contract City for disposal including, but not limited to, garbage, trash, litter, refuse, rubbish, ashes, incinerator residue, recycling process residue, or other materials allowed by the State Department of Environmental Protection for disposal in a Class I landfill which result from domestic, commercial, industrial, mining, agricultural or governmental activities, but not including sewage or other highly-diluted, water-carried materials or substances, or those in gaseous form. This definition is not intended to include any waste collected by any entity whose sole relationship with the Contract City is a franchise or license and which entity does not collect any waste on behalf of the Contract City. In addition, this definition is not intended to include waste collected at any city owned facility.

specified disposal fee rates. It also makes special reference to the Waste Management Inc. of Florida landfill in Medley and indicates when delivery there is permissible. Finally, this first section identifies other transfer and disposal requirements and limiting conditions applicable to the City. Such requirements and conditions consist of the following:

- The City may deliver its MSW to a County transfer facility if the applicable transfer fee is paid.
- At no time during the term of the ILA shall the City be required to deliver MSW to a County transfer facility unless the County Disposal Fee is the same at all County Solid Waste Management System facilities.
- The City shall not be directed to deliver its MSW to a disposal or transfer facility which is farther from the City's boundaries than the closest county-owned disposal or transfer facility.
- In no case shall the City be required to deliver its MSW to a County Solid Waste Management System facility which is farther than twenty 20 miles from the City's nearest boundary.
- Regardless of the operating status of the County's Resources Recovery Facility, the City shall be entitled to dispose of MSW at the Facility and to pay the regular disposal rate that applies to Contract Cities, which shall be the County's lowest rate for MSW disposal, for the term of the ILA.

The second section of Article 3, "Use of Facilities Prohibited," which can be found in subparagraph B, states that the City shall not deliver any MSW it collects or is collected for it for disposal to a solid waste disposal or transfer facility other than a County Solid Waste Management System facility for the term of the 2015 ILA. Furthermore, the City shall not deliver any MSW it collects or is collected for it to a materials recovery or recycling facility for the term of the 2015 ILA. In the event, however, that the County does permit another Contract City for a solid waste disposal or transfer facility that is outside the County Solid Waste Management System, then the City would have an opportunity to pursue a similar permit.

Subparagraph C of Article 3 requires that the City include a provision that all MSW collected for the City be delivered to a County Solid Waste Management System facility for disposal in any MSW collection contracts with waste haulers, or amendments to such contracts, which the City executes, renews or extends after the effective date of the 2015 ILA. Note that this requirement is only being imposed on haulers who have exclusive franchise or license agreements with the City.



Ana Garcia, City Manager, City of North Miami Beach  
Mac Serda, Deputy City Manager, City of North Miami Beach  
Jose Smith, City Attorney, City of North Miami Beach  
June 9, 2015  
Page 4

Subparagraph D of Article 3 establishes a Disposal Fee<sup>3</sup> and Transfer Fee<sup>4</sup> for each ton of MSW delivered to the County Solid Waste Management System. The language in the execution version of the 2015 ILA references rates as of October 1, 2012, but notes an annual adjustment based on the U.S. Government Consumer Price Index for All Urban Consumers for the Southeast Region ("CPI"). This adjustment is capped at 4%<sup>5</sup> for the terms of the 2015 ILA; however, if there is an increase or decrease beyond the cap, the amount of exceedance below or above the cap rolls over to "future years" when the CPI increase or decrease is less than 4%. The 2015 ILA establishes a Disposal Fee of \$63.65 per ton and a transfer fee of \$12.52 per ton. Because these fees were as of October 1, 2012, when the template for the 2015 ILA was approved by the Board of County Commissioners, we reached out to Mr. Mauriello for current rates. On April 7, 2015, he advised via email that the current Disposal Fee is \$66.34 per ton and the current Transfer Fee \$13.04 per ton.

Subparagraph E of Article 3 sets forth the methods of invoicing and terms of payment, including a requirement that payments of Disposal Fees shall be made no later than 45 days from the date of receipt of the County's monthly invoice. Subparagraph F of Article 3 provides for a disputed invoice resolution mechanism.

5. The next numbered section of the 2015 ILA that is material is Article 4, "Weighing Records." This Article imposes standards on the County to ensure the accuracy of truck scales and on the City to ensure that any vehicles delivering MSW to the County have certain relevant information properly displayed and validated. This Article also requires disclosure by the City to the County of certain hauler data. All haulers used by the City must have a valid County solid waste hauler permit. Finally, this Article imposes an obligation on the County to disclose to the City, as well as retain, certain monthly weighing records and transaction tickets.
6. The next numbered section of the 2015 ILA that is material is Article 5, "Short-Term Disposal." This Article authorizes the County Solid Waste Management System to accept Solid Waste on a Short-Term Disposal<sup>6</sup> basis from private or municipal haulers,

---

<sup>3</sup> The 2015 ILA defines the term Disposal Fee to mean "the fee charged to dispose municipal solid waste or solid waste at County-owned disposal facilities or facilities operated under contract with the County for municipal solid waste or solid waste disposal."

<sup>4</sup> The 2015 ILA defines the term Transfer Fee to mean "delivery of solid waste to the County Solid Waste Management System for disposal without having a minimum ten (10) year waste disposal agreement with the County."

<sup>5</sup> Note that in the 1996 ILA, the CPI cap was 5%.

<sup>6</sup> The ILA defines the term Short-Term Disposal Fee to mean "the fee charged to dispose municipal solid waste or solid waste at County-owned disposal facilities or facilities operated under contract with the County for municipal solid waste or solid waste disposal."

Ana Garcia, City Manager, City of North Miami Beach  
Mac Serda, Deputy City Manager, City of North Miami Beach  
Jose Smith, City Attorney, City of North Miami Beach  
June 9, 2015  
Page 5

so long as the capacity to receive MSW delivered on behalf a Contract City is not impaired and that such haulers shall pay a disposal fee that is at least 10% above that charged to all Contract Cities.

7. The next numbered section of the 2015 ILA that is material is Article 8, "Duration of Agreement," which provides for an approximately 20 year term.<sup>7</sup> In order to be effective, the 2015 ILA must first be approved by the City via a Resolution.<sup>8</sup> Thereafter, it must be executed by the County. This Article also authorizes the County Solid Waste Management System to accept Solid Waste on a Short-Term Disposal basis from private or municipal haulers, so long as the capacity to received MSW delivered on behalf a Contract City is not impaired and that such haulers shall pay a disposal fee that is at least 10% above that charged to all Contract Cities.
8. Articles 6, 7, and 9 – 23 are non-substantive boilerplate provisions with the following headings:

Article	Heading	Article	Heading
6	Relationships of the Parties	7	Headings
9	Agreement Governs; Entire Agreement	10	Representations of the County
11	Representations of the Contract City	12	Approvals and Notices
13	Amendment to Agreement	14	Non-Assignment
15	Rights of Others	16	Waiver
17	Force Majeure	18	County Event of Default
19	Contract City Event of Default	20	Florida Law Governs; Venue in Miami-Dade County, Florida
21	Termination	22	Counterparts
23	Invalidity of Provisions		

We note that this summary is not intended to be a substitute for carefully reviewing the complete text of the 2015 ILA, and City staff and elected officials are strongly encouraged to do so prior to taking any official action on the 2015 ILA.

## II. A Comparison of the 2015 ILA to the 1996 ILA

Our close review of the two ILAs identified only a few substantive changes, consisting of the following:

- The 2015 ILA adds the following language to the definition of the term MSW: "This definition is not intended to include any waste collected by any entity whose sole relationship with the Contract City is a franchise or license and which entity does not

---

<sup>7</sup> The 2015 ILA expires on October 1, 2035.

<sup>8</sup> The approval must be effectuated by Resolution, and a copy of the City's Resolution approving the 2015 ILA must be transmitted to the County Mayor within 5 days of approval by the City Council.

Ana Garcia, City Manager, City of North Miami Beach  
Mac Serda, Deputy City Manager, City of North Miami Beach  
Jose Smith, City Attorney, City of North Miami Beach  
June 9, 2015  
Page 6

collect any waste on behalf of the Contract City. In addition, this definition is not intended to include waste collected at any city owned facility.”

- The 2015 ILA creates a newly defined term, “Solid Waste,” which means “all discarded materials or substances, exclusive of source-separated recyclable materials, including, but not limited to, garbage, trash, litter, refuse, rubbish, ashes, incinerator residue, recycling process residue, or other materials allowed by the State Department of Environmental Protection for disposal in a Class I landfill which result from domestic, commercial, industrial, mining, agricultural or governmental activities, but not including sewage or other highly-diluted, water-carried materials or substances, or those in gaseous form, which materials or substances are not collected by or on behalf of a Contract City.”
- In Article 3, subparagraph A, romanette (v) of the 2015 ILA, language was added stating that “[r]egardless of the operating status of the County’s Resources Recovery Facility, the Contract City shall be entitled to dispose of MSW at the Facility and to pay the regular disposal rate that applies to Contract Cities, which shall be the County’s lowest rate for MSW disposal, for the term of this Agreement.”
- In Article 3, subparagraph D of the 2015 ILA, the CPI cap was reduced from 5% to 4%. The template fees for disposal and transfer activities have also been modified. Both of these changes were previously discussed in in Section I of this memorandum, above.
- In Article 3, subparagraph D of the 1996 ILA, C&D debris and clean yard trash was expressly included in the list of Waste materials for which the City would pay prevailing disposal fees. These items were removed from the 2015 ILA.

The change noted in the first bullet item above appears to work in the City’s favor by reducing the amount and type of waste that must be delivered to the County.<sup>9</sup>

The change noted in the second bullet item was added to effectuate the language in Article 3, subparagraph B, that allows Contract Cities the limited ability to permit certain Solid Waste facilities (as opposed to MSW facilities).<sup>10</sup>

---

<sup>9</sup> This language was requested by the City of Miami when it negotiated its most recent ILA with the County.

<sup>10</sup> As further clarified by Mr. Mauriello in recent correspondence: “The exclusion for source separated recyclable materials is contained in the definitions of Municipal Solid Waste and Solid Waste. There is a distinction now between MSW and Solid Waste, also a City of Miami issue, that came about because we needed to distinguish between waste collected by Contract Cities or for them (MSW) and waste not collected by or for a City (Solid Waste) to make Article 3(B) work.”

Ana Garcia, City Manager, City of North Miami Beach  
Mac Serda, Deputy City Manager, City of North Miami Beach  
Jose Smith, City Attorney, City of North Miami Beach  
June 9, 2015  
Page 7

With respect to the additional language noted in the third bullet item above, Mr. Mauriello advised that it was first requested by the City of Miami and thereafter included in the template for all Contract Cities as a matter of fairness.

The changes discussed in the fourth bullet item above, also addressed in Section I of this memorandum, will likely benefit the City by hedging its downside financial exposure in the event of a material increase in the CPI. This "hedging" is effectuated by the reduction in CPI cap from 5% to 4%.<sup>11</sup>

According to Mr. Mauriello, the removal of C&D debris and clean yard trash from the list of Waste materials for which the City would pay prevailing disposal fees, which we discuss in the fifth bullet item above, was effectuated because separate rates for these materials no longer exist.<sup>12</sup>

/mrg

---

<sup>11</sup> Of course, the cap would also reduce the relief in Disposal Fees and Transfer Fees otherwise afforded to the City in the event of a material decrease in the CPI.

<sup>12</sup> The City's solid waste staff should be consulted regarding the financial implications of this change; however, in an exchange of correspondence with Mr. Mauriello, he noted as follows: "Cities typically don't dispose of C&D debris; we've charged the Contract Rate for yard waste for probably 15 years, so this won't be much of a change."

# Exhibit A

INTERLOCAL AGREEMENT BETWEEN  
MIAMI-DADE COUNTY, FLORIDA  
AND  
CITY OF NORTH MIAMI BEACH, FLORIDA FOR REMEDIATION AND CLOSURE OF  
TAYLOR PARK

This Interlocal Agreement, made and entered this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between MIAMI-DADE COUNTY, FLORIDA, a political subdivision of the State of Florida (hereafter "COUNTY") and the CITY OF NORTH MIAMI BEACH, FLORIDA, a Florida municipal corporation (hereafter "CITY").

W I T N E S S E T H

WHEREAS, on April 2, 2013, the Board of County Commissioners approved Resolution R-254-13 directing the County Mayor to include North Miami Beach's Taylor Park as a site to be cleaned up/closed through the Comprehensive Landfill Clean-up [Closure] Plan; and

WHEREAS, the former landfill site located in the CITY, commonly referred to as "Taylor Park" (Landfill), has been identified as eligible for remediation and closure funding in the Miami-Dade County Comprehensive Landfill Closure Plan (CLCP) and the CITY has extended its waste disposal interlocal agreement with the COUNTY until October 1, 2035, consistent with CLCP requirements; and,

WHEREAS, the parties agree that it is in their mutual best interests and the best interests of the citizens of Miami-Dade County to have the COUNTY conduct the Landfill remediation and closure, including without limitation, completion of studies, reports, plans, design plans and construction required by the Regulatory and Economic

Resources Department (RER) [formerly Department of Environmental Resources Management (DERM)]; and,

WHEREAS, taking into account the CITY's proposed use of the Landfill as a public purpose park the COUNTY agrees to fund a portion of any RER required post-closure groundwater remediation costs.

NOW, THEREFORE, IN CONSIDERATION of the mutual benefits derived herefrom, the parties covenant and agree as follows:

I. SOURCE OF FUNDING

The source of funding for the Landfill remediation, closure and post closure costs shall be exclusively from the Utility Service Fee (USF), which fee has been and may in the future be used to secure the issuance of tax exempt bonds. The current remediation and closure cost estimate for the Landfill is \$3 million.

II. LANDFILL REMEDIATION AND CLOSURE

The COUNTY shall be solely responsible for the complete remediation and closure of the Landfill by performing all necessary studies, plans, reports, design plans, permitting activities, agency coordination, construction and waste removal as may be necessary to comply with all Federal, State, County and local environmental regulations and requirements including but not limited to: (1) preparation of the Site Assessment Report (SAR), (2) preparation of the Remedial Action Plan (RAP), (3) construction and implementation of the RER approved remedial system design, (4) Landfill closure construction, and (5) securing Landfill closure certification (collectively, the "Landfill Closure Work"). The Landfill Closure Work performed by the COUNTY shall be

specifically limited to those minimum activities, such as construction of monitoring wells, soil probes and remedial system components required as part of the remediation and closure of the Landfill without regard to any future planned use by the CITY. In no instance, will funds be used for construction of facilities which are not required as part of the minimum required remediation and Landfill closure, as set forth in the RER approved remediation and Landfill closure plans.

In addition, the COUNTY shall bear the cost of any modifications to the Landfill remediation and closure that may be required by regulatory agencies subsequent to closure certification resulting from failure to meet any requirements in effect at the time of closure certification.

Notwithstanding the above and to the extent feasible without affecting the cost to the COUNTY of effecting a minimum safe closure of the Landfill, the Landfill Closure Work will attempt to complement the future recreational land use envisioned for the Landfill. During implementation of the Landfill Closure Work and in the event that the CITY desires to construct utility corridors, foundations or other similar facilities for the future recreational use of the Landfill, the COUNTY will coordinate with the CITY on this work, provided that the CITY pays the incremental cost for such facilities, including hard and soft costs such as consulting fees.

Again, notwithstanding the above, the soil used as part of the COUNTY's remediation must meet, as a minimum, the COUNTY's Soil Re-Use guidelines and requirements for Residential Soil. All soil must be tested off-site and the appropriate environmental agencies must provide the City with the necessary clearances prior to the soil being transported to the Landfill.



The CITY shall fully cooperate in the preparation of all plans and reports required by this Agreement and shall provide any and all Owner approvals required by any regulatory agency or contractor working for the County pursuant to this Agreement. The CITY shall fully cooperate in any construction or work required to complete the closure of the Landfill.

The Department's Bond Engineer will provide oversight for the Landfill Closure Work to ensure that the use of USF funds is limited to eligible costs.

III. TERM OF AGREEMENT

This Agreement shall be in full force and effect from the date hereof and shall continue until the final certification of completion of the Landfill closure is obtained from the appropriate regulatory agency and the POST CLOSURE MAINTENANCE AND MONITORING funding terms prescribed in Section V are fulfilled. Notwithstanding the above, the parties desire that the COUNTY's initiation of the Landfill closure and remediation activities begin no later than December 31, 2016, with completion no later than December 31, 2018.

IV. COUNTY ACCESS TO LANDFILL

The COUNTY shall have unrestricted access to the Landfill for the purposes of this Agreement.

V. POST CLOSURE MAINTENANCE AND MONITORING

The CITY shall be responsible to provide, at its sole cost, for any and all post-closure maintenance and monitoring for the Landfill, including operation, maintenance and monitoring of any groundwater remediation system, until such time as this activity is

no longer required by RER, FDEP or EPA. The CITY shall also be obligated to provide post-closure maintenance of the approved Landfill closure cover material.

Notwithstanding the above paragraph, and taking into consideration that the future use of the Landfill is for a public purpose (park and associated facilities), the COUNTY agrees to pay all costs approved by the Bond Engineer up to \$100,000 per year for the CITY's post-closure ground water remediation and monitoring costs. The COUNTY agrees to provide these funds on an annual basis beginning on the date that the CITY begins to incur any post-closure expenses for as long a period of time as the CITY maintains an active waste disposal interlocal agreement with the COUNTY.

#### VI. CITY INDEMNIFICATION

Subject to the limitations set forth in Section 768.28, F.S., and all applicable laws, the CITY shall indemnify and hold harmless the COUNTY from and for any losses, claims, causes of action or damages of any nature whatsoever, arising from the act, omission or performance or failure of performance of the CITY or the CITY's agents, contractors, servants and employees hereunder relative to the performance on any work on the Landfill. The CITY shall defend the COUNTY in any action including any action in the name of the COUNTY. In addition, subject to the limitations set forth in Section 768.28, F.S., and all applicable laws, the CITY shall indemnify and hold harmless the COUNTY for any existing or future environmental conditions or violations at the Landfill except for conditions or violations related to or directly caused by the COUNTY's landfill remediation and closure work or directly caused by the County's prior ownership or operation of the Landfill. The duty to defend set out above shall be equally applicable here.

VII. COUNTY INDEMNIFICATION

Subject to the limitations set forth in Section 768.28, F.S., and all applicable laws, the COUNTY shall indemnify and hold harmless the CITY from and for any losses, claims, causes of action, or damages of any nature whatsoever arising from the act, omission, performance, or failure of performance of the COUNTY or the COUNTY's agents, contractors, servants and employees of any Landfill Closure Work. The COUNTY shall defend the CITY in any action including any action in the name of the CITY. The duty to defend set out above shall be equally applicable here.

VIII. FORCE MAJEURE

Neither party hereto shall be liable for its failure to carry out its obligations under the Agreement during any period when such party is rendered unable, in whole or in part, by Force Majeure to carry out such obligations, but the obligations of the party relying on such Force Majeure shall be suspended only during the continuance of any inability so caused and for no longer period of said unexpected or uncontrollable event, and such cause shall, so far as possible, be remedied with all reasonable dispatch.

It is further agreed and stipulated that the right of any party hereto to excuse its failure to perform by reason of Force Majeure shall be conditioned upon such party giving, to the other party, written notice of its assertion that a Force Majeure delay has commenced within ten (10) working days after such commencement, unless there exists good cause for failure to give such notice, in which event, failure to give such notice shall not prejudice any party's right to justify any non-performance as caused by Force Majeure unless the failure to give timely notice causes material prejudice to the other party. It is further agreed and stipulated that each party hereto shall make all

reasonable efforts to carry out its obligations under this Agreement during any period when such party is rendered, unable, in whole or in part, by Force Majeure to carry out such obligations.

Force Majeure shall be defined as an act of God, epidemic, lightning, earthquake, fire, explosion, storm, hurricane, flood or similar occurrence, strike, and acts of a public enemy, or blockade, insurrection, riot, general arrest or restraint of government and people, civil disturbance or similar occurrence, which has had or may be reasonably expected to have a material adverse effect on the rights or obligations under this Agreement, which by the exercise of due diligence the party relying thereon as justification for not performing any obligation under this Agreement shall not have been able to avoid, and which is not the result of willful or negligent action or omission of such party.

IX. DEFAULT

A. Without limitation, the failure by the CITY to substantially fulfill any of its material obligations in accordance with this Agreement, unless such failures are justified by Force Majeure, shall constitute a "CITY event of default". If a CITY event of default should occur, the COUNTY shall have all of the following rights and remedies which it may exercise singly or in combination:

1. The right to declare that this Agreement together with all rights granted to the CITY thereunder are terminated, effective upon such date as is designated by the COUNTY. Provided, however, an event of default shall be defined to consist of a default that shall occur by the default in performance of any of the covenants and conditions required herein to be

kept and performed by the CITY and provided that such default continues for a period of thirty (30) days after receipt of written notice from the COUNTY of said default. Notwithstanding the above, if the nature of the default is such that it cannot be cured in a period of thirty (30) days from the date of the default, and the CITY commences reasonable efforts to cure such default no later than thirty (30) days after such notice, and such efforts are prosecuted to completion, to the COUNTY's reasonable satisfaction, then it shall be deemed that no event of default shall have occurred under the provisions of this paragraph.

2. Any and all rights provided under the laws of the State of Florida.

B. Without limitation, the failure by the COUNTY to substantially fulfill any of its material obligations in accordance with this Agreement, unless such failures are justified by Force Majeure, shall constitute a "COUNTY event of default." If a COUNTY event of default should occur, the CITY shall have all of the following rights and remedies which it may exercise singly or in combination:

1. The right to declare that this Agreement together with all rights granted to the COUNTY thereunder are terminated, effective upon such date as is designated by the CITY; provided, however, that an event of default shall be defined to consist of default that shall occur by the default of performance of any of the covenants and conditions required herein to be kept and performed by the COUNTY and provided that such default continues for a period of thirty (30) days after receipt of written notice

from the CITY of said default. Notwithstanding the above, if the nature of the default is such that it cannot be cured in a period of thirty (30) days from the date of the default, and the COUNTY shall commence reasonable efforts to cure such default, no later than thirty (30) days after such notice, and such efforts are diligently prosecuted to completion to the CITY's reasonable satisfaction, then it shall be deemed that no event of default shall have occurred under the provisions of this subsection.

2. Any and all rights provided under the laws of the State of Florida.

#### X. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The COUNTY and the CITY agree to submit to service of process and jurisdiction of the State of Florida for any controversy or claim arising out of or relating to this Agreement or a breach of this Agreement. Venue for any court action between the parties for any such controversy arising from or related to this Agreement shall be in the Eleventh Judicial Circuit in and for Miami-Dade County, Florida.

#### XI. ENTIRETY OF AGREEMENT

This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to matters contained herein. Accordingly, it is agreed that no deviation from

the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto and their authorized representatives.

XII. HEADINGS

Captions and headings in this Agreement are for ease of reference only and do not constitute a part of this Agreement and shall not affect the meaning or interpretation of any provisions herein.

XIII. RIGHTS OF OTHERS

Nothing in this Agreement expressed or implied is intended to confer upon any person other than the parties hereto any rights or remedies under or by reason of this Agreement.

XIV. REPRESENTATION OF CITY

The CITY represents that (I) this Agreement has been duly authorized, executed and delivered by the CITY, and (II) it has the required power and authority to perform this Agreement.

XV. REPRESENTATION OF COUNTY

The COUNTY represents that (I) this Agreement has been duly authorized, executed and delivered by the Board of County Commissioners, as the governing body of the COUNTY, and (II) it has the required power and authority to perform this Agreement.

XVI. WAIVER

There shall be no waiver of any right related to this Agreement unless in writing signed by the party waiving such right. No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver thereof. Any waiver shall be limited to the particular right so waived and shall not be deemed a waiver of the same right at a later time, or of any other right under this Agreement.

XVII. INVALIDITY OF PROVISIONS, SEVERABILITY

Wherever possible, each provision of the Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement, provided that the material purposes of this Agreement can be determined and effectuated.

XVIII. INTERGOVERNMENTAL COOPERATION

The CITY agrees that the CITY shall not pursue a landfill remediation cost recovery action pursuant to CERCLA or RCRA or other Federal or State law against the COUNTY.



XIX. NOTICE

Notices to CITY provided for herein shall be sufficient if sent by Federal

Express or certified mail, return receipt requested, postage prepaid, addressed to:

City Manager  
City of North Miami Beach  
City Manager's Office  
17011 NE 19<sup>th</sup> Avenue  
North Miami Beach, Florida 33162

with copy to:

City Attorney  
City of North Miami Beach  
City Attorney's Office  
17011 NE 19<sup>th</sup> Avenue  
North Miami Beach, Florida 33162

and notices to COUNTY, if sent by Federal Express or certified mail, return receipt requested, postage prepaid addressed to:

County Mayor  
Miami-Dade County  
Stephen P. Clark Center  
111 N.W. 1st Street, 29th Floor  
Miami, FL 33128

with copy to:

County Attorney  
Miami-Dade County  
Stephen P. Clark Center  
111 N.W. 1st Street, 28th Floor  
Miami, FL 33128

Or such other respective address as the parties may designate to each other in writing

from time to time.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

ATTEST:

HARVEY RUVIN, CLERK

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF COUNTY  
COMMISSIONERS

By: \_\_\_\_\_  
DEPUTY CLERK

By: \_\_\_\_\_  
Carlos A. Gimenez  
County Mayor

Approved as to form and legal  
sufficiency:

\_\_\_\_\_  
Thomas H. Robertson  
Assistant County Attorney

ATTEST:

CITY OF NORTH MIAMI BEACH, a  
Florida Municipal Corporation

By: \_\_\_\_\_  
Pamela Latimore  
City Clerk

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

Approved as to form and legal  
sufficiency:

\_\_\_\_\_  
Jose Smith  
City Attorney

## Exhibit B

**INTERLOCAL AGREEMENT BETWEEN METROPOLITAN DADE COUNTY AND  
CONTRACT CITIES FOR CITY USE OF THE COUNTY SOLID WASTE  
MANAGEMENT SYSTEM**

This Interlocal Agreement ("Agreement") is made and entered into this 22nd day of January, 1996, by and between Metropolitan Dade County by and through its Board of County Commissioners ("County") and those municipalities whose names appear in Exhibit "A", attached hereto and made part hereof, their successors and assigns, hereinafter referred to as **Contract Cities**, to provide for use of the County Solid Waste Management System by **Contract Cities** for their Solid Waste disposal and transfer needs.

**BACKGROUND RECITALS**

Whereas, the Metropolitan Dade County Board of County Commissioners (the "Board") hereby finds and declares that it is necessary to the health, safety and welfare of the citizens of Dade County to provide for Solid Waste disposal and management facilities and services; and

Whereas, the County desires to maximize the use of its Resources Recovery facility processes and to extend the life of its landfills; and

Whereas, the **Contract Cities** desire to use the County Solid Waste Management System for their Solid Waste disposal needs (and transfer needs, as applicable), at an agreed-upon Disposal Fee rate (and Transfer Fee rate as applicable); and

Whereas, the **Contract Cities** desire to reestablish or continue their reliance on the County Solid Waste Management System to satisfy Concurrence requirements of the Local Government Comprehensive Planning and Land Development Regulation Act (Chapter 163, Part II, F.S.) only as it applies to Solid Waste disposal capacity for the Solid Waste which each **Contract City** collects for disposal, or that which is collected for it by third parties under contract with the **Contract City** for disposal, and which is committed to the County for disposal in the County Solid Waste Management System in accordance with this Agreement, and actually disposed of therein; and

Whereas, the County and the **Contract Cities** desire to formalize their relationship regarding Solid Waste disposal responsibilities consistent with the provisions of Section 403.706, Florida Statutes.

**NOW THEREFORE**, in consideration of the foregoing premises, and the mutual considerations contained herein, the parties hereto, intending to be legally bound, do hereby agree as follows:

**DEFINITIONS**

For the purposes of this Agreement, the following capitalized words and phrases shall be given the following respective meanings:

**Board** - the Metropolitan Dade County Board of County Commissioners.

**Board** - the Metropolitan Dade County Board of County Commissioners.

**Change in Law** - after the date of execution of this Agreement, (a) the adoption, promulgation, issuance, modification, or change in interpretation of any federal, state or local law, regulation, rule, requirement, ruling or ordinance, of the United States or any state or territory thereof, unless (i) such law, regulation, rule, requirement, ruling or ordinance was on or prior to such date duly adopted, promulgated, issued or otherwise officially modified or changed in interpretation, in each case in final form, to become effective without any further action by any governmental entity or official having jurisdiction, (provided, that it shall not constitute a Change in Law if an administrative regulation existed on the date of execution of this Agreement in temporary or proposed form and was treated as generally applicable to transactions of the type contemplated hereby), or (ii) compliance with such law, regulation, rule requirement, ruling or ordinance was provided for in the Agreement; (b) the issuance of an order and/or judgment of any governmental entity or official having jurisdiction, to the extent such order and/or judgment constitutes a reversal of a prior applicable order and/or judgment, or an overturning of prior administrative policy or judicial precedent; or (c) the suspension, termination, interruption or failure of renewal of any permit, license, consent, authorization or approval essential to the acquisition, design, construction, equipping, start-up, operation, ownership or possession of the County Solid Waste Management System facilities or the facilities sites, to the extent such suspension, termination, interruption or failure of renewal is not caused by any action or inaction of the County or its contractors (provided that, for the purposes of determining whether a suspension, termination, interruption or failure of renewal was so caused, any reason or finding set forth in writing by the agency responsible for issuance of such permit, license, consent, authorization or approval shall be accorded the rebuttal presumption of accuracy), provided that no change in tax law, change to the Internal Revenue Code of 1954 effected by the Tax Reform Act of 1986 (to the extent applicable on the date of this Agreement), change in foreign law, Change In Law which adversely affects the County's legal rights as a licensee, grantee, owner, or user of any patent or other "know-how" in respect of proprietary technology intended to be utilized by it in performing its obligations under this Agreement shall constitute a change in law for any purposes of this Agreement.

**Concurrency** - provision of certain public facilities specified in the State of Florida Local Government Comprehensive Planning and Land Development Regulation Act ("the Act") (specifically, Chapter 163, Part II, Section 163.3180 F.S.) by (a) county (ies), or (a) municipality (ies) or a combination thereof, at a specified level-of-service stated in the Capital Improvements Element of the comprehensive plan for the applicable jurisdiction(s), adopted pursuant to the Act.

**Contract City (ies)** - the municipal corporation or corporations existing under the laws of the State of Florida, that enter into this Agreement with the County and whose names appear in Exhibit "A" to this Agreement. For the purpose of this Agreement, the unincorporated areas of Dade County, as delineated in Exhibit "D", shall be considered a Contract City.

**County** - Metropolitan Dade County, Florida by and through its Board of County Commissioners.

**County Disposal Fee** - the fee charged to dispose of Solid Waste at County-owned Solid Waste disposal facilities or facilities operated under contract with the County for Solid Waste disposal.

**County Solid Waste Management System** - The aggregate of those Solid Waste management facilities owned by or operated under contract with Dade County, which shall include the North Dade Landfill, South Dade Landfill, Resources Recovery Facility, Waste Management of Florida, Inc. Landfill in the City of Medley, Florida, Northeast Transfer Station, Central Transfer Station, West Transfer Station, and other such facilities as may be added to or deleted from this listing from time to time, by the County Manager at his sole discretion. Such additions or deletions may be made by use of an attachment hereto without need for formal amendment to this Agreement.

**Director** - the Director of the Department of Solid Waste Management or his/her designee.

**Exclusive Franchise or License** - (a) contract(s) between a Contract City and a (limited number of) third party contractor(s) for the right and privilege to collect Solid Waste from either residential units or commercial establishments, or both residential units and commercial establishments, within (a) designated service area(s) under the terms of which the contractor(s) pay(s) the Contract City a fee.

**Fiscal Year** - the period beginning October 1 of each year and ending September 30 of the subsequent year.

**Force Majeure** - an act of God, epidemic, lightning, earthquake, fire, explosion, storm, hurricane, flood or similar occurrence, strike, and act of a public enemy, or blockade, insurrection, riot, general arrest or restraint of government and people, civil disturbance or similar occurrence, which has had or may reasonably be expected to have a material adverse effect on the rights or obligations under this Agreement, which by the exercise of due diligence the party relying thereon as justification for not performing any obligation under this Agreement shall not have been able to avoid, and which is not the result of a willful or negligent action or omission of such party.

**Municipal Solid Waste (MSW) or Solid Waste or Waste** - all discarded materials or substances, exclusive of Source-Separated Recyclable Materials, which each Contract City collects for disposal, or that which is collected for it by third parties under contract with the Contract City for disposal, including, but not limited to, garbage, trash, litter, refuse, rubbish, ashes, incinerator residue, recycling process residue, or other materials allowed by the State Department of Environmental Protection for disposal in a Class I landfill which result from domestic, commercial, industrial, mining, agricultural or governmental activities, but not including sewage or other highly-diluted, water-carried materials or substances, or those in gaseous form.

**Non-Exclusive Franchise or License** - a regulatory program under which an unlimited number of Solid Waste haulers are given the right and privilege to collect Waste from either residential units or commercial establishments, or both residential units and commercial establishments, under the terms of which each hauler pays the Contract City a fee.

**Short-Term Disposal** - delivery of Solid Waste to the County Solid Waste Management System for disposal without having a minimum ten (10) year Waste disposal agreement with the County.

**Short-Term Disposal Fee(s)** - the fee(s) paid by private haulers or municipalities for Short-Term Disposal of Solid Waste in the County Solid Waste Management System.

**Source-Separated Recyclable Materials** - materials separated from MSW at their source of generation which are set-out for collection at their source of generation. Such materials shall be limited to: clean yard trash, newspapers, telephone books, household batteries, glass containers, plastic containers, steel cans, aluminum cans, and other Source-Separated Recyclable Materials as may be added to this listing from time to time by the County Manager, at his sole discretion; such additions may be made by use of an attachment hereto without need for formal amendment to this Agreement.

**Transfer Fee** - the fee charged to transfer Solid Waste from County Solid Waste Management System transfer stations to County Solid Waste Management System disposal facilities.

#### ARTICLE 1

#### CONSTRUCTION OF INTERLOCAL AGREEMENT

The word "shall" as used in this Agreement shall in all cases be construed to be mandatory and to require the action so modified by the word "shall" to be taken without regard to the exercise of discretion.

#### ARTICLE 2

#### RESPONSIBILITIES OF THE COUNTY

A. Provision of Disposal Capacity. The County shall provide MSW disposal capacity (and transfer, as applicable) for the Solid Waste which each Contract City collects for disposal, or that which is collected for it by third parties under contract with the Contract City for disposal, and which is committed to the County for disposal in the County Solid Waste Management System in accordance with this Agreement. The provision of Solid Waste disposal services under this Agreement shall comply with all applicable state and federal laws.

B. Disposal Capacity for Concurrency. The County shall maintain sufficient MSW disposal capacity in the County Solid Waste Management System to comply with Concurrency requirements of the Local Government Comprehensive Planning and Land Development Regulation Act (Chapter 163, Part II, F.S.) only as it applies to Solid Waste disposal capacity for the Solid Waste which each Contract City collects for disposal, or that which is collected for it by third parties under contract with the Contract City for disposal, and which is committed to the County for disposal in the County Solid Waste Management System in accordance with this Agreement, and actually disposed of therein.

C. Standardization of Agreement. The terms of this Agreement shall be substantially the same for all Contract Cities.

**ARTICLE 3**  
**RESPONSIBILITIES OF THE CONTRACT CITIES**

**A. Delivery of MSW to County.** Each Contract City shall deliver all the MSW it collects for disposal, or cause delivery of that MSW which is collected for it by third parties under contract with the Contract City for disposal, excluding Source-Separated Recyclable Materials, to (a) County Solid Waste Management System facility(ies), at Disposal Fee rates as specified herein.

Contract Cities which have entered into Solid Waste disposal agreements with third party contractors prior to July 28, 1995, the terms of which extend into the term of this Agreement for a portion of Fiscal Year 1995-96, are not obligated to deliver Solid Waste to the County for that portion of Fiscal Year 1995-96 covered by the third party agreements, copies of which are incorporated herein as Exhibit "C". Such Contract Cities shall otherwise adhere to all terms of this Agreement. Area(s) of unincorporated Dade County, as delineated in Exhibit "D", which incorporate subsequent to the date of this Agreement shall comply with all terms of this Agreement, unless expressly relieved from doing so by resolution of the Board.

The Director may identify particular facilities to which each Contract City shall deliver its Waste. Any Contract City may deliver its Waste to a County transfer facility if the applicable Transfer Fee is paid to the County. At no time during the term of this Agreement shall any Contract City be required to deliver MSW to a County transfer facility unless the County Disposal Fee is the same at all County Solid Waste Management System facilities. No Contract City shall be directed to deliver its Waste to a disposal facility which is farther from that Contract City's boundaries than the closest county-owned disposal facility. No Contract City shall be directed to deliver its Waste to a transfer facility which is farther from that Contract City's boundaries than the closest county-owned transfer facility. In no case shall a Contract City be required to deliver its Waste to a County Solid Waste Management System facility which is farther than twenty (20) miles from that Contract City's nearest boundary in order to take full advantage of its rights under this Agreement.

**B. Use of Other Facilities Prohibited.** Each Contract City shall not deliver any MSW it collects for disposal, or cause or suffer delivery of that MSW which is collected for it by third parties under contract with the Contract City for disposal, excluding Source-Separated Recyclable Materials, to a Solid Waste disposal or transfer facility other than a County Solid Waste Management System facility for the term of this Agreement. No Contract City shall deliver any MSW it collects, or cause or suffer delivery of that MSW which is collected for it by third parties under contract with the Contract City for disposal, other than Source-Separated Recyclable Materials, to a materials recovery or recycling facility for the term of this Agreement.

**C. Hauler Contracts.** Each Contract City shall include in any contracts with Solid Waste haulers, or amendments to such contracts, which it executes, renews or extends after the date of this Agreement, a provision that all Solid Waste collected for the Contract City shall be delivered to a specified County Solid Waste Management System facility for disposal. This provision shall apply to Exclusive Franchise or License agreements with Solid Waste haulers. This provision shall not apply to a Non-Exclusive Franchise or License to haul Solid Waste.



**D. Disposal and Transfer Fees.** Each Contract City shall pay a Disposal Fee (and a Transfer Fee, as applicable) for each ton of MSW delivered to the County Solid Waste Management System for disposal. Each Contract City shall pay a maximum Disposal Fee of forty-five dollars (\$45.00) per ton to the County for disposal of MSW delivered to County Solid Waste Management System facilities for Fiscal Years 1995-96, 1996-97, and 1997-98. This Disposal Fee shall be established by separate administrative order, which shall not become effective until approved by the Board. As applicable, each Contract City shall pay a maximum Transfer Fee of nine dollars (\$9.00) per ton to the County for transfer of MSW delivered to County Solid Waste Management System transfer facilities for Fiscal Years 1995-96, 1996-97, and 1997-98. This Transfer Fee shall be established by separate administrative order, which shall not become effective until approved by the Board. The Disposal Fee and Transfer Fee may be increased or decreased for inflation or deflation beginning on October 1, 1998, and on the first day of each Fiscal Year thereafter, relative to increases or decreases in the U.S. Government Consumer Price Index for All Urban Consumers for the Southeast Region of the United States (CPI) for the prior period of July 1 through June 30. Such CPI increases or decreases shall be capped at five percent (5%) per year for the term of this Agreement. In the event that the actual CPI increase or decrease exceeds the five percent (5%) cap in a given Fiscal Year, the amount of CPI increase or decrease above or below the five percent (5%) cap shall be applied to CPI increases or decreases in future years when the CPI increase or decrease is less than five percent (5%). The Disposal Fee and Transfer Fee shall not otherwise increase, unless as required by Change in Law, as defined herein, which may occur at any time during the term of this Agreement. The County shall notify each Contract City of proposed Disposal Fee and Transfer Fee adjustments on the basis of Change in Law. The Disposal Fee or Transfer Fee increase based on Change in Law shall fully compensate the County for its increased costs. Each Contract City shall pay prevailing disposal fees for Waste materials for which the County charges other than the County Disposal Fee for the entire term of this Agreement, including, without limitation, tires, asbestos, construction and demolition debris, and clean yard trash, if provided to the County for disposal.

**E. Terms of Payment.** The County shall invoice the Contract Cities for Disposal Fees, based on County weighing records, by means of First Class U.S. Mail, within five (5) days of the last day of each month, commencing in the first month after the effective date of this Agreement, and continuing monthly thereafter for the term of this Agreement. In accordance with Section 218.74(2), Florida Statutes, as amended from time to time, payment of Disposal Fees owed to the County shall be due from, and payment shall be made by, each Contract City forty-five (45) days from the date of receipt of the County's monthly invoice.

**F. Dispute On Invoicing.** In the event of a dispute on invoicing, the Contract City shall first pay the full amount of the disputed charges when due and shall, within thirty (30) days from the date of receipt of the disputed invoice, give written notice of the disputed invoice to the County. The notice of dispute shall identify the disputed invoice, state the amount in dispute and set forth a full statement of grounds on which such dispute is based. The County Manager or his designee shall confer with the Contract City and the County Manager or his designee shall resolve the dispute not later than sixty (60) days after the date upon which the disputed invoice was received. Should a Contract City disagree with the determination of the County Manager or his designee, it may pursue any remedy at law except withholding payment.

ARTICLE 4  
WEIGHING RECORDS

The County shall cause all County Solid Waste Management System facilities to operate and maintain motor truck scales calibrated to the accuracy required by Florida law and to weigh all vehicles delivering MSW. Each vehicle delivering MSW from a Contract City, or its contract hauler, shall have its tare weight and cubic yard capacity permanently and conspicuously displayed on the exterior of the vehicle. The County or its contractor may, from time to time, require revalidation of the tare weight of any vehicle. Each Contract City shall provide the County with information about each private hauler delivering MSW on its behalf to include: name and address, make, body type and motor vehicle registration number of each vehicle used for such purpose. All such haulers shall have and maintain a valid County Solid Waste hauler permit in accordance with Section 15-17 of the Code of Metropolitan Dade County, as amended from time to time.

The County will supply each Contract City with monthly weighing records as may be reasonably required by the Contract City to administer its Waste collection program. Copies of all transaction tickets will be maintained by the County for at least two (2) years. If weighing scales are inoperable or are being tested, the facility operator shall estimate the quantity of MSW delivered using a schedule of estimated Waste material weights in accordance with Section 15-25, Subsections (b) and (d) of the Metropolitan Dade County Code, as amended from time to time. The estimates shall take the place of actual weighing records, when the scales are not operational.

The County shall use reasonable efforts to maintain the scales in an operable condition.

ARTICLE 5  
SHORT-TERM DISPOSAL

The Contract Cities agree that the County Solid Waste Management System may accept MSW on a Short-Term Disposal basis from private or municipal haulers, so long as the capacity to receive Solid Waste delivered on behalf of any Contract City is not impaired, and provided that such haulers shall pay (a) Short-Term Disposal Fee(s) of at least ten percent (10%) above that charged to Contract Cities. The (a) Short-Term Disposal Fee(s) shall be established by separate administrative order, which shall not become effective until approved by the Board. All Disposal Fee revenues generated pursuant to this Agreement shall be used to pay County Solid Waste Management System costs. This provision shall not inhibit the County from entering into agreements with private haulers for delivery of Waste to County disposal facilities (with the exception of agreements for delivery of Waste collected by (a) private hauler(s) under contract with any municipality that is not a party to this Agreement, which shall be prohibited), the minimum duration of which shall be ten (10) years, provided that the County shall not offer (a) Disposal Fee(s) less than that agreed to herein by the Contract Cities to any private hauler for the term of this Agreement.

**ARTICLE 6**  
**RELATIONSHIPS OF THE PARTIES**

Nothing in this Agreement shall be deemed to constitute any party a partner, agent or local representative of the other party or to create any type of fiduciary responsibility of any kind whatsoever between the parties. The obligations to this Agreement are not joint; the obligations are separate and several between each of the Contract Cities and County.

**ARTICLE 7**  
**HEADINGS**

Captions and headings in this Agreement are for ease of reference only and do not constitute a part of this Agreement and shall not affect the meaning or interpretation of any provisions herein.

**ARTICLE 8**  
**DURATION OF AGREEMENT**

The term of MSW deliveries by each Contract City to the County under this Agreement shall commence with the date of execution and shall remain in effect up to and including October 1, 2015. The Agreement shall be executed and approved by resolution of each Contract City's governing body on or before September 30, 1995, unless a standard letter of intent to enter into this Agreement is received by the County before October 1, 1995, in which case, the Agreement shall be executed and approved by resolution of each Contract City's governing body on or before December 1, 1995, and shall become effective upon execution by the County. A copy of the resolution of approval shall be transmitted to the County Manager within five (5) days following the date of each Contract City's approval.

**ARTICLE 9**  
**AGREEMENT GOVERNS; ENTIRE AGREEMENT**

This Agreement shall govern and supersede any other Interlocal agreement between the Contract Cities and the County with regard to use of the County Solid Waste Management System. This writing embodies the entire Agreement and understanding between the parties hereto, and there are no other agreements or understandings, oral or written with reference to the subject matter hereof that are not merged herein and superseded hereby.

**ARTICLE 10**  
**REPRESENTATIONS OF THE COUNTY**

The County represents that (A) this Agreement has been duly authorized, executed and delivered by the Board of County Commissioners as the governing body of the County, and (B) it has the required power and authority to perform this Agreement.

**ARTICLE 11**  
**REPRESENTATIONS OF THE CONTRACT CITIES**

Each Contract City represents that (A) this Agreement has been duly authorized, executed and delivered by the Governing Body of the Contract City, and (B) it has the required power and authority to perform this Agreement.

**ARTICLE 12**  
**APPROVALS AND NOTICES**

All notices, consents and other communications required, permitted or otherwise delivered under this Agreement shall be in writing and be delivered either by hand with proof of delivery or mailed by first class United States certified or registered mail, with return receipt requested, postage prepaid, and in any case shall be addressed as provided in Exhibit "B", attached hereto and made part hereof.

Changes in the respective addresses of Contract Cities provided in Exhibit "B" and of County provided on the signature page may be made from time to time by either party by notice to the other party. Notices and consents given by mail in accordance with this section shall be deemed to have been given five (5) business days after the day of dispatch, notices and consents given by any other means shall be deemed to have been given when received.

**ARTICLE 13**  
**AMENDMENT TO AGREEMENT**

This Agreement may be modified, altered or amended only by a written amendment duly executed by the parties hereto, and approved by the governing body of each party. Any oral representations or modifications concerning this Agreement shall be of no force or effect.

**ARTICLE 14**  
**NON-ASSIGNMENT**

In no case shall a Contract City assign, transfer, convey or otherwise hypothecate any interest, rights, duties, or obligations hereunder, or any part thereof. In the event a Contract City attempts to assign, transfer, convey or otherwise hypothecate this Agreement or the Contract City's rights, duties or obligations hereunder, or any part thereof, the County may at its option, terminate this Agreement with respect to that Contract City.

**ARTICLE 15**  
**RIGHTS OF OTHERS**

Nothing in this Agreement, either express or implied, is intended to confer upon any person other than the parties hereto any rights or remedies under or by reason of this Agreement.

ARTICLE 16  
WAIVER

There shall be no waiver of any right related to this Agreement unless that such waiver is in writing signed by the party waiving such right. No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver thereof. Any waiver shall be limited to the particular rights waived and shall not be deemed a waiver of the same right at a later time, or of any other right under this Agreement.

ARTICLE 17  
FORCE MAJEURE

Neither party hereto shall be liable for its failure to carry out its obligations under this Agreement during any period when such party is rendered unable, in whole or in part, by Force Majeure to carry out such obligations, but the obligations of the party relying on such Force Majeure shall be suspended only during the continuance of any inability so caused and for no longer period, and such cause shall, so far as possible, be remedied with all reasonable dispatch.

It is further agreed and stipulated that the right of any party hereto to excuse its failure to perform by reason of Force Majeure shall be conditioned upon such party giving, to the other party, written notice of its assertion that a Force Majeure delay has commenced within five (5) working days after such commencement. If there exists good cause for failure to give such notice, such failure shall not prejudice any party's right to justify any non-performance as caused by Force Majeure, unless the failure to give timely notice causes material prejudice to the other party.

ARTICLE 18  
COUNTY EVENT OF DEFAULT

The failure by the County to substantially fulfill any of its material obligations in accordance with this Agreement, unless excuses are justified by Force Majeure, shall constitute a "County event of default". If a County event of default should occur, the affected Contract City(ies) shall have all of the following rights and remedies which each may exercise singly or in combination: 1. the right to declare that this Agreement as it applies to the Contract City(ies) together with all rights granted to the County hereunder are terminated, effective upon such date as is designated by the Contract City(ies); 2. any and all other rights provided under federal laws and the laws of the State of Florida. 3. in any event, the County shall maintain responsibility for any debts owed to each Contract City for services provided under the terms of this Agreement. Notwithstanding any other provision of this article, the Contract City(ies) shall not terminate this Agreement for a "County event of default" unless the Contract City(ies) first give(s) the County written notice of intent to terminate specifying the alleged default, and providing the County a period of sixty (60) days from receipt of notice within which to cure such default.

ARTICLE 19  
CONTRACT CITY EVENT OF DEFAULT

Without limitation, the failure by a Contract City to substantially fulfill any of its material obligations in accordance with this Agreement, unless excuses are justified by Force Majeure, shall constitute a "Contract City event of default". If a Contract City event of default should occur, the County shall have all of the following rights and remedies which it may exercise singly or in combination: 1. the right to declare that all rights granted to the Contract City hereunder are terminated, effective upon such date as is designated by the County; 2. any and all rights provided under federal laws and the laws of the State of Florida. 3. in any event, the Contract City shall maintain responsibility for any debts owed to the County for services provided under the terms of this Agreement. Notwithstanding any other provision of this article, the County shall not terminate this Agreement for a "City event of default" unless the County first gives the Contract City written notice of intent to terminate specifying the alleged default, and providing the Contract City a period of sixty (60) days from receipt of notice within which to cure such default.

ARTICLE 20  
FLORIDA LAW GOVERNS; VENUE IN DADE COUNTY, FLORIDA

This Agreement, regardless of where executed, shall be governed by and construed according to the laws of the State of Florida, and venue shall be in Dade County, Florida.

ARTICLE 21  
TERMINATION

This Agreement may be terminated upon mutual consent, in writing, between any Contract City and the County.

ARTICLE 22  
COUNTERPARTS

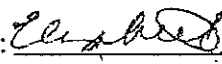
This Agreement may be executed in one or more counterpart(s), each of which shall be deemed an original.

ARTICLE 23  
INVALIDITY OF PROVISIONS

Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, and this Agreement shall remain in full force and effect.

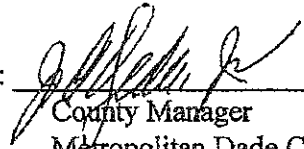
IN WITNESS WHEREOF, Metropolitan Dade County, Florida, has caused this Agreement to be executed in its name by the County Manager or his designee, attested by the Clerk of the Board of County Commissioners and has caused the seal of the Board of County Commissioners to be hereto attached; and the Contract Cities named in Exhibit "A", have caused this Agreement to be executed in their names by the Manager of each Contract City or his designee, attested by the Clerk of each Contract City's governing body and has caused the seal of each Contract City's governing body to be hereto attached, all on the day and year first written above.

Attest:  
Harvey Ruvin,  
Clerk of the Board

By:   
Deputy Clerk



METROPOLITAN DADE COUNTY,  
FLORIDA, BY ITS BOARD OF  
COUNTY COMMISSIONERS

By:   
County Manager  
Metropolitan Dade County Florida  
111 N.W. 1st Street, 29th Floor  
Miami, FL 33128

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY BY:  
Dade County Attorney's Office  
Mr. Henry N. Gillman, Assistant County Attorney  
111 N.W. 1st Street, 27th Floor  
Miami, FL 33128

  
Assistant County Attorney

CONTRACT CITY

WITNESS:

NORTH Miami BEACH

Name of Contract City

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

Mayor-Commissioner

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

Contract City Manager

ATTEST:

[Signature]  
Contract City Clerk

[corporate seal]

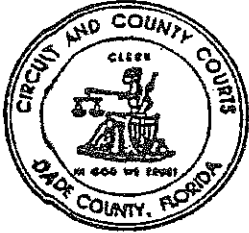
22<sup>nd</sup> day of January, 1996.

APPROVED AS TO FORM:

[Signature]  
Assistant Contract City Attorney



**Harvey Ruvin**  
CLERK OF THE CIRCUIT AND COUNTY COURTS  
Dade County, Florida



HARVEY RUVIN  
Clerk

CLERK OF THE BOARD OF COUNTY COMMISSIONERS  
STEPHEN P. CLARK METRO-DADE GOVERNMENT CENTER  
SUITE 210  
111 N.W. 1st Street  
Miami, Florida 33128-1983  
Telephone: (305) 375-5126

March 12, 1996

City of North Miami Beach  
Public Works Department  
Attn: Kelvin L. Baker  
1965 N.E. 151 Street  
North Miami Beach, FL 33162-6011

Dear Mr. Baker:

Enclosed please find one original copy of the Interlocal Agreement with the City of North Miami Beach for Use of the County Solid Waste Management System.

This Agreement was approved by the Board of County Commission at its meeting of September 14, 1995, a Certified copy of Resolution 1198-95 approving this agreement is enclosed.

Sincerely,

HARVEY RUVIN, Clerk

By:   
Kay Sullivan

KS:ea  
Enclosures

Administrative Services Division - Central Depository - Civil Division - Clerk of the Board - Comptroller / Auditor  
Criminal Division - District Courts Division - Family Division - Juvenile Division - Marriage License - Parking  
Violations - Recording Records / Archives Management - Technical Services Division - Traffic Division



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**

---

**TO:** Mayor and City Council

**FROM:** Ana Garcia, City Manager and Jose Smith, City Attorney

**VIA:** Jose Smith, City Attorney

**DATE:** Tuesday, June 16, 2015

---

**RE:** Resolution No. 2015-55 (Ana M. Garcia, City Manager and Jose Smith, City Attorney)

---




**BACKGROUND ANALYSIS:** The City of North Miami Beach is self-insured for general and auto liability claims. In consultation with the City Attorney's Office, the Risk Management Department is seeking approval for a settlement. This incident occurred on January 1, 2013 at the intersection of NE 6<sup>th</sup> Avenue and NE 177 Street, when a sanitation truck owned and operated by the City of North Miami Beach allegedly traveling at a high rate of speed, failed to stop at a red light, causing a collision with Ms. Leroy's vehicle resulting in serious personal injuries, medical expenses and property damages. Based on significant financial exposure to the City, it is recommended that the Council approve the proposed Settlement.

**RECOMMENDATION:** It is recommended that Resolution No. R2015-55 be passed by the City Council so that the settlement may be finalized and payment issued.

**FISCAL/BUDGETARY IMPACT:** The Proposed Settlement for \$30,000.00 is funded through the City's Self-Insurance Fund

---

**ATTACHMENTS:**

-  [Resolution R2015-55](#)
-  [Exhibit A Memorandum of Settlement](#)
-  [Exhibit B Release](#)

**RESOLUTION NO. R2015-55**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING THE SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS BY AND BETWEEN PLAINTIFF JANINE LEROY, AND THE CITY OF NORTH MIAMI BEACH, IN THE AMOUNT OF \$30,000.00, TO RESOLVE THE MATTER OF LEROY V. CITY OF NORTH MIAMI BEACH, CASE NO. 14-15167-CA-15; AUTHORIZING THE CITY MANAGER TO EXECUTE THE GENERAL RELEASE OF CLAIM AND INDEMNIFICATION AGREEMENT.**

**WHEREAS**, on June 11, 2014, Janine Leroy filed a lawsuit alleging that City employees negligently operated a sanitation vehicle that collided with her vehicle on January 1, 2013; and

**WHEREAS**, liability is disputed regarding speed and whose light was green at the time of the accident; and

**WHEREAS**, the sixty-nine year old Plaintiff's vehicle was totaled, she was rendered unconscious, and sustained personal injuries that her doctors have concluded are permanent; and

**WHEREAS**, the Plaintiff is a cancer patient and has incurred over \$32,000 in medical expenses as a direct result of this accident; and

**WHEREAS**, the Parties participated in Mediation on April 28, 2015 in an effort to amicably resolve the matter without continued litigation, and tentatively agreed to a total Settlement amount of Thirty Thousand (\$30,000.00) Dollars, which is memorialized in the "Memorandum of Settlement" attached hereto as "Exhibit A," subject to approval by the City Council; and

**WHEREAS**, Plaintiff has agreed to settle and release all disputes and claims made against the City, as delineated in the General Release of Claim and Indemnification Agreement, attached hereto as "Exhibit B;" and

**RESOLUTION NO. R2015-55**

**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, and are fully incorporated by reference into this resolution as findings.

**Section 2.** **Approval of Settlement Agreement.** The Mayor and City Council of the City of North Miami Beach, Florida, hereby approve the Settlement and Release Agreement, attached hereto as Exhibit “B.”

**Section 3.** **Authority of the City Manager.** The Mayor and City Council of the City of North Miami Beach, Florida hereby authorize the City Manager to execute and deliver the Settlement and Release Agreement, and take any and all necessary action to implement the settlement agreement.

**Section 4.** **Effective Date.** This Resolution shall become effective immediately upon adoption.

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

ATTEST:

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

(CITY SEAL)

Sponsored By: Mayor and Council

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

APPROVED AS TO FORM:

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

IN THE CIRCUIT COURT OF THE  
11 JUDICIAL CIRCUIT, IN AND  
FOR MIAMI-DADE COUNTY, FLORIDA

Janine Leroy  
Plaintiff

CASE NO: 14-15167-CA-15

vs.

City of North Miami Beach

Defendant

**MEMORANDUM OF SETTLEMENT**

THIS CAUSE, having been submitted to mediation before, E. HUGH CHAPPELL, JR., Mediator, upon Order of the above-styled Court and/or stipulation between the parties, it is hereby stipulated and agreed between said parties that settlement has been reached as follows:

Defendant City of North Miami Beach shall pay Plaintiff Janine Leroy the sum of \$ 30,000.00 as full and final settlement of any and all of Plaintiff's claims against Defendant(s). Plaintiff(s) shall satisfy any and all health insurance liens, medicaid and medicare liens, workers compensation liens, subrogation liens, attorney liens and all outstanding hospital and medical bills and indemnify and hold Defendant(s) harmless thereof. Tender of payment is conditioned upon execution of the release in favor of Defendant(s). Plaintiff(s) shall execute all standard and customary settlement documents and dismiss with prejudice the pending lawsuit, with each party, to pay its own costs and attorney's fees. Defendant shall pay all mediation costs.

Additional consideration, if any, NONE. This agreement is subject to Commission approval which will be heard on June 2, 2015.

DATED this 28 day of APRIL, 2015 at MIAMI, Florida.

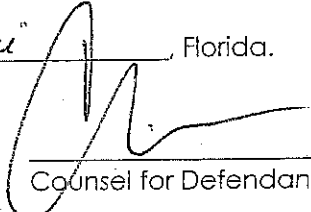
  
Counsel for Plaintiff(s)

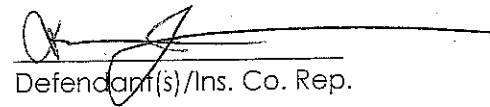
59-2204982

Tax ID Number

Law office of Lawrence J. Behannon

Janine Leroy  
Plaintiff(s) JANINE LEROY

  
Counsel for Defendant(s)

  
Defendant(s)/Ins. Co. Rep.

Defendant(s)

**GENERAL RELEASE OF CLAIM**  
**AND INDEMNIFICATION AGREEMENT**

KNOW ALL MEN BY THESE PRESENTS:

That **Janine Leroy**, hereinafter referred to as “first party,” for and in consideration of the sum of **Thirty Thousand and NO/100 Dollars (\$30,000.00)**, or other valuable consideration, received from or on behalf of the **City of North Miami Beach**, hereinafter referred to as “second party,” the receipt of which hereby is acknowledged,

HEREBY irrevocably remises, releases, acquits, satisfies, and forever discharges the said second parties, and their agents, servants, and employees, of and from all, and all manner of action and actions, cause or causes of action, suits, attorneys’ fees and costs, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which said first party ever had, now has, or which any personal representative, successor, heir or assign of said first party, hereafter can, shall or may have, against said second party, for, upon or by reason of any matter, cause of thing whatsoever, from the beginning of the world to the day of these presents, arising from that accident which Plaintiff alleged occurred on or about January 1, 2013, at, in or near N.E. 6<sup>th</sup> Avenue and N.E. 177<sup>th</sup> Street, in North Miami Beach, Miami-Dade County, Florida, and to any cause of action raised in, or that could have been raised in, or arising out of the filing and prosecution of the litigation described as Leroy v. City of North Miami Beach, Miami-Dade County Circuit Court, Case Number 14-15167-CA-15.

I represent that all medical bills, hospital bills, disability and wage losses, including any subrogation rights or liens for the payment of same by any third party, including any Medicare and Medicaid liens or rights for reimbursement, which arose out of the incident sued upon in the aforementioned litigation have been paid in full or will be settled with the proceeds of this settlement. I SPECIFICALLY UNDERTAKE AND AGREE TO INDEMNIFY the second party for any claims, demands, subrogation rights or liens that may be asserted against the second party for the above mentioned expenses or losses of the first party.

It is understood and agreed that the settlement memorialized in this General Release is the compromise of a doubtful and disputed claim, that the payment made is not to be construed as an admission of liability on the part of second party, and that the party being released denies liability and intend merely to avoid litigation and buy its peace.

I have carefully read this General Release and understand its terms, operation, and effect.

Release of Claim  
and Indemnification Agreement  
Page 2

IN WITNESS WHEREOF, I have hereunto set my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
JANINE LEROY

\_\_\_\_\_  
WITNESS

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

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared JANINE LEROY ☐ who is known to me **or** ☐ who has produced a valid driver's licence or identification card, and who did take an oath, executed the foregoing instrument and that she acknowledged before me that she executed same.

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

NOTARY PUBLIC, STATE OF  
FLORIDA AT LARGE \_\_\_\_\_

My Commission Expires:

This Instrument Prepared By:  
CHRISTOPHER J. STEARNS, ESQ.  
Johnson, Anselmo, Murdoch,  
Burke, Piper & Hochman, P.A.  
2455 East Sunrise Boulevard, Suite 1000  
Fort Lauderdale, Florida 33304  
Fla. Bar No.: 557870



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**

---

**TO:** Mayor and City Council  
**FROM:** Ana M. Garcia, City Manager  
**VIA:** J. Scott Dennis, Chief of Police  
Harvette Smith, Accreditation Manager  
**DATE:** Tuesday, June 16, 2015

---

**RE:** Resolution R2015-56 (J. Scott Dennis, Chief of Police)

---



**BACKGROUND ANALYSIS:** The City of North Miami Beach Police Department partnered with Florida Department of Transportation to participate in the High Visibility Enforcement for Pedestrian and Bicycle Safety funding program. The Program is administered by the University of South Florida Board of Trustees for the University of South Florida's Center for Urban Transportation Research. Participation in the Program will make the NMPD eligible for reimbursement for certain funds expended for the duration of the Program. Participation in the Program requires the City to enter into an Letter of Agreement and Contract and meet certain minimum participation requirements. The NMBPD has met the minimum requirements and would like to accept funds, in an amount not to exceed \$26,784.00, for participation in the Program.

**RECOMMENDATION:** It is recommended that Council approve the request for this resolution.

**FISCAL/BUDGETARY IMPACT:** Positive - a resolution in favor of this grant allows the Police Department to receive funds for collected research data.

---

### **ATTACHMENTS:**

-  [Resolution No. R2015-56](#)
-  [Exhibit A to Resolution R2015-56](#)



**RESOLUTION NO. R2015-56**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA AUTHORIZING THE CITY MANAGER TO ACCEPT FUNDS, NOT TO EXCEED \$26,784.00, FOR PARTICIPATION IN THE HIGH VISIBILITY ENFORCEMENT FOR PEDESTRIAN AND BICYCLE SAFETY FUNDING PROGRAM; RATIFYING THE CITY MANAGER OR DESIGNEE'S EXECUTION OF THE LETTER OF AGREEMENT AND CONTRACT BETWEEN THE CITY OF NORTH MIAMI BEACH POLICE DEPARTMENT AND THE UNIVERSITY OF SOUTH FLORIDA BOARD OF TRUSTEES FOR THE UNIVERSITY OF SOUTH FLORIDA'S CENTER FOR URBAN TRANSPORTATION RESEARCH.**

**WHEREAS**, the City of North Miami Beach Police Department (NMBPD) sought to partner with the Florida Department of Transportation ("FDOT") to participate in the High Visibility Enforcement for Pedestrian and Bicycle Safety funding program(Program); and

**WHEREAS**, the Program is administered by the University of South Florida Board of Trustees for the University of South Florida's Center for Urban Transportation Research ("University") and participation in the Program will make the NMPD eligible for reimbursement for certain funds expended for the duration of the Program; and

**WHEREAS**, participation in the Program requires the City to enter into an Letter of Agreement and Contract and meet certain minimum participation requirements (Exhibit "A"); and

**WHEREAS**, the NMBPD has met the minimum requirements and would like to accept funds, in an amount not to exceed \$26,784.00, for participation in the Program; and

**WHEREAS**, the Mayor and City Council of the City of North Miami Beach, desire to accept the Program funds and ratifies the City Manager or designee execution of the Letter of Agreement and Contract (Exhibit "A") between the City of North Miami Beach Police

**RESOLUTION NO. R2015-56**

Department and the University of South Florida Board of Trustees for the University of South Florida's Center for Urban Transportation Research.

**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 accept the Program funds, in an amount not to exceed \$26,784.00, and ratify the City Manager or designee's execution on October 22, 2014, of the Letter of Agreement and Contract (Exhibit "A") between NMBPD and the University.

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

## Letter of Agreement and Contract

In this contract between the North Miami Beach Police Department ("Vendor") and the University of South Florida Board of Trustees for the University of South Florida's Center for Urban Transportation Research ("University"), the Vendor shall perform the services outlined in the scope of services (Exhibit A).

**Total not to exceed: \$26,784.00**

This contract is being entered into under the terms and conditions of the Florida Department of Transportation ("FDOT") project TWO #945-001, Contract #BDV25. All services must be completed by May 31, 2015 and a final invoice must be received by June 20, 2015. The Vendor shall forfeit payment of costs if final invoice is not received by close of business on June 20, 2015. Invoices must be mailed via the U.S. Post Office or shipped. Faxed and emailed invoices are not accepted.

It is expressly understood that the Vendor is an independent contractor, and not an agent of the FDOT or the University of South Florida. The FDOT and the University's liability in negligence or indemnity for acts of its employees or officers will only be provided under Section 768.28, Florida Statutes. Neither the FDOT nor the University shall be responsible for attorney fees except as provided by statute.

Subject to the limitations of Section 768.28, Florida Statutes, the Vendor shall be required to defend, hold harmless and indemnify the University, the FDOT, NHTSA, FHWA, and USDOT, from all claims and liability, or both due to recklessness or intentional wrongful misconduct of the Vendor, consultant, or their employees.

In accordance with the contract, Vendor is authorized to perform the tasks detailed in the attached Exhibits, and is fully responsible for satisfactory completion of all services. Vendor may not commence work prior to the issuance of a purchase order by the University of South Florida. The delivery of services will begin upon execution of the contract and will end on or before May 31, 2015. Allowable expenses are limited to officer overtime at the hourly overtime rate including fringe benefits established under Exhibit A Section V.

Invoices must be submitted monthly, beginning within 30 days of execution of this contract. All invoices are required to include the inclusive dates (to/from) of service and the following certification statement "All costs are true and valid costs incurred in accordance with the agreement" and must be signed by an authorized Vendor representative.

**CANCELLATION:** This contract may be unilaterally cancelled by FDOT or the University for refusal by the contractor to allow public access to all documents, papers, letters, or other material made or received by the contractor in conjunction with this contract, unless the records are exempt from section 24(1) of Article 1 of the state constitution and section 119.07(1), Florida Statutes.

Digitally signed by Michael J. Abernethy  
DN: cn=Michael J. Abernethy, o=University of South Florida,  
ou=Purchasing Services, email=abernethy@usf.edu, c=US  
Date: 2014.10.22 12:26:04 -04'00'

Michael J. Abernethy, Director, Purchasing Services

University of South Florida

Project Director, University of South Florida

Vendor's Authorized Agent Signature

10/22/14

Date

10/22/2014

Date

10/22/14

Date

APPROVED AS TO FORM AND LEGALITY  
Michael J. Abernethy  
Michael J. Abernethy, Director  
Purchasing Services, University of South Florida

## EXHIBIT "A"

### SCOPE OF SERVICES PEDESTRIAN AND BICYCLE SAFETY ENFORCEMENT CAMPAIGN North Miami Beach Police Department (Vendor)

#### I. OBJECTIVE:

The Florida Department of Transportation ("FDOT"), through a Task Work Order with the University of South Florida ("University"), will utilize law enforcement support to educate and enforce safe pedestrian, bicyclist, and driver behaviors in high priority counties throughout the state. The main objective of this effort is to reduce traffic crashes and fatalities involving pedestrians and bicyclists through the use of selected traffic education and enforcement operations.

#### II. PURPOSE:

In 2012, traffic crashes in Florida resulted in 473 pedestrian fatalities, 7,413 pedestrian injuries, 116 bicyclist fatalities, and 6,058 bicyclist injuries. Based on the National Highway Traffic Safety Administration (NHTSA) Traffic Safety Facts, these rates nearly double the national average for pedestrians and nearly triple the national average for bicyclists.

Pedestrian and Bicycle crashes are more likely to result in fatal or serious injuries than any other types of crashes. The number of hospitalizations and emergency room visits related to these crashes indicate that the magnitude of the problem may even be larger than identified by traffic crash reports. The financial impacts and suffering caused by these fatalities and injuries are significant.

This campaign is a component of Florida's Bicycle/Pedestrian Focused Initiative Communication & High Visibility Enforcement Implementation under the direction of FDOT and the University. This program supports the goals established in Florida's Pedestrian and Bicycle Strategic Safety Plan. These enforcement activities are being implemented to remind and educate pedestrians, bicyclists, and motorists of safe behaviors.

#### III. SERVICES TO BE PROVIDED:

- A. High Visibility Enforcement of all road users, including pedestrians, bicyclists, and motorists. Conduct on-street education and enforcement operations including the distribution of educational materials, and the issuance of warnings and/or citations to pedestrians, bicyclists, and motorists in accordance with Florida Statutes. It is strongly recommended that operations follow an education, warning, citation progression.
- B. Vendor shall distribute the provided safety educational materials, such as printed materials and bicycle lights, during on-street High Visibility Enforcement operations. (All vendors choosing to participate in distribution of bicycle lights will be required to complete a separate Bicycle Light Distribution Assurance form.)
- C. Vendor is required to engage the media to announce enforcement operations and distribute the provided safety messages. Vendor is required to engage the media to announce enforcement operations and distribute the provided safety messages. Vendor shall be required to do at least two (2) press releases, one (1) within 30 days of beginning operations and one (1) aligned with the transition from warnings to citations. Additional media engagement is encouraged throughout the contract period. Proof of media engagement must be provided as a backup documentation component for invoicing during the period in which it is conducted.

#### IV. FDOT RESPONSIBILITIES:

FDOT will provide to Vendor copies of the required training materials, a copy of Florida's Pedestrian and Bicycle Strategic Safety Plan, educational materials for distribution, and approved safety messages..

#### V. VENDOR RESPONSIBILITIES:

Funding is restricted to on-street overtime operations specific to pedestrian and bicycle safety in the identified high priority areas, conducted at the level of effort shown in this contract.

All officers assigned to operations completed under this contract must first review and complete the following required training materials created by the National Highway Traffic Safety Administration (NHTSA):

- "Pedestrian Safety Training for Law Enforcement." A self-paced, interactive CD-ROM.
- "Enhancing Bicycle Safety: Law Enforcement's Role". A self-paced, interactive CD-ROM.
- "Enforcing Law for Bicyclists." A 7-minute roll call video.

Prior to commencing the services outlined under this contract, Vendor must submit a signed and dated list of personnel authorized to perform overtime operations under this agreement, including a certification of completion of the required training, and fully-loaded hourly overtime rate to be used for each officer. Only hours from officers listed and at the rates shown on the authorized personnel list are eligible for reimbursement under this agreement. The authorized personnel list may be updated to add officers and update billing rates, but no hours may be charged for any individual officer until after the updated personnel list has been signed and dated showing their contract billing rate and verifying training has been completed. (Note – all rates must match the payroll documentation submitted with each monthly invoice)

Invoices shall be submitted following calendar months. Vendor is required to use the invoice form templates provided in Exhibit "D". These forms will provide documentation of the following information:

- **Invoice:** summary of hours charged and total due
- **Personnel Timesheet:** dates and hours for each individual officer
- **Operation reporting form:** one page for each operation completed showing officers assigned, date, times, location, safety issue addressed and corresponding enforcement approaches used, contacts overview, and the numbers of warnings and citations issued to motorist, pedestrians, and bicyclists under each Statute.

In addition, the vendor must submit payroll documentation to accompany each monthly invoice. This documentation should clearly indicate overtime rates that match the invoice, when each officer performed overtime activities (must match the personnel timesheet), and must include either a pay stub or payroll ledger documenting payment to each officer for which you are requesting reimbursement.

The funding that is provided to the Vendor is not to be used to supplant the Vendor's ongoing enforcement and educational efforts. Duplicated efforts will not be eligible for reimbursement.

**VI. BEGINNING AND LENGTH OF SERVICES:**

- A. The performance period of this Agreement shall begin upon execution of the contract and shall end on May 31, 2015.
- B. This Agreement is non-renewable.

**VII. ATTACHMENTS:**

Exhibits, required forms and additional data may be attached to this agreement.

**VIII. TERMINATION ACTION:**

This contract may be unilaterally cancelled by USF or FDOT for refusal by the Vendor to allow public access to all documents, papers, letters, or other material made or received by the contractor in conjunction with this contract, unless the records are exempt from section 24(1) of Article 1 of the state constitution and section 119.07(1), Florida Statutes.

**EXHIBIT "B"**  
**METHOD OF COMPENSATION**  
**PEDESTRIAN AND BICYCLE SAFETY ENFORCEMENT CAMPAIGN**  
**North Miami Beach Police Department (Vendor)**

**I. PURPOSE:**

This Exhibit defines the limits and method of compensation to be made to the Vendor for the services set forth in Exhibit "A" and the method by which payments shall be made.

**II. COMPENSATION:**

For the satisfactory performance of services detailed in Exhibit "A" the Vendor shall be paid a Maximum Amount of \$26,784.00.

The University, based on need and availability of budget, may increase or decrease the Maximum Amount by Amendment.

**III. PROGRESS PAYMENTS:**

The Vendor shall submit an invoice and supporting documentation covering each calendar month to the University (required forms included in Exhibit "D"). Invoice packets should be scanned and submitted electronically, with the originals sent to the following address:

University of South Florida  
Attn: Jeanette Rouse  
4202 East Fowler Avenue, CUT 100  
Tampa, Florida 33620

**IV. DETAILS OF COSTS AND FEES:**

Payment shall be made at the hourly billing rates shown on the approved personnel list, for services provided, as approved by FDOT and the University. The contract hourly billing rates shall include the costs of hourly overtime plus associated fringe benefits. The effort is cost reimbursable, so all properly documented overtime enforcement hours completed within the contract term will be reimbursed, not to exceed the total budget. Please refer to Exhibit A, Section V for additional details.

**V. TANGIBLE PERSONAL PROPERTY:**

This contract does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, F.S.

**EXHIBIT "D"**  
**INVOICE, TIMESHEET, AND DETAIL DOCUMENTATION FORMS**

**EXHIBIT "C"**  
**EFFORT SUMMARY - PEDESTRIAN AND BICYCLE SAFETY ENFORCEMENT CAMPAIGN**  
**North Miami Beach Police Department**

**SERVICE PROVIDED:** Enhanced Traffic Enforcement Detail/High Visibility Enforcement

Details to be completed	1 every week
Hours per detail	4
Officers per detail	4
Total number of hot spots/corridors	3
Frequency each hot spot will be enforced	Once every 3 weeks
Total number of times each hot spot will be enforced	10

Total Project budget: \$26,784.00


**NOTE:** Total budget calculated from 31 weeks total duration at the level of effort indicated above. Reasonable effort must be made to maintain the weekly level of effort for the full contract period. If the level of effort outlined above is not obtained during a given month due to unexpected circumstances (i.e. weather, staffing issues, illness, etc.), these should be documented in each invoice. All properly documented overtime enforcement hours completed within the contract term will be reimbursed, not to exceed the total budget.

**ACKNOWLEDGEMENT:** I certify that I have read and agree to abide by the pricing and all terms and conditions of this Agreement and that I am authorized to sign for the **North Miami Beach Police Department**.

Agency: North Miami Beach Police FEID# 59-6000389

Address: 16901 NE 19<sup>th</sup> Avenue

City: North Miami Beach State: FL Zip: 33142

Authorized Signature:  Date: 10/24/14

Printed Name: J. Scott Dennis

Title: Chief of Police





# CITY OF NORTH MIAMI BEACH POLICE DEPARTMENT

A STATE ACCREDITED LAW ENFORCEMENT AGENCY



Excelsior Status

J. Scott Dennis  
Chief of Police

Center for Urban Transportation Research  
University of South Florida  
4202 East Fowler Avenue, CUT100  
Tampa, FL. 33620

November 5, 2014

USF Center for Urban Transportation Research,

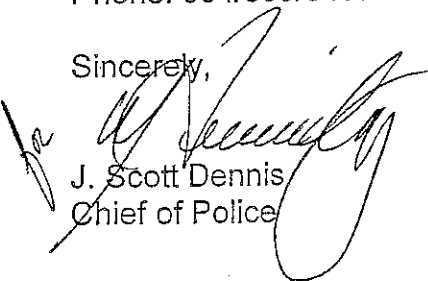
The North Miami Beach Police Department is pleased to partner with the University of South Florida (USF) and the Florida Department of Transportation (FDOT) to improve Pedestrian and Bicyclist Safety in the City of North Miami Beach under the High Visibility Project, Contract #BDV25, PO #0000215973. The attached list of sworn personnel establishes the billing rate to be used for invoicing and also verifies that each officer has completed the required training to perform overtime enforcement operations.

The listed individuals successfully completed the three required training videos on Wednesday, October 29, 2014 and copies of their certifications are attached. It is understood that all of the invoices are to use only the billing rates shown for each individual on this form and that these billing rates will match the payroll rates. It is also understood that this form must be updated, signed, dated, and verified as received by (USF) prior to scheduling any operations with either newly-trained personnel or modified billing rates. If any other personnel changes occur during the contract period, notification will be made to (USF) immediately.

Should you have any questions regarding invoices or the content and execution of our Pedestrian and Bicyclist Safety operations, the primary point of contact is:

Sergeant Robert Williams  
[Robert.williams@nmbpd.org](mailto:Robert.williams@nmbpd.org)  
Phone: 954/559/8487

Sincerely,

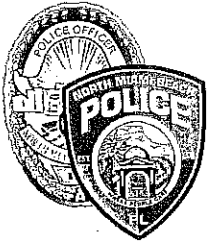
  
J. Scott Dennis  
Chief of Police

Name

Overtime rate

Date of completed training

Sgt Robert Williams	68.3820	10/29/2014
Sgt. Stuart Nichols	58.1226	10/29/2014
Sgt. David Foy	57.9501	10/29/2014
Officer Mike Mundy	53.4822	10/29/2014
Officer Mike Bolinger	53.0787	10/29/2014
Officer John Francioni	52.5590	10/31/2014
Officer Chris Starnes	52.9340	10/29/2014
Officer Aldo Alfonso	53.3090	10/29/2014
Officer Felipe Hernandez	53.7275	10/30/2014
Officer Ken Baker	54.7662	10/29/2014
Officer Rafael Florencio	44.8482	10/29/2014



J. Scott Dennis  
Chief of Police

# CITY OF NORTH MIAMI BEACH POLICE DEPARTMENT

A STATE ACCREDITED LAW ENFORCEMENT AGENCY



Excelsior Status

June 30, 2014

Trenda McPherson  
FDOT Traffic Safety Office  
605 Suwannee Street  
MS 53  
Tallahassee, FL 32399-0450

The City of North Miami Beach is a diverse community located in northeast Miami-Dade County. One of the major traffic arteries running through the middle of the City of North Miami Beach is (SR826) or locally known as NE 163 Street. SR826 is a heavily travelled roadway that connects the mainland with the beaches, from I95 to A1A. In addition to a large amount of vehicular traffic that traverses the roadway, there is also a significant amount of pedestrians and bicyclists that share the road as well.

In keeping with our objective of public safety, I am seeking to partner with the Florida Department of Transportation (FDOT) in order to stage a campaign of education and enforcement. This will bring awareness to and enhance roadway safety for pedestrians and bicyclists. It is understood that the City of North Miami Beach Police Department has the ability with funding assistance from the FDOT to engage in a coordinated effort to conduct weekly traffic operations at "hotspot" intersections. It is further understood that this will be an ongoing effort and that after action documentation statistics as well as invoices must be submitted in a timely manner by the designated operation coordinator. With program approval, officers eligible to work the operations must be certified by taking an on-line training course which is provided by the FDOT.

Thank you for your continuous support. We are looking forward to our partnership in our educational campaigns and high visibility enforcement operations.

J. Scott Dennis  
Chief of Police



J. Scott Dennis  
Chief of Police

# CITY OF NORTH MIAMI BEACH POLICE DEPARTMENT

A STATE ACCREDITED LAW ENFORCEMENT AGENCY



"Excelsior Status"

Intersections:	Crashes with injury:	Crashes: Types/Issues	Enforcement Strategies
16300 Block Of Biscayne Blvd. (All directions)	2012 / 2013 62 / 53	At this intersection, there are multiple causes and issues. Red light running, failure to yield, and careless driving.	High visibility patrol with one officer taking each quadrant of the intersection to cite and educate violators.
Ne 6 <sup>th</sup> avenue & 167 St (Westbound)	22 / 32	At this intersection, the vast majority of crashes are caused by violation of right of way and red light running.	Use of police motorcycles and or unmarked police vehicles to identify and target violators.
1900 Block Ne 163 St	32 / 31	The issues at this intersection are mainly violation of right of way while making left turns as well as careless driving.	Use of police motorcycles and or unmarked police vehicles to identify and target violators.

Enforcement operations to be completed (per week)	1 operation per week on various days of the week during peak traffic hours TBA.
Hours per enforcement operation	4 hours per operation 0600-1000 / 1500-1900
Officers per operation	4 officers per operation
Average officer compensation (benefits)	\$54 per hour at time and half
Number of intersections to be enforced	3 intersections per operation
Frequency each "hotspot" will be enforced	Each of the 3 listed "hotspot" intersections



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

## **Police Department**

Memorandum No. \_\_\_\_\_

Date: June 30, 2014

To: J. Scott Dennis, Chief of Police

From: Jose Assael, Captain

Subject: High Visibility Enforcement for Pedestrian and Bicycle Safety

Attached to this memorandum is the required cover letter for the Florida Department of Transportation (FDOT), required statistics and action memorandum.

JA/  
Attachments



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

## **Police Department**

Memorandum No. \_\_\_\_\_

Date: June 16, 2014

To: J. Scott Dennis, Chief of Police

Via Chain of Command

From: Jose Assael, Captain *JA*  
Operation Division

Subject: High Visibility Enforcement for Pedestrian and Bicycle Safety

### **RECOMMENDATION:**

It is recommended that the North Miami Beach Police Department (NMBPD) participate in the High Visibility Enforcement for Pedestrian and Bicycle Safety funding program.

### **BACKGROUND:**

Crashes involving pedestrians and bicyclists are more likely to result in fatal or serious injuries than any other types of crashes, and the financial impacts and suffering by these crashes are significant. As a result, the Florida Department of Transportation (FDOT) is looking to supplement ongoing educational campaigns with high visibility enforcement operations in the most needed locations. FDOT now has funding available for law enforcement agencies to conduct High Visibility Enforcement operations for pedestrian and bicyclist safety.

The funds may only be used for officer overtime hours spent conducting on-street enforcement operations for the period of July 1, 2014, through June 30, 2015. To be eligible for these funds, law enforcement agencies must be located in one of the top 10 Florida counties with the greatest number of pedestrian and bicyclist fatalities.

Minimum participation requirements are outline below:

- Complete the required training (2 CD-ROM and a 7-minute video).
- Conduct repeated overtime enforcement operations following an educate, warn and cite enforcement progression, specifically targeting locations and issues identified by crash data.
- Distribute the provided "Alert Today Alive Tomorrow" campaign educational materials as a routine component of all enforcement contacts with the public.
- Create and distribute at least one press release announcing the initiation of targeted enforcement activities. Additional press releases and media involvement are required.

J. Scott Dennis, Chief

June 12, 2014

Page 2

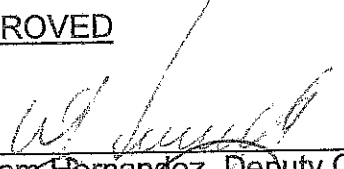
- Submit monthly invoices and progress reports including documentation of each completed enforcement operation by location. The program will be administered by a contract with the University of South Florida's Center for Urban Transportation Research, and the regular documentation and evaluation is a primary component of this program.

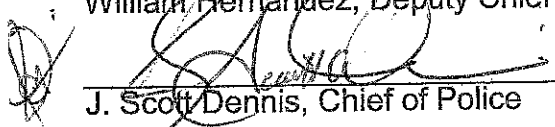
It is requested that the NMBPD submit an application outlining our proposed enforcement program. NMBPD must submit a cover letter signed and dated by the Chief of Police, and a list of personnel authorized to perform overtime details, including a certificate of completion of the required training, and the fully-loaded hourly overtime rate including benefits to be used for each officer. An application for this program must be submitted in order to participate (See attachment).

APPROVED

DATE

DISAPPROVED

  
William Hernandez, Deputy Chief

  
J. Scott Dennis, Chief of Police

WH/ja  
Attachment

William Hernandez, Deputy Chief

J. Scott Dennis, Chief of Police

D.C. 6/18/14

PLEASE INCLUDE A COMPLETED APPLICATION w/ THIS PACKAGE





## High Visibility Enforcement for Pedestrian and Bicycle Safety

Crashes involving pedestrians and bicyclists are more likely to result in fatal or serious injuries than any other types of crashes, and the financial impacts and suffering caused by these crashes are significant. As a result, the Florida Department of Transportation (FDOT) is looking to supplement ongoing educational campaigns with high visibility enforcement operations in the most needed locations. FDOT now has funding available for law enforcement agencies to conduct High Visibility Enforcement operations for pedestrian and bicyclist safety.

The funds may only be used for officer overtime hours spent conducting on-street enforcement operations for the period of July 1, 2014 through June 30, 2015. The funding is not to be used for any of the following: production or printing of materials, training or administration, public or school outreach events, or to duplicate efforts already funded from another source such as an FDOT safety grant. To be eligible for these funds, law enforcement agencies must be located in one of the top 10 Florida counties with the greatest number of pedestrian and bicyclist fatalities: Miami-Dade, Broward, Palm Beach, Hillsborough, Orange, Pinellas, Duval, Polk, Volusia, and Pasco. This funding opportunity may be expanded to the top 15 Counties which includes Lee, Escambia, Brevard, Marion, or Sarasota with proper justification or to continue an existing effort funded under this program.

Minimum participation requirements are outlined below. Additional details and guidance will be provided upon receipt of a completed program application.

- Complete the required training (see more details below).
- Conduct repeated overtime enforcement operations following an educate, warn and cite enforcement progression, specifically targeting locations and issues identified by crash data.
- Distribute the provided Alert Today Alive Tomorrow campaign educational materials as a routine component of all enforcement contacts with the public.
- Submit monthly invoices and progress reports including documentation of each completed enforcement operation by location. The program will be administered by a contract with the University of South Florida's Center for Urban Transportation Research, and the regular documentation and evaluation is a primary component of this program.
- Create and distribute at least one press release announcing the initiation of targeted enforcement activities. Additional press releases and media involvement are required.

Your agency will be required to submit a signed and dated list of personnel authorized to perform overtime details, including a certificate of completion of the required training, and the fully-loaded hourly overtime rate including benefits to be used for each officer. Only hours from officers listed and at the rates shown on the authorized personnel list will be eligible for reimbursement. The authorized personnel list may be updated to add officers after the contract is completed, but no hours may be charged for any individual officer until after the updated personnel list has been signed and dated showing their billing rate and verifying training has been completed.

The required training materials were created by the National Highway Traffic Safety Administration (NHTSA) and will be provided by FDOT upon receipt of your application:

- "Pedestrian Safety Training for Law Enforcement." A self-paced, interactive CD-ROM.



- “Enhancing Bicycle Safety: Law Enforcement’s Role”. A self-paced, interactive CD-ROM.
- View the video “Enforcing Law for Bicyclists”. Link to this 7-minute video can be found here: <http://www.nhtsa.gov/Driving+Safety/Bicycles/Enhancing+Bicycle+Safety:+Law+Enforcement's+Role>

If your agency is interested in conducting high visibility enforcement for pedestrian and bicyclist safety in your community, please submit an application with the details specified below outlining your proposed enforcement program. Applications will be accepted until funds are allocated. If you have any questions about the program or FDOT’s Alert Today Alive Tomorrow campaign for pedestrian and bicyclist safety, please contact Trenda McPherson at 850-414-4025 or [Trenda.McPherson@dot.state.fl.us](mailto:Trenda.McPherson@dot.state.fl.us) or Lucas Cruse at USF-CUTR at 813-974-1584 or [lcruse@cutr.usf.edu](mailto:lcruse@cutr.usf.edu). Please submit a hard copy of your application to:

Trenda McPherson, State Bicycle/Pedestrian Safety Program Manager  
 FDOT Traffic Safety Office, 605 Suwannee Street, MS 53, Tallahassee, FL 32399-0450

### Program Funding Application Requirements

Please submit a cover letter signed by agency head, accompanying the two tables described below. No additional narrative is required.

Provide a table outlining the following information for each of the proposed enforcement locations:

- the specific intersection and start/end points if a linear corridor is to be targeted
- the number of crashes/injuries/fatalities for 2012 (and 2013, if available) for that location
- an overview of the crash types and behavior issues identified from the data for that location
- the specific enforcement strategies proposed to address the issues at that location

<i>Locations</i>	<i>Crashes/Injuries/Fatalities</i>	<i>Crash Types and Issues</i>	<i>Enforcement Strategies</i>
Intersection of X and Y Street			
K Street from A to B			

Provide the proposed level of effort that your agency can sustain. The information you provide in this table will be the basis of your contract with USF to establish the budget and minimum enforcement frequencies that must be maintained through the contract duration.

Enforcement operations to be completed	X times per week -OR- Once every X weeks
Hours per enforcement operation	X
Officers per enforcement operation	X
Average officer overtime rate including benefits	X
Number of intersections/corridors to be enforced (from table above)	X
Frequency each hot spot will be enforced	X times per week -OR- Once every X weeks



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:**  
**VIA:**  
**DATE:** Tuesday, June 16, 2015

---

**RE:** 2016 Budget Update & Proposed Change of Council Meeting Date in September Due to Conflict with the County

---

**BACKGROUND ANALYSIS:**

Draft Budget available for Mayor and Council – **Thursday, July 16<sup>th</sup>**

Declare the proposed millage rate and roll back rate – **Tuesday, July 21<sup>st</sup> 6PM** (Council Conference)

1<sup>st</sup> Budget Workshop - **Tuesday, August 4<sup>th</sup>, 6 P.M.** (Council Conference) (Budget Workshop discussion continued during Council meeting presentation time, as needed)

2<sup>nd</sup> Budget Workshop - **Tuesday, August 11<sup>th</sup>, 6 P.M.** (Special Council Meeting)

3<sup>rd</sup> Budget Workshop - **Tuesday, August 18<sup>th</sup>, 6 P.M.** (Council Conference) (Budget Workshop discussion continued during Council meeting presentation time, as needed)

The City cannot hold its budget hearings on or before the same night as the County's and school board's hearings. The recommendation is to cancel the September 1st and 15th meetings, and have them on Tuesday, September 8th and Monday, September 21st.

1<sup>st</sup> Budget Hearing (in lieu of the September 1<sup>st</sup> Council Meeting) - **Tuesday, September 8<sup>th</sup> at 7:30 P.M.**

2<sup>nd</sup> Budget Hearing (in lieu of the September 15<sup>th</sup> Council Meeting) - **Monday, September 21<sup>st</sup> at 7:30 P.M.**

**Other significant dates for your information:**

Thursday, September 3rd and 17th - Miami-Dade County Budget Hearings

Wednesday, September 9th (2<sup>nd</sup> Reading) - Miami-Dade County School Board Budget Hearing

Tuesday, September 22nd – the eve of Yom Kippur

**RECOMMENDATION:**

**FISCAL/BUDGETARY  
IMPACT:**

---

**ATTACHMENTS:**

None



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**

---

**TO:** Mayor and City Council  
**FROM:** Ana M. Garcia, City Manager  
**VIA:**  
**DATE:** Tuesday, June 16, 2015

---

**RE:** Boca Jr Tryouts and Match vs. the Strikers on July 1st

---

**BACKGROUND  
ANALYSIS:**

**RECOMMENDATION:**

**FISCAL/BUDGETARY  
IMPACT:**

---

**ATTACHMENTS:**

- ▢ [Boca Juniors Soccer Academy Tryouts and Match on July 1st](#)





NORTH MIAMI BEACH  
*Florida*

# BOCA JUNIORS SOCCER ACADEMY

**SDG SOCCER CENTER | NORTH MIAMI BEACH**

## Try Outs June 2015

- ★ **Boys and Girls, 8 thru 12 years**  
June 22, 24 and 26 | 6.00 PM - 7.30 PM
- ★ **Boys and Girls, 13 thru 16 years**  
June 23 and 25 | 6.00 PM - 7.30 PM  
June 27 10.00 AM - 1130 AM



Opening August 2015

More info about Boca Juniors Soccer Academy  
and 2015 Scholarship Applications:

[www.sdgsoccer.com](http://www.sdgsoccer.com) | [info@sdgsoccer.com](mailto:info@sdgsoccer.com)



**PATRICIA A. MISHCON ATHLETIC FIELD**  
**16601 NE 15th AVENUE, NORTH MIAMI BEACH, FLORIDA 33162**

CENTER



★ CHALLENGE  
CUP ★  
FORT LAUDERDALE 2015

**BOCA JUNIORS  
vs  
STRIKERS**

JULY 1ST LOCKHART STADIUM 8PM



You can purchase your 2x1 tickets at tryout site | 300 tickets max | 15% discount available at [www.strikers.com](http://www.strikers.com) with promo code: AcademiaBoca2015





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**

---

**TO:** Mayor and City Council  
**FROM:** Jose Smith, City Attorney  
**VIA:** Jose Smith, City Attorney  
**DATE:** Tuesday, June 16, 2015

---

**RE:** Litigation List (Jose Smith, City Attorney)

---

**BACKGROUND ANALYSIS:** As of June 16, 2015  
**RECOMMENDATION:**  
**FISCAL/BUDGETARY IMPACT:**

---

**ATTACHMENTS:**

▣ [Litigation List](#)

**TO: Mayor and City Council**  
**FROM: Jose Smith, City Attorney**  
**DATE: June 16, 2015**

---

**LITIGATION LIST**

**I. Civil Rights:**

**II. Personal Injury:**

**Leroy, Janine v CNMB**

**SETTLED**

**III. Other Litigation:**

- **Michael Joseph and the Jewish League Coalition v Phyllis Smith, et al.**  
Election Contest

**IV. Forfeitures:**

- **Jean-Paul**  
One 2011 Hyundai Genesis, One 2010 Nissan 370Z, and \$2,600.00 in US Currency.

**V. Mortgage Foreclosures:**

- **Wells Fargo v CNMB (Mendez)**

**VI. Bankruptcies:**

- **Sofia Contreras**
  
- **New Case**



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**

---

**TO:** Mayor and City Council  
Ana Garcia, City Manager  
Pamela Latimore, City Clerk

**FROM:** Jose Smith, City Attorney

**VIA:** Jose Smith, City Attorney

**DATE:** Tuesday, June 16, 2015

---

**RE:** Request for Reimbursement of Attorney's Fees (Councilman Pierre)

---

**BACKGROUND ANALYSIS:** Councilman Pierre requested a legal opinion regarding the reimbursement of attorney's fees he incurred. It is my determination that the fees incurred as a result of (a) prosecuting a lawsuit challenging his opponent's candidacy in 2009 MAY NOT be reimbursed; and those incurred (b) defending himself against alleged voter irregularities in 2012 as a sitting councilman MAY be reimbursed if a majority of the City Council makes a determination that (i) the alleged misconduct arises out of or in connection with his official duties while (ii) serving a public purpose.

**RECOMMENDATION:** I recommend declining the request for the 2009 attorney's fees; and given the assertion that the former City Attorney Darcee Siegel approved the retention of outside counsel and the payment of fees related to the 2012 attorney's fees, I am recommending approval of those fees.

**FISCAL/BUDGETARY  
IMPACT:** \$4,585 for 2012 fees

---

**ATTACHMENTS:**

 [Legal Opinion](#)





## City of North Miami Beach Memorandum

CITY ATTORNEY'S OFFICE

Phone: (305) 948-2939

Fax: (305) 787-6004

TO: Councilman Frantz Pierre

FROM: Jose Smith, City Attorney

DATE: February 26, 2015

RE: Legal Opinion regarding Request for Reimbursement of Attorneys' Fees

By letter dated January 23, 2014, a copy of which is attached hereto as "Exhibit A," you requested that the City of North Miami Beach (the City) reimburse you for attorneys' fees incurred in: (A) prosecuting a lawsuit and enclosed the bills from Joseph Geller, Esquire ("Geller fees"), and (B) successfully defending against allegations of voter irregularities and enclosed the bills from Benedict Kuehne, Esquire ("Kuehne fees"). Please allow this memorandum to serve as the response to your request for a legal opinion regarding your reimbursement request.

### I. Questions Presented

A. May the City reimburse the Geller fees you incurred in 2009 when prosecuting a lawsuit challenging your opponent's candidacy?

B. May the City reimburse the Kuehne fees you incurred during an investigation by the Commission on Ethics and the State Attorney's Office based on a complaint filed by a resident in 2012 involving allegations of voter irregularities at your residence?

### II. Short Answer

A. No. The Florida Attorney General has previously opined that the City may not reimburse a councilmember for fees incurred in challenging an opponent's candidacy.

B. Yes. The City may reimburse the Kuehne fees you paid in defending yourself against the alleged voter irregularities, subject to a determination by the City Council that *the alleged misconduct arises out of, or in connection with, the performance of your official duties and while serving a public purpose.*

### III. Legal Analysis

Under Florida common law, a public official may be reimbursed for the reasonable attorney's fees incurred while defending a civil lawsuit provided that the litigation (1) arose out of or in connection with the *performance of their official duties* and (2) *serves a public purpose*. See, e.g., *Thornber v. City of Ft. Walton Beach*, 568 So.2d 914 (1990); Fla. Atty. Gen. Op. 98-12, Feb. 16, 1998. This common law doctrine also applies to "criminal proceedings." *Lomelo v. City of Sunrise*, 423 So.2d 974 (Fla. 4th DCA 1982).

#### A. The City cannot honor your request for reimbursement of the Geller fees because that action failed to satisfy the first prong of the *Thornber* test.

You seek reimbursement for payments made to Joseph Geller ("Geller fees") to challenge the candidacy of your opponent. The relevant facts are as follows:

You state that you "realized that [you] should be re-elected unopposed" since no one else filed to run in group 5, and that you "immediately contacted the Law Offices of Greenspoon Marder and attorney Joe Geller was assigned to the case."

You contend that an error was made in the filing documents by candidate Anthony DeFillipo and/or the then-City Clerk Solomon Odenz.

By the time you went before a judge, the absentee ballots had already gone out and six voters had already cast their votes. The judge decided not to take action until after the elections.

Because you won the election, the "law suit became purposeless."

Filing such a lawsuit is your right as a candidate, but is not a part of your official duties as a Councilperson of the City of North Miami Beach.

The City cannot reimburse you for the Geller fees based on two legal opinions from the Florida Attorney General. See, Op. Atty. Gen. Fla. 2013-15 (2013) and Op. Atty. Gen. Fla. 91-59 (1991). Since the lawsuit involves challenging your opponent's candidacy rather than addressing any allegations of misconduct by you while performing official duties as a Councilman, such fees are not reimbursable.

The City dealt with a similar situation where Councilwoman Beth Spiegel prosecuted a challenge against someone seeking to run in her seat. See Op. Atty. Gen. Fla. 2013-15 (2013), a copy of which is attached as "Exhibit B." The Attorney General opined that "that the city may not reimburse legal fees incurred by a councilmember individually prosecuting an action challenging a candidate's qualifications to run for the city council when such action was not taken while performing the official duties of the office." *Id.* As noted above, the second prong of the standard for reimbursement of attorney's fees set forth in *Thornber* requires that the action arise out of or in connection with the performance of official duties. Just as Councilwoman Spiegel was not performing official duties as councilperson when she individually initiated a lawsuit against her challenger, your individual lawsuit to challenge the candidacy of your challenger was not a part of your official duties as a councilperson.

Moreover, “[w]hile the enforcement of the city’s charter and ordinances may fulfill a public purpose,” the Attorney General noted that a legal challenge brought by a sitting councilmember would not satisfy the second prong of the *Thornber* test, which requires a “nexus to the performance of the sitting councilmember’s official duties.” *Id.* Acting as a body, the City Council has the authority to bring such a lawsuit to fulfill a municipal purpose and such expenditures may qualify for reimbursement, but as the Attorney General pointed out, “such action must be taken by a majority of the governing body and not at the initiative of an individual councilmember.” *Id.*

Accordingly, the City will not reimburse you for the Geller fees because filing the lawsuit was not part of your official duties, was not in defense of any alleged wrongdoing, and was not sanctioned by the City Council as serving a public purpose.

**B. The City may consider your request for reimbursement of the Kuehne fees so long as the Council determines that such reimbursement would meet the two-part test in *Thornber***

You seek reimbursement for fees paid to Ben Kuehne (“Kuehne fees”) incurred when you retained representation while you were being investigated for alleged voter fraud. The relevant facts are as follows:

A North Miami Beach resident and blogger, Stephanie Kinzle, made allegations about possible voter fraud. Specifically, in an email dated March 14, 2012, Ms. Kinzle alleged that a number of individuals listing your home address on their voter registration were not actually residents of the City and/or that you were violating the City’s Zoning Ordinance. A copy of that email is attached hereto as “Exhibit C.”

The Commission on Ethics (COE) began the investigation and referred the matter to the Miami-Dade Police Public Corruption Investigations Bureau (PCIB) for further investigation.

During a recent meeting with the City Manager and I, you stated that the former City Attorney Darcee Siegel had assigned the matter related to the investigations of voter irregularities to outside attorney Ben Kuehne.

On February 25, 2015, Mr. Kuehne stated the following:

“...At the outset of my representation, I spoke with then City Attorney Darcee Siegel about the matter and my representation of Councilmember Pierre. Because he was a Councilmember of North Miami Beach at the time and the complaint was directed to him in his official capacity (even though the allegations were not meritorious), it was my understanding with the City Attorney that the City of North Miami Beach agreed to be responsible for paying my initial legal representation. I also understood that if the matter

extended into formal charges (it did not), then the City might re-evaluate payment for my legal services."

A copy of Mr. Kuehne's letter is attached hereto as "Exhibit D."

The PCIB conducted interviews and closed the case against you, after determined that "many if not all of the individuals in question had, in fact, lived at the Pierre residence at one time or another and that consequently no violation of state elections law could be proven." On April 13, the COE recommended that the investigation be closed. A copy of the report is attached hereto as "Exhibit E."

Based on these facts, the City may consider your request for reimbursement provided that the City Council determines that such reimbursement would satisfy the *Thornber* requirements. See Op. Att'y Gen. Fla. 90-74 (1990) and Op. Att'y Gen. Fla. 85-51 (1985).

Payment of these expenses is contingent upon the City Council determining that the alleged misconduct arose from the performance of your official duties as a Councilman. See Op. Att'y Gen. Fla. 94-11 (1994) (Citing AGO 85-51, the State Attorney's Office authorized a city to pay for the defense of a former city manager where the city's governing body already determined that the alleged misconduct arose from the performance of the manager's official duties and while he was serving a public purpose). The conclusions reached in AGO 94-11 opinion was based on the common law principles discussed in *Ellison v. Reid*, which concluded:

There is no doubt a valuable public purpose is served in protecting the effective operation and maintenance of the administration of a public office. If a public officer is charged with misconduct while performing his official duties and while serving a public purpose, the public has a primary interest in such a controversy and should pay the reasonable and necessary legal fees incurred by the public officer in successfully defending against unfounded allegations of official misconduct.

*Ellison v. Reid*, 397 So.2d 352 (Fla. 1st DCA 1981). Therefore, defending yourself against these allegations meets the "public purpose" prong of the *Thornber* test. *C.f. Chavez v. City of Tampa*, 560 So. 2d 1214 (Fla. 2d DCA 1990)(councilmember satisfied the first prong of the *Thornber* test because she was performing her official duties by voting, but City could not indemnify her because her vote advanced her own private interests and did not serve a "public purpose").

Notwithstanding, this obligation arises only when the conduct complained of arises out of, or in connection with, the performance of the officer's official duties and while serving a public purpose. Fla. Att'y Gen. Op. 98-12 (1998); *Thornber, supra*. For example, in *Thornber*, the Court held that the first prong of the test had been met and authorized reimbursement for the officer's legal defense against a recall petition arising out of their alleged malfeasance in meeting in violation of the Government in the Sunshine Law and in subsequently voting on the issues at a public meeting. Since the vote taken at the public meeting fell within their official duties, the first prong was met. Op. Att'y Gen. Fla. 94-11 (1994)(discussing *Thornber*).

In short, the City may reimburse the Kuehne fees you incurred in successfully defending against the allegations provided that the City Council determines that the acts alleged arose from your official duties while serving public purpose. *See* Op. Att'y Gen. Fla. 90-74 (1990) and Op. Att'y Gen. Fla. 85-51 (1985). This determination must be made by the City Council based upon such factual evidence as the governing body may require. Op. Att'y Gen. Fla. 91-58 (1991).

#### **IV. Conclusion and Recommendation**

##### **A. Legal Conclusion**

In conclusion, I am recommending that the City reimburse you for the Kuehne fees, but not for the Geller fees for the reasons stated herein.

##### **1. The City may not reimburse the Geller fees**

The City may not reimburse you for the Geller fees incurred when individually prosecuting an action against a candidate challenging you because filing the lawsuit was not part of your official duties, was not in defense of any alleged wrongdoing, and was not sanctioned by the City Council as serving a public purpose. *See*, Op. Atty. Gen. Fla. 2013-15 (2013) and Op. Atty. Gen. Fla. 91-59 (1991).

##### **2. The City may reimburse the Kuehne fees**

The City should consider your request for reimbursement for the Kuehne fees incurred when successfully defending you against the allegations made against you based on my determination that such reimbursement would satisfy the two part test in *Thorner v. City of Ft. Walton Beach*. Alternatively, based on Mr. Kuehne's representation that the prior City Attorney approved his retention, the City should approve the payment of his fees in handling this matter.

Having reviewed the correspondence and bills from Mr. Kuehne, I have determined that the amount billed was reasonable in light of the services rendered.

##### **B. Recommendation for Payment of Kuehne fees**

Based on the information provided, I am recommending that the City reimburse you for the Kuehne fees, but that is a decision that can only be made by the City Council.

The next step is for you to place your request for reimbursement as an item to be addressed at a City Council meeting so that the Council may decide whether to reimburse you for this expense, and direct my office to prepare a resolution authorizing the expenditure.

January 23, 2015

To : Mr. Jose Smith, City Attorney,

Dear Mr. Smith,

As a follow up to our previous conversations, find attached two invoices from GREENSPON MARDER Law Offices and from the Law Office of BENEDICT KUEHNE, respectively for \$3,500 and for \$4,585.

The first invoice was paid for in full by 2 personal checks of mine (attached). The one from Ben Kuehne is still outstanding. I believe the City should reimburse me the \$3,500 and pay the balance to Mr. Kuehne.

Here is a synopsis of the facts:

In March of 2009, former councilman Kenneth De Filippo, supposedly filed to run against me. I was the sitting commissioner in group 5, elected in 2007. At first, Mr. De Filippo submitted his papers in group 5. During qualifying period, he filed in group 6. The City clerk at that time (Solomon Ordenz) did not take notice and submitted his paperwork to the Elections Department as to state that Mr. De Filippo is running in group 5. A few days later, I made a public request for Mr. De Filippo filing papers. While reviewing them, I realized that I should be re-elected unopposed since no one else filed to run in group 5, but me. I immediately contacted the Law Offices of Greenspoon Marder and attorney Joe Geller was assigned to the case. By the time we got to present before a judge, the absentee ballots have already gone out. Six voters had already cast their votes. The judge decided not to take action but pledged to do so after the elections. I won the elections. The law suit became purposeless. The clerk then decided to resign amid his negligence and embarrassment. I believe that, without a shadow of doubt, the City should reimburse me the \$3500 dollars that I paid to Greenspoon Marder.

The second case is more ridiculous. A former NMB resident, a blogger, decided to infringe my voting rights and suppress those of my immediate family members. She made an ethics complaint after she fought unsuccessfully with the City. Her complaint was there were too many people living at my house. (documentation attached) She believes that there were there illegally. Complaint was investigated by both the State Attorney Office and the Ethics Commission. All residents at my house were legitimate. Files were closed.

In the meantime, I keep receiving invoices from Mr. Kuehne on a monthly basis. Mr. Manny Diaz from the Ethics suggested that I contact you. He believes that the City should pay those bills because I was attacked because I am a sitting councilperson and that the case was referred to outside authorities by our then-City attorney Darcee Siegel. I am not asking for reimbursement for the amount previously paid to Mr. Kuehne. I simply want the City to clear the balance. I am about to start a new election cycle and I would like to see those matters resolved before I even file for my last re-election campaign.

It is my certitude that you will be looking at those matters and entrust you to make the right decision at your earliest convenience.

Please, accept my highest regards.

Sincerely,

Frantz Pierre- Councilperson

City of North Miami Beach

Fla. AGO 2013-15 (Fla.A.G.), 2013 WL 4051851

Office of the Attorney General

State of Florida  
AGO 2013-15  
August 6, 2013

\*1 Ms. Darcee S. Siegel  
City Attorney  
City of North Miami Beach  
17011 Northeast 19th Avenue  
North Miami Beach, Florida 33162-3100

Dear Ms. Siegel:  
On behalf of the City of North Miami Beach, you ask the following question:

May the city reimburse legal fees incurred by an individual councilmember for challenging a candidate's qualifications to run for the city council when the suit was filed after discovery of credible evidence that the candidate was not a bona fide resident of the city as required by the city's charter?

In sum:

Reimbursement of a councilmember's legal fees may be authorized only when the litigation arises from the exercise of official duties and fulfills a public purpose. While a city has the authority to bring suit to fulfill a municipal purpose, such action must be taken by a majority of the governing body and not at the initiative of an individual councilmember.

You state that a routine investigation of candidates' qualifications by the city's police department was inconclusive as to one candidate's residency. An individual councilmember, thereafter, conducted an online search and discovered evidence that the candidate resided in another town within the 12 months prior to filing her qualifying papers. The councilmember filed suit to enjoin the counting of votes for the candidate and for declaratory judgment as to the candidate's qualification to run for office. After an expedited hearing, the court found the candidate's testimony to not be credible, the candidate failed to show evidence of the required residency, and that competent evidence showed that the candidate resided in another city. The city now wishes to reimburse the councilmember for the legal fees incurred and as support, asserts that it supports the filing of the declaratory action.

While the courts of this state have recognized a common law right of public officials to legal representation at public expense to defend themselves against charges arising from the performance of their official duties and while serving a public purpose,<sup>1</sup> I am not aware of, nor have you drawn my attention to, any statute or case law suggesting that an individual councilmember is entitled to reimbursement of legal expenses incurred in prosecuting an action against another party.

In Attorney General Opinion 91-59, this office considered whether a county was required to reimburse a county commissioner for legal fees incurred in defending the commissioner's qualifications to run for office. The opinion discusses a decision of the Supreme Court of Florida addressing the payment of attorney's fees incurred by public officials. In *Thornber v. City of Fort Walton Beach*,<sup>2</sup> the Court set forth the standard that "[f]or public officials to be entitled to representation at public expense, the litigation must (1) arise out of or in connection with the performance of their official duties and (2) serve a public purpose." Applying this standard to the question presented, this office concluded that the charges against the county commissioner did not arise from misconduct while performing the official duties of the office, but rather occurred prior to the commissioner's election to that office. Accordingly, the commissioner was not entitled to reimbursement for attorney's fees incurred in defending an action challenging his or her qualifications to run for office.

\*2 You assert that the suit for declaratory judgment of a candidate's residency served a public purpose in assuring that the city's charter and ordinance, requiring residency in the city during the 12 months prior to qualification, were not violated.



While the enforcement of the city's charter and ordinances may fulfill a public purpose, the second prong of the standard for reimbursement of attorney's fees set forth in *Thornber* requires that the action arise out of or in connection with the performance of official duties. A legal challenge to the qualifications of a candidate brought by a sitting councilmember would not appear to satisfy the *Thornber* test requiring a nexus to the performance of the sitting councilmember's official duties.

The filing of suits is an action which may be initiated and pursued by the city commission as a collegial body.<sup>3</sup> However, official action by a collegial body is taken by majority vote<sup>4</sup> and not by the initiative of a single member.<sup>5</sup>

Accordingly, it is my opinion that the city may not reimburse legal fees incurred by a councilmember individually prosecuting an action challenging a candidate's qualifications to run for the city council when such action was not taken while performing the official duties of the office.

Sincerely,

Pam Bondi  
Attorney General

#### Footnotes

- <sup>1</sup> See, e.g., *Markham v. State, Department of Revenue*, 298 So. 2d 210 (Fla. 1st DCA 1974); *Ferrera v. Caves*, 475 So. 2d 1295 (Fla. 4th DCA 1985). And see *Maloy v. Board of County Commissioners of Leon County*, 946 So. 2d 1260 (Fla. 1st DCA 2007) (analyzing interplay of doctrine of sovereign immunity and common law right of public officials to receive legal representation at taxpayer expense in defending themselves against litigation arising out of their official duties and while serving a public purpose).
- <sup>2</sup> 568 So. 2d 914 (Fla. 1990).
- <sup>3</sup> See s. 166.021(1), Fla. Stat., recognizing that municipalities have "governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal services, and may exercise any power for municipal purposes, except when expressly prohibited by law."
- <sup>4</sup> See s. 166.041(4), Fla. Stat., providing: "A majority of the members of the governing body shall constitute a quorum. An affirmative vote of a majority of a quorum present is necessary to enact any ordinance or adopt any resolution; except that two-thirds of the membership of the board is required to enact an emergency ordinance. On final passage, the vote of each member of the governing body voting shall be entered on the official record of the meeting. All ordinances or resolutions passed by the governing body shall become effective 10 days after passage or as otherwise provided therein."
- <sup>5</sup> Cf. Op. Att'y Gen. Fla. 97-61 (1997) (attorney for a school board represents the board as a collegial body and acts at the request of the board as a collegial body and not at the request of an individual member).

---

Fla. AGO 2013-15 (Fla.A.G.), 2013 WL 4051851

End of Document

© 2015 Thomson Reuters. No claim to original U.S. Government Works.

## Wardle, Eric

---

From: Stephanie Kienzle [stephanie.kienzle@gmail.com]  
Sent: Sunday, March 04, 2012 7:38 AM  
To: Wardle, Eric  
Cc: Mary Hilton  
Subject: Code matter

Dear Mr. Wardle,

After some research, it has come to my attention that there are four voters registered at the same address of the home belonging to Frantz Pierre who do not appear to be related to each other. This is a direct violation of our city code, which I cited in my blog. There are also possibly up to seven other adults who live there in addition to Pierre, his wife and five children, although this is not confirmed. I would, however, consider the voter registration list, which we must assume to be accurate as it is documented by the county's records.

Ms. Mary Hilton, who sits on the Code Board, directed me to alert you. Consider yourself alerted. I assume you will investigate and issue a notice of violation if it is determined the code has been violated.

Thank you,

Stephanie Kienzle

----- Forwarded message -----

From: Stephanie Kienzle <stephanie.kienzle@gmail.com>  
Date: Thu, Mar 1, 2012 at 9:51 PM  
Subject: Instant Karma's Gonna Get You  
To: Stephanie Kienzle <stephanie.kienzle@gmail.com>

## Instant Karma's Gonna Get You

Published March 1, 2012 | By [Stephanie Kienzle](#)

Chapter XXIV, Article II of the City of North Miami Beach's City Code Part II deals with the "North Miami Beach Zoning and Land Development Code." Section 24-2, Purpose and Intent, states:

It is the purpose and intent of this Code to provide land use planning and development criteria, standards and regulations to promote, protect and improve, in accordance with present and future needs, the public health, safety, comfort, good order, appearance, convenience, morals, law enforcement and fire protection and general welfare of the citizens and residents of North Miami Beach, Florida; to provide for orderly growth, development, and environmental protection; to provide a vehicle of coordination for all planning and development decisions with area, County, regional and state planning agencies and authorities; to prevent the overcrowding of land and avoid undue concentration of population; and to facilitate the adequate and efficient provision of transportation, water, sewerage, schools, parks, recreational facilities, housing and other requirements and services.

Under "Article II, Sec. 24-12 Language," which deals with the definitions of terms used in the "North Miami Beach Zoning and Land Development Code." One of the items defined is the word "family" as:

*Family:* One (1) or more persons occupying a dwelling, not more than three (3) of whom are unrelated to each other by birth, adoption, or marriage, and who are living and cooking as a single household. (Ord. No. 92-9, § 2, 6-16-92)

That seems pretty clear to me. Apparently, councilman Frantz Pierre didn't get the message. A search of public records, including registered voter lists, Facebook, spokeo.com and other search engines, turned up some interesting things, including the fact that there are eleven, **COUNT 'EM ELEVEN**, adults living in his three bedroom, two bath house. Quite a few of them – more than three are “unrelated to each other by birth, adoption OR marriage.

Read more at: <http://www.votersopinion.com/?p=3398>

LAW OFFICE OF  
BENEDICT P. KUEHNE  
PROFESSIONAL ASSOCIATION

BENEDICT P. KUEHNE\*  
SUSAN DMITROVSKY  
MICHAEL T. DAVIS

\*Board Certified  
Appellate Practice and  
Criminal Trial Practice

MIAMI TOWER, SUITE 3550  
100 S.E. 2<sup>nd</sup> Street  
MIAMI, FLORIDA 33131-2154  
Telephone: 305.789.5989  
Facsimile: 305.789.5987  
ben.kuehne@kuehnelaw.com  
susand@kuehnelaw.com  
mdavis@kuehnelaw.com

FORT LAUDERDALE OFFICE  
200 S.W. 1<sup>st</sup> Avenue, Suite 1200  
Ft. Lauderdale, FL 33301-2229

REPLY TO: Miami

February 25, 2015

Dotie Joseph, Deputy City Attorney  
17011 NE 19TH Ave  
North Miami Beach, FL 33162-3111  
dotie.joseph@citynmb.com

Re: Councilmember Frantz Pierre  
Invoices for Legal Representation

Dear Ms. Joseph:

Thank you for your email today and telephone call yesterday concerning my representation of Councilmember Frantz Pierre in the matters referenced in your email. My representation of Mr. Pierre extended to providing legal assistance and advice in connection with defending against an apparent citizen complaint that Mr. Pierre facilitated improper voter registrations when a number of persons listed his address in voter registration applications as their own residence. Although the complaint was not valid and was likely submitted for political reasons, it was nonetheless investigated for possible criminal and ethics violations. I provided legal assistance to Councilmember Pierre in favorably closing out the inquiries resulting from the complaint.

For my legal representation, I charged an initial reduced fixed fee of \$5,000.00, and did not bill for hourly representation. Had the inquiries extended into any formal charges by the State Attorney's Office, the Miami-Dade Commission on Ethics & Public Trust, the Florida Commission on Ethics, or the Florida Elections Commission, my legal fee would have increased depending on the nature of the developments.

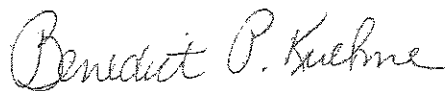
At the outset of my representation, I spoke with then City Attorney Darcee Siegel about the matter and my representation of Councilmember Pierre. Because he was a Councilmember of North Miami Beach at the time and the complaint was directed to him in his official capacity (even though the allegations were not meritorious), it was my understanding with the City Attorney that the City of North Miami Beach agreed to be responsible for paying my initial legal representation. I also understood that if the matter extended into formal charges (it did not), then the City might re-evaluate payment for my legal services.

Because of the nature of my representation, I looked to my client for payment. I had understood he would either pay me directly and then seek reimbursement from the City, or he would ask the City to pay me directly. For my purposes, I was satisfied with either approach.

I prepared no engagement letter and did not believe that a formal engagement letter was necessary under the circumstances of my representation. I did not receive written confirmation from the City regarding payment of my legal fees, and never thought one was needed. I had an ongoing professional relationship with the City of North Miami Beach, and did not question or doubt my discussions with City officials. I do not maintain itemized hourly billings in the representation, and believe my reduced legal fee was reasonable under the circumstances.

Please let me know whether you require any additional information.

Respectfully submitted,

A handwritten signature in cursive script that reads "Benedict P. Kuehne".

BENEDICT P. KUEHNE

Copy:

Councilmember Frantz Pierre

Biscayne Building  
19 West Flagler Street  
Suite 220  
Miami, Florida 33130  
Phone: (305) 579-2594  
Fax: (305) 579-2656

Miami-Dade County  
Commission on Ethics  
and Public Trust

# Memo

To: Miriam Ramos, deputy ethics advocate  
From: Karl Ross, ethics investigator  
Date: April 18, 2013  
Re: K12-050 Frantz Pierre Voter Fraud

---

**Close-out recommended:**

The above-captioned case was opened in March 2012 after COE fielded allegations from a North Miami Beach blogger about the possible improper registration of unrelated individuals at the home of City Councilman Frantz Pierre, located at 2120 NE 171<sup>st</sup> Street. The home is owned by Councilman Pierre.

It was alleged that as many as nine individuals were registered at said residence, and that not all of them actually lived there. COE referred the matter to the Miami-Dade Police Public Corruption Investigations Bureau (PCIB), which continued the investigation until deciding to close it out on or about March 20, 2013, after interviewing many of the individuals registered to vote at Pierre's residence.

It was the opinion of PCIB investigators that many if not all of the individuals in question had, in fact, lived at the Pierre residence at one time or another and that, consequently, no violation of state elections law could be proven.

As a result, COE should close out its investigation at this time, pending the receipt of a final close-out report from PCIB, which will be added to the file.



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](#)

---

**TO:** Mayor and City Council

**FROM:**

**VIA:**

**DATE:** Tuesday, June 16, 2015

---

**RE:** Miami-Dade County Public Schools 21st Century Schools Bond  
(Councilwoman Marlen Martell)

---


**BACKGROUND  
ANALYSIS:**

**RECOMMENDATION:**

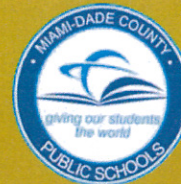
**FISCAL/BUDGETARY  
IMPACT:**

---

**ATTACHMENTS:**

-  [MDCPS 21st Century Schools Bond Executive Summary](#)
-  [Adopt a School](#)





Miami-Dade County Public Schools

# 21st Century Schools Bond Advisory Committee

**DRAFT Second Annual Report**

2015





## Executive Summary

March 31, 2015 marks the end of the second annual reporting period in the GO Bond program's implementation, approximately 28 months following overwhelming approval by the voters of the Bond referendum in November of 2012. Over the course of the year, the District successfully completed a number of milestones and initiatives on several fronts, as evidenced below. In all, between main projects and accelerated scope, the District had over 300 projects on deck at different stages ranging from substantially completed to planning and pre-design.

Students throughout Miami-Dade County are already benefitting from the investment made in GO Bond projects at their schools. Classrooms are being transformed into 21<sup>st</sup> Century instructional spaces with new technology, windows, air conditioning, lighting and other improvements. New playgrounds, parent drop-off areas and other site upgrades are in use at schools throughout the District.

As summer approaches, construction activities will intensify at many schools. The following provides an overview regarding the status of GO Bond projects.

### Year 1 Projects:

- ✓ Out of 66 projects under \$2M in value:
  - ✦ 23 were completed;
  - ✦ 41 were in construction; and
  - ✦ 1 was in design or in bidding, and 1 was deferred (English Center).
- ✓ The 2 other projects, replacement of Miami Norland Senior High and a new grade 6-12 addition @ M.A.S.T. on Virginia Key, were in construction with the former in track to open in 2016 and the latter in August of 2015.

### Accelerated Projects (includes scope from projects in Year 1 through Year 5):

- ✓ Out of 137 projects district-wide:
  - ✦ 80 were completed;

- ✦ 14 were in construction;
  - ✦ The balance was in design or bidding.
- ✓ Completed accelerated instructional technology installation at all schools consisting of classroom interactive boards and related infrastructure improvements.

**Year 2 Projects:**

- ✓ Out of 54 projects with values under \$1M:
- ✦ 46 were in design; and
  - ✦ The balance was in pre-design or final scoping.
- ✓ Out of 9 projects with values between \$1M and \$2M:
- ✦ 3 were in construction;
  - ✦ The balance was in design.
- ✓ Out of 16 project with values over \$2M:
- ✦ 1 was in construction;
  - ✦ 14 were in design; and
  - ✦ 1 was in scoping.

**Year 3 Projects:**

- ✓ Out of 17 projects (11 with values between \$1M and \$2M, 3 with values between \$1M and \$200K and 3 with values under \$200K):
- ✦ 9 were in design; and
  - ✦ The balance was in final scoping.
- ✓ Out of the remaining 37 projects, all with values over \$2M:



- ✦ Issued competitive architect and contractor solicitations for the first two groups, a total of 9 projects combined, with one of the groups set aside for Sheltered Small Business Enterprise (SBE) Markets;
- ✦ Bundled remaining projects into five additional groups to continue maximizing opportunities for distribution of assignments to different firms. One of those groups with a total of 3 projects was set aside for Sheltered SBE Markets.

### **Small Business Participation and Mentoring:**

To date, 35 architects and 31 contractors are performing at the “prime” level on GOB projects, with many firms certified with the District as SBE, MBE and/or MWBE and working with the District for the first time. Below is a summary of accomplishments to date in the area of small business participation and mentoring.

- ✓ Continued to actively certify small businesses, opening new doors of economic opportunity to these entities, with over 600 businesses certified as Small or Micro Business Enterprise (S/MBE) by the District as of March;
- ✓ Continued to actively pre-qualify new construction firms paving the way for greater and more inclusive participation in the GO Bond program implementation. As of March of 2015, there were over 160 contractors pre-qualified with the District, 86 of whom were District certified as SBE and 44 as MBE. Additionally, of the total pre-qualified firms, 92 were also District certified as Minority/Women Business Enterprise (M/WBE);
- ✓ Commissioned and assigned work orders to 11 Sheltered Market SBE design professionals and 9 SBE contractors for 47 projects in Year 2 with values between \$200K and \$1M;
- ✓ Commissioned and assigned work orders to 4 Sheltered Market MBE design professionals and 6 MBE contractors for 7 projects in Year 2 with values of less than \$200K;

- ✓ Hosted a free three-day workshop for newly commissioned SBE and MBE firms on educational facilities related building criteria and requirements, in collaboration with the State Department of Education;
- ✓ Hosted two sessions, one for architects and engineers and the other for construction management at-risk firms to provide detailed information on how to successfully prepare a response to a District-issued Request for Qualifications;
- ✓ Held three Quarterly Chat events with SBE and MBE firms which afforded them an opportunity to provide input to the District on their experience with GOB projects and related processes, and to ask questions and obtain relevant information on topics of interest;
- ✓ Adopted Board Policy 6320.02, entitled Small/Micro Business Enterprise Program and Minority/Women Business Enterprise Certification, based on the conclusions contained in the District-commissioned Disparity Study;
- ✓ Adopted Board Policy 6465, entitled Commercial Anti-Discrimination, Diversity and Inclusion, which applies to all contracts and is meant to ensure:
  - ✦ equal opportunity for all businesses to participate in District contracts, and
  - ✦ that District funds are not used to promote, reinforce or perpetuate discriminatory practices

#### **Community Outreach:**

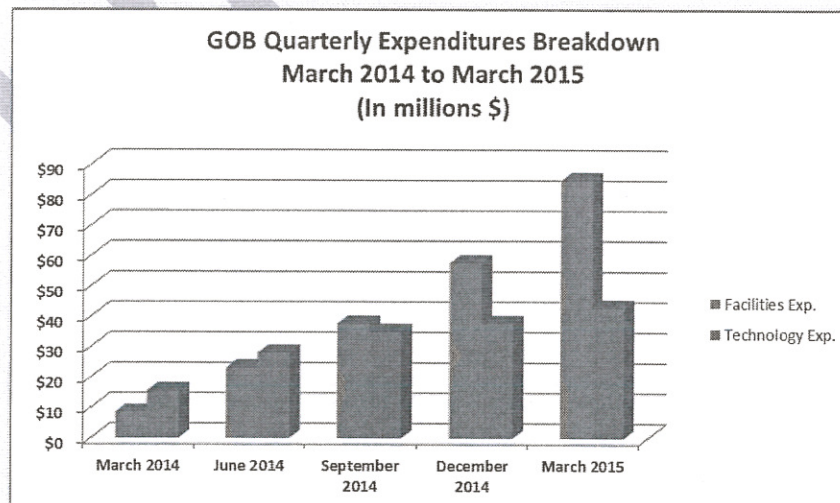
- ✓ Held ten (10) community informational meetings and Townhall meeting between August and October of 2014 to inform the public on the progress of the GO Bond program's implementation;
- ✓ Held special public meeting in October of 2014 to review and discuss the progress on the District's Disparity Study;
- ✓ Hosted eleven groundbreaking events at schools with large projects in Year 2 of the GO Bond;

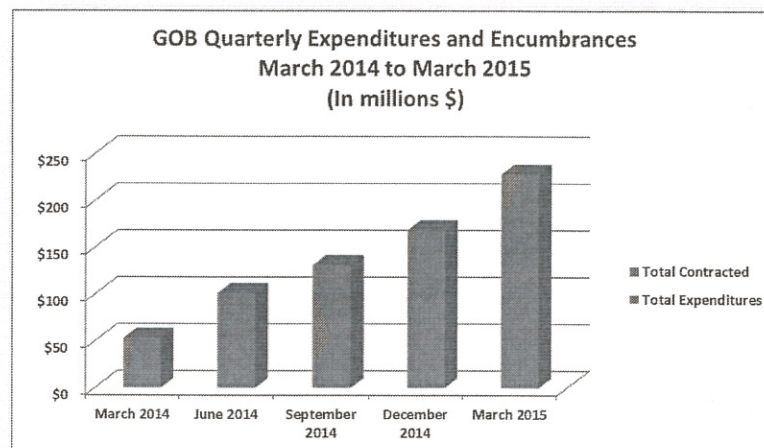


- ✓ Continued public outreach efforts using a number of different outlets to keep parents, students and community members informed of the progress of the GO Bond program's implementation, including:
  - ✦ Special presentations to local governments,
  - ✦ Interviews with English, Spanish and Creole speaking radio/television stations,
  - ✦ Interviews with local newspapers and special Editorials,
  - ✦ Press Releases,
  - ✦ Presentations to key local entities such as chambers of commerce, business groups and building trade associations,
  - ✦ Twitter and Facebook postings
- ✓ Continued to refine the GO Bond public Dashboard to provide updated information on projects, including budget and schedule.

#### **Financial Activity:**

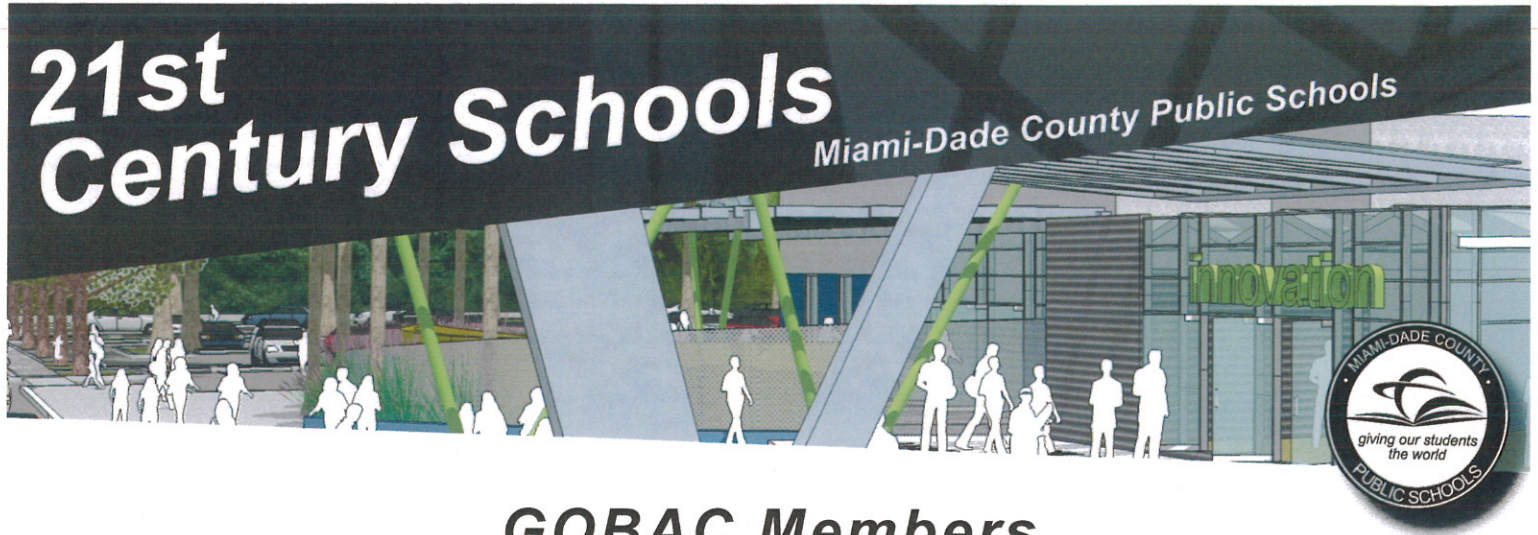
- ✓ As of March of 2015:
  - ✦ Expended approximately \$128M for GO Bond projects from the initial \$300M bond issuance, with another \$110M under contract, as compared to the \$24M in expenditures and \$29M contracted as of March 2014, a significant increase reflective of a highly focused level of effort;





- ✦ Secured Board authorization, pursuant to a recommendation from the Treasury Advisory Committee to issue up to \$200M in additional bonds, based on cash flow needs.





**GOBAC Members**  
**Adopt A School(s)**

**Bond Program Progress/Oversight**

School 1

Name: \_\_\_\_\_

Address: \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_

School 2

Name: \_\_\_\_\_

Address: \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_

School 3

Name: \_\_\_\_\_

Address: \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_

**To select a school near your home or office,**

visit <http://www.dadeschools.net/guidek-12.asp>

**Complete this form,** and bring it with you to the Oct. 28, 2014 GOBAC Meeting or

send it to [gobac@dadeschools.net](mailto:gobac@dadeschools.net). Thank you!!

Member's Name: \_\_\_\_\_



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](#)

---

**TO:** Mayor and City Council  
**FROM:** Ana M. Garcia, City Manager  
**VIA:** Carlos M. Rivero, City Planner  
**DATE:** Tuesday, June 16, 2015

---

**RE:** Ordinance No. 2015-4 (Richard Lorber, Assistant City Manager)  
(Second and Final Reading)

---

### **BACKGROUND ANALYSIS:**

Florida Legislature has enacted bills in the 2002, 2004, and 2005 sessions to address the state's water supply needs. These bills, especially Senate Bills 360 and 444 (2005 legislative session), significantly changed Sections 163 and 373 Florida Statutes (F.S.) by strengthening the statutory links between the regional water supply plans prepared by the water management districts and the comprehensive plans prepared by local governments. In addition, these bills established the basis for improving coordination between local land use planning and water supply planning.

In accordance with Florida law, the State's five water management districts must periodically evaluate whether adequate water supplies exist to meet the needs of their areas. If a district finds that the water supply will not be adequate, it must prepare regional water supply plans for those areas, identifying how water supply needs can be met for the next 20 years. As it relates to the City, the South Florida Water Management District (SFWMD) prepared the, *The Lower East Coast Water Supply Plan Update*.

The next step in accordance with Florida law are for local governments that fall within the area of a regional water supply plan to ensure that adequate water supplies will be available to meet future demand by developing 10-year water supply facilities work plans. These work plans include alternative water supplies,



water reuse and conservation programs, and they are incorporated into the local governments' comprehensive plans. In addition, all local governments - regardless of whether they are in one of these planning areas - must address water supply in their concurrency management programs. The City, as a water service provider for our City and numerous other jurisdictions or portions thereof, prepared the Work Plan .

The final step being undertaken as required by Florida law is for the Work Plan to be incorporated and implemented via the Comprehensive Plan. The incorporation and implementation of the Work Plan is accomplished by amending the Comprehensive Plan Future Land Use Element, Infrastructure Element, Conservation Element, Intergovernmental Coordination Element, and Capital Improvement Element. Please note that the City has incorporated the proper text amendments from Miami Dade County's Department of Regulatory and Economic Resource as shown on Exhibit 6. The text amendments are as follows:

Water Supply Facilities Work Plan:

- Page 45; Section 5.4.10 Water Efficient Landscaping and Irrigation: The City should reference compliance with the landscape standards in Section 18-A and 18-B of the Code of Miami-Dade County.

- Section 6.8 Goals, Objectives, Policies: The City should consider adopting policies to address and coordinate Climate Change efforts with Miami-Dade County.

- Page 60; Section 6.8 Goals, Objectives, Policies: 1<sup>st</sup> paragraph: The City should replace the reference to ultra-low flow plumbing fixture with "high-efficiency plumbing fixture."

- Section 6.8 Goals, Objectives, and Policies (10/17/14): The City should make the following text changes:

- o Page 1; bullet: "Utilize the City's Water Conservation Program Plan dates ~~April 2008~~ August 2014..."

- o Page 3, 2<sup>nd</sup> bullet: This policy shows March 2015 as the new date of the Water Supply Facilities Work Plan. However, the same policy in Exhibit 3, Infrastructure Element, on Page IV-6, shows January 2015 as the new date of the Work Plan.

- o Page 3; 7<sup>th</sup> bullet: Add 2013 between SFWMD's and Lower East Coast Water Supply Plan.

- o Page 4; 4<sup>th</sup> bullet, The City should make the following correction: Miami-Dade County ~~Department~~ Division of Environmental Resources Management.

- o Page 4; 5<sup>th</sup> bullet: Add 2013 between District's and Lower East Coast Water Supply Plan.

Exhibit 3, Infrastructure Element:

· Page IV-4; Policy 1.3.7: Strike through the word ~~systems~~.

· Pages IV-6 and IV-7; Policy 1.7.1: This policy shows January 2015 as the date of the Water Supply Facilities Work Plan. However, the same policy listed on Page 3 of Section 6.8, Goals, Objectives, Policies of the 10-Year Water Supply Facilities Work Plan dated 10/17/14, shows March 2015 as the new date of the Work Plan. Please check the dates and revised the policies accordingly. Also, change 2015-2025 to 2015-2030.

· Page IV-7; Policies 1.7.2, 1.7.3, and 1.8.3: Add 2013 between SFWMD's and Lower East Coast Water Supply Plan.

Exhibit 4; Conservation Element:

· Page VI-3; Policy 1.2.8: Make the following correction: Miami-Dade County ~~Department~~ Division of Environmental Resources Management.

· Page VI-6; Policy 1.55: Make the following correction: Miami-Dade County ~~Department~~ Division of Environmental Resources Management.

**RECOMMENDATION:**

The Planning and Zoning Department recommends that the *City of North Miami Beach 10-Year Water Supply Facilities Work Plan* and amendments to the City of North Miami Beach Comprehensive Plan Future Land Use Element, Infrastructure Element, Conservation Element, Intergovernmental Coordination Element, and Capital Improvement Element be approved on second reading.

**FISCAL/BUDGETARY  
IMPACT:**

No fiscal impact for FY 2015.

---

**ATTACHMENTS:**

- ❑ [Staff Report](#)
- ❑ [PZB January 12, 2015 Minutes](#)
- ❑ [Ordinance No. 2015-4](#)



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

Planning and Zoning Department

## **City Council Staff Report**

**TO:** City Council

**FROM:** Carlos Rivero, City Planner

**DATE:** June 16, 2015

**ITEM:** 14-022

---

**RE:** Amending the City's Comprehensive Plan to incorporate the "10-Year Water Supply Facilities Work Plan." (Second Reading)

---

### ***Request:***

The applicant, City of North Miami Beach ("City"), requests amendments to the City of North Miami Beach Comprehensive Plan ("Comprehensive Plan") based on the requirements set forth in Section 163.3167(13), Florida Statutes regarding water supply planning. The amendments include the preparation of the *City of North Miami Beach Water Supply Facilities Work Plan* ("Work Plan"), and the implementation and incorporation of this Work Plan into the Comprehensive Plan. The incorporation and implementation of the Work Plan is accomplished by amending the Comprehensive Plan Future Land Use Element, Infrastructure Element, Conservation Element, Intergovernmental Coordination Element, and Capital Improvement Element.

### ***Background:***

The Florida Legislature has enacted bills in the 2002, 2004, and 2005 sessions to address the state's water supply needs. These bills, especially Senate Bills 360 and 444 (2005 legislative session), significantly changed Sections 163 and 373 Florida Statutes (F.S.) by strengthening the statutory links between the regional water supply plans prepared by the water management districts and the comprehensive plans prepared by local governments. In addition, these bills established the basis for improving coordination between local land use planning and water supply planning.

In accordance with Florida law, the State's five water management districts must periodically evaluate whether adequate water supplies exist to meet the needs of their areas. If a district

finds that the water supply will not be adequate, it must prepare regional water supply plans for those areas, identifying how water supply needs can be met for the next 20 years. As it relates to the City, the South Florida Water Management District (SFWMD) prepared the, *The Lower East Coast Water Supply Plan Update*.

The next step in accordance with Florida law are for local governments that fall within the area of a regional water supply plan to ensure that adequate water supplies will be available to meet future demand by developing 10-year water supply facilities work plans. These work plans include alternative water supplies, water reuse and conservation programs, and they are incorporated into the local governments' comprehensive plans. In addition, all local governments - regardless of whether they are in one of these planning areas - must address water supply in their concurrency management programs. The City, as a water service provider for our City and numerous other jurisdictions or portions thereof, prepared the Work Plan.

The final step being undertaken as required by Florida law is for the Work Plan to be incorporated and implemented via the Comprehensive Plan. The incorporation and implementation of the Work Plan is accomplished by amending the Comprehensive Plan Future Land Use Element, Infrastructure Element, Conservation Element, Intergovernmental Coordination Element, and Capital Improvement Element.

***Planning and Zoning Department Analysis:***

In order to meet the legislative requirements, the City's Public Services Department Administration developed with MWH Global consultants, the *Work Plan* dated August 18, 2014 (**EXHIBIT 1**). **EXHIBIT 1** is a CD containing the *City of North Miami Beach 10-Year Water Supply Facilities Work Plan*. A hard copy of **EXHIBIT 1** is available through the City Clerk's Office and on the City's Website.

The text of the Comprehensive Plan will be amended to address the *Work Plan*. The amendments to the Comprehensive Plan include changes to the Future Land Use Element, Infrastructure Element, Conservation Element, Intergovernmental Coordination Element, and Capital Improvement Element. A copy of the proposed amendments is attached respectively as **EXHIBIT 2, EXHIBIT 3, EXHIBIT 4, and Exhibit 5**. Please note that the new proposed language is provided in underline format.

***Planning and Zoning Department Recommendation:***

It is recommended that the *City of North Miami Beach 10-Year Water Supply Facilities Work Plan* and amendments to the City of North Miami Beach Comprehensive Plan Future Land Use Element, Infrastructure Element, Conservation Element, Intergovernmental Coordination Element, and Capital Improvement Element receive a favorable recommendation for transmittal to the Florida Department of Community Affairs.

***Submittal History:***

Planning & Zoning Board (January 12, 2015) unanimously approved by a vote of six to zero (6-0)  
City Council Meeting (1<sup>st</sup> Reading, February 3, 2015) unanimously approved by a vote of six to zero (6-0).

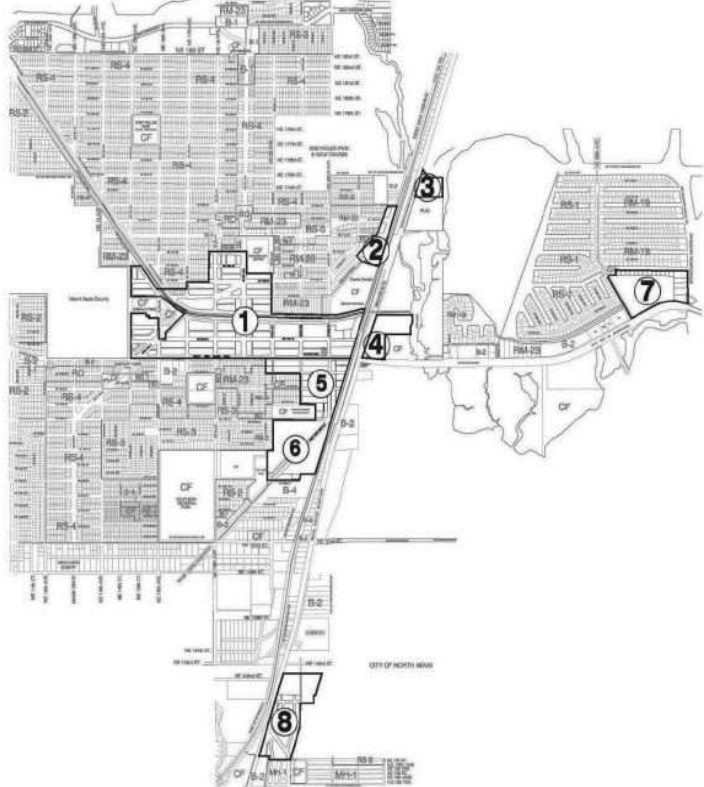
## Advertisement History:

BNE | THURSDAY, JANUARY 1, 2015


NE

MiamiHerald.com | MIAMI HERALD

**PROPOSED FUTURE LAND USE MAP**  
CITY OF NORTH MIAMI BEACH  
MIAMI-DADE COUNTY, FLORIDA  
FORMERLY OF DISTRICT, A.C. 115-82-0001



Area # (See Map)	General Description of Area	Existing Land Use Designation	Proposed Land Use Designation
1	Area along north and south sides of the Snake Creek Canal between NE 15 Avenue and the FEC ROW.	Fulford City Center (FCC) Community Facility (CF)	Fulford Mixed Use Town Center (MU/TC)
2	Area along east and west sides of West Dixie Highway between NE 170 and NE 173 Streets.	Limited Business District (B-1)	Mixed Use Neighborhood Center (MU/NC)
3	Area east of Biscayne Boulevard south of NE 173 Street.	Intensive Business District (B-3)	North Mixed Use Waterfront (MU/WF)
4	Area east of Biscayne Boulevard between NE 163 Street and the Snake Creek Canal.	Residential High-Rise Multifamily High Density - 32 DU/AC (RM-32) General Business District (B-2)	South Mixed Use Waterfront (MU/WF)
5 & 6	Areas along east and west sides of West Dixie Highway between NE 155 and NE 163 Streets.	Community Facility (CF) General Business District (B-3) Intensive Business District (B-3) Distribution Business and Light Industrial (B-4)	Mixed Use Employment Center (MU/EC)
7	Area between NE 35 Avenue and the Intracoastal Waterway and between NE 163 Street and canal.	General Business District (B-2)	East Mixed Use Waterfront (MU/WF)
8	Area east of Biscayne Boulevard between NE 137 and 142 Streets.	Residential Mid-Rise Multifamily Medium Density - 23 DU/AC (RM-23) General Business District (B-2)	Mixed Use Corridor (MU/C)




**CITY OF NORTH MIAMI BEACH**  
**NOTICE OF PUBLIC HEARING**

**DATE/TIME:** Monday, January 12, 2015, 6:00 P.M.  
**LOCATION:** North Miami Beach City Hall, 2<sup>nd</sup> Floor, City Council Chambers  
17011 NE 19<sup>th</sup> Avenue, North Miami Beach, FL 33162

**PUBLIC NOTICE** is hereby given that the City of North Miami Beach Planning and Zoning Board shall consider the following public hearing item:

**Comprehensive Plan Amendment – North Miami Beach, FL:**  
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 163<sup>rd</sup> STREET SOUTH MU/EC, MIXED USE EMPLOYMENT CENTER, 159<sup>th</sup> 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 REPEAL OF CONFLICTS; SEVERABILITY; AND FOR AN EFFECTIVE DATE.

All interested parties are invited to attend and participate in the Public Hearing(s). The items are on file and available for examination at the Community Development Department, 17050 N.E. 19 Avenue, North Miami Beach, Florida 33162-3194, Monday through Friday 8:00AM-5:00PM. Questions and written comments can be directed via email to [amendments@citynmb.com](mailto:amendments@citynmb.com) or by calling 305.948.2968. Upon recommendation by the Board, the items will be scheduled for City Council consideration. 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. Should any person desire to appeal any decision of the Board with respect to any matter considered at this meeting, that person must insure that a verbatim record of the proceedings is made, including all testimony and evidence upon which any appeal may be based (See Florida Statutes 286.0105). In accordance with the Americans with Disabilities Act, persons needing special accommodation to participate in this proceeding should contact the City Clerk no later than two (2) days prior to the proceeding. Telephone 305.787.6001 for assistance; if hearing impaired, telephone our TDD line 305.948.2969 for assistance.



**CITY OF NORTH MIAMI BEACH**  
**NOTICE OF PUBLIC HEARING**

**DATE/TIME:** Monday, January 12, 2015, 6:00 P.M.  
**LOCATION:** North Miami Beach City Hall, 2<sup>nd</sup> Floor, City Council Chambers  
17011 NE 19<sup>th</sup> Avenue, North Miami Beach, FL 33162

**PUBLIC NOTICE** is hereby given that the City of North Miami Beach Planning and Zoning Board shall consider the following public hearing item:

**Water Supply Facilities Work Plan and Comprehensive Plan Amendment – North Miami Beach, FL:**  
AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA TO ADOPT AN AMENDMENT TO THE WATER SUPPLY FACILITIES WORK PLAN AND TO AMEND THE CITY OF NORTH MIAMI BEACH'S COMPREHENSIVE PLAN TO STRENGTHEN COORDINATION BETWEEN WATER SUPPLY AND LOCAL LAND USE PLANNING BY AMENDING TEXT CONTAINED IN THE FUTURE LAND USE, INFRASTRUCTURE, CONSERVATION, INTERGOVERNMENTAL COORDINATION, AND CAPITAL IMPROVEMENT ELEMENTS; 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 REPEAL OF CONFLICTS; SEVERABILITY; AND AN EFFECTIVE DATE.

All interested parties are invited to attend and participate in the Public Hearing(s). The items are on file and available for examination at the Community Development Department, 17050 N.E. 19 Avenue, North Miami Beach, Florida 33162-3194, Monday through Friday 8:00AM-5:00PM. Questions and written comments can be directed via email to [amendments@citynmb.com](mailto:amendments@citynmb.com) or by calling 305.948.2968. Upon recommendation by the Board, the items will be scheduled for City Council consideration. 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. Should any person desire to appeal any decision of the Board with respect to any matter considered at this meeting, that person must insure that a verbatim record of the proceedings is made, including all testimony and evidence upon which any appeal may be based (See Florida Statutes 286.0105). In accordance with the Americans with Disabilities Act, persons needing special accommodation to participate in this proceeding should contact the City Clerk no later than two (2) days prior to the proceeding. Telephone 305.787.6001 for assistance; if hearing impaired, telephone our TDD line 305.948.2969 for assistance.





**CITY OF NORTH MIAMI BEACH  
NOTICE OF PUBLIC HEARING**

DATE/TIME: Tuesday, February 3, 2015, 7:30 PM.  
LOCATION: North Miami Beach City Hall, 2<sup>nd</sup> Floor, City Council Chambers  
17011 NE 19<sup>th</sup> Avenue, North Miami Beach, FL 33162

PUBLIC NOTICE is hereby given that the City of North Miami Beach City Council shall consider the following public hearing item:

**Vacation and Abandonment Approval – North Miami Beach, FL**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING THE VACATION AND ABANDONMENT OF THE SOUTHERN HALF OF THE MIAMI DRIVE RIGHT-OF-WAY CONSISTING OF APPROXIMATELY 25,132 SQUARE FEET AS SHOWN ON THE PLAT "FULFORD OF THE SEA"; RECORDED IN PLAT BOOK 34 AT PAGE 20 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, IN FAVOR OF SHEFA TAL, LLC, (THE "APPLICANT"); WITH SUCH VACATION SUBJECT TO AND CONTINGENT UPON THE CITY'S APPROVAL OF THE APPLICANT'S SITE PLAN APPLICATION; AND WITH SUCH VACATION FURTHER SUBJECT TO AND CONTINGENT UPON APPLICANTS SATISFACTION OF THE CONDITIONS SET FORTH IN THIS RESOLUTION.

All interested parties are invited to attend and participate in the Public Hearing(s). The items are on file and available for examination at the Community Development Department, 17050 N.E. 19 Avenue, North Miami Beach, Florida 33162-3194, Monday through Friday 8:00AM-5:00PM. Questions and written comments can be directed via email to [nmbcomdev@citynmb.com](mailto:nmbcomdev@citynmb.com), FAX - 305.957.3517, or mail to the above address or by calling 305.948.2966. Upon recommendation by the Board, the items will be scheduled for City Council consideration. 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. Should any person desire to appeal any decision of the Board with respect to any matter considered at this meeting, that person must insure that a verbatim record of the proceedings is made, including all testimony and evidence upon which any appeal may be based (See Florida Statutes 286.0105). In accordance with the Americans with Disabilities Act, persons needing special accommodation to participate in this proceeding should contact the City Clerk no later than two (2) days prior to the proceeding. Telephone 305.787.6001 for assistance, if hearing impaired, telephone our TDD line 305.948.2909 for assistance.



**CITY OF NORTH MIAMI BEACH  
NOTICE OF PUBLIC HEARING**

DATE/TIME: Tuesday, February 3, 2015, 7:30 PM.  
LOCATION: North Miami Beach City Hall, 2<sup>nd</sup> Floor, City Council Chambers  
17011 NE 19<sup>th</sup> Avenue, North Miami Beach, FL 33162

PUBLIC NOTICE is hereby given that the City of North Miami Beach City Council shall consider the following public hearing item:

**Site Plan Approval –1875 NE 167 Street, North Miami Beach, FL**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, GRANTING SITE PLAN APPROVAL TO CONSTRUCT A 60,638 SQUARE FOOT, FIVE STORY MIXED-USE RETAIL AND OFFICE BUILDING ON AN ASSEMBLED 1.178 ACRE LOT, AS PROPOSED ON PROPERTY LEGALLY DESCRIBED AS ALL ON BLOCK 57-A OF FULFORD BY THE SEA SECTION D, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 8, PAGE 58 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, AND A PORTION OF MIAMI DRIVE LYING DIRECTLY ADJACENT TO BLOCK 57A, 3RD REVISED PLAT OF SECTIONS A, B, D, E, F AND AMENDED PLATS OF SECTIONS C, G, H, I, AND J OF FULFORD BY THE SEA, DADE COUNTY, FLORIDA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 34 AT PAGE 20 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

All interested parties are invited to attend and participate in the Public Hearing(s). The items are on file and available for examination at the Community Development Department, 17050 N.E. 19 Avenue, North Miami Beach, Florida 33162-3194, Monday through Friday 8:00AM-5:00PM. Questions and written comments can be directed via email to [nmbcomdev@citynmb.com](mailto:nmbcomdev@citynmb.com), FAX - 305.957.3517, or mail to the above address or by calling 305.948.2966. Upon recommendation by the Board, the items will be scheduled for City Council consideration. 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. Should any person desire to appeal any decision of the Board with respect to any matter considered at this meeting, that person must insure that a verbatim record of the proceedings is made, including all testimony and evidence upon which any appeal may be based (See Florida Statutes 286.0105). In accordance with the Americans with Disabilities Act, persons needing special accommodation to participate in this proceeding should contact the City Clerk no later than two (2) days prior to the proceeding. Telephone 305.787.6001 for assistance, if hearing impaired, telephone our TDD line 305.948.2909 for assistance.



**CITY OF NORTH MIAMI BEACH  
NOTICE OF PUBLIC HEARING**

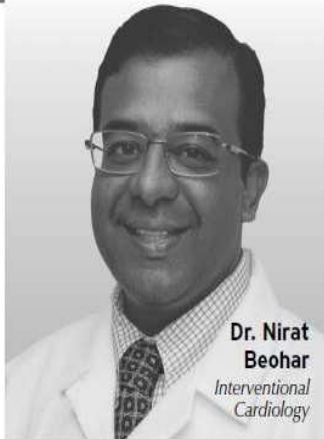
DATE/TIME: Tuesday, February 3, 2015, 7:30 PM. (1<sup>st</sup> Reading of Ordinance)  
LOCATION: North Miami Beach City Hall, 2<sup>nd</sup> Floor, City Council Chambers  
17011 NE 19<sup>th</sup> Avenue, North Miami Beach, FL 33162

PUBLIC NOTICE is hereby given that the City of North Miami Beach City Council shall consider the following public hearing item:

**Water Supply Facilities Work Plan and Comprehensive Plan Amendment – North Miami Beach, FL**

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA TO ADOPT AN AMENDMENT TO THE WATER SUPPLY FACILITIES WORK PLAN AND TO AMEND THE CITY OF NORTH MIAMI BEACH'S COMPREHENSIVE PLAN TO STRENGTHEN COORDINATION BETWEEN WATER SUPPLY AND LOCAL LAND USE PLANNING BY AMENDING TEXT CONTAINED IN THE FUTURE LAND USE, INFRASTRUCTURE, CONSERVATION, INTERGOVERNMENTAL COORDINATION, AND CAPITAL IMPROVEMENT ELEMENTS; 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 REPEAL OF CONFLICTS; SEVERABILITY; AND AN EFFECTIVE DATE.

All interested parties are invited to attend and participate in the Public Hearing(s). The items are on file and available for examination at the Community Development Department, 17050 N.E. 19 Avenue, North Miami Beach, Florida 33162-3194, Monday through Friday 8:00AM-5:00PM. Questions and written comments can be directed via email to [nmbcomdev@citynmb.com](mailto:nmbcomdev@citynmb.com), FAX - 305.957.3517, or mail to the above address or by calling 305.948.2966. Upon recommendation by the Board, the items will be scheduled for City Council consideration. 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. Should any person desire to appeal any decision of the Board with respect to any matter considered at this meeting, that person must insure that a verbatim record of the proceedings is made, including all testimony and evidence upon which any appeal may be based (See Florida Statutes 286.0105). In accordance with the Americans with Disabilities Act, persons needing special accommodation to participate in this proceeding should contact the City Clerk no later than two (2) days prior to the proceeding. Telephone 305.787.6001 for assistance, if hearing impaired, telephone our TDD line 305.948.2909 for assistance.



**Dr. Nirat  
Beohar**  
Interventional  
Cardiology

# Mitraclip Therapy: Repairing the Heart's Mitral Valve Without Surgery

**Thursday, January 29 • 10 a.m. - Noon**  
Aventura Community Center • 3375 NE 188th Street • Aventura, FL 33180

Mount Sinai Medical Center is pleased to offer free lectures on a variety of health topics presented by leading physicians.

**Call 305.674.2600 to make your reservation.**  
Attendance is free but seating is limited.

**Mount Sinai**  
MEDICAL CENTER

[msmc.com](http://msmc.com)



## NEIGHBORS CALENDAR

### HOW TO GET LISTED

Post at our new, interactive platform at [www.events.miamiherald.com](http://www.events.miamiherald.com) at least two weeks in advance of your event. You no longer need to register or use a password, but you must provide an email address that is not blocked. You can post an event for free and that includes adding one image (must be at least 300x200 or 200x300 pixels.) If your event does not fit the categories in the drop-down menu (most are performance-oriented and not intended for classes, meetings, conferences and the like), select Special Event. Limit your description to 240 characters (characters not words), including punctuation and spaces and your event name to three or four words. Do not use all caps, exclamation marks or unusual symbols or hype your event. All events properly posted may also be used for print calendars but we cannot guarantee print placement.

### THURSDAY, JUNE 4

**Andres Martinez and Gerbi Tesarskala: Rocking, Gently** This exhibit, curated by Jacqueline Falcone, features the two artists examining the personal and global worlds. June 4-June 11 12 p.m.-5 p.m. Free Bakehouse Art Complex 561 NW 32nd St., Miami.

**Bingo & Burgers** This is an evening of bingo and burgers at Palmetto Bay's American Legion. June 4, June 17 p.m.-10:15 p.m. American Legion 16401 SW 90th Ave, Palmetto Bay. **Book Club Play** When the members of a devoted book club become the subjects of a documentary filmmaker, their intimate discussions of life and literature take on new meaning with the camera rolling. Add in the unexpected arrival of a provocative new member and the sudden inclusion of some questionable titles, and long-standing group dynamics take a hilarious turn. June 4-June 6 8 p.m.; June 7 3 p.m. \$5-\$59 Actors' Playhouse at the Miracle Theatre 280 Miracle Mile, Coral Gables.

**Downtown Miami: The Ground Beneath Our Feet** Museum of Art + Design (MOA+D) in collaboration with Word + Image Lab (WAIL) presents the new exhibition, "Downtown Miami: The Ground Beneath Our Feet," showcasing a one-of-a-kind artists book created by 24 south Florida writers and artists. June 4-June 11 Free [www.mocdmoad.org/](http://www.mocdmoad.org/) Freedom Tower 600 Biscayne Blvd., Miami.

**Feed Our Birds Around the Park** Many of Jungle Island's magnificent birds enjoy being fed by you - the guests. You'll find them along the jungle paths with food dispensers at each location. June 4-June 11 10 a.m.-5 p.m. Included in admission. Jungle Island 11 Parrot Jungle Trail, Miami.

**Let's Rock** Running through June 15, this group exhibition features rock-'n'-roll photos from over 15 key image-makers. June 4-June 6, June 8-June 11 a.m.-7 p.m. Cost of purchase. Fahy/Klein Gallery 4025 NE 2nd Ave., Miami.

## MEETING NOTICES

June 8 - 12, 2015

### MONDAY, June 8

10:00 a.m.	Normandy Shores Local Government Neighborhood Improvement Board	City Manager's Small Conf. Room, 4 <sup>th</sup> Fl., City Hall
2:00 p.m.	Miami Beach Historic Preservation Special Master	Commission Chambers, Third Floor, City Hall
6:30 p.m.	Hispanic Affairs Committee	City Manager's Small Conf. Room, 4 <sup>th</sup> Fl., City Hall

### TUESDAY, June 9

9:00 a.m.	Historic Preservation Board	Commission Chambers, Third Floor, City Hall
9:00 a.m.	Marine and Waterfront Protection Authority	City Manager's Large Conf. Room, 4 <sup>th</sup> Floor, City Hall
9:00 a.m.	Production Industry Council	TCED Conference Room, 1755 Meridian Ave., 5 <sup>th</sup> Fl.
10:00 a.m.	MB Employee Retirement Plan Board of Trustees	Pension Office Conf. Rm., 1 <sup>st</sup> Fl. Biscayne, City Hall
10:30 a.m.	Convention Center Advisory Board	MB Convention Center Executive Office Conf. Rm., 4 <sup>th</sup> Fl., 1901 Conv. Ctr. Dr.
11:00 a.m.	Special Master Hearings	Commission Chambers 3 <sup>rd</sup> Floor, City Hall
12:00 p.m.	LGBT Advisory Board / Senior Programming Subcommittee	Botanical Garden, 2000 Convention Center Drive
12:30 p.m.	LGBT Advisory Board/Visibility & Marketing Subcommittee	The 17 <sup>th</sup> Street Entrance to City Hall
1:00 p.m.	LGBT Advisory Committee	City Manager's Large Conf. Room, 4 <sup>th</sup> Fl., City Hall
4:00 p.m.	Human Rights Committee	City Manager's Large Conf. Room, 4 <sup>th</sup> Fl., City Hall

### WEDNESDAY, June 10

8:30 a.m.	City Commission*	Commission Chambers, 3 <sup>rd</sup> Floor, City Hall
-----------	------------------	---

### THURSDAY, June 11

9:00 a.m.	Special Master Hearings	Commission Chambers, Third Floor, City Hall
9:00 a.m.	Artist Vendor Certification	MBCC, 1900 Conv. Ctr. Drive, Room C223/224

### FRIDAY, June 12

10:00 a.m.	MBVCA Sub-Committee	MBVCA, 1701 Meridian Avenue, Suite 403
------------	---------------------	--

For any and/or all of the above meetings, one or more members of the Miami Beach City Commission may be in attendance and participate in discussions.

\* Aired live on MBTV-AT&T U-verse 99, Atlantic Boulevard 77, Digital 90 & 1073

\*\* Commission Committee meeting aired live on MBTV

\*\*\* Commission Committee meeting with delayed broadcasting on MBTV



We are committed to providing excellent public service and safety to all who live, work and play in our vibrant, tropical, historical community.

City Hall is located at 1700 Convention Center Drive; and the Miami Beach Convention Center is located at 1901 Convention Center Drive. Any meeting may be opened and continued, and under such circumstances, additional legal notice will not be provided. To request this material in alternate format, sign language interpreter (five-day notice required), information on access for persons with disabilities, and/or any accommodation to review any document or participate in any city-sponsored proceedings call 305.604.2489 and select 1 for English or 2 for Spanish, then option 6; TTY users may call via 711 (Florida Relay Service). A meeting not noticed in the Weekly Meeting Notice and determined to be an emergency meeting will be posted on the bulletin boards throughout City Hall and will be available on the City's website at: <http://web.miamibeachfl.gov/cityclerk/default.aspx?file=1728>

Pursuant to Section 286.0105, Fla. Stat., the City hereby advises the public that if a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.



## CITY OF NORTH MIAMI BEACH NOTICE OF PUBLIC HEARING

**DATE/TIME:** Tuesday, June 16, 2015, 7:30 P.M.  
(2<sup>nd</sup> Reading of Ordinance No. 2015-4)

**LOCATION:** North Miami Beach City Hall, 2<sup>nd</sup> Floor,  
City Council Chambers  
17011 NE 19<sup>th</sup> Avenue, North Miami Beach, FL 33162

**PUBLIC NOTICE** is hereby given that the City of North Miami Beach City Council shall consider the following public hearing item:

**Water Supply Facilities Work Plan and Comprehensive Plan Amendment – North Miami Beach, FL:**

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA TO ADOPT AN AMENDMENT TO THE WATER SUPPLY FACILITIES WORK PLAN AND TO AMEND THE CITY OF NORTH MIAMI BEACH'S COMPREHENSIVE PLAN TO STRENGTHEN COORDINATION BETWEEN WATER SUPPLY AND LOCAL LAND USE PLANNING BY AMENDING TEXT CONTAINED IN THE FUTURE LAND USE, INFRASTRUCTURE, CONSERVATION, INTERGOVERNMENTAL COORDINATION, AND CAPITAL IMPROVEMENT ELEMENTS; 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 REPEAL OF CONFLICTS; SEVERABILITY; AND AN EFFECTIVE DATE.

All interested parties are invited to attend and participate in the Public Hearing(s). The items are on file and available for examination at the Community Development Department, 17050 N.E. 19 Avenue, North Miami Beach, Florida 33162-3194, Monday through Friday 8:00AM-5:00PM. Questions and written comments can be directed via email to [mbcomdev@citynmb.com](mailto:mbcomdev@citynmb.com), FAX - 305.957.3517, or mail to the above address or by calling 305.948.2966. Upon recommendation by the Board, the items will be scheduled for City Council consideration. 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. Should any person desire to appeal any decision of the Board with respect to any matter considered at this meeting, that person must insure that a verbatim record of the proceedings is made, including all testimony and evidence upon which any appeal may be based (See Florida Statutes 286.0105). In accordance with the Americans with Disabilities Act, persons needing special accommodation to participate in this proceeding should contact the City Clerk no later than two (2) days prior to the proceeding. Telephone 305.787.6001 for assistance, if hearing impaired, telephone our TDD line 305.948.2909 for assistance.





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

---

## **COMMUNITY DEVELOPMENT DEPARTMENT**

### **PLANNING & ZONING BOARD MEETING**

#### **MONDAY, JANUARY 12, 2015**

#### **Attendees:**

##### **Members -**

Chair Evan Piper

V. Chair Julian Kreisberg

Joseph Litowich

Saul Smukler

Michael Mosher

Hector Marrero (Absent)

Jeffrey Lynn

Carlos Rivero, City Planner

Richard Lorber, Assistant City Manager

Sarah Johnston, Assistant City Attorney

Kimberly Marcellus, Assistant Planner

Giselle Deschamps, Assistant Planner

Lisa Edmondson/Prototype, Inc., Board Clerk

#### **1. Pledge of Allegiance**

Chair Piper called the meeting to order at 6:14 p.m. The Pledge of Allegiance was recited.

#### **2. Roll Call of Board Members**

Roll was called. It was noted that a quorum was present.

#### **3. Approval of Minutes - Meeting of Monday, December 8, 2014**

**Motion** made by Vice Chair Kreisberg, seconded by Mr. Smukler, to approve the minutes of the December 8, 2014, meeting. In a voice vote, the motion passed unanimously.

#### **4. Public Hearing Procedures**

Chair Piper administered the oath for any members of the public wishing to speak during the meeting. He instructed them to sign in as well.

#### **5. Old Business**

- Item #14-017: Comprehensive Plan Text and Future Land Use Map Amendment. Tabled by the Board on Monday, December 8, 2014. The item will come back before the Board on January 12<sup>th</sup> under the City-Wide Comprehensive Plan Amendment efforts.
- Item #14-019: Zoning and Land Development Code Amendment to the maximum height permitted for fences and perimeter walls within the City's single-family

residential districts. Approved by the Board unanimously on Monday, December 8, 2014 amending the point of measurement to be “the crown of the road.”

The item had its first reading last week and was passed unanimously. It will go to second reading on January 20, 2015.

- Item #14-020: Zoning and Land Development Code Amendment to the allowance of flat roofs on single-family homes as an architectural design element. Approved by the Board unanimously on Monday, December 8, 2014 amending the screening of rooftop equipment to be “appropriately screened.” The item had its first reading last week and was passed unanimously. It will go to second reading on January 20, 2015.

Chair Piper recognized the presence of several Councilmembers.

## **6. New Business**

### **a. 14-021: Comprehensive Plan Amendment-North Miami Beach, Fl:**

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 163<sup>RD</sup> STREET SOUTH MU/EC, MIXED USE EMPLOYMENT CENTER, 159<sup>TH</sup> 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 REPEAL OF CONFLICTS; SEVERABILITY; AND FOR AN EFFECTIVE DATE.

Assistant City Manager Mr. Lorber introduced the item, noting that the main goal of the process is to overhaul the Comprehensive Plan and zoning in key areas across the City to attract new investment, to guide quality development, and to ensure public benefits and neighborhood compatibility. Mr. Lorber stated that the City hired Natasha Alfonso and Jean Dolan from RMA Associates, zoning and land use specialists, as consultants.

Mr. Lorber outlined the steps involved in the amendment process, which will take one year.

Ms. Dolan began a PowerPoint on comprehensive planning and zoning. Highlights of her presentation follow:

- Comprehensive Plan establishes the vision, purpose, and philosophy behind the districts that were created
  - Very inflexible
  - Establish maximum entitlement (total number of units, etc.) per district
  - All amendments to the Plan are “concurrency effects” on paper
- Zoning creates more specificity and establishes net entitlements
  - Zoning goes to property line, affects setbacks, etc.
  - Concurrency analysis looks at how a project impacts existing conditions
- Public input meetings/workshops held
- New districts:
  1. Mixed-use Town Center, Area 1
  2. Two Employment Centers, Areas 5 and 6 on map (off North TECO site)
  3. Three waterfront districts (Areas 3, 4, and 7 on the map), northern, southern and eastern waterfront districts
  4. Mixed-use corridor
  5. Mixed-use neighborhood center
- 1. Detail on Mixed-use Town Center
  - New policy 1.6.6 creates philosophy
  - Encourage transit-oriented development consistent with urban downtown and prohibit stand-alone auto-oriented uses such as parking lots
  - Issues: treatment of Snake Creek canal, alleys and utility issues, public art, and incentives for redevelopment in the CRA areas
  - Policy 1.8.8 also addresses alleys and utility policies for mixed-use districts
  - Policy 1.8.6 addresses the Snake Creek canal
  - Policy 1.8.1 addresses public art
  - Policy 1.6.3 was amended to add items such as shared parking agreements, rights-of-way, etc.
- 2. Detail on Mixed-use Employment Centers
  - Policy 1.6.7 creates philosophy
  - Areas are for economic development – allow limited auto-oriented uses, but must be compatible with pedestrian activity
  - Allow for both vertical and horizontal mixed use
  - Issues: compatibility with lower density adjacent to residential areas; historic designation for TECO building
  - Policy 1.8.7 states issues must be addressed
  - Policy 1.8.8 addresses how mixed use projects will have to be stepped back with height next to residential area

- 3. Detail on Mixed-use Waterfront Districts
  - Policy 1.6.9 creates philosophy
  - Maximize the economic and aesthetic resource, allowing residential while ensuring public access to water
  - Issues: public access to waterfront, sub-station needs to be screened, additional access to Eastern Shores and A-26, rescue station and police sub-station for Eastern Shores
  - City Commission specifically requested additional access to A-26
  - Policy 1.8.7 states issues must be addressed
  - Policy 1.8.8 deals with public access to waterfront
- 4. Detail on Mixed-use Corridor
  - Policy 1.6.10 creates philosophy
  - Auto-oriented district, but needs to be compatible with pedestrian activity and allow for vertical and horizontal mixed-uses
  - Issues: awareness of adjacent Biscayne Landing, environmental clean-up, flood-plain encroachment, connectivity, and crime prevention
  - Policy 1.8.7 states issues must be addressed
- 5. Detail on Mixed-use Neighborhood Center
  - No specific issues identified, neighborhood oriented mixed-use area
- Comprehensive Plan Concurrency Analysis
  - Comparing total entitlements that Comprehensive Plan allows with those proposed
  - Policy 1.8.2 establishes the total entitlements for all the mixed-use districts
  - Increasing residential within areas by about 31%; non-residential entitlements are 86% less in current proposal
  - Parks and Recreation and Public Education will need focus in terms of service standards
  - Parks and Recreation analysis = adopted service level is two acres per 1,000 (quantitatively there is enough park area). However, each district needs additional open space/green space, to create a geographic distribution.
  - Public Education analysis = adequate capacity to handle additional children at full build-out
- Next steps in process:
  - City Council for first reading (January 20, 2015); to State for 30-45 days, comments; City Council second reading (March 17, 2015) and adoption
  - Zoning regulations first workshop on January 27, 2015; Planning and Zoning Board to hear zoning for recommendation; City Council first reading on March 3, 2015 and second reading on March 17, 2015.

Ms. Dolan concluded her presentation and entertained questions.

Mr. Lorber clarified that the Board's recommendation will be reviewed by the City Council for their hearing. Mr. Lorber explained that the proposal was put together by a combination of City Planning and Zoning staff and RMA Associates. Ms. Dolan added that the Council identified areas where they wanted to do mixed use and went to bid for help with improvement for the mixed-use categories. Ms. Dolan said they defined the proposed regulations. Mr. Lorber added the effort came from the Strategic Plan that was adopted by the Council.

Ms. Alfonso, Director of Urban Design and Planning for RMA, provided a company history and an overview of their departments and activities. Mr. Lorber emphasized that they work for the City, not any developer. Ms. Alfonso added that RMA was established five years ago, and they have 30 employees.

In response to a question, Ms. Alfonso stated that the net effect of the study would create 31% more residential units and 86% less non-residential units. Overall, on paper, there is a reduction in impacts, including vehicular traffic.

Mr. Lorber advised that in the future, there will be project proposals that will involve increases in public services and traffic. However, as far as the Plan presented at this meeting, there is an actual reduction.

Mr. Smukler observed a lack of specific information on different areas and some conflicting issues. He requested clarification of the traffic analysis response, referencing page 17 of the application. Ms. Alfonso explained that if the total number of entitlements is reduced, the traffic will be reduced. It was further explained that each district is broken out. Mr. Lorber explained the concept, using the Intracoastal as an example, distinguishing between the current Comprehensive Plan and the proposed Comprehensive Plan.

Mr. Smukler wanted to see a detailed traffic study with the proposal to ensure feasibility. Mr. Lorber countered that the Comprehensive Plan has to come first – go from the general to the specific.

Chair Piper advised that any project has to go through several layers before it is approved, and the adoption of a Comprehensive Plan does not guarantee that a project will be approved.

Mr. Smukler referred to Policy 1.5.1 regarding hurricane evacuation of Eastern Shores, and Ms. Alfonso confirmed that is in the existing Comprehensive Plan and is not intended to be deleted. She continued that the City set out compelling reasons in their Strategic Plan regarding why they wanted this policy, and she felt they were consistent with that policy. Ms. Dolan further explained the goals of the Strategic Plan in relation to the proposed Comprehensive Plan.

Referring to page 18 (mass transit analysis), Mr. Smukler interpreted the analysis to mean that workers will not have vehicles, and will work on the premises. Mr. Lorber clarified that it says that the type of development that is envisioned for the downtown area is being encouraged in other areas. He continued that the Comprehensive Plan has a theoretical number that takes the maximum amount that could be built for maximum development potential. Discussion ensued between Mr. Smukler and Mr. Lorber on the validity of the proposed plan, with Mr. Lorber stating that the charts are correct.

Mr. Smukler then referenced Policy 1.131.2, confirming that the City would allow taller buildings and greater densities if they met green standards. Assistant City Attorney Johnston stated that policy would apply to the Zoning Code, not the Comprehensive Plan. She explained the hierarchy of zoning codes, comprehensive plans, ordinances, etc.

Mr. Smukler expressed concern that there would be too much traffic on US1 coming from Aventura; he said they needed to have a complete traffic study and have dialog with DOT. Mr. Lorber agreed that they would have the study and dialog, but not at this point – it would be done when they get to the zoning part.

Chair Piper wanted to know if the idea of the plan was to be “extremely non-restrictive” so that opportunities are there, and he wondered how protections (such as for density) would be implemented. Ms. Alfonso thought the proposed plan was more restrictive than the existing Comprehensive Plan in regards to public open space and public access to the waterfront. Additionally, there are more non-residential entitlements currently for the waterfront, which create more traffic issues. Ms. Alfonso explained that when the item is brought back in two weeks, the Board will see how restrictive the zoning is.

Mr. Lorber believed the Plan adds more flexibility, while the goal is to foster well-planned development. Zoning and site plan review bore down to a much more specific analysis. He added there are safeguards in the proposal to deter bad/uncontrolled development.

Mr. Lorber stated that next month they would examine zoning map changes. He confirmed that the zoning would decide the height limitations for the various areas. Whatever is put in place in zoning would have to be consistent with the Comprehensive Plan; it could be more restrictive, but not more permissive.

Chair Piper wondered if there would be any concerns with the proposed plan being less restrictive. Ms. Alfonso said the Comprehensive Plan is not less restrictive with the amendments being proposed. She said there are no policies in place when a mixed-use district is created requiring public benefit. Being more flexible does not mean

discarding the variance process or appeals process. The flexibility will allow for more development where there is the potential for it.

Chair Piper sought assurance that they were not setting zoning principle for allowing more density. Mr. Lorber reiterated the zoning will be more restrictive and more specific - basically a site plan review with a traffic study. He added the Comprehensive Plan could be revised in the future, but it is a long process, taking about six months. Mr. Lorber reiterated that the Comprehensive Plan is the top level overview.

Vice Chair Kreisberg felt that the City wanted to increase the population to lead to more business and opportunity, and he did not think it was appropriate to “micro-manage” a plan that was put together by what he called a competent company. He did not think it was the Board’s role to look at the plan line by line – it is a blueprint that he believed would be passed by the City Council. Vice Chair Kreisberg urged the Board to move forward.

Vice Chair Kreisberg commented that the Board members most likely respond better to graphics than narratives, and recommended that the consultants “clean up” the graphic (#7) to make it more understandable.

Mr. Litowich wondered if the City wanted to grow in a more residential direction, but Ms. Dolan responded that the Plan would bring more of a balance between residential and commercial.

In response to a question, Ms. Dolan stated that the population within City limits is now 46,000; if all buildings were built and occupied, the population would increase to 52,000. Mr. Lorber said the plan is for mixed use, which, by its nature, will be commercial and residential in proximity. Mr. Litowich confirmed that the City now has more square footage in commercial than in residential.

Mr. Litowich confirmed that if someone owns waterfront property that he wants to develop, he would have to design it in such a way to have more public access. Ms. Alfonso clarified that there will be a zoning regulating plan that will address the following:

- Type of access that is desired at the waterfront
- A minimum requirement for public open space
- Upgrade to existing fire rescue
- Introduction of a new police substation
- Multiple access points

Ms. Alfonso continued that all districts are very similar in the access requirements. She said there are proposed tax incentives/rebates in the CRA area for developments that contribute money to a pool for public infrastructure improvement such as streetscape

improvements, greening, parking, sidewalk widening, and utility improvement/relocation, public art. She did not believe it would “scare off” potential developers.

Mr. Litowich was curious how the consultants envisioned the Snake Creek Canal improvements. Ms. Alfonso replied that since the Canal has a variety of bordering properties, they sectioned the area with schematics to meet each condition. Examples would be boardwalks, pedestrian access, etc.

At this time Chair Piper opened the meeting for public comment.

Mark Antonio, 2011 NE 164 Street, said he is working on an initiative with a group on the Save Maule Lake conservation area, and wondered if the Board would consider conserving the lake rather than trying to develop the lake. He is especially concerned with multiple marinas and beaches along the estuary area, and favored an environment more favorable to kayaking and sailing. He concluded by saying that once the “basket of rights” are put in place, they will not go away.

Mary Hilton, 1915 NE 157th Terrace, spoke against a mixed use designation at the TECO gas site, citing excessive pollution and environmental concerns. She asked that they have DERM from Washington look into it, since the City does not have DERM. She read a letter she had written to the EPA.

Michael Goldstein, One SE Third Avenue, Miami, spoke on behalf of 477 LC, the owner and developer of the TECO site, in reference to Ms. Hilton’s comments. Mr. Goldstein stated that the United States EPA has not been part of that dialogue; he said the letter she read was an email she wrote to DERM in Miami-Dade County, local pollution control agency. He requested that the document she read from be submitted to this body for review. Mr. Goldstein continued that regulatory documents, one of which dates back to 1987, govern cleanup of the site. Mr. Goldstein stated that it is not true that the County has not approved development of the site. He said the site has had over 57,000 tons of contaminated soil removed. Mr. Goldstein cited from a letter issued by the County stating that DERM does not object to redevelopment.

Mr. Litowich clarified that the 57,000 tons of soil (equivalent to 2,700 truckloads) were removed. He wondered if new soil would be added back in. Mr. Goldstein replied that 24 inches of clean fill has been added back in and, beneath it, a geo-synthetic liner constructed for environmental protection.

Mr. Smukler asked the City Attorney whether the information on the site cleanup is to be considered “hearsay.” Assistant City Attorney Johnston responded that Mr. Goldstein would qualify as an expert in the area, but the item he is speaking on does not directly correlate to the item presented as evidence for a site plan approval.



Chair Piper commented that there would be time in the future to address the environmental concerns, but it is not an issue regarding the Comprehensive Plan. Mr. Lorber agreed with his opinion.

Marilyn Baumall, 18635 NE 20<sup>th</sup> Court, long-time resident, felt that the word “comprehensive” should cover everything, including traffic studies. She was concerned particularly with traffic on Biscayne Boulevard.

Muriel Kemp, 1479 NE 178<sup>th</sup> Street, asked what the City paid for the study. It was noted the fee was a matter of public record. She asserted that in all cases she can remember, developers always get the variances they request. Therefore, she did not see the point in having a Comprehensive Plan or zoning rules.

Harry Pennington, 1981 NE 158<sup>th</sup> Street, West Palm Beach, said he has not seen the requested proposals regarding TECO development, and wanted to know what the use would be and how it would impact his neighborhood. He thought the Board should spend more time reviewing the plan.

Matthew Amster, with the law firm of Bercow, Radell & Fernandez, 200 South Biscayne Boulevard, Miami, stated he was representing an owner in the Waterfront south area. Mr. Amster cautioned against overburdening specific property owners and not having disproportionate development as a result of the “basket of rights.” He also remarked that mechanisms for creating new public realm and public benefits are not explained in the proposed Comprehensive Plan and recommended good safeguards for making sure property owners are not overburdened.

Haim Swissa, property owner on Dixie Highway, expressed concern about the allowable building height on 170th Street/Dixie Highway. He wished to keep it to six floors. Ms. Alfonso explained that the lots are so narrow that to fit a parking structure to accommodate a six-story building would result in a street that had no active use on the ground floor; active use on the ground floor for pedestrians was preferred. She added they are removing the B1 zoning designation and expanding the uses. In response to another question from Mr. Swissa, Ms. Alfonso stated that new construction will occur in the front of the property. Mr. Swissa argued that would create a bad property.

Mubarak Kazan, 15564 NE 12<sup>th</sup> Avenue, was concerned about the contamination on the TECO site. He feared that if people lived there, there would be many lawsuits.

Alicia Rook, 1991 NE 157<sup>th</sup> Terrace, expressed concern about the ultimate location of the contaminated water from the TECO site. She also wondered if the fill used was now contaminated.

Yona Lunger, 1870 NE 171<sup>st</sup> Street, spoke on behalf of the Chamber of Commerce. He said he was interested in seeing an improved quality of life in the City, which would bring better jobs, more tax revenue, and higher-quality businesses.

Stanley Price, representing the owners of the TECO site, said that the critics of the site should read the environmental reports given to the City. They indicate it is clean and safe, and he compared it to Biscayne Landing. He pledged they would satisfactorily prove to the Board that the site will be beneficial for the City.

As there were no other individuals wishing to speak on this Item, Chair Piper closed the public hearing.

Mr. Lorber referred to page 16 of the PowerPoint presentation and pointed out the buffer transition between any new development and single-family units to the west. He stated the details would be available at the next meeting. There has to be green open space next to residential, then a low building, then farther back (to Dixie Highway) would be the tallest buildings.

Mr. Rivero read the staff recommendation into the record.

**Motion** made by Vice Chair Kreisberg, seconded by Mr. Lynn, to approve Item #14-021, the Comprehensive Plan Amendment- North Miami Beach, Fl. In a roll call vote, the **motion** passed 5-0.

<b>Chair Evan Piper</b>	<b>Yes</b>
<b>Joseph Litowich</b>	<b>Yes</b>
<b>Julian Kreisberg</b>	<b>Yes</b>
<b>Saul Smukler</b>	<b>Out of room</b>
<b>Michael Mosher</b>	<b>Yes</b>
<b>Hector Marrero</b>	<b>Absent</b>
<b>Jeffrey Lynn</b>	<b>Yes</b>

**b. Item 14-022: Comprehensive Plan Amendment – North Miami Beach, Fl**  
AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA TO ADOPT AN AMENDMENT TO THE WATER SUPPLY FACILITIES WORK PLAN AND TO AMEND THE CITY OF NORTH MIAMI BEACH’S COMPREHENSIVE PLAN TO STRENGTHEN COORDINATION BETWEEN WATER SUPPLY AND LOCAL LAND USE PLANNING BY AMENDING TEXT CONTAINED IN THE FUTURE LAND USE, INFRASTRUCTURE, CONSERVATION, INTERGOVERNMENTAL COORDINATION, AND CAPITAL IMPROVEMENT ELEMENTS; 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 REPEAL OF CONFLICTS; SEVERABILITY; AND AN EFFECTIVE DATE.

Mr. Rivero said this item is brought up every five years for housekeeping purposes, and he introduced the item. It was clarified that there was a typo on the staff report, naming this item as #14-021, but it should be #14-022. Mr. Lorber reiterated it is a formality; there is no change in policy involved.

At this time Chair Piper opened the meeting for public comment. Hearing none, Chair Piper closed the meeting for public comment.

**Motion** made by Vice Chair Kreisberg, seconded by Mr. Litowich, to approve Item #14-022. In a roll call vote, the **motion** passed 5-0.

<b>Chair Evan Piper</b>	<b>Yes</b>
<b>Joseph Litowich</b>	<b>Yes</b>
<b>Julian Kreisberg</b>	<b>Yes</b>
<b>Saul Smukler</b>	<b>Out of room</b>
<b>Michael Mosher</b>	<b>Yes</b>
<b>Hector Marrero</b>	<b>Absent</b>
<b>Jeffrey Lynn</b>	<b>Yes</b>

Mr. Smukler stated that he had stepped out of the room at 8:27 p.m. and then the vote on Item #14-021 was taken. Therefore, he preferred to not vote on this item. He again stepped out of the room.

**c. Item 14-018 (a): Vacation Abandonment-1875 N.E. 167<sup>th</sup> Street, North Miami Beach, FL 33162**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING THE VACATION AND ABANDONMENT OF THE SOUTHERN HALF OF THE MIAMI DRIVE RIGHT-OF-WAY CONSISTING OF APPROXIMATELY 25,132 SQUARE FEET AS SHOWN ON THE PLAT "FULFORD OF THE SEA"; RECORDED IN PLAT BOOK 34 AT PAGE 20 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, IN FAVOR OF SHEFA TAL, LLC, (THE "APPLICANT"); WITH SUCH VACATION SUBJECT TO AND CONTINGENT UPON THE CITY'S APPROVAL OF THE APPLICANT'S SITE PLAN APPLICATION; AND WITH SUCH VACATION FURTHER SUBJECT TO AND CONTINGENT UPON APPLICANTS SATISFACTION OF THE CONDITIONS SET FORTH IN THIS RESOLUTION.

Mr. Rivero read the item into the record, and noted that immediately after voting on Item 14-018 (a), they will hear Item 14-018 (b).

**d. Item 14-018 (b): Site Plan Approval – 1875 N.E. 167<sup>th</sup> Street, North Miami Beach, FL 33162**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, GRANTING SITE PLAN APPROVAL TO CONSTRUCT A 60,638 SQUARE FOOT, FIVE STORY MIXED-USE RETAIL AND OFFICE BUILDING ON AN ASSEMBLED 1.178 ACRE LOT, AS PROPOSED ON PROPERTY LEGALLY DESCRIBED AS:

ALL ON BLOCK 57-A OF FULFORD BY THE SEA SECTION, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 8, PAGE 58, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, AND A PORTION OF MIAMI DRIVE LYING DIRECTLY ADJACENT TO BLOCK 57A, 3RD REVISED PLAT OF SECTIONS A, B, D, E, F AND AMENDED PLATS OF SECTIONS C, G, H, I, AND J OF FULFORD BY THE SEA, DADE COUNTY, FLORIDA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 34 AT PAGE 20 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

Mr. Rivero read the item into the record, and Chair Piper recommended that they address both items simultaneously.

Stanley Price (applicant), Brian Adler, and Wendy Francois were present, representing Shefa Tal. He said the two principles were with him. Mr. Price said the north portion of the right-of-way from Miami Way has been abandoned by the City and presently utilized as a parking lot and fenced-in area for a nursing home. Mr. Price requested closure of the other half of the roadway, pointing out it would not interfere with access/egress of nursing home. It would also provide for a more flexible site plan.

Mr. Price stated they are entitled to go up to 15 stories in height, but their building will be only five stories with retail/restaurant uses on the first level; the parking lot is on the second and third levels, and the top two floors are office space.

Jean Francois Gervais, principle architect, 20900 NE 30<sup>th</sup> Avenue, Aventura, reviewed the architecture of the project, referencing documents and pictures in the Board packet. He said the building could become a hub of activity for the area. He described the type of architecture as modern and typical of South Florida.

Mr. Price pointed out how the garage is shielded from the roadway so that cars would not be seen from the street. Mr. Gervais continued his description of the architectural highlights of the project.

[Mr. Smukler returned at 8:39 p.m.]

Mr. Price stated they are not requesting any variances, and all they are asking from the City is closure of Miami Drive (at the triangular piece of the property) based on traffic study. He also mentioned that the sidewalks on 19<sup>th</sup> Avenue would be realigned and would create more walkability in the area.

Mr. Lorber explained the history of the ownership of Miami Drive. He said it is no longer in use and not needed by the City. At some point, the ownership could revert to the City, but that is unlikely.

Assistant City Attorney Johnston clarified that the City does not actually “own” the street. The City has an easement, so the City is vacating its easement. The abutting property owners actually own the underlying land. When the easement is vacated, it reverts to the abutting property owners. It was further noted out that the nursing home has already “taken” the original half of the underlying land – the remaining half will go to Mr. Price’s client.

Mr. Mosher asked if a dumpster was required and was informed they do have a dumpster as shown on the plans.

Mr. Smukler commented favorably on the building and was glad they would not impact traffic onto 19<sup>th</sup> Avenue.

At this time Chair Piper opened the meeting for public comment and swore in Rolando Belleau.

Rolando Belleau, 13730 Highland Drive, commented the building was one of the best he has seen, and believed it signaled a new beginning for the City.

Hearing no further comments, Chair Piper closed the meeting for public comment.

**Motion** made by Vice Chair Kreisberg, seconded by Mr. Lynn, to lay the matter on the table so that they can re-vote the previous items from when Mr. Smukler was out. In a voice vote, the motion passed unanimously (6-0).

**Motion** made by Vice Chair Kreisberg, seconded by Mr. Lynn, to reconsider the previous Item #14-021, Comprehensive Plan Amendment presented by RMA. In a roll call vote, the **motion** passed 6-0.

<b>Chair Evan Piper</b>	<b>Yes</b>
<b>Joseph Litowich</b>	<b>Yes</b>
<b>Julian Kreisberg</b>	<b>Yes</b>
<b>Saul Smukler</b>	<b>Yes</b>
<b>Michael Mosher</b>	<b>Yes</b>
<b>Hector Marrero</b>	<b>Absent</b>
<b>Jeffrey Lynn</b>	<b>Yes</b>

**Motion** made by Vice Chair Kreisberg, seconded by Mr. Litowich, to approve Item #14-021. In a roll call vote, the **motion** passed 5-1 with Mr. Smukler dissenting.

Chair Evan Piper	Yes
Joseph Litowich	Yes
Julian Kreisberg	Yes
Saul Smukler	No
Michael Mosher	Yes
Hector Marrero	Absent
Jeffrey Lynn	Yes

**Motion** made by Vice Chair Kreisberg, seconded by Mr. Litowich, to reconsider Item #14-022. In a voice vote, the motion passed unanimously.

**Motion** made by Vice Chair Kreisberg, seconded by Mr. Litowich, to approve Item #14-022. In a roll call vote, the **motion** passed 6-0.

Chair Evan Piper	Yes
Joseph Litowich	Yes
Julian Kreisberg	Yes
Saul Smukler	Yes
Michael Mosher	Yes
Hector Marrero	Absent
Jeffrey Lynn	Yes

**Motion** made by Vice Chair Kreisberg, seconded by Mr. Litowich, to put back on the table Items #14-018, (a) and (b). In a voice vote, the motion passed unanimously.

**Motion** made by Vice Chair Kreisberg, seconded by Mr. Lynn, to approve Item # 14-018 (a), vacation of a portion of Miami Drive. In a roll call vote, the **motion** passed 6-0.

Chair Evan Piper	Yes
Joseph Litowich	Yes
Julian Kreisberg	Yes
Saul Smukler	Yes
Michael Mosher	Yes
Hector Marrero	Absent
Jeffrey Lynn	Yes

**Motion** made by Vice Chair Kreisberg, seconded by Mr. Litowich, to approve Item #14-018 (b) with all of the conditions as listed by staff. In a roll call vote, the **motion** passed 6-0.

<b>Chair Evan Piper</b>	<b>Yes</b>
<b>Joseph Litowich</b>	<b>Yes</b>
<b>Julian Kreisberg</b>	<b>Yes</b>
<b>Saul Smukler</b>	<b>Yes</b>
<b>Michael Mosher</b>	<b>Yes</b>
<b>Hector Marrero</b>	<b>Absent</b>
<b>Jeffrey Lynn</b>	<b>Yes</b>

**7. Public/Citizen Comments**

Chair Piper opened the public hearing. Hearing no comments, Chair Piper closed the public hearing.

**8. Adjournment**

Upon motion duly made and seconded, Chair Piper adjourned the meeting at 9:02 p.m.

[Minutes prepared by J. Rubin, Prototype, Inc.]

**ORDINANCE NO. 2015-4**

**AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA ADOPTING AN AMENDMENT TO THE WATER SUPPLY FACILITIES WORK PLAN AND AMENDING THE CITY OF NORTH MIAMI BEACH'S COMPREHENSIVE PLAN, STRENGTHENING COORDINATION BETWEEN WATER SUPPLY AND LOCAL LAND USE PLANNING; AMENDING TEXT CONTAINED IN THE FUTURE LAND USE, INFRASTRUCTURE, CONSERVATION, INTERGOVERNMENTAL COORDINATION, AND CAPITAL IMPROVEMENT ELEMENTS; 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 REPEAL OF CONFLICTS; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS**, the 2005 Florida Legislature enacted legislation requiring a new water supply facilities work plan be incorporated into a city's comprehensive plan to strengthen the coordination of water supply planning in the State; and

**WHEREAS**, Section 163.3177(4)(a), Florida Statutes, requires coordination of the local comprehensive plan with the water management district's regional water supply plan; and

**WHEREAS**, Section 163.3177(6)(c), Florida Statutes, requires that local governments prepare and adopt a water supply facilities plan and amend their comprehensive plans within 18 months after the water management district approves a regional water supply plan or its update; and

**WHEREAS**, the South Florida Water Management District updated and approved its regional water supply plan entitled Lower East Coast Water Supply Plan ("LEC") on September 12, 2013; and



**WHEREAS**, in order to comply with Florida law, the City has reviewed and proposes to adopt the *City of North Miami Beach 10-Year Water Supply Facilities Work Plan* (“Work Plan”), attached hereto as Exhibit “A” and incorporated herein by reference, and related amendments in its Comprehensive Plan; and

**WHEREAS**, the City hereby proposes amendments to the Future Land Use, Infrastructure, Conservation, Intergovernmental Coordination, and Capital Improvement Elements of its Comprehensive Plan; and

**WHEREAS**, pursuant to Florida Statutes and Florida Administrative Rules, the City of North Miami Beach Planning and Zoning Board, as the Local Planning Agency, during a duly noticed public hearing on January 12, 2015, reviewed the proposed Work Plan and related water supply Comprehensive Plan Amendments, and recommended approval to the City Council by a vote of 7 to 0; and

**WHEREAS**, the City Council subsequently held a duly noticed public hearing on February 3, 2015, and finds that the proposed amendments will not result in impacts on any infrastructure system that will exceed established level of service standards and is otherwise consistent with the goals, objectives, and policies of the Comprehensive Plan; and

**WHEREAS**, the City Council believes it is in the best interest of the public to amend the Comprehensive Plan to adopt the Work Plan and amendments to the Future Land Use, Infrastructure, Conservation, Intergovernmental Coordination, and Capital Improvement Elements of its Comprehensive Plan to strengthen coordination of water supply planning and local land use planning.

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

**Section 1.** The foregoing "Whereas" clauses are hereby ratified and incorporated as the legislative intent of this Ordinance.

**Section 2.** Pursuant to Section 163.3177, Florida Statutes, the City Council of the City of North Miami Beach, Florida, hereby amends the Future Land Use, Infrastructure, Conservation, Intergovernmental Coordination, and Capital Improvement Elements of the City's Comprehensive Plan by adopting the text amendments and the *City of North Miami Beach 10-Year Water Supply Facilities Work Plan* dated August 18, 2014, on first reading, attached hereto as Exhibit "A" and incorporated herein.

**Section 3.** The City Clerk is directed to transmit the adopted amendment to the State of Florida Department of Community Affairs and other agencies as provided under Chapter 163, Part II of the Florida Statutes.

**Section 4.** It is the intention of the City Council and it is hereby ordained that the amendments to the Comprehensive Plan made by this Ordinance shall become part of the Comprehensive Plan of the City of North Miami Beach.

**Section 5.** All ordinances or parts of ordinances and all resolutions or parts of resolutions in conflict with the provisions of this Ordinance are hereby repealed.

**Section 6.** The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

**Section 7. Effective Date.** This Ordinance shall be effective pursuant to Chapter 163, Part II of the Florida Statutes.

**APPROVED BY TITLE ONLY** on first reading this **3<sup>rd</sup> day of February, 2015.**

**APPROVED AND ADOPTED** on second reading this **16th day of June, 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

Note: Proposed additions to existing City Code text are indicated by underline.

<b>COUNCILPERSON</b>	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
Mayor George Vallejo				
Vice Mayor Marlen Martell				
Councilman Anthony DeFillipo				
Councilwoman Barbara Kramer				
Councilman Frantz Pierre				
Councilwoman Phyllis Smith				
Councilwoman Beth Spiegel				



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**

---

**TO:** Mayor and City Council  
**FROM:** Jose Smith, City Attorney  
**VIA:** Jose Smith, City Attorney  
**DATE:** Tuesday, June 16, 2015

---

**RE:** Ordinance No. 2015-8 (First Reading by Title Only)(Jose Smith, City Attorney)

---

**BACKGROUND ANALYSIS:** The City Code prohibits use of the official City Seal without express approval of the City Council. The present process for acquiring such approval for the use of the City Seal lacks efficiency. Providing the City Manager the authority to approve the use of the City Seal under certain limited circumstances would increase efficiency in the approval process. The current process requires approval for the City Council for usage of the City seal, which is unnecessarily cumbersome and notably inefficient. For many of the routine requests from nonprofits or governmental partners (e.g. state and community representatives), the City Manager is quite capable of authorizing usage of the City seal. To correct this inefficiency, and prohibit unauthorized use of city mark (e.g. City's logo), the office of the City Attorney has prepared this Ordinance, which amends the City Code to address the concerns expressed by Council and the City Manager's Office.

**RECOMMENDATION:** Approval is recommended.

**FISCAL/BUDGETARY  
IMPACT:**

---

**ATTACHMENTS:**

 [Ordinance No. 2015-8](#)

**ORDINANCE NO. 2015-8**

**AN ORDINANCE AMENDING CHAPTER 2, SECTION 2-73 OF THE CODE OF ORDINANCES OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, ENTITLED “USE OF THE CITY SEAL PROHIBITED”; PROVIDING FOR THE CITY MANAGER TO APPROVE THE USE OF THE CITY SEAL, LOGO AND NAME OF THE CITY AS A SPONSOR; PROVIDING FOR THE PROHIBITION OF THE UNAUTHORIZED USE OF THE CITY LOGO AND NAME AS A SPONSOR; PROVIDING FOR DEFINITIONS OF RELEVANT TERMS; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY, CODIFICATION AND FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of North Miami Beach (“City”) presently prohibits use of the official City Seal without express approval of the City Council; and

**WHEREAS**, the City restricts the use of the City Seal in certain circumstances, pursuant to Ordinance No. 2012-15; and

**WHEREAS**, the present process for acquiring such approval for the use of the City Seal lacks efficiency; and

**WHEREAS**, the City believes that providing the City Manager the power to approve use of the City Seal under certain limited circumstances would increase efficiency in the approval process; and

**WHEREAS**, the City Council finds that unauthorized use of the City logo and name as a sponsor presents the same issues as unauthorized use of the City Seal.

**NOW, THEREFORE,**

**BE IT ORDAINED** by the City Council of the City of North Miami Beach, Florida:

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

**Section 2.** Section 2-73 of the Code of Ordinances of the City of North Miami Beach, Florida entitled “Use of Official City Seal Prohibited”, is hereby amended to read as follows:

**Sec. 2-73 Unauthorized Use of City Seal, Logo and Name as a Sponsor Prohibited.**

a. Definitions. For purposes of this Section, the following definitions shall apply:

- i. The term “seal” shall mean the City’s official symbol, a copy of which is on file in the office of the City Clerk.
- ii. The term “logo” shall mean any identifying symbol of the City of North Miami Beach that it is or was previously approved by the City Council or the City Manager, a copy of which are on file in the office of the City Clerk.
- iii. The term “sponsor” means using the name of the City in a way that expressly or impliedly creates the perception that the City, or some department thereof, is involved in, endorses, or supports in any way, a person or entity in any pursuit, activity, or thing of any kind whatsoever, including but not limited to causes or events.
- iv. The term “city marks” shall mean the City seal, logo and badge.

~~a.b.~~ Prohibition. It shall be unlawful for any person or ~~company~~ entity to manufacture, use, or display any facsimile or reproduction of the City seal, logo, or name as a sponsor, except by City officials or employees in the performance of their official duties, without the express approval of the City Council. The City Manager may authorize the use of city marks for activities sponsored by governmental or non-profit entities.

~~b.c.~~ Penalty. Pursuant to §165.043, Florida Statutes, ~~Any violation of manufacturing, using or displaying the City seal of this Section, as outlined in subsection ab. and~~ shall be punishable as provided in Sections 775.082 or 775.083 of the Florida Statutes and shall be a second degree misdemeanor.

d. License for use. The City may enter into an agreement with any person or entity for the use of the City’s official seal, logo, or name as a

sponsor, for commercial purposes, provided such agreement is in writing and authorized by a duly adopted resolution of the City Council.

**Section 3. Conflict.** All ordinances or parts of ordinances in conflict herewith are hereby repealed.

**Section 4. Severability.** If any section, subsection, clause or provision of this ordinance is held invalid the remainder shall not be affected by such invalidity.

**Section 5. Inclusion in the City Code.** It is the intention of the City Council of the City of North Miami Beach and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of North Miami Beach, Florida. The Sections of this Ordinance may be renumbered or re-lettered to accomplish this intention and the word “Ordinance” may be changed to “Section”, “Article” or other appropriate word as the codifier may deem fit.

**Section 6. Effective Date.** This Ordinance shall be effective upon passage by the City Commission on second reading.

**APPROVED BY TITLE ONLY** on first reading this 16th day of June, 2015.

**APPROVED AND ADOPTED** on second reading this \_\_\_\_ day of July, 2015.

**ATTEST:**

\_\_\_\_\_  
**PAMELA L. LATIMORE**  
**CITY CLERK**  
**(CITY SEAL)**

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

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

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

**Sponsored by: Mayor and City Council**





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**

---

**TO:** Mayor and City Council  
**FROM:** Ana Garcia, City Manager  
**VIA:** Jose Smith, City Attorney  
**DATE:** Tuesday, June 16, 2015

---

**RE:** Ordinance No. 2015-9 (First Reading by Title Only) (Jose Smith, City Attorney)

---

**BACKGROUND ANALYSIS:** On February 26, 2015, the City Council requested that a new Charter Review Committee be established for the purpose of reviewing the existing Charter and the Proposed Charter presented to the City Council on November 18, 2014 and February 26, 2015.

Upon review of the existing code provisions governing the Charter Review Committee, the City Attorney's Office determined that an amendment to Section 2-44 of the Code of Ordinances was required to correct certain language and to provide that the term of appointment and duties shall be as prescribed by a Resolution of the City Council.

**RECOMMENDATION:** Approval is recommended.

**FISCAL/BUDGETARY  
IMPACT:**

---

**ATTACHMENTS:**

 [Ordinance No. 2015-9](#)

**ORDINANCE NO. 2015-9**

**AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AMENDING CHAPTER II OF THE CITY OF NORTH MIAMI BEACH CODE OF ORDINANCES ENTITLED “STRUCTURE OF CITY GOVERNMENT,” SECTION 2-44, ENTITLED “CHARTER REVIEW COMMITTEE” SPECIFICALLY AMENDING HOW THE COMMITTEE IS ESTABLISHED, THE DUTIES, AND SECRETARIAL SERVICE; PROVIDING FOR REPEALER; SEVERABILITY; CODIFICATION; AND FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Council desires to establish a Charter Review Committee for the purpose of reviewing the Proposed Draft Charter presented at the November 18, 2014, Charter Review Workshop; and

**WHEREAS**, Chapter 2, Article VII, Section 2-44 of the North Miami Beach Code of Ordinances establishes a Charter Review Committee, sets forth the commencement, the term of office, the duties, quorum, compensation, and interpretation; and

**WHEREAS**, the Mayor and the City Council wish to amend the City Code to allow for the commencement, term, and duties of the Charter Review Committee to be determined by a Resolution; and

**WHEREAS**, the Mayor and City Council have determined it is in the best interest of the public health, safety, and welfare of the City to amend the code provisions regulating the Charter Review Committee.

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

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

**Section 2: Code Amendment.** That Chapter II of the Code of the Ordinances of the City of North Miami Beach, entitled “Structure of City Government” is hereby amended as follows:

\*\*\*

## **2-44 - CHARTER REVIEW COMMITTEE.**

### **2-44.1 Established.**

There is hereby created and established a Charter Review Committee, which Committee shall consist of seven (7) appointed members. Each of the seven (7) Councilpersons shall appoint one (1) member to the Charter Review Committee and the appointment shall be approved by the Mayor and City Council. Each member of the Charter Review Committee shall sit as one particular Councilperson's appointee. All members of the Committee shall be residents of the City of North Miami Beach. All terms shall ~~be commence on November 15~~ determined by a Resolution of the City Council. ~~and all appointments shall be for a one (1) year term, or until final approval of the Committee's recommendations by the City Council, whichever occurs first.~~ The members of the Committee shall elect a chairperson and a vice-chairperson from its members. A Charter Review Committee shall be appointed no less than once every ten (10) years.

### **2-44.2 Duties.**

~~The Committee shall make a study of such portions of the City Charter as shall be brought to its attention by the Council, the City Manager, or the City Attorney as being ambiguous, unclear or not in the best interests of efficient economical operation of the City, and shall make recommendations for revisions of or amendments to the Charter as may appear necessary to assure the people of North Miami Beach that the Charter will be responsive to their interests. The duties of the Committee shall be prescribed by Resolution.~~

\*\*\*

### **2-44.4 Compensation; Secretarial Service.**

The Committee shall serve without compensation, but the ~~City Manager~~ City Clerk shall make available to it such secretarial services as may be budgeted for that purpose and essential to the performance of its functions.

\*\*\*

**Section 3. Severability.** The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall be held invalid by a court of competent jurisdiction, the remainder shall not be affected by such invalidity.

**Section 4. Repealing Clause.** All other City ordinances and resolutions or parts thereof

in conflict with the provisions of this Ordinance are hereby superseded and repealed.

**Section 5. Codification.** It is the intention of the City Council of the City of North Miami Beach and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of North Miami Beach, Florida. The Sections of this Ordinance may be renumbered or relettered to accomplish this intention and the word “Ordinance” may be changed to “Section,” “Article” or other appropriate word as the codifier may deem fit.

**Section 6. Effective Date.** This Ordinance shall be effective upon its adoption by the City Council.

**APPROVED BY TITLE ONLY** on first reading this 16th day of June, 2015.

**APPROVED AND ADOPTED** on second reading this \_\_\_\_ day of \_\_\_\_, 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 & Council

Note: Proposed additions to existing City Code text are indicated by underline.



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](#)

---

**TO:** Mayor and City Council  
**FROM:** Ana M. Garcia, City Manager  
**VIA:** Carlos M. Rivero, City Planner  
**DATE:** Tuesday, June 16, 2015

---

**RE:** Ordinance No. 2015-10 Banner Sign Bonds(First Reading by Title Only) (Richard Lorber, Assistant City Manager)

---

### **BACKGROUND ANALYSIS:**

The North Miami Beach Zoning and Land Development Code specifies that an applicant requesting a temporary special event or banner sign is required to post a bond however, there have been concerns over the effectiveness, necessity, and zoning practice of requesting applicants to post such bonds while applying for a temporary special event or banner sign. Adjusting the method of the temporary special and banner sign requirements will reduce the initial permitting fee and allow applicants to readily apply for a permit. As determined by staff, there is no evidence that the posting of such bonds encourages the removal of temporary signs on or before the established expiration date or serves as a deterrent to violation of any permit conditions. Considerable staff time is required to receive; process the bond posted, and release the bond after a post-activity inspection is conducted on the property where the temporary sign is displayed. The proposed amendment achieves the intent of the bond to assure removal of temporary special event and banner signs by assigning responsibility for removal to the property owner and/or applicant and establishes failure to remove the sign as a Zoning Ordinance Violation, which will be handled by Code Compliance. In accordance with Article VIII, Section 24-140 entitled "Purpose" the North Miami Beach Zoning Department determines that to continually ensure the fair and consistent enforcement of sign regulations an amendment is necessary.

**RECOMMENDATION:**

Staff recommends approval of an ordinance to amend Article VIII, Section 24-147.2 entitled "Temporary Signs Allowed," of the Zoning and Land Development Code by eliminating the requirement for an applicant to post bonds for temporary special event and banner signs and clarifying the frequency and number of signs allowed.

**FISCAL/BUDGETARY  
IMPACT:**

Reduction in administrative tasks involved in the collection and reimbursement of bond moneys.

---

**ATTACHMENTS:**

- ▢ [Staff Report](#)
- ▢ [PZB May 11, 2015 Minutes](#)
- ▢ [Sign Code Handout](#)
- ▢ [Ordinance No. 2015-10](#)



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

Planning and Zoning Department

## **City Council Staff Report**

**TO:** City Council

**FROM:** Carlos Rivero, City Planner

**DATE:** June 16, 2015

**P&Z ITEM #** 15-006

---

**RE:** Eliminating the requirement for an applicant to post bonds for temporary special event and banner signs and clarifying the frequency and number of signs allowed (first reading)

---

### *Request:*

The Planning and Zoning Department is requesting the approval of an ordinance to amend Article VIII, Section 24-147.2 entitled "Temporary Signs Allowed," of the Zoning and Land Development Code by eliminating the requirement for an applicant to post bonds for temporary special event and banner signs and clarifying the frequency and number of signs allowed. The proposed article amendment is as follows:

### **ARTICLE VIII. – SIGNS**

#### **Sec. 24-147.2 – Temporary Signs Allowed**

\* \* \*

#### *(C) Special Event Signs.*

(1) Special event signs, may be permitted upon application to the City Manager or his designee for a specified purpose and for a period of time not to exceed sixty (60) days prior to the special event to which they relate.

(2) The maximum allowable sign area of a special event sign shall be determined by the City Manager or designee, and shall be in proportion to the building and/or zone lot upon which it will be located, but in no event shall the maximum sign area exceed forty-five (45) square feet.

(3) In granting an application for a special event sign, the City Manager or designee may place reasonable restrictions upon the size, type, color, location and other characteristics of such sign, in furtherance of the purposes set forth in Section 24-140 of this article.

(4) A special event permit shall expire in sixty (60) calendar days, or on such earlier event ending date as may be prescribed in the permit. Special event signs for recognized international, national, or local holidays shall not be displayed more than ten (10) calendar days following the date of the holiday. Special sales events must have stated beginning and ending dates placed on the permit application by the applicant, which time period shall not exceed sixty (60) calendar days.

(5) Three (3) special event signs ~~per street frontage~~ are permitted per calendar year; ~~and no more than three (3)~~ only one (1) special event signs may be displayed toward any one (1) street frontage at any one (1) time.

(6) A person who wishes to use special event signs must:

(a) File an application prior to the special event with the Community Development Department of North Miami Beach which includes an authorization for City representatives to enter into the property on which the Banner Sign and other displays, are located after the permitted time period to remove said Special Event display, if the applicant has failed to remove same as required; and

(b) Pay the special event permit sign fee of fifty dollars (\$50.00) or, if necessary, an after the fact permit sign fee of one hundred dollars (\$100.00.); ~~and~~

~~(c) Post a cash bond in the amount of two hundred dollars (\$200.00) with the Community Development Department of North Miami Beach after obtaining permission from the City Manager or designee to display these signs and other displays, but before actually displaying same in the City; and~~

~~(d) Execute a document giving permission to City representatives to enter into the property on which the Banner Sign and other displays, are located after the permitted time period to remove said Special Event display, if the applicant has failed to remove same as required; and~~

~~(e) Contact the Community Development Department at the prescribed date and time in order to claim the bond refund.~~

(7) Failure to remove the special event banner, signs, or other displays immediately AND to contact the Community Development Department at the time period granted shall result in ~~the forfeiture of the bond posted, regardless of the number of Special Event Signs, banners, or displays remaining. Said forfeiture shall be automatic and without notice.~~ a citation issued by Code Compliance.

\* \* \*

(E) *Banner Signs Other Than Special Event Signs.*

(1) *Banner Signs Permitted, Duration, Number, and Sign Area Limited.*

(a) Banner signs other than special event signs may be permitted upon application to the City Manager or his designee for a specified purpose and permitted to be displayed for a period of time not to exceed ninety (90) calendar days from the date the permit authorizing banner sign is issued.

(b) Only two (2) banner sign permits for banner signs other than special event signs may be issued to the same business at the same location during any three hundred sixty-five (365) calendar day time period starting at the date the first such permit is issued.

(c) Banner signs shall not exceed a maximum sign area of forty-five (45) square feet.



- (d) No more than ~~three (3)~~ one (1) banner signs shall be permitted per street frontage.
- (e) Permits shall not be issued for businesses that have no street frontage located within a mall, nonresidential condominium, shopping center, office building or complex, or similar building or planned development without written consent from the building or planned development owner or owners' association, as appropriate, allowing the placement of a banner sign at the location requested within the permit application.
- (f) Permits for banner signs shall include the expiration date of the permit. After the expiration date a new permit is required for any banner signs allowed by this Section 24-147.2(E). The applicant shall contact the Department of Community Development of the City of North Miami Beach to request an inspection at least five (5) business days before the date the banner sign is to be removed from the property.
- (g) The banner signs permitted by this Section 24-147.2(E) are not permitted to be displayed at the same time as the temporary signs for special events that are permitted by Section 24-147.2(C). Should a special event sign permit be in effect during the time a valid permit for banner signs is also in effect pursuant to this Section 24-147.2(E), either the special event signs or the banner signs may be displayed, but not both. The permit holder shall notify the Department of Community Development which signs he or she intends to display. If special event signs are displayed and the banner signs permitted by Section 24-147.2(E) are removed during the special event, the 90-day time period for the display of the permitted banner signs shall be tolled until the banner signs are again placed on display. The expiration date of the banner sign permit shall be extended by letter from the Director of Community Development or his designee. The permit holder must notify the Department of Community Development in writing of the date the banner signs are removed, and the date the display of the banner signs is resumed. If the banner signs are not displayed prior to the end of the special event, the 90-day time limitation shall restart on the day after the expiration of the special event permit. If less than the maximum number of banner signs is displayed during a special event, so the total of permitted banner signs and permitted special event signs does not exceed ~~three (3)~~ one (1) signs per street frontage, the time period for display of banner signs shall not be tolled, and the banner sign permit shall not be extended. To this end, the signs displayed for the special event shall be considered to be only those signs that contain language promoting the special event, all other signs shall be treated as banner signs subject to permitting as required by Section 24-147.2(E).
- (2) In granting an application for a banner sign, the City Manager or designee may place reasonable restrictions upon the size, type, color, location and other characteristics of such sign, in furtherance of the purposes set forth in Section 24-140 of this article.
- (3) A person who wishes to use banner signs must:
- (a) File an application prior to the display of the banner sign with the Community Development Department of the City of North Miami Beach which includes an authorization for City representatives to enter into the property on which the banner sign(s), is (are) located after the time period to remove said banner sign(s), if the applicant has failed to remove same as required; and
  - (b) Pay the banner sign permit fee of fifty (\$50.00) dollars or, if necessary, an after the fact banner sign permit fee of one hundred (\$100.00) dollars; ~~and~~

~~(c) Post a cash bond in the amount of two hundred (\$200.00) dollars with the Community Development Department of the City of North Miami Beach after obtaining permission from the City Manager or designee to display these signs, but before actually displaying same in the City; and~~  
~~(d) Execute a document giving permission to City representatives to enter into the property on which the banner sign(s), is (are) located after the permitted time period to remove said banner sign(s), if the applicant has failed to remove same as required; and~~  
~~(e) Contact the Community Development Department at the prescribed date and time in order to claim the bond refund.~~

(4) Failure to remove the banner sign(s) immediately and to contact the Community Development Department by the date and time prescribed in the banner sign permit near the expiration of the banner sign display period granted shall result in ~~the forfeiture of the bond posted, regardless of the number of banner signs remaining. Said forfeiture shall be automatic and without notice.~~ a citation issued by Code Compliance.

*Background:*

The North Miami Beach Zoning and Land Development Code specifies that an applicant requesting a temporary special event or banner sign is required to post a bond however, there have been concerns over the effectiveness, necessity, and zoning practice of requesting applicants to post such bonds while applying for a temporary special event or banner sign. Adjusting the method of the temporary special and banner sign requirements will reduce the initial permitting fee and allow applicants to readily apply for a permit. As determined by staff, there is no evidence that the posting of such bonds encourages the removal of temporary signs on or before the established expiration date or serves as a deterrent to violation of any permit conditions. Considerable staff time is required to receive; process the bond posted, and release the bond after a post-activity inspection is conducted on the property where the temporary sign is displayed. The proposed amendment achieves the intent of the bond to assure removal of temporary special event and banner signs by assigning responsibility for removal to the property owner and/or applicant and establishes failure to remove the sign as a Zoning Ordinance Violation, which will be handled by Code Compliance. In accordance with Article VIII, Section 24-140 entitled "Purpose" the North Miami Beach Zoning Department determines that to continually ensure the fair and consistent enforcement of sign regulations an amendment is necessary.

*Planning and Zoning Department Recommendation:*

Staff recommends approval of an ordinance to amend Article VIII, Section 24-147.2 entitled "Temporary Signs Allowed," of the Zoning and Land Development Code by eliminating the requirement for an applicant to post bonds for temporary special event and banner signs and clarifying the frequency and number of signs allowed.

**SUBMITTAL HISTORY:**

**PLANNING & ZONING BOARD, unanimous 7-0 vote (May 11, 2015)**

**CITY COUNCIL, FIRST READING (June 16, 2015)**

**ADVERTISEMENT HISTORY:**

4/30/2015



**Title:**

**Category:** Hearings

**Adnumber:** 2434449

CITY OF NORTH MIAMI BEACH NOTICE OF PUBLIC HEARING DATE/TIME: Monday, May 11, 2015, 6:00 P.M.  
LOCATION: North Miami Beach City Hall, 2nd Floor, City Council Chambers 17011 NE 19th Avenue, North Miami Beach, FL 33162 PUBLIC NOTICE is hereby given that the City of North Miami Beach Planning and Zoning Board shall consider the following public hearing item: Zoning and Land Development Code Amendment — North Miami Beach, FL: AN ORDINANCE OF THE MAYOR AND CITY COUNCIL AMENDING CHAPTER XXIV, OF THE CODE OF THE ORDINANCES OF THE CITY OF NORTH MIAMI BEACH, FLORIDA BY AMENDING ARTICLE VIII, SECTION 24-147.2 ENTITLED "TEMPORARY SIGNS ALLOWED" BY ELIMINATING THE REQUIREMENT FOR AN APPLICANT TO POST BONDS FOR TEMPORARY SPECIAL EVENT AND BANNER SIGNS AND CLARIFYING THE FREQUENCY AND NUMBER OF SIGNS ALLOWED; PROVIDING FOR THE REPEAL OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH; PROVIDING FOR SEVERABILITY; CODIFICATION; AND FOR AN EFFECTIVE DATE. All interested parties are invited to attend and participate in the Public Hearing(s). The items are on file and available for examination at the Community Development Department, 17050 N.E. 19 Avenue, North Miami Beach, Florida 33162-3194, Monday through Friday 8:00AM-5:00PM. Questions and written comments can be directed via email to [nmbcomdev@citynmb.com](mailto:nmbcomdev@citynmb.com), FAX - 305.957.3517, or mail to the above address or by calling 305.948.2966. Upon recommendation by the Board, the items will be scheduled for City Council consideration. 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. Should any person desire to appeal any decision of the Board with respect to any matter considered at this meeting, that person must insure that a verbatim record of the proceedings is made, including all testimony and evidence upon which any appeal may be based (See Florida Statutes 286.0105). In accordance with the Americans with Disabilities Act, persons needing special accommodation to participate in this proceeding should contact the City Clerk no later than two (2) days prior to the proceeding. Telephone 305.787.6001 for assistance, if hearing impaired, telephone our TDD line 305.948.2909 for assistance. 4/30 15-3-189/2434449M

6/4/2015



**Title:**

**Category:** Hearings

**Adnumber:** 2447931

CITY OF NORTH MIAMI BEACH NOTICE OF PUBLIC HEARING DATE/TIME: Tuesday, June 16, 2015, 7:30 P.M.  
LOCATION: North Miami Beach City Hall, 2nd Floor, City Council Chambers 17011 NE 19th Avenue, North Miami Beach, FL 33162 PUBLIC NOTICE is hereby given that the City of North Miami Beach City Council shall consider the following public hearing item: Zoning and Land Development Code Amendment — North Miami Beach, FL: AN ORDINANCE OF THE MAYOR AND CITY COUNCIL AMENDING CHAPTER XXIV, OF THE CODE OF THE ORDINANCES OF THE CITY OF NORTH MIAMI BEACH, FLORIDA BY AMENDING ARTICLE VIII, SECTION 24-147.2 ENTITLED "TEMPORARY SIGNS ALLOWED" BY ELIMINATING THE REQUIREMENT FOR AN APPLICANT TO POST BONDS FOR TEMPORARY SPECIAL EVENT AND BANNER SIGNS AND CLARIFYING THE FREQUENCY AND NUMBER OF SIGNS ALLOWED; PROVIDING FOR THE REPEAL OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH; PROVIDING FOR SEVERABILITY; CODIFICATION; AND FOR AN EFFECTIVE DATE. All interested parties are invited to attend and participate in the Public Hearing(s). The items are on file and available for examination at the Community Development Department, 17050 N.E. 19 Avenue, North Miami Beach, Florida 33162-3194, Monday through Friday 8:00AM-5:00PM. Questions and written comments can be directed via email to [nmbcomdev@citynmb.com](mailto:nmbcomdev@citynmb.com), FAX - 305.957.3517, or mail to the above address or by calling 305.948.2966. Upon recommendation by the Board, the items will be scheduled for City Council consideration. 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. Should any person desire to appeal any decision of the Board with respect to any matter considered at this meeting, that person must insure that a verbatim record of the proceedings is made, including all testimony and evidence upon which any appeal may be based (See Florida Statutes 286.0105). In accordance with the Americans with Disabilities Act, persons needing special accommodation to participate in this proceeding should contact the City Clerk no later than two (2) days prior to the proceeding. Telephone 305.787.6001 for assistance, if hearing impaired, telephone our TDD line 305.948.2909 for assistance. 6/4 15-152/2447931M



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

---

## **COMMUNITY DEVELOPMENT DEPARTMENT**

### **PLANNING & ZONING BOARD MEETING**

#### **MONDAY, MAY 11, 2015**

#### **Attendees:**

##### **Members -**

Chair Evan Piper

V. Chair Julian Kreisberg

Joseph Litowich

Michael Mosher

Saul Smukler

Hector Marrero (left at 7:16 p.m.)

Jeffrey Lynn

Carlos Rivero, City Planner

Richard Lorber, Assistant City Manager

Sarah Johnston, Assistant City Attorney

Giselle Deschamps, Assistant Planner

Lisa Edmondson/Prototype, Inc., Board Clerk

#### **1. Pledge of Allegiance**

Chair Piper called the meeting to order at 6:13 p.m. The Pledge of Allegiance was recited.

#### **2. Roll Call of Board Members**

Roll was called. It was noted that a quorum was present.

#### **3. Approval of Minutes - Meeting of Monday, February 9, 2015**

**Motion** made by Vice Chair Kreisberg, seconded by Mr. Marrero, to approve the minutes of the February 9, 2015, meeting. In a voice vote, the motion passed unanimously.

#### **4. Public Hearing Procedures**

Chair Piper administered the oath for any members of the public wishing to speak during the meeting. He instructed them to sign in as well.

#### **5. Old Business**

- Item 14-021(A): Comprehensive Plan Text and Future Land Use Map Amendment (creation of mixed use districts). Approved by City Council on 2nd Reading on Tuesday, March 17, 2015.



- Item 14-021(B): Zoning and Land Development Code Text and Map Amendment (creation of mixed use districts). Approved by City Council on 2<sup>nd</sup> Reading on Tuesday, March 17, 2015.

## **6. New Business**

### **Item 15-001: Conditional Use and Site Plan Approval – 152 NW 168 Street, North Miami Beach, FL:**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, GRANTING CONDITIONAL USE AND SITE PLAN APPROVAL, IN ACCORDANCE WITH SECTION 24-52(C) OF THE NORTH MIAMI BEACH CODE OF ORDINANCES FOR THE CONSTRUCTION AND OPERATION OF A PROPOSED NON-RESIDENTIAL DRUG AND ALCOHOL REHABILITATION SERVICE IN AN EXISTING OFFICE BUILDING, ON PROPERTY LEGALLY DESCRIBED AS LOTS 9 THROUGH 20, BOTH INCLUDED, IN BLOCK 12 OF OLETA TERRACE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 8, AT PAGE 117, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA ALSO KNOWN AS 152 NW 168 STREET, NORTH MIAMI BEACH, FL.

Mr. Rivero provided a summary of the staff report for International City Building into the record. He noted it was advertised in the paper, posted on the property, and a courtesy notice mailed out to all living within 500 feet of the property.

Applicant Roland Faith, 16401 Northeast 32 Avenue, Aventura, (owner of the property) stated that he has been investing in North Miami Beach since 2010, mainly investing in foreclosed properties. He provided a brief history of the property. Mr. Faith said they have tried to comply with all negative aspects associated with drug and rehabilitation facilities.

Assistant City Manager Lorber read the list of seven voluntary conditions per the staff report (pp. 5-7).

Mr. Mosher asked if the clients currently being treated are from the area, and Mr. Faith said they are most likely being treated in Hollywood. The existing Hollywood facility wants to relocate to North Miami Beach. Mr. Faith stated he is the liaison with the operator of the facility. Since it is not a residential facility, Mr. Lorber pointed out that clients would generally be coming from the surrounding area.

Chair Piper established there was a halfway-type house associated with the program, (in Dania Beach) and the clients are bussed back and forth.

Mr. Smukler confirmed that the applicant would not pay all the fees stated in the fee schedule (p. 6), since this is a conditional use application in a business zoning district.

Mr. Faith said the facility is named Holistic Recovery Center. He added it has two stories of actual usable space and one story of parking. They have leased the third floor for doctors and medical technicians, who are aware of the proposed plans for the building. Vice Chair Kreisberg wondered why they chose this facility, and Mr. Faith

responded it allowed for expansion of treatment services. He clarified that the medical professionals on the third floor do not provide services to the clients.

Mr. Faith said he was the tenant as well as the owner of the property. He said all the voluntary conditions mentioned in the staff report would be included in the lease.

In response to a question about the scholarships, Mr. Lorber stated they have a similar scholarship program through the Parks and Recreation Department. He added they would ask for an annual or quarterly report from the tenant and determine the needs of the community. He did not think they would be involved in choosing the recipient, however.

Mr. Faith clarified that while the clients are within their care, they reside in a different place and receive services at the “outpatient center.” However, the facility is not open to the public – a client has to be part of the residential program. There are group sessions, team building exercises, and other activities to prepare them for rejoining the community.

Mr. Faith explained that a client usually comes to the facility from about 10:00 a.m. to 3:00 p.m., for a two-week period.

Chair Piper asked if the clients were free to enter and leave the building as they wish, and Mr. Faith replied they are the responsibility of the facility when they are in their care. The usual reason one would go outside would be to smoke a cigarette – there is a specified area for that. Mr. Faith continued that there is security in the lobby area near the elevators (on the ground floor); nobody goes in or out without a security guard. There is one staircase outside of the elevator area, but it is monitored with cameras. Food is brought in for lunch. It was established that the clients would not be walking around the area unsupervised.

The smoking area was shown on the diagram (legend #8) – it has two park benches and landscaping. The clients would normally come to the smoking area with a technician. There would not be any unattended clients in the smoking area.

Mr. Litowich remarked that he agrees in principle with the concept of a holistic center. Regarding the scholarships, he wondered if they would be targeted for North Miami Beach residents. Mr. Faith replied they plan to award them to established residents. Mr. Litowich asked who the principals were for the Holistic Resource Center; Mr. Faith responded there are two besides himself – Adam Adler and Daniel Shiff. They are involved in the other facility in Hollywood; it was unknown if they had come before the Board before.

Mr. Litowich asked if the one stairwell doorway could be alarmed, and Mr. Faith felt it could be done. Mr. Litowich also wondered if the smoking area could be moved closer

to the building. Mr. Faith said they were considering fire and safety when they selected its position; he said he could review that.

In response to a question about what the average length of treatment would be, Mr. Faith said it was two weeks, but the clients are free to choose the length of their treatment. He believed that two weeks, however, was optimum. Mr. Faith said that none of his clients are court-ordered, since they are voluntary. Advertising is through their website.

Mr. Smukler established that they built out the second and third floor; the tenants on the third floor are within the permitted use.

Mr. Lorber pointed out the police conditions on p. 4-7; the owner has to provide a photometric plan, and the lighting will be appropriate. It was brought up that the plans did specify LED lighting. Mr. Faith explained that although the recovery program is during daylight hours, other tenants may be using the building at other hours.

Chair Piper confirmed that the owner would be agreeable to putting a panic alarm on the second floor door to the stairwell. The alarm would not prevent anyone from leaving, but would sound an alarm if the door opened. Chair Piper said that would not be counted as one of the voluntary conditions.

Chair Piper asked who would monitor the security camera system, and Mr. Faith replied that security personnel would be on the premise 24 hours a day. The cameras would monitor the egress and ingress (stairwells, lobby, parking lot elevator area, second floor elevator area, etc.). The security guard will sit at a desk during the daytime, but be roving at night.

Regarding the police substation, Mr. Faith noted they offered to provide the space, and it has been discussed with a representative from the Police Department. The exact location is not yet established.

Chair Piper noted that if nobody is accountable for the scholarship program, he felt the program might "go away." Mr. Rivero commented he would discuss it with the Chief of Police, thinking it might be handled through that Department.

Assistant City Attorney Johnston thought they could expand the language to include the Police Department or different departments and how the scholarship program would be managed. She said they would explore other ways of tying in conditional use approval subject to review.

Chair Piper wanted the City Commission to be able to see there would be accountability. Ms. Johnston responded that she and the Planner will speak with different departments to see who would manage the scholarship program and add that language in. Chair Piper thought the onus was on the City, not the applicant.



At this time Chair Piper opened the meeting for public comment.

Muriel Kemp, 1479 Northeast 178 Street, North Miami Beach, confirmed that 48 people per day was the maximum number who would be treated. She wondered how many were in the same neighborhood; Mr. Faith replied 20 at this time. The clientele would include men and women over the age of 18.

Mr. Faith clarified there would be two shifts: morning and afternoon, but it would be comprised of the same clients. The Dania Beach facility has the capacity for 48 clients.

Ms. Kemp asked if the facility would be for both alcohol and drug programs, and Mr. Faith replied affirmatively. The average time is two weeks, but that is not set.

Ms. Kemp also confirmed that the clients are covered by insurance, and no one is paying privately. The daily rate of the program (for scholarship purposes) would be roughly \$500 per day. Ms. Kemp spoke on the advantages of a 12-step program.

Ms. Kemp recommended that somebody ensure that the area where the clients are housed has not experienced any problems due to them. She also wanted to know if the managers (operators) of the program were in recovery; Mr. Faith replied negatively. He said the therapists all have their own history, and they do not question that other than that they have a professional background. There will be no drugs on the premises.

Richard Riess, 23 Northwest 169 Street, stated he lives nearby. He recalled a drug clinic that used to be in the area, but was closed down by the Police Department. He said the area is residential and full of children, and he wants to protect them. Mr. Riess did not believe any of the promises made by the developers of such facilities. He also felt the hearing was not noticed properly.

At this time Chair Piper closed the meeting for public comment.

Mr. Faith emphasized the facility is not a “drug center” – it is a rehab center; he reiterated there will not be any drugs at the facility.

Mr. Mosher asked about the credentials of the therapists. Mr. Faith said everybody is licensed/certified professionally.

Mr. Litowich asked if Mr. Faith was aware of any other cities that Mr. Adler and Mr. Shiff may have applied to for such facilities. Mr. Faith said this was the only one.

Mr. Rivero stated the Planning and Zoning Department recommends approval of the conditional use subject to the (voluntary) conditions listed on the staff report and the additional condition suggested by this Board regarding the alarm on the second floor door to stairs.

Chair Piper requested that voluntary condition #17 be clarified to show there would be a security guard onsite 24/7 and also that the security cameras will be monitored by the guard at the onsite security station. He also wanted more detail on the Police substation.

Mr. Rivero stated he would update the Board with all revisions.

Chair Piper suggested that the City Commission have access to a police incident history report from the Holistic Recovery Center in Hollywood (7709 Davie Road Extension). Mr. Rivero said he would make that another suggestion from the Board.

Chair Piper added that all the conditions have been accepted by the applicant.

**Motion** made by Vice Chair Kreisberg, seconded by Mr. Lynn, to approve Item 15-001, Conditional Use Approval, with all of the conditions stated on the Staff Report, the Voluntary Conditions, and the additional conditions the Board has discussed and staff has agreed to and the applicant has agreed to. In a roll call vote, the **motion** passed 7-0.

<b>Chair Evan Piper</b>	<b>Yes</b>
<b>Joseph Litowich</b>	<b>Yes</b>
<b>Julian Kreisberg</b>	<b>Yes</b>
<b>Saul Smukler</b>	<b>Yes</b>
<b>Michael Mosher</b>	<b>Yes</b>
<b>Hector Marrero</b>	<b>Yes</b>
<b>Jeffrey Lynn</b>	<b>Yes</b>

Mr. Marrero left the meeting at 7:16 p.m.

**Item 15-006- Zoning and Land Development Code Amendment – North Miami Beach, FL:**

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL AMENDING CHAPTER XXIV, OF THE CODE OF THE ORDINANCES OF THE CITY OF NORTH MIAMI BEACH, FLORIDA BY AMENDING ARTICLE VIII, SECTION 24-147.2 ENTITLED "TEMPORARY SIGNS ALLOWED" BY ELIMINATING THE REQUIREMENT FOR AN APPLICANT TO POST BONDS FOR TEMPORARY SPECIAL EVENT AND BANNER SIGNS AND CLARIFYING THE FREQUENCY AND NUMBER OF SIGNS ALLOWED; PROVIDING FOR THE REPEAL OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH; PROVIDING FOR SEVERABILITY; CODIFICATION; AND FOR AN EFFECTIVE DATE.

Mr. Rivero stated that the banner issue was pointed out by the Assistant City Planners as a potential problem. He then introduced the amendment and reviewed the staff report. He elaborated that the City currently requires a \$200 bond to put up a sign, and there is too much paperwork involved for the City. They felt the bond is a burden on businesses, and also noted a lack of clarity in the Ordinance regarding the number and frequency of banners.

Mr. Lynn wondered what would happen if the business did not remove its banner in the prescribed time limit, and Mr. Rivero replied that Code Enforcement would remove it if it was not taken down.

Mr. Litowich was curious how it would affect flyers stapled to light poles; Mr. Rivero said such signs are illegal. The banners have to be attached to the façade of the building, and a sketch of the location has to be provided ahead of time.

Ms. Deschamps clarified that there is an “after-the-fact” fee for the banner – \$100 along with the \$50 permit fee. The time for a special event banner is 60 days, and 90 days for a banner that just has the location of the business. She added that most people comply with the time limit. Ms. Deschamps continued that a special event banner is usually for a grand opening.

Ms. Deschamps stated a very low percentage of the bonds are forfeited. The customers are given a 24-hour notice that their time is going to be up. If the banner is not taken down, the customer would receive a violation, which would be ordered through Code Compliance. Mr. Lorber said the amendment would streamline the process for staff so they could work on more important matters, and it is also business-friendly.

Ms. Deschamps estimated that roughly 30 or 40 banner permits were issued last year.

At this time Chair Piper opened the meeting for public comment.

Muriel Kemp, 1479 Northeast 178 Street, said that some schools allow businesses to put up banners on their fences. They pay the schools for that, but Greynolds Park School was recently told they could not do that. She expressed dismay over the loss of income for the schools. Mr. Lorber did not believe the City had the ability to prevent the school from doing that, and it was suggested that Ms. Kemp try to remediate the situation.

At this time Chair Piper closed the meeting for public comment.

**Motion** made by Vice Chair Kreisberg, seconded by Mr. Litowich, to approve Item 15-006, the ordinance on signs. In a roll call vote, the **motion** passed 6-0.

<b>Chair Evan Piper</b>	<b>Yes</b>
<b>Joseph Litowich</b>	<b>Yes</b>
<b>Julian Kreisberg</b>	<b>Yes</b>
<b>Saul Smukler</b>	<b>Yes</b>
<b>Michael Mosher</b>	<b>Yes</b>
<b>Hector Marrero</b>	<b>Absent</b>
<b>Jeffrey Lynn</b>	<b>Yes</b>

Mr. Rivero announced the next meeting would be June 8, 2015, noting he did not expect any projects.

**7. Public/Citizen Comments - none**

Chair Piper opened the public hearing. Hearing no comments, Chair Piper closed the public hearing.

**8. Adjournment**

Upon motion duly made and seconded, Chair Piper adjourned the meeting at 7:32 p.m.

[Minutes prepared by J. Rubin, Prototype, Inc.]

## Sign Regulations

## Approval process

## Real Estate Signs

(1) One (1) real estate sign per zone lot is permitted in all zoning districts subject to the following restrictions:

(a) The maximum sign area of each such sign shall not exceed the total square feet indicated for each district as set forth in this section.

(b) Each such sign shall be removed within ten (10) days after the property is sold and the transaction closing the sale is completed.

(c) No real estate sign may be illuminated.

(d) A second such sign may be permitted by the City Manager or designee based upon the size of the building or property, location of these signs and other pertinent factors.

**RS-1:** One sign not exceeding one hundred twenty (120) square inches per sign face stating only the words "for sale," and a telephone number, and the agent's name, if required by law. This sign may have two (2) faces placed back to back so that only one face may be seen from any direction. This sign may also have an attached sign rider or "hanger" no larger than three (3) inches by twelve (12) inches. This sign shall not be placed in the setback area. Waterfront properties shall be allowed two (2) such signs, one in the front of the property and one in the rear

**RS-2, RS-3, RS-4, RS-5, MH-1, RD:** 4.5 square feet

**RM: 19:** Townhouse and duplex properties shall be allowed to display one sign not exceeding one hundred twenty (120) square inches per sign face stating only the words "for sale," a telephone number, and the agent's name, if required by law. This sign may have two (2) faces placed back to back so that only one face may be seen from any direction. This sign may also have an attached sign rider or "hanger" no larger than three (3) inches by twelve (12) inches. This sign shall not be placed in the setback area. Waterfront properties shall be allowed two (2) such signs, one in the front of the property and one in the rear.

**RM: 23-RM: 32, CF, PUD Residential:** 9 square feet

**B-1, B-2, B-3, B-4, B-5, PUD Business and Office:** 16 square feet

No permit or fees required.

## Construction Project Signs

(1) One (1) construction project sign per zone lot is permitted in all zoning districts subject to the following restrictions:

(a) The maximum sign area of each such sign shall not exceed the total square feet indicated for each district as set forth in this section.

(b) Each such sign shall be located only on the zone lot on which the construction is occurring.

(c) Each such sign shall not be placed on the property prior to the issuance of the building permit and shall be removed prior to the issuance of the certificate of occupancy.

(d) No construction project sign may be illuminated.

**RS-1, RS-2, RS-3, RS-4, RS-5, MH-1, RD:** 12 square feet

**RM-19, RM-23, RM-32, CF, RO, PUD Residential:** 24 square feet

**B-1, B-2, B-3, B-4, B-5, PUD Business and Office:** 36 square feet

No permit or fees required.

## Special Event Signs

- Three (3) special event signs per street frontage are permitted per calendar year
- Only one (1) special event signs may be displayed toward one (1) street frontage at any one time instead of three (3) special event signs
- A special event permit shall expire in sixty (60) calendar days, or on such earlier event ending date as may be prescribed in the permit

- Complete Temporary Banner Sign Application
- Check made payable to the City of North Miami Beach for \$250.00 (ATF Fee \$100.00)
- Image of Banner attach to the application

**Permitted: Zoning Districts B-1, B-2, B-3, B-4, B-5, PUD Business**

## Banner Signs

- Complete Temporary Banner Sign

## Sign Regulations

## Approval process

- Only two (2) banner sign permits for banner signs other than special event signs may be issued to the same business at the same location during any three hundred sixty-five (365) calendar day time period starting at the date the first such permit is issued
- No more than three (3) banner signs shall be permitted per street frontage
- Banner permit expires after 90 days unless; applicant obtains a banner extension (second renewal or banner permit) which will result in a 90 day extension period. An applicant can file for two banner permits per the initial banner permit application.

**Permitted: Zoning Districts B-1, B-2, B-3, B-4, B-5, PUD Business**

## Application

- Check made payable to the City of North Miami Beach for \$250.00 (ATF Fee \$100.00)
- Image of Banner attach to the application

## Political Signs

**Residential Zoning Districts.** Temporary political signs shall not exceed six hundred sixteen (616) square inches per sign on any residential property. Furthermore, signs shall only be displayed with the consent of the owner or tenant. No more than one (1) sign per candidate per residential property shall be allowed, unless the property is on a corner, then the property may have up to two (2) signs per candidate. Double-sided signs shall be considered as one (1) sign. No sign shall exceed three (3) feet from the ground. The maximum height to the top of the sign, including posts, other sign membranes or appendages shall not be more than three (3) feet above the ground in residential areas.

**Nonresidential Districts.** Temporary political signs displayed in any nonresidential area shall not exceed sixteen (16) square feet per sign. A candidate for public office may display signs of a size not to exceed sixteen (16) square feet per sign on nonresidential private property with the consent of the owner or tenant. No more than one (1) sign per candidate per nonresidential private property shall be allowed, unless the property is on a corner. Corner properties may have up to two (2) signs per candidate. No more than twenty-five (25) signs of any size exceeding six hundred sixteen (616) square inches per sign per candidate shall be allowed in nonresidential areas citywide, including signs placed on nonresidential private property, bus benches, bus shelters or street furniture. Double-sided signs shall be considered as one (1) sign. No sign shall exceed six (6) feet from the ground. The maximum height to the top of the sign, including posts, other sign membranes or appendages shall not be more than six (6) feet above the ground in commercial areas.

- Every candidate for public office, except those who qualify to run by the alternative method, who wishes to display signs on real property located in the City of North Miami Beach must post a cash bond or a performance bond in the amount of two hundred fifty (\$250.00) dollars with the City of North Miami Beach before posting any such sign in the City. Failure to post a bond shall result in a citation being issued for fifty (\$50.00) per day against the candidate.
- No political sign shall be displayed, erected or installed prior to the March 1 immediately preceding any election which is the subject matter of such sign.
- Each and every sign posted by said candidate or his supporters must be removed within ten (10) days from the day of the election in which said candidate's victory or defeat is actually determined.
- For purposes of this chapter, each political candidate is responsible for each sign advertising his or her candidacy, regardless of who posted the sign or whether the sign is posted with authorization from the political candidate.
- Any violation of this section will result in the forfeiture of the bond posted, regardless of the number or size of signs remaining. Said forfeiture shall be automatic, without notice, on the eleventh day following the election in which the political candidate's victory or defeat is actually and finally determined for that election.

**ORDINANCE NO. 2015-10**

**AN ORDINANCE OF THE MAYOR AND CITY COUNCIL AMENDING CHAPTER XXIV, OF THE CODE OF THE ORDINANCES OF THE CITY OF NORTH MIAMI BEACH, FLORIDA BY AMENDING ARTICLE VIII, SECTION 24-147.2 ENTITLED "TEMPORARY SIGNS ALLOWED" BY ELIMINATING THE REQUIREMENT FOR AN APPLICANT TO POST BONDS FOR TEMPORARY SPECIAL EVENT AND BANNER SIGNS; PROVIDING FOR THE REPEAL OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH; PROVIDING FOR SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.**

**WHEREAS**, the North Miami Beach Zoning and Land Development Code specifies that an applicant requesting a temporary special event or banner sign is required to post a bond; and

**WHEREAS**, there have been concerns over the effectiveness, necessity, and the zoning practice of requesting applicants to post such bonds while applying for a temporary special event or banner sign; and

**WHEREAS**, adjusting the method of the temporary special and banner sign requirements will reduce the initial permitting fee and allow applicants to readily apply for a permit; and

**WHEREAS**, there is no evidence that the posting of such bonds encourages the removal of temporary signs on or before the established expiration date or serves as a deterrent to violation of any permit conditions; and

**WHEREAS**, considerable staff time is required to receive, process, post and release the bond when a temporary sign is displayed; and

**WHEREAS**, the proposed amendment achieves the intent of the bond requirement, to assure removal of temporary special event and banner signs, by assigning responsibility for

**ORDINANCE NO. 2015-10**

removal to the property owner and/or applicant and establishes a violation process for failure to remove the sign; and

**WHEREAS**, in accordance with Article VIII, Section 24-140 entitled “Purpose”, the City of North Miami Beach Community Development Department determines that to continually ensure the fair and consistent enforcement of sign regulations, an amendment is necessary.

**NOW, THEREFORE, BE IT ORDAINED** 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 of North Miami Beach Zoning and Land Development Code is amended as follows:

#### **ARTICLE VIII. – SIGNS**

##### **Sec. 24-147.2 – Temporary Signs Allowed**

\* \* \*

##### *(C) Special Event Signs.*

(1) Special event signs, may be permitted upon application to the City Manager or his designee for a specified purpose and for a period of time not to exceed sixty (60) days prior to the special event to which they relate.

(2) The maximum allowable sign area of a special event sign shall be determined by the City Manager or designee, and shall be in proportion to the building and/or zone lot upon which it will be located, but in no event shall the maximum sign area exceed forty-five (45) square feet.

(3) In granting an application for a special event sign, the City Manager or designee may place reasonable restrictions upon the size, type, color, location and other characteristics of such sign, in furtherance of the purposes set forth in Section 24-140 of this article.



(4) A special event permit shall expire in sixty (60) calendar days, or on such earlier event ending date as may be prescribed in the permit. Special event signs for recognized international, national, or local holidays shall not be displayed more than ten (10) calendar days following the date of the holiday. Special sales events must have stated beginning and ending dates placed on the permit application by the applicant, which time period shall not exceed sixty (60) calendar days.

(5) Three (3) special event signs per street frontage are permitted per calendar year; ~~and no more than three (3)~~ only one (1) special event signs may be displayed toward any one (1) street frontage at any one (1) time.

(6) A person who wishes to use special event signs must:

(a) File an application prior to the special event with the Community Development Department of North Miami Beach which includes an authorization for City representatives to enter into the property on which the Banner Sign and other displays, are located after the permitted time period to remove said Special Event display, if the applicant has failed to remove same as required; and

(b) Pay the special event permit sign fee of fifty dollars (\$50.00) or, if necessary, an after the fact permit sign fee of one hundred dollars (\$100.00); ~~and~~

~~(c) Post a cash bond in the amount of two hundred dollars (\$200.00) with the Community Development Department of North Miami Beach after obtaining permission from the City Manager or designee to display these signs and other displays, but before actually displaying same in the City; and~~

~~(d) Execute a document giving permission to City representatives to enter into the property on which the Banner Sign and other displays, are located after the permitted~~

~~time period to remove said Special Event display, if the applicant has failed to remove same as required; and~~

~~(e) Contact the Community Development Department at the prescribed date and time in order to claim the bond refund.~~

(7) Failure to remove the special event banner, signs, or other displays immediately AND to contact the Community Development Department at the time period granted shall result in ~~the forfeiture of the bond posted, regardless of the number of Special Event Signs, banners, or displays remaining. Said forfeiture shall be automatic and without notice.~~ a citation issued by Code Compliance.

\*

\*

\*

*(E) Banner Signs Other Than Special Event Signs.*

*(1) Banner Signs Permitted, Duration, Number, and Sign Area Limited.*

(a) Banner signs other than special event signs may be permitted upon application to the City Manager or his designee for a specified purpose and permitted to be displayed for a period of time not to exceed ninety (90) calendar days from the date the permit authorizing banner sign is issued.

(b) Only two (2) banner sign permits for banner signs other than special event signs may be issued to the same business at the same location during any three hundred sixty-five (365) calendar day time period starting at the date the first such permit is issued.

(c) Banner signs shall not exceed a maximum sign area of forty-five (45) square feet.

(d) No more than ~~three (3)~~ one (1) banner signs shall be permitted per street frontage.

(e) Permits shall not be issued for businesses that have no street frontage located within a mall, nonresidential condominium, shopping center, office building or complex, or

similar building or planned development without written consent from the building or planned development owner or owners' association, as appropriate, allowing the placement of a banner sign at the location requested within the permit application.

(f) Permits for banner signs shall include the expiration date of the permit. After the expiration date a new permit is required for any banner signs allowed by this Section 24-147.2(E). The applicant shall contact the Department of Community Development of the City of North Miami Beach to request an inspection at least five (5) business days before the date the banner sign is to be removed from the property.

(g) The banner signs permitted by this Section 24-147.2(E) are not permitted to be displayed at the same time as the temporary signs for special events that are permitted by Section 24-147.2(C). Should a special event sign permit be in effect during the time a valid permit for banner signs is also in effect pursuant to this Section 24-147.2(E), either the special event signs or the banner signs may be displayed, but not both. The permit holder shall notify the Department of Community Development which signs he or she intends to display. If special event signs are displayed and the banner signs permitted by Section 24-147.2(E) are removed during the special event, the 90-day time period for the display of the permitted banner signs shall be tolled until the banner signs are again placed on display. The expiration date of the banner sign permit shall be extended by letter from the Director of Community Development or his designee. The permit holder must notify the Department of Community Development in writing of the date the banner signs are removed, and the date the display of the banner signs is resumed. If the banner signs are not displayed prior to the end of the special event, the 90-day time limitation shall restart on the day after the expiration of the special event permit. If less than the

maximum number of banner signs is displayed during a special event, so the total of permitted banner signs and permitted special event signs does not exceed ~~three~~ (3) one (1) signs per street frontage, the time period for display of banner signs shall not be tolled, and the banner sign permit shall not be extended. To this end, the signs displayed for the special event shall be considered to be only those signs that contain language promoting the special event, all other signs shall be treated as banner signs subject to permitting as required by Section 24-147.2(E).

(2) In granting an application for a banner sign, the City Manager or designee may place reasonable restrictions upon the size, type, color, location and other characteristics of such sign, in furtherance of the purposes set forth in Section 24-140 of this article.

(3) A person who wishes to use banner signs must:

(a) File an application prior to the display of the banner sign with the Community Development Department of the City of North Miami Beach which includes an authorization for City representatives to enter into the property on which the banner sign(s), is (are) located after the time period to remove said banner sign(s), if the applicant has failed to remove same as required; and

(b) Pay the banner sign permit fee of fifty (\$50.00) dollars or, if necessary, an after the fact banner sign permit fee of one hundred (\$100.00) dollars; ~~and~~

~~(c) Post a cash bond in the amount of two hundred (\$200.00) dollars with the Community Development Department of the City of North Miami Beach after obtaining permission from the City Manager or designee to display these signs, but before actually displaying same in the City; and~~

~~(d) Execute a document giving permission to City representatives to enter into the property on which the banner sign(s), is (are) located after the permitted time period to remove said banner sign(s), if the applicant has failed to remove same as required; and~~  
~~(e) Contact the Community Development Department at the prescribed date and time in order to claim the bond refund.~~

(4) Failure to remove the banner sign(s) immediately and to contact the Community Development Department by the date and time prescribed in the banner sign permit near the expiration of the banner sign display period granted shall result in ~~the forfeiture of the bond posted, regardless of the number of banner signs remaining. Said forfeiture shall be automatic and without notice.~~ a citation issued by Code Compliance.

**Section 3.** The Director of Community Development is hereby directed to make all necessary changes to the City of North Miami Beach Zoning and Land Development Code to implement the intent of this Ordinance.

**Section 4.** All ordinances or parts of ordinances in conflict therewith be and the same are hereby repealed.

**Section 5.** If any section, subsection, clause or provision of this Ordinance is held invalid, the reminder shall not be affected by such invalidity.

**Section 6.** It is the intention of the City of North Miami Beach and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of North Miami Beach, Florida. The Sections of this Ordinance may be renumbered or relettered to accomplish this intention and the word Ordinance” may be changed to “Section”, “Article”, or other appropriate word as the Codifier may deem fit.

**APPROVED BY TITLE ONLY** on first reading this \_\_\_\_ day of \_\_\_\_\_, 2015.

**APPROVED AND ADOPTED** on second reading this \_\_\_\_ day of \_\_\_\_\_, 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

Note: Proposed additions to existing City Code text are indicated by underline.



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**

---

**TO:** Mayor and City Council  
**FROM:** Ana Garcia, City Manager  
**VIA:** Jose Smith, City Attorney  
Scott Dennis, Chief of Police  
**DATE:** Tuesday, June 16, 2015

---

**RE:** Ordinance No. 2015-11 (First Reading by Title Only)(Mayor George Vallejo)

---

### **BACKGROUND ANALYSIS:**

The attached proposed ordinance restricting the consumption of alcohol in public places within the city limits was drafted at the request of the Mayor to address the absence of regulation in the City's Code of Ordinances concerning public consumption of alcoholic beverages.

This ordinance would amend Chapter IX, "Offenses and Miscellaneous Provisions" to create section 9-33, prohibiting the consumption of alcohol in public places by declaring it unlawful to consume alcoholic beverages on public property, requiring food and convenience store proprietors to post signs advising that consumption of alcoholic beverages within 100 feet of the store is unlawful, and providing criminal and civil penalties for violations of the provisions of the ordinance. Exemptions to the prohibition are provided as may be authorized by the City for special events or under a written contract with the City within licensed premises designated by the City. The ordinance can be enforced by issuing a citation (i.e. misdemeanor) or via administrative remedies (where City issues administrative fines).

An open container ordinance is needed because there is no state statute prohibiting public consumption of alcoholic beverages; Florida Statute section [316.1936](#) prohibits possession of open containers of alcoholic beverages in vehicles only. The City currently has only an ordinance prohibiting disorderly

intoxication, under section 9-9, providing that:

*No person in the City of North Miami Beach shall be intoxicated and endanger the safety of another person or property, and no person in the City of North Miami Beach shall be intoxicated or drink any alcoholic beverage in a public place or in or upon any public conveyance and cause a public disturbance.*

**RECOMMENDATION:**

The citizens, the community and the North Miami Beach Police Department would greatly benefit from the addition of an open container ordinance.

The prohibition against drinking and consumption of alcoholic beverages in the City will improve the public health, welfare and quality of life of the residents of the City while recognizing that subject to reasonable conditions and the fulfillment of licensing requirements, consumption of alcohol as may be authorized from time to time by the City can occur without causing a disturbance to the community.

The ordinance would act as a tool for police and code compliance officers to use direct enforcement to deter unwanted loitering, and the noise, disturbance, accumulations of trash and other harmful activities associated with people using the City's parks and public places to drink alcoholic beverages, keeping the City's public areas cleaner, safer, and more inviting.

**FISCAL/BUDGETARY  
IMPACT:**

None.

---

**ATTACHMENTS:**

▣ [Ordinance 2015-11](#)



## **ORDINANCE NO. 2015-11**

**AN ORDINANCE AMENDING CHAPTER IX OF THE CODE OF THE ORDINANCES OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, ENTITLED “OFFENSES AND MISCELLANEOUS PROVISIONS,” TO CREATE SECTION 9-33, ENTITLED “SALE, POSSESSION OR CONSUMPTION OF ALCOHOLIC BEVERAGES IN OPEN CONTAINERS IN PUBLIC PLACES”; PROVIDING DEFINITIONS, EXCEPTIONS, ENFORCEMENT AND PENALTIES; PROVIDING FOR SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.**

**WHEREAS**, it is found that without proper limitation and regulation, the sale, possession or consumption of open containers of alcoholic beverages in public areas within the City limits, is contrary to the public health, safety, and welfare of the City’s residents, business owners and others because such activity contributes to the

- (i) accumulation of discarded containers and trash on such property;
- (ii) disturbance of the peace and tranquility of the public and neighborhoods of the City and orderly operation of legitimate businesses;
- (iii) increased threat to the quality of life, public health and safety, incidence of crime, and the creation of excessive noise and nuisance; and

**WHEREAS**, the City Council finds that the passage of this Ordinance regulating the sale, possession and consumption of open alcoholic beverage containers in public areas within the City limits is in the best interests of the health, safety and welfare of the City’s residents, business owners and others, and is necessary for the effective administration and operation of the City.

**NOW, THEREFORE,**

**BE IT ORDAINED** by the City Council of the City of North Miami Beach, Florida:

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

**Section 2: Code Amended to Add Section 9-33.** Chapter IX of the Code of the Ordinances of the City of North Miami Beach entitled “Offenses and Miscellaneous Provisions” is hereby amended to create section 9-33, entitled “Sale, Possession or Consumption of Alcoholic Beverages in Open Containers in Public Places,” as follows:

**9-33 SALE, POSSESSION OR CONSUMPTION OF ALCOHOLIC BEVERAGES IN OPEN CONTAINERS IN PUBLIC PLACES.**

**9-33.1 Definitions.**

The following words, terms and phrases shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Alcoholic beverage* means distilled spirits and all beverages containing one-half of one percent or more alcohol by volume. This definition is intended to accord with the definition provided in the Beverage Law, Fla. Stat. § 561.01, and as amended.

*Code inspector* means the Code Compliance Officer, Building Official, Building Inspector, Business Tax Receipts Officer, and any authorized employee of the City of North Miami Beach whose duty it is to ensure code compliance.

*Food store selling alcoholic beverages* means any food or convenience store licensed by the State Division of Alcohol and Tobacco for package sales of alcoholic beverages in sealed containers for consumption off premises only.

*Open container* means any container of alcoholic beverage which is immediately capable of being consumed from, or the seal of which has been broken, as defined under Fla. Stat. § 316.1936, and as amended.

*Operator* means any person or entity to whom the City business tax receipt is issued for the operation of a business selling alcoholic beverages for consumption on or off premises and/or a license issued by the State of Florida to sell alcoholic beverages for consumption on or off premises.

*Owner* means the person or entity who holds title to real property in fee simple, including the property owner’s successor in interest.

Package store means a licensed place of business where alcoholic beverages are sold in the original sealed containers as received from the distributor for consumption off premises only, as defined under section 61A-1.006, Fla. Admin. Code.

Public area means an area open to the public within the municipal limits of the City, owned or in the possession of the City or any other state, county or other governmental agency in which property is used or intended for use by City or government employees, or by members of the general public.

**9-33.2 Sale, Consumption or Possession of Alcoholic Beverages in Open Containers in Public Areas; Exceptions; Enforcement; Penalty.**

(a) Consumption, possession, or sale of an open container of any alcoholic beverage while on or within any public area is prohibited, except as provided in subsection (d) below.

(b) It shall be unlawful for any owner, operator, agent or employee of any alcoholic beverage establishment licensed to sell, serve or dispense beer, wine, liquor or any other alcoholic beverage within the City, to knowingly allow any person to take any alcoholic beverage from the licensed premises in an open container.

(c) The owner or operator of any package store or food store selling alcoholic beverages shall prominently post, on the outside of each entrance and on the inside of the main customer exit of each such store selling alcoholic beverages, a sign with contrasting letters at least two (2) inches tall, stating the following:

IT IS UNLAWFUL FOR ANY PERSON TO CONSUME OR POSSESS AN OPEN CONTAINER OF ANY ALCOHOLIC BEVERAGE IN THIS STORE OR WITHIN 100 FEET OF ANY PART OF THIS STORE. VIOLATORS ARE SUBJECT TO ARREST AND PROSECUTION.

Failure to post this sign shall be deemed a violation of this section. This sign is exempt from the permit requirements of chapter 24 of this Code.

Any code inspector observing a violation of subsection (c) shall issue a notice of violation as provided in section 14-8.20 to the operator and/or owner, requiring compliance within 24 hours.

(d) Exceptions. The following activities are not subject to the prohibitions of subsection (a) of this section:

(1) A person under a written contract with the City to allow sales and service of beer and wine may distribute, and persons of age not prohibited by the patron age provisions of state law, may consume such permitted beer and wine only within the licensed premises designated by the City.

(2) The sale, consumption or possession of an alcoholic beverage in an open container in a public area specifically authorized and approved by the City for outdoor seating or a special event pursuant to a valid permit or as otherwise permitted by City ordinance and/or state law.

(e) Penalty.

(1) Any person convicted of violating any provision of subsection (a) shall be punished by imposition of a fine not to exceed five hundred dollars (\$500.00) and/or imprisonment for a period not to exceed sixty (60) days.

(2) Violations of any provision of subsection (b) or (c) shall be prosecuted in the City's special magistrate system. A first violation is punishable by a fine not to exceed two hundred fifty dollars (\$250.00) per day; repeat violations are punishable by a fine not to exceed five hundred dollars (\$500.00) per day. A finding of a second repeat violation during the period in which a business tax receipt is effective for that year shall subject the business operator to suspension or revocation of its business tax receipt.

**Section 3. Severability.** The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall be held invalid by a court of competent jurisdiction, the remainder shall not be affected by such invalidity.

**Section 4. Repealing Clause.** All other City ordinances and resolutions or parts thereof in conflict with the provisions of this Ordinance are hereby superseded and repealed.

**Section 5. Codification.** It is the intention of the City Council of the City of North Miami Beach and it is hereby ordained that the provisions of this Ordinance shall become and be

made a part of the Code of Ordinances of the City of North Miami Beach, Florida. The Sections of this Ordinance may be renumbered or relettered to accomplish this intention and the word “Ordinance” may be changed to “Section,” “Article,” or other word as the codifier may deem appropriate.

**Section 6. Effective Date.** This Ordinance shall be effective upon its adoption by the City Council.

**APPROVED BY TITLE ONLY** on first reading this 16th day of June, 2015.

**APPROVED AND ADOPTED** on second reading this \_\_\_\_ day of \_\_\_\_, 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 George Vallejo  
City Council

Note: Proposed additions to existing City Code text are indicated by underline.

**ORDINANCE NO. 2015-11**



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](#)

---

**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, June 16, 2015

---

**RE:** Ordinance No. 2015-12 (First Reading by Title Only)(Esmond Scott, Director of Public Works and Brian O'Connor, Chief Procurement Officer)

---

**BACKGROUND  
ANALYSIS:**

Chapter XVIII, Section 19 of the City's Code of Ordinances allows private solid waste providers to apply for a Business Tax Receipt (BTR) to provide garbage services to the City's commercial customers. This is in conflict with current practices of the City's commercial solid waste collection services and has created problems enforcing violations of the City's Code.

The Administration desires to amend Chapter XVIII, Code of Ordinances, to designate the City as the sole provider of solid waste collection and disposal services within the City, to amend the regulations for hauling and disposal of construction and demolition debris, and to provide penalties for violations.

This recommendation will align the Solid Waste operations with current practices and the City's Strategic Plan to be a high performing city organization providing great customer service and continuing to increase the City's financial sustainability.

**RECOMMENDATION:**

Staff recommends adoption of the ordinance prohibiting unauthorized and unregulated private entities from servicing North Miami Beach customers for solid waste and/or construction and demolition debris collection.

**FISCAL/BUDGETARY**

Compliance by all commercial accounts allows the City to gain

**IMPACT:**

all revenue generated from the servicing of such accounts.

---

**ATTACHMENTS:**

- ❏ [Ordinance No. 2015-12](#)

**ORDINANCE NO. 2015-12**

**AN ORDINANCE OF THE CITY OF NORTH MIAMI BEACH, FLORIDA AMENDING CHAPTER XVIII, CODE OF ORDINANCES ENTITLED “SOLID WASTE MANAGEMENT” BY AMENDING SECTION 18-1 “DEFINITIONS” TO CLARIFY THE DEFINITION OF GARBAGE; CREATING SECTION 18-18 “CITY AS THE EXCLUSIVE PROVIDER OF SOLID WASTE COLLECTION; PENALTIES”; AND AMENDING SECTION 18-19 “PRIVATE CONSTRUCTION AND DEMOLITION DEBRIS CONTAINER SERVICE HAULING, COMMERCIAL WASTE CONTRACTORS TRASH AND/OR GARBAGE COLLECTION, AUTHORIZED; LIMITATIONS, BUSINESS TAX RECEIPT REQUIRED; SUPERVISORY CONTROL; SUSPENSION, REVOCATION, FEE” TO REMOVE REFERENCES TO COMMERCIAL TRASH AND GARBAGE COLLECTION AND TO PROVIDE FOR PENALTIES FOR VIOLATIONS; PROVIDING FOR SEVERABILITY, REPEALER, CODIFICATION, AND AN EFFECTIVE DATE.**

**WHEREAS**, it is the purpose of this legislation to ensure that areas within the City are adequately provided with high-quality solid waste, construction and demolition debris collection and disposal service; and

**WHEREAS**, because of the overriding public health, safety and welfare considerations associated with the provision of these services, it is necessary that the City retains regulatory authority over the solid waste, construction and demolition debris collection and disposal service; and

**WHEREAS**, the provisions of this ordinance will also ensure that this service is efficient and responsive to public complaints and that the public convenience, aesthetic and environmental considerations, and the public investment in right-of-way property is protected; and

**WHEREAS**, the City of North Miami Beach desires to amend Chapter XVIII, Code of



Ordinances, to clarify the definition of “garbage”, to establish the City as the sole provider of solid waste collection and disposal services within the City, to amend the regulations for hauling and disposal of construction and demolition debris, and to provide penalties for violations.

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

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

**Section 2.** Chapter XVIII of the Code of Ordinances of the City of North Miami Beach, entitled “Solid Waste Management,” is hereby amended as follows:

**18-1 DEFINITIONS.**

\* \* \*

*Garbage* shall mean every refuse accumulation of animal, fruit or vegetable matter that attends the preparation, use, cooking, dealing in, or storage of, meats, fish, fowl, fruit, or vegetables, and any other matter, of any nature whatsoever, which is subject to decay and the generation of noxious or offensive gases or odors, or which, during or after decay, may serve as breeding or feeding materials for flies or other germ-carrying insects; and any bottles, cans or other containers which due to their ability to retain water, may serve as breeding places for mosquitoes or other water-breeding insects. Any materials defined by Section 403.703, Florida Statutes, as Biomedical Waste, Biological Waste, Hazardous Substance, or Hazardous Waste shall not be considered garbage for purposes of this chapter.

**18-18 CITY AS THE EXCLUSIVE PROVIDER OF SOLID WASTE COLLECTION; PENALTIES.**

- a. The City shall be the sole and exclusive provider of solid waste collection and transportation for disposal from any premises over the streets or public rights-of-way within the incorporated area of the City.
- b. Violation.
  1. Owners/Occupant. It shall be a violation for an owner or occupant of property to allow the use of a private solid waste contractor for property located within the City limits.
  2. Private Solid Waste Collection Contractor. It shall be a

violation of this chapter for any person or entity to collect and transport solid waste for disposal from any premises over the streets or public rights-of-way within the incorporated area of the City.

Each twenty-four (24) hour period will be considered a separate violation.

Any person or entity convicted of violating any provision of section 18-18(b)(1) shall be prosecuted in the City's special magistrate system. A first violation is punishable by a per day fine not to exceed two hundred and fifty dollars (\$250.00); repeat violations are punishable by a fine not to exceed five hundred dollars (\$500.00) per day.

Any person or entity convicted of violating any provision of section 18-18(b)(2) shall be punished by imposition of a fine not to exceed five hundred dollars (\$500.00) and/or imprisonment for a period not to exceed sixty (60) days.

**18-19 PRIVATE CONSTRUCTION AND DEMOLITION  
DEBRIS CONTAINER SERVICE HAULING,  
~~COMMERCIAL WASTE CONTRACTORS TRASH  
AND/OR GARBAGE COLLECTION, AUTHORIZED;~~  
LIMITATIONS, BUSINESS TAX RECEIPT  
REQUIRED; SUPERVISORY CONTROL;  
SUSPENSION, REVOCATION, FEE.**

Private construction and demolition debris hauling, ~~commercial trash and/or garbage collection~~ shall be permitted within the City after first satisfying the requisites hereinafter set forth, ~~both as to conditions and obtaining the necessary business tax receipts.~~

~~a. Limitations.~~

- ~~1. Private commercial trash and/or garbage collection shall be limited to commercial buildings only, such as stores, warehouses, offices, hospitals, etc., located in business or community facility zoned districts only.~~
- ~~2. Private commercial garbage collection shall be permitted from hospitals only and may include the pickup of all garbage and organic matter.~~

a. ~~a~~b. Business Tax Receipt Required. Before a private commercial enterprise shall engage in construction and demolition debris hauling, ~~trash and/or garbage collection~~ within the City, a special construction and demolition debris hauling, ~~trash and/or garbage~~ business tax receipt shall first be

~~obtained. Such special construction debris hauling, trash and/or garbage business tax receipt shall be issued only after application to and approval by the City Council and, if issued, shall be subject to direct supervision by the City's Director of Public Works. The business tax receipt required by this chapter shall be in addition to any other permit(s), registration or license(s) which may be required by federal, state or local law.~~

b. Violation.

1. Owner/Occupant. It shall be a violation for an owner or occupant of a property located within the City limits to allow the use of a private construction and demolition debris collection contractor which has not obtained a business tax receipt for such purposes.
2. Construction Contractors. It shall be a violation for any construction contractor to allow the use of a construction and demolition debris collection contractor which has not obtained a business tax receipt for such purposes, for any project within the City.
3. Construction and Demolition Debris Contractor. It shall be a violation of this chapter for any person or entity to collect and transport construction and demolition debris for disposal from any premises over the streets or public rights-of-way within the incorporated area of the City without first obtaining the appropriate business tax receipt from the City to carry on such business.

Each twenty-four (24) hour period will be considered a separate violation. Any person or entity convicted of violating any provision of section 18-19(b)(1) shall be prosecuted in the City's special magistrate system. A first violation is punishable by a per day fine not to exceed two hundred and fifty dollars (\$250.00); repeat violations are punishable by a fine not to exceed five hundred dollars (\$500.00) per day.

Any person or entity convicted of violating any provision of section 18-19(b)(2) and/or (3) shall be punished by imposition of a fine not to exceed five hundred dollars (\$500.00) and/or imprisonment for a period not to exceed sixty (60) days.

- c. Supervisory Control. Collection of commercial trash and/or garbage and hauling of construction and demolition debris shall come under the direct supervision and control of the City's Director of Public Works, who shall have the necessary police power to enforce the City Sanitary Code, not only as to commercial trash and/or garbage collection and hauling of

construction and demolition debris but as to all other matters relating to sanitary conditions being maintained throughout the City in accordance with health statutes and ordinances. The Director of Public Works and/or his designee shall have the authority to issue citations and summons for violations of the City's Sanitary Code as they pertain to this section ~~and to have the same heard as charged violations of the City ordinances in the County Court.~~

d. *Suspension; Revocation.* The City Manager or designee, for good cause shown, shall have the right to recommend the suspension and/or revocation of any ~~trash and/or garbage business tax receipt or~~ construction and demolition debris hauling business tax receipt ~~issued by written request and report to the City Council~~ for violation of the terms of this section or for violation of any other ordinance of the City.

e. *Fee.* ~~After hearing before the City Council and final approval by that body granting permission to obtain such a construction debris hauling, private occupational trash and/or garbage collection license, The applicant, so approved, shall apply to the City Clerk and there obtain a construction debris hauling business tax receipt, a trash collection business tax receipt or garbage collection business tax receipt and shall pay the sum designated in section 12-31 (39). of three hundred twenty five (\$325.00) dollars for a construction debris hauling business tax receipt, four hundred fifty (\$450.00) dollars for a trash business tax receipt and one thousand two hundred fifty (\$1,250.00) dollars for a garbage business tax receipt.~~

**Section 3.** All ordinances and resolutions or parts of ordinances and resolutions and all sections and parts of sections in conflict herewith shall be and hereby are repealed.

**Section 4.** If any section, subsection, clause or provision of this ordinance is held invalid the remainder shall not be affected by such invalidity.

**Section 5** It is the intention of the City Council of the City of North Miami Beach and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of North Miami Beach, Florida. The Sections of this Ordinance may be renumbered or re-lettered to accomplish this intention and the word "Ordinance" may be

changed to “Section,” “Article” or other appropriate word as the codifier may deem fit.

**Section 6.** This ordinance shall take effect immediately upon adoption.

**APPROVED BY TITLE ONLY** on first reading this \_\_\_\_ day of \_\_\_\_\_, 2015.

**APPROVED AND ADOPTED** on second reading this \_\_\_\_ day of \_\_\_\_\_, 2015.

**ATTEST:**

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

**(CITY SEAL)**

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

**APPROVED AS TO FORM, LANGUAGE  
AND LEGAL SUFFICIENCY**

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

Sponsored by: Mayor George Vallejo and the City Council

Note: Proposed additions to existing City Code text are indicated by underline; proposed deletions from existing City Code text are indicated by ~~striketrough~~.