



## CITY OF NORTH MIAMI BEACH

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

**Tuesday, August 18, 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

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1. **ROLL CALL OF CITY OFFICIALS**
2. **INVOCATION - TBA**
3. **PLEDGE OF ALLEGIANCE**
4. **REQUESTS FOR WITHDRAWALS, DEFERMENTS AND ADDITIONS TO AGENDA**
5. **PRESENTATIONS /DISCUSSIONS**

**5.1 Proclamation for Nancy Williams (Councilwoman Smith)**

Recognizing the 100th Birthday of NMB Resident Ms. Nancy Williams

**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 Appointing Ingrid Forbes to the Beautification Committee (Pamela Latimore, City Clerk)**

Application for appointment to the Beautification Committee.  
Councilwoman Kramer Liaison.

### **7.2 Nomination Charter Review Committee Chuck Cooke (Pamela L. Latimore, City Clerk)**

Chuck Cook has been nominated for appointment to serve on the Charter Review Committee by Councilwoman Spiegel.

### **7.3 Nomination Charter Review Committee William Dean Esq.(Pamela L. Latimore, City Clerk)**

William Dean Esq. has been nominated for appointment to serve on the Charter Review Committee by Councilwoman Smith.

### **7.4 Nomination Charter Review Committee Norman Edwards (Pamela L. Latimore, City Clerk)**

Norman Edwards has been nominated for appointment to serve on the Charter Review Committee by Vice-Mayor DeFillipo.

### **7.5 Nomination Charter Review Committee Bruce Lamberto (Pamela L. Latimore, City Clerk)**

Bruce Lamberto has been nominated for appointment to serve on the Charter Review Committee by Councilwoman Kramer.

### **7.6 Nomination Charter Review Committee Larry Thompson (Pamela L. Latimore, CityClerk)**

Larry Thompson has been nominated for appointment to serve on the Charter Review Committee by Councilwoman Martell.

### **7.7 Appointing Daniel Valk to Public Utilities Commission (Pamela L. Latimore, City Clerk)**

Vice Mayor DeFillipo appointment of Daniel Valk to Public Utilities Commission.  
Councilwoman Smith Liaison

**8. CONSENT AGENDA**

**8.1 Regular Meeting Minutes of July 7, 2015 (Pamela L. Latimore, City Clerk)**

**9. CITY MANAGER'S REPORT**

**9.1 Parks Master Plan Workshop**

The Parks Master Plan Workshop is set for Thursday, August 27th at 6:30 p.m.

**10. CITY ATTORNEY'S REPORT**

**10.1 Litigation List**

As of August 18, 2015

**11. MAYOR'S DISCUSSION**

**12. MISCELLANEOUS ITEMS**

**12.1 City Clerk Contract/Terms of Employment (Pamela L. Latimore, City Clerk)**

Annual Review of City Clerk Pamela. L. Latimore

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

**14. DISCUSSION ITEMS - *None***

**15. LEGISLATION**

**15.1 Resolution R2015-70 (Carlos Rivero, City Planner)**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, GRANTING SITE PLAN APPROVAL, IN ORDER TO CONSTRUCT A 78,157 SQUARE FOOT, SEVEN-STORY RESIDENTIAL APARTMENT BUILDING ON A 37,582 SQUARE FOOT, PARTIALLY VACANT PARCEL OF LAND, AS PROPOSED, ON PROPERTY LEGALLY DESCRIBED AS:**

**LOTS 1, 2, 3, 4, 5 AND 12, BLOCK 7, OF ARCH CREEK HIGHLANDS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 15, AT PAGE 3, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.**

**A/K/A 13780-13810 HIGHLAND DRIVE North Miami Beach, Florida**

**15.2 Resolution 2015-71 (Esmond Scott, Public Works Director and Brian O'Connor, Chief Procurement Officer)**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH WASTE MANAGEMENT OF FLORIDA INC. PURSUANT TO REQUEST FOR PROPOSALS NO. 2014-08 FOR SOLID WASTE COLLECTION AND RECYCLING SERVICES FOR THE CITY OF NORTH MIAMI BEACH.**

**16. CITY COUNCIL REPORTS**

**17. NEXT REGULAR CITY COUNCIL MEETING - September 9, 2015**

## **18. ADJOURNMENT**



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

**MEMORANDUM**

 **Print**

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**TO:** Mayor and City Council  
**FROM:** Pamela L. Latimore, City Clerk  
**VIA:**  
**DATE:** Tuesday, August 18, 2015

---

**RE:** Appointing Ingrid Forbes to the Beautification Committee  
(Pamela Latimore, City Clerk)

---

**BACKGROUND ANALYSIS:** The applicant has been vetted for appointment to this board in accordance with requirements stated in Ordinance No. 79-20. This appointment is for a two year term.

**RECOMMENDATION:** Approval.

**FISCAL/BUDGETARY IMPACT:** None

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**ATTACHMENTS:**

☐ [Application Ingrid Forbes](#)



# City of North Miami Beach, Florida

## APPLICATION FOR MUNICIPAL APPOINTMENT TO A BOARD, COMMITTEE, COMMISSION

CHAPTER 2, SECTION 2-32.1 OF THE CODE OF ORDINANCES OF THE CITY OF NORTH MIAMI BEACH PROVIDES "RESIDENCY REQUIREMENT: MEMBERS OF ALL BOARDS, COMMITTEES AND COMMISSIONS SHALL BE RESIDENTS OF THE CITY OF NORTH MIAMI BEACH, EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED. SHOULD ANY BOARD, COMMITTEE OR COMMISSION MEMBER MOVE OUTSIDE THE CITY LIMITS DURING THE TERM OF HIS/HER APPOINTMENT, HE/SHE SHALL AUTOMATICALLY BE REMOVED FROM THE POSITION HE/SHE HOLDS." MEMBERS ARE ALSO SUBJECT TO CHAPTER 2, SECTION 2-32.4.

I HEREBY FILE AN APPLICATION FOR APPOINTMENT TO THE FOLLOWING BOARD, COMMISSION OR COMMITTEE:

BEAUTIFICATION COMMITTEE

(PLEASE PRINT CLEARLY)

1. NAME: INGRID CHRISTENE FORBES
2. HOME ADDRESS: 1701 NE 158 STREET  
CITY: NORTH MIAMI BEACH STATE: FLORIDA ZIP: 33162
3. BUSINESS NAME: N/A  
BUSINESS ADDRESS: N/A  
CITY: N/A STATE: N/A ZIP: N/A
4. HOME PHONE: N/A BUSINESS PHONE: N/A  
CELL PHONE: 305-610-0264 FAX: N/A  
EMAIL ADDRESS: ei4orb@hotmail.com
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: (Youth Advisory Board Applicants: Please indicate current grade level as well as the name and telephone number of the school you are currently attending.)  
MASTERS OF SCIENCE

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:  
\_\_\_\_\_ D/A )

9. EMPLOYMENT HISTORY (Please include employer, position, years served):  
PRESENT STATUS: EMPLOYED - KAPPA LABS, INC. 19 YEARS  
20\_\_\_\_ to 20\_\_\_\_  
19\_\_\_\_ to 19\_\_\_\_  
19\_\_\_\_ to 19\_\_\_\_

10. HAVE YOU EVER SERVED ON AN ADVISORY COMMITTEE IN THE PAST? (If yes, please describe: YES, SERVED ON PUBLIC UTILITIES COMMISSION. FOR APPROX. 2 YEARS )

11. IF NOT SELECTED FOR THE BOARD/COMMITTEE/COMMISSION INDICATED ABOVE, PLEASE LIST ANY ADDITIONAL BOARDS/COMMITTEE/COMMISSIONS FOR WHICH YOU WOULD LIKE YOUR APPLICATION SUBMITTED (Please rank in order of preference):  
(1) \_\_\_\_\_ (2) \_\_\_\_\_  
(3) \_\_\_\_\_ (4) \_\_\_\_\_

12. DESCRIBE YOUR PROFESSIONAL AND/OR VOLUNTEER EXPERIENCE OR BACKGROUND THAT WOULD BEST QUALIFY YOU FOR AN APPOINTMENT TO THE BOARD/COMMITTEE/COMMISSION YOU HAVE SELECTED: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

13. IF YOU ARE APPLYING FOR A BOARD/COMMITTEE/COMMISSION THAT HAS SPECIFIC REQUIREMENTS, PLEASE DETAIL HOW YOUR BACKGROUND AND/OR EXPERIENCE MEETS THE REQUIRED CRITERIA:  
\_\_\_\_\_  
\_\_\_\_\_

**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.**

APPLICATION DATE: 05/01/15 APPLICANT'S SIGNATURE: [Signature]  
2015 05/01/15

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

The City of North Miami Beach



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## MEMORANDUM

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**TO:** Mayor and City Council  
**FROM:** Pamela L. Latimore, City Clerk  
**VIA:**  
**DATE:** Tuesday, August 18, 2015

---

**RE:** Nomination Charter Review Committee Chuck Cooke (Pamela L. Latimore, City Clerk)

---

**BACKGROUND ANALYSIS:** The nomination has been vetted for appointment to the committee in accordance with the r requirements stated in Ordinance 2015-9.

**RECOMMENDATION:** Staff recommends approval.

**FISCAL/BUDGETARY IMPACT:** None.

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**ATTACHMENTS:**

None



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**MEMORANDUM**

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**TO:** Mayor and City Council  
**FROM:** Pamela L. Latimore, City Clerk  
**VIA:**  
**DATE:** Tuesday, August 18, 2015

---

**RE:** Nomination Charter Review Committee William Dean Esq.  
(Pamela L. Latimore, City Clerk)

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**BACKGROUND ANALYSIS:** The nomination has been vetted for appointment to the committee in accordance with the residency requirements stated in Ordinance 2015-9.

**RECOMMENDATION:** Staff recommends approval.

**FISCAL/BUDGETARY IMPACT:** None.

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**ATTACHMENTS:**

None

The City of North Miami Beach

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**MEMORANDUM**

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**TO:** Mayor and City Council  
**FROM:** Pamela L. Latimore, City Clerk  
**VIA:**  
**DATE:** Tuesday, August 18, 2015

---

**RE:** Nomination Charter Review Committee Norman Edwards  
(Pamela L. Latimore, City Clerk)

---

**BACKGROUND ANALYSIS:** The nomination has been vetted for appointment to the committee in accordance with the residency requirements stated in Ordinance 2015-9.

**RECOMMENDATION:** Staff recommends approval.

**FISCAL/BUDGETARY IMPACT:** None.

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**ATTACHMENTS:**

None



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**MEMORANDUM**

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**TO:** Mayor and City Council  
**FROM:** Pamela Latimore, City Clerk  
**VIA:**  
**DATE:** Tuesday, August 18, 2015

---

**RE:** Nomination Charter Review Committee Bruce Lamberto  
(Pamela L. Latimore, City Clerk)

---

**BACKGROUND ANALYSIS:** The nomination has been vetted for appointment to the committee in accordance with the requirements stated in Ordinance 2015-9.  
**RECOMMENDATION:** Staff recommends approval.  
**FISCAL/BUDGETARY IMPACT:** None

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**ATTACHMENTS:**

None



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**MEMORANDUM**

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**TO:** Mayor and City Council  
**FROM:** Pamela L. Latimore, City Clerk  
**VIA:**  
**DATE:** Tuesday, August 18, 2015

---

**RE:** Nomination Charter Review Committee Larry Thompson  
(Pamela L. Latimore, CityClerk)

---

**BACKGROUND ANALYSIS:** The nomination has been vetted for appointment to the committee in accordance with the residency requirements stated in Ordinance 2015-9.

**RECOMMENDATION:** Staff recommends approval.

**FISCAL/BUDGETARY IMPACT:** None.

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**ATTACHMENTS:**

None



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**MEMORANDUM**

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**TO:** Mayor and City Council  
**FROM:** Pamela L. Latimore, City Clerk  
**VIA:**  
**DATE:** Tuesday, August 18, 2015

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**RE:** Appointing Daniel Valk to Public Utilities Commission (Pamela L. Latimore, City Clerk)

---

**BACKGROUND ANALYSIS:** The applicant has been vetted for appointment to this board in accordance with requirements stated in Ordinance No. 79-20. This appointment is for a two year term.

**RECOMMENDATION:** Approval.

**FISCAL/BUDGETARY IMPACT:** None.

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**ATTACHMENTS:**

☐ [Application Daniel Valk](#)



# City of North Miami Beach, Florida

## APPLICATION FOR PUBLIC UTILITIES COMMISSION

The Public Utilities Commission shall act only as an advisory body to the Public Utilities Department, its Director, the City Manager and the City Council.

Members of the Public Utilities Commission shall have a professional degree or equivalent professional experience in the area(s) of public economics, public finance, public infrastructure, taxation, asset management, city planning, civil engineering, electrical engineering, architectural engineering, agricultural engineering, mechanical engineering, ocean engineering, energy engineering, any management position, any supervisory position, any board experience or any other related field associated with the above.

(PLEASE PRINT CLEARLY)

1. NAME: Daniel Valk
2. HOME ADDRESS: 3302 NE 166 STREET  
CITY: North MIAMI beach STATE: FL ZIP: \_\_\_\_\_
3. BUSINESS NAME: \_\_\_\_\_  
BUSINESS ADDRESS: \_\_\_\_\_  
CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_
4. CONTACT NO: (HOME) 305 947 0555 (BUSINESS) \_\_\_\_\_  
CELL: 305 299 7722 EMAIL ADDRESS: danValk@gmail.com  
FAX: -
5. ARE YOU A RESIDENT OF THE CITY OF NORTH MIAMI BEACH OR DO YOU WORK IN THE CITY OF NORTH MIAMI BEACH?  
RESIDENT  WORK \_\_\_\_\_ (YES OR NO)
6. HAVE YOU EVER BEEN CONVICTED OF A FELONY? YES \_\_\_\_\_ NO
7. HIGHEST LEVEL OF EDUCATION AND OCCUPATION:  
Master Degree From Columbia University - SIPA

School of International & Public Affairs.

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):

PRESENT STATUS: Self Employed, Consultant, Advisor.

2010 to 2014 President, North American Interpipe

2004 to 2008 CEO, DSS

2000 to 2004 CEO, Sepco.

10. HAVE YOU EVER SERVED ON AN ADVISORY BOARD OR COMMITTEE DEALING WITH PUBLIC UTILITY MATTERS (IF SO PLEASE LIST WHERE, WHEN, AND IN WHAT CAPACITY)

NO.

11. PLEASE STATE YOUR REASON FOR INTEREST IN APPLYING FOR THE PUBLIC UTILITIES COMMISSION:

As a Resident of the city of NMB,  
I feel it is my civic duty to contribute  
from my experiences

12. PLEASE LIST QUALIFICATIONS, TALENTS, OR EXPERTISE AS IT RELATES TO MEMBERSHIP FOR THIS BOARD:

Extensive experience in serving on  
boards of public and private companies in  
public and private sectors.

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.

APPLICATION DATE: 05/05/2015 APPLICANT'S SIGNATURE: [Signature]

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



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www.citynmb.com

**MEMORANDUM**

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**TO:** Mayor and City Council  
**FROM:** Pamela L. Latimore, City Clerk  
**VIA:**  
**DATE:** Tuesday, August 18, 2015

---

**RE:** Regular Meeting Minutes of July 7, 2015 (Pamela L. Latimore, City Clerk)

---

**BACKGROUND ANALYSIS:**

**RECOMMENDATION:** Approval.

**FISCAL/BUDGETARY IMPACT:** None

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**ATTACHMENTS:**

[Meeting Minutes July 7, 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, July 7<sup>th</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**

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

The meeting was called to order at 7:40 p.m. Present at the meeting were Mayor George Vallejo, Vice Mayor Anthony F. DeFillipo, Council Members Barbara Kramer, Marlen Martell, Frantz Pierre, Phyllis S. Smith, and Beth E. Spiegel. Also present were City Manager Ana M. Garcia and City Clerk Pamela L. Latimore. City Attorney Jose Smith was not present. Deputy City Attorney Dotie Joseph was 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**

Resolution 2015-59 tabled to be heard at the next regular city council meeting.

#### **PRESENTATIONS/DISCUSSIONS**

Vice Mayor DeFillipo recognized Representative Daphne Campbell presenting her with a proclamation. Representative Campbell thanked Council and residents for their support and vowed to continue working on behalf of the City.

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. Muriel Kemp - 1479 NE 178<sup>th</sup> Street, North Miami Beach, FL
2. Chuck Cook - 1980 NE 175<sup>th</sup> Street, North Miami Beach, FL
3. Terrance Camenzuli - 17151 NE 17<sup>th</sup> Avenue, North Miami Beach, FL
4. Fred Frost - 4901 NW 17<sup>th</sup> Way Fort Lauderdale, FL
5. Richard Reiss – 23 NW 169<sup>th</sup> Street North Miami Beach, FL
6. Janice Coakley - PO Box 600951 North Miami Beach, FL
7. Rhonda Gelfman - 115 NW 167<sup>th</sup> Street, North Miami Beach, FL
8. Mubarak Kazan - 15564 NE 12<sup>th</sup> Avenue, North Miami Beach, FL

**\*\* Councilwoman Spiegel took a moment of personal privilege to address anonymous automated calls that residents may have been receiving.**

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

## **APPOINTMENTS**

### **Appointing Myralene Binns to the Education Committee (Pamela Latimore, City Clerk)**

**Motion to approve** the appointment of Myralene Binns made by Councilman Martell, seconded by Councilwoman Kramer. **MOTION PASSED 7-0**

### **Appointing Jamie Stephens to Education Committee (Pamela L. Latimore, City Clerk)**

**Motion to approve** the appointment of Jamie Stephens made by Councilman Martell, seconded by Councilwoman Kramer. **MOTION PASSED 7-0**

### **Appointing Phillip Owi to Education Committee (Pamela L. Latimore, City Clerk)**

**Motion to approve** the appointment of Phillip Owi made by Councilwoman Martell, seconded by Vice Mayor DeFillipo. **MOTION PASSED 7-0**

## **CONSENT AGENDA**

### **Regular Meeting Minutes of June 16, 2015 (Pamela Latimore, City Clerk)**

#### **Resolution No. R2015-57 (Esmond Scott, Director of Public Works)**

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

**Resolution R2015-58 (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, ACCEPTING THE AMENDED RIGHT OF ENTRY AND LICENSE FROM THE CITY OF SUNNY ISLES BEACH, FLORIDA, TO USE CERTAIN ROOF-TOP SPACE AT THE SUNNY ISLES BEACH HERITAGE PARK PARKING GARAGE TO INSTALL AND MAINTAIN FIXED NETWORK COLLECTOR ANTENNAS AND EQUIPMENT.

**Resolution No. R2015-60 (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 RMS PROPERTIES CORPORATION (RMS) TO BE LOCATED OVER A PORTION OF TRACT 12, MIAMI GARDENS, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 12, PAGE 96 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, IN MIAMI GARDENS, FLORIDA, FOR THE CONSTRUCTION, OPERATION, AND MAINTENANCE OF WATER FACILITIES.

**Resolution No. R2015-62 (Candido Sosa Cruz, Director of Code Compliance and Building Services)**

A RESOLUTION ACCEPTING THE RECOMMENDATION OF THE CITY MANAGER PURSUANT TO SECTION 14-8 OF THE CODE OF THE CITY OF NORTH MIAMI BEACH, CONCERNING THE RE-APPOINTMENT OF MICHELE SAMAROO, ESQ. AND STEVEN H. ROTHSTEIN, ESQ., TO SERVE AS SPECIAL MAGISTRATES TO HEAR CODE VIOLATION MATTERS AND IMPOSE FINES, LIENS, AND OTHER NON-CRIMINAL PENALTIES AGAINST VIOLATORS OF THE CITY'S CODE OF ORDINANCES, FOR TERMS NOT TO EXCEED ONE YEAR.

**Motion to approve** the Consent Agenda made by Councilwoman Kramer, seconded by Councilwoman Martell. **MOTION PASSED 7-0**

**CITY MANAGER'S REPORT**

City Manager Garcia advised Council of the budget process and the committee she had formed. She proposed that a liaison from Council participate in the discussions. Council discussed the proposal and how best to proceed. City Manager Garcia updated Council on the status of the Washington Park and Uleta Pools and that while they were up to code and upgraded that she intended further improvements with an emphasis on safety precautions. Chief of Police J. Scott Dennis briefed Council on the latest crime statistics and how his department was addressing them.

**CITY ATTORNEY'S REPORT**

Deputy City Attorney Dotie Joseph updated Council on the litigation list.

**Litigation List**

As of July 9, 2015

**BUSINESS TAX RECEIPTS:**

**SMG Entertainment, Inc. D/B/A Black Diamonds**

Location of application requesting the 4 - 6 Extension of Hours: 17450 Biscayne Boulevard, North Miami Beach, FL 33160

Council members discussed the issue expressing their individual positions on the item.

Attorney Norman Powell spoke on behalf of the applicant.

**Motion to approve** extension of hours for SMG Entertainment made by Councilwoman Martell, seconded by Mayor Vallejo. **MOTION PASSED 4-3 with Vice Mayor DeFillipo, Councilwoman Smith, and Councilwoman Kramer dissenting**

**DISCUSSION ITEMS:**

**Eastern Shores Guard Gate Update (Mayor George Vallejo)**

Mayor Vallejo updated residents on the negotiations between the City and Miami Dade County as it relates to issues surrounding the Eastern Shores Guard Gate.

**MISCELLANEOUS ITEMS:** There were none.

**LEGISLATION:**

**Resolution No. R2015-61 (Richard Lorber, Asst. City Manager)**

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, GRANTING SITE PLAN APPROVAL, IN ORDER TO CONSTRUCT A 4,562 SQUARE FOOT, TWO-STORY PROFESSIONAL OFFICE BUILDING ON A 7,589 SQUARE FOOT PARCEL OF LAND, AS PROPOSED; AND GRANTING A VARIANCE FROM SECTION 24-51 (D) (3) OF THE CODE OF ORDINANCES OF THE CITY OF NORTH MIAMI BEACH TO WAIVE 16 FEET OF THE MINIMUM REQUIRED FRONT YARD SETBACK OF 25 FEET, WHERE A FRONT YARD SETBACK OF 9 FEET IS PROPOSED, AND TO WAIVE THE ENTIRE MINIMUM REQUIRED CORNER SIDE YARD SETBACK OF 20 FEET, WHERE A CORNER SIDE YARD SETBACK OF 0 FEET IS PROPOSED; IN THE B-1, LIMITED BUSINESS ZONING DISTRICT, ON PROPERTY LEGALLY DESCRIBED AS: LOTS 16 & 17, BLOCK 205 OF "FULFORD BY THE SEA SECTION K", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 10, PAGE 29, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA. A/K/A 18200 NE 19th Avenue, North Miami Beach, Florida.

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

There were no speakers

Mayor Vallejo closed the **PUBLIC HEARING.**

**Motion to approve** Resolution 2015-61 as ammended made by Councilman Pierre, seconded by Councilwoman Smith.

**JENNINGS DISCLOSURE:** DeFillipo – **No Contact**, Kramer – **No Contact**, Martell- **No Contact**, Spiegel – **No Contact**, Pierre – **No Contact**, Smith – **Contact**, Vallejo – **No Contact**

Councilwoman Smith spoke with Deputy City Manager Serda regarding the project

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

There were no speakers

Mayor Vallejo closed the **PUBLIC HEARING**.

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

**Ordinance No. 2015-8, Second and Final Reading (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.

**Motion to approve** Ordinance 2015-8 as stipulated made by Councilman Pierre, seconded by Councilwoman Smith.

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

1. Mubarak Kazan - 15564 NE 12<sup>th</sup> Avenue, North Miami Beach, FL

Mayor Vallejo closed the **PUBLIC HEARING**.

**ROLL CALL VOTE:** DeFillipo - Yes, Kramer - Yes, Martell - Yes, Pierre –Yes, Smith - Yes, Spiegel-No, Vallejo – Yes. **MOTION PASSED 6-1**

**Ordinance No. 2015-9, Second and Final Reading (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.

**Motion to approve** the whereas clause in Ordinance 2015-9 made by Councilman Spiegel, seconded by Councilwoman Smith

**Motion to approve** Ordinance 2015-9 as amended made by Councilman Pierre, seconded by Councilwoman Smith.

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

1. Mubarak Kazan - 15564 NE 12<sup>th</sup> Avenue, North Miami Beach, FL
2. Ketley Joachim - 210 NE 170<sup>th</sup> Street, North Miami Beach, FL
3. Alison Robie - 2131 NE 179<sup>th</sup> Street, North Miami Beach, FL

Mayor Vallejo closed the **PUBLIC HEARING**.

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

**Ordinance No. 2015-10, Second and Final Reading (Richard Lorber, Asst. 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.

**Motion to approve** Ordinance 2015-10 as amended made by Councilman Spiegel, seconded by Councilwoman Smith.

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

1. Terrance Camenzuli - 17151 NE 17<sup>th</sup> Avenue, North Miami Beach, FL
2. Mubarak Kazan - 15564 NE 12<sup>th</sup> Avenue, North Miami Beach, FL

Mayor Vallejo closed the **PUBLIC HEARING**.

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

**Ordinance No. 2015-11, Second and Final Reading (Mayor George Vallejo)**

AN ORDINANCE AMENDING CHAPTER IX OF THE CODE OF 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.

**Motion to approve** Ordinance 2015-11 as amended made by Councilman Kramer, seconded by Councilwoman Martell.

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

1. Mubarak Kazan - 15564 NE 12<sup>th</sup> Avenue, North Miami Beach, FL

2. Terrance Camenzuli - 17151 NE 17<sup>th</sup> Avenue, North Miami Beach, FL

Mayor Vallejo closed the **PUBLIC HEARING**.

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

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

#### **CITY COUNCIL REPORTS**

**Vice Mayor DeFillipo** wished residents a good night

**Councilwoman Kramer** wished residents a good night

**Councilwoman Martell** wished residents a good night

**Councilman Pierre** wished residents a good night

**Councilwoman Smith** encouraged residents to raise any possible concerns regarding the budget and participate in the process. She wished residents a safe summer season and urged vigilance.

**Councilwoman Spiegel** reminded residents about recycle pick up.

**Mayor Vallejo** advised residents of his meetings with other mayors in the region about hurricane evacuation protocols and preparedness.

**Next Council Meeting Date:** July 21, 2015

#### **ADJOURNMENT**

There being no further business to come before the City Council, the meeting was adjourned at 10:36 p.m.

ATTEST:

(SEAL)

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Pamela L. Latimore, CMC

The City of North Miami Beach



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

**MEMORANDUM**

 **Print**

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**TO:** Mayor and City Council  
**FROM:** Ana M. Garcia, City Manager  
**VIA:**  
**DATE:** Tuesday, August 18, 2015

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**RE:** Parks Master Plan Workshop

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**BACKGROUND  
ANALYSIS:  
RECOMMENDATION:  
FISCAL/BUDGETARY  
IMPACT:**

---

**ATTACHMENTS:**

None



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**MEMORANDUM**

 **Print**

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**TO:** Mayor and City Council  
**FROM:** Jose Smith, City Attorney  
**VIA:**  
**DATE:** Tuesday, August 18, 2015

---

**RE:** Litigation List

---

**BACKGROUND  
ANALYSIS:  
RECOMMENDATION:  
FISCAL/BUDGETARY  
IMPACT:**

---

**ATTACHMENTS:**

▣ [Litigation List August 18 2015](#)

**TO: Mayor and City Council**  
**FROM: Jose Smith, City Attorney**  
**DATE: August 18, 2015**

---

**LITIGATION LIST**

**I. Civil Rights:**

**II. Personal Injury:**

**III. Other Litigation:**

**IV. Forfeitures:**

**Colomathi, Donald**  
**\$14,890.00 in US Currency**

**CITY'S MOTION FOR FINAL  
JUDGMENT GRANTED –  
CASE CLOSED**

**V. Mortgage Foreclosures:**

- **Wilmington Trust N.A. v CNMB (Estate of Mary Wolowitz, et al)**

**VI. Bankruptcies:**

**Petit, Pierre**

**DISMISSED**

- **New Case**

The City of North Miami Beach



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**MEMORANDUM**

 [Print](#)

---

**TO:** Mayor and City Council  
**FROM:** Pamela L. Latimore, City Clerk  
**VIA:**  
**DATE:** Tuesday, August 18, 2015

---

**RE:** City Clerk Contract/Terms of Employment (Pamela L. Latimore, City Clerk)

---

**BACKGROUND ANALYSIS:** Date of Hire: February 17, 2011  
Last Salary increase effective: October 1, 2013  
Changes to employment terms at last review: August 2014.  
2.5 % Bonus  
Cell Phone allowance: 100.00  
Car Allowance: 100.00

**RECOMMENDATION:**

**FISCAL/BUDGETARY  
IMPACT:**

---

**ATTACHMENTS:**

None



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## MEMORANDUM

 [Print](#)

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**TO:** Mayor and City Council  
**FROM:** Ana M. Garcia, City Manager  
**VIA:** Carlos M. Rivero, City Planner  
**DATE:** Tuesday, August 18, 2015

---

**RE:** Resolution R2015-70 (Carlos Rivero, City Planner)

---

**BACKGROUND  
ANALYSIS:**

The applicant, Markus Frankel, representing Nicover, LLC requests site plan approval in order to construct a seven-story, 78,157 square foot residential apartment building consisting of 60 units on a vacant parcel of land totaling 37,582 square feet (0.85 acres) located at 13780-13810 Highland Drive , in the MU/C, Arch Creek Mixed-Use Corridor District, Transition Sub-Area.

The intent of the MU/C, Arch Creek Mixed-Use Corridor District is to support a balanced mix of land uses characterized by compactness, pedestrian friendly design, and neighborhood-scale framed by architecture and landscape design appropriate to local history and the natural environment.

The proposed residential apartment building is in accordance with Section 24-58.4 of the Code of Ordinances since it encourages people to reside in the district, stimulates neighborhood commercial and retail activities, and ensures high quality developments to follow within the district.

The project was approved unanimously by the Planning and Zoning Board on July 13, 2015.

**RECOMMENDATION:**

The Planning and Zoning Department recommends approval of this project subject to the conditions listed on your staff report and Resolution.

**FISCAL/BUDGETARY  
IMPACT:**

No impact for the current fiscal year. However the developer is committed to investing over 7 million dollars in this development, which will result in significant tax revenues in future years. The estimated value in property tax revenue that this building will eventually generate is in a range of \$430K - \$480K per year.

---

**ATTACHMENTS:**

- ▢ [Staff Report](#)
- ▢ [Resolution R2015-70](#)
- ▢ [Concurrency](#)
- ▢ [Traffic Statement](#)
- ▢ [PZB Minutes of July 13, 2015](#)



# City of North Miami Beach, Florida

## COMMUNITY DEVELOPMENT DEPARTMENT

### CITY COUNCIL STAFF REPORT

**TO:** City Council

**FROM:** Richard G. Lorber, AICP, Director of Community Development *Richard G. Lorber*

**DATE:** August 18, 2015

**RE:** The Highlands Apartment Building

<b>P&amp;Z ITEM # 15-009</b>	<b>THE HIGHLANDS</b>
<b>OWNER OF PROPERTY</b>	NICOVER, LLC
<b>ADDRESS OF PROPERTY</b>	13780-13810 HIGHLAND DRIVE
<b>FOLIO NUMBERS</b>	07-2221-002-0520; 07-2221-002-0530; 07-2221-002-0540 & 07-2221-002-0580
<b>LEGAL DESCRIPTIONS</b>	LOTS 1, 2, 3, 4, 5 AND 12, BLOCK 7, OF ARCH CREEK HIGHLANDS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 15, AT PAGE 3, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.
<b>EXISTING ZONING</b>	MU/C, ARCH CREEK MIXED-USE CORRIDOR DISTRICT, TRANSITION SUB-AREA
<b>EXISTING LAND USE</b>	PARTIALLY VACANT
<b>FUTURE LAND USE DESIGNATION</b>	MU/C, MIXED-USED CORRIDOR

**BACKGROUND:**

The applicant, Markus Frankel, representing NICOVER, LLC requests site plan approval in order to construct a seven-story, 78,157 square foot residential apartment building consisting of 60 units on a vacant parcel of land totaling 37,582 square feet (0.85 acres) located at 13780-13810 Highland Drive , in the MU/C, Arch Creek Mixed-Use Corridor District, Transition Sub-Area.

**SURROUNDING LAND USES:**

Location	Zoning Designations	Existing Land Uses	Future Land Use Designations
North	MU/C, Arch Creek Mixed-Use Corridor District, Core Sub-Area	Commercial Use	MU/C, Mixed-Use Corridor

South	MU/C, Arch Creek Mixed-Use Corridor District, Edge Sub-Area	Residential Use	MU/C, Mixed-Use Corridor
East	MU/C, Arch Creek Mixed-Use Corridor District, Edge Sub-Area	Residential Use	MU/C, Mixed-Use Corridor
West	MU/C, Arch Creek Mixed-Use Corridor District, Core Sub Area	Residential and Commercial Uses	MU/C, Mixed-Use Corridor

**THE SITE:**

The subject site is a 37,582 square foot vacant lot.

**THE PROJECT:**

The applicant proposes the construction of a residential apartment building at a height of seven stories. Sixty units are proposed, including a lobby/lounge, fitness gym, swimming pool, spa, and play areas within a secured landscape environment.

Staff has reviewed the application for consideration by the City Council; in this report, Staff presents the applicable Zoning and Land Development Code regulations with recommendations.

**Sec. 24-58.4 MU/C, Arch Creek Mixed-Use Corridor District, Transition Sub-Area, Flex Building Type**

**Uses Permitted**

Permitted	Proposed	Recommendation/Comments
Multifamily Residential Dwellings	Residential Apartment Building	Complied

**Site Development Standards**

Required	Proposed	Recommendation/Comments
Minimum lot area: N/A	37,582 sq.ft. (0.84 acres)	Complied
Minimum lot width: 75 feet (200' max)	210-255 feet (irregular lot)	Waived per Table MU-2 (Lot Standards by Building Type)
Minimum lot depth: 130 feet	105.76-214.67 feet	Complied
Minimum setbacks: <ul style="list-style-type: none"> <li>▪ Front/ side street primary: 15' (30' max)</li> <li>▪ Front/ side street</li> </ul>	<ul style="list-style-type: none"> <li>▪ Front/ side street primary: N/A</li> <li>▪ Front/ side street</li> </ul>	

secondary: 10' (20' max) <ul style="list-style-type: none"> <li>▪ Front/ side street tertiary: 10' (20' max)</li> <li>▪ Rear: 0'</li> <li>▪ Side (interior): 0'</li> <li>▪ Rear (abutting townhouse, zero-lot lines, and existing single family dwelling, and alley): 30'</li> </ul>	secondary: N/A <ul style="list-style-type: none"> <li>▪ Front/ side street tertiary: 30' front/40' side</li> <li>▪ Rear: 0'</li> <li>▪ Side (interior): 0'</li> <li>▪ Rear (abutting townhouse, zero-lot lines, and existing single family dwelling, and alley): 83'-7"</li> </ul>	<ul style="list-style-type: none"> <li>▪ Waived per MU Tertiary Street Modification Allowance under (J) Street Standards</li> </ul>
Maximum building height: <ul style="list-style-type: none"> <li>▪ Transition sub-area: 8 stories/110'</li> </ul>	7 stories/84'-10"	Complied
Minimum open space area: 10%	64%	Complied
Minimum pervious area: 10%	24%	Complied
Minimum space requirements: 1 per unit plus 1 per 20 units for guest parking	65 on site spaces + 10 row spaces	Complied

**Article IX Off-Street Parking and Loading**  
**Sec. 24-93 Parking Lot Design Standards**

Required	Proposed	Recommendation
Paving and Drainage: <ul style="list-style-type: none"> <li>• Surfaced w/6 inch rolled rock and 1 inch weatherproof pavement</li> <li>• Proper drainage</li> </ul>	Asphalt parking lot.  Drainage conceptual provided	Complied  Complied
Minimum parking space sizes <ul style="list-style-type: none"> <li>• Standard 9' x 18'</li> <li>• Handicapped 12' x 20' plus 5' access ramp</li> </ul>	9' x 18' 12' x 20' with 5' access ramp	Complied Complied
Traffic Control:	<ul style="list-style-type: none"> <li>▪ Traffic Impact Analysis Review conducted by RMA for entire zoning district.</li> <li>▪ Applicant submitted traffic study.</li> </ul>	Complied  Complied

**Article XI. Landscaping**  
**Sec. 24-119**

Required	Proposed	Recommendation
Landscape Plan	Provided	Complied.

**Article X Subdivision and Floodplain Standards**  
**Sec. 24-106(E)(2)(a)(2)**

Required	Proposed	Recommendation
N/A (Zone X)	N/A (Zone X)	N/A

**COMMUNITY DEVELOPMENT DEPARTMENT ANALYSIS:**

The intent of the MU/C, Arch Creek Mixed-Use Corridor District is to support a balanced mix of land uses characterized by compactness, pedestrian friendly design, and neighborhood-scale framed by architecture and landscape design appropriate to local history and the natural environment.

The proposed residential apartment building is in accordance with Section 24-58.4 of the Code of Ordinances since it encourages people to reside in the district, stimulates neighborhood commercial and retail activities, and ensures high quality developments to follow within the district.

**COMMUNITY DEVELOPMENT DEPARTMENT RECOMMENDATION:**

The Community Development Department recommends approval of this project subject to the following conditions:

1. Application/supporting documentation. Construction of the proposed project shall be in conformance with the following:
  - (a) Sketch of Survey prepared by John Ibarra & Associates, Inc.
  - (b) Plans prepared by Frankel Benayoun Architects Inc. including the following:
    - Cover Sheet & Project Info Survey, Sheet A-0.00
    - Site Plan/Level 1 Floor Plan, Sheet A-1.00
    - Typical Floor Plan, Sheet A-1.02
    - Penthouse Floor Plan, Sheet A-1.03
    - Roof Plan, Sheet A-1.04
    - North Elevation, Sheet A-2.01
    - West Elevation, Sheet A-2.02
    - South Elevation, Sheet A-2.03
    - East Elevation, Sheet A-2.04
    - Street View and Aerial Renderings, Sheet A-3.01
    - Street View Rendering, Sheet A-3.02
    - Aerial Rendering, Sheet A-3.03
    - Pool Rendering, Sheet A-3.04

- Planting Plan Ground Level, Sheet L-1
  - Planting Roof Plan, Sheet L-2
  - Planting Details, Sheet L-3
  - Paving & Drainage, Sheet C-1
  - Water & Sewer Plan, Sheet C-2
  - Pavement Marking & Signage Plan, Sheet C-3
2. All representations and exhibits as prepared and provided to the Community Development Department as part of the Application Submittal Package, as amended.
  3. All representations proffered by the Applicant's representatives as a part of the review of the application at public hearings.
  4. All comments made by all Staff Reviewers and submitted to the applicant on June 11, 2015 shall be addressed prior to Building permit submittal as follows:

**ZONING / LANDSCAPE:**

5. Applicant must submit Demolition Plan and Construction Logistics Plan to include construction parking, dust control, noise control, litter control, hours of operation and a contact name and number in case of complaints prior to issuance of Building Permit.
6. Applicant shall provide unity of title prior to issuance of Building Permit.
7. Any tandem parking must be assigned to the same unit. A restrictive covenant to that effect shall be submitted to the City Attorney's Office for approval prior to the approval of a building permit application by the Planning and Zoning Division.
8. All parking within the public right-of-way to be constructed and maintained in perpetuity by the applicant.
9. All city impact fees, including but not limited to Parks and Police shall be payable at time of permitting.
10. Substantial modifications to the plans submitted and approved as part of the application may require the applicant to return to the Planning and Zoning Board and Mayor and City Council for approval. Insubstantial changes may be administratively approved by the City Manager or designee. However, under no circumstances, may any plans, site plans, building, structure, or project be administratively altered greater than five (5%) percent, but in no event greater than five hundred (500) square feet. Any de minimis amendments to the plans or site plans which cannot be resolved administratively shall be returned to the Mayor and City Council for a formal review.
11. The master building permit from the City must be applied for within one (1) year of site plan approval. Extension requests may be extended administratively for good cause for one six (6) month period by the City Manager or designee upon the payment of the appropriate fee, otherwise reapplication is necessary. Such extension must be administratively documented and filed with the appropriate department. This period may be extended by the Mayor and City Council for good cause.

**ENGINEERING:**

12. All plans at time of permitting must be signed and sealed by a State of Florida certified Engineer and must be stamped approved by Miami-Dade County.
13. All plans at time of permitting must include Drainage Calculations, and be signed and sealed by an Engineer. Drainage Calculations must specify design criteria and must include all maps, charts, tables, and sources to support parameters used in calculations. Drainage calculations on-site must be based on 5-year Storm, 10 minutes time of concentration (Intensity = 6.20 inches/hr.) For the off-site system, 10-Year, 10 minutes time of concentration. Pipe must be 24" diameter HDPE & BMP Snout baffle.
14. At time of permitting, applicant must submit two original sets of S.F.W.M.D Usual-Open-Hole Percolation Test, signed and sealed from an approved testing laboratory, 15' deep test hole at location of proposed exfiltration trench. Percolation rate from this test must be used for the drainage design. This will only be required if an exfiltration trench will be used.
15. Prior to sign off of the final inspection & Certificate of Occupancy, applicant must submit Letter of Substantial Compliance from Engineer of Record and As-built (for work on public right-of-way only) drawing from certified Provide Erosion & Sediment Control Plan.

**UTILITIES:**

**(WATER)**

16. If a fire hydrant is deemed necessary on NE 20 Lane, a water main extension shall be the responsibility of the developer.
17. Domestic water service installation must be permitted through the City's Engineering Dept. The City's Engineering Dept., and follow standard requirements of water service connection approvals.

**(SEWER)**

18. If necessary, a gravity sanitary sewer main extension shall be the responsibility of the developer.

**(GENERAL)**

19. Prior to permitting, building plans must be submitted to the City's Engineering Division for review and assessment of utility-related fees and for sign off after payment of said fees.

**SANITATION:**

20. Garbage service to be provided by the City of North Miami Beach or its designee.

**POLICE:**

21. Applicant must provide PD with Access to the property at all times.
22. Applicant must work with PD on a safety plan.
23. Applicant must join the ***NMBPD Trespass After Warning*** Program.

**PLANNING & ZONING BOARD**

- 24. Provide better accessibility into the lobby from south and east parking lot areas and for handicapped spaces.
- 25. The rooftop common area is to be used for access, service and maintenance only.
- 26. Individual rooftop terraces are to be used exclusively by the unit below and rooftop access by elevator shall be key-controlled.

*(Note: These conditions have been satisfied in the revised plans submitted for Council approval.)*

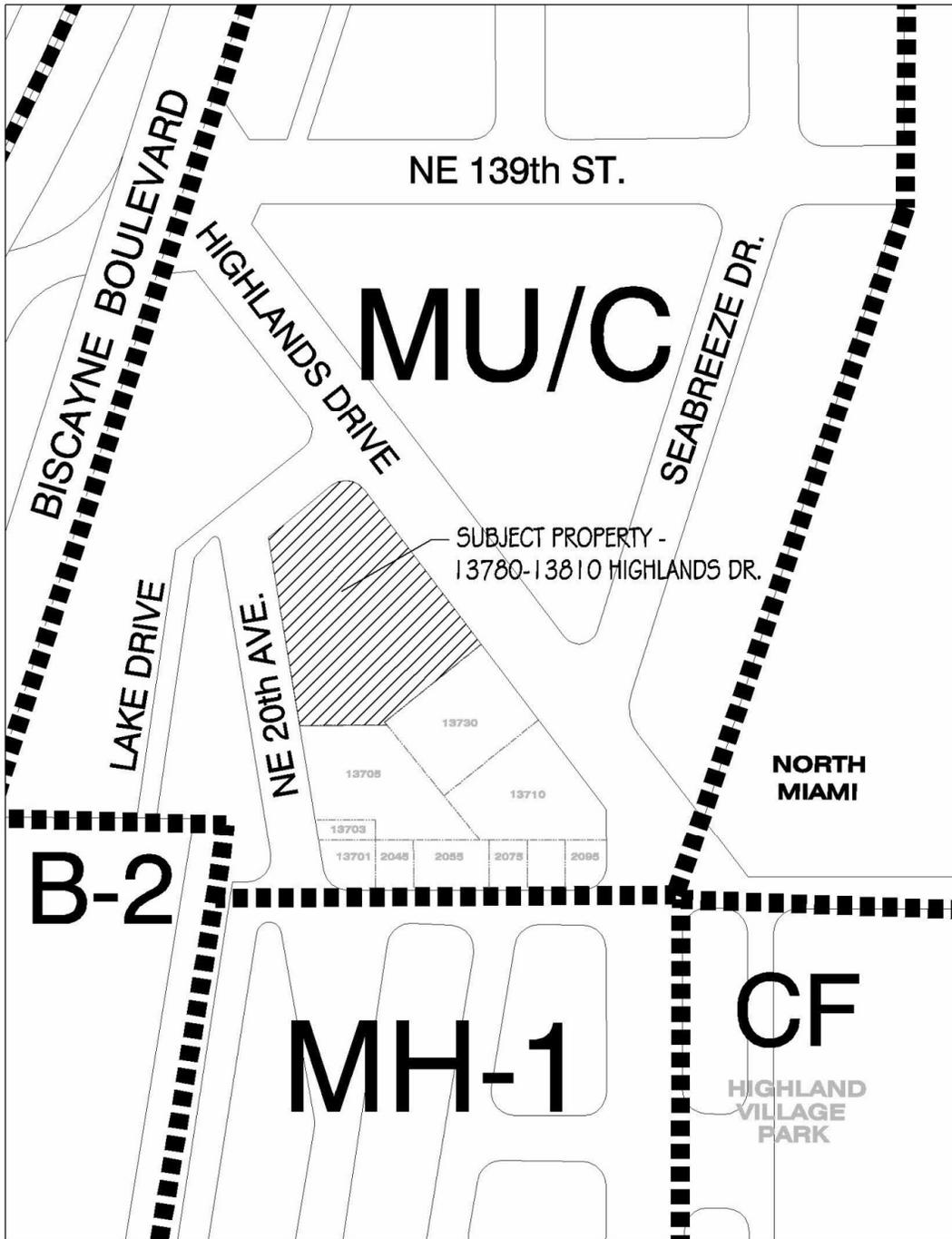
**SUBMITTAL HISTORY:**

TRAD (June 11, 2015)

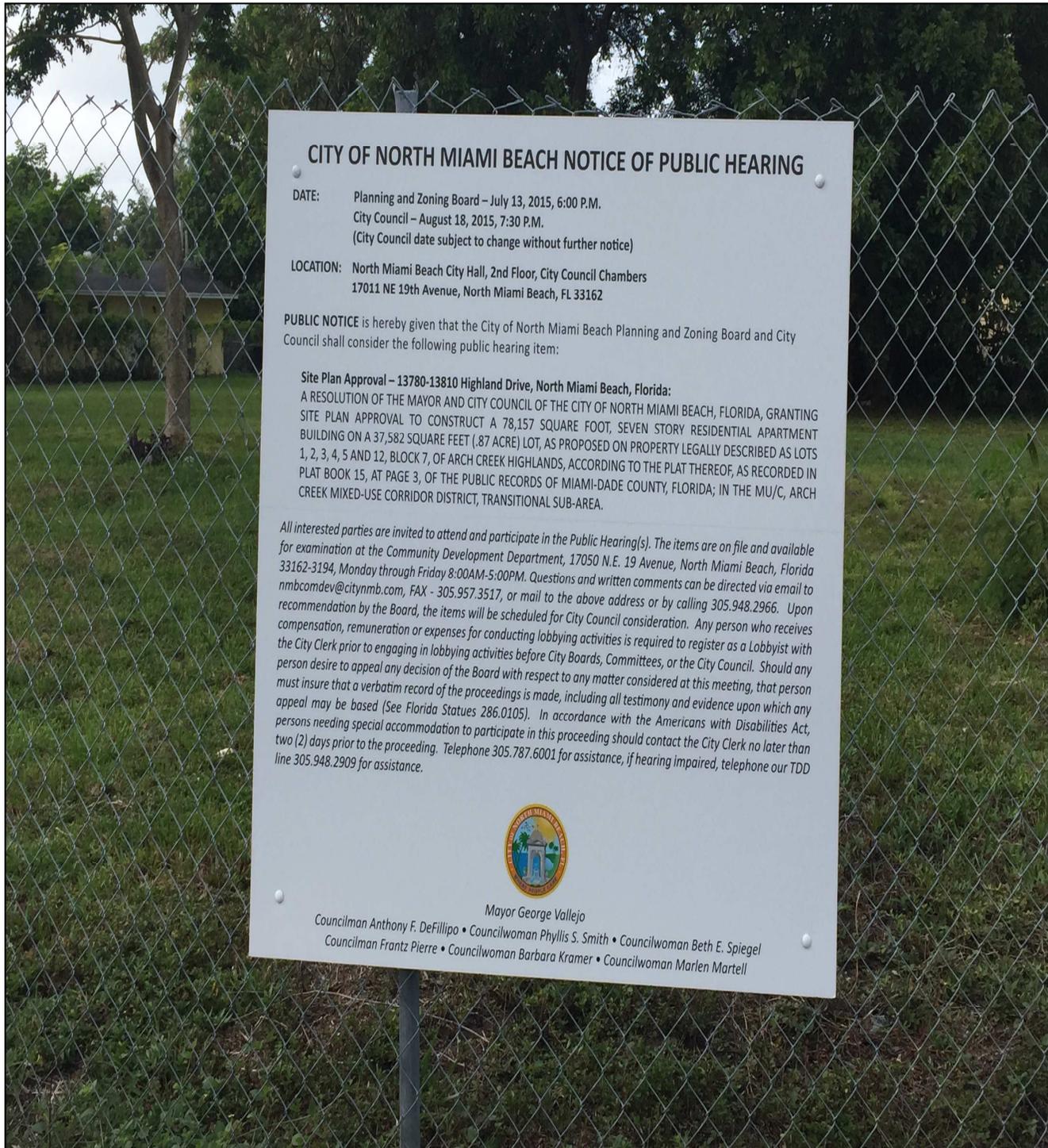
PLANNING & ZONING BOARD (July 13, 2015) unanimously approved 6-0 vote.

CITY COUNCIL (August 18, 2015)

LOCATION AND ZONING MAP



**ADVERTISEMENT HISTORY:**



**CITY OF NORTH MIAMI BEACH NOTICE OF PUBLIC HEARING**

**DATE:** Planning and Zoning Board – July 13, 2015, 6:00 P.M.  
City Council – August 18, 2015, 7:30 P.M.  
(City Council date subject to change without further notice)

**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 and City Council shall consider the following public hearing item:

**Site Plan Approval – 13780-13810 Highland Drive, North Miami Beach, Florida:**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, GRANTING SITE PLAN APPROVAL TO CONSTRUCT A 78,157 SQUARE FOOT, SEVEN STORY RESIDENTIAL APARTMENT BUILDING ON A 37,582 SQUARE FEET (.87 ACRE) LOT, AS PROPOSED ON PROPERTY LEGALLY DESCRIBED AS LOTS 1, 2, 3, 4, 5 AND 12, BLOCK 7, OF ARCH CREEK HIGHLANDS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 15, AT PAGE 3, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; IN THE MU/C, ARCH CREEK MIXED-USE CORRIDOR DISTRICT, TRANSITIONAL SUB-AREA.

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.



Mayor George Vallejo

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

## CITY OF NORTH MIAMI BEACH NOTICE OF PUBLIC HEARING

DATE: Planning and Zoning Board – July 13, 2015, 6:00 P.M.  
City Council – August 18, 2015, 7:30 P.M.  
(City Council date subject to change without further notice)

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**Site Plan Approval – 13780-13810 Highland Drive, North Miami Beach, Florida:**  
A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, GRANTING SITE PLAN APPROVAL TO CONSTRUCT A 78,157 SQUARE FOOT, SEVEN STORY RESIDENTIAL APARTMENT BUILDING ON A 37,582 SQUARE FEET (.87 ACRE) LOT, AS PROPOSED ON PROPERTY LEGALLY DESCRIBED AS LOTS 1, 2, 3, 4, 5 AND 12, BLOCK 7, OF ARCH CREEK HIGHLANDS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 15, AT PAGE 3, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; IN THE MU/C, ARCH CREEK MIXED-USE CORRIDOR DISTRICT, TRANSITIONAL SUB-AREA.

*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.*



Mayor George Vallejo

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

7/2/2015

**Title:****Category:** Hearings**Adnumber:** 2458414

CITY OF NORTH MIAMI BEACH NOTICE OF PUBLIC HEARING DATE/TIME: Monday, July 13, 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: Site Plan Approval — 13780-13810 Highland Drive, 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 78,157 SQUARE FOOT, SEVEN STORY RESIDENTIAL APARTMENT BUILDING ON A 37,582 SQUARE FEET (.87 ACRE) LOT, AS PROPOSED ON PROPERTY LEGALLY DESCRIBED AS LOTS 1, 2, 3, 4, 5 AND 12, BLOCK 7, OF ARCH CREEK HIGHLANDS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 15, AT PAGE 3, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; IN THE MU/C, ARCH CREEK MIXED-USE CORRIDOR DISTRICT, TRANSITIONAL SUB-AREA. 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. 7/2 15-145/2458414M

8/10/2015

**Title:****Category:** Hearings**Adnumber:** 2470877

CITY OF NORTH MIAMI BEACH NOTICE OF PUBLIC HEARING DATE/TIME: Tuesday, August 18, 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: Site Plan Approval — 13780-13810 Highland Drive, 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 78,157 SQUARE FOOT, SEVEN STORY RESIDENTIAL APARTMENT BUILDING ON A 37,582 SQUARE FEET (.87 ACRE) LOT, AS PROPOSED ON PROPERTY LEGALLY DESCRIBED AS LOTS 1, 2, 3, 4, 5 AND 12, BLOCK 7, OF ARCH CREEK HIGHLANDS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 15, AT PAGE 3, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; IN THE MU/C, ARCH CREEK MIXED-USE CORRIDOR DISTRICT, TRANSITIONAL SUB-AREA. 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. 8/10 15-113/2470877M

**RESOLUTION NO. R2015-70**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, GRANTING SITE PLAN APPROVAL, IN ORDER TO CONSTRUCT A 78,157 SQUARE FOOT, SEVEN-STORY RESIDENTIAL APARTMENT BUILDING ON A 37,582 SQUARE FOOT, PARTIALLY VACANT PARCEL OF LAND, AS PROPOSED, ON PROPERTY LEGALLY DESCRIBED AS:**

**LOTS 1, 2, 3, 4, 5 AND 12, BLOCK 7, OF ARCH CREEK HIGHLANDS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 15, AT PAGE 3, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.**

**A/K/A  
13780-13810 HIGHLAND DRIVE  
North Miami Beach, Florida**

**WHEREAS**, the property described herein is zoned MU/C, Arch Creek Mixed-Use Corridor District, Transition Sub-Area; and

**WHEREAS**, the applicant requests site plan approval in order to construct a seven-story, 78,157 square foot residential apartment building consisting of 60 units on a vacant parcel of land totaling 37,582 square feet (0.85 acres), located at 13780-13810 Highland Drive; and

**WHEREAS**, the Planning and Zoning Board, after a public hearing on July 13, 2015, recommended approval of the site plan, by a vote of 6-0, subject to the conditions set forth and included herein below in Section 1.

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

**Section 1.** Site plan approval in order to construct a seven-story, 78,157 square foot residential apartment building consisting of 60 units on a vacant parcel of land totaling 37,582 square feet (0.85 acres), on property legally described as:

**LOTS 1, 2, 3, 4, 5 AND 12, BLOCK 7, OF ARCH CREEK HIGHLANDS, ACCORDING TO THE PLAT THEREOF, AS**

RECORDED IN PLAT BOOK 15, AT PAGE 3, OF THE PUBLIC  
RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

A/K/A  
13780-13810 HIGHLAND DRIVE  
North Miami Beach, Florida

IS HEREBY **GRANTED** SUBJECT TO THE FOLLOWING CONDITIONS:

1. Unless otherwise provided, all of the below conditions shall be completed/complied with prior to the issuance of the building permit.
2. Application/supporting documentation. Construction of the proposed project shall be in conformance with the following:
  - a. Sketch of Survey prepared by John Ibarra & Associates, Inc.
  - b. Plans prepared by Frankel Benayoun Architects Inc. including the following:
    - i. Cover Sheet & Project Info Survey, Sheet A-0.00
    - ii. Site Plan/Level 1 Floor Plan, Sheet A-1.00
    - iii. Typical Floor Plan, Sheet A-1.02
    - iv. Penthouse Floor Plan, Sheet A-1.03
    - v. Roof Plan, Sheet A-1.04
    - vi. North Elevation, Sheet A-2.01
    - vii. West Elevation, Sheet A-2.02
    - viii. South Elevation, Sheet A-2.03
    - ix. East Elevation, Sheet A-2.04
    - x. Perspective Renderings, Sheet A-3.01
    - xi. Planting Plan Ground Level, Sheet L-1
    - xii. Planting Roof Plan, Sheet L-2
    - xiii. Planting Details, Sheet L-3
    - xiv. Paving & Drainage, Sheet C-1
    - xv. Water & Sewer Plan, Sheet C-2
    - xvi. Pavement Marking & Signage Plan, Sheet C-3
3. All representations and exhibits as prepared and provided to the Community Development Department as part of the Application Submittal Package, as amended.
4. All representations proffered by the Applicant's representatives as a part of the review of the application at public hearings.
5. All comments made by all Staff Reviewers and submitted to the applicant on June 11, 2015 shall be resolved/approved addressed.

**ZONING / LANDSCAPE:**

6. Applicant shall provide a unity of title, in a form acceptable to the City Attorney, for all parcels prior to issuance of the Building Permit. The unity of title shall be recorded in the Public Records of Miami-Dade County, FL, at the expense of the Applicant.
7. All City impact fees shall be paid prior to application submission for a building permit.
8. Substantial modifications to the plans submitted and approved as part of the application may require the Applicant to return to the Planning and Zoning Board and Mayor and City Council for approval. Insubstantial changes may be administratively approved by the City Manager or designee. However, under no circumstances, may any plans, site plans,

building, structure, or project be administratively altered greater than five (5%) percent, but in no event greater than five hundred (500) square feet. Any de minimis amendments to the plans or site plans which cannot be resolved administratively shall be returned to the Mayor and City Council for a formal review.

9. The Applicant shall submit an MOT (Maintenance of Traffic) to Public Works Department staff for review and approval prior to the issuance of a building permit. The MOT shall address any traffic flow disruption due to construction activity on the site.
10. The conditions of approval for this Site Plan Approval are binding on the applicant, the property owners, operators, and all successors in interest and assigns.
11. The master building permit from the City must be applied for within one (1) year of site plan approval. Extension requests may be extended administratively for good cause for one six (6) month period by the City Manager or designee upon the payment of the appropriate fee, otherwise reapplication is necessary. Such extension must be administratively documented and filed with the appropriate department. This period may be extended by the Mayor and City Council for good cause.
12. Applicant must submit Demolition Plan and Construction Logistics Plan to include construction parking, dust control, noise control, litter control, hours of operation and a contact name and number in case of complaints prior to issuance of Building Permit.
13. Any tandem parking spaces must be assigned to the same unit. A restrictive covenant, in a form acceptable to the City Attorney, reflecting tandem parking and unit assignment shall be prepared and recorded by the Applicant, subject to approval by the City Manager or designee.
14. The Applicant shall construct the parking spaces (shown on the plans included and referenced in Condition 2.) and shall maintain said spaces in perpetuity.

#### **ENGINEERING:**

15. All engineering (paving and drainage) plans at time of permitting must be signed and sealed by a State of Florida Certified Engineer and must be stamped approved by Miami-Dade County DRER and FDOT.
16. All engineering (paving and drainage) plans at time of permitting must include Drainage Calculations, and be signed and sealed by an Engineer. Drainage Calculations must specify design criteria and must include all maps, charts, tables, and sources to support parameters used in calculations. Drainage calculations on-site must be based on 5-year Storm, 10 minutes time of concentration (Intensity = 6.20 inches/hr.) For the off-site system, 10-Year, 10 minutes time of concentration. Pipe must be 24" diameter HDPE & BMP Snout baffle.
17. At time of permitting, applicant must submit two original sets of S.F.W.M.D Usual-Open-Hole Percolation Test, signed and sealed from an approved testing laboratory, 15' deep test hole at location of proposed exfiltration trench. Percolation rate from this test must be used for the drainage design. This will only be required if an exfiltration trench will be used.
18. Prior to sign off of the final inspection & Certificate of Occupancy, Applicant must submit Letter of Substantial Compliance from Engineer of Record and As-built (for work on public right-of-way only) drawing from certified Provide Erosion & Sediment Control Plan.
19. All modifications to sidewalks, driveways, and traffic pavement markings must meet FDOT requirements.

**UTILITIES:**

**(Water)**

20. All water service installations are the responsibility of the owner/developer and must be permitted through the City's Engineering Dept., this includes a water main extension needed as the result of additional required fire hydrants.
21. All implant fees and fireflow demand charges will be calculated and be payable at time of permitting. Any credits for any previous allocation on site will be evaluated.

**(Sewer)**

22. Sewer connection charges will be calculated and be payable at time of permitting. Any credits for any previous allocation on site will be evaluated.
23. All Miami-Dade County sewer connection fees will be calculated by the County at time of permitting and are the responsibility of the owner/developer.

**SANITATION:**

24. Garbage collection service will be provided by the City of North Miami Beach or designee.

**POLICE:**

25. Applicant must provide the NMBPD with access to the property at all times.
26. Applicant provide the NMBPD with a safety plan.
27. Applicant must join the NMBPD *Trespass After Warning* Program.

**Section 2.** The City Council makes the following FINDINGS OF FACT based upon the substantial competent evidence provided:

The requested approval is not contrary or detrimental to the public interest because the proposed use and design is compatible with the surrounding land uses and is in keeping with the surrounding properties.

**Section 3.** Pursuant to Section 24-172(I) of the Code of Ordinances of the City of North Miami Beach, the Applicant must apply for a master building permit from the City within one (1) year of the date of this Resolution or the site plan approval granted shall be deemed null and void and the applicant shall be required to reinstate the site plan review process unless the term is extended administratively or by the City Council prior to its expiration.

**Section 4.** Pursuant to Section 24-176(C)(4)(a) of the Code of Ordinances of the City of North Miami Beach, any variance granted shall automatically expire if a permit has not been applied

for within one year from the date of this Resolution or, if the permit is issued, expires or is revoked pursuant to the Florida Building Code.

**APPROVED AND ADOPTED** by the City Council of the City of North Miami Beach, Florida at regular meeting assembled this **18<sup>th</sup> day of August, 2015**.

ATTEST:

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

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

(CITY SEAL)

APPROVED AS TO FORM &  
LANGUAGE & FOR EXECUTION

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

SPONSORED BY: Mayor and City Council

<b>COUNCILPERSON</b>	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
Mayor George Vallejo				
Vice-Mayor Anthony DeFillipo				
Councilwoman Barbara Kramer				
Councilwoman Marlen Martell				
Councilman Frantz Pierre				
Councilwoman Phyllis Smith				
Councilwoman Beth Spiegel				



**BELL DAVID PLANNING GROUP, INC.**  
Navigating Florida's Planning Requirements

## CITY OF NORTH MIAMI BEACH - CONCURRENCY REVIEW

DATE OF REVIEW: July 1, 2015

PROJECT APPLICANT: Nicover, LLC/Blue Road Developers

PROJECT NAME: Highlands Project Apartments

APPLICATION NUMBER: N/A – Pre-Application Review

PROJECT LOCATION: 13780-13810 Highland Drive (Folios # 07-2221-002-0520, -0530 and -0580)

PROJECT REQUEST: Plan Review

PROJECT DESCRIPTION: Proposed Residential Apartment and Retail Development consisting of: 60 Apartments w/ 120 Bedrooms (78,157 GSF)

FUTURE LAND USE: MU/C (Mixed Use Corridor)

ZONING DISTRICT: MU/C (Mixed Use Corridor)

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### Level of Service Analysis

This Level of Service Analysis is based on those standards contained in Chapter 24, Article XIV Public Facility Capacity; Concurrency Management.

### Transportation:

Traffic Impact Analysis and Traffic Plan Review are not a part of this review and will be performed at a later date when the applicant submits a Traffic Impact Analysis.

### Potable Water:

The City has an adopted potable water level of service standard for multi-family residential of 150 gals./bedroom/day (120 bedrooms). These uses would increase demand by **18,000 gallons per day** on the existing potable water facilities. Adequate water supply and treatment capacities exist to service the use.

Due to increased conservation and lower water usage the City may wish to revisit its standard at a future date.

Sanitary Sewer:

The City has an adopted sanitary sewer level of service standard for multi-family residential of 200 gals./unit/day (60 units). These uses would increase demand by **12,000 gallons per day**. Adequate sanitary sewer and treatment capacities exist to service the use.

Due to increased conservation and lower water usage the City may wish to revisit its standard at a future date.

Solid Waste:

Solid Waste needs vary greatly based on type of use. The City has adopted a multi-family residential level of service standard for solid waste of 7 lbs./unit/day. The proposed use would increase demand by **420 lbs. per day** for the M-F units. Adequate MD solid waste capacities exist to service the use.

For purposes of Solid Waste level of service the Miami-Dade County LOS is described herein.

The County Solid Waste Management System, which includes County-owned solid waste disposal facilities and those operated under contract with the County for disposal, shall, for a minimum of five (5) years, collectively maintain a solid waste disposal capacity sufficient to accommodate waste flows committed to the System through long-term interlocal agreements or contracts with municipalities and private waste haulers, and anticipated non-committed waste flows.

Drainage:

Reviewed by City Engineer

Parks & Recreation:

The level of service standard for recreation and open space is based on resident population and park acreage of 2 acres of park and recreation space per 1000 population. In North Miami Beach the average household contains 2.86 persons. The proposed project contains 60 units with a total population of 172. Therefore, this residential use will generate a demand for **0.344 acres** of recreation and open space.

Public Schools

CMS Application submitted by City on 6/25/15 (MDCPS CMS # SP0715062500898).

Impact determined by MDCPS.

School Concurrency Fee shall be paid by the Applicant directly to MDCPS.

Attachment

 printer-friendly version

## Miami-Dade County Public Schools

### Concurrency Management System

MDCPS Application Number: SP0715062500898 Local Government (LG): North Miami Beach  
 Date Application Received: 6/25/2015 3:19:01 PM LG Application Number: 15-009  
 Type of Application: Site Plan Sub Type: Public  
 Applicant's Name: The Highlands Apartment Building  
 Address/Location: 13780-13810 Highland Drive, North Miami Beach, FL 33162  
 Master Folio Number: 0722210020520  
 Additional Folio Number(s): 0722210020530, 0722210020540, 0722210020580  
 Name of Subdivision:  
 T-Plat number:  
 PROPOSED # OF UNITS  
 SINGLE-FAMILY DETACHED UNITS: 0 Seats Required: Elementary: 5  
 SINGLE-FAMILY ATTACHED UNITS: 0 Middle: 3  
 MULTIFAMILY UNITS: 60 Senior: 3

CONCURRENCY SERVICE AREA SCHOOLS						
CSA Id	Facility Name	Net Available Capacity	Seats Required	Seats Taken	LOS Met	Source Type
5005	DAVID LAWRENCE JR K-8 CENTER (ELEM COMP)	-328	5	0	NO	Current CSA
5005	DAVID LAWRENCE JR K-8 CENTER (ELEM COMP)	0	5	0	NO	Current CSA Five Year Plan
5006	DAVID LAWRENCE JR K-8 CENTER (MID COMP)	-170	3	0	NO	Current CSA
5006	DAVID LAWRENCE JR K-8 CENTER (MID COMP)	0	3	0	NO	Current CSA Five Year Plan
6301	JOHN F KENNEDY MIDDLE	108	3	3	YES	Current CSA
7048	ALONZO AND TRACY MOURNING SENIOR HIGH BISCAYNE BAY	-169	3	0	NO	Current CSA
7048	ALONZO AND TRACY MOURNING SENIOR HIGH BISCAYNE BAY	0	3	0	NO	Current CSA Five Year Plan

\*An Impact reduction of 0.2236 included for charter and magnet schools (Schools of Choice).

MDCPS has conducted a public school concurrency review for this application and has determined that it **DOES MEET (Concurrency Met)** all applicable LOS Standards for a Final Development order as adopted in the local (Government) 's Educational Element and incorporated in the Interlocal Agreement for Public School Facility Planning in Miami-Dade County.

Kimberly Marcellus | Assistant Planner | Planning and Zoning



17050 NE 19 Avenue, North Miami Beach, Florida 33162  
[kimberly.marcellus@citynmb.com](mailto:kimberly.marcellus@citynmb.com)  
 305-354-4464

Date: July 11, 2015  
To: Alex David, Bell David Planning Group  
From: Salman Rathore, P.E.  
Project #: 3755\*01  
Subject: The Highland Residential Building Traffic Statement Review

**MEMORANDUM**

**Traffic**

Mr. David, this memorandum documents the findings of the review of The Highland Residential Building Traffic Statement prepared by Traf Tech Engineering Inc., dated July 10, 2015. Based on the AM / PM peak hour trips generated by this development (as per the submitted Traffic Statement), the project will have a de-minimus impact on the surrounding roadway network.



***City of North Miami Beach, Florida***  
**COMMUNITY DEVELOPMENT DEPARTMENT**

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**PLANNING & ZONING BOARD MEETING**  
**MONDAY, JULY 13, 2015**

**Attendees:**

Members -

Chair Evan Piper

V. Chair Julian Kreisberg

Jeffrey Lynn

Joseph Litowich

Hector Marrero

Saul Smukler

Carlos Rivero, City Planner

Richard Lorber, Assistant City Manager

Sarah Johnston, Assistant City Attorney

Kimberly Marcellus, Assistant Planner

Lisa Edmondson/Prototype, Inc., Board Clerk

Michael Mosher (absent)

**1. Pledge of Allegiance**

Chair Piper called the meeting to order at 6:07 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, June 8, 2015**

**Motion** made by Vice Chair Kreisberg, seconded by Mr. Lynn, to approve the minutes of the June 8, 2015, meeting as amended.

- p. 5, 3<sup>rd</sup> paragraph, 2<sup>nd</sup> sentence: change the word “since” to “just because”
- p. 10, add that his knowledge might cause him to have to recuse himself from a potential lawsuit (Staff will listen to audio before changing the minutes)

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 15-004: Site Plan Approval and Variance – 18200 NE 19th Avenue, North

Miami Beach, FL

Approved by City Council unanimously on Tuesday, July 7<sup>th</sup>, 2015.

- Item 15-006: Zoning and Land Development Code Amendment (Banner Bond Elimination)-North Miami Beach, FL  
Approved by City Council unanimously on Second Reading, Tuesday, July 7<sup>th</sup>, 2015.
- Item 15-007 (A)- Comprehensive Plan Amendment (Maule Lake) – North Miami Beach, FL:  
Pending City Council Approval for First Reading on Tuesday, July 21, 2015.
- Item 15-007 (B)- Zoning and Land Development Code Amendment (Maule Lake) – North Miami Beach, FL:  
Pending City Council Approval for First Reading on Tuesday, July 21, 2015.

## 6. New Business

### **Item 15-009: Site Plan Approval – 13780-13810 Highland Drive, 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 78,157 SQUARE FOOT, SEVEN STORY RESIDENTIAL APARTMENT BUILDING ON A 37,582 SQUARE FEET (.87 ACRE) LOT, AS PROPOSED ON PROPERTY LEGALLY DESCRIBED AS LOTS 1, 2, 3, 4, 5 AND 12, BLOCK 7, OF ARCH CREEK HIGHLANDS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 15, AT PAGE 3, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; IN THE MU/C, ARCH CREEK MIXED-USE CORRIDOR DISTRICT, TRANSITIONAL SUB-AREA.

Mr. Rivero provided a summary of the staff report for the record, noting there are no variances and no conditional uses.

Louis Supraski, Esq., 2450 Miami Garden Drive, Miami, stated he represented the owner, Nicover LLC. Mr. Supraski introduced the project architect, Marcus Frankel.

Mr. Frankel, 11717 Concourse, Bay Harbor Island, introduced his partner, Ifhat Benayoun-Fishman. Mr. Frankel then gave a history of the project, and recognized Mr. Rivero for his assistance. He mentioned he has done five or six projects for Nicover LLC, and this is the biggest development to date. Mr. Frankel relayed that during the design process they complied with the new Mixed Use Corridor ordinance.

Mr. Frankel stated they have achieved 25% green space on the site; he described the architectural landscaping as contemporary with tropical overtones. Rooftop gardens are also included for those occupying the top floor of the building.

Mr. Frankel continued they worked to enhance the neighborhood and the surrounding three right-of-ways. He described the parking space layout and walkways.

The most important objective for the developer, according to Mr. Frankel, was to achieve a good balance of apartment density and parking (60 units and 75 parking spaces) with a good balance of site amenities. He described the floor plans, which range from 915 square feet to 1162 square feet; they hope that will keep the units affordable.

Mr. Frankel continued, showing a rendering of the entryway and courtyards. There will be a fitness studio and yoga studio just off the lobby; there will also be a multipurpose room adjacent to the swimming pool. He described the material to be used for fencing, noting it is very durable.

Mr. Frankel said that the whole property would look “green” to those on the outside, with the exception of the southeast corner, which is a parking lot.

Carlos Ott, architect, also worked on the building design. Mr. Frankel noted that rooftop gardens are popular in Argentina, where Mr. Ott is from, and they want to show those off in the project.

It was clarified that the dotted line coming out from the main entrance on A-1.00 denoted an entryway canopy from the right-of-way.

In response to a question about tandem parking, Mr. Rivero commented that Condition #7 states that any tandem parking must be assigned to the same unit. It was noted by the applicant that a covenant will be added to that effect. Mr. Frankel said they have ten parking spaces on the swale that could be used for guests or service vehicles. In order to accommodate more service vehicles, Mr. Frankel thought they might be able to designate two of the four spaces along the central walkway for them. It was pointed out that there are no dedicated loading zones. Altogether there are 75 spots, including two handicap spots (only 63 are required); the five tandem spots will probably be assigned to the penthouse units. There is no street parking at this time, but there may be in the future.

The question was raised if everyone would have to get into the building that way through the lobby. It was noted there would be a covered walkway that parallels the lobby wall in the palm court so they could get to the lobby that way, and people using the handicap spaces could enter through the fitness center. It was pointed out that some people would have a long walk to get to the lobby. There should be an accessible pathway directly to the handicap spaces, without having to leave the secured property to get in.

It was pointed out that there is an exit at the stairwell on the left side of the building that connects to the sidewalk (inside the property), and that the west stair tower egress goes into the lobby, not the building. It was noted that 50% of the fire exits are allowed to discharge into the lobby and the other directly to the outside. Discussion continued on

where to have the walkways, with the applicant ultimately being asked to put in the walkways and better define the circulation at the back door.

Ms. Benayoun-Fishman, 11717 Concourse, Bay Harbor Island, said they might be able to create an access between the elevator and what is now the electrical room to accommodate another entry for residents.

A question was raised about the rooftop gardens and the circular stairways accessing them. Ms. Benayoun-Fishman said the staircases are open inside the unit, but have a rooftop enclosure to protect them from the elements. There is a common area of the roof that is accessible from the main elevators to access the condensing units and generators, but the penthouse dwellers have their private areas. There would be a masonry and stucco perimeter wall enclosure that would be nine feet high. In between private gardens would be a five- or six-foot solid wall. To the street would be a glass wall (not actually visible from the street).

The prospect of having large parties on the roof was brought up, but it was established that it is not an assembly area. Mr. Frankel said that it was designed as well as possible to eliminate concerns of large parties. Issues such as noise could be addressed through Code Enforcement if necessary. It was mentioned that for maintenance and security, the private gardens do need to have gated access.

There was concern expressed about the roof overhang for the terraces below, and the possibility of somebody climbing over it. In terms of design, Ms. Benayoun-Fishman said it was better to keep it the way it is, rather than extending the edge of the roof.

Mr. Frankel said there would be access from the common area to the private areas of the rooftop for emergency access, so it would be hard to block the area from residents.

There was discussion on the necessity of having an elevator to the roof, with it being said it that the newer buildings are installing them instead of, or in addition to, staircases. Mr. Rivero noted that the City's Zoning regulations state that rooftop amenities are encouraged to create a unique gathering space to aid in the reduction of the urban heat index in a Mixed Use District Area and to add aesthetic value to the buildings. Discussion ensued on how to word a motion regarding use of the common area of the rooftop. Now and in the future, staff wants to ensure that the design does not encourage large gatherings on the roof.

Ms. Johnston stated that any motion made at the meeting will be accompanied by one amendment with two conditions (drafted by staff): one condition regarding the common area on the rooftop issues, and one condition regarding the addition of two access points to the lobby. The access points will also include the hallway from the palm court. Staff will work with the architect to finalize the plans.

Chair Piper asked that the language drafted by staff would say there would be access

from the parking area to the main entrance through the palm court and that the actual doorway that goes to the rear of the building would probably be in the area of the restrooms. The City Council will look at it the minutes to be clear on the motion.

A question arose about the aerial rendering of the building showing the rooftop with glass around it on A-3.01, while sheet A-1.04 shows a green planter around it. Ms. Benayoun-Fishman said that the elevations are correct, the ones marked A-2.01 through A-2.04. She said the correct rendering is the one on the left, the street view rendering which shows a low landscaped perimeter wall – above the wall would be a glass railing. The planter would be accessed from the rooftop garden. Ms. Benayoun-Fishman clarified that A-3.01 was not accurate because it did not show the planter. The glass railing would be on the outside of the planter for protection from falls.

Mr. Supraski stated that they have not reached the point where they would decide if the rooftop elements such as the planters are common elements or not. The unit owner may be required to maintain it.

In response to a question about the traffic study, Mr. Lorber stated that Table 1 is labeled “Traffic Count,” which measures the current traffic. The amount of traffic proposed to be generated by a 60-unit apartment building is on page 2 of the cover letter. That shows 260 day trips would be generated, with the morning peak generating 18 peak-hour trips and afternoon peak generating 23 peak-hour trips. Adding the proposed generated traffic to the current traffic count would show the total traffic. The impact can then be analyzed, which Mr. Lorber believed would not be harmful.

Chair Piper opened the meeting for public comment for Item 15-009.

Rolland Veilleux, stated he lives next door to the proposed project. He spoke in favor of the plan, and did not see any problem with it.

Gordon von Nehring, 13705 NE 20 Lane, said he owns the property on the west side of the site. He also spoke in favor of the project, saying it would replace some undesirable sites. He proposed eliminating NE 20 Lane to erase the possibility of unwanted people entering the new property at the back, and also eliminate unwanted street parking on NE 20 Lane. Mr. von Nehring said there are only four residents on the street, and he is the only one who uses it.

Chair Piper then asked staff to consider that issue; Mr. Lorber said they have looked at all the streets there and de-emphasized NE 20 Lane, but said that eliminating it at this point would be a daunting effort. Mr. Rivero added there would be issues with police, fire, and sanitation access. Mr. Rivero clarified that 20 Avenue comes from the plat map, which is used as a base and may be incorrect. He verified that NE 20 Lane is on two sides of the property. Discussion ensued on the exact location of NE 20 Lane. Chair Piper again asked staff to examine the issue to see if there is any validity to the idea of eliminating NE 20 Lane before this item goes to the City Council.

Trisha Harris, 2251 NE 136 Street, stated she saw signs go up, but never heard about anything being built. She was interested in the parking and entrance to the property, because she lives in Highland Village and would be sharing the roadway at the entrance. She did not want to see it blocked. Chair Piper explained the front entrance is deep due to the right-of-way. Ms. Harris said she would support the project if the traffic would not be an issue.

Mr. Lorber asked what kind of control would operate the gates. Mr. Supraski responded that all guest parking is on the exterior, but a resident could operate the gates for a guest via a buzzer system. Residents will also have a clicker to open the gate. If that would cause a delay, Mr. Lorber suggested guest access from the NE 20 Lane side. It was noted that sanitation crews would have their own clicker.

Hearing no further comments, Chair Piper closed the meeting for public comment for Item 15-009.

Mr. Rivero recommended approval subject to the conditions listed on the staff report with the addition of the two conditions discussed by the City Attorney, involving common areas on the rooftop and connectivity from the parking lot into the lobby. The applicant accepted all conditions.

**Motion** made by Vice Chair Kreisberg, seconded by Mr. Litowich, to approve Site Plan Approval (Item 15-009) with the conditions and the two amendments. In a roll call vote, the motion passed unanimously (6-0).

**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 7:40 p.m.

[Minutes prepared by J. Rubin, Prototype, Inc.]



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

## MEMORANDUM

 [Print](#)

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**TO:** Mayor and City Council  
**FROM:** Ana M. Garcia, City Manager  
**VIA:** Esmond Scott, Director of Public Works  
Brian K. O'Connor, Chief Procurement Officer  
**DATE:** Tuesday, August 18, 2015

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**RE:** Resolution 2015-71 (Esmond Scott, Public Works Director and Brian O'Connor, Chief Procurement Officer)

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**BACKGROUND ANALYSIS:**

At the July 21, 2015 meeting, by a vote of 5-2, the City of North Miami Beach City Council authorized the City Manager to enter into negotiations with the top Solid Waste provider under RFP# 2014-08 Solid Waste and Recycling Services.

Negotiations began on July 24, 2015 with Waste Management to develop a final agreement and further enhance the value added benefits contained in the RFP.

During the final negotiations held on August 11, 2015 the following "value added benefits" were agreed to:

1. After negotiations our residents will have weekly recycling at a lesser cost than the City currently pays for biweekly recycling services.
2. Current employees will be offered a position with Waste Management for at least five years provided they meet reasonable pre-employment screening requirements comparable to NMB criteria (valid license, drug test) and will be compensated no less than the current wage paid by the City of North Miami Beach.
3. NMB resident employees will have first priority to remain on NMB routes.

4. NMB will receive an annual contribution of \$20,000 to be used for special events, sponsorships and scholarships.
5. NMB will receive \$5,000.00 annually toward Hybrid/Electric vehicle(s) that will be used by Code Enforcement Officers.
6. Within Waste Management's newsletters the City will be provided space to assist with the marketing of special events and providing information to our residents and business community.
7. Our residents will benefit from an Annual Household Hazardous Waste Disposal drop-off event valued at approximately \$23,00 annually.
8. No price increases for 3 years; thereafter price increase equal to the CPI or 3% whichever is less.
9. Our residents will continue to benefit from a Cart Roll-Out Service for disabled/elderly residents.
10. Waste Management trucks are equipped with GPS, On-Board Computers and Drive Cam tools for safe and secure services.
11. Waste Management will provide free receptacles and disposal for (10) City events annually.
12. Waste Management will provide pickup, haul and disposal services for City facilities at no cost.
13. Waste Management will implement Waste Watch, a crime awareness program for drivers.
14. Waste Management will assist in post-storm disaster recovery assistance as needed.
15. Waste Management will provide an online complaint management system used to track and report complaints, visible online to city officials, residents and customers

In addition to the many new benefits, service enhancements and cost savings listed above, this agreement will allow the City to double its landscaping and beautification efforts, increase safety with additional police, and enhance the programs and City facilities available to our residents.

**RECOMMENDATION:**

It is staff's recommendation that the City Council authorizes the City Manager or her designee(s) to enter into a contract with the number one ranked firm Waste Management of Florida.

This recommendation is one of the top priorities on the City's Strategic Plan and aligns the City with the mission and goals to be environmentally conscious, financially responsible and a high performing City Organization.

Continuing to run Sanitation in-house will result in the depletion

of Sanitation's fund balance and the need for a rate increase of at least 30% within the next year.

**FISCAL/BUDGETARY  
IMPACT:**

The City will receive a one-time payment of approximately \$790,000 for residential carts, recycling carts, dumpsters and roll-offs of which approximately \$200,000 will be paid to Miami Dade County to offset the outstanding balance for the recycling carts currently in use.

NMB will have an option to receive a one-time payment of \$1,047,000 from the sale of the existing sanitation fleet. The City will have the right to retain any vehicles it feels will allow for the enhancement of any services or beautification efforts.

The City will save approximately \$2,500,000 million per year for solid waste services.

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**ATTACHMENTS:**

- ▣ [Resolution R2015-71](#)
- ▣ [Exhibit A to Resolution R2015-71](#)

**RESOLUTION NO. R2015-71**

**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 WASTE MANAGEMENT OF  
FLORIDA INC. PURSUANT TO REQUEST FOR  
PROPOSALS NO. 2014-08 FOR SOLID WASTE  
COLLECTION AND RECYCLING SERVICES FOR THE  
CITY OF NORTH MIAMI BEACH.**

**WHEREAS**, in Resolution No. 2015-59, the City of North Miami Beach (“City”) authorized the City Manager to negotiate an agreement with Waste Management of Florida, Inc. for solid waste collection and recycling services; and

**WHEREAS**, negotiations began on July 24, 2015 to reach a final agreement further enhancing the “value-added benefits” to the City; and

**WHEREAS**, the proposed Agreement (Exhibit “A”) is for solid waste collection, disposal, and recycling services for all residential and commercial establishments within the City, including City facilities; and

**WHEREAS**, the “value-added benefits” include weekly recycling services at a reduced rate, job placement for at least five (5) years, at the same wages, for City employees displaced as a result of eliminated positions (subject to meeting reasonable pre-employment screening), annual financial contributions for community events, and hybrid/electric vehicle(s) for Code Enforcement, an annual hazardous waste disposal drop-off, trucks equipped with the latest technology for safety and tracking of service, WasteWatch crime awareness program participation, and a variety of other enhanced services and benefits; and

**WHEREAS**, the additional benefits, increase in service, and reduction in cost to the City, is consistent with the City’s mission and goals of the unanimously adopted Strategic Plan to

ensure excellent services in a “financially responsible manner” and “creating a high performing City organization providing great customer services”; and

**WHEREAS**, the City will receive a one-time payment of approximately \$1,047,000 from the sale of the existing sanitation fleet, and will save approximately \$2,500,000 million dollars per year for solid waste collection, disposal, and recycling services; and

**WHEREAS**, after careful consideration of the financial benefit to the City, as well as the enhanced level of services to be provided to the City’s residents and businesses, the City Council hereby approves and authorizes the City Manager to execute the Agreement with Waste Management of Florida, Inc.

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

**APPROVED AND ADOPTED** by the City of North Miami Beach City Council at the regular meeting assembled this **18<sup>th</sup> day of August, 2015**.

[SIGNATURE PAGE TO FOLLOW]

ATTEST:

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PAMELA L. LATIMORE  
CITY CLERK

(CITY SEAL)

---

GEORGE VALLEJO  
MAYOR

APPROVED AS TO FORM:

---

JOSE SMITH  
CITY ATTORNEY

Sponsored by: Mayor and Council

**SERVICE AGREEMENT FOR COLLECTION AND DISPOSAL OF  
COMMERCIAL AND RESIDENTIAL SOLID WASTE AND RECYCLING**

This Agreement is entered into this \_\_\_ day of \_\_\_\_\_ 2015, by and between **WASTE MANAGEMENT INC. OF FLORIDA**, a Florida corporation with offices at \_\_\_\_\_ (Contractor), and the **CITY OF NORTH MIAMI BEACH, FLORIDA**, a municipal corporation with offices at 17011 NE 19th Ave, North Miami Beach, Florida, 33162 (City), for the purpose of providing for residential and commercial solid waste, collection and disposal services and recycling within the City of North Miami Beach City limits and City-owned facilities (Collection Area), and other such services as required by the City and as more particularly set forth herein.

**RECITALS:**

**WHEREAS**, on August 25, 2014, the City issued Request for Proposals No. 2014-08 entitled, "Solid Waste Collection and Recycling Services" (the RFP) and

**WHEREAS**, at its regular meeting on July 21, 2015, the Mayor and City Commission authorized the Administration to negotiate with the top-ranked proposer pursuant to the RFP, including Contractor; and

**WHEREAS**, the City and Contractor have negotiated the foregoing Agreement to provide for residential and commercial solid waste collection and disposal services, and recycling, as more fully set forth herein (the Agreement) and the Proposal Documents as defined in the Agreement.

**GENERAL INFORMATION**

**1. RECITALS**

The foregoing recitals are true and correct and are hereby incorporated by reference into this Agreement.

**2. CONTRACTOR BACKGROUND**

Contractor represents that it is the largest publicly owned company providing environmental services in North America. Contractor employs over forty two thousand seven hundred (42,700) people and has a network that includes:

- 262 Active solid waste landfill disposal sites
- 5 Hazardous waste landfill sites
- 390 Collection operations
- 137 Beneficial-use landfill gas projects
- 140 Material recovery facilities, including 50 single stream recycling facilities
- 310 Transfer stations
- 36 Organics processing facilities

Contractor continuously invests in technology enhancements and in safety, reliability and efficiency including: Drive Cam video cameras and on-board computers and GPS options.

Contractor's dedication to safety is at the top of Contractor's core value. Contractor's safety program includes:

- Extensive new employee background investigation checks
- Three day orientation training for all new hires
- 90 day on the job training and evaluation program
- A District Driver Trainer at each transportation location
- Random Alcohol and Drug Testing
- Regular Driver Safety Meetings
- Operations Supervisor conducts monthly on the job observations
- Hazardous Waste Identification
- Environmental Storm, Water and Spill Response Training

Contractor has been recognized by CDP and Dow Jones as a sustainability leader in 2012 and 2014. Contractor was named in 2014 as one of the world's most ethical companies by Ethisphere Institute an independent center for research on best practices for corporate ethics and governance.

Other recent recognition includes:

- 2013 List of World's Most Ethical Companies – Ethisphere
- Sustainability Leader: Sustainability Yearbook Member – Robesco Sustainability Yearbook
- Corporate Habitat of the Year – Wildlife Habitat Council
- Best Places to Work for LGBT Equality - - Human Rights Campaign Foundation Corporate Equality Index
- SWANA 2013 Gold Excellence Award – Wheelabrator Spokane
- Best Place to Work – Association of Washington Business – Wheelabrator Spokane
- 2013 G.I. Jobs Magazine Top 100 Military Friendly Employer
- 2013 Military Times Best of Vets Employer

Lastly, Contractor further represents as follows:

- WM is the only proposer currently constructing a CNG fueling facility in Miami-Dade County, which will allow phasing in of CNG trucks in North Miami Beach, offering lower emissions, smaller carbon footprints, and quieter operations than diesel- vehicles.
- WM has equipped its fleet with updated DriveCam video recording systems and on-board computers to deliver the safest possible service to the community.
- WM is the only proposer to have been recognized as a “World's Most Ethical Company” by the Ethisphere Institute.

### 3. COMMENCEMENT OF SERVICES

The work and services outlined herein (the Services) shall commence immediately upon Contractor's receipt of a Notice to Proceed by the City but, in any event, no later than \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, (Commencement Date).

### 4. TERM

4.1. Initial Term: The initial term of the Agreement shall commence on the Commencement Date, and terminate on \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

4.2 Renewal: Provided Contractor is not in default under the Agreement, the Parties by mutual consent may agree to renew the Agreement, subject to the same (or better) terms and conditions set forth herein, for up to two (2) additional but separate two (2) year renewal terms (Renewal Term) each, by giving Contractor written notice of such renewals at least thirty (30) days prior to the end of the previous term. At a minimum, any renewal term shall be at the same cost to the City as the immediately preceding term.

### 5. DEFINITION OF TERMS

**Agreement** shall mean the written Agreement entered into between the City and the Contractor for the provision of Collection Services and any written amendment thereto as agreed upon by the City and the Contractor, including the Proposal Documents.

**Alleys** shall mean a narrow street or passageway between or behind homes/houses or buildings.

**Authorized Representative**: The employee designated in writing by the City Manager to represent the City in the day-to-day administration and supervision of this Agreement and who, for purposes of this Agreement, shall be the City's Director of Sanitation. The Authorized Representative shall be authorized to coordinate, direct, and review all matters related to the Services and this Agreement. The Authorized Representative shall be authorized to transmit instructions, receive information, and interpret and define City policies and decisions with respect to the Services and the Agreement. However, the Authorized Representative is not authorized to issue any verbal written orders or instructions to Contractor that would have the effect (or be interpreted as having the effect) of materially modifying or changing the Services; the Term; or the amount of compensation the City is obligated or committed to pay Contractor. Additionally, the Authorized Representative is not authorized to issue any orders, instructions, decisions, and/or approvals (whether written or verbal) where the Agreement expressly reserves any or all of the aforestated to the City Manager and/or the City Council.

**Automated Collection** shall mean the collection of Solid Waste using Carts. Automated Collection may mean an Automated Collection system or a semi-Automated Collection system.

**Bio-hazard Materials** shall mean infectious agents or hazardous biological materials that present a risk or potential risk to the health of humans, animals or the environment. The risk can be direct through

infection or indirect through damage to the environment. Bio-hazardous materials include certain types of recombinant DNA; organisms and viruses infectious to humans, animals or plants (e.g. parasites, viruses, bacteria, fungi, prions, rickettsia); and biologically active agents (i.e. toxins, allergens, venoms) that may cause disease in other living organisms or cause significant impact to the environment or community.

**Bio-medical Waste** is known as infectious waste or medical waste, is defined as solid waste generated during the diagnosis, testing, treatment, research or production of biological products for humans or animals. Biomedical waste includes syringes, live vaccines, laboratory samples, body parts, bodily fluids and waste, sharp needles, cultures and lancets.

**Brush Material** shall include all accumulations of shrubbery, cuttings, palm fronds, or tree limbs and other items of a similar nature.

**Bulk Waste/trash** shall mean large discarded items including, but not limited to, discarded White Goods, toilets, pool heaters, sheet metal, bedding, furniture, green waste and other similar items.

**Can and Garbage Cans** shall mean a City approved plastic or galvanized metal can of a type commonly sold as garbage cans of a capacity not more than 45 gallons in size.

**Carts** shall mean a container with an attached tight fitting lid of up to 96 gallons mounted on wheels and designed to hold Recyclables or Solid Waste and to be mechanically dumped into a collection vehicle. All Carts shall be clearly marked in a manner approved by the Contract Administrator.

**City** shall mean the City of North Miami Beach, Florida, a municipal corporation of the State of Florida acting through the City Council, City Manager, or official designated by the City Manager.

**City Facility** shall mean a City owned location designed for service under this Agreement.

**Collection and Collect** shall mean the act of picking up Solid Waste, Yard Waste, or Bulk Waste and delivering it to a Designated Facility.

**Collection Service** shall mean the Collection of Solid Waste, Yard Waste, Recyclables, Bulk Waste, and Yard Waste and delivery to the Designated Facility by the Contractor.

**Commingles** refers to a system in which all paper, plastics, metals, and other containers are mixed together.

**Construction or Demolition Waste** shall mean unwanted material produced directly or incidentally by the construction and demolition industries. This includes building materials such as insulation, steel, glass, brick, concrete, asphalt material, pipe, gypsum wallboard, lumber, and rebar, as well as waste originating from site preparation such as dredging materials, tree stumps or from the construction or destruction of a structure nails, electrical wiring. Much building waste is made up of materials such as bricks, concrete and wood damaged or unused for various things during construction.

**Commercial Service Unit** shall mean all units other than Residential Service Units, Multi-family Service Units, or City Facilities. Commercial Service Units includes apartment complexes. The City reserves the right to designate establishments as Commercial Service Units under this Agreement.

**Contractor** shall mean that person or entity that has entered into this Agreement to provide the services described herein.

**Contract Administrator** means the City of North Miami Beach City Manager or his/her designee.

**Compactor** shall mean any Container, regardless of its size, which has a compaction mechanism, whether stationary or mobile, approved for use by the Contract Administrator.

**Container** shall mean Cart, Can, Compactor, Dumpster, and Roll-off.

**County** shall mean Miami-Dade County, Florida.

**Curbside** shall mean adjacent to, or in proximity, to thoroughfares, roadways, or parking areas as determined by the Authorized Representative .

**Designated Facility** shall mean the disposal and recycling facilities designated by the City for receiving Solid Waste, Yard Waste, Bulk Waste, or Recyclable Materials under this Agreement.

**Dumpster** shall mean any container excluding compactors with a tight fitting lid and minimum of one cyd and maximum of 8 cubic yards approved by Authorized Representative designed to receive and transport and dump waste.

**Enclosure** shall mean any structure designed for the storage of Containers at Commercial Service Units or Multi-Family Service Units.

**Extra Carts** means an extra container with an attached tight fitting lid mounted on wheels up to 96 galls and designed to hold solid waste and 65 gallons to hold Recyclables and to be mechanically dumped into a collection vehicle and approved by Authorized Representative .

**Extra garbage pick-ups** shall mean collection of services to both commercial and residential accounts provided by contractor on a day other than the scheduled collection days or extra loads aside from the usual collection.

**Franchise Fee** shall mean the charge for the Contractor's use of present and future streets, Alleys, bridges, easements, and other public places in the City.

**Garbage** shall mean kitchen and table refuse, all general combustible waste, such as paper and rags, paperboard boxes, and every accumulation of animal and vegetable mater that attend the preparation, decay, dealing in or storage of food such as: meats, fish, fowl, game, fruits and vegetables.

**Green Waste** shall mean biodegradable waste that can be composed of garden or park waste, such as grass or flower cuttings and hedge trimmings, as well as domestic food waste.

**Hazardous Waste** shall mean waste that is dangerous or potentially harmful to our health or the environment. Hazardous wastes can be liquids, solids, gases, or sludge's. They can be discarded commercial products, like cleaning fluids or pesticides, or the by-products or manufacturing processes.

**Hot Loads** shall mean Radio-active contaminated wastes.

**Incident** shall mean one event (e.g., if the Contractor misses collection of waste from two (2) residences, it will be count as two incidents).

**Multi-Family Service Unit** shall mean condominium residential units typically receiving Collection Service by Dumpsters or Compactors. The City reserves the right to designate Multi-Family Service Units.

**Recyclable Material and Recyclables** shall mean metal, paper, glass, plastic, textile, or rubber materials that have known recycling potential, can be feasibly recycled, and have been diverted and Source Separated or have been removed from the Solid Waste stream for sale, use, or reuse as raw materials, whether or not the materials require subsequent processing or separation from each other, but does not include materials destined for any use that constitutes disposal. In accordance with Florida Statutes § 403.703, Recyclable Materials are not Solid Waste. The list and acceptance standards for Recyclable Materials for Residential Service Units and Multi-Family Service Units are provided in Exhibit "A".

**Recycling Bin** shall mean a receptacle with a capacity of up to approximately 18 gallons designed or intended to be manually dumped into a loader-packer type garbage truck and approved by Contract Administrator for the Collection of Recyclable Materials from Residential Service Units and City Facilities. All such Recycling Bins must be clearly marked in a manner as approved by the Authorized Representative.

**Recycling Cart** shall mean a receptacle with wheels with a capacity of up to approximately 95 gallons designed or intended to be mechanically dumped into a loader-packer type garbage truck and approved by Authorized Representative for the Collection of Recyclable Materials. All such Recycling Carts must be clearly marked in a manner as approved by the Authorized Representative.

**Residential Service Units** shall mean residential establishments located in Service Area and identified by Authorized Representative as Residential Service Units and utilizing a Can or Solid Waste Cart(s) for the accumulation and set-out of Solid Waste in accordance with this Agreement. At the sole discretion of Contract Administrator, some, all or none of the multi-family establishments utilizing Solid Waste Cart(s) shall be considered a Residential Service Unit(s). Residential Service Units shall exclude establishments utilizing Dumpsters or Compactors for the accumulation and set-out of Solid Waste.

**Roll-off** shall mean any container, excluding compactors and dumpsters with a capacity of greater than 8 cubic yards which is normally loaded onto a motor vehicle and transported to a disposal facilities approved by the Authorized Representative.

**Rubbish** shall mean any accumulation of useless material other than garbage, brush material, or Unacceptable Waste.

**Single Stream** shall mean a Collection process in which all Recyclable Materials are collected mixed together with no sorting required by Residential Service Unit, Commercial Service Unit, City Facility, or other Person generating the Recyclable Materials.

**Special Events** shall mean events sponsored or co-sponsored by City.

**Solid Waste** shall mean Garbage, Rubbish, and other discarded materials. Solid Waste shall not include Source Separated Recyclable Material or Unaccepted Waste.

**Source Separated** shall mean that the Recyclable Materials are separate from Solid Waste at the location where the Recyclable Materials and Solid Waste are generated. The term does not require that various types of Recyclable Materials be separate from each other, and recognizes de minimis Solid Waste, in accordance with industry standards and practices, may be included in the Recyclable Materials. Materials are not considered Source Separated when two or more types of Recyclable Materials are deposited in combination with each other in a Commercial Service Unit's Collection Container or Residential Service Unit's Collection Container or Cart located where the materials are generated and when such materials contain more than 10 percent Solid Waste by volume or weight. For purposes of this Agreement, the term "various types of Recyclable Materials" means metals, paper, glass, plastic, textiles, and rubber.

**Special Trash Pick-up** shall mean collection of services provided by contractor on a day other than the scheduled collection days or extra loads other than usual collection.

**State** shall mean the State of Florida.

**Ton** shall mean a unit of weight equal to 2,000 pounds.

**Trash pick-up** shall mean large discarded items including discarded white goods, furniture and accumulations of shrubbery, palm fronds or tree limbs, green waste and other items similar natures.

**Unacceptable Waste** shall include ash residue, Biomedical Waste, Biological Waste, Construction and Demolition Debris, Hazardous Waste, Sludge, waste tires, used oil, and lead-acid batteries.

**White Goods** shall include discarded air conditioners, heaters, refrigerators, ranges, water heaters, freezers and other similar domestic and commercial large appliances. White Goods shall include Freon and non-Freon containing appliances.

**Yard Waste** shall mean vegetative matter resulting from landscaping maintenance and land clearing operations and includes associated rocks and soils. Yard Waste includes brush materials.

## 6. GENERAL CONDITIONS

6.1 Pre-Start Route Familiarization: The Contractor hereby certifies to the City that it shall be completely prepared to start collection, and any and all other Services required under this Agreement, no later than the Commencement Date. Prior to the Commencement Date, Contractor shall meet with the Authorized Representative for the purpose of familiarizing Contractor and, without limitation, Contractor's drivers, collectors, and other key personnel, with City routes, collection points, and any other points of service in the Collection Area.

6.2 Comprehensive Notification: Prior to the Commencement Date, and thereafter, at least annually during the Term of this Agreement, on the anniversary of the Commencement Date (or such other date as may first be approved, in writing, by the City Manager), Contractor shall provide comprehensive, written notice to all customers within the Collection Area; which notice shall include, without limitation, notice of start date, routes and schedules, description of services, customer service numbers, and any changes to collection schedules and/or routes. The form of any and all notices required under this subsection must be approved, in writing, by the Authorized Representative, at least two (2) weeks prior to the required date of issuance for same.

6.3 Resources: The Contractor shall provide, at its sole cost and expense, all labor, and equipment (including, without limitation, collection trucks and any other vehicles) and any other items, as necessary, to perform the Services in accordance with, and comparable to, first-class standards for collection and disposal of solid waste, as contemplated under this Agreement.

6.4 Protection of Adjacent Property and Utilities: The Contractor shall diligently prosecute the Services and conduct all work and services related thereto in such a manner so as to avoid damage to private or public property(ies) in the Collection Area, Contractor shall be solely responsible for any damage or destruction to such property(ies) which is caused by Contractor's operations. Contractor shall immediately repair (or pay for repair of) damage incurred as a result of its operations. Without limiting the generality of the foregoing, the Contractor shall take cognizance of all existing utilities; shall operate with due care in the vicinity of such utilities; and shall immediately repair (or pay for repair of) any utility(ies) breakage or damage caused by its operations.

6.5 Spillage: The Contractor shall not litter or cause any spillage to occur on any private or public property(ies) including, without limitation, any rights-of-way, in the Collection Area. During hauling, all solid waste shall be contained, tied, or enclosed so that spillage is prevented. The Contractor shall immediately clean up any spillage. If the Contractor fails to promptly clean up any spillage, the City may, at its sole option and discretion, but not its obligation, clean-up such spillage, and bill the Contractor for the cost for same.

Any discharge on City roads or rights-of-way will be immediately reported to the Authorized Representative, operations stopped and area thoroughly cleaned placing all cleaning material in truck. A call for a replacement vehicle or repair of leaking hydraulic hose will be required before proceeding with

the scheduled route. All clean ups must be reported immediately to the Authorized Representative. The report will include the address(es) of the area the spilled occurred.

6.6 Method of Collection: Contractor shall make collections with a minimum of noise and disturbance to the customer and the neighborhood.

Staging will not be permitted. "Staging" is defined as placing cans or containers, bags, and yard trash at one location ahead of the servicing truck.

Garbage cans or containers shall be handled carefully; shall not be bent or otherwise abused; shall be thoroughly emptied; and then left at the point of collection. Containers will be returned to the designated setout location at each residence, standing upright, lid closed and will not be thrown or placed in areas where they become obstructions to pedestrians or traffic flow. The contractor shall make collections between the hours of 7 a.m. and 5 p.m. Noise and disturbance will be kept to a minimum. The work will be done in a sanitary manner. The Contractor's employees will immediately pick up garbage, trash, recyclables or yard trimmings spilled by the Contractor. All areas where glass has been broken or dropped will be swept clean and glass removed.

6.7 The City Manager reserves the right to deny Contractor's trucks/vehicles access to any streets, bridges, Alleys, or other rights of way in the Collection Area, in the event that the City Manager determines, in his/her sole and reasonable judgment and discretion, that it is in the best interest of the City to do so.

The Authorized Representative shall use reasonable efforts to notify Contractor of street closures. If a street closure impacts, or could potentially impact, a route or schedule within the Collection Area, Contractor shall be responsible for immediately notifying the Authorized Representative, so that (if required) alternate arrangements for service may be made in such manner as shall cause the least disruption to customers. Notwithstanding the preceding, no collection route and/or schedule shall be changed (from the regular schedule) because of street closures of less than eight (8) hours in duration.

6.8 . The Authorized Representative shall use reasonable efforts to notify Contractor of all municipal construction activities within the Collection Area.

6.9 Notwithstanding anything in this Agreement, including, without limitation, subsections 6.7 and 6.8 hereof, it shall be Contractor's sole and exclusive obligation and responsibility to ensure that the regular collection schedule and routes, and quality of the Services is not interrupted, and is provided in accordance with the first-class standards contemplated under this Agreement.

6.10 Holidays: Contractor shall not be required to provide collection services on Christmas day. For those customers whose service was missed, regular waste collection services will resume on the next regularly scheduled pick-up day. Should Christmas day fall on a Saturday or Sunday, the Contractor is expected to work as regularly scheduled, Monday through Friday.

6.11 Storms: In case of a storm, the Manager may, in his/her sole and reasonable judgment and discretion, grant Contractor a temporary variance from the regular collection routes and schedules. Notwithstanding the preceding, Contractor must make all such requests to the City Manager, in writing; and the Manager shall have the sole and exclusive discretion to determine whether a variance will be granted (and whether same is reasonable under the circumstances). If granted the aforesaid variance, the Contractor shall advise the City and customers in the Collection Area of the estimated time before regular collection routes and schedules can be resumed.

The City Manager, in his/her sole and reasonable judgment and discretion, may require Contractor to provide additional services following a storm, which may require additional equipment and/or hiring of extra crews, in order to effectuate the efficient and rapid clean-up of the City. In such cases, Contractor shall be entitled to additional compensation, as negotiated and mutually agreed between City and Contractor; provided that the City Manager has authorized Contractor to proceed with such additional services and, accordingly, Contractor has first obtained the prior written authorization of the Manager.

6.12 Collection Equipment: All equipment shall be obtained from nationally known and recognized manufacturers of garbage collection and disposal equipment. As reflected in the Proposal Documents all equipment shall at all times be maintained in good repair, working order, and appearance; kept in sanitary and clean condition; and be operated in accordance with the highest levels of safety and caution. All vehicles shall be washed not less than once per week or more if necessary, as determined by Authorized Representative. Trucks/vehicles are to be uniformly painted with the name of the Contractor, business telephone number, and the number of the truck/vehicle in letters not less than nine (9) inches high on each side of the truck/vehicle. All trucks and vehicles shall be numbered and a record kept of the truck/vehicle to which each number is assigned. No advertising shall be permitted on trucks/vehicles, except advertising for City notifications/events with City Manager's prior approval.

The Contractor shall have available reserve equipment that can be put into service within two (2) hours of any breakdown. Such reserve equipment shall correspond in size and capacity to the equipment regularly used by the Contractor to perform the Services.

A list of the Contractor's equipment shall be provided to the Authorized Representative within thirty (30) days following the Commencement Date and, thereafter, an updated list shall be provided each year during the Term, at the time of each annual audit.

All Contractor's equipment, including replacement equipment, will be located in the Contractor's facility located at 2125 N.W. 10 Court, Miami, Florida and/or Contractor's other Miami Dade County Facility at or near 9350 N.W. 89 Avenue, Medley, Florida.

Garbage collection container shall be standard industry type, size shall be 96 gallons. Recycling containers shall be the standard industry size – 65 gallons – a different color than the garbage container, labeled as a recycling container. Existing customers are permitted to continue to use larger Recyclable container if in use as of the Commencement Date or otherwise approved by Contractor.

The existing collection containers will become the property of the Contractor. The Contractor will replace any lost or damaged containers without charge unless for a willful removal or damage to a container. However, such charge shall not exceed the actual cost to the contractor for the replacement. The contractor will bill and collect any such charge from customers prior to the obligation to deliver any containers. Contractor will be solely responsible for all costs of operating and maintaining collection equipment. The Contractor will provide all households with an industry standard, 96-gallon lidded, wheeled container to the extent not already in place by City and sold to Contractor under this Agreement. The container will be at no cost to the City or customer. All equipment will bear the name of the contractor. All garbage collection equipment will be maintained in good repair and appearance. The Contractor will provide the requested container to each household within three (3) working days of receiving notice from the City. Failure of the contractor to deliver the container within (3) days will result in liquidated damages of one hundred dollars (\$100.00) per day/per household and two hundred and fifty (\$250.00) per day/commercial account.

6.13 Refuse Quantities: Contractor hereby represents and warrants to the City that it has reviewed the City's waste collection and disposal records and understands that, at certain times during the year, the quantity of waste to be disposed of is materially increased by such factors including, without limitation, the influx of visitors, special events, acts of weather due to seasonal changes, etc. Contractor hereby agrees that these fluctuations will not be justification for Contractor to fail to maintain the regular collection schedules and routes; justify a rate increase; or otherwise result in Contractor's failure to provide the Services, in accordance with the first-class standards contemplated under this Agreement.

6.14 Disposal at a Miami-Dade County Solid Waste Disposal Facility: Contractor hereby represents and warrants to the City that all solid waste collected pursuant to this Agreement will only be disposed of at an approved Miami-Dade County Department Solid Waste disposal facility. In the event Contractor desires to dispose of and/or relocate solid waste collected hereunder from a Miami Dade County Solid Waste disposal facility to another facility, it must notify the Authorized Representative, in writing, prior to doing so, and, further, must obtain the prior written approval of the City Manager.

## **7. RESIDENTIAL SOLID WASTE COLLECTION AND DISPOSAL SERVICES**

7.1 Services: Contractor shall provide residential Solid Waste collection and disposal services to all single family residences and multiple dwelling units within the Collection Area in accordance with Proposal Documents and terms of this Agreement.

In the event the Contractor is unable to provide any collection service(s), for Carts or Containers that have been set out for Collection as required in this Section 7, it shall leave a written notice, in the form of a "door hanger," on the particular single family residence or multiple dwelling unit, explaining why the service(s) could not be provided.

As the Contractor's trucks make their service routes throughout the City, the Contractor will notify the Authorized Representative of any suspected illegal dumping.

7.2 [Intentionally Omitted]

7.3 Frequency of Collection: Contractor shall collect solid waste from residences (single family and multiple dwelling units) within the Collection Area at least two (2) days per week.

7.4 Days/Hours of Collection: Collection hours shall begin no earlier than 7:00 A.M., and shall cease no later than 5:00 P.M. The days of collection shall remain as Monday through Friday, unless otherwise authorized by the City Manager.

In case of an emergency, collection may be permitted outside of the collection hours set forth above, subject to the prior written or verbal approval of the Authorized Representative. Verbal approval must be confirmed by written approval (as soon as practicable thereafter). Should the Contractor not obtain (and, in the case of verbal approval, confirm) the required City approval, it shall be conclusively presumed that such approval has not been given.

7.5 Point of Pickup: Collection shall be at the curbside or alleyway of the residence.

7.6 Receptacle: Contractor shall be required to pick up all Solid Waste which has been properly containerized in approved Containers as per Proposal Documents. Any materials set out for collection that are not in an approved container will be left at the curb or within the designated area along with instructional materials indicating customer about the City's Waste and Recycling Program. All Containers shall be placed Curbside or within designated area and comply with Proposal Documents.

7.7 Routes and Schedules: As part of Contractor's pre-start route familiarization, as required pursuant to subsection 6.1 hereof, the City shall provide Contractor with schedules for all collection routes and schedules within the Collection Area. Thereafter, it shall be Contractor's sole responsibility and obligation to maintain such information current at all times during the Term.

As required in subsection 6.2 hereof, Contractor shall provide customers in the Collection Area with written notice of routes and schedules prior to the Commencement Date, and, thereafter, annually on the anniversary date of the Commencement Date. Contractor shall also be required to provide customers with written notice advising of any schedule and/or route changes, prior to the implementation of same.

Notwithstanding the preceding paragraph, prior to any change in collection routes or schedules, Contractor must obtain the Authorized Representative's prior written approval. Any and all changes (in routes or schedules) that alter a pick-up day are also subject to the prior written approval of the Authorized Representative. The Contractor shall be free to establish routes to achieve maximum efficiency of operations. The Consents required herein by the City shall not be unreasonably withheld or delayed.

If approved (and in addition to the required individual notice to customers), Contractor shall publish notice of any changes to routes and schedules, at its sole cost, in a newspaper of general circulation in Miami-Dade County, at least ten (10) days prior to the effective date of any such route or schedule change, or provide notice to each affected single-family residence through use of a door hanger. Multi-

family property notices of route changes will be communicated solely to the managing agent or owner of the multi-family property in question.

## **8. YARD TRASH (AND BULK) COLLECTION SERVICES**

8.1 Services: The Contractor shall collect all Regular Yard Trash and Bulk Yard Trash from single family residences and multiple dwelling units within the Collection Area. This service shall not include construction and demolition debris.

8.2 Frequency of Collection/Point of Pick-Up: The Contractor shall collect Regular Yard and Bulk Trash on the scheduled pick-up day once per month. Any changes to the scheduled pick-up day shall be approved by the City Manager.

Contractor shall pick up all Bulk and Yard Trash which has been properly prepared and placed for collection in accordance with Proposal Documents. Optional Services shall be available as per Proposal Documents and at prices reflected therein.

In the event Contractor is unable to provide any such collection services as required in this Section 8, it shall leave a written notice, in the form of a "door hanger," on the particular single family residence or multiple dwelling unit, explaining why the service(s) could not be provided.

8.3 Yard Trimming Disposal Weight: Before disposing of the yard trimming materials collected from within the City of North Miami Beach or within City facilities, the Contractor will weigh and record the amount of materials collected. The Contractor will provide the City with a monthly tonnage report. The report shall be given to the City's Project Manager within ten (10) days of the month end for which the data was collected. The Contractor will maintain, for a period of five (5) years, copies of weight tickets that are to be made available for City inspection. The City understands that all such materials will be commingled with other Garbage and/or Bulk Waste and thus the weight of all materials will include the trimmings.

## **9. COMMERCIAL COLLECTION SERVICES**

9.1 Services: Contractor shall provide collection of waste services to each commercial account in the Collection Area in accordance with Proposal Documents.

9.2 Frequency of Collection: Contractor shall collect commercial accounts a minimum of once weekly for non-food type business and a minimum of twice weekly for restaurants and related businesses. Servicing shall be available seven (7) days a week. Collection frequencies and Container sizes will be determined by Contractor and commercial Customers (Customers) within these parameters, but in no case shall Customers be permitted to maintain service levels that do not prevent all Waste materials from being contained in Customer's containers, with lids fully closed. In the event that Customers refuse to contract for an appropriate service level, Contractor shall advise City, and City shall require Customers to contract proper service levels through Code Enforcement and other regulatory authority. The Contractor is responsible to ensure that the containers are properly sized and scheduled and following current health

and safety guidelines, but the City, upon notice from Contractor, agrees to use its police power to encourage compliance whenever a City resident or business refuses to comply with proper service levels or requirements.

9.3 Dumpsters: Contractor shall determine the size of Carts, Dumpsters and Compactors as well as frequency of collection and the scheduled day of service and notify City and commercial accounts.

## **10. RESIDENTIAL RECYCLING COLLECTION**

10.1 Services/Price: In accordance with Proposal Documents and prices set forth therein Contractor shall collect Curbside residential Recyclables within the Collection Area, except that the Unit Price for weekly collection of Recyclables under the Proposal Documents shall be modified herein so that the annual Unit Price/rate shall be thirty dollars (\$30.00) per residential single family dwelling within the Collection Area. In the event that another city piggybacks onto this Agreement, Contractor at its sole option, shall have the right to increase the Unit Price stated above for Recycling to be charged to such other city to any amount negotiated with said city or to the Unit Price for said service as shown in the Proposal Documents.

10.2 Frequency and Process: Contractors shall collect Recyclables on a weekly basis. Contractor shall collect residential Recycling in Carts, utilizing three (3) automated side-loaders as primary collection vehicles. Semi-automated rear-load packer will also be available as needed. The number and type of trucks will be determined prior to the Commencement Date. All items identified in Section 3.21 of RFP included in Proposal Documents will be accepted under this recycling program. All proper Recyclable materials will be delivered to a Contractor Material Recovery Facility. Contractor shall provide Containers as set out in the Proposal Documents.

10.3 Service Requirements: The Contractor shall comply with all service requirements as set forth in the Proposal Documents.

10.4 Non-Recyclable Materials: All customers, whether single-family or multi-family residential or commercial, are prohibited from placing non-Recyclable Materials into Recycling Containers. Contractor is prohibited by City from collecting contaminated Recyclables including non-Recyclable Material in Cart (see section 3.5 RFP). Contractor shall not knowingly collect Recyclable Materials from contaminated Containers, and Contractor shall leave notice when Contractor is aware of contaminated Recycling Containers.

Before processing the materials collected within the City of North Miami Beach and its facilities, the Contractor will weigh and record the amount of recyclables collected. The Contractor will provide the City with a monthly tonnage report for each type of material recycled. The report shall be given to the City's representative within ten days of the month end for which the data was collected. The Contractor will maintain, for a period of five (5) years, copies of weight tickets which are to be made available for City inspection.

All recyclable items must be processed at an approved recycling facility. All handling and disposal shall be done in accordance with all Federal, State and local laws, standards, and requirements.

The Contractor is prohibited from collecting separated recyclables from a household and mixing them with garbage. The City with the consent of Contractor which consent may be withheld in Contractor's sole discretion for any reason or no reason may make necessary and reasonable changes, revisions, additions or deletions to the designated types of recyclable materials.

The Contractor will not knowingly collect the recycling cart if non-recyclable materials have been placed inside the cart provided. In the event that non-recyclable materials are placed in the cart, the Contractor will leave the materials in the cart along with instructional materials educating the customer about the recyclable materials accepted in the City's recycling program and how to prepare those materials.

#### 10.5 Drop Off Centers:

The Contractor must operate two (2) recycling drop-off centers, located at:

- a. Behind City Hall -17011 NE 19 Ave., North Miami Beach, FL 33162
- b. Eastern Shores by the Fire Department

10.6 Contamination Non Compliance: City agrees that contamination of recycling containers is a potential problem and will cooperate with the Contractor to insure that City residents in the Collection Area do not contaminate Recycling Carts. The City agrees to provide notice of non-compliance and to use its authority, under code enforcement or otherwise, to support compliance with the Recycling requirements by the City residents to include, recommending to City Council, legislation to require compliance, if necessary.

### **11. VALUE ADDED SERVICES**

11.1 City Facilities, Specific Collection Projects and Events: In addition to those services set forth in Section 3.7 of RFP 2014-08 for special event collection, the Contractor shall provide for the Collection of Garbage, Bulk Trash and Recyclables at all City facilities and Recycling drop-off center, as needed at no cost to the City as particularly outlined in the Proposal Documents.

11.2 Household Hazardous Waste Collection: The Contractor, either directly or through a qualified subcontractor, at its sole cost expressly including disposal and Collection at a single City facility shall hold one household hazardous waste collection during each twelve (12) month period during Term or any Renewal Term commencing on the Commencement Date.

11.3 Contribution to Scholarships and Special Events: The Contractor shall make a contribution to the City in the amount of twenty thousand dollars (\$20,000) per year during the Term or any

Renewal Term commencing on the Commencement Date and continuing annually on the anniversary of the Commencement Date to fund special events, scholarships and program development. All Programs shall recognize the Contractor as a sponsor.

11.4 Keep America Beautiful: The Contractor will partner with the City to facilitate the City becoming affiliated with the Keep America Beautiful Program, (KAB). Upon KAB affiliation the Contractor will assist the City in applying for eligible grant programs. City will pay for the initial registration fee cost for the City to become a KAB "Affiliate." City shall pay all other costs of becoming affiliated with KAB and any costs for applying for any grant.

11.5 Waste Watch: The Contractor shall implement a Waste Watch Program in the City as set forth in the Proposal Documents.

11.6 Recycling Education: Contractor at Contractor's sole cost and expense will provide and distribute on an annual basis commencing on the Commencement Date and continuing on each anniversary thereafter during Term and any Renewal Term recycling education and recycling materials in English, Spanish and Haitian/Creole to the City's residents and businesses.

11.7 Educational Material in Transition: The Contractor, at its sole cost and expenses, shall provide educational materials in English, Spanish and Haitian/Creole, to all City residents and businesses for the initial transition under this Agreement and any subsequent transition which may be required as a result of annexations.

11.8 Enhanced Truck / Driver Materials: Contractor shall provide at its sole cost and expense educational material in English, Spanish and Haitian/Creole to all City residents and businesses on the enhanced drivers and truck capability for inclusion on the City's newsletter.

11.9 Editorial Space: The Contractor will provide the City with Editorial Space in Contractors newsletter to the extent the newsletter is being sent to City residents and businesses.

11.10 Logo: The Contractor shall only use the City Logo or other City marks with the prior written approval of the City Manager.

11.11 Annexation: In the event of Annexation by City of a portion of Miami-Dade County, the Contractor will assist the City with the Annexation Plan and the process of transferring waste and recycling services. Contractor shall provide Containers, education and marketing materials to residents and businesses in the annexed area. Miami-Dade County disposal facility fees on service in all annexed areas shall be passed by Contractor to the City (currently 15%) and City shall be responsible for paying such disposal fee. Alternatively, the City may require Contractor to pay the disposal facility fee to the County and then City shall reimburse Contractor all disposal facility fees paid to the County on the affected properties in the annexed areas of the City

11.12 Hybrid/Electric or Other Vehicles: The Contractor shall pay the City annually, starting on the Commencement Date and continuing on each anniversary of the Commencement Date during the Term or any Renewal Term, five thousand dollars (\$5,000,00) to fund the purchase or lease by the City of vehicle(s), to be determined by the City, for use by the City Code Compliance Department. City shall utilize the vehicle(s) primarily for environmental, health and safety, and sustainability purposes. This will include, at a minimum, the City's ensuring and enforcing that Customers contract for adequate solid waste service levels, and that Customers place only proper Recyclable Materials into Recyclable Containers. These efforts are intended to ensure the long-term success of the City's Recycling programs and sustainability initiatives.

**11.13 City Employees: In recognition that the City will be eliminating positions in the sanitation department as a result of this Agreement, the Contractor agrees that any sanitation department employee of the City hired by the Contractor shall be provided the opportunity to work in the City, except that to the extent the scope of work is not sufficient to assign said employee in the City such employee shall be allowed to work in Miami-Dade County or Broward County, Florida. Offers of placement in other areas shall be subject to acceptance by employee.**

11.14 Enhanced Drive / Truck Capabilities: The Contractor trucks will be equipped not only with GPS and radios, but also with on-board computers and Drive-Cam tools as set forth in Section F of Contractor's response to RFP as shown in the Proposed Documents.

11.15 Recycling Weekly: Contractor by reducing the Unit Price payable by the City for Recycling on a weekly basis, per Section 10.1 of this Agreement, from the unit price set forth in Proposal Documents for weekly collection of Recyclables, will save the City approximately one hundred thousand dollars (\$100,000.00) annually.

11.16 Value Added Services in Proposal Document: Contractor and City have agreed on the value added services set out in this Section 11 of the Agreement. Any other value added services as set out in Section F of Contractor's response to RFP which is part of the Proposal Documents are substituted and replaced entirely by Section 11 of this Agreement.

## **12. QUALITY OF SERVICES.**

12.1 Contractor's Representative: Prior to the Commencement Date, Contractor shall assign a qualified person, who shall be subject to the prior written approval of the City Manager, such approval not to be unreasonably withheld, to serve as Contractor's representative under this Agreement (Contractor's Representative).

Contractor's Representative shall be authorized and responsible to act on behalf of Contractor with respect to directing, coordinating, and administering all aspects of the Services and of Contractor's obligations under this Agreement. Replacement (including re-assignment) of an approved Contractor's Representative shall not be made without the prior written consent of the City Manager.

Notwithstanding the preceding, Contractor also agrees, upon fifteen (15) days of receipt of notice from the City Manager (which notice shall state the cause therefore), to promptly remove and replace a Contractor's Representative. Any replacement shall also be subject to the prior written approval of the City Manager, which approval shall not be unreasonably withheld.

In addition to Contractor's Representative, Contractor's supervisory personnel shall also be available for consultation with the City Manager or Authorized Representative, upon reasonable notice.

Contractor's Representative and supervisor(s) shall operate vehicles which are radio equipped.

12.2 Customer Service Representative: Contractor shall assign a primary and an alternate person (Customer Service Representative) to handle customer service issues under this Agreement including, without limitation, ensuring the prompt and satisfactory resolution of customer complaints; handling customer inquiries and requests for information; and any other customer service related issues that may arise during the course of providing the Services contemplated in this Agreement.

Customer service must be able to handle Spanish and Creole speakers and announcements. The City will field all complaints during the first three (3) months of service during the hours of 7:00 am to 5:00 pm, Monday through Friday. The City will immediately report all complaints to the Contractor, who shall receive, record, and handle the complaints.

The Customer Service Representative shall also be responsible for faxing (or e-mailing) the Bulk Waste pick-up and Customer Complaint registers to the Authorized Representative.

All complaints received by the City will also be forwarded to the designated Customer Service Representative. The Contractor shall implement the customer service program, as outlined in Contractor's response to RFP as set forth in Proposal Documents.

12.3 Conduct of Employees: Contractor shall keep a record of all employees' names, numbers, and route assignments, so as to easily allow identification of employees at all times. Contractor shall provide its list of current employees to the Authorized Representative, within twenty-four (24) hours of a written request.

Contractor shall select, train and employ such number of employees as is necessary for Contractor to satisfy its responsibilities hereunder, and as required to perform the Services in accordance with the first class standards contemplated under this Agreement. Contractor shall recruit employees consistent with standards employed by comparable first class operations. Contractor shall have authority to hire, terminate and discipline any and all personnel employed by Contractor.

Contractor shall ensure that its collection employees serve the customers within the Collection Area, and the general public, in a courteous and professional manner. Contractor's collection employees will be required to follow and remain on the established walkways (or other pedestrian paths) while on private property. No trespassing by employees will be permitted, nor will crossing properties of neighboring premises (unless the occupant of both such properties give Contractor prior written

permission). Care shall be taken to prevent damage to private **and** public property within the Collection Area (including, without limitation, cans and containers, carts, racks, structures, fences, gates, trees and landscaping.)

12.4 Employee Uniform Regulations: Contractor's collection employees shall wear a uniform or shirt bearing the company's name. They shall have ID badges identifying them as Contractor employees which shall be approved by City as set forth in the Proposal Documents.

12.5 Vehicle Operator License: Each vehicle operator shall, at all times, carry a valid driver's license for the type of vehicle that is being driven.

12.6 Safety Training: Contractor shall provide operating and safety training to all personnel to ensure that the Services at all times are provided in accordance with the highest standards for safety and caution.

**12.7 City Employees: Contractor shall make reasonable efforts to, whenever practical in its hiring policies, employ personnel from among residents of the City. In recognition that the City will be eliminating positions in the sanitation department as a result of this Agreement the Contractor agrees to employ all of the City's Solid Waste employees who will be displaced as a result of this outsourcing for a period of at least five (5) years assuming that they meet reasonable, pre-employment screening - having a valid Driver's License, safe driving record, and passing a drug test. Said employees will perform these services, preferably within the City's limits, and be compensated no less than their current wages paid by the City.**

12.8 Non-Discrimination Contractor agrees that there shall be no discrimination as to race, sex, sexual orientation, color, creed, national origin, familial status, religion or handicap, in its employment practices or in the operations referred to by this Agreement. All facilities and services offered shall be made available to the public.

12.9 Compliance with Federal, State, County, and Municipal Law: Contractor shall comply with all applicable Federal, State, County and City laws, ordinances, rules and regulations including, without limitation, those relating to employment, protection of the environment, and safety; whether now or hereafter in effect and as more particularly set forth in the Proposal Documents.

### 13. **CONTRACTOR'S OFFICE**

13.1 General Conditions: Contractor shall provide and maintain throughout the Term, at its sole cost and expense, a suitable office located within Miami-Dade County, with adequate staff, to include, at a minimum, Contractor's Representative and the Customer Service Representative, and telephone service (including a telephone number dedicated solely for handling and disposition of City customer service issues including, but not limited to, incoming complaints, requests for information, etc). The office shall be the main office for Contractor's Representative and the Customer Service Representative, and shall be open between 7:00 am and 5:00 pm, Monday through Friday, excluding nationally recognized holidays.

Between the hours of 5:00 pm. and 7:00 am, Monday through Friday, all day on Saturday and Sunday, and on nationally recognized holidays, Contractor shall provide and maintain voice-mail, answering machine, or answering service to receive all incoming calls and complaints. All calls received by voice-mail, answering machine, or service shall be responded to on the following working day.

13.2 Missed Collections And Complaint Handling: If a collection is missed and the commercial account or household notifies the City, the City will notify the Contractor who will return to collect the materials. In all cases, the missed collection will be handled within 24 hours of notification or during the next scheduled work shift, whichever is sooner. The contractor will be assessed liquidated damages of \$100.00 for each missed household pickup and \$250.00 for each commercial account that is not resolved within 24 hours in the form of a deduction from the proceeds due from the City.

The City Manager or designee will be in charge of assessing liquidated damages. The contractor shall make note of any containers that are not at curbside during the regular collection. The liquated damage will not be assessed for noted addresses. It is not the intent of the City to penalize the contractor for missed collections of entire neighborhoods or entire streets.

In the case of complaints regarding collection service or any related activities, the Contractor will, upon being notified of the complaint, resolve the complaint in a timely manner. The Contractor will provide for prompt handling of complaints by maintaining an office staff that will receive, record, and handle such complaints. Such staff will be available during the hours of 7:00 am until 5:00 pm, Monday through Friday. During after hours, weekends, and holidays, the Contractor must make available a local message service to record citizen complaints. The Contractor will see to it that its employees serve the public in a courteous, helpful, and impartial manner. The listing and confirmation of resolution of complaints must be submitted to the Authorized Representative in a format approved by the City on first day of each month.

The Contractor is expected to maintain a log for all complaints and the actual or planned resolution(s). The report format is to be approved by the Authorized Representative prior to the commencement date. **The objective of this section is the resolution of 98% of all complaints within 24 hours of the complaint.**

## 14. PAYMENT AND BILLING

14.1 Compensation: In consideration of the Services to be provided by Contractor pursuant to this Agreement the City shall pay Contractor, the service fees (Unit Price) as set forth in the Proposal Documents including fees for additional services to be provided as per the Proposal Documents. Contractor further acknowledges and agrees that the payment of any such additional fees are subject to the prior written authorization and approval of the City Manager.

14.2 Billing Procedures: All invoices should be sent to: City of North Miami Beach, Finance Department, 17011 NE 19 Avenue, 3<sup>rd</sup> Floor, North Miami Beach, Florida 33162. In accordance with Florida

State Statutes, Chapter 218, payment will be made within 45 days after receipt of a proper invoice. The City cannot make advance payments, make deposits in advance of receipt of services, or pay C.O.D., otherwise billing shall be in accordance with Proposal Documents.

14.3 Adjustments in Disposal Costs: The parties acknowledge that the Unit Prices as set forth in the Proposal Documents is calculated, in part, by taking into consideration the Miami-Dade County tipping fee, in effect as of the Commencement Date. However, it is recognized that, from time to time during the Term, the disposal cost (tipping fee) may change. In the event of such change in the tipping fee, the Contractor may make a request, in writing (accompanied by any substantiating documentation), to the City Manager for an increase in the Unit Price (due to an increase in the tipping fee). The City Manager shall consider the request; may request any additional information as he/she deems necessary. Any increase granted pursuant to this subsection shall only be in proportion to the actual increase in the tipping fee. Decreases in disposal costs shall entitle the City to receive an automatic decrease in the Unit Price (in proportion to the actual decrease in the fee).

The City shall be responsible and pay for any disposal facility fees mandated by Miami Dade County for service in any newly annexed areas by the City.

14.4 Unusual Changes or Costs: Contractor may request a rate adjustment, in writing (with supporting documentation) to the City Manager, on the basis of material changes in its cost of doing business; change in laws; or changes in location of disposal sites. The City Manager shall submit the request (and his/her recommendation) to the City Council for its consideration and approval, which approval, if given at all, shall be at the City Council's reasonable discretion.

Notwithstanding the preceding, any changes or any other conditions which occur that reduce Contractor's costs shall entitle the City to receive an automatic Unit Price decrease (in proportion to the decrease in Contractor's costs).

## 15. CONSUMER PRICE INDEX

15.1 Consumer Price Index, All Urban Areas (CPI-U): On Commencement Date, and on the anniversary of the Commencement Date of each year during the Term or Renewal Term, the compensation paid by the City to the Contractor pursuant to this Agreement shall be adjusted, upwards or downwards, as the case may be, according to increases or decreases in the Consumer Price Index, All Urban Areas (CPI-U), for the 12-month average on which the adjustment shall take place, with an annual maximum adjustment not to exceed three percent (3%).

**Notwithstanding the preceding, or any other term or condition of this Agreement, there shall be no increase in Contractor's compensation for a period of three (3) years from the Commencement Date. Thereafter changes in compensation shall be effected as set forth above.**

## 16. CONTRACTOR'S PERFORMANCE

16.1 Agreement Administration: If at any time during the Term, Contractor's performance of the Services is deemed unsatisfactory, in the reasonable judgment and discretion of the City Manager, Contractor shall immediately take any and all such actions, as may be reasonably required by the City Manager, to satisfactorily correct any such deficiency(ies); including, without limitation, increasing its workforce and equipment, or take such other actions as necessary so that Contractor is able to perform (or continue to perform) the Services in accordance with the first-class standards contemplated in this Agreement.

If the Contractor neglects or fails to correct any deficiency(ies), and/or immediately restore performance to a satisfactory level, the City Manager may, at his/her sole discretion, and after giving Contractor three (3) business days written notice, take such additional steps as he/she deems necessary including, without limitation, undertaking performance, to correct such deficiency. This shall be without prejudice to any other remedy City may have. In the case of bona fide emergencies, as determined by the City Manager in his/her sole and reasonable discretion, involving public health or public safety or to protect against loss or damage or to prevent or minimize serious disruption of the Services, the City may cause such work and/or services as is necessary to be performed without prior notice to Contractor.

The City, at its discretion, may draw down from the Bond or may deduct from the compensation to be made to Contractor, the amount of any and all costs incurred in correcting deficiencies made necessary by such neglect or failure. If the amount of the Bond, or if such payments to be made to Contractor are not sufficient to cover such amount, the Contractor shall be liable in such amount to the City.

Notwithstanding the preceding, the failure of the City Manager to give such notification(s) shall not relieve nor excuse Contractor of its obligation to perform any work and/or services required by this Agreement, in accordance with the first-class standards contemplated herein.

16.2 Agreement Information: Upon reasonable notice from the City Manager or Authorized Representative, Contractor shall furnish any and all information and/or supporting documentation to ascertain whether or not the Services are being performed, in accordance with the requirements of this Agreement, and in accordance with the first class standards contemplated herein.

16.3 Inspections: The City Manager may appoint such person or persons, as the City Manager may deem qualified, in his/her sole judgment and discretion, to inspect Contractor's operations, including its workforce and equipment, at any time during the Term, upon reasonable notice to Contractor.

16.4 Access: The City Manager, and/or his/her Authorized Representatives, shall, during all reasonable times, and upon reasonable notice, be permitted free and open access to Contractor's facilities (including the Facility), workforce, and equipment, for the purpose of inspecting Contractor's performance of the Services.

16.5 Representative: Contractor shall cooperate with Authorized Representatives of the City in every way in order to facilitate any City inspections related to Contractor's facilities, equipment, workforce, and/or to the quality, performance and progress of the Services. Contractor shall at all times have a competent and reliable, English speaking representative on duty, who is authorized to receive orders and to act for Contractor on any operational matters related to this Agreement.

16.6 Records and Audits: Contractor shall keep full and accurate accounting records relating to the Services, in accordance with generally accepted accounting principles. Contractor shall maintain a system of bookkeeping adequate for its operations hereunder. Contractor shall give the City Manager and/or his/her Authorized Representatives access to such books and records, during reasonable business hours and upon reasonable advance notice. Contractor shall keep and preserve the aforestated records for at least three (3) years following each contract year during the Term herein, or for as long as such records are required to be retained pursuant to Florida Public Records Law (whichever is longer). In addition and notwithstanding the preceding, the City Manager shall have the right, at any time (and from time to time), to cause nationally recognized independent auditors to audit all of the books of Contractor relating to the Services. The City shall be responsible for the costs incurred by it in conducting such audit.

16.7 Failure to Enforce: The failure of the City at any time to require performance by Contractor of any provision(s) hereof shall in no way affect the right of the City thereafter to enforce same, nor shall such failure be construed as a waiver by the City of the breach of any provision(s) herein; or held to be a waiver of any breach of such provision(s), or as a waiver of the provision(s) itself.

17. Liquidated Damages:

- A. If after receipt of notice from City, the Contractor proves to be more than two (2) working days (excluding Saturday and Sunday) behind schedule for trash pickup, the City reserves the right to charge the Contractor the sum of \$500.00 per day for each residential or commercial accounts until the Contractor demonstrates that it is back on schedule. Charges of \$250.00/day will apply for special pick-ups.
- B. The Contractor will provide the requested container to each household within three (3) working days of receiving notice from the City. Failure of the Contractor to deliver the container within (3) days will result in liquidated damage of one hundred dollars (\$100.00) per day/per household and two hundred and fifty (\$250.00) per day/commercial account.
- C. If a collection is missed and the commercial account or household notifies the City, the City will notify the Contractor who will return to collect the materials. In all cases, the missed collection will be handled within 24 hours of notification or during the next scheduled work shift, whichever is sooner. The contractor will be assessed liquidated damages of \$100.00 for each missed household pickup and \$250.00 for each commercial pick-up that is not resolved within 24 hours in the form of a deduction from the proceeds due from the City. The City Manager or his designee will be in charge of assessing

liquidated damages

- D. Failure to clean spillage (oil, hydraulic fluid, garbage, trash, etc.) after notice from City on the day that the spillage occurs will result in the Contractor being assessed liquidated damages of \$50.00 per incident per day.
- E. Failure to repair damage to public or private property after notice from City and within five (5) calendar days or within the timeframe approved by the City, the Contractor will be assessed a liquidated damage of \$50.00 per incident per day.
- F. Failure to maintain a collection vehicle or equipment in a clean and sanitary manner after three (3) working days of notice by City shall result in the imposition of an assessment of one hundred dollars (\$100.00) per incident per day.
- G. Failure to have a vehicle properly licensed or failure of the operator to carry his license while on duty shall result in a \$100.00 assessment per day after notice from City and three (3) working days to cure.
- H. Collections outside the hours specified in this agreement, without prior approval of the Authorized Representative, shall result in a \$100.00 assessment per incident per calendar day.

## 18. COMPLAINTS AND COMPLAINT RESOLUTION

18.1 Complaints: Contractor shall prepare and maintain, in accordance with a format approved by the Authorized Representative and in accordance with Section A, page 19 of the Contractors Response, a register of all customer (or City) complaints, which shall, at a minimum, indicate the date and time when the complaint was received, and how and when it was resolved. Such records shall be available for City inspection at all times during reasonable hours and upon reasonable notice.

At a minimum, Contractor shall adhere to the following schedule for handling/resolution of complaints as set out in the Proposal Documents.

A daily listing of all complaints filed, and of their disposition, shall be provided to the Authorized Representative at the end of each business day (by fax or e-mail). Legitimacy of challenged complaints shall be determined on the basis of a joint inspection by the Authorized Representative and a representative of the Contractor. Disputes shall be referred to the City Manager, whose decision shall be final and binding on all parties.

The City's auditors may communicate directly with customers, for the purpose of confirming Contractor's compliance with complaint handling/resolution.

18.2 Disputes about Collection of Certain Items: It is recognized that disputes may arise between the City and Contractor, and between Contractor and customers, with regard to the collection of certain waste (disputed waste). The City Manager or Authorized Representative may, from time to time, require Contractor to remove any such disputed waste; irrespective of a pending or actual dispute with regard to whether or not the type of disputed waste which is being requested for removal is within the scope of this Agreement. Should the Contractor fail to remove disputed waste within twenty-four (24) hours from receipt of notification by the City, the City, at its sole option, but not its obligation, may do so, and all costs incurred by the City shall be deducted from the monthly compensation due the Contractor.

19. **[Intentionally Omitted]**

20. **PERFORMANCE BOND**

20.1 Amount of Bond: Contractor shall, upon execution of this Agreement but in any event prior to the Commencement Date, furnish to the City a Performance Bond (the Bond), in a form acceptable to the City Attorney and Chief Financial Officer, in the penal sum as stated below, for the payment of which Contractor shall bind itself for the faithful performance of the terms and conditions of this Agreement:

**The amount of the Bond will be Two Million Dollars (\$2,000,000.00) as required in Proposal Documents.**

The Bond shall be maintained in full force and effect throughout the Term.

20.2 City's Rights: The City may "draw down" upon all or any portion of the Bond in the event that Contractor fails to comply with any of its obligations under the Agreement. Contractor shall pay for any/all outside legal fees and costs incurred by the City in prevailing in any action to collect on the Bond. If payment of any amount claimed against the Bond is not received within thirty (30) days of submission of a claim, the Contractor shall also be responsible for interest, at the greater of the statutory rate in Florida or the prime rate, to be paid on the amount claimed against the Bond. In the event the City "draws down" against all or any portion of the Bond at any time during the Term, Contractor shall immediately replenish the amount so drawn, so that the Bond is maintained in the full required amount at all times during the Term of this Agreement.

20.3 Form of Bond: The form of the Performance Bond is subject to approval by the City's Chief Financial Officer and City Attorney, which approval shall not be unreasonably withheld.

20.4 Qualified of Surety: The Performance Bond must be executed by a Surety Company of recognized standing, authorized to do business in the State of Florida and having a resident agent in Florida. The Surety Company shall hold a current Certificate of Authority as acceptable surety on Federal Bonds, in accordance with U.S. Department of Treasury Circular 570, in Current Revision.

## 21. INSURANCE AND INDEMINIFICATION

21.1 Insurance: At all times during the Term, Contractor shall comply with (and, in the case of insurance coverage, maintain in full force and effect) the insurance provisions set forth in Proposal Documents.

All insurance provided for in this subsection 21.1 shall be in such form and shall be issued by such financially responsible insurance companies licensed to do business in the State of Florida with companies having a rating of B as to management and V as to financial strength or better in Best's Insurance Guide, as published by A.M. Best and Company. Upon execution of this Agreement and, thereafter, not less than thirty (30) days prior to the expiration dates of the policies required pursuant to subsection 21.1, originals of the policies or certificates, or renewal certificates, as the case may be, bearing notations evidencing the payment of premiums or accompanied by other evidence reasonably satisfactory to the City of such payment, shall be delivered by Contractor to the City's Risk Manager at 17011 NE 19 Ave, 2nd FL North Miami Beach, Florida 33162.

Each policy of insurance required to be carried pursuant to subsection 21.1 shall contain (i) a provision covering the indemnification obligations in subsection 21.2 hereof; (ii) a provision that no act or omission of City or Contractor shall affect or limit the obligation of the insurance company to pay the amount of any loss sustained; (iii) an Agreement by the insurer that such policy shall not be cancelled, modified or denied renewal without at least thirty (30) days prior written notice to the City Manager (with copies to the City's Risk Manager at the address provided in this subsection); (iv) a waiver of subrogation by the insurer; and (v) deductibles which do not exceed deductions for similar operations/work/services. All insurance procured by Contractor in accordance with the requirements of this subsection 21.1 shall be primary over any insurance carried by the City and not require contribution by the City. In addition, if Contractor enters into any agreements during the Term herein with any subcontractors and/or independent contractors for the provision of any work and/or services hereunder, Contractor shall require such contractors to name the City as an additional insured under any insurance required by Contractor thereunder, and to deliver to the City's Risk Manager, prior to performance of such work and/or services, a certificate evidencing the existence thereof.

In addition to the requirements set forth above, the Contractor shall maintain and carry in full force for the duration of the Agreement, the insurance coverage meeting the below outlined requirements.

1. Workers' Compensation Insurance for all employees of the Contractor as required by Florida Statutes 440.
2. General Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000 per person, \$2,000,000 per occurrence for bodily injury and property damage. **City of North Miami Beach must be shown as an additional insured with respect to this coverage. The mailing address of City of North Miami Beach 17011 NE 19 Avenue, Suite 315, North Miami Beach, Florida 33162, as the certificate holder, must appear on the certificate of insurance.**
3. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than \$1,000,000 per person and \$2,000,000

per occurrence. **City of North Miami Beach must be shown as an additional insured with respect to this coverage. The mailing address of City of North Miami Beach 17011 NE 19 Avenue, Suite 315, North Miami Beach, Florida 33162, as the certificate holder, must appear on the certificate of insurance.**

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the Contractor. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, according to the latest edition of Best's Insurance Guide published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the City's Risk Management Division.

**Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the Contractor hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the City.**

## **21.2 Indemnification:**

21.2.1 In consideration of a separate and specific consideration of Ten (\$10.00) Dollars and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Contractor shall indemnify, hold harmless and defend the City, its officers, employees, contractors, agents or servants, from and against any claim, demand or cause of action of whatsoever kind or nature arising out of error, omission, or negligent act of Contractor, its officers, employees, contractors, agents or servants, in connection with its operations and/or the performance of the Services contemplated under this Agreement.

21.2.2 In addition, and in consideration of a separate and specific consideration of Ten (\$10.00) Dollars and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Contractor shall indemnify, hold harmless and defend the City, its officers, employees, contractors, agents or servants, from and against any claim, demand or cause of action of whatever kind or nature arising out of any negligence or misconduct of Contractor, its officers, employees, contractors, agents or servants, not included in subsection 21.2.1 herein and for which the City, its officers, employees, contractors, agents or servants are alleged to be liable.

21.2.3 The indemnifications in subsections 21.2.1 and 21.2.2 shall not be limited in any way by the type or amount of insurance carried by the Contractor.

21.2.4 Subsections 21.2.1, 21.2.2, and 21.2.3 shall survive the termination or expiration of this Agreement. Subsections 21.2.1 and 21.2.2 shall not apply, however, to any such liability, that arises as a

result of the willful misconduct or gross negligence of the City, its officers, employees, contractors, agents or servants.

## **22. DAMAGE TO OR DESTRUCTION OF EQUIPMENT**

If any of Contractor's equipment is damaged, destroyed, or stolen by an event which is covered by Contractor's insurance, Contractor must utilize the insurance proceeds to immediately repair or replace the equipment with similar equipment of at least equal (or, where possible, better) quality. If the insurance proceeds are insufficient, or the equipment has been damaged or destroyed by an uninsured casualty, Contractor shall be solely responsible for providing the additional funds, as needed to immediately repair or replace the equipment in accordance with the standard required by this Section 22.

## **23. EVENTS OF DEFAULT BY CONTRACTOR**

Each of the following events or conditions shall constitute an event of default by Contractor:

- a) failure by Contractor to perform or comply with the terms and conditions of this Agreement, and said failure continues for fifteen (15) days after written notice to Contractor demanding that such failure be cured;
- b) filing by or against Contractor (or the Performance Bond Surety) of a bankruptcy, receivership, assignment for the benefit of creditors, liquidation, dissolution, composition or reorganization petition, or other insolvency proceeding;
- c) if any work or services required under the Agreement shall be vacated or abandoned by Contractor during the Term for a consecutive period of seven (7) days or more; or
- d) any representation or warranty furnished by Contractor under this Agreement is found to be false or misleading in any material respect when made.

If the Contractor frequently, regularly, or repetitively fails to comply with its material obligations and requirements under this Agreement so that Contractor is charged with more than three (3) occurrences of the same violation for any calendar year during the Term or a Renewal Term, the City may conclude that the Contractor is a "habitual violator," regardless of whether the Contractor has corrected each individual failure of performance or paid such liquidated damages for such failures of performance. If the City Council shall determine that the Contractor is a habitual violator, the City shall issue a final warning to the Contractor, citing the grounds for the warning, and any single default by the Contractor within six (6) months thereafter shall be grounds for immediate termination of this Agreement.

## **24. REMEDIES UPON DEFAULT BY CONTRACTOR**

24.1 In the event of default by Contractor, the City may, through the City Manager and without election of remedies:

- a) immediately terminate the Agreement (without any legal action required) by delivery of a written notice to Contractor, in which use, the termination shall become effective as of the date set forth in the City's notice. Contractor shall, at its sole cost, remove any and all personnel and equipment from the Collection Area, and relinquish the Facility, and the City may immediately contract with another firm or firms to provide the work/services contemplated hereunder to the City;
- b) withhold all or any part of Contractor's compensation hereunder;
- c) seek recovery on the Performance Bond; and/or
- d) exercise any and all remedies available, at law or in equity, including bringing an action or actions against Contractor for recovery of amounts due and owing to the City, and/or for damages (which shall include all costs and expenses reasonably incurred by the City in exercise of its remedy), and/or for specific performance, injunctive relief or any other appropriate equitable remedy.

If the City considers it to be in its best interests, it may elect not to declare default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of City and that if the City permits Contractor to continue to perform the Services (or any portion thereof) despite one or more events of default, Contractor shall in no way be relieved of any of its responsibilities, duties, or obligations under this Agreement, nor shall the City waive or relinquish any or its rights.

The remedies available to the City under the terms of this Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy shall be cumulative and shall be in addition to any other remedies, existing now or hereafter, at law, in equity or by statute. No delay or omission by the City to exercise any right or power accruing upon an event of default by Contractor shall impair such right to power, nor shall it be construed as a waiver of any event of default or acquiescence therein, and every such right and power may be exercised by the City from time to time and as often as may be deemed appropriate and/or expedient.

24.2 Right to Offset: Any additional costs incurred by the City in the event of termination of this Agreement for default, or otherwise resulting from Contractor's performance or non-performance under this Agreement, including (without limitation) the exercise by the City of any of the remedies available to it under subsection 24.1 hereof, and any credits due to or overpayments made by the City, may be offset by use of any payment due for the Services completed before the termination for default or before the exercise of any remedies. If such amount offset is insufficient to cover such excess costs, the Contractor shall be liable for and promptly remit to City the difference upon written demand therefore. This right to offset is in addition to and not a limitation of any other remedies available to City.

24.3 Default by City: In the event of the City's default under the terms of the Agreement and such default continues for fifteen (15) days after written notice to City demanding that such failure be cured, Contractor shall be entitled to all rights and remedies under Florida Law.

**25. Sovereign Immunity:** Nothing in this Agreement shall be interpreted or construed to mean that the City waives its common law sovereign immunity or the limits on liability as set forth in Section 768.28, Florida Statutes.

**26. VENUE/GOVERNING LAW**

This Agreement shall be governed and enforced by, and construed in accordance with, the laws of the State of Florida, both substantive and remedial, without regard to principles of conflict of laws. The exclusive venue for any litigation arising out of this Agreement shall be in Miami-Dade County, Florida, if in state court, and the U.S. District Court, Southern District of Florida, if in federal court. BY ENTERING INTO THIS AGREEMENT, CITY AND CONTRACTOR, EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, OR ARISING OUT OF, THIS AGREEMENT.

**27. ANNEXATION**

Contractor agrees to extend all terms, conditions and pricing in the Agreement and any amendments thereto, to any areas annexed into the City, subject to requirements set forth in Section 11.11 of this Agreement and Proposal Documents.

**28. REPRESENTATION AND WARRANTIES OF CONTRACTOR**

Contractor warrants and represents to the City, as an inducement to City to execute this Agreement, which representations and warranties shall survive this Agreement, that:

- a) It is authorized to do business in the State of Florida and is properly licensed by, and has all necessary permits from, all necessary and required governmental and public and quasi-public authorities having jurisdiction over it and over the Services;
- b) Its execution, delivery, and performance of this Agreement has been duly authorized by, or is in accordance with, its organic instruments; this Agreement has been duly executed and delivered for it by the signatories so authorized; and it constitutes its legal, valid and binding obligations;
- c) Its execution, delivery, and performance of this Agreement will not result in a breach of, violation of, or constitute a default under, any Agreement, lease or instrument to which it is a party or by which it or its properties may be bound or affected;
- d) It has not received any notice, nor to the best of its knowledge is there pending or threatened any notice, or any violation of any applicable laws, ordinances, regulations, rules, decrees, awards, permits or orders which would materially adversely affect its ability to perform hereunder;
- e) It has, or will have under its control on the Commencement Date, all equipment, machinery, manpower, as necessary and required to perform its obligations under this Agreement, and has sufficient experience and competence to do so;

- f) It is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to perform its obligations under this Agreement;
- g) It and each of its employees, agents, and subcontractors of any tier is competent to perform its obligations under this Agreement; and
- h) Its duly Authorized Representative has visited the Collection Area, familiarized itself with the local conditions under which the Services are to be performed, and correlated its observations with the required work and services under this Agreement.

**29. OPERATIONS DURING DISPUTE**

If a dispute arises between the City, the Contractor, any union or collective bargaining unit, or any other person/entities concerning the Contractor's performance, rights, or compensation under this Agreement, the Contractor shall continue to perform its duties in strict compliance with the requirements of this Agreement, regardless of the pending dispute.

**30. COMPLIANCE WITH APPLICABLE LAWS**

Contractor shall perform its obligations hereunder in compliance with any and all applicable Federal, State, and local (City and County) laws, rules, regulations and codes; in accordance with sound engineering and safety practices; and in compliance with any and all administrative rules, regulations, and policies of the City relative to the Services. Prior to the Commencement Date, Contractor shall be solely responsible for obtaining any and all licenses, permits, approvals, and authorizations as may be required to perform its obligations hereunder, and shall thereafter be required to maintain same in full force and effect and in good standing, at all times throughout the Term. Except where expressly required by applicable laws and regulations, the City shall not be responsible for monitoring Contractor's compliance with any laws or regulations. When the Contractor observes conflicting regulatory requirements, it shall notify the City Manager, in writing, immediately. If the Contractor performs any of the work or services required by the Agreement knowing, or having reason to know, that such work and/or services are in violation of such laws, rules and/or regulations, Contractor shall be solely responsible for all costs arising directly therefrom.

**31. TAXES, LIENS AND FEES**

Contractor shall pay on or before the due date all taxes, fees, and assessments which may be levied upon or in respect of the equipment, or its operation, including but not limited to commercial personal property taxes, sales taxes, and intangible taxes, and Contractor shall pay on or before the due date any other charge of any character which may be imposed or incurred by any public authority as an incident to title to, ownership of, or operation of the equipment. In the event that any lien or encumbrance of any nature relating to Contractor's equipment or the operation of maintenance thereof is filed upon the City, Contractor shall have thirty (30) days from the date of written notice by the Authorized Representative to have such lien or encumbrance bonded off or discharged.

**32. NOTICES AND CHANGES OF ADDRESSES**

All "Notices" to be given by either party to the other shall be in writing and must be either delivered or mailed by registered or certified mail, return receipt requested, addresses as follows:

To City:

CITY MANAGER'S OFFICE  
ATT: ANA M. GARCIA  
17011 NORTH EAST 19th AVENUE, 4<sup>TH</sup> FLOOR  
NORTH MIAMI BEACH, FLORIDA 33162

With Copies to:

CITY ATTORNEY'S OFFICE  
ATT: JOSE SMITH  
17011 NORTH EAST 19th AVENUE, 4<sup>TH</sup> FLOOR  
NORTH MIAMI BEACH, FLORIDA 33162

And

PROCUREMENT MANAGEMENT DIVISION  
ATT: BRIAN K. O'CONNOR  
17011 NORTH EAST 19th AVENUE, ROOM 315  
NORTH MIAMI BEACH, FLORIDA 33162

To Contractor:

WASTE MANAGEMENT OF FLORIDA  
ATTN: JASON NEAL  
3401 NW 110th Street  
Miami, Florida 33167

With copies to:

RONALD KAPLAN, ATTORNEY  
Waste Management Inc. of Florida  
3401 NW 110th Street  
Miami, Florida 33167

Or such other addresses as either party may hereinafter designated by a Notice to the other. Notices are deemed delivered or given and become effective upon mailing if mailed as aforesaid and upon actual receipt if otherwise delivered.

**33. NO WAIVER**

The failure of Contractor or the City to insist upon the strict performance of the terms and Conditions hereof shall not constitute or be construed as a waiver or relinquishment of either party's rights to thereafter enforce the same in accordance with this Agreement in the event of an continuing or subsequent default on the part of Contractor or the City.

#### **34. SEVERABILITY**

In the event that any clause or provision of this Agreement or any part thereof shall be declared invalid, void or unenforceable by any court having jurisdiction, such invalidity shall not affect the validity or enforceability of the remaining portions of this Agreement.

#### **35. ASSIGNMENT/SUBCONTRACTING**

The selection of Contractor as the service provider under this Agreement is based upon its experience, capability and financial ability to perform the work. Contractor shall not assign, delegate or subcontract any of the rights or obligations under this Agreement without the prior written consent of the City Council.

#### **36. BINDING UPON SUCCESSORS AND ASSIGNS; NO THIRD-PARTY BENEFICIARIES.**

36.1 This Agreement and the rights and obligations set forth herein shall inure to the benefit of, and be binding upon, the parties hereto and each of their respective successors and permitted assigns.

36.2 This Agreement shall not be construed as giving any person, other than the parties hereto and their successors and permitted assigns, any legal or equitable right, remedy or claim under or in respect of this Agreement or any of the provisions herein contained, this Agreement and all provisions and conditions hereof being intended to be, and being, for the sole and exclusive benefit of such parties and their successors and permitted assigns and for the benefit of no other person or entity.

#### **37. RFP AND AGREEMENT INCORPORATED BY REFERENCE**

The Proposal Documents are hereby incorporated by reference into this Agreement. In construing the rights and obligations between the parties, the order of priority in case of ambiguity or conflict between the documents shall be as follows:

- This Agreement, together with any exhibits and amendments thereto.
- RFP No. 2014-08, together with exhibits and amendments thereto.
- Contractor's proposal in response to RFP NO. 2014-08, together with any exhibits and amendments thereto.

#### **38. FURTHER DOCUMENTS**

The parties shall execute and deliver all documents and perform all further acts that may be reasonably necessary to effectuate the provisions of this Agreement.

#### **39. INDEPENDENT PARTIES**

Nothing contained in this Agreement is intended or shall be construed in any way to create or establish the relationship of partners or a joint venture between the City and Contractor. None of the officers, agents or employees of Contractor shall be or be deemed to be employees of the City for any

purpose whatsoever. Contractor shall be solely responsible for the acts or omissions of its officers, employees, contractors, and agents. No person performing any of the work or services described hereunder shall be considered an officer, servant or employee of the City, nor shall any such person be entitled to any benefits available or granted to employees of the City.

**40. TIME OF THE ESSENCE**

Time of the essence with respect to each and every term and condition of this Agreement

**41. FORCE MAJEURE**

The performance of any act by the City or Contractor hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts, or any other cause beyond the reasonable control of the parties; provided, however, that if the hindrance of prevention of performance exceeds a period of thirty (30) days, the City may, through the City Manager, and at his/her sole option and discretion, terminate, or renegotiate the terms of, this Agreement without liability to the City.

**42. ENTIRE AGREEMENT**

This Agreement, when executed, together with all exhibits attached hereto, shall constitute the entire Agreement between both parties. This Agreement may not be amended, modified or terminated except in writing signed by the parties hereto and, where required, as approved by the City Commission.

**43. CITY TRUCKS/CARTS AND CONTAINERS**

The Contractor has agreed to purchase the City fleet of waste disposal trucks, Carts and Containers (City Equipment) as shown in Exhibit "B" hereto, in accordance with the Proposal Documents. City represents that the City Equipment is in working order and in the same physical condition as when inspected by Contractor. Contractor shall have the right 24 hours before the Commencement Date to inspect the City Equipment for compliance with this section of the Agreement. The Contractor shall be responsible for all existing Carts and Containers including replacement and maintenance. At Termination of this Agreement for any reason Contractor shall own the City Equipment.

**44. PULL-OUT SERVICE**

Contractor shall provide Pull-Out Service in accordance with the Proposal Documents requiring special disability services (specifically, Section 3.18 of RFP No. 2014-08).

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their appropriate officials, as of the date first entered above.

FOR CITY:

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

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

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

Approved as to form and legal sufficiency:

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

FOR CONTRACTOR:

WASTE MANAGEMENT INC. OF FLORIDA

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

EXHIBIT "A"

LIST AND ACCEPTANCE STANDARDS FOR RECYCLABLE MATERIALS  
FOR RESIDENTIAL SERVICE UNITS AND MULTI-FAMILY SERVICE UNITS

EXHIBIT "B"

CITY EQUIPMENT LIST SOLD TO CONTRACTOR