



CITY OF NORTH MIAMI BEACH
City Council Meeting
City Hall, Council Chambers, 2nd Floor
17011 NE 19th Avenue North Miami Beach, FL 33162
Monday, September 21, 2015
7:30 PM

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

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

Notice to All Lobbyists

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

AGENDA

- 1. ROLL CALL OF CITY OFFICIALS**
- 2. INVOCATION - TBA**
- 3. PLEDGE OF ALLEGIANCE**
- 4. REQUESTS FOR WITHDRAWALS, DEFERMENTS AND ADDITIONS TO AGENDA**
- 5. PRESENTATIONS /DISCUSSIONS**
 - 5.1 Proclamation for Feeding South Florida (Mayor George Vallejo)**
 - 5.2 Dr. Martin Karp, Miami-Dade School Board Member - Update on NMB Senior High Improvements**
 - 5.3 Summer Reading Contest Winners (Edenia Hernandez, Library Manager)**
 - 5.4 Science Camp Graduates (Edenia Hernandez, Library Manager)**
 - 5.5 Proclamation for National Childhood Cancer Awareness Month (Mayor George Vallejo)**
 - 5.6 Detective Nelson Camacho, South Florida Optimist Law Officer of the Year (J. Scott Dennis, Chief of Police)**
 - 5.7 Police Policy Assessment and Review Project**
 - 5.8 Proclamation Honoring Chief J. Scott Dennis Retirement**
- 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 Councilwoman Smith as Vice Mayor (Pamela L. Latimore, City Clerk)

Councilwoman Smith will serve as Vice Mayor starting October 1, 2015.

7.2 Appointing Terrance Camenzuli to Code Enforcement Board (Pamela L. Latimore, City Clerk)

Moving Code Enforcement Board Member Camenzuli from Alternate to Voting Member.

7.3 Appointing Michael Joseph to Code Enforcement Board (Pamela L. Latimore, City Clerk)

Appointing Mr. Joseph to Alternate Position on Code Enforcement Board

7.4 Appointing Vladimir Bugera to the Redevelopment Advisory Board(Pamela L. Latimore, City Clerk)

Appointing Mr. Bugera to the Redevelopment Advisory Board

8. CONSENT AGENDA

8.1 Regular Meeting Minutes of July 21, 2015 (Pamela L. Latimore, City Clerk)

8.2 Regular Meeting Minutes of August 4, 2015 (Pamela L. Latimore, City Clerk)

8.3 Resolution R2015-83 (Esmond Scott, Director of Public Works and Brian K. O'Connor, Chief Procurement Officer)

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH

MIAMI BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH LIMOUSINES OF SOUTH FLORIDA, INC. FOR THE MAINTENANCE AND OPERATION OF THE CITY OF NORTH MIAMI BEACH NMBLINE BUS TRANSPORTATION SERVICES.

8.4 Resolution 2015-84 (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 CHATEAU BEACH, LLC (CHATEAU) TO BE LOCATED IN THE NORTH 100 FEET OF TATUM'S OCEAN PARK SUBDIVISION, PLAT BOOK 10, PAGE 64, GOVERNMENT LOT 6 OF LOT 3, SUNNY ISLES BEACH, FLORIDA, FOR THE CONSTRUCTION, OPERATION, AND MAINTENANCE OF WATER FACILITIES.

8.5 FDOT Highway Beautification Grant (Esmond Scott, Director of Public Works)

RESOLUTION NO. R2015-85

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A GRANT APPLICATION TO THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR A FLORIDA HIGHWAY BEAUTIFICATION COUNCIL GRANT AND TO FURTHER EXECUTE ANY SUBSEQUENT AGREEMENTS OR DOCUMENTS ASSOCIATED WITH THE GRANT.

9. CITY MANAGER'S REPORT

9.1 2015 Award of Merit for Comprehensive Planning (Richard Lorber, Director of Community Development)

9.2 Forfeiture (LETf) Appropriation Request (J. Scott Dennis, Chief of Police)

9.3 Sukkot

The City will have palm fronds available for pickup outside the nursery facility located at 1490 NE 160 Street starting today thru Friday, September 25, 2015. Due to the Yom Kippur Holiday there will be no pickup on Wednesday, September 23rd. The fronds will be available between the hours of 9:00am and 3:00pm. For more information, please call (305) 948-2980.

9.4 8th Annual Domestic Violence Walk, October 3, 2015

The 8th Annual Domestic Violence Walk will take place on Saturday, October 3, 2015, at the Gwen Margolis Amphitheater, 16501 NE 16 Avenue. This is a 2 mile non-competitive awareness walk bringing awareness to the issue of Domestic Violence. Check-in/Registration begins at 4 p.m., with the walk beginning around 5:45 p.m. Registration is FREE (paid registrations will receive a T-shirt) and all donations will benefit the Safe Space Foundation Victim Shelter. Online registration is available at www.safespacefoundation.com. For more information call NMBPD Advocate Renee Darden at 305-948-2940.

9.5 Ribbon Cutting of the Traffic Calming Crosswalk on 19th Avenue, October 6, 2015 (Esmond Scott, Director of Public Works)

9.6 Librarian Edenia Hernandez - National Award LIBER International Book Fair in Madrid, Spain

9.7 Good Governance and Strategic Planning Session Retreat, October 17, 2015

10. CITY ATTORNEY'S REPORT

10.1 Litigation List (Jose Smith, City Attorney)

As of September 21, 2015

11. MAYOR'S DISCUSSION

12. MISCELLANEOUS ITEMS - *None*

13. BUSINESS TAX RECEIPTS

13.1 G5ive, LLC D/B/A G5ive (Candido Sosa-Cruz, Director of Code Compliance & Building Services)

Location of applicant requesting the 4 - 6 Extension of Hours: 337 N.W. 170 Street, North Miami Beach, FL 33169

13.2 Platinum South Inc. D/B/A Dean's Gold (Candido Sosa-Cruz, Director of Code Compliance & Building Services)

Location of applicant requesting the 4 - 6 Extension of Hours: 2355 N.E. 163 Street, North Miami Beach, FL 33160

14. DISCUSSION ITEMS

14.1 Third Quarter Financial Update (Barbara Trinko, Finance Director)

15. LEGISLATION

15.1 Resolution R2015-81 (Candido Sosa-Cruz, Director of Code Compliance & Building Services)

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA APPROVING THE NORTH MIAMI BEACH COMMUNITY REDEVELOPMENT AGENCY FISCAL YEAR 2015-2016 BUDGET; AUTHORIZING THE CITY MANAGER TO TRANSMIT THE CRA FISCAL YEAR 2015-2016 BUDGET TO MIAMI-DADE COUNTY; AUTHORIZING THE CITY MANAGER TO TAKE ALL ACTION NECESSARY TO COMPLETE THE APPROVAL PROCESS FOR THE CRA FISCAL YEAR 2015-2016 BUDGET WITH MIAMI-DADE COUNTY

16. CITY COUNCIL REPORTS

17. NEXT REGULAR CITY COUNCIL MEETING - October 6, 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](#)

TO: Mayor and City Council
FROM: Pamela L. Latimore, City Clerk
VIA:
DATE: Monday, September 21, 2015

RE: Appointing Councilwoman Smith as Vice Mayor (Pamela L. Latimore, City Clerk)

**BACKGROUND
ANALYSIS:**

RECOMMENDATION:

**FISCAL/BUDGETARY
IMPACT:**

ATTACHMENTS:

None



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MEMORANDUM

 [Print](#)

TO: Mayor and City Council
FROM: Pamela L. Latimore, City Clerk
VIA:
DATE: Monday, September 21, 2015

RE: Appointing Terrance Camenzuli to Code Enforcement Board
(Pamela L. Latimore, City Clerk)

BACKGROUND ANALYSIS: Mr. Camenzuli presently serves as an alternate on the Code Enforcement Board. Councilwoman Martell has requested to make him a voting member due to the vacancy left by her original appointment Mr.. Larry Thompson.

RECOMMENDATION:

FISCAL/BUDGETARY IMPACT: None

ATTACHMENTS:

None



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MEMORANDUM

 [Print](#)

TO: Mayor and City Council
FROM: Pamela L. Latimore, City Clerk
VIA:
DATE: Monday, September 21, 2015

RE: Appointing Michael Joseph to Code Enforcement Board (Pamela L. Latimore, City Clerk)

BACKGROUND ANALYSIS: Vice Mayor DeFillipo has nominated Michael Joseph as Code Enforcement Board Alternate. The application has been vetted for residency requirements according to Ordinance No. 2012-27.

RECOMMENDATION:

FISCAL/BUDGETARY IMPACT: None

ATTACHMENTS:

- ▢ [Application Michael Joseph Code Enforcement Board](#)



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: Code Enforcement Board

(PLEASE PRINT CLEARLY)

1. NAME: Michael Joseph, Esq.
2. HOME ADDRESS: 1566 NE 175th St. NMB, FL 3
CITY: North Miami Beach STATE: FL ZIP: 33162
3. BUSINESS NAME: Galkut Walters & Associates
BUSINESS ADDRESS: 4770 Biscayne Blvd. #1400
CITY: Miami STATE: FL ZIP: 33137
4. HOME PHONE: 786-897-3773 BUSINESS PHONE: 786-245-2307
CELL PHONE: 786-897-3773 FAX: _____
EMAIL ADDRESS: Michael Joseph PA@gmail.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.)
Please see attached resume.

8:58 PM 6-SEP-15
RECEIVED

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: Please see attached resume.

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: Please see attached resume.)

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:

Please see attached resume.

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:

Please see attached resume.

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: 9-9-15 APPLICANT'S SIGNATURE: [Signature]

LIAISON: _____ APPOINTMENT DATE: _____

Michael Joseph, Esq.

4770 Biscayne Blvd. Suite 640 Miami, FL 33137
Direct # (786) 897-3773 MichaelJosephPA@gmail.com

EDUCATION

Saint Thomas University, School of Law, Miami Gardens, FL

Juris Doctor

May 2010

Admitted to the Florida Bar

Admitted to the U.S. District Court, Southern District of Florida

Florida International University, College of Business, Miami, FL

Master of Business Administration

May 2010

Bachelor of Business Administration

April 2004

EXPERIENCE

Abraham A. Galbut, P.A., Miami, FL

Associate, Attorney

January 2013 – Present

Represented clients in civil rights litigation in federal and state court, as well as in complex local and federal relations involving municipal zoning, code compliance, and comprehensive land use planning. Practice also includes representing indigent individuals and non-profits before county and municipal boards throughout South Florida.

Mike Joseph, P.A., Miami, FL

Solo Practitioner, General Counsel

November 2010 – January 2013

Represented low-income clients in the areas of immigration, family, and criminal law. Attended criminal pre-trials, sentencing, and parole violation hearings for misdemeanor cases. Litigated administrative law cases, including attending pre-trial motions and negotiating in settlement conferences.

United States Department of Homeland Security (DHS), Miami, FL

Special Assistant, Office of the Chief Counsel

October 2008 – August 2010

Researched legal issues and drafted administrative appeal briefs to be submitted to the U.S. Board of Immigration Appeals. Provided the Deputy Regional Counsel with analytical and administrative support in planning and coordinating a variety of security-sensitive activities and collaborative efforts between various federal agencies.

United States Citizenship and Immigration Services (USCIS), Miami, FL

Adjudications Intern, Application Division

October 2002 – October 2008

Assisted District Adjudication Officers in drafting approval or denial recommendations for immigration benefits applied by either an applicant or a petitioner. Worked primarily with applications and petitions which require no personal interview and can be completed by a review of the application and its supporting documentation. Assisted Fraud Detection and National Security Officers in conducting interviews and investigations regarding potential fraud by preparing reports based on analyses that articulate fraudulent background check findings.

SKILLS AND INTERESTS

Fluent in French Creole; proficient in conversational French and Spanish.
Proficient in LexisNexis, Westlaw, Microsoft Word, and PowerPoint.

AWARDS & OTHER INVOLVEMENTS

Miami-Dade County Small Business Advisory Board (*Vice Chairman*).
City of Miami Hadley Park Homeowners Association (*General Counsel*).
Thurgood Marshall Fellowship (*Fellow*).
City of Miami Bayfront Park Management Trust (*Board Member 2011*).
Saint Thomas University School of Law Deans List (*2008-2009*).
United States Citizenship and Immigration Services Special Act Award (*2007*).



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www.citynmb.com

MEMORANDUM

 **Print**

TO: Mayor and City Council
FROM: Pamela L. Latimore, City Clerk
VIA:
DATE: Monday, September 21, 2015

RE: Appointing Vladimir Bugera to the Redevelopment Advisory Board(Pamela L. Latimore, City Clerk)

BACKGROUND ANALYSIS: Councilwoman Smith has nominated Mr. Bugera as her appointment to the RAB.

RECOMMENDATION:

**FISCAL/BUDGETARY
IMPACT:**

ATTACHMENTS:

- ▢ [Application Vladimir Bugera Redevelopment Advisory Board](#)



City of North Miami Beach, Florida

APPLICATION FOR REDEVELOPMENT ADVISORY BOARD

THE CITY OF NORTH MIAMI BEACH ESTABLISHED A REDEVELOPMENT ADVISORY BOARD TO ASSIST THEM ON ECONOMIC AND REDEVELOPMENT ISSUES.

ORDINANCE 2009-28 STATES ALL MEMBERS OF THE REDEVELOPMENT ADVISORY BOARD MUST BE A RESIDENT, PROPERTY OWNER, OR BUSINESS OWNER OF NORTH MIAMI BEACH. MEMBERSHIP OF THE BOARD MUST HAVE A FINANCE, REAL ESTATE, RETAIL BUSINESS, OR URBAN DESIGN BACKGROUND.

(PLEASE PRINT CLEARLY)

1. NAME: VLADIMIR BUGERA
2. HOME ADDRESS: 2158 NE 168th STREET
CITY: North Miami Beach STATE: FL ZIP: 33162
3. BUSINESS NAME: Expert Center LLC
BUSINESS ADDRESS: 1990 NE 163rd STREET
CITY: North Miami Beach STATE: FL ZIP: 33162
4. CONTACT NO: (HOME) (305) 9044490 (BUSINESS) (305) 6772167
CELL: (305) 9044490 EMAIL ADDRESS: VLADIMIR@BUGERA.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 2 yr WORK 1 yr
6. HAVE YOU EVER BEEN CONVICTED OF A FELONY? YES _____ NO ~~YES~~
7. HIGHEST LEVEL OF EDUCATION AND OCCUPATION:
Doctor of Philosophy

RECEIVED
15 AUG 28 PM 4:00
CINM CITY CLERK'S OFFICE
11:56am

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

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

PRESENT STATUS: Expert Center LLC, Keller Williams
2004 to 2015 American Express
2000 to 2004 University of Florida
_____ to _____

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

NO

11. PLEASE STATE YOUR REASON FOR INTEREST IN THE REDEVELOPMENT ADVISORY BOARD:

I am interested in serving on the board
because I want to contribute to the
community of North Miami Beach by
applying my quantitative knowledge of Data Analysis
and deep expertise in real estate development.

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

Doctor of Philosophy in Quantitative Finance
Broker Associate with Keller Williams Realty.

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: 8/29/2015 APPLICANT'S SIGNATURE: [Signature]

APPOINTMENT DATE: _____ BY _____



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

MEMORANDUM

 **Print**

TO: Mayor and City Council
FROM: Pamela L. Latimore, City Clerk
VIA:
DATE: Monday, September 21, 2015

RE: Regular Meeting Minutes of July 21, 2015 (Pamela L. Latimore, City Clerk)

BACKGROUND ANALYSIS:

RECOMMENDATION: Approval

**FISCAL/BUDGETARY
IMPACT:** None

ATTACHMENTS:

 [Regular Meeting Minutes July 21, 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 21st, 2015

7:30 PM

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

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

REGULAR MEETING MINUTES

ROLL CALL OF THE CITY OFFICIALS

The meeting was called to order at 7:46 p.m. Present at the meeting were Mayor George Vallejo, Vice Mayor Anthony F. DeFillipo, Council Members Barbara Kramer, Marlen Martell, Frantz Pierre, Phyllis S. Smith, and Beth E. Spiegel. Also present were City Manager Ana M. Garcia, City Attorney Jose Smith, and City Clerk Pamela L. Latimore.

INVOCATION by City Clerk Pamela L. Latimore

PLEDGE OF ALLEGIANCE was led by Mayor and Council.

REQUESTS FOR WITHDRAWALS, DEFERMENTS AND ADDITIONS TO AGENDA

Resolution 2015-51 was pulled for discussion by Councilwoman Spiegel and Ordinance 2015-13 and Ordinance 2015-14. Will be moved to the beginning of the Legislation Agenda per Mayor Vallejo with a consensus of Council.

PRESENTATIONS/DISCUSSIONS

Mayor Vallejo announced a proclamation recognizing July as Park and Recreation Month.

City Manager Garcia introduced the representative from Atkins Consulting Group who presented the Council with a presentation on the Parks and Recreation Master Plan.

Kristin Caborn a representative from Atkins gave the presentation and answered question from the council afterwards.

Mayor Vallejo asked a moment of silence to remember the victims of the tragedy that occurred in Tennessee.

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. Livins Jean - 280 East Drive, North Miami Beach, FL
2. Muriel Kemp - 1479 NE 178th Street, North Miami Beach, FL
3. Rolland Veilleux - 13730 Highland Drive, North Miami Beach, FL
4. Richard Reiss – 23 NW 169th Street North Miami Beach, FL
5. Robert Taylor - 1951 NE 157th Terrace, FL
6. Mubarak Kazan - 15564 NE 12th Avenue, North Miami Beach, FL

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

APPOINTMENTS

Appointing Frances Ricca to Beautification Committee (Councilwoman Kramer)

Motion to approve the appointment of Frances Ricca made by Councilwoman Kramer, seconded by Councilwoman DeFillipo. **MOTION PASSED 7-0**

CONSENT AGENDA

Resolution No. R2015-63 (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 NEGOTIATE AN AGREEMENT WITH UNITED HEALTHCARE PURSUANT TO REQUEST FOR PROPOSALS NO. 2015-06, SINGLE SOURCE FULLY INSURED GROUP HEALTH, WELFARE AND AN EMPLOYEE ASSISTANCE PROGRAM PLAN.

Resolution No. R2015-64 (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 AGREEMENTS WITH ASHBRIIT, INC., AS THE PRIMARY VENDOR, AND BERGERON EMERGENCY SERVICES, INC., AS THE SECONDARY VENDOR, TO PROVIDE DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES PURSUANT TO REQUEST FOR PROPOSALS NO. 2015-08.

Motion to approve the Consent Agenda made by Councilwoman Smith, seconded by Councilman Pierre. **MOTION PASSED 7-0**

CITY MANAGER'S REPORT

City Manager Garcia proposed making the next Council Meeting strictly a budget work session. Chief of Police J. Scott Dennis updated Council on communications practices with regards to the police department.

Councilwoman Spiegel asked Direction from the City Attorney as to how the Charter speaks concerning the proposed moving of September meetings from the First and Third Tuesday.

CITY ATTORNEY'S REPORT

City Attorney Smith updated Council on the litigation list.

Litigation List

As of July 21, 2015

MAYOR'S DISCUSSION: There was no discussion.

BUSINESS TAX RECEIPTS: There were none.

DISCUSSION ITEMS: There were none.

MISCELLANEOUS ITEMS: There were none.

LEGISLATION:

Ordinance No. 2015-13 (First Reading by Title Only) (Richard Lorber, Asst. City Manager)

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA ADOPTING AMENDMENTS TO ITS COMPREHENSIVE PLAN, THE FUTURE LAND USE MAP AND TEXT CHANGES TO THE FUTURE LAND USE ELEMENT; AMENDING POLICY 1.8.2 OPEN WATER AND TRANSPORTATION CORRIDORS; AMENDING THE FUTURE LAND USE MAP TO CHANGE THE FUTURE LAND USE DESIGNATION OF CERTAIN PROPERTY AND APPLY THE AMENDED OPEN WATER AND TRANSPORTATION CORRIDORS DESIGNATION TO THOSE CERTAIN PROPERTIES (AS PROVIDED FOR IN THE ATTACHED EXHIBIT "A"); PROVIDING FOR CERTIFIED COPIES OF THIS ORDINANCE AND COMPREHENSIVE PLAN TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY AND ALL OTHER UNITS OF LOCAL GOVERNMENT OR GOVERNMENTAL AGENCIES AS REQUIRED UNDER CHAPTER 163, PART II, FLORIDA STATUTES; PROVIDING FOR ADOPTION PURSUANT TO SECTION 163.3184, FLORIDA STATUTES; PROVIDING FOR INCLUSION IN THE CITY OF NORTH MIAMI BEACH COMPREHENSIVE PLAN; PROVIDING FOR REPEAL OF CONFLICTS; SEVERABILITY; AND FOR AN EFFECTIVE DATE.

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

1. Richard Reiss – 23 NW 169th Street North Miami Beach, FL
2. Fortuna Smukler-3207 NE 168th Street North Miami Beach, FL
3. Maribel Alonza-2841 NE 163rd Street North Miami Beach, FL
4. Richard Paez-16570 NE 26th Avenue North Miami Beach, FL
5. Robert Taylor-1951 NE 157th Terrace North Miami Beach, FL

Mayor Vallejo closed the **PUBLIC HEARING**.

Motion to approve Ordinance 2015-13 was made by Vice Mayor DeFillipo, seconded by Councilwoman Martell.

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

Ordinance No. 2015-14 First Reading by Title Only (Richard Lorber, Asst. City Manager)

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA AMENDING THE ZONING AND LAND DEVELOPMENT CODE OF THE NORTH MIAMI BEACH CODE OF ORDINANCES, BY AMENDING CHAPTER XXIV “NORTH MIAMI BEACH ZONING AND LAND DEVELOPMENT CODE” ARTICLE V “ZONING USE DISTRICTS” TO ADD SECTION 24-59 “CONSERVATION ZONING DISTRICT” CREATING A CONSERVATION ZONING DISTRICT; AMENDING THE OFFICIAL ZONING MAP, REFERENCED IN SECTION 24-31 OF THE NORTH MIAMI BEACH CODE OF ORDINANCES, TO ZONE CERTAIN PROPERTY AND APPLY THE CONSERVATION ZONING DISTRICT DESIGNATION TO THOSE CERTAIN PROPERTIES (AS PROVIDED FOR IN THE ATTACHED EXHIBIT “A”); PROVIDING FOR THE REPEAL OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH; PROVIDING FOR SEVERABILITY; CODIFICATION; AND FOR AN EFFECTIVE DATE.

Motion to approve Ordinance 2015-14 was made by Councilwoman Spiegel, seconded by Vice Mayor DeFillipo.

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

1. Richard Reiss – 23 NW 169th Street North Miami Beach, FL
2. Mubarak Kazan - 15564 NE 12th Avenue, North Miami Beach, FL
3. Eric Isicoff- 3206 NE 168th Street North Miami Beach, FL
4. Tammy Isicoff- 3206 NE 168th Street North Miami Beach, FL
5. Fortuna Smukler-3207 NE 168th Street North Miami Beach, FL
6. Robert Taylor-1951 NE 157th Terrace 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**

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, SUN-SETTING THE CHARTER REVIEW COMMITTEE CREATED BY RESOLUTION R2008-10; CREATING A NEW AD HOC CHARTER REVIEW COMMITTEE; PRESCRIBING ITS DUTIES, AND PROVIDING FOR APPOINTMENTS AND THE TERMS OF OFFICE FOR THE MEMBERS OF THE NEW AD HOC CHARTER REVIEW COMMITTEE.

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

1. Muriel Kemp- 1479 NE 178th Street, North Miami Beach, FL
2. Richard Reiss – 23 NW 169th Street North Miami Beach, FL
3. Mubarak Kazan - 15564 NE 12th Avenue, North Miami Beach, FL

Mayor Vallejo closed the **PUBLIC HEARING**.

Vice Mayor DeFillipo exits dais at 9:58 p.m. and quorum is lost, Mayor Vallejo called for a recess
Quorum was restored and the meeting resumed at 10:12 p.m.

Motion to amend Resolution 2015-51 by eliminating the sixth whereas clause made by Councilwoman Spiegel, seconded by Councilwoman Kramer. **MOTION PASSED 7-0**

Motion to amend Resolution 2015-51 by adding a provision to create alternate members for the committee made by Councilwoman Spiegel, seconded by Councilwoman Martell. **MOTION FAILED 7-0**

Motion to amend Resolution 2015-51 by adding a provision to replace members who have two or more consecutive unexcused absences made by Councilwoman Martell, seconded by Vice Mayor DeFillipo. **MOTION PASSED 7-0**

Motion to approve Resolution 2015-51 as amended made by Councilwoman Martell, seconded by Vice Mayor DeFillipo. **MOTION PASSED 7-0**

Resolution No. R2015-59 (Esmond Scott, Director of Public Works, Brian K. O'Connor, Chief Procurement Officer)

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO NEGOTIATE A CONTRACT WITH WASTE MANAGEMENT INC. OF FLORIDA, THE FIRST-RANKED FIRM, AND IF SAID NEGOTIATIONS ARE UNSUCCESSFUL, WITH WASTE PRO OF FLORIDA, INC., THE SECONDRANKED FIRM, FOR SOLID WASTE COLLECTION AND RECYCLING SERVICES FOR THE CITY OF NORTH MIAMI BEACH.

Public Works Director Esmond Scott delivered a presentation giving Council background on the solid waste issue. Finance Director Barbara Trinka presented Council with a financial analysis of current operations and the proposals submitted. City Manager Garcia spoke in support of the resolution and City Attorney Smith read details of the proposed contract into the record.

The item was bought back to Council for discussion.

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

1. Richard Reiss – 23 NW 169th Street North Miami Beach, FL
2. Fidelis Lawrenson- Hallandale Beach FL.
3. James Wicket 13501 SW 3rd Court Davie, FL
4. Muriel Kemp - 1479 NE 178th Street, North Miami Beach, FL

5. Levingston Richie - 5901 NW 19th Street. Lauderhill, FL
6. Mubarak Kazan - 15564 NE 12th Avenue, North Miami Beach, FL

Mayor Vallejo closed the **PUBLIC HEARING**.

Motion to approve Resolution 2015-59 as amended made by Vice Mayor DeFillipo, seconded by Councilwoman Martell. **MOTION PASSED** 5-2 with Councilwoman Smith and Councilman Pierre dissenting.

Amendments added to the Resolution.

Motion to approve extending the meeting past 12:00 a.m. made by Councilwoman Kramer, seconded by Vice Mayor DeFillipo Councilman Pierre.

Ordinance No. 2015-12, Second and Final Reading (Esmond Scott, Director of Public Works and Brian O'Connor, Chief Procurement Officer)

AN ORDINANCE OF THE CITY OF NORTH MIAMI BEACH, FLORIDA AMENDING CHAPTER XVIII, CODE OF ORDINANCES ENTITLED "SOLID WASTE MANAGEMENT" BY AMENDING SECTION 18-1 "DEFINITIONS" TO CLARIFY THE DEFINITION OF GARBAGE; CREATING SECTION 18-18 "CITY AS THE EXCLUSIVE PROVIDER OF SOLID WASTE COLLECTION; PENALTIES"; AND AMENDING SECTION 18-19 "PRIVATE CONSTRUCTION AND DEMOLITION DEBRIS CONTAINER SERVICE HAULING, COMMERCIAL WASTE CONTRACTORS TRASH AND/OR GARBAGE COLLECTION, AUTHORIZED; LIMITATIONS, BUSINESS TAX RECEIPT REQUIRED; SUPERVISORY CONTROL; SUSPENSION, REVOCATION, FEE" TO REMOVE REFERENCES TO COMMERCIAL TRASH AND GARBAGE COLLECTION AND TO PROVIDE FOR PENALTIES FOR VIOLATIONS; PROVIDING FOR SEVERABILITY, REPEALER, CODIFICATION, AND AN EFFECTIVE DATE.

Motion to approve Ordinance 2015-12 made by Vice Mayor DeFillipo, seconded by Councilman Pierre.

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

1. Mubarak Kazan - 15564 NE 12th Avenue, North Miami Beach, FL
2. Richard Reiss – 23 NW 169th Street North Miami Beach, FL

Mayor Vallejo closed the **PUBLIC HEARING**.

The item was bought back to Council for discussion.

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

Resolution No. R2015-65 (Richard Lorber, Asst City Manager)

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, GRANTING CONDITIONAL USE APPROVAL IN ACCORDANCE WITH SECTION 24-52(C) OF THE NORTH MIAMI BEACH CODE OF ORDINANCES FOR THE OPERATION OF A PROPOSED NON-RESIDENTIAL DRUG AND ALCOHOL REHABILITATION SERVICE IN AN EXISTING OFFICE BUILDING, ON PROPERTY LEGALLY DESCRIBED AS:

Lots 9 through 20, both included, in block 12 of Oleta Terrace, according to the plat Thereof, as recorded in plat book 8, at page 117, of the public records of Miami-Dade County, Florida, A/K/A 152 NW 168 Street, North Miami Beach, Florida.

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 residents, Richard Reiss, and Mubarak Kazan about the item.

City Clerk Latimore swore in the speakers.

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

1. Jennifer Crystal-2121 Harbor Way Aventura, FL
2. Richard Reiss – 23 NW 169th Street North Miami Beach, FL
3. Muriel Kemp- 1479 NE 178th Street, North Miami Beach, FL
4. Mubarak Kazan - 15564 NE 12th Avenue, North Miami Beach, FL
5. Roland Faith (applicant) 16401 NE 32nd Avenue North Miami Beach, FL
6. Adam Adler (Owner of Business)- 419 Poinciana Drive Hallandale Beach, FL
7. Gary Nesbitt (Attorney for applicant)- 858 Harrison Street Hollywood, FL

Mayor Vallejo closed the **PUBLIC HEARING**.

Motion to approve Resolution 2015-65 as amended made by Vice Mayor DeFillipo, seconded by Councilwoman Martell.

All amendments and additional contract additions are incorporated in the Resolution and Executed contract.

ROLL CALL VOTE: DeFillipo - **Yes**, Kramer - **Yes**, Martell - **Yes**, Pierre –**Yes**, Smith - **Yes**, Spiegel- **Yes**, Vallejo – **Yes**. **MOTION PASSED 6-1** with Councilman Pierre dissenting

Resolution No. R2015-66 (Barbara Trinko, Finance Director)

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, DETERMINING THE PROPOSED MILLAGE RATE FOR FISCAL YEAR 2015-16, THE CALCULATED "ROLLED-BACK" RATE, AND THE DATE, TIME AND PLACE FOR THE FIRST AND SECOND PUBLIC BUDGET HEARINGS AS REQUIRED BY LAW; DIRECTING THE CITY CLERK AND CITY MANAGER TO FILE THIS RESOLUTION WITH THE PROPERTY APPRAISER OF MIAMI-DADE COUNTY PURSUANT TO THE REQUIREMENTS

OF SECTION 200.065, FLORIDA STATUTES, AND THE RULES AND REGULATIONS OF THE DEPARTMENT OF REVENUE FOR THE STATE OF FLORIDA.

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

1. Mubarak Kazan - 15564 NE 12th Avenue, North Miami Beach, FL

Mayor Vallejo closed the **PUBLIC HEARING**.

Motion to approve Resolution 2015-66 made by Councilman Pierre, seconded by Councilwoman Kramer.
MOTION PASSED 7-0

CITY COUNCIL REPORTS

Vice Mayor DeFillipo assured residents Council was working very hard for the City. He said that actions and initiatives taken by the City today would pay off in the coming years.

Councilwoman Kramer wished residents a good night

Councilwoman Martell thanked all of the persons who have been appointed to the Education Committee and encouraged residents to apply for membership to the Planning and Zoning committee.

Councilman Pierre expressed his enthusiasm for the Parks Master Plan. He expressed confidence in the manager and staff to negotiate with Waste Management. He encouraged residents to visit the library. He urged safety and precaution in summer recreation activities.

Councilwoman Smith expressed satisfaction in not having to raise millage rates despite economic challenges faced in other cities. She informed residents about the health awareness events taking place at Jackson North hospital during the summer.

Councilwoman Spiegel reminded residents about recycle pick up. She thanked the outgoing Assistant Director of Parks and Recreation Glenn Finney for his service and wished him well.

Mayor Vallejo took the motion to adjourn

Next Council Meeting Date: August 4, 2015

ADJOURNMENT

There being no further business to come before the City Council, the meeting was adjourned at 1:25 a.m.

ATTEST:

(SEAL)

Pamela L. Latimore, CMC



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

MEMORANDUM

 **Print**

TO: Mayor and City Council
FROM: Pamela L. Latimore, City Clerk
VIA:
DATE: Monday, September 21, 2015

RE: Regular Meeting Minutes of August 4, 2015 (Pamela L. Latimore, City Clerk)

BACKGROUND ANALYSIS:

RECOMMENDATION: Approval

**FISCAL/BUDGETARY
IMPACT:** None

ATTACHMENTS:

-  [Regular Meeting Minutes August 4, 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, August 4, 2015
7:30 PM

Mayor George Vallejo
Vice Mayor Anthony 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

REGULAR MEETING MINUTES

ROLL CALL OF THE CITY OFFICIALS

The meeting was called to order at 7:49pm. 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, City Attorney Jose Smith, and City Clerk Pamela L. Latimore.

INVOCATION by Pamela L. Latimore, City Clerk.

PLEDGE OF ALLEGIANCE was led by Mayor and Council.

REQUESTS FOR WITHDRAWALS, DEFERMENTS AND ADDITIONS TO AGENDA

Resolution 2015-67 (Item 8.1) was pulled from the Consent Agenda due to a request by Councilwoman Martell and the item was moved to the Legislation section of the agenda.

Mayor Vallejo moved the Public Comment section until after Legislation.

PRESENTATIONS/DISCUSSIONS

Mayor Vallejo recognized State Representative Daphne Campbell in the audience.

APPOINTMENTS

Appointing Jocelyn Alvarez to Recreation Committee (Pamela L. Latimore, City Clerk)

Motion to approve the appointment of Jocelyn Alvarez made by Councilman DeFillipo, seconded by Councilwoman Kramer. **MOTION PASSED 7-0.**

Appointing Treynese Briggs to Recreation Committee (Pamela Latimore, City Clerk)

Motion to approve the appointment of Treynese Briggs made by Councilman DeFillipo, seconded by Councilwoman Martell. **MOTION PASSED 7-0.**

Appointing Lorenzo Hall to Recreation Committee (Pamela L. Latimore, City Clerk)

Motion to approve the appointment of Lorenzo Hall made by Councilman DeFillipo, seconded by Councilwoman Martell. **MOTION PASSED 7-0**

Appointing Roland Veilleux to Recreation Committee (Pamela L. Latimore, City Clerk)

Motion to approve the appointment of Roland Veilleux made by Councilman DeFillipo, seconded by Councilman Pierre. **MOTION PASSED 7-0.**

CONSENT AGENDA

Resolution No. R2015-67 (Councilman Frantz Pierre)

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, CONDEMNING THE DOMINICAN REPUBLIC'S DENATIONALIZATION OF DOMINICANS OF HAITIAN DESCENT AND IMPENDING MASS DEPORTATION; URGING THE DOMINICAN REPUBLIC TO COMPLY WITH INTERNATIONAL HUMAN RIGHTS LAW, RESTORE THE RIGHTS OF AFFECTED DOMINICANS, AND HALT ALL IMPENDING DEPORTATIONS; AND URGING THE UNITED STATES GOVERNMENT TO ENCOURAGE THE DOMINICAN REPUBLIC TO COMPLY.

Resolution R2015-67 was pulled from the Consent Agenda and moved to Legislation, requested by Councilwoman Martell.

Resolution R2015-68 (Carlos Rivero, City Planner)

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, ADOPTING THE 2015 MIAMI-DADE COUNTY LOCAL MITIGATION STRATEGY; AUTHORIZING THE CITY MANAGER TO IDENTIFY AND PRIORITIZE HAZARD MITIGATION GRANT PROGRAM PROJECTS TO BECOME A PART OF THE LOCAL AND STATEWIDE HAZARD MITIGATION STRATEGY.

Resolution No. R2015-69 (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 ENTER INTO AN AGREEMENT WITH UNITEDHEALTHCARE PURSUANT TO REQUEST FOR PROPOSALS NO. 2015-06 SINGLE SOURCE FULLY INSURED GROUP HEALTH, WELFARE AND EMPLOYEE ASSISTANCE PPROGRAM (EAP) PLAN.

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

CITY MANAGER'S REPORT

Nothing to report.

CITY ATTORNEY'S REPORT

Nothing to report.

MAYOR'S DISCUSSION

No discussion.

MISCELLANEOUS ITEMS

No miscellaneous items.

BUSINESS TAX RECEIPTS

No business tax receipts.

DISCUSSION ITEMS

No discussion items.

LEGISLATION

Resolution No. R2015-67 (Councilman Frantz Pierre)

(pulled from Consent Agenda)

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, CONDEMNING THE DOMINICAN REPUBLIC'S DENATIONALIZATION OF DOMINICANS OF HAITIAN DESCENT AND IMPENDING MASS DEPORTATION; URGING THE DOMINICAN REPUBLIC TO COMPLY WITH INTERNATIONAL HUMAN RIGHTS LAW, RESTORE THE RIGHTS OF AFFECTED DOMINICANS, AND HALT ALL IMPENDING DEPORTATIONS; AND URGING THE UNITED STATES GOVERNMENT TO ENCOURAGE THE DOMINICAN REPUBLIC TO COMPLY.

Motion to adopt Resolution 2015-67 made by Councilman Pierre, seconded by Councilwoman Smith.

Deputy City Attorney Dotie Joseph explained what the resolution is about based upon the initial request of Councilman Pierre. Councilman Pierre mentioned that other local municipalities (cities) have adopted similar views. Councilwoman Martell explained that the reason why she wanted the item pulled from the Consent Agenda was due to several residents contacting her directly asking for more information on the subject. Deputy City Attorney Dotie Joseph provided additional detailed information.

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

1. Daphne Campbell – State Representative
2. Regine Stewart – R Corcon Enterprises
3. Pedro Cassant – Haitian Lawyers Association
4. Marlene Bastien – FANM, Inc.
5. Jean LaFortune – Haitian American Grassroots Coalition
6. Farrah Larrieux – Haitian American Professionals Coalition

Mayor Vallejo closed the **PUBLIC COMMENT**.

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

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. Vaughn Norette – P.O. Box 611354, North Miami, FL.
2. Gary Glaze – 700 South Royal Poinciana Blvd., Miami Springs, FL.
3. Janice Coakley – P.O. Box 600951, North Miami Beach, FL.
4. Hupert Rose – 415 NW 192 St., Miami Gardens, FL.
5. Livingston Ritchie - 5901 NW 19 St., Lauderhill, FL.
6. Emanuel Solomon – 2234 NW 99 Ter., Miami, FL.
7. Saundra Douglas – 1523 NE 152 St., Miami, FL.
8. Mubarak Kazan – 15564 NE 12 Ave., North Miami Beach, FL.
9. Marilyn Baumohl – 18635 NE 20 Ct., North Miami Beach, FL.
10. Deborah Hayden – P.O. Box 610942, North Miami Beach, FL.
11. George Miller – 15320 NW 33 Ave., Miami Gardens, FL.
12. Elizabeth Judd – 15000 South River Dr., Miami, FL.
13. Joe Simmons Jr. – 99 N.W. 183 St., Miami, FL.
14. Muriel Kemp – 1479 NE 178 St., North Miami Beach, FL.

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

Mayor Vallejo took a point of privilege to explain a photo that was circulated by Mr. Glaze and referenced by Councilman Pierre in a prior meeting.

CITY COUNCIL REPORTS

Vice Mayor DeFillipo said good night.

Councilwoman Kramer said it's not always easy for the council to please the residents and employees when dealing with budget restrictions at the same time. She hopes that residents attend meetings in order to be educated and informed about important issues facing the city.

Councilwoman Martell expressed that working with factual information is necessary to being a successful councilperson and she has a responsibility to provide residents with facts.

Councilman Pierre told residents to take safety precautions when traveling. He stated that members of government have to do what is best for the majority and still work together despite misunderstandings.

Councilwoman Smith announced the upcoming 100th birthday of Washington Park resident Nancy Williams. She discussed her visit to the Jackson Memorial Health Fair and mentioned the swimming pool safety program.

Councilwoman Spiegel mentioned the upcoming book bag giveaway event and reminded residents about the importance of recycling for future generations and to prepare their bins for collection.

Mayor Vallejo advised that he will continue to make the right decisions for the city and emphasized the value of having facts.

Councilwoman Kramer left the meeting at 9:41pm.

NEXT REGULAR CITY COUNCIL MEETING is Tuesday, August 18, 2015.

ADJOURNMENT

There being no further business to come before the City Council, the meeting was adjourned at 9:45pm.

ATTEST:

(SEAL)

Pamela L. Latimore, CMC



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

MEMORANDUM

 **Print**

TO: Mayor and City Council

FROM: Ana M. Garcia, City Manager

VIA: Esmond Scott, Director of Public Works
Brian K. O'Connor, Chief Procurement Officer

DATE: Monday, September 21, 2015

RE: Resolution R2015-83 (Esmond Scott, Director of Public Works
and Brian K. O'Connor, Chief Procurement Officer)

BACKGROUND ANALYSIS:

The City has provided transit services to the community for several years. Until recently, these services have never been reviewed or assessed. We have now embarked on a full and comprehensive assessment of our transit service with the aim of enhancing its accessibility to residents as well as improving efficiency, amenities, and aesthetics. This resolution is the first step in professionalizing the transit system and enhancing our transit service.

The City of North Miami Beach has two distinct transit services to the community. One of the services is a fixed-route shuttle service, the NMB Line, and the other transit service is an on-demand service, or door-to-door service, that transports riders to destinations that include supermarkets, pharmacies, the NMB library and doctors' appointments. While ridership data is imperfect, the NMB Line has about 10,000 riders a year and the on-demand service has about 3,000 riders per year. These counts represent rides and do not represent separate individuals as one individual is likely to use the transit system multiple times during a year. We also do not have data to determine how many residents are utilizing the services.

These services are funded by the half penny transportation sales tax that is administered by the Citizens' Independent Transportation Trust (CITT). We have recently learned that the

CITT does not allow surtax funds to be used for the door to door service. As a result of this restriction, the City began to review its entire transportation program with a focus on enhancing the overall service, improving the professional standards and ensuring compliance with the CITT guidelines.

Over the past several months, the Public Works Department conducted substantial research on municipal transit operations. The research included on-site visits, discussions with CITT staff, and consultations with many of the County's municipal transit managers. Staff was able to determine that because of the limited use of the door to door service, and the considerable cost, only one other city in Miami-Dade County provides door to door service. The review also indicated that over half of the County's municipalities currently offering a fixed route transit service utilize a transportation contractor.

By utilizing an outside transportation contractor, the City is able to provide transportation services that are more flexible, responsive, and more efficient. By partnering with an outside company, and following the practices of other cities in Miami-Dade County, we have been able to more than double the hours of the fixed route service, and increase the operations from five days a week to six days. The additional benefits to the City include access to industry expertise, professional operators, and a reduced liability in the provision of transportation services for the City.

Through our research, Limousines of South Florida (LSF) was found to have a contract with the City of Doral that fits our operational profile well. In this agreement, LSF provides bus operation, maintenance, fueling, and part of the customer service function. LSF is a respected transportation contractor with extensive experience in Miami-Dade County municipal transit operations. Fourteen municipalities are currently being provided circulator shuttle service by LSF, including 7 of the "Top 10" in annual ridership. Retaining the services of LSF will allow the City to improve services in a seamless manner, more than doubling the weekly hours of service while operating the City-owned shuttle vehicles.

Additionally, we presently have a transportation study underway to provide us with an analysis of our routes, ridership and hours of operations. With the study completed next fiscal year we will have the information to further enhance our routes and add to the overall transit service offered to the residents.

RECOMMENDATION:

It is the staff's recommendation that the City Council authorize the City Manager or her designee(s) to enter into a contract with Limousines of South Florida utilizing the City of Doral's contract number RFP#2014-09 to provide transit services to North Miami Beach. This request is in accordance with the City Code Section 3-4.3 Use of other Government Entities' Contract.

**FISCAL/BUDGETARY
IMPACT:**

The cost of providing 72 hours per week via the contractor is approximately \$9,000 higher than the total current cost of both routes (\$219,000 as compared to \$210,000). However, the hours

of weekly service for the NMB Line is more than double the service hours currently provided. This increase also includes an additional five days of service throughout the year due to the lower number of holidays impacting the service (six holidays versus the current 11).

ATTACHMENTS:

- ▣ [Resolution R2015-83](#)
- ▣ [Exhibit A to Resolution R2015-83](#)
- ▣ [Doral RFP](#)

RESOLUTION NO. R2015-83

**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 LIMOUSINES OF SOUTH FLORIDA,
INC. FOR THE MAINTENANCE AND OPERATION OF
THE CITY OF NORTH MIAMI BEACH NMBLINE BUS
TRANSPORTATION SERVICES.**

WHEREAS, the City of North Miami Beach ("City") desires to improve the level of service and utilization of its transportation services; and

WHEREAS, the City of Doral competitively bid and negotiated for maintenance and operation of the trolley circulator system in RFP No. 2014-09 *City of Doral Maintenance & Operation Services for the Doral Trolley Circulator System* (incorporated by reference); and

WHEREAS, the City is seeking the same services and believes it is in the best interests of the City to “piggy-back” on the City of Doral’s competitively bid and negotiated agreement for the same services; and

WHEREAS, the City Council of North Miami Beach authorizes the City Manager to execute an Agreement (Exhibit “A”) between the City of North Miami Beach and Limousines of South Florida, Inc., for the maintenance and operation of the North Miami Beach NMBLINE bus transportation services.

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 to execute the Agreement, in a form acceptable to the City

Attorney, between the City and Limousines of South Florida, Inc., 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 **21st day of September, 2015.**

[ENDORSEMENTS ON NEXT PAGE]

ATTEST:

PAMELA L. LATIMORE
CITY CLERK

(CITY SEAL)

GEORGE VALLEJO
MAYOR

APPROVED AS TO FORM:

JOSE SMITH
CITY ATTORNEY

Sponsored by: Mayor and Council



**AGREEMENT FOR NMBLINE BUS SERVICES
BETWEEN THE CITY OF NORTH MIAMI BEACH
AND LIMOUSINES OF SOUTH FLORIDA, INC. - PW-2015-079-LSF**

THIS AGREEMENT is made and entered into as of the ____ day of _____, 2015, by and between the **CITY OF NORTH MIAMI BEACH**, a political subdivision of the State of Florida, having an address at 17011 NE 19th Avenue, North Miami Beach, Florida 33162, hereinafter referred to as the "CITY", and **LIMOUSINES OF SOUTH FLORIDA, INC.**, having its principal office at 2766 NW 62nd Street, Miami, Florida 33147, hereinafter referred to as the "CONTRACTOR".

RECITALS

WHEREAS, the CITY has determined that it is in its best interest to make a cooperative purchase, utilizing contract number Request for Proposal Number 2014-09 effective October 1, 2014, titled **City of Doral Maintenance & Operation Services for the Doral Trolley Circulator System**, attached hereto as **Exhibit "A"** and made a binding part hereof by this reference, hereinafter referred to as "COOPERATIVE CONTRACT," which was competitively solicited and negotiated by the City of Doral; and

WHEREAS, the CONTRACTOR has exhibited by its response to the City of Doral solicitation that it is capable of providing the required services and agrees to provide the required services to the City of North Miami Beach; and

WHEREAS, the CITY desires to engage the CONTRACTOR for provision of work with respect to Bus Services - Citywide, as specified herein, from a source(s) of supply that will give prompt and efficient service fully compliant to the terms and conditions of this Agreement; and

WHEREAS, the CITY shall be afforded all of the rights, privileges and indemnifications afforded to the City of Doral under the Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to the CITY under this Addendum and Agreement including, without limitation, CONTRACTOR's obligation to provide insurance and certain indemnifications to the City of Doral.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and provisions contained herein, the parties do hereby agree as follows:

Additional Terms and Conditions

SECTION 1. TERM.

1.1 The term of this agreement shall begin on October 1, 2015 and continue through September 30, 2016. The CITY reserves the right to renew this Agreement for up to an additional three (3) years.

SECTION 2. NOTICE.

2.1 Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, or by nationally recognized overnight delivery service, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. Notice may also be sent by electronic means (facsimile

or email) provided such is followed by a hard copy of such notice provided in the manner set forth above. Notice is deemed given when received. For the present, CONTRACTOR and the CITY designate the following as the respective places for giving such notice:

CITY: **Procurement Management Division**
City of North Miami Beach, 3rd Floor
17011 NE 19th Avenue, Suite 315
North Miami Beach, Florida 33162
Telephone No. (305) 948-2946
Facsimile No. (305) 957-3522

City Manager's Office
City of North Miami Beach
17011 NE 19th Avenue, 4th Floor
North Miami Beach, Florida 33162
Telephone No. (305) 948-2900
Facsimile No. (305) 957-3602

Office of the City Attorney
City of North Miami Beach
17011 NE 19th Avenue, 4th Floor
North Miami Beach, Florida 33162
Telephone No. (305) 948-2939
Facsimile No. (305) 787-6004

CONTRACTOR: **Limousines of South Florida, Inc.**
Attn.: Mark Levitt
2766 N.W. 62nd Street
Miami, FL 33147
Telephone No. (954) 463-0845
Email: mlevitt@losf.us

SECTION 3. MODIFICATION.

3.1 The covenants, terms, and provisions of this Agreement may be modified only by way of a written instrument, mutually accepted by the parties hereto in writing. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

SECTION 4. FUND AVAILABILITY AND USE OF CONTRACTOR.

4.1 Services to be performed in accordance with this Agreement are subject to and contingent upon the annual appropriation of funds by the CITY. In its sole discretion, the CITY reserves the right to forego use of the CONTRACTOR for any project which may fall within the scope of services listed herein.

4.2 In the event the CITY is required to reduce contract costs due to budgetary constraints, all services specified in this document may be subject to a permanent or temporary reduction in budget. In such an event, the total cost for the affected service shall be reduced as required. The CONTRACTOR shall also be provided with a minimum 30-day notice prior to any such reduction in budget.

SECTION 5.

INDEMNIFICATION.

5.1 For other good and valuable consideration the receipt and adequacy of which is hereby acknowledged, CONTRACTOR shall indemnify, defend and hold harmless, the CITY, its officers, agents, and employees from, and against, any and all claims, actions, liabilities, losses and expenses including, but not limited to, reasonable attorneys' fees and court costs for personal, economic or bodily injury, wrongful death, loss or damage to property alleged to have arisen from the negligent acts, errors, omissions or other wrongful conduct of CONTRACTOR, agents or other personnel acting under CONTRACTOR's control in connection with CONTRACTOR's performance of services under this Agreement. CONTRACTOR shall pay such claims and losses arising from any lawsuit for such claims and losses including wrongful termination or allegations of discrimination or harassment, and shall pay all costs and attorneys' fees incurred by the CITY in defense of such claims and losses including appeals. This hold-harmless agreement and indemnification shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any operations of CONTRACTOR or any agent or employee of CONTRACTOR, regardless of whether insurance policies cover such claims.

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

CONTRACTOR

CITY OF NORTH MIAMI BEACH

By: _____
(Signature)

By: _____
Ana M. Garcia, City Manager

Name: _____
(Print)

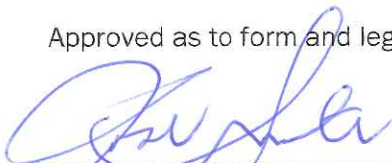
Date: _____


Title: _____

Attest: _____
Pamela Latimore, City Clerk

Date: _____

Approved as to form and legal sufficiency:



Jose Smith, City Attorney 

Attest: _____
Corporate Seal/Notary Public



City of Doral

Request for Proposal

Maintenance & Operation

Services for Doral Trolley

Circulator System

RFP # 2014-09

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City of Doral

Request for Proposal

MAINTENANCE & OPERATION SERVICES FOR DORAL TROLLEY CIRCULATOR SYSTEM

RFP # 2014-09

NOTICE: Pursuant to the City of Doral Procurement Ordinance, proposal bids for consideration to provide the services detailed in the scope of services listed below, shall be received by Joe Carollo, City Manager, City of Doral, 8401 NW 53rd Terrace, Doral, Florida 33166 until **11:00 am on March 18, 2014**. The submittals shall be clearly marked **“Maintenance & Operation Services for Doral Trolley Circulator System” RFP #2014-09**”.

All submittals shall be publicly opened and recorded on **Tuesday, March 18, 2014 at **11:00 am. Late submittals shall not be accepted or considered. A mandatory pre-bid conference shall be held on Wednesday, February 26, 2014 at 11:30 a.m. at City of Doral Government Center, Third Floor Training Room, 8401 NW 53 Terrace, Doral FL. 33166.

Proposers are to deliver **One (1) original and three (3) copies** of the submittal statements of qualifications and experience and other pertinent information for consideration, as indicated in this Request for Proposal. In addition, proposers are to deliver **two (2) CDs containing a PDF copy of all materials submitted in the bid.**

The City of Doral reserves the right to accept any bid deemed to be in the best interest of the City or to waive any informality in any submittal. The city may reject any or all bids and re-advertise.

PROPOSAL OVERVIEW

The City of Doral requests proposals for the maintenance and operation of the Doral Trolley Circulator System in accordance with the terms and conditions set forth in RFP #2014-09. The specifications are included in this RFP package. The contract shall be a firm fixed price contract. It is the intent of the City of Doral to establish a contract for providing Trolley Circulator Operation and Maintenance Services with a vendor licensed to operate in the State of Florida. All questions or comments should be directed to the following email at procurement@cityofdoral.com.

All inquiries must reference “**Maintenance and Operation Services for Doral Trolley Circulator System” RFP #2014-09**” in the subject line. No phone calls will be accepted in reference to this RFP.

Any communications regarding matters of clarification must be made in writing to the email address listed above. In the event that it become necessary to provide additional clarifying data or information that revises any part of this RFP, supplements or revisions will be made available via written addendum.

Solicitations may be found via the City of Doral website (www.cityofdoral.com) under Procurement. To obtain the solicitation interested parties must follow the link and register to be able to download the document.

The City’s schedule for this Request for Proposal is as follows:

| | |
|--------------------------------------|--|
| Mandatory Pre-bid Conference: | 11:30 AM, Wednesday, February 26, 2014 City of Doral, Government Center 8401 NW 53 Terrace, Third Floor Training Room Doral, FL 33166 For directions, please call 305-593-6725 |
| Opening of RFPs: | 11 AM, Monday, March 18, 2014 City of Doral, Government Center 8401 NW 53 Terrace, City Clerk’s Office Doral, FL 33166 For directions, please call 305-593-6725 |
| Cut- off Date for Questions: | 12 PM, Noon, Monday, March 3, 2014 |

The City reserves the right to delay or modify scheduled dates and will notify Proposers of all changes in scheduled dates.

SECTION 1.0: GENERAL CONDITIONS

1.1 DEFINITIONS

(i) We/Us/Our/City

These terms refer to the City of Doral, Florida, a duly organized public entity. They may also be used as pronouns for various subsets of the City organization including, as content will indicate.

Procurement Division

The Division responsible for handling procurement-related issues within the City.

Departments

The City Department(s) and offices for which this solicitation is prepared, which will be the end user of the goods and/or services sought.

Authorized Representative

The user Department's Contacts for interaction regarding contract administration.

(ii) You/Your

The term refers generally to the other person or entity which is a party to this agreement, or any of their subsidiaries, affiliates offices, employees, volunteers, representatives, agents or subcontractors. The term may apply differently to different classes of entities, as the context will indicate. For instance, "you" as a Proposer will have different obligations than "you" as a Successful Proposer will have upon awarding of this contract.

Proposer/Respondent/Bidder

Any business entity submitting a response to this solicitation.

Successful

Proposer/Respondent/Bidder

The Proposer whose response to this solicitation is deemed to be the most advantageous to the City. A Proposer will be approved for award by the City Council, and a contract will be executed for the provisions of the goods and/or services specified in the RFP and a Notice of Commencement will be issued.

(iii) Proposal

The written, sealed document submitted by the Proposer according to the RFP instructions. A response to this RFP shall not include any verbal interactions with the City apart from submittal of a formal written submittal.

1.2 CLARIFICATION

Questions regarding this RFP shall be directed in writing by email, to the Procurement Contact email address specified on the title page. Answers, citing the question but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders.

(i) Written Addenda

If it becomes evident that this RFP must be amended, we will issue a formal written addendum to all registered prospective Proposers via

email notification. Addendum will be uploaded to the City's Procurement webpage. If necessary, a new RFP opening date may be established by addendum.

1.3 COST OF PREPARATION

The City will not be responsible for any expenses incurred by the Proposers for the preparation of RFP related to this procurement, or for conduct of any negotiations related to potential award of the Contract.

1.4 EXAMINATION OF DOCUMENTS

The Proposer must thoroughly examine each section. If there is any doubt or obscurity as to the meaning of any part of these conditions, the Proposer may request clarification by written request to the Procurement Division. Interpretations or clarification in response to such questions will be issued in the form of a written addendum, emailed to all parties recorded by the City's Procurement Division as having received the RFP documents. No person is authorized to give oral interpretations of, or make oral changes to the RFP. The issuance of a written addendum shall be the only official method whereby such an interpretation or clarification is made.

1.5 PUBLIC RECORDS

Upon award recommendation or ten (10) days after the bid opening, whichever is earlier, any material submitted in response to this Request for Proposal will become a "Public Record" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes (Public Record Law). Proposers must claim the applicable

exemptions to disclosure provided by law in their response to the Request for Proposal by identifying materials to be protected and must state the reasons why exclusions from public disclosure is necessary and legal. The City reserves the right to make any final determination on the applicability of the Public Records Law.

1.6 WITHDRAWAL OF PROPOSAL

A Proposer may, without prejudice, withdraw, modify, or correct the Submittal after it has been deposited with the City, provided the request and any subsequent modifications and/or corrections are filed with the City in writing before the time for opening RFPs. The original Submittal as modified by such writing will be considered as the Submittal Proposal submitted by the Proposer. No oral proposal modifications will be considered.

1.7 RIGHT TO REJECT ANY AND/OR ALL PROPOSALS

The City reserves the right to reject any and/or all proposals or sections thereof, and waive any technicalities. As a matter of information, the City Council does not bind itself to accept the minimum specifications stated herein, but reserves the right to accept any Proposal, which, in the judgment of the City, will best serve the needs and interests of the City. This offering of Request for Proposal itself does not in any way constitute a contractual agreement between the City of Doral and the Proposer. However, the contents of the offered document, as well as the proposed documents may be used for details of the actual agreement between the Proposer and the City of Doral. Furthermore, the City

reserves the right to award without further discussion.

1.8 GOVERNMENTAL RESTRICTIONS

In the event that any governmental restrictions are imposed which would necessitate alteration of the performance to the services offered in this proposal prior to delivery, it shall be the responsibility of the proposer to notify the City at once. The City reserves the right to accept the alteration or cancel the Contract at no expense to the City.

1.9 SUBMISSION OF PROPOSAL

(i) Incurred Expenses

The City is not responsible for any expenses which Proposers may incur preparing and submitting proposals called for in this Request for Proposal.

(ii) Interviews

The City reserves the right to conduct personal interviews or require presentations prior to selection. The City will not be liable for any costs incurred by the Proposer in connection with such interviews/ presentations (i.e. travel, accommodations, etc.).

(iii) Request for Modifications

The City reserves the right to request that the Proposer(s) modify a proposal/bid to more fully meet the needs of the City.

(iv) Bid Acknowledgment

By submitting a proposal, the proposer certifies that he/she has

fully read and understands the proposal method and has full knowledge of the scope, nature, and quality of work to be performed.

(v) Acceptance/Rejection/Modification to Proposals

The City reserves the right to negotiate modifications to proposals that it deems acceptable, reject any and all proposals, and to waive minor irregularities in the submittals.

(vi) Proposal Submittals Binding

All proposals submitted shall be binding for three hundred sixty-five (365) calendar days following opening.

(vii) Alternate Proposals

An alternate proposal will not be considered or accepted by the City.

(viii) Economy of Preparation

Proposals should be prepared simply and economically, providing a straightforward, concise description of the Proposers ability to fulfill the requirements of the RFP.

(ix) Proprietary Information

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State and Federal Law, all Bidders should be aware that Request for Proposals/ Qualifications/ Invitation to Bid and the responses are in the public domain. However, the Proposers are required to *identify specifically* any information

contained in their Proposal which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

All proposals received from Proposers in response to this Request for Proposals will become the property of the City of Doral and will not be returned to the Proposer. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the City.

1.10 COMPLIANCE WITH ORDERS AND LAWS

Successful Proposers shall comply with all local, state, and federal directives, ordinances, rules, orders, and laws as applicable to this RFP and subsequent contracting including, but not limited to:

Executive Order 11246 (which prohibits discrimination against any employee, applicant, or client because of race, creed, color, national origin, sex, or age with regard to, but not limited to, employment practices, rate of pay or other compensation methods, and training.)

Occupational, Safety and Health Act (OSHA)

The State of Florida Statutes Section 287.133(3)(A) on Public Entity Crimes

Environment Protection Agency (EPA)

Uniform Commercial Code (Florida Statutes, Chapter 672)

American with Disabilities Act of 1990, as amended

National Institute of Occupational Safety Hazards (NIOSH)

National Forest Products Association (NFPA)

State of Florida Department of Transportation- Rule 14-90, Florida Admin. Code

U.S. Department of Transportation

City of Doral, City Ordinance No. 2004-03

Cone of Silence, City Provision Code

The State of Florida Statutes Sections 218.73 and 218.74 on Prompt Payment

Proposer or Vendor hereby recognizes and certifies that no elected official, board member, or employee of the City of Doral (the "City") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no City employee, nor any elected or appointed officer (including City Board members) of the City, nor any spouse, parent or child of such employee or elected or appointed officer of the City, may be a partner, officer, director or proprietor of Proposer or Vendor, and further, that no such City employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Vendor or Proposer. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Vendor or

Proposer. Any exception to these above described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by City. Further, Proposer or Vendor recognizes that with respect to this transaction or bid, if any Proposer or Vendor violates or is a party to a violation of the ethics ordinances or rules of the City, the provisions of Miami- Dade County Code Section 2-11.1, as applicable to City, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Proposer or Vendor may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to City. Proposer or Vendor must complete and execute the Business Entity Affidavit form. The terms "Proposer" or "Vendor," as used herein, include any person or entity making a proposal herein to City or providing goods or services to City.

Lack of knowledge by the Proposer will in no way be a cause for relief from responsibility. Non-compliance with all local, state, and federal directives, orders, and laws may be considered grounds for termination of contract(s)

Copy of City of Doral Ordinances may be obtained from the City of Doral City Clerk's Office.

1.11 CONE OF SILENCE

Notwithstanding any other provision of these specifications, the provisions of City "Cone of Silence" are applicable to this transaction. The "Cone of Silence", as used

herein, means a prohibition on any communication regarding a particular Request for Proposal (RFP), Request for Qualification (RFQ), or Invitation to Bid (ITB), between a potential vendor, service provider, proposer, bidder, lobbyist, or consultant, and the City Council, City's professional staff including, but not limited to, the City Manager and his or her staff, any member of the City's selection or evaluation committee.

The Cone of Silence shall be imposed upon each RFP, RFQ, and Bid after the advertisement of said RFP, RFQ, or Bid.

The Cone of Silence shall terminate at the beginning of the City Council meeting at which the City Manager makes his or her written recommendation to the City Council or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. However, if the City Council refers the Manager's recommendation back to the Manager or staff for further review, the Cone of Silence shall be re-imposed until the beginning of such meeting where the City Manager will make his/her recommendation to the City Council.

The Cone of Silence shall not apply to:

- (1) oral communications at pre-bid conferences;
- (2) oral presentations before selection or evaluation committees;
- (3) public presentations made to the City Council during any duly noticed public meeting;

- (4) written communications regarding a particular RFP, RFQ, or bid between a potential vendor, service provider, proposer, bidder, lobbyist or consultant and the City's Purchasing Agent or City employee designated responsible for administering the procurement process of such RFP, RFQ, or bid, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;
- (5) communications with the City Attorney and his or her staff;
- (6) duly noticed site visits to determine the competency of bidders/proposers regarding a particular bid/proposal during the time period between the opening of bids and the time the City Manager makes his or her written recommendation;
- (7) any emergency procurement of goods or services pursuant to City Code;
- (8) responses to the City's request for clarification or additional information pursuant to section 1.10 of this RFP;
- (9) contract negotiations during any duly noticed public meeting;
- (10) communications to enable City staff to seek and obtain industry comment or perform market research, provided all communications related thereto

between a potential vendor, service provider, proposer, bidder, lobbyist, or consultant and any member of the City's professional staff including, but not limited to, the City Manager and his or her staff are in writing or are made at a duly noticed public meeting.

Please contact the City Attorney for any questions concerning Cone of Silence compliance. Violation of the Cone of Silence by a particular bidder or proposer shall render any RFP award, RFQ award, or Bid award to said bidder or proposer voidable by the City Council and/or City Manager.

1.12 Florida Government in the SUNSHINE LAW

As a political subdivision, the City of Doral is subject to the Florida Sunshine Act and Public Records Law. By submitting a Proposal, Proposer acknowledges that the materials submitted with the Proposal and the results of the City of Doral evaluation are open to public inspection upon proper request. Proposer should take special note of this as it relates to proprietary information that might be included in its Bid.

1.13 CANCELLATION

In the event any of the provisions of this RFP are violated by the Awarded Proposer, the City Manager shall give written notice to the Awarded Proposer stating the deficiencies and, unless deficiencies are corrected within ten (10) days,

recommendation will be made to the City Council for immediate cancellation. The City Council of Doral, Florida reserves the right to terminate any contract resulting from this invitation at any time and for any reason, upon giving thirty (30) days prior written notice to the other party. No consideration will be given for anticipated loss of revenue on the canceled portion of the Contract.

1.14 ASSIGNMENT

The Awarded Proposer shall not assign, transfer, convey, sublet or otherwise dispose of this contract, including any or all of its right, title or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the City of Doral.

1.15 PROPERTY

Property owned by the City of Doral is the responsibility of the City of Doral. Such property furnished for repair, modification, study, etc., shall remain the property of the City of Doral. Damages to such property occurring while in the possession of the Awarded Proposer shall be the responsibility of the Awarded Proposer. Damages occurring to such property while in route to the City of Doral shall be the responsibility of the Awarded Proposer. In the event that such property is destroyed or declared a total loss, the Awarded Proposer shall be responsible for replacement value of the property at the current market value, less depreciation of the property if any.

1.16 TERMINATION FOR DEFAULT

If the Awarded Proposer defaults in its performance under this Contract and does not cure the default within 30 days after

written notice of default, the City Manager may terminate this Contract, in whole or in part, upon written notice without penalty to the City of Doral. In such event, the Awarded Proposer shall be liable for damages including the excess cost of procuring similar supplies or services: provided that if, (1) it is determined for any reason that the Awarded Proposer was not in default or (2) the Awarded Proposer's failure to perform is without his control, fault or negligence, the termination will be deemed to be a termination for the convenience of the City of Doral.

1.17 TERMINATION FOR CONVENIENCE

The City Manager may terminate the Contract, in whole or in part, upon 30 days prior written notice when it is in the best interests of the City of Doral. If the Contract is for supplies, products, equipment, or software, and so terminated for the convenience by the City of Doral, the Awarded Proposer will be compensated in accordance with an agreed upon adjustment of cost. To the extent that this Contract is for services and so terminated, the City of Doral shall be liable only for payment in accordance with the payment provisions of the Contract for those services rendered prior to termination.

1.18 CONFIDENTIALITY

As a political subdivision, the City of Doral is subject to the Florida Sunshine Act and Public Records Law. If this Contract contains a confidentiality provision, it shall have no application when disclosure is required by Florida law or upon court order.

1.19 ANTI-TRUST PROVISION

At such times, as may serve its best interest, the City of Doral reserves the right to advertise for, receive, and award additional bids for these herein items, and to make use of other competitively bid (government) contracts for the purchase of these goods and/ or services as may be available.

1.20 AUDIT RIGHTS AND RECORDS RETENTION

The Awarded Proposer agrees to provide access to the City, or any of their duly authorized representatives, to any books, documents, papers, and records of the Awarded Bidder which are directly pertinent to the contract, for the purposes of audit, examination, excerpts, and transcriptions. The Awarded Proposer shall maintain and retain any and all of the aforementioned records for three years after the expiration and/or termination of the agreement.

1.21 CAPITAL EXPENDITURES

Awarded Proposer understands that any capital expenditures that the Awarded Proposer makes, or prepares to make, in order to perform the services required by the City of Doral, is a business risk which the Awarded Proposer must assume. The City of Doral will not be obligated to reimburse amortized or unamortized capital expenditures, any other expenses, or to maintain the approved status of the Awarded Proposer. If Awarded Proposer has been unable to recoup its capital expenditures during the time it is rendering such services, it shall not have any claim upon the City of Doral.

1.22 GOVERNING LAW AND VENUE

The validity and effect of the Contract shall be governed by the laws of the State of Florida. The parties agree that any action, mediation, or arbitration arising out of this Contract shall take place in Miami-Dade County, Florida.

1.23 ATTORNEY FEES

In connection with any litigation, mediation, or arbitration arising out of this Contract, each party will pay its' attorney's fees.

1.24 NO PARTNERSHIP OR JOINT VENTURE

Nothing contained in this Contract will be deemed or construed to create a partnership or joint venture between the City of Doral and Awarded Proposer, or to create any other similar relationship between the parties.

1.25 TERMS AND CONDITIONS OF AGREEMENT

The Agreement to be entered into with the Awarded Proposer will include, but not be limited to, the following terms and conditions:

- A. The Awarded Proposer agrees to indemnify, defend and hold harmless the City, its officers, agents, servants, volunteers, elected officials and employees, from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of action, including attorney's fees for trial and on appeal, and of any kind and nature arising or growing out of or in any way connected with the performance of the Agreement

whether by act or omission of the Awarded Proposer, its agents, servants, volunteers, elected officials and employees or others, or because of or due to the mere existence of the Agreement between the parties; unless said claim for liability is caused solely by the negligence of the City or its agents or employees.

against the City which is based upon a claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under the contract, constitute an infringement of any patent or copyright of the United States. The Awarded Proposer shall pay all damages and costs awarded against the City.

- B. The Awarded Proposer(s) shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product or device which is the subject of patent rights or copyrights. Awarded Proposer shall, at its own expense, hold harmless and defend the City against any claim, suit or proceeding brought

- C. An understanding and agreement, by and between the Awarded Proposer and the City, that the completion time as specified in Awarded Proposer's submission will be met and that all work shall be executed regularly, diligently, and uninterrupted at such rate of progress as will ensure full completion thereof within the time specified

END OF SECTION 1

2.0 SPECIAL CONDITIONS

2.1 PURPOSE

The purpose of this solicitation is to establish a contract, through open, competitive bidding, for the “Maintenance and Operation of the Doral Trolley Circulator System” in accordance with the terms and conditions set forth in RFP #2014-09.

2.2 RULES OF CONSTRUCTION AND DEFINITION

Unless otherwise apparent from the context, or otherwise specifically defined elsewhere in this Proposal, the parties agree that the following words and phrases shall be construed and/or defined as follows:

Rules of Construction:

The singular includes the plural and the plural includes the singular. “Shall” is mandatory and “may” is permissive. The masculine gender includes the feminine and neuter.

For the purpose of this RFP, the following definitions will be used:

- City – City of Doral, 8401 NW 53rd Terrace, Doral, Florida, 33166 and its authorized representatives.
- In-Service – the time during which a trolley is in service route, or authorized detours, and stopping to load and unload passengers, or such other times a trolley is available for use by the general public, or as otherwise specified to the benefit of the City.
- Out-of-Service – all times other than when the trolley is In-Service. Out-of-Service shall include all time spent driving to the beginning point on the route, or moving trolleys from one route to another route or location other than such time expressly approved by its Coordinator as In-Service based on direct benefit to the City.
- Trolley Manager – Director of City of Doral Public Works Department or Assignees.
- City of Doral Circulator Service – public transit service to serve residents, employees, and visitors within the Doral City Limits and at connection Miami Dade County Transit Stations.
- FDOT – Florida Department of Transportation
- Agreement – Executed contract between the City and the Contractor.
- Addenda – Written or graphic instruments issued prior to the Proposal Opening which modify or interpret the Contract Documents by addition, deletions, clarifications or corrections.
- Respondent – Entity submitting a proposal.
- Contractor/Successful Proposer – Entity to which an Agreement is awarded.
- Vehicle Miles or Hours – the miles travelled by the City provided trolleys for use by the CONTRACTOR to perform this Agreement or the hours spent by CONTRACTOR’s employees in driving such trolleys while on a specified route, an authorized detour from such route by this Agreement, and Out-of-Service miles or hours spent travelling to and from a route starting or ending point. The vehicle service hours shall be limited to those the employee actually spent driving the trolley while in service route and does not

include those of other employees riding the trolley for training or other purposes.

- Vehicle Service Hours – Monday through Friday, approximately 6:00 a.m. to 9:20 p.m. and 7:00 a.m. to 7:15 p.m. on Saturdays.

2.3 QUALIFICATIONS / EXPERIENCE OF PROPOSERS

All firms that submit a proposal shall meet, but not be limited to, the following minimum qualifications:

1. The firm, or principals of the firm, shall be regularly engaged in the business of providing the services as described herein. The firm shall have a record of performance and operation for a five-year period of time immediately preceding this Request for Proposal. The firm shall have sufficient financial support, equipment, and organization to insure that they can satisfactorily execute the services if awarded a Contract under the terms and conditions herein stated. There shall not be any pending criminal charges against the firm, principal owners, partners, corporate officers, or management employees. The term “equipment and organization” as used herein shall be construed to mean a fully equipped and well established operation as determined by officials of the City of Doral.

2. Proposer shall be fully licensed to perform the work described herein and shall comply with all applicable Federal, State Statutes and local codes and ordinances.

3. Proposer must provide a minimum of three (3) references for services provided within the past five (5) years. At least one (1) of these services must have been provided to a governmental entity. Supporting references must include company name or governmental agency, contact person telephone number and email address. It is the responsibility of the Bidder to ascertain that the contact person will be responsive.

The proposer must show proof of having met these minimum requirements on the “Bidder/Proposer Qualification Statement” in Section 5. THE CITY WILL NOT ACCEPT ANY SUBSTITUTION FOR THIS FORM.

2.4 RULES, REGULATIONS, LICENSING REQUIREMENTS

Proposers are expected to be familiar with and comply with all federal, state, and local laws, ordinances, codes, and regulations that may in any way affect the services offered, including requirements of the Federal Transit Administration (FTA) Section 5307, State of Florida (including System Safety Plan SSP), Miami-Dade County Passenger Transportation Regulatory Commission, the Americans with Disabilities Act, Title VI of the Civil Rights Act, the EEOC Uniform Guidelines, and all other EEO regulations and guidelines and all Drug/Alcohol Policies compliant with all federal, state and local requirements. Ignorance on the part of the Proposer will in no way relieve the same from responsibility.

Successful proposer must provide a copy of all licenses, registrations, permits, and other applicable legal or regulatory requirements required to do business in the State of Florida at time of award. Florida state registration can be downloaded and printed via www.sunbiz.org.

2.5 MANAGEMENT

The City will have the Public Works Department responsible for administering the Agreement, monitoring, and evaluating the service. The Contractor will report to the City's Trolley Manager

2.6 ADVERTISING AND PROMOTION

The City shall prepare, place, schedule and pay for all advertising and promotional materials designed to inform the general public of service operations and to promote ridership.

The City shall prepare, print and provide to the Contractor all schedules, and other materials required by service operations. The Contractor shall distribute and disseminate such materials in accordance with the provisions of this RFP and any directions supplemental thereto provided by the City.

2.7 ADJUSTMENT TO SERVICE

1. Adjustments to service shall be a prerogative of the City. The City expects to work closely with the Contractor on such modifications in order to provide efficient and responsive service.
2. No operational changes that affect service, scheduling, hours of operation, frequency of service, or any other characteristics of the Circulator Service shall be made by the Contractor without the prior approval of the City.
3. The City may modify the service area for fiscal, jurisdictional, geographic, coordination or passenger travel pattern reasons. Modifications may be made to the specified vehicle service hours without changing the fixed service hour rate bid herein or agreed to during contract negotiations.
4. The City will notify the Contractor 30 days in advance of any major service changes.

2.8 VEHICLES, DISPATCHING AND TELEPHONE SERVICE, COMPLAINTS

The City will utilize a systematic method for processing any telephone inquiries concerning the Circulator Service schedule, frequency, stops, accommodations, etc. which will maximize efficiency. All complaints will be logged and forwarded to the City's Trolley Manager and the Contractor's representative no later than two (2) business days after the receipt of the complaint.

2.9 SAFETY AND SECURITY PROGRAM PLAN

The City implements and maintains a formal Safety and Security Program Plan which requires that the Contractor attend periodic safety meetings, participate in safety organizations, and risk management activities.

The City shall provide an outline of said Safety and Security Program, including periodic updates, to the Contractor.

2.10 EQUAL PRODUCT

Manufacturer's name, brand name and model/style number when used in these Specifications are for the sole purpose of establishing minimum requirements of levels of quality, standards of performance and design required and is in no way intended to prohibit the bidding of other manufacturer's brands of equal quality, unless otherwise indicated. Equal (substitution) may be bid, provided product so bid is found to be equal in quality, standards of performance, design, etc., to item specified, unless otherwise indicated. **Where equal is proposed, proposal must be accompanied by complete factory information sheets (Specifications, brochures, etc.) and test results of unit bid as equal. Failure to do so at time of Proposal Submission may deem your Proposal non-responsive**

2.11. ADDITIONAL ROUTES

At its sole discretion, the City reserves the right to add or delete routes, trolleys, service hours or personnel to the system. The Successful Proposer shall keep its prices for the original and additional service(s) fixed and firm throughout the duration of the contract term, unless modified by the City.

Service characteristics such as routes, stops, headways, operating hours, and vehicle types shall be coordinated jointly by the City and the Successful Proposer prior to commencing any service extension.

2.12. LIQUIDATED DAMAGES

The City reserves the right to supervise or conduct a performance audit of the Successful Proposer to determine if it is achieving its minimum reliability on performance. The Successful Proposer shall adhere to Operating and Performance Standards and Specifications attached herein as Exhibit "A". Failure to meet required operating and performance standards and specifications will be cause to set adjustments to billings as described in Exhibit "A".

2.13 RELATION OF CITY

It is the intent of the parties hereto that the successful Proposer shall be legally considered to be an independent Contractor and that neither the Proposer nor the Proposer's employees and agents shall, under any circumstances, be considered employees or agents of the City.

2.14 PRE-BID/PROPOSAL CONFERENCE / SITE VIST

A mandatory pre-bid conference will be conducted for this Request for Proposal on Wednesday, February 26, 2014 at the City of Doral Government Center, Third Floor Training Room, 8401 NW 53 Terr. 33166.

Bidders/Proposers are required to be familiar with any conditions that may, in any manner, affect the work to be done or affect the equipment, materials, or labor required. Bidders/Proposers are also required to carefully examine the specifications and all equipment and all site locations and be thoroughly informed regarding any and all conditions that may, in any manner, affect the work to be performed under contract.

By submission of an Invitation to Bid or Request for Proposal it will be construed that the Bidder/Proposer is acquainted sufficiently with the site(s) and the work to be performed.

2.15 TERM OF CONTRACT

The City and the Awarded Proposer shall execute a contract ("Agreement") within thirty (30) days after Notification of Award based upon the requirements set forth in the ITB/RFP through action taken by the City Council at a fully authorized meeting. If the Bidder/Proposer awarded the Contract fails to enter into a contract as herein provided, the award may be declared null and void, and the Contract may be awarded to the next most responsible and responsive Proposer, or re-advertised, as determined by the City.

The initial contract resultant from this solicitation shall prevail for a five (5) year period from the contracts initial effective date. The Awarded Bidders/Proposer(s) shall maintain, for the entirety of the stated additional periods(s), the same terms and conditions included within the originally awarded contract. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a City prerogative, and not a right of the Awarded Proposer(s).

This prerogative may be exercised only when such continuation is clearly in the best interest of the City.

2.16 PRICING

If the Proposer is awarded a contract under this RFP solicitation, the prices quoted by the Proposer shall remain fixed and firm throughout the term of this contract.

2.17 PROPOSAL FORMAT AND SIGNATURES

To receive consideration, the Proposal must be submitted on the Bid forms as provided by the City. This Request for Proposal must be resubmitted in its entirety, with all forms executed, each section signed as read and understood, and the response forms completely filled out. Proposals must be typed or printed in black or blue ink only. Use

of erasable ink is not permitted. All corrections must be initialed. Any information to be submitted as part of the proposal may be attached behind the Bid/Proposal Response form. Copies may be obtained from the City Clerk, 8401 NW 53 Terrace, Doral, FL 33166. Proposals by corporations must be executed in the corporate name by the President or other corporate officer accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature. Proposals by partnerships must be executed in the Partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

2.18 SUBMISSION REQUIREMENTS

Proposers shall carefully follow the format and instruction outlined below, observing format requirements where indicated. Proposals should contain the information itemized below and in the order indicated. This information should be provided for the Proposer and any sub-consultants to be utilized for the work contemplated by this Solicitation. Proposals submitted which do not include the following items may be deemed non-responsive and may not be considered for contract award.

The response to this solicitation shall be presented in the following format. Failure to do so may deem your Proposal non-responsive.

1. Cover Page

The Cover Page should include the Proposer's name; Contact Person for the RFP; Firm's Liaison for the Contract; Local Office Location; Local Business Address, if applicable; Business Telephone and Fax Numbers, if applicable, Email addresses; Title of RFP; RFP Number; Federal Employer Identification Number.

2. Table of Contents

The table of contents should outline, in sequential order, the major sections of the proposal as listed below, including all other relevant documents requested for submission. All pages of the proposal, including the enclosures, should be clearly and consecutively numbered and correspond to the table of contents.

3. Executive Summary

A signed and dated summary of not more than **two (2) pages** containing the Qualifications, and Experience, Ability and Capability to Perform Required Services, Methodology and Overall Approach, as contained in the submittal. Include the name of the organization, business phone and contact person.

4. Qualifications and Experience (Limit to 6 pages)

a) Describe the Proposer's organizational history and structure; years Proposer and/or firm has been in business providing a similar service(s), and indicate whether the City has previously awarded any contracts to the Proposer/firm.

b) Provide a list of all principals, owners or directors.

c) Provide a complete list of clients for which Proposer has provided a similar service(s) as required in this RFP. This list should include those entities of a similar size, complexity and scope of work, to the City, particularly governmental entities, for which services have been performed during the past five (5) years.

d) Provide detailed background indicating qualifications and experience, for the Successful Proposer and all personnel to be assigned the City's account throughout the duration of the Contract.

e) Provide, at a minimum, three (3) references that have utilized the services proposed in this response, to the most relevant current completed services, to include name, address, telephone number, and description of work, must be included in the response.

f) Should Proposer propose to utilize a Sub-Contractor(s) to perform any of the services, Proposer must identify Sub-Contractor(s) and those services to be performed. Proposer must provide Sub-Contractor(s) qualifications and experience in detail, highlighting the experience in various areas addressed in this RFP. List who will be acting as the prime contractor, including address, contact and phone numbers, and briefly describe each other party's relationship to this prime.

g) Provide a list of clients that have, for whatever reason, discontinued to use your services within the past five (5) years, and indicate the reasons for the same. The City reserves the right to contact any reference as part of the evaluation process.

5. Ability and Capability to Perform Required Services

a) Describe the size of Proposer and its ability to provide required services to the City. **Limit to 2 pages.**

b) Describe your current operations and the manner and scope of other services currently or in the last five years. Describe the Proposer's management capacity and system for coordinating all of the services to be provided under this RFP and any other contracts of the Proposer; further, discuss how it plans to handle and coordinate all these efforts, along with the services to be performed pursuant to the RFP, if awarded a contract. **Limit to 3 pages.**

c) Provide financial data for your company as well as any other entity with which you are proposing this project.

d) Provide information as to any and all pending or previous lawsuits, filing of or any pending bankruptcy proceedings, including the disposition of same, filed against the Proposer relating to similar services being sought within this RFP.

e) Provide information as to whether Proposer has been acquired, plans to be acquired or merged with any other firms in the future, if known. Explain how said merger with another entity(s) may affect the services to be provided to the City, if any.

f) Provide audited financial statements for the past two (2) years.

6. Methodology and Overall Approach to Scope of Work (limit to 10 pages)

Discuss in detail Proposer's Overall Methodology and Approach to the work to be performed as required under Section 3, Specifications and Scope of Work. Proposers are to provide separate and detailed discussion in an orderly format for the following but not limited to:

a) List all details associated with Proposer's maintenance program, including personnel training, daily operating practice, preventive maintenance program, etc.

b) Describe Proposer's Standard Operating Procedures (SOPs) including, but not limited to, the following:

- Plans for replacement of disabled Vehicles;
- Procedures for notifying City of delays and cancellations;
- A list of names and phone numbers of contact persons who can make operating decisions and be reached during Hours of Operation and after hours;
- Accident review procedures and Operator corrective processes;
- Radio check in and coordination procedures for maintaining Vehicle headways, including procedures for GPS/Automated Vehicle Location reporting;
- Description of Operator training (including hospitality and courtesy training)
- Procedures for operating vehicles and providing service, including procedures to insure that stop announcements are made by bus operators;
- Procedures for daily servicing;
- Procedures for dispatching Vehicles to achieve balanced accumulation of mileage for each Vehicle in the fleet and accomplish required Service and maintenance;
- Contingency plan for emergencies such as accident, fire, mechanical failure, inclement weather, and criminal activity;

-Procedures for the handling of public and internal comments and complaints, and:

-Operator safety, recognition and rewards program, and disciplinary procedures for the Operator misconduct. Special attention should be paid to an incentive program for front line employees who provide excellent customer service.

-Customer service guidelines, employee standards of conduct.

-Supervision, with sufficient supervisory level personnel to respond to service problems, monitor performance schedules and procedures, and enable operators to communicate with the base office, during all Hours of Operation.

c) Describe Proposer's Safety Program and how it plans on implementing and maintaining said program. Attach a copy of the Proposer's Safety Program, if available.

d) Describe Proposer's Substance Abuse (Drug and Alcohol) Testing Program. Attach a copy of Proposer's Substance Abuse (Drug and Alcohol) Testing Program, if available.

e) Submit Proposer's Preventive Maintenance (PM) Policy and Program Manual for the trolleys.

f) Explain or provide a general description of your Parts and Warehousing Plan, including how proposer will reasonably maintain satisfactory inventory levels to assure timely repair of vehicles/equipment.

g) Provide any other programs, information, plans, details, approach or methodology that Proposer feels adds value to providing bus circulator services to the general public.

7. Cost

Proposer shall provide an itemized and breakdown cost as shown in the Price Line Section in this RFP document. Failure to do so shall deem your Proposal non-responsive.

2.19 BID BOND / PERFORMANCE BOND

The Bidder must have the ability to obtain a **100% performance bond** at time of contract. The City must appear listed as obligee on this bond.

The Proposer shall submit proof of their bonding capacity by means of a letter from their bonding company. A **Bid Bond in the amount of five (5) percent** of the base bid amount is required for this project.

Within ten (10) calendar days after the notice of award of the Agreement, the successful Proposer will be required to obtain and provide the following bonds to remain in effect during the term of the Agreement. The bonds shall be executed by a responsible corporate surety who has been given a B+: VI or higher rating by the most recent edition of A.M. Best's Insurance Guide and which is authorized to issue bonds in the State of Florida through an authorized agent with an office in Florida:

1. A Performance Bond or other security acceptable to the City that is equal to one-hundred percent (100%) of the base bid contract price, with annual renewals required. The performance bond is a guarantee of good faith on behalf of the Proposer that the terms of the Agreement shall remain in full force and effect during the full term of the Agreement between the City and Proposers.

2.20 RECORDS AND REPORTING

2.20.1 General Provisions

- (a) Project Records. The Contractor shall maintain all project records as requested by the City. All project records prepared by the Contractor shall be owned by the City and shall be made available to the City at no additional charge.
- (b) The Contractor shall maintain all books, records, documents, accounting ledgers, and similar materials relating to work performed for the City under this Agreement on file for at least three years following the date of final payment to the Contractor by the City. The above records retention requirement shall include daily driver logs, as well as all other books, records, and documents. Any duly authorized representatives of the City shall have access to such records for the purpose inspection, audit, and copying at reasonable times during the Contractor's usual and customary business hours.
- (c) Weekly Passenger Count Summary Report and Monthly Summary Reports shall be provided to the Trolley Manager of the City. Said monthly reports shall be received no later than the 15th calendar day of the following month. Weekly reports shall be provided by the Tuesday of the following week for regularly scheduled services. Weekly and Monthly report figures shall coincide with daily trip sheet totals for the month.
- (d) The format to be used for operating reports and monthly summaries shall be developed by the Contractor and approved by the Trolley Manager of the City.
- (e) The Contractor shall certify as accurate all information given to the City.

2.20.2 Daily Records/Reports

- (a) Telephone Report: The City shall be notified via phone and email of any change of vehicle and/or driver, special runs, interruption of service due to inclement weather, out-of-service vehicles, emergencies and accidents.
- (b) Daily driver logs will be used by each shift of operators, a copy of which is to be submitted to the City on a weekly basis. The log is the source document for use in determining the total miles, number of passengers (manually counted) and passenger

categories. Missed miles and missed trips will be determined from the log by comparing actual daily miles entered into the log against predetermined daily total miles for each vehicle or other means as approved by the City.

- (c) Daily dispatcher logs shall include, but not be limited to, the following information: number of incoming calls, type of information requested (schedule, route, destination, connections, etc.).

2.20.3 Monthly Summary Reports

The Contractor shall prepare and submit to the Trolley Manager of the City a monthly summary report within 15 calendar days after the end of the operating month. Monthly Summary Reports shall include, but not be limited to:

- (a) Vehicle Total Service Hours and Miles: Monthly report figures shall coincide with daily trip sheet totals for the month, by Route.
- (b) Total Ridership: Monthly totals of the number of passengers carried, by Route.
- (c) Service Break Summary: Vehicle out-of-service, operational problems, breakdowns, missed trips and delays over fifteen (15) minutes.
- (d) Complaints and Compliments: passenger complaints and compliments collected by the City and description of any action taken regarding complaints. Passenger complaints related to safety or serious operational deficiencies shall be reported to the Contractor by the City no later than the next workday following the City's receipt of complaint.
- (e) Vehicle Condition Summary: mileage (month, year to date, total), fuel and oil consumption (miles per unit), accidents, preventive maintenance and inspection program (actual vs. program), summary of major component rebuilding/repairs made, by Vehicle.
- (f) Equipment Status Summary: all other City-owned equipment.
- (g) General Summary: all other issues, evaluations, suggestions for improvements.
- (h) Reports for the Circulator Service shall be broken down by day and tabulated for the month.
- (i) The Summary Report shall also include a recap of the service, summary statistics for current month, year-to-date, same month last year (when applicable) and percent change from last year for total system (if applicable). Spreadsheet type graph(s) of trends in ridership, passengers per vehicle hour, and service quality measures shall be developed. It shall also include problems with service/personnel/accidents, and solutions proposed for the problems.

2.20.4 Yearly Summary Reports

Yearly Summary Report for Circulator Service shall include, but not be limited to, miles, hours, passengers and costs itemized by month for each service.

2.20.5 Accidents Reports

The Contractor shall make available to the City such written reports free of charge, for each occurrence.

2.20.6 Accounting

- (a) Itemized monthly invoice. The Contractor shall submit, with the monthly summary report, an itemized monthly invoice to the City for the services rendered during the reporting period. Both the monthly invoice and the summary report shall be received by the 15th day of the subsequent month. The itemized invoice shall follow a format approved by the City.
- (b) Net amount due. The charge for Circulator Service minus the time scheduled vehicles were out of service shall be submitted as the amount due the Contractor. The City imposed liquidated damages shall be deducted from this amount.
- (c) Open records. All invoices and related records will be available for inspection and/or independent audit at the election of the City.

2.21 METHOD OF AWARD

The City will open all submittals received prior to the stated deadline in a public forum and will announce the name submitted. The City will review all submittals for proposal compliance according to the requirements set forth in this RFP and evaluate the bid submittals in accordance with section 2.22. In order to be deemed responsive the bids must meet or exceed the minimum requirements established in Section 2.3, contain all required forms listed and provided in Section 4 and 5 of this solicitation.

An Evaluation Committee, appointed by the City Manager of Doral, shall evaluate each proposal in accordance with the requirements of this RFP. Proposers may be requested to make additional written submissions or oral presentations before the Evaluation Committee makes its recommendation.

The Evaluation Committee shall recommend, to the City Manager, acceptance or rejection of one or all of the proposal(s). The Evaluation Committee shall recommend acceptance to the City Manager based on which it believes is in the best interest of the City. The Evaluation Committee shall base its recommendations per criteria listed in Section 2.18 and 2.22.

The Evaluation Committee will evaluate all proposals found to meet minimum requirements and rank the proposals. The top Proposers may be invited to an interview. The City reserves the right to award the Contract to other than the lowest cost proposal allowing for a more responsive proposal that addresses all criteria in this Proposal and

best satisfies the City needs. The Evaluation Committee may consider criteria other than those listed in this Proposal, as necessary, in the selection process.

Prospective Contractors may be required and shall be prepared to attend an interview with the Evaluation Committee. The City may choose, at its sole option, not to interview all proposing Contractors. The City may reject any or all proposals submitted, or at its sole discretion, award the Contract to the best Proposer without any interviews.

After considering the recommendation(s) of the Evaluation Committee, the City Manager shall recommend, based on the results of the final scoring, to the City Council for approval, the proposal or proposals, if any, acceptance of which the City Manager deems to be in the best interest of the City.

The City Council shall consider the City Manager's recommendation(s) in light of the recommendation(s) and evaluation by the Evaluation Committee and, if appropriate, approve the Manager's recommendation(s).

A proposed contract is presented to the City Council for approval, modification, and/or rejection.

If and when a contract acceptable to both sides is approved by the City Council, the City Manager, City Attorney and City Clerk will sign the contract after the selected Proposer has done so.

Cost is one, but not the only criteria being evaluated. The City reserves the right to select the Proposal that best suits the City's needs. The City also reserves the right to award a contract based on original proposal, without negotiation with any proposer.

The City of Doral shall be the sole judge in determining Proposer's qualifications.

The City, at its sole discretion, reserves the right to inspect any / all Proposer's facilities to determine their capability of meeting the requirements for the Contract. Also, price, responsibility, and responsiveness of the Proposer, the financial position, experience, staffing, equipment, materials, references, and past history of service to the City and / or with other units of state, and / or local governments in Florida, or comparable private entities, will be taken into consideration in the Award of the Contract.

Upon approval of the City Council, a contract shall be awarded to one (1) Proposer evaluated in accordance with section 2.18 and 2.22 and selected as the best offer and most responsible, responsive Proposer meeting all specifications. Any award made shall be subject to execution of contract in a form and substance, which is approved by the City Attorney. The City of Doral reserves the right not to award or to reject bids from vendors that are currently in litigation with the City of Doral or as a result of any prior lawsuit with the City of Doral.

2.22 EVALUATION FOR VENDOR SELECTION

- a) (30 points)
Qualifications and Experience
- b) (25 points)
Ability and Capability to Perform required Services
- c) (10 points) **SHALL BE SCORED BY CITY'S PROCUREMENT OFFICE**
Client References - Points may be awarded after verifying vendor's client References (Section 5). 10 points for 3 satisfactory references, 5 points for two satisfactory references, 2 points for one satisfactory reference, and no points for no satisfactory references.
- d) (25 points)
Methodology and Overall Approach
- e) (50 points) **SHALL BE SCORED BY CITY PUBLIC WORKS STAFF**
Price/Cost evaluation for bids.
The lowest average **BASE BID** Cost Proposal will receive 50 points. Every other Proposal previously found to be in the Competitive Range will be given points proportionately in relation to the lowest price. This point total will be calculated by dividing the lowest price by the total price of the Proposal being evaluated and the result multiplied by the maximum weight for price (50 points) to arrive at a Cost Proposal score.
 - *Example:* $\text{Lowest Proposed Price} / \text{Proposer's Proposed Price} \times 50 = \text{Proposal Score}$
 - The application of the above formula will result in a uniform assignment of points relative to the criterion of price.

Total Points: (140 Total Available Points)

Note: No bias or special consideration is given to vendors based on geographic locality during this procurement.

2.23 DUE DATE

All Proposals are due no later than **March 18, 2014 at 11:00 AM**, EST or any time prior thereto at the City Manager's Office, City Hall, 8401 NW 53 Terrace, Doral, FL 33166. All Proposals received will be publicly opened on the date and the time specified. **All Proposals received after that time shall be accepted and returned unopened.**

Original Submittal and three (3) copies must be presented in three ring binders. CD copies of entire submittal must be located in the front pocket of the binder containing the original submittal. CD copies must be properly labeled with the Bidders name and **ENTER "Maintenance and Operation Services for Doral Trolley Circulator System" RFP #2014-09.**

Original submittal and three (3) copies must be submitted in a sealed envelope or box/container clearly marked with the RFP title. EMAILED OR FAXED proposals will not be accepted. **The Solicitation Response Form shall be attached to the exterior of the packet. BIDDER shall deliver to the City, as Bid package this entire RFP document, with all sections executed.**

Proposals received after the closing time and date, for any reason whatsoever, will not be considered. Any disputes regarding timely receipt of proposals shall be decided in the favor of the City of Doral. Proposers shall assume full responsibility for timely delivery at the location designated for receipt of Bid. The City of Doral cannot be responsible for proposals received after opening time and encourages early submittal. Proposals received by the City after the time specified for receipt will not be considered.

The hard-copy Proposals shall be prepared double-sided on 8½ × 11 in. paper. The hard copies shall be contained in three-ring binders, the contents of which are identified on the outside. Use of 11 × 17 in. foldout sheets for large tables, charts or diagrams is permissible but should be limited. Elaborate formatting is not necessary. Do not provide promotional or advertising information, unless this information is requested and/or is necessary to support the technical submittal.

All information required by the Request for Proposal must be supplied to constitute a regular submittal.

SOLICITATION RESPONSE FORM SHALL BE ATTACHED TO THE OUTSIDE OF THE SEALED SUBMITTAL.

2.24 INSURANCE REQUIREMENTS

Successful bidder/proposer shall maintain, at their sole expense, during the term of this agreement insurance coverage in accordance to Exhibit B.

Please Note: The Certificate shall contain a provision that coverage afforded under the policy will not be cancelled until at least thirty (30) days prior written notice has been given to the City. The certificate must further list the City of Doral as an additional insured with respect to general liability, auto, and excess liability, and loss payee with respect to physical damage and crime coverage.

Trolley System:

The Successful Proposer shall be responsible for its work and every part thereof, and for all materials, tools, appliances and property of every description, used in connection with this particular project. The Successful Proposer shall specifically and distinctly assume, and does so assume, all risks of damage or injury to property or persons used or employed on or in connection with the work and of all damage or injury to any person or property wherever located resulting from any action or operation under the contract or in connection with the work. It is understood and agreed that at all times the Successful Proposer is acting as an independent contractor.

The City reserves the right to require additional insurance in order to meet the full value of the scope of services.

At award time, the successful proposer must furnish a Certificate of Insurance and Declaration of Coverage Page showing the City of Doral as additional named insured on each of the policies referenced above.

2.25. DAMAGES TO PUBLIC/PRIVATE PROPERTY

The Successful Proposer shall carry out the work with such care and methods as not to result in damage to public or private property adjacent to the work. Should any public or private property be damaged or destroyed, the Successful Proposer shall assume the expense and repair or make restoration as is practical and acceptable to the City and/or owners of destroyed or damaged property promptly within a reasonable length of time (not to exceed one month from date damage occurred).

2.26 Compensation/Payment

Basis of Compensation:

Compensation under this Agreement is the Contractor's Cost Proposal for the applicable fiscal year.

Submission of Invoices/Payment:

Invoices and supporting documents are to be submitted to the Trolley Manager on a monthly basis and in the format specified by the City. Upon verification of the accuracy and completeness of the invoice by the Trolley Manager, the claim shall be forwarded for payment approval to the City.

Contractor's invoice submission for service provided the previous month shall include the required monthly reports, and shall be submitted to the Trolley Manager by the 15th of the month.

Other Expenses

If necessary, additional payments shall be paid by the City to Contractor, for services, special purchases, or other items and activities not covered under this Agreement.

2.27 EXCEPTIONS TO SPECIFICATIONS

Exceptions to the specifications shall be listed on the Proposal Form and shall reference the section. Any exceptions to these Sections may be cause the bid/proposal to be considered non-responsive.

2.28 COMPLETE WORK REQUIRED

The Work to be performed under any Contract resulting from this Request for Proposal shall consist of furnishing all tools, equipment, materials, supplies, and manufactured articles and for furnishing all transportation and services, including fuel, power, water, and essential communications, and for the performance of all labor, work, or other operations required for the fulfillment of the Contract in strict accordance with the Contract Documents. The Work shall be complete and all work, materials, and services not expressly shown or as called for in the Contract Documents which may be necessary for the complete and proper completion of the Work in good faith shall be performed, furnished, and installed by the Awarded Proposer as though originally so specified or shown, at no increase in cost to the City.

2.29 INQUIRIES

Any questions regarding this Proposal shall be directed in writing to the Procurement Division via email at procurement@cityofdoral.com. All inquiries must have in the subject line the following: **Maintenance and Operation Services for Doral Trolley Circulator System" RFP No. 2014-09.** If your request is seeking a public record, such as a bidder list or award list, it must be submitted to the City Clerk and not to the e-mail stated above.

Bidders requiring clarification or interpretation of the RFP must submit them via email on or before **12:00 pm noon, March 3, 2014**. The person or firm submitting the request shall be responsible for its timely delivery. Written responses will be compiled and shall

be issued only in addendum format and distributed to all potential Bidders. In addition, inquiries and responses may also be posted on the City of Doral website.

2.30 FORMS

2.30.1 Non-Collusion Affidavit

Each Proposer shall complete the Non-Collusion Affidavit and shall submit the executed form with the RFP submittal. City considers the failure of the Proposer to submit this document to be a major irregularity and shall be cause of rejection of submissions.

By offering a submission pursuant to this Request for Proposal, the Party certifies the Proposer has not divulged, discussed or compared his response with other Parties and has not colluded with any other proposers or parties to this Statement of Qualifications whatsoever. Also, the Proposer certifies, and in the case of a joint response, each Proposer thereto certifies, as to his own organization, that in connection with this Statement of Qualifications.

No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a Statement of Qualifications for the purpose of restricting competition.

The only person or persons interested in this Statement of Qualifications, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this Statement of Qualifications or in the contract to be entered into.

No person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee excepting bona fide employees or established commercial agencies maintained by the Proposer for the purpose of doing business.

2.30.2 Americans with Disabilities

As part of any Statement of Qualifications, each vendor must submit an executed American with Disabilities Act Non-Discrimination Statement, in accordance with attesting to compliance with 42 U.S.C. Section 12101 et, seq.

2.30.3 Compliance with Equal Employment Opportunity

The Proposer shall comply with Title VII of the Civil Rights Act of 1964 42 U.S.C. Section 2000e et seq., Section 504 of the Rehabilitation Act of 1973 29 U.S.C. Section 701 et seq., and Title I of the Americans with Disabilities Act, 42 U.S.C. Section 12101as of 1990 in that: No person in the United States shall on the

grounds of race, creed, color, national origin, sex, age, political affiliation, beliefs or disability be subject to discrimination under any program or activity which the Proposer has agreed to undertake by and through the covenants, and provisions set forth in this Contract.

2.30.4 Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Statement of Qualifications to provide any goods or services to a public entity, may not submit a Statement of Qualifications with a public entity for the construction or repair of a public building or public work, may not submit Statement of Qualifications on lease of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in F.S. 287.017 for CATEGORY TWO for a period of Thirty-Six (36) months from the date of being placed on the convicted vendors list.

2.30.5 Tie Bid Form

Whenever two or more bids are equal with respect to price, quality, and service are received by the City or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bid will be followed if none of the tied vendors have a drug free workplace program.

The above referenced forms are included in 'Forms / Deliverable' at Section 5 of this solicitation. Please ensure that you read these forms, and all others contained within Section 5 thoroughly, and return them signed and notarized where required. Bids received with incomplete forms may be deemed unresponsive.

2.31 PROTEST PROCEDURES

All protests must be in writing, stating the name and address of protestor, a contact person, Contract number and title. Protests shall specify in detail the grounds of the protest and the facts supporting the protest.

2.31.1 Address

All protests must be addressed as follows:

Barbara Herrera, City Clerk
Office of the City Clerk
City of Doral

8401 NW 53 Terrace
Doral, Florida 33166

Protests not properly addressed to the address shown above may not be considered by the City.

2.31.2 Protests on the Recommended Award

Any Proposer whose Proposal has not lapsed may protest the recommended award on any ground. Three (3) copies of a full and complete written statement specifying in detail the grounds of the protest and the facts supporting the protest must be received by the City at the appropriate address in "Address," above, no later than fifteen (15) calendar days prior to the issuing of the Notice of Award at Council Meeting, a written decision stating the grounds for allowing or denying the protest will be transmitted to the protestor and the proposer recommended for award in a manner that provides verification of receipt.

2.32 COMPLIANCE WITH LAWS AND REGULATIONS

Contractor shall at all times comply with all applicable laws, regulations, policies, procedures and directives (together, the "Law"), including without limitation, FTA regulations, policies, procedures and directives. Contractor's failure to so comply shall constitute a material breach of this Contract.

END OF SECTION 2

SECTION 3 – SPECIFICATIONS

3.1 SCOPE OF SERVICES

The work covered by the Specifications and Contract Documents, consists in maintenance and operation of the Doral Trolley Circulator System in accordance with the terms and conditions set forth in RFP #2014-09. The specifications are included in this RFP package. The contract shall be a firm fixed price contract.

It is the intent of the City to select the best offer and most responsible, responsive Proposer meeting all specifications to operate and maintain its public transit system hereinafter referred to as "Doral Trolley Circulator System" a general public fixed route service that includes operations and vehicle maintenance. Our circulator system is intended to provide an alternative mode of transport (transit) which alleviates traffic load to the transportation system during peak hours resulting in associated environmental and social benefits.

The Doral Trolley Circulator System is directly owned and funded by the City of Doral. Subsidies for the circulator system are at times provided through Miami Dade County, Florida Department of Transportation (FDOT) Public Transit Service Development Program, and South Florida Regional Transportation Authority.

The City plans to continue running a municipal public transit service that is responsive to the needs of Doral, meets all applicable Americans with Disabilities Act (ADA) requirements, plus complies with all safety, mechanical, and vehicular standards mandated by Miami-Dade Transit Agency Consumer Service Department or any other applicable regulatory agencies. The primary objectives of the contract operation are:

- To provide safe, clean, efficient and effective transit service within the service hours allotted,
- Provide state of the art maintenance of the City's trolley fleet,
- To provide a professional, courteous, and pleasant transit experience for each passenger.

Selection of a proposal will be based on the most favorable combination of outcomes to meet above objectives.

3.1.1. Services To Be Provided

The City of Doral (City) is issuing this Request for Proposals (RFP) to firms that provide public transit services and are licensed to operate in the State of Florida. However, any and all experienced and qualified organizations (individual, firm, joint venture, etc.), referred to as the "Proposer" are invited to submit a proposal.

The City is seeking to select a firm that is the most advantageous and in the best interest of the City, to operate and maintain city owned trolleys, provide backup replica trolley vehicles, including maintenance, fuel, storage, personnel and operations for all route circulators, as well as additional optional routes to be considered.

The route circulators, as well as additional optional routes to be considered are public fixed-route transit services and will be directly managed, and partially funded by the City of Doral as well as other sources. The selected Successful Proposer will be required to meet all Federal, State and Local operations, maintenance and administrative reporting requirements such as those stated in the Florida Administrative Code (FAC) Chapter 14-90, Florida Department of Transportation (FDOT) service development program requirements, including audits and inspections, and Federal American Recovery and Reinvestment Act (ARRA) reporting requirements.

The City of Doral is requesting per hour costs to operate all route circulators, as described in the Bid Form found in Section 4 and Doral Trolley map attached herein as Exhibit "C".

Commencing service contract, Contractor agrees to provide public transportation services in accordance with the route(s), number of annual vehicle(s) miles and hours, and service specified herein.

Contractor shall operate and maintain the system in compliance with the City operating policies and local ordinances applicable to this service, providing management, technical and operating personnel and services necessary for the operation of the City's fixed route(s) trolley system.

All services rendered shall be subject to the control of the City and coordinated by the City.

Responsibility for Contractor's day-to-day operations shall be vested in the Contractor's full-time System Manager.

In addition, an officer or owner of the Contractor shall be available either by phone, by electronic mail or in person to make decisions or provide coordination as necessary.

The City maintains the rights to inspect, examine or test at any reasonable time any of the facilities, records, (including, but not limited to, financial, personnel or maintenance) or equipment used in the performance of the work, or otherwise monitor Contractor's work in order to assure compliance with this Scope of Service.

3.2 Existing Transit Services

The City of Doral currently has 5 trolleys in the service area. Miami-Dade Transit service is available. The City coordinates existing transit services with the Circulator Service.

3.3 Operations Procedures

In and for the consideration specified in contract documents, Contractor agrees to do all necessary things to manage, operate, and maintain a public transportation system to the City's satisfaction as required by this Request for Proposal and the corresponding Scope of Services, including but not limited to:

Vehicle drivers shall be expected to:

1. Not transport any animal, except seeing-eye dogs and special companion assistant dogs;
2. Demonstrate courtesy, helpfulness, and good driving habits;
3. Communicate events and passenger counts obtained by usual and customary logging procedures; and,
4. Log and report all events that impede vehicle movement.

The Contractor will operate the service according to the projected service hours as established by the City. The City will be responsible for providing information to be displayed by the Contractor inside the vehicles. The proposed route(s) in this proposal have been developed by the City and are subject to modifications.

3.4. Legal Holidays

Legal holidays for the City of Doral include the following:

New Year's Day

Martin Luther King's Birthday*

President's Day*

Memorial Day

Fourth of July

Labor Day

Columbus Day*

Veteran's Day*

Thanksgiving Day

Friday after Thanksgiving Day*

Christmas Day

*Dates as indicated shall not be considered legal holidays for Successful Proposer and service shall be provided.

3.5 Service Description

The Circulator Service is operated as a turn-key arrangement. The Circulator Service operates 5 trolleys at this time. Each trolley has capacity for a minimum of 25-passengers. The Circulator

Service operates six days a week, and may include holidays, for approximately 16 hours during weekdays and 12 hours on Saturdays. No service on Sundays.

The City of Doral Trolley operates a Fixed Route System. City of Doral Trolley currently operates three (3) routes with a fleet of 5 trolleys as follows:

| Route No. | Service Days | Approximate Service Times | No. of Trolleys |
|-----------|--------------|-----------------------------------|-----------------|
| 1 | M-F | 6AM to 9:20PM | 2 |
| 1 | Saturday | 7AM to 7PM | 1 |
| 1 (Peak) | M-F | 6AM to 9:20AM 2:15PM to 6:23PM | 1 |
| 2 | M-F | 6AM to 7:42PM | 1 |
| 3 | M-F | 7:05AM to 8:12PM | 1 |
| 3 | Saturday | 7:05AM to 7:11PM | 1 |

City presently operates (4) diesel gas engines trolleys and (1) gasoline engine trolley

The City will provide oversight of the service through its designated trolley manager as well as provide administration, marketing, and public information services.

The Contractor will provide start-up expertise and services, system management, and all personnel, facilities and services required for operation and maintenance of the service. These include, but are not limited to, transit service and support vehicles, drivers, maintenance personnel, supervisors and the physical facilities and equipment necessary to operate a transit system, including garage and office facilities.

Contractor is required to operate a minimum of eight (8) trolley vehicles with a minimum capacity of twenty-five (25) passengers per vehicle on each route. Successful Proposer will provide an additional three (3) trolley vehicles to serve as backups to trolley vehicles that will be in service. Each route and the level of service may be refined by the City based on system performance.

Successful Proposer agrees to provide public transportation services in accordance with the route(s), number of vehicle(s) miles and headways, hours, and services specified herein.

All services rendered shall be subject to the control of the City and coordinated by the City. Responsibility for Successful Proposer's day-to-day operations shall be vested in the Successful Proposer's full-time Management.

3.6 Service Area Maps and Proposed Routes

The attached Doral Trolley Map presents key generators in the City that are served by the circulator service.

3.7. Operations and Performance Standards

Proposers are to refer to Exhibit A, "Operations and Performance Standards and Specifications". Proposers must propose backup vehicles meeting or exceeding the vehicle minimum specifications (Supreme Classic American, Hometown Trolley or Approved Equal). The City of Doral reserves the right to add, delete, modify, or change operations and performance standards. The City may add, delete, modify, or change the normal hours of operations (Monday- Saturday).

3.8. System Specifications: Contractor Responsibilities

The Contractor shall coordinate, manage, and control all applicable program activities which shall include: provide drivers and all project personnel, train personnel as necessary, supervise all elements of on-street operation, and develop administrative procedures necessary for system operation.

The Contractor will obtain and provide all required state and local vehicle permits and license plates and ensure that all drivers are properly licensed for the service they are providing as applicable. The Contractor must also have all applicable state and local business licenses prior to the start of service.

The Contractor shall bear all cost of license plates and all other operating expenses incidental to the use of its own backup vehicles (including any leased vehicle) and in the operation of the vehicles (including City owned, e.g.: PMC stickers) to comply with all laws, regulations, rules and orders of lawfully constituted authorities.

The Contractor shall give the City and its assignees the right and privilege to inspect vehicles on the premises of the Contractor or wherever located whenever the City's judges such inspection may be proper.

The Contractor shall be liable for any penalties imposed on the City by local, state, and federal agencies due to the Contractor's failure to obtain the proper vehicle licenses or maintain vehicles in accordance with local, state, and federal regulations.

Services shall be managed by the Contractor in accordance with the guidelines and parameters established herein and the attachments hereto.

The Contractor shall be solely responsible for the satisfactory work performance of its employees and agents as described in this Request for Proposal or any reasonable performance standard established by the City.

The Contractor shall be solely responsible for payment of all employees' and/or subcontractor's wages and benefits, in accordance with the payment schedules established for this project. The Contractor's personnel wages and work hours shall be in accord with the local, county, and state regulations affecting such personnel.

Dispatch personnel shall be bilingual (English and Spanish) and trained for the special needs of elderly and disabled individuals and shall respond to questions concerning the service with both sensitivity and efficiency.

3.9 Vehicle Operators

1. Vehicle operators must have a valid Florida CDL (chauffeurs or commercial) driver's license as well as any other licenses required by applicable federal, state, and local regulations. Vehicle operators must also have a medical examination certificate and pass drug testing. A vehicle operator who does not pass the medical and drug examination shall not be permitted to operate a vehicle.
2. Any vehicle operator shall be trained in all operational procedures relating to the Circulator Service, including thorough knowledge of the service area street network.
3. Drivers shall be fully trained in defensive driving and vehicle handling.
4. Drivers shall be trained in the special skills required to provide transportation to elderly and disabled individuals. Drivers shall also be trained to understand and practice the high quality of service required by the City.
5. Drivers shall assist passengers confined to wheelchairs in boarding and shall perform the tie downs.
6. Drivers shall be trained to operate all types of vehicles (including reserve vehicles owned by the Contractor) in the service, wheelchair lifts and secureness systems, and other equipment that they may be expected to use during service hours.
7. Regularly assigned drivers or trained back-up drivers shall be available and on time daily to ensure consistent and reliable service.
8. No vehicle operator shall take lunch hour or breaks inside or close by his/her vehicle. Passengers must never be kept waiting, except where schedules are maintained.
9. Drivers shall be dressed and groomed appropriately and they shall be in a uniform acceptable to the City. Drivers shall wear identification tags clearly displaying their first name only while performing their duties.
10. Each driver and vehicle shall have an accurate timepiece available and in clear sight at all times during vehicle operation.
11. Drivers are required to have a thorough knowledge of traffic regulations along the route and the schedule time points.
12. Drivers need to be sensitive to ridership comforts, such as the interior temperature on their respective vehicle, cleanliness of vehicles, etc.

3.10 Staff Levels and Wages

The Contractor shall pay staff wages within acceptable ranges in the transportation industry for the established positions.

3.11 All Personnel

1. All personnel assigned to this project shall be knowledgeable of the Circulator Service.
2. All project personnel shall maintain a professional, courteous attitude, answering to the best of their ability any passenger questions regarding the provision of service. Discourtesy, rudeness or the use of profanity will not be tolerated and shall be grounds for immediate removal of the offending employee from performing work within the program.
3. Drivers and dispatchers shall accurately complete and submit the required operating reports daily.
4. All personnel shall be required to attend quality/safety workshops as required by the City up to a maximum of eight hours per year per employee.
5. The Contractor shall provide manuals related to personnel policies and procedures, and maintain an employee acknowledgment file with employee signature indicating they have read and fully understand its contents.

3.12 Maintenance

The Contractor shall be responsible for all maintenance activities including but not limited to replacement parts and tires, oil and fluids change, filters, and cleaning of vehicle.

3.13 Safety and Security Program Plan

The Contractor shall assume full responsibility for assuring that the safety of passengers, operations personnel, and vehicles and equipment are maintained at the highest possible level. The Contractor shall comply with all applicable State of Florida Department of Transportation including Florida Administrative Code 14-90 and federal safety requirements.

The Contractor shall adhere to the City's Safety and Security Program including periodic attendance to safety meetings, participation in safety organizations, offering safety incentives to drivers and other employees, and participation in risk management activities under the auspices of the Contractor's insurance carrier or other organization.

The Contractor shall assist the City with periodic updates of the Safety and Security Program plan. The Contractor will require all drivers, dispatch personnel, vehicle maintenance mechanics, and supervisors to participate in the safety program.

3.14 Road Supervision

The Contractor shall provide road supervision as required to monitor drivers, vehicles, quality of service, and adherence to all established routes and time schedules, and to respond to emergency calls.

3.15 Accident and Incident Procedures

The Successful Proposer shall develop, implement, and maintain formal and expedient procedures to respond to all accidents, disturbances, passenger injuries/fatalities, and any

other service interruptions/failures. Successful Proposer shall be responsible for reporting to the City as described below, any incidents that occur.

All traffic accidents involving vehicles/pedestrians, irrespective of injury, shall be immediately reported to the City of Doral Police Department. The Successful Proposer will advise such agency of the accident and request a police unit to investigate the accident.

The City Trolley Manager shall be immediately notified by the Successful Proposer of any accident or incident, especially those resulting in injury, in loss or damage to the City and/or private property. Written notification shall follow within 48 hours. This written notification shall describe the sequence of events and include reports by driver, attendant, witnesses, etc. In addition, the Florida Department of Transportation requires verbal notification of any accident involving these services within 48 hours thereafter the incident, followed by a written report within 48 hours. Further, fatalities are to be reported verbally to the Florida Department of Transportation within 24 hours of the incident, followed with a written report within the next 24 hours. It will be the responsibility of the Successful Proposer to provide follow-up reports, both verbally and in writing, within required hours of reported incident - applicable to both property damage, injury and/or fatality.

3.16 Emergencies - Natural Disasters

In the event of an emergency or natural disaster, the City may require the Successful Proposer to make available, to the maximum extent possible, transportation and communications services and facilities to assist the City in ameliorating such incidents. Any such use of the trolley vehicles for emergency response purposes must be pre-approved the City, and said approval must be secured in writing. To the extent the City requires the Successful Proposer to provide such emergency services, the Successful Proposer shall be relieved of the obligation to fulfill the duties and responsibilities of operating the current or any future trolley operations which may be established herein. Further, the Successful Proposer shall be entitled to be paid reasonable compensation for providing such emergency services and facilities, provided however, that the amount of such compensation and time of its payment shall be mutually agreed upon by the Successful Proposer and the City prior to the conclusion of the emergency or disaster, or at such other time as they may mutually agree upon.

3.17 Operations, Maintenance, and Vehicle Facilities

The following facilities may be required to effectively manage and operate the Circulator Service.

These will include:

- A dispatch room and supervisor station;
- Facility for setup of maintenance and secure storage of the City vehicles after hours;
- Storage for the Contractor's vehicle maintenance (including cleaning supplies) equipment;
- Fueling facilities to provide a dedicated source of fuel available in emergencies;

- Break room for drivers and staff; and,
- Showers and restroom facilities.

Prior to signing an Agreement with any of the Proposers, the City reserves the right to inspect the Proposer's closest maintenance and storage facility.

3.18 Equipment

Contractor's vehicles for use as temporary replacement in the Circulator Service should meet all specifications as defined in this proposal and required by law. Transit vehicles must meet the requirements of Florida Administrative Code 14-90. The system fleet must meet all local, state and federal Americans with Disabilities Act requirements.

3.19 Cleaning

Successful Proposer shall provide all labor and materials necessary to keep the vehicles clean at all times. Successful Proposer shall wash the exteriors of the vehicles, including support vehicles, at least weekly, and shall clean the interiors of the vehicles daily by picking up all litter, sweeping the floor, and cleaning the windows if required. Successful Proposer shall mop vehicle floors and clean all other interior items including seats, handrails, and windows as needed to maintain a clean vehicle. The interior passenger compartment shall be free of roaches and other insects or vermin as well as noxious odors from cleaning products. Successful Proposer shall remove all graffiti from the exterior and interior of the vehicles immediately or as soon as it is practical, but no later than the start of the next day's service. If the graffiti is offensive or vulgar and cannot be removed, that vehicle shall be taken out of service immediately.

3.20 Service Standards

The Contractor shall strive to provide service in a manner that will maximize the productivity and at the same time maximize customer service, never losing sight of specific performance standards.

The Contractor and the City shall meet periodically to evaluate performance of the system based upon these standards. If the standards are not fulfilling their intended purpose, they shall be adjusted based upon recommendations made by the Contractor with concurrence and final decision by the City.

Should it be found that the Contractor's performance has contributed to the Contractor's failure to achieve these standards; the Contractor shall take all reasonable actions requested by the City to correct deficiencies in performance. Should deficiencies persist, the City may assess monetary penalties.

Service hours will comply with all Circulator Service operational hours established by the City. The Contractor shall not be held responsible for the failure to provide on-time service due to naturally occurring disasters.

3.21 Additional Operating Procedures

The Successful Proposer will observe all safety rules and other requirements of regulatory bodies having jurisdiction over the Service Area and operate the Vehicles with the highest regard for all aspects of safety.

- a) The Successful Proposer will not use or allow the Vehicles to be used for any illegal purpose.
- b) The Vehicles shall not be used for towing, pushing or any purpose other than the transportation of passengers.
- c) The Successful Proposer shall not overload the Vehicles beyond their specified carrying capacity nor operate a Vehicle in an unsafe manner.
- d) No other use may be made of the Vehicles dedicated to the City except as specifically authorized in writing by the City.
- e) All Vehicles shall operate with headlights and taillights turned on while in Service.
- f) City will designate specific bus stops along the routes described herein. Passengers shall be picked up and discharged only at these designated bus stops. Four-way flashers shall be used whenever the vehicle is stopped to load or unload passengers.
- g) Service shall be provided to all orderly persons who comply with ridership rules and regulations established by the City. The Contractor shall not discriminate against any passenger because of race, color, religion or country of origin, age, gender, sexual preference or disability.
- h) Mobility impaired passengers shall be assisted, as necessary, from the curbside to a secured position on the vehicle while boarding, or in reverse while alighting the vehicle. An Operator shall not provide assistance to a mobility-impaired passenger beyond the curbside. No assistance shall be required of an Operator, other than as specified above, if it necessitates leaving the driving position.

3.22 Substance Abuse Testing

The Successful Proposer must implement a written Drug and Alcohol Testing program.

3.23 Initial Vehicle Inspection

The City and the Successful Proposer shall make arrangements as necessary to schedule inspections prior to executing an agreement. Backup vehicles not meeting the minimum requirement will be deemed non-responsible and shall be cause for the City to negotiate with the next highest ranked firm.

3.24 Exclusive Use

The Successful Proposer shall not enter into an agreement with any other party for use of equipment and/or personnel dedicated to this service without the approval of the City.

3.25 Vehicle Servicing and Repair

The Successful Proposer shall maintain the vehicles in accordance with industry standards and warranty requirements to ensure safe, clean, attractive and efficient operation of the Vehicles at all times. The Successful Proposer shall submit with its proposal a written Preventive Maintenance (PM) Policy and Program Manual. Any changes after award must be approved by

the City in advance. The Successful Proposer shall provide separate PM programs for the vehicle heating and air conditioning (HVAC). Emergency Road call service, including towing of disabled vehicles, will be performed by the Successful Proposer.

3.26 Preventive Maintenance

The Successful Proposer shall design and implement a preventive maintenance ("PM") program that will combine regular inspections with scheduled interval-related servicing needs and warranty requirements as provided by the manufacturer. Elements of the PM program shall include (but not be limited to):

- a) Daily pre- and post-pullout safety inspections.
- b) Daily servicing of fluid levels, tires, lights and minor mechanical problems. Brakes shall be checked weekly.
- c) Periodic mechanical and safety inspections by mechanics and supervisors. Such inspections shall be documented and completed monthly or more often as indicated necessary by recurring problems.
- d) Interval related servicing should be scheduled to reduce downtime and ensure maximum life and performance of Vehicle components. A minimum of the manufacturer's recommended intervals are required.
- e) **The Successful Proposer is responsible for the required inspections of all vehicles used for these services, if and when applicable. The Successful Proposer shall schedule and deliver the Vehicles to a certified inspection station as required, if and when applicable without disrupting service.**
- f) A major vehicle mechanical condition inspection and assessment of all Vehicles shall be conducted annually by the Successful Proposer.

3.27 Mechanical and Body Repairs

Within three (3) days of learning of damage or the need for any repairs, the Successful Proposer will complete or cause to have completed all mechanical repairs found necessary to maintain the function of all components and features of the Vehicles unless otherwise directed in writing by the City.

- a) Body and frame repairs, inclusive of necessary painting, will be inspected and certified in writing as completed by the garage performing the work prior to returning the Vehicle to service.
- b) Minor body damage repairs shall be repaired as soon as possible, but not to exceed two (2) weeks, subject to the availability of OEM parts when needed.
- c) Major body damage shall be repaired before returning the Vehicle to service, not to exceed five (5) weeks out of service, subject to the availability of OEM parts when needed.
- d) Repairs to non-working items that relate to safety shall be completed prior to returning the vehicle to service. Failure of safety related items on a vehicle while performing service shall require immediate removal of the Vehicle from service for repair. These items shall include legally required lights, working brakes, tire tread depth or condition or any other mechanical condition that may have an effect on continued safe operation of a Vehicle.

e) The Successful Proposer shall be responsible for providing any towing services necessary to complete repairs required. Such services shall be done in a safe manner that will not cause damage to the Vehicle, its structure or components.

3.28 Repair Standards

In conducting necessary repairs the Successful Proposer will warrant that:

- a) Qualified maintenance personnel, utilizing appropriate tools and equipment, trained to complete such work have conducted the repairs;
- b) The repairs have been conducted to the best available standards of quality; and Original Equipment Manufacturers ("OEMs") approved parts have been used to affect the repairs.

3.29 Vehicle Records

The Successful Proposer shall maintain a complete individual vehicle history of every vehicle provided by the City. The Successful Proposer is responsible for keeping the vehicle maintenance file current throughout the term of the Contract and shall make available complete copies of all files available to the City at the end of the contract. The City or its agent shall have reasonable access to all vehicle maintenance records during planned or unannounced visits or inspections of the Successful Proposer's facility for the duration of the Contract.

The Successful Proposer shall maintain records to document the following (but not limited to):

- a) The completion of required inspections;
- b) The timely execution of scheduled servicing;
- c) Major repairs and replacement of Vehicle components
- d) Use of parts and components;
- e) Unscheduled maintenance;
- f) Accident repairs and body work;
- g) Warranty work and claims;
- h) Fuel and oil and fluids consumption on a unit per Vehicle basis;
- i) Vehicle mileage and hours of operation;
- j) Tire and brake life;
- k) Hours of operation;
- l) Frequency of service provided;
- m) Days of operation;
- n) Total actual vehicle miles – the total miles a vehicle travels including any deadhead;
- o) Total actual vehicle revenue miles, if applicable – the total miles the vehicle travels while in revenue service, excluding any deadhead;
- p) Total actual vehicle revenue hours, if applicable – the total hour the vehicle travels while in revenue service, excluding any deadhead;
- q) Total scheduled vehicle revenue miles – the total vehicle revenue miles computed from the scheduled service excluding deadhead, service interruptions, and special additional services;
- r) Unlinked passenger trips – the number of passengers who board the public transportation vehicles (as determined by an actual 100% count or by a Federal Transit Administration ("FTA") approved sampling procedure);

- s) Passenger Miles – the sum of the distances ridden by each passenger;
- t) Cost per rider;
- u) Ridership for each route.

3.30 Vehicle Defect Records

The Successful Proposer shall maintain records regarding any vehicle defect that occurs. Vehicle defect cards shall be made available to operators and staff on all vehicles operated under this Contract. A vehicle defect report shall be completed as part of the pre-trip inspection on each vehicle and after service and filed chronologically by vehicle number. Operators will turn in defect cards prior to and after each shift to the Successful Proposer's staff person who is charged with reviewing each card to prevent buses with problems from going out on the next shift/assignment. Original vehicle defect reports shall be kept on file.

3.31 Warranty Claims

The Successful Proposer shall be responsible for documenting, filing and executing all warranty claims with the OEMs and component manufacturers. The Successful Proposer must ensure that all vehicle manufacturer warranty work is accomplished to guarantee the City compliance with necessary warranty requirements. Successful Proposer shall track all warranty work including parts and labor and submit claims for reimbursement to the manufacturer/supplier. Successful Proposer shall be responsible for defending claims and diligently pursuing claims that, in the City's, its agent's, or the Successful Proposer's opinion are unjustifiably denied. The City may have its maintenance auditor review vehicle records to ensure warranty claims are being properly recorded, submitted, and defended.

3.32 Variations and OEM

No variation or vehicle system modifications will be allowed without written authorization from the City. Only original equipment manufacturer (OEM) parts and supplies may be used unless the Successful Proposer submits a written request to the City, with all relevant documentation, for a specific case-by-case waiver from this requirement and is granted that request. As a result of the required vehicle repairs, the Successful Proposer shall ensure that all reassembly tasks are performed in such a manner that the vehicle remains in the OEM configuration as it was received. This includes but is not limited to the wiring configuration and clamping, powertrain components, and body assembly.

3.33 Quality Assurance and Audits

The City shall have immediate and unrestricted access to all vehicles and vehicle maintenance records during planned or unannounced visits or inspections to vehicles and Successful Proposer's facility for the duration of the Contract. Successful Proposer shall immediately remove from operation any bus that is determined by the City to be in need of repair, cleaning, or other action.

3.34 Preventive Maintenance of Heating and Air Conditioning

Periodic inspection and servicing checklists will be developed that conform at least to manufactures' most severe service recommendations and generally accepted best industry

practices. The Successful Proposer shall properly maintain operating HVAC systems on all vehicles at all times. No vehicle shall be permitted to enter service without a properly functioning heating or air conditioning system and the Successful Proposer shall be expected to make all reasonable efforts to change out a vehicle that experiences a malfunctioning heating or air-conditioning system while in service.

3.35 General Repairs

Successful Proposer shall provide as required all general repairs to vehicles provided by this Contract. This includes replacement of items that are or appear to be worn out (such as seat covers).

3.36 Responsibility

The City shall not be required to repair, replace, or maintain any bus. Successful Proposer shall be fully responsible for all repairs, maintenance, and replacement of all buses during the term of the Contract, including timely replacement of buses damaged beyond repair.

3.37 Fuel

The Successful Proposer will be responsible for supplying all vehicle fuel unless otherwise directed by City. The fuel used for buses must comply with all fuel requirements.

3.38 Parts, Lubricants, Supplies

Successful Proposer, at its sole cost and expense, shall maintain stores of and provide lubricants, repairs, parts, and supplies required for the maintenance and operation of all buses and service vehicles.

3.39 Tires

Buses will arrive at Successful Proposer's facility with the City owned tires. The Successful Proposer will be responsible for replacing tires for all vehicles.

3.40 Inventories

The Successful Proposer shall maintain reasonable inventory levels to assure timely repair of vehicles/equipment. The Successful Proposer's supplied parts inventory shall remain the property of the Successful Proposer upon completion of the term of this Contract, and the Authority and follow on Successful Proposer shall have first right of refusal for the purchase of any remaining inventory. Successful Proposer shall submit a Parts and Warehousing Plan to the City for approval, including, at a minimum, loss prevention, shelf-life, and a critical items list. A general description of this program shall be submitted with the proposal with the detailed program submitted to the City for approval at least thirty **(30)** days before the first day of service provision.

3.41 Painting of Vehicles

Vehicles will be delivered with special paint or decaling scheme for Circulator service. It will be the Successful Proposer's responsibility to maintain the color scheme, with painting/decals as needed, throughout the life of the contract.

3.42 Bus Engine/Powertrain Replacement

Warranty reimbursement for the replacement of components still under warranty will be the responsibility of the Successful Proposer. Powertrain component replacements and repairs for non-warranty items will be the Successful Proposer's responsibility. All repairs and replacements shall be completed within two weeks of failure or request for replacement, unless otherwise approved.

3.43 Modification and Repair of Destination Signs

The Successful Proposer shall perform any required maintenance to ensure proper operation of all vehicle destination signs. In the event of route changes that affect the destination sign readings, the City will notify the Successful Proposer of changes in writing and the Successful Proposer will revise the destination sign to reflect that change. Successful Proposer will be responsible for equipment necessary to update these signs.

3.44 Miscellaneous Work

The Successful Proposer shall provide labor for miscellaneous maintenance-related activities on vehicles as may be necessary.

3.45 City Inspections

The City shall have the right and authority to periodically conduct, with or without prior notice, inspections of the Vehicles and Successful Proposer maintenance records and procedures. The City shall order necessary and reasonable revisions to such procedures as determined to be in the best interests of the City.

- a) All mechanical defects identified by a City inspection shall be corrected within three (3) days;
- b) Vehicles with safety defects that would impair safe operations shall be removed from Service immediately and the problem corrected, and
- c) Minor damage to the body of a Vehicle shall be repaired by the Successful Proposer.

During the term of the Contract, the City may utilize a maintenance auditor to provide expert review of the Successful Proposer's maintenance practices and to audit the condition of the City's vehicles at time intervals no less than quarterly. ***These auditors may or may not be the City employees.*** These fleet audits will include extensive vehicle inspections, utilizing the pits and lifts of the facility, and also involve inspection of maintenance documentation and Successful Proposer's procedures. Fluid analysis will be involved. The Successful Proposer must provide full cooperation to these consultants, arrange for efficient use of their time through facility and vehicle access, supply personnel to move vehicles, and make on-the-spot repairs, adjustments, etc.

Access to Reports - The City intends for these audits to not only act as an independent monitoring of the Successful Proposer's maintenance efforts, but also as a method for the Successful Proposer to demonstrate constant improvement. Audit reports will be available to the Successful Proposer and the consultants will provide follow-up meetings and suggestions.

Fluid Analysis – The City shall notify the Successful Proposer at least 48 hours in advance regarding the upcoming collection of oil, transmission, coolant, or other fluids for analysis as part of an audit. During this 48 hours, the Successful Proposer must inform the City of any scheduled preventive maintenance on any bus which might affect the samples to be tested.

Repairs – Any deficiencies in the vehicle fleet identified by the audits shall be repaired by the Successful Proposer. Within 10 days after notification of such deficiencies, the Successful Proposer shall present a written repair schedule/timeline to the City for approval. Failure to submit such a schedule or to not complete the repairs according to an approved schedule will permit the City to procure a third party to complete such work at the Successful Proposer's expense. Any deficiencies that render a vehicle "deadlined" shall be repaired immediately.

Protest – In the event the Successful Proposer disputes the independent auditor's findings, or believes for other reasons that the City should reimburse the Successful Proposer for such repairs, the Successful Proposer may seek the City's approval of a third party paid for by the Successful Proposer and approved by the City, to provide a second opinion. With assistance from the City's auditor, the City will consider additional opinions and attempt to resolve the issue. If the dispute cannot be resolved within a reasonable timeframe, the decision of the City shall be final. Under no circumstances shall the Successful Proposer be relieved of its responsibility for fully complying with adequate equipment requirements to meet service needs during such protest periods.

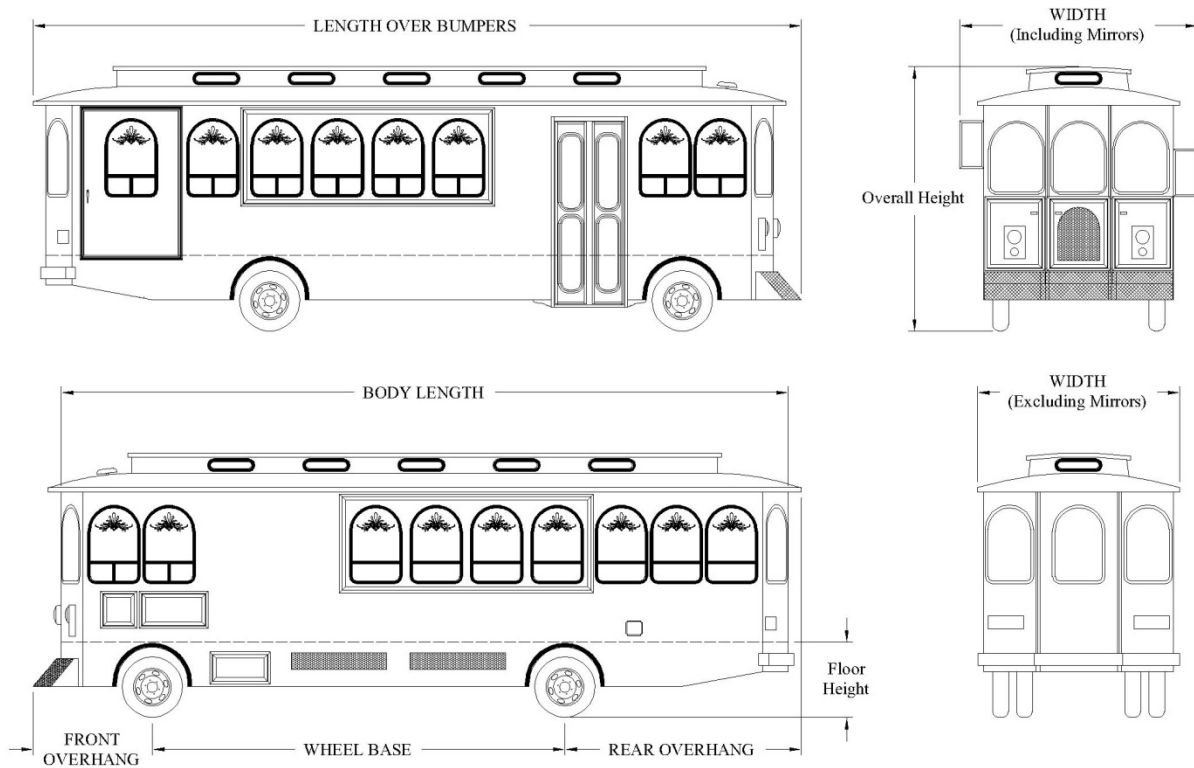
3.46 Maintenance Goals And Objectives

Successful Proposer must establish, submit for the City approval, and track vehicle maintenance goals and objectives. A general description of this program shall be submitted with the proposal with the detailed program submitted to the City for approval at least **30** days before the first day of service provision.

3.47 PHYSICAL SIZE

With exceptions such as exterior mirrors, marker and signal lights, bumpers, fender skirts, washers, wipers, ad frames, cameras, object detection systems, bicycle racks, feelers and rub rails, City owned trolley vehicles have approximately the following overall dimensions as shown in Figure 1 at static conditions and design height.

FIGURE 1 – Transit Bus Exterior Dimensions



3.48 SUPPLIES AND PROGRAM

The Bidder shall supply all tools and equipment of every kind, ample in quantity and capacity, in good working order and suitable in character to carry out the work or services of his contract according to an approved program.

3.49 MAINTENANCE AND INSPECTION

Scheduled maintenance tasks shall be related and shall be, in accordance with the manufacturer's recommended preventative maintenance schedule (along with routine daily service performed during the fueling operations).

END OF SECTION 3

SECTION 4 – PROPOSAL SUBMITTAL FORM: RFP#2014-09

THIS PROPOSAL IS SUBMITTED TO:

City of Doral
8401 NW 53rd Terrace
Doral, Florida 33166

1. The undersigned Proposer proposes and agrees, if this RFP is accepted, to enter into an agreement with The City of Doral to perform and furnish all goods and/or services as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this RFP and in accordance with the other terms and conditions of the Contract Documents.
2. Proposer accepts all of the terms and conditions of the Advertisement or Request for Proposal and Instructions to Proposers, including without limitation those dealing with the disposition of RFP Security. This RFP will remain subject to acceptance for 90 days after the day of RFP opening. Proposer agrees to sign and submit the Agreement with the Bonds and other documents required by the RFP Requirements within ten days after the date of City's Notice of Award.
3. In submitting this Proposal, Proposer represents, as more fully set forth in the Agreement, that:
 - (a) Proposer has examined copies of all the RFP Documents and of the following Addenda (receipt of all which is hereby acknowledged.)

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

- (b) Proposer has familiarized themselves with the nature and extent of the Contract Documents, required goods and/or services, site, locality, and all local conditions and Law and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.
 - (c) Proposer has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions.
 - (d) Proposer has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in (c) above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance, or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, explorations, tests, reports or similar

information or data are or will be required by Bidder for such purposes.

- (e) Proposer has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.
 - (f) Proposer has given the City written notice of all conflicts, errors, discrepancies that it has discovered in the Contract Documents and the written resolution thereof by the City is acceptable to Proposer.
 - (g) This RFP is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Proposal; Proposer has not solicited or induced any person, firm or corporation to refrain from submitting a proposal. Proposer has not sought by collusion to obtain for itself any advantage over any other Proposer or over the City.
4. Proposer understands that the quantities provided are only provided for bid evaluation only. The actual quantities may be higher or lower than those in the bid form.

Proposer shall furnish all labor, materials, equipment, tools superintendence, and services necessary to provide a complete Product. Pricing Schedule, (including but not limited to such pricing elements as option buses, spare parts package, manuals, training, special tools and test equipment). The Proposer is required to complete and execute the City's Pricing Schedule, contained as part of the Proposal documents, and provide same in the Price Proposal. The Contractor shall be liable for payment of all local taxes applicable to the complete bus as delivered and should add these amounts to the Proposal price.

COMPANY NAME: _____

CONTACT PERSON: PHONE: _____

E-MAIL ADDRESS: _____ FAX: _____

COMPANY ADDRESS: _____

COMPANY WEBSITE: _____

5. Quoted Costs (BID FORM) RFP#2014-09

| Item | | | | | |
|------|---|--------|------|------------|----------|
| No. | Description | QTY | UNIT | UNIT PRICE | TOTAL |
| 5.1 | Furnish Operation, Maintenance, Fuel, and Storage of Trolleys on a yearly basis | 27,800 | HRS. | \$ _____ | \$ _____ |
| 5.2 | Furnish Operation, Maintenance, and Fueling of Trolleys on a yearly basis | 27,800 | HRS. | \$ _____ | \$ _____ |
| 5.3 | Furnish Operation, Maintenance and Storage of Trolleys on a yearly basis | 27,800 | HRS. | \$ _____ | \$ _____ |
| 5.4 | Furnish Operation of Trolleys on a yearly basis. | 27,800 | HRS. | \$ _____ | \$ _____ |

Evaluation of RFP shall be based on base bid amount item no. 5.1. All items shall be filled out, no line items shall be left blank or will proposer's bid will be deemed nonresponsive. Bid Bond shall be submitted based on 5% total of item 5.1.

Authorized Representative: _____
(type or print)

Signature: _____

Title: _____ Date: _____

If hand delivered, please seal your bid and request that the receptionist date and time stamp your submission.

6. Proposer agrees that the work will be completed as scheduled from the date stipulated in the Notice to Proceed.

7. Communications concerning this RFP shall be addressed to:

Proposer: _____

Address: _____

Telephone _____

Facsimile Number _____

Attention: _____

8. The terms used in this RFP which are defined in the General Conditions of the Contract included as part of the Contract documents have the meanings assigned to them in the General Conditions.

STATEMENT

I understand that a "person" as defined in Para. 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding Contract and which Bids or applies to Bid on Contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "persons" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

SUBMITTED THIS DAY _____, 20___. Person Authorized to sign Bid/RFP:

_____ (Signature)

_____ (Print Name)

_____ (Title)

Company Name: _____

Company Address: _____

Phone: _____ Fax: _____ email: _____

SECTION 5 – FORMS / DELIVERABLES

THE FOLLOWING MATERIALS ARE CONSIDERED ESSENTIAL AND NON-WAIVABLE FOR ANY RESPONSE TO AN INVITATION TO BID.

BIDDERS SHALL SUBMIT THE SUBSEQUENT FORMS IN THE EXACT SEQUENCE PROVIDED, INCLUDING INSERTION OF DOCUMENTS WHERE SPECIFIED.

LIST OF ATTACHED FORMS:

- Statement of No Response
- Solicitation Response Form
- Bidder Information Worksheet
- Bidder Qualification Statement
- Business Entity Affidavit
- Americans with Disabilities Act (ADA) (Disability Non-Discrimination Statement)
- Non-Collusion Affidavit
- Public Entity Crimes (Sworn Statement)
- Drug Free Workplace Program
- Copeland Act Anti-Kickback Affidavit
- Equal Opportunity Certification
- Cone of Silence Certification
- Tie Bids Certification
- Bidders Certification
- Certificate of Authority
- Bid Bond
- Payment Bond
- Acknowledgement of Conformance with OSHA Standards

STATEMENT OF NO RESPONSE

RFP # 2014-09

**FOR PROPOSERS SUBMITTING TO THIS OPPORTUNITY, YOU MAY
WRITE “N/A” ON THIS FORM.**

If you are not proposing on this service/commodity, please complete and return this form to:
City of Doral – City Manager’s Office 8401 NW 53rd Terrace, Doral, FL 33166. Failure to respond
may result in deletion of your firm’s name from the qualified vendor list for the City of Doral.

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____

SIGNATURE: _____

DATE: _____

We, the undersigned have declined to submit a Bid/Proposal on the above because of the
following reasons:

- _____ Specifications/Scope of Work too “tight”, i.e., geared toward brand
or manufacturer only (explain below)
- _____ Insufficient time to respond
- _____ We do not offer this product, service or an equivalent
- _____ Our schedule would not permit us to perform
- _____ Unable to meet bond requirements
- _____ Specifications unclear (explain below)
- _____ Other (specify below)

REMARKS: _____

Solicitation Response Form

**PROPOSER MUST ATTACH THIS FORM TO THE EXTERIOR OF THE SEALED
PACKET.**

Name: RFP# 2014-09 Title: Maintenance and Operation Services for
Doral Trolley Circulator System

Due Date: March 18, 2014 at 11:00 AM

Delivery Location: City of Doral
City Clerk's Office
8401 NW 53rd Terrace,
Doral, FL 33166

Submitted by: _____
(name of company and address) _____

PLEASE DO NOT TAPE BELOW THIS LINE

For Office Use Only:

Date and Time Received:

Received by: _____

of originals: ____ # of copies: ____ # of CD copies: ____

PROPOSER INFORMATION WORKSHEET

RFP #2014-09

COMPANY/AGENCY/FIRM NAME: _____

ADDRESS: _____

BUSINESS EMAIL ADDRESS: _____ PHONE No.: _____

CONTACT PERSON & TITLE: _____

CONTACT EMAIL ADDRESS: _____ PHONE No.: _____

BUSINESS HOURS: _____

BUSINESS LEGAL STATUS: (circle one) CORPORATION / PARTNERSHIP / JOINT VENTURE / LLC

BUSINESS IS A: (circle one) PARENT / SUBSIDIARY / OTHER _____

DATE BUSINESS WAS ORGANIZED/INCORPORATED: _____

ADDRESS OF OFFICE WHERE WORK IS TO BE DONE FOR THIS PROJECT

(if different from address provided above):

INDIVIDUALS(S) AUTHORIZED TO MAKE REPRESENTATIONS FOR THE BIDDER:

| | | |
|--------------------|---------|------------------------|
| _____ | _____ | _____ |
| (First, Last Name) | (Title) | (Contact Phone Number) |

| | | |
|--------------------|---------|------------------------|
| _____ | _____ | _____ |
| (First, Last Name) | (Title) | (Contact Phone Number) |

| | | |
|--------------------|---------|------------------------|
| _____ | _____ | _____ |
| (First, Last Name) | (Title) | (Contact Phone Number) |

CONTACT'S SIGNATURE: _____ DATE: _____

PROPOSER QUALIFICATION STATEMENT

RFP#2014-09

The Bidder's/Proposer's response to this questionnaire will be utilized as part of the City's overall Bid/Proposal Evaluation to ensure that the Bidder/Proposer meets, to the satisfaction of the City of Doral, the minimum requirements for participating in this solicitation.

The following minimum experience is required for this project: refer to applicable sections 2.3 of this RFP.

ON THE FORM BELOW, BIDDER/PROPOSER MUST PROVIDE DETAILS FULFILLING ABOVE MINIMUM EXPERIENCE REQUIREMENTS. IT IS MANDATORY THAT BIDDERS USE THIS FORM IN ORDER TO INDICATE THAT THE MINIMUM EXPERIENCE REQUIREMENT IS MET. NO EXCEPTIONS WILL BE MADE.

| | | |
|----|-----------------------|-----------------------|
| 1. | Project Name/Location | _____ |
| | Owner Name | _____ |
| | Contact Person | _____ |
| | Contact Telephone No. | _____ |
| | Email Address: | _____ |
| | Yearly Budget/Cost | _____ |
| | Dates of Contract | From: _____ To: _____ |
| 2. | Project Name/Location | _____ |
| | Owner Name | _____ |
| | Contact Person | _____ |
| | Contact Telephone No. | _____ |
| | Email Address: | _____ |
| | Yearly Budget/Cost | _____ |

Dates of Contract From: _____ To: _____

3. Project Name/Location _____

Owner Name _____

Contact Person _____

Contact Telephone No. _____

Email Address: _____

Yearly Budget/Cost _____

Dates of Contract From: _____ To: _____

END OF SECTION

BUSINESS ENTITY AFFIDAVIT
(VENDOR / BIDDER/PROPOSER DISCLOSURE)

RFP #2014-09

I, _____, being first duly sworn state:

The full legal name and business address of the person(s) or entity contracting or transacting business with the City of Doral ("City") are (Post Office addresses are not acceptable), as follows:

FEDERAL EMPLOYER IDENTIFICATION NUMBER (IF NONE, SOCIAL SECURITY NUMBER)

Name of Entity, Individual, Partners, or Corporation

Doing business as, if same as above, leave blank

STREET ADDRESS SUITE CITY STATE ZIP CODE

OWNERSHIP DISCLOSURE AFFIDAVIT

1. If the contact or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows:

| <u>Full Legal Name</u> | <u>Address</u> | <u>Ownership</u> |
|------------------------|----------------|------------------|
| _____ | _____ | _____% |
| _____ | _____ | _____% |
| _____ | _____ | _____% |

2. The full legal names and business address of any other individual (other than subcontractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the City are (Post Office addresses are not acceptable), as follows:

Signature of Affiant

Date

Printed Name of Affiant

Sworn to and subscribed before me this ____ day of _____, 20 ____.

Personally known _____

OR

Produced identification _____

Notary Public-State of _____

Type of Identification

My commission expires: _____

Printed, typed, or stamped commissioned name of Notary Public

AMERICANS WITH DISABILITIES ACT (ADA)
DISABILITY NONDISCRIMINATION STATEMENT

RFP #2014-09

Title: _____

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR
OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the City Of Doral, Florida

by: _____
(print individual's name and title)

for: _____
(print name of entity submitting sworn statement)

whose business address
is: _____

and (if applicable) its Federal Employer Number (FEIN)
is: _____
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____ - _____ - _____.)

I, being duly first sworn state:

That the above named firm, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501 553.513, Florida Statutes:

The Rehabilitation Act of 1973, 229 USC Section 794;
The Federal Transit Act, as amended 49 USC Section 1612;
The Fair Housing Act as amended 42 USC Section 3601-3631.

SIGNATURE

Sworn to and subscribed before me this ____ day of _____, 20____.

Personally known _____

OR

Produced Identification _____

Notary Public- State of _____

My commission expires: _____

Printed, typed, or stamped commissioned name of Notary Public

NON-COLLUSION AFFIDAVIT
RFP # 2014-09

State of _____)

) SS

County of _____)

_____ being first duly sworn, deposes and says that:

(1) He/She/They is/are the _____

(Owner, Partner, Officer, Representative or Agent) of _____ the
BIDDER/PROPOSER that has submitted the attached RFP;

(2) He/She/They is/are fully informed respecting the preparation and contents of the attached RFP
and of all pertinent circumstances respecting such RFP;

(3) Such Bid/Proposal is genuine and is not a collusive or sham Proposal;

(4) Neither the said PROPOSER nor any of its officers, partners, owners, agents, representatives,
employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or
agreed, directly or indirectly, with any other PROPOSER, firm, or person to submit a collusive or sham
Proposal in connection with the Work for which the attached RFP has been submitted; or to refrain from
bidding in connection with such Work; or have in any manner, directly or indirectly, sought by
agreement or collusion, or communication, or conference with any PROPOSER, firm, or person to fix any
overhead, profit, or cost elements of the RFP or of any other PROPOSER, or to fix any overhead, profit,
or cost elements of the RFP Price or the RFP Price of any other PROPOSER, or to secure through any
collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any
person interested in the proposed Work;

(5) The price or prices quoted in the attached RFP are fair and proper and are not tainted by any
collusion, conspiracy, connivance, or unlawful agreement on the part of the PROPOSER or any other of
its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered

in the presence of:

By: _____

(Printed Name)

(Title)

ACKNOWLEDGMENT

State of Florida

County of _____

On this the _____ day of _____, 20____, before me, the undersigned Notary

Public of The State of Florida, personally appeared

_____ and

(Name(s) of individual(s) who appeared before notary) whose name(s) is/are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal.

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC:

SEAL OF OFFICE:

(Name of Notary Public: Print, Stamp, or Type as Commissioned.)

☐ Personally known to me, or

☐ Personally identification:

(Type of Identification Produced)

☐ DID take an oath,

or

☐ DID NOT take an oath.

OPTIONAL INFORMATION:

Type Of Document:

Number of Pages:

Number of Signatures Notarized:

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

RFP # 2014-09

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____
by _____
for _____ whose
business address is _____ and (if applicable)
its Federal Employer Identification number (FEIN) is _____ (IF the entity had no FEIN,
include the Social Security Number of the individual signing this sworn
statement: _____.

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any Bid or Contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Para. 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Para. 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or

2. Any entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executors, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prime facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Para. 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding Contract and which Bids or applies to Bid on Contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "persons" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY, CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

By: _____

(Printed Name) _____

(Title) _____

Sworn to and subscribed before me this _____ day of _____, 20__

Personally known _____ Or Produced
Identification _____ Notary Public - State of _____ My
Commission Expires _____

(Type of Identification)

(Printed, typed, or stamped commission name of notary public)

DRUG-FREE WORKPLACE PROGRAM

RFP # 2014-09

IDENTICAL TIE PROPOSALS – Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a proposals received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to a have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform Employees about the dangers of drug abuse in the workplace, the business' policy of maintaining drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a conditions of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

VENDOR'S SIGNATURE

NAME OF COMPANY

VENDOR PRINT NAME

COPELAND ACT ANTI-KICKBACK AFFIDAVIT
ITB # 2014-09

STATE OF _____ }

} SS:

COUNTY OF _____ }

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein proposed will be paid to any employees of the City of Doral, its elected officials, and _____ or its design consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: _____

Title: _____

Sworn and subscribed before this

_____ day of _____, 20____

Notary Public

(Printed Name)

My commission expires: _____

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

RFP# 2014-09

I, _____, _____
(Individual's Name) (Title)

of the _____, do hereby certify that
(Name of Company)

I have read and understand the Compliance with Equal Employment Opportunity requirements set forth under sub-section 2.30.3 of this document.

Attachment of this executed form, as such, is required to complete a valid bid.

Individual's Signature

DATE

CONE OF SILENCE CERTIFICATION

RFP#2014-09

I, _____, _____
(Individual's Name) (Title)

of the _____, do hereby certify that
(Name of Company)

I have read and understand the terms set forth under section 1.11 of this document titled 'Cone of Silence'.

Attachment of this executed form, as such, is required to complete a valid bid.

Individual's Signature

Date _____

TIE BIDS CERTIFICATION

RFP#2014-09

I, _____, _____
(Individual's Name) (Title)

of the _____, do hereby certify that
(Name of Company)

I have read and understand the requirements/procedures for Tie Proposals set forth under sub-section 2.30.5 of this document.

Attachment of this executed form, as such, is required to complete a valid proposal.

Individual's Signature

Date _____

PROPOSER'S CERTIFICATION
RFP #2014-09

I have carefully examined the Request for Proposal, Instructions to Bidders, General and/or Special Conditions, Vendor's Notes, Specifications, proposed agreement and any other documents accompanying or made a part of this Invitation to Bid.

I hereby propose to furnish the goods or services specified in the Request for Proposal. I agree that my Proposal will remain firm for a period of 365 days in order to allow the City adequate time to evaluate the Proposals.

I certify that all information contained in this Proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a Proposal for the same product or service; no officer, employee or agent of the City of Doral or any other Proposer is interested in said RFP; and that the undersigned executed this Proposers Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a bid/proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposal on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity , and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

Name of Business

By:

Sworn to and subscribed before me
this ____ day of _____, 20__

Signature

Name and Title, Typed or Printed

Mailing Address

City, State and Zip Code

Telephone Number

Notary Public

STATE OF _____

My Commission Expires

**CERTIFICATE OF AUTHORITY
(IF CORPORATION)**

STATE OF)
) SS:
COUNTY OF)

I HEREBY CERTIFY that a meeting of the Board of Directors of the

a Corporation existing under the laws of the State of _____,

held on _____, 20____, the following resolution was duly passed and adopted:

"RESOLVED, that, as President of the Corporation, be and is hereby authorized to execute the Proposal dated, _____, 20____, to the City of Doral and this Corporation and that their execution thereof, attested by the Secretary of the Corporation, and with the Corporate Seal affixed, shall be the official act and deed of this Corporation."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Corporation this _____, day of _____, 20____.

Secretary: _____

(SEAL)

**CERTIFICATE OF AUTHORITY
(IF PARTNERSHIP)**

STATE OF)
) SS:
COUNTY OF)

I HEREBY CERTIFY that a meeting of the Partners of the _____

_____ a Corporation existing
under the laws of the State of _____, held on _____, 20_____, the following resolution was duly
passed and adopted:

"RESOLVED, that, _____, as _____ of the Partnership, be and is hereby
authorized to execute the Proposal dated, _____ 20_____, to the City of Doral and this partnership
and that their execution thereof, attested by the _____ shall be the official
act and deed of this Partnership."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____, 20_____.

Secretary: _____

(SEAL)

**CERTIFICATE OF AUTHORITY
IF JOINT VENTURE**

STATE OF)
) SS:
COUNTY OF)

I HEREBY CERTIFY that a meeting of the Principals of
the _____

a corporation existing under the laws of the State of _____, held on _____,
20_____, the following resolution was duly passed and adopted:

"RESOLVED, that, _____ as _____ of the Joint Venture be
and is hereby authorized to execute the Proposal dated, _____ 20____,

to the City of Doral official act and deed of this Joint Venture."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____, 20_____.

Secretary: _____

(SEAL)

END OF SECTION

BID BOND

STATE OF FLORIDA)

)

COUNTY OF MIAMI-DADE)

KNOW ALL MEN BY THESE PRESENTS, that we, _____, as Principal, and _____, as Surety, are held and firmly bound unto the City of Doral, a municipal corporation of the State of Florida in the sum of _____ Dollars (\$ _____), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying Bid dated, _____ 20__ for: RFP #2014-09 Maintenance and Operation Services for Doral Trolley System Circulator

WHEREAS, it was a condition precedent to the submission of said Bid that a Bid Bond in the amount of five percent (5%) of the Base Bid be submitted with said Bid as a guarantee that the BIDDER would, if awarded the Contract, enter into a written Contract with the City for the performance of said Contract, within ten (10) consecutive calendar days after written notice having been given of the Award of the Contract.

NOW, THEREFORE, the conditions of this obligation are such that if the Principal within ten (10) consecutive calendar days after written notice of such acceptance, enters into a written Contract with the City of Doral and furnishes the Performance and Payment Bonds, satisfactory to the City, each in an amount equal to one hundred percent (100%) of the Contract Price, and provides all required Certificates of Insurance, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the City of Doral and the Surety herein agrees to pay said sum immediately, upon demand of the City, in good and lawful money of the United States of America, as liquidated damages for failure thereof of said Principal.

IN WITNESS WHEREOF, the above bonded parties have executed this instrument under their several seals this _____ day of _____, 20____, the name and the corporate seal of each corporate party being hereto affixed and these presents being duly signed by its undersigned representative.

IN PRESENCE OF:

(Individual or Partnership Principal) _____ (SEAL)

(Business Address)

(City/State/Zip)

(Business Phone)

ATTEST:

(Corporate Surety)* _____ Secretary

By: _____

*Impress Corporate Seal

IMPORTANT

Surety companies executing bonds must appear on the Treasury Department's most current list (circular 570 as amended) and be authorized to transact business in the State of Florida.

Signed, sealed and delivered

in the presence of:

_____ By: _____

(Printed Name)

(Title)

ACKNOWLEDGMENT

State of Florida

County of _____

On this the _____ day of _____, 20__, before me, the undersigned Notary
Public of the State of Florida, personally appeared

_____ and
(Name(s) of individual(s) who appeared before notary)

whose name(s) is/are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they
executed it.

WITNESS my hand
and official seal.

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC:

SEAL OF OFFICE:

(Name of Notary Public: Print, Stamp, or Type as Commissioned.)

☐ Personally known to me, or

☐ Personally identification:

(Type of Identification Produced)

☐ DID take an oath,

or

☐ DID NOT take an oath.

OPTIONAL INFORMATION:

Type Of Document: Number of Pages:

Number of Signatures Notarized:

END OF SECTION

FORM OF PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That, pursuant to the requirements of Florida Statute 255.05, we, _____, as Principal, hereinafter called Contractor, and _____, as Surety, are bound to the City of Doral, Florida, as Obligee, hereinafter called City, in the amount of _____ Dollars (\$_____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into a Contract, RFP#2014-09 , awarded the day of _____, 20__, with City for: Maintenance and Operation Services for Doral Trolley Circulator System, in accordance with drawings (plans) and specifications _____ which Contract is by reference made a part hereof, and is hereafter referred to as the Contract;

THE CONDITION OF THIS BOND is that if the Contractor:

1. Fully performs the Contract between the Contractor and the City for _____, as scheduled after the date of Contract commencement as specified in the Notice to Proceed and in the manner prescribed in the Contract; and bid specifications.
2. Indemnifies and pays City all losses, damages (specifically including, but not limited to, damages for delay and other consequential damages caused by or arising out of the acts, omissions or negligence of Contractor), expenses, costs and attorney's fees including attorney's fees incurred in appellate proceedings, that City sustains because of default by Contractor under the Contract; and
3. Upon notification by the City, corrects any and all defective or faulty Work or materials which appear within **ONE (1) YEAR**.
4. Performs the guarantee of all Work and materials furnished under the Contract for the time specified in the Contract, then this Bond is void, otherwise it remains in full force.

Whenever Contractor shall be, and declared by City to be, in default under the Contract, the City having performed City's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- 4.1 Complete the Contract in accordance with its terms and conditions; or
- 4.2 Obtain a Proposal or Proposals for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the best, lowest, qualified, responsible and responsive PROPOSER, or, if the City elects, upon determination by the City, and Surety jointly of the best, lowest, qualified, responsible and responsive PROPOSER, arrange for a Contract between such PROPOSER and City, and make available as Work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price." as used in this paragraph, shall mean the total amount payable by City to Contractor under the Contract and any amendments thereto, less the amount properly paid by City to Contractor.

No right of action shall accrue on this Bond to or for the use of any person or Corporation other than the City named herein.

The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect Surety's obligation under this Bond.

Signed and sealed this _____ day of _____, 20__.

WITNESSES: _____
(Name of Corporation)

By: _____

Secretary

(Signature and Title)

(CORPORATE SEAL)

(Type Name & Title signed above)

IN THE PRESENCE OF:

INSURANCE COMPANY:

By:

*(Agent and Attorney-in-Fact)

Address:

(Street)

Telephone No.: ()

* (Power of Attorney must be attached)

State of _____

County of _____

On this, the _____ day of _____, 20__, before me, the undersigned Notary Public of the State of _____, the foregoing instrument was acknowledged by _____ (name of Corporate officer), _____ (title), of _____ (name of Corporation), a _____ (state of corporation) corporation, on behalf of the corporation.

WITNESS my hand
and official seal

Printed, typed or stamped name of Notary Public exactly as
commissioned

- ☐ Personally known to me, or
- ☐ Produced identification:

☐ Did take an oath, or

☐ Did not take an oath

Bonded by:

FORM OF PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That, pursuant to the requirements of Florida Statute 255.05, we, _____, as Principal, hereinafter called Contractor, and _____, as Surety, are bound to the City of Doral, Florida, as Obligee, hereinafter called City, in the amount of _____ Dollars (\$) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into a Contract, RFP#2014-09, awarded the day of _____, 20__ , with the City for: Maintenance and Operation Services for the Doral Trolley Circulator System, in accordance with specifications prepared by the City of Doral which Contract is by reference made a part hereof, and is hereafter referred to as the Contract;

THE CONDITION OF THIS BOND is that if the Contractor:

1. Indemnifies and pays City all losses, damages (specifically including, but not limited to, damages for delay and other consequential damages caused by or arising out of the acts, omissions or negligence of Contractor), expenses, costs and attorney's fees including attorney's fees incurred in appellate proceedings, that City sustains because of default by Contractor under the Contract; and
2. Promptly makes payments to all claimants as defined by Florida Statute 255.05(1) supplying Contractor with all labor, materials and supplies used directly or indirectly by Contractor in the prosecution of the Work provided for in the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect subject, however, to the following conditions:
 - 2.1 A claimant, except a laborer, who is not in privity with the Contractor and who has not received payment for their labor, materials, or supplies shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the Work, furnish to the Contractor a

notice that they intend to look to the Bond for protection.

- 2.2 A claimant who is not in privity with the Contractor and who has not received payment for their labor, materials, or supplies shall, within ninety (90) days after performance of the labor, or after complete delivery of the materials or supplies, deliver to the Contractor and to the Surety, written notice of the performance of the labor or delivery of the materials or supplies and of the non-payment.
- 2.3 No action for the labor, materials, or supplies may be instituted against Contractor or the Surety unless the notices stated under the preceding paragraphs 2.1 and 2.2 have been given.
- 2.4 Any action under this Bond must be instituted in accordance with the Notice and Time Limitations provisions prescribed in Section 255.05(2), Florida Statutes.

The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect the Surety's obligation under this Bond.

Signed and sealed this _____ day of _____, 20__.

WITNESS:

By: _____

(Signature and Title)

(CORPORATE SEAL)

(Type Name and Title signed above)

WITNESS:

(Name of Corporation)

Secretary

By: _____
(Type Name and Title signed above)

IN THE PRESENCE OF;

INSURANCE COMPANY:

By: _____

*Agent and Attorney-in-Fact

Address: _____

(Street) _____

(City/State/Zip Code) _____

Telephone No.: (____) _____

* (Power of Attorney must be attached)

State of _____

County of _____

On this, the _____ day of _____, 20__, before me, the undersigned Notary Public of the State of _____, the foregoing instrument was acknowledged by _____ (name of corporate officer), _____ (title), of _____ (name of Corporation), a (state of corporation) corporation, on behalf of the corporation.

WITNESS my hand
and official seal

Notary Public, State of

Printed, typed or stamped name of Notary Public exactly as
commissioned

☐ Personally known to me, or

☐ Produced identification: _____

(type of identification produced)

☐ Did take an oath, or

☐ Did not take an oath

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as Principal in the foregoing Payment Bond; that _____, who signed the Bond on behalf of the Principal, was then _____ of said corporation; that I know his/her their signature; and his/her their signature thereto is genuine; and that said Bond was duly signed, sealed and attested to on behalf of said Corporation by authority of its governing body.

(CORPORATE SEAL)

(Name of Corporation)

**ACKNOWLEDGMENT OF CONFORMANCE
WITH OSHA STANDARDS**

To the City of Doral,

We _____, hereby acknowledge and
Prime Contractor

agree that we, as the Prime Contractor for City of Doral, **Maintenance and Operation Services for Doral Trolley Circulator System, RFP#2014-09**, as specified, have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970, and all State and local safety and health regulations, and agree to indemnify and hold harmless the City of Doral, against any and all liability, claims, damages losses and expenses they may incur due to the failure of :

(Subcontractor's Names)

to comply with such act or regulation.

CONTRACTOR

ATTEST

BY: _____

END OF SECTION

EXHIBIT "A"

OPERATION & PERFORMANCE STANDARDS AND SPECIFICATIONS

1. **Make:** Supreme Classic American, Hometown or Approved Equal
2. **Vehicle Type:** Trolley with Wood Bench Style Seating or Approved Equal
3. **Number of Vehicles Required to Operate:**

Min. Requirement of eight (8) vehicles in service with (2) backup vehicles
4. **Capacity:** Minimum of 25 passengers
5. **Power/Fuel type:** Bio-Diesel, Gasoline or Similar Approved Engine
6. **Accessibility:** Must meet ADA requirements for public transit vehicles
7. **Reliability Standards:** Any short-term vehicle provided by this Successful Proposer must not be more than five (5) years old when placed in service. New trolleys provided by the City must be maintained in excellent condition and remain in service for a minimum of ten (10) years. No more than 10 minutes late to first stop at the commencement of a scheduled route
8. **On-board amenities:** Vehicles provided by the Successful Proposer must have properly functioning air conditioning at all times while in service that maintain 75 degree ambient temperature. Driver seatbelts must be provided.
9. **Sign requirements:** The City requires availability of electric interior stop alert message board and electric destination signage
10. **Radio and Communication Equipment:** Two-way radios, GPS Devices On-Board All Vehicles
11. **Frequency of Headways (trips):** 30 – 60 minute intervals
12. **Total Platform Hours per Weekday:** Approx. 67 hours (5 vehicles running in service)
13. **Total Platform Hours per Saturday:** Approx. 24 hours (2 vehicles running in service)

14. Number of Routes: 3 with additional optional routes.

15. Service Delivery. The success of the Circulator Service is dependent upon the reliability and safety of the Service. The Successful Proposer shall operate the Service to achieve the following minimum Service standards:

- a) Headway coordination shall be accomplished to maintain at least thirty (30) minutes and no more than forty (40) minutes between vehicles during the peak period and no more than sixty (60) minutes between Vehicles in the off peak period; and adherence to scheduled times.
- b) Moving traffic violations received by any Successful Proposer Employee in conduct of the Service must be reported immediately (no later than the same day as the incident) to the City contract administrator or designee's name provided to the Successful Proposer. Upon the City's request, the Successful Proposer shall remove the Successful Proposer Employee receiving a moving violation from assignment to this Contract.
- c) No scheduled stops shall be skipped unless authorized by City, as a result of roadway detours or emergencies.

16. Climate Control. The Successful Proposer shall maintain in operating order heating and air-conditioning systems on all Vehicles to the following standards:

- a) Air-Conditioning/Heating System fully operational.
- b) No Vehicle shall be operated without a properly functioning air-conditioning or heating system.

17. Vehicle Condition. The Successful Proposer shall maintain the Vehicles at all times in safe working order and in a clean and presentable manner:

- a) All vehicles provided by the Successful Proposer must maintain exteriors uniform to the City of Doral standard color schemes.
- b) Successful Proposer shall remove all graffiti from the exterior and interior of the vehicles immediately or as soon as it is practical, but no later than the start of the next day's service. If the graffiti is offensive or vulgar and cannot be removed, that vehicle shall be taken out of service immediately.

c) All vehicles must be in excellent operating condition at all times. Minor body damage repairs, identified by the City as necessary shall be repaired as soon as possible, but not to exceed two (2) weeks, after notification to Successful Proposer, subject to the availability of OEM parts when needed.

d) Major body damage shall be repaired before returning the Vehicle to Service, not to exceed five (5) weeks out of Service, subject to the availability of OEM parts when needed.

e) Vehicles while in Service shall be kept free of trash and debris at all times.

f) Vehicle maintenance shall be performed to achieve the following standards:

- All legally required safety-related equipment shall be in working order at all times on the Vehicles that are performing Service.
- Vehicles shall pass inspection, if and when applicable.
- All maintenance records shall be complete and accurate, posted to permanent records within one (1) week, and contain no falsification of timeliness or description of repairs conducted.
- All mechanical/hydraulic Americans with Disabilities Act (ADA) lifts must be maintained in perfect operating condition at all times.

18. Customer Service/Hospitality. Operators will welcome passengers, be courteous, consistently demonstrate positive, friendly approach, and respond to questions and concerns to the best of their ability. Operators must notify passengers of upcoming stops and make an announcement at each stop.

Performance will be monitored by the City through customer surveys, communication with supervisors, and individual spot-checks.

19. Public Comments/Complaints. It shall be an objective of the Successful Proposer to limit bona fide complaints from the public, concerning the Successful Proposer's performance of services to five (5) per one hundred (100) passengers per month. Complaints received by the City will be forwarded to the Successful Proposer for handling. The Successful Proposer will research the complaint and respond to the City in writing within seventy-two (72) hours of

receipt of the complaint. The Successful Proposer will provide a step-by-step disciplinary procedure in the Operator's Handbook to handle complaints about service provided by the Operators.

20. Operator Uniforms. At all times while performing their duties, vehicle operators, supervisors, and trainers must maintain a clean and neat appearance, and must be in the approved uniform inspected by the Successful Proposer. Every employee must also adhere to a code of personal grooming and hygiene established by the Successful Proposer.

21. Drug and Alcohol Policy. The Successful Proposer must have a drug and alcohol policy in place that meets all federal, state and local policy requirements.

Determination of Non-Performance

1. Notice to Successful Proposer. Upon determination by the City of a failure to meet an established performance measure, a written notification will be delivered to the Successful Proposer. Liquidated damages will not be applied without the Successful Proposer receiving a written notice specifying the issue and detailing the time and nature of the occurrence.

2. Adjustments. In the event that the Successful Proposer fails to meet any performance standard established under this Contract, and fails to take satisfactory corrective action(s) within the time limits established under this Contract, adjustments in the City payments to the Successful Proposer will be made as described below:

The Successful Proposer and the City agree to the following schedule of liquidated damages for specific items of non-performance as specified below because actual damages are difficult to ascertain. Therefore, the amounts are established as liquidated damages, and not as a forfeiture or penalty, for the Successful Proposer's failure to comply with the specified terms and provisions. With prior notice to the Successful Proposer, the City reserves the right to change the amount of liquidated damages imposed for specific items of nonperformance and reserves the right to add or delete specific items of non-performance.

a) **Service Delivery.** Failure to achieve the performance standards, arriving more than 10 minutes late to the first stop at the commencement of the scheduled route:

\$100 per event

- b) Skipped Stops: \$50 per stop
- c) Climate Control. Failure to achieve the performance standards described:
\$100 per day per Vehicle
- d) Vehicle Condition. Failure to achieve the following performance standards per occurrence:

| | |
|------------------------------------|-----------------|
| Graffiti | \$25 per event |
| Minor Body Damage | \$25 per event |
| Major Body Damage | \$100 per event |
| Safety Equipment | \$25 per event |
| Vehicle Inspection (if applicable) | \$50 per event |
| Vehicle Maintenance | \$25 per event |
| Trash & Debris | \$25 per event |
- e) Reporting Requirements. Failure to submit clear and accurate reports as specified herein:

| | |
|-------------------|----------------|
| Accident/Incident | \$25 per event |
|-------------------|----------------|
- f) Uniforms. Failure to achieve this performance standard:

| | |
|----------------------|----------------|
| Doral Shirt Uniforms | \$25 per event |
|----------------------|----------------|
- g) Customer complaints. Failure to achieve the performance standards:
- h) Service interruption. \$100 per hr. per vehicle
- i) No service provided for full route. \$2000 per day per vehicle

EXHIBIT B

INSURANCE REQUIREMENTS

MAINTENANCE & OPERATION FOR TROLLEY CIRCULATOR SYSTEM

I. Commercial General Liability

A. Limits of Liability

Bodily Injury & Property Damage Liability

Each Occurrence \$1,000,000

Policy Aggregate \$2,000,000

Personal & Advertising Injury \$1,000,000

Products & Completed Operations \$1,000,000

B. Endorsements Required

City of Doral listed as an additional insured

Contingent & Contractual Liability

Premises and Operations Liability

Primary Insurance Clause Endorsement

II. Business Automobile Liability

A. Limits of Liability

Bodily Injury and Property Damage

Combined Single Limit

Any Auto/Owned Autos or Scheduled Autos

Including hired and Non Owned Autos

Any One Accident \$1,000,000

B. Endorsements Required

City of Doral listed as an additional insured

- III. **Workers Compensation**
Statutory- State of Florida
Waiver of Subrogation

Employer's Liability

- A. Limits of Liability
\$1,000,000 for bodily injury caused by an accident, each accident
\$1,000,000 for bodily injury caused by disease, each employee
\$1,000,000 for bodily injury caused by disease, policy limit

IV. **Umbrella/Excess Liability (Excess Follow Form)**

- A. Limits of Liability
Each Occurrence \$5,000,000
Policy Aggregate \$5,000,000

- B. Endorsements Required
City of Doral listed as an additional insured

V. **Crime Coverage** \$100,000

- A. Endorsements Required
City of Doral listed as Loss Payee

VI. **Auto Physical Damage**

- A. Comprehensive/Collision Deductible \$5,000

- B. Endorsements Required
City of Doral listed as loss payee

The above policies shall provide the City of Doral with written notice of cancellation or material change from the insurer in accordance to policy provisions.

Companies authorized to do business in the State of Florida with the following qualifications shall issue all insurance policies required above:

The Company must be rated no less than “A-” as to management, and no less than “Class V” as to financial strength, by the latest edition of Best Insurance Guide published by A.M. best Company, or its equivalent. All policies or certificates of insurance are subject to review and verification by Risk Management.

EXHIBIT C

DORAL TROLLEY MAP

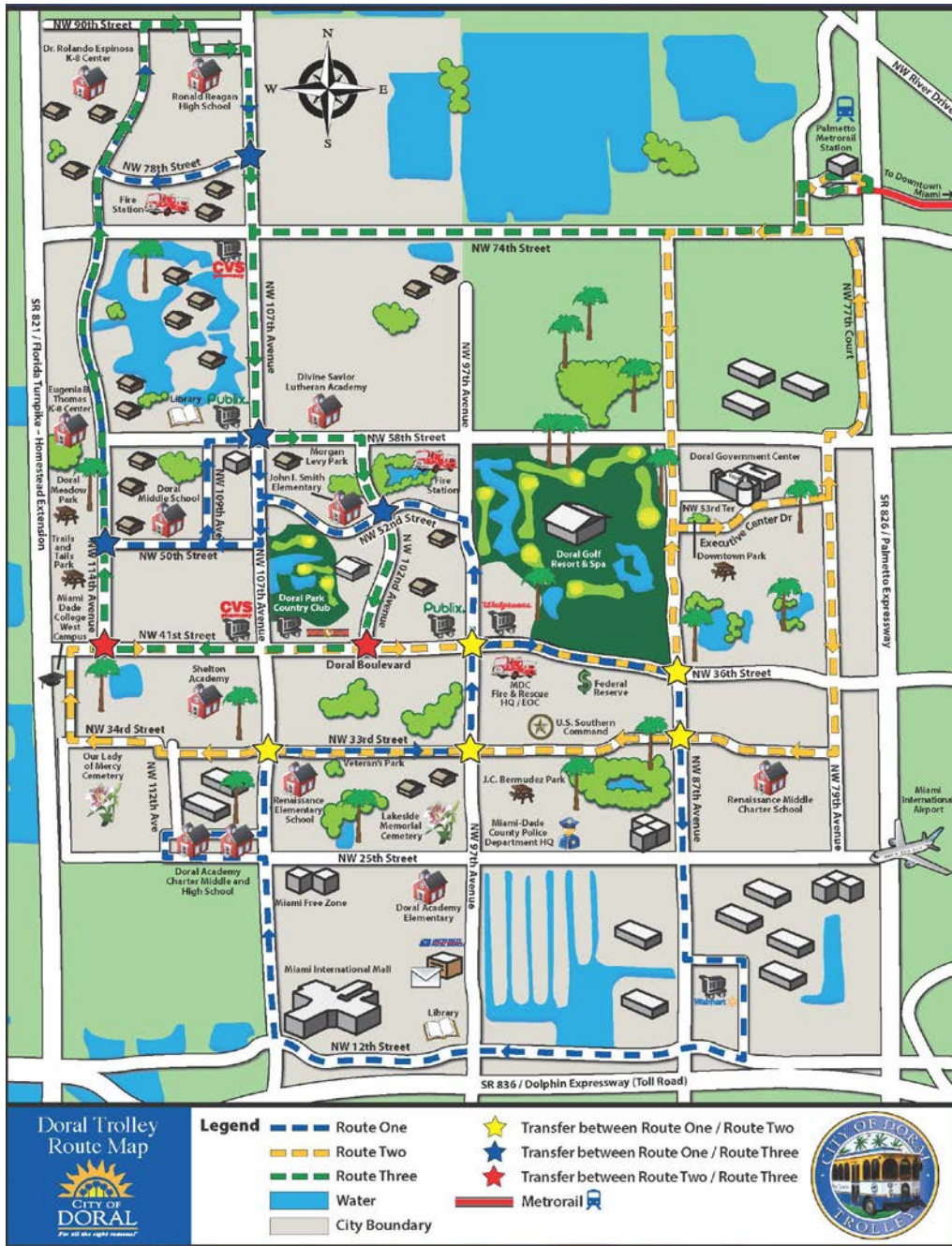


EXHIBIT D
CONTRACT AGREEMENT

SECTION 1 – PUBLIC ENTITY CRIMES

Pursuant to the provisions of paragraph (2) (a) of Section 287.133, Florida State Statutes - "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a Contract to provide any goods or services to a public entity, may not submit a Bid on a Contract with a public entity for the construction or repair of a public building or public Service, may not submit bids on leases of real property to a public entity, may not be awarded to perform Service as a Contractor, supplier, Subcontractor, or Consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount Category Two of Sec. 287.017, FS for thirty six months from the date of being placed on the convicted vendor list".

CONFLICTS OF INTEREST

The award of any contract hereunder is subject to the provisions of Chapter 112, Florida State Statutes. BIDDER's must disclose with their Bids, the name of any officer, director, partner, associate or agent who is also an officer or employee of the City of Doral or its' agencies.

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a) FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted

to _____

by _____

for _____

whose business address is _____

and (if applicable) its Federal Employer Identification number (FEIN)

is _____ (IF the entity had no FEIN, include the Social Security Number of the individual signing this sworn statement: _____).

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any Bid or Contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Para. 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Para. 287.133(1)(a), Florida Statutes, means:

4.1. A predecessor or successor of a person convicted of a public entity crime; or

4.2. Any entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executors, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prime facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Para. 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding Contract and which Bids or applies to Bid on Contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "persons" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO

ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY, CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

By: _____

(Printed Name) _____

(Title) _____

Sworn to and subscribed before me this _____ day of _____, 2014

Personally known _____

Or Produced Identification _____ Notary Public - State of _____

My Commission Expires _____

(Type of Identification)

(Printed, typed, or stamped commission name of notary public)

SECTION 2 – ACKNOWLEDGMENT OF CONFORMANCE WITH OSHA STANDARDS

To the City of Doral

We (Prime Contractor) _____, hereby acknowledge and agree that we, as the Prime Contractor for City of Doral, Maintenance and Operation Services for Doral Trolley Circulator System RFP#2014-09, as specified, have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970, and all State and local safety and health regulations, and agree to indemnify and hold harmless the City of Doral, against any and all liability, claims, damages losses and expenses they may incur due to the failure of:

(Subcontractor's Names)

to comply with such act or regulation.

CONTRACTOR

ATTEST

BY

SECTION 3 – NOTICE OF AWARD

TO: _____

PROJECT DESCRIPTION: City of Doral Maintenance and Operation Services for Doral Trolley Circulator System, RFP#2014-09 in accordance with Contract Documents as prepared by the City

and

The CITY has considered the Bid submitted by you for the above described SERVICES in response to its Advertisement for Bid and Instruction to BIDDERS.

You are hereby notified that your Bid has been accepted for the City of Doral Maintenance and Operation Services for Doral Trolley Circulator System, RFP#2014-09.

You are required by the Instruction to BIDDER's to execute the Agreement and furnish the required CONTRACTOR'S Performance Bond, Payment Bond, Fidelity Bond and Certificates of Insurance within ten (10) days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said Bonds and Insurance within ten (10) days from the date of this Notice, said CITY will be entitled to disqualify the Bid, revoke the award and retain the Bid Security.

BY: _____

NAME: Joe Carollo

TITLE: CITY MANAGER

Dated this _____ day of _____, 2014.

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by

this the _____ day of _____, 2014

BY: _____

NAME: _____

TITLE: _____

You are required to return an acknowledged copy of this Notice of Award to the CITY.

SECTION 4 – AGREEMENT

THIS AGREEMENT, made and entered into on this _____ day of _____, 2014,
by and between _____ Party of the First Part, and The City of
Doral, Party of the Second Part:

W I T N E S E T H:

That, the First Party, for the consideration hereinafter fully set out, hereby agrees with the
Second Party as follows:

1. That the First Party shall furnish all the materials, and perform all of the Service in manner
and form as provided by the following enumerated Specifications and Documents, which are
attached hereto and made a part hereof, as if fully contained here in RFP #2014-09 and
Contractors bid submittal.
2. That the First Party shall commence the Services to be performed under this Agreement on a
date to be specified in a written order of the Second Party and shall carry out and complete all
Services hereunder within the length of time stipulated in the Order.
3. That the Second Party hereby agrees to pay to the First Party for the faithful performance of
this Agreement, subject to additions and deductions as provided in the Bid Form, in lawful
money of the United States, at _____ per hour (\$_____/hr) for an
amount not to exceed \$_____ + 10% contingency per year (approximately
\$_____ per year) for 5 years which is approximately \$_____ for
maintenance and operation of the Doral Transit System.
4. That the Second Party shall make monthly payments to the First Party on the basis of a duly
certified and approved estimate of Service performed during each calendar month by the First
Party.

5. That upon submission by the First Party of evidence satisfactory to the Second Party that all maintenance, operations, and other costs incurred by the First Party in connection with the provision of the Services have been successfully carried out, payment to First Party of this Agreement shall be made within 15 days after the completion by the First Party of all Services covered by this Agreement and the acceptance of such Services by the Second Party for the payment period.

6. It is further mutually agreed between the parties hereto that if, at any time after the execution of this Agreement and the Surety Bond hereto attached for its faithful performance and payment, the Second Party shall deem the Surety or Sureties upon such bond to be unsatisfactory, or if, for any reason such bond ceases to be adequate to cover the performance of the Services, the First Party shall, at its expense within 5 days after the receipt of notice from the Second Party so to do, furnish an additional bond or bonds in such form and amount and with such Surety or Sureties as shall be satisfactory to the Second Party. In such event, no further payment to the First Party shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the Services shall be furnished in manner and form satisfactory to the Second Party.

7. No additional Services or extras shall be done unless the same shall be duly authorized by appropriate action (in writing) by the Party of the Second Part.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and date first above written, in three (3) counterparts, each of which shall, without proof or accounting for the other counterpart be deemed an original Contract.

WITNESSES: CONTRACTOR:

_____ BY: _____

_____ NAME: _____

or Corporate Seal TITLE: _____

OWNER: City of Doral:

BY: _____

NAME: Joe Carollo

TITLE: City Manager

AUTHENTICATION:

BY: _____

NAME: Barbara Herrera

TITLE: CITY CLERK

APPROVED AS TO FORM:

BY: _____

NAME: John Herin

TITLE: CITY ATTORNEY

SECTION 5 – NOTICE TO PROCEED

TO: _____ DATE: _____

PROJECT DESCRIPTION: Maintenance and Operation Services for Doral Trolley for Doral Trolley Circulator System, in accordance with Contract Documents as prepared by The City of Doral.

You are hereby notified to commence the attached Scope of Services in accordance with the Agreement dated _____, on or before _____. This service is to be rendered for an initial term of five (5) years with both parties being in total and full agreement or the contractor shall be subject to the general provisions and liquidated damages clause of the Agreement. The cost to perform the attached Scope of Service shall not exceed \$_____ for five (5) years of operations and maintenance services.

City of Doral

BY: _____

NAME: Joe Carollo

TITLE: CITY MANAGER

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by

day of _____, 2014.

BY: _____

NAME: _____

TITLE: _____

SECTION 6 – SUPPLEMENTAL GENERAL CONDITIONS

ARTICLE I – DEFINITION

Wherever used in these General Conditions or in the other Contract Documents, the following terms shall have the meaning indicated which shall be applicable to both the singular and plural thereof:

Acceptance: By the CITY of the Services as being fully complete in accordance with the Contract Documents subject to waiver of claims.

Agreement: The written Agreement between the CITY and the CONTRACTOR covering the Services to be performed, which includes the Contract Documents.

Approved: Means services considered right or good and consented formally or officially by the CITY.

Bonds: Bid, performance and payment bonds and other instruments of security, furnished by the CONTRACTOR and their surety in accordance with the Contract Documents and in accordance with the law of the State of Florida.

Change Order: A written order to the CONTRACTOR signed by the CITY authorizing an addition, deletion or revision in the Service, or an adjustment in the Contract Price or the Contract Time issued after execution of the Agreement.

CITY: City of Doral, 8401 NW 53rd Terrace Doral, Florida 33166.

Contract Documents: Contract Documents shall include RFP #2014-09 by City, CONTRACTOR'S Bid, the Bonds, the Notice of Award, these General Conditions, Notice to Proceed, Insurance Certificates, Change Orders and Acknowledgment of Conformance with the City of Doral.

Contract Price: The total moneys payable to the CONTRACTOR under the Contract Documents.

Contract Time: The number of calendar days stated in the Agreement for the completion of the Service.

Contracting Officer: The individual who is authorized to sign the contract documents on behalf of the CITY'S Governing body.

CONTRACTOR: The person, firm or corporation with whom the CITY has executed the Agreement.

Day: A calendar day of twenty-four hours measured from midnight to the next midnight.

Field Order: A written order issued by the CITY which clarifies or interprets the Contract Document.

Modification: Shall constitute:

(a) A written amendment of the Contract Documents signed by both parties,

(b) A Change Order,

(c) A written clarification or interpretation if issued by the CITY, or

(d) A written order for minor change or alteration in the Service issued by the CITY. A modification may only be issued after execution of the Agreement.

Notice of Award: The written notice by CITY to the apparent successful BIDDER stating that upon compliance with the conditions precedent to be fulfilled by him within the time specified, CITY will execute and deliver the Agreement to him.

Notice to Proceed: A written notice given by CITY to CONTRACTOR fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform their obligations under the Contract Documents.

Project: The entire Project to be performed as provided in the Contract Documents.

Maintenance and Operations Observer: An authorized representative of the CITY assigned to observe the Services performed and materials furnished by the CONTRACTOR or such other

person as may be appointed by the CITY as his representative. The CONTRACTOR shall be notified in writing of the identity of this representative.

Samples: Physical examples which illustrate materials, equipment or workmanship and establish standards by which the Service will be judged.

Subcontractor: An individual, firm or corporation having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Service at the site.

Supplier: Any person or organization who supplies materials or equipment for the Services, including that fabricated to a special design, but who does not perform labor at the site.

Surety: The corporate body which is bound with the CONTRACTOR and which engages to be responsible for the CONTRACTOR and their acceptable performance of the Services.

Service: Any and all obligations, duties and responsibilities necessary to the successful completion of the Project assigned to or undertaken by CONTRACTOR under the Contract Documents, including all labor, materials, equipment and other incidentals, and the furnishing thereof.

Written Notice: The term "Notice" as used herein shall mean and include all written notices, demands, instructions, claims, approvals and disapproval's required to obtain compliance with Contract requirements. Written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or to an authorized representative or such individual, firm, or corporation, or if delivered at or sent by registered mail to the last business address known to them who gives the notice. Unless otherwise stated in writing, any notice to or demand upon the CITY under this Contract shall be delivered to the CITY.

ARTICLE 2 – PRELIMINARY MATTERS

Execution of Agreement

2.1 At least three (3) counterparts of the Agreement, the Performance and Payment Bond, the Certificates of Insurance and such other Documents as required by the Contract Documents

shall be executed and delivered by CONTRACTOR to the CITY within ten (10) calendar days of receipt of the Notice of Award.

Forfeiture of Bid Security/Performance and Payment Bond

2.2 Each Bond shall be in the amount of one hundred percent (100%) of the Contract Price guaranteeing to CITY the completion and performance of the Service covered in such Contract as well as full payment of all suppliers, material man, laborers, or Subcontractors employed pursuant to this Project. Each Bond shall be with a Surety company meeting the qualifications described herein.

2.3 Each Bond shall continue in effect for one and one half (1½) years after final completion and acceptance of the Service with the liability equal to one hundred percent (100%) of the Contract Sum. The Performance Bond shall be conditioned that CONTRACTOR will, upon notification by CITY, correct any defective or faulty Service or materials which appear within one and one half (1 ½) years after final completion of the Contract.

2.4 Pursuant to the requirements of Section 255.05(1), Florida Statutes the CONTRACTOR shall ensure that the Bond(s) referenced above shall be recorded in the public records of Dade County and Provide CITY with evidence of such recording.

2.5 Each Bond must be executed by a surety company authorized to do business in the State of Florida as a surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for at least five (5) years.

2.6 The surety company shall hold a current certificate of authority as acceptable surety on federal bonds in accordance with the United States Department of Treasury Circular 570, current Revisions.

2.7 Failure of the successful BIDDER to execute and deliver the Agreement and deliver the required bonds and Insurance Certificates as stipulated herein shall be cause for the CITY to annul the Notice of Award and declare the Bid and any security therefore forfeited.

Contractor's Pre-Start Representation

2.8 CONTRACTOR represents that they have familiarized themselves with, and assumes full responsibility for having familiarized themselves with the nature and extent of the Contract Documents, Service, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that may in any manner affect performance of the Service, and represents that they have correlated their study and observations with the requirements of the Contract Documents. CONTRACTOR also represents that they have studied all surveys and investigations reports of subsurface and latent physical conditions referred to in the specifications and made such additional surveys and investigations as they deem necessary for the performance of the Service in the Contract Documents and that they have correlated the results of all such data with the requirements of the Contract Documents. Additional monies will not be paid, over and above the CONTRACT amount, in the event rock is encountered.

Commencement of Contract Time

2.9 The Contract Time will commence to run on the date the Agreement is executed and continue to run consecutively for the period of FIVE (5) YEARS with the potential for (2) additional one-year extensions. No extension of time will be given unless stated in writing.

Starting the Project

2.10 CONTRACTOR shall start to perform their obligations under the Contract Documents on the date stipulated in the Notice to Proceed (NTP). No Service shall be done at the site prior to the date on which the NTP commences to run, except with the written consent of the CITY. No service will be done on Saturday, Sunday or Holiday's without written consent of the CITY or after the end of the normal business day unless prior approval is given by the City in writing.

Before Starting Contract

2.11 Before undertaking each part of the Services, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements which shall be approximate. The Contractor shall field verify utility locations and notify the City of any conflicts so that the conflict is avoided prior to the beginning of construction. Any modifications to the proposed service, once construction has begun, will be at no cost to the City.

Schedule of Completion

2.12 Within ten (10) days after delivery of the Notice to Proceed, the CONTRACTOR will submit to the CITY, a Schedule defining hours and/or days required to complete each section of service as outlined.

2.13 Within ten (10) days after delivery of the executed Agreement by CITY to CONTRACTOR, but before starting the Service, a pre-service conference will be held to review the above schedules, and provide procedures for processing Applications for Payment, and to establish a working understanding between the parties as to the Project. Present at the conference will be the CITY representative, and the CONTRACTOR.

Liquidated damages

2.14 Upon failure of CONTRACTOR to carryout the Service within the time specified for operations, (plus approved extensions if any) CONTRACTOR shall pay to the CITY the sum as specified in EXHIBIT A of RFP #2014-09, as fixed and agreed liquidated damages and not as a penalty. Liquidated damages are hereby fixed and agreed upon between the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by the CITY as a consequence of such delay and both parties desiring to obviate any question of dispute concerning the amount of said damages and the cost and effect of the failure of CONTRACTOR to complete the Contract on time. Regardless of whether or not a single Contact is involved, the above-stated liquidated damages shall apply separately to each portion of the Service for which a time of completion is given. The CITY shall have the right to deduct from and retain out of moneys which may be then due or which may become due and payable to CONTRACTOR, the amount of such liquidated damages, the CONTRACTOR shall pay in full such liquidated damages.

ARTICLE 3 – CORRELATION, INTERPRETATION AND INTENT OF CONTRACT DOCUMENTS

3.1 It is the intent of the Supplemental General Provisions to describe a complete Project to be carried out in accordance with the Contract Documents. The Contract Documents comprise the entire Agreement between the CITY and the CONTRACTOR. They may be altered only by a Modification.

3.2 The Contract Documents are complementary; what is called for by one is as binding as if called for by all. If CONTRACTOR finds a conflict, error or discrepancy in the Contract

Documents, they shall call it to the City's attention in writing at once and before proceeding with the Service affected thereby; however, they shall not be liable to CITY for their failure to discover any conflict, error or discrepancy in the Contract Documents. The various Contract Documents shall be given precedence in case of conflict, error or discrepancy, as follows: Change Orders, Supplemental General Conditions, Agreement Modifications, Addenda, Special Conditions, Instructions to BIDDERS, and General Conditions. If the requirements of other Contract Documents are more stringent than those of the Supplemental General Conditions, the more stringent requirements shall apply.

3.3 The Services of all trades under this Contract shall be coordinated by the CONTRACTOR in such manner as to obtain the best service possible for the entire Project, and all components of the Services shall be installed or erected in accordance with the best practices of the particular trade.

ARTICLE 4 – DORAL TRANSIT SYSTEM ROUTES AND SCHEDULES

Operation Routes

4.1 The CITY will plan, as indicated in the Contract Documents, the routes upon which the Service is to be carried out and such other routes which are designed for the use of the CONTRACTOR. Modifications for fixed schedules or routes or permanent changes to fixed schedules or routes will be planned and issued to the Contractor by the CITY unless otherwise specified in the Contract Documents.

ARTICLE 5 – INSURANCE

Contractor's Liability Insurance

5.1 CONTRACTOR shall provide and maintain in force until all the Services to be performed under this Contract has been completed and accepted by City (or for such duration as is otherwise specified hereinafter), the insurance coverage set forth:

5.2 Before starting the Service, the CONTRACTOR will file with the CITY certificates of such insurance, acceptable to the CITY; these certificates shall contain a provision that the coverage afforded under the policies will not be canceled or materially changed until at least thirty (30)

days prior written notice has been given to the CITY by certified mail. The CITY shall be named as an additional insured on the above-referenced policies.

5.3 The CONTRACTOR agrees that if any part of the Services under the Contract is sublet, they will require the Subcontractor(s) to carry insurance as required, and that they will require the Subcontractor(s) to furnish to them insurance certificates similar to those required by the CITY in 5.1 above.

Cancellation and Re-Insurance

5.4 If any insurance should be canceled or changed by the insurance company or should any insurance expire during the period of this contract, the CONTRACTOR shall be responsible for securing other acceptable insurance to provide the coverage specified in this section to maintain coverage during the life of this Contract.

5.5 All deductibles must be declared by the CONTRACTOR and must be approved by the CITY. At the option of the CITY, either the CONTRACTOR shall eliminate or reduce such deductible or the CONTRACTOR shall procure a Bond, in a form satisfactory to the CITY, covering the same.

ARTICLE 6 – CONTRACTOR’S RESPONSIBILITIES

Concerning Subcontractors

6.1 The CONTRACTOR will not employ any Subcontractor, against whom the CITY may have reasonable objection, nor will the CONTRACTOR be required to employ any Subcontractor who has been accepted by the CITY, unless the CITY determines that there is good cause for doing so.

6.2 The CONTRACTOR shall be fully responsible for all acts and omissions of their Subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that they are responsible for the acts and omissions of persons directly employed by them. Nothing in the Contract Documents shall create any contractual relationship between CITY and any Subcontractor or other person or organization having a direct contract with CONTRACTOR, nor shall it create any obligation on the part of CITY to pay or to see to payment of any persons due any Subcontractor or other person or organization, except as may otherwise be required by

law. CITY may furnish to any Subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to the CONTRACTOR on account of specified Service done in accordance with the schedule values.

6.3 The divisions and sections of the Specifications and the identifications of any Drawings shall not control the CONTRACTOR in dividing the Service among Subcontractors or delineating the Service performed by any specific trade.

6.4 The CONTRACTOR agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the CITY.

6.5 All Service performed for the CONTRACTOR by a Subcontractor shall be pursuant to an appropriate agreement between the CONTRACTOR and the Subcontractor.

6.6 The CONTRACTOR shall be responsible for the coordination of the trades, Subcontractors and material and men engaged upon their Service.

6.6.1 The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the Service to bind Subcontractors to the CONTRACTOR by the terms of these General Conditions and other Contract Documents insofar as applicable to the Service of Subcontractors, and give the CONTRACTOR the same power as regards to terminating any subcontract that the CITY may exercise over the CONTRACTOR under any provisions of the Contract Documents.

6.6.2 The CITY will not undertake to settle any differences between the CONTRACTOR and their Subcontractors or between Subcontractors.

6.6.3 If in the opinion of the CITY, any Subcontractor on the Project proves to be incompetent or otherwise unsatisfactory, they shall be promptly replaced by the CONTRACTOR if and when directed by the CITY in writing.

Laws and Regulations

6.7 The CONTRACTOR will give all notices and comply with all laws, ordinances, rules and regulations applicable to the Service. If the CONTRACTOR observes that the Specifications or Drawings are at variance therewith, they will give the CITY prompt written notice thereof, and

any necessary changes shall be adjusted by an appropriate modification. If the CONTRACTOR performs any Service knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the CITY, they will bear all costs arising wherefrom; however, it shall not be their primary responsibility to make certain that the Drawings and Specifications are in accordance with such laws, ordinances, rules and regulations.

Taxes

6.8 Cost of all applicable sales consumers, use, and other taxes for which the CONTRACTOR is liable under the Contract shall be included in the Contract Price stated by the CONTRACTOR.

Safety and Protection

6.9 The CONTRACTOR will be responsible for initiating, maintaining and supervising all safety precautions and programs. They will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to:

6.9.1 All employees and other persons, whom may be affected thereby,

6.9.2 All the Services and all materials or equipment to be incorporated therein, whether in storage on or off the service area, and

6.9.3 Other property at the service area or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

6.10 The CONTRACTOR will designate a responsible member of their organization at the site whose duty shall be the prevention of accidents. This person shall be the CONTRACTOR'S Superintendent unless otherwise designated in writing by the CONTRACTOR to the CITY.

Emergencies

6.11 In emergencies affecting the safety of persons or the Service or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the CITY, is obligated to act, at their discretion, to prevent threatened damage, injury or loss. They will

give the CITY prompt written notice of any significant changes in the Service or deviations from the Contract Documents caused thereby. If the CONTRACTOR believes that additional Service done by them in an emergency which arose from causes beyond their control entitles them to an increase in the Contract Price or an extension of the Contract Time, they may make a claim therefore as provided in articles 11 and 12.

6.12 The CONTRACTOR will also submit to the CITY for review, with such promptness as to cause no delay in Service, all samples and photographs required by the Contract Documents. All samples and photographs will have been checked by and stamped with the approval of the CONTRACTOR, identified clearly as to material, manufacturer, any pertinent catalog numbers and the use for which intended.

6.13 At the time of each submission the CONTRACTOR will in writing call the CITY'S attention to any deviations that the Photographs or sample may have from the requirements of the Contract Documents.

6.14 The CITY will review with responsible promptness Photographs and Samples, but their review shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents. The CONTRACTOR will make any corrections required by the CITY and will return the required number of corrected copies of Photographs and resubmit new samples until the review is satisfactory to the CITY.

6.15 No Service requiring a Photograph or sample submission shall be commenced until the submission has been reviewed by the CITY. A copy of each Photograph and each approved sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the CITY.

6.16 The CITY'S review of Photographs or samples shall not relieve the CONTRACTOR from their responsibility for any deviations from the requirements of the Contract Documents unless the CONTRACTOR has in writing called the CITY'S attention to each deviation at the time of submission and the CITY has given written approval to the specific deviation, nor shall any review by the CITY relieve the CONTRACTOR from responsibility for supplying the plant material as specified

Public Convenience and Safety

6.17 The CONTRACTOR shall, at all times, conduct the Service in such a manner as to insure the least practicable obstruction to public travel. The convenience of the general public and of the residents along and adjacent to the area of Service shall be provided for in a satisfactory manner, consistent with the operation and local conditions.

Indemnification

6.18 In consideration of the separate sum of twenty-five dollars (\$25.00) and other valuable consideration, the CONTRACTOR shall indemnify and save harmless the CITY, its officers, agents and employees, from or on account of any injuries or damages, received or sustained by any person or persons during or on account of any operations connected with the construction of this Project, or by or in consequence of any negligence (excluding negligence of CITY, in connection with the same; or by use of any improper materials or by or on account of any act or omission of the said CONTRACTOR or his Subcontractor, agents, servants or employees. The CONTRACTOR will indemnify and hold harmless the CITY and their agents or employees from and against all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the performance of the Service, provided that any such claim damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than Service itself) including the loss of use resulting wherefrom and (b) is caused in whole or in part by any negligent act or omission of the CONTRACTOR, Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder. In the event that a court of competent jurisdiction determines that Sec. 768.28, 725.06 (2), F.S. is applicable to this Service, then in lieu of the above provisions of this section 6.18 the parties agree that CONTRACTOR shall indemnify and hold harmless CITY, their officers and employees, to the fullest extent authorized by Sec. 768.28, 725.06 (2) F.S., which statutory provisions shall be deemed to be incorporated herein by reference as if fully set forth herein.

6.19 In the event that any action or proceeding is brought against CITY by reason of any such claim or demand, CONTRACTOR, upon written notice from CITY shall defend such action or

proceeding by counsel satisfactory to CITY. The indemnification provided above shall obligate CONTRACTOR to defend at its own expense or to provide for such defense, at CITY'S option, any and all claims of liability and all suits and actions of every name and description that may be brought against CITY, excluding only those which allege that the injuries arose out of the sole negligence of CITY, which may result from the operations and activities under this Contract whether the construction operations be performed by CONTRACTOR, its Subcontractors or by anyone directly or indirectly employed by either.

6.20 The obligations of the CONTRACTOR shall not extend to the liability of the CITY, their agents or employees arising out of (a) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications or (b) the giving of or the failure to give directions or instructions by the CITY, their agents or employees provided such giving of failure to give is the primary cause of injury or damage. These indemnification provisions shall survive the term of this Contract.

ARTICLE 7 – CITY'S RESPONSIBILITIES

7.1 The CITY will issue all communications to the CONTRACTOR.

7.2 The CITY will furnish the data required of them under the Contract Documents promptly.

ARTICLE 8 – CHANGE OF CONTRACT PRICE

8.1 The Contract Price constitutes the total compensation payable to the CONTRACTOR for performing the Services. All duties, responsibilities and obligations assigned to or undertaken by the CONTRACTOR shall be at their expense without changing the Contract Price.

8.1.1 The CITY may, at any time, without written notice to the sureties, by written order designated or indicated to be a Change Order, make any change in the Service within the general scope of the Contract, including but not limited to changes:

8.1.1.1 In the method or manner of performance of the Service.

8.1.1.2 In the CITY-furnished facilities, equipment, materials, services, or site; or

8.1.1.3 Directing acceleration in the performance of the Service.

8.2.1 Except as herein provided, no order, statement, or conduct of the CITY shall be treated as a change under this clause or entitle the CONTRACTOR to an equitable adjustment hereunder.

8.2.3 If any change order under this clause causes an increase or decrease in the CONTRACTOR'S cost of, or the time required for, the performance of any part of the Service, under this Contract, whether or not changed by any order, an equitable adjustment shall be made and the Contract modified in writing accordingly.

8.2.4 If the CONTRACTOR intends to assert a claim for an equitable adjustment under this clause, he must, within ten (10) days after receipt of a written Change Order, submit to the CITY a written notice including a statement setting forth the general nature and monetary extent of such claim, and supporting data.

8.2.5 No claim by the CONTRACTOR for an equitable adjustment hereunder shall be allowed if not submitted in accordance with this section or if asserted after final payment under this Contract.

8.3 The value of any Service covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

8.3.1 By negotiated lump sum.

8.3.2 On the basis of the cost of the Service, determined as provided in Sections 8.4 and 8.5, plus a mutually agreed upon fee to the CONTRACTOR to cover overhead and profit.

8.4 The term cost of the Service means the sum of all direct costs necessarily incurred and paid by the CONTRACTOR in the proper performance of the Service. Except as otherwise may be agreed to in writing by CITY, such costs shall be in amounts no higher than those prevailing in Miami-Dade County, shall include only the following items and shall not include any of the costs itemized in Paragraph 8.5.

8.4.1 Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Service described in the Change Order under schedules of job classifications agreed upon by CITY and CONTRACTOR. Payroll costs for employees not employed full time on the Service shall be apportioned on the basis of their time spent on the Service. Payroll costs shall be limited to: salaries and wages, plus the costs of fringe benefits which shall include social security

contributions, unemployment, excise and payroll taxes, servicers' compensation, health and retirement benefits, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing Service after regular servicing hours, on Sunday or legal holidays shall be included in the above only if authorized by CITY.

8.4.2 Cost of all materials and equipment furnished and incorporated in the Service, including costs of transportation and storage, and manufacturers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless CITY deposits funds with CONTRACTOR with which to make payments in which case the cash discounts, shall accrue to the CITY. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to CITY, and CONTRACTOR shall make provisions so that they may be obtained.

8.4.3 Payments made by CONTRACTOR to the Subcontractors for Service performed by Subcontractors. If required by CITY, CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to him and shall deliver such bids to CITY who will then determine which Bids will be accepted. If a Subcontract provides that the Subcontractor is to be paid on the basis of Cost of Service plus a fee, the cost of the Service shall be determined in accordance with paragraphs 8.4 and 8.5.

8.4.4 Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by CITY with the advice of CONSULTANT, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof - all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Service.

8.4.5 Sales, use or similar taxes related to the Service, and for which CONTRACTOR is liable, imposed by any governmental authority.

8.4.6 Payments and fees for permits and licenses. Costs for permits and licenses must be shown as a separate item.

8.4.7 The cost of utilities, fuel and sanitary facilities at the site.

8.4.8 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Service.

8.4.9 Cost of premiums for additional Bonds and Insurance required solely because of changes in the Service, not to exceed two percent (2%) of the increase in the Cost of the Service.

8.5 The term Cost of the Service shall not include any of the following:

8.5.1 Payroll costs and other compensation of CONTRACTOR'S officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers, agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in his principal or a branch office for general administration of the Service and not specifically included in the schedule referred to in subparagraph 8.4.1 – all of which are to be considered administrative costs covered by the CONTRACTOR'S fee.

8.5.2 Expenses of CONTRACTOR'S principal and branch offices other than his office at the site.

8.5.3 Any part of CONTRACTOR'S capital expenses, including interest on CONTRACTOR'S capital employed for the Service and charges against CONTRACTOR for delinquent payments.

8.5.4 Cost of premiums for all bonds and for all insurance policies whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except as otherwise provided in subparagraph 8.4.9).

8.5.5 Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective service, disposal of materials or equipment wrongly supplied and making good any damage to property.

8.5.6 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 8.4.

8.6 The CONTRACTOR'S fee which shall be allowed to CONTRACTOR for their overhead and profit shall be determined as follows:

8.6.1 In the event of an oversight or omission by the CONTRACTOR no compensation for overhead or profit will be provided; otherwise.

8.6.2 A mutually acceptable firm fixed price; or if none can be agreed upon.

8.6.3 A ten percent fixed fee based on the estimate of the various portions of the Cost of the Service.

8.7 The amount of credit to be allowed by CONTRACTOR to CITY for any such change which results in a net decrease in cost will be the amount of the actual net decrease. When both additions and credits are involved in any one change, the net shall be computed to include overhead and profit, identified separately, for both additions and credit, provided however, the CONTRACTOR shall not be entitled to claim lost profits for any Service not performed.

8.8 Whenever cost of any Service is to be determined pursuant to paragraphs 8.4 and 8.5, CONTRACTOR will submit in form prescribed by CITY an itemized cost breakdown together with supporting data.

ARTICLE 9 – PAYMENTS AND COMPLETION

Payments to Contractor

9.1 At least ten (10) days before each progress payment falls due (but not more often than once a month), the CONTRACTOR will submit to the CITY a partial payment estimate filled out and signed by the CONTRACTOR covering the Service performed during the period covered by the partial payment estimate and supported by such data as the CITY may reasonably require.

If payment is requested on the basis of materials and equipment not incorporated in the Service but delivered and suitably stored at or near site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the CITY, as will establish the CITY'S title to the material and equipment and protect their interest therein, including applicable insurance. The CITY will within ten (10) days after receipt of each partial payment estimate, either indicate in writing their approval of payment and present the partial payment estimate to the CITY, or return the partial payment estimate to the CONTRACTOR, indicating in writing their reasons for refusing to approve payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate. The CITY, will within

thirty (30) days of presentation to them of any approved partial payment estimate, pay the CONTRACTOR a progress payment on the basis of the approved partial payment estimate. The CITY may retain ten (8) percent of the amount of each payment until final completion and acceptance of all Service covered by the Contract Documents. On completion and acceptance of a part of the Service on which the price is stated separately in the Contract Documents, payment may be made in full, including retained percentages, less authorized deductions. Any interest earned on the retainage shall accrue to the benefit of the CITY.

9.2 The CITY shall have the right to demand and receive from the CONTRACTOR, before he shall receive final payment, final releases of lien executed by all persons, firms or corporations who have performed or furnished labor, services or materials, directly or indirectly, used in the Service. Likewise, as a condition to receiving any progress payment, the CITY may require the CONTRACTOR to furnish partial releases of lien executed by all persons, firms and corporations who have furnished labor, services or materials incorporated into the Service during the period of time for which the progress payment is due, releasing such lien rights as those persons, firms or corporations may have for that period.

Contractor's Warranty of Title

9.3 The CONTRACTOR warrants and guarantees that title to all Service, materials and equipment covered by an Application for Payment, whether incorporated in the Project or not, will have passed to the CITY prior to the making of the Application for Payment, free and clear of all liens, claims, security interest and encumbrances (hereafter in these General Conditions referred to as "Liens"); and that no Service, materials or equipment covered by an Application for Payment will have been acquired by the CONTRACTOR or by any other person performing the Service at the site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the CONTRACTOR or such other person.

Acceptance of Final Payment as Release

9.4 The Acceptance by the CONTRACTOR of final payment shall be and shall operate as a release to the CITY and a waiver of all claims and all liability to the CONTRACTOR other than claims in stated amounts as may be specifically excepted by the CONTRACTOR for all things done or furnished in connection with the Service and for every act and neglect of the CITY and

others relating to or arising out of this Service. Any payment, however, final or otherwise, shall not release the CONTRACTOR of their sureties from any obligations under the Contract Documents or the Performance Bond and Payment Bonds.

ARTICLE 10 – SUSPENSION OF WORK AND TERMINATION

10.1 The CITY may, at any time and without cause, suspend the Service or any portion thereof for a period of not more than ninety (90) days by notice in writing to the CONTRACTOR which shall fix the date on which Service shall be resumed. For suspensions longer than ninety (90) days, The CONTRACTOR will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if they make a claim therefore as provided in Articles 9 and 10.

Service during Inclement Weather

10.2 No Service shall be done under these specifications except by permission of the CITY when the weather is unfit for good and careful Service to be performed. Should the severity of the weather continue, the CONTRACTOR upon the direction of the CITY, shall suspend all Service until instructed to resume operations by the CITY and the Contract Time shall be extended to cover the duration of the order

City May Terminate

10.3 If the CONTRACTOR is adjudged bankrupt or insolvent, or if they make a general assignment for the benefit of their creditors, or if a trustee or receiver is appointed for the CONTRACTOR or for any of their property, or if they file a petition to take advantage of any debtor's act, or to reorganize under bankruptcy or similar laws, or if they repeatedly fails to supply sufficient skilled servicemen or suitable materials or equipment, or if they repeatedly fail to make prompt payments to Subcontractors or for labor, materials or equipment or they disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or if they disregard the authority of the CITY, or if they otherwise violate any provision of the Contract Documents, then the CITY may, without prejudice to any other right or remedy and after giving the CONTRACTOR and their surety seven (7) days written notice, terminate the services of the CONTRACTOR and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the CONTRACTOR,

and finish the Service by whatever method they may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the Service is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to the CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR will pay the difference to the CITY. Such costs incurred by the CITY will be determined by the CITY and incorporated in a Change Order.

If after termination of the CONTRACTOR under this Section, it is determined by a court of competent jurisdiction for any reason that the CONTRACTOR was not in default, the rights and obligations of the CITY and the CONTRACTOR shall be the same as if the termination had been issued.

10.4 Where the CONTRACTOR'S services have been so terminated by the CITY said termination shall not affect any rights of the CITY against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys by the CITY due the CONTRACTOR will not release the CONTRACTOR from liability.

10.5 Upon seven (7) days written notice to the CONTRACTOR, the CITY may, without cause and without prejudice to any other right or remedy, elect to terminate the Agreement. In such case, the CONTRACTOR shall be paid for all Service executed and accepted by the CITY as of the date of the termination. No payment shall be made for profit for Service which has not been performed.

Removal of Equipment

10.6 In the case of termination of this Contract before completion for any cause whatever, the CONTRACTOR, if notified to do so by the CITY, shall promptly remove any part or all of his equipment and supplies from the property of the CITY. Should the CONTRACTOR not remove such equipment and supplies, the CITY shall have the right to remove them at the expense of the CONTRACTOR. Equipment and supplies shall not be construed to include such items for which the CONTRACTOR has been paid in whole or in part.

Contractor May Stop Service or Terminate

10.7 If, through no act or fault of the CONTRACTOR, the Service is suspended for a period of more than ninety (90) days by the CITY or under an order of court of other public authority, or the CONSULTANT fails to act on any Application for Payment within thirty (30) days after it is submitted, or the CITY fails to pay the CONTRACTOR any sum approved by the CITY, within thirty (30) calendar days of its approval, and presentation, then the CONTRACTOR may, upon twenty (20) calendar days written notice to the CITY, terminate the Agreement. The CITY may remedy the delay or neglect within the twenty (20) calendar days time frame. If timely remedied by the CITY the Contract shall not be considered terminated. In lieu of terminating the Agreement, if the CITY has failed to act on an Application for Payment or the CITY has failed to make any payment as aforesaid, the CONTRACTOR may upon ten (8) calendar days notice to the CITY and the CONSULTANT stop the Service until they have been paid all amounts then due.

ARTICLE 11 – MISCELLANEOUS

11.1 Whenever any provision of the Contract Documents requires the giving of written notice it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to them who gives the notice.

11.2 The Contract Documents shall remain the property of the CITY. The CONTRACTOR and the CONSULTANT shall have the right to keep one record set of the Contract Documents upon completion of the Project.

11.3 The duties and obligations imposed by these General Conditions, Special Conditions and Supplemental Conditions and the rights and remedies available hereunder, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR and those in the Special Conditions and the rights and remedies available to the CITY and there under, shall be in addition to, and shall not be construed in any way as a limitation of, any rights and remedies available by law, by special guarantee or by other provisions of the Contract Documents.

11.4 Should the CITY or the CONTRACTOR suffer injury or damage to its person or property because of any error, omission, or act of the other or of any of their employees or agents or

others for whose acts they are legally liable, claim shall be made in writing to the other party within a reasonable time of the first observance of such in- jury or damage.

ARTICLE 12 – WAIVER OF JURY TRIAL

12.1 CITY and CONTRACTOR knowingly, irrevocably voluntarily and intentionally waive any right either may have to a trial by jury in State or Federal Court proceedings in respect to any action, proceeding, lawsuit or counterclaim based upon the Contract Documents or the performance of the Service thereunder.

ARTICLE 13 – ATTORNEYS FEES/JURISDICTION/VENUE/GOVERNING LAW

13.1 The Contract shall be construed in accordance with and governed by the law of the State of Florida.

13.2 The parties submit to the jurisdiction of any Florida State or federal court in any action or proceeding arising out of or relating to the Contract. Venue of any action to enforce the Contract shall be in Miami-Dade County, Florida.

13.3 If either the CITY or CONTRACTOR is required to enforce the terms of the Contract by court proceedings, each party will be responsible for their attorney's fees.

ARTICLE 14 – PROJECT RECORDS

14.1 CITY shall have right to inspect and copy during regular business hours at CITY'S expense, the books and records and accounts of CONTRACTOR which relate in any way to the Project, and to any claim for additional compensation made by CONTRACTOR, and to conduct an audit of the financial and accounting records of CONTRACTOR which relate to the Project. CONTRACTOR shall retain and make available to CITY all such books and records and accounts, financial or otherwise, which relate to the Project and to any claim for a period of three (3) years following final completion of the Project. During the Project and the three (3) year period following final completion of the Project, CONTRACTOR shall provide CITY access to its books and records upon five (5) days written notice.

ARTICLE 15 – SEVERABILITY

15.1 If any provision of the Contract or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of the Contract, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

ARTICLE 16 – INDEPENDENT CONTRACTOR

16.1 The CONTRACTOR is an independent CONTRACTOR under the Contract. Services provided by the CONTRACTOR shall be by employees of the CONTRACTOR and subject to supervision by the CONTRACTOR, and not as officers, employees, or agents of the CITY. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures, applicable to services rendered under the Contract shall be those of the CONTRACTOR.



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

MEMORANDUM

 [Print](#)

TO: Mayor and City Council

FROM: Ana M. Garcia, City Manager

VIA: Jeffrey F. Thompson, P.E., Director of Public Utilities
Huren "Jeff" An, P.E., Ph.D., Deputy Director of Public Utilities
Karim Rossy, Chief Engineer

DATE: Monday, September 21, 2015

RE: Resolution 2015-84 (Jeffrey F. Thompson, P.E., Director of Public Utilities)

**BACKGROUND
ANALYSIS:**

The City of North Miami Beach, Public Utilities Department would like to enter into a "Grant of Easement for Water Facilities Agreement" for a certain portion of Chateau Beach, LLC, (Grantor) located at 17475 Collins Avenue, Tatum's Ocean Park Subdivision, Plat Book 10, Page 64, Government Lot 6, the north 100' of Lot 3, in Sunny Isles Beach, Florida, Public Records of Miami-Dade County, specifically described on Exhibit "A". Where the grantor agreed to grant an easement for the sole purpose of construction, operation and maintenance of water facilities, including transmission mains, distribution mains, supply pipes, manholes, valves, connections, pumps and all other physical facilities and property installations across, under and through the easement area and where the City of North Miami Beach, Public Utilities Department will bear any and all operating costs.

RECOMMENDATION: We respectfully recommend your approval for the City Manager or her designee to execute the attached agreement.

**FISCAL/BUDGETARY
IMPACT:** None

ATTACHMENTS:

- ▯ [Resolution R2015-84](#)
- ▯ [Easement Agreement-Chateau Beach](#)

RESOLUTION NO. R2015-84

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AND ACCEPTING AN EASEMENT FROM CHATEAU BEACH, LLC (CHATEAU) TO BE LOCATED IN THE NORTH 100 FEET OF TATUM'S OCEAN PARK SUBDIVISION, PLAT BOOK 10, PAGE 64, GOVERNMENT LOT 6 OF LOT 3, SUNNY ISLES BEACH, FLORIDA, FOR THE CONSTRUCTION, OPERATION, AND MAINTENANCE OF WATER FACILITIES.

WHEREAS, the City of North Miami Beach requested that Chateau grant an easement in a portion of the North 100 feet of Lot 3, lying East of State Road A-1-A, Tatum's Ocean Park Subdivision, a subdivision of Government Lot 6, Section 2, Township 52 South, Range 42 East, said subdivision being in Plat Book 10 at Page 64 of the Public Records of Miami Dade County, Florida; and

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

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

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

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

RESOLUTION NO. R2015-84

Section 1. The aforementioned recitals are true and correct.

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

APPROVED AND ADOPTED by the City of North Miami Beach City Council at the regular meeting assembled this **21st day of September, 2015.**

ATTEST:

PAMELA L. LATIMORE
CITY CLERK

(CITY SEAL)

GEORGE VALLEJO
MAYOR

APPROVED AS TO FORM, LANGUAGE
AND FOR EXECUTION

JOSÉ SMITH
CITY ATTORNEY

Sponsored by: Mayor and Council

GRANT OF EASEMENT FOR WATER FACILITIES.

THIS GRANT OF EASEMENT FOR WATER FACILITIES is made and entered into this _____ day of _____, 20 15, by and between CHATEAU BEACH, LLC, 1000 E. HALLANDALE BEACH BLVD., SUITE 200, HALLANDALE BEACH, FL 33009, as "Grantor", and the CITY OF NORTH MIAMI BEACH, a municipal corporation duly organized and existing under the laws of the State of Florida, having an address at 17011 N.E. 19th Avenue, North Miami Beach, Florida 33162 hereinafter referred to as "Grantee".

RECITALS

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

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

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

Easement. Grantor hereby grants to Grantee, for the use and benefit of Grantee, its successors and assigns and its agents and employees, a non-exclusive easement over, across, through and under the Easement Area solely for the use, installation, operation, maintenance, replacement and repair of the water facilities located on the Easement Area. Hereafter, unless specified to the contrary; use of the term "water facilities" shall include transmission

mains, distribution mains, supply pipes, manholes, valves, connections, pumps, all other physical facilities and property installations that are required for water facilities.

Maintenance. Grantee agrees to install, maintain, repair and replace (as necessary) the water facilities, or necessary portions thereof, so that same is at all times in good working order and condition and free of material defects, subject only to occasional interruption of service due to (i) ordinary wear and tear and use thereof; (ii) routine or extraordinary maintenance, repair or replacement; or (iii) events beyond Grantee's reasonable control. Grantee shall have the right to select the contractor(s) of its choice in connection with all aspects of installation, maintenance, repair, and replacement of the water facility. Grantee shall only be obligated to restore pavement, curb-gutter, sidewalk and/or sod, to restore the surface of the Easement Area to the condition in which it existed immediately prior to the performance of such work (the cost of which shall be included in Operating Costs). **Any other landscaping, encroachments, structures or other materials on the surface of the Easement Area will not be restored or maintained by the Grantee.**

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

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

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

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

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

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

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

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

Indemnification and Hold Harmless. The Grantee will assume and defend all liability of Grantor, with respect to the Grantee's activities within the Easement Area, except for liability arising in whole or in part from the negligence or willful acts of the Grantor, its officers, owners, residents, guests, employees, or any other third party permitted by the Grantor to be within the Easement Area. Nothing contained in this paragraph or elsewhere in this Grant of Easement Agreement is intended to be a waiver of limitations on the Grantee's liability to third parties as set forth in Section 768.28, Florida Statutes; however, the limitations under such statutory provision shall not apply to the Grantee's contractual obligations to defend Grantor and to cover, pay and/or reimburse any and all costs, expenses, liabilities, claims, actions, causes of action, losses, demands and damages, including, without limitation, reasonable attorneys' fees (including the cost of in-house counsel) and disbursements at the trial level and all levels of appeal, relating to death or of injury to persons, or loss of or damage to property, incurred in connection with, use of the Easement Area by the Grantee, except as excluded herein.

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

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

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

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

Interpretation. No provision of this Easement will be interpreted in favor of,

or against, any of the parties hereto by reason of the extent to which any such party or its counsel participated in the drafting thereof or by reason of the extent to which any such provision is inconsistent with any prior draft hereof or thereof.

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

Notices. All notices, demands, requests or other communications required or permitted to be given hereunder shall be deemed delivered and received upon actual receipt or refusal to receive same, and shall be made by United States certified or registered mail, return receipt requested or by hand delivery, and shall be addressed to the respective parties at the addresses set forth in the preamble to this Easement.

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

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

[ENDORSEMENTS TO FOLLOW]

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

GRANTOR:

CHATEAU BEACH, LLC
BY: _____
NAME: MANUEL GROSSKOPF
TITLE: MANAGER

Signed, sealed and delivered in the presence of:

WITNESS #1: _____
PRINTED NAME: MOISES GORIN

WITNESS #2: Stella Abokhiyayev
PRINTED NAME: Stella Abokhiyayev

STATE OF FLORIDA COUNTY OF Broward

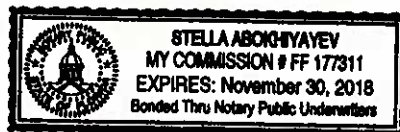
Before me personally appeared MANUEL GROSSKOPF, AS MANAGER OF and CHATEAU BEACH LLC, to me well known, and known to me to be the individuals described in and who executed the foregoing instrument of the above named LIMITED LIABILITY COMPANY a Corporation, or having produced current drivers license as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

WITNESS my hand and official seal, this 4th day of August, A.D. 20 15.

Stella Abokhiyayev
(Signature of Notary)

Stella Abokhiyayev
(Name of Notary Typed, Printed or Stamped)

(Title or Rank)



GRANTEE:

CITY OF NORTH MIAMI BEACH

BY: _____

NAME: _____

TITLE: _____

Signed, sealed and delivered in the presence of:

WITNESS #1: _____

PRINTED NAME: _____

WITNESS #2: _____

PRINTED NAME: _____

STATE OF FLORIDA COUNTY OF _____

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

WITNESS my hand and official seal, this _____ day of _____, A.D. 20____.

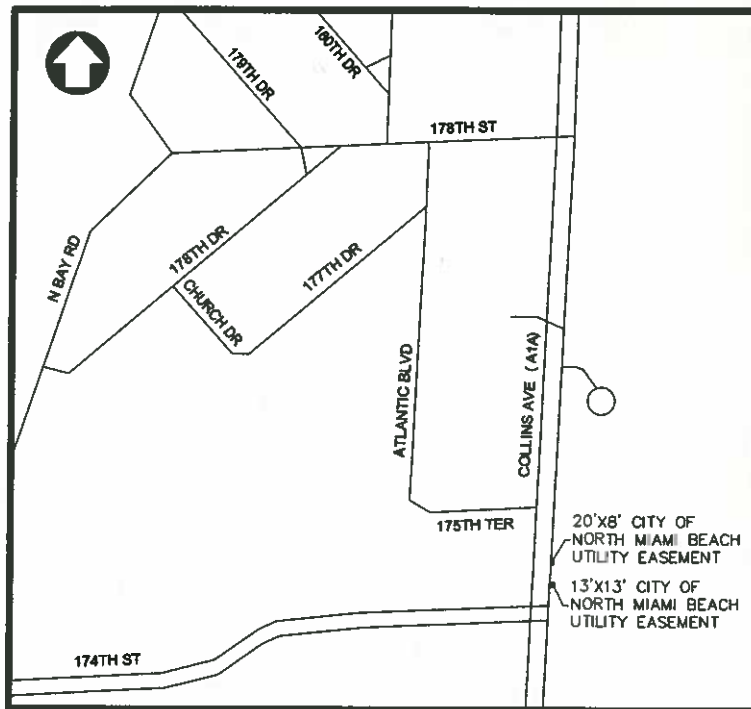
(Signature of Notary)

(Name of Notary Typed, Printed or Stamped)

(Title or Rank)

EXHIBIT "A"
CHATEAU BEACH CONDOMINIUM

Folio: 31-2211-004-0160



REVIEWED
NMBPUD
KRM Tholis

LOCATION MAP

SCALE: N.T.S.

SECTION 2, TOWNSHIP 52 S., RANGE 42 E.

LEGAL DESCRIPTION:

A TWENTY BY EIGHT AND THIRTEEN BY THIRTEEN FEET WATER UTILITY EASEMENTS BEING IN THAT PORTION OF THE NORTH 100.00 FEET OF LOT 3, LYING EAST OF STATE ROAD A-1-A (FORMERLY KNOWN AS STATE ROAD 140), TATUM'S OCEAN PARK SUBDIVISION, A SUBDIVISION OF GOVERNMENT LOT 6, SECTION 2, TOWNSHIP 52 SOUTH, RANGE 42 EAST, SAID SUBDIVISION BEING IN PLAT BOOK 10 AT PAGE 64, OF THE PUBLIC RECORD OF MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID LOT 3, OF TATUM'S OCEAN PARK SUBDIVISION; THENCE S05°38'10"W ALONG THE EAST RIGHT OF WAY LINE OF STATE ROAD A-1-A AS RECORDED IN PLAT BOOK 45 AT PAGE 66 FOR 6.19 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED TWENTY BY EIGHT FEET WATER UTILITY EASEMENT, THENCE S84°21'50"E FOR 8.00 FEET TO A POINT; THENCE S05°38'10"W FOR 20.00 FEET TO A POINT; THENCE N84°21'50"W FOR 8.00 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF STATE ROAD A-1-A, THENCE N05°38'10"E FOR 20.00 FEET TO THE POINT OF BEGINNING, CONTAINING 160.00 SQUARE FEET.

AND

COMMENCE AT THE NORTHWEST CORNER OF SAID LOT 3, OF TATUM'S OCEAN PARK SUBDIVISION; THENCE S05°38'10"W ALONG THE EAST RIGHT OF WAY LINE OF STATE ROAD A-1-A AS RECORDED IN PLAT BOOK 45 AT PAGE 66 FOR 74.28 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED THIRTEEN BY THIRTEEN FEET WATER UTILITY EASEMENT, THENCE S84°21'50"E FOR 13.00 FEET TO A POINT; THENCE S05°38'10"W FOR 13.00 FEET TO A POINT; THENCE N84°21'50"W FOR 13.00 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF STATE ROAD A-1-A, THENCE N05°38'10"E FOR 13.00 FEET TO THE POINT OF BEGINNING, CONTAINING 169.00 SQUARE FEET.

SURVEYOR'S NOTES:

1. THIS IS NOT A BOUNDARY SURVEY.
2. BEARINGS HEREON ARE REFERRED TO AN ASSUMED VALUE OF N05°38'10"E FOR THE CENTER LINE OF STATE ROAD A-1-A AS SHOWN IN PLAT BOOK 45 AT PAGE 66.
3. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A LICENSED FLORIDA SURVEYOR AND MAPPER
4. THE INTENT OF THIS EASEMENT IS TO ENCOMPASS THE RECENTLY INSTALLED WATER MAIN AND RELATED FACILITIES, AS SHOWN ON THE "AS-BUILT SURVEY" OF CHATEAU BEACH CONDOMINIUM



COUNTY-WIDE LAND SURVEYORS, INC. LB 4680

BY: JOSEPH L. MARTIN DATE: 6-10-2015
PROFESSIONAL SURVEYOR AND MAPPER No 4368
STATE OF FLORIDA

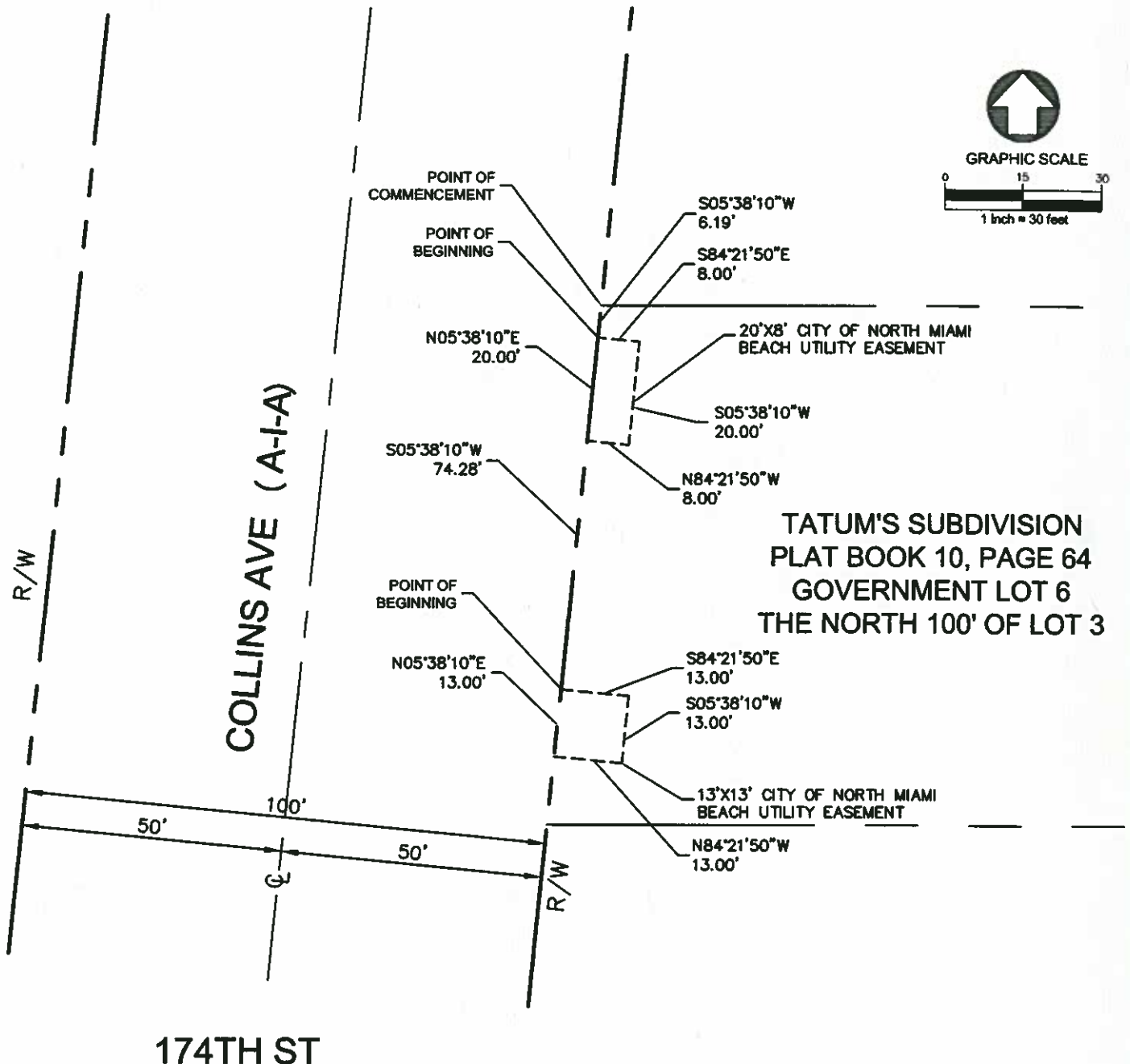
20'X8' AND 13'X13'
CITY OF NORTH MIAMI BEACH
UTILITY EASEMENT

| | |
|------------------|-----------------|
| DATE: 06/09/2015 | SCALE: AS SHOWN |
| DRAWN BY: P.M. | SHEET 1 of 2 |

EXHIBIT "A"

SKETCH OF DESCRIPTION

CHATEAU BEACH CONDOMINIUM



REVIEWED
NMBPUD
Handwritten signature and date: 7/20/15



COUNTY-WIDE LAND SURVEYORS, INC. LB 4680
 BY: *Handwritten signature* DATE: *6-10-2015*
 JOSEPH L. MARTIN
 PROFESSIONAL SURVEYOR AND MAPPER No 4368
 STATE OF FLORIDA

| | |
|---|-----------------|
| 20'x8' AND 13'x13' CITY OF NORTH MIAMI BEACH UTILITY EASEMENT | |
| DATE: 06/09/2015 | SCALE: AS SHOWN |
| DRAWN BY: P.M. | SHEET 2 of 2 |



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

MEMORANDUM

 **Print**

TO: Mayor and City Council
FROM: Ana Garcia, City Manager
VIA: Esmond Scott, Director of Public Works
Carlos Rivera, City Planner
DATE: Monday, September 21, 2015

RE: FDOT Highway Beautification Grant (Esmond Scott, Director of Public Works)

BACKGROUND ANALYSIS: As the current landscaping throughout most of the medians of SR826 is more than 20-years-old, the City Council has expressed a need for updating and improving this landscape in order to bring up the image of our City. When DOT's District 6 Landscape Architect approached the City with the re-established highway beautification grant program, Council felt this was the perfect opportunity to obtain funding assistance for this project. The westernmost section of SR826 was selected due to the fact that it is the main entrance to our City and where the earliest landscape installation exists. The grant application is due on October 1, 2015, and a resolution stating the City's willingness to cover 50% of the total project cost is a requirement for such application.

RECOMMENDATION: Staff's Recommendation is to approve.

FISCAL/BUDGETARY IMPACT: One Hundred Thousand Dollars that may include an In-kind Contribution.

ATTACHMENTS:

 [RESOLUTION 2015-85](#)

RESOLUTION NO. R2015-85

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A GRANT APPLICATION TO THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR A FLORIDA HIGHWAY BEAUTIFICATION COUNCIL GRANT AND TO FURTHER EXECUTE ANY SUBSEQUENT AGREEMENTS OR DOCUMENTS ASSOCIATED WITH THE GRANT.

WHEREAS, in 1987, in furtherance of preventing litter along our roadways, the Florida Legislature created the Florida Highway Beautification Council, requiring a statewide beautification program under Sections 339.24 and 339.2405 of the Florida Statutes for State transportation facilities, as appropriated by the State Legislature; and

WHEREAS, this fiscal year, with assistance from the Florida Highway Beautification Council, the Florida Department of Transportation will award Highway Beautification Grants totaling \$1 Million to many municipalities, with individual grants not to exceed \$100,000.00; and

WHEREAS, based on the grant application requirements, the City has complied with the requirement that the proposed project will be supported with equal (50 percent) matching funds or with in kind contributions from other sources; and

WHEREAS, many roadside areas and median strips abutting Department of Transportation rights-of-way areas must be maintained and attractively landscaped by municipalities, and thus these grants would be used to accomplish that requirement; and

RESOLUTION NO. R2015-85

WHEREAS, the proposed project will include the removal of all existing vegetation, replenishing of planting soil, restoration of irrigation systems, planting of large Date Palms, and sod; and

WHEREAS, the proposed project will include improvement of the landscaping at the Western entry of the City, along State Road 826 medians beginning at N.E. 3rd Court continuing eastward; and

WHEREAS, the Mayor and City Council acknowledge that beautifying the City with beautiful landscape will create a much improved and aesthetically pleasing State Road 826 for the residents of North Miami Beach.

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 the City Manager to apply for a Highway Beautification Grant from the Department of Transportation and accept an amount not to exceed \$100,000.00, in order to beautify and improve that portion of State Road 826 within the City of North Miami Beach, by planting new lush vegetation and beautified landscaping.

Section 3. Subject to the award of the grant, the City agrees to a maximum 50% match in dollars or in-kind services of the grant amount not to exceed \$100,000.00.

Section 4. The City Clerk is hereby directed to forward ten (10) certified copies of this Resolution to the Florida Department of Transportation as part of the Highway Beautification Grant application package.

Section 5. The City Manager and her staff have established the "project" criteria which meet all Federal and State regulations and all Department of Transportation requirements for safety as related to the placement of plant materials within the right-of-way, line of sight obstructions, and sight distance.

Section 6. Subject to the award of the grant, the City Manager is authorized, in a form acceptable to the City Attorney, to do all things necessary to execute the Maintenance and Grant Agreement with the Department of Transportation for the purposes set forth herein.

Section 7. The City of North Miami Beach understands and accepts the criteria which will be used by the Highway Beautification Council to prioritize all projects.

APPROVED AND ADOPTED by the City of North Miami Beach City Council at the regular meeting assembled this **21st day of September, 2015.**

ATTEST:

PAMELA L. LATIMORE
CITY CLERK

(CITY SEAL)

GEORGE VALLEJO
MAYOR

APPROVED AS TO FORM, LANGUAGE
AND FOR EXECUTION

JOSÉ SMITH
CITY ATTORNEY

Sponsored by: Mayor and Council



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

MEMORANDUM

 **Print**

TO: Mayor and City Council
FROM: Ana M. Garcia, City Manager
VIA: Richard G. Lorber, AICP, Director of Community Development
DATE: Monday, September 21, 2015

RE: 2015 Award of Merit for Comprehensive Planning (Richard Lorber, Director of Community Development)

BACKGROUND ANALYSIS: The City of North Miami Beach's recently adopted Mixed-Use Comprehensive Plan Initiative has been selected for an Award of Merit by the Florida Chapter of the American Planning Association (APA Florida). The award celebrates outstanding planning projects across Florida, and was based upon criteria of Innovation, Quality, Effectiveness and Comprehensiveness.

The City's Comprehensive Plan Initiative creates new mixed-use land use designations for several key areas of the City, and is intended to encourage the creation of beautiful, safe and livable places in the City's downtown and along major corridors.

From dozens of applications, APA Florida selected the City of North Miami Beach Comprehensive Plan initiative for this prestigious award. Please join City staff in celebrating this wonderful award, which is proof positive of the outstanding direction the Mayor and Council and the Administration are taking the City.

RECOMMENDATION:

**FISCAL/BUDGETARY
IMPACT:**

ATTACHMENTS:

 [Award Project Info Sheet](#)



American Planning Association, Florida Chapter - Project Information

| | | |
|------------------------------------|--|-----------------------------------|
| Project Name | North Miami Beach Mixed-Use Comprehensive Plan Initiative | |
| Author(s) | RMA Associates and City of NMB Staff | |
| Award Category (circle one) | Planning Project Award | |
| | Comprehensive Plan Award (Large Jurisdiction) | Neighborhood Planning Award |
| | Comprehensive Plan Award (Small Jurisdiction) | Best Practices Award |
| | Grassroots Initiative Award | Outstanding Student Project Award |
| | | |

Brief Description

Describe the setting, time frame, significance to the planning field, innovations in theory, methodology and/or practice and other unique aspects to the application. (Max. 500 words)

In order to achieve a more vibrant downtown and help our major corridors to thrive, the City of North Miami Beach has adopted a new Mixed-Use Comprehensive Plan Initiative, assisted by the consulting firm Redevelopment Management Associates (RMA). This new initiative creates several new "Mixed-Use Districts" in key development locations throughout North Miami Beach. The proposed new mixed-use land use districts, as well as the companion zoning initiative, apply to a number of key locations, and will help promote the efficient use of the land, as well as the clustering of different land uses, to employ the principles of good urbanism in the planning and development of the city. Districts will allow both residential and nonresidential uses, and generally include an increase in the development rights over what can be built today. Along with the increased zoning rights will come requirements for new development to provide a variety of additional public benefits, such as public open spaces and greenways, public access to the waterfront, streetscape improvements, undergrounding of utilities, and other tangible improvements to surrounding neighborhoods. The different areas each include a neighborhood master plan, which has been adopted by the City Council as part of the redesignation of these areas to mixed-use zoning districts. These plans reflect the principles of the City's Strategic Plan, and South Florida's current development trends, including mixed use developments blending retail and residential opportunities, walkable neighborhoods linked to neighborhood retail destinations, and attractive, distinctive architecture and public spaces.

The City held several workshops to engage the public and get input from the residents and businesses throughout these areas of North Miami Beach. Turnout was good and many valuable and useful comments and suggestions were presented. After incorporating many of these ideas into the proposed plan, City staff and RMA crafted a draft proposal for presentation to the City Council. Many more workshops and public hearings were held, maximizing public input and involvement.

The initiative to adopt new future land use designations and companion zoning with higher permitted residential densities and commercial intensities was prompted by the City's desire to move on from years of economic stagnation. This had caused fiscal imbalances and budgetary issues. While nearby municipalities flourished and grew, NMB's restrictive and outdated land use policies hampered attempts at generating new development. By modernizing land use, zoning and development regulations, the City is addressing its past challenges and moving forward towards a new vision.

The City adopted the new regulations in March 2015; the level of interest in the new regulations and the possibilities of development in NMB is growing quickly; city staff are now working on bringing several new development proposals through the planning and site plan review process in the next few months. The City has been infused with a new spirit of optimism, and the expectation is that new development is on the horizon, which will go a long way towards helping to balance the City's tax base, provide new jobs, and contribute to the livability of NMB.

Project Summary

To be used for the award handout at the annual conference. (Max. 100 words)

The City of North Miami Beach's recently adopted its Mixed-Use Districts Comprehensive Plan Initiative creates new mixed-use land use designations for several key areas of the City. The new mixed-use districts are intended to facilitate and encourage the creation of beautiful, safe and livable places in the City's downtown and along major corridors. This involves increasing allowable densities and building heights, and requiring a mix of uses, walkable neighborhoods linked to neighborhood retail destinations, and attractive, distinctive architecture and public spaces. The project reflects the principles of the City's adopted Strategic Plan, and South Florida's current development trends.

Originality and Innovation

How does the entry present a visionary approach or innovative concept to address needs? How does the use of the planning process in this context broaden accepted planning principles within the context of the situation? (Max. 200 words)

The Comprehensive Plan amendment approaches the allocation of density and intensity through a "Basket of Rights" mechanism. This is in sharp contrast to the traditional units per acre density methodology or Floor Area Ratio (FAR) as a measure of nonresidential intensity. The Basket of Rights concept allocates a total number of residential units and nonresidential square footage for each mixed-use land use area. These are allocated on a first come-first served basis. This encourages development sooner than later, and means that if one project in a zone does not maximize its full development rights, for example by not building residential at all, that those units do not disappear from the City's available development allocation, but may be used by another project in that zone. The Basket of Rights concept is used in some other jurisdictions, such as for Regional Activity Centers, and for Developments of Regional Impact (DRIs), but is not widely used and many realtors, developers and architects are unfamiliar with the concept. In this sense the City's new zoning is quite original and innovative, and it can be expected that as the concept gains wider acceptance, its use will increase elsewhere in the state.

Quality

How does the project represent excellence of thought, analysis, writing, and graphics, regardless of budgetary limitations? How were available resources used in a thoughtful and ethical process? (Max. 200 words)

This mixed-use comprehensive plan initiative represents the most up-to-date, cutting edge thinking in the field of urban planning and design. The consultants' expertise in comprehensive planning, urban design, form-based codes resulted in a top-quality planning project, adopted on-schedule, with little or no negative input from affected residents and stakeholders. By including the maximum possible opportunities for outreach and public input, the team was able to achieve successful buy-in from the public, and was able to incorporate many of the stakeholders expressed concerns into the final product.

Ms. Dolan is an experienced Comprehensive Planner with thorough knowledge of Florida's community planning regulations. Her expertise was invaluable for this project. Ms. Alfonso's impeccable credentials, accessible public speaking style, and architecture and urban design skill resulted in much praise and complements. By clearly explaining these complex concepts, the team was able to ensure that the proposal was treated positively and ultimately adopted. Staff made special effort to disseminate workshop materials well in advance to a wide spectrum of stakeholders. The City Council was especially pleased, and the package of amendments was adopted unanimously by the Council, without opposition from the public.

Transferability

How does the project have potential application for others and how does use of the entry's components and methodology would further the cause of good planning? (Max. 200 words)

This comprehensive planning project can be a model for other jurisdictions to emulate, if those cities are facing similar challenges. The project methodology was set up to emphasize planning and public involvement, and the level of public outreach was maximized. The compliments from the public and the policy makers regarding public involvement levels was very positive.

With regard to other planning concepts involved, one important focus was Transit Oriented Development. Areas surrounding current and proposed transit stations, including the future Tri-Rail Coastal Link, were designated as high-intensity areas suitable for mixed-uses and dense residential and commercial uses. This ties in to promoting transit and alternative modes of travel.

A novel feature of the Comprehensive Plan amendment is the use of the "Basket-of-Rights" concept to allocate density and intensity, rather than the more standard units per acre measurements. In this way, if certain properties do not develop their maximum entitlement, those unused units do not disappear, but are available to other projects in the subject zone. This policy favors developers over speculators, and encourages projects to move forward sooner rather than later.

Comprehensiveness

How have planning principles been observed, especially in consideration of the entry's effects on other public objectives? (Max. 200 words)

The application for Comprehensive Plan amendment was comprehensive in nature, and included analysis of existing and proposed uses and of public facilities and services. The study examined sanitary sewer, potable water, drainage, solid waste, recreation and open space, traffic circulation, mass transit and public education. It included an analysis of natural and historical resources, affordable housing, land use

compatibility, hurricane evacuation and redevelopment. Graphics including existing built residential units and nonresidential development, maximum development under current land use designation, and changes in the various infrastructure measurements mentioned above.

The amendment also addresses design principles and procedures in order to promote an urban form which creates well integrated land use combinations, balances intensity and density, promotes the safe, interconnectivity of vehicular, pedestrian and other nonmotorized movement, enhances the public realm (publicly owned or accessible spaces), protects the existing historic resources and promotes sustainability.

Finally, the amendment also contains features to address land use compatibility, calling for effective use of density, massing, building setbacks, height standards, and other design elements that increase compatibility between proposed and existing development.

Implementation (This is not a criterion for the Outstanding Student Project Award)

What steps were taken to build momentum and public support for following and implementing the project? (Max. 200 words)

As a first step in the renaissance of North Miami Beach, the City Council adopted a Strategic Plan. The Plan contains goals addressing livability and revitalization of our downtown and major corridors. The “Vision 2029” of the adopted Strategic Plan contains the principles of Convenient Mobility and Vibrant “Downtown” with a desire for unique public transportation with attractive stations serving the community, walkable neighborhoods, a vibrant downtown, and the availability of many types of alternative transportation modes. In fulfillment of these goals, the city’s new land-use regulations promoting mixed-use development with greater density and development flexibility for its key potential development areas, including around TOD station location was adopted. By tying the new Comprehensive Plan initiative the City’s Strategic Plan, the City has ensured the maximum possible support from both policymakers and the public, and the steps necessary to see the project through to completion are laid out in clear fashion.

Engagement

How various public interests involved and what were was the extent of that involvement? How does the project demonstrate a strong effort to solicit input from those who historically have been left out of the planning process? How were those affected brought into the planning process? How did the project obtain public and private support? (Max. 200 words)

The project was characterized by focus on public involvement and citizen outreach. Over more than a year, City planning staff and consultant RMA, Inc. conducted a rigorous schedule of public meetings, workshops, and hearings, to ensure very high levels of public interaction. The schedule of these meetings is below:

Public Input and Hearing Process (2014-2015)

- March 11, 2014 - Comp Plan and Zoning Kickoff Meeting
- March thru June - Stakeholder Interviews, Urban Design, Land Use and Zoning Analysis
- July - City Council Interviews
- September 15 - Community Planning Workshop (Downtown/CRA)
- September 22 - Community Planning Workshop (Intracoastal Mall)
- October 6 - Community Planning Workshop (Highland Village)
- October 21 - City Council Planning Workshop (Entire Study Area)
- January 6, 2015 - City Council Planning Workshop (Comp. Plan)
- January 12 - Planning & Zoning Board Hearing (Comp. Plan)
- January 20 - City Council First Reading (Comp Plan)
- January 27 - City Council Planning Workshop (Zoning)

- February 9 - Planning & Zoning Board Hearing (Zoning)
- March 3 - City Council First Reading (Zoning)
- March 17 - City Council Second Reading Adoption (Comp Plan and Zoning)

The City used its website and newsletters to bring stakeholders up-to-date information on the initiative. Many stakeholders complimented the City on its level of public outreach and wide public involvement.

Role of Planners

What was the role, significance and participation of planners? Was there a connection between the effort's success and increased awareness in the community of planners and planning? (Max. 200 words)

The lead planners for this project were Natasha Alfonso and Jean Dolan of RMA Associates, and Richard Lorber, Assistant City Manager for the City of North Miami Beach. Ms. Alfonso is an architect and urban planner specializing in community revitalization projects and new urban community design. She has extensive knowledge of new urban design principals. Ms. Dolan is an experienced Comprehensive Planner with thorough knowledge of Florida's community planning regulations. Mr. Lorber came to the City in August 2014, to help guide the initiative through the approval process. He is responsible for Planning and Zoning, Code Compliance, Building, Economic Development, and Legislative Affairs. Prior to working for NMB, he worked for years as Planning Director for the vibrant, dynamic City of Miami Beach. He taught planning classes FAU, and has held leadership posts within FAPA.

Together, Ms. Alfonso, Ms. Dolan and Mr. Lorber, along with several other key professional staff, were able to guide the Comp Plan initiative through to adoption, keeping to the stated schedule and timeframe. Their professionalism and dedication to planning proved invaluable in providing the confidence and guidance necessary for the policy makers to support the initiative.

Effectiveness

How did the project address the need or problem that prompted its initiation? How have the results made a difference in the lives of people affected? What level of effectiveness has the project had over time? (Max. 200 words)

The initiative to adopt new future land use designations and companion zoning with higher permitted residential densities and commercial intensities was prompted by the City's desire to move on from years of economic stagnation. This had caused fiscal imbalances and budgetary issues. While nearby municipalities flourished and grew, NMB's restrictive and outdated land use policies hampered attempts at generating new development. By modernizing land use, zoning and development regulations, the City is addressing its past challenges and moving forward towards a new vision.

The City adopted the new regulations in March 2015; it is too soon to see tangible results in the form of new building and development. Nevertheless, the level of interest in the new regulations and the possibilities of development in NMB is growing quickly; city staff are now working on bringing several new development proposals through the planning and site plan review process in the next few months. The City has been infused with a new spirit of optimism, and the expectation is that new development is on the horizon, which will go a long way towards helping to balance the City's tax base, provide new jobs, and contribute to the livability of NMB.



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

MEMORANDUM

 [Print](#)

TO: Mayor and City Council
FROM: Ana M. Garcia, City Manager
VIA: J. Scott Dennis, Chief of Police
DATE: Monday, September 21, 2015

RE: Forfeiture (LETF) Appropriation Request (J. Scott Dennis, Chief of Police)

**BACKGROUND
ANALYSIS:**

RECOMMENDATION:

**FISCAL/BUDGETARY
IMPACT:**

ATTACHMENTS:

 [LETF Request](#)



City of North Miami Beach, Florida

Police Department

Memorandum No. _____

Date: Ana M. Garcia
City Manager

To: J. Scott Dennis
Chief of Police

From: September 21, 2015

Subject: LETF Funds Request

I respectfully request that you place on the agenda for the next City Council meeting the attached appropriation request totaling **\$ 1,406,000.00** for expenditure from the Law Enforcement Trust Accounts. We will ask for **\$ 903,000.00** from the Federal Justice Law Enforcement Trust Fund (Fund 172), **\$ 0.00** from the Federal Treasury Law Enforcement Trust Fund (Fund 177), and **\$503,000.00** from the State/Local Law Enforcement Trust Fund (Fund 173).

As Chief of Police, I certify that to the best of my knowledge, the items requested below are in compliance with applicable Federal Guidelines and Florida Statute Chapter 932.7055, subsection 4, regarding the disposition of lien, seized, and forfeited property.

If you have any questions concerning this request, please contact Chief J. Scott Dennis at extension 2995 or Major Kevin Prescott at extension 2528.

cc: Kevin Prescott, Administrative Police Major
Adrian Thomas, Police Finance

Federal (Justice) LETF (Fund 172):

The above requested amount will be used for the following law enforcement related purpose(s):

1. Purchase of Gym Equipment for Police Department. \$ 90,000.00

This request is purchase new and upgraded gym equipment for the Police Department for department employees' use. This equipment will replace the current equipment in the gym. The new design of some of the equipment can easily be incorporated in any fitness and wellness program that maybe implemented in the future. Employees will have newer cardio equipment to track their progress to be healthier and more physically fit and help reduce injuries, stress and health costs to the employee and the City. This cost is also to upgrade the showers in the men's and women's locker room.

2. Purchase New Police Radios\$100,000.00

This request is to purchase additional radios for Police Officers. This cost includes new mobile radios and installation kits for Police vehicles as well as a 4 band radio for the marine patrol vessel. It also includes the purchase of hand held units.

3. Salary of a School Resource Officer \$ 75,000.00

This amount is to cover the salary for a School Resource Officer during the 2015/2016 school year. This position would assign a School Resource Officer fulltime (during the school calendar) to the local schools in order to teach drug and gang resistant programs (GREAT). They will also communicate with the students and school faculty and assist them with any law enforcement related issues that may arise from time to time. This officer will work with the Community Patrol Unit to address quality of life and enforcement issues on a daily basis in our local schools. He/she will also increase the visibility of law enforcement officers to parents and faculty. This request covers all benefits and overtime associated with this position.

4. Contribution to support "Do the Right Thing of Miami Inc."\$500.00

This request is to contribute \$500 to the community based program known as "Do the Right Thing Miami". This program supports a community-wide crime prevention initiative which impacts all jurisdictions. They communicate with school age children and helps them make positive decisions in their lives. They also reinforce the right decisions and helps guide the children in the program towards being productive citizens.

5. North Miami Beach Police Athletic League\$24,500.00

This request is to contribute \$24,500 to the newly forming North Miami Beach Police Athletic League. This program will be based within the City of NMB and will allow Law Enforcement Officers to engage

with youths in our community in an effort to build a positive relationship and prevent juvenile delinquency.

6. Police Training \$ 50,000.00

The Police Department is committed to further educating its personnel, and therefore requests funding for training programs. These programs will allow police employees to develop additional expertise in specific areas related to their job duties.

7. Rental vehicles for Gang/Fraud Task Force/ Vin \$ 50,000.00

In order to maintain the anonymity of the task force officers, rental vehicles are used. They provide versatility by allowing the Task Force Officers the ability to change the vehicle they are driving if the vehicle is compromised. In addition, a rental vehicle has no affiliation directly linked to a Law Enforcement agency so if the vehicle license plate is checked, there will be no information available to compromise the investigation or the officer.

8. Marine Patrol Task Force \$ 13,000.00

This request is to cover operating expenses such as fuel, maintenance along with overtime for officers during the six month operation. The task force will patrol the waterways in the North Miami Beach jurisdiction once a week for six months.

9. Task Force Related Overtime and Expenses..... \$ 500,000.00

This request provides partial funding for police task force units conducting protracted, long-term investigations. These task forces include but are not limited to the DEA and IRS, and are dedicated to investigating criminal activity related to illegal narcotic activity, robberies and gang related activities. The protracted investigations also include any in depth case investigated by the NMB Police Detectives.

Federal LETF Status Report (as of 9/11/2015):

| | |
|--|---------------------|
| Cash balance as of – 9/11/2015 | \$ 4,709,843 |
| <u>Unspent Appropriate Funds:</u> | |
| Council Appropriations | (3,283,869) |
| Expenditures | 1,317,427 |
| <u>Balance Available for Expenditure</u> | <u>\$ 2,743,401</u> |
| Total of this request | \$ 903,000 |

Federal (Treasury) LETF (Fund 177):

No requests from this fund at this time.

Federal (Treasury) Status Report (as of 9/11/2015):

| | |
|--------------------------------|--------------|
| Cash balance as of – 9/11/2015 | \$ 1,293,671 |
|--------------------------------|--------------|

Unspent Appropriate Funds:

| | |
|------------------------|----------|
| Council Appropriations | (19,460) |
| Expenditures | (0.00) |

| | |
|---|----------------------------|
| <u>Balance Available for Expenditure</u> | <u>\$ 1,274,211</u> |
|---|----------------------------|

| | |
|-----------------------|------|
| Total of this request | 0.00 |
|-----------------------|------|

State and Local LETF (Fund 173):

The above requested amount will be used for the following law enforcement related purpose(s):

1. Police Salary and Related Expenses \$420,000.00

This request provides funding in FY 2015 for salary and related expenses for 6 police employees. These employees include two Crime Prevention Officers, A Community Youth Coordinator, a Domestic Violence/ Prevention Coordinator, a Haitian Liaison, and a Police Training Coordinator. This request also provides funding for overtime crime prevention efforts and operating expenses.

2. Alternative to Suspension Program \$ 17,000.00

This request is to fund the ASP Program. The ASP is a partnership with CIS (Community In Schools), it is an alternative to outdoor suspension. It provides a classroom atmosphere during the suspension time which includes an academic component as well as a social/ life skills component. ASP serves approximately 150 students a year with suspension from 1-10 days in length. This program serves the community and students by keeping suspended students off of the street during the daytime and provides them with a constructive/ positive atmosphere of learning and motivation.

3. After School Programs \$ 34,000.00

This request is to fund the C.A.R.E. After School programs in Highland Village. This program is designed to expose students/residents from Kindergarten to 6th grade to educational and recreation activities that create trust and understanding between police officers and youth. These programs serves the community and students by providing a safe, structured atmosphere for young children can learn during after school hours. There is a Law Enforcement instructional component where uniformed Community Patrol Officers interact with these students each week.

4. Domestic Violence Walk \$7,000.00

The Domestic Violence Walk is held annually in the City of North Miami Beach. The event hosts celebrities, athletes, and other well-known people who help draw attention to the issue of domestic violence. Last year in Miami-Dade County, numerous people lost their lives in domestic violence related murders. This event is held to bring awareness to the problem of domestic violence and encourage those who are afraid to report the violence and to seek help and assistance.

State and Local LETF Status Report (as of 7/2/2015):

Unspent Appropriate Funds:

| | |
|-----------------------------------|------------|
| Balance Available for Expenditure | \$ 921,357 |
|-----------------------------------|------------|

| | |
|-----------------------|------------|
| Total of this request | \$ 503,000 |
|-----------------------|------------|



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

MEMORANDUM

 **Print**

TO: Mayor and City Council
FROM: Ana M. Garcia, City Manager
VIA:
DATE: Monday, September 21, 2015

RE: Sukkot

**BACKGROUND
ANALYSIS:**

RECOMMENDATION:

**FISCAL/BUDGETARY
IMPACT:**

ATTACHMENTS:

▣ [Sukkot Flyer](#)

Happy Sukkot



The City of North Miami Beach
will have palm fronds available for
pickup outside our nursery facility

located at **1490 NE 160th Street**
starting on

Monday, September 21, 2015
thru Friday, September 25, 2015.

Due to the Yom Kippur Holiday there will be
No pickup on Wednesday September 23rd.

The fronds will be available between the hours of 9:00 am and 3:00 pm to all residents and synagogues of North Miami Beach including the unincorporated enclaves known as the "donut holes" and unincorporated sections of Sky Lake. Due to the limited availability of healthy palm fronds, please be aware that no wholesale collection will be allowed and proof of residency will be required.

For more information call **305-948-2980.**
Have a happy and healthy holiday season



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North Miami Beach, FL 33162
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www.citynmb.com

MEMORANDUM

 **Print**

TO: Mayor and City Council
FROM: Ana M. Garcia, City Manager
VIA:
DATE: Monday, September 21, 2015

RE: 8th Annual Domestic Violence Walk, October 3, 2015

**BACKGROUND
ANALYSIS:**

RECOMMENDATION:

**FISCAL/BUDGETARY
IMPACT:**

ATTACHMENTS:

▣ [8th Annual Domestic Violence Walk Flyer](#)

8th Annual DOMESTIC VIOLENCE WALK

FREE!



Saturday, October 3, 2015

4:00 PM Registration 5:45 PM Walk

GWEN MARGOLIS AMPHITHEATER

16501 NE 16th Avenue, North Miami Beach

*Behind the NMB Library, For more information call NMBPD Advocate
Renee Darden at 305-948-2940*

Food • Entertainment • FREE T-shirt with registration fee • 2 Mile non-competitive awareness walk
• All proceeds benefit Safe Space Foundation Victim Shelter. SafeSpaceFoundation.com





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MEMORANDUM

 [Print](#)

TO: Mayor and City Council
FROM: Ana M. Garcia, City Manager
VIA: Paulette Murphy, Director of Parks & R.E.C.
DATE: Monday, September 21, 2015

RE: Librarian Edenia Hernandez - National Award LIBER
International Book Fair in Madrid, Spain

BACKGROUND ANALYSIS: Edenia Hernandez is amongst the 22 librarians selected in the United States to attend the LIBER, 33rd Annual International Book Fair in Madrid, Spain on October 7-9, 2015. The trip is sponsored by the Embassy of Spain in the U.S. Ms. Hernandez will receive \$1,020 to purchase books for our Library.

RECOMMENDATION:

**FISCAL/BUDGETARY
IMPACT:**

ATTACHMENTS:

None



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

MEMORANDUM

 **Print**

TO: Mayor and City Council
FROM: Jose Smith, City Attorney
VIA:
DATE: Monday, September 21, 2015

RE: Litigation List (Jose Smith, City Attorney)

**BACKGROUND
ANALYSIS:**

RECOMMENDATION:

**FISCAL/BUDGETARY
IMPACT:**

ATTACHMENTS:

▣ [Litigation List September 21, 2015](#)

LITIGATION LIST

TO: Mayor and City Council

FROM: Jose Smith, City Attorney

DATE: September 21, 2015

LITIGATION LIST

I. Civil Rights:

II. Personal Injury:

III. Other Litigation:

IV. Forfeitures:

- **CNMB v. Cabrera/Portorreal**
\$23,000.00 IN U.S. CURRENCY, \$4,000.00 IN U.S. CURRENCY
\$71.00 IN U.S. CURRENCY
- **CNMB v. Foust/Ospina/Mack/Quintero**
\$24,000.00 IN U.S. CURRENCY, \$1,000.00 IN U.S. CURRENCY
\$640.00 IN U.S. CURRENCY

V. Mortgage Foreclosures:

- **Deutsche Bank v. Renel Sejour**
- **JP Morgan Chase v. Victor Parades a/k/a Victor Paredes**

VI. Bankruptcies:

- **New Case**



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MEMORANDUM

 **Print**

TO: Mayor and City Council
FROM: Ana Garcia, City Manager
VIA: Candido Sosa-Cruz, Director of Code Compliance & Building Services
DATE: Monday, September 21, 2015

RE: G5ive, LLC D/B/A G5ive (Candido Sosa-Cruz, Director of Code Compliance & Building Services)

BACKGROUND ANALYSIS: In order to operate a business in the City of North Miami Beach, during the hours from 4:00 am to 6:00 am Extension of Hours Business Tax Receipt. Per Ordinance No. 2012-17 applicants have to appear before City Council and request an extended license.

RECOMMENDATION: A non-refundable Business Tax Receipt fee for extended hours, shall be subject to annual review before the issuance of the yearly Business Tax Receipt by the City Council and a satisfactory report from the Chief of Police.

FISCAL/BUDGETARY IMPACT: For fiscal year 2015-2016 the Business Tax Receipt Division received \$21,328.95 in Business Tax Receipt fee from G5ive. Below is a detailed break down of the fee:

Adult Entertainment License Fee: \$10,015.00
Night Club License Fee: \$ 1,833.95
Extension of Hours 2 am to 4 am: \$ 3,165.00
Extension of Hours 4 am to 6 am: \$ 6,315.00

ATTACHMENTS:

- ❑ [Business Tax Receipt Application, Police Background Check, Ordinance 2012-17: 4 to 6 AM Extension of Hours, State Licensing: Permanent Food Service & 4 COP; Corporate Documentation](#)
- ❑ [City Manager Approval: 2 to 4 AM Extension of Hours](#)



Business Tax Receipt Application

Form 513

Please make sure to fill out the application completely and legibly, and that you submit all required documentation to prevent any delays or denial of your application. If a question does not apply, please write N/A for that item. Payment of fees due upon application does not constitute approval. If you open your business prior to receiving your Business Tax Receipt, the City may charge additional penalty fees, place a lien on this property, or shutdown your business.

☒ New Business

PENDING APPROVAL

☐ Transfer of Location From: _____

☐ Transfer of Ownership From: _____

MAIL ADDRESS: 835 MULLRANY DR. Coppell TX 75019

| | | |
|---|---|---|
| Date Applied: <u>1/8/12</u> | Date Opening: <u>2/24/12</u> | Hours & Days of Operation: <u>SUN - SAT 2PM - 6AM</u> |
| Trade/DBA Name: <u>GSIVE</u> | Corporate Name: <u>GSIVE, LLC.</u> | |
| Business Address: <u>337, 339, 341, 343, 345, 347, 349 NW 170th St. North Miami Beach, FL 33169</u> | Mailing Address: <u>835 Mullrany Dr. Coppell TX 75019</u> | |
| Business Phone: <u>305 917 4548</u> | Alternate Phone: <u>305 917 4547</u> | |
| Business Fax: <u>305 917 4546</u> | Plaza/Building Name: <u>N/A</u> | |
| E-mail: <u>GSIVELIFE@gmail.com</u> | Website: <u>www.GSIVE.com</u> | |
| Name, Title and Home Address of All Persons Associated With the Business: (If additional space is needed, please attach.) | | |
| 1. <u>ANTONIO Bryant 959 NW 204 St Miami Gardens, FL 33169</u> | | |
| 2. _____ | | |
| 3. _____ | | |
| 4. _____ | | |

Complete Information Below, if applicable:

Fictitious Name Registration (Please submit a copy of your registration with the application.) **OR** check the appropriate box below: This certifies that the above-named business is exempt from registering for a fictitious name for the following reason: (check one)

- ☒ It is a registered legal entity with the State of Florida.
☒ I am licensed by the Department of Business & Professional Regulation or the Department of Health.
☐ It is operated under the legal name(s) of the owner(s).

Federal Tax Id #: 27-4643554 Incorporation Reg #: L11000007298
State Certificate #: _____ (Please submit a copy with the application.) Square Footage of Space: 14000

1. Is this business location run on Septic Service? ☐ Yes ☒ No
2. Previous Business Use of Property: EXISTING ADULT ENTERTAINMENT Previous Business's Name: DIAMONDS GENTLEMEN CLUB
3. Is this a minority-owned business? (optional) ☒ Yes ☐ No de
4. Are you interested in receiving information from the City regarding economic development opportunities, programs or grants? ☒ Yes ☐ No

| | |
|--|--|
| Property Owner/Landlord Name: (If different from business owner) <u>JEFF CORNFELD</u> | Trade/DBA Name: <u>CORNFELD GROUP</u> |
| Mailing Address: | Business Phone: <u>954 989 2200</u> |

DETERMINATION OF BUSINESS TAX FEES

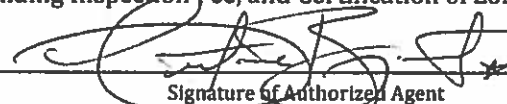
Nature of Business: Please provide a detailed description of what products will be sold and what services will be rendered.

EXTENSION OF HOURS 4am - 6am

1. Are you sharing space with another business? ☐ Yes ☒ No - If YES, Business Name: _____
(Please submit a letter from this Business verifying same.)
2. Will you be serving alcohol on the premises? ☒ Yes ☐ No - If YES, do you have a ☐ 2COP ☐ 4COPSRX ☒ 4COP
3. Are you requesting an extension of hours? ☒ Yes ☐ No - If YES, select: ☐ 2:00 am - 4:00 am ☒ 4:00 am - 6:00 am
4. Is this business going to have retail or wholesale? ☐ Yes ☐ No - If YES, provide the Cost of Inventory: \$ _____
5. Is this a home-based business? ☐ Yes ☒ No - If YES, indicate your vehicle: Make: _____ Model: _____ Year: _____
6. Are you designated by the IRS as a 501(c)3? ☐ Yes ☒ No - If YES, please submit documentation of status.
7. Are you claiming any exemptions per F.S. Chapter 205? ☒ Yes ☐ No - If YES, please submit documentation of status.

I, ANTONIO BRYANT, as authorized agent for the above-referenced business do hereby certify that:

1. I have read, understand and will comply with all applicable ordinances of the City of North Miami Beach as it may relate directly to the nature of this business.
2. I will not open a business prior to paying for and receiving my City Business Tax Receipt and my Miami-Dade County Business Tax Receipt (if applicable).
3. I understand that any false or misleading information or failure to comply with the Code of Ordinances of the City of North Miami Beach at anytime could result in the shutdown of my business, a lien being placed on the property, revocation of my City Business Tax Receipt, and additional fines, penalties, and cost collection fees.
4. I acknowledge that my Business Tax Receipt expires on September 30th of each year and that I am responsible for annually submitting all required documents and applicable fees prior to that date or I will be responsible for ALL additional fines, penalties, and cost collection fees provided for by the Code of the City of North Miami Beach and ALL applicable Florida Statutes.
5. I will immediately notify the City, in writing, if this business has any change(s) of ownership, location, contact information, nature of business and/or when this business ceases operations.
6. I understand that the following fees are non-refundable, as per Chapter XII of the City's Code of Ordinances: Application Fee, Building Inspection Fee, and Certification of Zoning Fee.

X  Date: 1/6/12
Signature of Authorized Agent

ANTONIO BRYANT Title: MGR
Print Name

4:00 A.M. - 6:00 A.M.

1/9/12

| Extension of Hours | | Fees & Payment Information (For Office Use Only) | | | |
|---------------------------------|----------|--|-------|-----------------------------------|-----------------------------|
| Class Code: <u># 4182</u> | | Application Fee | 35.00 | Total Due: <u>3185.00</u> | |
| Class Code: <u>Int 6 months</u> | 3,150.00 | Certificate of Zoning Use Fee | | Payment Type: <u>Check</u> | |
| Class Code: | | Building Inspection Fee | | | |
| Class Code: | | Penalties/Late Fees | | | |
| Class Code: | | Transfer Fee | | Received By: <u>de</u> | Date Routed: <u>1/10/12</u> |

| Administrative Approvals (For Review Departments Use Only) | | | |
|--|-----------------------------------|---------------------------------|------|
| Department | Approved <input type="checkbox"/> | Denied <input type="checkbox"/> | Date |
| | | | |

G-5 Calls for service

August 21, 2014 through September 1, 2015

Disturbances:

- 1- 01/31/2015 @ 0058 hrs. Between two tow trucks
- 2- 02/08/2015 @ 2040 hrs. Caused by patron
- 3- 03/02/2015 @ 0257 hrs. Customer dispute
- 4- 03/09/2015 @ 0103 hrs. Caused by patrons
- 5- 04/15/2015 @ 0413 hrs. Caused by patrons
- 6- 05/24/2015 @ 0323 hrs. Caused by patrons
- 7- 05/31/2015 @ 0327 hrs. Caused by patron

Investigation:

- 1- 08/23/2014 @ 0243 hrs. Theft of a firearm
- 2- 12/27/2014 @ 0400 hrs. Burglary to a vehicle
- 3- 01/07/2015 @ 0213 hrs. Assisted fire rescue with and injured patron
- 4- 01/09/2015 @ 0841 hrs. Theft case
- 5- 01/17/2015 @ 0320 hrs. Burglary to a vehicle
- 6- 01/19/2015 @ 1020 hrs. Theft of a firearm
- 7- 01/24/2015 @ 0257 hrs. Civil matter
- 8- 05/24/2015 @ 0327 hrs. Suspicious vehicle
- 9- 05/25/2015 @ 0357 hrs. Suspicious person
- 10- 07/11/2015 @ 0631 hrs. Theft case
- 11- 07/29/2015 @ 2322 hrs. Restraining order served
- 12- 07/29/2015 @ 0402 hrs. Burglary to a vehicle
- 13- 08/26/2015 @ 0534 hrs. Burglary to a vehicle

Assault and Battery:

- 1- 06/10/2015 @ 0217 hrs. Assault and Battery 2015-0610-02
- 2- 08/12/2015 @ 0101 hrs. Large Fight between patrons 2015-0812-02
- 3- 08/12/2015 @ 0116 hrs. Assault and Battery 2015-0812-01

Alarm:

- 1- 12/03/2014 @ 1433 hrs. Fire alarm

3:09:49 PM 8/28/2015

Licensee Details**Licensee Information**

Name: **G5IVE LLC (Primary Name)**
G5IVE (DBA Name)
Main Address: **337 N W 170 STREET**
NORTH MIAMI BEACH Florida 33169
County: **DADE**

License Mailing:

LicenseLocation: **337 NW 170TH STREET**
NORTH MIAMI BEACH FL 33169
County: **DADE**

License Information

License Type: **Retail Beverage**
Rank: **4COP**
License Number: **BEV2300774**
Status: **Current,Active**
Licensure Date: **06/17/2011**
Expires: **03/31/2016**

| Special Qualifications | Qualification Effective |
|--|--------------------------------|
| Invoice Sent | 08/02/2011 |
| Cash on Delivery | 08/26/2015 |
| Dual Beverage and Tobacco License | 06/17/2011 |
| Quota License | 06/17/2011 |
| Liens | |
| Vending Machine | 08/01/2011 |
| Over the Counter | 06/17/2011 |

Alternate Names

2:16:28 PM 8/28/2015

Licensee Details**Licensee Information**

Name: **G5IVE LLC (Primary Name)**
G5IVE (DBA Name)

Main Address: **337 NW 170 ST**
NORTH MIAMI BEACH Florida 33169

County: **DADE**

License Mailing: **835 MULLRANG DR**
COPPELL TX 75019

County: **DADE**

LicenseLocation: **337 NW 170 ST**
NORTH MIAMI BEACH FL 33169

County: **DADE**

License Information

License Type: **Permanent Food Service**

Rank: **Seating**

License Number: **SEA2333496**

Status: **Current,Active**

Licensure Date: **04/05/2012**

Expires: **10/01/2016**

Special Qualifications **Qualification Effective**

Plan Review **01/27/2012**

150-249 SEATS

Risk Level 1 **05/02/2015**

Alternate Names[View Related License Information](#)[View License Complaint](#)[View Recent Inspections](#)

ORDINANCE NO. 2012-17

AN ORDINANCE AMENDING CHAPTER 12, ARTICLE II, OF THE CODE OF THE ORDINANCES OF THE CITY OF NORTH MIAMI BEACH ENTITLED "ALCOHOLIC BEVERAGES" BY AMENDING SECTION 12-2.2, SUBSECTION c.1-5, TO REQUIRE A TWELVE-MONTH WAITING PERIOD AFTER THE DENIAL OF A 4:00 A.M. TO 6:00 A.M. EXTENDED LICENSE PRIOR TO A SUBSEQUENT APPLICATION FOR THE EXTENDED LICENSE; PROVIDING FOR THE REPEAL OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE CODIFICATION OF THIS ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in order to operate a business in the City of North Miami Beach during the hours from 4:00 a.m. to 6:00 a.m., the business must obtain an extended license from the City Council; and

WHEREAS, all too often, businesses in the City applying for a 4:00 a.m. - 6:00 a.m. extended license are denied and repeatedly appear before the City Council until the Council ultimately approves the license; and

WHEREAS, without any changed circumstances, applicants continuously and repeatedly appear before City Council and request an extended license; and

WHEREAS, the Code of Ordinances already has an appeal process in place should an extended license be denied; and

WHEREAS, the Mayor and City Council believe that requiring a twelve-month waiting period after the denial of a 4:00 a.m. - 6:00 a.m. extended license prior to a subsequent application for the extended license will be consistent with other denial procedures outlined in the City Code.

NOW, THEREFORE,

ORDINANCE NO. 2012-17

BE IT ORDAINED by the City Council of the City of North Miami Beach, Florida that.

Section 1. The foregoing recitals are true and correct.

Section 2. Section 12-2.2 c.1-5 of the Code of Ordinances of the City of North Miami Beach is hereby amended as follows:

**Section 12-2.2 Permitted Days and Hours of Sale - Sunday Restrictions;
Hotels and Nightclubs.**

c.1. Upon application by a holder of a business tax receipt for a business tax receipt to further extend hours, and after an investigation and report by the Chief of Police to the City Council, the City Council shall have the authority, in its discretion, to further extend the hours of a distributor or vendor of alcoholic beverages from 4:00 a.m. to 6:00 a.m.

2. The issuance of the business tax receipt for the extension of hours from 2:00 a.m. to 4:00 a.m. shall be obtained prior to applying for a business tax receipt to extend hours from 4:00 a.m. to 6:00 a.m.

3. Upon the denial of an application for an extension of hours business tax receipt, a period of twelve (12) months must run prior to the filing of a subsequent application relating to the subject business.

24. Upon approval by the City Council for a 4:00 a.m. - 6:00 a.m. business tax receipt, the initial license shall be issued for a six (6) month period at a non-refundable fee of one-half the annual fee. The applicant shall not be entitled to the return of any application fee should the 4:00 a.m. - 6:00 a.m. business tax receipt be denied.

35. Thereafter, upon approval by the City Council, a business tax receipt for extended hours shall be issued for a non-refundable fee subject to annual review before the issuance of the yearly business tax receipt by the City Council and a satisfactory report from the Chief of Police, as follows:

Class A: One thousand fifty (\$1,050.00) dollars per year.

Class B: Three thousand one hundred fifty (\$3,150.00) dollars per year.

ORDINANCE NO. 2012-17

**Class C: Six thousand three hundred (\$6,300.00) dollars
per year.**

Section 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.


Section 4. If any section, subsection, clause or provision of this Ordinance is held invalid the remainder shall not be affected by such invalidity.

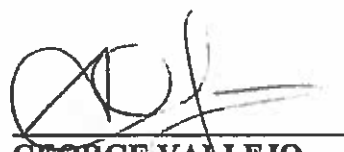
Section 5. It is the intention of the City Council of the City of North Miami Beach and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of North Miami Beach, Florida. The Sections of this Ordinance may be renumbered or relettered to accomplish this intention and the word "Ordinance" may be changed to "Section", "Article" or other appropriate word as the codifier may deem fit.

APPROVED BY TITLE ONLY on first reading this 7th day of August, 2012.

APPROVED AND ADOPTED on second reading this 4th day of September, 2012.

ATTEST:


PAMELA L. LATIMORE
CITY CLERK
(CITY SEAL)


GEORGE VALLEJO
MAYOR

APPROVED AS TO FORM


DARCEE S. SIEGEL
CITY ATTORNEY

Sponsored by: Mayor George Vallejo
City Council

ORDINANCE NO. 2012-17

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Detail by Entity Name

Florida Limited Liability Company

G5IVE, LLC

Filing Information

Document Number L11000007298
FEI/EIN Number NONE
Date Filed 01/18/2011
State FL
Status ACTIVE
Effective Date 01/13/2011
Last Event LC AMENDMENT
Event Date Filed 07/26/2011
Event Effective Date NONE

Principal Address

337 NW 170 STREET
NORTH MIAMI BEACH FL 33169

Mailing Address

337 NW 170 STREET
NORTH MIAMI BEACH FL 33169

Registered Agent Name & Address

BRYANT, ANTONIO
337 NW 170 STREET
NORTH MIAMI BEACH FL 33169 US

Name Changed: 09/23/2011

Manager/Member Detail

Name & Address

Title MGR

BRYANT, ANTONIO
236 AUBURN AVE SUITE 301
ATLANTA GA 30303

Annual Reports

No Annual Reports Filed

Document Images

[09/23/2011 -- Reg. Agent Change](#)[07/26/2011 -- LC Amendment](#)

| | |
|---|--|
| | View image in PDF format |
| 06/02/2011 -- LC Amendment | View image in PDF format |
| 03/30/2011 -- LC Amendment | View image in PDF format |
| 01/18/2011 -- Florida Limited Liability | View image in PDF format |

Note: This is not official record. See documents if question or conflict.

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State of Florida, Department of State



City of North Miami Beach Interoffice Memorandum

Business Tax Receipt

TO: Ana Garcia, City Manager
FROM: Richard Lorber, Director of Community Development
DATE: September 9, 2015

RE: Request Approval or Denial of Extension of Hours for 2:00 A.M. to 4:00 A.M. Licensees, as per Ordinance No. 91-13

The following are licensees who are requesting the renewal of the 2 A.M. to 4 A.M. extension of hours Business Tax Receipt. They have paid in full and complied with the Cities requirements in regards to the 15/16 license.

They have also obtained and provided us with the current state licenses from the State of Florida Department of Business Regulation, Permanent Food Service and the 4COP Alcohol Beverage & Tobacco. I respectfully request your decision, in writing, as per Ordinance No. 91-13 to approve or deny their extension for the period of one (1) year.

Licensee:

1. Dean's Gold
2. G5ive

As always, if you have any questions, please do not hesitate to contact me at 2917.

Ana Garcia, City Manager

Approved


Denied

Date

9.10.2015

C: Mac Serda, Assistant City Manager
Candido Sosa-Cruz, Director of Code Compliance & Building Services
Marlene Rivera, License Specialist





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

MEMORANDUM

 [Print](#)

TO: Mayor and City Council
FROM: Ana Garcia, City Manager
VIA: Candido Sosa-Cruz, Director of Code Compliance & Building Services
DATE: Monday, September 21, 2015

RE: Platinum South Inc. D/B/A Dean's Gold (Candido Sosa-Cruz, Director of Code Compliance & Building Services)

BACKGROUND ANALYSIS:

In order to operate a business in the City of North Miami Beach, during the hours from 4:00 am to 6:00 am, a business must obtain an extended license from the City Council.

Platinum South Inc. D/B/A Dean's Gold is an adult entertainment establishment requesting to obtain a 4:00 am to 6:00 am Extension of Hours Business Tax Receipt. Per Ordinance No. 2012-17 applicants have to appear before City Council and request an extended license.

RECOMMENDATION:

A non-refundable Business Tax Receipt fee for extended hours, shall be subject to annual review before the issuance of the yearly Business Tax Receipt by the City Council and a satisfactory report from the Chief of Police.

FISCAL/BUDGETARY IMPACT:

For fiscal year 2015-2016 the Business Tax Receipt Division received \$21,596.90 in Business Tax Receipt fees from Dean's Gold. Below is a detailed breakdown of the fees:

Adult Entertainment License Fee: \$10,515.00
Night Club License: \$ 1,601.90
Extension of Hours 2 am to 4 am: \$ 3,165.00
Extension of Hours 4 am to 6 am: \$ 6,315.00

ATTACHMENTS:

- ❑ [Business Tax Receipt Application, Police Background Check, Ordinance 2012-17: 4 to 6 AM Extension of Hours, State Licensing: Permanent Food Service & 4 COP, Corporate Documentation](#)
- ❑ [City Manager Approval: 2 to 4 AM Extension of Hours](#)

OFFICIAL USE

SOLID GOLD

OCCUPATIONAL LICENSE APPLICATION

OFFICIAL USE

 RECEIVED
 INCOMPLETE

98 JUL 31 PM 4:36



4 AM-6 AM

 CITY OF NORTH MIAMI BEACH
 17011 N.E. 19th AVENUE

 OFFICE OF THE CITY CLERK
 NORTH MIAMI BEACH, FL 33162

Pursuant to the Code of Ordinances of the City of North Miami Beach and any Amendments thereto, I (We) hereby make application for an Occupational License to conduct the business described below, and I (We) expect to commence operation, or have commenced operation of said business on or about _____.

TRANSFER DATA: Pursuant to the Code of Ordinances of the City of North Miami Beach, I (WE) hereby make application for TRANSFER of Occupational License No. _____ (Account No. _____) by reason of:

LOCATION: From _____
 To _____

OWNERSHIP: From _____ SUNNY ISLES FOOD & BEVERAGE, INC., a Florida corporation
 To _____ PLATINUM SOUTH, INC., a Florida corporation

ADDITIONS, DELETIONS, AND/OR OTHER CHANGES: The present owner ☒ NEW (or transfer) does not presently hold an occupational license in North Miami Beach; thus, we do not know if the City will deem our application as a transfer of original license held by Sunny Isles Food & Beverage, Inc., a Florida corporation, which has expired, or treat this application as a new application.

☐ TRANSFER
☐ ADDITIONS
☐ CHANGES
☐ OTHER

BUSINESS ADDRESS: 2355 N.E. 163rd Street, North Miami Beach, FL **DATE:** 11/12/98

MAILING ADDRESS: same **MAILED:** _____

NAME OF INDIVIDUAL, FIRM, CORP., P.A., ETC.: _____
 PLATINUM SOUTH, INC., a Florida corporation **REC'D:** _____

TRADE NAME: SOLID GOLD **D.O.B:** _____

NAMES of ALL persons associated as Partners/ DEAN TYLER, President
Officers/Mgrs./Sales People/etc. and their RUSSELL ROSENTHAL, Vice President/Treasurer
TITLES and RESIDENCE ADDRESS 310 Coffee Pot Rivera, St. Petersburg, Florida

PRIOR BUSINESS, Owner or Lessee Flanagan's Enterprises, Inc., a Fla. corp. (adult nightclub; package store)

| STATE FULL NATURE OF BUSINESS: | LICENSE FEE | CLASS or CODE No. |
|--|-------------|-------------------|
| EXTENSION OF HOURS: 4:00 a.m. to 6:00 a.m. | | |
| | | |
| | | |
| | | |

| CERTIFICATION DATA: | STOCK/COST VALUE \$ | TELEPHONE No. |
|--------------------------|-----------------------|--|
| Professional/Corporation | NO. SEATS/RESTAURANT | BUSINESS (954) 565-4557 (Broward) |
| PERM. STATE No. | NO. ROOMS/APARTMENTS | RESIDENCE BUSINESS: (813) 288-8008 |
| Annual Rnwl. Ctf. # | NO. WASHERS/DRYERS | EMERGENCY (Tampa) |
| Which expires: | NO. AMUSEMENT DEVICES | EMERGENCY: (813) 205-2001 (Cell Phone) |
| | NO. GASOLINE PUMPS | |

NOTICE

OCCUPATIONAL LICENSES ARE ISSUED ONLY AFTER APPROVAL OF ZONING, BUILDING, FIRE INSPECTIONS (WHERE APPLICABLE), PAYMENT OF INPLANT FEE (WHERE APPLICABLE).

I CERTIFY THAT ALL INFORMATION SHOWN ABOVE TO BE TRUE AND CORRECT, AND I DO UNDERSTAND THAT THE SAID BUSINESS AND/OR PREMISE IS NONTRANSFERRABLE, WITHOUT CITY APPROVAL. LICENSES OBTAINED ON A MISREPRESENTATION OF A MATERIAL FACT ARE NULL AND VOID.

PLATINUM SOUTH, INC., a Florida corporation

11/12/98



ROSENTHAL
ROSENTHAL
RASCO, LLC

December 4, 2008

Mr. Sol Odenz
CITY OF NORTH MIAMI BEACH
17011 N. E. 19th Avenue
North Miami Beach, Florida 33162

Re: Platinum South, Inc. d/b/a Solid Gold
Change of Name

Dear Sol:

In connection with the captioned, please be advised that Platinum South, Inc. d/b/a Solid Gold is changing their fictitious name (Solid Gold) to Dean's Gold. The ownership of Platinum South, Inc. will remain the same, with no change of ownership, officers or directors.

I would appreciate it if you would change any and all licenses currently reflecting the d/b/a of Solid Gold to Dean's Gold, and in that regard issue new licenses or corrected licenses to Platinum South, Inc. d/b/a Dean's Gold.

If there are any charges in connection with this request please forward them directly to me. If you have any question with regard to the above and foregoing please contact me at your earliest convenience.

Cordially,

ROSENTHAL ROSENTHAL RASCO

BY


ALAN S. ROSENTHAL

ASR:cw

cc: Mr. Kelvin L. Baker, City Manager; Facsimile Number: 305-957-3602
Howard Lenard, Esquire, City Attorney; Facsimile Number: 305-787-6004
Mr. Dean Tyler; Facsimile Number: 305-919-7334
Mr. Russell Rosenthal; Facsimile Number: 1-516-432-5973
Ms. Brenda Carey; Facsimile Number: 305-919-7334

RECEIVED
08 DEC -9 AM 8:41
CITY CLERK'S OFFICE

Calls for Service for Dean's Gold

August 20, 2014 through September 1, 2015

Investigations:

- 1- 09/06/2014 @ 0038 hrs. Burglary to a vehicle
- 2- 11/25/2014 @ 1450 hrs. Fraud case
- 3- 12/16/2014 @ 1524 hrs. Theft case
- 4- 04/30/2015 @ 0019 hrs. Attempt robbery
- 5- 07/02/2015 @ 1318 hrs. Found property
- 6- 08/21/2015 @ 1239 hrs. Theft case

Disturbance:

- 1- 09/01/2014 @ 0234 hrs. Caused by patron
- 2- 11/25/2014 @ 0127 hrs. Customer dispute

Accidents:

- 1- 12/20/2014 @ 0625 hrs. Parking lot
- 2- 01/16/2015 @ 1513 hrs. Parking lot
- 3- 05/15/2015 @ 1451 hrs. Hit and Run
- 4- 07/22/2015 @ 0046 hrs. Hit and Run

ORDINANCE NO. 2012-17

AN ORDINANCE AMENDING CHAPTER 12, ARTICLE II, OF THE CODE OF THE ORDINANCES OF THE CITY OF NORTH MIAMI BEACH ENTITLED "ALCOHOLIC BEVERAGES" BY AMENDING SECTION 12-2.2, SUBSECTION c.1-5, TO REQUIRE A TWELVE-MONTH WAITING PERIOD AFTER THE DENIAL OF A 4:00 A.M. TO 6:00 A.M. EXTENDED LICENSE PRIOR TO A SUBSEQUENT APPLICATION FOR THE EXTENDED LICENSE; PROVIDING FOR THE REPEAL OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE CODIFICATION OF THIS ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in order to operate a business in the City of North Miami Beach during the hours from 4:00 a.m. to 6:00 a.m., the business must obtain an extended license from the City Council; and

WHEREAS, all too often, businesses in the City applying for a 4:00 a.m. - 6:00 a.m. extended license are denied and repeatedly appear before the City Council until the Council ultimately approves the license; and

WHEREAS, without any changed circumstances, applicants continuously and repeatedly appear before City Council and request an extended license; and

WHEREAS, the Code of Ordinances already has an appeal process in place should an extended license be denied; and

WHEREAS, the Mayor and City Council believe that requiring a twelve-month waiting period after the denial of a 4:00 a.m. - 6:00 a.m. extended license prior to a subsequent application for the extended license will be consistent with other denial procedures outlined in the City Code.

NOW, THEREFORE,

ORDINANCE NO. 2012-17

BE IT ORDAINED by the City Council of the City of North Miami Beach, Florida that.

Section 1. The foregoing recitals are true and correct.

Section 2. Section 12-2.2 c.1-5 of the Code of Ordinances of the City of North Miami Beach is hereby amended as follows:

**Section 12-2.2 Permitted Days and Hours of Sale - Sunday Restrictions;
Hotels and Nightclubs.**

c.1. Upon application by a holder of a business tax receipt for a business tax receipt to further extend hours, and after an investigation and report by the Chief of Police to the City Council, the City Council shall have the authority, in its discretion, to further extend the hours of a distributor or vendor of alcoholic beverages from 4:00 a.m. to 6:00 a.m.

2. The issuance of the business tax receipt for the extension of hours from 2:00 a.m. to 4:00 a.m. shall be obtained prior to applying for a business tax receipt to extend hours from 4:00 a.m. to 6:00 a.m.

3. Upon the denial of an application for an extension of hours business tax receipt, a period of twelve (12) months must run prior to the filing of a subsequent application relating to the subject business.

24. Upon approval by the City Council for a 4:00 a.m. - 6:00 a.m. business tax receipt, the initial license shall be issued for a six (6) month period at a non-refundable fee of one-half the annual fee. The applicant shall not be entitled to the return of any application fee should the 4:00 a.m. - 6:00 a.m. business tax receipt be denied.

35. Thereafter, upon approval by the City Council, a business tax receipt for extended hours shall be issued for a non-refundable fee subject to annual review before the issuance of the yearly business tax receipt by the City Council and a satisfactory report from the Chief of Police, as follows:

Class A: One thousand fifty (\$1,050.00) dollars per year.

Class B: Three thousand one hundred fifty (\$3,150.00) dollars per year.

ORDINANCE NO. 2012-17

**Class C: Six thousand three hundred (\$6,300.00) dollars
per year.**

Section 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.


Section 4. If any section, subsection, clause or provision of this Ordinance is held invalid the remainder shall not be affected by such invalidity.

Section 5. It is the intention of the City Council of the City of North Miami Beach and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of North Miami Beach, Florida. The Sections of this Ordinance may be renumbered or relettered to accomplish this intention and the word "Ordinance" may be changed to "Section", "Article" or other appropriate word as the codifier may deem fit.

APPROVED BY TITLE ONLY on first reading this 7th day of August, 2012.

APPROVED AND ADOPTED on second reading this 4th day of September, 2012.

ATTEST:


PAMELA L. LATIMORE
CITY CLERK
(CITY SEAL)


GEORGE VALLEJO
MAYOR

APPROVED AS TO FORM


DARCEE S. SIEGEL
CITY ATTORNEY

Sponsored by: Mayor George Vallejo
City Council

ORDINANCE NO. 2012-17

9:15:37 AM 9/3/2015

Licensee Details**Licensee Information**

Name: **PLATINUM SOUTH INC (Primary Name)**
DEAN'S GOLD (DBA Name)

Main Address: **2355 NE 163 ST**
NORTH MIAMI BEACH Florida 33160

County: **DADE**

License Mailing: **2355 NE 163 ST**
NORTH MIAMI BEACH FL 33160

County: **DADE**

LicenseLocation: **2355 NE 163 ST**
NORTH MIAMI BEACH FL 33160

County: **DADE**

License Information

License Type: **Permanent Food Service**

Rank: **Seating**

License Number: **SEA2315163**

Status: **Current,Active**

Licensure Date: **07/29/1998**

Expires: **10/01/2016**

Special Qualifications **Qualification Effective**

Risk Level 1 **03/31/2015**

Alternate Names

[View Related License Information](#)

[View License Complaint](#)

[View Recent Inspections](#)

10:44:33 AM 3/18/2015

Licensee Details**Licensee Information**

Name: **PLATINUM SOUTH, INC. (Primary Name)**
DEANS GOLD (DBA Name)

Main Address: **2355 NE 163RD STREET**
NORTH MIAMI BEACH Florida 33160

County: **DADE**

License Mailing:

License Location: **2355 NE 163RD STREET**
NORTH MIAMI BEACH FL 33160

County: **DADE**

License Information

License Type: **Retail Beverage**

Rank: **4COP**

License Number: **BEV2300030**

Status: **Current,Active**

Licensure Date:

Expires: **03/31/2016**

Special Qualifications **Qualification Effective**

Dual Beverage and
Tobacco License **02/08/1999**

Quota License

[View Related License Information](#)**[View License Complaint](#)**

[1940 North Monroe Street, Tallahassee FL 32399](#) :: Email: [Customer Contact Center](#) :: Customer Contact Center: 850.487.1395

The State of Florida is an AA/EEO employer. **[Copyright 2007-2010 State of Florida, Privacy Statement](#)**

Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. *Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee. However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public. Please see our **[Chapter 455](#)** page to determine if you are affected by this change.

2015 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# P98000061772

Entity Name: PLATINUM SOUTH, INC.

Current Principal Place of Business:

2355 SUNNY ISLES BLVD
NO MIAMI BEACH, FL 33160

Current Mailing Address:

2355 SUNNY ISLES BLVD
NO MIAMI BEACH, FL 33160

FEI Number: 65-0850628

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

TYLER, DEAN
2355 SUNNY ISLES BLVD
SUNNY ISLES BEACH, FL 33160 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title PSD
Name TYLER, DEAN
Address 310 COFFEE POT RIVIERA
City-State-Zip: ST PETERSBURG FL 33704

Title VTD
Name ROSENTHAL, RUSSELL L
Address 1233 BEECH ST
City-State-Zip: ATLANTIC BCH NY 11509

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: DEAN TYLER

P

02/23/2015

Electronic Signature of Signing Officer/Director Detail

Date

S

4:52 PM
P98000061772
PUBLIC ACCESS SYSTEM
ELECTRONIC FILING COVER SHEET

((H98000012954 7))

TO: DIVISION OF CORPORATIONS FAX #: (850)922-4001
FROM: EMPIRE CORPORATE KIT COMPANY ACCT#: 072450003255
CONTACT: RAY STORMONT
PHONE: (305)541-3694 FAX #: (305)541-3770

NAME: PLATINUM SOUTH, INC.
AUDIT NUMBER.....H98000012954
DOC TYPE.....FLORIDA PROFIT CORPORATION OR P.A.
CERT. OF STATUS..0 PAGES..... 8
CERT. COPIES.....1 DEL.METHOD.. FAX
EST.CHARGE.. \$122.50

NOTE: PLEASE PRINT THIS PAGE AND USE IT AS A COVER SHEET. TYPE THE FAX
AUDIT NUMBER ON THE TOP AND BOTTOM OF ALL PAGES OF THE DOCUMENT

** ENTER 'M' FOR MENU. **

ENTER SELECTION AND <CR>:
Help F1 Option Menu F2

CAPS Connect: 00:11:36

FILED
98 JUL 14 AM 8:43
CLERK, AMT OF JAIL
TALLAHASSEE, FLORIDA

F.CHESSER JUL 13 1998

305 541 3770 P.05/17

EMPIRE CORP

JUL-13-1998 17:39

⑧ H98000012954

**ARTICLES OF INCORPORATION
OF
PLATINUM SOUTH, INC.**

FILED
98 JUL 14 AM 8:43
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

I, the undersigned, hereby subscribe to, acknowledge and file the following Articles of Incorporation, for the purpose of creating a corporation under the Laws of the State of Florida.

ARTICLE I - NAME

The name of this corporation is: **PLATINUM SOUTH, INC.** a Florida corporation.

ARTICLE II - PURPOSE

This corporation is organized for the purpose of transacting any and all lawful business for which a corporation may be incorporated under Chapter 607 Florida Statutes.

ARTICLE III - CAPITAL STOCK

This corporation is authorized to issue 100 shares of no par value common stock, which shall be designated as "Common Shares". All of said stock shall be payable in cash, property (real or personal) or labor or services in lieu thereof at the just valuation to be fixed by the Board of Directors.

ARTICLE IV - VOTING

Except as otherwise provided by law, the entire voting power for the election of directors and for all other purposes shall be vested exclusively in the holders of the outstanding Common Shares, with one vote to be cast per share.

ARTICLE V - TERM OF EXISTENCE

This Corporation shall have perpetual existence.

PREPARED BY:

Louis J. Terminello, Esq.
2700 SW 37th Avenue
Miami, FL 33133
Tel: (305) 444-5002
Florida Bar No. 872547

H98000012954

H98000012954

ARTICLE VI - STATUS

This corporation elects Sub-Chapter "S" status according to applicable State and Federal Laws and will file a Form 2553 with the Internal Revenue Service.

ARTICLE VII - TERMS

This corporation shall commence at the time of filing of these articles and shall have perpetual existence.

ARTICLE VIII - PREEMPTIVE RIGHTS

Every shareholder, upon the sale for cash of any new stock of this corporation of the same kind, class or series as that which he already holds, shall have the right to purchase his pro rata share thereof (as nearly as may be done without issuance of fractional shares) at the prices at which it is offered to others.

ARTICLE IX - PRINCIPAL OFFICE AND RESIDENT AGENT

The address of the principal office and the initial street address, in this state, of this Corporation is 16301 Biscayne Blvd., North Miami Beach, Florida 33160; and the name and address of the initial registered agent of this corporation is:

LOUIS J. TERMINELLO, ESQ.
CHADROFF, TERMINELLO & TERMINELLO
2700 SW 37th Avenue
Miami, FL 33133

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ARTICLE X - INITIAL INCORPORATORS

This corporation shall have at least one (1) director initially with the exact number of directors to be specified by the shareholders from time to time unless the shareholders shall by a majority vote, determine that the corporation be managed by the shareholders. The name and address of the initial incorporator who is signing these articles of this corporation is as follows:

NAME

ADDRESS

Louis J. Terminello, Esq.

**CHADROFF, TERMINELLO &
TERMINELLO
2700 SW 37th Avenue
Miami, FL 33133**

ARTICLE XI - INITIAL OFFICERS

The names and post office address of the first officers and directors of this corporation, all of whom shall constitute the first Board of Directors, who shall hold office for the first year of its existence or until their successors are elected and qualified, are as follows:

PRESIDENT/SECRETARY/DIRECTOR:

DEAN TYLER

VICE PRESIDENT/ TREASURER/DIRECTOR:

RUSSELL L. ROSENTHAL

All of the said Directors and Officers are of full age and both are citizens of the United States.

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ARTICLE XII - INDEMNIFICATION

Every person who now is or hereafter shall be a Director or Officer of the corporation shall be indemnified by the corporation against all costs and expenses (including counsel fees) hereafter reasonably incurred by or imposed upon him in connection with, or resulting from, any action, suit or proceedings of whatever nature, to which he is or shall be made a party by reason of his being or having been a Director or Officer of the corporation (whether or not he is a Director or Officer of the corporation at the time he is made a party to such action, suit or proceeding, or at the time such cost or expense is incurred by or imposed upon him) except in relation to matters as to which he shall be finally adjudged in such action, suit or proceeding to have been derelict in the performance of his duties as such Director or Officer. The right of indemnification herein provided shall not be exclusive of other rights to which any such person may now or hereafter be entitled to as a matter of law.

ARTICLE XIII - DISCLOSURE

No contract or other transaction between this corporation and any other corporation, and no act of this corporation shall in no way be affected or invalidated by the fact that any of the Directors of this corporation are pecuniarily or otherwise interested in, or are directors, or officers of, such corporation. Any director individually, or any firm of which any director may be a member, may be a party to, or may be pecuniarily or otherwise interested in, any contract or transaction of this corporation, provided that the fact that he or such firm is so interested shall be disclosed or shall have been known to the Board of Directors or a majority thereof. Any director of this corporation who is also a director or officer of such corporation, who it is so interested may be counted in determining the existence of a quorum at any meeting of the Board of Directors of this corporation.

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ARTICLE XIV - BY-LAWS

The Board of Directors of this corporation may provide such By-Laws for the conduct of the business of the corporation and the carrying out of its purposes as such Directors may deem necessary from time to time. Upon notice properly given, the By-Laws may be amended, altered or rescinded by majority vote of the shareholders present at any regular or special meeting called for that purpose, subject to any limitations set forth in the laws of Florida concerning corporate action that must be authorized or approved by members of the corporation.

ARTICLE XV - AMENDMENTS

An amendment to these Articles of Incorporation may be proposed by any shareholder of the corporation, but such amendment may be adopted only after receiving an affirmative vote of the majority of the shareholders.

ARTICLE XVI - INDEBTEDNESS

The private property of the stockholders shall not be subject to the payment of the Corporate debts to any extent whatsoever. The corporation shall have a first lien on the shares of its stockholders and upon the dividends due them for any indebtedness of such stockholders to the corporation.

IN WITNESS WHEREOF, the undersigned subscriber has made, executed, subscribed and acknowledged these Articles of Incorporation on the 13th day of July, 1998, for the purpose of forming this, a Sub-Chapter "S" corporation under the laws of the State of Florida.

Name: Louis J. Terminello, Esq.
Address: CHADROFF, TERMINELLO & TERMINELLO
2700 S.W. 37th Avenue
Miami, FL 33138

H98000012954


LOUIS J. TERMINELLO

H98000012954

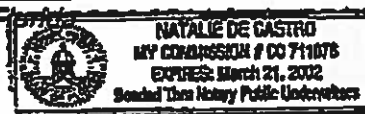
STATE OF FLORIDA)
COUNTY OF DADE)

PERSONALLY APPEARED BEFORE ME, and personally known to me, the undersigned authority, duly authorized to administer oaths and take acknowledgments, LOUIS J. TERMINELLO, to me known to be the Incorporator described in the foregoing Articles of Incorporation, and he acknowledged the same and after being first duly sworn, upon his oath, deposes and says that it is intended in good faith to carry out the purposes and objects set forth therein.

[Signature]
LOUIS J. TERMINELLO

SWORN TO AND SUBSCRIBED BEFORE ME this 13th day of July, 1998.

Natalie De Castro
NOTARY PUBLIC, State of Florida
at Large
My Commission Expires:



STATE OF FLORIDA
DEPARTMENT OF THE SECRETARY OF STATE

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE
SERVICE OF PROCESS WITHIN THIS STATE, NAMING AGENT
UPON WHOM PROCESS MAY BE SERVED

Louis J. Terminello, Esq.
CHADROFF, TERMINELLO & TERMINELLO
2700 SW 37th Avenue
Miami, FL 33133

The following is submitted, in compliance
with Chapter 48.091, Florida Statutes:

FIRST THAT PLATINUM SOUTH, INC., desiring to organize or qualify under the Laws of the State of Florida, with its principal place of business at the County of Dade, State of Florida, has named LOUIS J. TERMINELLO, located at CHADROFF, TERMINELLO & TERMINELLO, 2700 SW 37th Avenue, Miami, FL 33133, County of Dade, State of Florida, as its agent to accept service of process within Florida.

DATED: 13th day of July, 1998.

H98000012954

[Signature]
LOUIS J. TERMINELLO

H98000012954

ACCEPTANCE OF REGISTERED AGENT

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED CORPORATION, AT THE PLACE DESIGNATED IN ARTICLE IX OF THESE ARTICLES OF INCORPORATION, THE UNDERSIGNED AGREES TO ACT IN THIS CAPACITY, AND FURTHER AGREES TO COMPLY WITH THESE PROVISIONS OF ALL STATUTES RELATIVE TO THE PROPER AND COMPLETE PERFORMANCE OF ITS DUTIES.

DATED this 13th day of July, 1998.

R
LOUIS J. TERMINELLO
Registered Agent

STATE OF FLORIDA)
COUNTY OF DADE)

98 JUL 14 AM 8:43
FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

I HEREBY CERTIFY that on this 13th day of July, 1998, personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, LOUIS J. TERMINELLO, acknowledged to and before me that he signed and executed the foregoing instrument as Incorporator of the Articles of Incorporation of PLATINUM SOUTH, INC., for the uses and purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at Miami, Florida, the day and year last above written.

Natalie S. Castro
NOTARY PUBLIC, State of Florida
at Large

My Commission Expires:

2027 9914-cvlerlndictio of incorporation.01

H98000012954

305 541 3778 P. 12/17

EMPIRE CORP

JUL-13-1998 17:41



City of North Miami Beach Interoffice Memorandum

Business Tax Receipt

TO: Ana Garcia, City Manager
FROM: Richard Lorber, Director of Community Development
DATE: September 9, 2015

RE: Request Approval or Denial of Extension of Hours for 2:00 A.M. to 4:00 A.M. Licensees, as per Ordinance No. 91-13

The following are licensees who are requesting the renewal of the 2 A.M. to 4 A.M. extension of hours Business Tax Receipt. They have paid in full and complied with the Cities requirements in regards to the 15/16 license.

They have also obtained and provided us with the current state licenses from the State of Florida Department of Business Regulation, Permanent Food Service and the 4COP Alcohol Beverage & Tobacco. I respectfully request your decision, in writing, as per Ordinance No. 91-13 to approve or deny their extension for the period of one (1) year.

Licensee:

1. Dean's Gold
2. G5ive

As always, if you have any questions, please do not hesitate to contact me at 2917.

Ana Garcia, City Manager

Approved


Denied

Date

9.10.2015

C: Mac Serda, Assistant City Manager
Candido Sosa-Cruz, Director of Code Compliance & Building Services
Marlene Rivera, License Specialist





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

MEMORANDUM

 **Print**

TO: Mayor and City Council
FROM: Ana M. Garcia, City Manager
VIA: Barbara Trinka, Finance Director
DATE: Monday, September 21, 2015

RE: Third Quarter Financial Update (Barbara Trinka, Finance Director)

**BACKGROUND
ANALYSIS:**

RECOMMENDATION:

**FISCAL/BUDGETARY
IMPACT:**

ATTACHMENTS:

 [Third Quarter Update](#)



**City of North Miami Beach
Quarterly Financial Analysis
Third Quarter – FY 2015**

Data as of June 30, 2015

**City of North Miami Beach
Quarterly Financial Analysis
Third Quarter – FY 2015
Agenda**

- Disclaimer/Methodology
- Overview
- Financials
- Discussion Points

City of North Miami Beach

Quarterly Financial Analysis

Third Quarter – FY 2015

Disclaimer/Methodology

The attached schedules represent the ***unaudited*** results of operations as compared to the adopted budget through June 30, 2015. This document has, for the most part, been prepared on the cash basis of accounting utilizing information that was available at the time of this report.

For purposes of this presentation, the City's five Debt Service Funds have been combined, as well as the three proprietary Impact Fees Funds. It should be noted that the annual budget has generally been divided equally into four quarters. However, actual cash flows do not necessarily follow this pattern of receipt or expenditure. In particular, expenditures do not include encumbrances.

Certain exceptions have been made to this formula when cash flows can reasonably be expected to occur at a particular time. For example, business tax receipts are due on October 1st. Therefore, at the end of the first quarter, 100% of the budget would be expected to be received. Likewise, debt service payments are scheduled and can be included in the quarterly budget column when due. Ad valorem taxes are presented based on historical collection patterns in both the general fund and the debt service funds.

City of North Miami Beach Quarterly Financial Analysis Third Quarter – FY 2015 Overview

Overall, the City is in a net favorable position of approximately \$21.8 million as compared to the budget as of June 30, 2015. It is important to emphasize that year-end results will likely vary significantly from the estimated results as of the third quarter. In addition, the use of a portion of this amount is restricted for specific purposes, while the excess proceeds of the general fund are generally unrestricted as to purpose.

The primary contributors to the favorable position are the Water fund (~\$9.8 million), General Fund (~\$4.5 million), Enterprise Impact Fees Funds (~\$2.0 million), Building Permit Fund (~\$2.3 million), and Sewer Fund (~\$2.3 million).

**City of North Miami Beach
Quarterly Financial Analysis
Third Quarter – FY 2015
Review and Analysis – Governmental Funds**

The General Fund favorable net variance of approximately \$4.5 million consists of greater than anticipated collection in property taxes and fines & forfeiture of \$973,000 and \$332,000, respectively, and about \$3.2 million less in expenditures than budgeted.

The primary factor affecting revenue is the timing of ad valorem tax collections. Although the taxes are due and payable annually in March, the payer is granted discounts of varying amounts for early payment. Consequently, the majority of the City's property tax revenue gets collected by the third quarter. During the current fiscal year, 98% of the ad valorem taxes have already been collected, compared to the 90% that has been historically collected for the same period.

The General Fund favorable expenditure variance can be attributed to the timing of payments for operating expenditures of \$1.5 million, which occurred mostly in the Public Works, Police and Parks Departments. Another contributing factor is across the board savings in the departments for salary and benefit, of \$1.3 million, primarily due to vacancies in the Police Department and the timing of part-time expense in the Parks & R.E.C. Department, as of the third quarter.

The Transit Surtax Fund has a favorable variance due to unexpended funds in operating and capital outlay costs, as of the third quarter.

**City of North Miami Beach
Quarterly Financial Analysis
Third Quarter – FY 2015
Review and Analysis – Enterprise Funds**

The Water Fund favorable net variance of approximately \$9.8 million is a result of \$1.9 million greater than anticipated revenues and about \$7.9 million less in expenditures than budgeted. \$1.3 million of the revenue variance is due to unanticipated bulk water sales to Miami-Dade County. Expenditures were less than budgeted primarily as a result of the timing of:

- capital outlay payments that typically occur at the end of the year (~\$3.1 million), and
- payments for operating expenditures as of the third quarter (~\$2.6 million).

The favorable variance in the Enterprise Funds – Impact Fees Funds of approximately \$2.0 million is due to the collection of Impact/Inplant and Fireflow fees while no expenditures have been incurred year-to-date.

The Building Fund has an overall favorable variance of almost \$2.1 million primarily caused by greater than planned building permit and impact fees revenue, including the permitting for Marina Palms south towers.

The Sewer Fund reflects a net positive variance of over \$2.3 million which is attributed to the timing of payments for operating expenditures as of the third quarter.

The Alley Restoration Fund is experiencing a favorable variance resulting in no expenditures as of the third quarter.

City of North Miami Beach
Budgetary Comparison Summary
Cash Basis
For the Quarter Ending June 30, 2015

REVENUES

| | Current Year Budget | Third Quarter's Budget | Actual | Over / (Under) Budget |
|-----------------------------------|------------------------|---------------------------|----------------------|--------------------------|
| Governmental Funds: | | | | |
| General Fund | \$ 43,139,390 | \$ 32,435,440 | \$ 33,733,979 | \$ 1,298,539 |
| Community Redevelopment Agency | \$ 1,229,096 | \$ 1,056,339 | \$ 545,583 | \$ (510,756) |
| Transit Surtax Fund | \$ 2,050,000 | \$ 1,020,833 | \$ 680,133 | \$ (340,700) |
| Governmental Impact Fee Fund | \$ 64,014 | \$ 48,011 | \$ 248,328 | \$ 200,317 |
| Alley Restoration Fund | \$ 300,000 | \$ 225,000 | \$ 225,000 | \$ - |
| Debt Service Funds | \$ 2,698,071 | \$ 2,557,225 | \$ 2,557,225 | \$ - |
| Liability Self Insurance | \$ 2,233,152 | \$ 1,960,402 | \$ 1,202,441 | \$ (757,961) |
| Worker's Comp Self Insurance | \$ 1,296,337 | \$ 1,223,024 | \$ 1,185,637 | \$ (37,387) |
| TOTAL GOVT'L FUNDS REVENUE | \$ 53,010,060 | \$ 40,526,274 | \$ 40,378,326 | \$ (147,948) |

**City of North Miami Beach
Budgetary Comparison Summary
Cash Basis
For the Quarter Ending June 30, 2015
(continued)**

EXPENDITURES

| | Current Year Budget | Third Quarter's Budget | Actual | Over / (Under) Budget |
|-----------------------------------|--------------------------------|-----------------------------------|----------------------|----------------------------------|
| Governmental Funds: | | | | |
| General Fund | \$ 43,139,390 | \$ 32,364,309 | \$ 29,129,452 | \$ 3,234,857 |
| Community Redevelopment Agency | \$ 1,229,096 | \$ 921,822 | \$ 231,883 | \$ 689,939 |
| Transit Surtax Fund | \$ 2,050,000 | \$ 1,664,480 | \$ 1,022,073 | \$ 642,407 |
| Governmental Impact Fee Fund | \$ 64,014 | \$ 48,011 | \$ - | \$ 48,011 |
| Alley Restoration Fund | \$ 300,000 | \$ 225,000 | \$ - | \$ 225,000 |
| Debt Service Funds | \$ 2,698,071 | \$ 2,633,868 | \$ 2,633,868 | \$ - |
| Liability Self Insurance | \$ 2,233,152 | \$ 1,674,864 | \$ 1,222,870 | \$ 451,994 |
| Worker's Comp Self Insurance | \$ 1,296,337 | \$ 972,253 | \$ 806,909 | \$ 165,344 |
| TOTAL GOVT'L FUNDS EXPENSE | \$ 53,010,060 | \$ 40,504,607 | \$ 35,047,055 | \$ 5,457,552 |

**City of North Miami Beach
Budgetary Comparison Summary
Cash Basis
For the Quarter Ending June 30, 2015
(continued)**

| | Revenue Variance | Expenditure Variance | Net Variance Favorable / (Unfavorable) |
|---------------------------------------|-----------------------------|---------------------------------|---|
| Governmental Funds: | | | |
| General Fund | \$ 1,298,539 | \$ 3,234,857 | \$ 4,533,396 |
| Community Redevelopment Agency | \$ (510,756) | \$ 689,939 | \$ 179,183 |
| Transit Surtax Fund | \$ (340,700) | \$ 642,407 | \$ 301,707 |
| Governmental Impact Fee Fund | \$ 200,317 | \$ 48,011 | \$ 248,328 |
| Alley Restoration Fund | \$ - | \$ 225,000 | \$ 225,000 |
| Debt Service Funds | \$ - | \$ - | \$ - |
| Liability Self Insurance | \$ (757,961) | \$ 451,994 | \$ (305,967) |
| Worker's Comp Self Insurance | \$ (37,387) | \$ 165,344 | \$ 127,957 |
| TOTAL GOVERNMENTAL FUNDS | <u>\$ (147,948)</u> | <u>\$ 5,457,552</u> | <u>\$ 5,309,604</u> |

City of North Miami Beach
Budgetary Comparison Summary
Cash Basis
For the Quarter Ending June 30, 2015
(continued)

REVENUES

| | Current Year Budget | Third Quarter's Budget | Actual | Over / (Under) Budget |
|---------------------------------------|--------------------------------|-----------------------------------|----------------------|----------------------------------|
| Enterprise Funds: | | | | |
| Stormwater Fund | \$ 2,120,700 | \$ 1,590,525 | \$ 980,666 | \$ (609,859) |
| Water Fund | \$ 30,400,540 | \$ 22,800,405 | \$ 24,672,783 | \$ 1,872,378 |
| Sewer Fund | \$ 7,440,100 | \$ 5,580,075 | \$ 5,314,815 | \$ (265,260) |
| Building Permit Fund | \$ 1,794,333 | \$ 1,345,750 | \$ 3,515,143 | \$ 2,169,393 |
| Solid Waste Fund | \$ 12,078,818 | \$ 9,059,114 | \$ 6,733,135 | \$ (2,325,979) |
| Impact Fees Funds | \$ 7,500,000 | \$ 5,625,000 | \$ 2,086,778 | \$ (3,538,222) |
| Internal Service Fund | \$ 2,093,743 | \$ 1,570,307 | \$ 1,583,353 | \$ 13,046 |
| TOTAL ENTERPRISE FUNDS REVENUE | \$ 63,428,234 | \$ 47,571,176 | \$ 44,886,673 | \$ (2,684,503) |

City of North Miami Beach
Budgetary Comparison Summary
Cash Basis
For the Quarter Ending June 30, 2015
(continued)

EXPENDITURES

| | Current Year Budget | Third Quarter's Budget | Actual | (Over) / Under Budget |
|---------------------------------------|--------------------------------|-----------------------------------|----------------------|----------------------------------|
| Enterprise Funds: | | | | |
| Stormwater Fund | \$ 2,120,700 | \$ 1,590,525 | \$ 737,137 | \$ 853,388 |
| Water Fund | \$ 30,400,540 | \$ 22,800,405 | \$ 14,866,998 | \$ 7,933,407 |
| Sewer Fund | \$ 7,440,100 | \$ 5,580,075 | \$ 2,991,547 | \$ 2,588,528 |
| Building Permit Fund | \$ 1,794,333 | \$ 1,345,750 | \$ 1,242,976 | \$ 102,774 |
| Solid Waste Fund | \$ 12,078,818 | \$ 9,059,114 | \$ 7,041,883 | \$ 2,017,231 |
| Impact Fees Funds | \$ 7,500,000 | \$ 5,625,000 | \$ - | \$ 5,625,000 |
| Internal Service Fund | \$ 2,093,743 | \$ 1,570,307 | \$ 1,532,833 | \$ 37,474 |
| TOTAL ENTERPRISE FUNDS EXPENSE | \$ 63,428,234 | \$ 47,571,176 | \$ 28,413,374 | \$ 19,157,802 |

City of North Miami Beach
Budgetary Comparison Summary
Cash Basis
For the Quarter Ending June 30, 2015
(continued)

| | Revenue Variance | Expenditure Variance | Net Variance Favorable / (Unfavorable) |
|-------------------------------|------------------------------|-----------------------------|--|
| Enterprise Funds: | | | |
| Stormwater Fund | \$ (609,859) | \$ 853,388 | \$ 243,529 |
| Water Fund | \$ 1,872,378 | \$ 7,933,407 | \$ 9,805,785 |
| Sewer Fund | \$ (265,260) | \$ 2,588,528 | \$ 2,323,268 |
| Building Permit Fund | \$ 2,169,393 | \$ 102,774 | \$ 2,272,167 |
| Solid Waste Fund | \$ (2,325,979) | \$ 2,017,231 | \$ (308,748) |
| Impact Fees Funds | \$ (3,538,222) | \$ 5,625,000 | \$ 2,086,778 |
| Internal Service Funds | \$ 13,046 | \$ 37,474 | \$ 50,520 |
| TOTAL ENTERPRISE FUNDS | <u>\$ (2,684,503)</u> | <u>\$ 19,157,802</u> | <u>\$ 16,473,299</u> |
| TOTAL ALL FUNDS | <u>\$(2,832,451)</u> | <u>\$24,615,354</u> | <u>\$21,782,903</u> |

**City of North Miami Beach
General Fund Revenues
Budgetary Comparison Schedule
For the Quarter Ending June 30, 2015**

| Current Year Budget | Third Quarter's Budget | Actual | Favorable / (Unfavorable) Variance | Percentage of Budget Collected |
|--------------------------------|---------------------------------------|---------------|---|---|
|--------------------------------|---------------------------------------|---------------|---|---|

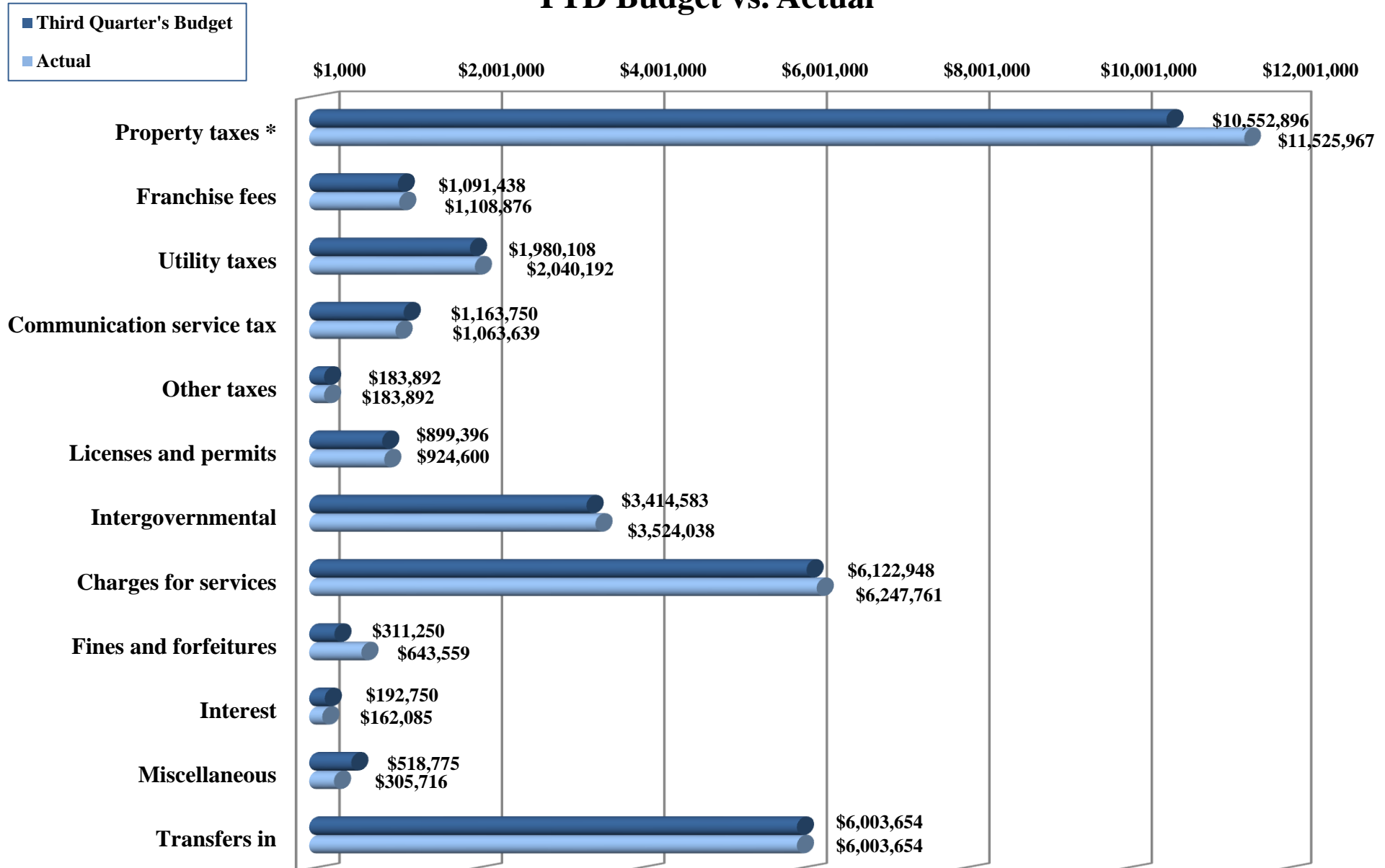
| | | | | | |
|--------------------------------|----------------------|----------------------|----------------------|---------------------|------------|
| Revenues ⁽¹⁾ | | | | | |
| Property taxes * | \$ 11,725,440 | \$ 10,552,896 | \$ 11,525,967 | \$ 973,071 | 98% |
| Franchise fees | 1,855,250 | 1,091,438 | 1,108,876 | 17,438 | 60% |
| Utility taxes | 2,895,700 | 1,980,108 | 2,040,192 | 60,084 | 70% |
| Communication service tax | 1,995,000 | 1,163,750 | 1,063,639 | (100,111) | 53% |
| Other taxes | 650,000 | 183,892 | 183,892 | - | 28% |
| Licenses and permits | 920,500 | 899,396 | 924,600 | 25,204 | 100% |
| Intergovernmental | 5,415,000 | 3,414,583 | 3,524,038 | 109,455 | 65% |
| Charges for services | 8,163,929 | 6,122,948 | 6,247,761 | 124,813 | 77% |
| Fines and forfeitures | 565,000 | 311,250 | 643,559 | 332,309 | 114% |
| Interest | 257,000 | 192,750 | 162,085 | (30,665) | 63% |
| Miscellaneous | 691,700 | 518,775 | 305,716 | (213,059) | 44% |
| Transfers in | 8,004,871 | 6,003,654 | 6,003,654 | - | 75% |
| Total revenues | \$ 43,139,390 | \$ 32,435,440 | \$ 33,733,979 | \$ 1,298,539 | 78% |

(1) Certain exceptions have been made to this formula when cash flows can reasonably be expected to occur at a particular time.

* 90% of budgeted amount expected to be collected as of June 30th based on historical collection patterns

General Fund Revenues Analysis

YTD Budget vs. Actual



*90% of budgeted amount expected to be collected during the third quarter, based on historical collection patterns

**City of North Miami Beach
General Fund Expenditures
Budgetary Comparison Schedule
For the Quarter Ending June 30, 2015**

| | Current Year Budget | Third Quarter's Budget | Actual | Favorable / (Unfavorable) Variance | Percentage of Budget Spent |
|---------------------------------|--------------------------------|---------------------------------------|----------------------|---|---------------------------------------|
| Expenditures by Function | | | | | |
| Administrative | \$ 1,414,684 | \$ 1,061,013 | \$ 871,111 | \$ 189,902 | 62% |
| Legislative | 4,127,876 | 3,095,908 | 2,768,367 | 327,541 | 67% |
| Executive | 3,151,391 | 2,363,544 | 2,098,148 | 265,396 | 67% |
| Human Resources | 599,184 | 449,388 | 448,825 | 563 | 75% |
| Finance | 1,139,808 | 854,857 | 833,631 | 21,226 | 73% |
| Police Services | 20,483,204 | 15,362,404 | 14,464,136 | 898,268 | 71% |
| Parks & R.E.C. | 4,305,203 | 3,228,902 | 2,958,700 | 270,202 | 69% |
| Public Works | 4,639,505 | 3,479,630 | 2,628,130 | 851,500 | 57% |
| Capital Outlay | 1,408,493 | 1,056,369 | 556,267 | 500,102 | 39% |
| Debt Service | 662,804 | 506,865 | 450,535 | 56,330 | 68% |
| Transfers Out | 1,207,238 | 905,429 | 1,051,602 | (146,173) | 87% |
| Total expenditures | \$ 43,139,390 | \$ 32,364,309 | \$ 29,129,452 | \$ 3,234,857 | 68% |
| Expenditures by Class | | | | | |
| Salaries & related costs | \$ 22,278,109 | \$ 16,708,583 | \$ 15,661,168 | \$ 1,047,415 | 70% |
| Pension | 9,420,031 | 7,065,025 | 6,814,508 | 250,517 | 72% |
| Operating expenses | 8,162,715 | 6,122,038 | 4,595,372 | 1,526,666 | 56% |
| Capital outlay | 1,408,493 | 1,056,369 | 556,267 | 500,102 | 39% |
| Non-operating expenses | 1,870,042 | 1,412,294 | 1,502,137 | (89,843) | 80% |
| Total expenditures | \$ 43,139,390 | \$ 32,364,309 | \$ 29,129,452 | \$ 3,234,857 | 68% |

**City of North Miami Beach
Other Governmental Funds
Budgetary Comparison Schedule
For the Quarter Ending June 30, 2015**

| | Current Year Budget | Third Quarter's Budget | Actual | Favorable / (Unfavorable) Variance | % of Current Year Budget |
|---------------------------------------|------------------------|---------------------------|---------------------|--|-----------------------------|
| Community Redevelopment Agency | | | | | |
| Revenues* | \$ 1,229,096 | \$ 1,056,339 | \$ 545,583 | \$ (510,756) | 44% |
| Expenditures | <u>1,229,096</u> | <u>921,822</u> | <u>231,883</u> | <u>689,939</u> | 19% |
| Net change in fund balance | <u>\$ -</u> | <u>\$ 134,517</u> | <u>\$ 313,700</u> | <u>\$ 179,183</u> | |
| Transit Surtax Fund | | | | | |
| Revenues* | \$ 2,050,000 | \$ 1,020,833 | \$ 680,133 | \$ (340,700) | 33% |
| Expenditures | <u>2,050,000</u> | <u>1,664,480</u> | <u>1,022,073</u> | <u>642,407</u> | 50% |
| Net change in fund balance | <u>\$ -</u> | <u>\$ (643,647)</u> | <u>\$ (341,940)</u> | <u>\$ 301,707</u> | |
| Governmental Impact Fee Fund | | | | | |
| Revenues* | \$ 64,014 | \$ 48,011 | \$ 248,328 | \$ 200,317 | 388% |
| Expenditures | <u>64,014</u> | <u>48,011</u> | <u>-</u> | <u>48,011</u> | 0% |
| Net change in fund balance | <u>\$ -</u> | <u>\$ -</u> | <u>\$ 248,328</u> | <u>\$ 248,328</u> | |

* 75% of carryover from prior year is included with the third quarter's budget.

**City of North Miami Beach
Other Governmental Funds
Budgetary Comparison Schedule
For the Quarter Ending June 30, 2015
(continued)**

| | Current Year Budget | Third Quarter's Budget | Actual | Favorable / (Unfavorable) Variance | % of Current Year Budget |
|-------------------------------|------------------------|---------------------------|--------------------|--|-----------------------------|
| Alley Restoration Fund | | | | | |
| Revenues | \$ 300,000 | \$ 225,000 | \$ 225,000 | \$ - | 75% |
| Expenditures | <u>300,000</u> | <u>225,000</u> | <u>-</u> | <u>225,000</u> | 0% |
| Net change in fund balance | <u>\$ -</u> | <u>\$ -</u> | <u>\$ 225,000</u> | <u>\$ 225,000</u> | |
| Debt Service Funds | | | | | |
| Revenues ⁽¹⁾ | \$ 2,698,071 | \$ 2,557,225 | \$ 2,557,225 | \$ - | 95% |
| Expenditures | <u>2,698,071</u> | <u>2,633,868</u> | <u>2,633,868</u> | <u>-</u> | 98% |
| Net change in fund balance | <u>\$ -</u> | <u>\$ (76,643)</u> | <u>\$ (76,643)</u> | <u>\$ -</u> | |

(1) Debt Service Funds with voted millage have 100% of budgeted ad valorem revenues included as actual.

**City of North Miami Beach
Other Governmental Funds
Budgetary Comparison Schedule
For the Quarter Ending June 30, 2015
(continued)**

| | Current Year Budget | Third Quarter's Budget | Actual | Favorable / (Unfavorable) Variance | % of Current Year Budget |
|-------------------------------------|--------------------------------|-----------------------------------|--------------------|---|-------------------------------------|
| Liability Self Insurance | | | | | |
| Revenues * | \$ 2,233,152 | \$ 1,960,402 | \$ 1,202,441 | \$ (757,961) | 54% |
| Expenditures | <u>2,233,152</u> | <u>1,674,864</u> | <u>1,222,870</u> | <u>451,994</u> | 55% |
| Net change in fund balance | <u>\$ -</u> | <u>\$ 285,538</u> | <u>\$ (20,429)</u> | <u>\$ (305,967)</u> | |
| Worker's Comp Self Insurance | | | | | |
| Revenues * | \$ 1,296,337 | \$ 1,223,024 | \$ 1,185,637 | \$ (37,387) | 91% |
| Expenditures | <u>1,296,337</u> | <u>972,253</u> | <u>806,909</u> | <u>165,344</u> | 62% |
| Net change in fund balance | <u>\$ -</u> | <u>\$ 250,771</u> | <u>\$ 378,728</u> | <u>\$ 127,957</u> | |

* 100% of revenues from transfers in from other funds are received at the beginning of the fiscal year, also 75% of carryover from prior year is included with the third quarter budget.

City of North Miami Beach
Enterprise Funds
Budgetary Comparison Schedule
For the Quarter Ending June 30, 2015

| Current Year Budget | Third Quarter's Budget | Actual | Favorable / (Unfavorable) Variance | % of Current Year Budget |
|------------------------|---------------------------|--------|--|-----------------------------|
|------------------------|---------------------------|--------|--|-----------------------------|

Stormwater Fund

Revenue:

| | | | | | |
|------------------------|------------------|------------------|----------------|------------------|------------|
| Operating revenue | \$ 1,272,000 | \$ 954,000 | \$ 955,000 | \$ 1,000 | 75% |
| Non-operating revenue* | 848,700 | 636,525 | 25,666 | (610,859) | 3% |
| Total Revenues: | 2,120,700 | 1,590,525 | 980,666 | (609,859) | 46% |

Expenses:

| | | | | | |
|--------------------------|------------------|------------------|----------------|----------------|------------|
| Salaries & related costs | 316,322 | 237,241 | 128,342 | 108,899 | 41% |
| Pension | 82,298 | 61,724 | 61,724 | - | 75% |
| Operating costs | 530,853 | 398,140 | 73,523 | 324,617 | 14% |
| Capital outlay | 669,355 | 502,016 | - | 502,016 | 0% |
| Non-operating expenses | 521,872 | 391,404 | 473,548 | (82,144) | 91% |
| Total Expenses: | 2,120,700 | 1,590,525 | 737,137 | 853,388 | 35% |

| | | | | |
|-----------------------------|-------------|-------------|-------------------|-------------------|
| Change in net assets | \$ - | \$ - | \$ 243,529 | \$ 243,529 |
|-----------------------------|-------------|-------------|-------------------|-------------------|

* 75% of carryover from prior year and lease proceeds is included with the third quarter's budget.

City of North Miami Beach
Enterprise Funds
Budgetary Comparison Schedule
For the Quarter Ending June 30, 2015
(continued)

| | Current Year Budget | Third Quarter's Budget | Actual | Favorable / (Unfavorable) Variance | % of Current Year Budget |
|--|------------------------|---------------------------|--------|--|-----------------------------|
|--|------------------------|---------------------------|--------|--|-----------------------------|

Water Fund

Revenue:

| | | | | | |
|------------------------|-------------------|-------------------|-------------------|------------------|------------|
| Operating revenue | \$ 29,863,000 | \$ 22,397,250 | \$ 24,056,619 | \$ 1,659,369 | 81% |
| Non-operating revenue | <u>537,540</u> | <u>403,155</u> | <u>616,164</u> | <u>213,009</u> | 115% |
| Total Revenues: | 30,400,540 | 22,800,405 | 24,672,783 | 1,872,378 | 81% |

Expenses:

| | | | | | |
|--------------------------|-------------------|-------------------|-------------------|------------------|------------|
| Salaries & related costs | 5,937,796 | 4,453,346 | 3,906,483 | 546,863 | 66% |
| Pension | 1,187,218 | 890,414 | 904,655 | (14,241) | 76% |
| Operating costs | 9,605,777 | 7,204,333 | 4,524,524 | 2,679,809 | 47% |
| Capital outlay | 4,390,000 | 3,292,500 | 131,247 | 3,161,253 | 3% |
| Non-operating expenses | <u>9,279,749</u> | <u>6,959,812</u> | <u>5,400,089</u> | <u>1,559,723</u> | 58% |
| Total Expenses: | 30,400,540 | 22,800,405 | 14,866,998 | 7,933,407 | 49% |

Change in net assets \$ - \$ - \$ 9,805,785 \$ 9,805,785

**City of North Miami Beach
Enterprise Funds
Budgetary Comparison Schedule
For the Quarter Ending June 30, 2015
(continued)**

| | Current Year Budget | Third Quarter's Budget | Actual | Favorable / (Unfavorable) Variance | % of Current Year Budget |
|---------------------------------|--------------------------------|-----------------------------------|-------------------------|---|-------------------------------------|
| Sewer Fund | | | | | |
| Revenue: | | | | | |
| Operating revenue | \$ 6,930,900 | \$ 5,198,175 | \$ 5,228,419 | 30,244 | 75% |
| Non-operating revenue* | <u>509,200</u> | <u>381,900</u> | <u>86,396</u> | <u>(295,504)</u> | 17% |
| Total Revenues: | 7,440,100 | 5,580,075 | 5,314,815 | (265,260) | 71% |
| Expenses: | | | | | |
| Salaries & related costs | 750,173 | 562,630 | 434,269 | 128,361 | 58% |
| Pension | 159,110 | 119,333 | 119,333 | - | 75% |
| Operating costs | 3,933,845 | 2,950,384 | 1,335,877 | 1,614,507 | 34% |
| Capital outlay | 1,165,000 | 873,750 | - | 873,750 | 0% |
| Non-operating expenses | <u>1,431,972</u> | <u>1,073,978</u> | <u>1,102,068</u> | <u>(28,090)</u> | 77% |
| Total Expenses: | 7,440,100 | 5,580,075 | 2,991,547 | 2,588,528 | 40% |
| Change in net assets | \$ - | \$ - | \$ 2,323,268 | \$ 2,323,268 | |

* 75% of carryover from prior year is included with the third quarter's budget.

City of North Miami Beach
Enterprise Funds
Budgetary Comparison Schedule
For the Quarter Ending June 30, 2015
(continued)

| | Current Year Budget | Third Quarter's Budget | Actual | Favorable / (Unfavorable) Variance | % of Current Year Budget |
|--|------------------------|---------------------------|--------|--|-----------------------------|
|--|------------------------|---------------------------|--------|--|-----------------------------|

Building Permit Fund

Revenue:

| | | | | | |
|------------------------|------------------|------------------|------------------|------------------|-------------|
| Operating revenue | \$ 1,588,963 | \$ 1,191,722 | \$ 3,213,064 | \$ 2,021,342 | 202% |
| Non-operating revenue | <u>205,370</u> | <u>154,028</u> | <u>302,079</u> | <u>148,051</u> | 147% |
| Total Revenues: | 1,794,333 | 1,345,750 | 3,515,143 | 2,169,393 | 196% |

Expenses:

| | | | | | |
|--------------------------|------------------|------------------|------------------|-----------------|------------|
| Salaries & related costs | 1,237,476 | 928,107 | 831,883 | 96,224 | 67% |
| Pension | 156,380 | 117,285 | 128,749 | (11,464) | 82% |
| Operating costs | 207,729 | 155,797 | 73,353 | 82,444 | 35% |
| Capital outlay | 1,500 | 1,125 | - | 1,125 | 0% |
| Non-operating expenses | <u>191,248</u> | <u>143,436</u> | <u>208,991</u> | <u>(65,555)</u> | 109% |
| Total Expenses: | 1,794,333 | 1,345,750 | 1,242,976 | 102,774 | 69% |

| | | | | |
|-----------------------------|-------------|-------------|---------------------|---------------------|
| Change in net assets | \$ - | \$ - | \$ 2,272,167 | \$ 2,272,167 |
|-----------------------------|-------------|-------------|---------------------|---------------------|

City of North Miami Beach
Enterprise Funds
Budgetary Comparison Schedule
For the Quarter Ending June 30, 2015
(continued)

| | Current Year Budget | Third Quarter's Budget | Actual | Favorable / (Unfavorable) Variance | % of Current Year Budget |
|--|------------------------|---------------------------|--------|--|-----------------------------|
|--|------------------------|---------------------------|--------|--|-----------------------------|

Solid Waste Fund

Revenue:

| | | | | | |
|------------------------|-------------------|------------------|------------------|--------------------|------------|
| Operating revenue | \$ 8,694,000 | \$ 6,520,500 | \$ 6,601,616 | \$ 81,116 | 76% |
| Non-operating revenue | <u>3,384,818</u> | <u>2,538,614</u> | <u>131,519</u> | <u>(2,407,095)</u> | 4% |
| Total Revenues: | 12,078,818 | 9,059,114 | 6,733,135 | (2,325,979) | 56% |

Expenses:

| | | | | | |
|--------------------------|-------------------|------------------|------------------|------------------|------------|
| Salaries & related costs | 2,510,137 | 1,882,603 | 1,787,750 | 94,853 | 71% |
| Pension | 428,643 | 321,482 | 324,043 | (2,561) | 76% |
| Operating costs | 4,529,065 | 3,396,799 | 2,599,991 | 796,808 | 57% |
| Capital outlay | 1,770,371 | 1,327,778 | 4,372 | 1,323,406 | 0% |
| Non-operating expenses | <u>2,840,602</u> | <u>2,130,452</u> | <u>2,325,727</u> | <u>(195,275)</u> | 82% |
| Total Expenses: | 12,078,818 | 9,059,114 | 7,041,883 | 2,017,231 | 58% |

Change in net assets \$ - \$ - \$ (308,748) \$ (308,748)

* 75% of carryover from prior year and lease proceeds is included with the third quarter's budget.

**City of North Miami Beach
Enterprise Funds
Budgetary Comparison Schedule
For the Quarter Ending June 30, 2015
(continued)**

| | Current Year Budget | Third Quarter's Budget | Actual | Favorable / (Unfavorable) Variance | % of Current Year Budget |
|--|------------------------|---------------------------|--------|--|-----------------------------|
|--|------------------------|---------------------------|--------|--|-----------------------------|

Impact Fees Funds

Revenue:

| | | | | | |
|------------------------|------------------|------------------|------------------|--------------------|------------|
| Operating revenue | \$ 6,000,000 | \$ 4,500,000 | \$ 2,086,778 | \$ (2,413,222) | 35% |
| Non-operating revenue* | <u>1,500,000</u> | <u>1,125,000</u> | <u>-</u> | <u>(1,125,000)</u> | 0% |
| Total Revenues: | 7,500,000 | 5,625,000 | 2,086,778 | (3,538,222) | 28% |

Expenses:

| | | | | | |
|------------------------|------------------|------------------|----------|------------------|-----------|
| Capital outlay | <u>7,500,000</u> | <u>5,625,000</u> | <u>-</u> | <u>5,625,000</u> | 0% |
| Total Expenses: | 7,500,000 | 5,625,000 | - | 5,625,000 | 0% |

Change in net assets \$ - \$ - \$ 2,086,778 \$ 2,086,778

*75% of carryover from prior year is included with the third quarter's budget.

City of North Miami Beach
Enterprise Funds
Budgetary Comparison Schedule
For the Quarter Ending June 30, 2015
(continued)

| | Current Year Budget | Third Quarter's Budget | Actual | Favorable / (Unfavorable) Variance | % of Current Year Budget |
|--|------------------------|---------------------------|--------|--|-----------------------------|
|--|------------------------|---------------------------|--------|--|-----------------------------|

Customer Service Fund

Revenue:

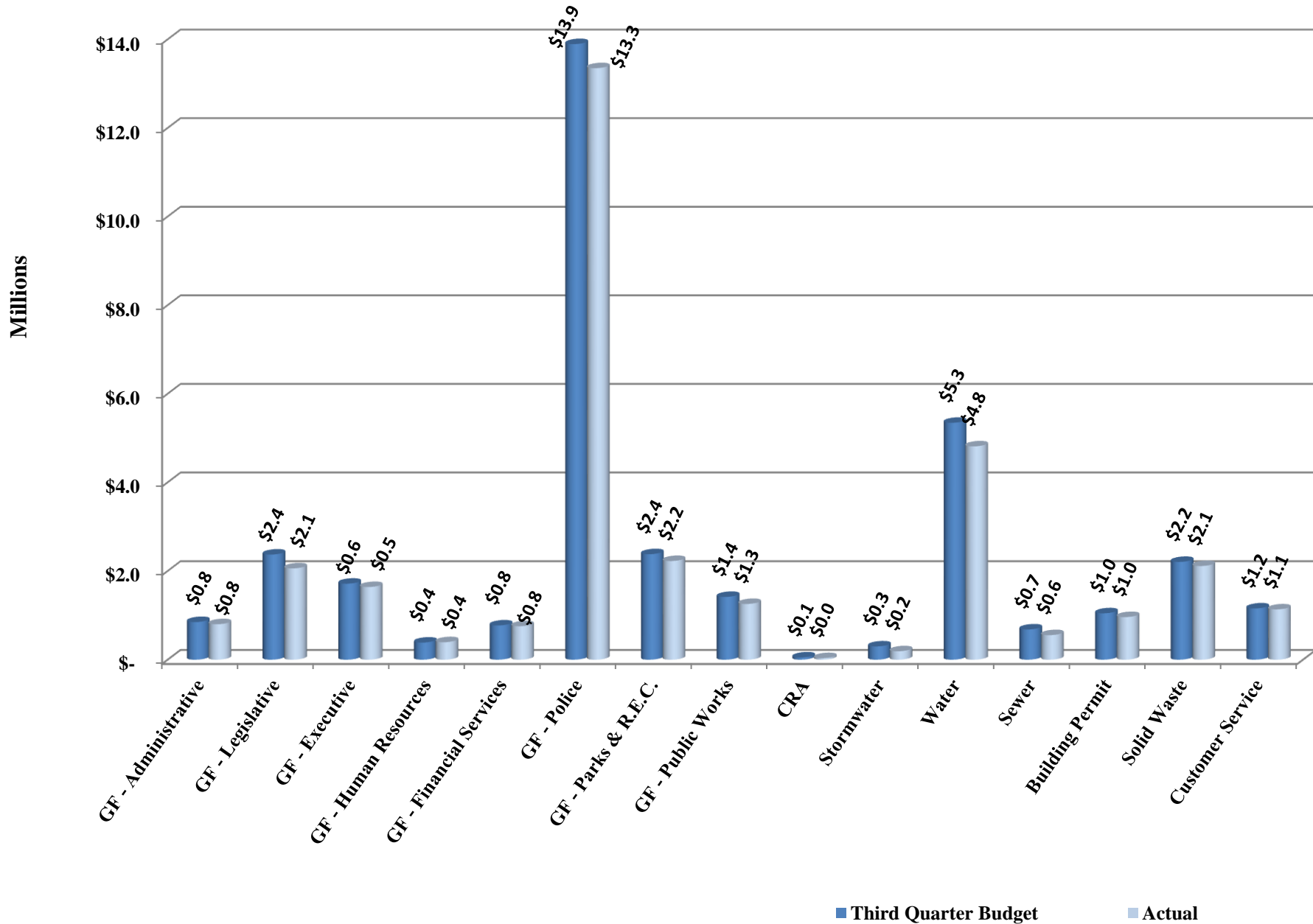
| | | | | | |
|------------------------|------------------|------------------|------------------|---------------|------------|
| Operating revenue | \$ 2,063,743 | \$ 1,547,807 | \$ 1,547,618 | \$ (189) | 75% |
| Non-operating revenue | <u>30,000</u> | <u>22,500</u> | <u>35,735</u> | <u>13,235</u> | 119% |
| Total Revenues: | 2,093,743 | 1,570,307 | 1,583,353 | 13,046 | 76% |

Expenses:

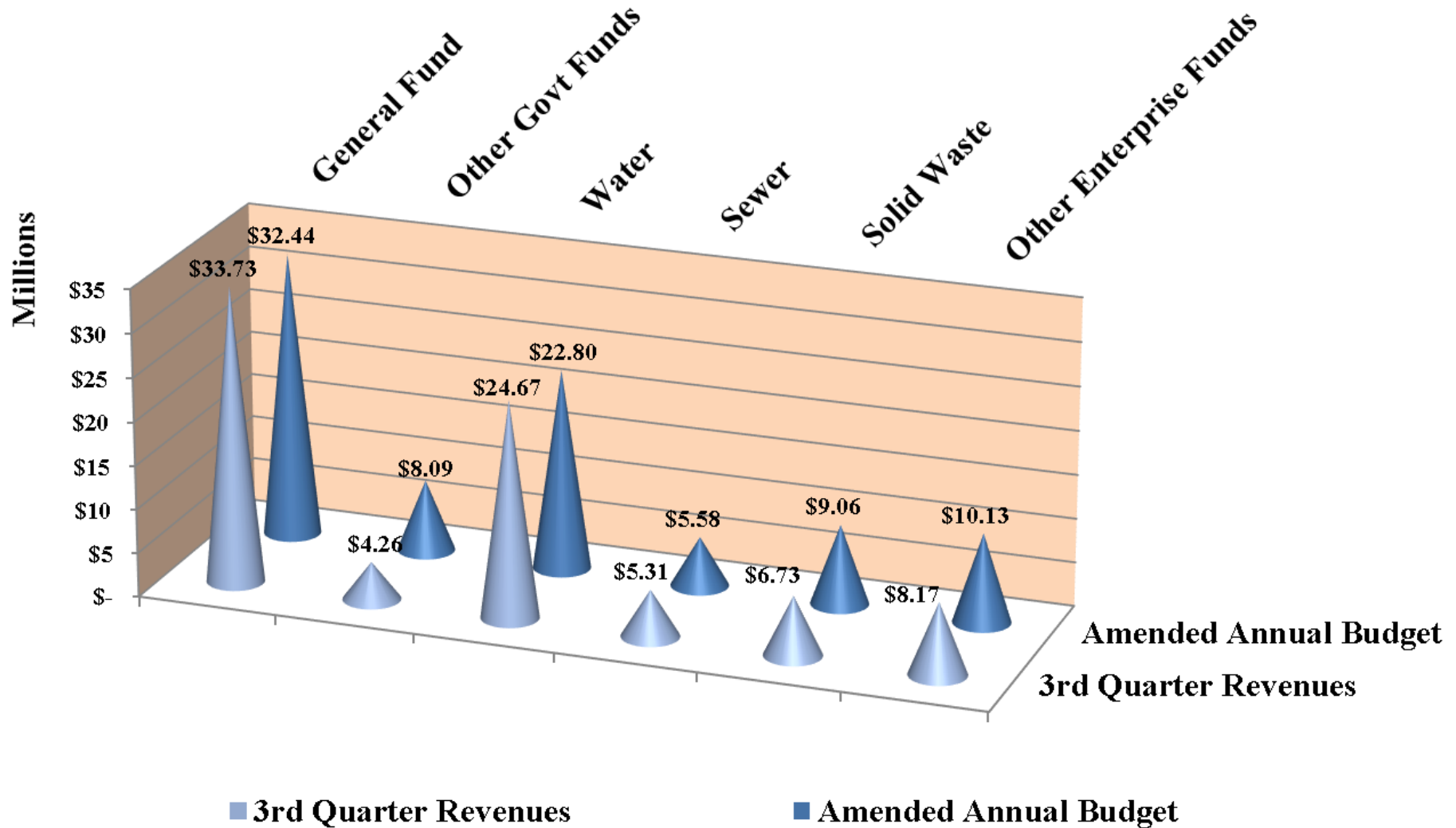
| | | | | | |
|--------------------------|------------------|------------------|------------------|-----------------|------------|
| Salaries & related costs | 1,345,795 | 1,009,346 | 983,563 | 25,783 | 73% |
| Pension | 193,900 | 145,425 | 150,147 | (4,722) | 77% |
| Operating costs | 455,543 | 341,657 | 302,488 | 39,169 | 66% |
| Capital outlay | 40,000 | 30,000 | 38,130 | (8,130) | 95% |
| Non-operating expenses | <u>58,505</u> | <u>43,879</u> | <u>58,505</u> | <u>(14,626)</u> | 100% |
| Total Expenses: | 2,093,743 | 1,570,307 | 1,532,833 | 37,474 | 73% |

| | | | | |
|-----------------------------|--------------------|--------------------|-------------------------|-------------------------|
| Change in net assets | \$ <u>-</u> | \$ <u>-</u> | \$ <u>50,520</u> | \$ <u>50,520</u> |
|-----------------------------|--------------------|--------------------|-------------------------|-------------------------|

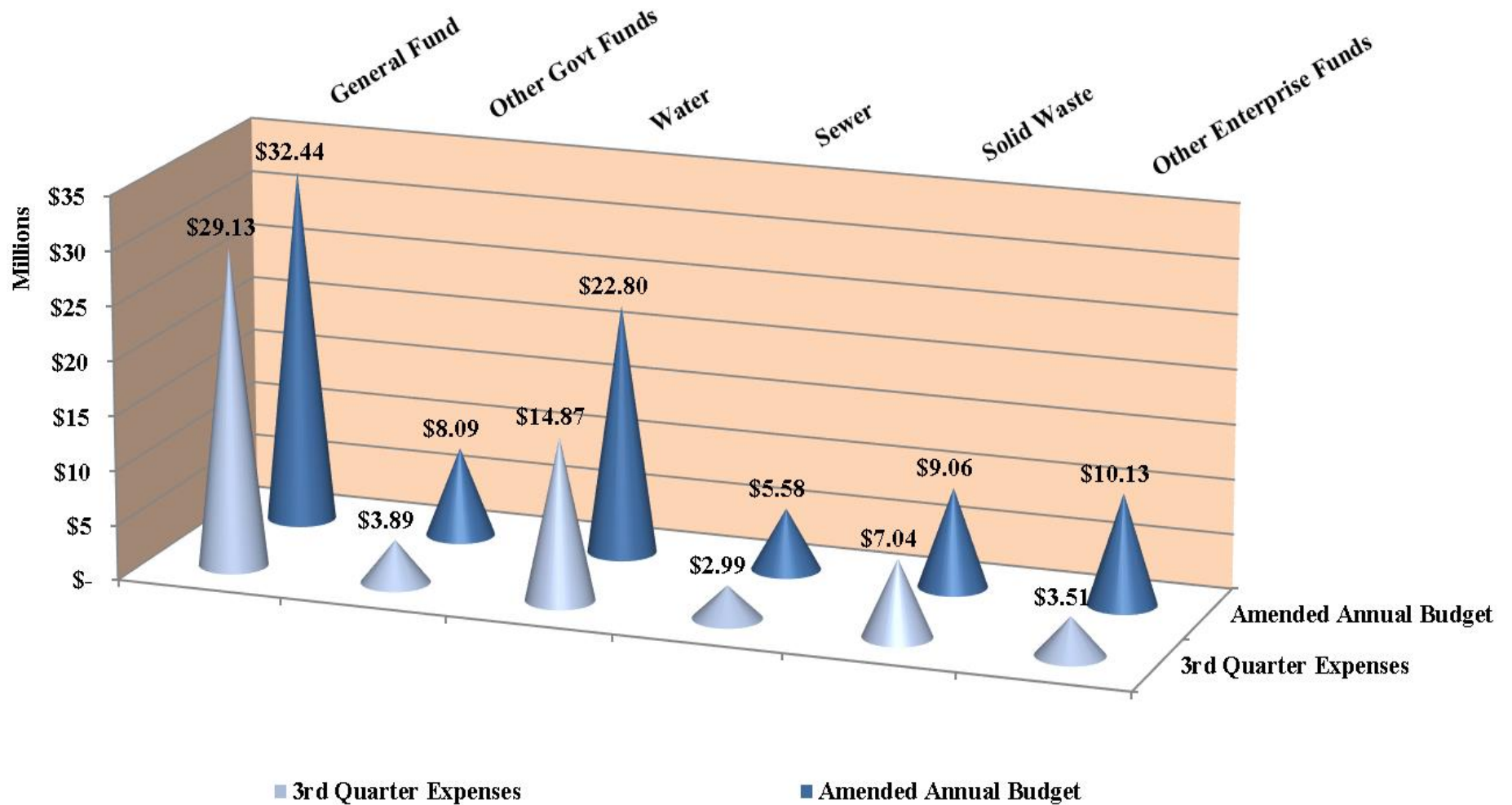
Salaries & Related Costs by Department



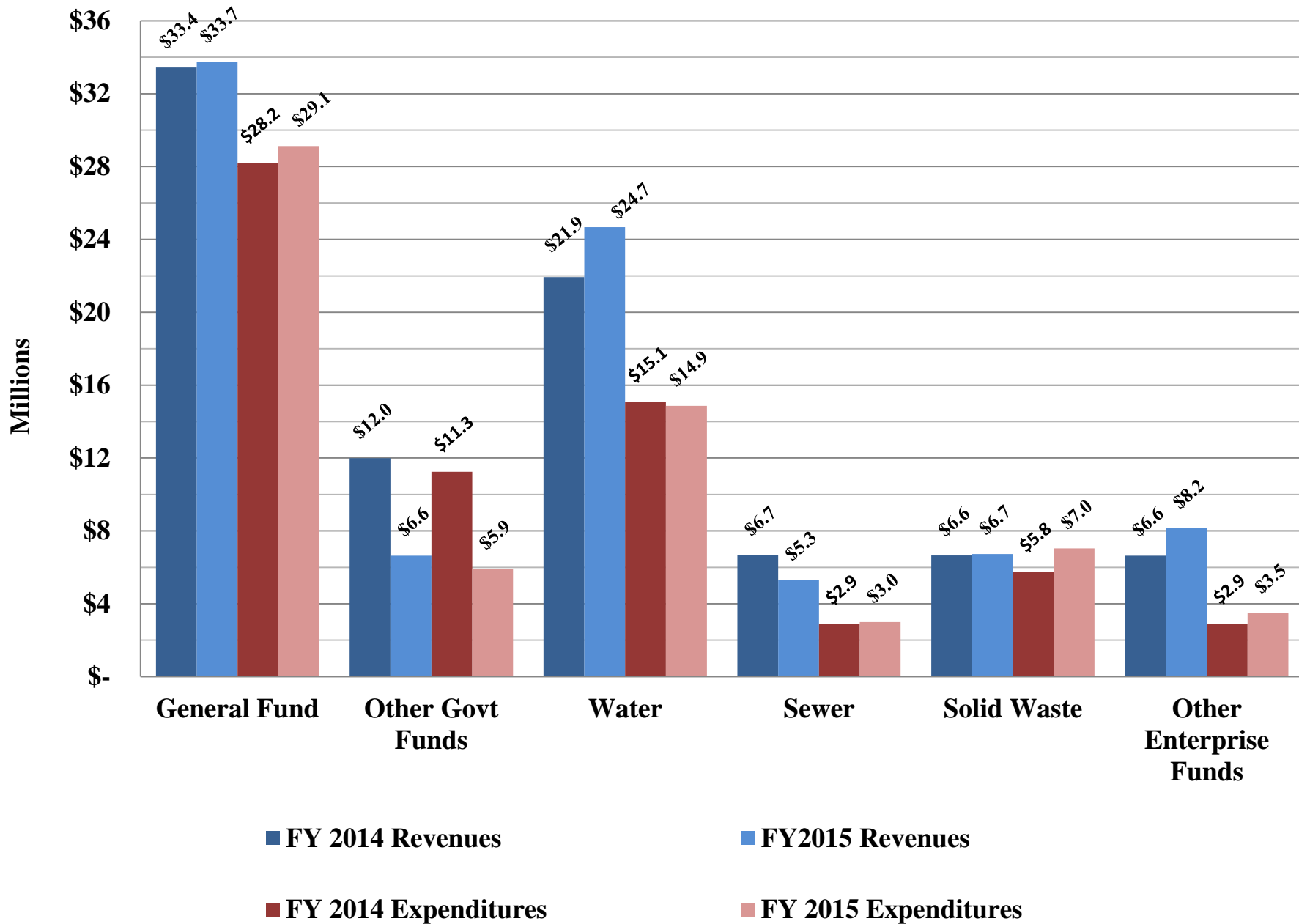
Quarterly Comparison - Revenues



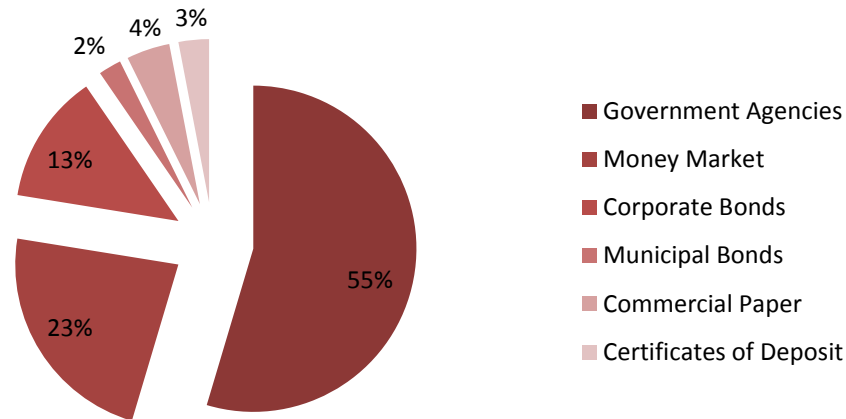
Quarterly Comparison - Expenses



Year over Year Comparison



Market Value at June 30, 2015



| Market Value | | |
|-------------------------|----------------------|----------------------|
| | <u>June 30, 2015</u> | <u>June 30, 2014</u> |
| Government Agencies | \$ 31,795,852 | \$ 33,649,639 |
| Money Market | 13,357,388 | 10,247,922 |
| Corporate Bonds | 7,499,890 | 5,554,245 |
| Municipal Bonds | 1,318,482 | 1,613,291 |
| Commercial Paper | 2,499,771 | 3,748,285 |
| Certificates of Deposit | 1,755,740 | 3,432,649 |
| Total | \$ 58,227,123 | \$ 58,246,031 |

MEMORANDUM

 **Print**

TO: Mayor and City Council

FROM: Ana M. Garcia, City Manager

VIA: Candido Sosa-Cruz, Director of Code Compliance & Building Services
Rasha Cameau, CRA Coordinator

DATE: Monday, September 21, 2015

RE: Resolution R2015-81 (Candido Sosa-Cruz, Director of Code Compliance & Building Services)

**BACKGROUND
ANALYSIS:**

On June 7, 2005, the Miami-Dade Board of County Commissioners adopted Resolution No. R-611-05 that established the Community Redevelopment Agency and approved the Agency's Community Redevelopment Plan and Interlocal Agreement. The Agreement requires the CRA approve and adopt an annual budget and transmit its annual budget to the City for approval.

RECOMMENDATION:

It is recommended that the Mayor and Council consider approving the North Miami Beach Community Redevelopment Agency's FY 2015-2016 Budget.

**FISCAL/BUDGETARY
IMPACT:**

REVENUE:

Total revenues for NMBCRA FY 2015-2016 is estimated at \$1,433,740. The sources of revenue for FY 2015-2016 include tax increment receipts from the City of North Miami Beach of \$404,477 and Miami-Dade County of \$289,030 respectively and a carry forward from FY 2014-2015 of \$730,233 plus \$10,000 projected interest on investments.

EXPENSE:

Total expenditures for NMBCRA FY 2015-2016 is estimated at \$1,433,740. The sources of expenditures include Administrative Expenses of \$134,605, Operating Expenses of \$625,093 and Capital Improvements of \$674,042.

Total CRA Budget: \$1,433,740

ATTACHMENTS:

- ▢ [Resolution R2015-81](#)
- ▢ [NMBCRA FY 2015-2016 Budget](#)

RESOLUTION NO. R2015-81

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA APPROVING THE NORTH MIAMI BEACH COMMUNITY REDEVELOPMENT AGENCY FISCAL YEAR 2015-2016 BUDGET; AUTHORIZING THE CITY MANAGER TO TRANSMIT THE CRA FISCAL YEAR 2015-2016 BUDGET TO MIAMI-DADE COUNTY; AUTHORIZING THE CITY MANAGER TO TAKE ALL ACTION NECESSARY TO COMPLETE THE APPROVAL PROCESS FOR THE CRA FISCAL YEAR 2015-2016 BUDGET WITH MIAMI-DADE COUNTY.

WHEREAS, the Interlocal Cooperation Agreement (the “Agreement”) between the North Miami Beach Community Redevelopment Agency (the “CRA”), the City of North Miami Beach (the “City”) and Miami-Dade County (the “County”) requires, among other things, the CRA to annually adopt and transmit a budget and annual report to the City and County for review and approval by the City Council and Board of County Commissioners (the “BCC”), respectively; and

WHEREAS, the Fiscal Year 2015-2016 CRA Budget is attached hereto as Exhibit “A” (the “Fiscal Year 2015-2016 CRA Budget”); and

WHEREAS, all the expenses included in the Fiscal Year 2015-2016 CRA Budget are in accordance with state law, interlocal agreements including the Agreement and the CRA Redevelopment Plan; and

WHEREAS, the CRA previously approved the Fiscal Year 2015-2016 CRA Budget; and

WHEREAS, the City Council desires to approve the Fiscal Year 2015-2016 CRA Budget.

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

Section 1. The recitals in the whereas clauses are true and correct, and incorporated into this Resolution.

Section 2. The Fiscal Year 2015-2016 CRA Budget attached hereto as Exhibit “A” is hereby approved and adopted.

Section 3. The City Manager is hereby authorized to transmit the Fiscal Year 2015-2016 CRA Budget to the County for review and approval.

Section 4. The City Manager is hereby authorized to take all action necessary to complete the approval process for the Fiscal Year 2015-2016 CRA Budget with the County.

Section 5. This resolution shall take effect immediately upon approval.

APPROVED AND ADOPTED by the City Council of the City of North Miami Beach, Florida at the regular meeting assembled this _____ day of _____, 2015.

ATTEST:

PAMELA L. LATIMORE
CITY CLERK

GEORGE VALLEJO
MAYOR

APPROVED AS TO FORM, LANGUAGE
AND FOR EXECUTION

JOSE SMITH
CITY ATTORNEY

Sponsored by: Mayor and Council



CITY OF NORTH MIAMI BEACH

COMMUNITY REDEVELOPMENT AGENCY



FISCAL YEAR 2015-16 BUDGET



CITY OF NORTH MIAMI BEACH COMMUNITY REDEVELOPMENT AGENCY

The North Miami Beach Community Redevelopment Agency was created in 2005. The funding mechanism for the Agency is through Tax-Increment Financing as authorized by F.S.S. 163 Part III and was established to collect tax increment revenues from both the City of North Miami Beach and Miami-Dade County. Using tax increment revenues, the CRA initiated and received required approval from Miami-Dade County (R-1427-06, Dec. 19, 2006) to issue two lines of credit totaling \$8 million to fund redevelopment projects; one to fund, \$3,000,000 in infrastructure and street improvements and reconstruction of streets within the CRA, and the remaining line of credit of \$5,000,000 to fund acquisition of property for future Transit Oriented Development (TOD) in partnership with Miami Dade Transit (MDT). The latter \$5,000,000 project was not accomplished and as a result the CRA reallocated funds to be used for much needed infrastructure improvements and acquisition of commercial property for redevelopment. In April 2012, the Board of County Commissioners (BCC) approved the use of revenues from the line of credit for infrastructure improvements (\$4,000,000) and land purchase (\$1,000,000). In 2014, due to the downturn in the real estate market and reductions in tax increment revenues to pay debt service the CRA Board approved and repaid the remaining loan proceeds of \$3,672,500 from the 2007 line of credit.

NMBCRA FY 2014-2015 ACCOMPLISHMENTS

This past year, CRA staff and Redevelopment Management Associates accomplished the following:

- Updated the CRA Plan and created a 5-year financing plan consistent with strategic priorities and goals, urban design guidelines and future land use and zoning modifications which was recently adopted by the City Council on March 17th, 2015.
- Promoted current CRA grant programs to existing and new businesses.
- Modified CRA grant programs to provide both building and tenant improvements to exterior of buildings; also promoting the Ygrene initiative and allowing businesses to use this as a grant match for qualified improvements.
- Executed agreement with Miami-Dade County to build the sewer extension project along 163rd Street and NE 21st Avenue. Now awaiting BCC approval.
- Conducted an existing conditions analysis and an implementation strategy for the redevelopment of the West Dixie corridor from NE 163 Street to NE 172 Street.
- Continued coordination with South Florida Regional Transportation Authority (SFRTA) relative to the location of a train station along the Florida East Coast Railway (FEC) future commuter rail line.
- Co-sponsored the NMB SpringFest to promote community, new zoning, redevelopment and support of area businesses.

NMBCRA 2015-2016 REVENUE

Total revenues for NMBCRA FY 2015-16 is estimated at \$1,433,740. The sources of revenue for FY 2015-16 include tax increment receipts from the City of North Miami Beach of \$404,477 and Miami-Dade County of \$289,030 respectively and a carry forward from FY 2014-2015 of \$730,233 plus \$10,000 projected interest on investments. Please see the comparative table below:

NMBCRA Estimated Revenues

| | (FY 14-15) | (FY 15-16) |
|-----------------------------------|--------------------|--------------------|
| TIF City Contribution | \$ 343,597 | \$ 404,477 |
| TIF County Contribution | \$ 194,472 | \$ 289,030 |
| Carry Forward | \$ 681,027 | \$ 730,233 |
| Projected Interest on Investments | \$ 10,000 | \$ 10,000 |
| Total Revenues: | \$1,229,096 | \$1,433,740 |

NMBCRA FY2015-2016 EXPENSES

The focus of the NMBCRA budget expenditures for the Fiscal Year 2015/2016 will support following objectives:

- Attract new development through marketing and promotion of new zoning and adopted Tax Increment Recapture Incentive program.
- Technical assistance, targeting and funding of existing and new businesses improvements through the NMBCRA's Façade and Commercial Improvement program focusing on strategic investments that will provide the highest functional and visual impacts.
- Conduct an analysis to identify the number and location of businesses within the NMBCRA which are unable to grow due to lack of sanitary sewer. Identify potential funding and/or create incentives to connect all existing businesses within the CRA to sewer.
- Complete Miami-Dade County sewer extension project along 163rd Street and NE 21st Avenue
- Implement specific short term recommendations from the West Dixie Highway Implementation Plan.
- Continue to monitor and work with Miami Dade County PWWM Department on design and engineering of the West Dixie Highway Roadway Improvement project and Snake Creek Canal Bridge Replacement Project to ensure consistency with the City vision (Design firm to be under contract with Miami Dade County, fall of 2015. Funding has been allocated per the 5-Year Transportation Improvement Plan) Negotiate a public/private partnership for City owned parking lot along the West Dixie Highway corridor.
- Complete a 5-Year Capital Improvement Plan for the targeted CRA sub areas of Hanford Boulevard, West Dixie Highway and 19th Avenue.
- Develop an overall Marketing Plan for the NMBCRA to solicit and attract investment. Fund portions of implementation.

ADMINISTRATIVE EXPENSES

1. Employee Salary and Fringe (\$ 30,928)

25% Administrative personnel costs charges to the CRA for CRA Administrator

| | |
|---------------------------------|------------------------|
| Total for Salary/Fringe: | <u>\$30,928</u> |
|---------------------------------|------------------------|

2. Annual Audit (\$ 3,780)

The CRA is audited as a part of the City of North Miami Beach's annual audit (CAFR) and, as with all funds, pays its pro-rata share of the cost of the audit.

3. Advertising and Notices (\$ 700)

Legal Notices placed for CRA Workshops / Budget Meetings.

4. Travel (\$ 1,000)

Travel for conventions / seminars and developer meetings.

5. City Administrative Support (\$80,896)

As per the Interlocal Agreement approved by Miami-Dade County BCC, the City of North Miami Beach is governed by a 6% cap of total TIF expenditures within a set fiscal year for the purposes of assessing an indirect cost allocation.

The City of North Miami Beach will provide support services to the NMBCRA, in particular from the Finance, Procurement, IT and Community Development Departments.

6. Other Administrative Expenses (\$ 12,966)

Overhead expenses include but are not limited to operating supplies, bank fees, postage, professional organization membership dues, cell phone, subscriptions to publications, and maintenance agreements. Specifically this amount includes professional memberships for Urban Land Institute, Florida Redevelopment Agency, International Downtown Association subscriptions and publications for South Florida Business Journal.

7. County Administrative Charge (\$4,335)

Required County Fee @ 1.5% of County's tax increment contribution.

| | |
|--|-------------------------|
| Total Administrative Expenses including salary/fringe | <u>\$134,605</u> |
|--|-------------------------|

OPERATING EXPENSES

1. Employee Salary and Fringe (\$ 93,193)

75% of Administrator's salary and fringes

2. Contractual Services/Economic Development/Branding (\$70,000)

NMB CRA will contract will consultants to assist with, but not limited to, negotiating public/private partnerships, West Dixie Highway corridor improvements, retail recruitment and marketing & branding of the Downtown.

3. Printing and Publishing (\$ 5,000)

Covers the cost of producing agendas / annual reports and other documents required by the CRA Board, and the Redevelopment Advisory Board. Also included are developer recruitment packages, welcome packages including annual public information and other documents needed to provide economic overview of the City & CRA.

4. Marketing (\$12,000)

Through promotional activities, the CRA will promote its services and activities to new businesses and developers interested in doing business and applying for existing programs and incentives.

5. Legal Services Costs (\$41,500)

Outside (non-City) legal assistance for development agreements/legal issues and attendance at CRA Board & Redevelopment Advisory Board Meetings. The law firm shall provide continuous services as General Counsel and additional services consisting of representation of the CRA, counseling, giving legal advice, formulating legal strategy, and acting as legal counsel with respect to the governance and operations of the CRA. "Legal services" shall include review of contracts and agreements, and the rendering of legal opinions as requested by the CRA or members of its governing board.

A Recorder is contracted to transcribe meeting minutes.

6. Property Improvement Grant Program (\$200,000)

Commercial Façade Improvement and Commercial Improvement Programs

Through the Façade Improvement & Commercial Improvement Grant Programs, the NMB CRA will target properties on – West Dixie Highway between NE 163rd Street & 172nd Street to enhance their visibility, attract new business and new development for that area. The grant will pay for 50% of the total cost of an approved project up to a maximum cost of \$25,000. All improvements must be in compliance with any and all applicable codes, design standards, and all other restrictions of the City of North Miami Beach. Every project must be approved by the CRA, and is subject to fund availability.

7. Debt Service (\$203,400)

The repayment of borrowed funds for one (1) \$3,000,000 tax exempt loan drawn down in 2007. The loan will expire on 2/1/2027.

Total Operating: **\$ 625,093**

9. Capital and Infrastructure Improvements (\$674,042)

The following is recognized as ongoing and potential future infrastructure improvements within the CRA District:

- Miami Dade County sewer extension project along 163rd Street and NE 21st Avenue \$ 214,885
- CRA-wide sanitary sewer improvements \$ 259,157
- CRA-wide parking and infrastructure improvements \$ 200,000

Total Capital: **\$ 674,042**

| | <i>(FY 14-15)</i> | <i>(FY 15-16)</i> |
|---------------------------------------|---------------------|--------------------|
| Total Administrative Expenses: | \$ 38,158 | \$ 134,605 |
| Total Operating Expenses: | \$ 559,111 | \$ 625,093 |
| Capital Improvement | \$ 631,827 | \$ 674,042 |
| Total CRA Budget: | \$ 1,229,096 | \$1,433,740 |

City of North Miami Beach
Community Redevelopment Agency FY 2015-2016 Budget

(FY 15-16 begins October 1, 2015)

| | FY 13-14 Adopted Budget | FY13-14 Actual Budget | FY14-15 Approved Budget | FY 14-15 Proposed Amend Budget | FY14-15 Actual Budget | FY15-16 Proposed Budget |
|---|-------------------------------|-----------------------------|-------------------------------|--------------------------------------|-----------------------------|-------------------------------|
| Revenues | | | | | | |
| City Tax Increment Revenue | 222,266 | 222,266 | 343,597 | 343,597 | 343,597 | 404,477 |
| County Tax Increment Revenue | 202,346 | 202,346 | 275,311 | 194,472 | 194,472 | 289,030 |
| Additional City Funding | | | | | | |
| County Carryover | | | | | | |
| Carryover from prior year (cash & equiv.) | 4,679,589 | 4,602,228 | 578,759 | 681,027 | 681,027 | 730,233 |
| Loan Proceeds | | | | | | |
| Interest earnings | 35,300 | 10,169 | 10,000 | 10,000 | 10,000 | 10,000 |
| Revenue Total | 5,139,501 | 5,037,009 | 1,207,667 | 1,229,096 | 1,229,096 | 1,433,740 |
| Expenditures | | | | | | |
| Administrative Expenditures: | | | | | | |
| Employee salary and fringe | 17,164 | 13,190 | 16,875 | 16,875 | 16,875 | 30,928 |
| Audits | 3,150 | 3,150 | 3,150 | 3,150 | 3,150 | 3,780 |
| Advertising and notices | 1,000 | 293 | 700 | 700 | 700 | 700 |
| Travel | 1,000 | 952 | 1,000 | 1,000 | 926 | 1,000 |
| City Administrative Support | 0 | 0 | 0 | 0 | - | 80,896 |
| Other Admin. Exps (attach list) | 8,614 | 8,835 | 12,916 | 13,516 | 4,649 | 12,966 |
| (A) Subtotal Admin Expenses, % | 30,928 | 26,420 | 34,641 | 35,241 | 26,300 | 130,270 |
| County Administrative Charge at 1.5% | 3,035 | 3,035 | 4,130 | 2,917 | 2,917 | 4,335 |
| (B) Subtotl Admin Exp | 33,963 | 29,455 | 38,771 | 38,158 | 29,217 | 134,605 |
| Operating Expenditures: | | | | | | |
| Employee salary and fringe | 51,491 | 39,569 | 50,625 | 50,625 | 50,625 | 93,193 |
| Contractual services | 45,000 | 80,000 | 60,000 | 60,000 | 60,000 | 70,000 |
| Printing and publishing | 5,000 | 5,000 | 5,000 | 5,000 | 3,723 | 5,000 |
| Promotional Activities | 3,000 | 10,193 | 10,000 | 10,000 | 6,930 | 12,000 |
| Legal services/court costs | 21,500 | 21,500 | 21,500 | 21,500 | 11,500 | 41,500 |
| Redevelopment & Infrastructure | 2,561,259 | 489,847 | 0 | 0 | - | - |
| Capital Projects- Encumbered | | | | 75,000 | 74,980 | |
| Capital Projects - Grants | 130,000 | 130,000 | 130,000 | 130,000 | 26,450 | 200,000 |
| Hanford Blvd Renovations | 0 | 0 | 45,000 | 28,452 | 28,452 | - |
| Sewer 163rd St & NE 21st Ave | | 214,885 | 214,885 | 214,885 | - | 214,885 |
| West Dixie improvements&beautification | | | 424,900 | 388,490 | - | - |
| CRA wide infrastructure improvements | 0 | 0 | 0 | 0 | - | 459,157 |
| Debt service payments (capital imp.) | 206,670 | 206,670 | 206,986 | 206,986 | 206,986 | 203,400 |
| Debt service payments (property) | 365,402 | 178,298 | | | - | |
| Transfers out to others (attach list) | | | | | | |
| Other Oper. Expenses (attach list) | | 3,392 | | | | |
| Repayment of Loan Proceeds (2007) | | 3,628,200 | | | | |
| (C) Subtotal Oper. Expenses | 3,389,322 | 5,007,554 | 1,168,896 | 1,190,938 | 469,646 | 1,299,135 |
| (D) Reserve/Contingency | 1,716,216 | | | | | |
| Expenditure Total (B+C+D) | 5,139,501 | 5,037,009 | 1,207,667 | 1,229,096 | 498,863 | 1,433,740 |
| Projects: | | | | | | |
| Redevelopment & Infrastructure | 4,277,475 | | | | | 459,157 |
| Capital Projects | 130,000 | | | | | |
| SR 826 Beautification | | 153,300 | | | | |
| Sewer NE 163rd & NE 21st Ave | | 214,885 | 214,885 | 214,885 | | 214,885 |
| Hanford Blvd Renovations | | | 45,000 | 28,452 | 28,452 | - |
| W. Dixie Hwy Improvments | | | 424,900 | 388,490 | | - |
| Total project dollars: | 4,407,475 | 368,185 | 684,785 | 631,827 | 28,452 | 674,042 |
| Year End Carry Over | 4,602,228 | 681,027 | | | 730,233 | - |