



**CITY OF NORTH MIAMI BEACH**  
City Hall, Commission Chambers, 2nd Floor  
17011 NE 19th Avenue  
North Miami Beach, FL 33162  
**Tuesday, April 16, 2024**  
**6:00 PM**

Mayor Evan S. Piper  
Vice Mayor Fortuna Smukler  
Commissioner Jay R. Chernoff  
Commissioner McKenzie Fleurimond  
Commissioner Daniela Jean  
Commissioner Michael Joseph  
Commissioner Phyllis S. Smith

City Manager Mario A. Diaz  
Interim City Attorney John Herin  
City Clerk Andrise Bernard, MMC

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 Commission.

**City Commission Meeting Agenda**

- 1. ROLL CALL OF CITY OFFICIALS**
- 2. INVOCATION**
- 3. PLEDGE OF ALLEGIANCE**
- 4. REQUESTS FOR WITHDRAWALS, DEFERMENTS AND ADDITIONS TO THE AGENDA**
- 5. PRESENTATIONS / DISCUSSIONS**
  - 5.1. Self-Funding Health Insurance Option (Eric Brewer, Vice-President, Corporate Synergies)**
  - 5.2. Smart City NMB (David E. Scott, Deputy City Manager)**
- 6. PUBLIC COMMENT**

**To All Citizens Appearing Under Public Comment**

The Commission 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 Commission must have Staff input and prior knowledge as to the facts and figures, so that they can intelligently discuss a matter. The Commission may wish to ask questions regarding this matter, but will not be required to do so. At the next or subsequent Commission meeting you may have one of the Commissioners 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 Commission**

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 Commission 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 Commission 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)

### **Unattended Personal Items Notice**

Please be advised that personal belongings and electronic devices cannot be left unattended. All unattended personal belongings and electronic devices will be confiscated.

## **7. ANNOUNCEMENTS**

## **8. CITY COMMISSION REPORTS**

## **9. CONSENT AGENDA**

**9.1. Special Commission Meeting Minutes of March 18, 2024 (Andrise Bernard, MMC, City Clerk)**

**9.2. City Commission Conference Minutes of March 19, 2024 (Andrise Bernard, MMC, City Clerk)**

**9.3. Regular City Commission Meeting Minutes of March 19, 2024 (Andrise Bernard, MMC, City Clerk)**



- 9.4. Resolution No. R2024-47 Approving Piggyback Contract with GML Coatings, LLC for Tank Re-Coating Services(Andrea Suarez-Abastida, NMB Water Director)**

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING A PIGGYBACK CONTRACT BETWEEN THE CITY AND GML COATINGS, LLC., FOR THE PURCHASE OF SANITARY SEWER, STORMWATER, LINE & MANHOLE REHABILITATION SERVICES; FOR A TOTAL BUDGETED AMOUNT OF \$90,000.00; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

- 9.5. Resolution No. R2024-48 Approving an Agreement with North Miami Beach Little League, Inc. (Andrew Plotkin, Parks and Recreation Director)**

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING AN AGREEMENT WITH NORTH MIAMI BEACH LITTLE LEAGUE, INC.; AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

- 9.6. Resolution No. R2024-49 Approving an Agreement with North Miami Beach Youth Athletic Club, Inc (Sun Devils) (Andrew Plotkin, Parks and Recreation Director)**

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING AN AGREEMENT WITH NORTH MIAMI BEACH YOUTH ATHLETIC CLUB, INC. AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

- 9.7. Resolution No. R2024-50 Approving Change Order to the Piggyback Contract with B&H Foto dba B & H (Ricardo Castillo, Chief Information Officer)**

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING**

**AND AUTHORIZING A CHANGE ORDER TO THE PIGGYBACK CONTRACT WITH B & H FOTO, INC dba B & H FOR THE PURCHASE OF AUDIO VISUAL EQUIPMENT, ACCESSORIES AND SERVICES; INCREASING THE ESTIMATED BUDGETED AMOUNT BY \$100,000.00; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

- 9.8. Resolution No. R2024-51 Approving the Final Five (5) Year Lease Agreement Extension Between the City and Miami-Dade County for the Use of Fire Station No.31 (Shereece George Depusoir, Chief Procurement Officer)**

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AND EXECUTING THE FINAL FIVE (5) YEAR LEASE AGREEMENT BETWEEN MIAMI-DADE COUNTY FOR THE USE OF FIRE STATION NO. 31 LOCATED AT 17050 N.E. 19TH AVENUE, NORTH MIAMI BEACH; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

- 9.9. Resolution No. R2024-52 to Change the June Commission Meeting from June 18, 2024, to June 27, 2024. (Mario A. Diaz, City Manager)**

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AMENDING RESOLUTION R2023-95 TO CHANGE THE DATE OF THE CITY COMMISSION MEETING FOR JUNE 2024; AND PROVIDING FOR AN EFFECTIVE DATE.**

- 9.10. Resolution No. R2024-53 Approving a Five Year Extension of the Interlocal Agreement with Miami-Dade County Office of Film and Entertainment for Permitting (Shereece George Depusoir, Chief Procurement Officer)**

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING A FIVE (5) YEAR EXTENSION OF THE INTERLOCAL AGREEMENT BETWEEN THE CITY AND MIAMI-DADE COUNTY FOR THE MIAMI-DADE OFFICE OF FILM AND ENTERTAINMENT TO ISSUE PERMITS TO FILM AND STILL PHOTOGRAPHY PRODUCTION COMPANIES, ALLOWING THE USE OF CITY FACILITIES AND SERVICES; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO**

**EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**10. QUASI-JUDICIAL LEGISLATION - None**

**11. LEGISLATION**

**11.1.Ordinance No. 2024-02 (Second Reading) Text Amendment**

**Ordinance for Animal Hotel Boarding (Edward Ng, AICP, Interim Community Development Director)**

**AN ORDINANCE OF THE MAYOR AND CITY COMMISSION AMENDING THE CODE OF ORDINANCES OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, BY AMENDING CHAPTER XXIV "ZONING AND LAND DEVELOPMENT," SPECIFICALLY SECTION 24-22, "DEFINITION" TO MODIFY THE EXISTING DEFINITION "KENNEL" AND TO ADD THE TERM "ANIMAL BOARDING"; AMENDING ARTICLE V "ZONING USE DISTRICTS" TO STREAMLINE AND CORRECT PERMITTED AND CONDITIONAL USES TO BE CONSISTENT WITH THE DEFINITION, ADDING "ANIMAL BOARDING" TO THE PERMITTED AND CONDITIONAL USES LISTED IN THE B-1 LIMITED BUSINESS DISTRICT, B-2 GENERAL BUSINESS DISTRICT, B-3 INTENSIVE BUSINESS DISTRICT, B-4 DISTRIBUTION BUSINESS DISTRICT, B-5 DISTRIBUTION BUSINESS AND MEDIUM INDUSTRIAL DISTRICT, FULFORD MIXED-USE TOWN CENTER DISTRICT (MU/TC), MIXED-USE EMPLOYMENT CENTER DISTRICT (MU/EC), MIXED-USE NEIGHBORHOOD CENTER DISTRICT (MU/NC), ARCH CREEK MIXED-USE CORRIDOR DISTRICT (MU/C), SOUTHERN MIXED-USE WATERFRONT DISTRICT (MU/SWF), NORTHERN MIXED-USE WATERFRONT DISTRICT (MU/NWF), EASTERN MIXED-USE WATERFRONT DISTRICT (MU/EWF), AND INTERNATIONAL BOULEVARD DISTRICT (MU/IB) AS A CONDITIONAL USE; PROVIDING FOR THE REPEAL OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH; PROVIDING FOR SEVERABILITY; CODIFICATION; AND FOR AN EFFECTIVE DATE.**

**11.2.Ordinance No. 2024-05 (First Reading) Approving the Change of Candidate Qualifying Dates and Run-Off Election Date (Andrise Bernard, MMC, City Clerk)**

**AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AMENDING SECTION 4.1 OF THE CITY CHARTER TO CHANGE THE RUN-OFF ELECTION DATE AND AMENDING SECTION 4.3 OF THE**

**CITY CHARTER TO CHANGE THE QUALIFYING REGISTRATION PERIOD FOR CITY COMMISSION ELECTIONS; PROVIDING FOR CODIFICATION, CONFLICTS, SCRIVENER'S ERRORS, SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.**

**11.3.Ordinance No. 2024-06 (First Reading) Street Tree/Landscaping Update (Edward Ng, Interim Community Development Director)**

**AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AMENDING THE CODE OF ORDINANCES OF THE CITY OF NORTH MIAMI BEACH CHAPTER XXIV ENTITLED "ZONING AND LAND DEVELOPMENT" BY AMENDING ARTICLE XI ENTITLED "LANDSCAPING," SECTION 24-119 "MINIMUM LANDSCAPING REQUIREMENTS FOR ALL ZONING DISTRICTS"; AMENDING SECTION 24-121 ENTITLED "TREE REMOVAL PERMIT" TO PROVIDE FOR CLEARER AND MORE CONCISE SPECIFICATIONS AND GUIDELINES FOR APPLICANTS; BY CREATING A NEW SECTION 24-125 ENTITLED "RIGHT-OF-WAY TREES REGULATIONS"; PROVIDING FOR CODIFICATION, CONFLICTS, SCRIVENER'S ERRORS, SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.**

**11.4.Resolution No. R2024-54 AFSCME Collective Bargaining Agreement (Babette Friedman, Human Resources Director)**

**A RESOLUTION OF THE MAYOR AND COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, RATIFYING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF NORTH MIAMI BEACH AND THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, LOCAL 3293, BARGAINING UNIT; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**11.5.Resolution No. R2024-55 Approving and Ratifying the Purchase of Direct Materials for Norwood Waterplant Rehabilitation Construction Project (Andrea Suarez-Abastida, NMB Water Director)**

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AND RATIFYING THE PURCHASE OF DIRECT MATERIALS FOR THE NORWOOD WATERPLANT REHABILITATION CONSTRUCTION PROJECT THROUGH THE CITY EXEMPTION FROM BIDDING CLAUSE; AUTHORIZING THE CITY MANAGER**

**OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**11.6. Resolution No. R2024-56 Approving Continuing Services**

**Agreement Task Order from Brown and Caldwell for Engineering Design Services for Pinetree Park South (Andrea Suarez- Abastida, NMB Water Director)**

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING A TASK ORDER FOR ENGINEERING SERVICES FOR THE PROJECT MANAGEMENT OF THE WATER MAIN REPLACEMENT - PINETREE PARK SOUTH; IN AN ESTIMATED AMOUNT OF \$534,980.00, UNDER THE “CONTINUING SERVICES AGREEMENT” WITH BROWN AND CALDWELL FOR PROFESSIONAL CONSULTING SERVICES; AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; AND SUBJECT TO THE BUDGET APPROPRIATION AND AVAILABILITY OF FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**11.7. Resolution No. R2024-57 Approving Continuing Services**

**Agreement Task Order for Engineering Services from Brown and Caldwell for Engineering Design Services for Norland Southeast (Andrea Suarez-Abastida, NMB Water Director)**

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING A TASK ORDER FOR ENGINEERING SERVICES FOR THE PROJECT MANAGEMENT OF THE WATER MAIN REPLACEMENT - NORLAND SOUTHEAST; IN AN ESTIMATED AMOUNT OF \$411,056.00, UNDER THE “CONTINUING SERVICES AGREEMENT” WITH BROWN AND CALDWELL FOR PROFESSIONAL CONSULTING SERVICES; AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; AND SUBJECT TO THE BUDGET APPROPRIATION AND AVAILABILITY OF FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**12. BUSINESS TAX RECEIPTS - None**

**13. APPOINTMENTS**

**13.1. Appointing Commissioner McKenzie Fleurimond as Vice Mayor effective May 1, 2024 (Andrise Bernard, MMC, City Clerk)**

**13.2.Appointing Milagros (Millie) Almodovar-Colon to the Commission on Aging / Senior Citizens Advisory Board (Andrise Bernard, MMC, City Clerk)**

**14. MISCELLANEOUS ITEMS - None**

**15. DISCUSSION ITEMS**

**15.1.Remote Participation (Commissioner Phyllis S. Smith)**

**15.2.Special Events Policy and Procedures (Commissioner Phyllis S. Smith)**

**15.3.Proclamations and Keys to the City (Vice Mayor Fortuna Smukler)**

**15.4.Civility (Vice Mayor Fortuna Smukler)**

**15.5.Increasing the Number of Members on the Beautification Committee (Commissioner Jay Chernoff)**

**15.6.Regarding Expenditure of Mayor and Commission Contingency Funds (Vice Mayor Fortuna Smukler)**

**15.7.Campaign Sign Ordinance (Vice Mayor Fortuna Smukler)**

**16. CITY MANAGER'S REPORT**

**16.1.City Manager's Monthly Report (March 2024)**

**16.2.NMB Water Updates & Highlights (March 2024)**

**16.3.NMBPD Monthly Report (March 2024)**

**17. CITY ATTORNEY'S REPORT**

**17.1.Resolution No. R2024-58 Approving the Engagement Agreement Between the City and Greenspoon Marder LLP for RFQ-23-035-SG Professional Legal Services - City Attorney (Mario A. Diaz, City Manager)**

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA APPROVING THE ENGAGEMENT AGREEMENT BETWEEN THE CITY AND GREENSPOON MARDER, LLP PURSUANT TO REQUEST FOR QUALIFICATIONS ("RFQ") 23-035-SG "PROFESSIONAL LEGAL SERVICES - CITY ATTORNEY AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**18. CITY COMMISSION REPORTS**

**19. MAYOR'S DISCUSSION**

**20. NEXT REGULAR CITY COMMISSION MEETING**

**Tuesday, May 21, 2024**

**21. ADJOURNMENT**



**Consent Agenda  
9.1.**

City of North Miami Beach  
17011 NE 19 Avenue  
North Miami Beach, FL 33162  
305-947-7581  
[www.citynmb.com](http://www.citynmb.com)

**MEMORANDUM**

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<b>TO:</b>	Mayor and City Commission
<b>FROM:</b>	Andrise Bernard, MMC, City Clerk
<b>VIA:</b>	
<b>DATE:</b>	April 16, 2024

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**RE:** Special Commission Meeting Minutes of March 18, 2024 (Andrise Bernard, MMC, City Clerk)

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**Description**

**BACKGROUND**                      None.  
**ANALYSIS:**

**RECOMMENDATION:** Approval.

**FISCAL/ BUDGETARY**                      None.  
**IMPACT:**

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**ATTACHMENTS:**

Description

☐    March 18, 2024 - Special Commission Meeting Minutes





**CITY OF NORTH MIAMI BEACH**  
City Hall, Commission Chambers, 2<sup>nd</sup> Floor  
17011 N.E. 19th Avenue  
North Miami Beach, FL. 33162  
**Monday, March 18, 2024**  
**7:00pm**

Mayor Evan S. Piper  
Vice Mayor Fortuna Smukler  
Commissioner Jay Chernoff  
Commissioner McKenzie Fleurimond  
Commissioner Daniela Jean  
Commissioner Michael Joseph  
Commissioner Phyllis S. Smith

City Manager Mario A. Diaz  
Outside Counsel Valerie Vicente  
City Clerk Andrise Bernard, MMC

**Special Commission Meeting Minutes**

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**ROLL CALL OF THE CITY OFFICIALS**

The Regular Commission Meeting was called to order at 7:04pm.

Present at the meeting were Mayor Evan Piper, Vice Mayor Fortuna Smukler, Commissioner Jay Chernoff, Commissioner McKenzie Fleurimond, Commissioner Daniela Jean, Commissioner Michael Joseph (arrived after roll call), and Commissioner Phyllis Smith.

**PLEDGE OF ALLEGIANCE** was led by the Mayor and Commission.

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

City Clerk Andrise Bernard read the rules of public comment and the pledge of civility into the record.

The following person(s) made comments on the record:

1. Karen Harrold
2. Mubarak Kazan
3. Ketley Joachim

The meeting was closed for **PUBLIC COMMENT**.

**LEGISLATION**

**Resolution No. R2024-47 Approving the Ranking for Request for Qualifications RFQ-23-035-SG Professional Legal Services - City Attorney (Sherece George Depusoir, Chief Procurement Officer)**

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA ACCEPTING THE RECOMMENDATION OF THE CITY MANAGER WHO CONCURS WITH THE EVALUATION COMMITTEE AND APPROVING THE RANKING OF THE THREE (3) MOST HIGHLY QUALIFIED FIRMS THAT RESPONDED TO REQUEST FOR QUALIFICATIONS RFQ-23-035-SG PROFESSIONAL LEGAL SERVICES - CITY ATTORNEY; AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE AN AGREEMENT WITH THE TOP-RANKED, MOST-QUALIFIED FIRM AND, IF NEGOTIATIONS ARE UNSUCCESSFUL, WITH THE NEXT HIGHEST RANKED FIRM SUCCESSIVELY, UNTIL AN ACCEPTABLE AGREEMENT CAN BE RECOMMENDED FOR CITY COMMISSION APPROVAL.

Outside Gary Counsel Valerie Vicente stated that she was retained by the City to provide support and advise City staff and the Mayor and Commission regarding the selection process because the current interim City Attorney is a finalist for the permanent position.

Chief Procurement Officer Shereece George Depusoir provided an overview of the solicitation and qualification process, confirmed that the Procurement Management Department conducted a review of the submissions from the three respondents, discussed the role and rankings of the Evaluation Committee, explained the difference between RFQ (request for qualifications) and RFP (request for proposals), stated that the cone of silence is being lifted for the purpose of the meeting and will be reinstated and back in effect after the meeting, and informed that the three respondents will each provide a 15 minute presentation followed by questions from the Mayor and Commission.

City Manager Mario Diaz stated that when one respondent is presenting the other two respondents will be outside the Commission Chambers and the audio has been turned off.

John Herin appeared before the Mayor and Commission on behalf of Fox Rothschild and presented qualifications, experience, and approach to providing professional legal services to the City.

A brief recess was taken.

Gary Carman, Anastasia Protopapadakis, Kristie Hatcher-Bolin, Phil Hutchinson, Rick Danese, and David Allen appeared before the Mayor and Commission on behalf of Gray Robinson and presented qualifications, experience, and approach to providing professional legal services to the City.

A brief recess was taken.

Joseph Geller appeared before the Mayor and Commission on behalf of Greenspoon Marder and presented qualifications, experience, and approach to providing professional legal services to the City.

Chief Procurement Officer Shereece George Depusoir announced that the presentations were concluded and Outside Counsel Valerie Vicente stated that the rankings are at the discretion of the Mayor and Commission and not bound by the recommendation of the Evaluation Committee.

The Mayor and Commission received forms to individually rank the three respondents and Chief Procurement Officer Shereece George Depusoir revealed the rankings as follows:

1. Greenspoon Marder
2. Gray Robinson
3. Fox Rothschild

**Motion to approve** the rankings of the Mayor and Commission and authorize the City Manager to negotiate an agreement with the first ranked firm (Greenspoon Marder) and if negotiations are unsuccessful with the next highest ranked firm successively until an acceptable agreement can be recommended for City Commission consideration and approval made by Commissioner Joseph, seconded by Commissioner Jean.

Voice Vote: **MOTION PASSED 7-0.**

The three respondents were invited back inside the Commission Chambers and Mayor Piper thanked each for their presentations and announced the rankings.

### **ADJOURNMENT**

There being no further business to come before the City Commission, the meeting was adjourned at 11:15pm.

**ATTEST:**

(SEAL)

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Andrise Bernard, MMC, City Clerk



**Consent Agenda  
9.2.**

City of North Miami Beach  
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**MEMORANDUM**

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<b>TO:</b>	Mayor and City Commission
<b>FROM:</b>	Andrise Bernard, MMC, City Clerk
<b>VIA:</b>	
<b>DATE:</b>	April 16, 2024

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**RE:** City Commission Conference Minutes of March 19, 2024 (Andrise Bernard, MMC, City Clerk)

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**Description**

**BACKGROUND**                      None.  
**ANALYSIS:**

**RECOMMENDATION:** Approval.

**FISCAL/ BUDGETARY**                      None.  
**IMPACT:**

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**ATTACHMENTS:**

Description

📎 March 19, 2024 - Commission Conference Minutes



**CITY OF NORTH MIAMI BEACH**  
City Hall, Commission Chambers, 2<sup>nd</sup> Floor  
17011 N.E. 19th Avenue  
North Miami Beach, FL. 33162  
**Tuesday, March 19, 2024**  
**5:00pm**

Mayor Evan S. Piper  
Vice Mayor Fortuna Smukler  
Commissioner Jay Chernoff  
Commissioner McKenzie Fleurimond  
Commissioner Daniela Jean  
Commissioner Michael Joseph  
Commissioner Phyllis S. Smith

City Manager Mario A. Diaz  
Interim City Attorney John Herin  
City Clerk Andrise Bernard, MMC

**City Commission Conference Minutes**

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**ROLL CALL OF THE CITY OFFICIALS**

The City Commission Conference was called to order at 5:17pm.

Present at the meeting were Mayor Evan Piper, Vice Mayor Fortuna Smukler, Commissioner Jay Chernoff, Commissioner McKenzie Fleurimond, Commissioner Daniela Jean, Commissioner Michael Joseph, and Commissioner Phyllis Smith

**PRESENTATIONS**

**Presenting Key to the City to Miami-Dade County Commissioner Marleine Bastien (Commissioner Michael Joseph)**

The Mayor and Commission presented a key to the city.

**Proclamation Recognizing Adele Garber (Commissioner Phyllis Smith)**

The Mayor and Commission presented a proclamation.

**Nursing Assistant Program Scholarship Recipients (Commissioner Daniela Jean)**

The Mayor and Commission recognized the recipients.

**Proclamation Recognizing Susan Sandness (Commissioner Daniela Jean)**

The Mayor and Commission presented a proclamation.

**Proclamation Recognizing National Procurement Month**

The Mayor and Commission presented a proclamation to the staff of the Procurement Department.

**Proclamation Recognizing National Library Week**

The Mayor and Commission presented a proclamation to the staff of the North Miami Beach Library.

**ADJOURNMENT**

The City Commission Conference was adjourned at 6:13pm.

**ATTEST:**

(SEAL)

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Andrise Bernard, MMC, City Clerk



**Consent Agenda  
9.3.**

City of North Miami Beach  
17011 NE 19 Avenue  
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**MEMORANDUM**

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<b>TO:</b>	Mayor and City Commission
<b>FROM:</b>	Andrise Bernard, MMC, City Clerk
<b>VIA:</b>	
<b>DATE:</b>	April 16, 2024

---

**RE:** Regular City Commission Meeting Minutes of March 19, 2024 (Andrise Bernard, MMC, City Clerk)

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**Description**

**BACKGROUND**                      None.  
**ANALYSIS:**

**RECOMMENDATION:** Approval.

**FISCAL/ BUDGETARY**                      None.  
**IMPACT:**

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**ATTACHMENTS:**

**Description**

- ☐ March 19, 2024 - Regular Commission Meeting Minutes
- ☐ Form 8B - Commissioner Joseph (3-19-24)



**CITY OF NORTH MIAMI BEACH**  
City Hall, Commission Chambers, 2<sup>nd</sup> Floor  
17011 N.E. 19th Avenue  
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**Tuesday, March 19, 2024**  
**6:00pm**

Mayor Evan S. Piper  
Vice Mayor Fortuna Smukler  
Commissioner Jay Chernoff  
Commissioner McKenzie Fleurimond  
Commissioner Daniela Jean  
Commissioner Michael Joseph  
Commissioner Phyllis S. Smith

City Manager Mario A. Diaz  
Interim City Attorney John Herin  
City Clerk Andrise Bernard, MMC

**City Commission Meeting Minutes**

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**ROLL CALL OF THE CITY OFFICIALS**

The Regular Commission Meeting was called to order at 6:36pm.

Present at the meeting were Mayor Evan Piper, Vice Mayor Fortuna Smukler, Commissioner Jay Chernoff, Commissioner McKenzie Fleurimond, Commissioner Daniela Jean, Commissioner Michael Joseph, and Commissioner Phyllis Smith.

**INVOCATION** by Rabbi Mario Rojzman of Beth Torah Benny Rok Campus.

**PLEDGE OF ALLEGIANCE** was led by the Mayor and Commission.

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

City Clerk Andrise Bernard announced the following:

- A presentation by Commissioner Jean in recognition of International Women's Month will be added.
- A proclamation recognizing the Florida Chapter of the Paralyzed Veterans of America will be added at the request of Commissioner Chernoff.
- A discussion item regarding the rescission/repeal of Resolution R2022-33 will be withdrawn at the request of Commissioner Chernoff.
- Resolution R2024-39 will be pulled from the Consent Agenda and moved to Legislation at the request of Commissioner Smith.
- The City Manager's Report and City Attorney's Report will be moved to after the Consent Agenda at the request of Commissioner Fleurimond.

**PRESENTATIONS/DISCUSSIONS**

Commissioner Jean acknowledged Vice Mayor Smukler and Commissioner Smith for their years of service to North Miami Beach and City Clerk Andrise Bernard stated that Commissioner Jean is also being recognized in honor of International Women's Month.



The Mayor and Commission presented a proclamation recognizing the Florida Chapter of the Paralyzed Veterans of America.

Linda Morris of Miami-Dade County Department of Transportation and Public Works provided an overview and update regarding the implementation and service routes of the Better Bus Network.

Interim Community Development Director Edward Ng provided a presentation regarding the Live Local Act which implements a multi-faceted approach to addressing the state-wide demand for affordable housing development. City Manager Mario Diaz discussed further details about the Live Local Act.

City Manager Mario Diaz stated that a presentation regarding Smart City NMB will be brought back at the Commission Meeting in April.

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

City Clerk Andrise Bernard read the rules of public comment and the pledge of civility into the record.

The following person(s) made comments on the record:

1. Rolland Veilleux
2. Nancy Donohue
3. Hubert Dube
4. Wrendly Mesidor
5. Bruce Lamberto
6. Sir Diego
7. Mubarak Kazan
8. Lynn Su
9. Barbara Kramer
10. Francisca Carcamal

The meeting was closed for **PUBLIC COMMENT**.

### **ANNOUNCEMENTS**

Chief of Staff Marline Monestime announced the upcoming events: Career Connection with Career Source, Teen Program Town Hall, Youth College Tour, 'We Care To Share' Golf Tournament, Coffee With a Cop, and stated that weekly recycling will begin on April 1, 2024.

### **CITY COMMISSION REPORTS**

Commissioner Chernoff thanked Interim City Attorney John Herin for his service, discussed the upcoming Arbor Day week events, praised the Heart Health Walk, congratulated Vice Mayor Smukler on being named a Home Rule Hero by the Florida League of Cities, stated that North Miami Beach received the Bike 305 Municipality of the Year award, and announced the upcoming Tour de Force bike ride.

Commissioner Fleurimond thanked residents for participating at Commission Meetings, discussed current issues in Haiti, and recognized the holidays of Purim, Ramadan, and Easter.

Commissioner Jean thanked Interim City Attorney John Herin for his service, congratulated Vice Mayor Smukler on being named a Home Rule Hero by the Florida League of Cities, recognized Women's History Month and St. Patrick's Day, talked about being nominated for a Miami-Dade County Transportation Planning

Organization (TPO) Safe Streets Award, discussed an upcoming career fair event, recognized her recent birthday, and expressed the importance of health.

Commissioner Joseph expressed sentiments regarding current issues in Haiti, recognized the holidays of Purim and Ramadan, and discussed Spring Break and learning how to swim.

Commissioner Smith discussed current issues in Haiti, expressed the importance of keeping the City clean and praised residents for being actively involved, thanked Interim City Attorney John Herin for his service, talked about making memories with family, and announced the upcoming Senior Luncheon.

Vice Mayor Smukler thanked the Parks and Recreation Department for helping the Commission on the Status of Women for the Heart Health Walk, praised the North Miami Beach Library for the International Women's Day event, thanked the North Miami Beach Police Department for keeping everyone safe, recognized Purim, congratulated the City for winning the Bike 305 award, thanked Interim City Attorney John Herin for his service, congratulated Joseph Geller for being appointed as the next City Attorney, praised City Manager Mario Diaz for his efforts opposing a bill in Tallahassee regarding a service charge, expressed peace to Haiti, Israel, and Cuba, and wished a happy birthday to Saul.

Mayor Piper expressed the honor of receiving the Bike 305 award, discussed the North Miami Beach Chamber of Commerce, thanked Interim City Attorney John Herin for his service, praised the Heart Health Walk, and recognized Purim.

## **CONSENT AGENDA**

### **City Commission Conference Minutes of February 20, 2024**

### **Regular City Commission Meeting Minutes of February 20, 2024**

#### **Resolution No. R2024-39 to Approve Continuing Services Agreement Task Order from Chen Moore and Associates (Sam Zamacona, Public Works Director)**

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING A TASK ORDER FOR ENGINEERING SERVICES FOR THE PROJECT MANAGEMENT OF A TROLLEY ROUTE OPTIMIZATION STUDY IN AN ESTIMATED AMOUNT OF \$107,330.00, UNDER THE "CONTINUING SERVICES AGREEMENT" WITH CHEN MOORE AND ASSOCIATES FOR PROFESSIONAL CONSULTING SERVICES; AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Resolution R2024-39 was pulled from the Consent Agenda and moved to Legislation at the request of Commissioner Smith.

#### **Resolution No. R2024-40 to Approve Change Order with Axon Enterprise, Inc. (Nelson Camacho, Acting Chief of Police)**

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING A CHANGE ORDER TO THE PIGGYBACK CONTRACT WITH AXON ENTERPRISE INC., FOR THE PURCHASE OF FORTY TASER 7 ENERGY WEAPONS; INCREASING THE ESTIMATED BUDGETED AMOUNT BY \$151,229.00; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

**Motion to approve** the Consent Agenda made by Commissioner Chernoff, seconded by Commissioner Smith.

Voice Vote: **MOTION PASSED 7-0.**

### **CITY MANAGER'S REPORT**

City Manager Mario Diaz discussed the recently started roof renovation at the Allen Park facility which will lead to repairing the basketball court; stated that the Mishcon Park project is 80% complete and a ribbon cutting ceremony will take place; discussed the implementation of a program regarding calls to the non-emergency number of the North Miami Beach Police Department; announced that weekly recycling starts on April 1, 2024 and an educational campaign will follow; stated that the email system used to communicate with residents is being reevaluated and updated to be more personalized; discussed finalizing technology that would provide an opportunity for direct communication through text messaging; and talked about the previous cost of the CityLine newsletter.

### **CITY ATTORNEY'S REPORT**

Interim City Attorney John Herin and City Manager Mario Diaz provided the Mayor and Commission information regarding the properties located at 2151 N.E. 163<sup>rd</sup> Street and 2101 N.E. 163<sup>rd</sup> Street.

**Motion to approve** the authorization for the City Manager's Office to work with the City Attorney's Office to initiate and pursue legal action against the property owner made by Commissioner Chernoff, seconded by Commissioner Joseph.

Voice Vote: **MOTION PASSED 7-0.**

Interim City Attorney John Herin asked for Commission approval to pay fees in the amount of \$47,593.87 to the Brodsky Fotiu-Wojtowicz law firm for legal services provided on behalf of Commissioner Joseph.

**Motion to approve** the payment made by Commissioner Fleurimond, seconded by Commissioner Jean.

Voice Vote: **MOTION PASSED 6-0** with Commissioner Joseph off the dais.

Interim City Attorney John Herin announced that Commissioner Joseph will file Form 8B due to the voting conflict on interest regarding this item.

Interim City Attorney John Herin asked for Commission approval to engage the services of the Nabors, Giblin, and Nickerson law firm (specifically Valerie Vicente) to assist the City Manager with the negotiation regarding the contract with the next City Attorney.

**Motion to approve** the authorization made by Commissioner Fleurimond, seconded by Commissioner Smith.

Voice Vote: **MOTION PASSED 6-0** with Commissioner Joseph off the dais.

Interim City Attorney John Herin presented his official resignation letter effective at the end of the month and proposed a new engagement letter to serve as transition counsel.

**Motion to approve** the resignation letter and new engagement letter made by Commissioner Fleurimond, seconded by Commissioner Joseph.

Voice Vote: **MOTION PASSED 7-0.**

Interim City Attorney John Herin asked the Mayor and Commission for direction to convey to outside counsel conversation that occurred during the shade meeting.

**Motion to approve** to pursue made by Commissioner Chernoff, seconded by Commissioner Joseph.

Voice Vote: **MOTION PASSED 7-0.**

## **LEGISLATION**

### **Resolution No. R2024-39 Approve a Continuing Services Agreement Task Order from Chen Moore and Associates (Sam Zamacona, Public Works Director)**

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING A TASK ORDER FOR ENGINEERING SERVICES FOR THE PROJECT MANAGEMENT OF A TROLLEY ROUTE OPTIMIZATION STUDY IN AN ESTIMATED AMOUNT OF \$107,330.00, UNDER THE “CONTINUING SERVICES AGREEMENT” WITH CHEN MOORE AND ASSOCIATES FOR PROFESSIONAL CONSULTING SERVICES; AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Resolution R2024-39 was pulled from the Consent Agenda and moved to Legislation at the request of Commissioner Smith.

Director of Public Works Sam Zamacona provided a history of the NMB Line and discussed the current trolley service routes and destinations.

Mayor Piper opened the item for **PUBLIC COMMENT**.

1. Bruce Lamberto
2. Kelly Gonzalez

The item was closed for **PUBLIC COMMENT**.

**Motion to table** Resolution R2024-39 made by Commissioner Chernoff, seconded by Commissioner Smith. Voice Vote: **MOTION PASSED 4-3** with Commissioner Fleurimond, Commissioner Jean, and Commissioner Joseph opposed.

### **Resolution No. R2024-44 Approve a One Year Contract Renewal for Trolley Operations and Maintenance Services (Sam Zamacona, Public Works Director)**

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING A ONE-YEAR CONTRACT RENEWAL TO THE PREVIOUSLY APPROVED CONTRACT WITH PRO TRANSPORTATION, INC. D/B/A PROKEL MOBILITY FOR THE PROVISION OF TROLLEY OPERATIONS AND MAINTENANCE SERVICES IN AN ESTIMATED ANNUAL BUDGETED AMOUNT OF \$1,925,688.00; AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Director of Public Works Sam Zamacona and Chief Procurement Officer Shereece George Depusoir provided an explanation of the resolution.

Mayor Piper opened the item for **PUBLIC COMMENT**.

1. Bruce Lamberto

The item was closed for **PUBLIC COMMENT**.

**Motion to approve** Resolution R2024-44 made by Vice Mayor Smukler, seconded by Commissioner Joseph. Voice Vote: **MOTION PASSED 7-0**.

## **APPOINTMENTS**

Patricia Abiera to the Commission on the Status of Women  
Pamela Watson to the Commission on the Status of Women  
Lynae Remondino to the Civil Service Board  
Dov Katz to the Civil Service Board  
Rosa Lopez to the Civil Service Board  
Ellis Keeter to the Civil Service Board  
Alan Macken to the Economic Development Commission

**Motion to approve** the appointments made by Commissioner Smith, seconded by Vice Mayor Smukler.  
Voice Vote: **MOTION PASSED 7-0.**

## **LEGISLATION**

### **Resolution No. R2024-45 Marketing Agreement for Service Line Warranties (Andrea Suarez-Abastida, NMB Water Director)**

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA APPROVING A MARKETING AGREEMENT BETWEEN THE CITY OF NORTH MIAMI BEACH AND UTILITY SERVICE PARTNERS PRIVATE LABEL, INC., D/B/A/ SERVICE LINE WARRANTIES OF AMERICA AUTHORIZING THE USE OF THE CITY'S LOGO AND OTHER MARKETING TOOLS TO ADVERTISE TO THE CITY'S RESIDENTS WARRANTY PLANS FOR REPAIRS OF EXTERNAL WATER LINES, EXTERNAL SEWER LINES, AND IN-HOME PLUMBING ON RESIDENTIAL PROPERTY; AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Director of NMB Water Andrea Suarez-Abastida introduced Ashley Shiwarski of HomeServe representing the National League of Cities and benefits of the service line warranty program were explained.

Mayor Piper opened the item for **PUBLIC COMMENT**.  
There were no speakers.  
The item was closed for **PUBLIC COMMENT**.

**Motion to approve** Resolution R2024-45 made by Vice Mayor Smukler, seconded by Commissioner Smith.  
Voice Vote: **MOTION PASSED 7-0.**

### **Resolution No. R2024-46 Approving an Agreement for Emergency Interconnect and Sewer Billing Services between Miami-Dade County and the City (Andrea Suarez-Abastida, NMB Water Director)**

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AN AGREEMENT BETWEEN THE CITY AND MIAMI-DADE COUNTY REGARDING EMERGENCY WATER INTERCONNECTION AND BILLING OF SANITARY SEWER SERVICE CHARGES; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Director of NMB Water Andrea Suarez-Abastida provided an explanation of the resolution.

Mayor Piper opened the item for **PUBLIC COMMENT**.  
There were no speakers.  
The item was closed for **PUBLIC COMMENT**.

**Motion to approve** Resolution R2024-46 made by Vice Mayor Smukler, seconded by Commissioner Smith.  
Voice Vote: **MOTION PASSED 7-0**.

**Ordinance No. 2024-05 (First Reading) Approving Changing Candidate Qualifying Dates and Run-Off Election Date (Andrise Bernard, MMC, City Clerk)**

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AMENDING SECTION 4.3 OF THE CITY CHARTER TO REVISE THE QUALIFYING REGISTRATION PERIOD FOR CITY COMMISSION ELECTIONS AND AMENDING SECTION 4.1 OF THE CITY CHARTER TO CHANGE THE RUN-OFF ELECTION DATE; PROVIDING FOR CONFLICTS, CODIFICATION, SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor Piper opened the item for **PUBLIC COMMENT**.  
There were no speakers.  
The item was closed for **PUBLIC COMMENT**.

City Clerk Andrise Bernard provided an explanation of the ordinance.

**Motion to table** Ordinance 2024-05 made by Commissioner Joseph, seconded by Vice Mayor Smukler.  
Voice Vote: **MOTION PASSED 6-1** with Commissioner Smith opposed.

**Ordinance No. 2023-10 (Second Reading) Handicapped Parking Space Dimensions Amendment (Edward Ng, Interim Community Development Director)**

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AMENDING THE CITY OF NORTH MIAMI BEACH CODE BY AMENDING CHAPTER XXIV ENTITLED "ZONING AND LAND DEVELOPMENT" ARTICLE IX "OFF-STREET PARKING AND LOADING" SECTION 24-93 "PARKING LOT DESIGN STANDARDS" TO AMEND SUBSECTION (C) ENTITLED "PARKING REQUIREMENTS FOR THE HANDICAPPED" AND SUBSECTION (D) ENTITLED "SPACE DIMENSIONS" TO DECREASE THE REQUIRED LENGTH OF THE HANDICAPPED PARKING STALL FROM 20 FEET TO 18 FEET; PROVIDING FOR CONFLICTS, SEVERABILITY, AND CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Interim Director of Community Development Edward Ng provided an explanation of the ordinance.

Mayor Piper opened the item for **PUBLIC COMMENT**.  
There were no speakers.  
The item was closed for **PUBLIC COMMENT**.

**Motion to approve** Ordinance 2023-10 made by Commissioner Smith, seconded by Vice Mayor Smukler.  
Roll Call Vote: Chernoff - **Yes**, Fleurimond - **Yes**, Jean - **Yes**, Joseph - **Yes**, Smith - **Yes**, Smukler - **Yes**, Piper - **Yes**  
**MOTION PASSED 7-0**.

**Ordinance No. 2024-01 (Second Reading) Text Amedment for Mobile Vendors (Commissioner Daniela Jean)**

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AMENDING THE CODE OF ORDINANCES OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, BY AMENDING CHAPTER XII ENTITLED "LOCAL BUSINESS TAX RECEIPTS AND REGULATIONS" BY CREATING A NEW SECTION 12-8 ENTITLED "MOBILE VENDORS" AND AMENDING SECTION 12-9 "PEDDLERS AND SOLICITORS" TO MODIFY THE DEFINITION OF

PEDDLERS; AMENDING CHAPTER XXIV ENTITLED “ZONING AND LAND DEVELOPMENT” ARTICLE IX ENTITLED “OFF-STREET PARKING AND LOADING” SECTION 24-92(C) “RESTRICTIONS” TO ALLOW FOR THE PARKING OF MOBILE VENDING VEHICLES IN OFF-STREET PARKING AREAS SUBJECT TO CERTAIN STANDARDS; PROVIDING FOR CODIFICATION, CONFLICTS, SCRIVENER'S ERRORS, SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor Piper opened the item for **PUBLIC COMMENT**.

There were no speakers.

The item was closed for **PUBLIC COMMENT**.

**Motion to approve** Ordinance 2024-01 made by Commissioner Fleurimond, seconded by Commissioner Joseph.  
Roll Call Vote: Fleurimond - **Yes**, Jean - **Yes**, Joseph - **Yes**, Smith - **Yes**, Chernoff - **Yes**, Smukler - **Yes**, Piper - **Yes**  
**MOTION PASSED 7-0.**

**Ordinance No. 2024-02 (Second Reading) Text Amendment for Animal Hotel Boarding (Edward Ng, Interim Community Development Director)**

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION AMENDING THE CODE OF ORDINANCES OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, BY AMENDING CHAPTER XXIV “ZONING AND LAND DEVELOPMENT” SPECIFICALLY SECTION 24-22, “DEFINITION” TO MODIFY THE EXISTING DEFINITION “KENNEL” AND TO ADD THE TERM “ANIMAL BOARDING”; AMENDING ARTICLE V "ZONING USE DISTRICTS" TO STREAMLINE AND CORRECT PERMITTED AND CONDITIONAL USES TO BE CONSISTENT WITH THE DEFINITION, ADDING “ANIMAL BOARDING” TO THE PERMITTED AND CONDITIONAL USES LISTED IN THE B-1 LIMITED BUSINESS DISTRICT, B-2 GENERAL BUSINESS DISTRICT, B-3 INTENSIVE BUSINESS DISTRICT, B-4 DISTRIBUTION BUSINESS DISTRICT, B-5 DISTRIBUTION BUSINESS AND MEDIUM INDUSTRIAL DISTRICT, FULFORD MIXED-USE TOWN CENTER DISTRICT (MU/TC), MIXED-USE EMPLOYMENT CENTER DISTRICT (MU/EC), MIXED-USE NEIGHBORHOOD CENTER DISTRICT (MU/NC), ARCH CREEK MIXED-USE CORRIDOR DISTRICT (MU/C), SOUTHERN MIXED-USE WATERFRONT DISTRICT (MU/SWF), NORTHERN MIXED-USE WATERFRONT DISTRICT (MU/NWF), EASTERN MIXED-USE WATERFRONT DISTRICT (MU/EFW), AND INTERNATIONAL BOULEVARD DISTRICT (MU/IB) AS A CONDITIONAL USE; PROVIDING FOR THE REPEAL OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH; PROVIDING FOR SEVERABILITY; CODIFICATION; AND FOR AN EFFECTIVE DATE.

City Manager Mario Diaz provided an explanation of the ordinance.

Mayor Piper opened the item for **PUBLIC COMMENT**.

There were no speakers.

The item was closed for **PUBLIC COMMENT**.

**Motion to approve** Ordinance 2024-02 made by Commissioner Joseph, seconded by Commissioner Fleurimond.  
Roll Call Vote: Jean - **Yes**, Joseph - **Yes**, Smith - **Yes**, Chernoff - **No**, Fleurimond - **No**, Smukler - **No**, Piper - **Yes**  
**MOTION PASSED 4-3** with Vice Mayor Smukler, Commissioner Chernoff, and Commissioner Fleurimond opposed.

**Motion to approve** extending the Commission Meeting for 10 minutes made by Commissioner Smith, seconded by Commissioner Joseph.

Voice Vote: **MOTION PASSED 7-0.**

**Motion to reconsider** Ordinance 2024-02 made by Commissioner Joseph, seconded by Commissioner Smith.

Voice Vote: **MOTION PASSED 7-0.**

**Motion to table** Ordinance 2024-02 made by Commissioner Smith, seconded by Commissioner Joseph.  
Voice Vote: **MOTION PASSED 7-0.**

**Ordinance No. 2024-03 (Second Reading) Text Amendment for Electric Vehicles Parking and Charging (Edward Ng, Interim Community Development Director)**

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AMENDING THE CODE OF ORDINANCES OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, BY AMENDING CHAPTER XII ENTITLED "LOCAL BUSINESS TAX RECEIPTS AND REGULATIONS" BY AMENDING CHAPTER XXIV, ENTITLED "ZONING AND LAND DEVELOPMENT" ARTICLE IX "OFF-STREET PARKING AND LOADING" SECTION 24-100 "ELECTRIC VEHICLE (EV) PARKING AND CHARGING STATIONS" TO PROVIDE SPECIFIC REQUIREMENTS AND TO PROVIDE UNIFORM STANDARDS FOR EV PARKING SPACES AND STATIONS; PROVIDING FOR CONFLICTS, SEVERABILITY, AND CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Interim Director of Community Development Edward Ng provided an explanation of the ordinance.

Mayor Piper opened the item for **PUBLIC COMMENT**.

There were no speakers.

The item was closed for **PUBLIC COMMENT**.

**Motion to approve** Ordinance 2024-03 made by Vice Mayor Smukler, seconded by Commissioner Joseph.

Roll Call Vote: Joseph - **Yes**, Smith - **Yes**, Chernoff - **Yes**, Fleurimond - **Yes**, Jean - **Yes**, Smukler - **Yes**, Piper - **Yes**  
**MOTION PASSED 7-0.**

**Ordinance No. 2024-04 (Second Reading) Drop Tier Benefits Amendment for Ordinance 2022-10 (John Herin, Interim City Attorney)**

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AMENDING THE RETIREMENT PLAN FOR POLICE OFFICERS AND FIREFIGHTERS OF THE CITY OF NORTH MIAMI BEACH, BY AMENDING SECTION 6.01(b) & (c), NORMAL RETIREMENT DATE AND COST OF LIVING ADJUSTMENTS; AMENDING SECTION 6.01A, DEFERRED RETIREMENT OPTION PLAN; PROVIDING FOR CONFLICTS, SCRIVENER'S ERRORS, SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor Piper opened the item for **PUBLIC COMMENT**.

There were no speakers.

The item was closed for **PUBLIC COMMENT**.

City Manager Mario Diaz provided an explanation of the ordinance.

**Motion to approve** Ordinance 2024-04 made by Commissioner Chernoff, seconded by Commissioner Fleurimond.

Roll Call Vote: Smith - **Yes**, Chernoff - **Yes**, Fleurimond - **Yes**, Jean - **Yes**, Joseph - **Yes**, Smukler - **Yes**, Piper - **Yes**  
**MOTION PASSED 7-0.**

There following items **DISCUSSION ITEMS** were not heard at the meeting:

North Miami Beach Trolley

Remote Participation

Proclamations and Keys to the City

Civility

Increasing the Number of Members on the Beautification Committee



**ADJOURNMENT**

There being no further business to come before the City Commission, the meeting was adjourned at 12:06am.

**ATTEST:**

(SEAL)

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Andrise Bernard, MMC, City Clerk

Received on  
3/21/2024 ayz

# FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME Joseph, Michael	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE North Miami Beach City Commission
MAILING ADDRESS 17011 NE 19th Ave.	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF: <input checked="" type="checkbox"/> CITY <input type="checkbox"/> COUNTY <input type="checkbox"/> OTHER LOCAL AGENCY
CITY North Miami Beach	COUNTY Miami-Dade
DATE ON WHICH VOTE OCCURRED 03-19-24	NAME OF POLITICAL SUBDIVISION: MY POSITION IS: <input checked="" type="checkbox"/> ELECTIVE <input type="checkbox"/> APPOINTIVE

## WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies equally to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing the reverse side and filing the form.

## INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office **MUST ABSTAIN** from voting on a measure which inures to his or her special private gain or loss. Each elected or appointed local officer also is prohibited from knowingly voting on a measure which inures to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent organization or subsidiary of a corporate principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

### ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

### APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you otherwise may participate in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on other side)

## APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

## DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Michael Joseph, hereby disclose that on March 19, 20 24:

(a) A measure came or will come before my agency which (check one)

- ☒ inured to my special private gain or loss;
- ☐ inured to the special gain or loss of my business associate, \_\_\_\_\_;
- ☐ inured to the special gain or loss of my relative, \_\_\_\_\_;
- ☐ inured to the special gain or loss of \_\_\_\_\_, by  
whom I am retained; or
- ☐ inured to the special gain or loss of \_\_\_\_\_, which  
is the parent organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

I am a defendant and counter-plaintiff in Chernoff v. City of North Miami Beach, et al, Miami-Dade County Case No. 2023-002633-CA-01. My counter-claim also includes the City of North Miami Beach and seeking an award of taxable costs to be paid by the City. The item that came before me is the payment of legal fees for my ongoing defense of actions I took in the performance of my official duties. I am prohibited from participating because I have a financial interest in this case.

3-20-24

Date Filed

Signature

*Michael Joseph*

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.



## Consent Agenda 9.4.

City of North Miami Beach  
17011 NE 19 Avenue  
North Miami Beach, FL 33162  
305-947-7581  
[www.citynmb.com](http://www.citynmb.com)

### MEMORANDUM

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<b>TO:</b>	Mayor and City Commission
<b>FROM:</b>	Andrea Suarez-Abastida, NMB Water Director
<b>VIA:</b>	City Manager Mario A. Diaz
<b>DATE:</b>	April 16, 2024

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**RE:** Resolution No. R2024-47 Approving Piggyback Contract with GML Coatings, LLC for Tank Re-Coating Services (Andrea Suarez-Abastida, NMB Water Director)

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#### Description

The backwash tank at the Norwood Water Treatment Plant requires re-coating to remain operable. Recent inspection of the tank revealed noticeable signs of erosion of the surface. Re-coating will enhance and improve the surface, making it structurally sound and providing protection from deterioration.

#### BACKGROUND ANALYSIS:

NMB Water is seeking to piggyback from Manatee County's contract (# 21-R075323JH) with GML Coatings, LLC, for Sanitary Sewer, Stormwater, Line and Manhole Rehabilitation Services in a total budgeted amount of \$90,000.00 to re-coat the leaking backwash tank and bring it back into operation.

This is the first time that a tank at the Norwood Water Plant will be recoated. It is expected that the tank will remain leak free for 15 years after the service is provided.

Contract period: March 1, 2021 – February 28, 2024 (3 years with two (2) renewal options)

1<sup>st</sup> renewal: February 29, 2024 to February 28, 2025

#### RECOMMENDATION:

The City Manager and the Chief Procurement Officer recommend that the City Commission approve the Piggyback Contract in an estimated annual budgeted amount of \$90,000 for the purchase of tank re-coating services with GML Coatings, LLC.

**FISCAL/ BUDGETARY** As approved in the adopted FY24 budget appropriation.

**IMPACT:**

---

ATTACHMENTS:

Description

- ▣ Exhibit A
- ▣ Resolution



## PROCUREMENT MANAGEMENT DIVISION

Requesting Department: NMB WATER  
 Primary Contact Name: Andrea Suarez Abastida  
 Primary Contact E-mail: Andrea.Suarez@citynmb.com  
 Secondary Contact Name: Carlos Carrazana  
 Secondary Contact E-mail: carlos.carrazana@citynmb.com  
 Department Phone: 305-770-5139  
 Department Fax: \_\_\_\_\_

Company Name: GML Coatings, LLC  
 Contact Name: Dale Flocker  
 Company Address: 10315 Technology Terrace  
Bradenton, FL 34211  
 Company Phone: 941-281-9236/941-755-2176  
 Company Fax: 941-755-2428  
 Company E-mail: dale@gmlcoatings.com  
 Vendor Registration #: 528916

**Piggyback Contract Details**

1. Contract Title: Sanitary Sewer, Stormwater, Line & Manhole Rehabilitation Services
  - a. Awarding Agency Manatee County, Florida
  - b. Solicitation # 21-R075323JH
  - c. Solicitation included? Yes ☐ Awarded Letter included? Yes ☒ Proposal/Quote from Company included? Yes ☒
2. Description of the Scope of Service of This Contract: Backwash Tank Re-Coating Services
3. Total Value of Contract: \$ 90,000.00
4. Account Number(s): FY 24 410904-533460 FY \_\_\_\_\_

**Contract Verification Information**

5. Were alternative contracts evaluated to determine that the City is obtaining the most advantageous contract pricing for the required product / service? Yes ☐ No ☐
6. Would this purchase(s) result in the potential of future purchases for related products/ services being restricted to a particular vendor or create a specific vendor as sole source provider for the related items? Yes ☐ No ☐
7. Would this purchase(s) result in any future maintenance costs which are not included in the initial purchase? Yes ☐ No ☐  
If yes, please attach a draft maintenance plan which includes cost estimates and funding sources(s).

**Required Documents Checklist**

Contract Explanation Memo ☐      Solicitation ☐      Award Letter ☐      Proposal/Quote ☐  
 Renewal Letter ☐      Risk Manager Approved Insurance Certificate ☐      Vendor Registration Form ☐

**Grant Information (only applicable if grant related purchase)**

11. Provide details (expiration dates, special requirements, etc). \_\_\_\_\_
12. Will this require matching funds? Yes ☐ No ☐
13. Grant source? \_\_\_\_\_ Grant (dollar) amount? \_\_\_\_\_
14. Complete an advanced search of the vendor recommended for award on the federal governments system for Award Management at [www.sam.gov](http://www.sam.gov). Attach a copy of the results.

Approved

Date

Carlos Carrazana

02/12/2024

Form Prepared By:

Department Director:

*A. Guáñez Abastida*

2/12/2024

Chief Procurement Officer:

(Purchases/Contract up to \$25,000.00)

City Manager:

(Purchases/Contracts up to \$50,000.00)

Purchases/Contracts exceeding \$50,000.00 will be placed on the next Commission Agenda pending Procurement review

#### 3-4.3 Use of Other Governmental Entities' Contracts

*Subject to the spending limitations in Section 3-3.14 and upon a determination that the supplies, materials, equipment or contractual services needed by the City are comparable to solicitation procedures substantially equivalent to the requirements of the North Miami Beach Purchasing Code, the Purchasing Agent may procure, without following formal contract procedure, all supplies, materials, equipment and contractual services which are the subject of contracts with the State of Florida, its political subdivisions, the United States government, other governmental entities, or a corporation not for profit whose members are governmental entities, public officers, or any combination thereof; provided, however, that this section shall apply only if (i) the supplies, materials, equipment or contractual services are the subject of a price schedule negotiated by the State of Florida or the United States government, or (ii) the supplies, materials, equipment or contractual services are the subject of a contract with another governmental entity or a corporation not for profit whose members are governmental entities, public officers, or any combination thereof, which contract is based strictly on competitive bids or competitive proposals and not on any preference.*



## PROCUREMENT EXPLANATION MEMO

## PROCUREMENT MANAGEMENT DIVISION

TO: **Mario A. Diaz**  
City Manager

VIA: **Shereece George**  
Chief Procurement Officer

FROM: Andrea Suarez Abastida  
Name  
Director/NMB Water  
Title/Department

DATE: 02/12/2024

RE: Backwash Tank Re-Coating Service

Fiscal Amount not to Exceed: \$ 90,000.00

Vendor # 528916

**Purpose (How does it align with City NMB Strategic Plan?):**

The purpose of this contract is to establish an agreement with GML Coatings, LLC for the Backwash Tank Re-Coating Services as outlined in proposal 24007. This purchase supports the vision of a well designed and well-maintained city facilities.

**Background:**

The backwash tank requires essential maintenance which involves rehabilitation re-coating service. Recent inspection of the tank revealed noticeable signs of erosion of the surface which needs to be corrected. Re-coating will enhance and improve the surface making it structurally sound and provide protection from deterioration.

**Recommendation:**

NMB Water request that this contract be approved and established for normal operations at the Norwood Water Treatment Plant.

**Fiscal Impact / Account Number(s):**

FY2024 / 410904-533460

**Contact Person(s):**

Andrea Suarez-Abatida Director of NMB Water & Carlos Carrazana WTP Manager





## **Notice of Award**

Notice is hereby given that Manatee County Government (County) awarded a Contract on January 26, 2021, for Sanitary Sewer, Stormwater, Line and Manhole Rehabilitation Services, Solicitation No. 21-R075323JH as follows:

Contract title: Sanitary Sewer, Stormwater, Line and Manhole Rehabilitation Services

Awarded companies: BLD Services, LLC., GML Coatings, LLC., Hinterland Group, Inc., Insituform Technologies, LLC., and Shenandoah General Construction, LLC.

Contract term: Initial three (3) years with two (2) one-year renewal options.

Contract amount: Annual aggregate not to exceed \$2,500,000.

Contact the Procurement Representative for additional information:

Name: Dave Janney

Phone: (941) 749-3056

Email: [Dave.Janney@mymanatee.org](mailto:Dave.Janney@mymanatee.org)

**AMENDMENT NO. 2 TO AGREEMENT NO. 21-R075323JH  
FOR SANITARY SEWER, STORMWATER, LINE & MANHOLE REHABILITATION  
SERVICES**

This Amendment No. 2 to Agreement No. 21-R075323JH (hereinafter referred to as “Amendment”) is made as of this 29<sup>th</sup> day of February, 2024 (hereinafter referred to as “Effective Date”) between Manatee County, a political subdivision of the State of Florida, with its principal place of business located at 1112 Manatee Avenue West, Bradenton, FL 34205 (hereinafter referred to as “County”) and GML Coatings, LLC., a Florida limited liability company, whose address is 10315 Technology Terrace, Bradenton, FL 34211, (hereinafter referred to as “Contractor”); collectively referred to as the “Parties” and individually as “Party”.

**WHEREAS**, on March 1, 2021, the Parties hereto entered into Agreement 21-R075323JH for sanitary sewer, stormwater, line & manhole rehabilitation services (hereinafter referred to as “Agreement”); and

**WHEREAS**, on February 15, 2023, the Parties hereto entered into Amendment No. 1 to incorporate Exhibit B, Fee Rate Schedule Revised; and

**WHEREAS**, the County has determined a need to extend the Agreement; and

**WHEREAS**, Contractor agrees to continue to provide sanitary sewer, stormwater, line & manhole rehabilitation services to the County in accordance with the terms and conditions of the Agreement.

**NOW, THEREFORE**, in consideration of the promises and mutual covenants contained herein and for other good and valuable considerations, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties agree as follows:

**1. Recitals.**

The above recitals are true and correct and are incorporated herein by reference.

**2. Agreement Term**

This Amendment No. 2 hereby renews the Agreement beginning February 29, 2024 and ending February 28, 2025.

**3. Agreement**

The Agreement, Amendment No. 1 and this Amendment No. 2 represent the entire understanding between the Parties.

**4. Terms and Conditions.**

Except as otherwise stated herein, the terms and conditions of the Agreement shall constitute the terms and conditions of this Amendment. A true and correct copy of the Agreement is hereby incorporated by this reference.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly executed effective as of the date set forth above.

**GML COATINGS, LLC.**

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

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

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

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

**MANATEE COUNTY**, a political subdivision  
Of the State of Florida

Jacob Erickson,  
MBA, CPPO, NIGP-

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

Digitally signed by Jacob  
Erickson, MBA, CPPO, NIGP-CPP  
Date: 2024.02.22 13:45:18  
-05'00'

Jacob Erickson, MBA, CPPO, NIGP-CPP

Title: Purchasing Official

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



10315 Technology Terrace • Lakewood Ranch, FL 34211 • Office: 941.755.2176 • Fax: 941.755.2428 • [www.gmlcoatings.com](http://www.gmlcoatings.com)

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**QUOTATION DATE:** Friday, January 12, 2024

**PROPOSAL #:** 24007

Carlos Carrazana - Water Plant Manager  
City of North Miami Beach  
19150 NW 8th Ave  
Miami Garden, FL 33169

Thank you for the opportunity to introduce the services and products GML Coatings, LLC. has to offer and to bid on your upcoming project. We are excited to highlight the value we can provide your organization through our Availability, Reliability, and Consistency.

**SERVICES OFFERED BY GML COATINGS, LLC.**

- Manhole & Lift Station Rehabilitation and Coatings
- Water & Wastewater Tank Linings
- Chemical Grouting
- Pipe Cleaning, CCTV Inspection & Laser Measurement
- Low Pressure Air Testing & Deflection Testing
- Manhole Vacuum Testing

**PRODUCTS OFFERED BY GML COATINGS, LLC.**

- Green Monster™ Potable
- Green Monster™ Structural
- Green Monster™ Extreme
- GML-30 Cementitious Concrete
- GML-60 Cementitious Concrete
- SewerCrete™ LeakStop
- SewerCrete™ Hydraulic Cement

Please find our proposal on the following pages and let us know if you have any questions or concerns. Visit our website for more information about what we do at [www.gmlcoatings.com](http://www.gmlcoatings.com).

Thank you again for the opportunity to develop our relationship and we look forward to hearing from you.

Thank you and best regards,

*Dale Flocker*

Estimator/Project Manager  
GML Coatings, LLC.  
**941-281-9236**

**SCOPE OF WORK**

"1. Install coating on floor & 12 VF of walls in existing backwash tank at Water Treatment Plant.

A) Tank is approximately 30' x 36' x 12' sidewall.

2. Surface preparation will begin by sandblasting the entire substrate to a CSP 3-6, removing any existing coatings also, preparing the surface so that it is structurally intact and clean of all corrosion.

3. After sandblasting is completed, the surface area will be power washed at 4000psi, ridding the substrate of all dust and sand.

4. All sand will be removed from the structure along with other debris.

7. Green Monster™ Primer will be applied to the cleaned substrate from top to bottom providing maximum adhesion, as well as a water-proofer for the final coating of Green Monster™ Potable.

8. Green Monster™ Potable is spray applied at a 125 mil thickness.

2

**Backwash Tank Coating**

Item No.	Description	QTY	UOM	Unit Cost	PRICE
G3-A1	Corrosion Protection	2664	SF	\$29.76	\$79,280.64
G3-C3	Mobilization (2%)	1	%	\$1,585.61	\$1,585.61

See attached Information and detail sheets

**TOTAL= \$80,866.25**

**This project is based on the Manatee County, FL annual piggy-back contract.**

**Agreement No. 21-R075323JH - PO P2100625**

**EXCLUSIONS:**

**Any Excavation Work.**

**Bypassing**

**Removal of any and all obstructions impeding access to tank.**

**Tank is to be cleaned prior to mobilization, any additional mobilizations required due area not being available will be charged per trip.**

**Leak/Crack Injection.**

**Resurfacing of existing walls.**

**CLARIFICATIONS:**

**This proposal is based on GML Coatings work plans in an un-obstructed area, changes/delays in the work plan may incur additional cost.**

**This proposal is based on (5) days a week (10) hour per day - work week, (1) shift per day.**

**Pricing and materials are based upon no known chemicals being directly introduced into tank. Tank is assumed to have contact with clean water only.**

**GC/Owner to provide water source at work area.**

**Pricing is based upon award of complete scope with 1 mobilization, any additions or reductions will require re-pricing.**

## **TERMS AND CONDITIONS**

I. Prices contained in this proposal are only valid for thirty (30) days from the date of this proposal; any time period beyond these 30 days may result in prices being subject to re-negotiation.

II. All these terms and conditions shall remain in effect during the duration of the project and shall be controlling as to any claim, dispute, warranty or issue arising after the work.

III. Changes to the scope of work contained in this proposal may be considered a change order and subject to re-negotiated pricing. GML Coatings, LLC. reserves the right to review any change order to determine if any change in terms and conditions is required.

IV. Payment shall be made by check to the operator the day of scheduled service, or in payments (if pre-approved for credit terms) as a percentage of the whole contract every 30 days based upon the percent of work completed and invoiced, without any retainage being held by Customer. No Retention. Final payment shall be made within 30 days of substantial completion of GML Coatings, LLC. work. There will be a 1.5% per month charge for any balance not paid within 30 days.

V. The Non-disclosure of Prevailing Wage rate requirements prior to issuance of this proposal may result in the difference between GML Coatings, LLC. pay rates and the regulated Pay rates being added to the invoice at the time of Billing.

VI. The customer stated above and GML Coating, LLC. agrees to cooperate in scheduling to avoid conflicts or interference with either party's performance.

VII. GML Coatings, LLC. is unable to schedule or carry out any work on this project until a Signed and Accepted Proposal or Sub Contract is received by GML Coatings, LLC. confirming that all Prices and the terms and conditions are accepted as presented. It is understood and agreed that these terms and conditions shall prevail over any inconsistent term in Customer's purchase order or other documents. No terms and conditions altering or modifying the provisions shall be binding on GML Coatings, LLC. There are no terms, conditions, understandings, or agreements other than those stated herein, and all prior approvals and negotiations are merged herein.

VIII. It is agreed that the exclusive venue for all claims, actions or suits concerning the validity, interpretation performance of any of the terms, provisions or warranties of this Agreement, or any other matter relating to Agreement shall be in a court of competent jurisdiction in Manatee County, Florida, with the prevailing party being entitled to recover its attorney's fees and legal costs incurred before, during and after suit, and through trial and appeal, from the other party.

IX. No claim for damage or any claim other than for an extension of time shall be asserted against GML Coatings, LLC. by reason of any delay no matter how caused and GML Coatings, LLC. shall not be liable for any delay or failure of performance due solely to strikes, fires or other causes beyond its control.

X. GML Coatings, LLC. liability in any claim or action related to its work under this Proposal shall in no event exceed the amount of the Proposal and such liability may be fully discharged by a reimbursement of any payments received by GML Coatings, LLC. from Customer under this Proposal. This limitation of liability is expressly intended to apply to all types of claims, including but not limited to claims for GML Coatings, LLC. own negligence. GML Coatings, LLC. shall have no liability or responsibility for any damages or injuries caused by others or caused by events or circumstances beyond its reasonable control.

XI. Customer is responsible for advising GML Coatings, LLC. in writing at the time of accepting this Proposal of any and all objects, structures, pipes, cables, lines or other such items which could be damaged by GML Coatings, LLC. during the performance of its work.

XII. Customer shall immediately inspect the work when substantially completed by GML Coatings, LLC. and advise GML Coatings, LLC. in writing of any aspect of the work which is not acceptable, providing GML Coatings, LLC. a reasonable opportunity to address such issue. A full and complete acceptance of the work shall be presumed upon the Customer making final payment. GML Coatings, LLC. warrants its work will be free from defects and be performed in a good workmanlike manner. GML Coatings, LLC. provides no warranties, express or implied, including but not limited to any implied warranty of merchantability or fitness for a particular purpose. GML Coatings, LLC. shall not be responsible for any special, incidental or consequential damages.

### ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

**CUSTOMER SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**PRINTED NAME:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_

**Please indicate by circle if this is:**

Certified Payroll Project	<b>YES</b>	<b>NO</b>
Prevailing Wage Conditions	<b>YES</b>	<b>NO</b>
An EEO Project	<b>YES</b>	<b>NO</b>

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**GML COATINGS SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**PRINTED NAME:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_

We appreciate the opportunity to work for you. The information below is intended to help you with contacts in our working relationship.

### **COMPANY INFORMATION**

GML Coatings, LLC.  
10315 Technology Terrace  
Lakewood Ranch, FL 34211

### INSTRUCTIONS FOR EXECUTING CONTRACT AGREEMENT

Please print, execute and return a signed copy of the following proposal and all associated documents. Please note that proposals are valid for 30 days and are subject to re-negotiation after that point. After the proposal is received and fully executed, the document will be signed and one original will be returned to you for your records.

#### **Please be sure to:**

- Identify FDOT#'s and Project Fin#'s.
- Notify us of Prevailing Wage, Certified Payroll, and EEO circumstances. Provide accompanying documentation and contact information for the officers responsible for handling each.
- Complete Credit Application for credit terms (New Customers Only).
- Contact Scheduling Project Manager within 90 Days or as soon as possible to schedule new projects. Notify us immediately of any scheduling conflicts or changes.



## **RESOLUTION NO. 2024-XX**

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING A PIGGYBACK CONTRACT BETWEEN THE CITY AND GML COATINGS, LLC., FOR THE PURCHASE OF SANITARY SEWER, STORMWATER, LINE & MANHOLE REHABILITATION SERVICES; IN A TOTAL BUDGETED AMOUNT OF \$90,000.00; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to Chapter 166, *Florida Statutes* and Section 1.4 of the Charter of the City of North Miami Beach (“City”), the City shall have all available governmental, corporate, and proprietary powers and may exercise them except when prohibited by law; and

**WHEREAS**, Section 3-2.2 of the City of North Miami Beach Code of Ordinances (“Code”) provides that the Chief Procurement Officer has the authority to join with other governmental entities in cooperative purchasing plans, when the best interests of the City would be served.

**WHEREAS**, Manatee County, a political subdivision of the State of Florida, entered into a competitively procured Agreement No.21-R075323JH for Sanitary Sewer, Stormwater, Line & Manhole Rehabilitation Services with GML Coatings, LLC., (“GML Coatings”), for a term of three years, with a two, one year renewal terms effective March 1, 2021 through February 28, 2026, (“Manatee County Contract”); and

**WHEREAS**, the backwash tank at the Norwood Water Treatment Plant requires re-coating to remain operable; through a piggyback contract of the Manatee County Contract with GML Coatings, re-coating services will enhance and improve the surface of the backwash tank, making it structurally sound and providing protection from deterioration (“Piggyback Contract”); and

**WHEREAS**, pursuant to Section 3-3.14 of the City Code, the City Manager has the authority to approve purchases and awards up to fifty thousand dollars (\$50,000), and any expenditures above this amount need to be presented to the Mayor and City Commission for approval; and

**WHEREAS**, the City Manager and the Chief Procurement Officer recommend that the City Commission approve a Piggyback Contract in an estimated annual budgeted amount of \$90,000 for the purchase of backwash tank re-coating services with GML Coatings; and

**WHEREAS**, the Mayor and City Commission determine it is in the best interests of the City to approve a Piggyback Contract in an estimated annual budgeted amount of \$90,000 for the purchase of tank re-coating services with GML Coatings, LLC; and

## **RESOLUTION NO. 2024-XX**

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

**Section 1.** The foregoing whereas clauses are true and correct and adopted as the legislative and administrative findings of the City Commission and made a specific part of this Resolution; all exhibits attached hereto are made a specific part of this Resolution.

**Section 2.** The Piggyback Contract with GML Coatings, LLC, attached as Exhibit “A” for an estimated annual budgeted amount of \$90,000.00, is approved.

**Section 3.** The City Manager or designee is authorized to do all things necessary to effectuate this Resolution.

**Section 4.** All Resolutions or parts of Resolutions in conflict with this Resolution are repealed to the extent of such conflict.

**Section 5.** Any scrivener or typographical errors that do not affect intent may be corrected with notice to, and the authorization of the City Attorney and City Manager without further process.

**Section 6.** If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are declared to be severable.

**Section 7.** This Resolution shall take effect immediately upon adoption.

**APPROVED AND ADOPTED** by the City of North Miami Beach City Commission at the regular meeting assembled this **16<sup>th</sup> day of April 2024**.

**[THE REMAINDER OF THIS INTENTIONALLY LEFT BLANK]**

**RESOLUTION NO. 2024-XX**

ATTEST:

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ANDRISE BERNARD, MMC  
CITY CLERK

---

EVAN S. PIPER  
MAYOR

(CITY SEAL)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE  
AND RELIANCE OF THE CITY OF NORTH MIAMI BEACH ONLY:

---

JOSEPH S. GELLER  
CITY ATTORNEY

Sponsored by: Mayor & Commission

**RESOLUTION NO. 2024-XX**



**Consent Agenda  
9.5.**

City of North Miami Beach  
17011 NE 19 Avenue  
North Miami Beach, FL 33162  
305-947-7581  
[www.citynmb.com](http://www.citynmb.com)

**MEMORANDUM**

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<b>TO:</b>	Mayor and City Commission
<b>FROM:</b>	Andrew Plotkin, Parks and Recreation Director
<b>VIA:</b>	Mario Diaz, City Manager
<b>DATE:</b>	April 16, 2024

---

**RE:** Resolution No. R2024-48 Approving an Agreement with North Miami Beach Little League, Inc.  
(Andrew Plotkin, Parks and Recreation Director)

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**Description**

**BACKGROUND  
ANALYSIS:**

The City of North Miami Beach and the North Miami Beach Little League, Inc. have a long-standing history of partnership in providing athletic services.

North Miami Beach Little League, Inc. provides youth services in baseball and softball that benefit the youth of the City of North Miami Beach.

The City provides in-kind services with providing athletic fields and some operational support.

**RECOMMENDATION:**

**FISCAL/ BUDGETARY  
IMPACT:**

---

**ATTACHMENTS:**

**Description**

- ☐ Agreement
- ☐ Resolution

## FACILITY USE AGREEMENT FOR YOUTH SPORTS PROVIDER

THIS FACILITY USE AGREEMENT ("Agreement") is made and entered into on this 27 day of December, 2023, by and between **The City of North Miami Beach**, a Florida municipal corporation ("City"), whose address is 17011 NE 19 Avenue, North Miami Beach, FL 33162, and **North Miami Beach Little League, Inc.**, a Florida not for profit corporation ("Contractor"), whose address is 1835 NE Miami Gardens Dr #534, North Miami Beach, FL 33179. The City and Contractor are collectively referred to herein as the "Parties."

### RECITALS

**A.** The Parties recognize the need for public recreational facilities and programs, which contribute to a better quality of life for all the City's residents and visitors.

**B.** The Parties are mutually interested in promoting youth sports and are aware of the beneficial effect on the youth, their families, and the community. In this instance, Contractor desires to provide, and the City desires to aid in facilitating the provision of, a youth baseball league to the community of North Miami Beach.

**C.** In the interest of providing the best possible youth sports program at the least cost to participants and users of the City facilities, full cooperation between the Parties is necessary, and it is in the best interest of the Parties to outline the details of such cooperation.

### AGREEMENT

In exchange for the good and valuable consideration and mutual terms and conditions set forth in this Agreement, the Parties agree as follows:

#### **ARTICLE 1 – PREMISES**

##### **1.1 The Facility:**

- (a) The City grants Contractor the non-exclusive right to certain amenities located at **Allen Park**, located at 1770 NE 162 Street, and **Uleta Park**, located at 386 NE 169 Street, **Washington Park**, located at 15290 NE 15 Court, and **Mishcon Park Field**, located at 16601 NE 15 Avenue (collectively, the "Facility" or "Facilities").
- (b) This non-exclusive right is limited to the following amenities at the Facilities: the parking lot, baseball and softball fields, concession stand, and restrooms. Contractor agrees not to use any other amenities or property at the Facilities absent prior written approval from the City's Director of Parks and Recreation or designee ("Director").
- (c) The City authorizes Contractor to post banners from sponsors of the sports program at the Facilities, subject to the terms and conditions of this Agreement and the rules and regulations of the

City and any governing law.

**1.2 Term of Agreement:** The term of this Agreement shall commence on **January 1, 2024**, and shall end (unless terminated sooner as hereinafter provided) on **December 31, 2024** (the “Term”) with the possibility to extend further if Contractor requires a longer season. The Term may be extended or modified only through prior written approval from the Director. The terms and conditions of this Agreement apply to any extension(s) of the Term granted by the Director.

**1.3 Use of Facilities:**

- (a) Notwithstanding the Term of this Agreement, Contractor shall have the right to use the Facilities only from **January 1, 2024, through December 31, 2024**. During this period, Contractor may use the Facilities on Mondays through Fridays, during the hours of 6:00 p.m. to 9:00 p.m. EST, as well as on Sundays from 9:00 a.m. to 7:00 p.m. EST. If Contractor desires to use the Facilities for a different or longer period, or different days or hours, within the limit of the Term, then Contractor must obtain prior written approval from the Director.
- (b) Contractor shall use the Facilities only for the purposes of player registration, concession activities, baseball and softball games, and baseball and softball practices.
- (c) (Omitted).
- (d) No other use of the Facilities is authorized without the prior written approval of the Director.
- (e) Contractor acknowledges and agrees that its use of the Facilities is non-exclusive. The City will advise the Contractor of any third-party requests for use of the Facilities within ten (10) days of receiving any such request, or as soon as practicable. In the event that such a conflict arises between the Contractor’s scheduled use of the Facilities and the scheduled use of the Facilities by another youth sports league, then the Contractor’s scheduled use of the Facilities shall have priority, so long as the Contractor’s proposed use of the Facilities was scheduled first in time.
- (f) In the event of a conflict between the Contractor’s scheduled use of the Facilities and the City’s scheduled use of the Facilities or event, the City’s scheduled use or event shall have priority. In the event of such a conflict, the City shall notify the Contractor and, if requested to do so by the City, the Contractor shall cancel or reschedule the Contractor’s conflicting use or event.

**1.4 Required Documentation:** By no later than January 1, 2024, Contractor shall provide the Director or designee with copies of the following documents:

- (a) Names and contact information for the Contractor's Board of Directors, including names, addresses, email address and contact phone number, as well as the name and contact information for the Contractor representative appointed by the Board of Directors.
- (b) Proof of the Contractor's continued active status as a nonprofit corporation in the State of Florida.
- (c) Proof of the Contractor's continued membership in a national youth organization.
- (d) Proof of insurance as identified in Article 11 of this Agreement.
- (e) A notarized statement regarding background screening of all current or prospective coaches and assistant coaches as identified in Article 5 of this Agreement. Additionally, the Contractor has an ongoing obligation to provide the City with notarized statements regarding background screening of all current or prospective athletic coaches, as defined under Fla. Stat. § 943.0438, before such individual acts as an athletic coach or otherwise participates in League activities under this Agreement.
- (f) A quarterly schedule of Contractor events including practices, games, and any other authorized events or activities for purposes of scheduling field maintenance. Contract shall provide additional quarterly schedules on the following dates: April 1, 2024; July 1, 2024; and October 1, 2024. Changes to the schedule shall be submitted to the Director at least 14 days in advance and the City will make its best effort to accommodate any changes made to the schedule by Contractor. In the event of cancellations of games and practices, the Contractor shall provide the City at least 7 days' notice; and
- (g) Any additional documents requested by the Director or designee. The Director or designee will notify the Contractor of any additional documents that are required during the duration of the Term for the purposes of conducting City business, auditing the performance of the Contractor under this Agreement, or for complying with (or auditing compliance with) applicable laws or regulations. If the Director or designee request any additional documents not otherwise identified in this Agreement, then the Contractor shall have five business days to produce the requested documents.

If the Contractor fails to provide any of these documents to the City prior to the deadline stated herein, the City may elect to unilaterally terminate this Agreement without any advanced or further notice. The deadline to provide the documents may be extended only through written approval of the Director, at the Director's sole discretion.

- 1.5 Control of Facilities:** While conducting games, practices and events, the City shall provide the Contractor access and keys to the Facilities, where necessary. However, the City shall retain its right to always access the Facilities. The Contractor, at its discretion, may request the presence of a law enforcement officer at the Facilities for one or multiple League activities. In the event the Contractor makes such a request, the City will make reasonable efforts to have a law enforcement officer attend, at the Contractor's sole expense.

**1.6 Contact Person:**

- |     |                                      |   |
|-----|--------------------------------------|---|
| (a) | Contact for the City:                | <b>Andrew Plotkin</b><br>Director of Parks and Recreation<br>(305) 948-2957<br><a href="mailto:Andrew.Plotkin@citynmb.com">Andrew.Plotkin@citynmb.com</a> |
|     | Primary<br>Contact for Contractor:   | <b>Brandon Dicks</b><br>President<br>210-602-9166<br><a href="mailto:brandondicks85@yahoo.com">brandondicks85@yahoo.com</a>                               |
|     | Secondary<br>Contact for Contractor: | <b>Ariel Sella</b><br>Vice President<br>786-831-0583<br><a href="mailto:Ari.d.sella@gmail.com">Ari.d.sella@gmail.com</a>                                  |
- (b) The Parties shall direct all matters and communications arising in connection with the performance of this Agreement to the attention of the contact person(s) listed above for attempted resolution or action. The Contractor will advise the City in writing if the Contractor wishes to designate an alternative contact person or if the contact person is no longer associated with the Contractor.
- (c) The Contractor will advise the City in writing within ten (10) days if the president of the Contractor changes.
- (d) See Article 10 for the notice requirements under this Agreement.

**ARTICLE 2 - COST SHARING**



## **2.1 Capital Improvement Projects and In-Kind Services:**

- (a) Currently budgeted project requests will only be considered for approval upon successful performance of this Agreement.
- (b) The Director will consider all infrastructure and/or facility improvement requests submitted in writing by the Contractor. Any such request must be submitted to the Director by no later than December 1, 2023, of each year to be considered in developing the Department's budget.
- (c) Facility additions, structures or construction of any kind will not be permitted on City property without prior written request and written approval by the Director. It is the policy of the City not to construct or authorize any improvements to the Facilities that negatively affect the limited resources of the Department.
- (d) Any authorized improvement to the Facilities by the Contractor will be viewed as a donation to the City and will become property of the City. A licensed and insured contractor shall perform all such improvements, changes, alterations, or additions and all costs (including any required permits) shall be borne by the Contractor.
- (e) Necessary maintenance functions not performed by the Contractor in a timely fashion may be performed by the City, or at the City's discretion a City authorized vendor. In lieu of performing the necessary maintenance functions itself, the Contractor may hire a licensed and insured contractor to perform such functions, at the Contractor's sole expense. In the event that maintenance functions are performed by the City, or on the City's behalf, then the cost of maintenance will be billed directly to the Contractor and shall be paid by the Contractor within thirty (30) days of delivery of the invoice to the Contractor.
- (f) Contractor shall be liable, and shall indemnify, defend, and hold the City harmless for any and all costs, claims, litigation or other legal action (whether civil, criminal, administrative, or investigative in nature), judgments, damages, losses, expenses, court costs, expert witness and professional consultation service fees and costs, and attorneys' fees and costs (including but not limited to appellate attorney fees and costs) arising out of any negligence, errors, omissions, and/or willful actions by the Contractor, its officers, employees, agents, representatives, or subcontractors (including but not limited to any contractor hired by the Contractor in accordance with Article 2.1(e) of this Agreement), in connection with any

additions, improvements, maintenance, or construction of any kind by the Contractor to the Facilities or surrounding premises. The City's approval of any such addition, improvement, or construction shall not relieve the Contractor of this obligation.

**2.2 In-Kind Services:** Contractor agrees to provide the following in-kind-services:

- (a) Support of community-based programs.
- (b) Improvement of dugout benches.
- (c) Replacement or improvements to dug outs on the large fields at Allen Park and Mishcon Park..
- (d) Replacement or repair of fencing sections as mutually agreed to by the Contractor and the Director.
- (e) Continue efforts to develop additional shared storage space; and
- (f) Any additional services agreed to by the Contractor and the Director in writing.

**ARTICLE 3 - TERM OF USE**

- 3.1 Termination:** The City shall have the right to terminate this Agreement for any breach or non-performance of any of the terms or conditions of this Agreement. In the event of any breach or non-performance by the Contractor, or if public safety and/or welfare requires immediate termination, then the City may immediately terminate or suspend the Agreement without any prior notice.
- 3.2 Right of Entry:** The City and/or its designated agents, and third parties with whom it has contractual relationships, shall have the right to enter and inspect the Facilities at any time during the term of this Agreement. The City shall have the keys to all buildings at the Facilities and shall use reasonable efforts to minimize interference with Contractor events. The City will provide the Contractor with 24-hour verbal or written notice of any need to utilize the concession and/or office.
- 3.3 Licenses, Permits and Fees:** The Contractor shall be responsible for obtaining any licenses or permits required for the operation of the concession, for placing signs at the Facilities, and for any other activities conducted by the Contractor at the Facilities. The Contractor shall also be responsible for all fees related to the operation licensing and/or permits of their programs.
- 3.4 Assignment, Leasing and Successors in Interest:** The City reserves the right to assign this Agreement. The Contractor, however, shall not assign

this Agreement to any other persons or organization without first obtaining the Director's prior written approval. In addition, the Contractor shall not have the right to assign any of its rights or obligations under this Agreement to any subsidiary or parent company, or any successor to its business through merger, consolidation, voluntary sale, or transfer of substantially all its assets without the express and prior written consent of the Director. The Contractor shall not lease or allow any other organization or persons to utilize the Facilities but shall direct all inquiries to the City. Any attempt to assign any rights or obligations under this Agreement, in whole or part, without the City's prior written consent shall be deemed a default, subject to the remedies provided herein, and any such assignment shall be null and void.

#### **ARTICLE 4 – CITY’S OBLIGATIONS**

**4.1     City's Maintenance Responsibilities:** The City will endeavor in good faith to perform the following maintenance at the Facilities, subject to available staff and budget limitations:

- (a)     Mowing of the athletic fields and common areas.
- (b)     Coordinating the irrigation and lighting of the fields.
- (c)     Coordination of the fertilization, herbicide treatment, pesticide treatment and fungicide treatment of the fields.
- (d)     Maintenance of the public restrooms.
- (e)     Maintenance of building and field infrastructure.
- (f)     Provide trash bags and receptacles, and the removal of trash from receptacles and place into dumpsters.
- (g)     Prepare infield prior to the first game scheduled each day. Any games after that, on the same day, will be the responsibility of the Contractor to prepare.
- (h)     Paint the initial games lines prior to the first game scheduled each day. Any games after that, on the same day, will be the responsibility of the Contractor to chalk the game lines.
- (i)     Over-seed the fields annually, or as needed at the City's discretion.

#### **ARTICLE 5 – CONTRACTOR’S OBLIGATIONS**

**5.1     Selection of Coaches and Officials:**

- (a)     The Contractor shall establish and adhere to guidelines and criteria for the selection and retention of athletic coaches, assistant coaches, and referees.
- (b)     The Contractor shall conduct annual background checks on all athletic coaches, assistant coaches, and referees in accordance with

the instructions and requirements under Fla. Stat. § 943.0438, as amended from time to time. The current version of Fla. Stat. § 943.0438 is attached to this Agreement and its terms and obligations are incorporated into this Agreement as if fully stated herein.

- (c) The Contractor shall not authorize or permit any athletic coach, assistant coach, board member, official, or referee to participate in any Contractor event or activity at the Facility, or otherwise act as an athletic coach, as defined under Fla. Stat. § 943.0438, until and unless the Contractor has received a background check for each such individual that did not result in any disqualifications under Fla. Stat. § 943.0438.
- (d) The Contractor will be responsible for verifying that all athletic coaches, assistant coaches, and referees have had background screening prior to the beginning of their respective participation in any events or activities.
- (e) One week prior to the start of the Season of each year, the Contractor shall provide the Director a notarized statement which provides the names of all coaches, assistant coaches, and referees for the Contractor and attests to the fact that they have all been screened without any disqualifications in accordance with Fla. Stat. § 943.0438. The statement shall also attest that there are no other coaches, assistant coaches, or referees for the Contractor who are not on the list and that any new coaches, assistant coaches, or referees will not be authorized to attend or participate in any Contractor events or activities without first be the subject of the background screening required in Fla. Stat. § 943.0438, and if approved, the names will be submitted in an addendum to the list and submitted to the Director within five (5) days of the approval of the background screening. The Contractor further agrees to timely comply with any additional requirements for background screening that may be imposed during the term of the Agreement by the City.
- (f) The Contractor shall not delegate any of the obligations discussed in Article 5.1 to any individual team.

## **5.2 Concussion Protocol:**

- (a) The Contractor shall establish and adhere to guidelines to educate athletic coaches, officials, administrators, and youth athletes and their parents or guardians of the nature and risk of concussion and head injury.
- (b) The Contractor shall adopt bylaws or policies that require the

parent or guardian of a youth who is participating in athletic competition or who is a candidate for an athletic team to sign and return an informed consent that explains the nature and risk of concussion and head injury, including the risk of continuing to play after concussion or head injury, each year before participating in athletic competition or engaging in any practice, tryout, workout, or other physical activity associated with the youth's candidacy for an athletic team.

- (c) The Contractor shall adopt bylaws or policies that require each youth athlete who is suspected of sustaining a concussion or head injury in a practice or competition to be immediately removed from the activity. A youth athlete who has been removed from an activity may not return to practice or competition until the youth submits to the athletic coach a written medical clearance to return stating that the youth athlete no longer exhibits signs, symptoms, or behaviors consistent with a concussion or other head injury. Medical clearance must be authorized by the appropriate health care practitioner trained in the diagnosis, evaluation, and management of concussions as defined by the Sports Medicine Advisory Committee of the Florida High School Athletic Association.
- (d) The Contractor shall not delegate any of the obligations discussed in Article 5.4 to any individual team.

**5.3 Clean Up:** The Contractor shall be responsible for all the trash and litter pick up from areas that will be used by the Contractor (ball fields, dug outs, stands, concession area, parking lot, etc.) at the end of practices, games, and other events, and place them in the proper receptacles. The Contractor shall leave the Facility free of litter, personal items, materials, and equipment upon leaving the Facility after each day of use. The Contractor may submit photographs or videos to the Director or designee, via email or text messaging, to verify compliance with this provision. If Contractor fails to clean the Facilities after each use, to the satisfaction of the City, then the City will notify Contractor and the City may clean up the Facilities and Contractor shall reimburse the City for all costs within 10 days of receiving an invoice from the City.

**5.4 Equipment:** The Contractor shall be responsible for any equipment loaned to the Contractor by the City. The Contractor shall ensure that all equipment in the concession stand, whether owned by the Contractor or the City, is in good working condition, and turned off following the completion of the season unless the Contractor and the City have made other arrangements. The Contractor shall, at the Contractor's expense, and without obligation or liability on the part of the City, maintain and replace all items or equipment owned by the Contractor, including but not limited to concession

equipment, freezers, warmers, steamers, etc. The Contractor shall not be responsible for any damage caused to any equipment while being used by third parties, not associated with the Contractor, for activities or events outside the scope of this Agreement.

**5.5 Admission:** The Contractor shall not charge admission to any game or activity under this Agreement.

**5.6 Alcohol and Tobacco:** The Contractor shall not sell, give, permit, or otherwise distribute any alcohol beverages or tobacco products at the Facility.

**5.7 Emergency Declarations and COVID-19:**

- (a) The Contractor shall comply with all requirements imposed by all federal, state, county, and City emergency declarations. Failure to do so will result in immediate termination of this Agreement without notice.
- (b) The Contractor shall educate, and continue to educate, its directors, coaches, referees, members, employees, staff, and volunteers on federal, state, county and local laws, orders, directives, and guidelines relating to COVID-19 (including the Center of Disease Control's prevention guidance), and shall ensure compliance with all such orders, directives and guidelines while on City property and covenant not enter onto City property if any Contractor member is experiencing any symptoms of COVID-19, or has a confirmed or suspected case of COVID-19, or have come in contact in the last fourteen (14) days with a person who has been confirmed or suspected of having COVID-19.
- (c) Notwithstanding the risks associated with participating in events held on City facilities, the Contractor accepts and assumes all risks and liability of personal injury, illness, disability, death, or property damage related to COVID-19, arising from being on the premises or engaging in activity on the premises.

## **ARTICLE 6 – DEFAULT**

**6.1** In the event of a default in performance of any covenant, condition, or provision herein contained, the City may serve written notice of such default on the Contractor. If, within thirty (30) calendar days of the Contractor receiving the notice of default, the Contractor fails to provide the City with sufficient proof that the Contractor has remedied such default, to the satisfaction of the City, then the City may immediately terminate this Agreement and repossess the Facility. Notwithstanding this provision, the

City may immediately terminate or suspend this Agreement in the interest of public safety or welfare without notice. This provision does not apply to any other time periods for terminating the Agreement as otherwise provided in this Agreement.

## **ARTICLE 7 - IMPOSSIBILITY OF PERFORMANCE**

- 7.1** If the Facility or any part is destroyed or damaged by fire, acts of God, or any other cause, or if any other casualty, health pandemic, or unforeseen occurrence renders the fulfillment of this Agreement by the City impossible, then this Agreement may be immediately suspended or terminated at the City's discretion. The Contractor hereby waives any claim for damages or compensation from the City because of such termination.

## **ARTICLE 8 – INDEMNIFICATION**

- 8.1** The Contractor will indemnify, defend, and hold the City and its elected officials, officers, agents, employees, representatives, and servants harmless from any and all liability, loss damage, costs expenses, including, without limitation, attorneys' fees, on account of injury or damage to persons, firms, corporations, or to property directly or indirectly arising out of or relating to this Agreement, the performance or breach thereof, or the use or occupancy of the Facility, the parking area or other areas of the Facility and surrounding premises by the Contractor or its officers, agents, servants, employees, volunteers, exhibitors, independent contractors, subcontractors, patrons, guests or invitees; and in the event that suit shall be brought against the City, either independently or jointly with the Contractor on account thereof, the Contractor will defend any such suit or suits—including appellate proceedings—at the sole cost of the Contractor; and in the event of final judgment being obtained against City, either independently or jointly with the Contractor, then the Contractor will pay such judgment immediately, in full, with all interest and costs thereon, and shall hold the City harmless therefrom. In the event the Contractor shall fail to defend any such action on behalf of the City to the satisfaction of the City, City may, but shall not be obligated to, defend the same by counsel of its choice, the cost of which defense shall be borne exclusively by the Contractor and paid by the Contractor in such intervals and in such amounts as the City shall demand.

## **ARTICLE 9 – LIABILITY**

- 9.1** Liability for Damage or Injury: The City shall not be liable for any loss, damage or injury which may be sustained by any party or persons at the Facility other than the damage or injury caused solely by the negligence of the City.
- 9.2** Nothing in this Agreement shall be construed to affect in any way the City's

rights, privileges, and immunities, including sovereign immunity as provided by law and set forth in Section 768.28 Fla. Stat. This provision shall survive the termination of this Agreement.

## **ARTICLE 10 – NOTICES**

- 10.1** Wherever in this Agreement notice, or demand is required or permitted to be given or served by either party to the other, such notice or demand shall not be deemed to have been duly given or served unless in writing and either personally delivered or forwarded by registered or certified mail, postage prepaid, to the respective addresses hereinafter set forth. Either party may change such addresses from time to time by serving notice as above provided.

**TO CITY:**

Mario A. Diaz  
City Manager  
17051 NE 19 Avenue  
North Miami Beach, FL 33162  
[Mario.Diaz@citynmb.com](mailto:Mario.Diaz@citynmb.com)

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

**TO CONTRACTOR:**

Brandon Dicks  
President  
North Miami Beach Little League, Inc.  
1835 NE Miami Gardens Drive #534  
North Miami Beach, FL 33179  
[playball@nmbll.org](mailto:playball@nmbll.org)

## **ARTICLE 11 – INSURANCE**

- 11.1** The Contractor shall procure and maintain throughout the term of this Agreement comprehensive general liability insurance providing for a minimum of \$1,000,000.00 in coverage. The Contractor shall ensure that accident insurance is available to all sports coaches, referees, volunteers, and participants. The name of the insured on the policy shall be the same as the Contractor and the City shall be named as an additional insured under said policy. A copy of the insurance certificate showing the City as an additional insured shall be provided to the Director no later than December 1, 2023. In the event the Contractor fails to deliver said certificate to the



City in the above stated manner, the City may terminate or suspend this Agreement without notice or, alternatively, the City may procure the required policy at the Contractor's expense. The certificate procured by the Contractor shall provide for thirty (30) days prior written notice from the insurer to the City of any cancellation or amendment to said insurance policy.

## **ARTICLE 12 - CITY RULES AND REGULATIONS**

- 12.1** The Contractor will observe, obey & comply with all rules and regulations adopted by the City and all laws, ordinances and regulations of all other governmental units and agencies having lawful jurisdiction, which may be applicable to Contractor's operations under this Agreement.

## **ARTICLE 13 - MISCELLANEOUS PROVISIONS**

- 13.1 Independent Contractor:** Contractor acknowledges that it is an independent contractor and not an employee, agent, or representative of the City. Contractor agrees that it is responsible to all parties for all its acts or omissions, including but not limited to the acts or omissions of any of its officers, agents, employees, contractors, or representatives, related to the use of the Facilities.
- 13.2 Indulgence Not Waiver:** Neither the failure nor any delay on the part of a party to exercise any right, remedy, power, or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or of any other right, remedy, power or privilege, nor shall any waiver of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power or privilege with respect to any other occurrence. No waiver shall be effective unless it is in writing and is signed by the party asserted to have granted such waiver.
- 13.3 Interpretation:** This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes all prior verbal or written Agreements between the parties with respect thereto. This Agreement may only be amended by written document, properly authorized, executed and delivered by both parties hereto. This Agreement shall be interpreted as a whole unit and section headings are for convenience only. The laws of the State of Florida shall govern this Agreement and all interpretations.
- 13.4 Venue:** In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall be in the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, for claims under state law, and the

Southern District of Florida for any claims under which a U.S. District Court may have subject matter jurisdiction.

- 13.5 Mediation:** In the event of a dispute between the parties in connection with this Agreement, the parties agree to submit the disputed issue or issues to a mediator for non-binding mediation prior to filing a lawsuit. This non-binding mediation is a condition precedent to any lawsuit. The parties shall agree on a mediator chosen from a list of certified mediators available from the Clerk of Court for Miami-Dade County. The parties shall equally share the fee of the mediator. To the extent allowed by law, the mediation process shall be confidential and the results of the mediation or any testimony or argument introduced at the mediation shall be inadmissible as evidence in any subsequent proceeding concerning the disputed issue.
- 13.6 Statutory Duties:** The duties and obligations imposed upon the Contractor by this Agreement and the rights and remedies available to the City hereunder shall be in addition to, and not a limitation of, any otherwise imposed or available by law or statute.
- 13.7 Severability:** If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable.
- 13.8 Survival of Provisions:** Any terms or conditions of this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.
- 13.9 Attorneys' Fees and Waiver of Jury Trial:** If either the City or Contractor is required to enforce the terms of this Agreement by court proceedings or otherwise, whether formal legal action is required, the parties shall bear their own attorney fees, costs, and expenses, at the trial and appellate level. In the event of any litigation arising out of this Agreement. EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.
- 13.10 Counterparts:** This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterpart shall constitute the same instrument.
- 13.11 Authorization to Sign Contract:** The execution and delivery of this Agreement by both parties is within their capacity and all requisite action has been taken to make this Agreement valid and binding on the parties in accordance with its terms.

**13.12 Public Records:** Notwithstanding anything contained herein, as provided under Section 119.0701, Fla. Stat., if Contractor: (i) provides a service; and (ii) acts on behalf of City as provided under Section 119.011(2) Fla. Stat., the Contractor shall comply with the requirements of Section 119.0701, Fla. Stat., as it may be amended from time to time. The Contractor is specifically required to:

- (a) Keep and maintain public records required by the City to perform services as provided under this Agreement.
- (b) Upon request from the City's Custodian of Public Records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat., or as otherwise provided by law. The Contractor further agrees that all fees, charges, and expenses shall be determined in accordance with City fees associated with public records requests.
- (c) Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the City.
- (d) Upon completion of the Agreement, the Contractor shall transfer, at no cost to the City, all public records in possession of the Contractor unless notified by City's representative/liaison, on behalf of the City's custodian of public records, to keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically by the Contractor must be provided to City, upon request of the City's custodian of public records, in a format that is compatible with the information technology systems of City, and at no cost to City.

Failure of the Contractor to comply with the requirements of this article shall be a material breach of this Agreement. City shall have the right to exercise all remedies available to it, including but not limited to, the right to terminate for cause. The Contractor acknowledges that it has familiarized itself with the requirements of Chapter 119, Fla. Stat., and

other requirements of state law applicable to public records not specifically set forth herein.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CITY CLERK AT 17011 NE 19 AVENUE, NORTH MIAMI BEACH, FL 33162, BY E-MAIL AT ANDRISE.BERNARD@CITYNMB.COM OR BY TELEPHONE AT 305-787-6001.**

- 13.13 E-Verify:** Pursuant to a recent change in state law approved by the Florida Legislature, all government agency contracts are required to have a clause regarding "e-verify." Accordingly, to the extent the City does not already include language similar to the below, all procured contracts should include the following clause:

*As a condition precedent to entering into this AGREEMENT, and in compliance with Section 448.095, Fla. Stat., Contractor, and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.*

The following terms and conditions also apply:

- (a) Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.
- (b) City, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.
- (c) City, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.
- (d) A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged

pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this Agreement by the City for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the City because of termination of any contract for a violation of this section.

- (e) Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

**13.14 Scrutinized Companies:** By execution of this Agreement, in accordance with the requirements of §§287.135 and 215.473, Fla. Stat., Contractor certifies that Contractor is not participating in a boycott of Israel. Contractor further certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Contractor been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of this Agreement. The City shall provide notice, in writing, to Contractor of the City's determination concerning the false certification. Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active Agreement term, Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to §287.135, Fla. Stat., as amended from time to time.

**[REMINDER OF PAGE LEFT BLANK – SIGNATURES ON FOLLOWING PAGE]**

IN WITNESS WHEREOF, the Parties have executed this Agreement by their proper officials, duly authorized to do so the date above first written.

**CITY OF NORTH MIAMI BEACH**

\_\_\_\_\_  
Mario A. Diaz, City Manager

**ATTEST:**

\_\_\_\_\_  
Andrise Bernard, City Clerk

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE  
USE AND RELIANCE OF THE CITY OF NORTH MIAMI BEACH ONLY:**

\_\_\_\_\_  
Joseph Geller, City Attorney

**NORTH MIAMI BEACH LITTLE LEAGUE, INC.**



\_\_\_\_\_  
Brandon Dicks, President

**WITNESS**

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

## INDEPENDENT SANCTIONING AUTHORITY NAME ("Authority"):

TITLE

The undersigned, under penalty of perjury and based on personal knowledge, swears that (check one):

- [ ] The Authority identified above has performed background screening of all athletic coaches, assistant coaches, referees, and any other required individuals pursuant to the instructions and requirements set forth in Fla. Stat. § 943.0438, Fla. Stat. § 435.03, and any other applicable law. None of the active athletic coaches, assistant coaches, or referees are disqualified under Fla. Stat. § 943.0438, and the Authority has deemed all such individuals eligible to participate in activities under the Authority's agreement with the City of North Miami Beach; or
- [ ] No individuals providing services or activities under the Authority's agreement with the City of North Miami Beach are required under Fla. Stat. § 943.0438, to be background screened.

The information contained in this Affidavit is up to date as of the date this Affidavit is furnished to the City of North Miami Beach Parks and Recreation office.

Each athletic coach, assistant coach, and referee providing services or activities under the Authority's agreement with the City of North Miami Beach who is required to be screened under Fla. Stat. § 943.0438 or any other applicable law is listed in Exhibit "A" to this affidavit, and is identified by name, birth date, and date deemed eligible by the Authority.

Signature of Affiant

STATE OF FLORIDA )  
COUNTY OF MIAMI DADE )

SWORN TO AND SUBSCRIBED BEFORE ME, on this \_\_\_\_ day of \_\_\_\_\_, 2023, by means of (    ) physical presence or (    ) online notarization, personally appeared \_\_\_\_\_, as an authorized representative of \_\_\_\_\_, (    ) who is personally known to me or (    ) who has produced \_\_\_\_\_ as identification.

NOTARY PUBLIC – State of Florida

My commission expires:

**EXHIBIT "A" TO AFFIDAVIT OF CRIMINAL BACKGROUND SCREENING**

[illegible]



**RESOLUTION NO. R2024-XX**

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING AN AGREEMENT WITH NORTH MIAMI BEACH LITTLE LEAGUE INC.; AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to Chapter 166, Florida Statutes and Section 1.4 of the Charter of the City of North Miami Beach (“City”), the City shall have all available governmental, corporate, and proprietary powers and may exercise them except when prohibited by law; and

**WHEREAS**, the City Parks and Recreation Department provides field space and operational support for the North Miami Beach Little League, Inc. (“NMB Little League”); and

**WHEREAS**, NMB Little League provide various youth baseball and softball athletic services to the community and visitors throughout the year; and

**WHEREAS**, the City Manager, City Attorney, along with the Director of Parks and Recreation recommend that the City Commission approve and authorize the City Manager or designee to enter into a use agreement with NMB Little League; and

**WHEREAS**, the Mayor and City Commission believe it is in the best interests of the City to authorize the City Manager or designee to enter into a use agreement with NMB Little League.

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

**Section 1.** The foregoing whereas clauses are true and correct and adopted as the legislative and administrative findings of the City Commission and made a specific part of this Resolution; all exhibits attached hereto are made a specific part of this Resolution.

**Section 2.** The Use Agreement with the North Miami Beach Little League, Inc. for recreational athletic services at various Parks and Recreation athletic fields in the City of North Miami Beach, attached as Exhibit “A,” is approved and the City Manager or designee is authorized to sign the Use Agreement on behalf of the City.

**Section 3.** The City Manager or designee is authorized to do all things necessary to effectuate this Resolution.

**Section 4.** All Resolutions or parts of Resolutions in conflict with this Resolution are repealed to the extent of such conflict.

**Section 5.** Any scrivener or typographical errors that do not affect intent may be

**RESOLUTION NO. R2024-XX**

corrected with notice to, and the authorization of the City Attorney and City Manager without further process.

**Section 6.** If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given affect without the invalid provision or application, and to this end the provisions of this Resolution are declared to be severable.

**Section 7.** This Resolution shall take effect immediately upon adoption.

**APPROVED AND ADOPTED** by the City of North Miami Beach City Commission at the regular meeting assembled this **16<sup>th</sup> day of April 2024**.

ATTEST:

\_\_\_\_\_  
ANDRISE BERNARD, MMC  
CITY CLERK

\_\_\_\_\_  
EVAN S. PIPER  
MAYOR

(CITY SEAL)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE  
AND RELIANCE OF THE CITY OF NORTH MIAMI BEACH ONLY:

\_\_\_\_\_  
JOSEPH S. GELLER  
CITY ATTORNEY

SPONSORED BY: Mayor and City Commission

**RESOLUTION NO. R2024-XX**



**Consent Agenda  
9.6.**

City of North Miami Beach  
17011 NE 19 Avenue  
North Miami Beach, FL 33162  
305-947-7581  
[www.citynmb.com](http://www.citynmb.com)

**MEMORANDUM**

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<b>TO:</b>	Mayor and City Commission
<b>FROM:</b>	Andrew Plotkin, Parks and Recreation Director
<b>VIA:</b>	Mario Diaz, City Manager
<b>DATE:</b>	April 16, 2024

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**RE:** Resolution No. R2024-49 Approving an Agreement with North Miami Beach Youth Athletic Club, Inc (Sun Devils) (Andrew Plotkin, Parks and Recreation Director)

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**Description**

**BACKGROUND  
ANALYSIS:**

The City of North Miami Beach and the North Miami Beach Youth Athletic Club, Inc. (Sun Devils) have a long-standing history of partnership in providing athletic services.

North Miami Beach Youth Athletic Club, Inc. provides youth services in tackle football and cheerleading that benefit the youth of the City of North Miami Beach.

The City provides in-kind services by providing athletic fields and some operational support.

**RECOMMENDATION:**

**FISCAL/ BUDGETARY  
IMPACT:**

---

**ATTACHMENTS:**

Description

- ☐ Agreement
- ☐ Resolution

## **FACILITY USE AGREEMENT FOR YOUTH SPORTS PROVIDER**

THIS FACILITY USE AGREEMENT ("Agreement") is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between **The City of North Miami Beach**, a Florida municipal corporation ("City"), whose address is 17011 NE 19 Avenue, North Miami Beach, FL 33162, and **North Miami Beach Youth Athletic Club, Inc.**, a Florida not for profit corporation ("Contractor"), whose address is P.O. Box 640706. The City and Contractor are collectively referred to herein as the "Parties."

### **RECITALS**

**A.** The Parties recognize the need for public recreational facilities and programs, which contribute to a better quality of life for all the City's residents and visitors.

**B.** The Parties are mutually interested in promoting youth sports and are aware of the beneficial effect on the youth, their families, and the community. In this instance, Contractor desires to provide, and the City desires to aid in facilitating the provision of, a youth football league and cheerleading program to the community of North Miami Beach.

**C.** In the interest of providing the best possible youth sports program at the least cost to participants and users of the City facilities, full cooperation between the Parties is necessary, and it is in the best interest of the Parties to outline the details of such cooperation.

### **AGREEMENT**

In exchange for the good and valuable consideration and mutual terms and conditions set forth in this Agreement, the Parties agree as follows:

#### **ARTICLE 1 – PREMISES**

##### **1.1 The Facility:**

- (a) The City grants Contractor the non-exclusive right to certain amenities located at **Mishcon Park**, located at 16601 NE 15 Avenue, **Washington Park**, located at 15290 NE 15 Ct., and **Allen Park**, located at 1770 NE 162 Street (collectively, the "Facility" or "Facilities").
- (b) This non-exclusive right is limited to the following amenities at the Facilities: the football fields, concession stand, and restrooms. Contractor agrees not to use any other amenities or property at the Facilities absent prior written approval from the City's Director of Parks and Recreation or designee ("Director").
- (c) The City authorizes Contractor to post banners from sponsors of the sports program at the Facilities, subject to the terms and conditions of this Agreement and the rules and regulations of the City and any governing law.

1.2 **Term of Agreement:** The term of this Agreement shall commence on **October 1, 2023**, and shall end (unless terminated sooner as hereinafter provided) on **September 29, 2024** (the "Term") with the possibility to extend further if Contractor requires a longer season. The Term may be extended or modified only through prior written approval from the Director. The terms and conditions of this Agreement apply to any extension(s) of the Term granted by the Director.

1.3 **Use of Facilities:**

- (a) Notwithstanding the Term of this Agreement, Contractor shall have the right to use the Facilities only from **July 1, 2024, through December 31, 2024**. During this period, Contractor may use the Facilities on Monday through Friday, between the hours of 5:00 p.m. until 10:00 p.m., as well as on Saturdays between the hours of 7:00 a.m. until 10:00 p.m. If Contractor desires to use the Facilities for a different or longer period, or different days or hours, within the limit of the Term, then Contractor must obtain prior written approval from the Director.
- (b) Contractor shall use the Facilities only for the purposes of player registration, concession activities, football games, and football and cheerleading practices.
- (c) Contractor may conduct fundraising activities during the Term. But any fundraising activity by another group or organization on behalf of or for the benefit of the Contractor shall first be approved in writing by the Director after submission of the required documentation.
- (d) No other use of the Facilities is authorized without the prior written approval of the Director.
- (e) Contractor acknowledges and agrees that its use of the Facilities is non-exclusive. The City will advise the Contractor of any third-party requests for use of the Facilities within ten (10) days of receiving any such request, or as soon as practicable.
- (f) In the event of a conflict between the Contractor's scheduled use of the Facilities and the City's scheduled use of the Facilities or event, the City's scheduled use or event shall have priority. In the event of such a conflict, the City shall notify the Contractor and, if requested to do so by the City, the Contractor shall cancel or reschedule the Contractor's conflicting use or event.

1.4 **Required Documentation:** By no later than December 1, 2023, Contractor shall provide the Director or designee with copies of the following

documents:

- (a) Names and contact information for the Contractor's Board of Directors, including names, addresses, email address and contact phone number, as well as the name and contact information for the Contractor representative appointed by the Board of Directors.
- (b) Proof of the Contractor's continued active status as a nonprofit corporation in the State of Florida.
- (c) Proof of the Contractor's continued membership in a national youth organization.
- (d) Proof of insurance as identified in Article 11 of this Agreement.
- (e) A notarized statement regarding background screening of coaches and assistant coaches as identified in Article 5 of this Agreement.
- (f) A complete schedule of Contractor events including fundraising activities, practices, and games for purposes of scheduling field maintenance. Changes to the schedule shall be submitted to the Director at least 14 days in advance and the City will make its best effort to accommodate any changes made to the schedule by Contractor. In the event of cancellations of games and practices, the Contractor shall provide the City at least 7 days' notice; and
- (g) Any additional documents requested by the Director or designee.

If the Contractor fails to provide any of these documents to the City prior to the deadline stated herein, the City may elect to unilaterally terminate this Agreement without any advanced or further notice. The deadline to provide the documents may be extended only through written approval of the Director, at the Director's sole discretion.

**1.5 Control of Facilities:** While conducting games, practices and events, the City shall provide the Contractor access and keys to the Facilities, where necessary. However, the City shall retain its right to always access the Facilities and may require the Contractor to pay for the cost of a law enforcement officer to enforce applicable City ordinances, rules, and regulations, and/or to ensure the safety of residents and visitors, if deemed necessary by the City.

**1.6 Contact Person:**

- (a) Contact for the City: **Andrew Plotkin**  
Director of Parks and Recreation

(305) 948-2957  
[Andrew.Plotkin@citynmb.com](mailto:Andrew.Plotkin@citynmb.com)

Contact for Contractor: **Randolph White**  
President  
P.O. Box 640706  
Miami, FL 33164

- (b) Contractor shall provide the City with an email address and phone number that can be used to correspondence and give notice to the Contact for the Contractor.
- (c) The Parties shall direct all matters and communications arising in connection with the performance of this Agreement to the attention of the contact person(s) listed above for attempted resolution or action. The Contractor will advise the City in writing if the Contractor wishes to designate an alternative contact person or if the contact person is no longer associated with the Contractor.
- (d) The Contractor will advise the City in writing within ten (10) days if the president of the Contractor changes.
- (e) See Article 10 for the notice requirements under this Agreement.

## **ARTICLE 2 - COST SHARING**

### **2.1 Capital Improvement Projects and In-Kind -Services:**

- (a) Currently budgeted project requests will only be considered for approval upon successful performance of this Agreement.
- (b) The Director will consider all infrastructure and/or facility improvement requests submitted in writing by the Contractor. Any such request must be submitted to the Director by no later than December 1, 2023, of each year to be considered in developing the Department's budget.
- (c) Facility additions, structures or construction of any kind will not be permitted on City property without prior written request and written approval by the Director. It is the policy of the City not to construct or authorize any improvements to the Facilities that negatively affect the limited resources of the Department.
- (d) Any authorized improvement to the Facilities by the Contractor will be viewed as a donation to the City and will become property of the City. A licensed and insured contractor shall perform all such

improvements, changes, alterations, or additions and all costs (including any required permits) shall be borne by the Contractor.

- (e) Necessary maintenance functions not performed by the Contractor in a timely fashion may be performed by the City, or at the City's discretion a City authorized vendor. The cost of maintenance will be billed directly to the Contractor and shall be paid by the Contractor within thirty (30) days of delivery of the invoice to the Contractor.
- (f) Contractor shall be liable, and shall indemnify, defend, and hold the City harmless for any and all costs, claims, litigation or other legal action (whether civil, criminal, administrative, or investigative in nature), judgments, damages, losses, expenses, court costs, expert witness and professional consultation service fees and costs, and attorneys' fees and costs (including but not limited to appellate attorney fees and costs) arising out of any negligence, errors, omissions, and/or willful actions by the Contractor, its officers, employees, agents, representatives, or subcontractors, in connection with any additions, improvements, maintenance, or construction of any kind by the Contractor to the Facilities or surrounding premises. The City's approval of any such addition, improvement, or construction shall not relieve the Contractor of this obligation.

**2.2 In-Kind Services:** Contractor agrees to provide the following in-kind-services:

- (a) Support of community-based programs.
- (b) Improvement of bleachers or benches.
- (c) Replacement or improvements to bleachers or benches on the large field.
- (d) Replacement or repair of fencing sections as mutually agreed to by the Contractor and the Director.
- (e) Continue efforts to develop additional shared storage space; and
- (f) Any additional services agreed to by the Director in writing.

**ARTICLE 3 - TERM OF USE**

- 3.1 Termination:** The City shall have the right to terminate this Agreement with or without cause. If the City elects to terminate this Agreement, the City shall provide the Contractor with fifteen (15) calendar days' prior written notice, unless otherwise stated in this Agreement. The City may terminate or suspend the Agreement without any prior notice if public safety



and/or welfare requires immediate termination, or if Contractor breaches any term of this Agreement.

- 3.2 **Right of Entry:** The City and/or its designated agents, and third parties with whom it has contractual relationships, shall have the right to enter and inspect the Facilities at any time during the term of this Agreement. The City shall have the keys to all buildings at the Facilities and shall use reasonable efforts to minimize interference with Contractor events. The City will provide the Contractor with 24-hour verbal or written notice of any need to utilize the concession and/or office.
- 3.3 **Licenses, Permits and Fees:** The Contractor shall be responsible for obtaining any licenses or permits required for the operation of the concession, for placing signs at the Facilities, and for any other activities conducted by the Contractor at the Facilities. The Contractor shall also be responsible for all fees related to the operation licensing and/or permits of their programs.
- 3.4 **Assignment, Leasing and Successors in Interest:** The City reserves the right to assign this Agreement. The Contractor, however, shall not assign this Agreement to any other persons or organization without first obtaining the Director's prior written approval. In addition, the Contractor shall not have the right to assign any of its rights or obligations under this Agreement to any subsidiary or parent company, or any successor to its business through merger, consolidation, voluntary sale, or transfer of substantially all its assets without the express and prior written consent of the Director. The Contractor shall not lease or allow any other organization or persons to utilize the Facilities but shall direct all inquiries to the City. Any attempt to assign any rights or obligations under this Agreement, in whole or part, without the City's prior written consent shall be deemed a default, subject to the remedies provided herein, and any such assignment shall be null and void.

#### **ARTICLE 4 – CITY'S OBLIGATIONS**

- 4.1 **City's Maintenance Responsibilities:** The City will endeavor in good faith to perform the following maintenance at the Facilities, subject to available staff and budget limitations:
- (a) Mowing of the athletic fields and common areas.
  - (b) Coordinating the irrigation and lighting of the fields.
  - (c) Coordination of the fertilization, herbicide treatment, pesticide treatment and fungicide treatment of the fields.
  - (d) Maintenance of the public restrooms.
  - (e) Maintenance of building and field infrastructure.
  - (f) Provide trash bags and receptacles, and the removal of trash from receptacles and place into dumpsters.

- (g) Over-seed the fields annually, or as needed at the City's discretion.
- (h) Paint game lines for scheduled home games. Field markings and all other required equipment are the responsibility of the Contractor.

## **ARTICLE 5 – CONTRACTOR’S OBLIGATIONS**

### **5.1 Selection of Coaches and Officials:**

- (a) The Contractor shall establish and adhere to guidelines and criteria for the selection and retention of athletic coaches, assistant coaches, and referees.
- (b) The Contractor shall conduct annual background checks on all athletic coaches, assistant coaches, and referees in accordance with the instructions and requirements under Fla. Stat. § 943.0438, as amended from time to time. The current version of Fla. Stat. § 943.0438 is attached to this Agreement and its terms and obligations are incorporated into this Agreement as if fully stated herein.
- (c) The Contractor shall not authorize or permit any athletic coach, assistant coach, board member, official, or referee to attend or participate in any Contractor event or activity at the Facility until and unless the Contractor has received a background check for each such individual that did not result in any disqualifications under Fla. Stat. § 943.0438.
- (d) The Contractor will be responsible for verifying that all athletic coaches, assistant coaches, and referees have had background screening prior to the beginning of their respective seasons.
- (e) One week prior to the start of the Season of each year, the Contractor shall provide the Director a notarized statement which provides the names of all coaches, assistant coaches, and referees for the Contractor and attests to the fact that they have all been screened without any disqualifications in accordance with Fla. Stat. § 943.0438. The statement shall also attest that there are no other coaches, assistant coaches, or referees for the Contractor who are not on the list and that any new coaches, assistant coaches, or referees will not be authorized to attend or participate in any Contractor events or activities without first be the subject of the background screening required in Fla. Stat. § 943.0438, and if approved, the names will be submitted in an addendum to the list and submitted to the Director within five (5) days of the approval of the background screening. The Contractor further agrees to timely comply with any additional requirements for background screening that may be imposed during the term of the Agreement by the City.

- (f) The Contractor shall not delegate any of the obligations discussed in Article 5.1 to any individual team.

**5.2 Concussion Protocol:**

- (a) The Contractor shall establish and adhere to guidelines to educate athletic coaches, officials, administrators, and youth athletes and their parents or guardians of the nature and risk of concussion and head injury.
- (b) The Contractor shall adopt bylaws or policies that require the parent or guardian of a youth who is participating in athletic competition or who is a candidate for an athletic team to sign and return an informed consent that explains the nature and risk of concussion and head injury, including the risk of continuing to play after concussion or head injury, each year before participating in athletic competition or engaging in any practice, tryout, workout, or other physical activity associated with the youth's candidacy for an athletic team.
- (c) The Contractor shall adopt bylaws or policies that require each youth athlete who is suspected of sustaining a concussion or head injury in a practice or competition to be immediately removed from the activity. A youth athlete who has been removed from an activity may not return to practice or competition until the youth submits to the athletic coach a written medical clearance to return stating that the youth athlete no longer exhibits signs, symptoms, or behaviors consistent with a concussion or other head injury. Medical clearance must be authorized by the appropriate health care practitioner trained in the diagnosis, evaluation, and management of concussions as defined by the Sports Medicine Advisory Committee of the Florida High School Athletic Association.
- (d) The Contractor shall not delegate any of the obligations discussed in Article 5.4 to any individual team.

- 5.3 Clean Up:** The Contractor shall be responsible for all the trash and litter pick up from areas that will be used by the Contractor (football fields, benches, bleachers, stands, concession area, parking lot, etc.) at the end of practices, games, and other events, and place them in the proper receptacles. The Contractor shall leave the Facility free of litter, personal items, materials, and equipment upon leaving the Facility after each day of use. If Contractor fails to clean the Facilities after each use, to the satisfaction of the City, then the City may clean up the Facilities and Contractor shall reimburse the City for all costs within 10 days of receiving an invoice from

the City.

- 5.4 Equipment:** The Contractor shall be responsible for any equipment loaned to the Contractor by the City. The Contractor shall ensure that all equipment in the concession stand, whether owned by the Contractor or the City, is in good working condition, and turned off following the completion of the season unless the Contractor and the City have made other arrangements. The Contractor shall, at the Contractor's expense, and without obligation or liability on the part of the City, maintain and replace all items or equipment owned by the Contractor, including but not limited to concession equipment, freezers, warmers, steamers, etc.
- 5.5 Utility Charges:** The Contractor shall be responsible for all utility charges for use of concession, storage rooms, meeting rooms and press box.
- 5.6 Admission:** The Contractor shall not charge admission to any game or activity under this Agreement.
- 5.7 Alcohol and Tobacco:** The Contractor shall not sell, give, permit, or otherwise distribute any alcohol beverages or tobacco products at the Facility.
- 5.8 Emergency Declarations and COVID-19:**
- (a) The Contractor shall comply with all requirements imposed by all federal, state, county, and City emergency declarations. Failure to do so will result in immediate termination of this Agreement without notice.
  - (b) The Contractor shall educate, and continue to educate, its directors, coaches, referees, members, employees, staff, and volunteers on federal, state, county and local laws, orders, directives, and guidelines relating to COVID-19 (including the Center of Disease Control's prevention guidance), and shall ensure compliance with all such orders, directives and guidelines while on City property and covenant not enter onto City property if any Contractor member is experiencing any symptoms of COVID-19, or has a confirmed or suspected case of COVID-19, or have come in contact in the last fourteen (14) days with a person who has been confirmed or suspected of having COVID-19.
  - (c) Notwithstanding the risks associated with participating in events held on City facilities, the Contractor accepts and assumes all risks and liability of personal injury, illness, disability, death, or property damage related to COVID-19, arising from being on the premises or engaging in activity on the premises, whether caused by the

negligence of the City or otherwise.

## **ARTICLE 6 – DEFAULT**

**6.1** In the event of a default in performance of any covenant, condition, or provision herein contained, the City may serve written notice of such default on the Contractor. If, within thirty (30) calendar days of the Contractor receiving the notice of default, the Contractor fails to provide the City with sufficient proof that the Contractor has remedied such default, to the satisfaction of the City, then the City may immediately terminate this Agreement and repossess the Facility. Notwithstanding this provision, the City may immediately terminate or suspend this Agreement in the interest of public safety or welfare without notice. This provision does not apply to any other time periods for terminating the Agreement as otherwise provided in this Agreement.

## **ARTICLE 7 - IMPOSSIBILITY OF PERFORMANCE**

**7.1** If the Facility or any part is destroyed or damaged by fire, acts of God, or any other cause, or if any other casualty, health pandemic, or unforeseen occurrence renders the fulfillment of this Agreement by the City impossible, then this Agreement may be immediately suspended or terminated at the City's discretion. The Contractor hereby waives any claim for damages or compensation from the City because of such termination.

## **ARTICLE 8 – INDEMNIFICATION**

**8.1** The Contractor will indemnify, defend, and hold the City and its elected officials, officers, agents, employees, representatives, and servants harmless from any and all liability, loss damage, costs expenses, including, without limitation, attorneys' fees, on account of injury or damage to persons, firms, corporations, or to property directly or indirectly arising out of or relating to this Agreement, the performance or breach thereof, or the use or occupancy of the Facility, the parking area or other areas of the Facility and surrounding premises by the Contractor or its officers, agents, servants, employees, volunteers, exhibitors, independent contractors, subcontractors, patrons, guests or invitees; and in the event that suit shall be brought against the City, either independently or jointly with the Contractor on account thereof, the Contractor will defend any such suit or suits—including appellate proceedings—at the sole cost of the Contractor; and in the event of final judgment being obtained against City, either independently or jointly with the Contractor, then the Contractor will pay such judgment immediately, in full, with all interest and costs thereon, and shall hold the City harmless therefrom. In the event the Contractor shall fail to defend any such action on behalf of the City to the satisfaction of the City, City may, but shall not be obligated to, defend the same by counsel of its choice, the cost of which defense shall be borne exclusively by the Contractor and paid by the Contractor in such intervals and in such amounts as the City shall

demand.

## **ARTICLE 9 – LIABILITY**

- 9.1** Liability for Damage or Injury: The City shall not be liable for any loss, damage or injury which may be sustained by any party or persons at the Facility other than the damage or injury caused solely by the negligence of the City.
- 9.2** Nothing in this Agreement shall be construed to affect in any way the City's rights, privileges, and immunities, including sovereign immunity as provided by law and set forth in Section 768.28 Fla. Stat. This provision shall survive the termination of this Agreement.

## **ARTICLE 10 – NOTICES**

- 10.1** Wherever in this Agreement notice, or demand is required or permitted to be given or served by either party to the other, such notice or demand shall not be deemed to have been duly given or served unless in writing and either personally delivered or forwarded by registered or certified mail, postage prepaid, to the respective addresses hereinafter set forth. Either party may change such addresses from time to time by serving notice as above provided.

### **TO CITY:**

Mario A. Diaz  
City Manager  
17051 NE 19 Avenue  
North Miami Beach, FL 33162  
[Mario.Diaz@citynmb.com](mailto:Mario.Diaz@citynmb.com)

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

### **TO CONTRACTOR:**

Randolph White  
President  
North Miami Beach Youth Athletic Club, Inc.  
P.O. Box 640706  
Miami, FL 33164

## **ARTICLE 11 – INSURANCE**

- 11.1** The Contractor shall procure and maintain throughout the term of this Agreement comprehensive general liability insurance providing for a minimum of \$1,000,000.00 in coverage. The Contractor shall ensure that accident insurance is available to all sports coaches, referees, and participants. The name of the insured on the policy shall be the same as the Contractor and the City shall be named as an additional insured under said policy. A copy of the insurance certificate showing the City as an additional insured shall be provided to the Director no later than December 1, 2023. In the event the Contractor fails to deliver said certificate to the City in the above stated manner, the City may terminate or suspend this Agreement without notice or, alternatively, the City may procure the required policy at the Contractor's expense. The certificate procured by the Contractor shall provide for thirty (30) days prior written notice from the insurer to the City of any cancellation or amendment to said insurance policy.

## **ARTICLE 12 - CITY RULES AND REGULATIONS**

- 12.1** The Contractor will observe, obey & comply with all rules and regulations adopted by the City and all laws, ordinances and regulations of all other governmental units and agencies having lawful jurisdiction, which may be applicable to Contractor's operations under this Agreement.

## **ARTICLE 13 - MISCELLANEOUS PROVISIONS**

- 13.1** **Independent Contractor:** Contractor acknowledges that it is an independent contractor and not an employee, agent, or representative of the City. Contractor agrees that it is responsible to all parties for all its acts or omissions, including but not limited to the acts or omissions of any of its officers, agents, employees, contractors, or representatives, related to the use of the Facilities.
- 13.2** **Indulgence Not Waiver:** The indulgence of either party regarding any breach or failure to perform any provision of the Agreement shall not be deemed to constitute a waiver of the provision or any other portion of this Agreement at the time the breach or failure occurs or at any time throughout the term of this Agreement.
- 13.3** **Interpretation:** This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes all prior verbal or written Agreements between the parties with respect thereto. This Agreement may only be amended by written document, properly authorized, executed and delivered by both parties hereto. This Agreement shall be interpreted as a whole unit and section headings are for convenience only. The laws of the State of Florida shall govern this Agreement and all

interpretations.

- 13.4 Venue:** In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall be in the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, for claims under state law, and the Southern District of Florida for any claims under which a U.S. District Court may have subject matter jurisdiction.
- 13.5 Mediation:** In the event of a dispute between the parties in connection with this Agreement, the parties agree to submit the disputed issue or issues to a mediator for non-binding mediation prior to filing a lawsuit. This non-binding mediation is a condition precedent to any lawsuit. The parties shall agree on a mediator chosen from a list of certified mediators available from the Clerk of Court for Miami-Dade County. The parties shall equally share the fee of the mediator. To the extent allowed by law, the mediation process shall be confidential and the results of the mediation or any testimony or argument introduced at the mediation shall be inadmissible as evidence in any subsequent proceeding concerning the disputed issue.
- 13.6 Statutory Duties:** The duties and obligations imposed upon the Contractor by this Agreement and the rights and remedies available to the City hereunder shall be in addition to, and not a limitation of, any otherwise imposed or available by law or statute.
- 13.7 Severability:** If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable.
- 13.8 Survival of Provisions:** Any terms or conditions of this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.
- 13.9 Attorneys' Fees and Waiver of Jury Trial:** If either the City or Contractor is required to enforce the terms of this Agreement by court proceedings or otherwise, whether formal legal action is required, the parties shall bear their own attorney fees, costs, and expenses, at the trial and appellate level. In the event of any litigation arising out of this Agreement. EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.
- 13.10 Counterparts:** This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterpart shall constitute the same instrument.



**13.11 Authorization to Sign Contract:** The execution and delivery of this Agreement by both parties is within their capacity and all requisite action has been taken to make this Agreement valid and binding on the parties in accordance with its terms.

**13.12 Public Records:** Notwithstanding anything contained herein, as provided under Section 119.0701, Fla. Stat., if Contractor: (i) provides a service; and (ii) acts on behalf of City as provided under Section 119.011(2) Fla. Stat., the Contractor shall comply with the requirements of Section 119.0701, Fla. Stat., as it may be amended from time to time. The Contractor is specifically required to:

- (a) Keep and maintain public records required by the City to perform services as provided under this Agreement.
- (b) Upon request from the City's Custodian of Public Records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat., or as otherwise provided by law. The Contractor further agrees that all fees, charges, and expenses shall be determined in accordance with City fees associated with public records requests.
- (c) Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the City.
- (d) Upon completion of the Agreement, the Contractor shall transfer, at no cost to the City, all public records in possession of the Contractor unless notified by City's representative/liaison, on behalf of the City's custodian of public records, to keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically by the Contractor must be provided to City, upon request of the City's custodian of public records, in a format that is compatible with the information technology systems of City, and at no cost to City.

Failure of the Contractor to comply with the requirements of this article shall be a material breach of this Agreement. City shall have the right to exercise all remedies available to it, including but not limited to, the right to terminate for cause. The Contractor acknowledges that it has familiarized itself with the requirements of Chapter 119, Fla. Stat., and other requirements of state law applicable to public records not specifically set forth herein.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CITY CLERK AT 17011 NE 19 AVENUE, NORTH MIAMI BEACH, FL 33162, BY E-MAIL AT ANDRISE.BERNARD@CITYNMB.COM OR BY TELEPHONE AT 305-787-6001.**

- 13.13 E-Verify:** Pursuant to a recent change in state law approved by the Florida Legislature, all government agency contracts are required to have a clause regarding "e-verify." Accordingly, to the extent the City does not already include language similar to the below, all procured contracts should include the following clause:

*As a condition precedent to entering into this AGREEMENT, and in compliance with Section 448.095, Fla. Stat., Contractor, and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.*

The following terms and conditions also apply:

- (a) Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.
- (b) City, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.
- (c) City, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately

terminate the contract with the subcontractor.

- (d) A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this Agreement by the City for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the City because of termination of any contract for a violation of this section.
- (e) Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

**13.14 Scrutinized Companies:** By execution of this Agreement, in accordance with the requirements of §§287.135 and 215.473, Fla. Stat., Contractor certifies that Contractor is not participating in a boycott of Israel. Contractor further certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Contractor been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of this Agreement. The City shall provide notice, in writing, to Contractor of the City's determination concerning the false certification. Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active Agreement term, Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to §287.135, Fla. Stat., as amended from time to time.

**[REMINDER OF PAGE LEFT BLANK – SIGNATURES ON FOLLOWING PAGE]**

IN WITNESS WHEREOF, the Parties have executed this Agreement by their proper officials,  
duly authorized to do so the date above first written.

**CITY OF NORTH MIAMI BEACH**

\_\_\_\_\_  
Mario A. Díaz, City Manager

**ATTEST:**

\_\_\_\_\_  
Andrise Bernard, City Clerk

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE  
USE AND RELIANCE OF THE CITY OF NORTH MIAMI BEACH ONLY:**

\_\_\_\_\_  
Joseph Geller, City Attorney

**NORTH MIAMI BEACH YOUTH ATHLETIC CLUB, INC.**

  
\_\_\_\_\_  
Randolph White, President

**WITNESS**

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

**RESOLUTION NO. R2024-XX**

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING AN AGREEMENT WITH NORTH MIAMI BEACH YOUTH ATHLETIC CLUB, INC. AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to Chapter 166, Florida Statutes and Section 1.4 of the Charter of the City of North Miami Beach (“City”), the City shall have all available governmental, corporate, and proprietary powers and may exercise them except when prohibited by law; and

**WHEREAS**, the City Parks and Recreation Department provides field space and operational support for the North Miami Beach Youth Athletic Club, Inc. (“Sun Devils”); and

**WHEREAS**, the Sun Devils provide youth football and cheerleading services to the community and visitors throughout the year; and

**WHEREAS**, the City Manager, City Attorney, along with the Director of Parks and Recreation recommend that the City Commission approve and authorize the City Manager or designee to enter into a use agreement with the Sun Devils; and

**WHEREAS**, the Mayor and City Commission believe it is in the best interests of the City to authorize the City Manager or designee to enter into a use agreement with the Sun Devils.

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

**Section 1.** The foregoing whereas clauses are true and correct and adopted as the legislative and administrative findings of the City Commission and made a specific part of this Resolution; all exhibits attached hereto are made a specific part of this Resolution.

**Section 2.** The Use Agreement with the North Miami Beach Youth Athletic Club, Inc, for recreational athletic services at various Parks and Recreation athletic fields in the City of North Miami Beach, attached as Exhibit “A,” is approved and the City Manager or designee is authorized to sign the Use Agreement on behalf of the City.

**Section 3.** The City Manager or designee is authorized to do all things necessary to effectuate this Resolution.

**Section 4.** All Resolutions or parts of Resolutions in conflict with this Resolution are repealed to the extent of such conflict.

**Section 5.** Any scrivener or typographical errors that do not affect intent may be

corrected with notice to, and the authorization of the City Attorney and City Manager without further process.

**Section 6.** If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given affect without the invalid provision or application, and to this end the provisions of this Resolution are declared to be severable.

**Section 7.** This Resolution shall take effect immediately upon adoption.

**APPROVED AND ADOPTED** by the City of North Miami Beach City Commission at the regular meeting assembled this **16<sup>th</sup> day of April 2024.**

ATTEST:

---

ANDRISE BERNARD, MMC  
CITY CLERK

---

EVAN S. PIPER  
MAYOR

(CITY SEAL)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE  
AND RELIANCE OF THE CITY OF NORTH MIAMI BEACH ONLY:

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JOSEPH S. GELLER

CITY ATTORNEY

SPONSORED BY: Mayor and City  
Commission



**Consent Agenda  
9.7.**

City of North Miami Beach  
17011 NE 19 Avenue  
North Miami Beach, FL 33162  
305-947-7581  
[www.citynmb.com](http://www.citynmb.com)

**MEMORANDUM**

---

<b>TO:</b>	Mayor and City Commission
<b>FROM:</b>	Ricardo Castillo, Chief Information Officer
<b>VIA:</b>	City Manager Mario A. Diaz
<b>DATE:</b>	April 16, 2024

---

**RE:** Resolution No. R2024-50 Approving Change Order to the Piggyback Contract with B&H Foto dba B & H (Ricardo Castillo, Chief Information Officer)

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**Description**

**BACKGROUND ANALYSIS:** The City of North Miami Beach is piggybacking a contract with B&H Photo to purchase various audio-Visual Equipment, Accessories and Services. The City Commission approved Resolution R2023-90 for a \$100,000 annual expenditure with B&H Photo. At the time of contract renewal, the IT Department is requesting an additional \$100,000 to make the total annual contract expenditure to \$200,000. The Contract is renewed through March 31, 2025, with an option to renew for an additional year through March 31, 2026.

**RECOMMENDATION:** City Manager and Chief Procurement Officer recommend that the City Commission approve and authorize the City Manager or designee to execute a Change Order to the previously approved piggyback contract with B & H Foto, Inc to increase the previously approved expenditure by \$100,000.00 for a total annual expenditure of \$200,000.00.

**FISCAL/ BUDGETARY IMPACT:** As approved in the adopted FY24 budget appropriation.

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**ATTACHMENTS:**

## Description

- Exhibit A - Change Order
- Resolution





## EXHIBIT A

## CHANGE ORDER FORM

PROCUREMENT MANAGEMENT DIVISION

(Revised 5.1.23)

Title:	Contract No.: _____  Purchase Order No.: _____
Vendor:	Change Order No.:
Contract Award Date:	Completion Date:
Revised Completion Date (prior to this change):	Extension(s) of Time Previously Approved:      days
Revised Completion Date (including this change):	

Summary of Amount	
Original Amount	\$
Change Orders Previously Approved	\$
Adjusted Value Prior to this Change Order	\$
Cost of Changes in this Change Order	\$
Adjusted Amount Including this Change	\$
Percentage Increase this Change Order	%
Total Percent Increase to Date	%
Extension of Time Allowed by this Change -	days

Description of Change:

Procurement Notes:

Account Number: \_\_\_\_\_

**Code of Ordinances – Chapter III Purchasing, 3-3.20 Change Orders**

*The City Manager may approve any change orders so long as the total sum of all change orders does not exceed the total amount awarded by the City Commission by more than either ten percent of the contract cost or \$50,000.00, whichever is less. The scope of any project may not be changed without prior approval of the City Commission. No increase in contract price shall be approved unless there are sufficient funds available for such purpose.*

***This change order is hereby incorporated into and becomes a part of the Contract.***

RECOMMENDED:

\_\_\_\_\_  
(Project Manager / Preparer)

By:

\_\_\_\_\_  
(Division Approval)

\_\_\_\_\_  
(Signature) (Date)

By:

\_\_\_\_\_  
(Department Head) (Date)

APPROVED:

By:

\_\_\_\_\_  
(Finance Department) (Date)

By:

\_\_\_\_\_  
(Procurement Department) (Date)

By:

\_\_\_\_\_  
(Mario A. Diaz, City Manager) (Date)



October 27, 2023

Israel Mamann  
Manager – B2B Contracts  
B&H Foto and Electronics DBA B&H  
420 Ninth Ave.  
New York, NY 10001  
Email: [israelm@bhphoto.com](mailto:israelm@bhphoto.com)

Re: Renewal Award of Contract # R201202

Dear Mr. Mamann:

Per official action taken by the Board of Directors of Region 4 Education Service Center on October 24, 2023, Region 4 ESC is pleased to announce that B&H Foto and Electronics DBA B&H has been awarded an annual contract renewal for the following, based on the sealed proposal submitted to Region 4 on December 15, 2020, and subsequent performance thereafter:

**Contract**

Audio Visual Equipment, Accessories & Services

The contract will expire on March 31, 2025, completing the fourth year of a five-year term contract. The contract is available through OMNIA Partners, Public Sector. Your designated OMNIA Partners, Public Sector contact is Deborah Bushnell, at (713) 554-7348 or [deborah.bushnell@omniapartners.com](mailto:deborah.bushnell@omniapartners.com).

The partnership between B&H Foto and Electronics DBA B&H, Region 4 and OMNIA Partners, Public Sector can be of great help to participating agencies. Please provide copies of this letter to your sales representative(s) to assist in their daily course of business.

Sincerely,

DocuSigned by:  
  
30EE15BEEF1C4C6...

Robert Zingelmann  
Chief Financial Officer, Finance and Operations Services

## **RESOLUTION NO. 2024-**

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING A CHANGE ORDER TO THE PIGGYBACK CONTRACT WITH B & H FOTO, INC D/B/A B & H. FOR THE PURCHASE OF AUDIO VISUAL EQUIPMENT, ACCESSORIES AND SERVICES; INCREASING THE ESTIMATED BUDGETED AMOUNT BY \$100,000.00; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to Chapter 166, *Florida Statutes* and Section 1.4 of the Charter of the City of North Miami Beach ("City"), the City shall have all available governmental, corporate, and proprietary powers and may exercise them except when prohibited by law; and

**WHEREAS**, on October 26<sup>th</sup>, 2023, the City Commission approved Resolution R2023-90 authorizing a piggyback contract between the City and B & H Foto, Inc, d/b/a B&H. ("B & H") for the purchase Citywide audio-visual equipment, accessories, and services in an estimated budgeted amount of \$100,000.00; and

**WHEREAS**, the North Miami Beach Information Technology Department has determined that an increase of \$100,000.00 to the previously approved piggyback contract with B & H will be sufficient to continue to meet the City's audio-visual needs ("Change Order"); and

**WHEREAS**, Section 3-3.20 of the Code of Ordinances City of North Miami Beach, Florida, 2008 ("Code") requires that change orders exceeding 10% or \$50,000.00, whichever is less, shall be approved by the City Commission; and

**WHEREAS**, the City Manager and Chief Procurement Officer recommend that the City Commission approve and authorize the City Manager or designee to execute the Change Order to the previously approved piggyback contract with B & H to increase the previously approved expenditure by \$100,000.00 for a total annual expenditure of \$200,000.00; and

**WHEREAS**, the Mayor and City Commission believe it is in the best interests of the City approve and authorize the City Manager or designee to execute the Change Order to the previously approved piggyback contract with B & H to increase the previously approved expenditure by \$100,000.00 for a total annual expenditure of \$200,000.00 for the purchase of audio-visual equipment, accessories, and services.

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

**Section 1.** The foregoing whereas clauses are true and correct and adopted as the legislative and administrative findings of the City Commission and made a specific part of this Resolution; all exhibits attached hereto are made a specific part of this Resolution.

**Section 2.** The Change Order, attached as Exhibit “A,” to the previously approved piggyback contract with B & H Foto, Inc., thereby increasing the total annual expenditure to \$200,000.00, to purchase audio-visual equipment, accessories, and services, is approved.

**Section 3.** The City Manager or designee is authorized to do all things necessary to effectuate this Resolution.

**Section 4.** All Resolutions or parts of Resolutions in conflict with this Resolution are repealed to the extent of such conflict.

**Section 5.** Any scrivener or typographical errors that do not affect intent may be corrected with notice to, and the authorization of the City Attorney and City Manager without further process.

**Section 6.** If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are declared to be severable.

**Section 7.** This Resolution shall take effect immediately upon adoption.

**APPROVED AND ADOPTED** by the City of North Miami Beach City Commission at the regular meeting assembled this **16<sup>th</sup> day of April 2024**.

**[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]**

ATTEST:

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ANDRISE BERNARD, MMC  
CITY CLERK

---

EVAN S. PIPER  
MAYOR

(CITY SEAL)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE  
AND RELIANCE OF THE CITY OF NORTH MIAMI BEACH ONLY:

---

JOSEPH S. GELLER  
CITY ATTORNEY

Sponsored by: Mayor & Commission



**Consent Agenda  
9.8.**

City of North Miami Beach  
17011 NE 19 Avenue  
North Miami Beach, FL 33162  
305-947-7581  
[www.citynmb.com](http://www.citynmb.com)

**MEMORANDUM**

---

<b>TO:</b>	Mayor and City Commission
<b>FROM:</b>	Shereece George Depusoir, Chief Procurement Officer
<b>VIA:</b>	Mario A. Diaz, City Manager
<b>DATE:</b>	April 16, 2024

---

Resolution No. R2024-51 Approving the Final Five (5) Year Lease Agreement Extension Between the  
**RE:** City and Miami-Dade County for the Use of Fire Station No.31 (Shereece George Depusoir, Chief Procurement Officer)

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**Description**

**BACKGROUND  
ANALYSIS:**

In January 1979, the City of North Miami Beach retroactively entered into an agreement with Miami Dade County adopted by the Miami Dade County Board of County Commissioners through Resolution No.R-101-79, to lease 17050 N.E. 19<sup>th</sup> Avenue, to be utilized as a Fire Station for a twenty-five (25) year term with five (5) successive five (5) year periods.

Through our continued partnership with Miami-Dade, four successive renewals have been executed by Miami-Dade County for the following terms 2003-2008, 2008-2013, 2013-2018, 2018-2023.

The Final five year term has been retroactively executed from April 1, 2023-March 31, 2028.

**RECOMMENDATION:** The City Manager and the Chief Procurement Officer recommend that the City Commission approve the final five year lease agreement renewal with Miami-Dade County at 17050 N.E. 19<sup>th</sup> Avenue

**FISCAL/ BUDGETARY  
IMPACT:**

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ATTACHMENTS:

Description

- Exhibit A
- Resolution





miamidade.gov

**EXHIBIT A**

**Internal Services**

Director's Office  
111 NW 1<sup>st</sup> Street • 24<sup>th</sup> Floor  
Miami, Florida 33128  
T 305-375-5893 F 305-372-6084

March 28, 2024

Via Email and Certified Mail  
Receipt #: 7020 0090 0000 1743 2685

Mr. Mario A. Diaz  
City Manager  
City of North Miami Beach  
17011 NE 19 Avenue, Fourth Floor  
North Miami Beach, Florida 33162

Re: Renewal of Lease Agreement  
Property Located at 17050 NE 19 Avenue, North Miami Beach Fire Station #31  
Lease Agreement No.: 07-2209-006-0120-LO1

Dear Mr. Diaz:

Thank you for your ongoing and continued partnership. On January 16, 1979, Miami-Dade County (County) entered into a Lease Agreement with the City of North Miami Beach, as lessor, which was amended on June 4, 2009 and most recently renewed for the period April 1, 2018 through March 31, 2023. I am contacting you because the County does not have any written documentation evidencing a current renewal of the Lease Agreement for the period commencing April 1, 2023.

As, a result, please be advised that pursuant to Article XV of the Lease Agreement, the County is exercising its option to renew the Lease Agreement, for an additional five-year period, beginning retroactively on April 1, 2023 to the date of expiration March 31, 2028.

I am available should you have any questions regarding this matter, you can contact me by email at [alex.munoz@miamidade.gov](mailto:alex.munoz@miamidade.gov) or at (305)375-1113. Please direct any correspondence related to this matter to Yeanli Velez, Real Estate Officer, Internal Services Department, 111 NW First Street, 23<sup>rd</sup> Floor, Miami, Florida 33128-1907, or by email at: [Yeanli.Velez@miamidade.gov](mailto:Yeanli.Velez@miamidade.gov).

Sincerely,

Alex Muñoz  
Director

- c: Raied Jadallah, Fire Chief, Miami-Dade Fire Rescue Department  
Daniel Borges, Assistant Director, Internal Services Department  
Katrina Mirazo, Real Estate Bureau Manager, Miami-Dade Fire Rescue Department  
Dawn Soper, Director, Real Estate Development Division, Internal Services Department  
Natalia Pastor, Real Estate Officer, Internal Services Department

*Delivering Excellence Every Day*

## **RESOLUTION NO. 2024-XX**

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING THE FINAL FIVE (5) YEAR LEASE AGREEMENT EXTENSION BETWEEN THE CITY AND MIAMI-DADE COUNTY FOR THE USE OF FIRE STATION NO. 31 LOCATED AT 17050 N.E. 19TH AVENUE, NORTH MIAMI BEACH; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to Chapter 166, *Florida Statutes* and Section 1.4 of the Charter of the City of North Miami Beach (“City”), the City shall have all available governmental, corporate, and proprietary powers and may exercise them except when prohibited by law; and

**WHEREAS**, Section 3-4.5(r) of the City’s Code of Ordinances (“Code”) provides that contract with and purchases from other public entities shall be exempt from the bidding process and subject to the spending limitation provided in subsection 3-3.14a; and

**WHEREAS**, in January 1979, the City entered into an agreement with Miami Dade County to lease City property located at 17050 N.E. 19<sup>th</sup> Avenue, to be utilized as a Fire Station for a twenty-five (25) year term with five (5) successive five (5) year extension periods (“Agreement”); and

**WHEREAS**, subsequently, Miami-Dade County has renewed the Agreement successively four of the five renewal terms; and

**WHEREAS**, Miami-Dade County has exercised the final five-year lease renewal term extension retroactively commencing April 1, 2023 through March 31, 2028; and

**WHEREAS**, the City Manager and the Chief Procurement Officer recommend that the City Commission approve the final five-year extension of the Agreement; and

**WHEREAS**, the Mayor and City Commission determine it is in the best interests of the City to approve the final five-year extension of the Agreement with Miami-Dade County for Fire Station No.31 located 17050 N.E. 19<sup>th</sup> Avenue 17050 N.E. 19<sup>th</sup> Avenue.

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

**Section 1.** The foregoing whereas clauses are true and correct and adopted as the legislative and administrative findings of the City Commission and made a specific part of this Resolution; all exhibits attached hereto are made a specific part of this Resolution.

**Section 2.** The final five-year extension of the Agreement with Miami-Dade County for

**RESOLUTION NO. 2024-XX**

Fire Station No. 31 located 17050 N.E. 19<sup>th</sup> Avenue, North Miami Beach, FL, attached as Exhibit “A” is approved.

**Section 3.** The City Manager or designee is authorized to do all things necessary to effectuate this Resolution.

**Section 4.** All Resolutions or parts of Resolutions in conflict with this Resolution are repealed to the extent of such conflict.

**Section 5.** Any scrivener or typographical errors that do not affect intent may be corrected with notice to, and the authorization of the City Attorney and City Manager without further process.

**Section 6.** If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are declared to be severable.

**Section 7.** This Resolution shall take effect immediately upon adoption.

**APPROVED AND ADOPTED** by the City of North Miami Beach City Commission at the regular meeting assembled this **16<sup>th</sup> day of April 2024**.

ATTEST:

---

ANDRISE BERNARD, MMC  
CITY CLERK

---

EVAN S. PIPER  
MAYOR

(CITY SEAL)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE  
AND RELIANCE OF THE CITY OF NORTH MIAMI BEACH ONLY:

---

JOSEPH S. GELLER  
CITY ATTORNEY

Sponsored by: Mayor & Commission

**RESOLUTION NO. 2024-XX**



**Consent Agenda  
9.9.**

City of North Miami Beach  
17011 NE 19 Avenue  
North Miami Beach, FL 33162  
305-947-7581  
[www.citynmb.com](http://www.citynmb.com)

**MEMORANDUM**

---

<b>TO:</b>	Mayor and City Commission
<b>FROM:</b>	
<b>VIA:</b>	City Manager Mario A. Diaz
<b>DATE:</b>	April 16, 2024

---

**RE:** Resolution No. R2024-52 to Change the June Commission Meeting from June 18, 2024, to June 27, 2024. (Mario A. Diaz, City Manager)

---

**Description**

**BACKGROUND**

**ANALYSIS:**

**RECOMMENDATION:**

**FISCAL/ BUDGETARY  
IMPACT:**

---

**ATTACHMENTS:**

**Description**

☐ Resolution No. R2024-XX Amending June 2024 City Commission Meeting Date

## RESOLUTION NO. R2024-XX

### A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AMENDING RESOLUTION R2023-95 TO CHANGE THE DATE OF THE CITY COMMISSION MEETING FOR JUNE 2024; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, pursuant to Chapter 166, *Florida Statutes* and Section 1.4 of the Charter of the City of North Miami Beach (“City”), the City shall have all available governmental, corporate, and proprietary powers and may exercise them except when prohibited by law; and

**WHEREAS**, on November 8, 2016, the electorate approved amending the City of North Miami Beach's Charter to reduce the number of regular City Commission meetings to no less than 11 monthly meetings per year; and

**WHEREAS**, on October 17, 2023 the City Commission adopted Resolution R2023-95 establishing the schedule for the 2024 City Commission Meetings (“2024 Meeting Schedule”); and

**WHEREAS**, the Mayor and City Commission wish to amend the previously approved 2024 Meeting Schedule to change the June meeting date from June 18<sup>th</sup> to June 27<sup>th</sup>.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA.<sup>1</sup>**

**Section 1.** The foregoing whereas clauses are true and correct and adopted as the legislative and administrative findings of the City Commission and made a specific part of this Resolution; all exhibits attached hereto are made a specific part of this Resolution.

**Section 2.** The Mayor and City Commission amend approve the 2024 Meeting Schedule.

REGULAR CITY COMMISSION MEETING DATES	ALTERNATE MEETING DATES
Tuesday, January 16, 2024 at 6:00 pm	Thursday, January 25, 2024
Tuesday, February 20, 2024 at 6:00 pm	Thursday, February 22, 2024
Tuesday, March 19, 2024 at 6:00 pm	Thursday, March 28, 2024

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<sup>1/</sup> Additions to existing text are shown by underline, changes to existing text on second reading are shown by double underline, and deletions are shown as ~~strikethrough~~.

Tuesday, April 16, 2024 at 6:00 pm	Thursday, April 25, 2024
Tuesday, May 21, 2024 at 6:00 pm	Thursday, May 23, 2024
<del>Tuesday</del> <u>Thursday</u> , June 18 <u>27</u> , 2024 at 6:00 pm	<del>Thursday, June 27, 2024</del>
Tuesday, July 16, 2024 at 6:00 pm	Thursday, July 25, 2024
Tuesday, August 20, 2024 at 6:00 pm	Thursday, August 22, 2024
Tuesday, September 17, 2024 at 6:00 pm	Thursday, September 26, 2024
Tuesday, October 15, 2024 at 6:00 pm	Thursday, October 24, 2024
No Commission Meeting (City Election)	No Commission Meeting (City Election)
Tuesday, December 17, 2024 at 6:00 pm	Thursday, December 26, 2024

**Section 3.** This Resolution shall become effective immediately upon approval.

**APPROVED AND ADOPTED** by the City of North Miami Beach City Commission at the regular meeting assembled this **18<sup>th</sup> day of April, 2024.**

ATTEST:

\_\_\_\_\_  
ANDRISE BERNARD, MMC  
CITY CLERK

\_\_\_\_\_  
EVAN S. PIPER  
MAYOR

(CITY SEAL)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE  
AND RELIANCE OF THE CITY OF NORTH MIAMI BEACH ONLY:

\_\_\_\_\_  
JOSEPH GELLER.  
CITY ATTORNEY

Sponsored by: Mayor & Commission

**RESOLUTION NO. R2024-XX**



**Consent Agenda  
9.10.**

City of North Miami Beach  
17011 NE 19 Avenue  
North Miami Beach, FL 33162  
305-947-7581  
[www.citynmb.com](http://www.citynmb.com)

**MEMORANDUM**

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<b>TO:</b>	Mayor and City Commission
<b>FROM:</b>	Shereece George Depusoir, Chief Procurement Officer
<b>VIA:</b>	Mario A. Diaz, City Manager
<b>DATE:</b>	April 16, 2024

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Resolution No. R2024-53 Approving a Five Year Extension of the Interlocal Agreement with Miami-Dade County Office of Film and Entertainment for Permitting (Shereece George Depusoir, Chief Procurement Officer)

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**Description**

The Miami-Dade County Board of County Commissioners Ordinance No. 91- 50, established the Miami-Dade Office of Film and Entertainment ("Film Office") as a one stop permitting process for film and still photography production companies.

**BACKGROUND  
ANALYSIS:**

On February 20, 2018, the City Commission approved Resolution No. R2018-15, to enter into an interlocal agreement authorizing Miami-Dade County Office of Film and Entertainment to issue permits for a period of five (5) years, with an option to renew for an additional period of five (5) years. City of North Miami Beach has appointed a representative to act as a liaison to the Film Office, the representative will coordinate the use of facilities and approve the issuance of permits subject to the City's guidelines.

Miami-Dade County has administratively exercised the five-year lease renewal term extension retroactively commencing March 9, 2023, through March 8, 2028

**RECOMMENDATION:**

The City Manager and the Chief Procurement Officer recommend that the City Commission approve the final five-year extension of the Agreement.

**FISCAL/ BUDGETARY  
IMPACT:**

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ATTACHMENTS:

	Description
	Exhibit A
	Resolution



## EXHIBIT A

### INTERLOCAL AGREEMENT FILM PERMITTING MIAMI-DADE COUNTY – CITY OF NORTH MIAMI BEACH

**WHEREAS**, the Board of County Commissioners passed Ordinance 91-50, in order to effect a one stop permitting process within the Miami-Dade Office of Film and Entertainment ("Film Office"); and

**WHEREAS**, the Ordinance allows for the County to enter into interlocal agreements with the various municipalities within Miami-Dade County in order for the Miami-Dade Film Office to permit for use of municipal property and services; and

**WHEREAS**, the various municipalities have expressed willingness to enter into agreement with Miami-Dade County to perform this function on their behalf.

**NOW THEREFORE**, for and in consideration of the terms, conditions and covenants contained herein, Miami-Dade County and the City of North Miami Beach hereto agree as follows:

1. Purpose: The City of North Miami Beach hereby authorizes the County, through its Film Office, to issue permits to film and still photography production companies allowing them to utilize City facilities and services as authorized by the City.
2. Term: The City grants authorization to the County, through its Film Office, to issue permits for the period of five years, commencing ten (10) days from the date of approval of this agreement by both parties.
3. Option to Renew: The County or the City of North Miami Beach may, upon written notice to the other, thirty (30) days prior to the expiration of this agreement, renew this agreement for a period of five years.
4. Cancellation: This agreement may be canceled by either party by providing written notice of intention to terminate, with 30 days prior notice, with or without cause. Any permits which may have been issued prior to termination, but covering dates after the termination date will be honored.
5. Liaison: The City of North Miami Beach will appoint a representative to act as liaison to the Film Office, and who will coordinate City facilities and services, and who shall have the authority to authorize the issuance of permits by the County on behalf of the City.
6. Advance Notice: The County agrees to provide written notice to the City of North Miami Beach, via facsimile and U.S. mail, of requests for City facilities or services within one working day of receipt of the request from a production company for such service. The City retains the right to deny issuance of a permit based on insufficient advance notice.
7. Insurance: The County, through its Film Office agrees to obtain from any production company issued a permit for the City, an insurance certificate, naming the City as additionally insured, in the amount of one million dollars (\$1,000,000.00) for film production and for still photography, providing for comprehensive general liability coverage. In the event that the County fails to verify required insurance, and the City has not waived said requirement, the County shall assume liability under state tort law, within limitations described by 768.28 of Florida Statutes. Verifying insurance means that the County obtains a copy of the production company's liability insurance policy naming the City as an additional insured in the amounts described above.



8. Refusal: The City Manager in his/her discretion maintains the right to reject any permit application if the City Manager determines that it would not be in the best interest of the City to approve the permit application and the granting of the permit would not serve to promote the general welfare of the community.
9. Non Exclusive Rights: The City of North Miami Beach retains the right to issue authorization to any production company directly and without notice to the Film Office.
10. Priority Service Consideration: The County agrees that City services will be given first right to provide support service to production companies which are utilizing City property.
11. Guidelines: The City of North Miami Beach agrees to provide in writing, Guidelines to govern the issuance of permits issued on the City's behalf. These Guidelines are subject to revision at any time, subject to ten (10) days written notice to the Film Office. All Guidelines must conform to law.
12. Facilities: The City of North Miami Beach agrees to provide in writing, a schedule of facilities, services and associated fees and required deposits, which it wishes to make available for use. Further, the County agrees to forward any requests for special facilities which the City may own or control and may be requested by a production company.
13. Collections: The City of North Miami Beach agrees that they will be responsible for the billing and collection of any fees or charges assessed to a production company for use of facilities and/or services and the County will in no way be liable for such charges, if unpaid. The County shall not issue permits to film and still photography production companies that have unpaid fees or charges assessed by the City under this section, provided the City has notified the County of such unpaid fees or charges.
14. Hold Harmless: The City of North Miami Beach agrees that they will hold the County harmless and that the County will be in no way be liable for any damages caused by a production company permitted to film in the City, where the permit was issued with the appropriate authorization of the City's Liaison.
15. Cooperative Marketing: The County agrees to include the City in any cooperative marketing material which may be issued from the Film Office, and the terms and costs will be determined at the time of production. Further, the County agrees to list the City by name in any reference to "one stop Permitting and its participating municipalities."
16. Facility Photo File: The City agrees to provide the County with photographs of available areas or facilities which the City wishes to promote for the use of film production and the County agrees to make this material available to production companies, in an effort to market the City, County and South Florida to the film industry.
17. Notice: All legal notices regarding this agreement must be sent to the following address:

Miami - Dade County  
Deputy Mayor Jack Osterholt  
Attn: Office of Film & Entertainment  
111 NW 1st Street, 12th Floor  
Miami FL 33128

City of North Miami Beach  
City Manager  
17011 NE 19th Avenue  
North Miami Beach, Florida 33162  
-and-  
City of North Miami Beach  
City Attorney's Office  
17011 NE 19th Avenue  
North Miami Beach, Florida 33162

18. This agreement may be amended only by the mutual written consent of both parties.

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

ATTEST:

Harvey Ruvin, Clerk

MIAMI-DADE COUNTY BOARD OF COUNTY COMMISSIONERS

BY

Clerk

BY

Mayoral Clerk  
JACK OSTERHOET  
DEPUTY MAYOR  
MIAMI-DADE CTY. FL

Approved as to form

County Attorney

ATTEST:

City of North Miami Beach

Pursuant to Resolution R2018-15

BY

City Clerk

BY

City Manager

Approved as to form

City Attorney

## **RESOLUTION NO. 2024-XX**

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING A FIVE (5) YEAR EXTENSION OF THE INTERLOCAL AGREEMENT BETWEEN THE CITY AND MIAMI-DADE COUNTY FOR THE MIAMI-DADE OFFICE OF FILM AND ENTERTAINMENT TO ISSUE PERMITS TO FILM AND STILL PHOTOGRAPHY PRODUCTION COMPANIES, ALLOWING THE USE OF CITY FACILITIES AND SERVICES; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to Chapter 166, *Florida Statutes* and Section 1.4 of the Charter of the City of North Miami Beach ("City"), the City shall have all available governmental, corporate, and proprietary powers and may exercise them except when prohibited by law; and

**WHEREAS**, Section 3-4.5(r) of the City's Code of Ordinances ("Code") provides that contract with and purchases from other public entities shall be exempt from the bidding process and subject to the spending limitation provided in subsection 3-3.14a; and

**WHEREAS**, the Miami-Dade County Board of County Commissioners Ordinance No. 91- 50, established the Miami-Dade Office of Film and Entertainment ("Film Office") as a one stop permitting process for film and still photography production companies; and

**WHEREAS**, on February 20, 2018, the City Commission approved Resolution No. R2018-15, to enter into an interlocal agreement authorizing Miami-Dade County Office of Film and Entertainment ("Film Office") to issue permits to film and still photography production companies for a period of five (5) years, with an option to renew for an additional period of five (5) years; and

**WHEREAS**, Miami-Dade County has administratively exercised the five-year lease renewal term extension retroactively commencing March 9, 2023, through March 8, 2028; and

**WHEREAS**, the City Manager and the Chief Procurement Officer recommend that the City Commission approve the final five-year extension of the Agreement; and

**WHEREAS**, the Mayor and City Commission determine it is in the best interests of the City to approve the five-year extension of the Agreement with Miami-Dade County Office of Film and Entertainment to issue permits to film and still photography production companies.

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

**Section 1.** The foregoing whereas clauses are true and correct and adopted as the legislative and administrative findings of the City Commission and made a specific part of this Resolution; all exhibits attached hereto are made a specific part of this Resolution.

## **RESOLUTION NO. 2024-XX**

**Section 2.** The five-year extension of the Agreement with Office of Film and Entertainment to issue permits to film and still photography production companies, attached as Exhibit “A” is approved.

**Section 3.** The City Manager or designee is authorized to do all things necessary to effectuate this Resolution.

**Section 4.** All Resolutions or parts of Resolutions in conflict with this Resolution are repealed to the extent of such conflict.

**Section 5.** Any scrivener or typographical errors that do not affect intent may be corrected with notice to, and the authorization of the City Attorney and City Manager without further process.

**Section 6.** If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given affect without the invalid provision or application, and to this end the provisions of this Resolution are declared to be severable.

**Section 7.** This Resolution shall take effect immediately upon adoption.

**APPROVED AND ADOPTED** by the City of North Miami Beach City Commission at the regular meeting assembled this **16<sup>th</sup> day of April 2024**.

ATTEST:

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ANDRISE BERNARD, MMC  
CITY CLERK

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EVAN S. PIPER  
ACTING MAYOR

(CITY SEAL)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE  
AND RELIANCE OF THE CITY OF NORTH MIAMI BEACH ONLY:

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JOSEPH S. GELLER  
CITY ATTORNEY

Sponsored by: Mayor & Commission

**RESOLUTION NO. 2024-XX**



## Legislation 11.1.

City of North Miami Beach  
17011 NE 19 Avenue  
North Miami Beach, FL 33162  
305-947-7581  
[www.citynmb.com](http://www.citynmb.com)

### MEMORANDUM

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<b>TO:</b>	Mayor and City Commission
<b>FROM:</b>	Edward Ng, AICP, Interim Community Development Director Daniel Lozandier, Senior Planner
<b>VIA:</b>	Mario A. Diaz, City Manager
<b>DATE:</b>	April 16, 2024

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**RE:** Ordinance No. 2024-02 (Second Reading) Text Amendment Ordinance for Animal Hotel Boarding  
(Edward Ng, AICP, Interim Community Development Director)

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#### Description

#### BACKGROUND ANALYSIS:

The proposed amendment is part of a comprehensive process to modernize and update the Zoning and Land Development Code (ZLDC). The proposed amendment modifies existing language and references to the definition of “Kennel” and to add the term “Animal Boarding” to Section 24-22 of the ZLDC ; and amending Article V "Zoning Use Districts" to streamline and correct permitted and conditional uses to add “Animal Boarding” as a conditional use to the permitted and conditional uses listed in the B-1, B-2, B-3, B-4, B-5, and Mixed-Use Districts of the ZLDC.

#### RECOMMENDATION:

A public hearing was held on November 13, 2023. The Planning and Zoning Board voted 5 to 0 with recommendation of approval for the proposed text amendment.

#### FISCAL/ BUDGETARY IMPACT:

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#### ATTACHMENTS:

##### Description

- ❑ Animal Hotel Boarding Ordinance - Staff Report

- ▣ Animal Hotel Boarding Ordinance - Resolution
- ▣ Animal Hotel Boarding Ordinance - Staff Presentation





**Community Development Department – Planning & Zoning Division**  
**17050 NE 19<sup>th</sup> Avenue, 1<sup>st</sup> Floor**  
**North Miami Beach, FL 33162**  
**(305) 354-4456**

CITY COMMISSION MEETING STAFF REPORT		
<b>Meeting Date:</b> 03/19/2024	<b>File No:</b> 23-18	<b>Application Name:</b> Text Amendment Ordinance for Animal Boarding as a Conditional Use
<b>TEXT AMENDMENT</b>		
<b>Request:</b> To allow the City to provide guidelines and a framework for the business operation for Animal Boarding as a Conditional Use in a sustainable manner which is conducive to the intent of the City’s Zoning and Land Development Code.		
<b>Background:</b> The City's Planning and Zoning Board considered this item at a public hearing meeting on November 13, 2023, and voted <b>5 to 0</b> recommending approval of the proposed text amendment, finding the request and approval thereof is consistent with the Comprehensive Plan and meets the criteria set forth in the ZLDC.		
<b>Staff Analysis:</b> The City’s Code of Ordinances currently does not have any regulations or distinct definition for the Animal Boarding use. Current residents and future business owners are substantially requesting the use to be incorporated within City’s ZLDC.  The proposed text amendment is to modify the existing language and references to the definition term “Kennel” and to add the term “Animal Boarding” to Section 24-22 - Definitions of the ZLDC ; and amending Article V "Zoning Use Districts" to streamline and correct permitted and conditional uses to be consistent with the definition term, and to add the Animal Boarding use to the permitted and conditional uses listed in the B-1, B-2, B-3, B-4, B-5 and Mixed Use Districts as a conditional use.  <i>“Animal boarding means and includes every place kept or maintained for the care and socializing of household pets for any amount of time by a person other than the owner of the live animal. An animal boarding facility may also offer animal day care services. Animal boarding does not include facilities that provide breeding of animals, selling of animals, or facilities whose primary source of revenue is licensed veterinarian services”.</i>		

<b>Project Planner:</b> Daniel Lozandier Senior Planner <a href="mailto:Daniel.lozandier@citynmb.com">Daniel.lozandier@citynmb.com</a> 305-948-2966 Ext. 3341	<b>Review Dates:</b> <u>Planning &amp; Zoning Board:</u> November 13, 2023  <u>City Commission:</u> February 20, 2024 - (1 <sup>st</sup> Reading) March 19, 2024 - (2 <sup>nd</sup> Reading)	<b>Attachments</b> 1. Draft Ordinance 2. Staff Report
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**Compliance with the Code of Ordinance:**

Staff finds that amending the City of North Miami Beach Code of Ordinances Article V "Zoning Use Districts" to streamline and correct permitted and conditional uses to be consistent with the definition term, and to add the Animal Boarding use to the permitted and conditional uses listed in the B-1, B-2, B-3, B-4, B-5 and Mixed-Use Districts as a conditional use is consistent with the existing Code of Ordinances.

**Compliance with the Comprehensive Plan:**

Staff finds that amending the City of North Miami Beach Code of Ordinances Article V "Zoning Use Districts" to streamline and correct permitted and conditional uses to be consistent with the definition term, and to add the Animal Boarding use to the permitted and conditional uses listed in the B-1, B-2, B-3, B-4, B-5 and Mixed-Use Districts as a conditional use is consistent with the City's Comprehensive Plan.

**Board Motion Options for Items:**

1. **Move to continue** with direction.
2. **Move to approve** the Text Amendment (File# 23-18), to amend the City of North Miami Beach Code of Ordinances Article V "Zoning Use Districts" to streamline and correct permitted and conditional uses to be consistent with the definition term, and to add the Animal Boarding use to the permitted and conditional uses listed in the B-1, B-2, B-3, B-4, B-5 and Mixed-Use Districts" by finding that the request is consistent with the City Charter and the Comprehensive Plan, and meets criteria set forth in the Zoning and Land Development Regulations.
3. **Move to deny** the Text Amendment (File# 23-18), to amend the City of North Miami Beach Code of Ordinances Article V "Zoning Use Districts" to streamline and correct permitted and conditional uses to be consistent with the definition term, and to add the Animal Boarding use to the permitted and conditional uses listed in the B-1, B-2, B-3, B-4, B-5 and Mixed-Use Districts" by finding that the request is inconsistent with the City Charter and the Comprehensive Plan and does not meet the criteria set forth in the Zoning and Land Development Regulations.



## **ORDINANCE NO. 2024-XX**

**AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AMENDING CHAPTER 24 OF THE CODE OF ORDINANCES CITY OF NORTH MIAMI BEACH, FLORIDA, 2008 ENTITLED “NORTH MIAMI BEACH ZONING AND LAND DEVELOPMENT CODE”, BY AMENDING SECTION 24-22, “DEFINITION” TO MODIFY THE EXISTING DEFINITION “KENNEL” AND TO ADD THE TERM “ANIMAL BOARDING”; AMENDING ARTICLE V “ZONING USE DISTRICTS” TO ADD “ANIMAL BOARDING” AS A CONDITIONAL USE TO THE PERMITTED AND CONDITIONAL USES LISTED IN THE B-1 LIMITED BUSINESS DISTRICT, B-2 GENERAL BUSINESS DISTRICT, B-3 INTENSIVE BUSINESS DISTRICT, B-4 DISTRIBUTION BUSINESS DISTRICT, B-5 DISTRIBUTION BUSINESS AND MEDIUM INDUSTRIAL DISTRICT, FULFORD MIXED-USE TOWN CENTER DISTRICT (MU/TC), MIXED-USE EMPLOYMENT CENTER DISTRICT (MU/EC), MIXED-USE NEIGHBORHOOD CENTER DISTRICT (MU/NC), ARCH CREEK MIXED-USE CORRIDOR DISTRICT (MU/C), SOUTHERN MIXED-USE WATERFRONT DISTRICT (MU/SWF), NORTHERN MIXED-USE WATERFRONT DISTRICT (MU/NWF), EASTERN MIXED-USE WATERFRONT DISTRICT (MU/EF), AND INTERNATIONAL BOULEVARD DISTRICT (MU/IB); PROVIDING FOR CODIFICATION, CONFLICTS, SCRIVENER'S ERRORS, SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to Chapter 166, Florida Statutes and Section 1.4 of the Charter of the City of North Miami Beach (“City”), the City shall have all available governmental, corporate, and proprietary powers and may exercise them except when prohibited by law; and

**WHEREAS**, the City Zoning and Land Development Code (“ZLDC”) defines and regulates the various uses permitted within each zoning district of the City; and

**WHEREAS**, the City Comprehensive Plan and ZLDC provide for policies and regulations that address concerns such as aesthetics and compatibility by emphasizing site design, circulation and building form; and

**WHEREAS**, by focusing zoning regulations on site design, circulation and building form the predictability of development that meets City goals and objectives is increased and the conventional approach to strictly regulating land uses is no longer a practical approach to regulating zoning; and

**WHEREAS**, the proposed amendment is part of a comprehensive process to modernize and update the ZLDC, and

## **ORDINANCE NO. 2024-XX**

**WHEREAS**, the proposed amendment modifies existing language and references to the definition of “Kennel” and to add the term “Animal Boarding” to Section 24-22 of the ZLDC ; and amending Article V "Zoning Use Districts" to streamline and correct permitted and conditional uses to add “Animal Boarding” as a conditional use to the permitted and conditional uses listed in the B-1, B-2, B-3, B-4, B-5, and Mixed-Use Districts of the ZLDC; and

**WHEREAS**, the City's Planning and Zoning Board, sitting as the Local Planning Agency, held a duly noticed public hearing on November 13, 2023, and reviewed the proposed amendment for consistency with the City of North Miami Beach's Comprehensive Plan, and recommended approval by a vote of 5 to 0; and

**WHEREAS**, the Mayor and City Commission find the proposed amendment to be consistent with the North Miami Beach Comprehensive Plan, the ZLDC, and adoption of this Ordinance to be in the best interests of the City.

**NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA:**<sup>1</sup>

**Section 1.** The foregoing whereas clauses are true and correct and adopted as the legislative and administrative findings of the City Commission and made a specific part of this Ordinance; all exhibits attached hereto are made a specific part of this Ordinance.

**Section 2.** Chapter XXIV “Zoning and Land Development,” Article II, entitled “Definitions,” Section 24-22 of the ZLDC is amended to read as follows:

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## ARTICLE II. DEFINITIONS

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### **Sec. 24-22 Definitions.**

For the purpose of enforcing and administering this Code, the following words shall have the definitions and meanings herein ascribed (see additional definitions in Article XIII, Signs):

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*Animal Boarding:* Animal boarding means and includes every place kept or maintained for the care, grooming, and socializing of household pets for any amount of time by a person other than the owner of the live animal. An animal boarding facility may also offer animal day care services. Animal boarding does

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<sup>1/</sup> Proposed additions to existing City Code text are indicated by underline; proposed deletions from existing City Code text are indicated by ~~strikethrough~~.

not include facilities that provide breeding of animals, selling of animals, or facilities whose primary source of revenue is licensed veterinarian services.

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*Kennel:* A structure or parcel of land where five (5) or more domestic animals, at least two (2) months of age, are bred, ~~boarded, trained~~ or sold.

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**Section 3.** Chapter XXIV “Zoning and Land Development,” Article V “Zoning Use Districts” of the ZLDC is amended to read as follows:

### **ARTICLE V. – ZONING USE DISTRICTS**

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#### **Sec. 24-51 - B-1 Limited Business District.**

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(C) *Uses Permitted Conditionally.*

\*\*\*

- (4) Animal boarding; provided that all activities relating to any such uses are conducted entirely within an air conditioned, soundproofed building and that no such use shall be located within three hundred (300') feet of such premises and any residential districts.

#### **Sec. 24-52 - B-2 General Business District.**

\*\*\*

(C) *Uses Permitted Conditionally.*

\*\*\*

- (20) Animal boarding; provided that all activities relating to any such uses are conducted entirely within an air conditioned, soundproofed building and that no such use shall be located within three hundred (300') feet of such premises and any residential districts.

#### **Sec. 24-53 - B-3 Intensive Business District.**

\*\*\*

### **ORDINANCE NO. 2024-XX**

(C) *Uses Permitted Conditionally.*

\*\*\*

- (9) Animal boarding; provided that all activities relating to any such uses are conducted entirely within an air conditioned, soundproofed building and that no such use shall be located within three hundred (300') feet of such premises and any residential districts.

**Sec. 24-54 - B-4 Distribution Business and Light Industrial District.**

\*\*\*

(C) *Uses Permitted Conditionally.*

\*\*\*

- (17) Animal boarding; provided that all activities relating to any such uses are conducted entirely within an air conditioned, soundproofed building and that no such use shall be located within three hundred (300') feet of such premises and any residential districts.

**Sec. 24-54.1 - B-5 Distribution Business and Medium Industrial District.**

\*\*\*

(C) *Uses Permitted Conditionally.*

\*\*\*

- (14) Animal boarding; provided that all activities relating to any such uses are conducted entirely within an air conditioned, soundproofed building and that no such use shall be located within three hundred (300') feet of such premises and any residential districts.

\*\*\*

**Sec. 24-58.1 - Fulford Mixed-Use Town Center District (MU/TC).**

\*\*\*

(G) *Permitted Uses.*

\*\*\*

- (2) Permitted Use Table MU/TC-1 includes the principal uses permitted in the MU/TC along with any required restrictions

**ORDINANCE NO. 2024-XX**

on such uses, for each of the sub-areas. Principal uses not included in Table MU/TC-1 are not permitted in the MU/TC. The MU/TC shall be subject to the Supplemental Regulations as provided for in Article VIII unless modified herein. Uses which are similar in nature to the uses permitted herein, but not enumerated in higher density use areas, shall be permitted upon a finding by the Community Development Director that the characteristics of, and activities associated with the use are substantially similar to one (1) or more of the listed uses, and will not involve greater impacts than the uses listed in the district and the use will be consistent with the purposes of the applicable zoning district and use areas.

<b>Table MU/TC-1</b>			
<b>PERMITTED USES IN THE FULFORD MIXED-USE TOWN CENTER (MU/TC) DISTRICT</b>			
<b>P=PERMITTED BY RIGHT C = CONDITIONAL USES NP= NOT PERMITTED</b>			
<b>Uses (1)</b>	<b>Use Areas</b>		
	<b>Core</b>	<b>Transition</b>	<b>Edge</b>
<b>Residential</b>			
Residential, provided that: must be in multi-family context	P	P	P
Residential, townhouses (per building typology diagram)	P	P	P
<b>Eating and Drinking Establishments</b>			
Bars and lounges provided that any such use shall not be located within 500 feet of the real property that comprises a public or private elementary school, middle school or secondary school (Pursuant to § 562.45(2)(a) Florida Statutes).	P	P	C

	Microbrewery, winery or distillery	P	P	C
	Restaurants including fast food, excluding drive through, including outdoor dining	P	P	C
	Restaurant fast food with drive through provided drive through is inside parking garage	C	C	NP
<b>General Business</b>				
	Animal hospitals and kennels; provided that all activities relating to any such uses are conducted entirely within an air conditioned, soundproofed building and that no such use shall be located less than 300 feet from any residential district.	C	C	C
	<u>Animal boarding;</u> <u>provided that all</u> <u>activities relating to</u> <u>any such uses are</u> <u>conducted entirely</u> <u>within an air</u> <u>conditioned,</u> <u>soundproofed</u> <u>building and that no</u> <u>such use shall be</u> <u>located within three</u> <u>hundred (300') feet</u> <u>of such premises</u> <u>and any residential</u> <u>districts.</u>	<u>C</u>	<u>C</u>	<u>C</u>
	Banks and financial institutions, excluding drive- through.	P	P	NP

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	Daycare Center provided use is not on primary street	C	C	C
	Night clubs and discotheques (Ord. No. 2006-1 § 12, 12/21/2006)	C	C	NP
	Parking garages as principal use, provided that parked vehicles shall not be visible from surrounding properties or public street rights-of-way and structure shall be well landscaped.	C	C	NP
	Surface parking lot as principal use, CRA or City owned and operated only	P	P	C
	Vocational schools and trade: Airline, business, cosmetology, secretarial and similar.	P	P	NP
<b>Office</b>				
	Office, business and professional uses.	P	P	P
<b>Retail/Personal Services</b>				
	Personal services uses.	P	P	P
	Studio schools: Art, dance, music, drama, sculpture and similar instruction	P	P	P
<b>Retail/Retail Services</b>				
	Medical marijuana dispensaries/medical marijuana treatment centers	C	C	C
	Package liquor store: Provided such	C	C	NP

	use is located on primary street			
	Pharmacies	C	C	C
	Retail uses (general retail)	P	P	P
<b>Lodging Accommodations</b>				
	Hotels	C	C	NP
<b>Institutional</b>				
	Museums and art galleries	P	P	P
	Places of public assembly	C	C	C
	Utility facilities, light, public and private	P	P	P
<b>Recreation and Open Space (Private and Public)</b>				
	Game rooms, sports and amusement facilities	P	P	C
	Public parks and playgrounds, plazas, squares	P	P	P
	Urban market gardens	P	P	P
Notes: (1) The MU/TC allows for a conditional use approval for the conversion of existing buildings, or portions of existing buildings, from residential use to office use or retail and service establishment use — subject to the area regulating plan and compatibility with existing adjacent uses.				

## Sec. 24-58.2 - Mixed-Use Employment Center District (MU/EC).

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(G) *Permitted Uses.*

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- (2) Permitted Use Table MU/EC-1 includes the principal uses permitted in the MU/EC along with any required restrictions on such uses, for each of the sub-areas. Principal uses not included in Table MU/EC — 1 are not permitted in the MU/EC. The MU/EC shall be subject to the Supplemental Regulations as provided for in Article VIII unless modified herein. Uses which are similar in nature to the uses permitted herein, but not enumerated in higher density use areas, shall be permitted upon a finding by the Community Development Director that the characteristics of, and activities associated

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with the use are substantially similar to one (1) or more of the listed uses, and will not involve greater impacts than the uses listed in the district and the use will be consistent with the purposes of the applicable zoning district.

Table MU/EC-1				
PERMITTED USES IN THE MIXED-USE EMPLOYMENT CENTER (MU/EC) DISTRICT				
P= PERMITTED BY RIGHT C = CONDITIONAL USES NP= NOT PERMITTED				
	Uses	Use Areas		
		Core	Transition	Edge
Residential				
	Residential multifamily, subject to and conditioned upon site plan review which considers compatible adjacent uses that will not adversely impact residential units.	P	P	P
	Residential, single family	NP	NP	NP
	Residential, townhouses (per building typology diagram)	P	P	P
Eating and Drinking Establishments				
	Bars and lounges provided that any such use shall not be located within five hundred 500 feet of the real property that comprises a public or private elementary school, middle school or secondary school (Pursuant to Section 562.45(2)(a), Florida Statutes).	P	P	NP

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	Barbeque restaurants, open air	C	C	NP
	Restaurants including fast food, excluding drive through, including outdoor dining	P	P	NP
	Restaurant fast food with drive through provided drive through is inside parking garage	C	C	NP
<b>General Business</b>				
	Animal hospitals and kennels; provided that all activities relating to any such uses are conducted entirely within an air conditioned, soundproofed building and that no such use shall be located less than 300 feet from any residential district.	C	C	C
	<u>Animal boarding; provided that all activities relating to any such uses are conducted entirely within an air conditioned, soundproofed building and that no such use shall be located within three hundred (300') feet of such premises and any residential districts.</u>	<u>C</u>	<u>C</u>	<u>C</u>
	Automotive sales and rental uses.	P	P	C

	Automotive service station as defined in Article II	NP	NP	NP
	Blood banks	NP	NP	NP
	Boat sales (no outdoor display). Subject to design standards.	NP	P	NP
	Bonding companies (bail)	C	C	NP
	Daycare center and nurseries	P	P	C
	Driver's license (no road test)	P	P	NP
	Driver's license (with road test)	NP	NP	NP
	Driving schools (with driving)	NP	NP	NP
	Funeral homes, provided any such use shall have a site not less than 15,000 square feet and shall be located at least 300 feet from any residential district.	C	C	NP
	Night clubs and discotheques	C	C	NP
	Pain management clinic, (Ordinance 2011-5; 4/26/2011)	C	C	NP
	Palm readers/fortune tellers/psychics	C	C	NP
	Parking garages as principal use, provided that parked vehicles shall not be visible from surrounding properties or public street rights-of-way and structure shall be well landscaped.	C	C	NP
	Pawn shops	NP	NP	NP

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	Plant nurseries	P	P	P
	Recording studios	P	P	NP
	Shooting ranges	NP	NP	NP
	Surface parking lot as principal use, CRA or City owned and operated only	P	P	C
	Vocational schools	P	P	C
	Office			
	Office, business and professional uses.	P	P	P
	Psychiatric and psychological services (drug/alcohol and violent/dangerous behavior, counseling or treatment)	C	C	NP
<b>Retail/Personal Services</b>				
	Personal services uses.	P	P	P
	Studio schools: Art, dance, music, drama, sculpture and similar instruction	P	P	P
<b>Retail/Retail Services</b>				
	Check cashing/Cash advance/Money wire provided such use shall not be located on Biscayne Blvd, SR 826, NE 164th Street, or within two hundred (200') feet of any residential use or zone	P	P	NP
	Medical marijuana dispensaries/medical marijuana treatment centers	C	C	C
	Package liquor store	NP	NP	NP
	Pharmacies	C	C	C

	Retail uses (general retail).	P	P	P
<b>Lodging Accommodations</b>				
	Community care facilities as defined in Article II. Only one within 1,000 feet, licensed by DCF, clients either meet the requirements of a community residential home or are at least 60 years of age.	C	C	NP
	Bed and Breakfast Inns	P	P	C
	Hotels and motels, provided minimum site area of 2 acres	P	P	NP
<b>Light Industrial/Warehouse (1)</b>				
	Automotive sales and rental uses. *Including outdoor display in Core area.	P	P	C
	Boats and marine uses.	P	P	C
	Bottling plants	NP	NP	NP
	Building contractor storage yards	NP	NP	NP
	Concrete plants	NP	NP	NP
	Game rooms, sports and amusement facilities.	P	P	C
	Light industrial uses.	P	P	C
	Lumber yards	NP	NP	NP
	Mechanical and automotive equipment sales and service	P	P	C
	Microbrewery, winery or distillery	P	P	P
	Petroleum and gas storage (bulk);	NP	NP	NP

	provided that any such use shall not be located less than 1,000 feet from any residential use, that all storage tanks shall meet the requirements of the National Board of Fire Underwriters, and the regulations governing installation and use of same by Miami-Dade County, and that any such use shall be approved by the City Commission at a public hearing.			
	Salvage yards and automobile crushing operations; provided that any such use shall be entirely surrounded by an 8-foot high solid masonry wall, excepting only exits and entrances, which shall be equipped with solid wooden gates, that no materials shall be piled higher than said perimeter walls, and that any such use shall be approved by the City Commission at a public hearing.	NP	NP	NP
	Warehousing and distribution uses.	P	P	C
	Utility facilities, light, public and private	P	P	C

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<b>Institutional</b>				
	Government administration building	P	P	P
	Hospitals and clinics, hospitals are prohibited east of Biscayne Blvd (coastal zone)	P	P	NP
	Libraries	P	P	P
	Museums and art galleries	P	P	P
	Offices — government administrative	P	P	P
	Offices or facilities, quasi-public association and organizations, not-for-profit	P	P	P
	Places of public assembly, 10,000 sf minimum site area, on arterial or collector roadway, located in single, stand-alone building, must meet parking requirements.	P	P	C
	Police and fire stations	P	P	P
	Public facilities, utilities and services: no structure located less than fifty (50) feet from any adjacent residential property.	C	C	C
	Public works facilities	P	P	P
	Social service agencies	P	P	NP
<b>Recreation and Open Space (Private and Public)</b>				

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	Cemeteries	NP	NP	NP
	Community gardens	P	P	P
	Marinas (commercial)	NP	NP	NP
	Public parks and playgrounds, plazas, squares	P	P	P
	Urban market gardens	P	P	P

### Sec. 24-58.3 - Mixed-Use Neighborhood Center District (MU/NC).

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(G) *Permitted Uses.*

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- (2) Permitted Use Table MU/NC-1 includes the principal uses permitted in the MU/NC along with any required restrictions on such uses, for each of the sub-areas. Principal uses not included in Table MU/NC-1 are not permitted in the MU/NC. The MU/NC shall be subject to the Supplemental Regulations as provided for in Article VIII unless modified herein. Uses which are similar in nature to the uses permitted herein, but not enumerated in higher density use areas, shall be permitted upon a finding by the Community Development Director that the characteristics of, and activities associated with the use are substantially similar to one (1) or more of the listed uses, and will not involve greater impacts than the uses listed in the district and the use will be consistent with the purposes of the applicable zoning district and use areas.

Table MU/NC-1. PERMITTED USES IN THE MU/NC DISTRICT				
P Permitted by Right	C Conditional Uses	NP Not Permitted		
Residential		Core	Core (Special)	
Residential, provided that: must be in multi-family context;		P	P	
Residential, townhouses (per building typology diagram)		P	P	
Group Homes		P	P	

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Community Residential Home as defined in Article II and with a review process in conformance with Chapter 89-372 FAS	P	P	
Community care facilities (as defined in Article II), provided that: (a) There is reasonable proximity to bus lines; (b) There is no existing community care facilities within one thousand (1,000) feet; (c) The facility is licensed by DCF; (d) The clients either meet the requirements of a community residential home or at least sixty (60) years of age.	C	C	
<b>Eating and Drinking Establishments</b>			
Bars and lounges provided that any such use shall not be located within five hundred (500) feet of the real property that comprises a public or private elementary school, middle school or secondary school (Pursuant to Section 562.45(2)(a), Florida Statutes).	P	P	
Barbeque restaurants, open air	C	C	
Microbrewery, winery or distillery	P	P	
Restaurants including fast food, excluding drive through, including outdoor dining	P	P	
Restaurant fast food with drive through provided drive through is inside parking garage	C	C	
<b>General Business</b>			
<u>Animal boarding; provided that all activities relating to any such uses are conducted entirely within an air conditioned, soundproofed building and that no such use shall be located within three hundred (300') feet of such premises and any residential districts.</u>	<u>C</u>	<u>C</u>	
Automotive Sales and Rental Uses	C	C	
Adult and Child Daycare Center	C	C	
Night clubs and discotheques (Ord. No. 2006-1 § 12, 12/21/2006)	C	C	
Parking garages as principal use, provided that parked vehicles shall not be visible from surrounding properties	C	C	

or public street rights-of-way and structure shall be well landscaped.			
Surface parking lot as principal use, CRA or City owned and operated only	P	P	
Vocational schools and trade: Airline, business, cosmetology, secretarial and similar.	P	P	
<b>Office</b>			
Office, business and professional uses	P	P	
<b>Retail/Personal Services</b>			
Personal Services uses.	P	P	
Studio schools: Art, dance, music, drama, sculpture and similar instruction	P	P	
<b>Retail/Retail Services</b>			
Medical marijuana dispensaries/medical marijuana treatment centers	C	C	
Package liquor store: Provided such use is located on primary street	C	C	
Pharmacies	C	C	
Retail uses (general retail) excluding drive-through services	P	P	
<b>Lodging Accommodations</b>			
Hotels	C	C	
<b>Institutional</b>			
Museums and art galleries	P	P	
Places of public assembly	C	C	
Utility facilities, light, public and private	P	P	
Community Care Facilities or Community Residential Homes, as defined by Section 419.001, Florida Statutes, or as amended	P	P	
<b>Recreation and Open Space (Private and Public)</b>			
Game rooms, sports and amusement facilities.	P	P	
Public parks and playgrounds, plazas, squares	P	P	
Urban market gardens	P	P	

**Sec. 24-58.4 - Arch Creek Mixed-Use Corridor District (MU/C).**

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(G) *Permitted Uses.*

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- (2) Permitted Use Table MU/C-1 includes the principal uses permitted in the MU/C along with any required restrictions on such uses, for each of the sub-areas. Principal uses not included in Table MU/C-1 are not permitted in the MU/C. The MU/C shall be subject to the Supplemental Regulations as provided for in Article VIII unless modified herein. Uses which are similar in nature to the uses permitted herein, but not enumerated in higher density use areas, shall be permitted upon a finding by the Community Development Director that the characteristics of, and activities associated with the use are substantially similar to one or more of the listed uses, and will not involve greater impacts than the uses listed in the district and the use will be consistent with the purposes of the applicable zoning district and use areas.

Table MU/C-1				
PERMITTED USES IN THE MIXED-USE CORRIDOR (MU/C) DISTRICT				
P=PERMITTED BY RIGHT C = CONDITIONAL USES NP= NOT PERMITTED				
	Uses (1)	Use Areas		
		Core	Center	Edge
Residential				
	Residential, provided that: must be in multi-family context;	P	P	P
	Residential, single family: Only if a replacement of an existing SF home or new SF home on a vacant SF platted lot.	NP	NP	C
	Residential, townhouses (per building typology diagram)	P	P	P
Eating and Drinking Establishments				
	Bars and lounges provided that any such use shall not be located within 500 feet of the real	P	P	NP

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	property that comprises a public or private elementary school, middle school or secondary school (Pursuant to § 562.45(2)(a) Florida Statutes.			
	Barbeque restaurants, open air	C	C	NP
	Restaurants including fast food, excluding drive through, including outdoor dining	P	P	NP
	Restaurant fast food with drive through provided drive through is inside parking garage	C	C	NP
<b>General Business</b>				
	<u>Animal boarding; provided that all activities relating to any such uses are conducted entirely within an air conditioned, soundproofed building and that no such use shall be located within three hundred (300') feet of such premises and any residential districts.</u>	<u>C</u>	<u>C</u>	<u>C</u>
	Automotive sales and rental uses.	C	C	C
	Daycare center provided use is not on primary street	C	C	C
	Night clubs and discotheques	C	C	NP
	Parking garages as principal use,	C	C	NP

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	provided that parked vehicles shall not be visible from surrounding properties or public street rights-of-way and structure shall be well landscaped.			
	Surface parking lot as principal use, City owned and operated only	P	P	P
	Vocational schools and trade: Airline, business, cosmetology, secretarial and similar.	P	P	NP
<b>Office</b>				
	Office, business and professional uses.	P	P	P
<b>Retail/Personal Services</b>				
	Personal services uses.	P	P	P
	Studio schools: Art, dance, music, drama, sculpture and similar instruction	P	P	P
<b>Retail/Retail Services</b>				
	Medical marijuana dispensaries/medical marijuana treatment centers	C	C	C
	Package liquor store: provided such use is located on primary street	C	C	NP
	Pharmacies	C	C	C
	Retail uses (general retail) excluding drive-through services.	P	P	P
<b>Lodging Accommodations</b>				
	Hotels	C	C	NP

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<b>Institutional</b>				
	Museums and art galleries	P	P	P
	Places of public assembly	C	C	C
	Utility facilities, light, public and private	P	P	P
<b>Recreation and Open Space (Private and Public)</b>				
	Game rooms, sports and amusement facilities.	P	P	C
	Public parks and playgrounds, plazas, squares	P	P	P
	Urban market gardens	P	P	P

**Sec. 24-58.5 - Southern Mixed-Use Waterfront District (MU/SWF).**

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(G) *Permitted Uses.*

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- (2) Permitted Use Table MU/SWF-1 includes the principal uses permitted in the SOUTHERN MU/WF along with any required restrictions on such uses, for each of the sub-areas. Principal uses not included in Table MU/SWF-1 are not permitted in the SOUTHERN MU/WF. The SOUTHERN MU/WF shall be subject to the Supplemental Regulations as provided for in Article VIII unless modified herein. Uses which are similar in nature to the uses permitted herein, but not enumerated in higher density use areas, shall be permitted upon a finding by the Community Development Director that the characteristics of, and activities associated with the use are substantially similar to one or more of the listed uses, and will not involve greater impacts than the uses listed in the district and the use will be consistent with the purposes of the applicable zoning district and use areas.

**Table MU/SWF-1**

**PERMITTED USES IN THE SOUTHERN MIXED-USE WATERFRONT  
(MU/WF) DISTRICT**

**ORDINANCE NO. 2024-XX**



<b>P= PERMITTED BY RIGHT C = CONDITIONAL USES</b>		
	<b>Uses</b>	<b>South MU/WF</b>
		<b>P= PERMITTED BY RIGHT C = CONDITIONAL USES</b>
<b>Residential</b>		
	Residential, provided that: must be in multi-family context;	P
	Residential, townhouses (per building typology diagram)	P
<b>Eating and Drinking Establishments</b>		
	Bars and lounges provided that any such use shall not be located within 500 feet of the real property that comprises a public or private elementary school, middle school or secondary school (Pursuant to § 562.45(2)(a) Florida Statutes.	P
	Barbeque restaurants, open air	C
	Restaurants including fast food, excluding drive through, including outdoor dining	P
	Restaurant fast food with drive through provided drive through is inside parking garage	C
<b>General Business</b>		
	<u>Animal boarding; provided that all activities relating to any such uses are conducted</u>	<u>C</u>

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	<u>entirely within an air conditioned, soundproofed building and that no such use shall be located within three hundred (300') feet of such premises and any residential districts.</u>	
	Automotive sales and rental uses.	C
	Daycare center provided use is not on primary street	C
	Boat and marine uses.	C
	Night clubs and discotheques	C
	Parking garages as principal use, provided that parked vehicles shall not be visible from surrounding properties or public street rights-of-way and structure shall be well landscaped.	C
	Surface parking lot as principal use, CRA or City owned and operated only	P
	Vocational schools and trade: Airline, business, cosmetology, secretarial and similar.	P
<b>Office</b>		
	Office, business and professional uses.	P
<b>Retail/Personal Services</b>		
	Personal services uses.	P
	Studio schools: Art, dance, music, drama, sculpture and similar instruction	P
<b>Retail/Retail Services</b>		
	Medical marijuana dispensaries/medical	C

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	marijuana treatment centers	
	Package liquor store: provided such use is located on primary street	C
	Pharmacies	C
	Retail uses (general retail)	P
<b>Lodging Accommodations</b>		
	Hotels	C
<b>Institutional</b>		
	Museums and art galleries	P
	Places of public assembly	C
	Utility facilities, light, public and private	P
<b>Recreation and Open Space (Private and Public)</b>		
	Game rooms, sports and amusement facilities.	P
	Urban market gardens	P

**Sec. 24-58.6 - Northern Mixed-Use Waterfront District (MU/NWF).**

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**(G) Permitted Uses.**

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- (2) Permitted Use Table MU/NWF-1 includes the principal uses permitted in the NORTHERN MU/WF along with any required restrictions on such uses, for each of the sub-areas. Principal uses not included in Table MU/NWF-1 are not permitted in the NORTHERN MU/WF. The NORTHERN MU/WF shall be subject to the Supplemental Regulations as provided for in Article VIII unless modified herein. Uses which are similar in nature to the uses permitted herein, but not enumerated in higher density use areas, shall be permitted upon a finding by the Community Development Director that the characteristics of, and activities associated with the use are substantially similar to one or more of the listed uses, and will not involve greater impacts than the uses listed in the district and the use will be consistent with the purposes of the applicable zoning district and use areas.

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<b>Table MU/NWF-1</b> <b>PERMITTED USES IN THE NORTH MIXED-USE WATERFRONT</b> <b>(MU/WF) DISTRICT</b> <b>P= PERMITTED BY RIGHT C = CONDITIONAL USES</b>		
	Uses	<b>North MU/WF</b>  <b>P=</b> <b>PERMITTED</b> <b>BY RIGHT</b> <b>C =</b> <b>CONDITIONAL</b> <b>USES</b>
<b>Residential</b>		
	Residential, provided that: must be in multi-family context;	P
	Residential, townhouses (per building typology diagram)	P
<b>Eating and Drinking Establishments</b>		
	Bars and lounges provided that any such use shall not be located within 500 feet of the real property that comprises a public or private elementary school, middle school or secondary school (Pursuant to § 562.45(2)(a) Florida Statutes).	P
	Barbeque restaurants, open air	C
	Restaurants including fast food, excluding drive through, including outdoor dining	P
	Restaurant fast food with drive through provided drive through is inside parking garage	C
<b>General Business</b>		

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	Animal hospital and kennels; provided all activities related to any such uses are conducted entirely within an air conditioned, soundproofed building and no such use shall be located less than 300 feet from any residential use or district.	C
	<u>Animal boarding; provided that all activities relating to any such uses are conducted entirely within an air conditioned, soundproofed building and that no such use shall be located within three hundred (300') feet of such premises and any residential districts.</u>	<u>C</u>
	Automotive sales and rental uses.	P
	Automotive service station as defined in Article II	NP
	Blood banks	NP
	Boat sales (no outdoor display). Subject to design standards.	P
	Bonding companies (bail)	P
	Daycare center provided use is not on primary street	C
	Funeral homes, provided any such use shall have a site not less than 15,000 square feet and shall be located at least 300 feet from any residential district.	P
	Marina, commercial or public	C

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	Night clubs and discotheques	C
	Parking garages as principal use, provided that parked vehicles shall not be visible from surrounding properties or public street rights-of-way and structure shall be well landscaped.	C
	Surface parking lot as principal use, City owned and operated only	P
	Recording studios	P
	Vocational schools and trade: Airline, business, cosmetology, secretarial and similar.	P
<b>Office</b>		
	Office, business and professional uses.	P
<b>Retail/Personal Services</b>		
	Personal services uses.	P
	Studio schools: Art, dance, music, drama, sculpture and similar instruction	P
<b>Retail/Retail Services</b>		
	Medical marijuana dispensaries/medical marijuana treatment centers	C
	Package liquor store: provided such use is located on primary street	C
	Pharmacies	C
	Retail uses (general retail).	P
<b>Lodging Accommodations</b>		
	Hotels	C
<b>Institutional</b>		
	Museums and art galleries	P
	Places of public assembly	C

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	Social service agencies	P
	Utility facilities, light, public and private	P
<b>Recreation and Open Space (Private and Public)</b>		
	Game rooms, sports and amusement facilities.	P
	Public parks and playgrounds, plazas, squares	P
	Urban market gardens	P

**Sec. 24-58.7 - Eastern Mixed-Use Waterfront District (MU/EFW).**

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(G) *Permitted Uses.*

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- (2) Permitted Use Table MU/EFW-1 includes the principal uses permitted in the EASTERN MU/WF along with any required restrictions on such uses, for each of the sub-areas. Principal uses not included in Table MU/EFW-1 are not permitted in the EASTERN MU/WF. The EASTERN MU/WF shall be subject to the Supplemental Regulations as provided for in Article VIII unless modified herein. Uses which are similar in nature to the uses permitted herein, but not enumerated in higher density use areas, shall be permitted upon a finding by the Community Development Director that the characteristics of, and activities associated with the use are substantially similar to one or more of the listed uses, and will not involve greater impacts than the uses listed in the district and the use will be consistent with the purposes of the applicable zoning district and use areas.

<b>Table MU/EFW-1</b>			
<b>PERMITTED USES IN THE EASTERN MIXED-USE WATERFRONT (MU/WF) DISTRICT</b>			
<b>P= PERMITTED BY RIGHT C = CONDITIONAL USES NP= NOT PERMITTED</b>			
Uses	Use Areas		
	Core	Transition	Edge
<b>Residential</b>			

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	Residential, provided that: must be in multi-family context;	P	P	P
	Residential, townhouses (per building typology diagram)	P	P	P
<b>Eating and Drinking Establishments</b>				
	Bars and lounges provided that any such use shall not be located within 500 feet of the real property that comprises a public or private elementary school, middle school or secondary school (Pursuant to Section 562.45(2)(a), Florida Statutes.	P	P	NP
	Barbeque restaurants, open air	C	C	NP
	Restaurants including fast food, excluding drive through, including outdoor dining	P	P	NP
	Restaurant fast food with drive through provided drive through is inside parking garage	C	C	NP
<b>General Business</b>				
	<u>Animal boarding;</u> <u>provided that all</u> <u>activities relating to</u> <u>any such uses are</u> <u>conducted entirely</u> <u>within an air</u> <u>conditioned,</u> <u>soundproofed</u> <u>building and that no</u> <u>such use shall be</u>	<u>C</u>	<u>C</u>	<u>C</u>



	located within three hundred (300') feet of such premises and any residential districts.			
	Automotive sales and rental uses.	C	C	C
	Daycare center provided use is not on primary street	C	C	C
	Marina, commercial or public	C	C	C
	Night clubs and discotheques	C	C	NP
	Parking garages as principal use, provided that parked vehicles shall not be visible from surrounding properties or public street rights-of-way and structure shall be well landscaped.	C	C	NP
	Surface parking lot as principal use, City owned and operated only	P	P	P
	Vocational schools and trade: Airline, business, cosmetology, secretarial and similar.	P	P	NP
<b>Office</b>				
	Office, business and professional uses.	P	P	P
<b>Retail/Personal Services</b>				
	Personal services uses	P	P	P
	Studio schools: Art, dance, music, drama, sculpture and similar instruction	P	P	P

<b>Retail/Retail Services</b>				
	Medical marijuana dispensaries/medical marijuana treatment centers	C	C	C
	Package liquor store: provided such use is located on primary street	C	C	NP
	Pharmacies	C	C	C
	Retail uses (general retail).	P	P	P
<b>Lodging Accommodations</b>				
	Hotels	P	P	NP
<b>Institutional</b>				
	Museums and art galleries	P	P	P
	Places of public assembly	C	C	C
	Utility facilities, light, public and private	P	P	P
<b>Recreation and Open Space (Private and Public)</b>				
	Game rooms, sports and amusement facilities.	P	P	C
	Public parks and playgrounds, plazas, squares	P	P	P
	Urban market gardens	P	P	P

**Sec. 24-58.8 - International Boulevard District (MU/IB).**

\*\*\*

(G) *Permitted Uses.*

\*\*\*

- (2) *Permitted Use Table.* Table MU/IB-4 includes the principal uses permitted in the MU/IB along with any required restrictions on such uses, for each of the sub-areas. Principal uses not included in Table MU/IB-4 are not permitted in the MU/IB. The MU/IB shall be subject to the Supplemental Regulations as provided for in Article VIII unless modified

**ORDINANCE NO. 2024-XX**

herein. Uses which are similar in nature to the uses permitted herein, but not enumerated in higher density use areas, shall be permitted upon a finding by the Community Development Director that the characteristics of, and activities associated with the use are substantially similar to one (1) or more of the listed uses, and will not involve greater impacts than the uses listed in the district and the use will be consistent with the purposes of the applicable zoning district and use areas.

<b>Table MU/IB-4. Permitted Uses in the MU/IB District</b>				
<b>P Permitted by Right</b>	<b>C Conditional Uses</b>	<b>NP Not Permitted</b>		
<b>Residential</b>		<b>Core</b>	<b>Transition</b>	
Residential, in multi-family context;		P	P	
Residential, townhouses (per building typology diagram)		P	P	
Group Homes		P	P	
Community Residential Home as defined in Article II and with a review process in conformance with Chapter 89-372 FAS		P	P	
Community care facilities (as defined in Article II), provided that: (a) There is reasonable proximity to bus lines; (b) There is no existing community care facilities within one thousand (1,000) feet; (c) The facility is licensed by DCF; (d) The clients either meet the requirements of a community residential home or at least sixty (60) years of age.		C	C	
<b>Eating and Drinking Establishments</b>		<b>Core</b>	<b>Transition</b>	
Barbeque restaurants (open air)		C	C	
Bars and lounges provided that any such use shall not be located within five hundred (500) feet of the real property that comprises a public or private elementary school, middle school or secondary school (Pursuant to Section 562.45(2)(a), Florida Statutes).		P	P	
Microbrewery, winery or distillery		P	P	
Restaurants including fast food, excluding drive through, including outdoor dining		P	P	

## ORDINANCE NO. 2024-XX

Restaurant fast food with drive through provided drive through is inside parking garage	C	C
<b>General Business</b>	<b>Core</b>	<b>Transition</b>
Animal hospitals and kennels; provided that all activities relating to any such uses are conducted entirely within an air conditioned, soundproofed building and that no such use shall be located less than three hundred (300) feet from any residential district.	C	C
<u>Animal boarding; provided that all activities relating to any such uses are conducted entirely within an air conditioned, soundproofed building and that no such use shall be located within three hundred (300') feet of such premises and any residential districts.</u>	<u>C</u>	<u>C</u>
Automotive sales and rental uses	C	C
Banks and financial institutions, excluding drive-through.	P	P
Daycare Center and nurseries provided that all outdoor activity areas shall be effectively screened from adjacent residential properties.	P	P
Funeral homes	C	C
Movie theaters	P	P
Night clubs and discotheques (Ord. No. 2006-1 § 12, 12/21/2006)	C	C
Parking garages as principal use, provided that parked vehicles shall not be visible from surrounding properties or public street rights-of-way and structure shall be well landscaped.	C	C
Recording studios and radio stations, provided that any such use shall be located entirely within an air conditioned, soundproofed building	P	P
Surface parking lot as principal use, CRA or City-owned and operated only	P	P
Veterinary services with no overnight stay.	P	P
Vocational schools and trade: Airline, business, cosmetology, secretarial and similar.	P	P

## ORDINANCE NO. 2024-XX

<b>Office</b>	<b>Core</b>	<b>Transition</b>
Office, business and professional uses	P	P
<b>Retail/Personal Services</b>	<b>Core</b>	<b>Transition</b>
Bonding companies (bail)	C	C
Check cashing/cash advance/money wire; providing such use shall not be located on Biscayne Boulevard, State Road 826, or Northeast 164 Street or within two hundred (200) feet of any residential use or zone;	NP	NP
Drug/alcohol rehabilitation service, including residential detoxification service	C	C
Laundries/self-serve coin operated, provided that no such use be located on Biscayne Boulevard, State Road 826 or N.E. 164 Street, or within two hundred (200) feet of residential use or zone;	NP	NP
Pain management clinic	C	C
Personal Services uses.	P	P
Studio schools: Art, dance, music, drama, sculpture and similar instruction	P	P
<b>Retail/Retail Services</b>	<b>Core</b>	<b>Transition</b>
Medical marijuana dispensaries/medical marijuana treatment centers	C	C
Package liquor store: Provided that any such use shall not be located within five hundred (500) feet of any other bar, lounge or package liquor store	C	C
Pharmacies	C	C
Retail uses (general retail)	P	P
Social service agencies	C	C
<b>Lodging Accommodations</b>	<b>Core</b>	<b>Transition</b>
Hotels	C	C
<b>Institutional</b>	<b>Core</b>	<b>Transition</b>
Museums and art galleries	P	P
Places of public assembly	P	P
Schools (Public/Private)(K-12)	P	P
Utility facilities, light, public and private	P	P
<b>Recreation and Open Space (Private and Public)</b>	<b>Core</b>	<b>Transition</b>
Game rooms, sports and amusement facilities.	P	P

## ORDINANCE NO. 2024-XX

Public parks and playgrounds, plazas, squares	P	P	
Urban market gardens	P	P	

\*\*\*

**Section 4.** It is the intention of the City Commission of the City of North Miami Beach, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of North Miami Beach, Florida. The sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; and the word “ordinance” may be changed to “section,” “article” or any other appropriate word.

**Section 5.** If the provisions of this Ordinance conflict with any other ordinance, rule or regulation, the provisions of this Ordinance shall prevail. All ordinances or parts of ordinances in conflict herewith are repealed.

**Section 6.** Any typographical errors that do not affect the intent of this Ordinance may be corrected with notice to and authorization of the City Attorney and City Manager without further process.

**Section 7.** The provisions of this Ordinance are declared to be severable, and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance, but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

**Section 8.** This Ordinance shall become effective immediately upon adoption on second reading.

**APPROVED AND ADOPTED** by the City Commission of the City of North Miami Beach, Florida, at regular meeting assembled this \_\_\_\_ day of \_\_\_\_\_, 2024.

[SIGNATURE PAGE TO FOLLOW]

**ORDINANCE NO. 2024-XX**

ATTEST:

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ANDRISE BERNARD, MMC  
CITY CLERK

---

EVAN S. PIPER  
MAYOR

(CITY SEAL)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE  
AND RELIANCE OF THE CITY OF NORTH MIAMI BEACH ONLY:

---

JOHN R. HERIN, JR.  
INTERIM CITY ATTORNEY

**ORDINANCE NO. 2024-XX**

# **City of North Miami Beach City Commission Meeting Legislative Public Hearing**

Item 11.XX. Ordinance 2024-02

Animal Hotel Boarding Ordinance, Second Reading

Edward NG, AICP  
Community Development Department



# Amending ZLDC Section 24-22 – Definitions to add the term “Animal Boarding”

**Animal Boarding:** Animal boarding means and includes every place kept or maintained for the care, grooming and socializing of household pets for any amount of time by a person other than the owner of the live animal. An animal boarding facility may also offer animal day care services. Animal boarding does not include facilities that provide breeding of animals, selling of animals, or facilities whose primary source of revenue is licensed veterinarian services.

# Amending ZLDC. Article V. – Zoning Districts

Animal boarding services will be added to the permitted and conditional use listed in the following zoning districts: B-1, B-2, B-3, B-4, B-5 (Business Districts), and all Mixed-Use Districts with the follow use description below:

- *Animal boarding*; provided that all activities relating to any such uses are conducted entirely within an air conditioned, soundproofed building and that no such use shall be located within three hundred (300') feet of such premises and any residential districts.

# Amending ZLDC Section 24-22 – Definitions current term “Kennel”

**Kennel:** A structure or parcel of land where five (5) or more domestic animals, at least two (2) months of age, are bred, boarded, trained or sold.

*Existing Definition Term*

**Kennel:** A structure or parcel of land where five (5) or more domestic animals, at least two (2) months of age, are bred, or sold.

*Proposed Amended Term*

# Why regulate Animal Boarding Services?

- High demand for business use and services to the public.
- Active monitoring to ensure pet safety and comfort.
- Professional grooming and care services.
- Fun, play, and pet exercise activities.
- Helps with socialization skills among other pets.



# City Commission Meeting History

After a duly noticed public hearing held on February 20, 2024, the City Commission voted of 7 to 0, recommended approval for the proposed text amendment (First Reading) shall be amended as follow included below in Section 2 of the Resolution.

# Optional Commission Motions

**Move to approve** of the Text Amendment to the City's Zoning Code by finding that the request is consistent with the Comprehensive Plan and meets the criteria set forth in the Zoning and Land Development Code.

**Move to denial** of the Text Amendment to the City's Zoning Code by finding that the request is inconsistent with the Comprehensive Plan and does not meet the criteria set forth in the Zoning and Land Development Code.

# **City of North Miami Beach City Commission Meeting**

## **End of Presentation**





**Legislation  
11.2.**

City of North Miami Beach  
17011 NE 19 Avenue  
North Miami Beach, FL 33162  
305-947-7581  
[www.citynmb.com](http://www.citynmb.com)

**MEMORANDUM**

---

<b>TO:</b>	Mayor and City Commission
<b>FROM:</b>	Andrise Bernard, MMC, City Clerk
<b>VIA:</b>	
<b>DATE:</b>	April 16, 2024

---

**RE:** Ordinance No. 2024-05 (First Reading) Approving the Change of Candidate Qualifying Dates and Run-Off Election Date (Andrise Bernard, MMC, City Clerk)

---

**Description**

**BACKGROUND  
ANALYSIS:**

Currently, the qualifying dates are set from Monday, August 26 through Saturday, August 31, 2024, noon. This is in accordance with the Charter in section 4.3 "Qualifications of Commission Members".

The Miami-Dade Elections Department has requested a revision to end the candidate qualifying period no later than Friday, August 23, 2024 (see attached). To accommodate this change, we propose the following revised qualifying dates: Monday, August 12 through Saturday, August 17, 2024. Enclosed is the letter from the Miami-Dade Elections Department

**RECOMMENDATION:**

**FISCAL/ BUDGETARY  
IMPACT:**

---

**ATTACHMENTS:**

**Description**

- ☐ Memo to Mayor Commission re Authority to Amend the Charter by Ordinance
- ☐ Miami Dade Elections



- ▣ Proposed Revision of Qualifying Period
- ▣ Ordinance No 2024-05

---

## MEMORANDUM

**TO:** Mayor and City Commission of the City of North Miami Beach  
**FROM:** John R. Herin, Jr., Transition Counsel  
**DATE:** April 1, 2024  
**RE:** **Proposed Amendments to the City Charter Requested by the Miami-Dade County Supervisor of Elections**

### **I. Question Presented:**

The City Commission has asked if it may by City Ordinance, as opposed to solely by voter referendum, modify the City Commission candidate qualifying period and election run-off date set forth in the City Charter in response to the request of the Miami-Dade County Supervisor of Elections?

### **II. Short Answer:**

Yes, as explained herein.

### **III. Analysis:**

Pursuant to Sections 100.3605 and 166.021(4), *Florida Statutes*, the City Commission is granted the statutory authority to change the dates for qualifying and for run-off elections of members of the City Commission.

#### Applicable State Law

100.3605, *Fla. Stat.* - Conduct of Municipal Elections

(1) The Florida Election Code, chapters 97-106, shall govern the conduct of a municipality's election in the absence of an applicable special act, charter, or ordinance provision. No charter or ordinance provision shall be adopted which conflicts with or exempts a municipality from any provision in the Florida Election Code that expressly applies to municipalities.

(2) **The governing body of a municipality may, by ordinance, change the dates for qualifying and for the election of members of the governing body of the municipality and provide for the orderly transition of office resulting from such date changes.**

§166.021(4), *Fla. Stat.* - Powers

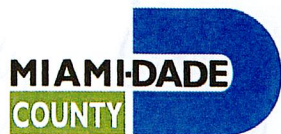
(4) The provisions of this section shall be so construed as to secure for municipalities the broad exercise of home rule powers granted by the constitution. It is the further intent of the Legislature to extend to municipalities the exercise of powers for municipal governmental, corporate, or proprietary purposes not expressly prohibited by the constitution, general or special law, or county charter and to remove any limitations, judicially imposed or otherwise, on the exercise of home rule powers other than those so expressly prohibited. **However, nothing in this act shall be construed to permit any changes in a special law or municipal charter** which affect the exercise of extraterritorial powers or which affect an area which includes lands within and without a municipality or any changes in a special law or municipal charter which affect the creation or existence of a municipality, the terms of elected officers and the manner of their election **except for the selection of election dates and qualifying periods for candidates and for changes in terms of office necessitated by such changes in election dates**, the distribution of powers among elected officers, matters prescribed by the charter relating to appointive boards, any change in the form of government, or any rights of municipal employees, **without approval by referendum of the electors as provided in s. 166.031**. Any other limitation of power upon any municipality contained in any municipal charter enacted or adopted prior to July 1, 1973, is hereby nullified and repealed.

**IV. Conclusion:**

Accordingly, the City Commission is not required to submit the proposed amendments to the City Charter for a voter referendum and state law vests the City Commission with the authority to, by City Ordinance, modify the City Commission candidate qualifying period and election run-off date set forth in the City Charter.

JRH

cc: Mario Diaz, City Manager  
Joseph Geller, City Attorney  
Andrise Bernard, City Clerk

**Elections**

2700 NW 87th Avenue  
Miami, Florida 33172  
T 305-499-8683 F 305-499-8547  
TTY 305-499-8480

[miamidade.gov](http://miamidade.gov)

June 20, 2023

Andrise Bernard  
City Clerk  
North Miami Beach  
17011 NE 19 Avenue  
North Miami Beach, FL 33162

Dear Ms. Bernard:

The North Miami Beach General Election is scheduled for November 5, 2024, in conjunction with the General Election. Your qualifying period is currently scheduled for August 26, 2024, through August 31, 2024. The Elections Department is bound by the Elections Laws of the State of Florida, which require the mailing of overseas vote-by-mail ballots to commence 45 days prior to the election. With this in mind, in order for the Elections Department to prepare, quality assure, print and adhere to statutory deadlines, we kindly request that your Board revise the candidate qualifying period to end no later than **Friday, August 23, 2024**.

Your attention to this request is greatly appreciated so that we can proceed with our preparations for the 2024 election cycle. Should you have any questions or concerns, please feel free to contact me directly at 305-499-8509 or Elizabeth Prieto, Elections Coordination Manager, at 305-499-8405.

Sincerely,

A handwritten signature in blue ink, appearing to read "Christina White", with a stylized flourish at the end.

Christina White  
Supervisor of Elections  
Miami-Dade Elections Department



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

## **OFFICE OF THE CITY CLERK**

---

### **MEMORANDUM**

TO: Mayor and Commission

FROM: Andrise Bernard, City Clerk

DATE: March 25, 2024

SUBJECT: Proposed Revision of Qualifying Period

---

The City of North Miami Beach General Election will be held on Tuesday, November 5, 2024. Currently, the qualifying dates are set from Monday, August 26 through Saturday, August 31, 2024, noon. This is in accordance with the Charter in section 4.3 which states:

- **Sec. 4.3 - Qualification of Commission Members.** Candidates for the office of Mayor and Commissioner of the City of North Miami Beach shall qualify with the Clerk of the City not prior to the seventy-eighth day preceding the election provided for in [Section 4.1](#) hereof nor later than 12:00 noon on the seventy-third (73) day preceding the election. A candidate shall qualify by taking and subscribing to an oath that she/he is qualified under the charter of the City of North Miami Beach to hold the office of Commissioner and Mayor and by paying to said Clerk a qualifying fee in the amount of four (4%) percent of the annual salary of the office, which fee shall be deposited in the general fund of the City. Candidates for the office of City Commission member shall designate the group from which they desire to be elected. Each candidate, at the time of qualifying with the Clerk, shall designate a campaign treasurer and a depository of campaign funds. Each candidate, at the time of qualifying with the Clerk, must have continuously resided in the City of North Miami Beach for at least one (1) full year, shall at the time of qualifying and at the time of election be a qualified elector of the City of North Miami Beach, and shall not, within five years next preceding the date of his/her qualification, have been convicted in this or any other state of any offense involving moral turpitude.

This is to advise you of a proposed revision to the qualifying dates for the upcoming 2024 election, as per the request from the Miami -Dade Elections Department.

The Miami-Dade Elections Department has requested a revision to end the candidate qualifying period no later than Friday, August 23, 2024. To accommodate this change, we propose the following revised qualifying dates: Monday, August 12 through Saturday, August 17, 2024. Enclosed is the letter from the Miami-Dade Elections Department.

I kindly request your consideration and approval of these proposed dates. Your attention to this matter is greatly appreciated.

Sincerely,

Andrise Bernard, MMC, City Clerk

**ORDINANCE NO. 2024-05**

**AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AMENDING SECTION 4.1 OF THE CITY CHARTER TO CHANGE THE RUN-OFF ELECTION DATE AND AMENDING SECTION 4.3 OF THE CITY CHARTER TO CHANGE THE QUALIFYING REGISTRATION PERIOD FOR CITY COMMISSION ELECTIONS; PROVIDING FOR CODIFICATION, CONFLICTS, SCRIVENER'S ERRORS, SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to Chapter 166, Florida Statutes and Section 1.4 of the Charter of the City of North Miami Beach ("City"), the City shall have all available governmental, corporate, and proprietary powers and may exercise them except when prohibited by law; and

**WHEREAS**, pursuant to Sections 100.3605 and 166.021(4) *Florida Statutes*, the City Commission may amend the City of North Miami Beach Charter by ordinance and without referendum for the purpose of changing municipal election dates and qualifying periods for candidates; and

**WHEREAS**, the Mayor and City Commission find it necessary to amend Section 4.1 of the City Charter in order to change the run-off election date; and

**WHEREAS**, the Mayor and City Commission also find it necessary to amend Section 4.3 of the City Charter in order to change the qualifying registration period for City Commission Elections; and

**WHEREAS**, said amendments are intended to comply with the request of the Miami-Dade Supervisor of Elections to insure that the maximum number of resident electors have the opportunity to qualify and appear on the ballot for City Commission Elections; and

**WHEREAS**, the Mayor and City Commission find the adoption of this Ordinance to be in the best interests of the City.

**NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA:**<sup>1</sup>

**Section 1.** The foregoing whereas clauses are true and correct and adopted as the legislative and administrative findings of the City Commission and made a specific part of this Ordinance; all exhibits attached hereto are made a specific part of this Ordinance.

**Section 2.** Pursuant to Sections 100.3605 and 166.021(4) *Florida Statutes*, Article IV, Section 4.1 of the City Charter, entitled "General/Runoff Elections," is hereby amended as follows:

---

<sup>1/</sup> Additions to existing text are shown by underline, changes to existing text on second reading are shown by double underline, and deletions are shown as ~~striketrough~~.

#### **Section 4.1. General/Runoff Elections**

Commencing in 2018, general elections in the City of North Miami Beach shall be held every even-numbered year on the first Tuesday following the first Monday in November. Candidates to office under this charter shall be elected by a majority of the votes cast in the election. If no candidate receives a majority of the votes cast for the office to be filled, then the two (2) candidates receiving the highest number of votes for such office shall be voted upon in a runoff election to be held ~~two~~ four weeks from the date of the general election and the candidate receiving a majority of the votes in such runoff election shall be declared elected. In the event of a tie vote in any run-off election, the outcome shall be determined by lot. In order to accomplish the election date revision made pursuant to this Charter section, the four-year term length of office that is provided for in Charter section 4.2 shall be extended on the following limited basis: the term of office of the Mayor and of Commissioner groups 3, 5, and 7, which would otherwise expire in May 2019 shall instead expire in November 2020, and the terms of office of Commissioner groups 2, 4, and 6, which would otherwise expire in May 2017 shall instead expire in November 2018.

**Section 3.** Pursuant to Sections 100.3605 and 166.021(4) *Florida Statutes*, Article IV, Section 4.3 of the City Charter, entitled “Qualification of Commission Members,” is hereby amended to read as follows:

#### **Section 4.3. Qualification of Commission Members**

Candidates for the office of Mayor and Commissioner of the City of North Miami Beach shall qualify with the Clerk of the City not prior to the ~~seventy-eighth~~ eighty-sixth (86) day preceding the election provided for in Section 4.1 hereof nor later than 12:00 noon on the ~~seventy-third (73)~~ eighty-first (81) day preceding the election. A candidate shall qualify by taking and subscribing to an oath that she/he is qualified under the charter of the City of North Miami Beach to hold the office of Commissioner and Mayor and by paying to said Clerk a qualifying fee in the amount of four (4%) percent of the annual salary of the office, which fee shall be deposited in the general fund of the City. Candidates for the office of City Commission member shall designate the group from which they desire to be elected. Each candidate, at the time of qualifying with the Clerk, shall designate a campaign treasurer and a depository of campaign funds. Each candidate, at the time of qualifying with the Clerk, must have continuously resided in the City of North Miami Beach for at least one (1) full year, shall at the time of qualifying and at the time of election be a qualified elector of the City of North Miami Beach, and shall not, within five years next preceding the date of his/her qualification, have been convicted in this or any other state of any offense involving moral turpitude.

**Section 4.** It is the intention of the City Commission, and it is ordained that the provisions of this Ordinance shall become and made a part of the Charter of the City of North Miami Beach; that the sections of this Ordinance may be renumbered or re-lettered to accomplish

such intentions; and that the word “Ordinance” shall be changed to “Section” or other appropriate word.

**Section 5.** If the provisions of this Ordinance conflict with any other ordinance, rule or regulation, the provisions of this Ordinance shall prevail. All ordinances or parts of ordinances in conflict herewith are repealed.

**Section 6.** Any typographical errors that do not affect the intent of this Ordinance may be corrected with notice to and authorization of the City Attorney and City Manager without further process.

**Section 7.** The provisions of this Ordinance are declared to be severable, and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance, but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

**Section 8.** This Ordinance shall become effective immediately upon adoption on second reading.

**Section 9.** The City Clerk shall file the revised Charter with the Florida Department of State.

**[THE REMAINDER OF THE PAGE WAS INTENTIONALLY LEFT BLANK]**



**APPROVED** on the first reading this **16th day of April, 2024.**

**APPROVED AND ADOPTED** on second reading this \_\_\_\_th day of \_\_\_\_\_ 2024.

ATTEST:

\_\_\_\_\_  
ANDRISE BERNARD, MMC  
CITY CLERK

(CITY SEAL)

\_\_\_\_\_  
EVAN S. PIPER  
MAYOR

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY FOR THE USE AND  
RELIANCE OF THE CITY OF NORTH  
MIAMI BEACH ONLY:

\_\_\_\_\_  
By: \_\_\_\_\_  
CITY ATTORNEY

Sponsored by: City Clerk



## Legislation 11.3.

City of North Miami Beach  
17011 NE 19 Avenue  
North Miami Beach, FL 33162  
305-947-7581  
[www.citynmb.com](http://www.citynmb.com)

### MEMORANDUM

<b>TO:</b>	Mayor and City Commission
<b>FROM:</b>	Edward Ng, Interim Community Development Director Jackie D. Genard, City Planner
<b>VIA:</b>	Mario A. Diaz, City Manager
<b>DATE:</b>	April 16, 2024

**RE:** Ordinance No. 2024-06 (First Reading) Street Tree/Landscaping Update (Edward Ng, Interim Community Development Director)

#### Description

#### BACKGROUND ANALYSIS:

On August 4, 2022, the Community Development Department, through the “2021 Managing Community Forest” grant program from the Florida Department of Agriculture and Consumer Services and, under the direction of the City Commission, requested a quote to create an Urban Forestry Management and Master Plan (the “Urban Forestry Plan”) for the City of North Miami Beach. The Urban Forestry Plan was to include a maintenance plan for the existing trees in the city, an analysis of current tree canopy, and a program for future tree planting. On September 21st, 2022, the City Commission approved a resolution (R2022-137) authorizing the City Manager or Designee to execute an agreement with the Florida Department of Agriculture and Consumer Services and approve a required matching grant fund of thirty thousand dollars (\$30,000.00). Calvin, Giordano & Associates was the consultant on plan under the CCNA# 19-082-MC contract for Landscape Architecture and Arborist Services for the development of the Urban Forestry Management Plan with the focus on the preparation of an overall Street Tree Planting plan for the city.

Based on the recommendation and guidelines outlined in the Master Plan, which was presented to the City Commission on December 19, 2023 as a requirement for the remaining grant funding, the Community Development department is task to update the current Ordinance to reflect those recommendations.

**RECOMMENDATION:**

**FISCAL/ BUDGETARY  
IMPACT:**

---

**ATTACHMENTS:**

**Description**

- ☐ Staff Report
- ☐ Draft Ordinance



# City of North Miami Beach, Florida

## Community Development Department – Planning & Zoning Division

17050 NE 19<sup>TH</sup> AVENUE

1<sup>ST</sup> FLOOR

NORTH MIAMI BEACH, FLORIDA 33162

PLANNING & ZONING DIVISION: (305) 948-2966

COMMISSION MEETING		
<b>Meeting Date:</b> 04/16/2024	<b>File No:</b> 22-41	<b>Application Name:</b> Text Amendment Ordinance to update the City's Landscape Requirements and create regulations for the City's Streetscape.
<b>STAFF REPORT</b>		
<b>Request:</b> To amend the City's Landscaping requirement to encourage and increase the city's urban forestry and put forth a set of rules and regulations for the installation and maintenance of the city's streetscape by creating an ordinance pertaining to the trees located in the city's right-of-way.		
<b>Background:</b> On August 4, 2022, the Community Development Department, through the "2021 Managing Community Forest" grant program from the Florida Department of Agriculture and Consumer Services and, under the direction of the City Commission, requested a quote to create an Urban Forestry Management and Master Plan (the "Urban Forestry Plan") for the City of North Miami Beach. The Urban Forestry Plan was to include a maintenance plan for the existing trees in the city, an analysis of current tree canopy, and a program for future tree planting. On September 21 <sup>st</sup> , 2022, the City Commission approved a resolution (R2022-137) authorizing the City Manager or Designee to execute an agreement with the Florida Department of Agriculture and Consumer Services and approve a required matching grant fund of thirty thousand dollars (\$30,000.00). Calvin, Giordano & Associates was the consultant on plan under the CCNA# 19-082-MC contract for Landscape Architecture and Arborist Services for the development of the Urban Forestry Management Plan with the focus on the preparation of an overall Street Tree Planting plan for the city.  Based on the recommendation and guidelines outlined in the Master Plan, which was presented to the City Commission on December 19, 2023 as a requirement for the remaining grant funding, the Community Development department is task to update the current Ordinance to reflect those recommendations.		

Project Planner:	Review Dates:	Attachments
Jackie D. Génard City Planner  <a href="mailto:jackie.genard@citynmb.com">jackie.genard@citynmb.com</a> 305-948-2966 Ext. 3515	<u>Planning &amp; Zoning Board:</u> March 11, 2024  <u>City Commission:</u> April 16, 2024 - (1 <sup>st</sup> Reading) May 21, 2024 - (2 <sup>nd</sup> Reading)	1. Draft Ordinance

**Staff Analysis:**

Currently the City's Ordinance provides regulations for required landscaping in all zoning districts. It also stipulates the requirements and mitigations for any tree removal process, to keep a healthy urban canopy throughout the city. However, some of the language in the current code may be unclear to the residents and developers. It is the overall intent of the City to maintain the existing tree canopy and promote its experiential landscape. The Urban Forestry Master Plan was tasked to do many things. In addition to review the current tree inventory, the Master Plan, was to take into consideration the city's desire to promote the use of trees for energy conservation, thus, offset global warming and local heat island effects. As a result, it was important to craft a plan that would promote sound landscaping principles with drought and salt tolerant plant species, while encouraging residents and developers to plant the right tree and plant in the right places.

Following the review and analysis of the existing tree inventory data. The consultant engaged in different meetings with city staff and stakeholders to establish the goals and objective of the Urban Forestry program for the city. The latter was developed taking into consideration climate change and resilience, aimed to also increase the tree canopy in order to provide shade, and to encourage pedestrian activity. These components, for a sustainable forestry program targeted three factors: the Increase of the Tree Canopy within the city; the Planning & Management of the Urban Forest, once created; the Improvement of Public Engagement within the city when it comes to the implementation of the Urban Forest. This also includes a proper and a better process in mitigating any tree removal within the city. As part of the first stage, to increase the Street Canopy, which in large would encourage more trees, the regulations in the proposed ordinance were drafted to improve and strengthen the latter by offering a more concise language, and more clarity for the requirements. The Ordinance amendment for the landscape requirements is to promote the use of canopy trees to isolate carbon dioxide emission and ground level ozone. These would be more evident in the section regarding the "Minimum Landscaping Requirement for all Zoning District", as well as the "Tree Removal" section of the Code. The introduction of the "Right-of-Way Trees Regulation" is essential to offer a set of requirements for the City's streetscape. It also provides tree planting strategies for the City's major commercial and residential corridors.

By amending the Code of Ordinances Chapter XXIV, entitled "Zoning and Land Development", Article XI "Landscaping", Section 24-119 "Minimum Landscaping Requirements for all zoning district" Subsection (A)(2) thru (5), and (9), removing ambiguity and adding clearer and more concise language to the Ordinance.

By amending the Code of Ordinances Chapter XXIV, entitled "Zoning and Land Development", Article XI "Landscaping", Section 24-121 "Tree Removal Permit" Subsection (B)(1) and (2), Subsection (C)(3)(4), removing ambiguity and adding clearer and more concise language to the Ordinance.

By amending the Code of Ordinances Chapter XXIV, entitled "Zoning and Land Development", Article XI "Landscaping", to incorporate Section 24-125 "Right-Of-Way Trees Regulations" as attached.

**Compliance with the Code of Ordinance:**

Staff finds that amending the City of North Miami Beach Code of Ordinances Chapter XXIV, entitled “Zoning and Land Development”, Article XI “Landscaping”, Section 24-119, Section 24-121, and to incorporate Section 24-125 “Right-Of-Way Trees Regulations” is consistent with the existing Code of Ordinances.

**Compliance with the Comprehensive Plan:**

Staff finds that amending the City of North Miami Beach Code of Ordinances Chapter XXIV, entitled “Zoning and Land Development”, Article XI “Landscaping”, Section 24-119, Section 24-121, and to incorporate Section 24-125 “Right-Of-Way Trees Regulations” is consistent with the City’s Comprehensive Plan.

**Board Motion Options for Items:**

1. **Move to continue** with direction.
2. **Move to approve** the Text Amendment (File# 22-41), to amend the City of North Miami Beach Code of Ordinances Chapter XXIV, entitled “Zoning And Land Development”, Article XI “Landscaping”, Section 24-119, Section 24-121, and to incorporate Section 24-125 “Right-Of-Way Trees Regulations” by finding that the request is consistent with the City Charter and the Comprehensive Plan, and meets criteria set forth in the Zoning and Land Development Regulations.
3. **Move to deny** the Text Amendment (File# 24-01), to amend the City of North Miami Beach Code of Ordinances Chapter XXIV, entitled “Zoning And Land Development”, Article XI “Landscaping”, Section 24-119, Section 24-121, and to incorporate Section 24-125 “Right-Of-Way Trees Regulations” by finding that the request is inconsistent with the City Charter and the Comprehensive Plan and does not meet the criteria set forth in the Zoning and Land Development Regulations

**ORDINANCE NO. 2024-XX**

**AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AMENDING THE CODE OF ORDINANCES OF THE CITY OF NORTH MIAMI BEACH CHAPTER XXIV ENTITLED “ZONING AND LAND DEVELOPMENT” BY AMENDING ARTICLE XI ENTITLED “LANDSCAPING,” SECTION 24-119 “MINIMUM LANDSCAPING REQUIREMENTS FOR ALL ZONING DISTRICTS”; AMENDING SECTION 24-121 ENTITLED “TREE REMOVAL PERMIT” TO PROVIDE FOR CLEARER AND MORE CONCISE SPECIFICATIONS AND GUIDELINES FOR APPLICANTS; BY CREATING A NEW SECTION 24-125 ENTITLED “RIGHT-OF-WAY TREES REGULATIONS”; PROVIDING FOR CODIFICATION, CONFLICTS, SCRIVENER’S ERRORS, SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to Chapter 166, Florida Statutes and Section 1.4 of the Charter of the City of North Miami Beach (“City”), the City shall have all available governmental, corporate, and proprietary powers and may exercise them except when prohibited by law; and

**WHEREAS**, the North Miami Beach Zoning and Land Development Code (“ZLDC”) of provides authority to the City Commission to amend, change, supplement, or repeal sections of the ZLDC from time to time; and

**WHEREAS**, it is the City’s intent to prevent the destruction of the City’s existing tree canopy and promote its expansion; and

**WHEREAS**, the City seeks to promote sound landscaping principles through the use of drought and salt tolerant plant species and also promote planting the right tree and plant in the right place; and

**WHEREAS**, the City seeks to promote the use of trees for energy conservation, thereby helping to offset global warming and local heat island effects; and

**WHEREAS**, the City seeks to increase tree canopy in order to provide shade and coolness in order to encourage pedestrian activity and reduce reliance on single occupancy vehicles; and

**WHEREAS**, the City seeks to promote the use of canopy trees to sequester carbon dioxide emissions and ground level ozone; and

**WHEREAS**, pursuant to §163.3174(4)(c), *Fla. Stat.*, the Planning and Zoning Board of the City of North Miami Beach, sitting as the Local Planning Agency, considered this item at a public meeting on \_\_\_\_\_, and voted \_\_\_\_\_ to \_\_\_\_\_ recommending \_\_\_\_\_ of the proposed text amendment, finding the request and approval thereof is consistent with the Comprehensive Plan and meets the criteria set forth in the ZLDC; and

**ORDINANCE NO. 2024-XX**

**WHEREAS**, the Mayor and City Commission of the City of North Miami Beach find that it is in the best interests of the business owner, residents, and visitors of the City to adopt this Ordinance.

**NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA:**<sup>1</sup>

**Section 1.** The foregoing whereas clauses are true and correct and adopted as the legislative and administrative findings of the City Commission and made a specific part of this Ordinance; all exhibits attached hereto are made a specific part of this Ordinance.

**Section 2.** That Section 24-119 of the ZLDC entitled “Minimum Landscaping Requirements for all Zoning Districts” is hereby amended to read as follows:

## **CHAPTER XXIV - “ZONING AND LAND DEVELOPMENT”**

\*\*\*

### **ARTICLE XI - “LANDSCAPING”**

\*\*\*

#### **Sec. 24-119 - Minimum Landscaping Requirements for All Zoning Districts.**

(A) *Tree Specifications.*

- (1) Required trees shall be of a species, which normally grow to a minimum height of twenty-five (25) feet and have a mature crown spread of not less than twenty (20) feet with trunks, which can be maintained, with over six (6) feet of clear wood. The Director shall maintain a list of acceptable species.
- (2) All required trees shall ~~be field-grown and~~ have a minimum caliper or diameter at breast height (D.B.H) of ~~three (3) inches~~ two (2) inches and be a minimum of twelve (12) feet in height and five (5) feet in spread at time of planting except for palms. A list of approved required trees is available from the Director of the Community Development Department. A list of acceptable species can be found in the City’s Urban Forestry Master Plan.

---

<sup>1/</sup> Additions to existing text are shown by underline, changes to existing text on second reading are shown by double underline, and deletions are shown as ~~striketrough~~.



- (3) Required palms shall ~~be field-grown and have a minimum of sixteen (16) feet in height and six (6) feet of clear wood~~ be a minimum of ten (10) ft in height.
- (4) ~~At least~~ maximum twenty-five (25) percent of all required trees shall be of a palm species.
- (5) Three (3) small palms shall be clustered to equal one (1) required tree, the three (3) palm trees in the cluster shall be of differing heights, with a minimum two (2) foot stagger between adjacent palms ~~but, in no case smaller than sixteen (16) feet in height.~~ One large palm species shall count as a required tree. Below is a list of recommended species categorized into large and small palms.

<u><b>Small Palms</b></u>	<u><b>Large Palms</b></u>
<u>Florida Thatch Palm</u>	<u>Bismarck Palm</u>
<u>Buccaneer Palm</u>	<u>Coconut Palm</u>
<u>Broom Thatch Palm</u>	<u>African Oil Palm</u>
<u>Windmill Palm</u>	<u>Latan Palm</u>
<u>Hurricane Palm</u>	<u>Wild Date Palm</u>
<u>Bottle Palm</u>	<u>Cabbage Palm</u>
<u>Thatch Palm</u>	<u>Royal Palm</u>

\*\*\*

- (9) As part of the site plan review for proposed projects, additions and renovations, the proposed landscaping shall be reviewed to determine if the proposed locations of any of the trees are in proximity to overhead or underground electric facilities. This section of the Code shall also be used when selecting the replacement planting for replacement of dead, diseased, destroyed or otherwise removed vegetation from a site.
- (a) No tree shall be planted where at mature height it may conflict with overhead electric. Large trees (trees with a mature height of thirty (30) feet or more) shall be planted no closer than a horizontal distance of thirty (30) feet from any overhead electric facility. Medium size trees (trees with a mature height of twenty (20) to thirty (30) feet) shall be planted no closer than a horizontal distance of twenty (20) feet from any overhead electric facility. Small trees and shrubs, with a mature height of less than twenty (20) feet, may be planted adjacent to electric power

**ORDINANCE NO. 2024-XX**

facilities. Below is a list of recommended species categorized into large, medium, and small trees.

<u><b>Small Trees</b></u>	<u><b>Medium Trees</b></u>	<u><b>Large Trees</b></u>
<u>Crape Myrtle</u>	<u>Satin Leaf Tree</u>	<u>Red Maple</u>
<u>Wild Cinnamon</u>	<u>Calabash Tree</u>	<u>Pink Shower</u>
<u>Cinncord</u>	<u>Fiddlewood</u>	<u>Kapok Tree</u>
<u>Jamaica Caper</u>	<u>Bridalveil Tree</u>	<u>Star Apple</u>
<u>White Stopper</u>	<u>Milkbark</u>	<u>Royal Poinciana</u>
<u>Spanish Stopper</u>	<u>Black Ironwood</u>	<u>Wild Tamarind</u>
<u>Wax Myrtle</u>	<u>Sabicu</u>	<u>Common Persimmon</u>
<u>Silver Buttonwood</u>	<u>Madagascar Olive</u>	<u>South Florida Slash Pine</u>
<u>Loquat</u>	<u>Pitch Apple</u>	<u>Queen's Crape Myrtle</u>

\*\*\*

**Section 3.** That Section 24-121 of the ZLDC entitled “Tree Removal Permit” is hereby amended to read as follows:

\*\*\*

**Sec. 24-121 – Tree Removal Permit.**

\*\*\*

(B) Trees that are to be relocated shall be consistent with the following minimum standards:

- (1) Tree roots shall be severed a minimum of ~~six (6)~~ ten (10) to twelve (12) weeks prior to relocation and in such a manner to provide a root ball, which is sufficient to ensure survival of the tree when relocated.
- (2) After relocation, tree(s) shall be watered ~~a minimum of three (3) times a week until tree(s) are established~~ almost daily for

**ORDINANCE NO. 2024-XX**

the first three (3) to four (4) weeks, then reduced to four (4) to five (5) times a week for the next four (4) weeks, and then reduced to a minimum 3 times a week until established.

\*\*\*

- (C) A tree removal may be authorized when one (1) of the following conditions exist:

\*\*\*

- (3) An application fee of \$25 per tree has been submitted to the City, and an amount of money equal to an equivalent replacement value is placed in the City Landscaping Account. Value shall be determined by the Director. Value is determined by guidelines outlined in Miami-Dade County I.O. No. 4-42, made effective October 1, 2013.
- (4) The tree to be removed is examined by the Director and is determined to be dead, severely damaged, or a safety hazard. A tree on residential property is deemed by an ISA certified arborist or a Florida licensed landscape architect to be dead, or otherwise pose an immediate risk to persons or property. Such documentation will need to be submitted to the Community Development Department.

\*\*\*

**Section 4.** The ZLDC is hereby amended by adding a section to be numbered 24-125 entitled “Right-of-Way Trees Regulations,” which said Section reads as follows:

\*\*\*

#### **Sec. 24-125 – Right-of-Way Tree Regulations**

A Right-of-Way Tree is any tree located on land which is open to travel by the public, including, but not limited to, a street, highway, sidewalk, swales, or alleyway. This section will outline standards and provide regulations for the management of Right-of-way Trees.

- (A) No right-of-way tree shall be removed/installed without first obtaining a permit from the Public Works Department. In evaluating whether to grant a tree removal permit, the City requires two (2) sets of plans/drawings packaged and stapled together, along with the signed and notarized permit application form. These plans must show existing right-of-way boundaries with all work clearly highlighted, as well as all buried utilities and overhead powerlines.

**ORDINANCE NO. 2024-XX**

- (1) Replacement trees shall be a minimum of twelve (12) feet high with a minimum crown spread of five (5) feet at time of planting. Required Trees shall also be of a species which normally grow to a minimum height of twenty-five (25) feet and have a mature crown spread of not less than twenty (20) feet with trunks, which can be maintained, with over six (6) feet of clear wood.
  - (2) A minimum of three clustered small palms or one large palm must be planted as replacement for each approved palm removal. Replacement trees/palms shall also adhere to the corridor characteristics outlined in this section.
  - (3) All replacement trees shall comply with applicable vision clearance triangles, overhead and underground utilities, and right tree right place guidelines.
  - (4) Replacement trees shall include frequent watering until established and a minimum one (1) year warranty.
  - (5) Any tree which cannot be replaced shall be mitigated via a monetary equivalent to the City's Landscape Account. The City shall have the authority to determine how many trees they would like installed and how many mitigated as a cost equivalent.
- (A) All new trees planted in any right-of-way shall utilize the urban tree planting strategies outlined in the City's Urban Forestry Master Plan (Fig 1).

Fig 1

<u>Right-Of-Way</u>	<u>Typical Conditions</u>	<u>Recommended Trees/Palms</u>
<u>Commercial Corridors</u>  <u>(NE 163<sup>rd</sup> St from NE 19<sup>th</sup> Ave to W Dixie Hwy)</u>	<u>Large expanses of hardscape</u>  <u>Large number of small businesses that depend on visibility.</u>  <u>Extensive curbside parking</u>  <u>Heavy commuter traffic</u>	<u>Wild Tamarind</u>  <u>Red Bay</u>  <u>Live Oak</u>  <u>Green Buttonwood</u>  <u>Bismarck Palm</u>  <u>Sylvester Date Palm</u>  <u>White Stopper</u>
<u>Neighborhood-Connector Corridors</u>  <u>(W. Dixie Hwy from NE 167<sup>th</sup> St to NE 172<sup>nd</sup> St)</u>	<u>Highly transited corridors</u>  <u>Large numbers of overhead utility wires</u>  <u>High demands for curbside parking</u>  <u>Preferred corridors for cyclists, less used by vehicular traffic</u>	<u>Gumbo Limbo</u>  <u>Strangler Fig</u>  <u>Live Oak</u>  <u>Green buttonwood</u>  <u>Pitch Apple</u>  <u>Blolly</u>  <u>Buttercup Tree</u>
<u>Right-Of-Way</u>	<u>Typical Conditions</u>	<u>Recommended Trees/Palms</u>
<u>Urban Residential Areas</u>	<u>Excessively high demands for parking</u>  <u>Buildings have very shallow setbacks.</u>	<u>Red Bay</u>  <u>Gumbo Limbo</u>  <u>Indian Tamarind</u>

ORDINANCE NO. 2024-XX

<u>(NE 165<sup>th</sup> from NE 19<sup>th</sup> Ave to W Dixie Hwy)</u>	<u>Right-of-way corridors are some of the narrowest in the City</u>	<u>Crape Myrtle</u> <u>Bismarck Palm</u> <u>Wild Date Palm</u> <u>Simpson's Stopper</u>
<u>Suburban Residential Areas</u>	<u>Large expanses of swale and pervious landscape areas</u> <u>Overhead utilities serving many homes.</u> <u>Swale Parking</u>	<u>Royal Poinciana</u> <u>Paradise Tree</u> <u>Red Mulberry</u> <u>Madagascar Olive</u> <u>Crape Myrtle</u> <u>Spanish Stopper</u> <u>Pink Trumpet Tree</u>

A complete list of recommended trees can be found in the City's Urban Forestry Master Plan.

**Section 5.** It is the intention of the City Commission, and it is ordained that the provisions of this Ordinance shall become and made a part of the Charter of the City of North Miami Beach; that the sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

**Section 6.** If the provisions of this Ordinance conflict with any other ordinance, rule or regulation, the provisions of this Ordinance shall prevail. All ordinances or parts of ordinances in conflict herewith are repealed.

**Section 7.** Any typographical errors that do not affect the intent of this Ordinance may be corrected with notice to and authorization of the City Attorney and City Manager without further process.

**Section 8.** The provisions of this Ordinance are declared to be severable, and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of

## **ORDINANCE NO. 2024-XX**

the remaining sections, sentences, clauses, and phrases of this Ordinance, but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

**Section 9.** This Ordinance shall become effective immediately upon adoption on second reading.

**Section 10.** The City Clerk shall file the revised Charter with the Florida Department of State.

**APPROVED AND ADOPTED** by the City Commission of the City of North Miami Beach, Florida, at regular meeting assembled this \_\_\_\_ **day of June, 2024.**

ATTEST:

\_\_\_\_\_  
ANDRISE BERNARD, MMC  
CITY CLERK

\_\_\_\_\_  
EVAN S. PIPER  
MAYOR

(CITY SEAL)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE  
AND RELIANCE OF THE CITY OF NORTH MIAMI BEACH ONLY:

\_\_\_\_\_  
By: \_\_\_\_\_  
CITY ATTORNEY

Sponsored by:

**ORDINANCE NO. 2024-XX**



**Legislation  
11.4.**

City of North Miami Beach  
17011 NE 19 Avenue  
North Miami Beach, FL 33162  
305-947-7581  
[www.citynmb.com](http://www.citynmb.com)

**MEMORANDUM**

---

<b>TO:</b>	Mayor and City Commission
<b>FROM:</b>	Babette Friedman, Human Resources Director
<b>VIA:</b>	City Manager Mario A. Diaz
<b>DATE:</b>	April 16, 2024

---

**RE:** Resolution No. R2024-54 AFSCME Collective Bargaining Agreement (Babette Friedman, Human Resources Director)

---

**Description**

This Agreement before the Mayor and Commission for final approval and ratification is the product of good faith negotiations between the City and the Union. This Agreement recognizes the services provided by the public servants of this bargaining unit while ensuring the continued delivery of quality services to the residents of North Miami Beach in a fiscally responsible manner. The following is a summary of substantial changes in the new agreement:

**Article 14: Leave**

Section 2 – Service Leave:

- Proposed 6 years – 10 years: 14 additional hours
- Proposed 10 years – 15 years : 30 additional hours
- Proposed 15 years – 20 years: 38 additional hours
- Proposed 20 years or more: 46 additional hours

The other change to Article 14 is the addition of Paid Parental Leave.

**Article 24: Wages Provisions**

Section 4 – Wages:



**BACKGROUND  
ANALYSIS:**

**FY 2023 - 2024**

- Effective October 1, 2023, all employees will receive a 4% retroactive wage increase.
- No later than the first full pay period following ratification employees will be placed in grade in step in the City’s Grade and Step Pay Schedule.
- Pay grades were determined by the Evergreen pay and classification study.

**FY 2024 – 2025**

- COLA: 1%
- Merit: Automatic step increase (5%)

**FY 2025-2026**

- COLA: 1%
- Merit: Automatic step increase (5%)

Section 8 – Promotional Increases – moving from 5% to up to 10% increase when promoted to a higher position.

Section 10 – Shift Differential will be paid to bargaining unit employees who work seven (7) or more hours within the defined shifts, on the following basis:

- (a) Five Percent (5%) of base pay per hour shall be paid to those employees who work the 3pm-11pm shift.
- (b) Five percent (5%) of base pay per hour shall be paid to those employees who work the 11pm-7am shift.

Other non-economic changes include Article 2, Article 4, Article 6, Article 7, Article 11, Article 16, and Article 27.

**RECOMMENDATION:** It is recommended that the Mayor and City Commission approve and ratify the attached 2023-2026 Collective Bargaining Agreement between the City of North Miami Beach and the American Federation of State County and Municipal Employees, Local 3293, bargaining unit.

**FISCAL/ BUDGETARY  
IMPACT:**

Funding for the pay increases detailed in this agreement for FY 2025 & FY 2026 will be included in the Adopted Operating Budgets for respective fiscal years. FY 2024 funding was included in the adopted FY 2024 Operating Budget.

---

**ATTACHMENTS:**

**Description**

- ☐ Resolution
- ☐ NMBAFSCME Collective Bargaining Agreement

## **RESOLUTION NO. R2024-XXX**

**A RESOLUTION OF THE MAYOR AND COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, RATIFYING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF NORTH MIAMI BEACH AND THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, LOCAL 3293, BARGAINING UNIT; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to Chapter 166, *Florida Statutes* and Section 1.4 of the Charter of the City of North Miami Beach (“City”), the City shall have all available governmental, corporate, and proprietary powers and may exercise them except when prohibited by law; and

**WHEREAS**, the City of North Miami Beach (“City”) and the American Federation of State, County and Municipal Employees Local 3293 (“AFSCME”) concluded contract negotiations and have agreed to the attached AFSCME Collective Bargaining Agreement (“CBA”) for the period of October 1, 2023 through September 30, 2026; and

**WHEREAS**, AFSCME ratified the CBA; and

**WHEREAS**, the Mayor and City Commission find it to be in the best interest of the City to ratify the CBA.

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

**Section 1.** The foregoing whereas clauses are true and correct and adopted as the legislative and administrative findings of the City Commission and made a specific part of this Resolution; all exhibits attached hereto are made a specific part of this Resolution.

**Section 2.** The Mayor and Commission hereby approve the AFSCME Collective Bargaining Agreement (“CBA”) for the period of October 1, 2023, through September 30, 2026 attached as Exhibit “A”.

**Section 3.** The City Manager or designee is authorized to do all things necessary to effectuate this Resolution.

**Section 4.** All Resolutions or parts of Resolutions in conflict with this Resolution are repealed to the extent of such conflict.

**Section 5.** Any scrivener or typographical errors that do not affect intent may be corrected with notice to, and the authorization of the City Attorney and City Manager without

further process.

**Section 6.** If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are declared to be severable.

**Section 7.** This Resolution shall take effect immediately upon adoption.

**APPROVED AND ADOPTED** by the City of North Miami Beach City Commission at the regular meeting assembled this **16<sup>th</sup> day of April 2024**.

ATTEST:

---

ANDRISE BERNARD, MMC  
CITY CLERK

---

EVAN S. PIPER  
MAYOR

(CITY SEAL)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE  
AND RELIANCE OF THE CITY OF NORTH MIAMI BEACH ONLY:

---

JOSEPH GELLER  
CITY ATTORNEY

Sponsored by: Mayor & Commission

AGREEMENT BETWEEN  
THE CITY OF NORTH MIAMI BEACH, FLORIDA  
AND  
NORTH MIAMI BEACH, CITY EMPLOYEES  
LOCAL 3293, AFSCME

October 1, 2023 - September 30, 2026

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For City of North Miami Beach

\_\_\_\_\_  
Date \_\_\_\_\_

For AFSCME Local 3293

\_\_\_\_\_  
Date \_\_\_\_\_

## ARTICLE 1: AGREEMENT

Section 1– Parties: This Agreement entered into on this March 6, 2024, by and between the CITY OF NORTH MIAMI BEACH, FLORIDA (hereinafter referred to as the City), and the NORTH MIAMI BEACH, FLORIDA, CITY EMPLOYEES, LOCAL 3293, AFSCME (hereinafter referred to as the Union). Said Agreement to be effective on the above date, provided that it has been ratified by the bargaining unit and upon ratification by the City Commission of North Miami Beach, Florida.

Section 2– Mutual Cooperation: The Union and the City, jointly recognizing the need to perform maximum municipal services at minimum cost, and the difficult problems facing the City, hereby agree that the interest of both the employees and the City will best be served by attaining maximum efficiency and productivity. Therefore, the parties hereto agree to use their best efforts to create and maintain an atmosphere in which every employee can give a day's work for a day's pay. The Union agrees that the efforts of all employees are required to achieve these objectives and will cooperate to this end.

For City of North Miami Beach

For AFSCME Local 3293

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## ARTICLE 2: RECOGNITION

Section 1– Parties Representatives: The City recognizes the Union as the sole and exclusive bargaining representative of the employees within the Bargaining Unit covered by this Agreement for the purpose of Collective Bargaining with respect to wages, hours of employment, and other conditions and terms of employment. The Union recognizes the City Manager, or his/her designee, as the representative of the City in all such matters.

Section 2– Bargaining Unit: The Bargaining Unit covered by this Agreement is: all regular full-time and regular part time employees, as defined by the Public Employees Relations Commission Certification number 738, as follows: (see Article XI Sec 4 for (\*) explanation) in the classifications listed in Attachment 1 to this Agreement. All other employees of the City are excluded from this bargaining unit.

Employment of a person in a position regularly established without limitation as to the length of said employment shall be considered a regular appointment after completion of a probationary period if recommended by the appointing authority. Regular full-time appointments are for positions that are scheduled for forty (40) hours per week. Regular full-time positions are entitled to the benefits set forth in this Agreement.

Section 3– Part time employment: Part time positions are those that are scheduled for twenty-nine (29) hours per week or less. Part time employees are not within the Civil Service of the City and are not covered by the Civil Service Rules.

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Part time positions are not entitled to any of the benefits of this Agreement. Further, Part time positions in the Recreation Department may work over the twenty-nine (29) hours per week and during peak seasons: namely, the summer (mid-May through September), winter break and spring break without affecting their status as a Part time employee.

If part-time or temporary employees are hired by the City as regular full-time employees, they will be given credit for the time served in completing their initial probationary period as a bargaining unit employee.

Section 4: It is agreed by the parties that, if new position classifications are created by the City, the question of inclusion or exclusion within the Bargaining Unit shall be determined by reference to the classifications listed in Attachment 1, after consultation with the Union Representative and the City Manager or his designee. If no agreement is reached, the party desiring inclusion or exclusion may petition the Public Employees Relations Commission.

Section 5: Employment of a person in a position for a limited or specified period of time of six (6) months or less is a temporary appointment. (Temporary appointments may be renewed as set forth in the Civil Service Rules). Temporary appointments are not covered by this Agreement and are not part of the bargaining unit. Seasonal employees (i.e., summer contract employees) and temporary employees are temporary appointments of the City classified as Part time C positions.

Section 6: The City agrees to limit the employment of "contract" employees to those positions outside the bargaining unit.

For City of North Miami Beach

For AFSCME Local 3293

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Section 7– New Hires: New hires shall be given an electronic copy of the Civil Service Rules, the City's Policies and Procedures Manual and informed of the collective bargaining agreement.

Section 8– Should the Union fall below the requirements for documented membership renewal with the Public Employees Relations Commission, the Union and the City will follow the process set forth in applicable state law for recertification.

For City of North Miami Beach

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Date \_\_\_\_\_

For AFSCME Local 3293

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Date \_\_\_\_\_

## ARTICLE 3: MANAGEMENT RIGHTS

Section 1: The Union and its members recognize that the City has the exclusive right to manage and direct all of its operations. Accordingly, the City specifically, but not by way of limitation, reserves the exclusive right to:

- (a) decide the scope of service(s) to be performed and the method of service(s);
- (b) hire; fire, demote, suspend (or otherwise discipline) for just cause; promote, lay off, and determine the qualifications of employees;
- (c) reasonable transfer of employees from location to location and from time to time;
- (d) rehire employees;
- (e) determine the starting and quitting time and the number of hours and shifts to be worked, subject to Article 10;
- (f) merge, consolidate, expand or curtail or discontinue temporarily or permanently, in whole or in part, operations whenever in the sole discretion of the City good business judgment makes such curtailment or discontinuance advisable;
- (g) control the use of equipment and property of the City;
- (h) schedule and assign the work to the employees and to determine the size and composition of the work force;
- (i) fill any job on an emergency or interim basis not to exceed sixty (60) days;
- (j) determine the services to be provided to the public, and the maintenance procedures, materials, facilities, and equipment to be used, and to introduce new or improved services, maintenance procedures, materials, facilities, and equipment;
- (k) formulate and revise rules and regulations, provided same are not inconsistent with this Agreement; and
- (l) have complete authority to exercise those rights and powers that are incidental to the rights and powers enumerated above.

For City of North Miami Beach

For AFSCME Local 3293

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Section 2: It is agreed and understood that the City has the right to determine the nature and to what extent the work required in its operation shall be performed by employees covered by this Agreement, and shall have the right to contract and/or subcontract any existing or future work. The City will notify the Union not less than sixty (60) days of the City's intent to contract and/or subcontract any existing or future work and will inform the Union of the estimated scope and duration of such work. This does not imply any limitation to the City's right to contract and/or subcontract such work. When contracting or subcontracting is necessary, the City agrees to make every reasonable effort to minimize the impact of such action by using reasonable efforts to place affected employees in other existing permanent positions for which there are vacancies and for which the employees are qualified. When contracting or subcontracting of work is necessary, the City further agrees to request that the contractor involved employ available employees or laid-off employees who are qualified; and to request that the contractor pay at least the equivalent of the wages of employees in the same classification of the City.

Section 3: The above rights of the City are not all-inclusive but indicate the type of matters or rights which belong to and are inherent in the City in its general capacity as management. Any of the rights, powers, and authority that the City had prior to entering into this collective bargaining agreement are retained by the City, except as specifically abridged, delegated, granted or modified by this Agreement.

For City of North Miami Beach

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Section 4: If the City fails to exercise any one or more of the above functions from time to time, this will not be deemed to constitute a waiver of the City's right to exercise any or all of such functions.

For City of North Miami Beach

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Date \_\_\_\_\_

For AFSCME Local 3293

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Date \_\_\_\_\_

## ARTICLE 4: NON-DISCRIMINATION

Section 1– Union Membership as a Condition of Employment: It is agreed that no employee shall be required as a condition of employment to join or refrain from joining the Union.

Section 2– Union Membership Discrimination: The City agrees it will not discriminate against, coerce or intimidate any employee covered by this Agreement because of membership or non-membership in the Union, or for filing a grievance.

Section 3– Other Forms of Discrimination: Neither the City nor the Union will discriminate against employees covered by this Agreement because of race, color, creed, sex, age, national origin, disability, citizenship, sexual orientation or any other status that is protected by applicable Federal, State or local law. The Union will not refuse to accept into membership or to represent employees through the grievance procedure or other collective bargaining processes because of an employees' race, color, creed, sex, age, national origin, disability, citizenship, sexual orientation or any other status that is protected by applicable Federal, State or local law.

Section 4– Access to City Property: The Union agrees that no officer, agent, representatives or members of the Union will coerce, or intimidate any employee into joining the Union. The Union further agrees that it will not interfere with or condone any interference with the free and unrestricted right of any employee of the City to enter and leave City property.

Section 5– Grievances: Refusal by the Union to process a grievance for an employee who is not a member of the Union shall not be considered discriminatory.

For City of North Miami Beach

For AFSCME Local 3293

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## ARTICLE 5: NO STRIKES

Section 1– Prohibitions: There shall be no strikes, work stoppages, picketing, slowdowns, boycotts, or concerted failure, or refusal to perform assigned work by the employees or the Union covered under this Agreement and there will be no lockout by the City for the duration of this Agreement. The Union supports the City fully in maintaining efficient operations.

Section 2– Discipline for Violations: Any employee who participates in, or promotes a strike, work stoppage, picketing, slowdown, boycott, or concerted failure or refusal to perform assigned work, may be disciplined or discharged by the City and the sole and exclusive jurisdiction to grieve such discipline or discharge shall be as provided in Article 13 of this Agreement, provided the arbitrator shall dismiss the grievance if he/she finds the employee violated any of the prohibitions set forth in this Article.

Section 3– Irreparable Injury: It is recognized by the parties that the City is responsible for, and engaged in activities, which are the basis of the health and welfare of the citizens of the City and that any violation of this Article would give rise to irreparable damage to the City and the public at large. Accordingly, it is understood and agreed that in the event of any violation of this Article, the City shall be entitled to seek and obtain immediate injunctive relief provided, however, it is agreed that the Union shall not be responsible for any act alleged to constitute a breach of this Article, if neither the Union, nor any of its officers or agents, instigated, authorized, condoned, sanctioned, or ratified such action and, provided further, that the Union and its officers or agents have used every reasonable means available to prevent or terminate such actions.

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Section 4– Picketing: There shall be no picketing by the Union or members of the bargaining unit, provided however they may engage in informational picketing solely for the purpose of conveying to the general public the Union's position in the labor dispute, subject to the following restrictions:

- A. picketing shall be confined to that area of the sidewalk immediately in front of the front plaza of City Hall;
- B. pickets shall be off duty and shall not be in City uniform;
- C. the public's unrestricted use of City facilities shall not be impaired;
- D. mass picketing (more than ten (10) pickets at any one time) will not be permitted; and
- E. the picketing does not interfere with or impede the ability of employees to perform their duties or the providing of City Services.

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## ARTICLE 6: DUES

Section 1— It is agreed and understood that the City, through its Manager, department heads, division heads, supervisory employees, and those employees not included in this bargaining unit, will take no action to either encourage or discourage membership in the Union. Assistance to any employee in the preparation of either Union membership or withdrawal forms shall constitute a violation of this provision.

Section 2 – Indemnification: The Union agrees to indemnify and hold the City harmless against any and all claims, suits, orders or judgments brought or issued against the City, as a result of any action taken by the City under the provisions of this Article.

For City of North Miami Beach

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## ARTICLE 7: UNION STEWARDS, UNION REPRESENTATION, AND SERVICES TO THE UNION

Section 1– Number of Stewards/Locations: The Union has the right to select employees from within the Bargaining Unit, as herein defined, to act as Union Stewards. The names of employees selected shall be certified, in writing, to the City Manager and the Human Resources Department by the Union. It is agreed to and understood by the parties to this Agreement that Union Stewards may, with prior approval of his supervisor, process grievances. The supervisor's approval shall not be unreasonably withheld. When given permission to leave the job to perform Union business, the Steward is to clock out, unless it is to attend a grievance or other meeting called by the City during the Steward's scheduled work day in which the Steward shall remain on the clock. It is agreed to and understood by the Union, that Union Stewards shall process grievances in such a manner as to not disrupt normal City activities and services. An employee may be designated as a Union Steward and be a member of the Union's Executive Board, but must be designated as a Union Steward in order to process grievances as provided in this paragraph.

There may be one (1) Union Steward from each of the following locations:

City Hall	17011 N.E. 19 <sup>th</sup> Avenue North Miami Beach, Florida
Parks & Recreation Department	17051 N.E. 19 <sup>th</sup> Avenue North Miami Beach, Florida
Public Services Administrative Offices	17050 N.E. 19 <sup>th</sup> Avenue North Miami Beach, Florida

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Public Services Operations Center	2101 N.E. 159 <sup>th</sup> Street North Miami Beach, Florida
Public Works	1965 N.E. 151 <sup>st</sup> Street North Miami Beach, Florida
Wastewater	17820 N.W. 29 <sup>th</sup> Court Miami, Florida
Norwood Water Plant	19150 N.W. 8 <sup>th</sup> Avenue Miami, Florida
Police Department	16901 NE 19 <sup>th</sup> Ave, North Miami Beach, Florida

Section 2: The City agrees that the person designated as Steward shall remain on the job as long as there is work in their classification. In no event shall the City discriminate against a Steward or lay the Steward off or discharge the Steward for any reasonable and lawful action taken by the Steward in the proper performance of his duty as a Steward. A Steward shall not be laid off unless all employees in the like classification have been laid off and in the event the Steward is laid off, the Steward shall be the first person to be re-employed.

Section 3– Timely Investigation: Every effort shall be made, by both the City and the Union, to allow Union Stewards to investigate grievances as rapidly as possible, preferably on the same day as the grievance becomes known and at least within three (3) working days.

Section 4– Union Representatives: Non-employee Union Representatives, including Business Representatives, shall be certified, in writing, to the City Manager by the Union. The Union agrees that activities by the Union Representatives shall be carried out in such a fashion as

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not to interfere with normal work production and they shall not enter work areas without the permission of the managerial employee responsible for the area the representative wishes to visit.

Section 5: The City shall provide two hundred forty hours (240) of paid leave annually to be used by the Union in order to attend state or national AFSCME/Union Conventions as well as any other AFSCME/Union related business. In order to use paid leave, the leave must be requested at least two (2) weeks in advance for leave of eight (8) hours or more. Approval for use of paid leave for periods of less than eight (8) hours will normally be approved with four (4) hours' notice. Unused leave time will roll over from year to year.

Section 6– Employee Information: The City shall furnish to the Union, electronically and by hard copy, a copy of the names, addresses, telephone numbers, job classification, department, division, and current pay rate of all employees in this Unit on a quarterly basis. Upon the Union's request, the City will provide the Union all new hire information, both electronically and in hard copy.

Section 7– Other Information: The City agrees to notify the Union in writing as early as practicable, of any public hearing in which personnel matters relative to this Unit are to be the subject of discussion. To facilitate this section, the City agrees to furnish the Union the following documents and publications:

Civil Service Board Agendas and Minutes  
Civil Service Eligibility List  
Civil Service Job Announcements

For City of North Miami Beach

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\_\_\_\_\_  
Date \_\_\_\_\_

\_\_\_\_\_  
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New Classification Specifications

Proposed and Final Annual Budget and Pay Plan

1 Set of Current Job Descriptions

A copy of the AFSCME Agreement on the City's Intranet site, "Inside NMB"

A copy of the AFSCME Agreement via CD or the equivalent and a hard copy for each division

The City shall make other public documents available to the Union upon proper request at the same terms it supplies them to the public; provided, the City will not charge the Union for the first ten (10) pages of a document properly requested.

Section 8: Four (4) employees from the unit will be permitted to attend contract negotiations on City time.

Section 9: The Union shall receive a written invitation to attend any orientation programs that may be sponsored by the City that includes job classifications covered by this Agreement at least five (5) calendar days in advance. Nothing in this section shall require the holding of orientation programs in any department or for any job classification. The Union will be afforded an opportunity to have a table at the open enrollment and employee health fair.

Section 10– Union Pool Time: Employees may contribute up to eight (8) hours of earned annual leave each year to a Union Pool Time Bank. The contributions shall be voluntary and shall be made during the months of November and April each year. Union pool time may be utilized to avoid the loss of pay when permission is granted to clock out for any of the following purposes:

- A. Preparation for and participating in collective bargaining, the contractual grievances and arbitrations.

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- B. Attending meetings and conventions relating to union business.
- C. Engaging in other Union related activities.

Administration of the Union Pool Time Bank shall be the sole responsibility of the Union and the only responsibility of the City is to transfer the earned annual leave upon the employee's written authorization to the Union Pool Time Bank and to pay employee's from the Bank upon a written request from the Union President or his/her designee specifying the hours, rate and activities for which the employee is to be paid.

Section 11– Information to Employees: Upon completion of the bargaining process and the ratification of this Agreement, the City shall cause to have printed twenty (20) copies of the signed and ratified Agreement and will provide via CD or its equivalent a copy of any departmental procedural directives. The City will provide to the Union via CD, or its equivalent, a hard copy of the collective bargaining agreement, any rules, regulations, policies or departmental procedural directives applicable to bargaining unit employees. Each division of each department will also make one (1) hard copy of any departmental procedural directives, rules, regulations and policies applicable to employees easily accessible to employees within the division. Access to the collective bargaining agreement will be made available for each department by electronic means or hard copy. All new hires in classifications within this bargaining unit shall receive an AFSCME Local 3293 Welcome Packet created by the Union to the City to explain Union benefits.

For City of North Miami Beach

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## ARTICLE 8: LABOR-MANAGEMENT COMMITTEE

Section 1– Departmental Committees: There shall be a Labor-Management Committee formed within each department affected by this Agreement. Said Committee shall consist of one (1) bargaining unit members designated by the Union and of one (1) member of management designated by the head of each affected department. By mutual agreement, the parties may each have up to three (3) bargaining unit members and three (3) members of management at meetings of larger departments. The City Manager or his/her designee may also participate in all such meetings. In the event the City Manager or his/her designee chooses to participate in a meeting the Union will be permitted to select one (1) additional bargaining unit employee to participate on the Committee for that meeting.

Section 2– Meetings: Each department Labor-Management Committee shall meet as needed by mutual consent. These meetings shall be held during working hours, without loss of pay. The purpose of these meetings will be to discuss problems and objectives of mutual concern.

Section 3– City Manager: Upon mutual agreement, there shall be a Labor-Management meeting every six (6) months between the City Manager and the Union President to discuss general topics of interest. Each may be accompanied by up to two (2) other persons unless the parties both agree otherwise.

For City of North Miami Beach

For AFSCME Local 3293

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## ARTICLE 9: SENIORITY, LAYOFF, RECALL

### Section 1– Definition/Accumulation:

- A. Bargaining unit seniority shall mean the length of continuous service an employee has with the City beginning with the date he/she was hired so long as the employee has been carried for payroll purposes as a full-time bargaining unit employee.
- B. NMB Water team members that were rehired during the 2020-2021 insourcing of NMB Water-Employees that had continual employment with the City shall also be credited with seniority earned prior to outsourcing. This provision shall not apply to probationary period or waiting period for utilization of accruals.

Continual employment shall be defined as an employee that worked for NMB Water prior to outsourcing, transitioned/transferred directly to contractor (Jacobs), and rehired during insourcing of services without any break in service.

- C. Bargaining unit seniority will continue to accrue during all types of City of North Miami Beach approved leave except for leave of absence without pay for more than thirty (30) days, which shall cause this date to be adjusted for an equivalent period of time. Leave of absences without pay for less than thirty (30) days shall not cause the bargaining unit seniority date to be adjusted.

Section 2: If it is necessary to reduce the workforce, layoffs will first be by type of position within the division, as follows: temporary appointments, provisional appointments, substitute appointments, part time appointments, full time probationary appointments, and regular full-time appointments. If it is necessary to layoff regular full-time employees, bargaining unit seniority by division, by classification, will be used for the purpose of layoff and recall and for other purposes as provided in this agreement. Regular full-time employees are the only employees entitled to recall. The other types of employees within the City (i.e., temporary, provisional, substitute, Part Time) do not have recall rights. Nothing herein shall adversely affect a laid-off full-time

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employee's right to displace another employee with less bargaining unit seniority in an equal or lower bargaining unit position, which he or she is qualified.

Section 3: An employee affected by a reduction in force shall have the right to displace another employee with less bargaining unit seniority in any equal or lower bargaining unit position, provided the retained employee has satisfactorily completed the probationary period in the equal or lower job classification, is technically qualified, and physically capable of performing the duties of the position.

Section 4– Recall: Regular full-time employees are the only employees entitled to recall and they shall be recalled in their job classification in the department in reverse order of their layoff. Recall rights shall expire after twenty-four (24) months.

Section 5: Any employee who accepts a lower paid position shall retain their eligibility for longevity pay as previously attained in the old position.

Section 6– Recall Procedure: When a vacancy occurs within the bargaining unit, the Human Resources Department will send a certified letter of notice to the employee eligible for recall at the last known address he/she filed with the City with a courtesy copy to AFSCME. Further, the City agrees not to hire new employees while laid off employees qualified to perform the job remain on the recall list. The recalled employee shall also be credited with seniority earned prior to layoff. However, the time spent on layoff, except for time spent on a layoff for less than thirty (30) days, shall not be credited in the calculation of benefits.

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If an employee refuses to return to work on the classification for which he or she is recalled for, or if no response is received within ten (10) working days after the notice of recall is sent, such employee's recall rights are forfeited. The employee would still be eligible for employment with the City, but not on a preferential basis.

Section 7– Recall List: The Human Resources Department will maintain a recall list of regular full-time employees based on department, by classification, by bargaining unit seniority. Seniority lists by department, by classification, shall be furnished to the Union, and shall be kept posted in each department that has bargaining unit members. Such lists shall be provided to AFSCME by Human Resources by January 1st and June 1st of each year. In preparing seniority lists, when it is impossible to determine the proper order by date of hire or length of service with the City, then the names shall be listed in alphabetical order by surnames.

Section 8– Severance in Lieu of Notice: All employees shall receive at least two (2) weeks' notice of layoff or, in lieu of notice, two (2) weeks' pay at his/her regular rate of pay. AFSCME shall be furnished copies of all layoffs at the same time as the laid off employee receives notice.

For City of North Miami Beach

For AFSCME Local 3293

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## ARTICLE 10: WORK SCHEDULE

Section 1– Work Hours: The standard workweek shall consist of seven (7) consecutive twenty-four (24) hour "days" coinciding with the "pay period" week, Thursday through Wednesday.

Section 2– Hours: The standard number of working hours during any standard workweek will normally be forty (40) hours. This Article is intended to be construed as establishing a basis for overtime and shall not be construed as a guarantee of hours of work per day or week.

Section 3: The City will not change employee's work schedules to avoid the payment of overtime.

Section 4: No change in the number of days of work per week, or number of hours of work per day, shall be made without prior consultation and written notification with the Union.

- A. The City agrees to continue scheduling employees engaged in "residential" and "commercial" sanitation collection on a task assignment basis, a "task" being defined as when all scheduled collection for the day has been completed on all routes. This means that the City shall have the right to direct crews who have completed their route to assist other routes in completing their collection.
- B. It is recognized that from time to time the City may need to change permanently the employees' hours and/or days or work, routes, methods of sanitation collection and/or otherwise make alterations to the employees' work schedule. The City may formulate and implement any such changes in its discretion provided that it first discusses them with the Union and notifies the Union in writing. Any such changes made by the City will be subject to the grievance/arbitration procedure of this Agreement. However, an arbitrator's jurisdiction is limited to determining whether the City is maintaining a task assignment. If so, then the City's "changes" must be upheld. If not, the arbitrator nevertheless has no jurisdiction to impose any particular work schedule. Rather, the City will then have ninety (90) calendar days

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which to implement a work schedule that is consistent with a task assignment. The Union may challenge this "new" schedule, but only as provided herein above.

Section 5– Days Off: All regular full-time employees shall receive two (2) consecutive or three (3) days off at the completion of five (5) consecutive days or four (4) days of work, whichever applies. In Monday to Friday operations, these days off shall be Saturday and Sunday. In seven (7) day per week operations these days off shall be either Friday and Saturday, Saturday and Sunday, or Sunday and Monday. Due to scheduling necessities, Library Personnel, Recreation Personnel, Water Plant Operators, Crime Scene Technicians, Code Compliance and Public Works employees may be exempted from the provisions of this Section based on operational needs.

Section 6– Shift Assignment Change: Employees shall be notified in writing at least fourteen (14) calendar days in advance of any change in their assigned shift except Recreation Personnel, Crime Scene Technicians, and Library Personnel which may receive less notice due to scheduling necessities.

Section 7– Lunch Breaks: Employees will have a sixty (60) minute unpaid lunch break. The timing of said lunch period will be determined at the discretion of the employee's department head.

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## ARTICLE 11: OVERTIME

Section 1– Overtime: An employee shall be compensated at one and one-half (1-1/2) times his/her normal base hourly rate for time worked in excess of forty (40) hours in a week, provided however, that overtime shall first be certified by an authorized representative of the City as being necessary.

A. The majority of classifications in the bargaining unit are assigned to a forty (40) hour week and such is considered their normal workweek. Where employees are serving in positions wherein they are required to work varying schedules, as necessary to accomplish the required work, overtime compensation provisions will not apply. In classifications where the normal work schedule assigned is over forty (40) hours, salaries are set at a level to compensate for this factor and overtime compensation provisions will not apply, unless the total worked is in excess of the prescribed normal work schedule.

B. Overtime compensation will not be paid, unless the normally scheduled workweek is actually worked in full. Early completion due to planned incentive scheduling shall not constitute the normal work-day or normal work-week. However, paid holiday leave and annual leave (but not sick leave) shall be included as part of the normal workweek for purposes of computing eligibility for overtime payment.

Section 2– Call Out Pay: There will be no guaranteed minimum for regularly scheduled overtime.

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Date \_\_\_\_\_

- A. Employees who are called from home to work and who actually report as requested, shall be guaranteed three (3) hours' pay at one and one-half (1-1/2) their regular straight time rate of pay.
- B. Employees who work emergency overtime, and who complete their task within the guaranteed call back hours, will not be required to remain on-duty for the full three (3) hours. No additional compensation will be paid for other call backs within the three (3) hours.
- C. An employee who works two (2) or more hours beyond his/her normal work day shall be allowed one-half (1/2) hour for mealtime without loss of pay.

An employee called to work at least three (3) hours before his/her normal starting time shall be allowed one-half (1/2) hour break with no loss of pay, provided he/she completes his/her normal shift. Non-Exempt Supervisory personnel, unless on regular duty, will not perform work which is ordinarily performed by Bargaining Unit employees in order to avoid payment of overtime to Bargaining Unit employees.

Section 3– Overtime Assignments:

- A. Overtime work shall be offered according to seniority in the division on a rotating basis. Qualified employees who decline an offer of overtime work shall be placed at the bottom of the seniority rotation roster. In the event all employees decline overtime, it shall be assigned to the least senior qualified employee at the discretion of the Department Head.
- B. In cases of an emergency condition, when an employee is dispatched or is onsite/route the employee must remain on-site/route until properly relieved even though the employee may be working beyond his/her scheduled work shift and will be paid in accordance with the FLSA. Grieving any issues relating to this Section shall not be grounds for not adhering to this Section.

Section 4– Disasters: In the event the City Manager declares an emergency condition due to a disaster, or in preparation for a potential disaster such as a hurricane, or other unforeseen event, such declaration being made at his sole and exclusive discretion, employees who are informed by their department head to remain at work or to report to work during the emergency will be

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compensated at two and a half (2 1/2) times their normal rate of pay for the duration of the emergency condition. Employees who are sent home on the day the emergency condition is declared will receive their normal pay for the remainder of that day. Employees who are directed by their department heads not to report to work on subsequent days of the emergency will be paid as follows:

- A. The first five days that a civilian employee would have been scheduled to work and is unable to do so as determined by his/her department head, will be paid by the City at the civilian employee's normal rate of pay. These hours of compensation may not be used towards meeting the 40 work hour requirement for overtime purposes.
- B. If the condition as declared by the City Manager continues beyond the initial five (5) day period and department heads are still not able to direct their civilian employees to return to work, they must then use accrued sick or annual leave time if they wish to continue to receive weekly compensation.
- C. Since normally they would not have been scheduled to work, civilian employees who are already on vacation or using sick hours, during or when the emergency is declared, are not eligible to be paid by the City for the hours described in paragraph a., above. They will continue to use their pre-arranged vacation or sick time. If said employee is scheduled to return to work, they will be subject to a. or b. whichever applies.
- D. On May 1<sup>st</sup> of each year the City shall establish and display a list of job classifications designated as essential in case of emergency. The City reserves the right to modify said list as necessary. Barring exigent circumstances, the City shall provide an updated list of essential emergency personnel and the expected shifts affected employees will be assigned forty-eight (48) hours prior to a state of emergency declared by the City Manager.

Section 5– Overtime List: City will provide a monthly overtime list including new hires list for previous month, in accordance with seniority in each department indicating the relative

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seniority of each employee by classification and division within a department. This list shall be posted in a conspicuous location and periodically updated as required by personnel activity.

Section 6– Return to Work for Disciplinary/Corrective Action: When employees are required to return to work for corrective or disciplinary action, they shall be entitled to overtime compensation beyond his/her regular shift. However, an employee who has not worked a forty (40) hour workweek shall be compensated at the regular straight time rate until the forty (40) hours has accrued.

Section 7– Appearance on Behalf of the City: If an employee is required to appear on behalf of the City at any administrative proceeding or court proceeding, the employee will be paid their regular straight-time rate of pay. If the employee has already worked a forty (40) hour workweek and attendance at such proceeding would cause the employee to exceed forty (40) hours in the workweek, the employee will be paid their overtime rate for any time spent over forty (40) hours. This provision shall not be interpreted to provide payment to an employee for appearance at proceedings brought by the employee against the City.

Section 8– Witness Fees: If an employee is required to appear on behalf of the City at any administrative proceeding or court proceeding, and the employee receives a witness fee, the employee shall be entitled to keep the witness fee. If the employee receives reimbursement for mileage, such reimbursement shall be provided to the City only if the employee used a City vehicle for transportation to and from the proceeding.

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## ARTICLE 12: MAINTAINING OF DISCIPLINE

Section 1: Whenever an employee violates any rule, regulation, or policy, or upon discovery of the violation, the employee shall be notified by his/her supervisor of said violation within twenty-one (21) days. An informal discussion with the Union representative and the employee prior to the issuance of any disciplinary action will be conducted if requested by the employee. It is the responsibility of the employee to assure the Union representative's attendance at such meeting; the supervisor shall delay such meeting to allow a reasonable time (within one week) for the Union representative (shop steward) to be present. Prior to any action more serious than a written reprimand, a pre-disciplinary hearing will be conducted by the Department Head or his designee and written charges will be presented to the employee.

Section 2– Notice of Disciplinary Action: The City agrees to promptly furnish the Union with a copy of any disciplinary action notification against an employee in this Bargaining Unit.

Section 3: The City agrees that all performance reports, evaluation statements and the employee counseling report will have a place designated for the employee's signature and will provide a space for an employee to comment on the content of the form report. After presenting aforementioned form to an employee, the City shall provide the employee a maximum of three working days to prepare a response if he/she so desires. There shall be no performance report, evaluation statement, or employee counseling report in an employee's personnel folder, unless the employee has been given a copy at the same time it is placed in the file.

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Section 4: The employee shall have the right to representation on any matter, including discussions on disciplinary action.

Section 5: Employees shall have the right to respond in writing to all letters of reprimand and shall have that response placed in his/her personnel folder, attached to the letter to which it responds.

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## ARTICLE 13: GRIEVANCE PROCEDURE AND ARBITRATION

### Section 1– General:

- A. In a mutual effort to provide a harmonious working relationship between the parties to this Agreement, it is agreed and understood that there shall be a procedure for the resolution of the grievances between the parties and that such procedure shall cover grievances involving the application or interpretation of this Agreement.
- B. B It is understood and agreed by the parties that this grievance/arbitration procedure is intended to be the sole and exclusive method of resolving grievances. Accordingly, employees covered by this Agreement may no longer file a grievance pursuant to Civil Service Rules Chapter 13, Sections 13.01 and 13.07 nor to City Charter, Article 13, Department of Personnel, Section 79 (Appeals) and, therefore, the Civil Service Board shall not have jurisdiction to hear any grievance filed by a bargaining unit employee (i.e., whether it is a grievance over discipline or any other matter).

Section 2– Definition of a Grievance: A grievance is restricted to a claim by the Union that a specific provision or provisions of this Agreement has been violated, misapplied or misinterpreted.

Section 3– Timelines: Time is considered to be of the essence for the purposes of this Article. Accordingly, any grievance not submitted or processed by the grieving party in accordance with the time limits provided below shall be considered conclusively abandoned. Any grievance not answered by management within the time limits provided below will automatically advance to the next higher step of the grievance procedure, unless waived by mutual consent.

Section 4– The Grievance Process: Grievances shall be presented in the following manner:

- Step 1: The employee, with or without the Union representative or Steward, shall first take up his/her grievance with his/her immediate supervisor within seven (7) working days of the occurrence of the event(s) which gave rise to

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the grievance, or when the Union knew or should have known of the grievance, whichever first occurs. Such grievance shall be presented to the supervisor in writing, shall be signed by the employee, and shall specify: (a) the date of the alleged grievance; (b) the specific article or articles of this Agreement allegedly violated; (c) statement of fact pertaining to or giving rise to the alleged grievance; and (d) the relief requested. If within seven (7) working days of the presentation of the grievance the dispute has not been satisfactorily resolved, the employee may proceed to Step 2.

Step 2: Step 2: In the event that the Union is not satisfied with the disposition of the grievance in Step 1, the Union shall have the right to appeal his/her immediate supervisor's decision to his/her Department Head within seven (7) working days of the date of issuance of the immediate supervisor's decision or the last day for such a decision, whichever comes first. Such appeal must be accompanied by the filing of a copy of the original written grievance together with a letter signed by the Union requesting that the immediate supervisor's decision be reversed or modified. The Department Head shall, within seven (7) working days of the appeal (or for such longer period of time as is mutually agreed upon) meet with the employee. Within seven (7) working days of this meeting (or for such longer period of time as is mutually agreed upon), the Department Head shall render his/her decision in writing.

Step 3: Step 3: In the event that the Union is not satisfied with the disposition of the grievance in Step 2, the Union shall have the right to appeal the Department Head's decision to the City Manager within seven (7) working days of the date of issuance of the Department Head's decision or the last day for such a decision, whichever comes first. Such appeal must be accompanied by the filing of a copy of the original written grievance together with a letter signed by the employee requesting that the Department Head's decision be reversed or modified. The City Manager, or his/her designee, shall, within ten (10) working days of the appeal (or for such longer period of time as is mutually agreed upon); review the decision and all evidence submitted by the employee and the Department Head; and render his/her decision in writing.

Section 5– General Grievances: Where a grievance is deemed, by mutual agreement between the City and the Union, to be general in nature in that it applies to a number of employees having the same issue to be decided, or if the grievance is directly between the Union and the City,

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it shall be presented directly to the Second or Third Step of the Grievance Procedure, whichever is appropriate, within the time limits provided for the submission of a grievance in Step 1, and signed by the aggrieved employees or the Union representative on their behalf.

Section 6– Arbitration: In the event a grievance processed through the grievance procedure has not been resolved at Step 3, above, the Union may request that the grievance be submitted to arbitration within fifteen (15) working days after the City Manager, or his/her designee, renders a written decision on the grievance. The parties shall jointly request the Federal Mediation Conciliatory Service to furnish a panel of seven (7) names. The selection of a neutral arbitrator shall be in accordance with the procedures of the Federal Mediation Conciliatory Service with each party alternately striking an arbitrator's name. Each party may strike two (2) entire panels.

Section 7– Arbitration Procedure: The City and the Union may mutually agree in writing as to the statement of the grievance to be arbitrated prior to the arbitration hearing, and the arbitrator, thereafter, shall confine his/her decision to the particular grievance thus specified. In the event the parties fail to agree on the statement of the grievance to be submitted to the arbitrator, the arbitrator will confine his/her consideration and determination to the written statement of the grievance presented in Step 1 of the grievance procedure. The arbitrator shall have no authority to change, amend, add to, subtract from, or otherwise alter or supplement this Agreement or any part thereof or amendment thereto. The arbitrator shall have no authority to consider or rule upon any matter which is stated in this Agreement not to be subject to arbitration or which is not a grievance as defined in this Agreement, except to the extent as specifically provided herein.

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Section 8: The arbitrator may not issue declaratory opinions and shall confine himself/herself exclusively to the question which is presented to him/her, which question must be actual and existing.

Section 9- Expenses: Each party shall bear the expense of its own witnesses and of its own representative (s) for the purpose of the arbitration hearing. Upon advance notice being given, the City shall make appropriate arrangements to excuse from work necessary witnesses. The impartial arbitrator's fee and related expenses and expense of obtaining a hearing room, if any, shall be equally divided between the parties. Any person desiring a transcript of the hearing shall bear the cost of such transcript unless both parties mutually agree to share such costs.

Section 10– Decision: Upon conclusion of the hearings, the arbitrator shall render his/her decision within thirty (30) days. Such decision shall set forth the arbitrator's opinion and conclusion on the issue(s) submitted. The arbitrator's award shall be final and binding on the parties. Copies of the award shall be furnished to both parties.

Section 11– Probationary and Part-Time Employees: Probationary and part time employees shall have no right to utilize this grievance procedure for any matter concerning discharge, suspension or other discipline.

Section 12: The Union shall not be required to process grievances for employees covered by this Agreement who are not members of the Union.

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## ARTICLE 14: LEAVE

Section 1– Annual Leave: All full-time employees will earn ninety-six (96) hours of annual leave each year at the rate of one (1) day (8 hours) per calendar month. Leave may be utilized for vacation or personal purposes by the employee after it has been earned; an employee may not draw upon future leave earned. All use of annual leave, other than in an emergency situation, must be requested and approved by the employee's Department Head in advance of use per Civil Service Rule 12.13. Prepayment of salary for vacation purposes will be made, provided there is sufficient leave accrued to cover the vacation period, it is approved by the Department Head, and is submitted to the Human Resources Department not less than three (3) weeks in advance of the date requested for the advance payment.

Probationary employees will earn leave at the rate indicated above; however, during the first six (6) months of the probationary period they may not utilize any of this leave. Further, in the event of termination prior to completion of the first six (6) months of the probationary period, all leave so earned is forfeited.

Section 2– Service Leave: Full time employees who have completed six (6) years of continuous service with the City will earn an additional fourteen (14) hours of annual leave; employees with ten (10) continuous years of service will receive thirty (30) hours of annual leave; employees with fifteen (15) years of continuous service will receive thirty eight (38) hours of annual leave; employees with twenty (20) years of continuous service will receive forty-six (46) hours of annual leave.

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Section 3– Annual Leave Accumulation and Carryover: All annual leave may be accumulated up to a maximum of 250 hours. Employees will not be allowed to cash in any unused annual leave until separating from the City. For employees having more than two hundred and fifty (250) hours of accumulated leave on January 1, 2013, the maximum amount of leave shall be grandfathered in as the number of hours in the employee's leave account on January 1, 2013, up to a maximum of four hundred (400) hours. For subsequent years, the maximum allowable accumulated leave balance shall be the lowest balance in the employee's account as of January 1, 2013, or any year thereafter. If the balance on January 1 of any year should drop below two hundred and fifty (250) hours, the maximum accumulation shall be two hundred and fifty (250) hours.

Section 3(a): Upon separation of employment, payment for annual leave will be at the employee's current rate of pay.

Annual leave may be temporarily accumulated above the allowable maximum during the course of a calendar year, however, any such leave not taken by December 31 of the year in which it was earned will be forfeited.

Section 4– Reporting on Leave: Each employee will receive an annual balance sheet indicating leave earned, leave used, and any balance left. The official record of annual and sick leave credits is maintained in the Human Resources Department.

Section 5– Scheduling of Leave: Annual leave will be scheduled in accordance with the desires of the employee, subject to the following:

- (a) leave must have been earned prior to the date of utilization;
- (b) the needs of the Department must be met;

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- (c) strict seniority by classification will be the determining factor in choice of leave dates between, employees provided, if an employee had his/her vacation request approved, a senior employee's later request for the same vacation time will be denied unless management determines both employees can have the same vacation time.

Section 6– Sick Leave: All full-time employees will earn ninety-six (96) hours of Sick Leave each year at the rate of eight (8) hours per calendar month. Leave may be utilized for the following purposes only:

- (a) for personal or family illness (as per Section (c) below) or injury, including pregnancy, or pregnancy related illnesses, and any reason that qualifies for family and medical leave. Verification of illness by a certified physician maybe requested for any illness or injury absence of three (3) days or more; verification of illness or injury by a certified physician may be required.
- (b) for personal visits to a physician or dentist that cannot otherwise be arranged during off duty hours; permission must be obtained forty-eight (48) hours in advance of appointment, except in emergency situations.
- (c) employees are entitled to City paid leave of up to three (3) days when no travel outside of the State of Florida is needed and up to five (5) days when travel outside the State of Florida is needed for bereavement purposes. Sick leave may also be used for bereavement reasons, due to a death in the employee's immediate family; immediate family is defined as parent (by blood or legal adoption), spouse, child (by blood or legal adoption), brother, sister, grandparents, or in-laws residing in the same household.

Section 7– Sick Leave Accumulation: All unused or unconverted sick leave shall be accumulated in a "sick leave bank." The accumulation of sick leave shall be unlimited. However, upon separation, employees are subject to a sick leave maximum compensable balance of 600 hours. Upon separation from employment, payment for sick leave will be at the employee's current rate of pay.

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As of August 14, 2013, the rate of payment due to an employee upon separation from the City for accumulated sick leave, shall be in accordance with the following schedule:

Date of hire to 2 ½ half years of service.....	0%
2 1/2 half years to 10 years of service.....	15%
10 years to 15 years of service.....	25%
15 years to 20 years of service.....	40%
Over 20 years of service.....	50%

Employees who were employed before August 14, 2013, are grandfathered in at their then-current percentage rate, but will only be permitted to advance based upon the new rates outlined above. For example, an employee who was employed for fourteen (14) years on August 13, 2013, is grandfathered in at the rate of fifty percent (50%), and will be maxed out at that percentage rate. A nine (9) year employee (as of August 13. 2013) will be grandfathered in at the rate of twenty five percent (25%), and will be eligible to accrue up to forty percent (40%) or fifty percent (50%) based on their subsequent years of service with the City. Any payment made for use of sick leave during the course of an employee's normal employment shall be made at the then current rate of pay.

Probationary employees will earn leave at the rates indicated above; however, during the first six (6) months of the probationary period, they may not utilize any of this leave. Further, in the event of termination prior to completion of the first six (6) months of the probationary period, all leave so earned is forfeited.

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Section 8– Official Leave: Full time employees will be granted official leave (time off with pay) for the purposes of jury duty service and to attend official or educational meetings as directed by the City only. Such time off will not be charged against the employee's Annual or Sick leave accounts. Jury fees may be retained by the employee.

Section 9– Military Leave: The City of North Miami Beach is governed by Federal and State Law concerning military leave and all employees covered under this agreement shall receive the benefits of such laws.

Section 10– Workers' Compensation: In the event a regular full-time employee suffers an injury arising out of the course of his/her employment, he/she shall be entitled to receive benefits subject to the following conditions:

- (a) The injury must be attributable to the employee's occupation in the City and be considered as such under the administrative code and rules and regulations of the Workers' Compensation Statute of the State of Florida.
- (b) All Workers' Compensation Medical Benefits and Leave will be provided in accordance with the applicable Workers' Compensation law of the State of Florida.

Section 11– Leave Without Pay:

- (a) A permanent employee may be granted Leave of Absence without pay for a period not to exceed six (6) months, provided it is first requested and then approved in advance by the Department Head and the City Manager. The decision of the City Manager is final and binding. Extensions for up to an additional six (6) months may be made, subject to these same prior approvals. Under no circumstances will a Leave of Absence Without Pay exceed one (1) year except as provided by Federal Law for Military Services.
- (b) Leave without pay, up to thirty (30) days, may be granted by the City Manager or his designee. Employees will not accrue benefits for unpaid leaves in excess of thirty (30) calendar days.

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- (c) Requests for unpaid sick/maternity/adoption leave shall be subject to the provisions of the Family Medical Leave Act (FMLA).
- (d) Leave of Absence may be granted to a permanent employee to enable him/her to take an appointment in the exempt service; however, this leave of absence period shall be limited to a maximum of one year effective from the exempt service appointment date. If an employee returns to bargaining unit member status after the one-year leave of absence as an exempt employee having expired, he/she will regain the bargaining unit seniority/benefits status that he/she had as of the exempt service appointment date. Leave may also be granted for sickness or disability, to engage in a course of study, or other good and sufficient reasons which are considered to be in the best interests of the City of North Miami Beach.

Section 12 – Paid Parental Leave: Employees covered by this agreement shall be eligible for paid parental leave for the purpose of caring for a newborn or newly adopted child.

- (a) To be eligible, bargaining unit employees must be full-time employees with the City of North Miami Beach and have worked for the City for at least 12 months. To qualify for the paid parental leave, an employee must have worked at least 1,250 hours for the City in the 12 months immediately prior to the start of leave.
- (b) Paid parental leave shall be up to six weeks long and may be taken during the first year after the birth or adoption of the child or children. Such leave shall be taken as a continuous block of leave unless the City agrees to allow intermittent leave. If intermittent leave is approved, parental leave time may be taken by day or week during the first year after the birth or adoption of a child. The leave period is fixed regardless of the number of children born or adopted by the employee.
- (c) During the leave period:
  1. The employee shall be paid 100 percent of his or her base wages for the first two weeks. 75 percent of his or her base wages for the following two weeks, and 50 percent of base wages for the remaining two weeks.
  2. Employees shall be eligible to use any accrued leave in order to receive compensation up to 100 percent of base pay during the weeks reimbursed at the rates of 75 percent and 50 percent.
  3. This leave shall occur concurrently with, count against, and not be added to unpaid or job protected leave for which the employee may be eligible, including the federally mandated 12 weeks of Family Medical Leave Act (FMLA) leave.

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4. If both parents work for the City, each is entitled to a six-week leave period, and they may take their parental leave period concurrently, subsequently, or in any other combination they wish.
- (d) Employees must provide their respective department director, through the Department of Human Resources & Risk Management, at least thirty (30) days advanced notice before the leave is to begin if the need for the leave is foreseeable based on an expected birth or placement for adoption.
- (e) If thirty (30) days' notice is not practicable, notice must be given as soon as practicable.
- (f) When medical emergencies are involved, notice may be given in person or by telephone, and may be given by the employee's spouse or other family member if the employee is unable to do so due to a serious health condition. Written notice cannot be required in case of a medical emergency.
- (g) Employees seeking paid parental leave should complete the Request for FMLA form and Certification of Healthcare provider form and submit it to the Human Resources & Risk Management Department. Forms should be completed in its entirety and state the reason for the request, and the beginning and end dates of the requested leave.
- (h) Once it has been determined that paid parental leave will be granted, the Human Resources & Risk Management Department will notify the employee in writing within ten (10) days absent extenuating circumstances, as to whether or not the leave will be designated as paid parental leave, and provide the employee with notice detailing the specific expectations of the employer and explaining any consequences of a failure to meet those obligations.
- (i) Employees meeting all conditions required by paid parental leave, including notice certification requirements, shall be entitled to six (6) weeks of paid leave at:
- a. 100 percent of base wages for the first two (2) weeks,
  - b. 75 percent of base wages for the following two (2) weeks,
  - c. 50 percent of base wages for the remaining two (2) weeks.
- (j) The number of paid parental leave period employees may take is unlimited over the duration of their employment with the City, but employees are only eligible for one six (6) week paid leave per birth or adoption.

If both parents work for the City, each is entitled to a six (6) week leave period, and they may take their parental leave period concurrently, subsequently, or in any other combination they wish.

- (k) The following forms are required:

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- a. Employee Request for Paid Parental Leave - Employees complete this form to request Paid Parental Leave.
- b. Certification by Healthcare Provider for Employees Health Condition - The employee's healthcare provider must complete this form to certify the employee's health condition. It is the employee's responsibility to return this completed form to the Human Resources & Risk Management Department within the required timeframe.
- c. Applicable Documentation for Newly Adopted Child
- d. Designation Notice - This form advises the employee whether the leave was approved under the Paid Parental Leave and/or if the employee needs to submit any additional documentation before the leave can be approved.

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## ARTICLE 15: HOLIDAYS

Section 1– Holidays Recognized: The following shall be recognized holidays:

New Year's Day  
Martin Luther King's Birthday  
Presidents' Day  
Memorial Day  
Juneteenth  
Employees' Birthday  
Fourth of July  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Friday after Thanksgiving  
Christmas Day  
Two (2) Floating Holidays

Section 2– Use of Floating Holiday: The Floating Holidays may be used in one-hour blocks for any purpose desired by the employee, provided:

- (a) it is requested and approved;
- (b) it does not disrupt the functioning of the department or division;
- (c) must be used within the calendar year, January 1st through December 31st; and
- (d) will be forfeited if not utilized - i.e., there will be no payment for unused day.

Section 3– Official Day of Observance: Holidays falling on a Saturday will normally be observed on the Friday before; holidays falling on a Sunday will normally be observed on the Monday after. However, exception may be made if the Federal Government's official observance of a holiday is contrary to this Section.

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Section 4– Holiday Pay: Full-time employees will receive holiday pay for the employee's regularly scheduled work hours.

Section 5– Christmas and New Year's Eve: When the day immediately preceding December 25th and December 31 falls on a weekday (Monday through Friday) which is a normal work day, employees may be allowed one-half ( $\frac{1}{2}$ ) day off with pay in the sole and exclusive discretion of the City Manager. This shall not be considered a holiday and employees not receiving time off under this provision will not be entitled to compensatory time off or overtime pay. Employees on Annual Leave or Sick Leave on this day will be charged for a full day. Employees not allowed to take their one-half( $\frac{1}{2}$ ) day on this day shall receive equivalent administrative leave prior to April 1<sup>st</sup>. However, no employee shall be entitled to pay for such leave if it is not used.

Section 6– Holiday Pay:

- (a) When a Holiday falls on an employee's regularly scheduled work day and the employee is required to work that day, the employee shall receive either one day's pay plus one and one-half ( $1\frac{1}{2}$ ) times the hourly rate for all hours worked that day (in effect, the employee will be paid double time and one-half for that (8) hour day) or one and a half ( $1\frac{1}{2}$ ) times the hourly rate for all hours worked that day and he/she will be allowed to take a day off with pay within ninety (90) days after the holiday. The days off that may accrue in this "holiday time" bank may be taken in conjunction with scheduled regular leave time. It is also expressly understood that any hours that may be accrued in the "holiday bank" but not taken, at the time of an employee's termination will not be paid by the City. The selection as to which method of payment to use for compensating employees working a holiday shall be at the discretion of the employee's department head.
- (b) When a Holiday falls on an employee's regularly scheduled day off, and the employee is not required to work, the employee shall receive another day off, or an extra day's pay within the same pay period, at the convenience of the Department.

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- (c) When a Holiday falls on an employee's regularly scheduled day off and the employee is required to work, then the employee shall be entitled to be paid at one and one-half (1½) times the hourly rate for all hours worked on that day, with a guaranteed minimum of four (4) hours. In addition, the employee, at his/her department head's discretion, will be entitled to either:
1. an additional eight (8) hours' pay for the Holiday; or
  2. one (1) day off within the same week.
- (d) Whenever an employee works a second shift under the conditions specified in Section 5(c) above, the employee will be paid at two (2) times his/her regular straight time rate of pay for the hours of the second shift actually worked, but will not receive the additional compensation provided for in Section 5(c) (1) and (2) for the second shift.

Section 7: To be eligible for holiday pay, the employee must work his/her scheduled work day or shift immediately preceding and after the holiday unless the absence is approved or excused by his/her Department Head.

For City of North Miami Beach

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Date \_\_\_\_\_

For AFSCME Local 3293

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## ARTICLE 16: GROUP INSURANCE

Section 1– Health: The City shall provide group health insurance for its regular full-time employees covered by this Agreement: The employee's contribution rate and benefits levels to the health care program will be the same as that offered to all non-represented employees of the City.

- (a) It is agreed that the City may establish, change, supplement and implement the City Health Insurance program, including but not limited to changes in the premium contributions, benefits and all costs related thereto. The only exception to the foregoing sentence is that if the City exercises its right to implement any such changes, it will provide reasonable notice and discuss with the Union the explanation of changes and reasons thereof.
- (b) The company selected shall be at the option of the City. Prior to making a change of health insurance carriers the City shall survey employees to ascertain their level of satisfaction with the present carrier. This information will be considered in the overall decision making process by the City but the City shall not be bound by the results of the survey.

Section 2– Life: The City shall provide a term Life Insurance policy equal to the employee's annual salary rounded to the nearest thousand for each regular full-time employee at no cost to the employee.

Section 3– Disability: The City shall provide a short-term disability insurance program as per City Ordinance 79-14 with disability compensation computed at 75% of employee's base salary.

Section 4: The City agrees to deduct and remit, as required Death Benefits Premiums from employees pay checks, upon request. This shall be limited to one such program.

For City of North Miami Beach

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Section 5: The Union will be entitled to appoint one (1) member to the Health Insurance Solicitation Committee. If the City does not utilize the Health Insurance Solicitation Committee, it will share with the Union any health care solicitation materials that may be used to seek health care proposals.

For City of North Miami Beach

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## ARTICLE 17: HEALTH AND SAFETY PROGRAM

Section 1: Employees shall not be expected to perform work in unsafe and unsanitary conditions. If any employee believes that he/she is being required to work under such conditions, he/she should notify his/her immediate supervisor, who will immediately investigate the condition and take corrective action, if necessary. If no action is taken, the employee should refer the matter to his/her department head who may, in turn, refer the matter to the City Manager's Office for investigation. The employee may file a grievance if the results of the investigation are unsatisfactory. If the condition is not remedied by the supervisor, the employee must refer the matter to his/her Department Head for resolution or referral to the City Manager's Office. If the City Manager, or his/her designee, determines the condition is not unsafe or unsanitary, the employee will perform the work. If the employee refuses to do so, and is disciplined, he/she may file a grievance.

Section 2: It is the responsibility of the City to provide safe and sanitary working conditions in all present and future installations and to develop a safety-conscious work force. The Union will cooperate with and assist management in living up to this responsibility.

Section 3: The City and the Union insist on the observance of safety rules and safety procedures by employees and insist on correction of unsafe conditions, as determined by the City Manager.

Section 4– Safety Training: If, in the discretion of the Department Head, it is determined that any employee must take or participate in a safety related course or program, the employee  
For City of North Miami Beach  
For AFSCME Local 3293

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may be required to take such course or program as a condition of continued employment. All time spent by the employee at the direction of the City shall be considered hours of work.

Section 5– Safety Devices/Equipment: Employees who work at jobs in areas deemed by the Department Head in his/her discretion, to be dangerous, shall be required to wear safety devices and/or safety equipment designated by that office as necessary for their protection. Such devices and equipment will be provided by the City at no cost to the employee.

Section 6– Standards: Minimum standards for safety and health shall be determined by the City Manager, at his/her discretion.

Section 7– Safety Program: The parties recognize the need for flexibility in the administration of the Safety Program. Accordingly, where modification of the Safety Program is necessary, the City agrees to give the union notice of any intended modification and to meet and confer with the Union prior to implementation of such modification.

Section 8: The City will furnish safety shoes to the employees who it determines need them. Employees determined by the City as eligible may receive up to two (2) pairs per year. Employees who abuse or use such equipment as personal wear apparel off duty, causing same to wear out in less than the normal and usual time, will be required to pay for any additional shoes that must be furnished.

Section 9– Safety Committee: The City will formulate a Citywide Safety Committee inclusive of one (1) representative from each department. This Committee will meet monthly. A Representative from AFSCME may also be committee members.

For City of North Miami Beach

For AFSCME Local 3293

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For City of North Miami Beach

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For AFSCME Local 3293

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## ARTICLE 18: UNIFORMS, CLOTHES, SHOES, EQUIPMENT AND PERSONAL ITEMS

Section 1– General Guidelines: The following shall apply to all uniforms, clothes, shoes and equipment required and supplied by the City:

- A. The City shall determine the uniforms, clothing, shoes and all equipment to be used by employees in the performance of their duties and except as provided below, will supply them without cost to the employee. Employees shall be responsible to report to work in clean and serviceable uniforms, clothes, and shoes; to maintain equipment in good working condition; and to report to their division manager when uniforms, shoes or other equipment are in need of replacement or repair.
- B. Employees shall be responsible to replace uniforms, clothes, shoes or other equipment lost or damaged due to employee neglect.
- C. Uniforms, clothes, shoes and equipment are not to be used except in connection with the employee's work as a City employee, unless specifically authorized by the department manager.
- D. Uniforms, clothes, shoes and equipment which need to be repaired or replaced should be turned in when in need of repair or replacement.
- E. The City shall determine whether repair or replacement is appropriate.
- F. Reimbursement shall be made only upon a presentation of a receipt acceptable to the City.

Section 2– Replacement, Repair or Reimbursement: Subject to Section 1 above the City shall replace and/or reimburse the employee for replacement or repair damaged or worn-out uniforms, shoes and equipment as follows:

- A. Safety Shoes – replace or reimburse up to one hundred dollars (\$100.00) for City approved safety shoes.

For City of North Miami Beach

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- B. Each employee holding the classification of Welder I, Welder II, Automotive Mechanic I, Automotive Mechanic II, or Mechanic Apprentice and who weld as part of their job duties shall be reimbursed up to a maximum of \$300.00 per fiscal year for replacement of damaged prescription eyeglasses. Such reimbursement will be made only upon submission of a paid receipt for new eyeglasses.
- C. Each employee holding the classification of Automotive Mechanic I, Automotive Mechanic II, or Mechanic Apprentice shall be reimbursed up to a maximum of \$400.00 per fiscal year for replacement of tools necessary for their job. Reimbursement will only be made upon submission of a paid receipt for the new tool.

Section 3– Special Uniforms: Subject to Section 1(A) above, special uniforms shall be supplied by the City as follows:

A. Crime Scene Technician:

The City will furnish the following uniform items to employees in the job classification of Crime Scene Technician: 3 pairs of BDU'S; 1 pair of dress trousers; 2 pairs of shorts; 1 dress shirt; 5 polo shirts; 1 thermal jacket; 1 badge; webgear; 1 raincoat; radio holder; up to a \$100.00 voucher for each of 2 pairs of shoes; 1 vest; 1 traffic vest; 1 handcuff case; 1 flashlight with holder and badge holder; and an annual cleaning allowance of \$350.00. The shoes will be issued on a turn-in, reissue basis, up to two (2) pairs per year. Employees who abuse or use such equipment as personal wear apparel off duty, causing some to wear out in less than the normal and usual time, will be required to pay for any additional shoes that must be furnished.

B. Code Enforcement Officer:

The City will furnish the following uniform items to employees in the job classification of Code Enforcement Officer: 4 pairs of long pants; 2 pairs of shorts; 5 City logo polo shirts; 1 thermal jacket; 1 raincoat; and up to a \$100.00 voucher for each of 2 pairs of shoes. The shoes will be issued on a turn-in, reissue basis, up to two (2) pairs per year. Employees who abuse or use such equipment as personal wear apparel off duty, causing same to wear out in less than the normal and usual time, will be required to pay for any additional shoes that must be furnished.

C. Property Quartermaster/Evidence: The City will furnish the following uniform items to employees in the job classification of Property Quartermaster: 4 pairs of

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long pants; 2 pairs of shorts; 5 City logo polo shirts; 1 thermal jacket; 1 raincoat; an annual cleaning allowance of \$350; and up to a \$100.00 voucher for each of 2 pairs of shoes. The shoes will be issued on a turn-in, reissue basis, up to two (2) pairs per year. Employees who abuse or use such equipment as personal wear apparel off duty, causing some to wear out in less than the normal and usual time, will be required to pay for any additional shoes that must be furnished.

D. Salary Differential:

Automotive Mechanics are entitled to a salary differential of \$4.00 per week for each Automotive Service Excellence Certification ("ASE Certification") class or examination that the employee passes up to a maximum amount of \$32.00 per week (or a maximum of eight (8) classes or examinations).

For City of North Miami Beach

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## ARTICLE 19: PROBATIONARY PERIOD

Section 1– Initial Probation: The standard probationary period for all full-time new employees shall be one year from date of hire. At any time during the probationary period, the Department Head shall either recommend retention of the employee, with full time regular status; or; terminate in the event the Department Head shall fail to make a positive recommendation, the employee shall automatically be terminated with no rights of appeal to any authority.

Section 2– Promotional Probation: In the event an employee receives a promotion from a lower to a higher position, that employee shall serve a probationary period of six (6) months from the date of promotion. Upon the expiration of this time period, or at any time during the probationary period the Department Head shall either recommend retention of the employee in the position to which he/she was promoted, at which time the employee shall be placed in regular status or, in the event the Department Head shall fail to make a positive recommendation, the employee shall automatically revert to the lower position with the rights and benefits of the position, from which he/she had been promoted. Such reversion shall be final with no rights of appeal to any authority. If no positive recommendation is made the employee shall automatically revert to the prior position at the same pay and with the same benefits he/she enjoyed prior to the promotion.

Section 3– Promotion During Promotional Probation: Employees who are on probation due to a promotion may test for a higher classification. However, such employees must have completed

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three (3) months of the promotional probation before being eligible to be promoted to a higher classification.

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## ARTICLE 20: JOB DESCRIPTIONS AND TEMPORARY ASSIGNMENTS

Section 1– Work in Higher Classification: When an employee of a lower classification is assigned to perform the duties of an employee of a higher classification, or those of a Department Head, due to the temporary absence of an employee, or due to a position in a higher classification being vacant (\*), the employee so assigned shall receive a salary differential of \$1.00 per hour or five percent (5%) whichever is greater while acting in this capacity. Such assignment may exceed sixty (60) working days but no more than six (6) months, unless extended by the City Manager.

(\*) For purposes of this Section, a temporary absence shall be a period exceeding one (1) week.

Section 2– On Call Employees: When an employee is assigned on call duty, the employee shall receive a pay differential of \$50.00 per week when on call. The selection of employees to be on call is within the absolute discretion of the City.

Section 3– Lead Worker: When an employee is assigned to work as a lead worker, the employee shall receive a pay differential of \$1.00 per hour. The decision on whether a lead worker is necessary for a particular assignment as well as the selection of employees to be lead workers is within the absolute discretion of the City.

Section 4– No Duplication: It is agreed to and understood between the parties that an employee cannot receive both the lead worker differential and the working in a higher classification differential for work performed during the same period of time.

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Section 5– Work Assignments: It is understood by the parties that the duties enumerated in job descriptions are not always specifically described and are to be construed liberally and employees are to perform work as assigned.

Section 6– Job Descriptions: Whenever there is a proposed change in the job description or title of a class within this Bargaining Unit, the City shall discuss with the Union the proposed change in the job description. If the Union is not satisfied with the proposed change, it may, in writing, request permission to appear before the City Manager for the purpose of presenting its views prior to acceptance of the change and approval of the City Manager.

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## ARTICLE 21: TRAINING AND TRAINING PROGRAMS

Section 1– Training and Development: The City and the Union agree that the training and development of employees within this Bargaining Unit is mutually beneficial. The Union will be kept informed of all training programs. The Union may make recommendations to the City relative to the training of employees within this Bargaining Unit. The City will consider recommendations and improvements submitted by the Union. The parties agree to meet, at the request of either party, for the purpose of exchanging information concerning the overall training of employees within this Bargaining Unit.

Section 2– Pay for Training: Employees may be required to attend classes or training programs in order to retain their present jobs or positions. The time spent at the direction of the City shall be considered hours worked.

Section 3- Educational Reimbursement:

- A. Maximum limitation on reimbursement shall be \$4,000 for undergraduate studies or for graduate studies per fiscal year.
- B. The eligibility requirements for education assistance are as follows:
  - 1. Must be a full-time employee and not a participant in the DROP program;
  - 2. Must have completed one (1) year of continuous service;
  - 3. Must be an employee when course is completed;
  - 4. The course is determined to be job related and beneficial to the City by the City Manager in advance of registering for the course;
  - 5. The course must be given by an institution or entity acceptable to the City Manager.

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- C. Every application shall be subject to the prior approval of the City Manager or designee and shall not be subject to Article 13. The decision of the City Manager/designee shall be final in all respects.
- D. Reimbursement will be made at the conclusion of a successfully completed course, pursuant to the following schedules, and up to the maximum limitation listed in Section 3A.
- "A" grade 100% of the tuition
  - "B" grade -- 75% of the tuition
  - "C" grade- 50% of the tuition
  - Grades lower than a "C" no reimbursement
  - PASS The City will reimburse 100% of the tuition
  - FAIL The City will reimburse 0% of the tuition

Requests for reimbursement must be submitted to Human Resources no later than ninety (90) days after completion of the eligible educational course. Requests must be accompanied by paid receipt for tuition, and a copy of the grade report.

In order to be reimbursed for approved educational expenses under the City Tuition Reimbursement Policy before he/she registers, the employee agrees that the reimbursement may be deducted from accumulated leave to pay the City back if he/she leaves employment within three (3) years of receipt of the reimbursement.

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## ARTICLE 22: BULLETIN BOARDS

Section 1– Size and Locations: The City will furnish the Union with sufficient Bulletin Board space for up to four (4) Union notices size 8½" x 14" at agreed upon locations.

Section 2– Contents: All articles to be posted shall be informational only and shall not be political in nature nor shall they promote specific products other than those that are union related, service or religious belief or in any way demean or cast aspersions upon the City or any of its representatives; nor shall they exhort, encourage or influence the employees in any way to perform their duties other than at full capacity. To this end, copies of all articles shall be submitted to the Human Resources Director upon posting.

Section 3: These Bulletin Boards shall be provided primarily for employee information and internal communications and not for the primary purpose of communicating with the general public. A key shall be provided to the union for each locked bulletin board.

For City of North Miami Beach

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For AFSCME Local 3293

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ARTICLE 23: SPECIAL AGREEMENT

Section 1: There shall be no special agreements or arrangements entered into between the City and any employees of this unit for the specific purposes of circumventing any of the provisions provided in this Agreement.

For City of North Miami Beach

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For AFSCME Local 3293

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## ARTICLE 24: WAGE PROVISIONS

The following provisions shall constitute the entire wage provision for the employees covered by the provisions of this Agreement.

Section 1– Payday: Employees may be paid on a biweekly basis or a weekly basis.

Section 2– Interim Wage Adjustments: The City agrees that there shall be no wage adjustments for any classification covered by this Agreement, other than those specified herein, unless it shall first negotiate such adjustment with the Union.

Section 3: At the discretion of the City Manager, all employees may receive a Holiday bonus.

Section 4– Wages:

- i. All active employees employed by the City at the ratification of this Agreement by the Union membership and the City Commission will receive a 4% increase in their salary retroactive to October 1, 2023, or to their hire date, which ever came later.
- ii. Thereafter, by no later than the first full pay period following ratification, employees will be placed at the grade and step in the City's Grade and Step Pay Schedule (Attachment 2) that most closely corresponds to their new salary rate.
- iii. Employees will be moved to the next step of the City's Grade and Step Pay Schedule (Attachment 2) on the anniversary of their hire date commencing in 2024, if said anniversary date is after October 1st, or commencing in 2025 if the anniversary date is prior to October 1st.
- iv. Subject to Section 7 of this Article, every new hire will be placed at the first step within the designated grade for their classification and shall progress through the steps of the City's Grade and Step Pay Schedule (Attachment 2) on the anniversary date of hire, if their performance meets acceptable levels.

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- v. Employees will reach full performance level after reaching the tenth step in the Grade and Step Schedule, at which time their salary will be capped at the wage rate set forth in Step 10 for their Grade.
- vi. Employees at full performance level will receive an annual lump sum bonus equal to the difference in salary between Step 9 and Step 10 for their classification, commencing on the first anniversary following their reaching full performance.
- vii. The City of North Miami Beach Pay and Classification Plan (Attachment 3) will be utilized under this collective bargaining agreement and govern all compensation decisions made by the City in connection with every bargaining unit employee. Any employee who is not already at the minimum pay rate for their job classification upon ratification of the Agreement by the Union membership and the City of North Miami Beach City Commission will have their salary adjusted to bring them up to the applicable minimum within the next full pay period following ratification of the Agreement. Any such salary adjustment will be retroactive to the first full pay period after October 1, 2023, or to the bargaining unit employee's hire date, whichever is later.

Section 5 – FISCAL YEAR 2024-2025 COLA ADJUSTMENT:

- i. Effective the first full pay period after October 1, 2024, the pay ranges in the City of North Miami Beach Pay and Classification Plan (Attachment 2) shall be increased by one percent (1%);
- ii. Effective the first full pay period after October 1, 2024, the salaries in every step of the AFSCME FY 2023-2024 Grade and Step Schedule shall be increased by one percent (1%) and every bargaining unit employee shall have their salary adjusted accordingly. Any such salary adjustments will go into effect in the first full pay period following October 1, 2024.

Section 6 – FISCAL YEAR 2025-2026 COLA ADJUSTMENT:

- i. Effective the first full pay period after October 1, 2025, the pay ranges in the City of North Miami Beach Pay and Classification Plan (Attachment 2) shall be increased by one percent (1%);
- ii. Effective the first full pay period after October 1, 2025, the salaries in every step of the AFSCME FY 2024-2025 Grade and Step Schedule shall be increased by one percent (1%) and every bargaining unit employee shall have their salary adjusted accordingly. Any such salary adjustments will go into effect in the first full pay period following October 1, 2025.

For City of North Miami Beach

For AFSCME Local 3293

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Section 7– New Hires: The City shall have the right to hire employees at competitive rates as established by any market classification studies the City may conduct. However, in no case shall the City ordinarily place a new hire above Step 5 of the North Miami Beach Pay and Classification Plan as referenced in Attachment 2 of this Agreement. However, should the City wish to place a new hire above Step 5, the City shall provide notice to the Union and an opportunity to confer.

Section 8 – Promotional Increases: Employees who receive a promotion to a higher classification will receive up to a ten (10) percent, but no less than a five (5) percent, increase to their base salary.

Section 9 – Shift Differential: Shift Differential will be paid to bargaining unit employees who work seven (7) or more hours within the defined shifts, on the following basis:

- (a) Five Percent (5%) of base pay per hour shall be paid to those employees who work the 3pm-11pm shift.
- (b) Five percent (5%) of base pay per hour shall be paid to those employees who work the 11pm-7am shift.

For City of North Miami Beach

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## ARTICLE 25: DRUG AND ALCOHOL POLICY

Section 1- General: The City and the Union recognize that employee substance and alcohol abuse may have an adverse impact on City government, the image of City employees, and the general health, welfare and safety of the employees and the general public at large. Therefore, the parties agree that the City shall have the right and authority to require employees to submit to toxicology and alcohol testing designed to detect the presence of any controlled substance, narcotic, drug, or alcohol, as further defined below.

### Section 2- Prohibitions:

- A. **Illegal Controlled Substances.** The City prohibits the use, distribution, possession, manufacture, cultivation, sale or attempt to sell or distribute illegal controlled substances at any time whether on or off duty, whether on or off City property. Illegal controlled substances are defined by applicable state and federal laws.
- B. **Alcohol Abuse.** Employees of the City are prohibited from using or possessing alcohol while on duty; while on City premises; while driving a City vehicle, operating a piece of City equipment, or being transported in City vehicles at any time; reporting to work under the influence of alcohol.

Section 3-Types of Testing: The City agrees to use a licensed or certified laboratory that will abide by the requirements of Section 440.102(5) and (9), Florida Statutes. The following types of testing are authorized: job applicant testing; reasonable suspicion testing; routine fitness for duty testing; follow-up testing. In addition, employees in safety sensitive and/or special risk positions shall also be subject to random drug testing in accordance with applicable law.

Reasonable suspicion drug testing means drug testing based on a belief that an employee is using or has used drugs in violation of the employer's policy drawn from specific objective and

For City of North Miami Beach

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articulable facts and reasonable inferences drawn from those facts in light of experience. Among other things, such facts and inferences may be based upon:

- (1) Observable phenomena while at work, such as direct observation of drug use or of physical symptoms or manifestation of being under the influence of a drug or alcohol;
- (2) Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance;
- (3) A report of drug use;
- (4) Evidence that an individual has tampered with a drug test during his employment with the City;
- (5) Information that an employee has caused, contributed to, or been involved in an accident while at work; and
- (6) Evidence that an employee has used, possessed, manufactured, cultivated, sold, solicited, or transferred drugs.

"Drug" means alcohol, including a distilled spirit, wine, a malt beverage, or an intoxicating liquor; an amphetamine; a cannabinoid; cocaine; phencyclidine (PCP); a hallucinogen; methaqualone; an opiate; a barbiturate; a benzodiazepine; a synthetic narcotic; a designer drug; or a metabolite of any of the substances listed in this paragraph.

Section 4– Discipline for Violation of Policy: Employees who violate this article; or who are directed to take a physical examination, blood, breathalyzer, urinalysis or other test allowed by law and refuse or fail to do so when and as directed; or who, after having taken such examination and/or test are determined to have utilized an illegal controlled substance at any time or to have violated the prohibitions in section 2 shall be subject to discipline up to and including immediate termination.

For City of North Miami Beach

For AFSCME Local 3293

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Section 5: The City agrees to continue an Employee Assistance Program (EAP) and to fund it during the term of this Agreement.

Section 6: The City agrees to provide yearly briefings on the Drug Free Work Place Policy to all employees. These briefings will cover all aspects of the Policy and employees will be given the opportunity to ask any questions they may have concerning the Policy.

For City of North Miami Beach

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For AFSCME Local 3293

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## ARTICLE 26: RETIREMENT

Retirement benefits for employees covered by this Agreement shall be as provided in the Retirement Plan for the General Employees for the City of North Miami Beach, as amended through adoption of Ordinance No. 2016-5. These benefits include the following:

1. The benefit multiplier shall be 2.5% for all service after the effective date. Members who are employed on the effective date shall retain their accrued benefits based on service prior to the effective date.
2. There shall be a .75% cost of living adjustment applied to all benefits earned based on service after the effective date.
3. The normal retirement eligibility is the earlier of attainment of age sixty-two (62) with ten (10) years of service; or attainment of age sixty (60) with twenty-five (25) years of service (future accruals after the effective date).
4. The early retirement eligibility will be in accordance with the Plan.
5. Employees shall be vested 100% after 10 years of service for currently non-vested members.
6. The maximum period for DROP participation is thirty-six (36) months (for future retirees and DROP participants).
7. COLA is deferred three (3) years following termination of employment for future retirees and future DROP participants.

For City of North Miami Beach

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8. The foregoing provisions shall not apply to any member who is employed on the effective date and has attained age fifty-five (55) with 20 or more years of service or age 62.

City Water Utility, Wastewater Utility, or Customer Service Division retirees that are rehired by the City between October 20, 2020 and October 20, 2021, and in accordance with Ordinance 2020-09, will be eligible to participate in a defined contribution plan. Such plan will require an employee contribution in the amount of 5% and an employer contribution of 5%.

The Parties agree to reopen this article during October 2021 for the purposes of negotiating pension changes.

For City of North Miami Beach

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# ARTICLE 27: TERM OF AGREEMENT AND REOPENING

Section 1: This Agreement shall be effective upon ratification by the Union and approval and appropriation of necessary funds by the City Commission of North Miami Beach, Florida, and it shall continue until September 30, 2026.

Section 2: Either party may require, by written notice to the other, between April 1, 2026, and not later than June 1, 2026, discussions concerning modifications, amendments and renewal of this Agreement to be effective October 1, 2026. If neither party shall submit such written notice during the indicated period, this Agreement shall automatically be renewed for the period of October 1, 2026, through September 30, 2027.

For City of North Miami Beach

For AFSCME Local 3293

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Date \_\_\_\_\_

## ARTICLE 28: COMPLETE AGREEMENT AND WAIVER OF BARGAINING

Section 1– Complete Agreement: It is agreed and understood that this Agreement constitutes the complete understanding between the parties, terminating all prior agreements, memoranda of understanding and concluding all collective bargaining during its term, except as otherwise specifically provided in the Article entitled "TERM OF AGREEMENT AND REOPENING." The Union specifically waives the right to bargain during the term of this Agreement, with respect to any subject or matter referred to covered in this Agreement, or to any subject or matter not specifically referred to or covered, even though it may not have been in the knowledge or contemplation of the parties at the time this Agreement was negotiated. This entire Agreement may be re-opened for negotiations in the event any portion of it is not approved by the City Commission of North Miami Beach, or funds are not made available for its implementation.

Should the City Commission repeal Resolution No. R2017-114, effective December 19, 2017, and reinstate the version of the City's Civil Service Rules in effect as of December 18, 2018, then those rules will again apply to employees covered by this Agreement.

Section 2– Conflict with Law: It is understood and agreed that if any part of this Agreement is in conflict with mandatory Federal or State Laws or mandatory provisions of the City Charter or ordinances, such parts shall be renegotiated and the appropriate mandatory provision shall prevail.

For City of North Miami Beach

For AFSCME Local 3293

\_\_\_\_\_  
Date \_\_\_\_\_

\_\_\_\_\_  
Date \_\_\_\_\_

Section 3– Saving Clause: Should any part of this Agreement or any portion therein contained be rendered or declared illegal, legally invalid or unenforceable by a Court of competent jurisdiction, or by the decision of any authorized governmental agency, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof. In the event of such occurrence, the parties agree to meet immediately and, if possible, to negotiate substitute provisions for such parts or portions rendered or declared illegal or invalid. The remaining parts and provisions of this Agreement shall remain in full force and effect.

Section 4– Implementation: Any delays in the signing of this Agreement after ratification by the City Commission and the Union membership shall not defer the implementation date as it affects the distribution of the benefits and provisions provided by this Agreement.

THIS AGREEMENT SIGNED THIS \_\_\_\_\_ DAY OF MARCH, 2024.

For City of North Miami Beach

For AFSCME Local 3293

\_\_\_\_\_  
Date \_\_\_\_\_

\_\_\_\_\_  
Date \_\_\_\_\_

## ATTACHMENT 1

Account Clerk	Irrigation Specialist	Property And Evidence Coord.*
Administrative Aide I	Lab Technician II*	Purchasing Specialist
Administrative Aide II*	Lab Technician III*	Records Clerk I
Administrative Asst I	Library Assistant I	Recreation Specialist
Administrative Asst II*	License Specialist	Tire Technician*
Administrative Asst III*	Life Guard I	Utilities Technician I*
Auto Mechanic I*	Life Guard II	Utilities Technician II*
Auto Mechanic II*	Maintenance Coordinator*	Utilities Technician III*
Bldg Code Compliance Officer	Maintenance Worker I*	Utility Locator*
Bucket Truck Operator	Maintenance Worker II*	Utility Mechanic I*
Buildings Superintendent*	Master Electrician	Utility Mechanic II*
Buyer	Materials Control Asst*	Utility Worker I*
CADD Operator II	Meters & Dist. Line Tech I*	Utility Worker II*
Cashier I	Meters & Dist. Line Tech II*	Warehouse Worker*
Code Comp. Officer II*	Motor Equip. Operator	Wastewater Lift Stat Tech I*
Code Enforcement Officer*	Municipal Svc Work I*	Water Meter Reader
Crime Scene Technician*	Municipal Svc Wrk II*	Water Plant Operator I*
Custodian Maintenance Worker I	Off Duty Coordinator	Water Plant Operator II*
Customer Service Associate I	Permit Clerk I	Water Plant Operator III*
Customer Service Associate II	Permit Clerk II	Water Plant Operator Trainee
Engineering Technician*	Planning & Zoning Technician	
Fleet Service Rep.	Plant Electrician I*	
Heavy Equipment Operator	Plant Electrician II*	
HVAC Air Condition Tech*	Police Services Analyst	
HVAC Air Condition Tech II*	Prop. Cust./Quartermaster*	

For City of North Miami Beach

For AFSCME Local 3293

\_\_\_\_\_  
Date \_\_\_\_\_

\_\_\_\_\_  
Date \_\_\_\_\_

## ATTACHMENT 2

AFSCME FY 2023/2024 City Proposed Step Plan										
Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
101	\$32,448.00	\$34,070.40	\$35,773.92	\$37,562.62	\$39,440.75	\$41,412.78	\$43,483.42	\$45,657.59	\$47,940.47	\$50,337.50
102	\$34,070.40	\$35,773.92	\$37,562.62	\$39,440.75	\$41,412.78	\$43,483.42	\$45,657.59	\$47,940.47	\$50,337.50	\$52,854.37
103	\$35,773.92	\$37,562.62	\$39,440.75	\$41,412.78	\$43,483.42	\$45,657.59	\$47,940.47	\$50,337.50	\$52,854.37	\$55,497.09
104	\$37,562.62	\$39,440.75	\$41,412.78	\$43,483.42	\$45,657.59	\$47,940.47	\$50,337.50	\$52,854.37	\$55,497.09	\$58,271.95
105	\$39,440.75	\$41,412.78	\$43,483.42	\$45,657.59	\$47,940.47	\$50,337.50	\$52,854.37	\$55,497.09	\$58,271.95	\$60,874.32
106	\$41,412.78	\$43,483.42	\$45,657.59	\$47,940.47	\$50,337.50	\$52,854.37	\$55,497.09	\$58,271.95	\$60,874.32	\$64,244.96
107	\$43,483.42	\$45,657.59	\$47,940.47	\$50,337.50	\$52,854.37	\$55,497.09	\$58,271.95	\$61,186.32	\$64,244.96	\$67,457.21
108	\$45,657.59	\$47,940.47	\$50,337.50	\$52,854.37	\$55,497.09	\$58,271.95	\$61,186.32	\$64,244.96	\$67,457.21	\$70,830.07
109	\$47,940.47	\$50,337.50	\$52,854.37	\$55,497.09	\$58,271.95	\$61,186.32	\$64,244.96	\$67,457.21	\$70,830.07	\$74,372.48
110	\$50,337.50	\$52,854.37	\$55,497.09	\$58,271.95	\$61,186.32	\$64,244.96	\$67,457.21	\$70,830.07	\$74,372.48	\$78,091.52
111	\$52,854.37	\$55,497.09	\$58,271.95	\$61,186.32	\$64,244.96	\$67,457.21	\$70,830.07	\$74,372.48	\$78,091.52	\$81,995.68
112	\$55,497.09	\$58,271.95	\$61,186.32	\$64,244.96	\$67,457.21	\$70,830.07	\$74,372.48	\$78,091.52	\$81,995.68	\$86,095.46

For City of North Miami Beach

For AFSCME Local 3293

\_\_\_\_\_  
Date \_\_\_\_\_

\_\_\_\_\_  
Date \_\_\_\_\_

113	\$58,271. 95	\$61,186. 32	\$64,244. 96	\$67,457. 21	\$70,830. 07	\$74,372. 48	\$78,091. 52	\$81,995. 68	\$86,095. 46	\$90,400.2 4
114	\$61,186. 32	\$64,244. 96	\$67,457. 21	\$70,830. 07	\$74,372. 48	\$78,091. 52	\$81,995. 68	\$86,095. 46	\$90,400. 24	\$94,920.2 5
115	\$64,244. 96	\$67,457. 21	\$70,830. 07	\$74,372. 48	\$78,091. 52	\$81,995. 68	\$86,095. 46	\$90,400. 24	\$94,920. 25	\$99,666.2 6
116	\$67,457. 21	\$70,830. 07	\$74,372. 48	\$78,091. 52	\$81,995. 68	\$86,095. 46	\$90,400. 24	\$94,920. 25	\$99,666. 26	\$104,649. 57

For City of North Miami Beach

\_\_\_\_\_  
Date \_\_\_\_\_

For AFSCME Local 3293

\_\_\_\_\_  
Date \_\_\_\_\_

## ATTACHMENT 3

CITY OF NORTH MIAMI BEACH AFSCME PAY AND CLASSIFICATION PLAN EFFECTIVE: OCTOBER 1, 2023 - SEPTEMBER 30, 2024			
Class Title	Pay Grade	Minimum Pay Rate (Annual)	Maximum Pay Rate (Annual)
ACCOUNT CLERK	106	\$41,412.78	\$64,244.96
ADMINISTRATIVE AIDE I	102	\$34,070.40	\$52,854.37
ADMINISTRATIVE AIDE II	104	\$37,562.62	\$58,271.95
ADMINISTRATIVE ASST I	104	\$37,562.62	\$58,271.95
ADMINISTRATIVE ASST II	106	\$41,412.78	\$64,244.96
ADMINISTRATIVE ASST III	108	\$45,657.59	\$70,830.07
AUTO MECHANIC I	107	\$43,483.42	\$67,457.21
AUTO MECHANIC II	109	\$47,940.47	\$74,372.48
BUILDINGS SUPERINTENDENT	116	\$67,457.58	\$104,649.57
BUYER	106	\$41,412.78	\$64,244.96
CADD OPERATOR II	105	\$39,440.75	\$60,874.32
CASHIER I	103	\$35,773.92	\$55,497.09
CODE ENFORCEMENT OFFICER	108	\$45,657.59	\$70,830.07
CODE ENFORCEMENT OFFICER II	110	\$50,337.50	\$78,091.52
CRIME SCENE TECHNICIAN	108	\$45,657.59	\$70,830.07
CUSTODIAN MAINT WORKER I	101	\$32,448.00	\$50,337.50
CUSTOMER SERVICE ASSOCIATE I	103	\$35,773.92	\$55,497.09
CUSTOMER SERVICE ASSOCIATE II	105	\$39,440.75	\$60,874.32
ENGINEER I	116	\$67,457.58	\$104,649.57
ENGINEERING TECHNICIAN	110	\$50,337.50	\$78,091.52
FLEET SERVICE REPRESENTATIVE	104	\$37,562.62	\$58,271.95
HEAVY EQUIPMENT OPERATOR	108	\$45,657.59	\$70,830.07
HVAC AIR CONDITION TECH	110	\$50,337.50	\$78,091.52
HVAC AIR CONDITION TECH II	112	\$55,497.52	\$86,095.46
IRRIGATION SPECIALIST	104	\$37,562.62	\$58,271.95
LAB TECHNICIAN	106	\$41,412.78	\$64,244.96
LAB TECHNICIAN II	108	\$45,657.59	\$70,830.07
LAB TECHNICIAN III	111	\$52,854.88	\$81,996.10
LIBRARY ASSISTANT I	101	\$32,448.00	\$50,337.50
LIBRARY ASSOCIATE I	101	\$32,448.00	\$50,337.50
LICENSE SPECIALIST	107	\$43,483.42	\$67,457.21
LIFE GUARD II	103	\$35,773.92	\$55,497.09
LIFEGUARD I	101	\$32,448.00	\$50,337.50
MAINTENANCE COORDINATOR	102	\$34,070.40	\$52,854.37

For City of North Miami Beach

For AFSCME Local 3293

\_\_\_\_\_  
Date \_\_\_\_\_

\_\_\_\_\_  
Date \_\_\_\_\_



CITY OF NORTH MIAMI BEACH AFSCME PAY AND CLASSIFICATION PLAN EFFECTIVE: OCTOBER 1, 2023 - SEPTEMBER 30, 2024			
Class Title	Pay Grade	Minimum Pay Rate (Annual)	Maximum Pay Rate (Annual)
MAINTENANCE WORKER I	102	\$34,070.40	\$52,854.37
MAINTENANCE WORKER II	104	\$37,562.62	\$58,271.95
MASTER ELECTRICIAN	111	\$52,854.88	\$81,996.10
MATERIALS CONTROL ASSISTANT	109	\$47,940.47	\$74,372.48
METERS & DIST. LINE TECH I	102	\$34,070.40	\$52,854.37
METERS & DIST. LINE TECH II	104	\$37,562.62	\$58,271.95
MOTOR EQUIPMENT OPERATOR	103	\$35,773.92	\$55,497.09
MUNICIPAL SERVICE WORKER I	101	\$32,448.00	\$50,337.50
MUNICIPAL SERVICE WORKER II	104	\$37,562.62	\$58,271.95
OFF DUTY COORDINATOR	106	\$41,412.78	\$64,244.96
PERMIT CLERK I	105	\$39,440.75	\$60,874.32
PERMIT CLERK II	107	\$43,483.42	\$67,457.21
PLANNING & ZONING TECHNICIAN	106	\$41,412.78	\$64,244.96
PLANT ELECTRICIAN I	109	\$47,940.47	\$74,372.48
PLANT ELECTRICIAN II	111	\$52,854.88	\$81,996.10
PROPERTY AND EVIDENCE COORDINATOR	108	\$45,657.59	\$70,830.07
PROPERTY CUST/QUARTERMASTER	108	\$45,657.59	\$70,830.07
PURCHASING SPECIALIST	108	\$45,657.59	\$70,830.07
RECORDS CLERK I	104	\$37,562.62	\$58,271.95
RECREATION SPECIALIST	104	\$37,562.62	\$58,271.95
TIRE TECHNICIAN	102	\$34,070.40	\$52,854.37
UTILITIES TECHNICIAN I	105	\$39,440.75	\$60,874.32
UTILITIES TECHNICIAN II	107	\$43,483.42	\$67,457.21
UTILITIES TECHNICIAN III	109	\$47,940.47	\$74,372.48
UTILITY LOCATOR	106	\$41,412.78	\$64,244.96
UTILITY MECHANIC I	107	\$43,483.42	\$67,457.21
UTILITY MECHANIC II	109	\$47,940.47	\$74,372.48
UTILITY WORKER I	106	\$41,412.78	\$64,244.96
UTILITY WORKER II	108	\$45,657.59	\$70,830.07
WAREHOUSE WORKER	103	\$35,773.92	\$55,497.09
WASTEWATER LIFT STATION TECH I	105	\$39,440.75	\$60,874.32
WATER METER READER	104	\$37,562.62	\$58,271.95
WATER PLANT OPERATOR I	111	\$52,854.88	\$81,996.10
WATER PLANT OPERATOR II	113	\$58,272.40	\$90,400.24
WATER PLANT OPERATOR III	115	\$64,245.32	\$99,666.26
WATER PLANT OPERATOR TRAINEE	109	\$47,940.47	\$74,372.48

For City of North Miami Beach

For AFSCME Local 3293

Date \_\_\_\_\_

Date \_\_\_\_\_

For City of North Miami Beach

\_\_\_\_\_  
Date \_\_\_\_\_

For AFSCME Local 3293

\_\_\_\_\_  
Date \_\_\_\_\_

CITY OF NORTH MIAMI BEACH AFSCME PAY AND CLASSIFICATION PLAN EFFECTIVE: OCTOBER 1, 2024 - SEPTEMBER 30, 2025			
Class Title	Pay Grade	Minimum Pay Rate (Annual)	Maximum Pay Rate (Annual)
ACCOUNT CLERK	106	\$41,826.91	\$64,887.41
ADMINISTRATIVE AIDE I	102	\$34,411.10	\$53,382.92
ADMINISTRATIVE AIDE II	104	\$37,938.24	\$58,854.67
ADMINISTRATIVE ASST I	104	\$37,938.24	\$58,854.67
ADMINISTRATIVE ASST II	106	\$41,826.91	\$64,887.41
ADMINISTRATIVE ASST III	108	\$46,114.17	\$71,538.37
AUTO MECHANIC I	107	\$43,918.26	\$68,131.78
AUTO MECHANIC II	109	\$48,419.88	\$75,116.20
BUILDINGS SUPERINTENDENT	116	\$68,132.16	\$105,696.07
BUYER	106	\$41,826.91	\$64,887.41
CADD OPERATOR II	105	\$39,835.15	\$61,483.06
CASHIER I	103	\$36,131.66	\$56,052.06
CODE ENFORCEMENT OFFICER	108	\$46,114.17	\$71,538.37
CODE ENFORCEMENT OFFICER II	110	\$50,840.87	\$78,872.44
CRIME SCENE TECHNICIAN	108	\$46,114.17	\$71,538.37
CUSTODIAN MAINT WORKER I	101	\$32,772.48	\$50,840.87
CUSTOMER SERVICE ASSOCIATE I	103	\$36,131.66	\$56,052.06
CUSTOMER SERVICE ASSOCIATE II	105	\$39,835.15	\$61,483.06
ENGINEER I	116	\$68,132.16	\$105,696.07
ENGINEERING TECHNICIAN	110	\$50,840.87	\$78,872.44
FLEET SERVICE REPRESENTATIVE	104	\$37,938.24	\$58,854.67
HEAVY EQUIPMENT OPERATOR	108	\$46,114.17	\$71,538.37
HVAC AIR CONDITION TECH	110	\$50,840.87	\$78,872.44
HVAC AIR CONDITION TECH II	112	\$56,052.50	\$86,956.42
IRRIGATION SPECIALIST	104	\$37,938.24	\$58,854.67
LAB TECHNICIAN	106	\$41,826.91	\$64,887.41
LAB TECHNICIAN II	108	\$46,114.17	\$71,538.37
LAB TECHNICIAN III	111	\$53,383.43	\$82,816.06
LIBRARY ASSISTANT I	101	\$32,772.48	\$50,840.87
LIBRARY ASSOCIATE I	101	\$32,772.48	\$50,840.87
LICENSE SPECIALIST	107	\$43,918.26	\$68,131.78
LIFE GUARD II	103	\$36,131.66	\$56,052.06
LIFEGUARD I	101	\$32,772.48	\$50,840.87
MAINTENANCE COORDINATOR	102	\$34,411.10	\$53,382.92
MAINTENANCE WORKER I	102	\$34,411.10	\$53,382.92
MAINTENANCE WORKER II	104	\$37,938.24	\$58,854.67

For City of North Miami Beach

For AFSCME Local 3293

Date \_\_\_\_\_

Date \_\_\_\_\_

CITY OF NORTH MIAMI BEACH AFSCME PAY AND CLASSIFICATION PLAN EFFECTIVE: OCTOBER 1, 2024 - SEPTEMBER 30, 2025			
Class Title	Pay Grade	Minimum Pay Rate (Annual)	Maximum Pay Rate (Annual)
MASTER ELECTRICIAN	111	\$53,383.43	\$82,816.06
MATERIALS CONTROL ASSISTANT	109	\$48,419.88	\$75,116.20
METERS & DIST. LINE TECH I	102	\$34,411.10	\$53,382.92
METERS & DIST. LINE TECH II	104	\$37,938.24	\$58,854.67
MOTOR EQUIPMENT OPERATOR	103	\$36,131.66	\$56,052.06
MUNICIPAL SERVICE WORKER I	101	\$32,772.48	\$50,840.87
MUNICIPAL SERVICE WORKER II	104	\$37,938.24	\$58,854.67
OFF DUTY COORDINATOR	106	\$41,826.91	\$64,887.41
PERMIT CLERK I	105	\$39,835.15	\$61,483.06
PERMIT CLERK II	107	\$43,918.26	\$68,131.78
PLANNING & ZONING TECHNICIAN	106	\$41,826.91	\$64,887.41
PLANT ELECTRICIAN I	109	\$48,419.88	\$75,116.20
PLANT ELECTRICIAN II	111	\$53,383.43	\$82,816.06
PROPERTY AND EVIDENCE COORDINATOR	108	\$46,114.17	\$71,538.37
PROPERTY CUST/QUARTERMASTER	108	\$46,114.17	\$71,538.37
PURCHASING SPECIALIST	108	\$46,114.17	\$71,538.37
RECORDS CLERK I	104	\$37,938.24	\$58,854.67
RECREATION SPECIALIST	104	\$37,938.24	\$58,854.67
TIRE TECHNICIAN	102	\$34,411.10	\$53,382.92
UTILITIES TECHNICIAN I	105	\$39,835.15	\$61,483.06
UTILITIES TECHNICIAN II	107	\$43,918.26	\$68,131.78
UTILITIES TECHNICIAN III	109	\$48,419.88	\$75,116.20
UTILITY LOCATOR	106	\$41,826.91	\$64,887.41
UTILITY MECHANIC I	107	\$43,918.26	\$68,131.78
UTILITY MECHANIC II	109	\$48,419.88	\$75,116.20
UTILITY WORKER I	106	\$41,826.91	\$64,887.41
UTILITY WORKER II	108	\$46,114.17	\$71,538.37
WAREHOUSE WORKER	103	\$36,131.66	\$56,052.06
WASTEWATER LIFT STATION TECH I	105	\$39,835.15	\$61,483.06
WATER METER READER	104	\$37,938.24	\$58,854.67
WATER PLANT OPERATOR I	111	\$53,383.43	\$82,816.06
WATER PLANT OPERATOR II	113	\$58,855.12	\$91,304.24
WATER PLANT OPERATOR III	115	\$64,887.77	\$100,662.92
WATER PLANT OPERATOR TRAINEE	109	\$48,419.88	\$75,116.20

For City of North Miami Beach

For AFSCME Local 3293

Date \_\_\_\_\_

Date \_\_\_\_\_

CITY OF NORTH MIAMI BEACH AFSCME PAY AND CLASSIFICATION PLAN EFFECTIVE: OCTOBER 1, 2025 - SEPTEMBER 30, 2026			
Class Title	Pay Grade	Minimum Pay Rate (Annual)	Maximum Pay Rate (Annual)
ACCOUNT CLERK	106	\$42,245.18	\$65,536.28
ADMINISTRATIVE AIDE I	102	\$34,755.22	\$53,916.75
ADMINISTRATIVE AIDE II	104	\$38,317.62	\$59,443.21
ADMINISTRATIVE ASST I	104	\$38,317.62	\$59,443.21
ADMINISTRATIVE ASST II	106	\$42,245.18	\$65,536.28
ADMINISTRATIVE ASST III	108	\$46,575.31	\$72,253.75
AUTO MECHANIC I	107	\$44,357.44	\$68,813.10
AUTO MECHANIC II	109	\$48,904.08	\$75,867.37
BUILDINGS SUPERINTENDENT	116	\$68,813.48	\$106,753.03
BUYER	106	\$42,245.18	\$65,536.28
CADD OPERATOR II	105	\$40,233.51	\$62,097.89
CASHIER I	103	\$36,492.98	\$56,612.58
CODE ENFORCEMENT OFFICER	108	\$46,575.31	\$72,253.75
CODE ENFORCEMENT OFFICER II	110	\$51,349.28	\$79,661.16
CRIME SCENE TECHNICIAN	108	\$46,575.31	\$72,253.75
CUSTODIAN MAINT WORKER I	101	\$33,100.20	\$51,349.28
CUSTOMER SERVICE ASSOCIATE I	103	\$36,492.98	\$56,612.58
CUSTOMER SERVICE ASSOCIATE II	105	\$40,233.51	\$62,097.89
ENGINEER I	116	\$68,813.48	\$106,753.03
ENGINEERING TECHNICIAN	110	\$51,349.28	\$79,661.16
FLEET SERVICE REPRESENTATIVE	104	\$38,317.62	\$59,443.21
HEAVY EQUIPMENT OPERATOR	108	\$46,575.31	\$72,253.75
HVAC AIR CONDITION TECH	110	\$51,349.28	\$79,661.16
HVAC AIR CONDITION TECH II	112	\$56,613.02	\$87,825.98
IRRIGATION SPECIALIST	104	\$38,317.62	\$59,443.21
LAB TECHNICIAN	106	\$42,245.18	\$65,536.28
LAB TECHNICIAN II	108	\$46,575.31	\$72,253.75
LAB TECHNICIAN III	111	\$53,917.26	\$83,644.22
LIBRARY ASSISTANT I	101	\$33,100.20	\$51,349.28
LIBRARY ASSOCIATE I	101	\$33,100.20	\$51,349.28
LICENSE SPECIALIST	107	\$44,357.44	\$68,813.10
LIFE GUARD II	103	\$36,492.98	\$56,612.58
LIFEGUARD I	101	\$33,100.20	\$51,349.28
MAINTENANCE COORDINATOR	102	\$34,755.22	\$53,916.75
MAINTENANCE WORKER I	102	\$34,755.22	\$53,916.75
MAINTENANCE WORKER II	104	\$38,317.62	\$59,443.21
MASTER ELECTRICIAN	111	\$53,917.26	\$83,644.22

For City of North Miami Beach

For AFSCME Local 3293

Date \_\_\_\_\_

Date \_\_\_\_\_

CITY OF NORTH MIAMI BEACH AFSCME PAY AND CLASSIFICATION PLAN EFFECTIVE: OCTOBER 1, 2025 - SEPTEMBER 30, 2026			
Class Title	Pay Grade	Minimum Pay Rate (Annual)	Maximum Pay Rate (Annual)
MATERIALS CONTROL ASSISTANT	109	\$48,904.08	\$75,867.37
METERS & DIST. LINE TECH I	102	\$34,755.22	\$53,916.75
METERS & DIST. LINE TECH II	104	\$38,317.62	\$59,443.21
MOTOR EQUIPMENT OPERATOR	103	\$36,492.98	\$56,612.58
MUNICIPAL SERVICE WORKER I	101	\$33,100.20	\$51,349.28
MUNICIPAL SERVICE WORKER II	104	\$38,317.62	\$59,443.21
OFF DUTY COORDINATOR	106	\$42,245.18	\$65,536.28
PERMIT CLERK I	105	\$40,233.51	\$62,097.89
PERMIT CLERK II	107	\$44,357.44	\$68,813.10
PLANNING & ZONING TECHNICIAN	106	\$42,245.18	\$65,536.28
PLANT ELECTRICIAN I	109	\$48,904.08	\$75,867.37
PLANT ELECTRICIAN II	111	\$53,917.26	\$83,644.22
PROPERTY AND EVIDENCE COORDINATOR	108	\$46,575.31	\$72,253.75
PROPERTY CUST/QUARTERMASTER	108	\$46,575.31	\$72,253.75
PURCHASING SPECIALIST	108	\$46,575.31	\$72,253.75
RECORDS CLERK I	104	\$38,317.62	\$59,443.21
RECREATION SPECIALIST	104	\$38,317.62	\$59,443.21
TIRE TECHNICIAN	102	\$34,755.22	\$53,916.75
UTILITIES TECHNICIAN I	105	\$40,233.51	\$62,097.89
UTILITIES TECHNICIAN II	107	\$44,357.44	\$68,813.10
UTILITIES TECHNICIAN III	109	\$48,904.08	\$75,867.37
UTILITY LOCATOR	106	\$42,245.18	\$65,536.28
UTILITY MECHANIC I	107	\$44,357.44	\$68,813.10
UTILITY MECHANIC II	109	\$48,904.08	\$75,867.37
UTILITY WORKER I	106	\$42,245.18	\$65,536.28
UTILITY WORKER II	108	\$46,575.31	\$72,253.75
WAREHOUSE WORKER	103	\$36,492.98	\$56,612.58
WASTEWATER LIFT STATION TECH I	105	\$40,233.51	\$62,097.89
WATER METER READER	104	\$38,317.62	\$59,443.21
WATER PLANT OPERATOR I	111	\$53,917.26	\$83,644.22
WATER PLANT OPERATOR II	113	\$59,443.67	\$92,217.28
WATER PLANT OPERATOR III	115	\$65,536.65	\$101,669.55
WATER PLANT OPERATOR TRAINEE	109	\$48,904.08	\$75,867.37

For City of North Miami Beach

For AFSCME Local 3293

\_\_\_\_\_  
Date \_\_\_\_\_

\_\_\_\_\_  
Date \_\_\_\_\_



**Legislation  
11.5.**

City of North Miami Beach  
17011 NE 19 Avenue  
North Miami Beach, FL 33162  
305-947-7581  
[www.citynmb.com](http://www.citynmb.com)

**MEMORANDUM**

---

<b>TO:</b>	Mayor and City Commission
<b>FROM:</b>	Andrea Suarez-Abastida, NMB Water Director
<b>VIA:</b>	City Manager Mario A. Diaz
<b>DATE:</b>	April 16, 2024

---

**RE:** Resolution No. R2024-55 Approving and Ratifying the Purchase of Direct Materials for Norwood Waterplant Rehabilitation Construction Project (Andrea Suarez-Abastida, NMB Water Director)

---

**Description**

On March 24, 2022, Commission approved Resolution R2022-47 awarding RFQ-21-025-MC – Design Build Services for Norwood-Oeffler Water Treatment Plant (WTP) to PCL Construction, Inc for \$34,400,000. Subsequently, increasing the contract to \$34,622,128 for additional work by Florida Power and Light

**BACKGROUND  
ANALYSIS:**

As part of the Progressive-Design Build project, there are certain pertinent items that need to be purchased. To acquire these vital equipment in the most cost-effective manner, the NMB Water Department would like to purchase these materials directly for the High Service Pump Station through Afton Pumps, Inc., Ferguson Waterworks and Rexel, Inc., thereby reducing the contract with PCL Construction, Inc by a total sum of \$3,931,979. By utilizing Direct Material Purchase, the City will achieve a overall cost savings of \$756,905.96, resulting from a combination of Overhead and Profit (\$520,987.22) along with Sales Tax (\$235,979).

**RECOMMENDATION:** The City Manager and the Chief Procurement Officer recommend that the City Commission approve the purchase of direct materials in a budgeted amount of \$3,931,979 from Afton Pumps, Inc, Ferguson

Waterworks and Rexel, Inc for a total cost savings of \$756,906.

**FISCAL/ BUDGETARY** As approved in the adopted FY24 budget appropriation.

**IMPACT:**

---

**ATTACHMENTS:**

**Description**

- ▣ Resolution No R2024-XX to Approve Purchase of Direct Materials\_Draft
- ▣ Exhibit A



## **RESOLUTION NO. 2024-XX**

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AND RATIFYING THE PURCHASE OF DIRECT MATERIALS FOR THE NORWOOD WATERPLANT REHABILITATION CONSTRUCTION PROJECT THROUGH THE CITY EXEMPTION FROM BIDDING CLAUSE; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; SCRIVENER ERRORS, SEVERABILITY; AND AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to Chapter 166, *Florida Statutes* and Section 1.4 of the Charter of the City of North Miami Beach (“City”), the City shall have all available governmental, corporate, and proprietary powers and may exercise them except when prohibited by law; and

**WHEREAS**, Section 3-4.5(v) of the City’s Code of Ordinances (“Code”) provides that direct material purchases pursuant to a program contained in a construction contract shall be exempt from the bidding process and subject to the spending limitation provided in subsection 3-3.14a; and

**WHEREAS**, on March 24, 2022, Commission approved Resolution R2022-47 awarding RFQ-21-025-MC – Design Build Services for Norwood-Oeffler Water Treatment Plant (WTP) to PCL Construction, Inc for \$34,400,000. Subsequently, increasing the contract to \$34,622,128 for additional work by Florida Power and Light (“Project”); and

**WHEREAS**, as part of the Project, there are certain significant materials that are vital to its progression; and to acquire this vital equipment in the most cost-effective manner, the NMB Water Department purchased these materials directly, thereby reducing the contract with PCL Construction, Inc by a total sum of \$3,931,979.

**WHEREAS**, the direct purchase of materials was from preferred vendors: Afton Pumps, Inc, Ferguson Waterworks and Rexel, Inc, through cooperative purchase agreements at volume priced rates at an overall cost savings of \$756,905.96; and

**WHEREAS**, pursuant to Section 3-3.14 of the City Code, the City Manager has the authority to approve purchases and awards up to fifty thousand dollars (\$50,000), and any expenditures above this amount need to be presented to the Mayor and City Commission for approval; and

**WHEREAS**, the City Manager and the Chief Procurement Officer recommend that the City Commission approve the purchase of direct materials in a budgeted amount of \$3,931,979 from Afton Pumps, Inc, Ferguson Waterworks and Rexel, Inc; and

**WHEREAS**, the Mayor and City Commission determine it is in the best interests of the City to approve the purchase of direct materials in a budgeted amount of \$3,931,979 from Afton Pumps, Inc, Ferguson Waterworks and Rexel, Inc.

## **RESOLUTION NO. 2024-XX**

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

**Section 1.** The foregoing whereas clauses are true and correct and adopted as the legislative and administrative findings of the City Commission and made a specific part of this Resolution; all exhibits attached hereto are made a specific part of this Resolution.

**Section 2.** The approval of the purchase of direct materials in a budgeted amount of \$3,931,979 from Afton Pumps, Inc, Ferguson Waterworks and Rexel, Inc, attached as Exhibit "A" is approved.

**Section 3.** The City Manager or designee is authorized to do all things necessary to effectuate this Resolution.

**Section 4.** All Resolutions or parts of Resolutions in conflict with this Resolution are repealed to the extent of such conflict.

**Section 5.** Any scrivener or typographical errors that do not affect intent may be corrected with notice to, and the authorization of the City Attorney and City Manager without further process.

**Section 6.** If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are declared to be severable.

**Section 7.** This Resolution shall take effect immediately upon adoption.

**[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]**

**APPROVED AND ADOPTED** by the City of North Miami Beach City Commission at the regular meeting assembled this **16<sup>th</sup> day of April 2024**.

ATTEST:

---

ANDRISE BERNARD, MMC  
CITY CLERK

---

EVAN S. PIPER  
MAYOR

(CITY SEAL)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE  
AND RELIANCE OF THE CITY OF NORTH MIAMI BEACH ONLY:

---

JOSEPH S. GELLER  
CITY ATTORNEY

Sponsored by: Mayor & Commission

**RESOLUTION NO. 2024-XX**

# EXHIBIT A



## EXEMPTIONS FROM BIDDING REQUISITION CHECKLIST

### PROCUREMENT MANAGEMENT DIVISION

Section 3-4.5 Exemptions for Bidding, Purchase of the following materials and services shall be exempt from the bidding process and subject to the spending limitations provided in subsection 3-3.14, unless otherwise provided by **State law**. (Ord. No. 98-12 § 2B-55; Ord. No. 2016-12, § 2, 11-15-16; Ord. No. 2018-11, § 2, 10-16-18)

Select the one that applies and provide justification in the box below. **\*Ensure Explanation Memo is attached\***

- |   |  |
|---|--|
| <p><input type="checkbox"/> a. <b>Sole source purchases.</b> Sole-source supplies and services, such as unique, patented, or franchised supplies or services, are exempt if the Purchasing Agent determines, after conducting a good faith review of available sources, that the particular supply or service is available from only one (1) source.</p> <p><input type="checkbox"/> b. <b>Legal services.</b> Legal services coordinated by the office of the City Attorney, including, but not limited to: attorney services, paralegals, expert witnesses, jury consultants, legal support services, legal research, court reporters and stenographers.</p> <p><input type="checkbox"/> c. <b>Emergency purchases.</b></p> <p><input type="checkbox"/> d. <b>Advertising.</b> Advertising in selected newspapers, periodicals, radio stations, television networks, or websites.</p> <p><input type="checkbox"/> e. <b>Books and periodicals.</b></p> <p><input type="checkbox"/> f. <b>Formal bidding waiver.</b> Purchases for which formal bidding has been waived, as determined by the City Commission to be in the best interest of the City. Purchases of, and contracts for, supplies or services shall be exempt from competitive bidding/competitive proposals with a five-sevenths (5/7) affirmative vote of the City Commission declaring the waiver of competitive bidding/competitive proposals to be in the best interests of the City. In the event that competitive bidding and competitive proposals are waived under this paragraph, the open market procedure set forth in subsection 3-4.4 shall be utilized. For those contracts which the City Manager is otherwise authorized to award, he/she may waive competitive bidding and competitive proposals.</p> <p><input type="checkbox"/> g. <b>Real Property.</b> Purchase or rental of real property when location is a consideration.</p> <p><input type="checkbox"/> h. <b>Utilities,</b> including water, wastewater, sewer, gas, electric, or other utilities as defined by law.</p> <p><input type="checkbox"/> i. <b>Recreational excursions and cultural events.</b></p> <p><input type="checkbox"/> j. <b>Services set forth in Section 287.057(3)(f), Florida Statutes.</b></p> <p><input type="checkbox"/> k. <b>Insurance.</b> Purchases of insurance through the city's agent of record are exempt from the competitive bid and competitive proposal requirements.</p> | <p><input type="checkbox"/> l. <b>Software.</b> Software licensing and maintenance with the company from which the software was purchased, as set forth in subsection 3-4.4 or subsection 3-3.14, or its authorized representative.</p> <p><input type="checkbox"/> m. <b>Service and Warranty.</b> Servicing or warranty work of equipment by the authorized dealer or manufacturer's representative, when required to maintain a warranty in full force and effect, or when considered to be in the best interest of the city and recommended by the using department, and the services to be performed are by the equipment manufacturer, manufacturer's service representative, or a distributor of the manufacturer's equipment.</p> <p><input type="checkbox"/> n. <b>Shipping, freight and postage charges.</b></p> <p><input type="checkbox"/> o. <b>Artistic, academic and entertainment performances.</b> Artistic, academic and entertainment performances, including entertainment, lectures, seminars, speeches, cultural and artistic presentations; excluding production companies.</p> <p><input type="checkbox"/> p. <b>Groceries.</b></p> <p><input type="checkbox"/> q. <b>Cable and satellite television services.</b></p> <p><input type="checkbox"/> r. <b>Contracts with, and purchases from, other public entities,</b> i.e.: public state colleges, public state universities, federal government agencies, state governments, county governments, city governments, government school boards, county sheriffs offices, and other government entities.</p> <p><input type="checkbox"/> s. <b>Membership dues</b> for trade or professional organization.</p> <p><input type="checkbox"/> t. <b>Medical services,</b> including wellness activities, pharmacy services and veterinarian services.</p> <p><input type="checkbox"/> u. <b>Teaching, training,</b> specialized services and recreational instructors.</p> <p><input checked="" type="checkbox"/> v. <b>Direct material purchases.</b> Purchases of materials, equipment, prefabricated elements and components, appliances, fixtures, and other goods, pursuant to a program contained in a construction contract that has been awarded in accordance with any provision of this article, whereby the City makes such purchases directly.</p> |
|---|--|

### Purchase Verification Information

Were alternative contracts evaluated to determine that the City is obtaining the most advantageous contract pricing for the required product / service? Yes ☒ No ☐ The vendors will not accept a third party PO with the tax exemption. This will be savings to the City.

Would this purchase(s) result in the potential of future purchases for related products/ services being restricted to a particular vendor or create a specific vendor as sole source provider for the related items? Yes ☐ No ☒

Would this purchase(s) result in any future maintenance costs which are not included in the initial purchase? Yes ☒ No ☐  
If yes, please attach a draft maintenance plan which includes cost estimates and funding sources(s).

### Required Documents Checklist

Explanation Memo ☒ Award Letter ☐ Proposal/Quote ☒  
Risk Manager Approved Insurance Certificate ☐





PROCUREMENT EXPLANATION MEMO – EXEMPTION FROM BIDDING

FROM: Andrea Suarez Abatida

Name

NMB Water Director

Title/Department

DATE: February 28, 2024

RE: Purchase of Afton Pumps and appurtenances for New High Service Pump Station - PCL RFQ-21-025-MC

Fiscal Amount not to Exceed: \$ 1,441,879.00

Vendor # 525924

Purpose (How does it align with City NMB Strategic Plan?):

The purpose of this contract is to provide the equipment required to upgrade the High Service Pump Station at the water treatment plant. This aligns with our goal of being financially Sound City Government. This purchase also supports the vision of a well designed, well-maintained and safe city facilities.

Background:

NMB Water has an ongoing Progressive Design-Build project at Norwood. There are different components, including a new high service pump station required to complete the priority items. The contractor was provided the City's tax exemption letter, but vendors will not accept it unless the PO is provided by the City. The cost of the equipment will be deducted from the original PO issued to the Contractor.

Recommendation:

In order to utilize the tax exemption the City is entitled to, we recommend approving this purchase as Owner Furnished Equipment to the Contractor.

**Procurement Note: Decreasing Contract #767 with PCL Construction for Design & Build services at the Norwood WTP, approved via R2022-47, to purchase materials through Direct Material Purchases.**

Fiscal Impact / Account Number(s):

FY24/416900-533630

Finance Director: *Robin Staylor*

Date 03/15/24

Chief Procurement Officer: *S George*  
(Purchases/Contract up to \$25,000.00)

Date 03/19/24

City Manager: *MS*  
(Purchases/Contracts up to \$50,000.00)

Date 03/26/24

*Purchases/Contracts exceeding \$50,000.00 will be placed on the next Commission Agenda pending Procurement review.*



DATE: February 27, 2024  
TO: North Miami Beach  
ATTN: Carlos Carrazana  
FROM: L. Todd Shaw  
RE: North Miami Beach Norwood-Oeffler WTP  
SUBJ: Afton Pumps, Inc.  
Quotation No. RS-23-1028RT Rev 3 Update – February 2024  
**Valid through March 8, 2024**

On behalf of Afton Pumps, we are pleased to provide the attached scopes for Section 11312D Vertical Turbine Short Setting Centrifugal Pumps. Per PCL's request, we have updated the scope to eliminate the transfer pumps and include only the high service pump equipment. **We are offering the prior quoted price under the understanding that a purchase order will be received by no later than March 8, 2024, after which the quote will be subject to a 3% increase on the pumps/motors to cover a forthcoming increase in motor cost.**

Pricing for this offering is as follows:

Section 11312D Vertical Turbine Short Setting Centrifugal Pumps

High Service Pumps (Tag No. 5304-5308) - each \$ 195,904.00 x (5) = \$979,520.00

High Service Pump (Tag No. 3) - each \$183,303.00 x (1) = \$183,303.00

High Service Pump (Tag No. 5314 on Dwg 00GE10) - each \$279,056.00 x (1) = \$279,056.00

**SUBTOTAL.....\$1,441,879.00**

Taxes or surcharges of any type are excluded. **Please note that, as depicted on both this and the previous version of the proposal, Afton's acceptance of this order will be based on agreement to payment milestones outlined in the Afton proposal as follows:**

- 20% of Contract Value with approval of submittals
- 30% of Contract Value with documented receipt of materials
- 40% of Contract Value with receipt of pumps
- 10% of Contract Value after completion of startup (not to exceed 6 months)

We look forward to working with the City of North Miami Beach on this important project. Please contact me at 407.222.0575 if you have questions or would like to discuss this scope further.

Best regards.

A handwritten signature in black ink, appearing to read "L. Todd Shaw", written over a light blue horizontal line.

L. Todd Shaw



**afton pumps. inc.**  
HOUSTON, TEXAS, USA

7335 Avenue N.  
Houston, TX 77011  
P. (713) 923-9731  
F. (713) 923-3902  
[www.aftonpumps.com](http://www.aftonpumps.com)

---

February 22, 2024

Project: North Miami Beach

Afton Quotation No. RS-23-1028-RT Rev 3

Thank you for allowing Afton Pumps to submit a proposal.

Prices valid: 1 day

Freight: Allowed

Payment terms: Progress for Orders over 150K  
20% with approval of engineering submittal  
30% receipt of material  
40% completion of fabricated work  
10% after completion of start up (not to exceed 6 months)

Delivery weeks 26 -28 weeks after approval drawings

Estimated delivery time is after receipt and acceptance of an approved purchase order, establishment and agreement of payment terms and approval of all necessary drawings and data which will follow approx. 4-6 weeks after acceptance of PO. This includes 2 weeks for customer approval and return. Any delay in the return of the approved submittals will impact on the quoted delivery time. The delivery time given is also based on current factory workload which can change daily, and material availability subject prior to sale. If the production time is a critical issue, please contact us within 2 weeks of the expected purchase date for a confirmation.

We appreciate your interest in our products and hope to hear from you soon.

Respectfully,

Best regards,  
Roland Torres  
713-923-9731





**afton pumps. inc.**

7335 Avenue N., Houston, Texas 77001-1709  
P. O. Box 9426, Houston, Texas 77261-9426  
713.923.9731  
FAX 713.923.3902  
E-mail: info@aftonpumps.com

**February 22, 2024**

**Ref: North Miami- Norwood**

**Afton Proposal Number HS-22-038-RT REV 3**

Afton Pumps is pleased to provide the following proposal for North Miami -Norwood for your consideration.

**High Service pumps 400 HP**

Afton Model 16 x20 x 24 - 2 stage

Materials will be fabricated Carbon steel head with 16"-150# discharge x 20" below grade suction  
Cast iron bowls, 316ss impeller, 316ss bowl and Impeller wear rings, and 416ss- shafting.  
and bearings bronze. Line shaft bearings will be rubber  
Mechanical seal will be Crane type 8B1 seal with 316 SS gland, sleeve and drive collar.  
Nickel Plated spacer coupling  
Motor will be 400 HP 1200 RPM WPII 3/60/460

Pump Barrel will be carbon steel with below grade suction

Spare parts per section 2.14 A (as applicable)

**Price Each \$279,056.00**

---

Pump Prices include the following;

- Freight to site
- Torsional and Lateral Analysis
- Critical Frequency Analysis
- Non witness performance testing
- Engineering Data Submittals and O&M Manuals
- Startup service 3 days

Submittals will be available in 4-5 weeks after acceptance of an order.

Delivery will be approximately **24-26 weeks** after the release to manufacture.

Warranty motors: 30 months from shipment 2 yrs from install whichever occurs first

Warranty pumps: 18 months from shipment 12 months from startup whichever occurs first. Removal and reinstalling is not covered under the warranty.

If there are any questions please do not hesitate to contact me. We thank you for the opportunity and look forward to hearing from you soon.

Best regards,  
Afton Pumps, Inc.  
Roland Torres  
Sales Manager-





afton pumps. inc.

7335 Avenue N., Houston, Texas 77001-1709  
P. O. Box 9426, Houston, Texas 77261-9426  
713,923.9731  
FAX 713.923.3902  
E-mail: info@aftonpumps.com

February 22, 2024

Ref: North Miami- Norwood  
Afton Proposal Number RS-23-1028-RT REV 3

Afton Pumps is pleased to provide the following proposal for North Miami -Norwood for your consideration.

---

#### High Service pumps

Afton Model 14 x20 x 16 - 2 stage

Materials will be fabricated Carbon steel head with 14"-150# discharge x 20" below grade suction  
Cast iron bowls, 316ss impellers, Impeller wear rings, and 416ss- shafting.

Bowl wear rings and bearings will be bronze

Mechanical seal will be Crane type 8B1 seal with 316 SS gland, sleeve and drive collar.

Nickle Plated spacer coupling.

Motor will be 200 HP 1800 RPM TEFC 3/60/460

Pump Barrel will be carbon steel with below grade suction interior coated Scotchkote Fusion-Bonded Epoxy  
Coating 134. Exterior will have coal tar epoxy

Spare parts per section 2.14 A (as applicable)

**Price Each \$195,904.00**

---

Pump Prices include the following;

- Freight to site
- Torsional and Lateral Analysis
- Critical Frequency Analysis
- Non witness performance testing
- Engineering Data Submittals and O&M Manuals
- Startup service 3 days

Submittals will be available in 4-5 weeks after acceptance of an order.

Delivery will be approximately **24-26 weeks** after the release to manufacture.

Warranty motors: 30 months from shipment 2 yrs from install whichever occurs first

Warranty pumps: 18 months from shipment 12 months from startup whichever occurs first. Removal and reinstalling is not covered under the warranty.

If there are any questions please do not hesitate to contact me. We thank you for the opportunity and look forward to hearing from you soon.

Best regards,  
Afton Pumps, Inc.  
Roland Torres  
Sales Manager-  
713-923-9731



afton pumps. inc.

7335 Avenue N., Houston, Texas 77001-1709  
P. O. Box 9426, Houston, Texas 77261-9426  
713.923.9731  
FAX 713.923.3902  
E-mail: info@aftonpumps.com

February 22, 2024

Ref: North Miami- Norwood  
Afton Proposal Number RS-23-1028-RT REV 3

Afton Pumps is pleased to provide the following proposal for North Miami -Norwood for your consideration.

---

#### High Service Pump 3

Afton Model 10 x 12 x 15 - 2 stage

Materials will be fabricated Carbon steel head with 10"-150# discharge X 12-150#" suction  
Cast iron bowls, 316ss impellers, 316ss bowl and Impeller wear rings, and 416ss- shafting.  
Bearings will be bronze  
Mechanical seal will be Crane type 8B1 seal with 316 SS gland, sleeve and drive collar.  
Nickel Plated spacer coupling

Motor will be 125 HP 1800 RPM TEFC 3/60/460

Pump Barrel will be carbon steel interior coated with Scotchkote Fusion-Bonded Epoxy Coating 134  
Exterior of pump will have coal tar epoxy

Spare parts per section 2.14 A (as applicable)

**Price Each \$183,303.00**

---

Pump Prices include the following;

- Freight to site
- Torsional and Lateral Analysis
- Critical Frequency Analysis
- Non witness performance testing
- Engineering Data Submittals and O&M Manuals
- Startup service 3 days

Submittals will be available in 4-5 weeks after acceptance of an order.

Delivery will be approximately **20-22 weeks** after the release to manufacture.

Warranty motors: 30 months from shipment 2 yrs from install whichever occurs first

Warranty pumps: 18 months from shipment 12 months from startup whichever occurs first. Removal and reinstalling is not covered under the warranty.

If there are any questions please do not hesitate to contact me. We thank you for the opportunity and look forward to hearing from you soon.

Best regards,  
Afton Pumps, Inc.  
Roland Torres  
Sales Manager-










# Exemption from Bidding - Afton Pumps and appurtenances.

Final Audit Report

2024-03-26

Created:	2024-03-15
By:	Kemesia Clarke (Kemesia.Clarke@citynmb.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAOH2G0Plq4GrTmWQMa2Ns-kJFqUjXu8gG

## "Exemption from Bidding - Afton Pumps and appurtenances." History

-  Document created by Kemesia Clarke (Kemesia.Clarke@citynmb.com)  
2024-03-15 - 4:54:11 PM GMT
-  Document emailed to Sophia Taylor (sophia.taylor@citynmb.com) for signature  
2024-03-15 - 4:54:18 PM GMT
-  Email viewed by Sophia Taylor (sophia.taylor@citynmb.com)  
2024-03-15 - 4:55:00 PM GMT
-  Document e-signed by Sophia Taylor (sophia.taylor@citynmb.com)  
Signature Date: 2024-03-15 - 5:20:28 PM GMT - Time Source: server
-  Document emailed to Shereece George (shereece.george@citynmb.com) for signature  
2024-03-15 - 5:20:30 PM GMT
-  Document e-signed by Shereece George (shereece.george@citynmb.com)  
E-signature obtained using URL retrieved through the Adobe Acrobat Sign API  
Signature Date: 2024-03-19 - 7:34:41 PM GMT - Time Source: server
-  Document emailed to Mario Diaz (mario.diaz@citynmb.com) for signature  
2024-03-19 - 7:34:43 PM GMT
-  Email viewed by Mario Diaz (mario.diaz@citynmb.com)  
2024-03-19 - 7:35:00 PM GMT
-  Document e-signed by Mario Diaz (mario.diaz@citynmb.com)  
Signature Date: 2024-03-26 - 6:03:12 PM GMT - Time Source: server

✔ Agreement completed.

2024-03-26 - 6:03:12 PM GMT





## EXEMPTIONS FROM BIDDING REQUISITION CHECKLIST

### PROCUREMENT MANAGEMENT DIVISION

Section 3-4.5 Exemptions for Bidding, Purchase of the following materials and services shall be exempt from the bidding process and subject to the spending limitations provided in subsection 3-3.14, unless otherwise provided by **State law**. (Ord. No. 98-12 § 2B-55; Ord. No. 2016-12, § 2, 11-15-16; Ord. No. 2018-11, § 2, 10-16-18)

Select the one that applies and provide justification in the box below. **\*Ensure Explanation Memo is attached\***

- |  |  |
|--|--|
| <input type="checkbox"/> a. <b>Sole source purchases.</b> Sole-source supplies and services, such as unique, patented, or franchised supplies or services, are exempt if the Purchasing Agent determines, after conducting a good faith review of available sources, that the particular supply or service is available from only one (1) source.  | <input type="checkbox"/> i. <b>Software.</b> Software licensing and maintenance with the company from which the software was purchased, as set forth in subsection 3-4.4 or subsection 3-3.14, or its authorized representative.   |
| <input type="checkbox"/> b. <b>Legal services.</b> Legal services coordinated by the office of the City Attorney, including, but not limited to: attorney services, paralegals, expert witnesses, jury consultants, legal support services, legal research, court reporters and stenographers.   | <input type="checkbox"/> m. <b>Service and Warranty.</b> Servicing or warranty work of equipment by the authorized dealer or manufacturer's representative, when required to maintain a warranty in full force and effect, or when considered to be in the best interest of the city and recommended by the using department, and the services to be performed are by the equipment manufacturer, manufacturer's service representative, or a distributor of the manufacturer's equipment. |
| <input type="checkbox"/> c. <b>Emergency purchases.</b>  | <input type="checkbox"/> n. <b>Shipping, freight and postage charges.</b>  |
| <input type="checkbox"/> d. <b>Advertising.</b> Advertising in selected newspapers, periodicals, radio stations, television networks, or websites.   | <input type="checkbox"/> o. <b>Artistic, academic and entertainment performances.</b> Artistic, academic and entertainment performances, including entertainment, lectures, seminars, speeches, cultural and artistic presentations; excluding production companies.   |
| <input type="checkbox"/> e. <b>Books and periodicals.</b>  | <input type="checkbox"/> p. <b>Groceries.</b>  |
| <input type="checkbox"/> f. <b>Formal bidding waiver.</b> Purchases for which formal bidding has been waived, as determined by the City Commission to be in the best interest of the City. Purchases of, and contracts for, supplies or services shall be exempt from competitive bidding/competitive proposals with a five-sevenths (5/7) affirmative vote of the City Commission declaring the waiver of competitive bidding/competitive proposals to be in the best interests of the City. In the event that competitive bidding and competitive proposals are waived under this paragraph, the open market procedure set forth in subsection 3-4.4 shall be utilized. For those contracts which the City Manager is otherwise authorized to award, he/she may waive competitive bidding and competitive proposals. | <input type="checkbox"/> q. <b>Cable and satellite television services.</b>  |
| <input type="checkbox"/> g. <b>Real Property.</b> Purchase or rental of real property when location is a consideration.  | <input type="checkbox"/> r. <b>Contracts with, and purchases from, other public entities,</b> i.e.: public state colleges, public state universities, federal government agencies, state governments, county governments, city governments, government school boards, county sheriffs offices, and other government entities.  |
| <input type="checkbox"/> h. <b>Utilities,</b> including water, wastewater, sewer, gas, electric, or other utilities as defined by law.   | <input type="checkbox"/> s. <b>Membership dues</b> for trade or professional organization.   |
| <input type="checkbox"/> i. <b>Recreational excursions and cultural events.</b>  | <input type="checkbox"/> t. <b>Medical services,</b> including wellness activities, pharmacy services and veterinarian services.   |
| <input type="checkbox"/> j. <b>Services set forth in Section 287.057(3)(f), Florida Statutes.</b>  | <input type="checkbox"/> u. <b>Teaching, training,</b> specialized services and recreational instructors.  |
| <input type="checkbox"/> k. <b>Insurance.</b> Purchases of insurance through the city's agent of record are exempt from the competitive bid and competitive proposal requirements.   | <input checked="" type="checkbox"/> v. <b>Direct material purchases.</b> Purchases of materials, equipment, prefabricated elements and components, appliances, fixtures, and other goods, pursuant to a program contained in a construction contract that has been awarded in accordance with any provision of this article, whereby the City makes such purchases directly.   |

#### Purchase Verification Information

Were alternative contracts evaluated to determine that the City is obtaining the most advantageous contract pricing for the required product / service? Yes ☒ No ☐

Would this purchase(s) result in the potential of future purchases for related products/ services being restricted to a particular vendor or create a specific vendor as sole source provider for the related items? Yes ☐ No ☒

Would this purchase(s) result in any future maintenance costs which are not included in the initial purchase? Yes ☐ No ☐  
If yes, please attach a draft maintenance plan which includes cost estimates and funding sources(s).

#### Required Documents Checklist

Explanation Memo ☒

Award Letter ☐

Proposal/Quote ☒

Risk Manager Approved Insurance Certificate ☐



## PROCUREMENT EXPLANATION MEMO – EXEMPTION FROM BIDDING

FROM: Andrea Suarez Abastida

Name  
Director/ NMB Water

Title/Department

DATE: 03/14/2024

RE: Direct Materials Purchase for New High Service Pump Station - PCL RFQ-21-025-MC (Rexel)

Fiscal Amount not to Exceed: \$ 834,516.00

Vendor # 472153

**Purpose (How does it align with City NMB Strategic Plan?):**

The purpose of this contract is to provide the equipment required to upgrade the High Service Pump Station at the water treatment plant. This aligns with our goal of being financially Sound City Government. This purchase also supports the vision of a well designed, well-maintained and safe city facilities.

**Background:**

NMB Water has an ongoing Progressive Design-Build project at Norwood. There are different components, including a new high service pump station required to complete the priority items. The contractor was provided the City's tax exemption letter, but vendors will not accept it unless the PO is provided by the City.

**Recommendation:**

In order to utilize the tax exemption the City is entitled to, we recommend approving this purchase as Owner Furnished Equipment to the Contractor.

**Procurement Note: Decreasing Contract #767 with PCL Construction for Design & Build services at Norwood WTP, approved via R2022-47, to purchase materials through Direct Material Purchases**

**Fiscal Impact / Account Number(s):**

Fiscal Impact: \$834,516.00  
Account Number: 416900-533630

Finance Director:

Date 03/15/24

Chief Procurement Officer:   
(Purchases/Contract up to \$25,000.00)

Date 03/19/24

City Manager:   
(Purchases/Contracts up to \$50,000.00)

Date 03/26/24

*Purchases/Contracts exceeding \$50,000.00 will be placed on the next Commission Agenda pending Procurement review.*













# Exemption from Bidding - Rexel VFD HSP

Final Audit Report

2024-03-26

Created:	2024-03-15
By:	Kemesia Clarke (Kemesia.Clarke@citynmb.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAxVNFxZST4J2_2PNTI71IUfB_FAoG8sCz

## "Exemption from Bidding - Rexel VFD HSP" History

-  Document created by Kemesia Clarke (Kemesia.Clarke@citynmb.com)  
2024-03-15 - 4:38:18 PM GMT
-  Document emailed to Sophia Taylor (sophia.taylor@citynmb.com) for signature  
2024-03-15 - 4:38:23 PM GMT
-  Email viewed by Sophia Taylor (sophia.taylor@citynmb.com)  
2024-03-15 - 4:39:06 PM GMT
-  Document e-signed by Sophia Taylor (sophia.taylor@citynmb.com)  
Signature Date: 2024-03-15 - 6:29:19 PM GMT - Time Source: server
-  Document emailed to Shereece George (shereece.george@citynmb.com) for signature  
2024-03-15 - 6:29:21 PM GMT
-  Document e-signed by Shereece George (shereece.george@citynmb.com)  
E-signature obtained using URL retrieved through the Adobe Acrobat Sign API  
Signature Date: 2024-03-19 - 7:32:33 PM GMT - Time Source: server
-  Document emailed to Mario Diaz (mario.diaz@citynmb.com) for signature  
2024-03-19 - 7:32:34 PM GMT
-  Email viewed by Mario Diaz (mario.diaz@citynmb.com)  
2024-03-19 - 7:33:04 PM GMT
-  Document e-signed by Mario Diaz (mario.diaz@citynmb.com)  
Signature Date: 2024-03-26 - 6:01:31 PM GMT - Time Source: server
-  Agreement completed.  
2024-03-26 - 6:01:31 PM GMT

## CONFIGURED SOLUTIONS BUSINESS

Date: March 13, 2024

CSB Quotation #: EW\_FT2307310847PJ Rev 03

North Miami Beach FL Afton Pumps

We are pleased to submit the following proposal. All prices are in US Dollars. Pricing for this quotation:

Our proposal is for the following equipment:

ITEM	QTY	DESCRIPTION	PRICE
A	1	<b>Electronic Submittal Package (Includes Approval Drawings)</b> NOTE: Printed binders are available at an additional charge of \$###. If Hard Copy option is purchased, submittal procedure includes up to 10 submittal binders & electronic copy.	Included
B	1	<b>Electronic Operator &amp; Maintenance Manuals</b> NOTE: Printed binders are available and will be provided upon request at an additional charge of \$###. If Hard Copy option is purchased, O&M procedures include up to 5 O&M binders & electronic copy.	Included
C	1	<b>Freight to 1st US destination (Contiguous United States only)</b> DAP 1st Domestic US Location (Contiguous United States only) Incoterms® 2020; Contingent upon use of Rockwell Automation contracted carrier. Terms: Prepaid and Absorb	Included
D	1	<b>PF755TL 150HP ND Non-Regenerative Active Front End (AFE) VFD w/ DV/DT Filter in N1 Enclosure (Top Entry/Bottom Exit): VFD 3</b> One NEMA 1 Enclosure, approximately 87"H X 39"W X 24"D, with the following features: <ul style="list-style-type: none"> <li>Qty. 1- PowerFlex 755T Drives, Corrosive Gas Protection (XT), Forced Air, Low Harmonic, AFE Drive (PowerFlex 755TL), Open Type/IP00; Wall Mount, ND - 150HP (186A), 480 VAC, 3 PH, Frame 6, Standard EMI Protection, No HIM &amp; TotalFORCE Control</li> <li>Qty. 1- Door-Mounted Full Function HIM</li> <li>Qty. 3- PowerFlex 750 115V AC IO Option module</li> <li>Qty. 1- Circuit Breakers with an external operating handle, Mechanical Door Interlock (Padlockable), 65 kAIC</li> <li>Qty. 1- DV/DT Filter</li> <li>Qty. 1- 480Y/277 VAC Surge Suppressor</li> <li>Qty. 1- Control Power Transformer, Fused Primary/Secondary</li> <li>Qty. 1- Door-Mounted Hand/Off/Auto Selector Switch</li> <li>Qty. 1- Door-Mounted Test/Normal Selector Switch</li> <li>Qty. 3- Door-Mounted Push Button (Start, Stop, Reset)</li> <li>Qty. 8- Door-Mounted Pilot Light (Power On, VFD Fail, VFD Running, Motor Over Temperature, Motor Heater On, Enclosure Over temperature, Drive Lockout, Control Power On)</li> <li>Qty. 1- Door-Mounted Speed Potentiometer</li> <li>Qty. 1- 24 VDC Power Supply</li> <li>Qty. 1- 24VDC UPS</li> <li>Qty. 9- Control Relay</li> <li>Enclosure Nameplate</li> <li>Enclosure Fan &amp; Filter kit</li> </ul>	\$63,576.00



E	5	<b>PF755TL 250HP ND Non-Regenerative Active Front End (AFE) VFD w/ DV/DT Filter in N1 Enclosure (Top Entry/Bottom Exit): VFD 5304, 5305, 5306, 5307, 5308</b>	\$ 78,516.00
One NEMA 1 Enclosure, approximately 84"H X 55.5"W X 24"D, with the following features:			
<ul style="list-style-type: none"> <li>Qty. 1- PowerFlex 755T Drives, Corrosive Gas Protection (XT), Forced Air, Low Harmonic, AFE Drive (PowerFlex 755TL), Type 1/IP21, Floor Mount, ND - 250HP (302A), 480 VAC, 3 PH, Frame 7, Standard EMI Protection, Door Mounted HIM (20-750-C6S) &amp; TotalFORCE Control</li> <li>Qty. 3- PowerFlex 750 115V AC IO Option module</li> <li>Qty. 1- Circuit Breakers with an external operating handle, Mechanical Door Interlock (Padlockable), 65 kAIC</li> <li>Qty. 1- DV/DT Filter</li> <li>Qty. 1- 480Y/277 VAC Surge Suppressor</li> <li>Qty. 1- Control Power Transformer, Fused Primary/Secondary</li> <li>Qty. 1- Door-Mounted Hand/Off/Auto Selector Switch</li> <li>Qty. 1- Door-Mounted Test/Normal Selector Switch</li> <li>Qty. 3- Door-Mounted Push Button (Start, Stop, Reset)</li> <li>Qty. 8- Door-Mounted Pilot Light (Power On, VFD Fail, VFD Running, Motor Over Temperature, Motor Heater On, Enclosure Over temperature, Drive Lockout, Control Power On)</li> <li>Qty. 1- Door-Mounted Speed Potentiometer</li> <li>Qty. 1- 24 VDC Power Supply</li> <li>Qty. 1- 24VDC UPS</li> <li>Qty. 9- Control Relay</li> <li>Enclosure Nameplate</li> <li>Enclosure Fan &amp; Filter kit</li> </ul>			
F	1	<b>PF755TL 450HP ND Non-Regenerative Active Front End (AFE) VFD w/ DV/DT Filter in N1 Enclosure (Bottom Entry/Bottom Exit): VFD 5314</b>	\$ 103,122.00
One NEMA 1 Enclosure, approximately 84"H X 71.5"W X 24"D, with the following features:			
<ul style="list-style-type: none"> <li>Qty. 1- PowerFlex 755T Drives, Corrosive Gas Protection (XT), Forced Air, Low Harmonic, AFE Drive (PowerFlex 755TL), Type 1/IP21, Floor Mount, ND - 450HP (545A), 480 VAC, 3 PH, Frame 8, Standard EMI Protection &amp; Reflected Wave (dV/dT) Filtering, Door Mounted HIM (20-750-C6S) &amp; TotalFORCE Control</li> <li>Qty. 3- PowerFlex 750 115V AC IO Option module</li> <li>Qty. 1- Circuit Breakers with an external operating handle, Mechanical Door Interlock (Padlockable), 65 kAIC</li> <li>Qty. 1- 480Y/277 VAC Surge Suppressor</li> <li>Qty. 1- Control Power Transformer, Fused Primary/Secondary</li> <li>Qty. 1- Door-Mounted Hand/Off/Auto Selector Switch</li> <li>Qty. 1- Door-Mounted Test/Normal Selector Switch</li> <li>Qty. 3- Door-Mounted Push Button (Start, Stop, Reset)</li> <li>Qty. 8- Door-Mounted Pilot Light (Power On, VFD Fail, VFD Running, Motor Over Temperature, Motor Heater On, Enclosure Over temperature, Drive Lockout, Control Power On)</li> <li>Qty. 1- Door-Mounted Speed Potentiometer</li> <li>Qty. 1- 24 VDC Power Supply</li> <li>Qty. 1- 24VDC UPS</li> <li>Qty. 9- Control Relay</li> <li>Enclosure Nameplate</li> <li>Enclosure Fan &amp; Filter kit</li> </ul>			
G	1	<b>Roll-Out Cart-VFD Service Tool</b>	\$ 2,554.00
<ul style="list-style-type: none"> <li>Qty. 1- PowerFlex 750 Kit, Power Module Cart</li> </ul>			

H	1	<b>5 Year Warranty - Parts &amp; Labor</b> Includes parts and labor warranty for 60 months from date of successful commissioning or 66 months from date of shipment, whichever occurs first.	\$ 135,310.00
I	1	<b>Spare Parts</b> <ul style="list-style-type: none"> <li>Three of each type of fuse rated 460V or less.</li> <li>One of each type of type control printed circuit board and gate firing boards.</li> <li>One keypad assembly of each type used.</li> </ul>	\$ 79,960.00
J	1	<b>Factory Witness Test (Rockwell Automation Standard) - One per VFD HP Rating</b> The customer will be permitted to visit the Rockwell Automation System Test area to witness testing of the drives. A Rockwell Automation representative will be appointed to help coordinate the customer visit. Careful review of the specification will be made to address any special requests and assure customer access to tests and procedures.	\$ 16,685.00
K	1	<b>Calculated Harmonic Analysis (Harm1)</b> The Calculated Harmonic Analysis, if accepted, is a basic harmonic analysis that includes a review of the Customer's one line power distribution diagram. Review and analysis of the one-line diagram comparing linear and non-linear loads at a single point of common coupling. Analysis is done to determine the viability of the design layout and identify potential solutions for harmonic mitigation based on IEEE519. Contractor/Engineer is responsible for supplying a COMPLETE one line diagram including transformer information, system withstand ratings, voltage, and frequency with complete listing of connected loads with load descriptions. If complete information is not available, analysis will be done only with the information provided. This analysis is not intended to prove compliance with IEEE 519, it is intended to provide insight on how to effectively achieve IEEE 519 compliance. The report will be generated two weeks after receipt of complete information. No more than two iterations of bus and/or loading configurations are included.	\$ 9,95.00
L	1	<b>On-Site Harmonic Analysis (Harm3)</b> The On-Site Harmonic Analysis, if accepted, includes site verification of actual harmonics, detailed spectrum analysis, and a detailed written report. Customer's Contractor/Engineer is responsible to verify that all motors are fully loaded at time of verification testing and to arrange for the drives to be shutdown to acquire baseline measurement to ensure any non-compliance measurements are not a result of the supplied AC drives. An on-site compliance verification is performed in one of the following manners: <ol style="list-style-type: none"> <li>1. Onsite measurements taken by a third party company</li> <li>2. Onsite measurements taken by Rockwell Automation service representative</li> </ol> Four hours are allocated for acquiring harmonic measurements. Rockwell Automation will measure harmonic content with a utility grade power monitor interwired at the point of common coupling as defined by specification to provide ongoing IEEE 519 compliance verification and provide local information on voltage, current and power characteristics of the first 50 harmonics. A report of the measurements taken at each predefined point of common coupling will be provided as well as confirmation of compliance, or confirmation of drive compliance and system non-compliance due to external factors to the AC drives (welders, lighting, etc.). Rockwell Automation is not responsible for the overall system compliance, only to verify that the drives provided do not adversely impact the IEEE 519 compliance of the facility. In all cases, it is the Customer Contractor/Engineer's responsibility to achieve effective loading of the motor/pump system to obtain accurate measurement and to arrange for the drives to be shut down in order to acquire baseline measurements. In the event that this cannot be achieved, an extrapolation will be completed to provide compliant information	\$ 17,208.00



<b>M</b>	<b>1</b>	<b>Start Up (7 days x 8 hours)</b>	<b>\$ 18,095.00</b>
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The Drive Start-Up Service ("Start-Up") will include the following work elements:

- Physical inspection and verification of proper drive and motor installation practices prior to the application of power.
- Verification of external control wiring.
- Confirmation of drive cabling to Motor, Line Feed, and Isolation Transformer (if applicable).
- Incoming line and drive output grounding checks.
- Voltage Application, Checkout, Calibration and Testing of the drive as appropriate for the application.
- Tune-up of drive internal regulating loops as appropriate for the application.
- Adjustment of operation parameters, within drive and motor design limitations, to values as appropriate for the application.
- Operation of drive through speed range to verify proper performance.
- Documentation of drive and motor nameplate information, application information, drive settings and operating parameters.

-----See below description for more details -----

<b>N</b>	<b>1</b>	<b>Training (1 day x 8 hours)</b>	<b>\$ 2,585.00</b>
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If informal training is included in this proposal, unless otherwise agreed to in advance, this training will be provided on site by the Rockwell Automation engineer performing the start-up work. No training manuals will be supplied. No formal classroom training involving printed materials, overhead projectors, or training demo hardware is included. The training may refer to the O&M manuals supplied for the project, but they are not required for training. The training will be informal training and consist of reviewing how to troubleshoot and navigate the new equipment. This is not considered to be formal product training. Demos are not included. The installed equipment would be used for demonstrations. Training may not be recorded.

Rockwell Automation advises, and Customer acknowledges, that all training classes are designed by Rockwell Automation with the intent that they will be delivered by a knowledgeable Rockwell Automation employee trained on Rockwell Automation products. Much of the training class is designed for learning by the student through hands-on demonstration and training during the class. Accordingly, Rockwell Automation does not permit the use of video recording unless otherwise agreed upon between Rockwell Automation and Customer and written consent is obtained by both parties.

<b>TOTAL PRICE</b>	<b>\$834,516.00</b>
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**This proposal is based upon the following:**

- 16485 VARIABLE FREQUENCY DRIVES.pdf

**Note:**

- VFD pricing is based on all VFDs quoted being purchased on one purchase order. All other items are optional.

REVISION HISTORY			
Date:	Description of change:	Edited by:	Revision:
August 08, 2023	None, Original Document	SB/VCP	EW_FT2307310847PJ
February 06, 2024	Validity updated	SB/PPJ	EW_FT2307310847PJ Rev 01
February 28, 2024	Item-D (100HP) Removed, accordingly Warranty, Spare, Witness test and startup updated.	SB/PPJ	EW_FT2307310847PJ Rev 02
March 08, 2024	VFD's revised to PF755TL from 18-Pulse.	SB/VCP	EW_FT2307310847PJ Rev 03



## Start-Up Services

Rockwell Automation will provide start-up assistance for initial commissioning of the following drives:

Qty	Item	Description
1	Item – D	PF755TL 150HP ND Non-Regenerative Active Front End (AFE) VFD w/ DV/DT Filter in N1 Enclosure (Top Entry/Bottom Exit)
5	Item – E	PF755TL 250HP ND Non-Regenerative Active Front End (AFE) VFD w/ DV/DT Filter in N1 Enclosure (Top Entry/Bottom Exit)
1	Item – F	PF755TL 450HP ND Non-Regenerative Active Front End (AFE) VFD w/ DV/DT Filter in N1 Enclosure (Bottom Entry/Bottom Exit)

### Drive Start-Up, Scheduling and Customer Requirements:

To maximize the benefits of this program and minimize any additional charges, the below list of items must be completed prior to the scheduled date of service. If the items listed below are not completed prior to the arrival of a Rockwell Automation representative, any resulting standby time or out of scope services will be billed on an hourly basis at the start-up service rate in effect at the time the service is provided.

- The Drive(s) listed above is (are) mounted and wired per the instruction manual and/or wiring diagram.
- AC primary line voltage is the proper voltage.
- The motor nameplate HP, voltage, and current properly correspond with the controller output ratings.
- All controlling devices (i.e. pressure, flow or temperature transducer, motor thermal, process interface, speed pot, tachometer, etc.) are pre-wired according to the instruction manual or wiring diagrams.
- The signal wiring for any controlling devices is run in separate conduit and consists of shielded and twisted conductors per instruction manual and wiring diagrams.
- All controlling devices for drives are functional for testing at time of Start-Up.
- Customer Personnel are available to assist the Rockwell Automation representative with the operation of the equipment and the facility layout. They will remain on site as necessary for safety reasons.
- The motor is aligned and ready to run. The motor is presently uncoupled from load. Equipment and personnel are available to couple the motor for system operation.
- If applicable, the drive is ready for testing under load. The material is ready for load test immediately following preliminary Start-Up, unless an additional trip is included in this agreement.

**Hours:** Services are to be provided during normal working hours (defined as 8:00 AM to 5:00 PM, Monday through Friday), exclusive of holidays observed by Rockwell Automation. Any work required outside of these hours will be billed at the labor rate in effect at the time the service is provided.

**Scheduling:** 14 days advance scheduling notice is required to guarantee pricing. If the request for service is not received by Rockwell Automation 14 days in advance of the scheduled service date, Rockwell Automation will attempt to schedule local resources. If local resources are not available, Rockwell Automation will offer the customer the option of 1) scheduling services for an alternate date when a local resource is available or 2) scheduling an alternative out-of-region resource, which may result in additional travel charges that will be billed at the travel rate in effect at the time the service is provided.

**Travel & Expenses:** Local travel time & expenses ("Local Travel") are included in the price of the Start-Up included in this proposal. Local Travel applies when there is a Rockwell Automation sales office within 150 miles roundtrip of the Customer site. If Customer site is located outside of 150 miles roundtrip from the nearest Rockwell Automation sales office, the first 3 hours of the Rockwell Automation representative's travel time per day are provided free of charge but all applicable travel expenses (e.g. airfare, car rental, meals, tolls, hotel, etc.) and additional travel time will be billed to Customer at the travel rate in effect at the time the service is provided. If applicable, overnight expenses (e.g. hotel, meals) will be billed as a flat rate overnight charge per Rockwell Automation published overnight rates. Additional expenses may apply, including, but not limited to, air travel, permits, tolls, customs fees and other incidentals. Such expenses will be billed at cost+10%. All drives are to be available for a contiguous start-up. If multiple trips are required, additional travel charges will apply.



**Cancellation and Rescheduling:** Customer shall notify Rockwell Automation of any cancellation or intent to reschedule by contacting their project manager. In the event Customer notifies Rockwell Automation of its intent to cancel or reschedule scheduled service less than one (1) business day prior to the date the Rockwell Automation representative is scheduled to begin travel to site, Customer shall reimburse Rockwell Automation for all travel time and expenses incurred with such travel per the above Travel & Expenses guidelines. Rockwell Automation will attempt to reschedule the date of service as requested by the customer, however, Local Travel will not be guaranteed unless an additional 14 days advance notice is provided or local resources are available. If local resources are not available, Rockwell Automation will offer the customer the option of (1) scheduling services for an alternate date when a local resource is available or (2) scheduling an alternative out-of-region resource, which may result in additional travel charges.

**Out of Scope and Standby Time:** An additional purchase order will be required for any out of scope work or standby time.

Out of scope work includes but is not limited to the following:

- All external wiring and troubleshooting outside of the drive.
- External wiring and troubleshooting related to electrical or mechanical equipment outside of the drive or problems caused by external sources such as networks, electrical transients, corrosion, surface contaminants, excessive ambient air temperatures, abusive operations, etc.
- Network troubleshooting and configuration
- Integration drive and control devices
- Drives that are part of a drive system
- Preventative maintenance services

Standby time includes non-working time spent waiting at the customer's request or due to circumstances beyond Rockwell Automation's control due to job site conditions. It will be invoiced per the rate schedule that is applicable for the time of day and day of the service.

## Training Services

If informal training is included in this proposal, unless otherwise agreed to in advance, this training will be provided on site by the Rockwell Automation engineer performing the start-up work. No training manuals will be supplied. No formal classroom training involving printed materials, overhead projectors, or training demo hardware is included. The training may refer to the O&M manuals supplied for the project, but they are not required for training. The training will be informal training and consist of reviewing how to troubleshoot and navigate the new equipment. This is not considered to be formal product training. Demos are not included. The installed equipment would be used for demonstrations. Training may not be recorded.

Rockwell Automation advises, and Customer acknowledges, that all training classes are designed by Rockwell Automation with the intent that they will be delivered by a knowledgeable Rockwell Automation employee trained on Rockwell Automation products. Much of the training class is designed for learning by the student through hands-on demonstration and training during the class. Accordingly, Rockwell Automation does not permit the use of video recording unless otherwise agreed upon between Rockwell Automation and Customer and written consent is obtained by both parties.

## Services Not Covered

The following items are **NOT** included in this Statement of Work.

- Installation Engineering
- Installation work of any kind
- Full time site assistance during installation
- Structural, civil, piping, or mechanical designs and installation

## Other Special Requirements

If the resultant contract contains other special requirements prior to performance of on-site activities, Customer must advise Rockwell Automation at the time of award so that we may make every effort to comply within the timeframe required by Customer. This includes Customer or site specific safety training, background checks, international work visas, and copies of expense receipts.

CSB Quotation #: EW\_FT2307310847PJ Rev 03

It is also understood that any associated time and expenses incurred while complying with these requests will be the responsibility of the Customer.

## **Customer Responsibilities**

### **Single Point of Contact**

Customer will designate a representative authorized to act on the plant's behalf with respect to this project. This representative should have a working knowledge of the machinery and process and be available to Rockwell Automation personnel during working hours.

### **Maintenance, Electrical, and Operations Staff**

Customer will provide appropriate personnel knowledgeable in the process, operation and control system supplied to assist Rockwell Automation personnel.

### **Access to the System**

Customer will make the process available to Rockwell Automation personnel during the mutually agreed upon schedule for the purpose of implementing the services and equipment described in this proposal.

**Purchase Order Instructions:** Order will be entered upon receipt of PO and job account approval,  
SEND TO: Edward.Arndt@rexelusa.com and FLWWW@rexelusa.com

**Delivery:** Approval drawings/submittals is up to 8 weeks AAO.  
Lead time is up to 23 Weeks after Rockwell Automation receipt of approved drawings.  
(This does not include time required for special/witness testing and/or dyne testing)  
  
(Delivery based on Stocked Availability at time of purchase, subject to change)

**Payment Terms:** Progress payments will be required per the following schedule:  
20% at release submittals  
40% at release to manufacturing  
40% at shipment

**Terms and Conditions:** Quote expires 60 days from date of issue.

All sales are subject to Rexel's Terms & Conditions of Sale in effect at the time of the quotation. Rexel's Terms and Conditions of Sale are available at <http://www.rexelusa.com/terms> or available upon request from your local Rexel representative. This quotation supersedes all previous quotations relating to this transaction. Due to market conditions, all products or items set forth in this quotation are subject to price increases through time of shipment unless this quotation expressly states that pricing for any such products or items is firm and fixed. If services are included in this quotation, in addition to Rexel's Terms and Conditions of Sale, the services are also subject to the actual service provider's terms and conditions applicable to such services.



## Project Assumptions, Clarifications, and Exceptions

The following clarifications and exceptions have been made by Rockwell Automation in the development of this Statement of Work as it relates to this project:

Reference Section	Description	Clarification/Exception
16485-1.03-B	Codes	Clarification: Refer to Rockwell Automation VFD Specification, Part 1, General References for Reference codes and standards.
16485-1.04	SUBMITTALS	Clarification: Standard Rockwell Automation submittals, O&M manuals and drawings will be provided as part of this Proposal. Rockwell Automation Proposal contains only Manufacturer scope.
16485-2.01-C	General Requirements	Clarification/Exception: Not enough information to do Harm1 so Rockwell Automation cannot guarantee these VFDs will meet any IEEE519 requirements with just line reactors. If additional hardware is required, Rockwell Automation can add with a price adder to the customer.
16485-2.02-A.2.a	Voltage Dip Ride-Through: VFD shall be capable of sustaining continued operation with a 40% dip in nominal line voltage. Output speed may decline only if current limit rating of VFD is exceeded.	Clarification: AC Input Undervoltage Trip for 480V is 300VAC
16485-2.02-A.2.b	Power Loss Ride-through: VFD shall be capable of a minimum 3 cycle power loss ride-through without fault activation.	Exception: Power flex 755 normal duty drive can handle 15milliseconds power ride-thru at full load and 2 seconds (typical) logic control ride-thru
16485-2.02-A.8	Power Unit Rating Basis: 110% rated current continuous, 150% rated current for one minute, at rated temperature.	One size higher, Heavy Duty rating VFD included in proposal.
16485-2.02-C.3.d,f, 2.02-F-2, H.2	VFD shall have the capability of communicating via an RS-232, RS-422, or RS-485 port. VFD parameters, fault log and diagnostic log shall be downloadable via the RS-232, RS-422, or RS-485 port. This parameter log shall be accessible via a RS-232, RS-422, or RS-485 serial port as well as on the keypad display. A "Fault Log" shall be accessible via a RS-232, RS-422, or RS-485 serial link	Clarification: DPI Port provided in Rockwell Automation VFDs.
16485-2.02-D	Enclosure 1. All VFD components shall be factory mounted and wired on a dead front, grounded, NEMA-1 enclosure. If a free-standing enclosure is provided, it shall be suitable for mounting on a concrete housekeeping pad. Maximum enclosure dimensions for various VFD sizes shall be as follows: a. 20 HP& under: 30" W x 20"D x 21"H (6 Pulse Unit) b. 30 HP: 31"W x 20"D x 36" H (6 Pulse Unit) c. 40 HP: 31"W x 20"D x 36" H (6 Pulse Unit)	Clarification: Rockwell Automation standard NEMA type 1 enclosure included in proposal. <b>NO 6 pulse quoted. VFD's have approximate dimensions as what the quoted VFD's will be.</b>

CSB Quotation #: EW\_FT2307310847PJ Rev 03

16485-2.02-H.3	<p>A "HISTORIC LOG" shall record, store, and output to a RS-232, RS-422, or RS-485 serial link port upon demand, the following selectable control variables at 1 msec. intervals for the 58 intervals immediately preceding and the 20 intervals immediately following a fault trip:</p> <ul style="list-style-type: none"> <li>a. Torque demand.</li> <li>b. Torque command.</li> <li>c. Torque feedback.</li> <li>d. Torque error.</li> <li>e. Torque maximum.</li> <li>f. Current demand.</li> <li>g. Peak current.</li> <li>h. Motor current.</li> <li>i. DC bus voltage.</li> <li>j. Line voltage.</li> <li>k. Velocity demand.</li> <li>l. Velocity reference.</li> <li>m. PI min/max limit.</li> <li>n. Boost.</li> <li>o. VFD mode (Auto/Manual).</li> </ul>	Clarification: Rockwell Automation Standard provided.
16485-3.01	FACTORY TESTING	Exception: Rockwell Automation standard testing processes and procedures included in the scope of supply. Rockwell Automation takes FULL EXCEPTION to ALL/ANY MIL STD 105E & MIL STD 45662 SPECS. These will not be taken into account on this quote.
16485-3.06	FIELD QUALITY CONTROL	Clarification: Rockwell Automation proposal offers 7 days (8hrs each) of standard Rockwell Automation VFD startup and tuning only. Proposal also offers 1 day (8hrs) of Rockwell Automation standard training by a trained Field Service Engineer.
16485-3.02	PRE-DELIVERY TESTING COORDINATION	Clarification/Exception: Customer witness test is included as a line item on the quote at Rockwell Automation premises only. Note, price DOES NOT include any travel, transportation and/or lodging. Customer is responsible for their own person. <b>No 3<sup>rd</sup> party Pump testing included in scope. Also, only 1 VFD per HP/rating will be witness tested for a total of 4 VFD's. This type of coordinated testing could also push leadtimes out up to 2 weeks.</b>
16485-3.05-A-2,3	<p>Two of each type of converter power semiconductor.</p> <p>Two of each type of inverter power semiconductor.</p>	Exception: Rockwell Automation recommends a qualified Rockwell Field Service Engineer service a VFD in the event of such a failure to power semiconductors.
16485-3.03.B	Payment Retainage	Exception: Not included in scope. Standard payment terms apply only.
16485-3.06	Vibration Testing	Exception: Not included in scope. By others.





## EXEMPTIONS FROM BIDDING REQUISITION CHECKLIST

### PROCUREMENT MANAGEMENT DIVISION

Section 3-4.5 Exemptions for Bidding. Purchase of the following materials and services shall be exempt from the bidding process and subject to the spending limitations provided in subsection 3-3.14, unless otherwise provided by **State law**. (Ord. No. 98-12 § 2B-55; Ord. No. 2016-12, § 2, 11-15-16; Ord. No. 2018-11, § 2, 10-16-18)

Select the one that applies and provide justification in the box below. **\*Ensure Explanation Memo is attached\***

- |  |  |
|--|--|
| <input type="checkbox"/> a. <b>Sole source purchases.</b> Sole-source supplies and services, such as unique, patented, or franchised supplies or services, are exempt if the Purchasing Agent determines, after conducting a good faith review of available sources, that the particular supply or service is available from only one (1) source.  | <input type="checkbox"/> l. <b>Software.</b> Software licensing and maintenance with the company from which the software was purchased, as set forth in subsection 3-4.4 or subsection 3-3.14, or its authorized representative.   |
| <input type="checkbox"/> b. <b>Legal services.</b> Legal services coordinated by the office of the City Attorney, including, but not limited to: attorney services, paralegals, expert witnesses, jury consultants, legal support services, legal research, court reporters and stenographers.   | <input type="checkbox"/> m. <b>Service and Warranty.</b> Servicing or warranty work of equipment by the authorized dealer or manufacturer's representative, when required to maintain a warranty in full force and effect, or when considered to be in the best interest of the city and recommended by the using department, and the services to be performed are by the equipment manufacturer, manufacturer's service representative, or a distributor of the manufacturer's equipment. |
| <input type="checkbox"/> c. <b>Emergency purchases.</b>  | <input type="checkbox"/> n. <b>Shipping, freight and postage charges.</b>  |
| <input type="checkbox"/> d. <b>Advertising.</b> Advertising in selected newspapers, periodicals, radio stations, television networks, or websites.   | <input type="checkbox"/> o. <b>Artistic, academic and entertainment performances.</b> Artistic, academic and entertainment performances, including entertainment, lectures, seminars, speeches, cultural and artistic presentations; excluding production companies.   |
| <input type="checkbox"/> e. <b>Books and periodicals.</b>  | <input type="checkbox"/> p. <b>Groceries.</b>  |
| <input type="checkbox"/> f. <b>Formal bidding waiver.</b> Purchases for which formal bidding has been waived, as determined by the City Commission to be in the best interest of the City. Purchases of, and contracts for, supplies or services shall be exempt from competitive bidding/competitive proposals with a five-sevenths (5/7) affirmative vote of the City Commission declaring the waiver of competitive bidding/competitive proposals to be in the best interests of the City. In the event that competitive bidding and competitive proposals are waived under this paragraph, the open market procedure set forth in subsection 3-4.4 shall be utilized. For those contracts which the City Manager is otherwise authorized to award, he/she may waive competitive bidding and competitive proposals. | <input type="checkbox"/> q. <b>Cable and satellite television services.</b>  |
| <input type="checkbox"/> g. <b>Real Property.</b> Purchase or rental of real property when location is a consideration.  | <input type="checkbox"/> r. <b>Contracts with, and purchases from, other public entities,</b> i.e.: public state colleges, public state universities, federal government agencies, state governments, county governments, city governments, government school boards, county sheriffs offices, and other government entities.  |
| <input type="checkbox"/> h. <b>Utilities,</b> including water, wastewater, sewer, gas, electric, or other utilities as defined by law.   | <input type="checkbox"/> s. <b>Membership dues</b> for trade or professional organization.   |
| <input type="checkbox"/> i. <b>Recreational excursions and cultural events.</b>  | <input type="checkbox"/> t. <b>Medical services,</b> including wellness activities, pharmacy services and veterinarian services.   |
| <input type="checkbox"/> j. <b>Services set forth in Section 287.057(3)(f), Florida Statutes.</b>  | <input type="checkbox"/> u. <b>Teaching, training,</b> specialized services and recreational instructors.  |
| <input type="checkbox"/> k. <b>Insurance.</b> Purchases of insurance through the city's agent of record are exempt from the competitive bid and competitive proposal requirements.   | <input checked="" type="checkbox"/> v. <b>Direct material purchases.</b> Purchases of materials, equipment, prefabricated elements and components, appliances, fixtures, and other goods, pursuant to a program contained in a construction contract that has been awarded in accordance with any provision of this article, whereby the City makes such purchases directly.   |

#### Purchase Verification Information

Were alternative contracts evaluated to determine that the City is obtaining the most advantageous contract pricing for the required product / service? Yes ☒ No ☐

Would this purchase(s) result in the potential of future purchases for related products/ services being restricted to a particular vendor or create a specific vendor as sole source provider for the related items? Yes ☐ No ☒

Would this purchase(s) result in any future maintenance costs which are not included in the initial purchase? Yes ☐ No ☐  
If yes, please attach a draft maintenance plan which includes cost estimates and funding sources(s).

#### Required Documents Checklist

Explanation Memo ☒ Award Letter ☐ Proposal/Quote ☒  
Risk Manager Approved Insurance Certificate ☐



## PROCUREMENT EXPLANATION MEMO – EXEMPTION FROM BIDDING

FROM: Andrea Suarez Abastida

Name  
Director/ NMB Water

Title/Department

DATE: 03/08/2024

RE: Direct Materials Purchase for New High Service Pump Station - PCL RFQ-21-025-MC

Fiscal Amount not to Exceed: \$ 1,655,944.00

Vendor # 526603

**Purpose (How does it align with City NMB Strategic Plan?):**

The purpose of this contract is to provide the equipment required to upgrade the High Service Pump Station at the water treatment plant. This aligns with our goal of being financially Sound City Government. This purchase also supports the vision of a well designed, well-maintained and safe city facilities.

**Background:**

NMB Water has an ongoing Progressive Design-Build project at Norwood. There are different components, including a new high service pump station required to complete the priority items. The contractor was provided the City's tax exemption letter, but vendors will not accept it unless the PO is provided by the City.

**Recommendation:**

In order to utilize the tax exemption the City is entitled to, we recommend approving this purchase as Owner Furnished Equipment to the Contractor.

**Procurement Note: Decreasing Contract #767 with PCL Construction for Design & Build services at the Norwood WTP, approved via R2022-47, to purchases materials through Direct Material Purchases.**

**Fiscal Impact / Account Number(s):**

Fiscal Impact: \$1,655,944.00

Account Number: 416900-533630

Finance Director:

Date 03/15/24

Chief Procurement Officer:   
(Purchases/Contract up to \$25,000.00)

Date 03/19/24

City Manager:   
(Purchases/Contracts up to \$50,000.00)

Date 03/26/24

Purchases/Contracts exceeding \$50,000.00 will be placed on the next Commission Agenda pending Procurement review.





Project NORWOOD OEFFLER WTP (DB100)

MIAMI, FL 33169  
USA

Bid Date 3/4/2023  
Bid Time 4:00 PM

Sales Contact Gary Morgan, Assoc. DBIA  
Plant Sales | Ferguson Waterworks  
1950 NW 18th St, Pompano Beach, FL 33069  
T: (954) 973-8100 C: (954) 707-1058  
E: [GM2@Ferguson.com](mailto:GM2@Ferguson.com)

PLEASE FOLLOW LINK BELOW TO MARKED UP DRAWINGS USED IN  
PREPARING THIS INITIAL SCOPE. (Small and Misc. Items may not be marked)  
[Click to view marked up drawings](#)

[Click to view Misc Job Site Materials and Safety Equipment catalog](#)  
[Click to View Geo-Synthetics Material](#)  
[Click to View Ferguson Terms and Conditions of Sale](#)

CONTACT YOUR SALES REPRESENTATIVE IMMEDIATELY FOR ASSISTANCE  
WITH DBE/MBE/WBE/SMALL BUSINESS REQUIREMENTS  
[Click to View US Distributor Alliance Program Policy](#)

Ferguson WW Quote Total: \$1,655,943.89

Project Manager James Nelson

Estimator VAN MARINER

Notes

#### ATTENTION

##### QUALIFICATIONS & DELIVERY SCHEDULE

The Ferguson Plant Division Qualifications and Delivery Schedule for this project are shown in separate worksheets within this document. See corresponding tab titles below. Please review these documents thoroughly prior to acting upon this proposal. Both documents are required in order for this quotation to be considered complete.

##### ESCALATION

The following suggested escalation terms are offered for consideration and applied at Bidder's discretion and risk to pricing contained within this quotation.

- A.) 2.5% price escalation every 30-days for all volatile commodity product outlined in the Qualifications Page.
- B.) 5% price escalation every 90-days for all other products.

Suggested escalation terms are not guaranteed and meant for budgetary purposes only. Manufacturer escalation terms, if applicable, will be verified post-bid once Buyer's written commitment is received.

##### DRAWINGS

The Ferguson Plant Division is pleased to offer line drawing services for supplied exposed ductile iron systems, 3" and larger, at a cost of \$750 per sheet, including up to two (2) revisions. Drawing services for underground piping and other exposed systems can be quoted upon request. Please contact your Ferguson sales representative for more information.

##### TERMS

This quotation is offered contingent upon the Buyer's acceptance of Seller's terms and conditions which are incorporated into the project qualifications sheet referenced above, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>. This scope, the terms and conditions herein, and all supplemental attachments shall be incorporated as part of a purchase agreement should this proposal be accepted.

In providing this proposal, we appreciate the opportunity to support you in the successful pursuit of this project.

Thank you!



Plant Div  
Qualifications - Rev  
(05-23-23)v1.docx

NORWOOD OEFFLER WTP (DB100)

Yard/Mech / Location / System	Addenda	Description	Qty	UOM	Unit Cost	Amount	Item Notes	Tag
<b>A00</b>						<b>2,608</b>		
YARD, MISC		DWGS. 00C03/04				2,608		
MISC		- MISCELLANEOUS				2,608		
		8 MIL V-BIO WHITE 20" - 500' 4"-8" DIP - AS NEEDED	1	ROLL	415.64	416		
		8 MIL V-BIO WHITE 27" - 380' 10"-12" DIP - AS NEEDED	1	ROLL	437.57	438		
		8 MIL V-BIO WHITE 34" - 300' 14"-16" DIP - AS NEEDED	1	ROLL	454.30	454		
		8 MIL V-BIO WHITE 41" - 260' 18"-20" DIP - AS NEEDED	1	ROLL	438.90	439		
		8 MIL V-BIO WHITE 67" - 175' 30" DIP - AS NEEDED	1	ROLL	419.65	420		
		8 MIL V-BIO WHITE 81" - 175' 36"-42" DIP - AS NEEDED	1	ROLL	434.78	435		
		2" X 100' BLACK POLY TAPE - AS NEEDED	1	ROLL	6.87	7		
<b>C03</b>						<b>34,838</b>		
ENLARGED SITE & YARD PIPING PLAN 3		DWG. 00C04				34,838		
36" FW		- 36" FINISHED WATER				34,838		
		36" 150B - MECH JT AWWA C504 IRONBODY BUTTERFLY VALVE W/ GEAR OPERATOR & 2" OP NUT	1	EA	34,200.00	34,200		
		64-82" HEAVY DUTY 5-1/4" SHAFT - SLIP TYPE 2 PC VALVE	1	EA	375.00	375		
		BOX COMPLETE W/ LID						
		50" CARBON STEEL SOLID ROD EXTENSION STEM-SOCKET X NUT (FOR 36" MJ BFV)	1	EA	262.69	263		
<b>C04</b>						<b>253,275</b>		
ENLARGED SITE & YARD PIPING PLAN 3		DWG. 00C04				253,275		
30" FW		- 30" FINISHED WATER				183,103		
		30" PC350 DUCTILE IRON PIPE REST JNT CEMENT LINED-BITUMINOUS COATED	120	FT	524.00	62,880		
		30" C153 MJ BIT COATED / CEMENT LINED DI 45 ELL	4	EA	7,042.03	28,168		
		30" WEDGE FITTING RESTRAINT MJ GLAND PACK-EPDM	9	EA	1,905.00	17,145		
		GASKETS-304 SSSL B&N'S-FOR DI PIPE						
		30" FLG ACC PKS - 316 B8M SSSL HEAVY HEX - CL 125/150	1	EA	2,318.05	2,318		
		FLANGE W/ NSF 61 EPDM GASKET (TS X TV) (BURIED)						
		30" X 36" STAINLESS BODY TAPPING SLEEVE - FULL SEAL W/ DROP-IN BOLTS FOR DI OD W/ DI FLANGED OUTLET (NO VALVE)	1	EA	11,341.66	11,342		
		30" CS15 MJ X FLG TAPPING VALVE W/ 2" OP NUT (NO GEAR)	1	EA	61,250.00	61,250		
42" BW		- 42" BLENDED WATER				70,172		
		42" C153 MJ BIT COATED / CEMENT LINED DI 90 ELL	2	EA	22,962.60	45,925		
		42" WEDGE FITTING RESTRAINT MJ GLAND PACK-EPDM	4	EA	6,061.65	24,247		
		GASKETS-304 SSSL B&N'S-FOR DI PIPE						
<b>M30</b>						<b>1,262,186</b>		
HIGH SERVICE PUMP STATION	***	DWGS. 30M01/02				1,262,186		
01.5" PW	***	- 1-1/2" POTABLE WATER				566		
		1-1/2" X 20' IPS SCH80 BE GRAY PVC PIPE	20	FT	3.69	74		
		1-1/2" PVC SCH 80 SLIP X MIP ADPT	1	EA	11.96	12		
		1-1/2" FNPT X 1-1/2" MNPT THREADED BRASS ANGLE HOSE	1	EA	312.50	313		
		VALVE W/ HAND WHEEL (DWG. TM01/MA415)						
		POST MOUNT HOSE RACK - ALUMINUM 50' HOSE CAPACITY (DWG. TM01/MA417)	1	EA	167.63	168		
02" CAV		- 2" COMBO AIR VALVE ASSEMBLY				3,556		
		1" X 20' IPS SCH80 BE GRAY PVC PIPE	20	FT	1.73	35		
		1" PVC SCH 80 SLIP 90 ELL	5	EA	3.63	18		
		1" PVC SCH 80 SLIP X MIP ADPT	1	EA	7.13	7		
		1" PVC SCH 80 SLIP UNION W/ EPDM O-RING	1	EA	9.40	9		
		2" X 4" BLACK STEEL STD THREADED NIPPLE	2	EA	40.22	80		
		STAINLESS ROUND BUG SCREEN FOR 1" PE PVC PIPE	1	EA	31.25	31		
		2" THREADED CARBON STEEL BALL VALVE W/ LEVER OP	1	EA	1,712.35	1,712		
		2" SINGLE IRONBODY WATER COMBINATION AIR VALVE W/ FIP THREADED INLET & OUTLET	1	EA	1,500.00	1,500		
		FLUSH MOUNT PIPE SUPPORT FOR 1" IPS PIPE (DWG. TM01/MP218) (QUOTED AS HDG)	2	EA	81.25	163		
03" CAV		- 3" COMBO AIR VALVE ASSEMBLY				38,382		
		3" FLG ACC PKS - GRADE B ZINC CS - CL 125/150 FLANGE W/ NSF 61 EPDM GASKET (CS X BV)	10	EA	40.70	407		
		1" X 20' IPS SCH80 BE GRAY PVC PIPE	100	FT	1.73	173		
		1" PVC SCH 80 SLIP 90 ELL	25	EA	3.62	91		
		1" PVC SCH 80 SLIP X MIP ADPT	5	EA	7.12	36		
		1" PVC SCH 80 SLIP UNION W/ EPDM O-RING	5	EA	9.40	47		
		3" BLACK STEEL THREADED FLANGE 150# BOLT PATTERN	10	EA	143.13	1,431		
		3" X 4" BLACK STEEL STD THREADED NIPPLE	10	EA	138.56	1,386		
		STAINLESS ROUND BUG SCREEN FOR 1" PE PVC PIPE	5	EA	31.25	156		
		3" FLG CARBON STEEL BALL VALVE W/ LEVER OP	5	EA	3,931.19	19,656		
		3" SINGLE IRONBODY WATER COMBINATION AIR VALVE W/ FIP THREADED INLET & OUTLET	5	EA	2,837.50	14,188		
		FLUSH MOUNT PIPE SUPPORT FOR 1" IPS PIPE (DWG. TM01/MP218) (QUOTED AS HDG)	10	EA	81.25	813		
08" FW		- 8" FINISHED WATER				40,253		
		8" PC350 DUCTILE IRON PIPE REST JNT CEMENT LINED-BITUMINOUS COATED	20	FT	54.94	1,099		
		8" C153 MJ BIT COATED / CEMENT LINED DI 90 ELL	2	EA	261.78	524		
		8" WEDGE FITTING RESTRAINT MJ GLAND PACK-EPDM	5	EA	300.76	1,805		
		GASKETS-304 SSSL B&N'S-FOR DI PIPE						
		8" X 2'0" DI SPOOL PIECE CEMENT LINED W/ 125# FLG X FLG	1	EA	1,253.99	1,254		
		8" X 3'0" DI SPOOL PIECE CEMENT LINED W/ 125# FLG X FLG	1	EA	1,379.76	1,380		
		8" X 5'0" DI SPOOL PIECE CEMENT LINED W/ 125# FLG X PE	2	EA	1,119.08	2,238		



	8" C110 FLG PRIME COATED / CEMENT LINED DI 90 ELL	2 EA	660.08	1,320
	12" X 1'0" PE X WC X PE CARBON STEEL-HD GALVANIZED WALL SLEEVES	2 EA	862.50	1,725
	8" MODEL S-316 MODULAR SEAL FOR DI/CI OD PVC/DIPS HDPE FOR STEEL WALL SLEEVE (QUOTED PER LINK-REQUIRES 9 EA-LS-400S LINKS PER SEAL)	18 EA	20.14	363
	8" FLG ACC PKS - GRADE B ZINC CS - CL 125/150 FLANGE W/ NSF 61 EPDM GASKET (DI X B/FV)	1 EA	106.25	106
	8" FLG ACC PKS - GRADE B ZINC CS - CL 125/150 FLANGE W/ NSF 61 EPDM GASKET (DI X DI)	4 EA	106.25	425
	8" FLG ACC PKS - GRADE B ZINC CS - CL 125/150 FLANGE W/ NSF 61 EPDM GASKET (DI X SACV)	1 EA	106.25	106
	8" FLG ACC PKS - GRADE B ZINC CS - CL 125/150 FLANGE W/ NSF 61 EPDM GASKET (SACV X B/FV)	1 EA	106.25	106
	8" 150B - 125LB FLG AWWA C504 IRONBODY BUTTERFLY VALVE W/ GEAR OPERATOR & HANDWHEEL	1 EA	3,250.00	3,250
	8" IRON BODY SURGE RELIEF CONTROL VALVE - 150LB FLG GLOBE STYLE	1 EA	22,590.00	22,590
	8" HOT DIPPED GALVANIZED CARBON STEEL FLOOR STYLE ADJUSTABLE SADDLE SUPPORT W/STEEL YOKE & NUTS (3'0" CL-AFF) (PER TMD1/MP034)	2 EA	981.25	1,963
12" FW	- 12" FINISHED WATER			55,046
	12" X 0'6" DI SPOOL PIECE CEMENT LINED W/ 125# FLG X FLG	1 EA	2,144.09	2,144
	12" X 2'0" DI SPOOL PIECE CEMENT LINED W/ 125# FLG X FLG	1 EA	2,348.34	2,348
	12" X 3'0" DI SPOOL PIECE CEMENT LINED W/ 125# FLG X FLG	1 EA	2,552.59	2,553
	12" X 5'6" DI SPOOL PIECE CEMENT LINED W/ 125# FLG X PE	1 EA	2,076.90	2,077
	12" C110 FLG PRIME COATED / CEMENT LINED DI 90 ELL	1 EA	1,781.33	1,781
	20" X 1'0" PE X WC X PE CARBON STEEL-HD GALVANIZED WALL SLEEVES	1 EA	1,368.75	1,369
	12" MODEL S-316 MODULAR SEAL FOR DI/CI OD PVC/DIPS HDPE FOR STEEL WALL SLEEVE (QUOTED PER LINK-REQUIRES 18 EA-LS-475S LINKS PER SEAL)	18 EA	20.14	363
	12" FLG ACC PKS - GRADE B ZINC CS - CL 125/150 FLANGE W/ NSF 61 EPDM GASKET (DI X B/FV)	2 EA	182.21	364
	12" FLG ACC PKS - GRADE B ZINC CS - CL 125/150 FLANGE W/ NSF 61 EPDM GASKET (DI X CV)	2 EA	182.22	364
	12" FLG ACC PKS - GRADE B ZINC CS - CL 125/150 FLANGE W/ NSF 61 EPDM GASKET (DI X DI)	1 EA	182.22	182
	12" FLG ACC PKS - GRADE B ZINC CS - CL 125/150 FLANGE W/ NSF 61 EPDM GASKET (DI X DJ)	2 EA	182.21	364
	12" FLG ACC PKS - GRADE B ZINC CS - CL 125/150 FLANGE W/ NSF 61 EPDM GASKET (DI X PUMP)	1 EA	182.21	182
	12" FLG STEEL BODY DISMANTLING JOINT W/ STANDARD B&N - EPDM GASKETS	1 EA	2,926.11	2,926
	12" 150B - 125LB FLG AWWA C504 IRONBODY BUTTERFLY VALVE W/ GEAR OPERATOR & HANDWHEEL	1 EA	4,125.00	4,125
	12" 125/150LB FLG IRONBODY TILTED DISC CHECK VLV W/ TOP MOUNTED OIL DASHPOT-NO LIMIT SWITCH	1 EA	31,890.00	31,890
	12" HOT DIPPED GALVANIZED CARBON STEEL FLOOR STYLE ADJUSTABLE SADDLE SUPPORT W/STEEL YOKE & NUTS (3'0" CL-AFF) (PER TMD1/MP034)	2 EA	1,006.25	2,013
12" FW, 1/2" ARV	- 12" FINISHED WATER, 1/2" AIR RELEASE VALVE ASSEMBLY			1,414
	1/2" X 20' IPS SCH80 BE GRAY PVC PIPE	20 FT	0.90	18
	1/2" PVC SCH 80 SLIP 90 ELL	5 EA	1.65	8
	1/2" PVC SCH 80 SLIP X MIP ADPT	1 EA	3.74	4
	1/2" PVC SCH 80 SLIP UNION W/ EPDM O-RING	1 EA	6.45	6
	1/2" X 4" BLACK STEEL STD THREADED NIPPLE	2 EA	11.65	23
	1/2" THREADED CARBON STEEL BALL VALVE W/ LEVER OP	1 EA	347.93	348
	1/2" IRONBODY WATER AIR RELEASE VALVE W/ FIP THREADED INLET & OUTLET - QUOTED AS 1" FLUSH MOUNT PIPE SUPPORT FOR 1" IPS PIPE (DWG. TMD1/MP218) (QUOTED AS HDG)	1 EA	843.75	844
		2 EA	81.25	163
14" FW	- 14" FINISHED WATER			348,142
	14" X 0'6" DI SPOOL PIECE CEMENT LINED W/ 125# FLG X FLG	5 EA	3,393.24	16,966
	14" X 2'0" DI SPOOL PIECE CEMENT LINED W/ 125# FLG X FLG	5 EA	3,652.31	18,262
	14" X 3'0" DI SPOOL PIECE CEMENT LINED W/ 125# FLG X FLG W/(2) 1" FPT TAPS	5 EA	4,367.64	21,838
	14" X 5'6" DI SPOOL PIECE CEMENT LINED W/ 125# FLG X PE	5 EA	3,004.63	15,023
	14" C110 FLG PRIME COATED / CEMENT LINED DI 90 ELL	5 EA	3,527.55	17,638
	20" X 1'0" PE X WC X PE CARBON STEEL-HD GALVANIZED WALL SLEEVES	5 EA	1,368.75	6,844
	20" MODEL S-316 MODULAR SEAL FOR DI/CI OD PVC/DIPS HDPE FOR STEEL WALL SLEEVE (QUOTED PER LINK-REQUIRES 27 EA-LS-475S LINKS PER SEAL)	135 EA	20.14	2,719
	14" FLG ACC PKS - GRADE B ZINC CS - CL 125/150 FLANGE W/ NSF 61 EPDM GASKET (DI X B/FV)	10 EA	244.65	2,447
	14" FLG ACC PKS - GRADE B ZINC CS - CL 125/150 FLANGE W/ NSF 61 EPDM GASKET (DI X CV)	10 EA	244.65	2,447
	14" FLG ACC PKS - GRADE B ZINC CS - CL 125/150 FLANGE W/ NSF 61 EPDM GASKET (DI X DI)	5 EA	244.65	1,223
	14" FLG ACC PKS - GRADE B ZINC CS - CL 125/150 FLANGE W/ NSF 61 EPDM GASKET (DI X DJ)	10 EA	244.65	2,447
	14" FLG ACC PKS - GRADE B ZINC CS - CL 125/150 FLANGE W/ NSF 61 EPDM GASKET (DI X PUMP)	5 EA	244.65	1,223
	14" FLG STEEL BODY DISMANTLING JOINT W/ STANDARD B&N - EPDM GASKETS	5 EA	3,462.50	17,313
	14" 150B - 125LB FLG AWWA C504 IRONBODY BUTTERFLY VALVE W/ GEAR OPERATOR & HANDWHEEL	5 EA	5,718.75	28,594
	14" 125/150LB FLG IRONBODY TILTED DISC CHECK VLV W/ TOP MOUNTED OIL DASHPOT-NO LIMIT SWITCH	5 EA	36,207.00	181,035
	14" HOT DIPPED GALVANIZED CARBON STEEL FLOOR STYLE ADJUSTABLE SADDLE SUPPORT W/STEEL YOKE & NUTS (3'0" CL-AFF) (PER TMD1/MP034)	10 EA	1,212.50	12,125
14" FW, 1" ARV	- 14" FINISHED WATER, 1" AIR RELEASE VALVE ASSEMBLY			8,562



	1" X 20' IPS SCH80 BE GRAY PVC PIPE	100 FT	1.73	173
	1" PVC SCH 80 SLIP 90 ELL	25 EA	3.62	91
	1" PVC SCH 80 SLIP X MIP ADPT	5 EA	7.12	36
	1" PVC SCH 80 SLIP UNION W/ EPDM O-RING	5 EA	9.40	47
	1" X 4" BLACK STEEL STD THREADED NIPPLE	10 EA	19.54	195
	1" THREADED CARBON STEEL BALL VALVE W/ LEVER OP	5 EA	597.76	2,989
	1" IRONBODY WATER AIR RELEASE VALVE W/ FIP	5 EA	843.75	4,219
	THREADED INLET & OUTLET FLUSH MOUNT PIPE SUPPORT FOR 1" IPS PIPE (DWG. TM01/MP218) (QUOTED AS HDG)	10 EA	81.25	813
16" FW	- 16" FINISHED WATER			17,017
	16" PC350 DUCTILE IRON PIPE REST JNT CEMENT LINED-BITUMINOUS COATED	20 FT	141.80	2,836
	16" C153 MJ BIT COATED / CEMENT LINED DI LONG SLEEVE	1 EA	1,036.00	1,036
	16" WEDGE FITTING RESTRAINT MJ GLAND PACK-EPDM GASKETS-304 SSTL B&N'S-FOR DI PIPE	5 EA	677.25	3,386
	16" X 2' 0" DI SPOOL PIECE CEMENT LINED W/ 125# FLG X PE (BURIED)	1 EA	2,457.45	2,457
	16" FLANGE ISOLATION KIT W/ 150# 316 B8M SSTL HEAVY HEX BN&G'S & TYPE "E" FULL FACED NEOPRENE GSKT-SGL WASHER - MYLAR SLEEVES (DI X PUMPI (BURIED)	1 EA	1,038.44	1,038
	16" 150B - MECH JT AWWA C504 IRONBODY BUTTERFLY VALVE W/ GEAR OPERATOR & 2" OP NUT	1 EA	5,625.00	5,625
	64-82" HEAVY DUTY 5-1/4" SHAFT - SLIP TYPE 2 PC VALVE BOX COMPLETE W/ LID	1 EA	375.00	375
	5'0" CARBON STEEL SOLID ROD EXTENSION STEM-SOCKET X NUT (FOR 20" MJ B/FV)	1 EA	262.69	263
18" FW	- 18" FINISHED WATER			37,595
	18" X 3'6" DI SPOOL PIECE CEMENT LINED W/ 125# FLG X FLG W/11 2" FPT TAP	1 EA	5,827.26	5,827
	18" X 5'6" DI SPOOL PIECE CEMENT LINED W/ 125# FLG X FLG W/11 1/2" FPT TAP	1 EA	6,523.86	6,524
	18" FLG ACC PKS - GRADE B ZINC CS - CL 125/150 FLANGE W/ NSF 61 EPDM GASKET (DI X B/FV)	4 EA	424.15	1,697
	18" FLG ACC PKS - GRADE B ZINC CS - CL 125/150 FLANGE W/ NSF 61 EPDM GASKET (DI X DJ)	1 EA	424.15	424
	18" FLG ACC PKS - GRADE B ZINC CS - CL 125/150 FLANGE W/ NSF 61 EPDM GASKET (DI X FM)	1 EA	424.15	424
	18" FLG ACC PKS - GRADE B ZINC CS - CL 125/150 FLANGE W/ NSF 61 EPDM GASKET (DI X FM)	1 EA	424.15	424
	18" FLG STEEL BODY DISMANTLING JOINT W/ STANDARD B&N - EPDM GASKETS	1 EA	4,560.41	4,560
	1-1/2" X 4" BLACK STEEL STD THREADED NIPPLE	2 EA	28.76	58
	1-1/2" THREADED CARBON STEEL BALL VALVE W/ LEVER	1 EA	931.68	932
	18" 150B - 125LB FLG AWWA C504 IRONBODY BUTTERFLY VALVE W/ GEAR OPERATOR & HANDWHEEL	2 EA	6,625.00	13,250
	18" HOT DIPPED GALVANIZED CARBON STEEL FLOOR STYLE ADJUSTABLE SADDLE SUPPORT W/STEEL YOKE & NUTS (3'6" CL-AFF) (PER TM01/MP034)	2 EA	1,737.50	3,475
18" FW, 2" ARV	- 18" FINISHED WATER, 2" AIR RELEASE VALVE ASSEMBLY			3,900
	1" X 20' IPS SCH80 BE GRAY PVC PIPE	20 FT	1.73	35
	1" PVC SCH 80 SLIP 90 ELL	5 EA	3.63	18
	1" PVC SCH 80 SLIP X MIP ADPT	1 EA	7.13	7
	1" PVC SCH 80 SLIP UNION W/ EPDM O-RING	1 EA	9.40	9
	2" X 4" BLACK STEEL STD THREADED NIPPLE	2 EA	40.21	80
	2" THREADED CARBON STEEL BALL VALVE W/ LEVER OP	1 EA	1,712.35	1,712
	2" IRONBODY WATER AIR RELEASE VALVE W/ FIP	1 EA	1,875.00	1,875
	THREADED INLET & OUTLET FLUSH MOUNT PIPE SUPPORT FOR 1" IPS PIPE (DWG. TM01/MP218) (QUOTED AS HDG)	2 EA	81.25	163
20" FW	- 20" FINISHED WATER			112,059
	20" PC350 DUCTILE IRON PIPE REST JNT CEMENT LINED-BITUMINOUS COATED	60 FT	189.96	11,398
	20" C153 MJ BIT COATED / CEMENT LINED DI LONG SLEEVE	5 EA	1,658.53	8,293
	20" WEDGE FITTING RESTRAINT MJ GLAND PACK-EPDM GASKETS-304 SSTL B&N'S-FOR DI PIPE	25 EA	1,082.32	27,058
	20" X 2' 0" DI SPOOL PIECE CEMENT LINED W/ 125# FLG X PE (BURIED)	5 EA	3,448.06	17,240
	20" FLANGE ISOLATION KIT W/ 150# 316 B8M SSTL HEAVY HEX BN&G'S & TYPE "E" FULL FACED NEOPRENE GSKT-SGL WASHER - MYLAR SLEEVES (DI X PUMPI (BURIED)	5 EA	1,570.12	7,851
	20" 150B - MECH JT AWWA C504 IRONBODY BUTTERFLY VALVE W/ GEAR OPERATOR & 2" OP NUT	5 EA	7,406.25	37,031
	64-82" HEAVY DUTY 5-1/4" SHAFT - SLIP TYPE 2 PC VALVE BOX COMPLETE W/ LID	5 EA	375.00	1,875
	5'0" CARBON STEEL SOLID ROD EXTENSION STEM-SOCKET X NUT (FOR 20" MJ B/FV)	5 EA	262.69	1,313
30" FW	- 30" FINISHED WATER			381,747
	30" PC350 DUCTILE IRON PIPE REST JNT CEMENT LINED-BITUMINOUS COATED	100 FT	524.00	52,400
	30" C153 MJ BIT COATED / CEMENT LINED DI 90 ELL	4 EA	10,187.75	40,751
	30" C153 MJ BIT COATED / CEMENT LINED DI TEE	2 EA	14,430.00	28,860
	30" X 12" C153 MJ BIT COATED / CEMENT LINED DI TEE	1 EA	7,922.62	7,923
	30" X 14" C153 MJ BIT COATED / CEMENT LINED DI TEE	5 EA	13,303.59	66,518
	30" X 8" C153 MJ BIT COATED / CEMENT LINED DI TEE	1 EA	6,660.92	6,661
	30" C153 MJ BIT COATED / CEMENT LINED DI PLUG	1 EA	5,174.45	5,174
	30" WEDGE FITTING RESTRAINT MJ GLAND PACK-EPDM GASKETS-304 SSTL B&N'S-FOR DI PIPE	30 EA	1,905.00	57,150
	30" X 3'6" DI SPOOL PIECE CEMENT LINED W/ 125# FLG X PE	2 EA	10,063.61	20,127
	30" C110 FLG PRIME COATED / CEMENT LINED DI 90 ELL	2 EA	16,909.43	33,819
	30" X 18" C110 FLG PRIME COATED / CEMENT LINED DI ECC RED	2 EA	13,351.65	26,703
	36" X 1'0" PE X WCX PE CARBON STEEL-HD GALVANIZED WALL SLEEVES	1 EA	2,943.75	2,944
	30" MODEL S-316 MODULAR SEAL FOR DI/CI OD PVC/DIPS HDPE FOR STEEL WALL SLEEVE (QUOTED PER LINK-REQUIRES 29 EA-LS-400S LINKS PER SEAL)	29 EA	20.14	584

		30" FLG ACC PKS - GRADE B ZINC CS - CL 125/150 FLANGE W/ NSF 61 EPDM GASKET (DI X DI)	4 EA	1,252.00	5,008
		30" 150B - MECH JT AWWA C504 IRONBODY BUTTERFLY VALVE W/ GEAR OPERATOR & 2" OP NUT	1 EA	26,487.50	26,488
		64-82" HEAVY DUTY 5-1/4" SHAFT - SLIP TYPE 2 PC VALVE BOX COMPLETE W/ LID	1 EA	375.00	375
		5'0" CARBON STEEL SOLID ROD EXTENSION STEM-SOCKET X NUT (FOR 30" MJ B/FV)	1 EA	262.69	263
36" FW	***	- 36" FINISHED WATER			213,949
		36" PC350 DUCTILE IRON PIPE REST JNT CEMENT LINED-BITUMINOUS COATED	60 FT	641.00	38,460
		36" X 16" C153 MJ BIT COATED / CEMENT LINED DI TEE	1 EA	12,453.28	12,453
		36" X 20" C153 MJ BIT COATED / CEMENT LINED DI TEE	5 EA	14,884.17	74,421
		36" X 8" C153 MJ BIT COATED / CEMENT LINED DI TEE	1 EA	10,147.25	10,147
		36" C153 MJ BIT COATED / CEMENT LINED DI PLUG	1 EA	8,000.33	8,000
	REV	36" WEDGE FITTING RESTRAINT MJ GLAND PACK-EPDM GASKETS-304 SSSL B&N'S-FOR DI PIPE	14 EA	5,033.40	70,468
MS0					97,037
EX. HSPS REHAB		(DB60-DWG. 00GN04)			97,037
20" FW		- 20" FINISHED WATER			95,624
		20" X 2'0" DI SPOOL PIECE CEMENT LINED W/ 125# FLG X FLG W/(1) 1" FPT TAP & (1) 1/2" FPT TAP	1 EA	6,516.02	6,516
		20" X 7'0" DI SPOOL PIECE CEMENT LINED W/ 125# FLG X FLG	1 EA	8,064.65	8,065
		20" FLG ACC PKS - GRADE B ZINC CS - CL 125/150 FLANGE W/ NSF 61 EPDM GASKET (DI X B/FV)	1 EA	521.73	522
		20" FLG ACC PKS - GRADE B ZINC CS - CL 125/150 FLANGE W/ NSF 61 EPDM GASKET (DI X CV)	2 EA	521.73	1,043
		20" FLG ACC PKS - GRADE B ZINC CS - CL 125/150 FLANGE W/ NSF 61 EPDM GASKET (DI X EJ)	1 EA	521.72	522
		20" FLG ACC PKS - GRADE B ZINC CS - CL 125/150 FLANGE W/ NSF 61 EPDM GASKET (PUMP X EJ)	1 EA	521.73	522
		20" FLG X FLG-RUBBER SPOOL TYPE-SINGLE FILLED ARCH EXP JNT-GALV BACKUP RING & CONTROL ASSY	1 EA	7,781.25	7,781
		20" 125/150LB FLG IRONBODY TILTED DISC CHECK VLV W/ TOP MOUNTED OIL DASHPOT-NO LIMIT SWITCH	1 EA	70,653.00	70,653
20" FW, 1/2" ARV		- 20" FINISHED WATER, 1/2" AIR RELEASE VALVE ASSEMBLY			1,414
		1/2" X 20' IPS SCH80 BE GRAY PVC PIPE	20 FT	0.90	18
		1/2" PVC SCH 80 SLIP 90 ELL	5 EA	1.65	8
		1/2" PVC SCH 80 SLIP X MIP ADPT	1 EA	3.74	4
		1/2" PVC SCH 80 SLIP UNION W/ EPDM O-RING	1 EA	6.45	6
		1/2" X 4" BLACK STEEL STD THREADED NIPPLE	2 EA	11.65	23
		1/2" THREADED CARBON STEEL BALL VALVE W/ LEVER OP	1 EA	347.94	348
		1/2" IRONBODY WATER AIR RELEASE VALVE W/ FIP	1 EA	843.75	844
		THREADED INLET & OUTLET - QUOTED AS 1" FLUSH MOUNT PIPE SUPPORT FOR 1" IPS PIPE (DWG. TM01/MP218) (QUOTED AS HDG)	2 EA	81.25	163
MECH 99					6,000
MISC SERVICES					6,000
MISC SERVICES					6,000
		VALVE ON SITE TECH SERVICE	1 EA	2,000.00	2,000
		DRAFTING/LINE DRAWING SERVICES	4 EA	1,000.00	4,000
Total					1,655,944



Item	Addenda	Description	Qty	UOM	Unit Cost	Amount	Item Notes	Tag
0020.000		DUCTILE IRON PIPE REST JNT BITUMINOUS COATED - (DB60 DWG. 00G02/PIPE SCHEDULE) & SPECS. 09960 & 15211				169,072		
0020.00:		PC350 REST JNT BITUMINOUS COATED-CEMENT LINED				169,072		
		8" PC350 DUCTILE IRON PIPE REST JNT CEMENT LINED-BITUMINOUS COATED	20	FT	54.94	1,099		
		16" PC350 DUCTILE IRON PIPE REST JNT CEMENT LINED-BITUMINOUS COATED	20	FT	141.80	2,836		
		20" PC350 DUCTILE IRON PIPE REST JNT CEMENT LINED-BITUMINOUS COATED	60	FT	189.96	11,398		
		30" PC350 DUCTILE IRON PIPE REST JNT CEMENT LINED-BITUMINOUS COATED	220	FT	524.00	115,280		
		36" PC350 DUCTILE IRON PIPE REST JNT CEMENT LINED-BITUMINOUS COATED	60	FT	641.00	38,460		
0110.000		C153 MECH JOINT DI FTGS DOM - (DB60 DWG. 00G02/PIPE SCHEDULE) & SPECS. 09960 & 15211				344,854		
0110.00:		8" DOM C153 MECH JOINT BIT COATED / CEMENT LINED				524		
		8" C153 MJ BIT COATED / CEMENT LINED DI 90 ELL	2	EA	261.78	524		
0110.01:		16" DOM C153 MECH JOINT BIT COATED / CEMENT LINED				1,036		
		16" C153 MJ BIT COATED / CEMENT LINED DI LONG SLEEVE	1	EA	1,036.00	1,036		
0110.01:		20" DOM C153 MECH JOINT BIT COATED / CEMENT LINED				8,293		
		20" C153 MJ BIT COATED / CEMENT LINED DI LONG SLEEVE	5	EA	1,658.53	8,293		
0110.01:		30" DOM C153 MECH JOINT BIT COATED / CEMENT LINED				184,055		
		30" C153 MJ BIT COATED / CEMENT LINED DI 90 ELL	4	EA	10,187.75	40,751		
		30" C153 MJ BIT COATED / CEMENT LINED DI 45 ELL	4	EA	7,042.03	28,168		
		30" C153 MJ BIT COATED / CEMENT LINED DI TEE	2	EA	14,430.00	28,860		
		30" X 12" C153 MJ BIT COATED / CEMENT LINED DI TEE	1	EA	7,922.62	7,923		
		30" X 14" C153 MJ BIT COATED / CEMENT LINED DI TEE	5	EA	13,303.59	66,518		
		30" X 8" C153 MJ BIT COATED / CEMENT LINED DI TEE	1	EA	6,660.92	6,661		
		30" C153 MJ BIT COATED / CEMENT LINED DI PLUG	1	EA	5,174.45	5,174		
0110.01:		36" DOM C153 MECH JOINT BIT COATED / CEMENT LINED				105,022		
		36" X 16" C153 MJ BIT COATED / CEMENT LINED DI TEE	1	EA	12,453.28	12,453		
		36" X 20" C153 MJ BIT COATED / CEMENT LINED DI TEE	5	EA	14,884.17	74,421		
		36" X 8" C153 MJ BIT COATED / CEMENT LINED DI TEE	1	EA	10,147.25	10,147		
		36" C153 MJ BIT COATED / CEMENT LINED DI PLUG	1	EA	8,000.33	8,000		
0110.01:		42" DOM C153 MECH JOINT BIT COATED / CEMENT LINED				45,925		
		42" C153 MJ BIT COATED / CEMENT LINED DI 90 ELL	2	EA	22,962.60	45,925		
0370.000	***	RESTRAINTS - FITTING / PIPE / COUPLING - DOM - (DB60 DWG. 00G02/PIPE SCHEDULE) & SPECS. 09960, 15052-2.04 & 15211				201,258		
0370.00:	***	WEDGE MJ GLAND PACK FOR DI PIPE W/ EPDM GASKETS - 304 SSTL B&N'S DOM				201,258		
		8" WEDGE FITTING RESTRAINT MJ GLAND PACK-EPDM GASKETS-304 SSTL B&N'S-FOR DI PIPE	6	EA	300.76	1,805		
		16" WEDGE FITTING RESTRAINT MJ GLAND PACK-EPDM GASKETS-304 SSTL B&N'S-FOR DI PIPE	5	EA	677.25	3,386		
		20" WEDGE FITTING RESTRAINT MJ GLAND PACK-EPDM GASKETS-304 SSTL B&N'S-FOR DI PIPE	25	EA	1,082.32	27,058		
		30" WEDGE FITTING RESTRAINT MJ GLAND PACK-EPDM GASKETS-304 SSTL B&N'S-FOR DI PIPE	39	EA	1,905.00	74,295		
		36" WEDGE FITTING RESTRAINT MJ GLAND PACK-EPDM GASKETS-304 SSTL B&N'S-FOR DI PIPE	14	EA	5,033.40	70,468		
	REV. 8/1 5/2	42" WEDGE FITTING RESTRAINT MJ GLAND PACK-EPDM GASKETS-304 SSTL B&N'S-FOR DI PIPE	4	EA	6,061.65	24,247		
0380.000		UNDERGROUND PIPE ACCESSORIES - SPEC. 15211-2.05				2,608		
0380.00:		POLYWRAP 8 MIL V-BIO WHITE				2,601		
		8 MIL V-BIO WHITE 20" - 500' 4"-8" DIP - AS NEEDED	1	ROLL	415.64	416		
		8 MIL V-BIO WHITE 27" - 380' 10"-12" DIP - AS NEEDED	1	ROLL	437.57	438		
		8 MIL V-BIO WHITE 34" - 300' 14"-16" DIP - AS NEEDED	1	ROLL	454.30	454		
		8 MIL V-BIO WHITE 41" - 260' 18"-20" DIP - AS NEEDED	1	ROLL	438.90	439		
		8 MIL V-BIO WHITE 67" - 175' 30"-DIP - AS NEEDED	1	ROLL	419.65	420		
		8 MIL V-BIO WHITE 81" - 175' 36"-42" DIP - AS NEEDED	1	ROLL	434.78	435		
0380.01:		POLYWRAP TAPE 10 MIL BLACK				7		
		2" X 100' BLACK POLY TAPE - AS NEEDED	1	ROLL	6.87	7		
0420.000		FABRICATED DI 125# SPOOLS W/ DOM FLANGES - (DB60 DWG. 00G02/PIPE SCHEDULE) & SPECS. 09960 & 15211				152,840		
0420.00:		8" CEMENT LINED DI SPOOLS W/ 125# DOM FLANGES				4,872		
		8" X 2'0" DI SPOOL PIECE CEMENT LINED W/ 125# FLG X FLG	1	EA	1,253.99	1,254		
		8" X 3'0" DI SPOOL PIECE CEMENT LINED W/ 125# FLG X FLG	1	EA	1,379.76	1,380		
		8" X 5'0" DI SPOOL PIECE CEMENT LINED W/ 125# FLG X PE	2	EA	1,119.08	2,238		
0420.00:		12" CEMENT LINED DI SPOOLS W/ 125# DOM FLANGES				9,122		
		12" X 0'6" DI SPOOL PIECE CEMENT LINED W/ 125# FLG X FLG	1	EA	2,144.09	2,144		

	12" X 2'0" DI SPOOL PIECE CEMENT LINED W/ 125# FLG X FLG	1 EA	2,348.34	2,348
	12" X 3'0" DI SPOOL PIECE CEMENT LINED W/ 125# FLG X FLG	1 EA	2,552.59	2,553
	12" X 5'6" DI SPOOL PIECE CEMENT LINED W/ 125# FLG X PE	1 EA	2,076.90	2,077
0420.00'	<b>14" CEMENT LINED DI SPOOLS W/ 125# DOM FLANGES</b>			<b>72,089</b>
	14" X 0'6" DI SPOOL PIECE CEMENT LINED W/ 125# FLG X FLG	5 EA	3,393.24	16,966
	14" X 2'0" DI SPOOL PIECE CEMENT LINED W/ 125# FLG X FLG	5 EA	3,652.31	18,262
	14" X 3'0" DI SPOOL PIECE CEMENT LINED W/ 125# FLG X FLG W/(2) 1" FPT TAPS	5 EA	4,367.64	21,838
	14" X 5'6" DI SPOOL PIECE CEMENT LINED W/ 125# FLG X PE	5 EA	3,004.63	15,023
0420.01'	<b>16" CEMENT LINED DI SPOOLS W/ 125# DOM FLANGES</b>			<b>2,457</b>
	16" X 2'0" DI SPOOL PIECE CEMENT LINED W/ 125# FLG X PE (BURIED)	1 EA	2,457.45	2,457
0420.01'	<b>18" CEMENT LINED DI SPOOLS W/ 125# DOM FLANGES</b>			<b>12,351</b>
	18" X 3'6" DI SPOOL PIECE CEMENT LINED W/ 125# FLG X FLG W/(1) 2" FPT TAP	1 EA	5,827.26	5,827
	18" X 5'6" DI SPOOL PIECE CEMENT LINED W/ 125# FLG X FLG W/(1) 1/2" FPT TAP	1 EA	6,523.86	6,524
0420.01'	<b>20" CEMENT LINED DI SPOOLS W/ 125# DOM FLANGES</b>			<b>31,821</b>
	20" X 2'0" DI SPOOL PIECE CEMENT LINED W/ 125# FLG X FLG W/(1) 1" FPT TAP & (1) 1/2" FPT TAP	1 EA	6,516.02	6,516
	20" X 7'0" DI SPOOL PIECE CEMENT LINED W/ 125# FLG X FLG	1 EA	8,064.65	8,065
	20" X 2'0" DI SPOOL PIECE CEMENT LINED W/ 125# FLG X PE (BURIED)	5 EA	3,448.06	17,240
0420.01'	<b>30" CEMENT LINED DI SPOOLS W/ 125# DOM FLANGES</b>			<b>20,127</b>
	30" X 3'6" DI SPOOL PIECE CEMENT LINED W/ 125# FLG X PE	2 EA	10,063.61	20,127
0480.000	<b>C110 FLANGED DI FTGS DOM - (DB60 DWG. 00G02/PIPE SCHEDULE) &amp; SPECS. 09960 &amp; 15211</b>			<b>81,261</b>
0480.00'	<b>8" C110 FLANGED DOM DI FTGS PRIME COATED CEMENT LINED</b>			<b>1,320</b>
	8" C110 FLG PRIME COATED / CEMENT LINED DI 90 ELL	2 EA	660.08	1,320
0480.01'	<b>12" C110 FLANGED DOM DI FTGS PRIME COATED CEMENT LINED</b>			<b>1,781</b>
	12" C110 FLG PRIME COATED / CEMENT LINED DI 90 ELL	1 EA	1,781.33	1,781
0480.01'	<b>14" C110 FLANGED DOM DI FTGS PRIME COATED CEMENT LINED</b>			<b>17,638</b>
	14" C110 FLG PRIME COATED / CEMENT LINED DI 90 ELL	5 EA	3,527.55	17,638
0480.01'	<b>30" C110 FLANGED DOM DI FTGS PRIME COATED CEMENT LINED</b>			<b>60,522</b>
	30" C110 FLG PRIME COATED / CEMENT LINED DI 90 ELL	2 EA	16,909.43	33,819
	30" X 18" C110 FLG PRIME COATED / CEMENT LINED DI ECC RED	2 EA	13,351.65	26,703
0570.000	<b>WALL SLEEVES DOM - DWG. MP544</b>			<b>12,881</b>
0570.04'	<b>12" DOM CARBON STEEL HD GALVANIZED SLEEVES WALL SLEEVES</b>			<b>1,725</b>
	12" X 1'0" PE X WC X PE CARBON STEEL-HD GALVANIZED WALL SLEEVES	2 EA	862.50	1,725
0570.05'	<b>20" DOM CARBON STEEL HD GALVANIZED SLEEVES WALL SLEEVES</b>			<b>8,213</b>
	20" X 1'0" PE X WC X PE CARBON STEEL-HD GALVANIZED WALL SLEEVES	6 EA	1,368.75	8,213
0570.05'	<b>36" DOM CARBON STEEL HD GALVANIZED SLEEVES WALL SLEEVES</b>			<b>2,944</b>
	36" X 1'0" PE X WC X PE CARBON STEEL-HD GALVANIZED WALL SLEEVES	1 EA	2,943.75	2,944
0590.000	<b>MODULAR WALL SEALS DOM - SPEC. 15052-2.02</b>			<b>4,028</b>
0590.00'	<b>MODEL S-316 MODULAR SEAL FOR STEEL WALL SLEEVE - DI/CI OD PVC/DIPS HDPE DOM</b>			<b>4,028</b>
	8" MODEL S-316 MODULAR SEAL FOR DI/CI OD PVC/DIPS HDPE FOR STEEL WALL SLEEVE (QUOTED PER LINK- REQUIRES 9 EA-LS-400S LINKS PER SEAL)	18 EA	20.14	363
	12" MODEL S-316 MODULAR SEAL FOR DI/CI OD PVC/DIPS HDPE FOR STEEL WALL SLEEVE (QUOTED PER LINK- REQUIRES 18 EA-LS-475S LINKS PER SEAL)	18 EA	20.14	363
	20" MODEL S-316 MODULAR SEAL FOR DI/CI OD PVC/DIPS HDPE FOR STEEL WALL SLEEVE (QUOTED PER LINK- REQUIRES 27 EA-LS-475S LINKS PER SEAL)	135 EA	20.14	2,719
	30" MODEL S-316 MODULAR SEAL FOR DI/CI OD PVC/DIPS HDPE FOR STEEL WALL SLEEVE (QUOTED PER LINK- REQUIRES 29 EA-LS-400S LINKS PER SEAL)	29 EA	20.14	584
0605.000	<b>CARBON STEEL FLANGE PACKS CL 125/150 FLANGE</b>			<b>22,980</b>
0605.00'	<b>ACCESSORY KITS DOM - SPEC. 15052-2.03B1/2.05C</b>			<b>22,980</b>
	<b>FL ACC/ CL 125/150 CARBON STEEL GRADE B ZINC NSF 61 EPDM GASKET DOM</b>			<b>22,980</b>
	3" FLG ACC PKS - GRADE B ZINC CS - CL 125/150 FLANGE W/ NSF 61 EPDM GASKET (CS X BV)	10 EA	40.70	407
	8" FLG ACC PKS - GRADE B ZINC CS - CL 125/150 FLANGE W/ NSF 61 EPDM GASKET (DI X BFI)	1 EA	106.25	106
	8" FLG ACC PKS - GRADE B ZINC CS - CL 125/150 FLANGE W/ NSF 61 EPDM GASKET (DI X DI)	4 EA	106.25	425
	8" FLG ACC PKS - GRADE B ZINC CS - CL 125/150 FLANGE W/ NSF 61 EPDM GASKET (DI X SACY)	1 EA	106.25	106



	8" FLG ACC PKS - GRADE B ZINC CS - CL 125/150 FLANGE W/ NSF 61 EPDM GASKET (SACV X BFV)	1 EA	106.25	106
	12" FLG ACC PKS - GRADE B ZINC CS - CL 125/150 FLANGE W/ NSF 61 EPDM GASKET (DI X BFV)	2 EA	182.21	364
	12" FLG ACC PKS - GRADE B ZINC CS - CL 125/150 FLANGE W/ NSF 61 EPDM GASKET (DI X CV)	2 EA	182.22	364
	12" FLG ACC PKS - GRADE B ZINC CS - CL 125/150 FLANGE W/ NSF 61 EPDM GASKET (DI X DI)	1 EA	182.22	182
	12" FLG ACC PKS - GRADE B ZINC CS - CL 125/150 FLANGE W/ NSF 61 EPDM GASKET (DI X DI)	2 EA	182.21	364
	12" FLG ACC PKS - GRADE B ZINC CS - CL 125/150 FLANGE W/ NSF 61 EPDM GASKET (DI X PUMP)	1 EA	182.21	182
	14" FLG ACC PKS - GRADE B ZINC CS - CL 125/150 FLANGE W/ NSF 61 EPDM GASKET (DI X BFV)	10 EA	244.65	2,447
	14" FLG ACC PKS - GRADE B ZINC CS - CL 125/150 FLANGE W/ NSF 61 EPDM GASKET (DI X CV)	10 EA	244.65	2,447
	14" FLG ACC PKS - GRADE B ZINC CS - CL 125/150 FLANGE W/ NSF 61 EPDM GASKET (DI X DI)	5 EA	244.65	1,223
	14" FLG ACC PKS - GRADE B ZINC CS - CL 125/150 FLANGE W/ NSF 61 EPDM GASKET (DI X DI)	10 EA	244.65	2,447
	14" FLG ACC PKS - GRADE B ZINC CS - CL 125/150 FLANGE W/ NSF 61 EPDM GASKET (DI X PUMP)	5 EA	244.65	1,223
	18" FLG ACC PKS - GRADE B ZINC CS - CL 125/150 FLANGE W/ NSF 61 EPDM GASKET (DI X BFV)	4 EA	424.15	1,697
	18" FLG ACC PKS - GRADE B ZINC CS - CL 125/150 FLANGE W/ NSF 61 EPDM GASKET (DI X DI)	1 EA	424.15	424
	18" FLG ACC PKS - GRADE B ZINC CS - CL 125/150 FLANGE W/ NSF 61 EPDM GASKET (DI X FM)	1 EA	424.15	424
	18" FLG ACC PKS - GRADE B ZINC CS - CL 125/150 FLANGE W/ NSF 61 EPDM GASKET (DI X FM)	1 EA	424.15	424
	20" FLG ACC PKS - GRADE B ZINC CS - CL 125/150 FLANGE W/ NSF 61 EPDM GASKET (DI X BFV)	1 EA	521.73	522
	20" FLG ACC PKS - GRADE B ZINC CS - CL 125/150 FLANGE W/ NSF 61 EPDM GASKET (DI X CV)	2 EA	521.73	1,043
	20" FLG ACC PKS - GRADE B ZINC CS - CL 125/150 FLANGE W/ NSF 61 EPDM GASKET (DI X E)	1 EA	521.72	522
	20" FLG ACC PKS - GRADE B ZINC CS - CL 125/150 FLANGE W/ NSF 61 EPDM GASKET (PUMP X E)	1 EA	521.73	522
	30" FLG ACC PKS - GRADE B ZINC CS - CL 125/150 FLANGE W/ NSF 61 EPDM GASKET (DI X DI)	4 EA	1,252.00	5,008
0635.000	<b>316 STAINLESS STEEL FLANGE PACKS CL 125/150 FLANGE ACCESSORY KITS DOM - SPEC. 15052-2.03B3/4/2.05C</b>			<b>2,318</b>
0635.02:	<b>FL ACC/ CL 125/150 STAINLESS STEEL 316 B8M SSTL HVY HEX NSF 61 EPDM GASKET DOM</b>			<b>2,318</b>
	30" FLG ACC PKS - 316 B8M SSTL HEAVY HEX - CL 125/150 FLANGE W/ NSF 61 EPDM GASKET (TS X TV) (BURIED)	1 EA	2,318.05	2,318
0735.000	<b>FLANGE ISOLATION KIT DOM</b>			<b>8,889</b>
0735.11:	<b>150# 316 B8M SSTL HEAVY HEX FLANGE ISOLATION KIT TYPE "E" FULL FACED NEOPRENE GSKT-SGL WASHER MYLAR SLEEVES DOM - SPEC. 15052-2.03B3/4/2.05C</b>			<b>8,889</b>
	16" FLANGE ISOLATION KIT W/ 150# 316 B8M SSTL HEAVY HEX BN&G'S & TYPE "E" FULL FACED NEOPRENE GSKT-SGL WASHER - MYLAR SLEEVES (DI X PUMP) (BURIED)	1 EA	1,038.44	1,038
	20" FLANGE ISOLATION KIT W/ 150# 316 B8M SSTL HEAVY HEX BN&G'S & TYPE "E" FULL FACED NEOPRENE GSKT-SGL WASHER - MYLAR SLEEVES (DI X PUMP) (BURIED)	5 EA	1,570.12	7,851
0920.000	<b>DISMANTLING JOINTS DOM - SPEC. 15121-2.02A</b>			<b>24,799</b>
0920.03:	<b>FLG STEEL BODY W/ STANDARD B&amp;N - EPDM GASKETS DOM - SPEC. 15052-2.03B1/2.05C</b>			<b>24,799</b>
	12" FLG STEEL BODY DISMANTLING JOINT W/ STANDARD B&N - EPDM GASKETS	1 EA	2,926.11	2,926
	14" FLG STEEL BODY DISMANTLING JOINT W/ STANDARD B&N - EPDM GASKETS	5 EA	3,462.50	17,313
	18" FLG STEEL BODY DISMANTLING JOINT W/ STANDARD B&N - EPDM GASKETS	1 EA	4,560.41	4,560
1040.000	<b>RUBBER EXPANSION JOINTS DOM - SPEC. 15120-2.02</b>			<b>7,781</b>
1040.01:	<b>SINGLE FILLED ARCH W/ GALV BACKUP RING &amp; CONTROL ASSY RUBBER SPOOL TYPE DOM - SPEC. 15052-2.03B1/2.05C</b>			<b>7,781</b>
	20" FLG X FLG-RUBBER SPOOL TYPE-SINGLE FILLED ARCH EXP JNT-GALV BACKUP RING & CONTROL ASSY	1 EA	7,781.25	7,781
1190.000	<b>PVC / CPVC PRESSURE PIPE - SOLVENT WELD - (DB60 DWG. 00G02/PIPE SCHEDULE) &amp; SPECS. 09960 &amp; 15249</b>			<b>525</b>
1190.00:	<b>SCH80 PVC SOLVENT WELD BE PIPE</b>			<b>525</b>
	1/2" X 20' IPS SCH80 BE GRAY PVC PIPE	40 FT	0.90	36
	1" X 20' IPS SCH80 BE GRAY PVC PIPE	240 FT	1.73	415
	1-1/2" X 20' IPS SCH80 BE GRAY PVC PIPE	20 FT	3.69	74
1200.000	<b>PVC-CPVC SOLVENT WELD FTGS - (DB60 DWG. 00G02/PIPE SCHEDULE) &amp; SPECS. 09960 &amp; 15249</b>			<b>464</b>
1200.03:	<b>1/2" PVC SCH 80 SW FITTINGS</b>			<b>37</b>
	1/2" PVC SCH 80 SLIP 90 ELL	10 EA	1.65	17
	1/2" PVC SCH 80 SLIP X MIP ADPT	2 EA	3.74	7
	1/2" PVC SCH 80 SLIP UNION W/ EPDM O-RING	2 EA	6.45	13
1200.03:	<b>1" PVC SCH 80 SW FITTINGS</b>			<b>416</b>
	1" PVC SCH 80 SLIP 90 ELL	60 EA	3.62	217
	1" PVC SCH 80 SLIP X MIP ADPT	12 EA	7.12	85
	1" PVC SCH 80 SLIP UNION W/ EPDM O-RING	12 EA	9.40	113

1200.03:	1-1/2" PVC SCH 80 SW FITTINGS			12	
	1-1/2" PVC SCH 80 SLIP X MIP ADPT	1 EA	11.96	12	
1480.000	CI / MI / STEEL - FITTINGS & NIPPLES DOM - NO SPEC			3,277	
1480.02:	150 LB BLACK STEEL THREADED FLANGES DOM (5" & SMALLER ARE NOT AIS COMPLIANT)			1,431	
	3" BLACK STEEL THREADED FLANGE 150# BOLT PATTERN	10 EA	143.13	1,431	
1480.03:	STD BLACK NIPPLES DOM (FITTINGS 5" & SMALLER ARE NOT AIS COMPLIANT)			1,846	
	1/2" X 4" BLACK STEEL STD THREADED NIPPLE	4 EA	11.65	47	
	1" X 4" BLACK STEEL STD THREADED NIPPLE	10 EA	19.54	195	
	1-1/2" X 4" BLACK STEEL STD THREADED NIPPLE	2 EA	28.76	58	
	2" X 4" BLACK STEEL STD THREADED NIPPLE	4 EA	40.22	161	
	3" X 4" BLACK STEEL STD THREADED NIPPLE	10 EA	138.56	1,386	
1770.000	MISCELLANEOUS SPECIALTIES			188	
1770.00:	VENTS & SCREENS - DWG. TM02/MP898			188	
	STAINLESS ROUND BUG SCREEN FOR 1" PE PVC PIPE	6 EA	31.25	188	
1860.000	SMALL DIAMETER VALVES DOM - NO SPEC			28,010	
1860.01:	BRASS MISC SMALL VALVES DOM			313	
	1-1/2" FNPT X 1-1/2" MNPT THREADED BRASS ANGLE HOSE VALVE W/ HAND WHEEL (DWG. TM01/MA415)	1 EA	312.50	313	
1860.01:	CARBON STL BALL VALVES DOM - SPEC. 15110 & 15111			27,697	
	1/2" THREADED CARBON STEEL BALL VALVE W/ LEVER OP	2 EA	347.94	696	
	1" THREADED CARBON STEEL BALL VALVE W/ LEVER OP	5 EA	597.76	2,989	
	1-1/2" THREADED CARBON STEEL BALL VALVE W/ LEVER OP	1 EA	931.68	932	
	2" THREADED CARBON STEEL BALL VALVE W/ LEVER OP	2 EA	1,712.35	3,425	
	3" FLG CARBON STEEL BALL VALVE W/ LEVER OP	5 EA	3,931.19	19,656	
1880.000	HOSE & ACCESSORIES DOM - NO SPEC			168	
1880.00:	HOSE RACKS DOM			168	
	POST MOUNT HOSE RACK - ALUMINUM 50' HOSE CAPACITY (DWG. TM01/MA417)	1 EA	167.63	168	
2030.000	PLANT VALVE EXTRAS			6,000	
2030.00:	PLANT VALVE EXTRAS - IMP			6,000	
	VALVE ON SITE TECH SERVICE	1 EA	2,000.00	2,000	
	DRAFTING/LINE DRAWING SERVICES	4 EA	1,000.00	4,000	
2200.000	BUTTERFLY VLV-AWWA DOM - SPEC. 09960, 13446, 15110 & 15112-2.02			152,563	Below Non-AIS pricing
2200.01:	AWWA C504 IRONBODY 150B W/ MECH IT W/ GEAR OPERATOR DOM			103,344	
	16" 150B - MECH IT AWWA C504 IRONBODY BUTTERFLY VALVE W/ GEAR OPERATOR & 2" OP NUT	1 EA	5,625.00	5,625	3,857.00/ea
	20" 150B - MECH IT AWWA C504 IRONBODY BUTTERFLY VALVE W/ GEAR OPERATOR & 2" OP NUT	5 EA	7,406.25	37,031	5,728.00/ea
	30" 150B - MECH IT AWWA C504 IRONBODY BUTTERFLY VALVE W/ GEAR OPERATOR & 2" OP NUT	1 EA	26,487.50	26,488	20,099/ea
	36" 150B - MECH IT AWWA C504 IRONBODY BUTTERFLY VALVE W/ GEAR OPERATOR & 2" OP NUT	1 EA	34,200.00	34,200	25,030.00/ea
2200.01:	AWWA C504 IRONBODY 150B W/ 125LB FLG W/ GEAR OPERATOR DOM			49,219	
	8" 150B - 125LB FLG AWWA C504 IRONBODY BUTTERFLY VALVE W/ GEAR OPERATOR & HANDWHEEL	1 EA	3,250.00	3,250	1,950.00/ea
	12" 150B - 125LB FLG AWWA C504 IRONBODY BUTTERFLY VALVE W/ GEAR OPERATOR & HANDWHEEL	1 EA	4,125.00	4,125	2,799.00/ea
	14" 150B - 125LB FLG AWWA C504 IRONBODY BUTTERFLY VALVE W/ GEAR OPERATOR & HANDWHEEL	5 EA	5,718.75	28,594	3,150.00/ea
	18" 150B - 125LB FLG AWWA C504 IRONBODY BUTTERFLY VALVE W/ GEAR OPERATOR & HANDWHEEL	2 EA	6,625.00	13,250	4,214.00/ea
2380.000	CONTROL VALVES DOM - NO SPEC			22,590	
2380.11:	SURGE RELIEF VALVE IRON BODY 150LB FLG GLOBE STYLE DOM			22,590	
	8" IRON BODY SURGE RELIEF CONTROL VALVE - 150LB FLG GLOBE STYLE	1 EA	22,590.00	22,590	18,857.00/ea
2440.000	CHECK VALVES DOM - SPEC. 09960, 15110 & 15114-2.02			283,578	
2440.01:	125/150LB FLG IRON BODY TILTED DISC CHECK VALVE TOP MOUNTED OIL DASHPOT DOM			283,578	
	12" 125/150LB FLG IRONBODY TILTED DISC CHECK VLV W/ TOP MOUNTED OIL DASHPOT-NO LIMIT SWITCH	1 EA	31,890.00	31,890	27,856.00/ea
	14" 125/150LB FLG IRONBODY TILTED DISC CHECK VLV W/ TOP MOUNTED OIL DASHPOT-NO LIMIT SWITCH	5 EA	36,207.00	181,035	30,991.00/ea
	20" 125/150LB FLG IRONBODY TILTED DISC CHECK VLV W/ TOP MOUNTED OIL DASHPOT-NO LIMIT SWITCH	1 EA	70,653.00	70,653	61,233.00/ea
2480.000	AIR VALVES DOM			23,469	
2480.00:	WATER AIR RELEASE VALVES IRONBODY FIP THREADED INLET & OUTLET DOM - SPEC. 09960, 15110 & 15119-2.01			7,781	
	1/2" IRONBODY WATER AIR RELEASE VALVE W/ FIP THREADED INLET & OUTLET - QUOTED AS 1"	2 EA	843.75	1,688	599.00/ea
	1" IRONBODY WATER AIR RELEASE VALVE W/ FIP THREADED INLET & OUTLET	5 EA	843.75	4,219	599.00/ea
	2" IRONBODY WATER AIR RELEASE VALVE W/ FIP THREADED INLET & OUTLET	1 EA	1,875.00	1,875	1,279.00/ea
2480.01:	WATER COMBINATION AIR VALVES SINGLE IRONBODY FIP THREADED INLET & OUTLET DOM - SPEC. 09960, 15110 & 15119-2.03			15,688	
	2" SINGLE IRONBODY WATER COMBINATION AIR VALVE W/ FIP THREADED INLET & OUTLET	1 EA	1,500.00	1,500	1,279.00/ea



	3" SINGLE IRONBODY WATER COMBINATION AIR VALVE W/ FIP THREADED INLET & OUTLET	5 EA	2,837.50	14,188	2,255.00/ea
2495.000	TAPPING SLEEVES DOM - SPEC. 15120-2.04			11,342	
2495.000	STAINLESS STEEL FULL SEAL W/ DROP-IN BOLTS FOR DI OD W/ DI FLANGED OUTLET DOM - DWG. TC01/2			11,342	
	30" x 30" EPOXY CS BODY TAPPING SLEEVE - FULL SEAL W/ DROP-IN BOLTS FOR DI OD W/ DI FLANGED OUTLET (NO VALVE)	1 EA	11,341.66	11,342	
2505.000	TAPPING VALVES DOM			61,250	
2505.000	TAPPING VALVES 2" OP NUT (NO GEAR) MJ X FLG DOM - DWG. TC01/2			61,250	
	30" CS15 MJ X FLG TAPPING VALVE W/ 2" OP NUT (BEVEL GEAR)	1 EA	61,250.00	61,250	
2600.000	VALVE / CURB BOXES DOM - SPEC. 15110-2.05			3,000	
2600.000	CI VALVE BOXES DOM - DWG. TC01/CY715			3,000	
	64-82" HEAVY DUTY S-1/4" SHAFT - SLIP TYPE 2 PC VALVE BOX COMPLETE W/ LID	8 EA	375.00	3,000	
2620.000	VALVE ACCESSORIES DOM - SPEC. 15110-2.06			2,102	
2620.010	EXTENSION STEMS DOM			2,102	
	5'0" CARBON STEEL SOLID ROD EXTENSION STEM-SOCKET X NUT (FOR 20" MJ BFV)	6 EA	262.69	1,576	
	5'0" CARBON STEEL SOLID ROD EXTENSION STEM-SOCKET X NUT (FOR 30" MJ BFV)	1 EA	262.69	263	
	5'0" CARBON STEEL SOLID ROD EXTENSION STEM-SOCKET X NUT (FOR 36" MJ BFV)	1 EA	262.69	263	
2640.000	PIPE SUPPORTS DOM - PIPE SUPPORTS AS SHOWN ON DRAWINGS ONLY - NO ENGINEERING OR TESTING INCLUDED			21,850	
2640.000	FLOOR STYLE SADDLE PIPE SUPPORTS DOM			19,575	
	8" HOT DIPPED GALVANIZED CARBON STEEL FLOOR STYLE ADJUSTABLE SADDLE SUPPORT W/STEEL YOKE & NUTS (3'0" CL-AFF) (PER TM01/MP034)	2 EA	981.25	1,963	
	12" HOT DIPPED GALVANIZED CARBON STEEL FLOOR STYLE ADJUSTABLE SADDLE SUPPORT W/STEEL YOKE & NUTS (3'0" CL-AFF) (PER TM01/MP034)	2 EA	1,006.25	2,013	
	14" HOT DIPPED GALVANIZED CARBON STEEL FLOOR STYLE ADJUSTABLE SADDLE SUPPORT W/STEEL YOKE & NUTS (3'0" CL-AFF) (PER TM01/MP034)	10 EA	1,212.50	12,125	
	18" HOT DIPPED GALVANIZED CARBON STEEL FLOOR STYLE ADJUSTABLE SADDLE SUPPORT W/STEEL YOKE & NUTS (3'6" CL-AFF) (PER TM01/MP034)	2 EA	1,737.50	3,475	
2640.010	UNISTRUT DOM			2,275	
	FLUSH MOUNT PIPE SUPPORT FOR 1" IPS PIPE (DWG. TM01/MP218) (QUOTED AS HDG)	28 EA	81.25	2,275	

Total

1,655,944

System/Location	Addenda	Description	Qty	UOM	Unit Cost	Amount	Item Notes	Tag
01.5" PW HIGH SERVICE PUMP STATION	- 1-1/2" POTABLE WATER DWGS. 30M01/02					566		
		1-1/2" X 20' IPS SCH80 BE GRAY PVC PIPE	20	FT	3.69	74		
		1-1/2" PVC SCH 80 SLIP X MIP ADPT	1	EA	11.96	12		
		1-1/2" FNPT X 1-1/2" MNPT THREADED BRASS ANGLE HOSE	1	EA	312.50	313		
		VALVE W/ HAND WHEEL (DWG. TM01/MA415)						
		POST MOUNT HOSE RACK - ALUMINUM 50' HOSE	1	EA	167.63	168		
		CAPACITY (DWG. TM01/MA417)						
02" CAV HIGH SERVICE PUMP STATION	- 2" COMBO AIR VALVE ASSEMBLY DWGS. 30M01/02					3,556		
		1" X 20' IPS SCH80 BE GRAY PVC PIPE	20	FT	1.73	35		
		1" PVC SCH 80 SLIP 90 ELL	5	EA	3.63	18		
		1" PVC SCH 80 SLIP X MIP ADPT	1	EA	7.13	7		
		1" PVC SCH 80 SLIP UNION W/ EPDM O-RING	1	EA	9.40	9		
		2" X 4" BLACK STEEL STD THREADED NIPPLE	2	EA	40.22	80		
		STAINLESS ROUND BUG SCREEN FOR 1" PE PVC PIPE	1	EA	31.25	31		
		2" THREADED CARBON STEEL BALL VALVE W/ LEVER OP	1	EA	1,712.35	1,712		
		2" SINGLE IRONBODY WATER COMBINATION AIR VALVE	1	EA	1,500.00	1,500		
		W/ FIP THREADED INLET & OUTLET						
		FLUSH MOUNT PIPE SUPPORT FOR 1" IPS PIPE (DWG. TM01/MP218) (QUOTED AS HDG)	2	EA	81.25	163		
03" CAV HIGH SERVICE PUMP STATION	- 3" COMBO AIR VALVE ASSEMBLY DWGS. 30M01/02					38,382		
		3" FLG ACC PKS - GRADE B ZINC CS - CL 125/150 FLANGE	10	EA	40.70	407		
		W/ NSF 61 EPDM GASKET (CS X BV)						
		1" X 20' IPS SCH80 BE GRAY PVC PIPE	100	FT	1.73	173		
		1" PVC SCH 80 SLIP 90 ELL	25	EA	3.62	91		
		1" PVC SCH 80 SLIP X MIP ADPT	5	EA	7.12	36		
		1" PVC SCH 80 SLIP UNION W/ EPDM O-RING	5	EA	9.40	47		
		3" BLACK STEEL THREADED FLANGE 150# BOLT PATTERN	10	EA	143.13	1,431		
		3" X 4" BLACK STEEL STD THREADED NIPPLE	10	EA	138.56	1,386		
		STAINLESS ROUND BUG SCREEN FOR 1" PE PVC PIPE	5	EA	31.25	156		
		3" FLG CARBON STEEL BALL VALVE W/ LEVER OP	5	EA	3,931.19	19,656		
		3" SINGLE IRONBODY WATER COMBINATION AIR VALVE	5	EA	2,837.50	14,188		
		W/ FIP THREADED INLET & OUTLET						
		FLUSH MOUNT PIPE SUPPORT FOR 1" IPS PIPE (DWG. TM01/MP218) (QUOTED AS HDG)	10	EA	81.25	813		
08" FW HIGH SERVICE PUMP STATION	- 8" FINISHED WATER DWGS. 30M01/02					40,253		
		8" PC350 DUCTILE IRON PIPE REST JNT CEMENT LINED-BITUMINOUS COATED	20	FT	54.94	1,099		
		8" C153 MJ BIT COATED / CEMENT LINED DI 90 ELL	2	EA	261.78	524		
		8" WEDGE FITTING RESTRAINT MJ GLAND PACK-EPDM	6	EA	300.76	1,805		
		GASKETS-304 SSTL B&N'S-FOR DI PIPE						
		8" X 2'0" DI SPOOL PIECE CEMENT LINED W/ 125# FLG X FLG	1	EA	1,253.99	1,254		
		8" X 3'0" DI SPOOL PIECE CEMENT LINED W/ 125# FLG X FLG	1	EA	1,379.76	1,380		
		8" X 5'0" DI SPOOL PIECE CEMENT LINED W/ 125# FLG X PE	2	EA	1,119.08	2,238		
		8" C110 FLG PRIME COATED / CEMENT LINED DI 90 ELL	2	EA	660.08	1,320		
		12" X 1'0" PE X WC X PE CARBON STEEL-HD GALVANIZED WALL SLEEVES	2	EA	862.50	1,725		
		8" MODEL S-316 MODULAR SEAL FOR DI/CI OD PVC/DIPS HDPE FOR STEEL WALL SLEEVE (QUOTED PER LINK-REQUIRES 9 EA-LS-400S LINKS PER SEAL)	18	EA	20.14	363		
		8" FLG ACC PKS - GRADE B ZINC CS - CL 125/150 FLANGE	1	EA	106.25	106		
		W/ NSF 61 EPDM GASKET (DI X B/FV)						
		8" FLG ACC PKS - GRADE B ZINC CS - CL 125/150 FLANGE	4	EA	106.25	425		
		W/ NSF 61 EPDM GASKET (DI X DI)						
		8" FLG ACC PKS - GRADE B ZINC CS - CL 125/150 FLANGE	1	EA	106.25	106		
		W/ NSF 61 EPDM GASKET (DI X SACV)						
		8" FLG ACC PKS - GRADE B ZINC CS - CL 125/150 FLANGE	1	EA	106.25	106		
		W/ NSF 61 EPDM GASKET (SACV X B/FV)						
		8" 150B - 125LB FLG AWWA C504 IRONBODY BUTTERFLY VALVE W/ GEAR OPERATOR & HANDWHEEL	1	EA	3,250.00	3,250		
		8" IRON BODY SURGE RELIEF CONTROL VALVE - 150LB FLG GLOBE STYLE	1	EA	22,590.00	22,590		
		8" HOT DIPPED GALVANIZED CARBON STEEL FLOOR STYLE ADJUSTABLE SADDLE SUPPORT W/STEEL YOKE & NUTS (3'0" CL-AFF) (PER TM01/MP034)	2	EA	981.25	1,963		
12" FW HIGH SERVICE PUMP STATION	- 12" FINISHED WATER DWGS. 30M01/02					55,046		
		12" X 0'6" DI SPOOL PIECE CEMENT LINED W/ 125# FLG X FLG	1	EA	2,144.09	2,144		
		12" X 2'0" DI SPOOL PIECE CEMENT LINED W/ 125# FLG X FLG	1	EA	2,348.34	2,348		
		12" X 3'0" DI SPOOL PIECE CEMENT LINED W/ 125# FLG X FLG	1	EA	2,552.59	2,553		
		12" X 5'6" DI SPOOL PIECE CEMENT LINED W/ 125# FLG X PE	1	EA	2,076.90	2,077		
		12" C110 FLG PRIME COATED / CEMENT LINED DI 90 ELL	1	EA	1,781.33	1,781		
		20" X 1'0" PE X WC X PE CARBON STEEL-HD GALVANIZED WALL SLEEVES	1	EA	1,368.75	1,369		
		12" MODEL S-316 MODULAR SEAL FOR DI/CI OD PVC/DIPS HDPE FOR STEEL WALL SLEEVE (QUOTED PER LINK-REQUIRES 18 EA-LS-475S LINKS PER SEAL)	18	EA	20.14	363		
		12" FLG ACC PKS - GRADE B ZINC CS - CL 125/150 FLANGE	2	EA	182.21	364		
		W/ NSF 61 EPDM GASKET (DI X B/FV)						
		12" FLG ACC PKS - GRADE B ZINC CS - CL 125/150 FLANGE	2	EA	182.22	364		
		W/ NSF 61 EPDM GASKET (DI X CV)						
		12" FLG ACC PKS - GRADE B ZINC CS - CL 125/150 FLANGE	1	EA	182.22	182		
		W/ NSF 61 EPDM GASKET (DI X DI)						



		12" FLG ACC PKS - GRADE B ZINC CS - CL 125/150 FLANGE W/ NSF 61 EPDM GASKET (DI X DJ)	2 EA	182.21	364
		12" FLG ACC PKS - GRADE B ZINC CS - CL 125/150 FLANGE W/ NSF 61 EPDM GASKET (DI X PUMP)	1 EA	182.21	182
		12" FLG STEEL BODY DISMANTLING JOINT W/ STANDARD B&N - EPDM GASKETS	1 EA	2,926.11	2,926
		12" 150B - 125LB FLG AWWA C504 IRONBODY BUTTERFLY VALVE W/ GEAR OPERATOR & HANDWHEEL	1 EA	4,125.00	4,125
		12" 125/150LB FLG IRONBODY TILTED DISC CHECK VLV W/ TOP MOUNTED OIL DASHPOT-NO LIMIT SWITCH	1 EA	31,890.00	31,890
		12" HOT DIPPED GALVANIZED CARBON STEEL FLOOR STYLE ADJUSTABLE SADDLE SUPPORT W/STEEL YOKE & NUTS (3'0" CL-AFF) (PER TM01/MP034)	2 EA	1,006.25	2,013
12" FW, 1/2" ARV		- 12" FINISHED WATER, 1/2" AIR RELEASE VALVE ASSEMBLY			1,414
HIGH SERVICE PUMP STATION		DWGS. 30M01/02			1,414
		1/2" X 20' IPS SCH80 BE GRAY PVC PIPE	20 FT	0.90	18
		1/2" PVC SCH 80 SLIP 90 ELL	5 EA	1.65	8
		1/2" PVC SCH 80 SLIP X MIP ADPT	1 EA	3.74	4
		1/2" PVC SCH 80 SLIP UNION W/ EPDM O-RING	1 EA	6.45	6
		1/2" X 4" BLACK STEEL STD THREADED NIPPLE	2 EA	11.65	23
		1/2" THREADED CARBON STEEL BALL VALVE W/ LEVER OP	1 EA	347.93	348
		1/2" IRONBODY WATER AIR RELEASE VALVE W/ FIP	1 EA	843.75	844
		THREADED INLET & OUTLET - QUOTED AS 1"			
		FLUSH MOUNT PIPE SUPPORT FOR 1" IPS PIPE (DWG. TM01/MP218) (QUOTED AS HDG)	2 EA	81.25	163
14" FW		- 14" FINISHED WATER			348,142
HIGH SERVICE PUMP STATION		DWGS. 30M01/02			348,142
		14" X 0'6" DI SPOOL PIECE CEMENT LINED W/ 125# FLG X FLG	5 EA	3,393.24	16,966
		14" X 2'0" DI SPOOL PIECE CEMENT LINED W/ 125# FLG X FLG	5 EA	3,652.31	18,262
		14" X 3'0" DI SPOOL PIECE CEMENT LINED W/ 125# FLG X FLG W/(2) 1" FPT TAPS	5 EA	4,367.64	21,838
		14" X 5'6" DI SPOOL PIECE CEMENT LINED W/ 125# FLG X PE	5 EA	3,004.63	15,023
		14" C110 FLG PRIME COATED / CEMENT LINED DI 90 ELL	5 EA	3,527.55	17,638
		20" X 1'0" PE X WC X PE CARBON STEEL-HD GALVANIZED WALL SLEEVES	5 EA	1,368.75	6,844
		20" MODEL S-316 MODULAR SEAL FOR DI/CI OD PVC/DIPS HDPE FOR STEEL WALL SLEEVE (QUOTED PER LINK-REQUIRES 27 EA-LS-475S LINKS PER SEAL)	135 EA	20.14	2,719
		14" FLG ACC PKS - GRADE B ZINC CS - CL 125/150 FLANGE W/ NSF 61 EPDM GASKET (DI X B/FV)	10 EA	244.65	2,447
		14" FLG ACC PKS - GRADE B ZINC CS - CL 125/150 FLANGE W/ NSF 61 EPDM GASKET (DI X CVI)	10 EA	244.65	2,447
		14" FLG ACC PKS - GRADE B ZINC CS - CL 125/150 FLANGE W/ NSF 61 EPDM GASKET (DI X DI)	5 EA	244.65	1,223
		14" FLG ACC PKS - GRADE B ZINC CS - CL 125/150 FLANGE W/ NSF 61 EPDM GASKET (DI X DJ)	10 EA	244.65	2,447
		14" FLG ACC PKS - GRADE B ZINC CS - CL 125/150 FLANGE W/ NSF 61 EPDM GASKET (DI X PUMP)	5 EA	244.65	1,223
		14" FLG STEEL BODY DISMANTLING JOINT W/ STANDARD B&N - EPDM GASKETS	5 EA	3,462.50	17,313
		14" 150B - 125LB FLG AWWA C504 IRONBODY BUTTERFLY VALVE W/ GEAR OPERATOR & HANDWHEEL	5 EA	5,718.75	28,594
		14" 125/150LB FLG IRONBODY TILTED DISC CHECK VLV W/ TOP MOUNTED OIL DASHPOT-NO LIMIT SWITCH	5 EA	36,207.00	181,035
		14" HOT DIPPED GALVANIZED CARBON STEEL FLOOR STYLE ADJUSTABLE SADDLE SUPPORT W/STEEL YOKE & NUTS (3'0" CL-AFF) (PER TM01/MP034)	10 EA	1,212.50	12,125
14" FW, 1" ARV		- 14" FINISHED WATER, 1" AIR RELEASE VALVE ASSEMBLY			8,562
HIGH SERVICE PUMP STATION		DWGS. 30M01/02			8,562
		1" X 20' IPS SCH80 BE GRAY PVC PIPE	100 FT	1.73	173
		1" PVC SCH 80 SLIP 90 ELL	25 EA	3.62	91
		1" PVC SCH 80 SLIP X MIP ADPT	5 EA	7.12	36
		1" PVC SCH 80 SLIP UNION W/ EPDM O-RING	5 EA	9.40	47
		1" X 4" BLACK STEEL STD THREADED NIPPLE	10 EA	19.54	195
		1" THREADED CARBON STEEL BALL VALVE W/ LEVER OP	5 EA	597.76	2,989
		1" IRONBODY WATER AIR RELEASE VALVE W/ FIP	5 EA	843.75	4,219
		THREADED INLET & OUTLET			
		FLUSH MOUNT PIPE SUPPORT FOR 1" IPS PIPE (DWG. TM01/MP218) (QUOTED AS HDG)	10 EA	81.25	813
16" FW		- 16" FINISHED WATER			17,017
HIGH SERVICE PUMP STATION		DWGS. 30M01/02			17,017
		16" PC350 DUCTILE IRON PIPE REST JNT CEMENT LINED-BITUMINOUS COATED	20 FT	141.80	2,836
		16" C153 MJ BIT COATED / CEMENT LINED DI LONG SLEEVE	1 EA	1,036.00	1,036
		16" WEDGE FITTING RESTRAINT MJ GLAND PACK-EPDM GASKETS-304 SSTL B&N'S-FOR DI PIPE	5 EA	677.25	3,386
		16" X 2'0" DI SPOOL PIECE CEMENT LINED W/ 125# FLG X PE (BURIED)	1 EA	2,457.45	2,457
		16" FLANGE ISOLATION KIT W/ 150# 316 88M SSTL HEAVY HEX BN&G'S & TYPE "E" FULL FACED NEOPRENE GSKT-SGL WASHER - MYLAR SLEEVES (DI X PUMPI) (BURIED)	1 EA	1,038.44	1,038
		16" 150B - MECH JT AWWA C504 IRONBODY BUTTERFLY VALVE W/ GEAR OPERATOR & 2" OP NUT	1 EA	5,625.00	5,625
		64-82" HEAVY DUTY S-1/4" SHAFT - SLIP TYPE 2 PC VALVE BOX COMPLETE W/ LID	1 EA	375.00	375
		5'0" CARBON STEEL SOLID ROD EXTENSION STEM-SOCKET X NUT (FOR 20" MJ B/FV)	1 EA	262.69	263
18" FW		- 18" FINISHED WATER			37,595
HIGH SERVICE PUMP STATION		DWGS. 30M01/02			37,595
		18" X 3'6" DI SPOOL PIECE CEMENT LINED W/ 125# FLG X FLG W/(1) 2" FPT TAP	1 EA	5,827.26	5,827
		18" X 5'6" DI SPOOL PIECE CEMENT LINED W/ 125# FLG X FLG W/(1) 1/2" FPT TAP	1 EA	6,523.86	6,524

	18" FLG ACC PKS - GRADE B ZINC CS - CL 125/150 FLANGE W/ NSF 61 EPDM GASKET (DI X BFV)	4 EA	424.15	1,697
	18" FLG ACC PKS - GRADE B ZINC CS - CL 125/150 FLANGE W/ NSF 61 EPDM GASKET (DI X DJ)	1 EA	424.15	424
	18" FLG ACC PKS - GRADE B ZINC CS - CL 125/150 FLANGE W/ NSF 61 EPDM GASKET (DI X FM)	1 EA	424.15	424
	18" FLG ACC PKS - GRADE B ZINC CS - CL 125/150 FLANGE W/ NSF 61 EPDM GASKET (DJ X FM)	1 EA	424.15	424
	18" FLG STEEL BODY DISMANTLING JOINT W/ STANDARD B&N - EPDM GASKETS	1 EA	4,560.41	4,560
	1-1/2" X 4" BLACK STEEL STD THREADED NIPPLE	2 EA	28.76	58
	1-1/2" THREADED CARBON STEEL BALL VALVE W/ LEVER	1 EA	931.68	932
	18" 150B - 125LB FLG AWWA C504 IRONBODY BUTTERFLY VALVE W/ GEAR OPERATOR & HANDWHEEL	2 EA	6,625.00	13,250
	18" HOT DIPPED GALVANIZED CARBON STEEL FLOOR STYLE ADJUSTABLE SADDLE SUPPORT W/STEEL YOKE & NUTS (3/16" CL-AFFI) (PER TM01/MP034)	2 EA	1,737.50	3,475
18" FW, 2" ARV	- 18" FINISHED WATER, 2" AIR RELEASE VALVE ASSEMBLY			3,900
HIGH SERVICE PUMP STATION	DWGS. 30M01/02			3,900
	1" X 20" IPS SCH80 BE GRAY PVC PIPE	20 FT	1.73	35
	1" PVC SCH 80 SLIP 90 ELL	5 EA	3.63	18
	1" PVC SCH 80 SLIP X MIP ADPT	1 EA	7.13	7
	1" PVC SCH 80 SLIP UNION W/ EPDM O-RING	1 EA	9.40	9
	2" X 4" BLACK STEEL STD THREADED NIPPLE	2 EA	40.21	80
	2" THREADED CARBON STEEL BALL VALVE W/ LEVER OP	1 EA	1,712.35	1,712
	2" IRONBODY WATER AIR RELEASE VALVE W/ FIP	1 EA	1,875.00	1,875
	THREADED INLET & OUTLET			
	FLUSH MOUNT PIPE SUPPORT FOR 1" IPS PIPE (DWG. TM01/MP218) (QUOTED AS HDG)	2 EA	81.25	163
20" FW	- 20" FINISHED WATER			207,682
HIGH SERVICE PUMP STATION	DWGS. 30M01/02			112,059
	20" PC350 DUCTILE IRON PIPE REST JNT CEMENT LINED-BITUMINOUS COATED	60 FT	189.96	11,398
	20" C153 MJ BIT COATED / CEMENT LINED DI LONG SLEEVE	5 EA	1,658.53	8,293
	20" WEDGE FITTING RESTRAINT MJ GLAND PACK-EPDM GASKETS-304 SSTL B&N'S-FOR DI PIPE	25 EA	1,082.32	27,058
	20" X 2" O" DI SPOOL PIECE CEMENT LINED W/ 125# FLG X PE (BURIED)	5 EA	3,448.06	17,240
	20" FLANGE ISOLATION KIT W/ 150# 316 B8M SSTL HEAVY HEX BN&G'S & TYPE "E" FULL FACED NEOPRENE GSKT-SGL WASHER - MYLAR SLEEVES (DI X PUMPI) (BURIED)	5 EA	1,570.12	7,851
	20" 150B - MECH JT AWWA C504 IRONBODY BUTTERFLY VALVE W/ GEAR OPERATOR & 2" OP NUT	5 EA	7,406.25	37,031
	64-82" HEAVY DUTY 5-1/4" SHAFT - SLIP TYPE 2 PC VALVE BOX COMPLETE W/ LID	5 EA	375.00	1,875
	5" O" CARBON STEEL SOLID ROD EXTENSION STEM-SOCKET X NUT (FOR 20" MJ BFV)	5 EA	262.69	1,313
EX. HSPS REHAB	(DB60-DWG. 00GN04)			95,624
	20" X 2" O" DI SPOOL PIECE CEMENT LINED W/ 125# FLG X FLG W/(1) 1" FPT TAP & (1) 1/2" FPT TAP	1 EA	6,516.02	6,516
	20" X 7" O" DI SPOOL PIECE CEMENT LINED W/ 125# FLG X FLG	1 EA	8,064.65	8,065
	20" FLG ACC PKS - GRADE B ZINC CS - CL 125/150 FLANGE W/ NSF 61 EPDM GASKET (DI X BFV)	1 EA	521.73	522
	20" FLG ACC PKS - GRADE B ZINC CS - CL 125/150 FLANGE W/ NSF 61 EPDM GASKET (DI X CV)	2 EA	521.73	1,043
	20" FLG ACC PKS - GRADE B ZINC CS - CL 125/150 FLANGE W/ NSF 61 EPDM GASKET (DI X EJ)	1 EA	521.72	522
	20" FLG ACC PKS - GRADE B ZINC CS - CL 125/150 FLANGE W/ NSF 61 EPDM GASKET (PUMP X EJ)	1 EA	521.73	522
	20" FLG X FLG-RUBBER SPOOL TYPE-SINGLE FILLED ARCH EXP JNT-GALV BACKUP RING & CONTROL ASSY	1 EA	7,781.25	7,781
	20" 125/150LB FLG IRONBODY TILTED DISC CHECK VLV W/ TOP MOUNTED OIL DASHPOT-NO LIMIT SWITCH	1 EA	70,653.00	70,653
20" FW, 1/2" ARV	- 20" FINISHED WATER, 1/2" AIR RELEASE VALVE ASSEMBLY			1,414
EX. HSPS REHAB	(DB60-DWG. 00GN04)			1,414
	1/2" X 20" IPS SCH80 BE GRAY PVC PIPE	20 FT	0.90	18
	1/2" PVC SCH 80 SLIP 90 ELL	5 EA	1.65	8
	1/2" PVC SCH 80 SLIP X MIP ADPT	1 EA	3.74	4
	1/2" PVC SCH 80 SLIP UNION W/ EPDM O-RING	1 EA	6.45	6
	1/2" X 4" BLACK STEEL STD THREADED NIPPLE	2 EA	11.65	23
	1/2" THREADED CARBON STEEL BALL VALVE W/ LEVER OP	1 EA	347.94	348
	1/2" IRONBODY WATER AIR RELEASE VALVE W/ FIP	1 EA	843.75	844
	THREADED INLET & OUTLET - QUOTED AS 1"			
	FLUSH MOUNT PIPE SUPPORT FOR 1" IPS PIPE (DWG. TM01/MP218) (QUOTED AS HDG)	2 EA	81.25	163
30" FW	- 30" FINISHED WATER			564,850
ENLARGED SITE & YARD PIPING PLAN 3	DWG. 00C04			183,103
	30" PC350 DUCTILE IRON PIPE REST JNT CEMENT LINED-BITUMINOUS COATED	120 FT	524.00	62,880
	30" C153 MJ BIT COATED / CEMENT LINED DI 45 ELL	4 EA	7,042.03	28,168
	30" WEDGE FITTING RESTRAINT MJ GLAND PACK-EPDM GASKETS-304 SSTL B&N'S-FOR DI PIPE	9 EA	1,905.00	17,145
	30" FLG ACC PKS - 316 B8M SSTL HEAVY HEX - CL 125/150 FLANGE W/ NSF 61 EPDM GASKET (TS X TV) (BURIED)	1 EA	2,318.05	2,318
	30" X 36" STAINLESS BODY TAPPING SLEEVE - FULL SEAL W/ DROP-IN BOLTS FOR DI OD W/ DI FLANGED OUTLET (NO VALVE)	1 EA	11,341.66	11,342
	30" C515 MJ X FLG TAPPING VALVE W/ 2" OP NUT (NO GEAR)	1 EA	61,250.00	61,250
HIGH SERVICE PUMP STATION	DWGS. 30M01/02			381,747
	30" PC350 DUCTILE IRON PIPE REST JNT CEMENT LINED-BITUMINOUS COATED	100 FT	524.00	52,400
	30" C153 MJ BIT COATED / CEMENT LINED DI 90 ELL	4 EA	10,187.75	40,751
	30" C153 MJ BIT COATED / CEMENT LINED DI TEE	2 EA	14,430.00	28,860
	30" X 12" C153 MJ BIT COATED / CEMENT LINED DI TEE	1 EA	7,922.62	7,923



			30" X 14" C153 MJ BIT COATED / CEMENT LINED DI TEE	5 EA	13,303.59	66,518
			30" X 8" C153 MJ BIT COATED / CEMENT LINED DI TEE	1 EA	6,660.92	6,661
			30" C153 MJ BIT COATED / CEMENT LINED DI PLUG	1 EA	5,174.45	5,174
			30" WEDGE FITTING RESTRAINT MJ GLAND PACK-EPDM	30 EA	1,905.00	57,150
			GASKETS-304 SSTL 8&N'S-FOR DI PIPE			
			30" X 3/6" DI SPOOL PIECE CEMENT LINED W/ 125# FLG X PE	2 EA	10,063.61	20,127
			30" C110 FLG PRIME COATED / CEMENT LINED DI 90 ELL	2 EA	16,909.43	33,819
			30" X 18" C110 FLG PRIME COATED / CEMENT LINED DI ECC RED	2 EA	13,351.65	26,703
			36" X 1'0" PE X WC X PE CARBON STEEL-HD GALVANIZED WALL SLEEVES	1 EA	2,943.75	2,944
			30" MODEL S-316 MODULAR SEAL FOR DI/CI OD PVC/DIPS HDPE FOR STEEL WALL SLEEVE (QUOTED PER LINK-REQUIRES 29 EA-LS-400S LINKS PER SEAL)	29 EA	20.14	584
			30" FLG ACC PKS - GRADE 8 ZINC CS - CL 125/150 FLANGE W/ NSF 61 EPDM GASKET (DI X DI)	4 EA	1,252.00	5,008
			30" 150B - MECH JT AWWA C504 IRONBODY BUTTERFLY VALVE W/ GEAR OPERATOR & 2" OP NUT	1 EA	26,487.50	26,488
			64-82" HEAVY DUTY 5-1/4" SHAFT - SLIP TYPE 2 PC VALVE BOX COMPLETE W/ LID	1 EA	375.00	375
			5'0" CARBON STEEL SOLID ROD EXTENSION STEM-SOCKET X NUT (FOR 30" MJ BFW)	1 EA	262.69	263
36" FW	***	- 36" FINISHED WATER				248,787
ENLARGED SITE & YARD PIPING PLAN 3		DWG. 00C04				34,838
			36" 150B - MECH JT AWWA C504 IRONBODY BUTTERFLY VALVE W/ GEAR OPERATOR & 2" OP NUT	1 EA	34,200.00	34,200
			64-82" HEAVY DUTY 5-1/4" SHAFT - SLIP TYPE 2 PC VALVE BOX COMPLETE W/ LID	1 EA	375.00	375
			5'0" CARBON STEEL SOLID ROD EXTENSION STEM-SOCKET X NUT (FOR 36" MJ BFW)	1 EA	262.69	263
HIGH SERVICE PUMP STATION	***	DWGS. 30M01/02				213,949
			36" PC350 DUCTILE IRON PIPE REST JNT CEMENT LINED-BITUMINOUS COATED	60 FT	641.00	38,460
			36" X 16" C153 MJ BIT COATED / CEMENT LINED DI TEE	1 EA	12,453.28	12,453
			36" X 20" C153 MJ BIT COATED / CEMENT LINED DI TEE	5 EA	14,884.17	74,421
			36" X 8" C153 MJ BIT COATED / CEMENT LINED DI TEE	1 EA	10,147.25	10,147
			36" C153 MJ BIT COATED / CEMENT LINED DI PLUG	1 EA	8,000.33	8,000
	REV		36" WEDGE FITTING RESTRAINT MJ GLAND PACK-EPDM GASKETS-304 SSTL 8&N'S-FOR DI PIPE	14 EA	5,033.40	70,468
42" BW		- 42" BLENDED WATER				70,172
ENLARGED SITE & YARD PIPING PLAN 3		DWG. 00C04				70,172
			42" C153 MJ BIT COATED / CEMENT LINED DI 90 ELL	2 EA	22,962.60	45,925
			42" WEDGE FITTING RESTRAINT MJ GLAND PACK-EPDM GASKETS-304 SSTL 8&N'S-FOR DI PIPE	4 EA	6,061.65	24,247
MISC		- MISCELLANEOUS				2,608
YARD, MISC		DWGS. 00C03/04				2,608
			8 MIL V-BIO WHITE 20" - 500' 4"-8" DIP - AS NEEDED	1 ROLL	415.64	416
			8 MIL V-BIO WHITE 27" - 380' 10"-12" DIP - AS NEEDED	1 ROLL	437.57	438
			8 MIL V-BIO WHITE 34" - 300' 14"-16" DIP - AS NEEDED	1 ROLL	454.30	454
			8 MIL V-BIO WHITE 41" - 260' 18"-20" DIP - AS NEEDED	1 ROLL	438.90	439
			8 MIL V-BIO WHITE 67" - 175' 30" DIP - AS NEEDED	1 ROLL	419.65	420
			8 MIL V-BIO WHITE 81" - 175' 36"-42" DIP - AS NEEDED	1 ROLL	434.78	435
			2" X 100' BLACK POLY TAPE - AS NEEDED	1 ROLL	6.87	7
MISC SERVICES						6,000
MISC SERVICES						6,000
			VALVE ON SITE TECH SERVICE	1 EA	2,000.00	2,000
			DRAFTING/LINE DRAWING SERVICES	4 EA	1,000.00	4,000

**Total 1,655,944**











# Exemption from Bidding - Ferguson Waterworks

Final Audit Report

2024-03-26

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-  Document e-signed by Shereece George (shereece.george@citynmb.com)  
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-  Document emailed to Mario Diaz (mario.diaz@citynmb.com) for signature  
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-  Document e-signed by Mario Diaz (mario.diaz@citynmb.com)  
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-  Agreement completed.  
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## Legislation 11.6.

City of North Miami Beach  
17011 NE 19 Avenue  
North Miami Beach, FL 33162  
305-947-7581  
[www.citynmb.com](http://www.citynmb.com)

### MEMORANDUM

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<b>TO:</b>	Mayor and City Commission
<b>FROM:</b>	Andrea Suarez-Abastida, NMB Water Director
<b>VIA:</b>	City Manager Mario A. Diaz
<b>DATE:</b>	April 16, 2024

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Resolution No. R2024-56 Approving Continuing Services Agreement Task Order from Brown and  
**RE:** Caldwell for Engineering Design Services for Pinetree Park South (Andrea Suarez- Abastida, NMB Water Director)

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#### Description

NMB Water seeks to move water mains and water services to the public right-of-way. This project includes installation of approximately 2,900 Linear Feet (LF) of 12-inch, 15,500 LF of 8-inch, and 3,900 LF of 4-inch water mains. All interconnections, service connections and stub-outs on the existing pipelines will be transferred to the proposed or existing pipelines. Additionally, fire hydrants will be installed along the proposed pipelines per Fire Department's requirements.

#### BACKGROUND ANALYSIS:

The existing water lines within City of Miami Gardens were installed in the 1940's and have been experiencing failures. NMB Water recognizes the effects of watermain breakages and is proactively replacing the necessary pipelines to ensure the reliability of the water system. This project will yield in greater reliability and reduce disruption in water service for residents. Additionally, the installation of new water lines will provide fire flow improvements.

**RECOMMENDATION:** The City Manager and the Chief Procurement Officer recommend that the City Commission approve and authorize the City Manager or designee to enter into a Task Order with Brown & Caldwell in the amount of

\$534,980.00 for the Pinetree Park South Project.

**FISCAL/ BUDGETARY** As approved in the adopted FY24 budget appropriation.

**IMPACT:**

---

ATTACHMENTS:

Description

- ▣ Resolution
- ▣ Exhibit A - Task Order

**RESOLUTION NO. R2024--**

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING A TASK ORDER FOR ENGINEERING SERVICES FOR THE PROJECT MANAGEMENT OF THE WATER MAIN REPLACEMENT – PINETREE PARK SOUTH; IN AN ESTIMATED AMOUNT OF \$534,980.00, UNDER THE “CONTINUING SERVICES AGREEMENT” WITH BROWN AND CALDWELL FOR PROFESSIONAL CONSULTING SERVICES; AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; SCRIVENER ERRORS, SEVERABILITY; AND AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to Chapter 166, Florida Statutes and Section 1.4 of the Charter of the City of North Miami Beach (“City”), the City shall have all available governmental, corporate, and proprietary powers and may exercise them except when prohibited by law; and

**WHEREAS**, on July 21, 2020, the City Commission approved Resolution R2020-62 for RFQ 22-018-MC “Continuing Services Agreement for Architectural/Engineering, Landscape Architect and Surveying Services.” Subsequently, the City executed agreements with the ranked firms that met the qualifications and provided firm pricing under the solicitation specifications – including an agreement with Brown and Caldwell. (“Brown & Caldwell”) on June 11, 2021, for a term of three (3) years, with two, one (1) year options to renew (“Continuing Services Agreement”); and

**WHEREAS**, City staff is recommending the City Commission approves a new Task Order with Brown & Caldwell to provide project management, administration, coordination, and related services in the amount of \$534,980.00 to perform system-wide water main replacement at Pinetree South, Miami Gardens (“Project”); and

**WHEREAS**, Section 3-3.14 of the Code of Ordinances City of North Miami Beach, Florida, 2008 (“Code”) provides that contracts more than fifty thousand dollars (\$50,000.00) shall be awarded by the City Commission; and

**WHEREAS**, the City Manager and the Chief Procurement Officer recommend that the City Commission approve and authorize the City Manager or designee to enter into a Task Order with Brown & Caldwell in the amount of \$534,980.00 for the Project; and

**WHEREAS**, the Mayor and City Commission believe it is in the best interests of the City to authorize the City Manager or designee to enter into a Task Order with Brown & Caldwell in the amount of \$534,980 for the Project.

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

**Section 1.** The foregoing whereas clauses are true and correct and adopted as the legislative and administrative findings of the City Commission and made a specific part of this Resolution; all exhibits attached hereto are made a specific part of this Resolution.

**Section 2.** The Task Order with Brown & Caldwell in the amount of \$534,980.00 for the Project, attached as Exhibit “A,” is approved and the City Manager or designee is authorized to sign the Task Order on behalf of the City.

**Section 3.** The City Manager or designee is authorized to do all things necessary to effectuate this Resolution.

**Section 4.** All Resolutions or parts of Resolutions in conflict with this Resolution are repealed to the extent of such conflict.

**Section 5.** Any scrivener or typographical errors that do not affect intent may be corrected with notice to, and the authorization of the City Attorney and City Manager without further process.

**Section 6.** If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are declared to be severable.

**Section 7.** This Resolution shall take effect immediately upon adoption.

**APPROVED AND ADOPTED** by the City of North Miami Beach City Commission at the regular meeting assembled this **16<sup>th</sup> day of April 2024**.

ATTEST:

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ANDRISE BERNARD, MMC  
CITY CLERK

---

EVAN S. PIPER  
MAYOR

(CITY SEAL)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE  
AND RELIANCE OF THE CITY OF NORTH MIAMI BEACH ONLY:

---

JOSEPH S. GELLER  
CITY ATTORNEY

Sponsored by: Mayor & Council

**RESOLUTION NO. R2024**





**PROCUREMENT EXPLANATION MEMO**

*PROCUREMENT MANAGEMENT DIVISION*

**Exhibit A**

TO: **Mario A. Diaz**  
City Manager

VIA: Chief Procurement Officer

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

\_\_\_\_\_  
Title/Department

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

RE: \_\_\_\_\_

Fiscal Amount not to Exceed: \$ \_\_\_\_\_

Vendor # \_\_\_\_\_

**Purpose (How does it align with City NMB Strategic Plan?):**

**Background:**

**Recommendation:**

**Fiscal Impact / Account Number(s):**

**Contact Person(s):**

**CONSULTANT TASK ORDER NO. 002**  
**STATEMENT OF WORK**

This Statement of Work is executed between the CITY OF NORTH MIAMI BEACH ("CITY") and Brown and Caldwell ("CONSULTANT").

CITY and CONSULTANT agree that all of the Services authorized by this Statement of Work shall be subject to the terms and conditions set forth within the Agreement No. 19-082-MC for Professional Services on a Continuing Basis between CITY and CONSULTANT (the "Master Agreement"). Upon execution of this Statement of Work, the Master Agreement shall be incorporated into and be considered a part of this Statement of Work as if set forth herein in its entirety. Any capitalized terms which are not defined herein shall have the meanings defined in the Master Agreement.

1. Documents. The following Documents are incorporated into and shall be a part of this Statement of Work as if fully stated herein:
  - A. Detailed Consultant Scope of Work for Engineering Services related this RFP attached hereto as Attachment A1;
  - B. The Level of Effort (LOE) Justification attached hereto as Attachment A2;
  - C. All parts of standards, reference manuals, regulations, and similar documents cited in this Statement of Work; and,
  - D. The following documents (if any):\_\_\_\_\_.

2. Project Name, Description, and Number (the "Project"). The Project which is covered by this Statement of Work is named, described, and numbered as follows:

WATR2007v – System-wide Water Main Replacements – Pinetree Park South

This project is a service associated with the CITY's selection of the CONSULTANT to provide professional services on a continuing basis in accordance with Florida Statute 287.055 – Consultants Competitive Negotiation Act ("CCNA"), CITY RFQ-19-082-MC for the following categories:

Category 2 – Water and Wastewater Engineering

3. CONSULTANT's Services. The Services to be performed by CONSULTANT under this Statement of Work include the following:

The CONSULTANT will provide design services, permitting application preparation and construction phase engineering services for water line distribution. The project consists of the design of approximately 2,900 Linear Feet (LF) of 12-inch, 15,500 LF of 8-inch, and 3,900 LF of 4-inch watermain.

A detailed scope of work for engineering services associated with this Task Order No. 002 is included in Attachment A1.

4. CONSULTANT's Deliverables. As part of CONSULTANT's Services, CONSULTANT shall provide the following Deliverables:

A list of all deliverables is contained in the detailed scope of work for engineering services, included in Attachment A1.

5. Project Milestone Schedule. The Project Milestone Schedule is as follows:

<b>Project Element</b>	<b>Duration (days)</b>
Notice to Proceed	0
Field Investigations	90 Days
60% Design Submittal	180 Days
90% Design	225 Days
100% Design / Bid Documents	285 Days

CONSULTANT's Key Employees and Project Staffing Team. The following are CONSULTANT's Key Employees and subconsultants/vendors who will perform CONSULTANT's Services under this Task Order, and, with respect to Key Employees, the corresponding percentage of that Key Employee's time that will be devoted to performance of CONSULTANT's Services, and, with respect to subconsultants/vendors, the Services and Deliverables to be provided by the subconsultant/vendor.

<u>Name of Key Employee</u>	<u>% of Time for Services</u>
<i>Albert Perez, PE</i>	0%
<i>Melissa Jauregui, PE</i>	2%
<i>Alan Sterental, PE</i>	6%
<i>Jose Davila, PE</i>	22%
<i>Maria Cogliando</i>	3%
<i>Dwain Loughney</i>	64%
<i>Kimberly Devendorf, PE</i>	2%
<i>Stefani Couch</i>	2%
<u>Name of Subconsultant/Vendor</u>	<u>Services to be Provided</u>
<i>Fortin Leavy Land Surveyors</i>	Survey
<i>Nutting Engineers</i>	Geotechnical

CONSULTANT shall not substitute or substantially revise the responsibilities of Key Employees nor change Key Employees without the prior written consent of CITY.

6. Compensation and Reimbursable Expenses. CONSULTANT's Compensation for its Services shall be in accordance with the Agreement and the Compensation Schedule. CONSULTANT shall be compensated for Reimbursable Expenses according to the following Compensation Schedule subject to the limitations stated in the Master Agreement.

- ☒ The total lump sum amount of \$ 529,979.17 ;  
☒ Reimbursable on a time and material basis at the rates set forth in the Master Agreement with a not to exceed amount of \$ 5,000 ;

The total not-to-exceed amount for the time and material services include Reimbursable Expenses incurred in accordance with the Master Agreement.

7. CITY's Designated Representative.

Kevin Cevallos, PE  
CIP Project Manager, NMB Water

8. CONSULTANT's Designated Representative.

Albert Perez, Principal  
Brown and Caldwell  
[alperez@brwncald.com](mailto:alperez@brwncald.com)

9. Effective Date.

Notwithstanding anything herein to the contrary, this Statement of Work shall not be valid and enforceable unless and until CITY issues to CONSULTANT a purchase order for this Statement of Work. The Effective Date for this Statement of Work shall be the date of such purchase order.

CITY OF NORTH MIAMI BEACH:

CONSULTANT:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print

\_\_\_\_\_  
Print

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**PROPOSAL FOR  
ENGINEERING SERVICES FOR CITY OF NORTH MIAMI BEACH SYSTEM WIDE WATER  
MAIN REPLACEMENTS – PINETREE PARK SOUTH (WATR2007V)  
ATTACHMENT A1**

---

**Prepared for the City of North Miami Beach Water  
(NMB Water)**

**January 31, 2024  
(Revised February 12, 2024)  
(Revised February 14, 2024)**

Submitted by:



2333 Ponce de Leon Blvd., Suite R- 205  
Coral Gables, Florida 33134



The scope of work and associated fees is based on the RFP and information provided by NMB Water on January 10, 2024.

### **Project Scope of Work**

Design Consultant will prepare a design package for approximately 22,300 linear feet of new water mains shown in the figure above and as described in the RFP. The design package will include plan and profile sheets, details, and will be prepared in accordance with NMB Water Standard Details. The following tasks are anticipated and included in this scope and fee proposal:

Task 1 – Project Management, Administration and Coordination

Task 2 – Field Investigations

Task 3 – Design Documents

Task 4 - Permitting

Task 5 – Bidding and Support Services

Task 6 – Construction Phase Engineering Services

Task 7 - Reimbursable Expenses

These tasks are described in more detail in the pages that follow.

## **TASK 1.0 – PROJECT MANAGEMENT, ADMINISTRATION AND COORDINATION**

Objective: To establish the project's goals and objectives. To sustain project activities required as part of the administrative and management elements of the project, such as project meetings, including review meetings, coordination meetings, quality control activities, and other informal meetings.

### Activities

#### **1.1 Project Management**

Project manager will manage and provide oversight of the project team including sub-consultants and perform day to day administrative and coordination duties to the project team relative to the project. This task includes development of a project management plan that clearly informs each team member of their assigned responsibilities, allocated budget, schedule and products. One common project management plan will be prepared and tailored to account for any specific details of the various phases.

The Project Manager will also develop and submit bimonthly invoices (every two months) and prepare formal progress status reports. The duration of the Design Phase is assumed at 9 months and Procurement Phase at 3 months. Invoicing will only take place during active phases of the project as described below.

Brown and Caldwell will be leading this subtask, with participation from City of North Miami Beach.

### Deliverables

The following deliverables will be provided under this task:

1. Bimonthly status reports and invoices.

#### **1.2 Project Meetings and Summaries**

Consultant will attend a project Kick-off meeting to discuss overall project goals and expected schedule. Consultant will attend deliverable review meetings (this includes the meeting to review and approve the pipe layout prior to the 60% design submittal). Consultant will attend review meetings as requested by the Client to discuss project progress and address any issues that may arise during construction. A total of sixteen (16) 1-hour (virtual) meetings are included under this task. Preparation of meeting minutes is not included under this scope of work.

## **TASK 2.0 – FIELD SERVICES**

### **2.1 Topographic Survey**

Our services for this project will consist of obtaining survey information necessary for the design of the proposed water mains depicted in Figure 1 above and as described in the RFP. A detailed scope of work prepared by **Fortin, Leavy, Skiles, Inc. Land Surveyors** is included as part of the **Attachment B**. The goals and objectives of the survey investigation shall include the following:



1. To determine locations, dimensions, elevations and measurements for all existing above ground features along the water main route;
2. To obtain topographic information for all visible fixed items along the proposed water mains;
3. To obtain specific boundary information, such as right of way lines, subdivision lines, lot lines, base lines and easement lines.
4. To identify existing benchmarks and control points along the proposed force main route.

The survey shall meet current City of North Miami Beach standards and shall be signed and sealed by a Florida Registered Professional Land Surveyor. Scope of work above does not include survey of back alleys where demolition/abandonment of pipes is expected.

#### Deliverables:

- Electronic CAD files of survey in AutoCAD format (for developing 60% design plans)
- PDF electronic signed and sealed files of survey (for developing 60% design plans and for permitting use)

## **2.2 Geotechnical Investigation**

The Design Consultant will perform geotechnical investigation for the project. Consultant will prepare a geotechnical report to be signed and sealed by a professional engineer licensed in the State of Florida. A detailed scope of work prepared by **Nutting Engineers** is included as part of the **Attachment B**.

#### Deliverables

- Draft and Final Geotechnical Report

## **2.3 Subsurface Utility Engineering**

No scope under this task. Design will be based on available utility information obtained from as-builts collected from franchise utilities in the area. If needed, soft digs shall be provided by Client.

## **TASK 3.0 – DESIGN DOCUMENTS**

Objective: To prepare design documents for the proposed water mains in sufficient detail to satisfy permit requirements and to allow for competitive bidding and construction of all proposed improvements.

#### Activities

The CONSULTANT will complete a final design for the project. The final design services will include a multi-discipline design approach, with submittals to NMB Water at the 60 and 100-percent design stages. Design drawings and specifications will be developed for civil discipline. Design drawings will be in AutoCAD and in accordance with City of North Miami Beach standards.

Technical specifications will be based on the 50-Division format of the CSI in MS Word format. Electronic copies of documents will be provided to the Client in PDF format.

### **3.1 60-Percent Design**

CONSULTANT will prepare 60-percent level plans and draft of technical specifications (Divisions 2 through 50). 60-percent design will follow the previously approved pipe alignment discussed at the 30-percent design level meeting included in task 1.2. 60-percent design will include a complete set of plan drawings indicating the collected survey and topographic information, existing utility locations as identified and located by the utility owners, main connections, applicable construction details, and draft technical specifications. Scope under this task includes, but is not limited to, the following:

1. Attend one Field Visit to the Project Site accompanied by NMB Water personnel. Consultant will evaluate existing conditions along the proposed water mains and will consider current field conditions and any proposed site improvements and/or changes that may impact the project.
2. Consultant will obtain site photographs and videos as deemed appropriate to record existing site conditions and assist in design of the proposed water mains.
3. CONSULTANT will perform a utility locate request by calling Sunshine State One Call of Florida. CONSULTANT will submit a request to those utilities identified from the Design Ticket to obtain as-built drawings for the existing underground utilities within the pipe alignment. CONSULTANT will coordinate with the utilities and update the Monthly Utility / Agency / Municipality Tracking Sheet with corresponding Back-up Information.
4. CONSULTANT will identify conflicting utilities and meet with their representatives and other stakeholders to establish communication and coordination with recent and future projects to avoid conflicts and repetitious construction.
5. CONSULTANT will identify and confirm the municipalities having jurisdiction over the project and any special requirements they may have. CONSULTANT will incorporate their requirements into the design.
6. CONSULTANT will identify pavement repair or pavement reconstruction requirements and proposed pavement resurfacing limits.
7. CONSULTANT will identify the demolition limits and features to be demolished on the Design Plans.
8. CONSULTANT will identify the required permits and associated permitting requirements with particular attention to the applicable municipalities, jurisdictions, including FDOT.
9. Location of Tie-Ins to Existing System (on the Plans).
10. Verification of location within Community Workforce Program Area or School Zones
11. OPCC - Class III
12. Draft Technical Specifications

#### Deliverables

The following deliverables will be provided under this task:

1. 60-percent design drawings (Electronic files only) will be submitted to NMB WATER for review and comment.
2. Draft Technical Specifications (Electronic files only)
3. OPCC - Class III and Design Schedule

## 60-Percent Design Review Meeting

CONSULTANT shall prepare for and conduct a 60-percent design review meeting with NMB Water staff to review and discuss Client comments on the 60-percent design documents. It is intended that one set of comments will be received from the Client.

BC shall lead this task, with support from Subconsultants, as necessary.

### Deliverables

The following deliverables will be provided under this task:

1. Meeting Minutes.

## 3.2 90-Percent Design for Permitting

Subsequent to the 90-percent design review workshop, the CONSULTANT shall incorporate comments received by NMB Water into the drawings to develop the 90-Percent drawing set for Permitting. CONSULTANT shall submit the necessary permitting packages to the permitting agencies identified in Task 4.0.

The 90% submittal will include, but not limited to, the following:

1. Show Profile Elevation of the Top of Pipe and Finish Grade (for piping).
2. Show rim, top and invert of located existing sanitary sewers' manholes, sanitary sewer pipelines, drainage culverts, manholes, catch basins and grate elevations, dimensions within the survey limits (see the MDWASD Site and Route Survey Requirements )
3. Show existing valve types and locations
4. Identify the location of proposed Air Release Valves on the plans.
5. Horizontal and Vertical Alignments
6. Survey, Utilities, Right of Ways, Existing Services, Fire Hydrants, and Easements (temporary, construction, and/or permanent (if required) on Drawings
7. Construction phasing/sequencing noted on plans
8. Location of future connections into the Proposed System (Plan and Profile View)
9. Identification of demolition limits
10. Traffic Control and/or MOT plans (FDOT, County, City of Miami Gardens)
11. Location of Tie-Ins to Existing System (on Plan View).
12. OPCC Class II and Design Schedule Update
13. Final Technical Specifications

### Deliverables

The following deliverables will be provided under this task:

1. 90-percent design drawings (Electronic files only)

2. Final Technical specifications (Electronic files only)
1. OPCC - Class II and Updated Design Schedule
2. Completed Permit Applications for review

### **90-Percent Design Review Meeting**

CONSULTANT shall prepare for and conduct a 90-percent design review meeting with NMB Water staff to review and discuss Client comments on the 90-percent design documents. It is intended that one set of comments will be received from the Client.

BC shall lead this task, with support from Subconsultants, as necessary.

#### Deliverables

The following deliverables will be provided under this task:

1. Meeting Minutes.

### **3.3 100% Design Documents / Bid Documents**

Based on the review comments received from the Local Regulatory Agencies, the CONSULTANT will prepare 100-Percent plans and specifications for bidding. This task includes coordination with NMB WATER Procurement for development of the front-end documents for the project.

BC shall coordinate front-end documents and disciplines not covered by subconsultants.

#### Deliverables

The following deliverables will be provided:

1. Stamp-Approved 100% Construction Plans
2. Master Specifications Book
3. Final 100% Issued-for-Construction set of Plans
4. OPCC Class I and Updated Project Schedule

## **TASK 4.0 – PERMITTING SERVICES**

Objective: The purpose of this task is to obtain Federal, State and Local permits for the construction of the project.

#### Activities

This task includes preparation and submittal of the required permit applications and supporting documentation necessary to secure permits for construction of the Project from the applicable and anticipated agencies having jurisdiction over the project. Consultant shall respond to requests for additional information from permitting agencies.

The following permits have been identified and/or are anticipated:

1. FDEP Water Main Extension Permit (Miami-Dade County RER)
2. City of Miami Gardens Fire Department Approval
3. Miami-Dade County Health Department Approval
4. City of Miami Gardens Public Works Permit
5. NMB Water Review
6. Miami-Dade County Public Works Dry-run Approval (for work on NW 32 Ave.)
7. FDEP NPDES Generic Permit Notice of Intent for Stormwater Discharge from Construction Activities
8. Miami-Dade County Transit

For each of the above packages and agencies, the following activities are anticipated and included in this scope:

1. Pre-application Meeting and one follow up meeting.
2. Preparation of Applications and supporting documentation.
3. Responses to up to one (1) Requests for Additional Information from each agency.
4. Permit Fees are not included.

Pre-application meetings will take place prior to the 60% design submittal. Consultant will prepare and submit the Permit Packages and obtain applicable signatures upon submittal of the 90% design.

#### Deliverables

The following deliverables will be provided:

1. Meeting minutes and copies of applications and formal letters of correspondence with the agencies including comments received from the agency.
2. Originals and electronic copies of permits upon receipt of approvals.

The scope under this task assumes the client will assist Consultant in expediting and coordinating with regulatory agencies to obtain necessary permits and approvals. The scope herewith includes response to up to one (1) request for information per permitting agency. Further RFIs will be considered additional services.

### **TASK 5.0 – BIDDING SUPPORT SERVICES**

Procurement phase and post design engineering services will be provided for the project by CONSULTANT as follows:

- Attend Pre-Bid Meeting and prepare meeting minutes.
- Review questions and comments posed by potential bidders and assist in responding to up to two (2) addenda to address comments and technical revisions to the bid sets.
- Attend bid opening.
- Review bids. (Preparation of bid tabulation is not included)

- Make recommendation to City for contract award.
- Prepare conformed drawings in accordance with addenda and review comments accepted by CONSULTANT.

## **TASK 6.0 – CONSTRUCTION PHASE ENGINEERING SERVICES**

Objective: Provide engineering support to ensure conformance with Contract Documents. Provide engineering support for the review of shop drawing submittals, RFIs and potential change order requests from contractor.

### **6.1 Preconstruction Conference**

#### Activities

Consultant will support NMB Water and attend Pre-construction Meeting at a place, date and time to be selected by the City. Consultant will review the meeting summary prepared by NMB Water.

### **6.2 Construction Progress Meetings**

#### Activities

Consultant will attend monthly project construction meetings at a time and date selected by the Client. NMB Water shall be responsible for presiding the meetings and preparation of meeting minutes. Attendance to up to sixteen (16) construction progress meetings are included in this proposal. Consultant will review meeting minutes prepared by NMB Water prior to distribution.

### **6.3 Requests for Information**

#### Activities

Consultant will review and respond to up to eight (8) RFIs from the selected contractor. Consultant will review and interpret contract documents in support of response to the RFIs and submit responses within 5 business days of receipt of the RFI.

### **6.4 Review Change Order Requests**

#### Activities

Consultant will, at the request of the Client, review potential change order requests submitted by the Contractor. Consultant will review, provide comments and recommendations to NMB Water on acceptability of the change orders based. Review of up to four (4) change orders are included in this proposal.

### **6.5 Shop Drawings and Submittals Review**

#### Activities

Consultant will review shop drawings submitted by the Contractor, as requested by the Client. Review will be for general conformance with the Contract Documents for the project and shall not relieve the Contractor from any of their contractual responsibilities. Reviews will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Review of up to six (6) shop drawing submittals is included in this proposal.

## 6.6 Site Visits

### Activities

Upon the request from the NMB Water CIP Team, Consultant will make up to eight (8) site visits during construction up to 1 hour per site visit to review and discuss construction activities. Site visits shall be documented in a report and submitted to the NMB Water CIP Team.

## 6.7 Substantial Completion

### Activities

Upon notice of substantial completion from the Contractor, Consultant will attend a final inspection with NMB Water CIP Team and the Contractor. If requested by NMB Water CIP Team, Consultant will assist with the preparation of a punch list of items to be completed or corrected by the Contractor before final completion of the project. Consultant shall submit a list of items observed to NMB Water CIP Team for incorporation into the punch list. NMB Water CIP Team will deliver the punch list to Contractor.

## 6.8 As-builts

### Activities

Upon completion of the project construction, Contractor is to submit as-builts, signed and sealed by a Florida registered Professional Surveyor. Consultant will review of the as-builts and provide comments for conformance with actual as-built conditions resulting from field observations that reflect any field changes during construction. Upon completion and receipt of the final signed and sealed as-built from the contractor, Consultant will provide an As-Built Certification to the Client.

### Deliverables

The following deliverables will be provided:

1. As-built Certification
2. Punch List, Close-out and Final Project Certification

## **TASK 7.0 – REIMBURSABLE EXPENSES**

Consultant will not be responsible for any Permit and Plan Review Fees. Fees have been estimated based on preliminary discussions with the Regulatory Agencies. This task shall be budgeted according to the estimated permit direct cost for every agency as reimbursable expense. The Permit and Plan Review Fees in this task will be charged against this budget item and reimbursed to the Consultant after presenting the corresponding receipts. Permit and Plan Review Fees will be reimbursed at actual cost. Printing of any hard copy sets of drawings needed to obtain approvals will be billed to the Client using this task.

## **PROJECT ASSUMPTIONS, EXCLUSIONS AND LIMITATIONS:**

The following are project assumptions and limitations.

1. All permitting application fees will be paid for by the Client.
2. Services related to advertisement of the project, conducting a pre-bid meeting, and distributing the addenda will be performed by the Client. CONSULTANT shall attend pre-bid meeting and assist with providing responses to questions for addenda, as stated within the scope of services.
3. Legal assistance is not included in this scope.
4. It is anticipated that no hazardous materials (e.g., asbestos, lead paint) or hazardous waste are involved in the project. Surveys for hazardous materials and as needed pre-demolition environmental abatement are not included in this scope of work. NMB WATER shall test and inspect the pipes. CONSULTANT will coordinate with NMB WATER for this survey. Any significant changes to the design resulting from the testing activities may require an amendment to this scope of services.
5. Artistic renderings, models, or mock-ups are not included in this scope of work.
6. Sustainable Design Plan is not included in this scope of work.
7. At the end of each design milestone (30% and 90%), NMB Water will review the plans and technical specifications (if available) and forward review comments to Consultant within 15 calendar days.
8. CONSULTANT shall utilize the NMB WATER's latest standard forms, construction contracts, standard design details, and design criteria and policies in completing the Construction Package.
9. CONSULTANT will perform interdisciplinary coordination and supervision of sub-consultants during the performance of the services.
10. Dewatering permit is not included in this proposal. During construction, if required, it is the responsibility of the Contractor to obtain approval for dewatering activities.
11. Corrosion monitoring and testing is not included in this proposal.
12. It is assumed that NMB WATER and other utilities will provide CONSULTANT as-built records information as requested by CONSULTANT pertaining to the project area/design as deemed necessary.
13. Preparation of construction schedule is not included in this scope of work.
14. Cost and scheduling control during construction is not included in the scope of services.
15. If, due to unforeseen conditions, the pipe alignment is significantly changed during construction and goes outside of the above-described scope, CONSULTANT will identify additional scope and fees and submit to the Client for approval.
16. Subsurface geophysical utility investigations, soft digs or other, as described on ASCE 38-02, are not included in this proposal. If required, they shall be provided by the Client.
17. Water flow projections and modeling, if needed, are not included in this scope of services.
18. Daily field inspections are not included in the scope of services included above.
19. No environmental or remediation plans are included in this scope of work.
20. Public Outreach is not included in this scope of work.
21. Groundwater modeling associated with contaminated plume movement due to dewatering activities is included in this proposal.
22. Preparation of archaeological and ecological studies not included.
23. Trees will be identified in the survey and trunk and canopy size will be noted. A detailed tree survey is not included in this scope of work.
24. Preparation of ALTA/NSPS Land Title Survey is not included in this scope of work.
25. Tree relocation and/or mitigation plans are not included in this scope of work.
26. Trenchless design is not included in this scope of work. If required, Consultant will submit a



proposal for additional services.

27. Preparation of reproducible record prints of drawings showing changes made during construction, based upon the as-builts provided by the Contractor, is not included in this scope.
28. Fees associated with this Attachment 1A have been prepared under the assumption that both the Norland Southeast and Pinetree South projects will be approved concurrently by the Client as separate Task Orders, to follow the same timeline for design.
29. 60-percent design will move forward after City's acceptance of the pipe alignment discussed and presented during the meeting at 30-percent design.

**PROPOSAL FOR  
ENGINEERING SERVICES FOR CITY OF NORTH MIAMI BEACH PINETREE PARK SOUTH  
SYSTEM WIDE WATER MAIN REPLACEMENTS (WATR2007V)**

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**STAFFING**

Proposed staff includes the following:

Principal – Albert Perez, PE

Project Manager – Melissa Jauregui, P.E

Expert Civil – Alan Sterental, P.E

Civil Engineer – Jose Davila, P.E.

Engineer I – Maria Cogliando

Senior Designer – Dwain Loughney

QA/QC Engineer – Kimberly Devendorf, P.E.

Estimator/Scheduler – Stefani Couch

**PROPOSAL FOR  
ENGINEERING SERVICES FOR CITY OF NORTH MIAMI BEACH PINETREE PARK SOUTH  
SYSTEM WIDE WATER MAIN REPLACEMENTS (WATR2007V)**

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**SCHEDULE**

Table 1 presents the proposed schedule for the Project.

<b>Table 1. Proposed Schedule</b>		
<b>Phase</b>	<b>Activity/Task</b>	<b>Months from NTP</b>
<b>Design</b>	Kick-Off/Initial Progress Meeting	0.5
	Field Investigations (Survey/Geotechnical)	3.0
	60% Design Submittal	6
	90% Design and Permit Submittal	7.5
	100% Design / Bid Documents	9.5
<b>Procurement</b>	Bid Support Services	3 months
<b>Construction</b>	NTP for Construction	TBD
	Construction Kick-off Meeting	TBD
	Final Completion	TBD

The review periods for each submittal shall not exceed fifteen (15) calendar days and shall be included in the project design schedule.

**PROPOSAL FOR  
ENGINEERING SERVICES FOR CITY OF NORTH MIAMI BEACH PINETREE PARK SOUTH  
SYSTEM WIDE WATER MAIN REPLACEMENTS (WATR2007V)**

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**ENGINEERING FEES**

CONSULTANT Fees are provided herein for the scope of work included in this document. Fees will be on a lump sum and not-to-exceed (NTE) basis in accordance with the contract with the City of North Miami Beach. The Total Lump Sum Fee is **FIVE HUNDRED TWENTY-NINE THOUSAND AND NINE HUNDRED SEVENTY NINE DOLLARS WITH SEVENTEEN CENTS** (\$529,979.17) and the amount of FIVE THOUSAND DOLLARS (\$5,000) for reimbursable expenses. Below is a breakdown of fees by Task.

**CITY OF NORTH MIAMI BEACH**  
**Proposal for Pinetree Park South Water Main Replacement**

TASK DESCRIPTION	BC Labor	SUBCONSULTANTS		TOTAL
		Fortin Leavy (Survey)	Nutting Engineers (Geotech)	
PHASE 1 - Project Management, Administration and Coordination	\$12,872.55			\$12,872.55
PHASE 2 - Field Investigations	\$2,765.28	\$106,000.00	\$9,975.00	\$118,740.28
PHASE 3 - Design	\$349,195.66			\$349,195.66
PHASE 4 - Permitting	\$16,395.04			\$16,395.04
PHASE 5 - Bidding Support Services	\$5,099.00			\$5,099.00
PHASE 6 - Construction Phase Engineering Services	\$27,676.64			\$27,676.64
<b>Total Lump sum</b>				<b>\$529,979.17</b>
TASK NO. 7 - Reimbursable Expenses	\$5,000.00			\$5,000.00
				<b>\$534,979.17</b>

**PROPOSAL FOR  
ENGINEERING SERVICES FOR CITY OF NORTH MIAMI BEACH PINETREE PARK SOUTH  
SYSTEM WIDE WATER MAIN REPLACEMENTS (WATR2007V)**

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**ATTACHMENTS**

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Attachment A2 – Engineering Services Labor and Expense for Prime (Prime LOE)

Attachment B – Sub-Consultant Labor and Expense (Sub-Consultant LOE)

**Attachment A2 –  
Engineering Services Labor and Expense for Prime (Prime LOE)**

FEE ESTIMATE											
City of North Miami Beach											
Proposal for Pinetree Park South Water Main Replacement											
		General Engineering and Administrative									
		Sr. Vice President / Principal	Chief Engineer	Principal Engineer	Supervising Engineer - QA/QC	Senior Engineer	Supervising Cost Estimator	Senior Designer	Engineer I		
										Labor	Labor
	Billing Labor Rate	\$305.95	\$272.56	\$209.52	\$225.40	\$179.62	\$174.57	\$134.38	\$113.70	Hours	Cost
	TASKS										
PHASE 1 - Project Management, Administration and Coordination											
Task 101	Project Management	1		30					2		
Task 102	Project Meetings and Summaries		6	8		14			2		
	Hour Subtotal	1	6	38	0	14	0	0	4	63	
	Labor Cost Subtotal	\$306	\$1,635	\$7,962	\$0	\$2,515	\$0	\$0	\$455		\$ 12,872.55
PHASE 2 - Field Investigations											
Task 201	Survey		2	1		2		2			
Task 202	Geotechnical		2	1		2		2			
	Hour Subtotal	0	4	2	0	4	0	4	0	14	
	Labor Cost Subtotal	\$0	\$1,090	\$419	\$0	\$718	\$0	\$538	\$0		\$ 2,765.28
PHASE 3 - Design											
Task 301.1	60% Design		40	2	18	280	26	1160			
Task 301.2	60% Specs		8		6	22			12		
Task 302.1	90% Design		24	2	12	80		330			
Task 302.2	90% Specs		6		4	12	16		10		
Task 303.1	100% Design / Bid Set		8	2	8	40	8	150			
Task 303.2	100% Specs		4		4	8			6		
	Hour Subtotal	0	90	6	52	442	50	1640	28	2308	
	Labor Cost Subtotal	\$0	\$24,530	\$1,257	\$11,721	\$79,392	\$8,729	\$220,383	\$3,184		\$ 349,195.66
PHASE 4 - Permitting											
4.1	FDEP Water Main Extension		1			4		6	2		
4.2	City of Miami Gardens Fire Dept.		1			4		6	2		
4.3	MDC Health Department		1			4		6	2		
4.5	City of Miami Gardens Public Works Dept.		2			4		6	2		
4.6	NMB Water Review		2			4		6	2		
4.7	DTPW Dry-run Approval		2			4		6	2		
4.8	FDEP NPDES		2			1			2		
4.9	Miami-Dade Co. Transit		2			5		6	2		
	Hour Subtotal	0	13	0	0	30	0	42	16	101	
	Labor Cost Subtotal	\$0	\$3,543	\$0	\$0	\$5,389	\$0	\$5,644	\$1,819		\$ 16,395.04
PHASE 5 - Bidding Support Services											
5.1	Bidding Support Services		4	2		14		8			
	Hour Subtotal	0	4	2	0	14	0	8	0	28	
	Labor Cost Subtotal	\$0	\$1,090	\$419	\$0	\$2,515	\$0	\$1,075	\$0		\$ 5,099.00
PHASE 6 - Construction Phase Engineering Services											
6.1	Preconstruction Conference		2			2					
6.2	Construction Progress Meetings		8			24					
6.3	Requests for Information		4		2	12		16			
6.4	Review Change Order Requests		4			12		4			
6.5	Shop Drawings / Submittals Review		4			8					
6.6	Site Visits		8			16					
6.7	Substantial Completion		2		2	2					
6.8	As-Builts		2		2	4					
	Hour Subtotal	0	34	0	6	80	0	20	0	140	
	Labor Cost Subtotal	\$0	\$9,267	\$0	\$1,352	\$14,370	\$0	\$2,688	\$0		\$ 27,676.64
TOTALS											
	Total Labor Hours	1	151	48	58	584	50	1714	48	2654	
	Total Labor Cost	\$306	\$41,157	\$10,057	\$13,073	\$104,898	\$8,729	\$230,327	\$5,458		\$414,004.17



**Attachment B –  
Sub-Consultant Labor and Expense (Sub-Consultant LOE)**

**Fortin, Leavy, Skiles, Inc.**  
**Consulting Engineers, Surveyors & Mappers**  
**180 NE 168<sup>th</sup> Street**  
**North Miami Beach, FL 33162**  
**Phone 305-653-4493**

January 29, 2024

Ms. Melissa M. Jauregui  
Brown & Caldwell

**Re: Water Main Replacement –  
Pinetree South Section  
(Approximately 20,500 linear feet)  
City of North Miami Beach, Miami-Dade County, FL.**

Dear Ms. Jauregui:

Per your request, our proposal to prepare a Right-of-Way Survey of the areas shown in orange, green and purple as shown in the attached exhibit, to include the following:

**Topographic Survey:**

ÉThe survey along NE 2nd Avenue will start on the ROW of the west side to the first lane of the road.

(Right of way lines will be based on recorded plats and research done on the property appraisers)

ÉEstablish horizontal and vertical control points to support the survey efforts.

ÉVertical control (elevations) will be based on North American Vertical Datum of 1988 (NAVD 88).

ÉHorizontal control will be based on the Florida State Plane Coordinates System, East Zone, North American Datum of 83/2011.

ÉElevations will be measured approximately every 50 feet, at centerline and high and low spots.

ÉLocate surface features within the survey limits as follows: buildings, fences, pavement, driveways, paved swales, sidewalks, slabs, curbs, walls, fences, and signage.

ÉLocate visible surface evidence of utilities as follows: utility poles, guy wires, street lighting, storm sewer structures, sanitary sewer structures, wire pull boxes, cable enclosures, utility cabinets, valves, valve boxes, meter boxes, backflow preventers, fire hydrants, and overhead utilities.

ÉMeasure the rim, invert and bottom elevation of sanitary and storm sewer structures that are accessible.

Determine pipe types, size, and flow direction, when possible. At lift station obtain wet well bottom and dry pit/valve bottom elevation and dimensions. Structures located within active roadways will be as-built at the field crew's discretion, based on safety considerations.

ÉClient to coordinate access to Lift Station structures secured with a lock.

ÉLocate pavement striping and parking spaces with type.

ÉLocate trees, obtain tree trunk diameter and common name. (Approximately 170 trees)

This proposal is made on the condition that printing and courier charges are to be paid for by the owner/client. If additional work is required, or errors in the legal description, then that work will be performed at our attached hourly rates. Work will be completed within **3 – 4 months, weather permitting**, from the date we receive authorization to proceed.

Total fee for the above-mentioned surveying services: **\$106,000.00**

If you have any questions or need additional information about this quote, please call me.

Respectfully submitted,  
**FORTIN, LEAVY, SKILES, INC.**

Daniel C. Fortin, Jr., PSM  
President



**Fortin, Leavy, Skiles, Inc.**  
**Consulting Engineers, Surveyors & Mappers**  
**180 NE 168<sup>th</sup> Street**  
**North Miami Beach, FL 33162**  
**Phone 305-653-4493**

## **Exhibit “A”**

### **ADDITIONAL AND CONTINGENT WORK**

Any additional work required, that is of an extraordinary nature, and/or not covered in this proposal, will be performed on an hourly basis at the following rates, upon authorization by the Owner.

Principal Civil Engineer	\$190.00/hr
Registered Civil Engineer	\$180.00/hr
Principal Surveyor & Mapper	\$190.00/hr
Professional Surveyor & Mapper	\$175.00/hr
Civil Engineering Project Manager	\$155.00/hr
Engineer Technician	\$135.00/hr
CAD Technician	\$120.00/hr
Secretarial	\$70.00/hr
Plat Processor	\$190.00/hr
Expert Witness Consulting	\$235.00/hr
Expert Witness Testimony & Depositions	\$425.00/hr

#### **Survey Crews-Fully Equipped:**

Two-Man Crew	\$200.00/hr
Three-Man Crew	\$230.00/hr
Four-Man Crew	\$255.00/hr

Reimbursable printing and delivery charges - Billed at our cost

Out of Town Travel ó Billed at our cost plus 10%

### **EXHIBITS “A” & “B” ACCEPTANCE:**

**By:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

## **Exhibit “B”**

### **GENERAL CONDITIONS**

1. Our invoices will be submitted monthly, based on the percentage of completed work, and payments shall be made by the owner/client within thirty (30) days of the statement date. All accounts 30 days past due are subject to a 1.5% per month service charge plus all legal and collection fees. If the owner/client fails to make payments when due or otherwise is in breach of this Agreement, Fortin, Leavy, Skiles, Inc. (FLS, Inc.) may suspend performance of services upon 7 calendar days notice to the owner/client. Fortin, Leavy, Skiles, Inc. shall have no liability whatsoever to the owner/client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the owner/client. Upon payment in full by the owner/client, FLS, Inc. shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for Fortin, Leavy, Skiles, Inc. to resume performance
2. This proposal is valid for ninety (90) days from date submitted.
3. The hourly rates quoted herein are valid for one year after the date the proposal is submitted.
4. If the scope of the project or site plan configuration changes after this proposal is accepted, we reserve the right to submit either a revised proposal based on the then current scope/plans or continue work to be performed at our hourly rates.
5. All governmental fees shall be paid by the owner/client.
6. The cost of reimbursable prints, reproductions, and courier delivery services will be billed at our cost, and are not included in the fees quoted herein.
7. The services to be performed by Fortin, Leavy, Skiles, Inc. under this Agreement are intended solely for the benefit of the owner. Nothing contained herein shall confer any rights upon or create any duties on the part of Fortin, Leavy, Skiles, Inc. toward any person or persons not a party to this Agreement including, but not limited to any contractor, subcontractor, supplier, or the agents, officers, employees, insurers, or sureties of any of them.
8. The owner and Fortin, Leavy, Skiles, Inc. waive all rights for damages, each against the other and against the contractors, consultants, agents, and employees of the other, but only to the extent covered by property insurance during or after construction, except such rights as they may have to the proceeds of such insurance. The owner and Fortin, Leavy, Skiles, Inc. each shall require similar waivers from their contractors, consultants, and agents.
9. Drawings, calculations, sketches, field books, field notes, electronic field data, computer files, and other similar documents are instruments of service, and as such are to remain the property of Fortin, Leavy, Skiles, Inc.

January 24, 2024

Revised: 1/26/2024

Brown & Caldwell

Attn: Mr. Diego Herrera, PE

1560 Sawgrass Corporate Parkway/ Ste. 240

Sunrise, FL 33323

Phone: 954.200.7234/ Cell: 954.298/.00061/ Email: dherrera@brwncald.com

Re: Proposal/Agreement for Geotechnical Exploration Services  
Water Main Replacement – Pinetree Park  
Various Locations  
North Miami Beach, FL

Dear Mr. Herrera:

Nutting Engineers of Florida, Inc. (NE) is pleased to present this proposal/agreement for performing geotechnical engineering services at the referenced project.

Per your email dated January 24, 2024 and review of the site information, plan, and aerial photo provided therein, we understand that plans for this project include the installation of approximate 22,500 lineal feet of 4-inch, 8-inch, and 12-inch diameter water main via open trench at the referenced site. There will be three feet of cover over the pipes. The project is bounded by NW 163<sup>rd</sup> Street to the north, NW 55<sup>th</sup> Terrace to the south, NW 27<sup>th</sup> Court to the east and NW 32<sup>nd</sup> Avenue to the west. Based on your request for proposal and our understanding of the project, we propose the following scope of work and fee schedule.

#### **SCOPE OF WORK**

We propose to perform 45 Standard Penetration Test (SPT) borings in general accordance with ASTM D-1586 specifications to a depth of 10 feet each. This equates to one boring every approximate 500 feet of water main. We assume the site is accessible to truck mounted drilling equipment and that underground utilities will be cleared by others prior to our performing the on-site work.

At the completion of the on-site work, the soil samples will be returned to our laboratory. We will provide an engineering report including a description of our findings, general trenching and backfill criteria after discussions with Brown & Caldwell personnel, graphic logs of the test borings, and a test boring location plan. In order to provide information concerning the engineering properties of the soils encountered, it is anticipated that tests may be performed to determine natural water content, organic content, and sieve analysis on representative soil samples collected from the site.

## **FEE SCHEDULE**

The above-indicated scope of work will be performed for an estimated cost of \$9,975.00 based on the following rates and quantities:

Tech. site visit, boring layout, utility clearance	Lump Sum	\$1,000.00
Mobilization of equipment/crew	2 @ \$350.00	\$700.00
MOT (signage only)	Lump Sum	\$750.00
SPT borings* (truck mounted drill rig)	Lump Sum	\$5,625.00 (min)
Soil classification/ laboratory analysis	Lump Sum	\$500.00
Project Engineer	Lump Sum	\$1,000.00
Principal Engineer	Lump Sum	\$250.00
Project administration/ clerical	Lump Sum	\$150.00

\*If loose or deleterious soil is encountered it may be necessary to extend the soil boring(s).

Additional requested and authorized services beyond those described above will be provided at customary unit rates with expenses at cost +20%. Also, the above rates are based on normal business hours. If this work requires night/ weekend hours, the unit rates will be increased by 1.5.

### **Construction Materials Testing (as may be required):**

Pile monitoring - \$75.00/hour  
Special inspections - \$105.00/hour (min. 2 hrs. / trip)  
Proctors - \$180.00/test  
Density tests - \$35.00/test (5 min/trip)  
Concrete cylinders - \$125.00/set  
Trip charge (if required) - TBD  
Bearing capacity completion letter - \$150.00  
Clerical/ Admin. - \$50.00/hour  
Professional Engineer - \$150.00/hour

**Once we receive the executed/ signed proposal, project scheduling will commence.** The on-site work should take approximately four to five business days to complete. The geotechnical report should be available within approximately 15 - 18 business days after the on-site work is completed.

NE has been offering engineering, testing and inspection services for over 50 years in South Florida and the Treasure Coast. Our commitment to practical, cost-effective solutions supported by responsive client service distinguishes the firm and enables us to solve your most demanding technical challenges. One of the key constituents for NE's success is our staff of experienced engineering and environmental professionals and technicians that are registered/certified and have been trained to provide a wide range of testing and inspection services. Our laboratory is certified and checked annually by the Construction Materials Engineering Council (CMEC) and Florida Department of Transportation (FDOT).

Our affiliated company, Nutting Environmental of Florida, Inc. (NEF), can assist in your environmental needs. For over thirty years, NEF has performed a wide variety of environmental consulting services throughout Florida including Phase I and II environmental site assessments, storage tank removal and tank closure assessments, contamination assessments, design and implementation of remedial action plans (RAP), groundwater monitoring for solid waste and Hazmat permit requirements, assistance with dewatering permitting and much more. Please call 561-732-7200 to speak with an NEF project manager regarding these services.

Thank you for providing us the opportunity to present this proposal/agreement. We look forward to working with you on this and future projects.

Respectfully submitted,  
**NUTTING ENGINEERS OF FLORIDA, INC.**

Scott Ersland  
Division Manager

Richard C. Wohlfarth, P.E.  
Principal/ Director of Engineering

Reports and invoices will be addressed to the client as listed below unless other instructions are provided in writing with this executed proposal. The undersigned, as an authorized representative of the entity listed below, approves this proposal and agrees to be bound by the terms and conditions contained in this proposal. Deposit amounts are collected at time of written authorization to proceed. If you are a first-time client, we request that the balance due for these services be paid at the time of report completion. Once your account is established, our terms are net 30 days. Any invoices over 30 days will be assessed a 1 1/2 percent service charge per month until paid in full.

**PLEASE ENTER INFORMATION LEGIBLY BELOW SO IT CAN BE UTILIZED FOR PROJECT SET-UP:**

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

PRINT NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

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

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

PHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

Water Main Replacement Pinetree Park Brown & Caldwell Various Locations N Miami Bch geo 1-24-24 rev 1-26-24



**General Terms and Conditions**

For the purpose of this project, the addressee of this proposal will be known as the Client. The client is expected to furnish NUTTING ENGINEERS OF FLORIDA, INC. ("NE"), with accurate information including sketch of survey and/or site plan, construction drawings/specifications as appropriate, details of proposed construction including the proposed structural system and loads or existing construction problem information and site accessibility information as appropriate. Other information requirements may be detailed in the enclosed proposal. IF ANY CONDITIONS CHANGE such as building layout, loading, project specifications/design, or unusual site conditions are observed, NE should be notified immediately in writing about the changed condition for possible review and comment. Should the Client wish to impose other conditions and requirements beyond those contained in this proposal such as in a separate contract, we reserve the option to modify contract language, fee amounts, to remove our proposal from consideration or other measures as may be indicated.

**Delivery** – Scheduled upon receipt of written authorization to proceed and deposit unless other arrangements are agreed to in writing. Additional report copies can be provided for a nominal fee to the Client. NE will exercise appropriate measures to ensure project completion within a reasonable time frame subject to existing workloads. However, NE will not be held responsible for unavailability of necessary project data and site access within the time frame agreed upon for the investigation. Project delivery may be delayed if the ENTIRE signed proposal and deposit are not received in a timely manner. The ENTIRE signed quotation should be returned along with the requested project information. This unsigned proposal is valid for 60 days.

**Payment** – No deposit required with signed agreement. Balance due upon completion of report. Directing NE to proceed with the work shall constitute acceptance of the terms of NE's proposal and these General Terms and Conditions. Interest at the rate of 18% per annum or the highest rate allowable by law whichever is less, will be added to all amounts not paid within 30 days after date of invoice. All attorney fees and expenses associated with collection of past due invoices will be paid by Client.

**Insurance** – NE maintains Workers' Compensation and Employer's Liability Insurance in conformance with state law. In addition, we maintain Comprehensive General Liability Insurance and Automobile Liability Insurance with bodily injury limits of \$1,000,000.00 and property damage limits of \$1,000,000.00. A certificate of insurance can be supplied evidencing such coverage which contains a clause providing that fifteen days written notice be given prior to cancellation.

**Right-of-Entry** - Unless otherwise agreed, Client will furnish right-of-entry on the property for NE to make the planned borings, surveys, and/or explorations. NE will not be responsible for removing fences, earth berms, vegetation or other obstructions for purposes of our investigation. NE will take reasonable precautions to minimize damage to the property caused by its equipment and sampling procedures, but the cost of restoration or damage which may result from the planned operations is not included in the contracted amount. If Client desires to restore the property to its former condition, NE will accomplish this and add the cost to its fee. Client agrees to waive all claims arising from or related to the failure to provide NE with proper access to conduct its work.

**Damage to Existing Man-made Objects** - It shall be the responsibility of the Owner or his duly authorized representative to disclose the presence and accurate location of all hidden or obscure man-made objects relative to routes of access, field tests, sampling, or boring locations. When cautioned, advised or given data in writing that reveal the presence or potential presence of underground or over-ground obstructions, such as utilities, septic tanks, etc., NE will give special instructions to its field personnel. In addition, Client waives any claim against NE arising from damage to existing man-made objects.

**Warranty and Limitation of Liability** - NE shall perform services for Client in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of competent consultants practicing in the same or a similar locality as the project. In the event any portion of the services fails to comply with this warranty obligation and NE is promptly notified in writing prior to one year after completion of such portion of the services, NE will re-perform such portion of the services, or if re-performance is impracticable, NE will refund the amount of compensation paid to NE for such portion of the services. This warranty is in lieu of all other warranties. No other warranty, expressed or implied, including warranties of merchantability and fitness for a particular purpose is made or intended by the proposal for consulting services, by furnishing an oral response of the findings made or by any representations made regarding the services included in this agreement. In no event shall NE or any of its professional employees be liable for any special, indirect, incidental or consequential loss or damages, including but not limited to impact and delay claims. The remedies set forth herein are exclusive and the total liability of consultant whether in contract, tort (including negligence whether sole or concurrent), or otherwise arising out of, connected with or resulting from the services provided pursuant to this Agreement shall not exceed the total fees paid by Client or \$50,000.00, whichever is greater. At additional cost, Client may obtain a higher limit prior to commencement of services.

**PURSUANT TO §558.0035, FLORIDA STATUTES, NE'S INDIVIDUAL EMPLOYEES AND/OR AGENTS MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THEIR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT.**

**Indemnification** – Client agrees to defend, indemnify and save harmless NE from all claims, including negligence claims, suits, losses, personal injuries, death and property liability resulting from NE's performance of the proposed work, whether such claims or damages are caused in part by NE, and agrees to reimburse NE for expenses in connection with any such claims or suits, including reasonable attorney's fees. Client's obligation to indemnify is limited to \$2 million per occurrence, which Client agrees bears a reasonable commercial relationship to the Work undertaken by NE. Client further agrees that these general conditions are a part of the Work's specifications or bid documents, if any.

**Sampling or Testing Location** - Unless specifically stated to the contrary, the unit fees included in this proposal do not include costs associated with professional land surveying of the site or the accurate horizontal and vertical locations of tests. Field tests or boring locations described in our report or shown on our sketches are based on specific information furnished to us by others and/or estimates made in the field by our technicians. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated in the report. It is understood that all drilling locations are accessible to conventional truck mounted drilling equipment unless otherwise specified by the client. If unscheduled remobilizations or use of portable or all terrain equipment is required additional charges will apply. NE will attempt to clear utilities at our excavation/test locations by manual drilling to 3' below land surface (BLS). Any utilities/obstructions present at client specified test locations or below 3' BLS will be the responsibility of the client.

**Sample Handling and Retention** – Generally soil test samples are retained for approximately three months after which time they will be discarded unless written instructions to the contrary are received from the client.

**Legal Jurisdiction** - The parties agree that any actions brought to enforce any provision of this Agreement shall only be brought in a court of competent jurisdiction located in Palm Beach County, Florida. Any and all causes of action arising out of NE's performance of the Work, including but not limited to claims for indemnity, contribution and equitable subrogation, shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than the date of NE's last invoice for the Work performed hereunder.

**Force Majeure** - NE shall not be held responsible for any delay or failure in performance of any part of this Agreement to the extent such delay or failure is caused by fire, flood, explosion, war, strike, embargo, government requirement, civil or military authority, acts of God, act or omission of subcontractors, carriers, client or other similar causes beyond its control.

**Documents** - NE shall be entitled to rely upon the accuracy and completeness of all surveys, reports and information furnished by the client. If conditions different from those described in our report are found at the site, NE should be notified in writing immediately upon discovery. NE reserves the right to revise conclusions and recommendations presented in the final report should additional information regarding the project become available. All permits will be obtained by others unless otherwise specified in this proposal or in writing to NE. NE has no liability for consequences of information not provided or unavailable or otherwise not reviewed or known from the normal sources customarily examined by NE in such investigations within the time frame allowed for this investigation under this agreement. The client, entities identified in writing on the address portion of our report, design team professionals engaged by our client and building official staff are entitled to use and rely upon NE'S reports for purposes of the current project. **Other parties are not authorized to use or rely upon NE'S reports unless NE so states in writing.**

NE - General Contract Terms and Conditions May 2017

cc: Connie Gworek – Business Development Associate  
Pavel Cruz – CMT Division Manager

Water Main Replacement Pinetree Park Brown & Caldwell Various Locations N Miami Bch geo 1-24-24 rev 1-26-24



**Legislation  
11.7.**

City of North Miami Beach  
17011 NE 19 Avenue  
North Miami Beach, FL 33162  
305-947-7581  
[www.citynmb.com](http://www.citynmb.com)

**MEMORANDUM**

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<b>TO:</b>	Mayor and City Commission
<b>FROM:</b>	Andrea Suarez-Abastida, NMB Water Director
<b>VIA:</b>	City Manager Mario A. Diaz
<b>DATE:</b>	April 16, 2024

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Resolution No. R2024-57 Approving Continuing Services Agreement Task Order for Engineering  
**RE:** Services from Brown and Caldwell for Engineering Design Services for Norland Southeast (Andrea Suarez-Abastida, NMB Water Director)

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**Description**

NMB Water seeks to move water mains and water services to the public right-of-way. This project includes installation of approximately 2,900 Linear Feet (LF) of 12-inch, 15,500 LF of 8-inch, and 3,900 LF of 4-inch water mains. All interconnections, service connections and stub-outs on the existing pipelines will be transferred to the proposed or existing pipelines. Additionally, fire hydrants will be installed along the proposed pipelines per Fire Department's requirements.

**BACKGROUND  
ANALYSIS:**

The existing water lines within City of Miami Gardens were installed in the 1940's and have been experiencing failures. NMB Water recognizes the effects of watermain breakages and is proactively replacing the necessary pipelines to ensure the reliability of the water system. This project will yield in greater reliability and reduce disruption in water service for residents. Additionally, the installation of new water lines will provide fire flow improvements.

**RECOMMENDATION:** City Manager and the Chief Procurement Officer recommend that the City

Commission approve and authorize the City Manager or designee to enter into a Task Order with Brown & Caldwell in the amount of \$411,056.00 for the Norland Southeast Project

**FISCAL/ BUDGETARY** As approved in the adopted FY24 budget appropriation.  
**IMPACT:**

---

ATTACHMENTS:

Description

- ▣ Resolution
- ▣ Exhibit A - Task Order

**RESOLUTION NO. R2024--**

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING A TASK ORDER FOR ENGINEERING SERVICES FOR THE PROJECT MANAGEMENT OF THE WATER MAIN REPLACEMENT - NORLAND SOUTHEAST; IN AN ESTIMATED AMOUNT OF \$411,056.00, UNDER THE “CONTINUING SERVICES AGREEMENT” WITH BROWN AND CALDWELL FOR PROFESSIONAL CONSULTING SERVICES; AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; SCRIVENER ERRORS, SEVERABILITY; AND AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to Chapter 166, Florida Statutes and Section 1.4 of the Charter of the City of North Miami Beach (“City”), the City shall have all available governmental, corporate, and proprietary powers and may exercise them except when prohibited by law; and

**WHEREAS**, on July 21, 2020, the City Commission approved Resolution R2020-62 for RFQ 22-018-MC “Continuing Services Agreement for Architectural/Engineering, Landscape Architect and Surveying Services.” Subsequently, the City executed agreements with the ranked firms that met the qualifications and provided firm pricing under the solicitation specifications – including an agreement with Brown and Caldwell. (“Brown & Caldwell”) on June 11, 2021, for a term of three (3) years, with two, one (1) year options to renew (“Continuing Services Agreement”); and

**WHEREAS**, City staff is recommending the City Commission approves a new Task Order with Brown & Caldwell to provide project management, administration, coordination, and related services in the amount of \$411,056.00 to perform system-wide water main replacement at Norland Southeast, Miami Gardens (“Project”); and

**WHEREAS**, Section 3-3.14 of the Code of Ordinances City of North Miami Beach, Florida, 2008 (“Code”) provides that contracts more than fifty thousand dollars (\$50,000.00) shall be awarded by the City Commission; and

**WHEREAS**, the City Manager and the Chief Procurement Officer recommend that the City Commission approve and authorize the City Manager or designee to enter into a Task Order with Brown & Caldwell in the amount of \$411,056.00 for the Project; and

**WHEREAS**, the Mayor and City Commission believe it is in the best interests of the City to authorize the City Manager or designee to enter into a Task Order with Brown & Caldwell in the amount of \$411,056.00 for the Project.

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

**Section 1.** The foregoing whereas clauses are true and correct and adopted as the legislative and administrative findings of the City Commission and made a specific part of this Resolution; all exhibits attached hereto are made a specific part of this Resolution.

**Section 2.** The Task Order with Brown & Caldwell in the amount of \$411,056.00 for the Project, attached as Exhibit “A,” is approved and the City Manager or designee is authorized to sign the Task Order on behalf of the City.

**Section 3.** The City Manager or designee is authorized to do all things necessary to effectuate this Resolution.

**Section 4.** All Resolutions or parts of Resolutions in conflict with this Resolution are repealed to the extent of such conflict.

**Section 5.** Any scrivener or typographical errors that do not affect intent may be corrected with notice to, and the authorization of the City Attorney and City Manager without further process.

**Section 6.** If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are declared to be severable.

**Section 7.** This Resolution shall take effect immediately upon adoption.

**APPROVED AND ADOPTED** by the City of North Miami Beach City Commission at the regular meeting assembled this **16<sup>th</sup> day of April 2024**.

ATTEST:

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ANDRISE BERNARD, MMC  
CITY CLERK

---

EVAN S. PIPER  
MAYOR

(CITY SEAL)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE  
AND RELIANCE OF THE CITY OF NORTH MIAMI BEACH ONLY:

---

JOSEPH S. GELLER  
CITY ATTORNEY

Sponsored by: Mayor & Council

**RESOLUTION NO. R2024**



## PROCUREMENT EXPLANATION MEMO

PROCUREMENT MANAGEMENT DIVISION

TO: **Mario A. Diaz**  
City Manager

**Exhibit A**

VIA: Chief Procurement Officer

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

\_\_\_\_\_  
Title/Department

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

RE: \_\_\_\_\_

Fiscal Amount not to Exceed: \$ \_\_\_\_\_

Vendor # \_\_\_\_\_

**Purpose (How does it align with City NMB Strategic Plan?):**

**Background:**

**Recommendation:**

NMB Water Recommends for Brown and Caldwell to provide design, bidding, and construction phase services for the System-wide WM Replacements Norland Southeast project.

**Fiscal Impact / Account Number(s):**

**Contact Person(s):**

**CONSULTANT TASK ORDER NO. 001**  
**STATEMENT OF WORK**

This Statement of Work is executed between the CITY OF NORTH MIAMI BEACH ("CITY") and Brown and Caldwell ("CONSULTANT").

CITY and CONSULTANT agree that all of the Services authorized by this Statement of Work shall be subject to the terms and conditions set forth within the Agreement No. 19-082-MC for Professional Services on a Continuing Basis between CITY and CONSULTANT (the "Master Agreement"). Upon execution of this Statement of Work, the Master Agreement shall be incorporated into and be considered a part of this Statement of Work as if set forth herein in its entirety. Any capitalized terms which are not defined herein shall have the meanings defined in the Master Agreement.

1. Documents. The following Documents are incorporated into and shall be a part of this Statement of Work as if fully stated herein:
  - A. Detailed Consultant Scope of Work for Engineering Services related this RFP attached hereto as Attachment A1;
  - B. The Level of Effort (LOE) Justification attached hereto as Attachment A2;
  - C. All parts of standards, reference manuals, regulations, and similar documents cited in this Statement of Work; and,
  - D. The following documents (if any):\_\_\_\_\_.

2. Project Name, Description, and Number (the "Project"). The Project which is covered by this Statement of Work is named, described, and numbered as follows:

WATR2007u – System-wide Water Main Replacements – Norland Southeast

This project is a service associated with the CITY's selection of the CONSULTANT to provide professional services on a continuing basis in accordance with Florida Statute 287.055 – Consultants Competitive Negotiation Act ("CCNA"), CITY RFQ-19-082-MC for the following categories:

Category 2 – Water and Wastewater Engineering

3. CONSULTANT's Services. The Services to be performed by CONSULTANT under this Statement of Work include the following:

The CONSULTANT will provide design services, permitting application preparation and construction phase engineering services for water line distribution. The project consists of the design of approximately 1,400 Linear Feet (LF) of 12-inch, 3,300 LF of 8-inch, and 9,900 LF of 4-inch watermain.

A detailed scope of work for engineering services associated with this Task Order No. 001 is included in Attachment A1.

4. CONSULTANT's Deliverables. As part of CONSULTANT's Services, CONSULTANT shall provide the following Deliverables:

A list of all deliverables is contained in the detailed scope of work for engineering services, included in Attachment A1.

5. Project Milestone Schedule. The Project Milestone Schedule is as follows:

<b>Project Element</b>	<b>Duration (days)</b>
Notice to Proceed	0
Field Investigations	60 Days
60% Design Submittal	165 Days
90% Design	195 Days
100% Design / Bid Documents	270 Days

CONSULTANT's Key Employees and Project Staffing Team. The following are CONSULTANT's Key Employees and subconsultants/vendors who will perform CONSULTANT's Services under this Task Order, and, with respect to Key Employees, the corresponding percentage of that Key Employee's time that will be devoted to performance of CONSULTANT's Services, and, with respect to subconsultants/vendors, the Services and Deliverables to be provided by the subconsultant/vendor.

<u>Name of Key Employee</u>	<u>% of Time for Services</u>
<i>Albert Perez, PE</i>	0%
<i>Melissa Jauregui, PE</i>	2%
<i>Alan Sterental, PE</i>	6%
<i>Jose Davila, PE</i>	23%
<i>Maria Cogliando</i>	4%
<i>Dwain Loughney</i>	59%
<i>Kimberly Devendorf, PE</i>	2%
<i>Stefani Couch</i>	2%
<u>Name of Subconsultant/Vendor</u>	<u>Services to be Provided</u>
<i>Fortin Leavy Land Surveyors</i>	Survey
<i>Nutting Engineers</i>	Geotechnical

CONSULTANT shall not substitute or substantially revise the responsibilities of Key Employees nor change Key Employees without the prior written consent of CITY.



6. Compensation and Reimbursable Expenses. CONSULTANT's Compensation for its Services shall be in accordance with the Agreement and the Compensation Schedule. CONSULTANT shall be compensated for Reimbursable Expenses according to the following Compensation Schedule subject to the limitations stated in the Master Agreement.

- ☒ The total lump sum amount of \$ 406,055.86;
- ☒ Reimbursable on a time and material basis at the rates set forth in the Master Agreement with a not to exceed amount of \$ 5,000;

The total not-to-exceed amount for the time and material services include Reimbursable Expenses incurred in accordance with the Master Agreement.

7. CITY's Designated Representative.

Kevin Cevallos, PE  
CIP Project Manager, NMB Water

8. CONSULTANT's Designated Representative.

Albert Perez, Principal  
Brown and Caldwell  
[alperez@brwncald.com](mailto:alperez@brwncald.com)

9. Effective Date.

Notwithstanding anything herein to the contrary, this Statement of Work shall not be valid and enforceable unless and until CITY issues to CONSULTANT a purchase order for this Statement of Work. The Effective Date for this Statement of Work shall be the date of such purchase order.

CITY OF NORTH MIAMI BEACH:

CONSULTANT:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print

\_\_\_\_\_  
Print

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Title

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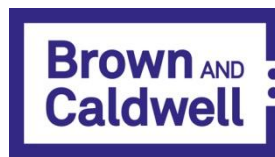
**PROPOSAL FOR  
ENGINEERING SERVICES FOR CITY OF NORTH MIAMI BEACH SYSTEM WIDE WATER  
MAIN REPLACEMENTS - NORLAND SOUTHEAST (WATR2007U)  
ATTACHMENT A1**

---

**Prepared for the City of North Miami Beach Water  
(NMB Water)**

**December 21, 2023  
(Revised January 31, 2024)  
(Revised February 12, 2024)  
(Revised February 14, 2024)**

Submitted by:



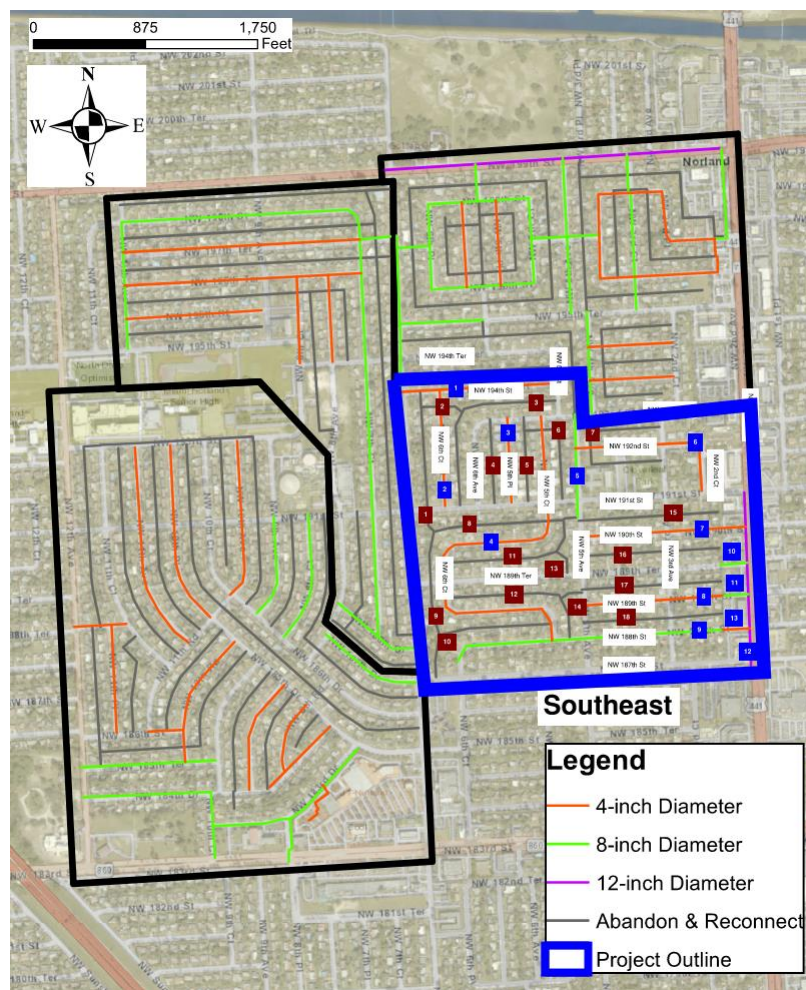
2333 Ponce de Leon Blvd., Suite R- 205  
Coral Gables, Florida 33134

# ENGINEERING SERVICES FOR CITY OF NORTH MIAMI BEACH SYSTEM WIDE WATER MAIN REPLACEMENTS - NORLAND SOUTHEAST (WATR2007U)

## Background and Introduction

North Miami Beach (NMB) Water has requested that Brown and Caldwell (CONSULTANT) provide engineering design services for the development of design documents, and limited services during construction for the installation of a series of small diameter pipelines in the Norland Southeast neighborhood.

The neighborhood is currently served by small and aged water mains that are located in back alleyways, which are difficult to maintain and operate. NMB Water is looking to move water mains and water services to the public right-of-way fronting the residences. The project consists of design of approximately 1,400 Linear Feet (LF) of 12-inch, 3,300 LF of 8-inch, and 9,900 LF of 4-inch watermains. All interconnections, service connections and stub-outs on the existing pipelines will need to be transferred to the proposed or other existing pipelines. Additionally, fire hydrants shall be installed on the proposed pipelines of adequate size per Fire Department's requirements. In addition, existing water mains, as described in the RFP, will need to be demolished, abandoned or remediated. Existing and proposed new pipes under this project are shown in the figure below.



The scope of work and associated fees is based on the RFP and information provided by NMB Water on October 2, 2023.

### **Project Scope of Work**

Design Consultant will prepare a design package for approximately 14,600 linear feet of new water mains shown in the figure above and as described in the RFP. The design package will include plan and profile sheets, details, and will be prepared in accordance with NMB Water Standard Details. The following tasks are anticipated and included in this scope and fee proposal:

Task 1 – Project Management, Administration and Coordination

Task 2 – Field Investigations

Task 3 – Design Documents

Task 4 - Permitting

Task 5 – Bidding and Support Services

Task 6 – Construction Phase Engineering Services

Task 7 - Reimbursable Expenses

These tasks are described in more detail in the pages that follow.

## **TASK 1.0 – PROJECT MANAGEMENT, COORDINATION AND PROGRESS MEETINGS**

Objective: To establish the project's goals and objectives. To sustain project activities required as part of the administrative and management elements of the project, such as project meetings, including review meetings, coordination meetings, quality control activities, and other informal meetings.

### Activities

#### **1.1 Project Management**

Project manager will manage and provide oversight of the project team including sub-consultants and perform day to day administrative and coordination duties to the project team relative to the project. This task includes development of a project management plan that clearly informs each team member of their assigned responsibilities, allocated budget, schedule and products.

The Project Manager will also develop and submit bimonthly invoices (every two months) and prepare formal progress status reports. The duration of the Design Phase is assumed at 9 months and Procurement Phase at 3 months. Invoicing will only take place during active phases of the project as described below.

Brown and Caldwell will be leading this subtask, with participation from City of North Miami Beach.

### Deliverables

The following deliverables will be provided under this task:

1. Bimonthly status reports and invoices.

#### **1.2 Project Meetings and Summaries**

Consultant will attend a project Kick-off meeting to discuss overall project goals and expected schedule. Consultant will attend deliverable review meetings (this includes the meeting to review and approve the pipe layout prior to the 60% design submittal). Consultant will attend progress review meetings as requested by the Client to discuss project progress and address any issues that may arise during construction. A total of twelve (12) 1-hour (virtual) meetings are included under this task. Preparation of meeting minutes is not included under this scope of work.

## **TASK 2.0 – FIELD SERVICES**

### **2.1 Topographic Survey**

Our services for this project will consist of obtaining survey information necessary for the design of the proposed water mains depicted in Figure 1 above and as described in the RFP. A detailed scope of work prepared by **Fortin, Leavy, Skiles, Inc. Land Surveyors** is included as part of the **Attachment B**. The goals and objectives of the survey investigation shall include the following:

1. To determine locations, dimensions, elevations and measurements for all existing above

- ground features along the water main route;
2. To obtain topographic information for all visible fixed items along the proposed water mains;
  3. To obtain specific boundary information, such as right of way lines, subdivision lines, lot lines, base lines and easement lines.
  4. To identify existing benchmarks and control points along the proposed force main route.

The survey shall meet current City of North Miami Beach standards and shall be signed and sealed by a Florida Registered Professional Land Surveyor. Scope of work above does not include survey of back alleys where demolition/abandonment of pipes is expected.

#### Deliverables:

- Electronic CAD files of survey in AutoCAD format (for developing 60% design plans)
- PDF electronic signed and sealed files of survey (for developing 60% design plans and for permitting use)

## **2.2 Geotechnical Investigation**

The Design Consultant will perform geotechnical investigation for the project. Consultant will prepare a geotechnical report to be signed and sealed by a professional engineer licensed in the State of Florida. A detailed scope of work prepared by *Nutting Engineers* is included as part of the **Attachment B**.

#### Deliverables

- Draft and Final Geotechnical Report

## **2.3 Subsurface Utility Engineering**

No scope under this task. Design will be based on available utility information obtained from as-builts collected from franchise utilities in the area. If needed, soft digs shall be provided by Client.

## **TASK 3.0 – DESIGN DOCUMENTS**

Objective: To prepare design documents for the proposed water mains in sufficient detail to satisfy permit requirements and to allow for competitive bidding and construction of all proposed improvements.

#### Activities

The CONSULTANT will complete a final design for the project. The final design services will include a multi-discipline design approach, with submittals to NMB Water at the 60 and 100-percent design stages. Design drawings and specifications will be developed for civil discipline. Design drawings will be in AutoCAD and in accordance with City of North Miami Beach standards.

Technical specifications will be based on the 50-Division format of the CSI in MS Word format. Electronic copies of documents will be provided to the Client in PDF format.

### 3.1 60-Percent Design

CONSULTANT will prepare 60-percent level plans and draft of technical specifications (Divisions 2 through 50). 60-percent design will follow the previously approved pipe alignment discussed at the 30-percent design level meeting included in task 1.2. 60-percent design will include a complete set of plan drawings indicating the collected survey and topographic information, existing utility locations as identified and located by the utility owners, main connections, applicable construction details, and draft technical specifications. Scope under this task includes, but is not limited to, the following:

1. Attend one Field Visit to the Project Site accompanied by NMB Water personnel. Consultant will evaluate existing conditions along the proposed water mains and will consider current field conditions and any proposed site improvements and/or changes that may impact the project.
2. Consultant will obtain site photographs and videos as deemed appropriate to record existing site conditions and assist in design of the proposed water mains.
3. CONSULTANT will perform a utility locate request by calling Sunshine State One Call of Florida. CONSULTANT will submit a request to those utilities identified from the Design Ticket to obtain as-built drawings for the existing underground utilities within the pipe alignment. CONSULTANT will coordinate with the utilities and update the Monthly Utility / Agency / Municipality Tracking Sheet with corresponding Back-up Information.
4. CONSULTANT will identify conflicting utilities and meet with their representatives and other stakeholders to establish communication and coordination with recent and future projects to avoid conflicts and repetitious construction.
5. CONSULTANT will identify and confirm the municipalities having jurisdiction over the project and any special requirements they may have. CONSULTANT will incorporate their requirements into the design.
6. CONSULTANT will identify pavement repair or pavement reconstruction requirements and proposed pavement resurfacing limits.
7. CONSULTANT will identify the demolition limits and features to be demolished on the Design Plans.
8. CONSULTANT will identify the required permits and associated permitting requirements with particular attention to the applicable municipalities, jurisdictions, including FDOT.
9. Location of Tie-Ins to Existing System (on the Plans).
10. Verification of location within Community Workforce Program Area or School Zones
11. OPCC - Class III
12. Draft Technical Specifications

#### Deliverables

The following deliverables will be provided under this task:

1. 60-percent design drawings (Electronic files only) will be submitted to NMB WATER for review and comment.
2. Draft Technical Specifications (Electronic files only)
3. OPCC - Class III and Design Schedule

## **60-Percent Design Review Meeting**

CONSULTANT shall prepare for and conduct a 60-percent design review meeting with NMB Water staff to review and discuss Client comments on the 60-percent design documents. It is intended that one set of comments will be received from the Client.

BC shall lead this task, with support from Subconsultants, as necessary.

### Deliverables

The following deliverables will be provided under this task:

1. Meeting Minutes.

## **3.2 90-Percent Design for Permitting**

Subsequent to the 60-percent design review workshop, the CONSULTANT shall incorporate comments received by NMB Water into the drawings to develop the 90-Percent drawing set for Permitting. CONSULTANT shall submit the necessary permitting packages to the permitting agencies identified in Task 4.0.

The 90% submittal will include, but not limited to, the following:

1. Show Profile Elevation of the Top of Pipe and Finish Grade (for piping).
2. Show rim, top and invert of located existing sanitary sewers' manholes, sanitary sewer pipelines, drainage culverts, manholes, catch basins and grate elevations, dimensions within the survey limits (see the MDWASD Site and Route Survey Requirements )
3. Show existing valve types and locations
4. Identify the location of proposed Air Release Valves on the plans.
5. Horizontal and Vertical Alignments
6. Survey, Utilities, Right of Ways, Existing Services, Fire Hydrants, and Easements (temporary, construction, and/or permanent (if required) on Drawings
7. Construction phasing/sequencing noted on plans
8. Location of future connections into the Proposed System (Plan and Profile View)
9. Identification of demolition limits
10. Traffic Control and/or MOT plans (FDOT, County, City of Miami Gardens)
11. Location of Tie-Ins to Existing System (on Plan View).
12. OPCC Class II and Design Schedule Update
13. Final Technical Specifications

### Deliverables

The following deliverables will be provided under this task:

1. 90-percent design drawings (Electronic files only)



2. Final Technical Specifications (Electronic files only)
3. OPCC - Class II and Updated Design Schedule
4. Completed Permit Applications for review

### **90-Percent Design Review Meeting**

CONSULTANT shall prepare for and conduct a 90-percent design review meeting with NMB Water staff to review and discuss Client comments on the 90-percent design documents. It is intended that one set of comments will be received from the Client.

BC shall lead this task, with support from Subconsultants, as necessary.

#### Deliverables

The following deliverables will be provided under this task:

1. Meeting Minutes.

### **3.3 100% Design Documents / Bid Documents**

Based on the review comments received from the Local Regulatory Agencies, the CONSULTANT will prepare 100-Percent plans and specifications for bidding. This task includes coordination with NMB WATER Procurement for development of the front-end documents for the project.

BC shall coordinate front-end documents and disciplines not covered by subconsultants.

#### Deliverables

The following deliverables will be provided:

1. Stamp-Approved 100% Construction Plans
2. Master Specifications Book
3. Final 100% Issued-for-Construction set of Plans
4. OPCC Class I and Updated Project Schedule

## **TASK 4.0 – PERMITTING SERVICES**

Objective: The purpose of this task is to obtain Federal, State and Local permits for the construction of the project.

#### Activities

This task includes preparation and submittal of the required permit applications and supporting documentation necessary to secure permits for construction of the Project from the applicable and anticipated agencies having jurisdiction over the project. Consultant shall respond to requests for additional information from permitting agencies.

The following permits have been identified and/or are anticipated:

1. FDEP Water Main Extension Permit (Miami-Dade County RER)
2. City of Miami Gardens Fire Department Approval
3. Miami-Dade County Health Department Approval
4. FDOT Utility Permit (for work along NW 2<sup>nd</sup> Ave)
5. City of Miami Gardens Public Works Permit
6. NMB Water Review
7. Miami-Dade County Public Works Dry-run Approval (for work on NW 191 Street)
8. FDEP NPDES Generic Permit Notice of Intent for Stormwater Discharge from Construction Activities
9. Miami-Dade County Transit

For each of the above packages and agencies, the following activities are anticipated and included in this scope:

1. Pre-application Meeting and one follow up meeting.
2. Preparation of Applications and supporting documentation.
3. Responses to up to one (1) Requests for Additional Information from each agency.
4. Permit Fees are not included.

Pre-application meetings will take place prior to the 60% design submittal. Consultant will prepare and submit the Permit Packages and obtain applicable signatures upon submittal of the 90% design.

#### Deliverables

The following deliverables will be provided:

1. Meeting minutes and copies of applications and formal letters of correspondence with the agencies including comments received from the agency.
2. Originals and electronic copies of permits upon receipt of approvals.

The scope under this task assumes the client will assist Consultant in expediting and coordinating with regulatory agencies to obtain necessary permits and approvals. The scope herewith includes response to up to one (1) request for information per permitting agency. Further RFIs will be considered additional services.

### **TASK 5.0 – BIDDING SUPPORT SERVICES**

Procurement phase and post design engineering services will be provided for the project by CONSULTANT as follows:

- Attend Pre-Bid Meeting and prepare meeting minutes.
- Review questions and comments posed by potential bidders and assist in responding to up to two (2) addenda to address comments and technical revisions to the bid sets.
- Attend bid opening.

- Review bids. (Preparation of bid tabulation is not included)
- Make recommendation to City for contract award.
- Prepare conformed drawings in accordance with addenda and review comments accepted by CONSULTANT.

## **TASK 6.0 – CONSTRUCTION PHASE ENGINEERING SERVICES**

Objective: Provide engineering support to ensure conformance with Contract Documents. Provide engineering support for the review of shop drawing submittals, RFIs and potential change order requests from contractor.

### **6.1 Preconstruction Conference**

#### Activities

Consultant will support NMB Water and attend Pre-construction Meeting at a place, date and time to be selected by the City. Consultant will review the meeting summary prepared by NMB Water.

### **6.2 Construction Progress Meetings**

#### Activities

Consultant will attend monthly project construction meetings at a time and date selected by the Client. NMB Water shall be responsible for presiding the meetings and preparation of meeting minutes. Attendance to up to ten (10) construction progress meetings are included in this proposal. Consultant will review meeting minutes prepared by NMB Water prior to distribution.

### **6.3 Requests for Information**

#### Activities

Consultant will review and respond to up to eight (8) RFIs from the selected contractor. Consultant will review and interpret contract documents in support of response to the RFIs and submit responses within 5 business days of receipt of the RFI.

### **6.4 Review Change Order Requests**

#### Activities

Consultant will, at the request of the Client, review potential change order requests submitted by the Contractor. Consultant will review, provide comments and recommendations to NMB Water on acceptability of the change orders based. Review of up to two (2) change orders are included in this proposal.

### **6.5 Shop Drawings and Submittals Review**

#### Activities

Consultant will review shop drawings submitted by the Contractor, as requested by the Client. Review will be for general conformance with the Contract Documents for the project and shall not relieve the Contractor from any of their contractual responsibilities. Reviews will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Review of up to six (6) shop drawing submittals is included in this proposal.

## 6.6 Site Visits

### Activities

Upon the request from the NMB Water CIP Team, Consultant will make up to five (5) site visits during construction up to 1.5 hours per site visit to review and discuss construction activities. Site visits shall be documented in a report and submitted to the NMB Water CIP Team.

## 6.7 Substantial Completion

### Activities

Upon notice of substantial completion from the Contractor, Consultant will attend a final inspection with NMB Water CIP Team and the Contractor. If requested by NMB Water CIP Team, Consultant will assist with the preparation of a punch list of items to be completed or corrected by the Contractor before final completion of the project. Consultant shall submit a list of items observed to NMB Water CIP Team for incorporation into the punch list. NMB Water CIP Team will deliver the punch list to Contractor.

## 6.8 As-builts

### Activities

Upon completion of the project construction, Contractor is to submit as-builts, signed and sealed by a Florida registered Professional Surveyor. Consultant will review of the as-builts and provide comments for conformance with actual as-built conditions resulting from field observations that reflect any field changes during construction. Upon completion and receipt of the final signed and sealed as-built from the contractor, Consultant will provide an As-Built Certification to the Client.

### Deliverables

The following deliverables will be provided:

1. As-built Certification
2. Punch List, Close-out and Final Project Certification

## **TASK 7.0 – REIMBURSABLE EXPENSES**

Consultant will not be responsible for any Permit and Plan Review Fees. Fees have been estimated based on preliminary discussions with the Regulatory Agencies. This task shall be budgeted according to the estimated permit direct cost for every agency as reimbursable expense. The Permit and Plan Review Fees in this task will be charged against this budget item and reimbursed to the Consultant after presenting the corresponding receipts. Permit and Plan Review Fees will be reimbursed at actual cost. Printing of any hard copy sets of drawings needed to obtain approvals will be billed to the Client using this task.

## **PROJECT ASSUMPTIONS, EXCLUSIONS AND LIMITATIONS:**

The following are project assumptions and limitations.

1. All permitting application fees will be paid for by the Client.
2. Services related to advertisement of the project, conducting a pre-bid meeting, and distributing the addenda will be performed by the Client. CONSULTANT shall attend pre-bid meeting and assist with providing responses to questions for addenda, as stated within the scope of services.
3. Legal assistance is not included in this scope.
4. It is anticipated that no hazardous materials (e.g., asbestos, lead paint) or hazardous waste are involved in the project. Surveys for hazardous materials and as needed pre-demolition environmental abatement are not included in this scope of work. NMB WATER shall test and inspect the pipes. CONSULTANT will coordinate with NMB WATER for this survey. Any significant changes to the design resulting from the testing activities may require an amendment to this scope of services.
5. Artistic renderings, models, or mock-ups are not included in this scope of work.
6. Sustainable Design Plan is not included in this scope of work.
7. At the end of each design milestone (60% and 90%), NMB Water will review the plans and technical specifications (if available) and forward review comments to Consultant within 15 calendar days.
8. CONSULTANT shall utilize the NMB WATER's latest standard forms, construction contracts, standard design details, and design criteria and policies in completing the Construction Package.
9. CONSULTANT will perform interdisciplinary coordination and supervision of sub-consultants during the performance of the services.
10. Dewatering permit is not included in this proposal. During construction, if required, it is the responsibility of the Contractor to obtain approval for dewatering activities.
11. Corrosion monitoring and testing is not included in this proposal.
12. It is assumed that NMB WATER and other utilities will provide CONSULTANT as-built records information as requested by CONSULTANT pertaining to the project area/design as deemed necessary.
13. Preparation of construction schedule is not included in this scope of work.
14. Cost and scheduling control during construction is not included in the scope of services.
15. If, due to unforeseen conditions, the pipe alignment is significantly changed during construction and goes outside of the above-described scope, CONSULTANT will identify additional scope and fees and submit to the Client for approval.
16. Subsurface geophysical utility investigations, soft digs or other, as described on ASCE 38-02, are not included in this proposal. If required, they shall be provided by the Client.
17. Water flow projections and modeling, if needed, are not included in this scope of services.
18. Daily field inspections are not included in the scope of services included above.
19. No environmental or remediation plans are included in this scope of work.
20. Public Outreach is not included in this scope of work.
21. Groundwater modeling associated with contaminated plume movement due to dewatering activities is included in this proposal.
22. Preparation of archaeological and ecological studies not included.
23. Trees will be identified in the survey and trunk and canopy size will be noted. A detailed tree survey is not included in this scope of work.
24. Preparation of ALTA/NSPS Land Title Survey is not included in this scope of work.
25. Tree relocation and/or mitigation plans are not included in this scope of work.
26. Trenchless design is not included in this scope of work. If required, Consultant will submit a

proposal for additional services.

27. Preparation of reproducible record prints of drawings showing changes made during construction, based upon the as-builts provided by the Contractor, is not included in this scope.
28. Fees associated with this Attachment 1A have been prepared under the assumption that both the Norland Southeast and Pinetree South projects will be approved concurrently by the Client as separate Task Orders, to follow the same timeline for design.
29. 60-percent design will move forward after City's acceptance of the pipe alignment discussed and presented during the meeting at 30-percent design.

**PROPOSAL FOR  
ENGINEERING SERVICES FOR CITY OF NORTH MIAMI BEACH NORLAND SOUTHEAST  
SYSTEM WIDE WATER MAIN REPLACEMENTS (WATR2007U)**

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**STAFFING**

Proposed staff includes the following:

Principal – Albert Perez, PE

Project Manager – Melissa Jauregui, P.E

Expert Civil – Alan Sterental, P.E

Civil Engineer – Jose Davila, P.E.

Engineer I – Maria Cogliando

Senior Designer – Dwain Loughney

QA/QC Engineer – Kimberly Devendorf, P.E.

Estimator/Scheduler – Stefani Couch

**PROPOSAL FOR  
ENGINEERING SERVICES FOR CITY OF NORTH MIAMI BEACH NORLAND SOUTHEAST  
SYSTEM WIDE WATER MAIN REPLACEMENTS (WATR2007U)**

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**SCHEDULE**

Table 1 presents the proposed schedule for the Project.

<b>Table 1. Proposed Schedule</b>		
<b>Phase</b>	<b>Activity/Task</b>	<b>Months from NTP</b>
<b>Design</b>	Kick-Off/Initial Progress Meeting	0.5
	Field Investigations (Survey/Geotechnical)	2.0
	60% Design Submittal	5.5
	90% Design and Permit Submittal	6.5
	100% Design / Bid Documents	9.0
<b>Procurement</b>	Bid Support Services	3 months
<b>Construction</b>	NTP for Construction	TBD
	Construction Kick-off Meeting	TBD
	Final Completion	TBD

The review periods for each submittal shall not exceed fifteen (15) calendar days and shall be included in the project design schedule.



**PROPOSAL FOR  
ENGINEERING SERVICES FOR CITY OF NORTH MIAMI BEACH NORLAND SOUTHEAST  
SYSTEM WIDE WATER MAIN REPLACEMENTS (WATR2007U)**

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**ENGINEERING FEES**

CONSULTANT Fees are provided herein for the scope of work included in this document. Fees will be on a lump sum and not-to-exceed (NTE) basis in accordance with the contract with the City of North Miami Beach. The Total Lump Sum Fee is **FOUR HUNDRED SIX THOUSAND AND FIFTY-FIVE DOLLARS WITH EIGHTY-SIX CENTS** (\$406,055.86) and the amount of FIVE THOUSAND DOLLARS (\$5,000) for reimbursable expenses. Below is a breakdown of fees by Task.

**CITY OF NORTH MIAMI BEACH**

**Proposal for Norland Southeast Water Main Replacement**

<b>TASK DESCRIPTION</b>	<b>BC Labor</b>	<b>SUBCONSULTANTS</b>		<b>TOTAL</b>
		<b>Fortin Leavy (Survey)</b>	<b>Nutting Engineers (Geotech)</b>	
PHASE 1 - Project Management, Administration and Coordination	\$11,036.94			\$11,036.94
PHASE 2 - Field Investigations	\$2,220.16	\$93,350.00	\$8,100.00	\$103,670.16
PHASE 3 - Design	\$241,862.88			\$241,862.88
PHASE 4 - Permitting	\$18,147.20			\$18,147.20
PHASE 5 - Bidding Support Services	\$5,099.00			\$5,099.00
PHASE 6 - Construction Phase Engineering Services	\$26,239.68			\$26,239.68
<b>Total Lump sum</b>				<b>\$406,055.86</b>
TASK NO. 7 - Reimbursable Expenses				\$5,000.00
Total				<b>\$411,055.86</b>

**PROPOSAL FOR  
ENGINEERING SERVICES FOR CITY OF NORTH MIAMI BEACH NORLAND SOUTHEAST  
SYSTEM WIDE WATER MAIN REPLACEMENTS (WATR2007U)**

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**ATTACHMENTS**

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Attachment A2 – Engineering Services Labor and Expense for Prime (Prime LOE)

Attachment B – Sub-Consultant Labor and Expense (Sub-Consultant LOE)

**Attachment A2 –  
Engineering Services Labor and Expense for Prime (Prime LOE)**

FEE ESTIMATE											
City of North Miami Beach											
Proposal for Norland Southeast Water Main Replacement											
		General Engineering and Administrative									
		Sr. Vice President / Principal	Chief Engineer	Principal Engineer	Supervising Engineer - QA/QC	Senior Engineer	Supervising Cost Estimator	Senior Designer	Engineer I		
										Labor	Labor
	Billing Labor Rate	\$305.95	\$272.56	\$209.52	\$225.40	\$179.62	\$174.57	\$134.38	\$113.70	Hours	Cost
TASKS											
PHASE 1 - Project Management, Administration and Coordination											
Task 101	Project Management	1		30					2		
Task 102	Project Meetings and Summaries		4	6		10			2		
	Hour Subtotal	0.5	4	36	0	10	0	0	4	54.5	
	Labor Cost Subtotal	\$153	\$1,090	\$7,543	\$0	\$1,796	\$0	\$0	\$455		\$ 11,036.94
PHASE 2 - Field Investigations											
Task 201	Survey		1	1		2		2			
Task 202	Geotechnical		1	1		2		2			
	Hour Subtotal	0	2	2	0	4	0	4	0	12	
	Labor Cost Subtotal	\$0	\$545	\$419	\$0	\$718	\$0	\$538	\$0		\$ 2,220.16
PHASE 3 - Design											
Task 301.1	60% Design		28	2	12	185	26	770			
Task 301.2	60% Specs		8		4	30			22		
Task 302.1	90% Design		15	2	8	48		218			
Task 302.2	90% Specs		4		4	12	16		16		
Task 303.1	100% Design / Bid Set		6	2	8	24	8	90			
Task 303.2	100% Specs		2		4	8			12		
	Hour Subtotal	0	63	6	40	307	50	1078	50	1594	
	Labor Cost Subtotal	\$0	\$17,171	\$1,257	\$9,016	\$55,143	\$8,729	\$144,862	\$5,685		\$ 241,862.88
PHASE 4 - Permitting											
4.1	FDEP Water Main Extension		1			4		6	2		
4.2	City of Miami Gardens Fire Dept.		1			4		6	2		
4.3	MDC Health Department		1			4		6	2		
4.4	FDOT Utility Permit		2			4		6	2		
4.5	City of Miami Gardens Public Works Dept.		2			4		6	2		
4.6	NMB Water Review		2			4		6	2		
4.7	DTPW Dry-run Approval		2			4		6	2		
4.8	FDEP NPDES					1			2		
4.9	Miami-Dade Co. Transit		2			5		6	2		
	Hour Subtotal	0	13	0	0	34	0	48	18	113	
	Labor Cost Subtotal	\$0	\$3,543	\$0	\$0	\$6,107	\$0	\$6,450	\$2,047		\$ 18,147.20
PHASE 5 - Bidding Support Services											
5.1	Bidding Support Services		4	2		14		8			
	Hour Subtotal	0	4	2	0	14	0	8	0	28	
	Labor Cost Subtotal	\$0	\$1,090	\$419	\$0	\$2,515	\$0	\$1,075	\$0		\$ 5,099.00
PHASE 6 - Construction Phase Engineering Services											
6.1	Preconstruction Conference		2			2					
6.2	Construction Progress Meetings		8			16					
6.3	Requests for Information		4		2	12		16			
6.4	Review Change Order Requests		4			12		4			
6.5	Shop Drawings / Submittals Review		4			8					
6.6	Site Visits		8			16					
6.7	Substantial Completion		2		2	2					
6.8	As-Builts		2		2	4					
	Hour Subtotal	0	34	0	6	72	0	20	0	132	
	Labor Cost Subtotal	\$0	\$9,267	\$0	\$1,352	\$12,933	\$0	\$2,688	\$0		\$ 26,239.68
TOTALS											
	Total Labor Hours	1	120	46	46	441	50	1158	72	1934	
	Total Labor Cost	\$153	\$32,707	\$9,638	\$10,368	\$79,212	\$8,729	\$155,612	\$8,186		\$304,605.86

**Attachment B –  
Sub-Consultant Labor and Expense (Sub-Consultant LOE)**

**Fortin, Leavy, Skiles, Inc.**  
**Consulting Engineers, Surveyors & Mappers**  
**180 NE 168<sup>th</sup> Street**  
**North Miami Beach, FL 33162**  
**Phone 305-653-4493**

November 16, 2023  
November 22, 2023 ó REVISED  
December 21, 2023 ó REVISED  
January 29, 2024

Ms. Melissa M. Jauregui  
Brown & Caldwell

**Re: Water Main Replacement –  
Norland Southeast Section  
(Approximately 15,000 linear feet)  
City of North Miami Beach, Miami-Dade County, FL.**

Dear Ms. Jauregui:

Per your request, our proposal to prepare a Right-of-Way Survey of the areas shown in orange, green and purple as shown in the attached exhibit, to include the following:

**Topographic Survey:**

- ÉThe survey along NE 2nd Avenue will start on the ROW of the west side to the first lane of the road.  
(Right of way lines will be based on recorded plats and research done on the property appraisers)
- ÉEstablish horizontal and vertical control points to support the survey efforts.
- ÉVertical control (elevations) will be based on North American Vertical Datum of 1988 (NAVD 88).
- ÉHorizontal control will be based on the Florida State Plane Coordinates System, East Zone, North American Datum of 83/2011.
- ÉElevations will be measured approximately every 50 feet, at centerline and high and low spots.
- ÉLocate surface features within the survey limits as follows: buildings, fences, pavement, driveways, paved swales, sidewalks, slabs, curbs, walls, fences, and signage.
- ÉLocate visible surface evidence of utilities as follows: utility poles, guy wires, street lighting, storm sewer structures, sanitary sewer structures, wire pull boxes, cable enclosures, utility cabinets, valves, valve boxes, meter boxes, backflow preventers, fire hydrants, and overhead utilities.
- ÉMeasure the rim, invert and bottom elevation of sanitary and storm sewer structures that are accessible. Determine pipe types, size, and flow direction, when possible. At lift station obtain wet well bottom and dry pit/valve bottom elevation and dimensions. Structures located within active roadways will be as-built at the field crew's discretion, based on safety considerations.
- ÉClient to coordinate access to Lift Station structures secured with a lock.
- ÉLocate pavement striping and parking spaces with type.
- ÉLocate trees, obtain tree trunk diameter and common name. (Approximately 370 trees)

This proposal is made on the condition that printing and courier charges are to be paid for by the owner/client. If additional work is required, or errors in the legal description, then that work will be performed at our attached hourly rates. Work will be completed within **3 – 4 months, weather permitting**, from the date we receive authorization to proceed.

Total fee for the above-mentioned surveying services: **\$93,350.00**

If you have any questions or need additional information about this quote, please call me.

Respectfully submitted,  
**FORTIN, LEAVY, SKILES, INC.**

Daniel C. Fortin, Jr., PSM  
President

To authorize, please sign and return via e-mail to: [johanna@flssurvey.com](mailto:johanna@flssurvey.com) or [danjr@flssurvey.com](mailto:danjr@flssurvey.com) as authorization to proceed. Proposal valid for 90 days.

ACCEPTANCE: **BROWN & CALDWELL**

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

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

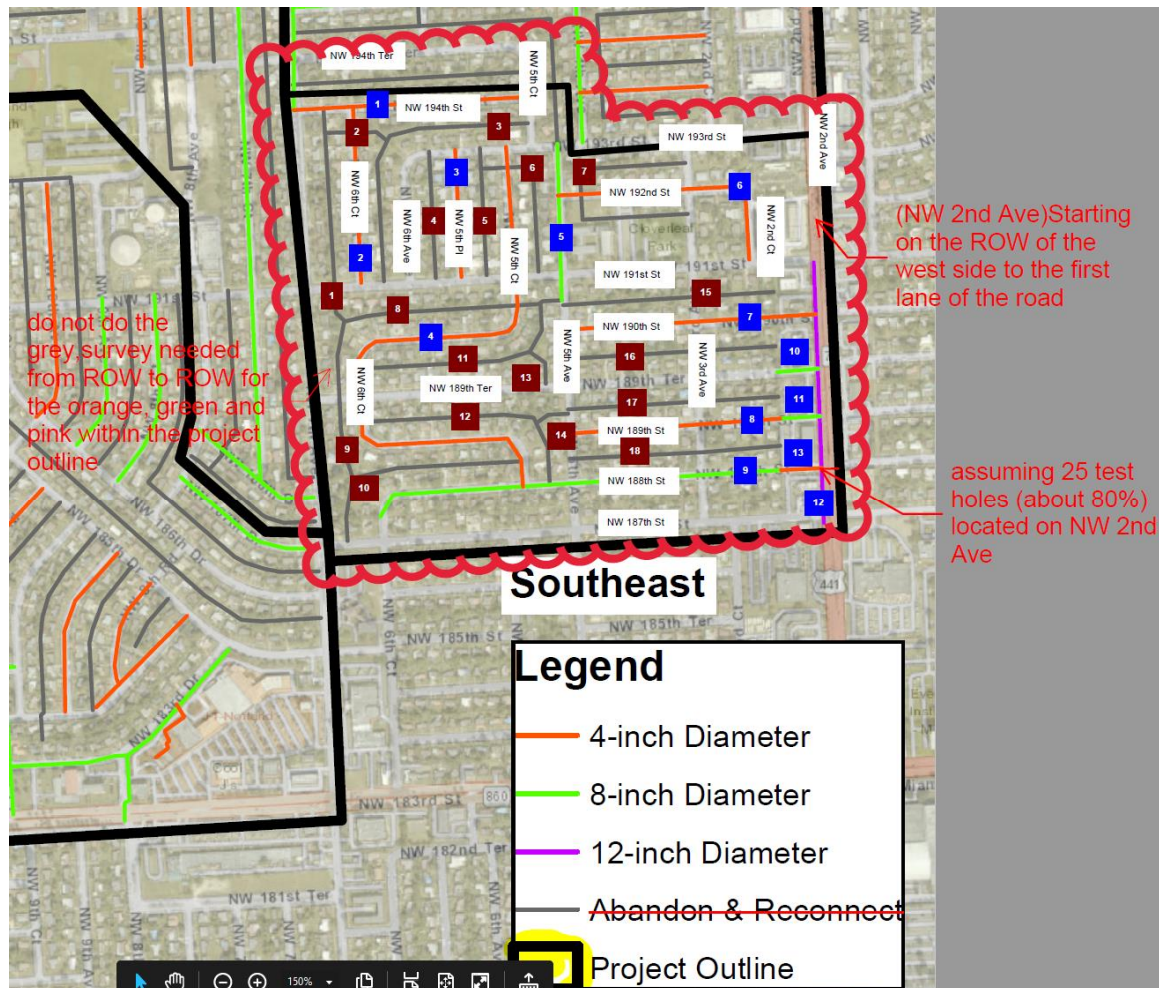
Print Name: \_\_\_\_\_

If our field personnel require access to the property, please provide the contact information:

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

Phone No. \_\_\_\_\_

### Exhibit





**Fortin, Leavy, Skiles, Inc.**  
**Consulting Engineers, Surveyors & Mappers**  
**180 NE 168<sup>th</sup> Street**  
**North Miami Beach, FL 33162**  
**Phone 305-653-4493**

## **Exhibit “A”**

### **ADDITIONAL AND CONTINGENT WORK**

Any additional work required, that is of an extraordinary nature, and/or not covered in this proposal, will be performed on an hourly basis at the following rates, upon authorization by the Owner.

Principal Civil Engineer	\$190.00/hr
Registered Civil Engineer	\$180.00/hr
Principal Surveyor & Mapper	\$190.00/hr
Professional Surveyor & Mapper	\$175.00/hr
Civil Engineering Project Manager	\$155.00/hr
Engineer Technician	\$135.00/hr
CAD Technician	\$120.00/hr
Secretarial	\$70.00/hr
Plat Processor	\$190.00/hr
Expert Witness Consulting	\$235.00/hr
Expert Witness Testimony & Depositions	\$425.00/hr

#### **Survey Crews-Fully Equipped:**

Two-Man Crew	\$200.00/hr
Three-Man Crew	\$230.00/hr
Four-Man Crew	\$255.00/hr

Reimbursable printing and delivery charges - Billed at our cost

Out of Town Travel ó Billed at our cost plus 10%

### **EXHIBITS “A” & “B” ACCEPTANCE:**

**By:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

## **Exhibit “B”**

### **GENERAL CONDITIONS**

1. Our invoices will be submitted monthly, based on the percentage of completed work, and payments shall be made by the owner/client within thirty (30) days of the statement date. All accounts 30 days past due are subject to a 1.5% per month service charge plus all legal and collection fees. If the owner/client fails to make payments when due or otherwise is in breach of this Agreement, Fortin, Leavy, Skiles, Inc. (FLS, Inc.) may suspend performance of services upon 7 calendar days notice to the owner/client. Fortin, Leavy, Skiles, Inc. shall have no liability whatsoever to the owner/client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the owner/client. Upon payment in full by the owner/client, FLS, Inc. shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for Fortin, Leavy, Skiles, Inc. to resume performance
2. This proposal is valid for ninety (90) days from date submitted.
3. The hourly rates quoted herein are valid for one year after the date the proposal is submitted.
4. If the scope of the project or site plan configuration changes after this proposal is accepted, we reserve the right to submit either a revised proposal based on the then current scope/plans or continue work to be performed at our hourly rates.
5. All governmental fees shall be paid by the owner/client.
6. The cost of reimbursable prints, reproductions, and courier delivery services will be billed at our cost, and are not included in the fees quoted herein.
7. The services to be performed by Fortin, Leavy, Skiles, Inc. under this Agreement are intended solely for the benefit of the owner. Nothing contained herein shall confer any rights upon or create any duties on the part of Fortin, Leavy, Skiles, Inc. toward any person or persons not a party to this Agreement including, but not limited to any contractor, subcontractor, supplier, or the agents, officers, employees, insurers, or sureties of any of them.
8. The owner and Fortin, Leavy, Skiles, Inc. waive all rights for damages, each against the other and against the contractors, consultants, agents, and employees of the other, but only to the extent covered by property insurance during or after construction, except such rights as they may have to the proceeds of such insurance. The owner and Fortin, Leavy, Skiles, Inc. each shall require similar waivers from their contractors, consultants, and agents.
9. Drawings, calculations, sketches, field books, field notes, electronic field data, computer files, and other similar documents are instruments of service, and as such are to remain the property of Fortin, Leavy, Skiles, Inc.

December 6, 2023

Revised: 12/19/2023

1/24/2024

1/26/2024

Brown & Caldwell

Attn: Mr. Diego Herrera, PE

1560 Sawgrass Corporate Parkway/ Ste. 240

Sunrise, FL 33323

Phone: 954.200.7234/ Cell: 954.298/.00061/ Email: [dherrera@brwnncald.com](mailto:dherrera@brwnncald.com)

Re: Proposal/Agreement for Geotechnical Exploration Services  
Water Main Replacement – Norland  
Various Locations  
North Miami Beach, FL

Dear Mr. Herrera:

Nutting Engineers of Florida, Inc. (NE) is pleased to present this proposal/agreement for performing geotechnical engineering services at the referenced project.

Per your emails dated December 5, 2023, December 19, 2023, January 24, 2024 and review of the site information, plan, and aerial photo provided, we understand that plans for this project include the installation of approximate 14,600 lineal feet of 4-inch, 8-inch, and 12-inch diameter water main via open trench at the referenced site. There will be three feet of cover over the pipes. The project is bounded by NW 194<sup>th</sup> Street to the north, NW 187<sup>th</sup> Street to the south, NW 2<sup>nd</sup> Avenue to the east and NW 7<sup>th</sup> Avenue to the west. Based on your request for proposal and our understanding of the project, we propose the following scope of work and fee schedule.

#### **SCOPE OF WORK**

We propose to perform 30 Standard Penetration Test (SPT) borings in general accordance with ASTM D-1586 specifications to a depth of 10 feet each. This equates to one boring every approximate 500 feet of water main. We assume the site is accessible to truck mounted drilling equipment and that underground utilities will be cleared by others prior to our performing the on-site work.

At the completion of the on-site work, the soil samples will be returned to our laboratory. We will provide an engineering report including a description of our findings, general trenching and backfill criteria after discussions with Brown & Caldwell personnel, graphic logs of the test borings, and a test boring location plan. In order to provide information concerning the engineering properties of the soils encountered, it is anticipated that tests may be performed to determine natural water content, organic content, and sieve analysis on representative soil samples collected from the site.

## **FEE SCHEDULE**

The above-indicated scope of work will be performed for an estimated cost of \$8,100.00 based on the following rates and quantities:

Tech. site visit, boring layout, utility clearance	Lump Sum	\$1,000.00
Mobilization of equipment/crew	2 @ \$350.00	\$700.00
MOT (signage only)	Lump Sum	\$750.00
SPT borings* (truck mounted drill rig)	Lump Sum	\$3,750.00 (min)
Soil classification/ laboratory analysis	Lump Sum	\$500.00
Project Engineer	Lump Sum	\$1,000.00
Principal Engineer	Lump Sum	\$250.00
Project administration/ clerical	Lump Sum	\$150.00

\*If loose or deleterious soil is encountered it may be necessary to extend the soil boring(s).

Additional requested and authorized services beyond those described above will be provided at customary unit rates with expenses at cost +20%. Also, the above rates are based on normal business hours. If this work requires night/ weekend hours, the unit rates will be increased by 1.5.

### **Construction Materials Testing (as may be required):**

Pile monitoring - \$75.00/hour  
Special inspections - \$105.00/hour (min. 2 hrs. / trip)  
Proctors - \$180.00/test  
Density tests - \$35.00/test (5 min/trip)  
Concrete cylinders - \$125.00/set  
Trip charge (if required) - TBD  
Bearing capacity completion letter - \$150.00  
Clerical/ Admin. - \$50.00/hour  
Professional Engineer - \$150.00/hour

**Once we receive the executed/ signed proposal, project scheduling will commence.** The on-site work should take approximately two to three business days to complete. The geotechnical report should be available within approximately 15 - 18 business days after the on-site work is completed.

NE has been offering engineering, testing and inspection services for over 50 years in South Florida and the Treasure Coast. Our commitment to practical, cost-effective solutions supported by responsive client service distinguishes the firm and enables us to solve your most demanding technical challenges. One of the key constituents for NE's success is our staff of experienced engineering and environmental professionals and technicians that are registered/certified and have been trained to provide a wide range of testing and inspection services. Our laboratory is certified and checked annually by the Construction Materials Engineering Council (CMEC) and Florida Department of Transportation (FDOT).

Our affiliated company, Nutting Environmental of Florida, Inc. (NEF), can assist in your environmental needs. For over thirty years, NEF has performed a wide variety of environmental consulting services throughout Florida including Phase I and II environmental site assessments, storage tank removal and tank closure assessments, contamination assessments, design and implementation of remedial action plans (RAP), groundwater monitoring for solid waste and Hazmat permit requirements, assistance with dewatering permitting and much more. Please call 561-732-7200 to speak with an NEF project manager regarding these services.

Thank you for providing us the opportunity to present this proposal/agreement. We look forward to working with you on this and future projects.

Respectfully submitted,  
**NUTTING ENGINEERS OF FLORIDA, INC.**

Scott Ersland  
Division Manager

Richard C. Wohlfarth, P.E.  
Principal/ Director of Engineering

Reports and invoices will be addressed to the client as listed below unless other instructions are provided in writing with this executed proposal. The undersigned, as an authorized representative of the entity listed below, approves this proposal and agrees to be bound by the terms and conditions contained in this proposal. Deposit amounts are collected at time of written authorization to proceed. If you are a first-time client, we request that the balance due for these services be paid at the time of report completion. Once your account is established, our terms are net 30 days. Any invoices over 30 days will be assessed a 1 1/2 percent service charge per month until paid in full.

**PLEASE ENTER INFORMATION LEGIBLY BELOW SO IT CAN BE UTILIZED FOR PROJECT SET-UP:**

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

PRINT NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

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

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

PHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

Water Main Replacement Norland Brown & Caldwell Various Locations N Miami Bch geo 12-6-23 rev 12-19-23 rev 1-24-24 rev 1-26-24

**General Terms and Conditions**

For the purpose of this project, the addressee of this proposal will be known as the Client. The client is expected to furnish NUTTING ENGINEERS OF FLORIDA, INC. ("NE"), with accurate information including sketch of survey and/or site plan, construction drawings/specifications as appropriate, details of proposed construction including the proposed structural system and loads or existing construction problem information and site accessibility information as appropriate. Other information requirements may be detailed in the enclosed proposal. IF ANY CONDITIONS CHANGE such as building layout, loading, project specifications/design, or unusual site conditions are observed, NE should be notified immediately in writing about the changed condition for possible review and comment. Should the Client wish to impose other conditions and requirements beyond those contained in this proposal such as in a separate contract, we reserve the option to modify contract language, fee amounts, to remove our proposal from consideration or other measures as may be indicated.

**Delivery** – Scheduled upon receipt of written authorization to proceed and deposit unless other arrangements are agreed to in writing. Additional report copies can be provided for a nominal fee to the Client. NE will exercise appropriate measures to ensure project completion within a reasonable time frame subject to existing workloads. However, NE will not be held responsible for unavailability of necessary project data and site access within the time frame agreed upon for the investigation. Project delivery may be delayed if the ENTIRE signed proposal and deposit are not received in a timely manner. The ENTIRE signed quotation should be returned along with the requested project information. This unsigned proposal is valid for 60 days.

**Payment** – No deposit required with signed agreement. Balance due upon completion of report. Directing NE to proceed with the work shall constitute acceptance of the terms of NE's proposal and these General Terms and Conditions. Interest at the rate of 18% per annum or the highest rate allowable by law whichever is less, will be added to all amounts not paid within 30 days after date of invoice. All attorney fees and expenses associated with collection of past due invoices will be paid by Client.

**Insurance** – NE maintains Workers' Compensation and Employer's Liability Insurance in conformance with state law. In addition, we maintain Comprehensive General Liability Insurance and Automobile Liability Insurance with bodily injury limits of \$1,000,000.00 and property damage limits of \$1,000,000.00. A certificate of insurance can be supplied evidencing such coverage which contains a clause providing that fifteen days written notice be given prior to cancellation.

**Right-of-Entry** - Unless otherwise agreed, Client will furnish right-of-entry on the property for NE to make the planned borings, surveys, and/or explorations. NE will not be responsible for removing fences, earth berms, vegetation or other obstructions for purposes of our investigation. NE will take reasonable precautions to minimize damage to the property caused by its equipment and sampling procedures, but the cost of restoration or damage which may result from the planned operations is not included in the contracted amount. If Client desires to restore the property to its former condition, NE will accomplish this and add the cost to its fee. Client agrees to waive all claims arising from or related to the failure to provide NE with proper access to conduct its work.

**Damage to Existing Man-made Objects** - It shall be the responsibility of the Owner or his duly authorized representative to disclose the presence and accurate location of all hidden or obscure man-made objects relative to routes of access, field tests, sampling, or boring locations. When cautioned, advised or given data in writing that reveal the presence or potential presence of underground or over-ground obstructions, such as utilities, septic tanks, etc., NE will give special instructions to its field personnel. In addition, Client waives any claim against NE arising from damage to existing man-made objects.

**Warranty and Limitation of Liability** - NE shall perform services for Client in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of competent consultants practicing in the same or a similar locality as the project. In the event any portion of the services fails to comply with this warranty obligation and NE is promptly notified in writing prior to one year after completion of such portion of the services, NE will re-perform such portion of the services, or if re-performance is impracticable, NE will refund the amount of compensation paid to NE for such portion of the services. This warranty is in lieu of all other warranties. No other warranty, expressed or implied, including warranties of merchantability and fitness for a particular purpose is made or intended by the proposal for consulting services, by furnishing an oral response of the findings made or by any representations made regarding the services included in this agreement. In no event shall NE or any of its professional employees be liable for any special, indirect, incidental or consequential loss or damages, including but not limited to impact and delay claims. The remedies set forth herein are exclusive and the total liability of consultant whether in contract, tort (including negligence whether sole or concurrent), or otherwise arising out of, connected with or resulting from the services provided pursuant to this Agreement shall not exceed the total fees paid by Client or \$50,000.00, whichever is greater. At additional cost, Client may obtain a higher limit prior to commencement of services.

**PURSUANT TO §558.0035, FLORIDA STATUTES, NE'S INDIVIDUAL EMPLOYEES AND/OR AGENTS MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THEIR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT.**

**Indemnification** – Client agrees to defend, indemnify and save harmless NE from all claims, including negligence claims, suits, losses, personal injuries, death and property liability resulting from NE's performance of the proposed work, whether such claims or damages are caused in part by NE, and agrees to reimburse NE for expenses in connection with any such claims or suits, including reasonable attorney's fees. Client's obligation to indemnify is limited to \$2 million per occurrence, which Client agrees bears a reasonable commercial relationship to the Work undertaken by NE. Client further agrees that these general conditions are a part of the Work's specifications or bid documents, if any.

**Sampling or Testing Location** - Unless specifically stated to the contrary, the unit fees included in this proposal do not include costs associated with professional land surveying of the site or the accurate horizontal and vertical locations of tests. Field tests or boring locations described in our report or shown on our sketches are based on specific information furnished to us by others and/or estimates made in the field by our technicians. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated in the report. It is understood that all drilling locations are accessible to conventional truck mounted drilling equipment unless otherwise specified by the client. If unscheduled remobilizations or use of portable or all terrain equipment is required additional charges will apply. NE will attempt to clear utilities at our excavation/test locations by manual drilling to 3' below land surface (BLS). Any utilities/obstructions present at client specified test locations or below 3' BLS will be the responsibility of the client.

**Sample Handling and Retention** – Generally soil test samples are retained for approximately three months after which time they will be discarded unless written instructions to the contrary are received from the client.

**Legal Jurisdiction** - The parties agree that any actions brought to enforce any provision of this Agreement shall only be brought in a court of competent jurisdiction located in Palm Beach County, Florida. Any and all causes of action arising out of NE's performance of the Work, including but not limited to claims for indemnity, contribution and equitable subrogation, shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than the date of NE's last invoice for the Work performed hereunder.

**Force Majeure** - NE shall not be held responsible for any delay or failure in performance of any part of this Agreement to the extent such delay or failure is caused by fire, flood, explosion, war, strike, embargo, government requirement, civil or military authority, acts of God, act or omission of subcontractors, carriers, client or other similar causes beyond its control.

**Documents** - NE shall be entitled to rely upon the accuracy and completeness of all surveys, reports and information furnished by the client. If conditions different from those described in our report are found at the site, NE should be notified in writing immediately upon discovery. NE reserves the right to revise conclusions and recommendations presented in the final report should additional information regarding the project become available. All permits will be obtained by others unless otherwise specified in this proposal or in writing to NE. NE has no liability for consequences of information not provided or unavailable or otherwise not reviewed or known from the normal sources customarily examined by NE in such investigations within the time frame allowed for this investigation under this agreement. The client, entities identified in writing on the address portion of our report, design team professionals engaged by our client and building official staff are entitled to use and rely upon NE'S reports for purposes of the current project. **Other parties are not authorized to use or rely upon NE's reports unless NE so states in writing.**

NE - General Contract Terms and Conditions May 2017

cc: Connie Gworek – Business Development Associate  
Pavel Cruz – CMT Division Manager

Water Main Replacement Norland Brown & Caldwell Various Locations N Miami Bch geo 12-6-23 rev 12-19-23 rev 1-24-24 rev 1-26-24



**Appointments  
13.1.**

City of North Miami Beach  
17011 NE 19 Avenue  
North Miami Beach, FL 33162  
305-947-7581  
[www.citynmb.com](http://www.citynmb.com)

**MEMORANDUM**

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<b>TO:</b>	Mayor and City Commission
<b>FROM:</b>	Andrise Bernard, MMC, City Clerk
<b>VIA:</b>	
<b>DATE:</b>	April 16, 2024

---

**RE:** Appointing Commissioner McKenzie Fleurimond as Vice Mayor effective May 1, 2024 (Andrise Bernard, MMC, City Clerk)

---

**Description**

**BACKGROUND  
ANALYSIS:**

The Vice-Mayor shall be elected by a majority of the Commission to serve for a term of four (4) months, which election shall be had at the time that the new Commission takes office, or as soon thereafter as possible, and a successor Vice- shall be elected by a majority of the Commission tri-annually thereafter.

**RECOMMENDATION:**

**FISCAL/ BUDGETARY  
IMPACT:** N/A

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**Appointments  
13.2.**

City of North Miami Beach  
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**MEMORANDUM**

---

<b>TO:</b>	Mayor and City Commission
<b>FROM:</b>	Andrise Bernard, MMC, City Clerk
<b>VIA:</b>	
<b>DATE:</b>	April 16, 2024

---

**RE:** Appointing Milagros (Millie) Almodovar-Colon to the Commission on Aging / Senior Citizens  
Advisory Board (Andrise Bernard, MMC, City Clerk)

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**Description**

**BACKGROUND**                      None.  
**ANALYSIS:**

**RECOMMENDATION:** Approval.

**FISCAL/ BUDGETARY**                      None.  
**IMPACT:**

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**ATTACHMENTS:**

**Description**

📎 Milagros (Millie) Almodovar-Colon Application





# City of North Miami Beach, Florida

## APPLICATION FOR COMMISSION ON AGING SENIOR CITIZENS ADVISORY BOARD

The Senior Citizens Advisory Committee was created for the purpose of making periodic written reports and recommendations to the City Commission and to assist the Director of the Senior Citizens Program in any way possible and to meet the necessary requirements for funding which may be received from any local, State or Federal governmental agency. The members of this Committee shall serve in an advisory capacity only.

(PLEASE PRINT CLEARLY)

1. NAME: MILAGROS Almodovar - Colón (Millie)
2. HOME ADDRESS: 2841 NE 163<sup>RD</sup> Street #307  
CITY: North Miami Beach STATE: FL ZIP: 33160
3. BUSINESS NAME: \_\_\_\_\_  
BUSINESS ADDRESS: \_\_\_\_\_  
CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_
4. CONTACT NO: (HOME) 305-354-8810 (BUSINESS) -  
CELL: 347-645-6493 EMAIL ADDRESS: MIRACLESNY @ AOL.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 YES WORK \_\_\_\_\_ (YES OR NO)
6. HAVE YOU EVER BEEN CONVICTED OF A FELONY? YES \_\_\_\_\_ NO ✓
7. HIGHEST LEVEL OF EDUCATION AND OCCUPATION:  
ASSOCIATES Degree / Business Administration

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: \_\_\_\_\_

OCT 2007 to	OCT 2010	MPG DIVERSITY , VP, MEDIA BUYING DIRECTOR
JAN 2004 to	SEP 2007	MEDIA edge MEDIA BUYING MANAGER
JULY 1998 to	DEC 2003	Siboney USA MEDIA BUYING MANAGER

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

NO

11. PLEASE STATE YOUR REASON FOR INTEREST IN APPLYING FOR THE COMMISSION ON AGING- SENIOR CITIZENS ADVISORY BOARD:

I have OWNED my Condo since 1989. RETIRED AND MOVED  
permanently to NMB IN 2011. IT'S important to be part of a  
committee whose MAIN INTEREST IS helping seniors like me.

12. PLEASE LIST QUALIFICATIONS, TALENTS, OR EXPERTISE AS IT RELATES TO MEMBERSHIP FOR THIS BOARD: -MARKETING/ADVERTISING Executive for 32 years

- Computer SAVVY
- CONDO IN NMB for 35 years.
- Love living in North Miami Beach

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: 3/23/24 APPLICANT'S SIGNATURE: Milagros Almodovar - Colm

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



**Discussion Items**  
**15.1.**

City of North Miami Beach  
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North Miami Beach, FL 33162  
305-947-7581  
[www.citynmb.com](http://www.citynmb.com)

**MEMORANDUM**

---

<b>TO:</b>	Mayor and City Commission
<b>FROM:</b>	Commissioner Phyllis Smith
<b>VIA:</b>	
<b>DATE:</b>	April 16, 2024

---

**RE:** Remote Participation (Commissioner Phyllis S. Smith)

---

**Description**

**BACKGROUND**

**ANALYSIS:**

**RECOMMENDATION:**

**FISCAL/ BUDGETARY  
IMPACT:**

---

**ATTACHMENTS:**

**Description**

- ☐ Memo to Commission for Remote Attendance Policy
- ☐ Remote Participation Policy



City of North Miami Beach  
17011 NE 19<sup>th</sup> Avenue  
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## MEMORANDUM

**TO:** The Honorable Mayor and City Commission

**FROM:** Mario Diaz, City Manager  
John R. Herin, Jr., Interim City Attorney

**DATE:** Tuesday, November 7, 2023

**RE:** City Commission & Advisory Board Remote Attendance Policy

---

On September 27, 2023, the City Commission directed staff to draft a policy that would regulate the remote attendance of Commission and City Advisory Board members.

As a threshold matter, the ability of the City Commission and the City's advisory boards **as a body** to conduct meetings remotely by telephone or platforms such as Google Meet, Microsoft Teams, Cisco Webex, Zoom, **is limited by State law**. Specifically, Section 166.041(4), *Fla. Stat.* states that the affirmative vote of a "**majority of a quorum present**" is necessary for a local government body to take official action. In other words, unless a quorum is **physically present**, no official business can be undertaken by the City Commission or the City's advisory boards. The only exception to this "in-person quorum" requirement is if the Governor declares an emergency and, in that declaration, remote meetings are authorized.

Notwithstanding the emergency declaration related to Covid-19 that authorized such meetings was rescinded by the Governor in 2021, the City's advisory boards were still meeting remotely. Upon being made aware of this, the City Attorney's Office, informed the City staff liaisons and the members of the City's advisory boards that **remote meetings of the entire board** were no longer authorized and that an in-person quorum was required for all meetings moving forward. See AGO 2010-34 n.5-6 (referring to unabridged dictionary and legal dictionary for definition of term "quorum", which included the word "present", and concluding that "a quorum requirement, in and of itself, contemplates the physical presence of the members of a board or commission at any meeting subject to the requirement."). See, *Berkovich v. Casa Paradiso North, Inc.*, 125

So. 3d 938, 941 (Fla. 4th DCA 2013) (“The common usage of the term ‘quorum’ requires the presence of individuals.”) (citing Black’s Law Dictionary 1284 (8th ed. 2004)). Thus, unless the in-person requirement to constitute a quorum has been waived by law or lawfully suspended during a state of emergency, **a quorum of the board must be physically present.** AGO 20-03. This directive is substantially the same to that of my predecessor, Hans Ottinot, as set forth in an email dated May 5, 2021, to the City Commission and senior City staff.

With respect to the ability of **an individual Commissioner’s** or advisory board member’s remote participation in a Commission or advisory board meeting, for over two decades the Florida Attorney General has issued a number of opinions stating that: “Although both the Florida Constitution and the Sunshine Law require that, unless exempt by law, meetings of a government board must be “public meetings” that are “open to the public,” **neither provision requires that members of the public board be physically present during the meeting.** AGO 20-03. Instead, the Attorney General’s Office has observed that a board’s use of electronic media technology to increase public participation in meetings and the use of such media to allow members of a board or commission to participate in a duly noticed public meeting does not necessarily raise Sunshine Law issues, “but rather implicates the ability of a board or commission to conduct public business with a quorum.” See Inf. Op. to Stebbins, December 1, 2015. For example, in AGO 98-28, the Florida Attorney General concluded that a district school board could use electronic media technology to allow a physically absent member to attend a public meeting if a quorum of the members of the board is physically present at the meeting site. A similar conclusion was reached in AGO 02-08, wherein the Attorney General’s office concluded that physically disabled members of the City of Miami Beach Barrier-free Environment Committee **could participate and vote** on board matters by electronic means if they are unable to attend, **as long as a quorum of the members of the board is physically present at the meeting site.**”

The foregoing also appears to be consistent with the advice provided by my predecessors – Jose Smith and Hans Ottinot - and the City Commission’s prior precedent with Comm. Pierre and Comm. Smukler.

**Policy Statement:**

This policy establishes guidelines for remote participation in all North Miami Beach Boards (including advisory) and City Commission meetings. While the City Commission values involvement, it also recognizes the importance of in-person engagement for the effective functioning of city business.

The following proposed policy aims to balance ensuring the accessibility of City Board meetings and City Commission meetings and the importance of in-person engagement for effective City business. It recognizes that remote participation under normal circumstances should be an exception and not the norm, primarily limited to cases involving illness or significant physical barriers. The City Commission will review and adjust this policy to maintain its relevance and effectiveness.

**Scope:**

This policy applies to all City collegial body meetings, including advisory Boards and regular meetings, special meetings, and work sessions of the City Commission.

**Policy Provisions:**

1. *In-Person Attendance:*
  - a. All the City's collegial bodies, including City Commissioners are expected to attend meetings in person whenever possible.
  - b. The City Commission chambers will be the designated meeting location (unless specified otherwise), and Board members and Commissioners must be present unless prevented by illness or physical barriers.
2. *Remote Participation:*
  - a. Remote participation in City collegial body meetings will be allowed only in exceptional circumstances, such as illness or significant physical barriers.
  - b. Requests for remote participation must be made in advance and in writing, detailing the reasons for the request.
3. *Criteria for Remote Participation:*
  - a. Illness: collegial body members who are ill, contagious, or facing a medical condition that makes in-person attendance impractical may request remote participation.
  - b. Physical Barriers: collegial body members facing physical barriers, such as temporary mobility impairments due to accidents or medical conditions, may request remote participation.
  - c. Declared Emergencies: collegial body members may request remote participation during a declared emergency, such as a natural disaster or public health crisis, as authorized by the Governor of Florida.
4. *Approval Process:*
  - a. Requests for remote participation must be submitted to the City Clerk at least 48 hours before the scheduled meeting.
  - b. The collegial body members will review each request and determine whether the circumstances warrant remote participation.
  - c. A majority vote of the collegial body members will decide to approve or deny a request.

5. *Technical Requirements:*

- a. Collegial body members approved for remote participation must have access to appropriate technology to ensure effective communication during the meeting.
- b. The City will provide technical support to ensure the remote participant's connection is stable and secure.

6. *Meeting Participation:*

- a. collegial body members participating remotely are expected to fully engage in the meeting, participate in discussions, and vote on agenda items as required.
- b. Remote participants should follow the same decorum and meeting etiquette rules as in-person attendees.

7. *Quorum Requirement:*

- a. The collegial body must maintain a quorum of in-person members to conduct official business. Remote participants will not be counted toward the quorum.

8. *Public Notice:*

- a. Any collegial body member participating remotely must be identified as such in the meeting agenda and public notices.

9. *Periodic Review:*

- a. This policy will be subject to periodic review by the City Commission to ensure its continued relevance and effectiveness.



**Discussion Items  
15.2.**

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**MEMORANDUM**

---

<b>TO:</b>	Mayor and City Commission
<b>FROM:</b>	City Manager Mario A. Diaz
<b>VIA:</b>	City Manager Mario A. Diaz
<b>DATE:</b>	April 16, 2024

---

**RE:** Special Events Policy and Procedures (Commissioner Phyllis S. Smith)

---

**Description**

**BACKGROUND ANALYSIS:** At the request of Commissioner Phyllis Smith, staff reviewed various policies from neighboring communities and prepared the attached Special Events Policy and Procedures for Mayor and Commission discussion.

**RECOMMENDATION:**

**FISCAL/ BUDGETARY  
IMPACT:**

---

**ATTACHMENTS:**

Description

- ❑ Special Events Policy & Procedures



# City of North Miami Beach

## Special Events, Fee Waiver, and Facility Usage Policy

### Policy Statement

The purpose of the Special Events Policy is to establish comprehensive guidelines and procedures governing the planning and execution of special events within the City of North Miami Beach. This policy is applicable to both internal city departments and external groups seeking to organize and conduct events at city-owned facilities. Approval for all city events is mandated through the City Commission, either by adopting a Special Events Master Calendar in September or on a case-by-case basis. Through this policy, we aim to promote transparency and efficiency in the event planning process, fostering successful collaborations between the city, its departments, and external organizers.

### Definitions

**City Event:** is defined as any event or activity that occurs temporarily on public or private property, disrupting the typical use of parks, public streets, rights-of-way, or sidewalks. This includes public gatherings, activities, or festivals organized or sponsored by the city or external entities within the city's jurisdiction. Examples of City Events encompass art festivals, fairs, farmers markets, filming, celebrations, grand openings, outdoor business promotional events, races, parades, and marches.

**City Commission:** refers to the elected governing body comprised of a mayor and six commissioners. This body is responsible for making policy decisions within the city, representing the public interest. The City Commission plays a crucial role in ensuring a response to residents' concerns, providing leadership and direction for the city's future. The duties and authority of the City Commission are outlined in the City Charter, and they are dedicated to advancing the overall well-being, welfare, health, morals, comfort, safety, and convenience of the city and its residents.

**Non-profit Entity:** A Non-Profit Entity, as defined in this policy for the City of North Miami Beach, refers to an organization certified by the Internal Revenue Service (IRS) under sections 501(c)(3). To qualify, the entity must either be based in the City of North Miami Beach or determined as such at the sole discretion of city commission. Its primary mission should be directly serving the residents and/or businesses of North Miami Beach, emphasizing a commitment to a public purpose rather than providing financial benefits to individuals, corporations, or entities. Furthermore, the Non-Profit Entity is required to be registered and active on Sunbiz.org, the official website of the State of Florida Division of Corporations and must provide proof of its status from the Internal Revenue Service (IRS). This comprehensive definition ensures that recognized Non-Profit Entities align with the community-focused objectives outlined in this policy.

**Special Event permit:** is an official approval granted by City of North Miami Beach local authorities, allowing individuals or organizations to organize events within a specific City jurisdiction. It ensures compliance with regulations, addresses safety concerns, and coordinates logistics with various city departments. The permit is essential for Special Events with the aim of helping maintain public safety and community well-being. Failure to obtain the required permit may lead to legal consequences and potential event disruption.

**Organizer:** Refers to individuals, groups, or entities responsible for planning, coordinating, and executing specific events or activities within the guidelines and regulations outlined in the policy. These organizers take on the role of overseeing all aspects of the event, including but not limited to logistics, safety measures, participant engagement, and adherence to relevant policies and procedures. The organizer is accountable for ensuring that the special event aligns with the established guidelines, complies with any required permits, and contributes positively to the community hosting the event.

**Sponsorships:** Refers to an arrangement between the City and Sponsor wherein the sponsor provides in-kind support or monetary considerations in return for access to the commercial and or marketing potential of being associated with one or more of the City's activities and/or public recognition in a form and manner determined by the city.

### **Event Classification**

- A. Community Scale Events are localized gatherings that do not meet the criteria for Major Special Events. Typically occurring over a few hours, these events have a limited impact on public services. They are characterized by their smaller size and generally require only meeting space and minor activation of interdepartmental efforts.

#### **Community Scale Event Criteria**

**1. Attendance:**

- Typically, fewer than 350 participants.

**2. Duration:**

- Up to four (4) hours.

**3. Scope:**

- The community-scale event is tailored to meet the needs and interests of the local community, involving residents, businesses, visitors, and organizations in the immediate vicinity.

**4. City Services and Resource Activation:**

- Involves basic public services, Park and Recreation, Communication, Public Works, and Police, with the possibility of minor interdepartmental coordination. The community-scale events require a minor activation of interdepartmental efforts, ensuring limited impact on various city departments.

**5. Impact:**

- limited to no impact on local traffic, parking, businesses, residents, and the environment, unless previously approved.

**6. Facility Requirements:**

- Generally, requires meeting space or a small event area.

**7. Organizer Type:**

- Often organized by Internal City departments, local community groups, small businesses, or external entities.

- B. Major Special Events are large-scale gatherings that significantly impact public services and require extensive collaborative efforts from various city departments to ensure its success. Drawing substantial crowds, these events necessitate comprehensive planning, coordination, and resources to address the heightened demands of event activation, traffic management, security, and emergency services. The magnitude of these events calls for intricate interdepartmental cooperation to guarantee a successful and safe experience for attendees while minimizing disruptions to the community.

#### Major Special Event Criteria

**1. Attendance:**

- Typically involves more than 350 participants, often reaching several thousand attendees.

**2. Duration:**

- Usually lasting over four (4) hours

**3. Scope:**

- Encompass citywide participation, engaging residents, businesses, and organizations beyond the immediate vicinity.

**4. City Services and Resource Activation:**

- Requires significant interdepartmental coordination, directly impacting essential public services such as transportation, police, and emergency services. Additionally, it will necessitate increased staffing levels and employee presence to ensure the success and safety of the event.

**5. Venue Utilization:**

- Frequently utilizes extensive public spaces often requiring street closures for road activation.

**6. Transportation Impact:**

- Has a substantial impact on transportation, involving road closures and modified traffic patterns.

**7. Complex Logistics:**

- Involves intricate logistics due to the scale and complexity of the event.

**8. Security Measures:**

- Requires heightened security measures and police presence to ensure the safety of participants and the general public.

**9. Interdepartmental Collaboration:**

- Demands extensive collaboration among various city departments for effective planning and execution.

**10. Media and Public Relations:**

- A comprehensive media and public relations strategy, including marketing techniques, is required to manage communication and public perception and promote the Major Special event.

**11. Financial Scale:**

- Typically has a larger budget with significant financial implications.

C. Facility Reservation Request / Other These smaller-scale assemblies fall below the criteria set for Community-Scale or Major Special Events. Typically, these gatherings are characterized by their more intimate nature and are confined to the basic requirement of meeting space, imposing limited to no strain on public services.

**1. Attendance:**

- Typically, fewer than 50 participants.

**2. Duration:**

- Usually spans a few hours, not exceeding half a day.

**3. Scope:**

- Other / Facility Reservations cater to the requirements and preferences of the local community, engaging residents, businesses, and organizations

**4. Venue Requirements:**

- Primarily centered around the utilization of meeting spaces, community rooms, or smaller venues suitable for accommodating these types of gatherings. These spaces should be selected with the assistance of our City's Park and Recreation Department to ensure availability and compatibility with the scale and nature of this gathering.

**5. Typical Uses**

- Encompasses events related to the political and democratic process, including inter-governmental meetings and community forums.
- Offers space for more personal and significant life events such as weddings, where the intimate setting contributes to a meaningful celebration.
- Provides a venue for funerals and memorial services, allowing for a comforting environment for grieving families and friends.
- Hosts small-scale cultural ceremonies, fostering a sense of community and tradition.
- Facilitates educational workshops, seminars, and training sessions with a focus on smaller audience engagement.
- Supports local arts and cultural events, such as poetry readings, art exhibitions, and small performances.

**6. Logistical Impact**

- Imposes minimal to no strain on public services, thereby minimizing disruptions to the normal functioning of city resources.

## **Special Events Policy**

Events hosted within the City of North Miami Beach must adhere to the following policies and guidelines. Applications are handled in the order they are received unless specific approval is granted by the City Commission.

### **1. Capacity and Experience Requirement:**

**1.1** The City mandates that organizers of special events illustrate their ability and experience essential for the effective execution of their proposed event. Successful candidates should present a documented history of proficiently organizing special events or provide substantial evidence showcasing their competence in hosting a successful special event. This condition ensures that event organizers possess the requisite skills and experience to ensure the seamless execution and success of the proposed event.

### **2. Financial Resources:**

**2.1** Special event organizer must exhibit the financial resources essential for the successful execution of their event. By requiring this demonstration of financial viability, the city ensures that event organizers have the necessary economic foundation to handle the logistical and operational aspects, contributing to the overall success of the event.

**2.2** For all internal City Events, organizers should include a commission-approved budgetary line item in the financial planning process. This ensures transparent financial accountability and aligns with the city's commitment to fiscal responsibility in executing its events.

### **3. Local Economic Impact:**

**3.1** Event organizers are encouraged to actively contribute to the stimulation of the local economy. This objective can be realized by promoting and supporting local businesses, vendors, and services, thereby playing a pivotal role in fostering economic growth within the community of North Miami Beach.

### **4. Mitigation of Potential Harm:**

**4.1** In order to minimize potential harm, adverse effects on essential public services, and liability associated with their event, organizers are required to adhere to the following measures:

#### **4.1.1 Provide Adequate Insurance and Bonding:**

- Ensure the procurement of sufficient insurance coverage and bonding specifically tailored to their events and have the City of North Miami Beach as coinsured/additionally insured on the certificate. A certified copy must be turned into This step is crucial in mitigating financial risks and ensuring responsible event management.

#### **4.1.2 Implement Comprehensive Event Design:**

- Where applicable, develop and implement a thorough event design that considers security services, emergency services, transportation services, and other essential

precautions. This holistic approach aims to create a safe and secure event environment while minimizing any adverse impacts on the surrounding community.

#### **4.1.3 Preparedness for Emergencies:**

- Organizers are tasked with the responsibility of anticipating and preparing for emergencies, encompassing the provision of medical services and the establishment of evacuation plans. This proactive preparedness is crucial for responding effectively to unforeseen situations and prioritizing the safety of all event participants. Depending on the size of the event, the presence of the police is deemed necessary, and all associated fees are the responsibility of the organizer.

#### **4.1.4 Mandatory Police Section**

- Police are required for all events with an expected attendance of over 100 attendees. The facility use permit and application will not be accepted or processed without this section being completed. For events expecting 100+ participants, a minimum of two (2) police officers are required at a 4-hour minimum. For every 50 participants after 100, an additional police officer will be required. You are required to call the off-duty police office at 305-919-3710 to arrange your event at least seven (7) days prior to your event date. You may also request online at <https://www.citynmb.com/171/Hire-an-Off-Duty-Officer> (Fee: \$80/hr. per officer, City-sponsored event / \$48/hr. off duty at a four-hour minimum or whatever the existing hourly rate is as per negotiated collective bargaining agreement).

#### **5. Mayor and Commission requested events not included in adopted Special Events Master Calendar.**

- The Mayor and Commission have approval to sponsor contributed (facility, labor, etc.) is wholly contributed through their contingency fund, based on facility availability and provided subject is acceptable on City standard.

#### **6. Coordination with Other Events:**

**6.1** Organizers are mandated to actively seek out and collaborate with individuals or entities, concurrently organizing events or activities with similar themes elsewhere in the community. This proactive approach aims to minimize conflicts, promote synergy, and enhance overall community planning. By fostering coordination among event organizers, the city encourages cohesive and harmonious scheduling of activities, contributing to a more integrated and enjoyable experience for the community.

**6.2** Organizers are strongly advised to examine the approved Special Events Master Calendar of the City of North Miami Beach Commission before submitting a special event permit application. This is crucial because the initially secured dates and events hold precedence over any new requests. Understanding the existing calendar ensures that event organizers are aware of prior commitments and can make informed decisions regarding the scheduling of their events.

#### **7. Accessibility and Inclusivity:**

**7.1** In addressing the accessibility needs of individuals with disabilities, special events must carefully consider and adhere to the guidelines set forth by the Americans with Disabilities Act (ADA). By

prioritizing ADA compliance, event organizers strive to create an inclusive environment where everyone, regardless of their physical abilities, can feel welcomed and easily participate in the festivities.

**7.2** To enhance inclusivity and celebrate diversity, organizers are encouraged to play an active role in promoting these values within their event programming. This entails incorporating a variety of entertainment options, cultural representations, and inclusive activities that cater to a diverse range of interests and backgrounds.

**7.3** In recognition and respect for the City of North Miami Beach Cultural Heritage Events organizers should actively recognize and respect the cultural heritage of the community. This involves incorporating cultural elements, celebrating diversity, and avoiding any action that may be culturally insensitive and inappropriate.

## **8. Compliance with Approval Processes:**

**8.1** Organizer must comply with special events approval processes and requirements, including:

- Securing special event and other required permits prior to the event.
- Completion of all required inspections.
- Resolution of issues arising from inspections or internal reviews.
- Mandatory participation in an after-action review.

## **9. Evaluation and Continuous Improvement:**

**9.1** Organizers should conduct a post-event evaluation to assess the success and areas for improvement. This involves analyzing event outcomes, attendee feedback, financial impact and logistical efficiency to enhance future events.

## **Special Event Principals:**

- Align with the fundamental mission of North Miami Beach, encapsulated in the core purpose of "Where People Care," and present an event that is devoted to the city's constituencies. Led by individuals who authentically care about creating a positive experience for all participants and community members.
- Prioritize the health and safety of participants, residents, businesses, and visitors by implementing necessary precautions and measures.
- Take measures to ensure the long-term viability of permanent businesses in North Miami Beach, avoiding any adverse effects on their sustainability.
- As much as possible try to avoid disruptions to other community events and activities held concurrently, promoting a harmonious scheduling environment.
- Build upon and support existing community assets within North Miami Beach whenever feasible, fostering a cohesive and collaborative community.

- Actively seek ways to minimize adverse impacts on neighborhoods and essential public services, maintaining the overall well-being of the community.
- Strive to create a positive and enjoyable experience for both visitors and residents, contributing to the overall satisfaction of the community.
- Be consistent with the needs and priorities of the North Miami Beach community, ensuring that events align with the aspirations and goals of the local population.

### **Special Events Master Calendar Adoption**

Every year, in the month of September, as part of the budget approval, the City Commission will assemble to officially adopt a Special Events Master Calendar for the subsequent fiscal year. This calendar will encompass all internal City Community Scale Special Events and Major Special Events planned for that following fiscal year. This Special Events Master Calendar will outline the tentative schedule for City events.

#### **A. Submission Deadline:**

- All city departments, external event organizers, and stakeholders are required to submit event proposals to the City Commission no later than the second Friday of August. This ensures sufficient time each year for administrative submission and inclusion in the FY 24 Special Events Master Calendar.

#### **B. Approval Process:**

- The City Commission will assess and either approve or make adjustments to event proposals in the September Commission session. Events that are incorporated into the Special Events Master Calendar are deemed pre-approved and will be eligible for support from city resources. Final approval by the City necessitates the submission of a permit application, reservation request, and all relevant documentation.

#### **C. Amendments and Modifications:**

- Amendments to the Special Events Master Calendar may be considered in exceptional circumstances and are subject to City Commission approval.
- Modifications to event proposals should be communicated promptly to the City Commission for evaluation and potential adjustments of the Special Events Master Calendar.

#### **D. Case-by-Case Basis Approval:**

- For events falling in the Community- Scale Events and Special criteria not included in the Special Events Master Calendar or for any event proposed after the Special Events Master Calendar adoption, event organizers must submit a detailed event proposal to the City Commission at least:
  - 90 days before the proposed event date for Community-Scale Special Events.
  - 120 days before the proposed event date for Major Special Events



- For events categorized as Facility Reservation Request / Other smaller scale items not included in the Special Events Master Calendar, event organizers must submit a detailed event proposal to the City Manager:
  - 60 days before the proposed event date for Facility Reservation Request / Other

E. Review and Decision:

- The evaluation of event proposals by the City Commission, City Manager, or Parks and Recreation Department (see table A) will be conducted on a case-by-case basis, contingent upon the event's criteria established in this Special Event Policy. This thorough review process takes into consideration several key factors, including the scope of the event, its potential impact on city resources, alignment with community values, and the possibility of conflicts with other city events. The tailored assessment of the permit application ensures that each event proposal is thoroughly examined within the context of its specific category, contributing to a well-informed decision-making process.

F. Approval or Denial:

- The approval or denial of event proposals by the City Commission or City Manager will be conducted on a case-by-case basis, contingent upon the event's criteria established in this Special Event Policy. The City Commission and the City Manager will provide a timely decision on event proposals. Approved events will receive the necessary permits, support, and resources, while denied events will receive clear reasons for their rejection.

These additions provide a framework for Beach, adopting the Special Events Master Calendar process within the Special Events Policy and promoting transparency, efficiency, and collaboration in planning major city events for the fiscal year. Adjust dates and specifics based on the City of North Miami Beach's requirements.

**Public Input:**

A. Community Input:

- The City Commission actively promotes public engagement and participation in the event approval process. Residents and stakeholders are encouraged to contribute their input and feedback on proposed events during public hearings or through designated channels. This inclusive approach ensures that the community's perspectives and concerns are considered, fostering a collaborative decision-making process that reflects the diverse interests and values of the residents and stakeholders within the City.

B. Compliance and Enforcement:

- Compliance: City departments, external event organizers, and stakeholders must adhere to the decisions and conditions set forth by the City Commission based on the criteria established in this special events Policy for approved events.

C. Violation Consequences:

- Non-compliance with event approval conditions may lead to severe consequences, including the potential cancellation of the event and the imposition of fines or other penalties, as determined by the City Commission. For further details and comprehensive policy guidelines, refer to the section titled "Denial, Revocation, or Cancellation of Special Event Permit." Understanding and adhering to these conditions is crucial for organizers to ensure the successful and compliant execution of their events.

### **Application, Processing, and Exemptions**

To assist the City in planning and preparing for an upcoming event, producers must submit their Special Event Permit Application and non-refundable application fee in accordance with the established timeline noted in the following table:

Table A

<b>Event Type</b>	<b>Deadline to Submit Application (Days prior to the event)</b>	<b>Application Fee</b>	<b>Approval Authority</b>
Major Special Event	90 Days	\$300.00 Plus any Applicable Facility Reservation cost	City Commission with City Manager Recommendation
Community Scale Event	60 Days	\$300.00 Plus any Applicable Facility Reservation cost	City Manager with Designee Recommendation
Other / Facility Reservation Request	30 Days	Applicable Facility Reservation cost	Parks and Recreation Department

1. Applications can be submitted as early as 12 months in advance of the event date.
2. Applications received after the mentioned deadlines will not undergo processing.
3. Event applications WILL NOT be accepted from any organizer who has any outstanding invoices for previously permitted special events.
4. Permit Exemptions - Certain activities may qualify for permit exemptions under this Special Event Policy. These exemptions apply to activities that do not meet the criteria outlined for a Major Special Event as defined in this policy.
  - While exempt activities may not require a special event permit, they remain subject to all other relevant procedures, standards, ordinances, and Land Development Regulations. Additionally, they may be subject to evaluation by the Police and Fire Departments, which can result in specific safety requirements for the event. Exempt activities include:
    - Organized activities contracted for at City-owned sites or facilities, such as courses, fields, or courts, intended, and used, for such activities.

- Activities by government agencies, excluding the City or its dependent districts, operating within the scope of their functions. These activities are subject to providing reasonable notice to the City Manager, and the respective government agency may incur costs for the exempt activity.

## **Charges And Fees for City Staffing, Facilities and Equipment**

Event organizers are obligated to cover the costs of City staffing, services, facilities, clean up and equipment related to their event. The City will furnish a cost quote for these services and resources, and it is important to note that these costs may be subject to change. event conclusion of the event, and a final invoice reflecting the actual expenses incurred will be generated.

### **Deposit**

If the Special Event Permit application is submitted and approved more than thirty (30) working days (6 weeks) in advance of the event, 50% of the total facility use charge is required at the signing of the agreement. The remaining balance must be settled in cash, bank check, or money order no later than fifteen (15) working days (3 weeks) before the scheduled use date. Failure to receive payment within the specified timeframe will lead to the cancellation of the facility use application. For permit or reservation applications submitted within less than thirty (30) working days (6 weeks), the total usage and permit fee must be submitted with the application in cash, bank check, or money order.

### **Fees**

Subsequent fee schedule serves as a reference to assist applicants in estimating the associated costs of hosting an event. The fee for each event will be determined based on factors such as location, size, attendance, and the City's personnel requirements. All cost estimates provided are approximations and are subject to change. All payments must be payable to the 'City of North Miami Beach' and submitted when finalizing payment to the City.

## **Staffing Fees**

(determined by each department based on the size and type of event)

<u>Fee</u>	<u>Additional Information</u>
<b>Parks and Recreation Department:</b>	
Recreation Maintenance \$30/hr.	• 4 hours minimum
Recreation Support \$15/hr.	• Additional fees may apply
Recreation Supervisor \$35/hr.	• <b>Additional clean-up fees to be determined by event size and type</b>
Theater Technical \$35/hr.	
<b>Police Department:</b>	
Police officer \$80/hr. (City Sponsored)	• 4 Hours Minimum
Police officer \$48/hr. off duty	• For events expecting 100+ participants, two (2) police officers are required at a 4-hour minimum. For every 50 participants after 100,

an additional police officer will be required.

**Public Works Department:**

Public Works Beautification \$30/hr.

Public Works Electrician \$50/hr.

Public Works Supervisor \$40/hr.

- 4 hours minimum
- Additional fees may apply
- **Additional clean-up fees to be determined by event size and type**

## **Facility Fees**

For detailed information regarding fees, kindly refer to the enclosed Exhibit 1A, which provides a comprehensive copy of the City of North Miami Beach Fee Structure. This document outlines the specific charges associated with various services, facilities, and permits, ensuring transparency and clarity in understanding the financial aspects related to your request or reservation.

## **Denial, Revocation, or Cancellation of Special Event Permit**

1. The City Manager, or designated representative, holds the sole discretion to deny or revoke any application for a special event permit. The revocation of a permit is considered final.
2. Grounds for Revocation – Based on current City, County, and/or State code requirements. The Planning and Zoning Department will deny permits if requirements are not met.
3. An emergency or supervening occurrence requires the cancellation or termination of the event to protect public health and safety.
4. Cancellation of a Permit by the Applicant:
  - To cancel a Special Event Permit, the applicant must submit a written request to the City Manager or designated representative before the indicated setup time specified in the Permit Request. At this point, all non-refundable fees will be forfeited.

## **Facility Fee Waivers**

The Parks and Recreation Department establishes fees for its programs, services, and facility rentals. Fee waiver or fee reduction requests must meet the requirement for fee waivers/ reductions described below. All direct costs are not associated with the fee waiver or fee reduction policy and must be paid. A fee waiver is defined as a rental of the facility for up to four hours of time.

### **The following are NOT eligible for fee waivers/reductions:**

- Events sponsored by private individuals.
- Activities primarily of a fundraising or ticketed event unless the funds directly benefit City owned facilities.

- Events or activities that are not open to the public.
- Events that are political in nature or by individuals seeking political office or elected officials for the purpose of an election campaign.
- Religious organizations seeking space or facilities for religious services.
- Organizations based outside the City of North Miami Beach (unless they demonstrated benefits are primarily to the residents of The City of North Miami Beach).
- Projects or organizations who have failed to fulfill their obligations during previous events or activities for which Department fees were waived or reduced.

**Fee waivers for facilities may be considered under the following conditions:**

- Official programs, meetings, or events conducted by entities or institutions which have entered into an agreement with the City of North Miami Beach. Fees will be waived according to the terms and conditions of the agreement.
- 501(c)(3), with IRS designation, related to the mission of the City of North Miami Beach and or the Parks and Recreation Department.
- The City Mayor and Commissioners will each have a maximum of two (2) fee waivers per fiscal year to apply to any organization that meets the fee waiver requirement.

**Procedure:**

Applicants seeking fee waivers or reductions for community-scale events should submit their requests a minimum of ninety days (90) in advance. For Major Special Events, the request period extends to one hundred and twenty days (120). This advance notice ensures ample time for the City to review and consider such requests, facilitating a streamlined and organized process for fee-related considerations. All direct costs are not associated with the fee waiver or fee reduction policy and must be paid.

**A. Request for Fee Waiver/Reduction Process:**

- The authorized applicant (i.e. Head of Organization, City Department Director, Constitutional Officer, President of Authorized Youth Sport Provider, etc.) will submit a letter/e-mail to the appropriate Parks and Recreation Department Division designee. The letter/e-mail from the authorized applicant shall include at a minimum:
- Application Information: applicant/organization legal name, address, phone number, and e-mail address.
- Facility Request Information: park location(s), amenity/facility requested, and Date(s)/Time(s) requested.
- Provide a detailed description of the event and how it meets the City of North Miami Beach or Parks and Recreation Department mission and how it benefits the City of North Miami Beach community.

**B. If applicable, the organization's 501(c)(3), information shall be attached to the letter/e-mail.**

- The Division designee will review the letter/e-mail and will complete and submit the Fee Waiver Approval Form to the City Manager for Review and Recommendation.
- The City Manager will provide recommendation and will select either Approved or Denied, sign the Fee Waiver/Reduction Approval Form, and forward it to the City Clerk for inclusion in the City's following City Commission agenda.
- As a collective City commission will select either Approved or Denied.
- The City Manager's office will return the original Fee Waiver/Reduction Approval Form to the Parks and Recreation Department.
- The Parks and Recreation Division Director will instruct staff on the standard entry procedures for the point-of-sale system.
- The Parks and Recreation Division Director will record the actual usage associated with the approved Fee Waiver/Reduction.
- If changes need to be made to the Fee Waiver/Reduction Approval Form after approval by the Department Head or designee, then the modification must be sent through the process for approval.

**Guidelines:**

- Recommendations will include all direct costs, concerns, and any other pertinent information that the recommending City Department is aware of.
  - No group, organization, business, or other user may exceed two (2) allowed waivers in a one-year period.
- A. The following criteria shall be used by City commission in making its recommendation:
- **Non-profit section 501(c)(3), with IRS designation, related to the mission of the City of North Miami Beach.**
    - **North Miami Beach Based**
      - Up to 100% waiver (Facility Reservation Only) for an event with no admission or donation.
      - Up to 50% waiver (Facility Reservation Only) for pre-set admission/donation "gated" events or meeting.
      - Maximum of three (3) per year, per user organization.
    - **Not North Miami Beach Based**
      - Must provide copy of 501(c)(3) certificate with organizational street address and contact.

- Up to 100% waiver (rent only) for an event or meeting with no admission or donation.
- Up to 50% waiver (rent only) for pre-set admission/donation “gated” events or meeting.
- Maximum of two (2) per year, per user organization.
- **North Miami Beach based community groups such as H.O.A and others and local, regional, and state government agencies.**
  - City Manager approval on a case-by-case basis.
  - Meeting purposes only for the benefit of the North Miami Beach Community
  - During facility open hours, Monday – Friday
  - No added City expense.
- B. All organizations must comply with all the policies and procedures outlined in this Special Event Policy.
- C. In instances of a scheduling conflict, priority is allocated in the following order: first to all Internal City events, followed by organizations based in North Miami Beach, and finally, organizations not based in North Miami Beach.
- D. All direct costs are not associated with the fee waiver or fee reduction policy and must be paid.

#### **North Miami Beach Library:**

Non –profit organizations that provide official documentation of their non-profit status will be provided use of the Library’s meeting/multi-purpose room, at no extra cost, for up to four (4) hours once per month during normal library operating hours provided it does not interfere with library scheduled programming or operations. For-profit entities are prohibited from using meeting rooms. Use of these rooms by any group does not imply library endorsement of the aims, policies or activities of such group.

#### **Implementation:**

The City Administration is responsible for implementing and communicating this policy to all stakeholders, ensuring clarity and understanding. Their role involves facilitating awareness and adherence across departments, individuals, and organizations, contributing to seamless policy implementation.

This policy becomes effective upon approval by the City Commission and will be periodically reviewed and updated to maintain its relevance and effectiveness in managing city events.



**Discussion Items  
15.4.**

City of North Miami Beach  
17011 NE 19 Avenue  
North Miami Beach, FL 33162  
305-947-7581  
[www.citynmb.com](http://www.citynmb.com)

**MEMORANDUM**

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<b>TO:</b>	Mayor and City Commission
<b>FROM:</b>	Vice Mayor Fortuna Smukler
<b>VIA:</b>	
<b>DATE:</b>	April 16, 2024

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**RE:** Civility (Vice Mayor Fortuna Smukler)

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**Description**

**BACKGROUND**

**ANALYSIS:**

**RECOMMENDATION:**

**FISCAL/ BUDGETARY  
IMPACT:**

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**ATTACHMENTS:**

**Description**

- ▣ R2007-57
- ▣ R2011-22
- ▣ Excerpts from Robert's Rules of Order



**RESOLUTION NO. R2007-57**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, RECOGNIZING THE IMPORTANCE OF CIVILITY, DECENCY AND RESPECTFUL BEHAVIOR IN PROMOTING CITIZEN PARTICIPATION IN GOVERNMENT.**

**WHEREAS**, the open exchange of public discourse is essential to the democratic system of government; and

**WHEREAS**, as a cornerstone of democracy, Americans have observed certain rules of behavior generally known as civility; and

**WHEREAS**, displays of anger, rudeness, ridicule, impatience, lack of respect, and personal attacks detract from the open exchange of ideas, prevent fair discussion of the issues, and can discourage individuals from participation in government; and

**WHEREAS**, civility can assist in reaching consensus on diverse issues and allow for mutually respectful ongoing relationships; and

**WHEREAS**, civility can uplift our daily life and make it more pleasant to live in an organized society; and

**WHEREAS**, the City, County and Local Government Law Section of The Florida Bar urges the adoption of a pledge of civility by all citizens in the State of Florida.

**NOW, THEREFORE,**

**BE IT RESOLVED** by the City Council of the City of North Miami Beach

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

**Section 2.** The Mayor and Council of the City of North Miami Beach hereby adopt this Resolution of Civility and call upon all residents, employees and elected officials to exercise civility toward each other.

**APPROVED AND ADOPTED** by the City of North Miami Beach City Council at the regular meeting assembled this **6th day of November, 2007.**

ATTEST:

  
SOLOMON ODENZ  
CITY CLERK

(CITY SEAL)

  
RAYMOND F. MARIN  
MAYOR

APPROVED AS TO FORM:

  
HOWARD B. LENARD  
CITY ATTORNEY

SPONSORED BY: Councilwoman Phyllis Smith  
Mayor and City Council

**RESOLUTION R2007-57**

**RESOLUTION NO. R2011-22**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL  
OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, RE-  
EMPHASIZING OUR COMMITMENT TO MAINTAIN  
CIVILITY IN THE CONDUCT OF THE PUBLIC'S  
BUSINESS.**

**WHEREAS**, our city officials are the elected leaders closest to the people; and

**WHEREAS**, our elected city officials are thus in a unique position to have a positive impact on behavior, both individually and collectively; and to lead by example; and

**WHEREAS**, public and political discourse often results in a confrontational atmosphere that prevents the development of solid solutions to the problems facing our communities; and

**WHEREAS**, civil and honest public discourse can help all individuals face up to the challenges facing their communities; and

**WHEREAS**, the Mayor and City Council recommit themselves to building an atmosphere in which each person's opinion is respected and public and political discourse are aimed at confronting the problems facing the community and not at those with whom some disagree.

**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 commit themselves to maintaining civility in their public and political discourse and hereby pledge their commitment to the following principles:

- Respect the right of all citizens in our community to hold different opinions;

**RESOLUTION R2011-22**

- Avoid rhetoric intended to humiliate, illegitimize or question the wisdom of those whose opinions are different from theirs;
- Strive to understand differing perspectives;
- Choose their words carefully;
- Speak truthfully without accusation and avoid distortion; and
- Speak out against violence, prejudice and incivility in all of their forms, whenever and wherever they occur.

**Section 3.** The Mayor and City Council hereby further pledge to exhibit and encourage the kinds of personal qualities that are emblematic of and predominate our communities and society in general: gratitude, humility, openness, passion for service to others, propriety, kindness, honesty, caring, faith, sense of duty, and a commitment to doing what is right.

**Section 4.** The City Clerk is hereby directed and authorized to send a copy of this resolution to Michael Sittig, Executive Director of the Florida League of Cities.

**APPROVED AND ADOPTED** by the City of North Miami Beach City Council at the regular meeting assembled this **27th day of April, 2011.**

ATTEST:

  
PAMELA L. LATIMORE  
CITY CLERK

(CITY SEAL)

  
MYRON ROSNER  
MAYOR

APPROVED AS TO FORM:

  
DARCEE S. SIEGEL  
CITY ATTORNEY

SPONSORED BY: Councilwoman Phyllis S. Smith  
Mayor and Council

**RESOLUTION R2011-22**

# Excerpts from Robert's Rules of Order

## **§4:25 The Consideration of a Main Motion: Basic Steps**

4:30 Debate must be confined to the merits of the pending question. Speakers must address their remarks to the chair, maintain a courteous tone, and—especially in reference to any divergence of opinion—avoid injecting a personal note into debate. To this end, they must never attack or make any allusion to the motives of members. As already noted, speakers should refer to officers only by title and should avoid the mention of other members' names as much as possible.

## **§61:6 Dealing with Offenses in a Meeting**

61:19 **Protection from Annoyance by Nonmembers in a Meeting; Removal of an Offender from the Hall.** Any nonmembers allowed in the hall during a meeting, as guests of the organization, have no rights with reference to the proceedings (61:6–8). An assembly has the right to protect itself from annoyance by nonmembers, and its full authority in this regard—as distinguished from cases involving disorderly members—can be exercised by the chair acting alone. The chair has the power to require nonmembers to leave the hall, or to order their removal, at any time during the meeting; and the nonmembers have no right of appeal from such an order of the presiding officer. However, such an order may be appealed by a member. That appeal is undebatable (see 24:3(5)(a)). At a mass meeting (53), any person who attempts to disrupt the proceedings in a manner obviously hostile to the announced purpose of the meeting can be treated as a nonmember under the provisions of this paragraph.

61:20 If a person—whether a member of the assembly or not—refuses to obey the order of proper authority to leave the hall during a meeting, the chair should take necessary measures to see that the order is enforced, but should be guided by a judicious appraisal of the situation. The chair can appoint a committee to escort the offender to the door, or the sergeant-at-arms—if there is one—can be asked to do this. If those who are assigned that task are unable to persuade the offender to leave, it is usually preferable that he be removed by police—who may, however, be reluctant to intervene unless representatives of the organization are prepared to press charges.

61:21 The sergeant-at-arms or the members of the appointed committee themselves may attempt to remove the offender from the hall, using the minimum force necessary. Such a step should generally be taken only as a last resort, since there may be adverse legal consequences; and a person who would refuse to leave upon legitimate request may be the type most likely to bring suit, even if with little justification. In cases where possibly

serious annoyance by hostile persons is anticipated—in some mass meetings, for example—it may be advisable to arrange in advance for the presence of police or guards from a security service agency.



**City Manager's Report  
16.1.**

City of North Miami Beach  
17011 NE 19 Avenue  
North Miami Beach, FL 33162  
305-947-7581  
[www.citynmb.com](http://www.citynmb.com)

**MEMORANDUM**

---

<b>TO:</b>	Mayor and City Commission
<b>FROM:</b>	
<b>VIA:</b>	
<b>DATE:</b>	April 16, 2024

---

**RE:** City Manager's Monthly Report (March 2024)

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**Description**

**BACKGROUND**

**ANALYSIS:**

**RECOMMENDATION:**

**FISCAL/ BUDGETARY  
IMPACT:**

---

**ATTACHMENTS:**

Description

📎 City Manager's Monthly Report (March 2024)





City Manager

**Mario A. Diaz**

# Weekly Wrap Up

in this  
Issue



March 4 - March 8, 2024

Greetings!

This week at City Hall has been very productive. I am excited to share some key highlights that demonstrate our commitment to serving our residents and community stakeholders.

- **Departmental Efficiency:** Our departments are demonstrating impressive strides in productivity. We are constantly exploring ways to optimize workflows and deliver services more effectively.
- **Community Focus:** The community's well-being is our priority. This week, we made significant progress on initiatives that directly impact the lives of residents.
- **Relentless Pursuit of Excellence:** Efficiency and community focus are cornerstones of our mission. We're dedicated to continual improvement and delivering the best possible services.

**This Week's Highlights:**

Building, Human Resources  
**PAGE 1**

Finance, Water,  
Economic Development  
**PAGE 2**

Public Works  
**PAGE 3**

Police  
**PAGE 4**

Library  
**PAGE 5**



# Building

## Building Department Update

**The Building Department** accepted **86** new permit applications this week, all in digital form. There were also **2** additional records for a TCO and a CC.

**Why it matters:** The shift to digital permit applications streamlines the process, saving both applicants and the Building Department time and resources. This update is important for contractors, architects, and developers who will benefit from a more efficient and accessible application process.

**By the numbers:** This week, the building department conducted **63** reviews of permit applications and plans. These reviews cover various aspects, including building, structural, mechanical, electrical, and plumbing.

**The big picture:** This update reflects a global trend towards digitizing government services, improving efficiency and reducing paperwork. It also highlights the Building Department's commitment to embracing technology for a more streamlined and accessible process.

**What's next:** The Building Department will continue to enhance its digital platform and explore new technologies to improve the permit application process further.

## Building Department's Paperless Future

**With Project Dox in mind**, as well as two new scanner purchases, the Building Department will be able to cut ties with two third-party companies (MCCI and Thomas Printworks) and generate additional revenue for public requests.

**Why it matters:** This information is important for the Building Department and those involved in public requests. By adopting Project Dox and investing in new scanners, they will save costs by severing ties with external companies and generating additional revenue.

**By the numbers:** The new scanners will allow the Building Department to process and fulfill public requests more efficiently, reducing waiting times by **30%** and increasing revenue by **15%**.

**The big picture:** This shift towards a paperless enterprise aligns with the wider digital transformation trend and sustainable practices in government departments.

**What's next:** The Building Department will continue to explore new technologies and streamline operations to enhance efficiency and sustainability further.

# Human Resources

## Inaugural college fair for employees

**On March 8th**, we hosted our inaugural college fair for employees.

- The event featured multiple colleges collaborating with Higher Education Partners of SE Florida.
- Employees had the opportunity to engage with representatives and learn about diverse education programs.

**Why it matters:** The college fair provided employees with a unique chance to explore educational opportunities and gain insights into various programs tailored for their needs. It highlighted the importance of continuous learning and personal development within the public sector workforce.

**What's next:** This successful college fair event will be followed by additional initiatives to support employees' educational goals and foster a culture of lifelong learning.

## Self-funded health insurance discussion

**We met** with our Agent of Record to explore transitioning to a self-funded health insurance model. The feasibility study confirms it's a viable option for us.

**Why it matters:** This information is important for our organization because it opens the possibility of cost savings and greater control over our health insurance program. We must ensure the financial stability of our health benefits while meeting the needs of our employees.

**What's next:** The next phase involves the agent preparing a presentation for the City Commission, which will provide a detailed overview of the benefits and potential challenges of implementing a self-funded health insurance model.



# Department Updates

## Quick Notes



### Finance

**By the numbers:** Finance printed **181** checks for a total of **\$1,257,736.79**.

- **Within 30 days, 112** invoices received between February 29 and March 6, 2024 were successfully processed.

#### Finance supports departments' business plans

**Finance** provided departments with tasks and timelines to complete their business plans, offering support in the process.

**Why it matters:** Ensuring departments stay on target helps achieve their business plan goals, and Finance's support enhances the likelihood of success for these plans.

## Water

### 2024 Drop Saver Water Conservation Artwork Contest Concludes

The 2024 Drop Saver Water Conservation Artwork Contest concluded on March 6, 2024.

**Why it matters:** **65** students from local participating schools submitted their artwork for the contest, showcasing their talent and raising awareness about water conservation.

**By the numbers:** This year, NMB Water received a total of **65** student entries, encouraging young individuals to engage in environmental issues and promote sustainable practices.

**What's next:** The top **3** winners from the contest were selected to represent NMB Water and compete at the State competition organized by the Florida chapter of the American Water Works Association.

**The bottom line:** The 2024 Drop Saver Water Conservation Artwork Contest successfully highlighted the creativity and commitment of local students in advocating for water conservation.

#### 2nd Annual Charity Golf Classic

**What's next:** The 2nd Annual Charity Golf Classic is scheduled for March 22, 2024, at the Miami Shores Country Club.

**Why it matters:** This event aims to benefit the 'We Care to Share' Bill Payment Assistance Program, which provides financial assistance to those in need.

## Economic Development

### Mortgage and Rental Assistance Update

**Five additional applicants were processed** this week, resulting in a total of **\$16,064** being dispersed to our residents.

**Why it matters:** Providing mortgage and rental assistance to our residents has helped five more applicants this week, ensuring their housing stability and improving their quality of life in NMB.

### Business Assistance Grant Update

**\$6,000.00 has been dispersed** for the business assistance grant, leaving **\$94,000.00** available for more business owners in our city.

**Why it matters:** This update is important for business owners in our city as it shows that substantial funding is still available for assistance grants, giving them the opportunity to access financial support for their businesses.



## Facilities Work Order Solution Review

**Hiperweb update:** A review of the Facilities Work Order solution with Hiperweb was successful, receiving no change requests from the division manager and staff.

**Why it matters:** The review's positive outcome indicates that the solution is on track for further development and integration, which is crucial for the Facilities Maintenance team and the Hiperweb + IT departments as they work towards scheduling user testing and integration.

## Traffic Calming projects update

**What's next:** Traffic Calming projects have been moved into the new application, and data is being loaded into it. Active CIP projects will move forward by 03.01.24.

**Why it matters:** This update is important for those involved in traffic calming projects as it signifies progress in transitioning to the new application and outlines the timeline for data migration and project additions, starting from 3/4/24.

## Transit Updates and Improvements

**New GIS layer for bus shelter,** updated CIP project layer, vendor meeting for Nearmap, and updated Transit department procedures.

**Why it matters:** These updates and improvements enhance the efficiency and accuracy of the Transit department, benefiting both staff and commuters who rely on public transportation.

## Fleet update: challenges and solutions.

**Added new vehicles** to the system and reviewed the Police vehicle spreadsheet, but not completed due to workload. Short of mechanics, hiring more staff to support operations improvement, reducing Fleet Manager's workload.

**Why it matters:** Ensuring vehicles are serviced and maintained is crucial for smooth operations. By addressing challenges and hiring additional staff, we can provide efficient fleet management and better support for our operations team.

## Completion of Mishcon Park Artificial Turf

**What's next:** The Mishcon Park Artificial Turf project is nearly finished, with only three small punch list items left to address next week.

**Why it matters:** Completing the Mishcon Park Artificial Turf project is important for residents and sports enthusiasts.

## 15 Ave Bridge Deficiencies Discovered

**A few deficiencies were discovered** along the expansion joints of the 15th Avenue bridge. Public Works has contacted FDOT bridge inspections team, Chem Moore and Associates, and Bridge Masters to investigate and develop a repairs plan.

- A site meeting with technical stakeholders is scheduled for Friday to put an action plan in place.

**Why it matters:** These deficiencies pose potential safety risks and need to be addressed promptly. Residents and commuters rely on this bridge, and ensuring its structural integrity is crucial for their safety and convenience.

**What's next:** Following the meeting on Friday, an update will be provided regarding the next steps to initiate and complete the bridge repairs.

## Traffic calming projects

**Discussions** have begun with one of the traffic calming design consultants, Chen Moore and Associates. Several locations are actively being worked on for permitting.

**Why it matters:** These projects are important for residents and commuters as they aim to improve road safety and reduce traffic congestion in specific areas. It shows a commitment to prioritize the well-being of the community.

**The big picture:** The collaboration between Public Works and Chen Moore and Associates reflects the government's efforts to address traffic concerns and enhance infrastructure proactively.

**What's next:** Public Works is coordinating with Finance to secure the necessary funds for the construction phase of the traffic calming projects.

## Emergency Operations Center flood zone

**The building department advises** that they cannot confirm if the operations center is in a flood zone. Per the project manager's recommendation, the city should hire a qualified structural engineer to assess the building's resilience to a CAT5 hurricane if one is not already onboard.

**Why it matters:** For city officials and emergency management personnel, it is crucial to determine if the operations center is at risk of flooding. Having a qualified engineer assess the building's resilience will provide important insights for preparedness and contingency planning.

**The big picture:** This issue highlights the importance of evaluating infrastructure vulnerabilities and taking proactive measures to ensure critical facilities can withstand extreme weather events.

**What's next:** The city should prioritize engaging a qualified structural engineer to assess the operations center's resilience and make necessary improvements to withstand a CAT5 hurricane better.



## Search warrant uncovers \$91,000 in currency

Detectives recovered approximately **\$91,000** in US currency and other fraud-related contraband.

**Why it matters:** The recovery of **\$91,000** in currency and fraud-related contraband is significant for the ongoing title fraud investigations case, highlighting progress made by the detectives and potential leads in the case.

- On Thursday, February 29, 2024, Officer Christopher Ramirez was sworn in as a new full-time police officer.
- Officer Camejo completed the FTO Program and was released as a solo officer on the afternoon shift.
- Officer Blatt advanced to Phase 5 of the FTO Program.
- Officer Cooper won the Officer of the Month Award for the month of February.
- Officer Arias won the Top Cop Award for being the most productive officer for the month of February.
- The Afternoon Shift won the Top Shift Award for being the most productive shift.
- Preparations are being made for Honor Guard ceremonies in May.

## Arrest made in Dunkin Donuts burglary

The Dunkin Donuts at 3467 NE 163 St was burglarized, and an arrest has been made after Road Patrol units saturated the area, located the subject, and obtained a positive identification.

**Why it matters:** This news is important for the local community and business owners in the area as it shows the effectiveness of law enforcement in apprehending criminals and ensuring the safety of establishments.

## Vehicles investigated, 1 towed

**The Traffic Unit** investigated derelict vehicles around NE 18 Ave and NE 167 St.

**Why it matters:** Ensuring a clean and safe environment for the community.

**By the numbers:** One vehicle was towed, and three were found to be in legal compliance.

**The bottom line:** Removing derelict vehicles improves the neighborhood and promotes compliance with regulations.

## Officers receive daily crime trend education

**Officers are educated** on current crime trends daily and advised to conduct directed patrols through their respective zones.

**Why it matters:** By educating officers on current crime trends, they are better equipped to identify and prevent potential criminal activity. This information is crucial for law enforcement officers as it enables them to prioritize their resources and keep communities safe effectively.

**By the numbers:** Road patrol officers conducted **593** watch orders, **304** footprints, **200** night eyes, **153** traffic stops, and **8** arrests (**3** felonies).

**The big picture:** By educating officers and providing them with up-to-date information, law enforcement agencies can enhance their ability to combat crime and ensure the community's safety.



## **Celebrating African Culture**

- The library presented its Black History Month program to the community.
- Families came together to learn and enjoy African culture.
- The event was designed as a knowledge and immersive cultural program.
- The village came together to present a traditional storyteller, weaving, beading, and drumming.
- Attendees enjoyed traditional Zulu fare of cookies and tea and went home to continue sharing the culture through visuals.

**Why it matters:** This event is important for those interested in celebrating and learning about African culture.

- It allows families to come together, learn, and enjoy immersive experiences.
- By sharing the culture through visuals, attendees can continue to spread awareness and appreciation in their communities.

**The big picture:** The Black History Month program celebrates African culture and promotes understanding and unity within the community. It serves as a platform for cultural exchange and fosters a sense of belonging and pride.

**What's next:** The Library will continue organizing programs and events promoting cultural diversity and fostering community engagement.

## **Library staff receive essential training**

**4 staff members** received CPR AED certification, mandated by The Children's Trust Grant.

**Why it matters:** The targeted audience, library staff, benefit from continuous training to provide professional services. Readers should care because trained staff can better serve their needs.

**The big picture:** Library staff are staying updated and equipped with the necessary skills to meet the evolving needs of their community.

**What's next:** Staff will continue to receive training to enhance their knowledge and capabilities.

## **Healthy community through outreach programs**

**The library** supports Citywide initiatives and uses them as outreach opportunities. Heart Walk allows people to continue their health goals and become enthusiastic about their city.

**Why it matters:** Our outreach programs help promote a healthy community by providing Health Literacy information and encouraging physical activity. This is important for our community members who want to achieve their health goals and become more engaged with their City.

**By the numbers:** The Heart Walk brought together a total of **100** participants from our Tai Chi, Walk-about, Adult Zumba Gold, and Art & Soul programs.

**The big picture:** Through our outreach programs, the library contributes to the community's overall well-being by promoting health and fostering community engagement.

**Yes, but:** It's important to consider that not all community members may have access to or be interested in participating in these programs.

**What's next:** We will continue to support Citywide initiatives, provide Health Literacy information, and offer various programs to help community members maintain their health goals and stay connected with their city.

## **Training for special populations**

### **Providing specialized training for Spectrum Disorder**

**Why it matters:** Targeted training ensures better support for individuals with special needs.



The City of North Miami Beach



City Manager

**Mario A. Diaz**

# Weekly Wrap Up

in this  
Issue



March 11 - March 15, 2024

Greetings!

It's time once again for our weekly wrap-up to highlight the achievements and updates of our departments. Whether it's exploring ways to better serve our residents, the increase in productivity within our departments, or the dedication of our staff members, we are proud to showcase the many ways in which our city is making an impact.

Here's the wrap-up:

Library, Community Development  
**PAGE 1**

Human Resources, Water,  
Economic Development  
**PAGE 2**

Finance, Police  
**PAGE 3**

Building,  
Information Technology  
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Parks & Recreation  
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# Library

## Local Art Celebration Success

**A celebration** of female authors and local artists unfolded at NMB Library's 10th Annual International Women's Day event.

**Why it matters:** Promotes cultural literacy, supports local artists, and fosters community engagement.

**The big picture:** Celebrating female heroes and artists enhances community values and inclusivity.

**The bottom line:** The event's success highlights the economic and educational benefits for the community.

# Community Development

- Code received and resolved a complaint from Marina Palms residents concerning debris in the garbage enclosure and a homeless man residing on the property.
- Issued citations and educational materials related to illegal dumping in Eastern Shores.
- Illegal construction complaints continue to be referred to the Building Department
- Code continues to remove signs and shopping carts from the public right of way.
- Code addressed several Business Tax Receipt close-out requests.
- Code continues to focus on education and compliance.
- The officers cited multiple properties in the area of "Sir Diego Brazil."
- Code continued to inspect residential rental units.
- BTR has sent out all inventory assessment renewal notices a week ahead of the prior projected schedule.
- Multiple TRAD items have cleared and are now scheduled for April PZB, including Elevate and several variance requests.



# Department Updates *Quick Notes*



## Human Resources

### HR recruitment strategies

**This week,** HR is prioritizing recruitment strategies and partnership collaboration.

**Why it matters:** Attracting top talent bolsters company growth and innovation.

**The big picture:** Effective recruitment drives organizational success and competitiveness.

**The bottom line:** Strategic HR efforts enhance company performance and vitality.

## Water

### Watermain Rehabilitation Phase 2

**What's next:** The Eastern Shores Watermain System Rehab (Phase 2) starts mobilization on March 28, 2024.

**Why it matters:** Ensures improved water line infrastructure for residents and businesses.

**The big picture:** Enhancing water supply reliability and quality in Eastern Shores urban area.

**The bottom line:** The upcoming project enhances local water infrastructure's sustainability.

### WNMB Water project update

#### Continuing work on Golden Glades project.

**Why it matters:** Ensures efficient infrastructure for construction.

**The big picture:** Improving water infrastructure supports construction efforts.



## Economic Development

### Home rehab progress

**The preliminary inspections** are ongoing, advancing applicants toward home rehabilitation completion.

**Why it matters:** Ensuring applicants' homes are safe and improved directly impacts their quality of life.

**The big picture:** Progressing through inspections brings the community closer to enhanced living conditions.

**The bottom line:** Advancing in the program means improved homes and lives.

### Miami Dade Business Expo Recap

**A representative** connected with businesses at the Miami Dade Business Expo.

**Why it matters:** Building partnerships for community benefit.

**The big picture:** Strengthening local ties through networking opportunities.

**The bottom line:** Formed alliances to enhance resident support.



# Department Updates *Quick Notes*



## Finance

**By the numbers:** March 13 check run - 199 checks totaling **\$2,494,375.52**.

- **58** invoices processed within **30** days of receipt

**Finance & departments collaborate on PBB**

**Progress** in program-based budgeting collaboration is ongoing.

**Why it matters:** Ensuring financial reporting accuracy for all stakeholders.

**The big picture:** Improving budgeting efficiency and transparency through collaboration.

**The bottom line:** Streamlining budget processes for better financial planning.

## Police

### Investigations Progressing

- **TIU** and DEA uncovered Fentanyl trafficking; bought 1 oz. Fentanyl, identified target.
- **An arrest was made** in connection with an armed robbery occurring on March 3, 2024.
- **Detectives identified** a person of interest in a residential arson case that transpired on March 11, 2024.
- **Detectives made an arrest** on March 12, 2024, in connection with a fatal shooting incident.

### Administration Division

- **Officer Christopher Ramirez** was sworn in as a new full-time police officer on February 29.

### Operations Division

- On March 14, 2024, the Special Response Team (SRT) served a search warrant in conjunction with the Detective Bureau in an effort to assist in investigating a shooting that occurred at NE 17 AV/NE 162 ST. The warrant was successful, and contraband was recovered.

### Community Partnership Division

**New community partnerships** are forged through interactive PACT meetings.

**Why it matters:** Enhances police-community relationship, fostering trust.

**The big picture:** Building stronger ties between police and community members.

**The bottom line:** Positive outcomes from community-engagement efforts.

### New emergency communications platform launched

**North Miami Beach Police Department** utilizes Carbyne for real-time data and decision-making.

**Why it matters:** Enhances emergency response capabilities and decision-making processes.

**The big picture:** Improves public safety and law enforcement efficiency with advanced technology integration.

**The bottom line:** Carbyne empowers police with real-time critical information for effective decision-making.



# Information Technology

**By the numbers:** 54 tickets received from city staff. 46 tickets resolved.

## Helpbot provides answers

The AI-powered helpbot on the city website has been used by 82 total users.

- 118 questions asked
- 61 questions successfully answered

## Carbyne System Goes Live

The IT department launched Carbyne APEX, an AI-powered call-handling solution, on March 14th.

**Why it matters:** This technology enhances staff's emergency response capabilities.

**The big picture:** Modern call handling innovations improve emergency services efficiency.

**What's next:** Further integration and enhancements to improve response times.

**The bottom line:** Carbyne APEX elevates emergency call handling functionality.



# Building

## 39 new permit applications

**By the numbers:** The building department accepted 39 new permit applications this week, with 7 additional records noted in the report.

## Building Department's Weekly Reviews

**By the numbers:** The Building Department conducted 128 reviews of permit applications and plans this week, focusing on various aspects like Building, Structural, Mechanical, Electrical, and Plumbing.

## Building permits update

**By the numbers:** This week, 46 permits were issued along with 2 Building Re-certifications, 1 C.O., 3 TCO's, and 1 ROW permit.

## Building generating revenue

- Permits filed this week: \$5,024.43.
- Permits issued this week: \$45,934.66.

## 197 inspections conducted last week

**By the numbers:** The Building Department Inspectors conducted 197 inspections recently, along with 41 Code Compliance Inspections and 8 Zoning Inspections.



# Parks and Recreation

## Successful Swim Meet Event

**This Swim Meet** was a major success, showcasing teamwork and sportsmanship.

**Why it matters:** This event highlights collaboration and community spirit.

**The big picture:** Emphasizing the importance of teamwork and dedication in community events.

**The bottom line:** Highlighting the successful execution of a community swim meet.

## Basketball league thriving

**163 participants** enjoy Uleta Park's Intramural basketball league.

**Why it matters:** Engages community youth in skill-building and teamwork.

**The big picture:** Supporting community engagement and athletic development.

**The bottom line:** A successful youth basketball league at Uleta Park.

## Recreational programs success

**Our recreational programs** are flourishing with high registration and active participation at multiple sites.

**Why it matters:** Ensuring engaging programs reinforces community support and fosters active involvement.

**The big picture:** Commitment to diverse recreational programs enhances community well-being and unity.

**The bottom line:** Strong registration and daily participation highlight the success of our recreational initiatives.

## Park renovation progress

**The installation** of artificial turf progresses steadily at Miscon Park.

**Why it matters:** Enhancing community spaces boosts morale and engagement.

**The big picture:** Upgrading facilities improves quality of life and promotes community wellness.

**The bottom line:** Exciting transformations await at Mishcon Park.

### Afterschool Program

Highland Park Total Registered: **63**  
Average daily participation: **55**  
Uleta Park Total Registered: **79**  
Average daily participation: **67**  
Washington Park Total Registered: **60**  
Average daily participation: **55**  
Y.E.S Center Total Registered: **93**  
Average daily participation: **88**

### Intramural Basketball

Allen Park Total Registered: **53**  
Highland Park Total Registered: **31**  
Uleta Park Total Registered: **30**  
Washington Park Total Registered: **30**  
Y.E.S Center Total Registered: **20**  
Theater Total number of External Reservations: **1**  
Total of City Sponsored productions: **0**  
Theater Revenue: **\$3,000**

### Senior Programming

Weekly Attendance: **75**  
Senior Luncheon: **0**

### Aquatics Programs

Exer- Swim Registered: **6**  
Exer- Swim Attendance: **4**  
NEW North Miami Beach Barracudas Swim Team Register: **1**  
North Miami Beach Barracudas Swim Team Attendance: **56**

### Weekly Participants:

N/Res Child 17 and under: **14**  
Res Child 17 and under: **7**  
Adult 18+: **34**  
Senior 55+: **8**  
City Employees: **1**  
Krop Water Polo Practice: **36**  
Water Polo Meet Krop V/S Barbara Goleman: **47**  
Spectators: **24**  
Lifeguard Training Recruitment Prerequisite: **13**  
Adult Complementary Pass: **2**





City Manager  
**Mario A. Diaz**

# Weekly Wrap Up

in this  
Issue



March 18 - 22, 2024

Greetings!

This month, our innovative and collaborative spirit has enabled our departments to thrive in various capacities, which, in turn, will strengthen our commitments and priorities in the city. During March, our finance team met across multiple departments to assist with our new Program-Based Budgeting, enabling us to effectively meet our residents' needs. The department's efforts have not only facilitated productive discussions on the allocation of resources but have also ensured that we remain responsive to the evolving needs of our residents. Their dedication will be instrumental in driving the city's Program-Based Budgeting initiatives forward, demonstrating our unwavering commitment to seeing North Miami Beach SOAR.

As always, I am fortunate to work alongside a team that is dedicated to fostering a strong sense of community and values a culture of care, which ultimately enhances our city's outcomes. My team's unwavering commitment to serving our residents is evident in every initiative we undertake. With such a dedicated team by our side, I am confident that together we will continue to make meaningful contributions to the well-being of our residents.

Here's the wrap-up:

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# Library

## **Spring Camp for young readers.**

**A 'Spring Camp'** will offer Sunshine State Reading Requirements support for young students.

**Why it matters:** This initiative fosters early literacy skills crucial for young readers.

**The big picture:** This program encourages a love for reading and learning among elementary students.

**The bottom line:** Engaging activities aim to boost children's literacy during spring break.

## **Library supports lifelong learning**

**Library staff** promoted resources at Career Source Fair.

**Why it matters:** Empowering users with skills and support.

**The big picture:** Connecting community with library resources.

**The bottom:** The library enhances access to community skills.

## **Adult field trip success**

**An adult field trip** to a training ship at Miami Marina offered educational experiences and cultural celebrations.

**Why it matters:** Field trips provide enriching experiences and cultural insights for adults, enhancing personal growth and education.

**The big picture:** Active learning experiences and cultural immersion contribute to a well-rounded educational journey for participants.

**The bottom line:** Adult field trips offer valuable educational and cultural experiences, fostering personal growth and enrichment.



# Public Works

## Highland Village Traffic Calming and Road Striping Restoration

**What's new:** The project is moving forward with an approved vendor and scope of work.

- Construction will commence on March 29, 2024
- **33** stop bars and double yellow pavement markings will be painted

## Traffic calming at 168th street and 169th street (1st Phase)

Two speed table humps were installed in Uleta to reduce speeding in the community.

**Why it matters:** Addressing residents' concerns and improving road safety.

**The big picture:** Part of a broader traffic calming initiative in the City.

**The bottom line:** Speed tables were installed after a traffic study's recommendation. Installation of Traffic separators on 35th Avenue between 163rd and 164th Streets.

**What's new:** A vendor has been engaged.

- Work will be completed on March 28, 2024
- **10** traffic separators will be installed.

# Community Development

## BTR Audit Progressing

**What's new:** We continue to work with the county to review SOPs and update our process.

- We are updating files and procedures to roll out our mobile vending ordinance requirements.

## Developments Moving Forward

- **2** developments will be on the Planning & Zoning Board agenda in April.
- We expect **3** major development applications to be on the May agenda.

## Code Compliance

**What's new:** Code compliance continues to address issues throughout the city

- Server graffiti complaints were addressed
- Illegal short-term rental violations were cited in Eastern Shores
- A camera is being installed to curtail illegal dumping near 136th Terrace
- Bulk trash education continues in Eastern Shores with flyer distribution
- Illegal construction is being reported to the building department
- Portable signs and shopping carts are regularly being removed from the public right of way
- Abandoned vehicles on city property were referred to the police department

**Why it matters:** Code compliance ensures the city maintains a positive appearance and ensures safety measures are followed.



# Department Updates

## Quick Notes



## Information Technology

### Chat bot stats update

- **By the numbers:** Over the week, **71** users were assisted with **101** questions by the Frase help chat bot, with **43** questions satisfactorily answered.

### IT Department tickets update

- **42** tickets were submitted by city staff, with **33** resolved within a week.

## Human Resources

### HR team at Career Fair

**HR team attended CareerSource Fair,** engaged with candidates, offered laptop for job applications.

**Why it matters:** Enhances recruitment efforts, boosts candidate experience, and expands talent pool.

### Salary study update

**What's next:** Updates from Evergreen Salary Study shared by HR, detailed meetings next week.

**Why it matters:** Understanding salary study impacts key for departmental clarity and staff morale.



## Economic Development

### Event coordination success

**An event was successfully coordinated** with key partners for Career and Education.

**Why it matters:** Bringing together multiple businesses and schools enhances community engagement and professional development.

**The big picture:** Collaboration with various entities boosts local economic and educational growth.

**The bottom line:** Partnerships foster impactful community events and opportunities.



# Department Updates

## Quick Notes



## Finance

**By the numbers:** March 13 check run printed **166** checks

- **Total amount:** **\$3,005,147.72**
- **80** invoices were received from March 14-20 were processed within 30 days.

## Water

### Charity Golf Event Sold Out

NMB Water's 2nd Annual Charity Golf Classic is booked with **144** golfers on March 22, 2024.

**Why it matters:** This event's success ensures funding for the 'We Care to Share' Billing Assistance Program.

**The big picture:** Community engagement through golf helps support water bill assistance.

**The bottom line:** All slots filled, benefiting important billing assistance program.

### Water quality and CIP updates

**NMB Water** ensures safe water quality through testing and compliance.

**Why it matters:** Residents receive safe and compliant water services.

**The big picture:** Safety protocols and compliance maintain water quality standards.

**The bottom line:** Stay informed on safe water and infrastructure updates.

## Building

**By the numbers:** **64** permit applications accepted.

- **2** records for building recertification
- **183** reviews of permit applications and plans
- **65** permits issued
- **220** inspections
- **119** code compliance inspections
- **9** zoning inspections
- **1** engineering inspection

**Generating revenue:** **\$6,775.15** in deposits

- **\$80,056.84** in revenue for permits issued





# Parks and Recreation



## Exciting Senior Program Outing

**An outing** to Flamingo Gardens delighted seniors with **3,000** exotic plants.

**Why it matters:** Connecting seniors to nature promotes community and joy.

**The big picture:** Senior programs enhance well-being through engaging activities.

**The bottom line:** Senior outings foster community and nature appreciation.

### Afterschool Programs

Highland Park Total Registered: **63**  
Highland Park Average daily participation: **55**  
Uleta Park Total Registered: **79**  
Uleta Park Average daily participation: **67**  
Washington Park Total Registered: **60**  
Washington Park Average daily participation: **55**  
Y.E.S Center Total Registered: **93**  
Y.E.S Center Average daily participation: **88**

### Intramural Basketball

Allen Park Total Registered: **53**  
Highland Park Total Registered: **31**  
Uleta Park Total Registered: **30**  
Washington Park Total Registered: **30**  
Y.E.S Center Total Registered: **20**

### Senior Programming

Weekly Attendance: **84**  
Senior Luncheon: **0**  
Senior Field Trip: **34**

### Theater

Total number of External Reservations: **2**  
Total of City Sponsored productions: **0**  
Theater Revenue: **\$20,500**





City Manager

**Mario A. Diaz**

# Weekly Wrap Up

in this  
Issue



March 25 - March 29, 2024

Greetings!

The dedication and commitment of the team to foster a sense of community and prioritizing the well-being of our residents are key pillars in driving positive outcomes for the city. By working together and leveraging each other's strengths, the team is undoubtedly making a meaningful impact on the lives of North Miami Beach residents.

Maintaining this collaborative and caring culture within the team will undoubtedly continue to yield positive results and contribute to the city's overall success. Let's continue to propel North Miami Beach towards even greater heights of success and prosperity.

Here's the wrap-up:

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# Community Development

## Code enforcement actions and violations reported.

**Based on recent complaints,** code enforcement has identified multiple violations:

**Why it matters:** These actions are important to maintain a safe and aesthetically pleasing community environment for all residents. It is essential that everyone understands the significance of complying with the regulations.

**The big picture:** Code enforcement plays a vital role in addressing various infractions, including illegal rentals, derelict properties, and litter. These efforts contribute to the overall improvement of the neighborhood.

**What's next:** Future initiatives from the code enforcement team will focus on raising awareness and ensuring compliance with regulations. Expect ongoing inspections and enforcement activities.

**The bottom line:** Residents are reminded to abide by city ordinances, maintain their properties, and refrain from violations such as improper trash disposal. Cooperation is key in creating a harmonious living environment.

# Finance

## Processed invoices show timely payments

**What's new:** Finance processed **62** invoices totaling **\$1,112,076.77**, all paid within **30** days.

**Why it matters:** Timely payment of invoices demonstrates financial responsibility and maintains positive vendor relationships.

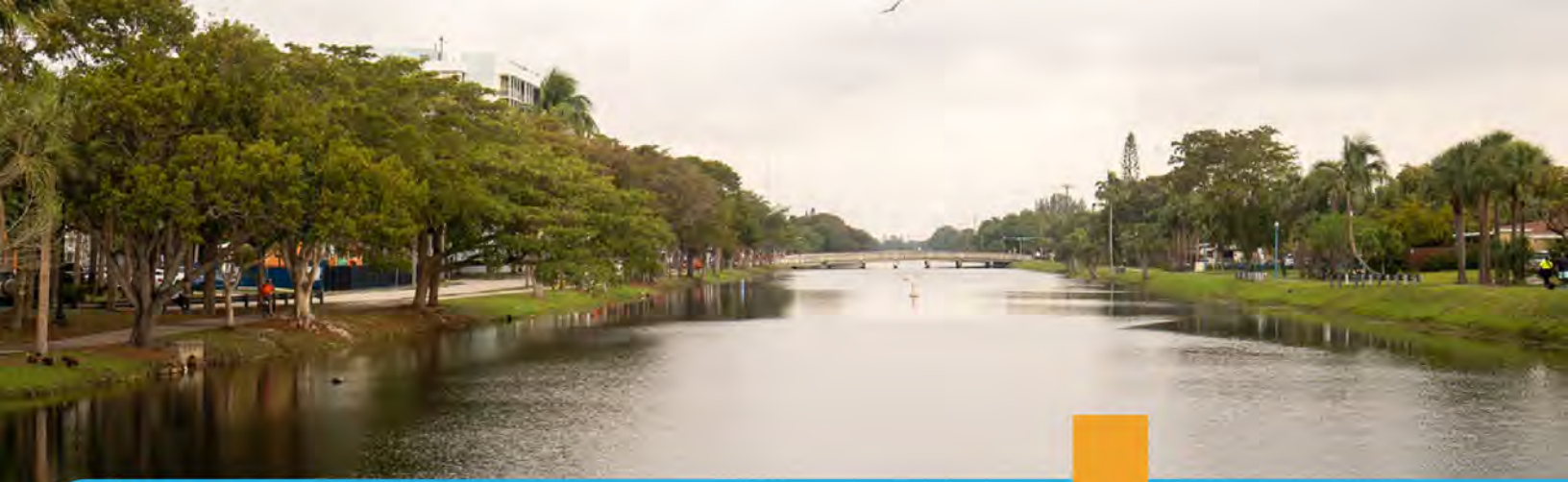
**The big picture:** Processing all invoices within **30** days ensures efficient cash flow management and avoids late payment penalties.

**What's next:** Expect continued diligence in processing invoices promptly and maintaining strong financial practices.

**The bottom line:** Timely payment of invoices is crucial for maintaining strong financial health and vendor relationships.







# Library

## Collaboration Meeting with Purchasing and City Manager

**The meeting** created progress on long-awaited requests.

**Why it matters:** This update is important for all staff to understand the improvements and challenges faced by our team and to appreciate the support we receive in moving forward with projects that benefit our community.

**The big picture:** This meeting signifies an important milestone in overcoming obstacles and advancing initiatives that have been in progress since August 2023, including ESOL classes, online databases, and room reservation access.

**The bottom line:** Despite only one resolution this week, our progress has improved by 25% compared to a month ago, demonstrating our commitment to continuous improvement.

## Collaboration yields progress

**Public Works,** IT, and the library collaborated on electrical drops for ARPA projects.

**Why it matters:** This info is important for all staff involved in the ARPA projects. It ensures progress and support from Public Works.

**The big picture:** Collaboration between departments is crucial for successful projects.

**The bottom line:** Progress was made on the ARPA projects with the support of other departments.

## Library staff training

**The library will be closed** in the morning for staff training.

**Why it matters:** The training is important for the library staff to enhance their AI implementation skills.

**The big picture:** This training is part of the library's efforts to stay up-to-date with technology.

**The bottom line:** The library will reopen at noon for regular services.



# Building

## Building Department updates

**By the numbers:** The Building Department accepted **40** new permit applications this week. Not only that, but there was also an additional TCO, a TCC, **2** ROW permits, and **3** Building Recertifications.

**Why it matters:** The information is important for all staff members to be aware of, as it showcases the department's activity and the increased number of permit applications processed.

**The big picture:** This update highlights the significant workload carried out by the Building Department in reviewing various permit applications and plans.

**What's next:** As the department continues to process permit applications, expect further updates on the activities and progress being made.

**The bottom line:** The Building Department has been handling a high volume of permit applications, issuing permits, and ensuring compliance with regulations.

## Building Department Update

**By the numbers:** This week, the Building Department generated **\$10,734.38** in deposit fees.

**Why it matters:** The information is important to all staff as it highlights the financial impact of permits filed.

**The big picture:** The Building Department conducted **191** inspections, in addition to code compliance and zoning inspections.

**What's next:** Stay tuned for updates on upcoming permits and inspections.

**The bottom line:** The Building Department collected **\$59,585.18** from permits issued this week.

# Water

## 42 water projects

**By the numbers:** There are **42** identified potential projects in NMB Water's Capital Improvement Program, including Washington Park, Velda Farms, Cravero, and NE 19th Avenue.

**Why it matters:** This information is important for all staff at NMB Water as it highlights the progress and commitment towards improving the water infrastructure. It ensures better services and quality for the residents.

**The big picture:** These projects are part of NMB Water's broader efforts to enhance water systems and address infrastructure needs in North Miami Beach.

**What's next:** Keep an eye out for updates and announcements regarding these projects as NMB Water continues to work on their successful completion.

## Water Conservation Month at NMB Water

**What they're saying:** At NMB Water, we actively promote efficient water use.

**Why it matters:** Conserving water is crucial for all of us.

**The bottom line:** Preserving water benefits present and future generations.



# Information Technology

## City help chatbot success

**By the numbers:** the city help chatbot successfully delivered **55** answers to users' questions out of a total of **132** questions asked by **93** users.

**Why it matters:** This accomplishment is essential for all staff to know as it demonstrates the effectiveness of the chatbot in assisting users and providing valuable information.

**The bottom line:** The chatbot has proven its worth by successfully addressing a significant number of user questions, improving overall user experience and saving valuable time.

## IT department resolves 42 out of 53 tickets

**In just one week,** the IT department successfully resolved **42** out of **53** tickets received from city staff.

## Website Redesign Kicks Off

**What's next:** IT and City Manager's office are meeting with all departments to start the website redesign process, resulting in a brand-new website in the upcoming months.

**In addition:** We are replacing our mobile app in Apple and Google Stores. Get ready for an improved user experience and enhanced functionality.

# Procurement

## 39 Requisitions, 50 Vendors, 4 Contracts: Recent Updates

**By the numbers:** **39** Requisitions were processed, totaling **\$16,076,952.16**. A Purchase Order Change Order was also processed, costing **\$103.23**.

**Why it matters:** These updates are important for all staff to be aware of because they involve significant financial transactions. It's crucial for everyone to understand the financial impact of these changes.

**The big picture:** In addition to the requisitions and the purchase order change order, **50** new vendors were added, and **21** vendor updates were made.

- Furthermore, a new contract was added with a value of **\$50,000**, and **7** contract change orders were created.
- Additionally, **4** contracts were renewed.

**The bottom line:** These recent updates reflect ongoing activity and growth in our procurement processes. It is essential for all staff to stay informed about these changes to ensure compliance and effective financial management.

## Procurement in Process

### To be Awarded:

- RFQ-23-048-KC ESSTD Security Guard Services

### Negotiation Phase:

- RFQ-23-035-SG Professional Legal Services

### Drafting Phase:

- Bank Loan Services/Pest Control Services
- RFP-24-006-SG External Auditing Services
- ITB-24-005-SG Multi-Site Wastewater Construction Project
- RFP for Holiday Lighting
- Affordable Housing Project



## Investigations Division

- Missing adult on March 22, 2024, Rodney Fleurant was last seen by his grandmother. He suffers from several medical ailments. A flyer was created and distributed on social media.
- Crime Scene interviews were conducted for the open vacancies. Waiting on background checks to come back in order to proceed.
- TIU in conjunction with DEA worked a Fentanyl trafficking case where 1 ounce of Fentanyl was purchased and a target was identified.

## Operations Division

- NMBPD TAT in conjunction with MDPD CSIT and NMPD CSU worked together and made **1** Felony arrest for controlled substance, **1** misdemeanor arrest for Resisting w/o Violence, **1** Probation Warrant arrest, recovered **1** Adderall pill, and documented **2** new gang members.
- February Officer of The Month (Henrique Cooper) was honored at the NMB Chamber of Commerce Meeting and Roll Call along with Civilian of the Month, PCO Tonya Hollimon.
- Command Staff attended the Miami-Dade Chiefs of Police Association Dinner.
- PPO Blatt completed the FTOP and is now a solo officer.
- Road Patrol made **16** arrests.
- Officer Henrique Cooper located an occupied stolen vehicle taken in an armed carjacking. Officer Cooper followed the vehicle until the subject bailed out. A perimeter was established but the subject had evaded capture. A loaded firearm magazine was located in the car, but no gun. The vehicle was taken from Miami-Dade PD jurisdiction.

## Administrative Division

- Currently conducting an officer orientation program for **2** new police officers.
- Did a pension presentation for the new officers in the orientation advising them of their police pension benefits.

## Community Partnership Division

- CP responded to a complaint of a homeless person residing at 16375 NE 18 Ave. There are TAW signs posted. The individual was not on the property. CP detectives met with the building manager and she advised she had not seen anyone, but would remove debris and abandoned property, possibly left by a homeless individual. CP detectives responded to the wooded area behind 821 NE 182 Terr, in response to a homeless camp. Detectives met with individuals living in tents at this location. Detectives gave them time to remove their property and returned 2 days later to find the area cleared of tents. Public works responding to clean remaining debris.





# Human Resources

## Continued engagement, salary study impact

**We have continued to engage with departments**, providing detailed explanations of the modifications resulting from the salary study and elucidating its impact on their respective departments.

**Why it matters:** Understanding the impact of the salary study is crucial for all staff to comprehend the changes and their significance for their own departments. Knowing how this study affects individual departments will help employees navigate the modifications and adapt to them effectively.

## Convincing cross-departmental collaborations

**Collaborating with a conflict resolution specialist** to convene meetings across multiple divisions, aiming to address communication challenges within the department.

**Why it matters:** Fostering teamwork across departments is crucial for optimal productivity and efficiency.

- This initiative facilitates better communication, streamlines workflows, and improves employee morale.
- By promoting effective collaboration, the organization can achieve its goals effectively and stay ahead in the competitive landscape.

## 2024 Harassment Prevention Training with Russell Correa

**Russell Correa will conduct our 2024 Harassment Prevention training.**

- The training will consist of two sessions per day over two days.
- It is designed to fulfill annual compliance training requirements.

**Why it matters:** This training is important for all staff members.

- It ensures compliance with mandatory annual training requirements.
- By participating in this training, employees will gain knowledge and skills to prevent and address harassment in the workplace, creating a safe and inclusive environment for everyone.

## Stakeholders review feasibility study for self-funding

**Key stakeholders** met with our Agent of Record to discuss the results of the feasibility study on the City's transition to self-funding for health insurance.

**Why it matters:** The City Commission presentation is the next step in the process, and it is important for all staff to understand the potential benefits and implications of self-funding. This information will help employees make informed decisions about their health insurance options.





**City Manager's Report  
16.2.**

City of North Miami Beach  
17011 NE 19 Avenue  
North Miami Beach, FL 33162  
305-947-7581  
[www.citynmb.com](http://www.citynmb.com)

**MEMORANDUM**

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<b>TO:</b>	Mayor and City Commission
<b>FROM:</b>	
<b>VIA:</b>	
<b>DATE:</b>	April 16, 2024

---

**RE:** NMB Water Updates & Highlights (March 2024)

---

**Description**

**BACKGROUND**

**ANALYSIS:**

**RECOMMENDATION:**

**FISCAL/ BUDGETARY  
IMPACT:**

---

**ATTACHMENTS:**

Description

- 📎 NMB Water Updates & Highlights (March 2024)





# **NMB Water Updates & Highlights**

**April 16, 2024**

# AGENDA

- 1. CIP Program Update**
- 2. NMB Water Financial Report Update**
- 3. Customer Service Update**
- 4. Community Outreach Update**

# CIP

# Program Update

# CIP – Procurement Update

## **Sunny Isles Beach Watermain Replacement**

- ❖ The CIP Team is currently evaluating the Contractor bids and will be issuing a recommendation in April.

## **System-Wide Watermain Replacement – Pinetree Park North**

- ❖ The NMB City Commission approved the award of a Design, Permitting, and Construction phase services contract for approximately 19,000 linear feet of Watermain.
- ❖ The kick-off meeting was held on March 15.

## **System-Wide Watermain Replacement – Pinetree Park South**

- ❖ The CIP Team will recommend the Design, Permitting, and Construction phase award at the April commission meeting.

## **System-Wide Watermain Replacement – Norland SE**

- ❖ The CIP Team will recommend Design, Permitting, and Construction phase award at the April commission meeting.

# CIP – Procurement Update

## **Eastern Shores Watermain System Rehabilitation (Phase 2)**

- ❖ Construction is anticipated to start April 2024.
- ❖ NMB Water held a Town Hall Meeting on March 26, 2024.

## **Operations Center Pump Station Improvements**

- ❖ The Award Recommendation was approved at the City Commission meeting agenda on February 20, 2024. Anticipated construction start April 2024

## **Bell Gardens Force Main Replacement**

## **Master Pump Station #4 Force Main Re-Routing**

- ❖ The CIP Team is working with NMB Procurement to have these projects advertised in April 2024.

## **Bunche Park Watermain Improvement**

- ❖ The CIP Team is working with NMB Procurement to have these projects advertised in April 2024.

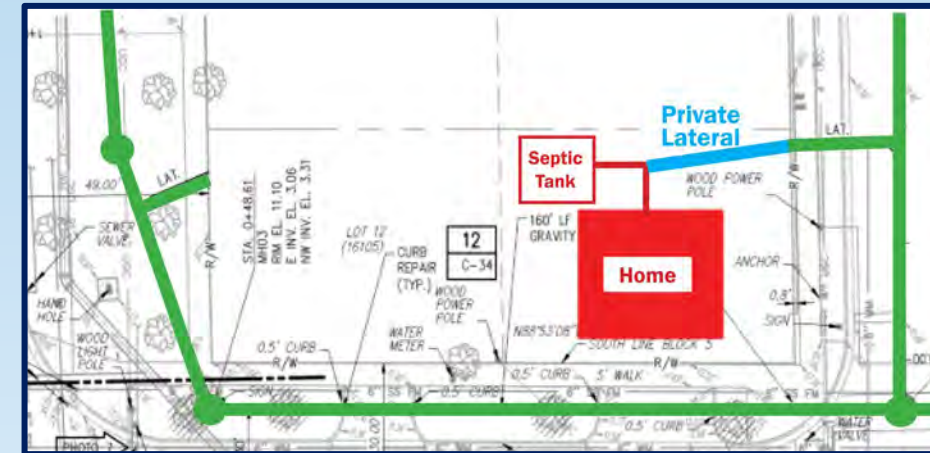
# CIP

# Construction Projects

# CIP – Construction Projects

## Corona del Mar Collection System (Private Laterals)

- ❖ The contractor is proceeding with the permitting for the installation of the private lateral connection to the new sewer main.
- ❖ The first round of permits was submitted to the Miami-Dade County Division of Environmental Resource Management (DERM) and extensive discussions are being facilitated to obtain approval.
- ❖ The project is forecast to be completed approximately in May 2025.





# CIP – Construction Projects

## Norwood Water Treatment Plant Improvements

### Production Wells Installation

- ❖ Development is almost complete on the Biscayne Aquifer Production Well.
- ❖ Well development for the Floridan Aquifer is complete.





# CIP – Construction Projects

## Norwood Water Treatment Plant Improvements

### 5-Million-Gallon Water Storage Tank

- ❖ The construction is progressing on schedule.
- ❖ The dome of the tank is now complete.
- ❖ Field orders for the High Service Pump Station and new Workshop have been issued and is under review.

[Video Link](#)



# NMB Water

# Financial Report Update

# Financial Report Update

FY2024					FY2023				
	Revenue	Expenses	Non CIP Consultants	CIP Consultants		Revenue	Expenses	Non CIP Consultants	CIP Consultants
January	2,420,584.88	1,612,534.18	18,750.00	1,998,810.78	January	3,123,748.40	3,083,646.24	14,585.00	391,742.27
February	2,400,231.18	1,331,624.57	165.00	1,071,309.15	February	1,823,731.77	1,526,526.86	2,781.50	235,515.52
March	2,342,690.88	945,051.44	16,357.50	3,309,789.57	March	5,298,451.67	3,346,118.38	11,312.50	1,928,649.82
Total	7,163,506.94	3,889,210.19	35,272.50	6,379,909.50	Total	10,245,931.84	7,956,291.48	28,679.00	2,555,907.61
CIP Vendor Name	January	February	March	Grand Total	CIP Vendor Name	January	February	March	Grand Total
BLACK & VEATCH CORPORATION	308,194.95			308,194.95	ALL WEBB'S ENTERPRISES INC	168,930.00		58,954.28	227,884.28
CHEN MOORE AND ASSOCIATES INC		190.00		190.00	BLACK & VEATCH CORPORATION	211,769.50	217,936.38	463,924.58	893,630.46
DAVID MANCINI & SONS INC	25,900.00	41,450.00	134,450.00	201,800.00	CHEN MOORE AND ASSOCIATES INC	1,980.00	6,495.00	10,310.00	18,785.00
EAC CONSULTING INC	1,791.36	1,130.68		2,922.04	CITY OF NORTH MIAMI BEACH			4,875.00	4,875.00
PCL CONSTRUCTION INC	1,405,759.27	818,720.43	2,875,339.57	5,099,819.27	EAC CONSULTING INC	3,641.67	3,516.34	14,058.75	21,216.76
ALL WEBB'S ENTERPRISES INC	244,309.50	94,274.74		338,584.24	KIMLEY-HORN AND ASSOCIATES INC	5,421.10	7,567.80		12,988.90
SOUTHERN UNDERGROUND INDUSTRIES			300,000.00	300,000.00	PCL CONSTRUCTION INC			1,376,527.21	1,376,527.21
REVERE CONTROL SYSTEMS INC		113,596.00		113,596.00	Grand Total	391,742.27	235,515.52	1,928,649.82	2,555,907.61
KIMLEY-HORN AND ASSOCIATES INC	12,075.70	1,947.30		14,023.00					
RANGELINE TAPPING SERVICES INC	780.00			780.00					
Grand Total	1,998,810.78	1,071,309.15	3,309,789.57	6,379,909.50					
Non-CIP Vendor Name	January	February	March	Grand Total	Non-CIP Vendor Name	January	February	March	Grand Total
BOOK, RONALD PA			10,532.50	10,532.50	BOOK, RONALD PA	5,210.00	2,781.50	2,562.50	10,554.00
RUBIN TURNBULL & ASSOCIATES	18,750.00			18,750.00	DIGITAL ASSURANCE CERTIFICATION LLC			2,500.00	2,500.00
APPRAISALFIRST REAL ESTATE APPRAISERS			3,500.00	3,500.00	RUBIN TURNBULL & ASSOCIATES	9,375.00		6,250.00	15,625.00
RAFTELIS FINANCIAL CONSULTANTS, INC		165.00	2,325.00	2,490.00	Grand Total	14,585.00	2,781.50	11,312.50	28,679.00
Grand Total	18,750.00	165.00	16,357.50	35,272.50					

WASTEWATER									
FY2024					FY2023				
	Revenue	Expenses	Non CIP Consultants	CIP Consultants		Revenue	Expenses	Non CIP Consultants	CIP Consultants
January	559,753.53	700,226.72	10,000.00	128,520.54	January	537,256.59	773,895.76	-	158,912.84
February	513,981.00	695,414.26	17,310.00	112,371.50	February	783,554.95	566,559.45	-	31,790.02
March	561,951.34	424,156.78	-	19,395.00	March	1,539,601.22	1,200,526.91	21,685.00	145,209.83
Total	1,635,685.87	1,819,797.76	27,310.00	260,287.04	Total	2,860,412.76	2,540,982.12	21,685.00	335,912.69
CIP Vendor Name	January	February	March	Grand Total	CIP Vendor Name	January	February	March	Grand Total
BLACK & VEATCH CORPORATION	121,492.04			121,492.04	BLACK & VEATCH CORPORATION	28,547.14	31,790.02	92,171.07	152,508.23
HAZEN AND SAWYER PC	7,028.50	112,371.50	19,395.00	138,795.00	C&W PIPELINE INC			37,714.26	37,714.26
Grand Total	128,520.54	112,371.50	19,395.00	260,287.04	HAZEN AND SAWYER PC	130,365.70		15,324.50	145,690.20
					Grand Total	158,912.84	31,790.02	145,209.83	335,912.69
Non-CIP Vendor Name	January	February	March	Grand Total	Non-CIP Vendor Name	January	February	March	Grand Total
FLORIDA TECHNICAL CONSULTANTS	10,000.00		-	10,000.00	HAZEN AND SAWYER PC	-	-	21,685.00	21,685.00
HAZEN AND SAWYER PC		17,310.00	-	17,310.00	Grand Total	-	-	21,685.00	21,685.00
Grand Total	10,000.00	17,310.00	-	27,310.00					

1. Insurance increased by \$1MM in FY24

2. Prices for some chemical inputs have increased by over 10% in FY24

3. NMB Water's contribution to the IT fund increased in FY24

4. Quarterly residential billing has not gone out as of this report date (not included in March FY24).

# Customer Service Update



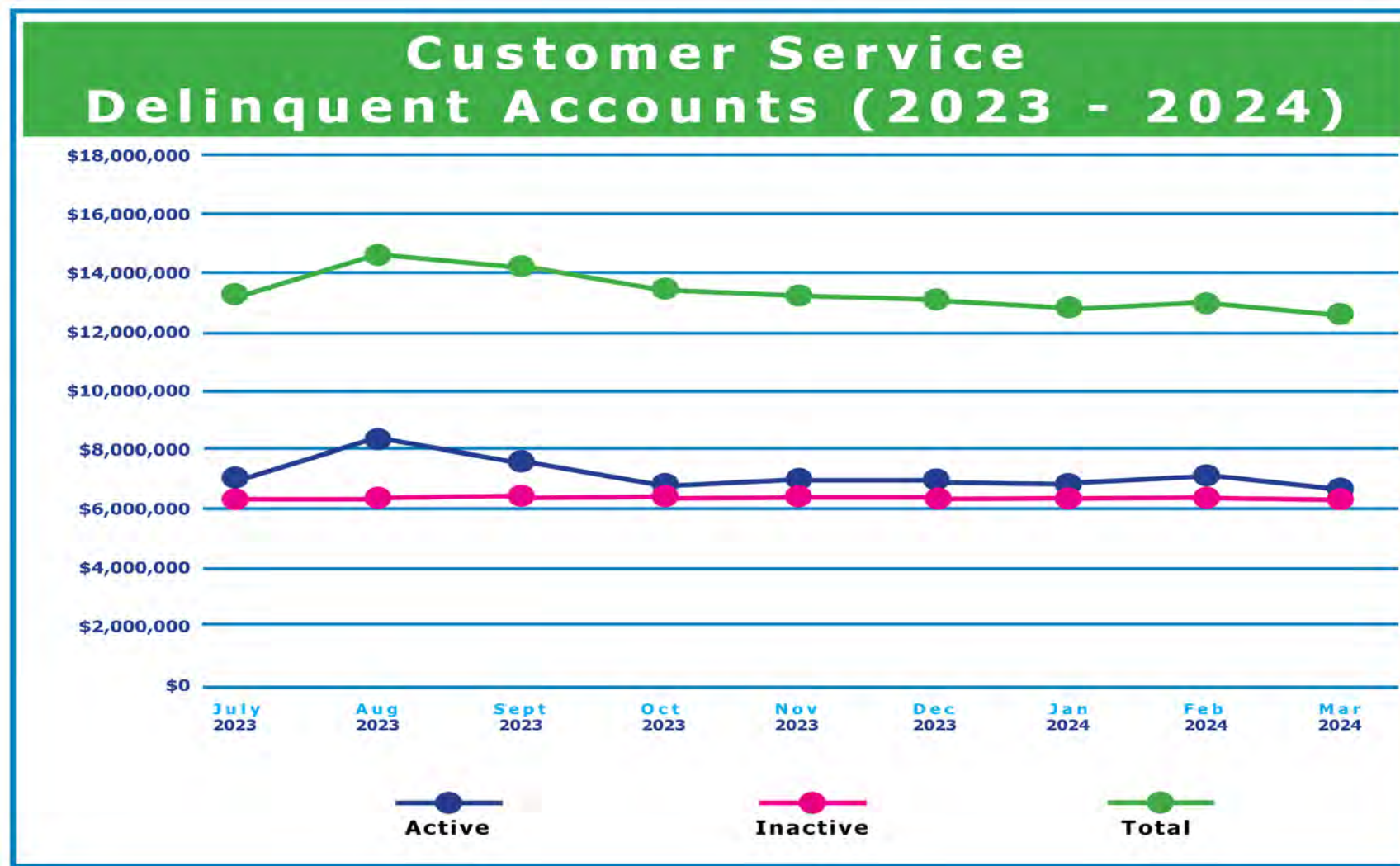
# Customer Service Update

## Comparison of debt from previous months

Month	Active	Inactive	Total
July	\$6,860,708.08	\$6,379,803.51	\$13,240,511
August	\$8,272,119.59	\$6,407,595.41	\$14,679,715
September	\$7,700,916.22	\$6,368,793.96	\$14,069,710
October	\$6,920,326.59	\$6,562,917.26	\$13,483,243
November	\$7,033,866.83	\$6,266,266.20	\$13,300,133
December	\$6,945,028.85	\$6,134,894.64	\$13,079,923
January	\$6,358,186.25	\$6,113,483.35	\$12,471,669
February	\$7,568,349.41	\$6,111,574.68	\$13,679,924
March	\$6,491,461.37	\$6,286,216.43	\$12,777,677

# Customer Service Update

## Comparison of debt from previous months



# Customer Service Update

## Total Open Accounts

- ❖ We currently have 34,173 open accounts.

## Total Open Accounts

- ❖ 5,447 accounts are delinquent with a balance of \$25 or greater.
- ❖ 287 accounts have a balance ranging from \$0.01 to \$24.99.
- ❖ 28,439 accounts are in good standing.



# Customer Service Update

## **NMB – Open Delinquent Accounts (as of March 13)**

❖ \$2,379,633.38

## **Outside NMB – Open Delinquent Accounts (as of March 13)**

❖ \$5,188,716.03

# Customer Service Update

## “We Care to Share” Bill Payment Assistance Program Overview

- ❖ Purpose – Assisting families in need, both inside and outside NMB, who receive water services from NMB Water.
- ❖ Outreach – WaterSmart platform, invoices, delinquent notices, and in-person at City Hall.

## Eligibility Criteria

- ❖ Ability to pay the bill.
- ❖ No consecutive unpaid bills.
- ❖ Meeting poverty guidelines.

## Application Process

- ❖ Simple form submission via mail, email, or in-person.
- ❖ Review period: 2 – 4 weeks.
- ❖ Communication – Applicants are informed by mail throughout the process.

# Customer Service Update

## “We Care to Share” Program Statistics

- ❖ Total applications – 173 (outside NMB) + 131 (NMB residents) = 304.
- ❖ Total funds awarded –
  - \$49,227.32 (outside NMB) + \$63,035.38 (NMB residents) = \$112,262.70.
- ❖ Funding source – Golf tournament, donations (outside NMB), ARPA funds (NMB residents).

## Recommendations

- ❖ Increase award amount for Miami Gardens residents from \$300 to \$500.
- ❖ Increase award amount for NMB residents from \$1000 to \$1500.

## Important Notes

- ❖ Application does not halt shut-off procedures.
- ❖ If awarded, any remaining balance must be paid to restore water service.

# Community Outreach Update

# Community Outreach Update

## 2<sup>nd</sup> Annual Charity Golf Classic (March 22)

- ❖ NMB Water raised over \$35,000 for the “We Care to Share” Bill Payment Assistance Program.





# Community Outreach Update

## April is Water Conservation Month

- ❖ NMB Water encourages everyone to help preserve water resources, reduce water bills, and mitigate the environmental impacts of water scarcity and overuse.



# Community Outreach Update

## 2024 Drop Saver Contest

- ❖ NMB Water entered 3 winners from our contest to compete in the State competition sponsored by the Florida chapter of the American Water Works Association.



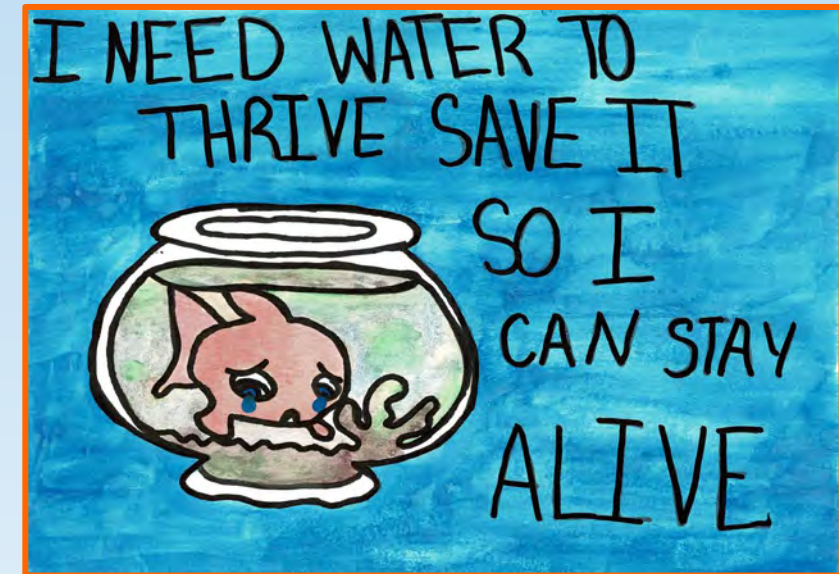
**Gabriela Cruz**

Grade 4 – Fulford Elementary



**Zai Wellons**

Grade 8 – Norland Middle



**Fahtima Malik**

Grade 10 – Allison Academy



# Upcoming Community Outreach Update

## Drop Saver Celebration (April 22)

- ❖ NMB Water is hosting a Drop Saver Celebration for students, teachers and parents.
- ❖ Certificates and awards will be given out to the contest winners!



**Come Join Blu & the NMB Water Team at the Drop Saver Contest Participation Celebration**

**When:** Monday, April 22

**Where:** North Miami Beach City Hall  
McDonald Center  
17051 NE 19th Avenue

**Time:** 4:00 - 6:00 PM

**All Drop Saver Contest Winners, Participants, Teachers and Parents are invited to a fun-filled, water conservation celebration!**



### Congratulations to all the Winners

	1st PLACE	2nd PLACE	3rd PLACE
Division 3 - Grades 4 & 5	Gabriela Cruz Fulford Elementary	Yordan Hristov Ojus Elementary	Valery Abavnza Ojus Elementary
Division 4 - Grades 6, 7 & 8	Zai Wellons Norland Middle	Anastasia Ponomarova Highland Oaks Middle	Lovely Hyppolite Norland Middle
Division 5 - Grades 9, 10, 11 & 12	Fahtima Malik Allison Academy	Jovani Rivera Allison Academy	Jason Joseph Allison Academy



Please RSVP at  
[Elisabeth.Pierre@citynmb.com](mailto:Elisabeth.Pierre@citynmb.com)  
by Wednesday, April 17





**Thank You**





Capital Improvement Program Management Support

# Monthly Progress Report

February 23, 2024 through March 22, 2024

**NORTH MIAMI BEACH, FLORIDA**







# CIP Management Support Monthly Progress Report

February 23, 2024 through March 22, 2024

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### Program Management

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## Pre-Construction

**Aqeel Abdool-Ghany, PE** – CIP Program Manager

### Highlights & Milestones

- The CIP Team has received the Purchase Order for the Design project – Pinetree Park North Watermain Replacement, located in Miami Gardens. The CIP Team held the kick-off meeting on March 15, 2024. The Design is currently underway.
- The CIP Team is evaluating the two upcoming watermain Design project proposals from the prospective Design Consultants (CCNA). Both are scheduled for the April NMB commission meeting.
- Eastern Shores Watermain System Rehabilitation was handed off to the CIP Construction Team for management.

### Challenges & Issues

- The CIP Team received the DEO approval to issue both construction projects (Bunche Park Watermain Improvements and Joint Sewer Improvement) on March 15, 2024. The DEO also approved the construction contract on March 5, 2024, to be fully executed by the City.

### Project & Task Updates

- **Norwood Water Treatment Plant Improvement – Phase 2 (Raw Water Transmission Main)**
  - The Design Consultant is currently continuing the permitting process with the necessary agencies.
- **Eastern Shores Watermain System Rehabilitation – Phase 2**
  - The project was handed off to the CIP Construction Team for management.
- **Washington Park Connection Sewer**
  - The project remains on hold until further notice.
  - The CIP Team has no plans to work on the project during the next fiscal year.
- **NE 19<sup>th</sup> Avenue Sewer**
  - The project remains on hold until further notice.
  - The CIP Team has no plans to work on the project during the next fiscal year.
- **Sunny Isles Watermain Replacement**
  - The CIP Team received the Bids that came in for the project.
  - The CIP is currently evaluating all Bids and will issue a recommendation concerning the future of the project.
- **Highland Village Watermain Replacement**
  - The Design Consultant is currently continuing the permitting process with the necessary agencies.
- **Pinetree Park – North Watermain Replacement**
  - The NMB City Commission approved the award of a Design, Permitting, and Construction phase services contract for approximately 19,000 linear feet of watermain replacement in Miami Gardens to a CCNA Design Consultant.
  - The CIP Team issued the Purchase Order on February 28, 2024
  - The kick-off meeting was held on March 15, 2024.
- **I-95/Turnpike Watermain Improvements**
  - The project remains on hold until further notice.

- **Master Pump Station #4 Force Main Re-routing**
  - The CIP Team is waiting for the funding agency to approve the Bid documentation for advertisement.

### Upcoming Initiatives & Deliverables

- **Sunny Isles Watermain Replacement**
  - The CIP Team will be evaluating the Bids prior to issuing a recommendation.
- **SCADA and Radio Telemetry**
  - The CIP Team will hand it off to the CIP Construction Team as it is a Design-Build project.
- **Highland Village Watermain Replacement**
  - The CIP Team will review the Bids once the NMB Procurement Department issues the public solicitation.
- **Master Pump Station #4 Force Main Re-routing**
  - The CIP Team will review the bids once the NMB Procurement Department issues the new public solicitation.
- **Cravero Force Main Replacement**
  - As part of the City's transition plan, the above-mentioned project will be turned over to City staff for execution.
- **Velda Farms Force Main Replacement**
  - As part of the City's transition plan, the above-mentioned project will be turned over to City staff for execution.
- **Bell Gardens Force Main Replacement**
  - The CIP Team will review the Bids once the NMB Procurement Department issues the new public solicitation.

## Construction

Tom Raihl, PE, CCM – Construction Manager

### Highlights & Milestones

- **Eastern Shores Watermain System Rehabilitation – Phase 2**
  - The Contractor has received the Notice to Proceed (NTP) and has begun procurement of construction materials and permits.
- **Norwood Water Treatment Plant Improvements**
  - The dome for the new 5-million-gallon storage tank has been completed.
- **Corona del Mar Collection System – (Private Laterals)**
  - The Contractor is proceeding with the permitting.
- **Norwood Water Treatment Plant Production Wells Installation**
  - The well development is almost complete on the Biscayne Aquifer Production Well.
- **SCADA System Rehabilitation**
  - The Design-Builder has begun site updates, and the determination of replacement component requirements has begun.

### Challenges & Issues

- Material supply chain issues continue to increase costs and cause delays for all project contracts.

### Project & Task Updates

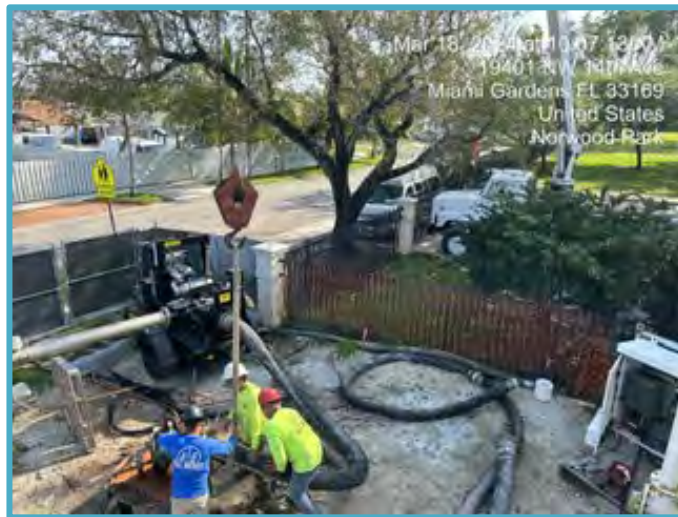
- **Norwood Water Treatment Plant Improvements**
  - Field Orders for the completion of the High Service Pump Station and the new Workshop have been issued and the revised GMP is under review
- **Oleta River Aerial Crossing Rehabilitation**
  - The Design-Builder is obtaining permits for construction.
- **Corona del Mar Collection System – Phase 2**
  - The CIP Team is waiting for the resolution of the Contractor's claim prior to closing out Phase 2.
- **Corona del Mar Collection System – Phase 3**
  - Proceeding with the permitting for the lateral connections.
- **Norwood Water Treatment Plant Production Wells Installation**
  - Well development for the Floridan is complete.
  - Well development of the Biscayne Aquifer well is 95% complete.

### Upcoming Initiatives & Deliverables

- **SCADA System Rehabilitation**
  - The Design-Builder is procuring materials.
- **Norwood Water Treatment Plant Production Wells Installation**
  - Completion of the production wells project.
- **Oleta River Aerial Crossing**
  - The CIP Team is coordinating with the Design-Builder and the public for Permit operations.



- **Eastern Shores Watermain System Rehabilitation – Phase 2**
  - Construction should commence on or about March 28, 2024.
- **Norwood Water Treatment Plant Progressive Design-Build at a Budget**
  - Construction is continuing on the 5-million-gallon water storage tank.
  - The Contractor has laid out the High Service Pump Station and Workshop phases of the project.
- **Corona Del Mar Collection System**
  - The first round of permits was submitted to DERM and extensive discussions are being facilitated to obtain approval.



Norwood Water Treatment Plant  
Production Well Installation



Norwood Water Treatment Plant 5-Million-Gallon  
Water Storage Tank Construction

## City of NMB – Water / Sewer Projects

Guilherme Neukamp – Water / Sewer Design Manager

### Highlights & Milestones

- Palm Land video inspection fieldwork task is completed.
- The contractor has obtained Velda Farm's approval from DERM for lining the existing force main.

### Challenges & Issues

- Projects are experiencing delays due to contractors taking longer than expected to provide cost estimates.
- Increased material costs are resulting in higher bids, leading to delays or cancellations for some projects.

### Project & Task Updates

- **SCADA Rehabilitation**
  - Received the current Network Architecture, currently under review by NMB team.
  - Urging Revere to provide initial cost estimates for the project.
- **Wellfield Protection and Palm Land**
  - The City team continues to implement repairs in accordance with the Consultant's recommendations for Wellfield Protection.
  - After finishing the fieldwork task on Palm Land, the consultant is in the process of reviewing and processing the video inspection for this project.
- **Cravero Force Main Replacement**
  - The City is currently assessing options, whether to re-line or replace the pipe – based on the reallocated budget.
- **Velda Farm Force Main Replacement**
  - The contractor has obtained approval from DERM for lining the existing force main.

### Upcoming Initiatives & Deliverables

- **SCADA Rehabilitation**
  - Revere is in the process of gathering requisites for Grinder Stations to prepare and send a work schedule proposal.
  - NMB is working with the NMB IT department for Cellular Data plans for Grinder and Lift Station communication.
- **Wellfield Protection and Palm Land**
  - Follow-up with the consulting firm regarding the assessment findings and repair recommendations for Palm Land.
- **Cravero Force Main Replacement**
  - Identify a specialized contractor to assess and provide a cost estimate, with the aim of determining the cost-effectiveness of this approach.
- **Velda Farm Force Main Replacement**
  - A pre-construction meeting will be scheduled in the coming weeks to discuss the process before commencing the lining process.

## Program Management

Aqeel Abdool-Ghany, PE – CIP Program Manager

### Value Contribution

- Schedule – Overall there remains 179 days of available float before the WIFIA substantial completion (WIFIA Development Default Deadline) of August 1, 2026. The CIP Team has accelerated a number of projects using Design-Build approaches.
- Risk – Through the CIP Team's risk management process and actions, the following risks are being actively mitigated:
  - A total of 79 project issues have been identified resulting in a total of 62 quantifiable project risks.
  - The 62 project risks represent a combined maximum cost impact (worst case) of \$227,883,700 Million.
  - This means that if the CIP Team were not actively working to mitigate those risks, the City could face increased CIP costs of \$227,883,700 Million.
- A total of 54 project risks have been managed to closure, reducing CIP risk to the City (i.e., program cost savings versus worst case) of \$223,983,700 Million.
  - The 62 project risks also represent a schedule impact (worst case) of 5,587 days.
  - The closure of the 54 project risks represents a risk reduction of 5,202 days of potential negative impacts to the total program schedule.
  - This period, one risk was closed out. The Norwood Water Treatment Plant Pellet Softening (NMBWCIP-ISS-77) was removed due to budget constraints not allowing for the system to be built at this time. Alternative options have been identified and will be pursued if additional funding becomes available in the future.

### Schedule Update

The CIP Team conducted the monthly schedule update, where all project dates and milestones were reviewed through Friday, March 22, 2024. The below commentary denotes what changes were made and their impacts.

The schedule modifications described below do not have an impact on the overall WIFIA Project Milestone dates. The WIFIA Substantial Completion Phase IIA, IIB and IIC date remains February 15, 2026, 7 days later than planned. This leaves 179 days of available float before the WIFIA substantial completion (WIFIA Development Default Deadline) of August 1, 2026.

### Project Specific Updates

- **WATR2002 – Construction of Norwood WTP Improvements Phase 2** (Raw Water Transmission Main) – "Revise and Resubmit Permit Applications," finished January 31, 2024. Project completion is forecast to be September 6, 2025, as reported last month.
- **WATR2002 – Construction of Norwood WTP Improvements Phase 2** (Wells) – Upper Floridian Aquifer Well F-6 finished November 30, 2023. The Biscayne Aquifer Well B-18 began mobilization December 1, 2023. "Drilling & Casing & Grouting," finished February 7, 2024. The project is forecast to finish May 27, 2024, versus last month's forecast of March 27, 2024.
- **WATR2002 – Construction of Norwood WTP Improvements Phase 2** (Plant Improvements) – The substantial completion date is forecast to be August 5, 2025, as noted last month.

- **WATR2005 – Eastern Shores Watermain System Rehabilitation Phase 1** – Construction was completed April 30, 2023.
- **WATR2005 – Eastern Shores Watermain System Rehabilitation Phase 2** – Construction Notice to Proceed (NTP) is forecast to be February 27, 2024, versus last month's forecast of February 5, 2024. The anticipated construction completion date is January 17, 2026, as noted last month.
- **WATR2007 – Oleta River Crossing** – "Prepare and Award Contract," finished November 6, 2023. Project completion is forecast to be September 21, 2024, as reported last month.
- **WATR2007 – 165<sup>th</sup> & W. Dixie Highway (Snake Creek)** – "Construction Procurement" started November 1, 2022. This task is currently under the control of Miami-Dade County Public Works. The tentative completion date is June 30, 2024. Construction is forecast to run July 1, 2024, through October 24, 2025.
- **WATR2007 – Sunny Isles Watermain Replacement** – "Bid Period," finished February 20, 2024, versus last month's forecast of February 6, 2024. Construction completion is currently March 25, 2025, as noted last month.
- **WATR2007 – Highland Village Watermain Replacement** – "Agency Review and Comment Permit Application," is pushed out until March 30, 2024, versus last month's forecast of February 28, 2024. Construction completion is October 8, 2025, versus last month's forecast of August 15, 2025.
- **WATR2007 – West Dixie Highway Industrial, 153<sup>rd</sup> Street Watermain** – The project is complete.
- **WATR2007 – I-95 & Turnpike Watermain Improvements** – This project is currently on hold until further notice.
- **WATR2007 – Bunche Park Watermain Improvements** – Construction Procurement and Construction has been split up into two separate sections. The CIP Team will be tracking 27<sup>th</sup> Avenue separate from the rest of the project. Construction of 27<sup>th</sup> Avenue finished January 31, 2024, as forecast last month. The remaining portion of the project is forecast to finish June 3, 2025.
- **WATR2007 – Pinetree Park / Pinetree North** – "Proposal Review and Recommendation of Design firm," finished on January 28, 2024, as noted last month. Negotiation and Contract Approval finished on February 20, 2024.
- **WATR2007 – Pinetree Park / Pinetree South** – "Proposal Review and Recommendation of Design firm," finished on February 2, 2024, versus last month's forecast of February 23, 2024. Negotiation and Contract Approval started February 3, 2024, and is forecast to finish April 2, 2024. "Data collection/Site Visit and Route Assessment/Survey, Geotech and SUE Management" is forecast to finish July 18, 2024, versus last month's forecast of May 22, 2024.
- **WATR2007 – Norland Southeast Phase 4** – "Proposal Review and Recommendation of Design firm," finished on February 16, 2024.
- **WATR2007 – Aerial Crossing Replacement** – This project is currently on hold until further notice.
- **WATR2009 – Design and Construct SCADA & Radio Telemetry System Upgrades** – "Construction Administration & Permitting," finished on February 2, 2024, as forecast last month. The anticipated project completion is January 27, 2025, as reported last month.
- **WATR2010 – Design and Construct Honey Hill Watermain System Rehabilitation** – Construction completion was November 30, 2022.

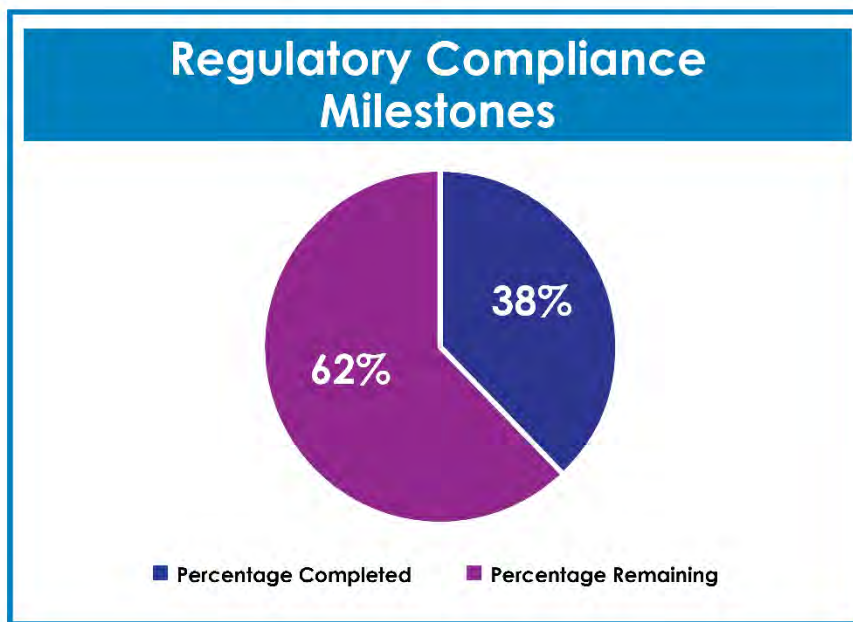
- **WATR2012 – Design and Construct Operations Center Pump Station Improvements** – “Prepare and Award Construction Contract,” finished on February 20, 2024, versus last month’s forecast of February 16, 2024. Currently, the CIP Team is scheduling the construction completion for April 1, 2025.
- **SEWR2001 – Wastewater Collection Repairs and Replacements Program** – The City has taken over management of this project. The CIP program will no longer track this project.
- **SEWR2002 – Construct Master PS #4 Force Main Re-Routing** – No bidders were received, so this will go to rebid in combination with Bell Gardens. “Bid Period,” will run February 28, 2024, through April 27, 2024, versus last month’s forecast of January 31, 2024, through March 30, 2024. Project completion is forecast to be October 29, 2025.
- **SEWR2003 – Implement Wastewater Collection System Plan of Compliance** – Inspection Report tasks to be completed by June 1, 2024, versus last month’s forecast of March 22, 2024.
  - **Inspections** – The Inspections have been split into two separate sections – Well Field, and Palm Land.
    - **Well Field** – Inspection was completed November 17, 2023.
    - **Palm Land** - is forecast to be completed June 1, 2024.
- **SEWR2004 – Construct Cravero Force Main Replacement** – This project is now being managed by the City of NMB staff.
- **SEWR2005 – Construct Velda Farm Force Main Replacement** – “City Analysis of Rebid or In-house Construction,” was started December 22, 2023, and is forecast to finish March 19, 2024.
- **SEWR2006 – Construct Corona del Mar Phase II (Main Line Sewer)** – Construction completion was November 30, 2023.
- **SEWR2006 – Construct Corona del Mar Phase II (Private Property Laterals)** – “Construction Administration & Permitting,” extended out until March 13, 2025, versus last month’s forecast of January 31, 2024. This has delayed the construction completion to finish May 12, 2025.
- **SEWR2007 – Construct Bell Gardens Force Main Replacement** – No bidders were received, so this will go to rebid in combination with Master Pump Station #4 Force Main. “Bid Period,” will run February 28, 2024 through April 27, 2024, versus last month’s forecast of January 31, 2024, through March 30, 2024. Project completion is forecast to be November 28, 2025.
- **PARK1912 – Washington Park Sewer Connection** – This project was removed from the CIP project list by the City of NMB.
- **SEWR2201 – NE 19<sup>th</sup> Avenue Business District Sanitary Sewer System** – This project was removed from the CIP project list by the City of NMB.



## Key Performance Indicators (KPI)

The CIP Team has defined the process for tracking KPI's within the CIP Program and updated the PMP accordingly. Below you will find the information for each of the current measured metrics.

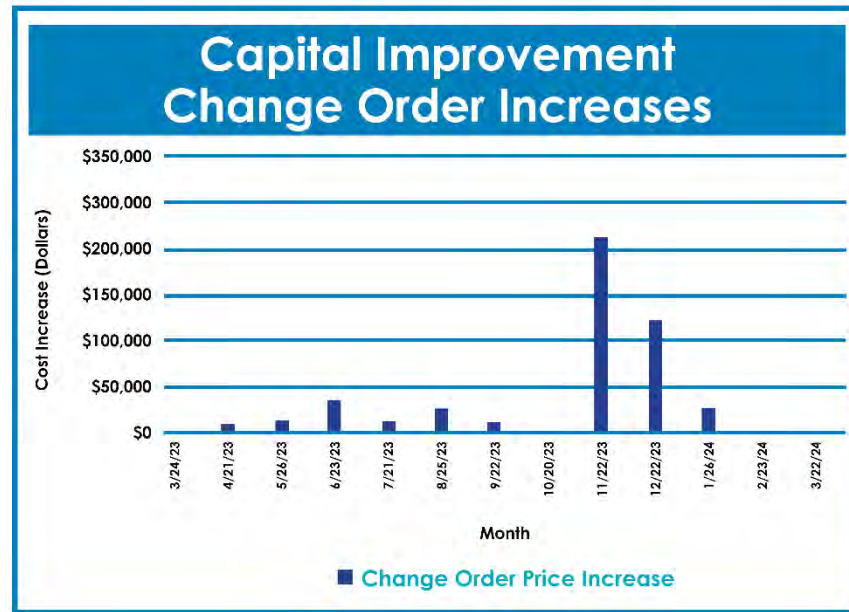
1. **Regulatory Compliance Milestones** – A total of 53 WIFIA milestones have been identified. A total of twenty (20) WIFIA milestones have been completed representing 38% overall completion. No milestones were completed in this reporting period.



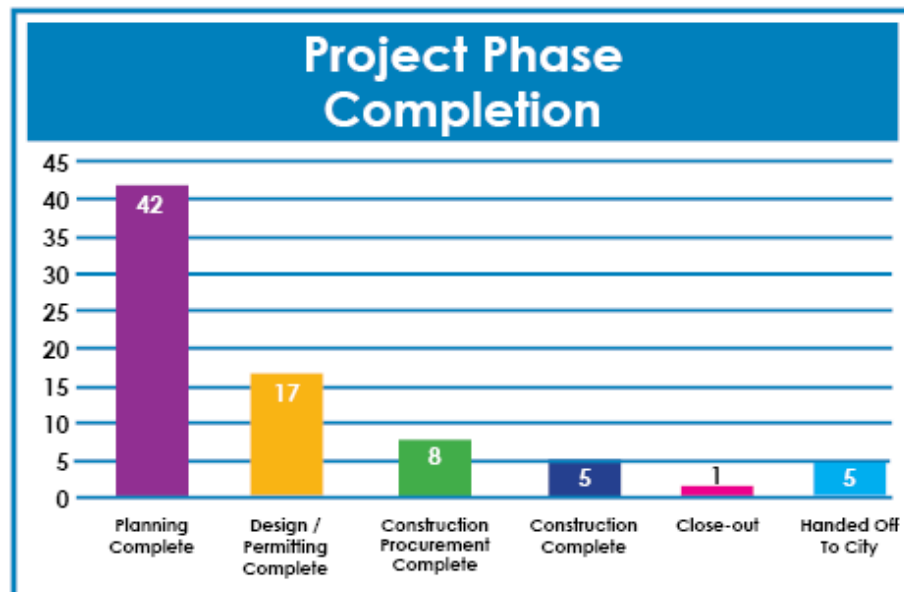
2. **Change Order Quantity** – Twenty-five (25) Change Orders have been approved, representing a total program increase cost of \$1,083,805.65. No Change Orders were approved during this reporting period.



3. **Change Order % of Change** – The Change Orders approved for \$1,083,805.65 represents a 1.188% overall program cost increase. No additional costs were added during this reporting period.

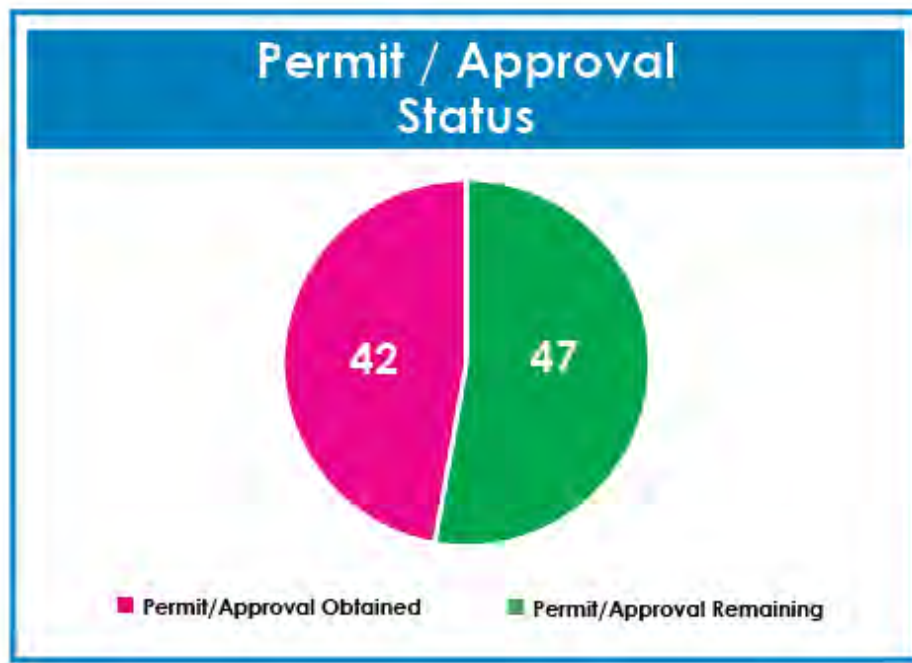


4. **Health & Safety** – There are a total of 5 safety incidents. None occurred this reporting period.
5. **Project Phase Completion** – There are 42 identified potential projects in the CIP. The graph below shows how many projects have completed each of the milestones. Four projects have been handed off to the City including Washington Park, Velda Farms, Cravero and NE 19<sup>th</sup> Avenue.

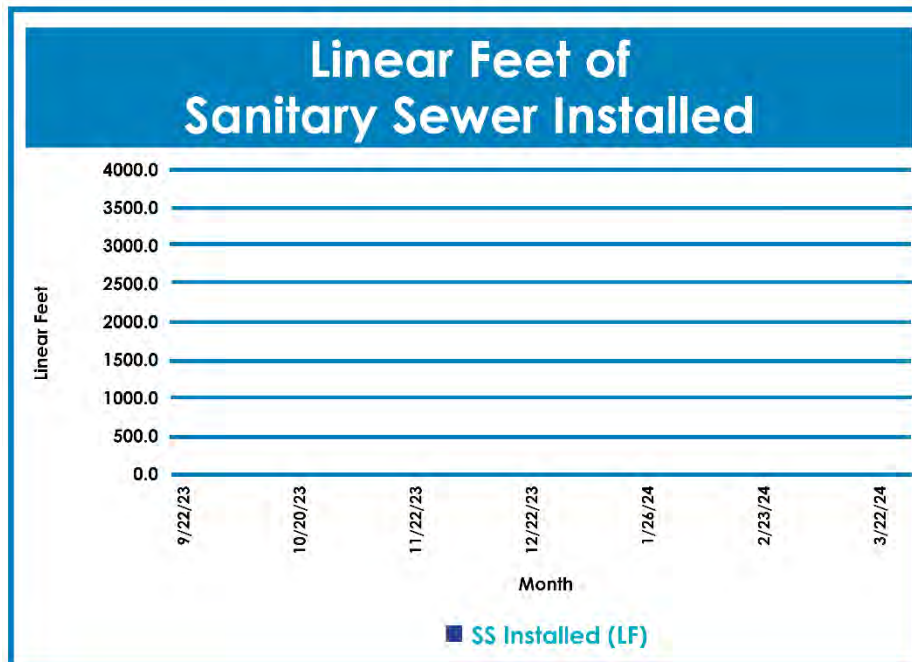


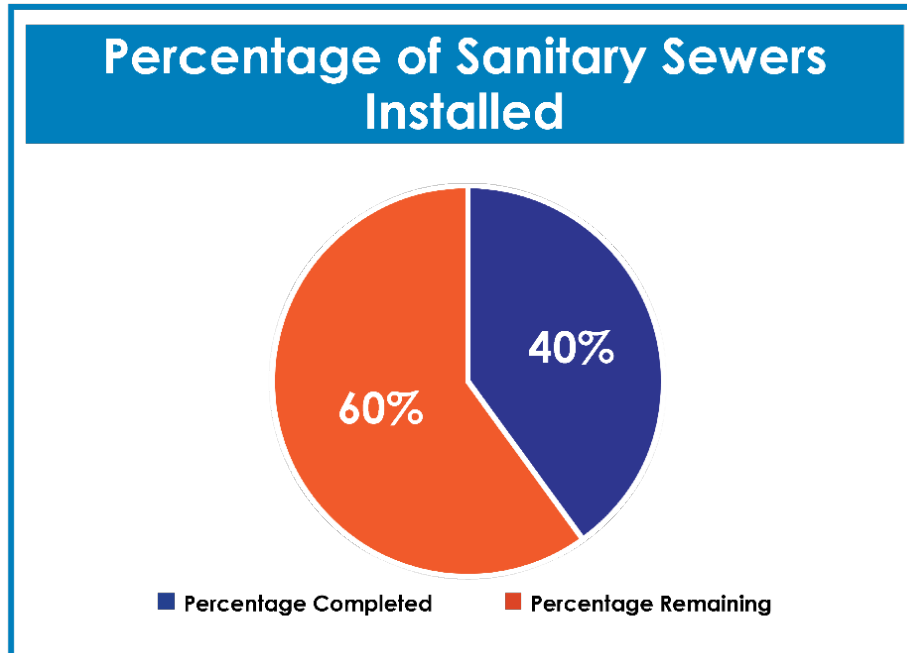


6. **Permit/Approval Status** – There are currently 47 permit / approvals identified still needed to be secured under this program from various agencies including Miami-Dade County Public Works, South Florida Water Management District, the Florida Department of Transportation.

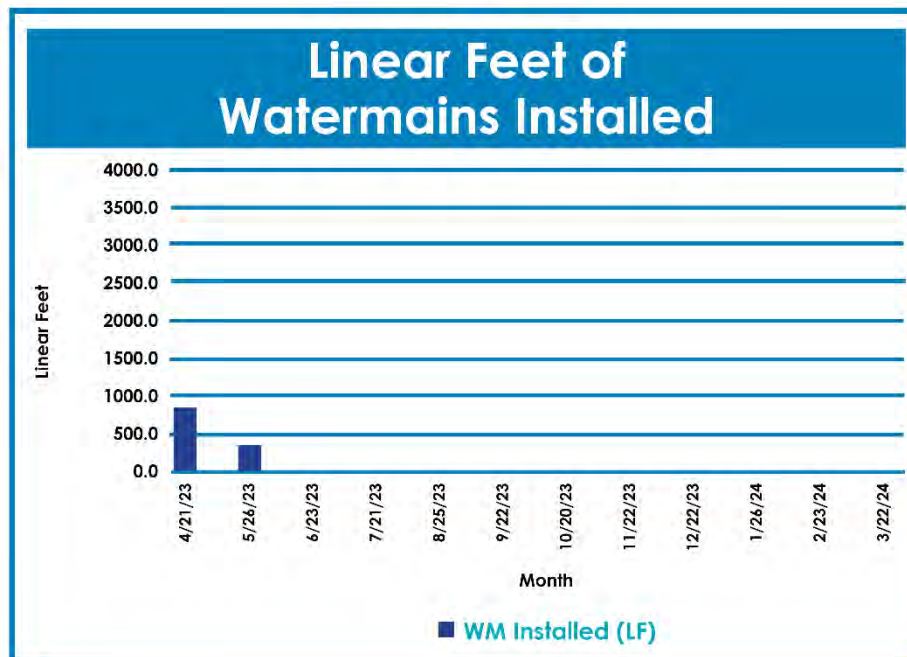


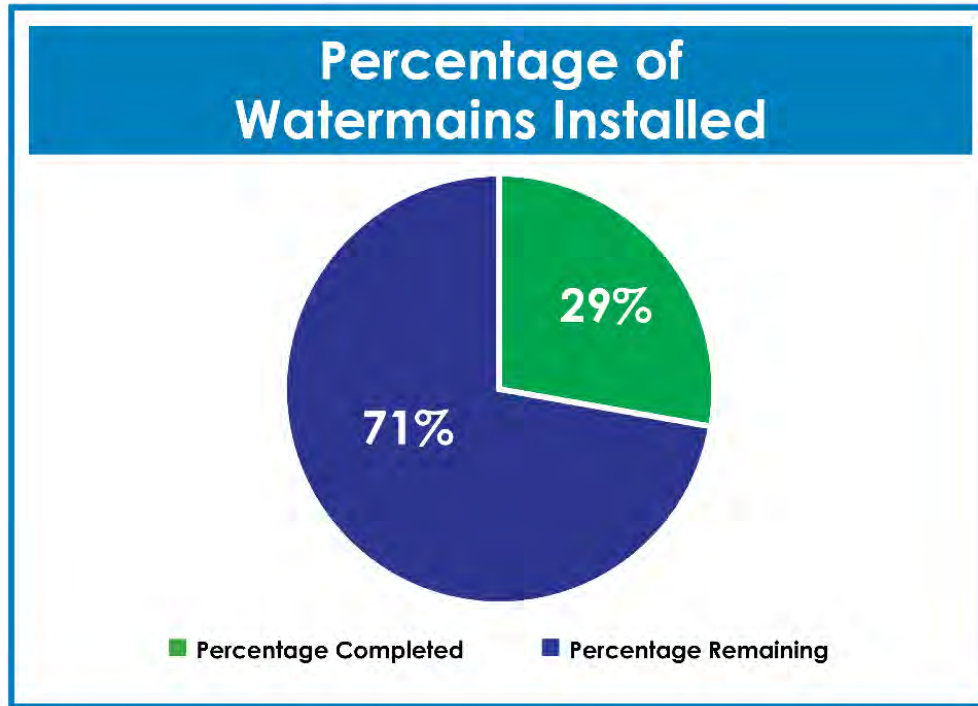
7. **Linear Feet of Sanitary Sewer Installed** – There were no linear feet of sanitary sewers installed during the reporting period. There is a total of 20,394 linear feet of sewer currently planned to be installed. To date, 8,070 linear feet have been installed.





8. **Linear Feet of Watermains Installed** – There were no linear feet of watermains installed during the reporting period. There is a total of 79,602 linear feet of watermains identified in the planning documents to be installed. To date 22,811 linear feet have been installed.









# Monthly Progress Report

February 2024  
Operations and Maintenance





# Monthly Progress Report

## Summary – February 2024

NMB Water is responsible for providing nearly 700 million gallons of water per month to approximately 175,000 customers in the service area, which include Miami Gardens, Aventura, Sunny Isles Beach, Golden Beach, and portions of unincorporated Miami-Dade County. This is achieved through nine (9) divisions, which are responsible for ensuring water production facilities supply clean and safe water in a reliable manner.

In addition, the divisions include wastewater collection, engineering, plan review and inspection services to developers that construct within the NMB Water service area, customer services, utility billing and collections for system and City-wide services (i.e., stormwater, sanitation).

The purpose of this Monthly Progress Report is to summarize the achievements and status of NMB Water as of February 2024.

In February 2024, NMB Water completed the following significant milestones and essential tasks:

- Norwood Water Plant produced approximately 705 million gallons of water.
- Water Distribution Maintenance completed a total of 373 work orders.
- Continued to manage the Florida Commerce Grants for Capital Improvement Projects, which includes addressing additional environmental review comments.
- Continued to manage the Florida Department of Environmental Protection (DEP) Grants and the WIFIA Loan for Capital Improvement Projects, which included hosting a successful on-site visit from the Environmental Protection Agency (EPA).



## NMB Water Division Responsibilities

1. NMB Water Administration (900) – is responsible for facilitating and administering the resources needed by all the divisions, which include:
  - a. Capital Improvement Program (Additional information provided under separate cover)
  - b. Finance & Repair and Replacement
  - c. Communication and Community Outreach
  - d. Safety & Claims
2. Quality Control (901) – is responsible for ensuring compliance with all local, state, and federal regulations. This includes sampling for WTP compliance at Norwood, laboratory services for water distribution, and water quality compliance.
3. Water Production (904) – is responsible for producing and treating an average of 700 million gallons of water per month.
4. Water Distribution and Construction (908) – is responsible for ensuring continuous reliable potable water distribution service to customers.
5. Water Utility Control and Maintenance (909) – Responsible for system monitoring software, as well as perform planned, preventive, and corrective maintenance of equipment used for water production and wastewater collection.
6. Wastewater Collection (910) – is responsible for the management and operation of the utility's wastewater collection infrastructure. This includes planned, corrective, and preventive maintenance of grinder and lift stations.
7. Engineering and Infrastructure (912) – provides services for GIS management, main water locations, road restoration, leakage detection monitoring/planning, hydrant flushing planning, backflow inspections, and provides technical services in project inspections, donations, and impact reviews.
8. Materials Control & Equipment (Ops Center/Warehouse) (915) - Responsible of acquiring, storing, and performing inventory control for all the parts, supplies, and equipment utilized by NMB Water.
9. Customer Services and Billing (916) – provides services for meter reading, Itron and Invoice Cloud management, billing, money-collection, and call center for NMB Water customers.

## Implementation of Key Performance Indicators (KPIs)

It is the goal of NMB Water to measure its performance and begin to measure execution and evaluate the success. Therefore, starting October 1, 2022, NMB Water is implementing individual Key Performance Indicators (KPIs) to provide a measurement in time of how an activity or initiative is performing toward agreed targets. NMB Water KPI targets and performance are compared to America Water Works Association (AWWA) industry benchmarking to improve operational efficiency and managerial effectiveness when appropriate. Accordingly, this month's report and future reports will reflect these KPIs to provide a deeper insight into each division's performance. The following are the current KPIs being implemented by division, when applicable:

### 1. NMB Water Administration (900)

#### Finance

##### Debt-Service Coverage Ratio

The debt service ratio is the ratio of net operating invoice to total debt service. Debt-service coverage ratios of less than one indicates a negative cash flow, meaning a utility is not generating enough income to pay its debt obligations strictly through operations. Debt service payments are made quarterly. There is nothing to report for February 29, 2024.

##### Operating Ratio

A utility's operating ratio is its operating expenses divided by operating revenue. The operating ratio shows how efficient an organization is at keeping costs low while generating revenue. Based on the reported revenues for the utility, the operating ratio is 52%, as of 02/29/2024.



## Bond Rating

A utility's bond rating is a grade that indicates its creditworthiness. Under the Fitch rating system, NMB Water investment grade is currently an A+. Based on AWWA table below, it is considered an Upper Medium Grade.

Investment Grade	Moody's	S&P	Fitch	Meaning
	Aaa	AAA	AAA	Prime
	Aa1	AA+	AA+	High Grade
	Aa2	AA	AA	
	Aa3	AA-	AA-	
	A1	A+	A+	Upper Medium Grade
	A2	A	A	
	A3	A-	A-	
	Baa1	BBB+	BBB+	Lower Medium Grade
	Baa2	BBB	BBB	
	Baa3	BBB-	BBB-	

### Repair and Replacement (R&R)

The Repair and Replacement (R&R) allocated \$994,417.00 in funds for Fiscal Year 24. The table below summarizes the R&R allocated vs. invested dollars. A total of \$57,610.50 has been invested in projects using R & R funds. As of February 31, 2024, approximately 7% of Repair and Replacement funds have been invested in projects: \$19,000.00 for water fittings and accessories, \$22,087.50 in emergency wastewater repairs and \$25,523.00 for the procuring of components needed to repair the Lime Sludge Thickener.

Divisions	Allocated	Invested
Water Production	\$148,119.00	\$0.00
Customer Service	\$62,249.00	\$0.00
Wastewater	\$377,378.00	\$22,087.50
Quality Control	\$10,000.00	\$0.00
Water Distribution	\$252,000.00	\$19,000.00
Warehouse	\$81,535.00	\$0.00
Administration	\$37,159.00	\$0.00
Utility Control Systems Management	\$25,977.00	\$25,523.00
<b>TOTAL</b>	<b>\$994,417.00</b>	<b>\$66,610.50</b>

## Communication and Community Outreach

Each month, the program communication staff develops a schedule of upcoming events. Activities involve internal planning and coordination, outreach to the community, and engaging with industry publications and associations.

There were no Community Outreach events scheduled in February 2024.



## Safety and Claims

### Employee Training

Training employees is expressed as "the monthly number of training hours per employee as full-time equivalents (FTE)". This metric gives an indication of how much training was given to employees. The aim goal was reduced from 10 to 5 hours to make it more achievable given the lower number of training hours. There was no training scheduled or conducted for the month of February.

### Health and Safety Severity Rate

The health and Safety Severity Rate provides a rate of FTE employee days lost from work due to occupational injury. Conversely, it is a measure of the safety performance or how safe work conditions are. As per the Occupational Safety and Health Administration (OSHA), an injury is defined as work-related death, injury, or illness, that involves the loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. There is nothing to report for February 2024.

### Claims

Utility-related incidents include claims from service line leaks, damaged lines, and property damage, etc. The claim manager also serves as a liaison between the residents and the city. Claims processing procedures include visiting the site of the incident, verifying information with related parties, reviewing claim submission, and associating the cost of repair. Five (5) incidents were reported in February, totaling \$12,513.18 in repairs. Contractors damaging water lines have led to higher repair costs.

## 2. Quality Control (901)

Water samples are collected to ensure quality standards continue to be met. In addition, bacteriological samples continue to be performed in-house since the Laboratory team achieved certification to the National Environmental Laboratory Accreditation Conference (NELAC) in June 2018. The laboratory technicians continue regular compliance sampling as required by local and state regulations.

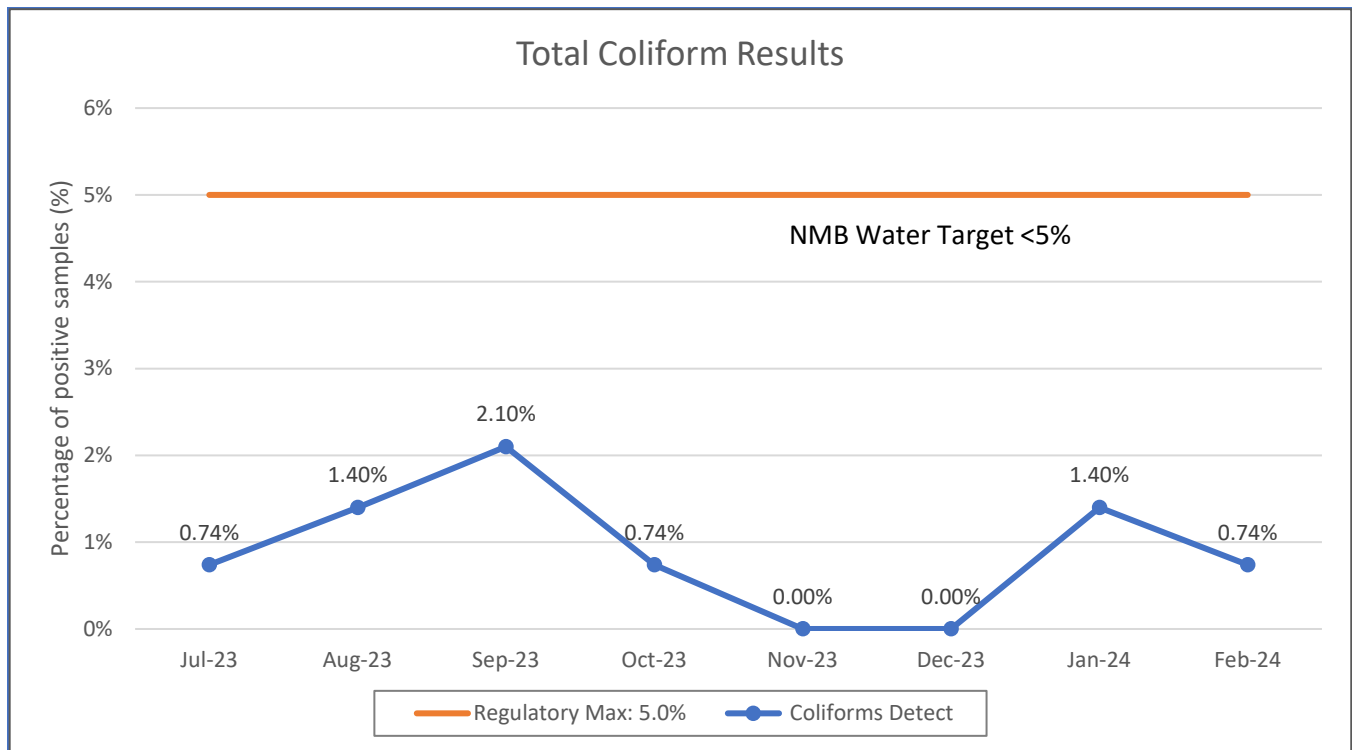
### Water Quality Metrics

The water quality parameters provided in the table below indicate the WTP continues to meet all water quality standards.

Parameter	Limits	Average	Compliance
pH	8.75-9.2	9.1	✓
Turbidity	<1 NTU	0.25	✓
Color	<15 NTU	8	✓
Fluoride	0.6-4.0 mg/l	0.71	✓
Alkalinity	45-70 mg/l	50	✓
Hardness	55-90 mg/l as CaCO <sub>3</sub>	62	✓
Cl <sub>2</sub> Residual – Norwood	3.8-4.0 mg/l	3.9	✓
Cl <sub>2</sub> Residual – Golden Beach	min 0.6 – 4.0 mg/l	3.53	✓

## Coliform and Chlorine Residual Results

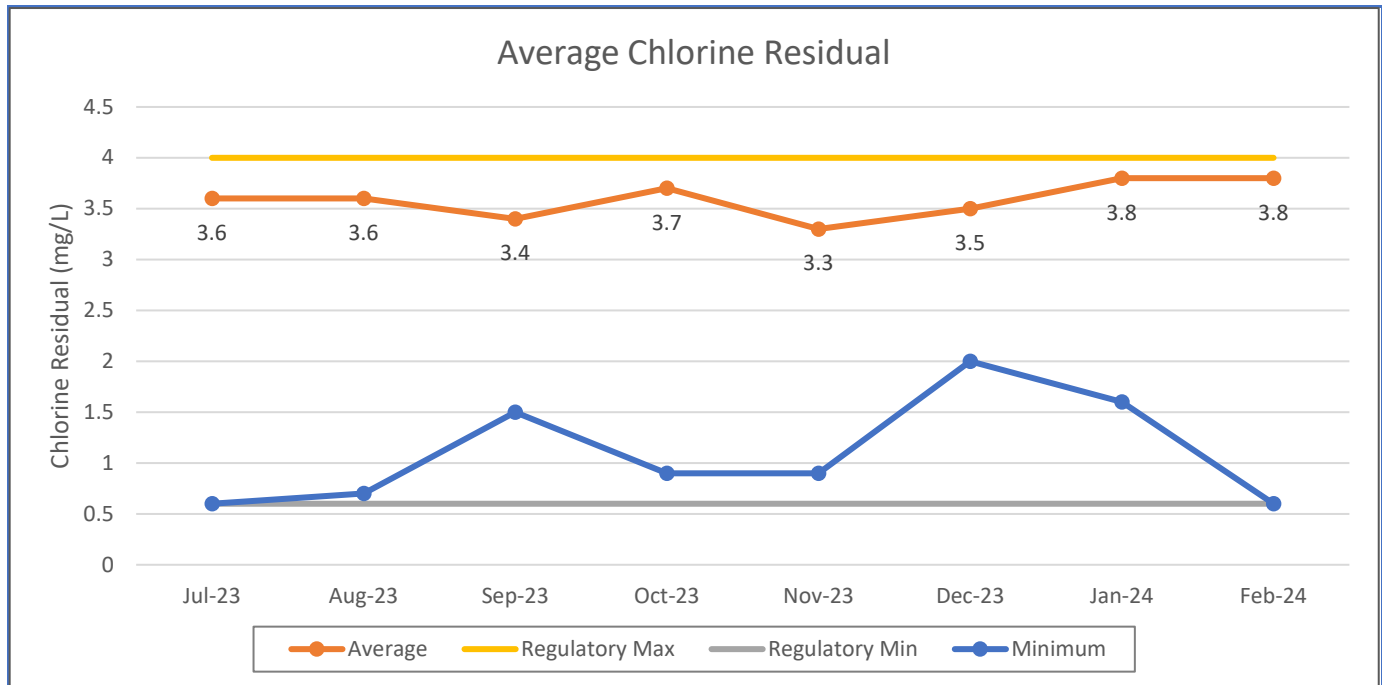
The results of the measurements show NMB Water continues to provide safe and potable water for the customers. Data is captured monthly from the revised total coliform rule report and chlorine residual submitted to the regulatory agency. The regulatory agency has determined the target. A total of 135 samples were collected within the water service area in February. The chart at the bottom shows the percentage of samples (as depicted by orange/red line) a PWS can have total coliforms detects per regulation. There were positive detects in the amount of 0.74% of the samples collected in February. When a sample exhibits a positive response, the Quality Control Lab collects and tests additional samples at the location of interest to confirm. They did not see a repeat positive sample. NMB Water is compliant with the Revised Total Coliform Rule (RTCR) under USEPA's Safe Drinking Water Act (SDWA). NMB Water is compliant with the Revised Total Coliform Rule (RTCR) under USEPA's Safe Drinking Water Act (SDWA).



## Chlorine Residual Results

NMB Water collects a minimum of 130 water samples from within the water service area each month. While collecting samples to test for the indicator bacteria total coliforms, the lab technician checks and records the residual chlorine and pH at each location. The water sample collection locations are either at the hose bibs or sample stations.

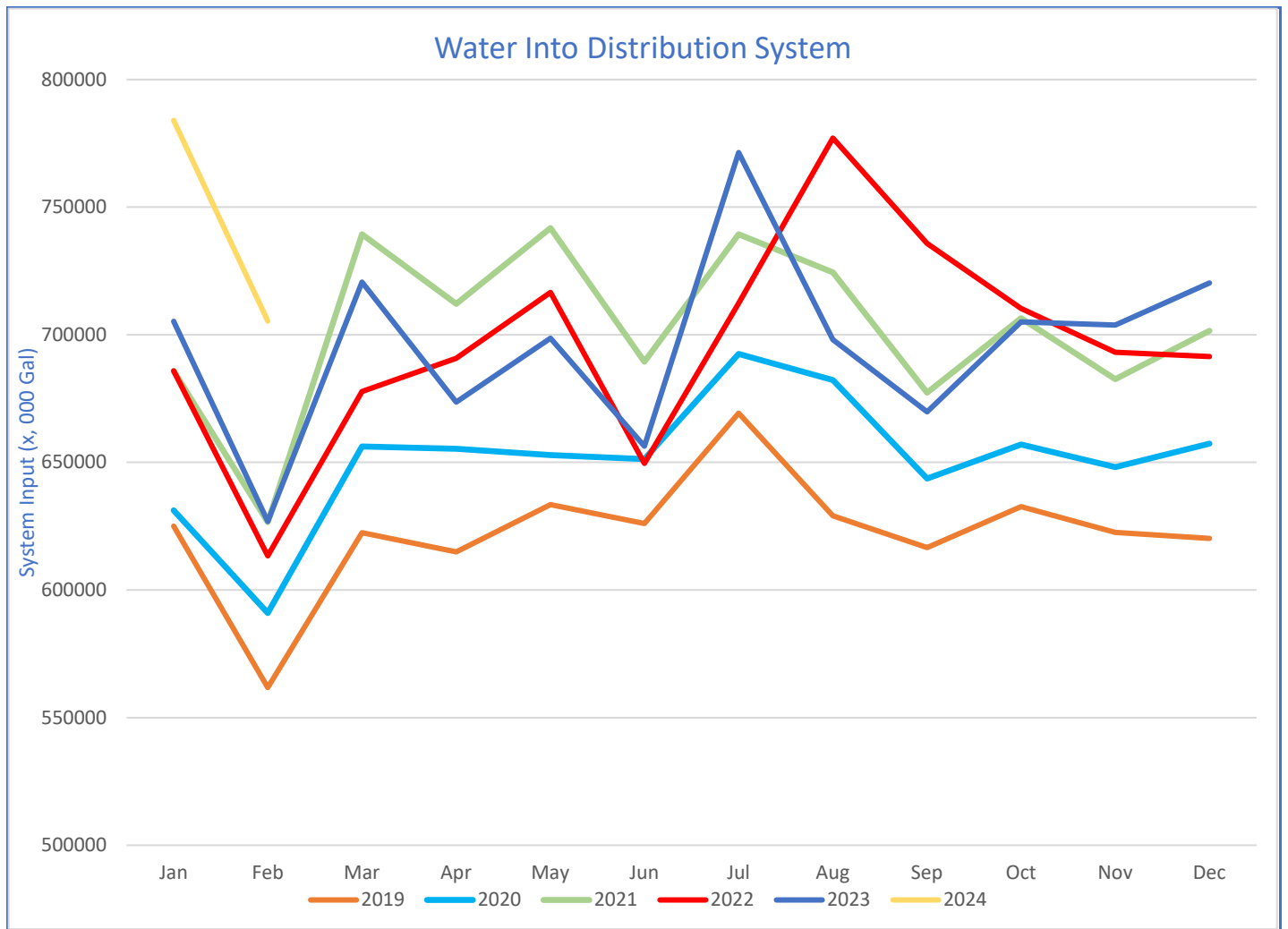
This chart shows the average residual chlorine and the minimum residual chlorine data for the month. The regulatory maximum for residual chlorine in the water is 4.0 mg/L or 4.0 ppm (parts per million). The chart also shows the minimum residual chlorine level detected in water during the month. This data can be utilized to identify the areas that may require consideration over time. Public water systems (PWS) are required to maintain a minimum of 0.6 mg/L of residual chlorine in the distribution system.





### 3. Norwood Water Treatment Plant Flows (904)

The chart below illustrates the amount of water produced since 2020. The Water Treatment Plant produced over 705 million gallons in February 2024.



### Pending Challenges & issues

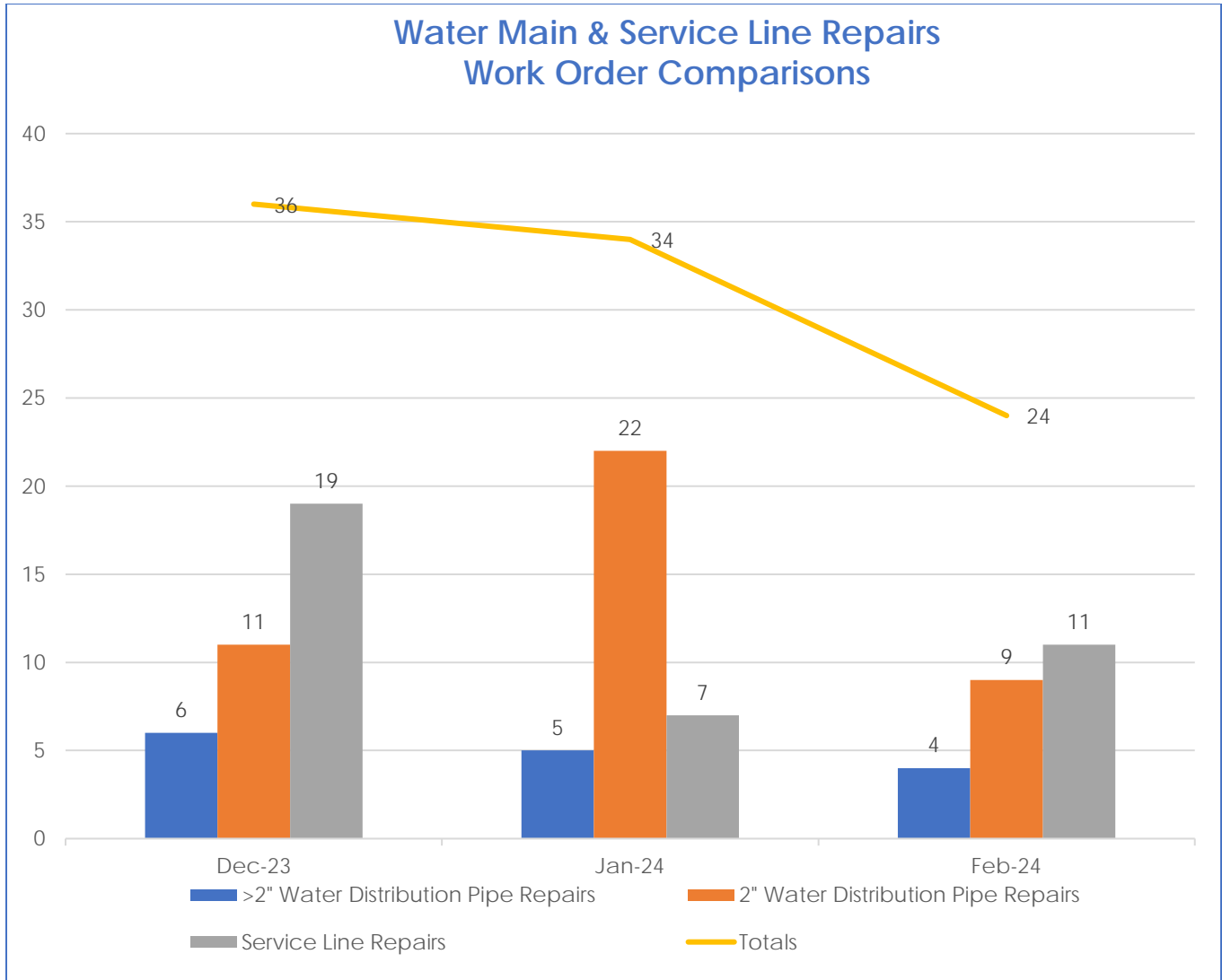
- Well 2, 9,10, and 20 are temporarily out of service.
- Well 2 - The motor is damaged. It is scheduled for repair work with A.C. Schultes.
- Well 9 – The microbial clearance was received but primary and secondary results are pending for the Health Department.
- Well 10 – The motor needs to be replaced. The repair work has been scheduled with A.C. Schultes.
- Well 20 has been temporarily out of service since 07/21/2023. Pending delivery of a new Afton pump and motor.
- Slaker # 2 is temporarily out of service.
- VOC Tower #1440 is leaking.
- Backwash tank 7134 is temporarily out of service.
- Fluoride pump 8653 is temporarily out of service.
- HSP 5312 – Motor was repaired. However, the pump is leaking from the bearings.
- HSP 5303 – Awaiting delivery of parts to replace the bearing of the pump.
- Transfer pump 4512 – Parts are needed from Rexel Inc.
- Transfer pump 1514 – Motor is damaged. It will be removed and repaired by Condo Electric.
- Concentrate pump 7031 – Need parts to repair from Rexel Inc.
- Interstate Pump for Nano Skid #1,2,3 and 4 will be out of service due to inoperative A/C units.
- Switchgear 1 lost communications with SCADA.

### Upcoming initiatives, Deliverables & Safety

- Get Wells 2 and 9 back in service.
- Clean the backwash tanks.
- There are no safety incidents to report.

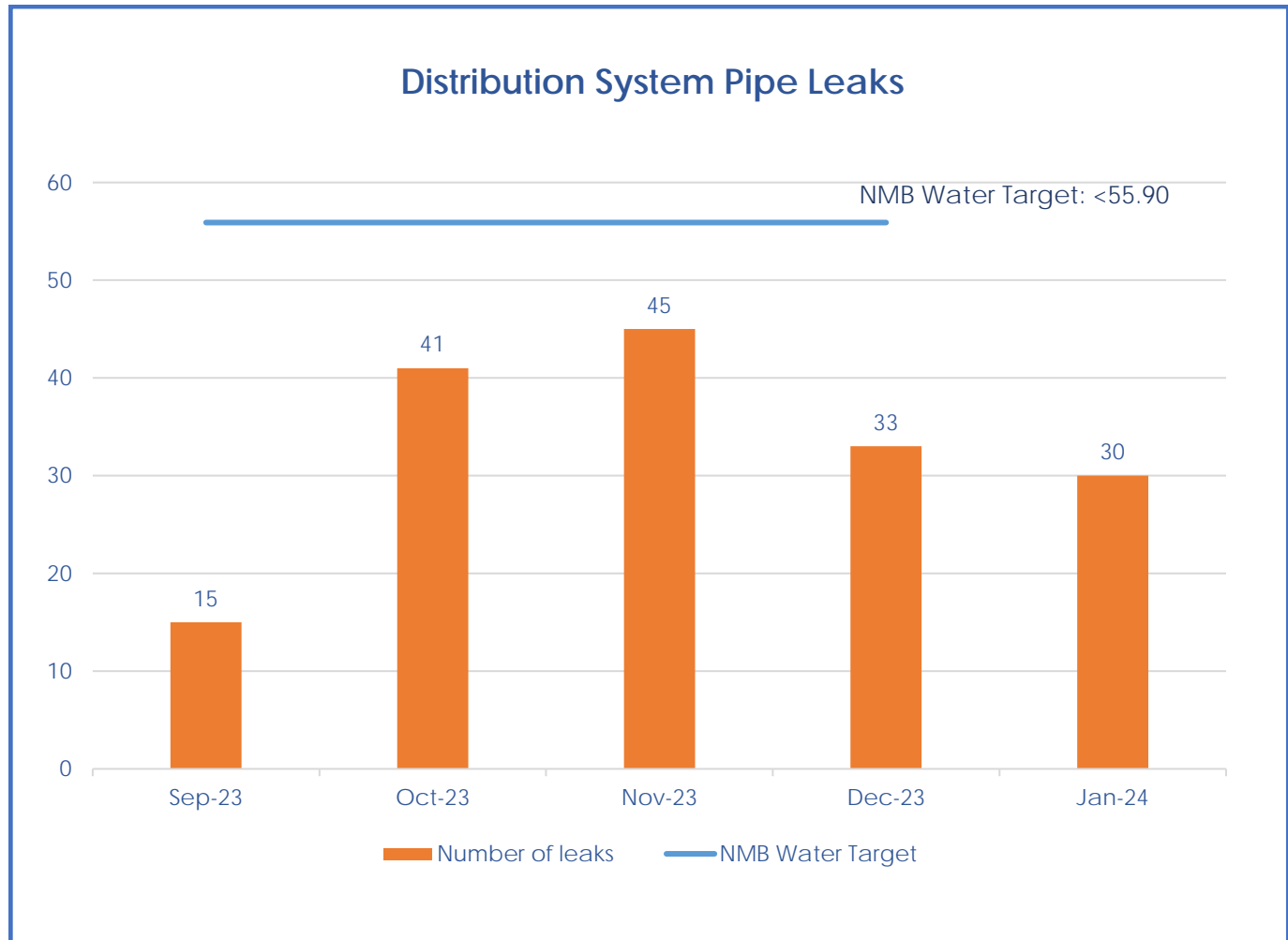
## 4. Water Distribution & Wastewater System Integrity (908)

The decrease in repairs noted in December continues into the month of February (34). Only three of those repairs were the result of damage by others involving services 2" or smaller. NMB Water continues to assist with the F.D.O.T. relocation project by removing fire hydrants and installing and relocating water mains throughout the project area.



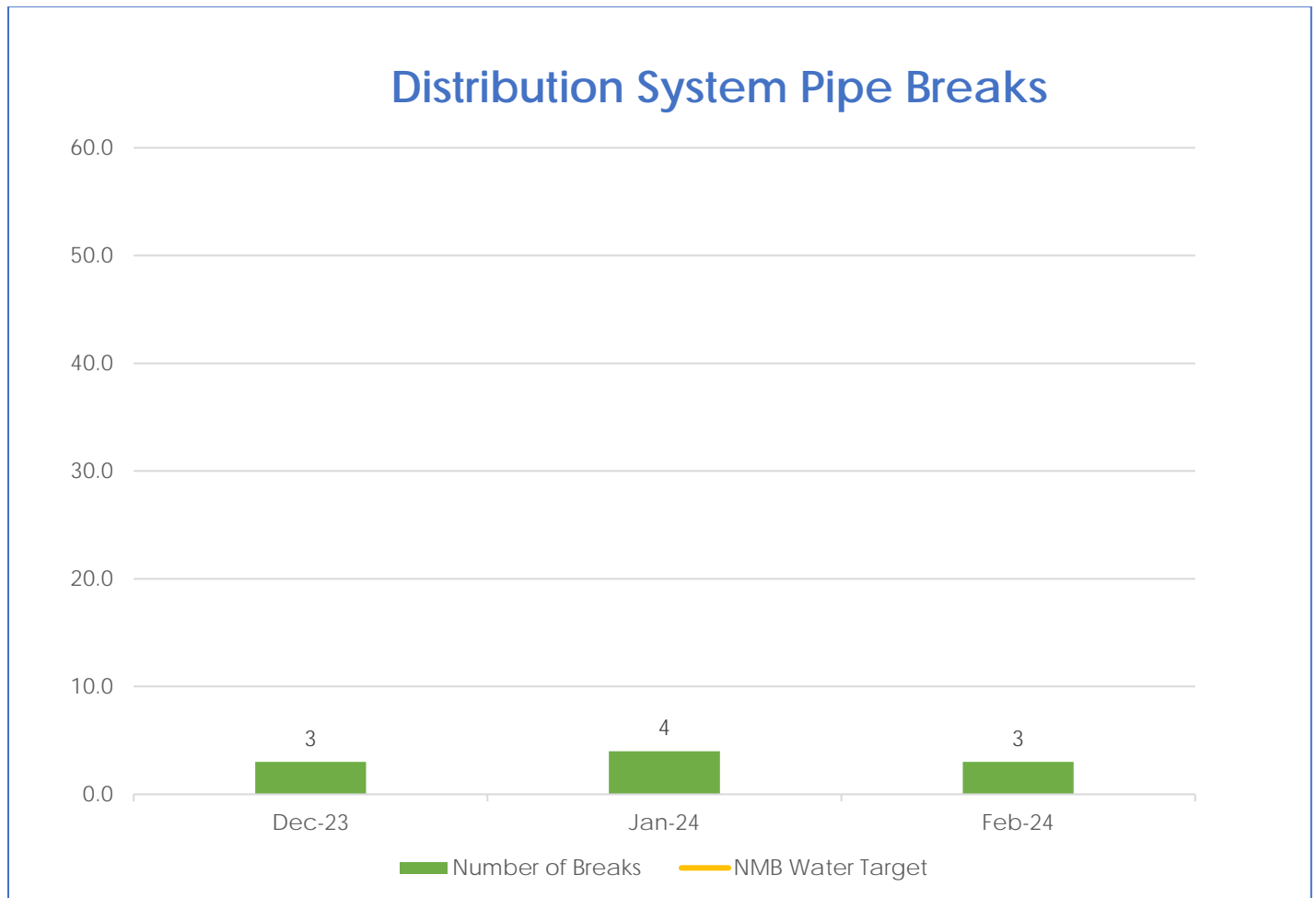
## Pipe Leaks

This KPI quantifies the condition of a water distribution system, expressed as the monthly number of leaks per 100 miles of distribution piping. A leak refers to an opening in a distribution pipeline, valve, hydrant, appurtenance, or service connection that is continuously losing water. Our target goal is 55.90 leaks per 100 miles. Most leaks were on older galvanized service pipe which are 50 years plus old.



## Pipe Breaks

A break means physical damage to a pipe, valve, hydrant, or other appurtenance that results in an abrupt loss of water. Our target goal is 55.90 leaks per 100 miles. Reported breaks were due to various contractors working throughout the distribution system.



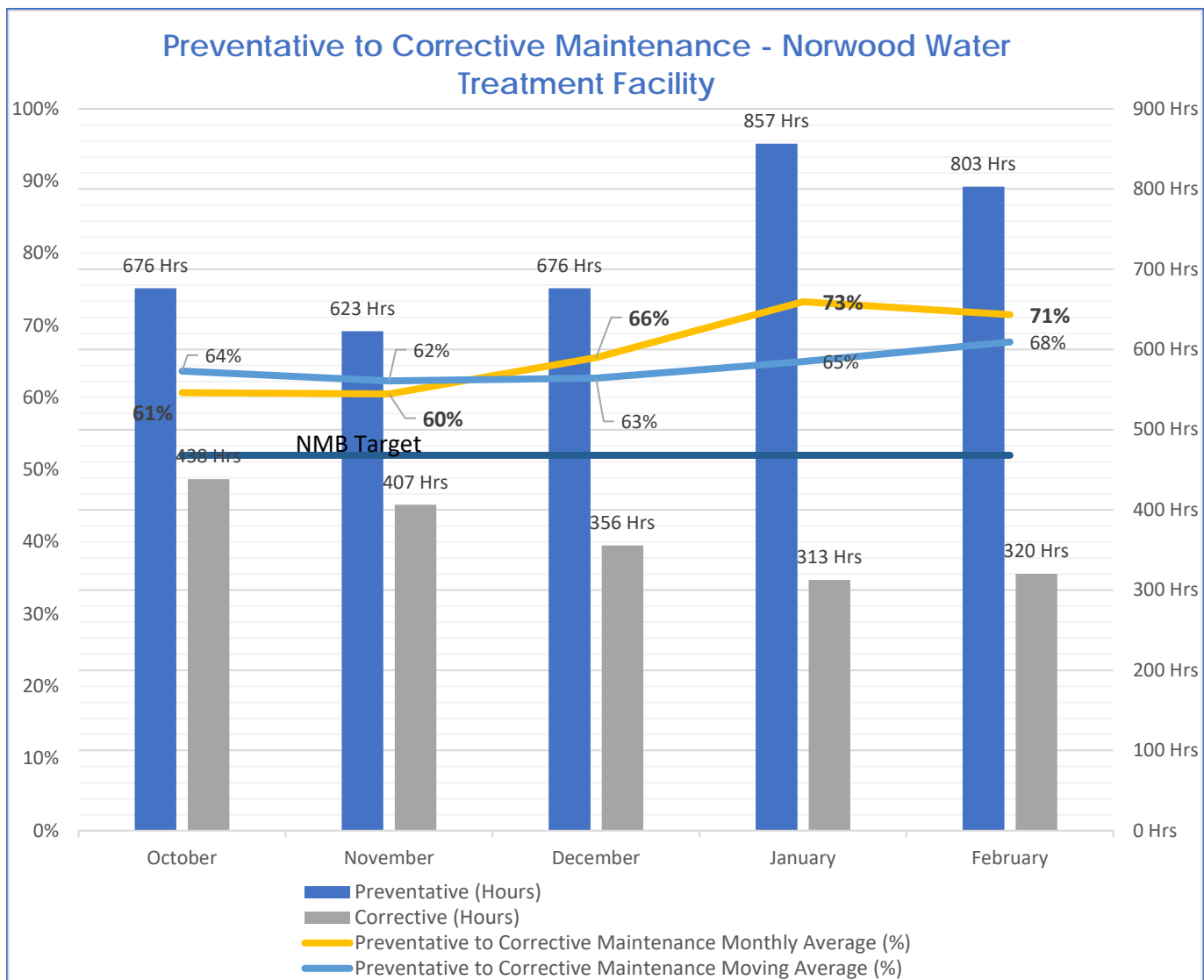
## 5. Water Distribution Maintenance (909)

### Preventative to Corrective

There was a marked drop in preventative maintenance and corrective maintenance hours due to the holiday season as well as focused work on an issue involving SCADA panel 1 and the Ammonia System. The maintenance team has completed a total of 427 work orders, of which 296 were preventative and 71 were for corrective maintenance work to address immediate concerns. The Maintenance Team welcomed two new employees, bringing the division to full capacity. As a result, there was a drastic increase in work orders completed this month.

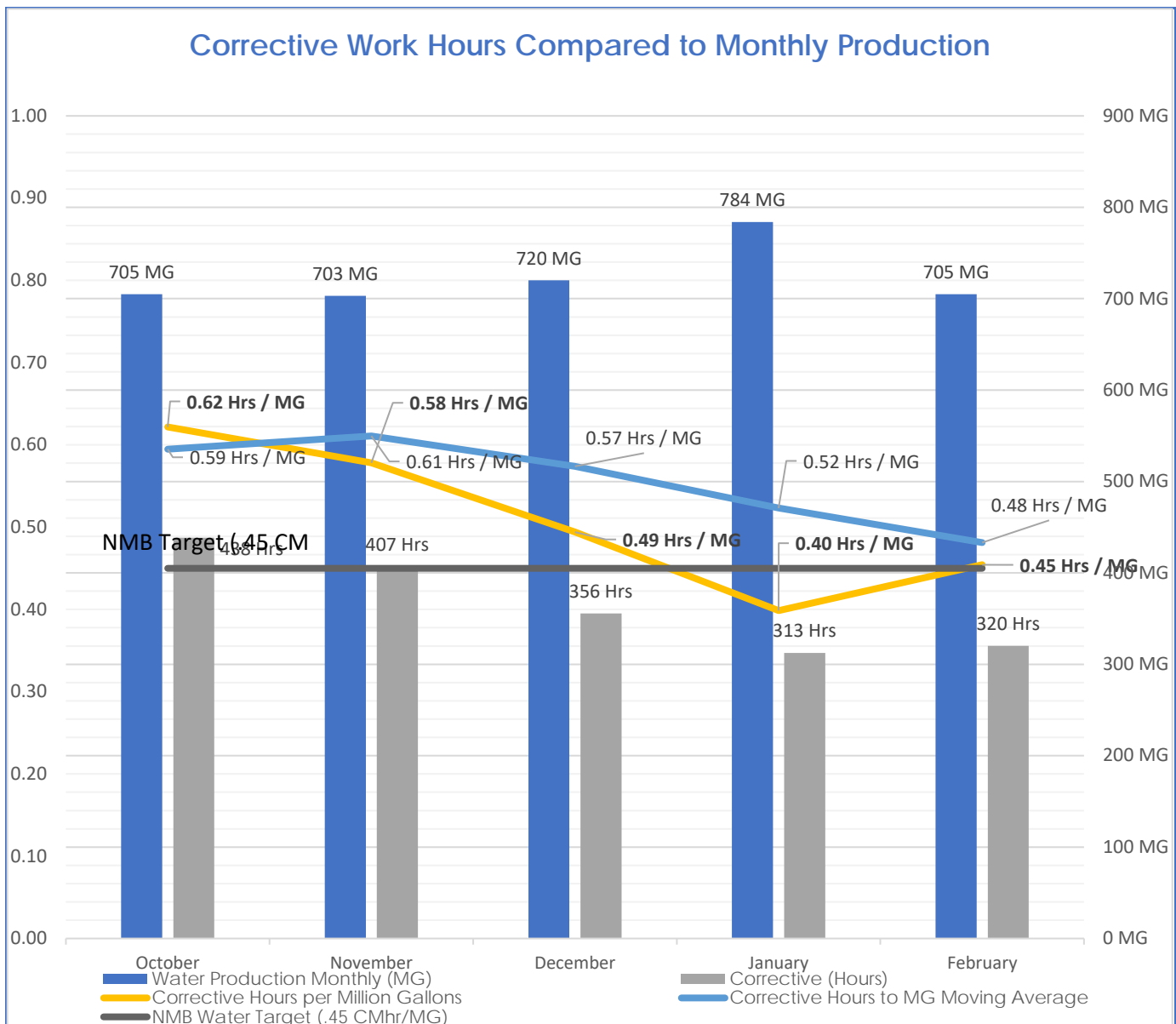
In general, the higher the **orange line**, the better the performance of the team. Also, we have included a moving average now in the report (**blue line**) to show the trend over a longer period. Ideally, we will be able to use this as our primary as it shows a more consistent progress.

This graph represents the percentage of preventative work hours when compared to corrective work hours. The team continues to exceed the target baseline of 52%.



## Corrective to Production

This KPI quantifies the completion of Corrective Vertical Maintenance (CM) relative to the water production at the Norwood water treatment plant. The time for CM activities includes time spent repairing assets that have failed. This indicator is calculated using data obtained every month from maintenance records for the Norwood WTP stored in Maintenance Connection, and data collected from the flow meter of the combined finished flow. The lower the **orange line**, the better the performance of the team. This graph represents the ratio of corrective work hours per million gallons of water produced. The overall target is at .45 hours per Million Gallons. Corrective to Monthly Production is down this month. Although they have not reached their goal, they anticipate that to change as NMB Water continues to replace aging components and equipment.





### Monthly Maintenance Overview:

In February, the Norwood Water Treatment Facility's Maintenance Team demonstrated continued diligence and commitment, completing 58 corrective jobs and 8 enhancements/upgrades, while placing a strong emphasis on preventative maintenance with an admirable total of 306 tasks completed. This sustained focus on preventative measures reflects their proactive approach to maintaining and improving operational efficiency and reliability.

### Total Work Orders Completed:

279 Preventative

59 Corrective

27 Inspection

8 Enhancement/Upgrades

### Primary Objectives Completed:

- I. Bulk Acid Tank and Caustic Tank Level Sensor Replacement.
  - a. Replaced damaged sensors and calibrated them for enhanced accuracy.
- II. Air Compressor Upgrade on Slaker #1.
  - a. Ongoing Project – The constructed air compressor was moved into location and placed on the base. Electrical and Mechanical connections scheduled for MAR24.
- III. Ammonia Line Bypass Installation.
  - a. The installation of the manual bypass for the ammonia feed line was installed.
    - (1) This is to continue feeding ammonia in the event of a power failure.
- IV. Nano Skid #3 Piping Repair
  - a. Ongoing leak on the top of Nano Skid #3 was replaced.
    - (1) The entire pipe spool was fabricated in-house and replaced with higher pressure rated piping.
- V. Raw Water Lines & Painting.
  - a. Continuing painting and labeling of piping and equipment to improve the visual and operational clarity of a professional facility.

## Acid Tank Sensor



## Ammonia Line Bypass Installation





### Nano Skid #3 Pipe



## Raw Water Line Painting



### Slaker 1 Air Compressor



### Slaker 1 Air Compressor Base





## Well 4 Painting



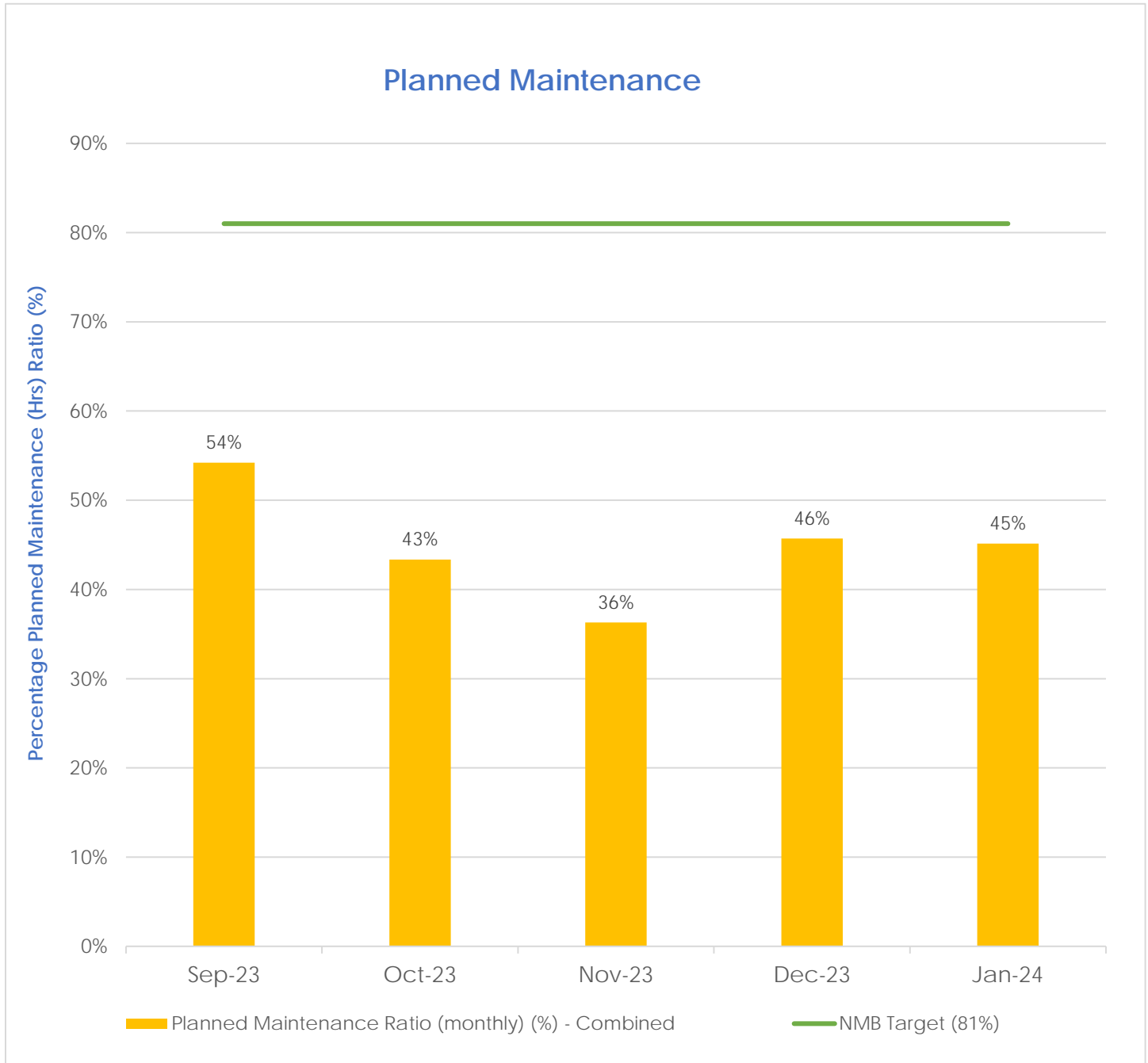
### Well 4 Painting



## 6. Wastewater Collection Maintenance (910)

### Planned Maintenance

NMB Water is focused on wellfield protection maintenance needed as identified in the SSES report and continue working on FDOT relocations in Miami Gardens. Crews also continue to handle customer service requests and emergency repairs.

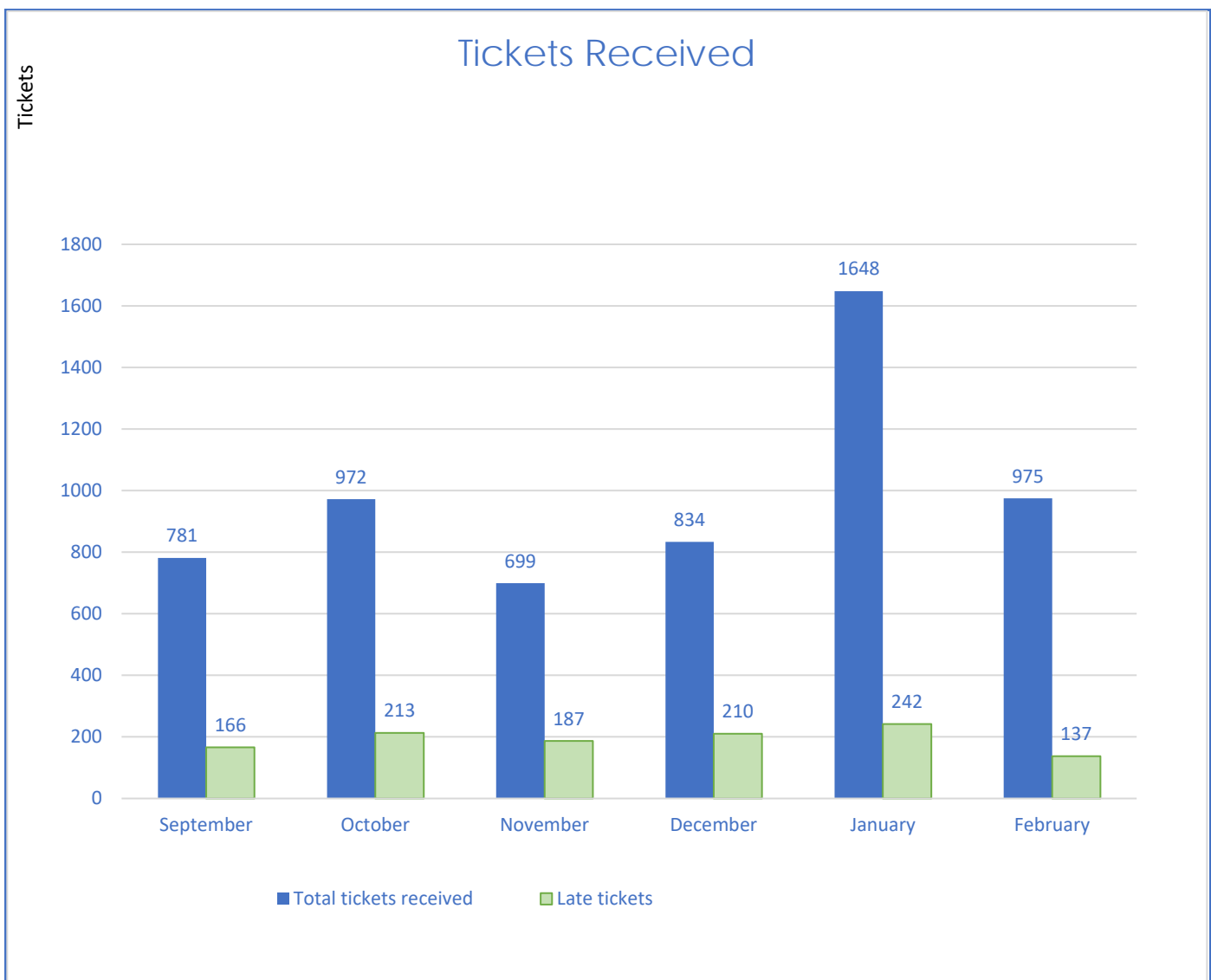


## 7. Infrastructure Coordination (912)

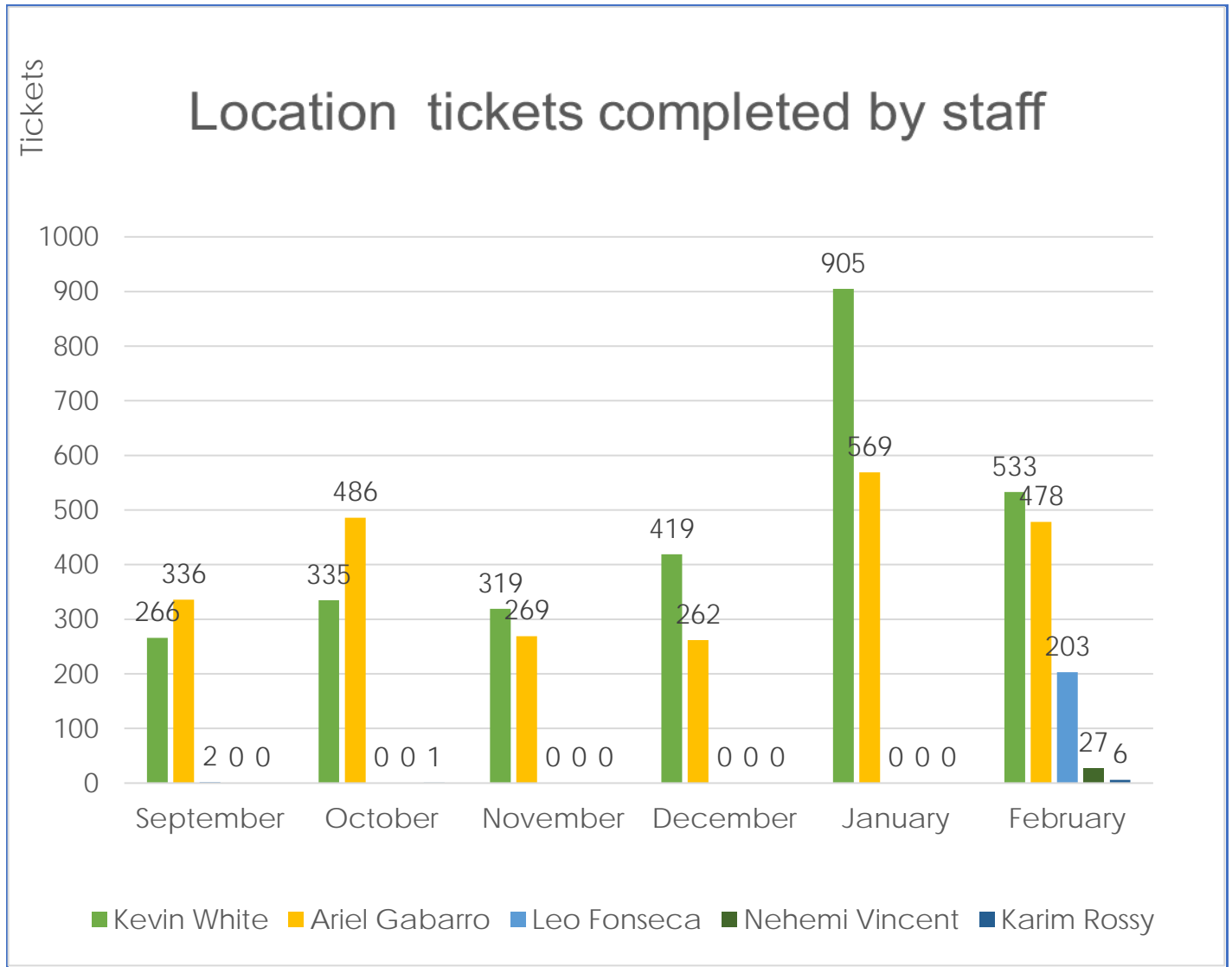
### Location Tickets

NMB Water is mandated by Florida Statute Chapter 556 to respond to the Sunshine 811 locate ticket within two full business days from receipt. That is our goal.

Note: we have seen these past couple of years an influx of construction in the service area and have had upwards of 100 new tickets a day and backlogs of close to 500 tickets. Currently, the team has two full-time locators and three additional staff, including inspectors and an infrastructure manager, that help as needed to protect NMB Water infrastructure. The current backlog is between 200-300 tickets daily.

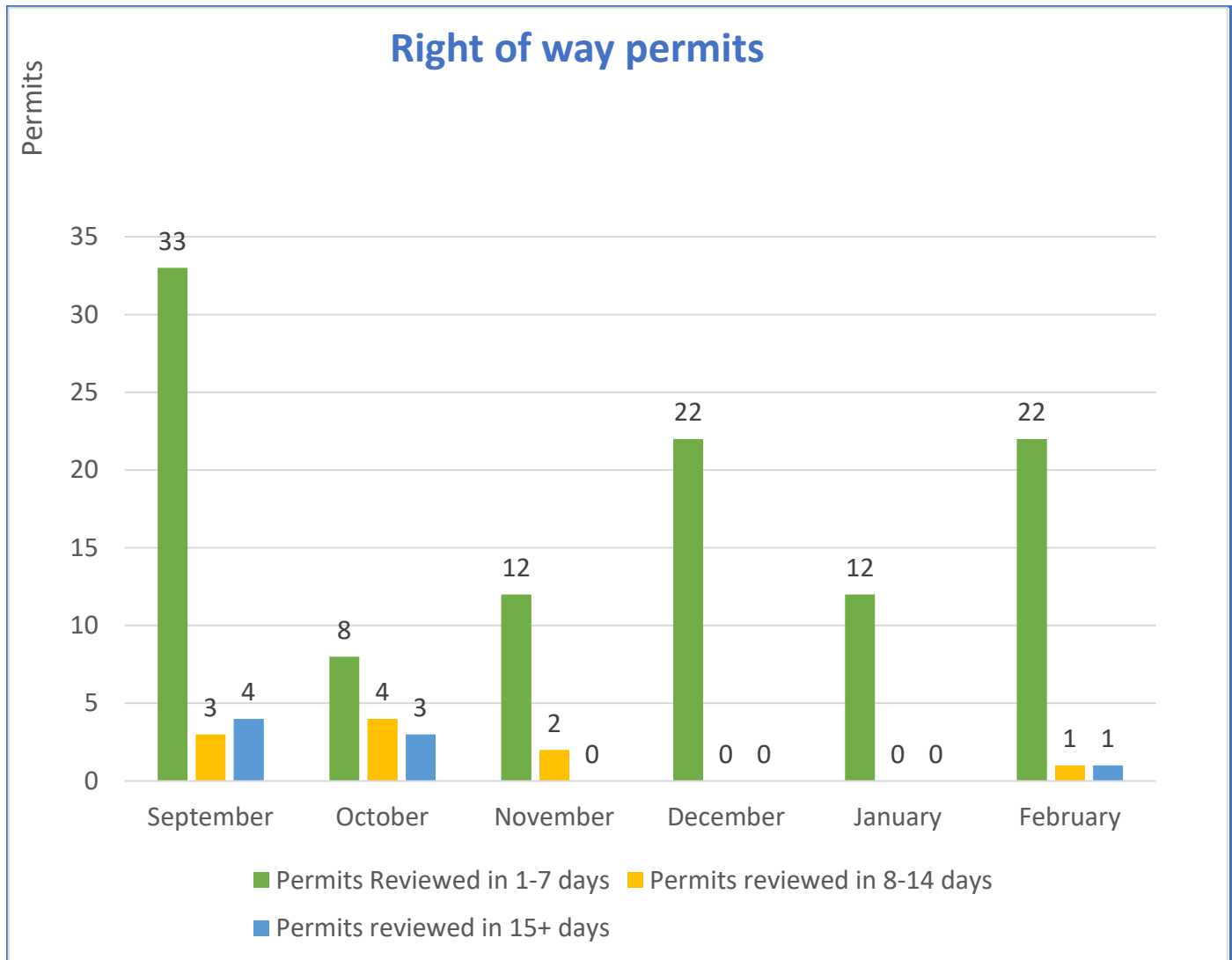


The Engineering and Infrastructure Division currently has two full-time locators. Staff has tried to keep up with the workload by assisting however they can. To deal with the high volume of work, they are in the process of hiring a new (third) locator to alleviate this need.



## Right of way Permits

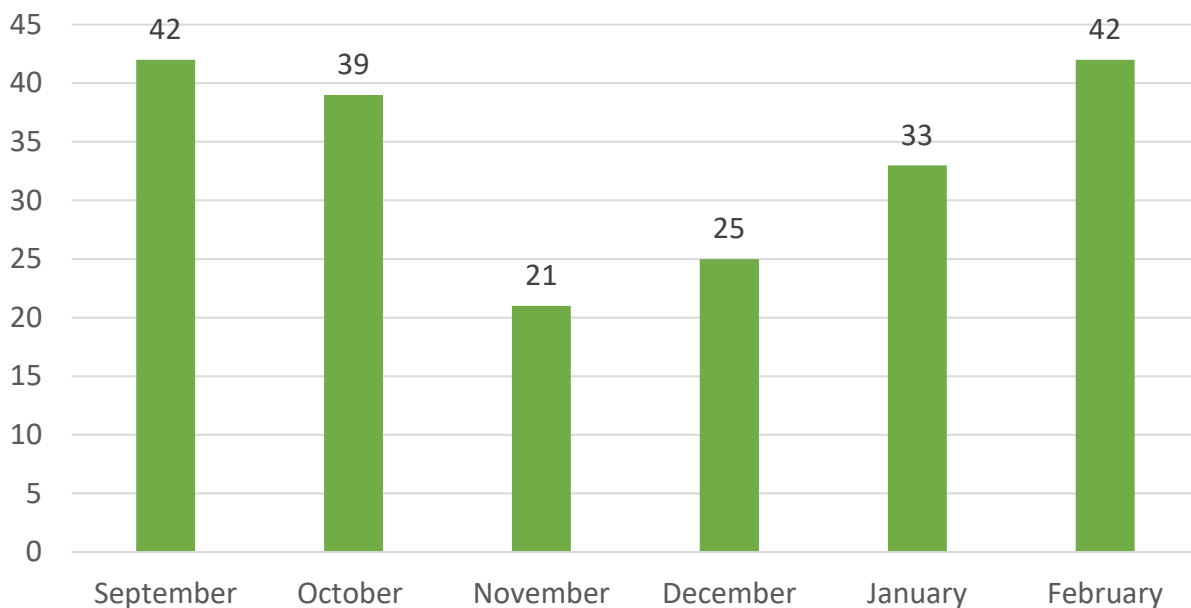
The Engineering and Infrastructure division receives Public Works Engineering Permits (Right of way) permits to review for compliance with our water and sewer requirements. Our goal is to turn them around within a week of receipt.



## Utility Records Requests

The Engineering and Infrastructure division receives Utility Records requests from consultants designing developer driven projects as well as other utility consultants doing work in the right of way. They need to show what else is in the right of way near their project to avoid conflicts or simply to connect to our utility lines. This provides another layer of damage prevention. The goal is to turn these requests around within 5 business days and usually do. Record requests include GIS and related documents such as scanned as-builts. Occasionally, we receive requests from public records requests from the City Clerk office.

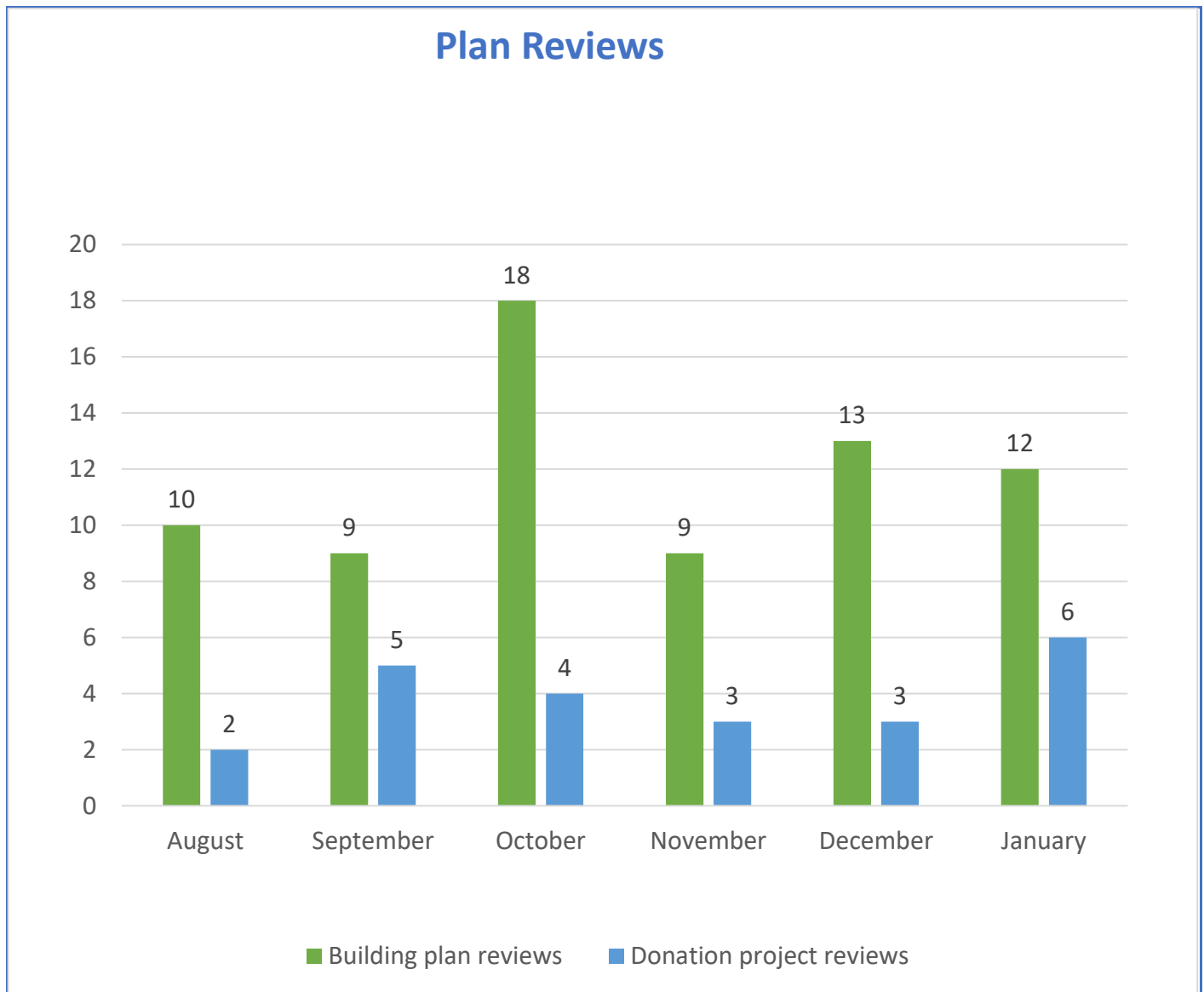
### Utility Records Requests





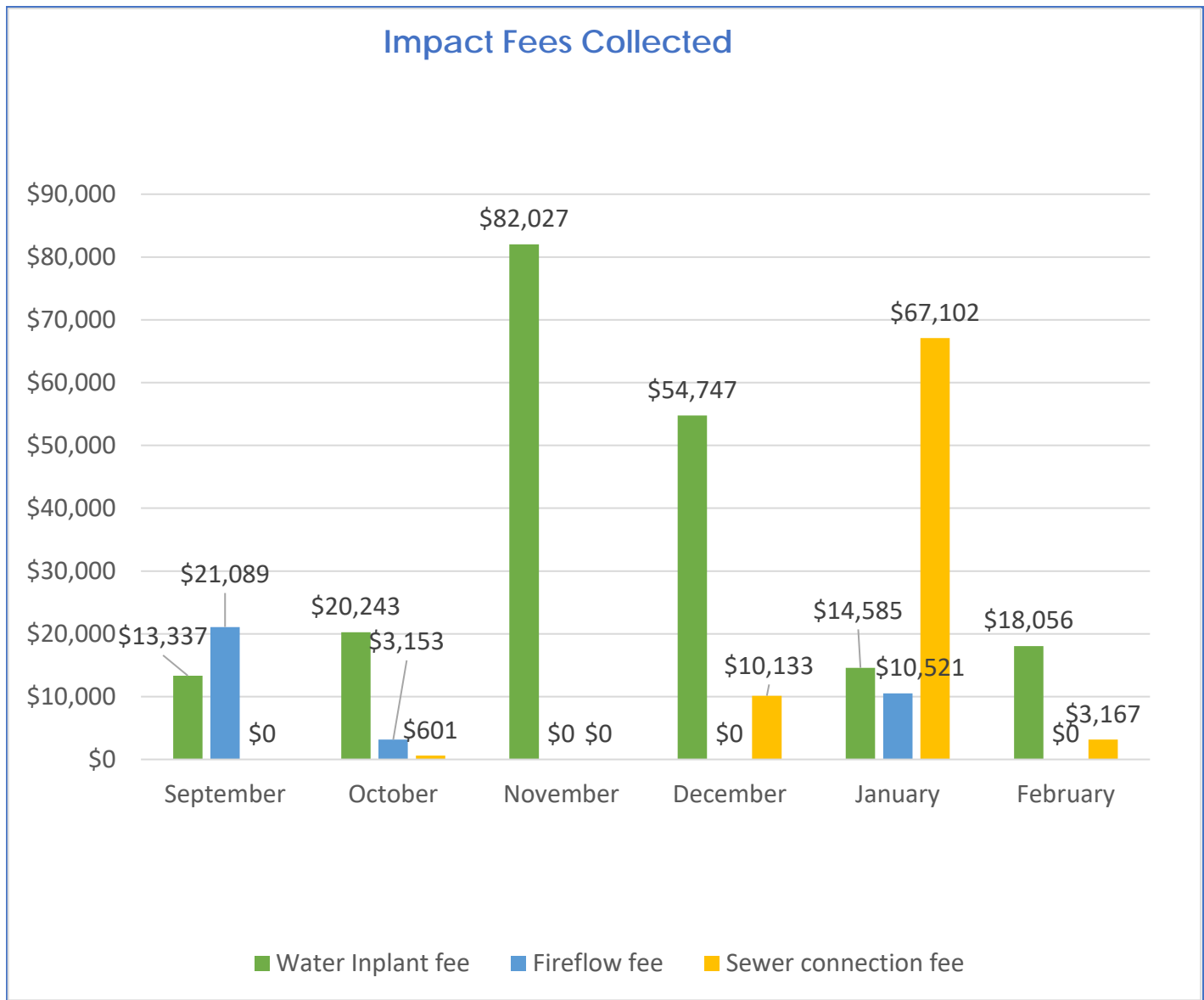
## Plan Reviews

The Engineering and Infrastructure division reviews building plans for assessment of water and sewer connection and Fire flow fees. They also review developer driven donation projects for water actual connections to our system. This type of review can be time consuming and sometimes requires a lot of back-and-forth interaction.



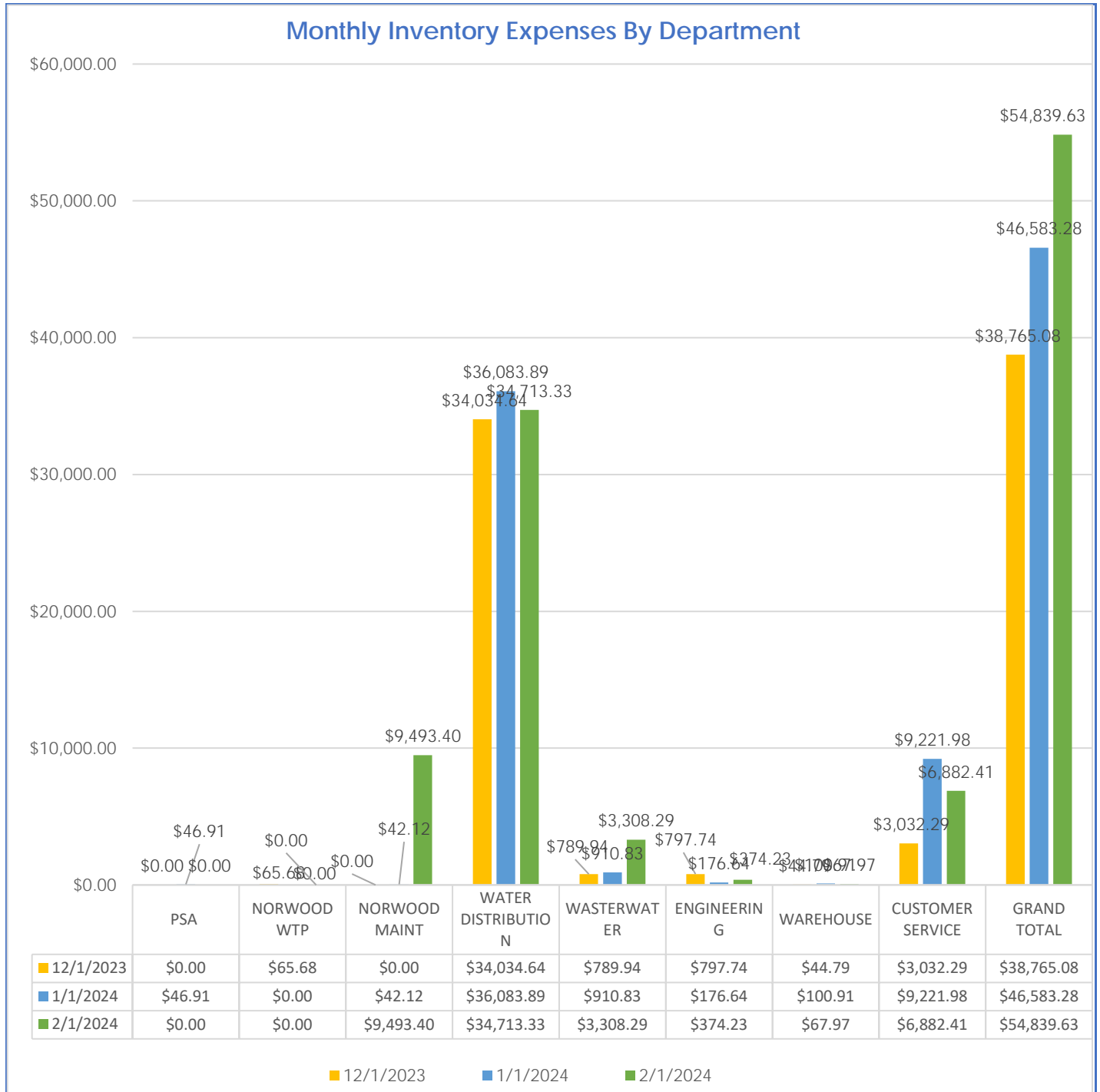
## Impact Fees Collected

The Engineering and Infrastructure division reviews building plans for assessment of sewer connection and fire flow fees. The amounts collected are based on regional growth at the present time and not an indicator of our performance. The amounts collected are based on regional growth at the present time and not an indicator of our performance.

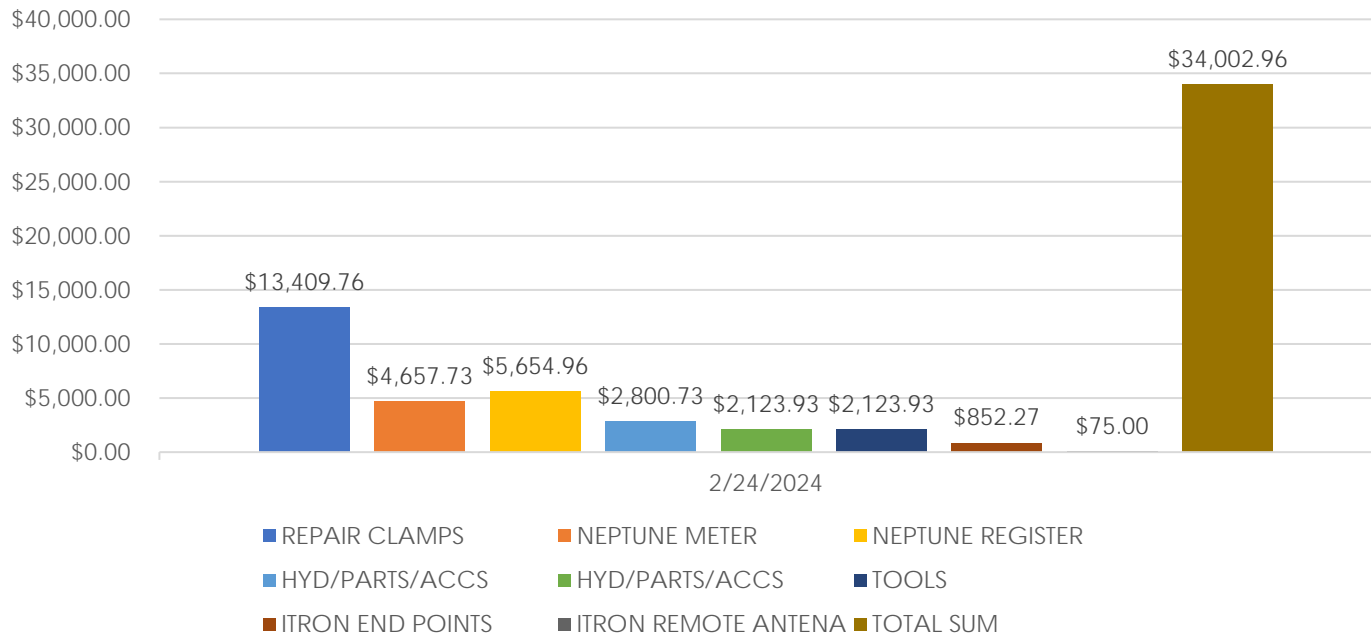


## 8. Warehouse

The Operation Center Warehouse is located at: 2101 NE 159<sup>th</sup> Street and is part of the NMB Water Division. The warehouse is comprised of approximately 4,000 square feet of covered space and 1,000 square feet of open space (Phase II). The graph below presents the total cost of equipment spent by each NMB Water division. A total cost of \$54,839.63 was utilized this month.

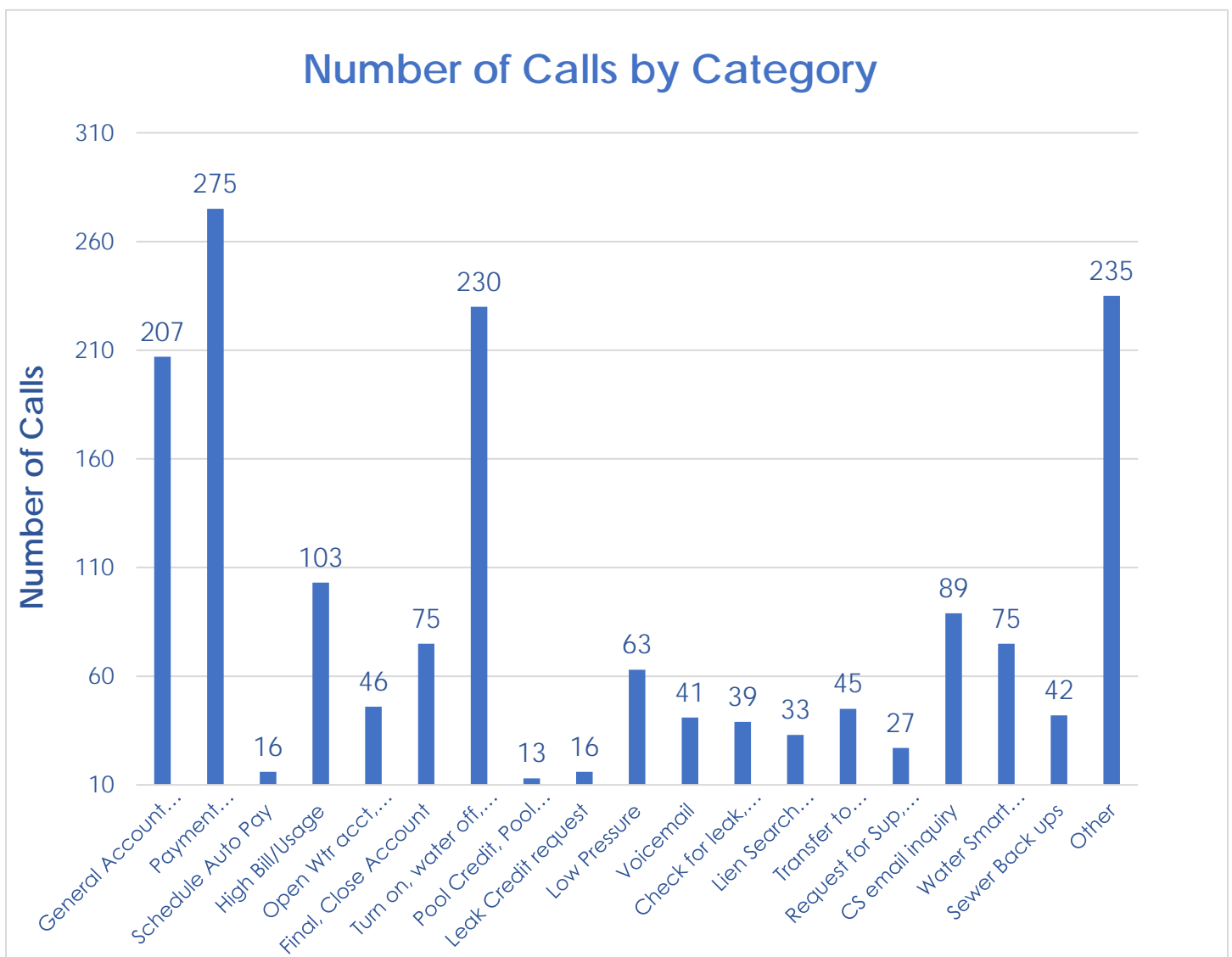


### SUMMARY COST-DEMAND ITEMS F/REPAIRS & MAINTENANCE



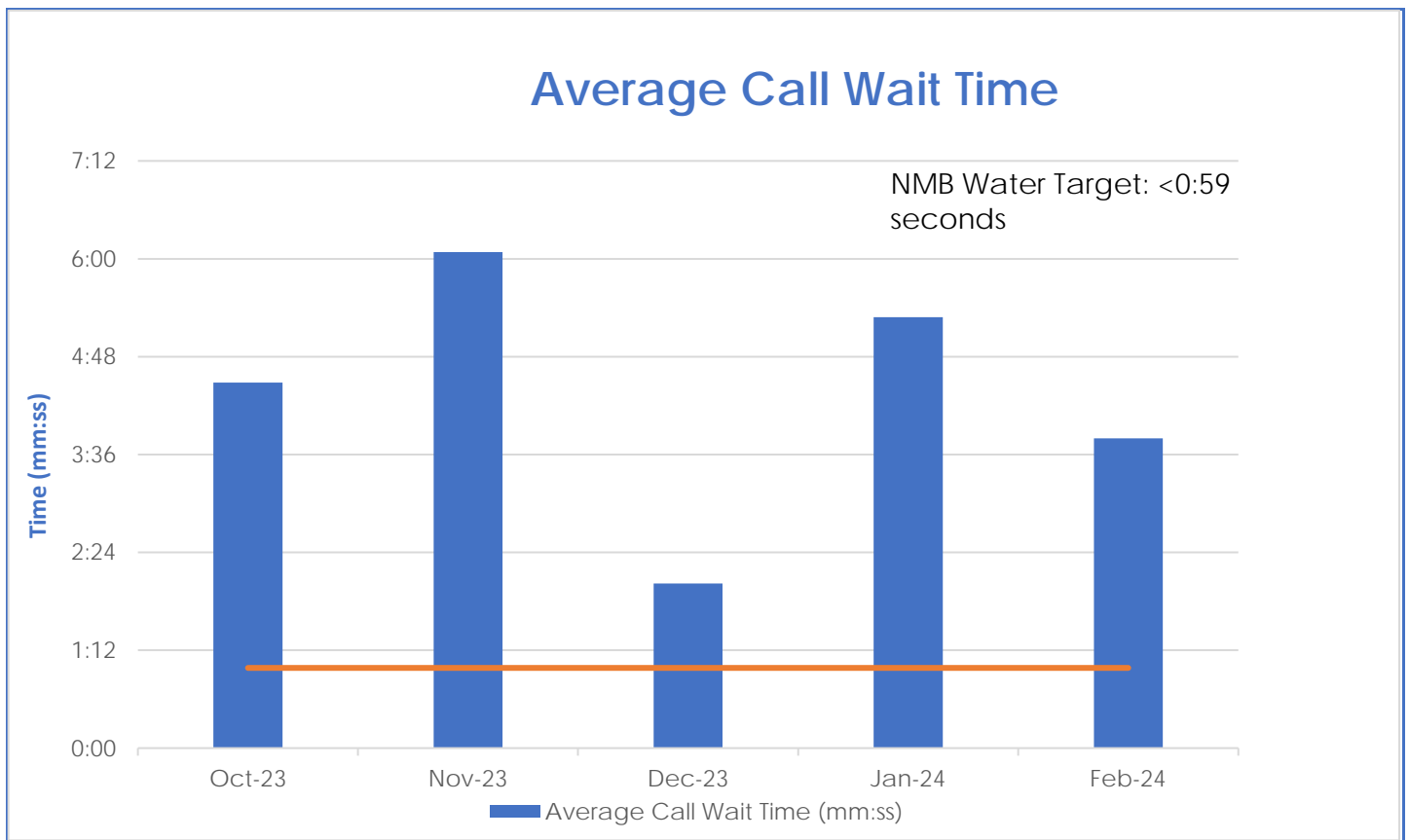
## 9. Customer Service (916)

Customer Service (CS) provides services for meter reading, Itron and Invoice Cloud management, billing, money-collection, and call center to approximately 34,950 customer accounts. A total of 1,699 calls were received during this reporting period. A total of 1,670 calls were answered in which the average hold time per call was 1 minute and 20 seconds. The chart below shows the number of calls per category recorded for the month of February. Category labeled "other" includes late fee waivers, estimated bill, meter and sanitation inquiries. (Note: Not all the calls were categorized)



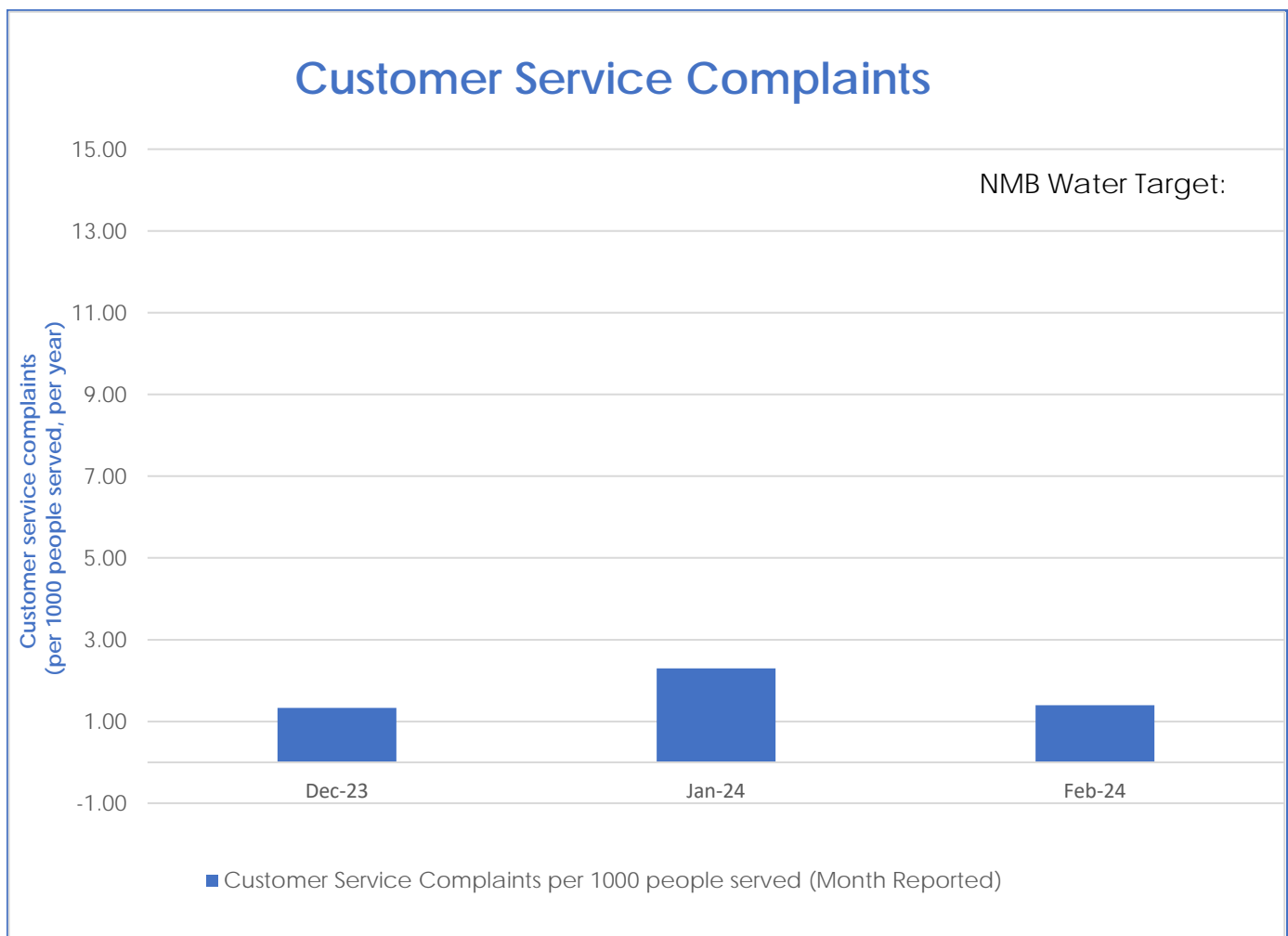
## Average Call Wait Time

Average call wait time is the amount of time an inbound call spends waiting in queue or for a callback, also known as the average speed of answer. The traditional wait time for a call uses the wait time of <0:59 seconds. The average call wait time decreased significantly due to call volume decreasing.



## Customer Service Complaints

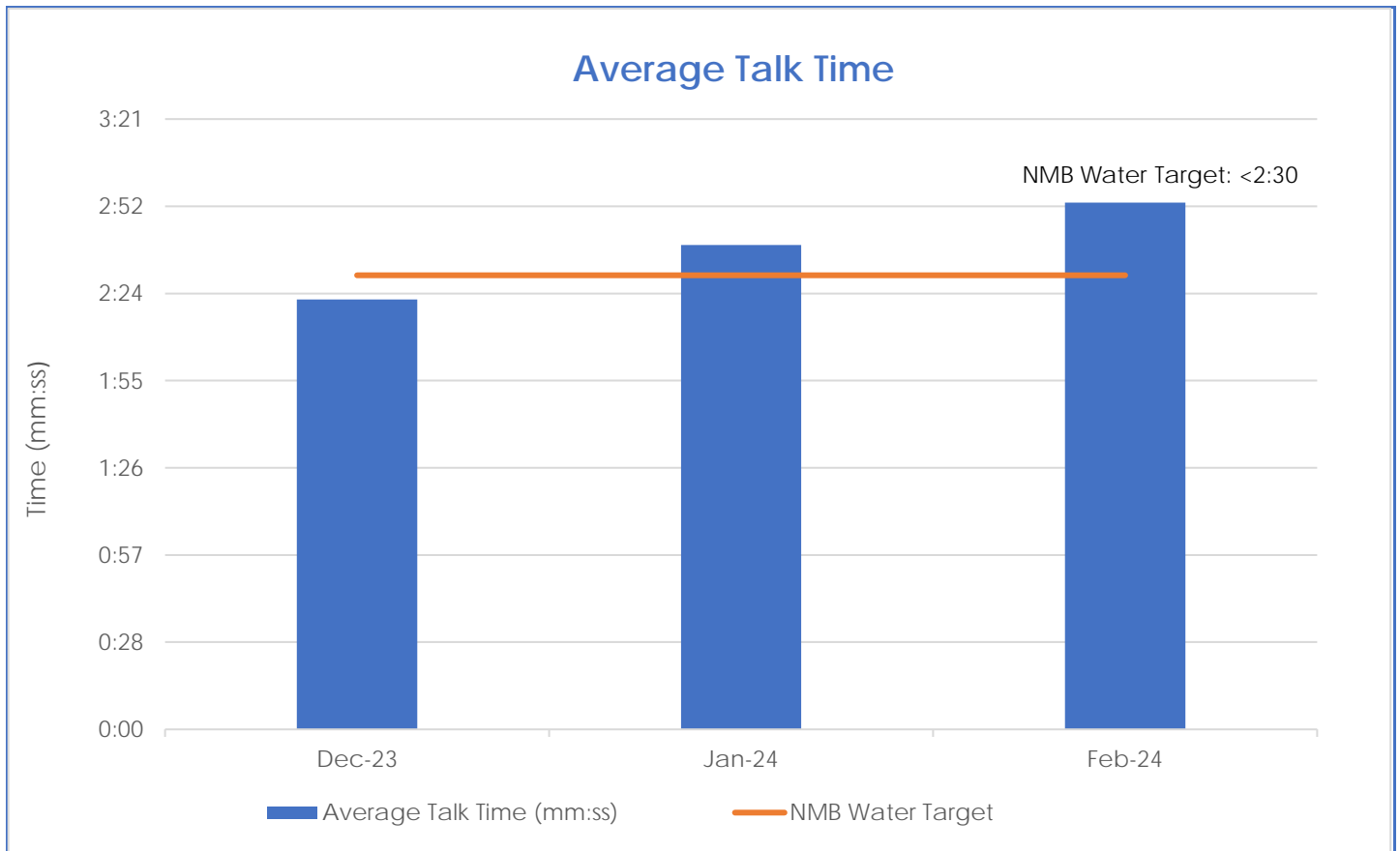
This KPI captures the complaint frequency provided by the utility per 1,000 accounts. AWWA defines customer service complaints in reference to relationship factors such as courteousness, helpfulness, professionalism, and responsiveness. We will utilize the following to capture customer complaints: estimated bills, high bills, low water pressure, leaks, request for supervisor, Water Smart issues, sanitation issues, and sewer backups. Our target goal has been adjusted from five (5) to fifteen (15) complaints per 1000 customers a month because of the influx of complaints during billing cycles. There was a significant decrease in customer complaints due to a decrease in call volume for February.





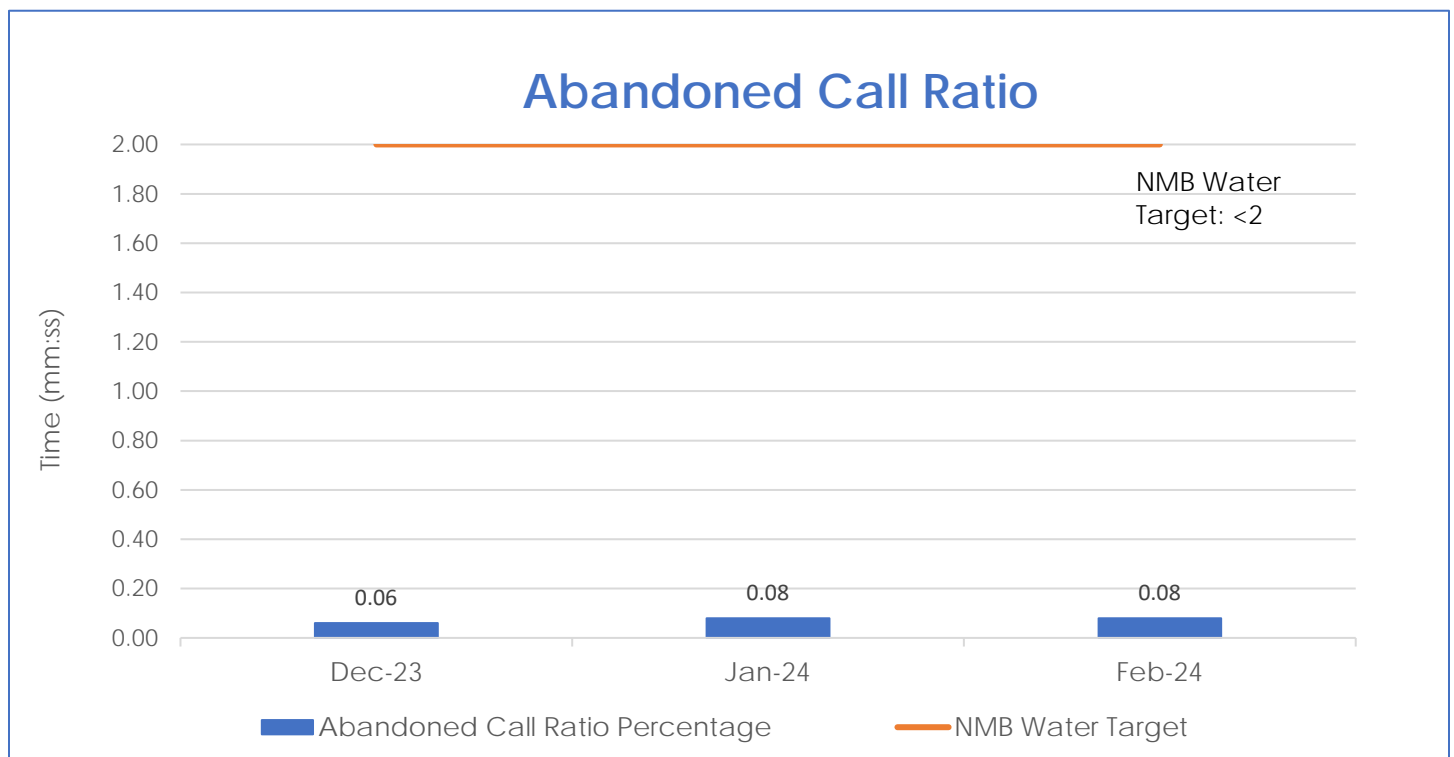
## Average Talk Time

Average talk time (ATT) is the amount of time that a Customer Service Representative (CSR) spends handling customer calls and resolving their queries. The Average Talk Time increased slightly as agents spent additional time assisting customers with billing/collection inquiries.



## Abandoned Call Ratio

The abandoned call rate is the ratio between the number of the calls terminated before they could be answered and the total number of calls. This is important for KPIs that indicate customer satisfaction and service level. A high abandonment rate is often used as a signal by call centers to improve the response time. The abandoned call ratio remained the same for the month of February.





**City Manager's Report  
16.3.**

City of North Miami Beach  
17011 NE 19 Avenue  
North Miami Beach, FL 33162  
305-947-7581  
[www.citynmb.com](http://www.citynmb.com)

**MEMORANDUM**

---

<b>TO:</b>	Mayor and City Commission
<b>FROM:</b>	
<b>VIA:</b>	
<b>DATE:</b>	April 16, 2024

---

**RE:** NMBPD Monthly Report (March 2024)

---

**Description**

**BACKGROUND**

**ANALYSIS:**

**RECOMMENDATION:**

**FISCAL/ BUDGETARY  
IMPACT:**

---

**ATTACHMENTS:**

Description

📎 NMBPD Monthly Report and Stats March 2024



HIGHLIGHTS & SIGNIFICANT INCIDENTS

**NORTH MIAMI BEACH POLICE**

**DEPARTMENT**

**MONTHLY REPORT**

**MARCH 2024**





# HIGHLIGHTS & SIGNIFICANT INCIDENTS

## **ADMINISTRATIVE DIVISION**

- NMBPD Jobs: Forwarded to Miami-Dade College (MDC) for network advertisement.
- Recruitment Email Group was updated for efficient communication and exchange of recruitment ideas.
- On March 5<sup>th</sup>, Recruitment Team represented the Police Department at the MDC Career Fair.
- On March 21<sup>st</sup>, the Recruitment Team represented the Police Department at the Career Connection City Event at Uleta Park.
- Conducted Police Cadet, Community Service Officer (CSO) and Crime Scene Tech interviews
- Advertised Police Cadet
- Processing: 5 Police Officers, 9 Police Cadets, 7 PCO, 2 CSO, and 1 Crime Scene Tech
- Officers attended 26 trainings.
- Answered approximately 1,311 incoming calls for police service.

## **OPERATIONS DIVISION**

- Calls for service: 8838(Includes Watch Orders, Night Eyes, and Community Contacts).
- Arrests: 95 (35 felonies)
- Traffic Stops: 602
- Officers Camejo and Blatt both completed the FTOP and are solo officers.
- Officer Cooper was recognized for his Officer of the Month.
- Subject who was throwing firecrackers in the Jewish community was identified and the victims and Rabbi refused to prosecute and will be handled internally within the community.
- Notable Arrests:
  - 1 Stolen Vehicle arrest.
  - 1 Armed Carjacking, 1 subject arrested and 1 gun recovered.
  - 1 Strong-armed robbery arrest @ Sunoco gas station
- Northeast End Task Force (NMBPD TAT, MDPD CSIT, NMPD CSU)
  - 1 Felony Arrest for Controlled Substance, 1 Misdemeanor Arrest for Resisting Without Violence, 1 Probation Warrant Arrest, Documented 2 new gang members.
- The Special Response Team (SRT) conducted one search warrants for a shooting investigation.

Prepared by  
Nelson Camacho, Acting Chief of police  
04-01-2024



# HIGHLIGHTS & SIGNIFICANT INCIDENTS

## COMMUNITY PARTNERSHIP DIVISION

- Meetings Attended:
  - PACT meeting at Washington Park
  - Commission Workshop
  - Assisted reassurance member with contacting her family.
  - Commission Meeting
- Events Attended
  - Childhood Cancer Awareness Hero Event @ Mystic Force
  - Farmshare event conducted. 500 boxes of food distributed.
  - International Women's Day @ Library
  - Bike Ride in the 305.
  - Career Day @ Fulford Elementary. SRT, K-9 Dive, PAL & Community Police participated.
  - Explorers & PAL children attended first College Tour
  - Police Explorers competition attended in Port of Miami.
  - Police Explorer Awards Banquet in City of Medley attended by Command Staff and Explorer Advisors.
  - Coffee with a Cop conducted @ 16275 Biscayne Blvd.
- Complaints Handled
  - Met with resident @ 1300 NE 153 St to review her complaints. The resident was pleased with the police responses.
  - Met with resident @ 3140 NE 165 St in reference to a loud music complaint.
  - Motors and CP Detectives responded to parking complaints in Eastern Shores. 12 parking citations were issued. Detectives met with construction foreman to discuss employees that were parking along the street and blocking traffic.
  - Homeless person who had setup camp @ vacant business @ NE 173 St/Biscayne Blvd, was relocated.
  - Restaurant workers leaving debris and trash in the parking lot @ NE 23 Av/NE 171 St
    - Restaurant manager was spoken to and informed of the issues.
  - Homeless person @ NE 164 St/NE 20 Av.
    - Homeless person left the area without incident.
  - Homeless person @ NE 156 St/Biscayne Blvd.
    - Homeless Trust assisted in relocating to a family member's house in North Miami.
  - Homeless person @ 16275 NE 18 Av.
    - Met with the business owner to assist in cleaning up the area.
  - Homeless Detail
    - 10 vagrants identified

Prepared by  
Nelson Camacho, Acting Chief of police  
04-01-2024



## HIGHLIGHTS & SIGNIFICANT INCIDENTS

- 9 TAWs issued.
- Temporary Automotive Garage @ 611 NE 167 St
  - Working with Code Enforcement to ensure compliance.

### **INVESTIGATIVE DIVISION**

- 1492 NE 172 St (Arson)
  - Residence in which the search warrant was served back in February for stolen scooters, was allegedly set on fire by a known subject according to a witness. Investigation is still ongoing.
- DEA Groups:
  - Group 13: Ongoing Fentanyl buy & trafficking case. Target was identified.
- Tactical Investigations Unit
  - Arrest made in Organized Scheme to Defraud in which the loss to victim totaled over \$45,000 in credit card fraud.
  - Arrest made in armed robbery subjects (NMBPD case #2024-0303-09)
  - Arrest made in Grand Theft Auto case.
  - Follow-up investigation in narcotics violation complaint of 1800 NE 173 St
  - A new narcotics Confidential Informant was registered and will be assisting with a cocaine kilo reversal investigation.
- Crime Scene interviews were completed earlier this month and chosen candidates will be processed. 2-3 candidates seemed promising.





# NORTH MIAMI BEACH POLICE DEPARTMENT

## TARGETED CRIMES (FEB - MAR 2024)



ROBBERY		
	YTD 23	YTD 24
FEB	7	3
MAR	5	6
TOTAL	13	9

BURGLARY (RESIDENCE)		
	YTD 23	YTD 24
FEB	5	4
MAR	7	8
TOTAL	12	12

BURGLARY (NON-RESIDENCE)		
	YTD 23	YTD 24
FEB	4	3
MAR	5	5
TOTAL	9	8

MOTOR VEHICLE THEFT		
	YTD 23	YTD 24
FEB	9	17
MAR	19	15
TOTAL	28	32

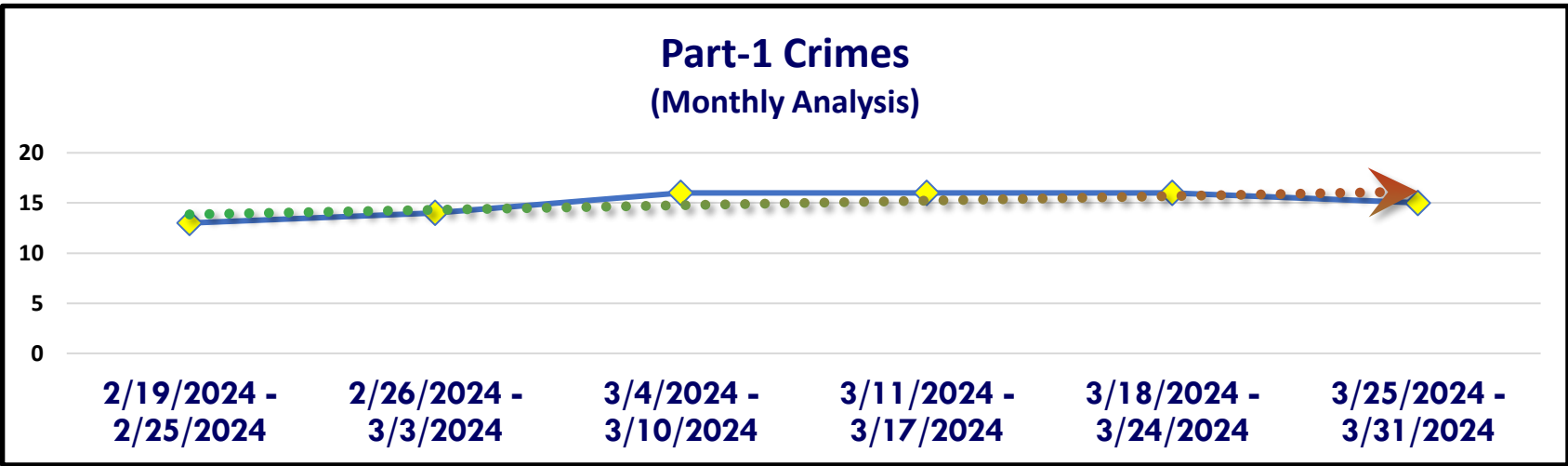
NOTE: The data reflected above is in National Incident-Based Reporting System (NIBRS) format. NIBRS captures details on each single crime incident—as well as on separate offenses within the same incident—including information on victims, known offenders, relationships between victims and offenders, arrestees, and property

DATA BELOW IS NOT IN NIBRS FORMAT											
ROBBERY (ARMED)			ROBBERY (STRONG-ARM)			BURGLARY (VEHICLE)			ASSAULT (AGGRAVATED)		
	YTD 23	YTD 24		YTD 23	YTD 24		YTD 23	YTD 24		YTD 23	YTD 24
FEB	3	2	FEB	4	1	FEB	16	23	FEB	6	6
MAR	3	1	MAR	2	5	MAR	22	14	MAR	9	10
TOTAL	6	3	TOTAL	6	6	TOTAL	38	37	TOTAL	15	16

HOMICIDE		
	YTD 23	YTD 24
FEB	1	0
MAR	1	1
TOTAL	2	1

SEXUAL BATTERY		
	YTD 23	YTD 24
FEB	1	1
MAR	2	0
TOTAL	3	1

NOTE: The data reflected above is in National Incident-Based Reporting System (NIBRS) format. NIBRS captures details on each single crime incident—as well as on separate offenses within the same incident—including information on victims, known offenders, relationships between victims and offenders, arrestees, and property involved in crimes.



The past 6 weeks currently reflect an overall **upward** trend in reported Part-1 crimes.



**City Attorney's Report  
17.1.**

City of North Miami Beach  
17011 NE 19 Avenue  
North Miami Beach, FL 33162  
305-947-7581  
[www.citynmb.com](http://www.citynmb.com)

**MEMORANDUM**

---

<b>TO:</b>	Mayor and City Commission
<b>FROM:</b>	Mario A. Diaz, City Manager
<b>VIA:</b>	Shereece George Depusoir, Chief Procurement Officer
<b>DATE:</b>	April 16, 2024

---

Resolution No. R2024-58 Approving the Engagement Agreement Between the City and Greenspoon  
**RE:** Marder LLP for RFQ-23-035-SG Professional Legal Services - City Attorney (Mario A. Diaz, City Manager)

---

**Description**

In an effort to provide Excellent Municipal Services, in a financially responsible manner, consistent with our Strategic Plan, the City of North Miami Beach issued RFQ-23-035-SG – Professional Legal Services – City Attorney with electronic notices posted on the City’s website and Bidsync.com, with electronic notification sent to over 4,878 suppliers on October 2, 2023. On December 15, 2023, the City received and opened submission of qualifications (RFQ) from three (3) respondents.

**BACKGROUND  
ANALYSIS:**

On January 31, 2024, at a publicly advertised meeting, the Evaluation Committee submitted initial scoring of the responses after conducting a public discussion regarding the established evaluation criteria, including but not limited to: Approach to Providing City Legal Services, Experience, Qualification & References (City Attorney/Firm and Proposed Staff), Litigation, Conflict of Interest/Ethical Considerations, and Location (Proximity to City of North Miami Beach City limits). The respondents were ranked in order: Fox Rothschild LLP, Gray Robinson, P.A., and Greenspoon Marder LLP.

On March 18, 2024, the Recommendation to Approve the Ranking was presented at a Special Meeting. The Mayor and Commission voted to re-rank the respondents as such: Greenspoon Marder LLP, Gray Robinson,

P.A. and Fox Rothschild LLP. Additionally, authorizing the City Manager to negotiate with the 1<sup>st</sup> ranked respondent, Greenspoon Marder LLP and in accordance with Florida Statutes then negotiate with 2<sup>nd</sup> ranked then the 3<sup>rd</sup> ranked if an impasse is reached.

**RECOMMENDATION:** Mayor and City Commission find it to be in the best interests of the City to award the RFQ to Greenspoon Marder and authorize the City Manager to execute an Agreement between the City and Greenspoon Marder, in accordance with the RFQ and Exhibit A.

**FISCAL/ BUDGETARY** As approved in the adopted FY24 budget appropriation.

**IMPACT:**

---

**ATTACHMENTS:**

**Description**

- ▣ Resolution
- ▣ Exhibit A
- ▣ Exhibit A

## **RESOLUTION NO. R2024-XX**

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA APPROVING THE ENGAGEMENT AGREEMENT BETWEEN THE CITY AND GREENSPOON MARDER, LLP PURSUANT TO REQUEST FOR QUALIFICATIONS (“RFQ”) 23-035-SG “PROFESSIONAL LEGAL SERVICES - CITY ATTORNEY AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of North Miami Beach (“City”) issued Request for Qualifications No. 23-035-SG Professional Legal Services – City Attorney (“RFQ”); and

**WHEREAS**, on March 19, 2024 the Mayor and City Commission approved the ranking of the respondents and authorized the City Manager or designee to negotiate with Greenspoon Marder, LLP (“Greenspoon Marder”) and, if the negotiations were successful, present an agreement for the City Commission’s consideration and approval; and

**WHEREAS**, the nature, scope and fees for services to perform professional legal services as a City Attorney are set forth Engagement Agreement (Exhibit “A”); and

**WHEREAS**, the term of the City Attorney shall commence on April 16, 2024 and shall remain in full force and effect until such time as the agreement is terminated as provided for or modified by mutual written consent of both parties; and

**WHEREAS**, the Mayor and City Commission find it to be in the best interests of the City to award the RFQ to Greenspoon Marder and authorize the City Manager to execute an Agreement between the City and Greenspoon Marder, in accordance with the RFQ and Exhibit A.

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

**Section 1.** The foregoing whereas clauses are true and correct and adopted as the legislative and administrative findings of the City Commission and made a specific part of this Resolution; all exhibits attached hereto are made a specific part of this Resolution.

**Section 2.** The Engagement Agreement with Greenspoon Marder, LLP in accordance with RFQ-23-035-SG Professional Legal Services – City Attorney, attached as Exhibit “A” is approved.

**RESOLUTION NO. 2024-XX**

**Section 3.** The City Manager or designee is authorized to do all things necessary to effectuate this Resolution.

**Section 4.** All Resolutions or parts of Resolutions in conflict with this Resolution are repealed to the extent of such conflict.

**Section 5.** Any scrivener or typographical errors that do not affect intent may be corrected with notice to, and the authorization of the City Attorney and City Manager without further process.

**Section 6.** If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are declared to be severable.

**Section 7.** This Resolution shall take effect immediately upon adoption.

**APPROVED AND ADOPTED** by the City of North Miami Beach City Commission at the regular meeting assembled this **16<sup>th</sup> day of April 2024**.

ATTEST:

---

ANDRISE BERNARD, MMC  
CITY CLERK

---

EVAN S. PIPER  
ACTING MAYOR

(CITY SEAL)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE  
AND RELIANCE OF THE CITY OF NORTH MIAMI BEACH ONLY:

---

JOSEPH S. GELLER  
CITY ATTORNEY

Sponsored by: Mayor & Commission

**RESOLUTION NO. 2024-XX**

## CITY OF NORTH MIAMI BEACH MEMORANDUM

---



### PROCUREMENT MANAGEMENT DEPARTMENT

**TO:** Mayor and City Commission

**FROM:** Mario A. Diaz, City Manager

**DATE:** Monday, April 08, 2024

---

**RE:** Approval of the City Attorney Engagement Agreement

#### **BACKGROUND:**

At the direction of the Mayor and City Commission, the City of North Miami Beach ("City") issued Request for Qualifications No. 23-00-SG Professional Legal Services – City Attorney ("RFQ").


On March 18, 2024, the Recommendation to Approve the Ranking was presented at a Special Meeting. The Mayor and Commission voted to re-rank the respondents as such: Greenspoon Marder LLP, Gray Robinson, P.A. and Fox Rothschild LLP. Additionally, authorizing the City Manager to negotiate with the 1<sup>st</sup> ranked respondent, Greenspoon Marder LLP and in accordance with Florida Statutes then negotiate with 2<sup>nd</sup> ranked then the 3<sup>rd</sup> ranked if an impasse is reached.

The City Manager has completed negotiations with Greenspoon Marder LLP, presenting an agreement for the City Commission's consideration and approval.

#### **RECOMMENDATION:**

The City Manager recommends award of the RFQ to Greenspoon Marder LLP in accordance with the RFQ and engaging Greenspoon Marder LLP for the budgeted expenditure for Professional Legal Services – City Attorney in accordance with the terms and condition and purposes of the RFQ and the Engagement Agreement.

**Approved and may be placed on the next Commission Meeting Agenda.**

**By:**   
Mario A. Diaz, City Manager

04/08/2024  
Date

**VIA EMAIL**

April 9, 2024

City of North Miami Beach  
c/o Mayor Evan S. Piper  
17011 NE 19th Avenue  
City Hall - 4th Floor  
North Miami Beach, FL 33162  
Evan.piper@citynmb.com

**Re: Greenspoon Marder LLP Engagement Letter**

Dear Mayor Piper:

This letter will confirm that City of North Miami Beach (“Client”) has retained Greenspoon Marder LLP (“Firm”) to represent Client in connection with the matter described below. The Engagement Letter (“Letter”), along with the attached Standard Fee Addendum (“Standard Fee Addendum”), comprise the Engagement Agreement (“Agreement”) between Client and the Firm and explain the terms under which the Firm will provide legal services to Client in this matter. (The Standard Fee Addendum is attached hereto and incorporated by reference).

This engagement shall be effective upon approval by the City Commission, and shall be effective for an initial period of one (1) year. Thereafter, this Agreement may be extended for four (4) one-year periods, for a total of five (5) years. Either party may terminate this Agreement as provided in the Standard Fee Addendum.

**Scope of Work.** Client has engaged the Firm to provide the following services: to serve as the City Attorney in accordance with the City Charter and as more particularly set forth in Sections 3.5 and 3.6 of RFQ-23-035-SG (“Engagement”). Client has not engaged the Firm, nor has the Firm agreed, to represent Client regarding any other matter. If Client requires the Firm’s services in connection with any other matter, please contact the undersigned. The Firm is bound by rules of legal ethics not to represent any client if the representation of that client will in any way be directly adverse to the interests of another client unless each such client consents to such representation after consultation. The Firm will provide legal services as the City Attorney to the Client as required by the City Charter, as described in Sections 3.5 and 3.6 of RFQ-23-035-SG, and as more particularly set forth herein. For purposes of this Agreement, the primary Attorney to perform the duties of City Attorney shall be Joseph S. Geller. The Firm will maintain a regular presence at City Hall by having the primary Attorney and/or his designee onsite a minimum of four (4) days per week (providing regular latitude for absences, sickness, unavoidable conflicts, or circumstances beyond our control).



**Identity of Client.** The Firm's only client in the Engagement is the party identified as Client in the first paragraph of this Letter, which is the City of North Miami Beach, Florida, acting by and through its City Commission, as a collegial body, which representation may extend to its Commissioners and employees as set forth in RFQ-23-035-SG.

**Fees and Billing.** The Firm's monthly fee for general legal services will be a flat rate retainer of \$47,500.00 per month. This retainer would cover all general representation of the City. The scope of general representation provided would include the representation of the City Commission at meetings and workshops, the provision of legal advice and guidance to the Mayor, the City Commission, the City Manager and City staff, and preparation of ordinances, resolutions, charter amendments, contracts, and opinions, as well as the below:

- Attendance at all City Commission meetings, and all meetings of the City's Code Enforcement Special Magistrate, Code Enforcement Board, Planning Board, Pension Board(s), and PUC meetings, or any other meetings as directed by the City Commission or requested by the City Manager.
- Attendance at City Commission workshops, as needed.
- Procurement review and bid protests that do not go to civil court.
- Police Department advice on matters that do not go to court.
- Planning & zoning advice and review, meetings, and administrative hearings and appeals that do not go to civil court.
- Oversight of outside counsel/law firms (if necessary).
- Day-to-day communication with the individual Commissioners and City staff (regular questions and communications are encouraged). We will be available, accessible, and responsive to the Mayor, Commission, Manager and City staff in person and by telephone.
- Monthly concise update on litigations & special projects to the Mayor and City Commission.

Exceptions from this retainer would be for the following:

A. Litigation in any State or Federal court, representation of the City before the Division of Administrative Hearings, Equal Employment Opportunity Commission, Florida Commission on Human Relations, Unemployment Compensation Commission, Public Employees Relations Commission, or other State, Federal or local administrative proceeding, would be compensated on an hourly basis at the following rates:

All Attorneys: blended rate of \$275.00

Paralegals: \$125.00

B. Special Projects or activities which would require more than ten (10) hours of attorney time would be charged at the above hourly rates. Prior to commencing such Project, Firm would notify the City that the Special Project would exceed ten (10) hours and receive prior written authorization. This would include matters which because of the nature of the Special Project, an extraordinary amount of effort would be required. An example of these types of Special Projects would be the substantial revision of the Purchasing Manual or Land Development Code.

C. Development and implementation of Revenue Programs, such as a special assessment, impact fee or other home rule revenue sources which would be negotiated on a project-by-project basis.

D. Municipal bond or bank financing and similar complex financial matters, which would be negotiated on a transaction-by-transaction basis.

E. Arbitrations, labor and employment (including labor negotiations), advising the City's police department, complex real estate matters and transactions, public private partnerships, construction, eminent domain, enterprise (utility) fund related issues, and special environmental matters would be charged either at the above hourly rates, or on a project-by-project basis, depending on the matter.

Firm will not charge the City for travel time or travel-related costs to the City. Firm will be reimbursed for actual costs incurred on other travel, in conformity with Chapter 112, Florida Statutes. Firm will also be reimbursed for actual costs incurred in the provision of legal services including, but not limited to, filing fees, depositions, court reporter fees, witness fees, and other court related expenses, on-line research expenses, overnight or other delivery charges, copy and fax costs, postage, long distance telephone costs, delivery charges, travel expenses including parking, mileage, meals and hotel costs, and use of outside service providers including printers or experts. In litigation matters, such expenses may also include process servers, e-discovery costs and technician time, and other charges incurred in providing services to the City.

Firm understands that the legal file created in this representation of the City is a public record, except to the extent it is temporarily exempt from disclosure under Chapter 119, Florida Statutes, and that Section 286.011, Florida Statutes, may apply to this provision of legal services pursuant to this Agreement.

Pursuant to Florida Statutes s. 119.0701, Firm shall:

- 1) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
- 2) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- 3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- 4) Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the Firm upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

**IF THE CITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AND FIRM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN FOR THE CITY AT THE CITY OF NORTH MIAMI BEACH, 17011 NE 19TH AVENUE, CITY HALL - 4TH FLOOR, NORTH MIAMI BEACH, FL 33162.**

All written and oral information not in the public domain or constituting public records and not previously known, and all information and data obtained, developed, or supplied by the City or at its expense shall be kept confidential by Firm and shall not be disclosed to any other party, directly or indirectly, without the City's prior written consent unless required by an order issued by a court or like authority of lawful jurisdiction.

To the extent the City provides Firm with original documents during the course of this engagement, Firm will hold these records for the City during the pendency of the City's action. At the conclusion of the City's matter, Firm will contact the City and make arrangements for the return of the records the City provided. Firm will retain a file of the City's matter for Firm's normal retention period, which may be retained in electronic format.

The general services monthly rate and hourly rates set forth above shall be subject to a 3% annual increase on the anniversary of effective date of this engagement letter.

The Firm reserves the right to revise the staffing of the Engagement as it deems efficient. If, at any time, Client has any questions or concerns concerning the staffing of the Engagement, please contact the undersigned immediately.

The Firm will issue regular Invoices that detail the fees and costs incurred in the Engagement ("Invoices"), usually monthly. The time charged for non-retainer matters will include all time the Firm devotes to the Engagement. Although the Firm attempts to capture all fees charged and disbursements made on Client's behalf through the closing date set forth in each Invoice, there may be fees or charges for a particular period that will not appear on certain Invoices. Any such fees or charges will appear on subsequent Invoices.

**Prospective Waiver.** New lawyers frequently join the Firm. These lawyers may have represented parties adverse to Client while employed by other law firms or organizations. The Firm assumes that, consistent with ethical standards, Client has no objection to the Firm's continuing representation of Client notwithstanding our lawyers' prior professional relationships. Notwithstanding the foregoing, the Firm acknowledges that any actual conflict of interest as defined by the Rules regulating the Florida Bar may only be waived by the City Commission.

**Future Representation.** If Client asks the Firm to take on an additional assignment in the future, Client and the Firm will reach a separate understanding covering that additional assignment, which understanding will be reflected in a separate writing, which may include e-mails.

If Client has any questions about the Agreement, please contact the undersigned as soon as possible. Client agrees that it shall consult with outside special counsel regarding this Agreement, as the Firm cannot provide legal advice to Client regarding provisions of this Agreement or its execution.

We appreciate the opportunity and privilege to represent Client in the Engagement.

Very truly yours,

GREENSPOON MARDER LLP

By: /s/ Joseph S. Geller  
Joseph S. Geller, Partner

**APPROVED AND AGREED** to this \_\_\_\_ day of April 2024, by the undersigned.

CITY OF NORTH MIAMI BEACH

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

FEI number \_\_\_\_\_

ATTEST

Approved as to form and legal sufficiency:

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

By: \_\_\_\_\_  
Special Counsel

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

## **GREENSPOON MARDER LLP STANDARD FEE ADDENDUM**

This Addendum sets forth the standard terms and conditions upon which Greenspoon Marder LLP (the “**Firm**”) provides legal services to its clients and bills for those services. This Addendum accompanies a letter (the “**Accompanying Letter**”) addressed to a party or parties who has/have agreed to become obligated to the Firm for the payment of all fees charged and costs incurred by the Firm (collectively, the “**Financial Obligations**”). The Accompanying Letter also identifies who will be the Firm’s client or clients (collectively, the “**Client**”), and what will be the nature and scope of the Firm’s representation. This Addendum and the Accompanying Letter comprise the entire agreement between the Client and the Firm with regard to the Financial Obligations and may not be modified or amended by past or future oral statements or by course of conduct, but only pursuant to a writing signed by the Client and the Firm.

1. **Professional Undertaking:** An attorney of the Firm who has signed the Accompanying Letter (the “**Attorney in Charge**”) will have primary responsibility for the representation of the Client, and may, in his or her discretion, utilize the services of other attorneys and legal assistants in the Firm to assist in performing the work. If at any time the Client has any questions concerning the utilization of other attorneys or legal assistants, or any other matters, the Client should contact the Attorney in Charge.

2. **Fees:** The fees charged by the Firm for services not covered by the general legal services flat rate retainer are as follows:

All Attorneys: blended rate of \$275.00

Paralegals: \$125.00

Unless the Firm and the Client agree otherwise, the Firm’s fees will be calculated by multiplying the time spent in performing the work during the period covered by the invoice, by the established hourly rates set forth above.

3. **Expenses and Costs:** In order to facilitate the representation, the Firm often finds it necessary or expedient to incur certain expenses on behalf of the Client. Those expenses shall be billed to the Client without markup and as direct costs of providing such goods and services. Such expenses can include, without limitation, reproduction, computerized legal research, long distance telephone and fax charges. The Firm charges those expenses separately from our fees in order to more fairly allocate them to the clients whose matters require their extensive use, instead of the Firm absorbing them and having to increase our hourly rates generally for all clients, including those whose matters can be handled without such extensive use of those services.

From time to time, the Firm may also find it necessary or expedient to advance its own funds and then invoice the Client for reimbursement of various other third party costs, including, without limitation, travel (transportation, meals and lodging), overnight messenger service, title and lien

searches, court reporter fees and transcription services, and fees for the filing, recording and certification of documents. If any of the costs are substantial or the Firm otherwise deems it necessary, the Firm may require the Client to pay the vendor's invoice directly.

4. **Employment of Outside Professionals; Firm Recommendations:** To the extent that outside professionals are needed to assist in the handling of a matter for the Client, the decision on which outside professional to retain shall be made by the Client. Although the Firm may recommend or even select an outside professional that the Firm feels is appropriate for the matter, the Client shall, nevertheless, be obligated to undertake its own investigation as to whether it is satisfied that the outside professional is appropriate for the Client's purposes. Retention of all such outside professionals shall be on the basis that the outside professional will look solely to the Client for payment, whether such outside professional is directly retained by the Client or is directly retained by the Firm. Reimbursement of the Firm by the Client for invoices from outside professionals paid by the Firm will be subject to the provisions of Paragraph 8 of this Addendum.

5. **Reserved.**

6. **Billings:** The Firm's invoices are generally prepared and mailed during the month following the month in which services that it covers are rendered and the expenses and costs that it covers are reported to the Firm's books. Each invoice is payable in full upon receipt and in accordance with Florida Prompt Payment Act. In the event the Firm receives a payment from a Client at a time when more than one invoice is outstanding on any one or more matters, the Firm will apply that payment to any such open invoice, unless the payment is accompanied by the remittance copy of the invoice being paid or some other written indication from the Client directing how the payment is to be applied.

7. **Late Payments, Costs of Collection and Partial Invalidity:** In the event that it is necessary to institute legal proceedings to collect the Firm's fees and costs, the Firm will also be entitled to a reasonable attorney's fee, paralegal fees and charges and other costs of collection, even if such services and costs are provided by the Firm. Any provision of this Addendum which is unenforceable or invalid or the inclusion of which would adversely affect the validity, legality or enforcement of this Addendum shall be of no effect, but all the remaining provisions of this Addendum shall remain in full force and effect.

8. **Reserved.**

9. **Responsibility for Payment:** The Client will be responsible to the Firm for all Financial Obligations arising out of the services rendered by the Firm to the Client.

10. **Reserved.**

11. **Client Expectations:** Unless the Firm has agreed otherwise in a writing signed by the Attorney in Charge, the Client's responsibility for payment of its Financial Obligations will not be contingent or in any way dependent on the outcome of the representation or the results

obtained. Since the fees and costs relating to this matter are not predictable, any estimate of fees and costs that may have been discussed represents only an estimate. Unless otherwise agreed by the Firm in writing, the Firm makes no commitment to the Client concerning the maximum fees and costs that will be necessary to resolve or complete this matter. Although the merits of the Client's position may be emphasized and optimism concerning the likelihood of success may be expressed, the Client understands that legal matters frequently take courses that cannot be anticipated and can have outcomes that cannot be predicted. Accordingly, the Client acknowledges that no guarantees have been given by the Firm and that no statements made by any person on behalf of the Firm may be relied upon by the Client concerning the outcome of any matter.

12. **Title Insurance:** If the transaction for which the Client has retained the Firm requires the issuance of a title insurance policy, the Firm may issue the policy and/or commitment therefor as agent of the title insurance company. If the cost thereof is to be paid by the Client, the title insurance premiums charged by the Firm for the issuance of any such commitment or policy will be based upon the minimum premium rate promulgated by the State of Florida Insurance Commissioner. The Firm is an agent for many title insurance companies and may act as agent for the title company issuing title insurance in the Client's transaction. As is standard with all title insurers in Florida, the Firm will receive a percentage of the premium, as agent for the title insurance Company. Sums received by the Firm for acting as agent for a title insurer are in addition to, and not in lieu of, the Firm's standard fees as described in this Addendum.

13. **Choice of Law, Venue and Forum Selection:** This Addendum and the Accompanying Letter will be governed and construed under Florida law. The Firm and the Client do hereby agree and consent that the State and Federal Courts situated in Miami-Dade County, Florida, will have exclusive jurisdiction to adjudicate any claim, dispute and/or controversy of any nature arising out of or relating to this Addendum, the Accompanying Letter or the legal services provided pursuant thereto.

14. **Termination:** Every Client has the right to terminate the Firm's representation at any time and for any reason. The Firm has the same right, and under certain circumstances it may be required, to terminate its representation of the Client, upon reasonable notice to the Client. Among the reasons for which the Firm may terminate are: (i) nonpayment or repeated late payment of the Client's Financial Obligations to the Firm after the Client has been notified that the Firm intends to withdraw unless such Financial Obligations are paid timely, (ii) the Client's breach or failure to comply with the terms of the Firm's engagement, including the provisions of the Accompanying Letter or this Addendum, (iii) the Client's failure or refusal to be forthright, cooperative and supportive of the Firm's efforts, (iv) the Client's misrepresentation of, or failure or refusal to disclose facts to the Firm which the Firm deems necessary for, or relevant to, the engagement, (v) the Client's refusal to accept or implement the Firm's advice, (vi) the Client's persistence in pursuing, or having the Firm pursue, an objective which the Firm considers to be criminal, fraudulent, actionable, repugnant or imprudent, (vii) discovery of a conflict with another client of the Firm, and/or (viii) any other reason permitted or required under the Rules of Professional Conduct that govern the legal profession in Florida. Upon termination of the



engagement, either by the Firm or by the Client, the Client must sign all papers and documents which the Firm believes necessary to accomplish its withdrawal from the representation.

15. **File Destruction:** Following the conclusion or other termination of the Firm's representation of the Client with respect to a particular matter, the Firm shall transfer, at no cost to the City, all records in possession of the Firm obtained by the Firm in its representation of the City. The Firm shall retain a file of the Client's matter in accordance with the minimum retention periods required by Florida law. .

16. **Federal Tax Advice:** The United States Treasury Department has issued certain Regulations governing our ability to render written advice on federal tax issues, which includes the federal tax treatment of an item of income, gain, loss, deduction or credit, the existence or absence of a taxable transfer of property, or the value of property for federal tax purposes. During the course of our representation of you, we may provide you from time to time with written advice regarding federal tax issues. This written advice may include letters, e-mails, or memoranda. Please note that as a result of such Regulations, any written advice provided to you may not be used or relied upon by you for the purpose of (i) avoiding tax-related penalties that may be imposed by the Internal Revenue Service, or (ii) promoting, marketing or recommending to another party any tax-related matters addressed herein, unless the author of such advice should specifically provide in writing that it is intended to be a "reliance opinion" or a "covered opinion" as such terms are defined under applicable Treasury Regulations.

# WIRING INSTRUCTIONS

For  
Synovus – Client Invoice Pmts, ACH/Operating Account

## **BENEFICIARY BANK**

**Synovus**  
1048 Broadway  
Columbus, GA 31901

ABA#061100606

## **BENEFICIARY**

**Account Name:** Greenspoon Marder LLP ACH Acct  
100 W Cypress Creek Road, Suite 700  
Fort Lauderdale, FL 33309  
**Account#:** 1013936677

## **FOR INTERNATIONAL WIRES**

**SWIFT CODE:** FICOUS44

Synovus, 800 Shades Creek Parkway, Birmingham, AL 35209

**Intermediary Bank:** Bank of America, NY – Swift Code: BOFAUS3N

**\*\* \*\*\* ON THE MESSAGE TO BENEFICIARY, PLEASE REFERENCE \*\*\***  
**OUR FILE NUMBER: (18283.0001) AND/OR YOUR ATTORNEY'S NAME: Joseph Geller \*\***