



**CITY OF NORTH MIAMI BEACH**  
City Hall, Commission Chambers, 2nd Floor  
17011 NE 19th Avenue  
North Miami Beach, FL 33162  
**Tuesday, September 17, 2024**  
**6:00 PM**

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

City Manager Mario A. Diaz  
City Attorneys Greenspoon Marder LLP  
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**  
Rabbi Alan Litwak (Temple Sinai)
- 3. PLEDGE OF ALLEGIANCE**
- 4. REQUESTS FOR WITHDRAWALS, DEFERMENTS AND ADDITIONS TO THE AGENDA**
- 5. PRESENTATIONS / DISCUSSIONS**
  - 5.1. Fiscal Year 2023 Audit Presentation (Andrew Fierman, Caballero Fierman Llerena + Garcia, LLP)**
- 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. Pre-Budget Workshop Minutes of July 9, 2024 (Andrise Bernard, MMC, City Clerk)**
  - 9.2. Commission Conference Minutes of August 27, 2024 (Andrise Bernard, MMC, City Clerk)**
  - 9.3. Regular Commission Meeting Minutes of August 27, 2024 (Andrise**

**Bernard, MMC, City Clerk)**

- 9.4. Resolution No. R2024-96 to Approve Annual Software Agreement with CentralSquare Technologies, Inc. (Ricardo Castillo, Chief Information Officer)**

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PURCHASE OF THE COMPUTER AIDED DISPATCH AND POLICE RECORDS MANAGEMENT SYSTEM FROM CENTRALSQUARE TECHNOLOGIES FOR THE NORTH MIAMI BEACH POLICE DEPARTMENT; 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 SUBJECT TO THE BUDGET APPROPRIATION AND AVAILABILITY OF FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.**

- 9.5. Resolution No. R2024-99 Approving a Piggyback Contract with Insituform Technologies, LLC. for Trenchless Rehabilitation and Maintenance of Pipeline Infrastructure Services (Pedro Melo, Interim 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 INSITUFORM TECHNOLOGIES, LLC, FOR THE PURCHASE OF TRENCHLESS REHABILITATION AND MAINTENANCE OF PIPELINE INFRASTRUCTURE SERVICES; IN A BUDGETED AMOUNT OF \$227,000.00; 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.**

- 9.6. Resolution No. 2024-100 Multiple Vendor Change Order for the Purchase of Body Armor and Ballistic Resistant Products (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 CONTRACT BETWEEN THE CITY AND MULTIPLE VENDORS FOR THE PURCHASE OF BODY ARMOR AND BALLISTIC RESISTANT PRODUCTS; INCREASING THE CONTRACT AMOUNT BY \$300,000.00; 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 SUBJECT TO THE BUDGET APPROPRIATION AND AVAILABILITY OF FUNDS AND PROVIDING FOR AN EFFECTIVE DATE.**

**9.7. Resolution No. R2024-101 Calling for the City of North Miami Beach General Election (Andrise Bernard, MMC, City Clerk)**

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH CALLING FOR A GENERAL ELECTION TO BE HELD ON NOVEMBER 5, 2024 FOR THE PURPOSE OF ELECTING PERSONS TO FILL FOUR CITY COMMISSION SEATS (GROUPS 1, 3, 5 AND 7); PROVIDING FOR A RUNOFF ELECTION IF REQUIRED TO BE HELD ON NOVEMBER 19, 2024; PROVIDING FOR CONDUCT OF SAID ELECTIONS BY THE MIAMI-DADE COUNTY ELECTIONS DEPARTMENT; PROVIDING THAT VOTING PRECINCTS FOR SAID ELECTIONS SHALL BE THOSE AS ESTABLISHED BY MIAMI-DADE COUNTY; PROVIDING FOR NOTICE OF SAID ELECTIONS; PROVIDING FOR THE FORMS OF BALLOT; AND PROVIDING FOR PAYMENT FOR CONDUCTING ELECTIONS TO MIAMI-DADE COUNTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**10. QUASI-JUDICIAL**

**10.1. Resolution No. R2024-102 World Class Properties Request for Four Variances and Site Plan Approval (Edward Ng, Interim Community Development Director)**

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING/DENYING A VARIANCE FROM SECTION 24-48(D)(2) TO ALLOW A MINIMUM LOT AREA OF SIX THOUSAND FIVE HUNDRED AND TWENTY FIVE (6,525) SQUARE FEET, IN LIEU OF THE REQUIRED FIFTEEN THOUSAND (15,000) SQUARE FEET; APPROVING/DENYING A VARIANCE FROM SECTION 24-48(D)(4), TO ALLOW FOR AN INTERIOR SIDE SETBACK OF SIX (6) FEET SIX (6) INCHES, WHERE TWENTY (20) FEET IS REQUIRED; APPROVING/DENYING A VARIANCE FROM SECTION 24-48(D)(4) TO WAIVE THE THIRTY (30) FOOT CORNER SETBACK TO PERMIT A TWENTY SEVEN (27) FOOT SETBACK; APPROVING/DENYING A VARIANCE FROM SECTION 24-48(D)(3) TO ALLOW FOR A MINIMUM LOT WIDTH OF SIXTY THREE (63) FEET, WHERE ONE HUNDRED (100) FEET IS REQUIRED; AND APPROVING/DENYING THE SITE PLAN APPLICATION FOR THE CONSTRUCTION OF A THREE (3) STORY, THREE (3) UNIT BUILDING, CONSISTING OF TWO (2) BEDROOMS, AND A LOFT**

**EACH, LOCATED AT 1400 NE 171 STREET; PROVIDING FOR FINDINGS OF FACT; CONFIRMING EXPIRATION AND LIMITATION OF APPROVAL; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**10.2. Resolution No. R2024-103 Ohayon Residence Request for Minimum Rear and Side Setback Variances (Edward Ng, Interim Community Development Director)**

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING/DENYING A VARIANCE FROM SECTION 24-41(D)(3) TO ALLOW AN INTERIOR SIDE SETBACK OF FOUR (4) FEET FOR AN ALUMINUM SHADE STRUCTURE, WHERE TWENTY-FIVE (25) FEET IS REQUIRED; APPROVING/DENYING A VARIANCE FROM SECTION 24-41(D)(3) TO ALLOW A REAR SETBACK OF ZERO (0) FEET, WHERE EIGHT (8) FEET IS REQUIRED, LOCATED AT 3380 NE 170th STREET; PROVIDING FOR FINDINGS OF FACT; CONFIRMING EXPIRATION AND LIMITATION OF APPROVAL; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**10.3. Ordinance No. 2024-12 (First Reading) The Offices of NMB, LLC. Request for Zoning Map Amendment (Edward Ng, Interim Community Development Director)**

**AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING/DENYING THE REZONING APPLICATION TO ALLOW FOR AN AMENDMENT IN THE ZONING CODE MAP FROM RM-23: RESIDENTIAL MID-RISE MULTIFAMILY (HIGH DENSITY) DISTRICT TO B-1: LIMITED BUSINESS DISTRICT, FOR PARCELS LOCATED AT 17031 AND 17051 NE 20th AVENUE; PROVIDING FOR THE REPEAL OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH; PROVIDING FOR SEVERABILITY; CODIFICATION; AND FOR AN EFFECTIVE DATE.**

**11. LEGISLATION**

**11.1. Ordinance No. 2023-02 (Second Reading) Administrative Site Plan Review Text Amendment (Edward Ng, Interim Community Development Director)**

**AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, BY AMENDING THE CODE OF ORDINANCES OF THE CITY OF NORTH MIAMI BEACH BY AMENDING CHAPTER XXIV, ENTITLED "ZONING AND LAND DEVELOPMENT," ARTICLE XV "OTHER DEVELOPMENT REVIEW PROCEDURES," SECTION 24-172**

**“SITE PLAN REVIEW,” TO DELETE SUBSECTION (K) ENTITLED “LIMITED ADMINISTRATIVE AUTHORITY FOR SITE PLAN AMENDMENTS” AND CREATE A NEW SUBSECTION 24-172.1 ENTITLED “ADMINISTRATIVE SITE PLAN REVIEW”; PROVIDING FOR CONFLICTS, SEVERABILITY, AND CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**11.2.Ordinance No. 2024-13 (First Reading) Text Amendment for Multifamily Parking Regulations (Edward Ng, AICP, Interim Community Development Director)**

**AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AMENDING CHAPTER 24 OF THE CITY CODE ENTITLED “ZONING AND LAND DEVELOPMENT” BY SPECIFICALLY AMENDING ARTICLE 5 ENTITLED “ZONING USE DISTRICTS” TO MODIFY THE RESIDENTIAL CATEGORY MINIMUM AND MAXIMUM REQUIREMENTS FROM SECTION 24-58.1 FULFORD MIXED-USE TOWN CENTER DISTRICT “TABLE MU/TC-5 MINIMUM AND MAXIMUM PARKING REQUIREMENTS BY USE”, SECTION 24-58.2 MIXED-USE EMPLOYMENT CENTER DISTRICT “TABLE MU/EC-5 MINIMUM AND MAXIMUM PARKING REQUIREMENTS BY USE”, SECTION 24-58.3 MIXED-USE NEIGHBORHOOD CENTER DISTRICT “TABLE MU/NC-5 MINIMUM AND MAXIMUM PARKING REQUIREMENTS BY USE”, SECTION 24-58.4 ARCH CREEK MIXED-USE CORRIDOR DISTRICT “TABLE MU/C-5 MINIMUM AND MAXIMUM PARKING REQUIREMENTS BY USE”, SECTION 24-58.5 SOUTHERN MIXED-USE WATERFRONT DISTRICT “TABLE MU/SWF-5 MINIMUM AND MAXIMUM PARKING REQUIREMENTS BY USE”, SECTION 24-58.6 NORTHERN MIXED-USE WATERFRONT DISTRICT “TABLE MU/NWF-5 MINIMUM AND MAXIMUM PARKING REQUIREMENTS BY USE”, SECTION 24-58.7 - EASTERN MIXED-USE WATERFRONT DISTRICT “TABLE MU/EWF-5 MINIMUM AND MAXIMUM PARKING REQUIREMENTS BY USE”, SECTION 24-58.8 - INTERNATIONAL BOULEVARD DISTRICT (MU/IB), PART III. URBAN DESIGN STANDARDS, “TABLE MU/IB-7. MINIMUM AND MAXIMUM PARKING REQUIREMENTS BY USE”; AND TO AMEND ARTICLE IX SECTION 24-93 ENTITLED “PARKING LOT DESIGN STANDARDS” TO CREATE SUBSECTION (L) “MULTI-FAMILY TANDEM PARKING” AND SUBSECTION (M) “VALET PARKING” AND SUBSECTION (N) “FEE-BASED PARKING”; AND AMEND ARTICLE IX SECTION 24-95 ENTITLED “MINIMUM SPACE REQUIREMENTS” TO CLARIFY AND INCREASE PARKING SPACE REQUIREMENTS; PROVIDING FOR CONFLICTS, SEVERABILITY AND**

**CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**11.3. Resolution No. R2024-80 American Rescue Plan Act (ARPA)  
Reallocations (Marline Monestime, Chief of Staff)**

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AUTHORIZING THE REALLOCATION OF AMERICAN RESCUE PLAN ACT (ARPA) STATE AND LOCAL FISCAL RECOVERY FUNDS (SLFRF) FROM TRANCHE ONE AND TRANCHE TWO; AUTHORIZING THE CITY MANAGER TO MAKE ADDITIONAL ALLOCATIONS IN AN AMOUNT NOT-TO-EXCEED TWO HUNDRED AND FIFTY THOUSAND DOLLARS (\$250,000.00); AND FURTHER AUTHORIZING THE CITY MANAGER TO ESTABLISH PROGRAMS AND GUIDELINES, AS NEEDED, TO ENSURE THE TIMELY DISBURSEMENT OF GRANT FUNDS; PROVIDING FOR AN EFFECTIVE DATE AND ALL OTHER PURPOSES.**

**11.4. Resolution No. R2024-87 to Approve RFP-24-015-KC Design,  
Supply & Install Holiday Lighting and Decor (Andrew Plotkin,  
Parks & Recreation Director)**

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE AWARD OF REQUEST FOR PROPOSALS NO. RFP-24-015-KC DESIGN, SUPPLY AND INSTALL HOLIDAY LIGHTING AND DÉCOR; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE AN AGREEMENT WITH THE HIGHEST RANKED FIRM; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; AND SUBJECT TO THE BUDGET APPROPRIATION AND AVAILABILITY OF FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**11.5. Resolution No. R2024-93 to Approve Change Order with Country  
Bill's Maintenance, Inc. (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 CHANGE ORDER TO THE CONTRACT WITH COUNTRY BILL'S LAWN MAINTENANCE, INC., INCREASING THE CONTRACT AMOUNT BY \$300,000.00; 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; SUBJECT TO THE BUDGET APPROPRIATION AND AVAILABILITY OF FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.**

- 11.6. Resolution No. R2024-94 Resolution to Approve Contract Renewal with Garland/DBS Inc. (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 FIVE (5) YEAR CONTRACT RENEWAL WITH GARLAND/DBS, INC. FOR ROOFING SUPPLIES, SERVICES, WATERPROOFING AND RELATED PRODUCTS & SERVICES; IN A TOTAL BUDGETED AMOUNT OF \$8,000,000.00; 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; SUBJECT TO THE BUDGET APPROPRIATION AND AVAILABILITY OF FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.**
- 11.7. Resolution No. R2024-95 Approving the Award of Request for Proposal No. RFP-24-020-SG Conveyance of City-Owned Property for Construction of an Affordable Home (Mario Diaz, City Manager)**  
**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE AWARD OF REQUEST FOR PROPOSAL NO. RFP-24-020-SG CONVEYANCE OF CITY-OWNED PROPERTY FOR CONSTRUCTION OF AN AFFORDABLE HOME; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE AN AGREEMENT WITH PALMETTO HOMES URBAN DEVELOPMENT GROUP; 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.**
- 11.8. Resolution No. R2024-104 Transfer of the Public Services Administration (PSA) Building from the Water Utility Enterprise Fund to the Building Services Enterprise Fund (Sophia Taylor, Finance Director)**  
**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING TRANSFER OF PSA BUILDING FROM WATER UTILITY FUND TO BUILDING FUND DEPARTMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**
- 11.9. Resolution No. R2024-105 Fiscal Year 2024 Budget Amendment (Sophia Taylor, Interim Finance Director)**  
**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF**



**THE CITY OF NORTH MIAMI BEACH, FLORIDA APPROVING A BUDGET AMENDMENT TO THE ANNUAL BUDGET FOR FISCAL YEAR OCTOBER 1, 2023, TO SEPTEMBER 30, 2024, FOR VARIOUS FUNDS; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

- 12. BUSINESS TAX RECEIPTS - None**
- 13. APPOINTMENTS - None**
- 14. MISCELLANEOUS ITEMS - None**
- 15. DISCUSSION ITEMS**
  - 15.1.City Events Policy for Discussion and Possible Action (Commissioner Phyllis S. Smith)**
  - 15.2.Singer Building (Commissioner Phyllis S. Smith)**
  - 15.3.Communication Consulting Services Discussion and Possible Action (Mario A. Diaz, City Manager)**
  - 15.4.Coastal Waste & Recycling of Florida- Contractual Obligation Donation Review and Allocations for Discussion and Possible Action (Marline Monestime, Chief of Staff)**
  - 15.5.Key to the City & Proclamation Procedures for Discussion and Possible Action (Commissioner Phyllis S. Smith)**
  - 15.6.High Water Usage One-Time Forgiveness Policy & We Care Program Modifications for Discussion and Possible Action (Mario A. Diaz, City Manager)**
  - 15.7.Library (Commissioner Phyllis S. Smith)**
- 16. CITY MANAGER'S REPORT**
  - 16.1.City Manager's Monthly Report (August 2024)**
  - 16.2.NMB Water Updates & Highlights (August 2024)**
  - 16.3.NMBPD Monthly Report (August 2024)**
  - 16.4.Capital Improvement Program Report**
- 17. CITY ATTORNEY'S REPORT**
  - 17.1.Increasing the Number of City Commission Meetings (Commissioner Phyllis S. Smith)**
- 18. CITY COMMISSION REPORTS**
- 19. MAYOR'S DISCUSSION**
- 20. NEXT REGULAR CITY COMMISSION MEETING**

**Tuesday, October 15, 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

**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>	September 17, 2024

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**RE:** Pre-Budget Workshop Minutes of July 9, 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

- ☐ Commission Workshop Minutes of July 9, 2024



## **CITY OF NORTH MIAMI BEACH**

Workshop  
City Hall, Commission Chambers, 2<sup>nd</sup> Floor  
17011 N.E. 19th Avenue  
North Miami Beach, FL. 33162  
**Tuesday, July 9, 2024**  
**5:00pm**

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

City Manager Mario A. Diaz  
City Attorney Greenspoon Marder, LLP  
City Clerk Andrise Bernard, MMC

### **Pre-Budget Workshop Minutes**

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

The workshop was called to order at 5:10pm.

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

#### **DISCUSSION ITEMS**

City Mario Diaz provided a presentation regarding the fiscal year 2024-2025 budget and the proposed millage rate, the millage rate history including previous operating millage rates, debt millage rates, rollback rates, and the estimated millage rate increase impact.

City Manager Mario Diaz discussed the general fund revenues consisting of taxes, permits and fees, special assessments, charges for services, fines and forfeitures, grants and aids, and other items.

City Manager Mario Diaz explained budgetary pressures and expenditures such as personnel services/salaries and benefits, additional police pension contributions, settlement with Miami Gardens, health insurance and general liability premiums, IUPA contract negotiations, Washington Park project, and comprehensive plan update.

The Mayor and Commission discussed the proposed millage rate for the upcoming fiscal year budget.

Acting Chief of Police Nelson Camacho provided information regarding the Police Department budget and recruitment process.

**ADJOURNMENT**

The workshop was adjourned at 7:13pm.

**ATTEST:**

(SEAL)

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Andrise Bernard, MMC, City Clerk



**Consent Agenda  
9.2.**

City of North Miami Beach  
17011 NE 19 Avenue  
North Miami Beach, FL 33162  
305-947-7581  
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>	September 17, 2024

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**RE:** Commission Conference Minutes of August 27, 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

- ☐ Commission Conference Minutes of August 27, 2024



**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, August 27, 2024**

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

City Manager Mario A. Diaz  
City Attorney Greenspoon Marder  
City Clerk Andrise Bernard, MMC

**City Commission Conference Minutes**

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**ROLL CALL OF THE CITY OFFICIALS**

The Commission Conference was called to order at 5:10pm.

Mayor Evan Piper, Vice Mayor McKenzie Fleurimond, Commissioner Chernoff, Commissioner Daniela Jean, Commissioner Michael Joseph, Commissioner Phyllis Smith, and Commissioner Fortuna Smukler were present.

**PRESENTATIONS**

**Proclamation recognizing National Senior Month**

The Mayor and Commission presented a proclamation.

**Proclamation recognizing the Miami Diaper Bank**

The Mayor and Commission presented a proclamation.

**Proclamation recognizing Childhood Cancer Awareness**

The Mayor and Commission presented a proclamation.

**Certificates of Recognition to North Miami Beach Little League, Sun Devils, and Soccer Participants**

The Mayor and Commission presented certificates.

**Proclamation recognizing National Surgical Technologists Week**

The Mayor and Commission presented a proclamation.

**Certificates of Recognition to North Miami Beach Residents Academy Participants**

The Mayor and Commission presented certificates.

**ADJOURNMENT**

The Commission Conference was adjourned at 5:58pm.

**ATTEST:**

(SEAL)

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Andrise Bernard, MMC, City Clerk





**Consent Agenda  
9.3.**

City of North Miami Beach  
17011 NE 19 Avenue  
North Miami Beach, FL 33162  
305-947-7581  
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>	September 17, 2024

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**RE:** Regular Commission Meeting Minutes of August 27, 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**

- ☐ Regular City Commission Meeting Minutes of August 27, 2024 (Andrise Bernard, MMC, City Clerk)



**CITY OF NORTH MIAMI BEACH**  
City Hall, Commission Chambers, 2<sup>nd</sup> Floor  
17011 N.E. 19th Avenue  
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**Tuesday, August 27, 2024**

Mayor Evan S. Piper  
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Commissioner Jay Chernoff  
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Commissioner Michael Joseph  
Commissioner Phyllis S. Smith  
Commissioner Fortuna Smukler

City Manager Mario A. Diaz  
City Attorney Greenspoon Marder  
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 6:19pm.

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

**INVOCATION** by Vice Mayor McKenzie Fleurimond.

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

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

City Clerk Andrise Bernard announced that the discussion item regarding Communication Consulting Services will be moved up and heard after the quasi-judicial items and the Presentation item regarding the fiscal year 2023 audit is being postponed to a future date. City Manager Mario Diaz stated that a resolution regarding Oleta River State Park will be an added legislation item.

**Motion to approve** the agenda as amended made by Commissioner Chernoff, seconded by Commissioner Smukler

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

**PRESENTATIONS/DISCUSSIONS**

State Senator Shevrin Jones presented legislative updates.

Miami-Dade County Commissioner Micky Steinberg discussed programs and services. Mayor Piper recognized former State Senator Ron Silver for attending the meeting.

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. Elliot Durant
2. David Zapen
3. Irene Pilinger
4. Bernadette Morris
5. Mara Hauck
6. Barbara Kramer
7. Lynn Su
8. Mubarak Kazan

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

### **ANNOUNCEMENTS**

Communications Manager Jennifer Torna announced the upcoming Business Tax Receipt Workshop, Government Contracting Perspective Tour, Miami-Dade County Local Business Workshop, Teen Summit, Senior Health and Wellness Fair, September 11<sup>th</sup> Observance Ceremony, Hispanic Heritage Month event, National Voter Registration Day, Farm Share food distribution, PACT meeting, Senior Luncheon, and Mobile Diaper Pantry.

### **CITY COMMISSION REPORTS**

Commissioner Chernoff thanked State Senator Shevrin Jones, Miami-Dade County Commissioner Micky Steinberg, and former State Senator Ron Silver for attending the meeting and expressed get well soon to City Attorney Joe Geller.

Commissioner Jean thanked the North Miami Beach Library for the outdoor art installation, praised the National Night Out and Back to School events, discussed the water forum and AI presentation, and talked about the Zumba class, holiday lighting, and indoor pickleball.

Commissioner Joseph mentioned the start of the school year, praised the National Night Out event, and expressed a safe end to summer.

Commissioner Smith thanked State Senator Shevrin Jones and Miami-Dade County Commissioner Micky Steinberg for attending the meeting, discussed the ICSC convention and 163<sup>rd</sup> Street shopping center, and talked about the start of the school year and upcoming election.

Commissioner Smukler thanked State Senator Shevrin Jones, Miami-Dade County Commissioner Micky Steinberg, former State Senator Ron Silver, and former North Miami Beach Commissioner

Barbara Kramer for attending the meeting, expressed get well soon to City Attorney Joe Geller and condolences to the family of Mitchell Abrahams, praised the National Night Out and Back to School events, discussed the Hispanic Heritage Month event, and wished a happy Labor Day.

Vice Mayor Fleurimond discussed the importance of participating in local government and talked about funding regarding sign-on bonuses for police officers and speed/radar signage.

Mayor Piper thanked State Senator Shevrin Jones, Miami-Dade County Commissioner Micky Steinberg, and former State Senator Ron Silver for attending the meeting, discussed improvements regarding street lighting, talked about the CRA and North Miami Beach Chamber of Commerce events, mentioned the Senior Health Fair, and wished a happy birthday to Ricardo Castillo and a happy Labor Day.

**Motion to approve** to move the Appointments, Business Tax Receipt item, and Discussion item regarding a Charitable Donation Request to this point in the meeting made by Vice Mayor Fleurimond, seconded by Commissioner Smukler.

**MOTION PASSED 6-0** with Commissioner Jean off the dais.

### **APPOINTMENTS**

**Motion to approve** the appointments of Commissioner Smith as Vice Mayor effective September 1, 2024, Ellis Ketter to the Economic Development Commission, and Jaime Figueroa to the Economic Development Commission made by Vice Mayor Fleurimond, seconded by Commissioner Smukler.

**MOTION PASSED 6-0** with Commissioner Jean off the dais.

### **BUSINESS TAX RECEIPTS**

Interim Director of Community Development Edward Ng provided an explanation of the request regarding the consumption of alcoholic beverages on the premises during the hours of 4:00am to 6:00am at G5ive (doing business as Taboo Miami) located at 337 N.W. 170<sup>th</sup> Street. Shemara Todd and Noel Johnson appeared before the Mayor and Commission on behalf of the establishment. City Manager Mario Diaz and Major Stuart Nichols discussed the police reports and on-site calls for the location.

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

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

1. Lorraine Hackman
2. Corey Todd
3. Mubarak Kazan
4. Jeb Handwerger
5. David Zapen

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

**Motion to approve** the Business Tax Receipt made by Commissioner Smukler, seconded by Commissioner Chernoff.

**MOTION PASSED 5-2** with Commissioner Jean and Commissioner Smith opposed.

**Resolution R2024-**

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, EXPRESSING OPPOSITION ON BEHALF OF ITS CITIZENS TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION'S OLETA RIVER STATE PARK UNIT MANAGEMENT PLAN AMENDMENT; URGING GOVERNOR RON DESANTIS AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION TO HALT THE PROPOSED OLETA RIVER STATE PARK UNIT MANAGEMENT PLAN AMENDMENT; PROVIDING FOR THE TRANSMITTAL OF THIS RESOLUTION TO GOVERNOR RON DESANTIS, THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, AND THE MEMBERS OF THE LEGISLATURE; AND PROVIDING FOR AN EFFECTIVE DATE.

**Motion to approve** the resolution made by Commissioner Joseph, seconded by Commissioner Smukler.

**MOTION PASSED 6-0** with Commissioner Jean off the dais.

Chief of Staff Marline Monestime presented a charitable donation request from Joshua's Heart in the amount of \$2,500.00. The Mayor and Commission discussed the item and reached a consensus to donate from their individual contingency funds.

City Manager Mario Diaz announced that Resolution R2024-86 and Resolution R2024-87 will be pulled from the Consent Agenda and moved to Legislation.

**CONSENT AGENDA**

**Commission Conference Minutes of July 16, 2024**

**Commission Meeting Minutes of July 16, 2024**

**Budget Workshop Minutes of July 30, 2024**

**Budget Workshop Minutes of August 14, 2024**

**Resolution R2024-86 Approve ITB-24-023-SG Financial Administration Support Services (Sophia Taylor, Finance Director)**

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE AWARD OF INVITATION TO BID NO. ITB-24-023-SG – FINANCIAL ADMINISTRATION SUPPORT SERVICES; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE AN AGREEMENT WITH THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER, 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 SUBJECT TO THE BUDGET APPROPRIATION AND AVAILABILITY OF FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

Resolution R2024-86 was pulled from the Consent Agenda and moved to Legislation

**Resolution R2024-87 Approve RFP-24-015-KC Design Supply & Install Holiday Lighting and Decor (Andrew Plotkin, Parks & Recreation Director)**

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE AWARD OF REQUEST FOR PROPOSALS NO. RFP-24-015-KC DESIGN, SUPPLY AND INSTALL HOLIDAY LIGHTING AND DÉCOR; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE AN AGREEMENT WITH THE HIGHEST RANKED FIRM; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; AND SUBJECT TO THE BUDGET APPROPRIATION AND AVAILABILITY OF FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

Resolution R2024-87 was pulled from the Consent Agenda and moved to Legislation

**Resolution R2024-88 Approve Change Order with Pantropic Power, Inc. (Andrea Suarez-Abastida, NMB Water Director)**

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING A CHANGE ORDER TO THE CONTRACT WITH PANTROPIC POWER, INC., FOR GENERATOR REPAIRS AND MAINTENANCE; INCREASING THE CONTRACT AMOUNT BY \$80,000.00; 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 SUBJECT TO THE BUDGET APPROPRIATION AND AVAILABILITY OF FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

**Resolution R2024-89 Approve Award RFQ-24-024-SG Lobbying Services (Mario Diaz, City Manager)**

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE AWARD OF REQUEST FOR QUALIFICATIONS NO. RFQ-24-024-SG LOBBYING SERVICES; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH THE LOBBYIST FIRMS; 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 SUBJECT TO THE BUDGET APPROPRIATION AND AVAILABILITY OF FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

**Resolution R2024-90 Approve Florida Department of Transportation (FDOT) Turf and Landscape Maintenance Agreement (Sam Zamacona, Public Works Director)**

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE A TURF AND LANDSCAPE MAINTENANCE AGREEMENT BETWEEN THE CITY OF NORTH MIAMI BEACH AND THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT); PROVIDING THE TERMS AND CONDITIONS FOR LANDSCAPE MAINTENANCE AND REIMBURSEMENT OF SUCH MAINTENANCE SERVICES FROM THE FDOT TO THE CITY; 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 Joseph.

**MOTION PASSED 7-0.**

**QUASI-JUDICIAL**

**Resolution R2024-78 Elevate 163 NMB Mixed-Use Development (Edward Ng, Interim Community Development Director)**

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING/DENYING A VARIANCE FROM SECTION 24-58(K) (2)b.i. TO ALLOW DECORATIVE SCREENING OF THE SOUTH FACING FRONTAGE (NE 163<sup>rd</sup> STREET) OF THE PARKING GARAGE, IN LIEU OF THE REQUIRED HABITABLE LINER BUILDING; APPROVING/DENYING A VARIANCE FROM SECTION 24-58 TABLE MU-2 TO ALLOW FOR A LOT WIDTH OF TWO HUNDRED SIXTY SIX (266) FEET, WHERE THE MAXIMUM LOT WIDTH ALLOWED IS TWO HUNDRED FIFTY (250) FEET; APPROVING/DENYING A VARIANCE FROM SECTION 24-58 TABLE MU-8 TO WAIVE THE FIFTEEN (15) FOOT TOWER SETBACK FROM THE PODIUM TO PERMIT A ZERO (0) FOOT SETBACK FOR PORTIONS OF THE SOUTH AND EAST SIDES, WHERE BUILDINGS SHOULD HAVE A MINIMUM SETBACK OF FIFTEEN (15) FEET; APPROVING/DENYING A VARIANCE FROM SECTION 24-58 TABLE MU-1 TO ALLOW FOR A FRONT STREET SETBACK VARIANCE OF FIVE (5) FEET, WHERE A SETBACK OF TEN (10) FEET IS REQUIRED ALONG NE 163 STREET; APPROVING/DENYING A VARIANCE FROM SECTION 24-58(J)(9), TO ALLOW FOR AN ALLEY WIDTH OF TWENTY (20) FEET, WHERE A MINIMUM OF THIRTY (30) FEET IS REQUIRED; APPROVING/DENYING A VARIANCE FROM SECTION 24-58 TABLE MU-3, TO ALLOW FOR A FREESTANDING COLONNADE THAT ENCROACHES INTO THE SOUTHEASTERN RIGHT-OF-WAY AT THE GROUND FLOOR OF THE PROPERTY, WHERE A MINIMUM FIVE (5) FOOT SIDEWALK ALONG THE STREET EDGE IS REQUIRED; APPROVING/DENYING A VARIANCE FROM SECTION 24-58(S)(1)g.i.4 TO ALLOW A CLEAR GLAZED AREA OF FORTY FOUR (44) PERCENT WHERE SEVENTY (70) PERCENT IS THE REQUIRED MINIMUM; APPROVING/DENYING A VARIANCE FROM SECTION 24-58(J) TABLE MU-3, TO ALLOW FOR A SECOND LANDSCAPE STRIP ABUTTING THE PROPERTY LINE, WHERE ONE LANDSCAPE STRIP IS PERMITTED AND APPROVING/DENYING THE SITE PLAN APPLICATION WITH CONDITIONS FOR

THE CONSTRUCTION OF A TWENTY SIX (26) STORY MIXED-USE DEVELOPMENT WITH THREE HUNDRED FIFTY ONE (351) RESIDENTIAL UNITS WITH AN EIGHT (8) LEVEL PARKING PODIUM WITH MEZZANINE LEVELS AND LINER UNITS WITH AMENITY DECK WITH THREE THOUSAND FORTY THREE (3,043) SQUARE FEET OF GROUND FLOOR COMMERCIAL SPACE, ON A THREE (3) PARCEL SITE CURRENTLY OCCUPIED BY THREE 1-STORY COMMERCIAL STRUCTURES LOCATED AT 1973, 1981, AND 1991 N.E. 163<sup>rd</sup> STREET; PROVIDING FOR FINDINGS OF FACT; CONFIRMING EXPIRATION AND LIMITATION OF APPROVAL; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

City Clerk Andrise Bernard stated that the subject matter of any ex-parte communication together with the identity of the person, group, or entity making the communication shall be disclosed and made part of the record on file prior to final action on the matter.

Commissioner Jean submitted a Jennings Disclosure form before the meeting and Commissioner Chernoff, Commissioner Fleurimond, Commissioner Joseph, Commissioner Smith, Vice Mayor Smukler, and Mayor Piper disclosed the names of the individuals they communicated with and confirmed their ability to make a decision based on the evidence presented at this meeting.

City Clerk Andrise Bernard asked anyone who will be providing testimony regarding the item to raise their right hand and be sworn in.

Matt Amster appeared before the Mayor and Commission on behalf of the applicant and provided a presentation regarding the proposed development project, economic and fiscal benefits, and voluntary conditions.

Interim Director of Community Development Edward Ng provided additional information of the proposed project and requested variances and stated that the Planning and Zoning Board recommended approval.

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

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

1. Mubarak Kazan
2. David Zapen

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

The Mayor and Commission discussed the proposed development project.

**Motion to approve** Resolution R2024-78 made by Commissioner Chernoff, seconded by Vice Mayor Fleurimond.

Roll Call Vote: Chernoff - **Yes**, Jean - **Yes**, Joseph - **Yes**, Smith - **Yes**, Smukler - **Yes**, Fleurimond - **Yes**, Piper - **Yes**

**MOTION PASSED 7-0.**



**Resolution R2024-91 La Granja (Edward Ng, Interim Community Development Director)**

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING/DENYING THE SITE PLAN APPLICATION WITH CONDITIONS FOR THE EXPANSION OF THE ORIGINAL FOOTPRINT OF THE RESTAURANT LOCATED AT 105 N.E. 167<sup>th</sup> STREET; PROVIDING FOR FINDINGS OF FACT; CONFIRMING EXPIRATION AND LIMITATION OF APPROVAL; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

City Clerk Andrise Bernard stated that the subject matter of any ex-parte communication together with the identity of the person, group, or entity making the communication shall be disclosed and made part of the record on file prior to final action on the matter.

Commissioner Jean submitted a Jennings Disclosure form before the meeting and Commissioner Chernoff, Commissioner Fleurimond, Commissioner Joseph, Commissioner Smith, Vice Mayor Smukler, and Mayor Piper disclosed the names of the individuals they communicated with and confirmed their ability to make a decision based on the evidence presented at this meeting.

City Clerk Andrise Bernard asked anyone who will be providing testimony regarding the item to raise their right hand and be sworn in.

Fernando Gallesi appeared before the Mayor and Commission and provided a presentation regarding the proposed site plan project.

Interim Director of Community Development Edward Ng provided additional information of the proposed project and conditions.

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

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

1. Mubarak Kazan

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

The Mayor and Commission discussed the proposed project.

**Motion to approve** Resolution R2024-91 made by Commissioner Chernoff, seconded by Commissioner Jean.

Roll Call Vote: Jean - **Yes**, Joseph - **Yes**, Smith - **Yes**, Smukler - **Yes**, Chernoff - **Yes**, Fleurimond - **Yes**, Piper - **Yes**

**MOTION PASSED 7-0.**

The Mayor and Commission discussed parking regulations and directed staff to present options to consider for approval at a future date.

## **LEGISLATION**

### **Resolution R2024-92 Purchase of Health Insurance Coverage from Aetna, Inc. (Babette Friedman, Human Resources Director)**

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA APPROVING THE SELECTION OF AETNA INC. AS THE PROVIDER FOR HEALTH INSURANCE COVERAGE AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR HEALTH INSURANCE COVERAGE.

Director of Human Resources Babette Friedman provided an explanation of Resolution R2024-92 regarding employee health insurance consisting of medical, dental, and vision coverage.

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

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

1. Mubarak Kazan

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

**Motion to approve** Resolution R2024-92 made by Commissioner Chernoff, seconded by Commissioner Smukler.

**MOTION PASSED 7-0.**

City Manager Mario Diaz and the Mayor and Commission discussed communication consulting services and the scope of work including branding, marketing, advertising, graphic design and social media (print and virtual), public relations, and analytics and reporting.

### **Ordinance No. 2023-02 (Second Reading) Administrative Site Plan Review Text 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 CODE OF ORDINANCES OF THE CITY OF NORTH MIAMI BEACH BY AMENDING CHAPTER XXIV ENTITLED “ZONING AND LAND DEVELOPMENT” ARTICLE XV “OTHER DEVELOPMENT REVIEW PROCEDURES,” SECTION 24-172 “SITE PLAN REVIEW” TO DELETE SUBSECTION (K) ENTITLED “LIMITED ADMINISTRATIVE AUTHORITY FOR SITE PLAN AMENDMENTS” AND CREATE A NEW SUBSECTION 24-172.1 ENTITLED “ADMINISTRATIVE SITE PLAN REVIEW”; PROVIDING FOR CONFLICTS, SEVERABILITY, AND CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Interim Director of Community Development Edward Ng provided an explanation of Ordinance No. 2023-02.

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

There were no speakers.

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

The Mayor and Commission discussed the proposed ordinance and Scott Greenwall appeared before the Mayor and Commission to discuss the item.

**Motion to table** the remaining items on the agenda to the next Commission Meeting made by Commissioner Joseph, seconded by Commissioner Chernoff.

**MOTION PASSED 7-0.**

## **ADJOURNMENT**

The meeting was adjourned at 12:00am.

The following items were not heard at this Commission Meeting:

### **Resolution R2024-80 American Rescue Plan Act (ARPA) Reallocations (Marline Monestime, Chief of Staff)**

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA AUTHORIZING THE REALLOCATION OF AMERICAN RESCUE PLAN ACT (ARPA) STATE AND LOCAL FISCAL RECOVERY FUNDS (SLFRF) FROM TRANCHE ONE AND TRANCHE TWO; AUTHORIZING THE CITY MANAGER TO MAKE ADDITIONAL ALLOCATIONS IN AN AMOUNT NOT-TO-EXCEED TWO HUNDRED AND FIFTY THOUSAND DOLLARS (\$250,000.00); AND FURTHER AUTHORIZING THE CITY MANAGER TO ESTABLISH PROGRAMS AND GUIDELINES, AS NEEDED, TO ENSURE THE TIMELY DISBURSEMENT OF GRANT FUNDS; PROVIDING FOR AN EFFECTIVE DATE AND ALL OTHER PURPOSES.

### **Resolution R2024-93 Approve Change Order with Country Bill's Maintenance, Inc. (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 CHANGE ORDER TO THE CONTRACT WITH COUNTRY BILL'S LAWN MAINTENANCE, INC., INCREASING THE CONTRACT AMOUNT BY \$300,000.00; 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; SUBJECT TO THE BUDGET APPROPRIATION AND AVAILABILITY OF FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

### **Resolution R2024-94 Approve Contract Renewal with Garland/DBS Inc. (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 FIVE YEAR CONTRACT RENEWAL WITH GARLAND/DBS, INC. FOR ROOFING SUPPLIES, SERVICES, WATERPROOFING, AND RELATED PRODUCTS & SERVICES; IN A TOTAL BUDGETED AMOUNT OF \$8,000,000.00; 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; SUBJECT TO THE BUDGET APPROPRIATION AND AVAILABILITY OF FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

**Resolution R2024-95 Approve the Award of Request for Proposal No. RFP-24-020-SG Conveyance of City-Owned Property for Construction of an Affordable Home (Mario Diaz, City Manager)**

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA APPROVING AND AUTHORIZING THE AWARD OF REQUEST FOR PROPOSAL NO. RFP-24-020-SG CONVEYANCE OF CITY-OWNED PROPERTY FOR CONSTRUCTION OF AN AFFORDABLE HOME; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE AN AGREEMENT WITH XXX; 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 R2024-96 Approve Annual Software Agreement with Central Square Technologies, Inc. (Ricardo Castillo, Chief Information Officer)**

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA APPROVING AND AUTHORIZING THE PURCHASE OF THE COMPUTER AIDED DISPATCH AND POLICE RECORDS MANAGEMENT SYSTEM FROM CENTRAL SQUARE TECHNOLOGIES FOR THE CITY OF NORTH MIAMI BEACH POLICE DEPARTMENT; 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 SUBJECT TO THE BUDGET APPROPRIATION AND AVAILABILITY OF FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

**DISCUSSION ITEMS**

City Events Policy for Discussion and Possible Action

Singer Building

Coastal Waste and Recycling of Florida Contractual Obligation Donation Review and Allocations for Discussion and Possible Action

Key to the City and Proclamation Procedures for Discussion and Possible Action

Resident Code Change

High Water Usage One-Time Forgiveness Policy for Discussion and Possible Action  
Library

**CITY MANAGER’S REPORT**

City Manager’s Monthly Report

NMB Water Updates and Highlights

NMBPD Monthly Report

**CITY ATTORNEY’S REPORT**

Increasing the Number of City Commission Meetings

**ATTEST:**

(SEAL)

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Andrise Bernard, MMC, City Clerk



**Consent Agenda  
9.4.**

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

**MEMORANDUM**

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<b>TO:</b>	Mayor and City Commission
<b>FROM:</b>	Ricardo Castillo, Chief Information Officer
<b>VIA:</b>	Mario A. Diaz, City Manager
<b>DATE:</b>	September 17, 2024

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**RE:** Resolution No. R2024-96 to Approve Annual Software Agreement with CentralSquare Technologies, Inc. (Ricardo Castillo, Chief Information Officer)

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**Description**

**BACKGROUND  
ANALYSIS:**

City Commission (Council) approved the award of Bid #97-37 for the purchase of computer aided dispatch and police records management system to Open Software Solutions, Inc. (OSSI) on August 18, 1998. Pursuant to Section 2. Term of Contract, the contract Exhibit C" Software support agreement" shall remain in effect for as long as the Customer utilizes the licensed software. Munis contract #1202 was closed when Central Square bought OSSI from Superior.

**RECOMMENDATION:** Recommend approval.

**FISCAL/ BUDGETARY  
IMPACT:**

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**ATTACHMENTS:**

Description

- Exhibit A
- Resolution



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\*

- a. Sole source purchases. b. Legal services. c. Emergency purchases. d. Advertising. e. Books and periodicals. f. Formal bidding waiver. g. Real Property. h. Utilities. i. Recreational excursions and cultural events. j. Services set forth in Section 287.057(3)(f), Florida Statutes. k. Insurance. l. Software. m. Service and Warranty. n. Shipping, freight and postage charges. o. Artistic, academic and entertainment performances. p. Groceries. q. Cable and satellite television services. r. Contracts with, and purchases from, other public entities. s. Membership dues. t. Medical services. u. Teaching, training. v. Direct material purchases.

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: \_\_\_\_\_  
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):**

Finance Director: \_\_\_\_\_

Date \_\_\_\_\_

Chief Procurement Officer: \_\_\_\_\_  
(Purchases/Contract up to \$25,000.00)

Date \_\_\_\_\_

City Manager: \_\_\_\_\_  
(Purchases/Contracts up to \$50,000.00)

Date \_\_\_\_\_

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



**Renewal Order #:** Q-181532  
**Start Date:** October 1, 2024  
**End Date:** September 30, 2025  
**Billing Frequency:** Yearly  
**Subsidiary:** Superior, LLC**Renewal Order prepared for:**  
NMBPD Finance Department, NMBPD Finance Department  
North Miami Beach Police Department  
16901 NE 19th Ave  
North Miami Beach, FL 33162  
305-949-5500

Thank you for your continued business. We at CentralSquare appreciate and value our relationship and look forward to serving you in the future. CentralSquare provides software that powers over 8,000 communities. More information about all of our products can be found at [www.centralsquare.com](http://www.centralsquare.com).

## WHAT SOFTWARE IS INCLUDED?

	PRODUCT NAME	QUANTITY	TOTAL
1.	ONESolution Accident Annual Maintenance Fee	1	793.67 USD
2.	ONESolution Accident Wizard Annual Maintenance Fee	1	5,532.20 USD
3.	ONESolution CAD Map Display & Map Maintenance Software License Annual Maintenance Fee	4	1,268.76 USD
4.	ONESolution CAD Map Display & Map Maintenance Software License Annual Maintenance Fee	110	2,790.59 USD
5.	ONESolution CAD Map Display & Map Maintenance Software License Annual Maintenance Fee	1	697.28 USD
6.	ONESolution CAD Resource Monitor Display License With Maps Site License Upgrade Annual Maintenance Fee	1	1,077.35 USD
7.	ONESolution Calls For Service Annual Maintenance Fee	1	837.22 USD
8.	ONESolution Citations Module for Traffic Annual Maintenance Fee	1	581.31 USD
9.	ONESolution Computer-Aided Dispatch System Annual Maintenance Fee	2	761.56 USD
10.	ONESolution Computer-Aided Dispatch System Annual Maintenance Fee	1	12,605.70 USD
11.	ONESolution Computer-Aided Dispatch System Annual Maintenance Fee	3	571.45 USD
12.	ONESolution Daily Activity Annual Maintenance Fee	1	738.73 USD
13.	ONESolution Document Scanning and Storage	1	1,635.03 USD
14.	ONESolution Field Contacts Annual Maintenance Fee	1	581.31 USD

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15.	ONESolution MCT Client License for Message Switch Annual Maintenance Fee	1	5,814.47 USD
16.	ONESolution MCT Client-Digital Dispatch Annual Maintenance Fee	1	5,688.70 USD
17.	ONESolution MCT Client-Digital Dispatch Annual Maintenance Fee	1	9,708.94 USD
18.	ONESolution MCT Client-Digital Dispatch Annual Maintenance Fee	1	1,904.63 USD
19.	ONESolution MFR Client Annual Maintenance Fee	1	4,445.04 USD
20.	ONESolution MFR Client-Accident Reporting Annual Maintenance Fee	1	2,539.01 USD
21.	ONESolution MFR Client-Daily Activity Annual Maintenance Fee	130	6,402.59 USD
22.	ONESolution MFR-Arrest Affidavit Custom Form Annual Maintenance Fee	1	6,147.04 USD
23.	ONESolution MFR-Handheld Citation Custom Form Annual Maintenance Fee	1	117.13 USD
24.	ONESolution Miscellaneous Interfaces Annual Maintenance Fee	1	1,023.66 USD
25.	ONESolution Mobile Field Reporting Server Annual Maintenance Fee	1	2,221.81 USD
26.	ONESolution Mobile Field Reporting Server Site License Upgrade Annual Maintenance Fee	1	4,445.04 USD
27.	ONESolution Mugshot Capture Station Software Annual Maintenance Fee	1	3,437.55 USD
28.	ONESolution OSMCT Upgrade Annual Subscription Fee	1	0.00 USD
29.	ONESolution Pawn Shop/Pawn Watch Annual Maintenance Fee	1	581.31 USD
30.	ONESolution Police-to-Police Annual Subscription Fee	1	0.00 USD
31.	ONESolution Property & Evidence Annual Maintenance Fee	1	1,321.90 USD
32.	ONESolution Property & Evidence Annual Maintenance Fee	1	1,321.90 USD
33.	ONESolution PS Dev & Maint Annual Maintenance Fee	1	2,611.24 USD
34.	ONESolution Records Management System Site License Upgrade Annual Maintenance Fee	1	8,201.19 USD
35.	ONESolution Residential Security Watch Annual Maintenance Fee	1	697.28 USD

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36.	ONESolution RMS Map Display & Pin Mapping License Annual Maintenance Fee	1	898.51 USD
37.	ONESolution RMS Training Module Annual Maintenance Fee	1	687.51 USD
38.	OSSI MCT Client-PDA Annual Maintenance Fee	1	119.49 USD
39.	RMS Miscellaneous Products Annual Maintenance Fee	1	687.52 USD
40.	RMS Natural Death Annual Maintenance Fee	1	2,212.05 USD

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<b>Renewal Order Total:</b>			<b>103,707.67 USD</b>
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**Billing Information**

This is not an invoice. Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of the Customer.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the Ship To location provided by the Customer on the Renewal Order Form.

Please note that the Total Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of \$21.37656 will be shown as a Total Price of \$21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Total Price displayed above.

**RESOLUTION NO. 2024-XX**

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PURCHASE OF THE COMPUTER AIDED DISPATCH AND POLICE RECORDS MANAGEMENT SYSTEM FROM CENTRALSQUARE TECHNOLOGIES FOR NORTH MIAMI BEACH POLICE DEPARTMENT; 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 SUBJECT TO THE BUDGET APPROPRIATION AND AVAILABILITY OF FUNDS; 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 3-4.4 and 3-4.14 of the City’s Code of Ordinances (“Code”) provides that software licensing and maintenance with the company from which the software was purchased, or its authorized representative, shall be exempt from the bidding process; and

**WHEREAS**, On August 18, 1998, Commission approved the award of Bid No. 97-37 for the City to enter into an agreement with Open Software Solutions, Inc., (Superion, LLC) for the Computer-aided Dispatch and Police Records Management Services. The software support agreement shall remain in form and effect for the duration of the City’s utilization; and

**WHEREAS**, On September 5, 2018, Superion, LLC and three other software companies merged to create one entity, CentralSquare Technologies, providing technology solutions to over 7,500 public sector agencies; and

**WHEREAS**, to keep the North Miami Beach community and responders safe, and to optimize response time with one integrated software, the NMB Police Department intends to continue utilizing Computer-aided Dispatch and Police Records Management Services.

**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 Computer-aided Dispatch and Police Records Management System in an estimated annual budgeted amount of \$150,000.00 from CentralSquare Technologies; and

**WHEREAS**, the Mayor and City Commission determine it is in the best interests of the City to approve the purchase of Computer-aided Dispatch and Police Records Management System in an estimated annual budgeted amount of \$150,000.00 from CentralSquare Technologies.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF  
RESOLUTION NO. 2024-XX**

**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 Computer-aided Dispatch and Police Records Management Services in an estimated annual budgeted amount of \$150,000.00 from CentralSquare Technologies, in substantially the form attached as Exhibit “A”, subject to budget appropriation and availability of funds, is hereby 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 17<sup>th</sup> day of September 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:

GREENSPOON MARDER, LLP.

By: \_\_\_\_\_  
CITY ATTORNEYS

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

**MEMORANDUM**

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<b>TO:</b>	Mayor and City Commission
<b>FROM:</b>	Pedro Melo, Interim NMB Water Director
<b>VIA:</b>	City Manager Mario Diaz
<b>DATE:</b>	September 17, 2024

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Resolution No. R2024-99 Approving a Piggyback Contract with Insituform Technologies, LLC. for  
**RE:** Trenchless Rehabilitation and Maintenance of Pipeline Infrastructure Services (Pedro Melo, Interim  
NMB Water Director)

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**Description**

**BACKGROUND  
ANALYSIS:**

NMB Water provides water and sewerage services to residents and business within the City of North Miami Beach and surrounding cities.

The Cravero Pump Station, owned and maintained by the City of North Miami Beach provides service to Miami Gardens. Repairs are needed to enhance leak protection and to improve operational reliability by repairing recurring breakages on the aging 6-inch PVC force main along NW 9<sup>th</sup> Avenue in Miami Gardens.

NMB Water would like to piggyback from the County of Dupage, IL as lead agency's contract through Omnia Partners Cooperative contract #23-065-PW(1) for Trenchless Rehabilitation and Maintenance of Pipeline Infrastructure with Insituform Technologies, LLC. for an amount of \$227,000.00.

The contract is in its first year and expires February 12, 2027 with a two-year renewal option through February 12, 2029.

**RECOMMENDATION:** The City Manager and the Chief Procurement Officer recommend that the City Commission approve a Piggyback Contract in an estimated budgeted amount of \$227,000 for purchase of Trenchless Rehabilitation and Maintenance of Pipeline Infrastructure with Insituform Technologies, LLC.

**FISCAL/ BUDGETARY**

**IMPACT:** As approved in the adopted budget appropriation.

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**ATTACHMENTS:**

**Description**

- ▣ Resolution
- ▣ Exhibit A

**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 INSITUFORM TECHNOLOGIES, LLC, FOR THE PURCHASE OF TRENCHLESS REHABILITATION AND MAINTENANCE OF PIPELINE INFRASTRUCTURE SERVICES; IN A BUDGETED AMOUNT OF \$227,000.00; 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**, DuPage County, a political subdivision of the State of Illinois, entered into a competitively procured Agreement No. 23-065-PW(1) for Trenchless Rehabilitation and Maintenance of Pipeline Infrastructure with Insituform Technologies, LLC., (“Insituform”), for a three year term ending February 12, 2027, and one (1) additional two-year renewal term upon mutual agreement, (“DuPage County Contract”); and

**WHEREAS**, NMB Water provides water and sewerage services to residents and businesses within the City of North Miami Beach and surrounding cities. The Cravero Pump Station, owned and maintained by the City of North Miami Beach, provides service to the City of Miami Gardens; and

**WHEREAS**, North Miami Beach Water Department has determined that the aging 6-inch PVC force main along NW 9th Avenue in the City of Miami Gardens is prone to recurring breakages and is in need of repairs. The services provided by Insituform will enhance leak protection and improve operational reliability; 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 budgeted amount of \$227,000 for purchase of Trenchless Rehabilitation and Maintenance of Pipeline Infrastructure with Insituform Technologies, LLC; and

**RESOLUTION NO. 2024-XX**



**WHEREAS**, the Mayor and City Commission determine it is in the best interests of the City to approve a Piggyback Contract in an annual budgeted amount of \$227,000 for the purchase of Trenchless Rehabilitation and Maintenance of Pipeline Infrastructure with Insituform Technologies, LLC; and

**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 Contract with Insituform Technologies, LLC, in substantially the form attached as Exhibit “A” for an estimated budgeted amount of \$227,000.00, subject to budget appropriation and availability of funds is hereby 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 INTENTIONALLY LEFT BLANK]**

**RESOLUTION NO. 2024-XX**

**APPROVED AND ADOPTED** by the City of North Miami Beach City Commission at the regular meeting assembled this **17<sup>th</sup> day of September 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:

GREENSPOON MARDER, LLP.

By: \_\_\_\_\_  
CITY ATTORNEYS

Sponsored by: Mayor & Commission

**RESOLUTION NO. 2024-XX**



EXHIBIT A

PROCUREMENT MANAGEMENT DIVISION

Requesting Department:
Primary Contact Name:
Primary Contact E-mail:
Secondary Contact Name:
Secondary Contact E-mail:
Department Phone:
Department Fax:

Company Name:
Contact Name:
Company Address:
Company Phone:
Company Fax:
Company E-mail:
Vendor Registration #:

Piggyback Contract Details

- 1. Contract Title:
a. Awarding Agency
b. Solicitation #
c. Solicitation included?
2. Description of the Scope of Service of This Contract:
3. Total Value of Contract: \$
4. Account Number(s): FY 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?
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?
7. Would this purchase(s) result in any future maintenance costs which are not included in the initial purchase?

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?
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. Attach a copy of the results.

**Approved**

**Date**

Form Prepared By: Mena Abdelmalek 08/12/2024

Department Director: for ASA *Pedro Melo* 08/12/2024

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: **Sherece George**  
Chief Procurement Officer

FROM: \_\_\_\_\_ for ASA *PM*  
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):**

# Proposal

## Budgetary Proposal – City of North Miami Beach - 6in WM Primus Rehabilitation

**Prepared for:**

City of North Miami Beach

**Prepared by:**

Kenny Boeh



July 31, 2024

**Pedro Melo**

*Assistant Director For Operations And Maintenance NMB Water*

City of North Miami Beach

T (305) 948-2967, ext. 7819

T (305) 650-0000, ext. 3312

Re: Budgetary Proposal – City of North Miami Beach - 6in WM Primus Rehabilitation

**Insituform Technologies, LLC** (ITL) herein provides the budgetary pricing set forth below for the labor, materials, equipment, and services to reconstruct the above referenced project.

The following pricing and information herein should be considered confidential:

ITEM	DESCRIPTION	QTY	UNIT OF MEASURE	BID UNIT PRICE	TOTAL
	Budgetary Estimate Primus System Rehabilitation of 6in PVC WM				
507	Travel and Mobilization	LS	1	\$10,000.00	\$10,000.00
56	6" Clean and CCTV	LF	1100	\$7.00	\$7,700.00
267	Labor, Materials, Installation of 6" Primus System Rehabilitation	LF	1100	\$165.00	\$181,500.00
300	6"-12" Liner Setup per install length	LF	1100	\$25.00	\$27,500.00
				Total	\$226,700.00

**Qualifications/Assumptions:**

1. This pricing is based on the available information at the time of this proposal.
2. Final recommendations may be different dependent on completion of the pre-installation inspection phase of the project. Prices are subject to adjustment if design changes are agreed upon.
3. Proposal pricing above includes high pressure cleaning and flushing of 6in PVC WM, stringing pipe in preparation of Inspection/Primus lining, Nassco approved PACP CCTV Inspection using articulating minicam.
4. All Work will occur in dry weather.
1. Standard insurance coverage with the following limits:
  - i. General Liability: \$2,000,000 per occurrence/\$4,000,000 aggregate
  - ii. Auto: \$2,000,000 Combined Single Limit
  - iii. Workers Compensation: Statutory with \$1,000,000 Employer's Liability
  - iv. The above insurance shall not include Primary and Non-Contributory Coverage and ITLLC shall not provide a Waiver of Subrogation endorsement.

**NOTE:** Modifications to the Scope of Work/Responsibilities of ITLLC may result in a change in price and/or duration.

**EXCLUSIONS:**

The following items are excluded from ITLLC's Pricing and Scope of Services / Responsibilities as stated.

These items, if necessary, applicable, or otherwise required, shall be furnished by the Customer, at the Customer's direction and at no cost to ITLLC. No contract agreement shall be executed by ITLLC, unless the following exclusions and responsibilities of ITLLC and their subcontracting partners are accepted, mutually agreed upon in writing between ITLLC and Customer, and incorporated into the subcontract documents:

1. All Permits, licenses, and construction easements.
2. Manual operation of any pumping and/or metering stations.
3. Environmental/erosion controls (i.e., hay bales, silt fence etc.) that may be required adjacent to access points and/or water supply hose.
4. Locations and access (of ITLLC equipment and/or personnel) to all work areas associated with the project and as required by ITLLC's work plan.
5. Any and all excavation required for pipe access will be the responsibility of the GC/Owner. Installation will require a OSHA approved 5x7 access pit including three feet of host pipe removal at both the installation and termination points of the repair.
6. Access to and use of fire hydrants and/or sufficient water supply (within 300 ft. of the work site)
7. All final recommendations will be made following the preliminary cleaning and inspection phase before lining. The Owner acknowledges that if there are verified bends over 22-degrees, there may be a slight pinch point within the lining system. If there is a verified 90-degree bend as shown on the plans, there will be a pinch point and the effect on the flow will be unknown until final tie in.
8. Any water charges for the access and use of hydrant including meter rental for operations purposes.
9. Removal and disposal of any hazardous or toxic materials encountered during the project.
10. Any costs associated with the disposal of water used in any operations.
11. All bypass dewatering pumping, bypass of FM, or coordination with owner for shutdown in any working area.
12. Traffic control, including without limitation, police details, RR flagmen and special traffic control setups.
13. Obstruction removal (calcium, concrete, mineral deposits, roots, etc.)
14. Point repairs of any kind.
15. Repair of pipe damaged during any industry standard high-pressure jet cleaning operations any subsequent cleaning necessary to remove debris that has fallen into the pipe as a result of any such collapse or repair.
16. Payment and Performance bonds. If payment and performance bonds are required, add 2.0% to the total Project cost.
17. Holiday work, rush delivery or adverse weather work (as defined by ITLLC).
18. Certified Professional Engineer stamped designs.
19. State and local sales and/or use taxes.
20. Additional premiums for special insurance coverage(s) specific to this project.

**GENERAL TERMS AND CONDITIONS:**

1. ITLLC's Proposal is conditioned upon Customer's acceptance of the terms and conditions set forth herein. Customer's ordering of material or services by purchase order or otherwise, shall be treated as Customer's acceptance of such terms and conditions. All terms and conditions in Customer's purchase order or in any other communication to ITLLC, whether submitted previously or subsequently to this Proposal, which are additional to or inconsistent with the terms and conditions of this Proposal are not binding upon ITLLC and shall not be applicable to this Proposal, except to the extent accepted in writing by ITLLC. Any change or amendment to this Proposal, to be binding upon ITLLC, must be accepted in writing by ITLLC.
2. ITLLC has based the pricing offered on the best available information at the time of this proposal. Existing pipe deterioration in excess of the conditions assumed, ground water loads in excess of those assumed, or other loads or conditions may increase the recommended approach for all or portions of the work. Final recommendations may be submitted to you following the completion of the preliminary CCTV phase of the project. Stated prices are subject to adjustment if design changes are agreed upon.
3. This Proposal is valid for 30 days, unless otherwise extended by ITLLC.
4. Payment: Payment is due in full, without exception or retention, within 30 days of the date of the invoice. Monthly partial progress payments may be requested for the value of work in progress or completed, including materials delivered to the Project site. Payments due and unpaid shall bear interest at the rate of 1½ % per month from the




- date payment is due. Should ITLLC incur costs or expenses to collect monies claimed due hereunder from Customer, Customer shall pay to ITLLC, in addition to all other sums due to ITLLC, attorneys' fees, consultants' costs, and other expenses and costs, including but not limited to litigation and/or arbitration expenses and arbitrator compensation, in connection therewith.
5. ITLLC is not a union shop and shall not be subject to any union requirements or agreements or project labor agreements. On public projects where required, ITLLC will pay prevailing wages as identified by Customer prior to submission of this Proposal.
  6. Should ITLLC learn of any information that causes ITLLC concern about Customer's ability to pay and/or perform any of its obligations owing to ITLLC under Proposal, ITLLC has the right to request Customer to provide ITLLC adequate assurance of due performance on such terms as are deemed reasonable by ITLLC when acting in good faith, including the right to await full or partial payment from Customer as required by ITLLC. In such an instance, ITLLC may suspend its performance pending ITLLC's receipt of adequate assurance of due payment and/or performance in a manner found acceptable by ITLLC.
  7. ITLLC shall not be responsible for any inability to perform under this Proposal or for any loss or damage due to delays or disruptions resulting directly or indirectly from, or contributed to by, any act of God, action or omission of Customer, act of civil or military authorities, fire, strike or other labor dispute, accident, flood, adverse weather, war, riot, terrorism, transportation delay, inability to obtain material or fuel supplies, or any other circumstances beyond ITLLC's reasonable control, whether similar or dissimilar to any of the foregoing. If ITLLC crews are delayed on site for reasons beyond the control of ITLLC, then ITLLC's standby time will be invoiced to Customer at an hourly rate of **\$1,800.00** per hour.
  8. Claims for Changed, Concealed or Unknown Conditions: If conditions are encountered at the site which are (1) materially changed; (2) subsurface or otherwise concealed physical conditions which differ materially from the information upon which this Proposal is based or (3) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for herein, then the Proposal Price and Time shall be equitably adjusted to address the conditions, where prior written notification and approval of claims exist.
  9. LIMITED WARRANTY: ITLLC WARRANTS TO CORRECT ANY DEFECT IN THE MATERIALS OR SERVICES PROVIDED BY ITLLC WHICH ARE BROUGHT TO THE ATTENTION OF ITLLC IN WRITING WITHIN ONE YEAR FOLLOWING COMPLETION OF ITLLC'S WORK, PROVIDED CUSTOMER AFFORDS ITLLC SUITABLE ACCESS AND WORKING CONDITIONS TO ACCOMPLISH SUCH CORRECTION.
  10. Except for the express warranty forming a part of this Proposal, ITLLC DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY. ITLLC'S LIABILITY TO CUSTOMER, WHETHER IN CONTRACT, WARRANTY, TORT OR OTHERWISE, IS LIMITED TO THAT PERMITTED UNDER THIS PROPOSAL, ITLLC Shall NOT BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF USE, LOST TIME, DELAY, DISRUPTION, INTERFERENCE, LOSS OF PRODUCTIVITY, INCONVENIENCE, LOST INCOME, OR LOST PROFITS.
  11. If, during the performance of this contract, any cost price determining factor considered by ITLLC in determining the contract price significantly increases, through no fault of ITLLC, the price of this contract shall be equitably adjusted by an amount reasonably necessary to cover any such significant price increases. As used herein, a significant price increase shall mean any increase in price exceeding 5% experienced by ITLLC from the date of the contract signing. Price increases resulting from increased costs of materials, labor, fuel, freight, and other cost inputs shall be verified, in writing, by ITLLC's Vice President of Procurement. Due to the confidential nature of ITLLC's pricing from Vendors, verification shall consist of a statement of percentage change in cost from the date of Subcontractor's estimate through the date of the change order request. Where the delivery of any material is delayed, through no fault of ITLLC because of the shortage or unavailability of any raw materials, including resin, ITLLC shall not be liable for any additional costs or damages associated with such delay(s). Nothing contained in this clause shall preclude ITLLC from entitlement to more than one equitable adjustment if its costs continue to significantly (as defined above) rise during the duration of the project
  12. This agreement may be terminated by either party upon seven (7) days written notice should the other party fail substantially to perform in accordance herewith through no fault of the party initiating the termination.
  13. The terms and conditions of this Proposal form the entire agreement between the parties. All other terms, proposals, negotiations, representations, recommendations, statements or agreements, whether made or issued

contemporaneously or previously, are excluded from and are not a part of this Proposal and have no binding or enforceable effect. This Proposal, if accepted, shall be binding on the parties and their respective successors and assigns.

The information contained in this letter is proprietary to Insituform Technologies, LLC. and shall be retained by the recipient in confidence and shall not be published or otherwise disclosed to third parties without the express written consent of Insituform Technologies, LLC. The foregoing shall not preclude the use of any data which (i) was in its possession without restriction as to use prior to receipt as proprietary of the same or similar data from Insituform Technologies, LLC., (ii) is or becomes available from a public source on or after such receipt from Insituform Technologies, LLC. or (iii) is obtained by the recipient from a third party not under obligation of confidentiality or other restriction with respect to use.

Please let us know if you have any questions upon your review. We truly appreciate the opportunity to continue to provide solutions for your team.

Best Regards,



---

Kenny Boeh  
Commercial Manager - Florida  
Insituform Technologies, LLC  
3014 North US Highway 301, Suite #700 | Tampa, FL 33619  
Cell: 412-310-8826 | Fax: 813.381.5356

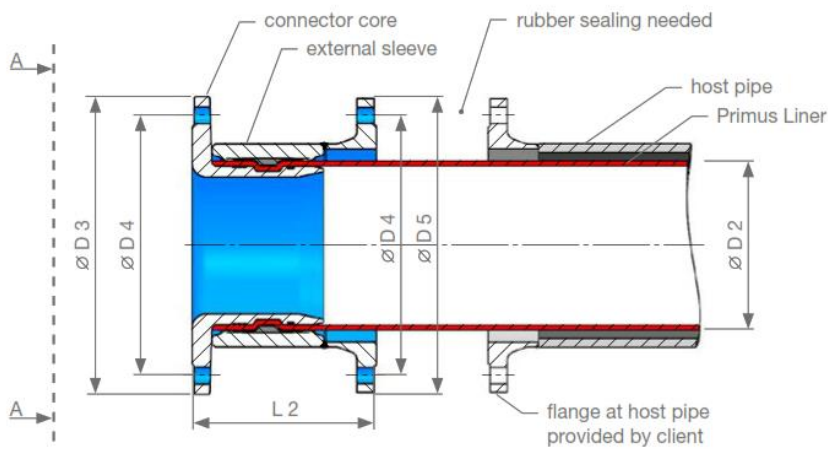
## Responsibility Matrix

ITEM	MATERIALS	RESPONSIBLE	
		ITL	OTHERS
1	Host pipe		X
2	Reinstallation existing valves, tees, reducers, and pipe fittings		X
3	Primus Lining System 6" Installation	X	
4	Primus End Connections fittings, materials, and equipment	X	
ITEM	SERVICES	ITL	OTHERS
1	Construction and maintenance of ROW, staging areas, and installation/access points		X
2	Excavation of open pits for entry and exit at designated locations. The inversion/tail pits shall be at least 5' wide by 7' long and extend 2' below host pipe.		X
3	OSHA approved shoring/shielding (with no sloping/benching) and excavation maintenance		X
4	Remove 5-foot long section of host pipe in all inversion/tail pit locations		X
5	Bypass system set-up and operation for existing pipeline (if required)		X
6	Well points and/or dewatering from ROW and all open excavations (if required)		X
7	Dust control		X
8	Traffic control (if required)		X
9	Dewatering of pipeline for cleaning and installation (drying if required) w/ minimal water infiltration		X
10	Remove any bends, valves, hydrants, pipe fittings or obstructions in host pipe		X
11	Excavation, or other extraordinary remedy, to prepare host pipe for installation of CIPP if preliminary CCTV indicates excessive damage or other extraordinary condition in host pipe		X
12	Water from fire hydrants within a convenient distance from each cleaning and inversion site, including fees, deposits, and charges.		X
13	Point repairs, if required prior to lining		X
14	Mobilization and demobilization one (1) time to and from jobsite based on a mutually agreeable schedule between ITL and Owner/General Contractor	X	
15	Pre-installation CCTV and measurement of existing host pipe	X	
16	Pre-installation cleaning (up to 3 passes). Loose debris and "normal" deposits only. Extraordinary conditions will be treated as a change order	X	
17	Additional cleaning and CCTV mobilizations and/or setups due to point repairs, obstruction removals, or delays due to Owner/GC or other parties particular to project		X
18	Disposal of material/deposits from pre-installation cleaning		X
19	Installation of Primus Lining System, including FRP closure end spool w/ internal seals	X	
22	Treatment or special disposal of any water from cleaning or installation of CIPP liner		X
26	Disinfection/ chlorination (if required)		X
27	Excavation backfill and compaction, including all required testing		X
28	Surface restoration and reseeding disturbed areas		X
29	Removal and disposal of any hazardous or toxic materials (if encountered)		X
30	All costs for materials, labor, and installation of any additional valves, tees, reducers, hydrant and pipe fittings		X
ITEM	OTHER	ITL	OTHERS

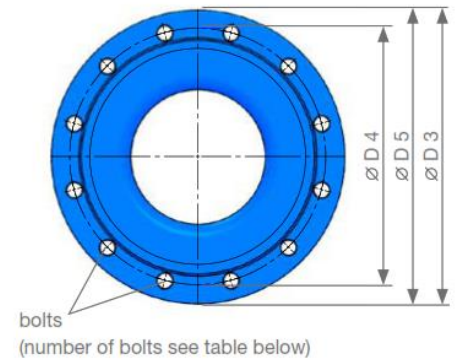
1	All required permitting and/or local licensing		X
2	Additional premiums for special insurance coverage(s) demanded by Owner/GC or other parties particular to project	X	
3	Stand-by time for any delay or shut down due to Owner/GC or other parties particular to project		X
4	Disposal facilities for debris from ITL operations		X
5	Toilet Facilities		X
6	Extra special training		X
7	Standard one-year construction warranty for liner (Void if through 90-degree bend)	X	
8	Certificate of insurance with standard coverage	X	
9	Confined space safe entry practices	X	

## End Termination Detail

### Primus Line® medium pressure



### flange / view A-A



mm/bar Dimensions (EN)

# PRIMUS LINE

The prime solution for pipes.



## Primus Line® – Flexible technology for the trenchless rehabilitation of pressure pipes

- ✓ Potable water
- ✓ Firefighting water
- ✓ Industrial water
- ✓ Sea water
- ✓ Waste water

NSF/ANSI 61



# PRIMUS LINE® WATER

## FEATURES

Outer layer: Abrasion-resistant PE sheath

Reinforcement: Seamless aramid fibre (one- or two-layer) fabric

Inner coating: Based on PE

## APPLICATION

### Pipeline rehabilitation made easy

Primus Line® is an innovative technology for the trenchless rehabilitation of pressure pipelines for different media such as water, gas and oil. The process is based on a flexible high-pressure pipe and a connection technology developed specifically for this system.

Primus Line® is suitable for the transportation of various liquids in the field of water and holds drinking water approvals in numerous countries.

The ideal flow characteristics caused by an extremely smooth inner coating and the optimized systems for high-, medium- and low-pressure requirements make Primus Line® an economical solution for the rehabilitation of aging pipelines. Thus, water authorities and network operators benefit from reliable operation and a sustainable investment in their fixed assets.

Primus Line connector with flange or welded end

Factory-produced product

## MOST SUITED ENVIRONMENTS

Pipelines often run through environments that are hard to access. Obstacles to an easy and fast rehabilitation of aging pipes can be of geographical, economical, architectural or environmental nature.

Primus Line® easily overcomes those obstacles and is uniquely suited for projects in the following areas:

Diameter between 6" and 20"

Small pits

Up to 10 m/min (33 ft/min)

HOST PIPE

START PIT

Nature Parks





## Save time and money!

- Installation speeds of up to 10 meters per minute (33 feet per minute)
- Up to 2,500 meters (approx. 8,200 feet) per pull
- Quick re-commissioning for minimal time of service interruption
- Low pre-investment for installers



## Simplify the engineering process!

- Installation through multiple bends of up to 45°
- Withstands thermal expansion of the host pipe and seismic movement
- Fully flexible seamlessly woven aramid fabric



## Protect the environment and the neighborhood!

- Minor installation footprint
- Small pits and reduction of road work
- Reduced use of machinery
- Decreased impact on traffic
- Minimal disturbance of daily life around



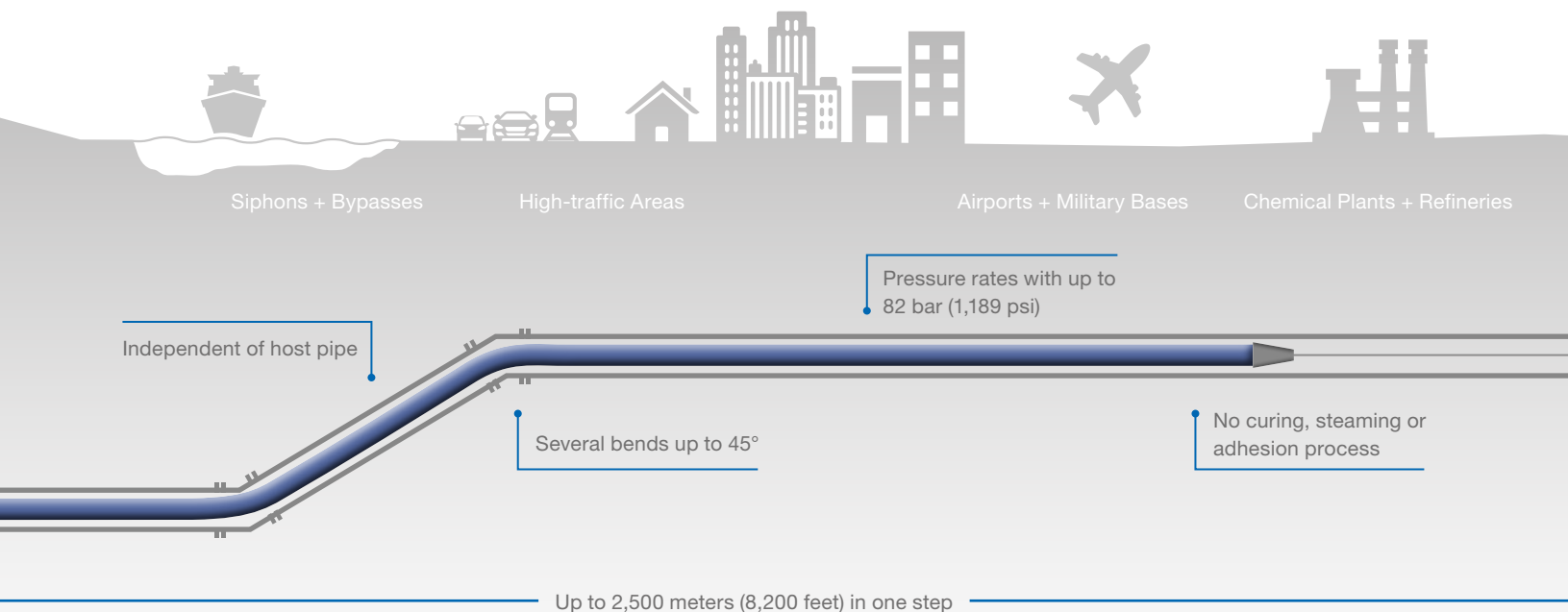
## Increase your pressure rates!

- Burst pressure rates up to 206 bar (2,987 psi)
- Operating pressure up to 82 bar (1,189 psi)
- Independent of host pipe



## Extend the service life!

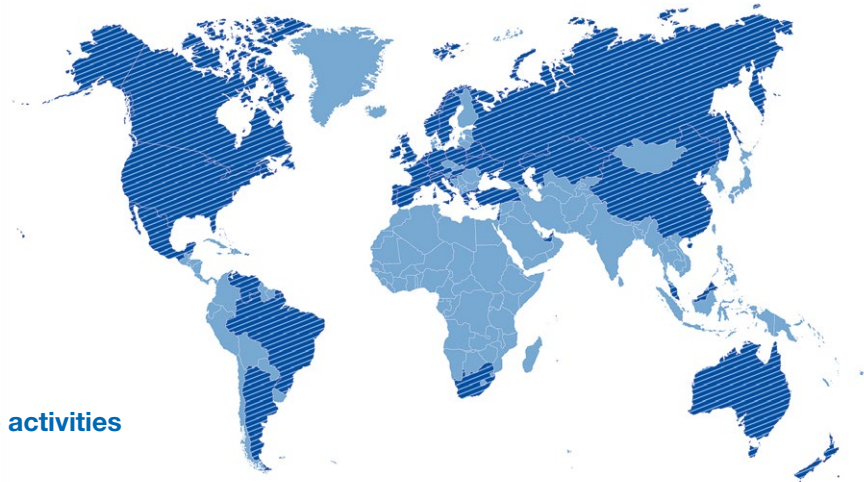
- 100% quality control during the manufacturing process and before shipping
- No curing, steaming or adhesion process
- Independent of weather conditions during installation
- 50+-year lifetime



Headquarters  
in Germany

Branch offices in the  
USA and in Australia

Installation Partners  
worldwide



## Global Primus Line activities

## APPLIED WORLDWIDE

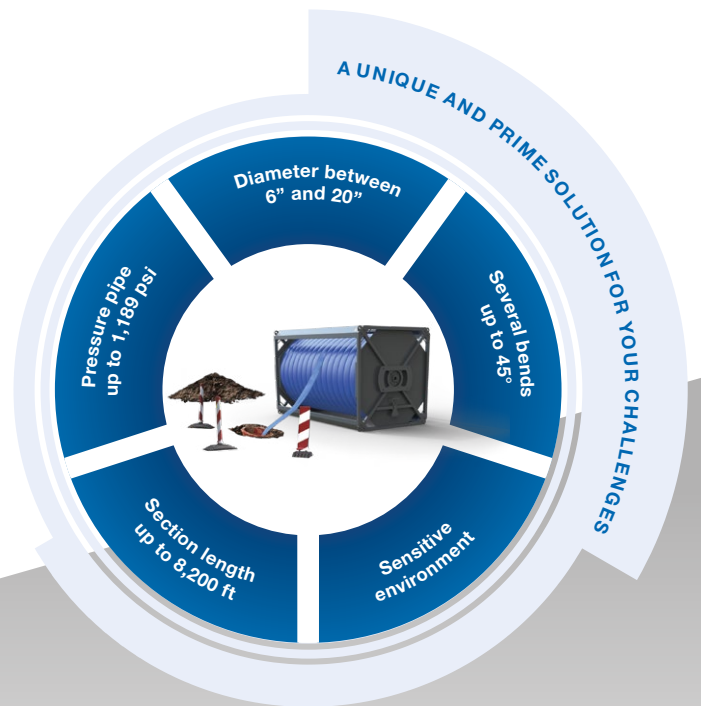
### Rely on experience!

For more than 55 years, Rädlinger has already been active in the construction industry.

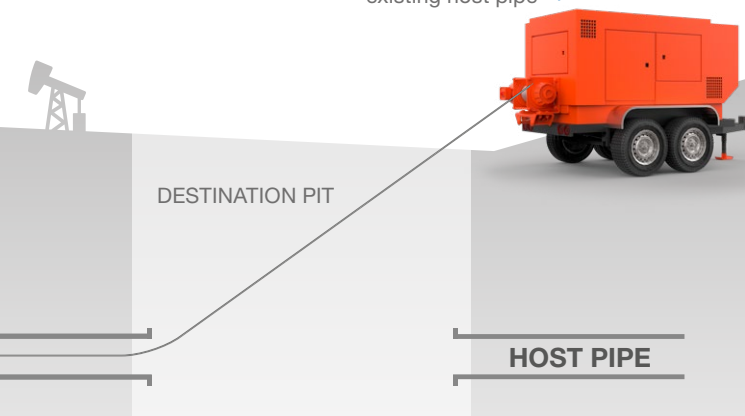
Today, Rädlinger primus line GmbH is part of the Werner Rädlinger Group with about 400 employees. With more than 15 years of experience in trenchless pipeline rehabilitation and projects in more than 40 countries, Primus Line® belongs to the leading technologies in the field of trenchless pressure pipe rehabilitation in the world.

Primus Line relies on Germany as production site.

A global partner network and own branches in Australia, China, Canada and the USA grant a fast and smooth project handling on site.



Liner winched into  
existing host pipe



## SUITABILITY OF PRIMUS LINE®

Currently Primus Line® is more suitable to rehabilitate damaged pressure pipes between DN 150 and DN 500 (6 inches - 20 inches) in diameter with several bends and for installation sections between 300 m and 2,500 m (approx. 1,000 feet - 8,200 feet) in a sensitive or difficult environment quickly and reliably than any other existing system in the world.

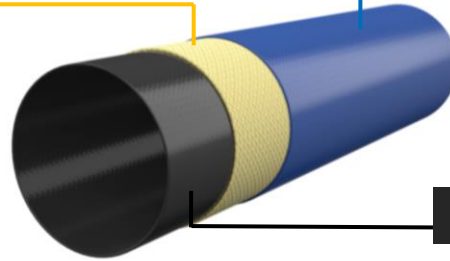


# Added value through a proven and reliable system

The system consist of a flexible high pressure Liner...

**Kevlar®**

- Seamless, woven aramid fibers
- Absorption of insertion forces
- Accommodates the operating pressure independently of host pipe support



**External Layer**

- Abrasion resistant PE
- Protection of the fabric during insertion

**Internal Layer**

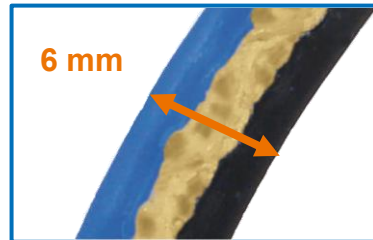
- Fluid specific based on PE or TPU
- Seals inner layer against the fluid
- ANSI/NSF 61 approved

## Key advantages:

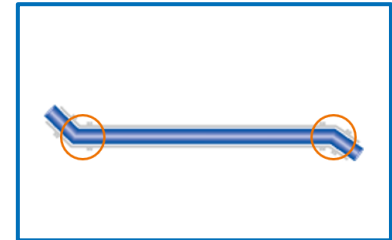
Flexibility and long insertion length:



High fabric strength with small wall thickness:



Bendability up to 45 degree ( $r=1.5xD$ ):



# Added value through a proven and reliable system

...and force-fit end fittings

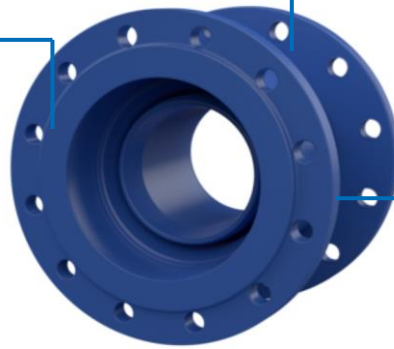
## Connector types



Low pressure system:  
*Mechanical clamping connection*



Medium and high pressure system:  
*Resin injection connection*



## Flange types

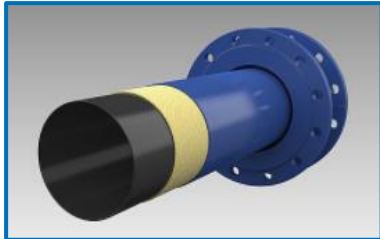
- DIN
- ANSI
- AS 4087

## Connection types

- Flange connector
- Connector welded end
- Wall-mounting plate

## Key advantages:

Pull-proof connection:



Minimal space requirements:

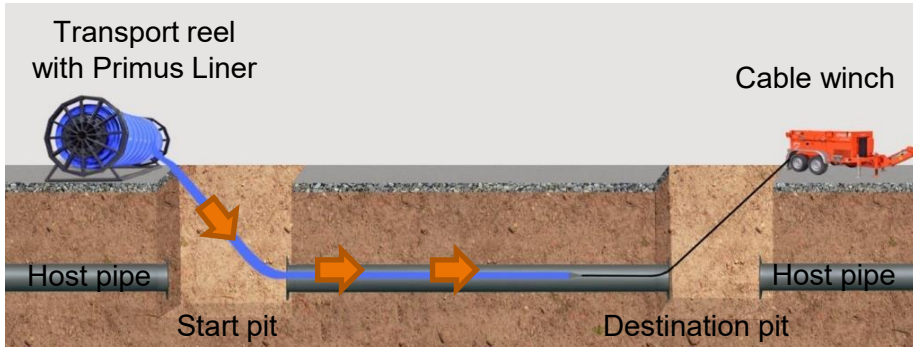


Customized solutions available:



# Added value through a simple installation

The liner is pulled through the existing host pipe using a winch:



- Liner delivered in U-shape to reduce friction during installation
- Up to 18,000 ft. of liner can be delivered on a single reel (6 inch; TE-1100)
- Inflation of the liner using a compressor
- Installation with annular space: No steaming, curing or adhesion process
- The installation is completed after the connectors are assembled
- Followed by pressure test & disinfection for potable water pipes

## Key advantages:

Easy insertion:



Easy pulling:



Easy inflation:





Primus Line offers reliable solutions for the no-dig renovation of pressure pipes in accordance with ISO 11295:2017 “Lining with inserted hoses”

Various advantages such as

- Long installation lengths
- Flexibility and bendability
- Fully factory produced product with no curing, steaming or adhesion processes on site
- Small footprint and minimal equipment requirements
- Fast installation speed

Suitable for

- drinking water applications
- sewer rising mains or fire-fighting lines

regardless of the material of the host pipe such as

- Steel or cast iron
- Asbestos cement or concrete
- PE, PVC or GRP
- ...



Trenchless Rehabilitation and Maintenance of Pipeline Infrastructure  
Executive Summary

**Lead Agency:** County of DuPage, IL

**Solicitation:** 23-065-PW

**RFP Issued:** October 19, 2023

**Pre-Proposal Date:** PRE-PROPOSAL DATE

**Response Due Date:** November 28, 2023

**Proposals Received:** #3

**Awarded to:** Insituform Technologies, LLC and Insituform Technologies USA, LLC

The County of DuPage, IL Department of Procurement issued RFP 23-065-PW on October 19, 2023, to establish a national cooperative contract for Trenchless Rehabilitation and Maintenance of Pipeline Infrastructure.

The solicitation included cooperative purchasing language in Section 6 – Scope of Services:

DuPage County, IL, as the Principal Procurement Agency, defined in Attachment A, has partnered with OMNIA Partners, Public Sector (“OMNIA Partners”) to make the resultant contract (also known as the “Master Agreement” in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”), through OMNIA Partners’ cooperative purchasing program. DuPage County, IL is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a “Participating Public Agency”) and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of a Master Intergovernmental Cooperative Purchasing Agreement, a form of which is attached hereto on Attachment A, or as otherwise agreed to. Attachment A contains additional information about OMNIA Partners and the cooperative purchasing program.

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- County of DuPage, IL website
- OMNIA Partners website
- USA Today, nationwide
- San Bernardino County Sun, CA
- Honolulu Star-Advertiser, HI
- The Herald-News – Will County (IL)
- The Advocate – New Orleans, LA
- The New Jersey Herald, NJ
- Daily Journal of Commerce, OR
- The State, SC

- Deseret News, UT
- Richmond Times-Dispatch, VA
- Seattle Daily Journal of Commerce, WA
- Houston Community Newspapers, TX
- Helena Independent Record, MT
- Las Vegas Review-Journal, NV
- Kennebec Journal, ME

Socio-economic Outreach: To encourage participation of small businesses, minority owned businesses and women owned businesses, Illinois Disadvantage Business Enterprise lists were used in the outreach process.

On November 28, 2023 proposals were received from the following offerors:

- Insituform Technologies, LLC
- Insituform Technologies USA, LLC
- Hoerr Construction, INC.

The proposals were evaluated by an evaluation committee. Using the evaluation criteria established in the RFP, the committee elected to enter into negotiations with Insituform Technologies, LLC and Insituform Technologies USA, LLC and proceeded with contract award upon successful completion of negotiations.

Geographic Preferences: No geographic preferences were included in the evaluation of the responses.

The County of DuPage, IL, OMNIA Partners and both Insituform Technologies, LLC and Insituform Technologies USA, LLC successfully negotiated contracts, and the County of DuPage, IL executed the agreements with a contract effective of February 13, 2024.

Contract includes:

- CIPP Mainline Rehabilitation Gravity Applications
- Pipebursting Rehabilitation
- Cleaning/TV & Evaluation for Gravity Pipelines
- Bypass for Gravity Pipelines and Associated Items
- Point Repair by Excavation
- Sanitary Manhole Replacement
- HDPE Tight Fitting Liner (IPS diameters)
- Pipe Rehab by Carbon/Glass Fiber Reinforced Polymers
- CIPP Pressure Pipe Lining for Potable and Non-Potable Pressure Pipe
- Pressure Pipeline Bypass
- Line Cleaning and Inspection for Pressure Pipelines & Mechanical Cleaning
- Gravity Sewer Lateral Renewal Systems
- Manhole, Access Portal and Wet Well Renewal Systems
- All Other Underground Construction Items and Supplemental Items
- Fusible PVC Installation by HDD or Other Means
- Right-of-Way Maintenance
- Crew Travel & Mobilization
- Geopolymer Storm Pipe and Culvert Lining

- Flexible Fabric Reinforced Pipe (FFRP) Lining
- Cement Mortar Lining (CML)
- Epoxy Lining (EL)

The suppliers also provided federal funds certifications and language that include CFR 200, Clean Water State Revolving Funds, and Drinking Water State Revolving Funds contract provisions. The language already incorporated into the Master Agreement is available on the OMNIA Partners website for additional review.

Term:

Initial three-year agreement from February 13, 2024 through February 12, 2027 with the option to renew for two (2) one-year periods through February 12, 2029.

Pricing/Discount: Line-item pricing was provided; see pricing sheet for additional details.

**DUPAGE COUNTY, IL**  
**Contract # 23-065-PW (1)**

*for*

Trenchless Rehabilitation and Maintenance of Pipeline  
Infrastructure

*with*

**Insituform Technologies, LLC**

Effective: February 13, 2024



The following documents comprise the executed contract between the DuPage County, IL and Insituform Technologies, LLC, effective February 13, 2024:

- I. Vendor Contract
- II. Request for Proposal and Bid Information
- III. Offeror's Response to the RFP, incorporated by reference

CONTRACT 23-065-PW BETWEEN INSITUFORM TECHNOLOGIES, LLC  
AND THE COUNTY OF DUPAGE

THIS AGREEMENT is entered into this 13<sup>th</sup> day of February, 2024, between the County of DuPage, Illinois a body corporate and politic, located at 421 North County Farm Road, Illinois, 60187-3978 (hereinafter referred to as the COUNTY), and Insituform Technologies, LLC licensed to do business in the State of Illinois, located at 580 Goddard Avenue, Chesterfield, Missouri 63005 (hereinafter referred to as the CONTRACTOR).

**RECITALS**

WHEREAS, the COUNTY requires the goods and/or services specified in Bid 23-065-PW for its Department of Public Works, located at the DuPage County Center, 421 North County Farm Road, Wheaton, Illinois 60187; and

WHEREAS, the CONTRACTOR is the vendor selected pursuant to the bid process and is willing to perform under the terms of the Bid and this Contract.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties agree that:

**1.0 CONTRACT DOCUMENTS**

- 1.1 This Contract includes all of the following component parts, all of which are fully incorporated herein and made a part of the obligations undertaken by the parties:
  - 1.1.a Project Information
  - 1.1.b Instructions to Bidders
  - 1.1.c General Conditions
  - 1.1.d Special Conditions
  - 1.1.e Insurance/Bonding Requirements and Certificates
  - 1.1.f Bid Form (including Certification/Proposal, Signature Affidavit including Proposal Pricing)
  - 1.1.g Specifications (including any addenda, interpretations and approved exceptions)
  - 1.1.h Exhibits
  - 1.1.i County Purchase Order
- 1.2 All documents are or will be on file in the office of the Procurement Services Division, DuPage Center, 421 North County Farm Road, Room 3-400, Wheaton, Illinois 60187.
- 1.3 In the event of a conflict between any of the above documents, the document control from top to bottom, i.e., "a" control over "b".

**2.0 DURATION OF THIS CONTRACT**

- 2.1 Unless terminated as provided in the Bid Invitation, the term of this Contract shall be a three (3) year period beginning on 02/13/2024 and continuing through 02/12/2027.
- 2.2 The Contract term is subject to renewal per the Bid Invitation Specifications. In no event, shall the term plus renewals exceed five (5) years.

**3.0 TERMINATION**

- 3.1 Except as otherwise set forth in this AGREEMENT, County shall have the right to terminate this AGREEMENT for any cause or without cause thirty (30) days after having served written notice upon the Contractor, except in the event of Contractor's insolvency, bankruptcy, or receivership, in which case termination shall be effective immediately upon receipt of notice.
- 3.2 Upon such termination, the liabilities of the parties to this AGREEMENT shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination, or to pay for deliverables tendered prior to termination. There shall be no termination expenses.
- 3.3 Upon termination of this AGREEMENT, all data, work products, reports and documents produced, because of this AGREEMENT shall become the property of the COUNTY. Further, Vendor shall provide all deliverables within fourteen (14) days of termination in accordance with the other provisions of this AGREEMENT.

4.0 BID PRICES AND PAYMENT

- 4.1 The Contractor shall provide the required goods and or services described in the Bid Specifications for the prices quoted on the Bid Form.
- 4.2 The County shall make payment pursuant to the Illinois Local Government Prompt Payment Act, except that no payment shall be approved where the Contractor has failed to comply with certified payroll requirements of the Illinois Prevailing Wage Act or Davis Bacon Act.

5.0 AMENDMENTS

- 5.1 This Contract may be amended by agreement of both parties.
- 5.2 All amendments will conform to State of Illinois Statutes and County procedures for Change Orders.

6.0 CONTRACT ENFORCEMENT – ATTORNEY'S FEES

- 6.1 If the County is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this Contract, and by reason thereof, the County is required to use the services of an attorney, including the States Attorney, then the County shall be entitled to reasonable attorney's fees and all expenses and costs incurred by the County pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.

7.0 SEVERABILITY CLAUSE

- 7.1 If any section, paragraph, clause, phrase or portion of this Contract is for any reason determined by a court of competent jurisdiction to be invalid and unenforceable, such portion shall be deemed separate, distinct and an independent provision, and the court's determination shall not affect the validity or enforceability of the remaining portions of this Contract.

8.0 GOVERNING LAW

- 8.1 This Contract shall be governed by the laws of the State of Illinois both as to interpretation and enforcement. Venue for all disputes will be exclusively in the circuit court for the Eighteenth Judicial Circuit in DuPage County, Illinois and that Illinois law will control.

9.0 ENTIRE AGREEMENT


- 9.1 This Contract, including the documents listed in 1.0, contains the entire agreement between the parties.
- 9.2 There are no covenants, promises, conditions, or understandings; either oral or written, other than those contained herein.

IN WITNESS, WHEREOF, the parties set their hands and seals as of the date first written above.

**THE COUNTY OF DUPAGE, ILLINOIS**

**CONTRACTOR**

By:   
SIGNATURE

By:   
SIGNATURE

Valerie Calvente  
PRINTED NAME

Patrizia H. Sordillo  
PRINTED NAME

Chief Procurement Officer  
PRINTED TITLE

Contracting & Attesting Officer  
PRINTED TITLE

02-16-2024  
DATE

February 15, 2024  
DATE



**Consent Agenda  
9.6.**

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

**MEMORANDUM**

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<b>TO:</b>	Mayor and City Commission
<b>FROM:</b>	Nelson Camacho, Acting Chief of Police
<b>VIA:</b>	City Manager Mario Diaz
<b>DATE:</b>	September 17, 2024

---

**RE:** Resolution No. 2024-100 Multiple Vendor Change Order for the Purchase of Body Armor and Ballistic Resistant Products (Nelson Camacho, Acting Chief of Police)

---

**Description**

**BACKGROUND  
ANALYSIS:**

The State of Florida awarded an contract 46151500-NASPO-21-ACS for Body Armor and Ballistic Resistant Products to multiple authorized manufacturers, distributors and resellers on November 10, 2020 through November 10, 2022, with three (3) additional one-year renewal terms through November 10, 2025.

NMBPD initially utilized this contract for \$100,000 with ARPA funding (previously approved through R2021-96). The City of North Miami Beach Police Department has identified additional funds required to purchase Body Armor products. The additional supply purchases result in an increase of \$300,000, to make the total annual expenditure of \$400,000.

**RECOMMENDATION:** The 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 contract by increase the expenditure to \$300,000.00, thereby making the total annual expenditure \$400,000.

**FISCAL/ BUDGETARY**

**IMPACT:** As approved in the adopted budget appropriation.

---

ATTACHMENTS:

Description

- ▣ Resolution
- ▣ Exhibit A

**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 CONTRACT BETWEEN THE CITY AND MULTIPLE VENDORS FOR THE PURCHASE OF BODY ARMOR AND BALLISTIC RESISTANT PRODUCTS; INCREASING THE CONTRACT AMOUNT BY \$300,000.00; 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 SUBJECT TO THE BUDGET APPROPRIATION AND AVAILABILITY OF FUNDS 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**, State of Florida awarded an contract 46151500-NASPO-21-ACS for Body Armor and Ballistic Resistant Products to multiple authorized manufacturers, distributors and resellers, effective November 10, 2020 through November 10, 2022, with three (3) additional one-year renewal terms through November 10, 2025; and

**WHEREAS**, the North Miami Beach Police Department has utilized \$100,000 in ARPA funding for fiscal year 2024 and has identified an additional need for Body Armor supplies. The additional cost for body armor supplies result in an increase of \$300,000 (“Change Order”) to make the total annual expenditure of \$400,000; and

**WHEREAS**, Section 3-3.20 of the 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 a Change Order to the previously approved contract by increase the expenditure to \$300,000.00, thereby making the total annual expenditure to \$400,000; 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 a Change Order to the previously approved contract by increase the expenditure to \$300,000.00 for the total annual expenditure to \$400,000.

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

**RESOLUTION NO. R2024-XX**

**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 contract Change Order, in substantially the form attached as Exhibit “A,” to the previously approved contract, to increase the expenditure to \$300,000.00, for the total annual expenditure of \$400,000 for the purchase of body armor products, subject to budget appropriation and availability of funds, is hereby 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]**

**RESOLUTION NO. R2024-XX**

**APPROVED AND ADOPTED** by the City of North Miami Beach City Commission at the regular meeting assembled this **17<sup>th</sup> day of September 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:

GREENSPOON MARDER, LLP.

By: \_\_\_\_\_  
CITY ATTORNEYS

Sponsored by: Mayor & Commission

**RESOLUTION NO. R2024-XX**



# 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):	

<b>Summary of Amount</b>	
<i>Original Amount</i>	\$
Change Orders Previously Approved	\$
Adjusted Value Prior to this Change Order	\$
Cost of Changes in this Change Order	\$
<i>Adjusted Amount Including this Change</i>	\$
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)

## MASTER AGREEMENT AMENDMENT

<b>Amendment # 3</b>	<b>Master Agreement # 164719</b>	<b>Amendment CMS # 189632</b>
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### 1. PARTIES

This Amendment to the above-referenced Master Agreement (“Contract”) is entered into by and between **Point Blank Enterprises, Inc** (hereinafter called “Contractor”), and the State of Colorado, acting by and through the Department of Personnel & **Administration, State Purchasing & Contracts Office** (hereinafter called the “State”), and collectively referred to as the “Parties.”

### 2. EFFECTIVE DATE AND ENFORCEABILITY

This Amendment shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the “Effective Date”). The State shall not be liable to pay or reimburse Contractor for any performance hereunder including, but not limited to, costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date.

### 3. FACTUAL RECITALS

- A. The Parties entered into a Master Agreement effective **November 10, 2020**, that authorized Participating States to execute Participating Addenda with the Contractor for Body Armor and Ballistic Resistant Products, as set forth in the NASPO ValuePoint Master Agreement, Contract number 164719.
- B. The Contract was extended for an additional term beginning on November 11, 2022 and ending on November 10, 2023, via the issuance of Amendment #1, CMS # 174637.
- C. The Contract was extended for an additional term beginning on November 11, 2023 and ending on November 10, 2024, via the issuance of Amendment #2, CMS # 182869.

### 4. CONSIDERATION

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Amendment.

### 5. LIMITS OF EFFECT

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments thereto, if any, remain in full force and effect except as specifically modified herein.

### 6. MODIFICATIONS

- A. Per Section 1.4.2 of the Master Agreement, this Amendment shall extend the Contract for an additional term, beginning on November 11, 2024, and ending on November 10, 2025.
- B. **Section 3.1.3** of the Master Agreement shall be modified as follows:
  - “a) All requested price increases must include documentation from the Contractor which provides a detailed explanation for the increase. The Lead State may request additional information if the Contractor’s explanation is determined to be inadequate. While requested price increases may be supported with reference to both direct and indirect costs, it shall be at the Lead State’s sole discretion (1) to determine if any requested price increase is appropriate for the Goods being offered under the Contract and (2) to approve or deny the request.”
  - “b) **Reserved**”
- C. **Section 3.1.6** of the Master Agreement shall be modified as follows:

“Any revisions to Product offerings (new NIJ-certified body armor, new ASTM verified ballistic helmets, and new ASTM verified ballistic shields, etc.) must be pre-approved by the Lead State, and may be allowed no more than once per quarter.”

**D. Section 3.6.3** of the Master Agreement shall be modified as follows:

“**a)** Any revision to Product offerings (new NIJ-certified body armor, new ASTM verified shields, and ASTM verified helmets, etc.) must be pre-approved by the Lead State, and may be allowed no more than once per quarter.”

“**b)** Updated Product files are required by the 1<sup>st</sup> of the month of each quarter and shall go into effect upon approval by the Lead State.”

“**i.** Files received after the 1<sup>st</sup> of the month or that request additional changes after pre-approval by the Lead State may not be approved for up to one hundred twenty (120) days following last submission.”

“**ii.** Errors in the Contractor’s submitted files may delay the approval process.”

**E. Section 4.2** of the Master Agreement shall be modified as follows:

“Body Armor and Ballistic-resistant products must be certified or verified to the NIJ or other standards listed below for the applicable products, until new standards are published and transition dates specified for those new standards occur.”

**F. Section 4.2.3** “For new helmet part numbers provided or not previously approved and active on Exhibit A Product and Price list prior to September 7, 2023, ballistic helmets shall be verified to ASTM Standard Specification E3368/E3368M.”

**G. Section 4.2.4** “For new shield part numbers provided or not previously approved and active on Exhibit A Product and Price list prior to September 7, 2023, ballistic shields shall be verified to ASTM Standard Specification E3347/E3347M.

**H. Section 4.2.5** “Ballistic-resistant body armor certified to NIJ Standard 0101.06 (2008) is acceptable until the associated NIJ CPL is no longer maintained by NIJ. Body armor certified to NIJ Standard 0101.07 is acceptable to be requested as new products are listed on the NIJ CPL after the publication of 0101.07 November 30, 2023.”

**I. Section 4.2.6** “Stab-resistant body armor certified to NIJ standard 0115.00 (2000) is acceptable until the associated NIJ CPL is no longer maintained by NIJ. Body armor certified to NIJ Standard 0115.01 is acceptable to be requested as new products after the publication of NIJ Standard 0115.01 and addition of products to the associated NIJ CPL.”

**J. Section 4.3** of the Master Agreement shall be modified as follows:

**4.3.2 addition**

“**a)** NIJ Standard 0101.07 ballistic protection levels NIJ HG1, NIJ HG2, NIJ RF1, NIJ RF2, and NIJ RF3 body armor models shall be listed on the associated NIJ Ballistic Armor CPL. The ballistic panels shall have the NIJ mark on the label.”

**4.3.3 addition**

“**a)** NIJ Standard 0115.01 stab protection categories NIJ-STAB-Commercial and NIJ-STAB-Improvised body armor models shall be listed on the associated NIJ Stab Armor CPL. The stab panels shall have the NIJ mark on the label.”

**4.3.5 addition**

“**a) In Conjunction With Armor(ICW):** NIJ Standard 0101.07 hard armor intended to provide the stated level of ballistic protection when paired with a specific model of soft armor. ICW hard armor will follow information within protection levels NIJ RFI, NIJ RF2, and NIJ RF3. The ballistic panels shall have the NIJ mark on the label.”

**4.3.9 shall be modified and replaced with:**

“**Ballistic-resistant Helmets:** Helmets not approved and added to the price list by September 7, 2023 or earlier shall be verified to ASTM E3368/E3368M for new helmet and face shield part numbers.

a) New part numbers requested to be added to the price list that are not yet verified to ASTM E3368/E3368M must be approved by the Lead State.”

**4.3.10 shall be modified and replaced with:**

“**Ballistic-resistant Shields:** Shields not approved and added to the price list by September 7, 2023 or earlier shall be verified to ASTM E3347/E3347M for new shield part numbers.

a) New part numbers requested to be added to the price list that are not yet verified to ASTM E3347/E3347M must be approved by the Lead State.”

**K. Section 4.4** of the Master Agreement shall be modified as follows:

**4.4.3 shall be modified and replaced with:**

“Contractor shall notify the Lead State when products previously approved are suspended or removed from the NIJ CPL (e.g., NIJ Safety Notice or NIJ Advisory Notice issued) or the ASTM Verified Products List, and the items shall be removed from the current price list.”

**L. Section 4.5** of the Master Agreement shall be modified as follows:

**4.5.3 shall be modified and replaced with:**

“All materials and construction of products on the NIJ CPL shall be the same as reported to NIJ on the “Build Sheet”. All new materials and construction of products on the ASTM verified products list shall be the same as reported on the SEI/ASTM “Verification Submittal Form” for a detailed listing/description of the components and materials. (See section 4.2.4 and 4.2.5)”

**Section 4.5.5 shall be modified and replaced with:**

“Products intended to be worn by end users shall not be “bulk ordered” inventory, nor substantially tailored or modified “off the shelf” items to fit personnel as needed, since altering products could potentially change the performance aspects of products originally certified by or verified through the ASTM Verification program.”

**M. Section 5.1** of the Master Agreement shall be modified as follows:

**5.1.1 shall be modified and replaced with:**

“All body armor must be listed on the appropriate NIJ CPL(s) with a model status of “active” on the date the Order is placed. All ballistic shields and ballistic helmets must be listed on the ASTM Verified Products List with a model status of “active” on the date the Order is placed. Items not subject to NIJ or ASTM compliance or verification testing shall have evidence of compliance with an appropriate standard. (See section 4.4.2)”

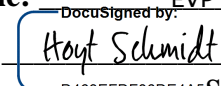
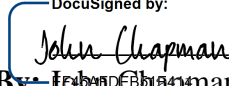
**7. START DATE**

This Amendment shall take effect on the Effective Date.

**8. ORDER OF PRECEDENCE**

Except for the Special Provisions, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Master Agreement, the provisions of this Amendment shall in all respects supersede, govern, and control.

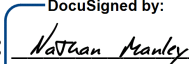
**THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT**

<p style="text-align: center;"><b>CONTRACTOR</b> <b>Point Blank Enterprises, Inc</b></p> <p><b>By:</b> Hoyt Schmidt _____  <b>Title:</b> <small>DocuSigned by:</small> EVP of Commercial Business    <small>D463EFDF86DE4A5</small> Signature  <b>Date:</b> 3/28/2024 _____</p>	<p style="text-align: center;"><b>STATE OF COLORADO</b> <b>Jared S. Polis, Governor</b>  Department of Personnel and  Administration Tony Gherardini,  Executive Director</p> <p><small>DocuSigned by:</small>    <b>By:</b> John Chapman, State Purchasing Manager  <b>Date:</b> 3/28/2024 _____</p>
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**ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER**

**CRS §24-30-202 requires the State Controller to approve all State contracts. This Amendment is not valid until signed and dated below by the State Controller or delegate.**

**STATE CONTROLLER**  
**Robert Jaros, CPA, MBA, JD**

**By:** DocuSigned by:   
66856696CC1A43A Nathan Manley \_\_\_\_\_

**Date:** 3/28/2024 \_\_\_\_\_

## MASTER AGREEMENT AMENDMENT

<b>Amendment # 3</b>	<b>Master Agreement # 164721</b>	<b>Amendment CMS # 189634</b>
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### 1. PARTIES

This Amendment to the above-referenced Master Agreement (“Contract”) is entered into by and between **Slate Solutions, LLC** (hereinafter called “Contractor”), and the State of Colorado, acting by and through the Department of Personnel & **Administration, State Purchasing & Contracts Office** (hereinafter called the “State”), and collectively referred to as the “Parties.”

### 2. EFFECTIVE DATE AND ENFORCEABILITY

This Amendment shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the “Effective Date”). The State shall not be liable to pay or reimburse Contractor for any performance hereunder including, but not limited to, costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date.

### 3. FACTUAL RECITALS

- A. The Parties entered into a Master Agreement effective **November 10, 2020**, that authorized Participating States to execute Participating Addenda with the Contractor for Body Armor and Ballistic Resistant Products, as set forth in the NASPO ValuePoint Master Agreement, Contract number 164721.
- B. The Contract was extended for an additional term beginning on November 11, 2022 and ending on November 10, 2023, via the issuance of Amendment #1, CMS # 174650.
- C. The Contract was extended for an additional term beginning on November 11, 2023 and ending on November 10, 2024, via the issuance of Amendment #2, CMS # 182879.

### 4. CONSIDERATION

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Amendment.

### 5. LIMITS OF EFFECT

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments thereto, if any, remain in full force and effect except as specifically modified herein.

### 6. MODIFICATIONS

- A. Per Section 1.4.2 of the Master Agreement, this Amendment shall extend the Contract for an additional term, beginning on November 11, 2024, and ending on November 10, 2025.
- B. **Section 3.1.3** of the Master Agreement shall be modified as follows:
  - “a) All requested price increases must include documentation from the Contractor which provides a detailed explanation for the increase. The Lead State may request additional information if the Contractor’s explanation is determined to be inadequate. While requested price increases may be supported with reference to both direct and indirect costs, it shall be at the Lead State’s sole discretion (1) to determine if any requested price increase is appropriate for the Goods being offered under the Contract and (2) to approve or deny the request.”
  - “b) **Reserved**”
- C. **Section 3.1.6** of the Master Agreement shall be modified as follows:

“Any revisions to Product offerings (new NIJ-certified body armor, new ASTM verified ballistic helmets, and new ASTM verified ballistic shields, etc.) must be pre-approved by the Lead State, and may be allowed no more than once per quarter.”

**D. Section 3.6.3** of the Master Agreement shall be modified as follows:

“**a)** Any revision to Product offerings (new NIJ-certified body armor, new ASTM verified shields, and ASTM verified helmets, etc.) must be pre-approved by the Lead State, and may be allowed no more than once per quarter.”

“**b)** Updated Product files are required by the 1<sup>st</sup> of the month of each quarter and shall go into effect upon approval by the Lead State.”

“**i.** Files received after the 1<sup>st</sup> of the month or that request additional changes after pre-approval by the Lead State may not be approved for up to one hundred twenty (120) days following last submission.”

“**ii.** Errors in the Contractor’s submitted files may delay the approval process.”

**E. Section 4.2** of the Master Agreement shall be modified as follows:

“Body Armor and Ballistic-resistant products must be certified or verified to the NIJ or other standards listed below for the applicable products, until new standards are published and transition dates specified for those new standards occur.”

**F. Section 4.2.3** “For new helmet part numbers provided or not previously approved and active on Exhibit A Product and Price list prior to September 7, 2023, ballistic helmets shall be verified to ASTM Standard Specification E3368/E3368M.”

**G. Section 4.2.4** “For new shield part numbers provided or not previously approved and active on Exhibit A Product and Price list prior to September 7, 2023, ballistic shields shall be verified to ASTM Standard Specification E3347/E3347M.

**H. Section 4.2.5** “Ballistic-resistant body armor certified to NIJ Standard 0101.06 (2008) is acceptable until the associated NIJ CPL is no longer maintained by NIJ. Body armor certified to NIJ Standard 0101.07 is acceptable to be requested as new products are listed on the NIJ CPL after the publication of 0101.07 November 30, 2023.”

**I. Section 4.2.6** “Stab-resistant body armor certified to NIJ standard 0115.00 (2000) is acceptable until the associated NIJ CPL is no longer maintained by NIJ. Body armor certified to NIJ Standard 0115.01 is acceptable to be requested as new products after the publication of NIJ Standard 0115.01 and addition of products to the associated NIJ CPL.”

**J. Section 4.3** of the Master Agreement shall be modified as follows:

**4.3.2 addition**

“**a)** NIJ Standard 0101.07 ballistic protection levels NIJ HG1, NIJ HG2, NIJ RF1, NIJ RF2, and NIJ RF3 body armor models shall be listed on the associated NIJ Ballistic Armor CPL. The ballistic panels shall have the NIJ mark on the label.”

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**K. Section 4.4** of the Master Agreement shall be modified as follows:

**4.4.3 shall be modified and replaced with:**

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**Section 4.5.5 shall be modified and replaced with:**

“Products intended to be worn by end users shall not be “bulk ordered” inventory, nor substantially tailored or modified “off the shelf” items to fit personnel as needed, since altering products could potentially change the performance aspects of products originally certified by or verified through the ASTM Verification program.”

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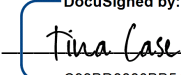
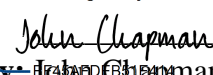
**7. START DATE**

This Amendment shall take effect on the Effective Date.

**8. ORDER OF PRECEDENCE**

Except for the Special Provisions, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Master Agreement, the provisions of this Amendment shall in all respects supersede, govern, and control.

**THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT**

<b>CONTRACTOR</b> <b>Slate Solutions, LLC</b>  <b>By:</b> Tina Case <b>Title:</b> Program Manager  <small>C93BD8880BB5490</small> Signature <b>Date:</b> 3/28/2024	<b>STATE OF COLORADO</b> <b>Jared S. Polis, Governor</b> Department of Personnel and Administration Tony Gherardini, Executive Director  <b>By:</b> John Chapman, State Purchasing Manager  <b>Date:</b> 3/28/2024
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**ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER**

**CRS §24-30-202 requires the State Controller to approve all State contracts. This Amendment is not valid until signed and dated below by the State Controller or delegate.**

**STATE CONTROLLER**  
**Robert Jaros, CPA, MBA, JD**

**By:**   
66856696CC1A9A... Nathan Manley

**Date:** 3/28/2024



**Consent Agenda  
9.7.**

City of North Miami Beach  
17011 NE 19 Avenue  
North Miami Beach, FL 33162  
305-947-7581  
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>	September 17, 2024

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**RE:** Resolution No. R2024-101 Calling for the City of North Miami Beach General Election (Andrise Bernard, MMC, City Clerk)

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**Description**

**BACKGROUND**                      None.

**ANALYSIS:**

**RECOMMENDATION:** Approval.

**FISCAL/ BUDGETARY**

**IMPACT:**

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**ATTACHMENTS:**

Description

☐ Resolution No R2024-XX General Election

**RESOLUTION NO. R2024-XX**

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH CALLING FOR A GENERAL ELECTION TO BE HELD ON NOVEMBER 5, 2024 FOR THE PURPOSE OF ELECTING PERSONS TO FILL FOUR CITY COMMISSION SEATS (GROUPS 1, 3, 5 AND 7); PROVIDING FOR A RUNOFF ELECTION IF REQUIRED TO BE HELD ON NOVEMBER 19, 2024; PROVIDING FOR CONDUCT OF SAID ELECTIONS BY THE MIAMI-DADE COUNTY ELECTIONS DEPARTMENT; PROVIDING THAT VOTING PRECINCTS FOR SAID ELECTIONS SHALL BE THOSE AS ESTABLISHED BY MIAMI-DADE COUNTY; PROVIDING FOR NOTICE OF SAID ELECTIONS; PROVIDING FOR THE FORMS OF BALLOT; AND PROVIDING FOR PAYMENT FOR CONDUCTING ELECTIONS TO MIAMI-DADE COUNTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Section 4.1 of the Charter of the City of North Miami Beach (the "City") provides that the City shall conduct general elections every even-numbered year on the first Tuesday following the first Monday in November for staggered City Commission seats; and

**WHEREAS**, in 2024, the Commission seats for Groups 1, 3, 5 and 7 are slated for election; and

**WHEREAS**, more than one candidate has filed and qualified for each of the aforementioned seats, requiring the calling of a general election that includes each of these seats and the corresponding run-off date, if necessary; and

**WHEREAS**, by way of this Resolution, and pursuant to the Charter and Code of Ordinances, the Commission hereby calls the 2024 General Municipal Election and makes provisions therefor.

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

**Section 1.    Recitals.** The foregoing recitals are hereby adopted, confirmed, and

incorporated herein and made a part hereof by this reference.

**Section 2.**     **Calling for 2024 General Election.** In accordance with provisions of the Charter of the City of North Miami Beach, Florida, a General Election is hereby called and directed to be held in the City of North Miami Beach, Florida, from 7:00 a.m. to 7:00 p.m. on November 5, 2024, for the purpose of electing four City Commissioners in Groups 1, 3, 5, and 7 respectively, each of whom shall hold office for the 4-year terms as provided by City Charter section 4.2. If required, pursuant to provisions of the City Charter, a Runoff Election shall be held from 7:00 a.m. to 7:00 p.m. on November 19, 2024.

**Section 3.**     **Performance of Election.** The 2024 General Election and the Runoff Election, along with any Early Voting, Vote-by-Mail, and/or Provisional Ballot Voting, shall be conducted by the Miami-Dade County Supervisor of Election and Elections Department, with acceptance of the certification of the results of said elections to be performed by the City Commission. The official returns for each precinct shall be furnished to the City Clerk of the City of North Miami Beach as soon as the ballots from all precincts have been tabulated.

**Section 4.**     **Notice.** The Notice of Elections shall be substantially in the following form:

**THE CITY OF NORTH MIAMI BEACH, FLORIDA**  
**NOTICE OF GENERAL**  
**(AND RUNOFF ELECTION, IF REQUIRED)**

NOTICE IS HEREBY GIVEN THAT A GENERAL ELECTION HAS BEEN CALLED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AND WILL BE HELD IN SAID CITY FROM 7:00 A.M. UNTIL 7:00 P.M. ON THE 5th DAY OF NOVEMBER, 2024 FOR THE PURPOSE OF ELECTING PERSONS TO FILL THE SEATS OF THE

COMMISSIONERS FOR GROUPS 1, 3, 5 AND 7, EACH OF WHOM SHALL HOLD OFFICE FOR 4-YEAR TERMS AS PROVIDED BY LAW; A RUNOFF ELECTION, IF REQUIRED, SHALL BE HELD FROM 7:00 A.M. UNTIL 7:00 P.M. ON NOVEMBER 19, 2024.

**Section 5. Polling Places.** In accordance with City Code Section 7-2, the City (in coordination with the Miami-Dade County Department of Elections) has designated the following seven (7) polling places within the City at which City residents shall vote in the subject November 5, 2024, City election and November 19, 2024, Runoff Election (if required).

<b>POLLING PLACE</b>	<b>PRECINCT NUMBER(S)</b>
MARJORIE AND WILLIAM MCDONALD CENTER (adjacent to City of North Miami Beach City Hall)	<b>109,115, 123</b>
ULETA COMMUNITY CENTER	<b>116,117</b>
FULFORD UNITED METHODIST CHURCH	<b>121</b>
ALLEN PARK COMMUNITY CENTER	<b>126</b>
EDEN ISLES CONDOMINIUM RECREATION HALL	<b>124</b>
HIGHLAND VILLAGE COMMUNITY CENTER	<b>125, 175</b>
WASHINGTON PARK COMMUNITY CENTER	<b>127</b>

The City Clerk shall cause sufficient notice to be published to advise City voters of the subject Election dates, related registration information, and above-designated polling places/precincts. Such notice shall be made in accordance with the provisions of Section 100.342, Florida Statutes. Each of said voting precincts in the City for the General Election and Run-off Election shall be as established by the proper and appropriate procedures of the Miami-Dade County Supervisor of Elections and Elections Department. All electors shall vote in a manner determined by Miami-

Dade County.

**Section 6.** **Ballot.** The official ballot for the 2024 General Election and Runoff Election, if required, shall be created by Miami-Dade County in accordance with Chapter 100, Florida Statutes, listing each Commission Group number followed by the name of the candidates for that particular seat. The City Clerk shall assist the County Elections Department in preparing the ballots for the General and the Runoff Election so that the names of qualified candidates will appear on said ballots in alphabetical order according to surname; provided, however, the form of the ballots to be used in said Elections and their preparation, shall be in compliance with all statutory requirements relating to the use of mechanical or other approved voting machines or devices.

**Section 7.** **Payment of Expenses.** That the City of North Miami Beach shall pay all expenses for conducting this General and Runoff Election, and will pay to Miami-Dade County or directly to all persons or firms, upon receipt of invoice or statement approved by the Supervisor of Elections of Miami-Dade County, Florida.

**Section 8.** **Severability.** If any section, sentence, clause or phrase of this Resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Resolution.

**Section 9.** **Implementation.** The City Manager, City Attorney, and City Clerk are hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution.

**Section 10.** **Effective Date.** This Resolution shall be effective immediately upon its passage.

**APPROVED AND ADOPTED** by the City Commission of the City of North Miami Beach, Florida at regular meeting assembled this the **17th day of September, 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:

GREENSPOON MARDER, LLP

BY: \_\_\_\_\_  
CITY ATTORNEYS

SPONSORED BY: Mayor and City Commission





**Quasi-Judicial Legislation**  
**10.1.**

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

**MEMORANDUM**

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<b>TO:</b>	Mayor and City Commission
<b>FROM:</b>	Edward Ng, Interim Community Development Director
<b>VIA:</b>	City Manager Mario Diaz
<b>DATE:</b>	September 17, 2024

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**RE:** Resolution No. R2024-102 World Class Properties Request for Four Variances and Site Plan Approval (Edward Ng, Interim Community Development Director)

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**Description**

**BACKGROUND ANALYSIS:**

The Property consists of one parcel located at 1400 NE 171 Street. Currently, the Property is vacant. The applicant proposes a 3-floor apartment building with 3 living units consisting of 2 bedrooms and a loft each. Each unit is approximately 1,120 sq. ft and will have 2 bathrooms. The applicant will provide 9 parking spaces and requests 4 variances for minimum lot area, interior setback, corner setback, and lot width.

**RECOMMENDATION:**

**FISCAL/ BUDGETARY IMPACT:**

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**ATTACHMENTS:**

**Description**

- Staff Report
- Resolution
- Memo



# 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  
(305) 354-4456

### CITY COMMISSION MEETING

<b>Meeting:</b> 08/27/2024	<b>File No:</b> 21-13	<b>Application Name:</b> World Class Properties
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**General Data**

**Applicant:** Ceasar Mestre Jr.  
**Location:** 1400 NE 171 Street  
**PCN:** 07-2208 -006-0620  
**Property Size:** 6,525 sq. ft.  
**FLUM:** Residential High Density  
**Zoning:** RM 23 Residential Mid-Rise Multifamily (High Density) District  
**Adjacent Zoning:**

- **North:** RS-2
- **East:** RS-4
- **West:** Miami Dade County
- **South:** Miami Dade County



**Existing Land Use:** Vacant  
**Proposed Land Use:** 3-Floor Residential Building  
**Proposed Residential Units:** 3

**The item before the Commission:**

The item before the City Commission is a request for 4 Variances and Site Plan Approval for the construction of a 3-floor building with 3 living units.

**Optional Commission Motions:**

1. **Move to continue** with direction.
2. **Move approval** of the Site Plan and Variance (File# 21-13) requested for the “World Class Properties” development located at 1400 NE 171 Street, by finding that the request is consistent with the Comprehensive Plan and meets the criteria set forth in the Zoning and Land Development Code.
3. **Move denial** of the Site Plan and Variance (File# 21-13) requested for the “World Class Properties” development located at 1400 NE 171 Street, 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.

**Background:**

The Property consists of one parcel located at 1400 NE 171 Street. Currently, the Property is vacant. The applicant proposes a 3-floor apartment building with 3 living units consisting of 2 bedrooms and a loft each. Each unit is approximately 1,120 sq. ft and will have 2 bathrooms. The applicant will provide 9 parking spaces and requests 4 variances for minimum lot area, interior setback, corner setback, and lot width.

<p><b>Project Planner:</b></p> <p style="text-align: center;">City of North Miami Beach Community Development Department Planning &amp; Zoning Division</p>	<p><b>Review Dates:</b></p> <p style="text-align: center;"><u>Planning &amp; Zoning Board:</u> June 10, 2024</p> <p style="text-align: center;"><u>City Commission:</u> August 27, 2024</p>	<p><b>Attachments</b></p> <ol style="list-style-type: none"> <li>1. Draft Resolution</li> <li>2. Site Plan</li> </ol>
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**Site Plan Analysis:**

**Compliance with the Zoning and Land Development Regulations (ZLDC):**

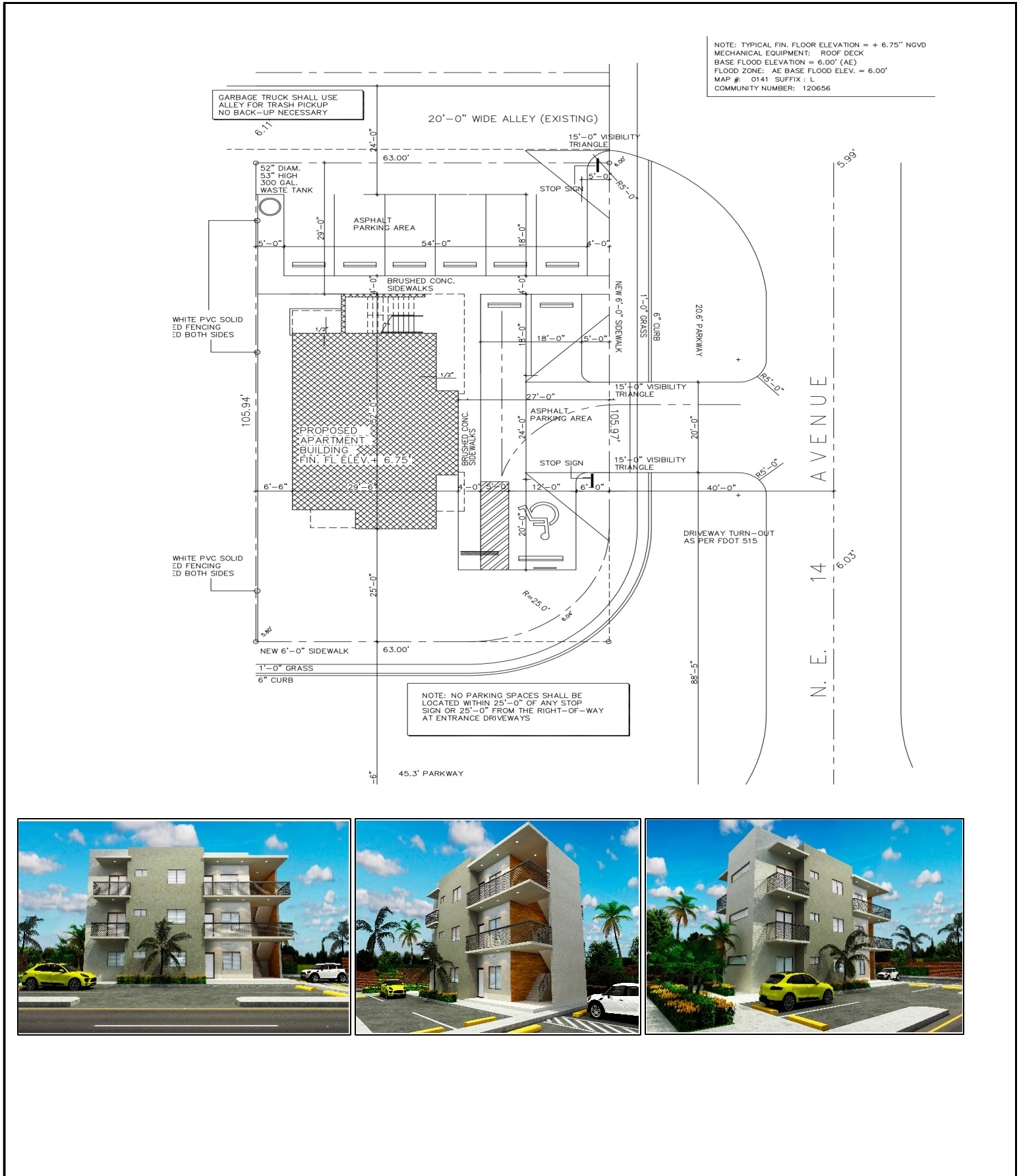
Items identified in the Land Development Regulations shall specifically be addressed by the body taking final action on the site and development application/request.

Pursuant to Section 24-48(A) **Purpose and Intent.** *The purpose and intent of this district is to provide suitable sites for the development of well planned, environmentally compatible high density multifamily residential use in areas consistent with the City's Comprehensive Plan Land Use Element. The density shall not exceed twenty-three (23) units per net acre.*

- The proposed development consisting of a 3-story residential building and 9 parking spaces, with a total of 3 units, complies with the purpose and intent of the RM-23 District. The density of the proposed development does not exceed 23 units per net acre.

Section 24-48(B) lists the **permitted uses** in the RM-23 Residential Mid-Rise Multifamily (High Density) District.

- The project proposes a multifamily residential development consisting of one, three-story building with a total of 3 units and 6,525 square feet in accordance with the list of permitted uses in ZLDC 24-48(B).



NOTE: TYPICAL FIN. FLOOR ELEVATION = + 6.75' NGVD  
 MECHANICAL EQUIPMENT: ROOF DECK  
 BASE FLOOD ELEVATION = 6.00' (AE)  
 FLOOD ZONE: AE BASE FLOOD ELEV. = 6.00'  
 MAP # : 0141 SUFFIX : L  
 COMMUNITY NUMBER: 120656

NOTE: NO PARKING SPACES SHALL BE LOCATED WITHIN 25'-0" OF ANY STOP SIGN OR 25'-0" FROM THE RIGHT-OF-WAY AT ENTRANCE DRIVEWAYS



### **Variances Review Analysis**

Pursuant to ZLDC Section 24-176 (B), variance requests are reviewed in accordance with the following standards:

- A non-use variance to the terms of this Code that will not be contrary to the public interest may be recommended by the Planning and Zoning Board, except as provided in Section 24-176.1, granted by the City Commission in compliance with the requirements of the City Charter in this Code, upon a showing by the applicant that the non-use variance maintains.
- The basic intent and purpose of the zoning, subdivision, and other land use regulations is to protect the general welfare of the public, particularly as it affects the stability and appearance of the community and provided that the non-use variance will be otherwise compatible with the surrounding land uses and would not be detrimental to the community.
- No showing of unnecessary hardship to the land is required. For the purpose of this subsection, the term "non-use variances" involves matters such as setback lines, frontage requirements, subdivision regulations, height limitations, lot size restrictions, yard requirements, and other variances which have no relation to change of use of the property in question.
- Appropriate conditions and safeguards, in conformity with the Code, may be prescribed as a condition of the granting of the variance, and violation of such conditions shall be deemed a violation of this Code.
- The nonconforming use of adjacent lands, structures, or buildings shall not be considered grounds for the authorization of a variance.

#### **Variance #1: Minimum Lot Area**

Pursuant to Section 24-48(D)(2) a minimum lot area of 15,000 square feet is required.

The Applicant is seeking a non-use variance to permit the allowance of a lot area of 6,525 square feet, where 15,000 square feet is required.

- **Staff Recommendation:** Staff recommends approval of the lot area variance. If granted, the proposed non-use variance does not appear to affect the stability and appearance of the community or create any incompatibility with the surrounding land uses.

#### **Variance #2: Interior Side Setback**

Pursuant to Section 24-48(D)(4) an interior side setback of 20 feet is required for a 3-story building.

The Applicant is seeking a non-use variance to permit the allowance of an interior setback of 6'6", where 20 feet is required.

- **Staff Recommendation:** Staff recommends approval of the interior setback variance. If granted, the proposed non-use variance does not appear to affect the stability and appearance of the community or create any incompatibility with the surrounding land uses.

**Variance #3: Corner Setback**

Pursuant to Section 24-48(D)(4) a side corner setback of 30 feet is required for a 3-story building.

The Applicant is seeking a non-use variance to permit the allowance of a corner setback of 27 feet, where 30 feet is required.

- **Staff Recommendation:** Staff recommends approval of the corner setback variance. If granted, the proposed non-use variance does not appear to affect the stability and appearance of the community or create any incompatibility with the surrounding land uses.

**Variance #4: Lot Width**

Pursuant to Section 24-48(D)(3) a minimum lot width of 100 feet is required.

The Applicant is seeking a non-use variance to allow for a lot width of 63 feet, where 100 feet is required.

- **Staff Recommendation:** Staff recommends approval of the lot width variance. If granted, the proposed non-use variance does not appear to affect the stability and appearance of the community or create any incompatibility with the surrounding land uses.



**Site Development Standards:**

The following tables compares each building’s compliance with the development standards listed in Figures and Tables listed in section 24-48: project design to the minimum and maximum development standards for the RM-23 zoning district set forth in ZLDC Section 24-48.

Building – Site Development Standards

The building is a 3-story structure with 3 residential units and 6,525 sq. ft.

CURRENT USE OF PROPERTY:	VACANT	
CURRENT ZONING:	RM-23	
MAXIMUM DENSITY ALLOWED:	3 UNITS ALLOWED	
DENSITY PROVIDED	3 UNITS	
WATER AND SEWER PROVIDER:	MIAMI DADE COUNTY	
SITE AREA		
MINIMUM LOT AREA:	15,000 SQFT	
LOT AREA PROVIDED:	6,525 SQFT	
BUILDING COVERAGE:		
MAX. ALLOWED:	1,631 SQFT ( 25 %)	
PROVIDED:	1,550 SQFT ( 23.7 %)	
NUMBER OF UNITS:	3 UNITS ( 3 BR. / 2 BATHS)	
FLOOR AREA PER UNIT:	1,120 SQFT	
SITE DENSITY (GROSS):	71 %	
SITE DENSITY (NET):	51.4 %	
PARKING SPACES:	3 UNITS ( 2 BR. / 2 BATHS)	
REQUIRED:	5	
PROVIDED:	5	
BUILDING HEIGHT ABOVE GRADE:	35’-0” ( 3 STORIES)	
STRUCTURE LENGTH:	52’-0”	
NUMBER OF STORIES:	3 STORIES	
SETBACKS:	3 UNITS ( 3 BR. / 2 BATHS)	
FRONT SIDE:	25’-0” REQUIRED	25’-0” PROVIDED
INTERIOR SIDE:	20’-0” REQUIRED	7’-6” PROVIDED
REAR SIDE:	25’-0” REQUIRED	29’-0” PROVIDED
SIDE CORNER:	30’-0” REQUIRED	26’-0” PROVIDED
VEHICULAR AREA:	2,450 SQFT	37.5% OF SITE
OPEN SPACE AREA:	1150 SQFT	17.6% OF SITE
LANDSCAPE AREA:	2,510 SQFT	38.4% OF SITE

**Flood Resistant Development Standards**

Pursuant to ZLDC Section 24-113 (C)(5)(a), **Flood Resistant Development**, For buildings located in special flood hazard areas, the minimum lowest floor elevation (or height of dry floodproofing of nonresidential buildings) shall be at or above the higher of the following:

- i. The elevation required by the Florida Building Code; or
- ii. Twelve (12) inches (one- and two-family dwellings) or six (6) inches (all other buildings) above:
  - a. The elevation of back of adjacent sidewalk;
  - b. If there is no sidewalk, the elevation of highest crown of road or street abutting building site;
  - c. If road has no crown, the highest edge of road cross section.

- **Findings:** Complies. The subject site complies with the required elevation and has received an elevation certificate from the Federal Emergency Management Agency. The applicant will be required to demonstrate compliance with the Finished Floor Elevation requirements for developments outside of the SHHA during the building permit review process.

**Height Standards**

Pursuant to ZLDC Section 24-48 (D)(5) **Height Standards**. The height of buildings shall be measured in stories and in feet. The maximum overall building height shall not exceed the maximum building height allowed for the district. Additionally, the following shall apply (1) **Building height** is the vertical distance above the centerline of the adjacent fronting road to the highest point of the building, or in the case of pitched roofs, to the average height between the bottom of the eave and the peak of the roof. In a Special Flood Hazard Area (SFHA) the building height shall be measured from the minimum finished flood elevation required in the SFHA. Only accessory structures permitted elsewhere in these regulations to extend beyond the height of the building are exempt from the maximum allowable building height requirements.

Building	Building Height Allowed	Building Height Proposed	Notes
1	3 stories/ 35 ft.	3 stories/ 35 ft.	Complies

- **Findings:** Complies. The plans provided show the height for each building proposed, measured from the ground floor elevation to the top of the parapet. The proposed building height is summarized above and was determined to be in compliance with the ZLDC height standards.

Pursuant to ZLDC Section 24-48 (D)(8), **Dwelling Units**. Dwelling units shall not be less than nine hundred (900) square feet for a two-bedroom unit.

- **Findings:** Complies. The applicant is proposing a dwelling unit size of 1,120 sq. ft for each unit. Pursuant to ZLDC Section 24-48 (D)(8) and the plans on file the project complies with the minimum dwelling unit size requirement.



**Parking Analysis**

Building	Use	Formulas	Required	Provided
1	3 Residential Units	Residential: 1.5 spaces per 2 bedroom unit	4.5 spaces	9 Total Spaces 1 ADA Space

Pursuant to ZLDC Section 24-92(D)(1), **Location of Residential Parking**, required parking for all residential uses shall be located on the same parcel of property that they are intended to serve.

- **Findings:** Complies. The Applicant is proposing for all parking to be located on the same parcel of property that they are intended to serve.

**Supplemental Regulations:**

Pursuant to Ord. Section 24-82 (A)(2) **Vision Clearance**, when a public street, alley, or accessway intersects another public street, all fences, signs, walls, or landscaping elements within the triangular areas created by such intersections as defined below shall provide unobstructed vision clearance at an elevation of from three (3) to six (6) feet in height from the finished grade of the abutting roadways subject also to the following:

- (2) Intersection of an alley or accessway with a public street: As defined above, except that the two (2) equal sides of the triangular area shall be fifteen (15) feet in length.

- **Findings:** Complies. The applicant has provided 15' sight triangles for all public streets, alleys, and accessways that intersect another public street, fence, sign, wall, or landscaping element.

Pursuant to ZLDC Section 24-93 (B), **Traffic Control**. Traffic-control signs and pavement markings shall be used as necessary to ensure safe and efficient circulation within off-street parking areas. All traffic control measures shall be approved by the Director and be based upon the Manual on Traffic Control Devices.

- Sheet PM-1, titled "Pavement Marking & Signage Plan" provided as part of the Civil Plans demonstrates compliance with the traffic control regulations in the code. The applicant has provided the signage and marking necessary for traffic control in the parking areas. The applicant complied with the comments from the City's traffic consultant and exhibited all of the necessary signage to meet compliance.

**Landscape Regulations**

Plans provided by the applicant were reviewed against ZLDC Article XI and Section 24-58(L).

(L) *Landscape Standards.* The following standards shall apply in addition to any applicable standards in Article XI (Landscaping) not modified herein.

- a. *Tree specifications shall be as per Section 24-119 (Minimum Landscaping Requirements for All Zoning Districts:*
  - a. *All required trees shall be field grown and have a minimum caliper or diameter at breast height (D.B.H.) of five (5) inches and be a minimum of eighteen (18) feet in height and eight (8) to ten (10) feet in spread at time of planting.*
  - b. *Required palms shall be field grown and have a minimum of twenty-five (25) feet in height and ten (10) feet of clear wood.*
  - c. *Three (3) palms trees 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 three (3) foot stagger between adjacent palms, but, in no case smaller than twenty-five (25) feet in height.*

	Required	Provided
Maximum lawn area for open space (50%)	1005	780
Number of trees required per lot:	3	5
Existing palms	0	5
Existing trees	0	
Different species	0	2
Street trees 1 every 20' feet	5	4 AND THERE IS NO MORE SPACE
% native required : Number of trees provided x 30%	2	5
% drought tolerant and low maintenance: Number of trees provided x 30%	2	5
Number of shrubs required : 20 PER LOT	20	43
% Native shrubs required: Numbers of shrubs provided x 50%	10	43
% Drought tolerant and low maintenance required : Numbers of shrubs provided x 50% =	10	43

- **Findings:** Complies. The Applicant’s landscape plans were determined to be in compliance with ZLDC Article XI and Section 24-58(L). Additional review of landscaping will be required at building permitting, and a certified landscape architect or certified arborist to report the landscape plan installation was completed in accordance with the approved plans.

Pursuant to Ord. Section 24-130 **On-Site Stormwater Runoff**, the first one (1) inch of rainfall shall be retained on-site through the use of swales, trench drains, retention ponds, and other techniques acceptable to the City Engineer.

- **Findings:** Complies. The City Engineer provided TRAD signoff for the project indicating that the plans provided at the time of TRAD comply with Stormwater regulations.

### **Site Plan Review Standards**

Review Standards. The following standards shall be utilized by all applicable individuals and departments involved in the review and evaluation of required plans and exhibits:

Pursuant to Ord. Section 24-172 (G)(1), **Natural environment:** All proposed development shall be designed in such a manner as to preserve, perpetuate and improve the existing natural character of the site. Existing trees and other landscape features shall, to the maximum extent possible, be preserved in their natural state and additional landscape features shall be provided to enhance architectural features, relate the structural design to the site, and conceal unattractive areas and use. Special attention shall be devoted to natural vegetation along waterfronts.

- The provided Tree Disposition Plan (Sheet L-1.0) shows all trees except for one will be removed from the site-- a removal of approximately 898 square feet. The proposed landscape plan shows that the new trees will adequately replace the square footage of the canopy to be removed. The applicant shall coordinate with the City's Public Works Department for off-site tree removals.

Pursuant to Ord. Section 24-172 (G)(3), **Circulation and parking:** All circulation systems and parking facilities shall be designed and located in such a manner as to comply with subsection (a)-(d).

- **Findings:** Complies. Vehicular circulation for emergency, trash, and passenger vehicles complies with the street regulating diagrams and city code requirements.

Pursuant to Ord. Section 24-172 (G)(4), **Community services and utilities:** All proposed developments shall be designed and located in such a manner as to ensure the adequate provision, use and compatibility of necessary community services and utilities.

- **Findings:** Complies. The Utilities Department provided TRAD signoff for the project indicating that the plans provided at the time of TRAD comply with Section 24-172 (G)(4)

Pursuant to Ord. Section 24-172 (G)(5), **Building and structures:** All buildings and structures proposed to be located within a development shall be oriented and designed in such a manner as to enhance, rather than detract, from the overall quality of the environment. The following guidelines shall be followed in the review and evaluation of all buildings and structures:

- 1) Proposed buildings and structures should be related harmoniously to the terrain, other buildings, and the surrounding neighborhood, and should not create through their location, scale, style, color, or texture incompatible physical or visual relationships.
  - The site plan contemplates minimal impacts of the proposed development on the surrounding neighborhood. The applicant seeks to be consistent with both the height and scale of the neighborhood. A shadow study was provided by the applicant demonstrating minimal impact of the proposed building heights against the neighboring properties.
- 2) Maximum privacy should be incorporated into the design of any individual residential units and related outdoor patios and living areas.
  - Maximum privacy has been incorporated into the design of all private and semi-private areas proposed. Individual residential units contain private balconies and terraces.
- 3) Building location and other site features shall be reviewed in the context of any proposed road widening, particularly the Biscayne Boulevard frontage.
  - No road widening proposed.
- 4) Proposed buildings located in Special Flood Hazard Areas as identified on flood insurance rate maps (FIRM) prepared by the Federal Emergency Management Agency (FEMA) shall have the lowest floor elevated no lower than the level of the base flood elevation.
  - The subject site complies with the required elevation and has received an elevation certificate from the Federal Emergency Management Agency. The applicant will be required to demonstrate compliance with the Finished Floor Elevation requirements for developments outside of the SHHA during the building permit review process.
- 5) Proposed buildings and sites shall be compliant with the Americans with Disabilities Act (ADA) and the Miami-Dade County Code of Ordinances.
  - During the TRAD review process, the applicant proposed building structures that met ADA compliance. The proposed buildings will be reviewed for the Americans with Disabilities Act (ADA) and Miami-Dade County Code of Ordinances during building permit review and shall demonstrate compliance.
- 6) Proposed buildings shall be compliant with the Fair Housing Act as required.
  - The proposal will be reviewed in accordance with the Fair Housing Act during permit review.

Pursuant to Ord. Section 24-172 (G)(7), **Crime Prevention Through Environmental Design (CPTED)**: All proposed development shall be designed to discourage and reduce the possibility of nuisance and criminal activity.

- The police department has reviewed the plans throughout the TRAD process for location, traffic, visibility, windows and doors, security lighting, parking lot lighting, and use of digital security cameras, especially in parking areas and other common areas, including ingress and egress areas. The Police department approved the plans and agreed that the applicant satisfied all of their comments.

**Traffic and Concurrency Regulations:**

- **Findings:** A traffic study was not required per Miami Dade County.



**Comprehensive Plan Consistency:**

The City's Comprehensive Plan and the Florida Statutes establish that a development order and development approved by the City is consistent with the adopted comprehensive plan if the land uses, densities or intensities, capacity or size, timing, and other aspects of development permitted by such order or approval are compatible with and further the objectives, policies, land uses, and densities or intensities established in the comprehensive plan and land development regulations. This project is consistent with and furthers the following policies of the North Miami Beach Comprehensive Plan:

**Future Land Use Element**

**Policy 1.1.4:** The Land Development Regulations shall continue to specify that no development permit shall be issued unless assurance is given that the public facilities necessitated by the project in order to meet adopted level of service standards will be in place within the required time period. A concurrency management system shall be included that specifies the latest DCA criteria for what constitutes assurance other than budgeted projects or signed development agreements.

**Policy 1.8.2:** The following land use densities, intensities and approaches shall be incorporated in the Land Development Code. Building height is defined as the vertical distance above the centerline of the adjacent fronting road to the highest point of the building, except that in a Special Flood Hazard Area (SFHA) the building height shall be measured from the minimum finished flood elevation required in the SFHA, less those structures permitted elsewhere in these regulations to extend beyond the height of the building. Home occupation uses are conditionally allowed in all residential categories.

Residential High Density: In addition to the above housing types and densities, multifamily units up to 32 units per acre.

**Transportation Element**

**Policy 1.5.5:** Where appropriate, the City will require new development and redevelopment to provide sidewalks abutting public streets adjacent to the development.

**Public Notices:**

- ✓ Public Notice was posted at the property by 05/30/2024 for the June Planning and Zoning Board Meeting.

**RESOLUTION NO. R20XX-XX**

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING/DENYING A VARIANCE FROM SECTION 24-48(D)(2) TO ALLOW A MINIMUM LOT AREA OF SIX THOUSAND FIVE HUNDRED AND TWENTY FIVE (6,525) SQUARE FEET, IN LIEU OF THE REQUIRED FIFTEEN THOUSAND (15,000) SQUARE FEET; APPROVING/DENYING A VARIANCE FROM SECTION 24-48(D)(4), TO ALLOW FOR AN INTERIOR SIDE SETBACK OF SIX (6) FEET SIX (6) INCHES, WHERE TWENTY (20) FEET IS REQUIRED; APPROVING/DENYING A VARIANCE FROM SECTION 24-48(D)(4) TO WAIVE THE THIRTY (30) FOOT CORNER SETBACK TO PERMIT A TWENTY SEVEN (27) FOOT SETBACK; APPROVING/DENYING A VARIANCE FROM SECTION 24-48(D)(3) TO ALLOW FOR A MINIMUM LOT WIDTH OF SIXTY THREE (63) FEET, WHERE ONE HUNDRED (100) FEET IS REQUIRED; AND APPROVING/DENYING THE SITE PLAN APPLICATION FOR THE CONSTRUCTION OF A THREE (3) STORY, THREE (3) UNIT BUILDING, CONSISTING OF TWO (2) BEDROOMS, AND A LOFT EACH, LOCATED AT 1400 NE 171 STREET; PROVIDING FOR FINDINGS OF FACT; CONFIRMING EXPIRATION AND LIMITATION OF APPROVAL; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of North Miami Beach (“City”) Code of Ordinances, Chapter 24, “Zoning and Land Development Code” (the “ZLDC”), Article XV, “Other Development Review Procedures,” Section 24-172, “Site Plan Review” provides that site plan approval is required for new developments, any significant shift in the type of land use that involves major interior alteration, and any change in required parking or other similar impact determined to be significant by the Community Development Director; and

**WHEREAS**, Ceasar Mestre, Jr., on behalf of World Class Properties Investments LLC. (the “Applicant”), requests site plan approval and four (4) non-use variances to construct a three (3) story, development with three (3) residential units located at 1400 NE 171 Street; and

**WHEREAS**, Section 24-176 of the ZLDC provides that the City Commission may grant a variance based on its determination that the Applicant has demonstrated that the necessary criteria identified in the ZLDC have been satisfied; and

**WHEREAS**, the Applicant requests a non-use variance from Section 24-48(D)(2), to allow for a minimum lot area of 6,525 square feet, where 15,000 square feet is required; and

**WHEREAS**, the Applicant requests a non-use variance from Section 24-48(D)(4), to allow for an interior side setback of 6 feet 6 inches, where 20 feet is required; and

**WHEREAS**, the Applicant requests a non-use variance from Section 24-48(D)(4), to allow for a corner setback of 27 feet, where 30 feet is required; and

**WHEREAS**, the Applicant requests a non-use variance from Section 24-48(D)(3), to allow for a lot width of 63 feet, where 100 feet is required; and

**WHEREAS**, after a duly noticed public hearing held on June 10<sup>th</sup>, 2024, the Planning and Zoning Board by a vote of 5 to 0, recommended Approval of the site plan and non-use variances, subject to the conditions set forth and included below in Section 2; and

**WHEREAS**, the City Commission conducted a duly noticed public hearing in accordance with the law; and

**WHEREAS**, the Mayor and City Commission finds that the proposed Site Plan application and four (4) non-use variances are consistent with the North Miami Beach Comprehensive Plan and are in the best interests of the City.

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

**Section 1. Recitals.** The foregoing recitals are confirmed, adopted, and incorporated herein and made a part hereof.

**Section 2. Decision.** Pursuant to Section 24-172 and Section 24-176 of the Zoning and Land Development Code, the following site plan attached and incorporated by reference as Exhibit “B,” legally described in Exhibit “A,” is hereby approved, subject to the following conditions:

**Project Conditions:**

1. The proposed loading, including trash pickup should be limited to non-peak hours. Peak hours of the adjacent street network are between 7:00 and 9:00 a.m. and 4:00 and 6:00 p.m.

**General Conditions:**

1. Prior to issuance of any Master Building Permit, the Applicant shall execute a covenant running with the land, binding upon its heirs, successors, and assigns, subject to the approval of the City Attorney, which shall be recorded in the public records of Miami- Dade County, Florida, at Applicant's sole expense, containing all of the conditions and provisions required by this Resolution. This recorded covenant may be amended from time to time and shall be re-recorded after each amendment at the Applicant's sole expense, subject to the approval of the City Attorney
2. Construction of the proposed project shall be in conformance with the following certified plans signed by the Community Development Director on file with the City of North Miami Beach Community Development Department Planning & Zoning Division with file number 21-13.



3. Prior to the issuance of the Master Building Permit, the Applicant shall submit a Site Management Plan and a Temporary Construction Fencing plan pursuant to Section 16-5 of the North Miami Beach Code of Ordinances.
4. All representations proffered by the Applicant's representatives as a part of the application review at the Planning and Zoning Board and City Commission public hearings.
5. Substantial modifications to the plans submitted and approved as part of the application may require the Applicant to return to the Planning and Zoning Board and Mayor and City Commission for approval. Insubstantial changes shall include proportionate reductions in residential units and parking spaces by less than 5% of the total proposed project, changes that do not alter the project by more than 5% of lot coverage, setbacks, height, density and intensity calculations so long as the proposed amendment does not cause an increase in the number of average daily trips; does not alter the location of any points of ingress, egress, access and vehicular and pedestrian patterns to the site; and does not violate any condition placed upon the site plan as originally approved. Insubstantial changes may be administratively approved by the City Manager or designee. Any de minimis amendments to the plans or site plans which cannot be resolved administratively shall be returned to the Mayor and City Commission for a formal review. However, under no circumstances, may any plans, site plans, building, structure, or project be administratively altered by more than 5% lot coverage, setbacks, height limitations, as well as density or intensity calculations set forth in a previously approved site plan.
6. The Applicant shall remove all public hearing signage no later than 48 hours after the final public hearing by the City Commission for the development project.
7. No later than 90 days following the final City Commission approval, the Applicant shall enter into an agreement with the City to defend, indemnify and hold harmless (using legal counsel acceptable to the City) the City, its agents, servants, and employees, from and against any loss, cost, expense, claim, demand or cause of action of whatever kind or nature arising out of or related to any act or omission related to the variances and for which the City, its agents, servants, or employees, are alleged to be liable or charged with such expense. The Applicant shall pay all costs and expenses related to any legal defense required by the City pursuant to the foregoing.
8. The Applicant shall comply with all applicable conditions and permit requirements of the Miami-Dade County Fire Department, the Water, and Sewer Department, and Department of Regulatory and Economic Resources, the Florida Department of Environmental Protection (FDEP), the Florida

Department of Transportation (FDOT) and any other applicable regulatory agency.

9. The words "Aventura", "Miami Beach," and "Sunny Isles Beach" shall not be used by the applicant immediately preceding or following the Project name. The words "Aventura", "Miami Beach" and "Sunny Isles Beach" shall not be part of the website address for the Project. References in the marketing materials to nearby communities shall be limited to descriptions of entertainment, shopping or dining locations, or other landmarks; the Applicant shall identify the Project as being in the City of North Miami Beach, Florida.
10. The Applicant shall post a sign on-site providing contact information in case of any complaint or concern during construction. The sign shall be removed upon the earlier of the City's issuance of a temporary or full Certificate of Occupancy.
11. The Applicant must join the NMBPD Trespass After Warning Program, provide the NMBPD with access to the property at all times, and a safety plan; participate in the NMBPD Rapid Response Training Program; link the alarm systems directly to the NMBPD; and keep former employee information on file after the termination of employment.
12. The Applicant, its successors, and assigns shall comply with all City ordinances applicable to development and permit approvals at the time of the approval of the Resolution, and in the event the Master Building Permit expires, all approvals and prior fees paid, shall be subject to forfeiture. This shall not be applied to the City of North Miami Beach impact fees paid, which would not be refunded but would be credited to the property for any subsequent development.
13. The Applicant shall obtain a Certificate of Occupancy and Certificate of Use from the City upon compliance with all terms and conditions. The Certificate of Use shall be subject to review upon violation of any of the conditions, in accordance with the law.
14. Upon issuance of a hurricane warning by the National Weather Service or similar agency, all removable items from pool decks, roof decks, and other outdoor spaces shall be immediately removed and secured.

**Section 3. Findings of Fact.** The Mayor and City Commission make the following FINDINGS OF FACT based upon the substantial competent evidence provided:

The requested site plan meets the applicable Site Plan Review Standards provided for in Section 24-172 of the Code of Ordinances of the City of North Miami Beach. The requested site plan approval is not contrary to the public interest or detrimental to the community and is compatible with the surrounding land uses while maintaining the basic intent and purpose of the zoning and land

use regulations.

**Section 4. Non-Use Variance from Section 24-48(D)(2)** The Mayor and City Commission make the following FINDINGS OF FACTS from Section 24-176(B) based on the substantial competent evidence provided:

The requested non-use variance from Section 24-48(D)(2) to allow for a minimum lot area of 6,525 square feet, where 15,000 square feet is required, maintains the basic intent and purpose of the applicable zoning, subdivision, and other land use regulations. Moreover, the requested variance is not contrary or detrimental to the public interest because the proposed use and design are compatible with the surrounding land uses and is in keeping with the surrounding properties.

**Section 5. Non-Use Variance from Section 24-48(D)(4)** The Mayor and City Commission make the following FINDINGS OF FACTS from Section 24-176(B) based on the substantial competent evidence provided:

The requested non-use variance from Section 24-48(D)(4) to allow to allow for an interior side setback of 6 feet 6 inches, where 20 feet is required, maintains the basic intent and purpose of the applicable zoning, subdivision, and other land use regulations. Moreover, the requested variance is not contrary or detrimental to the public interest because the proposed use and design are compatible with the surrounding land uses and is in keeping with the surrounding properties.

**Section 6. Non-Use Variance from Section 24-48(D)(4)** The Mayor and City Commission make the following FINDINGS OF FACTS from Section 24-176(B) based on the substantial competent evidence provided:

The requested non-use variance from Section 24-48(D)(4) to allow for a corner setback of 27 feet, where 30 feet is required, maintains the basic intent and purpose of the applicable zoning, subdivision, and other land use regulations. Moreover, the requested variance is not contrary or detrimental to the public interest because the proposed use and design are compatible with the surrounding land uses and is in keeping with the surrounding properties.

**Section 7. Non-Use Variance from Section 24-48(D)(3)** The Mayor and City Commission make the following FINDINGS OF FACTS from Section 24-176(B) based on the substantial competent evidence provided:

The requested non-use variance from Section 24-48(D)(3), to allow for a lot width

of 63 feet, where 100 feet is required, maintains the basic intent and purpose of the applicable zoning, subdivision, and other land use regulations. Moreover, the requested variance is not contrary or detrimental to the public interest because the proposed use and design are compatible with the surrounding land uses and is in keeping with the surrounding properties.

**Section 8. Time for Building Permit.** Pursuant to Section 24-172(I) of the Code of Ordinances of the City of North Miami Beach, the site plan shall remain valid for a period of 18 months from the date of approval with a master building permit issuance required, unless extended pursuant to ZLDC Section 24-172 (I), or applicable State Law. If a master building permit is not issued prior to the expiration of the resolution, the site plan approval, including any development right entitlements and any subsequent phasing, shall be considered null and void. If a site plan expires, a new submittal shall be required with board approvals. Minor site plan modifications which do not require board approvals would still be required to adhere to the original site plan approval expiration date. Major site plan modifications which require board approvals will receive a new 18- month period starting from the date of the modified final site plan approval. Additionally, if at any time a building permit lapses, the site plan, including all phases thereof, shall be considered null and void.

**Section 9. Limitation of Approval.** The issuance of this development permit does not in any way create a vested right(s) on the part of the Applicant to obtain a permit from a county, state, or federal agency, and does not create any liability on the part of the municipality for issuance of the permit if the Applicant fails to obtain requisite approvals or does not fulfill the obligations imposed by a county, state or federal agency or undertakes actions that result in a violation of county, state, or federal law.

**Section 10. Conflicts.** All resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

**Section 11. Effective Date.** This Resolution shall be in force and take effect immediately upon its passage and adoption.

[SIGNATURE PAGE TO FOLLOW]

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

GREENSPOON MARDER, LLP

BY: \_\_\_\_\_  
CITY ATTORNEYS

Sponsored By:

**QUASI JUDICIAL:**

COMMISSIONERS	YES	NO	ABSTAIN	ABSENT
Mayor Evan S. Piper				
Vice-Mayor McKenzie Fleurimond				
Commissioner Jay Chernoff				
Commissioner Daniel Jean				
Commissioner Michael Joseph				
Commissioner Phyllis Smith				
Commissioner Fortuna Smukler				

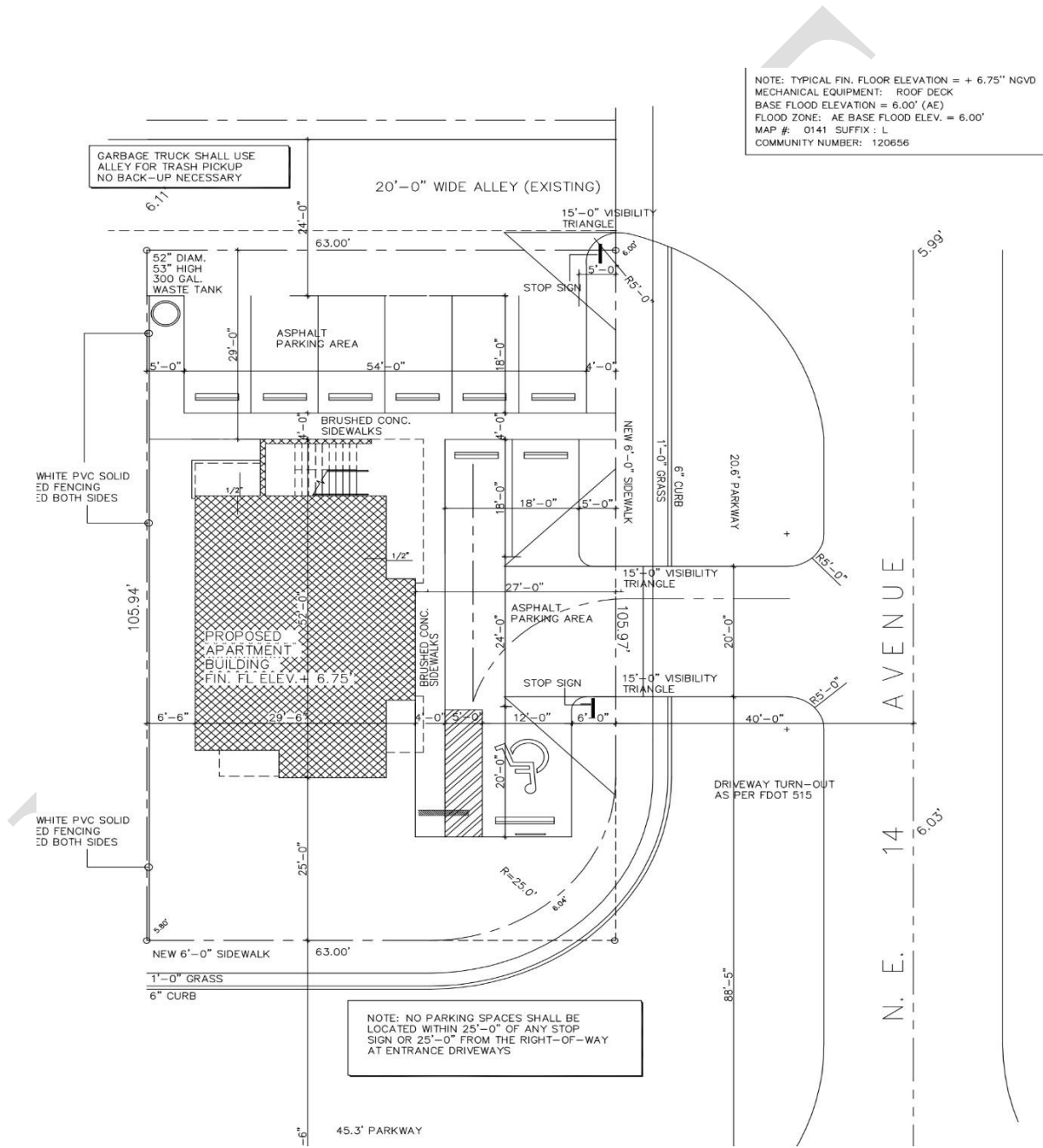
**Exhibit "A"**  
**LEGAL DESCRIPTION**

**Folios:** 07-2208-006-0620

LOT 1, BLOCK 133, OF FULFORD BY THE SEA SECTION 0, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 10, AT PAGE 27 OF THE PUBLIC RECORDS OF MIAMI DADE COUNTY, FLORIDA

DRAFT

### Exhibit "B" SITE PLAN



NOTE: TYPICAL FIN. FLOOR ELEVATION = + 6.75" NGVD  
 MECHANICAL EQUIPMENT: ROOF DECK  
 BASE FLOOD ELEVATION = 6.00' (AE)  
 FLOOD ZONE: AE BASE FLOOD ELEV. = 6.00'  
 MAP #: 0141 SUFFIX : L  
 COMMUNITY NUMBER: 120656

NOTE: NO PARKING SPACES SHALL BE LOCATED WITHIN 25'-0" OF ANY STOP SIGN OR 25'-0" FROM THE RIGHT-OF-WAY AT ENTRANCE DRIVEWAYS



**City of North Miami Beach, Florida**  
**Community Development Department- Planning & Zoning Division**

TO: City Commission

THROUGH: Mario Diaz, City Manager

FROM: Edward Ng, AICP, Interim Community Development Director

CC: David Scott, Deputy Assistant City Manager

DATE: July 18<sup>th</sup>, 2024

SUBJECT: **World Class Properties**

On June 10th, 2024, the Planning and Zoning (PZ) Board approved a draft resolution by a vote of 5 to 0 to approve the Site Plan Application and related Variances for the construction of a 3-floor building with 3 living units, located at 1400 NE 171st Street, by finding that the request is consistent with the Comprehensive Plan and meets the criteria set forth in the Zoning and Land Development Code.

To complete the city's vision of providing suitable sites for the development of well planned, environmentally compatible high density multifamily residential uses, the World Class Properties Project requires approval of its site plan application and four related variances. Currently, the Property is vacant. The Applicant proposes a 3-floor apartment building with 3 living units, consisting of 2 bedrooms and a loft each. Each unit is approximately 1,120 sq. ft and will have 2 bathrooms. The Applicant will provide 9 parking spaces and requests 4 variances for minimum lot area, interior setback, corner setback, and lot width. The requested approval for development is shown in the attached site plan and has been reviewed by City staff and approved by the Planning and Zoning Board.

This legislation provides for text specific to the code which if adopted by reference, will enhance the visual character of the District, and stimulate commercial, high technology and service-based activities, as stated by the Code. These regulations have been checked for conflicts with other regulations of the current zoning code and are found to be consistent with the City's comprehensive plan.

Enclosed is a copy of the draft resolution. Staff finds no conflict with the existing code sections or the City's Comprehensive Plan. Please initial this memo in acknowledgment.

For more information regarding this project, please do not hesitate to contact me at [Destiny.Ferguson@citynmb.com](mailto:Destiny.Ferguson@citynmb.com).





**Quasi-Judicial Legislation**  
**10.2.**

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

**MEMORANDUM**

---

<b>TO:</b>	Mayor and City Commission
<b>FROM:</b>	Edward Ng, Interim Community Development Director
<b>VIA:</b>	City Manager Mario Diaz
<b>DATE:</b>	September 17, 2024

---

**RE:** Resolution No. R2024-103 Ohayon Residence Request for Minimum Rear and Side Setback Variances (Edward Ng, Interim Community Development Director)

---

**Description**

**BACKGROUND ANALYSIS:**

The Property consists of one parcel located at the address: 3380 NE 170th Street. The applicant is seeking relief from code Section 24-41(D)(3), which requires a rear setback of 25 feet, and a side interior setback of 8 feet. The applicant is requesting to reduce both the rear and side setback requirements for the structure to permit an interior setback of zero feet and a rear setback of four feet.

**RECOMMENDATION:** Staff recommends approval of the rear and interior side setback variances for the property located at 3380 NE 170th Street. If granted, the proposed non-use variance does not appear to affect the stability and appearance of the community or create any incompatibility with the surrounding land uses.

**FISCAL/ BUDGETARY IMPACT:**

---

**ATTACHMENTS:**

Description

- Staff Report
- Resolution





# 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  
(305) 354-4456

### CITY COMMISSION MEETING

<b>Meeting:</b> 09/17/2024	<b>File No:</b> 23-23	<b>Application Name:</b> Ohayon Variance
----------------------------	-----------------------	--

#### General Data

**Applicant:** Alter Gambarte  
**Location:** 3380 NE 170th Street  
**PCN:** 07-2210-001-1510  
**Property Size:** 8,800 sq. ft.  
**FLUM:** Residential Low-Density  
**Zoning:** RS-1 Single Family Residential  
**Adjacent Zoning:**

- **North:** N/A
- **East:** RM-19, MU/EWF
- **West:** CON
- **South:** B-2, RM-23

**Existing Land Use:** RS-1 Single Family Residential  
**Proposed Land Use:** RS-1 Single Family Residential  
**Proposed Gross Floor Area for Retail:** N/A  
**Proposed Residential Units:** N/A  
**Dwelling units per acre:** N/A



#### **The item before the Commission:**

The item before the City Commission is a request for an "after the fact" Variance for the approval of a 20' x 14' shade structure built in 2023, located at 3380 NE 170th Street.

#### Optional Commission Motions:

1. **Move to continue** with direction.
2. **Move approval** of the Variance (File# 23-23) requested for the "Ohayon" residence located at 3380 NE 170th Street, by finding that the request is consistent with the Comprehensive Plan and meets the criteria set forth in the Zoning and Land Development Code.
3. **Move denial** of the Variance (File# 23-23) requested for the "Ohayon" residence located at 3380 NE 170th Street, 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.

#### Background:

The Property consists of one parcel located at the address: 3380 NE 170th Street. The applicant is seeking relief from code Section 24-41(D)(3), which requires a rear setback of 25 feet, and a side interior setback of 8 feet. The applicant is requesting to reduce both the rear and side setback requirements for the structure to permit an interior setback of zero feet and a rear setback of four feet.

Project Planner:	Review Dates:	Attachments:
<p><b>Destiny Ferguson</b></p> <p>City of North Miami Beach Community Development Department Planning &amp; Zoning Division</p>	<p><u>Panning &amp; Zoning Board:</u> August 12<sup>th</sup>, 2024</p> <p><u>City Commission:</u> September 17<sup>th</sup>, 2024</p>	<ol style="list-style-type: none"> <li>1. Draft Resolution</li> <li>2. Letter of Intent</li> <li>3. Survey</li> </ol>



**Variations Review Analysis**

Pursuant to ZLDC Section 24-176 (B), variance requests are reviewed in accordance with the following standards:

- A non-use variance to the terms of this Code that will not be contrary to the public interest may be recommended by the Planning and Zoning Board, except as provided in Section 24-176.1, granted by the City Commission in compliance with the requirements of the City Charter in this Code, upon a showing by the applicant that the non-use variance maintains.
- The basic intent and purpose of the zoning, subdivision, and other land use regulations is to protect the general welfare of the public, particularly as it affects the stability and appearance of the community and provided that the non-use variance will be otherwise compatible with the surrounding land uses and would not be detrimental to the community.
- No showing of unnecessary hardship to the land is required. For the purpose of this subsection, the term "non-use variances" involves matters such as setback lines, frontage requirements, subdivision regulations, height limitations, lot size restrictions, yard requirements, and other variances which have no relation to change of use of the property in question.
- Appropriate conditions and safeguards, in conformity with the Code, may be prescribed as a condition of the granting of the variance, and violation of such conditions shall be deemed a violation of this Code.
- The nonconforming use of adjacent lands, structures, or buildings shall not be considered grounds for the authorization of a variance.

**Variance #1: Interior Side Setback Variance**

Pursuant to Section 24-41(D)(3) A rear setback of 25 feet is required.

The Applicant is seeking a non-use variance to permit the allowance of a rear setback of four feet where, 25 feet is required.

**Variance #2: Rear Setback Variance**

Pursuant to Section 24-41(D)(3) A side interior setback of 8 feet is required.

The Applicant is seeking a non-use variance to permit the allowance of an interior setback of zero feet, where 8 feet is required.

- **Staff Recommendation:** Staff recommends approval of the rear and interior side setback variances for the property located at 3380 NE 170th Street. If granted, the proposed non-use variance does not appear to affect the stability and appearance of the community or create any incompatibility with the surrounding land uses.

**Conditions:**

1. In consideration of the approval of this request and/or plans by the Public Works Department of the City of North Miami Beach, the OWNER(s) agree(s) as follows:

To remove, repair and/or replace at Owner's expense, where and when necessary due to utility cut permit or work in the Easement area, the above-mentioned item(s). NOW, THEREFORE, for good and valuable consideration, the owner do(es) hereby declare that these conditions shall be deemed a restrictive covenant running with the development property in favor of the City of North Miami Beach, and shall remain in full force and effect and be binding on the owner,

**Public Notices:**

- ✓ Public Notice was posted at the property by July 31<sup>st</sup>, 2024 for the Planning and Zoning Board meeting.
- ✓ Public Notice was posted at the property by September 6<sup>th</sup>, 2024 for the City Commission meeting.

**RESOLUTION NO. RXX**

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING/DENYING A VARIANCE FROM SECTION 24-41(D)(3) TO ALLOW AN INTERIOR SIDE SETBACK OF FOUR (4) FEET FOR AN ALUMINUM SHADE STRUCTURE, WHERE TWENTY-FIVE (25) FEET IS REQUIRED; APPROVING/DENYING A VARIANCE FROM SECTION 24-41(D)(3) TO ALLOW A REAR SETBACK OF ZERO (0) FEET, WHERE EIGHT (8) FEET IS REQUIRED, LOCATED AT 3380 NE 170<sup>th</sup> STREET; PROVIDING FOR FINDINGS OF FACT; CONFIRMING EXPIRATION AND LIMITATION OF APPROVAL; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Alter Gambarte, on behalf of Jacob K. Ohayon (the “Applicant”), requests approval of two (2) non-use variances to approve an “after the fact” shade structure; and

**WHEREAS**, Section 24-176 of the Zoning and Land Development Code (ZLDC) provides that the City Commission may grant a variance based on its determination that the Applicant has demonstrated that the necessary criteria identified in the ZLDC have been satisfied; and

**WHEREAS**, the Applicant requests a non-use variance from Section 24-41(D)(3), to allow a rear setback of 4 feet, where 25 feet is required; and

**WHEREAS**, the Applicant requests a non-use variance from Section 24-41(D)(3), to allow an interior side setback of 0 feet, where 8 feet is required; and

**WHEREAS**, after a duly noticed public hearing held on August 12<sup>th</sup>, 2024, the Planning and Zoning Board by a vote of 7 to 0, recommended Approval of the non-use variance, subject to the conditions set forth and included below in Section 2; and

**WHEREAS**, the City Commission conducted a duly noticed public hearing in accordance with the law; and

**WHEREAS**, the Mayor and City Commission find that the proposed two (2) non-use variances are consistent with the North Miami Beach Comprehensive Plan and are in the best interests of the City;

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

**Section 1. Recitals.** The foregoing recitals are confirmed, adopted, and incorporated herein and made a part hereof.

**Section 2. Decision.** Pursuant to Section 24-172 and Section 24-176 of the Zoning and Land Development Code, the following site plan attached and incorporated by reference as Exhibit “B,” which includes the two (2) non-use variances as specified herein and in the Application

legally described in Exhibit “A,” is hereby approved, subject to the following conditions:

**General Conditions:**

1. All representations proffered by the Applicant’s representatives as a part of the application review at the Planning and Zoning Board and City Commission public hearings.
2. The Applicant shall remove all public hearing signage no later than 48 hours after the final public hearing by the City Commission for the variances.
3. No later than 90 days following the final City Commission approval, the Applicant shall enter into an agreement with the City to defend, indemnify and hold harmless (using legal counsel acceptable to the City) the City, its agents, servants, and employees, from and against any loss, cost, expense, claim, demand or cause of action of whatever kind or nature arising out of or related to any act or omission related to the variances and for which the City, its agents, servants, or employees, are alleged to be liable or charged with such expense. The Applicant shall pay all costs and expenses related to any legal defense required by the City pursuant to the foregoing.

**Section 3. Findings of Fact.** The Mayor and City Commission make the following FINDINGS OF FACT based upon the substantial competent evidence provided:

The requested site plan meets the applicable Site Plan Review Standards provided for in Section 24-172 of the Code of Ordinances of the City of North Miami Beach. The requested variance approval is not contrary to the public interest or detrimental to the community and is compatible with the surrounding land uses while maintaining the basic intent and purpose of the zoning and land use regulations.

**Section 4. Non-Use Variance from Section 24-41(D)(3)** The Mayor and City Commission make the following FINDINGS OF FACTS from Section 24-176(B) based on the substantial competent evidence provided:

The requested non-use variance from Section 24-41(D)(3) to allow a rear setback of 4 feet, where 25 feet is required, maintains the basic intent and purpose of the applicable zoning, subdivision, and other land use regulations. Moreover, the requested variance is not contrary or detrimental to the public interest because the proposed use and design are compatible with the surrounding land uses and are in keeping with the surrounding properties.

**Section 5. Non-Use Variance from Section 24-41(D)(3)** The Mayor and City Commission make the following FINDINGS OF FACTS from Section 24-176(B) based on the substantial competent evidence provided:

The requested non-use variance from Section 24-41(D)(3) to allow an interior side setback of 0 feet, where 8 feet is required, maintains the basic intent and purpose of the applicable zoning, subdivision, and other land use regulations. Moreover, the requested variance is not contrary or detrimental to the public interest because the proposed use and design are compatible with the surrounding land uses and are in keeping with the surrounding properties.

**Section 6. Limitation of Approval.** The issuance of this development permit does not in any way create a vested right(s) on the part of the Applicant to obtain a permit from a county, state, or federal agency, and does not create any liability on the part of the municipality for issuance of the permit if the Applicant fails to obtain requisite approvals or does not fulfill the obligations imposed by a county, state or federal agency or undertakes actions that result in a violation of county, state, or federal law.

**Section 7. Conflicts.** All resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

**Section 8. Effective Date.** This Resolution shall be in force and take effect immediately upon its passage and adoption.

[SIGNATURE PAGE TO FOLLOW]



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

GREENSPOON MARDER, LLP

BY: \_\_\_\_\_  
CITY ATTORNEYS

Sponsored By:

-----  
**QUASI JUDICIAL:**

<b>COMMISSIONERS</b>	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
Mayor Evan S. Piper				
Vice-Mayor McKenzie Fleurimond				
Commissioner Jay Chernoff				
Commissioner Daniel Jean				
Commissioner Michael Joseph				
Commissioner Phyllis Smith				
Commissioner Fortuna Smukler				

**RESOLUTION NO.**

**Exhibit "A"**  
**LEGAL DESCRIPTION**

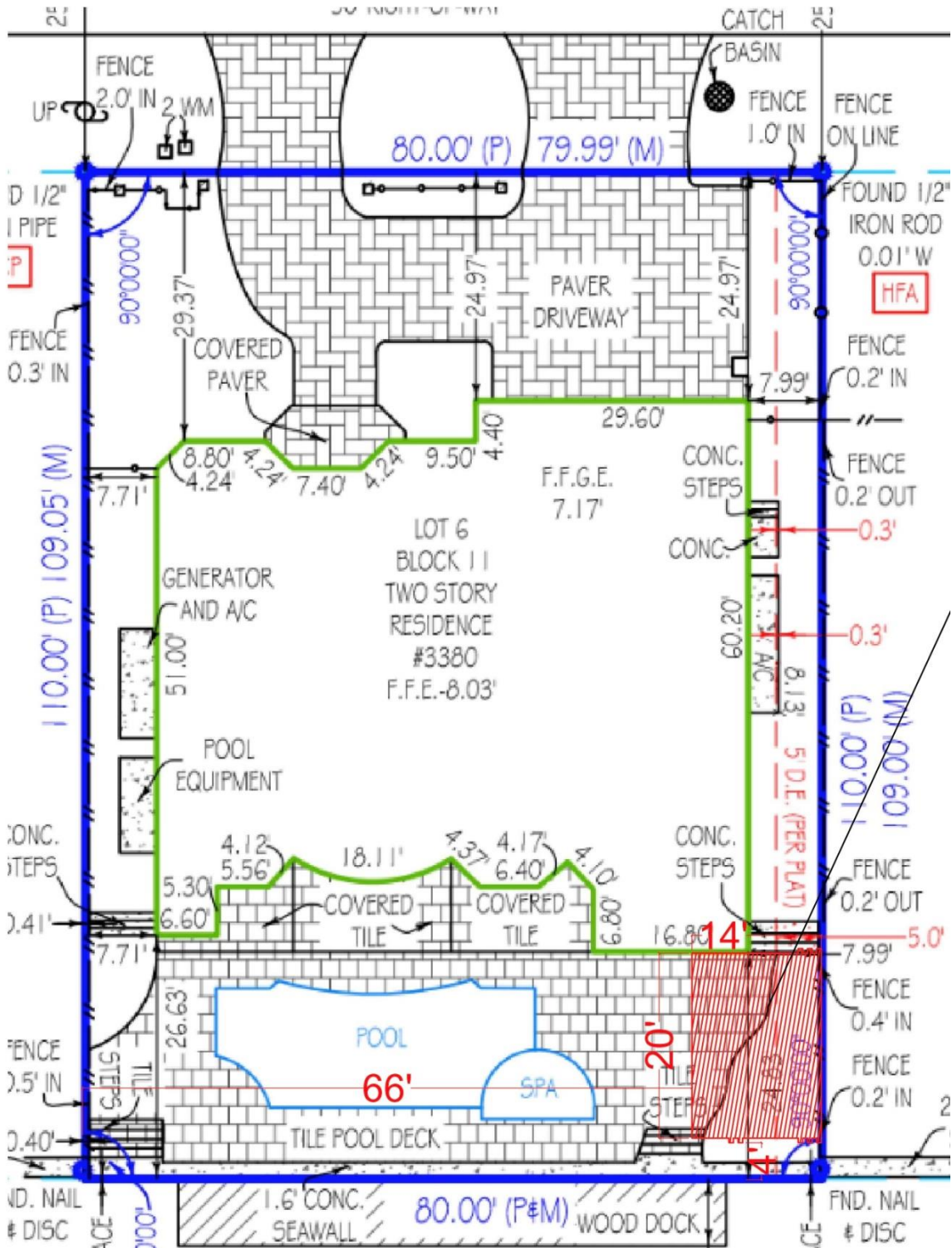
**Folio:** 07-2210-001-1510

LOT 6, BLOCK 11, EASTERN SHORES 1<sup>ST</sup>. ADDITION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 65, PAGE 39, PUBLIC RECORDS OD MIAMI-DADE COUNTY, FLORIDA.

DRAFT

**RESOLUTION NO.**

**Exhibit "B"**  
**SITE PLAN**



RESOLUTION NO.



**City of North Miami Beach, Florida**  
**Community Development Department- Planning & Zoning Division**

TO: City Commission

THROUGH: Mario Diaz, City Manager

FROM: Edward Ng, AICP, Interim Community Development Director

CC: David Scott, Deputy Assistant City Manager

DATE: August 13<sup>th</sup>, 2024

SUBJECT: **Qhayon Variance**

On August 13<sup>th</sup>, 2024, the Planning and Zoning (PZ) Board passed a draft resolution by a vote of 7 to 0 to approve the Variance Application and allow for an "after the fact" shade structure built in 2023. The structure is made out of aluminum and has a height of 20 feet by 14 feet. The applicant is seeking relief from code Section 24-41(D)(3), which requires a rear setback of 25 feet, and a side interior setback of 8 feet. The applicant is requesting to reduce both the rear and side setback requirements for the structure to permit an interior setback of zero feet and a rear setback of four feet. The applicant has received a condition of approval from Public Works which states: To remove, repair and/or replace at Owner's expense, where and when necessary due to utility cut permit or work in the Easement area, the above-mentioned item(s).

The requested approval for development is shown in the attached reports and has been reviewed by City staff and approved by the Planning and Zoning Board.

These regulations have been checked for conflicts with other regulations of the current zoning code and are found to be consistent with the City's comprehensive plan.

Enclosed is a copy of the draft ordinance. Staff finds no conflict with the existing code sections or the City's Comprehensive Plan. Please initial this memo in acknowledgment.

For more information regarding this project, please do not hesitate to contact me at [Destiny.Ferguson@citynmb.com](mailto:Destiny.Ferguson@citynmb.com).



**Quasi-Judicial Legislation  
10.3.**

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

**MEMORANDUM**

---

<b>TO:</b>	Mayor and City Commission
<b>FROM:</b>	Edward Ng, Interim Community Development Director
<b>VIA:</b>	City Manager Mario Diaz
<b>DATE:</b>	September 17, 2024

---

**RE:** Ordinance No. 2024-12 (First Reading) The Offices of NMB, LLC. Request for Zoning Map Amendment (Edward Ng, Interim Community Development Director)

---

**Description**

The Property consists of two parcels located at the addresses: 17031 NE 20th Avenue and 17051 NE 20th Avenue. The properties were originally zoned Residential Office (RO). On June 17th 2014, as per the prior owner's request, the North Miami Beach City Commission passed Resolution NO. R2014-23, approving a Zoning Code Map Amendment for the two properties to its current Zoning District Designation of Residential Multifamily RM-23 for the development of 3 residential town homes. Later, the prior owners decided not to continue with the approved development project and the two properties have a current land use of two residential triplexes.

**BACKGROUND  
ANALYSIS:**

**RECOMMENDATION:**

**FISCAL/ BUDGETARY  
IMPACT:**

---

**ATTACHMENTS:**

Description

- ▣ Staff Report - The Offices of NMB-17031

- 📄 Staff Report - The Offices of NMB-17051
- 📄 Ordinance
- 📄 Memo



# 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  
 (305) 354-4456

### CITY COMMISSION MEETING

Meeting: 09/17/2024

File No: 24-21

Application Name: The Offices of NMB

#### General Data

**Applicant:** The Offices of NMB LLC

**Location:** 17031 NE 20<sup>th</sup> Avenue

**PCN:** 07-2209-006-0503

**Property Size:** 5,640 Sq.Ft

**FLUM:** Business

**Zoning:** RM-23: Residential Mid-Rise Multifamily (High Density) District

#### Adjacent Zoning:

- North: RO
- East: RM-23
- West: CF
- South: RO

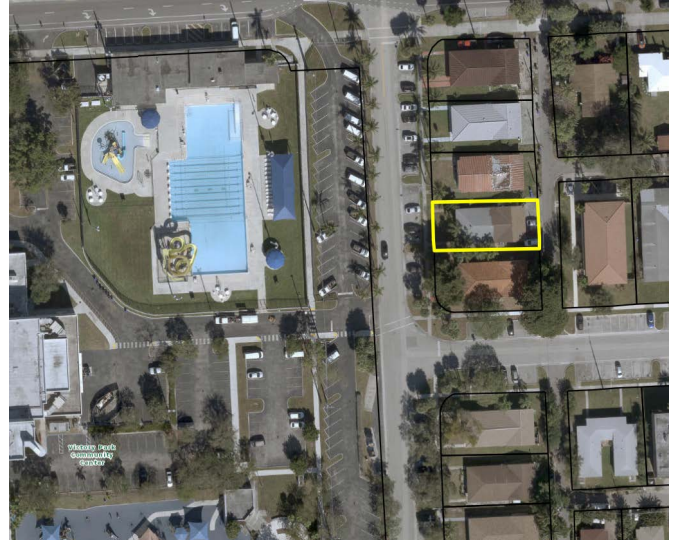
**Existing Land Use:** Two Residential Triplexes

**Proposed Land Use:** Office Building

**Proposed Gross Floor Area for Retail:** N/A

**Proposed Residential Units:** N/A

**Dwelling units per acre:** N/A



#### The item before the Commission:

The item before the City Commission is a request to allow for the approval of a Zoning Code Map Amendment for redesignation to General Business (B-1) from Residential Mid-Rise Multifamily (High Density) (RM-23).

#### Commission Motion Options:

1. **Move to continue** with direction.
2. **Move approval** of the Zoning Code Map Amendment (File# 24-21) requested for the "The Offices of NMB" development located at 17031 NE 20<sup>th</sup> Avenue, by finding that the request is consistent with the Comprehensive Plan and meets the criteria set forth in the Zoning and Land Development Code.
3. **Move denial** of the Zoning Code Map Amendment (File# 24-21) requested for the "The Offices of NMB" development located at 17031 NE 20<sup>th</sup> Avenue, 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.

#### Background:

The Property consists of two parcels located at the addresses: 17031 NE 20<sup>th</sup> Avenue and 17051 NE 20<sup>th</sup> Avenue. The properties were originally zoned Residential Office (RO). On June 17th 2014, as per the prior owner's request, the North Miami Beach City Commission passed Resolution NO. R2014-23, approving a Zoning Code Map Amendment for the two properties to its current Zoning District Designation of Residential Multifamily RM-23 for the development of 3 residential town homes. Later, the prior owners decided not to continue with the approved development project and the two properties have a current land use of two residential triplexes.

<p><b>Project Planner:</b></p> <p><b>Destiny Ferguson</b></p> <p>City of North Miami Beach          Community Development          Department Planning &amp; Zoning          Division</p>	<p><b>Review Dates:</b></p> <p><u>Planning &amp; Zoning Board:</u>          August 12<sup>th</sup>, 2024</p> <p><u>City Commission:</u>          September 17<sup>th</sup>, 2024</p>	<p><b>Attachments</b></p> <ol style="list-style-type: none"> <li>1. Draft Resolution</li> <li>2. Letter of Intent</li> <li>3. Survey</li> </ol>
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**Rezoning Review Analysis**

Pursuant to ZLDC Section 24-174 (B), rezoning requests are reviewed in accordance with the following standards:  
 (B) *Rezoning Review Standards.*

(1) **The proposed change would be consistent with the goals, objectives, and policies of the City's Comprehensive Plan.**

- Staff Finding: On June 17<sup>th</sup>, 2014, Resolution No. R2014-23 amended the North Miami Beach Zoning Map to change the zoning of the property located at 17031 NE 20<sup>th</sup> Avenue, from Residential Office (RO) to Residential Mid-Rise Multifamily (High Density) (RM-23). At the time, this change was proposed to allow for the development of three residential townhomes. The previous owners of the property decided not to move forward with the approved development project, hence leaving the previously zoned RO parcels, zoned as RM-23. According to the City's Future Land Use Map, the property has a future land use of Business. Changing the land use back to a business-centric zoning district is consistent with the goals, objectives, and policies of the City's Comprehensive Plan for the Business land use designation.

(2) **The proposed change would be compatible with the established neighborhood land use pattern.**

- Staff Finding: The proposed change is compatible with the established neighborhood land use pattern. To the South and North of the property is the Residential Office (RO) District. Located West of the property is the Government Center District (Victory Park Community Center), and to the East of the property is the RM-23 zoned district. Amending the zoning map to allow for this parcel to be zoned as B-1 aligns with the characteristics of not only the current zoning of the area but also the future land uses displayed on the Future Land Use Map. The proposed business and office use of the subject properties will complement the existing adjacent offices on the block and the businesses in the surrounding area, while encouraging further business developments and activity, contributing to the area emerging as a business district and being more consistent with the Comprehensive Plan's Future Land Use Designation of Business.

Location	FLUM	ZONING
North of the property	Business_	RO
South of the property	Business	RO
East of the property	Residential High Density	RM-23
West of the property	Government Center	Government Center

(3) **The proposed change would not create an isolated district unrelated to adjacent or nearby use districts (spot zoning).**

- Staff Finding: The proposed change will not create an isolated district but will instead assist in creating a cohesive office/business district by uniting the office districts to the North and South of the property with a more transitional zoning district such as General Business, as opposed to a residential district. For spot zoning to occur, an inconsistency with the Future Land Use map must occur, which it does not. The Future Land Use map shows that the parcel has a future land use designation of business, which is the zoning district being proposed by the Applicant.

(4) **The proposed change would not alter the population density pattern and thereby have an adverse impact upon community facilities including, but not limited to, schools, streets, parks and utilities.**

- Staff Finding: The proposed change will alter the population density pattern. The alteration in the population density pattern however, will not cause an adverse impact to community facilities. Amending the zoning from Residential High Density to Business, allows the specified parcels to be used as the Comprehensive Plan and Future Land Use Map planned for. The City has appropriate capacity in reference to the aforementioned properties to accommodate this land use change.



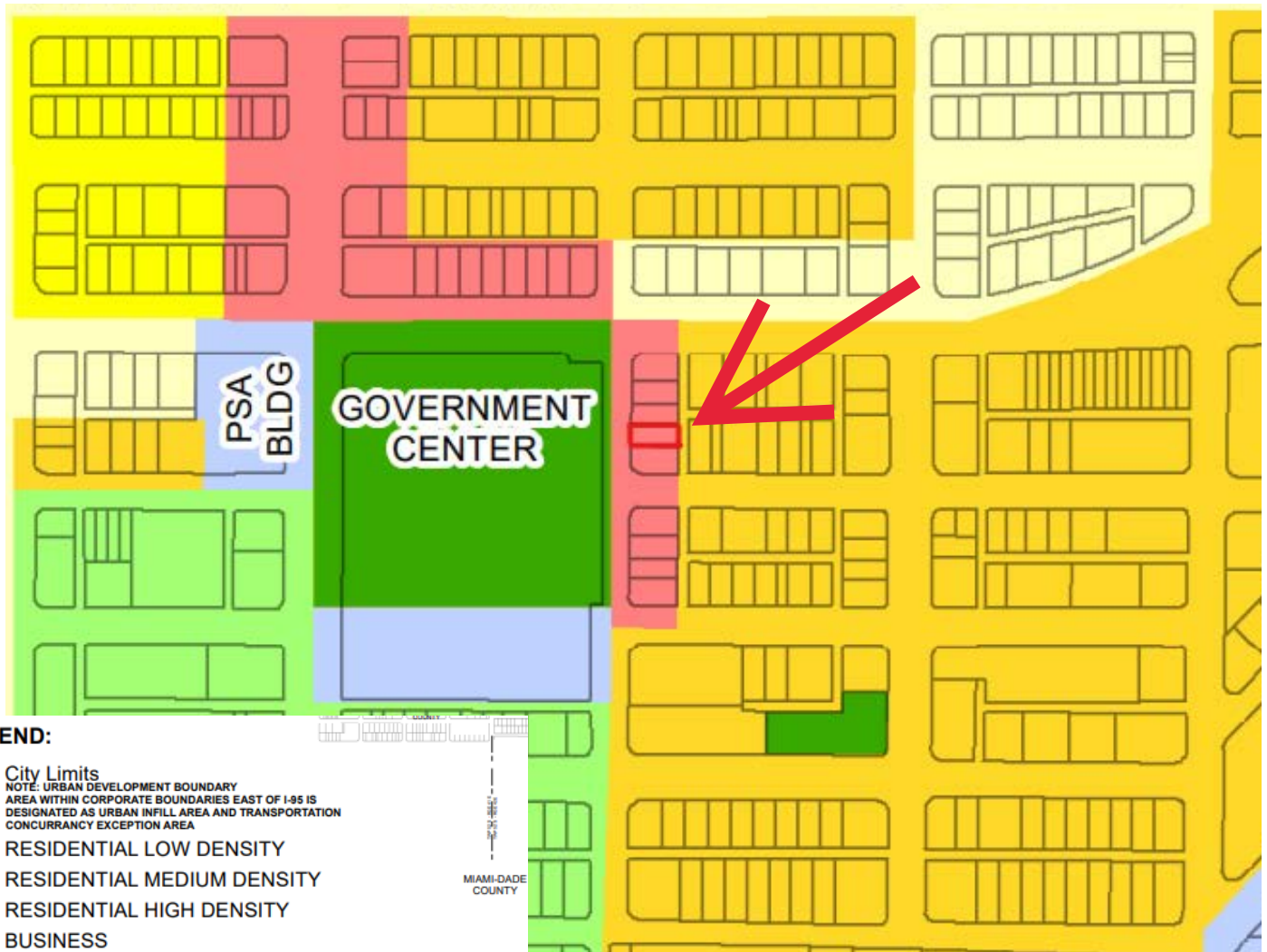
(5) **The proposed change would correct illogically drawn existing use district boundaries.**

- Staff Finding: The proposed change does correct the illogically drawn RM-23 boundaries shown below. With its current zoning of RM-23, the parcel breaks the Residential Office District into two separate zones, consisting of multiple RO parcels to the North and South, with an RM-23 district sandwiched between them. If the Applicant's request is granted, the RM-23 District will be amended to a General Business District (B-1), which is consistent with the Comprehensive Plan and Future Land Use Map's vision for the area and aids in correcting the "spillage" of the RM-23 residential district into the future land use Business District for the area.





















(6) **The proposed change would accommodate changed or changing conditions.**

- Staff Finding: The proposed change will accommodate changing conditions. With the City looking towards the future of Transit Oriented Development (TOD), and Rapid Transit Zones (RTZ), the transition from residential districts to office and business districts is extremely important. Having districts that are cohesive, and transition well, creates spaces for residents to interact with active uses, and contributes to place making within the City. The Applicant's proposal attempts to assist in creating more of a transient zone from residential districts like RM-23, to office and business districts such as RO and B-1. The purpose and intent of the B-1 District aligns with this by providing suitable sites for the development of office, retail, and service uses of a convenient nature, which satisfy the essential and frequent needs of adjacent residential neighborhoods, and is consistent with the City's Comprehensive Plan.

**FUTURE LAND USE MAP**

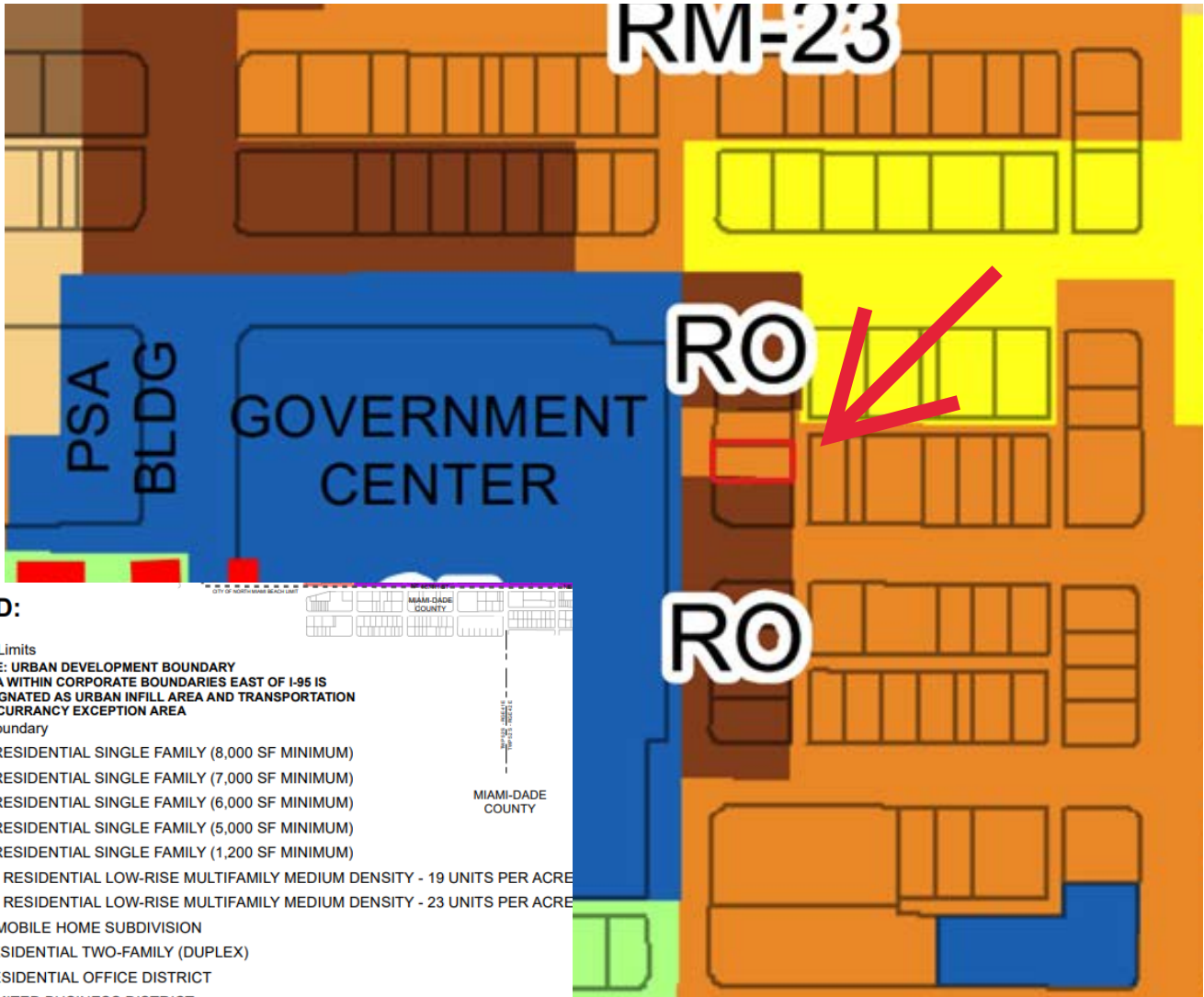


**LEGEND:**



-  City Limits
- NOTE: URBAN DEVELOPMENT BOUNDARY AREA WITHIN CORPORATE BOUNDARIES EAST OF I-95 IS DESIGNATED AS URBAN INFILL AREA AND TRANSPORTATION CONCURRENCY EXCEPTION AREA
-  RESIDENTIAL LOW DENSITY
-  RESIDENTIAL MEDIUM DENSITY
-  RESIDENTIAL HIGH DENSITY
-  BUSINESS
-  COMMUNITY FACILITY
-  PUBLIC AND QUASI-PUBLIC
-  RECREATION AND OPEN SPACE
-  INDUSTRIAL
-  MIXED USE (MU/CS)
-  FULFORD MIXED USE TOWN CENTER (MU/TC)
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-  MIXED USE INTERNATIONAL BOULEVARD (MU/IB-E)
-  MIXED USE INTERNATIONAL BOULEVARD (MU/IB-W)
-  MIXED USE CORRIDOR (MU/C)
-  WATER

MIAMI-DADE COUNTY

ZONING MAP



**LEGEND:**

-  City Limits
-  CRA Boundary
- NOTE: URBAN DEVELOPMENT BOUNDARY AREA WITHIN CORPORATE BOUNDARIES EAST OF I-95 IS DESIGNATED AS URBAN INFILL AREA AND TRANSPORTATION CONCURRENCY EXCEPTION AREA**
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- RS-4, RESIDENTIAL SINGLE FAMILY (5,000 SF MINIMUM)
- RS-5, RESIDENTIAL SINGLE FAMILY (1,200 SF MINIMUM)
- RM-19, RESIDENTIAL LOW-RISE MULTIFAMILY MEDIUM DENSITY - 19 UNITS PER ACRE
- RM-23, RESIDENTIAL LOW-RISE MULTIFAMILY MEDIUM DENSITY - 23 UNITS PER ACRE
- MH-1, MOBILE HOME SUBDIVISION
- RD, RESIDENTIAL TWO-FAMILY (DUPLIX)
- RO, RESIDENTIAL OFFICE DISTRICT
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- CON, CONSERVATION

**Public Notices:**

- ✓ Public notice posted to the property by July 31<sup>st</sup>, 2024 for the Planning and Zoning Board meeting.
- ✓ Public notice posted to the property by September 6<sup>th</sup>, 2024 for the City Commission meeting.



# 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  
(305) 354-4456

### CITY COMMISSION MEETING

Meeting: 09/17/2024

File No: 24-23

Application Name: The Offices of NMB

#### General Data

**Applicant:** The Offices of NMB LLC

**Location:** 17051 NE 20<sup>th</sup> Avenue

**PCN:** 07-2209-006-0502

**Lot Size:** 5,640 Sq.Ft

**FLUM:** Business

**Zoning:** RM-23: Residential Mid-Rise Multifamily (High Density) District

#### Adjacent Zoning:

- North: RO
- East: RM-23
- West: CF
- South: RO

**Existing Land Use:** Two Residential Triplexes

**Proposed Land Use:** Office Building

**Proposed Gross Floor Area for Retail:** N/A

**Proposed Residential Units:** N/A

**Dwelling units per acre:** N/A



#### The item before the Commission:

The item before the City Commission is a request to allow for the approval of a Zoning Code Map Amendment for redesignation to General Business (B-1) from Residential Mid-Rise Multifamily (High Density) (RM-23).

#### Commission Motion Options:

1. **Move to continue** with direction.
2. **Move approval** of the Zoning Code Map Amendment (File# 24-23) requested for the "The Offices of NMB" development located at 17051 NE 20<sup>th</sup> Avenue, by finding that the request is consistent with the Comprehensive Plan and meets the criteria set forth in the Zoning and Land Development Code.
3. **Move denial** of the Zoning Code Map Amendment (File# 24-23) requested for the "The Offices of NMB" development located at 17051 NE 20<sup>th</sup> Avenue, 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.

#### Background:

The Property consists of two parcels located at the addresses: 17031 NE 20<sup>th</sup> Avenue and 17051 NE 20<sup>th</sup> Avenue. The properties were originally zoned Residential Office (RO). On June 17th 2014, as per the prior owner's request, the North Miami Beach City Commission passed Resolution NO. R2014-23, approving a Zoning Code Map Amendment for the two properties to its current Zoning District Designation of Residential Multifamily (RM-23) for the development of 3 residential town homes. Later, the prior owners decided not to continue with the approved development project and the two properties have a current land use of two residential triplexes.

#### Project Planner:

**Destiny Ferguson**

City of North Miami Beach  
Community Development  
Department Planning & Zoning  
Division

#### Review Dates:

Planning & Zoning Board:

August 12<sup>th</sup>, 2024

City Commission:

September 17<sup>th</sup>, 2024

#### Attachments

1. Draft Resolution
2. Letter of Intent
3. Survey

**Rezoning Review Analysis**

Pursuant to ZLDC Section 24-174 (B), rezoning requests are reviewed in accordance with the following standards:

***(B) Rezoning Review Standards.***

**(1) The proposed change would be consistent with the goals, objectives, and policies of the City's Comprehensive Plan.**

- Staff Finding: On June 17<sup>th</sup>, 2014, Resolution No. R2014-23 amended the North Miami Beach Zoning Map to change the zoning of the property located at 17031 NE 20<sup>th</sup> Avenue, from Residential Office (RO) to Residential Mid-Rise Multifamily (High Density) (RM-23). At the time, this change was proposed to allow for the development of three residential townhomes. The previous owners of the property decided not to move forward with the approved development project, hence, leaving the previously zoned RO parcels, zoned as RM-23. According to the City's Future Land Use Map, the property has a future land use of Business. Changing the land use back to a business-centric zoning district is consistent with the goals, objectives, and policies of the City's Comprehensive Plan for the Business land use designation.

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- Staff Finding: The proposed change will not create an isolated district but will instead assist in creating a cohesive office/business district by uniting the office districts to the North and South of the property with a more transitional zoning district such as General Business, as opposed to a residential district. For spot zoning to occur, an inconsistency with the Future Land Use map must occur, which it does not. The Future Land Use map shows that the parcel has a future land use designation of business, which is the zoning district being proposed by the Applicant.

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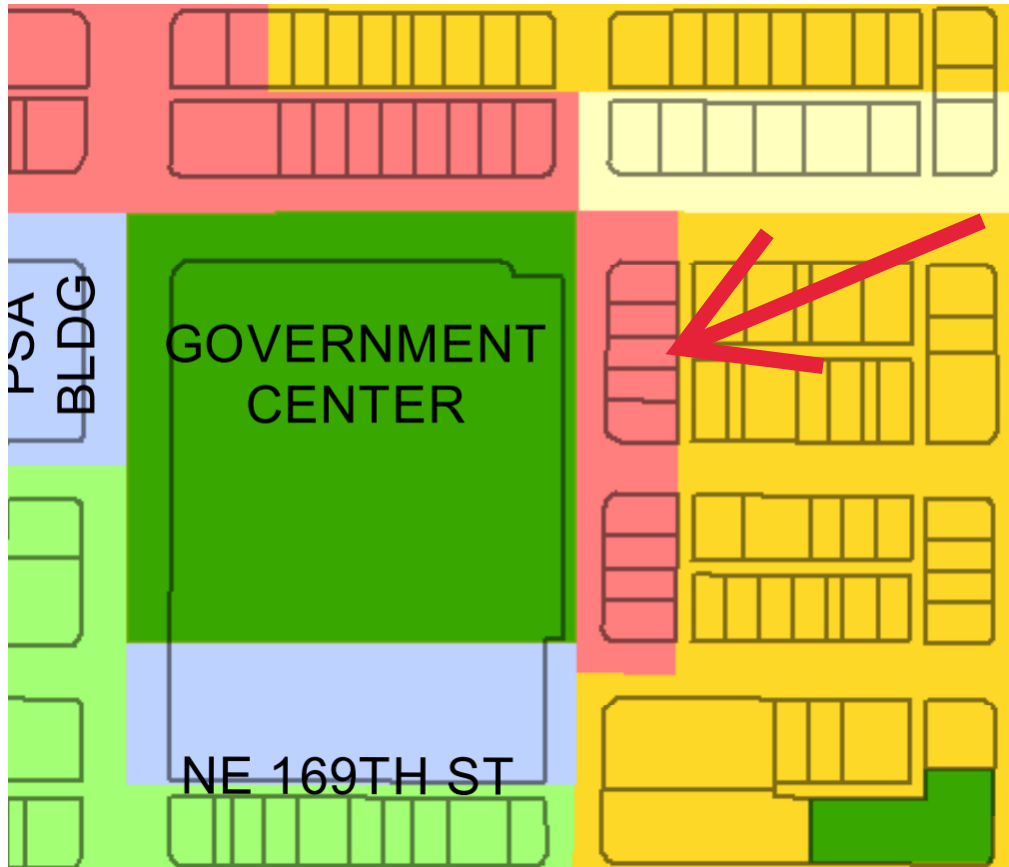
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























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**FUTURE LAND USE MAP**



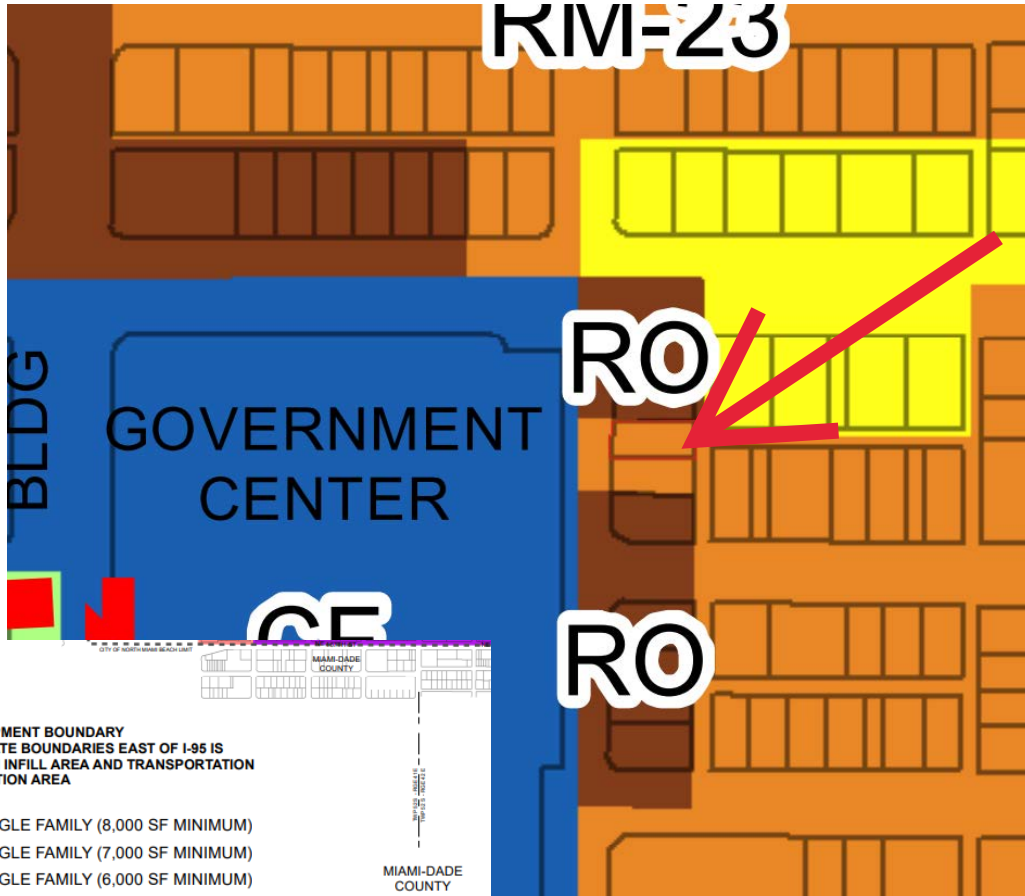
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-  WATER






























MIAMI-DADE COUNTY



ZONING MAP



**LEGEND:**

-  City Limits
- NOTE: URBAN DEVELOPMENT BOUNDARY**
- AREA WITHIN CORPORATE BOUNDARIES EAST OF I-95 IS DESIGNATED AS URBAN INFILL AREA AND TRANSPORTATION CONCURRENCY EXCEPTION AREA**
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**Public Notices:**

- ✓ Public notice posted to the property by July 31<sup>st</sup>, 2024 for the Planning and Zoning Board meeting.
- ✓ Public notice posted to the property by September 6<sup>th</sup>, 2024 for the City Commission meeting.

**ORDINANCE NO. 20XX-XX**

**AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING/DENYING THE REZONING APPLICATION TO ALLOW FOR AN AMENDMENT IN THE ZONING CODE MAP FROM RM-23: RESIDENTIAL MID-RISE MULTIFAMILY (HIGH DENSITY) DISTRICT TO B-1: LIMITED BUSINESS DISTRICT, FOR PARCELS LOCATED AT 17031 AND 17051 NE 20<sup>th</sup> AVENUE; PROVIDING FOR THE REPEAL OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH; PROVIDING FOR SEVERABILITY; CODIFICATION; AND FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of North Miami Beach ("City") Code of Ordinances, Chapter 24, "Zoning and Land Development Code" (the "ZLDC"), Article XV, "Other Development Review Procedures," Section 24-174, "Rezoning," provides that rezoning approval is required for any amendment to the Zoning Code Map; and

**WHEREAS**, Policy 1.2.5 of the Comprehensive Plan for the City of North Miami Beach ("City") provides that it is the policy of the City to Amend the Future Land Use Map as necessary to support the intent of the Goal of the Future Land Use Element; and

**WHEREAS**, Offices of NMB LLC., (the Agent & Applicant), requests approval for an amendment to the Zoning Code Map to allow for a redesignation to Limited Business (B-1) from Residential Mid-Rise Multifamily (High Density) (RM-23) for the parcels located at 17031 and 17051 NE 20<sup>th</sup> Avenue ("Property"), as legally described in Exhibit "A;" and

**WHEREAS**, On June 17th, 2014, as per the prior owner's request, the North Miami Beach City Commission passed Resolution NO. R2014-23, approving a Zoning Code Map Amendment for the two parcels to its current Zoning District Designation of Residential Multifamily RM-23 for the development of three residential townhomes.

**WHEREAS**, the Property is zoned Residential Mid-Rise Multifamily (High Density) ("RM-23") which is intended to provide suitable sites for the development of well-planned, environmentally compatible high-density multifamily residential use in areas consistent with the City's Comprehensive Plan Land Use Element; and

**WHEREAS**, the Properties current zoning of Residential Mid-Rise Multifamily (High Density) ("RM- 23") is inconsistent with the City's Comprehensive Plan Land Use Element designation

**ORDINANCE NO. 20XX-XX**

of Business; and

**WHEREAS**, the Applicant is requesting a rezoning to Limited Business which is intended to provide suitable sites for the development of office, retail, and service uses of a convenience nature, which satisfy the essential and frequent needs of adjacent residential neighborhoods in areas consistent with the City's Comprehensive Plan; and

**WHEREAS**, such rezoning will result in a consistency with the Future Land Use designation where no consistency currently exists; and

**WHEREAS**, after a duly noticed public hearing held on August 12<sup>th</sup>, 2024, the Planning and Zoning Board by vote of 7 to 0, recommended Approval of the Rezoning application, subject to the conditions set forth and included below in Section 2; and

**WHEREAS**, the City Commission conducted a duly noticed public hearing in accordance with the law; and

**WHEREAS**, the Mayor and City Commission find the proposed Rezoning application consistent with the North Miami Beach Comprehensive Plan and find that approval of the application furthers the purpose, goals, objectives, and policies of the Comprehensive Plan, and is in the best interest of the City.

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

**Section 1. Recitals.** The foregoing recitals are confirmed, adopted, and incorporated herein and made a part hereof.

**Section 2. Findings of Fact.** The Mayor and City Commission make the following FINDINGS OF FACT based upon the substantial competent evidence provided: The requested rezoning meets the applicable Rezoning Review Standards provided for in Section 24-174 of the Code of Ordinances of the City of North Miami Beach. The requested rezoning approval is not contrary to the public interest or detrimental to the community and is compatible with the surrounding land uses while maintaining the basic intent and purpose of the zoning and land use regulations.

**Section 3. Limitation of Approval.** The issuance of this development permit does not in any way create a vested right(s) on the part of the Applicant to obtain a permit from a county, state or federal agency, and does not create any liability on the part of the municipality for issuance of the permit if the Applicant fails to obtain requisite approvals or does not fulfill the obligations imposed by a county, state or federal agency or undertakes actions that result in a violation of county, state, or federal law.

**ORDINANCE NO. 20XX-XX**

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

**Section 5.** **Effective Date.** This Resolution shall be in force and take effect immediately upon its passage and adoption.

[SIGNATURE PAGE TO FOLLOW]

**APPROVED** on the first reading this \_\_\_\_ day of \_\_\_\_\_, 2024.

**APPROVED AND ADOPTED** on second reading this \_\_\_\_ day of \_\_\_\_\_ 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:

GREENSPOON MARDER, LLP

BY: \_\_\_\_\_  
CITY ATTORNEYS

COMMISSIONERS	YES	NO	ABSTAIN	ABSENT
Mayor Evan S. Piper				
Vice-Mayor McKenzie Fleurimond				
Commissioner Jay Chernoff				
Commissioner Daniel Jean				
Commissioner Michael Joseph				
Commissioner Phyllis Smith				
Commissioner Fortuna Smukler				

**Exhibit "A"**  
**LEGAL DESCRIPTION**

**Folios:**

- A. 07-2209-006-0502
- B. 07-2209-006-0503

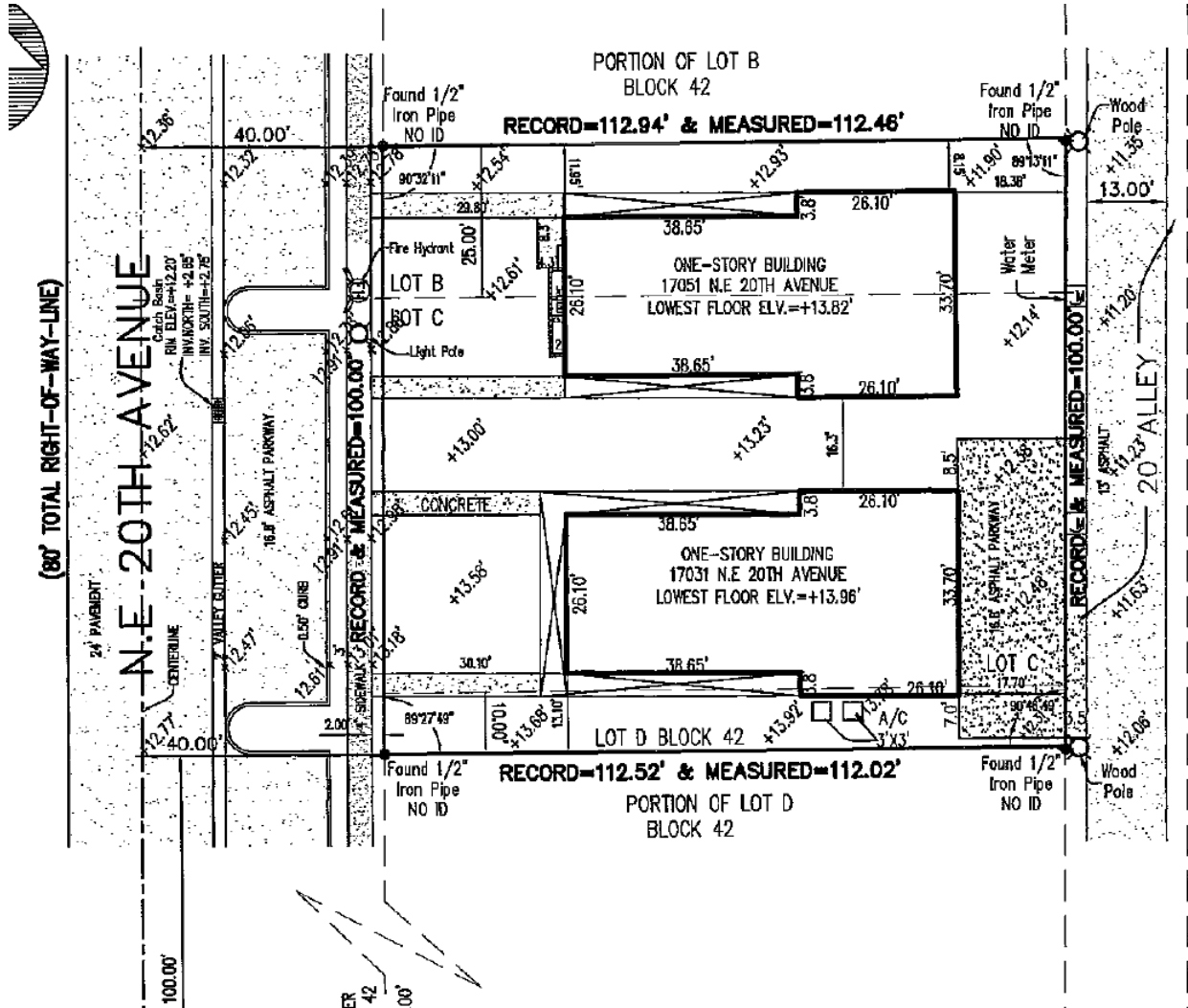
PARCEL A:

THE SOUTH 25 FEET OF LOT B AND THE NORTH 25 FEET OF LOT C, BLOCK 42, FULFORD BY THE SEA SECTION "D", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 58, PUBLIC RECORDS OF MIAMI DADE COUNTY, FLORIDA.

PARCEL B:

THE SOUTH 40 FEET OF LOT C AND THE NORTH 10 FEET OF LOT D, BLOCK 42, FULFORD BY THE SEA SECTION "D", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 58, PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

Exhibit "B"  
SURVEY







**City of North Miami Beach, Florida**  
**Community Development Department- Planning & Zoning Division**

TO: City Commission

THROUGH: Mario Diaz, City Manager

FROM: Edward Ng, AICP, Interim Community Development Director

CC: David Scott, Deputy Assistant City Manager

DATE: July 52<sup>th</sup>, 2024

SUBJECT: **QHlegu'qhiPOD**

On "Cwi wuv"34<sup>y</sup>, 2024, the Planning and Zoning (PZ) Board passed a draft ordinance by a vote of 7 to 0 to approve the Tgl qplpi "Application cpf "cmqy "hqt"vj g"cr r tqxcn"qh"o" qplpi "Eqf g"O cr "Co gpf o gpv"Vj g"o cr " co gpf o gpv" y kni tg/f guki pcwg" vj g" vy q" r ctegnu" mcecvgf" cv" 39253" cpf" 39273"PG" 42vj " Cxgpwg" htqo " Tgukf gpvcn"O kf/Tkug"O wnhco kni "\*"J ki j "F gpukv{ +\*"TO/45+"vq" I gpgtcn"Dwukpguu"\*D/3+. by finding that the request is consistent with the Comprehensive Plan and meets the criteria set forth in the Zoning and Land Development Code.

Vj g"r tqr gt vgu"y gtg"qtki kpcmf" | qpgf "Tgukf gpvcn"QHleg" \*TQ+0'Qp" Lxpg"39vj , "4236."cu"r gt"vj g"r tkqt"qy pgtu" tgs wguv."vj g" Pqtvj "O lco k'Dgcej "Ekv{ "Eqo o kulkqp"r cuugf "T guqnwkp" P Q0'T4236/45."cr r tqxkpi "c" \ qplpi "Eqf g" O cr "Co gpf o gpv" hqt"vj g"vy q" r tqr gt vgu"vq"ku"ewttgpv" \ qplpi "F kvtlev" F guki pcvqp"qh" Tgukf gpvcn"O wnhco kni " (TO/45)"hqt"vj g"f gxgnr o gpv"qh"5"tgukf gpvcn"vq p"j qo gu'Ncvgt."vj g"r tkqt"qy pgtu"f gekf gf "pqv"vq"eqpvkpwg"y kj " vj g"cr r tqxgf "f gxgnr o gpv"r tqlgev"cpf "vj g"vy q" r tqr gt vgu"pqy "j cxg" c"ewttgpv"rcpf "wug"qh"vy q"tgukf gpvcn" vkr ngzgu' Ceeqtf kpi "vq"vj g"Ekv{ ai" Hwwtg"Ncpf "Wug"O cr ."vj g"r tqr gt v{ "j cu" c" hwwtg"rcpf "wug" f guki pcvqp"qh" Dwukpguu' Ej cpi kpi "vj g"rcpf "wug"dcem"vq" c"dwukpguu/egpvte" | qplpi "f kvtlev"ku"eqpukngpv"y kj "vj g"i qcnu." qdlgev xgu."cpf "r qrlkgu"qh"vj g"Ekv{ ai"Eqo r tgj gpukxg"Rrcp" hqt"vj g"Dwukpguu"rcpf "wug" f guki pcvqp"O The requested approval for development is shown in the attachgf "uclh reports and has been reviewed by City staff and approved by the Planning and Zoning Board.

This legislation provides for text specific to the code which if adopted by reference, will enhance the visual character of the District, and stimulate commercial, high technology and service-based activities, as stated by the Code. These regulations have been checked for conflicts with other regulations of the current zoning code and are found to be consistent with the City's comprehensive plan.

Enclosed is a copy of the draft ordinance. Staff finds no conflict with the existing code sections or the City's Comprehensive Plan. Please initial this memo in acknowledgment.

For more information regarding this project, please do not hesitate to contact me at [Destiny.Ferguson@citynmb.com](mailto:Destiny.Ferguson@citynmb.com).



**Legislation  
11.1.**

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

**MEMORANDUM**

---

<b>TO:</b>	Mayor and City Commission
<b>FROM:</b>	Edward Ng, Interim Community Development Director
<b>VIA:</b>	Mario A. Diaz, City Manager
<b>DATE:</b>	September 17, 2024

---

**RE:** Ordinance No. 2023-02 (Second Reading) Administrative Site Plan Review Text Amendment (Edward Ng, Interim Community Development Director)

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**Description**

On November 20, 1990, the City of North Miami Beach Mayor and City Council (now known as the “City Commission”) approved Ordinance 90-27, the major rewrite of the Zoning and Land Development Code (ZLDC), which implemented the North Miami Beach adopted Comprehensive Plan (Ord. 88-6). The current verbiage contained in “Limited administrative Authority for Site Plan Review,” can be traced back to Ordinance 90-27, Section 24-176 (B) “Limited Administrative Authority.”

On November 19, 2019, the City of North Miami Beach Mayor and City Commission (the “City Commission”) approved Ordinance No. 2019-06 amending Article II Section 24-22, Article V Sections 24-44.2, Article XV Sections 24-172, 24-176, 24-176.1, 24-177, 24-179, and 24-180. Specifically, one of the amendments removed subsection (B) entitled “Limited Administrative Authority” from Section 24-176 “Variances” and moved the language to Section 24-172 “Site Plan Review” creating a new subsection (K) entitled “Limited Administrative Authority for Site Plan Amendments.”

ZLDC Section 24-172 (K) “Limited Administrative Authority for Site Plan Amendments” currently states “*The City Manager and/or the Community Development Director and/or their designees shall not*

**BACKGROUND**

**ANALYSIS:**

*substantially alter, amend, or dilute the legislative intent and/or approved plans or site plans as passed by Ordinance or Resolution by the Mayor and City Commission.*

*At times, subsequent to the approval of plans or site plans by the Mayor and Commission, insubstantial changes are made and approved by the City Manager and/or the Community Development Director and/or their designees.*

*Any insubstantial or minor changes to plans or site plans are within the discretion of the City Manager. However, under no circumstances, may any plans, site plans, building, structure, or project be administratively altered greater than five (5%) percent, but in no event greater than five hundred (500) square feet.*

*Any de minimis amendments to the plans or site plans which cannot be resolved administratively shall be returned to the Mayor and City Commission for a formal review. Failure of the City Manager and/or the Community Development Director and/or their designees to observe and comply with this section may constitute misfeasance in office and may result in removal of office.”*

Pursuant to Ord. Section 24-179 (A)(5), **The Planning & Zoning Board** shall review and make advisory recommendations to the City Commission on all changes to the Zoning and Land Development Code.

**RECOMMENDATION:**

**FISCAL/ BUDGETARY  
IMPACT:**

---

**ATTACHMENTS:**

Description

- ▣ Proposed Ordinance\_No.\_2023-XX\_(Second\_Reading)\_Administrative\_Site\_Plan\_Review - Proposed Modifications EN - DRAFT
- ▣ Administrative Site Plan Review Ordinance - Staff Report

**ORDINANCE NO. 2023-XX**

**AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, BY AMENDING THE CODE OF ORDINANCES OF THE CITY OF NORTH MIAMI BEACH BY AMENDING CHAPTER XXIV, ENTITLED “ZONING AND LAND DEVELOPMENT,” ARTICLE XV “OTHER DEVELOPMENT REVIEW PROCEDURES,” SECTION 24-172 “SITE PLAN REVIEW,” TO DELETE SUBSECTION (K) ENTITLED “LIMITED ADMINISTRATIVE AUTHORITY FOR SITE PLAN AMENDMENTS” AND CREATE A NEW SUBSECTION 24-172.1 ENTITLED “ADMINISTRATIVE SITE PLAN REVIEW”; PROVIDING FOR CONFLICTS, SEVERABILITY, AND CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Zoning and Land Development Code (ZLDC) of the City of North Miami Beach (“City”) Code of Ordinances (“code”) provides authority to the City Commission to amend, change, supplement, or repeal sections of the code from time to time; and

**WHEREAS**, a proposed amendment to Section 24-172 of the code entitled “Site Plan Review,” clarifies and updates the process for administrative site plan reviews and lists the eligible criteria and applicability; and

**WHEREAS**, the amendment to create subsection 24-172.1 entitled “Administrative Site Plan Review,” allows the Community Development Department Planning & Zoning Division to administratively approve minor site plan modifications and to reduce the time it takes to process applications and increase redevelopment and renovation activity which will improve economic and aesthetics of the City; and

**WHEREAS**, creation of subsection 24-172.1, also provides criteria for reviewing public entity owned parcels which may be exempt from some or all local zoning regulations, and for City owned and operated public properties; and

**WHEREAS**, pursuant to Florida Statute section 163.3174 (4)(c), the Planning and Zoning Board of the City of North Miami Beach, sitting as the Local Planning Authority, considered this item at a public meeting on February 13, 2023, and voted 6 to 0 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; and

**WHEREAS**, the Mayor and City Commission of the City of North Miami Beach find that it is in the best interests of its citizens to adopt this Ordinance.

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

**Section 1.** That the recitals and finding contained in the foregoing “whereas” clauses are adopted by reference and incorporated as if fully set forth in this section.

**Section 2.** That Chapter XXIV, entitled “Zoning and Land Development,” Article XV, entitled “Other Development Review Procedures,” Section 24-172 entitled “Site Plan Review,” subsection (K), entitled “Limited Administrative Authority for Site Plan Amendments,” shall be amended as follows (deletions and additions are identified using a ~~strike through~~ and underline format, respectively):

**Sec. 24-172 – Site Plan Review.**

**(A)-(J) (These subsections shall remain in full force and effect as adopted.)**

\*\*\*

~~(K) Limited Administrative Authority for Site Plan Amendments. The City Manager and/or the Community Development Director and/or their designees shall not substantially alter, amend, or dilute the legislative intent and/or approved plans or site plans as passed by Ordinance or Resolution by the Mayor and City Commission.~~

~~At times, subsequent to the approval of plans or site plans by the Mayor and Commission, insubstantial changes are made and approved by the City Manager and/or the Community Development Director and/or their designees.~~

~~Any insubstantial or minor changes to plans or site plans are within the discretion of the City Manager. However, under no circumstances, may any plans, site plans, building, structure, or project be administratively altered greater than five (5%) percent, but in no event greater than five hundred (500) square feet.~~

~~Any de minimis amendments to the plans or site plans which cannot be resolved administratively shall be returned to the Mayor and City Commission for a formal review. Failure of the City Manager and/or the Community Development~~

~~Director and/or their designees to observe and comply with this section may constitute misfeasance in office and may result in removal of office.~~

**Section 3.** That Chapter XXIV, entitled “Zoning and Land Development,” Article XV, entitled “Other Development Review Procedures,” Section 24-172 entitled “Site Plan Review,” is hereby amended by CREATING Section 24-172.1, entitled “Administrative Site Plan Review” as follows\_(deletions and additions are identified using a ~~strike through~~ and underline format, respectively):

**Sec. 24-172.1 Administrative Site Plan Review.**

**A. Evaluation Requirements.**

The Community Development Department shall evaluate the site plan as it relates to conformance to the Zoning and Land Development Regulations and Comprehensive Plan, and shall consider internal site vehicular circulation, ingress and egress, conformance with the character of the surrounding area, the general layout of the site, architectural design of the structures, and whether the development as presented will enhance the quality of life in the City of North Miami Beach and promote the health, safety, and welfare of its citizens.

**B. Definitions.**

C. *Administrative major site plan modification:* minor changes to major site plans, architectural plans, or a combination thereof that were approved by the City Commission and can be approved administratively by the Community Development Director upon submission of a letter of intent, complete application, and fees paid. If at any time the Community Development Director has determined that the scope of the administrative site plan application is beyond minor, the request can be denied, and a regular site plan application would need to be applied for by the applicant. The City Manager and/or the Community Development Director and/or their designees shall not substantially alter, amend, or dilute the legislative intent and/or approved plans or site plans as passed by Ordinance or Resolution by the Mayor and City Commission. **Site plan modifications for safety, to comply with Americans with Disability Act requirements, or to address floodplain or FEMA requirements may be approved under an administrative major site plan modification application.**

Administrative site plan approval means an administrative approval in accordance with Sec. 24-172.1 (F) by the Community Development Director of a **minor** site plan modification., or a new site plan application from a public entity or the City of North Miami Beach for a city owned and operated public property.

Major Modification means any modification that is ~~not deemed minor~~ a substantial alteration to the character of the approved site plan. Substantial changes are:

- a) A change in the use of the proposed development.
- b) Any increase in density or intensity where the limits on intensity or density was a condition, requirement or basis for approval.
- c) A reduction in required open space greater than ten percent.
- d) A change in setbacks or lot coverage by more than ten percent, provided the resulting setback or lot coverage does not exceed that allowed by the land use district.
- e) Significant changes affecting drainage design concepts and details due to:
  1. A decrease in site storage capacity.
  2. A decrease of site retention or detention area.
  3. An increase of impervious area or decrease of pervious area.
  4. A change in method of stormwater runoff disposal.
- f) A change in the type and/or location of accessways, drives or parking areas affecting off-site traffic. to a condition or approval that could have a detrimental effect on adjoining properties.
- g) Any other proposed change where the criteria to qualify as a minor modification as defined in Sec. 24-172.1 (B) is not satisfied.

Minor modification means minor internal or external modifications to floor plans, architectural elevations, landscape plans, or site plans with no increase in density, which are insubstantial and do not change the intent of the City Commission approved site plan or resolution conditions, prior zoning actions and this Code. **For the purpose of this section, Single Family homes and Two-family site plan variances shall be considered minor modification(s) and may be processed administratively by the Community Development Department.**

Minor internal modification includes, but is not limited to, minor changes to a floor plan such as moving walls, adding furniture, painting, adding finishes (i.e. flooring, lighting, etc.), addition or removal of mezzanines (below the square foot threshold of a story), subdividing of tenant spaces, or increases of internal square footage not to exceed ten percent (10%) of the current square footage.

Minor external modification: includes but not is not limited to exterior color changes, minor façade ~~additions~~ alterations that do not exceed **fifteen (15%)** in change (i.e., adding **or removing** windows, doors, columns, façade articulations, parapets etc.), or adding, removing, relocating, or replacing landscaping, roof color, awning, canopies, handrails, guard rails, exterior furniture, and door and window replacements. An increase in building footprint not to exceed ten percent (10%) of the approved building footprint so long as there is not an increase in density or creation of a non-conformity, including with setback regulations. Movement of the Building(s) footprint shall not exceed ten (10) feet in any horizontal direction, and must adhere to setback regulations. **Modifications to comply with Accessibility or Resiliency Standards (i.e., increasing elevations to meet FEMA requirements or adjustments to meeting ADA standards) shall be consider minor modifications.**

Public Entity ~~and City Owned Site Plan review~~ means site plans provided by public entities such as utility providers, federal agencies, and other government entities, etc., which may be exempt from some or all local zoning regulations as indicated in the Florida Statutes or federal regulations. They may be reviewed and approved administratively upon adequate proof provided by the applicant that the site plan is exempt. ~~Administrative site plan review may also be used for City owned and operated public properties. These plans are subject to TRAD review and City Commission presentation if requested by the City Commission.~~ Administrative site plan applications shall not include variances which are processed under Sec. 24-176.

Site Plan approval means a site plan application which has been approved by the City Commission with a resolution or ordinance.

**C. Application Procedure.** Applications for Administrative Site Plan Review shall be submitted to the Community Development Department by the property owner or authorized representative with the required application



fee(s). Additional fees may be added after submission for cost recovery in accordance with Section 24-170 if outside consulting services are required.

**D. Administrative Site Plan Application Requirements:**

(1) Additional information may be requested when necessary to determine if the proposed site plan modification(s) is a major or minor site plan modification. The following plans, forms, and documents shall may be required for administrative site plan applications. The Community Development Director or designee shall have the authority to add, replace, or waive any of the submittal requirements may require the following documentation identified below depending on the scope of the request.

- a. Letter of Intent
- b. Warranty Deed
- c. Property Survey
- d. Site Plans
- e. Landscape Plan (if required)
- f. Tree Disposition Plan
- g. Architectural Elevations
- h. Microfilm
- i. Civil Plans (if required)
- j. Utility Provider Form
- k. Concurrency Form
- l. Traffic Impact Statement (if required)
- m. Drainage Calculations

(2) Administrative site plan applications shall not include any variances which are separately granted in accordance with Sec 24-176 but may include administrative waivers in accordance with Sec. 24-176.-1.

**E. Administrative Site Plan Review criteria.**

(1) Administrative site plan applications are subject to full or partial TRAD review depending on scope as determined by the Community Development Director or designee.

- (2) City staff shall review administrative site plan applications for:
  - a. Compliance with the City of North Miami Beach Zoning and Land Development Code (ZLDC), Code of Ordinances, and Comprehensive Plan.
  - b. Compliance with the site plan approval resolution, conditions of approval, certified plans of record, and ~~any other applicable~~ easements or covenants, as applicable ~~that may run with the project.~~
  - c. Compatible with the existing environment, adjacent properties, and harmony neighborhood.
  - d. Complies with parking regulations.
  - e. Internal site vehicular circulation.
  - f. No increase in non-conformities.
  - g. Adequate setbacks, buffering, drainage, and general amenities in order to control any adverse effects of noise, light, dust, and other nuisance.
- (3) Conditions may be imposed by the Community Development Director, City Manager, or designee to improve a project or property to further the code's compliance and intent.
- (4) Upon review, the Community Development Director, may, at any time, convert the administrative site plan modification to a standard application in accordance with Section 24-172 if the scope is determined to be a major modification instead of a minor modification.

**F. Administrative site plan approval and conditions.**

- (1) Upon review of a complete application submittal and demonstrating compliance with review criteria listed in Sec. 24-172.1 (E), the Community Development Director may approve the administrative site plan application.
- (2) The Community Development Director shall provide notification of all administrative approvals to the City Manager or City Manager's designee.

- (3) The approval shall be valid for 12 months for minor site plan modifications and 18 months for public entity and city owned site plan applications, or until a master building permit application has been applied for the scope of work, whichever is less. An administrative site plan approval may be extended in accordance with Sec. 24-172 (I) but shall not conflict with the expiration date of any previously approved resolutions, development agreements, or executive order extension.
- (4) The approval shall be valid for 12 months for minor site plan modifications and 18 months for public entity and city owned site plan applications, or until a master building permit application has been applied for the scope of work, whichever is less. An administrative site plan approval may be extended in accordance with Sec. 24-172 (I) but shall not conflict with the expiration date of any previously approved resolutions, development agreements, or executive order extension.
- (5) The Community Development Department shall keep a copy of the certified approved plans on file and provide a digital copy to the applicant.

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

**Section 5.** If any clause, section, other part or application of this Ordinance is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Ordinance.

**Section 6.** 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 this intention and the word “Ordinance” may be changed to “Section,” “Article,” or other word as the codified may deem appropriate.

**Section 7.** This Ordinance shall become effective ten (10) days after adoption on second reading.

**[SIGNATURE PAGE TO FOLLOW]**

**APPROVED** on this first reading this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

**APPROVED AND ADOPTED** on second reading this \_\_\_\_\_ day of April, 2024.

ATTEST:

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

(CITY SEAL)

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

APPROVED AS TO FORM &  
LANGUAGE & FOR EXECUTION

\_\_\_\_\_  
JOE GELLER  
CITY ATTORNEY



# City of North Miami Beach, Florida

## Community Development Department

17050 NE 19<sup>TH</sup> AVENUE, 1<sup>ST</sup> FLOOR  
 NORTH MIAMI BEACH, FLORIDA 33162  
 PLANNING & ZONING DIVISION: (305) 354-4456

### CITY COMMISSION MEETING STAFF REPORT

#### Text Amendment

**Meeting: June 18, 2024**

**File No: 22-30**

**Application Name: Administrative Site Plan Review Ordinance**

**Request:**

For the Planning & Zoning Board (PZB) to provide a recommendation to the City Commission to amend Chapter XXIV “Zoning and Land Development Code (ZLDC),” Article XV “Other Development Review Procedures” Section 24-172 “Site Plan Review” to remove subsection (K) “Limited Administrative Authority for Site Plan Amendments” and create Section 24-172.1 entitled “Administrative Site Plan Processes” to expand the administrative authority of staff to approve minor modifications to site plans which were approved by the Mayor and City Commission, and to administratively review and approve public entity and city-owned public property site plan applications.

**Background:**

On November 20, 1990, the City of North Miami Beach Mayor and City Council (now known as the “City Commission”) approved Ordinance 90-27, the major rewrite of the Zoning and Land Development Code (ZLDC), which implemented the North Miami Beach adopted Comprehensive Plan (Ord. 88-6). The current verbiage contained in “Limited administrative Authority for Site Plan Review,” can be traced back to Ordinance 90-27, Section 24-176 (B) “Limited Administrative Authority.”

On November 19, 2019, the City of North Miami Beach Mayor and City Commission (the “City Commission”) approved Ordinance No. 2019-06 amending Article II Section 24-22, Article V Sections 24-44.2, Article XV Sections 24-172, 24-176, 24-176.1, 24-177, 24-179, and 24-180. Specifically, one of the amendments removed subsection (B) entitled “Limited Administrative Authority” from Section 24-176 “Variances” and moved the language to Section 24-172 “Site Plan Review” creating a new subsection (K) entitled “Limited Administrative Authority for Site Plan Amendments.”

ZLDC Section 24-172 (K) “Limited Administrative Authority for Site Plan Amendments” currently states *“The City Manager and/or the Community Development Director and/or their designees shall not substantially alter, amend, or dilute the legislative intent and/or approved plans or site plans as passed by Ordinance or Resolution by the Mayor and City Commission.”*

*At times, subsequent to the approval of plans or site plans by the Mayor and Commission, insubstantial changes are made and approved by the City Manager and/or the Community Development Director and/or their designees.*

*Any insubstantial or minor changes to plans or site plans are within the discretion of the City Manager. However, under no circumstances, may any plans, site plans, building, structure, or project be administratively altered greater than five (5%) percent, but in no event greater than five hundred (500) square feet.*

*Any de minimis amendments to the plans or site plans which cannot be resolved administratively shall be returned to the Mayor and City Commission for a formal review. Failure of the City Manager and/or the Community Development Director and/or their designees to observe and comply with this section may constitute misfeasance in office and may result in removal of office.”*

<p><b>Project Planner:</b>                  City of North Miami Beach                  Community Development Department                  Planning &amp; Zoning Division</p>	<p><b>Review Dates:</b>  <u>Planning &amp; Zoning Board:</u>                  February 13, 2023   <u>City Commission</u>                  June 18, 2024 (1<sup>st</sup> Reading)                  July 16, 2024 (2<sup>nd</sup> Reading)</p>	<p><b>Attachments</b></p> <ol style="list-style-type: none"> <li>Draft Ordinance</li> <li>Staff Report</li> </ol>
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Pursuant to Ord. Section 24-179 (A)(5), **The Planning & Zoning Board** shall review and make advisory recommendations to the City Commission on all changes to the Zoning and Land Development Code.

**Staff Analysis:**

Pursuant to ZLDC Section 24-172 (B), Applicability, *“A site plan approval is required for all new development, excepting only single-family and two-family dwelling units; it is also required for any significant shift in the type of land use that involves major interior alteration, a change in required parking or other similar impact determined to be significant by the Director. The Florida Building Code shall serve as a basis for determining what is a significant shift in land use category.”*

Currently, section 24-172 (K), allows for plans, site plans, buildings, structures, or projects which have been granted site plan approval by Commission to be amended administratively no greater than five (5%) percent, or (500) square feet. Staff has implemented this code section when processing site plan modifications. Site plan modification applications under 5% and no greater than 500 square feet (Minor) have been processed administratively, and site plan modifications that exceeded 5% and/or 500 square feet (Major) were taken back to the Planning & Zoning Board and City Commission for approval. To note, the code does not specify how the 5% or 500 square feet is calculated (i.e., interior, exterior, design, change of use, etc.)

Furthermore, the code currently does not differentiate private site plan applications from public site plan applications. Public entities such as Florida Power and Light (FPL), Miami-Dade County Public Schools, and Public Health Trusts (i.e. Jackson North) have Florida Statute legislation that waives or exempts some or all local government regulations and approvals. Furthermore, the code does not specify how to process city-initiated site plan applications. Records indicate some city projects have received site plan approval and some have no record.

Staff is proposing an amendment of Section 24-172 “Site Plan Review” to remove subsection (K) “Limited Administrative Authority for Site Plan Amendments” and create Section 24-176.1 entitled “Administrative Site Plan Processes” to increase the administrative threshold for the review and approval of minor site plan modifications, and to establish a process for the administrative review and approve public entity and city-owned public property site plan applications. The proposed legislation will allow for minor internal or external modifications to floor plans, architectural elevations, landscape plans, or site plans with no increase in density, which is deemed insubstantial and does not change the intent of the City Commission approval conditions in the resolution. The legislation will also allow for site plan applications provided by public entities such as utility providers, federal agencies, government entities, etc., and City projects to be reviewed and approved administratively. Administrative site plan applications will not be allowed to create or increase non-conformities or include variances. Any variance requests will be processed separately in accordance with ZLDC section 24-176. All administrative site plan applications will be subject to TRAD review and City Commission presentation if requested by the City Commission.

The proposed text amendment increases the administrative authority to review and approve minor site plan modifications and publicly initiated site plan applications. The amendment will expedite the review process so development is permitted and built quicker which will improve the aesthetics and economics of the city.

**Compliance with Comprehensive Plan Elements**

The proposed text amendment furthers the following goals, objectives, and policies of the North Miami Beach Comprehensive Plan listed below:

**Goal 1** *Encourage redevelopment and development to enhance the economic base of the City, improve the aesthetic quality of the commercial corridors and existing neighborhoods, and provide a range of housing and employment opportunities to accommodate, serve and employ the projected population, while protecting established single family neighborhoods.*



**Policy 1.1.2** *Continue using the established Technical Review Board (TRB) process for reviewing development applications in order to minimize delay and assure quality control.*

**Policy 1.2.16** *The City shall continue to identify areas of slum and blight in the community, rank these areas in order of priority, and develop a schedule which will ensure all such areas are studied and solutions are identified.*

**Optional Board Motions for Action Items:**

1. Move to continue with direction.
2. **Move approval** of Text Amendment (File# 22-30), to amend Chapter XXIV “Zoning and Land Development Code (ZLDC),” Article XV “Other Development Review Procedures” Section 24-172 “Site Plan Review” to remove subsection (K) “Limited Administrative Authority for Site Plan Amendments” and create Section 24-172.1 entitled “Administrative Site Plan Processes,” by finding that the request is consistent with the Comprehensive Plan and meets criteria set forth in the Zoning and Land Development Regulations.
3. **Move denial** of Text Amendment (File# 22-30), to amend Chapter XXIV “Zoning and Land Development Code (ZLDC),” Article XV “Other Development Review Procedures” Section 24-172 “Site Plan Review” to remove subsection (K) “Limited Administrative Authority for Site Plan Amendments” and create Section 24-172.1 entitled “Administrative Site Plan Processes,” 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 Regulations.



**Legislation  
11.2.**

City of North Miami Beach  
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**MEMORANDUM**

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<b>TO:</b>	Mayor and City Commission
<b>FROM:</b>	Edward Ng, AICP, Interim Community Development Director
<b>VIA:</b>	City Manager Mario Diaz
<b>DATE:</b>	September 17, 2024

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**RE:** Ordinance No. 2024-13 (First Reading) Text Amendment for Multifamily Parking Regulations (Edward Ng, AICP, Interim Community Development Director)

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**Description**

This legislation amends Section 24-58.2, 24-58.3, 24-58.4, 24-58.5, 24-58.6, 24-58.7, 24-58.8, 24-93, and 24-95 of the City's Code of Ordinance to update the parking requirements for developments within the city.

**BACKGROUND  
ANALYSIS:**

In November 2022, the City commenced a residential parking utilization study and parking regulations analysis for the City of North Miami Beach. The study and analysis sought both to ascertain the parking utilization levels at several multi-family developments throughout the City, and analyze the current parking regulations for multi-family developments in the City code.

The city's consultant, based on analysis and public workshop feedback in April 2023, which resulted in the need for additional analysis, and along with staff feedback, has prepared recommendations for changes to the code to improve and increase parking requirements for multi-family development moving forward.

**RECOMMENDATION:**

Staff recommends approval of the revisions to the land use regulations to update multifamily parking requirements.

**FISCAL/ BUDGETARY  
IMPACT:** None



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**ATTACHMENTS:**

**Description**

- ▣ Ordinance 2023-09 Text Amendments for Multifamily Parking
- ▣ Staff Report - Text Amendments for Multifamily Parking

**ORDINANCE NO. 2023-09**

**AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AMENDING CHAPTER 24 OF THE CITY CODE ENTITLED “ZONING AND LAND DEVELOPMENT” BY SPECIFICALLY AMENDING ARTICLE 5 ENTITLED “ZONING USE DISTRICTS” TO MODIFY THE RESIDENTIAL CATEGORY MINIMUM AND MAXIMUM REQUIREMENTS FROM SECTION 24-58.1 FULFORD MIXED-USE TOWN CENTER DISTRICT “TABLE MU/TC-5 MINIMUM AND MAXIMUM PARKING REQUIREMENTS BY USE”, SECTION 24-58.2 MIXED-USE EMPLOYMENT CENTER DISTRICT “TABLE MU/EC-5 MINIMUM AND MAXIMUM PARKING REQUIREMENTS BY USE”, SECTION 24-58.3 MIXED-USE NEIGHBORHOOD CENTER DISTRICT “TABLE MU/NC-5 MINIMUM AND MAXIMUM PARKING REQUIREMENTS BY USE”, SECTION 24-58.4 ARCH CREEK MIXED-USE CORRIDOR DISTRICT “TABLE MU/C-5 MINIMUM AND MAXIMUM PARKING REQUIREMENTS BY USE”, SECTION 24-58.5 SOUTHERN MIXED-USE WATERFRONT DISTRICT “TABLE MU/SWF-5 MINIMUM AND MAXIMUM PARKING REQUIREMENTS BY USE”, SECTION 24-58.6 NORTHERN MIXED-USE WATERFRONT DISTRICT “TABLE MU/NWF-5 MINIMUM AND MAXIMUM PARKING REQUIREMENTS BY USE”, SECTION 24-58.7 - EASTERN MIXED-USE WATERFRONT DISTRICT “TABLE MU/EWF-5 MINIMUM AND MAXIMUM PARKING REQUIREMENTS BY USE”, SECTION 24-58.8 - INTERNATIONAL BOULEVARD DISTRICT (MU/IB), PART III. URBAN DESIGN STANDARDS, “TABLE MU/IB-7. MINIMUM AND MAXIMUM PARKING REQUIREMENTS BY USE”; AND TO AMEND ARTICLE IX SECTION 24-93 ENTITLED “PARKING LOT DESIGN STANDARDS” TO CREATE SUBSECTION (L) “MULTI-FAMILY TANDEM PARKING” AND SUBSECTION (M) “VALET PARKING” AND SUBSECTION (N) “FEE-BASED PARKING”; AND AMEND ARTICLE IX SECTION 24-95 ENTITLED “MINIMUM SPACE REQUIREMENTS” TO CLARIFY AND INCREASE PARKING SPACE REQUIREMENTS; PROVIDING FOR CONFLICTS, SEVERABILITY AND CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the shortage of parking for multi-family developments has been a concern within in the City; and

**WHEREAS**, the multi-family parking regulations for zoning districts outside the mixed-use zoning districts have not been updated since the incorporation of the Zoning and Land Development Code in 1992; and

**WHEREAS**, the mixed-use zoning districts’ parking regulations have not been updated since the districts’ creation beginning in 2008; and

**WHEREAS**, the parking requirements for multi-family development require modification to support the demand for parking spaces in multi-family developments; and

**WHEREAS**, it is not feasible at this time to maintain reduced parking requirements consistent with Transit Oriented Development (TOD) design standards without adequate multi-modal transportation options in place; and

**WHEREAS**, the proposed zoning and land development text amendment is consistent with the Policy 1.2.7 of the Transportation Element in the Comprehensive Plan, by requiring all development and redevelopment to provide a sufficient number of parking spaces for motorized vehicles; and

**WHEREAS**, the City of North Miami Beach has actively engaged in the process of undertaking a review and update of the current Zoning and Land Development Code with respect to increasing the minimum number of required parking spaces for multi-family developments; and

**WHEREAS**, the City of North Miami Beach is proposing amendments to ZLDC with respect to parking requirements, subject to future modification; and

**WHEREAS**, the proposed amendments will update the parking lot design standards of section 24-93 to include methods that can help future development meet city-wide multi-family parking requirements, and regulate parking utilization; and

**WHEREAS**, the proposed amendments will consolidate and increase the minimum parking requirements for all multi-family parking regulations throughout the code into section 24-95 of the Zoning and Land Development Code; and

**WHEREAS**, the proposed amendments will create regulations for reasonable alternative parking methods which will allow developments to increase the number of parking spaces provided within a defined location; and

**WHEREAS**, all persons or entities that desire to submit a site plan application adhere to the following multi-family parking regulations; and

**WHEREAS**, the City Commission believes it is in the best interests of the City to approve this Ordinance to increase the minimum parking requirements and provide for more parking spaces for the city's residents.

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

**Section 1.** The foregoing recitals are hereby affirmed and ratified.

**Section 2.** That the recitals and findings contained in the forgoing "whereas" clauses are adopted by reference and incorporated as if fully set forth in this section.

**Section 3.** That Article V entitled "Zoning Use Districts," Section 24-58 of the Land Development Code is hereby amended to state as follows (underlined is added; ~~stricken through~~

is deleted):

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

...

(L) *On-site Parking Standards.*

- (1) All parking within the MU/TC shall comply with the Access, Circulation, Parking and Loading Standards specified in Section 24-58 Mixed-Use District.
- (2) On-site parking shall comply with Table MU/TC-5. Uses not listed herein shall comply with the parking requirements specified in Article IX.
- (3) Guest parking shall comply with Table MU/TC-5. Guest parking shall be designated and prominently marked on-site as "Guest Parking" and shall not be restricted in any manner to use by a single tenant, owner, unit, or other user.

Table MU/TC-5 Minimum and Maximum Parking Requirements by Use		
	Min	Max
Retail, restaurant or commercial	2 per 1,000 sf	4 per 1,000 sf
Office	2.5 per 1000sf	4 per 1,000 sf
Hotel and motel; hotel and motel, limited	1 per 4 rooms plus 1 per 800sf for restaurant, public meeting areas; 1 per 15 rooms for staff	1 per 4 rooms plus 1 per 800sf for restaurant, public meeting areas; 1 per 15 rooms for staff
Residential	<del>1 per unit plus 1 per 20 units for guest parking</del> -As required by Section 24-95, "Minimum Space Requirements (A) Multifamily parking space requirements	<del>2 per unit plus 1 per 20 units for guest parking</del> -None
Places of Public Assembly	1 space for each 3 seats in the principal assembly area or 10 spaces for each 1,000 sq. ft. of gfa, whichever is greater	1 space for each 3 seats in the principal assembly area or 10 spaces for each 1,000 sq. ft. of gfa, whichever is greater
Live/work	2 per 1,000 sf	4 per 1,000 sf
Microbrewery, winery or distillery	Retail/tasting room: 2 spaces per 1,000 sq. ft. gfa; Manufacturing/processing: 1 per 1,000 sq. ft. gfa	Retail/tasting room: 4 spaces per 1,000 sq. ft. gfa; Manufacturing/processing: 1.5 per 1,000 sq. ft. gfa

...

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

...

(L) *On-site Parking Standards.*

- (1) All parking within the MU/EC shall comply with the Access, Circulation, Parking and Loading Standards specified in Section 24-58 Mixed-use District.
- (2) On-site parking shall comply with Table MU/EC-5. Uses not listed herein shall comply with the parking requirements specified in Article IX.
- (3) Guest parking shall comply with Table MU/EC-5. Guest parking shall be designated and prominently marked on-site as "Guest Parking" and shall not be restricted in any manner to use by a single tenant, owner, unit, or other user.

Table MU/EC-5 Minimum and Maximum Parking Requirements by Use		
	Min	Max
Retail, restaurant or commercial	2 per 1,000 sf	4 per 1,000 sf
Office	2.5 per 1,000 sf	4 per 1,000 sf
Hotel and motel; hotel and motel, limited	1 per 4 rooms plus 1 per 800 sf for restaurant, public meeting areas; 1 per 15 rooms for staff	1 per 4 rooms plus 1 per 800 sf for restaurant, public meeting areas; 1 per 15 rooms for staff
Residential	<del>1 per unit plus 1 per 20 units for guest parking</del> -As required by Section 24-95, "Minimum Space Requirements (A)	<del>2 per unit plus 1 per 20 units for guest parking</del> -None

	<a href="#">Residential Uses Table,” under Multifamily parking space requirements</a>	
Live/work	2 per 1,000 sf	4 per 1,000 sf
Self-Storage	1 per 10,000 sf or 8 spaces gfa, whichever is greater	1 per 1,000 sf gfa
Microbrewery, winery or distillery	Retail/tasting room: 2 spaces per 1,000 sq. ft. gfa; Manufacturing/processing: 1 per 1,000 sq. ft. gfa	Retail/tasting room: 4 spaces per 1,000 sq. ft. gfa; Manufacturing/processing: 1.5 per 1,000 sq. ft. gfa

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

(L) *On-site Parking Standards.*

- (1) All parking within the MU/NC shall comply with the Access, Circulation, Parking and Loading Standards specified in Section 24-58 Mixed-use District.
- (2) On-site parking shall comply with Table MU/NC-5. Uses not listed herein shall comply with the parking requirements specified in Article IX.
- (3) Guest parking shall comply with Table MU/NC-5. Guest parking shall be designated and prominently marked on-site as "Guest Parking" and shall not be restricted in any manner to use by a single tenant, owner, unit, or other user.

<b>Table MU/NC-5. Minimum and Maximum Parking Requirements by Use</b>		
	<b>Minimum</b>	<b>Maximum</b>
Retail, restaurant or commercial	2 per 1,000 sf	4 per 1,000 sf
Office	2.5 per 1,000 sf	4 per 1,000 sf
Hotel and motel; hotel and motel, limited	1 per 4 rooms plus 1 per 800 sf for restaurant, public meeting areas; 1 per 15 rooms for staff	1 per 4 rooms plus 1 per 800sf for restaurant, public meeting areas; 1 per 15 rooms for staff
Residential	<del>1 per unit plus 1 per 20 units for guest parking</del> -As required by Section 24-95, “Minimum Space Requirements (A) <a href="#">Residential Uses Table,” under Multifamily parking space requirements</a>	<del>2 per unit plus 1 per 20 units for guest parking</del> -None
Live/Work	2 per 1,000 sf	4 per 1,000 sf
Microbrewery, winery or distillery	Retail/tasting room: 2 spaces per 1,000 sq. ft. gfa; Manufacturing/processing: 1 per 1,000 sq. ft. gfa	Retail/tasting room: 4 spaces per 1,000 sq. ft. gfa; Manufacturing/processing: 1.5 per 1,000 sq. ft. gfa

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

(L) *On-site Parking Standards.*

- (1) All parking within the MU/C shall comply with the Access, Circulation, Parking and Loading Standards specified in Section 24-58 Mixed-use District.
- (2) On-site parking shall comply with Table MU/C-5. Uses not listed herein shall comply with the parking requirements specified in Article IX.
- (3) Guest parking shall comply with Table MU/C-5. Guest parking shall be designated and prominently marked on-site as "Guest Parking" and shall not be restricted in any manner to use by a single tenant, owner, unit, or other user.

<b>Table MU/C-5 Minimum and Maximum Parking Requirements by Use</b>		
	<b>Min</b>	<b>Max</b>
Retail, restaurant or commercial	2 per 1,000 sf	4 per 1,000 sf
Office	2.5 per 1,000 sf	4 per 1,000 sf
Hotel and motel; hotel and motel, limited	1 per 4 rooms plus 1 per 800 sf for restaurant, public meeting areas; 1 per 15 rooms for staff	1 per 4 rooms plus 1 per 800 sf for restaurant, public meeting areas; 1 per 15 rooms for staff
Residential	<del>1 per unit plus 1 per 20 units for guest</del>	<del>2 per unit plus 1 per 20 units for guest</del>

	<del>parking</del> —As required by Section 24-95, “Minimum Space Requirements (A) Residential Uses Table,” under Multifamily parking space requirements	<del>parking</del> —None
Live/work	2 per 1,000 sf	4 per 1,000 sf
Microbrewery, winery or distillery	Retail/tasting room: 2 spaces per 1,000 sq. ft. gfa; Manufacturing/processing: 1 per 1,000 sq. ft. gfa	Retail/tasting room: 4 spaces per 1,000 sq. ft. gfa; Manufacturing/processing: 1.5 per 1,000 sq. ft. gfa

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

...  
 (K) *On-site Parking Standards.*

- (1) All parking within the SOUTHERN MU/WF shall comply with the Access, Circulation, Parking and Loading Standards specified in Section 24-58 Mixed-use District.
- (2) On-site parking shall comply with Table MU/SWF-5. Uses not listed herein shall comply with the parking requirements specified in Article IX.
- (3) Guest parking shall comply with Table MU/SWF-5. Guest parking shall be designated and prominently marked on-site as "Guest Parking" and shall not be restricted in any manner to use by a single tenant, owner, unit, or other user.

	<b>Min</b>	<b>Max</b>
Retail, restaurant or commercial	2 per 1,000 sf	4 per 1,000 sf
Office	2.5 per 1,000 sf	4 per 1,000 sf
Hotel and motel; hotel and motel, limited	1 per 4 rooms plus 1 per 800 sf for restaurant, public meeting areas; 1 per 15 rooms for staff	1 per 4 rooms plus 1 per 800 sf for restaurant, public meeting areas; 1 per 15 rooms for staff
Residential	<del>1 per unit plus 1 per 20 units for guest parking</del> —As required by Section 24-95, “Minimum Space Requirements (A) Residential Uses Table,” under Multifamily parking space requirements	<del>2 per unit plus 1 per 20 units for guest parking</del> —None
Microbrewery, winery or distillery	Retail/tasting room: 2 spaces per 1,000 sq. ft. gfa; Manufacturing/processing: 1 per 1,000 sq. ft. gfa	Retail/tasting room: 4 spaces per 1,000 sq. ft. gfa; Manufacturing/processing: 1.5 per 1,000 sq. ft. gfa

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

...  
 (K) *On-site Parking Standards.*

- (1) All parking within the NORTHERN MU/WF shall comply with the Access, Circulation, Parking and Loading Standards specified in Section 24-58 Mixed-use District.
- (2) On-site parking shall comply with Table MU/NWF-5. Uses not listed herein shall comply with the parking requirements specified in Article IX.
- (3) Guest parking shall comply with Table MU/NWF-5. Guest parking shall be designated and prominently marked on-site as "Guest Parking" and shall not be restricted in any manner to use by a single tenant, owner, unit, or other user.

	<b>Min</b>	<b>Max</b>
Retail, restaurant or commercial	2 per 1,000 sf	4 per 1,000 sf
Office	2.5 per 1,000 sf	4 per 1,000 sf
Hotel and motel; hotel and motel, limited	1 per 4 rooms plus 1 per 800 sf for restaurant, public meeting areas; 1 per 15 rooms for staff	1 per 4 rooms plus 1 per 800sf for restaurant, public meeting areas; 1 per 15 rooms for staff
Residential	<del>1 per unit plus 1 per 20 units for guest parking</del>	<del>2 per unit plus 1 per 20 units for guest parking</del>

	<del>parking</del> —As required by Section 24-95, “Minimum Space Requirements (A) Residential Uses Table.” under <a href="#">Multifamily parking space requirements</a>	<del>parking</del> —None
Microbrewery, winery or distillery	Retail/tasting room: 2 spaces per 1,000 sq. ft. gfa; Manufacturing/processing: 1 per 1,000 sq. ft. gfa	Retail/tasting room: 4 spaces per 1,000 sq. ft. gfa; Manufacturing/processing: 1.5 per 1,000 sq. ft. gfa

...  
Sec. 24-58.7 Eastern Mixed-Use Waterfront District (MU/EWF).

...  
(L) *On-site Parking Standards.*

- (1) All parking within the EASTERN MU/WF shall comply with the Access, Circulation, Parking and Loading Standards specified in Section 24-58 Mixed-use District.
- (2) On-site parking shall comply with Table MU/EWF-5. Uses not listed herein shall comply with the parking requirements specified in Article IX.
- (3) Guest parking shall comply with Table MU/EWF-5. Guest parking shall be designated and prominently marked on-site as "Guest Parking" and shall not be restricted in any manner to use by a single tenant, owner, unit, or other user.

	<b>Min</b>	<b>Max</b>
Retail, restaurant or commercial	2 per 1,000 sf	4 per 1,000 sf
Office	2.5 per 1,000 sf	4 per 1,000 sf
Hotel and motel; hotel and motel, limited	1 per 4 rooms plus 1 per 800 sf for restaurant, public meeting areas; 1 per 15 rooms for staff	1 per 4 rooms plus 1 per 800sf for restaurant, public meeting areas; 1 per 15 rooms for staff
Residential	<del>1/1BR and 2BR unit; 1.5/3BR unit 1/20 units (guest parking)</del> As required by <a href="#">Section 24-95, “Minimum Space Requirements (A) Residential Uses Table,” under Multifamily parking space requirements</a>	<del>2/1BR and 2 BR unit; 3/3BR unit 1/20 units (guest parking)</del> <u>None</u>
Microbrewery, winery or distillery	Retail/tasting room: 2 spaces per 1,000 sq. ft. gfa; Manufacturing/processing: 1 per 1,000 sq. ft. gfa	Retail/tasting room: 4 spaces per 1,000 sq. ft. gfa; Manufacturing/processing: 1.5 per 1,000 sq. ft. gfa

...  
Sec. 24-58.8 International Boulevard District (MU/IB).

...  
(C) *On-Site Parking Standards.*

- (1) *Vehicular Parking.*
  - a. All parking within the MU/IB shall comply with the Access, Circulation, Parking and Loading Standards specified in Section 24-58 Mixed-Use District.
  - b. On-site parking shall comply with Table MU/IB-7. Uses not listed herein shall comply with the parking requirements specified in Article IX.
  - c. Guest parking shall comply with Table MU/IB-7. Guest parking shall be designated and prominently marked on-site as "Guest Parking" with signage and shall not be restricted in any manner to use by a single tenant, owner, unit, or other user.

<b>Uses</b>	<b>Parking Spaces (min.)</b>	<b>Parking Spaces (max.)</b>
Retail, Restaurant or Commercial	2/1,000 sf	4/1,000 sf
Office	2.5/1,000 sf	4/1,000 sf
Hotel and Motel; Hotel and Motel Limited	1/4 rooms and; 1/800 sf (restaurant, public meeting areas) and; 1/15 rooms for staff	1/4 rooms and; 1/800 sf (restaurant, public meeting areas) and; 1/15 rooms for staff

Residential (multi-family)	<del>1/1BR and 2 BR unit; 1.5/3BR unit 1/20 units (guest parking)</del> <u>As required by Section 24-95, "Minimum Space Requirements (A) Residential Uses Table," under Multifamily parking space requirements</u>	<del>2/1BR and 2 BR unit; 3/3BR unit 1/20 units (guest parking)</del> None
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...

**Section 4.** That Article IX, Section 24-93 entitled "Off-Street Parking and Loading, Parking Lot Design Standards," is hereby amended to state as follows (underlined is added; ~~stricken through~~ is deleted):

...

(L) Multi-family Tandem Parking. The storage of up to two (2) vehicles one behind another in one standard-size parking space shall be permitted only if granted concurrent with approval of a site plan. Tandem parking can only be used in a 90-degree configuration. Each tandem parking space shall be self-parking and only serve one designated multi-family unit of two-bedrooms or greater, unless the tandem spaces are used in conjunction solely with valet parking services. Tandem parking designs are subject to traffic circulation review and site plan approval.

1. All tandem parking spaces shall have specific signage designating for residential units only.
2. All tandem parking spaces used to meet residential parking requirements must only be used for storage of vehicles.
3. All tandem spaces shall have at least one required wheel stop.

(M) Valet parking. A parking facility with a valet service or operator which allows for attendants to receive, park and deliver the automobiles of occupants, tenants, customers, invitees, and visitors, including tandem parking may be utilized to fulfill some or all of the requirements of the Code provided the following requirements are complied with:

- (a) Any required valet parking utilized to fulfill the parking requirements set forth in this section shall be governed by an agreement with the city (in such form as may be approved by the City Attorney), and recorded in public record. The agreement shall constitute a covenant running with the land binding upon the owners, heirs, administrators, successors, and assigns. The agreement with the city must include a legal description of the parcel where parking will be located and state the number of parking spaces which must be provided. If the parcel to be used for valet parking is different than the parcel the parking serves, the provisions for off-street parking must be met. The agreement may be released by the city at such time that approval is obtained for an alternative parking arrangement which satisfies the parking requirements for said use.
- (b) The required queue is to be provided on private property as opposed to public rights-of-way.
- (c) There is a parking professional available for vehicle retrieval one hundred percent (100%) of the operating hours of the use (which for a residential use shall constitute at all times).
- (d) The dimensions for permanent single valet parking spaces shall be a minimum of nine (9) feet wide and eighteen (18) feet deep. The dimensions for permanent tandem valet parking spaces with a maximum stacking of two vehicles shall be a minimum of nine (9) feet by thirty-six (36) feet.
- (e) Valet parking may be utilized to conform with the number of handicap accessible parking spaces provided that:
  - i. An adequate number of handicapped accessible spaces, the dimensions of which conform to the standards set forth in this section as determined during site plan approval, shall be provided adjacent to the vehicle queuing area for those vehicles which cannot be operated by the parking professional; and,
  - ii. All other vehicles may be safely operated by aforementioned parking professional.



(f) Valet drop-off/queuing area must be provided with a minimum length of 100 feet. Greater queuing area may be required as a condition of site plan or conditional use approval based upon the intensity of the use.

(g) Mechanical Vehicle Lifts. Any mechanical lift parking utilized to meet parking requirements shall be used solely in conjunction with valet parking services. The use of mechanical lifts shall be governed by an agreement with the city (in such form as may be approved by the City Attorney), and recorded in public record. The agreement shall constitute a covenant running with the land binding upon the owners, heirs, administrators, successors, and assigns. The agreement with the city must include a legal description of the parcel where parking will be located and state the number of parking spaces which must be provided. The agreement may be released by the city at such time that approval is obtained for an alternative parking arrangement which satisfies the parking requirements for said use.

(N) Fee-based parking. Parking facilities which charge a fee may not be utilized to fulfill residential parking requirements. No parking facility, where sufficient on-street parking, or non-fee parking facilities, are present within five hundred (500) feet of said facility, may be permitted to charge a parking fee for spaces allocated to fulfill on-site residential parking requirements, inclusive of any shared parking. Fee-based parking facilities are subject to traffic circulation review and site plan approval.

...

**Section 5.** That Article IX entitled “Off-Street Parking and Loading, Section 24-95 Minimum Space Requirements,” is hereby amended to state as follows (underlined is added; ~~stricken through~~ is deleted):

All uses shall be subject to the following minimum space requirements unless additional spaces may be required as a condition for securing a permitted conditional use. All fractional space requirements shall be rounded off to the next highest number. For uses not specified, the Director shall determine the space requirements; a parking study may be required. Requirements of this section may be modified in accordance with a traffic circulation review as part of the site plan review process, provided such review demonstrates sufficient parking spaces will be provided on-site.

(A) *Residential Uses.*

Use	Parking Space Requirement
Single-family and two-family	2 spaces for each dwelling unit
Multifamily	<del>1.0 spaces for each efficiency unit, 1.5 spaces 1 bedroom and 2 bedroom unit, and 2 spaces for each 3 bedroom unit or larger except Eastern Shores which shall have 2 spaces per efficiency or 1 bedroom unit and 3 spaces per 2 bedroom unit or larger</del> <u>1 space for each efficiency/studio unit</u> <u>1 space for each one-bedroom unit</u> <u>2 spaces for each two-bedroom unit</u>

	<u>3 spaces for each three-bedroom unit</u> <u>4 spaces for each four-bedroom unit or larger</u> <u>1 per 10 units for guest spaces</u>
<u>Multi-family</u> <u>Eastern Shores</u>	<u>2.0 spaces for each efficiency unit</u> <u>2.0 spaces for each one-bedroom unit</u> <u>3.0 spaces for each two-bedroom and larger units</u>
Mobile home	1 space per unit

...

\* \* \* \* \*

**Section 6.** **Repeal.** All ordinances or parts of ordinances in conflict herewith are repealed.

**Section 7.** **Conflicts.** In the event that the provisions of this Ordinance are in conflict with any other ordinance, rule or regulation, the provisions of this Ordinance shall prevail.

**Section 8.** **Severability.** 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 9.** **Codification.** 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 10.** **Effective Date.** 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      **the day of**           , **2023.**

[SIGNATURE PAGE TO FOLLOW]

ATTEST:

\_\_\_\_\_  
ANDRISE BERNARD  
CITY CLERK

\_\_\_\_\_  
MAYOR

(CITY SEAL)

APPROVED AS TO FORM &  
LANGUAGE & FOR EXECUTION

\_\_\_\_\_  
CITY ATTORNEY

SPONSORED BY: Mayor and City Commission

	YES	NO	ABSTAIN	ABSENT
Commissioners				
Mayor				
Commissioner McKenzie Fleurimond				
Commissioner Fortuna Smukler				
Commissioner Jay R. Chernoff				
Commissioner Michael Joseph				
Commissioner Phyllis Smith				
Commissioner Daniela Jean				



**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  
 (305) 354-4456

**City Commission Staff Report**

**Meeting:** 10/17/2023

**File No:** 22-08

**Application Name:**  
 Multi-Family Parking Requirement Text Amendment

**General Data:**

Ordinance Amending Chapter 24 of the City Code, “Zoning and Land Development,” Specifically:

- A.** Article 5, “Zoning Use Districts,” to modify the residential category minimum and maximum parking requirements of:
  - Section 24-58.1 - Fulford Mixed-Use Town Center District (MU/TC)
  - Section 24-58.2 - Mixed-Use Employment Center District (MU/EC)
  - Section 24-58.3 - Mixed-Use Neighborhood Center District (MU/NC)
  - Section 24-58.4 - Arch Creek Mixed-Use Corridor District (MU/C)
  - Section 24-58.5 - Southern Mixed-Use Waterfront District (MU/SWF)
  - Section 24-58.6 - Northern Mixed-Use Waterfront District (MU/NWF)
  - Section 24-58.7 - Eastern Mixed-Use Waterfront District (MU/EWF)
  - Section 24-58.8 - International Boulevard District (MU/IB)
  
- B.** Article 9, “Off Street Parking and Loading,” to modify section 24-93 “Parking Lot Design Standards,” to create subsections:
  - Subsection (L) “Multi-Family Tandem Parking”
  - Subsection (M) “Valet Parking”
  - Subsection (N) “Fee-Based Parking”
  
- C.** Article 9, “Off Street Parking and Loading,” to modify section 24-95 “Minimum Space Requirements” to clarify and increase parking space requirements for multi-family developments.

**Optional Board Motions:**

1. **Move to continue** with direction.
  
2. **Move to approve** the Text Amendment request by finding that it is consistent with the purpose and intent of the Zoning and Land Development code.
  
3. **Move to deny** of the Text Amendment request by finding that the request is inconsistent with the Comprehensive Plan and does not meet the intent and purpose of the Zoning and Land Development Code.

Project Planner:	Review Dates:	Attachments
City of North Miami Beach Community Development Department Planning & Zoning Division  Calvin, Giordano & Associates	<u>Planning &amp; Zoning Board:</u> October 16, 2023  <u>City Commission:</u> October 17, 2023	1. Draft Resolution

## Background & Analysis:

In November 2022, CGA commenced a residential parking utilization study and parking regulations analysis for the City of North Miami Beach. The study and analysis sought both to ascertain the parking utilization levels at several multi-family developments throughout the City, and analyze the current parking regulations for multi-family developments in the City code.

Using best-practice standards, city staff suggestions, public input, and data collected as part of the parking utilization study, CGA prepared recommendations for changes to the code to improve and increase parking requirements for multi-family development moving forward. Other nearby and representative cities were analyzed for their parking requirements, including Miami, North Miami, Miami Shores, Sunny Isles, and Fort Lauderdale.

### Initial Parking Utilization Study:

As part of the original assignment, the parking utilization study began with an analysis of four sites chosen by the city:

1. Lazul apartments (2145 NE 164th St)
2. Floridian Arms apartments (1450 NE 170th St)
3. The Highlands apartments (13780, 13810, 13740 Highland Dr)
4. Miami Sandpiper Condominium (3745 NE 171st St)

The study revealed that the minimum parking requirements of the City code were lower than the actual peak parking demand for multifamily uses. Analysis of the code found that parking requirements in the mixed-use districts were particularly inadequate to meet demand, and that parking lot design requirements failed to regulate or allow for parking options that could help meet future demand.

### Multi-Family Parking Assessment, Parking Regulation Workshop:

During the workshop on April 12, 2023, in which a presentation of the parking utilization results and proposed code changes were made, concerns were raised by the public and elected officials regarding the low minimum parking requirements of the mixed-use districts, the inadequate minimum requirements for multi-family structures in general, and the need for further analysis of parking utilization at more sites throughout the city. The Mayor and City Commissioners asked that additional sites be studied, and that CGA analyze the parking utilization at The Harbour and Marina Palms condominiums.

### Additional Parking Utilization Study:

CGA worked with city staff to determine appropriate additional sites for parking utilization analysis. The selection was based on the need for varying geographic areas within the city to be represented, a variety of multi-family structures to be included, and for the sites to represent varying ages. The following additional four sites were analyzed in August 2023:

5. Inland Towers (2075 NE 164th St)
6. Tiberius apartments (1985 NE 168th Street)
7. Leeward Point Townhouses (16479 NE 27th Ave)
8. Coral Isle West (3545 NE 166th St)

As requested by the City Commission, and in order to incorporate the unique nature of two more recent and larger residential developments, the following two sites were analyzed in September, 2023:

9. The Harbour condominium (16385 Biscayne Blvd)
10. Marina Palms condominium (17111, 17201, 17301 Biscayne Blvd)

Again, analysis of the additional sites revealed the minimum parking requirements of the City code were lower than the current parking demand for these multifamily developments. Furthermore, separate analysis of The Harbour and Marina Palms developments revealed unique circumstances, as these sites are located in areas without on-street parking, included solely structured parking for residents, valet parking facilities nearing capacity, and concerns about parking raised by building management. Field review also indicated that, as expected, free parking spaces filled up before paid spaces, and thus, where fee parking on private parking exists in proximity to free public, on-street parking, parking is shifted from private to public areas with in vicinity, given the semblance of full on-street parking when in reality, the parking demand has not risen, just shifted geographically.

**Parking Utilization Study, Existing Spaces:**

Site	Location	Parking Spaces
Lazul apartments	2145 NE 164th St, North Miami Beach, FL 33162	349
Floridian Arms apartments	1450 NE 170th St, North Miami Beach, FL 33162	73
The Highlands apartments	13780, 13810, 13740 Highland Dr, North Miami Beach, FL 33181	60
Miami Sandpiper Condominium	3745 NE 171st St, North Miami Beach, FL 33160	78
Inland Towers	2075 NE 164 <sup>th</sup> St., North Miami Beach, FL 33162	186
Tiberius apartments	1985 NE 168 <sup>th</sup> St., North Miami Beach, FL 33162	15
Leeward Point Townhouses	16479 NE 27 <sup>th</sup> Ave, North Miami Beach, FL 33160	254
Coral Isle West	3545 NE 166 <sup>th</sup> St., North Miami Beach, FL 33160	112
The Harbour condominium	16385 Biscayne Blvd, North Miami Beach, FL 33160	643
Marina Palms condominium	17111, 17201, 17301 Biscayne Blvd, North Miami Beach, FL 33160	841

### Code Change Recommendations:

Through analysis of the City Code parking requirements, knowledge of best practices, incorporation of public and official input, staff recommendations, and findings of the parking utilization study, CGA has *proposed the following changes to the Code*, contained in the Ordinance attached:

**A. Amend the subsections of Section 24-58, to remove the separate & lower minimum parking requirements, and remove the maximum parking requirement, of each mixed-use district.**

- Current Minimums: “1 per unit plus 1 per 20 units for guest parking”
- Current Maximums: “2 per unit plus 1 per 20 units for guest parking”
- Minimum changed: “As required by Section 24-95, “Minimum Space Requirements (A)” (*Mixed-use districts would now be subject to the same multi-family minimum parking requirements city-wide*)
- Maximum change to: “None”
- Proposed Changes to the code as follows:

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

...

(L) *On-site Parking Standards.*

- (1) All parking within the MU/TC shall comply with the Access, Circulation, Parking and Loading Standards specified in Section 24-58 Mixed-Use District.
- (2) On-site parking shall comply with Table MU/TC-5. Uses not listed herein shall comply with the parking requirements specified in Article IX.
- (3) Guest parking shall comply with Table MU/TC-5. Guest parking shall be designated and prominently marked on-site as "Guest Parking" and shall not be restricted in any manner to use by a single tenant, owner, unit, or other user.

	Min	Max
Retail, restaurant or commercial	2 per 1,000 sf	4 per 1,000 sf
Office	2.5 per 1000sf	4 per 1,000 sf
Hotel and motel; hotel and motel, limited	1 per 4 rooms plus 1 per 800sf for restaurant, public meeting areas; 1 per 15 rooms for staff	1 per 4 rooms plus 1 per 800sf for restaurant, public meeting areas; 1 per 15 rooms for staff
Residential	<del>1 per unit plus 1 per 20 units for guest parking</del> As required by Section 24-95, “Minimum Space Requirements (A) Residential Uses Table,” under Multifamily parking space requirements	<del>2 per unit plus 1 per 20 units for guest parking</del> None
Places of Public Assembly	1 space for each 3 seats in the principal assembly area or 10 spaces for each 1,000 sq. ft. of gfa, whichever is greater	1 space for each 3 seats in the principal assembly area or 10 spaces for each 1,000 sq. ft. of gfa, whichever is greater
Live/work	2 per 1,000 sf	4 per 1,000 sf
Microbrewery, winery or distillery	Retail/tasting room: 2 spaces per 1,000 sq. ft. gfa; Manufacturing/processing: 1 per 1,000 sq. ft. gfa	Retail/tasting room: 4 spaces per 1,000 sq. ft. gfa; Manufacturing/processing: 1.5 per 1,000 sq. ft. gfa

...

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

...

(L) *On-site Parking Standards.*

- (1) All parking within the MU/EC shall comply with the Access, Circulation, Parking and Loading Standards specified in Section 24-58 Mixed-use District.
- (2) On-site parking shall comply with Table MU/EC-5. Uses not listed herein shall comply with the parking requirements specified in Article IX.
- (3) Guest parking shall comply with Table MU/EC-5. Guest parking shall be designated and prominently marked on-site

as "Guest Parking" and shall not be restricted in any manner to use by a single tenant, owner, unit, or other user.

Table MU/EC-5 Minimum and Maximum Parking Requirements by Use		
	Min	Max
Retail, restaurant or commercial	2 per 1,000 sf	4 per 1,000 sf
Office	2.5 per 1,000 sf	4 per 1,000 sf
Hotel and motel; hotel and motel, limited	1 per 4 rooms plus 1 per 800 sf for restaurant, public meeting areas; 1 per 15 rooms for staff	1 per 4 rooms plus 1 per 800 sf for restaurant, public meeting areas; 1 per 15 rooms for staff
Residential	1 per unit plus 1 per 20 units for guest parking As required by Section 24-95, "Minimum Space Requirements (A) Residential Uses Table," under <u>Multifamily parking space requirements</u>	2 per unit plus 1 per 20 units for guest parking <u>None</u>
Live/work	2 per 1,000 sf	4 per 1,000 sf
Self-Storage	1 per 10,000 sf or 8 spaces gfa, whichever is greater	1 per 1,000 sf gfa
Microbrewery, winery or distillery	Retail/tasting room: 2 spaces per 1,000 sq. ft. gfa; Manufacturing/processing: 1 per 1,000 sq. ft. gfa	Retail/tasting room: 4 spaces per 1,000 sq. ft. gfa; Manufacturing/processing: 1.5 per 1,000 sq. ft. gfa

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

(L) *On-site Parking Standards.*

- (1) All parking within the MU/NC shall comply with the Access, Circulation, Parking and Loading Standards specified in Section 24-58 Mixed-use District.
- (2) On-site parking shall comply with Table MU/NC-5. Uses not listed herein shall comply with the parking requirements specified in Article IX.
- (3) Guest parking shall comply with Table MU/NC-5. Guest parking shall be designated and prominently marked on-site as "Guest Parking" and shall not be restricted in any manner to use by a single tenant, owner, unit, or other user.

Table MU/NC-5. Minimum and Maximum Parking Requirements by Use		
	Minimum	Maximum
Retail, restaurant or commercial	2 per 1,000 sf	4 per 1,000 sf
Office	2.5 per 1,000 sf	4 per 1,000 sf
Hotel and motel; hotel and motel, limited	1 per 4 rooms plus 1 per 800 sf for restaurant, public meeting areas; 1 per 15 rooms for staff	1 per 4 rooms plus 1 per 800sf for restaurant, public meeting areas; 1 per 15 rooms for staff
Residential	1 per unit plus 1 per 20 units for guest parking As required by Section 24-95, "Minimum Space Requirements (A) Residential Uses Table," under <u>Multifamily parking space requirements</u>	2 per unit plus 1 per 20 units for guest parking <u>None</u>
Live/Work	2 per 1,000 sf	4 per 1,000 sf
Microbrewery, winery or distillery	Retail/tasting room: 2 spaces per 1,000 sq. ft. gfa; Manufacturing/processing: 1 per 1,000 sq. ft. gfa	Retail/tasting room: 4 spaces per 1,000 sq. ft. gfa; Manufacturing/processing: 1.5 per 1,000 sq. ft. gfa

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

(L) *On-site Parking Standards.*

- (1) All parking within the MU/C shall comply with the Access, Circulation, Parking and Loading Standards specified in Section 24-58 Mixed-use District.
- (2) On-site parking shall comply with Table MU/C-5. Uses not listed herein shall comply with the parking requirements specified in Article IX.
- (3) Guest parking shall comply with Table MU/C-5. Guest parking shall be designated and prominently marked on-site as



"Guest Parking" and shall not be restricted in any manner to use by a single tenant, owner, unit, or other user.

Table MU/C-5 Minimum and Maximum Parking Requirements by Use		
	Min	Max
Retail, restaurant or commercial	2 per 1,000 sf	4 per 1,000 sf
Office	2.5 per 1,000 sf	4 per 1,000 sf
Hotel and motel; hotel and motel, limited	1 per 4 rooms plus 1 per 800 sf for restaurant, public meeting areas; 1 per 15 rooms for staff	1 per 4 rooms plus 1 per 800 sf for restaurant, public meeting areas; 1 per 15 rooms for staff
Residential	<del>1 per unit plus 1 per 20 units for guest parking</del> As required by Section 24-95, "Minimum Space Requirements (A) Residential Uses Table," under Multifamily parking space requirements	<del>2 per unit plus 1 per 20 units for guest parking</del> None
Live/work	2 per 1,000 sf	4 per 1,000 sf
Microbrewery, winery or distillery	Retail/tasting room: 2 spaces per 1,000 sq. ft. gfa; Manufacturing/processing: 1 per 1,000 sq. ft. gfa	Retail/tasting room: 4 spaces per 1,000 sq. ft. gfa; Manufacturing/processing: 1.5 per 1,000 sq. ft. gfa

...

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

...

(K) *On-site Parking Standards.*

- (1) All parking within the SOUTHERN MU/WF shall comply with the Access, Circulation, Parking and Loading Standards specified in Section 24-58 Mixed-use District.
- (2) On-site parking shall comply with Table MU/SWF-5. Uses not listed herein shall comply with the parking requirements specified in Article IX.
- (3) Guest parking shall comply with Table MU/SWF-5. Guest parking shall be designated and prominently marked on-site as "Guest Parking" and shall not be restricted in any manner to use by a single tenant, owner, unit, or other user.

Table MU/SWF-5 Minimum and Maximum Parking Requirements by Use		
	Min	Max
Retail, restaurant or commercial	2 per 1,000 sf	4 per 1,000 sf
Office	2.5 per 1,000 sf	4 per 1,000 sf
Hotel and motel; hotel and motel, limited	1 per 4 rooms plus 1 per 800 sf for restaurant, public meeting areas; 1 per 15 rooms for staff	1 per 4 rooms plus 1 per 800 sf for restaurant, public meeting areas; 1 per 15 rooms for staff
Residential	<del>1 per unit plus 1 per 20 units for guest parking</del> As required by Section 24-95, "Minimum Space Requirements (A) Residential Uses Table," under Multifamily parking space requirements	<del>2 per unit plus 1 per 20 units for guest parking</del> None
Microbrewery, winery or distillery	Retail/tasting room: 2 spaces per 1,000 sq. ft. gfa; Manufacturing/processing: 1 per 1,000 sq. ft. gfa	Retail/tasting room: 4 spaces per 1,000 sq. ft. gfa; Manufacturing/processing: 1.5 per 1,000 sq. ft. gfa

...

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

...

(K) *On-site Parking Standards.*

- (1) All parking within the NORTHERN MU/WF shall comply with the Access, Circulation, Parking and Loading Standards specified in Section 24-58 Mixed-use District.
- (2) On-site parking shall comply with Table MU/NWF-5. Uses not listed herein shall comply with the parking requirements specified in Article IX.
- (3) Guest parking shall comply with Table MU/NWF-5. Guest parking shall be designated and prominently marked on-site as "Guest Parking" and shall not be restricted in any manner to use by a single tenant, owner, unit, or other user.

**Table MU/NWF-5 Minimum and Maximum Parking Requirements by Use**

	Min	Max
Retail, restaurant or commercial	2 per 1,000 sf	4 per 1,000 sf
Office	2.5 per 1,000 sf	4 per 1,000 sf
Hotel and motel; hotel and motel, limited	1 per 4 rooms plus 1 per 800 sf for restaurant, public meeting areas; 1 per 15 rooms for staff	1 per 4 rooms plus 1 per 800sf for restaurant, public meeting areas; 1 per 15 rooms for staff
Residential	<u>1 per unit plus 1 per 20 units for guest parking As required by Section 24-95, "Minimum Space Requirements (A) Residential Uses Table," under Multifamily parking space requirements</u>	<u>2 per unit plus 1 per 20 units for guest parking None</u>
Microbrewery, winery or distillery	Retail/tasting room: 2 spaces per 1,000 sq. ft. gfa; Manufacturing/processing: 1 per 1,000 sq. ft. gfa	Retail/tasting room: 4 spaces per 1,000 sq. ft. gfa; Manufacturing/processing: 1.5 per 1,000 sq. ft. gfa

...

Sec. 24-58.7 Eastern Mixed-Use Waterfront District (MU/EWF).

...

(L) *On-site Parking Standards.*

- (1) All parking within the EASTERN MU/WF shall comply with the Access, Circulation, Parking and Loading Standards specified in Section 24-58 Mixed-use District.
- (2) On-site parking shall comply with Table MU/EWF-5. Uses not listed herein shall comply with the parking requirements specified in Article IX.
- (3) Guest parking shall comply with Table MU/EWF-5. Guest parking shall be designated and prominently marked on-site as "Guest Parking" and shall not be restricted in any manner to use by a single tenant, owner, unit, or other user.

**Table MU/EWF-5 Minimum and Maximum Parking Requirements by Use**

	Min	Max
Retail, restaurant or commercial	2 per 1,000 sf	4 per 1,000 sf
Office	2.5 per 1,000 sf	4 per 1,000 sf
Hotel and motel; hotel and motel, limited	1 per 4 rooms plus 1 per 800 sf for restaurant, public meeting areas; 1 per 15 rooms for staff	1 per 4 rooms plus 1 per 800sf for restaurant, public meeting areas; 1 per 15 rooms for staff
Residential	<u>1/1BR and 2BR unit; 1.5/3BR unit 1/20 units (guest parking) As required by Section 24-95, "Minimum Space Requirements (A) Residential Uses Table," under Multifamily parking space requirements</u>	<u>2/1BR and 2 BR unit; 3/3BR unit 1/20 units (guest parking) None</u>
Microbrewery, winery or distillery	Retail/tasting room: 2 spaces per 1,000 sq. ft. gfa; Manufacturing/processing: 1 per 1,000 sq. ft. gfa	Retail/tasting room: 4 spaces per 1,000 sq. ft. gfa; Manufacturing/processing: 1.5 per 1,000 sq. ft. gfa

...

Sec. 24-58.8 International Boulevard District (MU/IB).

...

(C) *On-Site Parking Standards.*

- (1) *Vehicular Parking.*
  - a. All parking within the MU/IB shall comply with the Access, Circulation, Parking and Loading Standards specified in Section 24-58 Mixed-Use District.
  - b. On-site parking shall comply with Table MU/IB-7. Uses not listed herein shall comply with the parking requirements specified in Article IX.
  - c. Guest parking shall comply with Table MU/IB-7. Guest parking shall be designated and prominently marked on-site as "Guest Parking" with signage and shall not be restricted in any manner to use by a single tenant, owner, unit, or other user.

**Table MU/IB-7. Minimum and Maximum Parking Requirements by Use**

Uses	Parking Spaces (min.)	Parking Spaces (max.)
Retail, Restaurant or Commercial	2/1,000 sf	4/1,000 sf

Office	2.5/1,000 sf	4/1,000 sf
Hotel and Motel; Hotel and Motel Limited	1/4 rooms and; 1/800 sf (restaurant, public meeting areas) and; 1/15 rooms for staff	1/4 rooms and; 1/800 sf (restaurant, public meeting areas) and; 1/15 rooms for staff
Residential (multi-family)	1/1BR and 2 BR unit; 1.5/3BR unit 1/20 units (guest parking) As required by Section 24-95, "Minimum Space Requirements (A) Residential Uses Table," under Multifamily parking space requirements	2/1BR and 2 BR unit; 3/3BR unit 1/20 units (guest parking) <u>None</u>

**B. Amend Section 24-93, to update "Parking Lot Design Standards" to include methods that can help future development meet the city-wide multi-family parking requirements, and regulate proper parking utilization:**

- Multi-family Tandem Parking: *limited to two tandem spaces for each residential unit*
- Valet Parking: *by separate agreement with the city only, and not exempt from minimum space requirements, and any mechanical vehicle lifts must be operated by valet*
- Limiting fee-based parking: *cannot be used to fulfill minimum parking requirements, and not permitted within 500' of sufficient on-street or free parking*
- Proposed Changes to the code as follows:

Section 24-93 Parking Lot Design Standards

...

"(L) Multi-family Tandem Parking. The storage of up to two (2) vehicles one behind another in one standard-size parking space shall be permitted only if granted concurrent with approval of a site plan. Tandem parking can only be used in a 90-degree configuration. Each tandem parking space shall be self-parking and only serve one designated multi-family unit of two-bedrooms or greater, unless the tandem spaces are used in conjunction solely with valet parking services. Tandem parking designs are subject to traffic circulation review and site plan approval.

1. All tandem parking spaces shall have specific signage designating for residential units only.
2. All tandem parking spaces used to meet residential parking requirements must only be used for storage of vehicles.
3. All tandem spaces shall have at least one required wheel stop.

(M) Valet parking. A parking facility with a valet service or operator which allows for attendants to receive, park and deliver the automobiles of occupants, tenants, customers, invitees, and visitors, including tandem parking may be utilized to fulfill some or all of the requirements of the Code provided the following requirements are complied with:

- (a) Any required valet parking utilized to fulfill the parking requirements set forth in this section shall be governed by an agreement with the city (in such form as may be approved by the City Attorney), and recorded in public record. The agreement shall constitute a covenant running with the land binding upon the owners, heirs, administrators, successors, and assigns. The agreement with the city must include a legal description of the parcel where parking will be located and state the number of parking spaces which must be provided. If the parcel to be used for valet parking is different than the parcel the parking serves, the provisions for off-street parking must be met. The agreement may be released by the city at such time that approval is obtained for an alternative parking arrangement which satisfies the parking requirements for said use.
- (b) The required queue is to be provided on private property as opposed to public rights-of-way.
- (c) There is a parking professional available for vehicle retrieval one hundred percent (100%) of the operating hours of the use (which for a residential use shall constitute at all times).
- (d) The dimensions for permanent single valet parking spaces shall be a minimum of nine (9) feet wide and eighteen (18)

feet deep. The dimensions for permanent tandem valet parking spaces with a maximum stacking of two vehicles shall be a minimum of nine (9) feet by thirty-six (36) feet.

- (e) Valet parking may be utilized to conform with the number of handicap accessible parking spaces provided that:
  - i. An adequate number of handicapped accessible spaces, the dimensions of which conform to the standards set forth in this section as determined during site plan approval, shall be provided adjacent to the vehicle queuing area for those vehicles which cannot be operated by the parking professional; and,
  - ii. All other vehicles may be safely operated by aforementioned parking professional.
  
- (f) Valet drop-off/queuing area must be provided with a minimum length of 100 feet. Greater queuing area may be required as a condition of site plan or conditional use approval based upon the intensity of the use.
  
- (g) Mechanical Vehicle Lifts. Any mechanical lift parking utilized to meet parking requirements shall be used solely in conjunction with valet parking services. The use of mechanical lifts shall be governed by an agreement with the city (in such form as may be approved by the City Attorney), and recorded in public record. The agreement shall constitute a covenant running with the land binding upon the owners, heirs, administrators, successors, and assigns. The agreement with the city must include a legal description of the parcel where parking will be located and state the number of parking spaces which must be provided. The agreement may be released by the city at such time that approval is obtained for an alternative parking arrangement which satisfies the parking requirements for said use.

(N) Fee-based parking. Parking facilities which charge a fee may not be utilized to fulfill residential parking requirements. No parking facility, where sufficient on-street parking, or non-fee parking facilities, are present within five hundred (500) feet of said facility, may be permitted to charge a parking fee for spaces allocated to fulfill on-site residential parking requirements, inclusive of any shared parking. Fee-based parking facilities are subject to traffic circulation review and site plan approval.

**C. Amend Section 24-95 “Minimum Space Requirements”, to increase the city-wide Multifamily minimum parking requirements for all future residential development.**

- Change to: 1 parking space for every dwelling unit bedroom
- Adds a requirement for guest parking (1 for every 10 units)
- Allows for the City to modify these requirements on a case-by-case basis by requiring a developer to submit a traffic circulation study that can demonstrate sufficient parking
- Current:
  - “1.0 spaces for each efficiency unit, 1.5 spaces 1 bedroom and 2 bedroom unit, and 2 spaces for each 3 bedroom unit or larger except Eastern Shores which shall have 2 spaces per efficiency or 1 bedroom unit and 3 spaces per 2 bedroom unit or larger”
- Change to:
  - “1 space for each efficiency/studio unit
  - 1 space for each one-bedroom unit
  - 2 spaces for each two-bedroom unit
  - 3 spaces for each three-bedroom unit
  - 4 spaces for each four-bedroom unit or larger
  - 1 per 10 units for guest spaces”
- Eastern Shores Multi-family requirement language is clarified, but remains the same
- Proposed changes to the Code as follows:

Section 24-95 Minimum Space Requirements

All uses shall be subject to the following minimum space requirements unless additional spaces may be required as a condition for securing a permitted conditional use. All fractional space requirements shall be rounded off to the next highest number. For uses not specified, the Director shall determine the space requirements; a parking study may be required. Requirements of this section may be modified in accordance with a traffic circulation review as part of the site

plan review process, provided such review demonstrates sufficient parking spaces will be provided on-site.

(A) Residential Uses.

Use	Parking Space Requirement
Single-family and two-family	2 spaces for each dwelling unit
Multifamily	<p><del><u>1.0 spaces for each efficiency unit, 1.5 spaces 1 bedroom and 2 bedroom unit, and 2 spaces for each 3 bedroom unit or larger except Eastern Shores which shall have 2 spaces per efficiency or 1 bedroom unit and 3 spaces per 2 bedroom unit or larger</u></del></p> <p><u>1 space for each efficiency/studio unit</u></p> <p><u>1 space for each one-bedroom unit</u></p> <p><u>2 spaces for each two-bedroom unit</u></p> <p><u>3 spaces for each three-bedroom unit</u></p> <p><u>4 spaces for each four-bedroom unit or larger</u></p> <p><u>1 per 10 units for guest spaces</u></p>
<p><u>Multi-family</u></p> <p><u>Eastern Shores</u></p>	<p><u>2.0 spaces for each efficiency unit</u></p> <p><u>2.0 spaces for each one-bedroom unit</u></p> <p><u>3.0 spaces for each two-bedroom and larger units</u></p>
Mobile home	1 space per unit

**Analysis:**

**Compliance with the Zoning and Land Development Regulations (ZLDC):**

- .

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Figure MU/TC – 10: Street Type S6

**Recommendation:**

Staff Recommends approval of the Zoning Amendment Text to Section 24-58 “Mixed-Use (MU) District” to amend the existing regulating plan AND DIAGRAM OF the Mixed Use District and Section 24-58.1 “Fulford Mixed-Use Town Center (MU/TC)” District. The recommendation to approve will maintain consistency to the City’s comprehensive plan and Land development regulations.



**Legislation  
11.3.**

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

**MEMORANDUM**

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<b>TO:</b>	Mayor and City Commission
<b>FROM:</b>	Marline Monestime, Chief of Staff
<b>VIA:</b>	Mario A. Diaz, City Manager
<b>DATE:</b>	September 17, 2024

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**RE:** Resolution No. R2024-80 American Rescue Plan Act (ARPA) Reallocations (Marline Monestime, Chief of Staff)

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**Description**

In March of 2021, Congress passed the American Rescue Plan of 2021 (ARPA) into law, which established the Coronavirus State and Local Fiscal Recovery Fund. This fund is to be used to help local governments nationwide with COVID-19 pandemic recovery assistance.

**BACKGROUND**

**ANALYSIS:**

The City of North Miami Beach received a total allocation of \$21,557,242, distributed in two tranches:

Tranche One- \$10,778,621  
Tranche Two- \$10,778,621

To close out projects with remaining balances and complete budget transfers, it is recommended that the Mayor & City Commission review all projects and reallocate funds by the December 31, 2024 obligation deadline set forth by the U.S. Treasury.

**RECOMMENDATION:** Staff requests the Mayor & Commission's review of the project lines to propose changes to reallocate any funds before the December 31, 2024 obligation deadline.

**FISCAL/ BUDGETARY**

**IMPACT:**

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**ATTACHMENTS:**

**Description**

- ▣ Reso- ARPA 2024
- ▣ Executed Reso- 2021-96



**RESOLUTION NO. R2024-XX**

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AUTHORIZING REALLOCATION OF AMERICAN RESCUE PLAN ACT (ARPA) STATE AND LOCAL FISCAL RECOVERY FUNDS (SLFRF) FROM TRANCHE ONE AND TRANCHE TWO; AUTHORIZING THE CITY MANAGER TO MAKE ADDITIONAL ALLOCATIONS IN AN AMOUNT NOT-TO-EXCEED TWO HUNDRED AND FIFTY THOUSAND DOLLARS (\$250,000.00); AND FURTHER AUTHORIZING THE CITY MANAGER TO ESTABLISH PROGRAMS AND GUIDELINES, AS NEEDED, TO ENSURE THE TIMELY DISBURSEMENT OF GRANT FUNDS; PROVIDING FOR AN EFFECTIVE DATE AND ALL OTHER PURPOSES.**

**WHEREAS**, the City of North Miami Beach approved Resolution No. 2021-96 on September 23, 2021, authorizing the city to accept \$21,557,242.00 from the United States Department of Treasury under the American Rescue Plan Act (ARPA) State and Local Fiscal Recovery Funds (SLFRF); and

**WHEREAS**, due to the unique challenges posed by the COVID-19 pandemic, the ability to amend policy guidelines in a timely and efficient manner is necessary to ensure that there is no barrier to the timely distribution of grant funds; and

**WHEREAS**, the Mayor and City Commission desire to authorize the City Manager to amend previous allocations as deemed necessary in the best interest to the city and its residents, and further to make additional allocations in an amount not-to-exceed Two Hundred and Fifty Thousand Dollars (\$250,000.00) and to establish programs and guidelines to ensure the timely distribution of grant funds.

**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.** **Authority of City Manager.** The City Manager is authorized to make additional allocations in an amount not-to-exceed Two Hundred and Fifty Thousand Dollars (\$250,000.00) and to amend, adopt, implement, and make any and all necessary changes to the programs and guidelines to ensure the timely distribution of grant funds.

**RESOLUTION NO. R2024-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 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 **27<sup>th</sup> day of August 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:

GREENSPOON MARDER, LLP.

By: \_\_\_\_\_  
JOSEPH S. GELLER  
CITY ATTORNEYS

Sponsored by: Mayor & Commission

**RESOLUTION NO. R2021-96**

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, ACCEPTING THE CORONAVIRUS LOCAL FISCAL RECOVERY FUND ESTABLISHED UNDER THE AMERICAN RESCUE PLAN ACT; APPROVING THE ALLOCATION OF AMERICAN RESCUE PLAN REVENUES IN THE AMOUNT OF TWENTY ONE MILLION, FIVE HUNDRED FIFTY SEVEN THOUSAND, TWO HUNDRED AND FORTY-TWO DOLLARS (\$21,557,242.00) TOWARD CITY GRANT PROGRAMS AND REVENUE LOSSES; AUTHORIZING THE CITY MANAGER TO MAKE ADDITIONAL ALLOCATIONS IN AN AMOUNT NOT-TO-EXCEED TWO HUNDRED AND FIFTY THOUSAND DOLLARS (\$250,000.00); AND FURTHER AUTHORIZING THE CITY MANAGER TO ESTABLISH PROGRAMS AND GUIDELINES, AS NEEDED, TO ENSURE THE TIMELY DISBURSEMENT OF GRANT FUNDS; PROVIDING FOR AN EFFECTIVE DATE AND ALL OTHER PURPOSES.**

**WHEREAS**, since the first case of coronavirus disease 2019 (COVID-19) was discovered in the United States in January 2020, the disease has infected over 33 million and killed over 603,000 Americans and has impacted every part of life as social distancing became a necessity, businesses closed, schools transitioned to remote education, travel was sharply reduced, and millions of Americans lost their jobs; and

**WHEREAS**, as a result of the pandemic, cities have been called on to respond to the needs of their communities through the prevention, treatment, and vaccination of COVID-19; and

**WHEREAS**, the American Rescue Plan Act of 2021 ("ARPA") is a \$1.9 trillion economic stimulus bill passed by the 117th United States Congress and signed into law by President Joe Biden on March 11, 2021, to speed up the United States' recovery from the economic and health effects of the COVID-19 pandemic and the ongoing recession; and

**WHEREAS**, the ARPA included \$65 billion in recovery funds for cities across the country; and

**WHEREAS**, ARPA funds are intended to provide support to state, local, and tribal governments in responding to the impact of COVID-19 and in their efforts to contain COVID-19 in their communities, residents, and businesses; and

**WHEREAS**, the United States Department of Treasury has adopted guidance regarding the use of ARPA funds; and

**WHEREAS**, the City, in response to the pandemic, has had expenditures and anticipates future expenditures consistent with the Department of Treasury's ARPA guidance; and

**WHEREAS**, the City of North Miami Beach has been allocated Twenty-One Million, Five Hundred Fifty-Seven Thousand, Two Hundred and Forty-Two Dollars (\$21,557,242.00) that will be distributed in two (2) disbursements over the next two (2) years; and

**WHEREAS**, the City of North Miami Beach has received its first disbursement in the amount of Twenty One Million, Five Hundred Fifty-Seven Thousand, Two Hundred and Forty-Two Dollars (\$21,557,242.00) from the American Rescue Plan Act of 2021 which may be utilized to respond to the public health emergency and address the negative economic impacts by providing aid to local businesses, households, or non-profits, address revenue losses, provide government services that may have been reduced due to a reduction in revenue, make investments in infrastructure and other opportunities, and

**WHEREAS**, to properly respond to the novel coronavirus ("COVID-19") pandemic, the City administration recommends the allocation of ARPA funds to be used towards City grant programs and revenue losses, summaries of the programs and estimated allocated amounts are attached as Exhibit "A"; and

**WHEREAS**, City administration is requesting authority to establish programs and to create guidelines for the proposed grant programs, to properly address the needs of the City and

the community; and

**WHEREAS**, due to the unique challenges posed by the COVID-19 pandemic, the ability to amend policy guidelines in a timely and efficient manner is necessary to ensure that there is no barrier to the timely distribution of grant funds; and

**WHEREAS**, it is recommended that the City Manager be designated with the authority to make changes to program guidelines to address any policy issues which may impact the distribution of grant funds; and

**WHEREAS**, the Mayor and City Commission desire to authorize the City Manager to make additional allocations in an amount not-to-exceed Two Hundred and Fifty Thousand Dollars (\$250,000 .00) and to establish programs and guidelines to ensure the timely distribution of grant funds.

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

**Section 1.** **Approval of Allocation of CARES Act Funds.** The Mayor and City Commission of the City of North Miami Beach, Florida, hereby approve the allocation of Ten Million Seven Hundred Seventy-Eight Thousand and Six Hundred and Twenty-One Dollars (\$10,778,621.00) ARPA funding toward City grant programs and revenue losses; program summaries and allocation amounts attached hereto as Exhibit "A."

**Section 2.** **Authority of City Manager.** The City Manager is authorized to make additional allocations in an amount not-to-exceed Two Hundred and Fifty Thousand Dollars (\$250,000.00) and to adopt, implement, and make any and all necessary changes to the programs and guidelines to ensure the timely distribution of grant funds.


**Section 3.** **Effective Date.** This Resolution shall become effective immediately upon adoption.

[SIGNATURE PAGE TO FOLLOW]

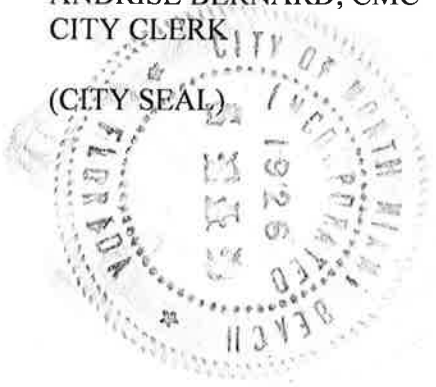
**PASSED AND ADOPTED** by a 7-0 vote of the Mayor and City Commission  
of the City of North Miami Beach, Florida, this **23<sup>rd</sup> day of September, 2021.**

ATTEST:

  
\_\_\_\_\_  
ANDRISE BERNARD, CMC  
CITY CLERK

  
\_\_\_\_\_  
ANTHONY F. DEFILLIPO  
MAYOR

(CITY SEAL)



APPROVED AS TO FORM:

  
\_\_\_\_\_  
HANS OTTINOT  
INTERIM CITY ATTORNEY

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

Exhibit A


 <b>North Miami Beach Program American Rescue Plan (ARP) Funding Proposal</b>				
Program Area	Program Name	Program Description	Funds Allocated	Department
1	Economic Stabilization Grocery Gift Card Program	The COVID-19 pandemic negatively many residents in the NMB community. This program will allow residents living in the City to obtain this grocery gift card to make grocery and household items. These cameras are vital to protecting the health and welfare of the residents in our community. Illegal dumping is a massive problem throughout our community. In an attempt to minimize and reduce exposure to the virus through hazardous waste, these cameras would assist in capturing the offenders. The administration recommends strategically placing the cameras citywide.	\$ 200,000.00	City Manager
2	Public Safety & Information Illegal Dumping Cameras	The City continues to receive a request for a mortgage and rental assistance during this challenging economic time. We want to assist homeowners that are experiencing difficulties paying their mortgage or rent. This program benefits the residents who reside on North Miami Beach by preventing foreclosures or eviction and keeping both tenants and homeowners in their homes. This type of funding assists individuals who are behind in their payments or have difficulty remaining current. This program will also seek to assist residents who want to buy a home in North Miami Beach, currently have a homestead in North Miami Beach and is not an investor.	\$ 125,000.00	Code Compliance
3	Economic Stabilization Mortgage & Rental Assistance	To provide much-needed job training for our residents, the City will partner with local colleges to enroll residents into professional certificate programs. One such program is the Digital Marketing Specialist and Certified Nursing Assistant certificates offered at Miami-Dade College. These certifications will allow our residents to secure high-paying jobs and even start their businesses or join an agency to start work right away. The City will cover the cost of tuition for these job training programs. This program will also include police academy tuition for two certified trained police officers.	\$ 200,000.00	Community Development
4	Economic Stabilization Job Training Programs/Certificates	This project included a literature review, data collection, climatological impact analysis and preliminary adaptation planning efforts for critical citywide assets. (50% Grant Match for A vulnerability Study) Renewable studies identify ways to produce renewable energy. Parking study to identify the location, use, and adequacy of existing parking facilities. Water conservation study to ensure the availability of water for future generations.	\$ 100,000.00	Community Development
5	Economic Stabilization Assessments and Studies	This program will allow approved homeowners to receive funding to replace windows, doors and roofs to make the homes energy efficient and sustainable. Retrofitting these homes with quality resources will allow the windows, doors and, roofs to last longer and allow the home to be more efficient with energy. Roofs Program Allocation: \$285,000 Windows Program Allocation: \$118,750.00 Doors Program Allocation: \$71,250.	\$ 475,000.00	CRA
6	Economic Stabilization Home Rehabilitation	This funding request will assist our local business through our Smart Business, Regular Business, and Legacy Business grant programs.	\$ 400,000.00	CRA
7	Economic Stabilization Business Grant Assistance	Replace the loss of revenue for governmental services.	\$ 1,101,000.00	Finance
8	General Fund Stabilization General Fund Revenue Loss	The VERA Institute of Justice, Safe Cities Program provides matching grants to cities to provide immigration legal services to individuals with hardships or who would not otherwise be able to retain the services of an attorney to handle their cases.	\$ 75,000.00	Human Services
9	Health & Human Services Immigration Services for Residents	The COVID-19 pandemic and resulting economic downturn have negatively affected many people's mental health and created new barriers for people who already have the burden of mental illness. In a recent KFF.org/Poll, Nearly half (45%) of adults in the United States reported that their mental health had been negatively impacted due to the worry and stress over the virus.	\$ 30,000.00	Human Services
10	Health & Human Services Mental Health Workshops/Employees	The purchase of a bus for this program will assist with transporting the seniors to and from the facility.	\$ 100,000.00	Parks and Rec
11	Health & Human Services Senior Bus			

Exhibit A

12	Infrastructure	Broadband Infrastructure / Downtown	<p>During the COVID-19 pandemic, the need for high-speed internet was exceeded by food, childcare, and transportation. The 2020 Census revealed that only 69% of North Miami Beach residents had access to the internet. North Miami Beach is lower compared to Miami Shores (92%), Bay Harbor (91%), and Miami Lakes (90%). Access to broadband internet is essential for education, work, e-commerce, and business growth. This program will allow the City to provide WiFi internet to public locations where residents may frequent. (Downtown Area/NE 19 ave/Piazza's down the 163rd st Corridor, and Hanford Blvd)</p>	\$ 100,000.00	Information Technology
13	Infrastructure	Technology Improvements	<p>With the advent of COVID-19, it has become apparent that organizations need to scale their operations to support both mobile and remote workers. This project will completely move citywide email services and applications that we use every day to a cloud-based platform, thus ensuring connectivity, redundancy, and disaster recovery by hosting our data on multiple servers across the Country. In the case of reliability, all email accounts would be managed and accessible approximately 99.99% of the time. This program will also allow the City to purchase up-to-date electronics, including hardware (computers and tablets) and Software (licenses and subscriptions) The DocuSign solution will enable the City to electronically process contracts, grants, new hire employees agreements, supplier agreements, and everyday documents. Executime is a system that allows all departments to have their hourly employees clock in and out to a device that reconciles employees' time tracking. Which, in return, will produce a report to assist the payroll department.</p>	\$ 500,000.00	Information Technology
14	Youth & Education Opportunities	Financial Literacy Courses/Sessions	<p>One of the significant deficiencies affecting our community is the overall lack of financial literacy. Not understanding fundamental topics such as managing debt, saving and investing, 401k and IRA investing for retirement, and the dangers of credit card debt, create generational wealth gaps and keep families from getting ahead. This program will provide much-needed information that will form the foundation needed to reduce poverty and improve the financial health of our residents. This program will be targeted to educate the students and persons from foreign countries on conducting their financials.</p>	\$ 20,000.00	Library
15	Youth & Education Opportunities	Tutor.com Program	<p>Tutor.com is a one-on-one online service that helps with assignments, practice tests, and job search services. The services support over 50 subjects, study tools, research papers assistance, and live one-on-one tutoring by qualified and trained tutors. Students in grades K-12 who need help in over 65+ subjects can log in on the service daily from 2-9 p.m. on the Tutor.com website. The site also provides college prep exams, resume assistance, college application assistance, and more. The City will cover the annual subscription fees for the online service.</p>	\$ 60,000.00	Library
16	Youth & Education Opportunities	College Scholarship Program	<p>This program will allow NMB residents who are students; to receive a scholarship to a state college to assist with tuition and/or purchase books that coincide with curriculum.</p>	\$ 150,000.00	Library
17	Economic Stabilization	Utility Assistance to Residents	<p>The City of North Miami Beach will offer customers the One-Time Lifetime Credit for hardship-related inability to pay utility bills. The credit usually is one billing cycle's bill. Many customers took advantage of this credit during the COVID crisis due to lost jobs or illness. Granting these credits means the City wrote off the amounts due from the customers resulting in lost revenues. Many customers have been negatively affected by COVID-19, from losing their jobs to contracting the virus themselves, causing them not to pay their utility bills. The City can use some of the ARP allocations to assist both individual households and perhaps multiunit accounts. If approved by ARP, the program will recover those lost revenues. Award \$300.00 per account (currently called the We Care Program, which has depleted funds)</p>	\$ 300,000.00	NMBWater
18	Infrastructure	Septic to Sewer Conversion	<p>Due to the current trend of rising sea levels, there is a correlated increase of inland groundwater, which continues to affect the septic systems' efficacy. It is critical for public health and safety to assure that existing septic systems are appropriately abandoned, including the drain field, and for the residents' transition to a centralized sanitary sewer system.</p>	\$ 400,000.00	NMBWater



Exhibit A

19	Infrastructure	Vac Truck and Drain Screens	The NMBWater requests to purchase a new combination Vac truck at the cost of approximately \$450,000.00. Due to the pandemic, the amount of maintenance required to our infrastructure has increased. With more people at home, especially during the lockdown, we experienced more backups than usual. After an assessment and extensive research, more grease and cooking oils are being introduced into our system. In return, causes the mainline clogs and the number of flushable wipes and other debris make it to our sanitary lift stations that clog and or damage our pumps. This program will also support the purchase of drain screens to mitigate the collect of debris in the run-off water from clogging the sewer drains.	\$ 400,000.00	NMBWater
20	Infrastructure	Traffic Circle / Radar Signs	This common traffic device can mitigate traffic crashes by individuals who fail to stop at a stop sign. This solution provides safety to the surrounding homes by requiring all vehicles to slow down and yield when approaching the area. (Grant Match)	\$ 810,000.00	Police Department
21	Public Relations	Public Outreach	This program will inform and educate the public about all of the various programs and services we provide to assist residents and local businesses in North Miami Beach. We will also notify the public on how the ARPA funds were allocated to improve city infrastructure, capital improvements, projects, and programs enhancing the value of life in North Miami Beach, vaccinations site, and testing centers to mitigate the spread of COVID-19. This public outreach campaign will allow the City to advertise through available media platforms to reach as many residents as possible, including flyers, direct mailings, email marketing, radio ads, and broadcasts. This program will focus on Outreach and Education. This initiative will also include a city QRC code to all literature to bring individuals to the calendar, and currents list on the cities website.	\$ 95,000.00	Public Relations
22	Public Relations	Community Engagement	This program will allow community engagement to ensure the community members gain access to valued social settings and activities, feel that they are able to contribute meaningfully to those activities, and develop functional capabilities that enable them to participate fully.	\$ 105,000.00	Public Relations
23	Infrastructure	Capital Investments in Parks, Facilities, and Bus Shelters	Our park facilities always have and continue to help meet our resident's needs. They have served a vital role during the pandemic. Some of the facilities are utilized for food drives, vaccinations centers, after-care programs, and tutoring services. Due to the continued usage of these facilities, there is a need for routine maintenance. These capital improvement projects will make the necessary repairs to keep our facilities up and running while maintaining regular maintenance. These capital improvement projects are critical to the facilities and required to maintain the continuity of the facility. This project will include the construction of Washington Park and additional improvements to other park facilities. This program will also purchase and install a bus shelter to enhance the passengers' riding experience and, most importantly, protect them from natural elements like sun, rain, and wind.	\$ 1,200,000.00	Public Works
24	Infrastructure	Critical Infrastructure (Road and Bridges)	Several infrastructure improvements have gone unfunded due to other funding priorities and reductions in revenue. This program will provide funding to address the roads and bridges that require maintenance and repairs.	\$ 1,400,000.00	Public Works
25	Infrastructure	Air Purifiers for City Buildings	This product covers up to 2000 sq. ft. (recommend 6 units throughout City Hall). It effectively removes up to 99.7% of allergens, traps airborne droplets, sterilizes antigens & pathogens, and absorbs odors, airborne chemicals, and gases. Additional air purifiers are recommended for various facilities with many visitors (i.e., Building Services, CP&D, Code Compliance, Library, etc.) The Air Pura 1-600 utilizes direct airflow for a quieter and more efficient performance; superior quality true HEPA and activated carbon with optional UV sterilization delivers truly clean air for offices and industrial applications, so that employees, visitors and the general public can enjoy healthier airflow.	\$ 120,000.00	Public Works
26	Infrastructure	Flood Elevation	Highland Village is identified as an area that frequently floods due to inadequate water run-off solutions. The City will use the funds to put in the proper drainage to mitigate localized flooding.	\$ 1,000,000.00	Public Works
	Infrastructure	Bollards	Post installed to control road traffic and posts designed to prevent automotive vehicles from gaining access to restricted areas.	\$ 66,000.00	Public Works

Exhibit A

Total Program Cost FY 2022  
Total Program Funds Allocation FY 2022

\$ 9,604,000.00  
\$ 10,778,621.00

Sanitation Supplement

\$ 1,174,621.00



**Legislation  
11.4.**

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

**MEMORANDUM**

---

<b>TO:</b>	Mayor and City Commission
<b>FROM:</b>	Andrew Plotkin, Parks & Recreation Director
<b>VIA:</b>	City Manager Mario A. Diaz
<b>DATE:</b>	September 17, 2024

---

**RE:** Resolution No. R2024-87 to Approve RFP-24-015-KC Design, Supply & Install Holiday Lighting and Decor (Andrew Plotkin, Parks & Recreation Director)

---

**Description**

Holiday lighting and decor are integral parts of celebrating various festive seasons, enhancing the atmosphere and bringing joy to both private and public spaces.

**BACKGROUND ANALYSIS:**

Five (5) proposals were received from Rileigh's Outdoor, LLC, Miami Christmas Lights, Miami Holiday Lighting, The Christmas Palace, LLC, and Johannessen Lights. The awarded firm is required to design, supply, install, maintain, remove, and store holiday lighting and decorations at City selected thoroughfares.

Holiday lighting and decor play a significant role in creating a festive atmosphere, celebrating cultural traditions, fostering community spirit, and boosting happiness. These decorations bring joy to individuals and communities alike, making the holiday season special and memorable.

**RECOMMENDATION:**

The City Manager and the Chief Procurement Officer recommend that the City Commission approve and authorize the City Manager or designee to award the RFP and execute a contract

**FISCAL/ BUDGETARY IMPACT:** As approved in the adopted FY25 budget appropriation.

---

**ATTACHMENTS:**

**Description**

- ▣ Resolution
- ▣ Exhibit A

**RESOLUTION NO. R2024-XX**

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE AWARD OF REQUEST FOR PROPOSALS NO. RFP-24-015-KC DESIGN, SUPPLY AND INSTALL HOLIDAY LIGHTING AND DÉCOR; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE AN AGREEMENT WITH THE HIGHEST RANKED FIRM; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; AND SUBJECT TO THE BUDGET APPROPRIATION AND AVAILABILITY OF FUNDS; 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 June 17, 2024, the City issued Request for Proposal No. RFP-24-015-KC (“RFP”) for “*Design, Supply and Install Holiday Lighting and Décor*”; pursuant to the RFP, the selected firm is required to design, supply, install, maintain, remove, and store holiday lighting and decorations at City selected thoroughfares for a term of three (3) years, with two, one year renewals; and

**WHEREAS**, electronic notices were posted on the City’s website and Bidsync.com, and notifications were sent to over 16,800 potential local and national vendors, and on July 19, 2024, five (5) proposals were received from Raleigh’s Outdoor, LLC, Miami Christmas Lights, Miami Holiday Lighting, The Christmas Palace, LLC, and Johannessen Lights; and

**WHEREAS**, an internal Evaluation Committee comprised of the Parks and Recreation, Public Works Facilities Maintenance Division, Capital Improvement and Procurement Management Departments reviewed the proposals, scoring based on design, installation, maintenance, qualifications and experience. The Committee determined that The Christmas Palace, LLC was the highest ranked responsive and responsible proposer; and

**WHEREAS**, Section 3-3.14 of the City’s Code of Ordinances provides that contracts in excess of 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 award the RFP and execute a contract with xxx in an estimated annual amount of \$80,000.00, including annual CPI increases not to exceed three percent (3%); and

**WHEREAS**, the Mayor and City Commission believe it is in the best interests of the City to authorize the City Manager to award RFP-24-015-KC Design, Supply and Install Holiday Lighting and Décor and execute a contract with XXX in an estimated annual budgeted amount of \$\_\_\_\_\_ for the design, supply and installation of holiday lighting and décor.

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

**RESOLUTION NO. R2024-XX**

**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 hereby accept the recommendation of the City Manager to award RFP-23-015-KC Design, Supply and Install Holiday Lighting and Décor to The Christmas Palace, LLC, and authorize the City Manager to execute a contract with The Christmas Palace, LLC, in an annual estimated budgeted amount of \$80,000.00, including annual CPI increases not to exceed three percent (3%), subject to budget appropriation and availability of funds.

**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 **27<sup>th</sup> day of August 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:

GREENSPOON MARDER, LLP.

By: \_\_\_\_\_  
JOSEPH S. GELLER  
CITY ATTORNEYS

Sponsored by: Mayor & Commission

## EXHIBIT A

### Bid #RFP-24-015-KC - Design, Supply & Install Holiday Lighting & Decor

Creation Date **Apr 19, 2024**

End Date **Jul 19, 2024 3:00:00 PM EDT**

Start Date **Jun 17, 2024 6:33:10 PM EDT**

Awarded Date **Not Yet Awarded**

<b>Miami Holiday Lights</b>	<b>\$77,500.00 (6/6 items)</b>
Bid Contact <b>Dan Vazquez</b> <a href="mailto:dan@miamiholidaylight.com">dan@miamiholidaylight.com</a> Ph 305-814-5441	Address <b>567 NE 57th St</b> <b>miami, FL 33137</b>

Agency Notes:		Supplier Notes:		
Item #	Line Item	Unit Price	Qty/Unit	Total Price
RFP-24-015-KC--01-01	1. NE 19th Ave, 163rd - 183rd St (including all medians) - First Offer	\$41,000.00	1 / each	\$41,000.00
<b>Product Code:</b>		<b>Supplier Product Code:</b>		
<b>Agency Notes:</b>		<b>Supplier Notes:</b>		
RFP-24-015-KC--01-02	2. Police Department Building - First Offer	\$7,500.00	1 / each	\$7,500.00
<b>Product Code:</b>		<b>Supplier Product Code:</b>		
<b>Agency Notes:</b>		<b>Supplier Notes:</b>		
RFP-24-015-KC--01-03	3. City Hall and Theatre - First Offer	\$8,000.00	1 / each	\$8,000.00
<b>Product Code:</b>		<b>Supplier Product Code:</b>		
<b>Agency Notes:</b>		<b>Supplier Notes:</b>		
RFP-24-015-KC--01-04	4. Parks & Recreation Building - First Offer	\$5,500.00	1 / each	\$5,500.00
<b>Product Code:</b>		<b>Supplier Product Code:</b>		
<b>Agency Notes:</b>		<b>Supplier Notes:</b>		
RFP-24-015-KC--01-05	5. Public Services Building - First Offer	\$15,000.00	1 / each	\$15,000.00
<b>Product Code:</b>		<b>Supplier Product Code:</b>		
<b>Agency Notes:</b>		<b>Supplier Notes:</b>		
RFP-24-015-KC--01-06	6. Driveway between City Hall and Police Department - First Offer	\$500.00	1 / each	\$500.00
<b>Product Code:</b>		<b>Supplier Product Code:</b>		
<b>Agency Notes:</b>		<b>Supplier Notes:</b>		

<b>Johannessen lights</b>	<b>\$78,200.00 (6/6 items)</b>
Bid Contact <b>Eric Johannessen</b> <a href="mailto:johannessenlights@beacon-bay.com">johannessenlights@beacon-bay.com</a> Ph 407-636-3232	Address <b>4100 Metric Drive, Suite 700</b> <b>Winter Park, FL 32792</b>

Agency Notes:		Supplier Notes:		
Item #	Line Item	Unit Price	Qty/Unit	Total Price
RFP-24-015-KC--01-01	1. NE 19th Ave, 163rd - 183rd St (including all medians) - First Offer	\$13,200.00	1 / each	\$13,200.00
<b>Product Code:</b>		<b>Supplier Product Code:</b>		
<b>Agency Notes:</b>		<b>Supplier Notes:</b>		
RFP-24-015-KC--01-02	2. Police Department Building - First Offer	\$13,000.00	1 / each	\$13,000.00
<b>Product Code:</b>		<b>Supplier Product Code:</b>		
<b>Agency Notes:</b>		<b>Supplier Notes:</b>		
RFP-24-015-KC--01-03	3. City Hall and Theatre - First Offer	\$14,000.00	1 / each	\$14,000.00
<b>Product Code:</b>		<b>Supplier Product Code:</b>		
<b>Agency Notes:</b>		<b>Supplier Notes:</b>		
RFP-24-015-KC--01-04	4. Parks & Recreation Building - First Offer	\$10,500.00	1 / each	\$10,500.00
<b>Product Code:</b>		<b>Supplier Product Code:</b>		
<b>Agency Notes:</b>		<b>Supplier Notes:</b>		
RFP-24-015-KC--01-05	5. Public Services Building - First Offer	\$12,000.00	1 / each	\$12,000.00
<b>Product Code:</b>		<b>Supplier Product Code:</b>		
<b>Agency Notes:</b>		<b>Supplier Notes:</b>		



<b>Product Code:</b>		<b>Supplier Product Code:</b>		
<b>Agency Notes:</b>		<b>Supplier Notes:</b>		
RFP-24-015-KC--01-06	6. Driveway between City Hall and Police Department - First Offer	\$15,500.00	1 / each	\$15,500.00
<b>Product Code:</b>		<b>Supplier Product Code:</b>		
<b>Agency Notes:</b>		<b>Supplier Notes:</b>		

<b>Holiday Outdoor Decor</b>		<b>\$78,996.00 (6/6 items)</b>		
Bid Contact <b>Sarah Knoess</b>		Address <b>3124 NW 16th Terrace</b>		
<a href="mailto:sales@christmasdesigners-fl.com">sales@christmasdesigners-fl.com</a>		<b>Pompano Beach , FL 33304</b>		
Ph <b>954-973-4225</b>				
Bid Notes <b>The full response packet is attached to line-item number 1.</b>				

<b>Agency Notes:</b>		<b>Supplier Notes:</b> The full response packet is attached to line-item number 1.		
<b>Item #</b>	<b>Line Item</b>	<b>Unit Price</b>	<b>Qty/Unit</b>	<b>Total Price</b>
RFP-24-015-KC--01-01	1. NE 19th Ave, 163rd - 183rd St (including all medians) - First Offer	\$33,442.00	1 / each	\$33,442.00
<b>Product Code:</b>		<b>Supplier Product Code:</b>		
<b>Agency Notes:</b>		<b>Supplier Notes:</b>		
RFP-24-015-KC--01-02	2. Police Department Building - First Offer	\$9,807.50	1 / each	\$9,807.50
<b>Product Code:</b>		<b>Supplier Product Code:</b>		
<b>Agency Notes:</b>		<b>Supplier Notes:</b>		
RFP-24-015-KC--01-03	3. City Hall and Theatre - First Offer	\$12,078.00	1 / each	\$12,078.00
<b>Product Code:</b>		<b>Supplier Product Code:</b>		
<b>Agency Notes:</b>		<b>Supplier Notes:</b>		
RFP-24-015-KC--01-04	4. Parks & Recreation Building - First Offer	\$4,812.00	1 / each	\$4,812.00
<b>Product Code:</b>		<b>Supplier Product Code:</b>		
<b>Agency Notes:</b>		<b>Supplier Notes:</b>		
RFP-24-015-KC--01-05	5. Public Services Building - First Offer	\$8,384.50	1 / each	\$8,384.50
<b>Product Code:</b>		<b>Supplier Product Code:</b>		
<b>Agency Notes:</b>		<b>Supplier Notes:</b>		
RFP-24-015-KC--01-06	6. Driveway between City Hall and Police Department - First Offer	\$10,472.00	1 / each	\$10,472.00
<b>Product Code:</b>		<b>Supplier Product Code:</b>		
<b>Agency Notes:</b>		<b>Supplier Notes:</b>		

<b>Miami Christmas Lights</b>		<b>\$80,000.00 (6/6 items)</b>		
Bid Contact <b>Kurt Stange</b>		Address <b>14374 Commerce Way</b>		
<a href="mailto:kurt@miamichristmaslights.com">kurt@miamichristmaslights.com</a>		<b>Miami Lakes, FL 33016</b>		
Ph <b>305-432-2225</b>				
<b>Agency Notes:</b>		<b>Supplier Notes:</b>		
<b>Item #</b>	<b>Line Item</b>	<b>Unit Price</b>	<b>Qty/Unit</b>	<b>Total Price</b>
RFP-24-015-KC--01-01	1. NE 19th Ave, 163rd - 183rd St (including all medians) - First Offer	\$19,272.15	1 / each	\$19,272.15
<b>Product Code:</b>		<b>Supplier Product Code:</b>		
<b>Agency Notes:</b>		<b>Supplier Notes:</b>		
RFP-24-015-KC--01-02	2. Police Department Building - First Offer	\$10,977.88	1 / each	\$10,977.88
<b>Product Code:</b>		<b>Supplier Product Code:</b>		
<b>Agency Notes:</b>		<b>Supplier Notes:</b>		
RFP-24-015-KC--01-03	3. City Hall and Theatre - First Offer	\$18,949.06	1 / each	\$18,949.06
<b>Product Code:</b>		<b>Supplier Product Code:</b>		
<b>Agency Notes:</b>		<b>Supplier Notes:</b>		
RFP-24-015-KC--01-04	4. Parks & Recreation Building - First Offer	\$12,261.80	1 / each	\$12,261.80
<b>Product Code:</b>		<b>Supplier Product Code:</b>		
<b>Agency Notes:</b>		<b>Supplier Notes:</b>		
RFP-24-015-KC--01-05	5. Public Services Building - First Offer	\$8,261.06	1 / each	\$8,261.06

<b>Product Code:</b>		<b>Supplier Product Code:</b>		
<b>Agency Notes:</b>		<b>Supplier Notes:</b>		
RFP-24-015-KC--01-06	6. Driveway between City Hall and Police Department - First Offer	\$10,278.05	1 / each	\$10,278.05
<b>Product Code:</b>		<b>Supplier Product Code:</b>		
<b>Agency Notes:</b>		<b>Supplier Notes:</b>		

<b>All Seasons Imports dba The Christmas Palace</b>		<b>\$80,000.00 (6/6 items)</b>		
Bid Contact <b>Brandon Knips</b>		Address <b>9820 NW 77 Ave</b>		
<a href="mailto:danielar@ledareus.com">danielar@ledareus.com</a>		<b>Hialeah Gardens, FL 33016</b>		
Ph <b>305-558-5352</b>				

<b>Agency Notes:</b>		<b>Supplier Notes:</b>		
<b>Item #</b>	<b>Line Item</b>	<b>Unit Price</b>	<b>Qty/Unit</b>	<b>Total Price</b>
RFP-24-015-KC--01-01	1. NE 19th Ave, 163rd - 183rd St (including all medians) - First Offer	\$35,000.00	1 / each	\$35,000.00
<b>Product Code:</b>		<b>Supplier Product Code:</b>		
<b>Agency Notes:</b>		<b>Supplier Notes:</b>		
RFP-24-015-KC--01-02	2. Police Department Building - First Offer	\$10,000.00	1 / each	\$10,000.00
<b>Product Code:</b>		<b>Supplier Product Code:</b>		
<b>Agency Notes:</b>		<b>Supplier Notes:</b>		
RFP-24-015-KC--01-03	3. City Hall and Theatre - First Offer	\$12,000.00	1 / each	\$12,000.00
<b>Product Code:</b>		<b>Supplier Product Code:</b>		
<b>Agency Notes:</b>		<b>Supplier Notes:</b>		
RFP-24-015-KC--01-04	4. Parks & Recreation Building - First Offer	\$10,000.00	1 / each	\$10,000.00
<b>Product Code:</b>		<b>Supplier Product Code:</b>		
<b>Agency Notes:</b>		<b>Supplier Notes:</b>		
RFP-24-015-KC--01-05	5. Public Services Building - First Offer	\$8,000.00	1 / each	\$8,000.00
<b>Product Code:</b>		<b>Supplier Product Code:</b>		
<b>Agency Notes:</b>		<b>Supplier Notes:</b>		
RFP-24-015-KC--01-06	6. Driveway between City Hall and Police Department - First Offer	\$5,000.00	1 / each	\$5,000.00
<b>Product Code:</b>		<b>Supplier Product Code:</b>		
<b>Agency Notes:</b>		<b>Supplier Notes:</b>		



**Legislation  
11.5.**

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

**MEMORANDUM**

---

<b>TO:</b>	Mayor and City Commission
<b>FROM:</b>	Sam Zamacona, Public Works Director
<b>VIA:</b>	City Manager Mario A. Diaz
<b>DATE:</b>	September 17, 2024

---

**RE:** Resolution No. R2024-93 to Approve Change Order with Country Bill's Maintenance, Inc. (Sam Zamacona, Public Works Director)

---

**Description**

**BACKGROUND  
ANALYSIS:**

The Public Works Department has identified additional grounds maintenance areas and unscheduled tree maintenance services needed. The vendor provides certified arborist expertise for additional tree maintenance of unhealthy, unsafe or hazardous trees. These services help supplement the expertise, efficiency and productivity of City staff. The additional maintenance services result in an annual increase of \$300,000.

Utilizing the incumbent vendor for additional services provides a significant cost savings in Certified arborist, laborers, specialized equipment, MOT, hauling and removal fees.

**RECOMMENDATION:** The 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 contract with Country Bill's to increase the previously approved expenditure by \$300,000, thereby increasing the total annual expenditure to \$1,069,940.

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

---

**ATTACHMENTS:**

**Description**

- ▣ Resolution
- ▣ Change Order

**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 CONTRACT WITH COUNTRY BILL'S LAWN MAINTENANCE, INC., INCREASING THE CONTRACT AMOUNT BY \$300,000.00; 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; SUBJECT TO THE BUDGET APPROPRIATION AND AVAILABILITY OF FUNDS; 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**, City of North Miami Beach awarded an contract for Citywide Grounds Maintenance Services to Country Bill's Lawn Maintenance, Inc. ("Country Bill's") in accordance with Invitation to Bid (ITB) No. 21-054-SG on December 7, 2021 for an initial three (3) year term, with two (2) additional one-year renewal terms in an estimated annual amount of \$769,940.00; and

**WHEREAS**, the Public Works Department has identified additional grounds maintenance areas and unscheduled tree maintenance services needed. The vendor provides certified arborist expertise for additional tree maintenance of unhealthy, unsafe or hazardous trees. These services help supplement the expertise, efficiency and productivity of City staff. The additional maintenance services result in an annual increase of \$300,000 ("Change Order") and;

**WHEREAS**, Section 3-3.20 of the 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 a Change Order to the previously approved contract with Country Bill's to increase the previously approved expenditure by \$300,000, thereby increasing the total annual expenditure to \$1,069,940; 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 a Change Order to the previously approved contract with Country Bill's Lawn Maintenance, Inc. to increase the previously approved expenditure by \$300,000, thereby increasing the total annual expenditure to \$1,069,940 for citywide grounds maintenance services.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY  
RESOLUTION NO. R2024-XX**

**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, in substantially the form attached as Exhibit “A,” to the previously approved contract with Country Bill’s Lawn Maintenance, Inc. to increase expenditure by \$300,000.00 for a total annual expenditure of \$1,069,940 for the purchase of citywide grounds maintenance services, subject to budget appropriation and availability of funds is hereby 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.

**[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 **27<sup>th</sup> day of August 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:

GREENSPOON MARDER, LLP.

By: \_\_\_\_\_  
JOSEPH S. GELLER  
CITY ATTORNEYS

Sponsored by: Mayor & Commission

**RESOLUTION NO. R2024-XX**

# 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):	

<b>Summary of Amount</b>	
<i>Original Amount</i>	\$
Change Orders Previously Approved	\$
Adjusted Value Prior to this Change Order	\$
Cost of Changes in this Change Order	\$
<i>Adjusted Amount Including this Change</i>	\$
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)



**Legislation  
11.6.**

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

**MEMORANDUM**

---

<b>TO:</b>	Mayor and City Commission
<b>FROM:</b>	San Zamacona, Public Works Director
<b>VIA:</b>	City Manager Mario A. Diaz
<b>DATE:</b>	September 17, 2024

---

**RE:** Resolution No. R2024-94 Resolution to Approve Contract Renewal with Garland/DBS Inc. (Sam Zamacona, Public Works Director)

---

**Description**

**BACKGROUND  
ANALYSIS:**

Roofing and waterproofing are critical components of building construction and maintenance, playing a vital role in protecting the structure and its occupants. Roofing and waterproofing are essential for protecting a building from the elements, maintaining its structural integrity, enhancing energy efficiency, ensuring indoor comfort, Cost Savings, Increased Property Value, preventing health hazards and Compliance with Building Codes. Proper attention to these aspects during construction and regular maintenance is crucial for the longevity and safety of any structure.

Through the Omnia Partners Cooperative Contract, the City can utilize the advanced expertise, technology and capacity of Garland to ensure the facilities are kept in optimal condition.

**RECOMMENDATION:** The City Manager and the Chief Procurement Officer recommend that the City Commission approve an agreement in a budgeted amount of \$8,000,000 over a five-year term for the purchase of roofing supplies and services, waterproofing and related products and services with Garland.

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

---

ATTACHMENTS:

**Description**

- ▣ Resolution
- ▣ Exhibit A

**RESOLUTION NO. 2024-XX**

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING A FIVE (5) YEAR CONTRACT RENEWAL WITH GARLAND/DBS, INC. FOR ROOFING SUPPLIES, SERVICES, WATERPROOFING AND RELATED PRODUCTS & SERVICES; IN A TOTAL BUDGETED AMOUNT OF \$8,000,000.00; 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; SUBJECT TO THE BUDGET APPROPRIATION AND AVAILABILITY OF FUNDS; 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**, through the National Cooperative Purchasing Alliance (Omnia Partners Cooperative Purchasing Group) and solicited by Racine County Wisconsin, Contract No. PW1925 “Roofing Supplies and Services, Waterproofing and Related Products and Services” was awarded to Garland/DBS, Inc. (“Garland”), effective October 15, 2019 through October 14, 2024 with an executed additional five-year term through October 14, 2029 (“Piggyback Contract”); and

**WHEREAS**, Garland is an industry leader, developing high-performance roofing and waterproofing products and services. Garland manufactures 95% of their products to ensure quality and superior performance; and

**WHEREAS**, the Public Works Facilities Division has identified roofing, waterproofing and related maintenance needs at all City facilities to ensure safety, compliance and efficiency. These Citywide repairs and upgrades are scheduled over a five-year term, prioritizing the most critical based on utility, weather and lead times; and

**WHEREAS**, Facilities has determined that \$8,000,000 over a five-year term is sufficient to repair, upgrade, replace city wide buildings to include roofs and exterior walls/facades; 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

**RESOLUTION NO. 2024-XX**

Commission approve an agreement in a budgeted amount of \$8,000,000 over a five-year team for the purchase of roofing supplies and services, waterproofing and related products and services with Garland; and

**WHEREAS**, the Mayor and City Commission determine it is in the best interests of the City to approve an agreement in a budgeted amount of \$8,000,000 over a five-year team for the purchase of roofing supplies and services, waterproofing and related products and services with Garland/DBS, Inc.

**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 Agreement with Garland/DBS, Inc, in substantially the form attached as Exhibit “A” for a budgeted amount of \$8,000,000 over a five-year team; subject to budget appropriation and availability of funds, is hereby 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 INTENTIONALLY LEFT BLANK]**

**RESOLUTION NO. 2024-XX**

**APPROVED AND ADOPTED** by the City of North Miami Beach City Commission at the regular meeting assembled this **27<sup>th</sup> day of August 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:

GREENSPOON MARDER, LLP.

By: \_\_\_\_\_  
JOSEPH S. GELLER  
CITY ATTORNEYS

Sponsored by: Mayor & Commission

**RESOLUTION NO. 2024-XX**

**EXHIBIT A****CHANGE ORDER FORM**

PROCUREMENT MANAGEMENT DIVISION

Title: <b>Roofing - ARPA, MAINT, CIP</b>	Contract No.: <u>772</u>
	Purchase Order No.: <u>PEDNING</u>
Vendor: <b>Garland</b>	Change Order No.:
Contract Award Date: <b>04/04/2022</b>	Completion Date:
Revised Completion Date (prior to this change):	Extension(s) of Time Previously Approved:        days
Revised Completion Date (including this change):	

<b>Summary of Amount</b>	
<i>Original Amount</i>	\$ <b>77,236</b>
Change Orders Previously Approved	\$ <b>2,000,000</b>
Adjusted Value Prior to this Change Order	\$ <b>2,077,236</b>
Cost of Changes in this Change Order	\$ <b>8,000,000</b>
<i>Adjusted Amount Including this Change</i>	\$ <b>10,077,236</b>
Percentage Increase this Change Order	% <b>400</b>
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:

Eugene Baer

\_\_\_\_\_

(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)



## GARLAND SUMMARY BREAKDOWN

Facility	Asset Type	Asset	Rec	Cost	Expected Life
<b>Year: 2024</b>					
City Hall	Wall	South City Hall Exterior Walls (complex)	Restore	\$ 145,000.00	5 years
City Hall	Roof Section	Yes Building Section #2	Replace	\$ 242,500.00	30 years
Allen Park	Roof Section	Roof	Replace	\$ 483,000.00	30 years
Hazel Crawford Resource Center	Roof Section	Asphalt Shingles	Repair	\$ 3,750.00	3 years
Public Safety/Fire Dept.	Roof Section	All/Low Slope	Repair	\$ 25,000.00	20 years
Wasterwater (sewer pant)	Roof Section	Modified	Maintenance	\$ 3,000.00	5 years
City Hall	Roof Section	Lower East Roof	Replace	\$ 192,500.00	30 years
City Hall	Roof Section	McDonald Center	Replace	\$ 450,000.00	25 years
City Hall	Wall	North City Hall Exterior (Complex)	Restore	\$ 392,500.00	5 years
Litman Theater	Wall	Stucco Repairs	Repair	\$ 50,000.00	20 years
Highland Village Community Center	Roof Section	Asphalt Shingles	Maintenance	\$ 2,500.00	5 years
Chamber of Commerce	Roof Section	Shingle Roof	Repair	\$ 3,750.00	20 years
PD	Wall	All exterior walls	Restore	\$ 13,000.00	5 years
Citywide Roof Maint.	Roof Section	Citywide Roofs	Maintenance	\$ 25,000.00	1 year
<b>Total for 2024:</b>				<b>\$ 2,031,500.00</b>	
<b>Year: 2025</b>					
Police Department	Wall	All exterior walls	Restore	\$ 250,000.00	8 years
Police Department	Roof Section	Garage Motor Pool	Replace	\$ 65,000.00	30 years
Uleta Park	Roof Section	All Roof Sections (main building)	Repair	\$ 20,000.00	5 years
Uleta Park	Roof Section	Pool Office	Repair	\$ 17,000.00	2 years
Wastewater (sewer plant)	Wall	All exterior walls	Restore	\$ 35,000.00	8 years
Fleet Managment	Roof Section	All roof sections	Replace	\$ 280,000.00	30 years
Fleet Managment	Wall	All exterior walls	Restore	\$ 115,000.00	8 years
Chamber of Commerce	Roof Section	Shingle Roof	Replace	\$ 37,500.00	20 years
Police Department	Roof Section	Police Department	Replace	\$ 1,095,000.00	30 years
Public Safety/Fire Dept.	Wall	All exterior walls	Restore	\$ 200,000.00	8 years
Victory Park Pool	Roof Section	Pavillion	Replace	\$ 45,000.00	30 years
Citywide Roof Maint.	Roof Section	Citywide Roofs	Maintenance	\$ 25,000.00	1 year
<b>Total for 2025:</b>				<b>\$ 2,184,500.00</b>	
<b>Year: 2026</b>					
Victory Park Pool	Roof Section	All Roofs	Replace	\$ 317,500.00	30 years
Norwood Water Treatment Plant	Wall	All exterior walls	Restore	\$ 475,000.00	8 years
Hazel Crawford Resource Center	Wall	All exterior walls	Maintenance	\$ 2,500.00	8 years
Highland Village Community Center	Wall	All exterior walls	Repair	\$ 3,500.00	10 years
Victory Park Pool	Wall	All exterior walls	Restore	\$45,000.00	8 years
Citywide Roof Maint.	Roof Section	Citywide Roofs	Maintenance	\$ 25,000.00	1 year
<b>Total for 2026:</b>				<b>\$ 868,500.00</b>	
<b>Year: 2027</b>					
Wastewater (sewer plant)	Wall	All exterior walls	Restore	\$ 35,000.00	8 years
Operations Center	Wall	All exterior walls	Restore	\$ 105,000.00	8 years
Operations Center	Roof Section	Operations	Replace	\$ 1,150,000.00	30 years
Hazel Crawford Resource Center	Wall	All exterior walls	Restore	\$17,000.00	8 years
Citywide Roof Maint.	Roof Section	Citywide Roofs	Maintenance	\$ 25,000.00	1 year
<b>Total for 2027:</b>				<b>\$ 1,332,000.00</b>	
<b>Year: 2028</b>					
Uleta	Roof Section	All roof sections	Replace	\$ 640,000.00	8 years
Hazel Crawford Resource Center	Wall	All exterior walls	Restore	\$ 15,000.00	8 years
Snyder Tennis	Roof Section	Modified	Replace	\$ 95,000.00	30 years
Snyder Tennis	Wall	All exterior walls	Restore	\$ 17,000.00	8 years
Citywide Roof Maint.	Roof Section	Citywide Roofs	Maintenance	\$ 25,000.00	1 year
<b>Total for 2028:</b>				<b>\$ 792,000.00</b>	
<b>Year: 2029</b>					
Patricia Mishcon Park	Wall	Concessions All Exterior walls	Restore	\$ 12,500.00	8 years

Victory Tot Lot	Roof Section	Replace	Replace	\$ 45,000.00	30 years
Citywide Roof Maint.	Roof Section	Citywide Roofs	Maintenance	\$ 25,000.00	1 year
<b>Total for 2029:</b>				<b>\$ 82,500.00</b>	
<b>Totals for all 5 years</b>				<b>\$ 7,291,000.00</b>	



**ROOFING SUPPLIES AND SERVICES, WATERPROOFING, AND RELATED PRODUCTS AND SERVICES CONTRACT 2019**

**AMENDMENT NO. ELEVEN (11)**

This Amendment No. Eleven is effective December 15, 2023 and is to modify the ROOFING SUPPLIES AND SERVICES, WATERPROOFING, AND RELATED PRODUCTS AND SERVICES CONTRACT 2019 agreed upon by Racine County, Wisconsin, 730 Wisconsin Avenue, Racine, Wisconsin 53403 ("County") and Garland/DBS, Inc. 3800 East 91<sup>st</sup> Street, Cleveland, Ohio 44105 ("Contractor") (hereinafter each a "Party" and collectively referred to as "Parties") on September 27, 2019 ("Contract").

The Parties hereby agree to amend the Contract as follows:

**TERM:** The County is exercising the remaining renewal option for one (1) five (5) year term through October 14, 2029.

**ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.**

**RACINE COUNTY**

DocuSigned by:  
BY: Jonathan Delagrave  
7B676D90951B406...  
Jonathan Delagrave  
Racine County Executive

DATE: 1/3/2024

DocuSigned by:  
Michael Lanzdorf  
36F9231CFBA8401...  
1/2/2024

DocuSigned by:  
BY: Wendy Christensen  
FC1B3399B9654BD...  
Wendy M. Christensen  
Racine County Clerk

DATE: 1/3/2024

DocuSigned by:  
Kristopher Dement  
9C4D377C9A344FA...  
12/28/2023

**GARLAND/DBS Inc.**

DocuSigned by:  
BY: Brian Lambert  
5E6F57C5BFFF47E...  
12/28/2023

DATE: 12/28/2023



**Legislation  
11.7.**

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

**MEMORANDUM**

---

<b>TO:</b>	Mayor and City Commission
<b>FROM:</b>	Mario A. Diaz, City Manager
<b>VIA:</b>	
<b>DATE:</b>	September 17, 2024

---

Resolution No. R2024-95 Approving the Award of Request for Proposal No. RFP-24-020-SG  
**RE:** Conveyance of City-Owned Property for Construction of an Affordable Home (Mario Diaz, City Manager)

---

**Description**

**BACKGROUND**

**ANALYSIS:**

**RECOMMENDATION:**

**FISCAL/ BUDGETARY  
IMPACT:**

---

**ATTACHMENTS:**

Description

- Exhibit A
- Agenda Memo
- Resolution

## EXHIBIT A

### Bid #RFP-24-020-SG - CONVEYANCE OF CITY-OWNED PROPERTY FOR CONSTRUCTION OF AN AFFORDABLE HOME

Creation Date **May 29, 2024**

End Date **Aug 2, 2024 3:00:00 PM EDT**

Start Date **May 30, 2024 6:42:26 PM EDT**

Awarded Date **Not Yet Awarded**

RFP-24-020-SG--01-01 ALL INCLUSIVE CONSTRUCTION COST					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<a href="#">Palmetto Homes of Miami Inc</a>	First Offer - \$285,000.00	1 / lump sum	\$285,000.00		
<b>Product Code:</b>		<b>Supplier Product Code:</b>			
<b>Agency Notes:</b>		<b>Supplier Notes:</b>			
<a href="#">Bear Atlantic Group</a>	First Offer - \$472,816.00	1 / lump sum	\$472,816.00		
<b>Product Code:</b>		<b>Supplier Product Code:</b> BAG-RFP-24-020-SG-01			
<b>Agency Notes:</b>		<b>Supplier Notes:</b> Bear Atlantic Group (www.bearatlantic.com, a Miami-Dade County-based Advisory, Consulting and Development, is pleased to submit our proposal for the conveyance of city-owned property for the construction of an affordable home. With a solid foundation in real estate development and a commitment to community enhancement, we are confident in our ability to deliver a high-quality, affordable housing solution that meets the needs of low to moderate-income families in North Miami Beach.			

#### Supplier Totals

<b>f</b> <a href="#">Palmetto Homes of Miami Inc</a>	<b>\$285,000.00</b>
Bid Contact <b>Tashala Knowles</b> <a href="mailto:palmettohomesurbandevelopment@yahoo.com">palmettohomesurbandevelopment@yahoo.com</a> Ph 305-467-2847	Address <b>4952 NW 7th Ave</b> <b>Miami, FL 33127</b>
<b>Agency Notes:</b>	<b>Supplier Notes:</b>
	<b>Head Attch:</b> 
<b>f</b> <a href="#">Bear Atlantic Group</a>	<b>\$472,816.00</b>
Bid Contact <b>Kaven Jean-Charles</b> <a href="mailto:kaven@bearatlantic.com">kaven@bearatlantic.com</a> Ph 305-507-5545	Address <b>3250 NE 1st Avenue, Suite 305</b> <b>Miami, FL 33137</b>
<b>Agency Notes:</b>	<b>Supplier Notes:</b>
	<b>Head Attch:</b> 

**\*\***All bids/proposals submitted for the designated project are reflected on this tabulation sheet. However, the listing of the bid/proposal on this tabulation sheet shall not be construed as a comment on the responsiveness of such bid/proposal or as any indication that the agency accepts such bid/proposal as being responsive. The agency will make a determination as to the responsiveness of the vendor responses submitted based upon compliance with all applicable laws, purchasing guidelines and project documents, including but not limited to the project specifications and contract documents. The agency will notify the successful vendor upon award of the contract and, as according to the law, all bid/proposal responses received may be available for inspection at that time.

Print

Close



## MEMORANDUM

---

<b>TO:</b>	Mayor and City Commission
<b>FROM:</b>	Mario A Diaz, City Manager
<b>DATE:</b>	August 27, 2024

---

**RE:** Resolution No. R2024-95 to Approving the Award of Request for Proposal No. RFP-24-020-SG Conveyance of City-Owned Property for Construction of an Affordable Home

---

### **DESCRIPTION**

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE AWARD OF REQUEST FOR PROPOSAL NO. RFP-24-020-SG CONVEYANCE OF CITY-OWNED PROPERTY FOR CONSTRUCTION OF AN AFFORDABLE HOME; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE AN AGREEMENT WITH PALMETTO HOMES URBAN DEVELOPMENT GROUP; 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.**

### **BACKGROUND ANALYSIS:**

In efforts to provide safe, economically resilient and sustainable communities, the City would like to convey a city-owned vacant lot, located at Lot 4, Block 2 according to the Pineapple

Plantation Plat Book 59, Page 61, of the public records of Miami Dade County with folio number #07-2112-012-0260.

Similar to Miami-Dade County's Developer program, the awarded developer of the conveyed property must build and sell a newly constructed home through arms-length transaction to a first-time home buyer with low to moderate income according to the North Miami Beach Median Income (AMI).

The City issued an Invitation to Bid No. ITB-24-020-SG ("RFP") for "*Conveyance of City-Owned Property for Construction of an Affordable Home*". The solicitation was posted on the City's website and BidSync, with electronic notification sent to over 34,900 suppliers. On August 2, 2024, the City received two (2) bids from Palmetto Homes Urban Development Group and Bear Atlantic Group. Palmetto Homes Urban Development Group ("Palmetto Homes") proposed to build and sell an affordable home for the lowest cost of \$285,000.

**RECOMMENDATION:** The City Manager and the Chief Procurement Officer recommend that the City Commission approve and authorize the City Manager or designee to award the RFP and execute a contract with Palmetto Homes Urban Development Group; and convey the city-owned property.

**FISCAL/ BUDGETARY** No fiscal impact.

**IMPACT:**

---

**ATTACHMENTS:**

- |                          | Description |
|--------------------------|-------------|
| <input type="checkbox"/> | Resolution  |
| <input type="checkbox"/> | Exhibit A   |



**RESOLUTION NO. R2024-XX**

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE AWARD OF REQUEST FOR PROPOSAL NO. RFP-24-020-SG CONVEYANCE OF CITY-OWNED PROPERTY FOR CONSTRUCTION OF AN AFFORDABLE HOME; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE AN AGREEMENT WITH PALMETTO HOMES URBAN DEVELOPMENT GROUP; 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 issued an Invitation to Bid No. ITB-24-020-SG (“RFP”) for “*Conveyance of City-Owned Property for Construction of an Affordable Home*”; pursuant to the RFP, the selected contractor is required to build a permanent affordable home and sell said home through arms-length transaction to a first-time home buyer with low to moderate income according to the North Miami Beach Median Income (AMI); and

**WHEREAS**, solicitation was posted on the City’s website and BidSync, with electronic notification sent to over 34,900 suppliers. On August 2, 2024, the City received two (2) bids from Palmetto Homes Urban Development Group and Bear Atlantic Group; and

**WHEREAS**, the Economic Development and Procurement Management Departments reviewed the bids and determined that Palmetto Homes Urban Development Group (“Palmetto Homes”) proposed to build and sell an affordable home for the lowest cost of \$285,000. Palmetto Homes has proven to have the qualifications, experience and financial capacity to complete and fund the housing project as delineated in the scope of work; and

**WHEREAS**, the City Manager and the Chief Procurement Officer recommend that the City Commission approve and authorize the City Manager or designee to award the RFP and execute a contract with Palmetto Homes Urban Development Group; and convey the city-owned property; and

**WHEREAS** the Mayor and City Commission believe it is in the best interests of the City to authorize the City Manager award the RFP-24-020-SG Conveyance of City-Owned Property for Construction of an Affordable Home and execute a contract with Palmetto Homes Urban Development Group, to build and sell a permanent affordable home through arms-length transaction, located at Lot 4, Block 2 according to the Pineapple Plantation Plat Book 59, Page 61, of the public records of Miami Dade County with folio number #07-2112-012-0260.

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

**RESOLUTION NO. R2024-XX**

**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 accept the recommendation of the City Manager to award RFP-24-020-SG Conveyance of City-Owned Property for Construction of an Affordable Home and execute a contract with Palmetto Homes Urban Development Group, and convey the city-owned property.

**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 **17<sup>th</sup> day of September 2024**.

**ATTEST:**

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

\_\_\_\_\_  
EVAN PIPER  
MAYOR

(CITY SEAL)

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

GREENSPOON MARDER, LLP.

By: \_\_\_\_\_  
CITY ATTORNEYS

Sponsored by: Mayor & Commission



**Legislation  
11.8.**

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

**MEMORANDUM**

---

<b>TO:</b>	Mayor and City Commission
<b>FROM:</b>	Sophia Taylor, Interim Finance Director
<b>VIA:</b>	Mario A. Diaz, City Manager
<b>DATE:</b>	September 17, 2024

---

Resolution No. R2024-104 Transfer of the Public Services Administration (PSA) Building from the  
**RE:** Water Utility Enterprise Fund to the Building Services Enterprise Fund (Sophia Taylor, Finance Director)

---

**Description**

This Memo serves to provide background information concerning the transfer of the PSA Municipal Building located at 17050 NE 19<sup>th</sup> Avenue, North Miami Beach, from the NMB Water Utility Fund to the Building Services Fund. This transfer is in accordance with the City's Financial sustainability goals as well as best practice.

**BACKGROUND  
ANALYSIS:**

The PSA Building asset is currently under the Water Utility Fund, and was transferred from the General Fund, Police Department in 1999 for the sum of \$4,064,596.89. However, after thorough analysis based on the needs of the Building Department as well as certain requirements for the Florida Building Code regarding excess funds, we have determined that it is more appropriate to manage this asset under the Building Enterprise Fund.

Additionally, Florida Building Code 553.80 (s) 553.791(2.) allows a local government to use excess funds to purchase "building or structure that houses a local government's building code enforcement agency or the training programs for building officials, inspectors, or plan examiners associated with the enforcement of the Florida Building Code."

In exchange for the building asset, the Building Services Fund

will transfer the sum of seven million dollars (\$7,000,000) as financial consideration from the Building Services Fund Net Position (Reserves) to the Water Utility Fund. The funds as well as the assets will be transferred across both funds via Journal Entries. Please see Exhibit A.

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

**FISCAL/ BUDGETARY  
IMPACT:**

---

**ATTACHMENTS:**

**Description**

- Resolution
- Exhibit A- Journal Entries
- PSA Building Assets

**RESOLUTION NO. 2024-XX**

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING TRANSFER OF PSA BUILDING FROM WATER UTILITY FUND TO BUILDING FUND DEPARTMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the PSA Building asset is currently under the Water Utility Fund, and was transferred from the General Fund, Police Department in 1999 for the sum of \$4,064, 596.89; and

**WHEREAS**, the City Commission, after thorough analysis, based on the needs of the Building Fund Department as well as certain requirements of the Florida Building Code regarding excess funds, have determined that it is more appropriate to manage this asset under the Building Enterprise Fund; and

**WHEREAS**, the Florida Building Code 553.80 (s) 553.791(2.) allows a local government to use excess funds to purchase a “building or structure that houses a local government’s building code enforcement agency or the training programs for building officials, inspectors, or plan examiners associated with the enforcement of the Florida building Code.”; and

**WHEREAS**, in exchange for the PSA building asset, the Building Services Fund will transfer the sum of seven million dollars (\$7,000,000), as financial consideration from the Building Services Fund Net Position (Reserves) to the Water Utility Fund; and

**WHEREAS**, the funds as well as the assets will be transferred across both funds via Journal Entries.

**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 City Commission approves the transfer of the PSA Building asset as set forth herein, and the Building Services Fund will transfer the sum of seven million dollars (\$7,000,000) as financial consideration from the Building Services Fund Net Position (Reserves) to the Water Utility Fund. The funds as well as the assets will be transferred across both funds via Journal Entries. See Exhibit A attached hereto.

**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 \_\_\_ **day of September 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:

GREENSPOON MARDER LLP.

By: \_\_\_\_\_  
JOSEPH S. GELLER  
CITY ATTORNEYS

	DEBIT	CREDIT
<b><u>1. Utility Enterprise Fund</u></b>		
POOLED CASH	\$ 7,000,000.00	
PSA BUILDING ASSET		4,064,596.89
ACCUMULATED DEPRECIATION	4,064,596.89	
SALE OF BUILDING ASSET (GAIN/(LOSS))		7,000,000.00
	<u>\$ 11,064,596.89</u>	<u>\$ 11,064,596.89</u>

**2. Building Enterprise Fund**

PSA BUILDING ASSET	\$ 7,000,000.00	
POOLED CASH		7,000,000.00
	<u>\$ 7,000,000.00</u>	<u>\$ 7,000,000.00</u>

GL ACCOUNT NUMBER

410-101000  
410-162900  
410-163900  
410-361402

471-162900  
471-101000



**CAPITAL ASSET WORKSHEET**

ASSET # 902779	MASTER ASSET	DESCRIPTION	NEW PUBLIC SVC BLDG - OLD POLICE BLDG RE
CLASS 02 BUILDINGS & STR	FUND SOURCE	MAINT CONT N	INSURED N
SUBCL 021 BUILDINGS	ACQUIS METH 1 PURCHASED	VENDOR DESC Vendor Name Mi	CARRIER
COMMODITY		TYPE P	INSURED VAL 0.00
DEPT 904 WATER PRODUCTIO	ACQUIS DATE 09/30/1999	ANNUAL COST 0.00	EXP. DATE
LOC CODE 0120 NEW PUBLIC SERV	ACQUIS COST 3,046,596.89	MEMO	POLICY CST 0.00
LOC MEMO CONVERTED	ACRES 0.000		
ROOM	QTY 1		
STORAGE LOC	UNIT PRICE 3,046,596.89		
	PURCH MEMO AP:80982		
STATUS A ACTIVE		DEPRECIATE Y	
CONDITION	SOY BOOK 3,046,596.89	DEPREC PRIN 3,046,596.89	
CUSTODIAN MARC MAXY	CURRENT BOOK 0.00	FIRST YR/PR 1999/12	LAST YR/PR 2019/11
TITLEHOLDER	EST SALVAGE 0.00	REPL COST 3,046,596.89	
	REPL COST 3,046,596.89	EST LIFE 20	
TAG #	LAST INVENT	PERIODS TAKEN 240	
SERIAL #	IMPROVE MEMO	ACCUM DEPREC 3,046,596.89	
MANUFACTURER			
MODEL	RETIRE DATE		
MODEL YEAR	DISP CODE		
LICENSE #	DISP PRICE 0.00		
	SALE PRICE 0.00		
VEND #	PO #	DOCUMENT #	INVOICE #
			INV DATE
			INV AMT

User-Defined Fields

Field Name	Value
------------	-------

GL Accounts

TYPE	ORG	OBJ	PROJ	PERCENT
Asset	410	162900		100.00
Contra	410	260000		100.00
Depreciation Expense	410900	533590		100.00
Accumulated Depreciation	410	163900		100.00

PO Accounts

ORG	OBJ	PROJ	AMOUNT
-----	-----	------	--------

**CAPITAL ASSET WORKSHEET**

ASSET # 998502  
 CLASS 02 BUILDINGS & STR  
 SUBCL 021 BUILDINGS  
 COMMODITY  
 DEPT 900 WATER ADMINISTR  
 LOC CODE 3099 SUNNY ISLES PRO  
 LOC MEMO CONVERTED  
 ROOM  
 STORAGE LOC  
 STATUS A ACTIVE  
 CONDITION  
 CUSTODIAN MARC MAXY  
 TITLEHOLDER  
 TAG #  
 SERIAL #  
 MANUFACTURER  
 MODEL  
 MODEL YEAR  
 LICENSE #

MASTER ASSET  
 FUND SOURCE  
 ACQUIS METH 1 PURCHASED  
 ACQUIS DATE 07/29/1997  
 ACQUIS COST 1,018,000.00  
 ACRES 0.000  
 QTY 1  
 UNIT PRICE 1,018,000.00  
 PURCH MEMO  
 SOY BOOK 1,018,000.00  
 CURRENT BOOK 0.00  
 EST SALVAGE 0.00  
 REPL COST 1,018,000.00  
 LAST INVENT  
 IMPROVE MEMO  
 RETIRE DATE  
 DISP CODE  
 DISP PRICE 0.00  
 SALE PRICE 0.00

DESCRIPTION PURCHASE OF OLD POLICE BLDG BY P.U.  
 MAINT CONT N INSURED N  
 VENDOR DESC Vendor Name Mi CARRIER  
 TYPE P INSURED VAL 0.00  
 EXPIRE DATE EXPIRE DATE  
 ANNUAL COST 0.00 POLICY CST 0.00  
 MEMO MEMO  
 DEPRECIATE Y  
 DEPREC PRIN 1,018,000.00  
 FIRST YR/PR 1997/10 LAST YR/PR 2017/09  
 EST LIFE 20  
 PERIODS TAKEN 240  
 ACCUM DEPREC 1,018,000.00

VEND # PO # DOCUMENT # INVOICE # INV DATE INV AMT

User-Defined Fields

Field Name	Value
------------	-------

GL Accounts

TYPE	ORG	OBJ	PROJ	PERCENT
Asset	410	162900		100.00
Contra	410	260000		100.00
Depreciation Expense	410900	533590		100.00
Accumulated Depreciation	410	163900		100.00

PO Accounts

ORG	OBJ	PROJ	AMOUNT
-----	-----	------	--------

CAPITAL ASSET WORKSHEET

\*\* END OF REPORT - Generated by Maxy, Marc \*\*



**Legislation  
11.9.**

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

**MEMORANDUM**

---

<b>TO:</b>	Mayor and City Commission
<b>FROM:</b>	Sophia Taylor, Interim Finance Director
<b>VIA:</b>	Mario A. Diaz, City Manager
<b>DATE:</b>	September 17, 2024

---

**RE:** Resolution No. R2024-105 Fiscal Year 2024 Budget Amendment (Sophia Taylor, Interim Finance Director)

---

**Description**

**BACKGROUND**

**ANALYSIS:**

**RECOMMENDATION:**

**FISCAL/ BUDGETARY**

**IMPACT:**

---

**ATTACHMENTS:**

Description

- Memo
- Resolution
- 2024 Request Attachment Exhibit A



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

---

**TO:** Mayor and City Commission  
**FROM:** Sophia Taylor, Interim Finance Director  
**VIA:** Mario Diaz, City Manager  
**DATE:** Tuesday, September 17, 2024

---

**RE:** Resolution No. R2024-##, Fiscal Year 2024 Final Budget Amendment

---

### BACKGROUND ANALYSIS:

During the normal course of the City's fiscal operations, from time-to-time situations arise requiring amendments or modifications to the City's Annual Adopted Budget beyond the authority granted to the City Manager by Resolution R2023-94.

Staff is recommending the utilization of General Fund Unrestricted Fund Balance for the following purposes by means of a

- a. Additional funds are needed to cover a significant deficit in the Police Department year-to-date overtime budget. The increase in overtime costs is primarily attributed to the unrest in Gaza, which triggered the need to put additional security measures in place within the City; additionally, due to certain weather events, it was necessary to activate the EOC; this also resulted in increased utilization of overtime hours for planning, preparation, and manning the EOC.
- b. Certain Capital Improvement Projects as well as Capital purchases were approved as part of the FY2023 Adopted Budget, however, no encumbrances were created for certain projects to roll funds forward from FY2023 to FY2024 to be expended in the current fiscal year, and beyond; the adoption of Resolution 2023108 allows staff to rollover funds

designated for Capital projects and purchases from one fiscal period to the next without an Encumbrance.

c. Additional funds are needed to pay invoices for unanticipated Legal costs incurred in the current fiscal year to-date.

		<u>Expenditures</u>	<u>Revenue</u>	
Prior Year Carryover			\$	8,848,124
Overtime - Reg-full-time	010710-710630	\$ 2,000,000		Police Department overtime
Improvements Other	010710-5720630	\$ 1,907,124		Parks and Recreation
Improvements Other	010860-539630	\$ 3,800,000		Washington Park
LOGT Projects	010860-539650	\$ 798,000		LOGT funded projects
Machinery and Equipment	010105 -511640	\$ 58,000		Purchase for PAL Program
Grants and Contribution	010205-511347	\$ 35,000		ERUV Council Inc.
Legal Services	010200-511347	\$ 250,000	\$	-
Total General Fund Impact		<u>\$ 8,848,124</u>	<u>\$</u>	<u>8,848,124</u>

### **ENTERPRISE FUND**

Staff is recommending an Amendment to the FY2024 Sewer Fund Adopted Budget to utilize funds from the Sewer Enterprise Fund Unrestricted Net Position for the following purpose:

Due to the continuing increase in the cost of construction, and materials; it is necessary to increase the Purchase Order for Southern Underground to cover additional expenses for the Sewer project S2007; total budget impact will be as follows:

		<u>Expenses</u>	<u>Revenue</u>	
Prior Year Carryover	450-300100		\$ 2,650,000	Carryover funds
Sewer Improvement Other	450910-535630	\$ 2,650,000	\$	-
		-	-	
		<u>\$ 2,650,000</u>	<u>\$</u>	<u>2,650,000</u>

**RECOMMENDATION:** Staff recommend approval of the final fiscal year 2024 budget Amendment as requested for the General and Enterprise Funds.

**FISCAL/ BUDGETARY  
IMPACT: See Exhibit A**

---

**ATTACHMENTS:**

Description

- ▣ Exhibit A Schedule of Expenses

**RESOLUTION NO. R2024-**

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA APPROVING A BUDGET AMENDMENT TO THE ANNUAL BUDGET FOR FISCAL YEAR OCTOBER 1, 2023, TO SEPTEMBER 30, 2024, FOR VARIOUS FUNDS; 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 adopted Resolution No. R2023-94 on September 27, 2023, establishing revenues and appropriations for the City for the Fiscal Year commencing October 1, 2023, and ending on September 30, 2024 (“FY 2024); and

**WHEREAS**, from time to time during the normal conduct of the City’s operations, situations arise requiring amendments or modifications of the City’s annual adopted budget; and

**WHEREAS**, the Finance Director has met with the City Manager and Department Heads to identify modifications or amendments to the FY 2024 budget; and

**WHEREAS** the Mayor and City Commission believe it is in the best interests of the City to adopt the FY2024 budget amendment as submitted.

**NOW, THEREFORE, BE IT RESOLVED BY THE 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 City Commission of the City of North Miami Beach approves and authorizes the FY2024 budget amendment attached in 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 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 **27<sup>th</sup> day of August 2024**.

ATTEST:

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

\_\_\_\_\_  
ENAN PIPER  
MAYOR

(CITY SEAL)

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

GREENSPOON MARDER, LLP

\_\_\_\_\_  
CITY ATTORNEYS  
BY: JOSEPH S. GELLER

Sponsored by: City Manager

**EXHIBIT "A"**

City of North Miami Beach  
 Exhibit A  
 Fiscal Year 2024 Budget Amendment  
 Final Request

From Account:		Funding Provided		Amount	Description
<b>General Fund</b>		To Account:			
010 -300100	Police Department Overtime	010510-521140	Overtime - Regular-Full-Time	\$ 2,000,000	Request to Increase Overtime line item that is currently in a deficit.
010 -300100	Mishcon Park Phase II, City-wide Fence Replacement , General Parks Amenities Improvements, Challenger Park Redesign, Kevin Sims Aquatic	010710-572630	Improvements Other Than Bldg.	1,907,124	Parks Improvement Projects - expenditures for these projects were previously approved in the FY2023 Budget, however, Purchase Orders were not rolled over to FY2024
010 -300100	PAL Program	010105-511640	Machinery and Equipment	58,000	Expenditure was approved in FY2023, however, no encumbrance was created to roll over fund to Fy2024.
010 -300100	Legal Department	010020-514311	Legal Services	250,000	Additional funds are needed to fund unexpected Legal/Outside Attorney Services for the remainder of the fiscal year
010 -300100	LOGT	010860-539650	Local Option Gas Tax Funding	798,000	To create an expenditure budget process LOGT fund related expenditures for the FY2024 Fiscal year.
010-300100	Washington Park Construction			3,800,000	To Carryover funds from prior year that were previously approved for Washington Park Construction but not encumbered in the prior year
010 -300100	ERUV Council Inc.	010205-512347	Grants and Contribution	35,000	Fund are needed to increase budget line item to facilitate payment to Eruv Council, Inc, Grant Award (Install and maintain Eruv line)
			<b>Total General Fund</b>	<b>\$ 8,848,124</b>	
<b>Enterprise Fund</b>					
450-300100	Prior Year Carryover	450910-535630	Sewer CIP Projects	\$ 2,650,000	To increasFunds are needed to cover Contract price increase re Southern Underground due to an increase in the overall project cost for S2007



**Discussion Items**  
**15.1.**

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

**MEMORANDUM**

---

<b>TO:</b>	Mayor and City Commission
<b>FROM:</b>	
<b>VIA:</b>	
<b>DATE:</b>	September 17, 2024

---

**RE:** City Events Policy for Discussion and Possible Action (Commissioner Phyllis S. Smith)

---

**Description**

**BACKGROUND**

**ANALYSIS:**

**RECOMMENDATION:**

**FISCAL/ BUDGETARY**

**IMPACT:**

---

**ATTACHMENTS:**

Description

- Policy
- Fee Waiver Approval
- 2023-2024 Master Calendar of Events
- FY24-25 Proposed Events

**City of North Miami Beach**  
**City Events, Fee Waiver, and Facility Usage Policy**

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# City of North Miami Beach

## City Events, Fee Waiver, and Facility Usage Policy

### Policy Statement

The purpose of the City Events, Fee Waiver, and Facility Usage Policy is to establish comprehensive guidelines and procedures governing the planning and execution of City 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 City 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. All events must adhere to the City Noise Ordinance and all events must operate between the hours of 7:00 am through 10:00 pm including setup and breakdown time.

### Definitions

**City Event:** is defined as any event or activity that occurs temporarily on public 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 but are not limited to: art festivals, fairs, farmers markets, celebrations, grand openings, outdoor business promotional events, races, charity walks, 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, 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) or, 501(c)(6). 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.

**City 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 City 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 City 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 City 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 a 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 City 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 City 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 City event.

**11. Financial Scale:**

- Typically has a larger budget with significant financial implications.

C. **Governmental/Municipal Use** are assemblies that fall under the category of public benefit. These activities are for the sole purpose of providing or gathering information from the community. This will also include the use of facilities for Precinct and Polling.

1. Attendance:

- Typically fluctuates from community area to area with typically fewer than 50 participants, however, may have several thousand throughout the day for an Election.

2. Duration:

- Usually span a few hours not exceeding four except for Precinct and Polling.

3. Scope:

- Encompasses community and businesses engagement or government employee participation.

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 local and federal government agencies and inter-department meetings and community forums.
- Government agency employee training and Town Hall meetings.

6. Logistical Impact:

- Imposes minimal to no strain on public services, thereby minimizing disruptions to the normal functioning of city resources.

D. **Non-Sponsored and Paid Events** will go through the Parks and Recreation or Community Development reservation and approval process.

## City Events Policy

City 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 City events illustrate their ability and experience essential for the effective execution of their proposed event. Successful candidates should present, as part of the application process, a documented history of proficiently organizing City events or provide substantial evidence showcasing their competence in hosting a successful City 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** City 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, Fire Marshal, 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:

1. For event spaces that have already existing established plan
  - Organizers are required with the responsibility of understanding the existing emergency plan and preparing for emergencies according to the plan.
2. For new created event spaces without an established plan such as street closures and park spaces that fencing and other barricades are added.
  - 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 Police Requirement

- Police are required for all events with an expected attendance of over 100 attendees and may be required for under 100 on a case-by-case basis. 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).

#### 4.1.5 Transportation Services:

- Where applicable, applicant must provide a maintenance of traffic (MOT) plan and parking plan.

### 5. Mayor and Commission requested events not included in adopted City Events Master Calendar.

- #### 5.1.1
- The Mayor and Commission have approval to sponsor event needs through their contingency fund, based on facility availability and provided that the event meets appropriate public benefit to the City.

### 6. Advisory Boards and Committee Events on City Events Master Calendar

- 6.1** All advisory boards and committees may request, by a majority vote, for an event to be considered and brought to the city commission for inclusion on the master calendar.
- 6.1.1** For proposed events not on the master calendar, the committee with majority vote, through their liaison, can request consideration by the City Commission to be placed on the master calendar provided the following criteria are met:
- Full Funding:
    - Through event sponsorship
    - Mayor and City Commission contingency
    - Combination of Event Sponsorship and Mayor and Commission contingency
  - Facility Availability
  - Following the established procedure and guidelines of the City Event Policy

## **7.** [Coordination with Other Events:](#)

**7.1** Organizers are encouraged 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.

**7.2** Organizers are strongly advised to examine the approved City Events Master Calendar of the City of North Miami Beach Commission, located on the city website at [www.citynmb.com](http://www.citynmb.com), or through the City Manager's office before submitting a City 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.

## **8.** [Accessibility and Inclusivity:](#)

**8.1** In addressing the accessibility needs of individuals, City events must carefully consider and adhere to the guidelines set forth by the Americans with Disabilities Act (ADA).

**8.2** 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.

**8.3** 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.

## **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.

### City 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 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 residents, visitors, and businesses 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.

### City 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 City Events Master Calendar for the subsequent fiscal year. This calendar will encompass all internal City Community Scale City Events and Major City Events planned for that following fiscal year. This City Events Master Calendar will outline the tentative schedule for City events.

### Submission Deadline:

- All city departments, external event organizers, and stakeholders are required to submit event proposals to the City Managers Office no later than the second Friday of May. This

ensures sufficient time each year for administrative submission and inclusion in the City Events Master Calendar.

#### Approval Process:

- The City Commission will assess and either approve or adjust event proposals in the September Commission session. Events that are incorporated into the City 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.

#### Amendments and Modifications:

- Amendments to the City 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 City Events Master Calendar.

#### Case-by-Case Basis Approval:

- For events falling in the Community- Scale Events and City criteria not included in the City Events Master Calendar or for any event proposed after the City 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 City Events.
  - 120 days before the proposed event date for Major City Events
- For events falling in the Governmental/Municipal Use not included in the City Events Master Calendar, event organizers must submit a detailed proposal to the City Manager at least:
  - 30 days before the proposed event date

#### Review and Decision:

- The evaluation of event proposals by the City Commission, City Manager, Police, Community Development, 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 City 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.

## 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 City 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.
- Any deposits made after approval will be returned in full if the event is then subsequently cancelled by the City of North Miami Beach
- Any deposits made after approval and event is cancelled by the organizer, the deposit will be returned less 25% administration fee.
- Application fee is nonrefundable.

These additions provide a framework for the City of North Miami Beach, adopting the City Events Master Calendar process within the City 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 City 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 City Event Permit." Understanding and adhering to these conditions is crucial for organizers to ensure the successful and compliant execution of their events.

## Application and Processing,

To assist the City in planning and preparing for an upcoming event, event organizers must submit their City 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>
Community Scale Event	90 Days	\$300.00 Plus any Applicable Facility Reservation cost	City Commission
Major City Event	120 Days	\$300.00 Plus any Applicable Facility Reservation cost	City Commission with City Manager Recommendation
Governmental/Municipal Use	30 Days	Applicable Facility Reservation cost	City Manager

1. Request can be submitted as early as 12 months in advance of the event date.
2. Request received after the mentioned deadlines will not undergo processing. However, those applications are welcome to apply for a later date.
3. Event request WILL NOT be accepted from any organizer who has any outstanding invoices for previously permitted City events.

## 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 (depending on final outcome of event details and requirements for full city services) and a final invoice reflecting the actual expenses incurred will be generated.

## Deposit

If the City 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 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.



## 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. Recreation Support \$15/hr. Recreation Supervisor \$45/hr. Theater Technical \$45/hr.	<ul style="list-style-type: none"><li>• 4 hours minimum</li><li>• Additional fees may apply</li><li>• <b>Additional clean-up fees to be determined by event size and type</b></li></ul>
<b>Police Department:</b> Police officer \$80/hr. (City Sponsored) Police officer \$48/hr. off duty	<ul style="list-style-type: none"><li>• 4 Hours Minimum</li><li>• 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.</li></ul>
<b>Public Works Department:</b> Public Works Beautification \$30/hr. Public Works Electrician \$50/hr. Public Works Supervisor \$40/hr.	<ul style="list-style-type: none"><li>• 4 hours minimum</li><li>• Additional fees may apply</li><li>• <b>Additional clean-up fees to be determined by event size and type</b></li></ul>

**Staffing fees subject to change by City Commission.**

## Facility Fees

For detailed information regarding fees, kindly visit the city website at [www.citynmb.com](http://www.citynmb.com), or request through the Park and Recreation Department.

## Denial, Revocation, or Cancellation of City Event Permit

1. The City Manager, or designated representative, holds the sole discretion to deny or revoke any application for a city 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 Community Development Department or Parks and Recreation 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 City 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 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. This includes any candidate forums.
- Religious organizations seeking space or facilities for religious services.
- Organizations based outside the City of North Miami Beach (unless Commission Determines appropriate public benefits are primarily provided to the constituents 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.

- Currently active with the State and designated as a 501(c)(3), or is a considered a chamber of commerce or board of trade and qualifies under 501(c)(6) related to the mission of the City of North Miami Beach
- 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 as an automatic approval. Any additional requests must be approved through the City Commission through the below procedure.

#### 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 City 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) or for chamber of commerce or board of trade 501(c)(6), 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. Please see Exhibit 1A for a copy of Waiver Approval Form.
- 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 one (1) allowed waivers in a one-year fiscal period.
- A. The following criteria shall be used by City commission in making its recommendation:
- **Non-profit section 501(c)(3), or for chamber of commerce or board of trade 501(c)(6) 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) or 501(c)(6) 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 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 City 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.



City of North Miami Beach Parks and Recreation
FEE WAIVER APPROVAL FORM

Requesting Organization Name: \_\_\_\_\_

Organizations Authorized Representative Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Alt: \_\_\_\_\_ Email: \_\_\_\_\_

Location Requested: \_\_\_\_\_

Dates and Times Requested: \_\_\_\_\_

- Facility Use Request Application Form Attached [ ] YES
Letter/Email Detailing How the Event Benefits the City of North Miami Beach Attached [ ] YES
501(C)(3) or 501(C)(6) (IRS exemption letter) Attached [ ] YES

Direct Costs

- Parks and Recreation: \_\_\_\_\_
Police: \_\_\_\_\_
Public Works: \_\_\_\_\_
Other Departments: \_\_\_\_\_

Additional Notes: \_\_\_\_\_

Approval signature lines for Parks and Recreation Designated Employee, Director or Designee, and City Manager or Designee, including checkboxes for Form Complete, Approved, and Not Approved.

## North Miami Beach Events - (FY 2023-2024)

Advisory Committee/ Department	Activity	Date	Location	Start Time	End Time	Event Description	Contact Person/Email	Department Director
Police	NMBPD Domestic Violence and Gun Violence Symposium	Friday, October 20, 2023	Littman Theatre	6:00 PM	8:00 PM	Domestic Violence and Gun Violence Awareness Event. This event is to educate the community and provide resources to help deter and/or reduce crime	Sandy Rodriguez, sandy.rodriguez@nmbpd.org	Harvette Smith
Commission on the Status of Women, Library	Brest Cancer Awareness Event	Saturday, October 21, 2023	Library	12:30 PM	4:00 PM	Presentation of medical best practices and treatments by practitioners, survivor stories, and mental health support for family and survivors- Collaboration with BRCA Strong and COSW	Erika Arbulu, erika.arbulu@citynmb.com	Edenia Hernandez
Library Culture	Jazz on the Canal	Sunday, October 22, 2023	Library/Amphitheater	4:00 PM	9:00 PM	National celebration of Jazz and an intimate evening of live jazz in North Miami Beach.	Erika Arbulu, erika.arbulu@citynmb.com	Edenia Hernandez
Parks & Recreation	Monster Mash Bash	Saturday, October 28, 2023	In Front of City Hall (19th Avenue)	5:00 PM	9:00 PM	Halloween family event featuring live music, food, entertainment, haunted house and more. Open to non-residents.	Jason Hope, jason.hope@citynmb.com	Andrew Plotkin
Parks & Recreation, Police	Veterans Day Ceremony	Saturday, November 11, 2023	Corporal Howard B. Hinson Park (160th Street NE 14th Avenue)	10:00 AM	12:00 PM	A day we pay tribute to the men and women who have served our country and those who continue to preserve our freedom. Enjoy guest speakers, and a 21-gun salute. In case of inclement weather, the ceremony will be moved to the Julius Littman Theater. Open to non-residents.	Jason Hope, jason.hope@citynmb.com	Andrew Plotkin
City Manager	Thanksgiving Turkey Giveaway	Monday, November 13, 2023	Kevin R. Sims Aquatic Center	8:00 AM	Until Supplies Last	The City Manager will host a Thanksgiving turkey giveaway where staff will come together to distribute Thanksgiving turkeys to families in North Miami Beach who would otherwise go without.	David Jeannot, david.jeannot@citynmb.com	Mario Diaz
Library	Holiday Fashion Show	Friday, December 8, 2023	Library	6:00 PM	9:30 PM	Fashion Ideas for Holiday by the one city resident Designer Betzabe Pujaico.	Erika Arbulu, erika.arbulu@citynmb.com	Edenia Hernandez
Parks & Recreation	Snow Fest and Holiday Parade	Saturday, December 9, 2023	In Front of City Hall (19th Avenue)	5:00 PM	10:00 PM	Holiday family event featuring live music, food, entertainment, and more. The community safety day parade starts at 5:30 p.m. Open to non-residents.	Jason Hope, jason.hope@citynmb.com	Andrew Plotkin
Police	Golden Ticket Toy Drive (Snow Fest)	Saturday, December 9, 2023	In Front of City Hall (19th Avenue)	5:00 PM	8:00 PM	NMBPD participates in Snow feast by hosting a Golden Ticket Toy Drive (Snow Fest)	Sandy Rodriguez, sandy.rodriguez@nmbpd.org	Harvette Smith
Parks & Recreation	Menorah Lighting Ceremony	Monday, December 11, 2023	In Front of City Hall (Circle)	7:30 PM	9:00 PM	A menorah lighting ceremony with guest speakers. Open to non-residents.	Jason Hope, jason.hope@citynmb.com	Andrew Plotkin
Parks & Recreation	Holiday Literacy Concert: "A Soulful Holiday Celebration"	Wednesday, December 13, 2023	Julius Littman Performing Arts Theater	6:00 PM	9:30 PM	Holiday family event focused on reading comprehension and literacy.	Jason Hope, jason.hope@citynmb.com	Andrew Plotkin
Parks & Recreation	Washington Park Holiday Movie Night <b>(CANCELED)</b>	Saturday, December 16, 2023	Washington Park	4:00 PM	8:00 PM	Holiday family event featuring food, games, and a holiday movie. Open to non-residents.	Jason Hope, jason.hope@citynmb.com	Andrew Plotkin

## North Miami Beach Events - (FY 2023-2024)

Advisory Committee/ Department	Activity	Date	Location	Start Time	End Time	Event Description	Contact Person/Email	Department Director
Park & Recreation	Highland Village Christmas ( <b>CANCELED</b> )	Sunday, December 17, 2023	Highland Village	9:00 AM	3:00 PM	A holiday celebration in Highland Village	Jason Hope, jason.hope@citynmb.com	Andrew Plotkin
Parks & Recreation	Highland Village Christmas ( <b>RESCHEDULED from 12/17/2023</b> )	Monday, December 18, 2023	Highland Village	9:00 AM	3:00 PM	A holiday celebration in Highland Village	Jason Hope, jason.hope@citynmb.com	Andrew Plotkin
Multi-Cultural Committee, Parks & Recreation	Kwanzaa Display	Tuesday, December 26, 2023	City Hall Lobby	6:00 PM	8:00 PM	A celebration of African American culture.	Jason Hope, jason.hope@citynmb.com	Andrew Plotkin
Library	Literacy Fair	Sunday, January 28, 2024	Amphitheater	Noon	5:00 PM	Author and Illustrator Presentation, Reading Celebration, storytellers, games. Incentives for families to read.	Erika Arbulu, erika.arbulu@citynmb.com	Edenia Hernandez
Multi-Cultural Committee, Parks & Recreation	Harmony of Heritage: A Black History Celebration	Saturday, February 3, 2024	Littman Theatre	5:00 PM	9:00 PM	Join us as we pay tribute to the rich history and cultural contributions of the black community. Experience the legacy of black composers and musicians in a night of musical excellence.	Jason Hope, jason.hope@citynmb.com	Andrew Plotkin
Library Culture	Chinese New Year (Year of the Dragon Celebration)	Saturday, February 17, 2024	Amphitheater	1:00 PM	5:00 PM	Year of the Dragon Celebration, Chinese New Year .	Erika Arbulu, erika.arbulu@citynmb.com	Edenia Hernandez
Parks & Recreation	Bike 305	Sunday, March 10, 2024	In Front of City Hall (19th Avenue)	1:00 PM	4:00 PM	A bike ride along Snake Creek promoting fitness and good health. Safety Tips, booths, food, raffle giveaways and more. Open to non-residents.	Jason Hope, jason.hope@citynmb.com	Andrew Plotkin
NMB Water	2nd Annual Classic Charity Golf Tournament	Friday, March 22, 2024	Miami Shores Country Club	11:00 AM	6:00 PM	This tournament is designed to help the struggling residents with their water bill. Works in conjunction with the "We Care To Share" program.	Elisabeth Pierre, elisabeth.pierre@citynmb.com	Suarez Andrea
Commission on the Status of Women, Parks & Recreation, Library Culture	Women's History Month	Saturday, March 23, 2024	Amphitheater	6:00 PM	10:00 PM	A day celebrating women. Featuring musical performances and food. Open to non-residents.	Jason Hope, jason.hope@citynmb.com	Andrew Plotkin
Parks and Recreation	Independence Day Celebration	Thursday, April 4, 2024	Kevin R. Sims Aquatics Center	11:00 AM	3:00 PM	Join us for splash-tastic day filled with delicious food, refreshing drinks, music, and an array of games and water activities for all ages. Don't miss out on this unforgettable celebration of independence and freedom!	Jason Hope, jason.hope@citynmb.com	Andrew Plotkin
Park & Recreation	Washington Park Holiday Movie Night ( <b>RESCHEDULED from 12/16/2023</b> )	Friday, April 19, 2024	Washington Park	4:00 PM	8:00 PM	Holiday family event featuring food, games, and a holiday movie. Open to non-residents.	Jason Hope, jason.hope@citynmb.com	Andrew Plotkin
Parks & Recreation	Washington Park Heritage Day	Saturday, April 20, 2024	Washington Park	11:00 AM	7:00 PM	A day filled with fun, food, and cultural celebration at the Washington Park Community Center. The park will be transformed into a lively hub of activities, including a bounce house for the kids, a live DJ, 3 on 3 basketball tournament, and a variety of food vendors. Open to non-residents.	Jason Hope, jason.hope@citynmb.com	Andrew Plotkin



## North Miami Beach Events - (FY 2023-2024)

Advisory Committee/ Department	Activity	Date	Location	Start Time	End Time	Event Description	Contact Person/Email	Department Director
Beautification Committee, Public Works, Library	Arbor Day Celebration	Saturday, April 27, 2024	Amphitheater	10:00 AM	1:30 PM	Spring Festival and Tree Giveaway	Samuel Zamacona, Samuel.Zamacona@citynmb.com	Samuel Zamacona
Commission on the Status of Women, Parks & Recreation	Youth Symposium	Saturday, April 27, 2024	Y.E.S. Center / McDonald Center	8:00am	6:00pm	A youth event where guest speakers educate participants on various topics and community issues. Open to non-residents.	Jason Hope, jason.hope@citynmb.com	Andrew Plotkin
Multi-Cultural Committee, Library Culture	Haiti Rhythm of our Heartbeat: The Spirit of Konbit	Saturday, May 4, 2024	Library	6:30 PM	10:00 PM	The Spirit of Konbit”, cultural celebration will feature the art and photography or renown South-Florida- Haitian artist Zeek Mathias. His powerful art exhibition explores themes of identity, culture and belonging through diverse media.	Erika Arbulu, erika.arbulu@citynmb.com	Edenia Hernandez
Parks and Recreation	Youth Mental Health Event (Project Men & Haitian American Nurses Association of Florida)	Saturday, May 4, 2024	McDonald Center	8:00 AM	4:00 PM	A youth event where guest speakers educate participants on youth mental health. Open to non-residents	Jason Hope, jason.hope@citynmb.com	Andrew Plotkin
Economic Development Commission, Economic Development	Small Business Summit and Expo	Wednesday, May 8, 2024	City Hall	9:30 AM	5:00 PM	Small Business Summit & Expo is a one-day event designed to provide entrepreneurs and small business owners with the tools and resources needed to succeed in today’s competitive market. Attendees will have the opportunity to attend workshops and seminars on a range of topics. In addition, there will be a vendor expo featuring local businesses showcasing Mother’s Day Gift Deelivery. Deliveries will be made to North Miami Beach residents.	Mercedes Mosley, mercedes.mosley@citynmb.com	Marline Monestime
Commission on the Status of Women, Parks & Recreation	Mother’s Day Gift Delivery	Friday, May 10, 2024	N/A	N/A	N/A		Jason Hope, jason.hope@citynmb.com	Andrew Plotkin
Parks and Recreation and City Manager	Mishcon Park Field Ribbon Cutting & Celebration	Sunday, May 19, 2024	Washington Park	10:30 AM	12:00 PM	Mishcon Park Field Ribbon Cutting & Celebration	Andrew Plotkin , andrew.plotkin@citynmb.com/ Frandley DeFilie, franndley.defilie@citynmb.com	Andrew Plotkin/Frandley DeFilie
Library Culture	Jewish American Heritage Celebration	Thursday, May 23, 2024	Library	6:00 PM	7:30 PM	Library Cultural Program - An evening of art, cultural stories, music and crafts.	Erika Arbulu, erika.arbulu@citynmb.com	Edenia Hernandez
Library Culture, Multi-Cultural Committee	Asian American Heritage Celebration	Saturday, May 25, 2024	Amphitheater	12:00 PM	5:00 PM	An afternoon of celebrating Asian American Pacific Islander music, culture.	Erika Arbulu, erika.arbulu@citynmb.com	Edenia Hernandez
Police, Parks & Recreation	Memorial Day Ceremony	Monday, May 27, 2024	Corporal Howard B. Hinson Park (160th Street NE 14th Avenue)	10:00 AM	12:00 PM	A special ceremony to pay tribute to the brave men and women who have made the ultimate sacrifice in service to our country. In case of inclement weather, the ceremony will be moved to the Julius Littman Theater. Open to non-residents.	Jason Hope, jason.hope@citynmb.com	Andrew Plotkin
Public Works	Hurricane Expo	Saturday, June 8, 2024	City Hall	10:00 AM	1:00 PM	Hurricane awareness and preparedness tips	Nicholas Williams, nicholas.williams@citynmb.com	Samuel Zamacona
Multi-Cultural Committee, Parks & Recreation	Juneteenth Celebration	Saturday, June 15, 2024	Julius Littman Performing Arts Theater	7:00 PM	10:00 AM	A day filled with fun, food, and cultural celebration. Open to non-residents.	Jason Hope, jason.hope@citynmb.com	Andrew Plotkin
Library Culture	Raymichay- A Peruvian Cultural Celebration	Wednesday, July 24, 2024	Library/Amphitheater	1:00 PM	10:00 AM	In honor of the National holiday and independence of the Republic of Peru, this celebration will feature the artisanal, culinary, artistic and folkloric dances of Peru. This celebration will feature local talents who represent and identify the culture in the United States.	Erika Arbulu, erika.arbulu@citynmb.com	Edenia Hernandez

## North Miami Beach Events - (FY 2023-2024)

Advisory Committee/ Department	Activity	Date	Location	Start Time	End Time	Event Description	Contact Person/Email	Department Director
Commission on the Status of Women, Parks & Recreation	School Supplies Giveaway & Health Fair	Tuesday, August 6, 2024	Y.E.S. Center / McDonald Center	5:00 PM	8:00 PM	A back to school event where school supplies are given away. Features a fun health fair where you'll be able to receive important information on how to stay healthy. NMB Residents only. Reservation required for school supplies. Health Fair is open to non-residents.	Jason Hope, jason.hope@citynmb.com	Andrew Plotkin
Police	National Night Out	Tuesday, August 6, 2024	19 Ave	6:00 PM	8:00 PM	National Night Out is an annual community-building campaign that promotes police-community partnerships and neighborhood camaraderie to make our neighborhoods safer, more caring places to live. National Night Out enhances the relationship between neighbors and law enforcement while bringing back a true sense of community.	Sandy Rodriguez, sandy.rodriguez@nmbpd.org	Harvette Smith
Police, City Manager Office	9/11 Observance Ceremony	Wednesday, September 11, 2024	PD Atrium	10:00 AM	11:00 AM	A special ceremony to honor the victims of September 11, 2001, featuring steal beams from the World Trade Center.	Sandy Rodriguez, sandy.rodriguez@nmbpd.org	Harvette Smith
Multi-Cultural Committee, Library Culture, Parks and Recreation	DALE! NMB	Friday, September 13, 2024	Library/Amphitheater	5:30 PM	10:00 PM	Hispanish Heritage Month celebration	Erika Arbulu, erika.arbulu@citynmb.com	Edenia Hernandez

# Mayor and Commission Events - (FY 2023-2024)

Activity	Date	Location	Start Time	End Time	Mayor/Commissioner
Mobile Diaper Pantry	Thursday, October 12, 2023	Kevin R. Sims Aquatics Center	9:30 AM	10:30 AM	Smukler
Farm Share: Drive Thru Food Distribution	Thursday, October 26, 2023	Kevin R. Sims Aquatics Center	10:00 AM	12:00 PM	Chernoff
Farm Share: Drive Thru Food Distribution	Friday, January 12, 2024	Kevin R. Sims Aquatics Center	10:00 AM	12:00 PM	Chernoff
MLK Song Contest	Wednesday, January 17, 2024	Email	N/A	N/A	Jean
Farm Share: Drive Thru Food Distribution	Friday, February 9, 2024	Kevin R. Sims Aquatics Center	10:00 AM	12:00 PM	Chernoff
National Pizza Day	Friday, February 9, 2024	Yes Center	4:00 PM	6:00 PM	Jean
3rd Annual Beyond Comicon Event (In-Kind)	Saturday, February 17, 2024	McDonald Center	10:00 AM	5:00 PM	Joseph

# Mayor and Commission Events - (FY 2023-2024)

Activity	Date	Location	Start Time	End Time	Mayor/Commissioner
Farm Share: Drive Thru Food Distribution	Thursday, March 7, 2024	Kevin R. Sims Aquatics Center	10:00 AM	12:00 PM	Chernoff
College Tour Series	Friday, March 22, 2024	STU/FIU	9:00 AM	4:00 PM	Jean
Community Tea Party	Saturday, March 30, 2024	Washington Park	11:00 AM	2:00 PM	Jean
College Tour Series	Wednesday, April 10, 2024	FMU/MDC	9:00 AM	4:00 PM	Jean
Farm Share: Drive Thru Food Distribution	Thursday, April 18, 2024	Kevin R. Sims Aquatics Center	10:00 AM	12:00 PM	Chernoff
Mobile Diaper Pantry	Saturday, April 20, 2024	Library	12:30 PM	1:30 PM	Smukler
National Day of Prayer	Thursday, May 2, 2024	Y.E.S Center	1:00 PM	2:30 PM	Piper

## Mayor and Commission Events - (FY 2023-2024)

Activity	Date	Location	Start Time	End Time	Mayor/Commissioner
Young Women and Gentlemen of Distinction Cohort Scholarship Dinner	Monday, May 6, 2024	McDonald Center	7:30 PM	9:30 PM	Jean
NMB Teen's Got Talent - Haitian Heritage Month Edition (In-Kind)	Saturday, May 11, 2024	Uleta	7:00 PM	9:00 PM	Jean
Youth Financial Literacy Workshop	Wednesday, May 15, 2024	Theater	7:00 PM	9:00 PM	Jean
Free Patties and Flags	Saturday, May 18, 2024	City Hall (Plaza)	8:00 AM	10:00 AM	Jean
Mobile Diaper Pantry	Saturday, May 18, 2024	Library	12:30 PM	1:30 PM	Smukler
Farm Share: Drive Thru Food Distribution	Thursday, May 23, 2024	Uleta	10:00 AM	12:00 PM	Chernoff
Juneteenth Essay Contest	Friday, June 14, 2024	Email	N/A	N/A	Jean

# Mayor and Commission Events - (FY 2023-2024)

Activity	Date	Location	Start Time	End Time	Mayor/Commissioner
Mobile Diaper Pantry	Saturday, June 15, 2024	Library	12:30 PM	1:30 PM	Smukler
A Day of Services	Wednesday, June 19, 2024	City Hall	9:00 AM	1::00 PM	Joseph
Farm Share: Drive Thru Food Distribution	Friday, June 21, 2024	Kevin R. Sims Aquatics Center	10:00 AM	12:00 PM	Chernoff
Game Changer Bus	Monday, June 24, 2024	City Hall (Plaza)	9:00 AM	3::00 PM	Joseph
National Food Truck Day	Friday, June 28, 2024	City Hall (Drive Way)	11:00 AM	6::00 PM	Jean
Mobile Diaper Pantry	Saturday, July 20, 2024	Library	12:30 PM	1:30 PM	Smukler
Farm Share: Drive Thru Food Distribution	Thursday, July 25, 2024	Uleta	10:00 AM	12:00 PM	Chernoff
Mobile Diaper Pantry	Saturday, August 17, 2024	Library	12:30 PM	1:30 PM	Smukler
Farm Share: Drive Thru Food Distribution	Friday, August 23, 2024	Kevin R. Sims Aquatics Center	10:00 AM	12:00 PM	Chernoff

# Mayor and Commission Events - (FY 2023-2024)

Activity	Date	Location	Start Time	End Time	Mayor/Commissioner
Farm Share: Drive Thru Food Distribution	Thursday, September 26, 2024	Uleta	10:00 AM	12:00 PM	Chernoff

Mobile Diaper Pantry	Saturday, September 21, 2024	Library	12:30 PM	1:30 PM	Smukler
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## Community Outreach - (FY 2023-2204)

Department	Activity	Date	Location	Start Time	End Time	Contact Person
City Manager	City Manager's Listening Tour	Thursday, November 16, 2023	Washington Park	6:00 PM	7:30 PM	Marline Monestime
City Manager	City Manager's Listening Tour	Thursday, December 21, 2023	Highland Village Community Center	6:30 PM	8:00 PM	Marline Monestime
Police	Club Law and Order	Wednesday, December 27, 2023	Police Station	6:30 PM	8:00 PM	Major Sandy Rodriguez
Police	Police & Community Together (PACT)	Tuesday, February 13, 2024	Uleta	6:30 PM	8:00 PM	Major Sandy Rodriguez
City Manager	City Manager's Listening Tour	Wednesday, February 28, 2024	McDonald Center	6:00 PM	7:30 PM	Marline Monestime
Police	Coffee with a Cop	Thursday, February 29, 2024	Dunkin	8:00 AM	11:00 AM	Major Sandy Rodriguez
Police	Police & Community Together (PACT)	Tuesday, March 12, 2024	Washington Park	6:30 PM	8:00 PM	Major Sandy Rodriguez
Police	Coffee with a Cop	Wednesday, March 27, 2024	Café Del Alma	8:00 AM	11:00 AM	Major Sandy Rodriguez



## Community Outreach - (FY 2023-2204)

Department	Activity	Date	Location	Start Time	End Time	Contact Person
Police	Police & Community Together (PACT)	Wednesday, April 17, 2024	Eden Isles	6:30 PM	8:00 PM	Major Sandy Rodriguez
Police	Coffee with a Cop	Tuesday, April 30, 2024	Chick-fil-A	8:00 AM	11:00 AM	Major Sandy Rodriguez
Police	Coffee with a Cop	Thursday, May 23, 2024	TBD	8:00 AM	11:00 AM	Major Sandy Rodriguez
Police	Police & Community Together (PACT)	Wednesday, July 24, 2024	Government Center	6:30 PM	8:00 PM	Major Sandy Rodriguez
Police	Club Law and Order	Wednesday, July 31, 2024	Police Station	6:30 PM	8:00 PM	Major Sandy Rodriguez
Police	Coffee with a Cop	Wednesday, August 28, 2024	TBD	8:00 AM	11:00 AM	Major Sandy Rodriguez
Public Works	Palm Frond Giveaway for Sukkot (Jewish Holiday)	Thursday, October 10, 2024	Uleta	8:00 AM and 2:00 PM	10:00 AM and 4:00 PM	Samuel Zamacona
Public Works	Palm Frond Giveaway for Sukkot (Jewish Holiday)	Tuesday, October 15, 2024	Kevin R. Sims Aquatics Center	8:00 AM and 2:00 PM	10:00 AM and 4:00 PM	Samuel Zamacona

## Library literacy Programming (FY 2023-2024)

Activity	Date	Location	Start Time	End Time	Event Description
No So Scary History Time	Tuesday, October 31, 2023	Library	5:00 PM	7:00 PM	
Mi Mision Mi Bendicion	Friday, November 3, 2023	Library	6:30 PM	9:30 PM	Book Presentation
Art in Motion	Friday, November 17, 2023	Library	TBD	TBD	Art Exhibition.
Gobble Up a Good Book Family Event.	Monday, November 20, 2023	Library	5:00 PM	7:00 PM	Story Time,craft and Snack
Holiday Family Celebration	Tuesday, December 26, 2023	Amphiteather	12:00 PM	6:00 PM	Family Celebration with Story time,Crafts,holiday Show performers games.
Kwanzaa Celebration	Wednesday, December 27, 2023	Library	5:00 PM	7:00 PM	Story Time,craft
Picture With Santa.	Thursday, December 28, 2023	Library	5:00 PM	7:00 PM	Picture with Santa Story Art and Craft.
Art Exhibit	Thursday, January 18, 2024	Library	6:00 PM	8:30 PM	Art Exhibition.

## Library literacy Programming (FY 2023-2024)

Activity	Date	Location	Start Time	End Time	Event Description
Holocaust Remembrance Day	Thursday, January 25, 2024	Library	6:00 PM	7:00 PM	An evening Chat with survivors
Black History Month	Friday, February 23, 2024	Library	6:00 PM	9:00 PM	Art and Music and Design exposition
Dr. Seuss Birthday/ Read Across America	Tuesday, March 5, 2024	Library	6:00 PM	7:30 PM	Stories/ Games/ Crafts
Natioanal Library Week	April 8- 12, 2024	Library	TBD	TBD	Stories/ Games/ Surveys
STEM Teacher Recognition	Saturday, April 20, 2024	Library	12:00 PM	2:00 PM	Craft and Recognitions
Dia	Tuesday, April 30, 2024	Library	6:00 PM	7:30 PM	Stories/ Crafts/ Games
Video Editing Class Presentation	Monday, May 6, 2024	Library	6:00 PM	7:00 PM	
Yom Hashoash	Monday, May 6, 2024	Library	6:30 PM	7:30 PM	Display/ Movie/ Stories

## Library literacy Programming (FY 2023-2024)

Activity	Date	Location	Start Time	End Time	Event Description
Mother's Day	Friday, May 10, 2024	Library	6:00 PM	9:30 PM	Storytime/ Crafts/ Special time for Mothers
Pre- k Graduation Program	Tuesday, May 14, 2024	Library	3:00 PM	5:00 PM	
API	Saturday, May 25, 2024	Library	1:00 PM	4:00 PM	
Library Aniversary Celebration	June	Library	TBD	TBD`	
Summer Reading Kick-off	Saturday, June 1, 2024	Library/ Amphitheater	2:00 PM	5:00 PM	Summer Reading Celebration/ Program Sign-up
Independence Day Celebration	Wednesday, July 3, 2024	Library	3:00 PM	6:00 PM	Stories/ crafts/ patriotic music/ games
End of Summer / Back to School Event	Sunday, August 11, 2024	Library/Parking Lot	2:00 PM	5:00 PM	Storyteller/ crafts/ games/ haircuts/ backpacks
Library Card Month Celebration	September	Library	TBD	TBD	

## Police Athletic League - (FY 2023-2024)

Activity	Date	Location	Start Time	End Time	Event Description
PAL Thanksgiving Turkey Giveaway	Monday, November 20, 2023	PD Lobby	2:00 PM	4:00 PM	Turkeys are distributed to the families that participate in the PAL Program.
"Shop with a Cop"	Friday, December 8, 2023	Walmart	6:00 PM	9:00 PM	Shop with a cop is a holiday activity that allows local stores to partner with Law Enforcement to put smiles on under privilege kid's faces by providing them with shopping sprees.
"Shop with a Cop"	Saturday, December 9, 2023	Target	7:00 AM	10:00 AM	Shop with a cop is a holiday activity that allows local stores to partner with Law Enforcement to put smiles on under privilege kid's faces by providing them with shopping sprees.
PAL Christmas Party	Wednesday December 13, 2023	Allen Park	6:00 PM	8:00 PM	NMBPD hosts an Annual PAL Christmas Party for all the children who participate in PAL. This event includes free food and a toy giveaway.
7th Annual PAL Golf Tournament	Friday, April 5, 2024	Miami Shores Country Club	8:00 AM Tee Off	3:00 PM	The North Miami Beach Police Department will host their 7th Annual Golf Tournament and Fundraiser to benefit the North Miami Beach Police Athletic League, Inc.

## North Miami Beach Events - (2024-25) Proposed

Department	Activity	Date	Location	Start Time	End Time	Event Description (no more than 3-5 Sentences)	Contact Person/Email/Phone #
Police	Domestic Violence Awareness 5k Run	Saturday, October 5, 2024	Route TBD	7:00am	12:00pm	Domestic Violence Awareness 5K Run to educate the community and provide resources to help deter and/or reduce crime.	Major Sandy Rodriguez sandy.rodriguez@nmbpd.org
Parks & Recreation	Monster Mash Bash	Saturday, October 26, 2024	In Front of City Hall (19th Avenue)	5:00pm	9:00pm	Halloween family event featuring live music, food, entertainment, haunted house and more. Open to non-residents.	Jason Hope Jason.Hope@citynmb.com 305-948-2957
Parks & Recreation	Veterans Day Ceremony	Monday, November 11, 2024	Corporal Howard B. Hinson Park (160th Street NE 14th Avenue)	10:00am	12:00pm	A day we pay tribute to the men and women who have served our country and those who continue to preserve our freedom. Enjoy guest speakers, and a 21-gun salute. In case of inclement weather, the ceremony will be moved to the Julius Littman Theater. Open to non-residents.	Jason Hope Jason.Hope@citynmb.com 305-948-2957
Parks & Recreation	Snowfest & Holiday Parade /Tree Lighting	Saturday, December 14, 2024	In Front of City Hall (19th Avenue)	5:00pm	10:00pm	Holiday family event featuring live music, food, entertainment, and more. The community safety day parade starts at 5:30 p.m. Open to non-residents.	Jason Hope Jason.Hope@citynmb.com 305-948-2957
Police	Golden Ticket Toy Giveaway	Saturday, December 14, 2024	YES Center	6:00pm	10:00pm	NMBPD participates in Snowfest by hosting a Golden Ticket Toy Giveaway to residents that register to participate	Major Sandy Rodriguez sandy.rodriguez@nmbpd.org
Parks & Recreation	Menorah Lighting Ceremony	Thursday, December 26, 2024	In Front of City Hall (Circle)	7:30pm	9:00pm	A menorah lighting ceremony with guest speakers. Open to non-residents.	Jason Hope Jason.Hope@citynmb.com 305-948-2957
Parks & Recreation	Memorial Day Ceremony	Monday, May 26, 2025	Corporal Howard B. Hinson Park (160th Street NE 14th Avenue)	10:00am	12:00pm	A special ceremony to pay tribute to the brave men and women who have made the ultimate sacrifice in service to our country. In case of inclement weather, the ceremony will be moved to the Julius Littman Theater. Open to non-residents.	Jason Hope Jason.Hope@citynmb.com 305-948-2957
Police	Teen Summit on Gun Violence	Friday, June 13, 2025	Julius Littman Performing Arts Theater/McDonald Center	5:00pm	8:00pm	Gun Violence Awareness Month provides an opportunity for the NMBPD to raise public awareness about gun violence and is a call to action on educating communities on how to prevent it.	Major Sandy Rodriguez sandy.rodriguez@nmbpd.org
Police	National Night Out	Tuesday, August 5, 2025	Street Event/NE 19 AV	6:00pm	8:00pm	National Night Out is an annual community-building campaign that promotes police-community partnerships and neighborhood camaraderie to make our neighborhoods safer, more caring places to live. National Night Out enhances the relationship between neighbors and law enforcement while bringing back a true sense of community.	Major Sandy Rodriguez sandy.rodriguez@nmbpd.org

## Mayor & Commission, Advsiory - (2024-25) Proposed

Department	Activiity	Date	Location	Start Time	End Time	Event Description (no more than 3-5 Sentences)
Mayor and Commission	Farm Share: Drive Thru Food Distribution	Thursday, October 17, 2024	Kevin R. Sims Aquatics Center	9:00am	12:00pm	serving those fighting for food security.
Mayor and Commission	Mobile Diaper Pantry	Tuesday, October 22, 2024	Library	12:30am	1:30pm	Innovative direct service program that provides diapers and basic essentials to children and families who lack awareness about services
Mayor and Commission	Farm Share: Drive Thru Food Distribution	Thursday, November 21, 2024	Uleta	9:00am	12:00pm	serving those fighting for food security.
Mayor and Commission	Mobile Diaper Pantry	Tuesday, November 26, 2024	Library	12:30am	1:30pm	Innovative direct service program that provides diapers and basic essentials to children and families who lack awareness about services
Mayor and Commission	Holiday Literacy	Wednesday, December 18, 2024	Julius Littman Performing Arts Theater	7:00pm	10:00pm	Holiday family event focused on reading comprehension and literacy.
Mayor and Commission	Mobile Diaper Pantry	Wednesday, December 18, 2024	Library	12:30am	1:30pm	Innovative direct service program that provides diapers and basic essentials to children and families who lack awareness about services
Mayor and Commission	Farm Share: Drive Thru Food Distribution	Thursday, December 19, 2024	Kevin R. Sims Aquatics Center	9:00am	12:00pm	serving those fighting for food security.
Mayor and Commission	Washington Park Holiday Movie Night	Saturday, December 21, 2024	Washington Park	4:00pm	8:00pm	Holiday family event featuring food, games, and a holiday movie. Open to non-residents.

### Mayor & Commission, Advsiory - (2024-25) Proposed

Department	Activiity	Date	Location	Start Time	End Time	Event Description (no more than 3-5 Sentences)
Mayor and Commission	Highland Village Christmas	Sunday, December 22, 2024	Highland Village Community Center	12:00pm	5:00pm	A Holiday celebration for the Highland Village community.
Mayor and Commission	Mobile Diaper Pantry	Tuesday, January 14, 2025	Library	12:30am	1:30pm	Innovative direct service program that provides diapers and basic essentials to children and families who lack awareness about services
Mayor and Commission	Farm Share: Drive Thru Food Distribution	Thursday, January 16, 2025	Uleta	9:00am	12:00pm	servng those fighting for food security.
Mayor and Commission	Martin Luther King Celebration	Monday, January 20, 2025	Julius Littman Performing Arts Theater	4:00pm	8:00pm	A day celebrating the life and legacy of Martin Luther King Jr. Features musical performances and food.
Multi-Cultural Committee	Black History Month	Saturday, February 1, 2025	Julius Littman Performing Arts Theater	6:00pm	10:00pm	A day filled with fun, food, and cultural celebration. Open to non-residents.
Mayor and Commission	Mobile Diaper Pantry	Wednesday, February 19, 2025	Library	12:30am	1:30pm	Innovative direct service program that provides diapers and basic essentials to children and families who lack awareness about services
Mayor and Commission	Farm Share: Drive Thru Food Distribution	Thursday, February 20, 2025	Kevin R. Sims Aquatics Center	9:00am	12:00pm	servng those fighting for food security.



## Mayor & Commission, Advsiory - (2024-25) Proposed

Department	Activity	Date	Location	Start Time	End Time	Event Description (no more than 3-5 Sentences)
Mayor and Commission	Heart Health Walk	Sunday, February 23, 2025	Senator Gwen Margolis Amphitheater	9:00am	12:00pm	A 2.6 mile walk around Snake Creek Canal. Features a fun health fair where you'll be able to receive important information on how to stay heart healthy and how to prepare nutritious meals. Open to non-residents.
Mayor and Commission	Bike 305	Sunday, March 16, 2025	In Front of City Hall (19th Avenue)	1:00pm	4:00pm	A bike ride along Snake Creek promoting fitness and good health. Safety Tips, booths, food, raffle giveaways and more. Open to non-residents.
Mayor and Commission	Mobile Diaper Pantry	Tuesday, March 18, 2025	Library	12:30am	1:30pm	Innovative direct service program that provides diapers and basic essentials to children and families who lack awareness about services
Mayor and Commission	Farm Share: Drive Thru Food Distribution	Thursday, March 20, 2025	Uleta	9:00am	12:00pm	-serving those fighting for food security.
Commission on the Status of Women	Women's History Month	Saturday, March 22, 2025	Senator Gwen Margolis Amphitheater	6:00pm	10:00pm	A day celebrating women. Featuring musical performances and food. Open to non-residents.
Mayor and Commission	Mobile Diaper Pantry	Wednesday, April 16, 2025	Library	12:30am	1:30pm	Innovative direct service program that provides diapers and basic essentials to children and families who lack awareness about services
Mayor and Commission	Farm Share: Drive Thru Food Distribution	Thursday, April 17, 2025	Kevin R. Sims Aquatics Center	9:00am	12:00pm	-serving those fighting for food security.
Mayor and Commission	Heritage Day	Saturday, April 19, 2025	Washington Park	11:00am	7:00pm	A day filled with fun, food, and cultural celebration at the Washington Park Community Center. The park will be transformed into a lively hub of activities, including a bounce house for the kids, a live DJ, 3 on 3 basketball tournament, and a variety of food.
Beautification Committee	Arbor Day	Saturday, April 26, 2025	Ampitheater	12:00pm	5:00pm	A free plant giveaway accompanied by family-friendly activities. Organized by the Public Works Department, with support from Parks & Recreation, this event promises a day of greenery and fun for all ages
Commission on the Status of Women	Youth Symposium	Saturday, April 26, 2025	Y.E.S. Center / McDonald Center	8:00am	6:00pm	A youth event where guest speakers educate participants on various topics and community issues. Open to non-residents.
Multi-Cultural Committee	Haitian Heritage Month	Saturday, May 3, 2025	Julius Littman Performing Arts Theater	8:00am	6:00pm	A day filled with fun, food, and cultural celebration. Open to non-residents.

Mayor & Commission, Advsiory - (2024-25) Proposed

Department	Activity	Date	Location	Start Time	End Time	Event Description (no more than 3-5 Sentences)
Commission on the Status of Women	Mother's Day Delivery	Friday, May 9, 2025	McDonald Center	9:00am	11:00am	A breakfast where we honor the mothers of the North Miami Beach community. North Miami Beach Residents only. Reservations required.
Mayor and Commission	Farm Share: Drive Thru Food Distribution	Thursday, May 15, 2025	Uleta	9:00am	12:00pm	-serving those fighting for food security.
Mayor and Commission	Mobile Diaper Pantry	Tuesday, May 20, 2025	Library	12:30am	1:30pm	Innovative direct service program that provides diapers and basic essentials to children and families who lack awareness about services
Multi-Cultural Committee	Juneteenth Celebration	Saturday, June 14, 2025	Julius Littman Performing Arts Theater	7:00pm	10:00pm	A day filled with fun, food, and cultural celebration. Open to non-residents.
Mayor and Commission	Mobile Diaper Pantry	Wednesday, June 18, 2025	Library	12:30am	1:30pm	Innovative direct service program that provides diapers and basic essentials to children and families who lack awareness about services
Mayor and Commission	Farm Share: Drive Thru Food Distribution	Thursday, June 19, 2025	Kevin R. Sims Aquatics Center	9:00am	12:00pm	-serving those fighting for food security.
Mayor and Commission	Youth Mental Health Event	Saturday, June 28, 2025	Julius Littman Performing Arts Theater	7:00pm	10:00pm	A youth event where guest speakers educate participants on youth mental health. Open to non-residents
Mayor and Commission	Farm Share: Drive Thru Food Distribution	Thursday, July 17, 2025	Uleta	9:00am	12:00pm	-serving those fighting for food security.
Mayor and Commission	Mobile Diaper Pantry	Tuesday, July 22, 2025	Library	12:30am	1:30pm	Innovative direct service program that provides diapers and basic essentials to children and families who lack awareness about services
Mayor and Commission	Mobile Diaper Pantry	Wednesday, August 20, 2025	Library	12:30am	1:30pm	Innovative direct service program that provides diapers and basic essentials to children and families who lack awareness about services
Mayor and Commission	Farm Share: Drive Thru Food Distribution	Thursday, August 21, 2025	Uleta	9:00am	12:00pm	-serving those fighting for food security.

## Mayor & Commission, Advisory - (2024-25) Proposed

Department	Activity	Date	Location	Start Time	End Time	Event Description (no more than 3-5 Sentences)
Mayor and Commission	Farm Share: Drive Thru Food Distribution	Thursday, September 18, 2025	Kevin R. Sims Aquatics Center	9:00am	12:00pm	-serving those fighting for food security.
Multi-Cultural Committee	Hispanic Heritage Month	Friday, September 19, 2025	Senator Gwen Margolis Amphitheater	6:30pm	10:00pm	A day filled with fun, food, and cultural celebration. Featuring live music, food, and more. Open to non-residents.
Mayor and Commission	Mobile Diaper Pantry	Tuesday, September 23, 2025	Library	9:00am	12:00pm	Innovative direct service program that provides diapers and basic essentials to children and families who lack awareness about services

## Community Outreach - (2024-25) Proposed

Department	Activity	Date	Location	Start Time	End Time	Event Description (no more than 3-5 Sentences)	Contact Person/Email/Phone #
Police	PACT Meeting	Tuesday, October 22, 2024	TBA	6:30pm	8:00pm	PACT is an initiative that allows the police, and the citizens they serve, to come together in a cooperative spirit of helping each other to achieve a crime free community.	Major Sandy Rodriguez sandy.rodriguez@nmbpd.org Ext. 2067
Police	Coffee with a Cop	Tuesday, October 29, 2024	TBA	8:00am	11:00am	The NMBPD welcomes the community to come out and connect with our officers with no agendas, just genuine conversation and community bonding. Ask questions, share concerns and get to know the faces behind the badge.	Major Sandy Rodriguez sandy.rodriguez@nmbpd.org Ext. 2067
Police	PACT Meeting	Wednesday, November 6, 2024	TBA	6:30pm	8:00pm	PACT is an initiative that allows the police, and the citizens they serve, to come together in a cooperative spirit of helping each other to achieve a crime free community.	Major Sandy Rodriguez sandy.rodriguez@nmbpd.org Ext. 2067
Police	Club Law & Order	Thursday, November 21, 2024	NMBPD	6:30pm	8:00pm	Community Stakeholders meet with the members of the North Miami Beach Police Department to ask questions, share concerns, and collaborate for a better community.	Major Sandy Rodriguez sandy.rodriguez@nmbpd.org Ext. 2067
Police	Coffee with a Cop	Thursday, January 9, 2025	TBA	8:00am	11:00am	The NMBPD welcomes the community to come out and connect with our officers with no agendas, just genuine conversation and community bonding. Ask questions, share concerns and get to know the faces behind the badge.	Major Sandy Rodriguez sandy.rodriguez@nmbpd.org Ext. 2067
Police	PACT Meeting	Thursday, January 23, 2025	TBA	6:30pm	8:00pm	PACT is an initiative that allows the police, and the citizens they serve, to come together in a cooperative spirit of helping each other to achieve a crime free community.	Major Sandy Rodriguez sandy.rodriguez@nmbpd.org Ext. 2067
Police	Club Law & Order	Thursday, February 6, 2025	NMBPD	6:30pm	8:00pm	Community Stakeholders meet with the members of the North Miami Beach Police Department to ask questions, share concerns, and collaborate for a better community.	Major Sandy Rodriguez sandy.rodriguez@nmbpd.org Ext. 2067
Police	PACT Meeting	Tuesday, February 25, 2025	TBA	6:30pm	8:00pm	PACT is an initiative that allows the police, and the citizens they serve, to come together in a cooperative spirit of helping each other to achieve a crime free community.	Major Sandy Rodriguez sandy.rodriguez@nmbpd.org Ext. 2067
Police	Coffee with a Cop	Thursday, March 6, 2025	TBA	8:00am	11:00am	The NMBPD welcomes the community to come out and connect with our officers with no agendas, just genuine conversation and community bonding. Ask questions, share concerns and get to know the faces behind the badge.	Major Sandy Rodriguez sandy.rodriguez@nmbpd.org Ext. 2067
Police	Coffee with a Cop	Thursday, May 8, 2025	TBA	8:00am	11:00am	The NMBPD welcomes the community to come out and connect with our officers with no agendas, just genuine conversation and community bonding. Ask questions, share concerns and get to know the faces behind the badge.	Major Sandy Rodriguez sandy.rodriguez@nmbpd.org Ext. 2067

## Community Outreach - (2024-25) Proposed

Department	Activity	Date	Location	Start Time	End Time	Event Description (no more than 3-5 Sentences)	Contact Person/Email/Phone #
Police	PACT Meeting	Thursday, May 22, 2025	TBA	6:30:00pm	8:00pm	PACT is an initiative that allows the police, and the citizens they serve, to come together in a cooperative spirit of helping each other to achieve a crime free community.	Major Sandy Rodriguez sandy.rodriguez@nmbpd.org Ext. 2067
Police	Club Law & Order	Thursday, May 29, 2025	NMBPD	6:30pm	8:00pm	Community Stakeholders meet with the members of the North Miami Beach Police Department to ask questions, share concerns, and collaborate for a better community.	Major Sandy Rodriguez sandy.rodriguez@nmbpd.org Ext. 2067
Police	PACT Meeting	Tuesday, June 24, 2025	TBA	6:30pm	8:00pm	PACT is an initiative that allows the police, and the citizens they serve, to come together in a cooperative spirit of helping each other to achieve a crime free community.	Major Sandy Rodriguez sandy.rodriguez@nmbpd.org Ext. 2067
Police	PACT Meeting	Tuesday, July 22, 2025	TBA	6:30pm	8:00pm	PACT is an initiative that allows the police, and the citizens they serve, to come together in a cooperative spirit of helping each other to achieve a crime free community.	Major Sandy Rodriguez sandy.rodriguez@nmbpd.org Ext. 2067
Police	Coffee with a Cop	Wednesday, July 30, 2025	TBA	8:00am	11:00am	The NMBPD welcomes the community to come out and connect with our officers with no agendas, just genuine conversation and community bonding. Ask questions, share concerns and get to know the faces behind the badge.	Major Sandy Rodriguez sandy.rodriguez@nmbpd.org Ext. 2067
Police	PACT Meeting	Thursday, August 21, 2025	TBA	6:30pm	8:00pm	PACT is an initiative that allows the police, and the citizens they serve, to come together in a cooperative spirit of helping each other to achieve a crime free community.	Major Sandy Rodriguez sandy.rodriguez@nmbpd.org Ext. 2067
Police	Club Law & Order	Thursday, August 28, 2025	NMBPD	6:30pm	8:00pm	Community Stakeholders meet with the members of the North Miami Beach Police Department to ask questions, share concerns, and collaborate for a better community.	Major Sandy Rodriguez sandy.rodriguez@nmbpd.org Ext. 2067
Police	Coffee with a Cop	Thursday, September 18, 2025	TBA	8:00am	10:00am	The NMBPD welcomes the community to come out and connect with our officers with no agendas, just genuine conversation and community bonding. Ask questions, share concerns and get to know the faces behind the badge.	Major Sandy Rodriguez sandy.rodriguez@nmbpd.org Ext. 2067
Police	PACT Meeting	Tuesday, September 23, 2025	TBA	6:30pm	8:00pm	PACT is an initiative that allows the police, and the citizens they serve, to come together in a cooperative spirit of helping each other to achieve a crime free community.	Major Sandy Rodriguez sandy.rodriguez@nmbpd.org Ext. 2067
Police	PACT Meeting	Thursday, March 20, 2025	TBA	6:30pm	8:00pm	PACT is an initiative that allows the police, and the citizens they serve, to come together in a cooperative spirit of helping each other to achieve a crime free community.	Major Sandy Rodriguez sandy.rodriguez@nmbpd.org Ext. 2067

## Community Outreach - (2024-25) Proposed

Department	Activity	Date	Location	Start Time	End Time	Event Description (no more than 3-5 Sentences)	Contact Person/Email/Phone #
Police	PACT Meeting	Tuesday, April 22, 2025	TBA	6:30pm	8:00pm	PACT is an initiative that allows the police, and the citizens they serve, to come together in a cooperative spirit of helping each other to achieve a crime free community.	Major Sandy Rodriguez sandy.rodriguez@nmbpd.org Ext. 2067

**Police Athletic League - (FY 2024-2025) Proposed**

Activity	Date	Location	Start Time	End Time	Event Description (no more than 3-5 Sentences)
PAL Dance Recital	Saturday, October 5, 2024	Julius Littman Performing Arts Theater/McDonald Center	6:00pm	9:00pm	Dance recital for those children enrolled in the PAL Dance Program.
PAL Thanksgiving Turkey Giveaway	Monday, November 25, 2024	PD Lobby	2:00pm	4:00pm	Turkeys are distributed to the families that participate in the PAL Program.
PAL Holiday Party	Wednesday, December 11, 2024	Allen Park	6:00pm	8:00pm	NMBPD hosts an Annual PAL Christmas Party for all the children who participate in PAL. This event includes free food and a toy giveaway.
Shop with a Cop	Saturday, December 14, 2024	Walmart	7:00am	10:00am	Shop with a cop is a holiday activity that allows local stores to partner with Law Enforcement to put smiles on under privilege kid's faces by providing them with shopping sprees.
PAL 8th Annual Golf Tournament	Friday, April 25, 2025	TBD	7:00am	3:00pm	The North Miami Beach Police Department will host their 8th Annual Golf Tournament and Fundraiser to benefit the North Miami Beach Police Athletic League, Inc.

## Fundraising - (2024-25) Proposed

Department	Activity	Date	Location	Start Time	End Time	Event Description (no more than 3-5 Sentences)	Contact Person/Email
Water	2nd Annual Classic Charity Golf Tournament	Friday March 22, 2024	Miami Shores Country Club	11:00am	6:00pm	This tournament is designed to help the struggling residents with their water bill. Works in conjunction with the "We Care To Share" program.	Elisabeth Pierre Elisabeth.Pierre@citynmb.com
Police	PAL 8th Annual Golf Tournament	Friday, April 25, 2025	TBA	7:00am	3:00pm	The North Miami Beach Police Department will host their 8th Annual Golf Tournament and Fundraiser to benefit the North Miami Beach Police Athletic League, Inc.	Major Sandy Rodriguez sandy.rodriguez@nmbpd.org





**Discussion Items  
15.3.**

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

**MEMORANDUM**

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<b>TO:</b>	Mayor and City Commission
<b>FROM:</b>	
<b>VIA:</b>	
<b>DATE:</b>	September 17, 2024

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**RE:** Communication Consulting Services Discussion and Possible Action (Mario A. Diaz, City Manager)

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**Description**

**BACKGROUND**

**ANALYSIS:**

**RECOMMENDATION:**

**FISCAL/ BUDGETARY**

**IMPACT:**

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**ATTACHMENTS:**

Description

- ☐ Communications Consulting Bid Documents

**CITY OF NORTH MIAMI BEACH MEMORANDUM**

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**PROCUREMENT MANAGEMENT DEPARTMENT**

**TO:** Mario A. Diaz, City Manager  
**FROM:** Shereece George Depusoir, Chief Procurement Officer  
**DATE:** Monday, July 15, 2024

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**RE:** RFB-24-19-SG Communications Consulting Services

**BACKGROUND:**

The City's Communication Department plays a crucial role in managing and disseminating information to our residents, visitors, Commissioners and staff. This department is responsible for ensuring transparency, building public trust, and effectively communicating government policies, initiatives, and services.

Through daily operations, events, initiatives, programs and other awareness, additional guidance, support and professional skilled resources are needed to be successful.

On September 11, 2023, the City advertised RTQ-23-032-KC Marketing and Advertising Services Pre-Qualification Pool, receiving eleven responses. On October 13, 2023, the City approved and awarded ten firms (artConic, Barrington Management Artist Group Inc., Conceptual Communications, Olive Branch Consulting, Pixxels Inc., Public Communicators Group, Sonshine Communications, The Brand Advocates, Inc., The Weinbach Group and Van Vark Creative Enterprises) to the pre-qualification pool. This is an open and active pre-qualification pool, firms may pre-qualified at any time during the term of the pool contract.

Subsequently, a Request for Bid was issued to the pre-qualified firms for pricing for two (2) service levels to maintain a hybrid approach to the Communications Department; Standard and Enhanced (Attachment 1). The Awarded Consultant and their team will work closely with City staff to execute and perform at the awarded Service Level, including any Ad hoc or additional services upon request.

Seven (7) firms responded providing pricing for each service level. Two (2) of the seven firms were found non-responsible as their pricing was not in line with the published and anticipated scope of work needed. The remaining five firms are listed by price for the Enhanced Service level, displayed in Exhibit A.

- The Brand Advocates Inc.
- Public Communicators Group
- Conceptual Communications
- Sonshine Communications
- Barrington Management Artist Group

# **ATTACHMENT 1**

## **Solicitation RFB-24-019-SG**

### **Communications Consulting Services**

#### **Bid Designation: Private**



**City of North Miami Beach**

## Bid RFB-24-019-SG

### Communications Consulting Services

Bid Number **RFB-24-019-SG**  
 Bid Title **Communications Consulting Services**

Bid Start Date **In Held**  
 Bid End Date **Jun 14, 2024 3:00:00 PM EDT**  
 Question &  
 Answer End Date **Jun 7, 2024 3:00:00 PM EDT**

Bid Contact **Sherece George Depusoir**  
**Chief Procurement Officer**  
**305-948-2946**  
**Sherece.George@citynmb.com**

Bid Contact **Kemesia Clarke**  
**Purchasing Specialist**  
**305-948-2946**  
**kemesia.clarke@citynmb.com**

Contract Duration **1 year**  
 Contract Renewal **Not Applicable**  
 Prices Good for **1 year**

Bid Comments **The City of North Miami Beach seeks bids from qualified Communications Consultants awarded in RFQ-23-032 Marketing & Advertising Pre-Qualification Pool. The consultant will provide comprehensive services for our communications and media needs.**

**Pre-Qualified Firms**

**Communication Firms invited to participate have been pre-qualified through RFQ-23-032 Marketing & Advertising Pre-Qualification Pool and have successfully proposed on and awarded in all five groups outlined below.**

***GROUP A: Marketing Services***

***GROUP B: Creative Services***

***GROUP C: Analytical & Reporting Services***

***GROUP D: Marketing Campaigns***

***GROUP E: Additional Services: Crisis Management, Public Relations***

**Interested firms are encouraged to participate and review the Request for Bid (RFB) in its entirety. Pre-qualified firms are listed below.**

**ArtConic**

**Conceptual Communications**

**Public Communicators Group**

**Sonshine Communications**

**The Weinbach Group**

***Please Note: If the above pre-qualified firm(s) cannot provide the services outlined herein due to capacity or ability, their response to this Request for Bid (RFB) shall be "NO BID".***

**Item Response Form**

Item **RFB-24-019-SG--01-01 - Standard Service Level**

Quantity **1 month**

Unit Price

Delivery Location **City of North Miami Beach**  
City of North Miami Beach  
 17011 NE 19th Avenue  
 North Miami Beach FL 33162  
**Qty 1**

**Description**

Provide a monthly retainer for the Standard Service Level inclusive of all labor, materials, equipment, supplies, and other components necessary to complete the work as outlined in Section I of the RFB Scope of Work.

\*\*\*The "Standard Service Level" refers to a predetermined and agreed-upon level of service, performance and quality that a provider commits to deliver\*\*\*

Item **RFB-24-019-SG--01-02 - Enhanced Service Level**

Quantity **1 month**

Unit Price

Delivery Location **City of North Miami Beach**  
City of North Miami Beach  
 17011 NE 19th Avenue  
 North Miami Beach FL 33162  
**Qty 1**

**Description**

Provide a monthly retainer for the Enhanced Service Level inclusive of all labor, materials, equipment, supplies, and other components necessary to complete the work as outlined in Section II of the RFB Scope of Work.

\*\*\*The "Enhanced Service Level" refers to an agreed-upon elevated or superior level of service as an ADD ON to the Standard Service Level that a provider commits to deliver\*\*\*

Item **RFB-24-019-SG--01-03 - Additional Hourly Services**

Quantity **1 hour**

Prices are not requested for this item.

Delivery Location **City of North Miami Beach**  
City of North Miami Beach  
 17011 NE 19th Avenue  
 North Miami Beach FL 33162  
**Qty 1**

**Description**

Provide an hourly rate inclusive of all labor, materials, equipment, supplies, and other components necessary to complete the work as outlined in the job description given, See Section III of this RFB.

These service roles are not exclusive or guaranteed and may be utilized at the discretion and approval of the City.

***The Service Roles listed shall not be billed in conjunction with the Standard or Enhanced Service Levels. These Service Roles are 'Add Ons' or 'Ad Hoc' to supplement work outlined in the Standard and Enhance Service Levels.***

Item **RFB-24-019-SG--01-03-01 - Project Manager/Account Manager**  
 Quantity **1 hour**  
 Unit Price   
 Delivery Location **City of North Miami Beach**  
City of North Miami Beach  
 17011 NE 19th Avenue  
 North Miami Beach FL 33162  
**Qty 1**

**Description**

Provide an hourly rate inclusive of all labor, materials, equipment, supplies, and other components necessary to complete the work as outlined in the job description given, See Section III of this RFB.

These service roles are not exclusive or guaranteed and may be utilized at the discretion and approval of the City.

Item **RFB-24-019-SG--01-03-02 - Marketing Specialist**  
 Quantity **1 hour**  
 Unit Price   
 Delivery Location **City of North Miami Beach**  
City of North Miami Beach  
 17011 NE 19th Avenue  
 North Miami Beach FL 33162  
**Qty 1**

**Description**

Provide an hourly rate inclusive of all labor, materials, equipment, supplies, and other components necessary to complete the work as outlined in the job description given, See Section III of this RFB.

These service roles are not exclusive or guaranteed and may be utilized at the discretion and approval of the City.

Item **RFB-24-019-SG--01-03-03 - Event/ Drone Videographer & photographer**  
 Quantity **1 hour**  
 Unit Price   
 Delivery Location **City of North Miami Beach**  
City of North Miami Beach  
 17011 NE 19th Avenue  
 North Miami Beach FL 33162  
**Qty 1**

**Description**

Provide an hourly rate inclusive of all labor, materials, equipment, supplies, and other components necessary to complete the work as outlined in the job description given, See Section III of this RFB.

These service roles are not exclusive or guaranteed and may be utilized at the discretion and approval of the City.

Item **RFB-24-019-SG--01-03-04 - Content Creator**  
 Quantity **1 hour**  
 Unit Price   
 Delivery Location **City of North Miami Beach**  
City of North Miami Beach

17011 NE 19th Avenue  
 North Miami Beach FL 33162

**Qty 1**

**Description**

Provide an hourly rate inclusive of all labor, materials, equipment, supplies, and other components necessary to complete the work as outlined in the job description given, See Section III of this RFB.

These service roles are not exclusive or guaranteed and may be utilized at the discretion and approval of the City.

Item **RFB-24-019-SG--01-03-05 - Social Media Manager**

Quantity **1 hour**

Unit Price

Delivery Location **City of North Miami Beach**

City of North Miami Beach  
 17011 NE 19th Avenue  
 North Miami Beach FL 33162

**Qty 1**

**Description**

Provide an hourly rate inclusive of all labor, materials, equipment, supplies, and other components necessary to complete the work as outlined in the job description given, See Section III of this RFB.

These service roles are not exclusive or guaranteed and may be utilized at the discretion and approval of the City.

Item **RFB-24-019-SG--01-03-06 - Crisis Communications Specialist**

Quantity **1 hour**

Unit Price

Delivery Location **City of North Miami Beach**

City of North Miami Beach  
 17011 NE 19th Avenue  
 North Miami Beach FL 33162

**Qty 1**

**Description**

Provide an hourly rate inclusive of all labor, materials, equipment, supplies, and other components necessary to complete the work as outlined in the job description given, See Section III of this RFB.

These service roles are not exclusive or guaranteed and may be utilized at the discretion and approval of the City.

Item **RFB-24-019-SG--01-03-07 - Media Trainer**

Quantity **1 hour**

Unit Price

Delivery Location **City of North Miami Beach**

City of North Miami Beach  
 17011 NE 19th Avenue  
 North Miami Beach FL 33162

**Qty 1**

**Description**

Provide an hourly rate inclusive of all labor, materials, equipment, supplies, and other components necessary to complete the work as outlined in the job description given, See Section III of this RFB.

These service roles are not exclusive or guaranteed and may be utilized at the discretion and approval of the City.

Item **RFB-24-019-SG--01-03-08 - Survey Analyst**

Quantity **1 hour**

Unit Price

Delivery Location **City of North Miami Beach**  
City of North Miami Beach  
 17011 NE 19th Avenue  
 North Miami Beach FL 33162  
**Qty 1**

**Description**

Provide an hourly rate inclusive of all labor, materials, equipment, supplies, and other components necessary to complete the work as outlined in the job description given, See Section III of this RFB.

These service roles are not exclusive or guaranteed and may be utilized at the discretion and approval of the City.

Item **RFB-24-019-SG--01-03-09 - Media buyer/ Advertising Manager**

Quantity **1 hour**

Unit Price

Delivery Location **City of North Miami Beach**  
City of North Miami Beach  
 17011 NE 19th Avenue  
 North Miami Beach FL 33162  
**Qty 1**

**Description**

Provide an hourly rate inclusive of all labor, materials, equipment, supplies, and other components necessary to complete the work as outlined in the job description given, See Section III of this RFB.

These service roles are not exclusive or guaranteed and may be utilized at the discretion and approval of the City.

Item **RFB-24-019-SG--01-03-10 - Graphic Designer**

Quantity **1 hour**

Unit Price

Delivery Location **City of North Miami Beach**  
City of North Miami Beach  
 17011 NE 19th Avenue  
 North Miami Beach FL 33162  
**Qty 1**

**Description**

Provide an hourly rate inclusive of all labor, materials, equipment, supplies, and other components necessary to complete the work as outlined in the job description given, See Section III of this RFB.

These service roles are not exclusive or guaranteed and may be utilized at the discretion and approval of the City.

Item **RFB-24-019-SG--01-03-11 - FEMA-Reimbursable Communications Work**

Quantity **1 hour**

Unit Price

Delivery Location **City of North Miami Beach**  
City of North Miami Beach



17011 NE 19th Avenue  
North Miami Beach FL 33162

**Qty** 1

**Description**

Provide an hourly rate inclusive of all labor, materials, equipment, supplies, and other components necessary to complete the work as outlined in the job description given, See Section III of this RFB.

These service roles are not exclusive or guaranteed and may be utilized at the discretion and approval of the City.

## SECTION 1.0 GENERAL TERMS AND CONDITIONS

### 1.1 DEFINITIONS

When used in Contract Documents (defined below) or in related documents, the following terms shall have the meanings given below:

**Addendum:** A modification of the Plans, Specifications or other Contract Documents distributed to prospective Bidders prior to the opening of Bids/Proposals.

**Allowance Account:** Amount established to cover the cost of prescribed items that are not specified in enough detail.

**Advertisement for Bids:** The public notice inviting the submission of bids for the work.

**Bid:** The written offer of a Bidder to perform the work or service.

**Bid Documents:** Bid Guarantee or Bid deposit. The Advertisement for Bid, Instructions to Bidders, Bid Form, Bidder Bond, Contract, Performance Bond, Payment Bond, General Conditions, Special Conditions, and Scope of Work, together with all Addenda.

**Bid Form:** The form on which Bids are submitted.

**Bidder:** Any individual, firm, partnership, or corporation submitting a Bid in accordance with the Instructions to Bidders.

**Bid/Proposal Bond:** A bond executed by a Bidder/Proposer and its Surety in the attached form guaranteeing that the Bidder/Proposer, if awarded the Contract will execute the same and will timely furnish the required Performance Bond, Payment Bond, and evidence of Insurance.

**Calendar Day:** Every day shown on the calendar.

**Change Order:** A written agreement executed by the City, the Contractor and the Contractor's Surety, covering modifications to the Contract recommended by the Project Manager and approved by the City Manager and/or City Commission.

**Construction Manager:** Individual that coordinates and supervises and/or oversees the

implementation of this project.

**Contract:** The written agreement between the City and the Bidder for performance of the Work in accordance with the requirements of the Contract Documents and for the payment of the agreed consideration.

**Contract Documents:** The Instructions to Bidders, Bid Form, Bid Bond, Contract, Performance Bond, Payment Bond, General Conditions, Special Conditions, and Scope of Work, together with all Addenda.

**Contract Manager:** North Miami Beach's City Manager or designee or duly authorized representative designated to manage the Contract.

**Contractor:** The individual, firm, partnership, corporation, or joint venture whose bid is accepted and who enters into a Contract with the City of North Miami Beach and who is liable for the acceptable performance of the work and for the payment of all legal debts pertaining to the Work.

**Contract Date:** The date on which the Agreement is effective.

**Contract Time:** The number of days allowed for completion of the work. The Contract Time will be stipulated in the Bid Form, unless extended by a Change Order. All contract time shall be measured in calendar days.

**City:** A political subdivision, Incorporated City within Miami-Dade County of the State of Florida, whose governing body is a City Commission consisting of a Mayor, Vice Mayor and five City Commission members.

**City Manager:** The Manager of the City of North Miami Beach, Florida.

**Days:** Reference made to Days shall mean consecutive calendar days.

**Deliverables:** All documentation and any items of any nature submitted by the Contractor to the City's Contract Manager for review and approval in writing pursuant to the terms of the Agreement.

**Engineer:** Any individual, firm partnership, or corporation providing design services related to this Bid.

**Inspector:** Individual employed to ensure that official regulations are obeyed for this project.

**Lessee:** Any individual, partnership or corporation having a tenant relationship with the City of North Miami Beach.

**Owner:** The term Owner as used in this Contract shall mean the City of North Miami Beach.

**Performance Deposit:** Certified Bank Check executed by the Contractor, on the attached forms, assuring that the Contractor will, in good faith, perform and guarantee the work in full conformity with the terms of the Contract Documents and will promptly pay all person's supplying the Contractor with labor, materials, or supplies, used directly or indirectly by the Contractor in the prosecution of the Work.

**Project Manager:** The duly authorized representative designated to manage the Project.

**Scope of Service:** Document which details the work to be performed by the Bidder.

**Subcontractor or Sub consultant:** Any person, entity, firm, or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf of and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.

The words "Work", "Services", "Program", or "Project": All matters and things required to be done by the Bidder in accordance with the provisions of the Contract.

The words "Directed", "Required", "Permitted", "Ordered", "Designated", "Selected", "Prescribed", or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the City's Contract Manager; and similarly the words "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the City's Contract Manager. In resolving disputes and in all respects the City Manager's decision shall be final.

## 1.2 VENDOR REGISTRATION INSTRUCTIONS

It is the policy of the City to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the Solicitation are encouraged to submit Bids. At the time of contract award (including small purchase orders), Bidders must complete a Vendor Application. For information and to apply as a vendor, please visit our website at [www.citynmb.com](http://www.citynmb.com) to download an application and submit it to Procurement Management Division, 17011 NE 19 Avenue, Suite 315 North Miami Beach, Florida 33162. To get solicitation document, specifications and updates go to [www.citynmb.com](http://www.citynmb.com).

## 1.3 CONE OF SILENCE AND REQUEST FOR ADDITIONAL INFORMATION

"Cone of Silence," as used herein, means a prohibition on any communication regarding a particular Request for Proposal ("RFP"), Request for Qualification ("RFQ") or Invitation to Bid ("ITB").

Pursuant to Section 2-11.1(t) of the County Code, all solicitations, once advertised and until an award recommendation has been forwarded to the appropriate authority are under the "Cone of Silence". Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the Chief Procurement Officer or Procurement Supervisor. Such inquiries or request for information shall be submitted to the Chief Procurement Officer or Procurement Supervisor and shall contain the requester's name, address, and telephone number. The request may also be electronically mailed to [bids@citynmb.com](mailto:bids@citynmb.com) or mailed to Procurement Management Division, 17011 NE 19 Avenue, Suite 315, North Miami Beach, Florida 33162.

During the Cone of Silence, the following is prohibited: Any communication regarding this solicitation between a potential vendor, service provider, Bidder, lobbyist, or consultant and the City's professional staff including, but not limited to City Commission, the City Manager and his or her staff. All communication regarding this solicitation should be sent in writing only to the Procurement Management Division at [bids@citynmb.com](mailto:bids@citynmb.com).

## 1.4 BIDDERS RESPONSIBILITIES

Bidders are required to submit their bids upon the following express conditions:

- A. Bidders shall thoroughly examine the drawings, specifications, schedules, instructions, and all other contract documents.
- B. Bidders shall make all investigations necessary to thoroughly inform themselves regarding site(s) and facilities for delivery of material and equipment as required by the solicitation conditions. No plea of ignorance, by the Bidder, of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation due the Bidder.
- C. Bidders are advised that all City contracts are subject to all legal requirements provided for in the City of North Miami Beach Purchasing Code and applicable Miami-Dade County Ordinances, State Statutes and Federal Statutes.

### 1.5 SUBMISSION OF BIDS

Bids and Addenda thereto shall be delivered via Bidsync.com by the due/time specified.

### 1.6 ADDENDA

The Procurement Management Division may issue an addendum in response to any inquiry received, prior to the bid opening, which changes, adds to, or clarifies the terms, provisions, or requirements of the solicitation. The Bidder should not rely on any representation, statement, or explanation, whether written or verbal, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued shall prevail. It is the Bidder's responsibility to ensure receipt of all addenda and any accompanying documents. Bidder(s) shall acknowledge receipt of any formal Addenda via Bidsync.com. Failure to acknowledge Addenda shall deem the response non-responsive provided, however, that the City may waive this requirement in its best interest.

### 1.7 REJECTION OF BID

**The City reserves the right to reject any or all bids prior to award.** Reasonable efforts will be made to either award the contract or reject all bids within one hundred and twenty (120) calendar days after Bids opening date.

### 1.8 WITHDRAWAL OF BID

- A. Bids may not be withdrawn and shall be deemed enforceable for a period of 120 days after the time set for the Bid opening.
- B. Bids may be withdrawn prior to the time set for the Bid opening. Such request must be in writing.
- C. The City will permanently retain as liquidated damages the Bid deposit furnished by any Bidder who requests to withdraw a Bid after the Bid opening.

### 1.9 LATE BIDS OR MODIFICATIONS

Only Bids received as of opening date and time will be considered timely. Bids and modifications received after the time set for the Bid opening will be rejected as late.

### 1.10 CONFLICTS WITHIN THE SOLICITATION

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, Scope of Services, Bid Submittal Section, or any addendum issued, the order of precedence shall be as follows: The last addendum issued, the General Terms and Conditions, the Special Conditions, the Scope of Services, and the Bid Submittal Section.

### 1.11 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications or other bid documents or any part thereof, he/she may submit to the Chief Procurement Officer on or before the date and time stated herein, a request for clarification. All such requests for clarification shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by Addendum duly issued. The City will not be responsible for any other explanation or interpretation of the proposed made or given prior

to the award of the contract. Any objection to the specifications and requirements as set forth in this bid must be filed in writing with the **Chief Procurement Officer by the deadline for Questions posted on Bidsync.com.**

### 1.12 INVOICING/PAYMENT

All invoices should be sent to:

Finance Department,  
17011 NE 19 Avenue, 3<sup>rd</sup> Floor,  
North Miami Beach, Florida 33162.

In accordance with Florida State Statutes, Chapter 218, payment will be made within 45 days after receipt of services and a proper invoice. The City cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D. Bidders should state any payment discount in the space provided on the bid form.

### 1.13 COMPETENCY OF BIDDERS

- A. Pre-award inspection of the Bidder's facility may be made prior to the award of contract. Bids will be considered only from firms which are regularly engaged in the business of providing the goods and/or services as described in this solicitation(s); have a record of performance for a reasonable period of time; and have sufficient financial support, equipment and organization to ensure that they can satisfactorily deliver the material and/or services if awarded a Contract under the terms and conditions herein stated. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practices in the industry and as determined by the proper authorities of the City.
- B. The City may consider any evidence available to it of the financial, technical, and other qualifications and abilities of a Bidder, including past performance (experience) in making the award in the best interest of the City. In all cases the City of North Miami Beach shall have no liability to any contractor for any costs or expense incurred in connection with this bid or otherwise.

### 1.14 NOTICE REQUIREMENTS UNDER THE AGREEMENT

All notices required or permitted under the Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

To the Chief Procurement Officer.  
Procurement Management Division  
17011 NE 19th Avenue, Suite 315  
North Miami Beach, FL 33162  
Phone: (305) 948-2946  
Email: [bids@citynmb.com](mailto:bids@citynmb.com)

and,

To the City Attorney  
City Attorney  
17011 NE 19th Avenue, 4<sup>th</sup> Floor  
North Miami Beach, FL 33162  
Phone: (305) 948-2939

#### To the Bidder

Notices will be sent to the Bidder at the e-mail address and to the person listed in the bid, as applicable.

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

### 1.15 EMPLOYEES

All employees of the Bidder shall be at all times the sole employees of the Bidder under the Bidder's sole direction, and not employees or agents of the City of North Miami Beach. The Bidder shall supply competent and physically capable employees and the City is authorized to require the Bidder to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on City property is not in the best interest of the City.

Each employee at all times shall have and display in plain view proper identification. The names of the employee and the company shall be displayed on the front of the employee's shirt.

### 1.16 AWARD OF BID

The bid, or contract, shall be awarded to the lowest responsible and responsive bidder whose bid conforms with the terms and conditions of the Invitation to Bid.

### 1.17 PROTESTS

- A. Right to protest. Any Bidder or interested parties (hereinafter collectively referred to as the "Bidder") who has a substantial interest in and is aggrieved in connection with the solicitation or proposed award of the ITB may protest to the City Manager or designee. Protests arising from the decisions and votes of any evaluation or selection committee shall be limited to protests based upon alleged deviation(s) from established purchasing procedures set forth in City Purchasing Code, any written guidelines of the procurement department, and the specifications, requirements and/or terms set forth in the ITB.

1. Any protest concerning the ITB specifications, requirements, and/or terms must be made within three business days (for the purposes of this section, "business day" means a day other than Saturday, Sunday, or a national holiday), from the time the facts become known and, in any case, at least seven business days prior to the opening of the responses. Such protest must be made in writing (as provided for herein *Notice Requirements*) to the Chief Procurement Officer with copy to the City Manager and City Attorney, and such protest shall state the particular grounds on which it is based and shall include all pertinent documents and evidence. No protest shall be accepted unless it complies with the requirements of this section. Failure to timely protest ITB specifications, requirements and/or terms is a waiver of the ability to protest the specifications, requirements and/or terms.
2. Any protest after the bid opening, including challenges to actions of any evaluation or selection committee as provided in subsection

(1) above shall be submitted in writing to the Chief Procurement Officer with copy to the City Manager and City Attorney. The City will allow such bid protest to be submitted anytime until two business days following the release of the notice of the City Manager's written recommendation to the City Commission for award of the solicitation in question. Such protest shall state the particular grounds on which it is based and shall include all pertinent grounds on which it is based and shall include all pertinent documents and evidence. No protest shall be accepted unless it complies with the requirements of this section. All Bidders shall be notified in writing (which may be transmitted by electronic communication, such as e-mail), following the release of the City Manager's written recommendation to the City Commission.

- B. The City may request reasonable reimbursement for expenses incurred in processing any protest hereunder, which expenses shall include, but not be limited to, staff time, legal fees, and expenses (including expert witness fees), reproduction of documents and other out-of-pocket expenses.
- C. Authority to resolve protests. The City Manager or designee shall have the authority to settle and resolve a protest concerning the solicitation or award of the ITB.
- D. Responsiveness. Prior to any decision being rendered under this section with respect to a protest, the City Manager and the City Attorney, or their respective designees, shall certify whether the submission of the response to the ITB in question is responsive. The parties to the protest shall be bound by the determination of the City Manager and the City Attorney with regard to the issue of responsiveness.
- E. Decision and appeal procedures. If the protest is not resolved by mutual agreement, the City Manager and the

City Attorney, or their respective designees, shall promptly issue a decision in writing. The decision shall specifically state the reasons for the action taken and inform the protestor of his or her right to challenge the decision. Any person aggrieved by any action or decision of the City Manager, the City Attorney, or their respective designees, with regard to any decision rendered under this section may appeal said decision by filing an original action in the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, in accordance with the applicable court rules. Any action not brought in good faith shall be subject to sanctions including damages suffered by the City and attorney's fees incurred by the City in defense of such wrongful action.

- F. Distribution. A copy of each decision by the City Manager and the City Attorney shall be mailed or otherwise furnished immediately to the protestor.
- G. Stay of procurements during protests. In the event of a timely protest under this section, the City shall not proceed further with the solicitation or with the award pursuant to the ITB unless a written determination is made by the City Manager, that the award pursuant to the ITB must be made without delay in order to protect a substantial interest of the City.
- H. The institution and filing of a protest under this section is an administrative remedy that shall be employed prior to the institution and filing of any civil action against the City concerning the subject matter of the protest.
- I. Protests not timely made under this section shall be barred. Any basis or ground for a protest not set forth in the letter of protest required under this section shall be deemed waived.
- J. At the time, the City Manager's written recommendation for award of the ITB is presented at a meeting of the Mayor and City Commission, the City Attorney, or designee, shall present a report to inform

the Mayor and City Commission of any legal issues relative to any protest filed in connection with the ITB in question.

- K. The determination of the City Manager and the City Attorney with regards to all procedural and technical matters shall be final.

#### **1.18 AGREEMENT**

An agreement shall be sent to the awarded Bidder to be signed, witnessed, and returned to the City for execution. The City will provide a copy of the fully executed agreement to the awarded Bidder.

#### **1.19 DISQUALIFICATION OF BIDDERS**

A Bidder may be disqualified temporarily or permanently, and his/her bid(s) rejected for:

- Poor performance or default, in the City's opinion, on previous contracts with the City.
- Poor performance or default, in the City's opinion, on previous contracts with other public entities.
- Insufficient financial or company size, in the City's opinion, to perform the requirements of the contract.

#### **1.20 SUBCONTRACTING**

The Bidder will not assign, transfer or sub-contract any work either in whole or in part, without prior written approval of the City. The Bidder shall furnish in writing to the City the names of the Subcontractors. The Bidder shall not contract with any Subcontractors to whom the City has made reasonable and timely objection. The final Subcontractors list shall be presented to the City.

#### **1.21 ASSIGNMENT**

The successful Bidder shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title, or interest therein, or its power to execute such contract to any person, company, or corporation without the prior written consent of the City and City's approval.

#### **1.22 FRAUD AND MISREPRESENTATION**

In accordance with City Purchasing Policy 3.6 and pursuant to Section 2-8-1.4 of the Miami-Dade County Code, any individual, corporation, or other

entity that attempts to meet its contractual obligations with the City through fraud, misrepresentation, or material misstatement, may be debarred from doing business with the City. The City as further sanction may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

### **1.23 COLLUSION**

The Bidder, by affixing his signature to this bid, agrees to the following: "Bidder certifies that his/her bid is made without previous understanding, agreement, or connection with any person, firm or corporation, making a bid for the same items, or the initiating City department, and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action."

### **1.24 PATENTS AND COPYRIGHTS**

It shall be understood and agreed that by the submission of a bid, the Bidder, if awarded a contract, shall save harmless and fully indemnify the City and any of its officers or agents from any and all damages that may, at any time, be imposed or claimed for infringement of any patent right, trademark, or copyright, of any person or persons, association, or corporation, as the result of the use of such articles by the City, or any of its officers, agents, or employees, and of which articles the contractor is not the patentee, assignee, licensee, or owner, or lawfully entitled to sell same.

### **1.25 PUBLIC RECORDS LAW**

Pursuant to Florida Statute 119.07, public records may be inspected and examined by anyone desiring to do so, at a reasonable time, under reasonable conditions, and under supervision by the custodian of the public record. Sealed Bids and Proposals become subject to this statute, notwithstanding Bidders' requests to the contrary, at the time the City provides notice of a decision or intended decision, or 30 days after bid or bid opening, whichever is earlier.

Financial statements submitted in response to a request by the City are confidential and exempt from disclosure. Data processing software obtained under a licensing agreement which prohibits its disclosure is also exempt.

Bidders are hereby notified and agree that all information submitted as part of, or in support of bid/proposal submittals will be available for public inspection after opening of bids/proposals in compliance with Chapter 119 of the Florida Statutes. The Bidder shall not submit any information in response to this invitation which the Bidder considers to be a trade secret, proprietary or confidential. The submission of any information to the City in connection with this ITB shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the Bidder. In the event that the Bidder submits information to the City in violation of this restriction, either inadvertently or intentionally and clearly identifies that information in the bid/proposal as protected or confidential, the City shall endeavor to redact and return that information to the Bidder as quickly as possible, and if appropriate, evaluate the balance of the bid/proposal. The redaction or return of information pursuant to this clause may render a bid/response non-responsive.

**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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (TELEPHONE NUMBER: (305) 787-6001, E-MAIL ADDRESS: CITYCLERK@CITYNMB.COM, AND MAILING ADDRESS: CITY CLERK, NMB CITY HALL, 17011 N.E. 19 AVENUE, NORTH MIAMI BEACH, FLORIDA 33162-3100).**

### **1.26 EXCEPTIONS TO BID**

The Bidder must clearly indicate any exceptions they wish to take to any of the terms in this Bid, and outline what, if any, alternative is being offered. All exceptions and alternatives shall be



included and clearly delineated, in writing, in the Bid. The City, at its sole and absolute discretion, may accept or reject any or all exceptions and alternatives. In cases in which exceptions and alternatives are rejected, the City shall require the Bidder to comply with the particular term and/or condition of the ITB to which the Bidder took exception to (as said term and/or condition was originally set forth on the ITB.)

### **1.27 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

The Bidder shall indemnify and hold harmless the City of North Miami Beach and its officers, employees, agents, and instrumentalities from any and all liability, losses, or damages in an amount not less than \$1,000,000 per occurrence. In addition to \$1,000,000 per occurrence, the City shall be entitled to attorney's fees and costs of defense, which the City of North Miami Beach, or its officers, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this project by the awarded Bidder or its employees, agents, servants, partners, principals or subcontractors. Furthermore, the awarded Bidder shall pay all claims and losses in an amount not less than \$1,000,000 per occurrence in connection therewith and shall investigate and defend all claims, suits, or actions of any kind of nature in the name of the City of North Miami Beach, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The awarded Bidder expressly understands and agrees that any insurance protection required by the resulting agreement or otherwise provided by the awarded Bidder shall cover the City of North Miami Beach, its officers, employees, agents and instrumentalities and shall include claims for damages resulting from and/or caused by the negligence, recklessness or intentional wrongful misconduct of the indemnifying party and persons employed or by utilized by the indemnifying party in the performance of the contract.

### **1.28 COPELAND "ANTI-KICKBACK"**

Contractor and all subcontractors will comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

### **1.29 CHOICE OF LAW**

If and when this contract is disputed, and should it be necessary to litigate, the substantive and procedural laws of the State of Florida shall govern the outcome of such litigation. This shall apply notwithstanding such factors which include, but are not limited to, place where contract is entered into, place where accident arises and choice of law principles.

### **1.30 QUANTITIES**

The City specifically reserves the right to accept all or any part of the bid, to split the award, to increase or decrease the quantity to meet additional or reduced requirements of the City, without such change affecting the contract price set forth in the bid form by the Bidder.

### **1.31 CLAIMS**

Successful Bidder(s) will be responsible for making any and all claims against carriers for missing or damaged items.

### **1.32 MODIFICATION OF CONTRACT**

The contract may be modified by mutual consent, in writing through the issuance of a modification to the contract, purchase order, change order or award sheet, as appropriate.

### **1.33 PUBLIC ENTITY CRIMES**

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

### **1.34 DISCRIMINATION**

Any entity or affiliate who has been placed on the

discriminatory vendor list may not submit a bid/proposal on a contract to provide goods or services to a public entity, may not submit a bid/proposal on a contract with a public entity for construction or repair of a public building or public work, may not submit bids/proposals on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

### **1.35 DRUG-FREEWORKPLACE PROGRAM**

Bidders are required to maintain and enforce a Drug-Free Workplace Program for the duration of the agreement and any extensions thereof. Bidders shall complete and submit a copy of the attached form and a copy of the program with their bid.

### **1.36 SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY**

Bidders shall sign and submit this attached form indicating understanding and compliance with the City's and State's policies prohibiting solicitation and acceptance of gifts by public officers, employees, or candidates.

Failure to submit this signed form will result in your bid being declared non-responsive; provided, however, that the low Bidder may be given the opportunity to submit the form to the City within five calendar days after notification by the City, if this is determined to be in the best interest of the City.

### **1.37 ACCESS TO RECORDS**

The City reserves the right to require the Bidder to submit to an audit. The Bidder shall provide access to all of its records which relate directly or indirectly to the Agreement at its place of business during regular business hours. The selected Bidder shall retain all records pertaining to the Agreement and upon request make them available to the City for three years following expiration of the Agreement. The Bidder agrees to provide such assistance as may be necessary to facilitate the review or audit by the City to ensure compliance with applicable accounting and financial standards at no cost to the City.

## **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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (TELEPHONE NUMBER: (305) 787-6001, E-MAIL ADDRESS:**

**CITYCLERK@CITYNMB.COM, AND MAILING ADDRESS: CITY CLERK, NMB CITY HALL, 17011 N.E. 19 AVENUE, NORTH MIAMI BEACH, FLORIDA 33162-3100).**

### **1.38 BEST INTEREST OF NORTH MIAMI BEACH**

The City of North Miami Beach reserves the right to reject any and all submissions, to waive any and all irregularities in any submission, and to make awards in the best interest of the City.

### **1.39 INSURANCE REQUIREMENTS**

The Bidder shall maintain and carry in full force during the Term the insurance required herein. Upon City's notification, the Bidder shall furnish to the Procurement Management Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the Bidder as required by Florida Statute 440. Should the Bidder be exempt from this Statute, the Bidder and each employee shall hold the City harmless from any injury incurred during performance of the Contract. The exempt Bidder shall also submit a written statement detailing the number of employees and that they are not required to carry Worker's Compensation insurance, and do not anticipate hiring any additional employees during the term of this contract or a copy of a Certificate of Exemption.

- B. General Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000 per person, \$2,000,000 per occurrence for bodily injury and property damage. City of North Miami Beach must be shown as an additional insured with respect to this coverage. The mailing address of City of North Miami Beach 17011 NE 19 Avenue, Suite 315, North Miami Beach, Florida 33162, as the certificate holder, must appear on the certificate of insurance.
- C. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than \$1,000,000 combined. City of North Miami Beach must be shown as an additional insured with respect to this coverage. The mailing address of City of North Miami Beach 17011 NE 19 Avenue, Suite 315, North Miami Beach, Florida 33162, as the certificate holder, must appear on the certificate of insurance. Add: Uninsured Motorist Coverage.

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

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

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

**NOTE: CITY OF NORTH MIAMI BEACH CONTRACT NUMBER AND TITLE MUST**

## **APPEAR ON EACH CERTIFICATE OF INSURANCE.**

Compliance with the foregoing requirements shall not relieve the Bidder of this liability and obligation under this section or under any other section in the Agreement.

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within fifteen (15) calendar days after City notification to Bidder to comply before the award is made. If the insurance certificate is received within the specified time frame but not in the manner prescribed in the Agreement, the Bidder shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit certificate to the City. If the Bidder fails to submit the required insurance documents in the manner prescribed in the Agreement within twenty (20) calendar days after City notification to comply, the Bidder shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the City.

The Bidder shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the City. If insurance certificates are scheduled to expire during the contractual period, the Bidder shall be responsible for submitting new or renewed insurance certificates to the City at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the City shall suspend the Contract until such time as the new or renewed certificates are received by the City in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the City may, at its sole discretion, terminate this contract.

### **1.40 CITY WEBSITE**

The City utilizes the following procedures for notification of bid opportunities: [www.bidsync.com](http://www.bidsync.com) and on the City Website: <https://www.citynmb.com/214/Bid-Opportunities>. These are the only forms of

notification by the City. The City shall not be responsible for receipt of notification and information from any source other than those listed. It shall be the bidder's responsibility to verify the validity of all bid information received by sources other than those listed.

#### **1.41 DISCLAIMER**

The City of North Miami Beach may, in its sole and absolute discretion without prejudice or liability, accept or reject, in whole or in part, for any reason whatsoever any or all bids; re-advertise this ITB; postpone or cancel at any time this ITB process; or waive any formalities of or irregularities in the process. Bids that are not submitted on time and/or do not conform to the City of North Miami Beach's requirements will not be considered. After all bids are analyzed, Bidder(s) submitting bids that appear, solely in the opinion of the City of North Miami Beach, to be the most qualified, shall be submitted to the City of North Miami Beach's City Commission, and the final selection will be made thereafter with a timetable set solely by the City of North Miami Beach. The selection by the City of North Miami Beach shall be based on the ITB, which is, in the sole opinion of the City Commission of the City of North Miami Beach, in the best interest of the City of North Miami Beach. The issuance of this ITB constitutes only an invitation to make presentations to the City of North Miami Beach. The City of North Miami Beach reserves the right to determine, at its sole discretion, whether any aspect of the response satisfies the criteria established in this ITB. In all cases the City of North Miami Beach shall have no liability to any bid for any costs or expense incurred in connection with this ITB.

#### **1.42 CONFIDENTIALITY**

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

#### **1.43 NATURE OF THE AGREEMENT**

The Agreement incorporates and includes all

negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in the Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of the Agreement that are not contained in the Agreement, and that the Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning the Agreement shall be of no force or effect, and that the Agreement may be modified, altered, or amended only by a written amendment duly executed by both parties hereto and their authorized representatives.

The Bidder shall provide the services set forth in the Scope of Services and render full and prompt cooperation with the City in all aspects of the Services performed hereunder.

The Bidder acknowledges that the Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in the Agreement but necessary to carrying out its intent are required by the Agreement, and the Bidder shall perform the same as though they were specifically mentioned, described, and delineated.

The Bidder shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the City's Contract Manager.

The Bidder acknowledges that the City shall be responsible for making all policy decisions regarding the Scope of Services. The Bidder agrees to provide input on policy issues in the form of recommendations.

The Bidder agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the City. The Bidder agrees to act in an expeditious and fiscally sound manner in providing the City with input regarding the time and cost to implement

said changes and in executing the activities required to implement said changes.

#### **1.44 PAYMENT FOR SERVICES/AMOUNT OBLIGATED**

The Bidder warrants that it has reviewed the City's requirements and has asked such questions and conducted such other inquiries as the Bidder deemed necessary in order to determine the price the Bidder will charge to provide the Work and Services to be performed under this Contract. The compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services, shall be in the total amount submitted on the Bid Form. The City shall have no obligation to pay the Bidder any additional sum(s) in excess of this amount, except for a change and/or modification to the Contract which is approved and executed in writing by the City and the Bidder.

All Services undertaken by the Bidder before City's approval of this Contract shall be at the Bidder's risk and expense.

#### **1.45 PRICING**

Prices shall remain firm and fixed for the term of the Contract, including any option or extension periods; however, the Bidder may offer incentive discounts to the City at any time during the Contract term, including any renewal or extension thereof.

#### **1.46 MANNER OF PERFORMANCE**

- A. The Bidder shall provide the Services described herein in a competent and professional manner satisfactory to the City in accordance with the terms and conditions of the Agreement. The City shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Bidder in all aspects of the Services. At the request of the City, the Bidder shall promptly remove from the project any Bidder's employee, subcontractor, or any other person performing Services hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Bidder.

- B. The Bidder agrees to defend, hold harmless and indemnify the City and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the City, occurring on account of, arising from or in connection with the removal and replacement of any Bidder's personnel performing services hereunder at the behest of the City. Removal and replacement of any Bidder's personnel as used in this Article shall not require the termination and or demotion of such Bidder's personnel.
- C. The Bidder agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Bidder agrees to adjust its personnel staffing levels or to replace any of its personnel upon reasonable request from the City, should the City make a determination, in its sole discretion that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.
- D. The Bidder warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character, and licenses as necessary to perform the Services described herein, in a competent and professional manner.
- E. The Bidder shall at all times cooperate with the City and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.
- F. The Bidder shall comply with all provisions of all federal, state, and local laws, statutes, ordinances, and regulations that are applicable to the performance of the Agreement.

#### **1.47 INDEPENDENT CONTRACTOR**

## RELATIONSHIP

The Bidder is, and shall be, in the performance of all work services and activities under the Agreement, an independent contractor, and not an employee, agent of the City. All persons engaged in any of the work or services performed pursuant to the Agreement shall at all times, and in all places, be subject to the Bidder's sole direction, supervision and control. The Bidder shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Bidder's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees and agents of the City.

The Bidder does not have the power or authority to bind the City in any promise, agreement, or representation other than specifically provided for in the Agreement.

### 1.48 AUTHORITY OF THE CITY'S CONTRACT MANAGER

- A. The Bidder hereby acknowledges that the City's Contract Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, the Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Bid; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- B. The Bidder shall be bound by all determinations or orders and shall promptly obey and follow every order of the Contract Manager, including the withdrawal or modification of any previous order and regardless of whether the Bidder agrees with the Contract Manager's determination or order. Where orders are given orally, they will be issued in writing by the Contract Manager as soon thereafter as is practicable.

- C. The Bidder must, in the final instance, seek to resolve every difference concerning the Agreement with the Contract Manager. In the event that the Bidder and the Contract Manager are unable to resolve their difference, the Bidder may initiate a dispute in accordance with the procedures set forth in the section below. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.
- D. In the event of such dispute, the parties to the Agreement authorize the City Manager or designee, who may not be the Contract Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the City Manager's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the City Manager within 10 days of the occurrence, event or act out of which the dispute arises.

The City Manager may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Bidder's performance or any Deliverable meets the requirements of the Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the City Manager participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Bidder to the City Manager for a decision, together with all evidence and other pertinent information in regard to

such questions, in order that a fair and impartial decision may be made. The parties agree that whenever the City Manager is entitled to exercise discretion or judgment or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be deemed fair and impartial when exercised or taken. The City Manager shall render a decision in writing and deliver a copy of the same to the Bidder. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

#### **1.49 MUTUAL OBLIGATIONS**

The Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.

Nothing in the Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.

In those situations where the Agreement imposes an indemnity or defense obligation on the Contractor, the City may, at its expense, elect to participate in the defense if the City should so choose. Furthermore, the City may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for costs and attorney's fees from the Contractor.

#### **1.50 QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING**

The Contractor shall maintain, and shall require that its subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Scope of Services. The Contractor and its subcontractors and suppliers shall retain such records, and all other documents relevant to the Services furnished under the Agreement for a

period of three (3) years from the expiration date of the Agreement and any extension thereof.

#### **1.51 SUBSTITUTION OF PERSONNEL**

In the event the Contractor wishes to substitute personnel for the key personnel identified by the Contractor's Bid, the Contractor must notify the City in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

#### **1.52 ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS**

The Contractor understands and agrees that any assumptions, parameters, projections, estimates, and explanations presented by the City were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates, and explanations represent predictions of future events, the City makes no representations or guarantees, the City shall not be responsible for the accuracy of the assumptions presented, the City shall not be responsible for conclusions to be drawn there from, and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risks associated with using this information.

#### **1.53 SEVERABILITY**

If the Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from the Agreement without affecting the binding force of the Agreement as it shall remain after omitting such provision.

#### **1.54 TERMINATION FOR CONVENIENCE AND SUSPENSION OF WORK**

- A. The City may terminate the Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the City through fraud, misrepresentation, or material misstatement.
- B. The City may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the City. Such

individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.

- C. Contractor acknowledges and agrees that ten dollars (\$10.00) of the compensation to be paid by the City, the receipt and adequacy of which is hereby acknowledged by Contractor is given specific consideration to Contractor for City's right to terminate this Agreement for convenience.
- D. The City, through its City Manager, and for its convenience and without cause, terminate the Contract at any time during the term by giving written notice to consultant of such termination, which shall become effective within fifteen (15) days following receipt by the Contractor of such notice. If the Contract is terminated for convenience by the City, the Contractor shall be paid for any services satisfactorily performed up to the date of termination; following which the City shall be discharged from any and all liabilities, duties, and terms arising out, or by virtue of, this Contract.
- E. The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the City through fraud, misrepresentation or material misstatement may be debarred from City contracting in accordance with the City debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Chapter 3 of the City's Purchasing Policies and Procedures Manual.

In addition to cancellation or termination as otherwise provided in the Agreement, the City may at any time, in its sole discretion, with or without cause, terminate the Agreement by written notice to the Contractor and in such event:

- F. The Contractor shall, upon receipt of such notice, unless otherwise directed by the City:
  - 1. Stop work on the date specified in the notice ("the Effective Termination

Date").

- 2. Take such action as may be necessary for the protection and preservation of the City's materials and property.
  - 3. Cancel orders.
  - 4. Assign to the City and deliver to any location designated by the City any non-cancelable orders for Deliverables that are not capable of use except in the performance of the Agreement and which have been specifically developed for the sole purpose of the Agreement and not incorporated in the Services.
  - 5. Take no action which will increase the amounts payable by the City under the Agreement.
- G. In the event that the City exercises its right to terminate the Agreement pursuant to this Article the Contractor will be compensated as stated in the payment Articles, herein, for the:
    - 1. Portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
    - 2. Non-cancelable Deliverables that are not capable of use except in the performance of the Agreement and which have been specifically developed for the sole purpose of the Agreement but not incorporated in the Services.
  - H. All compensation pursuant to this Article is subject to audit.

#### **1.55 EVENT OF DEFAULT**

- A. An Event of Default shall mean a breach of the Agreement by the Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:
  - 1. The Contractor has not delivered



Deliverables on a timely basis.

2. The Contractor has refused or failed, except in any case for which an extension of time is provided, to supply enough properly skilled staff personnel.
  3. The Contractor has failed to make prompt payment to subcontractors or suppliers for any Services.
  4. The Contractor has become insolvent (other than as interdicted by the bankruptcy laws) or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver.
  5. The Contractor has failed to obtain the approval of the City where required by the Agreement.
  6. The Contractor has failed to provide "adequate assurances" as required under subsection "B" below; and
  7. The Contractor has failed in the representation of any warranties stated herein.
- B. When, in the opinion of the City, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the City may request that the Contractor, within the time frame set forth in the City's request, provide adequate assurances to the City, in writing, of the Contractor's ability to perform in accordance with terms of the Agreement. Until the City receives such assurances the City may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the City the requested assurances within the prescribed time frame, the City may:

1. Treat such failure as a repudiation of

the Agreement.

2. Resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.
- C. In the event the City shall terminate the Agreement for default, the City or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

#### **1.56 REMEDIES IN THE EVENT OF DEFAULT**

If an Event of Default occurs, the Contractor shall be liable for all damages resulting from the default, including but not limited to:

- A. Lost revenues.
- B. The difference between the cost associated with procuring Services hereunder and the amount actually expended by the City for procurement of Services, including procurement and administrative costs; and,
- C. Such other direct damages.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default. The City may also bring any suit or proceeding for specific performance or for an injunction.

#### **1.57 PATENT AND COPYRIGHT INDEMNIFICATION**

- A. The Contractor warrants that all Deliverables furnished hereunder, including but not limited to services, equipment programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any patent, copyrights, service marks, trade secret, or any other third-party proprietary rights.
- B. The Contractor shall be liable and responsible for any and all claims made

against the City for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the City's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the City and defend any action brought against the City with respect to any claim, demand, and cause of action, debt, or liability.

- C. In the event any Deliverable or anything provided to the City hereunder, or a portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation, at the City's option, to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at the Contractor's expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the City, at the Contractor's expense, the rights provided under the Agreement to use the item(s).
- D. The Contractor shall be solely responsible for determining and informing the City whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The City may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the City's judgment, use thereof would delay the Work or be unlawful.
- E. The Contractor shall not infringe any copyright, trademark, service mark, trade

secrets, patent rights, or other intellectual property rights in the performance of the Work.

#### **1.58 PROPRIETARY RIGHTS**

- A. The Bidder hereby acknowledges and agrees that the City retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the City to the Bidder hereunder or furnished by the Bidder to the City and/or created by the Bidder for delivery to the City, even if unfinished or in process, as a result of the Services the respondent performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Bidder as well as its employees, agents, subcontractors and suppliers may use only in connection with the performance of Services under this Agreement. The Bidder shall not, without the prior written consent of the City, use such documentation on any other project in which the Bidder or its employees, agents, subcontractors, or suppliers are or may become engaged. Submission or distribution by the Bidder to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the City's copyrights or other proprietary rights.
- B. All rights, title, and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Bidder and its subcontractors specifically for the City, hereinafter referred to as "Developed Works" shall become the property of the City.
- C. Accordingly, neither the Bidder nor its employees, agents, subcontractors, or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced, or distributed by or on behalf of the Bidder, or any employee, agent, subcontractor, or supplier thereof, without the prior written consent of the City, except as required for the Bidder's performance hereunder.

### 1.59 ELECTRONIC BIDDING

The City maintains an automated vendor address list that has been generated for each specific commodity class item through our electronic bid issuing service, [www.bidsync.com](http://www.bidsync.com). Notices of Invitations to Bids (ITB) are sent by email to the selection of bidders who have fully registered with [www.bidsync.com](http://www.bidsync.com), and to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications, be provided to another e-mail address contact [www.bidsync.com](http://www.bidsync.com).

### 1.60 LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Bidder agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State, County and City orders, statutes, ordinances, rules and regulations which may pertain to the Services required under the Agreement, including but not limited to:

- A. Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.
- B. Miami-Dade County Florida, Department of Small Business Development Participation Provisions, as applicable to this Contract.
- C. Occupational Safety and Health Act (OSHA) as applicable to this contract.
- D. Environmental Protection Agency (EPA), as applicable to this Contract.
- E. Miami-Dade County Code, Chapter 11A, Article 3. All contractors and subcontractors performing work in connection with this Contract shall provide equal opportunity for employment because of race, religion, color, age, sex, national origin, sexual preference, disability, or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or

transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in a conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the Work setting forth the provisions of the nondiscrimination law.

- F. "Conflicts of Interest" Section 2-11 of the County Code, and Ordinance 01-199.
- G. North Miami Beach Purchasing Policies and Procedures Manual Policy 3.6 "Debarment and Suspension".
- H. Florida Building Code (FBC).
- I. Notwithstanding any other provision of the Agreement, Contractor shall not be required pursuant to the Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including, but not limited to, laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

### 1.61 NONDISCRIMINATION

During the performance of this Contract, Bidder agrees to not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age, or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not be limited to, recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training. By entering into this Contract with the City, the Bidder attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts). If the Bidder or any owner, subsidiary or other firm affiliated with or related to the Bidder is found by the responsible enforcement agency or the City to be in violation

of the Act, such violation shall render this Contract void. This Contract shall be void if the Bidder submits a false affidavit or the Contractor violates the Act during the term of this Contract, even if the Bidder was not in violation at the time it submitted its affidavit.

### 1.62 CONFLICT OF INTEREST

The Bidder represents that:

- A. No officer, director, employee, agent, or other consultant of the City or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment, or compensation, whether tangible or intangible, in connection with the grant of the Agreement.
- B. There are no undisclosed persons or entities interested with the Bidder in the Agreement. The Agreement is entered into by the Bidder without any connection with any other entity or person making a bid for the same purpose, and without collusion, fraud, or conflict of interest. No elected or appointed officer or official, director, employee, agent, or other consultant of the City, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or member of the immediate family or household of any of the aforesaid:
  - 1. Is interested on behalf of or through the Bidder directly or indirectly in any manner whatsoever in the execution or the performance of the Agreement, or in the services, supplies or work, to which the Agreement relates or in any portion of the revenues; or
  - 2. Is an employee, agent, advisor, or consultant to the Contractor or to the best of the Bidder's knowledge, any subcontractor or supplier to the Bidder.
- C. Neither the Bidder nor any officer, director, employee, agent, parent, subsidiary, or affiliate of the Bidder shall have an interest which is in conflict with

the Bidder's faithful performance of its obligations under the Agreement; provided that the City Attorney, in its sole discretion, may consent in writing to such a relationship, and provided the Bidder provides the City with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the City's best interest to consent to such relationship.

- D. The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under the Agreement and those provided by statute, the stricter standard shall apply.
- E. In the event Bidder has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Bidder shall promptly bring such information to the attention of the City's Attorney. Bidder shall thereafter cooperate with the City Attorney's review and investigation of such information and comply with the instructions Bidder receives from the Contract Manager in regard to remedying the situation.

### 1.63 PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Bidder, its employees, agents, subcontractors, and suppliers, without the express written consent of the City:

- A. Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the City, or the Work being performed hereunder, unless the Bidder first obtains the written approval of the City. Such approval may be withheld if for any reason the City believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
- B. Communicate in any way with any contractor, department, board, agency,

Commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the City; and

- C. Represent, directly or indirectly, that any product or service provided by the Bidder, or such parties has been approved or endorsed by the City, except as may be required by law.

#### **1.64 BANKRUPTCY**

The City reserves the right to terminate this contract if, during the term of any contract the Bidder has with the City, the Bidder becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Bidder under federal bankruptcy law or any state insolvency law.

#### **1.65 GOVERNING LAW/VENUE**

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue shall be in Miami-Dade County.

#### **1.66 SURVIVAL**

The parties acknowledge that any of the obligations in the Agreement will survive the term, termination, and cancellation hereof. Accordingly, the respective obligations of the Bidder and the City under the Agreement, which by nature would continue beyond the termination, cancellation, or expiration thereof, shall survive termination, cancellation, or expiration hereof.

#### **1.67 VERBAL INSTRUCTIONS PROCEDURE**

No negotiations, decisions, or actions shall be initiated or executed by the Bidder as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Bidder, which are assigned by a person

designated as authorized to bind the Bidder, will be recognized by the City as duly authorized expressions on behalf of Bidder.

#### **1.68 PROHIBITION OF INTEREST**

No contract will be awarded to a proposing firm who has City elected officials, officers or employees affiliated with it, unless the proposing firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder or termination of the agreement, removal of the Bidder from the City's Bidder lists, and prohibition from engaging in any business with the City.

#### **1.69 NO CONTINGENT FEES**

Vendor warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Vendor to solicit or secure the Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Vendor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of the Agreement. For the breach or infraction of this provision, the City shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

#### **1.70 E-VERIFY**

Bidder acknowledges that the City may be utilizing the Bidder's services for a project that is funded in whole or in part by State funds pursuant to a contract between the City and a State agency. Bidder shall be responsible for complying with the E-Verify requirements in the contract and using the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by Bidder during the Agreement term. The Bidder is also responsible for e-verifying its subcontractors, if any, pursuant to any agreement between the City and a State Agency, and reporting to the City any required information. Bidder acknowledges that the terms of this paragraph are material terms, the breach of any of which shall constitute a default under the Agreement.

### 1.71 FORCE MAJEURE

The Agreement which is awarded to the successful Bidder may provide that the performance of any act by the City or Bidder hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however, the City shall have the right to provide substitute service from third parties or City forces and in such event the City shall withhold payment due Bidder for such period of time. If the condition of force majeure exceeds a period of 14 days the City may, at its option and discretion, cancel or renegotiate the Agreement.

### 1.72 BUDGETARY CONSTRAINTS

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

### 1.73 ANNEXATION

Bidder agrees to extend all terms, conditions and pricing in the Agreement and any amendments thereto, to any areas annexed into the City.

### 1.74 SOVEREIGN IMMUNITY

Nothing in the Agreement shall be interpreted or construed to mean that the City waives its common law sovereign immunity or the limits on liability set forth in Section 768.28, Florida Statute.

### 1.75 SCRUTINIZED COMPANIES PURSUANT TO SECTION 287.135 AND 215.473

Contractor must certify that the company is not participating in a boycott of Israel. Contractor must also certify 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 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. Contractor must submit the certification that is attached to this contract. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The 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 contract term, the 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 the 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 Section 287.135, Florida Statutes, as amended from time to time.

### 1.76 LIVING WAGES

If the total contract value exceeds \$50,000, unless specifically excluded by the provisions of Section 5-3 (Living Wage Requirements) of the City of North Miami Beach Code as amended by Ordinance, federal or state law, will apply. A copy of this Code Section may be obtained online at [City of North Miami Beach Code of Ordinance Section 5-3](#). A copy of the living wages to be paid by the contractor may be obtained online at [City of North Miami Beach Code of Ordinance Section 5-3.2](#) or by contacting the [City of North Miami Beach Human Resource Department](#).

If the contract is for both goods and services, it shall apply only to the services portion of such contract. This requirement shall not apply to contracts which are primarily for the sale or leasing of goods.

### 1.77 LOCAL VENDOR PREFERENCE

Except where federal or state law mandates to the contrary, this preference shall apply to submittals received from Bidders that qualify, a preference of either ten (10) percent of the total evaluation points to be awarded, or within ten (10) percent of the total contract price, shall be given to a local business.

To satisfy this requirement, the business must submit Local Vendor Affidavit Form shall affirm in writing that it meets the following requirements:

1. Business must be located in the City of North Miami Beach (City) with a current city business tax receipt and certificate of use issued at least twelve (12) months prior to the City's issuance of the Solicitation AND;
2. Business must have a physical business location/address located within the City's limits, in an area zoned for the conduct of such business, from which the vendor operates or performs business on a day-to-day basis, that is a substantial component of the goods or services being offered to the City AND;
3. Business must certify in writing and provide all required documentation supporting its compliance with the foregoing at the time of submitting its bid or proposal by signing and notarizing this form.

Alternatively, a business who subcontracts at least twenty (20) percent of the contractual amount of a City project with subcontractors who meet the above-listed criteria is deemed a Local Business for award of preference in accordance with Section 3-4.13 of the City of North Miami Beach Code of Ordinances. If the prime Bidder utilizes sub-contractors to qualify for Local Business Preference, the prime Bidder must also submit Disclosure of Subcontractors Form with their submittal, along with this form.

Business location means a permanent office or other site where the local business conducts, engages in, or carries on all or a portion of its business. A post office box or location at a postal service center shall not constitute a business location.

***The Bidder seeking local business preference has the burden to show that it qualifies for the preference, to the satisfaction of the City, by submitting supporting documentation. Failure to do so may result in being considered ineligible for local business preference.***

#### **1.78 COMMUNITY BENEFITS PLAN**

If the total contract value exceeds \$250,000, unless specially excluded by federal or state law. The awarded Bidder may be asked to submit a Community Benefits Plan for approval by the City.

The Benefits Plan should identify the proposed benefits to the City submitted by the Bidder including, but not limited to, the creation of job opportunities for local vendors and residents, as described under Section 3-4.13 of the City Code of Ordinances. If requested by the City, the Benefits Plan shall be incorporated and become a part of the Agreement entered between the City and the awarded Bidder for this project.

#### **END OF SECTION**

**CITY OF NORTH MIAMI BEACH**  
**REQUEST FOR BIDS**

***RFB-24-019-SG***

***Request for Bid (RFB) for Communications Consulting Services***

The City of North Miami Beach, Florida, hereinafter referred to as the “City” is hereby soliciting bids from experienced and qualified Communication Consultants to provide comprehensive services for our communications and media needs.

The City has proposed two service levels to maintain a hybrid approach to the Communications Department; Standard and Enhanced. The Awarded Consultant and their team will work closely with City staff to execute and perform at the awarded Service Level, including any Ad hoc or additional services upon request.

The Scope of Work outlined in each Service Level shall be conducted at the highest level of professionalism, efficiency, and productivity. Work performed shall be in accordance with the City's daily operations, routine and event schedules, and needs assessment.

**Please Note:** There is no time worked limit for any services listed in the scope as services are to assist and supplement the level of effort for the City's Communications Department. The consultant will report to the city manager or his designee.

**Pre-Qualified Firms**

Communication Firms invited to participate have been pre-qualified through RFQ-23-032 Marketing & Advertising Pre-Qualification Pool and have successfully proposed on and awarded in all five groups outlined below.

- *GROUP A: Marketing Services*
- *GROUP B: Creative Services*
- *GROUP C: Analytical & Reporting Services*
- *GROUP D: Marketing Campaigns*
- *GROUP E: Additional Services: Crisis Management, Public Relations*

Interested firms are encouraged to participate and review the Request for Bid (RFB) in its entirety. Pre-qualified firms are listed below.

- **ArtConic**
- **Conceptual Communications**
- **Public Communicators Group**
- **Sonshine Communications**
- **The Weinbach Group**

**Please Note:** *If the above pre-qualified firm(s) cannot provide the services outlined herein due to capacity or ability, their response to this Request for Bid (RFB) shall be “NO BID”.*



### **Bid Submission Requirements**

Firms shall provide a price as requested for each package and hourly rates to include labor, materials, equipment, supplies, and other components necessary to complete the work as outlined. Firms shall provide a price for all line items outlined to be considered for award.

Firms shall be able to perform all work outlined in each service level awarded to ensure productivity, efficiency, a consistent message and tone through the City. Work is not guaranteed and is subject to City budget availability.

All communication will be via BidSync.com. It is the responsibility of prospective Proposers to ensure they are aware of all addenda issued relative to this solicitation.

<b>Event</b>	<b>Date</b>
RFB Opening	Wednesday, May 29, 2024
Deadline for Questions (3:00 pm EST)	Friday, June 7, 2024
Bid Close (All submittals due (3:00 EST)	Friday, June 14, 2024

**Acceptance And Rejections:** The City reserves the right to reject any or all responses with or without cause; to waive any or all irregularities with regard to the specifications. The City also reserves the right to (1) waive any non-substantive irregularities and technicalities; (2) reject the response of any vendor who has previously failed in the proper performance of a contract of a similar nature, who has been suspended or debarred by another governmental entity, or who is not in a position to perform properly under this award; and (3) request and inspect all necessary vendor documentation in order to make a determination as to its ability to perform.

*Pursuant to Florida Statutes 119.071, sealed bids, proposals or replies by an agency pursuant to a competitive solicitation are exempt from inspection until such time as the agency provides notice of an intended decision or until thirty (30) days after the opening of the bids, proposals, or final replies, whichever is earlier.*

## SCOPE OF WORK

### I. Standard Service Level: *To be performed routinely and as needed.*

#### • **Services to be Included:**

- A. The development and implementation of a comprehensive strategic communication plan to expand the City's communication reach and impact, including the production of digital content for the City's social media channels.
- B. Be prepared to provide communications in multiple languages.
- C. Brand & Marketing Guidelines - A document that outlines how to use a brand's elements in any representation of the brand, whether in print or digital. It's a reference tool that helps maintain consistency in a brand's look, feel, and sound across all platforms and channels. The purpose of a brand style guide is to ensure that the brand is communicated correctly internally and presented consistently to the audience, regardless of who is creating the content. This can help promote a recognizable brand identity that stands out from competitors and remains memorable in the minds of consumers.

#### D. Marketing & Creative Services (Print and Virtual Media)

- Provide creative visual production services with engaging visuals that reflect our City's identity and appeal to our stakeholders.
  - A minimum of 65 Social Media Videos (typically no more than 90 seconds each)
  - Graphic Design for:
 

<ul style="list-style-type: none"> <li>▪ Brochures,</li> <li>▪ Budget Documents</li> <li>▪ Email marketing,</li> <li>▪ Forms,</li> <li>▪ Flyers,</li> <li>▪ Guides,</li> </ul>	<ul style="list-style-type: none"> <li>▪ Newsletters</li> <li>▪ Press releases,</li> <li>▪ Social Media</li> <li>▪ Other projects for publication</li> <li>▪ Website</li> </ul>
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- Create and edit content for
 

<ul style="list-style-type: none"> <li>○ Brochures,</li> <li>○ Budget Documents</li> <li>○ Email marketing,</li> <li>○ Forms,</li> <li>○ Flyers,</li> </ul>	<ul style="list-style-type: none"> <li>○ Guides,</li> <li>○ Newsletters</li> <li>○ Press releases,</li> <li>○ Social Media Platforms</li> </ul>
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- Other projects for publication
- Website

- City State-of-the-City - Development of creative services for the address, including but not limited to drafting scripts, speeches, video production, and hosting.
- Develop and maintain the City's copyright repository
- Social Media management – responding to inquiries, create editorial calendar, recommend and implement best practice for posting, reporting.
- Develop and assist with the management of the city SMS text messaging system

#### E. Public & Media Relations

- Provide regular media training, coaching, and interview preparation points to city officials as needed.
- Crisis Communications & Management (FEMA reimbursable, billed hourly)
- Drafting of remarks, talking points, and messaging for city officials as necessary
- Police Department crisis communication services as needed.

#### F. Advertising: Provide ad placement services across various platforms as needed, including

- Social Media ad placement
- OTT/CTV ad placement
- Television ad placement
- Radio ad placement

#### G. Analytics & Reporting

- Develop performance metrics and track, compile, and analyze city initiatives, website, and social media usage and engagement data, along with other key metrics, using Google Analytics and other data analysis tools weekly and monthly.
- Create and disseminate an annual Resident Satisfaction Survey to identify opportunities for improving satisfaction in services that are high priorities to residents, measure trends over time, and assist with enhancing city services.
- Review and redesign of city forms, materials, and templates

**II. Enhanced Level: *To be performed routinely and as needed.***

- **Services Included (ALL services in Standard Service Level plus the following additional services):**
  - Additional 15 Social Media Videos for a total of 80 Social Media Videos (typically no more than 90 seconds each)
  - NMB Promotional Video (60-90 seconds)
  - Event Photography & Videography for a total of up to 50 events/year (Netflix-approved equipment preferred: <https://bit.ly/Netflixapprovedcameras>)
  - Drone Photography & Videography for a total of up to 50 events/year (Certificated Remote Pilots Certificate per the FAA requirement)
  - Development of NMB Centennial Year Branding and Communications Campaign (2026)

**III. Additional Hourly Services**

In the event the City requires services above and beyond the scope of work described in the Standard and Enhanced Service Levels, the Consultant may provide a quote for additional or Ad hoc services per hour in accordance with the Service Roles listed but not limited to below. These service roles are not exclusive or guaranteed and may be utilized at the discretion and approval of the City.

- |  |   |
|--|---|
| ➤ Project Manager/Account Manager          | ➤ Crisis Communications Specialist      |
| ➤ Marketing Specialist                     | ➤ Media Trainer                         |
| ➤ Event/ Drone Videographer & photographer | ➤ Survey Analyst                        |
| ➤ Content Creator                          | ➤ Media buyer/ Advertising Manager      |
| ➤ Social Media Manager                     | ➤ Graphic Designer                      |
|  | ➤ FEMA-Reimbursable Communications Work |

*The Service Roles listed shall not be billed in conjunction with the Standard or Enhanced Service Levels. These Service Roles are 'Add Ons' or 'Ad Hoc' to supplement work outlined in the Standard and Enhance Service Levels.*

*We look forward to receiving your proposals and potentially working together to enhance the communication efforts of the City of North Miami Beach.*

## Question and Answers for Bid #RFB-24-019-SG - Communications Consulting Services

### Overall Bid Questions

There are no questions associated with this bid.

# EXHIBIT A

Bid #RFB-24-019-SG Communications Consulting Services																	
				artConic		The Weinbach Group		Public Communicators Group		Barrington Management Artist Group		The Brand Advocates, Inc.		Conceptual Communications		Sonshine Communications	
Item #	Item	Qty	Unit	Price	Total	Price	CONFIRMED TOTAL	Price	CONFIRMED TOTAL	Price	CONFIRMED TOTAL	Price	CONFIRMED TOTAL	Price	CONFIRMED TOTAL	Price	CONFIRMED TOTAL
RFB-24-019-SG-01-01	Standard Service Level	1	month	\$ 40.00	\$ 40.00	\$6,125.00	\$6,125.00	\$ 22,000.00	\$ 22,000.00	\$25,000.00	\$ 25,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$19,750.00	\$19,750.00
RFB-24-019-SG-01-02	Enhanced Service Level	1	month	\$ -	\$ -	\$7,875.00	\$7,875.00	\$ 6,500.00	\$ 28,500.00	\$15,000.00	\$ 40,000.00	\$ 27,000.00	\$ 27,000.00	\$ 30,000.00	\$ 30,000.00	\$31,750.00	\$31,750.00
				<i>Bidder found non-responsible. Bid pricing submitted insufficient for successful completion of scope of work advertised.</i>		<i>Bidder found non-responsible. Bid pricing submitted insufficient for successful completion of scope of work advertised.</i>											
RFB-24-019-SG-01-03	<b>Additional Hourly Services</b>																
RFB-24-019-SG-01-03-01	Project Manager/Account Manager	1	hour	\$ 45.00	\$ 45.00	\$ 150.00	\$ 150.00	\$ 250.00	\$ 250.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 225.00	\$ 225.00	\$ 135.00	\$ 135.00
RFB-24-019-SG-01-03-02	Marketing Specialist	1	hour	\$ 40.00	\$ 40.00	\$ 125.00	\$ 125.00	\$ 200.00	\$ 200.00	\$ 150.00	\$ 150.00	\$ 125.00	\$ 125.00	\$ 150.00	\$ 150.00	\$ 90.00	\$ 90.00
RFB-24-019-SG-01-03-03	Event/ Drone Videographer & photographer	1	hour	\$ -	\$ -	\$ 350.00	\$ 350.00	\$ 250.00	\$ 250.00	\$ 375.00	\$ 375.00	\$ 100.00	\$ 100.00	\$ 500.00	\$ 500.00	\$ 120.00	\$ 120.00
RFB-24-019-SG-01-03-04	Content Creator	1	hour	\$ 40.00	\$ 40.00	\$ 150.00	\$ 150.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 125.00	\$ 125.00	\$ 125.00	\$ 125.00	\$ 95.00	\$ 95.00
RFB-24-019-SG-01-03-05	Social Media Manager	1	hour	\$ -	\$ -	\$ 135.00	\$ 135.00	\$ 200.00	\$ 200.00	\$ 125.00	\$ 125.00	\$ 100.00	\$ 100.00	\$ 125.00	\$ 125.00	\$ 85.00	\$ 85.00
RFB-24-019-SG-01-03-06	Crisis Communications Specialist	1	hour	\$ 45.00	\$ 45.00	\$ 195.00	\$ 195.00	\$ 250.00	\$ 250.00	\$ -	\$ -	\$ 120.00	\$ 120.00	\$ 275.00	\$ 275.00	\$ 100.00	\$ 100.00
RFB-24-019-SG-01-03-07	Media Trainer	1	hour	\$ 45.00	\$ 45.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ -	\$ -	\$ 125.00	\$ 125.00	\$ 175.00	\$ 175.00	\$ 95.00	\$ 95.00
RFB-24-019-SG-01-03-08	Survey Analyst	1	hour	\$ 45.00	\$ 45.00	\$ 225.00	\$ 225.00	\$ 250.00	\$ 250.00	\$ 150.00	\$ 150.00	\$ 95.00	\$ 95.00	\$ 125.00	\$ 125.00	\$ 90.00	\$ 90.00
RFB-24-019-SG-01-03-09	Media buyer/ Advertising Manager	1	hour	\$ -	\$ -	\$ 135.00	\$ 135.00	\$ -	\$ -	\$ 150.00	\$ 150.00	\$ 100.00	\$ 100.00	\$ 175.00	\$ 175.00	\$ 105.00	\$ 105.00
RFB-24-019-SG-01-03-10	Graphic Designer	1	hour	\$ 40.00	\$ 40.00	\$ 125.00	\$ 125.00	\$ 150.00	\$ 150.00	\$ 125.00	\$ 125.00	\$ 90.00	\$ 90.00	\$ 150.00	\$ 150.00	\$ 80.00	\$ 80.00
RFB-24-019-SG-01-03-11	FEMA-Reimbursable Communications Work	1	hour	\$ 45.00	\$ 45.00	\$ 135.00	\$ 135.00	\$ 250.00	\$ 250.00	\$ -	\$ -	\$ 100.00	\$ 100.00	\$ 225.00	\$ 225.00	\$ 80.00	\$ 80.00

## EXHIBIT B



### City of North Miami Beach

Attn: Mario Diaz

*Mario.Diaz@CityNMB.com*

### Task Order No. 2 – Marketing, Communications, Program Management & Coordination

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#### ASSESSING NORTH MIAMI BEACH'S COMMUNICATIONS

From the outside looking in, North Miami Beach's communications can be vastly improved. Communication is inconsistent, often lacks production value, and does not appear to consider the audience, nor follow any kind of a strategy.

PCG will conduct thorough assessment of current communications channels and work product to determine what is working, what is not working, and how the city can improve efficiencies and implement new communications channels.

#### CREATING A STRATEGIC COMMUNICATIONS PLAN

Through meetings and discussions with city leaders, administration, department directors, and communications staff, PCG will develop a comprehensive strategic communications plan which creates channels of communication designed to reach residents, business owners, and key stakeholders.

PCG will present a draft Strategic Communications Plan to the City Manager for approval.

#### SCOPE OF SERVICES

PCG will provide the following services during this engagement:

##### Video Production

Event Videography

Drone Videography

52 social media videos (typically no more than 90 seconds)

##### Graphic Design

156 Graphic Design items

##### Communications

Public & Media Relations

Crisis Communications & Management (FEMA reimbursable billed hourly)

Drafting of remarks and talking points for city officials as necessary

Interview preparation for city officials



Police Communications as needed  
Police Crisis Communications as needed

### **Email Marketing**

Monthly Email Newsletter  
Event Email Marketing  
City News Email Marketing

### **Speechwriting**

State of the City Address Drafting  
State of the City Video Production (if speech is pre-recorded)  
State of the City Presentation (if speech is given live)  
Speechwriting for city officials for official speaking engagements

### **Reports & Presentations**

Manager's Weekly/Monthly Reports  
Other presentations as necessary

### **Text Messaging**

Text messaging implementation, oversight, and assistance

### **Surveying**

Annual survey of North Miami Beach residents on their opinions of key issues and satisfaction with city services.

### **Advertising**

Social Media ad placement  
OTT/CTV ad placement  
Television ad placement  
Radio ad placement

\*All ad purchasing and placement is subject to a 15% agency fee.

### **Internal Use Materials**

Review and redesign of city forms, materials, and templates

### **Structure**

PCG shall be responsible for content creation (per the terms of this agreement) and take direction from the City Manager or their designee.





PCG shall be the agency of record for the City of North Miami Beach.

**PRICING**

PCG will deliver all of the listed items at a monthly at a rate of \$22,000 or  
With additional services to include NMBPD communications at a monthly rate of  
\$33,000 on NET 30 terms.

**Additional Work**

Any work beyond the scope of this agreement would be billed at the following rates:

Graphic Design - \$150/hour

The following is billed at \$250/hour:

Video Pre-Production Planning

Video Production

Video Post-Production

Copywriting

Copyediting

Crisis Communications

All services not expressly included in the scope



**Discussion Items  
15.4.**

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

**MEMORANDUM**

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<b>TO:</b>	Mayor and City Commission
<b>FROM:</b>	Marline Monestime, Chief of Staff
<b>VIA:</b>	Mario A. Diaz, City Manager
<b>DATE:</b>	September 17, 2024

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**RE:** Coastal Waste & Recycling of Florida- Contractual Obligation Donation Review and Allocations for Discussion and Possible Action (Marline Monestime, Chief of Staff)

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**Description**

**BACKGROUND  
ANALYSIS:**

As outlined in Section 35 "Additional Contractor Obligations" of the agreement between the City of North Miami Beach and Coastal Waste & Recycling of Florida, the City receives an annual allocation of \$60,000 to fund the City's scholarships and City community initiatives. Additionally, the City receives an additional \$50,000 annually to fund the City's Emergency Utilities and Rental Assistance Program. The annual compensation for both allocations shall be payable on the anniversary date of the contract for so long as the contract is in force and effect.

The City has received two annual payments that have not been expended which currently provides \$120,000 for scholarships and community initiatives and \$100,000 for an Emergency Utilities and Rental Assistance Program.

**RECOMMENDATION:**

The purpose of this discussion is to allow the Mayor & Commission to provide direction to establish specific programs, as desired, and provide general guidance on program parameters or authorize the City Manager to use his discretion to allocate the funds to existing or new programs.

The Mayor & Commission also expressed interest in establishing a scholarship fund named after the late John Philome, former NMBPD Commander. Staff recommends partial use of funds to establish this

scholarship.

**FISCAL/ BUDGETARY** \$ 110,000 x 5 Years (based on current contract terms and status) = \$  
**IMPACT:** 550,000 total

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**ATTACHMENTS:**

**Description**

- ▣ Coastal Waste & Recycling Agreement



AGREEMENT  
BETWEEN CITY OF NORTH MIAMI BEACH  
AND  
COASTAL WASTE & RECYCLING OF FLORIDA FOR:  
  
SOLID WASTE AND RECYCLING SERVICES

This Solid Waste and Recycling Services Agreement (hereinafter referred to as "Contract") is made and entered into this 1<sup>st</sup> day of June, 2022, by and between the City of North Miami Beach, Florida (hereinafter referred to as "CITY"), a municipal corporation existing under the laws of the State of Florida, acting by and through its duly authorized Commission, and Coastal Waste & Recycling of Florida, Inc., (hereinafter referred to as "CONTRACTOR").

**RECITALS**

**WHEREAS**, the CITY issued a Request for Proposals, RFP #20-031-DR for Solid Waste and Recycling Services; and

**WHEREAS**, on October 22, 2020, the CITY adopted Resolution No. R2020-107 authorizing the City Manager or designee to negotiate with the highest ranked respondent, or if negotiations were unsuccessful, to negotiate with Coastal Waste and Recycling of Florida, Inc., as the second ranked respondent and upon successful negotiations, present to the Mayor and City Commission an agreement, in a form acceptable to the City Attorney, for solid waste and recycling services, for consideration and approval; and

**WHEREAS**, on August 26, 2021, the CITY terminated negotiations with the highest ranked respondent and subsequently began negotiations with CONTRACTOR; and

**WHEREAS**, the CITY and CONTRACTOR negotiated this Contract subsequently approved and adopted by the City Commission on February 8, 2022, via Resolution No. R2022-21.

**NOW THEREFORE**, in consideration of the mutual terms and conditions set forth herein and other good and valuable consideration, the Parties hereto agree as follows:

## **SECTION 1: CONTRACT**

### **1.1 TERM OF CONTRACT**

The term of this Contract is for seven (7) years and shall commence on June 1, 2022, at 12:00 a.m., EST, through May 31, 2029, at 11:59 p.m., EST., subject to the terms and conditions herein. This shall be the initial term.

### **1.2 EXPIRATION OF CONTRACT PROVISIONS**

In the event a new Contract has not been awarded upon the expiration of the initial term or additional term thereof, and/or renewal options are not exercised, CONTRACTOR agrees to provide service to the CITY for an additional one hundred and eighty (180) calendar day period beyond the expiration of the CONTRACT at the then established rates, provided the CITY requests said services, in writing, at least sixty (60) days prior to the date of expiration.

### **1.3 OPTION TO RENEW**

After the initial term of seven (7) years, the CITY shall have the option to renew the Contract for up to three (3) successive one (1)-year terms. The term of the original Contract beginning on June 1, 2022, including additional terms, shall not exceed ten (10) years. Any extension or renewal of any option must be approved by City Commission. The parties hereto may renew this Contract by mutual consent, in writing, prior to the expiration of the current term on May 31, 2029, or any renewal terms, provided the City Commission approves the renewal or extension prior to the end of the respective term of this Contract. This provision in no way limits the CITY's right to terminate this Contract for cause at any time, pursuant to Section 6 of this Contract. The rates established herein shall be the rates for any renewal term subject to increase pursuant to the consumer price index set forth in Section 3.20 of this Contract. Notice of exercise any renewal option by the CITY shall be provided to CONTRACTOR at least sixty (60) days prior to the expiration of the term.

### **1.4 FRANCHISE**

CONTRACTOR shall for the term of the Contract have the exclusive franchise and the sole obligation to operate and maintain a comprehensive Solid Waste, Bulk Waste and other refuse collection services including Residential Recycling in and for the CITY as specified in this Contract. No other services shall be exclusive to CONTRACTOR. The Contract specifically excludes the collection of Recovered Materials from Commercial Service Units in the Service Area. CONTRACTOR is authorized by the CITY to enter in and upon private property, in upon over and across the present and future streets, alleys, bridges, easements and other public places of the CITY for the purposes of collecting the Solid Waste, Bulk Waste and other refuse of the residents, inhabitants, and businesses within the municipal corporate limits of the CITY, or as directed in conformance with Ordinances and other applicable law.

## 1.5 **FRANCHISE FEE**

The City of North Miami Beach will collect a Franchise Fee for Residential, Multi-Family, and Commercial base rates with an additional Solid Waste Fee on Commercial service. All Franchise Fees are pass through costs and accordingly are not diminution of CONTRACTOR's compensation.

### **Franchise Fee Breakdown**

#### Residential

- Franchise Fee 15%

#### Multi-Family Dumpster

- Franchise Fee 17%
- Solid Waste Fee 10%

#### Commercial Dumpster

- Franchise Fee 25%
- Solid Waste Fee 10%

Payment of the Franchise Fee from CONTRACTOR shall be paid monthly and in full no later than the 20<sup>th</sup> day of the month following the end of each month.

The CITY reserves the right to require CONTRACTOR to submit to an audit. CONTRACTOR shall provide access to all of its records which relate directly or indirectly to the Contract at its place of business during regular business hours. CONTRACTOR shall retain all records pertaining to the Contract, and upon request, make them available to the CITY for three years following expiration of the Contract. CONTRACTOR agrees to provide such assistance as may be necessary to facilitate the review or audit by the CITY to ensure compliance with applicable accounting and financial standards at no cost to the CITY.

## 1.6 **ANNEXATIONS**

Adjustments to Service Area boundaries and the rights of the parties to this Contract due to annexation shall be as provided by Florida Statutes Section 171.062, as amended, or its successor and this Section.

The annexation of areas to the CITY subsequent to the commencement of the initial term of the Contract may require CONTRACTOR to relinquish exclusivity for the period of time provided for in section 403.70605 of the Florida Statutes of its Collection services in that portion of the Service Area. If the CITY elects to have CONTRACTOR provide Collection services for the annexed area; CONTRACTOR shall provide Collection services at the Rate Structure as established in Exhibit 1. Any and all such relinquishment of exclusive Collection services required by the CITY due to annexation of a portion of the Service Area shall have no effect on the CITY's Rate Structure as established in **Exhibit 1**.

## 1.7 FLOW CONTROL

All Solid Waste, Bulk Waste, Residential Recycling, Yard Waste, and any other named materials as added, generated in the CITY of North Miami Beach, shall be delivered only to the Designated Disposal Facilities.

## SECTION 2: DEFINITIONS

For the purpose of this Contract, the definitions contained in this Section shall apply unless otherwise specifically stated. If a word or phrase is not defined in this Section or Contract, the definition of such word or phrase as contained in the Code of the CITY shall apply. To the extent the definitions contained herein conflict with similar definitions contained in any federal, state or local law, the definition herein shall prevail. Definitions contained herein shall not be interpreted to require CONTRACTOR to undertake any conduct contrary to federal, state, or local law. When consistent with the context, words used in the present tense shall include the future, words in the plural shall include the singular, and use of the masculine gender shall include the feminine gender. The word "shall" is always mandatory and not merely discretionary.

**Advertising** shall mean any written communication for the purpose of promoting a product or service. CONTRACTOR's name in which it is doing business and non-toll telephone service number, written communication as specified in the Contract or written communication as directed by the City Administrator or his/her designated representative(s), shall not be considered Advertising.

**Agreement** shall mean this Franchise Agreement for Solid Waste and Recycling Services.

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

**Applicable Law** shall mean any local, state, or federal statute law, constitution, charter, ordinance, judgment, order, decree, permit, rule, regulation, directive or policy which is in effect, enacted, promulgated, issued or enforced by a governmental body, during the term of this Contract, and relate in any manner to the performance of the CITY or CONTRACTOR under this Contract.

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

**Bags** shall mean non-dissolvable plastic trash bags, each with a capacity of thirty-nine (39) gallons or less.

**Biological Waste** shall mean, as defined in Chapter 403, Florida Statutes, Solid Waste that causes or has the capability of causing disease or infection and includes, but is not limited to, biomedical waste, diseased or dead animals, and other wastes capable of transmitting pathogens to humans or animals. Biomedical Waste shall mean, as defined in Chapter 403,

Florida Statutes, any Solid Waste or liquid waste which may present a threat of infection to humans. The term includes, but is not limited to, non-liquid human tissue and body parts; laboratory and veterinary waste which contain human-disease-causing agents; discarded disposable sharps; human blood, and human blood products and body fluids; and other materials which in the opinion of the Florida Department of Health represent a significant risk of infection to persons outside the generating facility.

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

**Bulk Waste** shall mean any and all non-liquid material which is predominantly noncombustible and therefore, should not be processed in a mass burn resource recovery system, or which is not susceptible to normal loading and collection in packer-type sanitation equipment. Bulk Waste includes, but is not limited to furniture and large appliances (with refrigerants properly removed and verified), smaller appliances that cannot fit in the 96 gallon container, sinks, toilets, fixtures, furniture, ladders, carpets, incidental tires, concrete rubble, mixed roofing materials, noncombustible building debris, lumber, rock, cement, asphalt, tar, gravel and other earthen materials, equipment, wire, cable, Yard Waste (as defined in this agreement) shall be capable of being handled by a standard claw truck. If Yard Waste is too small to be collected by a standard claw truck, Yard Waste shall be placed in carts for pickup or bundled and tied and left on Curbside for Bulk Waste pickup. Bulk Waste must be generated by the customer for whom the Bulk Waste is collected. Bulk Waste does not include items herein defined as CONTRACTOR-Generated Waste, or Exempt Waste. Compacting of Bulk Waste containing refrigerants or other potentially harmful fluids, or gases is prohibited.

**Bulk Waste Collection Service** shall mean the Collection of Bulk Waste from Residential Curbside Service Units, Multifamily Service Units and Commercial Service Units and delivery of the Bulk Waste to the Designated Disposal Facility.

**Business Day** shall mean any day, Monday through Friday, Saturday from 8:30 a.m. EST till 5:00 p.m., EST.

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

**Change in Law** shall have the meaning set forth in Section 3.21.2.1.

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

**City Administrator** shall mean the City Administrator of the CITY, or his/her designated representative(s).



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**City Commission** shall mean the Mayor and City Commission of the City of North Miami Beach.

**City Facility** shall mean a CITY owned location designated for service under this Contract.

**Collection** shall mean the process whereby Solid Waste, Bulk Waste from Residential Service Units are removed and transported to the Designated Disposal Facility.

**Commercial Bulk Waste Collection Services** shall mean Bulk Waste Collection from Commercial Service Units and delivery of the Bulk Waste to the Designated Disposal Facility.

**Commercial Collection Services** shall mean Commercial Solid Waste Collection Service performed in the Service Area. Commercial Collection Services shall be billed at the rates established in the Rate Structure.

**Commercial Service Unit** shall mean all retail, professional, wholesale, institutional and industrial facilities and any other commercial enterprises, including Hotels and Motels, rental apartment houses and licensed recreational vehicle parks, offering goods or services to the public located in the Service Area.

**Commercial Solid Waste Collection Service** shall mean the Collection of Solid Waste from Commercial Service Units in the Service Area and the delivery of the Solid Waste to the Designated Disposal Facility. Commercial Solid Waste Collection Service shall be provided via Container(s) with or without Compactor(s), or Roll-off(s) with or without Compactor(s), or 96 gallon carts upon approval by the CITY of North Miami Beach.

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

**Community Events** shall mean events sponsored or co-sponsored by the CITY.

**Compactor** shall mean any Container, regardless of its size, which has a compaction mechanism, whether stationary or mobile, and approved for use by the Contract Administrator. Compactor is a mechanism, whether stationary or mobile, with a minimum compaction ratio of 2.5 to 1.0 used for the densification of Solid Waste in Containers or Roll-offs. CONTRACTOR shall clearly mark all Containers and Roll-offs with Compactors as to prohibit their use for the disposal of Biological Waste, biomedical Waste, Hazardous Waste or Sludge.

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

wiring. Much building waste is made up of materials such as bricks, concrete and wood damaged or unused for various things during construction.

**Consumer Price Index** (CPI) shall mean United States Department of Labor Consumer Price Index for All Urban Consumers: Water and Sewer and Trash Collection Services, as published by the Bureau of Labor Statistics, or successor agency.

**Container** shall mean Cart, Can, Compactor, Dumpster, and Roll-off or any metal receptacle, with a capacity of one cubic yard up to and including forty cubic yards designed or intended to be mechanically dumped into a loader- packer type garbage truck. All such Containers must be clearly marked in a manner so as to prohibit their use for the disposal of Biological Waste, biomedical Waste, Hazardous Waste or Sludge.

**Contaminant(s) or Contamination** shall mean materials which do not meet the definition of Recyclable Material and Recyclables and are collected with Recyclables.

**Contract** shall mean this Contract.

**Contract Year** shall begin on June 1 at 12:00 a.m., EST, through May 31 at 11:59 p.m., EST of each year for the term of this Contract.

**CONTRACTOR** shall mean the person or entity set out initially above that has entered into this Contract to provide the services described herein for the Service Area.

**Contract Administrator** shall mean the CITY employee designated by the City Administrator to be the CITY's official representative regarding matters pertaining to this Contract.

**CONTRACTOR-Generated Waste** shall mean Bulk Waste generated by builders, building CONTRACTORS, privately employed tree trimmer and tree surgeons, landscape services and lawn or yard maintenance services and nurseries.

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

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

**Customer** shall mean a City of North Miami Beach resident and commercial establishment within the service area.

**Designated Disposal Facility** shall mean the facility(s) fully permitted to receive Class I Waste and designated by the CITY for the disposal of all Solid Waste and Bulk Waste. The CITY reserves the right to designate an alternative facility for the disposal of all Solid Waste and Bulk Waste collected pursuant to this Contract. CONTRACTOR shall be responsible for all Disposal Charges owed to the Designated Disposal Facility resulting from CONTRACTOR Collection Service.

**Disposal Charges** shall mean the prevailing per-ton rate charged at the Designated Disposal Facility for the acceptance, disposal, and transfer of waste materials from Residential Curbside Collection Services, Multifamily Collection Services and Commercial Collection Services.

**Dwelling Unit** shall mean any individual living unit in a single-family dwelling, multifamily dwelling or mixed-used dwelling within a structure or building intended for, or capable of being utilized for residential living, other than those structures or building units included within the definition of Commercial Service Unit herein.

**Dumpster** shall mean any container excluding compactors with a tight-fitting lid and minimum one (1) cubic yard and maximum of eight (8) cubic yards approved by contract administrator designed to receive and transport and dump waste.

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

**Exempt Waste** shall mean Biological Waste, Biomedical Waste, Hazardous Waste, Sludge, sewage, automobiles, automobile parts, boats, boat parts, trailers, internal combustion engines, lead-acid batteries, used oil and tires, dead animals, highly flammable substances, those wastes under the control of the Nuclear Regulatory commission and those other materials whose size, weight, or both are in excess of that allowed for Bulk Waste as defined herein.

**Extra Carts** shall mean an extra container with an attached tight-fitting lid mounted on wheels up to 96 gallons and designed to hold solid waste and 65 gallons to hold Recyclables and to be mechanically dumped into a collection vehicle and approved by contract administrator.

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

**Franchise Fee** shall mean the charge to CONTRACTOR for the use of present and future streets, alleys, bridges, easements and other public places of the CITY and the CITY's associated administrative costs for oversight of this franchise, pursuant to this Contract.

**Garbage** shall mean all putrescent waste which generally includes but is not limited to kitchen and table food waste, animal, vegetative, food or any organic waste that is attendant with or results from the storage, preparation, cooking or handling of food material whether attributed to residential or commercial activities.

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

**Gross Revenues** shall mean all revenues collected by the CONTRACTOR, from any source whatsoever, arising from, attributable to or in any way derived from the services it provides pursuant to this Contract, inclusive of revenues collected by the CONTRACTOR related to its obligations to pay Disposal Charges, and exclusive of franchise fees. Gross Revenues computations shall not be reduced by Disposal Charges or amounts collected to offset such Disposal Charges.

**Hazardous Waste** shall mean Solid Waste, or a combination of Solid Wastes, because of its quantity, concentration, or physical, chemical, or infectious characteristics, may cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible or incapacitating reversible illness or may pose a substantial present or potential hazard to human health or the environment when improperly transported, disposed of, stored, treated, or otherwise managed; any waste, substance, object or material deemed hazardous under (i) Section 403.703, Florida Statutes; (ii) RCRA, 42 U.S.C.A § 6901 et seq.; (iii) CERCLA, 42 U.S.C.A. § 9601 et seq; (iv) Toxic Substances Control Act, 15 US.C. §2601, et seq., and in each case, applicable regulations promulgated thereunder. The term does not include human remains that are disposed of by persons licensed under Chapter 470, Florida Statutes.

**Holiday** shall mean Work Day(s) that Collections(s) shall not occur to include Thanksgiving and Christmas.

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

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

**Missed Collection** shall mean any occasion when the CONTRACTOR does not provide collection service to a customer on the scheduled collection day who timely and properly sets out waste in accordance with this Agreement.

**Multifamily Bulk Waste Collection Service** shall mean Bulk Waste Collection from Multifamily Service Units on scheduled Bulk Waste Collection days and delivery of the Bulk Waste to the Designated Disposal Facility.

**Multifamily Collection Services** shall mean Multifamily Solid Waste Collection Service, Multifamily Recycling Collection Service, and Multifamily Bulk Waste Collection Service performed in the Service Area. Multifamily Collection Services shall be billed the rates established in the Rate Structure.

**Multifamily Service Unit** shall mean Dwelling Units utilizing Container(s) with or without Compactor(s) or Roll-off(s) for the accumulation and set-out of Solid Waste.

**Multifamily Solid Waste Collection Services** shall mean the Collection of Solid Waste from Multifamily Service Units located within the Service Area and the delivery of the Solid Waste to the Designated Disposal Facility.

**Non-Collection Notice** shall mean a form used by the CONTRACTOR to notify customers of the reason for non-Collection of materials set out by the customer for Collection by the CONTRACTOR pursuant to the Contract, developed by the CONTRACTOR and approved by the CITY.

**Ordinance** shall mean those parts of the code of the CITY governing Collection, disposal within the CITY.

**Rate Structure** shall mean the rates approved by the CITY shown in Exhibits 1.

**Recovered Materials** shall mean those materials meeting the statutory definition set forth in F.S. 403.7046. Recovered Materials that meet the statutory definition are metal, paper, glass, plastic, textile, or rubber materials that have known recycling potential, can be feasibly recycled and have been diverted and source separated or have been removed from the Solid Waste stream for sale, use or reuse as raw materials, whether or not the materials require subsequent processing or separation from each other, but does not include materials destined for any use that constitutes disposal. Recovered Materials as described above are not Solid Waste. Construction and Demolition Debris is not Recovered Materials.

**Recyclable Material** shall mean those materials that are capable of being recycled and that would otherwise be processed or disposed of as solid waste.

**Recycling Cart** shall mean a receptacle with wheels with a capacity of up to approximately 96 gallons designed or intended to be mechanically dumped into a loader-packer type garbage truck and approved by Contract Administrator for the Collection of Recyclable Materials. All such Recycling Carts must be clearly marked in a manner as approved by the Contract Administrator.

**Residential Curbside Bulk Waste Collection Service** shall mean Bulk Waste Collection from Residential Curbside Service Units and the delivery of the Bulk Waste to the Designated Disposal Facility.

**Residential Curbside Collection Service** shall mean Residential Curbside Solid Waste Collection Service, Residential Curbside Recycling Collection Service, and Residential Curbside Bulk Waste Collection Service performed in the Service Area. Residential Curbside Service Units shall be billed the Rates established in the Rate Structure.

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

considered a Residential Service Unit(s). Residential Service Units shall exclude establishments utilizing Dumpsters or Compactors for the accumulation and set-out of Solid Waste.

**Residential Curbside Solid Waste Collection Service** shall mean the Collection of Solid Waste from Residential Curbside Service Units in the Service Area and the delivery of that Solid Waste to the Designated Disposal Facility.

**Residential Waste** shall refer to all waste, refuse, garbage, trash and rubbish generated within the CITY from residential property and that is capable of being processed at the Waste Receiving Facility, but shall not include tropical storm or hurricane related debris, or Unacceptable Waste.

**Residue** shall mean the mixture of Contamination and Recyclables that have not been converted into Recovered Materials and which are destined for disposal. Recyclables and Recovered Materials cannot be classified as Residue due to commodity market conditions.

**Roll-Off Collection Service** shall mean the Collection and disposal of Roll-Off Containers containing Solid Waste. All such Roll-Off Containers must be clearly marked to prohibit their use for the disposal of Biological Waste, Biomedical Waste, Hazardous Waste or Sludge.

**Roll-Off Containers** shall mean any metal receptacle with a capacity of more than eight (8) cubic yards, which is normally loaded onto a motor vehicle. Roll-off Containers utilized for services covered under this Contract shall be owned by the CONTRACTOR.

**Rubbish** shall mean all refuse, accumulation of paper, excelsior, rags, wooden or paper boxes and containers, sweep-ups and all other accumulations of a nature other than Garbage and Yard Waste, resulting from the normal activities of a Residential Curbside Service Unit, Multifamily Service Unit or Commercial Service Unit wherein the Rubbish is collected. Rubbish does not include items herein defined as CONTRACTOR-Generated Waste or Exempt Waste.

**Service Area** shall mean the municipal limits of the CITY.

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

**Sludge** shall mean the accumulated solids, residues and precipitates generated as a result of waste treatment or processing including wastewater treatment, water supply treatment, or operation of any air pollution control facility, and mixed liquids and solids pumped from septic tanks, grease traps, privies, or similar disposal appurtenances or any other such waste having similar characteristics or effects.

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

**Solid Waste** as defined in Chapter 403, Florida Statutes, as may be amended from time to time, shall mean Sludge unregulated under the federal Clean Water Act or Clean Air Act, Sludge from a waste treatment works, water supply treatment plant, or air pollution control facility, or Garbage, Rubbish, refuse, Special Waste, or other discarded material, including solid, liquid, semisolid, or contained gaseous material resulting from domestic, industrial, commercial, mining, agricultural, or governmental operations.

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

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

**Special Waste** as defined in Chapter 403, Florida Statutes, as may be amended from time to time, shall mean Solid Wastes that can require special handling and management, including, but not limited to, White Goods, waste tires, used oil, lead-acid batteries, Construction and Demolition Debris, ash residue, Yard Waste and biological wastes.

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

**Tipping Fee** shall mean the fee that must be paid for the disposal of Waste Material at the Designated Disposal Facility as designated by the CITY.

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

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

**Yard Waste** shall mean any vegetative matter resulting from normal yard and landscaping generated by the resident and shall include materials such as tree and shrub trimming materials, grass clippings, palm fronds, tree branches and similar other matter usually produced as refuse in the care of laws, landscaping and yards. Yard Waste does not include items herein defined as CONTRACTOR-Generated Waste or Exempt Waste.

**White Goods** shall mean discarded refrigerators, ranges, water heaters, freezers, and other similar domestic appliances. White Goods must be generated by the customer and at the Residential Service Unit or Commercial Service Unit wherein the White Goods are collected. All white goods shall be certified and verified that all Freon gas has been removed prior to pick up and transportation.

**Work Day** shall mean any day, Monday through Saturday.

**Written Notice** shall mean e-mail or mail when referring to written notice from the CITY. Written notice from CONTRACTOR to the CITY shall mean certified mail and excludes e-mail.

**Unacceptable Waste** shall refer to (a) Hazardous Waste, (b) cleaning fluids, hazardous paints, acids, caustics, poisons, radioactive materials, fine powdery earth used to filter cleaning fluid, and refuse of similar nature; (c) any item of waste exceeding six feet in any one of its dimensions or being in whole or in part a solid mass, the solid mass portion of which has dimensions such that a sphere with a diameter of eight inches could be contained within such solid mass portion (provided that such restriction does not apply to white goods and other appliances); (d) any controlled substances regulated under the Controlled Substances Act, 21 USC 801 et seq., or any equivalent state law; (e) non-burnable construction materials and demolition debris; and (g) all other items of waste which a Company reasonably believes would be likely to pose a threat to health or safety or the acceptance and disposal of which may cause damage to the Facility or be in violation of any judicial decision, order, action, permit, authorization, license, approval or registration of any federal, state or local government or any agency thereof, or any other regulatory authority or applicable law or regulations. Unacceptable Waste shall not include solid waste that otherwise may be considered Bulk Waste, White Goods, Construction and Demolition Debris, or Yard Waste.

### **SECTION 3: COLLECTION SERVICES TO BE PROVIDED BY CONTRACTOR**

#### **3.1 RESIDENTIAL CURBSIDE COLLECTION SERVICES**

Single family homes, townhouses, duplexes, triplexes, quadruplexes and mobile homes shall have curbside Garbage Cart pickup, except in those areas that cannot accommodate Garbage Cart collection due to inaccessibility problems, cart storage problems, or similar issues. Residential units which are serviced by a Container shall be entitled to monthly Bulk Waste collection services. CONTRACTOR shall be responsible for providing carts and decals for the carts.

3.1.1 **Residential Curbside Solid Waste Collection Service** - The CONTRACTOR shall pick up, two (2) times per week with a 96 gallon Garbage Cart, Solid Waste including Yard Waste from each Residential Curbside Service Unit. Carts shall be placed within five (5) feet of the street



curb, swale, paved surface of the public roadway, closest accessible roadway, or other location agreed to by CONTRACTOR and within three (3) feet of poles, trees, etc. Customer will provide safe and efficient accessibility to CONTRACTOR's collection crew and vehicle. In certain cases, it may be decided that properly containerized residential solid waste may be placed at a location mutually agreed upon by the customer and CONTRACTOR. The City Administrator or Designee shall mediate any dispute regarding location of the Garbage Cart.

- 3.1.2 CONTRACTOR shall not collect Solid Waste or Yard Waste placed outside of the Garbage Carts on any regularly scheduled solid waste collection day (excluding Christmas trees). If a scheduled collection day falls on a holiday, CONTRACTOR shall collect all solid waste left curbside on the next scheduled collection day.
- 3.1.3 Garbage shall be placed in a plastic bag prior to placing it in the garbage cart, thereby minimizing spillage or leakage
- 3.1.4 Containers, when full, should not weigh more than 75 lbs.
- 3.1.5 For each new residential account, CONTRACTOR shall mail a services brochure to the resident and/or the person that contracts for the service.
- 3.1.6 CONTRACTOR shall not cause any garbage to be spilled on any roadway due to overfilling the hopper, lifting the hopper arm containing garbage while moving, or garbage not being properly covered while traveling.
- 3.1.7 If a resident does not follow proper procedures for set out, CONTRACTOR shall issue a non-collection notice to a resident stating the reason that it was not collected.
- 3.1.8 **New Carts** – CONTRACTOR shall purchase and distribute new 96 gallon garbage carts residential solid waste and blue 65-gallon carts labeled as a recycling container recycling carts to the Residential Curbside Service Units. CONTRACTOR will remove existing carts 96 gallon solid waste and recycling carts.
  - 3.1.8.1 Each container will bear the name CITY of North Miami Beach. Vendor logos will not be permitted on the carts.
  - 3.1.8.2 CONTRACTOR shall distribute fully assembled carts to new service units that are added to the service area during the term of this contract.
  - 3.1.8.3 The carts will become the property of the CITY of North Miami Beach at the conclusion of the agreement.

3.1.9 **Stolen Carts** - Upon notification from a residential customer to the CITY or CONTRACTOR that a cart has been stolen, the CITY or the CONTRACTOR shall advise the resident to file a police report. Upon notification by the resident of the police case number to the CITY or CONTRACTOR, the cart shall be replaced without charge to the residential customer. If there is no police report, the cart shall be replaced by CONTRACTOR and paid for by the resident, such charge shall not exceed the actual cost to CONTRACTOR for the replacement. CONTRACTOR will bill and collect any such charge.

3.1.10 **Cart(s) Purchase, Distribution, Replacement and Repair** - CONTRACTOR shall be responsible for the purchase, distribution and repair of carts in the complete Service Area. CONTRACTOR shall distribute a 96 gallon cart for Solid Waste and Recycling to each new residential Service Unit within three (3) work days of the request for a cart by the resident or the CITY. CONTRACTOR shall maintain, at all times, a sufficient number of carts to ensure that all extra or replacement carts can be provided within six (6) workdays upon notification by the CITY or the customer.

3.1.10.1 Upon notification from the Residential Curbside Service Unit to the CITY or CONTRACTOR that the customer's Garbage/Recycling Cart(s) has been damaged, the CONTRACTOR shall repair, if possible, or replace said Garbage/Recycling Cart(s) with an equivalent Garbage/Recycling Cart(s) (i.e. capacity, wheels, lid, etc.), at the CONTRACTOR's own expense, within three (3) Work Days. If carts have been damaged due to customer's abuse or negligence, as determined by the CITY, the carts shall be repaired or replaced, at the expense of the customer.

3.1.11 **Off-Street Collection Service** - CONTRACTOR shall provide off-street Collection for Solid Waste and Recycling from Residential Curbside Service Units if all adult occupants residing therein are handicapped and if a request for off-street service has been made to, and approved by the CITY, in the manner required by the CITY. All requests for Off-Street Service available under this Section shall be made to the CITY with the specific need and criteria attached thereto. The CITY shall notify CONTRACTOR of any customers requiring off-street service. No additional monies shall be due to CONTRACTOR for the provisions of Off-Street Service to handicapped customers. The point of Collection for Off-Street Service shall be the back or side yard or such other location as is mutually agreeable to CONTRACTOR and the customer. In the event the appropriate location cannot be agreed upon, the CITY shall mediate the dispute and designate the location for Collection. CONTRACTOR shall provide off-street service

on the same Scheduled Collection Day that Residential Curbside Solid Waste and Recycling Collection Service would otherwise be provided to the Residential curbside Service Unit.

- 3.1.12 **Residential Curbside Bulk Waste Collection Service** - CONTRACTOR shall pick up Bulk Waste, not to exceed twenty (20) cubic yards per Residential Customer Service Unit, CITY-wide; twelve (12) times per year on one of scheduled collection days of the week that Residential Solid Waste Collection Service is provided to the Residential Customer Service Unit. If a residential property exceeds the allotted 20 cubic yards per scheduled collection or if it is not properly placed, CONTRACTOR shall not pick up the bulk items, shall tag the pile by placing a notice of options including how to have the excess bulk removed at their expense, how to properly place the material and call for removal and how the CITY Code Compliance Division will be notified of the issue. The CONTRACTOR shall notify the City Code Compliance Division and Contract Administrator within 24 hours. The City Code Compliance Division will respond within one business day to initiate the CITY's code process for the corrective action. If the bulk is, or becomes a health and/or safety concern, CONTRACTOR will be notified by the CITY to remove the debris. The CITY shall then proceed with its Code Enforcement case against said property to recover CONTRACTOR's costs, in excess of the 20 cubic yards in Exhibit 1. 20 cubic yards is defined and measured at approximately 14 feet long, 8 feet wide and 5 feet high.

Contractor agrees that any time during the initial term or during any extension of this agreement, Contractor will acquiesce to the City insourcing the bulk collection. At that time, Contractor will reduce the price by \$9.45 plus any adjustments that were added on to the base rate.

- 3.1.13 **Residential Curbside Recycling Collection Services** - CONTRACTOR shall collect, but not limit collection to, the following recovered materials: plastic containers coded 1-5, tin cans, aluminum, newspaper, junk mail, magazines, and cardboard, and removal of scrap metal from CITY drop-off locations.

3.1.13.1 Recovered materials generated at the households will be collected curbside bi-weekly. Vehicles designated for recycling will be identified as recycling vehicles and will be either covered or secured to prevent recyclables from being scattered or spilled.

3.1.13.2 Recovered materials will be kept separately stored in the container provided by CONTRACTOR. The container will be industry standard, 65 gal., a different color than the garbage container, and labeled as a recycling container.

3.1.13.3 All Recovered materials collected by CONTRACTOR will be the property of CONTRACTOR and CONTRACTOR is responsible for its removal and processing. Before processing the materials collected within City of North Miami Beach, CONTRACTOR will weigh and record the number of recyclables collected. CONTRACTOR will provide the CITY with a monthly tonnage report for each type of material recycled. The report shall be given to CITY's representative within ten days of the month end for which the data was collected. CONTRACTOR will maintain, for a period of five (5) years, copies of weight tickets which are to be made available for CITY inspection. All recovered items must be processed at an approved recycling facility. All handling and disposal shall be done in accordance with all Federal, State and local laws, standards, and requirements. CONTRACTOR is prohibited from collecting separated recyclables from a household and mixing them with garbage.

3.1.13.4 The CITY reserves the right to make necessary and reasonable changes, revisions, additions or deletions to the designated types of recovered materials.

3.1.13.5 CONTRACTOR will not collect the recycling cart if non-recovered materials have been placed inside the cart provided. If non-recovered materials are placed in the cart, CONTRACTOR will leave the materials in the cart along with instructional materials educating the customer about the recovered materials accepted in the CITY's recycling program and how to prepare those materials.

3.1.13.6 Drop Off Centers:

CONTRACTOR must operate two (2) recycling drop-off centers. Contractor will service these drop-off centers twice per week. These two unmanned drop-off centers are located at:

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

## 3.2 MULTIFAMILY COLLECTION SERVICES

3.2.1 **Multifamily Solid Waste Collection Service** - CONTRACTOR shall pick-up Solid Waste from Multifamily Service Units within the Service Area. The size of the Container(s) or Roll-Off(s) and the frequency of Collection shall be sufficient to provide that no Solid Waste shall be place outside the Container(s) or Roll-Off(s). The size of the Container(s) or Roll-Off(s) and the frequency of Collection (meeting minimum requirements contained in

the Ordinance unless less frequent service is approved by the CITY) shall be mutually agreed upon by the customer and CONTRACTOR. Collection service scheduled to fall on a holiday may be rescheduled as long as the minimum frequency requirement is met. The CONTRACTOR shall provide the Container(s) and Roll-Off(s) at the approved rental rates. Containers and Roll-Offs shall meet accepted industry standards and be maintained by CONTRACTOR as necessary to maintain efficient and sanitary services. CONTRACTOR shall notify the CITY if it is deemed necessary to increase service for a customer. The CITY reserves the right to approve or decline the service change. If the CITY approves the service change request, CONTRACTOR shall notify the customer of the increased service frequency and Rate Structure. If the CITY declines the service change request, CONTRACTOR shall continue to provide the customer the current level of service. CONTRACTOR shall collect Christmas Trees from Multifamily Service Units at no additional cost to the Multifamily Service Unit or the CITY.

3.2.1.1 **Multifamily container and/or Roll-off Replacement** Upon notification from the Multifamily Service Unit to the CITY or CONTRACTOR that CONTRACTOR damaged the customer's Container(s) and/or Roll-off(s), CONTRACTOR shall repair or replace said Container(s) and/or Roll-off(s) with an equivalent Container(s) and/or Roll-off(s) (i.e. capacity, wheels, lid, compacting device, etc.), at the CONTRACTOR's own expense, within six (6) Work Days. If carts have been damaged due to customer's abuse or negligence, as determined by the CITY, the Carts shall be repaired or replaced, at the current cost of the cart at the expense of the customer.

### 3.3 COMMERCIAL COLLECTION SERVICES

3.3.1 **Commercial Solid Waste Collection Service** - CONTRACTOR shall pick-up Solid Waste from Commercial Service Units within the Service Area. The size of the Container(s) or Roll-off(s) and the frequency of Collection shall be sufficient to provide that no Solid Waste shall be placed outside the Container(s), Garbage Cart(s) or Roll-off(s). Customer and CONTRACTOR shall determine the level of service and size of container after considering the type of business, waste generation rate and type, and other similar factors. In the event that same cannot be reasonably agreed upon, the CITY shall make the final determination in advance of the change. During the term of this Contract, a written service agreement between CONTRACTOR and the customer; in a format acceptable to the CITY, shall be entered into regarding the level and type of service to be provided, for solid waste services only. The written service agreement shall include rate information, the name and address of

the Customer, and the name and address of the contact person for the customer in a format as prescribed by the CITY in advance and a copy shall be filed with the CITY within five (5) days of execution of the written agreement. The size of the Container(s), Garbage Cart(s) or Roll-off(s) and the frequency of Collection (meeting minimum requirements contained in the Ordinance unless less frequent service is approved by the CITY) shall be mutually agreed upon by the Commercial Service Unit and CONTRACTOR. Commercial Service Units generating more Solid Waste than can be stored in three (3) Garbage Carts or generating a large percentage of waste, as determined by the CITY and CONTRACTOR, shall be required to use a Container.

Collection service scheduled to fall on a Holiday may be rescheduled as determined between the Commercial Service Unit and CONTRACTOR as long as the minimum frequency requirement is met. CONTRACTOR shall provide the Container(s) and Roll-off(s) at the approved rental rates. Containers, Garbage Carts and Roll-offs shall meet accepted industry standards and be maintained by CONTRACTOR as necessary to maintain efficient and sanitary services. CONTRACTOR shall notify the CITY if it is deemed necessary to increase service for a customer. The CITY reserves the right to approve or decline the service change. If the CITY approves the service change request, CONTRACTOR shall notify the customer of the increased service frequency and Rate Structure. If the CITY declines the service change request, CONTRACTOR shall continue to provide the customer the current level service. All Containers, Garbage Carts and Roll-offs shall be readily accessible to CONTRACTOR's crew and vehicles.

- 3.3.2 **Exclusivity Enforcement** - The CITY shall assist CONTRACTOR in enforcing the exclusivity of this Contract. In the event that CONTRACTOR determines that a commercial establishment has not contracted with CONTRACTOR for garbage collection or roll-off collection service or is not following the guidelines within the definition of recovered material's defined by the Florida Statute Section 403.7046 and this Contract, as the case may be, CONTRACTOR shall notify the CITY. The CITY shall notify the commercial establishment to cure the noncompliance. If the noncompliance is not cured, the CITY shall file an appropriate enforcement action.

### **3.4 SPECIAL DISABILITY PULL OUT SERVICE**

CONTRACTOR will be responsible to provide special pull-out services for customers who are physically disabled and who have provided required documentation to the CITY. There are presently approximately twelve (12) customers Citywide who are unable to place their cart curbside. CONTRACTOR will be responsible to bring the cart(s) to the curb for dumping and then return it to

its original placement. There will be no charge for those residents medically unable to bring their garbage cart to the curb. The CITY will certify this list annually and reserves the right to increase or decrease these numbers as may be required at no additional cost to the CITY.

### **3.5 CITY FACILITIES**

CONTRACTOR will provide for the collection of garbage, bulk trash and recyclables at all the CITY facilities, listed in Exhibit 2, **at no cost to the CITY**. CONTRACTOR provided containers are to be clearly labeled to receive garbage or recyclables. Frequency of service shall be determined between Contract Administrator and CONTRACTOR. Current City Facilities and frequency of service is listed on **Exhibit 2**.

### **3.6 SPECIAL COLLECTION SERVICES**

The CITY sponsors at least five (5) community events each year. The CITY shall notify CONTRACTOR thirty (30) days in advance of all community events. CONTRACTOR will be responsible for providing collection assistance, collection containers, and disposal services at no cost to the CITY. CONTRACTOR shall provide containers as listed below for the CITY's current annual community events. The CITY reserves the right to add additional and/or change community events during the term of this Contract.

#### **CITY Annual Events**

Snowfest - 2 (20 yd roll off)  
Monster Mash Bash – 1 (20yd roll off)  
Farm Share – twice/year - 20 yd roll off  
Snake Creek Canal with PD – 2 (20yd) roll off  
Teen Spring Clean Up – 1 -20yd roll off container

### **3.7 EDUCATION SERVICES**

CONTRACTOR shall provide the following public education services. CONTRACTOR shall provide and deliver notices or any other written materials that are specifically designed for Single Family Residential Units, Multi-Family Units and Commercial Accounts.

### **3.8 TRANSITIONAL SERVICE INFORMATION**

CONTRACTOR shall be required to print, and mail, separate from the bill, an informational piece designed by the CITY to be sent to all residents prior to the inception of service. The mailing shall include a flyer provided by the CITY to the CONTRACTOR. In the event the CITY deems any other informational piece as necessary to aid in the transition, CONTRACTOR shall be required to print and

distribute the educational information. It is agreed that CONTRACTOR may combine the informational piece herein with the annual notice and/or new customer notice unless time warrants immediate notification.

### **3.9 ANNUAL NOTICE**

CONTRACTOR shall be required to design, print, and distribute, an annual notice to all Residential Curbside Service Units, and Multifamily Service Units through Homeowners Associations within the Service Area. The notice shall include at a minimum the Scheduled Collection Days, for garbage and bulk waste schedules including maps and set out requirements for each. Contact information shall also be listed.

### **3.10 NEW CUSTOMER PACKAGE**

CONTRACTOR shall be required to design, print, and distribute, a new customer package to all Residential Curbside Service Units, and Multifamily Curbside Service Units through Owner Associations as they are added to the Service Area. The notice shall include at a minimum, the Scheduled Collection Days, for garbage and bulk waste schedules including maps and set out requirements for each. Contact information shall also be listed. The CITY shall provide written notice to CONTRACTOR of all such new customers.

### **3.11 SCHEDULE AND/OR ROUTE CHANGE NOTICE**

In the event the City Administrator or his/her designated representative(s) approves a change in schedule and/or route, CONTRACTOR shall be responsible to provide said service units with a notice. The notice shall comply with all requirements set in the Contract.

### **3.12 NON-COLLECTION NOTICE**

CONTRACTOR shall not be required to collect any Solid Waste, Bulk Waste, or Construction and Demolition Debris that do not meet the requirements in this Contract. CONTRACTOR shall affix to the Cart, a Non-Collection Notice explaining why Collection was not made. CONTRACTOR shall maintain a record of the address of any customer where Solid Waste, Bulk Waste, Recyclable Materials or Construction and Demolition Debris were not collected, the date of non-collection, and the reason they were not collected, to be provided to the CITY upon request.

### **3.13 PUBLIC AWARENESS PROGRAM**

CONTRACTOR agrees to cooperate in complying with requests of up to forty (40) hours per year from the CITY to supply Solid Waste truck and driver at public



outreach events, provided that notice of at least five (5) Work Days is given. It is understood and agreed that there shall be no charge to the CITY by CONTRACTOR for compliance with any requests to provide a demonstration Collection truck and driver in response to the CITY's request. In the event that the CITY's notice for CONTRACTOR's cooperation under this Section is less than five (5) Work Days, CONTRACTOR, at its sole discretion, may agree to provide the requested demonstration truck and driver.

### **3.14 HOURS OF COLLECTION**

**3.14.1 Residential Curbside Collection Services** - Residential Services shall be made with a minimum of noise and disturbance commencing no earlier than 7:00 a.m., EST and terminating no later than 5:00 p.m., EST Monday through Saturday. The hours and/or days of Collection may be extended with the prior written consent of the CITY.

**3.14.2 Multifamily Collection Services** - Multifamily Residential Services shall be made with a minimum of noise and disturbance commencing no earlier than 7:00 a.m., EST and terminating no later than 5:00 p.m., EST Monday through Saturday. The hours and/or days of Collection may be extended with the prior written consent of the CITY.

**3.14.3 Commercial Services** - Commercial Services shall be made with a minimum of noise and disturbance and shall be provided between the hours of 7:00 a.m., EST and 5:00 p.m., EST Monday through Sunday. The hours and/or days of Collection may be extended with the prior written consent of the CITY. Services shall not be provided prior to 7:00 a.m., EST on any Commercial Service Units that abut Residential Curbside Service Units or Multifamily Service Units unless such service is requested in writing or approved by the City Administrator or his/her designated representative(s). In the event a resident in a residential area complains about collection noise, the CITY and CONTRACTOR will evaluate the circumstances of the complaint on a case-by-case basis and attempt to resolve same within the structure of current collection practices, schedules and routes. If the parties are unable to do so, the CITY shall determine a reasonable resolution such that CONTRACTOR shall adhere to same without added expense or change in rates.

### **3.15 APPROVED RATE STRUCTURE**

The rates shown in **Exhibit 1** shall apply to all Residential Curbside Service Units, Multifamily Service Units and Commercial Service Units, respectively, within the corporate limits of the CITY as well as any areas annexed into the CITY subsequent to the commencement of this Contract.

### **3.16 FRANCHISE FEES PAYMENTS**

The Franchise Fees shall be paid as follows:

- 3.16.1 CONTRACTOR shall pay the Franchise Fee to the CITY on or before the twentieth (20<sup>th</sup>) day of each month for the term of the Contract.
- 3.16.2 Subject to applicable law, no acceptance by the CITY of any Franchise Fee shall be construed as an accord that the amount paid is in fact the correct amount, nor shall such acceptance of payment be construed as a release of any claim the CITY may have for additional sums payable. The Franchise Fee payment is not a payment in lieu of any other tax, fee, or assessment.
- 3.16.3 In the event that a Franchise Fee payment is not received by the CITY on or before the due date set forth in the Contract, or is underpaid, the CITY reserves the right to retain funds from its payment to CONTRACTOR or require CONTRACTOR to forfeit the prior month's collection consistent with this Contract.

### **3.17 CUSTOMER BILLING**

- 3.17.1 **Residential and Multi-Family Billing** - Under this Contract the CITY shall submit bills to residential and multi-family customers in the service area; and pay CONTRACTOR for the services it provides in the service area in compliance with the requirements in this Contract. The CITY and the Customers shall not have any obligations to pay any fees, charges, costs, or other sums to CONTRACTOR unless such payment is explicitly required in this Contract. In all cases, the CITY shall have sole authority to determine whether the extent to which CONTRACTOR is entitled to payment or services it provided under this Contract.
- 3.17.2 **Commercial Billing** - Under this Contract CONTRACTOR is hereby designated the agent and representative of the CITY for the billing and collection payments for Commercial Services/Roll-off for the services it provides in the service area in compliance with the requirements in this agreement. CONTRACTOR shall invoice those entities receiving Commercial Collection Services/Roll-off on a monthly or otherwise agreed basis.
  - 3.17.2.1 CONTRACTOR shall pay to the CITY, the Franchise Fee and Solid Waste Fee collected for Commercial Services/Roll-off on or before the twentieth (20<sup>th</sup>) day of each month for the term of the Contract.
- 3.17.3 **Special Collection Services** - CONTRACTOR shall be responsible for the billing and collection of payments for special collection services such as

locks for containers, backdoor/side of house service, additional bulk waste collections, etc., Special Collection Services shall be billed in accordance with the Rate structure. Special collection services for current and future CITY facilities shall be provided at the request of the CITY facilities and at the expense of CONTRACTOR.

**3.18 DELINQUENT ACCOUNTS**

3.18.1 For monthly billing in which CONTRACTOR invoices and collects, an account shall be delinquent once a service unit fails to pay the billed amount for Collection Services within a period of one (1) month. For annual billing, an account shall be delinquent once the due date lapses on the bill. CONTRACTOR may request authorization from the City Administrator or his/her designated representative(s) to stop service; however, the City Administrator or his/her designated representative(s) reserves the right to deny or approve said request.

3.18.2 CONTRACTOR shall be solely responsible for collections from delinquent accounts in which they invoice and collect from other than the CITY.

**3.19 DISPOSAL ELEMENT ADJUSTMENT**

For all Disposal Rates requested herein, the rates initially established are the maximum amounts that the Contractor may charge. Each year on October 1st during the Contract, the Disposal Rates shall be adjusted upward or downward to reflect the percentage change in the Contract Rate Disposal Fee for permitted haulers and municipalities as published by the Miami-Dade County Department of Solid Waste Management. The initial Disposal Rate adjustment, if any, shall not be considered until October 1, 2022.

In order for CONTRACTOR to receive a disposal rate adjustment, as set forth below, based on a change in the Disposal Charge per ton, CONTRACTOR must provide, in a manner that is acceptable to the CITY, evidence of the change in the Disposal Charge. The CITY shall approve the request in accordance with the generation factors below to be effective on the date of the change in the Disposal Charge at the Designated Disposal Facility.

**Residential Collection Service** – The Residential Collection Service Monthly Unit Rate includes collection, disposal and processing cost. The Generation factor is broken down into the three following waste streams:

- Residential Municipal Solid Waste Generation – 1.4 tons per year per unit
- Residential Yard trimmings / Bulk Generation – 1.0 tons per year per unit
- Residential Recycling Generation 0.30 tons per year per unit

Disposal and Processing components of the residential rate are based on the following fees:  
Miami Dade County Solid Waste Disposal and Transfer Fee \$80.58 a ton

Miami Dade County Bulk Disposal Fee	\$66.12 a ton
Recycling Processing Fee	\$80.00 a ton

Any increase in these fees will result in a direct pass through of equal percentage to the corresponding disposal or processing unit cost below.

Residential Single Family Unit Rate Curbside

Collection	\$21.21 per unit
Solid Waste Disposal	\$9.67 per unit
Bulk Waste Disposal	\$6.00 per unit
Recycling processing	\$2.00 per unit
<b>Total</b>	<b>\$38.88 per unit</b>

Residential Single Family Unit Rate Alleyway

Collection	\$23.99 per unit
Solid Waste Disposal	\$9.68 per unit
Bulk Waste Disposal	\$6.00 per unit
Recycling processing	\$2.00 per unit
<b>Total</b>	<b>\$41.67 per unit</b>

**Multifamily and Commercial Collection Service** -The Multifamily Collection Service and the Commercial Collection Service monthly rate includes collection and disposal. The Disposal Rate excluding Compactors is based on the Disposal Charge per ton, the size of the Container, the frequency of Collection, and the "Weight Per Cubic Yard Factor". The Weight Per Cubic Yard Factor” is currently 120 lbs. per cubic yard. Any approved change in the per ton Disposal Charges will result in a corresponding change in the Disposal Rate based on the following

Disposal components of the Multifamily and Commercial Collection rates are based on the following fee:

Miami Dade County Solid Waste Disposal and Transfer Fee	\$80.58 a ton
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Any increase in this fee will result in a direct pass through of equal percentage to the corresponding solid waste disposal unit rate below.

Multifamily and Commercial Collection Non Compaction Yardage Rate

Collection	\$11.09 per cubic yard
Solid Waste Disposal	\$4.84 per cubic yard
<b>Total</b>	<b>\$15.93 per cubic yard</b>

Multifamily and Commercial Collection Compaction Yardage Rate

Collection	\$17.89 per cubic yard
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Solid Waste Disposal	\$12.09 per cubic yard
<b>Total</b>	<b>\$29.98 per cubic yard</b>

### 3.20 ANNUAL RATE ADJUSTMENT

3.20.1 Beginning on June 1, 2023, and annually thereafter, seventy-seven and a half percent (77.5%) of the Collection Rates shall be adjusted upward or downward to reflect any changes in the cost of providing Sanitation Services due to inflation or deflation during the previous year. Specifically, the Collection Rates shall be adjusted by an amount that is equal to the percentage change in the Consumer Price Index - Water and Sewer and Trash Collection Services (CPI-WST), during the most recent twelve (12) consecutive month period (March to March). The Percentage change in the CPI-WST shall be calculated by using the following formula:

$$\text{PC} = \text{CPI-WST1 divided by CPI-WST2, minus 1.0} \times 100$$

**Where:**

- o **PC is the percentage change in the CPI-WST from one calendar year to the next**
- o **CPI-WST1 is the index rate for ~~June~~ March of the current year**
- o **CPI-WST2 is the index rate for the ~~June~~ March of the previous year**

Notwithstanding anything else contained herein, a single CPI-WST adjustment shall not exceed five percent (5%) for Residential Customers and three percent (3%) for business customers. There shall be no “catch up” adjustment to the rates in future years (i.e., there will not be an adjustment to the Collection Rates in the future to offset or mitigate the effect of the five percent (5%) or three percent (3%) cap in a year when the CPI-WST index exceeded five percent (5%) or three percent (3%)).

Notwithstanding anything else contained herein, there **WILL NOT** be a CPI-WST adjustment to the Collection Rates unless CONTRACTOR delivers a written request for an adjustment to the CITY prior to April 30<sup>th</sup> of the current year. If CONTRACTOR fails to make a timely request for an adjustment, there shall be no adjustment of the current year. Further, there shall be no “catch up” adjustment to the Collection Rates in the future to off-set or mitigate the effect of failing to request an adjustment. No notice is required, and the adjustment shall automatically apply if the CPI-WST decreases during the percentage change period.

3.20.2 CONTRACTOR may petition the CITY to adjust CONTRACTOR’s Collection Rates based upon unusual and unanticipated increases in the cost of doing business limited to a change in the law or regulation "Change in Law". Any such request shall be supported by full documentation establishing the increase in the operating costs and the reasons, therefore.

The CITY shall be entitled to audit CONTRACTOR's request in order to verify the increase in costs and the reasons, therefore.

3.20.2.1 "Change in Law" means (I) the adoption, promulgation, or modification after the date of this Agreement of any law, regulation, order, statute, ordinance, rule, or judicial decision affecting the contract or any part thereof that was not adopted, promulgated, or modified on or before the date of this Agreement, or (II) the imposition of any material conditions in connection with the issuance, renewal, modification of any permit, license or approval after the date of this Agreement which in the case of either (I) or (II) establishes requirements affecting CONTRACTOR's operation under this Agreement more burdensome than the requirements that are applicable to CONTRACTOR and in effect as of the date of this Agreement. A change in any federal, state, county, or other tax law or workers compensation law shall not be a "Change of Law." However, in the event that a federal, state, or local entity imposes a fee, charge or tax after the date of this Agreement that applies to CONTRACTOR's operations per se, such fee, charge, or tax shall be treated as a Change in Law.

3.20.3 CONTRACTOR's REQUEST must be made within one hundred and twenty (120) days of the occurrence of such unusual change or cost and shall contain reasonable proof and justification to support the need for rate adjustment. The City Commission may request from CONTRACTOR, and CONTRACTOR shall provide, such further information within its possession as may be reasonably necessary in making its determination. The City Commission shall approve or deny the request, in whole or in part, within sixty days (60) days of receipt of the request and all other additional information required by the City Commission.

3.20. CONTRACTOR shall supply the CITY with such further information as may be reasonably necessary to make the calculations to determine the annual adjustment.

3.20.5 The parties have agreed that the Collection Rates herein shall not be subject to a separate surcharge for fuel increases. Notwithstanding that understanding, the parties have agreed that the actual cost of No. 2 Diesel Fuel shall be considered for an annual adjustment to the Collection Rates herein. Beginning on June 1, 2023, and annually thereafter, twenty-two and a half percent (22.5%) of the Collection Rates shall be adjusted upward or downward to reflect any changes in the actual retail cost of No. 2 Diesel Fuel as published by the Energy Information Administration of the US Department of Energy ("EIA/DOE") website that reports average retail prices of diesel fuel for the "Lower Atlantic" United States on a weekly basis.

Notwithstanding anything else contained herein, a single fuel adjustment shall not exceed five percent (5%) for Residential Customers and three percent (3%) for business customers. There shall be no “catch up” adjustment to the rates in future years (i.e., there will not be an adjustment to the rates in the future to offset or mitigate the effect of the five percent (5%) or three percent (3%) cap in a year when the No. 2 Diesel Fuel Retail Prices exceeded five percent (5%) or three percent (3%)).

Notwithstanding anything else contained herein, there **WILL NOT** be a fuel adjustment to the Collection Rates unless CONTRACTOR delivers a written request for an adjustment to the CITY prior to April 30<sup>th</sup> of the current year. If CONTRACTOR fails to make a timely request for an adjustment, there shall be no adjustment of the current year. Further, there shall be no “catch up” adjustment to the Collection Rates in the future to off-set or mitigate the effect of failing to request an adjustment. No notice is required, and the adjustment shall automatically apply if the No. 2 Diesel Fuel Retail Prices decrease during any Contract year.

## **SECTION 4: SCHEDULES AND ROUTES**

### **4.1 SCHEDULES AND ROUTES TO CITY**

CONTRACTOR shall submit a proposed route and schedule to be approved by the City Administrator or his/her designated representative(s) no later than ninety (90) calendar days prior to June 1, 2022.

The City Administrator or his/her designated representative(s) reserves the right to deny CONTRACTOR's vehicles access to certain streets, alleys, bridges and public ways, inside the CITY or outside the CITY in route to Designated Disposal Facilities where it is in the best interest of the general public to do so due to conditions of streets and bridges. CONTRACTOR shall use best efforts to not interrupt the regular schedule and quality of service because of such street closures.

In the event of a change in residential routes or schedules that will alter the day of Collection, CONTRACTOR shall have said changes approved by the City Administrator or his/her designated representative(s) not less than sixty (60) calendar days prior to the change. In accordance with Section 3.11, of this Contract CONTRACTOR shall bare all expenses for public education in the event of a change in residential routes (i.e., postage, copies, et cetera).

### **4.2 HOLIDAY PICK-UP SCHEDULE**

Solid Waste and Bulk Waste Collection will not occur on Work Days that the Designated Disposal Facility is closed. Collections that would normally occur on Work Days that the Designated Disposal Facility is closed shall occur on the next regularly scheduled solid waste or bulk waste pick up day.

The CONTRACTOR is not expected to provide service on Christmas Day or on Thanksgiving Day or any day that the designated facility is closed. If a residence is skipped because of Christmas Day or Thanksgiving Day, pick-up will occur on the next scheduled pickup day. Additional garbage may be set out on that day, in sealed plastic bags comparable to one 96-gallon container.

## **SECTION 5: EMERGENCY SERVICE PROVISIONS**

In an emergency event such as a hurricane, tornado, major storm, natural disaster, or other such event, the City Administrator or his/her designated representative(s) may grant CONTRACTOR a variance from regular routes and schedules. Such variances shall be submitted in writing to the City Administrator or his/her designated representative(s), and if requested by the City Administrator or his/her designated representative(s), CONTRACTOR shall furnish a map depicting such routes. CONTRACTOR shall notify the City Administrator or his/her designated representative(s) on a daily basis indicating what portion of each designated route was completed that day. In addition, CONTRACTOR shall notify the City Administrator or his/her designated representative of completion of each route during such event. As soon as practicable after such event, CONTRACTOR shall advise the City Administrator or his/her designated representative(s) when it is anticipated that normal routes and schedules can be resumed.

## **SECTION 6: CONTRACTOR'S RELATION TO CITY**

### **6.1 CONTRACTOR REPRESENTATIVE**

CONTRACTOR shall cooperate with the CITY in every reasonable way in order to facilitate the progress of the work contemplated under this Contract. As such, CONTRACTOR shall have a minimum of three (3) competent and reliable representatives on duty that are authorized to receive orders and to act on behalf of CONTRACTOR. CONTRACTOR agrees that the CITY shall have twenty-four (24) hour access to said representatives via a non-toll call and email from the CITY. Answering machines, pagers or other devices that do not provide for immediate contact with CONTRACTOR's said representatives shall not meet the requirements of this Section.

### **6.2 INDEPENDENT CONTRACTOR**

It is expressly agreed and understood that CONTRACTOR is in all respects an independent contractor as to the work. Even though in certain respects, CONTRACTOR may be required to follow the direction of the City Administrator or his/her designated representative(s), CONTRACTOR is in no respect an agent, servant or employee of the CITY.



### **6.3 SUPERVISION OF CONTRACT PERFORMANCE**

The City Administrator or his/her designated representative(s) is hereby designated as the public official responsible for the administration of this Contract by the CITY, and, in such capacity, they are charged with the overall, general supervision of CONTRACTOR's performance hereunder. CONTRACTOR shall diligently work with the City Administrator or his/her designated representative(s) to formulate and to adopt guidelines and procedures to facilitate the supervision and review of its performance by the City Administrator or his/her designated representative(s) and their staff. CONTRACTOR shall not be required to comply with instructions or directions from any City official except the City Administrator or his/her designated representative(s) unless such other official has been delegated in writing by the City Administrator or his/her designated representative(s) to perform specified administrative functions under this Contract.

### **6.4 COMPLAINTS AND MISSED COLLECTION REPORT**

CONTRACTOR shall maintain an accurate and up-to-date log of date, time, and address of all complaints received and missed collections; the disposition thereof, actions taken to resolve the complaint or missed collection, and the date and time the complaint or missed collection was resolved. CONTRACTOR shall provide the CITY with access to the complaint log to the CITY in the form of a monthly report in Microsoft Excel or in an alternative computer program selected by the CITY at a monthly meeting between the CITY and CONTRACTOR, or upon request by the CITY. The CITY reserves the right to correct a complaint if the complaint is not corrected within twenty-four (24) hours of notification to CONTRACTOR. If CONTRACTOR fails to provide the above data or additional data requested by the CITY, the CITY reserves the right to withhold payment for services or impose the liquidated damage provided in Sections 8 and 9.

### **6.5 QUARTERLY AND ANNUAL OPERATIONS REPORT**

CONTRACTOR shall provide to the CITY three (3) quarterly reports and one (1) annual operations report identifying each service, additional service, weigh ticket, etc. as provided for Residential Curbside Service Unit, Multifamily Service Unit, or Commercial Service Unit. Quarterly operation reports shall be submitted to the CITY no later than the fifteenth (15th) day of the months of October, January and April and shall be in the form of an executive summary. Said reports shall be provided in Microsoft Excel format. The annual operations report shall be submitted to the CITY no later than the fifteenth (15th) of July annually. Operational reports shall outline the following information for the preceding month or year as applicable: (1) Count of service units by billing class, (2) Container count by customer class and Container Size/Frequency, (3) Multifamily and Commercial customer report including name, address, container size, collection frequency, and monthly bill amount, (4) list of weight tickets for Solid Waste collected in the CITY including route number, customer

class, truck type, date, and Solid Waste quantity, (5) summary of Additional Services subject to Franchise Fee provided by CONTRACTOR, and associated revenues obtained, and (6) delinquent accounts list. CONTRACTOR shall maintain the weight tickets from the Designated Disposal Facility for the Collection of Solid Waste, Bulk Waste, or other materials from Residential Service Units or Commercial Service Units delivered from the CITY. If CONTRACTOR fails to provide the above data or additional data requested by the CITY, the CITY reserves the right to withhold payment for services as provided in the Contract, and such non-compliance may be considered a breach of contract by CONTRACTOR, as provided in this Section 6.9.

## **6.6 AUDIT AND INSPECTION OF WORK RIGHTS**

CONTRACTOR shall, during the term of this Contract, maintain records and accounts of all transactions that result from doing business pursuant to this Contract for the length of the Contract including renewals, utilizing a computerized record-keeping program that is capable of club accounting. Such records shall include complete and legible daily attendance and enrollment records. CONTRACTOR shall also keep financial records so as to satisfy generally accepted accounting procedures. These records shall include a statement of revenues and expenses ("the Revenue/Expense Statements"), identifying the source of the revenues, and shall be provided to the CITY monthly, along with documentation of the time period represented by each payment. CONTRACTOR shall maintain a record of addresses served pursuant to this Contract, which shall include the level of service associated with each address. Such books and records shall be made available to CITY for inspection, review and auditing during regular hours on Business Days, with the exception of Holidays, without advance notice.

CONTRACTOR shall provide access to all of its records which relate directly or indirectly to the Agreement at its place of business during regular business hours. CONTRACTOR shall retain all records pertaining to the Contract and upon request make them available to the CITY for three (3) years following expiration of the Agreement. CONTRACTOR agrees to provide such assistance as may be necessary to facilitate the review or audit by the CITY to ensure compliance with applicable accounting and financial standards at no cost to the CITY.

## **6.7 FACILITY INSPECTION RIGHTS**

The CITY may, at reasonable times during the term hereof, inspect CONTRACTOR's facilities and perform such inspections, as the CITY deems reasonably necessary, to determine whether the services required to be provided by the CONTRACTOR under this Contract conform to the terms hereof and/or the terms of the solicitation documents, if applicable. CONTRACTOR shall make available to the CITY all reasonable facilities and assistance to facilitate the performance of inspections by the CITY's representatives.

## **6.8 LIABILITY FOR DELAYS OR NON-PERFORMANCE DUE TO UNUSUAL CIRCUMSTANCES**

It is expressly agreed that in no event shall the CITY be liable or responsible to CONTRACTOR, or to any other person, on account of any stoppage or delay in the work herein provided for, by injunction or other legal or equitable proceedings brought against the CITY or CONTRACTOR, or on account of any delay from any cause over which the CITY has no control. CONTRACTOR shall not be responsible for delays or non-performance of the terms and provisions of this Contract where such delays or non-performance are caused by events or circumstances beyond the control of CONTRACTOR. CONTRACTOR shall not be entitled to compensation for such period of time as the delay or non-performance shall continue but will be entitled to pro-rata compensation once said work has been completed. In the event of a strike of the employees of CONTRACTOR, or any other similar labor dispute which makes performance of this Contract by CONTRACTOR substantially impossible, CONTRACTOR agrees that the CITY shall have the right to call the bond hereinafter described within one (1) week of such action and engage another person, firm or corporation to provide necessary services with the bond proceeds applied to pay any difference between the Contract price in effect and the costs charged by the successor company. In the event the bond is called, the CITY will first call and use the cash/surety bond posted by CONTRACTOR.

## **6.9 BREACH OF CONTRACT**

If, in the opinion of the City Administrator or his/her designated representative(s), there has been a material breach of Contract, the City Administrator or his/her designated representative(s) shall notify CONTRACTOR, in writing, specifying the basis and reason in which there has been a breach of Contract. If, within a period of five (5) calendar days from the date of the notice, CONTRACTOR has not eliminated or otherwise cured the conditions considered to be a breach of Contract, the City Administrator or his/her designated representative(s) shall so notify the City Commission in writing, and a public hearing shall be set for a date within fifteen (15) calendar days of such notice to the City Commission. On the date of the hearing, the City Commission shall hear from CONTRACTOR and the City Commission shall make a final determination as to whether or not there has been a breach of Contract and direct what further action shall be taken by the CITY, as hereinafter provided. Pending resolution of the alleged breach, CONTRACTOR shall be governed by the provisions of Section 19.

## **6.10 TERMINATION FOR CAUSE**

If CONTRACTOR fails to begin work at the time specified, or discontinues the prosecution of the work, or any portion thereof, for any cause not excused as provided herein, and the City Commission makes a final determination that a breach has occurred, and if CONTRACTOR fails to cure such default within five (5) Business Days after the receipt of such notice from the City Commission, the CITY

may thereupon, by action of the City Commission, declare the Contract terminated and in default within ninety (90) days of said default. Upon such declaration of cancellation or breach, the CITY may take over the work or any portion thereof or engage another firm to take over the work or any portion thereof. The CITY shall pay CONTRACTOR for any payments due for services rendered by CONTRACTOR prior to termination of the Contract. Such cancellation of the Contract shall not relieve CONTRACTOR or the cash/surety of liability for failure to faithfully perform this Contract, and, in case the expense incurred by the CITY in performing or causing to be performed the work and services provided for in said Contract shall exceed the sum which would have been payable under this Contract, then CONTRACTOR, and the cash/surety, to the extent of its obligation, shall be liable to the CITY in the amount of any such expenses in excess of the Contract price. The CITY may apply the cash bond in its possession toward any and all damages incurred as a direct or indirect result of failure by CONTRACTOR to properly perform its obligations under this Contract and it may look to the cash/surety, CONTRACTOR and any guarantor for additional damages. CONTRACTOR's cash/surety or security will not be released until such time as the term of this Contract otherwise expires.

## **SECTION 7: CUSTOMER RELATIONS**

### **7.1 CUSTOMER SERVICE**

CONTRACTOR shall develop a Customer Service Program focusing on elimination of repeated customer complaints/requests.

7.1.1 CONTRACTOR shall provide a local area code number for customer inquiries. Alternatively, the CITY shall forward the Sanitation phone line to CONTRACTOR's local number which shall be managed by CONTRACTOR.

7.1.2 Customer service must be able to handle Spanish and Creole speakers and announcements

7.1.3 CITY shall not be liable for interruptions caused by failure of equipment or services, failure of communications, power outages, or other interruption, nor shall the CITY be liable for any performance deficiencies caused or created by the phone line transfer.

7.1.4 CONTRACTOR will develop a portal that allows the CITY to access any service-related issue.

### **7.2 OFFICE HOURS**

CONTRACTOR shall take all reasonable steps and do all things necessary to ensure good and harmonious customer relations in the CITY. CONTRACTOR

agrees that it shall have telephone service via a non-toll call from the CITY. The non-toll telephone service shall be listed in the name in which the company is doing business as CONTRACTOR. The telephone service shall be staffed from 7:00 a.m., EST till 5:30 p.m., EST, Monday through Friday, by CONTRACTOR's employee(s), whom shall be familiar with the CITY. Answering machines, pagers or other devices that do not provide for immediate contact with CONTRACTOR's employee(s) shall not meet the requirements of this Section.

### 7.3 COMPLAINT HANDLING

In the case of complaints regarding collection service or any related activities, CONTRACTOR will, upon being notified of the complaint, resolve the complaint in a timely manner.

7.3.1 CONTRACTOR will provide for prompt handling of complaints by maintaining an office staff that will receive, record, and handle such complaints. Such staff will be available during the hours of 7 a.m. until 5:30 p.m., Monday through Friday. During after hours, weekends, and holidays, CONTRACTOR must make available a local message service to record citizen complaints.

7.3.2 CONTRACTOR will see to it that its employees serve the public in a courteous, helpful, and impartial manner. The listing and confirmation of resolution of complaints must be submitted to the CITY's Project Manager in a format approved by the CITY on first day of each month.

7.3.3 CONTRACTOR is expected to maintain a log for all complaints and the actual or planned resolution(s). The report format is to be approved by the CITY's Project Manager prior to the award of the contract. **The objective of this section is the resolution of 98% of all complaints within 24 hours of the complaint.**

### 7.4 MISSED COLLECTIONS

If the Collection of any Residential Service Unit or Commercial Service Unit is missed during the regular route Collection, CONTRACTOR shall ensure that the missed collection shall be picked up on the same day if notification was received by CONTRACTOR from the CITY or customer before 12:00 p.m., EST, otherwise the missed collection shall be picked up before 3:00 p.m., EST on the next Work Day after such notification from CITY or customer. Any deviation from the requirements of this provision must be approved by the City Administrator or his/her designated representative(s). If CONTRACTOR fails to comply with this provision, or any of the terms and conditions of the Contract, the CITY reserves the right to ensure that the collection is made, either with its own force or an outside source, and to charge all costs, plus reasonable overhead, to CONTRACTOR. Late set outs will not be counted as missed collections.

7.4.1 CONTRACTOR shall refuse to collect residential or commercial waste from a customer if CONTRACTOR believes that the waste is non-conforming e.g.: hazardous, radioactive or biomedical Waste). In such cases CONTRACTOR shall place a Non-Collection notice on the container. At a minimum, the notice shall contain the following information: the issuance date, CONTRACTOR's reason for not providing the service, information advising the customer how to correct the problem, and a telephone number to call if the customer has any further questions. The CONTRACTOR will promptly notify the City Administrator when a non-conforming location is noticed.

## **7.5 SPILLAGE AND LITTER**

CONTRACTOR shall not be responsible for cleaning up sanitary conditions around Garbage Cans, [Garbage Carts,] Containers, Roll-off Containers, caused by the carelessness of the customer; however, CONTRACTOR shall clean up any Solid Waste, Bulk Waste, or other refuse materials including leakage of fluids spilled from Garbage Cans, [Garbage Carts,] Containers, Roll-off Containers, and Collection vehicles by the CONTRACTOR, CONTRACTOR's vehicles or CONTRACTOR's employees. During transport, all Solid Waste shall be contained, covered or enclosed so that leaking, spilling and blowing of the Solid Waste, Bulk Waste, or other refuse materials is prevented. CONTRACTOR shall be responsible for the cleanup of any spillage or leakage caused by the CONTRACTOR, CONTRACTOR's vehicles or CONTRACTOR's employees. Said cleanup shall be done at the CONTRACTOR(s) expense within twenty-four (24) hours of the spillage or leakage.

## **SECTION 8: LIQUIDATION DAMAGES**

CONTRACTOR will be assessed liquidated damages as outlined below:

- A. If CONTRACTOR proves to be more than two (2) working days (excluding Saturday and Sunday) behind schedule for trash pickup, the CITY reserves the right to charge CONTRACTOR the sum of five hundred dollars (\$500) per day for each residential or commercial accounts until CONTRACTOR demonstrates that it is back on schedule. Charges of \$250/day will apply for special pick-ups.
- B. CONTRACTOR will provide the requested container to each household within three (3) working days of receiving notice from the CITY. Failure of the CONTRACTOR to deliver the container within (3) days will result in liquidated damage of one hundred dollars (\$100.00) per day/per household and two hundred and fifty (\$250) per day/commercial account.

- C. If a collection is missed and the commercial account or household notifies the CITY, the CITY will notify CONTRACTOR who will return to collect the materials. In all cases, the missed collection will be handled within 24 hours of notification or during the next scheduled work shift, whichever is sooner. CONTRACTOR will be assessed liquidated damages of one hundred dollars (\$100.00) for each missed household pickup and two hundred and fifty (\$250) for each commercial pick-up that is not resolved within 24 hours in the form of a deduction from the proceeds due from the CITY. The City Manager or designee will be in charge of assessing liquidated damages.
- D. Failure to clean spillage (oil, hydraulic fluid, garbage, trash, etc.) on the day that the spillage occurs will result in CONTRACTOR being assessed liquidated damages of fifty dollars (\$50) per incident per day.
- E. Failure to repair damage to public or private property within five (5) calendar days or within the timeframe approved by the CITY, CONTRACTOR will be assessed at a liquidated damage of fifty dollars (\$50) per incident per day.
- F. Failure to maintain a collection vehicle or equipment in a clean and sanitary manner shall result in the imposition of an assessment of one hundred dollars (\$100) per incident per day.
- G. Failure to have a vehicle properly licensed or failure of the operator to carry his license while on duty shall result in a one hundred dollars (\$100) assessment per day.
- H. Collections outside the hours specified in this agreement, without prior approval of the Project Manager, shall result in a one hundred dollars (\$100) assessment per incident per calendar day.
- I. If CONTRACTOR mixes recyclables and Garbage, CONTRACTOR may be assessed at a liquidated damage of two hundred fifty dollars (\$250) per incident per day.
- J. If CONTRACTOR fails to utilize a fleet that fully complies with all vehicle requirements, CONTRACTOR may be assessed at a liquidated damage of one hundred dollars (\$100) per incident per day.
- K. If CONTRACTOR does not comply with the agreed upon safety plan, CONTRACTOR shall result in the imposition of an assessment of two hundred fifty dollars (\$250) per incident per day.

- L. If CONTRACTOR's personnel fail to maintain the required behaviors, CONTRACTOR shall resolve in the imposition of an assessment of two hundred dollars (\$200) per incident.
- M. Failure to provide required reports shall resolve in the imposition of an assessment of one hundred dollars (\$100) per incident per day.

**SECTION 9: PAYMENT WITHHELD/FORFEIT PRIOR MONTH'S COLLECTIONS**

In accordance with express provisions elsewhere contained in this Contract, the CITY may withhold from any payment otherwise due CONTRACTOR, or, CONTRACTOR shall remit such amount as determined necessary to protect the CITY's interest, or, if it so elects, may withhold or retain all or a portion of any monthly payment or CONTRACTOR shall forfeit the prior month's collections on the following:

- 1) Failure to remit Franchise Fee;
- 2) Defective work not corrected;
- 3) CONTRACTOR's failure to carry out instructions or orders of the CITY or its representative;
- 4) Execution of work not in accordance with the Contract;
- 5) Failure of CONTRACTOR to make payments to any subcontractor for material or labor;
- 6) Unsafe working conditions allowed to persist by CONTRACTOR;
- 7) Failure of CONTRACTOR to provide route schedules, and other reports as required by the CITY;
- 8) Use of any subcontractors without the CITY's prior written approval.

When the above grounds are removed, payment shall be made for amounts withheld because of them and the CITY shall not be liable for interest on any delayed or late payment. The CITY's right to withhold payments under this Section will be reasonable in light of the nature of the claim, amount of available insurance and performance bond pursuant to this Contract.

**SECTION 10: PERFORMANCE BOND**

CONTRACTOR shall furnish to the CITY at CONTRACTOR's own cost, for the initial term and each extension, an irrevocable Performance Bond, in form and content approved



by the City Attorney and as attached to this Contract as **Exhibit 3** for the faithful performance of this Contract and all of its obligations arising hereunder in the amount of one hundred (100%) percent of the first-year contract value. Said bond shall be rated "A+" or better as to management and "FSC XV" or better as to the strength by Best's Insurance Guide or Surety; shall be listed on the U.S. Treasury Department's list of acceptable sureties for federal bonds or bonding limits shall not exceed 20% of its policy surplus (capital & surplus) as listed in Best's Insurance Guide; and, Surety shall have been in business and have a record of successful and continuous operation for at least five years; further, all bonds shall contain all provisions required by §255.05, Florida Statutes, guarantee the performance of the Contract and serve as security for the payment of all persons performing labor and furnishing materials in connection with the Contract. CONTRACTOR shall furnish to the CITY proof of such bond within ten (10) calendar days after the execution of this Contract. Such proof shall include a statement that the policy or bond may not be canceled or altered without at least thirty (30) calendar days prior notice to the CITY.

Maintenance of said bond and the performance by CONTRACTOR of all of the obligations under this paragraph shall not relieve CONTRACTOR of liability under the default or breach of contract provisions set forth in this Contract or from any other liability as a result of any material breach hereunder. The Performance Bond may be "called" in the event of any default or breach of contract hereunder by CONTRACTOR. The calling of the Bond shall in no manner restrict or preclude any additional or further remedies available to the CITY against CONTRACTOR for breach of contract, default or damages hereunder.

In the event of a drawdown of the Performance Bond, CONTRACTOR shall fully replenish the Performance Bond within thirty (30) days.

Or

CONTRACTOR shall be required to provide an annually-renewed Performance Bond within ten (10) calendar days after this Contract's anniversary date each year of the Contract. If the value of the contracted work increases, CONTRACTOR shall be required to provide an updated Performance Bond in an amount equal to the new value.

CONTRACTOR shall cause to be obtained a corporate guaranty of PARENT COMPANY ("Guarantor"), whereby the Guarantor shall guaranty all of the obligations of the CONTRACTOR under this Contract. The form of the guaranty is attached hereto as **Exhibit 3**.

## **SECTION 11: EQUIPMENT AND PERSONNEL**

CONTRACTOR hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Contract with CONTRACTOR, that CONTRACTOR currently owns a fleet of automated trucks, grapple, rear loaders and front end loaders, as more specifically described in Exhibit 5, to perform the services requested herein immediately upon execution of this Contract.

### **11.1 VEHICLES AND COLLECTION EQUIPMENT**

CONTRACTOR shall provide and maintain and have available at all times the necessary amount of Collection trucks and equipment to perform the work as specified herein. During severe storms and emergencies, CONTRACTOR shall have sufficient vehicles, personnel, Containers, and other necessary equipment in order to meet the needs of the CITY.

### **11.2 DEDICATED EQUIPMENT**

Equipment used to provide service pursuant to this Contract shall not mix materials from the Service Area with materials from outside of the Service Area. In the event of a mechanical breakdown, CONTRACTOR may utilize a truck from another municipality with the sole purpose of the continuance of service to the CITY. In the event of such breakdown, CONTRACTOR shall notify the CITY within 12 hours of such event. In the event that the CONTRACTOR mixes material (except as stated above), the CITY reserves the right to retain funds from its payment to the CONTRACTOR or require the CONTRACTOR to forfeit the prior month's collection consistent with this Contract.

### **11.3 RESIDENTIAL EQUIPMENT**

Within two (2) years of the effective date of this Contract, CONTRACTOR shall purchase four (4) new and unused, automated side load trucks and one (1) new and unused, rear-load truck equipped with dual cart tippers, to be used to perform both garbage and recycling services within the CITY pursuant to the Residential Curbside Collection Service as defined herein.

### **11.4 COMMERCIAL EQUIPMENT**

Within two (2) years of the effective date of this Contract, CONTRACTOR shall purchase four (4) new and unused, front load trucks to be used for Commercial and Multifamily Collection Services and Commercial and Multifamily Solid Waste Collection Services as defined herein.

### **11.5 EQUIPMENT IN GOOD REPAIR**

CONTRACTOR shall use Collection vehicles, one (1) per route, and recently painted, with bodies that are watertight to a depth of not less than eighteen inches (18"), with solid sides, without body damage, using pneumatic tires. The average age of the Fleet of CONTRACTOR's Collection vehicles shall not exceed seven (7) years old. All vehicles shall be equipped with operational radio transceiver capable of communicating with CONTRACTOR's dispatch from anywhere in the CITY. CONTRACTOR shall provide sufficient equipment, in proper operating condition so regular schedules and routes of Collection can be maintained. Equipment is to

be maintained in reasonable, safe, and aesthetically pleasing working condition, in the CITY's opinion.

11.5.1 Collection vehicles shall be painted uniformly in color, with the name of the CONTRACTOR and must include a North Miami Beach logo appropriately sized and placed as approved by the CITY, the number of the vehicle printed in letters not less than four inches (4") high, on each side of the vehicle, and vehicles shall be numbered and a record kept of the vehicle to which each number is assigned. No advertising shall be permitted on vehicles, Containers, Roll-offs or any other equipment servicing the CITY. The CONTRACTOR is required to keep Collection vehicles and Containers cleaned and painted to present a pleasing appearance.

11.5.2 Each non-packer Collection vehicle shall be equipped with a cover, which may be net with mesh not greater than one and one-half inches (1.5"), or tarpaulin, or fully enclosed metal top. Such cover shall be kept in good order and used to cover the load going to and from the Designated Disposal Facility, or when parked, if the contents are likely to be scattered if not covered.

11.5.4 Collection vehicles shall not be overloaded so as to scatter refuse, however, if refuse is scattered from CONTRACTOR's Collection vehicle for any reasons, it shall be picked up immediately. Each Collection vehicle shall have a fork and broom for this purpose.

## **11.6 CONTRACTOR'S PERSONNEL**

CONTRACTOR shall assign at least one (1) qualified person or persons to be in charge of its operations within the CITY and shall give the name or names of the CONTRACTOR's representatives to the CITY. CONTRACTOR shall also provide information regarding the experience of CONTRACTOR's representatives. CONTRACTOR shall adhere to the following requirements:

11.6.1 Each driver shall, at all times, carry a valid Florida Driver's license for the type of vehicle they are driving.

11.6.2 All employees and contractors of the CONTRACTOR shall be considered to be, at all times, the sole employees or contractors of the CONTRACTOR under its sole discretion and not an employee, contractor, or agent of the CITY. CONTRACTOR shall supply competent and physically capable employees and contractors to the CITY. The CITY may require CONTRACTOR to remove any employee or contractor it deems careless, incompetent, insubordinate, or otherwise objectionable and whose continued performance of the services is not in the best interest of the CITY.

11.6.3 The direction and supervision of Collection and disposal operations shall be by competent, qualified and sober personnel, and CONTRACTOR shall

devote sufficient personnel, time and attention to the direction of the operation to assure performance satisfactory to the CITY. All Sub CONTRACTORS, subconsultants, superintendents, foremen and workmen employed by CONTRACTOR shall be careful and competent. The CONTRACTOR shall also provide uniforms that are clearly identified with the company name. Employees and Subcontractors of the CONTRACTOR shall have and wear proper dress attire at all times. Proper dress attire shall consist of industrial style work pants, a button front shirt or T-shirt with the CONTRACTOR's company name or logo and the name of the shirt bearer, and appropriate footwear.

11.6.5 All employees used by CONTRACTOR during the term of the Contract shall be of a standing or affiliation that will permit CONTRACTOR's performance herein to be carried on harmoniously and without delay, and in no case, or in any circumstance, will such employees cause any disturbance, interference or delay to any work or service rendered to the CITY or by the CITY and in no case or in any circumstances will the employees conduct themselves negligently, disorderly or dishonestly in the due and proper performance of the employee's duties. CONTRACTOR shall see to it that his employees serve the public in a courteous, helpful and impartial manner. CONTRACTOR shall furnish the CITY with a current roster of employees on the first (1st) Business Day of every month for the term of the Contract.

11.6.6 CONTRACTOR's employees shall follow the regular walk for pedestrians while on private property and shall not trespass nor cross property to the adjoining premises unless the occupant or owner of both properties has given permission. No employee shall meddle with property that does not concern him. Care should be taken to prevent damage to property, including flowers, shrubs, and other plantings. After emptying Garbage Cans, Garbage Carts, or Roll-offs, employees shall return them to the same location from which they were taken, in the proper position behind the curb or edge of pavement and anything spilled shall be picked up immediately by such employee. Any damages incurred shall be paid by CONTRACTOR.

## **11.7 SUBCONTRACTORS / SUBCONTRACTUAL RELATIONS**

If CONTRACTOR will cause any part of this Contract to be performed by a subcontractor, the provisions of this Contract will apply to such subcontractor and its officers, agents and employees in all respects as if it and they were employees of CONTRACTOR; and CONTRACTOR will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the subcontractor, its officers, agents, and employees, as if they were employees of CONTRACTOR. The services performed by the subcontractor will be subject to the provisions hereof as if performed directly by CONTRACTOR.

- A. CONTRACTOR, before making any subcontract for any portion of the services, will state in writing to the CITY the name of the proposed subcontractor, the portion of the Services which the subcontractor is to do, the place of business of such subcontractor, and such other information as the CITY may require. The CITY will have the right to require CONTRACTOR not to award any subcontract to a person, firm or corporation disapproved by the CITY.
- B. Before entering into any subcontract hereunder, the CONTRACTOR will inform the subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such subcontractor will strictly comply with the requirements of this Contract
- C. In order to qualify as a subcontractor satisfactory to the CITY, in addition to the other requirements herein provided, the subcontractor must be prepared to prove to the satisfaction of the CITY that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the subcontractor must show to the satisfaction of the CITY that it has satisfactorily performed services of the same general type which is required to be performed under this Contract.
- D. The CITY shall have the right to withdraw its consent to a subcontract if it appears to the CITY that the subcontract will delay, prevent, or otherwise impair the performance of CONTRACTOR's obligations under this Contract. All subcontractors are required to protect the confidentiality of the CITY and CITY's proprietary and confidential information. CONTRACTOR shall furnish to the CITY copies of all subcontracts between CONTRACTOR and subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the CITY permitting the CITY to request completion of performance by the subcontractor of its obligations under the subcontract, in the event the CITY finds CONTRACTOR in breach of its obligations, and the option to pay the subcontractor directly for the performance by such subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the CITY to any subcontractor hereunder as more fully described herein.

## **SECTION 12: WORKING CONDITIONS**

### **12.1 COMPLIANCE WITH STATE, FEDERAL, AND LOCAL LAWS**

The CONTRACTOR shall comply with all applicable County, State and Federal laws relating to wages, hours and all other applicable laws relating to the employment or protection of employees, now or thereafter in effect.

## **12.2 EQUAL EMPLOYMENT OPPORTUNITY STATEMENT**

CONTRACTOR agrees that it shall not knowingly violate any applicable laws, statutes, codes, rules and regulations related to or prohibiting discrimination in employment in the performance of its work under this Contract.

## **12.3 AMERICANS WITH DISABILITIES ACT COMPLIANCE**

CONTRACTOR shall comply with the requirements of the Americans with Disabilities Act, as amended from time to time.

## **12.4 FAIR LABOR STANDARDS ACT**

CONTRACTOR is required and hereby agrees by execution of this Contract to pay all employees not less than the Federal minimum wage and to abide by other requirements as established by the Congress of the United States in the Fair Labor Standards Act, as amended from time to time.

### **SECTION 13: E-VERIFY**

CONTRACTOR acknowledges that the CITY may be utilizing CONTRACTOR's services for a project that is funded in whole or in part by State funds pursuant to a contract between the CITY and a State agency. CONTRACTOR shall be responsible for complying with the E-Verify requirements in the contract and using the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by CONTRACTOR during the Agreement term. CONTRACTOR is also responsible for e-verifying its subcontractor, if any, pursuant to any agreement between the CITY and a State Agency and reporting to the CITY any required information. CONTRACTOR acknowledges that the terms of this paragraph are material terms, the breach of any of which shall constitute a default under the Contract.

### **SECTION 14: SCRUTINIZED COMPANIES**

CONTRACTOR must certify that the company is not participating in a boycott of Israel. CONTRACTOR must also certify 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 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. CONTRACTOR must submit the certification that is attached to this contract. Submitting a false certification shall be deemed a material breach of contract. The CITY shall provide notice, in writing, to the 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 contract 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 Section 287.135, Florida Statutes, as amended from time to time.

## SECTION 15: INSURANCE

CONTRACTOR shall maintain and carry in full force during the Term the insurance required herein. Upon CITY's notification, CONTRACTOR shall furnish to the Procurement Management Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- 15.1 Worker's Compensation Insurance** for all employees of CONTRACTOR as required by Florida Statute 440. Should CONTRACTOR be exempt from this Statute, CONTRACTOR and each employee shall hold the CITY harmless from any injury incurred during performance of the Contract. The exempt CONTRACTOR shall also submit a written statement detailing the number of employees and that they are not required to carry Worker's Compensation insurance, and do not anticipate hiring any additional employees during the term of this contract or a copy of a Certificate of Exemption.
- 15.2 General Liability Insurance** on a comprehensive basis in an amount not less than \$1,000,000 per person, including a waiver of subrogation against the CITY \$2,000,000 per occurrence for bodily injury and property damage. City of North Miami Beach must be shown as an additional insured with respect to this coverage. The mailing address of City of North Miami Beach 17011 NE 19 Avenue, Suite 315, North Miami Beach, Florida 33162, as the certificate holder, must appear on the certificate of insurance.
- 15.3 Automobile Liability Insurance** covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than \$1,000,000 per person, including a waiver of subrogation against the CITY and \$2,000,000 per occurrence. City of North Miami Beach must be shown as an additional insured with respect to this coverage. The mailing address of City of North Miami Beach 17011 NE 19 Avenue, Suite 315, North Miami Beach, Florida 33162, as the certificate holder, must appear on the certificate of insurance. Add: Uninsured Motorist Coverage. The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of CONTRACTOR. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida with the following qualifications:

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

cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the CONTRACTOR hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the CITY.

**NOTE: CITY OF NORTH MIAMI BEACH CONTRACT NUMBER AND TITLE MUST APPEAR ON EACH CERTIFICATE OF INSURANCE.**

Compliance with the foregoing requirements shall not relieve CONTRACTOR of this liability and obligation under this section or under any other section in the Contract. Award of this Contract is contingent upon the receipt of the insurance documents, as required, within fifteen (15) calendar days after CITY notification to CONTRACTOR to comply before the award is made. If the insurance certificate is received within the specified time frame but not in the manner prescribed in the Agreement, CONTRACTOR shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit certificate to the CITY. If CONTRACTOR fails to submit the required insurance documents in the manner prescribed in the Agreement within twenty (20) calendar days after CITY notification to comply, CONTRACTOR shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the CITY. CONTRACTOR shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the CITY. If insurance certificates are scheduled to expire during the contractual period, CONTRACTOR shall be responsible for submitting new or renewed insurance certificates to the CITY at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the CITY shall suspend the Contract until such time as the new or renewed certificates are received by the CITY in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the CITY may, at its sole discretion, terminate this contract.

**SECTION 16: PROPERTY DAMAGE**

CONTRACTOR shall be responsible for the repair or replacement, if repair is not adequate of any damages to public or private property during the provision of collection service and caused by the CONTRACTOR or the CONTRACTOR's representative. CONTRACTOR shall notify the City Administrator or his/her designee immediately of any reports by residents or CONTRACTOR employees of property damage.

**SECTION 17: INDEMNIFICATION**

To the extent of its negligence or other fault, CONTRACTOR shall indemnify, defend and hold harmless the CITY and its officials, employees and agents (collectively referred to as "Indemnities") and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses (including attorney's fees) or liabilities (collectively referred to as



"Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of the services contemplated by this Contract which is or is alleged to be directly or indirectly caused, in whole or in part, by any act, omission, default or negligence (whether active or passive) of CONTRACTOR or its employees, agents or subcontractors (collectively referred to as "CONTRACTOR"), regardless of whether it is, or is alleged to be, caused in whole or in part (whether joint, concurrent or contributing) by any act, omission, default or negligence (whether active or passive) of the Indemnities, or any of them or (ii) the failure of CONTRACTOR to comply with any of the paragraphs herein or the failure of CONTRACTOR to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, federal or state, in connection with the performance of this Contract. CONTRACTOR expressly agrees to indemnify and hold harmless the Indemnities, or any of them, from and against all liabilities which may be asserted by an employee or former employee of CONTRACTOR, or any of its subcontractors, as provide above, for which Contractor's liability to such employee would otherwise be limited to payments under state Worker's Compensation or similar laws. Nothing herein is intended to serve as a waiver of sovereign immunity by any party entitled thereto nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this agreement or any other contract. The City of North Miami Beach is a State political subdivision as defined in Section 768.28, Florida Statutes.

#### **SECTION 18: ASSIGNMENT OF CONTRACT; NON-TRANSFERABILITY**

This Contract, or any portion or interest herein, shall not, under any circumstances, be assigned, transferred or otherwise encumbered by CONTRACTOR without the express, written consent of the CITY and assumption of all terms and conditions set forth in this Contract by the assignee or transferee.

- 18.1 CONTRACTOR shall not sell or otherwise dispose of any assets that negatively affect the CONTRACTOR's performance of the CITY's pickup or disposal of Solid waste during the term of this Contract, without the express, written consent of the CITY. The CITY has the sole discretion to determine whether CONTRACTOR's ability to perform its obligations under this Contract has been affected or impaired by such sale or disposition of assets.
- 18.2 For purposes of this Contract, any transaction that results in CONTRACTOR being purchased by, or merged with, another corporate entity shall constitute a non-permitted assignment and subject CONTRACTOR to the Breach, Termination or default provisions of this Contract.

#### **SECTION 19: OPERATIONS DURING DISPUTE**

- 19.1 In the event that any dispute, arises between the CITY and CONTRACTOR relating to this Contract performance or compensation hereunder, CONTRACTOR shall continue to render service and receive compensation in full compliance with all

terms and conditions of this Contract as interpreted, in good faith, by CITY, regardless of such dispute

- 19.2 CONTRACTOR expressly recognizes the paramount right and duty of the CITY to provide adequate Collection and disposal services to its residents and further agrees, in consideration of the execution of this Contract, that in the event of such a dispute, if any, it will not seek injunctive relief in any court without first negotiating with the CITY in good faith for an adjustment on the matter or matters in dispute and, upon failure of said negotiations to resolve the dispute may present the matter to a court of competent jurisdiction in Miami Dade County, Florida in an appropriate suit therefore instituted by it or by the CITY.
- 19.3 Notwithstanding the other provisions in this Section, the CITY reserves the right to terminate this Contract at any time whenever the service provided by CONTRACTOR fails to meet reasonable standards of the trade or is in material breach of this Contract, after CITY provides written notice to CONTRACTOR pursuant to the terms of this Contract and CONTRACTOR fails to cure such performance problem within five (5) days, or if such problem cannot be cured in such time, fails to take steps to cure same in a reasonable time as determined by the nature of the problem. Upon termination, the CITY may call the bond and apply the cash and surety bond for the cost of service in excess of that charged to the CITY by a collection firm engaged for the balance of the Contract period.

#### **SECTION 20: ORDINANCE**

Nothing contained in any City ordinance hereafter adopted, pertaining to the Collection of Solid Waste, shall in anyway be construed to affect, change, modify or otherwise alter the duties, responsibilities, and operations of CONTRACTOR in the performance of the terms of this Contract, unless it is agreed to in writing by both CONTRACTOR and the CITY and this Contract is amended accordingly.

#### **SECTION 21: AMENDMENTS**

Amendments in writing which are consistent with the purposes of this Contract may be made with the mutual consent of the CITY and CONTRACTOR.

#### **SECTION 22: MODIFICATIONS TO THE CONTRACT**

- 22.1 The CITY shall have the power to make changes in this Contract as the result of changes in law, City Code or both to impose new rules and regulations on CONTRACTOR under this Contract relative to the scope and methods of providing Collection services as shall from time-to-time be necessary and desirable for the public welfare. The CITY shall give CONTRACTOR notice of any proposed change and an opportunity to be heard concerning those matters. The scope and method of providing Collection services as referenced herein shall also be liberally construed to include, but is not limited to the manner, procedures, operations and obligations, financial or otherwise, of CONTRACTOR.

22.2 The CITY and CONTRACTOR understand and agree that the Florida Legislature has the authority to make comprehensive changes in Solid Waste Management legislation and that these and other changes in law in the future which mandate certain actions or programs for counties or municipalities may require changes or modifications in some of the terms, conditions or obligations under this Contract. CONTRACTOR agrees that the terms and provisions of City Code as it now exists or as it may be amended in the future, shall apply to all of the provisions of this Contract and the customers of CONTRACTOR located within the Service Area. In the event any future change in the City Code materially alters the obligations of CONTRACTOR, then the Collection charges established in this Contract shall be adjusted. Nothing contained in this Contract shall require any party to perform any act or function contrary to law. The CITY and CONTRACTOR agree to enter into good faith negotiations regarding modifications to this Contract which may be required in order to implement changes in the interest of the public welfare or due to change in law. When such modifications are made to this Contract, the CITY and CONTRACTOR shall negotiate in good faith, a reasonable and appropriate compensation adjustment for any increase or decrease in the services or other obligations required of CONTRACTOR due to any modification in the Contract under this Section. The CITY and CONTRACTOR shall not unreasonably withhold agreement to such compensation adjustment.

### **SECTION 23: RIGHT TO REQUIRE PERFORMANCE**

The failure of the parties at any time to require performance of any provisions hereof shall in no way affect their rights thereafter to enforce same. No waiver of any breach of any provisions hereof shall be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

### **SECTION 24: LAW GOVERNING**

The Contract shall be governed and enforced pursuant to the laws of the State of Florida. Venue for any litigation shall be commenced in Miami-Dade County, Florida.

### **SECTION 25: COMPLIANCE WITH LAWS AND REGULATIONS**

CONTRACTOR hereby agrees to abide by and comply with all applicable Federal, State, County, Special District and City laws, statutes, codes, rules and regulations. CONTRACTOR and its cash/surety shall indemnify, defend and hold harmless the CITY, its City Commission, its officers, representatives, agents and employees against any claim or liability arising from or based on the violation of any such laws, regulations, ordinances, orders or decrees, whether by itself or its employees. CONTRACTOR shall obtain at its own expense all permits and licenses required by law or ordinance and maintain same in full force and effect.

## **SECTION 26: SAVINGS CLAUSE**

Should any provision, paragraph, sentence, word or phrase contained in this Contract be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida or the CITY, such provisions, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Contract shall remain unmodified and in full force and effect or limitation of its use.

## **SECTION 27: GENERAL**

### **27.1 NO CONTINGENT FEES**

CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee, agent, consultant or lobbyist working solely for CONTRACTOR, to solicit or secure this Contract, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee, agent, consultant or lobbyist working solely for CONTRACTOR, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Contract. For the breach or violation of this provision, the CITY shall have the right to terminate the Contract without liability at its discretion, to deduct from the Contract price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

### **27.2 NO WAIVER**

No waiver by the CITY of any term, covenant or condition herein contained shall be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The rights and remedies created by this Contract are cumulative and are not intended to be exclusive. The use of one remedy under this Contract shall not be taken to exclude or waive the right or use of another and each party shall be entitled to pursue all remedies generally available under the laws of the State of Florida.

## **SECTION 28: LEGAL REPRESENTATION**

It is acknowledged that each party to this Contract had the opportunity to be represented by legal counsel in the preparation of this Contract and, accordingly, the rule that a Contract shall be interpreted strictly against the party preparing the same shall not apply herein due to the joint contributions of both parties.

## **SECTION 29: MISCELLANEOUS**

### **29.1 RECORDS**

CONTRACTOR shall keep books and records and require any and all subcontractors to keep books and records as may be necessary in order to record complete and correct entries as to services provided and fees charged pursuant to this Contract. Upon providing reasonable notice, such books and records shall be available at all reasonable times for examination and audit by the CITY and its representatives and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Contract. Incomplete or incorrect entries in such books and records may be grounds for disallowance by the CITY of any fees or expenses based upon such entries.

### **29.2 MODIFICATION**

This Contract, including Exhibits, constitutes the entire Contract and understanding between the parties hereto, and it shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the parties hereto.

## **SECTION 30: PUBLIC RECORDS LAW**

Pursuant to Florida Statute Section 119.07, public records may be inspected and examined by anyone desiring to do so, at a reasonable time, under reasonable conditions, and under supervision by the custodian of the public record CONTRACTOR agrees to comply with public records laws. This includes but is not limited to:

1. Keep and maintain public records as required by the Florida Statutes.
2. Upon request from the City Clerk, provide the City of North Miami Beach 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 the applicable Florida Statutes.
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 for the duration of the contract term and following completion of the Contract if CONTRACTOR does not transfer the records to the public agency.
4. Upon completion of the Contract, transfer, at no cost to the CITY all public records in possession of CONTRACTOR or keep and maintain public records required by the CITY to perform the service. If CONTRACTOR

transfers all public records to the CITY, upon completion of the Contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the Contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from City Clerk, or his/her designee, in a format that is compatible with the information technology systems of the CITY.

5. **CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF FLORIDA STATUTES SECTION 119.071 TO THE EXTENT APPLICABLE TO CONTRACTOR. IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT TELEPHONE NUMBER: (305) 787-6001, E-MAIL ADDRESS: [CITYCLERK@CITYNMB.COM](mailto:CITYCLERK@CITYNMB.COM), AND MAILING ADDRESS: CITY CLERK, NMB CITY HALL, 17011 N.E. 19 AVENUE, NORTH MIAMI BEACH, FLORIDA 33162-3100).**

#### **SECTION 31: FORCE MAJEURE**

Force Majeure -The performance of this Agreement may be suspended and the obligations of either party excused in the event of and during the period that such performance is prevented or delayed by a Force Majeure occurrence, except as spelled out elsewhere in this contract. Force Majeure shall mean:

- a) An act of God, including hurricanes, tornadoes, landslides, lightning, earthquakes, fire, flood, explosion, sabotage or similar occurrence, acts of a public enemy, extortion, war, blockage, or insurrection, riot or civil disturbance or epidemics and pandemics.
- b) The order or judgment of any Federal, State or Local Courts administrative agency or governmental body (excluding decisions of federal courts interpreting federal tax laws, and decisions of State courts interpreting State tax laws) if it is not also the result of the willful misconduct or negligent action or inaction of the party relying thereon or of a third party for whom the party relying thereon is responsible; provided that neither the contesting in good faith of any such order or judgment nor the failure

to so contest shall constitute or be construed as a measure of willful misconduct or negligent action or inaction of such party.

- c) The failure to issue, suspension, termination, interruption, denial, or failure or failure of renewal of any permit or approval essential to the operation of CONTRACTOR's business which is not the product of willful misconduct or negligent action or inaction of the party relying thereon;

As a condition precedent to the right to claim excuse of performance, the party experiencing the Force Majeure shall:

- a) promptly notify the other party verbally; and
- b) As soon as practical, but in no event more than ten (10) days thereafter, prepare and deliver to the other party a Notice with a written description of:
  - (1) the commencement of the Force Majeure event,
  - (2) its estimated duration impact on the party's obligations, under this Contract.

Whenever a Force Majeure event shall occur, the parties shall, as quickly as possible, to the extent reasonable, eliminate the cause and resume performance under this Contract. Additionally, either party shall provide prompt Notice to the other of the cessation of a Force Majeure event.

### **SECTION 32: NOTICE**

Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, or by National Overnight Delivery Service , addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this Section. For the present, the CONTRACTOR and the CITY designate the following as the respective places for giving of notice:

**AS TO CITY:**

City Administrator  
City of North Miami Beach  
17011 NE 19 Avenue  
North Miami Beach, Florida 33162

City Attorney  
City of North Miami Beach  
17011 NE 19 Avenue  
North Miami Beach, Florida 33162

**AS TO CONTRACTOR:**

John Casagrande  
Coastal Waste & Recycling

1840 NW 33<sup>rd</sup> Street  
Pompano Beach, Florida 33064

### **SECTION 33: PIGGYBACKING**

In the event that another governmental entity desires to piggyback onto this Contractor solid waste generated within Broward County or Dade County, the entity must receive written prior approval from the CITY's Chief Procurement Officer as a prerequisite for eligibility to access this Contract's Rates, and terms and conditions. If an entity receives approval to piggyback this Agreement, CONTRACTOR shall pay the CITY, in an amount equal to 2% of the residential revenues net of disposal and any fees and 1% of all non-residential revenues generated net of disposal and any fees by the piggyback agreement to the CITY. CONTRACTOR shall pay this revenue to the CITY monthly no later than the 15th day of the month following the end of each month.

Additionally, CONTRACTOR shall the submit the required 2% separately from any fees owed to the CITY.

CONTRACTOR shall provide the CITY with reports of the Revenue and Expense Financial Statement representing the financial results of CONTRACTOR with respect to services provided to another governmental entity as a result of another governmental entity piggybacking this Contract.

### **SECTION 34: TRANSITION PLAN**

The CONTRACTOR shall be responsible for the removal and delivery of containers, roll-offs, etc. as required by a transition. The CONTRACTOR shall provide a facility whereby the previous collection contractor's containers, roll-offs, etc. will be stored during the transition. CONTRACTOR shall be responsible for initial delivery to the proposed storage site or a site to be identified by the previous franchisee. Upon delivery to the storage location, the previous collection contractor shall be responsible for removal and transportation of said container, roll-off, etc. at their sole expense.

By March 1, 2022, CONTRACTOR shall provide the CITY a transition plan that describes the following:

- Individual or group of individuals that will oversee the execution of the transition plan.
- Proposed approach including equipment, personnel, and schedule, for delivering containers to residents.
- Describe how the delivery of carts, dumpsters and roll-offs will be conducted in coordination with removal or use of existing carts, dumpsters and roll-offs.
- Overall schedule for the transition



### **SECTION 35: ADDITIONAL CONTRACTOR OBLIGATIONS**

CONTRACTOR shall provide the CITY with One Hundred Thirty Thousand and 00/100 Dollars (\$130,000.00) annually during each year of this Contract, including any extension or renewal periods in order to fund a Contract Administrator position at the CITY. The Contract Administrator shall be selected and employed by the CITY in the CITY's sole discretion. The annual compensation for the Contract Administrator position shall be payable within ninety (90) days of this Contract's execution date and within ninety (90) days on the anniversary date of this Contract every year for so long as the Contract is in force and effect. The Contract Administrator shall not be considered an employee or representative of CONTRACTOR.

Within six (6) months of the execution of this Contract, CONTRACTOR shall provide the CITY with one (1) new and unused, Ford F-150 or a truck with similar salient characteristics as a Ford F-150, to be used by the CITY's Contract Administrator.

CONTRACTOR shall provide the CITY with One Hundred Sixty-Five Thousand and 00/100 Dollars (\$165,000) annually during each year of this Contract, including any extension or renewal periods in order to fund the CITY's Neighborhood Clean-up Team. The annual compensation for the Neighborhood Clean-up Team shall be payable within ninety (90) days of this Contract's execution date and within ninety (90) days on the anniversary date of this Contract every year for so long as the Contract is in force and effect.

CONTRACTOR shall provide the CITY with Sixty Thousand and 00/100 Dollars (\$60,000) annually during each year of this Contract, including any extension or renewal periods in order to fund the CITY's scholarships and CITY community initiatives. The annual compensation for scholarships and CITY community initiatives shall be payable on the anniversary date of this Contract for so long as the Contract is in force and effect.

CONTRACTOR shall provide the CITY with Fifty Thousand and 00/100 (\$50,000) annually during each year of this Contract, including any extension or renewal periods in order to fund the CITY's Emergency Utilities and Rental Assistance Program. The annual compensation for the Emergency Utilities and Rental Assistance Program shall be payable on the anniversary date of this Contract for so long as the Contract is in force and effect.

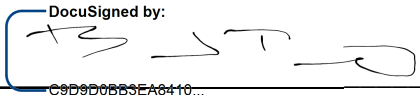
The failure of CONTRACTOR to pay amounts to CITY under the terms of this Contract within five (5) calendar days after such amounts become finally due and payable shall be considered a Material Breach or Material Default in the performance of any covenant or obligation of CONTRACTOR and therefore shall be grounds for termination of this Contract.

### **SECTION 35: LIVING WAGE**

CONTRACTOR agrees to provide a Living Wage to its employees as set forth in Section 5-3.2 "Living Wage" of the City's Code of Ordinances.

**IN WITNESS WHEREOF**, the parties have caused these presents to be executed and attested to by their duly authorized officers or representatives and their official seals to be affixed hereon, the day and year first above written.

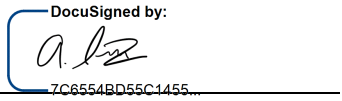
**CONTRACTOR  
COASTAL WASTE & RECYCLING**

By:   
C9D9D0B83EA6410...  
Brendon Pantano, CEO


Date: 3/21/2022

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

**CITY OF NORTH MIAMI BEACH**

By:   
7C6554BD55C1455...  
Arthur H. Sorey, III  
City Manager

Date: 3/25/2022

Attest:   
82061E5383C142E...  
Andrise Bernard, City Clerk

Approved as to form and legal sufficiency:

  
6AFD85D504E748A...  
Hans Ottinot, Interim City Attorney

# Exhibits

## Exhibit 1 Rates

**Residential Waste Collection Disposal / Hauling Front Curbside  
Twice a Week Garbage, Every other Week Recycling, Once a Month Bulk**  
Single Family 96g cart  
Duplex 96g cart  
Triplex 96g cart  
Quadplex 96g cart

---

Collection	\$21.21
MSW Disposal	\$ 9.67
Bulk Waste Disposal	\$ 6.00
<u>Recycling Processing</u>	<u>\$ 2.00</u>
<u>Franchise Fee 15%</u>	<u>\$ 5.84</u>
<b>Total Curbside Rate</b>	<b>\$44.72</b>

2 <sup>nd</sup> Cart Monthly Service Fee	
Collection	\$ 5.33
MSW Disposal	\$ 9.67
<u>Franchise Fee 15%</u>	<u>\$ 2.25</u>
<b>Total 2<sup>nd</sup> Cart Curbside Rate</b>	<b>\$17.25</b>

**Residential Waste Collection Disposal / Hauling Front Curbside &  
Alleyways**  
Twice a Week Garbage, Every other Week Recycling, Once a Month Bulk  
Single Family 96g cart  
Duplex 96g cart  
Triplex 96g cart  
Quadplex 96g cart

---

Collection	\$23.99
MSW Disposal	\$ 9.68
Bulk Waste Disposal	\$ 6.00
<u>Recycling Processing</u>	<u>\$ 2.00</u>
<u>Franchise Fee 15%</u>	<u>\$ 6.25</u>
<b>Total Alley Service Rate</b>	<b>\$47.92</b>

2 <sup>nd</sup> Cart Monthly Service Fee	
Collection	\$ 5.33
MSW Disposal	\$ 9.67
<u>Franchise Fee 15%</u>	<u>\$ 2.25</u>
<b>Total 2<sup>nd</sup> Cart Alley Service Rate</b>	<b>\$17.25</b>

## Multi-Family and Commercial Collection Service

### Multi-Family Container Service Non-Compacted Rate per Yard

Solid Waste Collection Service	\$11.09
<u>MSW Disposal</u>	<u>\$ 4.84</u>
Franchise Fee 17%	\$ 2.71
<u>Solid Waste Fee 10%</u>	<u>\$ 1.60</u>
<b>Total Multi-Family Non-Compacted Rate per yard</b>	<b>\$20.24</b>

### Multi-Family Container Service Compacted Rate per Yard

Solid Waste Collection Service	\$17.89
<u>MSW Disposal</u>	<u>\$12.09</u>
Franchise Fee 17%	\$ 5.10
<u>Solid Waste Fee 10%</u>	<u>\$ 3.00</u>
<b>Total Compacted Rate per yard</b>	<b>\$38.08</b>

### Commercial Container Service Non-Compacted Rate per Yard

Solid Waste Collection Service	\$11.09
<u>MSW Disposal</u>	<u>\$ 4.84</u>
Franchise Fee 25%	\$ 3.98
<u>Solid Waste Fee 10%</u>	<u>\$ 1.60</u>
<b>Total Commercial Non-Compacted Rate per yard</b>	<b>\$21.51</b>

### Commercial Container Service Compacted Rate per Yard

Solid Waste Collection Service	\$29.98
<u>MSW Disposal</u>	<u>\$12.09</u>
Franchise Fee 25%	\$ 7.50
<u>Solid Waste Fee 10%</u>	<u>\$ 3.00</u>
<b>Total Commercial Compacted Rate per yard</b>	<b>\$40.48</b>

### Commercial Cart Charges once a week

Collection	\$23.99
MSW Disposal	\$17.68
Franchise Fee 25%	\$10.42
<u>Solid Waste Fee 10%</u>	<u>\$ 4.17</u>
<b>Total Monthly Fee</b>	<b>\$56.26</b>

### Commercial Cart Charges Twice a week

Collection	\$34.64
MSW Disposal	\$35.36
Franchise Fee 25%	\$17.50
<u>Solid Waste Fee 10%</u>	<u>\$ 7.00</u>
<b>Total Monthly Fee</b>	<b>\$ 94.50</b>

**Recycling Services**

Condominium and Apartments, Once a week  
**65-gallon cart, Monthly \$50.00**

Containerized rate per yard  
**Rate Per yard \$7.00**

**Roll Off**

**Open Top**

20 cubic yards,  
 30 cubic yards  
 40 cubic yards

Per Pick up	\$325.00
Franchise Fee 25%	\$ 81.25
Solid Waste Fees 10%	\$ 32.50
<b>Rate Per Pick up</b>	<b>\$438.75*</b>

**\*Does not include disposal cost**

**Compactor**

15 cubic yards  
 20 cubic yards  
 30 cubic yards  
 40 cubic yards

Per Pick up	\$325.00
Franchise Fee 25%	\$ 81.25
Solid Waste Fees 10%	\$ 32.50
<b>Rate Per Pick up</b>	<b>\$438.75*</b>

**\*Does not include disposal cost**

**Extra Services**

Special Bulk Trash Pick up	\$24.00 per yard
Extra Garbage Pick up 96 gallon cart	\$25.00 per pick up
Extra Garbage Pick up Commercial	\$20.00 per yard
White Goods Pickup	No charge

Prices do not include 25% Franchise Fee and 10% Solid Waste Fee

**Rates are subject to change per section 3.21 of the Contract.**

## Exhibit 2 CITY Facilities

FEL Dumpsters				
Facility	Address	# of Cont	# of PU	Cuyd
CITY Hall	17011 NE 19 Ave	1	6	4
Deleonardis Youth Center	1770 NE 162 St	1	2	4
Fleet	1965 NE 151 St	1	3	2
Highland Village Community Center	13661 NE 21 Ave	1	4	96 Gallon
FEL Dumpsters				
Facility	Address	# of Cont	# of PU	Cuyd
McDonald Center	17011 NE 19 Ave	1	6	4
Mishcon Field	16601 NE 15 Ave	1	5	6
NMB Library	1601 NE 164 St	1	5	2
Operations Center	2101 NE 159 St	1	2	2
Police Department	16901 NE 19 Ave	1	3	3
PSA	17050 NE 19 Ave	1	3	4
Norwood Water Plant	19150 NW 8 Ave	1	2	8
Solid Waste	1965 NE 151 St	1	2	4
Tennis Center	16851 W Dixie Hwy	1	2	4
Uleta Community Center	16880 NE 4 Ave	1	4	2
Washington Park Community Center	15290 NE 15 Ct	1	2	2
Wastewater	17820 NW 29 Ct	1	1	2
Roll Offs				
Fleet	1965 NE 151 St	1	As Needed	30
Operations Center	2101 NE 159 St	2	3	40
		2	3	20
Solid Waste	1965 NE 151 St	1	As Needed	30
Recycling				
CITY Hall Drop Off Center	17011 NE 19 Ave	4	2	4
Eastern Shores Drop Off Center	3501 NE 163 St	4	2	8
NMB Library	1601 NE 164 St	8	1	65 Gallon
Police Department	16901 NE 19 Ave	5	1	65 Gallon
PSA	17050 NE 19 Ave	5	1	65 Gallon

**EXHIBIT 3**  
**PERFORMANCE BOND**



## EXHIBIT 4 E-VERIFY CERTIFICATION

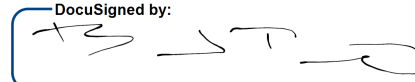
CONTRACTOR acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of,

- (a) all persons employed by CONTRACTOR to perform employment duties within Florida during the term of the Contract, and,
- (b) all persons (including subcontractors/vendors) assigned by CONTRACTOR to perform work pursuant to the Contract.

CONTRACTOR acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract.

CONTRACTOR'S Name: coastal waste & Recycling

Authorized Company Person's Signature:

DocuSigned by:  
  
C9D9D0BB3EA8410...

Authorized Company Person's Title: Brendon J. Pantano, CEO

Date: 3/21/2022

**EXHIBIT 5****CONTRACTOR'S EQUIPMENT LIST****Current Equipment Available**

<b>Year</b>	<b>Make</b>	<b>Model</b>	
2016	Mack	ASL	LEU613 600
2016	Mack	ASL	LEU613 600
2016	Mack	ASL	LEU613 600
2016	Mack	ASL	LEU613 600
2016	Mack	ASL	LEU613 600
2016	Mack	ASL	LEU613 600
2016	Mack	ASL	LEU613 600
2016	Mack	ASL	LEU613 600
2016	Mack	ASL	LEU613 600
2016	Mack	ASL	LEU613 600
2016	Mack	ASL	LEU613 600
2016	Mack	ASL	LEU613 600
2016	Mack	ASL	LEU613 600
2016	Mack	ASL	LEU613 600
2016	Mack	ASL	LEU613 600
2019	Mack	ASL	LR613SL
2018	MACK	ASL	LR613
2018	MACK	ASL	LR613
2018	MACK	ASL	LR613
2021	MACK	ASL	LR64R-SL
2018	MACK	ROLL OFF	GU813 800
2019	MACK	ROLL OFF	GR64B
2018	MACK	ROLL OFF	GU813
2007	MACK	ROLL OFF	
2015	PETERBILT	ROLL OFF	
2016	PETERBILT	ROLL OFF	

2016	PETERBILT	ROLL OFF	GU813
2021	MACK	ROLL OFF	GR64B
2004	Mack	REL	MR688S
2005	Mack	REL	MR688S
2007	STERLING	REL	
2018	Mack	FEL	MRU613
2018	PETERBILT	FEL	F/L
2018	PETERBILT	FEL	520
2006	MACK	FEL	MR
2019	PETERBILT	FEL	520
2009	MACK	FEL	
2016	MACK	FEL	MR
2016	MACK	FEL	
2018	PETERBILT	FEL	
2018	PETERBILT	FEL	
2019	PETERBILT	FEL	
2020	PETERBILT	FEL	PETE 520
2021	FREIGHTLINER	CONT DEL	M2-106
2009	HINO	CONT DEL	268
2003	FORD	FIELD SUPP	BOX TRUCK
2016	MACK	GRAPPLES	
2015	GMC	PICKUPS	SIERRA1500
2015	GMC	PICKUPS	SIERRA1500
2016	GMC	PICKUPS	SIERRA1500
2015	GMC	PICKUPS	2500
2016	DODGE	FIELD SUPP	3500



**Discussion Items**  
**15.5.**

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

**MEMORANDUM**

---

<b>TO:</b>	Mayor and City Commission
<b>FROM:</b>	
<b>VIA:</b>	
<b>DATE:</b>	September 17, 2024

---

**RE:** Key to the City & Proclamation Procedures for Discussion and Possible Action (Commissioner Phyllis S. Smith)

---

**Description**

The policy details a uniform process for issuing Certificates of Appreciation, Proclamations, and Keys to the City.

- Individual commissioners issue certificates of Appreciation to honor contributions to the community, with a limit of 2 certificates per commissioner per month.
- Proclamations are official declarations by the entire commission to honor significant events or individuals, with a limit of 12 proclamations per commissioner annually.
- The Key to the City is the highest honor, awarded collectively by the City Commission, to those who have significantly contributed to North Miami Beach or visiting dignitaries. The commission as a whole can award up to 2 keys per year.
- Requests for these accolades should be submitted in writing and at least 30 business days prior, with the necessary details and proposed text.
- The City Clerk's office is tasked with preparing, distributing, and archiving all the documents.
- Any records of issued accolades will be reported monthly on the website under the Clerk's Office information.
- No ceremonial documents will be issued for political controversies, events, or organizations not directly related to North Miami Beach or deceased persons except in posthumous recognition.

**BACKGROUND ANALYSIS:**

- Proclamations and Keys to the City will generally be awarded during official city events or commission meetings.
- By following these guidelines, North Miami Beach aims for a standardized and transparent process for issuing ceremonial documents properly acknowledging contributions to the community.

Similar policies exist in other cities in Florida, such as Orlando, Sunny Isles Beach, Pensacola, and Tampa, highlighting the importance of the City Clerk's office in proper documentation and recognition.

**RECOMMENDATION:**

**FISCAL/ BUDGETARY  
IMPACT:**

---

**ATTACHMENTS:**

**Description**

- ☐ Recognition policy

# Policy and Procedure for Issuance of Ceremonial Documents in North Miami Beach

## I. Purpose

This policy establishes a uniform process for issuing Certificates of Appreciation, Proclamations, and Keys to the City by the North Miami Beach City Commission, ensuring consistency, transparency, and proper record-keeping.

## II. Definitions

1. **Certificate of Appreciation:** A document issued by individual commissioners that recognizes individuals or organizations for their contributions to the community.
2. **Proclamation:** An official declaration by the entire commission to honor significant events, individuals, or organizations.
3. **Key to the City:** The highest honor bestowed by the City, recognizing significant contributions to North Miami Beach.

## III. General Guidelines

- **Eligibility:** Recipients must have a direct relationship with North Miami Beach or have significantly impacted the community.
- **Request Submission:** Requests must be submitted in writing at least 30 business days prior, including:
  - Contact details
  - A brief summary and background
  - Proposed text

## IV. Issuance Criteria and Limits

1. **Certificates of Appreciation:**
  - Issuing Authority: Individual Mayor or City Commissioner
  - Criteria: Recognizes community service, outstanding achievements, or significant contributions.
  - Limit: Each commissioner may sponsor up to 2 certificates per calendar month.
  - Procedure: The individual Mayor or City Commissioner requests, reviews, and approves requests.
2. **Proclamations:**
  - Issuing Authority: City Commission as a whole

- Criteria: Used to honor significant events, public awareness campaigns, cultural celebrations, significant birthdays (90+ years), and anniversaries (75+ years).
- Limit: Each commissioner may sponsor up to 12 proclamations per calendar year.
- Procedure: Requests are submitted to the City Clerk, who prepares and submits the proclamation to the City Commission for approval. Approved proclamations are read and presented at City Commission meetings.

### 3. **Keys to the City:**

- Issuing Authority: City Commission as a whole
- Criteria: Reserved for distinguished individuals who have made significant contributions to the City or for visiting dignitaries.
- Limit: The commission can collectively award up to 2 keys per year.
- Procedure: Nominations are reviewed by the City Commission. Upon approval, the City Clerk arranges for the creation and presentation of the key. The key is presented at a formal ceremony or city event.

## **V. Fulfillment and Record-Keeping**

- The City Clerk's office is responsible for preparing, distributing, and archiving all ceremonial documents.
- All records of issued certificates, proclamations, and keys will be maintained per the City's records management policies and reported monthly on the website under the Clerks department's information.

## **VI. Restrictions**

Ceremonial documents will not be issued for:

- Political controversies or ideological beliefs
- Events or organizations without a direct relationship to North Miami Beach
- Deceased persons, except in posthumous recognition
- Exceptions may be made on a case-by-case basis.

## **VII. Review and Approval**

- The City Commission as a whole reserves the right to modify, deny, or rescind any request.
- The City Clerk's office archives all requests and final documents.

## **VIII. Public Presentation**

- Unless otherwise specified, Proclamations and Keys to the City will be presented during official city events or commission meetings.

By following these guidelines, North Miami Beach can ensure a standardized process for issuing ceremonial documents, maintaining transparency, and adequately recognizing contributions to the community.





**Discussion Items**  
**15.6.**

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

**MEMORANDUM**

---

<b>TO:</b>	Mayor and City Commission
<b>FROM:</b>	Pedro Melo, Interim NMB Water Director
<b>VIA:</b>	Mario A. Diaz, City Manager
<b>DATE:</b>	September 17, 2024

---

**RE:** High Water Usage One-Time Forgiveness Policy & We Care Program Modifications for Discussion and Possible Action (Mario A. Diaz, City Manager)

---

**Description**

**BACKGROUND ANALYSIS:** In exploring options to assist residents with unusual increases in their utility bills, the attached policy is proposed to provide a mechanism for forgiving high water usage charges on a case-by-case basis using donated funds, aiming to mitigate financial hardship for customers facing unexpected high-water bills.

**RECOMMENDATION:**

**FISCAL/ BUDGETARY IMPACT:**

---

**ATTACHMENTS:**

Description

- ▣ High Water Usage

# High Water Usage One-Time Forgiveness Policy (for Residential Customers only)

## Objective

- ▶ To provide a mechanism for forgiving high water usage charges on a case-by-case basis using donated funds, aiming to mitigate financial hardship for customers facing unexpected high-water bills.

## Policy Statement - Eligibility Criteria

- ▶ The account must be in good standing without any service interruptions due to nonpayment or collection actions for late payments in the past 12 months.
- ▶ Forgiveness applies to high water usage caused by underground or behind-the-wall leaks, malfunctioning equipment, or other non-negligent reasons.
- ▶ Changes in water usage due to new landscaping, guests, household repairs, or pool/sprinkler issues during the billing period are not eligible.
- ▶ Water consumption must exceed 10 times the average usage over the last 12 months. Customers intentionally misusing water or violating conservation guidelines are not eligible.

## Application Process

- ▶ Customers must submit a written request within 30 days of receiving their high-water bill.
- ▶ The investigation may take an additional 30 - to 60 days for a determination of eligibility. During this time, regular payments prior to the high usage event, are encouraged.
- ▶ The request should include:
  - ▷ Explanation of the situation leading to high water usage.
  - ▷ Supporting documentation (e.g., repair invoices, photographs).

## Forgiveness Criteria

- ▶ Forgiveness will be granted based on the merits of each case and the availability of donated funds.
- ▶ If funds are not available, NMB Water will work with the customer on a payment plan agreement.
- ▶ When funds become available, NMB Water will provide funds on a first come, first serve basis and will be added to the payment plan.
- ▶ The maximum forgiveness amount will be determined by the allocated donated funds.
- ▶ Forgiveness only includes eligible accounts for the high water usage period.
- ▶ Forgiveness does not cover late fees or other charges.

## Communication

- ▶ NMB Water will promptly notify customers of the forgiveness decision.
- ▶ Communication will be transparent and empathetic, providing clear reasons for the decision.
- ▶ Will include guidance on preventing future high water usage incidents and resources for water conservation.

## Funding Source

- ▶ Donated funds specifically allocated for this purpose will cover forgiven amounts.
- ▶ Regular reports on fund utilization will be provided to stakeholders.

## Review and Accountability

- ▶ The policy will undergo an annual review to ensure fairness and effectiveness.
- ▶ Implementation and compliance will be overseen by the NMB Water team.
- ▶ Any deviations from the policy will be documented and justified.



**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>	September 17, 2024

---

**RE:** City Manager's Monthly Report (August 2024)

---

**Description**

**BACKGROUND**

**ANALYSIS:**

**RECOMMENDATION:**

**FISCAL/ BUDGETARY**

**IMPACT:**

---



**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**

---

<b>TO:</b>	Mayor and City Commission
<b>FROM:</b>	
<b>VIA:</b>	
<b>DATE:</b>	September 17, 2024

---

**RE:** NMB Water Updates & Highlights (August 2024)

---

**Description**

**BACKGROUND**

**ANALYSIS:**

**RECOMMENDATION:**

**FISCAL/ BUDGETARY**

**IMPACT:**

---



**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

**MEMORANDUM**

---

<b>TO:</b>	Mayor and City Commission
<b>FROM:</b>	
<b>VIA:</b>	
<b>DATE:</b>	September 17, 2024

---

**RE:** NMBPD Monthly Report (August 2024)

---

**Description**

**BACKGROUND**

**ANALYSIS:**

**RECOMMENDATION:**

**FISCAL/ BUDGETARY**

**IMPACT:**

---

**ATTACHMENTS:**

Description

- ☐ NMBPD Monthly Report and Stats August 2024



HIGHLIGHTS & SIGNIFICANT INCIDENTS

**NORTH MIAMI BEACH POLICE**

**DEPARTMENT**

**MONTHLY REPORT**

**August 2024**





# HIGHLIGHTS & SIGNIFICANT INCIDENTS

## ADMINISTRATIVE DIVISION

- **Recruiting, Academy and Training**
  - Recruited at Miami-Dade College (MDC) 26 hours in the Basic Law Enforcement Academy.
  - Job Announcements have been forwarded to MDC and distributed through their network (8 campuses).
  - Recruitment Team attended NMBPD National Night Out.
  - Police Instructors attended the RIPP Restraints Train-the-Trainer Course 8 hours.
  - We held a Taser 7 End User Course 8 hours.
  - Officers attended 13 trainings this month.
- **Personnel**
  - Processing: 8 Police Officer  
3 Police Cadet  
7 Police Communications Officer (PCO)
- Hired a PCO
- Enrolled 2 Police Cadets in the Academy
- **Communications**
  - Answered approximately 1,952 incoming calls for police service.

## OPERATIONS DIVISION

- **Road Patrol**
  - Calls for Service: 8471; Including: Watch Orders: 2598; Night Eyes: 795; Community Contacts: 61
  - 99 arrests (49 Felonies) this month. 564 Traffic Stops.  
Notable arrests:
    - NMBPD units responded to a burglary in progress where two subjects were found inside a home and a third acted as a lookout. Officers quickly saturated the area, detained all subjects, and placed them into custody without incident.
    - Battery/Aggravated Assault with a Deadly Weapon: During an altercation, the subject assaulted the victim, produced a firearm, and prevented her from calling police. The victim fled to a neighbor's house to call for help, and the subject was later taken into custody.

Prepared by  
Captain Lino Diaz  
09/06/2024



# HIGHLIGHTS & SIGNIFICANT INCIDENTS

## OPERATIONS DIVISION (Continued)

- **SRT (Special Response Team)**
  - Tactical Investigative Unit (TIU), with assistance from NMB & Aventura SRT, Drug Enforcement Agency (DEA), and Secret Service, executed a search warrant, seizing MDMA, marijuana, morphine, cocaine, firearms (including a stolen shotgun and machine gun), over 1,000 rounds of ammo, and \$69,000. The subject was arrested for cocaine trafficking, possession with intent to sell, and firearm possession by a convicted felon.
  - TIU conducted a successful undercover operation leading to the arrest of a known crack cocaine supplier for probation violation and possession with intent to sell. NMB SRT assisted in safely apprehending the suspect during a staged drug sale.
  - TIU, with assistance from NMB & Aventura SRT, DEA, and Secret Service, executed a search warrant, seizing marijuana, crack cocaine, oxycodone, and hydrochloride pills. Three arrests were made for resisting arrest, outstanding warrants, and various drug-related charges, including possession with intent to sell near a childcare facility.

## COMMUNITY PARTNERSHIP DIVISION

- **Events Attended**
  - National Night Out
- **Meetings Attended**
  - Crime Prevention Unit and Police Athletic League (PAL) attended the SE Crime Prevention Meeting held in Sunny Isles.
- **Miscellaneous**
  - The Community Partnership Unit (CP), with assistance from the Mobile Crisis Response Unit, Baker Acted the resident, towed two vehicles, cleaned the swale, and worked with Code and Public Works to deem the residence @ 15844 NE 10 Ct. unsafe, ensuring the resident was placed in an Assisted Living Facility.
  - 1881 NE 164 Street - Allison Academy: The CP Unit conducted active shooter training and a school walkthrough, providing recommendations to improve security and harden entry points
  - School Visibility: The CP Unit and the Motors Unit provided high visibility during the first week of school, saturating school zones and enforcing speed limits during drop-off and pick-up times
  - The CP Unit successfully got the light at Taylor Park replaced and operable at the request of Ms. Lynn Su.

Prepared by  
Captain Lino Diaz  
09/06/2024





# HIGHLIGHTS & SIGNIFICANT INCIDENTS

## COMMUNITY PARTNERSHIP DIVISION (Continued)

- **Miscellaneous (Continued)**
  - The CP Unit and Florida Alcohol Beverage and Tobacco, inspected Rincon Sabroso, discovered unauthorized alcoholic beverages, resulting in the arrests of the owner and manager, fines, and the impounding of the alcohol. The establishment will be monitored to ensure future compliance.

## INVESTIGATIVE DIVISION

- August 12, 2024: A male with a violent past was arrested for nine counts of burglary to a structure.
- August 13, 2024: A male was arrested for possessing hundreds of explicit digital files of young children after a residential search warrant.
- Fraud Arrests: NMBPD made five arrests focused on fraud, including two fugitives from Broward County, all charged with Felony Criminal Use of Personal Information.
- August 20, 2024: A male was arrested for First Degree Murder and Armed Robbery in a June homicide; additional arrests are pending.
- TIU Narcotics Arrests: Two adults were arrested, and large amounts of narcotics, firearms, and money were seized.
- Suicide Response: Detectives responded to a suicide at 260 NE 174 St; no foul play suspected.
- Serial Business Burglar: Detectives identified the subject, and he was taken into custody.
- Armed Robbery Arrest: Arrests made in a Walgreens armed robbery involving theft of thousands of dollars.
- Smoke Shop Homicide: Additional armed robbery charges were added for the subject involved.
- August 28, 2024 - Search Warrant: TIU, with assistance from multiple agencies, seized drugs and made three arrests at 13510 Highland Dr.

Prepared by  
Captain Lino Diaz  
09/06/2024



# NORTH MIAMI BEACH POLICE DEPARTMENT

## TARGETED CRIMES - CM (JULY 2024 to AUGUST 2024)



ROBBERY		
	2023	2024
JUL	8	5
AUG	6	5
<b>TOTAL</b>	<b>14</b>	<b>10</b>

BURGLARY (RESIDENCE)		
	2023	2024
JUL	8	8
AUG	8	8
<b>TOTAL</b>	<b>16</b>	<b>16</b>

BURGLARY (NON-RESIDENCE)		
	2023	2024
JUL	4	11
AUG	3	11
<b>TOTAL</b>	<b>7</b>	<b>22</b>

MOTOR VEHICLE THEFT		
	2023	2024
JUL	23	19
AUG	17	18
<b>TOTAL</b>	<b>40</b>	<b>37</b>

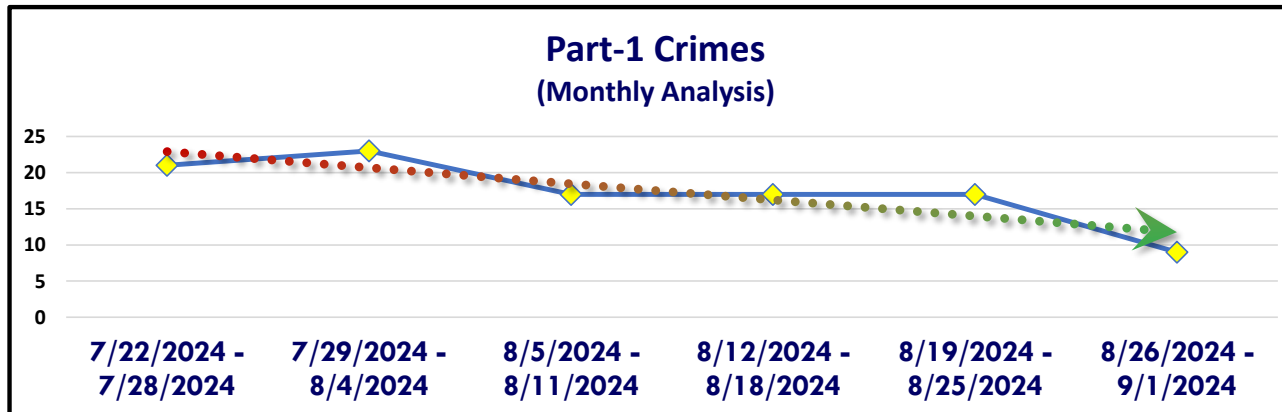
**NOTE:** The data reflected above is in National Incident-Based Reporting System (NIBRS) format. NIBRS captures details on each single crime incident—as well as on separate offenses within the same incident—including information on victims, known offenders, relationships between victims and offenders,

DATA BELOW IS NOT IN NIBRS FORMAT											
ROBBERY (ARMED)			ROBBERY (STRONG-ARM)			BURGLARY (VEHICLE)			ASSAULT (AGGRAVATED)		
	2023	2024		2023	2024		2023	2024		2023	2024
JUL	3	1	JUL	5	4	JUL	31	22	JUL	12	4
AUG	2	2	AUG	4	3	AUG	29	16	AUG	12	8
<b>TOTAL</b>	<b>5</b>	<b>3</b>	<b>TOTAL</b>	<b>9</b>	<b>7</b>	<b>TOTAL</b>	<b>60</b>	<b>38</b>	<b>TOTAL</b>	<b>24</b>	<b>12</b>

HOMICIDE		
	2023	2024
JUL	0	0
AUG	1	0
<b>TOTAL</b>	<b>1</b>	<b>0</b>

SEXUAL BATTERY		
	2023	2024
JUL	1	1
AUG	3	1
<b>TOTAL</b>	<b>4</b>	<b>2</b>

**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 **downward** trend in reported Part-1 crimes.



**City Manager's Report  
16.4.**

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

**MEMORANDUM**

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<b>TO:</b>	Mayor and City Commission
<b>FROM:</b>	
<b>VIA:</b>	
<b>DATE:</b>	September 17, 2024

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**RE:** Capital Improvement Program Report

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**Description**

**BACKGROUND**

**ANALYSIS:**

**RECOMMENDATION:**

**FISCAL/ BUDGETARY**

**IMPACT:**

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**ATTACHMENTS:**

Description

☐ CIP Dashboard

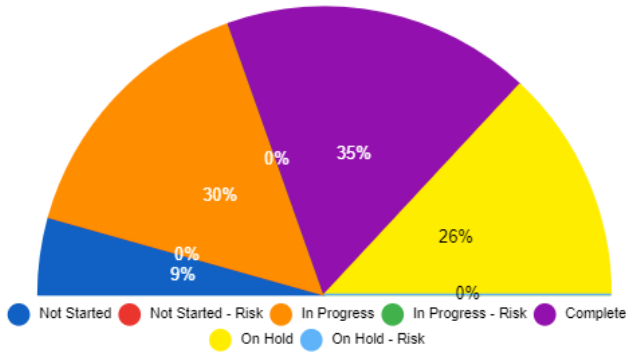


- Links**
- CIP Project Request Form
  - Active Projects Report

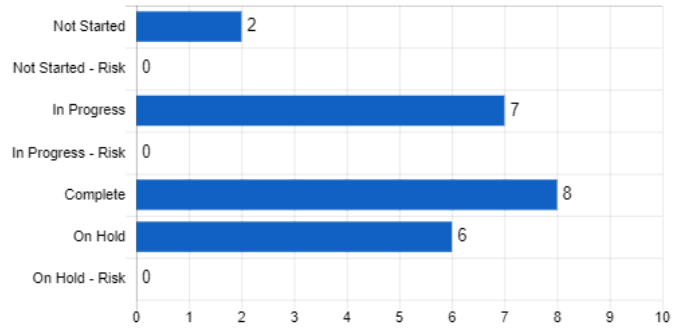
# Capital Improvement Program Portfolio Dashboard

## CIP - Projects Portfolio

Percent of Projects by Status

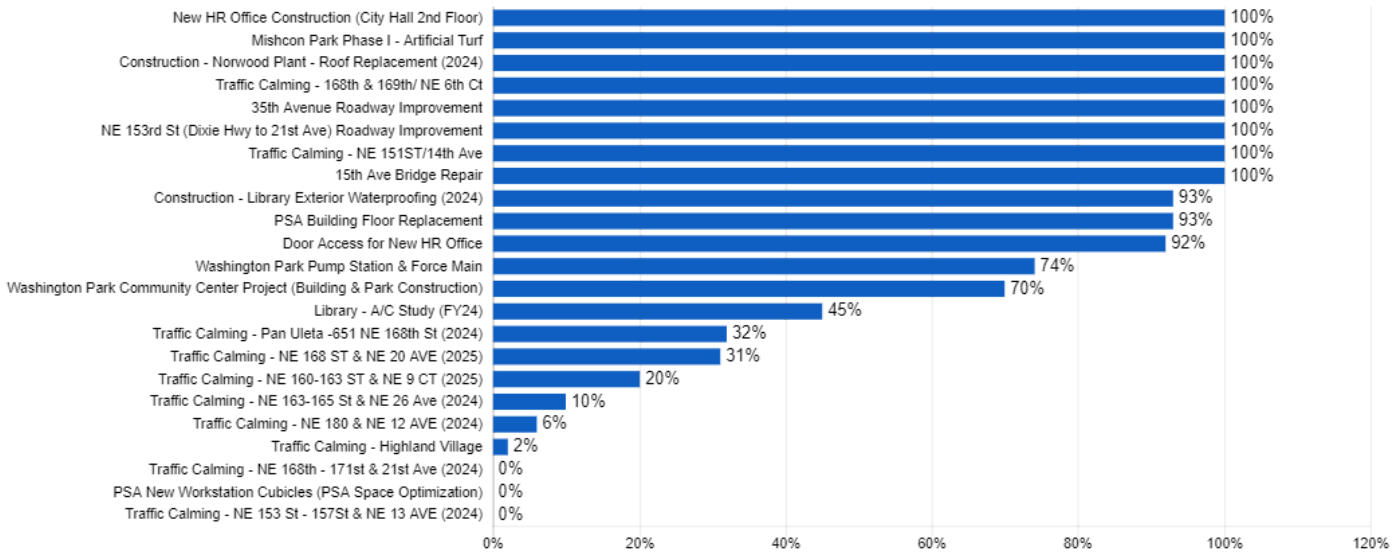


Count of Projects by Status



## Overall Project Progress (% Complete)

Project Percent Complete



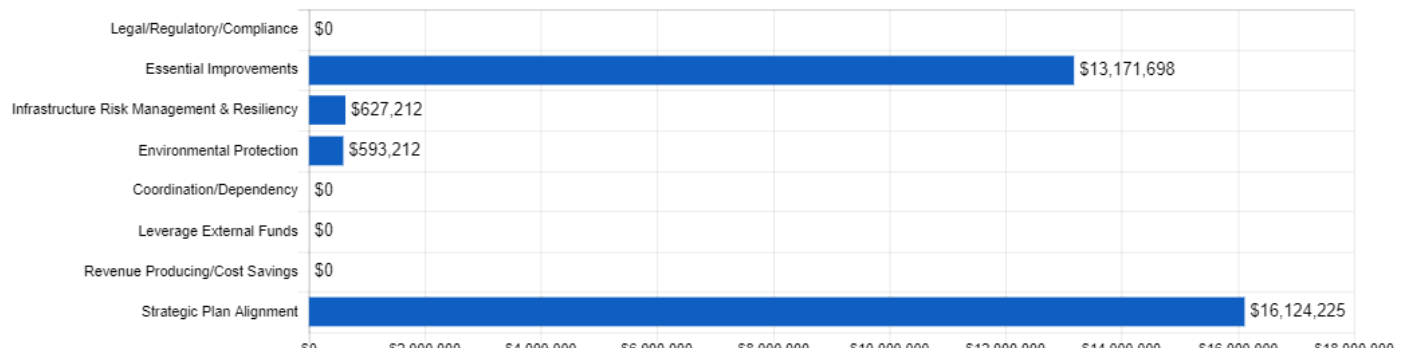
Project Name	Project Location	Project Description/Scope	Weekly Updates/Comments	Status	Actual Start	Actual End	% Complete	Amount (Funded)	Type of Project
<b>Total</b>			Count <b>23</b>					Sum <b>\$34,255,685.7</b>	
<b>Current Phase</b>			Count <b>2</b>					Sum <b>\$225,000.00</b>	
Traffic Calming - NE 168th - 171st & 21st Ave (2024)	(City Owned Parking Resurfacing)	NE 14-15Avenue, NE 169-170st-171st *New* 170 and 171 are major issues...parking on curb. Obstruction of view when cars are parked. SOW: Striping and Resurfacing  NE 169/168/NE 21st Ave (Restriping, bad condition parking, no partitions in parking space) - Streets team may be able to do this	FY26 Project	Not Started	10/01/25	07/28/26	0%	\$0.00	Construction/Infrastruc Projects Traffic Calmin
PSA New Workstation Cubicles (PSA Space Optimization)	17050 ne 19th Ave	PSA Building Reconfiguration	This project was approved by City Manager 08/2024. Pending Commission Budget Approval 09/2024	Not Started	10/01/24	09/10/26	0%	\$225,000.00	Construction - Building Improvements
<b>Current Phase</b>			Count <b>1</b>					Sum <b>\$25,000.00</b>	

Library - A/C Study (FY24)	Library Annex - 1601 NE 164th Street	A/C Distribution Study for the Library. Analysis of library and use of the library. Recommendation will include a/c system set-up needed to efficiency cool building	ARPA Funded FY24	In Progress	07/01/24	03/03/25	45%	\$25,000.00	Construction - Building Improvements
Current Phase <b>4. Design</b>			Count <b>8</b>						Sum <b>\$23,992,905.0</b>
Washington Park Community Center Project (Building & Park Construction)	15280 NE 15 CT.	Design and construction of community complex to include new covered basketball courts, multi purpose field, aquatic attractions and new recreation center	Resolution for the Washington Park Design Services Agreement with KCI received & approved. 95% Construction Documents ETA to City -10/21/24 (last opportunity for comments). The City review period is 10 days. • Plans will be 100% complete and permitting can begin on Monday 12/2/24. Sewer and lift station phase of project (Phase 1): o Currently in Permitting (Hazen and Sawyer) • Permit documents were submission to DERM on July 29th • DERM RFI were provided to Hazen and Soyer on August 9th  o Next Steps to Permitting Process • Hazen revises package and resubmits to City for review/execution: 9/4/24 • City review/execution: 2-3 days • Hazen resubmits to DERM. DERM review and approval.	In Progress	07/09/19	10/05/26	70%	\$21,890,730.00	Construction - New Building
Traffic Calming - Pan Uleta -651 NE 168th St (2024)	651 NE 168th Street	Install speed bumps mini circulator and curb eliminator and guard rails	Project On Hold. Pending Commission Budget Approval 09/2024 to proceed with design and construction of phase II. To date, two traffic calming speed tables with related street signs have been installed to assist in responding to the urgent safety concern of the residents in this area. CMA submitted proposal to design 03/5/2024. CMA awaiting P.O. to design. Scope: roundabout 8-10 months. Can complete in FY25	On Hold	08/01/23	12/23/25	32%	\$250,000.00	Construction/Infrastruc Projects Traffic Calmin
Traffic Calming - NE 168 ST & NE 20 AVE (2025)	NE 168 Street & NE 20 Avenue Roundabout	Mini Roundabout Installation intersection of NE 168th St/20 Ave	CMA submitted proposal of design estimates and conceptual plans in 03/2024. CMA waiting on p.o. for design. We can design and construct in FY25 with funding. Need ~\$250k for design + construction to bring to close.	On Hold	01/01/24	10/02/25	31%	\$275,000.00	Construction/Infrastruc Projects Traffic Calmin
Traffic Calming - Highland Village	Highland Village	Master plan to convert streets to one way network, with bike lanes on both sides. Awaiting Drainage work to be complete prior to moving forward. Awaiting proposal for design from CMA	Striping Completed. Project on Hold waiting Drainage work to be complete prior to moving forward. Awaiting proposal for design from CMA. ETA for completion FY27	On Hold	12/01/22	12/31/27	2%	\$250,000.00	Construction/Infrastruc Projects Traffic Calmin
Traffic Calming - NE 163-165 St & NE 26 Ave (2024)	NE 163-165St & NE 26th Ave	Location NE 26th Ave. Eastern Shores, Traffic Calming Project. This project includes the installation of 1) a high visibility high raised mid-block crosswalk near the NE 26th Ave. and NE 165th Street intersection, 2) electronic speed feedback signs (ESFS) north of NE 165th St and north of NE 163rd Streets and 3) sidewalk along the west side of the section of 26th Ave from 165th Street to 163rd Street.  CMA submitted a fee proposal to design on 03/6/2024. CMA awaiting P.O. Design + construction can complete in FY25	Study received 1/13/23. Fee proposal to design received 3/6/24. Awaiting FY25 approved budget to proceed with Design and Construction. Project can complete in FY25 if approved.	In Progress	11/11/22	10/02/24	10%	\$201,675.00	Construction/Infrastruc Projects Traffic Calmin
Traffic Calming - NE 180 & NE 12 AVE (2024)	NE 180 St & NE 12 Ave Traffic Calming	Study results will determine design cost (Recommendation: speed bumps on 180th, and signage).  CMA sent proposal to design on 3/6/24. CMA awaiting P.O. to move forward. Design + Construction can be completed in FY25	Study complete 1/13/23, proposal to design received 3/6/24, pending FY25 budget approval to move forward with design + construction. Can be completed FY25	On Hold	11/11/22	12/31/25	6%	\$112,000.00	Construction/Infrastruc Projects Traffic Calmin
Traffic Calming - NE 153 St - 157St & NE 13 AVE (2024)	NE 13 Ave Traffic Calming	Raised intersections at NE 153 St, NE 155 St & 157 St (Install 25 MPH Speed Signs), not funded so can't start design; Design Funded in FY24. Construction FY25  CMA submitted proposal for design 11/9/2022, CMA awaiting p.o. to proceed with design	Proposal for design received 11/9/22; pending FY25 budget approval to move forward with Design and construction.	On Hold	08/01/22	05/27/27	0%	\$908,500.00	Construction/Infrastruc Projects Traffic Calmin
Traffic Calming - NE 160-163 ST & NE 9 CT (2025)	NE 9 Ct Traffic Calming	Study results will determine design cost. Recommendation speed hum at the segments between ne 160th terrace & ne 163rd st, also recommend a crosswalk at the intersection of NE 160th Terce with NE 9th Court. Only adding crosswalks and speedbumps. Unfunded FY24  Study recommendation results speed humps, signage, new crosswalk. CMA is pending to submit a fee proposal for design.	Study received 2/26/23, scope crosswalks and speedbumps. Pending FY25 approved budget for Design	On Hold	12/26/22	01/16/26	20%	\$105,000.00	Construction/Infrastruc Projects Traffic Calmin
Current Phase <b>5. Permitting</b>			Count <b>1</b>						Sum <b>\$3,559,270.00</b>
Washington Park Pump Station & Force Main	Washington Park	Pump Station and force main	Sewer and lift station phase of project (Phase 1): o Currently in Permitting (Hazen and Sawyer) • Permit documents were submission to DERM on July 29th • DERM RFI were provided to Hazen and Soyer on August 9th  o Next Steps to Permitting Process • Hazen revises package and resubmits to City for review/execution: 9/4/24	In Progress	07/06/23	11/28/25	74%	\$3,559,270.00	Construction/Infrastruc Projects Utility

• City review/execution: 2-3 days  
 • Hazen resubmits to DERM. DERM review and approval.

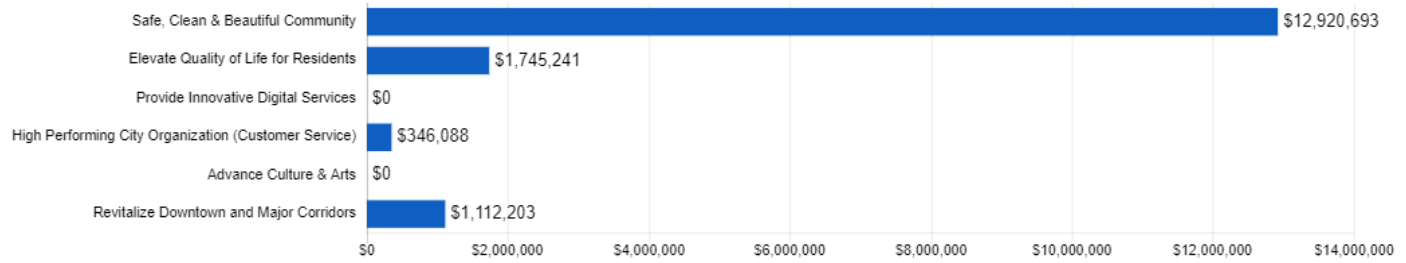
Current Phase		Count		Sum					
<b>7. Construction</b>		<b>3</b>		<b>\$311,752.00</b>					
Construction - Library Exterior Waterproofing (2024)	1601 NE 164 St	Revitalization and renovation of Laffe Allen Library	Completion of the foot path/ external flooring around the building incomplete due to the weather impacting application of the final floor finish. Application requires no rain.	In Progress	02/14/24	10/02/24	93%	\$114,752.00	Construction - Building Improvements
Door Access for New HR Office	17011 NE 19th AVE	Facility Renovation (Human Resources)	The installation of the card reader system in completed. The vendor is scheduling the testing of the system and final inspections with the County and City to close out the opened permits. This process should take about a week to complete.	In Progress	04/17/24	10/09/24	92%	\$7,000.00	Goods & Services (Furniture, Fixture, Equipment, Hardware, Software)
PSA Building Floor Replacement	PSA Buidling, 17011 NE 19th Ave, NMB, FL	Replacement of PSA carpet in offices & common spaces	Final inspections walkthrough week of 9/9/24 and IT workstation set-up. Project to schedule	In Progress	07/01/24	09/13/24	93%	\$190,000.00	Construction - Building Improvements
<b>9. Completed</b>		<b>8</b>		<b>\$6,141,758.71</b>					
Construction - Norwood Plant - Roof Replacement (2024)	Norwood Water Plant, 19150 NW 8th Ave	Replace Roof @ Norwood Plant	Project Complete	Complete	02/22/23	06/23/23	100%	\$552,265.00	Construction - Building Improvements
Traffic Calming - 168th & 169th/ NE 6th Ct	168 & 169/NE 6 Ct-8th Ave	Installation of Speed Humps (traffic calming measure)	Project Complete	Complete	01/01/24	03/29/24	100%	\$17,478.60	Construction/Infrastruc Projects Traffic Calmin
35th Avenue Roadway Improvement	35th Ave/Eastern Shores	Roadway and Sidewalk Improvements (Road Striping/Resurfacing, Street Signs, Drainage, Sidewalk restoration and landscaping)	Project Complete	Complete	06/08/23	03/29/24	100%	\$1,243,390.77	Restriping/Resurfacing
NE 153rd St (Dixie Hwy to 21st Ave) Roadway Improvement	NE 153rd between Dixie Hwy & 21st Ave	Roadway and Sidewalk Improvements (Road Striping/Resurfacing, Street Signs, Drainage, Sidewalk restoration and landscaping)	Project Complete	Complete	11/01/23	06/12/24	100%	\$653,904.21	Restriping/Resurfacing
Traffic Calming - NE 151ST/14th Ave	NE 151st & 14th Ave	Installation of traffic circle (Round-About)	Project Complete	Complete	05/31/22	10/11/23	100%	\$422,822.00	Construction/Infrastruc Projects Traffic Calmin
15th Ave Bridge Repair	NE 15th Ave(between 171st & 170 St)	Bridge repair	Project Complete	Complete	03/05/24	06/05/24	100%	\$27,440.00	Construction - Non Building
Mishcon Park Phase I - Artificial Turf	16601 NE 15th Ave	This phase of the project will include the removal of contaminated soil, site remediation and the installation of artificial turf. the completed field will accommodate baseball football and soccer.	Installation of Turf completed	Complete	09/05/23	06/04/24	100%	\$2,608,313.90	Construction - Non Building
New HR Office Construction (City Hall 2nd Floor)	17011 NE 19th AVE	Facility Renovation (Human Resources)	Project Complete	Complete	10/01/23	05/31/24	100%	\$616,144.23	Construction - Building Improvements

**City Strategic Plan Alignment**



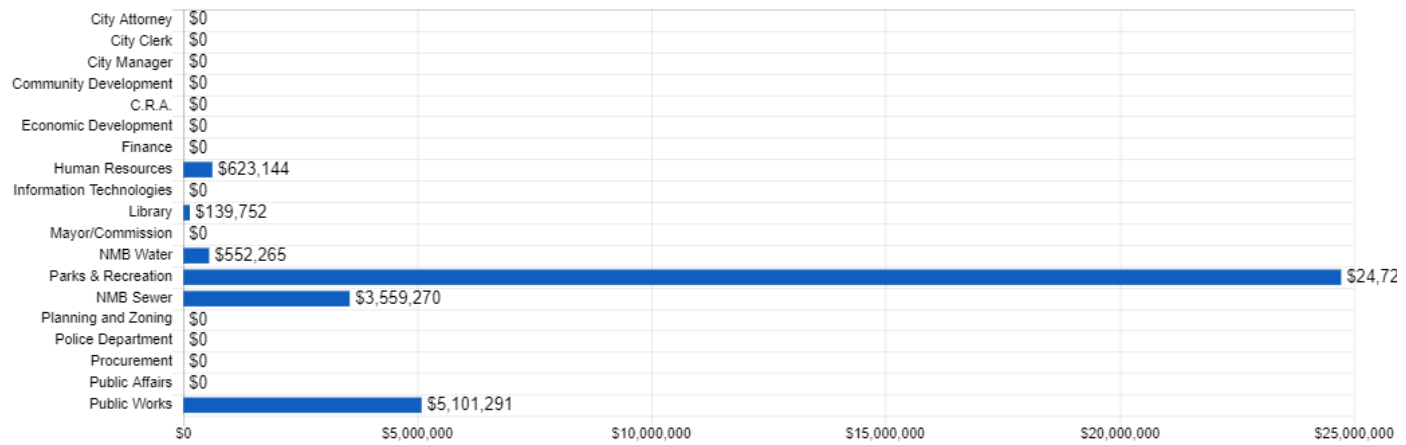


### Strategic Plan Alignment



### By Department

#### Allocated \$ by Department



### GIS View of CIP Projects

NMB CIP Projects 2024-2025 Open in Map Viewer Classic Sign In

Legend

No legend

Esri, USDA FSA Powered by Esri







