



CITY OF NORTH MIAMI BEACH
City Hall, Commission Chambers, 2nd Floor
17011 NE 19th Avenue
North Miami Beach, FL 33162
Tuesday, October 15, 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

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- 1. ROLL CALL OF CITY OFFICIALS**
 - 2. INVOCATION**
Moment of Silence in Recognition of the Hostages Held in Israel
(Commissioner Fortuna Smukler)
 - 3. PLEDGE OF ALLEGIANCE**
 - 4. REQUESTS FOR WITHDRAWALS, DEFERMENTS AND ADDITIONS TO THE AGENDA**
 - 5. PRESENTATIONS / DISCUSSIONS**
 - 5.1. County Updates (Miami-Dade County Commissioner Marleine Bastien, District 2)**
 - 5.2. Introduction by Florida State Representative-Elect Wallace Aristide, for District 107**
 - 5.3. Presentation of the FY 2024 Third Quarter Budget vs Actual Report**

(Sheron Stewart, Budget Administrator)

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. Budget Workshop Minutes of August 21, 2024 (Andrise Bernard, MMC, City Clerk)
- 9.2. Budget Hearing Minutes of September 10, 2024 (Andrise Bernard, MMC, City Clerk)
- 9.3. Commission Conference Minutes of September 17, 2024 (Andrise Bernard, MMC, City Clerk)
- 9.4. Regular Commission Meeting Minutes of September 17, 2024 (Andrise Bernard, MMC, City Clerk)
- 9.5. Budget Hearing Minutes of September 25, 2024 (Andrise Bernard, MMC, City Clerk)
- 9.6. Resolution No. R2024-110 To Approve Change Order for Swimming Pool Chemicals from Allied Universal Corp (Andrew Plotkin, Parks & Recreation 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 ALLIED UNIVERSAL CORP. FOR SWIMMING POOL CHEMICALS; INCREASING THE CONTRACT AMOUNT BY \$25,000.00; 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 BUDGET APPROPRIATION AND AVAILABILITY OF FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

- 9.7. Resolution No. R2024-111 To Approve Cloud-Based Phone System Piggyback with Ring Central (Ricardo Castillo, Chief Information Officer)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING A PIGGYBACK CONTRACT BETWEEN THE CITY AND RING CENTRAL, INC., FOR THE PURCHASE OF UNIFIED COMMUNICATIONS, EQUIPMENT AND SOFTWARE; 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 BUDGET APPROPRIATION AND AVAILABILITY OF FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

- 9.8. Resolution No. R2024-112 To Approve Recommendation of Award ITB-24-011-AS Pest & Rodent Control Services (Sam Zamacona, Public Works Director)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF

THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE AWARD OF INVITATION TO BID NO. ITB-24-011-AS PEST & RODENT CONTROL SERVICES WITH TWO LOWEST RESPONSIVE AND RESPONSIBLE BIDDERS: NORTHWEST EXTERMINATING CO., LLC AND TOWER PEST CONTROL, INC. AS PRIMARY AND SECONDARY VENDORS RESPECTIVELY, AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE AN AGREEMENT WITH BOTH THE PRIMARY AND SECONDARY VENDORS IN AN ESTIMATED ANNUAL BUDGETED AMOUNT OF \$90,000.00; 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.

- 9.9. Resolution No. R2024-113 To Approve a Piggyback Contract with Good Year Tire & Rubber Company for the Purchase of Tires, Tubes, and Services (Sam Zamacona, Public Works 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 GOODYEAR TIRE & RUBBER COMPANY FOR THE PURCHASE OF TIRES, TUBES AND SERVICES, IN AN ESTIMATED ANNUAL BUDGETED AMOUNT OF \$370,000.00; 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.

- 9.10. Resolution No. R2024-114 To Approve Florida International University North Campus/Biscayne - North Miami Beach Transit-Overlay District Master Plan Grant (Edward Ng, AICP, Interim Community Development Director)**

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE ACCEPTANCE OF THE MIAMI-DADE TRANSPORTATION PLANNING ORGANIZATION (MIAMI-DADE TPO) MUNICIPAL GRANT ADMINISTERED BY MIAMI-DADE TPO; 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.

- 9.11. Resolution No. R2024-115 To Approve Agreement for Traffic**

Congestion at 163 Street and Biscayne Boulevard (Commissioner Fortuna Smukler)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, EXPRESSING SUPPORT FOR A COLLABORATIVE REQUEST TO THE MIAMI-DADE TRANSPORTATION PLANNING ORGANIZATION AND THE FLORIDA DEPARTMENT OF TRANSPORTATION TO PRIORITIZE A STUDY ADDRESSING TRAFFIC CONGESTION AT THE INTERSECTION OF 163RD STREET AND BISCAYNE BOULEVARD; AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE A JOINT LETTER WITH NEIGHBORING CITIES; PROVIDING FOR DISTRIBUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

10. QUASI-JUDICIAL

10.1.Ordinance No. 2024-12 (Second 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.

10.2.Resolution No. R2024-116 Approving/Denying Variances for 174 Shoppes (Edward Ng, AICP, 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 24-52(D)(5) TO ALLOW FOR A MINIMUM PERVIOUS AREA OF 13.5%, IN LIEU OF THE REQUIRED 20%; APPROVING/DENYING A VARIANCE FROM SECTION 24-122(A)(1), TO ALLOW FOR A 0' 0" LANDSCAPE BUFFER, WHERE FIVE (5) FEET IS REQUIRED; APPROVING/DENYING A VARIANCE FROM SECTION 24-122(B)(1)(a), TO ALLOW FOR A 5' 6" LANDSCAPED ISLAND, IN LIEU OF THE TEN (10) FEET REQUIRED; APPROVING/DENYING A VARIANCE FROM SECTION 24- 122(B)(1)(b), TO ALLOW FOR TEN (10) CONTIGUOUS PARKING SPACES BETWEEN LANDSCAPED AREA, IN LIEU OF THE REQUIRED EIGHT (8)

PARKING SPACES; APPROVING/DENYING A VARIANCE FROM SECTION 24-52(D)(1), TO ALLOW FOR A LOT AREA OF 1.28 ACRES (56,090 SF), IN LIEU OF THE REQUIRED THREE (3) ACRES; APPROVING/DENYING A VARIANCE FROM SECTION 24-52(D)(3), TO PERMIT A FRONT SETBACK OF 8' 11" FOR BUILDING 1, IN LIEU OF THE REQUIRED TWENTY-FIVE (25) FEET; APPROVING/DENYING A VARIANCE FROM SECTION 24-52(D)(3), TO PERMIT A FRONT SETBACK OF 5' 8" FOR BUILDING 2, IN LIEU OF THE REQUIRED TWENTY-FIVE (25) FEET; APPROVING/DENYING A VARIANCE FROM SECTION 24-52(D)(3), TO ALLOW FOR A REAR SETBACK OF 0' 0" FOR BUILDING 1, IN LIEU OF THE REQUIRED TWENTY (20) FEET; APPROVING/DENYING A VARIANCE FROM SECTION 24-52(D)(3), TO PERMIT A REAR SETBACK OF 0' 0" for BUILDING 2, IN LIEU OF THE REQUIRED TWENTY (20) FEET; APPROVING/DENYING A VARIANCE FROM SECTION 24-97, TO PERMIT THE ALLOWANCE OF TWO LOADING SPACES DURING OFF BUSINESS HOURS ONLY; APPROVING/DENYING A VARIANCE FROM SECTION 24-95(B), TO PERMIT THE ALLOWANCE OF EIGHTY (80) PARKING SPACES, IN LIEU OF THE REQUIRED ONE HUNDRED AND FOUR (104) SPACES REQUIRED; AND APPROVING/DENYING THE SITE PLAN APPLICATION WITH CONDITIONS FOR THE CONSTRUCTION OF AN EIGHT THOUSAND EIGHT HUNDRED AND THIRTY SEVEN (8,837) SQUARE FOOT (PHASE 01), ELEVEN THOUSAND ONE HUNDRED AND SIXTY THREE (11,163) SQUARE FOOT (PHASE 02) AND THREE THOUSAND FOUR HUNDRED AND TWENTY SIX (3,426) SQUARE FOOT (PHASE 03) SHOPPING CENTER COMPRISED OF TWO BUILDINGS TOTALING TWENTY THREE THOUSAND FOUR HUNDRED AND TWENTY SIX (23,426) SQUARE FEET, ELEVEN (11) INDEPENDENT BAYS, AND EIGHTY (80) PARKING SPACES, LOCATED AT 17450 BISCAYNE BOULEVARD; PROVIDING FOR FINDINGS OF FACT; CONFIRMING EXPIRATION AND LIMITATION OF APPROVAL; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

10.3. Resolution No. R2024-117 Approving/Denying Site Plan and Variances for Feldman House (Edward Ng, AICP, 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 24-95(B) TO ALLOW FOURTEEN (14) PARKING SPACES IN LIEU OF THE TWENTY THREE (23) PARKING SPACES REQUIRED;

APPROVING/DENYING A VARIANCE FROM SECTION 24-122(A) (1) TO ALLOW FOR A 2' 1" LANDSCAPE BUFFER IN LIEU OF THE FIVE (5) FOOT BUFFER REQUIRED; APPROVING/DENYING A VARIANCE FROM SECTION 24-122(B)(1)(a) TO PERMIT THE ALLOWANCE OF ONE TERMINAL ISLAND AT THE END OF EACH PARKING ROW, IN LIEU OF ONE ON EACH END; APPROVING/DENYING A VARIANCE FROM SECTION 24-122(B) (1)(b) TO PERMIT THE ALLOWANCE OF THIRTEEN (13) CONTIGUOUS PARKING SPACES BETWEEN LANDSCAPED AREA IN LIEU OF THE REQUIRED EIGHT (8) PARKING SPACES; AND APPROVING/DENYING THE SITE PLAN APPLICATION WITH CONDITIONS FOR THE CONSTRUCTION OF A 35- FOOT, TWO-STORY WAREHOUSE BUILDING WITH 11,408 SQUARE FEET OF WAREHOUSE SPACE AND 3,331 SPQUARE FEET OF OFFICE MEZZANINE SPACE, LOCATED AT 1981 NE 153rd STREET; PROVIDING FOR FINDINGS OF FACT; CONFIRMING EXPIRATION AND LIMITATION OF APPROVAL; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

11. LEGISLATION

11.1.Ordinance No. 2024-13 (Second Reading) Text Amendment for Multi-Family 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/EFW-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.

11.2.Ordinance No. 2024-14 (First Reading) Biscayne Overlay District (Edward Ng, AICP, Interim Community Development Director)

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AMENDING THE CITY OF NORTH MIAMI BEACH CODE BY AMENDING CHAPTER XXIV, ENTITLED “ZONING AND LAND DEVELOPMENT”; AMENDING ARTICLE V, ENTITLED “ZONING USE DISTRICTS”; AMENDING SECTION 24-52, ENTITLED “B-2 GENERAL BUSINESS DISTRICT”, TO CREATE SUBSECTION 24-52.1 ENTITLED “B2 GENERAL BUSINESS DISTRICT OVERLAY”, TO PROVIDE SPECIFIC REQUIREMENTS, AND TO PROVIDE UNIFORM DEVELOPMENT STANDARDS FOR PROPERTIES FACING THE BISCAYNE CORRIDOR WITHIN THE B2 GENERAL BUSINESS DISTRICT; PROVIDING FOR CONFLICTS, SCRIVENER ERRORS, SEVERABILITY, AND CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

11.3.Resolution No. R2024-118 To Approve Special Obligation Bonds, Series 2024 for Washington Park Site Construction (Sophia Taylor, Interim Finance Director)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF SPECIAL OBLIGATION BONDS, SERIES 2024 (PARKS PROJECT) IN AN AMOUNT NOT TO EXCEED \$30,000,000 FOR THE PURPOSE OF FUNDING THE PROJECT AND PAYING COSTS OF ISSUANCE; PROVIDING THAT THE SERIES 2024 BONDS SHALL BE LIMITED OBLIGATIONS OF THE ISSUER PAYABLE FROM NON-AD VALOREM REVENUES BUDGETED, APPROPRIATED AND DEPOSITED AS PROVIDED HEREIN; DELEGATING THE AWARD OF THE SALE OF THE SERIES 2024 BONDS TO THE MAYOR; MAKING CERTAIN PROVISIONS AND DELEGATING CERTAIN

RESPONSIBILITIES WITH RESPECT TO THE SERIES 2024 BONDS; APPROVING THE FORM AND AUTHORIZING THE EXECUTION AND DELIVERY OF A DISCLOSURE DISSEMINATION AGENT AGREEMENT APPROVING THE FORM AND AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND PURCHASE AGREEMENT; APPROVING THE FORM OF A PRELIMINARY OFFICIAL STATEMENT AND DELEGATING TO THE MAYOR OR THE FINANCE DIRECTOR THE AUTHORITY TO DEEM FINAL FOR CERTAIN PURPOSES AND APPROVE THE USE OF AND DISTRIBUTION OF THE PRELIMINARY OFFICIAL STATEMENT AND EXECUTION OF A FINAL OFFICIAL STATEMENT WITH RESPECT TO THE SERIES 2024 BONDS; APPOINTING A REGISTRAR AND PAYING AGENT; PROVIDING FOR THE RIGHTS, SECURITY AND REMEDIES FOR THE HOLDERS OF THE SERIES 2024 BONDS; AUTHORIZING CERTAIN OFFICIALS OF THE ISSUER TO EXECUTE SUCH SERIES 2024 BONDS AND ALL NECESSARY DOCUMENTS ON BEHALF OF THE ISSUER AND TO TAKE ALL ACTIONS REQUIRED IN CONNECTION WITH THE SALE, ISSUANCE AND DELIVERY OF SUCH SERIES 2024 BONDS; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; REPEALING ALL RESOLUTIONS IN CONFLICT HERewith; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

11.4. Resolution No. 2024-119 To Approve City Events, Fee Waiver, and Facility Usage Policy (Mario A. Diaz, City Manager)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, ADOPTING THE CITY EVENTS, FEE WAIVER, AND FACILITY USAGE POLICY; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

11.5. Resolution No. R2024-120 To Approve Coastal Waste & Recycling of Florida Contractual Obligation Donation Allocations (Marline Monestime, Chief of Staff)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING “ADDITIONAL CONTRACTOR OBLIGATIONS” OF THE AGREEMENT BETWEEN THE CITY OF NORTH MIAMI BEACH AND COASTAL WASTE & RECYCLING OF FLORIDA; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

11.6. Resolution No. R2024-121 To Approve City Commission Meeting Dates for the 2025 Calendar Year (Andrise Bernard, MMC, City

Clerk)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, SETTING THE DATES FOR THE CITY COMMISSION MEETINGS FOR THE 2025 CALENDAR YEAR; AND PROVIDING FOR AN EFFECTIVE DATE.

11.7. Resolution No. R2024-122 To Approve All Webbs Enterprise Change Order (Pedro Melo, Interim 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 ALL WEBB'S ENTERPRISE, INC., INCREASING THE CONTRACT AMOUNT BY \$260,000.00; 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.

11.8. Resolution No. R2024-123 To Approve Washington Park Sewer & Lift Station (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 AWARD OF INVITATION TO BID NO. ITB-24-033-SG – WASHINGTON PARK PUMP STATION & FORCE MAIN PROJECT – PARK 1912; 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; AND SUBJECT TO THE BUDGET APPROPRIATION AND AVAILABILITY OF FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

11.9. Resolution No. R2024-124 To Approve External Audit Services (Sophia Taylor, Interim Finance Director)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING THE RANKING OF THE THREE (3) MOST HIGHLY QUALIFIED FIRMS THAT RESPONDED TO REQUEST FOR QUALIFICATIONS RFP-24-018-SG EXTERNAL AUDITING SERVICES; AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE AN AGREEMENT WITH THE TOP-RANKED, MOST-QUALIFIED FIRM AND, IF NEGOTIATIONS ARE UNSUCCESSFUL, WITH THE NEXT HIGHEST RANKED FIRM

SUCCESSIVELY, UNTIL AN ACCEPTABLE AGREEMENT CAN BE RECOMMENDED FOR CITY COMMISSION APPROVAL.

11.10 Resolution No. R2024-125 To Approve Motorola Radios Piggyback (Nelson Camacho, Interim Chief of Police)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING A PIGGYBACK CONTRACT BETWEEN THE CITY AND MOTOROLA SOLUTIONS, INC., FOR THE PURCHASE OF APX NEXT PORTABLE RADIOS, SOFTWARE SUBSCRIPTION AND WARRANTY; IN A TOTAL BUDGETED AMOUNT OF \$1,869,000.00; 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 BUDGET APPROPRIATION AND AVAILABILITY OF FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

12. BUSINESS TAX RECEIPTS - None

13. APPOINTMENTS

13.1.Appointing Jihane Elizee to the Economic Development Commission (Andrise Bernard, MMC, City Clerk)

13.2.Appointing Sebastien Scemla to the Economic Development Commission (Andrise Bernard, MMC, City Clerk)

14. MISCELLANEOUS ITEMS - None

15. DISCUSSION ITEMS

15.1.Branding (Vice Mayor Phyllis S. Smith)

16. CITY MANAGER'S REPORT

16.1.NMB Water Updates & Highlights (September 2024)

16.2.NMBPD Monthly Report (September 2024)

16.3.CIP Dashboard

17. CITY ATTORNEY'S REPORT- None

18. CITY COMMISSION REPORTS

19. MAYOR'S DISCUSSION

20. NEXT REGULAR CITY COMMISSION MEETING

Thursday, October 24, 2024

21. ADJOURNMENT



Invocation

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

MEMORANDUM

TO:	Mayor and City Commission
FROM:	
VIA:	
DATE:	October 15, 2024

RE: Moment of Silence in Recognition of the Hostages Held in Israel (Commissioner Fortuna Smukler)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY

IMPACT:



**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

TO:	Mayor and City Commission
FROM:	Andrise Bernard, MMC, City Clerk
VIA:	
DATE:	October 15, 2024

RE: Budget Workshop Minutes of August 21, 2024 (Andrise Bernard, MMC, City Clerk)

Description

BACKGROUND None.
ANALYSIS:

RECOMMENDATION: Approval.

FISCAL/ BUDGETARY None.
IMPACT:

ATTACHMENTS:

Description

- ☐ Budget Workshop Minutes of August 21, 2024



CITY OF NORTH MIAMI BEACH
City Hall, Commission Chambers, 2nd Floor
17011 N.E. 19th Avenue
North Miami Beach, FL. 33162
Wednesday, August 21, 2024

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

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

City Commission Budget Workshop Minutes

ROLL CALL OF THE CITY OFFICIALS

The Budget Workshop was called to order at 5:13pm.
Mayor Evan Piper, Vice Mayor McKenzie Fleurimond, Commissioner Chernoff, Commissioner Daniela Jean, Commissioner Phyllis Smith, and Commissioner Fortuna Smukler were present.
Commissioner Michael Joseph was absent.

DISCUSSION

City Manager Mario Diaz provided an overview of the workshop.

Deputy City Manager David Scott, Assistant Director of Public Works Kerlyne McHenry, and Director of Public Works Sam Zamacona discussed approved and tentative Capital Improvement Program (CIP) projects allocated in the general fund and with American Rescue Plan Act (ARPA) funds including several traffic calming projects.

Chief of Staff Marline Monestime presented an overview regarding phase 1 and phase 2 of the American Rescue Plan Act (ARPA) funds including the accomplishments, completed activities, activities in progress, and reallocation requests.

City Manager Mario Diaz discussed ongoing projects regarding the Building Department.

Chief Procurement Officer Shereece George Depusoir discussed the automated vendor registration process.

ADJOURNMENT

The Budget Workshop was adjourned at 7:13pm.

ATTEST:

(SEAL)

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

TO:	Mayor and City Commission
FROM:	Andrise Bernard, MMC, City Clerk
VIA:	
DATE:	October 15, 2024

RE: Budget Hearing Minutes of September 10, 2024 (Andrise Bernard, MMC, City Clerk)

Description

BACKGROUND None.
ANALYSIS:

RECOMMENDATION: Approval.

FISCAL/ BUDGETARY None.
IMPACT:

ATTACHMENTS:

Description

- Budget Hearing Minutes of September 10, 2024
- Form 8B



CITY OF NORTH MIAMI BEACH

Public Budget Hearing
City Hall, Commission Chambers, 2nd Floor
17011 N.E. 19th Avenue
North Miami Beach, FL. 33162
Tuesday, September 10, 2024

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 Attorney Greenspoon Marder, LLP
City Clerk Andrise Bernard, MMC

Public Budget Hearing Minutes

ROLL CALL OF THE CITY OFFICIALS

The Budget Hearing was called to order at 6:13pm.

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

LEGISLATION

Resolution R2024-97 Tentative Millage Rate for Fiscal Year 2025 (Sheron Stewart, Budget Administrator)

A RESOLUTION OF THE MAYOR AND COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA ESTABLISHING AND ADOPTING THE TENTATIVE LEVYING OF AD VALOREM TAXES FOR THE CITY OF NORTH MIAMI BEACH FOR FISCAL YEAR 2024 - 2025 IN THE AMOUNT OF 6.1000 MILLS WHICH IS 9.62% HIGHER THAN THE ROLLED-BACK RATE TO BALANCE THE GENERAL FUND; ESTABLISHING THE ROLLED BACK RATE TO BE 5.5647 MILLS; ESTABLISHING THE DEBT SERVICE MILLAGE RATE AT 0.2232 MILLS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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. Amy Salzman
2. Jose Diaz
3. Mubarak Kazan
4. Ketley Joachim

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

Motion to approve Resolution R2024-97 made by Commissioner Joseph, seconded by Commissioner Chernoff.

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

MOTION PASSED 6-0 with Commissioner Fleurimond absent at the time of the vote.

(Commissioner Fleurimond arrived later in the hearing and stated that he approved the item therefore Resolution R2024-97 passed by a vote of 7-0).

Resolution R2024-98 Adopting the Tentative Fiscal Year 2025 Budget (Sheron Stewart, Budget Administrator)

A RESOLUTION OF THE MAYOR AND COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA ADOPTING THE TENTATIVE ANNUAL BUDGET FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2024 AND ENDING SEPTEMBER 30, 2025; AUTHORIZING THE EXPENDITURE OF FUNDS APPROPRIATED IN THE BUDGET; ACKNOWLEDGING THE LEVY AND COLLECTION OF TAXES ON REAL AND PERSONAL PROPERTY AND OTHER REVENUES NECESSARY TO MEET THE EXPENDITURES PROVIDED IN THE BUDGET; PROVIDING FOR TRANSMITTAL BY THE CITY CLERK; CONFIRMING ADDITIONAL POWERS AND CONDITIONS; AUTHORIZING ENCUMBRANCES AND CARRY FORWARD; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

City Manager Mario Diaz provided a presentation regarding the proposed budget.

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. Mubarak Kazan

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

The Mayor and Commission discussed the proposed budget.

Mayor Piper disclosed his affiliation with the North Miami Beach Chamber of Commerce and recused himself.

Motion to approve to remove the Chamber of Commerce item from the budget and conduct a separate vote made by Vice Mayor Smith, seconded by Commissioner Smukler.

Roll Call Vote: Fleurimond - **Yes**, Jean - **Yes**, Joseph - **Yes**, Smukler - **Yes**, Chernoff - **Yes**, Smith - **Yes**
MOTION PASSED 6-0 with Mayor Piper recused.

The Mayor and Commission continued to discuss the proposed budget.

Motion to approve Resolution R2024-98 without the Chamber of Commerce item made by Commissioner Joseph, seconded by Commissioner Smukler.

Roll Call Vote: Jean - **Yes**, Joseph - **Yes**, Smukler - **Yes**, Chernoff - **Yes**, Fleurimond - **Yes**, Smith - **No**, Piper - **Yes**
MOTION PASSED 6-1 with Vice Mayor Smith opposed.

The Chamber of Commerce item was brought back for discussion and Mayor Piper recused himself.

Vice Mayor Smith opened the meeting for **PUBLIC COMMENT**.

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

1. Lynn Su
2. Mubarak Kazan

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

Motion to approve funding \$20,000 in the budget to the Chamber of Commerce made by Commissioner Smukler, seconded by Vice Mayor Smith.

The Commission discussed the item and the previous motion was withdrawn.

Motion to approve to receive an audit regarding the Chamber of Commerce made by Commissioner Smukler, seconded by Commissioner Joseph.

City Manager Mario Diaz and City Attorney Joe Geller discussed the item and the previous motion was withdrawn.

Motion to approve funding \$30,000 in the budget to the Chamber of Commerce in conjunction with a financial analysis made by Commissioner Smukler, seconded by Commissioner Joseph.

Roll Call Vote: Joseph - **Yes**, Smukler - **Yes**, Chernoff - **Yes**, Fleurimond - **Yes**, Jean - **Yes**, Smith - **Yes**
MOTION PASSED 6-0 with Mayor Piper recused.

ADJOURNMENT

The Budget Hearing was adjourned at 8:12pm.

ATTEST:

(SEAL)

Andrise Bernard, MMC, City Clerk

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

LAST NAME—FIRST NAME—MIDDLE NAME PIPER, EVAN SCOTT	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE CITY OF NO. MIAMI BEACH Commission
MAILING ADDRESS 16425 N.E. 32nd AVENUE	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF: <input checked="" type="checkbox"/> CITY <input type="checkbox"/> COUNTY <input type="checkbox"/> OTHER LOCAL AGENCY
CITY COUNTY N. MIAMI BEACH MIAMI-DADE	NAME OF POLITICAL SUBDIVISION: _____
DATE ON WHICH VOTE OCCURRED September 10, 2024	MY POSITION IS: <input checked="" type="checkbox"/> ELECTIVE <input type="checkbox"/> APPOINTIVE

WHO MUST FILE FORM 8B

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

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

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

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

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

RECEIVED

SEP 25 2024

* * * * *

ELECTED OFFICERS:

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

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

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

CITY CLERK'S OFFICE

* * * * *

APPOINTED OFFICERS:

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

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

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

APPOINTED OFFICERS (continued)

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

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

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

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, EVAN SCOTT PEPPER hereby disclose that on SEPTEMBER 10, 2024:

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

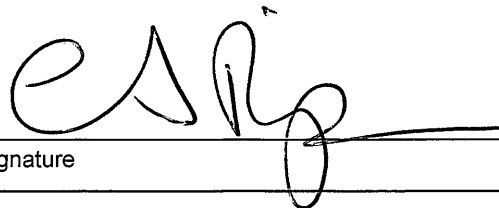
- inured to my special private gain or loss;
- inured to the special gain or loss of my business associate, _____;
- inured to the special gain or loss of my relative, _____;
- inured to the special gain or loss of NORTH MIAMI BEACH CHAMBER OF COMMERCE, INC. by whom I am retained; or act as the president.
- inured to the special gain or loss of _____, which is the parent organization or subsidiary of a principal which has retained me.

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

ANNUAL ALLOCATION TO THE NORTH MIAMI BEACH CHAMBER OF COMMERCE, INC.

9/25/24

Date Filed



Signature

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



**Consent Agenda
9.3.**

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

MEMORANDUM

TO:	Mayor and City Commission
FROM:	Andrise Bernard, MMC, City Clerk
VIA:	
DATE:	October 15, 2024

RE: Commission Conference Minutes of September 17, 2024 (Andrise Bernard, MMC, City Clerk)

Description

BACKGROUND None.
ANALYSIS:

RECOMMENDATION: Approval.

FISCAL/ BUDGETARY None.
IMPACT:

ATTACHMENTS:

Description

- ☐ Commission Conference Minutes of September 17, 2024



CITY OF NORTH MIAMI BEACH
City Hall, Commission Chambers, 2nd Floor
17011 N.E. 19th Avenue
North Miami Beach, FL. 33162
Tuesday, September 17, 2024

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

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

City Commission Conference Minutes

ROLL CALL OF THE CITY OFFICIALS

The Commission Conference was called to order at 5:11pm.
Mayor Evan Piper, Vice Mayor Phyllis Smith, Commissioner Chernoff, Commissioner McKenzie Fleurimond, Commissioner Daniela Jean, Commissioner Michael Joseph, and Commissioner Fortuna Smukler were present.

PRESENTATIONS

Proclamation recognizing Hunger Action Month

The Mayor and Commission presented a proclamation.

Proclamation recognizing National I.T. Professionals Day

The Mayor and Commission presented a proclamation.

Proclamation recognizing St. Fort's Funeral Home

The Mayor and Commission presented a proclamation.

Proclamation recognizing Omar Cassola

The Mayor and Commission presented a proclamation.

Proclamation recognizing John Aaron

The Mayor and Commission presented a proclamation.

Proclamation recognizing Human Resources Professionals Day

The Mayor and Commission presented a proclamation.

Proclamation recognizing DJ Ben Hop

The Mayor and Commission presented a proclamation.

Proclamation recognizing Aymee Nuviola

The Mayor and Commission presented a proclamation.

ADJOURNMENT

The Commission Conference was adjourned at 5:59pm.

ATTEST:

(SEAL)

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

TO:	Mayor and City Commission
FROM:	Andrise Bernard, MMC, City Clerk
VIA:	
DATE:	October 15, 2024

RE: Regular Commission Meeting Minutes of September 17, 2024 (Andrise Bernard, MMC, City Clerk)

Description

BACKGROUND None.
ANALYSIS:

RECOMMENDATION: Approval.

FISCAL/ BUDGETARY None.
IMPACT:

ATTACHMENTS:

Description

- ☐ Regular City Commission Meeting Minutes of September 17, 2024 (Andrise Bernard, MMC, City Clerk)



CITY OF NORTH MIAMI BEACH
City Hall, Commission Chambers, 2nd Floor
17011 N.E. 19th Avenue
North Miami Beach, FL. 33162
Tuesday, September 17, 2024

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

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

City Commission Meeting Minutes

ROLL CALL OF THE CITY OFFICIALS

The Regular Commission Meeting was called to order at 6:33pm.

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

INVOCATION by Rabbi Alan Litwack of Temple Sinai.

PLEDGE OF ALLEGIANCE was led by the Mayor and Commission.

REQUESTS FOR WITHDRAWALS, DEFERMENTS, AND ADDITIONS TO THE AGENDA

City Clerk Andrise Bernard announced the following:

- The fiscal year 2023 audit presentation will be deferred to a future meeting.
- An item regarding a proposed bank loan issuance for the settlement agreement with Miami Gardens will be added before the Consent Agenda.
- A discussion item regarding communication consulting services will be withdrawn at the request of Commissioner Joseph.

The Mayor and Commission discussed communication consulting services.

Motion to approve to authorize the City Manager to spend \$25,000 a month for the next 60 days (\$50,000 in total) for communication consulting services and the item can not return to the Mayor

and Commission without a full workup and plan made by Commissioner Fleurimond, seconded by Commissioner Joseph.

Motion to amend the previous motion to state \$27,000 a month (\$54,000 in total) made by Commissioner Chernoff, seconded by Commissioner Smukler.
The amendment was approved by consensus.

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

Motion to approve the agenda as amended made by Vice Mayor Smith, seconded by Commissioner Smukler.

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

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. Rose Coriolan
2. Ketley Joachim
3. Tricia Harris
4. Karen Harrold
5. Ruth Ogen
6. Lynn Su
7. Mubarak Kazan
8. David Zapen

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

ANNOUNCEMENTS

Communications Manager Jennifer Torna announced an upcoming Farm Sare food distribution, Town Hall meeting, social security education seminar, senior luncheon, community Zumba class, Domestic Violence Awareness Run and Walk, and Monster Mash Bash Halloween event.

CITY COMMISSION REPORTS

Commissioner Chernoff wished a happy Jewish new year and discussed candidates and campaign signs.

Commissioner Fleurimond wished a happy Jewish new year, discussed the Haitian community, expressed opposition regarding xenophobic and racist comments, and asked the City Attorney to draft a resolution.

Commissioner Jean stated the importance of solidarity, discussed National Voters Registration Day, talked about the Tenn Summit event regarding gun violence and the lien program, and wished a happy Jewish new year.

Commissioner Joseph echoed the comments of his colleagues and talked about National Hamburger Day.

Commissioner Smukler talked about having another Commission Meeting this month, stated that Miami-Dade County Commissioner Marleine Bastien will be present at the Commission Meeting in October, praised the Hispanic Heritage Month concert, wished a happy Jewish new year, announced an upcoming Breast Cancer Awareness Month event, thanked the North Miami Beach Police Department, and expressed support for the Haitian community.

Vice Mayor Smith discussed National Voters Registration Day, expressed support for the Haitian community, praised the Hispanic Heritage Month concert, talked about vehicle theft, gun violence, mental health, and City events including the Heart Health Walk, and wished a happy Jewish new year.

Mayor Piper announced upcoming North Miami Beach Chamber of Commerce events, expressed support for the Haitian community, and wished a happy Jewish new year.

RESOLUTION R2024-106

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA AUTHORIZING AND PROVIDING THE ISSUANCE OF A TAXABLE SPECIAL OBLIGATION BOND, SERIES 2024 IN AN AMOUNT NOT TO EXCEED \$9,200,000.00 FOR THE PURPOSE OF FUNDING THE PROJECT AND PAYING COSTS OF ISSUANCE; PROVIDING THAT THE SERIES 2024 BOND SHALL BE A LIMITED OBLIGATION OF THE CITY PAYABLE FROM NON-AD VALOREM REVENUES BUDGETED, APPROPRIATED, AND DEPOSITED AS PROVIDED HEREIN; PROVIDING FOR THE RIGHTS, SECURITIES, AND REMEDIES FOR THE OWNER OF THE SERIES 2024 BOND; AUTHORIZING CERTAIN OFFICIALS OF THE ISSUER TO EXECUTE SUCH SERIES 2024 BOND AND ALL NECESSARY DOCUMENTS ON BEHALF OF THE ISSUER AND TO TAKE ALL ACTIONS REQUIRED IN CONNECTION WITH THE SALE, ISSUANCE, AND DELIVERY OF SUCH SERIES 2024 BOND; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

Interim Director of Finance Sophia Taylor and JoLinda Herring of Bryant Miller Olive provided an explanation of the resolution regarding the funding of the settlement agreement with the City of Miami Gardens.

Motion to approve Resolution R2024-106 made by Commissioner Chernoff, seconded by Commissioner Smukler.

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

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

1. Mubarak Kazan
2. David Zapen
3. Karen Harrold

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

The Mayor and Commission discussed the proposed resolution.

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

CONSENT AGENDA

Pre-Budget Workshop Minutes of July 9, 2024

Commission Conference Meeting Minutes of August 27, 2024

Regular Commission Meeting Minutes of August 27, 2024

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.

Resolution 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.

Resolution 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.

Resolution 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.

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

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

QUASI-JUDICIAL

Resolution 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; 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 N.E. 171ST 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 she received a Jennings Disclosure form from Commissioner Jean and announced 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 Chernoff, Commissioner Fleurimond, Commissioner Joseph, Commissioner Smukler, Vice Mayor Smith, and Mayor Piper disclosed the names of the individuals (if any) that they communicated with regarding this item and confirmed that they can make a decision based on the information presented at the meeting.

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

Interim Director of Community Development Edward Ng provided a presentation regarding the proposed site plan and request for variances.

Cesar Mestre appeared before the Mayor and Commission and provided additional information.

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

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

1. David Zapen
2. Karen Harrold
3. Frank Ortiz
4. Mubarak Kazan

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

The Mayor and Commission discussed the item.

Motion to approve Resolution R2024-102 made by Commissioner Smukler, seconded by Vice Mayor Smith.

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

MOTION PASSED 7-0.

Resolution 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 N.E. 170th 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 announced 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 and stated that she received a Jennings Disclosure form from Commissioner Jean.

Commissioner Chernoff, Commissioner Fleurimond, Commissioner Joseph, Commissioner Smukler, Vice Mayor Smith, and Mayor Piper disclosed the names of the individuals (if any) that they communicated with regarding this item and confirmed that they can make a decision based on the information presented at the meeting.

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

Interim Director of Community Development Edward Ng provided a presentation regarding the proposed request for variances.

Alter Gambarte appeared before the Mayor and Commission and provided additional information.

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 item and a condition to maintain the structure to prevent drainage on a neighboring property was added and accepted by Alter Gambarte on behalf of the owner.

Motion to **approve** Resolution R2024-103 made by Vice Mayor Smith, seconded by Commissioner Smukler.

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

MOTION PASSED 7-0.

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 N.E. 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.

City Clerk Andrise Bernard announced 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 and stated that she received a Jennings Disclosure form from Commissioner Jean.

Commissioner Chernoff, Commissioner Fleurimond, Commissioner Joseph, Commissioner Smukler, Vice Mayor Smith, and Mayor Piper disclosed the names of the individuals (if any) that they communicated with regarding this item and confirmed that they can make a decision based on the information presented at the meeting.

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

Interim Director of Community Development Edward Ng provided a presentation regarding the proposed zoning code map amendment.

Lorena Pardo appeared before the Mayor and Commission.

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

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

There were so speakers.

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

The Mayor and Commission discussed the item.

Motion to approve Ordinance 2024-12 made by Vice Mayor Smith, seconded by Commissioner Chernoff.

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

Piper - **Yes**

MOTION PASSED 7-0.

LEGISLATION

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.

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

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

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

1. Scott Greenwald
2. Alter Gambarte

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

The Mayor and Commission discussed the item.

Motion to approve Ordinance 2023-02 made by Commissioner Smukler, seconded by Commissioner Joseph.

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

MOTION PASSED 7-0.

Ordinance No. 2024-13 (First Reading) Text Amendment for Multi-Family Parking Regulations (Edward Ng, 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/EFW-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.

Interim Director of Community Development Edward Ng provided an explanation of the ordinance and City Manager Mario Diaz provided additional information.

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

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

1. Matt Amster
2. Mubarak Kazan

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

The Mayor and Commission discussed proposed changes to the city code to improve and increase parking requirements for multi-family development projects.

Motion to approve Ordinance 2024-13 made by Commissioner Fleurimond, seconded by Commissioner Joseph.

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

MOTION PASSED 7-0.

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); 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.

Commissioner Fleurimond asked to discuss the proposed high water usage one-time forgiveness policy for residential customers along with this resolution.

Chief of Staff Marline Monestime provided an explanation of the resolution, stated that the funds must be obligated by December 31, 2024 and expended by September 30, 2026, and presented completed activities/projects and reallocation requests.

City Manager Mario Diaz explained the We Care To Share program and the proposed forgiveness policy to mitigate financial hardship for customers facing high water bills.

Motion to amend Resolution 2024-80 to increase the maximum amount per household received from the We Care To Share program to \$600.00 and establish the one-time forgiveness policy maximum amount at \$2,000.00 made by Commissioner Fleurimond, seconded by Commissioner Joseph. The amendment was approved by consensus.

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**.

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

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

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

The Mayor and Commission discussed the item.

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 2024-87 made by Vice Mayor Smith, seconded by Commissioner Chernoff.

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

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; 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.

City Manager Mario Diaz provided an explanation of the resolution.

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

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

There were no speakers.

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

Motion to approve Resolution 2024-93 to include a one year extension made by Vice Mayor Smith, seconded by Commissioner Joseph.

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

Resolution R2024-94 Approve Contract Renewal 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 AND 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.

City Manager Mario Diaz provided an explanation of the resolution.

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 item.

Motion to approve Resolution 2024-94 made by Commissioner Chernoff, seconded by Commissioner Fleurimond.

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

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 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.

City Manager Mario Diaz provided an explanation of the resolution.

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 item.

Motion to approve Resolution 2024-95 made by Commissioner Fleurimond, seconded by Commissioner Chernoff.

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

Resolution R2024-104 Transfer of the Public Services Administration (PSA) Building from the Water Utility Enterprise Fund to the Building Services Enterprise Fund (Sophia Taylor, Interim 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.

City Manager Mario Diaz provided an explanation of the resolution.

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

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

There were no speakers.

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

Motion to approve Resolution 2024-104 made by Commissioner Chernoff, seconded by Vice Mayor Smith.

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

Resolution 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.

City Manager Mario Diaz and Interim Director of Finance Sophia Taylor provided an explanation of the resolution.

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 item.

Motion to approve Resolution 2024-105 made by Commissioner Fleurimond, seconded by Commissioner Chernoff.

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

City Attorney Joe Geller requested an executive session to discuss the negotiations regarding the police union and the Mayor and Commission reached a consensus on a date and time.

DISCUSSION ITEMS

Chief of Staff Marline Monestime discussed the Coastal Waste and Recycling of Florida contractual obligation donation and allocations. The Mayor and Commission provided recommendations to allocate funds for existing programs and to establish new programs. City Manager Mario Diaz asked the Mayor and Commission to individually submit a list of programs and allocation amounts to be reviewed and brought back as a resolution.

The Mayor and Commission discussed City events.

ADJOURNMENT

The meeting was adjourned at 12:00am.

ATTEST:

(SEAL)

Andrise Bernard, MMC, City Clerk



**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

TO:	Mayor and City Commission
FROM:	Andrise Bernard, MMC, City Clerk
VIA:	
DATE:	October 15, 2024

RE: Budget Hearing Minutes of September 25, 2024 (Andrise Bernard, MMC, City Clerk)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY

IMPACT:

ATTACHMENTS:

Description

- ☐ Budget Hearing Minutes of September 25, 2024



CITY OF NORTH MIAMI BEACH

Public Budget Hearing
City Hall, Commission Chambers, 2nd Floor
17011 N.E. 19th Avenue
North Miami Beach, FL. 33162
Wednesday, September 25, 2024

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 Attorney Greenspoon Marder, LLP
City Clerk Andrise Bernard, MMC

Public Budget Hearing Minutes

ROLL CALL OF THE CITY OFFICIALS

The Budget Hearing was called to order at 6:28pm.

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

LEGISLATION

Resolution No. R2024-108 Final Millage Rate for Fiscal Year 2025 (Sheron Stewart, Budget Administrator)

A RESOLUTION OF THE MAYOR AND COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, ESTABLISHING AND ADOPTING THE FINAL LEVYING OF AD VALOREM TAXES FOR THE CITY OF NORTH MIAMI BEACH FOR THE FISCAL YEAR 2024-2025 YEAR COMMENCING OCTOBER 1, 2024 AND ENDING SEPTEMBER 30, 2025 IN THE AMOUNT OF 6.1000 MILLS, WHICH IS 9.62% HIGHER THAN THE ROLLED-BACK RATE, TO BALANCE THE GENERAL FUND; ESTABLISHING THE ROLLED BACK RATE TO BE 5.5647 MILLS; ESTABLISHING THE DEBT SERVICE MILLAGE RATE AT 0.2232 MILLS; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

City Manager Mario Diaz provided an explanation of the resolution.

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

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

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

1. Rolland Veilleux
2. Ellis Keeter
3. Mubarak Kazan

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

Motion to approve Resolution R2024-108 made by Vice Mayor Smith, seconded by Commissioner Joseph.

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

MOTION PASSED 7-0.

Resolution No. R2024-109 Adopting the Final Fiscal Year 2025 Budget (Sheron Stewart, Budget Administrator)

A RESOLUTION OF THE COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, ADOPTING THE FINAL ANNUAL BUDGET FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2024 AND ENDING SEPTEMBER 30, 2025; AUTHORIZING THE EXPENDITURE OF FUNDS APPROPRIATED IN THE FINAL BUDGET; ACKNOWLEDGING THE LEVY AND COLLECTION OF TAXES ON REAL AND PERSONAL PROPERTY AND OTHER REVENUES NECESSARY TO MEET THE EXPENDITURES PROVIDED IN THE FINAL BUDGET; PROVIDING FOR THE AUTHORIZATION TO RE-APPROPRIATE CAPITAL OUTLAY LINE ITEMS AND ENCUMBERED PURCHASES IN THE 2023-2024 FISCAL YEAR TO THE 2024-2025 FISCAL YEAR; PROVIDING FOR TRANSMITTAL BY THE CITY CLERK; CONFIRMING ADDITIONAL POWERS AND CONDITIONS; AUTHORIZING ENCUMBRANCES AND CARRY FORWARD; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Motion to approve to vote separately from the budget the line item regarding the North Miami Beach Chamber of Commerce made by Vice Mayor Smith, seconded by Commissioner Smukler.

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

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

There were no speakers.

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

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

City Manager Mario Diaz provided a presentation regarding the City budget and discussed how tax dollars are calculated; operating, debt, and roll back millage rates; fiscal year 2024 accomplishments, budgetary pressures/expenses and highlights/revenues; general fund expenditures by department; calendar of City events; projected unassigned fund balance; North Miami Beach Library staffing, services, opportunities, and challenges; capital improvement and American Rescue Plan Act (ARPA) projects; funds regarding water, sewer, solid waste, stormwater, CITT, Community Redevelopment Agency (CRA), and building.

City Manager Mario Diaz expressed the importance of enhancing public safety, investing in employees and technology, improving community aesthetics and functionality, and increasing focus on economic development, transparency, and relevance.

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 final fiscal year budget.

Motion to approve Resolution R2024-109 (not including line item regarding the North Miami Beach Chamber of Commerce) made by Commissioner Chernoff, seconded by Commissioner Joseph.
Roll Call Vote: Fleurimond - **Yes**, Jean - **Yes**, Joseph - **Yes**, Smukler - **Yes**, Chernoff - **Yes**, Smith - **No**, Piper - **Yes**
MOTION PASSED 6-1 with Vice Mayor Smith opposed.

Mayor Piper announced that he is recusing himself from the vote on the line item regarding the North Miami Beach Chamber of Commerce and left the dais.

Motion to approve an expenditure of \$30,000 to the North Miami Beach Chamber of Commerce made by Commissioner Joseph, seconded by Commissioner Smukler.

Vice Mayor Smith 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**.

Roll Call Vote: Jean - **Yes**, Joseph - **Yes**, Smukler - **Yes**, Chernoff - **Yes**, Fleurimond - **Yes**, Smith - **Yes**
MOTION PASSED 6-0 with Mayor Piper recused.

ADJOURNMENT

The Budget Hearing was adjourned at 8:31pm.

ATTEST:

(SEAL)

Andrise Bernard, MMC, City Clerk



**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

TO:	Mayor and City Commission
FROM:	Andrew Plotkin, Parks & Recreation Department
VIA:	Mario A. Diaz, City Manager
DATE:	October 15, 2024

RE: Resolution No. R2024-110 To Approve Change Order for Swimming Pool Chemicals from Allied Universal Corp (Andrew Plotkin, Parks & Recreation Director)

Description

**BACKGROUND
ANALYSIS:**

The Southeast Florida Cooperative Purchasing Governmental Group in partnership with the lead agency, City of Sunrise, issued and awarded Bid No. 23-05-12-HR “Swimming Pool Chemicals” to Allied Universal Corp. (“Allied”). The term of the Allied Contract was effective March 3, 2023, through March 24, 2024, with two (2) additional one (1) year renewal terms.

The City of North Miami Beach Parks and Recreation Department uses sodium hypochlorite to sanitize the water at its swimming pools to eliminate harmful bacteria and pathogens, prevent algae growth, and to oxidize non-living contaminants that may be present. This guarantees a clean and safe environment for swimmers and patrons.

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 Allied to increase the previously approved expenditure by \$25,000.00, thereby increasing the estimated annual budgeted amount to \$70,000

**FISCAL/ BUDGETARY
IMPACT:**

As approved in the adopted budget appropriation.

ATTACHMENTS:

Description

- ▣ Exhibit A
- ▣ Resolution



EXHIBIT A

CHANGE ORDER FORM

PROCUREMENT MANAGEMENT DIVISION
(Revised 5.1.23)

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

Summary of Amount	
<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:

[Empty box for Description of Change]

Procurement Notes:

[Empty box for 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)
Andrew Plotkin

(Signature) (Date)

By:  9/17/24

(Department Head) (Date)

APPROVED:

By: _____
(Finance Department) (Date)

By: _____
(Procurement Department) (Date)

By: _____
(Mario A. Diaz, City Manager) (Date)



**Southeast Florida Governmental Purchasing
Cooperative Group**

CONTRACT AWARD

Please complete each of the applicable boxes and submit with bid documents, award notices and tabulations to rwhitcomb@greenacresfl.gov for placement on the NIGP SEFL website Cooperative contract page.

PAGE 1 OF 2

BID/RFP No. Bid 23-05-12-HR

Description/Title: Swimming Pool Chemicals

Initial Contract Term: Start Date: 03/26/23 End Date: 03/25/24

Renewal Terms of the Contract: 2 (No. of Renewals) Renewal Options for 1 year (Period of Time)

Renewal No. 1 Start Date: 3/26/24 End Date: 3/25/25

Renewal No. Start Date: End Date:

Renewal No. Start Date: End Date:

Renewal No. Start Date: End Date:

SECTION #1 VENDOR AWARD

Vendor Name: BRENNTAG MID-SOUTH, INC.

Vendor Address: 250 CENTRAL FLORIDA PARKWAY ORLANDO FL 32824

Contact: RAY SIBBITT

Phone: 270-860-3145 Fax:

Cell/Pager: Email Address: RSIBBITT@BRENNTAG.COM

Website: WWW.BRENNTAGMIDSOUTH.COM FEIN: 61-0504545

VENDOR AWARD

Vendor Name: FLORIDA POOL FILLS, INC.

Vendor Address: 1025 GATEWAY BLVD. #303-336 BOYNTON BEACH FL 33426

Contact: JOANNE CIONE

Phone: 561-802-7600 Fax:

Cell/Pager: Email Address: JOANNE@FLORIDAPOOLFILLS.COM

Website: WWW.FLORIDAPOOLFILLS.COM FEIN: 85-2743207

VENDOR AWARD

Vendor Name: COMMERCIAL ENERGY SPECIALISTS, LLC
Vendor Address: 952 JUPITER PARK LANE, SUITE 1, JUPITER FL 33458
Contact: REMY BAKER
Phone: 561-744-1557 Fax: 561-746-5898
Cell/Pager: _____ Email Address: RBAKER@CESWATERQUALITY.COM
Website: WWW.CESWATERQUALITY.COM FEIN: 59-2550057

VENDOR AWARD

Vendor Name: ALLIED UNIVERSAL CORP.
Vendor Address: 3901 NW 115 AVENUE MIAMI FL 33178
Contact: CRISTHIANNE MUNGUIA EXT. 0125
Phone: 305-888-2623 Fax: 786-522-0215
Cell/Pager: _____ Email Address: BIDS@ALLIEDUNIVERSAL.COM
Website: WWW.ALLIEDUNIVERSAL.COM FEIN: 59-0776285

SECTION #2

AWARD/BACKGROUND INFORMATION

Award Date: 3/14/23 Resolution/Agenda Item No.: 23-38
Insurance Required: Yes No _____
Performance Bond Required: Yes _____ No

SECTION #3

LEAD AGENCY

Agency Name: CITY OF SUNRISE
Agency Address: 10770 W OAKLAND PARK BLVD SUNRISE FL 33351
Agency Contact: HOLLY RAPHAELSON Email HRAPHAELSON@SUNRISEFL.GOV
Telephone: 954-572-2202 Fax: 954-578-4809

FINANCE & ADMIN. SERVICES DEPARTMENT
Purchasing Division
Phone: 954-572-2274



January 22, 2024

Sent Via Email: newells@allieduniversal.com

Allied Universal Corp.
Attn: Newell "David" Stockdale
3901 NW 115th Avenue
Miami, Florida 33178

Subject: First Renewal with adjustment – SE FL Governmental Purchasing Cooperative Group
Bid Title: Swimming Pool Chemicals, Bid No. 23-05-12-HR

Dear Mr. Stockdale:

The above referenced Contract shall expire on March 26, 2024. Pursuant to the terms and conditions of the Bid, paragraph 4.4, the City reserves the right to renew the Contract for two (2) additional one (1) year periods. I would like to inform you that the City of Sunrise approved the pricing adjustment requested by your firm at time of renewal. Accordingly, effective March 27, 2024, the price shall be firm for the first renewal option for the period of March 27, 2024 through March 26, 2025:

Sodium Hypochlorite /gallon, 500 gal Minimum qty., Liquid Chlorine, Batch	Item 9a	Bid Price 1.64/gallon
Sodium Hypochlorite /gallon, 500 gal Minimum qty., Liquid Chlorine, Continuous	Item 10a	Bid Price 1.64/gallon

Rush Fee for Expedited Delivery within 48 hours of notice: \$100.00/delivery

If you have not already done so, please submit a current Certificate of Insurance listing the City of Sunrise as additional insured for the amounts indicated in the bid document. Please send same to my attention at Purchasing Division, City of Sunrise, 10770 W. Oakland Park Blvd., Sunrise, FL 33351. If you wish to fax it you can do so to 954-578-4809.

If I can be of further assistance, please do not hesitate to contact me at 954-572-2202.

Best Regards,

A handwritten signature in black ink, appearing to read "JTC", is written over a horizontal line.

John T Curran, CPPB, NIGP-CPP
Procurement Manager

cc: Southeast Florida Governmental Purchasing Cooperative Group

Signature: _____

A handwritten signature in blue ink, appearing to read "JPalmer", is written over a horizontal line.
Jeff Palmer
President/CEO
Allied Universal Corporation

Date: _____

A handwritten date "1/23/2024" in blue ink is written over a horizontal line.

FINANCE & ADMIN. SERVICES DEPARTMENT
Purchasing Division
Phone: 954-572-2274



January 11, 2024

Sent Via Email: rsibbitt@brenntag.com

Mr. Ray Sibbitt
Brenntag Mid-South, Inc.
250 Central Florida Parkway
Orlando, FL 32824-7601

Subject: First Renewal– Southeast Florida Governmental Purchasing Cooperative Group
Bid Title: Swimming Pool Chemicals, Bid No. 23-05-12-HR

Dear Mr. Sibbitt:

The above referenced Contract shall expire on March 26, 2024. Pursuant to the terms and conditions of the Bid, paragraph 4.4, the City reserves the right to renew the Contract for two (2) additional one (1) year periods providing all terms and conditions remain the same. The City wishes to exercise the first renewal option for the period of March 27, 2024 through March 26, 2025. The prices shall be firm in accordance with your bid:

Soda Ash, 50 LB bag	Item 1	Bid Price	\$21.00/bag
Cyanuric Acid 100 LB drum	Item 4	Bid Price	\$146.00/drum
Muriatic Acid 55 Gallon drum	Item 6	Bid Price	\$171.67/drum
Calcium Chloride 50 LB bag	Item 8	Bid Price	\$19.10/bag
Calcium Hypochlorite 100 LB drum	Item 13	Bid Price	\$217.33/drum
Course Rock Salt, Cargill Salt, 50 LB Pail	Item 17	Bid Price	\$11.57/pail

Please sign, date and return this acknowledgement of renewal along with a current certificate of insurance and email to: hraphaelson@sunrisefl.gov.

If I can be of further assistance, please do not hesitate to contact me at 954-572-2202.

Best Regards,

Holly Raphaelson, C.P.M., CPPO, CPSM, NIGP-CPP
Procurement Specialist

cc: Southeast Florida Governmental Purchasing Cooperative Group

Signature:
Ray Sibbitt

Date: 1/12/2024

FINANCE & ADMIN. SERVICES DEPARTMENT
Purchasing Division
Phone: 954-572-2274



January 11, 2024

Sent Via Email: rbaker@ceswaterquality.com

Mr. Alvaro Mendoza, President
Commercial Energy Specialists, LLC
952 Jupiter Park Lane, Suite 1
Jupiter, Florida 33458

Subject: First Renewal with adjustment– Southeast Florida Governmental Purchasing Cooperative Group - Bid Title: Swimming Pool Chemicals, Bid No. 23-05-12-HR

Dear Mr. Mendoza:

The above referenced Contract shall expire on March 26, 2024. Pursuant to the terms and conditions of the Bid, paragraph 4.4, the City reserves the right to renew the Contract for two (2) additional one (1) year periods. As the City's Procurement Manager, I have approved the pricing adjustment requested by your firm at time of renewal. Accordingly, effective March 27, 2024, the price shall be firm for the first renewal option for the period of March 27, 2024 through March 26, 2025:

Chlorine Briquettes, Pulsar Brand, 50# Pail	Item 15	Bid Price \$161.11/pail
Potassium Peroxymonosulfate, 50# Pail	Item 16	Bid Price \$296.72/pail


Balance of Line 20% Discount

Rush Fee for Expedited Delivery within 48 hours of notice: \$50.00/delivery

Please sign, date and return this acknowledgement of renewal along with a current certificate of insurance and email to: hraphaelson@sunrisefl.gov.

If I can be of further assistance, please do not hesitate to contact me at 954-572-2202.

Best Regards,


for John T Curran, CPPB, NIGP-CPP
Procurement Manager

cc: Southeast Florida Governmental Purchasing Cooperative Group

Signature: 
Alvaro Mendoza, President

Date: 1-25-24

FINANCE & ADMIN. SERVICES DEPARTMENT
Purchasing Division
Phone: 954-572-2274



January 11, 2024

Sent Via Email: joanne@floridapoolfills.com

Mr. Shawn Luttenauer
Florida Pool Fills, Inc.
1025 Gateway Blvd, Suite 303-336
Boynton Beach, Florida 33426

Subject: First Renewal – Southeast Florida Governmental Purchasing Cooperative Group
Bid Title: Swimming Pool Chemicals, Bid No. 23-05-12-HR

Dear Mr. Luttenauer:

The above referenced Contract shall expire on March 26, 2024. Pursuant to the terms and conditions of the Bid, paragraph 4.4, the City reserves the right to renew the Contract for two (2) additional one (1) year periods providing all terms and conditions remain the same. The City wishes to exercise the first renewal option for the period of March 27, 2024 through March 26, 2025. The prices shall be firm in accordance with your bid:

Diatomaceous Earth 50 LB bag	Item 2	Bid Price \$32.00/bag
Sodium Bicarbonate 50 LB bag	Item 3	Bid Price \$32.00/bag
Cyanuric Acid 50 LB drum	Item 5	Bid Price \$110.00/drum
Muriatic Acid, 1 Gallon container	Item 7	Bid Price \$6.50/gallon
Sodium Hypochlorite /gallon, No Minimum qty., Liquid Chlorine, Batch	Item 9b	Bid Price \$1.74/gallon
Sodium Hypochlorite /gallon, No Minimum qty., Liquid Chlorine, Continuous	Item 10b	Bid Price \$1.74/gallon
Chlorine Dry Tablet (3" Tablet) 50 LB pail	Item 11	Bid Price \$215.00/pail
Sodium Trichloride 50 LB Bag	Item 12	Bid Price \$245.00/bag
Calcium Hypochlorite 25 LB pail	Item 14	Bid Price \$92.00/pail
Tile Cleaner 1Qt container	Item 18	Bid Price \$15.50/container
All Clear Mustard Knock-out 2LB container	Item 19	Bid Price \$20.00/container

Please sign, date and return this acknowledgement of renewal along with a current certificate of insurance and email to: hraphaelson@sunrisefl.gov.

If I can be of further assistance, please do not hesitate to contact me at 954-572-2202.

Best Regards,

Holly Raphaelson, C.P.M., CPPO, CPSM, NIGP-CPP
Procurement Specialist

cc: Southeast Florida Governmental Purchasing Cooperative Group

Signature:
Shawn Luttenauer

Date: 1-18-2024

RESOLUTION NO. 2024-XX

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 ALLIED UNIVERSAL CORP. FOR SWIMMING POOL CHEMICALS; INCREASING THE CONTRACT AMOUNT BY \$25,000.00; 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 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, the Southeast Florida Cooperative Purchasing Governmental Group in partnership with the lead agency, City of Sunrise, issued and awarded Bid No. 23-05-12-HR “Swimming Pool Chemicals” to Allied Universal Corp. (“Allied”). The term of the Allied Contract was effective March 3, 2023, through March 24, 2024, with two (2) additional one (1) year renewal terms; and

WHEREAS, the City of North Miami Beach Parks and Recreation Department uses sodium hypochlorite from Allied at the contracted price and quantities awarded, to sanitize the water at its swimming pools to eliminate harmful bacteria and pathogens, prevent algae growth, and to oxidize non-living contaminants that may be present. This guarantees a clean and safe environment for swimmers and patrons; and

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

WHEREAS, the City Manager and Chief Procurement Officer recommend that the City Commission approve and authorize the City Manager or designee to execute a Change Order to the previously approved contract with Allied to increase the previously approved expenditure by \$25,000.00, thereby increasing the estimated annual budgeted amount to \$70,000.00; and

WHEREAS, the Mayor and City Commission believe it is in the best interests of the City approve and authorize the City Manager or designee to execute a Change Order to the previously approved contract with Allied Universal Corp. to increase the previously approved expenditure by \$25,000.00, thereby increasing the estimated annual budgeted amount to \$70,000.00 for swimming pool chemicals.

RESOLUTION NO. R2024-XX

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

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

Section 2. The Change Order, in substantially the form attached as Exhibit “A,” to the previously approved contract with Allied Universal Corp. to increase expenditure by \$25,000.00 for an estimated annual budgeted amount of \$70,000.00; at the contracted price and quantities awarded, 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]

APPROVED AND ADOPTED by the City of North Miami Beach City Commission at the regular meeting assembled this **15th day of October 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
JOSEPH S. GELLER

Sponsored by: Mayor & Commission

RESOLUTION NO. R2024-XX



**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

TO:	Mayor and City Commission
FROM:	Ricardo Castillo, Chief Information Officer
VIA:	Mario A. Diaz
DATE:	October 15, 2024

RE: Resolution No. R2024-111 To Approve Cloud-Based Phone System Piggyback with Ring Central (Ricardo Castillo, Chief Information Officer)

Description

The City's IT Department would like to upgrade and replace the current phone system citywide with a unified communication system powered by Artificial Intelligence (AI). Unified Communication (UC), is a business concept that combines communication tools into a single platform to help people work together more effectively. UC tools can include: instant messaging, voice calling, video conferencing, email, online meetings, and calendars and scheduling.

**BACKGROUND
ANALYSIS:**

The IT Department has determined that the replacement and upgrade of the phone system will enhance the City's current communication and improve and mitigate the communication issues that limit quality customer service and efficiency.

Sourcewell, a state of Minnesota National Cooperative Purchasing Group, award Contract #120122-RNG "Unified Communication and Contact Center Solutions" to RingCentral, Inc. ("RingCentral") through March 17, 2027, with an additional one-year renewal term.

RECOMMENDATION: City Manager and the Chief Procurement Officer recommend that the City Commission approve a Piggyback Contract in an estimated budgeted amount of \$175,000.00 for the purchase of unified communication equipment and software with RingCentral.

FISCAL/ BUDGETARY IMPACT: As approved in the adopted 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 A PIGGYBACK CONTRACT BETWEEN THE CITY AND RING CENTRAL, INC., FOR THE PURCHASE OF UNIFIED COMMUNICATIONS, EQUIPMENT AND SOFTWARE; 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 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, Sourcewell, a state of Minnesota National Cooperative Purchasing Group, award Contract #120122-RNG “Unified Communication and Contact Center Solutions” to RingCentral, Inc. (“RingCentral”) through March 17, 2027, with an additional one-year renewal term (“Piggyback Contract”); and

WHEREAS, RingCentral provides business communication, powered by Artificial Intelligence (AI). Through a single application, all of the City’s internal communication needs are met; to include calls, voice messages, SMS, fax, video meetings and more. RingCentral will provide new equipment, software implementation and training at a one-time cost of \$75,000.00 and service fees in an annual estimated budgeted amount of \$115,000.00; at the contracted price and quantities awarded; and

WHEREAS, North Miami Beach IT Department has determined that the replacement and upgrade of the phone system will enhance the City’s current communication and improve and mitigate the communication issues that limit quality customer service and efficiency; 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 (\$50,000.00), 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 \$190,000.00 for the purchase of unified communication equipment and software with RingCentral; 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 estimated budgeted amount of \$190,000.00 for the purchase of unified communication equipment and software with RingCentral, 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 Contract with RingCentral, Inc., in substantially the form attached as Exhibit "A" for an estimated budgeted amount of \$190,000.00 for year one and \$115,000.00 for subsequent years; at the contracted price and quantities awarded, 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]

APPROVED AND ADOPTED by the City of North Miami Beach City Commission at the regular meeting assembled this **15th day of October 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
JOSEPH S. GELLER

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? Yes
Awarded Letter included? Yes
Proposal/Quote from Company included? Yes
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? Yes No
6. Would this purchase(s) result in the potential of future purchases for related products/ services being restricted to a particular vendor or create a specific vendor as sole source provider for the related items? Yes No
7. Would this purchase(s) result in any future maintenance costs which are not included in the initial purchase? Yes No
If yes, please attach a draft maintenance plan which includes cost estimates and funding sources(s).

Required Documents Checklist

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

Grant Information (only applicable if grant related purchase)

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

Approved

Date

Form Prepared By: _____

Department Director: _____

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: _____
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):

RingCentral

Unified communications and contact center solutions

#120122-RNG

Maturity Date: 3/17/2027

Products & Services 

Products & Services

Sourcewell contract 120122-RNG gives access to the following types of goods and services:

- Unified communications
- Message
- Video
- Contact center
- SMS
- Toll-free
- Phones & devices
- Professional services

Buy Sourcewell

Login to unlock more contract features.

Username



Solicitation Number: RFP #120122

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and RingCentral Inc., 20 Davis Drive, Belmont, CA 94002 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Unified Communication and Contact Center Solutions from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires March 17, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

RingCentral Inc.

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...

DocuSigned by:
Stacy Schwartz
CCD0EC03B69D45B...

By: _____
Jeremy Schwartz
Title: Chief Procurement Officer

By: _____
Stacy Schwartz
Title: VP Sales, U.S. Public Sector and Education

3/29/2023 | 7:44 PM CDT
Date: _____

3/30/2023 | 3:10 PM CDT
Date: _____

Approved:

DocuSigned by:
Chad Coauette
7E42B8F817A64CC...

By: _____
Chad Coauette
Title: Executive Director/CEO

3/30/2023 | 3:14 PM CDT
Date: _____



RingCentral Professional Services Statement of Work

This RingCentral Professional Services Statement of Work is executed by RingCentral, Inc. ("**RingCentral**"), and **City of North Miami Beach** (the "**Customer**") on this _____, ____ (the "**SOW**"). This SOW is incorporated into the Master Services Agreement dated _____, between the parties (the "**MSA**"). In the event of a conflict between this SOW and the MSA, this SOW shall control.

Customer:	City of North Miami Beach
Quote/SOW Number:	U2024-03503676
One-Time Implementation Services:	USD \$28,974.40

SOW Expiration: This SOW, and all applicable pricing related to it, is valid if signed by Customer on or before June 30th, 2024, after which pricing is subject to change, and a revised SOW may be required. However, RingCentral may elect to provide the work at the applicable pricing after the expiration date listed above, should they execute this SOW.

Table 1: Project Phasing

Phase Number	Phase Name	SOW Detail	Phase Total (USD \$) <i>Excluding taxes & fees</i>
1	Core Implementation	Users: 400 Unique Sites: 5 Network Readiness Assessment: 1	USD \$27,720.00
2	Training Package	Remote Training – up to 4 hours	USD \$1,254.40
		Project Total	USD \$ 28,974.40

A. Scope

1. Project Management

- i. Assignment of a designated Project Manager ("PM") – For a period of up to 4 months, the RingCentral PM will act as Single Point of Contact for delivery services following the Project Management Institute (PMI) standard



methodology. The RingCentral Project Manager will be responsible for the following activities in connection with this Statement of Work (SOW):

- i. Schedule internal and external kickoff session hosted by RingCentral
- ii. Create and manage the project governance, to include
 - a. Project plan and schedule
 - b. Communication plan, resource plan, escalation plan, change plan, test plan
 - c. Action and risk register
- iii. Complete resource assignment and scheduling in alignment with project schedule
- iv. Set up project documentation and timelines in collaboration with designated Customer Single Point of Contact
- v. Identify, communicate, and mitigate project risks and issues
- vi. Ensure alignment of scope of services with customer expectations during kickoff
- vii. Develop, review, authorize, implement, and manage change requests and interventions (Change Management)
- viii. Facilitate and lead regular status update meetings, organize planning sessions, and plan Customer steering committee meetings, as applicable
- ix. Complete scoped implementation and go live support; and
- x. Perform closure procedures at the conclusion of project activities

2. RingCentral MVP Planning and Design

- i. RingCentral Planning and Design (“P&D”) and Business Requirements Document (“BRD”)
 - a. RingCentral will initiate the Planning and Design process and introduce the Business Requirements Document to the Customer at the beginning of the project which will consist of structured planning activities to support the entitlements outlined in the table below:

Table 2: Entitlements

Scope	Counts
Remote Project Duration	Up to 4 months
Users	Up to 400
Sites / User Groups with Unique Call flows	Up to 10
Training Package(s)	Up to 4 hours

- b. RingCentral has included up to 5 Planning and Design sessions for this project. Customer will provide required data and contribute to the universal design documentation across all lines of business / business units.
- c. Details within the data collection include:
 - Customer Site Information
 - User Upload
 - Data collection for End-User and Administrator Training
 - Porting data
- d. Unique call flow(s)
 - Configuration of one (1) main number
 - Up to three (3) call flows per site



- Up to 5 custom rules per main number
- Up to 2 menus (IVR) per main number
- A combination of up to eight (8) call queues & ring groups per main number
- e. Replicated Call flow(s)
 - Consists of a replica of a unique call flow except for phone numbers, extensions, and users within call queues & ring groups
- f. Roles and Permissions
- g. Delivery Overview
- h. BRD completion
- ii. The completed BRD will be reviewed in detail and countersigned by both Customer's Project Manager and RingCentral's Project Manager prior to initiating the build activities.
- iii. Additional data collection sessions are available for further breakout by country or user group via the Change Order process.

3. Network Readiness Assessment

- i. RingCentral will provide the Customer with one assessment of the Customer's primary Internet Service Provider (ISP) connection to and from RingCentral. This connection will be at the Customer's firewall (edge).
- ii. RingCentral's Network Engineer will provide the following:
 - a. RingCentral Network Requirements Documentation
 - b. Software installation guide
 - c. Assistance with software installation
 - d. Document and share results of network assessment for Customer reference
- iii. The following variables will be evaluated during the network assessment:
 - a. Network capacity and bandwidth utilization, including peak usage times and potential bottlenecks
 - b. Network topology and architecture, including firewalls, switches, and routers
 - c. Quality of Service (QoS) configuration and performance metrics, including latency, jitter, and packet loss
 - d. VoIP traffic analysis to identify potential issues and areas for improvement
 - e. Assessment of network performance during peak usage times
 - f. Recommendations for optimizing the network to improve VoIP performance and reliability
- iv. Site assessments not completed prior to Go-Live will result in the forfeiture of the assessment
- v. Additional network assessments or consultations are available via the Change Order process

4. RingCentral MVP User Interface ("UI") Build

- i. RingCentral will remotely configure the following parameters in the system ("UI Build ") based on the specifications agreed upon between the parties in the BRD.
 - a. Up to the quantity of users identified in the Entitlement Table
 - b. Up to the quantity of locations identified in the Entitlement Table
 - c. Configure the required call flows by site or user groups
- ii. RingCentral will perform quality assurance following final configuration prior to turning over the solution to the Customer to start User Acceptance Testing (UAT)
- iii. Customization of the above parameters is available via the Change Order process

5. Customer Telephone Porting

- i. RingCentral shall provide guidance on porting data collection and shall assist with submission of porting request(s)

- ii. Customer and RingCentral agree that RingCentral is not responsible for the portability of any individual number or group of numbers and the sign-off the Professional Services Project Completion Signoff Document shall not be withheld by Customer for delays in the porting of the numbers
- iii. Notwithstanding the above, the RingCentral Project Manager, upon Customer request, shall assist the Customer with this responsibility by performing the following tasks for each site or implementation/ go live event:
 - a. The RingCentral Project Manager shall assist the Customer with the initial submission of port requests and shall assist in up to three (3) rejections/resubmission per location or ninety (90) days from submission, whichever occurs first
 - Any additional port rejections will be the responsibility of the Customer
 - Customer shall provide RingCentral all appropriate Letters of Authorization (“LOA”'s), billing information, and authorized signer for each location
 - Porting submissions will include numbers mapped to correct route as “company” numbers or Direct Dial phone numbers
 - b. The RingCentral Project Manager shall assist the Customer with submitting porting requests up to ten (10) business days following the final go live event, unless otherwise mutually agreed between the parties
 - The RingCentral Project Manager will remain engaged in support of these porting requests for 30 days or three rejections, whichever comes first
 - RingCentral will provide the Customer with an overview of the RingCentral portal for porting tasks
 - Following the ten (10) day post go-live period, Customer is responsible for submitting all new requests within the RingCentral portal
 - Any additional support required after the ten (10) day period can be obtained via a change order
 - Porting outside of project follows RingCentral Numbering Policy
<https://www.ringcentral.com/legal/policies/numbering-policy.html>

6. Customer User Acceptance Testing

- i. UAT Assumptions
 - a. During UAT, Customer will designate users to complete application testing in mock real-world scenarios to validate the RingCentral build matches the agreed upon design documentation
 - b. Customer will define the UAT criteria by phase. The mutually agreed upon test criteria will be recorded as an Appendix in the design documentation as the document of record prior to UAT execution
 - If UAT criteria are not specified by Customer, the work is therefore deemed accepted and ready for go live upon notice from RingCentral that the work is complete and ready for testing
 - c. Customer resources participating in UAT must complete all pre-recorded online training sessions for user, supervisor, and/or admin related to their role prior to starting UAT
 - Upon Customer request, RingCentral Implementation Engineer may provide up to one (1) hour of guided training to UAT participants specific to the test criteria
 - d. Customer will document the outcome of all UAT scenarios in writing and will provide to RingCentral upon completion of testing
 - Any variation in expected results (errors, flaws, failures, adjustments) will be provided in writing to the RingCentral Project Manager for review and resolution
 - RingCentral will provide an expected variation resolution date and will advise customer to perform additional testing



- e. Upon successful completion of all UAT criteria, Customer will submit a final written notice to RingCentral prior to scheduling go live
 - RingCentral will append the design document output to include completed UAT criteria in the final published output document
- ii. UAT Requirements
 - a. Customer and RingCentral will enact a mutual software / code freeze prior to the start of SIT and UAT
 - b. Customer shall perform UAT within seven (7) calendar days of application handoff from RingCentral, unless otherwise mutually agreed upon in writing by both parties prior to the start of testing
 - c. Any Customer changes in software or code resulting in new application behaviors following written UAT completion and requiring troubleshooting or issue resolution will be handled via the Change Order process
 - d. Additional UAT support is available via the Change Order process

7. Remote Delivery and Go Live Services

- i. RingCentral will provide remote go live services as follows:
 - a. Delivery resource during remote Go Live events as defined in Appendix B
 - b. Document open issues in action log
 - c. Transition into support services
 - d. Perform closure procedures at the conclusion of project activities
Customer will place handsets at locations listed in Appendix B
 - RingCentral will provide instructions and best practices for handset placement, test, and endpoint registration

8. RingCentral Training Services

- i. **RingCentral Online Product Training**
 - a. The following training resources are available to the customer for learning the RingCentral MVP product
 - b. Online RingCentral product training includes:
 - Get Started videos and quick guides, available at <https://support.ringcentral.com/get-started.html>
 - Online training for users and administrators, available at RingCentral University – <https://university.ringcentral.com>
 - c. For a list of paid instructor-led training courses offered, and detailed course descriptions, review the Live Training Catalog at <https://university.ringcentral.com/en-mvp-ilt-ringcentral-mvp-live-training>
 - d. For information on how to purchase additional training (Remote and Onsite Instructor-led Courses), please contact your account representative or your client partner
- ii. **RingCentral MVP Product Training**
 - a. RingCentral Professional Services will provide resources to complete the following:
 - Up to four (4) hours of remote instructor-led training to be provided from the currently available RingCentral MVP Live Training Catalog.
 - Recommended classes include:
 1. RingCentral MVP User Basics (Duration: 50 minutes)
 2. RingCentral MVP Admin Basics (Duration: 1 hour 50 minutes)
 - b. For an up to date list of instructor led training courses offered, and detailed course descriptions, review the Live Training Catalog at <https://university.ringcentral.com/en-mvp-ilt-ringcentral-mvp-live-training>.

- c. Training services expire 45 days after the final go live event. Any training time not used during this period will be forfeited.
- d. RingCentral MVP Product Training Information and Terms:
 - Unless otherwise stated, the training services cover the complete implementation project and are not provided for each phase of the implementation
 - Customer and RingCentral agree that sign-off for project completion shall not be withheld by Customer for delays in the scheduling of training services
 - Attendees must complete the prerequisites for each course, as shown in the course information on the instructor-led training catalog
 - RingCentral reserves the right to update the instructor-led training catalog at any time
 - Training courses cover RingCentral products exclusively and are based on a standard curriculum designed by RingCentral
 - Training sessions are hosted by a RingCentral instructor on the RingCentral platform
 - Training sessions are considered delivered if Customer cancels less than 24 hours prior to the scheduled training or is not present at the scheduled date and time
 - All training courses are delivered in English, unless otherwise specified

9. Hours of Operation

- a. Unless otherwise specified, pricing assumes that Services will be performed between 8:00 AM to 5:00 PM local time, Monday-Friday, excluding holidays ("Standard Service Hours")
- b. Work requested to be performed outside Standard Services Hours will be subject to the RingCentral overtime rates and is available via the Change Order process.

10. Optional Services

- a. During the project, additional services may be ordered via the Change Order process as per the rates outlined in Appendix E.

B. Customer Responsibilities

1. Customer is responsible for the following:

- i. Authorizing the telephone number porting by RingCentral
- ii. LAN/WAN infrastructure
 - a. Network minimum requirements for RingCentral as a Service model
 - b. Quality of Service (QoS) configuration
 - c. Firewall or Access Control List (ACL) configuration
- iii. Power over Ethernet (POE) port activation / configuration
- iv. SMS Campaign Registration (TCR) <https://www.ringcentral.com/tcr>
- v. Configuration and software installation on Customer PCs
- vi. Decommission and disposal of any legacy equipment
- vii. Provide workspace for RingCentral onsite personnel, as applicable
- viii. Customizations on individual user endpoints, or phone settings
- ix. Overhead paging
- x. Postage Machines
- xi. Credit Card or Point of Sale (POS) Machines
- xii. Door buzzer or Automatic Door Controller
- xiii. Third party SIP phones
- xiv. Headsets



- xv. Analog Devices such as fax machines
- xvi. Third party Applications
- xvii. Input Registered E911/Emergency Services Address and location information to Service Web
 - a. This is critical information which is used by first responders in case of an emergency hence customer must ensure that the information they are adding to the Service Web is accurate. For more information, please refer to Appendix D

C. General Terms and Conditions

1. Professional Services Completion

- i. This SOW identifies the specific criteria required for the completion of each Project Phase ("Completion Criteria"). Upon RingCentral's completion of the Professional Services for each Project Phase, RingCentral will review the Completion Criteria with Customer and will notify the Customer of the completion of each individual Professional Services Project Phase. Upon receipt of such notification, Professional Services under such Project Phase will be considered completed in full and billable, in accordance with the terms of this SOW and the Master Services Agreement.

2. Invoicing and Payment

- i. **Invoicing and Payment of Professional Services Fees:** All amounts due under this SOW for Professional Services other than T&M Services, will be invoiced upon completion of the work or each phase identified in the "Phasing Table". Payment shall be due in accordance with the applicable payment terms of the Master Services Agreement. T&M Services will be invoiced monthly in arrears. RingCentral retains the right to invoice for Users or Sites that have been deployed monthly.

3. Termination

- i. **Termination:** Either Party may terminate this SOW, in whole or in part, with thirty (30) days' advance written notice to the other Party. Unless otherwise specified in the termination notice, the termination of one Project Phase will not result in the termination of, or otherwise affect, the rest of the SOW or any other Project Phase. No termination of any SOW, in whole or part, will result in the termination of any Services being provided under the MSA.
- ii. **Effect of Termination.** If this SOW, or a Project Phase, is terminated, in whole or in part, for any reason other than for RingCentral's material breach of this SOW, Customer will be obligated to pay RingCentral for:
 - a. any Professional Services and T&M Services that have been rendered up until the effective date of the termination
 - b. all applicable Service Expenses incurred; and
 - c. (50%) of the fees for any other Professional Services not yet performed, due under the Project Phase(s) being canceled, if termination of the SOW or a Project Phase occurs within one hundred and eighty (180) days of execution of the SOW. If termination occurs after one hundred and eighty (180) days of execution of the SOW, Customer will owe all outstanding fees for any Professional Services not yet performed pursuant to the SOW, due under the Project Phase being canceled.

4. Delays and Changes

- i. Changes to this SOW shall be made only by a mutually executed written change order between RingCentral and Customer (a "Change Order,") per the sample attached in Appendix C, outlining the requested change and the effect of such change on the Services, including without limitation the fees and the timeline as determined by mutual agreement of both parties



- ii. Any delays in the performance of consulting services or delivery of deliverables caused by Customer, including without limitation delays in completing and returning Customer documentation required during the P&D or completing the BRD, may result in an adjustment of project timeline and/or additional fees
- iii. Any changes or additions to the services described in this SOW shall be requested by a Change Order and may result in additional fees

5. Project Phasing

- i. The Professional Services may be delivered in one or more phases as set forth in this SOW
- ii. This SOW describes the milestones, objectives, deliverables, sites, fees, and other components that are included in the scope of each phase ("Project Phases")
- iii. Customer agrees that the delivery, installation, testing, acceptance, and payment for the Professional Services rendered under any one Project Phase is not dependent on the delivery, installation, testing, acceptance, and payment for the Professional Services under any other Project Phase
- iv. Each Project Phase will be billed upon notification of phase completion, and payment for each Project Phase is due in full within the applicable payment period agreed between the parties and is non-refundable.

In Witness Whereof, the Parties have executed this Statement of Work below through their duly authorized representatives.

<u>Customer</u>	<u>RingCentral</u>
City of North Miami Beach	RingCentral, Inc.
By: _____	DocuSigned by: <i>Stacy Malkin Schwartz</i> D5FC30816EF04C6...
Name: _____	Stacy Malkin Schwartz Name: _____
Title: _____	Title VP Sales, U.S. Public Sector and Education
Date: _____	7/9/2024 Date: _____



Appendix A
Planning and Design Location

Planning and Design Location Address(s):	Up to # of Users
To be performed remotely	400

Appendix B
Sites

Site	Full Address	Number of Users	Deployment Type	Number of Site Visits	Technician Days Onsite
Main	17011 NE 19th Ave. N, Miami Beach, FL 33162	TBD	Remote	0	0
TBD	TBD	TBD	Remote	0	0



Appendix C Sample Change Order Form

This Change Order is subject to the SOW by and between Customer and RingCentral with the Effective Date listed below, establishes a change to the project scope or budget.

Effective Date of SOW:			
Project Name:	Request Date:	PO Number:	Quote Number:
Customer Name:	Requested By:	Requestor Phone:	Requestor email:

Customer Address:

Specific Details Explaining the Change:

Change 1

<u>Quantity:</u>	<u>Description:</u>	<u>Professional Services Cost:</u>
Change Order Total:		\$

Impact on Project Timeline and Scheduled Delivery Date:

Impact on SOW Pricing:

BY SIGNING BELOW, the Parties have each caused this Change Order to be signed and delivered by its duly authorized representative as of the date Customer signs below (the "Effective Date").

Customer

By:
Signed: _____
Title: _____
Date: _____

RingCentral

By:
Signed: _____
Title: _____
Date: _____



Appendix D

Registration of Address and Notification Information – Emergency Dialing.

Bulk uploading of user data, building extensions, etc. may require input of registered addresses and emergency notification information. By engaging RingCentral for implementation of the Services, Customer agrees to the following:

1. **Registered Address.** It is the Customer's obligation to maintain accurate emergency location information for each Digital Line on its Account. RingCentral will, on Customer's behalf, upload Customer's Users' registered addresses using a list of addresses provided by Customer.
2. **Emergency Notifications.** For Digital Lines located in the United States, Customer must input and maintain in Service Web a central location for the receipt of emergency notifications generated by its Users placing emergency calls (for further information about this obligation, [click here](#)). RingCentral will, as a part of the upload described in (A) above, also input Customer's emergency notification location, as directed by Customer.
3. **Customer's Representation and Warranty.** Customer represents and warrants that the registered addresses and emergency notification location are accurate and acknowledges that any subsequent change to the registered addresses must be carried out by Customer. Customer acknowledges that it may have its own independent legal obligation to ensure the accuracy of the above information and that RingCentral takes no responsibility for the accuracy of the information provided by Customer.

Appendix E

Optional Services

Additional Network Assessments	Additional P&D Sessions	Admin Training	User Training	Go Live Support (Onsite)	Training Support (Onsite)
\$1,600	\$1,800 per day / per resource	\$800 per Two-Hour session	\$400 per One-Hour session	\$2,000 per day / resource	\$1,800 per day / resource



INITIAL ORDER FORM

This Initial Order Form is a binding agreement between RingCentral, Inc. (“**RingCentral**”) and **City of North Miami Beach** (“**Customer**” or “**You**”) (together the “**Parties**”), for the purchase of the Services, licenses, and products listed herein. This Initial Order Form is subject to and incorporates the terms and conditions of: (i) the separate written agreement, executed by the Parties governing the purchase of the Services described in this Order Form, or (ii) the RingCentral Online Terms of Service available at <https://www.ringcentral.com/legal/eulatos.html>, if there is no written agreement in place (hereinafter (i) and (ii) referred to as the “**Agreement**”). Capitalized terms not defined herein shall have the same meanings as set forth in the applicable Agreement between the Parties. Unless agreed by both Parties in writing, any terms or conditions set forth in a Customer-issued purchase order or ordering document shall not apply.

Please note that RingCentral MVP is now RingEX. All references to “RingCentral MVP”, whether in terms of service, advertising or product descriptions, mean “RingEX”.

Customer

City of North Miami Beach

17011 NE 19th Ave. N
Miami Beach, FL 33162
United States

RICARDO CASTILLO
3059193745
ricardo.castillo@citynmb.com

Service Provider

RingCentral, Inc.

20 Davis Drive
Belmont, CA 94002
United States

Service Commitment Period

Start Date: July 31, 2024

Initial Term: 60 Months

Renewal Term: 12 Months

Payment Schedule: Annual

RingEX Services

Recurring Services			
Summary of Service	Qty	Rate	Subtotal
DigitalLine Unlimited Advanced	370	\$150.00	\$55,500.00
DigitalLine Unlimited Advanced		\$96.00	
Compliance and Administrative Cost Recovery Fee		\$42.00	
e911 Service Fee		\$12.00	
DigitalLine Basic	30	\$114.00	\$3,420.00
DigitalLine Basic		\$60.00	
Compliance and Administrative Cost Recovery Fee		\$42.00	
e911 Service Fee		\$12.00	
Digital Line Unlimited* Advanced	40	\$102.00	\$4,080.00
Digital Line Unlimited* Advanced		\$48.00	
Compliance and Administrative Cost Recovery Fee*		\$42.00	
e911 Service Fee*		\$12.00	
Yealink CP965 - Touch-Sensitive IP Conference Phone - DaaS	15	\$160.00	\$2,400.00
Yealink T57W Prime Business Phone - DaaS	100	\$72.00	\$7,200.00
Annual Recurring Services*			\$72,600.00

One-Time Items			
Summary of Item(s)	Qty	Rate	Subtotal
Yealink T33G Gigabit Business Phone	45	\$63.00	\$2,835.00
Yealink T54W Prime Business Phone	55	\$126.00	\$6,930.00
Yealink T57W Prime Business Phone	70	\$145.00	\$10,150.00
One-Time Total			\$19,915.00

RingCX Services

Recurring Services			
Summary of Service	Qty	Rate	Subtotal
RingCX, concurrent agent seat	40	\$900.00	\$36,000.00
Call recording storage - 30 days, per seat	40	\$0.00	\$0.00
Annual Recurring Services*			\$36,000.00

Total Initial Amount			\$128,515.00
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*Amounts are exclusive of applicable Taxes, Fees, and Shipping Charges.

Overage Rates*	
RingCX Services	Rate
RingCX, concurrent agent seat on demand	\$115.00
Inbound calls to North America toll-free numbers, per 10 min	\$0.14
Outbound calls via automated dialer to North America numbers, per 10 min	\$0.16
IVR calls processing, overage per 10 minutes	\$0.20
Call recording storage - 30 days, overage per seat	\$0.00
Disconnect Scrub, per 10 scrubs	\$0.08
Automated speech recognition, per 10 minutes	\$0.30
RingCX Analytics - Historical Data Retention 2Y	\$30.00
RingCX Analytics - Historical Data Retention 3Y	\$45.00
RingCX Analytics - Historical Data Retention 4Y	\$60.00
RingCX Analytics - Historical Data Retention 5Y	\$75.00
RingCX Analytics - Historical Data Retention 6Y	\$90.00
RingCX Analytics - Historical Data Retention 7Y	\$105.00
RingCX Analytics - Historical Data Retention 8Y	\$120.00

Cost Center Billing

For customers with cost center billing, it is the customer's responsibility to provide cost center allocation information to RingCentral at least 10 days prior to the issuance of the invoice. After the information is received, it will be reflected on future invoices, but will not be adjusted retroactively on past invoices. If purchasing additional services through the administrative portal, it is the customer's responsibility to assign cost centers at the time of purchase; otherwise, those services will not be allocated by cost center on the next invoice. Please note that cost center allocation is not available for certain items, such as minute bundles and credit memos. For additional questions, please contact the RingCentral invoice billing team at billingsupport@ringcentral.com.

Customer Reference. Customer agrees to provide RingCentral upon request, with a case study, press release/activity, blog post, written recommendation, video testimonial, public speaking opportunity or other similar public marketing activity which RingCentral is free to use in its reasonable discretion for marketing purposes.

Free Services Amount

Customer will receive the amount(s) indicated below (the "**Free Service Amount**"), which will be applied against charges for the recurring Services set forth in this Order Form and any applicable taxes and fees associated with those Services invoiced by RingCentral. The Free Service Amount is non-transferable and non-refundable and will expire upon termination of this Order Form. The Customer will be responsible for paying for any additional services and products ordered, and any applicable associated taxes and fees.

RingEX Free Services Amount: 24,240.00 US Dollars

RingCX Free Services Amount: 12,000.00 US Dollars

Add-on Services. Customer is responsible for reviewing additional terms and conditions that may apply to RingCentral add-on services (where available) and certain Advanced Support Services listed on this order form, and which are available at <https://www.ringcentral.com/legal/add-on-services.html>.

Special Terms & Notes

RingCX

RingCX Analytics. RingCX Analytics includes real-time and historical reporting as custom and pre-built visual dashboards with pre-defined reports. RingCentral will retain historical reporting data according to your selected historical data retention period after which data will be purged on a rolling basis. Retention periods apply to all users of the RingCX product and will be billed on a per seat per month basis.

RingCentral will retain one year's worth of historical reporting data after which any data older than one year, will be purged. Access to longer periods of analytics data may be purchased according to the table above. The applicable retention period selected for the Services above is 1 year.

Customer must contact RingCentral support to modify historical reporting data retention periods, if available.

Sourcewell

- 1. **Contract Number 120122-RNG** must appear on:
 - a. RingCentral quotations to the Sourcewell Participating Entity;
 - b. The Sourcewell Participating Entity's Purchase Order; and
 - c. The RingCentral invoice.

2. **Renewal: Contract 120122-RNG** expires on 03-17-2027. Subscription renewals must occur before contract expiration, otherwise the renewal will not be valid. The Sourcewell Participating Entity acknowledges and agrees that RingCentral shall be held immune from any and all liability that may arise as a result of the Sourcewell Participating Entity's loss of RingCentral furnished Services resulting from a disruption of Service because of a non-renewal of the Subscription, including but not limited to losing assigned phone numbers, inability to make or receive calls or facsimiles, and lack of access to emergency calling services.

IN WITNESS WHEREOF, the Parties have executed this Initial Order Form above through their duly authorized representatives.

Customer
City of North Miami Beach

RingCentral
RingCentral, Inc.

By: _____

DocuSigned by:
Stacy Malkin Schwartz
By: D5FC98816EF04C6... _____

Name: _____

Name: Stacy Schwartz

Title: _____

Title: VP U.S. Public Sector & Education

Date: _____

Date: 7/9/2024



MASTER SERVICES AGREEMENT

This Master Services Agreement is effective as of the date of last signature (“Effective Date”) and made between:

City of North Miami Beach (“Customer”)

RingCentral, Inc. (“RingCentral”)

Address:

17011 NE 19th Ave. N
Miami Beach, FL 33162

Address:

20 Davis Drive
Belmont, CA 94002

By: _____
Name: _____
Title: _____
Date: _____

DocuSigned by:
Stacy Malkin Schwartz
BY: _____
Name: Stacy Schwartz
Title: VP U.S. Public Sector & Education
Date: 7/9/2024

RingCentral and Customer are together referred to as the “Parties” and each individually as a “Party.”

- 1. The Master Services Agreement (“Agreement”) consists of the terms and conditions contained herein, and any Service Attachments applicable to Customer’s Services, and any other Attachments agreed by the Parties, are incorporated into and form a part of this Agreement.
Exhibit A – Definitions
Attachment A – RingEX Services
Attachment B – RingCX Services
Attachment C – Service Level Agreement for RingEX Services
Attachment D – Security Addendum

THE PARTIES AGREE AS FOLLOWS:

2. Ordering and Term

- A. Ordering Services. Customer may order the Services set forth in the relevant Attachments, attached hereto, by executing an Order Form in the format provided by RingCentral. Customer must submit the Order Form to RingCentral either in writing or electronically via the Administrative Portal. The Order Form will identify the Services requested by Customer together with: (i) the price for each Service; (ii) scheduled Start Date; (iii) and products rented, licensed, or sold to Customer, if any. An Order Form will become binding when it is executed by the Customer and accepted by RingCentral. RingCentral may accept an Order Form by commencing performance of the requested Services. The Services and invoicing for those Services will begin on the Start Date, as identified in the applicable Order Form or on the day Services are ordered via the Administrative Portal. Customer may purchase additional Services, software, and equipment via the Administrative Portal or by executing additional Order Forms.
B. Equipment. Subject to availability based on brand and Customer location, Customer may purchase or rent equipment from RingCentral for use with the Services. The terms and conditions that govern any such transaction can be found at:
i. Purchase: http://www.ringcentral.com/legal/ringcentral-hardware-terms-conditions.html;
ii. Rental: http://www.ringcentral.com/legal/lease-rental.html, and
iii. Device as a Services: https://www.ringcentral.com/legal/daas-agreement.html.
C. Term of this Agreement. The Term of this Agreement will commence on the Effective Date and continue until the last Order Form is terminated or expires, unless terminated earlier in accordance with its terms.
D. Services Term. The Services Term will begin on the Start Date of the initial Order Form and continue for the initial term set forth in the initial Order Form (“Initial Term”). Upon expiration of the Initial Term, unless otherwise set forth in the Order Form, the

term recurring Services will automatically renew for successive periods as set forth in the initial Order Form (each a “**Renewal Term**”) unless either Party gives notice of non-renewal at least thirty (30) days before the expiration of the Initial Term or the then-current Renewal Term. The Term of any recurring Services added to your Account after the initial Order Form is executed will start on the Start Date in the applicable Order Form, will run coterminously with the then-current Term of any preexisting Services unless otherwise extended in the applicable Order Form, and will be invoiced on the same billing cycles as the preexisting Services.

3. Invoicing and Payment

- A. Prices and Charges.** All prices are identified in US dollars on the Administrative Portal or in the applicable Order Form unless otherwise agreed by the Parties. Additional charges may result if Customer activates additional features, exceeds usage thresholds, or purchases additional Services or equipment. Customer will be liable for all charges resulting from use of the Services on its Account. Unless otherwise agreed between the Parties, recurring charges (such as charges for Digital Lines, product licenses, minute bundles, and equipment rental fees) for the Services begin on the Start Date identified in the Administrative Portal or in the applicable Order Form and will remain in effect for the Initial Term (as described in an Order Form) or, if applicable, the then-current Renewal Term. RingCentral will provide notice of any proposed increase in such charges no later than sixty (60) days before the end of the Initial Term or then-current Renewal Term, and any such increase will be effective on the first day of the next Renewal Term. Administrative Fees that RingCentral is entitled to pass on to its customers as a surcharge pursuant to applicable Law may be increased on thirty (30) days’ written notice. Outbound calling rates will be applied based on the rate in effect at the time of use. Customer may locate the currently effective rates in the Administrative Portal.
- B. Invoicing and Payment.** Invoices will be issued in accordance with the payment terms set forth in the Order Form. If Customer chooses to pay by credit or debit card, by providing a valid credit or debit card, Customer is expressly authorizing all Services and equipment charges and fees to be charged to such payment card, including recurring payments billed on a monthly or annual basis. In addition, Customer’s provided credit card shall be used for any in-month purchases of additional services and products, or where Customer has exceeded usage or threshold limits, any overage charges. Unless otherwise stated in the applicable Order Form, recurring charges are invoiced in advance in the frequency set forth in the Order Form, and usage-based and onetime charges are billed monthly in arrears. Customer shall make payment in full, without deduction or set-off, within thirty (30) days of the invoice date. Any payment not made when due may be subject to a late payment fee equivalent to the lesser of (i) one and a half percent (1.5%) per month or (ii) if applicable, the highest rate allowed by Law. In no event may payment be subject to delays due to Customer internal purchase order process.
- C. Taxes.** All rates, fees, and charges are exclusive of applicable Taxes, for which Customer is solely responsible. Taxes may vary based on jurisdiction and the Services provided. If any withholding tax is levied on the payments, then Customer must increase the sums paid to RingCentral so that the amount received by RingCentral after the withholding tax is deducted is the full amount RingCentral would have received if no withholding or deduction had been made. If Customer is a tax-exempt entity, tax exemption will take effect upon provision to and validation by RingCentral of certificate of tax exemption.
- D. Billing Disputes.** If a Customer reasonably and in good faith disputes any portion of RingCentral’s invoice, it must provide written notice to RingCentral within thirty (30) days of the invoice date, identifying the reason for the dispute and the amount being disputed. Customer’s dispute as to any portion of the invoice will not excuse Customer’s obligation to timely pay the undisputed portion of the invoice. Upon resolution, Customer must pay any validly invoiced unpaid amounts within thirty (30) days. Any amounts that are found to be in error resulting in an overpayment by the Customer will be applied as a billing credit against future invoices. Customer will be reimbursed any outstanding billing credits at the expiration or termination of this Agreement.

4. Provision of the Service

- A. General Terms.** RingCentral will provide the Services as described in the relevant Service Attachment. RingCentral may enhance, replace, and/or change the features of the Services, but it will not materially reduce the core features, functions, or security of the Services during the Term without Customer’s consent.
- B. Customer Care**
- i. Customer must provide Helpdesk Support to Customer’s End Users. RingCentral may require Customer’s Helpdesk Support personnel to complete a designated series of training courses on RingCentral’s Services. Such training will be provided to Customer online in English at no cost.
 - ii. RingCentral will make remote support available to Customer’s Helpdesk Support personnel and/or Account Administrators via the Customer Care call center, which will be available 24/7, to attempt to resolve technical issues with, and answer questions regarding the use of the Services. Unless otherwise agreed by the parties, Customer Care support will be provided in English, and onsite and implementation services are not included in the Customer Care support.
 - iii. Customer may open a case with Customer Care following the process in place at the time. Any individual contacting Customer Care on behalf of Customer must be authorized to do so on behalf of the Account and will be required to follow applicable authentication protocols.
- C. Professional Services.** RingCentral offers a broad portfolio of professional services that includes onsite and remote implementation services; extended enterprise services including premium technical support; and consulting. Any such services are governed by this Agreement, the Professional Services terms, and any applicable Statement of Work (SOW), which may be attached hereto.

- D. **Advanced Support.** Customer may purchase Advanced Support services from RingCentral for use with the Services. The terms and conditions that govern the Advanced Support can be found at: <https://www.ringcentral.com/legal/enterprise-service-attachment.html>.
- E. **Managed Services.** Customer may purchase Managed Services from RingCentral for use with the Services. The terms and conditions that govern the Managed Services can be found at: <https://www.ringcentral.com/legal/managed-services-attachment.html>.
- F. **Subcontracting.** RingCentral may provide any of the Services hereunder through any of its Affiliates or subcontractors, provided that RingCentral will bear the same degree of responsibility for acts and omissions for those subcontractors acting on RingCentral's behalf in the performance of its obligations under this Agreement as it would bear if such acts and omissions were performed by RingCentral directly.

5. Use of the Service

- A. **Service Requirements.** The Services are dependent upon Customer's maintenance of sufficient Internet access, networks, and power as set forth in RingCentral's Technical Sufficiency Criteria, available at <https://www.ringcentral.com/legal/policies/technical-sufficiency-criteria.html>. RingCentral will not be responsible for any deficiencies in the provision of the Services if Customer's network does not meet RingCentral's Technical Sufficiency Criteria.
- B. **Use Policies.** Customer and its End Users may use the Services only in compliance with this Agreement, applicable Law, and the Use Policies referenced below, which are incorporated into and form part of this Agreement. Customer must ensure that its End Users comply with the Use Policies. Any breach of this Section (Use Policies) will be deemed a material breach of this Agreement. RingCentral may update the Use Policies from time to time and will provide notice of material updates to Customer at the email address on file with the Account. All updates will become effective thirty (30) days after such notice to Customer or upon posting for non-material changes. Customer may object to a modification that negatively impacts its use of the Service by sending written notice ("Objection Notice") to RingCentral within thirty (30) days from the date of the notice of modification. If the Parties cannot reach agreement, then either Party may terminate the affected Services without penalty with thirty (30) days written notice to the other Party.
 - i. **Acceptable Use Policy.** The Services must be used in accordance with RingCentral's Acceptable Use Policy, available at <https://www.ringcentral.com/legal/acceptable-use-policy.html>. Notwithstanding anything to the contrary in this Agreement, RingCentral may act immediately and without notice to suspend or limit the Services if RingCentral reasonably suspects fraudulent or illegal activity in the Customer's Account, material breach of the Acceptable Use Policy, or use of the Services that could interfere with the functioning of the RingCentral Network provided such suspension or limitation may only be to the extent reasonably necessary to protect against the applicable condition, activity, or use. RingCentral will promptly remove the suspension or limitation as soon as the condition, activity or use is resolved and mitigated in full. If Customer anticipates legitimate but unusual activity on its Account, Customer should contact Customer Care in advance to avoid any Service disruption.
 - ii. **Emergency Services.** RingCentral's policy governing the provision of emergency services accessed via the Services is available at <https://www.ringcentral.com/legal/emergency-services.html>.
 - iii. **Numbering Policy.** The provision, use, and publication of numbers used in conjunction with the Services are governed by RingCentral's Numbering Policies, available at <https://www.ringcentral.com/legal/policies/numbering-policy.html>.

6. Termination

- A. **Termination for Cause.** Either Party may terminate this Agreement and any Services purchased hereunder in whole or part by giving written notice to the other Party: i) if the other Party breaches any material term of this Agreement and fails to cure such breach within thirty (30) days after receipt of such notice; ii) at the written recommendation of a government or regulatory agency following a change in either applicable Law or the Services; or iii) upon the commencement by or against the other Party of insolvency, receivership or bankruptcy proceedings or any other proceedings or an assignment for the benefit of creditors.
- B. **Effect of Termination.** If Customer terminates the Services, a portion of the Services, or this Agreement in its entirety due to RingCentral's material breach under Section 6(A) (Termination for Cause), Customer will not be liable for any fees or charges for terminated Services for any period subsequent to the effective date of such termination (except those arising from continued usage before the Services are disconnected), and RingCentral will provide Customer a pro-rata refund of any prepaid and unused fees or charges paid by Customer for terminated Services. If this Agreement or any Services are terminated for any reason other than as a result of a material breach by RingCentral or as otherwise permitted pursuant to Section 6(A) or as set forth in Section 14(I) (Regulatory and Legal Changes) the Customer must, to the extent permitted by applicable Law and without limiting any other right or remedy of RingCentral, pay within thirty (30) days of such termination all amounts that have accrued prior to such termination, as well as all sums remaining unpaid for the Services for the remainder of the then-current Term plus related Taxes and fees.

7. Intellectual Property

A. Limited License

- i. Subject to, and conditional upon Customer's compliance with, the terms of this Agreement, RingCentral grants to Customer and its End User, a limited, personal, revocable, non-exclusive, non-transferable (other than as permitted under this Agreement), non-sublicensable license to use any software provided or made available by RingCentral to the Customer as

part of the Services (“**Software**”) to the extent reasonably required to use the Services as permitted by this Agreement, only for the duration that Customer is entitled to use the Services and subject to the Customer being current on its payment obligations.

- ii. Customer will not, and will not allow its End Users, to: (a) sublicense, resell, distribute or assign its right under the license granted under this Agreement to any other person or entity; (b) modify, adapt or create derivative works of the Software or any associated documentation; (c) reverse engineer, decompile, decrypt, disassemble or otherwise attempt to derive the source code for the Software; (d) use the Software for infringement analysis, benchmarking, or for any purpose other than as necessary to use the Services Customer is authorized to use; (e) create any competing Software or Services; or (f) remove any copyright or other proprietary or confidential notices on any Software or Services.

B. IP Rights

- i. **RingCentral’s Rights.** Except as expressly provided in this Agreement, the limited license granted to Customer under Section 7(A) (Limited License) does not convey any ownership or other rights or licenses, express or implied, in the Services (including the Software), any related materials, or in any Intellectual Property and no IP Rights or other rights or licenses are granted, transferred, or assigned to Customer, any End User, or any other party by implication, estoppel, or otherwise. All rights not expressly granted herein are reserved and retained by RingCentral and its licensors. The Software and Services may comprise or incorporate services, software, technology, or products developed or provided by third parties, including open-source software or code. Customer acknowledges that misuse of RingCentral Services may violate third-party IP rights.
- ii. **Customer Rights.** As between RingCentral and Customer, Customer retains title to all IP Rights that are owned by the Customer or its suppliers. To the extent reasonably required or desirable for the provision of the Services, Customer grants to RingCentral a limited, personal, non-exclusive, royalty-free, license to use Customer’s IP Rights in the same. Customer must provide (and is solely responsible for providing) all required notices and obtaining all licenses, consents, authorizations, or other approvals related to the use, reproduction, transmission, or receipt of any Customer Content that includes personal or Confidential Information or incorporates any third-party IP rights.

- C. **Use of Marks.** Neither Party may use or display the other Party’s trademarks, service mark or logos in any manner without such Party’s prior written consent.

8. Confidentiality

- A. **Restrictions on Use or Disclosures by Either Party.** During the Term of this Agreement and for at least one (1) year thereafter, the Receiving Party shall hold the Disclosing Party’s Confidential Information in confidence, shall use such Confidential Information only for the purpose of fulfilling its obligations under this Agreement, and shall use at least as great a standard of care in protecting the Confidential Information as it uses to protect its own Confidential Information.

Each Party may disclose Confidential Information only to those of its employees, agents or subcontractors who have a need to it in order to perform or exercise such Party’s rights or obligations under this Agreement and who are required to protect it against unauthorized disclosure in a manner no less protective than required under this Agreement. Each Party may disclose the other Party’s Confidential Information in any legal proceeding or to a governmental entity as required by Law.

These restrictions on the use or disclosure of Confidential Information do not apply to any information which is independently developed by the Receiving Party or lawfully received free of restriction from another source having the right to so furnish such information; after it has become generally available to the public without breach of this Agreement by the Receiving Party; which at the time of disclosure was already known to the Receiving Party, without restriction as evidenced by documentation in such Party’s possession; or which the Disclosing Party confirms in writing is free of such restrictions.

Upon termination of this Agreement, the Receiving Party will promptly delete, destroy or, at the Disclosing Party’s request, return to the Disclosing Party, all Disclosing Party’s Confidential Information in its possession, including deleting or rendering unusable all electronic files and data that contain Confidential Information, and upon request will provide the Disclosing Party with certification of compliance with this subsection.

9. Data Protection

- A. **Data Privacy.** RingCentral respects Customer’s privacy and will only use the information provided by Customer to RingCentral or collected in the provision of the Services in accordance with RingCentral’s Data Processing Addendum, available at <https://www.ringcentral.com/legal/dpa.html>, incorporated by reference. RingCentral may update the Data Processing Addendum from time to time and will provide notice of any material updates to the Customer as required by applicable Laws at the email address on file with the Account. Such updates will be effective thirty (30) days after such notice to Customer.
- B. **Data Security.** RingCentral will take commercially reasonable precautions, including, without limitation, technical (e.g., firewalls and data encryption), organizational, administrative, and physical measures, to help safeguard Customer’s Account, Account Data, and Customer Content against unauthorized use, disclosure, or modification. Customer must protect all End Points using commercially reasonable security measures. Customer is solely responsible to keep all user identifications and passwords secure. Customer must monitor use of the Services for possible unlawful or fraudulent use. Customer must notify RingCentral immediately if Customer becomes aware or has reason to believe that the Services are being used fraudulently or without authorization by any End User or third party. Failure to notify RingCentral may result in the suspension or termination of the Services and additional charges to Customer resulting from such use. RingCentral will not be liable for any charges resulting from unauthorized use of Customer’s Account.

- C. Software Changes.** RingCentral may from time-to-time push software updates and patches directly to Customer's device(s) for installation and Customer will not prevent RingCentral from doing so. Customer must implement promptly all fixes, updates, upgrades and replacements of software and third-party software that may be provided by RingCentral. RingCentral will not be liable for inoperability of the Services or any other Services failures due to failure of Customer to timely implement the required changes.

10. Limitations of Liability

A. Excluded Damages

IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES OR ITS OR THEIR SUPPLIERS BE LIABLE FOR (1) INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES; (2) LOSS OF USE OR LOSS OF DATA; (3) LOSS OF BUSINESS OPPORTUNITIES, REVENUES OR PROFITS; OR (4) COSTS OF PROCURING REPLACEMENT PRODUCTS OR SERVICES, IN ALL CASES WHETHER ARISING UNDER CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR ANY OTHER THEORY OF LIABILITY, AND EVEN IF SUCH PARTY HAS BEEN INFORMED IN ADVANCE OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN.

B. Liability Caps

EXCEPT AS SET FORTH HEREIN, THE TOTAL CUMULATIVE LIABILITY OF THE PARTIES UNDER THIS AGREEMENT WILL NOT EXCEED THE AMOUNTS PAID OR PAYABLE UNDER THIS AGREEMENT DURING THE PREVIOUS SIX (6) MONTHS. LIMITATIONS UNDER THIS SECTION (LIABILITY CAPS) WILL NOT APPLY TO:

- i. FEES OWED BY CUSTOMER
- ii. EITHER PARTY'S LIABILITY FOR INFRINGEMENT OF THE OTHER PARTY'S IP RIGHTS
- iii. EITHER PARTY'S LIABILITY RESULTING FROM GROSS NEGLIGENCE, FRAUD, OR WILLFUL OR CRIMINAL MISCONDUCT
- iv. CUSTOMER'S LIABILITY RESULTING FROM USE OF THE SERVICES IN BREACH OF THE ACCEPTABLE USE POLICY OR EMERGENCY SERVICES POLICY
- v. EITHER PARTY'S LIABILITY ARISING FROM DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE, OR FOR ANY OTHER LIABILITY WHICH MAY NOT BE RESTRICTED, LIMITED, OR EXCLUDED PURSUANT TO APPLICABLE LAW.

11. Indemnification

A. Indemnification by RingCentral

- i. RingCentral shall indemnify and hold harmless the Customer and its Affiliates for Indemnifiable Amounts, and shall defend any third-party claims or causes of action (a "**Third Party Claim**") to the extent such Third Party Claim arises out of or alleges that:
 - a. The Services, as provided by RingCentral, infringe or misappropriate the patent, copyright, trademark, or trade secret rights of a third party.
- ii. RingCentral will have no obligations under subsection (i) above to the extent the Third Party Claim arises from: (a) use of the Services in combination with data, software, hardware, equipment, or technology not provided or authorized by RingCentral in writing unless any of the foregoing are necessary for the proper operation of the Services; (b) modifications to the Services not made by RingCentral; (c) Customer Content; (d) failure to promptly install any updates of any software or firmware or accept or use any modified or replacement items provided free of charge by or on behalf of RingCentral; (e) breach of the Agreement; or (f) a Third Party Claim brought by Customer's Affiliate, successor, or assignee.
- iii. If such a Third-Party Claim is made or appears possible, Customer agrees to permit RingCentral, at RingCentral's sole discretion and expense, to (a) modify or replace the Services, or component or part thereof, to make it non-infringing or (b) obtain the right for Customer to continue to use the Services. If RingCentral determines that neither alternative is commercially reasonable, RingCentral may terminate this Agreement in its entirety or with respect to the affected Service, component or part (a "**Discontinued Component**"), effective immediately on written notice to Customer, in which case Customer will not owe any fees or charges relating to the Discontinued Component for any period subsequent to the date of such termination, and will be entitled to receive a refund of any prepaid but unused fees relating to the Discontinued Component. In the event the removal of the Discontinued Component does not substantially affect Customer's use of the Services, the refund or fee abatement pursuant to the foregoing shall be a reasonable portion of the total fees owed by Customer for the Services as a whole based on the significance of the Discontinued Component to the total value of the Services as a whole. RingCentral's obligations under this Sub-Section will be RingCentral's sole and exclusive liability and Customer's sole and exclusive remedies with respect to any actual or alleged intellectual property violations.

- B. Indemnification by Customer.** To the extent permitted by the laws and the constitution of the jurisdiction of Customer, Customer shall indemnify, and hold harmless RingCentral and its Affiliates for Indemnifiable Amounts, and shall defend any Third Party Claims arising out of or in connection with: (i) material violation of applicable Law by the Customer, its Affiliates, or their respective End Users in connection with their use of the Services; (ii) use of the Services in breach of the Use Policies; (iii) failure to promptly install any updates of any software or firmware or accept or use modified or replacement items provided free of charge by or on behalf of RingCentral; or (iv) Customer Content.

- C. Defense and Indemnification Procedures.** Any Party seeking indemnification under this Section 11 (the “**Indemnified Party**”) shall provide the Party from which it seeks such indemnification (the “**Indemnifying Party**”) with the following: (a) prompt written notice of the Third-Party Claim, (b) sole control over the defense and settlement of the Third-Party Claim, and (c) reasonable information, cooperation, and assistance (at the Indemnifying Party’s sole expense except for the value of the time of the Indemnified Party’s personnel) in connection with the defense and settlement of the Third-Party Claim. The Indemnified Party’s failure to comply with the foregoing obligations will not relieve the Indemnifying Party of its defense or indemnification obligations under this Section 11 (Indemnification) except to the extent that the Indemnifying Party is materially prejudiced by such failure. The Indemnified Party will have the right to participate (but not control), at its own expense, in the defense of such Third-Party Claim, including any related settlement negotiations. No such claim may be settled by the Indemnifying Party without the Indemnified Party’s express written consent (not to be unreasonably withheld, conditioned, or delayed) unless such settlement includes a full and complete release of all claims and actions against the Indemnified Party by each party bringing such Third-Party Claim, requires no admission of fault, liability, or guilt by the Indemnified Party, and requires no act by the Indemnified Party other than the payment of a sum of money fully indemnified by the Indemnifying Party.

12. Warranties

- A. RingCentral Warranty.** RingCentral will provide the Services using a commercially reasonable level of skill and care, in material compliance with all applicable Laws and otherwise subject to the terms of this Agreement. To the extent permitted by Law, RingCentral shall pass through to Customer any and all warranties RingCentral receives in connection with equipment provided to Customer by or on behalf of RingCentral.
- B. Customer Warranty.** Customer’s and its End Users’ use of the Services must always comply with all applicable Laws and this Agreement. Further, when Customer’s subscription for Services exceeds one (1) fiscal year, Customer warrants that it shall exercise due diligence and best efforts to secure an adequate appropriation of funds on time from its legislative or similar government body to pay for the contracted Services in the follow-on fiscal year(s).
- C. Disclaimer of Warranties.** **EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT AND TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE,” AND RINGCENTRAL MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, QUIET ENJOYMENT, AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING OR USAGE IN TRADE, TOGETHER WITH SIMILAR WARRANTIES, WHETHER ARISING UNDER ANY LAW OR OTHERWISE. TO THE EXTENT THAT RINGCENTRAL CANNOT DISCLAIM ANY SUCH WARRANTY AS A MATTER OF APPLICABLE LAW, THE SCOPE AND DURATION OF SUCH WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW.**

13. Dispute Resolution

- A. Governing Law.** Any dispute arising out of or relating to this Agreement shall be governed and construed in accordance with the laws of FL, without regard to its choice of law rules, and the parties agree to submit to the jurisdiction of, and venue in, the courts in that state. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement or Customer’s use of the products or Services.
- B. Good Faith Attempt to Settle Disputes.** In the event of a dispute, each Party shall appoint a duly authorized representative who shall use all reasonable endeavors to resolve in good faith any dispute within reasonable timescales.
- C. Equitable Relief.** Any breach of either Party’s IP Rights may cause that Party irreparable harm for which monetary damages will be inadequate and such Party may, in addition to other remedies available at Law or in equity, obtain injunctive relief without the necessity of posting a bond or other security, proof of damages, or similar requirement, in addition to any other relief to which such Party may be entitled under applicable Law.

14. Miscellaneous

- A. Relationship of the Parties.** RingCentral and Customer are independent contractors, and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between RingCentral and Customer.
- B. Assignment.** Neither Party may assign the Agreement or any portion thereof without the other Party’s prior written consent (which such consent may not be unreasonably withheld or delayed), however either Party may assign the Agreement and all of that Party’s rights and obligations thereunder without consent (a) to an Affiliate; (b) to the Party’s successor or surviving entity in connection with a merger, acquisition, consolidation, sale of all or substantially all of its assets used in connection with the provision of Services under this Agreement; or (c) as part of the transfer or disposition of more than fifty percent (50%) of a Party’s voting control or assets. This Agreement will bind and inure to the benefit of the Parties, and their permitted assigns and successors.
- C. Notices.** Except where otherwise expressly stated in the Agreement, all notices or other communications must be in English and are deemed to have been fully given when made in writing and delivered in person, upon delivered email, confirmed facsimile, or five days after deposit with a reputable overnight courier service, and addressed as follows: To RingCentral at RingCentral, Inc., Legal Dept., 20 Davis Drive, Belmont, CA 94002 USA, with a copy to legal@ringcentral.com, and to Customer at either the physical address or email address associated with the Customer Account.

Customer acknowledges and agrees that all electronic notices have the full force and effect of paper notices. The addresses to which notices may be given by either Party may be changed (a) by RingCentral upon written notice given to Customer pursuant to this Section or (b) by Customer in the Administrative Portal.

- D. Force Majeure.** Excluding either Party's payment obligations under the Agreement, neither Party will be responsible or liable for any failure to perform or delay in performing to the extent resulting from any event or circumstance that is beyond that Party's reasonable control, including without limitation any act of God; national emergency; third-party telecommunications networks; riot; war; terrorism; governmental act or direction; change in Laws; fiber, cable, or wire cut; power outage or reduction; rebellion; revolution; insurrection; earthquake; storm; hurricane; flood, fire, or other natural disaster; strike or labor disturbance; or other cause, whether similar or dissimilar to the foregoing, not resulting from the actions or inactions of such Party.
- E. Third-Party Beneficiaries.** RingCentral and Customer agree that there will be no third-party beneficiaries to this Agreement.
- F. Headings, Interpretation.** The headings, section titles, and captions used in the Agreement are for convenience of reference only and will have no legal effect. All defined terms include related grammatical forms, and, whenever the context may require, the singular form of nouns and pronouns include the plural, and vice versa. The Parties agree that this Agreement will be deemed to have been jointly and equally drafted by them, and that the provisions of this Agreement therefore should not be construed against a Party or Parties on the grounds that the Party or Parties drafted or was more responsible for drafting the provision(s).
- G. Anti-Bribery.** Each Party represents that in the execution of this Agreement and in the performance of its obligations under this Agreement it has complied and will comply with all applicable anti-bribery Laws and regulations, including, without limitation, the U.S. Foreign Corrupt Practices Act, the UK Bribery Act, and similar applicable Laws.
- H. Export Control.** Any services, products, software, and technical information (including, but not limited to, services and training) provided pursuant to the Agreement may be subject to U.S. export Laws and regulations. Customer will not use, distribute, transfer, or transmit the services, products, software, or technical information (even if incorporated into other products) except in compliance with U.S. and other applicable export regulations.
- I. Regulatory and Legal Changes.** In the event of any change in Law, regulation or industry change that would prohibit or otherwise materially interfere with RingCentral's ability to provide Services under this Agreement, RingCentral may terminate the affected Services or this Agreement or otherwise modify the terms thereof.
- J. Use of Beta, Preview, or Early Access Software.** If you use any beta, preview, or early access services, features, products, or software offered or made available by RingCentral, then you acknowledge that your use of the services, products, or software are governed by the [Beta Evaluation License Agreement](#) and not by this Agreement.
- K. Entire Agreement.** The Agreement, together with any exhibits, Order Forms, Use Policies, and Attachments, each of which is expressly incorporated into this Agreement with this reference, constitutes the entire agreement between the Parties and supersedes and replaces any and all prior or contemporaneous understandings, proposals, representations, marketing materials, statements, or agreements, whether oral, written, or otherwise, regarding such subject. RingCentral expressly rejects in their entirety any additional or conflicting terms or conditions contained in Customer purchase order, or similar Customer document, which the Parties agree are solely for the Customer's convenience.
- L. Order of Precedence.** In the event of any conflict between the documents comprising this Agreement, precedence will be given to the documents in the following descending order: (i) the applicable Order Form (including any hyperlinks); (ii) the applicable Attachment; (iii) the main body of this Agreement; (iv) Use Policies and Data Processing Addendum incorporated by reference in this Agreement; and (v) and any other document expressly referred to in this Agreement which governs the Services. With respect to data processing, the Data Processing Addendum shall take precedence over any inconsistent terms in any of the documents listed in the previous sentence.
- M. Amendments.** Except as otherwise provided, this Agreement may only be modified by a written amendment executed by authorized representatives of both Parties. In no event will handwritten changes to any terms or conditions, including in the applicable Order Form, be effective.
- N. Severability and Waiver.** In the event any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, such provision(s) will be stricken and the remainder of this Agreement will remain legal, valid, and binding. The failure by either Party to exercise or enforce any right conferred by this Agreement will not be deemed to be a waiver of any such right or to operate so as to bar the exercise or enforcement of any such or other right on any later occasion. Except as otherwise expressly stated in this Agreement, all rights and remedies stated in the Agreement are cumulative and in addition to any other rights and remedies available under the Agreement, at Law, or in equity.
- O. Publicity.** Subject to Customer's prior written approval, which may not be unreasonably withheld or denied, in each instance, and notwithstanding anything to the contrary in this Agreement, RingCentral may identify Customer as a customer (including use of any Customer logo or trademark) and may refer to this Agreement during its earnings calls and in connection with its business deals, press releases, and marketing and/or promotional materials.
- P. Execution.** Each Party represents and warrants that: (a) it possesses the legal right and capacity to enter into the Agreement and to perform all of its obligations thereunder; (b) the individual signing the Agreement and (each executable part thereof) on that Party's behalf has full power and authority to execute and deliver the same; and (c) the Agreement will be a binding obligation of that Party. Each Party agrees that an Electronic Signature, whether digital or encrypted, is intended to authenticate this Agreement and to have the same force and effect as manual signatures.
- Q. Counterparts.** This Agreement may be executed electronically and in separate counterparts each of which when taken together will constitute one in the same original.

- R. **Survival.** The rights and obligations of either Party that by their nature would continue beyond the expiration or termination of this Agreement or an Order Form will survive expiration or termination of this Agreement or the Order Form, including without limitation payment obligations, warranty disclaimers, indemnities, limitations of liability, definitions and miscellaneous.
- S. **Family Education Rights and Privacy Act (FERPA).** Customer Content when in-transit on the RingCentral Network and when at-rest within RingCentral Data Centers may contain communications and/or educational records pertaining to students in connection with the performance of the Services pursuant to the Agreement. RingCentral shall only use or disclose such Customer Content as is reasonably necessary to provide the Services or for RingCentral to otherwise perform its obligations under the Agreement.

EXHIBIT A DEFINITIONS

Definitions. Capitalized terms used in this Agreement but otherwise not defined have the following meaning:

1. **“Account”** means the numbered account established with RingCentral and associated with Customer and the Services provided to Customer under this Agreement. For billing and convenience purposes, multiple services, Digital Lines, or End Users may be included in a single billing account, and/or a single Customer may have multiple billing accounts encompassing different geographic locations, business units, or other designations as requested by Customer and accepted by RingCentral.
2. **“Account Administrator”** means the person(s) who have been granted authority by Customer to set up, amend, or otherwise control settings and/or make additional purchases for the Account via the Administrative Portal. Account Administrators may have varying levels of Account rights, skills, or permissions.
3. **“Account Data”** means: any business contact information provided with the Account; RingCentral-generated logs of calling or other metadata developed or collected in the provision of the Services; configuration data; and records of Digital Lines and any Services purchased under this Agreement.
4. **“Administrative Fees”** means any administrative recovery fees, 911 cost recovery fees and the like separately charged by RingCentral to Customer.
5. **“Administrative Portal”** means the online administrative portal through which Account Administrators control settings and/or make additional purchases for the Account.
6. **“Affiliate(s)”** means a person or entity that is controlled by a Party hereto, controls a Party hereto, or is under common control with a Party hereto, and “control” means beneficial ownership of greater than fifty percent (50%) of an entity’s then-outstanding voting securities or ownership interests.
7. **“Attachment(s)”** means documents appended to the contract containing additional terms for products and Services. Attachments and the terms and conditions contained therein are part of this Agreement.
8. **“Confidential Information”** means any information disclosed by or on behalf of the Disclosing Party) to the Receiving Party that should reasonably be considered as confidential given the nature of the information and the circumstances surrounding its disclosure.
9. **“Customer Care”** means Customer support operations delivered by RingCentral and/or its subcontractors.
10. **“Customer Content”** means the content of calls, facsimiles, SMS messages, voicemails, voice recordings, shared files, conferences, or other communications transmitted or stored through the Services.
11. **“Digital Line”** means a phone number assigned to an End User or a specifically designated location (e.g., conference room) and the associated voice service for inbound and outbound calling that permits an End User generally to make and receive calls to and from the public switched telephone network as well as to and from other extensions within the same Account.
12. **“Disclosing Party”** means the Party disclosing Confidential Information or on whose behalf Confidential Information is disclosed by such Party’s agents, including but not limited to, its Affiliates, officers, directors, employees, and attorneys.
13. **“Electronic Signatures”** means an electronic sound, symbol, or process, including clicking a digital button to accept, attached to or logically associated with a contract or other record and executed or adopted by a person with the intent to sign the record.
14. **“End Point”** means an application or device through which any End-User might access and/or use any of the Services, including without limitation IP Desk Phones, Desktop Clients, Web Clients, Mobile Applications, and Software Integrations.
15. **“End User”** means an individual user to whom Customer makes the Services available, and may be a natural person, and may include but is not limited to Customer’s employees, consultants, clients, external users, invitees, contractors, and agents.
16. **“Helpdesk Support”** shall mean the performance of the following tasks:
 - Standard feature/functionality (“how to”) support for End Users (i.e. call forwarding, voice mail set-up, etc.).
 - Standard management of the Admin Interface within the product.
 - Support all moves, adds, changes, and deletes of employees.
17. **“Indemnifiable Amounts”** means all (X) damages and other amounts awarded against the Indemnified Party by a court of competent jurisdiction pursuant to a final judgment in connection with such Third-Party Claim; (Y) any amounts payable by the Indemnified Party or its Affiliates pursuant to a binding, written agreement settling the Third Party Claim, provided such agreement is approved in advance in writing by the Indemnifying Party; and (Z) all reasonable costs and expenses paid to third parties by the Indemnified Party or its Affiliates in connection with the Indemnified Party’s or its Affiliates’ attorneys’ fees and related expenses.
18. **“Indemnifying Party”** and **“Indemnified Party”** have the meanings set forth in Section 11(C) (Defense and Indemnification Procedures).
19. **“Initial Term”** has the meaning set forth in Section 2(D) (Services Term).

20. **“Intellectual Property Rights”** or **“IP Rights”** means all common law and statutory rights (whether registered or unregistered, or recorded or unrecorded, regardless of method) arising out of or associated with: (a) patents and patent applications, inventions, industrial designs, discoveries, business methods, and processes; (b) copyrights and copyright registrations, and “moral” rights; (c) the protection of trade and industrial secrets and Confidential Information; (d) other proprietary rights relating to intangible property; (e) trademarks, trade names and service marks; (f) a person’s name, likeness, voice, photograph or signature, including without limitation rights of personality, privacy, and publicity; (g) analogous rights to those set forth above; and (h) divisions, continuations, continuations-in-part, renewals, reissues and extensions of the foregoing (as applicable).
21. **“Law”** means any law, statute, regulation, rule, ordinance, administrative guidance, treaty or convention, or court or administrative order or ruling of any governing Federal, State, local or non-U.S. governmental body with jurisdiction over the Services.
22. **“Order Form(s)”** means a request for Service describing the type and quantity of Services required by Customer and submitted and accepted by the Parties in accordance with Section 2(A) (Ordering Services). The Order Form may be presented and executed via the Administrative Portal.
23. **“Receiving Party”** means the Party or its agents, including, but not limited to its Affiliates, officers, directors, employees, and attorneys receiving Confidential Information.
24. **“Renewal Term”** has the meaning set forth in Section 2(D) (Services Term).
25. **“RingCentral Network”** means the network and supporting facilities between and among the RingCentral points of presence (“PoP(s)”), up to and including the interconnection point between the RingCentral’s network and facilities, and the public Internet, and the Public Switched Telephone Network (PSTN). The RingCentral Network does not include the public Internet, a Customer’s own private network, or the PSTN.
26. **“Service(s)”** means all services provided under this Agreement and set forth in one or more Order Form(s).
27. **“Start Date”** means the date so identified in the relevant Order Form or the date on which Customer orders Services via the Administrative Portal.
28. **“Taxes”** means any and all federal, state, local, municipal, foreign, and other taxes and fees charged or collected from Customers, including but not limited to any Universal Service Fund, TRS and 911 taxes and fees.
29. **“Term”** means the Initial Term plus any Renewal Terms.
30. **“Third Party Claim”** has the meaning set forth in Section 11(A) (Indemnification by RingCentral).
31. **“Use Policy”** refers to any of the policies identified in Section 5(B) (Use Policies).

ATTACHMENT A SERVICE ATTACHMENT - RINGEX SERVICES

This Service Attachment is a part of the Master Services Agreement (the “**Agreement**”) that includes the terms and conditions agreed by the Parties under which RingCentral will provide to the Customer the RingEX Services as described under the applicable Order Form (the “**Services**”).

1. Service Overview

The Services are a cloud-based unified communications service that includes enterprise-class voice, fax, call handling, mobile apps, and bring-your-own-device (BYOD) capability that integrates with a growing list of applications.

The Services include:

- Voice Services, including extension-to-extension calling and the ability to make and receive calls to and from the public switched telephone network (PSTN)
- Video and audio-conferencing service, including screen sharing
- Collaboration Tools, including One-to-One and Team Chat, File Sharing, task management, SMS/Texting (where available), and other innovative tools

The Services may be accessed from a variety of user End Points, including IP Desk Phones, Desktop Clients, Web Clients, Mobile Applications, and Software Integrations.

2. RingEX Purchase Plans

A. Tiers of Service. The Services are made available in several pricing tiers, which are described more fully at <https://www.ringcentral.com/office/plansandpricing.html>. While RingCentral offers unlimited monthly plans for some of its products and services, RingCentral Services are intended for regular business use. “Unlimited” use does not permit any use otherwise prohibited by the Acceptable Use Policy, available at <https://www.ringcentral.com/legal/acceptable-use-policy.html>, including trunking, access stimulation, reselling of the Services, etc.

B. Minute and Calling Credit Bundles. Each plan includes a number of Toll-Free minutes, per month, which are pooled to create a single allotment of Toll-Free minutes available for the entire account. Core/Advanced/Ultra tier plans include a monthly allotment of 100/1000/10000 toll free minutes per account, respectively. Overage charges of 3.9¢ per minute apply to calls made in excess of allotment.

International Calling Credit Bundles can be purchased in addition to any base amount included with the purchased tier. International External Calls are charged against Calling Credits on the Account per destination rates, or as overage once Calling Credits are exceeded. Currently effective rates are available at <https://www.ringcentral.com/support/international-rates.html>.

Extension-to-Extension Calls within the Customer account never incur any usage fee and are unlimited, except to the extent that such calls are forwarded to another number that is not on the Customer account.

Additional Calling Credits may be purchased through the Auto-Purchase feature, which can be selected for automatic purchase in various increments on the Administrative Portal. Auto-Purchase is triggered when the combined usage of all End Users on an Account exceeds the total Calling Credits or when End Users make calls with additional fees (e.g., 411).

Minute Bundles and Calling Credit Bundles expire at the end of month and cannot roll over to the following month. Auto-Purchased Calling Credits expire twelve (12) months from date of purchase. Bundles may not be sold, transferred, assigned, or applied to any other customer.

C. Enhanced Business SMS Allotment and Pricing. Each plan includes a number of SMS per each user, per month, which are pooled to create a single allotment of SMS available to the entire account. Core/Advanced/Ultra tier plans include a monthly allotment of 25/100/200 SMS, per user respectively. Each SMS sent or received will be deducted from the pool of available SMS on the account. Overage charges apply to SMS sent or receive in excess of allotment and will be charged at the then-applicable rates, available at <https://www.ringcentral.com/support/new-sms-rates.html>. Additional SMS bundles are available for purchase at discounted prices. Customer must successfully register phone numbers with the SMS registrar prior to using SMS. RingCentral may attempt to deliver SMS sent from unregistered phone numbers at its discretion, however unregistered SMS are excluded from the monthly allotment and any purchased SMS bundles, and will be charged at then-applicable unregistered SMS rates, available at <https://www.ringcentral.com/support/new-sms-rates.html>.

3. Operator Assisted Calling, 311, 511 and other N11 Calling

RingCentral does not support 0+ or operator assisted calling (including, without limitation, collect calls, third party billing calls, 900, or other premium line numbers or calling card calls). The Services may not support 211, 311, 411, 511 and/or N11 calling. To the extent they are supported, additional charges may apply for these calls.

4. Directory Listing Service

RingCentral offers directory listing (the “**Directory Listing Service**”). If Customer subscribes to the Directory Listing Service, RingCentral will share certain Customer Contact Data with third parties as reasonably necessary to include in the phone directory (“**Listing Information**”). This information may include, but is not limited to, Customer’s company name, address, and phone numbers. Customer authorizes RingCentral to use and disclose the Listing Information for the purpose of publishing in, and making publicly available through, third-party directory listing services, to be selected by RingCentral or third-party service providers in their sole discretion. Customer acknowledges and agrees that by subscribing to the Directory Listing Service, Customer’s Listing Information may enter the public domain and that RingCentral cannot control third parties’ use of such information obtained through the Directory Listing Service.

- A. **Opt Out.** Customer may opt out of the Directory Listing Service at any time; however, RingCentral is not obligated to have Customer’s Listing Information removed from third-party directory assistance listing services that have already received Customer’s information.
- B. **No Liability.** RingCentral will have no responsibility or liability for any cost, damages, liabilities, or inconvenience caused by calls made to Customer’s telephone number; materials sent to Customer, inaccuracies, errors or omissions with Listing Information; or any other use of such information. RingCentral will not be liable to Customer for any use by third parties of Customer’s Listing Information obtained through the Directory Listing Service, including without limitation the use of such information after Customer has opted out of the Directory Listing Service.

5. Global RingEX or RingCentral Global Office.

Global RingEX (which is also known as RingCentral Global Office and references in the Service Description to Global RingEX shall also refer to Global Office) provides a single communications system to companies that have offices around the world, offering localized service in countries for which Global RingEX is available. Additional information related to Global RingEX Services is available at <http://www.ringcentral.com/legal/policies/global-office-countries.html>. This section sets forth additional terms and conditions concerning RingCentral’s Global RingEX for customers that subscribe to it.

- A. **Emergency Service Limitations for Global RingEX.** RingCentral provides access to Emergency Calling Services in many, but not all, countries in which RingCentral Global RingEX is available, allowing End Users in most countries to access Emergency Services. Emergency Services may only be accessed within the country in which the Digital Line is assigned, e.g., an End User with a Digital Line assigned in Ireland may dial Emergency Services only within Ireland. Access to Emergency Calling Services in RingCentral Global RingEX countries, where available, is subject to the Emergency Services Policy, available at <https://www.ringcentral.com/legal/emergency-services.html>. Customer must make available and will maintain at all times traditional landline and/or mobile network telephone services that will enable End Users to call the applicable Emergency Services number. Customer may not use the RingCentral Services in environments requiring fail-safe performance or in which the failure of the RingCentral Services could lead directly to death, personal injury, or severe physical or environmental damage.
- B. **Global RingEX Provided Only in Connection with Home Country Service.** RingCentral provides Global RingEX Service only in connection with Services purchased in the Home Country. RingCentral may immediately suspend or terminate Customer’s Global RingEX Services if Customer terminates its Digital Lines in the Home Country. All invoicing for the Global RingEX Services will be done in the Home Country on the Customer’s Account, together with other Services purchased under this Agreement, using the Home Country’s currency. Customer must at all times provide a billing address located in the Home Country. RingCentral will provide all documentation, licenses, and services in connection with the Global RingEX Service in English; additional language support may be provided at RingCentral’s sole discretion.
- C. **Primary Place of Use of Global RingEX Service.** Customer represents and warrants that the primary place of use of the Global RingEX Services will be the country in which the Digital Line is assigned, e.g., an End User with a Digital Line assigned in Ireland will primarily use that Digital Line in Ireland.
- D. **Relationships with Local Providers.** In connection with the provision of Global RingEX Services, RingCentral relies on local providers to supply certain regulated communication services; for example (i) for the provision of local telephone numbers within local jurisdictions; (ii) to enable you to place local calls within local jurisdictions; and (iii) to enable you to receive calls from non-RingCentral numbers on Customer’s Global RingEX telephone number(s), by connecting with the local public switched telephone network. Customer hereby appoints RingCentral as Customer’s agent with power of attorney (and such appointment is coupled with an interest and is irrevocable during the Term) to conclude and enter into agreements with such local providers on Customer’s behalf to secure such services. RingCentral’s locally licensed affiliates provide all telecommunications services offered to Customer within the countries in which such affiliates are licensed; in some cases, RingCentral may obtain services from locally licensed providers on Customer’s behalf. RingCentral is responsible for all contracting, billing, and customer care related to those services. Customer is responsible for providing RingCentral with all information necessary for RingCentral to obtain numbers in Global RingEX countries.

6. **Additional Services.** RingCentral offers add-on services for the Services (where available), which are described at <https://www.ringcentral.com/legal/microsoft-teams-services-attachment.html>. Additional terms or charges may apply, depending on the selected features.
7. **Bring Your Own Carrier (BYOC) Services.** RingCentral offers a software-as-a-service in which customers provide and maintain their own local telecommunications services, which may be connected to RingCentral's cloud PBX, videoconferencing, and team messaging services. BYOC and additional terms are described and available at <https://www.ringcentral.com/legal/BYOC-service-description.html>.
8. **Definitions.** Terms used herein but not otherwise defined have the meanings ascribed to them in the Agreement. For purposes of this Service Attachment, the following terms have the meanings set forth below:
 - A. **“Digital Line”** means a phone number assigned to an End User or a specifically designated location (e.g., conference room) and the associated voice service for inbound and outbound calling that permits the End User generally to make and receive calls to and from the public switched telephone network as well as to and from other extensions within the same Account.
 - B. **“End Point”** means an application or device through which any End-User might access and/or use any of the Services, including without limitation IP Desk Phones, Desktop Clients, Web Clients, Mobile Applications, and Software Integrations.
 - C. **“Extension-to-Extension Calls”** means calls made and received between End Points on the Customer Account with RingCentral, regardless of whether the calls are domestic or international.
 - D. **“External Calls”** means calls made to or received from external numbers on the PSTN that are not on the Customer Account with RingCentral.
 - E. **“Home Country”** means the United States or the country that is otherwise designated as Customer's primary or home country in the Order Form.

ATTACHMENT B SERVICE ATTACHMENT - RINGCX SERVICES

This Service Attachment is a part of the Master Services Agreement (the “**Agreement**”) that includes the terms and conditions agreed by the Parties under which RingCentral will provide to the Customer the RingCX Services as described under the applicable Order Form.

In the event of any conflict between the provisions of the Agreement and the provisions of this Service Attachment, such provisions of this Service Attachment will prevail.

1. Service Overview

“**RingCX Services**” is a cloud-based, contact center and omnichannel communications solution consisting of inbound and outbound voice media routing, queuing, and distribution as well as digital channel management, and related services, applications, and features, whether included as part of a Subscription Package or ordered separately.

2. Billing and Payment

A. Billing

Starting at the Start Date set forth in the Order Form and until the end of the Term, You agree to pay for: a) the RingCX Services fees for at least the number of Seats set forth in the RingCX Services Order (as amended as permitted below) (an “**RingCX Contract Seat**”) based on the per Seat pricing set forth in the RingCX Services Order (the “**RingCX Contract Seat Price**”), as amended from time to time, regardless of the number of Seats being used; b) any Usage (per minute) fees; c) any Subscription Packages set forth in the RingCX Services Order (e.g. Interactive RingCX Response, minutes, international minutes); and d) any additional fees set forth in the RingCX Services Order.

B. Adding New RingCX Contract Seats

You may add RingCX Contract Seats at any time either through a new RingCX Services Order or a written amendment executed by You and RingCentral. The RingCX Services fees related to these additional RingCX Contract Seats will be billed at the per Seat price set forth in the RingCX Order form. For the avoidance of doubt, You will be required to pay for RingCX Services fees related to these additional RingCX Contract Seats until the end of the Term.

C. Adding On-Demand RingCX Seats

At any time, You may utilize additional Seats with your RingCX Services on an as-needed basis (each, an “**On-Demand RingCX Seat**”). You will be billed for any RingCX Services at the rate of the RingCX Contract Seat Price plus an overage charge of 20 USD per month per Seat (the “**On-Demand RingCX Price**”) until You remove this On-Demand RingCX Seat from Your RingCX Services subscription (which You may do at any time in your discretion). RingCX Services fees for any On-Demand RingCX Seats will be charged for the full month, regardless of the number of days used. For each monthly billing period, You will be charged for the highest number of On-Demand RingCX Seats used within such billing period. Fees for other RingCX Service licenses may be billed at the price set forth in the RingCX Order Form.

3. RingCX Services, Settings, and Modifications

A RingEX account is required to use the RingCX Services. The settings and preferences for your RingCX Services, including without limitation user rights, user skills, and permissions; routing, scripts; registration Information; and activation of On-Demand RingCX Seats, among others, may be set and modified by those individuals whom You allow to have access to the web console (“**Account Administrators**”). The Customer acknowledges that the acts or omissions of the Account Administrators may result in additional charges or affect RingCX Services. The Customer will be solely responsible for the acts or omissions and the impact on billable amounts of the Account Administrators.

4. Use of RingCX Services

You acknowledge and agree that all use of the RingCX Services shall be subject to this Service Attachment and the Agreement, including without limitation the use policies and data privacy policies. You acknowledge and agree that You are fully responsible and liable for all use of the RingCX Services, any software or hardware used in conjunction with the RingCX Services, and any and all fees and charges that are incurred as a result of such use. Notwithstanding anything to the contrary stated in the Agreement, the use of the RingCX Services shall be subject to the following terms:

- A. NO 911 SERVICE. YOU ACKNOWLEDGE AND AGREE THAT 911 / EMERGENCY CALLS OR MESSAGES MAY NOT BE PLACED OR SENT THROUGH THE RINGCX SERVICES, AND NO 911 CALLING OR SMS OR OTHER EMERGENCY MESSAGING SERVICE IS OFFERED OR PROVIDED WITH THE RINGCX SERVICES. YOU MUST MAKE AVAILABLE ALTERNATIVE ARRANGEMENTS TO PLACE 911 CALLS.**
- B. Customer 911 Notification Obligations.** You represent, warrant, and covenant that: (i) You shall ensure that any person who might use the RingCX Services or be present at the physical location where any the RingCX Services might be accessed or used is fully informed and aware that he or she will not be able to place calls or send messages to 911 or other emergency response services through the RingCX Services; and (ii) You shall provide all of the foregoing parties with an alternate method by which to place such calls and, as applicable, to send such messages.
- C. Cardholder Data.** You acknowledge and agree that when using RingCX Services, You will not record or store Cardholder Data (“**CHD**”) as that term is defined by the PCI Data Security Standard. If You are required to receive CHD using the RingCX Services, You will pause any recordings or otherwise ensure that no CHD is being recorded or saved.

5. Compliance and Regulations

You disclaim and deny any reliance on any marketing materials relating to the RingCX Services with regard to Telephone Consumer Protection Act (“**TCPA**”) compliance and/or the Telemarketing Sales Rule. Any statements regarding the TCPA or other legal compliance are opinion only, and You are ultimately responsible for making your own determinations regarding the requirements of the TCPA and its applicability to the RingCX Services.

RingCentral shall not redesign or otherwise modify its Manual Dial product, including any relevant hardware or software, in a manner that would give it the capacity to dial randomly or sequentially generated numbers, function as a predictive dialer or dial numbers in any manner that does not require human intervention for each call.

6. Definitions

Terms used herein but not otherwise defined have the meanings ascribed to them in the Agreement. For purposes of this Service Attachment, the following terms have the meanings set forth below:

- A. **“RingCX Materials”** means documentation, either electronic or otherwise, that RingCentral provides or makes available to the Customer describing the RingCX Services, including the components of each Subscription Package, if applicable, and any other features and functionality offered as part of the RingCX Services. The RingCX Materials may include without limitation manuals, product descriptions, user or installation instructions, diagrams, printouts, listings, flowcharts, and training materials related to the RingCX Services.
- B. **“RingCX Services Order”** is an Order form executed by the Parties under the terms of the Agreement and this Service Attachment, setting out the details of the subscription to the RingCX Services, including any Subscription Package, and any additional products, services and functionality purchased by the Customer.
- C. **“Interactive Voice Response”** or **“IVR”** means a module that allows customers to script automated voice interactions, accessing third-party services and databases when needed to service the customer. IVR-only packages do not include any services or restrictions related to Seats.
- D. **“Seat”** means either: i) a named license based on the named persons that use the RingCX Services, or ii) a concurrent license based on the number of persons simultaneously using the RingCX Services. Each Seat includes 2,000 minutes of IVR per month and unlimited inbound and manually dialed outbound domestic minutes. All use is subject to the Acceptable Use Policy. Overages apply.
- E. **“Subscription Package”** is a set of RingCX Services features and applications, as further defined in the RingCX Materials, that could be ordered as a bundle.
- F. **“Usage”** means any charges incurred in connection with the use of your RingCX Services, including, without limitation, local, long-distance, international, and toll-free minutes, charges, and any products listed on the RingCX Service Order.

ATTACHMENT C
SERVICE LEVEL AGREEMENT FOR RINGEX SERVICES

This Service Level Agreement for RingEX Services (the “**RingEX SLA**”) is a part of the Master Services Agreement (the “**Agreement**”) that includes the Service Availability levels RingCentral commits to deliver on the RingCentral Network for RingEX Services.

1. Overview

RingCentral will maintain the following performance levels:

	Performance Level
Voice Services Availability (Monthly Calculation)	99.999%
Quality of Voice Service (Monthly Calculation)	3.8 MOS Score

2. Minimum Eligibility

Customer is entitled to the benefits of this RingEX SLA only to the extent that Customer maintains a minimum of fifty (50) Digital Lines under the RingEX Service Attachment with a minimum twelve (12) month Term. This RingEX SLA shall not apply to any period of time where Customer does not meet the foregoing requirements.

3. Service Delivery Commitments

A. Calculation of Service Availability for Voice Services

Service Availability = $[1 - ((\text{number of minutes of Down Time} \times \text{number of Impacted Users}) / (\text{total number users} \times \text{total number of minutes in a calendar month}))] \times 100$

Service Availability shall be rounded to nearest thousandth of a percent in determining the applicable credit. Service Credits for Down Time will not exceed 30% MRC.

B. Calculation of Service Credits

Customer is entitled to the Accelerated Service Credits calculated based on the table below:

B.1 Accelerated Service Credit Table

Voice Service Availability	Service Credits
≥ 99.999%	0% MRC
≥ 99.500% and < 99.999%	5% MRC
≥ 99.000% and < 99.500%	10% MRC
≥ 95.000% and < 99.000%	20% MRC
< 95.000%	30% MRC

C. No Cumulative Credits

Where a single incident of Down Time affects RingEX Services and any other Services provided by RingCentral and covered under a separate service level agreement executed between the parties, resulting in Service Credits under both agreements, Customer is entitled to claim Service Credits under one of the agreements, but not for both.

Service Credits to be paid under this RingEX SLA will be calculated based on Customer’s RingEX MRC only and will not include any other fees paid by RingCentral for any other Services, (e.g., Contact Center Services). Service Credits may not exceed the total MRC paid for the relevant Services.

D. Qualifying for Service Credits

Service Credits for Down Time will accrue only to the extent:

- i. Down Time exceeds 1 minute.
- ii. Customer reports the occurrence of Down Time to RingCentral by opening a Support Case within twenty-four (24) hours of the conclusion of the applicable Down Time period.
- iii. RingCentral confirms that the Down Time was the result of an outage or fault on the RingCentral Network.
- iv. Customer is not in material breach of the Agreement, including its payment obligations.
- v. Customer must submit a written request for Service Credits to Customer Care within thirty (30) days of the date the Support Case was opened by Customer, including a short explanation of the credit claimed and the number of the corresponding Support Case.

4. Quality of Service Commitments

- A. Quality of Service Targets.** RingCentral will maintain an average MOS score of 3.8 over each calendar month for Customer Sites in the Territory, except to the extent that Customer endpoints connect via public Wi-Fi, a low bandwidth mobile data connection (3G or lower), or Customer uses of narrowband codecs such as G.729.
- B. Quality of Service Report.** Customer may request a Quality of Service Report for the preceding calendar month by submitting a Support Case. RingCentral will endeavor to provide the Quality of Service Report within five (5) business days.
- C. Diagnostic Investigation.** If the Quality of Service Report shows a failure to meet the target 3.8 average MOS as calculated under this Section, RingCentral will use industry-standard diagnostic techniques to investigate the cause of the failure. Customer shall cooperate with RingCentral in this investigation fully and in good faith.
- D. Diagnostic Remediation.** Based on its investigation, RingCentral will provide a reasonable determination of the root cause(s) of any failure for the quality of service to meet the target MOS of 3.8. RingCentral will resolve any root cause(s) on the RingCentral Network; Customer shall timely implement settings or other resolution advised by RingCentral to improve the quality of service.

5. Chronic Service Failures

- A. Service Availability.** Customer may terminate the Agreement without penalty, and will receive a pro-rata refund of all prepaid, unused fees in the following circumstances if RingCentral fails to meet a Service Availability of at least 99.9% on the RingCentral Network for Voice Services during any three (3) calendar Months in any continuous 6 Month period, and customer has timely reported Down Time as set forth herein.
- B. Quality of Service.** Customer may terminate the affected Customers Sites under its Agreement without penalty, and will receive a pro-rata refund of all prepaid, unused fees in the following circumstances if RingCentral fails to meet a minimum 3.5 MOS, as measured in duly requested Quality of Service Reports, for the affected Customer Sites within 4 months of the date of Customer's initial Support Case requesting a Quality of Service Report, except that such right inures only to the extent that Customer has complied fully and in good faith with the cooperation requirements and timely implemented all suggestions from RingCentral, in RingCentral's sole reasonable judgment.
- C.** To exercise its termination right under this RingEX SLA, Customer must deliver written notice of termination to RingCentral no later than ten (10) business days after its right to terminate under this Section accrues.

6. Sole Remedy

The remedies available pursuant to this RingEX SLA (i.e. the issuance of credits and termination for chronic service failure) shall be Customer's sole remedy for any failure to meet committed services levels under this RingEX SLA.

7. Definitions

Terms used herein but not otherwise defined have the meanings ascribed to them in the Agreement. For purposes of this Service Level Agreement, the following terms have the meanings set forth below:

- A. "Down Time"** is an unscheduled period during which the Voice Services for RingEX on the RingCentral Network are interrupted and not usable, except that Down Time does not include unavailability or interruptions due to (1) acts or omissions of Customer; (2) an event of a Force Majeure; or (3) Customer's breach of the Agreement. Down Time begins to accrue after one (1) minute of unavailability, per incident.
- B. "Impacted User"** means a user with a Digital Line affected by Down Time. In the event that due to the nature of the incident it is not possible for RingCentral to identify the exact number of users with a Digital Line affected by Down Time, RingCentral will calculate the Impacted Users on a User-Equivalency basis as defined below.
- C. "MOS"** means the Mean Opinion Score, determined according to the ITU-T E-model, as approved in June 2015, rounding to the nearest tenth of a percent. MOS provides a prediction of the expected voice quality, as perceived by a typical telephone user, for an end-to-end (i.e. mouth-to-ear) telephone connection under conversational conditions. MOS is measured by RingCentral using network parameters between the Customer endpoint, e.g., the IP Phone or Softphone, and the RingCentral Network, and will accurately reflect quality of the call to the caller using the Voice Services.
- D. "MRC"** means the monthly recurring subscription charges (excluding taxes, administrative or government mandated fees, metered billings, etc.) owed by Customer to RingCentral for RingEX Services for the relevant month. If customer is billed other

than on a monthly basis, MRC refers to the pro-rata portion of the recurring subscription charges for the relevant calendar month. MRC does not include one-time charges such as phone equipment costs, set-up fees, and similar amounts, nor does it include any charges or fees for services other than RingEX Services.

- E. **“Quality of Service Report”** means a technical report provided by RingCentral, detailing MOS and related technical information.
- F. **“RingCentral Network”** means the network and supporting facilities between and among the RingCentral points of presence (“PoP(s)”), up to and including the interconnection point between the RingCentral’s network and facilities, and the public Internet, and the PSTN. The RingCentral Network does not include the public Internet, a Customer’s own private network, or the Public Switched Telephone Network (PSTN).
- G. **“Service Availability”** is the time for which Voice Services for RingEX are available on the RingCentral Network, expressed as a percentage of the total time in the relevant calendar month, and calculated as set forth above.
- H. **“Service Credits”** means the amount that RingCentral will credit a Customer’s account pursuant to this RingEX SLA.
- I. **“Site”** means a physical location in the Territory at which Customer deploys and regularly uses at least five (5) RingCentral Digital Lines. A Digital Line used outside such physical location for a majority of days in the relevant calendar month, such as home offices, virtual offices, or other remote use, will not be included in the line count for this purpose.
- J. **“Support Case”** means an inquiry or incident reported by the Customer, through its Helpdesk Support, to Customer Care via the designated Customer Care portal.
- K. **“Territory”** means those countries in which Customers subscribes to RingEX or Global RingEX Services.
- L. **“User-Equivalency”** means the calculation made by RingCentral to estimate the percentage of the Voice Services impacted by the Down Time. RingCentral may use number of calls, network, device information, vendor and customer reports, and its own technical expertise to make these calculations.
- M. **“Voice Services”** means the audio portion of the Services, across endpoints, including the Softphone, and IP desk phone.

ATTACHMENT D
RINGCENTRAL SECURITY ADDENDUM

1. Scope

This document describes the Information Security Measures (“**Measures**”) that RingCentral has in place when processing Protected Data through RingCentral Services.

2. Definitions

For purposes of this Security Addendum only, capitalized terms, not otherwise defined herein, have the meaning set forth in the Agreement.

- A. “**Ring Central Services**”, or “**Services**”, means services offered by RingCentral and acquired by the Customer.
- B. “**Customer**” means the entity that entered into the Agreement with RingCentral.
- C. “**Protected Data**” means Customer and partner data processed by RingCentral Services, as defined in the applicable RingCentral DPA or Agreement, including “personal data” and “personal information” as defined by applicable privacy laws, confidential data as defined in the Agreement, account data, configuration data, communication content including messages, voicemail, and video recording.
- D. “**Agreement**” means the agreement in place between RingCentral and the Customer for the provision of the Services.
- E. “**Personnel**” means RingCentral employees, contractors or subcontracted Professional Services staff.

3. Information Security Management

A. Security Program

RingCentral maintains a written information security program that:

- i. Includes documented policies or standards appropriate to govern the handling of Protected Data in compliance with the Agreement and with applicable law.
- ii. Is managed by a senior employee responsible for overseeing and implementing the program.
- iii. Includes administrative, technical, and physical safeguards reasonably designed to protect the confidentiality, integrity, and availability of Protected Data.
- iv. Is appropriate to the nature, size, and complexity of RingCentral’s business operations.

B. Security Policy Management

RingCentral’s security policies, standards, and procedures:

- i. Align with information security established industry standards.
- ii. Are subject to ongoing review.
- iii. May be revised to reflect changes in industry best practices.

C. Risk Management

RingCentral:

- i. Performs cybersecurity risk assessments to identify threats to their business or operations at least annually.
- ii. Updates RingCentral policies, procedures and standards as needed to address threats to RingCentral’s business or operations.

4. Independent security assessments

A. External Audit

RingCentral:

- i. Uses qualified independent third-party auditors to perform security audits covering systems, environments, and networks where Protected Data is processed, including
 - a. SOC2 Type II
 - b. IES/ISO 27001.
- ii. maintains additional audits and compliance certifications as appropriate for RingCentral’s business and as identified at www.ringcentral.com/trust-center.html.

B. Distribution of Reports

Copies of relevant audit reports and certifications:

- i. Will be provided to Customer on request.

- ii. Are subject to Non-Disclosure Agreement.

C. Annual Risk Assessment Questionnaire

Customer may, on one (1) occasion within any twelve (12) month period, request that RingCentral complete a third-party risk assessment questionnaire within a reasonable time frame.

In case of conflict between this section and the equivalent section in the RingCentral DPA, the DPA takes precedence.

5. Human Resource Security

A. Background Checks

RingCentral requires pre-employment screenings of all employees. RingCentral ensures criminal background searches on its employees to the extent permitted by law. Each background check in the US includes:

- i. An identity verification (SSN trace).
- ii. Criminal history checks for up to seven (7) years for felony and misdemeanors at the local, state, and federal level, where appropriate.
- iii. Terrorist (OFAC) list search, as authorized by law.

Internationally, criminal history checks are conducted as authorized by local law.

Background checks are conducted by a member of the National Association of Professional Background Screeners or a competent industry-recognized company in the local jurisdiction.

B. Training

RingCentral will ensure that all employees including contractors:

- i. Complete annual training to demonstrate familiarity with RingCentral's security policies.
- ii. Complete annual training for security and privacy requirements, including CyberSecurity awareness, GDPR, and CCPA.
- iii. Have the reasonable skill and experience suitable for employment and placement in a position of trust within RingCentral.

C. Workstation Security

RingCentral ensures that:

- i. RingCentral employees either use RingCentral owned and managed devices in the performance of their duties or Bring Your Own Device (BYOD) device.
- ii. All devices, whether RingCentral owned and managed or Bring Your Own Device (BYOD) device, are enrolled in the full RingCentral managed device program.

D. Data Loss Prevention

RingCentral employs a comprehensive system to prevent the inadvertent or intentional compromise of RingCentral data and Protected Data.

E. Due Diligence Over Sub-Contractors

RingCentral will:

- i. maintain a security process to conduct appropriate due diligence prior to engaging sub-contractors.
- ii. assess the security capabilities of any such sub-contractors on a periodic basis to ensure subcontractors' ability to comply with the Measures described in this document.
- iii. apply written information security requirements that oblige sub-contractors to adhere to RingCentral's key information security policies and standards consistent with and no less protective than these Measures.

F. Non-Disclosure

RingCentral ensures that employees and contractors/sub-contractors who process Protected Data are bound in writing by obligations of confidentiality.

6. Physical Security

A. General

RingCentral:

- i. Restricts access to, controls, and monitors all physical areas where RingCentral Services process Protected Data ("**Secure Areas**").
- ii. Maintains appropriate physical security controls on a 24-hours-per-day, 7-days-per-week basis ("**24/7**").

- iii. Revokes any physical access to Secure Areas promptly after the cessation of the need to access buildings and system(s).
- iv. Performs review of access rights on at least an annual basis.

B. Access and Authorization Processes

RingCentral maintains a documented access authorization and logging process. The authorization and logging process will include at minimum:

- i. Reports detailing all access to Secure Areas, including the identities and dates and times of access.
- ii. Reports to be maintained for at least one year as allowed by law.
- iii. Video surveillance equipment to monitor and record activity at all Secure Areas entry and exit points on a 24/7 basis to the extent permitted by applicable laws and regulations.
- iv. Video recording to be maintained for at least 30 days or per physical location provider's policies.

C. Data Centers

To the extent that RingCentral is operating or using a data center, RingCentral ensures that physical security controls are in alignment with industry standards such as ISO 27001 and SSAE 16 or ISAE 3402 or similar standard including:

- i. Perimeter security including fencing/barriers and video surveillance.
- ii. Secure access including security guard/reception.
- iii. Interior access controlled through RFID cards, 2FA, anti-tailgating controls.
- iv. Redundant utility feeds and support for continuous delivery through backup systems.
- v. Redundant network connection from multiple providers.

7. Logical Security

A. User Identification and Authentication

RingCentral:

- i. Maintains a documented user management lifecycle management process that includes manual and/or automated processes for approved account creation, account removal and account modification for all Information Resources and across all environments.
- ii. Ensures that RingCentral users have an individual accounts for unique traceability.
- iii. Ensures that RingCentral users do not use shared accounts; where shared accounts are technically required controls are in place to ensure traceability.
- iv. RingCentral user passwords are configured aligned with current NIST guidance.

For the customer facing applications, Customers may choose to integrate with SSO (Single Sign on) so that Customer retains control over their required password settings including Customer's existing MFA/2FA solutions.

B. User Authorization and Access Control

RingCentral:

- i. Configures remote access to all networks storing or transmitting Protected Data to require multi-factor authentication for such access.
- ii. Revokes access to systems and applications that contain or process Protected Data promptly after the cessation of the need to access the system(s) or application(s).
- iii. Has the capability of detecting, logging, and reporting access to the system and network or attempts to breach security of the system or network.

RingCentral employs access control mechanisms that are intended to:

- i. Limit access to Protected Data to only those Personnel who have a reasonable need to access said data to enable RingCentral to perform its obligations under the Agreement.
- ii. Prevent unauthorized access to Protected Data.
- iii. Limit access to users who have a business need to know.
- iv. Follow the principle of least privilege, allowing access to only the information and resources that are necessary.
- v. Perform review access controls on a minimum annual basis for all RingCentral's systems that transmit, process, or store Protected Data.

8. Telecommunication and Network Security

A. Network Management

RingCentral:

- i. Maintains network security program that includes industry standard firewall protection and two-factor authentication for access to RingCentral's networks.
- ii. Deploys an Intrusion Detection Systems (IDS) and/or Intrusion Prevention Systems (IPS) to generate, monitor, and respond to alerts which could indicate potential compromise of the network and/or host.
- iii. Monitors web traffic from the Internet and from internal sources to detect cyber-attacks including Distributed Denial of Service (DDoS) attacks against web sites / services and to block malicious traffic.

B. Network Segmentation

RingCentral:

- i. Implements network segmentation between the corporate enterprise network and hosting facilities for Services.
- ii. Ensures separation between environments dedicated to development, staging, and production.
- iii. Restricts access between environments to authorized devices.
- iv. Controls configuration and management of network segregation and firewall rules through a formal request and approval process.

C. Network Vulnerability Scanning

RingCentral:

- i. Runs internal and external network vulnerability scans against information processing systems at least quarterly.
- ii. Evaluates findings based on (where applicable) CVSS score and assessment of impact, likelihood, and severity.
- iii. Remediates findings following industry standard timelines.

9. Operations Security

A. Asset Management

RingCentral:

- i. Maintains an accurate and current asset register covering hardware and software assets used for the delivery of services.
- ii. Maintains accountability of assets throughout their lifecycle.
- iii. Maintains processes to wipe or physically destroy physical assets prior to their disposal.

B. Configuration Management

RingCentral:

- i. Maintains baseline configurations of information systems and applications based on industry best practices including:
 - a. Removal of all vendor-provided passwords.
 - b. Remove/disable unused services and settings.
 - c. Anti-malware/endpoint protection as technically feasible.
- ii. Enforces security configuration settings for systems used in the provision of the Services.
- iii. Ensures that clocks of all information processing systems are synchronized to one of more reference time sources.

C. Malicious Code Protection

- i. To the extent practicable, RingCentral has endpoint protection in place, in the form of Endpoint Detection and Response (EDR) and/or antivirus software, installed and running on servers and workstations.
- ii. EDR alerts are monitored, and immediate action is taken to investigate and remediate any abnormal behavior.
- iii. Where used, antivirus software will be current and running to scan for and promptly remove or quarantine viruses and other malware on Windows servers and workstations.

D. Vulnerability, Security Patching

RingCentral:

- i. Monitors for publicly disclosed vulnerabilities and exposures for impact to Supplier's information systems and products.

- ii. Ensures quality assurance testing of patches prior to deployment.
- iii. Ensures that all findings resulting from network vulnerability scanning and relevant publicly disclosed vulnerabilities and exposures are remediated according to industry best practices, including CVSS score and assessment of impact, likelihood and severity and are remediated following industry standard timelines.

E. Logging and Monitoring

RingCentral shall ensure that:

- i. All systems, devices or applications associated with the access, processing, storage, communication and/or transmission of Protected Data, generate audit logs.
- ii. Access to Protected Data is logged.
- iii. Logs include sufficient detail that they can be used to detect significant unauthorized activity.
- iv. Logs are protected against unauthorized access, modification, and deletion.
- v. Logs are sent to a centralized location for aggregation and monitoring.

10. Software Development and Maintenance

A. Secure Development Lifecycle

RingCentral:

- i. Applies secure development lifecycle practices, including, during design, development, and test cycles.
- ii. Ensures that products are subject to security design review including threat considerations and data handling practices.
- iii. Ensures that Services are subject to a secure release review prior to promotion to production.

B. Security Testing

As part of the secure development lifecycle, RingCentral:

- i. Performs rigorous security testing, including, as technically feasible:
 - a. static code analysis.
 - b. source code peer reviews.
 - c. dynamic and interactive security testing.
 - d. security logic, or security "QA" testing.
- ii. Ensures that Internet-facing applications are subject to application security assessment reviews and testing to identify common security vulnerabilities as identified by industry-recognized organizations (e.g., OWASP Top 10 Vulnerabilities, CWE/SANS Top 25 vulnerabilities).
- iii. For all mobile applications (i.e. running on Android, Blackberry, iOS, Windows Phone) that collect, transmit or display Protected Data, conducts an application security assessment review to identify and remediate industry-recognized vulnerabilities specific to mobile applications.
- iv. Does NOT use Protected Data for testing.
- v. Makes all reasonable effort to identify and remediate software vulnerabilities prior to release.

C. Annual Penetration Testing

RingCentral:

- i. Engages qualified, independent third-party penetration testers to perform annual penetration test against its Products and environments where Protected Data is hosted.
- ii. Requires sub-processors to perform similar penetration testing against their systems, environments, and networks.
- iii. Ensures remediation of all findings in a commercially reasonable period of time.

D. Product Vulnerability Management

RingCentral:

- i. Uses commercially reasonable efforts to regularly identify software security vulnerabilities in RingCentral Services.
- ii. Provides relevant updates, upgrades, and bug fixes for known software security vulnerabilities, for any software provided or in which any Protected Data is processed.

- iii. Ensures that all findings resulting from internal and external testing are evaluated according to industry best practices, including CVSS score and assessment of impact, likelihood and severity and are remediated following industry standard timelines.

E. Open Source and Third-Party Software

RingCentral:

- i. Maintains an asset registry of all third-party software (TPS) and open-source software (OSS) incorporated into the Services.
- ii. Uses commercially reasonable efforts to ensure the secure development and security of open-source software and third-party software used by RingCentral.
- iii. Uses commercially reasonable efforts to evaluate, track and remediate vulnerabilities of open-source software (OSS) and other third-party libraries that are incorporated into the Services.

11. Data Handling

A. Data Classification

RingCentral maintains data classification standards including:

- i. Public data, data that is generally available or expected to be known to the public.
- ii. Confidential data, data that is not available to the general public.

Protected Data is classified as RingCentral Confidential Data.

B. Data Segregation

RingCentral:

- i. Ensures physical or logical segregation of Protected Data from other customers' data.
- ii. Ensures physical separation and access control to segregate Protected Data from RingCentral data.

C. Encryption of Data

RingCentral:

- i. Shall ensure encryption of Protected Data in electronic form in transit over all public wired networks (e.g., Internet) and all wireless networks (excluding communication over Public Switch Telephone Networks).
- ii. Excepting the Engage Communities feature of Engage Digital, shall ensure encryption of Protected Data in electronic form when stored at rest.
- iii. Uses industry standard encryption algorithms and key strengths to encrypt Protected Data in transit over all public wired networks (e.g., Internet) and all wireless networks.

D. Destruction of Data

RingCentral shall:

- i. Ensure the secure deletion of data when it is no longer required.
- ii. Ensure that electronic media that has been used in the delivery of Services to the Customer will be sanitized before disposal or repurposing, using a process that assures data deletion and prevents data from being reconstructed or read.
- iii. Destroy any equipment containing Protected Data that is damaged or non-functional.

12. Incident Response

RingCentral's incident response capability is designed to comply with statutory and regulatory obligations governing incident response. As such, RingCentral:

- A.** Maintains an incident response capability to respond to events potentially impacting the confidentiality, integrity and/or availability of Services and/or data including Protected Data.
- B.** Has a documented incident response plan based on industry best practices.
- C.** Has a process for evidence handling that safeguards the integrity of evidence collected to including allowing detection of unauthorized access to.
- D.** Will take appropriate steps and measures to comply with statutory and regulatory obligations governing incident response.

When RingCentral learns of or discovers a security event which impacts Protected Data, RingCentral will notify Customer without undue delay and will take commercially reasonable steps to isolate, mitigate, and/or remediate such event.

13. Business Continuity and Disaster Recovery

A. Business Continuity

RingCentral:

- i. Ensures that responsibilities for service continuity are clearly defined and documented and have been allocated to an individual with sufficient authority.
- ii. Has a business continuity plan (BCP) in place designed to provide ongoing provision of the Services to Customer.
- iii. Develops, implements, and maintains a business continuity management program to address the needs of the business and Services provided to the Customer. To that end, RingCentral completes a minimum level of business impact analysis, crisis management, business continuity, and disaster recovery planning.
- iv. Ensures that the scope of the BCP encompasses all relevant locations, personnel and information systems used to provide the Services.
- v. Ensure that its BCP includes, but is not limited to, elements such location workarounds, application workarounds, vendor workarounds, and staffing workarounds, exercised at minimum annually.
- vi. Reviews, updates, and tests the BCP at least annually.

B. Disaster Recovery

RingCentral:

- i. Maintains a disaster recovery plan, which includes, but is not limited to, infrastructure, technology, and system(s) details, recovery activities, and identifies the people/teams required for such recovery, exercised at least annually.
- ii. Ensures that the disaster recovery plan addresses actions that RingCentral will take in the event of an extended outage of service.
- iii. Ensures that its plans address the actions and resources required to provide for (i) the continuous operation of RingCentral, and (ii) in the event of an interruption, the recovery of the functions required to enable RingCentral to provide the Services, including required systems, hardware, software, resources, personnel, and data supporting these functions.



RingCentral Professional Services Statement of Work

This RingCentral Professional Services Statement of Work is executed by RingCentral, Inc (“**RingCentral**”), and **City of North Miami Beach** (the “**Customer**”) on this _____, ____ (the “**SOW**”). This SOW is incorporated into the Master Services Agreement dated _____, between the parties (the “**MSA**”). In the event of a conflict between this SOW and the MSA, this SOW shall control.

Customer:	City of North Miami Beach
Quote / SOW Number:	C2024-03517485
Labor Cost:	\$6,900.00 USD

SOW Expiration: This SOW, and all applicable pricing related to it, is valid if signed by Customer on or before August 31, 2024, after which pricing is subject to change, and revised SOW may be required. However, RingCentral may elect to provide the work at the applicable pricing after the expiration date listed above, should they execute this SOW.

Multiphase Project – Per Milestone

Milestones will be jointly agreed during the project plan creation.

	Scope of the Phase	Value	Completion Criteria
	RingCX Express Package <ul style="list-style-type: none"> • 40 concurrent users/up to 65 named users • 1 IVR • 10 Queues • 10 POCs • Basic Training Package 	\$6,900.00 (Plus all applicable taxes and expenses)	Completion of Professional Services described in this SOW

The following activities shall be performed as part of this Statement of Work and in accordance to the PS Agreement:

1. RingCX – Express Implementation

1.1. Assignment of a designated Project Manager (“PM”) – The RingCentral PM will act as Single Point of Contact for delivery services, following the Project Management Institute (PMI) standard methodology. The RingCentral Project Manager will be responsible for the following activities in connection with this Statement of Work (SOW):

- i. Internal and external kickoff session hosted by RingCentral



-
- ii. Creation and management of a project plan and schedule
 - iii. Completing resource assignment and scheduling in alignment with project schedule
 - iv. Set up of project documentation and timelines in collaboration with designated Customer Single Point of Contact
 - v. Identifying, communicating, and mitigating project risks and issues
 - vi. Alignment of scope of services with Customer expectations during kickoff
 - vii. Developing, reviewing, authorizing, implementing, and managing change requests and interventions (Perform Change Management) to achieve project outputs
 - viii. Performing closure procedures at the conclusion of project activities

1.2. Network Readiness Assessment

- i. RingCentral will provide the Customer with one (1) assessment of the Customer's primary Internet Service Provider (ISP) connection to and from RingCentral. This connection will be at the Customer's firewall (edge).
- ii. RingCentral's Network Engineer will provide the following:
 - a. RingCentral Network Requirements Documentation
 - b. Network probe installation guide
 - c. Assistance with network probe installation
 - d. Document and share results of network assessment for Customer reference
- iii. Site assessments not completed prior to Go-Live will result in the forfeiture of the assessment for this project
- iv. Additional network assessments or consultations are available to the Customer via an executed Change Order and will result in additional fees
 - a. This may include additional ISP links or sites.

1.3. Configuration of RingCentral MVP (MVP) Extensions

- i. Configuration of RingCentral MVP extensions for agent leg termination only in support of up to 65 agent stations;
 - a. Configuration is limited to MVP initialization for agent talk path only
- ii. Additional services for MVP configuration by RingCentral Professional Services are available via change request at an additional charge to support as requested
- iii. Self-paced training curriculum for administration of MVP is available to the Customer on RingCentral University as part of this SOW
 - a. Instructor led training required as part of this SOW is available to the Customer via executed change order at an additional charge

1.4. Implementation Detail - Voice

This remote stage will provide a build-out of the following features and applications as defined in the mutually executed design document

- i. Configuration of a single IVR with up to two (2) tiers
 - a. Configuration of up to five (5) options for tier one, and up to ten (10) options for tier 2
 - ii. Configuration of up to 65 total named agents
 - iii. Administration of up to five (5) customer admin accounts
-



- a. Configuration of additional admin accounts is available to the Customer via change request at an additional charge
- b. Admin users will also need an agent license / account to work as an agent or supervisor
- c. Admin accounts are solely for administrative work
- iv. Configuration of up to ten (10) inbound voice queues;
 - a. Configuration of audio recording
 - b. Addition of callback in queue to call
 - c. Addition of agent voicemail
 - d. Addition of Customer provided prompts, greetings, or messages to call handling flow in English
 - If Customer does not provide prompts, greetings, or messages during initial meeting, all prompts will default to native text to speech
- v. Administration and assignment of role profiles;
 - a. Administration of up to ten (10) disposition codes;
- vi. Administration of up to five (5) unavailable codes;
- vii. Administration of up to 10 inbound telephone numbers;
- viii. Administration and configuration of customer Hours of Operations (HOO);
 - a. Up to two (2) IVR HOO;
 - b. Up to two (2) queue HOO
- ix. Native reporting functionality for the Contact Center agents and supervisors
 - a. Custom report creation is not included in this proposal

1.5. Go-Live and Training Services

- i. Single instance of up to one (1) hour of remote go live support for Customer agents
- ii. Self-paced training via eLearning on RingCentral University
- iii. Access to a webinar that will provide an introduction and overview of RingCX.
- iv. Basic Package - Virtual Instructor-Led Training for the following courses:
 - RingCX Administrator – 2 hours
 - RingCX Supervisor – 1 hour
 - RingCX Agent – 1 hour
 - RingCX Analytics and Reporting – 1 hour

2. Customer Responsibilities – The Customer is responsible for aspects not specifically included in this Statement of Work. Out of scope items include:

- i. The customers LAN/WAN infrastructure;
- ii. Network minimum requirements for RingCentral as a Service model;
 - a. Quality of Service (QoS) configuration;
 - b. Firewall or Access Control List (ACL) configuration;
 - c. Power over Ethernet (POE) port activation / configuration;
- iii. User Acceptance Testing (UAT) (as documented in Testing section of the SOW);
 - a. Completing Customer journey mapping for UAT;
 - b. Providing resource(s) to complete training prior to start of UAT;
 - c. Providing resources to complete UAT in a timely manner;
 - d. Completion of thorough User Acceptance Testing (UAT) prior to go live;



-
- iv. Internal communications to the user population regarding changes and impact to include, but not limited to:
 - a. Timing communication for training, testing, go live;
 - b. Organizational updates and readiness;
 - c. Login / access updates;
 - d. Impact and change documentations, etc.
 - v. Tracking resource attendance and completion of all provided training session(s);
 - vi. Providing contact center data to RingCentral resources in a timely and accurate manner to achieve the project timeline;

3. Testing

3.1. Quality Assurance Testing

- i. RingCentral will perform quality assurance testing following final configuration of Contact Center prior to turning over the solution to the Customer to start User Acceptance Testing (UAT)

3.2. UAT Assumptions

- i. During UAT, the Customer will designate users to complete application testing in mock real-world scenarios to validate the RingCentral build matches the agreed signed Business Requirements Document (BRD)
 - a. UAT scenarios will be defined in the mutually agreed upon BRD and provided to the Customer
- ii. Customer resources participating in UAT must complete all pre-recorded online training sessions for agent, supervisor, and/or admin related to their job role prior to starting UAT
- iii. The outcome of all UAT scenarios are documented by the Customer in a written format and provided to RingCentral at completion of testing
 - a. Any variation in expected results (errors, flaws, failures, adjustments) are provided in writing to the RingCentral Project Manager for review and resolution
 - b. RingCentral will provide an expected variation resolution date and submit back to the Customer for additional testing
- iv. Upon completion of all UAT scenarios, the Customer will submit final written completion of testing to RingCentral prior to scheduling go live
- v. Any changes to configuration not included in the BRD will require a change order

3.3. UAT Requirements

- i. The Customer and RingCentral will enact a mutual software/code freeze prior to start of QA and UAT
 - ii. Customer shall perform UAT within five (5) business days of application handoff from RingCentral for any Deliverables, unless otherwise mutually agreed by the parties considering the nature or scope of the Deliverable in writing prior to start of testing
 - iii. Any Customer changes in software or code following written UAT completion resulting in new application behaviors may result in additional charges to the Customer via Change Order for troubleshooting and issue resolution
-



4. Hours of Operation - Standard Service Hours

- i. Unless otherwise specified, pricing assumes that Services will be performed between 8:00 AM to 5:00 PM local site time, Monday-Friday, excluding holidays ("Standard Service Hours")
- ii. Work requested and performed outside Standard Services Hours will be subject to overtime charges via executed Change Order

5. Customer's Telephone Number Porting

- i. The Customer is responsible for authorizing the telephone number porting by RingCentral
- ii. RingCentral shall provide guidance on porting data collection and shall assist with submission of a porting request for up to twenty (20) inbound numbers
- iii. Customer and RingCentral agree that RingCentral is not responsible for the portability of any individual number or group of numbers and the sign-off the Professional Services Project Completion Signoff Document shall not be withheld by Customer for delays in the porting of the numbers
- iv. Notwithstanding the above, the RingCentral Project Manager, upon Customer request, shall assist the Customer with this responsibility by performing the following tasks for a single migration / go live event:
 - a. The RingCentral Project Manager shall assist the Customer with the initial submission of port requests and shall assist in up to three (3) rejections/resubmission or ninety (90) days from submission, whichever occurs first
 - Any additional port rejections will be the responsibility of the Customer
 - Customer shall provide RingCentral all appropriate Letters of Authorization ("LOA"s), billing information, and authorized signer for each location
 - Porting submissions will include numbers mapped to correct route as "company" numbers or Direct Dial phone numbers
 - b. The RingCentral Project Manager shall assist the Customer with submitting porting requests up to ten (10) business days following the migration / go live event, unless otherwise mutually agreed between the parties
 - The RingCentral Project Manager will remain engaged in support of these porting requests for 30 days or three rejections, whichever comes first
 - RingCentral will provide the Customer with an overview of the RingCentral portal for porting tasks
 - Following the ten (10) day post go-live period, Customer is responsible for submitting all new requests within the RingCentral portal
 - Any additional support required after the ten (10) day period can be obtained via a Change Order
 - c. Porting outside of project follows RingCentral Numbering Policy
 - <https://www.ringcentral.com/legal/policies/numbering-policy.html>

- #### 6. Professional Services Completion
- This SOW identifies the specific criteria required for the completion of each Project Phase ("Completion Criteria"). Upon RingCentral's completion of the Professional Services for each Project Phase, RingCentral will review the Completion Criteria with Customer and will notify the Customer of the completion of each individual Professional Services Project Phase. Upon receipt of such notification, Professional Services under such Project Phase will be
-



considered completed in full and billable, in accordance with the terms of this SOW and the Master Services Agreement.

7. Payment

- i. Invoicing and Payment of Professional Services fees. All amounts due under this SOW for Professional Services will be invoiced upon completion of the work or each Project Phase identified in the Project Phasing Table. Payment shall be due in accordance with the applicable payment terms of the Master Services Agreement. T&M Services will be invoiced monthly in arrears.
- ii. Service Expenses. Customer agrees to reimburse RingCentral for its reasonable fixed travel, meal, and lodging expenses incurred in connection with any Site Visit ("Service Expenses"). Travel, meal, and lodging expenses will be invoiced upon completion of each Project Phase. Upon written request, RingCentral will provide sufficient supporting information for any Service Expenses invoiced.

8. Termination

- i. Termination. Either Party may terminate this SOW, in whole or in part, with thirty (30) days' advance written notice to the other Party. Unless otherwise specified in the termination notice, the termination of one Project Phase will not result in the termination of, or otherwise affect, the rest of the SOW or any other Project Phase. No termination of any SOW, in whole or part, will result in the termination of any Services being provided under the MSA.
- ii. Effect of Termination. If this SOW, or a Project Phase, is terminated, in whole or in part, for any reason other than for RingCentral's material breach of this SOW, Customer will be obligated to pay RingCentral for:
 - a. any Professional Services and T&M Services that have been rendered up until the effective date of the termination
 - b. all applicable Service Expenses incurred; and
 - c. (50%) of the fees for any other Professional Services not yet performed, due under the Project Phase(s) being cancelled, if termination of the SOW or a Project Phase occurs within one hundred and eighty (180) days of execution of the SOW. If termination occurs after one hundred and eighty (180) days of execution of the SOW, Customer will owe all outstanding fees for any Professional Services not yet performed pursuant to the SOW, due under the Project Phase being cancelled.

9. Delays and Changes

- i. Changes to this SOW shall be made only in a mutually executed written change order between RingCentral and Customer (a "**Change Order**,") per the sample attached, outlining the requested change and the effect of such change on the Services, including without limitation the fees and the timeline as determined by mutual agreement of both parties
- ii. Any delays in the performance of consulting services or delivery of deliverables caused by Customer, including without limitation delays in completing and returning Customer documentation required during the P&D or completing the BRD, may result in an adjustment of project timeline and additional fees



- iii. Any changes or additions to the services described in this SOW shall be requested by a Change Order and may result in additional fees

10. Project Phasing

- i. The Professional Services may be delivered in one or more phases as set forth in this SOW
- ii. This SOW describes the milestones, objectives, Deliverables, Sites, fees and other components that are included in the scope of each phase ("Project Phases")
- iii. Customer agrees that the delivery, installation, testing, completion and payment for the Professional Services rendered under any one Project Phase is not dependent on the delivery, installation, testing, acceptance and payment for the Professional Services under any other Project Phase
- iv. Each Project Phase will be billed upon notification of phase completion, and Payment for each Project Phase is due in full within the applicable payment period agreed between the parties and is non-refundable

IN WITNESS WHEREOF, the Parties have executed this RingCentral Professional Services Statement of Work for Implementation Services below through their duly authorized representatives.

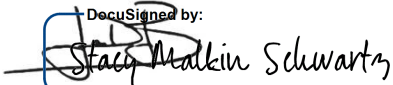
Customer

RingCentral

City of North Miami Beach

RingCentral, Inc

By: _____

By:  _____

Name: _____

Name: **Jacob M. Schwartz**

Title: _____

Title: **SVP, Field Sales, U.S. Public Sector and Education**

Date: _____

Date: **7/9/2024**





Appendix A

RingCentral Professional Services

Change Order Form for Implementation Services

This Change Order to the Statement of Work is subject to the Professional Services Agreement (the “**PS Agreement**”) by and between Customer and RingCentral with the Effective Date listed below, establishes a change to the project scope or budget. By executing this Change Order, the parties agree to be bound by the terms and conditions set out in the PS Agreement with respect to the Services to be performed under the PS Agreement and Statement of Work (“**SOW**”) indicated below as modified by this Change Request. Changes with no cost impact can be authorized with email, cost impacting changes require an executed signature.

Effective Date of PS Agreement:		Effective Date of SOW:	
Project Name:	Request Date:	PO Number:	Quote Number:
Customer Name:	Requested By:	Requestor Phone:	Requestor email:
Customer Address:			
<i>DESCRIPTION OF CHANGE</i>			
1. [Provide a description of the change]			1: \$X
CHANGE DETAILS			
Change Item or Deliverable:			



Change From:	
Change To:	
Reason/Justification for Change:	
Impact to Schedule:	
Impact to Project Cost:	
Assumptions / Constraints / Dependencies:	
Risks:	
Test Plan:	
Backout Plan:	
Change Window:	

BY SIGNING BELOW, the Parties have each caused this Change Order to be signed and delivered by its duly authorized representative as of the date Customer signs below (the **“Effective Date”**).

Customer

RingCentral

RingCentral, Inc

By: _____

By: _____

Name: Sample Only _____

Name: Sample Only _____

Title: _____

Title: _____

Date: _____

Date: _____



**Consent Agenda
9.8.**

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

MEMORANDUM

TO:	Mayor and City Commission
FROM:	Sam Zamacona, Public Works Director
VIA:	Mario A. Diaz, City Manager
DATE:	October 15, 2024

RE: Resolution No. R2024-112 To Approve Recommendation of Award ITB-24-011-AS Pest & Rodent Control Services (Sam Zamacona, Public Works Director)

Description

In an effort to provide excellent municipal services, in a financially responsible manner, and consistent with our Strategic Plan, The City of North Miami Beach issued ITB-24-011-AS PEST & RODENT CONTROL SERVICES, seeking bids from qualified, experienced, and licensed bidders to provide Pest & Rodent Control Services as specified in the scope of work contained in solicitation.

**BACKGROUND
ANALYSIS:**

Solicitation was posted on the City's website and Bid Sync, with electronic notification sent to over 3,554 suppliers. On May 21, 2024, the City received four (4) bids. The Bids were from: Northwest Exterminating; Tower Pest Control Inc; On Brand Pest Management; Southern Service Solutions. After evaluation City of North Miami Beach Facilities Department and Procurement Management Department recommend the approval of Northwest Exterminating as primary vendor and Tower Pest Control as secondary vendor.

RECOMMENDATION: The Public Works Director and Chief Procurement Officer recommend the City Commission to approve and authorize the City Manager to award and execute a contract ITB-24-011-AS Pest and Rodent Control Services with Northwest Exterminating as Primary vendor and Tower Pest Control as secondary vendor in an estimated annual amount of \$55,000 for primary

vendor and an additional \$35,000 for secondary if primary vendor not able to perform the required services. Total annual budgeted amount would be \$90,000 for Pest & Rodent Control Services.

FISCAL/ BUDGETARY

IMPACT: As approved in the adopted budget appropriation.

ATTACHMENTS:

Description

- Exhibit A- Pest control
- Resolution

**Bid Tabulation Packet
for
Solicitation ITB-24-011-AS**

PEST & RODENT CONTROL SERVICES

Bid Designation: Public



City of North Miami Beach

Bid #ITB-24-011-AS - PEST & RODENT CONTROL SERVICES

Creation Date **Mar 5, 2024**

End Date **May 21, 2024 2:00:00 PM EDT**

Start Date **Apr 29, 2024 5:58:56 PM EDT**

Awarded Date **Not Yet Awarded**

ITB-24-011-AS-01-01 Pest Control Service - City Locations					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Northwest Exterminating	First Offer - \$0.003	1 / square foot	\$0.003		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		
Tower Pest Control [Ad]	First Offer - \$0.0031	1 / square foot	\$0.0031	Y	Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		
On Brand Pest Management	First Offer - \$384.00	1 / square foot	\$384.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		
Southern Service Solutions LLC	First Offer - \$750.00	1 / square foot	\$750.00	Y	Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

ITB-24-011-AS-01-02 Pest Control Service - City Vehicles					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Southern Service Solutions LLC	First Offer - \$12.00	1 / each	\$12.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		
On Brand Pest Management	First Offer - \$14.00	1 / each	\$14.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		
Northwest Exterminating	First Offer - \$15.00	1 / each	\$15.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		
Tower Pest Control [Ad]	First Offer - \$30.00	1 / each	\$30.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

ITB-24-011-AS-01-03 Rodent Trapping - Interior					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
On Brand Pest Management	First Offer - \$2.00	1 / flat rate per event	\$2.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		
Northwest Exterminating	First Offer - \$6.00	1 / flat rate per event	\$6.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		
Tower Pest Control [Ad]	First Offer - \$20.00	1 / flat rate per event	\$20.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		
Southern Service Solutions LLC	First Offer - \$35.00	1 / flat rate per event	\$35.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		



ITB-24-011-AS-01-04 Rodent Bait Station setup - Exterior					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs

Northwest Exterminating	First Offer - \$10.00	1 / each	\$10.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
Tower Pest Control [Ad]	First Offer - \$25.00	1 / each	\$25.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
On Brand Pest Management	First Offer - \$25.00	1 / each	\$25.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
Southern Service Solutions LLC	First Offer - \$75.00	1 / each	\$75.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

ITB-24-011-AS--01-05 Rodent Bait Station Monthly Maintenance					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Tower Pest Control [Ad]	First Offer - \$3.00	1 / each	\$3.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
Northwest Exterminating	First Offer - \$4.00	1 / each	\$4.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
Southern Service Solutions LLC	First Offer - \$12.00	1 / each	\$12.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
On Brand Pest Management	First Offer - \$25.00	1 / each	\$25.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

Supplier Totals

f Northwest Exterminating		\$35.003 (5/5 items)	
Bid Contact	David Cogan dcogan@callnorthwest.com Ph 305-613-8562	Address	1779 NW 79 Ave MIAMI, FL 33126
Bid Notes	price is \$.003 per saques footfor pest control.		
	Total Square footage is 312,500=\$937.50 per month		
Agency Notes:	Supplier Notes:	Head Attch:	
	price is \$.003 per saques footfor pest control.		
	Total Square footage is 312,500=\$937.50 per month		
f Tower Pest Control [Ad]		\$78.0031 (5/5 items)	
Bid Contact	Jessica Torre jessica@towerpestcontrolmiami.com Ph 305-821-3888	Address	7760 W 20 Avenue Bay 14 Hialeah, FL 33016
Agency Notes:	Supplier Notes:	Head Attch:	
			
f On Brand Pest Management		\$450.00 (5/5 items)	
Bid Contact	Eric Gray egrays@onbrandpestmanagement.com Ph 954-213-8603	Address	7900 OAK LANE SUITE 400 MIAMI LAKES, FL 33016

Agency Notes:	Supplier Notes:	Head Attch: 
f Southern Service Solutions LLC	\$884.00 (5/5 items)	
Bid Contact Jesus Martinez southernservicesolutions@gmail.com Ph 786-291-0992	Address 16278 SW 97 Ter Miami, FL 33196	
Agency Notes:	Supplier Notes:	Head Attch: 

**

Northwest Exterminating

Bid Contact **David Cogan**

dcogan@callnorthwest.com

Ph 305-613-8562

Address **1779 NW 79 Ave**

MIAMI, FL 33126

Bid Notes **price is \$.003 per saques footfor pest control.**

Total Square footage is 312,500=\$937.50 per month

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
ITB-24-011-AS--01-01	Pest Control Service - City Locations	Supplier Product Code:	First Offer - \$0.003	1 / square foot	\$0.003 Y
ITB-24-011-AS--01-02	Pest Control Service - City Vehicles	Supplier Product Code:	First Offer - \$15.00	1 / each	\$15.00 Y
ITB-24-011-AS--01-03	Rodent Trapping - Interior	Supplier Product Code:	First Offer - \$6.00	1 / flat rate per event	\$6.00 Y
ITB-24-011-AS--01-04	Rodent Bait Station setup - Exterior	Supplier Product Code:	First Offer - \$10.00	1 / each	\$10.00 Y
ITB-24-011-AS--01-05	Rodent Bait Station Monthly Maintenance	Supplier Product Code:	First Offer - \$4.00	1 / each	\$4.00 Y
Supplier Total					\$35.003

Tower Pest Control

Bid Contact **Jessica Torre**
jessica@towerpestcontrolmiami.com
Ph 305-821-3888

Address **7760 W 20 Avenue**
Bay 14
Hialeah, FL 33016

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
ITB-24-011-AS--01-01	Pest Control Service - City Locations	Supplier Product Code:	First Offer - \$0.0031	1 / square foot	\$0.0031 Y Y
ITB-24-011-AS--01-02	Pest Control Service - City Vehicles	Supplier Product Code:	First Offer - \$30.00	1 / each	\$30.00 Y
ITB-24-011-AS--01-03	Rodent Trapping - Interior	Supplier Product Code:	First Offer - \$20.00	1 / flat rate per event	\$20.00 Y
ITB-24-011-AS--01-04	Rodent Bait Station setup - Exterior	Supplier Product Code:	First Offer - \$25.00	1 / each	\$25.00 Y
ITB-24-011-AS--01-05	Rodent Bait Station Monthly Maintenance	Supplier Product Code:	First Offer - \$3.00	1 / each	\$3.00 Y

Supplier Total **\$78.0031**

Tower Pest Control

Item: **Pest Control Service - City Locations**

Attachments

CNMB Insurance.pdf

Pest Control Licenses 2024.pdf

Occupational License.pdf

Sunbiz Report.pdf

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 INVITATION TO BID NO. ITB-24-011-AS PEST & RODENT CONTROL SERVICES WITH TWO LOWEST RESPONSIVE AND RESPONSIBLE BIDDERS: NORTHWEST EXTERMINATING CO., LLC AND TOWER PEST CONTROL, INC. AS PRIMARY AND SECONDARY VENDORS RESPECTIVELY, AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE AN AGREEMENT WITH BOTH THE PRIMARY AND SECONDARY VENDORS IN AN ESTIMATED ANNUAL BUDGETED AMOUNT OF \$90,000.00; 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, the City issued an Invitation to Bid No. ITB-24-011-AS (“ITB”) for “*PEST & RODENT CONTROL SERVICES*”; and solicitation was posted on the City’s website and BidSync, with electronic notification sent to over 3,554 suppliers. On May 21, 2024, the City received four (4) bids from Northwest Exterminating Services, Tower Pest Control, One Brand Management and Southern Services Solutions; and

WHEREAS, the City’s Facilities and Procurement Management Departments upon review and evaluation determined North West Exterminating Co., LLC and Tower Pest Control, Inc. to be lowest responsive and responsible bidders; 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 Chief Procurement Officer recommend that the City Commission approve and authorize the City Manager or designee to award the ITB and execute a contract with North West Exterminating Co., LLC as Primary vendor and Tower Pest Control, Inc. as Secondary vendor in an estimated annual budgeted amount of \$90,000.00 collectively; and

WHEREAS the Mayor and City Commission believe it is in the best interests of the City to authorize the City Manager to award the ITB-24-011-AS Pest and Rodent Control Services and execute a contract with Northwest Exterminating Co., LLC as Primary vendor and Tower Pest Control, Inc. as Secondary vendor, in an estimated annual budgeted amount of \$90,000.00.

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.

RESOLUTION NO. R2024-XX

Section 2. The Mayor and City Commission accept the recommendation of the City Manager and City staff and award ITB-24-011-AS Pest and Rodent Control Services and execute a contract with Northwest Exterminating Co., LLC as Primary vendor and Tower Pest Control, Inc. as Secondary vendor in an estimated annual budgeted amount of \$90,000.00, 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 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 **15th day of October 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
JOSEPH S. GELLER

Sponsored by: Mayor & Commission

RESOLUTION NO. R2024-XX



**Consent Agenda
9.9.**

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

MEMORANDUM

TO:	Mayor and City Commission
FROM:	Sam Zamacona, Public Works Director
VIA:	City Manager Mario Diaz
DATE:	October 15, 2024

RE: Resolution No. R2024-113 To Approve a Piggyback Contract with Good Year Tire & Rubber Company for the Purchase of Tires, Tubes, and Services (Sam Zamacona, Public Works Director)

Description

**BACKGROUND
ANALYSIS:**

City of North Miami Beach Fleet Department utilize the services of The Good Year Tire and Rubber Company to purchase Tires, Tubes and Services through Florida Department of Management Services Piggyback Contract- 25172500-24-ACS for three years term effective July 1, 2024, through June 30, 2027, with option to renew for 3 additional 1 year through June 30, 2030.

RECOMMENDATION: Public Works Director & Chief Procurement Officer recommend the City Commission to approve and authorize the City Manager or designee to execute a piggyback contract with The Goodyear Tire and Rubber Company to purchase Tires, Tubes and Services in an estimated annual amount of \$370,000.

**FISCAL/ BUDGETARY
IMPACT:**

As approved in the adopted budget appropriation.

ATTACHMENTS:

Description

☐ Resolution

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 GOODYEAR TIRE & RUBBER COMPANY FOR THE PURCHASE OF TIRES, TUBES AND SERVICES, IN AN ESTIMATED ANNUAL BUDGETED AMOUNT OF \$370,000.00; 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; and

WHEREAS, The State of Florida Department of Management Services awarded contract 251722500-24-ACS Tires, Tubes, and Services to The Goodyear Tire & Rubber Company for a three (3) year term effective July 1, 2024 through June 30, 2027, with a three year option to renew through June 30, 2030; and

WHEREAS, the City’s Fleet Department is responsible for safety and maintenance of City vehicles, tires, tubes and related services are purchased on routine basis. Fleet will continue daily routine maintenance through the contract in an annual estimated budgeted amount of \$370,000.00; 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 (\$50,000.00), 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 to approve a Piggyback Contract in an estimated annual budgeted amount of \$370,000.00 for purchase of Tires, Tubes and Service with The Goodyear Tire & Rubber Company; and

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 \$370,000.00 for the purchase of Tires, Tubes and Service with The Goodyear Tire & Rubber Company; and

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

RESOLUTION NO. 2024-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 with Goodyear Tire & Rubber Company Tires, in substantially the form as Exhibit “A” for an estimated annual budgeted amount of \$370,000.00 for the purchase tires, tubes and 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 INTENTIONALLY LEFT BLANK]

APPROVED AND ADOPTED by the City of North Miami Beach City Commission at the regular meeting assembled this **15th day of October 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
JOSEPH S. GELLER

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: _____

Department Director: _____

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: _____
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):



**Alternate Contract Source (ACS)
No. 25172500-24-ACS
For
Tires, Tubes, and Services**

This Alternate Contract Source No. 25172500-24-ACS Tires, Tubes, and Services (Contract), is between the Department of Management Services (Department), an agency of the State of Florida (State), located at 4050 Esplanade Way, Tallahassee, FL 32399 and The Goodyear Tire & Rubber Company (Contractor), located at 200 Innovation Way, Akron, OH 44316 collectively referred to herein as the "Parties."

WHEREAS, the Department is authorized by section 287.042(16), Florida Statutes:

To evaluate contracts let by the Federal Government, another state, or a political subdivision for the provision of commodities and contract services, and, if it is determined by the Secretary of Management Services in writing to be cost-effective and the best value to the state, to enter into a written agreement authorizing an agency to make purchases under such contract;

WHEREAS, the State of Iowa, acting by and through the National Association of State Procurement Officials (NASPO) ValuePoint, competitively procured tires, tubes, and services and executed 24155, Tires, Tubes, and Services (Master Contract), with the Contractor;

WHEREAS, the Secretary evaluated the Master Contract and determined that use of the Master Contract is cost-effective and the best value to the state.

NOW THEREFORE, in consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Term and Effective Date.

The Master Contract becomes effective July 1, 2024 and its term currently ends on June 30, 2027. The Master Contract has three years of renewals available. The Contract will become effective on July 1, 2024 or on the date signed by all Parties, whichever is later. The Contract will expire on June 30, 2027 unless terminated earlier or renewed in accordance with Exhibit A, Additional Special Contract Conditions.

2. Order of Precedence.

This Contract document and the attached exhibits constitute the Contract and the entire understanding of the Parties. Exhibits A, B, and C, and this Contract document constitute the Participating Addendum to the Master Contract and modify or supplement the terms and conditions of the Master Contract. All exhibits listed below are incorporated by reference into,

**Alternate Contract Source (ACS)
No. 25172500-24-ACS
For
Tires, Tubes, and Services**

and form part of, this Contract. In the event of a conflict, the following order of precedence shall apply:

- a) This Contract document
- b) Exhibit A: Additional Special Contract Conditions
- c) Exhibit B: Special Contract Conditions
- d) Exhibit C: [Price Sheet](#)
- e) Exhibit D: Preferred Pricing Affidavit
- f) Exhibit E: [Master Contract](#)

Where the laws and regulations of a state other than the State of Florida are cited or referenced in the Master Contract, such citation or reference shall be replaced by the comparable Florida law or regulation.

3. Purchases off this Contract.

Upon execution of this Contract, agencies, as defined in section 287.012, Florida Statutes, may purchase products and services under this Contract. Any entity making a purchase off of this Contract acknowledges and agrees to be bound by the terms and conditions of this Contract. The Contractor shall adhere to the terms included in any contract or purchase orders issued pursuant to this Contract.

4. Primary Contacts.

Department's Contract Manager:

Christopher McMullen
Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360
Tallahassee, Florida 32399-0950
Telephone: (850) 922-9867
Email: Christopher.mcmullen@dms.fl.gov

Contractor's Contract Manager:

Kenny Miller
The Goodyear Tire & Rubber Company
200 Innovation Way
Akron, OH 44316
Telephone: (330) 796-4352
Email: Kenneth_miller@goodyear.com

**Alternate Contract Source (ACS)
No. 25172500-24-ACS
For
Tires, Tubes, and Services**

5. Modifications.

Any amendments to this Contract must be in writing and signed by the Parties. If amendments are made to the Master Contract after the effective date of this Contract, the Contractor shall: 1) notify the Department of such amendments; and 2) provided the Department is amenable to incorporating the amendments into this Contract, enter into a written amendment with the Department reflecting the addition of such amendments to this Contract.

IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized undersigned officials.

**THE GOODYEAR TIRE &
RUBBER COMPANY**

DocuSigned by:
Ryan Waldron

630748821ED340E...
Ryan Waldron, Vice President
6/12/2024 | 1:43 PM EDT

Date:

DEPARTMENT OF MANAGEMENT SERVICES

DocuSigned by:
Pedro Allende

C94713929499485...
Pedro Allende, Secretary
6/12/2024 | 3:36 PM EDT

Date:



**Consent Agenda
9.10.**

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

MEMORANDUM

TO:	Mayor and City Commission
FROM:	City Manager Mario Diaz
VIA:	Edward Ng, Interim Community Development Director
DATE:	October 15, 2024

RE: Resolution No. R2024-114 To Approve Florida International University North Campus/Biscayne - North Miami Beach Transit-Overlay District Master Plan Grant (Edward Ng, AICP, Interim Community Development Director)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY

IMPACT:

ATTACHMENTS:

Description

- Memo
- Resolution
- Award Letter
- Interlocal Agreement



City of North Miami Beach, Florida

Office of the City Manager

TO: Honorable Mayor and City Commission

FROM: Frandley DeFilie, Ed.D., Senior Management Analyst *fd*

VIA: Mario Diaz, City Manager
Edward Ng, Interim Community Development Director

DATE: 10/4/2024

SUBJECT: FIU North Campus/Biscayne – North Miami Beach TOD Master Plan

Background Analysis

The Miami-Dade Transportation Planning Organization (TPO) has awarded the City of North Miami Beach up to \$100,000.00 for the FIU North Campus/Biscayne – North Miami Beach TOD Master Plan. This plan will establish a new vision, transportation grid, and land use regulations aimed at encouraging investment in a Transit-Oriented Development (TOD) district, in accordance with the Municipal Grant section of the Unified Planning Work Program (UPWP).

Recommendation:

It is recommended that the Mayor and City Commission approve and accept the Municipal Grant to support the creation of the FIU North Campus/Biscayne – North Miami Beach TOD Master Plan.

Fiscal/Budgetary Impact

The grant provides up to \$100,000.00, with a \$45,000.00 match from the City of North Miami Beach.

RESOLUTION NO. 2024-XX

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE ACCEPTANCE OF THE MIAMI-DADE TRANSPORTATION PLANNING ORGANIZATION (MIAMI-DADE TPO) MUNICIPAL GRANT ADMINISTERED BY MIAMI-DADE TPO; 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 recognizes the importance of planning for future opportunities through study and review of existing regulations to adapt to changing conditions; and

WHEREAS, the City previously planned for a commuter rail station to be located at the intersection of NE 163rd Street and Biscayne Boulevard, inclusive of land use and zoning actions; and

WHEREAS, the Miami-Dade TPO SMART Plan for the Northeast Corridor, under which the original station area was contemplated, has been modified to move the location for the future station to the vicinity of the intersection of NE 151st Street and Biscayne Boulevard; and

WHEREAS, the Miami-Dade TPO Municipal Grant is a competitive grant program designed to provide funding for planning technical assistance to local Miami-Dade and Monroe County governments; and

WHEREAS, the Miami-Dade TPO is recommending up to \$100,000.00, with a \$45,000.00 match from the City of North Miami Beach, to conduct a station area study (“FIU North Campus/Biscayne - North Miami Beach TOD Master Plan”) that will create a new vision, transportation grid, and land use regulations aligned towards investment in a Transit Oriented Development district; and

WHEREAS, the City Manager and the Interim Community Development Director recommend that the City Commission approve and accept the Municipal Grant for the purposes of creating the FIU North Campus/Biscayne - North Miami Beach TOD Master Plan; and

WHEREAS, the Mayor and City Commission determine it is in the best interests of the City to approve and accept the Municipal Grant to create the FIU North Campus/Biscayne - North Miami Beach TOD Master Plan for the future station area located in the vicinity of NW 151st Street and Biscayne Boulevard;

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

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

RESOLUTION NO. 2024-XX

Section 2. The Municipal Grant award administered by the Miami-Dade Transportation Planning Organization for technical assistance for FIU North Campus/Biscayne - North Miami Beach TOD Master Plan, attached as Exhibit A, 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.

APPROVED AND ADOPTED by the City of North Miami Beach City Commission at the regular meeting assembled this **15th day of October, 2024.**

[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

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



Miami-Dade Transportation Planning Organization

150 West Flagler Street, Suite 1900
Miami, Florida 33130

July 22, 2024

Honorable Evan S. Piper, Mayor
City of North Miami Beach
17011 NE 19th Avenue
N Miami Beach, FL 33162

Chairman
Esteban Bovo, Jr.

Vice Chairman
Oliver G. Gilbert III

Members
Roberto J. Alonso
Marleine Bastien
Juan Carlos Bermudez
Kevin Marino Cabrera
Danielle Cohen Higgins
Alix Desulme
Eric Diaz-Padron
Christi Fraga
René Garcia
Roberto Gonzalez
Keon Hardemon
Rodney Harris
Eileen Higgins
Steven D. Losner
Kionne L. McGhee
Rodolfo Pages
Raquel A. Regalado
Anthony Rodriguez
Micky Steinberg
David Suarez
Francis Suarez

SUBJECT: FY 2025 Municipal Grant Program Award

Dear Mayor Piper:

The Miami-Dade Transportation Planning Organization (TPO) Governing Board, is recommending an award to the City of North Miami Beach (City) of up to \$100,000.00 for the FIU North Campus/Biscayne - North Miami Beach TOD Master Plan in accordance with the Municipal Grant Program section of the Unified Planning Work Program.

The next step in the process is the execution of an Interlocal Agreement (ILA) between the TPO and the City and a draft of the ILA is attached for your review. To complete the ILA, the City must first submit a Scope of Services, Project Schedule, Project Cost (which reflects the local match requirement), and E-Verify. Please provide these documents and a signed "Condition of Award" form (attached) to Ms. Jessica J. Lopez, by September 30, 2024. These documents will be incorporated into the final ILA, which will be returned to the City for signature. A Notice-to-Proceed letter will be provided to the City once the ILA is fully executed by both parties. Please note that no work shall commence on the FIU North Campus/Biscayne - North Miami Beach TOD Master Plan until the ILA and receipt of the Notice-to-Proceed letter are finalized.

Thank you for participating in the Municipal Grant Program. We look forward to working with Mr. Mario A. Diaz, City Manager, and his staff in producing this important transportation-related product. Should you have any questions, or require additional information, please do not hesitate to contact me at 305-375-4507.

Sincerely,

Aileen Bouclé, AICP
Executive Director

Executive Director
Aileen Bouclé, AICP

- c. Mario A. Diaz, City Manager, City of North Miami Beach
Maria Teresita Vilches-Landa, P.E, Miami-Dade TPO
Franchesca Taylor, AICP, Miami-Dade TPO
Jessica J. Lopez, Miami-Dade TPO

Attachments

INTERLOCAL AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2024, by and between the Miami-Dade Transportation Planning Organization (“TPO”), hereinafter called the TPO and the ***City of North Miami Beach***, a municipal corporation of the State of Florida (“City”). The City and the TPO may each be referred to individually as a “Party” and may collectively be referred to as the “Parties.”

The TPO and the ***City of North Miami Beach*** have determined to jointly fund the **FIU North Campus/Biscayne - North Miami Beach TOD Master Plan** and the ***City of North Miami Beach*** has determined to provide the services for such study and its share of the costs thereof as provided below.

WITNESSETH:

ARTICLE 1.00: The TPO does hereby retain the ***City of North Miami Beach*** to provide the services for the **FIU North Campus/Biscayne - North Miami Beach TOD Master Plan**, which services are described in Exhibit "A": "Scope of Services", and Exhibit "B": "Project Schedule". The parties further agree that the project costs are provided in Exhibit "C": "Project Cost." The E-Verify Certification provided in Exhibit “D” must be signed by the recipient. In addition, Exhibit “E”: “Title VI Quarterly Progress Report” must be filled out and transmitted to the TPO on a quarterly basis concurrently with the Unified Planning Work Program schedule. The referenced exhibits are attached hereto and made part hereof as though fully recited herein. **Article 16.00** governs each party’s obligations for its portion of the Project Cost.

ARTICLE 2.00: The TPO and the ***City of North Miami Beach*** mutually agree to furnish, each to the other, the respective services, information, and items as described in Exhibit "A" Scope of Services, Exhibit "B" Tentative Project Schedule, Exhibit "C" Project Cost and Exhibit “D” E-Verify Certification. The TPO agrees to furnish the ***City of North Miami Beach*** and its duly designated representatives’ information including, but not limited to, existing data and projects related to the study area which may be available in other governmental offices. The ***City of North Miami Beach*** agrees to perform or cause to be performed, in a timely and professional manner, the work elements

set forth in the above-enumerated Exhibits, in accordance with the Schedule set forth in Exhibit "B".

Before initiating the work described in Exhibits "A", "B" and "C", the TPO Executive Director or her designee shall execute and issue the ***City of North Miami Beach*** a Notice-to-Proceed with the work described in said Exhibits, such work to constitute performance of the ***FIU North Campus/Biscayne - North Miami Beach TOD Master Plan*** as set forth in said Exhibits.

ARTICLE 3.00: The services to be rendered by the ***City of North Miami Beach*** shall be commenced subsequent to the execution and issuance of the Notice-to-Proceed and shall be completed within ***Fifteen (15) months*** from the date of execution and issuance of the Notice-to-Proceed.

ARTICLE 4.00: The ***City of North Miami Beach*** agrees to provide Project Schedule progress reports on a quarterly basis and in a format acceptable to the TPO Executive Director. The TPO Executive Director shall be entitled at all reasonable times to be advised, upon written request, as to the status of work being done by the ***City of North Miami Beach*** and of the details thereof. Coordination shall be maintained by the ***City of North Miami Beach*** with the TPO Project Manager and other representatives. Either parties to the agreement may request in writing and be granted a conference. The parties also agree to establish a Study Advisory Group comprised of stakeholders and led by the TPO's and City of North Miami Beach's respective Project Managers.

ARTICLE 5.00: In the event there are delays on the part of the TPO as to the approval of any of the materials submitted by the ***City of North Miami Beach*** or if there are delays occasioned by circumstances beyond the control of the ***City of North Miami Beach*** which delay the Project Schedule completion date, the TPO Executive Director or her designee shall grant the ***City of North Miami Beach*** by a letter an extension of the contract time, equal to the aforementioned delays, provided there are no changes in compensation or scope of work.

It shall be the responsibility of the ***City of North Miami Beach*** to ensure at all times that sufficient contract time remains within which to complete services on the project and each major Task Group as designated with roman numerals on the Exhibits. In the event there have been delays which would affect the project completion date or the completion date of any major Task Group, the ***City of North Miami Beach*** shall submit a written request to the TPO Executive Director or her designee ***twenty***

(20) days prior to the schedule completion date which identifies the reason(s) for the delay and the amount of time related to each reason. The TPO Executive Director or her designee will review the request and make a determination as to granting all or part of the requested extension. Scheduled completion dates shall be determined by the elapsed times shown in Exhibit "B" and the issue date of the Notice-to-Proceed.

In the event contract time expires and the *City of North Miami Beach* has not requested, or if the TPO Executive Director or her designee has denied an extension of the completion date, partial progress payments will be stopped on the date time expires. No further payment for the project will be made until a time extension is granted or all work has been completed and accepted by the TPO Executive Director or her designee.

SUB-ARTICLE 5.10: The failure of any party to comply with its obligations hereunder shall be excused to the extent such party's performance has been rendered impossible as a result of: an act of God, strike, labor dispute, war, fire, earthquake, epidemic, pandemic, riots, act of public enemies, acts or threats of terrorism, action of federal, state or local governmental authorities or for any other reason beyond the reasonable control of the party claiming protection by reason of such force majeure event ("Force Majeure Event"). The party claiming protection by reason of such Force Majeure Event shall give written notice to the other party as soon as practicable but no later than five (5) business days after the date the Force Majeure Event occurred.

ARTICLE 6.00: The *City of North Miami Beach* shall maintain an adequate and competent professional staff and may associate with it, for the purpose of its services hereunder, without additional cost to the TPO, other than those costs negotiated within the limits and terms of this Agreement and upon approval by the TPO Executive Director, such specialists as the *City of North Miami Beach* may consider necessary.

ARTICLE 7.00: The TPO shall not be liable for use by the *City of North Miami Beach* of plans, documents, studies or other data for any purpose other than intended by the terms of this Agreement.

ARTICLE 8.00: All tracings, plans, specifications, maps, and/or reports prepared or obtained under this Agreement shall be considered research and shall be jointly owned by the TPO and the City

without restriction or limitation on their use; and shall be made available, upon request, by either party at any time. Copies of these documents and records shall be furnished to either party upon request, verbal or written, allowing reasonable time for the production of such copies.

SUB-ARTICLE 8.10: Records of costs incurred by the ***City of North Miami Beach*** and all sub-consultants performing work on the project, and all other records of the ***City of North Miami Beach*** and sub-consultants considered necessary by the TPO for proper audit of project costs, shall be furnished to the TPO upon request.

Whenever travel costs are included in the performance of services set forth in Exhibits "A", "B" and "C", the provisions of Miami-Dade County Administrative Order 6-1, shall govern ***or Florida Statutes, whichever is more restrictive.***

The ***City of North Miami Beach*** shall allow public access to all documents, papers, letters, or other material, subject to the provisions of Chapter 119, Florida Statutes, made or received by the ***City of North Miami Beach*** in conjunction with this Agreement. Failure by the ***City of North Miami Beach*** to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the TPO Executive Director.

ARTICLE 9.00: Title VI Compliance (Civil Rights Act of 1964) - During the performance of this agreement, the ***City of North Miami Beach***, for itself, its assignees and successors in interest, agree as follows:

1. Compliance with Regulations: The ***City of North Miami Beach*** shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
2. Nondiscrimination: The ***City of North Miami Beach***, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The ***City of North Miami***

Beach shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations made by the **City of North Miami Beach**, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the **City of North Miami Beach** of the **City of North Miami Beach** obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
4. Information and Reports: The **City of North Miami Beach** shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation*, the *Federal Highway Administration*, *Federal Transit Administration*, *Federal Aviation Administration*, and/or the *Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the **City of North Miami Beach** is in the exclusive possession of another who fails or refuses to furnish this information the **City of North Miami Beach** shall so certify to the *Florida Department of Transportation*, the *Federal Highway Administration*, *Federal Transit Administration*, *Federal Aviation Administration*, and/or the *Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of the **City of North Miami Beach** noncompliance with the nondiscrimination provisions of this contract, the *Florida Department of Transportation* shall impose such contract sanctions as it or the *Federal Highway Administration*, *Federal Transit Administration*, *Federal Aviation Administration*, and/or the *Federal Motor Carrier Safety Administration* may determine to be appropriate, including, but not limited to:
 - a. withholding of payments to the **City of North Miami Beach** under the contract until the **City of North Miami Beach** complies, and/or
 - b. cancellation, termination or suspension of the contract, in whole or in part.

6. Incorporation of Provisions: The ***City of North Miami Beach*** shall include the provisions of paragraphs (1) through (7) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The ***City of North Miami Beach*** shall take such action with respect to any subcontract or procurement as the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event the ***City of North Miami Beach*** becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the ***City of North Miami Beach*** may request the Florida Department of Transportation to enter into such litigation to protect the interests of the Florida Department of Transportation, and, in addition, the ***City of North Miami Beach*** may request the United States to enter into such litigation to protect the interests of the United States.
7. Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities

Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the **City of North Miami Beach** must take reasonable steps to ensure that LEP persons have meaningful access to the **City of North Miami Beach** programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits the **City of North Miami Beach** from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

SUB-ARTICLE 9.10: On January 4, 2011, Governor Rick Scott signed Executive Order Number 11-02 relating to verification of employment status (the "Order"). The Order directs all agencies under the direction of the Governor to include as a condition of all state contracts a requirement that the contracting party utilize the U.S. E-Verify system to "verify the employment of: (a) all persons employed during the contract term by the contractor to perform work pursuant to the contract with the state agency". The **City of North Miami Beach** agrees to comply with the requirements of the Order and execute Exhibit "D".

ARTICLE 10.00: The TPO agrees to pay the **City of North Miami Beach** compensation as per Article 16.00 of this Agreement and Exhibits "A", "B" and "C", attached hereto and made a part hereof.

ARTICLE 11.00: The TPO Executive Director may terminate this Agreement in whole or in part at any time the interest of the TPO requires such termination.

SUB-ARTICLE 11.10: If the TPO Executive Director determines that the performance of the *City of North Miami Beach* is not satisfactory, the TPO Executive Director shall have the option of (a) immediately terminating the Agreement or (b) notifying the *City of North Miami Beach* of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time.

SUB-ARTICLE 11.20: If the TPO Executive Director requires termination of the Agreement for reasons other than unsatisfactory performance of the *City of North Miami Beach*, the TPO Executive Director shall notify the *City of North Miami Beach* in writing of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

SUB-ARTICLE 11.30: If the Agreement is terminated before performance is completed, the *City of North Miami Beach* shall be paid for the work satisfactorily performed. Payment is not to exceed the prorated amount of the total share of the project costs to be paid by TPO as provided in Article 16.00 agreement amount based on work satisfactorily completed. Such determination shall be based and calculated upon a percentage allocation of total project cost, by major Task Group.

ARTICLE 12.00: All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders. Title and paragraph headings are for convenient reference and are not a part of this Agreement. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing. In the event of conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms of this Agreement shall control. Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida or applicable local laws, codes, or regulations, such provision, 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 Agreement shall remain unmodified and in full force and effect or limitation of its use.

ARTICLE 13.00: The *City of North Miami Beach* warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the *City of North Miami Beach*, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted.

SUB-ARTICLE 13.10: For the breach or violation of Article 13.00, the TPO Executive Director shall have the right to terminate this Agreement without liability, and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

ARTICLE 14.00: The *City of North Miami Beach* agrees that it shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of this Agreement, without first notifying the TPO Executive Director or her designee and securing its consent. The *City of North Miami Beach* also agrees that it shall not copyright or patent any of the data and/or information furnished in compliance with this Agreement, it being understood that, under Article 8.00 hereof, such data or information is the joint property of the TPO and the City. This Section shall not be construed to limit or restrict public access to documents, papers, letters or other material pursuant to Article 8.10 of this Agreement.

ARTICLE 15.00: The TPO shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure. Any contract, verbal or written, made in violation of this subsection shall be null and void, and no money shall be paid on such contract.

ARTICLE 16.00: Payment of project costs - It is mutually agreed and understood that the Project Costs shall be as provided in Exhibit C. TPO shall pay the **City of North Miami Beach 69% (Sixty-nine percent)** of such Project Costs. The **City of North Miami Beach** shall be responsible for the remaining Costs. The **City of North Miami Beach** shall invoice TPO monthly for TPO's share of Project Costs in a format acceptable to the TPO Executive Director or her designee and shall be paid therefore on a percentage of completion basis for each Task described in the Notice-to-Proceed executed in accordance with Article 2.00. The **City of North Miami Beach** shall invoice 100% of the TPO's share of the Project Cost upon completion of all Task Orders, as indicated under Exhibit "A". The total compensation to be paid by the TPO to the **City of North Miami Beach** hereunder shall not exceed **One-Hundred Thousand Dollars (\$100,000.00)**.

SUB-ARTICLE 16.10: By executing this agreement the **City of North Miami Beach** commits to fund the 31% (Thirty-one percent) local share minimum of this agreement as specified in Exhibit C.

SUB-ARTICLE 16.20: It is agreed that said compensation provided in Article 16.00 hereof shall be adjusted to exclude any significant sums where the TPO Executive Director shall determine that reported costs by the **City of North Miami Beach** reflect inaccurate, incomplete or non-current costs. All such adjustments shall be made within sixty (60) days following the end of the Agreement and any adjustments shall be provided to the City in writing with sufficient detail explaining the reason(s) for said adjustments. For purpose of this Agreement, the end of the Agreement shall be deemed to be the date of final billing or acceptance of the work by the TPO Executive Director or her designee, whichever is later.

ARTICLE 17.00: Standards of Conduct - Conflict of Interest - The **City of North Miami Beach** covenants and agrees that it and its employees shall be bound by the standards of conduct provided in Florida Statutes 112.313 as it relates to work performed under this Agreement, which standards will be referred and made a part of this Agreement as though set forth in full. The **City of North Miami Beach** agrees to incorporate the provisions of this article in any subcontract into which it might enter with reference to the work performed.

ARTICLE 18.00: The TPO Executive Director reserves the right to cancel and terminate this Agreement in the event the **City of North Miami Beach** or any employee, servant, or agent of the

City of North Miami Beach is indicted or has direct information issued against her for any crime arising out of or in conjunction with any work being performed by the *City of North Miami Beach* for or on behalf of the TPO, without penalty. It is understood and agreed that in the event of such termination, all tracings, plans, specifications, maps, and data prepared or obtained under this Agreement shall immediately be turned over to the TPO Executive Director in conformity with the provisions of Article 8.00 hereof. The *City of North Miami Beach* shall be compensated for its services rendered up to the time of any such termination in accordance with Article 11.00 hereof.

ARTICLE 19.00: To the extent permitted by law, and subject to the limitations included within Florida Statutes Section 768.28, the *City of North Miami Beach* shall indemnify, defend, save, and hold harmless the TPO and its officers, agents, and employees from any and all claims, liability, losses and causes of action arising out of the *City of North Miami Beach's* negligence or other wrongful acts in the performance of this agreement. However, nothing herein shall be deemed to indemnify the TPO for any liability or claims arising out of the negligence, performance, or lack of performance of the TPO.

To the extent permitted by law, and subject to the limitations included within Florida Statutes Section 768.28, the TPO shall indemnify, defend, save, and hold harmless the *City of North Miami Beach* and its officers, agents, and employees from any and all claims, liability, losses and causes of action arising out of the TPO's negligence or other wrongful acts in the performance of this agreement. However, nothing herein shall be deemed to indemnify the *City of North Miami Beach* for any liability or claims arising out to the negligence, performance, or lack of performance of the *City of North Miami Beach*.

ARTICLE 20.00: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue shall be in Miami-Dade County, Florida. The term "proceedings" shall include, but not be limited to, all meetings to resolve the dispute, including voluntary arbitration, mediation, or other alternative dispute resolution mechanism. The parties both waive any defense that venue in Miami-Dade County is not convenient. In any civil action or other proceedings between the parties arising out of the Agreement, each party shall bear its own attorney's fees and costs.

ARTICLE 21.00: Any notice, consent or other communication required to be given under this Agreement shall be in writing, and shall be considered given when delivered in person or sent by facsimile or electronic mail one (1) business day after being sent by reputable overnight carrier or three (3) business days after being mailed by certified mail, return receipt requested, to the parties at the addresses set forth below (or at such other address as a party may specify by notice given pursuant to this Section to the other party):

To the TPO:

Miami-Dade Transportation Planning
Organization
150 West Flagler Street
Suite 1900
Miami, Florida 33130
Attn: Aileen Bouclé, Executive Director
E-Mail: Aileen.Boucle@mdtpo.org

To the City:

City of North Miami Beach
17011 NE 19th Avenue
N Miami Beach, FL 33162
Attn:
E-Mail:

With copies to:

City of North Miami Beach
17011 NE 19th Avenue
N Miami Beach, FL 33162
Attn:
Attorney E-Mail:

ARTICLE 22.00:

Attachments:

Exhibit "A", Scope of Services	Exhibit "C", Project Budget
Exhibit "B", Project Schedule	Exhibit "D", E-Verify Certification
Exhibit "E", Title VI Quarterly Progress Report	

No alteration, change or modification of the terms of this Agreement shall be valid unless made in writing, signed by both parties hereto, and approved by the Governing Board of the Transportation Planning Organization. This Agreement shall be binding upon the parties hereto, their heirs, executors, legal representatives, successors, or assigns.

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

ARTICLE 23.00: No provision of this Agreement shall, in any way, inure to the benefit of any third parties so as to constitute any such third party a beneficiary of this Agreement, or of anyone or more of the terms hereof, or otherwise give rise to any cause of action in any party not a party hereto.

ARTICLE 24.00: Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations and the certifications hereunder have been duly authorized, and that the Agreement is valid and legal agreement binding on such party and enforceable in accordance with its terms. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Facsimile, .pdf and other electronic signatures to this Agreement shall have the same effect as original signatures.

IN WITNESS WHEREOF, the parties hereto have executed these presents this _____ day of _____, 2024.

FOR MIAMI-DADE TPO:

ATTEST:

Miami-Dade TPO Clerk of the Board

By: _____
Aileen Bouclé, Executive Director

By: _____
Tawana Parker

Date: _____

Date: _____

Approved as to Form and Legal Sufficiency

By: _____
Assistant County Attorney

Date: _____

FOR: CITY OF NORTH MIAMI BEACH

ATTEST:

(Affix City Seal)

BY: _____
[Please Insert Name Here], City Clerk

Approved by City Attorney
as to legal form and correctness:

[Please Insert Name Here], City Attorney

BY: _____
Mario A. Diaz, City Manager

Approved as to
Insurance Requirements:

[Please Insert Name Here],
[Please Insert Title Here]

Exhibit "A": "Scope of Services"

Exhibit "B": "Project Schedule"

Exhibit "C": "Project Cost"

Exhibit "D"

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

E-VERIFY

Contract No: _____
Financial Project No(s): _____
Project Description: _____

In accordance with the contract, the Vendor/Consultant/Contractor hereby acknowledges and certifies compliance with Section 448.095, Florida Statutes. The Vendor/Consultant/Contractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Vendor/Consultant/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system. The Vendor/Consultant/Contractor shall comply with section 448.095, Florida Statutes, for the duration of the contract term, including any extensions or renewal periods.

Company/Firm: _____
Authorized Signature: _____
Title: _____
Date: _____

**Exhibit “E”
Title VI Quarterly Progress Report**

Municipality: _____

Title of Study: _____

Work performed this quarter: % Work performed to date: %

Reporting Period: _____ through _____, 2025

1. Progress made this quarter:

2. Products completed this quarter as related to the approved Interlocal Agreement:
(Provide copies if applicable)

3. Problems encountered/anticipated:

4: Schedule adherence: Yes or No (If not on schedule, please provide explanation)

5: Title VI Reporting Requirements (related to this study only):

Title VI	Response
# of Title VI complaints filed with the Municipality	
# of informal (verbal) complaints	
# of formal (written) complaints	
# of completed investigations conducted by the Municipality	
# of completed investigations with findings	
# of public meetings	
# of meetings held in low income or minority areas	
# of translation services provided	
# of interpreter services provided	
# Limited English Proficiency request received and services provided during public meeting	



**Consent Agenda
9.11.**

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

MEMORANDUM

TO:	Mayor and City Commission
FROM:	Commissioner Fortuna Smukler
VIA:	
DATE:	October 15, 2024

RE: Resolution No. R2024-115 To Approve Agreement for Traffic Congestion at 163 Street and Biscayne Boulevard (Commissioner Fortuna Smukler)

Description

The resolution looks to address the increasing traffic congestion at the intersection of 163rd Street and Biscayne Boulevard. This critical corridor serves our city and neighboring municipalities, and it is experiencing significant delays due to regional developments and increased railway activity from the Northeast Corridor project.

**BACKGROUND
ANALYSIS:**

The resolution proposes that we collaborate with the cities of Sunny Isles Beach, Golden Beach, Aventura, and Bal Harbour to request that the Miami-Dade Transportation Planning Organization (TPO) and the Florida Department of Transportation (FDOT) prioritize a study to identify viable solutions for alleviating congestion at this intersection. By integrating roadway improvements into the existing Northeast Corridor project, we aim to develop comprehensive solutions that benefit the entire region.

Adopting this resolution will authorize the Mayor and City Manager to execute a joint letter with our neighboring cities and facilitate its distribution to the relevant agencies.

RECOMMENDATION:

FISCAL/ BUDGETARY

IMPACT:

ATTACHMENTS:

Description

- ▣ Resolution
- ▣ TPO-FDOT Letter
- ▣ smartplan-northeast-corridor-fact-sheet

RESOLUTION NO. 2024-XX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, EXPRESSING SUPPORT FOR A COLLABORATIVE REQUEST TO THE MIAMI-DADE TRANSPORTATION PLANNING ORGANIZATION AND THE FLORIDA DEPARTMENT OF TRANSPORTATION TO PRIORITIZE A STUDY ADDRESSING TRAFFIC CONGESTION AT THE INTERSECTION OF 163RD STREET AND BISCAYNE BOULEVARD; AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE A JOINT LETTER WITH NEIGHBORING CITIES; PROVIDING FOR DISTRIBUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, 163rd Street and Biscayne Boulevard is a critical corridor providing access from I-95 to the City of North Miami Beach, Sunny Isles Beach, Golden Beach, Aventura, Bal Harbour, and unincorporated areas of Miami-Dade County; and

WHEREAS, the intersection of 163rd Street and Biscayne Boulevard is experiencing increasing traffic congestion due to regional developments and increased railway activity associated with the Northeast Corridor project, including the forthcoming train station at NE 151st Street; and

WHEREAS, this congestion negatively impacts commerce, safety, environmental quality, and emergency response times within the City of North Miami Beach and neighboring communities; and

WHEREAS, the Miami-Dade Transportation Planning Organization (TPO) and the Florida Department of Transportation (FDOT) are key agencies responsible for transportation planning and infrastructure improvements within the region; and

WHEREAS, the City of North Miami Beach, in collaboration with the cities of Sunny Isles Beach, Golden Beach, Aventura, and Bal Harbour, desires to request that the TPO and FDOT prioritize a study to identify viable options for alleviating congestion at this critical intersection; and

WHEREAS, integrating roadway improvements into the existing Northeast Corridor project will facilitate comprehensive solutions addressing both rail and road transportation needs; and

WHEREAS, the City Commission of the City of North Miami Beach finds that it is in the best interest of the City and its residents to support this collaborative initiative.

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

Section 1. Recitals. The above recitals are true and correct and are incorporated herein by reference.

Section 2. Support for Collaborative Request. The City Commission hereby expresses its support for a collaborative request to the Miami-Dade Transportation Planning Organization and the Florida Department of Transportation to prioritize a study addressing traffic congestion at the intersection of 163rd Street and Biscayne Boulevard.

Section 3. Authorization to Execute Joint Letter. The City Commission authorizes the Mayor and the City Manager to execute the joint letter attached hereto as Exhibit "A," along with representatives from the cities of Sunny Isles Beach, Golden Beach, Aventura, and Bal Harbour, and to take any necessary actions to facilitate its distribution.

Section 4. Distribution. The City Clerk is directed to distribute a copy of this Resolution and the executed joint letter to the Miami-Dade Transportation Planning Organization, the Florida Department of Transportation District Six, and the municipalities of Sunny Isles Beach, Golden Beach, Aventura, and Bal Harbour.

Section 5. Effective Date. This Resolution shall become effective immediately upon adoption.

[THE REMAINDER OF THIS INTENTIONALLY LEFT BLANK]

APPROVED AND ADOPTED by the City of North Miami Beach City Commission at the regular meeting assembled this **15th day of October 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
JOSEPH S. GELLER

Sponsored by: Mayor & Commission

Executive Director Aileen Bouclé, AICP
Miami-Dade Transportation Planning Organization
150 West Flagler Street, Suite 1900
Miami, FL 33130

District Six Secretary Stacy L. Miller, P.E.
Florida Department of Transportation, District Six
1000 NW 111th Avenue
Miami, FL 33172

Subject: Collective Request for Prioritization of Traffic Congestion Studies on 163rd Street and Biscayne Boulevard

Dear Executive Director Bouclé and Secretary Miller,

On behalf of the cities of North Miami Beach, Sunny Isles Beach, Golden Beach, Aventura, and Bal Harbour, we are writing to express our collective concern regarding the increasing traffic congestion along 163rd Street, particularly at its intersection with Biscayne Boulevard. This corridor is a vital artery providing access from I-95 to our communities and unincorporated areas of Miami-Dade County.

We are aware of and support the ongoing development of the Northeast Corridor project, including the forthcoming train station at NE 151st Street, as part of the Strategic Miami Area Rapid Transit (SMART) Plan. While we welcome these enhancements to regional transit, we have observed that the increased railway activity has intensified traffic congestion at the intersection of 163rd Street and Biscayne Boulevard. The strain on our road infrastructure has become increasingly pronounced, and we believe that addressing this issue in conjunction with the Northeast Corridor project is essential.

We respectfully request that the scope of the Northeast Corridor project be amended to include a study of viable roadway improvements at the intersection of 163rd Street and Biscayne Boulevard that facilitate the free flow of east-west traffic while accommodating increased railway usage.

By integrating roadway improvements into the existing Northeast Corridor project, we can develop comprehensive solutions that address both rail and road transportation needs. This holistic approach will enhance mobility, reduce travel times, improve safety, and ultimately improve the quality of life for our residents and visitors.

To underscore the urgency of this matter, we would like to highlight:

Economic Impact: The congestion negatively affects commerce by delaying the transport of goods and services, impacting local businesses and the regional economy.

Safety Concerns: Increased traffic congestion heightens the risk of accidents, posing safety hazards to motorists, pedestrians, and cyclists. Additionally, congestion can delay response times for first responders, compromising public safety during emergencies.

Environmental Considerations: Prolonged idling in traffic contributes to higher emissions, adversely affecting air quality and conflicting with our collective environmental sustainability goals.

Population Growth: Our cities are experiencing steady population growth, which will only exacerbate current traffic issues if not addressed promptly.

We are eager to collaborate with the Miami-Dade TPO, FDOT, and the railway agencies on this important initiative. Our cities are committed to supporting efforts that will lead to sustainable and efficient transportation systems in our region.

Thank you for your attention to this pressing matter. We look forward to your favorable consideration and are available to discuss this further at your earliest convenience.

If you have any questions or require further information, please feel free to contact North Miami Beach City Manager Mario Diaz at 305-948-2900 or Mario.diaz@citynmb.com.

Sincerely,

NORTHEAST CORRIDOR

LAND USE SCENARIO & VISIONING PLANNING



PROJECT GOALS



- The goal of the Land Use Scenario and Visioning Planning Study is to integrate transportation and land use planning to maximize the effectiveness of transit investments in the corridor.
- The purpose of the SMART Plan is to provide mobility options for Miami-Dade County residents and visitors and promote economic competitiveness by investing in the County's transportation infrastructure while protecting the environment and maximizing the efficiency of the existing transportation system.



Data Gathering

- Identified stakeholders and key participants
- Coordinated work with other related projects
- Compiled and reviewed related studies
- Reviewed best practices used nationwide
- Reviewed data from TPO and partner agencies



Public Outreach

- Created a Study Advisory Committee (SAC) with public and private stakeholders, and representatives from each municipality that met five (5) times during the process providing invaluable guidance to the project.
- Two Planning Charrette Series were held in February 2018 and November 2018 providing convenient opportunities for the community to participate. During these sessions, participants created a land use vision for the corridor.



Land Use Strategies

- Developed a vision for the Northeast Corridor
- Utilized and refined the results of the scenario planning efforts
- Assessed possible scenarios as a result of a detailed scenario development, evaluation, and selection process where the land use supports the LPA
- Developed a series of station area plans
- Identified possible constraints



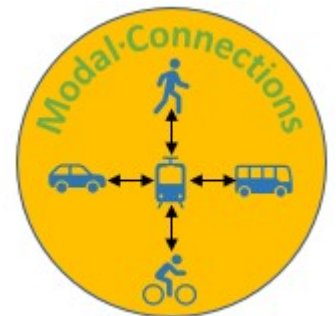
Scenario Building

- Created a land use scenario development framework to support vision and ridership demand
- Tested and evaluated scenarios
- Identified need for potential Comprehensive Plan changes
- Prepared an assortment of visualization products to enhance and communicate results

These steps help the TPO in studying the relationship between transit and land use

Why We Are Here—SMART Plan Purpose

Land Use integrated around transit is important:	• From a functional and feasible perspective
TPO is studying land use for ALL six SMART Plan corridors:	• To support the County's Transit Vision
Because:	• It is vital to our quality of life



- First/Last Mile Connections:
- Extend the range of Transit Supportive Areas
 - Facilitate access in the Transit Core
 - Facilitate mobility in Transit Neighborhoods

NORTHEAST CORRIDOR LAND USE SCENARIO & VISIONING PLANNING



Northeast Corridor Station Areas

The limits of the Northeast Corridor are from Downtown Miami to the City of Aventura along the existing FEC railway for an approximate length of 14.5 miles. The municipalities within the corridor are Miami, El Portal, Miami Shores, Biscayne Park, North Miami, North Miami Beach, and Aventura. The Project Development and Environmental (PD&E) study has so far identified the transit mode (commuter rail), alignment (existing FEC railroad) and preliminary station locations. However, the PD&E study is currently on hold until negotiations with FEC Railway for securing track access are complete along with identifying funding sources for operations and maintenance. This project would be the southernmost part of the planned Tri-Rail Coastal Link commuter service. The proposed stations that are the basis of the population, employment and ridership projections shown here are:

- ◆ Aventura
- ◆ NE 79 St./El Portal
- ◆ Wynwood/Edgewater
- ◆ North Miami Beach
- ◆ Midtown/Design District
- ◆ Downtown Miami
- ◆ North Miami

PREFERRED TECHNOLOGY WHAT IS COMMUTER RAIL?

Commuter Rail (e.g. Tri-Rail) often runs on rail lines also used by freight and long distance passenger service (CSX, FEC). Compared to Heavy Rail (eg. Metrorail) it involves longer service lines and less frequent service. It moves passengers between communities rather than within them.



The series of Charrettes identified the below three types of Urban Centers suitable for development around the proposed stations:

Regional	Metropolitan	Community
		
<p>→ Downtown MiamiCentral Station</p>	<p>→ Midtown/Design District → City of North Miami Beach at NE 163 Street → City of Aventura at NE 197 Street</p>	<p>→ City of North Miami at NE 125 Street → El Portal/City of Miami at NE 79 Street</p>

The **Preferred Land Use Scenario** for the Northeast Corridor is the result of scenario development, evaluation, and selection process. Population and employment growth is distributed along the corridor to the expected trend (2040) growth. Downtown remains a regional center for residential and employment activities.

Preferred Scenario (PS) Socioeconomic Data Summary

Projected Population:

262,000 (2040) to **307,000** (PS)

An increase of **44,500** in population or **16% higher** than in 2040

Projected Employment:

158,000 (2040) to **188,000** (PS)

An increase of **30,000** in employment or **18% higher** than in 2040

Projected 2040 and Preferred Scenario Average Weekday Corridor Boardings :

11,400 — 15,500

36 % increase in total boardings with Preferred Land Use Scenario



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

TO:	Mayor and City Commission
FROM:	Edward Ng, Interim Community Development Director
VIA:	City Manager Mario Diaz
DATE:	October 15, 2024

RE: Ordinance No. 2024-12 (Second 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
- ▣ Memo
- ▣ Ordinance
- ▣ Site of Properties
- ▣ Business Impact Statement



City of North Miami Beach, Florida

Community Development Department – Planning & Zoning Division

17050 NE 19TH AVENUE
1ST 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 20th 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

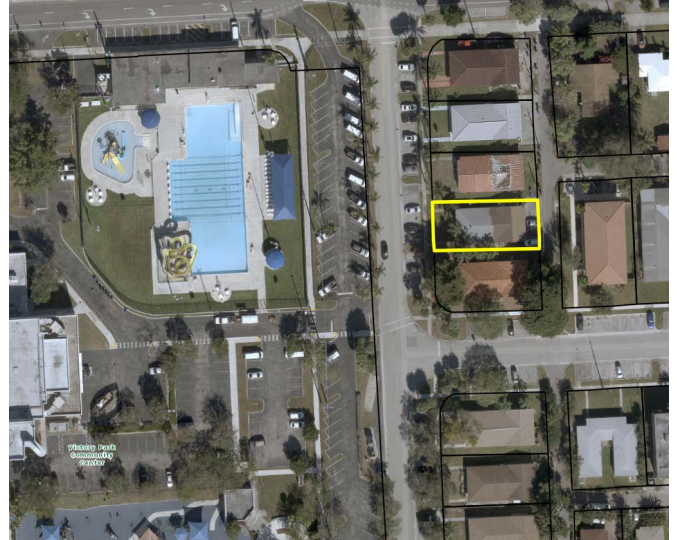
Existing Land Use: Two Residential Triplexes

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 20th 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 20th 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 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.

<p>Project Planner:</p> <p>Destiny Ferguson</p> <p>City of North Miami Beach Community Development Department Planning & Zoning Division</p>	<p>Review Dates:</p> <p><u>Planning & Zoning Board:</u> August 12th, 2024</p> <p><u>City Commission:</u> September 17th, 2024</p>	<p>Attachments</p> <ol style="list-style-type: none"> 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 17th, 2014, Resolution No. R2014-23 amended the North Miami Beach Zoning Map to change the zoning of the property located at 17031 NE 20th 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.

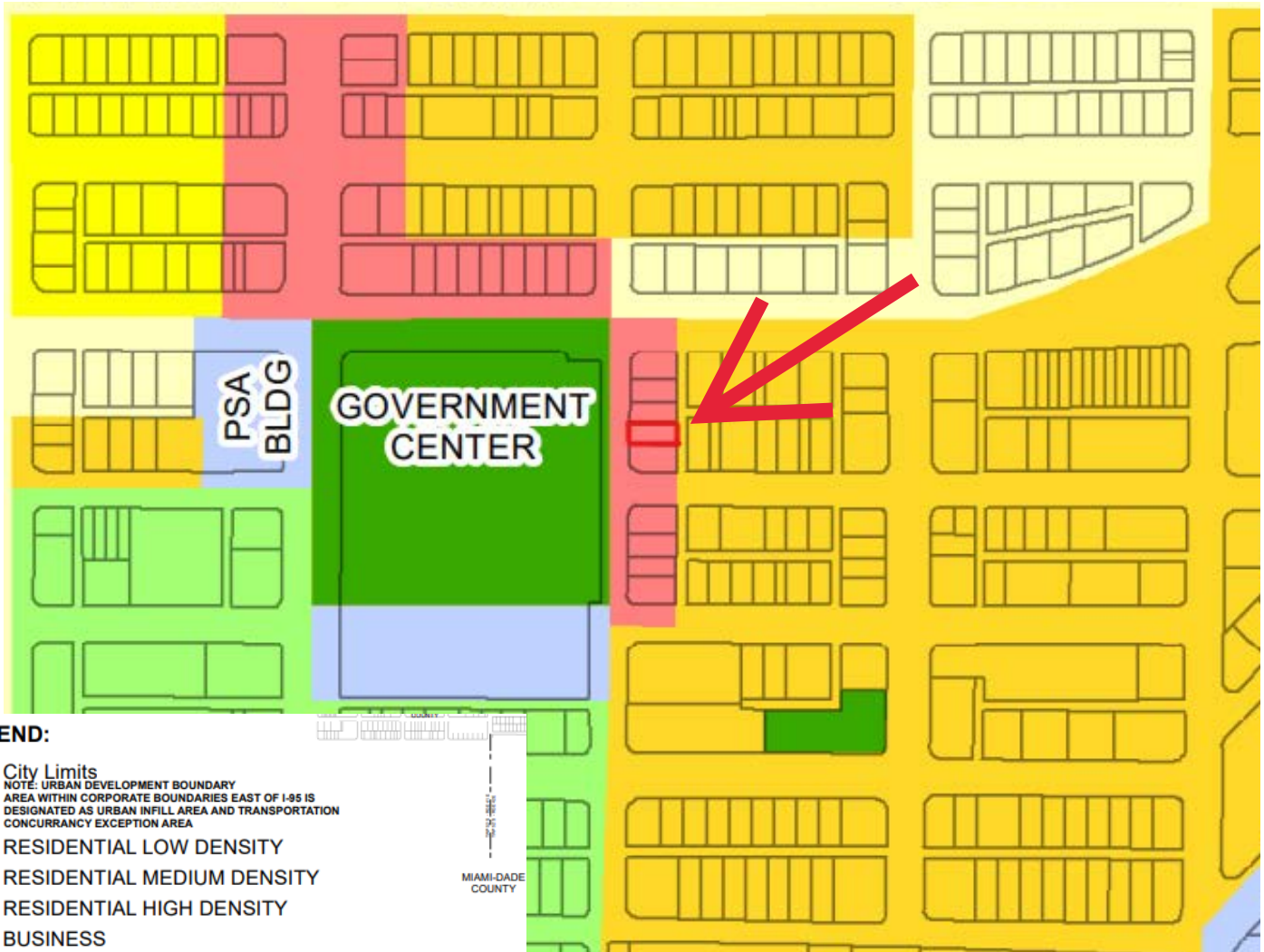
(5) **The proposed change would correct illogically drawn existing use district boundaries.**

- 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.

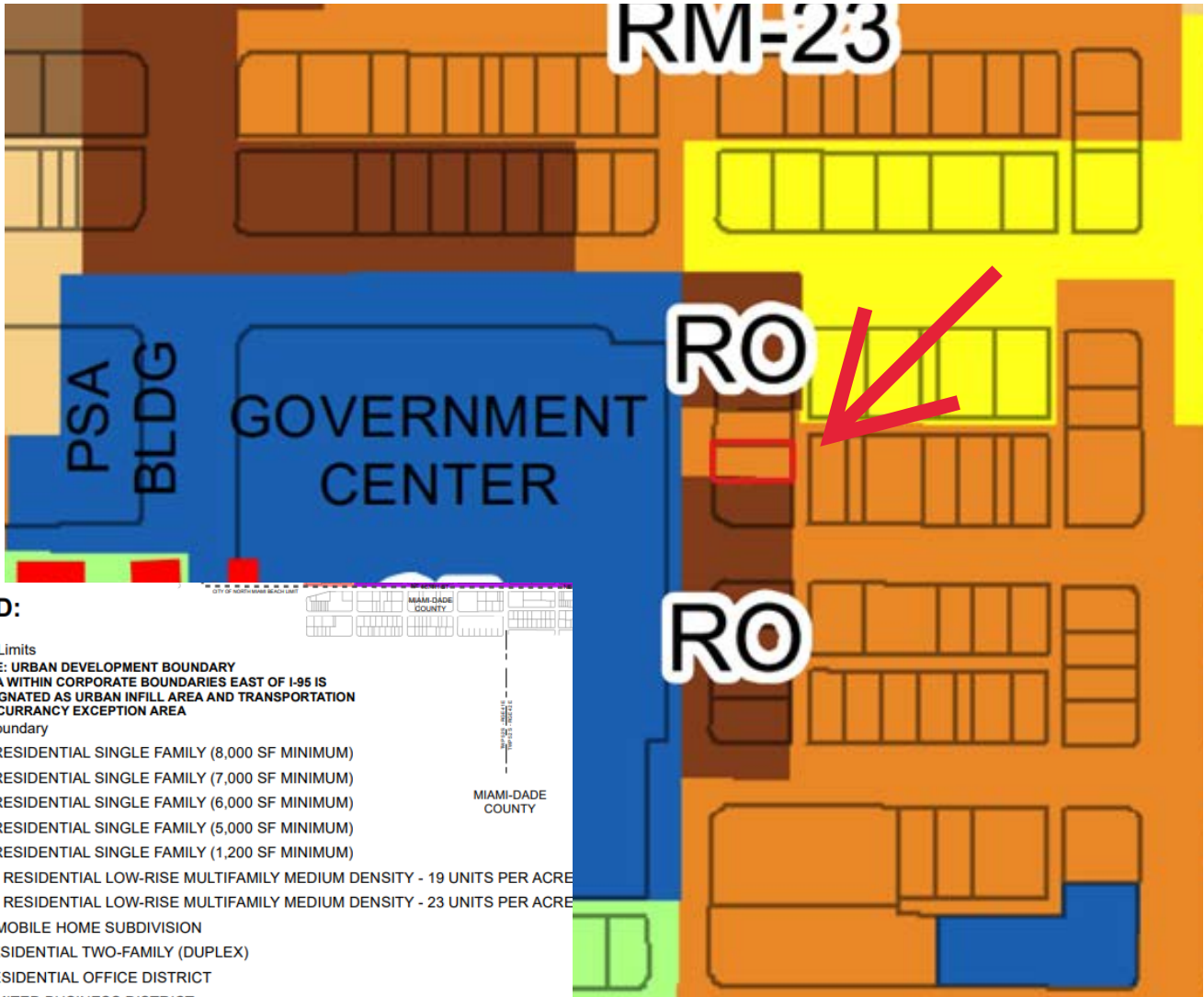
FUTURE LAND USE MAP





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)
-  MIXED USE NEIGHBORHOOD CENTER (MU/NC)
-  NORTHERN MIXED USE WATERFRONT (MU/NWF)
-  SOUTHERN MIXED USE WATERFRONT (MU/SWF)
-  EASTERN MIXED USE WATERFRONT (MU/EFW)
-  MIXED USE EMPLOYMENT CENTER (MU/EC)
-  MIXED USE INTERNATIONAL BOULEVARD (MU/IB-E)
-  MIXED USE INTERNATIONAL BOULEVARD (MU/IB-W)
-  MIXED USE CORRIDOR (MU/C)
-  WATER

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**
- RS-1, RESIDENTIAL SINGLE FAMILY (8,000 SF MINIMUM)
- RS-2, RESIDENTIAL SINGLE FAMILY (7,000 SF MINIMUM)
- RS-3, RESIDENTIAL SINGLE FAMILY (6,000 SF MINIMUM)
- 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
- B-1, LIMITED BUSINESS DISTRICT
- B-2, GENERAL BUSINESS DISTRICT
- B-3, INTENSIVE BUSINESS DISTRICT
- B-4, DISTRIBUTION BUSINESS AND LIGHT INDUSTRIAL
- B-5, DISTRIBUTION BUSINESS AND MEDIUM INDUSTRIAL
- CF, COMMUNITY FACILITY
- PUD, PLANNED UNIT DEVELOPMENT
- MU/TC, FULFORD MIXED USE TOWN CENTER
- MU/NC, MIXED USE NEIGHBORHOOD CENTER
- MU/NWF, MIXED USE NORTH WATERFRONT
- MU/SWF, MIXED USE SOUTH WATERFRONT
- MU/EWF, MIXED USE EAST WATERFRONT
- MU/EC, MIXED USE EMPLOYMENT CENTER
- MU/C, MIXED USE CORRIDOR
- MU/IB-W, MIXED USE INTERNATIONAL BOULEVARD
- MU/IB-E, MIXED USE INTERNATIONAL BOULEVARD
- CON, CONSERVATION

Public Notices:

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



City of North Miami Beach, Florida

Community Development Department – Planning & Zoning Division

17050 NE 19TH AVENUE
1ST 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 20th 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 20th 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 20th 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 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.

Project Planner:

Destiny Ferguson

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

Review Dates:

Planning & Zoning Board:

August 12th, 2024

City Commission:

September 17th, 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 17th, 2014, Resolution No. R2014-23 amended the North Miami Beach Zoning Map to change the zoning of the property located at 17031 NE 20th 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

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.

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.

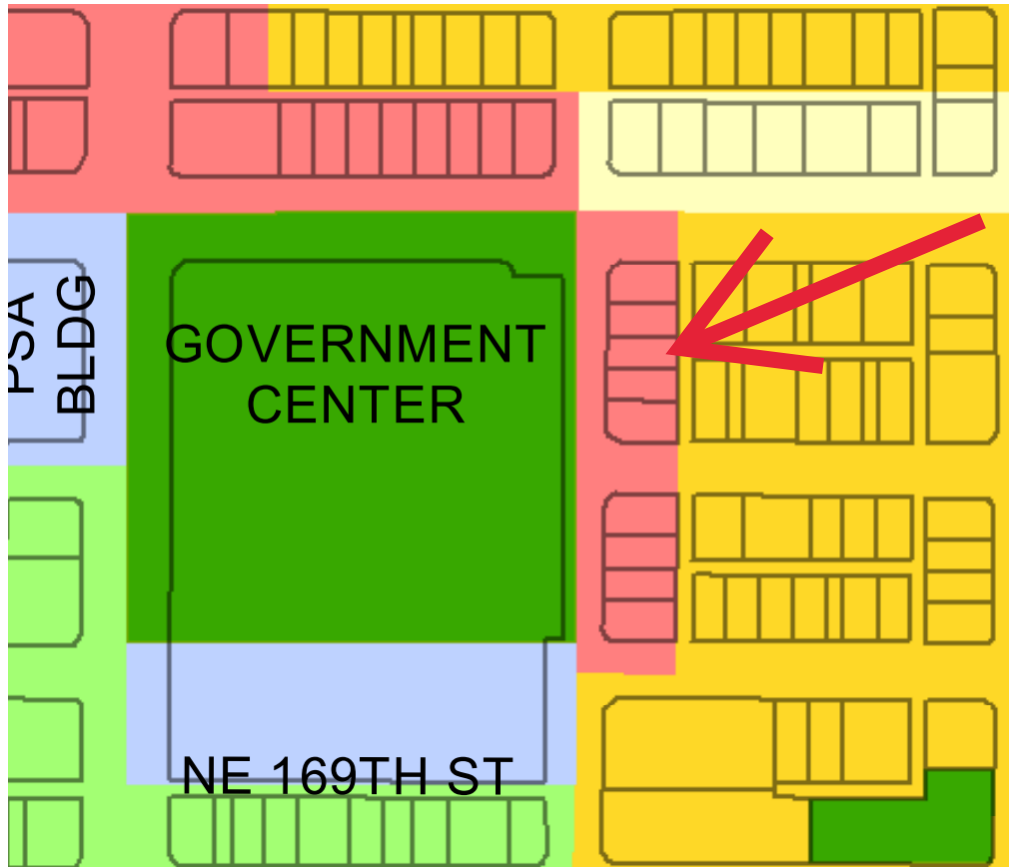
(5) The proposed change would correct illogically drawn existing use district boundaries.

- 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 placemaking 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 in areas consistent with the City's Comprehensive Plan.

FUTURE LAND USE MAP

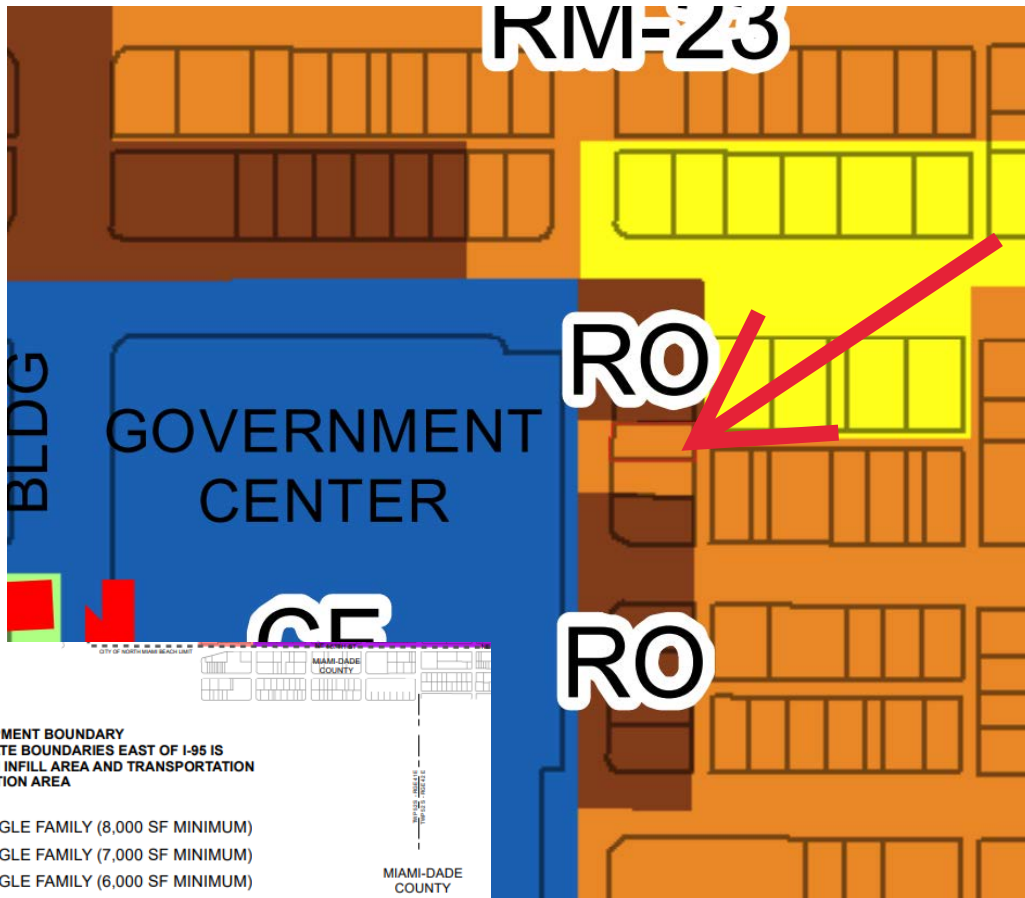


LEGEND:






























-  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)
-  MIXED USE NEIGHBORHOOD CENTER (MU/NC)
-  NORTHERN MIXED USE WATERFRONT (MU/NWF)
-  SOUTHERN MIXED USE WATERFRONT (MU/SWF)
-  EASTERN MIXED USE WATERFRONT (MU/EFW)
-  MIXED USE EMPLOYMENT CENTER (MU/EC)
-  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
- NOTE: URBAN DEVELOPMENT BOUNDARY**
- AREA WITHIN CORPORATE BOUNDARIES EAST OF I-95 IS DESIGNATED AS URBAN INFILL AREA AND TRANSPORTATION CONCURRENCY EXCEPTION AREA**
-  CRA Boundary
-  RS-1, RESIDENTIAL SINGLE FAMILY (8,000 SF MINIMUM)
-  RS-2, RESIDENTIAL SINGLE FAMILY (7,000 SF MINIMUM)
-  RS-3, RESIDENTIAL SINGLE FAMILY (6,000 SF MINIMUM)
-  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
-  B-1, LIMITED BUSINESS DISTRICT
-  B-2, GENERAL BUSINESS DISTRICT
-  B-3, INTENSIVE BUSINESS DISTRICT
-  B-4, DISTRIBUTION BUSINESS AND LIGHT INDUSTRIAL
-  B-5, DISTRIBUTION BUSINESS AND MEDIUM INDUSTRIAL
-  CF, COMMUNITY FACILITY
-  PUD, PLANNED UNIT DEVELOPMENT
-  MU/TC, FULFORD MIXED USE TOWN CENTER
-  MU/NC, MIXED USE NEIGHBORHOOD CENTER
-  MU/NWF, MIXED USE NORTH WATERFRONT
-  MU/SWF, MIXED USE SOUTH WATERFRONT
-  MU/EWF, MIXED USE EAST WATERFRONT
-  MU/EC, MIXED USE EMPLOYMENT CENTER
-  MU/C, MIXED USE CORRIDOR
-  MU/IB-W, MIXED USE INTERNATIONAL BOULEVARD
-  MU/IB-E, MIXED USE INTERNATIONAL BOULEVARD
-  CON, CONSERVATION

Public Notices:

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



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 52th, 2024

SUBJECT: **QHhlegu'qhiPOD**

On "Cwi wuv"34^y, 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"QHhleg" *TQ+0' Qp" Lxpg"39vj , "4236."cu"r gt"vj g"r tkqt"qy pgtu" tgs wguv."vj g" P qt vj "O lco k'Dgcej "Ekv{ "Eqo o kulkqp"r cuugf "T guqnvkqp" 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/egpvle" | qplpi "f kvtlev"ku"eqpukvgpv"y kj "vj g"i qcnu." qdlgevkgu."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.

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 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.

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 20th 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 12th, 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

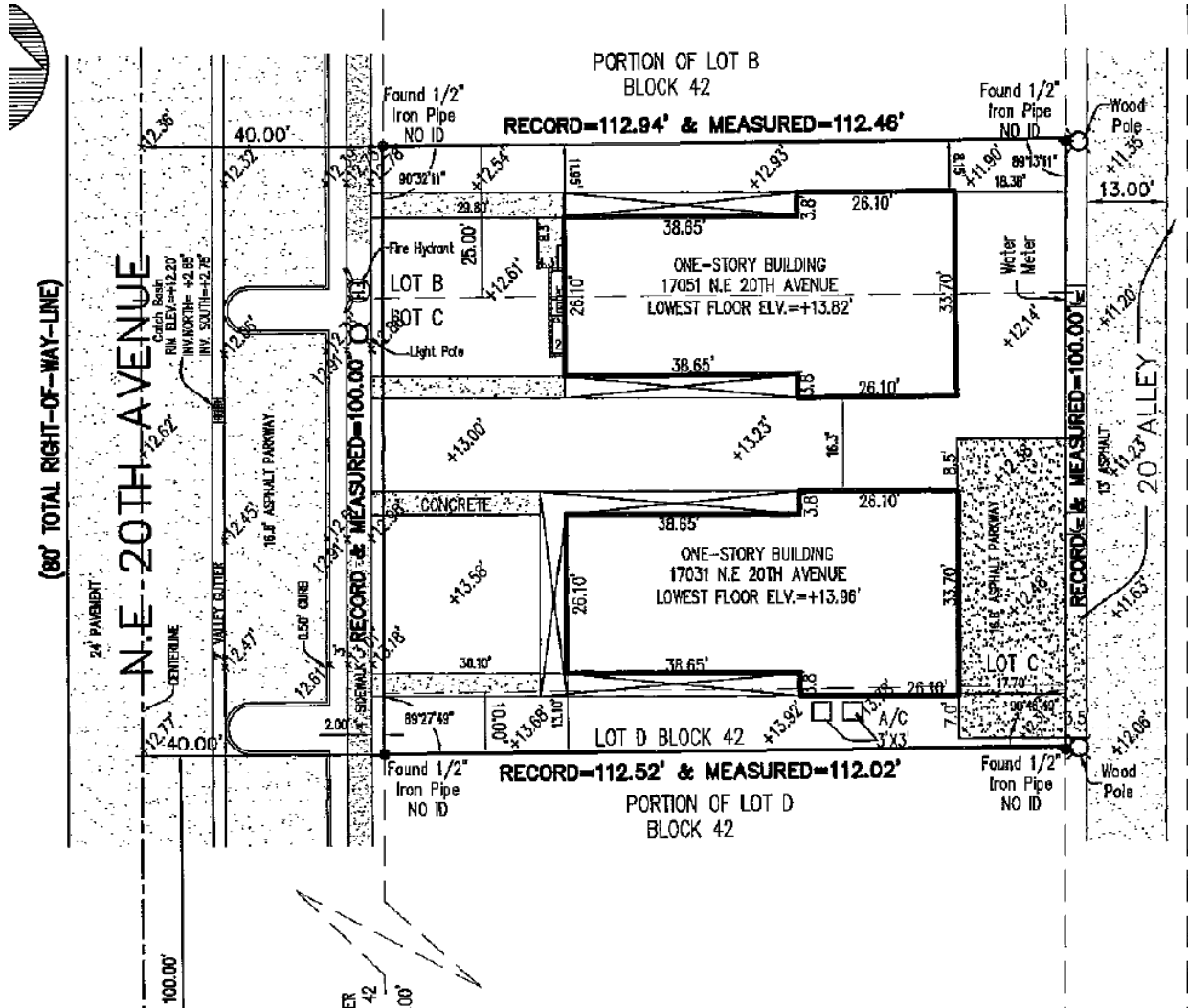
PARCEL A:

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



**Photographs of Properties 17031 & 17051 NE 20th Ave
And Adjacent Property Uses:**















City of North Miami Beach, Florida

Community Development Department – Planning & Zoning Division

17050 NE 19TH AVENUE
1ST FLOOR
NORTH MIAMI BEACH, FLORIDA 33162
PLANNING & ZONING DIVISION: (305) 948-2966

Business Impact Estimate

Directions to using/sponsoring department staff: Pursuant to F.S. s. 166.041(4), as amended by Ch. 2023-101, Laws of Florida, the City is required to prepare a Business Impact Statement for ordinances that are NOT exempt from this requirement. A list of ordinance exemptions is provided below. Please check all exemption boxes that apply to the proposed ordinance. If none of the boxes are checked, please complete and sign the Business Impact Statement on the following page.

- The proposed ordinance is required for compliance with Federal or State law or regulation;
- The proposed ordinance relates to the issuance or refinancing of debt;
- The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- The proposed ordinance is an emergency ordinance;
- The ordinance relates to procurement; or
- The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

Prepared by: Edward Ng./Interim Director/
Community Development

Date: 10/15/2024

Printed Name/Title/Department

Regardless of whether any of the boxes are checked, Include this completed page in the agenda packet.

*If none of the boxes above are checked, complete the attached Business Impact Statement and include the completed Statement as part of the agenda package. **The completed Statement must be posted on the City of North Miami Beach web site not later than the time notice of the proposed ordinance is published.***

BUSINESS IMPACT STATEMENT

ORDINANCE TITLE

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.

ORDINANCE SUMMARY

(Must include a statement of the public purpose, such as service the public health, safety, morals, and welfare):

This item is an applicant-initiated rezoning request. This application is 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).

DIRECT ECONOMIC IMPACT

ESTIMATE OF THE DIRECT ECONOMIC IMPACT OF THE PROPOSED ORDINANCE ON PRIVATE, FOR-PROFIT BUSINESSES IN THE CITY OF NORTH MIAMI BEACH, IF ANY: **NONE**

DIRECT COMPLIANCE COST

ESTIMATE OF DIRECT COMPLIANCE COSTS THAT BUSINESSES MAY REASONABLY INCUR: **NONE**

NEW CHARGES/ FEES

DESCRIPTION OF NEW CHARGES/ FEES IMPOSED BY THE PROPOSED ORDINANCE OR FOR WHICH BUSINESSES WILL BE FINANCIALLY RESPONSIBLE: **NONE**

ESTIMATE OF THE CITY'S REGULATORY COSTS

ESTIMATE OF THE CITY'S REGULATORY COSTS, INCLUDING ESTIMATED REVENUES FROM ANY NEW CHARGES OR FEES TO COVER SUCH COSTS: **NONE**

GOOD FAITH ESTIMATE

GOOD FAITH ESTIMATE OF THE NUMBER OF BUSINESSES LIKELY TO BE IMPACTED BY THE PROPOSED ORDINANCE: **NONE**

ADDITIONAL INFORMATION

ADDITIONAL INFORMATION THE GOVERNING BODY DEEMS USEFUL (IF ANY): **N/A**

SIGNATURE

DATE



**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

TO:	Mayor and City Commission
FROM:	City Manager Mario Diaz
VIA:	Edward Ng, AICP, Interim Community Development Director
DATE:	October 15, 2024

RE: Resolution No. R2024-116 Approving/Denying Variances for 174 Shoppes (Edward Ng, AICP, Interim Community Development Director)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY

IMPACT:

ATTACHMENTS:

Description

- Memo
- Staff Report
- Resolution
- Plans



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: September 15th, 2024

SUBJECT: **174 Shoppes**

On September 9th, 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 an 8,837 square foot (Phase 01), 11,163 square foot (Phase 02) and 3,426 square foot (Phase 03) shopping center comprised of two buildings totaling 23,426 square feet, 11 independent bays, and 80 parking spaces, located at 17450 Biscayne Boulevard, 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 uses, the 174 Shoppes Project requires approval of its site plan application and nine related variances. Currently, the Property is vacant. The Applicant proposes a shopping center that will consist of an 8,837-square-foot single-story building in the South end of the property which can be divided into 5 independent bays or combined depending on prospective tenants' needs. At the North end of the project, there will be a 7,737-square-foot single-story retail building that can be divided into 6 independent bays or can also be combined into larger units. There will also be a 3,426 square foot showroom area at the North end of the property. This provides for a total of 20,000 sq. ft. of retail space. and requests 9 variances for minimum lot area, front setbacks, rear setbacks, pervious area, perimeter buffers, terminal islands, internal islands, loading spaces and parking. 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.



City of North Miami Beach, Florida

Community Development Department – Planning & Zoning Division

17050 NE 19TH AVENUE
1ST FLOOR
NORTH MIAMI BEACH, FLORIDA 33162
(305) 354-4456

CITY COMMISSION MEETING

Meeting: 10/15/2024	File No: 24-20	Application Name: 174 Shoppes
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General Data

Applicant: Martin Djmal
Location: 17450 Biscayne Boulevard
PCN: 07-2209-009-0090
Property Size: 20,00 sq. ft.
Lot Size: 56,626 sq. ft.
FLUM: Business
Zoning: B-2 General Business District
Adjacent Zoning:

- North: MDC
- East: MU/NC, CF
- West: MU/NWF
- South: B-2



Existing Land Use: One-Story existing structure
Proposed Land Use: Shopping Center
Proposed Gross Floor Area for Retail: 20,000 sq. ft.

The item before the Commission:

The item before the City Commission is a request for Site Plan Approval with variances for the construction of a shopping center that will take place in two phases.

Optional Commission Motions:

1. **Move to continue** with direction.
2. **Move approval** of the Variances and Site Plan Application (File# 24-20) requested for the "174 Shoppes" development located at 17450 Biscayne Boulevard, 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 Variances and Site Plan Application (File# 24-20) requested for the "174 Shoppes" development located at 17450 Biscayne Boulevard, 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 Applicant seeks to develop the property as a shopping center in two phases. The second phase of the Project will only take place if the Applicant is successful in leasing to a less intense use such as a furniture company. The proposed shopping center will consist of an 8,837-square-foot single-story building in the South end of the property that can be divided into 5 independent bays or combined depending on prospective tenants' needs. At the North end of the project, there will be a 7,737-square-foot single-story retail building that can be divided into 6 independent bays or can also be combined into larger units. There will also be a 3,426 square foot showroom area at the North end of the property. This provides for a total of 20,000 sq. ft. of retail space.

<p>Project Planner: Chris Heid</p> <p>City of North Miami Beach Community Development Department Planning & Zoning Division</p>	<p>Review Dates:</p> <p><u>Planning & Zoning Board:</u> September 09th, 2024</p> <p><u>City Commission:</u> October 15th, 2024</p>	<p>Attachments</p> <ol style="list-style-type: none"> 1. Draft Resolution 2. Letter of Intent 3. Survey 4. Site Plan 5. Elevation Drawings
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The second phase of the project seeks to dedicate an additional 3,426 square feet on the second floor of the showroom area, for the potential use of a furniture store. The applicant states that they've been in talks with furniture retailers and look to provide a space that's compatible with the needs of the store. The applicant anticipates that the shopping center will cater to a mix of dry uses and high-end furniture and millwork showrooms. The Property has a land use designation of Business on the City's Comprehensive Plan Future Land Use Map and is zoned General Business District ("B-2"). For the construction of the shopping center, the applicant is seeking relief from ZLDC Sec. 24-52(D)(1), Sec. 24-52(D)(3), Sec. 24-122(A)(1), Sec. 24-95(B), and Sec. 24-52(D)(5).

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.

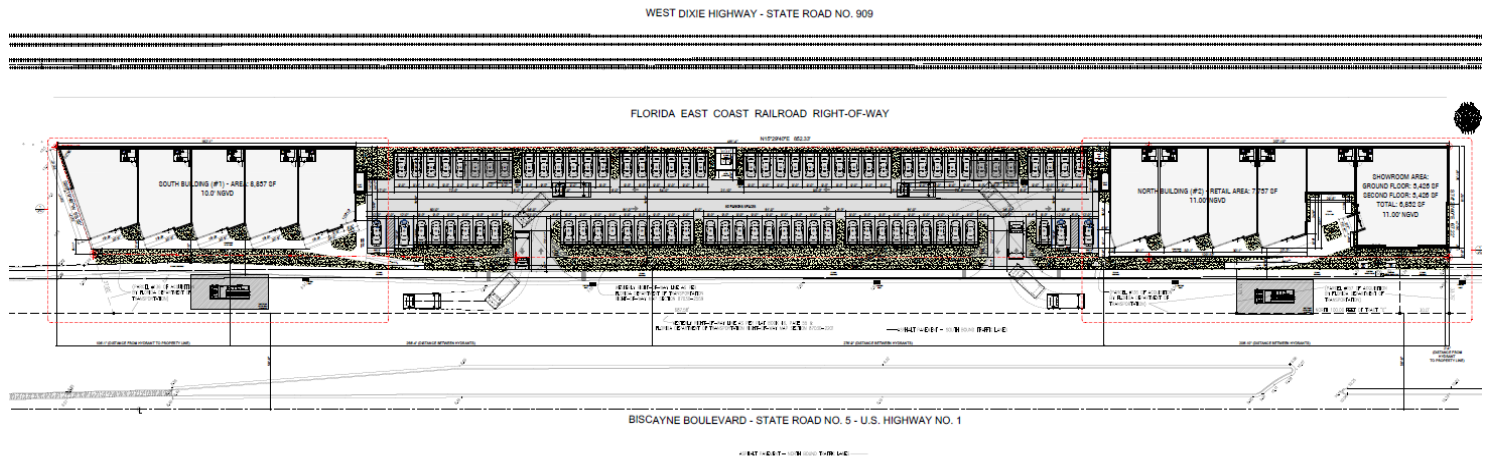
Pursuant to Section 24-52A) **Purpose and Intent.** *The purpose and intent of this district is to provide suitable sites for development of retail and service commercial uses of a general nature which serve the diverse consumer needs of the entire community, in areas consistent with the City's Comprehensive Plan Land Use Element.*

- The proposed development consisting of 20,000 square feet of retail space complies with the purpose and intent of the B-2 Zoning District. The shopping center will provide suitable sites for uses of a commercial and retail nature.

Section 24-52(B) lists the **permitted uses** in the B-2 District.

- The project proposes a shopping center consisting of an 8,837-square-foot single-story building at the South end of the property that can be divided into 5 independent bays, a 3,426 sq. ft. showroom area and a 7,737-square-foot single-story building at the North end of the property that can be divided into 6 independent bays, which is in accordance with the list of permitted uses in ZLDC Sec. 24-54(B).

Proposed Site Plan:



*A larger copy of the site plan is provided in the Applicant's submittal.

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 elevation required by the Florida Building Code. The applicant will be required to demonstrate compliance with the Finished Floor Elevation requirements for developments inside of the SHHA during the building permit review process.

Height Standards

Pursuant to ZLDC Section 24-52 (D)(4) **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 floor 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 Height Allowed	Building Height Proposed	Notes
15 Stories / 150 Feet	2 Stories / 36 Feet	Complies

Parking Regulations

The following table demonstrates the project's compliance with the parking requirements listed in ZLDC Sec. 24-95 (B) Minimum Space Requirements:

Use	Formulas	Required	Provided
Shopping Center	Less than 400,000 sq. ft.: 4.0 spaces per 1,000 sq. ft.	80 Spaces	80 Spaces

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.

- **Findings:** Complies. The applicant has provided 12' sight triangles for all public streets, alleys, and accessways that intersect another public street, fence, sign, wall, or landscaping element.
 - See sheet **SP-2.0**



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.

- Sheets C-200 and C-201, 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 Section 24-119. 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)

Pursuant to Ord. Section 24-121 **Tree Removal**, an existing tree on the site having a trunk diameter of three (3) inches or greater shall not be removed or relocated without a permit from the Community Development Department of the City.

- The applicant’s tree disposition plan and schedule (Sheets DT-2 and DT-3) show that the applicant is proposing to remove 3,744.73 sq. ft. of existing canopy, preserve 1,649.32 sq. ft of existing canopy, and provide 7,414.08 sq. ft. of new canopy.
- The applicant is complying with the required number of trees by proposing:

LANDSCAPE REQUIREMENTS	Required	Existing	Proposed	Total Provided
TREES REQUIRED ON THE LOT 22 trees/net acre 7,759 sf=0.18 acre (22 x 0.18=3.96) 1 tree/each parking island	4 trees 14	1 Medjool 6 Oaks	9 Sabal palms (=3 trees) 15 Sabals (=5 trees), 2 Pigeon plum, 1 Powderpuff	4 provided 14 provided
STREET TREES 1 tree/each 25 lf of street front (power lines) 829.81'/25=33.19	34 trees (*)	0	0	0 provided
OFF STREET PARKING BUFFER ABUTING ROW 1 tree/each 30 lf (448'-53' for 2 accesses=395'/30=13) hedge Min. 30% of required trees to be native (31 x 3=9.3) Min. 50% of required trees to be low maintenance and drought resistant (31 x 5=15.5) Max. 30% of required trees to be palms Min. species required	13 trees 24" h hedge 10 native trees 16 trees max. 10 as palms	6 Oaks 7	7 Powderpuff, 6 Silver Buttonwood Cocoplum hedge 24 palms (=8 trees), 2 Pigeon 24 9 trees as palms (1 counted 1:1, 24 counted 3:1)	13 provided hedge provided provided 31 (100%) provided 9 provided
SHRUBS REQUIRED ON THE LOT 10 shrubs/each required tree Min. 30% of required shrubs to be native Min. 50% of required shrubs to be low maintenance and drought resistant Landscaped open space required - 20%	310 shrubs 93 native shrubs 155 shrubs		(+) 310 (+) 93 (+) 155 7,570 SF (13.5%)	(+) 310 provided (+) 30% provided 100% provided 13.5% provided
MITIGATION TREES			15 Sabal palms, 10 Montgomery	25 palms = 1,963.5 sq.ft

(*) VARIANCE REQUESTED

- **Findings:** Complies. The Applicant’s landscape plans were determined to be in compliance with ZLDC Article XI. 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 storm water 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.

- **Findings:** Complies. The applicant’s tree disposition plan and schedule (Sheets DT-2 and DT-3) show that the applicant is proposing to remove 3,744.73 sq. ft. of existing canopy, preserve 1,649.32 sq. ft of existing canopy, and provide 7,414.08 sq. ft. of new canopy. The applicant shall coordinate with the City’s Public Works Department for off-site tree removals (if required).

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.

Use	Current Use	Proposed Use
Potable Water Consumption	7,250 gpd	2,000 gpd
Potable Water Flow	-	-
Sanitary Sewer	7,250 gpd	2,000 gpd
Solid Waste	3,036 lbs	80 lbs
Traffic	Refer to Report	Refer to Report

- **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 the 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.
 - No residential units are being proposed.
- 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 elevation required by the Florida Building Code. The applicant will be required to demonstrate compliance with the Finished Floor Elevation requirements for developments inside 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 (if required).

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.

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: Pervious Area Variance

Pursuant to Section 24-52(D)(5) A minimum pervious area of twenty (20%) percent of the total lot area is required.

The Applicant is seeking a non-use variance to permit the allowance of a minimum pervious area of 13.5% in lieu of the required 20%.

- **Staff Recommendation:** Staff finds no objections to the pervious 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: Perimeter Buffer Variance

Pursuant to Section 24-122 (A)(1) Adjacent to any street right-of-way plus along the perimeter of all vehicular use areas there shall be a continuous buffer strip of not less than five (5) feet in width.

The Applicant is seeking a non-use variance to permit the allowance of a 0' 0" landscape buffer, where 5 feet is required.

- **Staff Recommendation:** Staff finds no objections to the perimeter buffer variance. Granting the variance will allow for the applicant to use the property as it has been platted. 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: Terminal Island Variance

Pursuant to Section 24-122 (B)(1)(a) Contiguous rows of parking spaces shall be terminated on both ends with landscaped islands not less than ten (10) feet in width (excluding curbing), and with a minimum of one (1) tree per each island.

The Applicant is seeking a non-use variance to permit the allowance of a 5' 6" landscaped island in lieu of the required 10 feet.

- **Staff Recommendation:** Staff finds no objections to the terminal island variance. Granting the variance will allow for the applicant to use the property as it has been platted. 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: Internal Island Variance

Pursuant to Section 24-122 (B)(1)(b) Landscaped interior islands shall be five (5) feet in width (excluding curbing) and not less than ninety (90) square feet each in area and shall be placed within individual rows of contiguous parking spaces so that there is not less than one (1) island for every eight (8) parking spaces.

The Applicant is seeking a non-use variance to permit the allowance of 10 contiguous parking spaces between landscaped area, instead of the required 8 parking spaces.

- **Staff Recommendation:** Staff finds no objections to the interior island variance. Granting the variance will allow for the applicant to use the property as it has been platted. 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 #5: Lot Area Variance

Pursuant to Section 24-52(D)(1) A minimum lot area of five thousand (5,000) square feet except one (1) acre for lots with frontage on SR 826 and three (3) acres for a lot with frontage on Biscayne Boulevard is required.

The Applicant is seeking a non-use variance to permit the allowance of a lot area of 1.28 acres (56,090 SF), in lieu of the required 3 acres.

- **Staff Recommendation:** Staff finds no objections to the lot area variance. Granting the variance will allow for the applicant to use the property as it has been platted. 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 #6A: Front Setback Variance (Building 1)

Pursuant to Section 24-52 (D)(3) A front setback of 25 feet is required from Biscayne Boulevard.

The Applicant is seeking a non-use variance to permit a front setback of 8' 11" for Building 1, where the Code requires 25 feet.

- **Staff Recommendation:** Staff finds no objections to the front setback variance. Granting the variance will allow for the applicant to use the property as it has been platted. 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 #6B: Front Setback Variance (Building 2)

Pursuant to Section 24-52 (D)(3) A front setback of 25 feet is required from Biscayne Boulevard.

The Applicant is seeking a non-use variance to permit a front setback of 5' 8" for Building 2, where the Code requires 25 feet.

- **Staff Recommendation:** Staff finds no objections to the front setback variance. Granting the variance will allow for the applicant to use the property as it has been platted. 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 #7A: Rear Setback Variance (Building 1)

Pursuant to Section 24-52 (D)(3) A rear setback of 20 feet is required.

The Applicant is seeking a non-use variance to permit a rear setback of 0' 0" for Building 1, where the Code requires 20 feet.

- **Staff Recommendation:** Staff finds no objections to the rear setback variance. Granting the variance will allow for the applicant to use the property as it has been platted. 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 #7B: Rear Setback Variance (Building 2)

Pursuant to Section 24-52 (D)(3) A rear setback of 20 feet is required from Biscayne Boulevard.

The Applicant is seeking a non-use variance to permit a rear setback of 0' 0" for Building 2, where the Code requires 20 feet.

- **Staff Recommendation:** Staff finds no objections to the rear setback variance. Granting the variance will allow for the applicant to use the property as it has been platted. 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 #8: Loading Space Variance

Pursuant to Section 24-97 Retail uses that have a gross floor area of 10,000 to 40,000 square feet are required to have two loading bays.

The Applicant is seeking a non-use variance to permit the allowance of two loading spaces during off business hours only (Monday-Friday 10PM to 8AM).

- **Staff Recommendation:** Staff finds no objections to the loading space variance. Granting the variance will allow for the applicant to use the property as it has been platted. 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 #9: Parking Variance

Pursuant to Section 24-95(B) Retail uses that are less than 400,000 square feet are required to have 4 parking spaces per 1,000 square feet.

The Applicant is seeking a non-use variance to permit the allowance of 80 parking spaces, in lieu of the required 104 parking spaces.

- **Staff Recommendation:** Staff finds no objections to the parking variance. Granting the variance will allow for the applicant to use the property as it has been platted. 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.

Traffic and Concurrency Regulations:

Included in the site plan review is the Traffic Methodology Letter prepared by Simmons and White, for the applicant, dated July 03rd, 2024 and revised on August 12th, 2024. The study evaluates the traffic impacts resulting from the proposed development. The analysis evaluates the existing traffic conditions and future conditions with and without project traffic during the adjacent roadway's AM and PM peak hours.

The study included a review of the following:

- Trip Generation Analysis
- Traffic Analysis
- Driveway Analysis

The Traffic Study determined:

- The proposed development will generate 653 net daily trips, 28 net A.M. peak hour trips and 80 net P.M. peak hour trips. Based on the findings of this report, the surrounding roadway network will continue to meet acceptable Level of Service standards inclusive of the proposed development.

The City's concurrency and traffic engineering consultant the Corradino Group reviewed the Applicant's Site Plan Traffic Assessment based on the updated development plan. They determined that all traffic-related comments were satisfactorily addressed, and the following conditions apply:

1. The applicant must address all requirements from FDOT as outlined in the meeting minutes from the pre-application meeting dated 05/08/24.
2. The applicant must provide a letter from FEC Railroad acknowledging with no objection to the 174 Shoppes project, which is adjacent to their Right-of-Way.
3. The applicant will provide an updated traffic impact study that includes a new traffic operational analysis for the future conditions with the project scenario at the West Dixie Highway/NE 22nd Avenue and NE 172nd Street signalized intersection. This intersection is incorporated into the Miami Dade County DTPW Project #20140020. The applicant must update the intersection capacity analysis results in the related tables in the updated traffic impact study.

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.

Public Notices:

- ✓ Public notice was posted to the property by August 30th, 2024 for the Planning and Zoning Board.
- ✓ Public notice was posted to the property by October 10th, 2024 for the City Commission 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 24-52(D)(5) TO ALLOW FOR A MINIMUM PERVIOUS AREA OF 13.5%, IN LIEU OF THE REQUIRED 20%; APPROVING/DENYING A VARIANCE FROM SECTION 24-122(A)(1), TO ALLOW FOR A 0' 0" LANDSCAPE BUFFER, WHERE FIVE (5) FEET IS REQUIRED; APPROVING/DENYING A VARIANCE FROM SECTION 24-122(B)(1)(a), TO ALLOW FOR A 5' 6" LANDSCAPED ISLAND, IN LIEU OF THE TEN (10) FEET REQUIRED; APPROVING/DENYING A VARIANCE FROM SECTION 24-122(B)(1)(b), TO ALLOW FOR TEN (10) CONTIGUOUS PARKING SPACES BETWEEN LANDSCAPED AREA, IN LIEU OF THE REQUIRED EIGHT (8) PARKING SPACES; APPROVING/DENYING A VARIANCE FROM SECTION 24-52(D)(1), TO ALLOW FOR A LOT AREA OF 1.28 ACRES (56,090 SF), IN LIEU OF THE REQUIRED THREE (3) ACRES; APPROVING/DENYING A VARIANCE FROM SECTION 24-52(D)(3), TO PERMIT A FRONT SETBACK OF 8' 11" FOR BUILDING 1, IN LIEU OF THE REQUIRED TWENTY-FIVE (25) FEET; APPROVING/DENYING A VARIANCE FROM SECTION 24-52(D)(3), TO PERMIT A FRONT SETBACK OF 5' 8" FOR BUILDING 2, IN LIEU OF THE REQUIRED TWENTY-FIVE (25) FEET; APPROVING/DENYING A VARIANCE FROM SECTION 24-52(D)(3), TO ALLOW FOR A REAR SETBACK OF 0' 0" FOR BUILDING 1, IN LIEU OF THE REQUIRED TWENTY (20) FEET; APPROVING/DENYING A VARIANCE FROM SECTION 24-52(D)(3), TO PERMIT A REAR SETBACK OF 0' 0" FOR BUILDING 2, IN LIEU OF THE REQUIRED TWENTY (20) FEET; APPROVING/DENYING A VARIANCE FROM SECTION 24-97, TO PERMIT THE ALLOWANCE OF TWO LOADING SPACES DURING OFF BUSINESS HOURS ONLY; APPROVING/DENYING A VARIANCE FROM SECTION 24-95(B), TO PERMIT THE ALLOWANCE OF EIGHTY (80) PARKING SPACES, IN LIEU OF THE REQUIRED ONE HUNDRED AND FOUR (104) SPACES REQUIRED; AND APPROVING/DENYING THE SITE PLAN APPLICATION WITH CONDITIONS FOR THE CONSTRUCTION OF AN EIGHT THOUSAND EIGHT HUNDRED AND THIRTY SEVEN (8,837) SQUARE FOOT (PHASE 01), ELEVEN THOUSAND ONE HUNDRED AND SIXTY THREE (11,163) SQUARE FOOT (PHASE 02) AND THREE THOUSAND FOUR HUNDRED AND TWENTY SIX (3,426) SQUARE FOOT (PHASE 03) SHOPPING CENTER COMPRISED OF TWO BUILDINGS TOTALING TWENTY THREE THOUSAND FOUR HUNDRED AND TWENTY SIX (23,426) SQUARE FEET, ELEVEN (11) INDEPENDENT BAYS, AND EIGHTY (80) PARKING SPACES, LOCATED AT 17450 BISCAYNE BOULEVARD; 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, Martin Djmal, on behalf of MTV 55, LLC. (the “Applicant”), requests site plan approval and ten (10) non-use variances to construct a twenty-thousand (20,000) square foot shopping center comprised of two buildings, eleven (11) independent bays, and eighty (80) parking spaces on a 1.28-acre parcel located at 17450 Biscayne Boulevard; 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 24-52(D)(5), to allow for a minimum pervious area of 13.5%, in lieu of the required twenty percent (20%); and

WHEREAS, the Applicant requests a non-use variance from Section 24-122(A)(1), to allow for a 0’ 0” landscape buffer, where five (5) feet is required; and

WHEREAS, the Applicant requests a non-use variance from Section 24-122(B)(1)(a), to allow for a 5’ 6” landscaped island, in lieu of the ten (10) feet required; and

WHEREAS, the Applicant requests a non-use variance from Section 24-122(B)(1)(b), to allow for ten (10) contiguous parking spaces between landscaped area, in lieu of the required eight (8) parking spaces; and

WHEREAS, the Applicant requests a non-use variance from Section 24-52(D)(1), to allow for a lot area of 1.28 acres (56,090 SF), in lieu of the required three (3) acres; and

WHEREAS, the Applicant requests a non-use variance from Section 24-52(D)(3), to allow for a front setback of 8’ 11” for building 1, in lieu of the required twenty-five (25) feet; and

WHEREAS, the Applicant requests a non-use variance from Section 24-52(D)(3), to allow for a front setback of 5’ 8” for building 2, in lieu of the required twenty-five (25) feet; and

WHEREAS, the Applicant requests a non-use variance from Section 24-52(D)(3), to allow for a rear setback of 0’ 0” for building 1, in lieu of the required twenty (20) feet; and

WHEREAS, the Applicant requests a non-use variance from Section 24-52(D)(3), to allow for a rear setback of 0’ 0” for building 2, in lieu of the required twenty (20) feet; and

WHEREAS, the Applicant requests a non-use variance from Section 24-97, to permit the allowance of two loading spaces during off-business hours only; and

WHEREAS, the Applicant requests a non-use variance from Section 24-95(B), to permit the allowance of eighty (80) parking spaces, in lieu of the required one hundred and four (104) spaces; and

WHEREAS, after a duly noticed public hearing held on September 9th, 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 nine (9) 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 ten (10) non-use variances as specified herein and in the Application for the proposed construction of an eight thousand eight hundred and thirty seven (8,837) square foot (Phase 01), eleven thousand one hundred and sixty three (11,163) square foot (Phase 02) and three thousand four hundred and twenty six (3,426) square foot (Phase 03) shopping center comprised of two buildings, eleven (11) independent bays, and eighty (80) parking spaces on a 1.28-acre parcel, legally described in Exhibit “A,” is hereby approved, subject to the following conditions:

Project Conditions:

The conditions of approval for this site plan are binding on the Applicant, the property owners, operators, and all successors in interest.

1. The applicant must address all requirements from FDOT as outlined in the meeting minutes from the pre-application meeting dated 05/08/24.
2. The applicant must provide a letter from FEC Railroad acknowledging with no objection to the 174 Shoppes project, which is adjacent to their Right-of-Way.
3. The applicant will provide an updated traffic impact study that includes a new traffic operational analysis for the future conditions with the project scenario at the West Dixie Highway/NE 22nd Avenue and NE 172nd Street signalized intersection. This intersection is incorporated into the Miami Dade County DTPW Project #20140020. The applicant must update the intersection capacity analysis results in the related tables in the updated traffic impact study.

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 24-20.
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 24-52(D)(5) 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 24-52(D)(5) to allow for a minimum pervious area of 13.5%, in lieu of the required twenty percent (20%), 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 24-122(A)(1) 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 24-122(A)(1) to allow for a 0' 0" landscape buffer, where five (5) 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 24-122(B)(1)(a) 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 24-122(B)(1)(a) to allow for a 5' 6"

landscaped island, in lieu of the ten (10) feet 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 24-122(B)(1)(b) 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 24-122(B)(1)(b), to allow for ten (10) contiguous parking spaces between landscaped area, in lieu of the required eight (8) parking spaces, 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. Non-Use Variance from Section 24-52(D)(1) 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 24-52(D)(1), to allow for a lot area of 1.28 acres (56,090 SF), in lieu of the required three (3) acres, 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 9. Non-Use Variance from Section 24-52(D)(3): Building 1 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 24-52(D)(3), to allow for a front setback of 8' 11" for building 1, in lieu of the required twenty-five (25) feet, 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 10. Non-Use Variance from Section 24-52(D)(3): Building 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 24-52(D)(3) to allow for a front setback of 5' 8" for building 2, in lieu of the required twenty-five (25) feet, 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 11. Non-Use Variance from Section 24-52(D)(3): Building 1 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 24-52(D)(3) to allow for a rear setback of 0' 0" for building 1, in lieu of the required twenty (20) feet, 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 12. Non-Use Variance from Section 24-52(D)(3): Building 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 24-52(D)(3) to allow for a rear setback of 0' 0" for building 2, in lieu of the required twenty (20) feet, 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 13. Non-Use Variance from Section 24-97 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 24-97 to permit the allowance of two

loading spaces during off business hours only, 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 14. Non-Use Variance from Section 24-95(B) 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 24-95(B) to permit the allowance of eighty (80) parking spaces, in lieu of the required one hundred and four (104) spaces, 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 15. 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 16. 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 17. Conflicts. All resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 18. 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: 07-2209-009-0090

PARCEL A:

THE NORTH 100 FEET OF TRACT "C" OF MAULE FEDERAL HIGHWAY INDUSTRIAL SITES,
AS RECORDED IN PLAT BOOK 46, PAGE 55, OF
THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

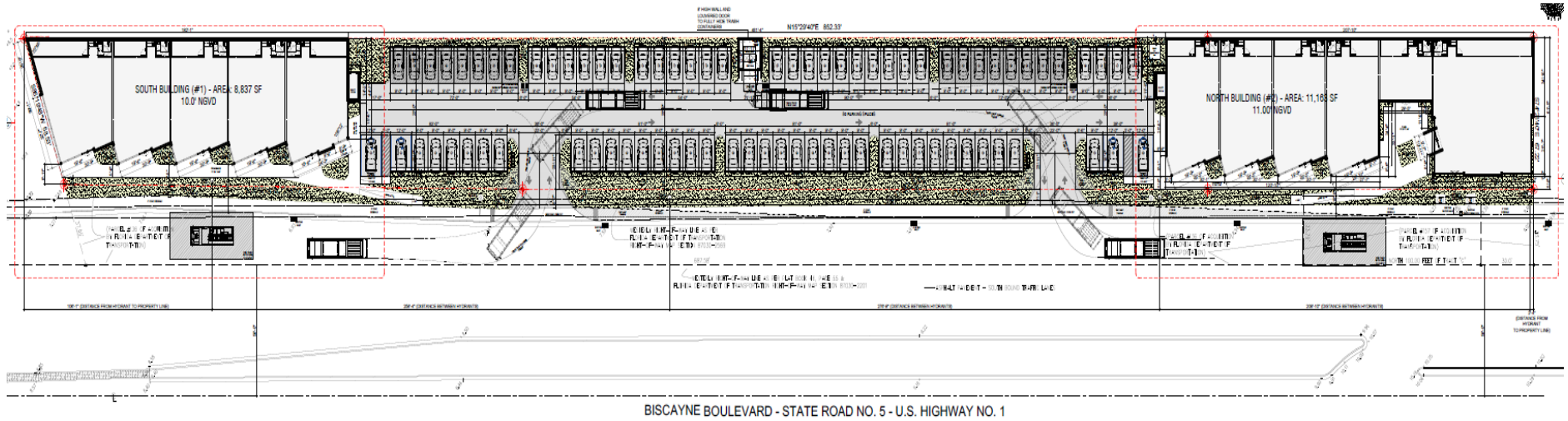
AND INCLUDING:

THE SOUTH 30 FEET OF THE FOLLOWING DESCRIBED PROPERTY: BEGINNING AT A
POINT IN THE WESTERLY RIGHT-OF-WAY LINE OF
STATE ROAD #4, ACCORDING TO A MAP THEREOF, RECORDED IN PLAT BOOK 10, PAGE
61, OF THE PUBLIC RECORDS OF MIAMI-DADE
COUNTY, FLORIDA, THE SAID POINT OF BEGINNING BEING 101.54 FEET
SOUTHWESTERLY FROM THE INTERSECTION OF THE NORTH LINE
OF GOVERNMENT LOT #4 OF SECTION 9, TOWNSHIP 52 SOUTH, RANGE 42 EAST, WITH THE
WESTERLY RIGHT-OF-WAY LINE OF THE
SAID STATE ROAD #4 (SAID 101.54 FEET BEING AS MEASURED ALONG THE WESTERLY
RIGHT-OF-WAY LINE); RUN THENCE
NORTHWESTERLY AT RIGHT ANGLES TO THE SAID WESTERLY RIGHT-OF-WAY LINE OF
STATE ROAD #4, A DISTANCE OF 100.83 FEET,
MORE OR LESS, TO A POINT IN THE EASTERLY RIGHT-OF-WAY LINE OF THE FLORIDA
EAST COASTAL RAILWAY; RUN THENCE
NORTHEASTERLY ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID FLORIDA EAST
COAST RAILWAY A DISTANCE OF 150 FEET TO A
POINT; THENCE RUN SOUTHEASTERLY 100.89 FEET, MORE OR LESS, TO A POINT IN THE
WESTERLY RIGHT-OF-WAY LINE OF SAID STATE
ROAD #4, THE SAID POINT BEING 48.46 FEET
NORTHEASTERLY FROM THE INTERSECTION OF SAID WESTERLY RIGHT-OF-WAY LINE
WITH THE SOUTH LINE OF GOVERNMENT LOT #3 OF
THE ABOVE MENTIONED SECTION 9, AND AS MEASURED ALONG SAID WESTERLY
RIGHT-OF-WAY LINE; RUN THENCE SOUTHWESTERLY
ALONG THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD #4, A DISTANCE OF 150
FEET TO THE POINT AND PLACE OF BEGINNING.

PARCELB:

TRACT "C", LESS THE NORTH 100 FEET, MAULE FEDERAL HIGHWAY INDUSTRIAL SITES,
AS RECORDED IN PLAT BOOK 46, PAGE 55, OF
THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, LESS THE SOUTH 600 FEET
AS MEASURED ALONG THE EAST LINE OF SAID
TRACT "C".

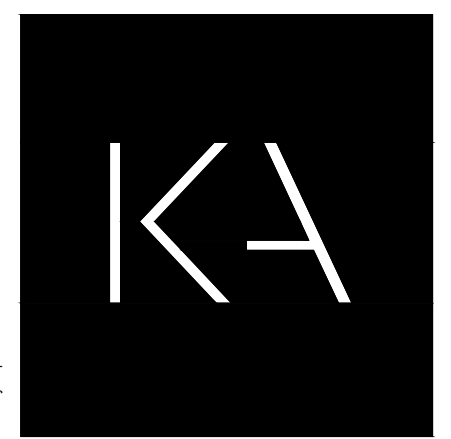
Exhibit "B"
SITE PLAN



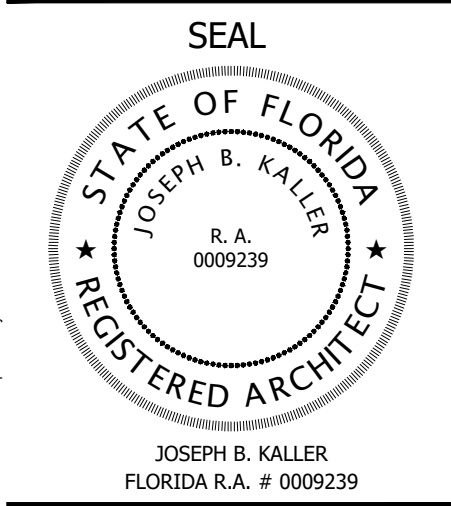
RESOLUTION NO. XX-XX

17450 BISCAYNE BLVD. SHOPPES

NORTH MIAMI BEACH, FL. 33162



KallerArchitecture
 AA# 26001212
 2417 Hollywood Blvd.
 Hollywood Florida 33020
 954.920.5746
 joseph@kallerarchitects.com
 www.kallerarchitects.com



17450 BISCAYNE BLVD. SHOPPES
 NORTH MIAMI BEACH, FL. 33162

- PERMITS:** CONTRACTOR SHALL CONTAIN IN THEIR BID AS WELL AS SECURE ALL NECESSARY BUILDING PERMITS, NOT LIMITED, ROOFING, PLUMBING, ELECTRICAL, MECHANICAL, OCCUPANCY AND OTHER PERMITS, AT HIS EXPENSE, SO THAT THE OWNER CAN OBTAIN HIS / HER CERTIFICATE OF OCCUPANCY.
- QUALIFICATION OF CONTRACTOR:** THE GENERAL CONTRACTOR AND ALL SUB- CONTRACTORS SHALL BE LICENSED BY THE STATE OF FLORIDA, AS WELL AS THE COUNTY AND BE INSURED TO MEET THE REQUIREMENTS OF MIAMI DADE COUNTY.
- OWNER SHALL HAVE THE RIGHT OF APPROVAL OR REJECTION OF ALL SUBCONTRACTORS PRIOR TO SIGNING THE CONTRACT. GENERAL CONTRACTOR SHALL SUBMIT A LIST OF ALL PROPOSED SUBCONTRACTORS AND SUPPLIERS TO THE OWNER FOR THIS PURPOSE.
- EXISTING CONDITIONS:** CONTRACTOR BY AND THROUGH SUBMISSION OF HIS BID, AGREES THAT HE SHALL BE HELD RESPONSIBLE FOR HAVING EXAMINED THE SITE, THE PROPOSED PLANS, THE LOCATION OF ALL PROPOSED WORK AND FOR HAVING SATISFIED HIMSELF FROM HIS OWN PERSONAL KNOWLEDGE AND EXPERIENCE OR PROFESSIONAL ADVICE AS TO THE CHARACTER AND LOCATION OF THE SITE, THE NATURE OF EXISTING CONDITIONS, THE LOCATION OF EXISTING UTILITIES AND ANY OTHER CONDITIONS SURROUNDING AND AFFECTING THE WORK, ANY OBSTRUCTIONS, AND ALL OTHER PHYSICAL CHARACTERISTICS OF THE SITE, IN ORDER THAT HE MAY INCLUDE IN HIS PRICE ALL COSTS PERTAINING TO THE WORK AND THEREBY PROVIDE FOR THE SATISFACTORY COMPLETION OF ANY OBJECTS OR OBSTRUCTION WHICH MAY BE ENCOUNTERED IN DOING THE PROPOSED WORK.
- ALL MEASUREMENTS AND DIMENSIONS MUST BE VERIFIED BY THE CONTRACTOR IN THE FIELD, THE DIMENSIONS SHOWN ARE AS ACCURATE AS THE BASE BUILDING DOCUMENTS PERMIT. ANY DISCREPANCIES MUST BE BROUGHT TO THE ATTENTION OF THE ARCHITECT IMMEDIATELY PRIOR TO THE COMMENCEMENT OF WORK. DO NOT SCALE DRAWINGS- USE DIMENSIONS ONLY. LARGE SCALE DRAWINGS SHALL GOVERN OVER SMALL. IF DIMENSIONS ARE NOT DESIGNATED ON THE PLANS, AT IS THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THEM WITH THE ARCHITECT.
- COMPLY AT ALL TIMES WITH REQUIREMENTS OF THE FLORIDA BUILDING CODE, LIFE AND SAFETY CODE (N.F.P.A. 101), AND ALL LOCAL CODES AND ORDINANCES.
- SHOP DRAWINGS:** THE CONTRACTOR SHALL SUBMIT ONE COPY ON REPRODUCIBLE SEPIA AND FOUR (4) HARD COPIES OF ALL REQUIRED SHOP DRAWINGS CALLED FOR ON THE DRAWINGS OR REQUIRED BY BUILDING OFFICIALS TO THE ARCHITECT IN SUFFICIENT TIME TO BE REVIEWED AND PROCESSED SO AS TO CAUSE NO TIME DELAY IN THE CONSTRUCTION SEQUENCE.
- PROTECTION:** THE CONTRACTOR SHALL PROTECT ADJACENT PARTS OF EXISTING BUILDINGS FROM DAMAGE DURING ALL PHASES OF CONSTRUCTION, AND BE LIABLE FOR SAME.
- WORKMANSHIP:** ALL MATERIALS AND EQUIPMENT SPECIFIED SHALL BE NEW AND ALL WORKMANSHIP SHALL BE FIRST CLASS FOLLOWING THE MANUFACTURERS SPECIFICATIONS ALONG WITH THE BEST TRADE PRACTICES AND STANDARDS.
- ALL WORK TO BE GUARANTEED AGAINST POOR WORKMANSHIP AND DEFECTS.
- THE GENERAL CONTRACTOR SHALL FURNISH ALL LABOR, MATERIALS AND EQUIPMENT (UNLESS OTHERWISE NOTED) REQUIRED FOR THE COMPLETION OF THE JOB IN ACCORDANCE WITH THESE DRAWINGS.
- CLEAN UP ALL RUBBISH, REFUSE, SCRAP MATERIALS AND DEBRIS CAUSED BY THIS PROJECT AT THE END OF EACH DAY AND INSURE THAT THE SITE OF WORK SHALL PRESENT A NEAT ORDERLY AND WORKMANLIKE APPEARANCE.
- GENERAL CONTRACTOR SHALL PRESENT THE JOB TO THE OWNER FOR ACCEPTANCE, CLEANED AND READY FOR OCCUPANCY. ALL GLASS SHALL BE CLEANED AND POLISHED, FLOORS SWEEPED BROOM CLEAN, CARPETS VACUUMED, FIXTURES WASHED AND ALL LABELS REMOVED.
- STORE MATERIALS IN A SAFE AND APPROVED LOCATION, COMPLY WITH ALL REGULATIONS GOVERNING THE NEIGHBORHOOD AS TO MINIMIZE INTERRUPTIONS AND/ OR INTERFERENCE WITH ANY OF THE SURROUNDING OPERATIONS.
- ALL WOOD IN CONTACT WITH MASONRY SHALL BE PRESSURE TREATED.

OWNER
 MTV 55, LLC
 MAILING - 19790 W DIXIE HWY. UNIT 410
 MIAMI, FL, 33180
 MARTIN D.MAL
 786-285-1128

ARCHITECT
 JOSEPH B. KALLER & ASSOCIATES P.A.
 JOSEPH B. KALLER
 2417 HOLLYWOOD BLVD
 HOLLYWOOD, FLORIDA 33020
 P 954.920.5746
 F 954.926.2841

CIVIL ENGINEER
 OCEAN ENGINEERING, Inc.
 WALTER LUGO
 8101 BISCAYNE BLVD. SUITE 508
 MIAMI, FL 33138
 P 786.518.2008

TRAFFIC ENGINEER
 SIMMONS & WHITE, Inc.
 BRYAN G. KELLEY, P.E.
 2581 METROCENTRE BLVD WEST, STE 3
 WEST PALM BEACH, FL 33407
 P 561.478.7848

LANDSCAPE ARCHITECT
 THE MIRROR OF PARADISE, Inc.
 GABRIELA FOUT, ASLA, RLA
 2700 E OAKLAND PARK BLVD SUITE C, FORT
 LAUDERDALE, FL 33306
 P 954.478.3064

ARCHITECTURE

- PH-1.1 PHOTOMETRIC PLAN & LIGHTING DATA
- PH-1.2 PHOTOMETRIC SPECS.
- R-1.0 AERIAL VIEW RENDERING
- R-1.1 RENDERING
- R-1.2 RENDERING
- R-1.3 RENDERING
- R-1.4 RENDERING
- R-1.5 RENDERING
- R-1.6 RENDERING
- R-1.7 RENDERING
- SP-1.0 SITE PLAN PHASE 01
- SP-2.0 SITE PLAN PHASE 02
- SP-3.0 SITE AND PARKING STRIPING DETAILS
- SP-4.0 TEMPORARY FENCING PLAN
- A-1.1 GROUND FLOOR SOUTH BUILDING (BUILDING #1)
- A-1.2 GROUND FLOOR NORTH BUILDING (BUILDING #2)
- A-1.3 ROOF PLAN SOUTH BUILDING (BUILDING #1)
- A-1.4 ROOF PLAN NORTH BUILDING (BUILDING #2)
- A-2.1 ELEVATIONS SOUTH BUILDING (BUILDING #1)
- A-2.2 ELEVATIONS PHASE 01 NORTH BUILDING (BUILDING #2)
- A-2.3 ELEVATIONS PHASE 02 NORTH BUILDING (BUILDING #2)

ADDRESS:
 17450 BISCAYNE BLVD
 NORTH MIAMI BEACH, FL. 33162

PROPERTY OWNER:
 MTV 55, LLC

MAILING - 19790 W DIXIE HWY. UNIT 410
 MIAMI, FL, 33180
 MARTIN D.MAL
 786-285-1128

FOLIO#
 07-2209-009-090

LEGAL DESCRIPTION

PARCEL 1:
 THE NORTH 100 FEET OF TRACT "C" OF MAJLE FEDERAL HIGHWAY INDUSTRIAL SITES AS RECORDED IN PLAT BOOK 46, PAGE 55, OF THE PUBLIC RECORDS OF MIAMI DADE COUNTY, FLORIDA, AND INCLUDING:
 THE SOUTH 30 FEET OF THE FOLLOWING DESCRIBED PROPERTY BEGINNING AT A POINT IN THE WESTERN RIGHT-OF-WAY LINE OF STATE ROAD 11, ACCORDING TO A MAP THEREOF, RECORDED IN PLAT BOOK 16, PAGE 61, OF THE PUBLIC RECORDS OF MIAMI DADE COUNTY, FLORIDA, THE SAID POINT OF BEGINNING BEING 101.54 FEET SOUTHWESTERLY FROM THE INTERSECTION OF THE NORTH LINE OF GOVERNMENT LOT #1 OF SECTION 10, TOWNSHIP 22 SOUTH, RANGE 42 EAST, WITH THE WESTERN RIGHT-OF-WAY LINE OF THE SAID STATE ROAD 11 SAID 101.54 FEET BEING AS MEASURED ALONG THE WESTERN RIGHT-OF-WAY LINE, RUN THENCE NORTHWESTERLY AT RIGHT ANGLES TO THE SAID WESTERN RIGHT-OF-WAY LINE OF STATE ROAD 11 A DISTANCE OF 100.00 FEET, MORE OR LESS, TO A POINT IN THE EASTERN RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILROAD, RUN THENCE NORTHEASTERLY ALONG THE EASTERN RIGHT-OF-WAY LINE OF SAID FLORIDA EAST COAST RAILROAD A DISTANCE OF 150 FEET TO A POINT, THENCE RUN S 10°28'47" E, 100.00 FEET, MORE OR LESS, TO A POINT IN THE WESTERN RIGHT-OF-WAY LINE OF SAID STATE ROAD 11, THE SAID POINT BEING 48.48 FEET NORTHWESTERLY FROM THE INTERSECTION OF SAID WESTERN RIGHT-OF-WAY LINE WITH THE SOUTH LINE OF GOVERNMENT LOT #1 OF THE ABOVE MENTIONED SECTION 10, AND AS MEASURED ALONG SAID WESTERN RIGHT-OF-WAY LINE, RUN THENCE SOUTHWESTERLY ALONG THE WESTERN RIGHT-OF-WAY LINE OF STATE ROAD 11 A DISTANCE OF 150 FEET TO THE POINT AND PLACE OF BEGINNING.

LESS AND EXCEPT:
PARCEL 1B:
 COMMENCE AT THE NORTHWEST CORNER OF SAID TRACT "C", SAID POINT BEING ON THE EAST RIGHT-OF-WAY LINE OF FLORIDA EAST COAST RAILROAD, THENCE N 10°28'47" E, ALONG THE EAST RIGHT-OF-WAY LINE OF FLORIDA EAST COAST RAILROAD FOR A DISTANCE OF 30.00 FEET, THENCE RUN S 10°28'47" E, FOR A DISTANCE OF 82.02 FEET TO THE POINT OF BEGINNING, THENCE CONTINUE S 10°28'47" E, FOR A DISTANCE OF 33.75 FEET TO A POINT OF INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF STATE ROAD 11, AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION NO. 10330-0201, THENCE RUN N 10°28'47" W, ALONG THE WEST RIGHT-OF-WAY LINE OF STATE ROAD 11, FOR A DISTANCE OF 100.00 FEET TO A POINT, THENCE RUN N 10°28'47" W, FOR A DISTANCE OF 33.75 FEET TO A POINT, THENCE RUN N 10°28'47" E, FOR A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:
PARCEL 2:
 TRACT "C" LESS THE NORTH 100 FEET, MAJLE FEDERAL HIGHWAY INDUSTRIAL SITES AS RECORDED IN PLAT BOOK 46, PAGE 55, OF THE PUBLIC RECORDS OF MIAMI DADE COUNTY, FLORIDA, LESS THE SOUTH 800 FEET AS MEASURED ALONG THE EAST LINE OF SAID TRACT "C".

LESS AND EXCEPT:
PARCEL 1B:
 COMMENCE AT THE NORTHWEST CORNER OF SAID TRACT "C", SAID POINT BEING ON THE EAST RIGHT-OF-WAY LINE OF FLORIDA EAST COAST RAILROAD, THENCE N 10°28'47" E, ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 100.00 FEET TO A POINT, THENCE RUN S 10°28'47" E, ALONG A LINE 100.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID TRACT "C", A DISTANCE OF 81.94 FEET TO THE POINT OF BEGINNING, THENCE CONTINUE S 10°28'47" E, ALONG SAID LINE 100.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID TRACT "C" FOR A DISTANCE OF 33.75 FEET TO A POINT OF INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF STATE ROAD 11, AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION NO. 10330-0201, THENCE RUN S 10°28'47" W, ALONG SAID WEST RIGHT-OF-WAY LINE OF STATE ROAD 11, FOR A DISTANCE OF 80.00 FEET TO A POINT, THENCE RUN S 81°04'14" W, FOR A DISTANCE OF 37.36 FEET TO A POINT, THENCE RUN N 10°28'47" E, FOR A DISTANCE OF 268.89 FEET TO A POINT, THENCE RUN N 10°28'47" E, FOR A DISTANCE OF 440.79 FEET TO A POINT OF BEGINNING.

BUILDING CODES:
 FLORIDA BUILDING CODE 2023 8th EDITION
 NFPA 101, LIFE SAFETY CODE, 2024 EDITION
 NFPA 1, FIRE CODE, 2024 EDITION
 CITY OF NORTH MIAMI BEACH ZONING CODE

JURISDICTION:
 CITY OF NORTH MIAMI BEACH
 MIAMI DADE COUNTY
 STATE OF FLORIDA

PROJECT TITLE

SHEET TITLE

TRAD PACKAGE TITLE SHEET

MEETING DATES

BOARD/ COMMITTEE	DATE	DESCRIPTION
TRAD	07.05.24	TECH. REVIEW

This drawing, as an instrument of service, is and shall remain the property of the Architect and shall not be reproduced, published or used in any way without the permission of the Architect.

PROJECT No.: 23101
 DATE: 08.22.24
 DRAWN BY: SCHIFFINO
 CHECKED BY: JBK

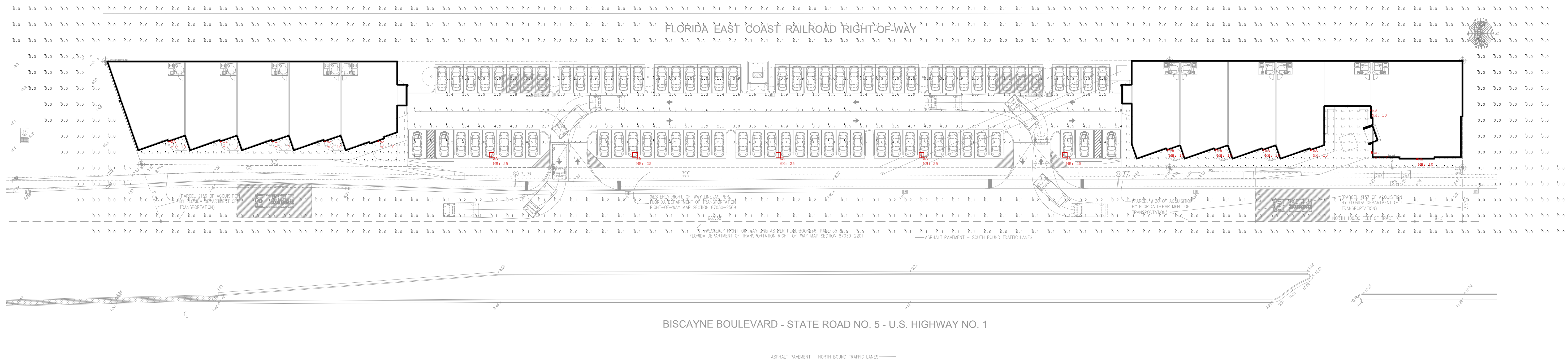
SHEET

T-1.0

WEST DIXIE HIGHWAY - STATE ROAD NO. 909

FLORIDA EAST COAST RAILROAD RIGHT-OF-WAY

BISCAYNE BOULEVARD - STATE ROAD NO. 5 - U.S. HIGHWAY NO. 1



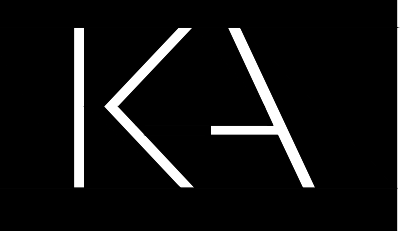
NOTE:
 INTENSITY OF ILLUMINATION TO COMPLY WITH CODE SECTION
 Sec.24-93(G)(2). AVERAGE ILLUMINATION INTENSITY OF ONE (1) FOOT
 CANDLE EQUAL TO ONE (1) LUMEN PER SQUARE FOOT.
 ALL LIGHTING SHALL BE ORIENTED AS TO PREVENT ANY DIRECT
 GLARE OR NUISANCE OF ANY KIND ON OR TO ADJACENT PROPERTIES
 OR PUBLIC RIGHTS-OF-WAY.

1 PHOTOMETRIC PLAN
 1/32" = 1'-0"

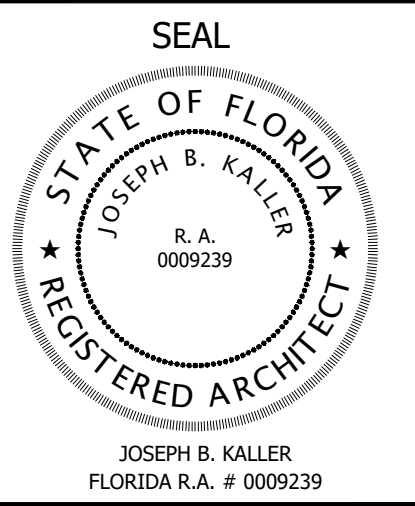
Luminaire Schedule									
Symbol	Qty	Label	Arrangement	Description	LLF	Luminaire Lumens	Luminaire Watts	Total Watts	
	2	WB	Single	Cree Lighting OSQW-C-2L-40K7-4M-XX-WM-XX	0.900	2550	16	32	
	10	WA	Single	Cree Lighting OSQW-C-2L-40K7-2M-XX-WM-XX	0.900	2550	16	160	
	5	SA	Single	Cree Lighting OSQL-C-30L-40K7-4B-XX-NM-XX	0.900	18000	175	875	

Calculation Summary								
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min	
Building North	Illuminance	Fc	2.50	5.1	0.5	5.00	10.20	
Building South	Illuminance	Fc	3.12	5.9	0.5	6.24	11.80	
Off Property	Illuminance	Fc	0.05	0.2	0.0	N.A.	N.A.	
Parking and Drive Lanes	Illuminance	Fc	2.47	5.1	0.6	4.12	8.50	

2 LIGHTING DATA
 N.T.S.



KallerArchitecture
 AAF# 26001212
 2417 Hollywood Blvd.
 Hollywood Florida 33020
 954.920.5746
 joseph@kallerarchitects.com
 www.kallerarchitects.com



PROJECT TITLE
17450 BISCAYNE BLVD. SHOPS
 NORTH MIAMI BEACH, FL. 33162

SHEET TITLE
TRAD PACKAGE PHOTOMETRIC PLAN & LIGHTING DATA

MEETING DATES		
BOARD/ COMMITTEE	DATE	DESCRIPTION
TRAD	07.05.24	TECH. REVIEW

This drawing, as an instrument of service, is and shall remain the property of the Architect and shall not be reproduced, published or used in any way without the permission of the Architect.

PROJECT No.: 23101
 DATE: 08.22.24
 DRAWN BY: SCHIFFINO
 CHECKED BY: JBK

SHEET

PH-1.1

KALLER ARCHITECTURE, ALL RIGHTS RESERVED © 2018

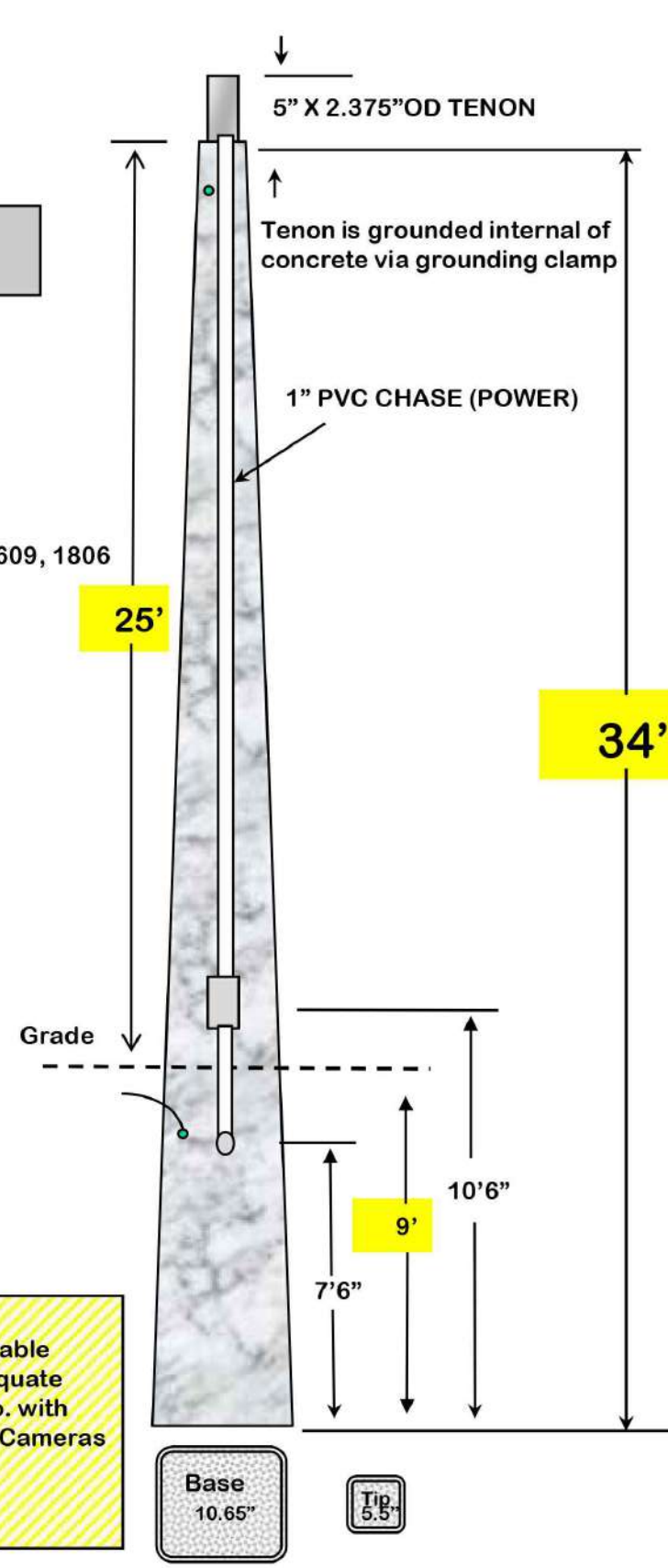
Utilities Structures Inc.

1.800.706.POLE
 US134TUS-10676

Prestressed Concrete Pole

- Pole Weight = 2,180lbs
- Wind speed = 175mph Vult
- Exposure "C"
- Risk Category II
- Gust Factor = 1.2
- Load factor = 1.3
- 7th Edition 2020, 2023 FBC 1620 HVHZ, 1609, 1806
- ASCE 7-22
- Min. Brk. Strength = 1,800#
- Concrete = 7,500psi @ 28 days
- Grd. Wire = #6 str. copper
- Strand = 1/2" @ 70% Ultimate
- Tenon = 2.375 x 5"

MP STRUCTURES RUTH POWELL P.E., S.E.

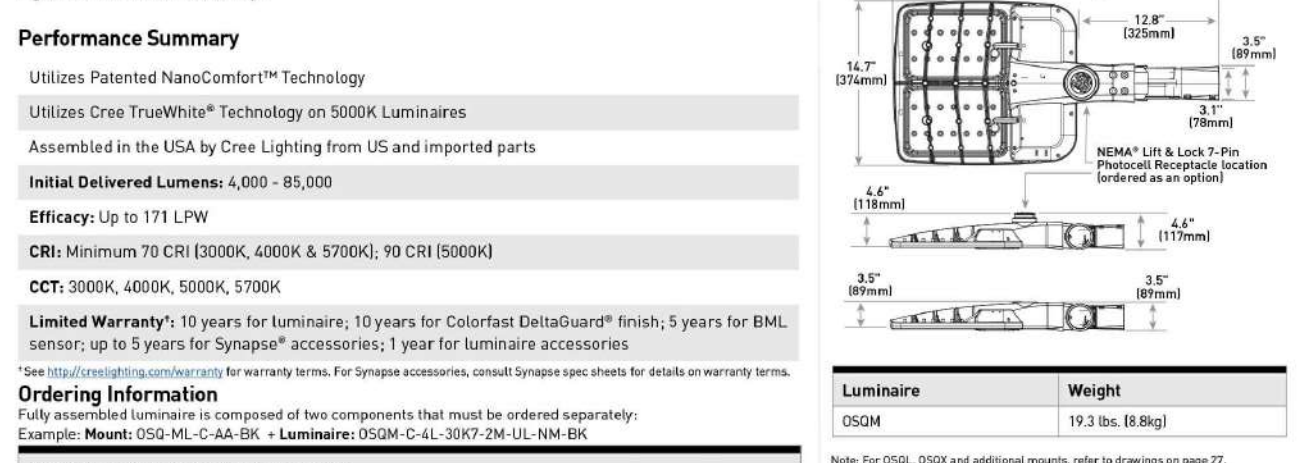


PROJECT:
 This pole embedded 9' in to soils with an allowable Passive pressure of 300pcf is structurally adequate to resist the local wind speeds Miami-Dade Co. with The 4.0sqft epa attached inclusive of Lights & Cameras

OSQ Series

OSQ™ LED Area/Flood Luminaire featuring Patented NanoComfort™ Technology - Version C

Product Description
 The OSQ™ Area/Flood luminaire blends extreme optical control, advanced thermal management and modern, clean aesthetics. Built to last, the housing is rugged cast aluminum with an integral, weathering LED driver compartment. Versatile mounting configurations offer simple installation. Its slim, low profile design minimizes wind load requirements and blends seamlessly into the site providing even, quality illumination. Medium is suitable upgrade for HID applications up to 400 Watts. Large is suitable upgrade for HID applications up to 1000 Watts. Extra Large is suitable upgrade for HID applications up to multiple 1000 Watts.
Applications: Parking lots, walkways, campuses, car dealerships, office complexes, pickleball courts, high-mast and internal roadways.

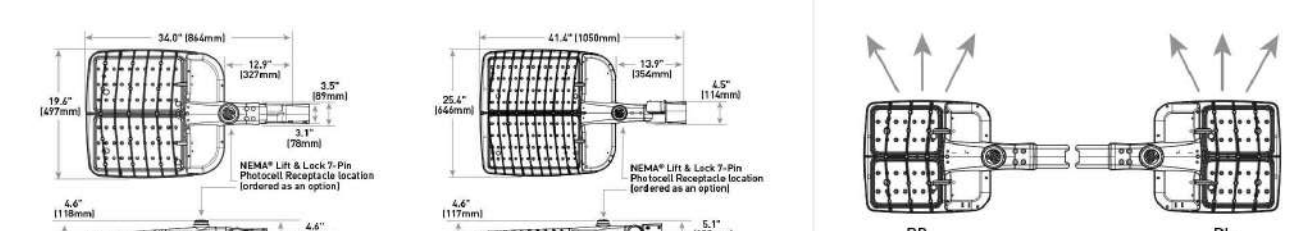


OSQ	MUST SPECIFY	MUST SPECIFY
Initial Delivered Lumens: 4,000 - 85,000	Efficiency: Up to 171 LPW	CRB: Minimum 70 CRI (2700K, 3000K, 4000K & 5700K), 90 CRI (5000K)
CCT: 2700K, 3000K, 4000K, 5000K, 5700K	LED Warranty: 10 years for luminaire; 10 years for Colorfast DataBackup® finish; 5 years for BML sensor; up to 5 years for Synapse® accessories; 1 year for luminaire accessories	Ordering Information: Fully assembled luminaire is composed of fast components that must be ordered separately. Example Mount: OSQ-XX-C-AA-XX - Luminaire: OSQ-XX-C-L-30W-2M-UL-XX-XX

Family	Size	Series	Lumen Package*	CCT/CRI	Optic	Voltage	Mounting	Finish	Controls**	Options
OSQ	L	AA	2,300 lumens	2700, 3000, 4000, 5000, 5700	Universal	UL	Universal	Black	None	200V/277V/576V Surge Suppression
OSQ	M	AA	4,000 lumens	2700, 3000, 4000, 5000, 5700	Universal	UL	Universal	Black	None	200V/277V/576V Surge Suppression
OSQ	L	DA	2,300 lumens	2700, 3000, 4000, 5000, 5700	Universal	UL	Universal	Black	None	200V/277V/576V Surge Suppression
OSQ	M	DA	4,000 lumens	2700, 3000, 4000, 5000, 5700	Universal	UL	Universal	Black	None	200V/277V/576V Surge Suppression
OSQ	L	DA	2,300 lumens	2700, 3000, 4000, 5000, 5700	Universal	UL	Universal	Black	None	200V/277V/576V Surge Suppression
OSQ	M	DA	4,000 lumens	2700, 3000, 4000, 5000, 5700	Universal	UL	Universal	Black	None	200V/277V/576V Surge Suppression
OSQ	L	DA	2,300 lumens	2700, 3000, 4000, 5000, 5700	Universal	UL	Universal	Black	None	200V/277V/576V Surge Suppression
OSQ	M	DA	4,000 lumens	2700, 3000, 4000, 5000, 5700	Universal	UL	Universal	Black	None	200V/277V/576V Surge Suppression
OSQ	L	DA	2,300 lumens	2700, 3000, 4000, 5000, 5700	Universal	UL	Universal	Black	None	200V/277V/576V Surge Suppression
OSQ	M	DA	4,000 lumens	2700, 3000, 4000, 5000, 5700	Universal	UL	Universal	Black	None	200V/277V/576V Surge Suppression

CREE LIGHTING
 US: cree.com | 800.234.4800
 Canada: cree.ca | 800.473.1234

OSQ™ LED Area/Flood Luminaire featuring Patented NanoComfort™ Technology - Version C



OSQ	MUST SPECIFY	MUST SPECIFY
Initial Delivered Lumens: 4,000 - 85,000	Efficiency: Up to 171 LPW	CRB: Minimum 70 CRI (2700K, 3000K, 4000K & 5700K), 90 CRI (5000K)
CCT: 2700K, 3000K, 4000K, 5000K, 5700K	LED Warranty: 10 years for luminaire; 10 years for Colorfast DataBackup® finish; 5 years for BML sensor; up to 5 years for Synapse® accessories; 1 year for luminaire accessories	Ordering Information: Fully assembled luminaire is composed of fast components that must be ordered separately. Example Mount: OSQ-XX-C-AA-XX - Luminaire: OSQ-XX-C-L-30W-2M-UL-XX-XX

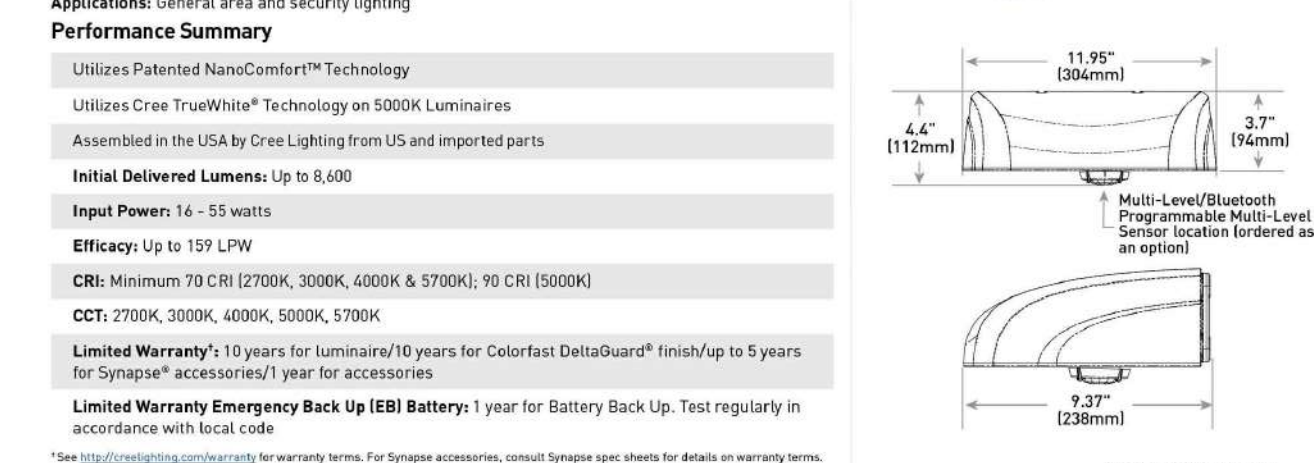
Family	Size	Series	Lumen Package*	CCT/CRI	Optic	Voltage	Mounting	Finish	Controls**	Options
OSQ	L	AA	2,300 lumens	2700, 3000, 4000, 5000, 5700	Universal	UL	Universal	Black	None	200V/277V/576V Surge Suppression
OSQ	M	AA	4,000 lumens	2700, 3000, 4000, 5000, 5700	Universal	UL	Universal	Black	None	200V/277V/576V Surge Suppression
OSQ	L	DA	2,300 lumens	2700, 3000, 4000, 5000, 5700	Universal	UL	Universal	Black	None	200V/277V/576V Surge Suppression
OSQ	M	DA	4,000 lumens	2700, 3000, 4000, 5000, 5700	Universal	UL	Universal	Black	None	200V/277V/576V Surge Suppression
OSQ	L	DA	2,300 lumens	2700, 3000, 4000, 5000, 5700	Universal	UL	Universal	Black	None	200V/277V/576V Surge Suppression
OSQ	M	DA	4,000 lumens	2700, 3000, 4000, 5000, 5700	Universal	UL	Universal	Black	None	200V/277V/576V Surge Suppression
OSQ	L	DA	2,300 lumens	2700, 3000, 4000, 5000, 5700	Universal	UL	Universal	Black	None	200V/277V/576V Surge Suppression
OSQ	M	DA	4,000 lumens	2700, 3000, 4000, 5000, 5700	Universal	UL	Universal	Black	None	200V/277V/576V Surge Suppression
OSQ	L	DA	2,300 lumens	2700, 3000, 4000, 5000, 5700	Universal	UL	Universal	Black	None	200V/277V/576V Surge Suppression
OSQ	M	DA	4,000 lumens	2700, 3000, 4000, 5000, 5700	Universal	UL	Universal	Black	None	200V/277V/576V Surge Suppression

CREE LIGHTING
 US: cree.com | 800.234.4800
 Canada: cree.ca | 800.473.1234

OSQ Series

OSQ™ LED Wall Mount Luminaire featuring Patented NanoComfort™ Technology

Product Description
 The OSQ™ LED wall mount luminaire has a slim, low profile design intended for outdoor wall mounted applications. The rugged lightweight aluminum housing and mounting box are designed for installation over standard single gang J-Bboxes and must ring single gang J-Bboxes. The luminaire allows for through-wire or conduit entry from the top, bottom, sides and rear. The housing design is intended specifically for LED technology including a weathering LED driver compartment and thermal management. Optic design features industry leading NanoComfort™ Technology which provides superior glare reduction and visual comfort with high efficiency illumination delivered precisely where it is needed.
Applications: General area and security lighting



OSQ	MUST SPECIFY	MUST SPECIFY
Initial Delivered Lumens: Up to 8,000	Input Power: 14 - 55 watts	CRB: Minimum 70 CRI (2700K, 3000K, 4000K & 5700K), 90 CRI (5000K)
CCT: 2700K, 3000K, 4000K, 5000K, 5700K	LED Warranty: 10 years for luminaire; 10 years for Colorfast DataBackup® finish; up to 5 years for Synapse® accessories; 1 year for luminaire accessories	Ordering Information: Fully assembled luminaire is composed of fast components that must be ordered separately. Example Mount: OSQ-XX-C-AA-XX - Luminaire: OSQ-XX-C-L-30W-2M-UL-XX-XX

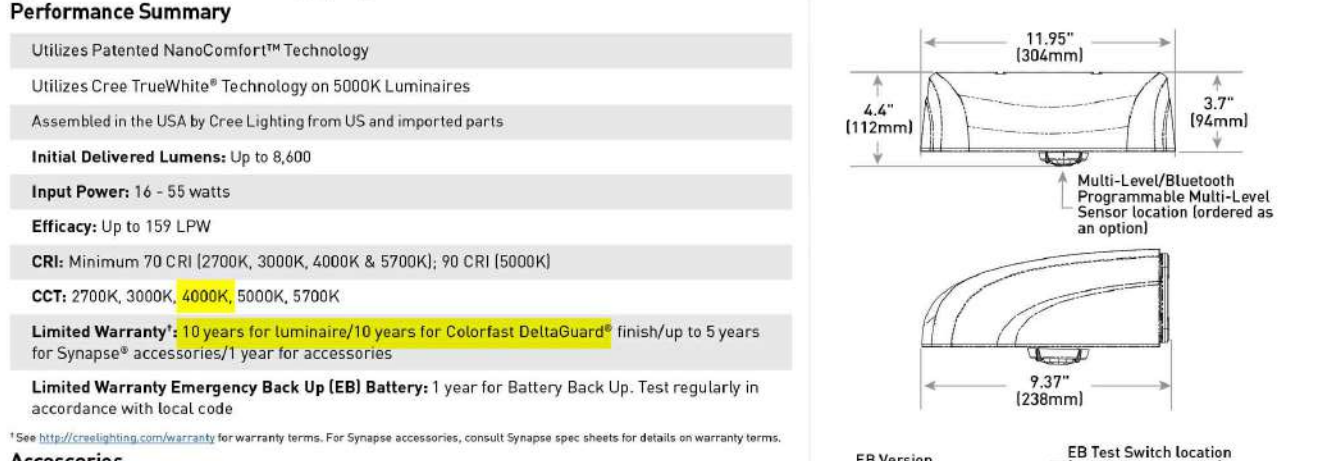
Family	Series	Lumen Package*	CCT/CRI	Optic	Voltage	Mounting	Finish	Controls**	Options
OSQ	C	2L	2700, 3000, 4000, 5000, 5700	Universal	UL	Universal	Black	None	200V/277V/576V Surge Suppression
OSQ	C	2L	2700, 3000, 4000, 5000, 5700	Universal	UL	Universal	Black	None	200V/277V/576V Surge Suppression
OSQ	C	2L	2700, 3000, 4000, 5000, 5700	Universal	UL	Universal	Black	None	200V/277V/576V Surge Suppression
OSQ	C	2L	2700, 3000, 4000, 5000, 5700	Universal	UL	Universal	Black	None	200V/277V/576V Surge Suppression
OSQ	C	2L	2700, 3000, 4000, 5000, 5700	Universal	UL	Universal	Black	None	200V/277V/576V Surge Suppression
OSQ	C	2L	2700, 3000, 4000, 5000, 5700	Universal	UL	Universal	Black	None	200V/277V/576V Surge Suppression
OSQ	C	2L	2700, 3000, 4000, 5000, 5700	Universal	UL	Universal	Black	None	200V/277V/576V Surge Suppression
OSQ	C	2L	2700, 3000, 4000, 5000, 5700	Universal	UL	Universal	Black	None	200V/277V/576V Surge Suppression
OSQ	C	2L	2700, 3000, 4000, 5000, 5700	Universal	UL	Universal	Black	None	200V/277V/576V Surge Suppression
OSQ	C	2L	2700, 3000, 4000, 5000, 5700	Universal	UL	Universal	Black	None	200V/277V/576V Surge Suppression

CREE LIGHTING
 US: cree.com | 800.234.4800
 Canada: cree.ca | 800.473.1234

OSQ Series

OSQ™ LED Wall Mount Luminaire featuring Patented NanoComfort™ Technology

Product Description
 The OSQ™ LED wall mount luminaire has a slim, low profile design intended for outdoor wall mounted applications. The rugged lightweight aluminum housing and mounting box are designed for installation over standard single gang J-Bboxes and must ring single gang J-Bboxes. The luminaire allows for through-wire or conduit entry from the top, bottom, sides and rear. The housing design is intended specifically for LED technology including a weathering LED driver compartment and thermal management. Optic design features industry leading NanoComfort™ Technology which provides superior glare reduction and visual comfort with high efficiency illumination delivered precisely where it is needed.
Applications: General area and security lighting



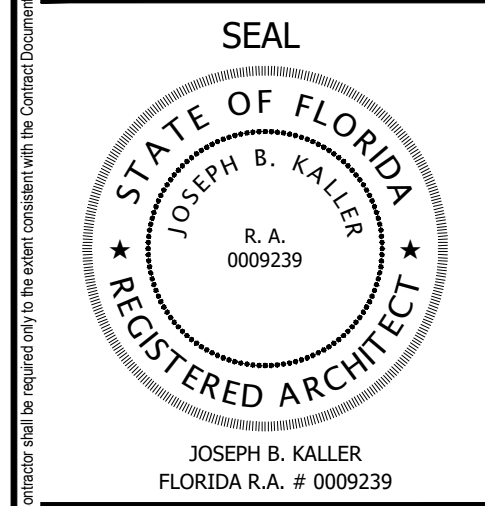
OSQ	MUST SPECIFY	MUST SPECIFY
Initial Delivered Lumens: Up to 8,000	Input Power: 14 - 55 watts	CRB: Minimum 70 CRI (2700K, 3000K, 4000K & 5700K), 90 CRI (5000K)
CCT: 2700K, 3000K, 4000K, 5000K, 5700K	LED Warranty: 10 years for luminaire; 10 years for Colorfast DataBackup® finish; up to 5 years for Synapse® accessories; 1 year for luminaire accessories	Ordering Information: Fully assembled luminaire is composed of fast components that must be ordered separately. Example Mount: OSQ-XX-C-AA-XX - Luminaire: OSQ-XX-C-L-30W-2M-UL-XX-XX

Family	Series	Lumen Package*	CCT/CRI	Optic	Voltage	Mounting	Finish	Controls**	Options
OSQ	C	2L	2700, 3000, 4000, 5000, 5700	Universal	UL	Universal	Black	None	200V/277V/576V Surge Suppression
OSQ	C	2L	2700, 3000, 4000, 5000, 5700	Universal	UL	Universal	Black	None	200V/277V/576V Surge Suppression
OSQ	C	2L	2700, 3000, 4000, 5000, 5700	Universal	UL	Universal	Black	None	200V/277V/576V Surge Suppression
OSQ	C	2L	2700, 3000, 4000, 5000, 5700	Universal	UL	Universal	Black	None	200V/277V/576V Surge Suppression
OSQ	C	2L	2700, 3000, 4000, 5000, 5700	Universal	UL	Universal	Black	None	200V/277V/576V Surge Suppression
OSQ	C	2L	2700, 3000, 4000, 5000, 5700	Universal	UL	Universal	Black	None	200V/277V/576V Surge Suppression
OSQ	C	2L	2700, 3000, 4000, 5000, 5700	Universal	UL	Universal	Black	None	200V/277V/576V Surge Suppression
OSQ	C	2L	2700, 3000, 4000, 5000, 5700	Universal	UL	Universal	Black	None	200V/277V/576V Surge Suppression
OSQ	C	2L	2700, 3000, 4000, 5000, 5700	Universal	UL	Universal	Black	None	200V/277V/576V Surge Suppression
OSQ	C	2L	2700, 3000, 4000, 5000, 5700	Universal	UL	Universal	Black	None	200V/277V/576V Surge Suppression

CREE LIGHTING
 US: cree.com | 800.234.4800
 Canada: cree.ca | 800.473.1234



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 2417 Hollywood Blvd.
 Hollywood Florida 33020
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 joseph@kallerarchitects.com
 www.kallerarchitects.com



JOSEPH B. KALLER
 FLORIDA R.A. # 0009239

PROJECT TITLE
17450 BISCAYNE BLVD. SHOPS
 NORTH MIAMI BEACH, FL. 33162

SHEET TITLE
TRAD PACKAGE PHOTOMETRIC PLAN SPECIFICATIONS

BOARD/COMMITTEE	DATE	DESCRIPTION
TRAD	07.05.24	TECH. REVIEW

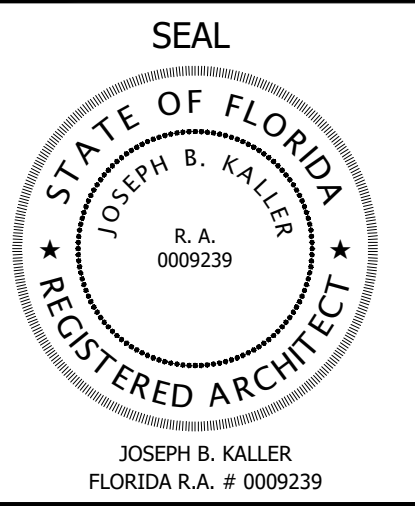
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 DATE: 08.22.24
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SHEET
PH-1.2



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PROJECT TITLE
 17450 BISCAYNE BLVD.
 SHOPPES
 NORTH MIAMI BEACH, FL. 33162

SHEET TITLE
 TRAD PACKAGE
 AERIAL VIEW
 RENDERING

MEETING DATES

BOARD/ COMMITTEE	DATE	DESCRIPTION
TRAD	07.05.24	TECH. REVIEW

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R-1.0

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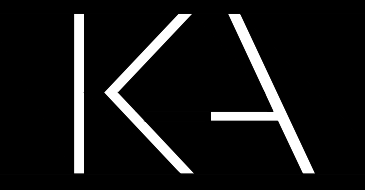
1 RENDERING - AERIAL BLUE
 N.T.S.



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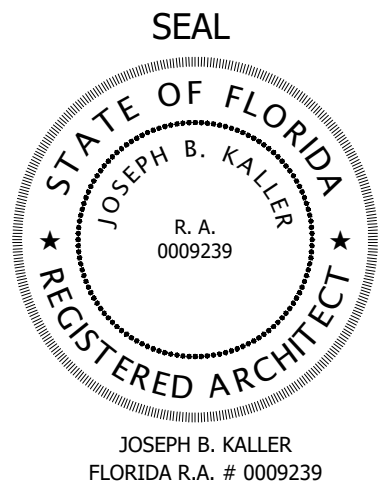
RENDERING - SOUTH BUILDING
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PROJECT TITLE
17450 BISCAYNE BLVD.
SHOPPES
NORTH MIAMI BEACH, FL. 33162

SHEET TITLE
TRAD PACKAGE
SOUTH BLDG. (BUILDING #1)
RENDERING

MEETING DATES

BOARD/ COMMITTEE	DATE	DESCRIPTION
TRAD	07.05.24	TECH. REVIEW

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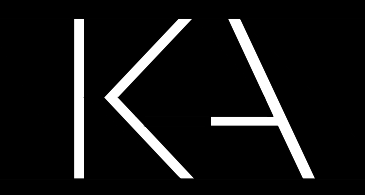
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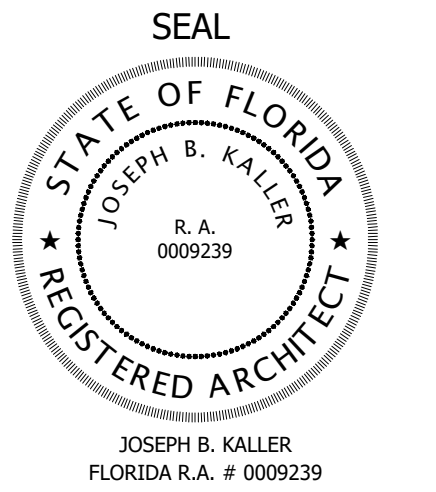
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PROJECT TITLE
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 SHOPPES
 NORTH MIAMI BEACH, FL. 33162

SHEET TITLE
 TRAD PACKAGE (BUILDING #1)
 SOUTH BLDG. RENDERING

MEETING DATES

BOARD/COMMITTEE	DATE	DESCRIPTION
TRAD	07.05.24	TECH. REVIEW

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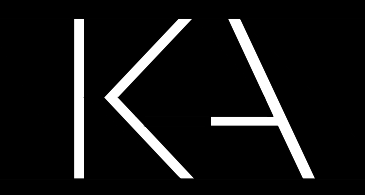
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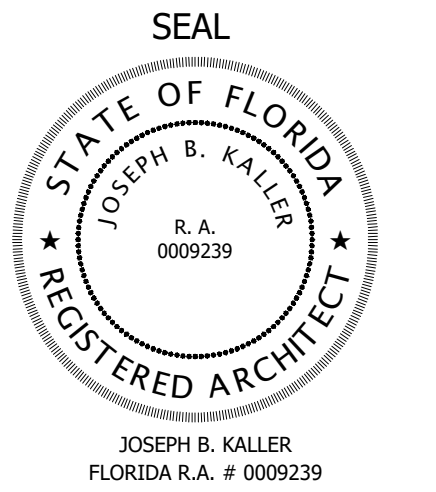
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PROJECT TITLE
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 SHOPES
 NORTH MIAMI BEACH, FL. 33162

SHEET TITLE
 TRAD PACKAGE
 NORTH BLDG. (BUILDING #2)
 RENDERING PHASE 1

MEETING DATES

BOARD/ COMMITTEE	DATE	DESCRIPTION
TRAD	07.05.24	TECH. REVIEW

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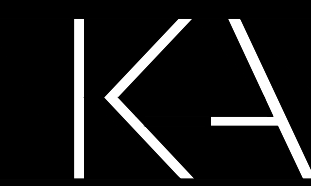
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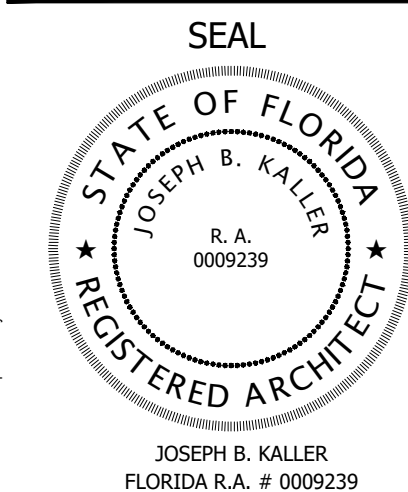
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PROJECT TITLE
17450 BISCAYNE BLVD.
SHOPPES
NORTH MIAMI BEACH, FL. 33162

SHEET TITLE
TRAD PACKAGE
NORTH BLDG. (BUILDING #2)
RENDERING PHASE 1

MEETING DATES

BOARD/ COMMITTEE	DATE	DESCRIPTION
TRAD	07.05.24	TECH. REVIEW

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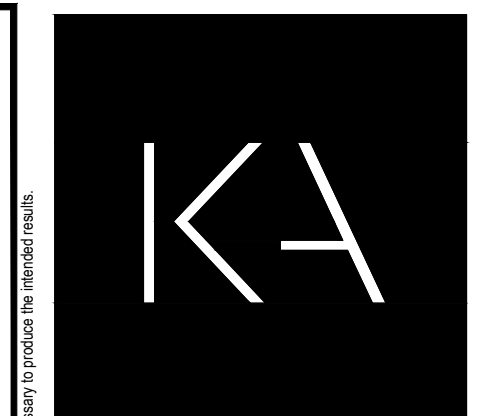
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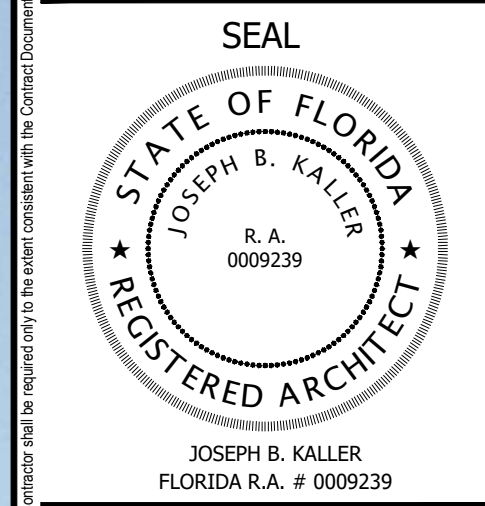
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 SHOPPES
 NORTH MIAMI BEACH, FL. 33162

SHEET TITLE
 TRAD PACKAGE
 NORTH BLDG. (BUILDING #2)
 RENDERING PHASE 1

MEETING DATES

BOARD/ COMMITTEE	DATE	DESCRIPTION
TRAD	07.05.24	TECH. REVIEW

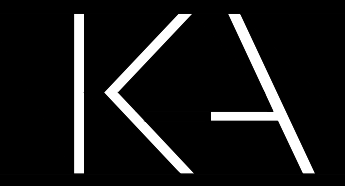
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R-1.5



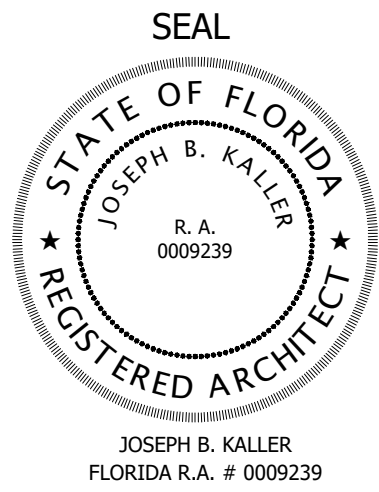
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SHOPPES
NORTH MIAMI BEACH, FL. 33162

SHEET TITLE
TRAD PACKAGE
NORTH BLDG. (BUILDING #2)
RENDERING PHASE 1

MEETING DATES

BOARD/ COMMITTEE	DATE	DESCRIPTION
TRAD	07.05.24	TECH. REVIEW

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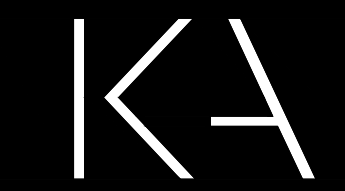
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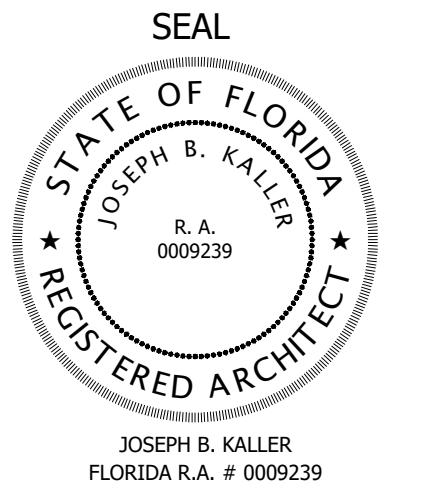
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 NORTH MIAMI BEACH, FL. 33162

SHEET TITLE
 TRAD PACKAGE
 NORTH BLDG. (BUILDING #2)
 RENDERING PHASE 1

MEETING DATES

BOARD/ COMMITTEE	DATE	DESCRIPTION
TRAD	07.05.24	TECH. REVIEW

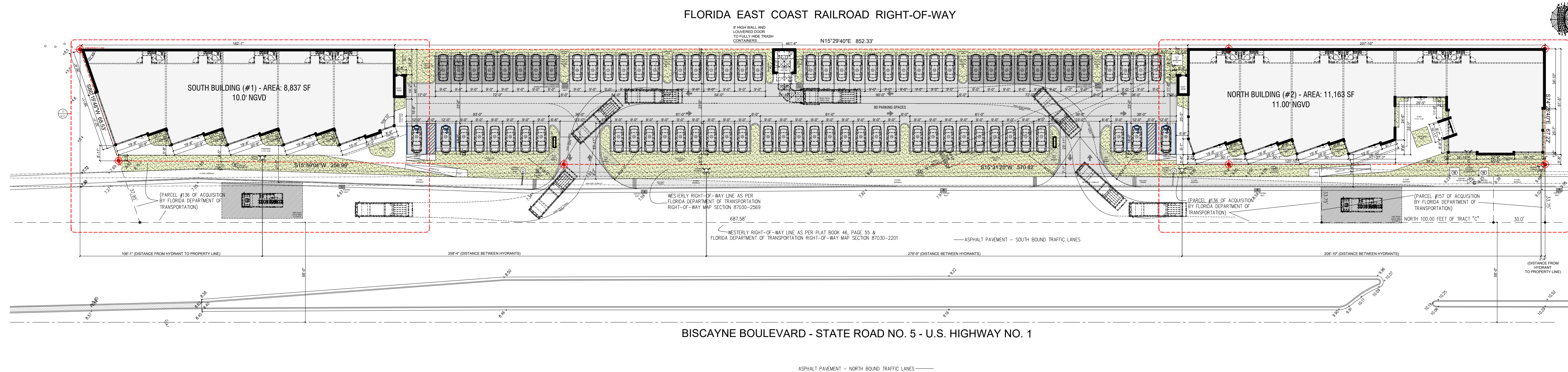
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R-1.7

1

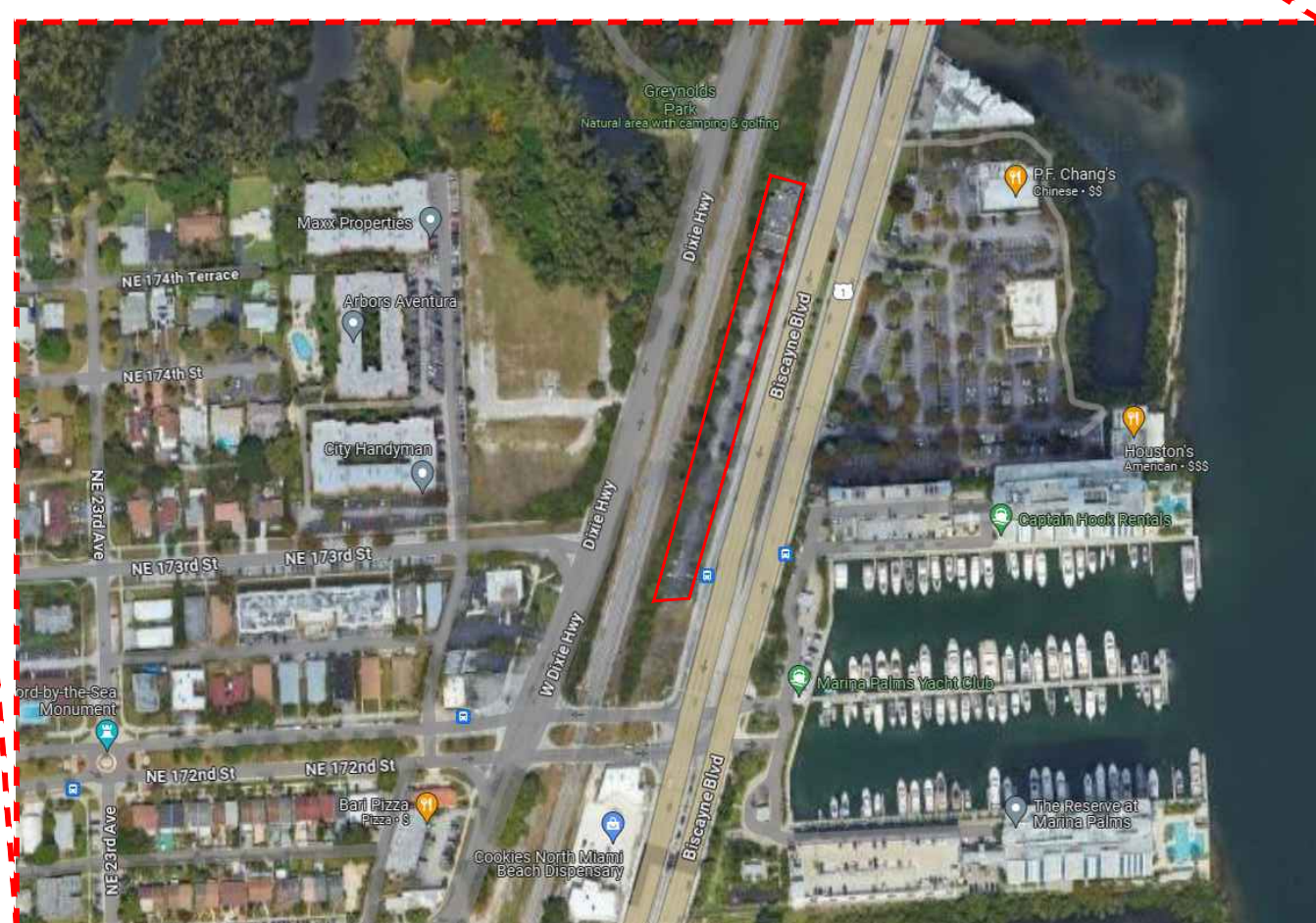
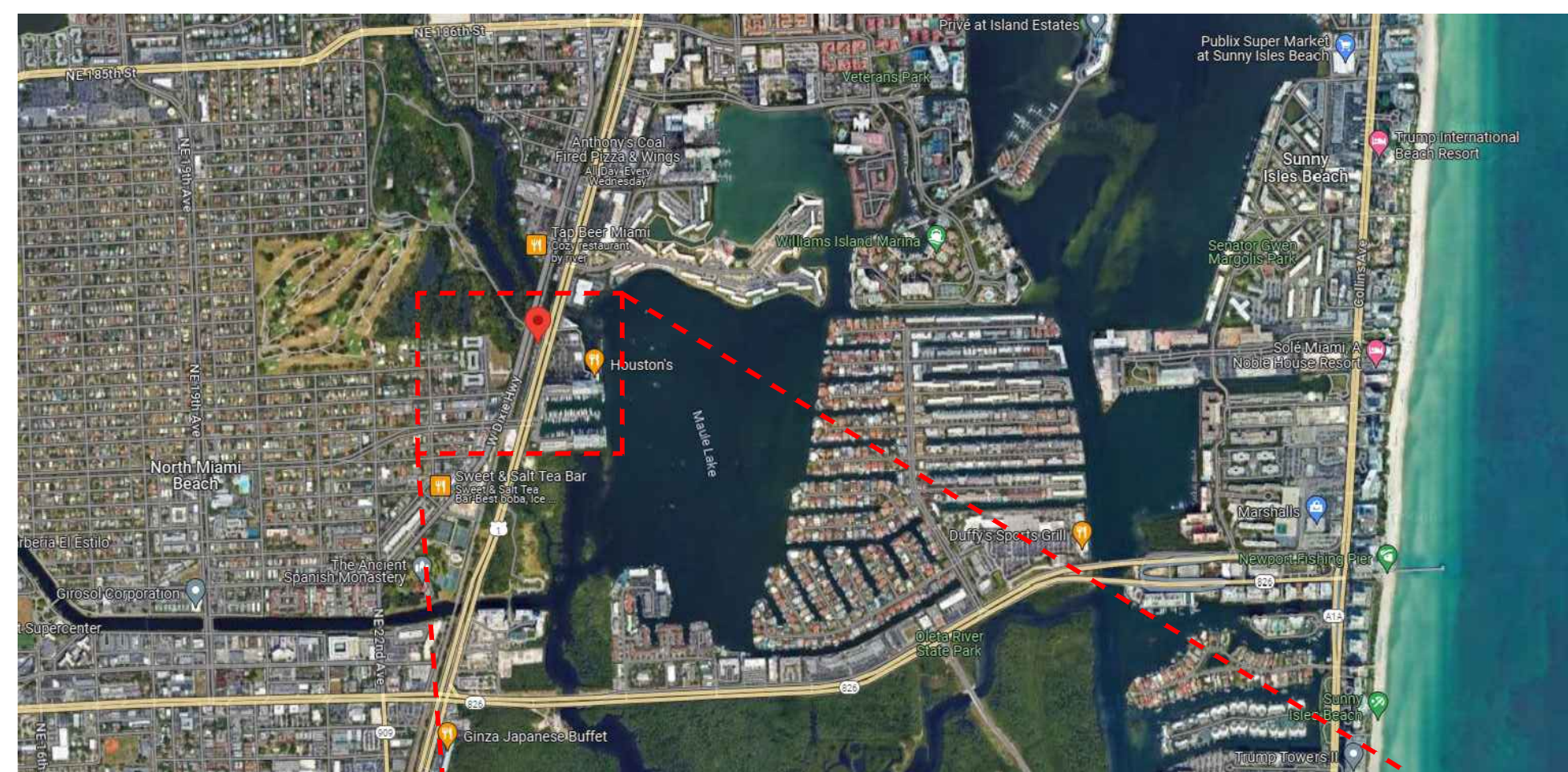
RENDERING - NORTH BUILDING - PHASE 2
 N.T.S.



- NORTH MIAMI BEACH POLICE DEPARTMENT CRIME PREVENTION UNIT RECOMMENDATIONS:**
1. PROVIDE A BUILDING SECURITY PLAN (SECURITY, CCTV AND EVACUATION PLAN)
 2. JOIN THE NMBPD TRESPASS AFTER WARNING PROGRAM
 3. PROVIDE THE POLICE DEPARTMENT AND THE FIRE DEPARTMENT WITH AN ACCESS CODE OR LOCK BOX IN CASE OF EMERGENCY.
 4. ADHERE TO FBC 2014 CHAPTER 36 STANDARDS FOR SECURITY AND FORCED ENTRY PREVENTION.

ALL SIGNAGE TO COMPLY WITH THE REQUIREMENTS OF THE CITY OF NORTH MIAMI BEACH ZONING AND LAND DEVELOPMENT CODE BASED ON THE B-2 ZONING DISTRICT.

1 SITE PLAN (PHASE 01)
1/32" = 1'-0"



PROPERTY ADDRESS:
17450 BISCAYNE BOULEVARD, NORTH MIAMI BEACH, FLORIDA 33160
FOLIO# 07-2209-009-0090

LEGAL DESCRIPTION

PARCEL 1:
THE NORTH 100 FEET OF TRACT "C" OF MAULE FEDERAL HIGHWAY INDUSTRIAL SITES, AS RECORDED IN PLAT BOOK 46, PAGE 55, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA,
AND INCLUDING:
THE SOUTH 30 FEET OF THE FOLLOWING DESCRIBED PROPERTY: BEGINNING AT A POINT IN THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD #4, ACCORDING TO A MAP THEREOF, RECORDED IN PLAT BOOK 10, PAGE 61, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, THE SAID POINT OF BEGINNING BEING 101.54 FEET SOUTHWESTERLY FROM THE INTERSECTION OF THE NORTH LINE OF GOVERNMENT LOT #4 OF SECTION 9, TOWNSHIP 52 SOUTH, RANGE 42 EAST, WITH THE WESTERLY RIGHT-OF-WAY LINE OF THE SAID STATE ROAD #4 (SAID 101.54 FEET BEING AS MEASURED ALONG THE WESTERLY RIGHT-OF-WAY LINE); RUN THENCE NORTHWESTERLY AT RIGHT ANGLES TO THE SAID WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD #4, A DISTANCE OF 100.83 FEET, MORE OR LESS, TO A POINT IN THE EASTERLY RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILWAY; RUN THENCE NORTHEASTERLY ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID FLORIDA EAST COAST RAILWAY A DISTANCE OF 150 FEET TO A POINT; THENCE RUN SOUTHEASTERLY 100.89 FEET, MORE OR LESS, TO A POINT IN THE WESTERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD #4, THE SAID POINT BEING 48.46 FEET NORTHEASTERLY FROM THE INTERSECTION OF SAID WESTERLY RIGHT-OF-WAY LINE WITH THE SOUTH LINE OF GOVERNMENT LOT #3 OF THE ABOVE MENTIONED SECTION 9, AND AS MEASURED ALONG SAID WESTERLY RIGHT-OF-WAY LINE; RUN THENCE SOUTHWESTERLY ALONG THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD #4, A DISTANCE OF 150 FEET TO THE POINT AND PLACE OF BEGINNING.

LESS AND EXCEPT:
PARCEL 157
COMMENCE AT THE NORTHWEST CORNER OF SAID TRACT "C", SAID POINT BEING ON THE EAST RIGHT-OF-WAY LINE OF FLORIDA EAST COAST RAILROAD; THENCE N 15°29'40" E, ALONG THE EAST RIGHT-OF-WAY LINE OF FLORIDA EAST COAST RAILROAD FOR A DISTANCE OF 30.00 FEET; THENCE RUN S 74°28'40" E, FOR A DISTANCE OF 67.22 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S 74°28'40" E, FOR A DISTANCE OF 33.75 FEET TO A POINT OF INTERSECTION WITH THE NORTH LINE OF SAID TRACT "C", A DISTANCE OF 67.16 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S 74°28'40" E ALONG SAID LINE 100.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID TRACT "C", A DISTANCE OF 67.16 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S 74°28'40" E ALONG SAID LINE 100.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID TRACT "C" FOR A DISTANCE OF 33.75 FEET TO A POINT OF INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF STATE ROAD 5, AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION NO. 87030-2201; THENCE RUN S 15°31'20" W ALONG SAID WEST RIGHT-OF-WAY LINE OF STATE ROAD 5 FOR A DISTANCE OF 687.29 FEET TO A POINT; THENCE RUN S 86°19'48" W FOR A DISTANCE OF 37.95 FEET TO A POINT; THENCE RUN N 15°59'07" E FOR A DISTANCE OF 268.99 FEET TO A POINT; THENCE RUN N 15°31'20" E FOR A DISTANCE OF 440.79 FEET TO A POINT OF BEGINNING.

TOGETHER WITH:
PARCEL 2:
TRACT "C", LESS THE NORTH 100 FEET, MAULE FEDERAL HIGHWAY INDUSTRIAL SITES, AS RECORDED IN PLAT BOOK 46, PAGE 55, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, LESS THE SOUTH 600 FEET AS MEASURED ALONG THE EAST LINE OF SAID TRACT "C".

LESS AND EXCEPT:
PARCEL 136
COMMENCE AT THE NORTHWEST CORNER OF SAID TRACT "C", SAID POINT BEING ON THE EAST RIGHT-OF-WAY LINE OF FLORIDA EAST COAST RAILROAD; THENCE S 15°29'40" W, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 100.00 FEET TO A POINT; THENCE RUN S 74°18'40" E ALONG A LINE 100.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID TRACT "C", A DISTANCE OF 67.16 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S 74°28'40" E ALONG SAID LINE 100.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID TRACT "C" FOR A DISTANCE OF 33.75 FEET TO A POINT OF INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF STATE ROAD 5, AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION NO. 87030-2201; THENCE RUN S 15°31'20" W ALONG SAID WEST RIGHT-OF-WAY LINE OF STATE ROAD 5 FOR A DISTANCE OF 687.29 FEET TO A POINT; THENCE RUN S 86°19'48" W FOR A DISTANCE OF 37.95 FEET TO A POINT; THENCE RUN N 15°59'07" E FOR A DISTANCE OF 268.99 FEET TO A POINT; THENCE RUN N 15°31'20" E FOR A DISTANCE OF 440.79 FEET TO A POINT OF BEGINNING.

SITE INFORMATION		VARIANCE BOX	
AREA:	56,090 SF (+/-1.2876 ACRES)		
EXISTING ZONING:	B-2		
LAND USE DESIGNATION:	GENERAL BUSINESS DISTRICT		
FLOOD ZONE:	X		
BASE FLOOD ELEVATION:	N/A		
COMMERCIAL USE:	RETAIL		
SOUTH BUILDING (#1):	8,837 SF (RETAIL)		
NORTH BUILDING (#2):	11,163 SF (RETAIL)		
GRAND TOTAL RETAIL AREA:	20,000 SF		
PARKING REQUIREMENTS:	REQUIRED PROVIDED		
TOTAL AREA 20,000 SF.	80 SPACES	80 SPACES	
LESS THAN 400,000 SF.	02 SPACES	02 SPACES (VARIANCE)	
4 SPACES FOR EA 1,000 SF.		DURING OFF-BUSINESS HOURS ONLY Mon - Fri, 10PM to 8AM)	
LOADING ZONE:	02 SPACES	02 SPACES (VARIANCE)	
RETAIL 10,000 SF. TO 40,000 SF.		DURING OFF-BUSINESS HOURS ONLY Mon - Fri, 10PM to 8AM)	
SETBACKS:	REQUIRED PROVIDED		
SOUTH BUILDING (#1)			
FRONT (BISCAYNE BLVD)	25'-0"	8'-11" (VARIANCE)	
SIDE INTERIOR	0'-0"	0'-0"	
REAR	20'-0"	0'-0" (VARIANCE)	
NORTH BUILDING (#2)			
FRONT (BISCAYNE BLVD)	25'-0"	5'-8" (VARIANCE)	
SIDE INTERIOR	0'-0"	0'-0"	
REAR	20'-0"	0'-0" (VARIANCE)	
PERVIOUS AREA	REQUIRED PROVIDED		
20% OF TOTAL AREA	11,218 SF(20%)	7,570 SF(13.5%) (VARIANCE)	
MINIMUM FLOOR AREA	MIN. 1,000 SF PER STRUCTURE	BUILDING SOUTH: 8,837 SF	BUILDING NORTH: 11,163 SF
MAX BUILDING HEIGHT	REQUIRED PROVIDED		
PHASE ONE (ONE STORY BUILDING)	15 STORIES OR 150' WHICHEVER IS LESS	1 STORY (23'-2")	

SETBACKS		REQUIRED	PROVIDED
FRONT (BISCAYNE BLVD)	25'-0"	8'-11"	BUILDING #1 5'-8"
REAR SETBACK	20'-0"	0'-0"	BUILDING #2 0'-0"
PERVIOUS AREA: 20% OF TOTAL AREA	REQUIRED	11,218 SF(20%)	PROVIDED 7,570 SF(13.5%)
LANDSCAPE PERIMETER BUFFER:	REQUIRED	5'-0"	PROVIDED 0'-0"
LOADING ZONE: RETAIL 10,000 SF. TO 40,000 SF.	02 SPACES	02 SPACES	02 SPACES (DURING OFF-BUSINESS HOURS ONLY Mon - Fri, 10PM to 8AM)
MINIMUM LOT AREA:	REQUIRED	3 ACRES	PROVIDED 1.28 ACRES
PARKING TERMINAL ISLANDS WIDTH:	REQUIRED	10'-0" excluding curbing	PROVIDED 5'-6" excluding curbing
PARKING INTERNAL ISLANDS SPACING:	REQUIRED	1 Internal island for every 8 parking spaces	PROVIDED 1 Internal island for every 10 parking spaces
PARKING SPACES (FOR PHASE 02):	REQUIRED	94 Parking Spaces	PROVIDED 80 Parking Spaces

2 LOCATION PLAN
N.T.S.

3 SITE DATA
N.T.S.

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SEAL
STATE OF FLORIDA
JOSEPH B. KALLER
R. A. 0009239
REGISTERED ARCHITECT
JOSEPH B. KALLER
FLORIDA R.A. # 0009239

PROJECT TITLE
17450 BISCAYNE BLVD. SHOPPES
NORTH MIAMI BEACH, FL. 33162

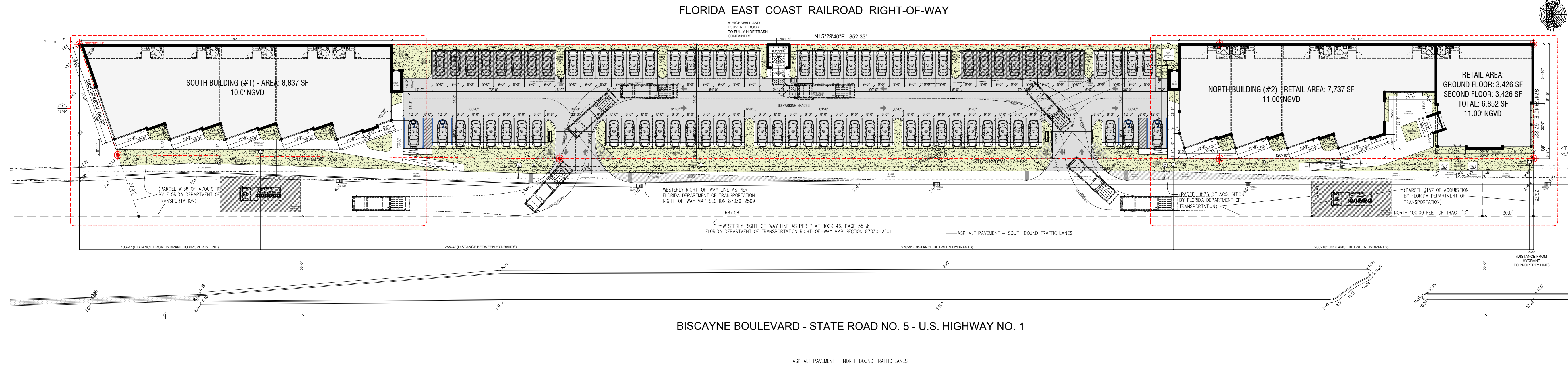
SHEET TITLE
TRAD PACKAGE
SITE PLAN
PHASE 01

MEETING DATES

BOARD/COMMITTEE	DATE	DESCRIPTION
TRAD	07.05.24	TECH. REVIEW

PROJECT No.: 23101
DATE: 08.22.24
DRAWN BY: SCHIFFINO
CHECKED BY: JBK

SHEET
SP-1.0



1 SITE PLAN (PHASE 02)
1/32" = 1'-0"

SITE INFORMATION

AREA: 56,090 SF (+/-1.2876 ACRES)
 EXISTING ZONING: B-2
 LAND USE DESIGNATION: GENERAL BUSINESS DISTRICT
 FLOOD ZONE: X
 BASE FLOOD ELEVATION: N/A
 COMMERCIAL USE: RETAIL + SHOWROOM

SOUTH BUILDING (#1): 8,837 SF (RETAIL GROUND FLOOR)
 NORTH BUILDING (#2): 11,163 SF (RETAIL GROUND FLOOR)
 3,426 SF (RETAIL SECOND FLOOR)

TOTAL RETAIL AREA SOUTH BUILDING: 8,837 SF
 TOTAL RETAIL AREA NORTH BUILDING: 14,589 SF
 GRAND TOTAL RETAIL AREA: 23,426 SF

PARKING REQUIREMENTS:	REQUIRED	PROVIDED
TOTAL RETAIL AREA 23,426 SF. LESS THAN 400,000 SF. 4 SPACES FOR EA 1,000 SF.	94 SPACES	80 SPACES (VARIANCE)

LOADING ZONE:	REQUIRED	PROVIDED
RETAIL 10,000 SF. TO 40,000 SF.	02 SPACES	02 SPACES (VARIANCE) DURING OFF-BUSINESS HOURS ONLY

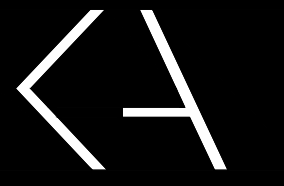
SETBACKS:	REQUIRED	PROVIDED
SOUTH BUILDING (#1)		
FRONT (BISCCAYNE BLVD)	25'-0"	8'-11" (VARIANCE)
SIDE INTERIOR	0'-0"	0'-0"
REAR	20'-0"	0'-0" (VARIANCE)
NORTH BUILDING (#2)		
FRONT (BISCCAYNE BLVD)	25'-0"	5'-8" (VARIANCE)
SIDE INTERIOR	0'-0"	0'-0"
REAR	20'-0"	0'-0" (VARIANCE)

PERVIOUS AREA	REQUIRED	PROVIDED
20% OF TOTAL AREA	11,218 SF(20%)	7,570 SF(13.5%) (VARIANCE)

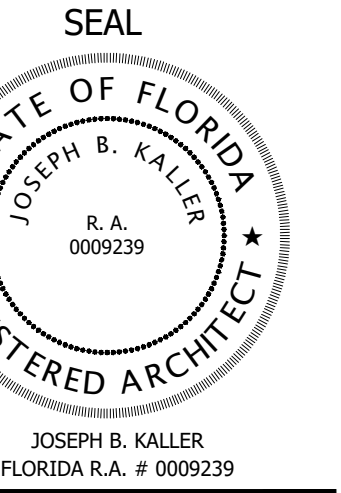
MINIMUM FLOOR AREA	REQUIRED	PROVIDED
MIN. 1,000 SF PER STRUCTURE		BUILDING SOUTH: 8,837 SF BUILDING NORTH: 11,163 SF

MAX BUILDING HEIGHT	REQUIRED	PROVIDED
PHASE ONE (ONE STORY BUILDING)	15 STORIES OR 150' WHICHEVER IS LESS	2 STORY (35'-8")

2 SITE DATA
N.T.S.



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PROJECT TITLE
 17450 BISCCAYNE BLVD.
 SHOPPES
 NORTH MIAMI BEACH, FL. 33162

SHEET TITLE
 TRAD PACKAGE
 SITE PLAN
 PHASE 02

MEETING DATES

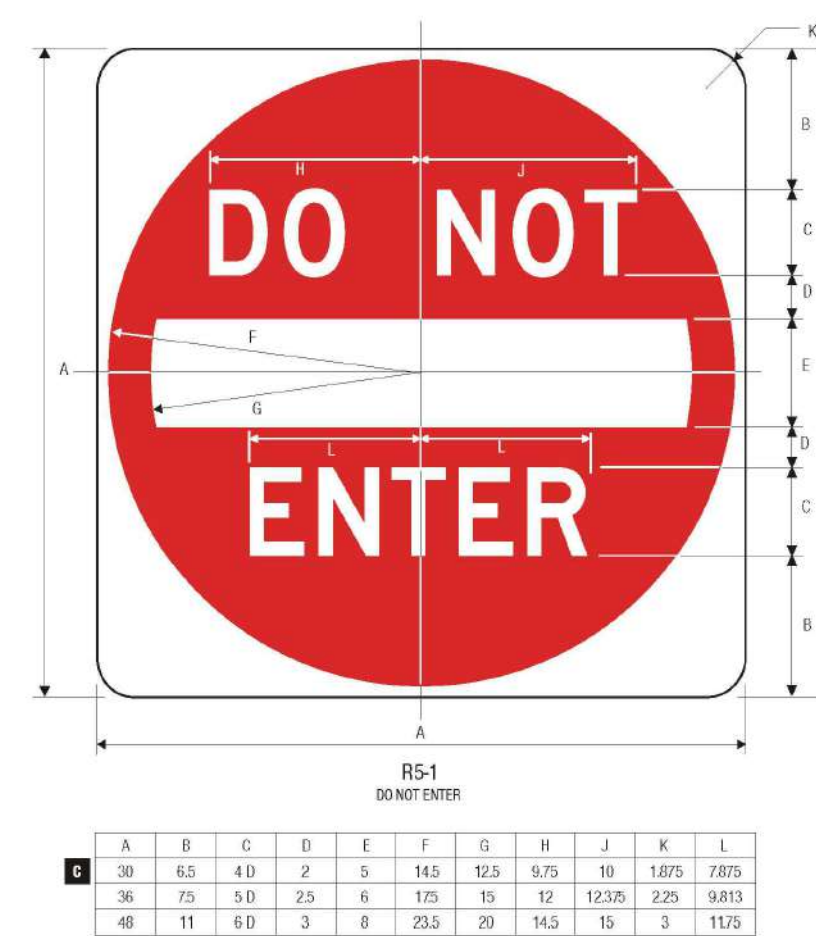
BOARD/ COMMITTEE	DATE	DESCRIPTION
TRAD	07.05.24	TECH. REVIEW

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PROJECT No.: 23101
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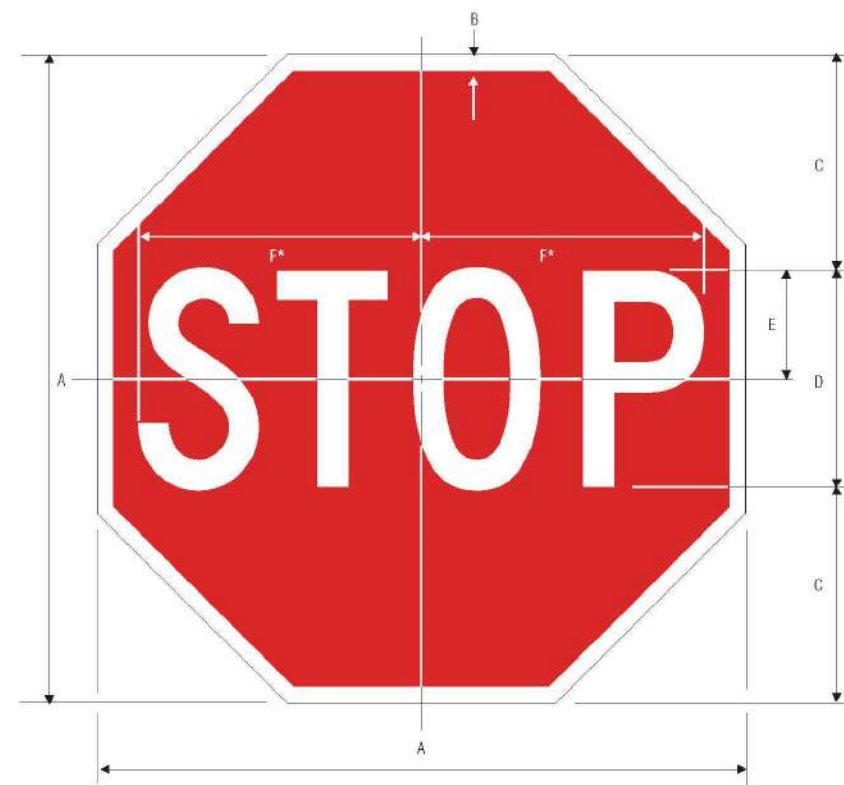
SHEET

SP-2.0



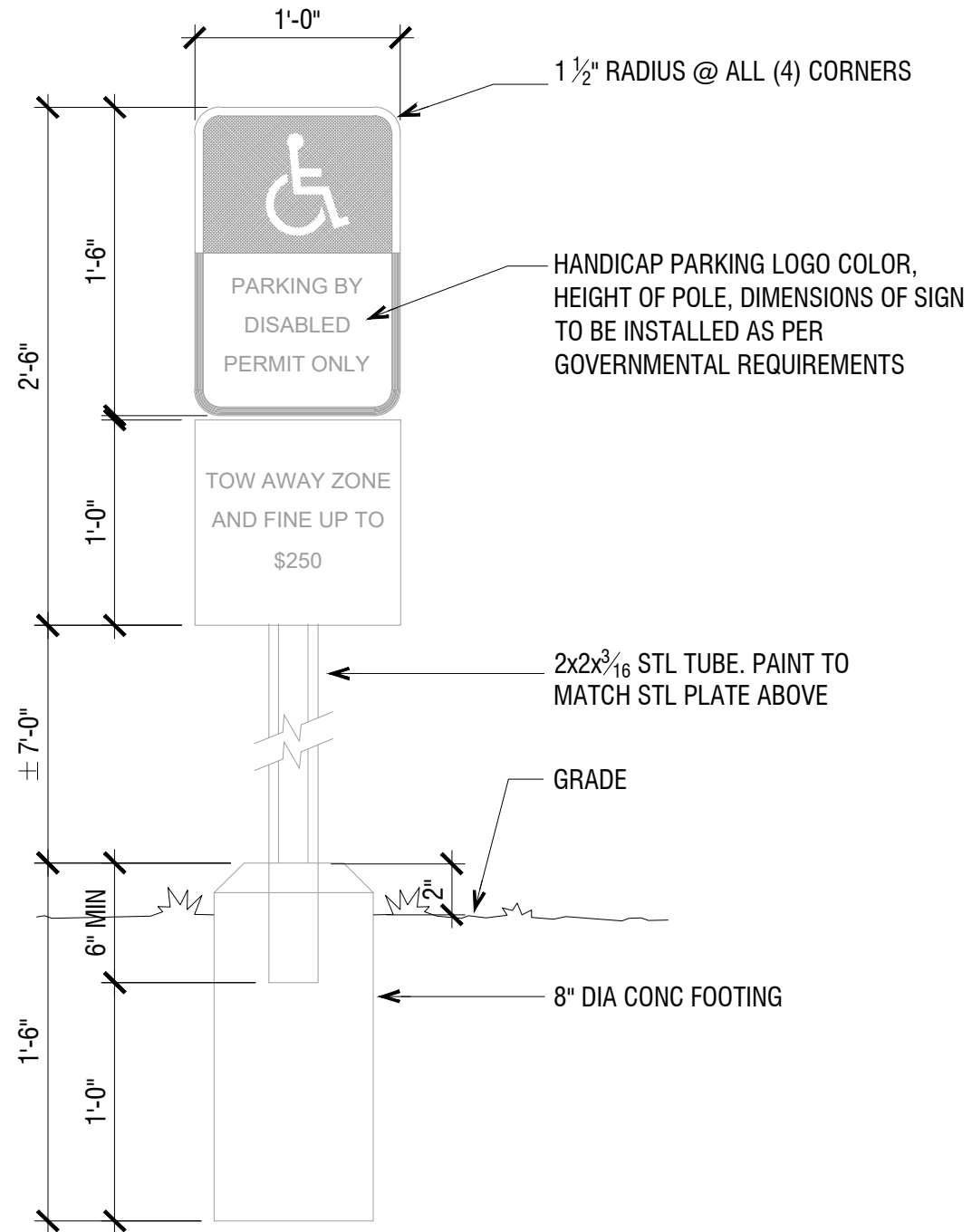
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36	63	4.0	7	3	14.5	10.5	6.75	11	14.5	7.0
36	75	5.0	7.5	4	15	12	12.25	2.25	14.5	3
48	11	6.0	3	8	23.5	20	14.5	15	3	11.25

COLORS: SYMBOL - RED (RETROREFLECTIVE)
 LEGEND & BACKGROUND - WHITE (RETROREFLECTIVE)
 1-73

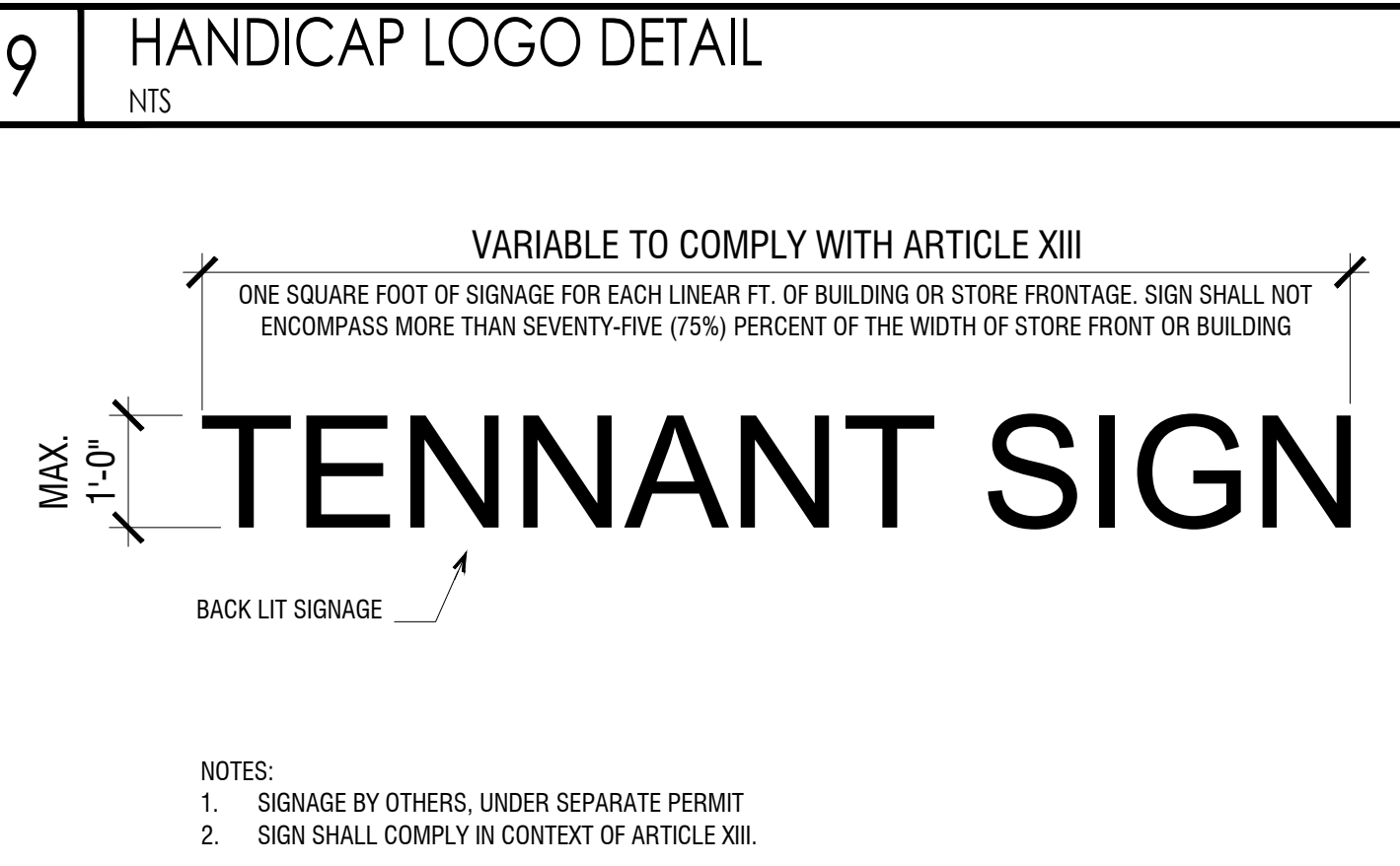
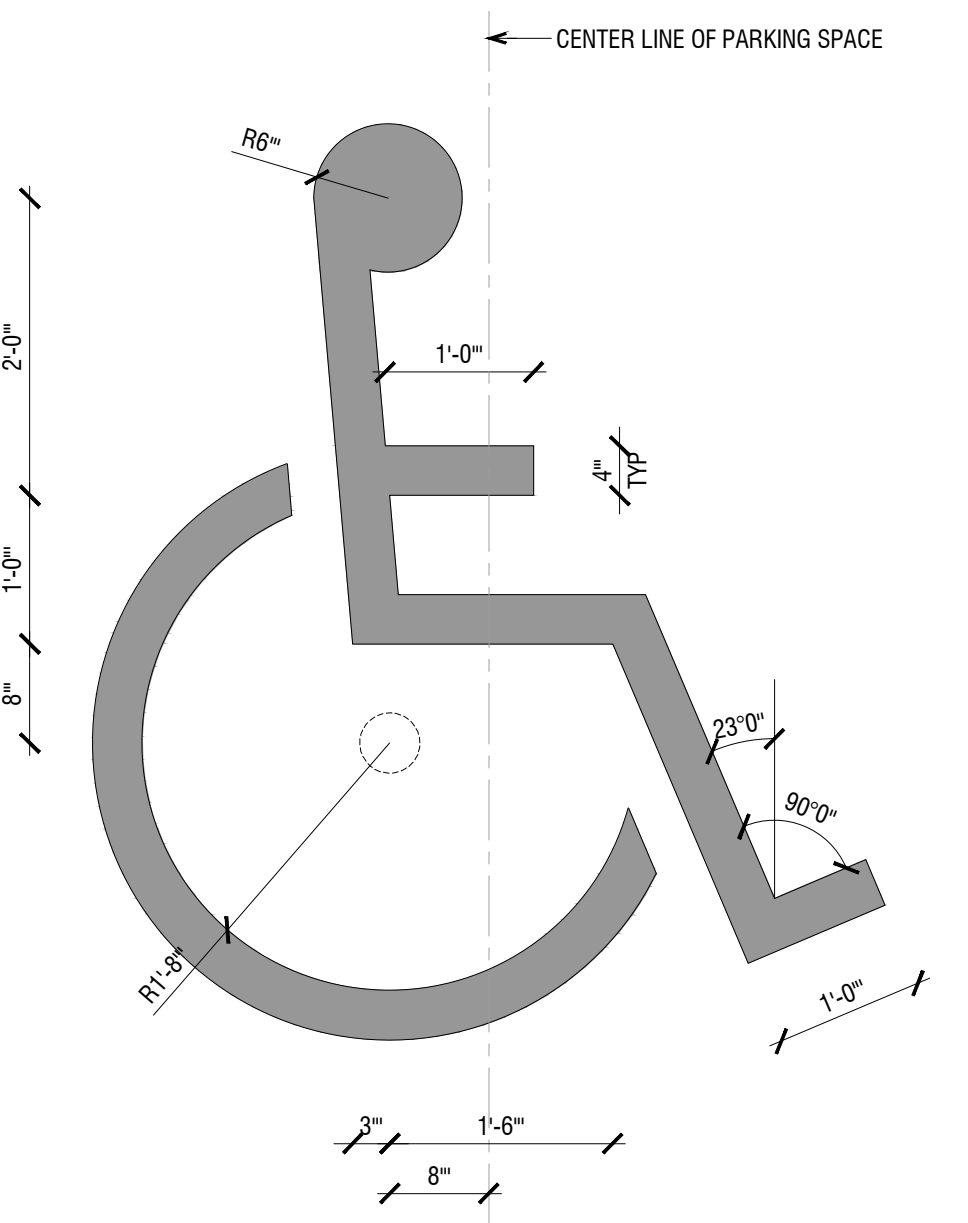


A	B	C	D	E	F
18	37.5	6	6	3	27.5
24	69	6	6	4	19
30	75	10	10	5	23.5
36	81.5	12	12	6	15
48	125	16	16	8	29

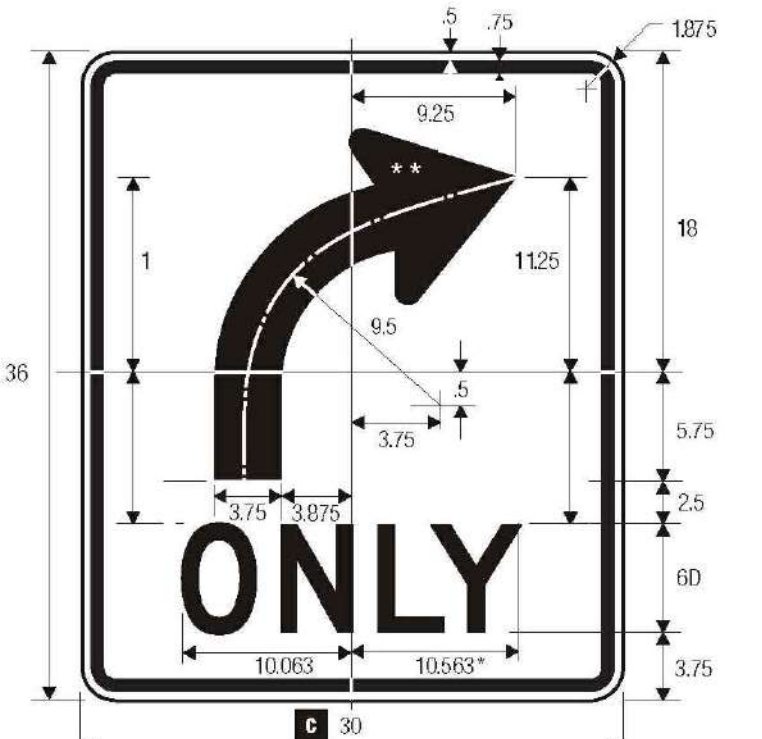
COLORS: LEGEND - WHITE (RETROREFLECTIVE)
 BACKGROUND - RED (RETROREFLECTIVE)
 1-1



- SIGN NOTES:
- HANDICAP PARKING SIGN & POLE (TYP) FOR EA HANDICAP PARKING SPACE
 - TOP PORTION OF SIGN SHALL HAVE A REFLECTORIZED BLUE BACKGROUND WITH WHITE REFLECTORIZED LEGEND AND BORDER (TYP)
 - BOTTOM PORTION OF SIGN SHALL HAVE A REFLECTORIZED WHITE BACKGROUND WITH BLACK OPAQUE LEGEND AND BORDER
 - SIGN FACE SHOULD BE LOCATED NO FURTHER THAN 6' FROM THE FRONT OF EACH PARKING SPACE WITH A MINIMUM 3'-0" CLEAR IF MOUNTED ON POST. WHERE SIGN IS MOUNTED ON BLDG, SIGN SHALL BE MOUNTED ON BUILDING WALL AT LOCATIONS DEPICTED ON SITE PLAN.
 - EACH SUCH PARKING SPACE SHALL BE CONSPICUOUSLY OUTLINED IN BLUE PAINT, AND SHALL BE POSTED AND MAINTAINED WITH A PERMANENT, ABOVE-GRADE SIGN BEARING THE INTERNATIONAL SYMBOL OF ACCESSIBILITY OR THE CAPTION "PARKING BY DISABLED PERMIT ONLY" OR BEARING BOTH SYMBOL AND CAPTION. SUCH SYMBOL SHALL NOT BE OBTUSCURED BY A VEHICLE PARKED IN THE SPACE. ALL HANDICAPPED PARKING SPACES MUST BE SIGNED AND MARKED IN ACCORDANCE WITH THE GOVERNING AGENCY.



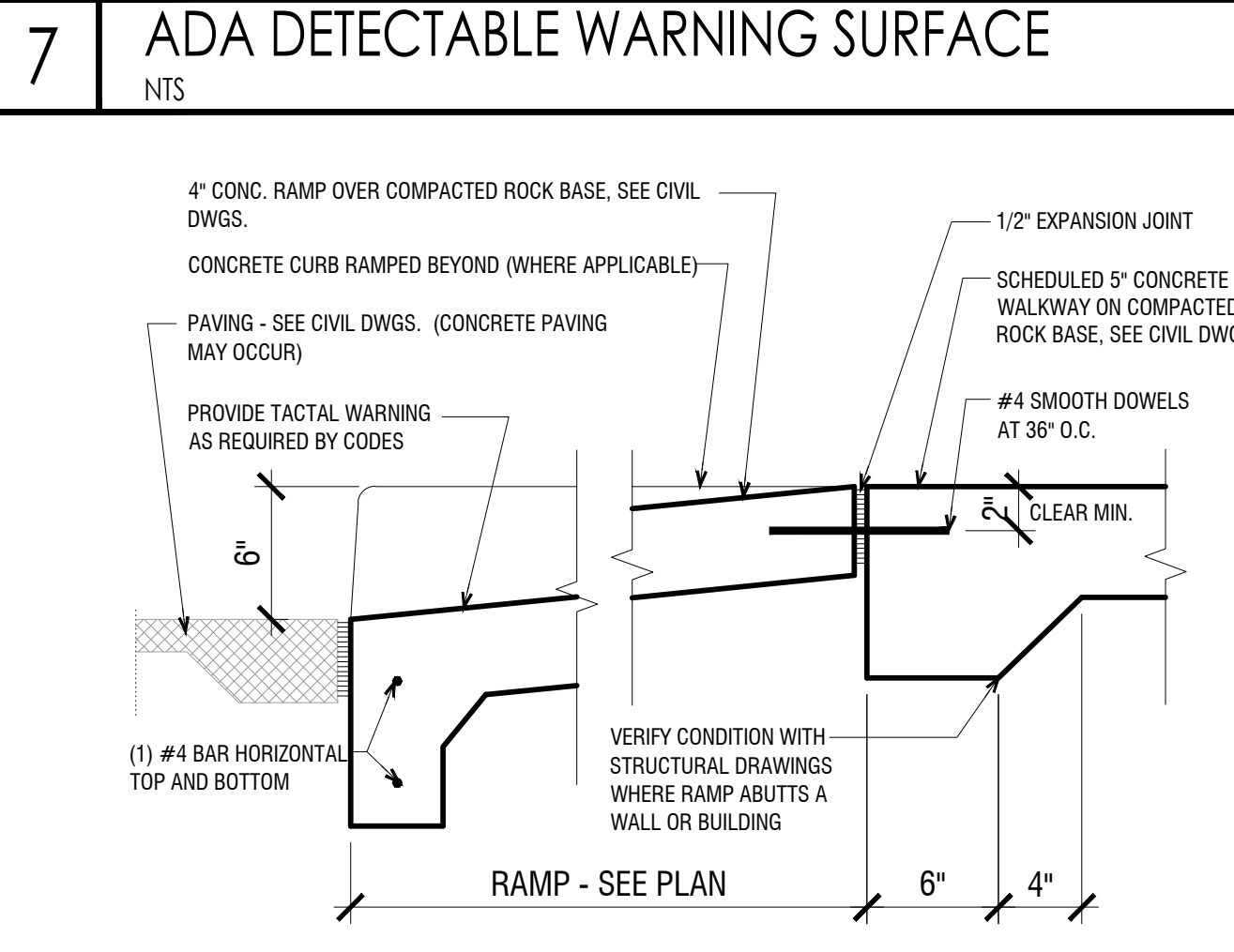
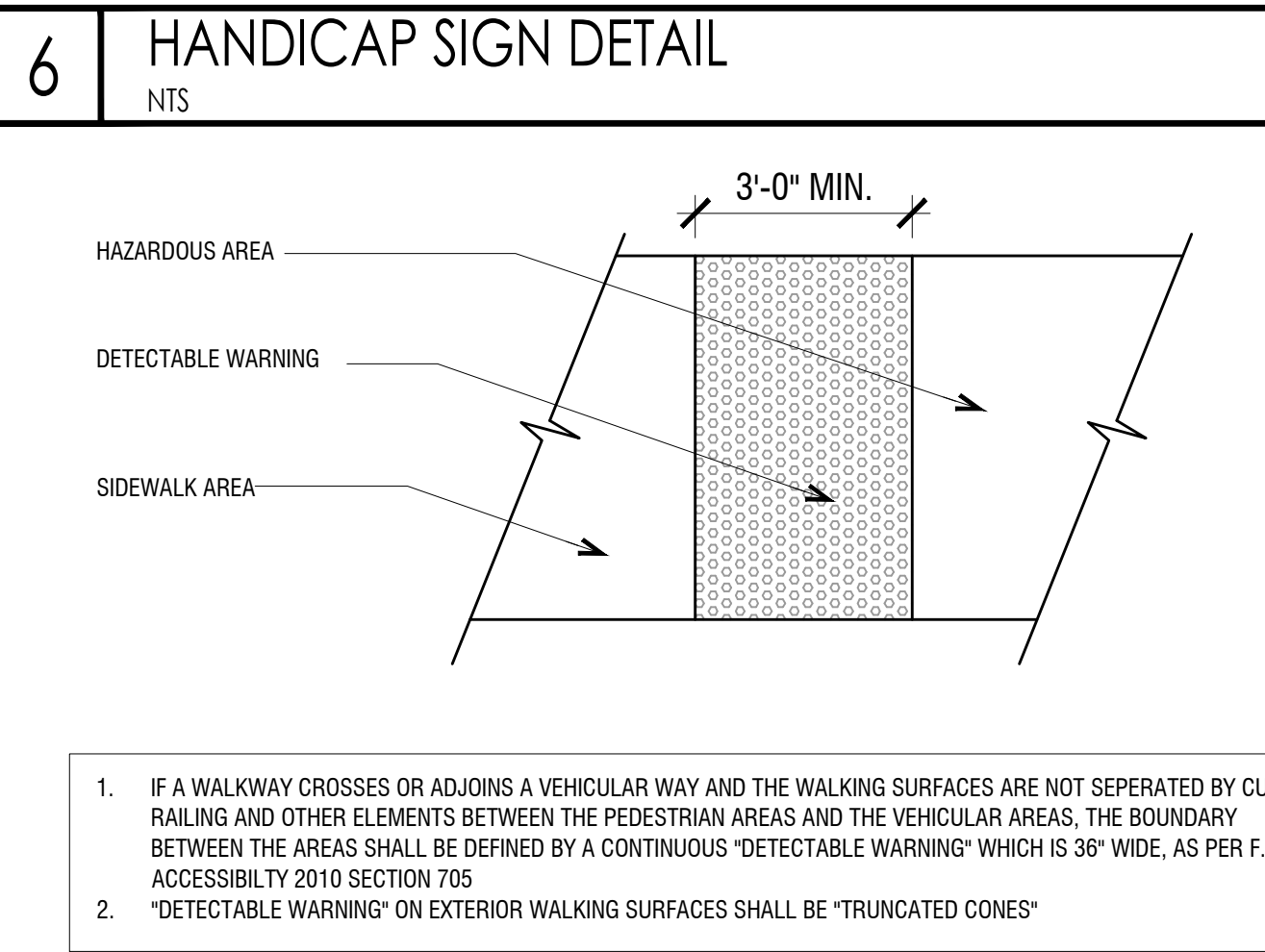
- ANY PART OF AN ACCESSIBLE ROUTE WITH A SLOPE GREATER THAN 1:20 SHALL BE CONSIDERED A RAMP AND SHALL COMPLY WITH FOLLOWING:
- SLOPE AND RISE - THE LEAST POSSIBLE SLOPE SHALL BE USED FOR ANY RAMP. THE MAXIMUM SLOPE OF A RAMP IN NEW CONSTRUCTION SHALL BE 1:12. THE MAXIMUM RISE FOR ANY RUN SHALL BE 30 IN.
- CLEAR WIDTH -
- MINIMUM CLEAR WIDTH OF A RAMP SHALL BE 44" CLEAR
 - RAMP THAT ARE PART OF A REQUIRED MEANS OF EGRESS SHALL BE NOT LESS THAN 44 INCHES CLEAR
- LANDINGS - RAMP SHALL HAVE LEVEL LANDINGS AT BOTTOM AND TOP OF EACH RAMP AND EACH RAMP RUN. LANDINGS SHALL HAVE THE FOLLOWING FEATURES:
- THE LANDING SHALL BE AT LEAST AS WIDE AS THE RAMP RUN LEADING TO IT.
 - IF RAMPS CHANGE DIRECTION AT LANDINGS, THE MINIMUM LANDING SIZE SHALL BE 60 INCHES BY 60 INCHES
 - IF A DOORWAY IS LOCATED AT A LANDING, THEN THE AREA IN FRONT OF THE DOORWAY SHALL COMPLY FBC ACCESSIBILITY 2010
- HANDRAILS - IF A RAMP RUN HAS A RISE GREATER THAN 6 IN OR A HORIZONTAL PROJECTION GREATER THAN 72 IN THEN IT SHALL HAVE HANDRAILS ON BOTH SIDES. HANDRAILS ARE NOT REQUIRED ON CURB RAMPS OR ADJACENT TO SEATING IN ASSEMBLY AREAS. HANDRAILS SHALL COMPLY WITH 4.26 OF THE ADA CODE AND SHALL HAVE THE FOLLOWING FEATURES:
- HANDRAILS SHALL BE PROVIDED ALONG BOTH SIDES OF RAMP SEGMENTS. THE INSIDE HANDRAIL ON SWITCHBACK OR DOGLEG RAMPS SHALL ALWAYS BE CONTINUOUS.
 - HANDRAILS ON RAMPS WHICH ARE NOT CONTINUOUS SHALL EXTEND NOT LESS THAN 18" BEYOND THE SLOPED SEGMENT AT BOTH THE TOP AND BOTTOM, AND SHALL BE PARALLEL TO THE FLOOR OR GROUND SURFACE.
 - THE CLEAR SPACE BETWEEN THE HANDRAIL AND THE WALL SHALL BE 1-1/2 INCH
 - GRIPPING SURFACES SHALL BE CONTINUOUS.
 - TOP OF HANDRAIL GRIPPING SURFACES SHALL BE MOUNTED BETWEEN 34 IN AND 38 IN ABOVE RAMP SURFACES.
 - ENDS OF HANDRAILS SHALL BE EITHER ROUNDED OR RETURNED SMOOTHLY TO FLOOR, WALL OR POST
 - HANDRAILS SHALL NOT ROTATE WITHIN THEIR FITTINGS.
- CROSS SLOPE SURFACES - THE CROSS SLOPE OR RAMP SURFACES SHALL BE NO GREATER THAN 1:50. RAMP SURFACES SHALL COMPLY W/ CHAPTER 4 OF FBC 2010 ACCESSIBILITY CODE.
- EDGE PROTECTION - RAMPS AND LANDINGS WITH DROP-OFFS SHALL HAVE CURBS, WALLS, RAILINGS OR PROJECTING SURFACES THAT PREVENT PEOPLE FROM SLIPPING OF THE RAMP. CURBS SHALL BE A MINIMUM OF 2 IN HIGH
- OUTDOOR CONDITIONS - OUTDOOR RAMPS AND THEIR APPROACHES SHALL BE DESIGNED SO THAT WATER WILL NOT ACCUMULATE ON WALKING SURFACES.



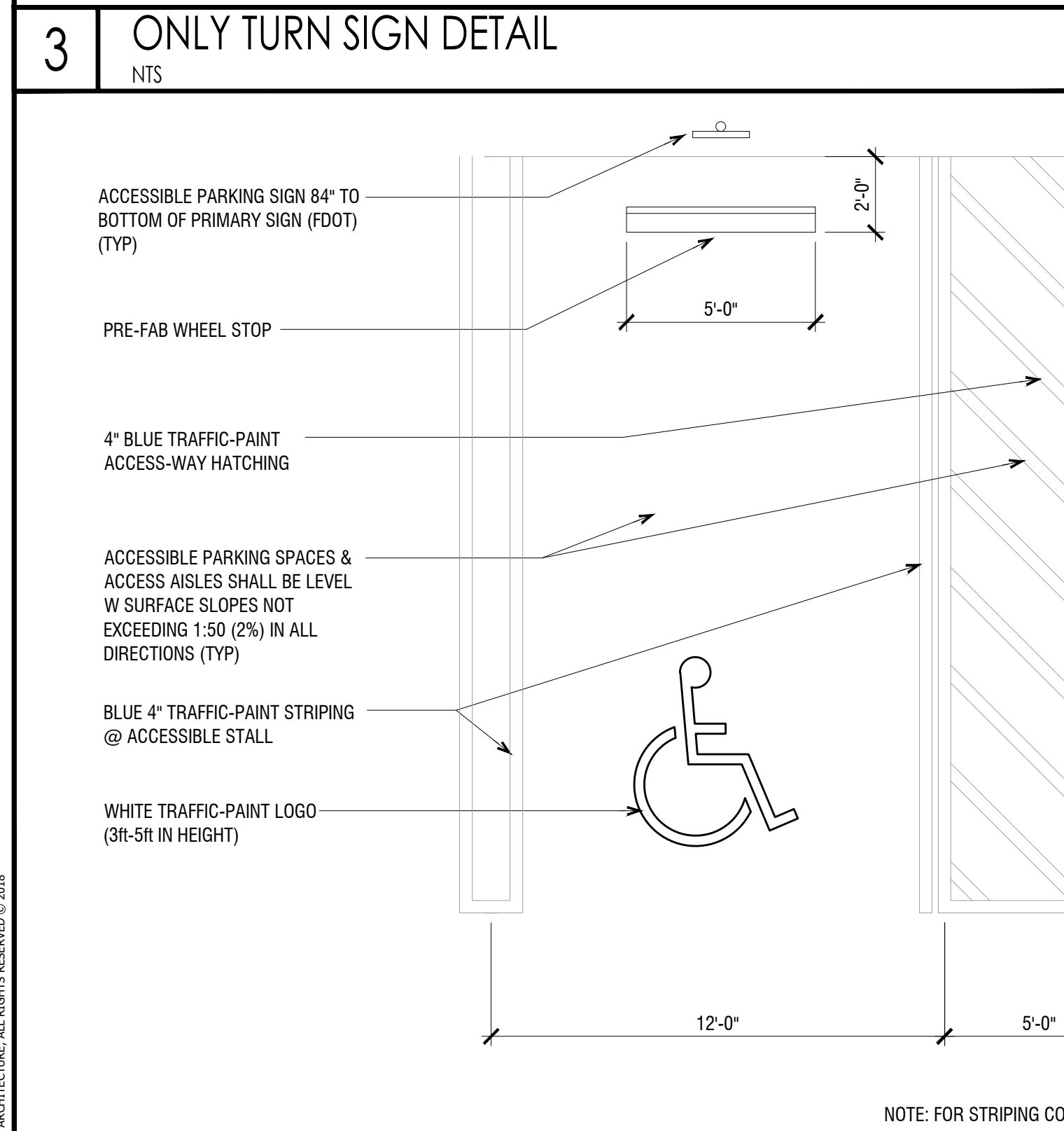
R3-5R MANDATORY MOVEMENT LANE CONTROL
 *Reduce spacing to fit
 **See page 62 for design details.



COLORS: SYMBOL - RED (RETROREFLECTIVE)
 LEGEND & BACKGROUND - WHITE (RETROREFLECTIVE)



8 ACCESSIBLE RAMP SECTION
 N.T.S.



5 HANDICAP PARKING STRIPING
 N.T.S.

3 ONLY TURN SIGN DETAIL
 N.T.S.

1 DO NOT ENTER SIGN DETAIL
 N.T.S.

2 STOP LOGO DETAIL
 N.T.S.

4 LOADING ZONE SIGN DETAIL
 N.T.S.

6 HANDICAP SIGN DETAIL
 N.T.S.

7 ADA DETECTABLE WARNING SURFACE
 N.T.S.

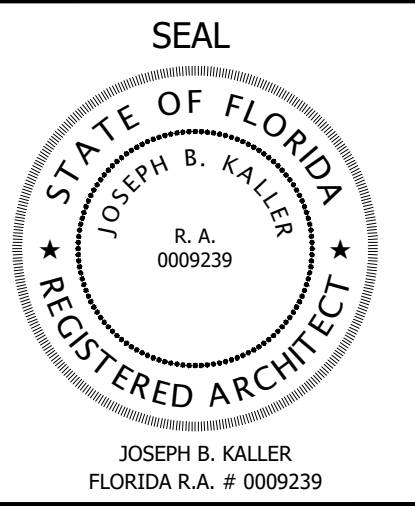
9 HANDICAP LOGO DETAIL
 N.T.S.

10 SIGNAGE DETAIL
 N.T.S.

11 SITE ACCESSIBILITY NOTES
 N.T.S.



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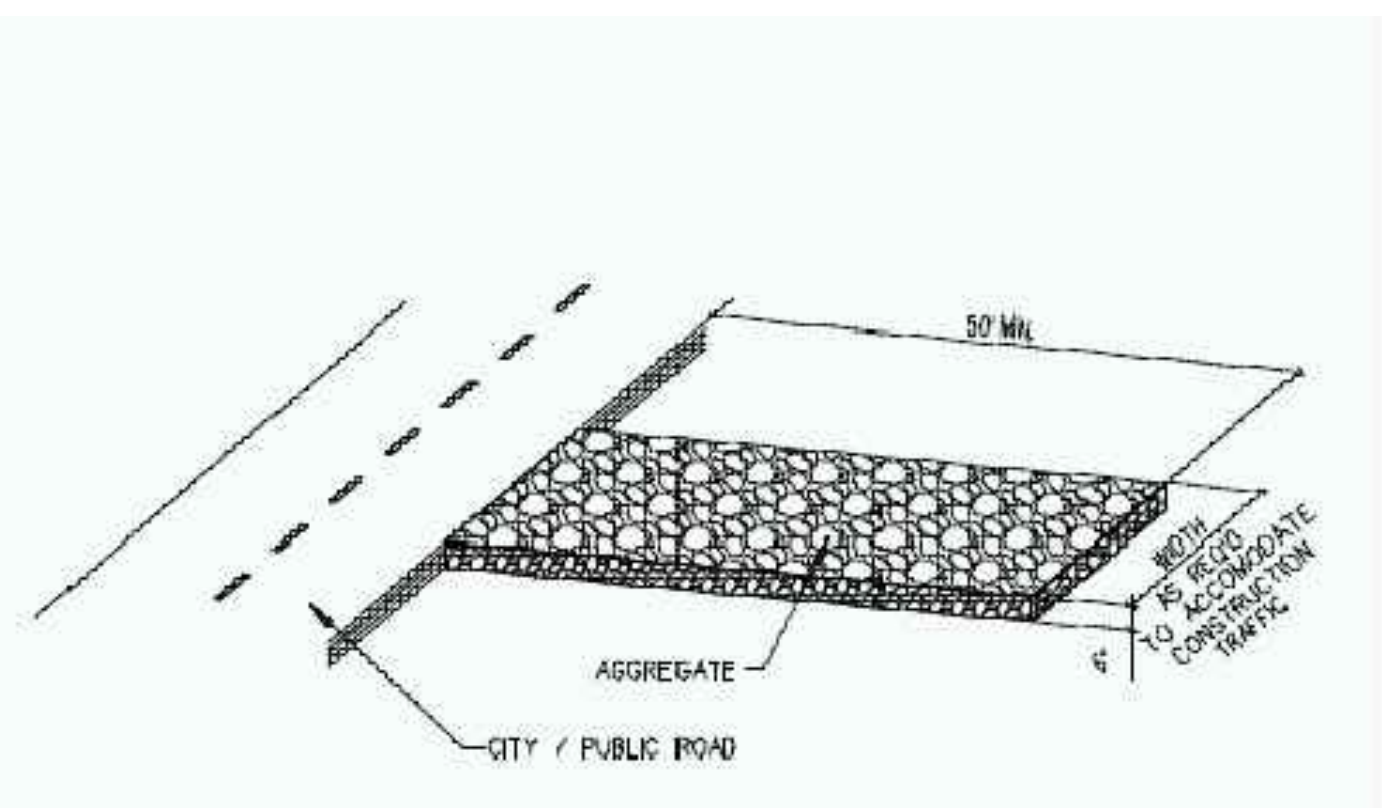
PROJECT TITLE
 17450 BISCAYNE BLVD.
 SHOPPES
 NORTH MIAMI BEACH, FL. 33162

SHEET TITLE
 TRAD PACKAGE
 SIGNS AND PARKING STRIPING
 DETAILS

BOARD/ COMMITTEE	DATE	DESCRIPTION
TRAD	07.05.24	TECH. REVIEW

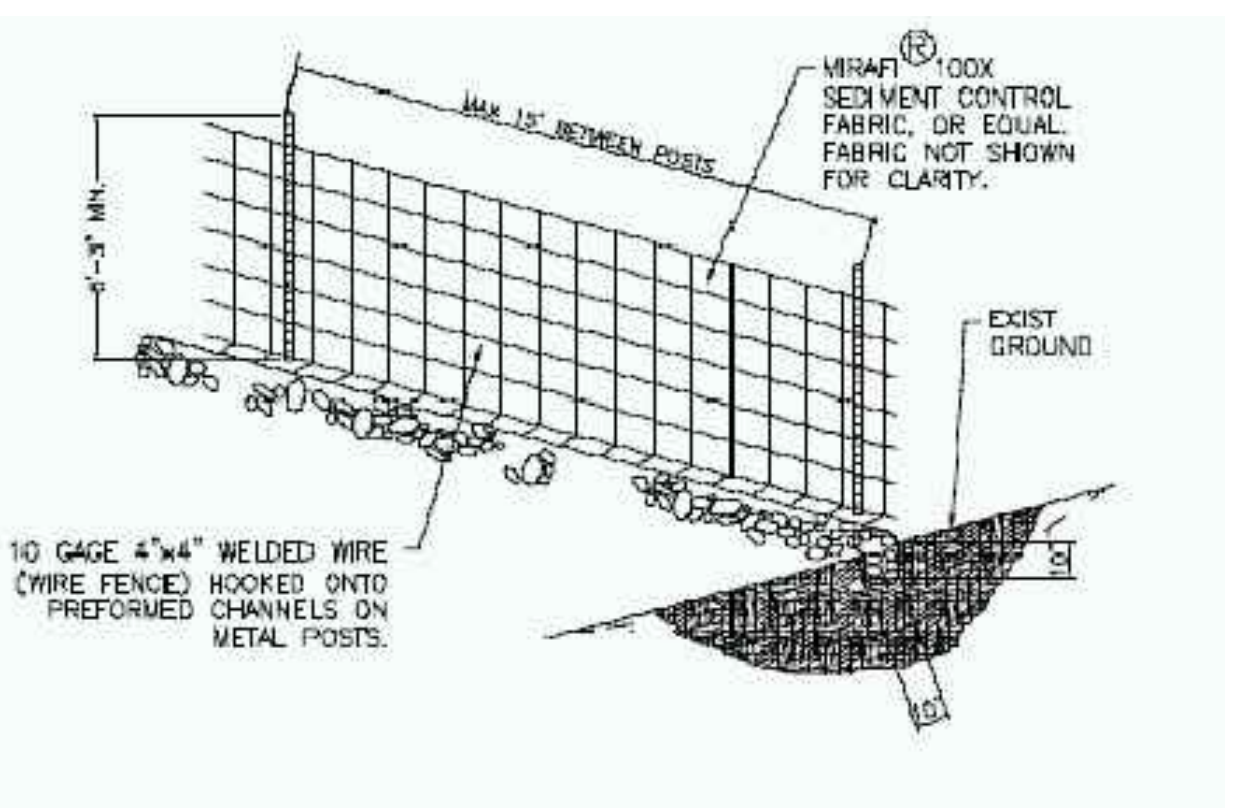
PROJECT No.: 23101
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 SP-3.0



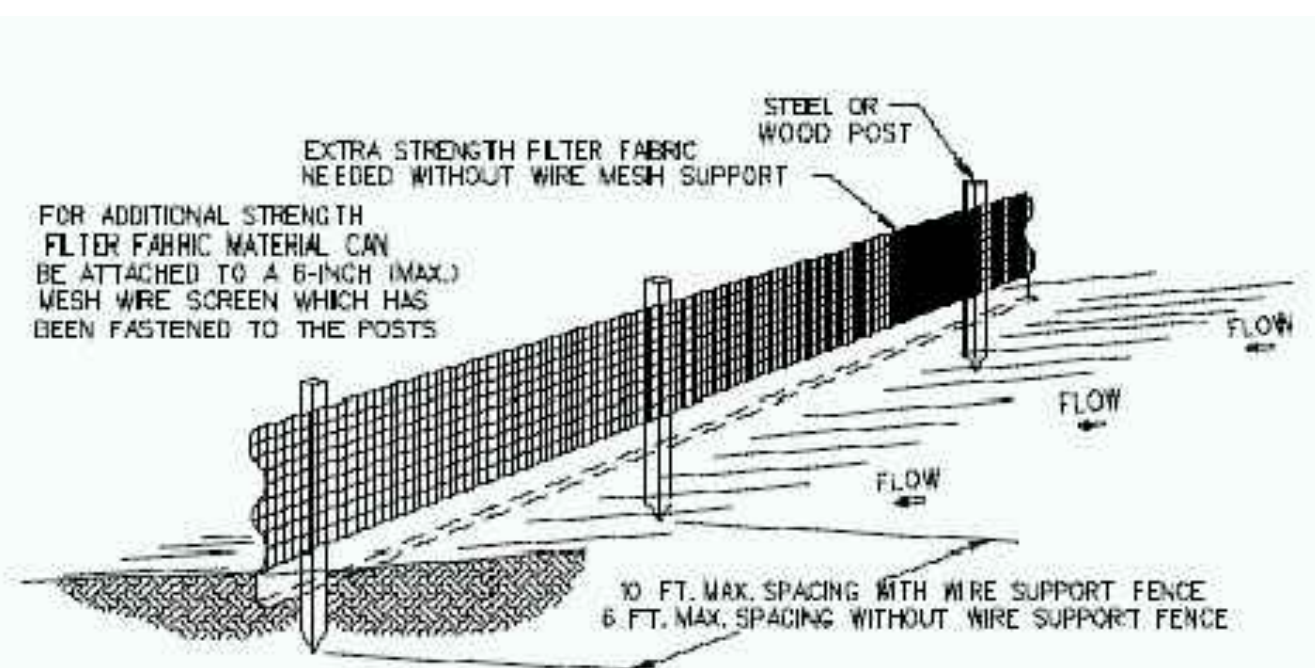
NOTE:
A CONSTRUCTION ENTRANCE SHALL BE CONSTRUCTED AND CONTAIN AN AGGREGATE LAYER (FDOT AGGREGATE NO. 1), AT LEAST 6-INCHES THICK. IT MUST EXTEND TO THE WIDTH OF THE VEHICULAR INGRESS AND EGRESS AREA.

STABILIZED CONSTRUCTION ENTRANCE DETAIL D9.1C



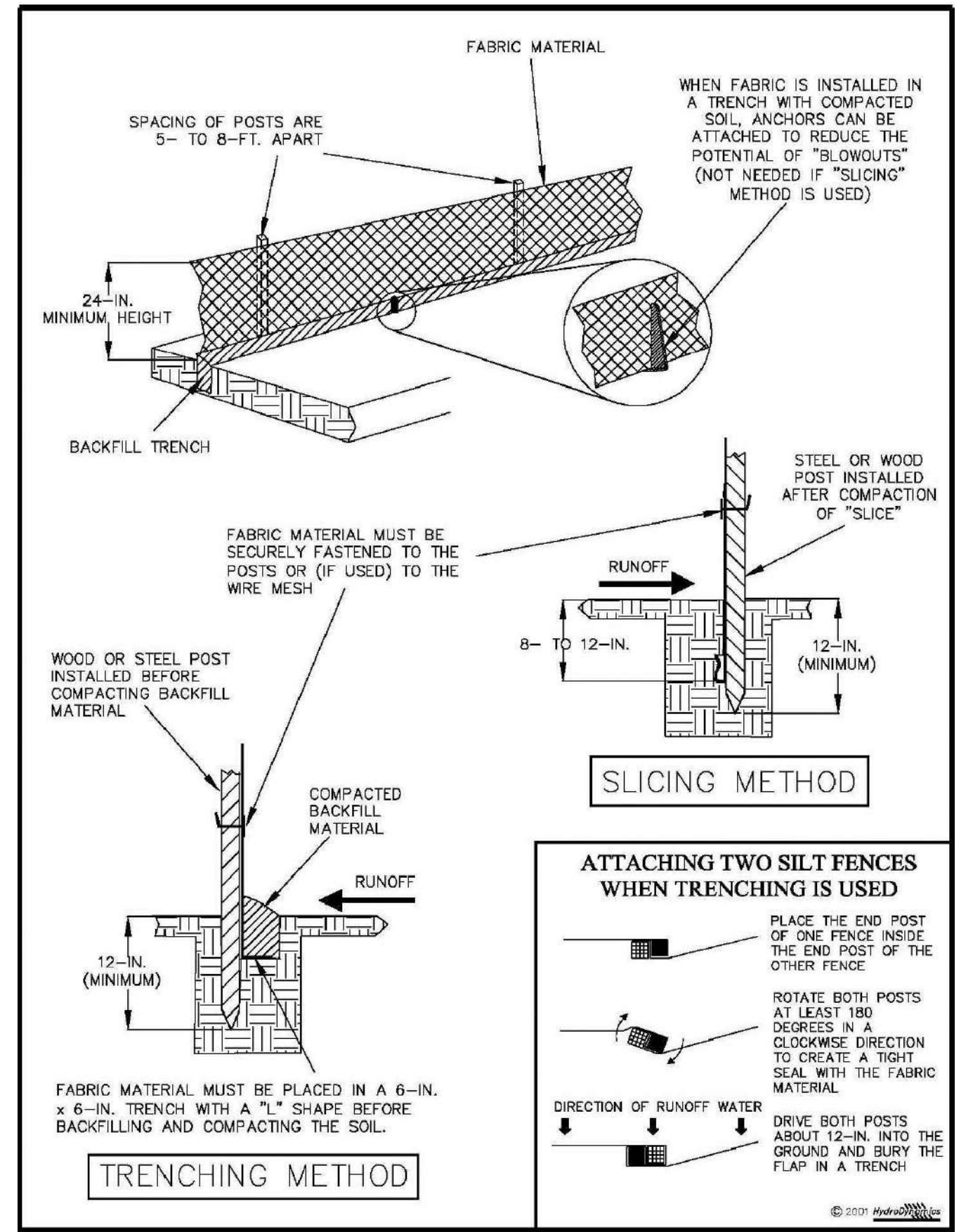
- NOTES:
1. DRIVE WOOD POSTS (1.3 LBS/FT MIN) 18" MIN INTO GROUND AND EXCAVATE A 4"x4" TRENCH UP/HILL 8" LONG (MIN) ALONG LINE OF POSTS; WOOD.
 2. POSTS 4" IN DIAMETER OR 2"x4" MAY BE USED. ATTACH WIRE FENCE TO POSTS AND EXTEND THE BOTTOM OF THE FENCE 8" INTO THE EXCAVATED TRENCH. ALTERNATE: USE SEDIMENT CONTROL FABRIC WITH PRE-BEAM POCKETS FOR POSTS SO THAT WIRE FENCE IS NOT NEEDED.
 3. ATTACH THE SEDIMENT CONTROL FABRIC (36" WIDE) TO THE WIRE FENCE W/ METAL CLIPS OR WIRE AND EXTEND THE BOTTOM OF THE FABRIC 6" INTO THE TRENCH.
 4. BOTTOM OF SEDIMENT CONTROL FABRIC MUST BE PLACED IN TRENCH AND SECURED WITH GRANULAR FILL TO A HEIGHT OF 6" ABOVE GROUND LEVEL, SO THAT RUNOFF IS FORCED TO GO THROUGH THE FENCE AND CANNOT GO UNDER IT.
 5. SILT FENCE SHALL BE MAINTAINED AND TRAPPED SEDIMENTS SHALL BE REMOVED BY THE CONTRACTOR PERIODICALLY AS DETERMINED BY THE ENGINEER OR AS NECESSARY (MAX. 6 MONTHS).
 6. THE CONTRACTOR IS REQUIRED TO REMOVE ALL SILT FENCES AND AREA TO BE RESTORED TO THE ORIGINAL CONDITION UPON COMPLETION OF CONSTRUCTION.

SILT FENCE DETAIL D105



- NOTES:
1. THE HEIGHT OF A SILT FENCE SHALL NOT EXCEED 36 INCHES (90 CM).
 2. THE FILTER FABRIC SHALL BE PURCHASED IN A CONTINUOUS ROLL CUT TO THE LENGTH OF THE BARRIER TO AVOID THE USE OF JOINTS.
 3. POSTS SHALL BE SPACED A MAXIMUM OF 10 FEET (3 M) APART AT THE BARRIER LOCATION AND DRIVEN SECURELY TO THE UPOLOPE SIDE OF THE POSTS USING HEAVY DUTY WIRE STAPLES AT LEAST 1 INCH (25 MM) LONG. THE WIRES OR HOE RINGS, THE WIRE SHALL EXTEND INTO THE TRENCH A MINIMUM OF 2 INCHES (5 CM) AND SHALL NOT EXTEND MORE THAN 36 INCHES (90 CM) ABOVE THE ORIGINAL GROUND SURFACE.
 4. A TRENCH SHALL BE EXCAVATED APPROXIMATELY 4 INCHES (10 CM) WIDE AND 4 INCHES (10 CM) DEEP ALONG THE LINE OF POSTS AND UPOLOPE FROM THE BARRIER.
 5. WHEN STANDARD STRENGTH FILTER FABRIC IS USED, A WIRE MESH SUPPORT FENCE SHALL BE FASTENED SECURELY TO THE UPOLOPE SIDE OF THE POSTS USING HEAVY DUTY WIRE STAPLES AT LEAST 1 INCH (25 MM) LONG. THE WIRES OR HOE RINGS, THE WIRE SHALL EXTEND INTO THE TRENCH A MINIMUM OF 2 INCHES (5 CM) AND SHALL NOT EXTEND MORE THAN 36 INCHES (90 CM) ABOVE THE ORIGINAL GROUND SURFACE.
 6. THE STANDARD STRENGTH FILTER FABRIC SHALL BE STAPLED OR WIRED TO THE FENCE, AND 8 INCHES (20 CM) OF THE FABRIC SHALL BE EXTENDED INTO THE TRENCH. THE FABRIC SHALL NOT EXTEND MORE THAN 36 INCHES (90 CM) ABOVE THE ORIGINAL GROUND SURFACE.
 7. THE TRENCH SHALL BE BACKFILLED AND THE SOIL COMPACTED OVER THE FILTER FABRIC.
 8. ALL PROJECTS REQUIRE SUBMITTAL OF POLLUTION PREVENTION PLAN (PPP).
 9. ALL PROJECTS 1 AC. OR MORE MUST SUBMIT NOTICE OF INTENT (NOI) TO DEEP.

SILT FENCE INSTALLATION DETAIL D 9.1a
Sheet 1 of 2



SILT FENCE BARRIER INSTALLATION 11/03

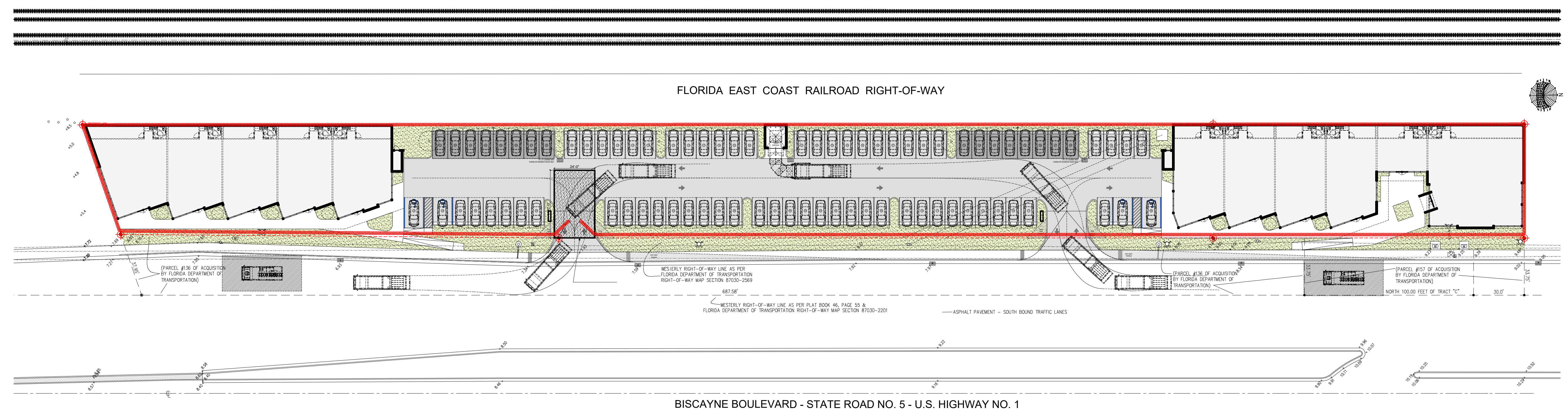
1 STABILIZED CONSTRUCTION ENTRANCE DETAIL
NTS

2 SILT FENCE DETAIL
NTS

3 SILT FENCE INSTALLATION DETAIL
NTS

4 SILT FENCE BARRIER INSTALLATION
NTS

WEST DIXIE HIGHWAY - STATE ROAD NO. 909



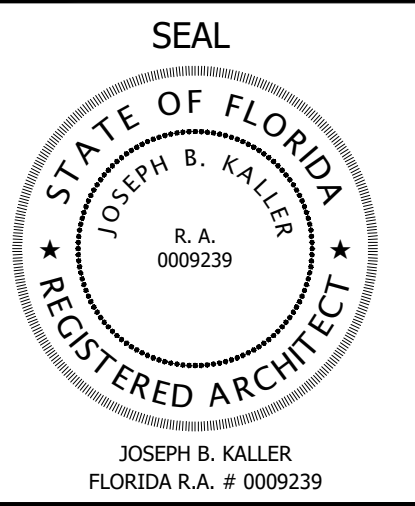
BISCAYNE BOULEVARD - STATE ROAD NO. 5 - U.S. HIGHWAY NO. 1

EROSION CONTROL NOTES:

1. THE INTENT OF EROSION CONTROL MEASURES INDICATED GRAPHICALLY ON PLANS IS TO PROVIDE A BARRIER TO CONTAIN SILT AND SEDIMENT ON THE PROJECT SITE. THIS REPRESENTATION IS PROVIDED FOR THE CONVENIENCE OF THE CONTRACTOR. THE TEST OF EROSION CONTROL EFFECTIVENESS IS NOT TO BE DETERMINED BY ADHERENCE TO THE REPRESENT SET FORTH ON THE DRAWINGS AND SPECIFICATIONS, BUT BY MEETING THE REGULATIONS SET FORTH BY THE AUTHORITY HAVING JURISDICTION OVER WATER QUALITY CONTROL AND OTHER SEDIMENTATION RESTRICTION REQUIREMENTS IN THE REGION.
2. APPROVED EROSION AND SEDIMENT CONTROL MEASURES SHALL BE INSTALLED PRIOR TO ANY CLEARING, GRADING, EXCAVATION, FILLING, OR OTHER LAND DISTURBANCE ACTIVITIES, EXCEPT THOSE OPERATIONS NEEDED TO INSTALL SUCH MEASURES.
3. INSPECTION OF ALL EROSION CONTROL MEASURES SHALL BE CONDUCTED WEEKLY, OR AFTER EACH RAINFALL EVENT, REPAIR, AND/OR REPLACEMENT OF SUCH MEASURES SHALL BE MADE PROMPTLY, AS NEEDED.
4. KEEP DUST WITHIN TOLERABLE LIMITS BY SPRINKLING OR OTHER ACCEPTABLE MEANS.
5. ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES MAY BE REQUIRED IF DEEMED NECESSARY BY ONSITE INSPECTION.
6. FAILURE TO PROPERLY INSTALL AND MAINTAIN EROSION CONTROL PRACTICES SHALL RESULT IN CONSTRUCTION BEING HALTED.
7. DRAINAGE INLETS SHALL BE PROTECTED BY FILTER AND GRADED ROCK, AS PER INLET PROTECTION DETAIL.
8. ANY ACCESS ROUTES TO SITE SHALL BE BASED WITH CRUSHED STONE, WHERE PRACTICAL.
9. EROSION CONTROL MEASURES ARE TO BE MAINTAINED UNTIL PERMANENT GROUND COVER IS ESTABLISHED. WHENEVER FEASIBLE, NATURAL VEGETATION SHALL BE RETAINED AND PROTECTED.
10. ALL WORK IS TO BE IN COMPLIANCE WITH THE RULES AND REGULATIONS SET FORTH BY THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND THE CITY OF NORTH MIAMI BEACH.
11. DISCHARGE FROM DEWATERING OPERATIONS SHALL BE RETAINED ONSITE IN A CONTAINMENT AREA.

5 TEMPORARY FENCING SITE PLAN
NTS

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SHEET TITLE
TRAD PACKAGE
TEMPORARY FENCING PLAN

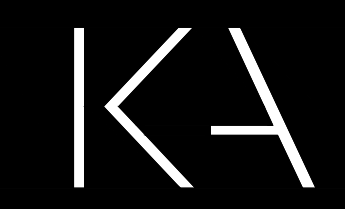
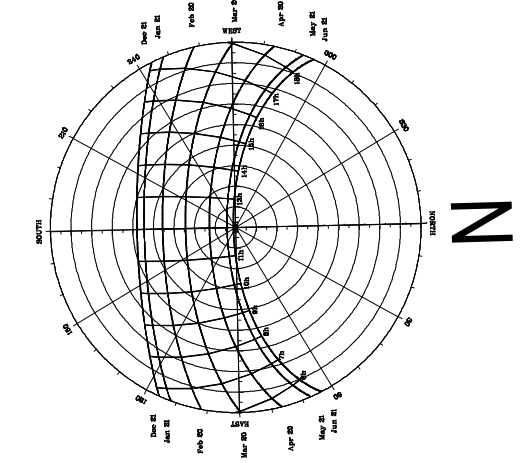
MEETING DATES

BOARD/ COMMITTEE	DATE	DESCRIPTION
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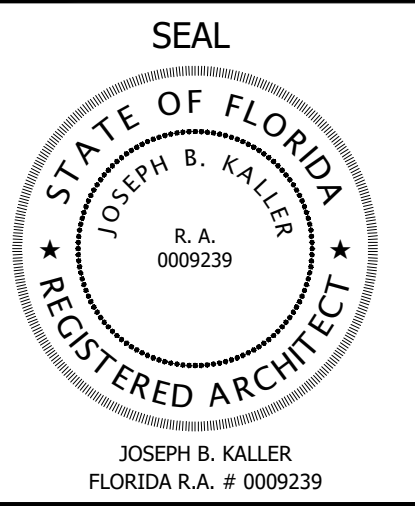
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PROJECT TITLE
 17450 BISCAYNE BLVD.
 SHOPS
 NORTH MIAMI BEACH, FL. 33162

SHEET TITLE
 TRAD PACKAGE
 GROUND FLOOR SOUTH BLDG.
 (BUILDING #1)

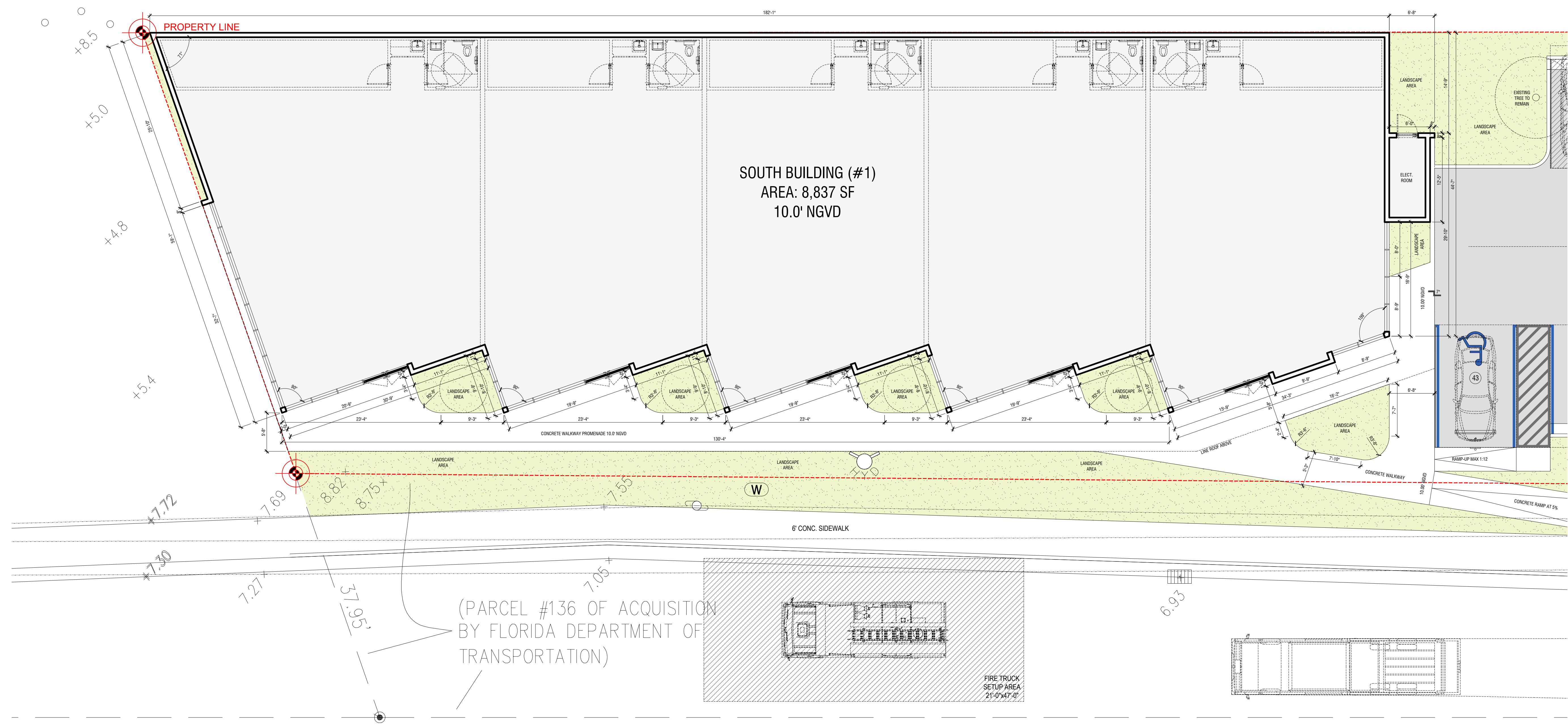
MEETING DATES

BOARD/ COMMITTEE	DATE	DESCRIPTION
TRAD	07.05.24	TECH. REVIEW

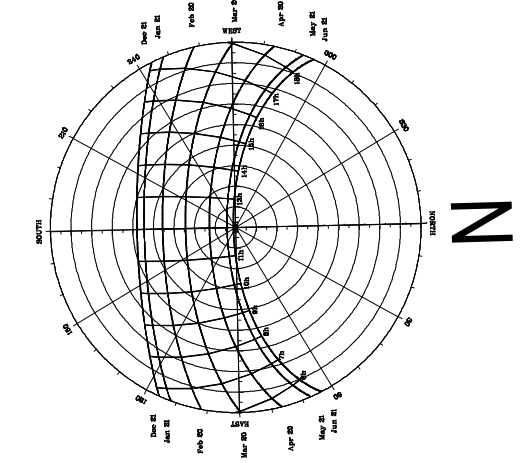
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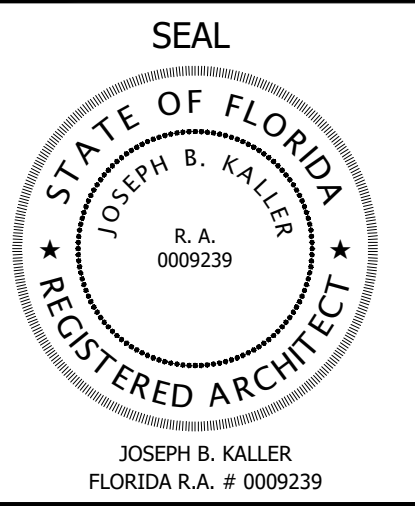
SHEET
A-1.1



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PROJECT TITLE
 17450 BISCAYNE BLVD.
 SHOPS
 NORTH MIAMI BEACH, FL. 33162

SHEET TITLE
 TRAD PACKAGE
 GROUND FLOOR NORTH BLDG.
 (BUILDING #2)

MEETING DATES

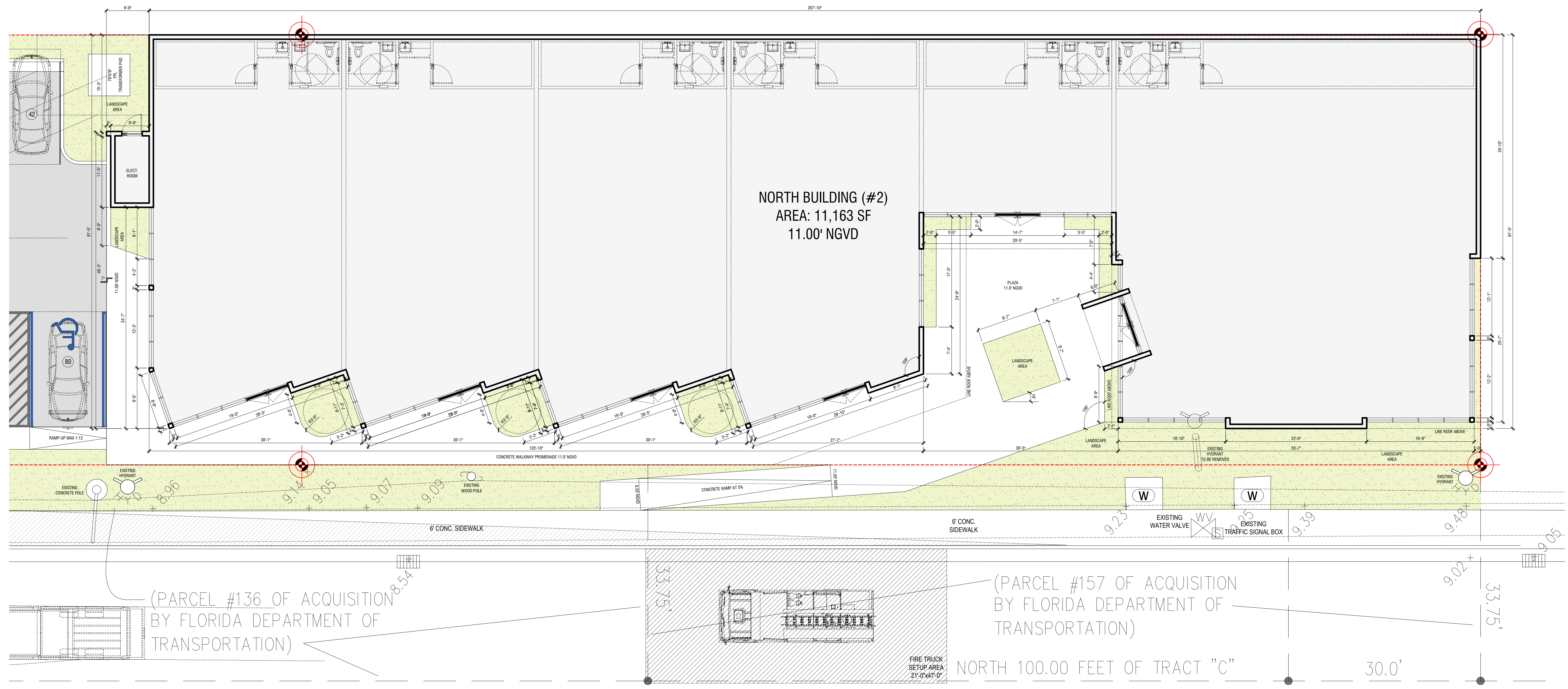
BOARD/ COMMITTEE	DATE	DESCRIPTION
TRAD	07.05.24	TECH. REVIEW

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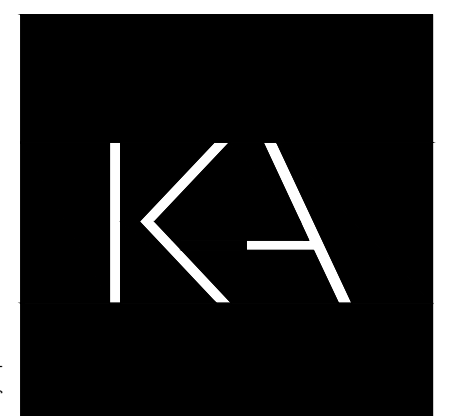
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SHEET

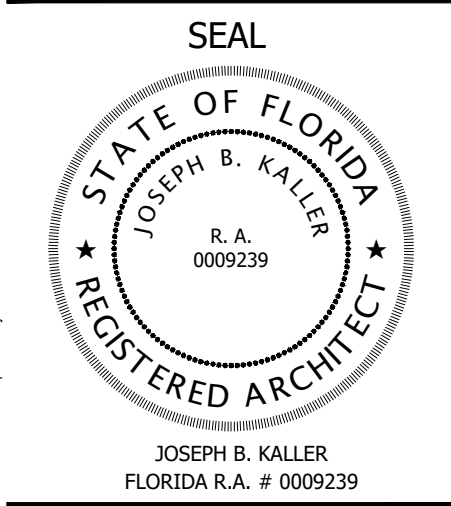
A-1.2



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PROJECT TITLE
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SHEET TITLE
 TRAD PACKAGE
 SOUTH BLDG. (BUILDING #1)
 ELEVATIONS

MEETING DATES

BOARD/ COMMITTEE	DATE	DESCRIPTION
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SHEET

A-2.1



1 EAST ELEVATION - SOUTH BUILDING
 1/8"=1'-0"



2 SOUTH ELEVATION - SOUTH BUILDING
 1/8"=1'-0"



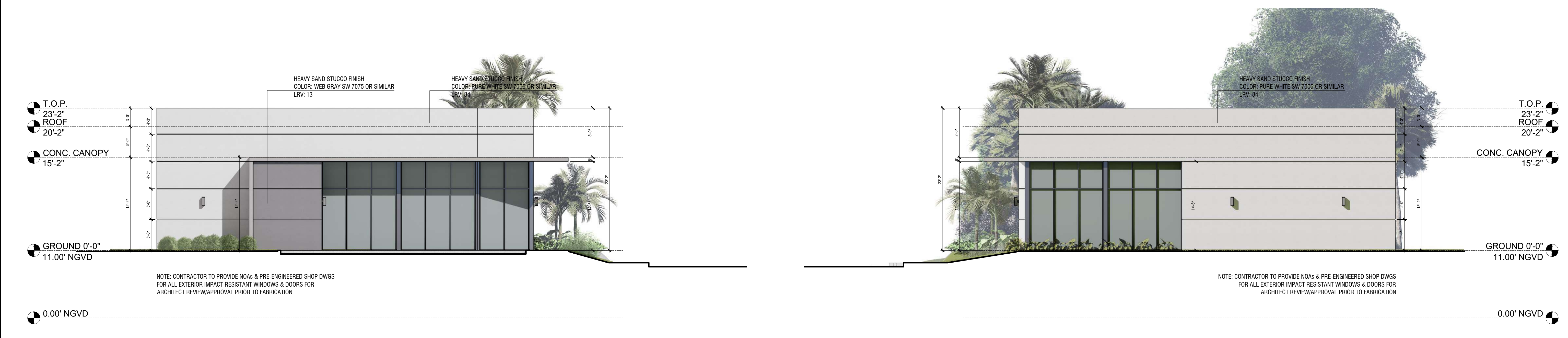
3 NORTH ELEVATION - SOUTH BUILDING
 1/8"=1'-0"



4 WEST ELEVATION - SOUTH BUILDING
 1/8"=1'-0"



1 EAST ELEVATION - NORTH BUILDING
1/8"=1'-0"



2 SOUTH ELEVATION - NORTH BUILDING
1/8"=1'-0"

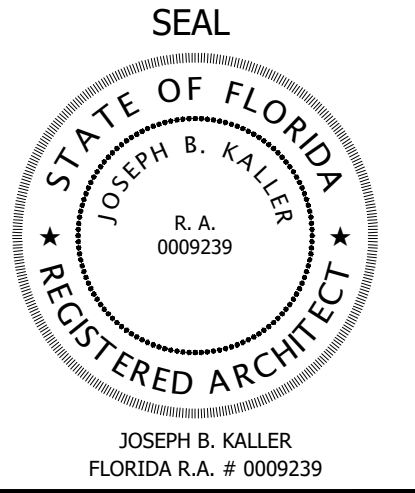
3 NORTH ELEVATION - NORTH BUILDING
1/8"=1'-0"



4 WEST ELEVATION - NORTH BUILDING
1/8"=1'-0"



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**17450 BISCAYNE BLVD.
SHOPPES**
NORTH MIAMI BEACH, FL. 33162

SHEET TITLE
**TRAD PACKAGE
NORTH BLDG. (BUILDING #2)
ELEVATIONS PHASE 01**

MEETING DATES

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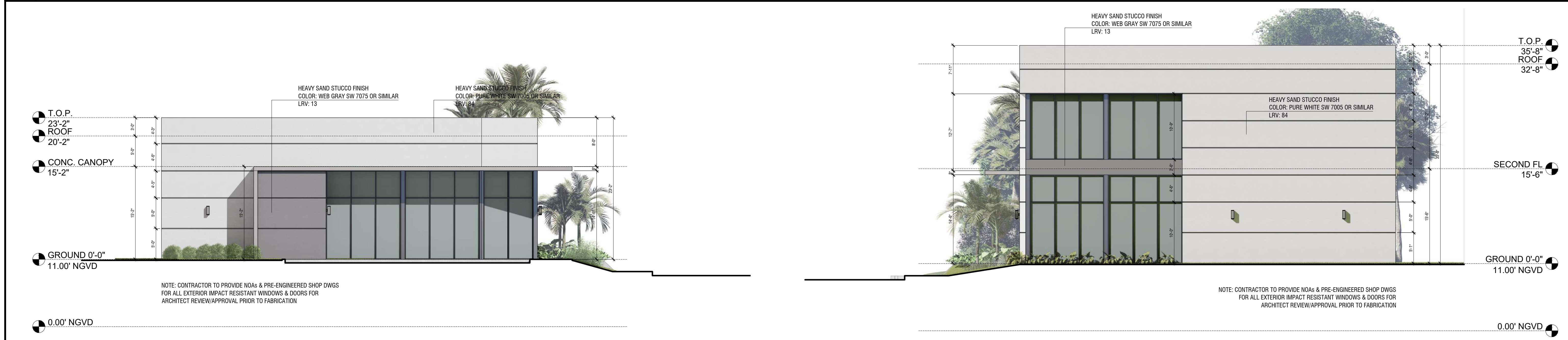
PROJECT No.: 23101
DATE: 08.22.24
DRAWN BY: SCHIFFINO
CHECKED BY: JBK

SHEET
A-2.2



NOTE: CONTRACTOR TO PROVIDE NOAs & PRE-ENGINEERED SHOP DWGS FOR ALL EXTERIOR IMPACT RESISTANT WINDOWS & DOORS FOR ARCHITECT REVIEW/APPROVAL PRIOR TO FABRICATION

1 EAST ELEVATION - NORTH BUILDING
1/8"=1'-0"



NOTE: CONTRACTOR TO PROVIDE NOAs & PRE-ENGINEERED SHOP DWGS FOR ALL EXTERIOR IMPACT RESISTANT WINDOWS & DOORS FOR ARCHITECT REVIEW/APPROVAL PRIOR TO FABRICATION

NOTE: CONTRACTOR TO PROVIDE NOAs & PRE-ENGINEERED SHOP DWGS FOR ALL EXTERIOR IMPACT RESISTANT WINDOWS & DOORS FOR ARCHITECT REVIEW/APPROVAL PRIOR TO FABRICATION

2 SOUTH ELEVATION - NORTH BUILDING
1/8"=1'-0"

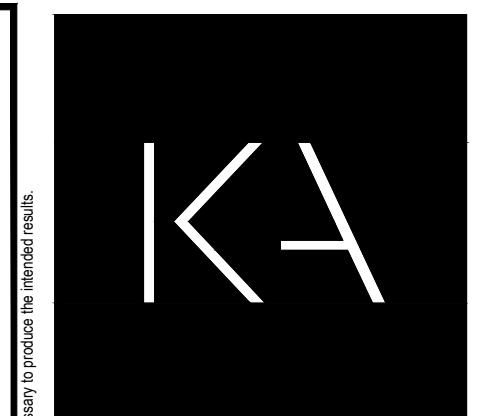
3 NORTH ELEVATION - NORTH BUILDING
1/8"=1'-0"



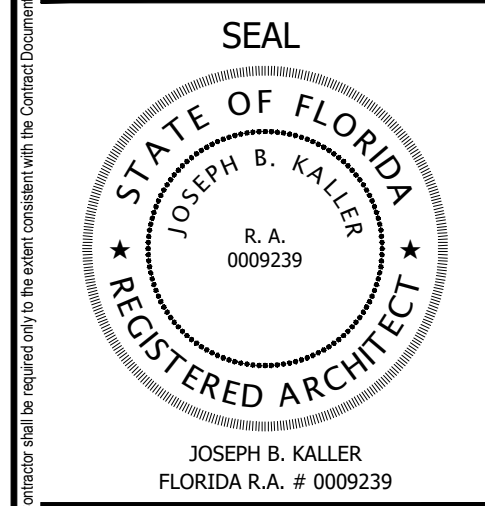
HEAVY SAND STUCCO FINISH COLOR: WEB GRAY SW 7075 OR SIMILAR LRV: 13

NOTE: CONTRACTOR TO PROVIDE NOAs & PRE-ENGINEERED SHOP DWGS FOR ALL EXTERIOR IMPACT RESISTANT WINDOWS & DOORS FOR ARCHITECT REVIEW/APPROVAL PRIOR TO FABRICATION

4 WEST ELEVATION - NORTH BUILDING
1/8"=1'-0"



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joseph@kallerarchitects.com
www.kallerarchitects.com



PROJECT TITLE
17450 BISCAYNE BLVD. SHOPPES
NORTH MIAMI BEACH, FL. 33162

SHEET TITLE
TRAD PACKAGE NORTH BLDG. (BUILDING #2) ELEVATIONS PHASE 02

MEETING DATES

BOARD/ COMMITTEE	DATE	DESCRIPTION
TRAD	07.05.24	TECH. REVIEW

This drawing, as an instrument of service, is and shall remain the property of the Architect and shall not be reproduced, published or used in any way without the permission of the Architect.

PROJECT No.: 23101
DATE: 08.22.24
DRAWN BY: SCHIFFINO
CHECKED BY: JBK

SHEET
A-2.3



**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

TO:	Mayor and City Commission
FROM:	Edward Ng, AICP, Interim Community Development Director
VIA:	City Manager Mario A. Diaz
DATE:	October 15, 2024

RE: Resolution No. R2024-117 Approving/Denying Site Plan and Variances for Feldman House (Edward Ng, AICP, Interim Community Development Director)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY

IMPACT:

ATTACHMENTS:

Description

- Memo
- Staff Report- Feldman House
- Resolution
- Site Plan



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: September 15th, 2024

SUBJECT: **Feldman Warehouse**

On September 9th, 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 35-foot, two story warehouse building with 11,408 square feet of warehouse space and 3,331 square feet of office mezzanine space, located at 1981 NE 153rd 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 uses of an intensive retail, service, wholesale and light industrial or processing nature which generally play a distributive or supporting role to the overall business community and do not require immediate access to the consumer public, the Feldman Warehouse Project requires approval of its site plan application and four related variances. Currently, the Property is divided in to three parcels which were combined through Unity of Title. Lot 1 currently has a one-Story 2,000 square foot office building. Lot 2 is currently Vacant, and Lot 3 currently has a 558 square foot structure. The Applicant intends to construct and occupy the proposed 35-foot, two-story building. The ground floor will encompass 11,408 square feet of warehouse space and the second floor features a 3,331 square foot office mezzanine. The total building square footage will be 14,740 square feet. To complete the project the Applicant requests 4 variances for parking, landscape buffers, terminal islands and interior islands. 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.



City of North Miami Beach, Florida

Community Development Department – Planning & Zoning Division

17050 NE 19TH AVENUE
1ST FLOOR
NORTH MIAMI BEACH, FLORIDA 33162
(305) 354-4456

CITY COMMISSION MEETING

Meeting: 10/15/2024

File No: 24-26

Application Name: Feldman Warehouse

General Data

Applicant: Jennifer Salman

Location: 1981-2011 NE 153 Street

PCN: 07-2216-019-0090

Property Size: 14,740 sq. ft.

Lot Size: 28,189 sq. ft.

FLUM: Industrial

Zoning: B-4 Distribution Business & Light Industrial District

Adjacent Zoning:

- North: B-4
- East: B-2
- West: B-2, B-1
- South: CF

Existing Land Use: Lot 1: One-Story 2,000 SF Office Building, Lot 2: Vacant, Lot 3: 558 SF Struc.

Proposed Land Use: Feldman Warehouse

Proposed Gross Floor Area for Office: 3,331 sq. ft.

Proposed Floor Area for Warehouse: 11,408 sq. ft.



The item before the Commission:

The item before the City Commission is a request for Site Plan Approval with variances for the construction of a two-story warehouse building located at 1981-2011 NE 153rd Street.

Optional Commission Motions:

1. **Move to continue** with direction.
2. **Move approval** of the Variance (File# 24-26) requested for the "Feldman Warehouse" development located at 1981-2011 NE 153rd 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# 24-26) requested for the "Feldman Warehouse" development located at 1981-2011 NE 153rd 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 previously consisted of three parcels that were later combined into one parcel through Unity of Title. The property is located at the address: 1981-2011 NE 153rd Street. Currently, the Property has an existing one-story 2,000 square-foot office building which was constructed between 1960-1964. The second lot is an 8,472 square-foot vacant lot with no existing structures. The third lot is 11,092 square feet and includes a 558 square-foot structure. The property is located in the Industrial Railroad Subdivision, which is an area that primarily consists of warehouse buildings.

Project Planner:
Mario Duron

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

Review Dates:

Planning & Zoning Board:
September 09th, 2024

City Commission:
October 15th, 2024

Attachments

1. Draft Resolution
2. Letter of Intent
3. Survey
4. Site Plan
5. Elevation Drawings

More particularly the property is located in the B-4 zoning district, which looks to provide suitable sites for the development of uses of an intensive retail, service, wholesale, and light industrial or processing nature which generally play a distributive or supporting role to the overall business community and do not require immediate access to the consumer public.

The Applicant intends to construct and occupy the proposed 35-foot, two-story building. The ground floor will encompass 11,408 square feet of warehouse space and the second floor features a 3,331 square foot office mezzanine. The total building square footage will be 14,740 square feet. For the construction of the two-story warehouse, the applicant is seeking relief from code Sec. 24-93(B), Sec. 24-122(A), Sec. 24-122(B)(1)(a), and Sec. 24-122(B)(1)(b).

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 24-5(A) **Purpose and Intent.** *The purpose and intent of this district is to provide suitable sites for the development of uses of an intensive retail, service, wholesale, and light industrial or processing nature which generally play a distributive or supporting role to the overall business community and do not require immediate access to the consumer public. Such uses shall be located in areas consistent with the City's Comprehensive Plan Land Use Element.*

- The proposed development consisting of a 2-story warehouse building complies with the purpose and intent of the B-4 Zoning District. The warehouse building and office space will provide suitable sites for uses of a service and light industrial or processing nature.

Section 24-54(B) lists the **permitted uses** in the B-4 District.

- The project proposes a warehouse building consisting of one two-story building with 11,408 square feet of warehouse space and a 3,331 square foot office mezzanine, which is in accordance with the list of permitted uses in ZLDC Sec. 24-54(B).





Site Development Standards:

The following tables compare the development's compliance with the development standards listed in Table 24-54(D): project design to the minimum and maximum development standards for the B-4 zoning district.

B-4 DISTRIBUTION BUSINESS AND LIGHT INDUSTRIAL DISTRICT		
	REQUIRED	PROVIDED
MINIMUM LOT AREA	15,000 S. F.	27,446.19 S. F.
MINIMUM LOT WIDTH	100.00'	250.00'
MINIMUM YARD SETBACKS		
FRONT	25.00'	25.01'
REAR	15.00'	15.00'
SIDE (INTERIOR)	15.00'	15.00'
MAXIMUM BUILDING HEIGHT		
	4 STORIES OR 45 FEET	2 STORIES OR 35.00 FEET
MINIMUM PERVIOUS AREA	15% OF LOT AREA OR 4,116.93 S. F.	23.48% OF LOT AREA OR 6,444.04 S. F.
MINIMUM FLOOR AREA	1,000 S. F.	15,328 S. F. (TOTAL)
MINIMUM PARKING SPACE REQUIREMENTS		
OFFICE (3,333 S. F.)	3 SPACES FOR EACH 1,000 S. F. OF GROSS FLOOR AREA OR 10 SPACES	13 SPACES
WAREHOUSE (11,995 S. F.)	1 SPACE FOR EVERY 1,000 S. F. OF GROSS FLOOR AREA OR 12 SPACES	
TOTAL PARKING SPACES	22 SPACES	22 SPACES
NOTE:		
1. All required off-street parking lots shall be properly drained so that no nuisance will be caused to adjacent or nearby properties. All construction shall comply with design standards as established by all applicable laws, ordinances and regulations.		

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 elevation required by the Florida Building Code. The applicant will be required to demonstrate compliance with the Finished Floor Elevation requirements for developments inside of the SHHA during the building permit review process.

Height Standards

Pursuant to ZLDC Section 24-54 (D)(4) **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 Height Allowed	Building Height Proposed	Notes
4 Stories / 45 Feet	2 Stories / 35 Feet	Complies

Parking Regulations

The following table demonstrates the project's compliance with the parking requirements listed in ZLDC Sec. 24-95 (B) Minimum Space Requirements:

Use	Formulas	Required	Provided
Warehouse (11,995 sq. ft.)	1 space for every 1,000 sq. ft. gfa	12	13
Office (3,333 sq. ft.)	3 spaces for each 1,000 sq. ft. gfa	10	
On Street Spaces	N/A	N/A	9

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.

•**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.

•See sheet **SP-01**

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 C-02, 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 Section 24-119. 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)

Pursuant to Ord. Section 24-121 **Tree Removal**, an existing tree on the site having a trunk diameter of three (3) inches or greater shall not be removed or relocated without a permit from the Community Development Department of the City.

- The applicant’s tree disposition plan and schedule (Sheet LE-1.0) show that the applicant is proposing to remove only Brazilian Pepper trees from the property. Per the ZLDC, Brazilian Peppers do not require a permit for removal, as the plants are considered nuisance or problem trees due to their brittleness, early decay and non-suitability for planting near electric facilities or elsewhere.
- The applicant is complying with the required number of trees by proposing:

LANDSCAPE LEGEND							
TAG	QTY	BOTANICAL NAME	COMMON NAME	SIZE DBH	INSTALL HEIGHT	SPACING	NATIVE
SITE TREES							
BUAR	2	Bulnesia arborea	Verawood	3"	12'	N/A	NO
CODI	7	Coccoloba diversifolia	Pigeon Plum	3"	12'	N/A	YES
SITE PALMS							
SAP1	4	Sabal palmetto	Cabbage Palmetto	10"	16' OA	N/A	YES
SAP2	2	Sabal palmetto	Cabbage Palmetto	10"	20' OA	N/A	YES
SHRUBS							
CHIC	58	Chrysobalanus icaco 'Red Tip'	Red Tip Cocoplum	7 gal	42"-48"	36" OC	YES
FIGI	151	Ficus 'Green Island'	Green Island Fig	3 gal	18"-24"	24" OC	NO
LMBB	152	Liriope muscari 'Big Blue'	Liriope	1 gal	8"	15" OC	NO
PIRA	147	Pimenta racemosa	Bay Rum	15 gal	6' ftb	36" OC	NO
PSLI	39	Psychotria ligustrifolia	Bahama Coffee	3 gal	36"	24" OC	YES
MISCELLANEOUS							
SOD	4,305 sf	Stenotaphrum secundatum	St. Augustine Grass	sod	N/A	N/A	NO
ROW	314 sf	Stenotaphrum secundatum	St. Augustine Grass	sod	N/A	N/A	NO

- Pursuant to ZLDC Sec. 24-119(A)(4) At least twenty-five (25) percent of all required trees shall be of a palm species. The applicant has met compliance with this code section by providing 6 palm trees in all.
- **Findings:** Complies. The Applicant’s landscape plans were determined to be in compliance with ZLDC Article XI. 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 storm water 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.

- **Findings:** Complies. The provided Tree Disposition Plan (Sheet LE-1.0) shows all trees being removed from the property are of a problem nature and propose a negative impact on the environment. The proposed landscape plan shows that the applicant is adequately replacing the square footage of the canopy being removed. The applicant shall coordinate with the City’s Public Works Department for off-site tree removals (if required).

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.

Use	Current Use	Proposed Use
Potable Water Consumption	262 gpd	1145 gpd
Potable Water Flow	3000 gpd	3000 gpd
Sanitary Sewer	262 gpd	1030.5 gpd
Solid Waste	27 lbs	276 lbs
Traffic	8 Trips	14 Trips

- **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 the 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.
 - No residential units are being proposed.
- 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 elevation required by the Florida Building Code. The applicant will be required to demonstrate compliance with the Finished Floor Elevation requirements for developments inside 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.

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: Parking Variance

Pursuant to Section 24-95 (B) Office buildings are required to have 3 spaces for each 1,000 sq. ft. of gross floor area, and warehouses are required to have 1 space for every 1,000 sq. ft. of gross floor area.

The Applicant is seeking a non-use variance to permit the allowance of 14 parking spaces, where 23 spaces are required. The applicant will also provide an additional 9 on-street parking spaces, and 2 bike racks.

- **Staff Recommendation:** Staff finds no objections to the parking variance. Granting the variance will allow for the applicant to use the property as it has been platted. 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: Landscape Buffer Variance

Pursuant to Section 24-122 (A)(1) Adjacent to any street right-of-way plus along the perimeter of all vehicular use areas there shall be a continuous buffer strip of not less than five (5) feet in width.

The Applicant is seeking a non-use variance to permit the allowance of a 2' 1" landscape buffer, where 5 feet is required. The applicant states that the curved street creates a hardship in creating the 5-foot buffer.

- **Staff Recommendation:** Staff finds no objections to the landscape buffer variance. Granting the variance will allow for the applicant to use the property as it has been platted. 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: Terminal Island Variance

Pursuant to Section 24-122 (B)(1)(a) Contiguous rows of parking spaces shall be terminated on both ends with landscaped islands not less than ten (10) feet in width (excluding curbing), and with a minimum of one (1) tree per each island.

The Applicant is seeking a non-use variance to permit the allowance of one terminal island at the end of each parking row, rather than one on each end. Applicant states that one of the terminal islands has a landscape area of 228 square feet with one tree, and the other is 270 square feet, also with one tree.

- **Staff Recommendation:** Staff finds no objections to the terminal island variance. Granting the variance will allow for the applicant to use the property as it has been platted. 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: Interior Island Variance

Pursuant to Section 24-122 (B)(1)(b) Landscaped interior islands shall be five (5) feet in width (excluding curbing) and not less than ninety (90) square feet each in area and shall be placed within individual rows of contiguous parking spaces so that there is not less than one (1) island for every eight (8) parking spaces.

The Applicant is seeking a non-use variance to permit the allowance of 13 contiguous parking spaces between landscaped area, instead of the required 8 parking spaces. The applicant states that the curved street creates an impact to the parking facilities' layout.

- **Staff Recommendation:** Staff finds no objections to the interior island variance. Granting the variance will allow for the applicant to use the property as it has been platted.

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.

Traffic and Concurrency Regulations:

Included in the site plan review is the Traffic Methodology Letter prepared by Kimley Horn, for the applicant, dated August 2024. The study evaluates the traffic impacts resulting from the proposed development. The analysis evaluates the existing traffic conditions and future conditions with and without project traffic during the adjacent roadway's AM and PM peak hours.

The study included a review of the following:

- Trip Generation Analysis
- Circulation Plan

The Traffic Study determined:

- Loading vehicles will be able to ingress, egress, and maneuver into loading spaces within the proposed loading area. Maneuverability analysis plots are included in Attachment D.
- As shown in Table 1, the project is expected to generate 3 net new weekday A.M. peak hour trips, and 3 net new weekday P.M. peak hour trips.

Table 1: Trip Generation				
<i>A.M. Peak Hour (P.M. Peak Hour)</i>				
Future Land Use (ITE Code)	Scale	Entering Trips	Exiting Trips	Net New External Trips
Warehousing (LUC 150)	15.328 ksf	2 (1)	1 (2)	3 (3)

The City's concurrency and traffic engineering consultant the Corradino Group reviewed the Applicant's Site Plan Traffic Assessment based on the updated development plan. They determined that all traffic-related comments were satisfactorily addressed and recommended the following conditions:

- 1) The applicant will ensure that all sight visibility triangles on the site plan at each of the driveway connections match the sight visibility triangles on the landscape plans and the pavement marking and signage plans.

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.

Future TOD Site: Whilst the FLUM currently designates this location as Industrial, it's important to note that the property is within the proposed area for the county's Rapid Transit Zone. Per the presentation given to the board on May 13th, 2024 the RTZ boundary will impact the densities permitted for districts within its half mile buffer. If the parcel is within ¼ mile of the Northeast Corridor (FEC Railway) as identified by Miami-Dade County's Strategic Miami Area Rapid Transit (SMART) Corridors, a density up to 60 units per acre with a maximum Floor-Area Ratio [FAR] of 1.0 will be permitted. If the parcel is between ¼ to ½ mile of the Northeast Corridor, a density up to 36 units per acre with a maximum FAR of 1.0 will be permitted. The purpose and intent of Transit Oriented Developments is to allow for an increase in density and a decrease in restrictive parking regulations to promote public and shared methods of transit. The applicant has been made aware of the future designation of their property.

Public Notices:

- ✓ Public notice was posted to the property by August 30th, 2024 for Planning and Zoning Board.
- ✓ Public notice was posted to the property by October 5th, 2024 for the City Commission 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 24-95(B) TO ALLOW FOURTEEN (14) PARKING SPACES IN LIEU OF THE TWENTY THREE (23) PARKING SPACES REQUIRED; APPROVING/DENYING A VARIANCE FROM SECTION 24-122(A)(1) TO ALLOW FOR A 2' 1" LANDSCAPE BUFFER IN LIEU OF THE FIVE (5) FOOT BUFFER REQUIRED; APPROVING/DENYING A VARIANCE FROM SECTION 24-122(B)(1)(a) TO PERMIT THE ALLOWANCE OF ONE TERMINAL ISLAND AT THE END OF EACH PARKING ROW, IN LIEU OF ONE ON EACH END; APPROVING/DENYING A VARIANCE FROM SECTION 24-122(B)(1)(b) TO PERMIT THE ALLOWANCE OF THIRTEEN (13) CONTIGUOUS PARKING SPACES BETWEEN LANDSCAPED AREA IN LIEU OF THE REQUIRED EIGHT (8) PARKING SPACES; AND APPROVING/DENYING THE SITE PLAN APPLICATION WITH CONDITIONS FOR THE CONSTRUCTION OF A 35-FOOT, TWO-STORY WAREHOUSE BUILDING WITH 11,408 SQUARE FEET OF WAREHOUSE SPACE AND 3,331 SPQUARE FEET OF OFFICE MEZZANINE SPACE, LOCATED AT 1981 NE 153rd 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, Jennifer Salman, on behalf of JME Holdings, LLC. (the "Applicant"), requests site plan approval and four (4) non-use variances to construct a two-story warehouse building with office space, and eighty (80) parking spaces on an approximate 0.65-acre parcel located at 1981 NE 153rd 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 24-95 (B), to allow fourteen (14) parking spaces in lieu of the twenty-three (23) parking spaces required; and

WHEREAS, the Applicant requests a non-use variance from Section 24-122 (A)(1), to allow for a 2' 1" landscape buffer in lieu of the five (5) foot buffer required; and

WHEREAS, the Applicant requests a non-use variance from Section 24-122 (B)(1)(a), to permit the allowance of one terminal island at the end of each parking row, in lieu of one on each end; and

WHEREAS, the Applicant requests a non-use variance from Section 24-122 (B)(1)(b), to permit the allowance of thirteen (13) contiguous parking spaces between landscaped area, instead of the required eight (8) parking spaces; and

WHEREAS, after a duly noticed public hearing held on September 9th, 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,” which includes the four (4) non-use variances as specified herein and in the Application for the proposed construction of a two-story warehouse building with office space, and eighty (80) parking spaces on an approximate 0.65-acre parcel, legally described in Exhibit “A,” is hereby approved, subject to the following conditions:

Project Conditions:

The conditions of approval for this site plan are binding on the Applicant, the property owners, operators, and all successors in interest.

1. The applicant will ensure that all sight visibility triangles on the site plan at each of the driveway connections match the sight visibility triangles on the landscape plans and the pavement marking and signage plans.

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 24-26.
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 24-95(B) 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 24-95(B) to allow fourteen (14) parking spaces in lieu of the twenty-three (23) parking spaces 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 24-122(A)(1) 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 24-122(A)(1), to allow for a 2' 1" landscape buffer in lieu of the five (5) foot buffer 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 24-122(B)(1)(b) 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 24-122(B)(1)(b), to permit the allowance of thirteen (13) contiguous parking spaces between landscaped area, instead of the required eight (8) parking spaces, 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 24-122(B)(1)(a) 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 24-122(B)(1)(a), to permit the allowance of one terminal island at the end of each parking row, in lieu of one on each end, 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

Folio: 07-2216-019-0090

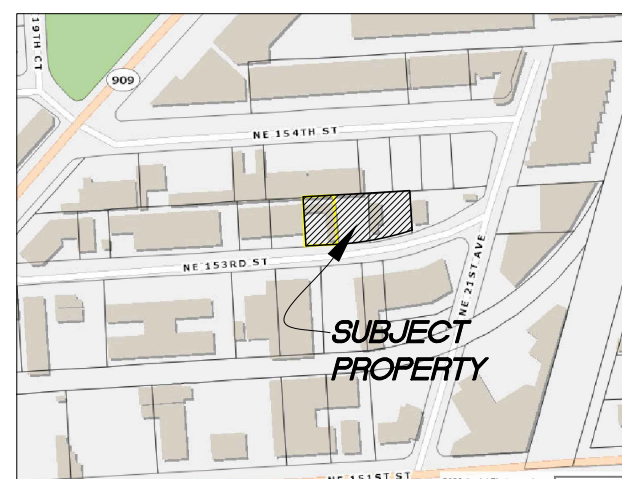
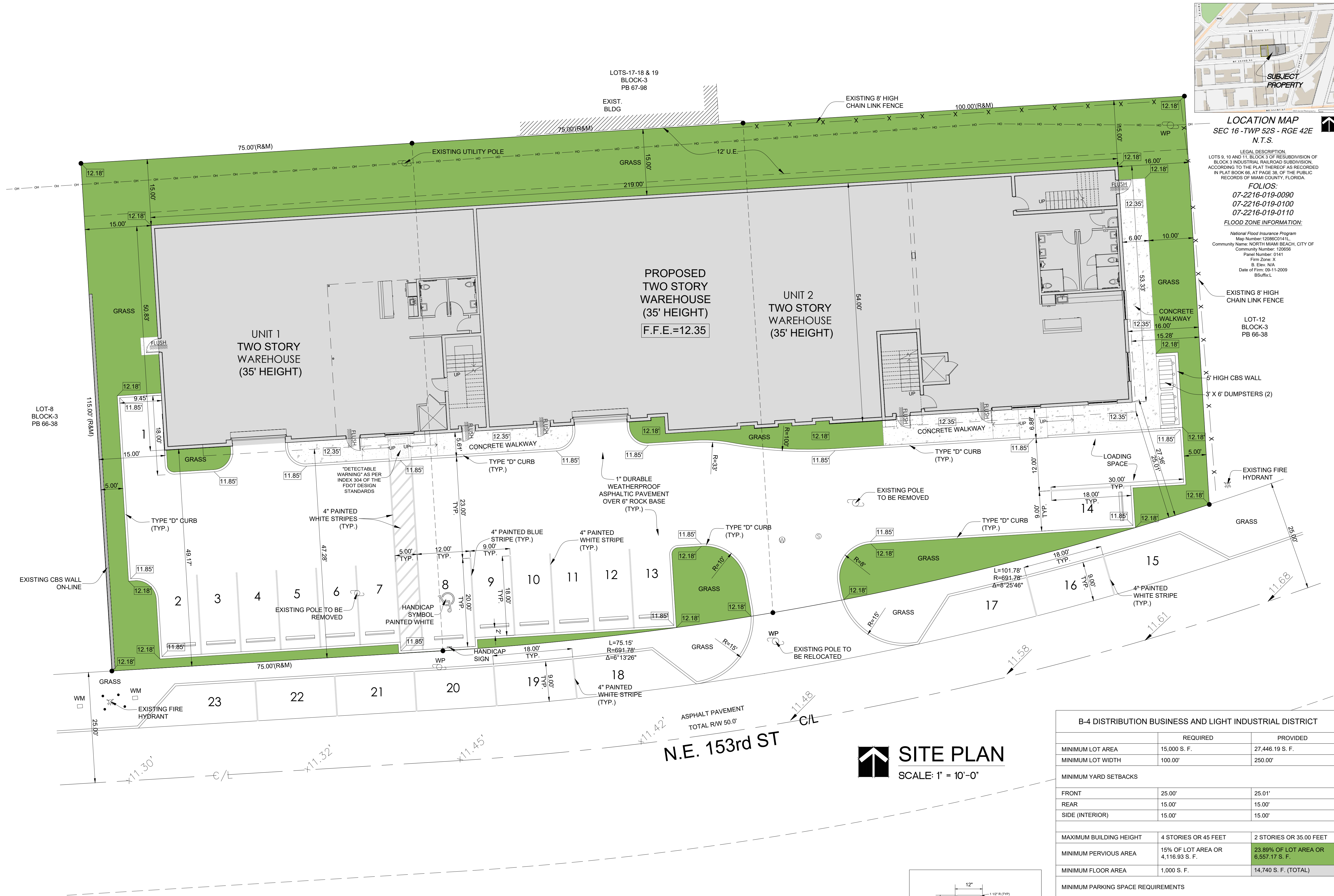
LOTS 9, 10 AND 11, BLOCK 3 OF RESUBDIVISION OF
BLOCK 3 INDUSTRIAL RAILROAD SUBDIVISION,
ACCORDING TO THE PLAT THEREOF AS RECORDED
IN PLAT BOOK 66, AT PAGE 38, OF THE PUBLIC
RECORDS OF MIAMI COUNTY, FLORIDA.

RESOLUTION NO. XX-XX

Exhibit "B" SITE PLAN



RESOLUTION NO. XX-XX



LOCATION MAP
SEC 16-TWP 52S-RGE 42E
N.T.S.

LEGAL DESCRIPTION
LOTS 9, 10 AND 11, BLOCK 3 OF RESUBDIVISION OF BLOCK 3 INDUSTRIAL ROAD, SUBDIVISION ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 66, AT PAGE 38, OF THE PUBLIC RECORDS OF MIAMI COUNTY, FLORIDA.

FOLIOS:
07-2216-019-0090
07-2216-019-0100
07-2216-019-0110

FLOOD ZONE INFORMATION:
National Flood Insurance Program
Map Number: 120902014 L
Community Name: NORTH MIAMI BEACH, CITY OF
Community Number: 120656
Panel Number: 01441
Firm Zone: X
B. Elev. N/A
Date of Firm: 09-11-2009
BSuffic: L

EXISTING 8' HIGH CHAIN LINK FENCE

LOT-12 BLOCK-3 PB 66-38

5' HIGH CBS WALL
3' X 6' DUMPSTERS (2)
EXISTING FIRE HYDRANT

7910 NW 25TH STREET
SUITE 200
DORAL, FL 33122
(305) 593-9798
WWW.MAS.MIAMI

MAS+
MIAMI ARCHITECTURAL STUDIO, LLC

WAREHOUSE BUILDING
1981 & 2011 NE 153rd STREET
NORTH MIAMI BEACH, FLORIDA 33162

REVISION DATE	BY

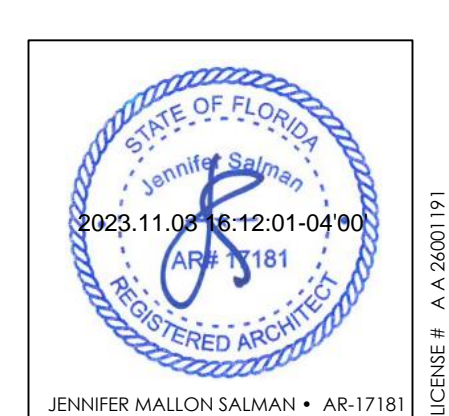
SITE PLAN

SCALE 1"=10'-0"

DATE 07-28-23

JOB 2120

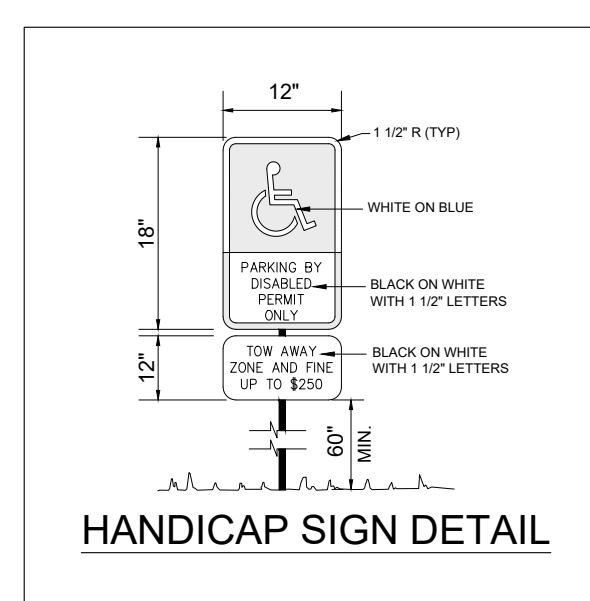
SHEET **SP-1**



B-4 DISTRIBUTION BUSINESS AND LIGHT INDUSTRIAL DISTRICT		
	REQUIRED	PROVIDED
MINIMUM LOT AREA	15,000 S. F.	27,446.19 S. F.
MINIMUM LOT WIDTH	100.00'	250.00'
MINIMUM YARD SETBACKS		
FRONT	25.00'	25.01'
REAR	15.00'	15.00'
SIDE (INTERIOR)	15.00'	15.00'
MAXIMUM BUILDING HEIGHT	4 STORIES OR 45 FEET	2 STORIES OR 35.00 FEET
MINIMUM PERVIOUS AREA	15% OF LOT AREA OR 4,116.93 S. F.	23.89% OF LOT AREA OR 6,557.17 S. F.
MINIMUM FLOOR AREA	1,000 S. F.	14,740 S. F. (TOTAL)
MINIMUM PARKING SPACE REQUIREMENTS		
OFFICE	3 SPACES FOR EACH 1,000 S. F. OF GROSS FLOOR AREA OR 10 SPACES	10 SPACES
WAREHOUSE	1 SPACE FOR EVERY 1,000 S. F. OF GROSS FLOOR AREA OR 12 SPACES	12 SPACES
TOTAL PARKING SPACES	22 SPACES	23 SPACES
NOTE:		
1. All required off-street parking lots shall be properly drained so that no nuisance will be caused to adjacent or nearby properties. All construction shall comply with design standards as established by all applicable laws, ordinances and regulations.		

SITE PLAN
SCALE: 1" = 10'-0"

AREA SUMMARY	
UNIT 1 OFFICE SPACE	995 SF
UNIT 2 OFFICE SPACE	2,336 SF
OFFICE SPACE	3,331 SF
UNIT 1 WAREHOUSE	3,716 SF
UNIT 2 WAREHOUSE	7,693 SF
TOTAL WAREHOUSE SPACE	11,408 SF
TOTAL AREA:	14,740 SF



Miami Dade County Department of Regulatory and Economic Resources - Job Copy
0724002449 - 11/8/2023 7:41:39 PM
SP-1.pdf
Examiner BOUZA, OSCAR Date Time Stamp 11/8/2023 6:03:30 PM Trade Stamp Name FIRE Approved

DESIGNER HEREBY EXPRESSLY RESERVES HIS COPYRIGHT AND OTHER PROPERTY RIGHTS IN THESE PLANS. THESE PLANS AND DRAWINGS ARE NOT TO BE REPRODUCED, CHANGED, OR COPIED IN ANY FORM OR MANNER WITHOUT WRITTEN PERMISSION AND CONSENT OF MIAMI ARCHITECTURAL STUDIO, LLC. FOR ANY PARTY OTHER THAN THE ASSIGNED TO ANY PARTY WITHOUT WRITTEN PERMISSION AND CONSENT. LICENSE # A.A. 26201191



**Legislation
11.1.**

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

MEMORANDUM

TO:	Mayor and City Commission
FROM:	Edward Ng, AICP, Interim Community Development Director
VIA:	City Manager Mario Diaz
DATE:	October 15, 2024

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

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

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	1 per unit plus 1 per 20 units for guest parking -As required by Section 24-95, "Minimum Space Requirements (A) Multifamily parking space requirements	2 per unit plus 1 per 20 units for guest parking -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)	2 per unit plus 1 per 20 units for guest parking -None

	Residential Uses Table,” under Multifamily parking space requirements	
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 Multifamily parking space requirements	2 per unit plus 1 per 20 units for guest parking -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.

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	1 per unit plus 1 per 20 units for guest	2 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	parking —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.

	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 Multifamily parking space requirements	2 per unit plus 1 per 20 units for guest parking —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.

	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	1 per unit plus 1 per 20 units for guest parking	2 per unit plus 1 per 20 units for guest parking

	parking —As required by Section 24-95, “Minimum Space Requirements (A) Residential Uses Table.” under Multifamily parking space requirements	parking —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.

	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	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	2/1BR and 2 BR unit; 3/3BR unit 1/20 units (guest parking) <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.

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) <u>As required by Section 24-95, "Minimum Space Requirements (A) Residential Uses Table," under Multifamily parking space requirements</u>	2/1BR and 2 BR unit; 3/3BR unit 1/20 units (guest parking) 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	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>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 19TH AVENUE
 1ST 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 & 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 th St., North Miami Beach, FL 33162	186
Tiberius apartments	1985 NE 168 th St., North Miami Beach, FL 33162	15
Leeward Point Townhouses	16479 NE 27 th Ave, North Miami Beach, FL 33160	254
Coral Isle West	3545 NE 166 th 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	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	2 per unit plus 1 per 20 units for guest parking 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	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	2 per unit plus 1 per 20 units for guest parking 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	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	2 per unit plus 1 per 20 units for guest parking 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	1 per unit plus 1 per 20 units for guest parking <u>As required by Section 24-95, "Minimum Space Requirements (A) Residential Uses Table," under Multifamily parking space requirements</u>	2 per unit plus 1 per 20 units for guest parking <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. 24-58.7 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	1/1BR and 2BR unit; 1.5/3BR unit 1/20 units <u>(guest parking) As required by Section 24-95, "Minimum Space Requirements (A) Residential Uses Table," under Multifamily parking space requirements</u>	2/1BR and 2 BR unit; 3/3BR unit 1/20 units <u>(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><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</u> <u>except Eastern Shores which shall have 2 spaces per efficiency or 1 bedroom unit and 3 spaces per 2 bedroom unit or larger</u></p> <p><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></p>
<p><u>Multi-family</u> <u>Eastern Shores</u></p>	<p><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></p>
Mobile home	1 space per unit

Analysis:

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

- .

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
11.2.**

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

MEMORANDUM

TO:	Mayor and City Commission
FROM:	City Manager Mario A. Diaz
VIA:	Edward Ng, AICP, Interim Community Development Director
DATE:	October 15, 2024

RE: Ordinance No. 2024-14 (First Reading) Biscayne Overlay District (Edward Ng, AICP, Interim Community Development Director)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY

IMPACT:

ATTACHMENTS:

Description

- Memo
- Staff Report
- Ordinance
- Business Impact Statement



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

TO: Mario Diaz, City Manager

THROUGH: Edward Ng, AICP, Interim Community Development Director

FROM: Jackie Génard, City Planner

CC: David Scott, Deputy City Manager

DATE: September 20, 2024

SUBJECT: **Biscayne Corridor B2-District Overlay**

Description:

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA AMENDING CHAPTER XXIV OF THE CITY'S CODE OF ORDINANCE ENTITLED "ZONING AND LAND DEVELOPMENT" BY AMENDING ARTICLE V ENTITLED "ZONING USE DISTRICTS", CREATING A NEW SECTION TO ESTABLISH THE "BISCAYNE CORRIDOR B2-DISTRICT OVERLAY"; SPECIFICALLY SECTION 24-52.1, ENTITLED "BISCAYNE CORRIDOR B2-DISTRICT OVERLAY", TO INCLUDE REGULATIONS FOR THE OVERLAY DISTRICT; TO ENCOURAGE SUSTAINABLE DEVELOPMENT WITHIN THE DISTRICT; PROVIDING THE REPEAL OF ALL ORDINANCES OR PARTS OF ORDINANCES, PROVIDING FOR CONFLICT; PROVIDING FOR SCRIVENER ERRORS; PROVIDING FOR SEVERABILITY; CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Background:

The County's Rapid Transit Zone (RTZ) Ordinance requires that incorporated areas set minimum standards over all development within the RTZ subzone. This requirement involves adopting a local ordinance with its own zoning district and development standards able to satisfy the minimum Floor Area Ratio (FAR) requirement of the county's ordinance, as well as procedures for review and approval of zoning applications. Consequently, the need to create an overlay district to address the new FAR regulations was important. This overlay will address the change in regulations for developments happening within the B2-District only in the major corridor of Biscayne Boulevard. The request to approve the Ordinance amending Article V entitled "Zoning Use Districts", therefore, creating a new section to establish the "Biscayne Corridor B2-District Overlay" to match the city's amendment to the Comprehensive Plan was submitted by Director of the Community Development department of The City of North Miami Beach.

Staff Analysis:

To address these requirements, a request has been made to create an overlay district specifically targeting the new FAR regulations. This overlay will pertain exclusively to developments within the B2-District of the major corridor.



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

This request to approve amending the city's ordinance, particularly Article V, entitled "Zoning Use Districts," involves creating a new sub-section (Section 24-52.1) that establishes the "Biscayne Corridor B2-District Overlay". This overlay is intended to align with the city's amendments to its Comprehensive Plan as well as matching the RTZ. The proposal was made by the Director of the Community Development Department of the City of North Miami Beach.

A workshop was conducted on July 8, 2024, to present the Planning and Zoning Board with the intent behind the proposed overlay on Biscayne Boulevard and to gather feedback regarding the recommended height, uses and density within the overlay. Feedback and concerns regarding the maximum height were incorporated within this proposed draft. The overlay is designed to reflect the community's needs and the Planning and Zoning Board's recommendations, ensuring that future developments are consistent with the city's long-term planning objectives.

On August 12, 2024, at the Planning and Zoning Board meeting, the item was heard and unanimously voted 7 to 0 to move to approve the text Amendment (File# 24-15), to amend the City of North Miami Beach Code of Ordinances Chapter XXIV, entitled "Zoning and Land Development", Article V "Zoning Use Districts" to include Section 24-52.1 "Biscayne Corridor B2-District Overlay".

The proposed amendments will match the County's Strategic Miami Area Rapid Transit (SMART) plan and consist of bonus density aim to encourage development on the existing B2 district along the corridor in exchange for public benefits, such as affordable and workforce housing, open space and transportation improvement, place making and civic infrastructure. The proposed amendment aligns with North Miami Beach's Comprehensive Plan and meets the purpose and intent of its designated zoning district. By implementing this overlay, the city will be able to uphold the minimum development standards required by the County's RTZ Ordinance while also addressing specific local needs and concerns within the B2-District of the Biscayne Corridor. Approving this recommendation will ensure consistency with the City's comprehensive plan and land development regulations, in addition to promoting sensitive development along the major corridor.

A public hearing was held on July 8, 202, to introduce the Planning and Zoning Board to the intent of the density overlay on Biscayne Boulevard and acquire feedback on recommendation for the proposed height density. Following the recommendations, staff drafted the ordinance to reflect the feedback and address the Board's concerns. On August 12, 2024, the Planning and Zoning Board voted 7 to 0 with recommendation of approval to creating the Biscayne Corridor B2-District Overlay.

The proposed ordinance has no negative impact on businesses.

The proposed amendment is consistent with North Miami Beach's Comprehensive plan and meets the purpose and intent of its designated zoning district.

Contact Person(s):

Edward Ng, AICP, Interim Community Development Director
Jackie D. Génard, City Planner, Community Development Department



City of North Miami Beach, Florida

Community Development Department – Planning & Zoning Division

17050 NE 19TH AVENUE

1ST FLOOR

NORTH MIAMI BEACH, FLORIDA 33162

PLANNING & ZONING DIVISION: (305) 948-2966

CITY COMMISSION		
Meeting Date: 10/15/2024 1 st Reading	File No: 24-15	Application Name: Text Amendment Ordinance for new Business (B2) District Overlay on Biscayne Boulevard Corridor.
STAFF REPORT		
Request: To put forth a set of rules and regulations amending the city code to create an overlay for the Biscayne Corridor, particularly the B2 Business District, to provide for sustainable development within the district and match the County's Rapid Transit Zone (RTZ) provisions.		
Background: In accordance with the County's RTZ Ordinance, which mandates that incorporated areas establish minimum standards for all developments within the RTZ subzone, a local ordinance must be adopted. As per the RTZ study submitted by Kimley Horn, this ordinance should include a unique zoning district and development standards that meet the minimum Floor Area Ratio (FAR) requirements, specified by the county, as well as procedures for the review and approval of zoning applications.		
Staff Analysis: To address these requirements, a request has been made to create an overlay district specifically targeting the new FAR regulations. This overlay will pertain exclusively to developments within the B2-District of the major corridor. This request to approve amending the city's ordinance, particularly Article V, entitled "Zoning Use Districts," involves creating a new sub-section (Section 24-52.1) that establishes the "Biscayne Corridor B2-District Overlay". This overlay is intended to align with the city's amendments to its Comprehensive Plan as well as matching the RTZ. The proposal was made by the Director of the Community Development Department of the City of North Miami Beach. A workshop was conducted on July 8, 2024, to present the Planning and Zoning Board with the intent behind the proposed overlay on Biscayne Boulevard and to gather feedback regarding the recommended height, uses and density within the overlay. Feedback and concerns regarding the maximum height were incorporated within this proposed draft. The overlay is designed to reflect the community's needs and the Planning and Zoning Board's recommendations, ensuring that future developments are consistent with the city's long-term planning objectives.		

Project Planner: Jackie D. Génard City Planner jackie.genard@citynmb.com 305-948-2966 Ext. 3515	Review Dates: <u>Planning & Zoning Board:</u> August 12, 2024 <u>City Commission:</u> October 15, 2024 (1 st Reading) December 17, 2024 (2 nd Reading)	Attachments 1. Draft Ordinance 2. City Manager Memo 3. Business Impact Statement
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On August 12, 2024, at the Planning and Zoning Board meeting, the item was heard and unanimously moved to approve the text Amendment (File# 24-15), to amend the City of North Miami Beach Code of Ordinances Chapter XXIV, entitled “Zoning and Land Development”, Article V “Zoning Use Districts” to include Section 24-52.1 “Biscayne Corridor B2-District Overlay”.

The proposed amendment aligns with North Miami Beach’s Comprehensive Plan and meets the purpose and intent of its designated zoning district. By implementing this overlay, the city will be able to uphold the minimum development standards required by the County’s RTZ Ordinance while also addressing specific local needs and concerns within the B2-District of the Biscayne Corridor. Approving this recommendation will ensure consistency with the City’s comprehensive plan and land development regulations, in addition to promoting sensitive development along the major corridor.

Compliance with the Code of Ordinance:

Staff finds that amending the City of North Miami Beach Code of Ordinances Chapter XXIV, entitled “Zoning and Land Development”, Article V “Zoning Use Districts” to incorporate Section 24-52.1 “Biscayne Corridor B2-District Overlay” is consistent with the existing Code of Ordinances.

Compliance with the Comprehensive Plan:

Staff finds that amending the City of North Miami Beach Code of Ordinances Chapter XXIV, entitled “Zoning and Land Development”, Article V “Zoning Use Districts” to incorporate Section 24-52.1 “Biscayne Corridor B2-District Overlay” is consistent with the City’s Comprehensive Plan.

Board Motion Options for Items:

1. **Move to continue** with direction.
2. **Move to approve** the Text Amendment (File# 24-15), to amend the City of North Miami Beach Code of Ordinances Chapter XXIV, entitled “Zoning and Land Development”, Article V “Zoning Use Districts” to include Section 24-52.1 “Biscayne Corridor B2-District Overlay” by finding that the request is consistent with the City Charter and the Comprehensive Plan, and meets criteria set forth in the Zoning and Land Development Regulations.
3. **Move to deny** the Text Amendment (File# 24-15), to amend the City of North Miami Beach Code of Ordinances Chapter XXIV, entitled “Zoning and Land Development”, Article V “Zoning Use Districts” to include Section 24-52.1 “Biscayne Corridor B2-District Overlay” by finding that the request is inconsistent with the City Charter and the Comprehensive Plan and does not meet the criteria set forth in the Zoning and Land Development Regulations

ORDINANCE NO. 2024-XX

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AMENDING THE CITY OF NORTH MIAMI BEACH CODE BY AMENDING CHAPTER XXIV, ENTITLED “ZONING AND LAND DEVELOPMENT”; AMENDING ARTICLE V, ENTITLED “ZONING USE DISTRICTS”; AMENDING SECTION 24-52, ENTITLED “B-2 GENERAL BUSINESS DISTRICT”, TO CREATE SUBSECTION 24-52.1 ENTITLED “B2 GENERAL BUSINESS DISTRICT OVERLAY”, TO PROVIDE SPECIFIC REQUIREMENTS, AND TO PROVIDE UNIFORM DEVELOPMENT STANDARDS FOR PROPERTIES FACING THE BISCAYNE CORRIDOR WITHIN THE B2 GENERAL BUSINESS DISTRICT; PROVIDING FOR CONFLICTS, SCRIVENER ERRORS, SEVERABILITY, AND CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of North Miami Beach ("City") Zoning and Land Development (ZLD) Code defines and regulates the various uses permitted within each zoning district of the City; and

WHEREAS, amendments to the Comprehensive Plan and Zoning and Land Development Code provide for policies and regulations that address concerns such as aesthetics and compatibility by emphasizing site design, circulation and building form; and

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

WHEREAS, the proposed amendment is part of a comprehensive process to modernize and update the Zoning and Land Development Code, the amendment defines land-use categories and removes many of the listed uses that now fall within the defined categories; and

WHEREAS, the proposed amendment is consistent with the County’s Transit Oriented Development (TOD) standards and requirements; and

WHEREAS, the proposed amendment to modify ZLD’s Section 24-52 of Article V of Chapter XXIV to add Section 24-52.1 to the Code to create a district overlay for consistency with the City of North Miami Beach's Comprehensive Plan, and recommended approval by a vote of 7 to 0; and

WHEREAS, the Mayor and City Commission find the proposed amendments to be consistent with the North Miami Beach Comprehensive Plan and in the best interests of the City.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Commission of the City of North Miami Beach, Florida:

Section 1. The foregoing “Whereas” clauses are hereby ratified and incorporated as the legislative intent of this Ordinance.

Section 2. That Chapter XXIV, entitled “Zoning and Land Development,” Article V, entitled “Zoning Use District”, Section 24-52 to add a new subsection “24-52.1 – B2 General Business District Overlay” shall be amended as follows (deletions and additions are identified using a ~~strike through~~ and underline format, respectively):

* * *

CHAPTER XXIV – ZONING AND LAND DEVELOPMENT

* * *

ARTICLE V. – ZONING USE DISTRICT

* * *

SEC.24-52. B2 GENERAL BUSINESS DISTRICT

* * *

Sec. 24-52.1 – B2 General Business District Overlay

(A) Purpose and Intent:

The purpose of this overlay district is to provide suitable developments within the B2 District along the Biscayne Corridor from NE 135th Terrace to NE 174th Street, consisting of mixed-use development with at least one thousand (1,000) square feet of first floor commercial, facing the Biscayne Corridor.

The overlay district is intended to accommodate and encourage suitable sites for well planned, environmentally sound, and architecturally compatible mixed-use residential/commercial development; promote transit-oriented development that would provide for sustainable and resilient communities, ensure new publicly accessible open spaces, as well as encourage placemaking. This overlay district shall comprise of residential, retail and professional services, and commercial uses of a general nature which serve the diverse consumer needs of the entire community, in accordance with the City's Comprehensive Plan Land Use Element.

(B) **Overlay district boundaries:**

The B2 General Business District Overlay extends along the Biscayne Corridor, from NE 135th Terrace to NE 174th Street as depicted in Figure 1 below.

Figure 1



(C) **Definition:**

Affordable housing means rents that do not exceed the maximum monthly rent limits as determined for Miami-Dade County by the United States Department of Housing and Urban Development in its annual income limits and rent limits and as used by Florida Housing Finance Corporation for its multifamily rental programs, established at thirty percent (30%) up to eighty (80%) of the median family income.

Bonus Density means an increase in the density of development that can be carried out on a parcel of land over and above the standard density range permitted by the comprehensive plan for the land use category in which it is located.

Building height is for the purpose of this overlay district, is calculated from the base flood elevation plus free board, not to exceed three (3) feet, to the top of the roof line, not including the parapet.

Civic infrastructure for the purpose of this section refers to any place, program, or practices that would encourage and foster civic engagement within the community.

Density is the permissible number of dwelling units that are allowed per gross lot area.

Developer means any person, firm, corporation, partnership limited liability company, association, joint venture or any entity or combination of entities that apply for development orders or permits.

Flex building type means a building that is designed to respond to changes of function in a flexible way. The flex building type is able to accept different internal configurations and easily adapt to its surroundings.

Floor area is the gross horizontal area of all floors, including but not limited to, enclosed porches, hallways, storage rooms, stairwells, breezeways, elevator shafts and utility rooms, measured from the exterior faces or columns of the exterior walls of a building or from the center line of a party wall separating two (2) adjacent uses or dwellings. Vehicular garages shall not be included in determining gross floor area.

Floor Area Ratio (FAR) is determined by dividing the gross floor area of the building (or buildings) on a lot by the area of that lot.

Height is measured from the base flood elevation plus freeboard, not to exceed three (3) feet.

Height encroachment: Height encroachment cannot be extended more than fifteen (15) feet above the roof line. Any mechanical equipment located on the rooftop shall not be visible from the street or any line of sight.

Market rate dwelling units means all units in a covered development that are not affordable housing or workforce housing units as defined herein.

Mixed use buildings shall be described as a set of buildings containing a mix of residential, commercial and/ or office uses. Residential uses are allowed in this overlay as part of a mixed use of residential and commercial. Residential lobby shall not be counted as commercial use unless a stated commercial use is associated with it.

Open space shall be defined as common open landscaped areas open to the sky. Open vehicular roads shall not be included in calculating the open space within this overlay. For the purposes of this section, the calculation of open space does not include private street, and rights-of-way dedications.

Overlay district refers to a geographic area that provides zoning regulations under a unified purpose that supersedes or supplements an existing zoning regulation in a particular district. The overlay district provides for zoning incentives and waivers to encourage responsible development in areas targeted for redevelopment.

Place Making refers to any public spaces that encourages and improves the city's urban vitality and promotes the urban character of a particular neighborhood or space. It refers to the nature of place identity.

Setback encroachments. For the purpose of this section, not structures can encroach more than seven and half (7.5) feet within the required setbacks.

Transportation Improvement refers to any investment in city street or right of way that is included on site. It may include public transportation, design, construction and operation, preservation, and maintenance of any transportation related facilities.

Workforce housing means rents that do not exceed the maximum monthly rent limits as determined for Miami-Dade County by the United States Department of Housing and Urban Development in its annual income limits and rent limits and as used by Florida Housing Finance Corporation for its multifamily rental programs, established at eighty percent (80%) up to one hundred and twenty percent (120%) of the median family income.

(D) Uses Permitted.

1. Main Permitted Uses

The main permitted uses in the Biscayne (B2) Overlay district are listed below, in addition to public & semi-public facilities, and their required parking. Dancehalls and entertainment establishments are not permitted as main, conditional, or accessory use in this district.

Table D-1	
By Right	Conditional Use
<u>Mixed-Use Residential Development with at least sixty five percent (65%) of the total square footage used for residential purposes.</u>	<u>Art gallery/ Museum</u>
<u>Multifamily residential except on the ground floor</u>	
<u>Office (business/ professional uses), and medical office providing it is for outpatient care services only.</u>	<u>Entertainment Establishment (excluding adult entertainment)</u>
<u>Retail uses (general retail)</u>	<u>Animal Boarding/Animal Hotel</u>
<u>Restaurant including outdoor dining. (Excluding drive thru)</u>	<u>Parking garages as a primary use, provided that parked vehicles shall not be visible from surrounding properties or public street rights-of-way and that any such structure shall be well landscaped.</u>
<u>Bar and Lounge, provided that any such use shall not be located within five hundred (500) feet of certain real property as amended per FL Statute 562.45(2)(a).</u>	<u>Microbrewery/ Winery/ Distillery</u>
<u>Civic Uses</u>	<u>Daycare Centers</u>
<u>Studio Schools: Art, dance, drama, recording, sculpture, and similar instruction.</u>	<u>Waterfront uses - If property is facing independent waterfront.</u>
<u>Personal Service uses</u>	
<u>Public Parks and Playground</u>	
<u>Hotels/ Boutique Hotels</u>	
<u>Pharmacy</u>	
<u>Urban Market & Garden</u>	
<u>Commercial Recreation</u>	
<u>Artisanal Industry</u>	

(E) Site Development Standards.

1. **The Minimum lot area**

The minimum lot area for this district is six thousand (6,000) square feet. Developers can opt to develop based on building Types and requirements, with a minimum developed square area of one thousand (1,000) square feet of contiguous land.

	B-2 District	Biscayne Overlay
<u>Lot Width (minimum)</u>	<u>100</u>	<u>60</u>
<u>Lot Depth</u>	<u>N/A</u>	<u>N/A</u>
<u>Lot Area (minimum)</u>	<u>3 acres</u>	<u>6000 square feet</u>
<u>Building Height (maximum)</u>	<u>15 stories/ 150 feet</u>	<u>30 stories / 375 feet with Bonuses</u>
<u>Floor Area Ratio (FAR) (minimum)</u>	<u>1.5</u>	<u>2.5with Bonuses</u>
<u>Density (maximum)</u>	<u>36 du/ acre</u>	<u>125 du/ac with mixed- use 175 du/ac with Bonuses</u>
<u>Minimum Pervious Area</u>	<u>20 %</u>	<u>20%</u>

2. **Minimum yard setbacks:**

The following setbacks shall apply to all structures.

YARD	SETBACKS
<u>Front</u>	<u>15 feet</u>
<u>Rear</u>	<u>20 feet</u>
<u>Side (interior)</u>	<u>0 feet</u>
<u>Side (corner)</u>	<u>20 feet</u>
<u>Adjacent more restrictive district</u>	<u>25 feet</u>

3. **Building Typology:**

All new buildings shall conform to one (1) of the permitted building typologies as demonstrated in the Building Typology and Placement Regulating Diagrams in Section 24-58 Mixed-use District. The diagrams provide a schematic representation of the various building typologies and demonstrate the required setbacks, lot standards, and profiles of structures. Existing buildings which do not fit a prescribed typology shall follow the standards required for the Flex building typology. Not all building typologies are permitted in each Mixed-use

district. The building typologies permitted in the Biscayne Overlay District are listed below in Table B2-Overlay-1:

Building Typology	Entire District
<u>Tower</u>	<u>Yes</u>
<u>Flex Building</u>	<u>Yes</u>
<u>Courtyard Type A</u>	<u>Yes</u>

Definition of types shall be as defined in section Sec. 24-58-(H) of the Mixed Use (MU) District.

4. **Projections and Encroachments**

Projections and encroachments shall follow Table MU-3 of the City Code.

5. **Building frontage:**

Building frontage means the percentage of a building façade that is generally parallel, facing, or oriented toward a street and that lies within the minimum and maximum setback area allowed and shall include a principal building and active use, as in table B2-Overlay-2.

Street Type	Minimum	Building Frontage	Overlay B2
<u>Front set back facing Biscayne Boulevard (Primary street)</u>	<u>25 feet</u>	<u>At least 70%</u>	<u>15 feet</u>
<u>Side facing a secondary street</u>	<u>20 feet</u>	<u>40 - 90%</u>	<u>10 feet</u>
<u>Side facing interior lot</u>	<u>0 feet</u>	<u>N/A</u>	<u>0 feet</u>
<u>Rear abutting residential homes/ apartment</u>	<u>25 feet</u>	<u>40%</u>	<u>Base: 20 feet Tower 50 feet</u>

Table B2 Overlay (continued)			
Street Type	Minimum	Building Frontage	Overlay B2
<u>Rear abutting a waterfront.</u>	<u>N/A</u>	<u>30% – 70%</u>	<u>45 feet</u>
<u>Abutting adjacent/ more restrictive zoning district</u>	<u>25 feet</u>	<u>40 % - 80 %</u>	<u>15 feet</u>

6. **Variances:**

A variance to the provisions and requirements of the B2 General Business District Overlay is not allowed unless there's an extreme hardship. If a variance shall be needed due to an extreme hardship; Section 24-176(B), Variance Review Standards for variance procedures, shall prevail. There shall be no use variances permitted with this overlay.

7. **Minimum Unit Size**

The minimum unit size for any dwelling unit shall be 550 sq. ft

8. **Average Unit Size:**

The average unit size for all dwelling units in the development shall be 800 sq. ft.

9. **Street Design Standards:**

The following standards shall apply to all mixed-use developments in the B2 General Business District Overlay:

- a. The periphery of any site fronting on a public right-of-way shall be improved by the provision of sidewalks, landscape buffers, street trees, streetlights/ furniture, and other elements, covering the entire area from face of curb to face of building.
- b. Where a sidewalk, bike lanes or other pedestrian crosswalk/pathways the following standards shall apply:
 - i. The intersection shall be clearly marked and lit for safety.
 - ii. The sidewalk shall be continuous and remain at a constant level at all instances; and
 - iii. A change of tactile surface texture shall be installed at all street crossings.

10. **Parking Regulations:**

Parking regulations for the overlay shall be as follows:

<u>Table B2-Overlay 3</u>		
<u>Use</u>	<u>Parking Space Requirement (B2 By Right)</u>	<u>Parking Space Requirement (B2-Overlay)</u>
<u>Residential with mixed-use</u>	<u>1 space for efficiency</u> <u>1.5 space for 1 & 2 BR</u>	<u>1.5 for up to two (2) bedroom units</u>
<u>General Retail</u>	<u>3 spaces/ 1,000 sq ft</u>	<u>3 spaces/ 1,000 sq. ft.</u>
<u>Restaurant</u>	<u>20 spaces/ 1,000 sq ft</u>	<u>10 spaces/ 1,000 sq. ft.</u>
<u>Personal Services</u>	<u>5 spaces/ 1,000 sq. ft</u>	<u>3 spaces/ 1,000 sq. ft.</u>
<u>School/ Daycare</u>	<u>1 space/ 4 students</u>	<u>1 space per 4 students</u>
<u>Vocational</u>	<u>1 space/ student</u>	
<u>General Office</u>	<u>3 spaces per 1,000sq. ft.</u>	<u>3 spaces/ 1,000 sq ft.</u>
<u>Sport facilities</u>	<u>4 spaces for every court</u> <u>Plus, additional spaces as required for permitted retail or restaurant uses</u>	<u>4 spaces for every court</u>
<u>Museum/ Libraries</u>	<u>2.5 spaces for 1,000 sq ft</u>	<u>1 space/ 1,000 sq ft</u>

At the discretion of the Director, in order to obtain shared parking credit, the applicant may submit a professionally acceptable parking analysis to include internal capture. Parking may be reduced by up to twenty percent (20%) at the city's discretion. All costs associated with the parking accumulation study shall be paid by the applicant.

11. **On site loading requirements**

Off street shared loading spaces may be considered if applicant exceeds the minimum standards set in this overlay by a minimum of fifteen percent (15%). Off street loading cannot occur on Biscayne Boulevard.

12. **Additional regulations for bonus density**

1. Integrated horizontal mixed-use development shall be subject to the following:
 - a. Proposed development shall ensure that all buildings are connected by either pedestrian ways or sidewalks.
 - b. Proposed development shall preserve all environmentally sensitive lands on the site, consistent with the comprehensive plan.
 - c. Proposed development shall be located outside the 100-year floodplain and provide to an extent adequate recreational land on the site to serve the residents of the development.
 - d. Proposed development shall provide access from the site to any adjacent public recreational lands, public trails, or greenway whenever possible.
2. Vertical mixed-use shall comply with all the provisions of this section when the development is facing Biscayne boulevard, in addition to the following:
 - a. The proposed development shall ensure that all off-street parking is located to the rear, and no more than thirty percent (30%) of parking to the side of the building.
 - b. The proposed development shall provide wherever possible on the site, where pedestrian activity on the site is the greatest, sidewalks greater than six (6) feet in width.
 - c. Proposed development shall provide, wherever possible, adequate recreational open spaces, plazas with shaded trees that are consistent with the comprehensive plan.

13. **Special regulations:**

- (a) Enclosed activities: All activities relating to the uses permitted herein shall be conducted entirely within an enclosed and roofed structure except for outdoor dining areas and amenities.
- (b) Lighting: All necessary lighting shall be so oriented as to prevent any direct glare or nuisance of any kind on or to adjacent properties or public right-of-way. For properties adjacent to conservation areas, lighting shall be as such not to disturb the local wildlife habitat, and the City's eco-system, or as required by the South Florida Water Management District (SFLWM) and the Department of Environmental Resources Management (DERM).

14. **Other Regulation**

See also Supplemental and Special Regulations in Articles VIII — XIII.

15. **Special Limited Conditional Use:**

See Section 24-177.

(F) Bonuses and Incentives

To heighten the public welfare and ensuring sound and sustainable development, site development above one and half (1.5) acres providing a mixed type of residential and at least seventy percent (70%) of the ground floor commercial minus any leasing office and lobby space may elect to increase the building height and FAR above the Maximum allowed through a series of bonus options, that would reinforce the purpose and intent of this section by opting into the following Bonus options:

For properties fronting environmentally sensitive areas shall comply with regulations of such agency.....

Applicants may opt for an additional height and stories depending on the number of bonus units, to be approved during site plan review. However, such a height increase shall not render the building above thirty (30) stories, or three hundred and seventy-five (375) feet.

<u>BONUS TYPE A</u>	<u>Applicant Contribution</u>	<u>Density Bonus</u>	<u>Maximum Not to Exceed</u>
<u>WORKFORCE/ AFFORDABLE HOUSING</u>			
<u>Onsite dedication for Affordable Units</u>	<u>For every 1 unit For 30 consecutive years.</u>	<u>2 du</u>	<u>30 du</u>
<u>Onsite dedication for Workforce Units</u>	<u>For every 3 units For 30 consecutive years.</u>	<u>4 du</u>	<u>12 du</u>
<u>Contribution to an Affordable Housing Fund</u>	<u>For every \$250,000</u>	<u>1 du</u>	<u>10 du/ac</u>
<u>Commercial</u>	<u>For every 1,000 sq feet above the First (1st) floor Retail facing Biscayne</u>	<u>2 du/ac</u>	<u>10 du/ac</u>

Any affordable or workforce housing unit offered for rent under this article must not be rented for thirty (30) years after the date of original rental at a rent greater than the rent allowed for workforce housing units under this article and applicable regulations. Rent does not include utilities when they are paid directly by the tenant. Different rents must be identified when utility costs are paid by the owner and included in the rent. During the applicable control period, a workforce housing unit must only be rented to an individual with a household income that does not exceed the limits set under this article.

<u>BONUS TYPE B</u> <u>TRANSPORTATION IMPROVEMENT</u>	<u>Applicant Contribution</u>	<u>Density Bonus</u>	<u>Maximum Not to Exceed</u>
<u>Dedication On and Off-site</u>	<u>1 trolley stop on Biscayne Blvd.</u> <u>Multimodal facility With shaded (landscaped) bike lanes and benches where appropriate</u>	<u>2 du/ ac</u>	<u>Up to 5 du/ acre with significant Public Benefit</u>
<u>Contribution to Transportation Trust Fund</u>	<u>\$150,000.00 above one percent (1%) of the cost of the development.</u>	<u>3 du/ac</u>	<u>Up to 9 du/ acre with significant Public Benefit</u>

BONUS TYPE C			
<u>OPEN SPACE and Recreation</u>	<u>Applicant Contribution</u>	<u>Density Bonus</u>	<u>Maximum Not to Exceed</u>
<u>Onsite dedication of Open Space/Conservation lands</u>	<u>For every 800 sq. ft of Open Space/conservation land in perpetuity above what is required for the development</u>	<u>1/du</u>	<u>10 du</u>
<u>Contribution to Parks and Recreation Fund</u>	<u>For every \$250,000</u>	<u>1/du</u>	<u>10 du</u>
<u>Waterfront Facilities (Walkways)</u>	<u>Waterfront promenade along whole of property, fully funded in construction and agreement for maintenance in perpetuity.</u>	<u>10/du</u>	<u>10 du</u>

BONUS TYPE D			
<u>PLACE MAKING</u>	<u>Applicant Contribution</u>	<u>Height Bonus</u>	<u>Maximum Not to Exceed</u>
<u>Onsite dedication</u>	<u>10-foot sidewalk provided with bike rack and shade trees where appropriate</u> <u>ROW dedicated to the City, wholly designed and</u>	<u>Permitted height may be increased at the rate of 45 feet of height.</u>	<u>360 feet</u>

	<u>fully funded in construction and agreement for maintenance in perpetuity.</u>		
<u>Onsite dedication</u>	<u>For every 2,500 sq. ft of Public Space Wholly designed and fully funded in construction and agreement for maintenance in perpetuity.</u>	<u>60 feet in height</u>	<u>360 feet</u>
<u>Contribution to Public Arts Fund</u>	<u>For every \$150,000 above one percent (1%) of the cost of the development.</u>	<u>70 feet in height</u>	<u>350 feet</u>

<u>BONUS TYPE E</u>			
<u>CIVIC INFRASTRUCTURE</u>	<u>Applicant Contribution</u>	<u>Height Bonus</u>	<u>Maximum Not to Exceed</u>
<u>Streetscape enhancement</u>	<u>Any improvement in the City's streetscape/ Public ROW with additional shading trees,</u>	<u>60 feet in height</u>	<u>360 feet</u>
<u>Participation in Library Fund</u>	<u>\$155,000 above one percent (1%) of the cost of the development</u>		

BONUS TYPE E (continued)			
BONUS TYPE E			
<u>CIVIC INFRASTRUCTURE</u>	<u>Applicant Contribution</u>	<u>Height Bonus</u>	<u>Maximum Not to Exceed</u>
<u>Participation in Public Infrastructure and Streetscape Fund</u>	<u>\$155,000 above the requirements</u>	<u>70 feet in height</u>	<u>350 feet</u>

(G) Waiver.

The Director may waive the ratio of thirty percent (30%) to seventy percent (70%) residential requirement within the overlay, if it is demonstrated that the overall size of the mixed-use development is less than three (3) acres and consequently cannot reasonably support the design standards.

(H) Bonus Incentives Guidelines.

- (a) Any developer or property owner offering a workforce housing unit for rental shall record in the public records a declaration of restrictive covenants in a form approved by the city attorney. Such declaration shall incorporate, at a minimum, the requirements of this article and any other provisions necessary to carry out the purposes of this article. The declaration of restrictive covenants must, at a minimum assure that:
 - i) The restrictions of this article shall run with the land for the entire control period of thirty (30) years;
 - ii) The covenants will bind the applicant, assignee, mortgagee, purchaser, successor, and any other parties that receive title to or hold any interest in the property. These covenants shall be senior to all instruments securing permanent financing.
 - iii) Upon the expiration of the control period the city shall record in the public records of Miami-Dade County an instrument releasing the declaration of restrictive covenants required under this article.

- (b) The declaration of restrictive covenants shall, at a minimum, including the following terms:
 - i. The covenants shall be senior to all instruments securing permanent financing, and shall bind all assignees, mortgagees, purchasers, and other successors in interest.

-
- ii. No sale, transfer or foreclosure shall affect the validity of the covenants except as expressly set forth in the provisions of this article.

 - (c) Any affordable or workforce housing unit offered for rent under this article must not be rented for thirty (30) years after the date of original rental, at a rental greater than the rent allowed for workforce housing units under this article and applicable regulations. Rent does not include utilities when they are paid directly by the tenant. Different rents must be identified when utility costs are paid by the owner and included in the rent. During the applicable control period, a workforce housing unit must only be rented to an individual with a household income that does not exceed the limits set under this article.

 - (d) In the event that an affordable, or a low-income housing unit is subsequently converted to a market rate unit in violation of the restrictive covenant required in Section 24-52.1, the owner or developer shall be required to pay all applicable fees and satisfy all requirements under Chapter XXIV, of this Code, as of the date of issuance of the building permit, plus interest at the highest amount authorized by law (with such interest accruing from the date of issuance of the permit until full payment of all amounts due under this section), collection costs, and attorney's fees. This is in addition to the for the penalty and enforcement provisions in this section.

 - (e) In the event that a workforce housing unit is subsequently converted to a market rate unit in violation of the restrictive covenant required under this section, the owner shall be required to pay all applicable fees and satisfy all requirements under Chapter XXIV, of this Code, as of the date of issuance of the building permit, plus interest at the highest amount authorized by law (with such interest accruing from the date of issuance of the permit until full payment of all amounts due under this section), collection costs, and attorney's fees. The foregoing is in addition to the penalty and enforcement provisions in this section.

(I) Affordable and Workforce housing requirements.

- (a) Workforce housing developments or units shall comply with the following requirements:
 - (1) An affordable or workforce housing unit shall only be offered for rental to a qualified household to be used as a primary residence. The city shall establish by resolution a pricing schedule of rental prices for workforce housing units in accordance with this article. In the event where the numbers are not established by the City

Commission, the default shall be the pricing schedule allocated by Miami-Dade County for workforce and affordable housing. The Economic Development division of the Community Development Department will be in charge of monitoring, and verifying the renter's application to the

(2) Any developer or property owner offering a workforce housing unit for rental shall record in the public records a declaration of restrictive covenants in a form approved by the city attorney. Such declaration shall incorporate, at a minimum, the requirements of this article and any other provisions necessary to carry out the purposes of this article. The declaration of restrictive covenants must, at a minimum assure that:

a. The restrictions of this article shall run with the land for the entire control period of thirty (30) years;

b. The covenants will bind the applicant, assignee, purchaser, successor, and any other parties that receive title to or hold any interest in the property. These covenants shall be senior to all instruments securing permanent financing.

(b) Upon the expiration of the control period the city shall record in the public records of Miami-Dade County an instrument releasing the declaration of restrictive covenants required under this article.

(c) The declaration of restrictive covenants shall, at a minimum, including the following terms:

i. The covenants shall be senior to all instruments securing permanent financing, and shall bind all assignees, mortgagees, purchasers, and other successors in interest.

ii. No transfer shall affect the validity of the covenants except as expressly set forth in the provisions of this article.

(d) Any workforce housing unit offered for rent under this article must not be rented for thirty (30) years after the date of original rental at a rent greater than the rent allowed for workforce housing units under this article and applicable regulations. Rent does not include utilities when they are paid directly by the tenant. Different rents must be identified when utility costs are paid by the owner and included in the rent. During the applicable control period, a workforce housing unit must only be rented to an individual with a household income that does not exceed the limits set under this article.

I- Affordability controls.

(a) Initial rental.

(1) Every affordable and workforce housing unit established under this article and pursuant to the land development regulations, shall be offered for rental to an eligible household to be used for his or her own primary residence.

(2) Sixty (60) days prior to offering any new affordable and workforce housing unit for rent, the developer or other property owner shall notify the city of such offering. The notice shall set forth the number, size, price established by applicable implementing order, and location of the workforce housing unit offered and shall provide a description of each workforce housing unit's finishes and availability. The department may request additional information from the developer or other property owner as it deems necessary.

(3) Upon re-rental of an affordable or workforce housing unit, each qualified household must first obtain a valid certificate of qualification from the prospective eligible household.

(b) Rental unit requirements.

(1) All qualified households must be provided with a lease, with a minimum period of twelve (12) months. The lease must comply with all applicable federal and state laws. The lease shall include without limitation provisions that specify the maximum household size allowed in the unit; a prohibition against subleasing; and a requirement that the qualified household shall report any changes in household size or income during the tenancy. Qualified households shall comply with all monitoring requirements established by the Department. Rent shall be consistent with the rental calculation provided by the city as to what qualifies as affordable workforce housing rent.

(2) If a qualified household's income increases above the maximum allowed income levels, the qualified household may choose to remain in the unit for the remainder of the lease term. If the formerly qualified household and the developer or other property owner agree to extend the lease term, the developer or other property owner shall make the next comparable vacant unit at the covered development available to an eligible household at the affordable or workforce housing unit rent.

(3) A tenant that has produced fraudulent income information for the household shall be subject to eviction pursuant to the leasehold. Eviction shall be mandatory if the tenant household income exceeds the thresholds for the unit.

(4) Residential affordable or workforce housing units shall be made available for occupancy either prior to or concurrently with market rate units at the same ratio required for the development. Certificates of occupancy shall not be issued and/or final inspections shall not be passed for the market rate units unless certificates of occupancy are issued and/or final inspections are passed for the residential affordable or workforce housing units concurrently with (or sooner than) the market rate units.

(5) Annually, the developer/property owner shall provide to the city proof of the continued workforce housing eligibility of the proposed tenant. If the department determines that an eligible household qualifies for the rental unit, the department will issue a certificate of qualification. In order to receive a certificate of qualification, an eligible household must provide an affidavit confirming that the affordable or workforce housing unit will be its primary residence.

(c) City responsibilities. The city shall:

- (1) Annually, set the maximum annual rent limit, and rent ranges;
- (2) Annually review leaseholds for compliance and;
- (3) Enforce provisions of article.

II - Enforcement.

(a) Violations of this article by the developer or the renter shall be subject to the following fines. The special magistrate shall not waive or reduce fines set by this article.

(1) If the violation is the first violation of an administrative violation: Warning issued.

(2) If the violation is the second violation: \$2,500.00.

(3) If the violation is the third violation within the preceding 18 months: \$7,500.00.

(4) If the violation is the fourth violation within the preceding 18 months: \$12,500.00.

(5) If the violation is the fifth or greater violation within the preceding 18 months: \$20,000.00.

(6) Fines for repeat violations shall increase regardless of location.

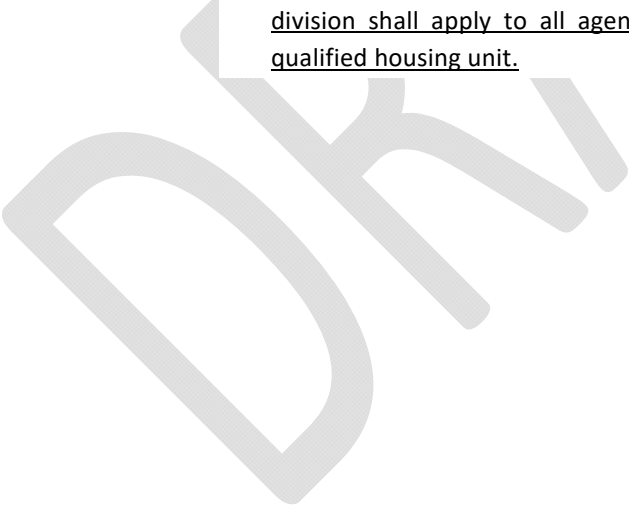
(b) Violations of this article by the tenant shall result in termination of the leasehold, upon 15 days written notice. Landlord shall be entitled to evict the tenant and seek all damages under law from the tenant.

(c) In addition to or in lieu of the foregoing, the city may seek an injunction against activities or uses prohibited under this article. The city may take legal action to stop or cancel any transfer of an affordable or workforce housing unit if any party to the transfer does not comply with all requirements of this article, and or seek enforcement of any covenant signed or order issued under this article. The city may recover any funds improperly obtained from any rental of an affordable or workforce housing unit in violation of this article, plus costs and interest at the rate prescribed by law from the date a violation occurred.

(d) Any city police officer or code compliance officer may issue notices for violations of this article, with alternative enforcement as provided in Chapter IX and Chapter XIV of this Code. Violations shall be issued to the homeowner, and/or to any realtor, real estate agent, real estate broker, tenant or any other individual or entity that facilitates or organizes the prohibited activities. In the event the record owner of the property is not present when the violation occurred, a copy of the violation shall be provided to such owner.

(e) The city manager or designee may adopt administrative rules and procedures to assist in the uniform enforcement of this article.

(f) No variances shall be granted from this article. The provisions of this division shall apply to all agents, successors, and assignees of a qualified housing unit.





City of North Miami Beach, Florida

Community Development Department – Planning & Zoning Division

17050 NE 19TH AVENUE
1ST FLOOR
NORTH MIAMI BEACH, FLORIDA 33162
PLANNING & ZONING DIVISION: (305) 948-2966

Business Impact Estimate

Directions to using/sponsoring department staff: Pursuant to F.S. s. 166.041(4), as amended by Ch. 2023-101, Laws of Florida, the City is required to prepare a Business Impact Statement for ordinances that are NOT exempt from this requirement. A list of ordinance exemptions is provided below. Please check all exemption boxes that apply to the proposed ordinance. If none of the boxes are checked, please complete and sign the Business Impact Statement on the following page.

- The proposed ordinance is required for compliance with Federal or State law or regulation;
- The proposed ordinance relates to the issuance or refinancing of debt;
- The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- The proposed ordinance is an emergency ordinance;
- The ordinance relates to procurement; or
- The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

Prepared by: Edward Ng./Interim Director/
Community Development

Date: 10/15/2024

Printed Name/Title/Department

Regardless of whether any of the boxes are checked, Include this completed page in the agenda packet.

*If none of the boxes above are checked, complete the attached Business Impact Statement and include the completed Statement as part of the agenda package. **The completed Statement must be posted on the City of North Miami Beach web site not later than the time notice of the proposed ordinance is published.***

BUSINESS IMPACT STATEMENT

ORDINANCE TITLE

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA AMENDING CHAPTER XXIV OF THE CITY'S CODE OF ORDINANCE ENTITLED "ZONING AND LAND DEVELOPMENT" BY AMENDING ARTICLE V ENTITLED "ZONING USE DISTRICTS", CREATING A NEW SECTION TO ESTABLISH THE "BISCAYNE CORRIDOR B2-DISTRICT OVERLAY"; SPECIFICALLY SECTION 24-52.1, ENTITLED "BISCAYNE CORRIDOR B2-DISTRICT OVERLAY", TO INCLUDE REGULATIONS FOR THE OVERLAY DISTRICT; TO ENCOURAGE SUSTAINABLE DEVELOPMENT WITHIN THE DISTRICT; PROVIDING THE REPEAL OF ALL ORDINANCES OR PARTS OF ORDINANCES, PROVIDING FOR CONFLICT; PROVIDING FOR SCRIVENER ERRORS; PROVIDING FOR SEVERABILITY; CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE SUMMARY

(Must include a statement of the public purpose, such as serving the public health, safety, morals, and welfare):

This overlay will address the change in regulations for developments happening within the B2-District only in the major corridor of Biscayne Boulevard. The request to approve the Ordinance amending Article V entitled "Zoning Use Districts", therefore, creating a new section to establish the "Biscayne Corridor B2-District Overlay" to match the city's amendment to the Comprehensive Plan was submitted by Director of the Community Development department of The City of North Miami Beach.

The City Commission has determined that these amendments would promote the public interest by increasing the economic vitality of the Biscayne Corridor.

ESTIMATE OF THE DIRECT ECONOMIC IMPACT OF THE PROPOSED ORDINANCE ON PRIVATE, FOR-PROFIT BUSINESSES IN THE CITY OF NORTH MIAMI BEACH, IF ANY: **NONE**

ESTIMATE OF DIRECT COMPLIANCE COSTS THAT BUSINESSES MAY REASONABLY INCUR: **NONE**

DESCRIPTION OF NEW CHARGES/FEEES IMPOSED BY THE PROPOSED ORDINANCE OR FOR WHICH BUSINESSES WILL BE FINANCIALLY RESPONSIBLE: **NONE**

ESTIMATE OF THE CITY'S REGULATORY COSTS, INCLUDING ESTIMATED REVENUES FROM ANY NEW CHARGES OR FEES TO COVER SUCH COSTS: **NONE**

GOOD FAITH ESTIMATE OF THE NUMBER OF BUSINESSES LIKELY TO BE IMPACTED BY THE PROPOSED ORDINANCE: **NONE**

ADDITIONAL INFORMATION THE GOVERNING BODY DEEMS USEFUL (IF ANY): **N/A**

SIGNATURE

DATE



**Legislation
11.3.**

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

MEMORANDUM

TO:	Mayor and City Commission
FROM:	Sophia Taylor, Interim Finance Director
VIA:	Mario A. Diaz, City Manager
DATE:	October 15, 2024

RE: Resolution No. R2024-118 To Approve Special Obligation Bonds, Series 2024 for Washington Park Site Construction (Sophia Taylor, Interim Finance Director)

Description

Staff seeks approval from the City Commission for the issuance of a Special Obligation Series Bond not to exceed \$30 million to fund the construction of Washington Park.

The Washington Park construction project is a significant initiative aimed at revitalizing the community by providing modern, eco-friendly facilities. The project includes the demolition of existing structures and the construction of a new multi-functional campus featuring a splash pad, zero-entry aquatic facility, banquet hall, library and computer lab, multi-purpose room, artificial turf field, ADA-accessible playground, covered basketball courts, and a new lift station.

Funding:

The total estimated Washington Park project cost is \$25 million. Funding sources include:

- \$3 million in federal grant secured by Congresswoman Frederica Wilson.
- \$200,000 grant from the Florida Department of Environmental Protection
- \$1,250,000 million committed by Miami-Dade County
- The remaining amount will be funded through the proposed Special Obligation Bond issuance.

**BACKGROUND
ANALYSIS:**

Bond Issuance:

The proposed special obligation bond issuance will not exceed \$30.00 million. The bond will be repaid through the City's Non-Advalorem revenue streams, ensuring that there is no additional tax burden on the residents. The bond issuance will cover construction costs, including water and sewer upgrades, and ensure the timely completion of the project by late 2026.

- **Bond Issuance Amount not to exceed:** \$30,000,000.
- **Underwriting discounts and fees not to exceed:** \$3.50 per bond.
- **True interest rate cost of not more than:** 6% per annum
- **Final Maturity no later than:** November 1, 2054 (30-year term bonds)
- **Loan Security:** Covenant to Budget and Appropriate (Non-advalorem revenues)

Staff recommends that the City Commission approve the issuance of the special obligation bond series, not to exceed \$30 million for the Washington Park construction project. This investment will significantly enhance the quality of life for our residents and provide a state-of-the-art facility for community use. The Washington Park construction projects represents a critical investment in the future of North Miami Beach. With the Commission's approval, we can move forward with securing the necessary funding to bring this vision to fruition.

RECOMMENDATION:

Next Steps:

Upon approval of the Resolution, the following steps will be taken:

1. Submit documents to the Rating Agencies
2. Participate in Rating Agency conference call.
3. Circulate final draft of the POS (including ratings)
4. Underwriter Due Diligence Call
5. Post, Print and Mail POS
6. Post Investor Roadshow Presentation
7. Negotiated Bond Sale
8. Post OS and Circulate Closing Documents
9. Pre-closing and Closing

**FISCAL/ BUDGETARY
IMPACT:**

ATTACHMENTS:

Description

- ☐ Resolution and attachments

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF SPECIAL OBLIGATION BONDS, SERIES 2024 (PARKS PROJECT) IN AN AMOUNT NOT TO EXCEED \$30,000,000 FOR THE PURPOSE OF FUNDING THE PROJECT AND PAYING COSTS OF ISSUANCE; PROVIDING THAT THE SERIES 2024 BONDS SHALL BE LIMITED OBLIGATIONS OF THE ISSUER PAYABLE FROM NON-AD VALOREM REVENUES BUDGETED, APPROPRIATED AND DEPOSITED AS PROVIDED HEREIN; DELEGATING THE AWARD OF THE SALE OF THE SERIES 2024 BONDS TO THE MAYOR; MAKING CERTAIN PROVISIONS AND DELEGATING CERTAIN RESPONSIBILITIES WITH RESPECT TO THE SERIES 2024 BONDS; APPROVING THE FORM AND AUTHORIZING THE EXECUTION AND DELIVERY OF A DISCLOSURE DISSEMINATION AGENT AGREEMENT APPROVING THE FORM AND AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND PURCHASE AGREEMENT; APPROVING THE FORM OF A PRELIMINARY OFFICIAL STATEMENT AND DELEGATING TO THE MAYOR OR THE FINANCE DIRECTOR THE AUTHORITY TO DEEM FINAL FOR CERTAIN PURPOSES AND APPROVE THE USE OF AND DISTRIBUTION OF THE PRELIMINARY OFFICIAL STATEMENT AND EXECUTION OF A FINAL OFFICIAL STATEMENT WITH RESPECT TO THE SERIES 2024 BONDS; APPOINTING A REGISTRAR AND PAYING AGENT; PROVIDING FOR THE RIGHTS, SECURITY AND REMEDIES FOR THE HOLDERS OF THE SERIES 2024 BONDS; AUTHORIZING CERTAIN OFFICIALS OF THE ISSUER TO EXECUTE SUCH SERIES 2024 BONDS AND ALL NECESSARY DOCUMENTS ON BEHALF OF THE ISSUER AND TO TAKE ALL ACTIONS REQUIRED IN CONNECTION WITH THE SALE, ISSUANCE AND DELIVERY OF SUCH SERIES 2024 BONDS; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED by the City Commission of the City of North Miami Beach, Florida, as follows:

Section 1: *Authority for this Resolution.* This Resolution is adopted pursuant to the provisions of the Constitution of the State of Florida, Chapter 166, Florida Statutes, the Charter of the Issuer, and other applicable provisions of law.

Section 2: *Definitions.* Unless the context otherwise requires, the terms used in this Resolution shall have the meanings specified in this Section 2. Words importing singular number

shall include the plural number in each case and vice versa, and words importing persons shall include firms and corporations.

"Authorized Denomination" means \$5,000 and any integral multiple thereof, except to the extent otherwise determined by subsequent resolution of the Issuer.

"Bond Counsel" means Bryant Miller Olive P.A., or other nationally recognized bond counsel firm.

"Bond Purchase Agreement" means the Bond Purchase Agreement between the City and the Underwriter in the form authorized pursuant to Section 18 hereof.

"Bondholder" or *"Holder"* means the Person or Persons in whose name or names the Series 2024 Bonds shall be registered on the books of the Registrar kept for that purpose in accordance with provisions of the Resolution.

"Business Day" means any day except any Saturday or Sunday or day on which the principal office of the Paying Agent is lawfully closed.

"Cede" means Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Series 2024 Bonds pursuant to Section 13 hereof.

"City" means the City of North Miami Beach, Florida.

"City Attorney" means the duly appointed and acting City Attorney of the Issuer or any duly authorized deputy thereof.

"City Commission" means the City Commission of the City of North Miami Beach, Florida, the governing body of Issuer.

"City Clerk" means the duly appointed City Clerk or any duly authorized deputy or assistant thereof.

"Debt Service Fund" means the Debt Service Fund established and created in Section 17 hereof.

"DTC" means The Depository Trust Company, New York, New York, and its successors and assigns.

"Finance Director" means the Finance Director of the Issuer.

"Financial Advisor" means PFM Financial Advisors, LLC or its successors and assigns.

"Fiscal Year" means the period commencing on October 1 of each year and continuing through the next succeeding September 30, or such other period as may be prescribed by law.

"Interest Payment Date" means each May 1st and November 1st, commencing May 1, 2025.

"Issuer" means the City of North Miami Beach, Florida.

"Mayor" means the Mayor of the Issuer or in his absence or inability to act, the Vice Mayor or such other person as may be duly authorized by the City Commission to act on his behalf.

"Non-Ad Valorem Revenues" means all revenues and taxes of the Issuer derived from any source whatsoever, other than ad valorem taxation on real and personal property, which are legally available to make the payments on the Series 2024 Bonds.

"Outstanding" when used with reference to Series 2024 Bonds and as of any particular date, shall describe all Series 2024 Bonds theretofore and thereupon being authenticated and delivered except, (1) any Series 2024 Bond in lieu of which another Series 2024 Bond or other Series 2024 Bonds have been issued under an agreement to replace lost, mutilated or destroyed Series 2024 Bonds, (2) any Series 2024 Bonds surrendered by the Holders thereof in exchange for another Series 2024 Bond or other Series 2024 Bonds under Sections 8 and 9 hereof, and (3) Series 2024 Bonds canceled after purchase in the open market or because of payment at or redemption prior to maturity.

"Participants" means those broker-dealers, banks and other financial institutions from time to time for which DTC holds Series 2024 Bonds as securities depository.

"Paying Agent" means Argent Institutional Trust Company, Atlanta, Georgia and its successors and assigns.

"Person" means an individual, a corporation, a partnership, an association, a joint stock company, a trust, any unincorporated organization or governmental entity.

"Pledged Revenues" means the Non-Ad Valorem Revenues budgeted, appropriated and deposited in the Revenue Fund, and other amounts on deposit from time to time in the Debt Service Fund, as provided herein.

"Principal Payment Date" means each November 1st, commencing November 1, 2025 through final maturity

"Project" means the construction and improvements of parks and recreation facilities, to include basketball courts and new recreational buildings at the Washington Park facilities.

"Registrar" means Argent Institutional Trust Company, Atlanta, Georgia and its successors and assigns.

"Resolution" means this Resolution of the Issuer, as hereafter amended and supplemented from time to time in accordance with the provisions hereof.

“Rule” means the continuing disclosure requirements of Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“Serial Bonds” means all of the Series 2024 Bonds other than the Term Bonds.

“Series 2024 Bonds” means the Issuer’s Special Obligation Bonds, Series 2024 (Parks Project) authorized by Section 4 hereof.

“State” means the State of Florida.

“Term Bonds” means those Bonds which shall be designated as Term Bonds pursuant to Section 5 hereof.

“Underwriter” means RBC Capital Markets, LLC.

Section 3: Resolution Constitutes Contract. In consideration of the acceptance of the Series 2024 Bonds authorized to be issued hereunder by those who shall own the same from time to time, this Resolution shall be deemed to be and shall constitute a contract between the Issuer and such Bondholders and the covenants and agreements herein set forth to be performed by the Issuer shall be for the equal benefit, protection, and security of the owners of any and all of such Series 2024 Bonds, all of which shall be of equal rank and without preference, priority, or distinction of any of the Series 2024 Bonds over any other thereof except as expressly provided therein and herein.

Section 4: Authorization of the Series 2024 Bonds and the Project. The issuance of obligations of the Issuer to be known as the “City of North Miami Beach, Florida Special Obligation Bonds, Series 2024 (Parks Project)” is hereby approved and authorized, in the aggregate principal amount of not to exceed \$30,000,000 for the purpose of providing funds to finance the Project and to pay the costs of issuing the Series 2024 Bonds. The Project is hereby authorized.

Section 5: Description of the Series 2024 Bonds. The Series 2024 Bonds shall be issued in fully registered form; shall be numbered consecutively from R-1 upward; shall be in Authorized Denominations; shall bear interest at such rate or rates not exceeding the maximum rate allowed by State law, the actual rate or rates or method of determining rates shall be set forth in the Bond Purchase Agreement; may be issued with interest to be payable at such times as are fixed by Section 18; and shall mature on such date in such years and amounts as will be fixed by Section 18 and may be Serial and/or Term Bonds; provided however, that the interest rates on and final maturity of the Series 2024 Bonds shall be subject to the parameters set forth in Section 18 hereof.

Each Series 2024 Bond shall bear interest from the interest payment date next preceding the date on which it is authenticated, unless authenticated on an interest payment date, in which

case it shall bear interest from such interest payment date, or, unless authenticated prior to the first interest payment date, in which case it shall bear interest from its date; provided, however, that if at the time of authentication interest is in default, such Series 2024 Bond shall bear interest from the date to which interest shall have been paid.

The principal of and the interest on the Series 2024 Bonds shall be payable in any coin or currency of the United States of America which on the respective dates of payment thereof is legal tender for the payment of public and private debts. The principal of the Series 2024 Bonds shall be payable only to the registered Holder or his legal representative at the principal corporate trust office of the Paying Agent, and payment of the interest on the Series 2024 Bonds shall be made by the Paying Agent on each interest payment date to the Person appearing on the registration books of the Issuer hereinafter provided for as the registered Holder thereof, by electronic means, draft or check mailed to such registered Holder at his address as it appears on such registration books or delivered to Cede & Co., as registered owner thereof and will be redistributed by DTC and the DTC Participants.

Section 6: *Execution of Series 2024 Bonds.* The Series 2024 Bonds shall be signed by, or bear the manual or facsimile signature of, the Mayor and shall be signed by, or bear the manual or facsimile signature of, the City Clerk and a facsimile of the official seal of the Issuer shall be imprinted on such Series 2024 Bonds.

In case any officer whose signature or a facsimile of whose signature shall appear on any Series 2024 Bonds shall cease to be such officer before the delivery of such Series 2024 Bonds, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes the same as if he has remained in office until such delivery. Any Series 2024 Bond may bear the facsimile signature of or may be signed by such persons who, at the actual time of the execution of such Series 2024 Bond, shall be the proper officers to sign such Series 2024 Bond although at the date of such Series 2024 Bond such persons may not have been such officers.

Section 7: *Authentication of Series 2024 Bonds.* Only such of the Series 2024 Bonds as shall have been endorsed thereon a certificate of authentication substantially in the form set forth on Exhibit A, duly executed by the Registrar, as authenticating agent, shall be entitled to any benefit or security under this Resolution. No Series 2024 Bond shall be valid or obligatory for any purpose unless and until such certificate of authentication shall have been duly executed by the Registrar and such certificate of the Registrar upon any such Series 2024 Bond shall be conclusive evidence that such Series 2024 Bond has been duly authenticated and delivered under this Resolution. The Registrar's certificate of authentication on any Series 2024 Bond shall be deemed to have been duly executed if manually signed by an authorized officer of the Registrar, but it shall not be necessary that the same officer manually sign the certificate of authentication of all of the Series 2024 Bonds that may be issued hereunder at any one time.

Section 8: *Exchange of Series 2024 Bonds.* Any Series 2024 Bonds, upon surrender thereof at the principal corporate trust office of the Registrar, together with an assignment duly

executed by the Bondholder or his attorney or legal representative in such form as shall be satisfactory to the Registrar, may, at the option of the Bondholder, be exchanged for an aggregate principal amount of Series 2024 Bonds equal to the principal amount of and of the same type and Series as the Series 2024 Bond or Series 2024 Bonds so surrendered.

The Registrar shall make provision for the exchange of Series 2024 Bonds at the principal corporate trust office of the Registrar.

Section 9. Negotiability, Registration and Transfer of Series 2024 Bonds. The Registrar shall keep books for the registration of and for the registration of transfers of Series 2024 Bonds as provided in this Resolution. The transfer of any Series 2024 Bond may be registered only upon such books and only upon surrender thereof to the Registrar together with an assignment duly executed by the Bondholder or his attorney or legal representative in such form as shall be satisfactory to the Registrar. Upon any such registration of transfer the Issuer shall execute and the Registrar shall authenticate and deliver in exchange for such Series 2024 Bond, a new Series 2024 Bond or Series 2024 Bonds registered in the name of the transferee, and in an aggregate principal amount equal to and of the same type and Series as the principal amount of such Series 2024 Bond or Series 2024 Bonds so surrendered.

In all cases in which Series 2024 Bonds shall be exchanged, the Issuer shall execute and the Registrar shall authenticate and deliver, at the earliest practicable time, Series 2024 Bonds of the same type in accordance with the provisions of this Resolution. All Series 2024 Bonds surrendered in any such exchange or registration of transfer shall forthwith be canceled by the Registrar. The Issuer or the Registrar may make a charge for every such exchange or registration of transfer of Series 2024 Bonds sufficient to reimburse it for any tax or other governmental charge required to be paid with respect to such exchange or registration of transfer, but no other charge shall be made to any Bondholder for the privilege of exchanging or registering the transfer of Series 2024 Bonds under the provisions of this Resolution. Neither the Issuer nor the Registrar shall be required to make any such exchange or registration of transfer of Series 2024 Bonds during the fifteen (15) days immediately preceding any Principal Payment Date or redemption date.

Section 10: Ownership of Series 2024 Bonds. The Person in whose name any Series 2024 Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal, redemption premium, if any, and the interest on any such Series 2024 Bonds, shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Series 2024 Bond including the premium, if any, and interest thereon to the extent of the sum or sums so paid.

Section 11: Series 2024 Bonds Mutilated, Destroyed, Stolen or Lost. In case any Series 2024 Bond shall become mutilated, or be destroyed, stolen or lost, the Issuer may in its discretion cause to be executed, and the Registrar shall authenticate and deliver, a new Series 2024 Bond of like

date and tenor as the Series 2024 Bond so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Series 2024 Bond upon surrender and cancellation of such mutilated Series 2024 Bond or in lieu of and substitution for the Series 2024 Bond destroyed, stolen or lost, and upon the Holder furnishing the Issuer and the Registrar proof of his ownership thereof and satisfactory indemnity and complying with such other reasonable regulations and conditions as the Issuer and the Registrar may prescribe and paying such expenses as the Issuer and the Registrar may incur. All Series 2024 Bonds so surrendered shall be canceled by the Registrar and shall be in no further force and effect. If any of the Series 2024 Bonds shall have matured or be about to mature, instead of issuing a substitute Series 2024 Bond, the Issuer may pay the same, upon being indemnified as aforesaid, and if such Series 2024 Bond be lost, stolen or destroyed, without surrender thereof.

Any such duplicate Series 2024 Bonds issued pursuant to this Section shall constitute original, additional contractual obligations on the part of the Issuer whether or not the lost, stolen or destroyed Series 2024 Bonds be at any time found by anyone, and such duplicate Series 2024 Bonds shall be entitled to equal and proportionate benefits and rights as to lien on and source and security for payment from the funds, as hereinafter pledged, to the same extent as all other Series 2024 Bonds issued hereunder.

Section 12. *Provisions for Redemption.* The Series 2024 Bonds shall be subject to redemption prior to their maturity, at the option of the Issuer, at such times and in such manner as shall be fixed by Section 18 hereof.

Unless provided otherwise by subsequent resolution of the Issuer, notice of such redemption shall, at least thirty (30) days but not more than sixty (60) days, prior to the redemption date, be filed with the Registrar; and mailed, postage prepaid, to all Holders of Series 2024 Bonds to be redeemed at their addresses as they appear on the registration books hereinbefore provided for, but failure to mail such notice to one or more Holders of Series 2024 Bonds shall not affect the validity of the proceedings for such redemption with respect to Holders of Series 2024 Bonds to which notice was duly mailed hereunder. Each such notice shall set forth the date fixed for redemption, the redemption premium to be paid and, if less than all of the Series 2024 Bonds of one maturity are to be called, the distinctive numbers of such Series 2024 Bonds to be redeemed and in the case of Series 2024 Bonds to be redeemed in part only, the portion of the principal amount thereof to be redeemed.

If less than all of the Series 2024 Bonds shall be called for redemption, the particular Series 2024 Bonds shall be selected by lot in such reasonable manner as the Registrar in its discretion may determine. Upon surrender of any Series 2024 Bond for redemption in part only, the Registrar shall authenticate and deliver to the Holders thereof, the cost of which shall be paid by the Issuer, a new Series 2024 Bond of an Authorized Denomination equal to the unredeemed portion of the Series 2024 Bond surrendered.

In the case of an optional redemption, any notice of redemption may state that (1) it is conditioned upon the deposit of moneys, in an amount equal to the amount necessary to effect

the redemption, with the Registrar, Paying Agent or a fiduciary institution acting as escrow agent no later than the redemption date or (2) the Issuer retains the right to rescind such notice on or prior to the scheduled redemption date (in either case, a "Conditional Redemption"), and such notice and optional redemption shall be of no effect if such moneys are not so deposited or if the notice is rescinded as described in this Section. Any such notice of Conditional Redemption shall be captioned "Conditional Notice of Redemption." Any Conditional Redemption may be rescinded at any time prior to the redemption date if the Finance Director delivers a written direction to the Registrar directing the Registrar to rescind the redemption notice. The Registrar shall give prompt notice of such rescission to the affected Bondholders. Any Series 2024 Bonds subject to Conditional Redemption where redemption has been rescinded shall remain Outstanding, and neither the rescission nor the failure by the Issuer to make such funds available shall constitute an Event of Default under this Resolution. The Registrar shall give immediate notice to the securities information repositories and the affected Bondholders that the redemption did not occur and that the Series 2024 Bonds called for redemption and not so paid remain Outstanding.

Section 13. *Book-Entry System.* Notwithstanding any provision of this Resolution to the contrary, a book-entry system of registration is hereby authorized for the Series 2024 Bonds. So long as the Issuer shall maintain a book-entry only system with respect to the Series 2024 Bonds, the following provisions shall apply:

Upon initial issuance, the ownership of each such Series 2024 Bond shall be registered in the registration books kept by the Registrar in the name of Cede, as nominee of DTC. A blanket issuer letter of representations (the "BLoR") was entered into by the Issuer with The Depository Trust Company ("DTC"). It is intended that the Series 2024 Bonds be registered so as to participate in a global book-entry system with DTC as set forth herein and in such BLoR. The terms and conditions of such BLoR shall govern the registration of the Series 2024 Bonds. The Series 2024 Bonds shall be initially issued in the form of a single fully registered Series 2024 Bond for each maturity of such Series. Upon initial issuance, the ownership of such Series 2024 Bonds shall be registered by the Registrar in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. So long as any Series 2024 Bond is registered in the name of DTC (or its nominee), the Issuer, the Registrar and the Paying Agent may treat DTC (or its nominee) as the sole and exclusive holder of such Series 2024 Bonds registered in its name, and all payments with respect to the principal or redemption price of, if any, and interest on such Series 2024 Bonds ("Payments") and all notices with respect to such Series 2024 Bond ("Notices") shall be made or given, as the case may be, to DTC. Transfers of Payments and delivery of Notices to DTC Participants shall be the responsibility of DTC and not of the Issuer, subject to any statutory and regulatory requirements as may be in effect from time to time. Transfers of Payments and delivery of Notices to beneficial owners of the Series 2024 Bonds by DTC Participants shall be the responsibility of such participants, indirect participants and other nominees of such beneficial owners and not of the Issuer, subject to any statutory and regulatory requirements as may be in effect from time to time.

Upon (a) receipt by the Issuer of written notice from DTC (i) to the effect that a continuation of the requirement that all of the Outstanding Series 2024 Bonds be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC, is not in the best interest of the beneficial owners of the Series 2024 Bonds or (ii) to the effect that DTC is unable or unwilling to discharge its responsibilities and no substitute depository willing to undertake the functions of DTC hereunder can be found which is willing and able to undertake such functions upon reasonable and customary terms, (b) termination, for any reason, of the agreement among the Issuer, the Registrar and Paying Agent and DTC evidenced by the BLoR, or (c) determination by the Issuer that such book-entry only system should be discontinued by the Issuer, and compliance with the requirements of any agreement between the Issuer and DTC with respect thereto, the Series 2024 Bonds shall no longer be restricted to being registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC, but may be registered in whatever name or names Holders shall designate, in accordance with the provisions hereof. In such event, the Issuer shall issue and the Registrar shall authenticate, transfer and exchange Series 2024 Bonds consistent with the terms hereof, in denominations of \$5,000 or any integral multiple thereof to the Holders thereof. The foregoing notwithstanding, until such time as participation in the book-entry only system is discontinued, the provisions set forth in the BLoR shall apply to the registration and transfer of the Series 2024 Bonds and to Payments and Notices with respect thereto.

Section 14. *Form of Series 2024 Bonds.* The text of the Series 2024 Bonds together with the certificate of authentication to be endorsed thereon, shall be in substantially the form attached hereto as Exhibit A, with such omissions, insertions and variations as may be necessary, desirable, authorized or permitted by this Resolution or by any subsequent resolution adopted prior to the issuance thereof or as may be necessary to comply with applicable laws, rules and regulations of the United States and of the State in effect upon the issuance thereof.

Section 15. *Security for the Series 2024 Bonds.* The payment of the principal of and interest on the Series 2024 Bonds shall be secured by a lien on the Pledged Revenues. The Series 2024 Bonds will be special obligations of the Issuer secured by the revenues pledged therefor, in the manner and to the extent described herein. The Series 2024 Bonds will not constitute general obligations or indebtedness of the Issuer as “bonds” of the State or any political subdivision thereof within the meaning of any constitutional or statutory provision. Neither the faith and credit nor the taxing power of the Issuer or of the State or any political subdivision thereof is pledged to the payment of the principal of or interest on the Series 2024 Bonds, and the Holder shall never have the right to compel any exercise of any ad valorem taxing power of the Issuer or of the State or any political subdivision thereof, directly or indirectly to enforce such payment.

The Issuer covenants and agrees to appropriate in its annual budget for each Fiscal Year in which the Series 2024 Bonds remain Outstanding, sufficient amounts of Non-Ad Valorem Revenues for the payment of principal of and interest on the Series 2024 Bonds in each such Fiscal Year. Such covenant and agreement on the part of the Issuer shall be for the term of the Series 2024 Bonds and be cumulative and shall continue until all payments of principal of and interest on the Series 2024 Bonds shall have been budgeted, appropriated and actually paid. The Issuer

agrees that this covenant and agreement to budget and appropriate Non-Ad Valorem Revenue shall be deemed to be entered into for the benefit of the Holders of the Series 2024 Bonds and that this obligation may be enforced in a court of competent jurisdiction. This covenant and agreement shall not be construed as a limitation on the ability of the Issuer to pledge all or a portion of such Non-Ad Valorem Revenues for other legally permissible purposes. Nothing herein shall be deemed to pledge ad valorem taxation revenues or to permit or constitute a mortgage upon any assets owned by the Issuer and no Person may compel the levy of ad valorem taxes on real or personal property within the boundaries of the Issuer for the payment of the Issuer's obligations hereunder. The Series 2024 Bonds shall not be or constitute general obligations or indebtedness of the Issuer as "bonds" within the meaning of the Constitution of the State. The obligation of the Issuer to appropriate Non-Ad Valorem Revenues shall be subject in all respects to the obligation of the Issuer to provide for essential governmental services and further shall be subject to the provisions of Section 166.241, Florida Statutes. Notwithstanding any provisions of this Resolution to the contrary, the Issuer shall not be obligated to exercise ad valorem taxing power to maintain or continue any of the activities of the Issuer which generate user service charges, regulatory fees or other Non-Ad Valorem Revenues.

Section 16: Application of Series 2024 Bond Proceeds. The proceeds, including accrued interest and premium, if any, received from the sale of any or all of the Series 2024 Bonds shall be applied by the Issuer simultaneously with the delivery of such Series 2024 Bonds to the purchaser thereof, as follows:

A. The capitalized interest, if any, shall be deposited into the Debt Service Fund and shall be used only for the purpose of paying interest becoming due on the Series 2024 Bonds.

B. Moneys for the costs of the Project shall be deposited into the Construction Fund created hereby (the "Construction Fund") and established with a depository in the State, which is a member of the Federal Deposit Insurance Corporation and which is eligible under the laws of the State to receive municipal funds. Withdrawals from the Construction Fund shall be made only for such purposes of paying the costs of the Project.

The Issuer's share of any liquidated damages or other moneys paid by defaulting contractors or their sureties, and all proceeds of insurance compensating for damages to the Project during the period of construction, shall be deposited in the Construction Fund.

When the moneys on deposit in the Construction Fund exceed the estimated disbursements on the account of the Project for the next 90 days, the Issuer may direct the depository bank to invest such excess funds in direct obligations of or obligations the principal of and interest on which are guaranteed by the United States of America, which shall be subject to redemption at any time at face value by the holder thereof. The earnings from any such investment shall be deposited in the Construction Fund.

When the construction of the Project has been completed and all construction costs have been paid in full, all funds remaining in the Construction Fund, shall be deposited in the Debt Service Fund hereinafter established, and the Construction Fund shall be closed.

All moneys deposited in said Construction Fund shall be and constitute a trust fund created for the purposes stated, and there is hereby created a lien upon such fund in favor of the Holders of the Series 2024 Bonds until the moneys thereof shall have been applied in accordance with this Resolution.

C. To the extent not paid by the original purchasers of the Series 2024 Bonds, the Issuer shall pay all costs and expenses in connection with the issuance, sale and delivery of the Series 2024 Bonds.

Section 17. *Application of Revenues.* For so long as any of the principal of and interest on the Series 2024 Bond shall be outstanding and unpaid or until the Issuer has made provision for payment of principal of and interest, with respect to the Series 2024 Bond, the Issuer covenants as follows:

(A) **Funds.** The Issuer covenants and agrees to establish separate funds to be known as the "Revenue Fund," and the "Debt Service Fund." Moneys in the aforementioned funds, other than the Rebate Fund, until applied in accordance with the provisions hereof, shall be subject to a lien and charge in favor of the Holder and for the further security of the Holder.

The Issuer may, but shall not be required to, at any time and from time to time appoint one or more depositories to hold, for the benefit of the Holder, any one or more of the funds and accounts established hereby. Such depository or depositories shall perform at the direction of the Issuer the duties of the Issuer in depositing, transferring and disbursing moneys to and from each of such funds as herein set forth, and all records of such depository in performing such duties shall be open at all reasonable times to inspection by the Issuer and its agents and employees. Any such depository shall be a qualified public depository pursuant to Chapter 280, Florida Statutes.

All deposits into the funds created by this Resolution shall be deemed to be held in trust by the Issuer for the benefit of the Holder for the purposes herein provided and used and applied only for the purposes and in the manner herein provided.

(B) **Flow of Funds.**

(1) The Issuer shall credit the Pledged Revenues to the Revenue Fund. The moneys in the Revenue Fund shall be deposited or credited on or before the last Business Day of each month, commencing with the month in which delivery of the Series 2024 Bonds shall be made to the Holders or such later date as hereinafter provided, in the following manner and in the following order of priority:

(a) Debt Service Fund. The Issuer shall deposit into or credit to the Debt Service Fund the sum which, together with the balance in said fund, shall be equal to the interest and the principal amount on the Series 2024 Bonds accrued and unpaid and to accrue to the end of the then current calendar month. Moneys in the Debt Service Fund shall be used to pay principal of and interest on the Series 2024 Bonds as and when the same become due, whether by redemption or otherwise, and for no other purpose. In determining the amount to deposit for principal, the Issuer shall take into account that portion of the principal due on the next principal payment date which would have accrued on said Series 2024 Bonds during the then current calendar month if such principal amounts were deemed to accrue monthly (assuming that a year consists of twelve (12) equivalent calendar months of thirty (30) days each) in equal amounts from the next preceding principal payment due date, or, if there is no such preceding principal payment due date, from a date one year preceding the due date of such principal amount. The Issuer shall adjust the amount of the deposit into the Debt Service Fund not later than the month immediately preceding any payment date so as to provide sufficient moneys in the Debt Service Fund to pay the principal of and interest on the Series 2024 Bonds coming due on such payment date.

(b) Balance. The balance of any moneys after the deposits required by Section 17(B)(1)(a) hereof may be transferred to any appropriate fund or account of the Issuer or may be used for any lawful purpose.

(2) The Issuer, in its discretion, may use moneys in the Debt Service Fund to prepay the principal or interest coming due in future years under the terms and conditions as provided in the Series 2024 Bonds.

(3) On the date established for payment of any principal of or redemption price, if applicable, or interest on the Series 2024 Bonds, the Issuer shall withdraw from the Debt Service Fund sufficient moneys to pay such principal or redemption price, if applicable, or interest and pay to the Holders.

Section 18: Delegation of Award of the Series 2024 Bond. Subject to full satisfaction of the conditions set forth in this Section, the City Commission hereby authorizes a delegated negotiated sale of the Series 2024 Bonds to the Underwriter in accordance with the terms of the Bond Purchase Agreement to be dated the date of sale and to be substantially in the form attached hereto as Exhibit B, with such changes, amendments, modifications, omissions and additions thereto as shall be approved by the Mayor in accordance with the provisions of this Section (including, without limitation, making the final determination concerning the structuring and marketing of the Series 2024 Bonds to obtain the most favorable rating and interest rate on the Series 2024 Bonds), and the execution and delivery of the Bond Purchase Agreement by the Mayor shall be deemed conclusive evidence of the approval of such changes and the full and complete satisfaction of the conditions set forth in this Section.

Notwithstanding the foregoing, the Bond Purchase Agreement shall not be executed by the Mayor until such time as all of the following conditions have been satisfied:

1. Receipt by the Finance Director of a written offer to purchase the Series 2024 Bonds by the Underwriter substantially in the form of the Bond Purchase Agreement, said offer to provide for, among other things, (i) the issuance of not exceeding \$30,000,000 aggregate principal amount of Series 2024 Bonds, (ii) an underwriting discount (including management fee and all expenses) not in excess of \$3.50 per bond, (iii) a true interest cost of not more than 6.0% per annum with respect to the Series 2024 Bonds, and (iv) the maturities of the Series 2024 Bonds with the final maturity no later than November 1, 2054.

2. The Series 2024 Bonds shall be subject to such optional and mandatory redemption provisions as provided in the Bond Purchase Agreement.

3. Receipt by the Finance Director from the Underwriter of a disclosure statement and truth-in-bonding information complying with Section 218.385, Florida Statutes and substantially in the form attached to the Bond Purchase Agreement.

Upon satisfaction of the conditions set forth in this Section, the Mayor and City Clerk are hereby authorized to execute and deliver the Series 2024 Bonds and any other documents, agreements or certificates relating to the Series 2024 Bonds, and are further authorized and directed to prepare and furnish to the purchasers of the Series 2024 Bonds, when the Series 2024 Bonds are issued, certified copies of all the proceedings and records of the Issuer relating to the Series 2024 Bonds, and such other affidavits and certificates as may be required to show the facts relating to the legality and marketability of the Series 2024 Bonds as such facts appear from the books and records in the officers' custody and control or as otherwise known to them; and all such certified copies, certificates and affidavits, including any heretofore furnished, shall constitute representations of the Issuer as to the truth of all statements contained therein.

Section 19: Federal Income Tax Covenants. With respect to any Series 2024 Bonds for which the Issuer intends on date of issuance thereof for the interest thereon to be excluded from gross income for purposes of federal income taxation:

A. The Issuer shall not use or permit the use of any proceeds of the Series 2024 Bonds or any other funds of the Issuer, directly, or indirectly, to acquire any securities or obligations, and shall not use or permit the use of any amounts received by the Issuer with respect to the Series 2024 Bonds in any manner, and shall not take or permit to be taken any other action or actions, which would cause any such Series 2024 Bonds to be a "private activity bond" within the meaning of Section 141 or an "arbitrage bond" within the meaning of Section 148, or "federally guaranteed" within the meaning of Section 149(b), of the Internal Revenue Code of 1986, as amended (the "Code"), or otherwise cause interest on such Series 2024 Bonds to become subject to federal income taxation.

B. The Issuer shall, at all times, do and perform all acts and things permitted by law and the Resolution which are necessary or desirable in order to ensure that interest paid on such Series 2024 Bonds will be excluded from gross income for purposes of federal income taxes and shall take no action that would result in such interest not being so excluded.

C. The Issuer shall pay or cause to be paid to the United States Government any amounts required by Section 148(f) of the Code and the regulations thereunder (the "Regulations"). In order to ensure compliance with the rebate provisions of Section 148(f) of the Code with respect to any Series 2024 Bonds for which the Issuer intends on the date of issuance thereof to be excluded from gross income for purposes of federal income taxation, the Issuer hereby creates a Rebate Fund. Moneys in the Rebate Fund shall be held for future payment to the United States Government as required by the Regulations and as set forth in instructions of Bond Counsel delivered to the Issuer upon issuance of the Series 2024 Bonds.

Section 20: *Preliminary Official Statement and Official Statement.* The Finance Director, Bond Counsel to the Issuer, Disclosure Counsel to the Issuer and the Issuer's Financial Advisor are hereby authorized to prepare and to disseminate (or cause to be prepared and disseminated) a "Preliminary Official Statement" in substantially the form attached hereto as Exhibit C and are also authorized to prepare and disseminate a final Official Statement after execution of the Bond Purchase Agreement. At closing, the appropriate officers of the Issuer are authorized and directed to furnish a certificate to the effect that the Preliminary Official Statement and Official Statement did not as of their dates and do not contain any untrue statement or omission of a material fact. The Mayor or Finance Director are authorized to deem final the Preliminary Official Statement prepared pursuant to this Section for purposes of Rule 15c2-12 (the "Rule") of the Securities and Exchange Commission.

The Issuer hereby authorizes the preparation of a final Official Statement relating to the Series 2024 Bonds, which shall be in the form of the Preliminary Official Statement with such changes, alterations and corrections therein as may be approved by the officials of the Issuer executing the same, such approval to be conclusively established by such execution, and the Mayor and the Finance Director are hereby authorized and directed for and in the name of the Issuer to execute and deliver the final Official Statement, as hereby approved.

Section 21: *Continuing Disclosure.* The Issuer hereby covenants and agrees that in order to provide for compliance by the Issuer with secondary market disclosure requirements of the Rule, that it will comply with and carry out all of the provisions of the Disclosure Dissemination Agent Agreement between Digital Assurance Certification, LLC and the Issuer, in substantially the form attached hereto as Exhibit D, to be executed by the Issuer and dated the date of the issuance and delivery of the Series 2024 Bonds, as it may be amended from time to time in accordance with the terms thereof. Notwithstanding any other provisions of this Resolution, failure of the Issuer to comply with such Disclosure Dissemination Agent Agreement shall not be considered an event of default; however, any Bondholder may take action as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the

Issuer to comply with its obligations under this Section and the Disclosure Dissemination Agent Agreement. The Issuer hereby designates Digital Assurance Certification, LLC as the Disclosure Dissemination Agent.

Section 22: Appointment of Registrar and Paying Agent. Argent Institutional Trust Company, Atlanta, Georgia is hereby appointed as Registrar and Paying Agent for the Series 2024 Bonds. The Mayor and the City Clerk are hereby authorized to enter into any agreements with such Registrar and Paying Agent, which may be necessary to reflect the obligation of such Registrar and Paying Agent to accept and perform the respective duties imposed upon each and to effectuate the transactions contemplated, by this Resolution.

Section 23: Additional Debt. The Issuer will not issue any additional obligations payable from Non-Ad Valorem Revenues, nor voluntarily create or cause to be created any debt, lien, pledge, assignment, encumbrance or other charge against Non-Ad Valorem Revenues, or any part thereof, except as set forth below and with certification of the Issuer that:

(A) No additional indebtedness payable from or secured by Non-Ad Valorem Revenues shall be issued by the Issuer unless the Issuer certifies that the average of Non-Ad Valorem Revenues available for debt service for the prior two (2) Fiscal Years equals at least 150% of the maximum annual debt service on all debt payable from such Non-Ad Valorem Revenues, including the maximum annual debt service on the debt proposed to be issued. The foregoing calculation shall be determined using the average of actual receipts for the prior two (2) Fiscal Years based on the Issuer's annual audited financial statements for such Fiscal Years.

Within this Section, for the purpose of calculating annual debt service on any indebtedness which bears interest at a variable rate, such indebtedness shall be deemed to bear interest at the greater of (i) 1.25 times the most recently published Revenue Bond Index of The Bond Buyer, or (ii) 1.25 times actual average interest rate during the prior Fiscal Year of the Issuer. Annual debt service on (i) debt that constitutes Balloon Indebtedness bearing interest at a fixed interest rate or (ii) at a variable rate that constitutes Balloon Indebtedness, shall be determined assuming it is amortized over 20 years on an approximately level annual debt service basis.

"Balloon Indebtedness" shall mean debt 25% or more of the original principal amount of which matures during any one Fiscal Year.

(B) In the event any additional obligations are issued for the purpose of refunding any debt then outstanding, the conditions of this anti-dilution test shall not apply, provided that the issuance of such additional obligations shall result in a reduction of the aggregate debt service on the applicable debt obligation.

(C) No Event of Default exists.

Section 24: Events of Default; Remedies of Holders of the Series 2024 Bonds. The following shall be "Events of Default" under this Resolution:

(A) Failure by the Issuer to pay any principal of or interest on the Series 2024 Bonds as the same becomes due and payable;

(B) Failure by the Issuer to observe and perform any covenant, condition or agreement other than a failure under (a) above, on its part to be observed or performed under this Resolution, for a period of thirty (30) days after written notice of the failure has been provided by at least 25% of the Holders requesting that such failure be cured;

(C) Any warranty, representation or other statement by the Issuer or by an officer or agent of the Issuer contained in this Resolution or in any instrument furnished in compliance with or in reference to this Resolution, is false or misleading when made in any material respect;

(D) A petition is filed against the Issuer under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, and is acquiesced to by the Issuer or not dismissed within 60 days of such filing;

(E) The Issuer files a petition in voluntary bankruptcy or seeking relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any petition against it under such law; and

(F) The Issuer admits insolvency or bankruptcy or its inability to pay its debts as they become due or is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a custodian (including without limitation a receiver, liquidator or trustee) of the Issuer or any of its property is appointed by court order or takes possession thereof and such order remains in effect or such possession continues for more than 60 days.

Upon the occurrence and during the continuation of any Event of Default, the Holders of the Series 2024 Bonds may, in addition to any other remedies set forth in this Resolution or the Series 2024 Bonds, either at law or in equity, by suit, action, mandamus or other proceeding in any court of competent jurisdiction, protect and enforce any and all rights under the laws of the State, or granted or contained in this Resolution, and may enforce and compel the performance of all duties required by this Resolution, or by any applicable statutes to be performed by the Issuer.

Section 25: *Amendment.* The Issuer, from time to time and at any time and without the consent or concurrence of any Holder of any Series 2024 Bonds, may adopt a supplemental resolution amendatory hereof or supplemental hereto, if the provisions of such supplemental resolution shall not materially adversely affect the rights of the Holders of the Series 2024 Bonds then Outstanding, for any one or more of the following purposes:

(A) To make any changes or corrections in this Resolution as to which the Issuer shall have been advised by Bond Counsel that are required for the purpose of curing or correcting any ambiguity or defective or inconsistent provisions or omission or mistake or manifest error contained in this Resolution, or to insert in this Resolution such provisions clarifying matters or questions arising under this Resolution as are necessary or desirable;

(B) To add additional covenants and agreements of the Issuer for the purpose of further securing the payments of the Series 2024 Bonds;

(C) To surrender any right, power or privilege reserved to or conferred upon the Issuer by the terms of this Resolution;

(D) To confirm, as further assurance, any lien, pledge or charge or the subjection to any lien, pledge or charge, created or to be created by the provisions of this Resolution;

(E) To assure compliance with federal "arbitrage" provisions in effect from time to time;

(F) To modify any of the provisions of this Resolution in any other aspects provided that such modifications shall not be effective until after the Series 2024 Bonds Outstanding at the time such supplemental resolution is adopted shall cease to be Outstanding, or until the Holders thereof consent thereto pursuant to Section 26 hereof.

Section 26: Amendment of Resolution with Consent of Holders of Series 2024 Bonds. Except as provided in Section 25 hereof, no material modification or amendment of this Resolution shall be made without the consent in writing of the Holders of fifty-one percent (51%) or more in the principal amount of the Series 2024 Bonds so affected and then Outstanding. No modification or amendment shall permit a change in the maturity of such Series 2024 Bonds or a reduction in the rate of interest thereon or in the amount of the principal obligation thereof or reduce the percentage of the Holders of the Series 2024 Bonds required to consent to any material modification or amendment hereof without the consent of the Holder or Holders of all such obligations.

Section 27: Limitation of Rights. With the exception of any rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Resolution or the Series 2024 Bonds is intended or shall be construed to give to any Person other than the Issuer and the Holders any legal or equitable right, remedy or claim under or with respect to this Resolution or any covenants, conditions and provisions herein contained; this Resolution and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the Issuer and the Holders.

Section 28: Severability. If any provision of this Resolution shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable in any context, the same shall be stricken solely to the extent of the invalidity and shall not affect any other provision herein or

render any other provision (or such provision in any other context) invalid, inoperative or unenforceable to any extent whatever.

Section 29: *Business Days.* In any case where the due date of interest on or principal of the Series 2024 Bonds or any other action date is not a Business Day, then payment of such principal or interest need not be made or action need not be taken on such date but may be made or taken on the next succeeding Business Day.

Section 30: *Applicable Provisions of Law.* This Resolution shall be governed by and construed in accordance with the laws of the State.

Section 31: *Members of the City Commission Exempt from Personal Liability.* No recourse under or upon any obligation, covenant or agreement of this Resolution or the Series 2024 Bonds or for any claim based thereon or otherwise in respect thereof, shall be had against any member of the City Commission (the "Members"), as such, past, present or future, either directly or through the Issuer, it being expressly understood (a) that no personal liability whatsoever shall attach to, or is or shall be incurred by, the Members, as such, under or by reason of the obligations, covenants or agreements contained in this Resolution or implied therefrom, and (b) that any and all such personal liability, either at common law or in equity or by constitution or statute, of, and any and all such rights and claims against, every such Member, as such, are waived and released as a condition of, and as a consideration for, the execution of this Resolution, on the part of the Issuer.

Section 32: *Authorizations.* The Mayor, the Finance Director, the City Clerk, the City Attorney and such other officials and employees of the Issuer as may be designated by the Issuer are each designated as agents of the Issuer in connection with the issuance and delivery of the Series 2024 Bonds and are authorized and empowered, collectively or individually, to take all action and steps, to make such representations and certificates, and to execute all instruments, documents, and contracts on behalf of the Issuer that are necessary or desirable in connection with the execution and delivery of the Series 2024 Bonds, and which are specifically authorized or are not inconsistent with the terms and provisions of this Resolution.

Section 33: *Repealer.* All resolutions or parts thereof in conflict herewith are hereby repealed.

Section 34: *Captions.* The captions and headings in this Resolution are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Resolution.

Section 35: *Effective Date.* This Resolution shall become effective immediately upon its passage and adoption.

[Remainder of page intentionally left blank]

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, this _____ day of _____, 2024.

CITY OF NORTH MIAMI BEACH, FLORIDA

(SEAL)

By: _____
Mayor

ATTEST:

By: _____
City Clerk

Approved as to form and legality:

By: _____
City Attorney

EXHIBIT A

FORM OF SERIES 2024 BONDS

No. R- _____

\$ _____

**STATE OF FLORIDA
CITY OF NORTH MIAMI BEACH, FLORIDA
SPECIAL OBLIGATION BONDS, SERIES 2024
(PARKS PROJECT)**

MATURITY DATE INTEREST RATE DATED DATE CUSIP #

REGISTERED OWNER: _____

PRINCIPAL AMOUNT: _____

KNOW ALL MEN BY THESE PRESENTS, that the City of North Miami Beach, Florida (the "Issuer"), for value received, hereby promises to pay to the Registered Owner designated above, or registered assigns, as herein provided, on the Maturity Date identified above, upon the presentation and surrender hereof at the principal corporate trust office of _____, in the City of _____ (the "Paying Agent"), from the special funds hereinafter mentioned, the Principal Amount identified above in any coin or currency of the United States of America which on the date of payment thereof is legal tender for the payment of public and private debts, and to pay, solely from said sources, to the registered owner hereof by electronic means, draft or check mailed to the registered owner at his address as it appears on the registration books of the Issuer, at the Interest Rate per annum identified above, interest on said principal sum on each [____]1] and [____] 1] commencing [____] 1, 20__] from the interest payment date next preceding the date of registration and authentication of this Bond, unless this Bond is registered and authenticated as of an interest payment date, in which case it shall bear interest from said interest payment date, or unless this Bond is registered and authenticated prior to the first interest payment date, in which event such Bond shall bear interest from the Dated Date; provided, however, that if at the time of authentication interest is in default, this Bond shall bear interest from the date to which interest shall have been paid.

[Insert Optional or Mandatory Redemption Provisions]

Notice of such redemption shall be given in the manner required by the Resolution described below.

This Bond is one of an authorized issue of Bonds in the aggregate principal amount of \$_____ of like date, tenor and effect, except as to number, maturity and interest rate, issued to fund the Project under the authority of and in full compliance with the Constitution and Statutes of the State of Florida, including particularly Chapter 166, Part II, Florida Statutes, as amended, and other applicable provisions of law, and Resolution No. _____, duly adopted by the City Commission on _____, 2024 (the "Resolution"), to which reference should be made to ascertain those terms and conditions. The terms and provisions of the Resolution, including without limitation, the definitions therein, are hereby incorporated as a part of this Bond.

This Bond is payable from and secured solely by the Pledged Revenues, as defined in and in the manner provided in, and subject to the terms and conditions of, the Resolution. This Bond shall not constitute a general obligation or indebtedness of the Issuer, but shall be a limited obligation of the Issuer payable solely from the Pledged Revenues as provided in the Resolution. The Registered Owner hereof shall never have the right to compel the levy of taxes upon any property of or in the Issuer for the payment of the principal of and interest on this Bond. Reference is made to the Resolution for the provisions relating to the security for payment of this Bond and the duties and obligations of the Issuer hereunder.

The Registered Owner may sue to protect and enforce any and all rights, including the right to specific performance, existing under the laws of the State of Florida, of the United States of America, or granted and contained in the Resolution, and to enforce and compel the performance of all duties required by the Resolution or by any applicable laws to be performed by the Issuer, the City Commission or by any officer thereof, and may take all steps to enforce the Resolution to the full extent permitted or authorized by the laws of the State of Florida or the United States of America. The Issuer waives its right to trial by jury in the event of any proceedings in state or federal courts to enforce the terms of this Bond or of the Resolution, and the Registered Owner, by its acceptance of this Bond, waives its right to trial by jury in any such proceedings.

It is hereby certified and recited that all acts, conditions and things required by the Constitution and laws of the State of Florida to be performed, to exist and to happen precedent to and in the issuance of this Bond, have been performed, exist and have happened in regular and due form and time as so required.

This Bond is and has all the qualities and incidents of a negotiable instrument under Article 8 of the Uniform Commercial Code, Chapter 678, Florida Statutes.

The transfer of this Bond is registrable by the Holder hereof in person or by his attorney or legal representative at the principal corporate trust office of the Registrar but only in the manner and subject to the conditions provided in the Resolution and upon surrender and cancellation of this Bond.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Resolution until it shall have been authenticated by the execution by the Registrar of the certificate of authentication endorsed hereon.

IN WITNESS WHEREOF, City of North Miami Beach, Florida, has caused this Bond to be executed by the Mayor and attested by the City Clerk, either manually or with their facsimile signatures, and its seal or a facsimile thereof to be affixed, impressed, imprinted, lithographed or reproduced hereon, all as of the Dated Date above.

CITY OF NORTH MIAMI BEACH, FLORIDA

(SEAL)

By: _____
Mayor

ATTEST:

By: _____
City Clerk

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds issued under the provisions of the within mentioned Resolution.

Argent Institutional Trust Company,
Registrar, as Authenticating Agent

Date of Authentication:

_____, 2024

By: _____
Authorized Officer

ASSIGNMENT AND TRANSFER

For value received the undersigned hereby sells, assigns and transfers unto _____ (Please insert Social Security or other identifying number of transferee) _____ the attached Bond of the City of North Miami Beach, Florida, and does hereby constitute and appoint, _____ attorney, to transfer the said Bond on the books kept for registration thereof, with full power of substitution in the premises.

Date: _____

Signature Guaranteed by

[member firm of the New York
Stock Exchange or a commercial
bank or a trust company.]

By: _____
Title:

NOTICE: No transfer will be registered and no new Bond will be issued in the name of the Transferee, unless the signature to this assignment corresponds with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever and the Social Security or Federal Employer Identification Number of the Transferee is supplied.

[END OF BOND FORM]

EXHIBIT B

FORM OF BOND PURCHASE AGREEMENT

BOND PURCHASE AGREEMENT

**[\$[PAR AMOUNT]]
CITY OF NORTH MIAMI BEACH, FLORIDA
SPECIAL OBLIGATION BONDS, SERIES 2024
(PARKS PROJECT)**

December ___, 2024

City of North Miami Beach, Florida
17011 N.E. 19th Avenue
North Miami Beach, Florida 33162

Ladies and Gentlemen:

The undersigned, RBC Capital Markets, LLC (the “*Underwriter*”), offers to enter into the following Bond Purchase Agreement (this “*Agreement*”) with the City of North Miami Beach, Florida (the “*City*”) which, upon the City’s written acceptance of this offer, will be binding upon the City and upon the Underwriter. This offer is made subject to the City’s written acceptance hereof on or before 11:00 p.m., Eastern Time, on December ___, 2024, and, if not so accepted, will be subject to withdrawal by the Underwriter upon notice delivered to the City at any time prior to the acceptance hereof by the City. Capitalized terms not otherwise defined in this Agreement shall have the same meanings set forth in the Bond Resolution (as defined herein) or in the Official Statement (as defined herein).

1. *Purchase and Sale of the Series 2024 Bonds.* Subject to the terms and conditions and in reliance upon the representations, warranties and agreements set forth herein, the Underwriter hereby agrees to purchase from the City, and the City hereby agrees to sell and deliver to the Underwriter, all, but not less than all, of the City of North Miami Beach, Florida Special Obligation Bonds, Series 2024 (Parks Project) (the “*Series 2024 Bonds*”). Inasmuch as this purchase and sale represents a negotiated transaction, the City acknowledges and agrees that: (i) the transaction contemplated by this Agreement is an arm’s length, commercial transaction between the City and the Underwriter in which the Underwriter is acting solely as a principal and are not acting as a municipal advisor, financial advisor or fiduciary to the City; (ii) the Underwriter has not assumed any advisory or fiduciary responsibility to the City with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the City on other matters); (iii) the Underwriter is acting solely in its capacity as underwriter for its own account; (iv) the only obligations the Underwriter has to the City with respect to the transaction contemplated hereby are expressly set forth in this Agreement; and (v) the City has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate.

The principal amount of the Series 2024 Bonds to be issued, the dated date therefor, the maturities, sinking fund and optional redemption provisions and interest rates per annum are set forth in Schedule I hereto. The Series 2024 Bonds shall be as described in, and shall be issued and

secured under and pursuant to the provisions of Resolution No. 2024-[] adopted by the City Commission of the City on November 19, 2024 (the “*Bond Resolution*”).

The purchase price for the Series 2024 Bonds shall be \$[] (representing the \$[PAR AMOUNT] aggregate par amount of the Series 2024 Bonds, less an underwriting discount of \$[] [plus][less][net] an original issue [premium][discount] of \$[]).

In conformance with Section 218.385, Florida Statutes, as amended, the Underwriter hereby delivers the Disclosure and Truth-in-Bonding Statement attached hereto as Schedule II. In conformance with Section 787.06(13), Florida Statutes, as amended, the Underwriter hereby delivers the Anti-Human Trafficking Affidavit attached hereto as Schedule III.

Delivered to the City herewith is a good faith deposit in the amount of \$[] (representing 1.00% of the preliminary par amount of the Series 2024 Bonds set forth on the cover page of the Preliminary Official Statement) in immediately available funds by wire transfer (the “Good Faith Deposit”). The Good Faith Deposit will be deposited by the City and any investment earnings on the Good Faith Deposit through the date of Closing may be retained by the City. In the event that the City does not accept this offer, such Good Faith Deposit will be immediately returned to the Underwriter, by wire transfer. Should the City fail to deliver the Series 2024 Bonds at the Closing, or should the City be unable to satisfy the conditions of the obligations of the Underwriter to purchase, accept delivery of and pay for the Series 2024 Bonds, as set forth in this Agreement (unless waived by the Underwriter), or should such obligations of the Underwriter be terminated for any reason permitted by this Agreement, such Good Faith Deposit shall immediately be returned to the Underwriter, by wire transfer. If the offer made hereby is accepted, the City agrees to hold the Good Faith Deposit until the Closing as security for the performance by the Underwriter of its obligation to accept and pay for the Series 2024 Bonds at the Closing, and, in the event of its compliance with such obligation, such Good Faith Deposit shall be credited against the purchase price for the Series 2024 Bonds and the Underwriter shall pay the City the entire purchase price of the Series 2024 Bonds. In the event that the Underwriter fails (other than for a reason permitted hereunder) to purchase, accept delivery of and pay for the Series 2024 Bonds at the Closing as herein provided, such Good Faith Deposit shall be retained by the City as and for fully liquidated damages for such failure of the Underwriter, and, except as set forth in Section 9 hereof, no party shall have any further rights against the other hereunder. The Underwriter and the City understand that in such event the City’s actual damages may be greater or may be less than such amount. Accordingly, the Underwriter hereby waives any right to claim that the City’s actual damages are less than such amount, and the City’s acceptance of this offer shall constitute a waiver of any right the City may have to additional damages from the Underwriter.

2. *Public Offering.* The Underwriter agrees to make a bona fide public offering of all of the Series 2024 Bonds at the prices not to exceed the public offering prices set forth on the cover or inside cover of the Official Statement and may subsequently change such offering prices without any requirement of prior notice. The Underwriter may offer and sell the Series 2024 Bonds to certain dealers (including dealers depositing the Series 2024 Bonds into investment trusts) and others at prices lower than the public offering prices stated on the cover or inside cover of the Official Statement.

3. *Establishment of Issue Price.*

- (a) The Underwriter agrees to assist the City in establishing the issue price of the Series 2024 Bonds and shall execute and deliver to the City at Closing an “issue price” or similar certificate, together with the supporting pricing wires or equivalent communications, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the City and Bond Counsel (as defined herein), to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Series 2024 Bonds. As applicable, all actions to be taken by the City under this section to establish the issue price of the Series 2024 Bonds may be taken on behalf of the City by the City’s municipal advisor and any notice or report to be provided to the City may be provided to the City’s municipal advisor.
- (b) [Except as otherwise set forth in Schedule I to Exhibit A attached hereto,] the City will treat the first price at which 10% of each maturity of the Series 2024 Bonds (the “10% test”) is sold to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% test). At or promptly after the execution of this Agreement, the Underwriter shall report to the City the price or prices at which the Underwriter has sold to the public each maturity of Bonds. [If at that time the 10% test has not been satisfied as to any maturity of the Series 2024 Bonds, the Underwriter agrees to promptly report to the City the prices at which Bonds of that maturity have been sold by the Underwriter to the public. That reporting obligation shall continue, whether or not the date of Closing (as defined herein) has occurred, until the 10% test has been satisfied as to the Series 2024 Bonds of that maturity or until all Series 2024 Bonds of that maturity have been sold to the public.]
- (c) [The Underwriter confirms that it has offered the Series 2024 Bonds to the public on or before the date of this Agreement at the offering price or prices (the “initial offering price”), or at the corresponding yield or yields, set forth in Schedule I to Exhibit A attached hereto, except as otherwise set forth therein. Schedule I to Exhibit A also sets forth, as of the date of this Agreement, the maturities, if any, of the Series 2024 Bonds for which the 10% test has not been satisfied and for which the City and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the City to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the “hold-the-offering-price rule”). So long as the hold-the-offering-price rule remains applicable to any maturity of the Series 2024 Bonds, the Underwriter will neither offer nor sell unsold Series 2024 Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:
 - (i) the close of the fifth (5th) business day after the sale date; or

- (ii) the date on which the Underwriter has sold at least 10% of that maturity of the Series 2024 Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter shall promptly advise the City when it has sold 10% of that maturity of the Series 2024 Bonds to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date.]

- (d) The Underwriter confirms that any selling group agreement relating to the initial sale of the Series 2024 Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group to (A) report the prices at which it sells to the public the unsold Series 2024 Bonds of each maturity allotted to it until it is notified by the Underwriter that either the 10% test has been satisfied as to the Series 2024 Bonds of that maturity or all Series 2024 Bonds of that maturity have been sold to the public and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Underwriter. The City acknowledges that, in making the representation set forth in this subsection, the Underwriter will rely on in the event a selling group has been created in connection with the initial sale of the Series 2024 Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, if applicable, as set forth in a selling group agreement and the related pricing wires. The City further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement, to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the Series 2024 Bonds.
- (e) The Underwriter acknowledges that sales of any Series 2024 Bonds to any person that is a related party to the Underwriter shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:
 - (i) “public” means any person other than an underwriter or a related party,
 - (ii) “underwriter” means (A) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Series 2024 Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Series 2024 Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Series 2024 Bonds to the public),
 - (iii) a purchaser of any of the Series 2024 Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including

direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) “sale date” means the date of execution of this Agreement by all parties.

4. *The Official Statement.*

- (a) Attached hereto as Exhibit B is either a draft of the final Official Statement or a copy of the Preliminary Official Statement dated [____], 2024 (the “*Preliminary Official Statement*”), including the cover page and Appendices thereto, of the City relating to the Series 2024 Bonds. Such draft of the final Official Statement or copy of the Preliminary Official Statement, as amended to reflect the changes marked or otherwise indicated in Exhibit B hereto, is hereinafter called the “*Official Statement*.”
- (b) The Preliminary Official Statement has been prepared by the City for use by the Underwriter in connection with the public offering, sale and distribution of the Series 2024 Bonds. The City hereby represents and warrants that the Preliminary Official Statement was deemed final by the City as of its date, except for the omission of such information which is dependent upon the final pricing of the Series 2024 Bonds for completion, all as permitted to be excluded by Section (b)(1) of Rule 15c2-12 under the Securities Exchange Act of 1934 (the “Rule”).
- (c) The City represents that the governing body of the City has reviewed and approved the information in the Official Statement and hereby authorizes the Official Statement to be used by the Underwriter in connection with the public offering and the sale of the Series 2024 Bonds. The City shall provide, or cause to be provided, to the Underwriter as soon as practicable after the date of the City’s acceptance of this Agreement (but, in any event, not later than seven business days after the City’s acceptance of this Agreement and in sufficient time to accompany any confirmation that requests payment from any customer) copies of the Official Statement which is complete as of the date of its delivery to the Underwriter in such quantity as the Underwriter shall request in order for the Underwriter to comply with Section (b)(4) of the Rule and the rules of the Municipal Securities Rulemaking Board (the “MSRB”). The City hereby confirms that it does not object to the distribution of the Official Statement in electronic form.
- (d) If, after the date of this Agreement to and including the date the Underwriter is no longer required to provide an Official Statement to potential customers who request the same pursuant to the Rule (the earlier of (i) 90 days from the “end of the underwriting period” (as defined in the Rule) and (ii) the time when the Official

Statement is available to any person from the MSRB, but in no case less than 25 days after the “end of the underwriting period” for the Series 2024 Bonds), the City becomes aware of any fact or event which might or would cause the Official Statement, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading, or if it is necessary to amend or supplement the Official Statement to comply with law, the City will notify the Underwriter (and for the purposes of this clause provide the Underwriter with such information as it may from time to time request), and if, in the opinion of the Underwriter, such fact or event requires preparation and publication of a supplement or amendment to the Official Statement, the City will forthwith prepare and furnish, at the City’s own expense (in a form and manner approved by the Underwriter), a reasonable number of copies of either amendments or supplements to the Official Statement so that the statements in the Official Statement, as so amended and supplemented will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading or so that the Official Statement will comply with law. If such notification shall be subsequent to the Closing, the City shall furnish such legal opinions, certificates, instruments and other documents as the Underwriter may deem necessary to evidence the truth and accuracy of such supplement or amendment to the Official Statement.

- (e) The Underwriter hereby agrees to file the Official Statement with the MSRB. Unless otherwise notified in writing by the Underwriter, the City can assume that the “end of the underwriting period” for purposes of the Rule is the date of the Closing.

5. *Representations, Warranties, and Covenants of the City.* The City hereby represents and warrants to and covenants with the Underwriter that:

- (a) The City is a municipal corporation of the State of Florida (the “*State*”) duly created, organized and existing under the Constitution of the State and applicable laws of the State including, in particular Chapter 166, Part II, Florida Statutes, as amended, the City’s Charter and other applicable provisions of law (the “*Act*”), and has full legal right, power and authority under the Act, and at the date of the Closing will have full legal right, power and authority under the Act and the Bond Resolution (i) to adopt the Bond Resolution, and to enter into, execute and deliver this Agreement, the Registrar and Paying Agent Agreement (the “*Paying Agent Agreement*”) to be executed by and between the City and Argent Institutional Trust Company, as the registrar and paying agent (the “*Bank*”) and the Continuing Disclosure Certificate to be executed by the City (the “*Undertaking*”), as referred to in Section 7(h)(3) hereof and all documents required hereunder and thereunder to be executed and delivered by the City (this Agreement, the Bond Resolution, the Paying Agent Agreement, the Undertaking and the other documents referred to in this clause are hereinafter referred to as the “*City Documents*”), (ii) to sell, issue and deliver the Series 2024 Bonds to the Underwriter as provided herein, and (iii) to carry out and consummate the transactions contemplated by the City Documents

and the Official Statement and (iv) to finance the Project (as defined in the Official Statement), and the City has complied, and will at the Closing be in compliance in all respects, with the terms of the Act and the City Documents as they pertain to such transactions;

- (b) By all necessary official action of the City prior to or concurrently with the acceptance hereof, the City has duly authorized all necessary action to be taken by it for (i) the adoption of the Bond Resolution and the issuance and sale of the Series 2024 Bonds, (ii) the approval, execution and delivery of, and the performance by the City of the obligations on its part, contained in the Series 2024 Bonds and the City Documents and (iii) the consummation by it of all other transactions contemplated by the Official Statement, and the City Documents and any and all such other agreements and documents as may be required to be executed, delivered and/or received by the City in order to carry out, give effect to, and consummate the transactions contemplated herein and in the Official Statement;
- (c) The City Documents constitute legal, valid and binding obligations of the City, enforceable in accordance with their respective terms, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws and principles of equity relating to or affecting the enforcement of creditors' rights; the Series 2024 Bonds, when issued, delivered and paid for, in accordance with the Bond Resolution and this Agreement, will constitute legal, valid and binding obligations of the City entitled to the benefits of the Bond Resolution and enforceable in accordance with their terms, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws and principles of equity relating to or affecting the enforcement of creditors' rights; upon the issuance, authentication and delivery of the Series 2024 Bonds as aforesaid, the Bond Resolution will provide, for the benefit of the holders, from time to time, of the Series 2024 Bonds, the legally valid and binding pledge of and lien it purports to create as set forth in the Bond Resolution;
- (d) The City is not in breach of or default in any material respect under any applicable constitutional provision, law or administrative regulation of the State or the United States or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the City is a party or to which the City is or any of its property or assets are otherwise subject, and no event has occurred and is continuing which constitutes or with the passage of time or the giving of notice, or both, would constitute a default or event of default by the City under any of the foregoing; and the execution and delivery of the Series 2024 Bonds, the City Documents and the adoption of the Bond Resolution and compliance with the provisions on the City's part contained therein, will not conflict with or constitute a breach of or default under any constitutional provision, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the City is a party or to which the City is or to which any of its property or assets are otherwise subject nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any

nature whatsoever upon any of the property or assets of the City to be pledged to secure the Series 2024 Bonds or under the terms of any such law, regulation or instrument, except as provided by the Series 2024 Bonds and the Bond Resolution;

- (e) All authorizations, approvals, licenses, permits, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction of the matter which are required for the due authorization of, which would constitute a condition precedent to, or the absence of which would materially adversely affect the due performance by the City of its obligations under the City Documents and the Series 2024 Bonds have been duly obtained, except for such approvals, consents and orders as may be required under the Blue Sky or securities laws of any jurisdiction in connection with the offering and sale of the Series 2024 Bonds;
- (f) The Series 2024 Bonds conform to the descriptions thereof contained in the Preliminary Official Statement and the Official Statement under the captions “INTRODUCTION,” “DESCRIPTION OF THE BONDS,” and “SECURITY FOR THE BONDS;” the Bond Resolution conforms to the description thereof contained in the Official Statement under the caption “SECURITY FOR THE BONDS and in “APPENDIX C – FORM OF RESOLUTION”]; the proceeds of the sale of the Series 2024 Bonds will be applied generally as described in the Official Statement under the caption “ESTIMATED SOURCES AND USES OF FUNDS” and the Undertaking conforms to the description thereof contained in the Official Statement under the caption “CONTINUING DISCLOSURE”.
- (g) There is no legislation, action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending or, to the best knowledge of the City after due inquiry, threatened against the City, affecting the existence of the City or the titles of its officers to their respective offices, or affecting or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Series 2024 Bonds or the pledge of the Pledged Revenues (as defined in the Bond Resolution) pursuant to the Bond Resolution or in any way contesting or affecting the validity or enforceability of the Series 2024 Bonds, the City Documents, or contesting the exclusion from gross income of interest on the Series 2024 Bonds for federal income tax purposes, or contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto, or contesting the powers of the City or any authority for the issuance of the Series 2024 Bonds, the adoption of the Bond Resolution or the execution and delivery of the City Documents, nor, to the best knowledge of the City, is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the Series 2024 Bonds or the City Documents;
- (h) As of the date thereof, the Preliminary Official Statement did not contain any untrue statement of a material fact or omit to state a material fact required to be stated

therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

- (i) At the time of the City's acceptance hereof and (unless the Official Statement is amended or supplemented pursuant to Section 4 of this Agreement) at all times subsequent thereto during the period up to and including the date of Closing, the Official Statement does not and will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;
- (j) If the Official Statement is supplemented or amended pursuant to Section 4 of this Agreement, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such paragraph) at all times subsequent thereto during the period up to and including the date of Closing, the Official Statement as so supplemented or amended will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which made, not misleading;
- (k) The City will apply, or cause to be applied, the proceeds from the sale of the Series 2024 Bonds as provided in and subject to all of the terms and provisions of the Bond Resolution and will not take or omit to take any action which action or omission will adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Series 2024 Bonds;
- (l) The City will furnish such information and execute such instruments and take such action in cooperation with the Underwriter as the Underwriter may reasonably request (A) to (y) qualify the Series 2024 Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions in the United States as the Underwriter may designate and (z) determine the eligibility of the Series 2024 Bonds for investment under the laws of such states and other jurisdictions and (B) to continue such qualifications in effect so long as required for the distribution of the Series 2024 Bonds (provided, however, that the City will not be required to qualify as a foreign corporation or to file any general or special consents to service of process under the laws of any jurisdiction) and will advise the Underwriter immediately of receipt by the City of any notification with respect to the suspension of the qualification of the Series 2024 Bonds for sale in any jurisdiction or the initiation or threat of any proceeding for that purpose;
- (m) Except as disclosed in the Official Statement, within the last five (5) years, the City has not failed to comply in all material respects with any continuing disclosure undertaking made by it pursuant to the Rule in connection with outstanding bond issues for which the City has agreed to undertake continuing disclosure obligations.
- (n) The financial statements of, and other financial information regarding the City, in the Preliminary Official Statement and the Official Statement fairly present the

financial position and results of the City as of the dates and for the periods therein set forth. Prior to the Closing, there will be no adverse change of a material nature in such financial position, results of operations or condition, financial or otherwise, of the City that was not disclosed in the Preliminary Official Statement and the Official Statement. The City is not a party to any litigation or other proceeding pending or, to its knowledge, threatened which, if decided adversely to the City, would have a materially adverse effect on the financial condition of the City; other than as disclosed in the Preliminary Official Statement and the Official Statement;

- (o) Prior to the Closing, the City will not offer or issue any bonds, notes or other obligations for borrowed money or incur any material liabilities, direct or contingent, payable from or secured by the Pledged Revenues without the prior approval of the Underwriter; and
- (p) Any certificate, signed by any official of the City authorized to do so in connection with the transactions contemplated by this Agreement, shall be deemed a representation and warranty by the City to the Underwriter as to the statements made therein.

6. *Closing.*

- (a) At 10:00 a.m. Eastern Time, on December __, 2024, or at such other time and date as shall have been mutually agreed upon by the City and the Underwriter (the “*Closing*”), the City will, subject to the terms and conditions hereof, deliver the Series 2024 Bonds to the Underwriter duly executed and authenticated as instructed in Section 6(b) hereof, together with the other documents hereinafter mentioned, and the Underwriter will, subject to the terms and conditions hereof, accept such delivery and pay the purchase price of the Series 2024 Bonds as set forth in Section 1 of this Agreement by wire transfer payable in immediately available funds to the order of the City.
- (b) Delivery of the Series 2024 Bonds shall be made to The Depository Trust Company, New York, New York (“*DTC*”). The Series 2024 Bonds shall be delivered in definitive fully registered form, bearing CUSIP numbers without coupons, with one Bond for each maturity of the Series 2024 Bonds, registered in the name of Cede & Co., all as provided in the Bond Resolution.

7. *Closing Conditions.* The Underwriter has entered into this Agreement in reliance upon the representations, warranties and agreements of the City contained herein, and in reliance upon the representations, warranties and agreements to be contained in the documents and instruments to be delivered at the Closing and upon the performance by the City of its obligations hereunder, both as of the date hereof and as of the date of the Closing. Accordingly, the Underwriter’s obligations under this Agreement to purchase, to accept delivery of and to pay for the Series 2024 Bonds shall be conditioned upon the performance by the City of its obligations to be performed hereunder and under such documents and instruments at or prior to the Closing, and shall also be subject to the following additional conditions, including the delivery by the City of such documents as are enumerated herein, in form and substance reasonably satisfactory to the Underwriter:

- (a) The representations and warranties of the City contained herein shall be true, complete and correct on the date hereof and on and as of the date of the Closing, as if made on the date of the Closing;
- (b) The City shall have performed and complied with all agreements and conditions required by this Agreement to be performed or complied with by it prior to or at the Closing;
- (c) At the time of the Closing, (i) the City Documents and the Series 2024 Bonds shall be in full force and effect in the form heretofore approved by the Underwriter and shall not have been amended, modified or supplemented, and the Official Statement shall not have been supplemented or amended, except in any such case as may have been agreed to by the Underwriter; and (ii) all actions of the City required to be taken by the City shall be performed in order for Bond Counsel and other counsel to deliver their respective opinions referred to hereafter;
- (d) At or prior to the Closing, the Bond Resolution shall have been duly adopted and delivered by the City and the City shall have duly executed and delivered to the Registrar, and the Registrar shall have duly authenticated, the Series 2024 Bonds;
- (e) At the time of the Closing, there shall not have occurred any change or any development involving a prospective change in the condition, financial or otherwise, or in the revenues or operations of the City, from that set forth in the Official Statement that in the judgment of the Underwriter, is material and adverse and that makes it, in the judgment of the Underwriter, impracticable to market the Series 2024 Bonds on the terms and in the manner contemplated in the Official Statement;
- (f) The City shall not have failed to pay principal or interest when due on any of its outstanding obligations for borrowed money;
- (g) All steps to be taken and all instruments and other documents to be executed, and all other legal matters in connection with the transactions contemplated by this Agreement shall be reasonably satisfactory in legal form and effect to the Underwriter;
- (h) At or prior to the Closing, the Underwriter shall have received copies of each of the following documents:
 - (1) The Official Statement, and each supplement or amendment thereto, if any, executed on behalf of the City by its Mayor and Finance Director, or such other official as may have been authorized by the Bond Resolution and the reports and audits referred to or appearing in the Official Statement;
 - (2) Certified copy of the Bond Resolution, with such supplements or amendments as may have been agreed to by the Underwriter;

(3) The executed Undertaking of the City which satisfies the requirements of section (b)(5)(i) of the Rule;

(4) The final approving opinion of Bryant Miller Olive P.A. (“*Bond Counsel*”), with respect to the Series 2024 Bonds, dated the date of Closing, in substantially the form attached to the Official Statement as Appendix D;

(5) A reliance letter of Bond Counsel, addressed to the Underwriter and dated the date of Closing, to the effect that their final approving opinion referred to in Section 7(h)(4) hereof may be relied upon by the Underwriter to the same extent as if such opinion were addressed to the Underwriter;

(6) A supplemental opinion of Bond Counsel addressed to the Underwriter, substantially to the effect that:

(i) the Series 2024 Bonds are exempted securities under the Securities Act of 1933, as amended (the “*1933 Act*”), and the Trust Indenture Act of 1939, as amended (the “*Trust Indenture Act*”) and it is not necessary, in connection with the offering and sale of the Series 2024 Bonds, to register the Series 2024 Bonds under the 1933 Act or to qualify the Bond Resolution under the Trust Indenture Act;

(ii) the statements contained in the Preliminary Official Statement and in the Official Statement on the cover page and in the sections entitled, “INTRODUCTION,” “DESCRIPTION OF THE BONDS” (except for the information contained in the section captioned thereunder “Book-Entry Only System” as to which no opinion is expressed) and “SECURITY FOR THE BONDS” are accurate and insofar as such statements purport to summarize certain provisions of the Bond Resolution and the Series 2024 Bonds, such statements are accurate summaries of the provisions purported to be summarized, and the information contained in the Official Statement under the section captioned “TAX MATTERS” is accurate;

(7) An opinion of Bryant Miller Olive P.A., as Disclosure Counsel, dated the date of Closing and addressed to the City, together with a reliance letter thereon addressed to the Underwriter, to the effect that, based upon the information made available to them in the course of their participation in the preparation of the Preliminary Official Statement and the Official Statement no facts have come to the attention of the attorneys rendering legal services in connection with the preparation of the Preliminary Official Statement and Official Statement that cause them to believe that the Preliminary Official Statement (other than permitted omissions) as of its date or the Official Statement as of its date and as of the date of Closing, contains any untrue statement of a material fact or omits to state any material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading; provided, however, they do not assume responsibility for the accuracy, completeness, or fairness of the

statements contained in the Preliminary Official Statement or the Official Statement (including any appendices, schedules, and exhibits thereto), nor do they express any belief with respect to any demographic, financial, statistical and operating data, and forecasts, projections, numbers, estimates, assumptions, and expressions of opinion, and information concerning DTC and the book-entry system for the Series 2024 Bonds contained or incorporated by reference in the Preliminary Official Statement or the Official Statement (including any appendices, schedules, and exhibits thereto), which are expressly excluded from the scope of their opinion;

(8) An opinion, dated the date of the Closing and addressed to the Underwriter, of counsel for the Underwriter, to the effect that:

(i) the Series 2024 Bonds are exempt securities under the 1933 Act and the Trust Indenture Act; and

(ii) the Undertaking complies in all material respects with the applicable requirements of the Rule; provided, however, that no view is expressed regarding the items comprising annual financial information and operating data for purposes of Section 3 of the Undertaking;

(9) An opinion of the City Attorney, addressed to the City, Bond Counsel, Disclosure Counsel and the Underwriter and dated the date of Closing, to the effect that:

(i) (a) The City is a municipal corporation of the State of Florida (the “*State*”) duly created, organized and existing under the Constitution of the State and applicable laws of the State including, in particular Chapter 166, Part II, Florida Statutes, as amended, the City’s Charter and other applicable provisions of law (the “*Act*”), and has full legal right, power and authority under the Act, and at the date of the Closing will have full legal right, power and authority under the Act and the Bond Resolution (A) to enter into, execute and deliver the City Documents and all documents required hereunder and thereunder to be executed and delivered by the City, (B) to sell, issue and deliver the Series 2024 Bonds to the Underwriter as provided herein, and (C) to carry out and consummate the transactions contemplated by the City Documents, and the Official Statement and (iv) to finance the Project (as defined in the Official Statement), and the City has complied, and will at the Closing be in compliance in all material respects, with the terms of the Act and the City Documents as they pertain to such transactions;

(ii) By all necessary official action of the City prior to or concurrently with the acceptance hereof, the City has duly authorized all necessary action to be taken by it for (A) the adoption of the Bond Resolution and the issuance and sale of the Series 2024 Bonds, (B) the approval, execution and delivery of, and the performance by the City of the obligations on its part, contained in the Series 2024 Bonds and the City

Documents, and (C) the consummation by it of all other transactions contemplated by the Official Statement, the City Documents and any and all such other agreements and documents as may be required to be executed, delivered and/or received by the City in order to carry out, give effect to, and consummate the transactions contemplated herein and in the Official Statement;

(iii) The Bond Resolution was duly and validly adopted by the City and is in full force and effect; and all actions required of the City to make the Series 2024 Bonds valid and enforceable obligations of the City, and to pledge the Pledged Revenues as security therefor, have been undertaken by the City in compliance with all applicable procedural requirements of the City and in compliance with the Constitution and laws of the State, including the Act;

(iv) The City Documents have been duly authorized, executed and delivered by the City, and constitute legal, valid and binding obligations of the City enforceable against the City in accordance with their respective terms, except to the extent limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws and equitable principles of general application relating to or affecting the enforcement of creditors' rights; and the Series 2024 Bonds, when issued, delivered and paid for, in accordance with the Bond Resolution and this Agreement, will constitute legal, valid and binding obligations of the City entitled to the benefits of the Bond Resolution and enforceable in accordance with their terms, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws and principles of equity relating to or affecting the enforcement of creditors' rights; upon the issuance, authentication and delivery of the Series 2024 Bonds as aforesaid, the Bond Resolution will provide, for the benefit of the holders, from time to time, of the Series 2024 Bonds, the legally valid and binding pledge of and lien it purports to create as set forth in the Bond Resolution;

(v) The distribution of the Preliminary Official Statement and the Official Statement has been duly authorized by the City;

(vi) All authorizations, approvals, licenses, permits, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction of the matter which are required for the due authorization of, which would constitute a condition precedent to, or the absence of which would materially adversely affect the due performance by the City of its obligations under the City Documents and the Series 2024 Bonds have been obtained;

(vii) There is no legislation, action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending or, to our knowledge after due

inquiry threatened against the City, affecting the corporate existence of the City or the titles of its officers to their respective offices, or affecting or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Series 2024 Bonds or the pledge of the Pledged Revenues (as defined in the Bond Resolution) pursuant to the Bond Resolution or in any way contesting or affecting the validity or enforceability of the Series 2024 Bonds, the City Documents, or contesting the exclusion from gross income of interest on the Series 2024 Bonds for federal income tax purposes, or contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto, or contesting the authority of the City for the issuance of the Series 2024 Bonds, the adoption of the Bond Resolution or the execution and delivery of the City Documents, nor, to our knowledge, is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the Series 2024 Bonds, the Bond Resolution or the City Documents;

(viii) To our knowledge, the execution and delivery of the City Documents and compliance by the City with the provisions hereof and thereof, under the circumstances contemplated herein and therein, will not conflict with or constitute on the part of the City a material breach of or a default under any agreement or instrument to which the City is a party, or violate any existing law, administrative regulation, court order, or consent decree to which the City is subject; and

(ix) Except as described in the Preliminary Official Statement and the Official Statement, no litigation is pending or, counsel's knowledge after due inquiry, threatened against the City in any court in any way affecting the titles of the officials of the City to their respective positions, or seeking to restrain or to enjoin the issuance, sale or delivery of the Series 2024 Bonds, or the collection of the Pledged Revenues to pay the principal of and interest on the Series 2024 Bonds, or in any way contesting or affecting the validity or enforceability of the Bond Resolution or the other City Documents, or contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement;

(x) Based on the examination which such counsel has caused to be made, such counsel has no reason to believe that the Preliminary Official Statement (other than permitted omissions) as of its date and the Official Statement as of its date and as of the date of Closing, contains any untrue statement of a material fact or omits to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading (excluding therefrom any information in the Preliminary Official Statement and the Official Statement relating to DTC, the operation of the book-entry system or any other financial or statistical data or projections or estimates included therein or in the appendices thereto, and in the sections entitled "DESCRIPTION OF THE SERIES

2024 BONDS – Book-Entry Only System” and “UNDERWRITING,” as to which no opinion need be expressed)

(10) A certificate, dated the date of Closing, of the City to the effect that (i) the representations and warranties of the City contained herein are true and correct in all material respects on and as of the date of Closing as if made on the date of Closing; (ii) no litigation or proceeding against it is pending or, to its knowledge, threatened in any court or administrative body nor is there a basis for litigation which would (a) contest the right of the members or officials of the City to hold and exercise their respective positions, (b) contest the due organization and valid existence of the City, (c) contest the validity, due authorization and execution of the Series 2024 Bonds, the Bond Resolution or the City Documents or (d) attempt to limit, enjoin or otherwise restrict or prevent the City from functioning and collecting revenues, including payments on the Series 2024 Bonds, pursuant to the Bond Resolution, and other income or the anticipated receipt of Non-Ad Valorem Revenues; (iii) the Bond Resolutions of the City authorizing the execution, delivery and/or performance of the Official Statement, the Series 2024 Bonds and City Documents have been duly adopted by the City, are in full force and effect and have not been modified, amended or repealed, and (iv) to the best of its knowledge, no event affecting the City has occurred since the date of the Official Statement which should be disclosed in the Official Statement for the purpose for which it is to be used or which it is necessary to disclose therein in order to make the statements and information therein, in light of the circumstances under which made, not misleading in any material respect as of the time of Closing, and the information contained in the Official Statement is correct in all material respects and, as of the date of the Official Statement did not, and as of the date of the Closing does not, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading;

(11) A Tax Certificate of the City in form and substance satisfactory to Bond Counsel and counsel to the Underwriter (a) setting forth the facts, estimates and circumstances in existence on the date of the Closing, which establish that it is not expected that the proceeds of the Series 2024 Bonds will be used in a manner that would cause the Series 2024 Bonds to be “arbitrage bonds” within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the “Code”), and any applicable regulations (whether final, temporary or proposed), issued pursuant to the Code, and (b) certifying that to the best of the knowledge and belief of the City there are no other facts, estimates or circumstances that would materially change the conclusions, representations and expectations contained in such certificate;

(12) Any other certificates and opinions required by the Bond Resolution for the issuance thereunder of the Series 2024 Bonds;

(13) Evidence satisfactory to the Underwriter that the Series 2024 Bonds have been rated “[]” by [Fitch Ratings, Inc.] and “[]” by [S&P Global

Ratings, a division of Standard & Poor's Financial Services LLC] and that all such ratings are in effect as of the date of Closing; and

(14) A certificate of an authorized representative of the Bank, as Registrar and Paying Agent to the effect that (i) the Bank is a [Florida] banking corporation duly organized, validly existing and in good standing under the law of the United States of America and is duly authorized to exercise trust powers in the State of Florida, (ii) the Bank has all requisite authority, power, licenses, permits and franchises, and has full corporate power and legal authority to execute and perform its functions under the Bond Resolution and the Paying Agent Agreement, (iii) the performance by the Bank of its functions under the Bond Resolution and the Paying Agent Agreement will not result in any violation of the Articles of Incorporation or Bylaws of the Bank, any court order to which the Bank is subject or any agreement, indenture or other obligation or instrument to which the Bank is a party or by which the Bank is bound, and no approval or other action by any governmental authority or agency having supervisory authority over the Bank is required to be obtained by the Bank in order to perform its functions under the Bond Resolution and the Paying Agent Agreement, (iv) the Paying Agent Agreement constitutes a valid and binding obligation of the Bank in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally and subject, as to enforceability, to general principles of equity and (v) to the best of such authorized representative's knowledge, there is no action, suit, proceeding or investigation at law or in equity before any court, public board or body pending or, to his or her knowledge, threatened against or affecting the Bank wherein an unfavorable decision, ruling or finding on an issue raised by any party thereto is likely to materially and adversely affect the ability of the Bank to perform its obligations under the Bond Resolution and the Paying Agent Agreement;

(15) A copy of the signed Blanket Letter of Representations from the City to DTC;

(16) A copy of the Blue Sky Survey with respect to the Series 2024 Bonds; and

(17) Such additional legal opinions, certificates, instruments and other documents as the Underwriter or counsel to the Underwriter may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the date of the Closing, of the City's representations and warranties contained herein and of the statements and information contained in the Official Statement and the due performance or satisfaction by the City on or prior to the date of the Closing of all the respective agreements then to be performed and conditions then to be satisfied by the City.

All of the opinions, letters, certificates, instruments and other documents mentioned above or elsewhere in this Agreement shall be deemed to be in compliance with the provisions

hereof if, but only if, they are in form and substance satisfactory to the Underwriter and counsel to the Underwriter.

If the City shall be unable to satisfy the conditions to the obligations of the Underwriter to purchase, to accept delivery of and to pay for the Series 2024 Bonds contained in this Agreement, or if the obligations of the Underwriter to purchase, to accept delivery of and to pay for the Series 2024 Bonds shall be terminated for any reason permitted by this Agreement, this Agreement shall terminate and neither the Underwriter nor the City shall be under any further obligation hereunder, except that the respective obligations of the City and the Underwriter set forth in Section 9 hereof shall continue in full force and effect.

8. *Termination.* The Underwriter shall have the right to cancel its obligation to purchase the Series 2024 Bonds if, between the date of this Agreement and the Closing, the market price or marketability of the Series 2024 Bonds shall be materially adversely affected, in the sole judgment of the Underwriter, by the occurrence of any of the following:

- (a) legislation shall be enacted by or introduced in the Congress of the United States or recommended to the Congress for passage by the President of the United States, or the Treasury Department of the United States or the Internal Revenue Service or any member of the Congress or favorably reported for passage to either House of the Congress by any committee of such House to which such legislation has been referred for consideration, a decision by a court of the United States or the United States Tax Court shall be rendered, or an order, ruling, regulation (final, temporary or proposed), press release, statement or other form of notice by or on behalf of the Treasury Department of the United States, the Internal Revenue Service or other governmental agency shall be made or proposed, the effect of any or all of which would be to impose, directly or indirectly, federal income taxation upon interest received on the Series 2024 Bonds or obligations of the general character of the Series 2024 Bonds or other action or events shall have transpired which may have the purpose or effect, directly or indirectly, of changing the federal income tax consequences of any of the transactions contemplated herein or described in the Official Statement;
- (b) legislation introduced in or enacted (or resolution passed) by the Congress or an order, decree, or injunction issued by any court of competent jurisdiction, or an order, ruling, regulation (final, temporary, or proposed), press release or other form of notice issued or made by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction of the subject matter, to the effect that the Series 2024 Bonds, or obligations of the general character of the Series 2024 Bonds, including any or all underlying arrangements, are not exempt from registration under or other requirements of the 1933 Act, or that the Bond Resolution is not exempt from qualification under or other requirements of the Trust Indenture Act, or that the issuance, offering, or sale of the Series 2024 Bonds, or obligations of the general character of the Series 2024 Bonds, including any or all underlying arrangements, as contemplated hereby or by the Official Statement or otherwise, is or would be in violation of the federal securities law as amended and then in effect;

- (c) any state Blue Sky or securities commission or other governmental agency or body shall have withheld registration, exemption or clearance of the offering of the Series 2024 Bonds as described herein, or issued a stop order or similar ruling relating thereto;
- (d) a general suspension of trading in securities on the New York Stock Exchange, the establishment of minimum prices on such exchange, the establishment of material restrictions (not in force as of the date hereof) upon trading securities generally by any governmental authority or any national securities exchange, or a general banking moratorium declared by federal, State of New York, or State officials authorized to do so;
- (e) the New York Stock Exchange or other national securities exchange or any governmental authority shall impose, as to the Series 2024 Bonds or as to obligations of the general character of the Series 2024 Bonds, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, the Underwriter;
- (f) any amendment to the federal or State Constitution or action by any federal or State court, legislative body, regulatory body, or other authority materially adversely affecting the tax status of the City, its property, income or securities (or interest thereon);
- (g) any event occurring, or information becoming known which, in the judgment of the Underwriter, makes untrue in any material respect any statement or information contained in the Official Statement, or has the effect that the Official Statement contains any untrue statement of material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;
- (h) there shall have occurred any materially adverse change in the affairs or financial condition of the City, except as disclosed in or contemplated by the Official Statement, as amended or supplemented;
- (i) the United States shall have become engaged in hostilities which have resulted in a declaration of war or a national emergency or there shall have occurred any other outbreak or escalation of hostilities;
- (j) there shall have occurred any national or international calamity or crisis, or escalation thereof, in the financial markets or otherwise of the United States or elsewhere;
- (k) any fact or event shall exist or have existed that, in the Underwriter's judgment, requires or has required an amendment of or supplement to the Official Statement;
- (l) there shall have occurred or any notice shall have been given of any intended review, downgrading, suspension, withdrawal, or negative change in credit watch

status by any national rating service to any of the City's obligations which are secured by a pledge or application of the Pledged Revenues; and

- (m) the purchase of and payment for the Series 2024 Bonds by the Underwriter, or the resale of the Series 2024 Bonds by the Underwriter, on the terms and conditions herein provided shall be prohibited by any applicable law, governmental authority, board, agency or commission, other than with respect to state Blue Sky laws.

9. *Expenses.*

- (a) The Underwriter shall be under no obligation to pay, and the City shall pay all expenses incident to the performance of the City's obligations hereunder, including, but not limited to (i) the cost of preparation and printing of the Series 2024 Bonds, Preliminary Official Statement, Official Statement and any amendment or supplement thereto, (ii) the fees and disbursements of General Counsel to the City, Bond Counsel and Disclosure Counsel; (iii) the fees and disbursements of the Financial Advisor to the City; (iv) the fees and disbursements of the Bank or engineers, accountants, and other experts, consultants or advisers retained by the City, if any; and (v) all fees and expenses in connection with obtaining bond ratings. The City shall also pay for any expenses (included in the expense component of the Underwriter's discount) incurred by the Underwriter which are incidental to implementing this Agreement and the issuance of the Series 2024 Bonds, including, but not limited to, meals, transportation and lodging, if any, and any other miscellaneous closing costs.
- (b) The City acknowledges that it has had an opportunity, in consultation with such advisors as it may deem appropriate, if any, to evaluate and consider the fees and expenses being incurred as part of the issuance of the Series 2024 Bonds.
- (c) Except as provided for above, the Underwriter shall pay (i) the cost of preparation and printing of this Agreement and the Blue Sky Survey; (ii) all advertising expenses in connection with the public offering of the Series 2024 Bonds; and (iii) all other expenses incurred by them in connection with the public offering of the Series 2024 Bonds, including, without limitation, the fees and disbursements of counsel retained by the Underwriter.
- (d) If this Agreement shall be terminated by the Underwriter because of any failure or refusal on the part of the City to comply with the terms or to fulfill any of the conditions of this Agreement, or if for any reason the City shall be unable to perform its obligations under this Agreement, the City will reimburse the Underwriter for all out-of-pocket expenses (including the fees and disbursements of counsel to the Underwriter) reasonably incurred by the Underwriter in connection with this Agreement or the offering contemplated hereunder.

10. *Notices.* Any notice or other communication to be given to the City under this Agreement may be given by delivering the same in writing to City of North Miami Beach, Florida, 17011 N.E. 19th Avenue, North Miami Beach, Florida 33162, to the attention of Finance Director of the City

and any notice or other communication to be given to the Underwriter under this Agreement may be given by delivering the same in writing to RBC Capital Markets, LLC, 201 S. Orange Avenue, Suite 1005, Orlando, Florida 32801, Attention: Alex Bugallo, Director.

11. *Parties in Interest.* This Agreement as heretofore specified shall constitute the entire agreement between us and is made solely for the benefit of the City and the Underwriter (including successors or assigns of the Underwriter) and no other person shall acquire or have any right hereunder or by virtue hereof. This Agreement may not be assigned by the City. All of the City's representations, warranties and agreements contained in this Agreement shall remain operative and in full force and effect, regardless of (i) any investigations made by or on behalf of the Underwriter; (ii) delivery of and payment for the Series 2024 Bonds pursuant to this Agreement; and (iii) any termination of this Agreement.

12. *Effectiveness.* This Agreement shall become effective upon the acceptance hereof by the City and shall be valid and enforceable at the time of such acceptance.

13. *Choice of Law.* This Agreement shall be governed by and construed in accordance with the law of the State.

14. *Severability.* If any provision of this Agreement shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, or in all jurisdictions because it conflicts with any provisions of any Constitution, statute, rule of public policy, or any other reason, such circumstances shall not have the effect of rendering the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatever.

15. *Business Day.* For purposes of this Agreement, "business day" means any day on which the New York Stock Exchange is open for trading.

16. *Section Headings.* Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provisions of this Agreement.

17. *Counterparts.* This Agreement may be executed in several counterparts each of which shall be regarded as an original (with the same effect as if the signatures thereto and hereto were upon the same document) and all of which shall constitute one and the same document.

[Signature Page Follows]

If you agree with the foregoing, please sign the enclosed counterpart of this Agreement and return it to the Underwriter. This Agreement shall become a binding agreement between you and the Underwriter when at least the counterpart of this letter shall have been signed by or on behalf of each of the parties hereto.

Respectfully submitted,

RBC CAPITAL MARKETS, LLC
As Underwriter

By: _____
Alex Bugallo, Director

Dated: December ___, 2024

Signature Page – Bond Purchase Agreement by and between RBC Capital Markets, LLC and
City of North Miami Beach, Florida

ACCEPTANCE

ACCEPTED at _____ [a.m./p.m.] Eastern Time this _____ day of December, 2024.

CITY OF NORTH MIAMI BEACH, FLORIDA

By: _____
Evan S. Piper, Mayor

Signature Page – Bond Purchase Agreement by and between RBC Capital Markets, LLC and
City of North Miami Beach, Florida

SCHEDULE I

**\$(PAR AMOUNT)
CITY OF NORTH MIAMI BEACH, FLORIDA
SPECIAL OBLIGATION BONDS, SERIES 2024
(PARKS PROJECT)**

**MATURITIES, PRINCIPAL AMOUNTS, INTEREST RATES,
YIELDS, AND PRICES**

<u>Maturity</u> (November 1)	<u>Principal</u> <u>Amount</u>	<u>Interest Rate</u>	<u>Yield</u>	<u>Price</u>
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* Priced to first optional call date of November 1, 20__.

** Term Bonds.

Optional Redemption. The Series 2024 Bonds maturing on or prior to November 1, 20[] are not subject to redemption at the option of the City prior to their respective dates of maturity. The Series 2024 Bonds maturing on or after November 1, 20[] may be redeemed prior to maturity at the option of the City, as a whole or in part on November 1, 20[], or on any date thereafter, if in part, from such maturity or maturities as the City shall designate and by lot within a maturity at the redemption price of 100% of the principal amount of the Series 2024 Bonds to be redeemed, plus accrued interest to the redemption date.

Mandatory Redemption. The Series 2024 Bonds maturing on November 1, 20[] are subject to mandatory redemption in part by the City on November 1 in the years and in the amounts set forth below, at a redemption price of par plus accrued interest to the redemption date.

<u>Year</u>	<u>Redemption Amount</u>
-------------	--------------------------

*Final Maturity.

The Series 2024 Bonds maturing on November 1, 20[] are subject to mandatory redemption in part by the City on November 1 in the years and in the amounts set forth below, at a redemption price of par plus accrued interest to the redemption date.

<u>Year</u>	<u>Redemption Amount</u>
-------------	--------------------------

*Final Maturity.

SCHEDULE II

DISCLOSURE STATEMENT AND TRUTH-IN-BONDING STATEMENT

December ____, 2024

Mayor and City Commission of
the City of North Miami Beach, Florida
North Miami, Florida

Re: \$[PAR AMOUNT] City of North Miami Beach, Florida Special Obligation Bonds,
Series 2024 (Parks Project)

Dear Mayor and Commission Members:

In connection with the proposed issuance by the City of North Miami Beach, Florida (the “City”) of \$[PAR AMOUNT] Special Obligation Bonds, Series 2024 (Parks Project) (the “the Series 2024 Bonds”), RBC Capital Markets, LLC (the “Underwriter”) is underwriting a public offering of the Series 2024 Bonds.

The purpose of this letter is to furnish, pursuant to the provisions of Section 218.385(6), Florida Statutes, as amended, certain information in respect of the arrangements contemplated for the purchase and sale of the Series 2024 Bonds, as follows:

(a) The nature and estimated amount of expenses to be incurred by the Underwriter in connection with the purchase of the Series 2024 Bonds are set forth in Attachment 1 attached hereto. These expenses are to be paid from the expense component of the underwriting spread.

(b) There are no “finders,” as defined in Section 218.386, Florida Statutes, as amended, connected with the sale and purchase of the Series 2024 Bonds.

(c) The underwriting spread (i.e., the difference between the price at which the Series 2024 Bonds will be initially offered to the public by the Underwriter and the price to be paid to the City for the Series 2024 Bonds) will be \$[_____] per \$1,000, or \$[_____] for the Series 2024 Bonds.

(d) As part of the estimated underwriting spread set forth in paragraph (c) above, the Underwriter will charge a management fee of \$0.00 per \$1,000 of Series 2024 Bonds issued.

(e) No other fee, bonus or other compensation is estimated to be paid by the Underwriter in connection with the issuance of the Series 2024 Bonds to any person not regularly employed or retained by the Underwriter (including any “finder” as defined in Section 218.386(1)(a), Florida Statutes), except as specifically enumerated as expenses to be incurred by the Underwriter, as set forth in paragraph (a) above.

(f) The name and address of the Underwriter is:

RBC Capital Markets, LLC
201 S. Orange Avenue, Suite 1005
Orlando, Florida 32801

The purpose of the following two paragraphs is to furnish, pursuant to the provisions of Sections 218.385(2) and (3), Florida Statutes, as amended, the truth-in-bonding statement required thereby, as follows:

(a) The City is proposing to issue \$[PAR AMOUNT] of the Series 2024 Bonds for the principal purpose of (i) financing the cost of construction and improvements of parks and recreation facilities, to include basketball courts and new recreational buildings at the Washington Park facilities and (ii) paying the costs of issuance and sale of the Series 2024 Bonds. The Series 2024 Bonds are expected to be repaid over a period of approximately [] years and [] months. At a true interest cost of []%, per annum for the Series 2024 Bonds, total interest paid over the life of the Series 2024 Bonds will be \$[].

(b) The source of repayment or security of the Series 2024 Bonds is the Pledged Revenues (as described in the Official Statement for the Series 2024 Bonds). Authorizing this debt will result in an average of \$[] (average annual debt service) for the Series 2024 Bonds of such Pledged Revenues not being available to finance other services of the City each year for approximately [] years and [] months.

[Signature Page Follows]

The foregoing is provided for information purposes only and shall not affect or control the actual terms and conditions of the Series 2024 Bonds.

Very truly yours,

RBC CAPITAL MARKETS, LLC,
as Underwriter

Alex Bugallo
Director

Signature Page – Disclosure Statement and Truth-in-Bonding Statement
for City of North Miami Beach, Florida Special Obligation Bonds, Series 2024 (Parks Project)

ATTACHMENT 1
Underwriter's Estimated Expenses

Series 2024 Bonds

Expense	\$/1000	\$ Amount
CUSIP		\$
DTC		
Ipreo		
Miscellaneous		
Underwriter's Counsel		
Total		\$

SCHEDULE III

**NONGOVERNMENTAL ENTITY
ANTI-HUMAN TRAFFICKING AFFIDAVIT
Section 787.06(13), Florida Statutes**

§ _____
**City of North Miami Beach, Florida
Special Obligation Bonds, Series 2024 (Parks Project)**

I, the undersigned, am an officer or representative of RBC CAPITAL MARKETS, LLC and attest that said entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes. Under penalty of perjury, I hereby declare and affirm, to the best of my knowledge and belief, that the above stated facts are true and correct.

RBC CAPITAL MARKETS, LLC

Alex Bugallo
Director

STATE OF _____

COUNTY OF _____

SWORN TO AND SUBSCRIBED before me by means of physical presence or online notarization this ____ day of December, 2024, by Alex Bugallo, as Director on behalf RBC CAPITAL MARKETS, LLC. He is personally known to me or has produced _____ (Type of Identification) as identification.

(Notary Seal)

Signature of Notary Public

Print, Type or Stamp Name of Notary

Serial Number, if any

EXHIBIT A

Form of Issue Price Certificate

[\$[PAR AMOUNT]]
City of North Miami Beach, Florida
Special Obligation Bonds, Series 2024 (Parks Project)

ISSUE PRICE CERTIFICATE

The undersigned, on behalf of RBC Capital Markets, LLC (the “Underwriter”), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the “Bonds”) issued by the City of North Miami Beach, Florida (the “Issuer”).

1. [Alternative 1¹ – All Maturities Use General Rule: *Sale of the Bonds*. As of the date of this certificate, for each Maturity of the Bonds, the first price at which at least 10% of such Maturity of the Bonds was sold to the Public is the respective price listed in Schedule I.] [Alternative 2² – Select Maturities Use General Rule: *Sale of the General Rule Maturities*. As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity of the Bonds was sold to the Public is the respective price listed in Schedule I.]

2. ***Initial Offering Price of the [Bonds] [Hold-the-Offering-Price Maturities]***.

a) [Alternative 1³ – All Maturities Use Hold-the-Offering-Price Rule: The Underwriter offered the Bonds to the Public for purchase at the respective initial offering prices listed in Schedule I (the “Initial Offering Prices”) on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule II.] [Alternative 2⁴ – Select Maturities Use Hold-the-Offering-Price Rule: The Underwriter offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule I (the “Initial Offering Prices”) on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule II.]

b) [Alternative 1 – All Maturities use Hold-the-Offering-Price Rule: As set forth in the Bond Purchase Agreement, the Underwriter has agreed in writing that, (i) for each Maturity of the Bonds, they would neither offer nor sell any of the unsold Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the “hold-the offering-price rule”), and (ii) any selling group agreement shall

¹ If Alternative 1 is used, delete the remainder of paragraph 1 and all of paragraph 2 and renumber paragraphs accordingly.

² If Alternative 2 is used, delete Alternative 1 of paragraph 1 and use each Alternative 2 in paragraphs 2(a) and (b).

³ If Alternative 1 is used, delete all of paragraph 1 and renumber paragraphs accordingly.

⁴ Alternative 2(a) of paragraph 2 should be used in conjunction with Alternative 2 in paragraphs 1 and 2(b).

contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. The Underwriter has not offered or sold any Maturity of the unsold Bonds at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.] [Alternative 2 - Select Maturities Use Hold-the-Offering-Price Rule: As set forth in the Bond Purchase Agreement, the Underwriter has agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the unsold Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the “hold-the-offering-price rule”), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. The Underwriter has not offered or sold any unsold Bonds of any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.]

3. ***Defined Terms.***

a) [*General Rule Maturities* means those Maturities of the Bonds listed in Schedule I hereto as the “General Rule Maturities.”]

b) [*Hold-the-Offering-Price Maturities* means those Maturities of the Bonds listed in Schedule I hereto as the “Hold-the-Offering-Price Maturities.”]

c) [*Holding Period* means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date (December __, 2024), or (ii) the date on which the Underwriter has sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.]

d) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

e) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this certificate means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

f) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is December __, 2024.

Underwriter means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or

indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Underwriter's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Bryant Miller Olive P.A., Bond Counsel in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of Internal Revenue Service Form 8038-G, and other federal income tax advice it may give to the Issuer from time to time relating to the Bonds.

RBC CAPITAL MARKETS, LLC,
as Underwriter

By: _____
Alex Bugallo
Director

Dated: December ___, 2024

SCHEDULE I

GENERAL RULE MATURITIES

**\$(PAR AMOUNT)
CITY OF NORTH MIAMI BEACH, FLORIDA
SPECIAL OBLIGATION BONDS, SERIES 2024
(PARKS PROJECT)**

<u>Maturity</u> (November 1)	<u>Principal</u> <u>Amount</u>	<u>Interest Rate</u>	<u>Yield</u>	<u>Price</u>
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* Priced to first optional call date of November 1, 20[____].

** Term Bonds

[HOLD THE OFFERING PRICE MATURITIES]

<u>Maturity</u> (November 1)	<u>Principal</u> <u>Amount</u>	<u>Interest Rate</u>	<u>Yield</u>	<u>Price</u>
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* Priced to first optional call date of November 1, 20[____].

** Term Bonds

[SCHEDULE II]
PRICING WIRE

EXHIBIT B

Copy of Preliminary Official Statement

BOND PURCHASE AGREEMENT

**[\$[PAR AMOUNT]]
CITY OF NORTH MIAMI BEACH, FLORIDA
SPECIAL OBLIGATION BONDS, SERIES 2024
(PARKS PROJECT)**

December __, 2024

City of North Miami Beach, Florida
17011 N.E. 19th Avenue
North Miami Beach, Florida 33162

Ladies and Gentlemen:

The undersigned, RBC Capital Markets, LLC (the “*Underwriter*”), offers to enter into the following Bond Purchase Agreement (this “*Agreement*”) with the City of North Miami Beach, Florida (the “*City*”) which, upon the City’s written acceptance of this offer, will be binding upon the City and upon the Underwriter. This offer is made subject to the City’s written acceptance hereof on or before 11:00 p.m., Eastern Time, on December __, 2024, and, if not so accepted, will be subject to withdrawal by the Underwriter upon notice delivered to the City at any time prior to the acceptance hereof by the City. Capitalized terms not otherwise defined in this Agreement shall have the same meanings set forth in the Bond Resolution (as defined herein) or in the Official Statement (as defined herein).

1. *Purchase and Sale of the Series 2024 Bonds.* Subject to the terms and conditions and in reliance upon the representations, warranties and agreements set forth herein, the Underwriter hereby agrees to purchase from the City, and the City hereby agrees to sell and deliver to the Underwriter, all, but not less than all, of the City of North Miami Beach, Florida Special Obligation Bonds, Series 2024 (Parks Project) (the “*Series 2024 Bonds*”). Inasmuch as this purchase and sale represents a negotiated transaction, the City acknowledges and agrees that: (i) the transaction contemplated by this Agreement is an arm’s length, commercial transaction between the City and the Underwriter in which the Underwriter is acting solely as a principal and are not acting as a municipal advisor, financial advisor or fiduciary to the City; (ii) the Underwriter has not assumed any advisory or fiduciary responsibility to the City with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the City on other matters); (iii) the Underwriter is acting solely in its capacity as underwriter for its own account; (iv) the only obligations the Underwriter has to the City with respect to the transaction contemplated hereby are expressly set forth in this Agreement; and (v) the City has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate.

The principal amount of the Series 2024 Bonds to be issued, the dated date therefor, the maturities, sinking fund and optional redemption provisions and interest rates per annum are set forth in Schedule I hereto. The Series 2024 Bonds shall be as described in, and shall be issued and

secured under and pursuant to the provisions of Resolution No. 2024-[] adopted by the City Commission of the City on November 19, 2024 (the “*Bond Resolution*”).

The purchase price for the Series 2024 Bonds shall be \$[] (representing the \$[PAR AMOUNT] aggregate par amount of the Series 2024 Bonds, less an underwriting discount of \$[] [plus][less][net] an original issue [premium][discount] of \$[]).

In conformance with Section 218.385, Florida Statutes, as amended, the Underwriter hereby delivers the Disclosure and Truth-in-Bonding Statement attached hereto as Schedule II. In conformance with Section 787.06(13), Florida Statutes, as amended, the Underwriter hereby delivers the Anti-Human Trafficking Affidavit attached hereto as Schedule III.

Delivered to the City herewith is a good faith deposit in the amount of \$[] (representing 1.00% of the preliminary par amount of the Series 2024 Bonds set forth on the cover page of the Preliminary Official Statement) in immediately available funds by wire transfer (the “Good Faith Deposit”). The Good Faith Deposit will be deposited by the City and any investment earnings on the Good Faith Deposit through the date of Closing may be retained by the City. In the event that the City does not accept this offer, such Good Faith Deposit will be immediately returned to the Underwriter, by wire transfer. Should the City fail to deliver the Series 2024 Bonds at the Closing, or should the City be unable to satisfy the conditions of the obligations of the Underwriter to purchase, accept delivery of and pay for the Series 2024 Bonds, as set forth in this Agreement (unless waived by the Underwriter), or should such obligations of the Underwriter be terminated for any reason permitted by this Agreement, such Good Faith Deposit shall immediately be returned to the Underwriter, by wire transfer. If the offer made hereby is accepted, the City agrees to hold the Good Faith Deposit until the Closing as security for the performance by the Underwriter of its obligation to accept and pay for the Series 2024 Bonds at the Closing, and, in the event of its compliance with such obligation, such Good Faith Deposit shall be credited against the purchase price for the Series 2024 Bonds and the Underwriter shall pay the City the entire purchase price of the Series 2024 Bonds. In the event that the Underwriter fails (other than for a reason permitted hereunder) to purchase, accept delivery of and pay for the Series 2024 Bonds at the Closing as herein provided, such Good Faith Deposit shall be retained by the City as and for fully liquidated damages for such failure of the Underwriter, and, except as set forth in Section 9 hereof, no party shall have any further rights against the other hereunder. The Underwriter and the City understand that in such event the City’s actual damages may be greater or may be less than such amount. Accordingly, the Underwriter hereby waives any right to claim that the City’s actual damages are less than such amount, and the City’s acceptance of this offer shall constitute a waiver of any right the City may have to additional damages from the Underwriter.

2. *Public Offering.* The Underwriter agrees to make a bona fide public offering of all of the Series 2024 Bonds at the prices not to exceed the public offering prices set forth on the cover or inside cover of the Official Statement and may subsequently change such offering prices without any requirement of prior notice. The Underwriter may offer and sell the Series 2024 Bonds to certain dealers (including dealers depositing the Series 2024 Bonds into investment trusts) and others at prices lower than the public offering prices stated on the cover or inside cover of the Official Statement.

3. *Establishment of Issue Price.*

- (a) The Underwriter agrees to assist the City in establishing the issue price of the Series 2024 Bonds and shall execute and deliver to the City at Closing an “issue price” or similar certificate, together with the supporting pricing wires or equivalent communications, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the City and Bond Counsel (as defined herein), to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Series 2024 Bonds. As applicable, all actions to be taken by the City under this section to establish the issue price of the Series 2024 Bonds may be taken on behalf of the City by the City’s municipal advisor and any notice or report to be provided to the City may be provided to the City’s municipal advisor.
- (b) [Except as otherwise set forth in Schedule I to Exhibit A attached hereto,] the City will treat the first price at which 10% of each maturity of the Series 2024 Bonds (the “10% test”) is sold to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% test). At or promptly after the execution of this Agreement, the Underwriter shall report to the City the price or prices at which the Underwriter has sold to the public each maturity of Bonds. [If at that time the 10% test has not been satisfied as to any maturity of the Series 2024 Bonds, the Underwriter agrees to promptly report to the City the prices at which Bonds of that maturity have been sold by the Underwriter to the public. That reporting obligation shall continue, whether or not the date of Closing (as defined herein) has occurred, until the 10% test has been satisfied as to the Series 2024 Bonds of that maturity or until all Series 2024 Bonds of that maturity have been sold to the public.]
- (c) [The Underwriter confirms that it has offered the Series 2024 Bonds to the public on or before the date of this Agreement at the offering price or prices (the “initial offering price”), or at the corresponding yield or yields, set forth in Schedule I to Exhibit A attached hereto, except as otherwise set forth therein. Schedule I to Exhibit A also sets forth, as of the date of this Agreement, the maturities, if any, of the Series 2024 Bonds for which the 10% test has not been satisfied and for which the City and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the City to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the “hold-the-offering-price rule”). So long as the hold-the-offering-price rule remains applicable to any maturity of the Series 2024 Bonds, the Underwriter will neither offer nor sell unsold Series 2024 Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:
- (i) the close of the fifth (5th) business day after the sale date; or

- (ii) the date on which the Underwriter has sold at least 10% of that maturity of the Series 2024 Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter shall promptly advise the City when it has sold 10% of that maturity of the Series 2024 Bonds to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date.]

- (d) The Underwriter confirms that any selling group agreement relating to the initial sale of the Series 2024 Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group to (A) report the prices at which it sells to the public the unsold Series 2024 Bonds of each maturity allotted to it until it is notified by the Underwriter that either the 10% test has been satisfied as to the Series 2024 Bonds of that maturity or all Series 2024 Bonds of that maturity have been sold to the public and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Underwriter. The City acknowledges that, in making the representation set forth in this subsection, the Underwriter will rely on in the event a selling group has been created in connection with the initial sale of the Series 2024 Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, if applicable, as set forth in a selling group agreement and the related pricing wires. The City further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement, to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the Series 2024 Bonds.
- (e) The Underwriter acknowledges that sales of any Series 2024 Bonds to any person that is a related party to the Underwriter shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:
 - (i) “public” means any person other than an underwriter or a related party,
 - (ii) “underwriter” means (A) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Series 2024 Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Series 2024 Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Series 2024 Bonds to the public),
 - (iii) a purchaser of any of the Series 2024 Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including

direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) “sale date” means the date of execution of this Agreement by all parties.

4. *The Official Statement.*

- (a) Attached hereto as Exhibit B is either a draft of the final Official Statement or a copy of the Preliminary Official Statement dated [____], 2024 (the “*Preliminary Official Statement*”), including the cover page and Appendices thereto, of the City relating to the Series 2024 Bonds. Such draft of the final Official Statement or copy of the Preliminary Official Statement, as amended to reflect the changes marked or otherwise indicated in Exhibit B hereto, is hereinafter called the “*Official Statement*.”
- (b) The Preliminary Official Statement has been prepared by the City for use by the Underwriter in connection with the public offering, sale and distribution of the Series 2024 Bonds. The City hereby represents and warrants that the Preliminary Official Statement was deemed final by the City as of its date, except for the omission of such information which is dependent upon the final pricing of the Series 2024 Bonds for completion, all as permitted to be excluded by Section (b)(1) of Rule 15c2-12 under the Securities Exchange Act of 1934 (the “Rule”).
- (c) The City represents that the governing body of the City has reviewed and approved the information in the Official Statement and hereby authorizes the Official Statement to be used by the Underwriter in connection with the public offering and the sale of the Series 2024 Bonds. The City shall provide, or cause to be provided, to the Underwriter as soon as practicable after the date of the City’s acceptance of this Agreement (but, in any event, not later than seven business days after the City’s acceptance of this Agreement and in sufficient time to accompany any confirmation that requests payment from any customer) copies of the Official Statement which is complete as of the date of its delivery to the Underwriter in such quantity as the Underwriter shall request in order for the Underwriter to comply with Section (b)(4) of the Rule and the rules of the Municipal Securities Rulemaking Board (the “MSRB”). The City hereby confirms that it does not object to the distribution of the Official Statement in electronic form.
- (d) If, after the date of this Agreement to and including the date the Underwriter is no longer required to provide an Official Statement to potential customers who request the same pursuant to the Rule (the earlier of (i) 90 days from the “end of the underwriting period” (as defined in the Rule) and (ii) the time when the Official

Statement is available to any person from the MSRB, but in no case less than 25 days after the “end of the underwriting period” for the Series 2024 Bonds), the City becomes aware of any fact or event which might or would cause the Official Statement, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading, or if it is necessary to amend or supplement the Official Statement to comply with law, the City will notify the Underwriter (and for the purposes of this clause provide the Underwriter with such information as it may from time to time request), and if, in the opinion of the Underwriter, such fact or event requires preparation and publication of a supplement or amendment to the Official Statement, the City will forthwith prepare and furnish, at the City’s own expense (in a form and manner approved by the Underwriter), a reasonable number of copies of either amendments or supplements to the Official Statement so that the statements in the Official Statement, as so amended and supplemented will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading or so that the Official Statement will comply with law. If such notification shall be subsequent to the Closing, the City shall furnish such legal opinions, certificates, instruments and other documents as the Underwriter may deem necessary to evidence the truth and accuracy of such supplement or amendment to the Official Statement.

- (e) The Underwriter hereby agrees to file the Official Statement with the MSRB. Unless otherwise notified in writing by the Underwriter, the City can assume that the “end of the underwriting period” for purposes of the Rule is the date of the Closing.

5. *Representations, Warranties, and Covenants of the City.* The City hereby represents and warrants to and covenants with the Underwriter that:

- (a) The City is a municipal corporation of the State of Florida (the “*State*”) duly created, organized and existing under the Constitution of the State and applicable laws of the State including, in particular Chapter 166, Part II, Florida Statutes, as amended, the City’s Charter and other applicable provisions of law (the “*Act*”), and has full legal right, power and authority under the Act, and at the date of the Closing will have full legal right, power and authority under the Act and the Bond Resolution (i) to adopt the Bond Resolution, and to enter into, execute and deliver this Agreement, the Registrar and Paying Agent Agreement (the “*Paying Agent Agreement*”) to be executed by and between the City and Argent Institutional Trust Company, as the registrar and paying agent (the “*Bank*”) and the Continuing Disclosure Certificate to be executed by the City (the “*Undertaking*”), as referred to in Section 7(h)(3) hereof and all documents required hereunder and thereunder to be executed and delivered by the City (this Agreement, the Bond Resolution, the Paying Agent Agreement, the Undertaking and the other documents referred to in this clause are hereinafter referred to as the “*City Documents*”), (ii) to sell, issue and deliver the Series 2024 Bonds to the Underwriter as provided herein, and (iii) to carry out and consummate the transactions contemplated by the City Documents

and the Official Statement and (iv) to finance the Project (as defined in the Official Statement), and the City has complied, and will at the Closing be in compliance in all respects, with the terms of the Act and the City Documents as they pertain to such transactions;

- (b) By all necessary official action of the City prior to or concurrently with the acceptance hereof, the City has duly authorized all necessary action to be taken by it for (i) the adoption of the Bond Resolution and the issuance and sale of the Series 2024 Bonds, (ii) the approval, execution and delivery of, and the performance by the City of the obligations on its part, contained in the Series 2024 Bonds and the City Documents and (iii) the consummation by it of all other transactions contemplated by the Official Statement, and the City Documents and any and all such other agreements and documents as may be required to be executed, delivered and/or received by the City in order to carry out, give effect to, and consummate the transactions contemplated herein and in the Official Statement;
- (c) The City Documents constitute legal, valid and binding obligations of the City, enforceable in accordance with their respective terms, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws and principles of equity relating to or affecting the enforcement of creditors' rights; the Series 2024 Bonds, when issued, delivered and paid for, in accordance with the Bond Resolution and this Agreement, will constitute legal, valid and binding obligations of the City entitled to the benefits of the Bond Resolution and enforceable in accordance with their terms, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws and principles of equity relating to or affecting the enforcement of creditors' rights; upon the issuance, authentication and delivery of the Series 2024 Bonds as aforesaid, the Bond Resolution will provide, for the benefit of the holders, from time to time, of the Series 2024 Bonds, the legally valid and binding pledge of and lien it purports to create as set forth in the Bond Resolution;
- (d) The City is not in breach of or default in any material respect under any applicable constitutional provision, law or administrative regulation of the State or the United States or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the City is a party or to which the City is or any of its property or assets are otherwise subject, and no event has occurred and is continuing which constitutes or with the passage of time or the giving of notice, or both, would constitute a default or event of default by the City under any of the foregoing; and the execution and delivery of the Series 2024 Bonds, the City Documents and the adoption of the Bond Resolution and compliance with the provisions on the City's part contained therein, will not conflict with or constitute a breach of or default under any constitutional provision, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the City is a party or to which the City is or to which any of its property or assets are otherwise subject nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any

nature whatsoever upon any of the property or assets of the City to be pledged to secure the Series 2024 Bonds or under the terms of any such law, regulation or instrument, except as provided by the Series 2024 Bonds and the Bond Resolution;

- (e) All authorizations, approvals, licenses, permits, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction of the matter which are required for the due authorization of, which would constitute a condition precedent to, or the absence of which would materially adversely affect the due performance by the City of its obligations under the City Documents and the Series 2024 Bonds have been duly obtained, except for such approvals, consents and orders as may be required under the Blue Sky or securities laws of any jurisdiction in connection with the offering and sale of the Series 2024 Bonds;
- (f) The Series 2024 Bonds conform to the descriptions thereof contained in the Preliminary Official Statement and the Official Statement under the captions “INTRODUCTION,” “DESCRIPTION OF THE BONDS,” and “SECURITY FOR THE BONDS;” the Bond Resolution conforms to the description thereof contained in the Official Statement under the caption “SECURITY FOR THE BONDS and in “APPENDIX C – FORM OF RESOLUTION”]; the proceeds of the sale of the Series 2024 Bonds will be applied generally as described in the Official Statement under the caption “ESTIMATED SOURCES AND USES OF FUNDS” and the Undertaking conforms to the description thereof contained in the Official Statement under the caption “CONTINUING DISCLOSURE”.
- (g) There is no legislation, action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending or, to the best knowledge of the City after due inquiry, threatened against the City, affecting the existence of the City or the titles of its officers to their respective offices, or affecting or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Series 2024 Bonds or the pledge of the Pledged Revenues (as defined in the Bond Resolution) pursuant to the Bond Resolution or in any way contesting or affecting the validity or enforceability of the Series 2024 Bonds, the City Documents, or contesting the exclusion from gross income of interest on the Series 2024 Bonds for federal income tax purposes, or contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto, or contesting the powers of the City or any authority for the issuance of the Series 2024 Bonds, the adoption of the Bond Resolution or the execution and delivery of the City Documents, nor, to the best knowledge of the City, is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the Series 2024 Bonds or the City Documents;
- (h) As of the date thereof, the Preliminary Official Statement did not contain any untrue statement of a material fact or omit to state a material fact required to be stated

therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

- (i) At the time of the City's acceptance hereof and (unless the Official Statement is amended or supplemented pursuant to Section 4 of this Agreement) at all times subsequent thereto during the period up to and including the date of Closing, the Official Statement does not and will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;
- (j) If the Official Statement is supplemented or amended pursuant to Section 4 of this Agreement, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such paragraph) at all times subsequent thereto during the period up to and including the date of Closing, the Official Statement as so supplemented or amended will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which made, not misleading;
- (k) The City will apply, or cause to be applied, the proceeds from the sale of the Series 2024 Bonds as provided in and subject to all of the terms and provisions of the Bond Resolution and will not take or omit to take any action which action or omission will adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Series 2024 Bonds;
- (l) The City will furnish such information and execute such instruments and take such action in cooperation with the Underwriter as the Underwriter may reasonably request (A) to (y) qualify the Series 2024 Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions in the United States as the Underwriter may designate and (z) determine the eligibility of the Series 2024 Bonds for investment under the laws of such states and other jurisdictions and (B) to continue such qualifications in effect so long as required for the distribution of the Series 2024 Bonds (provided, however, that the City will not be required to qualify as a foreign corporation or to file any general or special consents to service of process under the laws of any jurisdiction) and will advise the Underwriter immediately of receipt by the City of any notification with respect to the suspension of the qualification of the Series 2024 Bonds for sale in any jurisdiction or the initiation or threat of any proceeding for that purpose;
- (m) Except as disclosed in the Official Statement, within the last five (5) years, the City has not failed to comply in all material respects with any continuing disclosure undertaking made by it pursuant to the Rule in connection with outstanding bond issues for which the City has agreed to undertake continuing disclosure obligations.
- (n) The financial statements of, and other financial information regarding the City, in the Preliminary Official Statement and the Official Statement fairly present the

financial position and results of the City as of the dates and for the periods therein set forth. Prior to the Closing, there will be no adverse change of a material nature in such financial position, results of operations or condition, financial or otherwise, of the City that was not disclosed in the Preliminary Official Statement and the Official Statement. The City is not a party to any litigation or other proceeding pending or, to its knowledge, threatened which, if decided adversely to the City, would have a materially adverse effect on the financial condition of the City; other than as disclosed in the Preliminary Official Statement and the Official Statement;

- (o) Prior to the Closing, the City will not offer or issue any bonds, notes or other obligations for borrowed money or incur any material liabilities, direct or contingent, payable from or secured by the Pledged Revenues without the prior approval of the Underwriter; and
- (p) Any certificate, signed by any official of the City authorized to do so in connection with the transactions contemplated by this Agreement, shall be deemed a representation and warranty by the City to the Underwriter as to the statements made therein.

6. *Closing.*

- (a) At 10:00 a.m. Eastern Time, on December ___, 2024, or at such other time and date as shall have been mutually agreed upon by the City and the Underwriter (the “*Closing*”), the City will, subject to the terms and conditions hereof, deliver the Series 2024 Bonds to the Underwriter duly executed and authenticated as instructed in Section 6(b) hereof, together with the other documents hereinafter mentioned, and the Underwriter will, subject to the terms and conditions hereof, accept such delivery and pay the purchase price of the Series 2024 Bonds as set forth in Section 1 of this Agreement by wire transfer payable in immediately available funds to the order of the City.
- (b) Delivery of the Series 2024 Bonds shall be made to The Depository Trust Company, New York, New York (“*DTC*”). The Series 2024 Bonds shall be delivered in definitive fully registered form, bearing CUSIP numbers without coupons, with one Bond for each maturity of the Series 2024 Bonds, registered in the name of Cede & Co., all as provided in the Bond Resolution.

7. *Closing Conditions.* The Underwriter has entered into this Agreement in reliance upon the representations, warranties and agreements of the City contained herein, and in reliance upon the representations, warranties and agreements to be contained in the documents and instruments to be delivered at the Closing and upon the performance by the City of its obligations hereunder, both as of the date hereof and as of the date of the Closing. Accordingly, the Underwriter’s obligations under this Agreement to purchase, to accept delivery of and to pay for the Series 2024 Bonds shall be conditioned upon the performance by the City of its obligations to be performed hereunder and under such documents and instruments at or prior to the Closing, and shall also be subject to the following additional conditions, including the delivery by the City of such documents as are enumerated herein, in form and substance reasonably satisfactory to the Underwriter:

- (a) The representations and warranties of the City contained herein shall be true, complete and correct on the date hereof and on and as of the date of the Closing, as if made on the date of the Closing;
- (b) The City shall have performed and complied with all agreements and conditions required by this Agreement to be performed or complied with by it prior to or at the Closing;
- (c) At the time of the Closing, (i) the City Documents and the Series 2024 Bonds shall be in full force and effect in the form heretofore approved by the Underwriter and shall not have been amended, modified or supplemented, and the Official Statement shall not have been supplemented or amended, except in any such case as may have been agreed to by the Underwriter; and (ii) all actions of the City required to be taken by the City shall be performed in order for Bond Counsel and other counsel to deliver their respective opinions referred to hereafter;
- (d) At or prior to the Closing, the Bond Resolution shall have been duly adopted and delivered by the City and the City shall have duly executed and delivered to the Registrar, and the Registrar shall have duly authenticated, the Series 2024 Bonds;
- (e) At the time of the Closing, there shall not have occurred any change or any development involving a prospective change in the condition, financial or otherwise, or in the revenues or operations of the City, from that set forth in the Official Statement that in the judgment of the Underwriter, is material and adverse and that makes it, in the judgment of the Underwriter, impracticable to market the Series 2024 Bonds on the terms and in the manner contemplated in the Official Statement;
- (f) The City shall not have failed to pay principal or interest when due on any of its outstanding obligations for borrowed money;
- (g) All steps to be taken and all instruments and other documents to be executed, and all other legal matters in connection with the transactions contemplated by this Agreement shall be reasonably satisfactory in legal form and effect to the Underwriter;
- (h) At or prior to the Closing, the Underwriter shall have received copies of each of the following documents:
 - (1) The Official Statement, and each supplement or amendment thereto, if any, executed on behalf of the City by its Mayor and Finance Director, or such other official as may have been authorized by the Bond Resolution and the reports and audits referred to or appearing in the Official Statement;
 - (2) Certified copy of the Bond Resolution, with such supplements or amendments as may have been agreed to by the Underwriter;

(3) The executed Undertaking of the City which satisfies the requirements of section (b)(5)(i) of the Rule;

(4) The final approving opinion of Bryant Miller Olive P.A. (“*Bond Counsel*”), with respect to the Series 2024 Bonds, dated the date of Closing, in substantially the form attached to the Official Statement as Appendix D;

(5) A reliance letter of Bond Counsel, addressed to the Underwriter and dated the date of Closing, to the effect that their final approving opinion referred to in Section 7(h)(4) hereof may be relied upon by the Underwriter to the same extent as if such opinion were addressed to the Underwriter;

(6) A supplemental opinion of Bond Counsel addressed to the Underwriter, substantially to the effect that:

(i) the Series 2024 Bonds are exempted securities under the Securities Act of 1933, as amended (the “*1933 Act*”), and the Trust Indenture Act of 1939, as amended (the “*Trust Indenture Act*”) and it is not necessary, in connection with the offering and sale of the Series 2024 Bonds, to register the Series 2024 Bonds under the 1933 Act or to qualify the Bond Resolution under the Trust Indenture Act;

(ii) the statements contained in the Preliminary Official Statement and in the Official Statement on the cover page and in the sections entitled, “INTRODUCTION,” “DESCRIPTION OF THE BONDS” (except for the information contained in the section captioned thereunder “Book-Entry Only System” as to which no opinion is expressed) and “SECURITY FOR THE BONDS” are accurate and insofar as such statements purport to summarize certain provisions of the Bond Resolution and the Series 2024 Bonds, such statements are accurate summaries of the provisions purported to be summarized, and the information contained in the Official Statement under the section captioned “TAX MATTERS” is accurate;

(7) An opinion of Bryant Miller Olive P.A., as Disclosure Counsel, dated the date of Closing and addressed to the City, together with a reliance letter thereon addressed to the Underwriter, to the effect that, based upon the information made available to them in the course of their participation in the preparation of the Preliminary Official Statement and the Official Statement no facts have come to the attention of the attorneys rendering legal services in connection with the preparation of the Preliminary Official Statement and Official Statement that cause them to believe that the Preliminary Official Statement (other than permitted omissions) as of its date or the Official Statement as of its date and as of the date of Closing, contains any untrue statement of a material fact or omits to state any material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading; provided, however, they do not assume responsibility for the accuracy, completeness, or fairness of the

statements contained in the Preliminary Official Statement or the Official Statement (including any appendices, schedules, and exhibits thereto), nor do they express any belief with respect to any demographic, financial, statistical and operating data, and forecasts, projections, numbers, estimates, assumptions, and expressions of opinion, and information concerning DTC and the book-entry system for the Series 2024 Bonds contained or incorporated by reference in the Preliminary Official Statement or the Official Statement (including any appendices, schedules, and exhibits thereto), which are expressly excluded from the scope of their opinion;

(8) An opinion, dated the date of the Closing and addressed to the Underwriter, of counsel for the Underwriter, to the effect that:

(i) the Series 2024 Bonds are exempt securities under the 1933 Act and the Trust Indenture Act; and

(ii) the Undertaking complies in all material respects with the applicable requirements of the Rule; provided, however, that no view is expressed regarding the items comprising annual financial information and operating data for purposes of Section 3 of the Undertaking;

(9) An opinion of the City Attorney, addressed to the City, Bond Counsel, Disclosure Counsel and the Underwriter and dated the date of Closing, to the effect that:

(i) (a) The City is a municipal corporation of the State of Florida (the “*State*”) duly created, organized and existing under the Constitution of the State and applicable laws of the State including, in particular Chapter 166, Part II, Florida Statutes, as amended, the City’s Charter and other applicable provisions of law (the “*Act*”), and has full legal right, power and authority under the Act, and at the date of the Closing will have full legal right, power and authority under the Act and the Bond Resolution (A) to enter into, execute and deliver the City Documents and all documents required hereunder and thereunder to be executed and delivered by the City, (B) to sell, issue and deliver the Series 2024 Bonds to the Underwriter as provided herein, and (C) to carry out and consummate the transactions contemplated by the City Documents, and the Official Statement and (iv) to finance the Project (as defined in the Official Statement), and the City has complied, and will at the Closing be in compliance in all material respects, with the terms of the Act and the City Documents as they pertain to such transactions;

(ii) By all necessary official action of the City prior to or concurrently with the acceptance hereof, the City has duly authorized all necessary action to be taken by it for (A) the adoption of the Bond Resolution and the issuance and sale of the Series 2024 Bonds, (B) the approval, execution and delivery of, and the performance by the City of the obligations on its part, contained in the Series 2024 Bonds and the City

Documents, and (C) the consummation by it of all other transactions contemplated by the Official Statement, the City Documents and any and all such other agreements and documents as may be required to be executed, delivered and/or received by the City in order to carry out, give effect to, and consummate the transactions contemplated herein and in the Official Statement;

(iii) The Bond Resolution was duly and validly adopted by the City and is in full force and effect; and all actions required of the City to make the Series 2024 Bonds valid and enforceable obligations of the City, and to pledge the Pledged Revenues as security therefor, have been undertaken by the City in compliance with all applicable procedural requirements of the City and in compliance with the Constitution and laws of the State, including the Act;

(iv) The City Documents have been duly authorized, executed and delivered by the City, and constitute legal, valid and binding obligations of the City enforceable against the City in accordance with their respective terms, except to the extent limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws and equitable principles of general application relating to or affecting the enforcement of creditors' rights; and the Series 2024 Bonds, when issued, delivered and paid for, in accordance with the Bond Resolution and this Agreement, will constitute legal, valid and binding obligations of the City entitled to the benefits of the Bond Resolution and enforceable in accordance with their terms, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws and principles of equity relating to or affecting the enforcement of creditors' rights; upon the issuance, authentication and delivery of the Series 2024 Bonds as aforesaid, the Bond Resolution will provide, for the benefit of the holders, from time to time, of the Series 2024 Bonds, the legally valid and binding pledge of and lien it purports to create as set forth in the Bond Resolution;

(v) The distribution of the Preliminary Official Statement and the Official Statement has been duly authorized by the City;

(vi) All authorizations, approvals, licenses, permits, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction of the matter which are required for the due authorization of, which would constitute a condition precedent to, or the absence of which would materially adversely affect the due performance by the City of its obligations under the City Documents and the Series 2024 Bonds have been obtained;

(vii) There is no legislation, action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending or, to our knowledge after due

inquiry threatened against the City, affecting the corporate existence of the City or the titles of its officers to their respective offices, or affecting or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Series 2024 Bonds or the pledge of the Pledged Revenues (as defined in the Bond Resolution) pursuant to the Bond Resolution or in any way contesting or affecting the validity or enforceability of the Series 2024 Bonds, the City Documents, or contesting the exclusion from gross income of interest on the Series 2024 Bonds for federal income tax purposes, or contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto, or contesting the authority of the City for the issuance of the Series 2024 Bonds, the adoption of the Bond Resolution or the execution and delivery of the City Documents, nor, to our knowledge, is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the Series 2024 Bonds, the Bond Resolution or the City Documents;

(viii) To our knowledge, the execution and delivery of the City Documents and compliance by the City with the provisions hereof and thereof, under the circumstances contemplated herein and therein, will not conflict with or constitute on the part of the City a material breach of or a default under any agreement or instrument to which the City is a party, or violate any existing law, administrative regulation, court order, or consent decree to which the City is subject; and

(ix) Except as described in the Preliminary Official Statement and the Official Statement, no litigation is pending or, counsel's knowledge after due inquiry, threatened against the City in any court in any way affecting the titles of the officials of the City to their respective positions, or seeking to restrain or to enjoin the issuance, sale or delivery of the Series 2024 Bonds, or the collection of the Pledged Revenues to pay the principal of and interest on the Series 2024 Bonds, or in any way contesting or affecting the validity or enforceability of the Bond Resolution or the other City Documents, or contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement;

(x) Based on the examination which such counsel has caused to be made, such counsel has no reason to believe that the Preliminary Official Statement (other than permitted omissions) as of its date and the Official Statement as of its date and as of the date of Closing, contains any untrue statement of a material fact or omits to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading (excluding therefrom any information in the Preliminary Official Statement and the Official Statement relating to DTC, the operation of the book-entry system or any other financial or statistical data or projections or estimates included therein or in the appendices thereto, and in the sections entitled "DESCRIPTION OF THE SERIES

2024 BONDS – Book-Entry Only System” and “UNDERWRITING,” as to which no opinion need be expressed)

(10) A certificate, dated the date of Closing, of the City to the effect that (i) the representations and warranties of the City contained herein are true and correct in all material respects on and as of the date of Closing as if made on the date of Closing; (ii) no litigation or proceeding against it is pending or, to its knowledge, threatened in any court or administrative body nor is there a basis for litigation which would (a) contest the right of the members or officials of the City to hold and exercise their respective positions, (b) contest the due organization and valid existence of the City, (c) contest the validity, due authorization and execution of the Series 2024 Bonds, the Bond Resolution or the City Documents or (d) attempt to limit, enjoin or otherwise restrict or prevent the City from functioning and collecting revenues, including payments on the Series 2024 Bonds, pursuant to the Bond Resolution, and other income or the anticipated receipt of Non-Ad Valorem Revenues; (iii) the Bond Resolutions of the City authorizing the execution, delivery and/or performance of the Official Statement, the Series 2024 Bonds and City Documents have been duly adopted by the City, are in full force and effect and have not been modified, amended or repealed, and (iv) to the best of its knowledge, no event affecting the City has occurred since the date of the Official Statement which should be disclosed in the Official Statement for the purpose for which it is to be used or which it is necessary to disclose therein in order to make the statements and information therein, in light of the circumstances under which made, not misleading in any material respect as of the time of Closing, and the information contained in the Official Statement is correct in all material respects and, as of the date of the Official Statement did not, and as of the date of the Closing does not, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading;

(11) A Tax Certificate of the City in form and substance satisfactory to Bond Counsel and counsel to the Underwriter (a) setting forth the facts, estimates and circumstances in existence on the date of the Closing, which establish that it is not expected that the proceeds of the Series 2024 Bonds will be used in a manner that would cause the Series 2024 Bonds to be “arbitrage bonds” within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the “Code”), and any applicable regulations (whether final, temporary or proposed), issued pursuant to the Code, and (b) certifying that to the best of the knowledge and belief of the City there are no other facts, estimates or circumstances that would materially change the conclusions, representations and expectations contained in such certificate;

(12) Any other certificates and opinions required by the Bond Resolution for the issuance thereunder of the Series 2024 Bonds;

(13) Evidence satisfactory to the Underwriter that the Series 2024 Bonds have been rated “[____]” by [Fitch Ratings, Inc.] and “[____]” by [S&P Global

Ratings, a division of Standard & Poor's Financial Services LLC] and that all such ratings are in effect as of the date of Closing; and

(14) A certificate of an authorized representative of the Bank, as Registrar and Paying Agent to the effect that (i) the Bank is a [Florida] banking corporation duly organized, validly existing and in good standing under the law of the United States of America and is duly authorized to exercise trust powers in the State of Florida, (ii) the Bank has all requisite authority, power, licenses, permits and franchises, and has full corporate power and legal authority to execute and perform its functions under the Bond Resolution and the Paying Agent Agreement, (iii) the performance by the Bank of its functions under the Bond Resolution and the Paying Agent Agreement will not result in any violation of the Articles of Incorporation or Bylaws of the Bank, any court order to which the Bank is subject or any agreement, indenture or other obligation or instrument to which the Bank is a party or by which the Bank is bound, and no approval or other action by any governmental authority or agency having supervisory authority over the Bank is required to be obtained by the Bank in order to perform its functions under the Bond Resolution and the Paying Agent Agreement, (iv) the Paying Agent Agreement constitutes a valid and binding obligation of the Bank in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally and subject, as to enforceability, to general principles of equity and (v) to the best of such authorized representative's knowledge, there is no action, suit, proceeding or investigation at law or in equity before any court, public board or body pending or, to his or her knowledge, threatened against or affecting the Bank wherein an unfavorable decision, ruling or finding on an issue raised by any party thereto is likely to materially and adversely affect the ability of the Bank to perform its obligations under the Bond Resolution and the Paying Agent Agreement;

(15) A copy of the signed Blanket Letter of Representations from the City to DTC;

(16) A copy of the Blue Sky Survey with respect to the Series 2024 Bonds; and

(17) Such additional legal opinions, certificates, instruments and other documents as the Underwriter or counsel to the Underwriter may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the date of the Closing, of the City's representations and warranties contained herein and of the statements and information contained in the Official Statement and the due performance or satisfaction by the City on or prior to the date of the Closing of all the respective agreements then to be performed and conditions then to be satisfied by the City.

All of the opinions, letters, certificates, instruments and other documents mentioned above or elsewhere in this Agreement shall be deemed to be in compliance with the provisions

hereof if, but only if, they are in form and substance satisfactory to the Underwriter and counsel to the Underwriter.

If the City shall be unable to satisfy the conditions to the obligations of the Underwriter to purchase, to accept delivery of and to pay for the Series 2024 Bonds contained in this Agreement, or if the obligations of the Underwriter to purchase, to accept delivery of and to pay for the Series 2024 Bonds shall be terminated for any reason permitted by this Agreement, this Agreement shall terminate and neither the Underwriter nor the City shall be under any further obligation hereunder, except that the respective obligations of the City and the Underwriter set forth in Section 9 hereof shall continue in full force and effect.

8. *Termination.* The Underwriter shall have the right to cancel its obligation to purchase the Series 2024 Bonds if, between the date of this Agreement and the Closing, the market price or marketability of the Series 2024 Bonds shall be materially adversely affected, in the sole judgment of the Underwriter, by the occurrence of any of the following:

- (a) legislation shall be enacted by or introduced in the Congress of the United States or recommended to the Congress for passage by the President of the United States, or the Treasury Department of the United States or the Internal Revenue Service or any member of the Congress or favorably reported for passage to either House of the Congress by any committee of such House to which such legislation has been referred for consideration, a decision by a court of the United States or the United States Tax Court shall be rendered, or an order, ruling, regulation (final, temporary or proposed), press release, statement or other form of notice by or on behalf of the Treasury Department of the United States, the Internal Revenue Service or other governmental agency shall be made or proposed, the effect of any or all of which would be to impose, directly or indirectly, federal income taxation upon interest received on the Series 2024 Bonds or obligations of the general character of the Series 2024 Bonds or other action or events shall have transpired which may have the purpose or effect, directly or indirectly, of changing the federal income tax consequences of any of the transactions contemplated herein or described in the Official Statement;
- (b) legislation introduced in or enacted (or resolution passed) by the Congress or an order, decree, or injunction issued by any court of competent jurisdiction, or an order, ruling, regulation (final, temporary, or proposed), press release or other form of notice issued or made by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction of the subject matter, to the effect that the Series 2024 Bonds, or obligations of the general character of the Series 2024 Bonds, including any or all underlying arrangements, are not exempt from registration under or other requirements of the 1933 Act, or that the Bond Resolution is not exempt from qualification under or other requirements of the Trust Indenture Act, or that the issuance, offering, or sale of the Series 2024 Bonds, or obligations of the general character of the Series 2024 Bonds, including any or all underlying arrangements, as contemplated hereby or by the Official Statement or otherwise, is or would be in violation of the federal securities law as amended and then in effect;

- (c) any state Blue Sky or securities commission or other governmental agency or body shall have withheld registration, exemption or clearance of the offering of the Series 2024 Bonds as described herein, or issued a stop order or similar ruling relating thereto;
- (d) a general suspension of trading in securities on the New York Stock Exchange, the establishment of minimum prices on such exchange, the establishment of material restrictions (not in force as of the date hereof) upon trading securities generally by any governmental authority or any national securities exchange, or a general banking moratorium declared by federal, State of New York, or State officials authorized to do so;
- (e) the New York Stock Exchange or other national securities exchange or any governmental authority shall impose, as to the Series 2024 Bonds or as to obligations of the general character of the Series 2024 Bonds, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, the Underwriter;
- (f) any amendment to the federal or State Constitution or action by any federal or State court, legislative body, regulatory body, or other authority materially adversely affecting the tax status of the City, its property, income or securities (or interest thereon);
- (g) any event occurring, or information becoming known which, in the judgment of the Underwriter, makes untrue in any material respect any statement or information contained in the Official Statement, or has the effect that the Official Statement contains any untrue statement of material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;
- (h) there shall have occurred any materially adverse change in the affairs or financial condition of the City, except as disclosed in or contemplated by the Official Statement, as amended or supplemented;
- (i) the United States shall have become engaged in hostilities which have resulted in a declaration of war or a national emergency or there shall have occurred any other outbreak or escalation of hostilities;
- (j) there shall have occurred any national or international calamity or crisis, or escalation thereof, in the financial markets or otherwise of the United States or elsewhere;
- (k) any fact or event shall exist or have existed that, in the Underwriter's judgment, requires or has required an amendment of or supplement to the Official Statement;
- (l) there shall have occurred or any notice shall have been given of any intended review, downgrading, suspension, withdrawal, or negative change in credit watch

status by any national rating service to any of the City's obligations which are secured by a pledge or application of the Pledged Revenues; and

- (m) the purchase of and payment for the Series 2024 Bonds by the Underwriter, or the resale of the Series 2024 Bonds by the Underwriter, on the terms and conditions herein provided shall be prohibited by any applicable law, governmental authority, board, agency or commission, other than with respect to state Blue Sky laws.

9. *Expenses.*

- (a) The Underwriter shall be under no obligation to pay, and the City shall pay all expenses incident to the performance of the City's obligations hereunder, including, but not limited to (i) the cost of preparation and printing of the Series 2024 Bonds, Preliminary Official Statement, Official Statement and any amendment or supplement thereto, (ii) the fees and disbursements of General Counsel to the City, Bond Counsel and Disclosure Counsel; (iii) the fees and disbursements of the Financial Advisor to the City; (iv) the fees and disbursements of the Bank or engineers, accountants, and other experts, consultants or advisers retained by the City, if any; and (v) all fees and expenses in connection with obtaining bond ratings. The City shall also pay for any expenses (included in the expense component of the Underwriter's discount) incurred by the Underwriter which are incidental to implementing this Agreement and the issuance of the Series 2024 Bonds, including, but not limited to, meals, transportation and lodging, if any, and any other miscellaneous closing costs.
- (b) The City acknowledges that it has had an opportunity, in consultation with such advisors as it may deem appropriate, if any, to evaluate and consider the fees and expenses being incurred as part of the issuance of the Series 2024 Bonds.
- (c) Except as provided for above, the Underwriter shall pay (i) the cost of preparation and printing of this Agreement and the Blue Sky Survey; (ii) all advertising expenses in connection with the public offering of the Series 2024 Bonds; and (iii) all other expenses incurred by them in connection with the public offering of the Series 2024 Bonds, including, without limitation, the fees and disbursements of counsel retained by the Underwriter.
- (d) If this Agreement shall be terminated by the Underwriter because of any failure or refusal on the part of the City to comply with the terms or to fulfill any of the conditions of this Agreement, or if for any reason the City shall be unable to perform its obligations under this Agreement, the City will reimburse the Underwriter for all out-of-pocket expenses (including the fees and disbursements of counsel to the Underwriter) reasonably incurred by the Underwriter in connection with this Agreement or the offering contemplated hereunder.

10. *Notices.* Any notice or other communication to be given to the City under this Agreement may be given by delivering the same in writing to City of North Miami Beach, Florida, 17011 N.E. 19th Avenue, North Miami Beach, Florida 33162, to the attention of Finance Director of the City

and any notice or other communication to be given to the Underwriter under this Agreement may be given by delivering the same in writing to RBC Capital Markets, LLC, 201 S. Orange Avenue, Suite 1005, Orlando, Florida 32801, Attention: Alex Bugallo, Director.

11. *Parties in Interest.* This Agreement as heretofore specified shall constitute the entire agreement between us and is made solely for the benefit of the City and the Underwriter (including successors or assigns of the Underwriter) and no other person shall acquire or have any right hereunder or by virtue hereof. This Agreement may not be assigned by the City. All of the City's representations, warranties and agreements contained in this Agreement shall remain operative and in full force and effect, regardless of (i) any investigations made by or on behalf of the Underwriter; (ii) delivery of and payment for the Series 2024 Bonds pursuant to this Agreement; and (iii) any termination of this Agreement.

12. *Effectiveness.* This Agreement shall become effective upon the acceptance hereof by the City and shall be valid and enforceable at the time of such acceptance.

13. *Choice of Law.* This Agreement shall be governed by and construed in accordance with the law of the State.

14. *Severability.* If any provision of this Agreement shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, or in all jurisdictions because it conflicts with any provisions of any Constitution, statute, rule of public policy, or any other reason, such circumstances shall not have the effect of rendering the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatever.

15. *Business Day.* For purposes of this Agreement, "business day" means any day on which the New York Stock Exchange is open for trading.

16. *Section Headings.* Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provisions of this Agreement.

17. *Counterparts.* This Agreement may be executed in several counterparts each of which shall be regarded as an original (with the same effect as if the signatures thereto and hereto were upon the same document) and all of which shall constitute one and the same document.

[Signature Page Follows]

If you agree with the foregoing, please sign the enclosed counterpart of this Agreement and return it to the Underwriter. This Agreement shall become a binding agreement between you and the Underwriter when at least the counterpart of this letter shall have been signed by or on behalf of each of the parties hereto.

Respectfully submitted,

RBC CAPITAL MARKETS, LLC
As Underwriter

By: _____
Alex Bugallo, Director

Dated: December ____, 2024

Signature Page – Bond Purchase Agreement by and between RBC Capital Markets, LLC and
City of North Miami Beach, Florida

ACCEPTANCE

ACCEPTED at _____ [a.m./p.m.] Eastern Time this _____ day of December, 2024.

CITY OF NORTH MIAMI BEACH, FLORIDA

By: _____
Evan S. Piper, Mayor

Signature Page – Bond Purchase Agreement by and between RBC Capital Markets, LLC and
City of North Miami Beach, Florida

SCHEDULE I

**[\$[PAR AMOUNT]]
CITY OF NORTH MIAMI BEACH, FLORIDA
SPECIAL OBLIGATION BONDS, SERIES 2024
(PARKS PROJECT)**

**MATURITIES, PRINCIPAL AMOUNTS, INTEREST RATES,
YIELDS, AND PRICES**

<u>Maturity</u> (November 1)	<u>Principal</u> <u>Amount</u>	<u>Interest Rate</u>	<u>Yield</u>	<u>Price</u>
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* Priced to first optional call date of November 1, 20__.

** Term Bonds.

Optional Redemption. The Series 2024 Bonds maturing on or prior to November 1, 20[___] are not subject to redemption at the option of the City prior to their respective dates of maturity. The Series 2024 Bonds maturing on or after November 1, 20[___] may be redeemed prior to maturity at the option of the City, as a whole or in part on November 1, 20[___], or on any date thereafter, if in part, from such maturity or maturities as the City shall designate and by lot within a maturity at the redemption price of 100% of the principal amount of the Series 2024 Bonds to be redeemed, plus accrued interest to the redemption date.

Mandatory Redemption. The Series 2024 Bonds maturing on November 1, 20[___] are subject to mandatory redemption in part by the City on November 1 in the years and in the amounts set forth below, at a redemption price of par plus accrued interest to the redemption date.

<u>Year</u>	<u>Redemption Amount</u>
-------------	--------------------------

*Final Maturity.

The Series 2024 Bonds maturing on November 1, 20[___] are subject to mandatory redemption in part by the City on November 1 in the years and in the amounts set forth below, at a redemption price of par plus accrued interest to the redemption date.

<u>Year</u>	<u>Redemption Amount</u>
-------------	--------------------------

*Final Maturity.

SCHEDULE II

DISCLOSURE STATEMENT AND TRUTH-IN-BONDING STATEMENT

December ____, 2024

Mayor and City Commission of
the City of North Miami Beach, Florida
North Miami, Florida

Re: \$[PAR AMOUNT] City of North Miami Beach, Florida Special Obligation Bonds,
Series 2024 (Parks Project)

Dear Mayor and Commission Members:

In connection with the proposed issuance by the City of North Miami Beach, Florida (the “City”) of \$[PAR AMOUNT] Special Obligation Bonds, Series 2024 (Parks Project) (the “the Series 2024 Bonds”), RBC Capital Markets, LLC (the “Underwriter”) is underwriting a public offering of the Series 2024 Bonds.

The purpose of this letter is to furnish, pursuant to the provisions of Section 218.385(6), Florida Statutes, as amended, certain information in respect of the arrangements contemplated for the purchase and sale of the Series 2024 Bonds, as follows:

(a) The nature and estimated amount of expenses to be incurred by the Underwriter in connection with the purchase of the Series 2024 Bonds are set forth in Attachment 1 attached hereto. These expenses are to be paid from the expense component of the underwriting spread.

(b) There are no “finders,” as defined in Section 218.386, Florida Statutes, as amended, connected with the sale and purchase of the Series 2024 Bonds.

(c) The underwriting spread (i.e., the difference between the price at which the Series 2024 Bonds will be initially offered to the public by the Underwriter and the price to be paid to the City for the Series 2024 Bonds) will be \$[_____] per \$1,000, or \$[_____] for the Series 2024 Bonds.

(d) As part of the estimated underwriting spread set forth in paragraph (c) above, the Underwriter will charge a management fee of \$0.00 per \$1,000 of Series 2024 Bonds issued.

(e) No other fee, bonus or other compensation is estimated to be paid by the Underwriter in connection with the issuance of the Series 2024 Bonds to any person not regularly employed or retained by the Underwriter (including any “finder” as defined in Section 218.386(1)(a), Florida Statutes), except as specifically enumerated as expenses to be incurred by the Underwriter, as set forth in paragraph (a) above.

(f) The name and address of the Underwriter is:

RBC Capital Markets, LLC
201 S. Orange Avenue, Suite 1005
Orlando, Florida 32801

The purpose of the following two paragraphs is to furnish, pursuant to the provisions of Sections 218.385(2) and (3), Florida Statutes, as amended, the truth-in-bonding statement required thereby, as follows:

(a) The City is proposing to issue \$[PAR AMOUNT] of the Series 2024 Bonds for the principal purpose of (i) financing the cost of construction and improvements of parks and recreation facilities, to include basketball courts and new recreational buildings at the Washington Park facilities and (ii) paying the costs of issuance and sale of the Series 2024 Bonds. The Series 2024 Bonds are expected to be repaid over a period of approximately [__] years and [__] months. At a true interest cost of [_____]%, per annum for the Series 2024 Bonds, total interest paid over the life of the Series 2024 Bonds will be \$[_____].

(b) The source of repayment or security of the Series 2024 Bonds is the Pledged Revenues (as described in the Official Statement for the Series 2024 Bonds). Authorizing this debt will result in an average of \$[_____] (average annual debt service) for the Series 2024 Bonds of such Pledged Revenues not being available to finance other services of the City each year for approximately [__] years and [__] months.

[Signature Page Follows]

The foregoing is provided for information purposes only and shall not affect or control the actual terms and conditions of the Series 2024 Bonds.

Very truly yours,

RBC CAPITAL MARKETS, LLC,
as Underwriter

Alex Bugallo
Director

Signature Page – Disclosure Statement and Truth-in-Bonding Statement
for City of North Miami Beach, Florida Special Obligation Bonds, Series 2024 (Parks Project)

ATTACHMENT 1
Underwriter's Estimated Expenses

Series 2024 Bonds

Expense	\$/1000	\$ Amount
CUSIP		\$
DTC		
Ipreo		
Miscellaneous		
Underwriter's Counsel		
Total		\$

SCHEDULE III

**NONGOVERNMENTAL ENTITY
ANTI-HUMAN TRAFFICKING AFFIDAVIT
Section 787.06(13), Florida Statutes**

**\$ _____
City of North Miami Beach, Florida
Special Obligation Bonds, Series 2024 (Parks Project)**

I, the undersigned, am an officer or representative of RBC CAPITAL MARKETS, LLC and attest that said entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes. Under penalty of perjury, I hereby declare and affirm, to the best of my knowledge and belief, that the above stated facts are true and correct.

RBC CAPITAL MARKETS, LLC

Alex Bugallo
Director

STATE OF _____

COUNTY OF _____

SWORN TO AND SUBSCRIBED before me by means of physical presence or online notarization this ____ day of December, 2024, by Alex Bugallo, as Director on behalf RBC CAPITAL MARKETS, LLC. He is personally known to me or has produced _____ (Type of Identification) as identification.

(Notary Seal)

Signature of Notary Public

Print, Type or Stamp Name of Notary

Serial Number, if any

EXHIBIT A

Form of Issue Price Certificate

\$[PAR AMOUNT]
City of North Miami Beach, Florida
Special Obligation Bonds, Series 2024 (Parks Project)

ISSUE PRICE CERTIFICATE

The undersigned, on behalf of RBC Capital Markets, LLC (the “Underwriter”), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the “Bonds”) issued by the City of North Miami Beach, Florida (the “Issuer”).

1. [Alternative 1¹ – All Maturities Use General Rule: *Sale of the Bonds*. As of the date of this certificate, for each Maturity of the Bonds, the first price at which at least 10% of such Maturity of the Bonds was sold to the Public is the respective price listed in Schedule I.] [Alternative 2² – Select Maturities Use General Rule: *Sale of the General Rule Maturities*. As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity of the Bonds was sold to the Public is the respective price listed in Schedule I.]

2. *Initial Offering Price of the [Bonds] [Hold-the-Offering-Price Maturities]*.

a) [Alternative 1³ – All Maturities Use Hold-the-Offering-Price Rule: The Underwriter offered the Bonds to the Public for purchase at the respective initial offering prices listed in Schedule I (the “Initial Offering Prices”) on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule II.] [Alternative 2⁴ – Select Maturities Use Hold-the-Offering-Price Rule: The Underwriter offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule I (the “Initial Offering Prices”) on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule II.]

b) [Alternative 1 – All Maturities use Hold-the-Offering-Price Rule: As set forth in the Bond Purchase Agreement, the Underwriter has agreed in writing that, (i) for each Maturity of the Bonds, they would neither offer nor sell any of the unsold Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the “hold-the offering-price rule”), and (ii) any selling group agreement shall

¹ If Alternative 1 is used, delete the remainder of paragraph 1 and all of paragraph 2 and renumber paragraphs accordingly.

² If Alternative 2 is used, delete Alternative 1 of paragraph 1 and use each Alternative 2 in paragraphs 2(a) and (b).

³ If Alternative 1 is used, delete all of paragraph 1 and renumber paragraphs accordingly.

⁴ Alternative 2(a) of paragraph 2 should be used in conjunction with Alternative 2 in paragraphs 1 and 2(b).

contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. The Underwriter has not offered or sold any Maturity of the unsold Bonds at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.] [Alternative 2 - Select Maturities Use Hold-the-Offering-Price Rule: As set forth in the Bond Purchase Agreement, the Underwriter has agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the unsold Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the “hold-the-offering-price rule”), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. The Underwriter has not offered or sold any unsold Bonds of any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.]

3. *Defined Terms.*

a) [*General Rule Maturities* means those Maturities of the Bonds listed in Schedule I hereto as the “General Rule Maturities.”]

b) [*Hold-the-Offering-Price Maturities* means those Maturities of the Bonds listed in Schedule I hereto as the “Hold-the-Offering-Price Maturities.”]

c) [*Holding Period* means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date (December ____, 2024), or (ii) the date on which the Underwriter has sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.]

d) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

e) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this certificate means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

f) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is December ____, 2024.

Underwriter means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or

indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Underwriter's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Bryant Miller Olive P.A., Bond Counsel in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of Internal Revenue Service Form 8038-G, and other federal income tax advice it may give to the Issuer from time to time relating to the Bonds.

RBC CAPITAL MARKETS, LLC,
as Underwriter

By: _____
Alex Bugallo
Director

Dated: December ____, 2024

SCHEDULE I

GENERAL RULE MATURITIES

**[\$[PAR AMOUNT]]
CITY OF NORTH MIAMI BEACH, FLORIDA
SPECIAL OBLIGATION BONDS, SERIES 2024
(PARKS PROJECT)**

<u>Maturity</u> (November 1)	<u>Principal</u> <u>Amount</u>	<u>Interest Rate</u>	<u>Yield</u>	<u>Price</u>
---------------------------------	-----------------------------------	----------------------	--------------	--------------

* Priced to first optional call date of November 1, 20[____].

** Term Bonds

[HOLD THE OFFERING PRICE MATURITIES]

<u>Maturity</u> (November 1)	<u>Principal</u> <u>Amount</u>	<u>Interest Rate</u>	<u>Yield</u>	<u>Price</u>
---------------------------------	-----------------------------------	----------------------	--------------	--------------

* Priced to first optional call date of November 1, 20[____].

** Term Bonds

[SCHEDULE II]
PRICING WIRE

EXHIBIT B

Copy of Preliminary Official Statement

EXHIBIT C

FORM OF PRELIMINARY OFFICIAL STATEMENT

PRELIMINARY OFFICIAL STATEMENT DATED _____, 2024

NEW ISSUE - BOOK ENTRY ONLY
S&P:

RATINGS:

Fitch:
See "RATINGS" herein.

In the opinion of Bryant Miller Olive P.A., Bond Counsel, assuming continuing compliance by the City with certain covenants, under existing statutes, regulations, and judicial decisions, the interest on the Bonds is excluded from gross income for federal income tax purposes of the holders thereof and is not an item of tax preference for purposes of the federal alternative minimum tax; however, interest on the Bonds may be included in the "adjusted financial statement income" of certain "applicable corporations" that are subject to the 15-percent alternative minimum tax under Section 55 of the Internal Revenue Code of 1986, as amended (the "Code"). See "TAX MATTERS" herein for a description of certain other tax consequences to holders of Bonds.

\$ _____ *
CITY OF NORTH MIAMI BEACH, FLORIDA
SPECIAL OBLIGATION BONDS,
SERIES 2024
(PARKS PROJECT)

Dated: Date of Delivery

Due: November 1, as shown on the inside cover

The City of North Miami Beach, Florida (the "City") is issuing its Special Obligation Bonds, Series 2024 (Parks Project) (the "Bonds") as fully registered bonds, which initially will be registered in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"). Individual purchases will be made in book-entry form only in denominations as described herein. Purchasers of the Bonds (the "Beneficial Owners") will not receive physical delivery of the Bonds. Transfer of ownership in the Bonds will be effected through DTC's book-entry system as described herein. As long as Cede & Co. is the registered owner as nominee of DTC, principal and interest payments will be made directly to such registered owner which will in turn remit such payments to the Participants (as defined herein) for subsequent disbursement to the Beneficial Owners. Interest on the Bonds is payable on May 1 and November 1 of each year, commencing May 1, 2025. Principal of the Bonds is payable, when due, to the registered holders upon presentation and surrender at the designated corporate office of Argent Institutional Trust Company, Atlanta, Georgia, as Registrar and Paying Agent. All payments of principal of, redemption premium, if applicable, and interest on the Bonds shall be payable in lawful money of the United States of America.

Certain of the Bonds are subject to optional and mandatory redemption prior to their stated dates of maturity as set forth herein. See "DESCRIPTION OF THE BONDS – Redemption Provisions" herein.

The Bonds are being issued pursuant to the authority of, and in full compliance with, the Constitution and laws of the State of Florida, Chapter 166, Part II, Florida Statutes; the Charter of the City, and other applicable provisions of law; and Resolution No. ____ adopted by the City Commission of the City (the "Commission") on _____, 2024, as it may be amended and supplemented from time to time (the "Resolution"). All terms used herein in capitalized form and not otherwise defined shall have the meanings ascribed thereto in the Resolution.

Pursuant to the Resolution, the City covenants and agrees to appropriate in its annual budget for each Fiscal Year in which the Bonds remain Outstanding, sufficient amounts of Non-Ad Valorem Revenues for the payment of principal of and interest on the Bonds in each such Fiscal Year. "Pledged Revenues" consist of Non-Ad Valorem Revenues budgeted, appropriated and deposited as provided in the Resolution, and amounts on deposit from time to time in the Debt Service Fund, as provided in the Resolution. The obligation of the City to budget, appropriate, deposit and make payments pursuant to the Resolution from its Non-Ad Valorem Revenues is subject to the availability of Non-Ad Valorem Revenues after the satisfaction of the funding requirements for obligations having an express lien on or pledge of such revenues and the funding requirements for essential governmental services of the City, as more fully described herein and in the Resolution. Notwithstanding the foregoing, the City has not covenanted to maintain or continue any activities, services or programs now maintained or provided by the City, including those programs and services which generate user service charges, regulatory fees or other Non-Ad Valorem Revenues. See "SECURITY FOR THE BONDS" and "DEBT SERVICE REQUIREMENTS" herein.

THE BONDS SHALL NOT BE OR CONSTITUTE GENERAL OBLIGATIONS OR INDEBTEDNESS OF THE CITY AS "BONDS" WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION, BUT SHALL BE SPECIAL OBLIGATIONS OF THE CITY, PAYABLE SOLELY FROM AND SECURED BY A LIEN UPON AND PLEDGE OF THE PLEDGED REVENUES. NO HOLDER OF ANY BOND SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY AD VALOREM TAXING POWER TO PAY SUCH BOND, FOR THE PAYMENT OF ANY AMOUNTS PAYABLE UNDER THE RESOLUTION, OR IN ORDER TO MAINTAIN ANY SERVICES OR PROGRAMS THAT GENERATE NON-AD VALOREM REVENUES, OR BE ENTITLED TO PAYMENT OF SUCH BOND FROM ANY MONEYS OF THE CITY EXCEPT FROM THE PLEDGED REVENUES IN THE MANNER PROVIDED IN THE RESOLUTION.

The Bonds are being issued for the purpose of (1) constructing and improving parks and recreation facilities, to include basketball courts and new recreational buildings at the Washington Park facilities, and (2) paying certain costs of issuance incurred with respect thereto.

This cover page contains certain information for quick reference only. It is not, and is not intended to be, a summary of this issue. Investors must read the entire Official Statement to obtain information essential to making an informed investment decision.

The Bonds are offered when, as and if issued by the City and accepted by the Underwriter, subject to the approving legal opinion of Bryant Miller Olive P.A., Miami, Florida, Bond Counsel, and certain other conditions. Certain legal matters will be passed upon for the City by Greenspoon Marder, LLP, Miami, Florida, City Attorney, and Bryant Miller Olive P.A., Miami, Florida, Disclosure Counsel. Certain legal matters for the Underwriter will be passed on by its counsel, Greenburg Traurig, P.A., Miami, Florida. PFM Financial Advisors, LLC, Coral Gables, Florida, has served as financial advisor to the City with respect to the offering of the Bonds. It is expected that settlement for the Bonds will occur through the facilities of DTC in New York, New York on or about _____, 2024.

RBC CAPITAL MARKETS

Dated: _____, 2024

* Preliminary, subject to change.

\$ _____ *

**CITY OF NORTH MIAMI BEACH, FLORIDA
SPECIAL OBLIGATION BONDS, SERIES 2024
(PARKS PROJECT)**

**MATURITIES, AMOUNTS, INTEREST RATES, PRICES,
AND INITIAL CUSIP NUMBERS**

\$ _____ * Serial Bonds

Maturity (November 1)*	Amount*	Interest Rate	Price	Initial CUSIP Numbers**
2025				
2026				
2027				
2028				
2029				
2030				
2031				
2032				
2033				
2034				
2035				
2036				
2037				
2038				
2039				
2040				
2041				
2042				
2043				
2044				
2045				
2046				
2047				
2048				
2049				
2050				
2051				
2052				
2053				
2054				

\$ _____ * _____ % Term Bonds due on November 1, 20__ * Price _____ – Yield _____ % - Initial CUSIP
Number _____ **

* Preliminary, subject to change.

** Neither the City nor the Underwriter is responsible for the use of the CUSIP Numbers referenced herein nor is any representation made by the City or the Underwriter as to their correctness. The CUSIP Numbers provided herein are included solely for the convenience of the readers of this Official Statement.

RED HERRING LANGUAGE:

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the Bonds in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration, qualification or exemption under the securities laws of such jurisdiction. The City has deemed this Preliminary Official Statement "final," except for certain permitted omissions, within the contemplation of Rule 15c2-12 promulgated by the Securities and Exchange Commission.

CITY OF NORTH MIAMI BEACH, FLORIDA

17011 Northeast 19th Avenue
North Miami Beach, Florida 33162

MEMBERS OF THE CITY COMMISSION

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

CITY MANAGER

Mario A. Diaz

CITY CLERK

Andrise Bernard, MMC

FINANCE DIRECTOR

Sophia Taylor

CITY ATTORNEY

Greenspoon Marder LLP
Miami, Florida

BOND AND DISCLOSURE COUNSEL

Bryant Miller Olive P.A.
Miami, Florida

FINANCIAL ADVISOR

PFM Financial Advisors LLC
Coral Gables, Florida

No dealer, broker, salesman or other person has been authorized by the City or the underwriter listed on the cover page hereof (the "Underwriter") to give any information or to make any representations in connection with the Bonds, other than as contained in this Official Statement, and, if given or made, such information or representations must not be relied upon as having been authorized by the City or the Underwriter. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the Bonds by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale.

The Underwriter has reviewed the information in this Official Statement in accordance with, and as part of their responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information. The information set forth herein has been obtained from the City, DTC and other sources that are believed to be reliable, but is not guaranteed as to accuracy or completeness and is not to be construed as a representation by the City with respect to any information provided by others. The information and expressions of opinion stated herein are subject to change, and neither the delivery of this Official Statement nor any sale made hereunder shall create, under any circumstances, any implication that there has been no change in the matters described herein since the date hereof.

All summaries herein of documents and agreements are qualified in their entirety by reference to such documents and agreements, and all summaries herein of the Bonds are qualified in their entirety by reference to the form thereof included in the aforesaid documents and agreements.

NO REGISTRATION STATEMENT RELATING TO THE BONDS HAS BEEN FILED WITH THE SECURITIES AND EXCHANGE COMMISSION (THE "SEC") OR WITH ANY STATE SECURITIES COMMISSION. IN MAKING ANY INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATIONS OF THE CITY AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THE BONDS HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SEC OR ANY STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. THE FOREGOING AUTHORITIES HAVE NOT PASSED UPON THE ACCURACY OR ADEQUACY OF THIS OFFICIAL STATEMENT. ANY REPRESENTATION TO THE CONTRARY MAY BE A CRIMINAL OFFENSE.

THIS OFFICIAL STATEMENT DOES NOT CONSTITUTE A CONTRACT BETWEEN THE CITY OR THE UNDERWRITERS AND ANY ONE OR MORE OF THE OWNERS OF THE BONDS.

THE ORDER AND PLACEMENT OF MATERIALS IN THIS OFFICIAL STATEMENT, INCLUDING THE APPENDICES, ARE NOT TO BE DEEMED A DETERMINATION OF RELEVANCE, MATERIALITY OR IMPORTANCE, AND THIS OFFICIAL STATEMENT, INCLUDING THE APPENDICES, MUST BE CONSIDERED IN ITS ENTIRETY. THE CAPTIONS AND HEADINGS IN THIS OFFICIAL STATEMENT ARE FOR CONVENIENCE ONLY AND IN NO WAY DEFINE, LIMIT OR DESCRIBE THE SCOPE OR INTENT, OR AFFECT THE MEANING OR CONSTRUCTION, OF ANY PROVISIONS OR SECTIONS IN THIS OFFICIAL STATEMENT. THE OFFERING OF THE BONDS IS MADE ONLY BY MEANS OF THIS ENTIRE OFFICIAL STATEMENT.

CERTAIN STATEMENTS INCLUDED OR INCORPORATED BY REFERENCE IN THIS OFFICIAL STATEMENT CONSTITUTE "FORWARD-LOOKING STATEMENTS." SUCH STATEMENTS GENERALLY ARE IDENTIFIABLE BY THE TERMINOLOGY USED, SUCH AS "PLAN," "EXPECT," "ESTIMATE," "BUDGET" OR OTHER SIMILAR WORDS. THE ACHIEVEMENT OF CERTAIN RESULTS

OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS THAT MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS DESCRIBED TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. THE CITY DOES NOT PLAN TO ISSUE ANY UPDATES OR REVISIONS TO THOSE FORWARD-LOOKING STATEMENTS IF OR WHEN ITS EXPECTATIONS OR EVENTS, CONDITIONS OR CIRCUMSTANCES ON WHICH SUCH STATEMENTS ARE BASED OCCUR, SUBJECT TO ANY CONTRACTUAL OR LEGAL RESPONSIBILITIES TO THE CONTRARY.

THIS OFFICIAL STATEMENT IS BEING PROVIDED TO PROSPECTIVE PURCHASERS IN EITHER BOUND OR PRINTED FORMAT ("ORIGINAL BOUND FORMAT"), OR IN ELECTRONIC FORMAT ON THE FOLLOWING WEBSITES: WWW.MUNIOS.COM AND WWW.EMMA.MSRB.ORG. THIS OFFICIAL STATEMENT MAY BE RELIED ON ONLY IF IT IS IN ITS ORIGINAL BOUND FORMAT, OR IF IT IS PRINTED OR SAVED IN FULL DIRECTLY FROM THE AFOREMENTIONED WEBSITES.

REFERENCES TO WEBSITE ADDRESSES PRESENTED HEREIN ARE FOR INFORMATIONAL PURPOSES ONLY AND MAY BE IN THE FORM OF A HYPERLINK SOLELY FOR THE READER'S CONVENIENCE. UNLESS SPECIFIED OTHERWISE, SUCH WEBSITES AND THE INFORMATION OR LINKS CONTAINED THEREIN ARE NOT INCORPORATED INTO, AND ARE NOT PART OF, THIS OFFICIAL STATEMENT FOR PURPOSES OF RULE 15c2-12.

TABLE OF CONTENTS

	<u>Page</u>
INTRODUCTION	1
THE CITY.....	1
BOOK-ENTRY ONLY SYSTEM.....	2
DESCRIPTION OF THE BONDS.....	4
General	4
Redemption Provisions	5
Negotiability, Registration, Transfer and Exchange	6
Bonds Mutilated, Destroyed, Stolen, or Lost	6
SECURITY FOR THE BONDS	7
Bonds Not General Obligations	7
Pledged Revenues.....	7
Covenant to Budget and Appropriate	7
Additional Debt	8
Funds and Accounts.....	8
Flow of Funds.....	9
No Debt Service Reserve Fund	10
ESTIMATED SOURCES AND USES OF FUNDS	10
ARTICLE I DEBT SERVICE REQUIREMENTS	11
DESCRIPTION OF NON-AD VALOREM REVENUES.....	11
General	11
Taxes	12
Licenses and Permits	17
Intergovernmental Revenues	17
Charges for Services	22
Fines and Forfeitures	22
Miscellaneous Non-Ad Valorem Revenue	22
Historical Receipt of Non-Ad Valorem Revenues.....	22
Debt of City Secured by or Payable from Non-Ad Valorem Revenues	23
CERTAIN FINANCIAL MATTERS	25
General	25
Governmental Funds.....	25
Classification of Local Government Expenditures.....	28
ABILITY TO BE SUED, JUDGMENTS ENFORCEABLE	28
FLORIDA CONSTITUTIONAL LIMITATIONS AND PROPERTY TAX REFORM	28
INVESTMENT CONSIDERATIONS	33
Spread of Highly Contagious, Epidemic, or Pandemic Diseases (COVID-19).....	33
Climate Change and Natural Disasters	34
Cybersecurity	34
Economic Factors	35
LEGAL MATTERS.....	35
FINANCIAL ADVISOR.....	36
LITIGATION	36
TAX MATTERS.....	36
General	36
Other Tax Matters	37

Information Reporting and Backup Withholding	38
Tax Treatment of Original Issue Discount	38
Tax Treatment of Bond Premium	38
UNDERWRITING	39
RATINGS	39
FINANCIAL STATEMENTS.....	40
CONTINUING DISCLOSURE	40
DISCLOSURE REQUIRED BY FLORIDA BLUE SKY REGULATIONS	41
ENFORCEABILITY OF REMEDIES	41
CONTINGENT FEES	41
ACCURACY AND COMPLETENESS OF OFFICIAL STATEMENT.....	41
AUTHORIZATION OF AND CERTIFICATION CONCERNING OFFICIAL STATEMENT	42
APPENDIX A: CITY OF NORTH MIAMI BEACH, FLORIDA GENERAL INFORMATION	
APPENDIX B: ANNUAL COMPREHENSIVE FINANCIAL REPORT FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023	
APPENDIX C: FORM OF RESOLUTION	
APPENDIX D: PROPOSED FORM OF BOND COUNSEL OPINION	
APPENDIX E: FORM OF DISCLOSURE DISSEMINATION AGENT AGREEMENT	

OFFICIAL STATEMENT
relating to

\$_____*

CITY OF NORTH MIAMI BEACH, FLORIDA
SPECIAL OBLIGATION BONDS, SERIES 2024
(PARKS PROJECT)

INTRODUCTION

This Official Statement is provided by the City of North Miami Beach, Florida (the "City"), including the cover page, inside cover page and Appendices attached hereto, in order to set forth certain information regarding the City and the City's aggregate principal amount of \$_____* Special Obligation Bonds, Series 2024 (Parks Project) (the "Bonds"), authorized by , the Constitution and laws of the State of Florida (the "State"), Chapter 166, Part II, Florida Statutes; the Charter of the City, Resolution No. ____ adopted by the City Commission of the City (the "Commission") on _____, 2024, as may be amended and supplemented from time to time (the "Resolution").

All capitalized terms used in this Official Statement not otherwise defined herein shall have the same meaning ascribed thereto in the Resolution. Descriptions of the terms and conditions of the Bonds are set forth in the Resolution, the form of which is attached to this Official Statement as APPENDIX C. The descriptions of the Bonds, the documents authorizing and securing the same, and the information from various reports and statements contained herein are not comprehensive or definitive. All references herein to such documents, reports and statements are qualified by the entire, actual content of such documents, reports and statements. Copies of such documents, reports and statements referred to herein that are not included in their entirety in this Official Statement may be obtained from the City at 17011 NE 19th Avenue, North Miami Beach, Florida 33162, Attention: City Clerk. The attached appendices are integral parts of the Official Statement and must be read together with all the statements contained herein.

The Bonds are being issued for the purpose of (1) constructing and improving parks and recreation facilities, to include basketball courts and new recreational buildings at the Washington Park facilities (the "Project"), and (2) paying certain costs of issuance incurred with respect thereto.

THE CITY

The City was incorporated on October 4, 1926, and operates under a Commission-Manager form of government. The Commission is comprised of the Mayor and six Commission members. Together they are responsible for enacting ordinances, resolutions and regulations governing the City as well as appointing the members of various advisory boards, the City Manager, City Attorney and City Clerk. As Chief Administrative Officer, the City Manager is responsible for the enforcement of laws and ordinances; appointing and supervising the department directors of the City; submitting the proposed annual budget; advising the Commission as to the financial condition of the City; and overseeing the day-to-day operations of the City.

The City is a first-tier suburb covering an area of five and a third square miles located in northeastern Miami-Dade County, Florida (the "County") which is in the southeast part of the State. The

City is located midway between Fort Lauderdale and Miami. The City provides a full range of municipal services for its citizens. These include public safety (fire protection is provided by the County), water, sewer, and stormwater utilities, public works, parks and recreation facilities, public library, code compliance, planning and zoning, economic development, and general and administrative services. A franchise contractor provides the City's sanitation services. The City is home to an estimated 42,507 residents.

For additional information concerning the City, see "APPENDIX A – CITY OF NORTH MIAMI BEACH, FLORIDA GENERAL INFORMATION" attached hereto.

BOOK-ENTRY ONLY SYSTEM

THE FOLLOWING INFORMATION CONCERNING THE DEPOSITORY TRUST COMPANY ("DTC") AND DTC'S BOOK-ENTRY ONLY SYSTEM HAS BEEN OBTAINED FROM SOURCES THAT THE CITY BELIEVES TO BE RELIABLE. THE CITY TAKES NO RESPONSIBILITY FOR THE ACCURACY THEREOF.

SO LONG AS CEDE & CO. IS THE REGISTERED OWNER OF THE BONDS, AS NOMINEE OF DTC, CERTAIN REFERENCES IN THIS OFFICIAL STATEMENT TO THE BONDHOLDERS OR REGISTERED HOLDERS OF THE BONDS SHALL MEAN CEDE & CO. AND WILL NOT MEAN THE BENEFICIAL OWNERS OF THE BONDS. THE DESCRIPTION WHICH FOLLOWS OF THE PROCEDURES AND RECORD KEEPING WITH RESPECT TO BENEFICIAL OWNERSHIP INTERESTS IN THE BONDS, PAYMENT OF INTEREST AND PRINCIPAL ON THE BONDS TO DIRECT PARTICIPANTS (AS HEREINAFTER DEFINED) OR BENEFICIAL OWNERS OF THE BONDS, CONFIRMATION AND TRANSFER OF BENEFICIAL OWNERSHIP INTERESTS IN THE BONDS, AND OTHER RELATED TRANSACTIONS BY AND BETWEEN DTC, THE DIRECT PARTICIPANTS AND BENEFICIAL OWNERS OF THE BONDS IS BASED SOLELY ON INFORMATION FURNISHED BY DTC. ACCORDINGLY, THE CITY NEITHER MAKES NOR CAN MAKE ANY REPRESENTATIONS CONCERNING THESE MATTERS.

DTC will act as securities depository for the Bonds. The Bonds will be issued as fully registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully registered Bond certificate will be issued for each maturity of each series of the Bonds as set forth in the inside cover of this Official Statement in the aggregate principal amount thereof, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments from over 100 countries that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly owned subsidiary of

The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). The Direct Participants and the Indirect Participants are collectively referred to herein as the "DTC Participants." DTC has an S&P Global Ratings ("S&P") rating of AA+. The DTC Rules applicable to its DTC Participants are on file with the Securities and Exchange Commission (the "SEC"). More information about DTC can be found at www.dtcc.com.

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bondholder ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of the Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the security documents. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the Registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Bonds within a maturity are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such maturity to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its

usual procedures, DTC mails an Omnibus Proxy to the City as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds and distributions on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the City or the Paying Agent, on the payment date in accordance with their respective holdings shown on DTC's records. Payments by DTC Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such DTC Participant and not of DTC, the Paying Agent, or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal, premium, if any, and interest on the Bonds, as applicable, to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the City and/or the Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the City or the Paying Agent. Under such circumstances, in the event that a successor depository is not obtained, the Bond certificates are required to be printed and delivered.

The City may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Bond certificates will be printed and delivered to DTC. See "APPENDIX C - FORM OF RESOLUTION" for more information.

DESCRIPTION OF THE BONDS

General

The principal of and the interest on the Bonds shall be payable in any coin or currency of the United States of America which on the respective dates of payment thereof is legal tender for the payment of public and private debts. The principal of the Bonds shall be payable only to the registered Holder or his legal representative at the principal corporate trust office of Argent Institutional Trust Company, Atlanta, Georgia, as Registrar and Paying Agent (the "Paying Agent"), and payment of the interest on the Bonds shall be made by the Paying Agent on each May 1st and November 1st (each an "Interest Payment Date"), commencing May 1, 2025, to the Person appearing on the registration books of the City as the registered Holder thereof, by electronic means, draft or check mailed to such registered Holder at his address as it appears on such registration books or delivered to Cede & Co., as registered owner thereof and will be redistributed by DTC and the DTC Participants. The Bonds will be issued initially as book-entry obligations and held by DTC as securities depository. See "BOOK-ENTRY ONLY SYSTEM" above.

Each Bond shall bear interest from the Interest Payment Date next preceding the date on which it is authenticated, unless authenticated on an Interest Payment Date, in which case it shall bear interest from such Interest Payment Date, or, unless authenticated prior to the first Interest Payment Date, in which case it shall bear interest from its date; provided, however, that if at the time of authentication interest is in default, such Bond shall bear interest from the date to which interest shall have been paid.

Redemption Provisions

Optional Redemption of the Bonds. The Bonds maturing on or after November 1, 20__ , may be redeemed prior to maturity at the option of the City, as a whole or in part on _____ 1, 20__ , or on any date thereafter, if in part, from such maturity or maturities as the City shall designate and by lot within a maturity at the redemption price of 100% of the principal amount of the Bonds to be redeemed, plus accrued interest to the redemption date.

Mandatory Redemption of the Bonds. The Bonds maturing on November 1, 20__ are subject to mandatory redemption in part by the City on November 1 in the years and in the amounts set forth below, at a redemption price of par plus accrued interest to the redemption date.

Year	Redemption Amount
------	----------------------

* Maturity

Notice of Redemption. Unless provided otherwise by subsequent resolution of the City, notice of such redemption shall, at least thirty (30) days but not more than sixty (60) days, prior to the redemption date, be filed with the Registrar; and mailed, postage prepaid, to all Holders of Bonds to be redeemed at their addresses as they appear on the registration books provided for in the Resolution, but failure to mail such notice to one or more Holders of Bonds shall not affect the validity of the proceedings for such redemption with respect to Holders of Bonds to which notice was duly mailed under the Resolution. Each such notice shall set forth the date fixed for redemption, the redemption premium to be paid and, if less than all of the Bonds of one maturity are to be called, the distinctive numbers of such Bonds to be redeemed and in the case of Bonds to be redeemed in part only, the portion of the principal amount thereof to be redeemed.

In the case of an optional redemption, any notice of redemption may state that (1) it is conditioned upon the deposit of moneys, in an amount equal to the amount necessary to effect the redemption, with the Registrar, Paying Agent or a fiduciary institution acting as escrow agent no later than the redemption date or (2) the City retains the right to rescind such notice on or prior to the scheduled redemption date (in either case, a "Conditional Redemption"), and such notice and optional redemption shall be of no effect if such moneys are not so deposited or if the notice is rescinded as described in the Resolution. Any such notice of Conditional Redemption shall be captioned "Conditional Notice of Redemption." Any Conditional Redemption may be rescinded at any time prior to the redemption date if the Finance Director delivers a written direction to the Registrar directing the Registrar to rescind the redemption notice. The Registrar shall give prompt notice of such rescission to the affected Bondholders. Any Bonds subject to Conditional Redemption where redemption has been rescinded shall remain Outstanding, and neither the rescission nor the failure by the City to make such funds available shall constitute an Event of Default under the Resolution. The Registrar shall give immediate notice to the securities information repositories and the affected Bondholders that the redemption did not occur and that the Bonds called for redemption and not so paid remain Outstanding.

Redemption of Portions of the Bonds. If less than all of the Bonds shall be called for redemption, the particular Bonds shall be selected by lot in such reasonable manner as the Registrar in its discretion may determine. Upon surrender of any Bond for redemption in part only, the Registrar shall authenticate and deliver to the Holders thereof, the cost of which shall be paid by the City, a new Bond of an Authorized Denomination equal to the unredeemed portion of the Bond surrendered.

Negotiability, Registration, Transfer and Exchange

So long as Bonds are registered in the name of DTC or its nominee, the following paragraphs relating to registration, transfer, and exchange of Bonds do not apply to the Bonds.

The Registrar shall keep books for the registration of and for the registration of transfers of the Bonds as provided in the Resolution. The transfer of any Bond may be registered only upon such books and only upon surrender thereof to the Registrar together with an assignment duly executed by the Bondholder or his attorney or legal representative in such form as shall be satisfactory to the Registrar. Upon any such registration of transfer the City shall execute and the Registrar shall authenticate and deliver in exchange for such Bond, a new Bond or Bonds registered in the name of the transferee, and in an aggregate principal amount equal to and of the same type and Series as the principal amount of such Bond or Bonds so surrendered.

In all cases in which Bonds shall be exchanged, the City shall execute and the Registrar shall authenticate and deliver, at the earliest practicable time, Bonds of the same type in accordance with the provisions of this Resolution. All Bonds surrendered in any such exchange or registration of transfer shall forthwith be canceled by the Registrar. The City or the Registrar may make a charge for every such exchange or registration of transfer of Bonds sufficient to reimburse it for any tax or other governmental charge required to be paid with respect to such exchange or registration of transfer, but no other charge shall be made to any Bondholder for the privilege of exchanging or registering the transfer of Bonds under the provisions of the Resolution. Neither the City nor the Registrar shall be required to make any such exchange or registration of transfer of Bonds during the fifteen (15) days immediately preceding any Principal Payment Date or redemption date.

Any Bonds, upon surrender thereof at the principal corporate trust office of the Registrar, together with an assignment duly executed by the Bondholder or his attorney or legal representative in such form as shall be satisfactory to the Registrar, may, at the option of the Bondholder, be exchanged for an aggregate principal amount of Bonds equal to the principal amount of and of the same type and Series as the Bond or Bonds so surrendered. The Registrar shall make provision for the exchange of Bonds at the principal corporate trust office of the Registrar.

Bonds Mutilated, Destroyed, Stolen, or Lost

In case any Bond shall become mutilated, or be destroyed, stolen or lost, the City may in its discretion cause to be executed, and the Registrar shall authenticate and deliver, a new Bond of like date and tenor as the Bond so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Bond upon surrender and cancellation of such mutilated Bond or in lieu of and substitution for the Bond destroyed, stolen or lost, and upon the Holder furnishing the City and the Registrar proof of his ownership thereof and satisfactory indemnity and complying with such other reasonable regulations and conditions as the City and the Registrar may prescribe and paying such expenses as the City and the

Registrar may incur. All Bonds so surrendered shall be canceled by the Registrar and shall be in no further force or effect. If any of the Bonds shall have matured or be about to mature, instead of issuing a substitute Bond, the City may pay the same, upon being indemnified as aforesaid, and if such Bond be lost, stolen or destroyed, without surrender thereof.

Any such duplicate Bonds issued pursuant to the Resolution shall constitute original, additional contractual obligations on the part of the City whether or not the lost, stolen or destroyed Bonds be at any time found by anyone, and such duplicate Bonds shall be entitled to equal and proportionate benefits and rights as to lien on the Pledged Revenues to the same extent as all other Bonds issued under the Resolution.

SECURITY FOR THE BONDS

Bonds Not General Obligations

THE BONDS SHALL NOT BE OR CONSTITUTE GENERAL OBLIGATIONS OR INDEBTEDNESS OF THE CITY AS "BONDS" WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION, BUT SHALL BE SPECIAL OBLIGATIONS OF THE CITY, PAYABLE SOLELY FROM AND SECURED BY A LIEN UPON AND PLEDGE OF THE PLEDGED REVENUES. NO HOLDER OF ANY BOND SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY AD VALOREM TAXING POWER TO PAY SUCH BOND, FOR THE PAYMENT OF ANY AMOUNTS PAYABLE UNDER THE RESOLUTION, OR IN ORDER TO MAINTAIN ANY SERVICES OR PROGRAMS THAT GENERATE NON-AD VALOREM REVENUES, OR BE ENTITLED TO PAYMENT OF SUCH BOND FROM ANY MONEYS OF THE CITY EXCEPT FROM THE PLEDGED REVENUES IN THE MANNER PROVIDED IN THE RESOLUTION.

Pledged Revenues

The payment of the principal of and interest on the Series 2024 Bonds shall be secured by a lien on the Non-Ad Valorem Revenues budgeted, appropriated and deposited as provided in the Resolution, and amounts on deposit from time to time in the Debt Service Fund, as provided in the Resolution (the "Pledged Revenues").

"Non-Ad Valorem Revenues" means all revenues and taxes of the City derived from any source whatsoever, other than ad valorem taxation on real and personal property, which are legally available to make the payments on the Bonds.

Covenant to Budget and Appropriate

The City has covenanted and agreed in the Resolution and has a positive and affirmative duty to appropriate in its annual budget for each Fiscal Year in which the Bonds remain Outstanding, sufficient amounts of Non-Ad Valorem Revenues for the payment of principal of and interest on the Bonds in each such Fiscal Year. Such covenant and agreement on the part of the City shall be for the term of the Bonds and be cumulative and shall continue until all payments of principal of and interest on the Bonds shall have been budgeted, appropriated and actually paid. The City has agreed in the Resolution that this covenant and agreement to budget and appropriate Non-Ad Valorem Revenue shall be deemed to be entered into for the benefit of the Holders of the Bonds and that this obligation may be enforced in a court of competent jurisdiction.

This covenant and agreement shall not be construed as a limitation on the ability of the City to pledge all or a portion of such Non-Ad Valorem Revenues for other legally permissible purposes. Nothing in the Resolution shall be deemed to pledge ad valorem taxation revenues or to permit or constitute a mortgage upon any assets owned by the City and no Person may compel the levy of ad valorem taxes on real or personal property within the boundaries of the City for the payment of the City's obligations under the Resolution. The Bonds shall not be or constitute general obligations or indebtedness of the City as "bonds" within the meaning of the Constitution of the State. The obligation of the City to appropriate Non-Ad Valorem Revenues shall be subject in all respects to the obligation of the City to provide for essential governmental services and further shall be subject to the provisions of Section 166.241, Florida Statutes. Notwithstanding any provisions of the Resolution to the contrary, the City shall not be obligated to exercise ad valorem taxing power to maintain or continue any of the activities of the City which generate user service charges, regulatory fees or other Non-Ad Valorem Revenues.

Additional Debt

The City will not issue any additional obligations payable from Non-Ad Valorem Revenues, nor voluntarily create or cause to be created any debt, lien, pledge, assignment, encumbrance or other charge against Non-Ad Valorem Revenues, or any part thereof, except as set forth below and with certification of the City that:

(A) No additional indebtedness payable from or secured by Non-Ad Valorem Revenues shall be issued by the City unless the City certifies that the average of Non-Ad Valorem Revenues available for debt service for the prior two (2) Fiscal Years equals at least 150% of the maximum annual debt service on all debt payable from such Non-Ad Valorem Revenues, including the maximum annual debt service on the debt proposed to be issued. The foregoing calculation shall be determined using the average of actual receipts for the prior two (2) Fiscal Years based on the Issuer's annual audited financial statements for such Fiscal Years.

For the purpose of calculating annual debt service on any indebtedness which bears interest at a variable rate, such indebtedness shall be deemed to bear interest at the greater of (i) 1.25 times the most recently published Revenue Bond Index of The Bond Buyer, or (ii) 1.25 times actual average interest rate during the prior Fiscal Year of the Issuer. Annual debt service on (i) debt that constitutes Balloon Indebtedness bearing interest at a fixed interest rate or (ii) at a variable rate that constitutes Balloon Indebtedness, shall be determined assuming it is amortized over 20 years on an approximately level annual debt service basis. "Balloon Indebtedness" shall mean debt 25% or more of the original principal amount of which matures during any one Fiscal Year.

(B) In the event any additional obligations are issued for the purpose of refunding any debt then outstanding, the conditions of this anti-dilution test shall not apply, provided that the issuance of such additional obligations shall result in a reduction of the aggregate debt service on the applicable debt obligation.

(C) No Event of Default exists.

Funds and Accounts

The City has covenanted and agreed to establish a separate fund to be designated the "Construction Fund" with a depository in the State, which is a member of the Federal Deposit Insurance

Corporation and which is eligible under the laws of the State to receive municipal funds. The proceeds, including accrued interest and premium, if any, received from the sale of any or all of the Bonds shall be deposited into the Construction Fund. Withdrawals from the Construction Fund shall be made only for such purposes of paying the costs of the Project. The Issuer's share of any liquidated damages or other moneys paid by defaulting contractors or their sureties, and all proceeds of insurance compensating for damages to the Project during the period of construction, shall be deposited in the Construction Fund.

When the moneys on deposit in the Construction Fund exceed the estimated disbursements on the account of the Project for the next 90 days, the City may direct the depository bank to invest such excess funds in direct obligations of or obligations the principal of and interest on which are guaranteed by the United States of America, which shall be subject to redemption at any time at face value by the holder thereof. The earnings from any such investment shall be deposited in the Construction Fund.

All moneys deposited in the Construction Fund shall be and constitute a trust fund created for the purposes stated, and there is hereby created a lien upon such fund in favor of the Holders of the Bonds until the moneys thereof shall have been applied in accordance with the Resolution.

The City has also covenanted and agreed to establish a separate fund to be designated the "Revenue Fund" and the "Debt Service Fund." Moneys in the aforementioned funds, other than the Rebate Fund, until applied in accordance with the provisions with the Resolution, shall be subject to a lien and charge in favor of the Holder and for the further security of the Holder. The City may, but shall not be required to, at any time and from time to time appoint one or more depositories to hold, for the benefit of the Holder, any one or more of the funds and accounts established by the Resolution. Such depository or depositories shall perform at the direction of the City the duties of the City in depositing, transferring and disbursing moneys to and from each of such funds as set forth in the Resolution. Any such depository shall be a qualified public depository pursuant to Chapter 280, Florida Statutes.

All deposits into the funds created by the Resolution shall be deemed to be held in trust by the City for the benefit of the Holder for the purposes herein provided and used and applied only for the purposes and in the manner provided in the Resolution.

Flow of Funds

The City shall credit the Pledged Revenues to the Revenue Fund. The moneys in the Revenue Fund shall be deposited or credited on or before the last Business Day of each month, commencing with the month in which delivery of the Bonds shall be made to the Holders or such later date, in the following manner and in the following order of priority:

- (1) Debt Service Fund. The City shall deposit into or credit to the Debt Service Fund the sum which, together with the balance in said fund, shall be equal to the interest and the principal amount on the Bonds accrued and unpaid and to accrue to the end of the then current calendar month. Moneys in the Debt Service Fund shall be used to pay principal of and interest on the Bonds as and when the same become due, whether by redemption or otherwise, and for no other purpose. In determining the amount to deposit for principal, the City shall take into account that portion of the principal due on the next principal payment date which would have accrued on said Bonds during the then current calendar month if such principal amounts were deemed to accrue monthly (assuming that a year consists of twelve (12) equivalent calendar months of thirty (30) days each) in equal amounts from the next preceding principal payment

due date, or, if there is no such preceding principal payment due date, from a date one year preceding the due date of such principal amount. The City shall adjust the amount of the deposit into the Debt Service Fund not later than the month immediately preceding any payment date so as to provide sufficient moneys in the Debt Service Fund to pay the principal of and interest on the Bonds coming due on such payment date.

(2) Balance. The balance of any moneys after the deposits required by the Resolution may be transferred to any appropriate fund or account of the City or may be used for any lawful purpose.

The City, in its discretion, may use moneys in the Debt Service Fund to prepay the principal or interest coming due in future years under the terms and conditions as provided in the Bonds.

On the date established for payment of any principal of or redemption price, if applicable, or interest on the Bonds, the City shall withdraw from the Debt Service Fund sufficient moneys to pay such principal or redemption price, if applicable, or interest and pay to the Holders.

No Debt Service Reserve Fund

The City has not established a reserve fund or account to secure the Bonds.

ESTIMATED SOURCES AND USES OF FUNDS

The proceeds to be received from the sale of the Bonds are expected to be applied as follows:

SOURCES OF FUNDS FOR THE BONDS:

Par Amount of Bonds	\$ _____
Plus/Minus [Net] Bond Premium/Discount	_____
TOTAL SOURCES	\$ _____

USES OF FUNDS FOR THE BONDS:

Deposit to the Construction Fund	\$ _____
Costs of Issuance ⁽¹⁾	_____
TOTAL USES	\$ _____

⁽¹⁾ Includes, without limitation, Underwriter's discount, legal, accounting and financial advisory fees, printing costs, and other costs associated with the issuance of the Bonds.

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DEBT SERVICE REQUIREMENTS

Year Ending (November 1)	Bonds			[Outstanding Parity Bonds Annual Debt Service]	Total Annual Debt Service
	Principal	Interest	Annual Debt Service		
2025					
2026					
2027					
2028					
2029					
2030					
2031					
2032					
2033					
2034					
2035					
2036					
2037					
2038					
2039					
2040					
2041					
2042					
2043					
2044					
2045					
2046					
2047					
2048					
2049					
2050					
2051					
2052					
2053					
2054					
Total					

DESCRIPTION OF NON-AD VALOREM REVENUES

General

The City generally receives two primary sources of revenue: ad valorem taxes and non-ad valorem revenues. Ad valorem taxes may not be pledged for the payment of debt obligations of the City maturing more than twelve months from the date of issuance thereof without approval of the electorate of the City. *The ad valorem tax revenues of the City are not pledged as security for the payment of the Bonds and the City is not obligated to budget and appropriate ad valorem tax revenues for the payment of the Bonds.*

The Bonds are payable from Pledged Revenues which include Non-Ad Valorem Revenues budgeted, appropriated and deposited by the City for such purpose as described herein, and are not payable from ad valorem taxation. However, the ability of the City to covenant to budget and appropriate

Non-Ad Valorem Revenues is subject to a variety of factors, including the obligation of the City to provide governmental services and the provisions of State law which require the City to have a balanced budget.

Although the Bonds are not payable from ad valorem taxation, approximately ____% of the City's Governmental Funds Revenues come from ad valorem taxes. To the extent that the future collection of ad valorem tax revenues is adversely affected, a larger portion of Non-Ad Valorem Revenues would be required to balance the budget and provide governmental services.

The City is permitted by the State Constitution to levy ad valorem taxes at a rate of up to \$10 per \$1,000 of assessed valuation for general governmental expenditures. The General Fund ad valorem tax millage rate for the tax year 2024 is 6.100 per \$1,000. The City is also permitted by the State Constitution to levy ad valorem taxes above the \$10 per \$1,000 cap to pay debt service on general obligation long-term debt if approved by a voter referendum. The City currently levies 0.4111 per \$1,000 to pay debt service on long-term general obligation debt.

Non-Ad Valorem Revenues of the City may be pledged or applied, subject to certain limitations disclosed herein, for the payment of debt obligations of the City. Such Non-Ad Valorem Revenues include a broad category of revenues, including, but not limited to, revenues received from the federal and state governments, investment income and income produced from certain services and facilities of the City, as described below.

Portions of Non-Ad Valorem Revenues have been, and may subsequently be, pledged to secure debt issued by the City. Any such debt is or will be payable from such specific Non-Ad Valorem Revenues prior to payment of debt service on the Bonds. See the section "Debt of City Secured by Non-Ad Valorem Revenues" below for a description of other obligations that must be satisfied prior to the payment of debt service on the Bonds from such Non-Ad Valorem Revenues. Amounts in particular categories of Non-Ad Valorem Revenues may increase or decrease in the future due to factors within or outside of the control of the City. Certain categories may cease to exist altogether and new sources may come about from time to time.

The Florida Department of Financial Services ("FDPS") has developed, as part of the Uniform Accounting System Manual's Chart of Accounts, six major categories of local government revenues: taxes; permits, fees and special assessments; intergovernmental revenues; charges for services; judgments, fines and forfeitures; and miscellaneous revenues. Using such categories as a guide, the following describes the sources of the City's Non-Ad Valorem Revenues and outlines the City's classification of such Non-Ad Valorem Revenues:

Taxes

Utilities Tax Revenues. The "Utilities Tax" (also, commonly referred to as the "Public Services Tax") is imposed by the City pursuant to the Constitution of the State and Section 166.231, Florida Statutes, and other applicable provisions of law. State law authorizes any municipality in the State to levy a utilities tax on the purchase within such municipality of electricity, metered natural gas, liquefied petroleum gas either metered or bottled, manufactured gas either metered or bottled, and water service. Services competitive with those enumerated in the previous sentence, as defined by ordinance, shall be taxed on a comparable base at the same rates. However, fuel oil shall be taxed at a rate not to exceed 4 cents per gallon.

Pursuant to Ordinance No. ____ enacted by the Commission on _____, ____, as (the "Public Service Tax Ordinance"), the City levied a public service tax on the purchase of electricity and metered or bottled as (natural or liquefied petroleum gas) at a rate of ten percent (10%) of the charge made by the seller of such service or commodity. These taxes shall in each case be paid by the purchaser thereof for the use of the City to the seller of such electricity, metered or bottled gas (natural or liquefied petroleum gas), water service, and fuel oil at the time of paying the charge therefor, but not less than monthly.

State law provides that a municipality may exempt from the utilities tax the first 500 kilowatts of electricity per month purchased for residential use, metered or bottled gas or fuel oil for agricultural purposes, purchases of electricity, natural gas, liquefied petroleum gas or manufactured gas by industrial customers for use in industrial manufacturing or processing facilities in the municipality and electrical energy used in a facility located in a designated enterprise zone. [The City has not adopted any such exemptions, but it does exempt purchases by the United States Government, the State, the County, the City and their agencies, boards, commissions and authorities from the levy of such tax, as well as purchases by all other governmental entities and all religious entities.] Additional statutory exemptions are accorded to purchases for resale or for use as fuel in the generation of electricity, or the purchase of fuel oil or kerosene for use as an aircraft engine fuel or propellant or for use in internal combustion engines.

The utilities tax shall not be applied against any fuel adjustment charge. The term "fuel adjustment charge" means all increases in the cost of utility services to the ultimate consumer resulting from an increase in the cost of fuel to the utility subsequent to October 1, 1973.

The utilities tax must be collected by the seller from purchasers at the time of sale and remitted to the City on a monthly basis. Taxes on most utility services are separately itemized on the bill rendered to customers, but separate disclosure is not required. A failure by a consumer to pay that portion of the bill attributable to the utilities tax may result in a suspension of the service involved in the same fashion as the failure to pay that portion of the bill attributable to the particular utility service.

The amount of Utility Tax received by the City may fluctuate as the price of water, gas and/or electricity and the other services subject to the Utility Tax fluctuates and a sustained increase in the price thereof may have an adverse effect on the amount of Utility Tax collected.

Communications Services Tax Revenues. The Communications Services Tax Simplification Act, enacted by Chapter 2000-260, Laws of Florida, as amended by Chapter 2001-140, Laws of Florida, and now codified in part as Chapter 202, Florida Statutes (the "CSTA") established, effective October 1, 2001, a local communications services tax on the sale of communications services as defined in Section 202.11, Florida Statutes, and as of the same date repealed Section 166.231(9), Florida Statutes, which previously granted municipalities the authority to levy a utility services tax on the purchase of telecommunications services. See "DESCRIPTION OF NON-AD VALOREM REVENUES -- Taxes -- Utilities Tax Revenues" above. Pursuant to Ordinance No. ____ enacted by the Commission on _____, ____, the City has imposed the local communications services tax at a rate of ____% beginning on _____, ____ and then ____% on all bills dated on or after _____, ____. The rate includes the ____% add-on permitted by Section 337.401, Florida Statutes, and established by the City for waiving the right to collect permit fees for the use of the rights-of-way by communications providers.

Although the Local Communications Services Tax is levied locally, the Florida Department of Revenue's ("FDOR") collects the tax on behalf of the local governments. The proceeds of the local communications services tax, less FDOR cost of administration which may not exceed 1% of the total tax generated, are deposited in the Local Communications Services Tax Clearing Trust Fund (the "CST Trust Fund") and distributed monthly to the appropriate jurisdiction. The local communications services tax revenues received by the City are deposited into the City's General Fund and may be used for any public purpose. The revenues that are received by the City from such communications services tax which derive from the CST Trust Fund created with the FDOR pursuant to Section 202.193, Florida Statutes, may be pledged for the repayment of current or future bonded indebtedness.

One effect of the CSTA was to replace the former utilities tax on telecommunications, including pre-paid calling arrangements, as well as any revenues from franchise fees on cable and telecommunications service providers and permit fees relating to placing or maintaining facilities in rights-of-way collected from providers of certain telecommunications services, with the local communications services tax. This change in law was intended to be revenue neutral to the counties and municipalities. The communications services tax applies to a broader base of communications services than the former utilities tax on telecommunications.

The local communications services tax applies to the purchase of "communications services" which originated or terminated within the City, with certain exemptions described below. "Communication services" under the CSTA are defined as the transmission, conveyance, or routing of voice, data, audio, video, or any other information or signals, including cable services, to a point, or between or among points, by or through any electronic, radio, satellite, cable, optical, microwave, or other medium or method now in existence or hereafter devised, regardless of the protocol used for such transmission or conveyance. The term does not include:

- (a) Information services.
- (b) Installation or maintenance of wiring or equipment on a customer's premises.
- (c) The sale or rental of tangible personal property.
- (d) The sale of advertising, including, but not limited to, directory advertising.
- (e) Bad check charges.
- (f) Late payment charges.
- (g) Billing and collection services.
- (h) Internet access service, electronic mail service, electronic bulletin board service, or similar on-line services.

While such services have historically been taxed if the charges for such services are not stated separately from the charges for communications services, on a customer's bill, providers now have the ability to exclude such services from the tax if they can be reasonably identified from the selling dealer's books and records kept in the regular course of business. The dealer may support the allocation of charges with books and records kept in the regular course of business covering the dealer's entire service area, including territories outside of State.

The sale of communications services to (i) the federal government, or any instrumentality or agency thereof, or any entity that is exempt from state taxes under federal law, (ii) the State or any county, municipality or political subdivision of the State when payment is made directly to the dealer by the governmental entity, and (iii) any home for the aged or educational institution (which includes state tax-supported and nonprofit private schools, colleges and universities and nonprofit libraries, art

galleries and museums, among others) or religious institutions (which include, but are not limited to, organizations having an established physical place for worship at which nonprofit religious services and activities are regularly conducted) that is exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), are exempt from the local communications services tax.

The CSTA provides that, to the extent that a provider of communications services is required to pay to a local taxing jurisdiction a tax, charge, or other fee under any franchise agreement or ordinance with respect to the services or revenues that are also subject to the local communications services tax, such provider is entitled to a credit against the amount of such local communications services tax payable to the State in the amount of such tax, charge, or fee with respect to such service or revenues. The amount of such credit is deducted from the amount that such local taxing jurisdiction is entitled to receive under Section 202.18(3), Florida Statutes. [However, the City does not impose any such fees or charges on communications services providers.]

Under the CSTA, local governments must work with the FDOR to properly identify service addresses to each municipality and county. If a jurisdiction fails to provide the FDOR with accurate service address information, the local government risks losing tax proceeds that it should properly receive. The City believes it has provided the FDOR with all information that the FDOR has requested as of the date hereof and that such information is accurate.

The Federal Internet Tax Freedom Act ("ITFA") imposed a moratorium on taxation of Internet Access by states and political subdivisions. As amended by the Internet Tax Nondiscrimination Act ("ITNA"), "Internet Access" includes telecommunications services (unregulated non-utility telecommunications, such as cable services) purchased, used or sold by a provider of Internet Access to provide Internet Access, including related communication services, such as email and instant messaging. On February 24, 2016, President Obama signed the Trade Facilitation and Trade Enforcement Act of 2015, that was signed into law (Public Law 114-125, Sec. 922) that included a provision granting a Permanent Moratorium on Internet Access Taxes. Since Public Law 114-125, Sec. 922 has been in place and since the inception of Florida Statute, Chapter 202 that excludes charges for internet access services from state law. [The City does not anticipate any negative impact on future collections of local communications services tax revenues because of this action.]

Providers of communications services collect the local communications services tax and may deduct 0.75% as a collection fee (or 0.25% in the case of providers who do not employ an enhanced zip code database or a data base that is either supplied or certified by the FDOR). The communications services providers remit the remaining proceeds to the FDOR for deposit into the CST Trust Fund. The FDOR then makes monthly contributions from the CST Trust Fund to the appropriate local governments after deducting up to 1% of the total revenues generated as an administrative fee.

The amount of local communications services tax revenues received by the City is subject to increase or decrease due to (i) increases or decreases in the dollar volume of taxable sales within the City, (ii) legislative changes, and/or (iii) technological advances which could affect consumer preferences. The amount of the local communications services tax revenues collected within the City may be adversely affected by de-annexation. Such de-annexation would decrease the number of addresses contained within the City. [At this time there are no de-annexations anticipated within the City.]

Chapter 2023-157 was signed into law during the 2023 State Legislative session and provides that any local communications services tax rate in effect as of January 1, 2023, may not be increased before January 1, 2026. Chapter 2023-157 also provides that any increases to discretionary sales tax, levied pursuant to Section 212.055, Florida Statutes, may not be added to the local CST under Section 202.19, Florida Statutes, before January 1, 2026.

Business Tax Revenues. The "Business Tax" (formerly called the "Occupational License Tax") includes the business taxes levied and collected by the City pursuant to Chapter 205, Florida Statutes, and Ordinance ____ enacted by the Commission on _____, _____. Section 205.042, Florida Statutes, authorizes the City to levy "a business tax for the privilege of engaging in or managing any business, profession, or occupation within its jurisdiction." The Business Tax may be levied on:

(1) Any person who maintains a permanent business location or branch office within the municipality, for the privilege of engaging in or managing any business within its jurisdiction.

(2) Any person who maintains a permanent business location or branch office within the municipality, for the privilege of engaging in or managing any profession or occupation within its jurisdiction.

(3) Any person who does not qualify under subsection (1) or subsection (2) and who transacts any business or engages in any occupation or profession in interstate commerce, if the Business Tax is not prohibited by the United States Constitution.

All Business Tax receipts are issued for payment by the City beginning August 1 of each year and such taxes are due and payable on or before September 30 of each year. Each Business Tax receipt expires on September 30 of the succeeding year. Business Tax receipts that are not renewed when due and payable are delinquent and subject to a delinquency penalty of 10% for the month of October, plus an additional 5% penalty for each subsequent month of delinquency until paid. However, the total delinquency penalty may not exceed 25% of the Business Tax for the delinquent establishment.

Any person who engages in or manages any business, occupation, or profession without first paying the required Business Tax, is subject to a penalty of 25% of the tax due, in addition to any other penalty provided by law or ordinance. Any person who engages in any business, occupation, or profession covered by Chapter 205, Florida Statutes, who does not pay the required Business Tax within 150 days after the initial notice of tax due, and who does not obtain the required Business Tax receipt, is subject to civil actions and penalties, including court costs, reasonable attorneys' fees, additional administrative costs incurred as a result of collection efforts, and a penalty of up to \$250.

Chapter 205, Florida Statutes, provides that the City may only increase by ordinance the rates of Business Taxes every other year by up to 5%. The increase, however, may be enacted only by a majority plus one vote of Commission. [The City last increased its Business Tax rates in Fiscal Year ____ by ____%, the maximum allowed by Chapter 205, Florida Statutes.]

In past sessions of the State Legislature, legislation has been introduced that, had it been enacted, could have reduced the amount of Business Taxes to be collected by the City. Such proposed legislation was not passed. No assurance can be given that similar legislation will not be re-introduced in the future.

Licenses and Permits

Franchise Tax Revenues. Pursuant to Ordinance No. 2008-15, adopted by the City Commission on September 23, 2008, the City has a non-exclusive franchise agreement granting Florida Power & Light Company ("FPL") to construct, operate and maintain in, under, upon, along, over and across the present and future roads, streets, alleys, bridges, easements, rights-of-way and other public places throughout all of the incorporated areas, as such incorporated areas may be constituted from time to time, of the City, in accordance with FPL's customary practice with respect to construction and maintenance, electric light and power facilities, including, without limitation, conduits, poles, wires, transmission and distribution lines, and all other facilities installed in conjunction with or ancillary to all of the FPL's operations, for the purpose of supplying electricity and other services to the City, the inhabitants thereof, and persons beyond the limits thereof. In consideration for this privilege, FPL has agreed to pay ____% of its billed revenues, less actual write-offs, from the sale of electrical energy to residential, commercial, and industrial customers within the incorporated areas of the City. The agreement is for a thirty (30) year period which commenced on September 23, 2008.

Pursuant to Ordinance No. 2008-16, adopted by the City Commission on September 23, 2008, the City has a non-exclusive franchise agreement granting Peoples Gas System, Inc. ("PGS"), to construct, maintain and operate only gas system facilities in, under, upon, over and across the present and future streets, alleys, bridges, easements and other public places of the City. In consideration for this privilege, PGS pay to the City ____% of its gross revenues derived from the sale of natural gas to customers located within the corporate limits of the City, less any adjustments for uncollectible accounts. The agreement is for a three (3) year period September 31, 2026; provided, however the agreement will be automatically renewed for successive three (3) year terms until such time as one of the parties notifies the other, with no less than sixty (60) days written notice, prior to the expiration of the then-current term, that it does not want the agreement to automatically renew.

Pursuant to Ordinance No. 2008-17, adopted by the City Commission on September 23, 2008, the City has a non-exclusive franchise agreement granting Pivotal Utility Holdings, Inc. d/b/a Florida City Gas ("FCG"), to construct, maintain and operate only gas system facilities in, under, upon, over and across the present and future streets, alleys, bridges, easements and other public places of the City. In consideration for this privilege, FCG pay to the City ____% of its gross revenues derived from the sale of natural gas to customers located within the corporate limits of the City, less any adjustments for uncollectible accounts. The agreement is for a three (3) year period September 31, 2026; provided, however the agreement will be automatically renewed for successive three (3) year terms until such time as one of the parties notifies the other, with no less than sixty (60) days written notice, prior to the expiration of the then-current term, that it does not want the agreement to automatically renew.

If it is in the best interest of the City, the City intends to negotiate new franchise agreements or extend the existing agreements prior to the expiration of the existing agreements.

Intergovernmental Revenues

General. All revenues received by a local unit from federal, state, and other local government sources in the form of grants, shared revenues, payments in lieu of taxes and payments in lieu of franchise fees would be included in the intergovernmental revenues category. The category can be further classified into eight subcategories: federal grants, federal payments in lieu of taxes ("PILOT"), state grants, state shared revenues, state PILOT, if any, local grants, local shared revenues, and local PILOT. If a

particular grant is funded from separate intergovernmental sources, then the revenue is recorded proportionately. [At this time, the City does not receive any PILOT revenues from any other government.] The largest component is the Local Government Half-Cent Sales Tax.

Half-Cent Sales Tax Revenues. Chapter 218, Part VI, Florida Statutes (the "Sales Tax Act"), authorizes the levy and collection by the State of a sales tax upon, among other things, the sales price of each item or article of tangible personal property sold at retail in the State, subject to certain exceptions and dealer allowances. In 1982, the State Legislature created the Local Government Half-Cent Sales Tax Program (the "Half-Cent Sales Tax Program") which distributes a portion of the sales tax revenue and money from the State's General Revenue Fund to counties and municipalities that meet strict eligibility requirements. In 1982, when the Half-Cent Sales Tax Program was created, the general rate of sales tax in the State was increased from 4% to 5%, and one-half of the fifth cent was devoted to the Half-Cent Sales Tax Program, thus giving rise to the name "Half-Cent Sales Tax." Although the amount of sales tax revenue deposited into the Half-Cent Sales Tax Program is no longer one-half of the fifth cent of every dollar of the sales price of an item subject to sales tax, the name "Half-Cent Sales Tax" has continued to be utilized. As of October 1, 2001, the Half-Cent Sales Tax Trust Fund began receiving a portion of certain taxes imposed by the State on communications services pursuant to Chapter 202, Florida Statutes. Accordingly, moneys distributed from the Half-Cent Sales Tax Trust Fund now consist of funds derived from both general sales tax proceeds and certain taxes imposed on the sales of communications services required to be deposited into the Half-Cent Sales Tax Trust Fund.

The Half-Cent Sales Tax is collected on behalf of the State by businesses at the time of sale at retail, use, consumption, or storage for use or consumption, of taxable property and remitted to the State on a monthly basis. The Sales Tax Act provides for penalties and fines, including criminal prosecution, for non-compliance with the provisions thereof.

The general rate of sales tax in the State is currently 6%. Section 212.20, Florida Statutes, provides for the distribution of 8.9744%, reduced by 0.1%, of sales tax revenues to the Half-Cent Sales Tax Clearing Trust Fund (the "Half-Cent Sales Tax Trust Fund"), after providing for certain transfers to the State's General Fund. Such amount deposited in the Half-Cent Sales Tax Trust Fund is earmarked for distribution to the governing body of such county and each participating municipality within that county pursuant to the following distribution formula:

$$\begin{array}{l}
 \text{County Share} \\
 \text{(percentage of total Half-Cent Sales Tax receipts)} = \frac{\text{unincorporated area population}}{\text{total county population}} + \frac{2/3 \text{ incorporated area population}}{2/3 \text{ incorporated area population}} \\
 \\
 \text{Municipality Share} \\
 \text{(percentage of total Half-Cent Sales Tax receipts)} = \frac{\text{municipality population}}{\text{total county population}} + \frac{2/3 \text{ incorporated area population}}{2/3 \text{ incorporated area population}}
 \end{array}$$

For purposes of the foregoing formula, "population" is based upon the latest official State estimate of population certified prior to the beginning of the local government fiscal year. Should the City annex any area or should any area of the City de-annex from the City, the share of the Half-Cent

Sales Tax received by the City would be respectively increased or decreased according to the foregoing formula.

The Half-Cent Sales Tax is distributed from the Half-Cent Sales Tax Trust Fund on a monthly basis to participating units of local government in accordance with the Sales Tax Act and is deposited by the City into the City's General Fund. The Sales Tax Act permits the City to pledge its share of the Half-Cent Sales Tax for the payment of principal of and interest on any capital project.

To be eligible to participate in the Half-Cent Sales Tax Program, each municipality and county is required to have satisfied the Eligibility Requirements (defined below). The City must have:

- (i) reported its finances for its most recently completed fiscal year to the FDFS as required by State law;
- (ii) made provisions for annual post audits of financial accounts in accordance with provisions of law;
- (iii) levied, as shown on its most recent financial report, ad valorem taxes, exclusive of taxes levied for debt service or other special millages authorized by the voters, to produce the revenue equivalent to a millage rate of 3 mills on the dollar based upon 1973 taxable values or, in order to produce revenue equivalent to that which would otherwise be produced by such 3 mill ad valorem tax, to have received certain revenues from a county (in the case of a municipality), collected an occupational license tax, utility tax, or ad valorem tax, or any combination of those four sources;
- (iv) certified that persons in its employ as law enforcement officers meet certain qualifications for employment, and receive certain compensation;
- (v) certified that persons in its employ as firefighters meet certain employment qualifications and are eligible for certain compensation;
- (vi) certified that each dependent special district that is budgeted separately from the general budget of such county or municipality has met the provisions for annual post audit of its financial accounts in accordance with law; and
- (vii) certified to FDOR that it has complied with certain procedures regarding the establishment of the ad valorem tax millage of the county or municipality as required by law.

The requirements described in (i) through (vii) are referred to herein as the "Eligibility Requirements". If the City does not comply with the Eligibility Requirements, the City would lose its Half-Cent Sales Tax Trust Fund distributions for twelve (12) months following a "determination of noncompliance" by FDOR. [The City has continuously maintained eligibility to receive the Half-Cent Sales Tax.]

Although the Sales Tax Act does not impose any limitation on the number of years during which the City can receive distribution of the Half-Cent Sales Tax revenues from the Half-Cent Sales Tax Trust Fund, there may be amendments to the Sales Tax Act in subsequent years imposing additional

requirements of eligibility for counties and municipalities participating in the Half-Cent Sales Tax Program, and it is not unusual for the distribution formulas in Sections 212.20(6)(d) or 218.62, Florida Statutes, to be revised from time to time.

The amount of Half-Cent Sales Tax revenues received by the City is subject to increase or decrease due to (i) increases or decreases in the dollar volume of taxable sales within the County, (ii) legislative changes relating to the overall sales tax, which may include changes in the scope of taxable sales, changes in the tax rate and changes in the amount of sales tax revenue deposited into the Half-Cent Sales Tax Trust Fund, (iii) changes in the relative population of the City, which affect the percentage of Local Government Half-Cent Sales Tax received by the City, and (iv) other factors which may be beyond the control of the City, including but not limited to the potential for increased use of electronic commerce and other internet-related sales activity that could have a material adverse impact upon the amount of sales tax collected by the State and then distributed to the City.

State Revenue Sharing. A portion of certain taxes levied and collected by the State is shared with local governments under provisions of Section 218.215, Florida Statutes. The amount deposited by the FDOR into the State Revenue Sharing Trust Fund for Municipalities is 1.3653% of available sales and use tax collections after certain required distributions and the net collections from the one-cent municipal fuel tax.

To be eligible for State Revenue Sharing funds beyond the minimum entitlement (defined as the amount necessary to meet obligations to which the City has pledged amounts received from the State Revenue Sharing Trust Fund for Municipalities), a local government must have met the Eligibility Requirements.

If the City fails to comply with such requirements, the FDOR may utilize the best information available to it, if such information is available, or take any necessary action including disqualification, either partial or entire, and the City shall further waive any right to challenge the determination of the FDOR as to its distribution, if any. Eligibility is retained if the local government has met eligibility requirements for the previous three years, even if the local government reduces its millage or utilities taxes because of the receipt of State Revenue Sharing funds.

The amount of the State Revenue Sharing Trust Fund for Municipalities distributed to any one municipality is the average of three factors: an adjusted population factor; a sales tax collection factor, which is the proportion of the local City's ordinary sales tax distribution the municipality would receive if the distribution were strictly population-based; and a relative revenue-raising ability factor, which measures the municipality's ability to raise revenue relative to other qualifying municipalities in the State.

The distribution to an eligible municipality is determined by the following procedure. First, a municipal government's entitlement is computed on the basis of the apportionment factor applied to all State Revenue Sharing Trust Fund receipts available for distribution. Second, the revenue to be shared via the formula in any fiscal year is adjusted so that no municipality receives fewer funds than its guaranteed entitlement, which is equal to the aggregate amount received from the state in fiscal year 1971-72 under then-existing statutory provisions. Third, the revenue to be shared via the formula in any fiscal year is adjusted so that all municipalities receive at least their minimum entitlement, which means the amount of revenue necessary for a municipality to meet its obligations as the result of pledges, assignments, or trusts entered into that obligated State Revenue Sharing Trust Fund monies. Finally, after making these adjustments, any remaining State Revenue Sharing Trust Fund monies are distributed on the basis of the

additional money of each qualified municipality in proportion to the total additional money for all qualified municipalities.

The following are sources of revenues that are deposited into the State Revenue Sharing Trust Fund for Municipalities.

Sales Tax Revenues. Prior to July 1, 2000, a state tax was levied on cigarette packages at varying rates, depending upon the length and number of cigarettes in a package and, pursuant to Section 210.20(2)(a), Florida Statutes, certain amounts derived from such cigarette taxes were deposited to the Revenue Sharing Trust Fund for Municipalities after deducting therefrom certain charges for administration and collection. Effective July 1, 2000, the cigarette tax revenues were eliminated from distribution to the Revenue Sharing Trust Fund for Municipalities and replaced with sales and use tax proceeds. Currently, 1.3653% of the available proceeds of the sales and use tax imposed pursuant to Chapter 212, Florida Statutes, is transferred monthly to the Revenue Sharing Trust Fund for Municipalities after certain other transfers have been made and certain charges for administration and collection have been deducted therefrom.

Municipal Fuel Tax. The proceeds of the municipal fuel tax imposed pursuant to Section 206.41(1)(c), Florida Statutes, after deducting certain service charges and administrative costs is transferred into the Revenue Sharing Trust Fund for Municipalities. Funds derived from the municipal fuel tax on motor fuel may only be used to pay debt service allocable to transportation facilities. None of the debt service on the Bonds is allocable to transportation facilities.

The sales and use tax provides the majority of the receipts for the guaranteed entitlement from the Revenue Sharing Trust Fund for Municipalities. For the State's fiscal year ending June 30, 2024, the FDOR's Office of Tax Research estimated that approximately 82.0% of the deposits of the Revenue Sharing Trust Fund for Municipalities will be from sales and use tax and approximately 18.0% will be from the municipal fuel tax.

PILOT Program. Ordinance No. ____ voted on by Commission on _____, ____ establishes the PILOT Program. The City's Enterprise Funds and certain special revenue funds are similar to private businesses in that they operate to show a profit. This means the full costs of services provided by the enterprise must be recovered through fees and charges. The types of Enterprise Funds utilized by the City are water and sewer, solid waste, and stormwater. Because of their governmental character, Enterprise Funds most often are not subject to taxation from the local government. Therefore, Enterprise Funds and special revenue funds may make PILOTs to compensate the general fund for public services (such as police, fire, public works) provided. These payments can be calculated to be reasonable equivalent in value to the services provided (exchange-like) transaction or where there is no clear link to the value of the services provided, an imposed non-exchange-type transaction. It is the policy of the City to charge PILOT to all major enterprise and certain special revenue funds at a rate that is calculated periodically by the Finance Department and approved by the City Manager. The Finance Department will also periodically review the current PILOT rates and make recommendations to the City Manager for proposed changes. Staff will provide a copy of the report on the recommended PILOT rate to the Commission. The City has elected to use the imposed non-exchange transaction type method for charging PILOT. The City may elect to exempt a new Enterprise Fund that has not yet established itself as a self-sustaining business. However, when the new fund begins to reflect a profit from operations (on a cash basis), the Enterprise Fund will then be required to commence PILOT to the General Fund.]

Charges for Services

All revenues resulting from a local unit's charges for services are reflected in this category and include those charges received from private individuals or other governmental units. The following functional areas include such charges:

- General government – document reproduction fees, sales of maps & publications
- Public safety – fees for police and fire protection services
- Planning and zoning – fees for zoning changes and planning reviews
- Indirect services – fees associated with services provided to City Proprietary Funds
- Transportation and parking – including parking fees
- Recreation and culture – fees for parks and recreation activities such as athletics programs and swimming pool usage
- Other – fees for services not specifically mentioned above

Fines and Forfeitures

Fines and forfeitures reflect those penalties and fines imposed for the commission of statutory offenses, violation of lawful administrative rules and regulations, and for neglect of official duty. Forfeitures include revenues resulting from parking and court fines, as well as proceeds from the sale of contraband property seized by law enforcement agencies.

Miscellaneous Non-Ad Valorem Revenue

This is a broad category that includes a wide variety of revenues, including but not limited to investment income, rents and royalties, disposition of fixed assets, sales of surplus materials and scrap, contributions from private sources and other miscellaneous revenues.

Historical Receipt of Non-Ad Valorem Revenues

The following table shows the historical receipt by the City of significant sources of certain Non-Ad Valorem Revenues accounted for in the City's General Fund for the five Fiscal Years ended September 30 prior to issuance of the Bonds. All of the foregoing categories of Non-Ad Valorem Revenues are legally available to pay debt service on the Bonds. The City receives other Non-Ad Valorem Revenues which are not legally available to pay debt service on the Bonds.

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HISTORICAL LEGALLY AVAILABLE NON-AD VALOREM REVENUES

	Audited					Budgeted
	2019	2020	2021	2022	2023	2024
Tax Revenue:						
Franchise Tax						
Motor Fuel Tax ⁽¹⁾						
Utilities Tax						
Local Communications Services Tax						
Business Tax						
Other Tax Revenues						
Total Tax Revenues						
Permits and Fees						
Intergovernmental Revenue:						
Half-Cent Sales Tax						
State Revenue Sharing						
Infrastructure Sales Surtax						
PILOT						
Other Intergovernmental Revenues						
Total Intergovernmental Revenues						
Charges for Services						
Charges to other funds						
Fines and Forfeitures						
Interest Income						
Miscellaneous⁽²⁾						
Special Assessments⁽¹⁾						
Total Sources of Non-Ad Valorem Revenues						
Less:						
Motor Fuel Tax Revenues ⁽¹⁾						
Other Intergovernmental Revenues ⁽¹⁾						
Special Assessments ⁽¹⁾						
Total Sources of Non-Ad Valorem Revenues						
Legally Available for Debt Service						

⁽¹⁾ These revenues are not legally available to pay debt service on the Bonds.

⁽²⁾ Miscellaneous Revenue includes [rental income, public art contributions, private and corporate donations, and reimbursements].

Source: City Finance Department

Debt of City Secured by or Payable from Non-Ad Valorem Revenues

Set forth below are tables showing (i) debt that is payable from non-ad valorem revenues of the City, and (ii) debt which has a lien on a specific source or sources of non-ad valorem revenues of the City. These tables are exclusive of the debt of the City's business type activities such as in the water and sewer and solid waste enterprise funds.

[As of September 30, 2024, the City had approximately \$_____ aggregate principal amount of debt secured by only a covenant to budget and appropriate non-ad valorem revenues. A description of such debt is included in the table below:]

Description	Amount Outstanding	Maturity Date
-------------	-----------------------	---------------

[As of September 30, 2024, the City had approximately \$_____ aggregate principal amount of Debt outstanding that has a lien upon and a pledge of a specific non-ad valorem revenue (collectively, the "Specific Lien Debt") and, where indicated, is also secured by a covenant to budget and appropriate legally available non-ad valorem revenues. A description of such Specific Lien Debt is included in the table below:]

Description	Source of Security	Amount Outstanding	Maturity Date
-------------	--------------------	-----------------------	---------------

In addition, the City has other financial obligations described below that it intends and expects to pay from Non-Ad Valorem Revenues that are not deposited to the General Fund, including enterprise fund revenues and tax increment revenues. None of the debt service on such obligations is expected to be paid from Non-Ad Valorem Revenues that are allocated to the General Fund described in the table above entitled, "HISTORICAL NON-AD VALOREM REVENUES."

The City's General Obligation Refunding Bond, Series 2012 is outstanding in the principal amount of \$_____ as of September 30, 2024, and is secured by voted debt millage and the full faith and credit of the City. None of the debt service on such bond is expected to be paid from Non-Ad Valorem Revenues in the General Fund described in the table above entitled, "HISTORICAL NON-AD VALOREM REVENUES."

The City's General Obligation Refunding Note, Series 2022 is outstanding in the principal amount of \$_____ as of September 30, 2024, and is secured by voted debt millage and the full faith and credit of the City. None of the debt service on such note is expected to be paid from Non-Ad Valorem Revenues in the General Fund described in the table above entitled, "HISTORICAL NON-AD VALOREM REVENUES."

The City's Water Revenue Bonds, Series 2020A is outstanding in the principal amount of \$_____ as of September 30, 2024, and is secured by revenues pledged from gross revenues, less operating expenses of the City's water utility. None of the debt service on such bonds is expected to be

paid from Non-Ad Valorem Revenues in the General Fund described in the table above entitled, "HISTORICAL NON-AD VALOREM REVENUES."

The City's Water Revenue Refunding Bonds, Series 2020B is outstanding in the principal amount of \$_____ as of September 30, 2024, and is secured by revenues pledged from gross revenues, less operating expenses of the City's water utility. None of the debt service on such bonds is expected to be paid from Non-Ad Valorem Revenues in the General Fund described in the table above entitled, "HISTORICAL NON-AD VALOREM REVENUES."

The City's Sewer Utility Revenue Note, Series 2020 is outstanding in the principal amount of \$_____ as of September 30, 2024, and is secured by revenues pledged from gross revenues, less operating expenses of the City's sewer utility. None of the debt service on such bonds is expected to be paid from Non-Ad Valorem Revenues in the General Fund described in the table above entitled, "HISTORICAL NON-AD VALOREM REVENUES."

The City has State Revolving Fund ("SRF") loans which are outstanding in the aggregate principal amount of \$_____ as of September 30, 2024, in which are secured by certain gross revenues, less operating expense of the City's water utility and a backup covenant to budget and appropriate legally available non-ad valorem revenues of the City. None of the debt service on such SRF loans is expected to be paid from Non-Ad Valorem Revenues in the General Fund described in the table above entitled "HISTORICAL NON-AD VALOREM REVENUES."

The City's Community Redevelopment Agency Note, Series 2007A is outstanding in the principal amount of \$_____ as of September 30, 2024, and is secured by tax increment financing revenues of the community redevelopment agency. None of the debt service on such note is expected to be paid from Non-Ad Valorem Revenues in the General Fund described in the table above entitled, "HISTORICAL NON-AD VALOREM REVENUES."

CERTAIN FINANCIAL MATTERS

General

Certain matters relating to the City's Financial Policies, Disclosure Policies, Budgeting, Accounting and Auditing practices, Other Post-Employment Benefit Plan, Defined Benefit Pension Plans and other financial data can be found in "APPENDIX A – CITY OF NORTH MIAMI BEACH, FLORIDA GENERAL INFORMATION" and in "APPENDIX B – ANNUAL COMPREHENSIVE FINANCIAL REPORT FISCAL YEAR ENDED SEPTEMBER 30, 2023" attached hereto.

Governmental Funds

To the extent that the future collection of ad valorem tax revenues or Non-Ad Valorem Revenues is adversely affected, a larger portion of Non-Ad Valorem Revenues would be required to balance the budget and provide for the payment of services and programs which are for essential public purposes affecting the health, safety and welfare of the inhabitants of the City or which are mandated by applicable law.

Revenues deposited in the Governmental Funds described in this subsection do not directly correspond to the Non-Ad Valorem Revenues from which debt service on the Bonds is payable as some

Governmental Fund Revenues are not legally available to pay debt service on the Bonds. The following chart shows information regarding the Governmental Funds for the City's fiscal years ending September 30, 2019 through and including September 30, 2023, audited, and September 30, 2024, budgeted:

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GOVERNMENTAL FUNDS REVENUES AND EXPENSES⁽¹⁾

	Audited				Budgeted	
	2019	2020	2021	2022	2023	2024
Property Taxes	\$19,670,710	\$21,679,934	\$22,928,828	\$23,747,540		
User Surcharges	8,625,624	8,992,603	9,729,393	9,363,776		
Franchise Fees	3,109,634	3,149,235	4,055,017	4,013,950		
Utility Taxes	3,663,194	3,635,558	3,758,218	3,963,565		
Communication Service Tax	1,668,780	1,643,561	1,748,083	1,614,171		
Other Taxes	4,477,496	3,864,317	4,788,085	5,607,174		
Licenses and Permits	943,422	829,106	969,811	1,366,354		
Intergovernmental Revenue	6,063,898	6,533,630	7,486,963	30,542,587		
Charges for Services	1,768,167	1,215,273	1,323,738	1,671,955		
Fines and Forfeitures	3,368,390	1,967,527	1,223,904	1,808,611		
Non-Ad Valorem Assessments	705,779	657,063	655,292	650,840		
Grant Revenue	954,596	654,234	1,399,109	737,317		
Investment Income (losses)	1,111,688	857,031	166,691	(611,641)		
Miscellaneous Revenue	893,541	362,951	782,007	718,710		
Total revenues	57,024,919	56,042,023	61,015,139	85,194,909		
Expenditures⁽²⁾						
General government	16,036,764	19,245,742	19,771,183	20,193,247		
Public safety	24,381,635	25,474,778	26,331,248	26,879,164		
Library	1,057,587	1,043,292	1,137,527	1,376,163		
Parks and Recreation	4,504,941	4,055,580	4,280,119	5,527,719		
Public Works	5,516,901	5,614,725	6,534,243	7,362,379		
Capital Outlay	5,323,614	5,952,086	5,353,666	8,498,116		
Debt service:						
Principal payments	2,134,363	2,196,783	1,606,667	1,722,928		
Interest and fiscal charges	727,033	651,728	582,195	470,380		
Debt Issuance Costs	-	-	-	44,794		
Total expenditures	59,682,838	64,234,714	65,596,848	72,074,890		
Deficiency of Revenues over Expenditures	(2,657,919)	(8,192,691)	(4,581,709)	13,120,019		
Other financing sources (uses)						
Lease Proceeds	-	-	-	182,700		
Debt Issuance	-	-	-	9,190,000		
Payments to Escrow Agent	-	-	-	(9,000,000)		
Transfers In	7,507,089	7,579,855	7,106,538	9,161,343		
Transfers Out	(1,094,581)	(1,137,759)	(514,280)	(3,141,278)		
Total other financing sources (uses)	6,412,508	6,442,096	6,592,258	6,392,765		
Net change in fund balances	3,754,589	(1,750,595)	2,010,549	19,512,784		
Fund balances - beginning	44,505,748	48,345,637	46,595,041	48,605,590		
Fund balances - ending	\$48,260,337	\$46,595,042	\$48,605,590	\$68,118,374		
Debt Service as a percentage of non-capital expenditures						

⁽¹⁾ This table includes all revenues for the City's governmental funds including Non-Ad Valorem Revenues which may not be legally available to pay debt service on the Bonds and ad valorem revenues which are not legally available to pay debt service on the Bonds.

⁽²⁾ See "CERTAIN FINANCIAL MATTERS - Classification of Local Government Expenditures" herein.

Source: For Fiscal Years 2019-2023, City of North Miami Beach, Florida, Annual Comprehensive Financial Report for Fiscal Years Ended September 30, 2019 through 2023. For Fiscal Year 2024, the City Finance Department.

Classification of Local Government Expenditures

The City classifies its expenditures in accordance with the Uniform Accounting System devised by the Florida Department of Financial Services.

General government expenditures arise from operations of legislative and administrative activities of the local government. These costs are related to operations of the Commission, pension benefits, comprehensive planning, financial operations, legal expenses and other general government services.

Public safety expenditures reflect all costs associated with the City's police and fire department operations, as well as emergency disaster relief services and protective inspections.

Public Works expenditures relate to the City's public works expenses. Transportation expenditures generally reflect the costs of roads and streets, mass transit systems, and parking facilities.

Capital outlay expenditures include expenditures which result in the acquisition of, or addition to, fixed assets such as buildings, land and roads.

Parks and recreation expenditures include the City's costs of operating parks and recreation facilities and of offering special events, cultural services and programs and similar services.

Debt service expenditures reflect outlays for local government debt.

ABILITY TO BE SUED, JUDGMENTS ENFORCEABLE

Notwithstanding the liability limits described below, the laws of the State provide that each city has waived sovereign immunity for liability in tort to the extent provided in Section 768.28, Florida Statutes. Therefore, the City is liable for tort claims in the same manner and, subject to limits stated below, to the same extent as a private individual under like circumstances, except that the City is not liable for punitive damages or interest for the period prior to judgment. Such legislation also limits the liability of a city to pay a judgment in excess of \$200,000 to any one person or in excess of \$300,000 because of any single tort incident or occurrence. Judgments in excess of \$200,000 and \$300,000 for any tort claim may be rendered, but may be paid from City funds only pursuant to further action of the State Legislature in the form of a "claims bill." Notwithstanding the foregoing, the City may agree, within the limits of insurance coverage provided, to settle a claim made or a judgment rendered against it without further action by the State Legislature, but the City shall not be deemed to have waived any defense or sovereign immunity or to have increased the limits of its liability as a result of its obtaining insurance coverage for tortious acts in excess of the \$200,000 or \$300,000 waiver provided by Florida Statutes. In addition, it should be noted that State courts have also ruled that municipalities may contractually waive the defense of sovereign immunity including the statutory limits contained in Section 768.28, Florida Statutes, for tort actions, by contractually agreeing to indemnify a third party.

FLORIDA CONSTITUTIONAL LIMITATIONS AND PROPERTY TAX REFORM

Non-Ad Valorem Revenues do not include ad valorem tax revenues. The Bonds are not secured in any manner by the City's ad valorem tax revenues and the City is not obligated to appropriate any ad valorem tax revenues to pay debt service on the Bonds. Ad valorem tax revenues have historically been used, at least in part, by the City for payment of services and programs which are essential government

services or which are legally mandated by applicable law. Therefore, a decrease in ad valorem tax revenues may in turn increase the amount of Non-Ad Valorem Revenues required for payment of services and programs which are essential government services or which are legally mandated by applicable law and thereby reduce the amount of Non-Ad Valorem Revenues available to be budgeted and appropriated to satisfy the obligations of the City. The City has provided the following discussion of property tax reform in the State, to illustrate the various initiatives put forth by the State Legislature and their respective impact, if any, on the City's financial and budgetary matters.

General. During recent years, various legislative proposals and constitutional amendments relating to ad valorem taxation and revenue limitation have been introduced in the State. Many of these proposals sought to provide for new or increased exemptions to ad valorem taxation, limit the amount of revenues that local governments could generate or otherwise restrict the ability of local governments in the State to levy ad valorem taxes at recent, historical levels. There can be no assurance that similar or additional legislative or other proposals will not be introduced or enacted in the future that would, or might apply to, or have a material adverse effect upon the City or either of its finances.

Several Constitutional and Legislative amendments affecting ad valorem taxes have been approved by voters in the past including the following:

Limitation on Increase in Assessed Value of Property. The State Constitution limits the increases in assessed just value of homestead property to the lower of (1) three percent of the assessment for the prior year or (2) the percentage change in the Consumer Price Index for all urban consumers, U.S. City Average, all items 1967=100, or successor reports for the preceding calendar year as initially reported by the United States Department of Labor, Bureau of Labor Statistics. The accumulated difference between the assessed value and the just value is known as the "Save Our Homes Benefit." Further, any change of ownership of homestead property or upon termination of homestead status such property shall be reassessed at just value as of January 1 of the year following the year of sale or change of status; new homestead property shall be assessed at just value as of January 1 of the year following the establishment of the homestead; and changes, additions, reductions or improvements to the homestead shall initially be assessed as provided for by general law.

Owners of homestead property may transfer up to \$500,000 of their Save Our Homes Benefit to a new homestead property purchased within three years of the sale of their previous homestead property to which such benefit applied if the just value of the new homestead is greater than or is equal to the just value of the prior homestead. If the just value of the new homestead is less than the just value of the prior homestead, then owners of homestead property may transfer a proportional amount of their Save Our Homes Benefit, such proportional amount equaling the just value of the new homestead divided by the just value of the prior homestead multiplied by the assessed value of the prior homestead.

For all levies other than school district levies, assessment increases for specified non-homestead real property may not exceed ten percent (10%) of the assessment for the prior year. This assessment limitation is, by its terms, to be repealed effective January 1, 2019; however, the legislature by joint resolution approved an amendment abrogating such repeal, which was approved by the electors in the November 6, 2018 general election and went into effect January 1, 2019.

Homestead Exemption. In addition to the exemptions described above, the State Constitution also provides for a homestead exemption. Every person who has the legal title or beneficial title in equity to real property in the State and who resides thereon and in good faith makes the same his or her

permanent residence or the permanent residence of others legally or naturally dependent upon such person is eligible to receive a homestead exemption of up to \$50,000. The first \$25,000 applies to all property taxes, including school district taxes. The additional exemption, up to \$25,000, applicable to the assessed value of the property between \$50,000 and \$75,000, applies to all levies other than school district levies. A person who is receiving or claiming the benefit of an ad valorem tax exemption or a tax credit in another state where permanent residency, or residency of another legally or naturally dependent upon the owner, is required as a basis for the granting of that ad valorem tax exemption or tax credit is not entitled to the homestead exemption. In addition to the general homestead exemption described in this paragraph, the following homestead exemptions are authorized by State law.

Millage Rollback Legislation. In 2007, the State Legislature adopted a property tax plan which significantly impacted ad valorem tax collections for State local governments (the "Millage Rollback Legislation"). One component of the Millage Rollback Legislation required counties, cities and special districts to rollback their millage rates for the 2007-2008 Fiscal Year to a level that, with certain adjustments and exceptions, would generate the same level of ad valorem tax revenue as in Fiscal Year 2006-2007; provided, however, depending upon the relative growth of each local government's own ad valorem tax revenues from 2001 to 2006, such rolled back millage rates were determined after first reducing 2006-2007 ad valorem tax revenues by zero to nine percent (0% to 9%). In addition, the Rollback Legislation also limited how much the aggregate amount of ad valorem tax revenues may increase in future Fiscal Years. A local government may override certain portions of these requirements by a supermajority, and for certain requirements, a unanimous vote of its governing body.

Constitutional Exemptions. Certain exemptions from property taxes have been enacted. Constitutional exemptions include, but are not limited to, property owned by a municipality and used exclusively by it for municipal or public purposes, certain household goods and personal effects to the value fixed by general law, certain locally approved community and economic development ad valorem tax exemptions to new businesses and expansions of existing businesses, as defined by general law and historic preservation ad valorem tax exemptions to owners of historic properties, \$25,000 of the assessed value of property subject to tangible personal property tax, the assessed value of solar devices or renewable energy source devices subject to tangible personal property tax may be exempt from ad valorem taxation, subject to limitations provided by general law, and certain real property dedicated in perpetuity for conservation purposes, including real property encumbered by perpetual conservation easements or by other perpetual conservation protections, as defined by general law.

Deployed Military Personnel. The State Constitution provides that by general law and subject to certain conditions specified therein, each person who receives a homestead exemption who was a member of the United States military or military reserves, the United States Coast Guard or its reserves, or the Florida National Guard; and who was deployed during the preceding calendar year on active duty outside the continental United States, Alaska, or Hawaii in support of military operations designated by the legislature shall receive an additional exemption equal to a percentage of the taxable value of his or her homestead property. The applicable percentage shall be calculated as the number of days during the preceding calendar year the person was deployed on active duty outside the continental United States, Alaska, or Hawaii in support of military operations designated by the legislature divided by the number of days in that year.

Certain Active Duty Military and Veterans. A military veteran who was honorably discharged, is a resident of the State, and who is disabled to a degree of 10% or more because of misfortune or while serving during wartime may be entitled to a \$5,000 reduction in the assessed value of his or her property.

This exemption is not limited to homestead property. A military veteran who was honorably discharged with a service-related total and permanent disability may be eligible for a total exemption from taxes on homestead property. A similar exemption is available to disabled veterans confined to wheelchairs. Under certain circumstances, the veteran's surviving spouse may be entitled to carry over these exemptions.

Certain Totally and Permanently Disabled Persons. Real estate used and owned as a homestead by a quadriplegic, less any portion used for commercial purposes, is exempt from all ad valorem taxation. Real estate used and owned as a homestead by a paraplegic, hemiplegic, or other totally and permanently disabled person, who must use a wheelchair for mobility or who is legally blind, is exempt from taxation if the gross household income is below statutory limits.

Survivors of First Responders. Any real estate that is owned and used as a homestead by the surviving spouse of a first responder (law enforcement officer, correctional officer, firefighter, emergency medical technician or paramedic), who died in the line of duty may be granted a total exemption on homestead property if the first responder and his or her surviving spouse were permanent residents of the State on January 1 of the year in which the first responder died.

Save Our Homes (SOH) Portability Affected by Storm Damage. Owners of homestead property that was significantly damaged or destroyed as a result of a named tropical storm or hurricane can elect to have the property deemed abandoned if the owner establishes a new homestead by January 1 of the second year immediately following the storm or hurricane. This will allow the owner of the homestead property to keep their SOH benefit if they move from the significantly damaged or destroyed property to establish a new homestead by the end of the year following the storm.

Property Tax Relief for Natural Disasters. In light of the recent natural disasters, the state legislature created a property tax relief credit for homestead parcels on which certain residential improvements were damaged or destroyed by a hurricane that occurred in 2016 or 2017, namely hurricanes Hermine, Matthew, and Irma. If the residential improvement is rendered uninhabitable for at least 30 days due to a hurricane that occurred during the 2016 or 2017 calendar year, taxes initially levied in 2019 may be abated. Due to this reduction in ad valorem tax revenue, the legislature is required to appropriate funds to offset the deficit in certain taxing jurisdictions.

Recent Amendments Relating to Ad Valorem Taxation. In the 2016 legislative session, several amendments were passed affecting ad valorem taxation, including classification of agricultural lands during periods of eradication or quarantine, deleting requirements that conservation easements be renewed annually, providing that just value of real property shall be determined in the first tax year for income restricted persons age 65 or older who have maintained such property as their permanent residence for at least 25 years, authorizing a first responder who is totally and permanently disabled as a result of injuries sustained in the line of duty to receive relief from ad valorem taxes assessed on homestead property, revising procedures with respect to assessments, hearings and notifications by the value adjustment board, and revising the interest rate on unpaid ad valorem taxes.

During the 2018 State legislative session, the State Legislature passed House Joint Resolution 7001, proposing an amendment to the State Constitution providing that no state tax or fee may be imposed, authorized, raised by the State Legislature, or authorized by the State Legislature to be raised, except through legislation approved by two-thirds of the membership of each house of the State Legislature (the "Supermajority Amendment"). The Supermajority Amendment applies the same two-

thirds approval requirement to decreasing or eliminating any state tax or fee exemption or credit. The Supermajority Amendment also required that any proposed state tax or fee imposition, authorization or increase must be contained in a separate bill that contains no other subject. The text of the Supermajority Amendment provided that such amendment would not apply to any tax or fee imposed by, or authorized to be imposed by, a county, municipality, school board, or special district. In the November 2018 General Election, voters approved the Supermajority Amendment to the State Constitution. Although the Supermajority Amendment does not subject local taxes and fees to the stricter voting requirement, local governments could be adversely impacted during recessionary economic environments if State lawmakers are unable to raise taxes.

During the 2020 State legislative session, a constitutional amendment was proposed by the State Legislature which would extend the discount on ad valorem taxes provided to certain honorably discharged veterans to their spouses (the "Surviving Spouse Exemption"). Specifically, the Surviving Spouse Exemption allows the same ad valorem tax discount on homestead property for combat-disabled veterans age 65 or older to transfer to the surviving spouse of a veteran receiving the discount if the surviving spouse holds the legal or beneficial title to the homestead, permanently resides thereon, and does not remarry. The amendment was approved by voters on November 3, 2019 and such amendment took effect on January 1, 2021.

During the 2020 State legislative session, a constitutional amendment was proposed by the State Legislature which would extend the period for a homestead property owner to transfer the Homestead Assessment Differential to a new homestead from two years to three years (the "Portability Amendment"). Specifically, the Portability Amendment allows a homeowner who establishes a new homestead as of January 1 to have the new homestead assessed at less than just value if the homeowner received a prior homestead exemption as of January 1 of any of the immediately preceding three years. The Portability Amendment was approved by voters on November 3, 2019 and such amendment took effect on January 1, 2021.

During the 2021 State legislative session, State Senate Bill 7061 was passed by the Senate and the House and signed into law by the Governor. This law exempts fully from ad valorem taxation certain affordable housing properties that previously received a 50% discount from ad valorem taxes, along with certain other insignificant or indeterminate modifications to State law regarding ad valorem taxes.

During the 2022 State legislative session, State House Bill 7071 was passed by the Senate and the House and signed into law by the Governor. This law contains provisions for tax relief and changes to tax policy including, but not limited to, the following: providing property tax relief for residential property rendered uninhabitable for 30 days or more due to a catastrophic event; providing property tax relief for property owners affected by the sudden and unforeseen collapse of a residential building; increasing the widows, widowers, blind, or totally and permanently disabled property tax exemption from \$500 to \$5,000; providing an alternative assessment methodology for land used in the production of aquaculture products; clarifying the extent of the homestead exemption on classified lands; updating the qualifying operations for the deployed service member property tax exemption; and providing alternative dates from which to calculate the 15-year required term of an affordable housing agreement for establishing qualification for a property tax exemption. This law took effect on July 1, 2022. Further, State House Bill 777 was passed by the Senate and the House, which would require a local government seeking voter approval to levy certain optional local taxes to be held at a general election. The bill applies to the following local option taxes: tourist development taxes; tourist impact taxes; ad valorem taxes levied by a

children's services independent special district; county, municipal and school district voted millage increase and local option fuel taxes and took effect on October 1, 2022.

During the 2023 State legislative session, State House Bill 7063 was passed by the Senate and the House and signed into law by the Governor. The law expanded the current homestead exemption for the surviving spouse of a first responder who dies in the line of duty to include first responders who die in the line of duty while employed by the United States Government.

During the 2024 State legislative session, State House Joint Resolution 7017 passed by the State Senate and House and Signed by Officers and filed with Secretary of State. The bill would amend Article VII, Section 6(a) of the State Constitution requiring the existing \$25,000 assessed value amount, which is exempt from all ad valorem taxes other than school district taxes, be adjusted annually for positive inflation growth. The amendment must be placed on the ballot at the 2024 general election, or an earlier special election held for the purpose of proposing the amendment to the voters, where 60 percent of the electors voting on the measure must approve it for passage. If approved, the amendment would take effect on January 1, 2025. House Bill 7019 passed by the State Senate and House and ordered enrolled would implement the amendment to Article VII, Section 6 of the State Constitution proposed in HJR 7017 by making conforming statutory changes. If HJR 7017 is approved by the voters, this bill amends section 196.031, Florida Statutes, to add an annual positive inflation adjustment to the current exemption on the assessed value for all levies, other than school district levies, of \$50,000 up to \$75,000. The bill would also create s. 218.136, Florida Statutes, requiring the Legislature to appropriate funds to offset reductions in ad valorem tax revenue experienced by fiscally constrained counties as a result of the annual positive inflation adjustment. To receive the offset, a qualifying county must annually apply to the Department of Revenue and provide documentation regarding the county's estimated reduction in ad valorem tax revenue. If a fiscally constrained county fails to apply for the distribution, its share reverts to the fund from which the appropriation was made. The bill provides emergency rulemaking authority to the Department of Revenue to administer the provisions of the act. While the City cannot predict whether HJR 7017 will be approved by the voters, the City does not expect, if passed, it will have a material impact on its ability to pay debt service on the Bonds.

Future Amendments Relating to Ad Valorem Taxation. Historically, various legislative proposals and constitutional amendments relating to ad valorem taxation have been introduced in each session of the State legislature. Many of these proposals have provided for new or increased exemptions to ad valorem taxation and limited increases in assessed valuation of certain types of property or have otherwise restricted the ability of local governments in the State to levy ad valorem taxes at then current levels.

INVESTMENT CONSIDERATIONS

The purchasers of the Bonds are subject to certain risks. Each prospective investor in the Bonds is encouraged to read this Official Statement in its entirety. Particular attention should be given to the factors described below which, among others, could affect the market price of the Bonds to an extent that cannot be determined. The following is not, and is not intended to be, a complete description of all the risk factors that may affect the repayment of the Bonds.

Spread of Highly Contagious, Epidemic, or Pandemic Diseases (COVID-19)

The outbreak of the highly contagious COVID-19 pandemic in the United States in March 2020 has generally had a negative financial impact on local, state and national economies around the globe, including initially significantly increased unemployment in certain sectors including especially travel, hospitality and restaurants. COVID-19 is a respiratory virus which was first reported in China and thereafter spread around the world, including the United States. This led to quarantine, remote work and other "social distancing" measures throughout the United States which resulted in a period of less travel resulting in declines in certain revenue sources. While many of the effects of COVID-19 were temporary, it has altered the behavior of businesses and people in a manner resulting in negative impacts on global and local economies, including supply chain issues and rising inflation. There can be no guarantee that COVID-19 or another outbreak of a highly contagious disease will not have negative impacts on the City on the collection of non-ad valorem revenues in the future. See "DESCRIPTION OF NON-AD VALOREM REVENUES" and "RATINGS" herein.

Climate Change and Natural Disasters

The State is naturally susceptible to the effects of extreme weather events and natural disasters including floods, droughts, and hurricanes, which could result in negative economic impacts on coastal communities such as the City. Such effects can be exacerbated by change in climate. The occurrence of such extreme weather events could damage the local infrastructure that provides essential services to the City. The economic impacts resulting from such extreme weather events could include a loss of property values, a decline in revenue base, and escalated recovery costs. No assurance can be given as to whether future extreme weather events will occur that could materially impair the financial condition of the City. In order to address the ongoing challenges related to climate change, extreme weather events, and sea level rise, the City adopted a Climate Adaptation Plan ("CAP") to address climate-related issues. The CAP was approved in January 2018. This plan reviewed over 200 City-owned assets and identified more than 50 as vulnerable to future climate conditions. The CAP also identified high-level strategies for protecting and preserving those assets.

[INSERT HURRICANE EVENTS IMPACTING THE CITY]

Cybersecurity

The City, like many other governmental entities, relies on a technology environment to conduct operations. As such, it may face multiple cybersecurity threats including but not limited to, hacking, viruses, malware and other attacks on computer or other sensitive digital systems and networks. Computer networks and systems used for data transmission and collection are vital to the efficient operations of the City. City systems provide support to departmental operations and constituent services by collecting and storing sensitive data, including intellectual property, security information, proprietary business process information, information applying to suppliers and business partners, and personally identifiable information of customers, constituents and employees. The secure processing, maintenance and transmission of this information is critical to departmental operations and the provision of citizen services. Increasingly, entities in every sector are being targeted by cyberattacks seeking to obtain confidential data or disrupt critical services. A rapidly changing cyber risk landscape may introduce new vulnerabilities that attackers/hackers can exploit in attempts to effect breaches or service disruptions. Employee error and/or malfeasance may also contribute to data loss or other system disruptions. Any such breach could compromise networks and the confidentiality, integrity and availability of systems and the information stored there.

[INSERT CYBERSECURITY MEASURES IMPLEMENTED BY THE CITY]

During the 2022 State Legislative session, CS/HB 7055 was passed which requires State agencies and local governments, such as the City, to report all ransomware incidents and high severity level cybersecurity incidents to the Cybersecurity Operations Center ("CSOC") and the Cybercrime Office within the Florida Department of Law Enforcement as soon as possible but no later than 48 hours after discovery of the cybersecurity incident and no later than 12 hours after discovery of a ransomware incident. Local governments must also report such incidents to their respective sheriff's office. CS/HB 7055 requires State agencies to report low level cybersecurity incidents and provides that local governments may report such incidents. It also requires state agencies and local governments to submit after-action reports to FLDS following a cybersecurity or ransomware incident. CS/HB 7055 requires the CSOC to notify the State Legislature of high severity level cybersecurity incidents. State agency and local government employees are required to undergo certain cybersecurity training within 30 days of employment and annually thereafter. Further, local governments are required to adopt cybersecurity standards that safeguard the local government's data, IT, and IT resources and it is illegal for any local government in the State to pay ransoms when attacked. The effective date of CS/HB 7055 was July 1, 2022.

Economic Factors

Currently, the United States is experiencing high levels of inflation which is having an impact on the cost of goods, including construction materials and products needed by the City. Additionally, the City has encountered adverse effects resulting from labor shortages and current supply chain issues, specifically related to the delivery of goods and construction materials. Deliveries have been delayed, which has the potential to impact the completion of projects. As a result, the City may experience delays and increased costs that might be incurred as a result of supply chain issues. Therefore, for new projects that have not yet started, the City is taking these factors into account in budgeting and scheduling. It is possible that the United States, including the State, may continue to experience supply chain issues and inflation which will impact State and local government finances.

LEGAL MATTERS

Legal matters incident to the authorization, issuance and sale of the Bonds are subject to the approval of Bryant Miller Olive P.A., Miami, Florida, Bond Counsel. The proposed legal opinion, in the form attached hereto as APPENDIX D, will be delivered with the Bonds. The actual legal opinion to be delivered by Bond Counsel may vary from the form attached hereto if necessary to reflect facts and law on the date of delivery of the opinion. The opinion will speak only as of its date, and subsequent distribution by recirculation of this Official Statement or otherwise shall create no implication that Bond Counsel has renewed or expressed any opinion concerning any of the matters referenced in the opinion subsequent to the date of the opinion. Certain other legal matters will be passed upon for the City by the City Attorney, Greenspoon Marder, LLP, Miami, Florida, and by Bryant Miller Olive P.A., Miami, Florida, Disclosure Counsel. Certain legal matters for the Underwriter will be passed on by their counsel, Greenberg Traurig, PA, Miami, Florida.

In its capacity as Bond Counsel, Bryant Miller Olive P.A. has not been engaged to, nor has it undertaken to, review (1) the accuracy, completeness or sufficiency of this Official Statement or any other offering material relating to the Bonds; provided, however, that Bond Counsel will render an opinion to the Underwriter and the City relating to the accuracy of certain statements contained hereunder under the heading "TAX MATTERS" and certain statements which summarize provisions of the Resolution and

the Bonds, and (2) the compliance with any federal or state law with regard to the sale or distribution of the Bonds.

The legal opinions to be delivered concurrently with the delivery of the Bonds express the professional judgment of the attorneys rendering the opinions regarding the legal issues expressly addressed therein. By rendering a legal opinion, the opinion giver does not become an insurer or guarantor of the result indicated by that expression of professional judgment of the transaction on which the opinion is rendered or of the future performance of the parties to the transaction. Nor does the rendering of an opinion guarantee the outcome of any legal dispute that may arise out of the transaction.

FINANCIAL ADVISOR

PFM Financial Advisors, LLC is employed as Financial Advisor to the City in connection with the issuance of the Bonds, is an SEC registered municipal advisor and is not engaged in the business of underwriting, marketing or trading of municipal securities or any other negotiable instruments. The Financial Advisor is not obligated to undertake, and has not undertaken to make, an independent verification or to assume responsibility for the accuracy, completeness, or fairness of the information in this Official Statement.

LITIGATION

There is no pending or, to the knowledge of the City, any threatened litigation against the City which in any way questions or affects the validity of the Bonds, or any proceedings or transactions relating to their issuance, sale or delivery, or the adoption of the Resolution, or which may materially adversely affect the imposition, collection and pledge of the Pledged Revenues and the City's covenant to budget and appropriate Non-Ad Valorem Revenues. Neither the creation, organization or existence, nor the title of the present members of the Commission, or other officers of the City is being contested.

[INSERT ANY MATERIAL LITIGATION HERE]

The City experiences claims, litigation, and various legal proceedings which, except as otherwise described above, individually are not expected to have a material adverse effect on the operations or financial condition of the City, but may, in the aggregate, have a material impact thereon. Except as described above, in the opinion of the City Attorney, however, the City will either successfully defend such actions or otherwise resolve such matters without any material adverse consequences on the financial condition of the City.

TAX MATTERS

General

The Code establishes certain requirements which must be met subsequent to the issuance of the Bonds in order that interest on the Bonds be and remain excluded from gross income for purposes of federal income taxation. Non-compliance may cause interest on the Bonds to be included in federal gross income retroactive to the date of issuance of the Bonds, regardless of the date on which such non-compliance occurs or is ascertained. These requirements include, but are not limited to, provisions which prescribe yield and other limits within which the proceeds of the Bonds and the other amounts are to be invested and require that certain investment earnings on the foregoing must be rebated on a periodic basis to the Treasury Department of the United States. The City has covenanted in the Resolution to

comply with such requirements in order to maintain the exclusion from federal gross income of the interest on the Bonds.

In the opinion of Bond Counsel, assuming continuing compliance with certain covenants, under existing laws, regulations, judicial decisions and rulings, interest on the Bonds is excluded from gross income for purposes of federal income taxation. Interest on the Bonds is not an item of tax preference for purposes of the federal alternative minimum tax; however, interest on the Bonds may be included in the "adjusted financial statement income" of certain "applicable corporations" that are subject to the 15-percent alternative minimum tax under Section 55 of the Code.

As to questions of fact material to the opinion of Bond Counsel, Bond Counsel will rely upon representations and covenants made on behalf of the City, certificates of appropriate officers and certificates of public officials (including certifications as to the use of proceeds of the Bonds and of the property financed or refinanced thereby), without undertaking to verify the same by independent investigation.

Except as described above, Bond Counsel will express no opinion regarding other federal income tax consequences resulting from the ownership of, receipt or accrual of interest on, or disposition of Bonds. Prospective purchasers of Bonds should be aware that the ownership of Bonds may result in collateral federal income tax consequences, including (i) the denial of a deduction for interest on indebtedness incurred or continued to purchase or carry Bonds; (ii) the reduction of the loss reserve deduction for property and casualty insurance companies by fifteen percent (15%) of certain items, including interest on the Bonds; (iii) the inclusion of interest on the Bonds in earnings of certain foreign corporations doing business in the United States for purposes of the branch profits tax; (iv) the inclusion of interest on the Bonds in passive income subject to federal income taxation of certain Subchapter S corporations with Subchapter C earnings and profits at the close of the taxable year; and (v) the inclusion of interest on the Bonds in "modified adjusted gross income" by recipients of certain Social Security and Railroad Retirement benefits for the purposes of determining whether such benefits are included in gross income for federal income tax purposes.

PURCHASE, OWNERSHIP, SALE OR DISPOSITION OF THE BONDS AND THE RECEIPT OR ACCRUAL OF THE INTEREST THEREON MAY HAVE ADVERSE FEDERAL TAX CONSEQUENCES FOR CERTAIN INDIVIDUAL AND CORPORATE HOLDERS OF THE BONDS, INCLUDING, BUT NOT LIMITED TO, THE CONSEQUENCES DESCRIBED ABOVE. PROSPECTIVE HOLDERS OF THE BONDS SHOULD CONSULT WITH THEIR TAX SPECIALISTS FOR INFORMATION IN THAT REGARD.

Other Tax Matters

During recent years, legislative proposals have been introduced in Congress, and in some cases enacted, that altered certain federal tax consequences resulting from the ownership of obligations that are similar to the Bonds. In some cases, these proposals have contained provisions that altered these consequences on a retroactive basis. Such alteration of federal tax consequences may have affected the market value of obligations similar to the Bonds. From time to time, legislative proposals are pending which could have an effect on both the federal tax consequences resulting from ownership of the Bonds and their market value. No assurance can be given that legislative proposals will not be enacted that would apply to, or have an adverse effect upon, the Bonds.

Prospective purchasers of the Bonds should consult their own tax advisors as to the tax consequences of owning the Bonds in their particular state or local jurisdiction and regarding any pending or proposed federal or state tax legislation, regulations or litigation, as to which Bond Counsel expresses no opinion.

Information Reporting and Backup Withholding

Interest paid on tax-exempt bonds such as the Bonds is subject to information reporting to the Internal Revenue Service (the "IRS") in a manner similar to interest paid on taxable obligations. This reporting requirement does not affect the excludability of interest on the Bonds from gross income for federal income tax purposes. However, in conjunction with that information reporting requirement, the Code subjects certain non-corporate owners of Bonds, under certain circumstances, to "backup withholding" at the rate specified in the Code with respect to payments on the Bonds and proceeds from the sale of Bonds. Any amount so withheld would be refunded or allowed as a credit against the federal income tax of such owner of Bonds. This withholding generally applies if the owner of Bonds (i) fails to furnish the payor such owner's social security number or other taxpayer identification number ("TIN"), (ii) furnished the payor an incorrect TIN, (iii) fails to properly report interest, dividends, or other "reportable payments" as defined in the Code, or (iv) under certain circumstances, fails to provide the payor or such owner's securities broker with a certified statement, signed under penalty of perjury, that the TIN provided is correct and that such owner is not subject to backup withholding. Prospective purchasers of the Bonds may also wish to consult with their tax advisors with respect to the need to furnish certain taxpayer information in order to avoid backup withholding.

Tax Treatment of Original Issue Discount

Under the Code, the difference between the maturity amount of the Bonds maturing on November 1, 20__, through and including, November 1, 20__ (collectively, the "Discount Bonds"), and the initial offering price to the public, excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers, at which price a substantial amount of the Discount Bonds of the same maturity and, if applicable, interest rate, was sold is "original issue discount." Original issue discount will accrue over the term of the Discount Bonds at a constant interest rate compounded periodically. A purchaser who acquires the Discount Bonds in the initial offering at a price equal to the initial offering price thereof to the public will be treated as receiving an amount of interest excludable from gross income for federal income tax purposes equal to the original issue discount accruing during the period he or she holds the Discount Bonds, and will increase his or her adjusted basis in the Discount Bonds by the amount of such accruing discount for purposes of determining taxable gain or loss on the sale or disposition of the Discount Bonds. The federal income tax consequences of the purchase, ownership and redemption, sale or other disposition of the Discount Bonds which are not purchased in the initial offering at the initial offering price may be determined according to rules which differ from those above. Bondholders of the Discount Bonds should consult their own tax advisors with respect to the precise determination for federal income tax purposes of interest accrued upon sale, redemption or other disposition of the Discount Bonds and with respect to the state and local tax consequences of owning and disposing of the Discount Bonds.

Tax Treatment of Bond Premium

The difference between the principal amount of the Bonds maturing on November 1, 20__, through and including November 1, 20__ (collectively, the "Premium Bonds"), and the initial offering

price to the public (excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers) at which price a substantial amount of such Premium Bonds of the same maturity and, if applicable, interest rate, was sold constitutes to an initial purchaser amortizable bond premium which is not deductible from gross income for federal income tax purposes. The amount of amortizable bond premium for a taxable year is determined actuarially on a constant interest rate basis over the term of each of the Premium Bonds, which ends on the earlier of the maturity or call date for each of the Premium Bonds which minimizes the yield on such Premium Bonds to the purchaser. For purposes of determining gain or loss on the sale or other disposition of a Premium Bond, an initial purchaser who acquires such obligation in the initial offering is required to decrease such purchaser's adjusted basis in such Premium Bond annually by the amount of amortizable bond premium for the taxable year. The amortization of bond premium may be taken into account as a reduction in the amount of tax-exempt income for purposes of determining various other tax consequences of owning such Premium Bonds. Bondholders of the Premium Bonds are advised that they should consult with their own tax advisors with respect to the state and local tax consequences of owning such Premium Bonds.

UNDERWRITING

The Bonds are being purchased by RBC Capital Markets, LLC (the "Underwriter") at an aggregate purchase price of \$_____ (equal to the par amount of the Bonds of \$_____, [plus/less] a [net][bond [premium/discount] of \$_____, and less an Underwriters' discount of \$_____). The Underwriter's obligations are subject to certain conditions precedent, and they will be obligated to purchase all of the Bonds if any the Bonds are purchased. The Bonds may be offered and sold to certain dealers (including dealers depositing such Bonds into investment trusts) at prices lower than such public offering prices, and such public offering prices may be changed, from time to time, by the Underwriter. The Underwriter has reviewed the information in this Official Statement in accordance with and as part of their responsibility to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guaranty the accuracy or completeness of such information.

The Underwriter and its affiliates are full service financial institutions engaged in various activities, which may include sales and trading, commercial and investment banking, advisory, investment management, investment research, principal investment, hedging, market making, brokerage and other financial and non-financial activities and services. Under certain circumstances, the Underwriter and its affiliates may have certain creditor and/or other rights against the City and its affiliates in connection with such activities. In the various course of their various business activities, the Underwriter and its affiliates, officers, directors and employees may purchase, sell or hold a broad array of investments and actively trade securities, derivatives, loans, commodities, currencies, credit default swaps and other financial instruments for their own account and for the accounts of their customers, and such investment and trading activities may involve or relate to assets, securities and/or instruments of the City (directly, as collateral securing other obligations or otherwise) and/or persons and entities with relationships with the City. The Underwriter and its respective affiliates may also communicate independent investment recommendations, market color or trading ideas and/or publish or express independent research views in respect of such assets, securities or instruments and may at any time hold, or recommend to clients that they should acquire, long and/or short positions in such assets, securities and instruments.

RATINGS

[S&P Global Ratings, Inc. and Fitch Ratings, Inc.] have assigned their municipal bond ratings of "___" (___ outlook) and "___" (___ outlook), respectively, to the Bonds. The ratings reflect only the views of said rating agencies and an explanation of the ratings may be obtained only from said rating agencies. There is no assurance that such ratings will continue for any given period of time or that they will not be lowered or withdrawn entirely by the rating agencies, or any of them, if in their judgment, circumstances so warrant. A downward change in or withdrawal of any of such ratings, may have an adverse effect on the market price of the Bonds. An explanation of the significance of the ratings can be received from the rating agency at the following addresses: [S&P Global Ratings, 55 Water Street, 38th Floor, New York, New York 10041 and Fitch Ratings, Inc., One State Street Plaza, New York, New York 10004.]

FINANCIAL STATEMENTS

The financial statements included in the Annual Comprehensive Financial Report of the City, for the fiscal year ended September 30, 2023, included in this Official Statement as APPENDIX B, have been audited by Caballero, Fierman, Llerena & Garcia, LLP, Miami, Florida, independent certified public accountants, auditors for the City (the "Auditor"). Such statements speak only as of September 30, 2023. The audited financial statements of the City have been included herein as a publicly available document. Consent of the Auditor was not requested, and the Auditor was not requested nor did it perform any procedures with respect to the preparation of the Official Statement or the information presented herein.

CONTINUING DISCLOSURE

The City has covenanted for the benefit of the Bondholders to provide certain financial information and operating data relating to the City and the Bonds in each year, and to provide notices of the occurrence of certain enumerated material events. The City has agreed to file annual financial information and operating data and the audited financial statements with each entity authorized and approved by the SEC to act as a repository (each a "Repository") in connection with Rule 15c2-12 adopted by the SEC under the Securities Exchange Act of 1934 (the "Rule") either itself or through its dissemination agent. Effective July 1, 2009, the sole Repository is the Municipal Securities Rulemaking Board. The City has agreed to file notices of certain enumerated events, when and if they occur, with the Repository either itself or through its dissemination agent. The City has entered into a contract with Digital Assurance Certification, LLC to provide continuing disclosure dissemination agent services for all of its outstanding bond issues.

The specific nature of the financial information, operating data, and of the type of events which trigger a disclosure obligation, and other details of the undertaking are described in "APPENDIX E – FORM OF DISCLOSURE DISSEMINATION AGENT AGREEMENT" attached hereto. The Continuing Disclosure Certificate shall be executed by the City upon the issuance of the Bonds. These covenants have been made in order to assist the Underwriters in complying with the continuing disclosure requirements of the Rule.

With respect to the Bonds, no party other than the City is obligated to provide, nor is expected to provide, any continuing disclosure information with respect to the Rule. The City's dissemination agent is Digital Assurance Certification, LLC.

DISCLOSURE REQUIRED BY FLORIDA BLUE SKY REGULATIONS

Pursuant to Section 517.051, Florida Statutes, as amended, no person may directly or indirectly offer or sell securities of the City except by an offering circular containing full and fair disclosure of all defaults as to principal or interest on its obligations since December 31, 1975, as provided by rule of the Office of Financial Regulation within the Florida Financial Services Commission (the "FFSC"). Pursuant to administrative rulemaking, the FFSC has required the disclosure of the amounts and types of defaults, any legal proceedings resulting from such defaults, whether a trustee or receiver has been appointed over the assets of the City, and certain additional financial information, unless the City believes in good faith that such information would not be considered material by a reasonable investor. The City is not and has not been in default on any bond issued since December 31, 1975, that would be considered material by a reasonable investor.

The City has not undertaken an independent review or investigation of securities for which it has served as conduit issuer. The City does not believe that any information about any default on such securities is appropriate and would be considered material by a reasonable investor in the Bonds because the City would not have been obligated to pay the debt service on any such securities except from payments made to it by the private companies on whose behalf such securities were issued and no funds of the City would have been pledged or used to pay such securities or the interest thereon.

ENFORCEABILITY OF REMEDIES

The remedies available to the owners of the Bonds upon an event of default under the Resolution are in many respects dependent upon judicial actions which are often subject to discretion and delay. Under existing constitutional and statutory law and judicial decisions, including specifically the federal bankruptcy code or the remedies specified by the Resolution or the Bonds may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the delivery of the Bonds, including Bond Counsel's approving opinion, will be qualified, as to the enforceability of the remedies provided in the various legal instruments, by limitations imposed by bankruptcy, reorganization, insolvency, or other similar laws affecting the rights of creditors enacted before or after such delivery. See "APPENDIX C – FORM OF RESOLUTION" attached hereto for a description of events of default and remedies.

CONTINGENT FEES

The City has retained Bond Counsel, the Financial Advisor, and Disclosure Counsel with respect to the authorization, sale, execution, and delivery of the Bonds. Payment of the fees of such professionals and an underwriting discount to the Underwriters and the fees of their counsel are contingent upon the issuance of the Bonds.

ACCURACY AND COMPLETENESS OF OFFICIAL STATEMENT

The references, excerpts, and summaries of all documents, statutes, and information concerning the City and certain reports and statistical data referred to herein do not purport to be complete, comprehensive, or definitive, and each such summary and reference is qualified in its entirety by reference to each such document for full and complete statements of all matters of fact relating to the

Bonds, the security for the payment of the Bonds, and the rights and obligations of the owners thereof and to each such statute, report, or instrument.

Any statements made in this Official Statement involving matters of opinion or of estimates, whether or not so expressly stated are set forth as such and not as representations of fact, and no representation is made that any of the estimates will be realized. Neither this Official Statement nor any statement that may have been made verbally or in writing is to be construed as a contract with the owners of the Bonds.

The Appendices attached hereto are integral parts of this Official Statement and must be read in their entirety together with all foregoing statements.

AUTHORIZATION OF AND CERTIFICATION CONCERNING OFFICIAL STATEMENT

The execution and delivery of this Official Statement has been duly authorized and approved by the City. At the time of delivery of the Bonds, the undersigned will furnish a certificate to the effect that nothing has come to their attention which would lead them to believe that the Official Statement (except for the information related to DTC and its book-entry-only system of registration, as to all of which no opinion will be expressed), as of its date and as of the date of delivery of the Bonds, contains an untrue statement of a material fact or omits to state a material fact which should be included therein for the purposes for which the Official Statement is intended to be used, or which is necessary to make the statements contained therein, in the light of the circumstances under which they were made, not misleading.

CITY OF NORTH MIAMI BEACH, FLORIDA

By: _____
City Manager

APPENDIX A

**GENERAL INFORMATION CONCERNING
THE CITY OF NORTH MIAMI BEACH, FLORIDA**

APPENDIX B

**ANNUAL COMPREHENSIVE FINANCIAL REPORT
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023**

APPENDIX C

FORM OF RESOLUTION

APPENDIX D

PROPOSED FORM OF BOND COUNSEL OPINION

APPENDIX E

FORM OF DISCLOSURE DISSEMINATION AGENT AGREEMENT

EXHIBIT D

FORM OF DISCLOSURE DISSEMINATION AGENT AGREEMENT

DISCLOSURE DISSEMINATION AGENT AGREEMENT

This Disclosure Dissemination Agent Agreement (the "Disclosure Agreement"), dated as of _____, 2024, is executed and delivered by the City of North Miami Beach, Florida (the "Issuer") and Digital Assurance Certification, LLC, as exclusive Disclosure Dissemination Agent (the "Disclosure Dissemination Agent" or "DAC") for the benefit of the Holders (hereinafter defined) of the Series 2024 Bonds (hereinafter defined) and in order to assist the Issuer in processing certain continuing disclosure with respect to the Series 2024 Bonds in accordance with Rule 15c2-12 of the United States Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time (the "Rule").

The services provided by DAC under this Disclosure Agreement solely relate to the execution of instructions received from the Issuer through use of the DAC system and do not constitute "advice" within the meaning of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Act"). DAC will not provide any advice or recommendation to the Issuer or anyone on the Issuer's behalf regarding the "issuance of municipal securities" or any "municipal financial product" as defined in the Act and nothing in this Disclosure Agreement shall be interpreted to the contrary. DAC is not a "Municipal Advisor" as such term is defined in Section 15B of the Securities Exchange Act of 1934, as amended, and related rules.

SECTION 1. Definitions. Capitalized terms not otherwise defined in this Disclosure Agreement shall have the meaning assigned in the Rule or, to the extent not in conflict with the Rule, in the Official Statement (hereinafter defined). The capitalized terms shall have the following meanings:

"Annual Filing Date" means the date, set in Sections 2(a) and 2(f) hereof, by which the Annual Report is to be filed with the MSRB.

"Annual Financial Information" means annual financial information as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 3(a) of this Disclosure Agreement.

"Annual Report" means an Annual Report containing Annual Financial Information described in and consistent with Section 3 of this Disclosure Agreement.

"Audited Financial Statements" means the annual financial statements of the Issuer for the prior fiscal year, certified by an independent auditor as prepared in accordance with generally accepted accounting principles or otherwise, as such term is used in paragraph (b)(5)(i)(B) of the Rule and specified in Section 3(b) of this Disclosure Agreement.

"Certification" means a written certification of compliance signed by the Disclosure Representative stating that the Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure delivered to the Disclosure Dissemination Agent is the Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event

Disclosure or Voluntary Financial Disclosure required to be submitted to the MSRB under this Disclosure Agreement. A Certification shall accompany each such document submitted to the Disclosure Dissemination Agent by the Issuer and include the full name of the Series 2024 Bonds and the 9-digit CUSIP numbers for all Series 2024 Bonds to which the document applies.

"Disclosure Dissemination Agent" means Digital Assurance Certification, LLC, acting in its capacity as Disclosure Dissemination Agent hereunder, or any successor Disclosure Dissemination Agent designated in writing by the Issuer pursuant to Section 9 hereof.

"Disclosure Representative" means the Mayor or the Finance Director of the Issuer or his or her designee, or such other person as the Issuer shall designate in writing to the Disclosure Dissemination Agent from time to time as the person responsible for providing Information to the Disclosure Dissemination Agent.

"Failure to File Event" means the Issuer's failure to file an Annual Report on or before the Annual Filing Date.

"Financial Obligation" as used in this Disclosure Agreement is defined in the Rule, as may be amended, as (i) a debt obligation; (ii) derivative instrument entered into in connection with, or pledged as a security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term "Financial Obligation" shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

"Force Majeure Event" means: (i) acts of God, war, or terrorist action; (ii) failure or shutdown of the Electronic Municipal Market Access system maintained by the MSRB; or (iii) to the extent beyond the Disclosure Dissemination Agent's reasonable control, interruptions in telecommunications or utilities services, failure, malfunction or error of any telecommunications, computer or other electrical, mechanical or technological application, service or system, computer virus, interruptions in Internet service or telephone service (including due to a virus, electrical delivery problem or similar occurrence) that affect Internet users generally, or in the local area in which the Disclosure Dissemination Agent or the MSRB is located, or acts of any government, regulatory or any other competent authority the effect of which is to prohibit the Disclosure Dissemination Agent from performance of its obligations under this Disclosure Agreement.

"Holder" means any person (a) having the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Series 2024 Bonds (including persons holding Series 2024 Bonds through nominees, depositories or other intermediaries) or (b) treated as the owner of any Series 2024 Bonds for federal income tax purposes.

"Information" means, collectively, the Annual Reports, the Audited Financial Statements, the Notice Event notices, the Failure to File Event notices, the Voluntary Event Disclosures and the Voluntary Financial Disclosures.

"MSRB" means the Municipal Securities Rulemaking Board, or any successor thereto, established pursuant to Section 15B(b)(1) of the Securities Exchange Act of 1934.

"Notice Event" means any of the events enumerated in paragraph (b)(5)(i)(C) of the Rule and listed in Section 4(a) of this Disclosure Agreement.

"Obligated Person" means any person, including the Issuer, who is either generally or through an enterprise, fund, or account of such person committed by contract or other arrangement to support payment of all, or part of the obligations on the Series 2024 Bonds (other than providers of municipal bond insurance, letters of credit, or other liquidity facilities), as shown in Exhibit A.

"Official Statement" means that Official Statement prepared by the Issuer in connection with the Series 2024 Bonds, as listed on Exhibit A.

"Series 2024 Bonds" means the bonds as listed on the attached Exhibit A, with the 9-digit CUSIP numbers relating thereto.

"Voluntary Event Disclosure" means information of the category specified in any of subsections (e)(vi)(1) through (e)(vi)(10) of Section 2 of this Disclosure Agreement that is accompanied by a Certification of the Disclosure Representative containing the information prescribed by Section 7(a) of this Disclosure Agreement.

"Voluntary Financial Disclosure" means information of the category specified in any of subsections (e)(vii)(1) through (e)(vii)(9) of Section 2 of this Disclosure Agreement that is accompanied by a Certification of the Disclosure Representative containing the information prescribed by Section 7(b) of this Disclosure Agreement.

SECTION 2. Provision of Annual Reports.

(a) The Issuer shall provide, annually, an electronic copy of the Annual Report and Certification to the Disclosure Dissemination Agent not later than the Annual Filing Date. Promptly upon receipt of an electronic copy of the Annual Report and the Certification, the Disclosure Dissemination Agent shall provide an Annual Report to the MSRB not later than each June 30th following the end of each fiscal year of the Issuer, commencing with the fiscal year ending September 30, 2024. Such date and each anniversary thereof is the Annual Filing Date. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 3 of this Disclosure Agreement.

(b) If on the fifteenth (15th) day prior to the Annual Filing Date, the Disclosure Dissemination Agent has not received a copy of the Annual Report and Certification, the Disclosure Dissemination Agent shall contact the Disclosure Representative by telephone and in writing (which may be by e-mail) to remind the Issuer of its undertaking to provide the Annual Report pursuant to Section 2(a). Upon such reminder, the Disclosure Representative shall either (i) provide the Disclosure Dissemination Agent with an electronic

copy of the Annual Report and the Certification no later than two (2) business days prior to the Annual Filing Date, or (ii) instruct the Disclosure Dissemination Agent in writing that the Issuer will not be able to file the Annual Report within the time required under this Disclosure Agreement, state the date by which the Annual Report for such year will be provided and instruct the Disclosure Dissemination Agent to immediately send a Failure to File Event notice to the MSRB in substantially the form attached as Exhibit B, which may be accompanied by a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

(c) If the Disclosure Dissemination Agent has not received an Annual Report and Certification by 6:00 p.m. Eastern time on the Annual Filing Date (or, if such Annual Filing Date falls on a Saturday, Sunday or holiday, then the first business day thereafter) for the Annual Report, a Failure to File Event shall have occurred and the Issuer irrevocably directs the Disclosure Dissemination Agent to immediately send a Failure to File Event notice to the MSRB in substantially the form attached as Exhibit B without reference to the anticipated filing date for the Annual Report, which may be accompanied by a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

(d) If Audited Financial Statements of the Issuer are prepared but not available prior to the Annual Filing Date, the Issuer shall, when the Audited Financial Statements are available, provide at such time an electronic copy to the Disclosure Dissemination Agent, accompanied by a Certification, for filing with the MSRB.

(e) The Disclosure Dissemination Agent shall:

(i) verify the filing specifications of the MSRB each year prior to the Annual Filing Date;

(ii) upon receipt, promptly file each Annual Report received under Sections 2(a) and 2(b) hereof with the MSRB;

(iii) upon receipt, promptly file each Audited Financial Statement received under Section 2(d) hereof with the MSRB;

(iv) upon receipt, promptly file the text of each Notice Event received under Sections 4(a) and 4(b)(ii) hereof with the MSRB, identifying the Notice Event as instructed by the Issuer pursuant to Section 4(a) or 4(b)(ii) hereof (being any of the categories set forth below) when filing pursuant to Section 4(c) of this Disclosure Agreement:

1. Principal and interest payment delinquencies;
2. Non-Payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;

4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Series 2024 Bonds, or other material events affecting the tax-exempt status of Series 2024 Bonds;"
7. Modifications to rights of securities holders, if material;
8. Series 2024 Bond calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the securities, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership or similar event of the obligated person;
13. The consummation of a merger, consolidation, or acquisition involving an Obligated Person or the sale of all or substantially all of the assets of the Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
14. Appointment of a successor or additional trustee, or the change of name of a trustee, if material;
15. Incurrence of a Financial Obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the obligated person, any of which affect security holders, if material; and
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial

Obligation of the obligated person, any of which reflect financial difficulties.

(v) upon receipt (or irrevocable direction pursuant to Section 2(c) of this Disclosure Agreement, as applicable), promptly file a completed copy of Exhibit B to this Disclosure Agreement with the MSRB, identifying the filing as "Failure to provide annual financial information as required" when filing pursuant to Section 2(b)(ii) or Section 2(c) of this Disclosure Agreement;

(vi) upon receipt, promptly file the text of each Voluntary Event Disclosure received under Section 7(a) hereof with the MSRB, identifying the Voluntary Event Disclosure as instructed by the Issuer pursuant to Section 7(a) (being any of the categories set forth below) when filing pursuant to Section 7(a) of this Disclosure Agreement:

1. "amendment to continuing disclosure undertaking;"
2. "change in obligated person;"
3. "notice to investors pursuant to bond documents;"
4. "certain communications from the Internal Revenue Service other than those communications included in the Rule;"
5. "secondary market purchases;"
6. "bid for auction rate or other securities;"
7. "capital or other financing plan;"
8. "litigation/enforcement action;"
9. "change of tender agent, remarketing agent, or other on-going party;"
10. "other event-based disclosures."

(vii) upon receipt, promptly file the text of each Voluntary Financial Disclosure received under Section 7(b) hereof with the MSRB, identifying the Voluntary Financial Disclosure as instructed by the Issuer pursuant to Section 7(b) (being any of the categories set forth below) when filing pursuant to Section 7(b) of this Disclosure Agreement:

1. "quarterly/monthly financial information;"
2. "change in fiscal year/timing of annual disclosure;"

3. "change in accounting standard;"
4. "interim/additional financial information/operating data;"
5. "budget;"
6. "investment/debt/financial policy;"
7. "information provided to rating agency, credit/liquidity provider or other third party;"
8. "consultant reports;" and
9. "other financial/operating data."

(viii) provide the Issuer evidence of the filings of each of the above when made, which shall be by means of the DAC system, for so long as DAC is the Disclosure Dissemination Agent under this Disclosure Agreement.

(f) The Issuer may adjust the Annual Filing Date upon change of its fiscal year by providing written notice of such change and the new Annual Filing Date to the Disclosure Dissemination Agent, and the MSRB, provided that the period between the existing Annual Filing Date and new Annual Filing Date shall not exceed one year.

(g) Anything in this Disclosure Agreement to the contrary notwithstanding, any Information received by the Disclosure Dissemination Agent before 6:00 p.m. Eastern time on any business day that it is required to file with the MSRB pursuant to the terms of this Disclosure Agreement and that is accompanied by a Certification and all other information required by the terms of this Disclosure Agreement will be filed by the Disclosure Dissemination Agent with the MSRB no later than 11:59 p.m. Eastern time on the same business day; provided, however, the Disclosure Dissemination Agent shall have no liability for any delay in filing with the MSRB if such delay is caused by a Force Majeure Event provided that the Disclosure Dissemination Agent uses reasonable efforts to make any such filing as soon as possible.

SECTION 3. Content of Annual Reports.

(a) Each Annual Report shall contain Annual Financial Information with respect to the Issuer, including the financial and statistical information provided in the Official Statement:

1. The tables entitled "Historical Legally Available Non-Ad Valorem Revenues;" and "Governmental Funds Revenues and Expenses.
2. Description of any additional debt secured by or payable from Non-Ad Valorem Revenues.

(b) Audited Financial Statements as described in the Official Statement will be included in the Annual Report. If audited financial statements are not available, then, unaudited financial statements, prepared in accordance with Generally Accepted Accounting Principles as described in the Official Statement will be included in the Annual Report. In such event, Audited Financial Statements (if any) will be provided pursuant to Section 2(d).

Any or all of the items listed above may be included by specific reference from other documents, including Official Statements of debt issues with respect to which the Issuer is an "obligated person" (as defined by the Rule), which have been previously filed with the Securities and Exchange Commission or available on the MSRB Internet Website. If the document incorporated by reference is a final Official Statement, it must be available from the MSRB. The Issuer will clearly identify each such document so incorporated by reference.

The Issuer will reserve the right to modify from time to time the specific type of information provided or the format of the presentation of such information, to the extent necessary or appropriate in the judgment of the Issuer; provided that the Issuer will agree that any such modification will be done in a manner consistent with the Rule.

SECTION 4. Reporting of Notice Events.

(a) The occurrence of any of the following events with respect to the Series 2024 Bonds constitutes a Notice Event:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Series 2024 Bonds, or other material events affecting the tax status of the Series 2024 Bonds;
7. Modifications to rights of Bond holders, if material;
8. Bond calls, if material, and tender offers;

9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Series 2024 Bonds, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership or similar event of the Obligated Person;

Note to subsection (a)(12) of this Section 4: For the purposes of the event described in subsection (a)(12) of this Section 4, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an Obligated Person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Obligated Person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Obligated Person.

13. The consummation of a merger, consolidation, or acquisition involving an Obligated Person or the sale of all or substantially all of the assets of the Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material;
15. Incurrence of a Financial Obligation of an Obligated Person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of an Obligated Person, any of which affect security holders, if material; and
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of an Obligated Person, any of which reflect financial difficulties

The Issuer shall, in a timely manner not later than nine (9) business days after its occurrence, notify the Disclosure Dissemination Agent in writing of the occurrence of a Notice Event. Such notice shall instruct the Disclosure Dissemination Agent to report the occurrence pursuant to subsection (c) and shall be accompanied by a Certification. Such notice or Certification shall identify the Notice Event that has occurred (which shall be any of the categories set forth in Section 2(e)(iv) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information (provided that such date is not later than the tenth business day after the occurrence of the Notice Event).

(b) The Disclosure Dissemination Agent is under no obligation to notify the Issuer or the Disclosure Representative of an event that may constitute a Notice Event. In the event the Disclosure Dissemination Agent so notifies the Disclosure Representative, the Disclosure Representative will within two business days of receipt of such notice (but in any event not later than the tenth (10th) business day after the occurrence of the Notice Event, if the Issuer determines that a Notice Event has occurred), instruct the Disclosure Dissemination Agent that either (i) a Notice Event has not occurred and no filing is to be made or (ii) a Notice Event has occurred and the Disclosure Dissemination Agent is to report the occurrence pursuant to subsection (c) of this Section 4, together with a Certification. Such Certification shall identify the Notice Event that has occurred (which shall be any of the categories set forth in Section 2(e)(iv) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information (provided that such date is not later than the tenth business day after the occurrence of the Notice Event).

(c) If the Disclosure Dissemination Agent has been instructed by the Issuer as prescribed in subsection (a) or (b)(ii) of this Section 4 to report the occurrence of a Notice Event, the Disclosure Dissemination Agent shall promptly file a notice of such occurrence with MSRB in accordance with Section 2 (e)(iv) hereof. This notice may be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

SECTION 5. CUSIP Numbers. The Board will provide the Dissemination Agent with the CUSIP numbers for (i) new Series 2024 Bonds at such time as they are issued or become subject to the Rule and (ii) any Series 2024 Bonds to which new CUSIP numbers are assigned in substitution for the CUSIP numbers previously assigned to such Series 2024 Bonds.

SECTION 6. Additional Disclosure Obligations. The Issuer acknowledges and understands that other state and federal laws, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to the Issuer, and that the duties and responsibilities of the Disclosure Dissemination Agent under this Disclosure Agreement do not extend to providing legal advice regarding such laws. The Issuer acknowledges and understands that the duties of the Disclosure

Dissemination Agent relate exclusively to execution of the mechanical tasks of disseminating information as described in this Disclosure Agreement.

SECTION 7. Voluntary Filing.

(a) The Issuer may instruct the Disclosure Dissemination Agent to file a Voluntary Event Disclosure with the MSRB from time to time pursuant to a Certification of the Disclosure Representative. Such Certification shall identify the Voluntary Event Disclosure (which shall be any of the categories set forth in Section 2(e)(vi) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information. If the Disclosure Dissemination Agent has been instructed by the Issuer as prescribed in this Section 7(a) to file a Voluntary Event Disclosure, the Disclosure Dissemination Agent shall promptly file such Voluntary Event Disclosure with the MSRB in accordance with Section 2(e)(vi) hereof. This notice may be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-2.

(b) The Issuer may instruct the Disclosure Dissemination Agent to file a Voluntary Financial Disclosure with the MSRB from time to time pursuant to a Certification of the Disclosure Representative. Such Certification shall identify the Voluntary Financial Disclosure (which shall be any of the categories set forth in Section 2(e)(vii) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information. If the Disclosure Dissemination Agent has been instructed by the Issuer as prescribed in this Section 7(b) hereof to file a Voluntary Financial Disclosure, the Disclosure Dissemination Agent shall promptly file such Voluntary Financial Disclosure with the MSRB in accordance with Section 2(e)(vii) hereof. This notice will be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-3.

(c) The parties hereto acknowledge that the Issuer is not obligated pursuant to the terms of this Disclosure Agreement to file any Voluntary Event Disclosure pursuant to Section 7(a) hereof or any Voluntary Financial Disclosure pursuant to Section 7(b) hereof.

(d) Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer from disseminating any other information through the Disclosure Dissemination Agent using the means of dissemination set forth in this Disclosure Agreement or including any other information in any Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure, in addition to that required by this Disclosure Agreement. If the Issuer chooses to include any information in any Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure in addition to that which is specifically required by this Disclosure Agreement, the Issuer shall have no obligation under this Disclosure Agreement to update such information or include

it in any future Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure.

SECTION 8. Termination of Reporting Obligation. The obligations of the Issuer and the Disclosure Dissemination Agent under this Disclosure Agreement shall terminate with respect to the Series 2024 Bonds upon the legal defeasance, prior redemption or payment in full of all of the Series 2024 Bonds, when the Issuer is no longer an obligated person with respect to the Series 2024 Bonds, or upon delivery by the Disclosure Representative to the Disclosure Dissemination Agent of an opinion of counsel expert in federal securities laws to the effect that continuing disclosure is no longer required.

SECTION 9. Disclosure Dissemination Agent. The Issuer has appointed Digital Assurance Certification, LLC as exclusive Disclosure Dissemination Agent under this Disclosure Agreement. The Issuer may, upon thirty (30) days written notice to the Disclosure Dissemination Agent, replace or appoint a successor Disclosure Dissemination Agent. Upon termination of DAC's services as Disclosure Dissemination Agent, whether by notice of the Issuer or DAC, the Issuer agrees to appoint a successor Disclosure Dissemination Agent or, alternately, agrees to assume all responsibilities of Disclosure Dissemination Agent under this Disclosure Agreement for the benefit of the Holders of the Series 2024 Bonds. Notwithstanding any replacement or appointment of a successor, the Issuer shall remain liable to the Disclosure Dissemination Agent until payment in full for any and all sums owed and payable to the Disclosure Dissemination Agent. The Disclosure Dissemination Agent may resign at any time by providing thirty (30) days' prior written notice to the Issuer.

SECTION 10. Remedies in Event of Default. In the event of a failure of the Issuer or the Disclosure Dissemination Agent to comply with any provision of this Disclosure Agreement, the Holders' rights to enforce the provisions of this Agreement shall be limited solely to a right, by action in mandamus or for specific performance, to compel performance of the parties' obligation under this Disclosure Agreement. Any failure by a party to perform in accordance with this Disclosure Agreement shall not constitute a default on the Series 2024 Bonds or under any other document relating to the Series 2024 Bonds, and all rights and remedies shall be limited to those expressly stated herein.

SECTION 11. Duties, Immunities and Liabilities of Disclosure Dissemination Agent.

(a) The Disclosure Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement. The Disclosure Dissemination Agent's obligation to deliver the information at the times and with the contents described herein shall be limited to the extent the Issuer has provided such information to the Disclosure Dissemination Agent as required by this Disclosure Agreement. The Disclosure Dissemination Agent shall have no duty with respect to the content of any disclosures or notice made pursuant to the terms hereof. The Disclosure Dissemination Agent shall have no duty or obligation to review or verify any Information or any other information, disclosures or notices provided to it by the Issuer and shall not be deemed to be acting in any fiduciary capacity for the Issuer, the Holders of the Series 2024 Bonds or any other party. The Disclosure Dissemination Agent shall have no responsibility for the Issuer's

failure to report to the Disclosure Dissemination Agent a Notice Event or a duty to determine the materiality thereof. The Disclosure Dissemination Agent shall have no duty to determine, or liability for failing to determine, whether the Issuer has complied with this Disclosure Agreement. The Disclosure Dissemination Agent may conclusively rely upon Certifications of the Issuer at all times.

The obligations of the Issuer under this Section shall survive resignation or removal of the Disclosure Dissemination Agent and defeasance, redemption or payment of the Series 2024 Bonds.

(b) The Disclosure Dissemination Agent may, from time to time, consult with legal counsel (either in-house or external) of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or its respective duties hereunder, and shall not incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel. The reasonable fees and expenses of such counsel shall be payable by the Issuer.

(c) All documents, reports, notices, statements, information and other materials provided to the MSRB under this Agreement shall be provided in an electronic format and accompanied by identifying information as prescribed by the MSRB.

SECTION 12. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Agreement, the Issuer and the Disclosure Dissemination Agent may amend this Disclosure Agreement and any provision of this Disclosure Agreement may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws acceptable to both the Issuer and the Disclosure Dissemination Agent to the effect that such amendment or waiver does not materially impair the interests of Holders of the Series 2024 Bonds and would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule; provided neither the Issuer or the Disclosure Dissemination Agent shall be obligated to agree to any amendment modifying their respective duties or obligations without their consent thereto.

Notwithstanding the preceding paragraph, the Disclosure Dissemination Agent shall have the right to adopt amendments to this Disclosure Agreement necessary to comply with modifications to and interpretations of the provisions of the Rule as announced by the Securities and Exchange Commission from time to time by giving not less than twenty (20) days written notice of the intent to do so together with a copy of the proposed amendment to the Issuer. No such amendment shall become effective if the Issuer shall, within ten (10) days following the giving of such notice, send a notice to the Disclosure Dissemination Agent in writing that it objects to such amendment.

SECTION 13. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Disclosure Dissemination Agent, the underwriters, and the Holders from time to time of the Series 2024 Bonds, and shall create no rights in any other person or entity.

SECTION 14. Governing Law. This Disclosure Agreement shall be governed by the laws of the State of Florida (other than with respect to conflicts of laws).

SECTION 15. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Remainder of page intentionally left blank.]

The Disclosure Dissemination Agent and the Issuer have caused this Agreement Disclosure to be executed, on the date first written above, by their respective officers duly authorized.

DIGITAL ASSURANCE CERTIFICATION,
LLC, as Disclosure Dissemination Agent

By: _____

Name: Brianna Ambre

Title: Vice President

CITY OF NORTH MIAMI BEACH, FLORIDA,
as Issuer

By: _____

Name: Evan S. Piper

Title: Mayor

**EXHIBIT A
NAME AND CUSIP NUMBERS OF BONDS**

Name of Issuer: City of North Miami Beach, Florida

Obligated Person(s): City of North Miami Beach, Florida

Name of Bond Issue: City of North Miami Beach, Florida Special Obligation Bonds,
Series 2024 (Parks Project)

Date of Issuance: _____, 2024

Date of Official Statement: _____, 2024

<u>Maturity Date (November 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Initial CUSIP Number</u>
2025			
2026			
2027			
2028			
2029			
2030			
2031			
2032			
2033			
2034			
2035			
2036			
2037			
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2053			
2054			

EXHIBIT B
NOTICE TO MSRB OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: City of North Miami Beach, Florida

Obligated Person(s): City of North Miami Beach, Florida

Name of Bond Issue: City of North Miami Beach, Florida Special Obligation Bonds,
Series 2024 (Parks Project)

Date(s) of Issuance: _____, 2024

Date(s) of Disclosure Agreement: _____, 2024

CUSIP Number:

NOTICE IS HEREBY GIVEN that the Issuer has not provided an Annual report with respect to the above-named Series 2024 Bonds as required by the Disclosure Agreement between the Issuer and Digital Assurance Certification, LLC, as Disclosure Dissemination Agent. [The Issuer has notified the Disclosure Dissemination Agent that it anticipates that the Annual Report will be filed by _____.]

Dated: _____

DIGITAL ASSURANCE CERTIFICATION,
LLC, as Disclosure Dissemination Agent, on
behalf of the Issuer

cc:

EXHIBIT C-1
EVENT NOTICE COVER SHEET

This cover sheet and accompanying "event notice" may be sent to the MSRB, pursuant to Securities and Exchange Commission Rule 15c2-12(b)(5)(i)(C) and (D).

Issuer's and/or Other Obligated Person's Name: City of North Miami Beach, Florida

Issuer's Six-Digit CUSIP Number:

Or Nine-Digit CUSIP Number(s) of the bonds to which this notice relates:

Number of pages attached: _____

_____ Description of Notice Events (Check One):

1. _____ Principal and interest payment delinquencies;
2. _____ Non-payment related defaults, if material;
3. _____ Unscheduled draws on debt service reserves reflecting financial difficulties;
4. _____ Unscheduled draws on credit enhancements reflecting financial difficulties;
5. _____ Substitution of credit or liquidity providers, or their failure to perform;
6. _____ Adverse tax opinions, IRS notices or events affecting the tax status of the security;
7. _____ Modifications to rights of securities holders, if material;
8. _____ Bond calls, if material; Tender offers;
9. _____ Defeasances;
10. _____ Release, substitution, or sale of property securing repayment of the securities, if material;
11. _____ Rating changes;
12. _____ Bankruptcy, insolvency, receivership or similar event of the obligated person;
13. _____ Merger, consolidation, or acquisition of the obligated person, if material;
14. _____ Appointment of a successor or additional trustee or the change of name of a trustee, if material;
15. _____ Incurrence of a Financial Obligation of the Issuer or obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer or obligated person, any of which affect security holders, if material; and
16. _____ Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of the Financial Obligation of the obligated person, any of which reflect financial difficulties.

_____ Failure to provide annual financial information as required.

I hereby represent that I am authorized by the Issuer or its agent to distribute this information publicly:

Signature:

Name: _____ Title: _____

Digital Assurance Certification, LLC
315 E. Robinson Street, Suite 300
Orlando, FL 32801
407-515-1100

Date: _____

EXHIBIT C-2
VOLUNTARY EVENT DISCLOSURE COVER SHEET

This cover sheet and accompanying "voluntary event disclosure" may be sent to the MSRB, pursuant to the Disclosure Dissemination Agent Agreement, dated as of _____, 2024, between the Issuer and DAC.

Issuer's and/or Other Obligated Person's Name: City of North Miami Beach, Florida

Issuer's Six-Digit CUSIP Number:

Or Nine-Digit CUSIP Number(s) of the bonds to which this notice relates:

Number of pages attached: _____

_____ Description of Voluntary Event Disclosure (Check One):

1. _____ Amendment to continuing disclosure undertaking;
2. _____ Change in obligated person;
3. _____ Notice to investors pursuant to bond documents;
4. _____ Certain communications from the Internal Revenue Service;
5. _____ Secondary market purchases;
6. _____ Bid for auction rate or other securities;
7. _____ Capital or other financing plan;
8. _____ Litigation/enforcement action;
9. _____ Change of tender agent, remarketing agent, or other on-going party;
10. _____ Other Event-based disclosures.

I hereby represent that I am authorized by the Issuer or its agent to distribute this information publicly:

Signature:

Name: _____ Title: _____

Digital Assurance Certification, LLC
315 E. Robinson Street, Suite 300
Orlando, FL 32801
407-515-1100

Date: _____

EXHIBIT C-3
VOLUNTARY FINANCIAL DISCLOSURE COVER SHEET

This cover sheet and accompanying "voluntary financial disclosure" will be sent to the MSRB, pursuant to the Disclosure Dissemination Agent Agreement, dated as of _____, 2024 between the Issuer and DAC.

Issuer's and/or Other Obligated Person's Name: City of North Miami Beach, Florida

Issuer's Six-Digit CUSIP Number:

Or Nine-Digit CUSIP Number(s) of the bonds to which this notice relates:

Number of pages attached: _____

_____ Description of Voluntary Financial Disclosure (Check One):

1. _____ Quarterly/monthly financial information;
2. _____ Change in fiscal year/timing of annual disclosure;
3. _____ Change in accounting standard;
4. _____ Interim/additional financial information/operating data;
5. _____ Budget;
6. _____ Investment/debt/financial policy;
7. _____ Information provided to rating agency, credit/liquidity provider or other third party;
8. _____ Consultant reports; and
9. _____ Other financial/operating data.

I hereby represent that I am authorized by the Issuer or its agent to distribute this information publicly:

Signature:

Name: _____ Title: _____

Digital Assurance Certification, LLC
315 E. Robinson Street, Suite 300
Orlando, FL 32801
407-515-1100

Date: _____



**Legislation
11.4.**

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

MEMORANDUM

TO:	Mayor and City Commission
FROM:	Mario A. Diaz, City Manager
VIA:	
DATE:	October 15, 2024

RE: Resolution No. 2024-119 To Approve City Events, Fee Waiver, and Facility Usage Policy (Mario A. Diaz, City Manager)

Description

**BACKGROUND
ANALYSIS:**

The City of North Miami Beach Events, Fee Waiver, and Facility Usage Policy is a comprehensive set of guidelines designed to regulate the planning, organization, and execution of events on city-owned property. It applies to both internal city departments and external organizers, providing a framework for how events are approved, how fees are managed, and how city resources are used.

The policy defines the criteria for different types of events, such as community-scale events and major city events, and outlines the process for securing permits, applying for fee waivers, and using sponsorship funds. It aims to promote transparency, public participation, and equitable access to city facilities while ensuring efficient coordination among city departments and organizers.

RECOMMENDATION:

**FISCAL/ BUDGETARY
IMPACT:**

ATTACHMENTS:

Description

- ▣ Resolution
- ▣ Policy

RESOLUTION NO. 2024-XX

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING “ADDITIONAL CONTRACTOR OBLIGATIONS” OF THE AGREEMENT BETWEEN THE CITY OF NORTH MIAMI BEACH AND COASTAL WASTE & RECYCLING OF FLORIDA; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, as outlined in Section 35 “Additional Contractor Obligations” of the Agreement Between City of North Miami Beach (the “City”) and Coastal Waste & Recycling of Florida For: Solid Waste and Recycling Services (collectively, the “Agreement”), the City receives an annual allocation of \$60,000.00 to fund the City’s scholarships and City community initiatives; and

WHEREAS, the City receives an additional \$50,000.00 annually to fund the City’s Emergency Utilities and Rental Assistance Program; and

WHEREAS, the annual compensation for both allocations shall be payable on the anniversary date of the Agreement for so long as the contract is in force and effect; and

WHEREAS, to date, the City has received two (2) out of seven (7) annual payments that have not been expended, which currently provides \$120,000.00 for the City’s Scholarships and Community Initiatives and \$100,000.00 for the City’s Emergency Utilities and Rental Assistance Program; and

WHEREAS, based on feedback from Mayor & Commission, the attached Exhibit A is presented to implement for the life of the Agreement and is recommended for approval.

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 the attached Exhibit A is presented to implement for the life of the Agreement and is recommended for approval.

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 October 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

City of North Miami Beach
City Events, Fee Waiver, and Facility Usage Policy

Table of Contents

Policy Statement 2

Definitions 2

Event Classification 3

 A. Community Scale Events 3

 B. Major City Events 5

 C. Governmental/Municipal Use refers to assemblies that fall under the category of public benefit. These activities are primarily intended for providing or gathering information from the community and include use of facilities for Precinct and Polling, as well as other municipal purposes. 6

 C. Non-sponsored and Paid Events 7

City Events Policy..... 7

City Event Principals:..... 10

Event Promotion and Flyers 11

City Events Master Calendar Adoption 12

 Submission Deadline:..... 12

 Approval Process:..... 12

 Amendments and Modifications: 12

 Case-by-Case Basis Approval:..... 12

 Review and Decision: 13

 Approval or Denial: 13

Public Input: 13

Application and Processing, 14

 Charges And Fees for City Staffing, Facilities and Equipment..... 15

 Deposit 15

 Fees 15

 Facility Fees 16

 Denial, Revocation, or Cancellation of City Event Permit 16

 Facility Fee Waivers 16

 Procedure:..... 17

 Guidelines: 18

North Miami Beach Library: 19

Implementation: 20

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-

City of North Miami Beach

City Events, Fee Waiver, and Facility Usage Policy

being. Failure to obtain the required permit may lead to legal consequences and potential event disruption.

Informal Use of City Facilities:

Informal Use of City Facilities refers to the non-structured and casual use of city spaces by individuals or small groups for personal, recreational, or non-commercial activities. These uses do not disrupt public services or require any form of city coordination, event permit, or significant preparation by city departments. Examples include small, spontaneous gatherings at a park, personal picnics, or recreational use of city grounds where no formal event or logistical support is needed.

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

City of North Miami Beach

City Events, Fee Waiver, and Facility Usage Policy

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.

8. Mayor and Commission Authority to Organize Community Scale Events

The Mayor and each Commissioner may organize and sponsor up to **[X]** Community Scale Events per fiscal year without seeking formal commission approval. These events must adhere to the following guidelines:

a. Event Criteria:

- i. The event must meet the established Community Scale Events criteria, including attendance, duration, and scope limits.

b. Public Benefit:

- i. The event must serve a clear public purpose, benefiting residents, businesses, or the community of North Miami Beach.

c. Financial Limitations:

- i. Expenses related to the event, including food and beverage, police, city staff, and logistical support, must be funded through the Mayor's or Commissioner's contingency funds, without requiring additional allocations.
- ii. Sponsorship funds may be acquired to support the event. Funds must be received and deposited in the City's account before any expenditures can be attributed to the amount equal to the sponsorship. No expenses should be incurred against the sponsorship until the funds are confirmed in the City's possession.
- iii. An Event Application Form must be submitted to the Parks and Recreation Department, outlining the event details, budget, and any sponsorship involvement.

d. Notification Requirement:

- i. The City Manager's office must be notified at least **90** days before the event to ensure adequate coordination of city resources and avoid conflicts with other scheduled city events.

e. Public Participation:

- i. All events must allow for public access and participation, fostering community involvement in line with the city's commitment to transparency and inclusivity.

City of North Miami Beach

City Events, Fee Waiver, and Facility Usage Policy

- 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.

City of North Miami Beach

City Events, Fee Waiver, and Facility Usage Policy

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** refers to assemblies that fall under the category of public benefit. These activities are primarily intended for providing or gathering information from the community and include use of facilities for Precinct and Polling, as well as other municipal purposes.

1. Attendance:

- Typically fluctuates from fewer than 50 participants for smaller gatherings, with attendance potentially reaching several thousand throughout the day for elections or polling activities.

2. Duration:

- Generally limited to a few hours, not exceeding four, except for Precinct and Polling activities which may span the entire day.

3. Scope:

- Encompasses community engagement, business participation, or government employee activities. Informal gatherings by city officials or staff, including meetings, workshops, or training sessions, are included as long as they meet the public benefit criterion.

4. Venue Requirements:

- Primarily involves the use of meeting spaces, community rooms, or smaller venues appropriate for these gatherings. These venues should be selected in consultation with the City's Parks and Recreation Department to ensure availability and compatibility with the event's scale and purpose.

5. Typical Uses:

- **Public Benefit Events:** Assemblies related to the political and democratic process, including local and federal government agencies, inter-departmental meetings, and community forums.
- **Informal Use by Elected Officials and Staff:** Elected officials and city staff may use city facilities for informal gatherings without requiring pre-approval, provided the event promotes public benefit, remains non-disruptive, and allows public access and participation. Food and beverage may be provided, and funded through contingency funds or relevant department budgets, as long as the event is low-cost and minimal in resource impact.
- **Government Employee Training:** Use of city facilities for government employee training, town hall meetings, or informational sessions.

6. Logistical Impact:

- These gatherings impose minimal to no strain on public services, ensuring there are no significant disruptions to the normal functioning of city resources.

City of North Miami Beach

City Events, Fee Waiver, and Facility Usage Policy

7. Financial Responsibility: Use of contingency funds for light snacks and beverages is permitted for informal gatherings, provided the total expense remains within reasonable limits and adheres to the city's financial guidelines.

8. Public Access and Participation:

- All events and uses of city facilities under this category, including informal gatherings by elected officials and staff, must allow public access and encourage participation, ensuring transparency and community engagement in city affairs.

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.

City of North Miami Beach

City Events, Fee Waiver, and Facility Usage Policy

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 prepare 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

City of North Miami Beach

City Events, Fee Waiver, and Facility Usage Policy

<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, the applicant must provide a maintenance of traffic (MOT) plan and parking plan.

5. Mayor and Commission requested events not included in the adopted City Events Master Calendar.

5.1 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 the 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.

6.2 For proposed events not on the master calendar, the committee with a 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

6.3 Advisory Board Responsibilities

Whether an event is approved under section 6.1 or 6.2, it is the responsibility of the advisory board as a whole to plan and coordinate the event in collaboration with city staff. This coordination includes managing logistics, ensuring compliance with city policies, and working with staff to secure necessary resources and facilities.

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.

City of North Miami Beach

City Events, Fee Waiver, and Facility Usage Policy

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, 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.

City of North Miami Beach

City Events, Fee Waiver, and Facility Usage Policy

- 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.

Event Promotion and Flyers

All promotional materials, including event flyers for Community-Scale Events and Major City Events organized or sponsored by the Mayor, Commission, or Advisory Boards, must follow these guidelines:

1. Event Presentation:

- The flyer must clearly state that the event is presented by the "Mayor and Commission of North Miami Beach." If an Advisory Board is involved in the organization or sponsorship of the event, the board's name should also be included as part of the presenting group.

2. Individual Commissioner Names:

- The flyer may include the names of individual Commissioners and the Mayor. Names should be listed clearly and legibly, either at the bottom of the flyer or in another appropriate location, ensuring that each elected official is recognized for their involvement or sponsorship.

3. Design Consistency:

- Event flyers must maintain design consistency with city branding guidelines and should be reviewed by the Communications Department or a designated team to ensure adherence to city standards before distribution.

4. Public Transparency:

- Including the names of elected officials on event flyers promotes transparency and ensures that residents understand which officials and entities are supporting or sponsoring the event.

City of North Miami Beach

City Events, Fee Waiver, and Facility Usage Policy

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

City of North Miami Beach

City Events, Fee Waiver, and Facility Usage Policy

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:

City of North Miami Beach

City Events, Fee Waiver, and Facility Usage Policy

- 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

Event Type	Deadline to Submit Application (Days prior to the event)	Application Fee	Approval Authority
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.

City of North Miami Beach

City Events, Fee Waiver, and Facility Usage Policy

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>
Parks and Recreation Department: Recreation Maintenance \$30/hr. Recreation Support \$15/hr. Recreation Supervisor \$45/hr. Theater Technical \$45/hr.	<ul style="list-style-type: none">• 4 hours minimum• Additional fees may apply• Additional clean-up fees to be determined by event size and type
Police Department: Police officer \$80/hr. (City Sponsored) Police officer \$48/hr. off duty	<ul style="list-style-type: none">• 4 Hours Minimum• For events expecting 100+ participants, two (2) police officers are required at a 4-hour minimum. For every 50 participants after 100,

City of North Miami Beach

City Events, Fee Waiver, and Facility Usage Policy

an additional police officer will be required.

Public Works Department:

Public Works Beautification \$30/hr.

Public Works Electrician \$50/hr.

Public Works Supervisor \$40/hr.

- 4 hours minimum
- Additional fees may apply
- **Additional clean-up fees to be determined by event size and type**

Staffing fees subject to change by City Commission.

Facility Fees

For detailed information regarding fees, kindly visit the city website at 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. Use of City facilities by any group does not imply library endorsement of the aims, policies, or activities of such group.

City of North Miami Beach

City Events, Fee Waiver, and Facility Usage Policy

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 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:

City of North Miami Beach

City Events, Fee Waiver, and Facility Usage Policy

- 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 waiver in a one-year fiscal period. Any additional requests must be approved through the City Commission.
- 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.**

City of North Miami Beach

City Events, Fee Waiver, and Facility Usage Policy

- **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.
 - **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 meetings.
 - **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.

City of North Miami Beach

City Events, Fee Waiver, and Facility Usage Policy

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. Use of City facilities by any group does not imply library endorsement of the aims, policies, or activities of such group.

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.

DRAFT



**Legislation
11.5.**

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

MEMORANDUM

TO:	Mayor and City Commission
FROM:	Marline Monestime, Chief of Staff
VIA:	Mario A. Diaz, City Manager
DATE:	October 15, 2024

RE: Resolution No. R2024-120 To Approve Coastal Waste & Recycling of Florida Contractual Obligation Donation Allocations (Marline Monestime, Chief of Staff)

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.

To date, the City has received 2 out of 7 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: Based on feedback from Mayor & Commission, the attached Exhibit A is presented to implement for the life of the agreement and is recommended for approval.

**FISCAL/ BUDGETARY
IMPACT:**

\$ 110,000 x 7 Years (based on current contract terms and status) = \$
770,000 total contribution

ATTACHMENTS:

Description

- ▣ Resolution
- ▣ Exhibit A- Proposed Allocations
- ▣ Coastal Waste & Recycling Agreement

RESOLUTION NO. 2024-XX

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING “ADDITIONAL CONTRACTOR OBLIGATIONS” OF THE AGREEMENT BETWEEN THE CITY OF NORTH MIAMI BEACH AND COASTAL WASTE & RECYCLING OF FLORIDA; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, as outlined in Section 35 “Additional Contractor Obligations” of the Agreement Between City of North Miami Beach (the “City”) and Coastal Waste & Recycling of Florida For: Solid Waste and Recycling Services (collectively, the “Agreement”), the City receives an annual allocation of \$60,000.00 to fund the City’s scholarships and City community initiatives; and

WHEREAS, the City receives an additional \$50,000.00 annually to fund the City’s Emergency Utilities and Rental Assistance Program; and

WHEREAS, the annual compensation for both allocations shall be payable on the anniversary date of the Agreement for so long as the contract is in force and effect; and

WHEREAS, to date, the City has received two (2) out of seven (7) annual payments that have not been expended, which currently provides \$120,000.00 for the City’s Scholarships and Community Initiatives and \$100,000.00 for the City’s Emergency Utilities and Rental Assistance Program; and

WHEREAS, based on feedback from Mayor & Commission, the attached Exhibit A is presented to implement for the life of the Agreement and is recommended for approval.

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 the attached Exhibit A is presented to implement for the life of the Agreement and is recommended for approval.

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 October 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

Exhibit A- Coastal Waste & Recycling Contractual Obligations
Annual allocation distributions for NMB Residents Only:

\$50,000- Allocation towards Rent Assistance & Utility Assistance Program

Rent Assistance (\$25,000):

- one-time payment per household, per year
- payment for one month, maximum \$2,500 with late fees
- Income 120% of AMI based on US HUD income limit chart

Utility Assistance (\$25,000):

- one-time payment per household, per year
- maximum \$600
- Income 120% of AMI based on US HUD income limit chart

\$60,000- Allocation towards City Scholarship and City's Community Initiatives

General Scholarship Fund (\$15,000):

- One-time \$1,000 scholarship for residents seeking to obtain a certification or college degree (Associates, Bachelors, Masters, or Doctorate)
- Proof of course registration required

John Philome Scholarship Fund (\$15,000):

- One-time \$1,500 scholarship for residents interested in criminal justice, law enforcement, or similar career path.
- This fund can also be used to contribute up to \$1,500 to go towards education or equipment for NMBPD cadets. NMB residency not required.

Community Initiatives (\$30,000):

- To assist with funding food drives, and city signature events (up to \$5,000 for each event, at the discretion of the City Manager)



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 1st 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 20th 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).

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 (20th) 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 (20th) 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
Total	\$38.88 per unit

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
Total	\$41.67 per unit

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
Total	\$15.93 per cubic yard

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
Total	\$29.98 per cubic yard

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:

$$PC = \text{CPI-WST1 divided by CPI-WST2, minus 1.0} \times 100$$

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 30th 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 30th 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 sanitarily 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, 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 33rd 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.

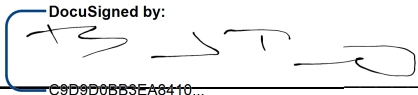
The failure of CONTRACTOR to pay amounts to CITY under the terms of this Contract within five (5) calendar days after such amounts become finally due and payable shall be considered a Material Breach or Material Default in the performance of any covenant or obligation of CONTRACTOR and therefore shall 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.

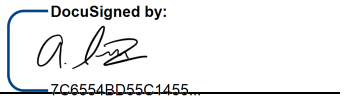
**CONTRACTOR
COASTAL WASTE & RECYCLING**

By: 
C9D9D0B83EA6410...
Brendon Pantano, CEO

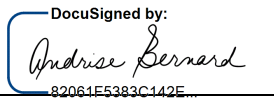
Date: 3/21/2022

Attest: _____
Corporate Seal / Notary Public

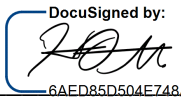
CITY OF NORTH MIAMI BEACH

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>
Total Curbside Rate	\$44.72

2 nd Cart Monthly Service Fee	
Collection	\$ 5.33
MSW Disposal	\$ 9.67
<u>Franchise Fee 15%</u>	<u>\$ 2.25</u>
Total 2nd Cart Curbside Rate	\$17.25

**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>
Total Alley Service Rate	\$47.92

2 nd Cart Monthly Service Fee	
Collection	\$ 5.33
MSW Disposal	\$ 9.67
<u>Franchise Fee 15%</u>	<u>\$ 2.25</u>
Total 2nd Cart Alley Service Rate	\$17.25

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>
Total Multi-Family Non-Compacted Rate per yard	\$20.24

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>
Total Compacted Rate per yard	\$38.08

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>
Total Commercial Non-Compacted Rate per yard	\$21.51

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>
Total Commercial Compacted Rate per yard	\$40.48

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>
Total Monthly Fee	\$56.26

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>
Total Monthly Fee	\$ 94.50

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
Rate Per Pick up	\$438.75*

***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
Rate Per Pick up	\$438.75*

***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

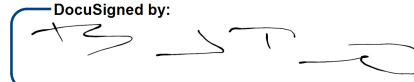
CONTRACTOR acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of,

- (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**

Year	Make	Model	
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



**Legislation
11.6.**

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

MEMORANDUM

TO:	Mayor and City Commission
FROM:	Mario A. Diaz, City Manager
VIA:	
DATE:	October 15, 2024

RE: Resolution No. R2024-121 To Approve City Commission Meeting Dates for the 2025 Calendar Year
(Andrise Bernard, MMC, City Clerk)

Description

In response to the commission's request for a more manageable and efficient agenda by holding two meetings per month, I am presenting a recommendation on how to divide the agenda between the sessions. The key difference between our current structure and the proposed two-meeting format is the distribution of the workload, which would allow for more focused discussions and reduce the need to compress time for each agenda item.

Meeting 1 would focus on general business, including legislative items, public comment, business tax receipts, appointments, the consent agenda, and reports from the City Attorney, City Clerk, and City Manager.

Meeting 2 would be reserved for quasi-judicial items and discussions requiring in-depth analysis and decision-making. This ensures there is adequate time for deliberation on complex issues without rushing. Meeting 2 would only be scheduled if there are quasi-judicial or significant discussion items.

To illustrate the differences between the current meeting structure and the proposed two-meeting approach, I have provided the following comparison:

**BACKGROUND
ANALYSIS:**

Agenda Items	Current Meeting	Proposed Meeting 1	Proposed Meeting 2
Roll Call of City Officials	?	?	?
Invocation	?	?	?
Pledge of Allegiance	?	?	?
Requests for Withdrawals, Deferments, and Additions to the Agenda	?	?	?
Presentations / Discussions	?	?	
Public Comment	?	?	?
Announcements	?	?	
City Commission Reports	?	?	?
Consent Agenda	?	?	
Legislative Items	?	?	
Business Tax Receipts	?	?	
Appointments	?	?	
Miscellaneous Items	?	?	
Quasi-Judicial Items	?		?
Discussion Items	?		?
City Manager's Report	?	?	
City Attorney's Report	?	?	
Mayor's Discussion	?		?
Adjournment	?	?	?

Additionally, to ensure that meetings run efficiently, I suggest the commission set a firm end time of 10:00 PM for both meetings, instead of the current 12:00 AM end time. If additional time is needed, the Commission can vote to extend the meeting. This would help to maintain focused discussions, prevent meeting fatigue, and ensure decisions are made with optimal attention and clarity.

Staff is currently conducting a comprehensive review of all policies and guidelines that govern how the agenda is structured and how items are assigned to specific sections. This review aims to ensure consistency and improve the overall efficiency of the agenda composition process. Any significant changes resulting from this review will be brought forward for further discussion as needed.

RECOMMENDATION: Approval.

**FISCAL/ BUDGETARY
IMPACT:** None.

ATTACHMENTS:

Description

▣ Resolution

RESOLUTION NO. 2024-XX

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING COMMISSION’S REQUEST FOR TWO MEETINGS PER MONTH; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission, desires to adopt a two meeting format per month to improve workload distribution, allow for more focused discussions and reduce the need to compress time for each agenda item; and

WHEREAS, Meeting 1 would focus on general business, including legislative items, public comment, business tax receipts, appointments, the consent agenda, and reports from the City Attorney, City Clerk, and City Manager; and

WHEREAS, Meeting 2 would be reserved for quasi-judicial items and discussions requiring in-depth analysis and decision-making to ensure adequate time for deliberation on complex issues; and

WHEREAS, the City Commission sets a firm end time of 10:00 PM for both meetings.

FIRST CITY COMMISSION MEETING DATES	SECOND CITY COMMISSION MEETING DATES
Tuesday, January 21, 2025 at 6:00 pm	Thursday, January 23, 2025 at 6:00 pm
Tuesday, February 18, 2025 at 6:00 pm	Thursday, February 27, 2025 at 6:00 pm
Tuesday, March 18, 2025 at 6:00 pm	Thursday, March 27, 2025 at 6:00 pm
Tuesday, April 15, 2025 at 6:00 pm	Thursday, April 24, 2025 at 6:00 pm
Tuesday, May 20, 2025 at 6:00 pm	Thursday, May 22, 2025 at 6:00 pm
Tuesday, June 17, 2025 at 6:00 pm	Thursday, June 26, 2025 at 6:00 pm
Tuesday, July 15, 2025 at 6:00 pm	Thursday, July 24, 2025 at 6:00 pm
Tuesday, August 19, 2025 at 6:00 pm	Thursday, August 28, 2025 at 6:00 pm
Tuesday, September 16, 2025 at 6:00 pm	Thursday, September 25, 2025 at 6:00 pm

Tuesday, October 21, 2025 at 6:00 pm	Thursday, October 23, 2025 at 6:00 pm
Tuesday, November 18, 2025 at 6:00pm	Thursday, November 20, 2025 at 6:00 pm
Tuesday, December 16, 2025 at 6:00 pm	Thursday, December 18, 2025 at 6:00 pm

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 request for a more manageable and efficient agenda by holding two meetings per month with a firm end time of 10:00 PM for both meetings.

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 October 2024**.

ATTEST:

ANDRISE BERNARD, MMC

EVAN S. PIPER

CITY CLERK

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



**Legislation
11.7.**

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

MEMORANDUM

TO:	Mayor and City Commission
FROM:	Pedro Melo, Interim NMB Water Director
VIA:	City Manager Mario Diaz
DATE:	October 15, 2024

RE: Resolution No. R2024-122 To Approve All Webbs Enterprise Change Order (Pedro Melo, Interim NMB Water Director)

Description

**BACKGROUND
ANALYSIS:**

City of North Miami Beach awarded a contract for the Norwood Water Treatment Plant Improvements Phase II – Production Wells (WATR2002B) to All Webb’s Enterprise, Inc. in accordance with Invitation to Bid (ITB) No. 21-076-MC on August 8, 2022, in an amount of \$2,835,050.00.

During the well development process, the contractor observed increased sand production. The sand production and weather events resulted in the project being halted. The findings from conducting a Ground Penetrating Radar survey and Cone Penetration Tests confirmed that remediation of the surrounding area is required. These measures include, but are not limited to, soil stabilization and installation of a well screen. The corrective maintenance services will result in an increase of \$260,000.

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 with All Webb’s to increase the previously approved expenditure by \$260,000, thereby increasing the total expenditure to \$3,095,050.

**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 WITH ALL WEBB'S ENTERPRISE, INC., INCREASING THE CONTRACT AMOUNT BY \$260,000.00; 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 a contract for the Norwood Water Treatment Plant Improvements Phase II – Production Wells (WATR2002B) to All Webb's Enterprise, Inc. ("All Webb's") in accordance with Invitation to Bid (ITB) No. 21-076-MC on August 8, 2022, in an amount of \$2,835,050.00; and

WHEREAS, during the well development process, the contractor observed and confirmed that remediation of the surrounding area is required. These measures include, but are not limited to, soil stabilization and installation of a well screen. The corrective maintenance services will result in an increase of \$260,000.00 ("Change Order") and;

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

WHEREAS, the City Manager and Chief Procurement Officer recommend that the City Commission approve and authorize the City Manager or designee to execute a Change Order to the previously approved contract with All Webb's to increase the previously approved expenditure by \$260,000, thereby increasing the total expenditure to \$3,095,050.00; and

WHEREAS, the Mayor and City Commission believe it is in the best interests of the City approve and authorize the City Manager or designee to execute a Change Order to the previously approved contract with All Webb's Enterprise, Inc. to increase the previously approved expenditure by \$260,000.00, thereby increasing the total annual expenditure to \$3,095,050.00 for the Norwood Water Treatment Plant Improvements Phase II – Production Wells.

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 Change Order, in substantially the form attached as Exhibit “A,” to the previously approved contract with All Webb’s Enterprise, Inc. to increase expenditure by \$260,000.00 for a total expenditure of \$3,095,050.00 for the purchase of Norwood Water Treatment Plant Improvements Phase II – Production Wells, 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]

RESOLUTION NO. R2024-XX

APPROVED AND ADOPTED by the City of North Miami Beach City Commission at the regular meeting assembled this **15th day of October 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
JOSEPH S. GELLER

Sponsored by: Mayor & Commission

RESOLUTION NO. R2024-XX



EXHIBIT A

CHANGE ORDER FORM

PROCUREMENT MANAGEMENT DIVISION

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

Summary of Amount	
<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:

[Empty box for Description of Change]

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:

APPROVED:

(Project Manager / Preparer)

By: _____
(Finance Department) (Date)

By: *R. Reid*

(Division Approval)

By: _____
(Procurement Department) (Date)

Construction Manager 9/3/2024

(Signature) (Date)

By: _____
(Department Head) (Date)

By: _____
(Mario A. Diaz, City Manager) (Date)



PROCUREMENT EXPLANATION MEMO

PROCUREMENT MANAGEMENT DIVISION

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

VIA: Chief Procurement Officer

FROM: _____
Name

Title/Department

DATE: _____

RE: _____

Fiscal Amount not to Exceed: \$ _____ **Vendor #** _____

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

Background:

Recommendation:

Fiscal Impact / Account Number(s):

Contact Person(s):

RESOLUTION NO. R2022-30

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING THE AWARD OF INVITATION TO BID ITB-21-076-MC- “NORWOOD WTP IMPROVEMENTS PHASE II-PRODUCTION WELLS (WATR2002B)”; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO NEGOTIATE AND EXECUTE AN AGREEMENT ALL WEBB’S ENTERPRISE, INC. AND EXPEND AN BUDGETED AMOUNT UP TO BUT NOT TO EXCEED \$2,835,050.00; PROVIDING THE CITY MANAGER AND CITY ATTORNEY WITH THE AUTHORITY TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in line with the City of North Miami Beach’s (“City”) Strategic Plan of providing excellent municipal services and a high performing City organization providing exceptional water quality, Public Utilities Department (“NMB Water”) provides water service within the City of North Miami Beach, Aventura, Miami Gardens, Sunny Isles Beach and parts of unincorporated Miami-Dade County; and

WHEREAS, NMB Water requires a contractor for the installation and testing of two wells sites, the Biscayne Aquifer, and Upper Floridan Aquifer, to install replacement wells; and

WHEREAS, the City issued Invitation to Bid No. ITB-21-076--MC “Norwood WTP Improvements Phase II-Production Wells (Watr2002B); and

WHEREAS, ITB notices were electronically mailed to over 5,000 potential, local and national suppliers as well as advertised on the City’s website; and

WHEREAS, on September 27, 2021, only two bids were received by the City; and

WHEREAS, Procurement Management Division conducted an administrative review of the submissions and deemed them responsive and responsible; and

WHEREAS, the NMB Water Department and the Procurement Department reviewed the apparent lowest responsive and responsible bid from All Webb’s Enterprise Inc., and recommends the award in an amount up to \$2,835,050.00 to All Webb’s Enterprise; 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 based on recommendation of the City Manager; and

WHEREAS the City Manager conducted his own due diligence and concurs with the recommendation to award of the ITB to the lowest responsive and responsible bidder, All Webb’s Enterprise Inc., in an amount up to \$2,835,050.00; and

WHEREAS the Mayor and City Commission find it to be in the best interests of the City to award the ITB to All Webb's Enterprise Inc. and authorize the City Manager or designee to negotiate and execute an agreement, in an amount up to \$2,835,050.00.

WHEREAS, the Mayor and City Commission believe it is in the best interests of the City to authorize the City Manager or designee to approve an agreement with All Webb's Enterprise Inc., in an amount up to but not to exceed \$2,835,050.00.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Commission of the City of North Miami Beach, Florida:

Section 1. The aforementioned recitals are true and correct.

Section 2. The Mayor and City Commission hereby authorize the City Manager or designee to negotiate and execute an agreement with All Webb's Enterprise Inc., in an amount not to exceed \$2,835,050.00, provided such agreement is reviewed by the City Attorney for legal sufficiency.

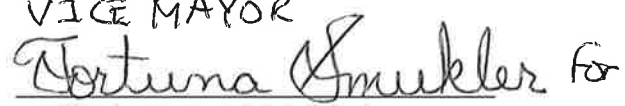
Section 3. The Mayor and City Commission hereby provide the City Manager and City Attorney with the authority to do all things necessary to effectuate this resolution.

Section 4. This Resolution shall take effect immediately upon approval.

APPROVED AND ADOPTED by the City of North Miami Beach City Commission at the regular meeting assembled this 15th day of **February 2022**.

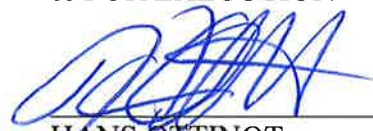
ATTEST:


ANDRISE BERNARD, MMC
CITY CLERK

VICE MAYOR

ANTHONY F. DEFILLIPO
MAYOR

(CITY SEAL)

APPROVED AS TO FORM, LANGUAGE
& FOR EXECUTION


HANS OTTINOT
INTERIM CITY ATTORNEY

Sponsored by: Mayor and 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

TO:	Mayor and City Commission
FROM:	Sam Zamacona, Public Works Director
VIA:	Mario A Diaz, City Manager
DATE:	October 15, 2024

RE: Resolution No. R2024-123 To Approve Washington Park Sewer & Lift Station (Sam Zamacona, Public Works Director)

Description

As the City kicks off of the long-awaited Washington Park Redevelopment Project, an invitation to bid was issued for Phase One of the construction. The Washington Park Pump Station and Force Main project is essential to the efficiency and productivity of the Washington Park and abutting neighborhood underground utility infrastructure. Without this critical component the vertical construction in Phase Two will not be feasible. Design has been completed to install new pumps and force main to facilitate the construction outlined in ITB-24-033-SG.

**BACKGROUND
ANALYSIS:**

The solicitation was posted on the City's website and BidSync, with electronic notification sent to over 15,600 suppliers. In addition, the solicitation was also advertised in the Miami Herald.

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 ITB to the lowest responsive, responsible bidder to successfully complete the underground utility infrastructure necessary for the Washington Park Redevelopment project.

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

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 INVITATION TO BID NO. ITB-24-033-SG – WASHINGTON PARK PUMP STATION & FORCE MAIN PROJECT – PARK 1912; 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; 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, the City issued an Invitation to Bid No. ITB-24-033-SG (“ITB”) for “*Washington Park Pump Station & Force Main Project – Park 1912*”, pursuant to the ITB, the selected contractor is required to provide all necessary project labor, machinery, materials, equipment, supplies, permits, and related incidentals necessary for the installation of a new pump station and approximately 5,825 linear feet of 10-inch ductile iron pipe force main including all pipes, fittings and appurtenances; and

WHEREAS, the solicitation was posted on the City’s website and BidSync, with electronic notification sent to over 15,600 suppliers. In addition, the solicitation was also advertised in the Miami Herald. On October 7, 2024, the City received two (2) bids from Southern Underground Industries, Inc. and David Mancini & Sons, Inc.; and

WHEREAS, the NMB Water and Procurement Management Departments reviewed the bids and conducted a responsibility review meeting, and determined that Southern Underground Industries, Inc. (“Southern”) submitted the lowest responsive and responsible bid and recommend award of the ITB to Southern in an estimated not to exceed amount of \$5,454,365.00. The City will ensure that the final executed contract price is aligned with the City’s budget through value engineering, negotiations and the use of the City’s Direct Material Purchase exemption clause; 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 ITB and execute a contract with Southern in an estimated not to exceed amount of \$5,454,365.00; and

WHEREAS the Mayor and City Commission believe it is in the best interests of the City to authorize the City Manager to award the ITB-24-033-SG Washington Park Pump Station & Force Main Project – Park 1912 and execute a contract with Southern Underground Industries, Inc., in an estimated not to exceed amount of \$5,454,365.00, for the successful installation of the pump station and 10-inch ductile iron pipe force main.

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 and City staff and award ITB-24-033-SG Washington Park Pump Station & Force Main Project – Park 1912 to Southern Underground Industries, Inc., and authorize the City Manager to execute a contract with Southern, in an estimated not to exceed amount of \$5,454,365.00, subject to budget appropriation and availability of funds, through value engineering, negotiations and the use of the City’s Direct Material Purchase exemption clause.

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 **15th day of October 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



(https://www.periscopeholdings.com/)

Bid #ITB-24-033-SG - WASHINGTON PARK PUMP STATION AND FORCE MAIN PROJECT

City of North Miami Beach, FL
Procurement

Time left: 4 days, 3 hrs
Bid started: Sep 03, 2024 6:26:03 PM EDT
Bid ends: Oct 07, 2024 3:00:00 PM EDT



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Download Bid Packet

Add to My bids

Details

Documents

Line items

Pre-bid conference

Vendor ads

Bid #ITB-24-033-SG - WASHINGTON PARK PUMP STATION AND FORCE MAIN PROJECT



Bid contact: [Please log in to view Bid contact information](#)
Issuing agency: City of North Miami Beach, FL [See other Bids by this agency.](#)
Issuing department: Procurement [See other Bids by this department](#)
Bid Comments: The City of North Miami Beach, Florida ("City") is seeking a qualified firm(s) ("CONTRACTOR") to submit a bid for the "**Washington Park Pump Station & Force Main Project – Park1912**" as outlined in Section 3.2 Scope of Services, technical specifications, drawings and all addenda issued prior to the closing of the bid.

PRE-BID & SITE VISIT TO BE SCHEDULED AND NOTICED VIA ADDENDUM - It is recommended that all interested proposers visit the site at their own leisure. It will be the sole responsibility of the bidder to be familiar with the scope of the City's requirements and systems prior to submitting a bid. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the proposer has familiarized themselves with the nature and extent of the work, equipment, materials, and labor required.

It will be the sole responsibility of the bidder to ensure that his bid is submitted prior to the bid opening date and time listed. **PAPER BID SUBMITTALS WILL NOT BE ACCEPTED. BIDS MUST BE SUBMITTED ELECTRONICALLY VIA BIDSUNC.COM

> Bid Security: A certified check, cashier's check, bank officer's check or bid bond for **FIVE** percent (**5%**) of the bid amount, made payable to the City North Miami Beach, Florida, shall accompany each proposal.

> Bid Bonds: Bidders can submit bid bonds for projects four different ways:

- 1.) BidSync allows bidders to submit bid bonds electronically directly through their system using **Surety 2000** . For more information on this feature and to access it, contact BIDSUNC customer care department.
- 2.) Bidders may **upload** their original executed bid bond on BIDSUNC to accompany their bids with the electronic proposal, and deliver the original, signed and sealed hard copy within five (5) business days after bid opening, with the company name, bid number and title clearly indicated.
- 3.) Bidders can **hand deliver** their bid bond in a sealed envelope to the Procurement Management Division, Suite 315, 17011 NE 19th Ave. North Miami Beach, FL 33162-3100, before time of bid opening, with the company name, bid number and title clearly indicated on the envelope.
- 4.) Bidders can **mail** their bid bond to the Procurement Management Division, Suite 315, 17011 NE 19th Ave. North Miami Beach, FL 33162-3100, before time of bid opening, with the company name, bid number and title clearly indicated on the envelope.

Certified Checks, Cashier's Checks and Bank

Drafts. These **cannot** be submitted via BIDSYNC, nor are their images allowed to be uploaded and submitted with your electronic bid. These forms of securities, as well as hard copy bid bonds, must be received on or before the Invitation to Bid (ITB) opening date and time, at the Procurement Management Division, Suite 315, 17011 NE 19th Ave. North Miami Beach, FL 33162-3100, with the bid number and title clearly indicated on the envelope. It is the bidder's sole responsibility to ensure that his bid bond or other bid security is received by the Procurement Services Division before time of bid opening. Failure to adhere to this requirement may be grounds to consider the bid as non-responsive.

PERFORMANCE AND PAYMENT BOND Within ten (10) days of the award of contract, the Proposer shall provide the following surety bonds, each in the amount of one hundred percent (100%) of the contract price, and issued by a properly licensed surety company, listed in the current issue of the Federal Register published by the Department of the Treasury, acceptable to the City of North Miami Beach

The City of North Miami Beach reserves the right to waive any informality in any or all bids and to reject any or all bids.

For information concerning technical specifications, please utilize the question/answer feature provided by BIDSYNC at www.bidsync.com . Questions of a material nature must be received prior to the cut-off date specified in the solicitation. Material changes, if any, to the scope of services or bidding procedures, will only be transmitted by written addendum. (See addendum section of BIDSYNC Site). Contractors please note: No part of your bid can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the Contractor has familiarized himself with the nature and extent of the work, equipment, materials, and labor required. The entire bid response must be submitted in accordance with all specifications contained in this solicitation.

Added on Sep 13, 2024:

****ADDENDUM #1 - UPDATED PERMIT SET DRAWINGS
ON-SITE PRE-BID MEETING WILL BE HELD ON: MONDAY
SEPTEMBER 23, 2024 @ 10:00 AM - WASHINGTON PARK 1467 NE 152
TER, NORTH MIAMI BEACH, 33162**

Added on Oct 1, 2024:

****ADDENDUM #2 - UPDATED PERMIT SET DRAWINGS AND OPC
UPLOADED --MUST RE-DOWNLOAD BID PACKET
BID CLOSE DATE CHANGED TO MONDAY, OCTOBER 7, 2024 @ 3PM**

Added on Oct 2, 2024:

****ADDENDUM #3 - QUESTIONS/ANSWERS AND BID CLARIFICATION -
- MUST RE-DOWNLOAD BID PACKET****

Description: Complete all documents included in ATTACHMENT A - BID PROPOSAL.
Upload to bid submittal.

Delivery location: [Please log in to see the delivery location](#)

Classification codes: [View classification codes](#)

Contract duration:

Contract renewal: Not Applicable

Prices good for: 1 year

Regions: Florida, Miami-dade

Please log in to see Bid details or to add this to My Bids. If you are not registered, [please register](#) for free.

Login

Register now!

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**Legislation
11.9.**

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

MEMORANDUM

TO:	Mayor and City Commission
FROM:	Sophia Taylor, Interim Finance Director
VIA:	Mario A. Diaz, City Manager
DATE:	October 15, 2024

RE: Resolution No. R2024-124 To Approve External Audit Services (Sophia Taylor, Interim Finance Director)

Description

The City of North Miami Beach solicited the services of a qualified Independent Certified Public Accountant to audit the City's financial statements for the fiscal years ending September 30, 2024, 2025, 2026, 2027 and 2028 and any required Special Reports such as Grants or other compliance reporting, as well as auditing those financial statements and other Special Reports for the subsequent two fiscal years.

**BACKGROUND
ANALYSIS:**

On May 20, 2024, the City issued Request for Proposals No. RFP-24-018-SG ("RFP") for "*External Auditing Services*"; for a five (5) year term.

Electronic notices were posted on the City's website and Bidsync.com, and notifications were sent to over 7,900 potential local and national vendors.

On July 15, 2024, three (3) responses were received from Marcum LLP, Anthony Brunson PA and Caballero Fierman Llerena & Garcia LLP.

RECOMMENDATION: City Manager conducted his own due diligence concurs with the recommendation of the Evaluation Committee, and the Procurement Management Department, to negotiate an agreement with the first ranked respondent, and if negotiations are unsuccessful, with the next highest ranked firm successively, until an acceptable agreement can be

recommended for the City Commission consideration and approval

FISCAL/ BUDGETARY

IMPACT: As approved in the adopted 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 THE RANKING OF THE THREE (3) MOST HIGHLY QUALIFIED FIRMS THAT RESPONDED TO REQUEST FOR QUALIFICATIONS RFP-24-018-SG EXTERNAL AUDITING SERVICES; AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE AN AGREEMENT WITH THE TOP-RANKED, MOST-QUALIFIED FIRM AND, IF NEGOTIATIONS ARE UNSUCCESSFUL, WITH THE NEXT HIGHEST RANKED FIRM SUCCESSIVELY, UNTIL AN ACCEPTABLE AGREEMENT CAN BE RECOMMENDED FOR CITY COMMISSION APPROVAL.

WHEREAS, on May 20, 2024, the City issued Request for Proposals (“RFP”) RFP-24-018-SG External Auditing Services (“Audit Services”), seeking said services for a five (5) year term, utilizing the minimum qualifications for said position as set forth in the solicitation and the State of Florida Auditor General Guidance, with the intent of narrowing the applicants for the City Commission’s consideration; and

WHEREAS, electronic notices were posted on the city’s website and Bidsync.com, sent to over 7,900 potential, local and national firms; and

WHEREAS, on July 15, 2024, three (3) responses were received from Marcum LLP, Anthony Brunson PA and Caballero Fierman Llerena & Garcia LLP; and

WHEREAS, the Procurement Management Department conducted an administrative review of the submissions and deemed all submissions responsive. On September 11, 2024, at a publicly advertised meeting, the Evaluation Committee submitted initial scoring of the responses. The Evaluation Committee conducted a public discussion, regarding the established evaluation criteria, including but not limited to: Approach to Providing External Auditing Services, Experience, Qualification & References; and

WHEREAS, a recommendation of the three (3) highest ranked respondents is:

- 1st Marcum, LLP
- 2nd Caballero Fierman Llerena & Garcia LLP
- 3rd Anthony Brunson PA

WHEREAS, the City Manager conducted his own due diligence, and concurs with the recommendation of the Evaluation Committee, and the Procurement Management Department, to negotiate an agreement with the first ranked respondent, Marcum, LLP and if negotiations are unsuccessful, with the next highest ranked firm successively, until an acceptable agreement can be recommended for the City Commission’s consideration and approval; and

WHEREAS, the Mayor and City Commission find it to be in the best interests of the City to accept the ranking of the respondents as specified herein and authorize the City Manager to negotiate an agreement with the first ranked respondent, Marcum, LLP and if negotiations are unsuccessful, with the next highest ranked firm successively, until an acceptable agreement can be recommended for City Commission consideration and approval.

NOW, THEREFORE, BE IT RESOLVED by the 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 approve the following rankings for the RFP as follows:

- 1st Marcum, LLP
- 2nd Caballero Fierman Llerena & Garcia LLP
- 3rd Anthony Brunson PA

Section 3. The City Manager or designee is authorized to do all things necessary to effectuate this Resolution, including negotiate an agreement with the highest ranked respondent and if negotiations are unsuccessful, with the next highest ranked firm successively, until an acceptable agreement can be recommended for the City Commission consideration and approval.

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 15th day of **October 2024**.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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
JOSEPH S. GELLER

Sponsored by: Mayor & Commission

RESOLUTION NO. R2024-XX

EXHIBIT A

Bid #RFP-24-018-SG - EXTERNAL AUDITING SERVICES

Creation Date **May 20, 2024**

End Date **Jul 15, 2024 3:00:00 PM EDT**

Start Date **May 20, 2024 5:17:55 PM EDT**

Awarded Date **Not Yet Awarded**

Marcum LLP	\$130,985.00 (7/7 items)
Bid Contact Moises Ariza Moises.Ariza@marcumllp.com Ph 305-995-9612	Address MIAMI, FL 33131

Agency Notes:	Supplier Notes:
----------------------	------------------------

Item #	Line Item	Unit Price	Qty/Unit	Total Price
RFP-24-018-SG-01-01	TOTAL ALL-INCLUSIVE PRICE PER ENGAGEMENT: City of North Miami Beach Annual Audit Engagement - First Offer	\$116,000.00	1 / year	\$116,000.00

Product Code: Agency Notes:	Supplier Product Code: Supplier Notes: Marcum's entire proposal is attached here as an attachment.
--	--

RFP-24-018-SG-01-02	TOTAL ALL-INCLUSIVE PRICE PER ENGAGEMENT: City of North Miami Beach Community Redevelopment Agency (CRA) - First Offer	\$9,000.00	1 / year	\$9,000.00
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Product Code: Agency Notes:	Supplier Product Code: Supplier Notes:
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RFP-24-018-SG-01-03	TOTAL ALL-INCLUSIVE PRICE PER ENGAGEMENT: City of North Miami Beach Children's Trust Contracts - First Offer	\$5,000.00	1 / year	\$5,000.00
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Product Code: Agency Notes:	Supplier Product Code: Supplier Notes:
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Lot Total: \$130,000.00

Item #	Line Item	Unit Price	Qty/Unit	Total Price
RFP-24-018-SG-02-01	STAFF PRICING: HOURLY RATES FOR ADDITIONAL PROFESSIONAL FEES: PARTNER - First Offer	\$395.00	1 / hour	\$395.00

Product Code: Agency Notes:	Supplier Product Code: Supplier Notes:
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RFP-24-018-	STAFF PRICING: HOURLY RATES FOR ADDITIONAL PROFESSIONAL FEES: SENIOR LEVEL STAFF - First Offer	\$195.00	1 / hour	\$195.00
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SG-02-02				
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:		
RFP-24-018-SG-02-03	STAFF PRICING: HOURLY RATES FOR ADDITIONAL PROFESSIONAL FEES: MANAGER - First Offer	\$245.00	1 / hour	\$245.00
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:		
RFP-24-018-SG-02-04	STAFF PRICING: HOURLY RATES FOR ADDITIONAL PROFESSIONAL FEES: ADMINISTRATIVE STAFF - First Offer	\$150.00	1 / hour	\$150.00
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:		
				Lot Total: \$985.00

Anthony Brunson P A		\$138,165.00 (7/7 items)		
Bid Contact Anthony Brunson abrunson@abcpasolutions.com Ph 954-874-1721		Address 3350 SW 148th Avenue, Suite 110 Miramar, FL 33027		
Agency Notes:		Supplier Notes:		
Item #	Line Item	Unit Price	Qty/Unit	Total Price
RFP-24-018-SG-01-01	TOTAL ALL-INCLUSIVE PRICE PER ENGAGEMENT: City of North Miami Beach Annual Audit Engagement - First Offer	\$124,000.00	1 / year	\$124,000.00
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:		
RFP-24-018-SG-01-02	TOTAL ALL-INCLUSIVE PRICE PER ENGAGEMENT: City of North Miami Beach Community Redevelopment Agency (CRA) - First Offer	\$7,500.00	1 / year	\$7,500.00
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:		
RFP-24-018-SG-01-03	TOTAL ALL-INCLUSIVE PRICE PER ENGAGEMENT: City of North Miami Beach Children's Trust Contracts - First Offer	\$6,000.00	1 / year	\$6,000.00
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:		
				Lot Total: \$137,500.00
Item	Line Item	Unit Price	Qty/Unit	Total Price

#				
RFP-24-018-SG-02-01	STAFF PRICING: HOURLY RATES FOR ADDITIONAL PROFESSIONAL FEES: PARTNER - First Offer	\$260.00	1 / hour	\$260.00
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:		
RFP-24-018-SG-02-02	STAFF PRICING: HOURLY RATES FOR ADDITIONAL PROFESSIONAL FEES: SENIOR LEVEL STAFF - First Offer	\$140.00	1 / hour	\$140.00
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:		
RFP-24-018-SG-02-03	STAFF PRICING: HOURLY RATES FOR ADDITIONAL PROFESSIONAL FEES: MANAGER - First Offer	\$175.00	1 / hour	\$175.00
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:		
RFP-24-018-SG-02-04	STAFF PRICING: HOURLY RATES FOR ADDITIONAL PROFESSIONAL FEES: ADMINISTRATIVE STAFF - First Offer	\$90.00	1 / hour	\$90.00
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:		
				Lot Total: \$665.00

Caballero Fierman Llerena + Garcia, LLP		\$153,070.00 (7/7 items)		
Bid Contact Enrique Llerena afierman@cflgcpa.com Ph 786-346-0364 Fax 305-662-4266		Address 3350 SW 148th Avenue Suite 110 Miramar, FL 33027		
Agency Notes:		Supplier Notes:		
Item #	Line Item	Unit Price	Qty/Unit	Total Price
RFP-24-018-SG-01-01	TOTAL ALL-INCLUSIVE PRICE PER ENGAGEMENT: City of North Miami Beach Annual Audit Engagement - First Offer	\$138,575.00	1 / year	\$138,575.00
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:		
RFP-24-018-SG-01-02	TOTAL ALL-INCLUSIVE PRICE PER ENGAGEMENT: City of North Miami Beach Community Redevelopment Agency (CRA) - First Offer	\$7,000.00	1 / year	\$7,000.00

Product Code:		Supplier Product Code:		
Agency Notes:		Supplier Notes:		
RFP-24-018-SG-01-03	TOTAL ALL-INCLUSIVE PRICE PER ENGAGEMENT: City of North Miami Beach Children's Trust Contracts - First Offer	\$6,500.00	1 / year	\$6,500.00
Product Code:		Supplier Product Code:		
Agency Notes:		Supplier Notes:		
				Lot Total: \$152,075.00
Item #	Line Item	Unit Price	Qty/Unit	Total Price
RFP-24-018-SG-02-01	STAFF PRICING: HOURLY RATES FOR ADDITIONAL PROFESSIONAL FEES: PARTNER - First Offer	\$425.00	1 / hour	\$425.00
Product Code:		Supplier Product Code:		
Agency Notes:		Supplier Notes:		
RFP-24-018-SG-02-02	STAFF PRICING: HOURLY RATES FOR ADDITIONAL PROFESSIONAL FEES: SENIOR LEVEL STAFF - First Offer	\$200.00	1 / hour	\$200.00
Product Code:		Supplier Product Code:		
Agency Notes:		Supplier Notes:		
RFP-24-018-SG-02-03	STAFF PRICING: HOURLY RATES FOR ADDITIONAL PROFESSIONAL FEES: MANAGER - First Offer	\$285.00	1 / hour	\$285.00
Product Code:		Supplier Product Code:		
Agency Notes:		Supplier Notes:		
RFP-24-018-SG-02-04	STAFF PRICING: HOURLY RATES FOR ADDITIONAL PROFESSIONAL FEES: ADMINISTRATIVE STAFF - First Offer	\$85.00	1 / hour	\$85.00
Product Code:		Supplier Product Code:		
Agency Notes:		Supplier Notes:		
				Lot Total: \$995.00



**Legislation
11.10.**

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

MEMORANDUM

TO:	Mayor and City Commission
FROM:	Nelson Camacho, Interim Chief of Police
VIA:	Mario A. Diaz, City Manager
DATE:	October 15, 2024

RE: Resolution No. R2024-125 To Approve Motorola Radios Piggyback (Nelson Camacho, Interim Chief of Police)

Description

The NMB Police Department has a daily mission to protect the public. A vital aspect of which is to provide excellent communication and customer satisfaction.

Washington State Department of Enterprise Services, entered into a competitively procured Cooperative Purchasing Master Agreement No. 00318 for Public Safety Products, Services and Solutions with Motorola Solutions, Inc., for a five-year term ending December 31, 2026, and one (1) additional twenty-four months renewal term upon mutual agreement.

**BACKGROUND
ANALYSIS:**

North Miami Beach Police Department has determined that the current radio system has reached the end of its useful life and upgrading the police radios to the latest technology will enhance its ability to efficiently serve the North Miami Beach community. These new radios will provide real-time information and thereby improve the response times of its officers.

The City Manager and the Chief Procurement Officer recommend that the City Commission approve a Piggyback Contract in an estimated budgeted amount of \$1,869,000 for purchase of APX Next Portable Radios with

RECOMMENDATION: Motorola Solutions, Inc. on a five-year lease arrangement.

The City Manager and the Chief Procurement Officer recommend that the City Commission approve a Piggyback Contract in an estimated budgeted amount of \$1,869,000 for purchase of APX Next Portable Radios with Motorola Solutions, Inc. on a five-year lease arrangement.

FISCAL/ BUDGETARY

IMPACT: As approved in the adopted budget appropriation.

ATTACHMENTS:

Description

- Quote
- Resolution
- Exhibit A

CITY OF NORTH MIAMI BEACH POLICE DEPARTMENT

APX NEXT PORTABLE RADIOS

SEPTEMBER 9, 2024



Motorola Solutions, Inc.
401 East Las Olas Boulevard, Suite 1600
Fort Lauderdale, FL, 33301

September 9, 2024

Major Stuart Nichols
City of North Miami Beach Police Department
16901 NE 19th Ave
North Miami Beach, FL 33162

Subject: APX NEXT Radio Fleet Replacement

Dear Major Nichols:

Motorola Solutions, Inc. (“Motorola”) is pleased to have the opportunity to provide the City of North Miami Beach, FL with quality communications equipment and services. The Motorola project team has taken great care to propose a solution that will meet your needs and provide unsurpassed value.

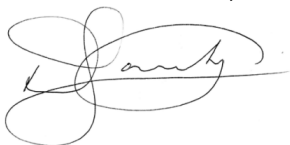
To best meet the functional and operational specifications of this solicitation, our solution includes a combination of hardware, software, and services. Specifically, this solution provides:

- APX NEXT Singleband Radios & Accessories
- LTE Smart Application Services
- Radio Central Programming
- CommandCentral Aware
- Wave Dispatch Messaging Client
- Warranty with Accidental Damage

This proposal shall be governed by the terms and conditions of the NASPO- 00318 Agreement and the Software License Agreement and Subscription Services Agreement prescribed in Section 5.8 and 5.9 of the NASPO Agreement. This proposal shall remain valid for a period of 90 days from the date of this cover letter. The City of North Miami Beach Police Department can accept this proposal with a signed NTP to show proof of funding. Alternatively, Motorola would be pleased to address any concerns Customer may have regarding the proposal. Any questions can be directed to your Motorola Account Executive, Denise Contreras at 786-459-7806 or denise.contreras@motorolasolutions.com.

We thank you for the opportunity to furnish the City of North Miami Beach with “best in class” solutions and we hope to strengthen our relationship by implementing this project. Our goal is to provide you with the best products and services available in the communications industry.

Sincerely,
Motorola Solutions, Inc.



Danny Sanchez
Territory Vice President

TABLE OF CONTENTS

Section 1

Executive Summary1-1

Section 2

System Description2-1

- 2.1 APX NEXT PORTABLE RADIO2-1
 - 2.1.1 APX NEXT Portable Radio All-Band2-1
 - 2.1.2 Xtreme Voice Plus Remote Speaker Microphone – XVP8302-2
- 2.2 SMART Application Services2-2
 - 2.2.1 Managing and Provisioning Devices2-2
 - 2.2.2 Evolving with Updates and Upgrades2-3
 - 2.2.3 SmartProgramming Application Service2-5
 - 2.2.4 Securing Communications2-5
 - 2.2.5 SmartConnect Application Service2-6
 - 2.2.6 SmartLocate with CommandCentral Aware2-7
 - 2.2.7 SmartMapping Application Service2-8
 - 2.2.8 SmartMessaging2-9
 - 2.2.9 Advanced Device Management Services w/ Warranty & Accidental Coverage2-10
- 2.3 Pricing2-11
 - 2.3.1 APX NEXT Portable Radio Pricing Inclusive of Subscriptions and Warranty2-11
 - 2.3.2 APX NEXT SmartServices/ Mapping & Wave Dispatch Messaging Client Pricing2-12
- 2.4 PAYMENT TERMS For A COMPLETE CASH PURCHASE2-13
- 2.5 Option: PAYMENT TERMS For A LEASED PURCHASE with Motorola credit corporation ..2-14
- 2.6 Terms and Conditions2-15

SECTION 1

EXECUTIVE SUMMARY

Motorola Solutions, Inc. (Motorola) is pleased to present City of North Miami Beach Police Department with the following proposal. We thank you for the opportunity to work with City of North Miami Beach Police Department on your communication needs.

This proposal includes Next Generation APX NEXT Portable Radios which leverage LTE and Smart Radio technology to improve personnel safety. This APX NEXT platform provides situational awareness through Location Tracking and Mapping of Users, sending of Messaging & Multi-Media between users and enhancing Voice Communications over LTE Cellular. Additionally, leveraging LTE for programming of radios enhances operational efficiency for the Department.

Motorola Solutions values the opportunity to serve City of North Miami Beach Police Department by providing world class, mission critical technology solutions. If you have any questions, please contact Denise Contreras at 786-459-7806.



SECTION 2

SYSTEM DESCRIPTION

2.1 APX NEXT PORTABLE RADIO

2.1.1 APX NEXT Portable Radio All-Band

A MASSIVE ADVANCE IN MISSION-CRITICAL VOICE AND DATA Your radio is your lifeline. APX NEXT is our next step in advancing it. It's designed to military standards for extreme ruggedness. The touchscreen works with or without gloves—in rain, dirt, and dust. Digital mics and high-power speakers deliver our best audio ever, while SmartConnect keeps you connected even beyond your P25 system. The result is a radio that works when you need it, without pause, distraction or doubt.

EFFORTLESS IS ALWAYS IN REACH

APX NEXT is designed for effortless usability when everything is on the line. Intuitive knobs and buttons are easily distinguished by touch. A mission-critical touchscreen makes it fast and easy to operate your radio. ViQi understands a huge range of natural language voice commands, so you can operate the radio with eyes-up awareness. Every interaction is simple, fast and logical. You stay focused on what matters—your mission and your safety.

BRING NEW INTELLIGENCE TO THE POINT OF ENGAGEMENT

APX NEXT mission-critical apps bring new intelligence to the field. ViQi enables natural language database queries, rapidly giving vital information, and letting dispatchers stay focused on critical situations. And as part of our unique, end-to-end public safety ecosystem, APX NEXT data and operations are secure, and new capabilities can be seamlessly added as your needs evolve.

UPDATE YOUR FLEET IN MINUTES, NOT MONTHS

APX NEXT gives you back time: a cloud-based provisioning system prepares radios before they arrive. Remote updating keeps radios in the field, with zero touch and zero downtime. MyView Portal provides direct access to subscriptions, warranties and licenses, and a range of services helps you manage your operation. With APX NEXT, your ownership experience is streamlined, so your valuable resources stay focused and ready.



APX NEXT Portable Radios

Use or disclosure of this proposal is subject to the restrictions on the cover page.

2.1.2 Xtreme Voice Plus Remote Speaker Microphone – XVP830

The mission critical Xtreme Voice Plus (XVP830 / XVP850) Remote Speaker Microphone delivers the clearest and loudest audio communications in a sleek, compact package. Built to work as a system, the XVP RSM leverages your APX™ or APX NEXT radio audio capabilities to strengthen the most important thread of your lifeline: ultra-clear voice communications.

So no matter where you are or how you speak, you can be confident that, for every message, you'll hear and be heard clearly. In dynamic, high-stakes conditions, nothing outperforms the immediacy of voice communications. To be most effective, experience optimal audio performance with the XVP RSM when compared to standard single or dual mic RSM designs.

KEY FEATURES

- Loudest, clearest speaker
- Multi-mic capability: four high dynamic range microphones
- Advanced windporting
- Adaptive noise suppression
- Intrinsically safe, Div 1 certified
- Enhanced ergonomic design



2.2 SMART APPLICATION SERVICES

If proposed, a host of application services will enhance the APX NEXT device's capabilities in the following ways:

- Quick access to immediate, actionable intelligence via intuitive voice control.
- Better coverage through automatic switching between LMR and broadband connectivity via SmartConnect.
- Accurate location data over a broadband network for more informed decision making via SmartLocate.
- Immediate software and security updates in the field using high-speed bandwidth and extended coverage of LTE networks via SmartProgramming.
- Precise and accessible location information for field users on a modernized map interface via SmartMapping.
- Seamless and discrete multimedia communications over a broadband connection via SmartMessaging.

2.2.1 Managing and Provisioning Devices

APX NEXT delivers greater awareness and faster management of radio fleets with optimized provisioning, networking, and monitoring tools that transform accurate data into smarter action. These features enable dispatchers and network managers to make more informed operational decisions, keep radios in the field, and, above all, protect first responders' focus and safety.

Device Management Services (DMS) packages provide programming, management, and maintenance services to maximize the effectiveness of this APX NEXT solution, while

reducing maintenance risk, workload, and total cost of ownership. The DMS packages are separated into tiers designed for a range of customer needs, whether the solution is self-maintained or managed by Motorola Solutions.

Using Motorola Solutions’ cloud based RadioCentral (RC) programming, APX NEXT supports faster provisioning and deployment to get devices in the hands of responders and out into the field. Parameters such as talk groups, interface options, and security keys can be programmed remotely within minutes. Access to RadioCentral is provided through the Device Management Service package.

The figure below illustrates the expedited RC provisioning process of APX NEXT.

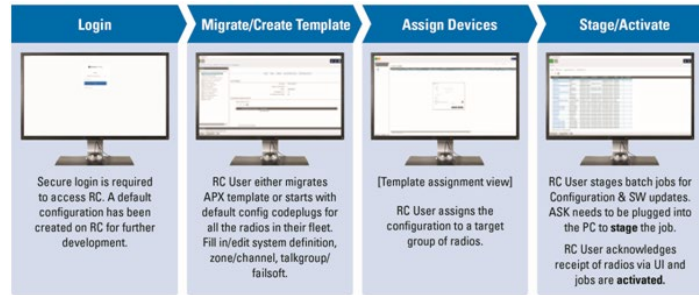


Figure 2-11: APX NEXT Provisioning Process via RadioCentral

The APX NEXT out-of-the-box experience is streamlined with a few simple steps. Users will power on the device and view a boot-up animation with startup. Status bar icons on the front display indicate when a connection is made, and an update download is initiated. If the APX NEXT device is being started for the first time, a “peek-in” device management notification will indicate that the default configuration is detected. When the update download is complete, the device reboots and installs the update. When the install is complete, the device goes back to the full home screen and notifies the user that the update is complete. For Encryption and Authentication users, a KVL needs to be connected to the radio for those services. From power on to provisioning completion takes less than a minute.

2.2.2 Evolving with Updates and Upgrades

APX NEXT is a future-ready platform that will evolve alongside users through updates and upgrades, delivering expanded mission-critical capabilities while keeping personnel in the field where they are needed. To this end, APX NEXT eliminates the extended downtime and shop visits often associated with device upgrades; now, software patches can be automatically installed regardless of geographic location over a broadband connection, or, if proposed, immediately pushed to the field over LTE with Motorola Solutions’ SmartProgramming service.

This streamlined process eliminates bottlenecks in the upgrade process and delivers important new features into users’ hands. Firmware upgrades will also fit more seamlessly into workflows to avoid unnecessary disruptions. The figure below illustrates how feature updates are easily deployed to the entire radio fleet.

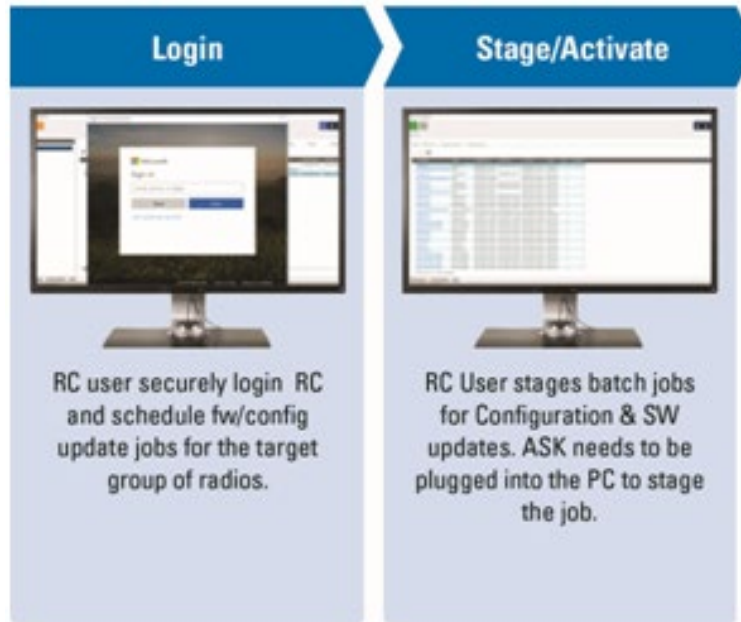


Figure 2-12: Typical Firmware and Configuration Update Process via RadioCentral

If a situation occurs where users do not have the time for an update, those updates can be delayed through a prompt until the next power cycle. This puts personnel directly in control of when updates work best for responders, especially in the chaotic environment of public safety. A snapshot of the APX NEXT device with “Install Update” prompt is shown below.



Figure 2-13: APX NEXT In-Field Update on the Device

2.2.3 SmartProgramming Application Service

Leveraging Device Managed Services (DMS) and RadioCentral provisioning capabilities, the SmartProgramming application allows radios to be updated anywhere within an agency's local LTE network coverage area. APX NEXT devices no longer need to be tied to a computer via USB cable, limited to WiFi network coverage, or gated by Land Mobile Radio (LMR) bandwidth. SmartProgramming allows the APX NEXT device to take advantage of LTE broadband data speeds to pull programming jobs from RadioCentral devices in minutes. The SmartProgramming Application Service is proposed as a subscription-based model to optimize budget and scale to meet evolving needs.

2.2.4 Securing Communications

APX NEXT uses Motorola Solutions hardened End-to-End security to protect communications and allow only authorized units in the system to listen to transmissions. End-to-End security provides seamless protection from the device and data in transit to the cloud and the LMR system.

This solution ensures each component in the system is designed and validated against ongoing threat assessments to ensure vulnerabilities are detected and remedied, while potential new vulnerabilities will be addressed with seamless security updates. This offers transparent, real-time protection and keeps critical information and infrastructure safe.

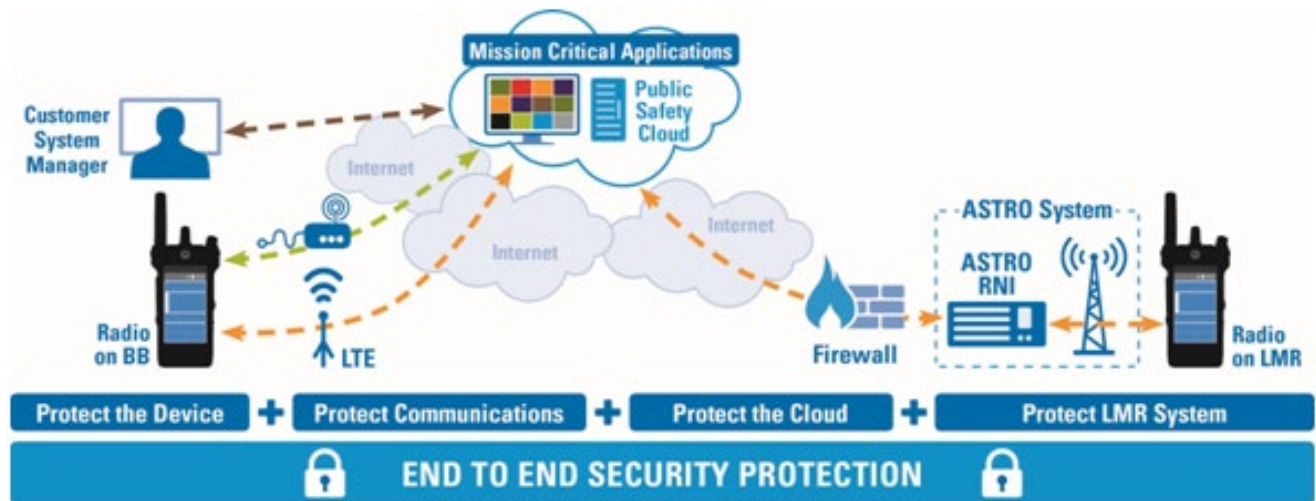


Figure 2-14: Motorola Solutions' End-to-End Security Solution

2.2.5 SmartConnect Application Service

First responders need to know that they are covered and supported with critical intelligence no matter where the mission takes them. Leveraging APX NEXT and supported devices, SmartConnect keeps users connected and maintains LMR features through a broadband connection. SmartConnect allows users to connect back into Radio System when outside of the Radio System coverage footprint via cellular on an LTE FirstNet connection.

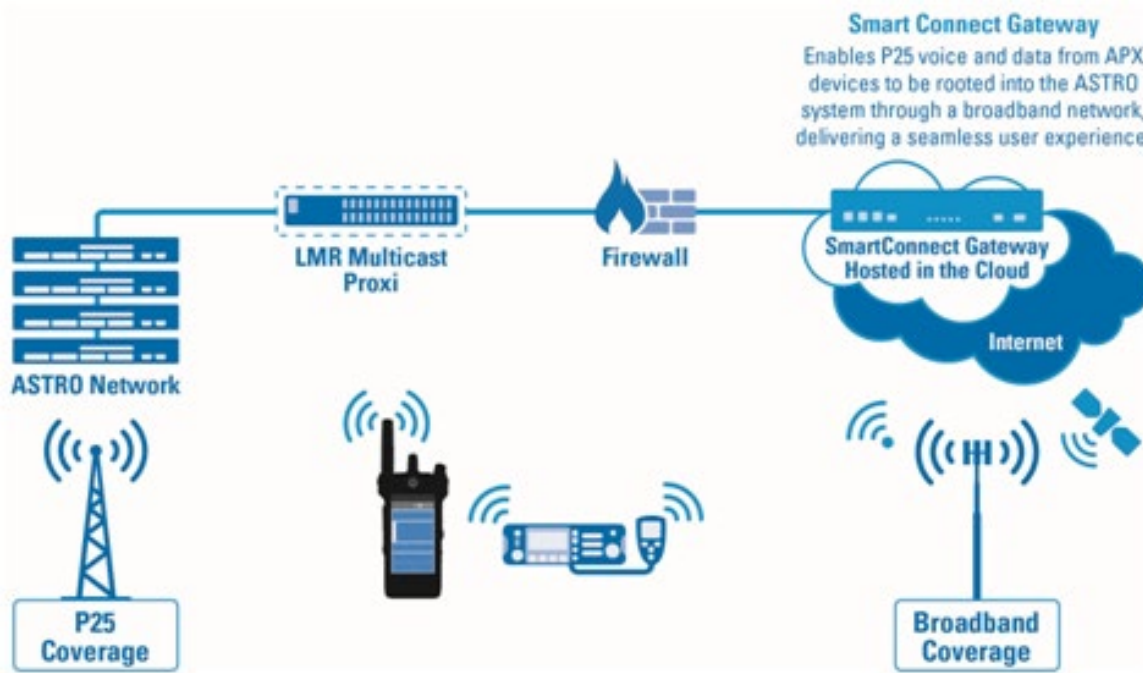


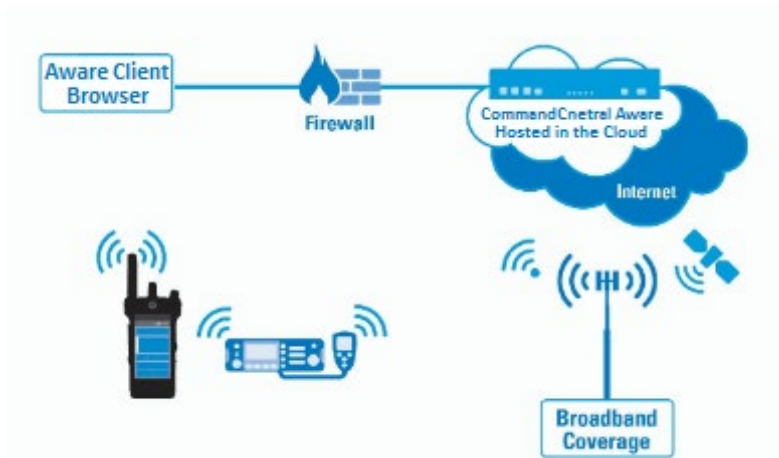
Figure 2-15: APX NEXT Network Elements of SmartConnect

2.2.6 SmartLocate with CommandCentral Aware

The APX NEXT SmartLocate service enables APX NEXT portables to send accurate GPS location information of field personnel over an LTE broadband network, enabling dispatchers and other users to track units to enhance officer safety through improved situational awareness. SmartLocate enhances location information accuracy using nearby cell-towers and Wi-Fi access points. This leads to more accurate APX NEXT radio unit tracking and improved location performance when a user moves indoors or enters marginal conditions (deep street canyons, forested areas).

SmartLocate is seamlessly integrated with the CommandCentral Aware application and feature location triggers such as time, distance, push-to-talk (PTT), emergency, and accelerated cadence during emergency. Dispatchers and other users are able to monitor the location of APX NEXT devices on the CommandCentral Aware client.

CommandCentral Aware's consolidated, map-based, operating picture enables enhanced information sharing and informed real time decision-making. Aware's cloud-based platform enables agencies to take advantage of new capabilities as they are developed, without an intrusive upgrade experience. Updates and new features are deployed every few weeks, and users automatically get new capabilities the next time they log in. Cloud deployments also reduce the operational impact of faults and outages. This frees your staff to focus on strategic initiatives, instead of time-consuming tactical efforts, and drives greater value for public safety.



2.2.7 SmartMapping Application Service

The SmartMapping application provides precise and accessible location information for field users on APX NEXT's modernized map interface, improving situational awareness and informing response. Users can see their own location and the location/status of other officers at a glance and immediately tap to communicate with these personnel. SmartMapping streamlines engagement by providing access to the application directly from the APX NEXT home screen to best support users wherever the mission takes them.

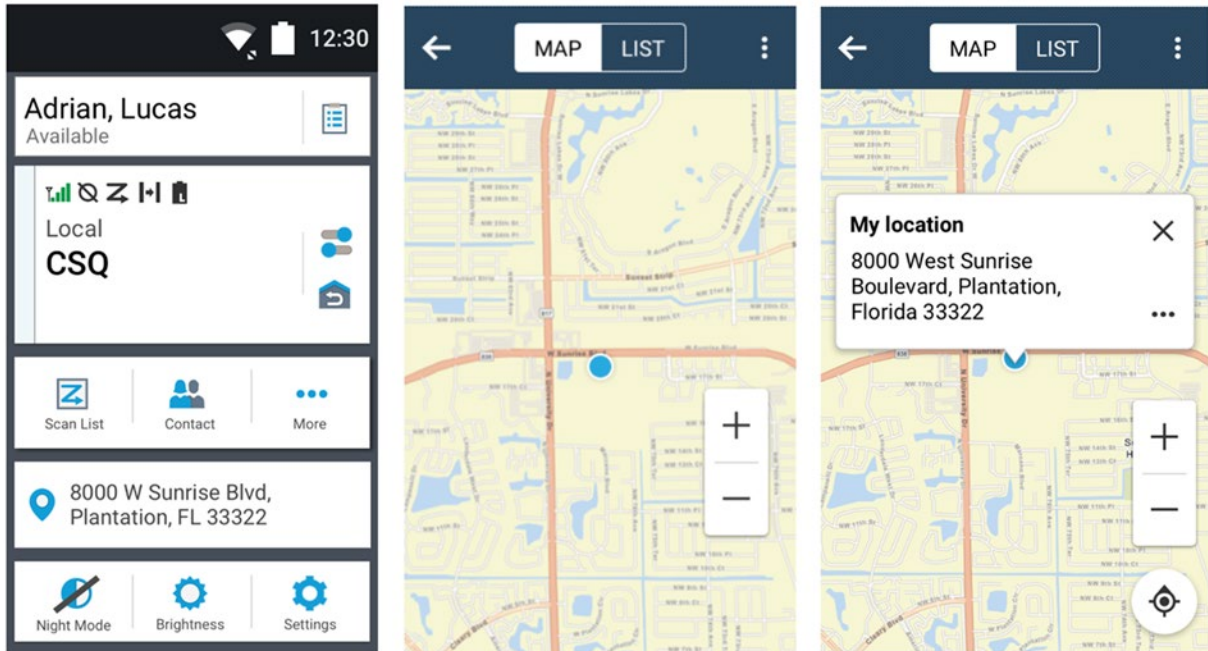


Figure 2-16: SmartMapping Widget, Map View, and Location Pop-Up Display (Left to Right)

SmartMapping also provides the following capabilities for APX NEXT users:

- Search for specific agency users to communicate with by using accessible, on-screen navigation and search tools.
- Select map layers to get a different view of an area, including Street View, Terrain, or Satellite Image.

Adapt to changing agency needs as new integrations and capabilities are introduced into the SmartMapping application.

2.2.8 SmartMessaging

You rely on radio for mission critical voice, but sometimes you need more than voice to be as safe and effective as possible. SmartMessaging is a multimedia communication tool designed for public safety that runs on your APX NEXT. With SmartMessaging, quickly and securely share text messages, images, videos, and voice notes with individuals or groups on other radios.

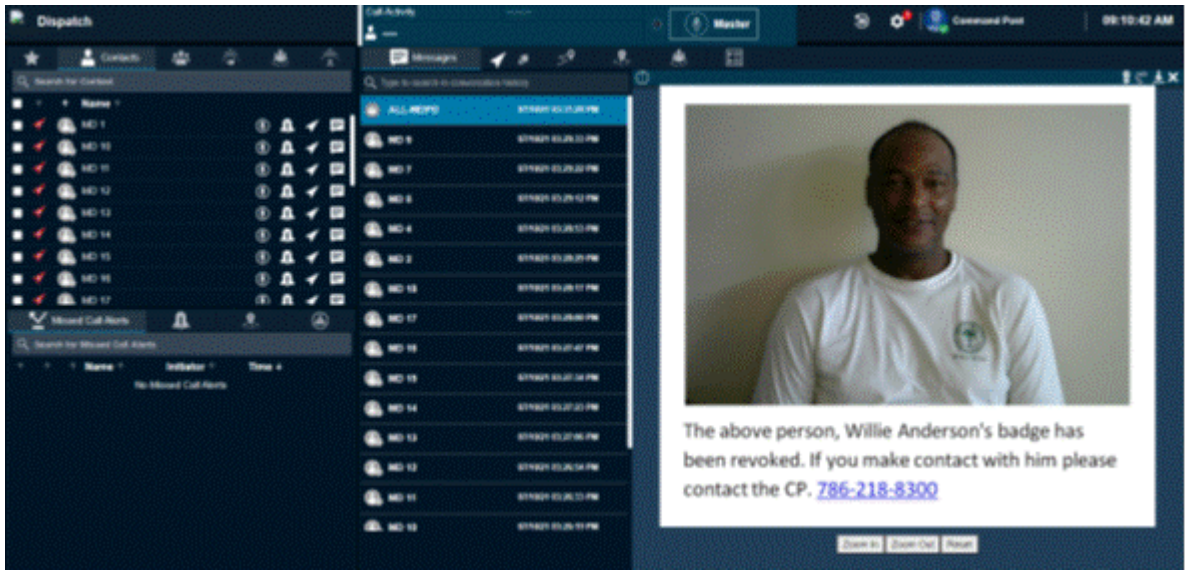


Figure 2-17: SmartMessaging Client.

Whether sending a text to stay quiet, or receiving a BOLO image from dispatch, SmartMessaging equips you for the situation with a multimedia communication toolkit, right at your fingertips.

2.2.9 Advanced Device Management Services w/ Warranty & Accidental Coverage

Easy Fleet Management – Easier and quicker radio provisioning, remote software updates, and streamlined management reduce downtime and support control center staff. Motorola Solutions' Device Management Services (DMS) maximize the effectiveness of APX NEXT, reducing maintenance risk, workload, and total cost of ownership. DMS brings RadioCentral (RC) programming to APX NEXT, as well, supporting faster provisioning and deployment to get devices in the hands of responders and out into the field.

Hardware Repair - Accidental Damage (Essential, Advanced, Premier) Accidental Damage coverage is an optional service for Essential and Advanced customers and is included as a standard feature in the Premier DMS offer. Accidental Damage coverage must be purchased together with, or within 90 days of, a qualifying Motorola Solutions hardware purchase. This offer reduces unexpected expenses relating to the repair of the device. Accidental Damage coverage includes all services within the Standard Hardware Repair plus coverage for Accidental Damage. Examples of items included under Accidental Damage Coverage include:

- Electrical repair for failures caused by accidental water damage.
- Electrical repair for accidental internal damage.
- Replacement of accidentally cracked or broken housings.
- Replacement of accidentally cracked or broken displays.
- Replacement of accidentally cracked or broken or missing keypads/buttons.



2.3 PRICING

2.3.1 APX NEXT Portable Radio Pricing Inclusive of Subscriptions and Warranty

The below equipment lists include the APX NEXT Portable Radio Hardware, Accessories, 5 years of SmartServices & 5 Yrs of Warranty.

APX NEXT Single-Band Portable Radio	Qty.	Pricing
Single-Band Portable (7/800MHz) P25 Trunking Phase 1 (FDMA) / Phase 2 (TDMA) Radio Authentication AES / DES Encryption P25 Over-the-Air Rekeying (OTAR) and Multi-Key ViQi Voice Control Standard Battery Stubby Antenna Plastic Carry Holster w/ 3in. clip Additional Spare Battery APX NEXT IMPRES 2 Single-Unit Battery Charger XVP830 Remote Speaker Mic w/ No Channel Knob (Wired) Warranty w/ Accidental Coverage (7 Yrs) Maintenance Agreement (Preventative Maintenance and Local Radio Support) (3 Yrs) 2-Hour Initial 'train-the-trainer' radio user training (10 people maximum)	150	\$2,163,121
LTE Smart Application Services: SmartConnect SmartLocate SmartMapping SmartMessaging SmartProgramming ViQi Virtual Partner – Unit Management	5 Years	\$337,500
RadioCentral Programming	5 Years	\$24,030
CommandCentral Aware (CC Aware) – 1 st Year Only	1 Year	\$10,283
CommandCentral Aware (CC Aware)	4 Years	\$28,000
Wave Dispatch Messaging Client	5 Years	\$27,000
	MSRP	\$2,589,934
	Contract Discount*	-\$510,446
	Miami Dade County Municipal Volume Incentive**	-\$151,245
	Customer Loyalty Incentive ***	-\$59,525
	Total****	\$1,868,718

* Pricing / Terms & Conditions – *Subject to the NASPO #00318 Master Purchasing Agreement*

** Miami Dade County Municipal Volume Incentive – *valid thru end of 2024.*

*** Customer Loyalty Incentive – *valid thru end of 2024.*

**** Pricing Validity – *Pricing is valid for 90 days from the date on this proposal.*

Optional Accessories	Amount
WM800 Wireless BT Remote Speaker Microphone	\$522
Ratcheting Holster	\$65



WM800 Bluetooth Speaker Mic



Ratcheting Holster

2.3.2 APX NEXT SmartServices/ Mapping & Wave Dispatch Messaging Client Pricing

The SmartServices for the 150 APX NEXT Radios quoted below on an annual basis includes SmartMapping/SmartLocate, SmartMessaging, SmartConnect, SmartProgramming and ViQi Virtual Partner (Unit Management).

This also includes 20 logins for the browser-based Command Central Aware Application and 10 logins for the browser-based Wave Dispatch Messaging Application.

APX NEXT Smart Services	Amount
Year 1 of Application Services / CCAware and Wave Dispatch	Included
Year 2 of Application Services / CCAware and Wave Dispatch	Included
Year 3 of Application Services / CCAware and Wave Dispatch	Included
Year 4 of Application Services / CCAware and Wave Dispatch	Included
Year 5 of Application Services / CCAware and Wave Dispatch	Included

2.4 PAYMENT TERMS FOR A COMPLETE CASH PURCHASE

Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution and in accordance with the following milestones.

Per System Purchased:

1. Equipment will be invoiced upon shipment, as shipped;
2. Services, if required, will be invoiced upon completion; and
3. Subscription Services (5 years) shall be invoiced, in full upon Final Acceptance

Motorola reserves the right to make partial shipments of equipment and to request payment upon shipment of such equipment. In addition, Motorola reserves the right to invoice for installations completed on a site-by-site basis, when applicable.



2.5 OPTION: PAYMENT TERMS FOR A LEASED PURCHASE WITH MOTOROLA CREDIT CORPORATION

For the system purchase financed through Motorola, please refer to the payment schedule included in the Equipment Lease-Purchase Agreement.

For Lifecycle Support Plan and Subscription Based Services:

Motorola will invoice Customer annually in advance of each year of the plan, in combination with the annual lease invoice.

The table below, provided for reference purposes only, details the payment schedule for the North Miami Beach Police Department. The total lease amount does not encompass years 2 through 5 of the subscriptions, which are individually itemized in the table. Lease payments are made at the end of the period (in arrears), while subscription fees are paid at the start of each year. The cost of the fifth-year subscription will be settled during the fourth lease payment. No subscription fees will be included in the final and fifth lease payment. Subscriptions may be renewed following the completion of the last payment.

Total Lease Amount excluding all subscriptions starting in Year 2 with a 5-Year Payment Term: **\$1,529,894.30**

Subscription Service	2024	2025	2026	2027	2028	
Radio Central Programming	Included in Lease	\$4,806.00	\$4,806.00	\$4,806.00	\$4,806.00	
LTE Smart Application Services	Included in Lease	\$67,500.00	\$67,500.00	\$67,500.00	\$67,500.00	
CC Aware	Included in Lease	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	
WAVE Dispatch Messaging Client	Included in Lease	\$5,400.00	\$5,400.00	\$5,400.00	\$5,400.00	
Subscription Total	Included in Lease	\$84,706.00	\$84,706.00	\$84,706.00	\$84,706.00	
Lease Payment	2024 (Start)	2025 (Payment 1)	2026 (Payment 2)	2027 (Payment 3)	2028 (Payment 4)	2029 (Payment 5)
Annual Lease Payment (Includes Interest)	Deferred	\$348,594.25	\$348,594.25	\$348,594.25	\$348,594.25	\$348,594.25
Total Annual Payment (Subscription + Lease)	-	\$433,300.25	\$433,300.25	\$433,300.25	\$433,300.25	\$348,594.25

2.6 TERMS AND CONDITIONS

This proposal shall be governed by the terms and conditions of the NASPO- 00318 Agreement and the Software License Agreement and Subscription Services Agreement prescribed in Section 5.8 and 5.9 of the NASPO Agreement.



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 MOTOROLA SOLUTIONS, INC., FOR THE PURCHASE OF APX NEXT PORTABLE RADIOS, SOFTWARE SUBSCRIPTION AND WARRANTY; IN A TOTAL BUDGETED AMOUNT OF \$1,869,000.00; 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 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, Washington State Department of Enterprise Services, entered into a competitively procured Cooperative Purchasing Master Agreement No. 00318 for Public Safety Products, Services and Solutions with Motorola Solutions, Inc., for a five-year term ending December 31, 2026, and one (1) additional twenty-four months renewal term upon mutual agreement (“Piggyback Contract”); and

WHEREAS, The NMB Police Department has a daily mission to protect the public. A vital aspect of which is to provide excellent communication and customer satisfaction. The current radio system has reached the end of its useful life and upgrading the police radios to the latest technology will enhance its ability to efficiently serve the North Miami Beach community; and

WHEREAS, New APX Next Portable radios will provide real-time information and thereby improve the response times of our officers. The purchase of the radios includes a seven-year warranty, five-year subscriptions and three-year maintenance support at the contracted price and quantities awarded; 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 \$1,869,000 for purchase of APX Next Portable Radios with Motorola Solutions, Inc.; and

WHEREAS, the Mayor and City Commission determine it is in the best interests of the City to approve a Piggyback Contract in an estimated budgeted amount of \$1,869,000 for purchase of APX Next Portable Radios with Motorola Solutions, Inc.; and

RESOLUTION NO. 2024-XX

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

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

Section 2. The Agreement with Motorola Solutions, Inc., in substantially the form attached as Exhibit "A" for the estimated budgeted amount of \$1,869,000.00, at the contracted price and quantities awarded; 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 **15th day of October 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

RESOLUTION NO. 2024-XX

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? Yes
Awarded Letter included? Yes
Proposal/Quote from Company included? Yes
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? Yes No
6. Would this purchase(s) result in the potential of future purchases for related products/ services being restricted to a particular vendor or create a specific vendor as sole source provider for the related items? Yes No
7. Would this purchase(s) result in any future maintenance costs which are not included in the initial purchase? Yes No
If yes, please attach a draft maintenance plan which includes cost estimates and funding sources(s).

Required Documents Checklist

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

Grant Information (only applicable if grant related purchase)

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

Approved

Date

Form Prepared By: _____

Department Director: _____

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: _____
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):

CITY OF NORTH MIAMI BEACH POLICE DEPARTMENT

APX NEXT PORTABLE RADIOS

SEPTEMBER 9, 2024



Motorola Solutions, Inc.
401 East Las Olas Boulevard, Suite 1600
Fort Lauderdale, FL, 33301

September 9, 2024

Major Stuart Nichols
City of North Miami Beach Police Department
16901 NE 19th Ave
North Miami Beach, FL 33162

Subject: APX NEXT Radio Fleet Replacement

Dear Major Nichols:

Motorola Solutions, Inc. (“Motorola”) is pleased to have the opportunity to provide the City of North Miami Beach, FL with quality communications equipment and services. The Motorola project team has taken great care to propose a solution that will meet your needs and provide unsurpassed value.

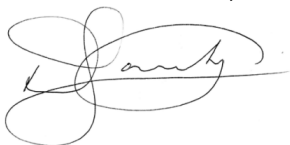
To best meet the functional and operational specifications of this solicitation, our solution includes a combination of hardware, software, and services. Specifically, this solution provides:

- APX NEXT Singleband Radios & Accessories
- LTE Smart Application Services
- Radio Central Programming
- CommandCentral Aware
- Wave Dispatch Messaging Client
- Warranty with Accidental Damage

This proposal shall be governed by the terms and conditions of the NASPO- 00318 Agreement and the Software License Agreement and Subscription Services Agreement prescribed in Section 5.8 and 5.9 of the NASPO Agreement. This proposal shall remain valid for a period of 90 days from the date of this cover letter. The City of North Miami Beach Police Department can accept this proposal with a signed NTP to show proof of funding. Alternatively, Motorola would be pleased to address any concerns Customer may have regarding the proposal. Any questions can be directed to your Motorola Account Executive, Denise Contreras at 786-459-7806 or denise.contreras@motorolasolutions.com.

We thank you for the opportunity to furnish the City of North Miami Beach with “best in class” solutions and we hope to strengthen our relationship by implementing this project. Our goal is to provide you with the best products and services available in the communications industry.

Sincerely,
Motorola Solutions, Inc.



Danny Sanchez
Territory Vice President

TABLE OF CONTENTS

Section 1

Executive Summary1-1

Section 2

System Description2-1

- 2.1 APX NEXT PORTABLE RADIO2-1
 - 2.1.1 APX NEXT Portable Radio All-Band2-1
 - 2.1.2 Xtreme Voice Plus Remote Speaker Microphone – XVP8302-2
- 2.2 SMART Application Services2-2
 - 2.2.1 Managing and Provisioning Devices2-2
 - 2.2.2 Evolving with Updates and Upgrades2-3
 - 2.2.3 SmartProgramming Application Service2-5
 - 2.2.4 Securing Communications2-5
 - 2.2.5 SmartConnect Application Service2-6
 - 2.2.6 SmartLocate with CommandCentral Aware2-7
 - 2.2.7 SmartMapping Application Service2-8
 - 2.2.8 SmartMessaging2-9
 - 2.2.9 Advanced Device Management Services w/ Warranty & Accidental Coverage2-10
- 2.3 Pricing2-11
 - 2.3.1 APX NEXT Portable Radio Pricing Inclusive of Subscriptions and Warranty2-11
 - 2.3.2 APX NEXT SmartServices/ Mapping & Wave Dispatch Messaging Client Pricing2-12
- 2.4 PAYMENT TERMS For A COMPLETE CASH PURCHASE2-13
- 2.5 Option: PAYMENT TERMS For A LEASED PURCHASE with Motorola credit corporation ..2-14
- 2.6 Terms and Conditions2-15

SECTION 1

EXECUTIVE SUMMARY

Motorola Solutions, Inc. (Motorola) is pleased to present City of North Miami Beach Police Department with the following proposal. We thank you for the opportunity to work with City of North Miami Beach Police Department on your communication needs.

This proposal includes Next Generation APX NEXT Portable Radios which leverage LTE and Smart Radio technology to improve personnel safety. This APX NEXT platform provides situational awareness through Location Tracking and Mapping of Users, sending of Messaging & Multi-Media between users and enhancing Voice Communications over LTE Cellular. Additionally, leveraging LTE for programming of radios enhances operational efficiency for the Department.

Motorola Solutions values the opportunity to serve City of North Miami Beach Police Department by providing world class, mission critical technology solutions. If you have any questions, please contact Denise Contreras at 786-459-7806.



SECTION 2

SYSTEM DESCRIPTION

2.1 APX NEXT PORTABLE RADIO

2.1.1 APX NEXT Portable Radio All-Band

A MASSIVE ADVANCE IN MISSION-CRITICAL VOICE AND DATA Your radio is your lifeline. APX NEXT is our next step in advancing it. It's designed to military standards for extreme ruggedness. The touchscreen works with or without gloves—in rain, dirt, and dust. Digital mics and high-power speakers deliver our best audio ever, while SmartConnect keeps you connected even beyond your P25 system. The result is a radio that works when you need it, without pause, distraction or doubt.

EFFORTLESS IS ALWAYS IN REACH

APX NEXT is designed for effortless usability when everything is on the line. Intuitive knobs and buttons are easily distinguished by touch. A mission-critical touchscreen makes it fast and easy to operate your radio. ViQi understands a huge range of natural language voice commands, so you can operate the radio with eyes-up awareness. Every interaction is simple, fast and logical. You stay focused on what matters—your mission and your safety.

BRING NEW INTELLIGENCE TO THE POINT OF ENGAGEMENT

APX NEXT mission-critical apps bring new intelligence to the field. ViQi enables natural language database queries, rapidly giving vital information, and letting dispatchers stay focused on critical situations. And as part of our unique, end-to-end public safety ecosystem, APX NEXT data and operations are secure, and new capabilities can be seamlessly added as your needs evolve.

UPDATE YOUR FLEET IN MINUTES, NOT MONTHS

APX NEXT gives you back time: a cloud-based provisioning system prepares radios before they arrive. Remote updating keeps radios in the field, with zero touch and zero downtime. MyView Portal provides direct access to subscriptions, warranties and licenses, and a range of services helps you manage your operation. With APX NEXT, your ownership experience is streamlined, so your valuable resources stay focused and ready.



APX NEXT Portable Radios

Use or disclosure of this proposal is subject to the restrictions on the cover page.

2.1.2 Xtreme Voice Plus Remote Speaker Microphone – XVP830

The mission critical Xtreme Voice Plus (XVP830 / XVP850) Remote Speaker Microphone delivers the clearest and loudest audio communications in a sleek, compact package. Built to work as a system, the XVP RSM leverages your APX™ or APX NEXT radio audio capabilities to strengthen the most important thread of your lifeline: ultra-clear voice communications.

So no matter where you are or how you speak, you can be confident that, for every message, you'll hear and be heard clearly. In dynamic, high-stakes conditions, nothing outperforms the immediacy of voice communications. To be most effective, experience optimal audio performance with the XVP RSM when compared to standard single or dual mic RSM designs.

KEY FEATURES

- Loudest, clearest speaker
- Multi-mic capability: four high dynamic range microphones
- Advanced windporting
- Adaptive noise suppression
- Intrinsically safe, Div 1 certified
- Enhanced ergonomic design



2.2 SMART APPLICATION SERVICES

If proposed, a host of application services will enhance the APX NEXT device's capabilities in the following ways:

- Quick access to immediate, actionable intelligence via intuitive voice control.
- Better coverage through automatic switching between LMR and broadband connectivity via SmartConnect.
- Accurate location data over a broadband network for more informed decision making via SmartLocate.
- Immediate software and security updates in the field using high-speed bandwidth and extended coverage of LTE networks via SmartProgramming.
- Precise and accessible location information for field users on a modernized map interface via SmartMapping.
- Seamless and discrete multimedia communications over a broadband connection via SmartMessaging.

2.2.1 Managing and Provisioning Devices

APX NEXT delivers greater awareness and faster management of radio fleets with optimized provisioning, networking, and monitoring tools that transform accurate data into smarter action. These features enable dispatchers and network managers to make more informed operational decisions, keep radios in the field, and, above all, protect first responders' focus and safety.

Device Management Services (DMS) packages provide programming, management, and maintenance services to maximize the effectiveness of this APX NEXT solution, while

reducing maintenance risk, workload, and total cost of ownership. The DMS packages are separated into tiers designed for a range of customer needs, whether the solution is self-maintained or managed by Motorola Solutions.

Using Motorola Solutions’ cloud based RadioCentral (RC) programming, APX NEXT supports faster provisioning and deployment to get devices in the hands of responders and out into the field. Parameters such as talk groups, interface options, and security keys can be programmed remotely within minutes. Access to RadioCentral is provided through the Device Management Service package.

The figure below illustrates the expedited RC provisioning process of APX NEXT.

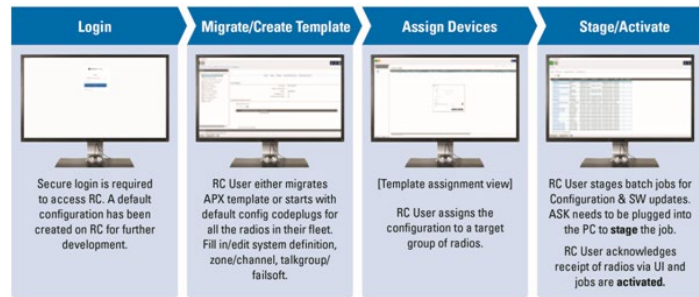


Figure 2-11: APX NEXT Provisioning Process via RadioCentral

The APX NEXT out-of-the-box experience is streamlined with a few simple steps. Users will power on the device and view a boot-up animation with startup. Status bar icons on the front display indicate when a connection is made, and an update download is initiated. If the APX NEXT device is being started for the first time, a “peek-in” device management notification will indicate that the default configuration is detected. When the update download is complete, the device reboots and installs the update. When the install is complete, the device goes back to the full home screen and notifies the user that the update is complete. For Encryption and Authentication users, a KVL needs to be connected to the radio for those services. From power on to provisioning completion takes less than a minute.

2.2.2 Evolving with Updates and Upgrades

APX NEXT is a future-ready platform that will evolve alongside users through updates and upgrades, delivering expanded mission-critical capabilities while keeping personnel in the field where they are needed. To this end, APX NEXT eliminates the extended downtime and shop visits often associated with device upgrades; now, software patches can be automatically installed regardless of geographic location over a broadband connection, or, if proposed, immediately pushed to the field over LTE with Motorola Solutions’ SmartProgramming service.

This streamlined process eliminates bottlenecks in the upgrade process and delivers important new features into users’ hands. Firmware upgrades will also fit more seamlessly into workflows to avoid unnecessary disruptions. The figure below illustrates how feature updates are easily deployed to the entire radio fleet.

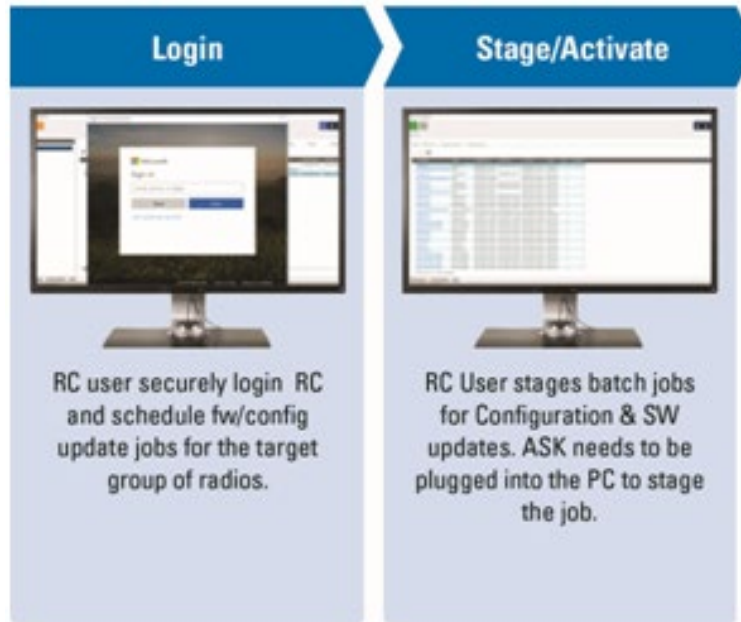


Figure 2-12: Typical Firmware and Configuration Update Process via RadioCentral

If a situation occurs where users do not have the time for an update, those updates can be delayed through a prompt until the next power cycle. This puts personnel directly in control of when updates work best for responders, especially in the chaotic environment of public safety. A snapshot of the APX NEXT device with “Install Update” prompt is shown below.



Figure 2-13: APX NEXT In-Field Update on the Device

2.2.3 SmartProgramming Application Service

Leveraging Device Managed Services (DMS) and RadioCentral provisioning capabilities, the SmartProgramming application allows radios to be updated anywhere within an agency's local LTE network coverage area. APX NEXT devices no longer need to be tied to a computer via USB cable, limited to WiFi network coverage, or gated by Land Mobile Radio (LMR) bandwidth. SmartProgramming allows the APX NEXT device to take advantage of LTE broadband data speeds to pull programming jobs from RadioCentral devices in minutes. The SmartProgramming Application Service is proposed as a subscription-based model to optimize budget and scale to meet evolving needs.

2.2.4 Securing Communications

APX NEXT uses Motorola Solutions hardened End-to-End security to protect communications and allow only authorized units in the system to listen to transmissions. End-to-End security provides seamless protection from the device and data in transit to the cloud and the LMR system.

This solution ensures each component in the system is designed and validated against ongoing threat assessments to ensure vulnerabilities are detected and remedied, while potential new vulnerabilities will be addressed with seamless security updates. This offers transparent, real-time protection and keeps critical information and infrastructure safe.

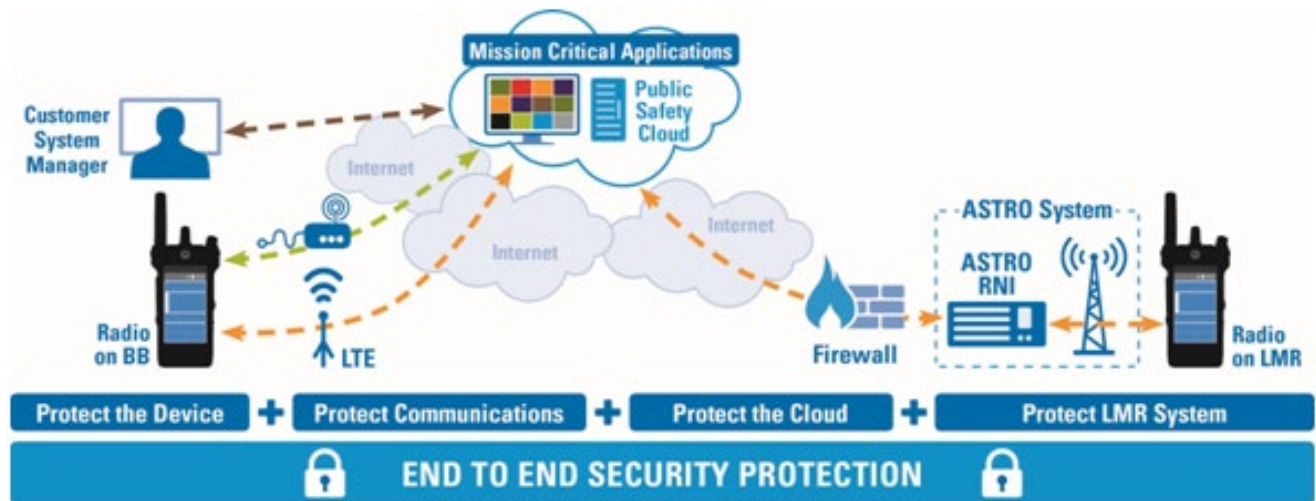


Figure 2-14: Motorola Solutions' End-to-End Security Solution

2.2.5 SmartConnect Application Service

First responders need to know that they are covered and supported with critical intelligence no matter where the mission takes them. Leveraging APX NEXT and supported devices, SmartConnect keeps users connected and maintains LMR features through a broadband connection. SmartConnect allows users to connect back into Radio System when outside of the Radio System coverage footprint via cellular on an LTE FirstNet connection.

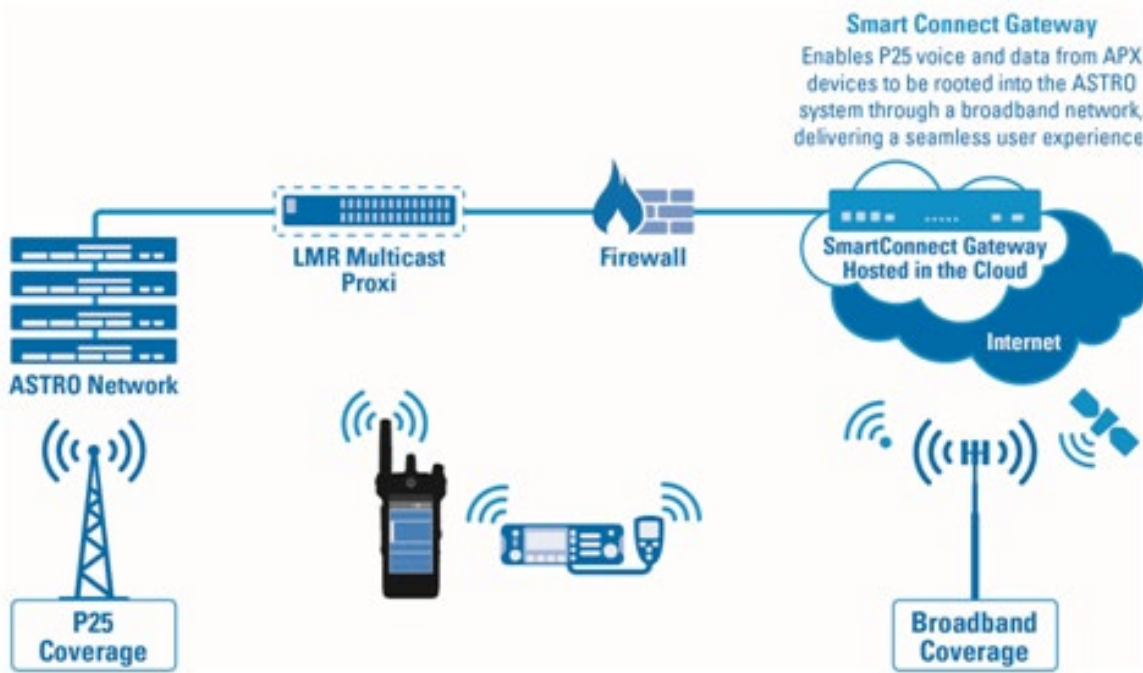


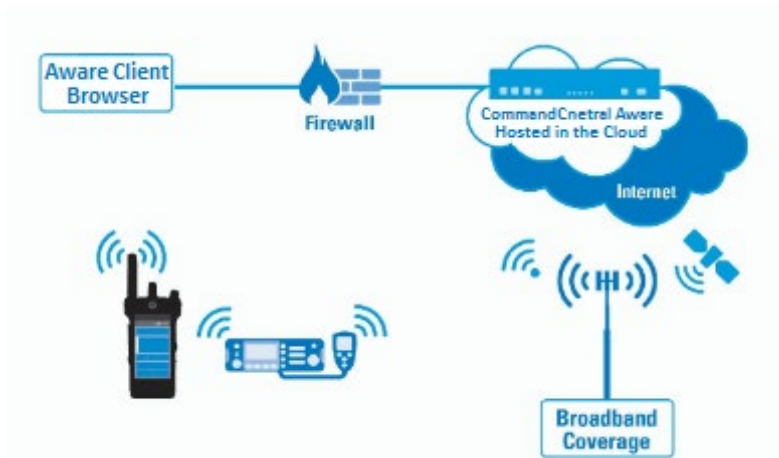
Figure 2-15: APX NEXT Network Elements of SmartConnect

2.2.6 SmartLocate with CommandCentral Aware

The APX NEXT SmartLocate service enables APX NEXT portables to send accurate GPS location information of field personnel over an LTE broadband network, enabling dispatchers and other users to track units to enhance officer safety through improved situational awareness. SmartLocate enhances location information accuracy using nearby cell-towers and Wi-Fi access points. This leads to more accurate APX NEXT radio unit tracking and improved location performance when a user moves indoors or enters marginal conditions (deep street canyons, forested areas).

SmartLocate is seamlessly integrated with the CommandCentral Aware application and feature location triggers such as time, distance, push-to-talk (PTT), emergency, and accelerated cadence during emergency. Dispatchers and other users are able to monitor the location of APX NEXT devices on the CommandCentral Aware client.

CommandCentral Aware's consolidated, map-based, operating picture enables enhanced information sharing and informed real time decision-making. Aware's cloud-based platform enables agencies to take advantage of new capabilities as they are developed, without an intrusive upgrade experience. Updates and new features are deployed every few weeks, and users automatically get new capabilities the next time they log in. Cloud deployments also reduce the operational impact of faults and outages. This frees your staff to focus on strategic initiatives, instead of time-consuming tactical efforts, and drives greater value for public safety.



2.2.7 SmartMapping Application Service

The SmartMapping application provides precise and accessible location information for field users on APX NEXT's modernized map interface, improving situational awareness and informing response. Users can see their own location and the location/status of other officers at a glance and immediately tap to communicate with these personnel. SmartMapping streamlines engagement by providing access to the application directly from the APX NEXT home screen to best support users wherever the mission takes them.

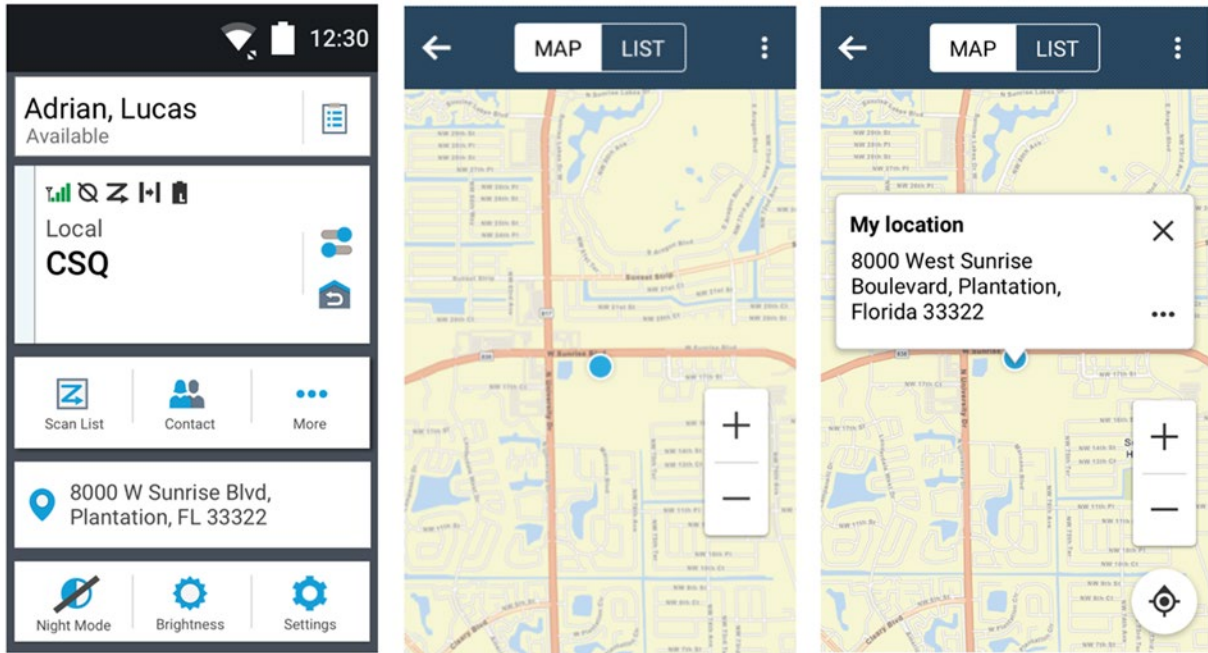


Figure 2-16: SmartMapping Widget, Map View, and Location Pop-Up Display (Left to Right)

SmartMapping also provides the following capabilities for APX NEXT users:

- Search for specific agency users to communicate with by using accessible, on-screen navigation and search tools.
- Select map layers to get a different view of an area, including Street View, Terrain, or Satellite Image.

Adapt to changing agency needs as new integrations and capabilities are introduced into the SmartMapping application.

2.2.8 SmartMessaging

You rely on radio for mission critical voice, but sometimes you need more than voice to be as safe and effective as possible. SmartMessaging is a multimedia communication tool designed for public safety that runs on your APX NEXT. With SmartMessaging, quickly and securely share text messages, images, videos, and voice notes with individuals or groups on other radios.

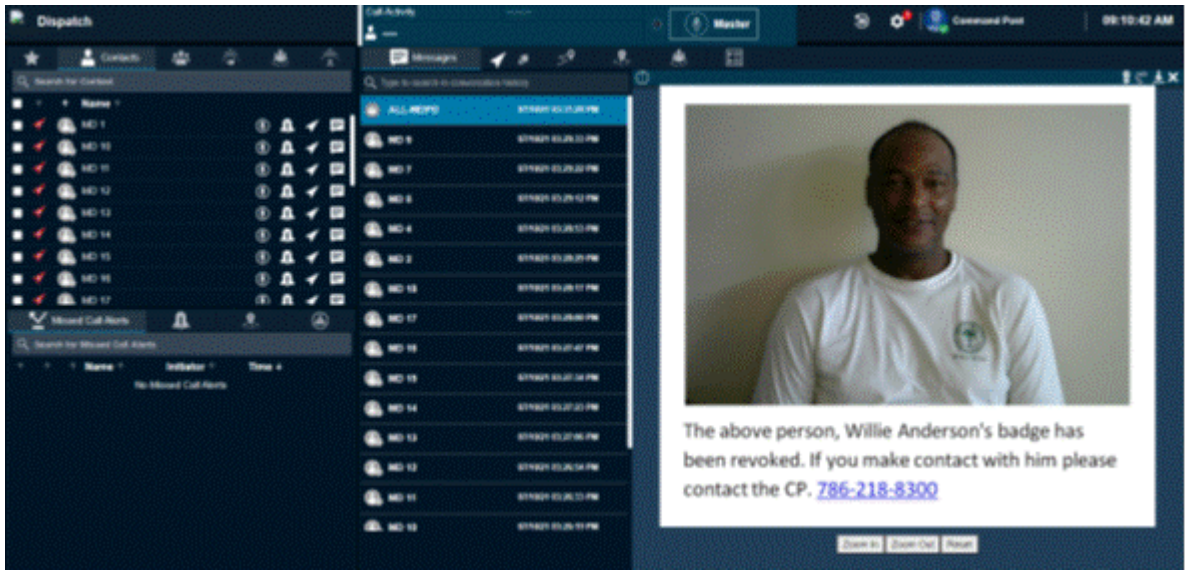


Figure 2-17: SmartMessaging Client.

Whether sending a text to stay quiet, or receiving a BOLO image from dispatch, SmartMessaging equips you for the situation with a multimedia communication toolkit, right at your fingertips.

2.2.9 Advanced Device Management Services w/ Warranty & Accidental Coverage

Easy Fleet Management – Easier and quicker radio provisioning, remote software updates, and streamlined management reduce downtime and support control center staff. Motorola Solutions' Device Management Services (DMS) maximize the effectiveness of APX NEXT, reducing maintenance risk, workload, and total cost of ownership. DMS brings RadioCentral (RC) programming to APX NEXT, as well, supporting faster provisioning and deployment to get devices in the hands of responders and out into the field.

Hardware Repair - Accidental Damage (Essential, Advanced, Premier) Accidental Damage coverage is an optional service for Essential and Advanced customers and is included as a standard feature in the Premier DMS offer. Accidental Damage coverage must be purchased together with, or within 90 days of, a qualifying Motorola Solutions hardware purchase. This offer reduces unexpected expenses relating to the repair of the device. Accidental Damage coverage includes all services within the Standard Hardware Repair plus coverage for Accidental Damage. Examples of items included under Accidental Damage Coverage include:

- Electrical repair for failures caused by accidental water damage.
- Electrical repair for accidental internal damage.
- Replacement of accidentally cracked or broken housings.
- Replacement of accidentally cracked or broken displays.
- Replacement of accidentally cracked or broken or missing keypads/buttons.



2.3 PRICING

2.3.1 APX NEXT Portable Radio Pricing Inclusive of Subscriptions and Warranty

The below equipment lists include the APX NEXT Portable Radio Hardware, Accessories, 5 years of SmartServices & 5 Yrs of Warranty.

APX NEXT Single-Band Portable Radio	Qty.	Pricing
Single-Band Portable (7/800MHz) P25 Trunking Phase 1 (FDMA) / Phase 2 (TDMA) Radio Authentication AES / DES Encryption P25 Over-the-Air Rekeying (OTAR) and Multi-Key ViQi Voice Control Standard Battery Stubby Antenna Plastic Carry Holster w/ 3in. clip Additional Spare Battery APX NEXT IMPRES 2 Single-Unit Battery Charger XVP830 Remote Speaker Mic w/ No Channel Knob (Wired) Warranty w/ Accidental Coverage (7 Yrs) Maintenance Agreement (Preventative Maintenance and Local Radio Support) (3 Yrs) 2-Hour Initial 'train-the-trainer' radio user training (10 people maximum)	150	\$2,163,121
LTE Smart Application Services: SmartConnect SmartLocate SmartMapping SmartMessaging SmartProgramming ViQi Virtual Partner – Unit Management	5 Years	\$337,500
RadioCentral Programming	5 Years	\$24,030
CommandCentral Aware (CC Aware) – 1 st Year Only	1 Year	\$10,283
CommandCentral Aware (CC Aware)	4 Years	\$28,000
Wave Dispatch Messaging Client	5 Years	\$27,000
	MSRP	\$2,589,934
	Contract Discount*	-\$510,446
	Miami Dade County Municipal Volume Incentive**	-\$151,245
	Customer Loyalty Incentive ***	-\$59,525
	Total****	\$1,868,718

* Pricing / Terms & Conditions – *Subject to the NASPO #00318 Master Purchasing Agreement*

** Miami Dade County Municipal Volume Incentive – *valid thru end of 2024.*

*** Customer Loyalty Incentive – *valid thru end of 2024.*

**** Pricing Validity – *Pricing is valid for 90 days from the date on this proposal.*

Optional Accessories	Amount
WM800 Wireless BT Remote Speaker Microphone	\$522
Ratcheting Holster	\$65



WM800 Bluetooth Speaker Mic



Ratcheting Holster

2.3.2 APX NEXT SmartServices/ Mapping & Wave Dispatch Messaging Client Pricing

The SmartServices for the 150 APX NEXT Radios quoted below on an annual basis includes SmartMapping/SmartLocate, SmartMessaging, SmartConnect, SmartProgramming and ViQi Virtual Partner (Unit Management).

This also includes 20 logins for the browser-based Command Central Aware Application and 10 logins for the browser-based Wave Dispatch Messaging Application.

APX NEXT Smart Services	Amount
Year 1 of Application Services / CCAware and Wave Dispatch	Included
Year 2 of Application Services / CCAware and Wave Dispatch	Included
Year 3 of Application Services / CCAware and Wave Dispatch	Included
Year 4 of Application Services / CCAware and Wave Dispatch	Included
Year 5 of Application Services / CCAware and Wave Dispatch	Included

2.4 PAYMENT TERMS FOR A COMPLETE CASH PURCHASE

Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution and in accordance with the following milestones.

Per System Purchased:

1. Equipment will be invoiced upon shipment, as shipped;
2. Services, if required, will be invoiced upon completion; and
3. Subscription Services (5 years) shall be invoiced, in full upon Final Acceptance

Motorola reserves the right to make partial shipments of equipment and to request payment upon shipment of such equipment. In addition, Motorola reserves the right to invoice for installations completed on a site-by-site basis, when applicable.



2.5 OPTION: PAYMENT TERMS FOR A LEASED PURCHASE WITH MOTOROLA CREDIT CORPORATION

For the system purchase financed through Motorola, please refer to the payment schedule included in the Equipment Lease-Purchase Agreement.

For Lifecycle Support Plan and Subscription Based Services:

Motorola will invoice Customer annually in advance of each year of the plan, in combination with the annual lease invoice.

The table below, provided for reference purposes only, details the payment schedule for the North Miami Beach Police Department. The total lease amount does not encompass years 2 through 5 of the subscriptions, which are individually itemized in the table. Lease payments are made at the end of the period (in arrears), while subscription fees are paid at the start of each year. The cost of the fifth-year subscription will be settled during the fourth lease payment. No subscription fees will be included in the final and fifth lease payment. Subscriptions may be renewed following the completion of the last payment.

Total Lease Amount excluding all subscriptions starting in Year 2 with a 5-Year Payment Term: **\$1,529,894.30**

Subscription Service	2024	2025	2026	2027	2028	
Radio Central Programming	Included in Lease	\$4,806.00	\$4,806.00	\$4,806.00	\$4,806.00	
LTE Smart Application Services	Included in Lease	\$67,500.00	\$67,500.00	\$67,500.00	\$67,500.00	
CC Aware	Included in Lease	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	
WAVE Dispatch Messaging Client	Included in Lease	\$5,400.00	\$5,400.00	\$5,400.00	\$5,400.00	
Subscription Total	Included in Lease	\$84,706.00	\$84,706.00	\$84,706.00	\$84,706.00	
Lease Payment	2024 (Start)	2025 (Payment 1)	2026 (Payment 2)	2027 (Payment 3)	2028 (Payment 4)	2029 (Payment 5)
Annual Lease Payment (Includes Interest)	Deferred	\$348,594.25	\$348,594.25	\$348,594.25	\$348,594.25	\$348,594.25
Total Annual Payment (Subscription + Lease)	-	\$433,300.25	\$433,300.25	\$433,300.25	\$433,300.25	\$348,594.25

2.6 TERMS AND CONDITIONS

This proposal shall be governed by the terms and conditions of the NASPO- 00318 Agreement and the Software License Agreement and Subscription Services Agreement prescribed in Section 5.8 and 5.9 of the NASPO Agreement.





**Appointments
13.1.**

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

MEMORANDUM

TO:	Mayor and City Commission
FROM:	Andrise Bernard, MMC, City Clerk
VIA:	
DATE:	October 15, 2024

RE: Appointing Jihane Elizee to the Economic Development Commission (Andrise Bernard, MMC, City Clerk)

Description

BACKGROUND None.
ANALYSIS:

RECOMMENDATION: Approval.

FISCAL/ BUDGETARY None.
IMPACT:

ATTACHMENTS:

Description

📎 Jihane Elizee Application



City of North Miami Beach, Florida
**APPLICATION FOR
ECONOMIC DEVELOPMENT COMMISSION**

THE CITY OF NORTH MIAMI BEACH ESTABLISHED AN ECONOMIC DEVELOPMENT COMMISSION TO PROMOTE QUALITY DEVELOPMENT AND TO NURTURE GROWTH OF BUSINESS THROUGHOUT THE CITY OF NORTH MIAMI BEACH.

ALL MEMBERS OF THE ECONOMIC DEVELOPMENT COMMISSION MAY BE A RESIDENT, PROPERTY OWNER, MEMBER OF THE LABOR/BUSINESS COMMUNITY OR OTHER INTERESTED PERSON IN THE ECONOMIC DEVELOPMENT OF NORTH MIAMI BEACH.

IF THE APPLICANT IS NOT A RESIDENT, THEY MUST OWN OR MANAGE COMMERCIAL PROPERTY IN NMB MAINTAINING A BTR ENTITLING THEM TO CONDUCT BUSINESS IN THE CITY.

(PLEASE PRINT CLEARLY)

1. NAME: _____

2. HOME ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

3. BUSINESS NAME: _____

BUSINESS ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

4. CONTACT NO: (HOME) _____ (BUSINESS) _____

CELL: _____ EMAIL ADDRESS: _____

FAX: _____

5. ARE YOU A RESIDENT OF THE CITY OF NORTH MIAMI BEACH *OR* DO YOU WORK IN THE CITY OF NORTH MIAMI BEACH? RESIDENT _____ WORK _____

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

7. HIGHEST LEVEL OF EDUCATION AND OCCUPATION: _____

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

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

PRESENT STATUS: _____

_____ to _____

_____ to _____

_____ to _____

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

11. PLEASE STATE YOUR REASON FOR INTEREST IN APPLYING FOR THE ECONOMIC DEVELOPMENT COMMISSION:

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

CERTIFICATION

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

APPLICANT'S SIGNATURE: Jihane Elizee DATE: _____

APPOINTMENT DATE: _____ BY: _____

Revised 02/02/2015



**Appointments
13.2.**

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

MEMORANDUM

TO:	Mayor and City Commission
FROM:	Andrise Bernard, MMC, City Clerk
VIA:	
DATE:	October 15, 2024

RE: Appointing Sebastien Scemla to the Economic Development Commission (Andrise Bernard, MMC, City Clerk)

Description

BACKGROUND None.
ANALYSIS:

RECOMMENDATION: Approval.

FISCAL/ BUDGETARY None.
IMPACT:

ATTACHMENTS:

Description

- ▣ Sebastien Scemla Application



City of North Miami Beach, Florida
**APPLICATION FOR
ECONOMIC DEVELOPMENT COMMISSION**

THE CITY OF NORTH MIAMI BEACH ESTABLISHED AN ECONOMIC DEVELOPMENT COMMISSION TO PROMOTE QUALITY DEVELOPMENT AND TO NURTURE GROWTH OF BUSINESS THROUGHOUT THE CITY OF NORTH MIAMI BEACH.

ALL MEMBERS OF THE ECONOMIC DEVELOPMENT COMMISSION MAY BE A RESIDENT, PROPERTY OWNER, MEMBER OF THE LABOR/BUSINESS COMMUNITY OR OTHER INTERESTED PERSON IN THE ECONOMIC DEVELOPMENT OF NORTH MIAMI BEACH.

IF THE APPLICANT IS NOT A RESIDENT, THEY MUST OWN OR MANAGE COMMERCIAL PROPERTY IN NMB MAINTAINING A BTR ENTITLING THEM TO CONDUCT BUSINESS IN THE CITY.

(PLEASE PRINT CLEARLY)

1. NAME: _____

2. HOME ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

3. BUSINESS NAME: _____

BUSINESS ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

4. CONTACT NO: (HOME) _____ (BUSINESS) _____

CELL: _____ EMAIL ADDRESS: _____

FAX: _____

5. ARE YOU A RESIDENT OF THE CITY OF NORTH MIAMI BEACH *OR* DO YOU WORK IN THE CITY OF NORTH MIAMI BEACH? RESIDENT _____ WORK _____

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

7. HIGHEST LEVEL OF EDUCATION AND OCCUPATION: _____

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

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

PRESENT STATUS: _____

_____ to _____

_____ to _____

_____ to _____

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

11. PLEASE STATE YOUR REASON FOR INTEREST IN APPLYING FOR THE ECONOMIC DEVELOPMENT COMMISSION:

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

CERTIFICATION

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

APPLICANT'S SIGNATURE: Sebastien Scemla DATE: _____

APPOINTMENT DATE: _____ BY: _____

Revised 02/02/2015



**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

MEMORANDUM

TO:	Mayor and City Commission
FROM:	
VIA:	
DATE:	October 15, 2024

RE: NMB Water Updates & Highlights (September 2024)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY

IMPACT:

ATTACHMENTS:

Description

- ▣ NMB Water Updates & Highlights



Capital Improvement Program Management Support

Monthly Progress Report

August 23, 2024, through September 20, 2024

NORTH MIAMI BEACH, FLORIDA





CIP Management Support Monthly Progress Report

August 23, 2024, through September 20, 2024

Table of Contents

Pre-Construction

Page 2 – 3

Construction

Page 4 – 5

City of NMB – Water / Sewer

Page 6

Program Management

Page 7 – 14

Pre-Construction

Aqeel Abdool-Ghany, PE – CIP Program Manager

Highlights & Milestones

- Surveying is finishing for the Pinetree Park South Watermain Replacement project.
- The NMB Water CIP Team is waiting the 60% Design from the Design Consultant for the Pinetree Park North and Norland Southeast Watermain Replacement.
- The NMB Water CIP Team received approval from the NMB City Commission on September 17, 2024, on the budget amendment and the NMB Procurement Department is currently issuing the Purchase Order for Master Pump Station #4 Force Main Re-routing and Bell Gardens Force Main Replacement.
- The NMB Water CIP Team is preparing the documentation to issue the Change Order for W2002B Well to complete the well development.
- The NMB Water CIP Team is working with NMB Procurement to finalize the documentation for W2002A – Raw Water Main Transmission Pipe Line.

Challenges & Issues

- The NMB Water CIP Team is currently reviewing the high construction bid costs and is evaluating the future of several projects.
- The NMB Water CIP Team are seeing long lead times for equipment delivery which is affecting various project schedules.
- The Pinetree Park South Watermain Replacement project experienced a delay due to a right-of-way permit being denied.

Project & Task Updates

- **Norwood Water Treatment Plant Improvement – Phase 2 (Raw Water Transmission Main)**
 - The NMB Water CIP Team is working with the NMB Procurement Department to advertise the project for bidding.
- **Pinetree Park – North Watermain Replacement**
 - The Design Consultant has reached 30% Design and is working on submitting 60% Design.
- **Pinetree Park – South Watermain Replacement**
 - The Design Consultant has reached 30% Design and is working on submitting 60% Design.
- **Norland – Southeast Watermain Replacement**
 - The Design Consultant submitted the survey for review by the NMB Water CIP Team and has completed 30% Design.
- **I-95/Turnpike Watermain Improvements**
 - The project remains on hold until further notice.
- **Sunny Isles Watermain Replacement**
 - The project remains on hold until further notice.
- **Highland Village Watermain Replacement**
 - The project remains on hold until further notice.

- **Master Pump Station #4 Force Main Re-routing**
 - The NMB Water CIP Team received approval for the budget amendment from the NMB City Commission on September 17, 2024. The NMB Procurement department is finalizing the Purchase Order.
- **Bell Gardens Force Main Replacement**
 - The NMB Water CIP Team received approval for the budget amendment from the NMB City Commission on September 17, 2024. The NMB Procurement department is finalizing the Purchase Order.
- **NE 19th Avenue Sewer**
 - The project remains on hold until further notice.

Upcoming Initiatives & Deliverables

- **Norwood Water Treatment Plant Improvement – Phase 2 (Raw Water Transmission Main)**
 - NMB Water will be going to bid with the signed and sealed 100% Design.
- **Pinetree Park – North Watermain Replacement**
 - The Design Consultant will submit the 60% Design package for review.
- **Pinetree Park – South Watermain Replacement**
 - The Design Consultant will submit the 60% Design package for review.
- **Norland – Southeast Watermain Replacement**
 - The Design Consultant will submit the survey for review by the NMB Water CIP Team.
- **Master Pump Station #4 Force Main Re-routing**
 - The Preconstruction NMB Water CIP Team will hand over the project to the NMB Water CIP Construction team.
- **Bell Gardens Force Main Replacement**
 - The Preconstruction NMB Water CIP Team will hand over the project to the NMB Water CIP Construction team.

Construction

Tom Raihl, PE, CCM – Construction Manager

Highlights & Milestones

- **Eastern Shores Watermain System Rehabilitation – Phase 2**
 - The contractor is continuing construction on NE 166th and NE 165th Street.
 - The second watermain is being installed on NE 167th and NE 168th Street.
 - Temporary paving is complete to NE 168th Street west.
- **Norwood Water Treatment Plant Improvements (5-Million-Gallon Water Storage Tank)**
 - The final piping tie-in is currently progressing, and storage tank disinfection has begun.
- **Corona del Mar Collection System – (Private Laterals)**
 - The contractor has connected nine (9) properties to the new sewer system and has commenced installing the next thirty-one (31) connections.
- **Oleta River Crossing Watermain Replacement**
 - The contractor has completed the pipe installation and is currently waiting for the Department of Health certification prior to placing it in service.
- **Operations Center Rehabilitation**
 - The mechanical materials are currently being delivered.
- **Norwood Water Treatment Plant Production Wells Installation**
 - The project has been interrupted due to well subsidence.
- **Bunche Park Water Main Rehabilitation**
 - The Notice to Proceed (NTP) was delivered September 16, 2024.

Challenges & Issues

- Material supply chain issues continue to increase costs and cause delays for all project contracts most notably Variable Frequency Drives for WATR 2002C the Norwood Water Treatment Plant and WATR 2012 Operations Center Rehabilitation.
- Permitting continues to be a challenge especially for SEWR 2006 Corona Del Mar (Private Laterals).
- Subsidence near the new Biscayne Well has caused a temporary Cessation of Construction Activities.

Project & Task Updates

- **NE 153rd Street Watermain**
 - The CIP Team is waiting for the resolution of the Contractor's claim prior to closing out.
- **Norwood Water Treatment Plant Improvements**
 - The new piping tie-ins are approaching completion, but they have necessitated raising the road by two feet impacting the existing truck scale.
- **Corona del Mar Collection System – Phase 3**
 - Proceeding with the permitting and installation for the lateral connections.
- **Norwood Water Treatment Plant Production Wells Installation**
 - Well development for the Floridan is complete.
 - Well development of the Biscayne Aquifer has been temporarily halted while alternatives are being evaluated.

Upcoming Initiatives & Deliverables

- **Oleta River Crossing Watermain Replacement**
 - Final connection to the existing watermain.
- **Eastern Shores Watermain System Rehabilitation – Phase 2**
 - Construction of the watermain along NE 164th Street.
 - Transfer of the services from the existing watermain to the new watermain along NE 171st Street.
- **Norwood Water Treatment Plant Progressive Design-Build at a Budget**
 - Commissioning of the 5-million-gallon water storage tank.



Norwood Water Treatment Plant – 5-Million-Gallon Water Storage Tank



Oleta River Crossing Watermain Replacement

City of NMB – Water / Sewer Projects

Guilherme Neukamp – Water / Sewer Design Manager

Highlights & Milestones

- The Velda Farm Force Main has successfully passed the pressure test.
- The Cravero Force Main was approved during the September 17, 2024 Commission meeting.

Challenges & Issues

- Projects are experiencing delays due to contractors taking longer than expected to provide cost estimates.
- Increased material costs are resulting in higher bids, leading to delays or cancellations for some projects.

Project & Task Updates

- **SCADA Rehabilitation**
 - The City of NMB has approved Task Order #2.
 - Final Design workshop to be scheduled in the first week of October 2024.
- **Wellfield Protection and Palm Land**
 - The City of NMB is continuously working on the recommended repairs.
 - NMB Water might hire a professional contractor if needed.
- **Cravero Force Main Replacement**
 - The NMB Purchase Order has been issued.
- **Velda Farm Force Main Replacement**
 - The City of NMB has received all the necessary documents for approval, including the As-Built plans and lift station start-up documentation
 - The final walk-through is pending by the NMB Water inspector once all documents and fees are received.

Upcoming Initiatives & Deliverables

- **SCADA Rehabilitation**
 - The project workshop will be conducted in October to finalize the Design phase.
- **Wellfield Protection and Palm Land**
 - A progress meeting will be held to discuss any complexities and evaluate the work completed so far.
- **Cravero Force Main Replacement**
 - A Notice to Proceed will be announced shortly to begin construction.
- **Velda Farm Force Main Replacement**
 - The next steps will be DERM's review and approval to issue the permit.

Program Management

Aqeel Abdool-Ghany, PE – CIP Program Manager

Schedule Update

The CIP Team conducted the monthly schedule update, where all project dates and milestones were reviewed through Friday, September 20, 2024. The below commentary denotes what changes were made and their impacts.

The schedule modifications described below do not have an impact to the overall WIFIA Project Milestone dates. The WIFIA Substantial Completion Phase IIA, IIB and IIC date is now forecast to be February 23, 2027, 380 days later than planned. This pushes completion date 267 days past the WIFIA substantial completion (WIFIA Development Default Deadline) of August 1, 2026.

Project Specific Updates

- **WATR2002 – Construction of Norwood WTP Improvements Phase 2** (Raw Water Transmission Main) – “Procurement Prepare & Approval Package & Bid Notice,” was forecast to finish on August 30, 2024, and now is expected to finish on October 14, 2024. Project completion is forecast to be February 6, 2026, versus last month’s forecast of December 23, 2025.
- **WATR2002 – Construction of Norwood WTP Improvements Phase 2** (Wells) – “Well Development & Testing” continues to be on hold due to a sinkhole. This is expected to be on hold until the end of February 2025. Then the CIP Team will need 3 months to remobilize, repair the well and complete development.
- **WATR2002 – Construction of Norwood WTP Improvements Phase 2** (Plant Improvements) – Substantial completion is forecast for April 15, 2026.
- **WATR2005 – Eastern Shores Watermain System Rehabilitation Phase 1** – Construction was completed April 30, 2023.
- **WATR2005 – Eastern Shores Watermain System Rehabilitation Phase 2** – The anticipated construction completion date is February 9, 2026.
- **WATR2007 – Oleta River Crossing** – Construction began July 17, 2024. The CIP Team is currently awaiting certification, pushing project substantial completion out to October 31, 2024, versus last month’s forecast of August 30, 2024. Project completion is forecast to be November 30, 2024, versus last month’s forecast of September 29, 2024.
- **WATR2007 – 165th & W. Dixie Highway (Snake Creek)** – “Construction Procurement” is currently under the control of Miami-Dade County Public Works. The tentative completion date is now December 31, versus last month’s forecast of October 30, 2024. Project completion is now February 6, 2026, versus last month’s forecast of December 4, 2025.
- **WATR2007 – Sunny Isles Watermain Replacement** – This project is currently on hold until further notice.
- **WATR2007 – Highland Village Watermain Replacement** – This project is currently on hold until further notice.
- **WATR2007 – West Dixie Highway Industrial, 153rd Street Watermain** – The project is complete.
- **WATR2007 – I-95 & Turnpike Watermain Improvements** – This project is currently on hold until further notice.

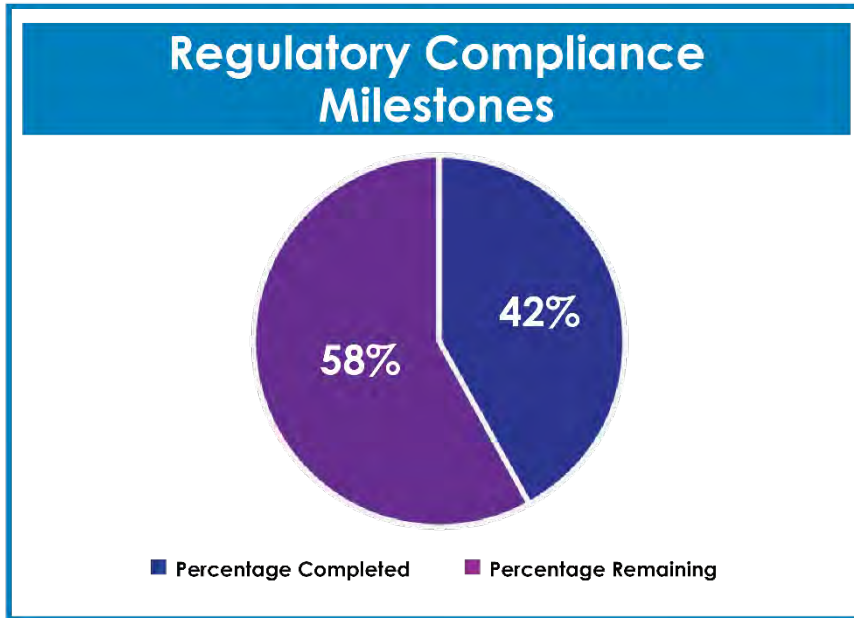
- **WATR2007 – Bunche Park Watermain Improvements** – Construction Procurement and Construction has been split up into two separate sections. The CIP Team will be tracking 27th Avenue separate from the rest of the project. Construction of 27th Avenue finished January 31, 2024. The CIP Team received the Notice to Proceed (NTP) for the remaining portion of the project on September 16, 2024, and will run through June 9, 2025.
- **WATR2007 – Pinetree Park / Pinetree North** – The CIP Team have incorporated an updated schedule from the Designer. “Prepare 60% Design Package,” to be completed on February 18, 2025, versus last month’s forecast of September 23, 2024. Construction duration has not yet been established. However, it will be updated in the near future.
- **WATR2007 – Pinetree Park / Pinetree South** – The CIP Team have incorporated an updated schedule from the Designer. “Data Collection/ Site Visit and Route Assessment/ Survey, Geotech and SUE Management” is forecast to finish September 19, 2024. Construction activities have been updated to complete December 14, 2026, versus last month’s forecast of May 18, 2026.
- **WATR2007 – Norland Southeast Phase 4** – This schedule has been updated to reflect the Designer’s schedule. “Prepare 60% Design Package,” is forecast to finish December 20, 2024, versus last month’s forecast of October 24, 2024. Project completion is forecast to finish July 10, 2026.
- **WATR2007 – Aerial Crossing Replacement** – This project is currently on hold until further notice.
- **WATR2009 – Design and Construct SCADA & Radio Telemetry System Upgrades** – “Construction Administration & Permitting,” finished on February 2, 2024. The anticipated project completion is January 27, 2025, as reported last month.
- **WATR2010 – Design and Construct Honey Hill Watermain System Rehabilitation** – Construction completion was November 30, 2022.
- **WATR2012 – Design and Construct Operations Center Pump Station Improvements** – No Construction work was performed. Based on the VFD Vendor Delivery, Construction Substantial Completion is being pushed out to October 2025, which pushes Final Completion out to January 2026.
- **SEWR2001 – Wastewater Collection Repairs and Replacements Program** – The City has taken over management of this project. The CIP program will no longer track this project.
- **SEWR2002 – Construct Master PS #4 Force Main Re-Routing** – “Prepare and Award Construction Contract,” is forecast to complete on October 21, 2024. Construction completion is forecast to be January 24, 2026, versus last month’s forecast of December 27, 2025.
- **SEWR2003 – Implement Wastewater Collection System Plan of Compliance** – Inspection Report tasks to be completed by June 1, 2024, as reported last month.
 - **Inspections** – The Inspections have been split into two separate sections – Well Field, and Palm Land.
 - **Well Field** Inspection was completed November 17, 2023.
 - **Palm Land** is forecast to be completed July 1, 2025.
- **SEWR2004 – Construct Cravero Force Main Replacement** – This project is now being managed by the City of NMB staff.
- **SEWR2005 – Construct Velda Farm Force Main Replacement** – This project is now being managed by the City of NMB staff. Substantial completion to finish September 20, 2024 versus last month’s forecast of December 12, 2024. The project final completion is forecast to be January 1, 2025.

- **SEWR2006 – Construct Corona del Mar Phase II (Main Line Sewer)** – Construction completion was November 30, 2023.
- **SEWR2006 – Construct Corona del Mar Phase II (Private Property Laterals)** – “Construction Administration & Permitting,” was forecast to extended out until May 30, 2025, as reported last month. The CIP Team have updated this to run in parallel with “Construction thru Substantial Completion” as permits will be pulled throughout the “Construction to Substantial” phase. “Construction thru Substantial Completion” started June 12, 2024. Construction completion is forecast to finish March 1, 2026, as reported last month.
- **SEWR2007 – Construct Bell Gardens Force Main Replacement** – “Prepare and Award Construction Contract,” is forecast to complete on October 21, 2024. Project completion is forecast to be February 23, 2026, versus last month’s forecast of January 26, 2026.
- **PARK1912 – Washington Park Sewer Connection** – This project was removed from the CIP project list by the City of NMB.
- **SEWR2201 – NE 19th Avenue Business District Sanitary Sewer System** – This project was removed from the CIP project list by the City of NMB.

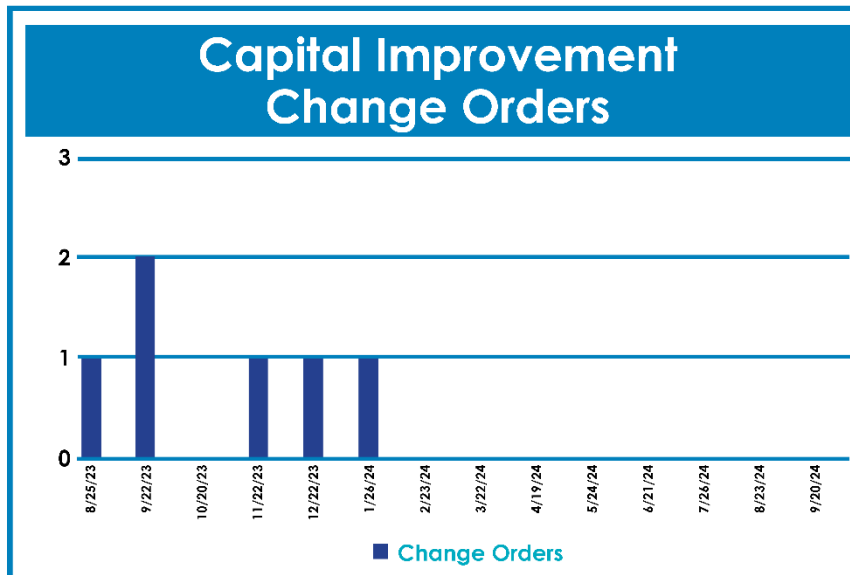
Key Performance Indicators (KPI)

The CIP Team has defined the process for tracking KPI's within the CIP Program and updated the PMP accordingly. Below you will find the information for each of the current measured metrics.

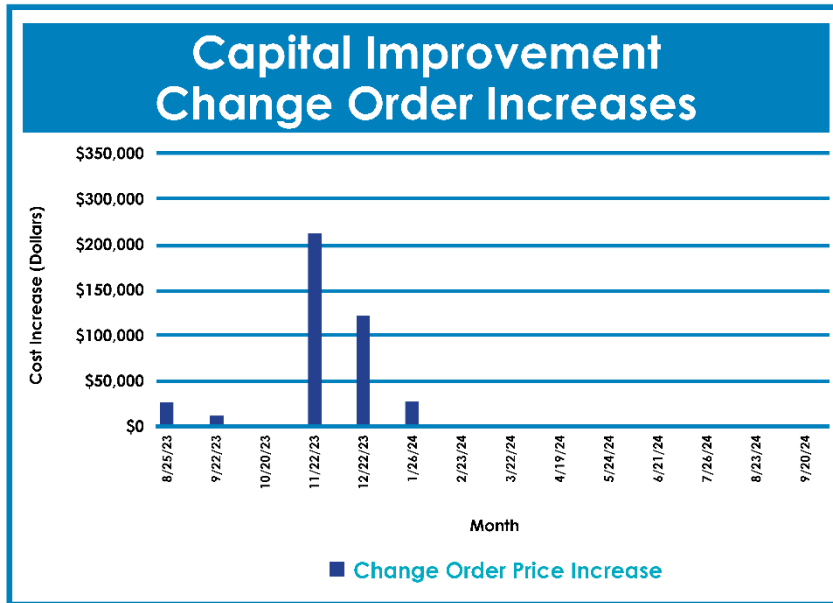
1. **Regulatory Compliance Milestones** – A total of 53 WIFIA milestones have been identified. A total of twenty-two (22) WIFIA milestones have been completed representing 42% overall completion. There were no milestones completed in this reporting period.



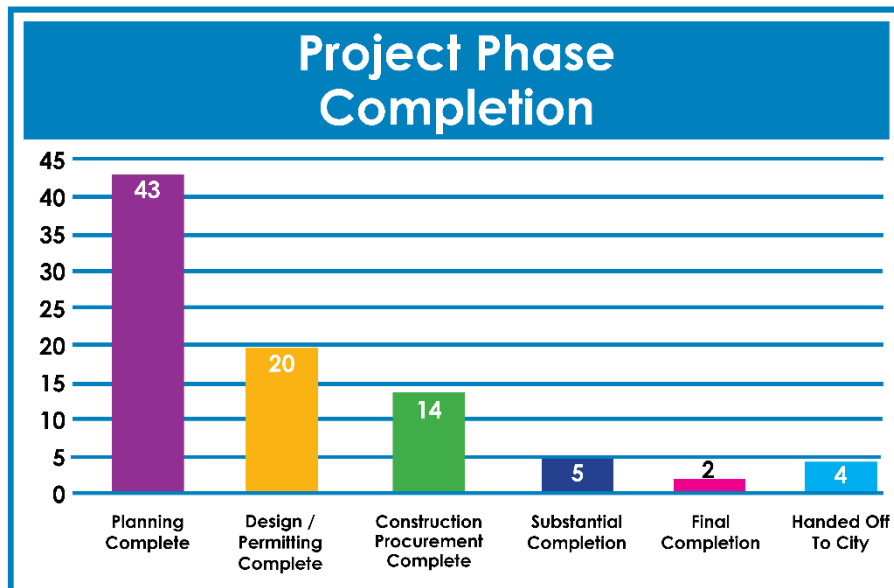
2. **Change Order Quantity** – Twenty-five (25) Change Orders have been approved, representing a total program increase cost of \$1,083,805.65. No Change Orders were approved during this reporting period.



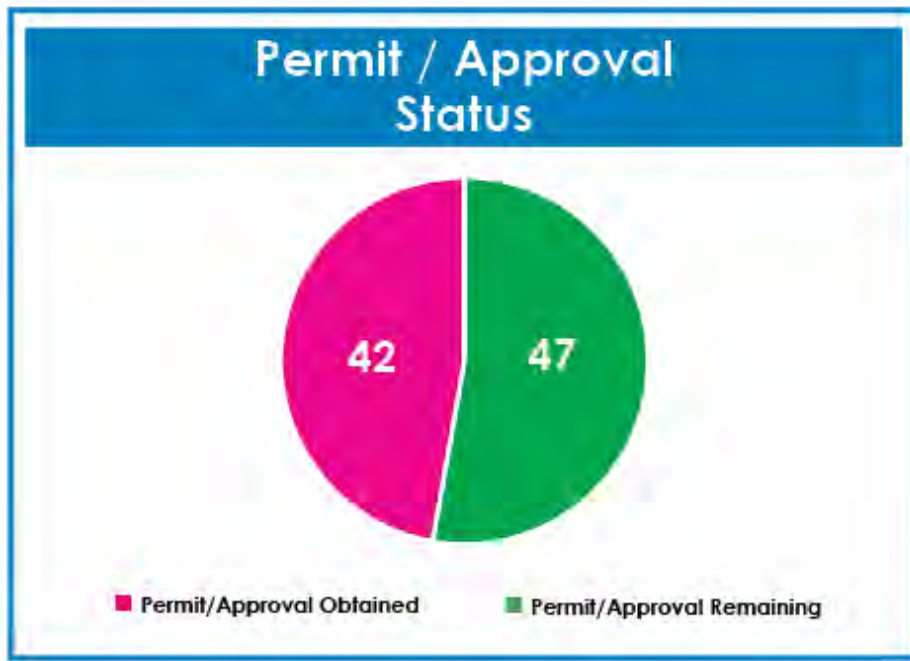
- 3. **Change Order % of Change** – The Change Orders approved for \$1,083,805.65 represents a 1.188% overall program cost increase. No additional costs were added during this reporting period.



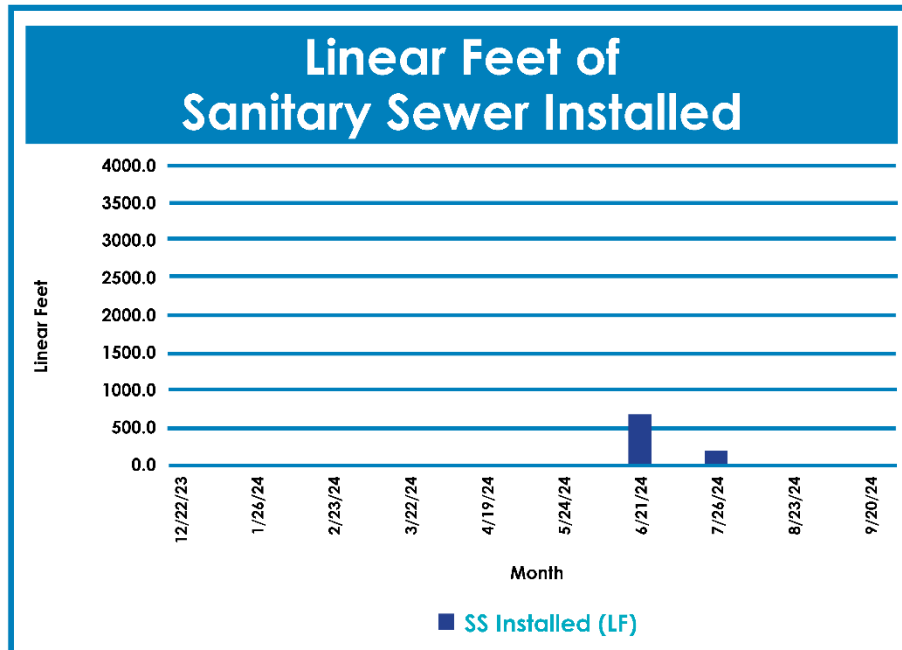
- 4. **Health & Safety** – There are a total of 5 safety incidents. None occurred in this reporting period.
- 5. **Project Phase Completion** – There are 43 identified potential projects in the CIP. The graph below shows how many projects have completed each of the milestones. Four projects have been handed off to the City including Washington Park, Velda Farms, Cravero and NE 19th Avenue.

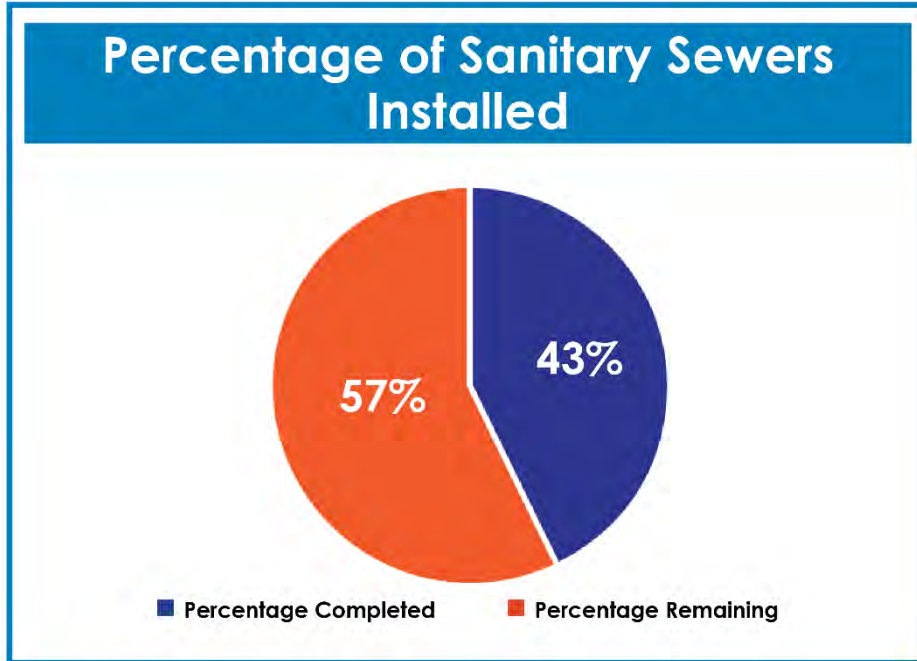


- 6. **Permit/Approval Status** – There are currently 47 permit / approvals identified still needed to be secured under this program from various agencies including Miami-Dade County Public Works, South Florida Water Management District, the Florida Department of Transportation.

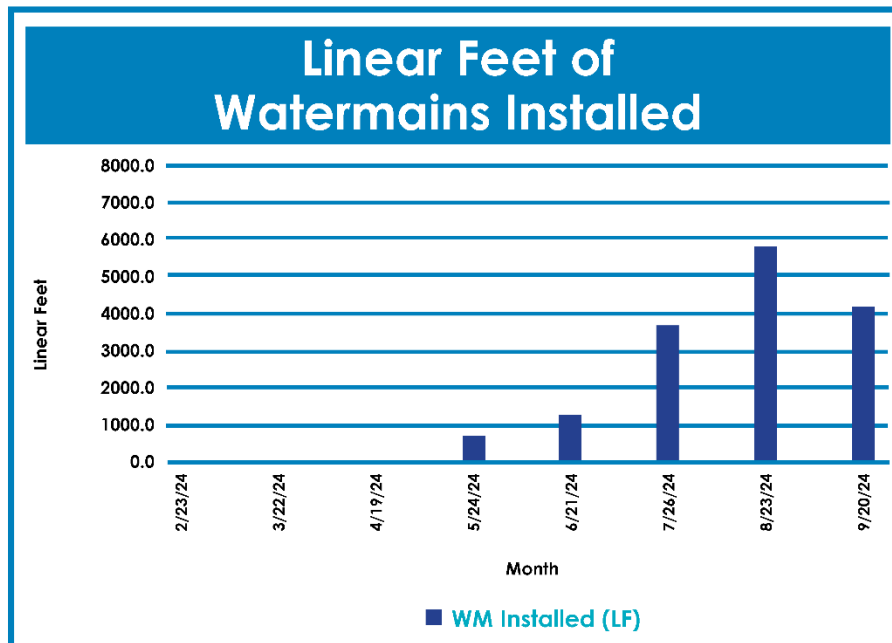


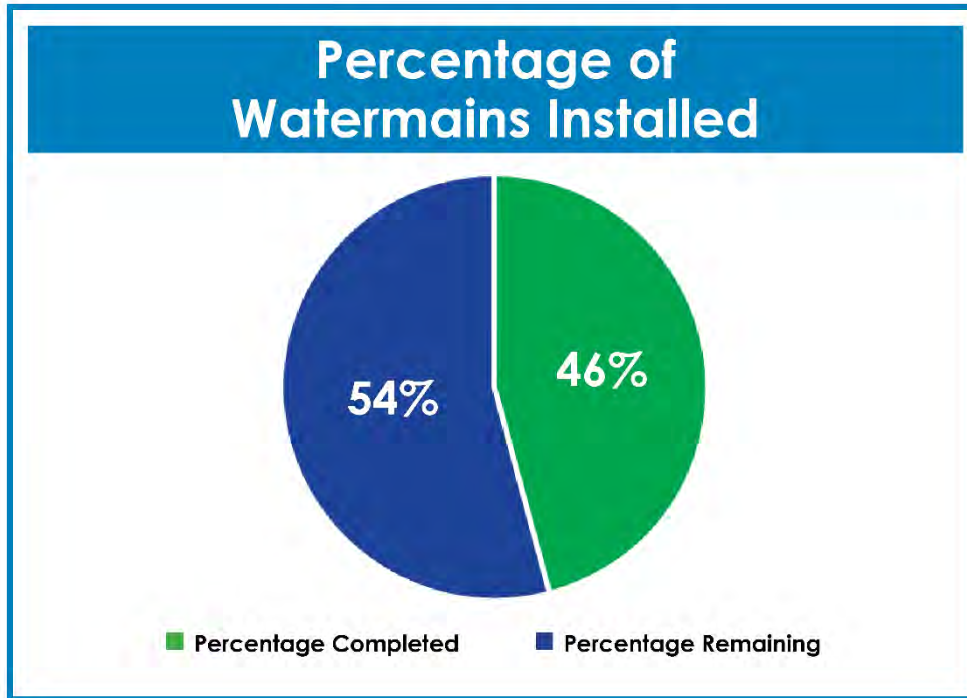
- 7. **Linear Feet of Sanitary Sewer Installed** – There were 0 linear feet of sanitary sewers installed during the reporting period. There is a total of 20,394 linear feet of sewer currently planned to be installed. To date, 8,860 linear feet have been installed.





- 8. **Linear Feet of Watermains Installed** – 4,036 linear feet of watermains were installed during the reporting period. There is a total of 85,016 linear feet of watermains identified in the planning documents to be installed. To date 39,152 linear feet have been installed.







Monthly Progress Report

August 2024
Operations and Maintenance





Monthly Progress Report

Summary – August 2024

NMB Water is responsible for providing nearly 700 million gallons of water per month to approximately 175,000 customers in the service area, which include Miami Gardens, Aventura, Sunny Isles Beach, Golden Beach, and portions of unincorporated Miami-Dade County. This is achieved through nine (9) divisions, which are responsible for ensuring water production facilities supply clean and safe water in a reliable manner.

In addition, the divisions include wastewater collection, engineering, plan review and inspection services to developers that construct within the NMB Water service area, customer services, utility billing and collections for system and City-wide services (i.e., stormwater, sanitation).

The purpose of this Monthly Progress Report is to summarize the achievements and status of NMB Water as of August 2024.

In August 2024, NMB Water completed the following significant milestones and essential tasks:

- Norwood Water Plant produced approximately 744 million gallons of water.
- Water Maintenance completed a total of 240 work orders.
- Continued to manage the Florida Commerce Grants for Capital Improvement Projects, which includes addressing additional environmental review comments.
- Continued to manage the Florida Department of Environmental Protection (DEP) Grants and the WIFIA Loan for Capital Improvement Projects, which included hosting a successful on-site visit from the Environmental Protection Agency (EPA).

NMB Water Division Responsibilities

1. **NMB Water Administration (900)** – is responsible for facilitating and administering the resources needed by all the divisions, which include:
 - a. Capital Improvement Program (Additional information provided under separate cover)
 - b. Finance & Repair and Replacement
 - c. Communication and Community Outreach
 - d. Safety & Claims
2. **Quality Control (901)** – is responsible for ensuring compliance with all local, state, and federal regulations. This includes sampling for WTP compliance at Norwood, laboratory services for water distribution, and water quality compliance.
3. **Water Production (904)** – is responsible for producing and treating an average of 700 million gallons of water per month.
4. **Water Distribution and Construction (908)** – is responsible for ensuring continuous reliable potable water distribution service to customers.
5. **Water Utility Control and Maintenance (909)** – Responsible for system monitoring software, as well as perform planned, preventive, and corrective maintenance of equipment used for water production and wastewater collection.
6. **Wastewater Collection (910)** – is responsible for the management and operation of the utility's wastewater collection infrastructure. This includes planned, corrective, and preventive maintenance of grinder and lift stations.
7. **Engineering and Infrastructure (912)** – provides services for GIS management, main water locations, road restoration, leakage detection monitoring/planning, hydrant flushing planning, backflow inspections, and provides technical services in project inspections, donations, and impact reviews.
8. **Materials Control & Equipment (Ops Center/Warehouse) (915)** - Responsible of acquiring, storing, and performing inventory control for all the parts, supplies, and equipment utilized by NMB Water.
9. **Customer Services and Billing (916)** – provides services for meter reading, Itron and Invoice Cloud management, billing, money-collection, and call center for NMB Water customers.

Implementation of Key Performance Indicators (KPIs)

It is the goal of NMB Water to measure its performance and begin to measure execution and evaluate the success. Therefore, starting October 1, 2022, NMB Water is implementing individual Key Performance Indicators (KPIs) to provide a measurement in time of how an activity or initiative is performing toward agreed targets. NMB Water KPI targets and performance are compared to America Water Works Association (AWWA) industry benchmarking to improve operational efficiency and managerial effectiveness when appropriate. Accordingly, this month's report and future reports will reflect these KPIs to provide a deeper insight into each division's performance. The following are the current KPIs being implemented by division, when applicable:

1. NMB Water Administration (900)

Finance

Debt-Service Coverage Ratio

The debt service ratio is the ratio of net operating invoice to total debt service. Debt-service coverage ratios of less than one indicates a negative cash flow, meaning a utility is not generating enough income to pay its debt obligations strictly through operations. Debt service payments are made quarterly. The debt service coverage ratio is 2.18 as of August 31, 2024.

Operating Ratio

A utility's operating ratio is its operating expenses divided by operating revenue. The operating ratio shows how efficient an organization is at keeping costs low while generating revenue. Based on the reported revenues for the utility, the operating ratio is 57%, as of 08/31/2024.

Bond Rating

A utility’s bond rating is a grade that indicates its creditworthiness. Under the Fitch rating system, NMB Water investment grade is currently an A+. Based on AWWA table below, it is considered an Upper Medium Grade.

	Moody’s	S&P	Fitch	Meaning
Investment Grade	Aaa	AAA	AAA	Prime
	Aa1	AA+	AA+	High Grade
	Aa2	AA	AA	
	Aa3	AA-	AA-	
	A1	A+	A+	Upper Medium Grade
	A2	A	A	
	A3	A-	A-	
	Baa1	BBB+	BBB+	Lower Medium Grade
	Baa2	BBB	BBB	
	Baa3	BBB-	BBB-	

Repair and Replacement (R&R)

The Repair and Replacement (R&R) allocated \$994,417.00 in funds for Fiscal Year 24. The table below summarizes the R&R allocated vs. invested dollars. Approximately 33% of Repair and Replacement funds have been invested in projects: \$22,087.50 for emergency Wastewater repairs, \$87,600.00 for air conditioning repairs and maintenance, \$54,762.00 for chemicals at the Norwood Water Treatment Plant, \$25,523.00 for the procuring of components needed to repair the Lime Sludge Thickener, \$51,950.00 for the painting of the 1.5-million-gallon water storage tank, \$24,675.00 for the NW 7 Avenue -16" Line Stop Project, \$19,000.00 for water fittings and accessories, \$6,000 for the water main relocation project and \$37,133.00 for unanticipated operational needs.

Divisions	Allocated	Invested
Water Production	\$148,119.00	\$142,362.00
Customer Service	\$62,249.00	\$0.00
Wastewater	\$377,378.00	\$22,087.50
Quality Control	\$10,000.00	\$0.00
Water Distribution	\$252,000.00	\$138,758.00
Warehouse	\$81,535.00	\$0.00
Administration	\$37,159.00	\$0.00
Utility Control Systems Management	\$25,977.00	\$25,523.00
TOTAL	\$994,417.00	\$328,730.50

Communication and Community Outreach

Each month, the program communication staff develops a schedule of upcoming events. Activities involve internal planning and coordination, outreach to the community, and engaging with industry publications and associations.

August – Water Quality Month

NMB Water promoted August as National Water Quality Month to bring awareness to the importance of water. It’s a time to remind everyone on the planet to appreciate and protect our water resources. Water is the basis of all life and important to sanitation, human rights, urbanization, sustainability, and economic growth.

National Water Quality month reminds us to also consider how important water sources are not just to humans, but also to the other inhabitants of these ecosystems – whether it be the fish, animals or the plants that rely on the oceans, lakes and canals for water. By thinking about the little things that you do daily that could have a negative effect on water quality, you’ll be one step closer to making a difference.



NMB Water Community Forum

On August 22, 2024, NMB Water hosted a special Customer Service Forum in the Julius Littman Performing Arts Theater. NMB Water management and support staff were on hand to share beneficial information on water meters, the billing process, the “We Care to Share” Bill Payment Assistance Program, ongoing Capital Improvement projects, the Service Line Warranties plan and NMB Water Community Outreach events.



Safety and Claims

Employee Training

Training employees is expressed as "the monthly number of training hours per employee as full-time equivalents (FTE)". This metric gives an indication of how much training was given to employees. The aim goal was reduced from 10 to 5 hours to make it more achievable given the lower number of training hours. Safety staff held a five-hour Bucket Truck Training course in August.

Health and Safety Severity Rate

The Health and Safety Severity Rate provides a rate of FTE employee days lost from work due to occupational injury. Conversely, it is a measure of the safety performance or how safe work conditions are. As per the Occupational Safety and Health Administration (OSHA), an injury is defined as work-related death, injury, or illness, that involves the loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. There is nothing to report for August 2024.

Claims

Utility-related incidents include claims from service line leaks, damaged lines, and property damage, etc. The claim manager also serves as a liaison between the residents and the city. Claims processing procedures include visiting the site of the incident, verifying information with related parties, reviewing claim submission, and associating the cost of repair. There were two incidents reported in August, totaling \$1,834.60 in repairs.

2. Quality Control (901)

Water samples are collected to ensure quality standards continue to be met. In addition, bacteriological samples continue to be performed in-house since the Laboratory team achieved certification to the National Environmental Laboratory Accreditation Conference (NELAC) in July 2018. The laboratory technicians continue regular compliance sampling as required by local and state regulations.

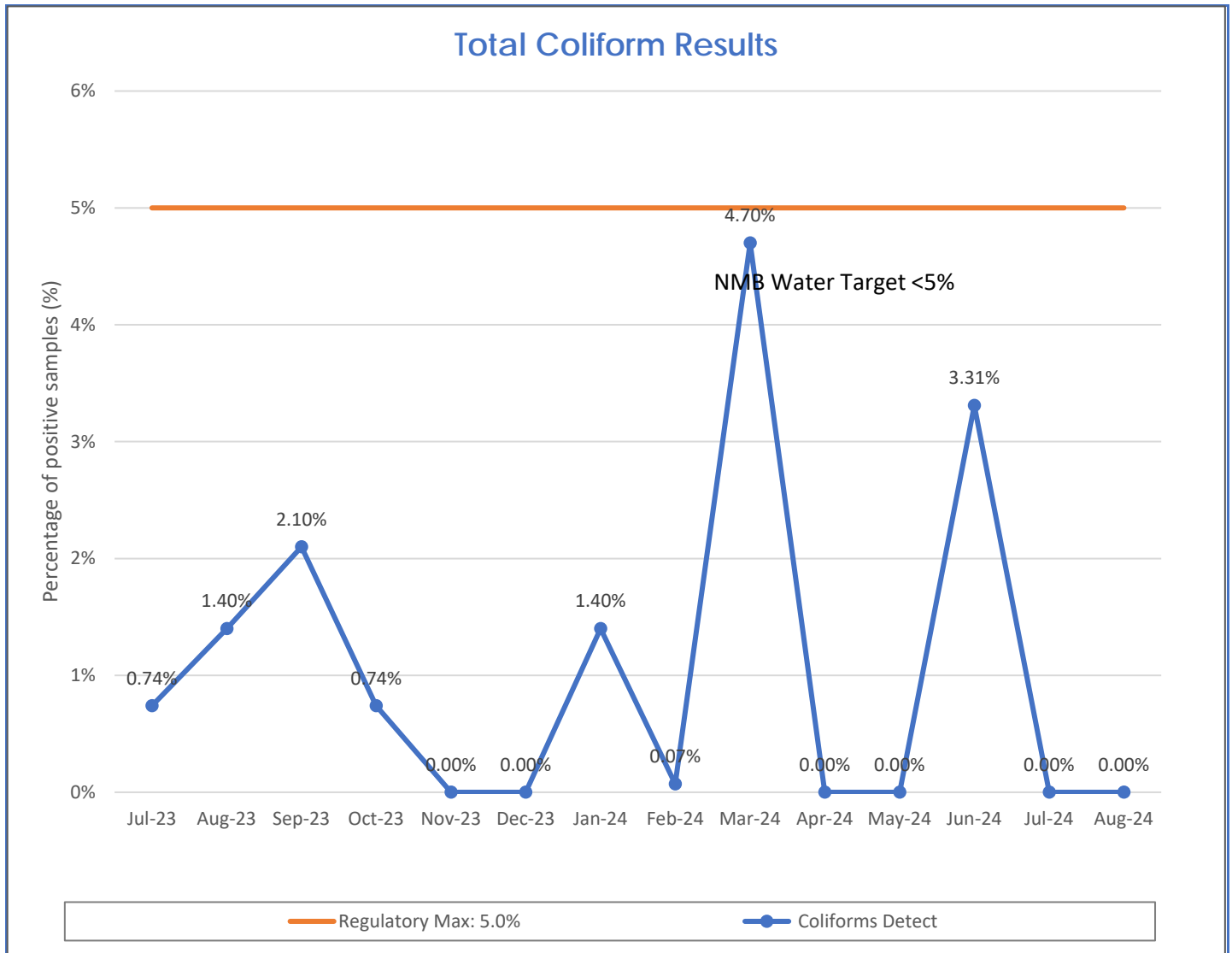
Water Quality Metrics

The water quality parameters provided in the table below indicate the WTP continues to meet all water quality standards.

Parameter	Limits	Average	Compliance
pH	8.75-9.2	9	✓
Turbidity	<1 NTU	0.23	✓
Color	<15 NTU	8	✓
Fluoride	0.6-4.0 mg/l	0.65	✓
Alkalinity	45-70 mg/l	52	✓
Hardness	55-90 mg/l as CaCO ₃	60	✓
Cl ₂ Residual – Norwood	3.8-4.0 mg/l	3.9	✓
Cl ₂ Residual – Golden Beach	min 0.6 – 4.0 mg/l	2.67	✓

Coliform and Chlorine Residual Results

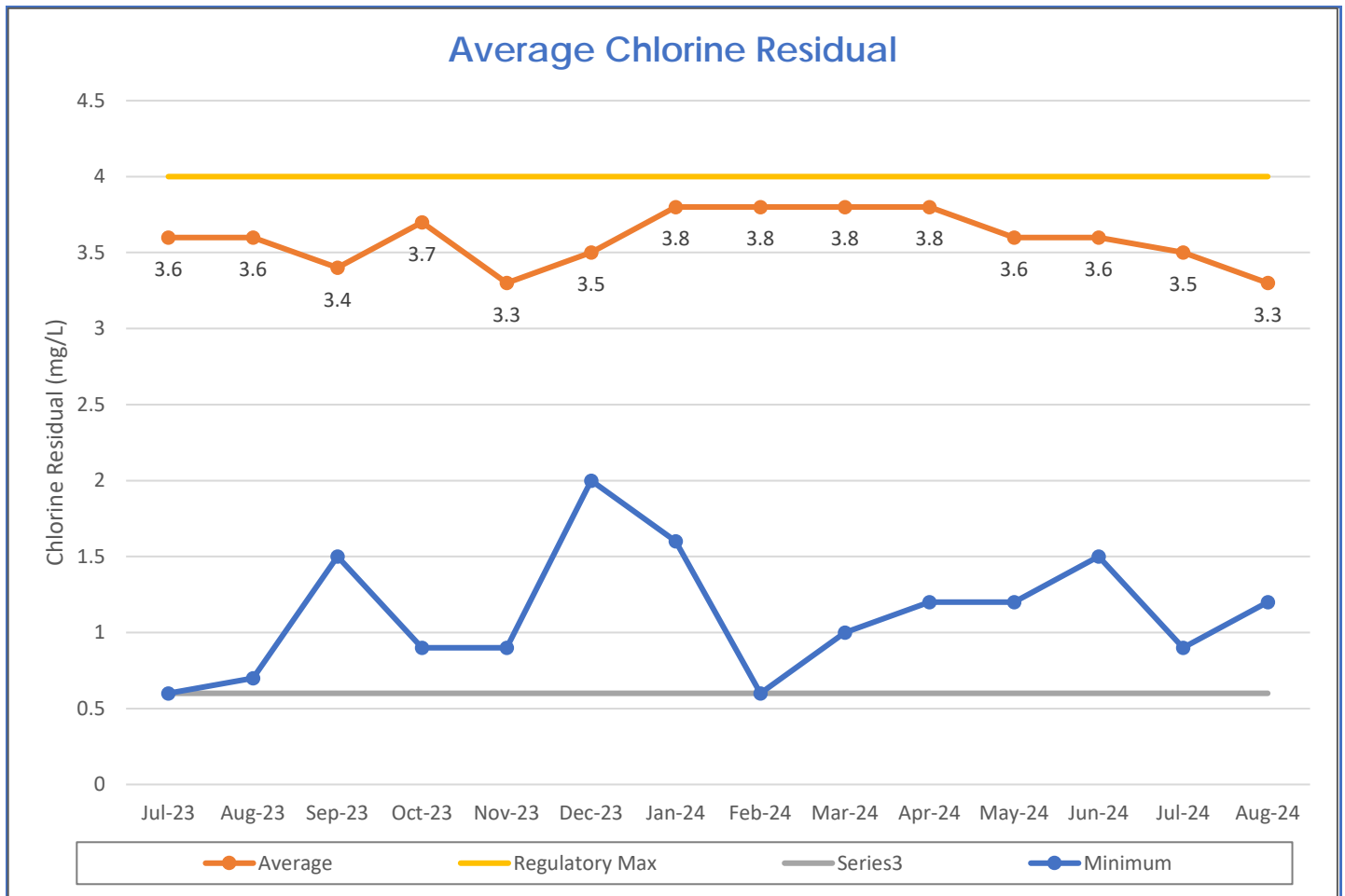
The results of the measurements show NMB Water continues to provide safe and potable water for the customers. Data is captured monthly from the revised total coliform rule report and chlorine residual submitted to the regulatory agency. The regulatory agency has determined the target.



Chlorine Residual Results

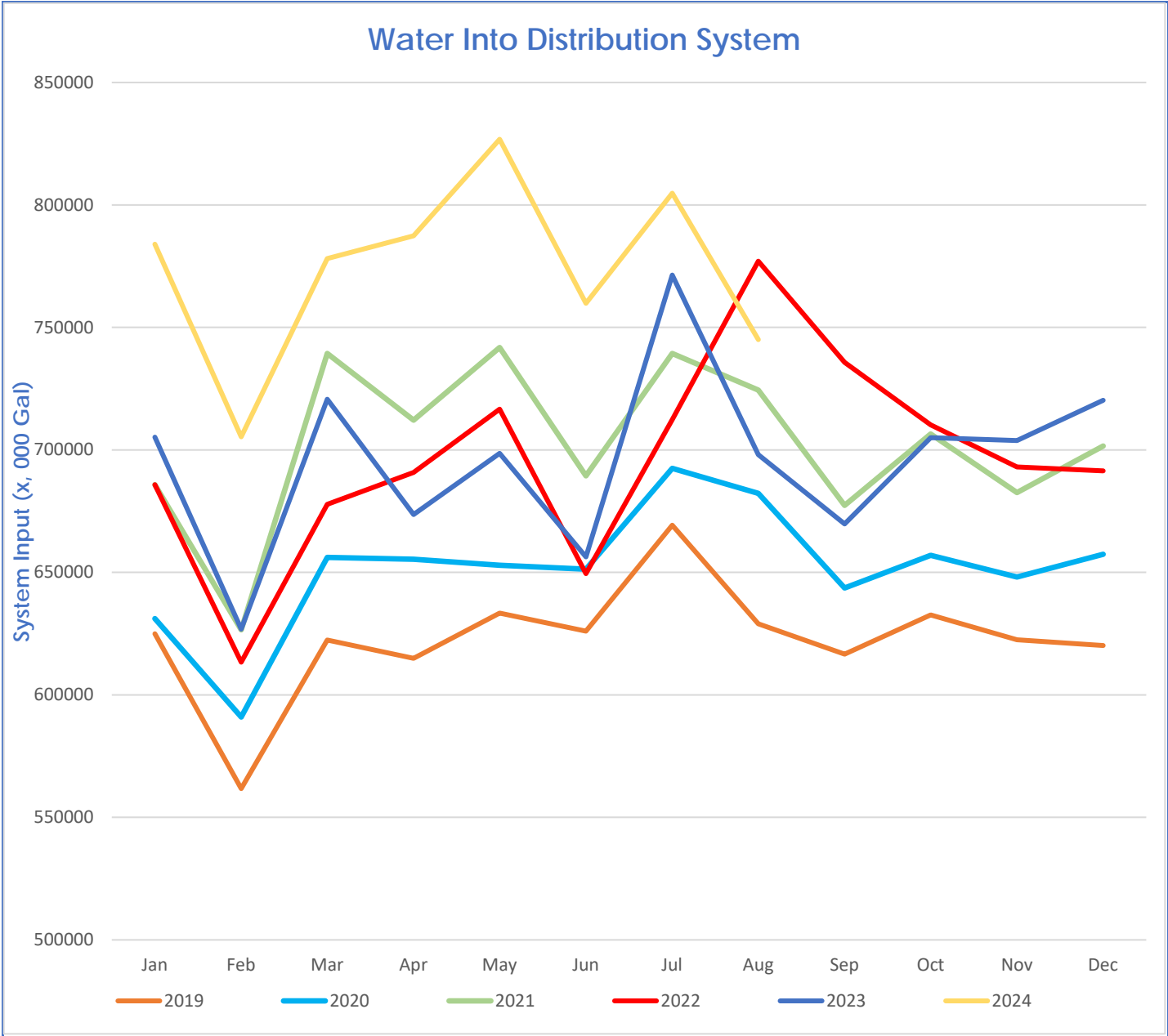
NMB Water collects a minimum of 134 water samples from within the water service area each month. While collecting samples to test for the indicator bacteria total coliforms, the lab technician checks and records the residual chlorine and pH at each location. The water sample collection locations are either at the hose bibs or sample stations.

This chart shows the average residual chlorine and the minimum residual chlorine data for the month. The regulatory maximum for residual chlorine in the water is 4.0 mg/L or 4.0 ppm (parts per million). The chart also shows the minimum residual chlorine level detected in water during the month. This data can be utilized to identify the areas that require consideration over time. Public water systems (PWS) are required to maintain a minimum of 0.6 mg/L of residual chlorine in the distribution system.



3. Norwood Water Treatment Plant Flows (904)

The chart below illustrates the amount of water produced since 2020. The Water Treatment Plant produced over 744 million gallons in August 2024.



Pending Challenges & Issues –

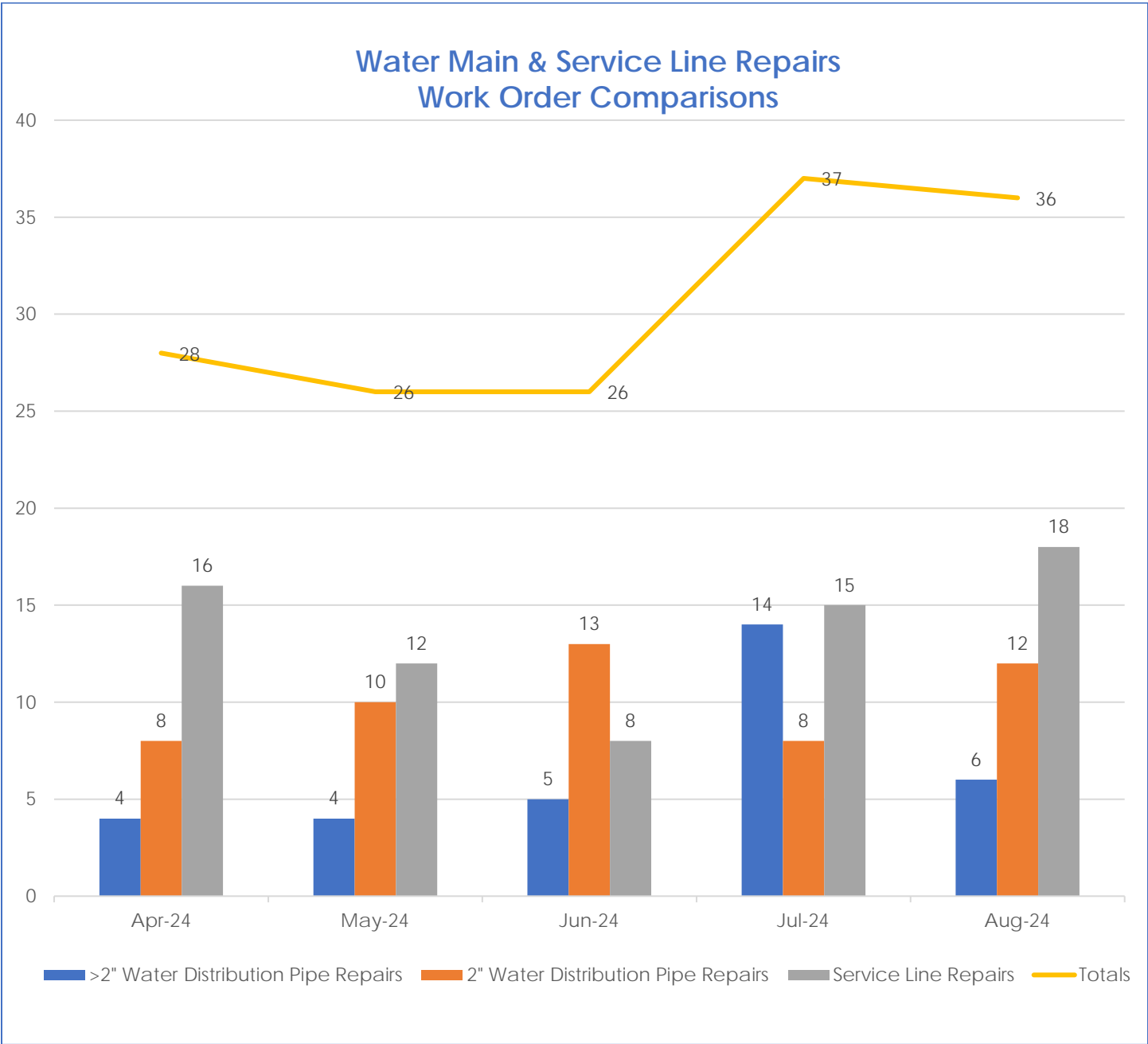
- Well #s 10, 13, 20, and 3F are temporarily out of service.
- Well 10 – The motor has been replaced but well will need to be cleaned with acid.
- Well 13 - The motor and pump have been replaced. Staff is working on replacing the damaged soft start and disinfecting to take a sample.
- Well 20 – The motor and pump have been replaced. However, they are not working. The well needs maintenance.
- Well 3F – The motor and pump have been replaced. Staff is waiting for the cable to be connected to disinfect and obtain a sample.
- Slaker # 2 is temporarily out of service.
- VOC Tower #1440 is leaking.
- Backwash tank #7134 is temporarily out of service. Purchase Order issued and waiting on completion of repair work.
- HSP 5312 – Motor was repaired. However, the pump is leaking from the bearings. Parts were ordered for needed repairs.
- HPP 2232 needs parts for repair.
- HPP 2235 – Mechanical noise needs to be investigated. HPP 2235 is on the schedule to have motor and pump removed and repaired.
- HPP 3231 – Mechanical noise needs to be investigated. It has been removed and transported to the contractor's shop for inspection.
- Transfer pump 1511 – Motor has been replaced by contractor.
- Transfer pump 4516 – Bearing noise at the motor, need to be removed by contractor.
- Concentrate pump 7033 – Parts from contractor need to be installed.
- Interstate Pump for Nano Skid #4 will be temporarily out of service due to broken A/C units.
- Switchgear 1 lost communications with SCADA.

Upcoming initiatives, Deliverables & Safety

- Get well #13 back in service.
- Remove the extra sludge from the Water Treatment Plant.
- There are no safety incidents to report.

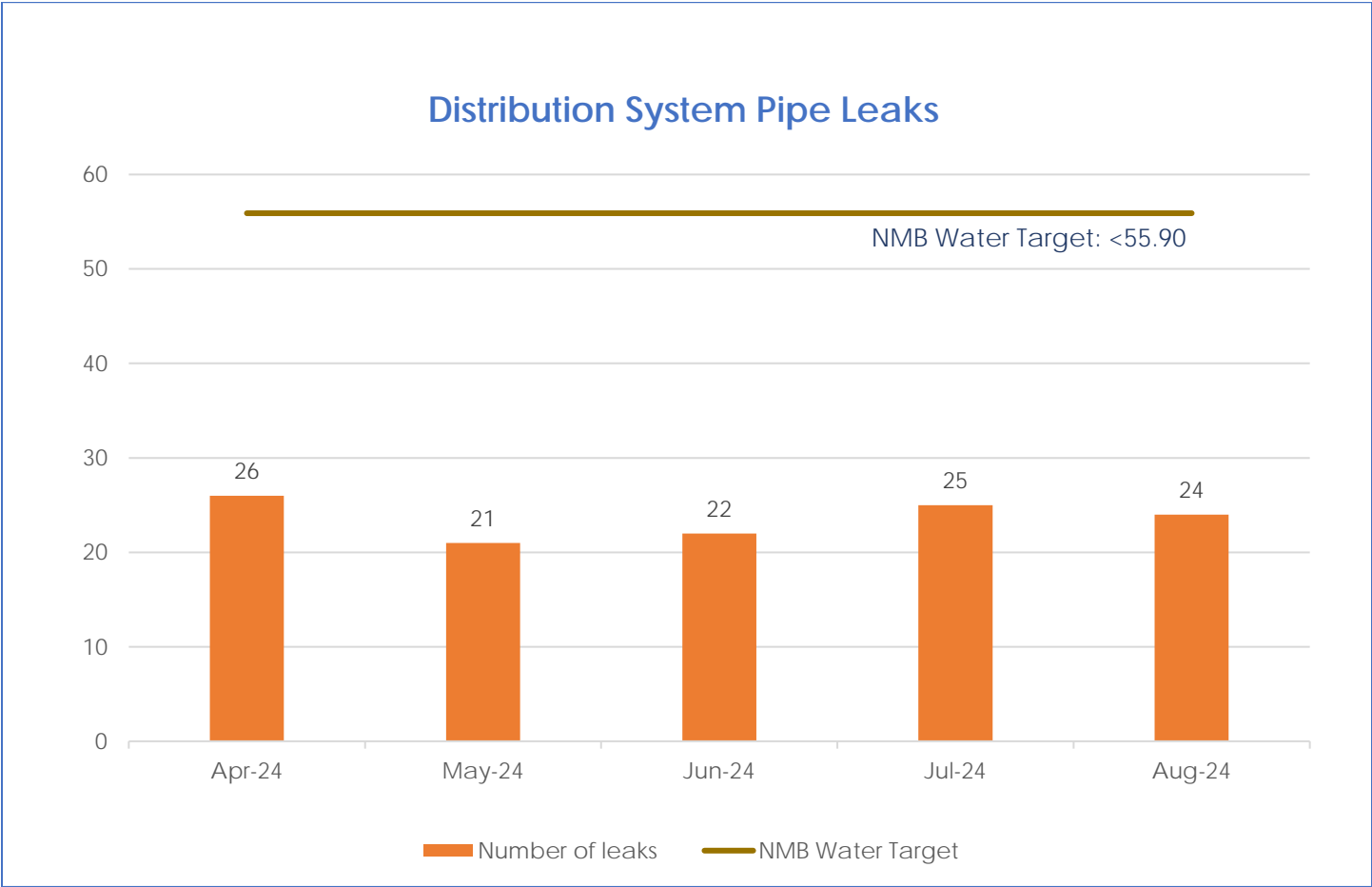
4. Water Distribution & Wastewater System Integrity (908)

NMB Water continues to assist with the F.D.O.T. relocation project by removing fire hydrants and installing and relocating water mains throughout the project area.



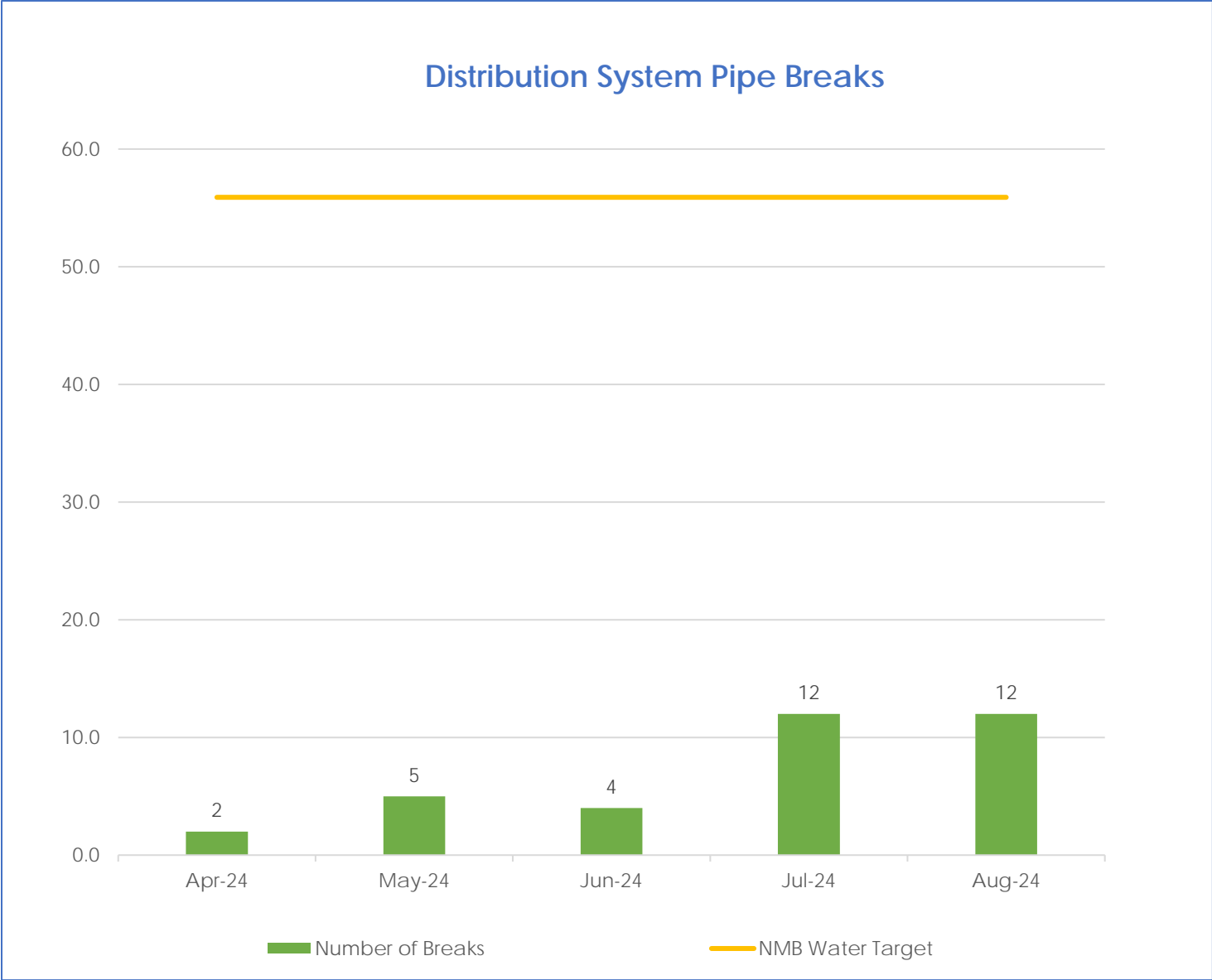
Pipe Leaks

This KPI quantifies the condition of a water distribution system, expressed as the monthly number of leaks per 100 miles of distribution piping. A leak refers to an opening in a distribution pipeline, valve, hydrant, appurtenance, or service connection that is continuously losing water. Our target goal is 55.90 leaks per 100 miles. Most leaks were on older galvanized service pipe which are 50 years plus old.



Pipe Breaks

A break means physical damage to a pipe, valve, hydrant, or other appurtenance that results in an abrupt loss of water. Our target goal is 55.90 leaks per 100 miles. Reported breaks were due to various contractors working throughout the distribution system.



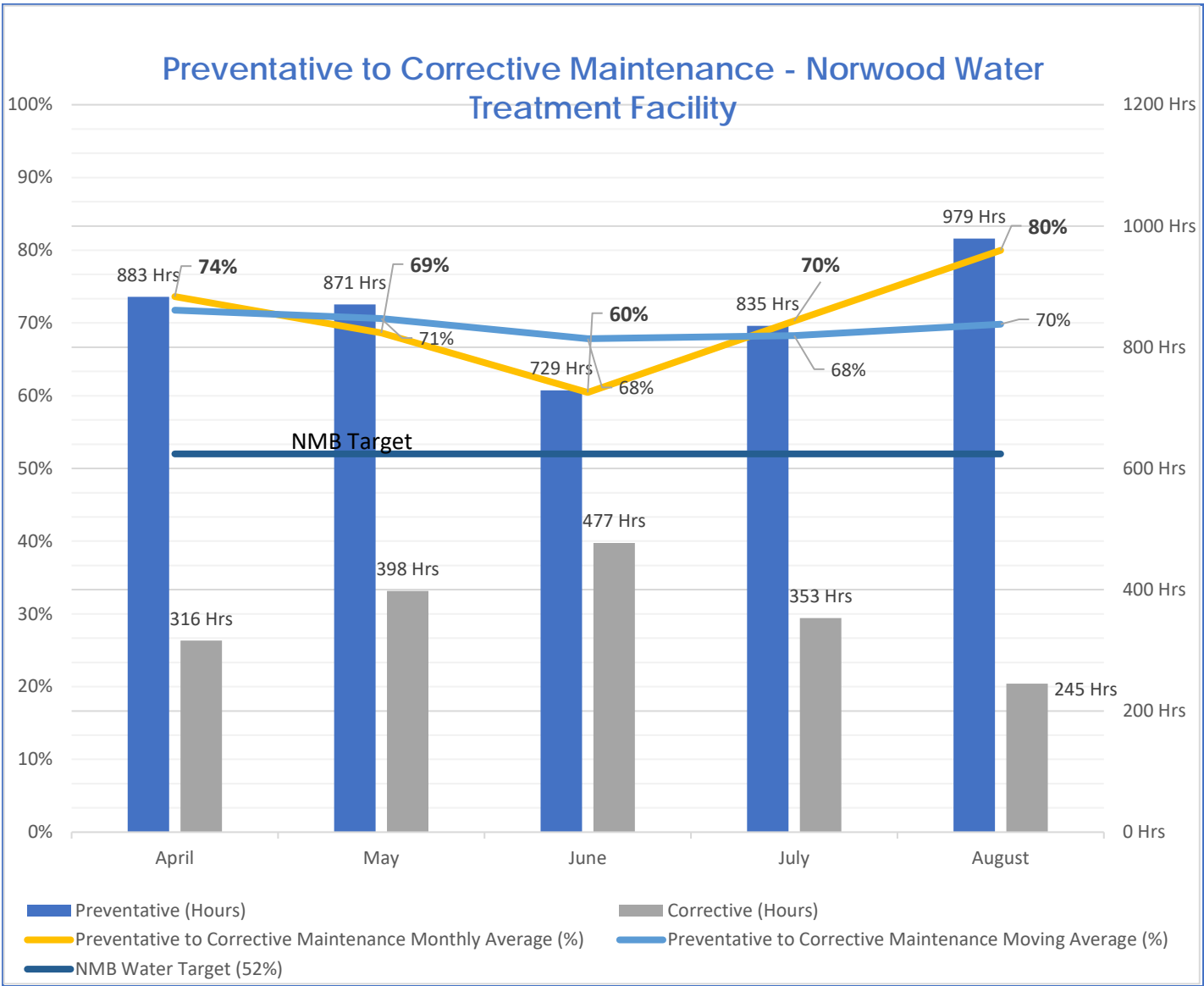
5. Water Distribution Maintenance (909)

Preventative to Corrective

There was a marked drop in preventative maintenance and corrective maintenance hours due to the holiday season as well as focused work on an issue involving SCADA panel 1 and the Ammonia System. The maintenance team has completed a total of 335 work orders, of which 234 were preventative and 59 were for corrective maintenance work to address immediate concerns.

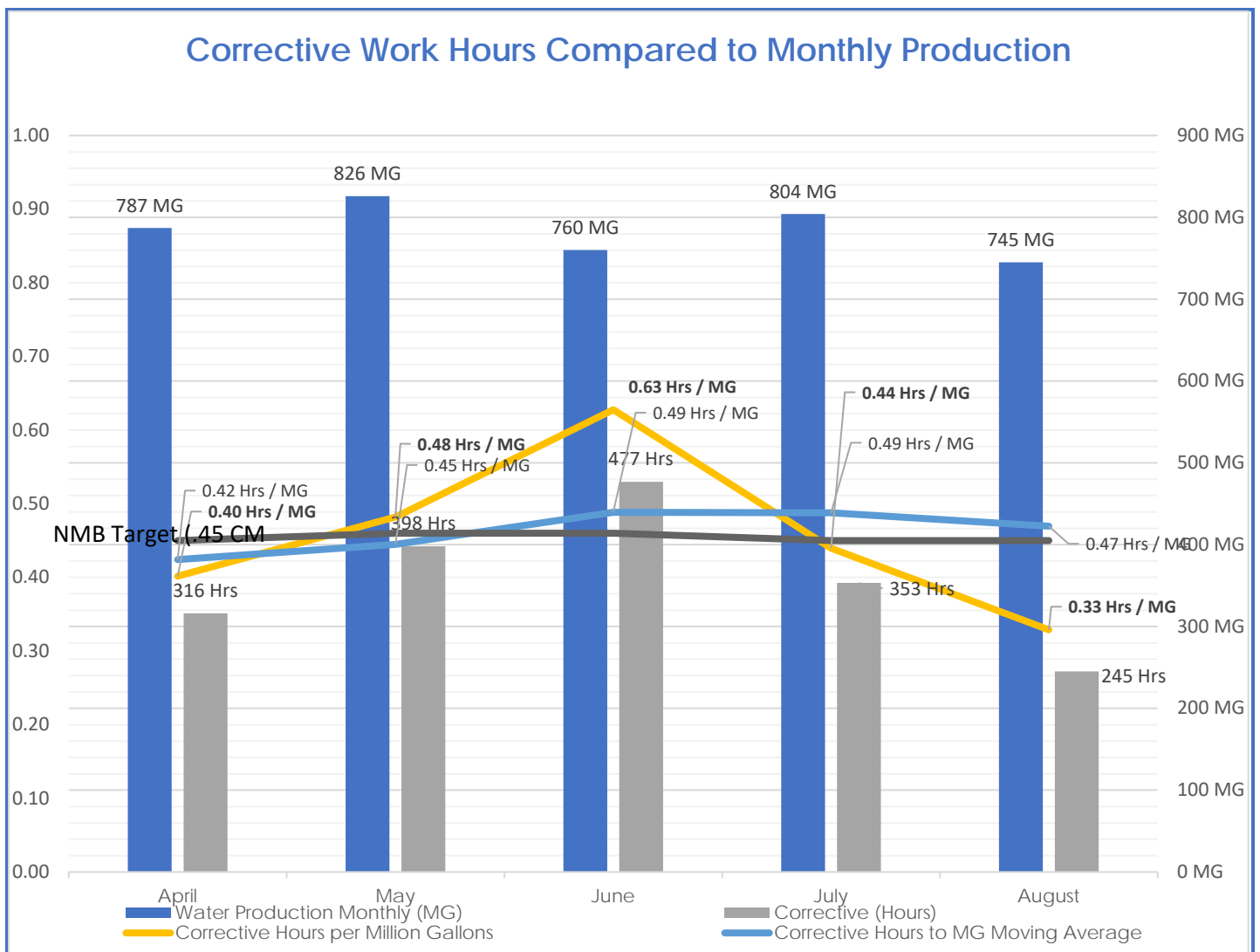
In general, the higher the orange line, the better the performance of the team. Also, we have included a moving average now in the report (blue line) to show the trend over a longer period. Ideally, we will be able to use this as our primary as it shows a more consistent progress.

This graph represents the percentage of preventative work hours when compared to corrective work hours. The team continues to exceed the target baseline of 52%.



Corrective to Production

This KPI quantifies the completion of Corrective Vertical Maintenance (CM) relative to the water production at the Norwood water treatment plant. The time for CM activities includes time spent repairing assets that have failed. This indicator is calculated using data obtained every month from maintenance records for the Norwood WTP stored in Maintenance Connection, and data collected from the flow meter of the combined finished flow. The lower the **orange line**, the better the performance of the team. This graph represents the ratio of corrective work hours per million gallons of water produced. The overall target is at .45 hours per Million Gallons.



Monthly Maintenance Overview:

Total Work Orders Completed:

172 Preventative

48 Corrective

20 Enhancement/Upgrades

Pending Challenges & issues: (Reference Water Production Manager's Monthly Report)

- Well 10, 13, 20 and 3F are temporarily out of service.
 - Well 10 requires rehabilitation due to poor flow rates.
 - On schedule for FY25 with contractor.
 - Well 20 was taken out of service due to High Amperage & Low Flow.
 - Inspection with the contractor revealed significant iron buildup on the pump & well. The system will require rehabilitation in FY25 with contractor.
 - Due to proximity to Wells 19 and 21, it will be recommended that Wells 19 and 21 also undergo the same treatment in FY25.
 - Well 13 has a communication card issue and is being tested.
 - Well 3F was connected and ready for operational status.
 - Well 3F suffered a short after initial testing, and the motor is now dead.
 - Contractors will not warranty equipment. Estimated to be replaced in FY25.
- Slaker #2 is temporarily out of service.
 - Slaker #2 is currently in a mothball condition and undergoing redesign and rebuild on a lower priority schedule. All fabrication, construction, designs, modifications, upgrades, and enhancements are being performed in-house.
 - Upgrades.
 - Upgraded Transfer Pump.

- New Transfer Tank Design.
- New Piping, with Flushing Ports.
- New valves and Flow Controls.
- Additional Piping Supports.
- Enhanced Lighting.

- VOC Tower #1440 Leaking.
 - Pending parts arrival from the Warehouse.

- Backwash Tank 7134
 - Pending Painting from the contractor.
 - Pending Replacement Submersible Pump from Contractor. \
 - Installation to be performed by 909.

- Backwash Tank 7133
 - Tank returned to service.

- High Service Pump 5312.
 - Mechanical Seal is leaking. Parts have been ordered.
 - Parts arrived late September. It is scheduled to be replaced.

- High Pressure Pump 2232.
 - VFD Failure. Pending component arrival for replacement.

- High Pressure Pump 2235.
 - Mechanical Bearing Noise. Equipment placed on temporarily out of service status, but usable in emergency situations.
 - On schedule to be replaced after Transfer Pump #s 4516 4511.

- High Pressure Pump 3231.
 - In service.

- Transfer Pump 1511.
 - Motor damaged due to age. Pending motor replacement.
 - Modified designs are being devised to perform removal and installation of motor in-house.
- Transfer Pump 4512.
 - Equipment is operational; however, the Check Valve has a substantial leak. Pending component arrival for installation. Temporary installation fix to quell leak was fabricated. This, however, is not a permanent solution.
- Transfer Pump 4516.
 - Placed on TOS due to extreme bearing damage. Scheduled for repair in FY25.
- Concentrate Pump 7033.
 - Concentrate Pump 7033 has a failing VFD. New VFD arrived, pending installation.
- Interstate Booster Pumps 1, 2, 3, and 4.
 - Pending modification to VFD units to bypass AC requirements with heat exchanger.
 - If functional will save approximately \$25K from the purchase of new AC units.
 -
- Switchgear #1 Lost Comms.
 - Switchgear #1 has partial communication loss with SCADA. System is operational and pending further troubleshooting for repair.

Task Updates:

- I. Safety Walkthrough.
 - a. Human Resources and Risk Management are working with the facility to overhaul the Safety Program at the Facility.
 - b. Safety Committee to be developed for walkthroughs.

Project Updates:

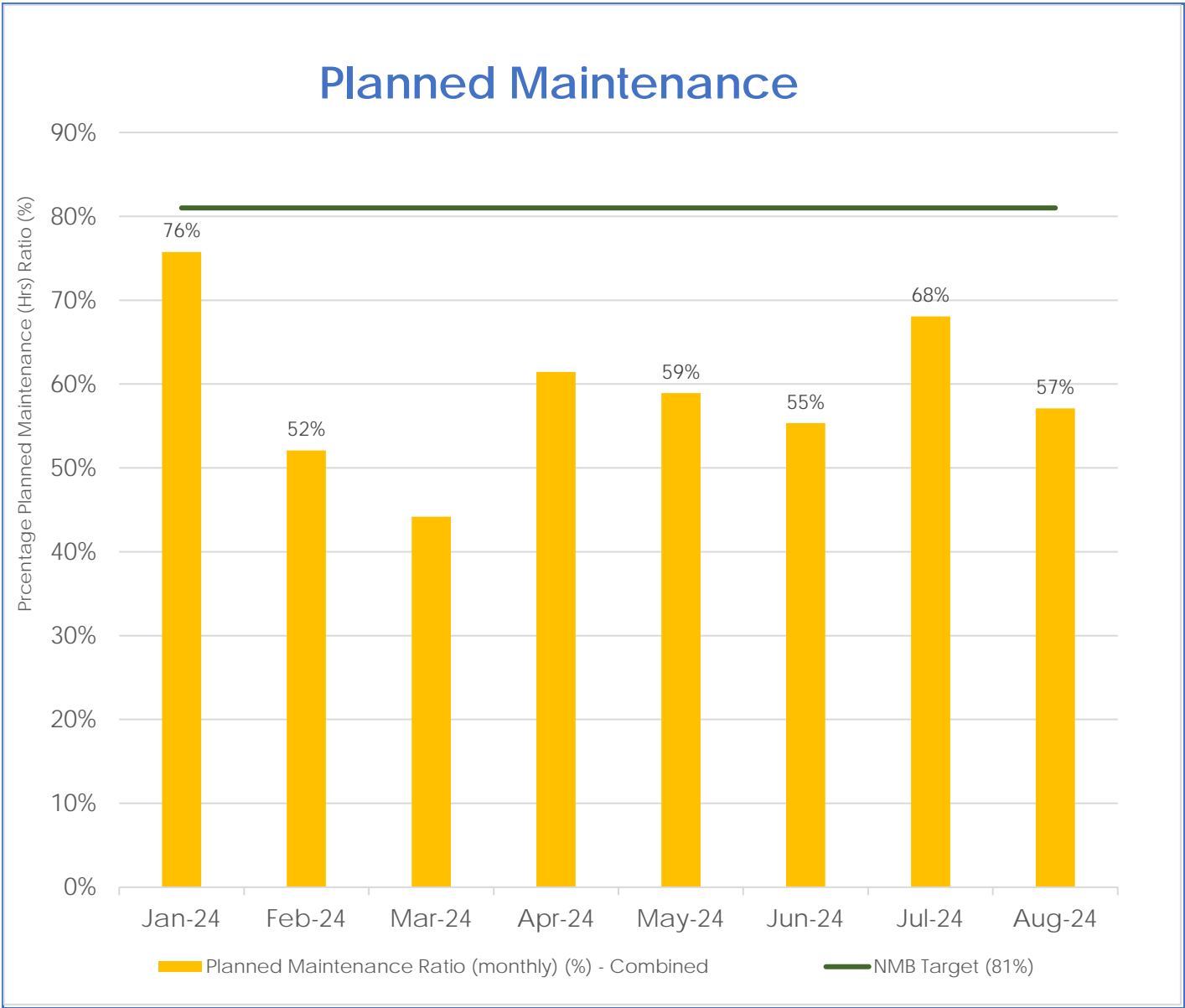
- I. Fluoride Room Upgrade.
 - a. Fluoride Room Upgrade is near functionally complete.
 - i. Pipe upgraded.
 - ii. Valve upgraded.
 - iii. Support upgraded.
 - iv. Addition of Flow Meter complete.
 - v. Removal of Old Equipment/Conduit complete.
 - vi. Painting of interior room complete.
 - vii. Following work pending:
 1. Painting Exterior (FY25)
 2. Labeling of Piping (FY25)
 3. Safety Measure for Pumps (FY25)
 4. New PPE (FY25)
- II. Anti-Scalant Upgrade.
 - a. Functionally Complete.
 - i. Piping upgraded.
 - ii. Valves upgraded.

- iii. New pump installed.
- iv. Automatic shut-off logic installed.
- v. Manual bypass system installed.
- vi. Following work pending:
 - 1. Labeling of piping (FY25)
 - 2. Pump visual addition to SCADA.

6. Wastewater Collection Maintenance (910)

Planned Maintenance

NMB Water is focused on wellfield protection maintenance needed as identified in the SSES report and continue working on FDOT relocations in Miami Gardens. Crews also continue to handle customer service requests and emergency repairs.

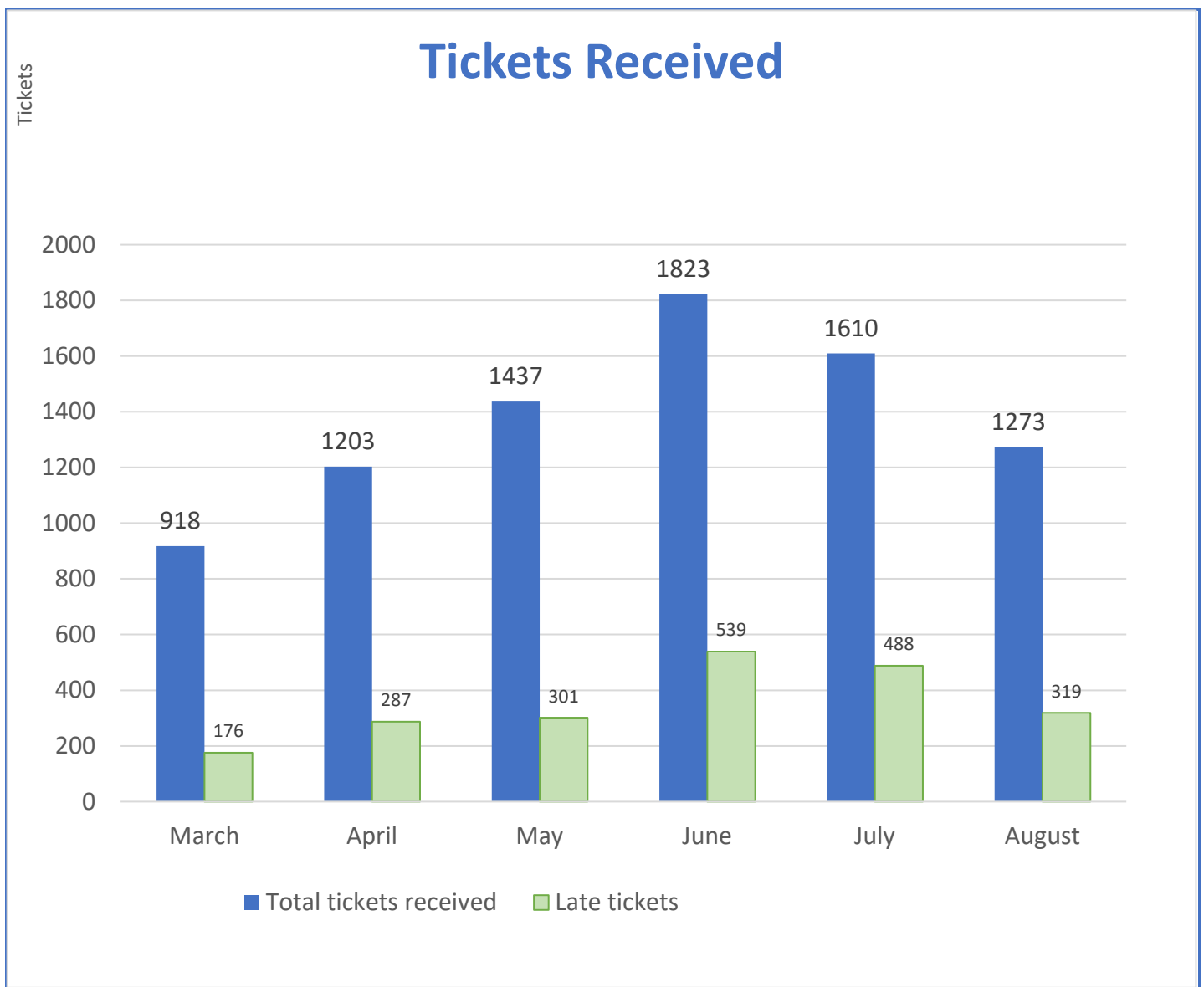


7. Infrastructure Coordination (912)

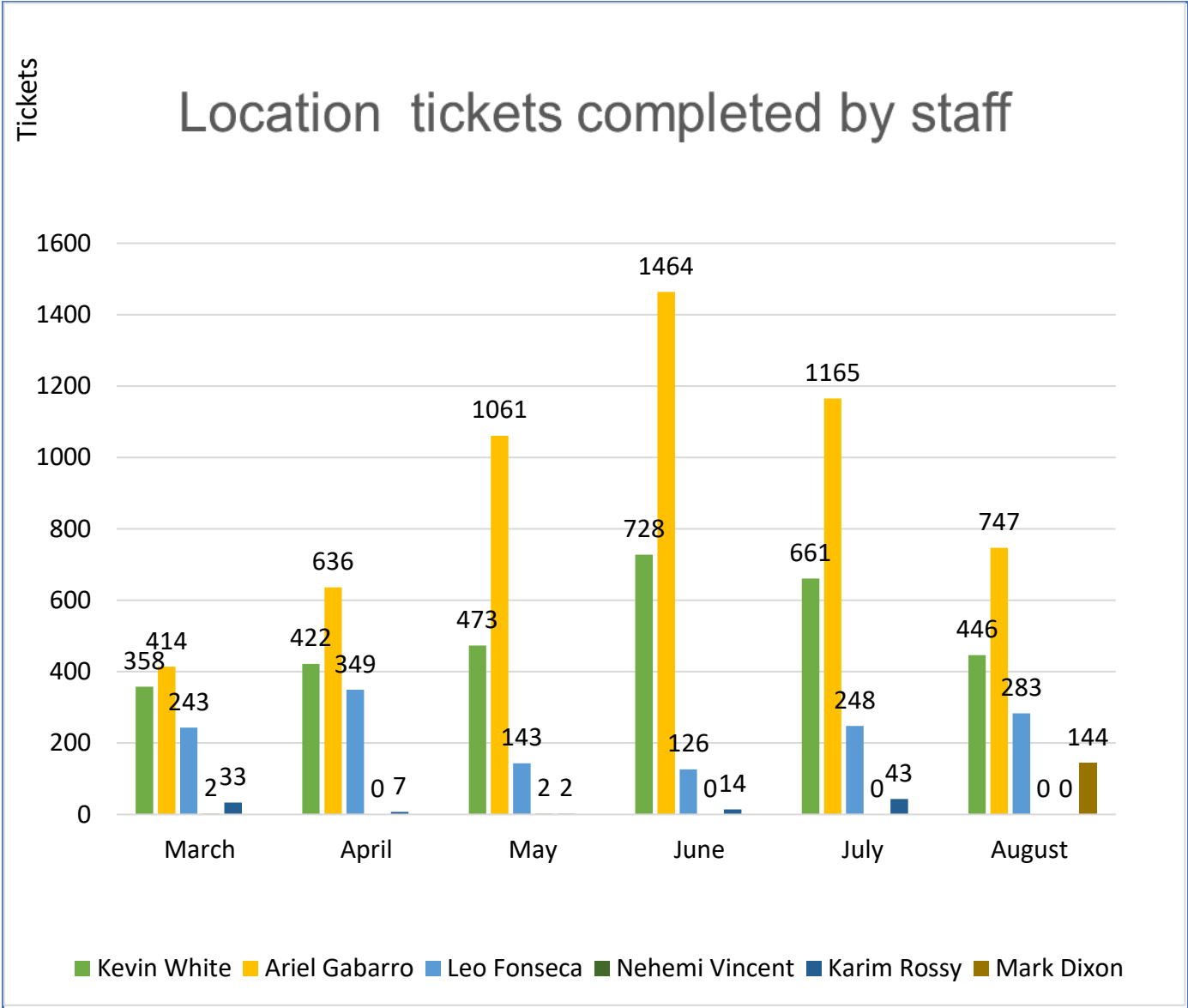
Location Tickets

NMB Water is mandated by Florida Statute Chapter 556 to respond to the Sunshine 811 locate ticket within two full business days from receipt. That is our goal.

Note: we have seen these past couple of years an influx of construction in the service area and have had upwards of 100 new tickets a day and backlogs of close to 500 tickets. Currently, the team has two full-time locators and three additional staff, including inspectors and an infrastructure manager, that help as needed to protect NMB Water infrastructure. The current backlog is between 200-300 tickets daily.

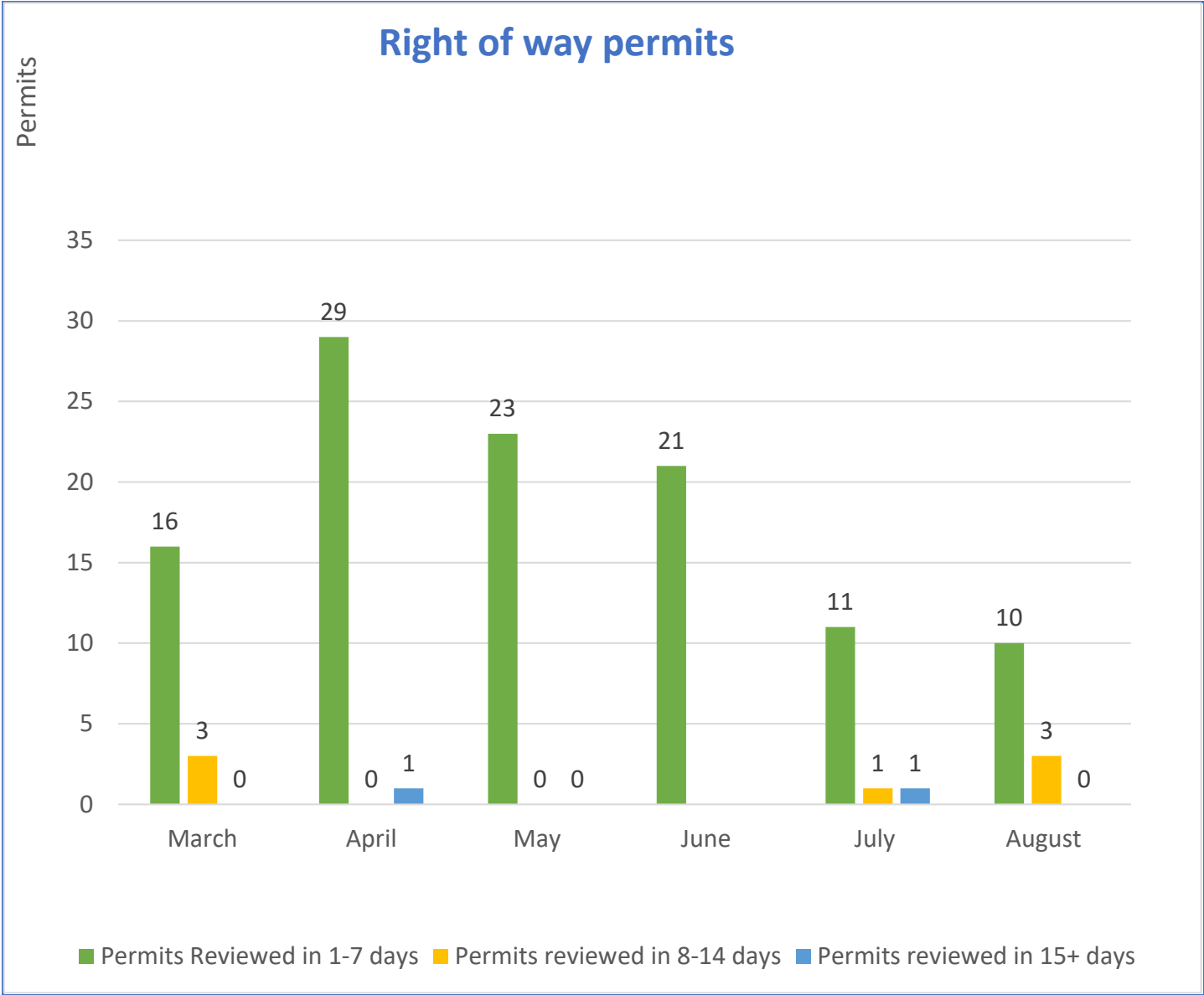


The Engineering and Infrastructure Division currently has two full-time locators. Staff has tried to keep up with the workload by assisting however they can. To deal with the high volume of work, they are in the process of hiring a new (third) locator to alleviate this need.



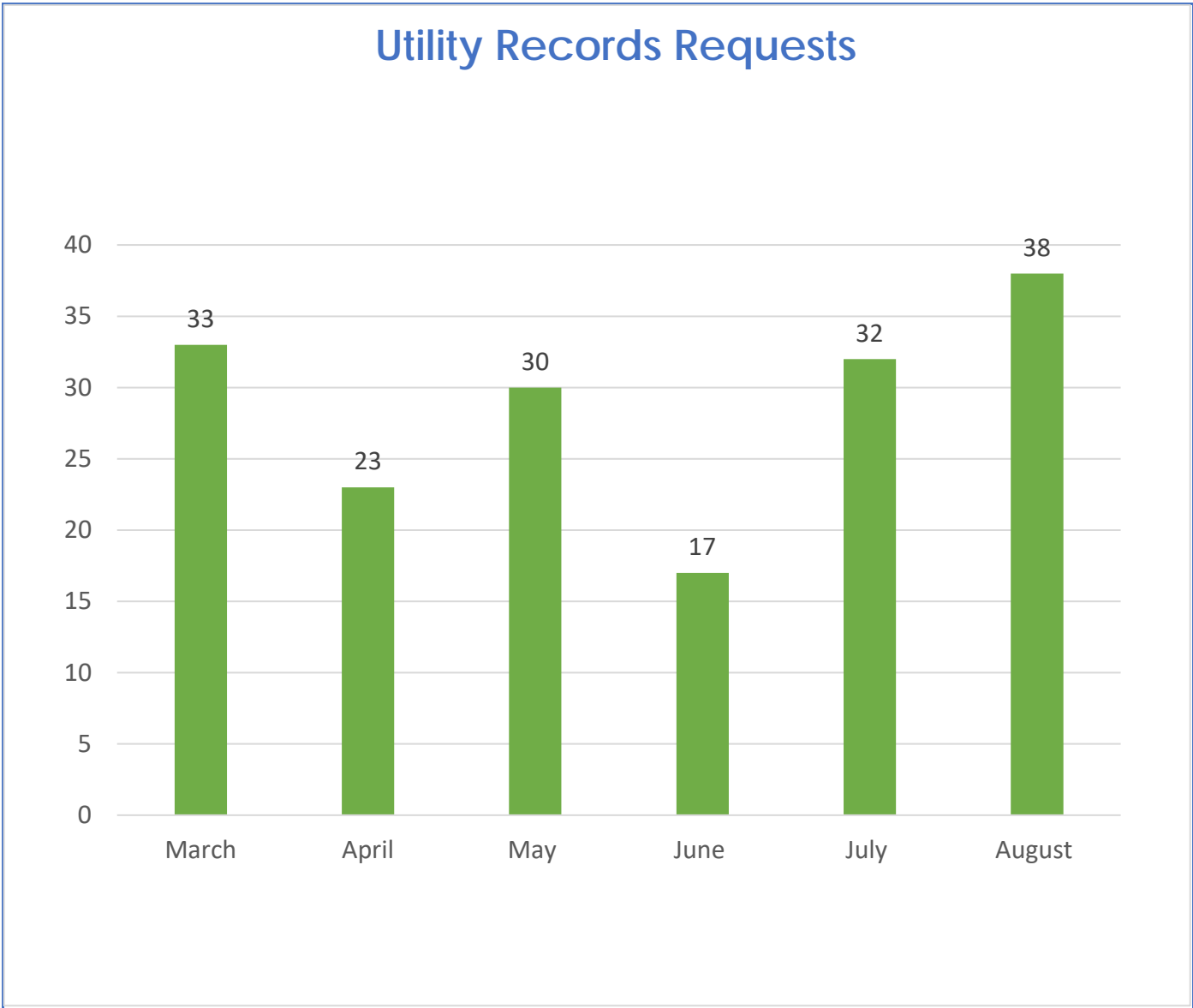
Right-of-Way Permits

The Engineering and Infrastructure division receives Public Works Engineering Permits (Right of way) permits to review for compliance with our water and sewer requirements. Our goal is to turn them around within a week of receipt.



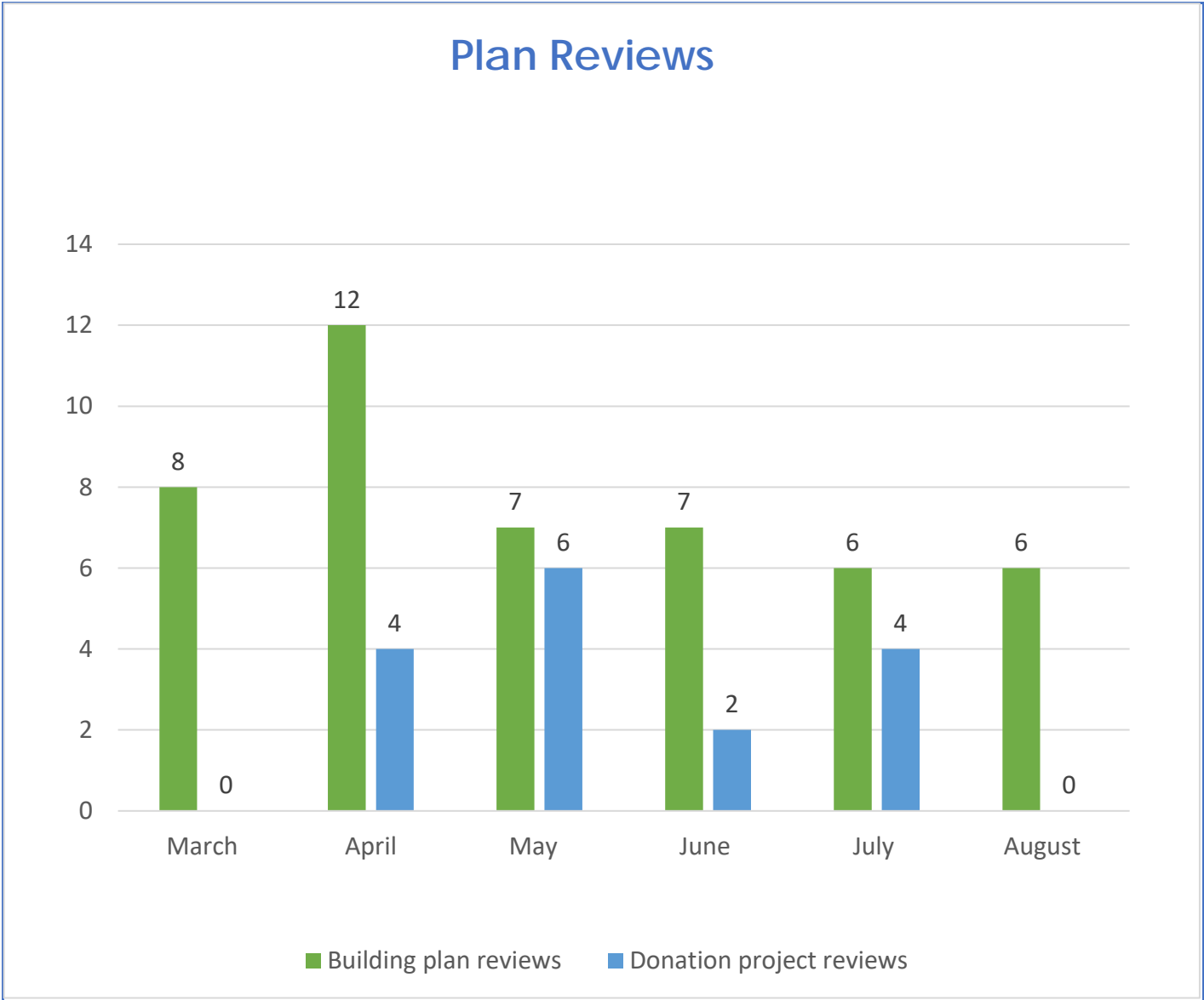
Utility Records Requests

The Engineering and Infrastructure division receives Utility Records requests from consultants designing developer driven projects as well as other utility consultants doing work in the right of way. They need to show what else is in the right of way near their project to avoid conflicts or simply to connect to our utility lines. This provides another layer of damage prevention. The goal is to turn these requests around within 5 business days and usually do. Record requests include GIS and related documents such as scanned as-builts. Occasionally, we receive requests from public records requests from the City Clerk office.



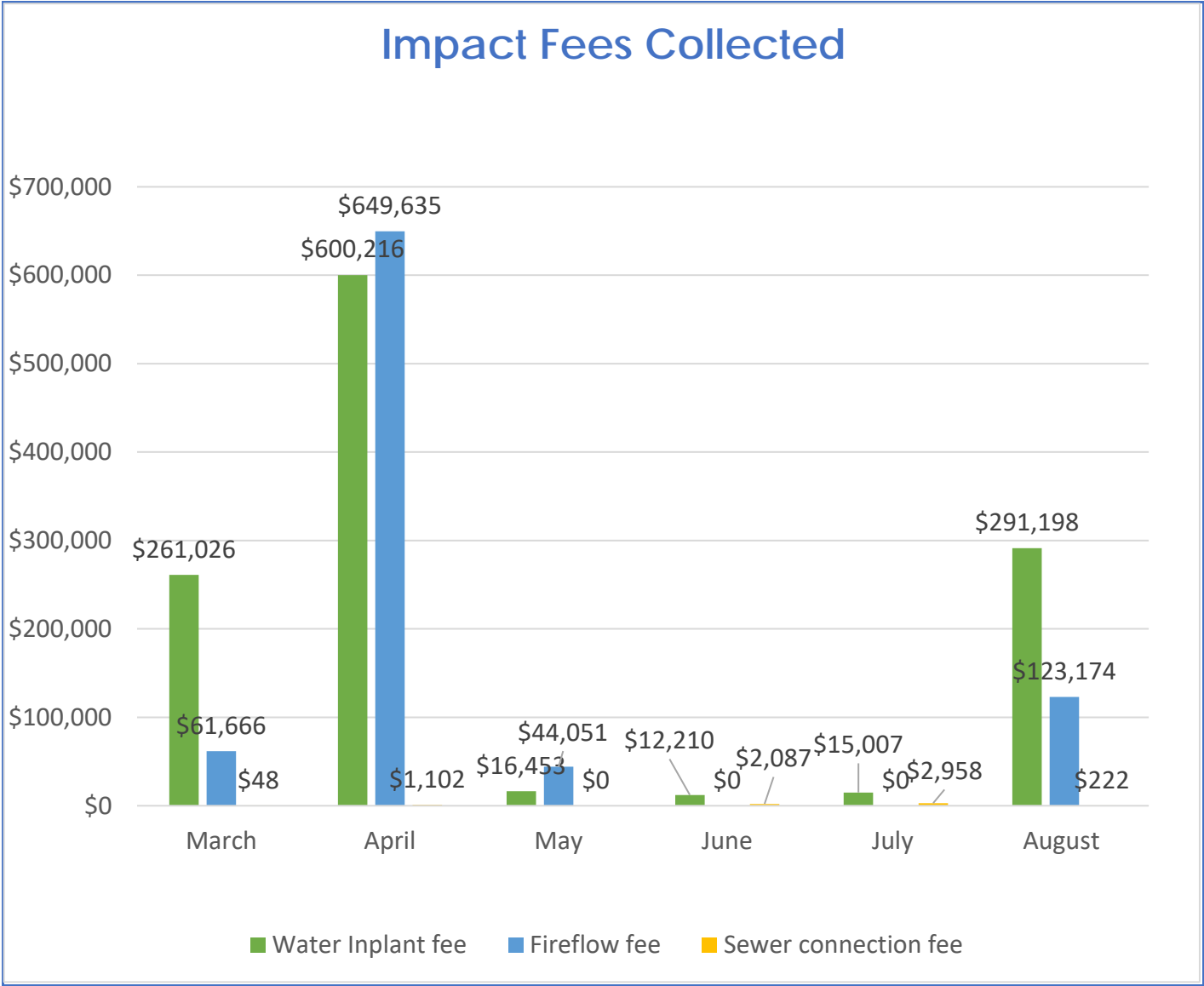
Plan Reviews

The Engineering and Infrastructure division reviews building plans for assessment of water and sewer connection and Fire flow fees. They also review developer driven donation projects for water actual connections to our system. This type of review can be time consuming and sometimes requires a lot of back-and-forth interaction.



Impact Fees Collected

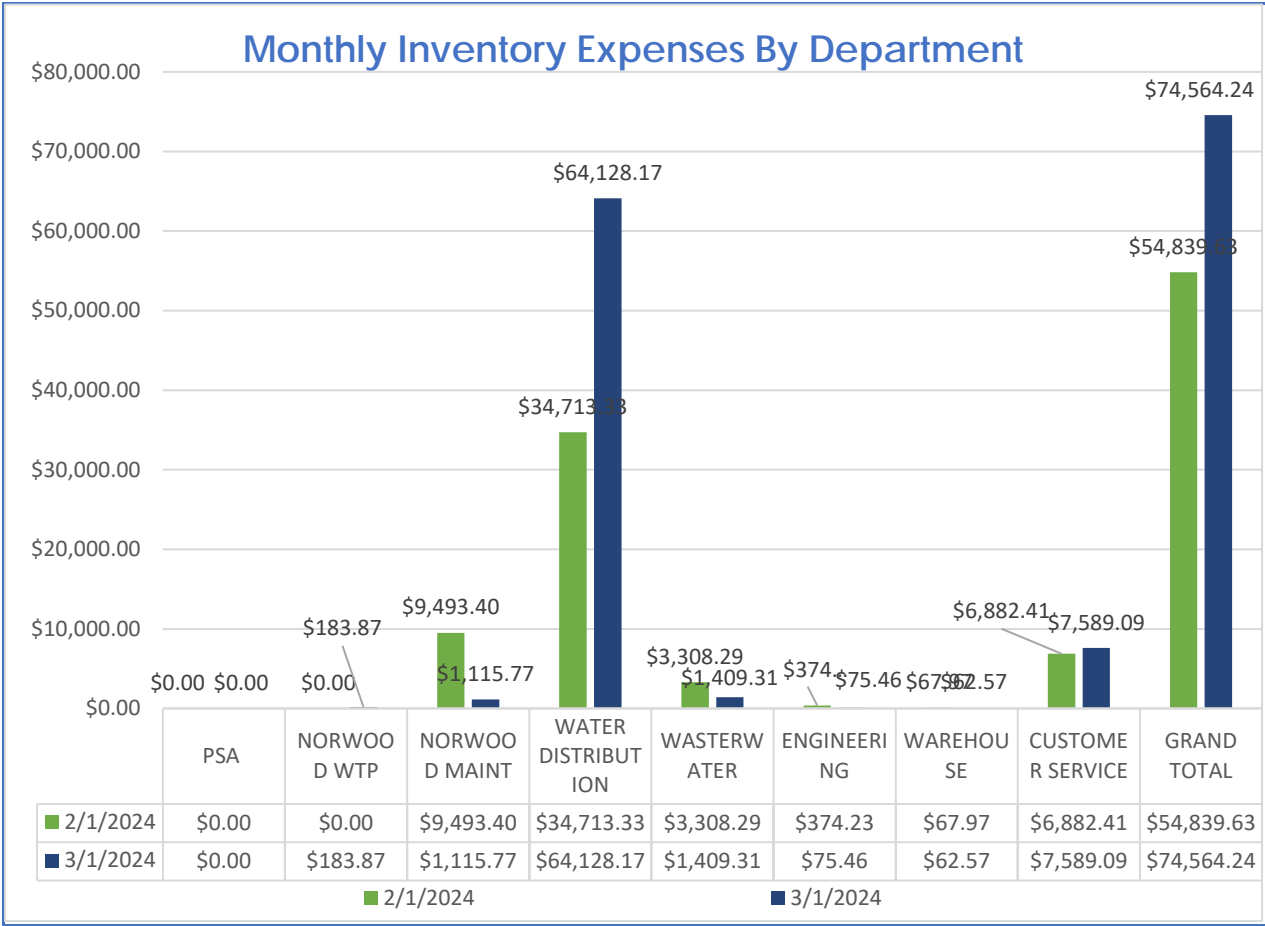
The Engineering and Infrastructure division reviews building plans for assessment of sewer connection and fire flow fees. The amounts collected are based on regional growth at the present time and not an indicator of our performance. The amounts collected are based on regional growth at the present time and not an indicator of our performance.



8. Warehouse

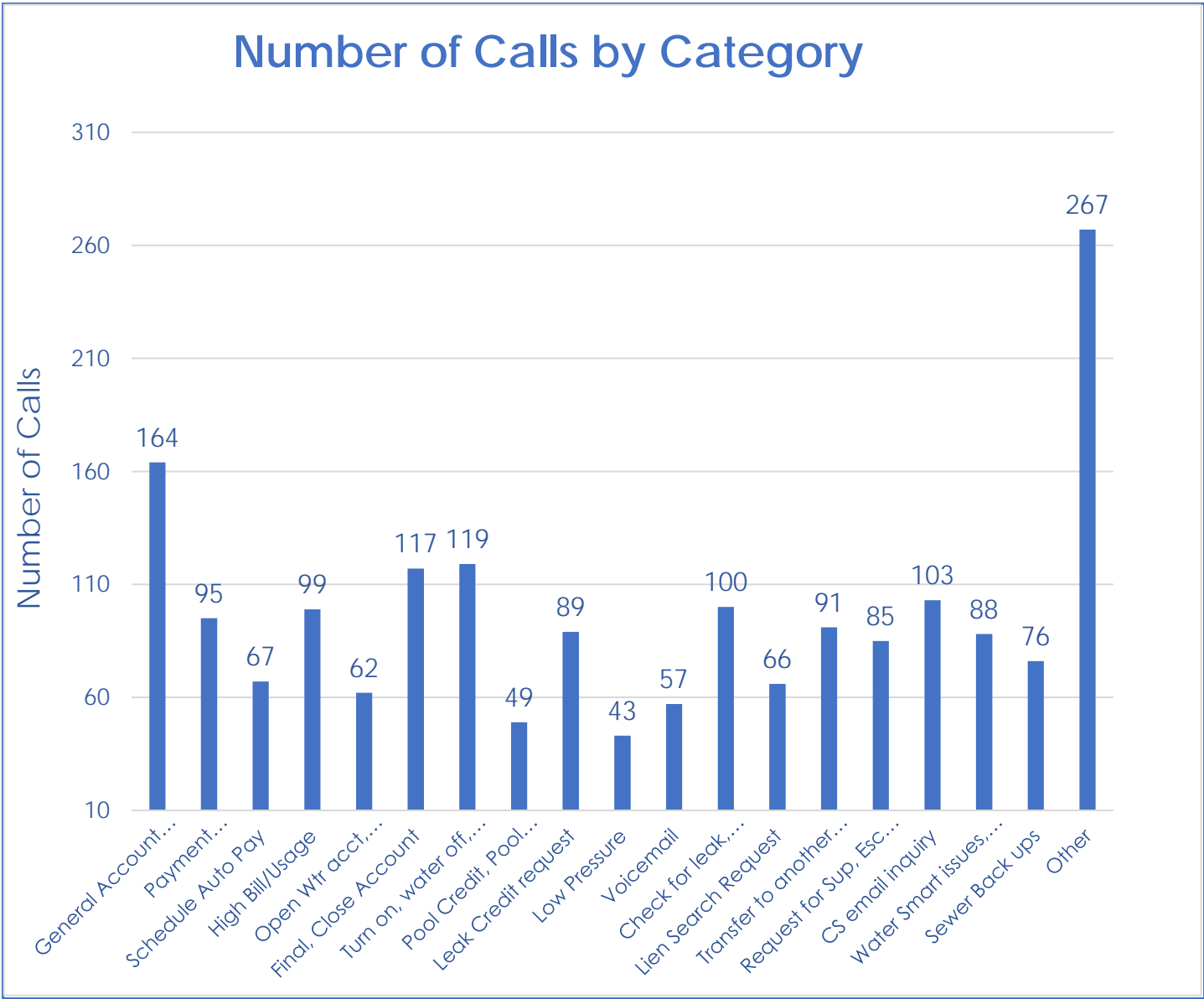
The Operation Center Warehouse is located at: 2101 NE 159th Street and is part of the NMB Water Division. The warehouse is comprised of approximately 4,000 square feet of covered space and 1,000 square feet of open space (Phase II).

At this time, we do not have the proper information, but we continue to work with staff to provide viable information for the next report.



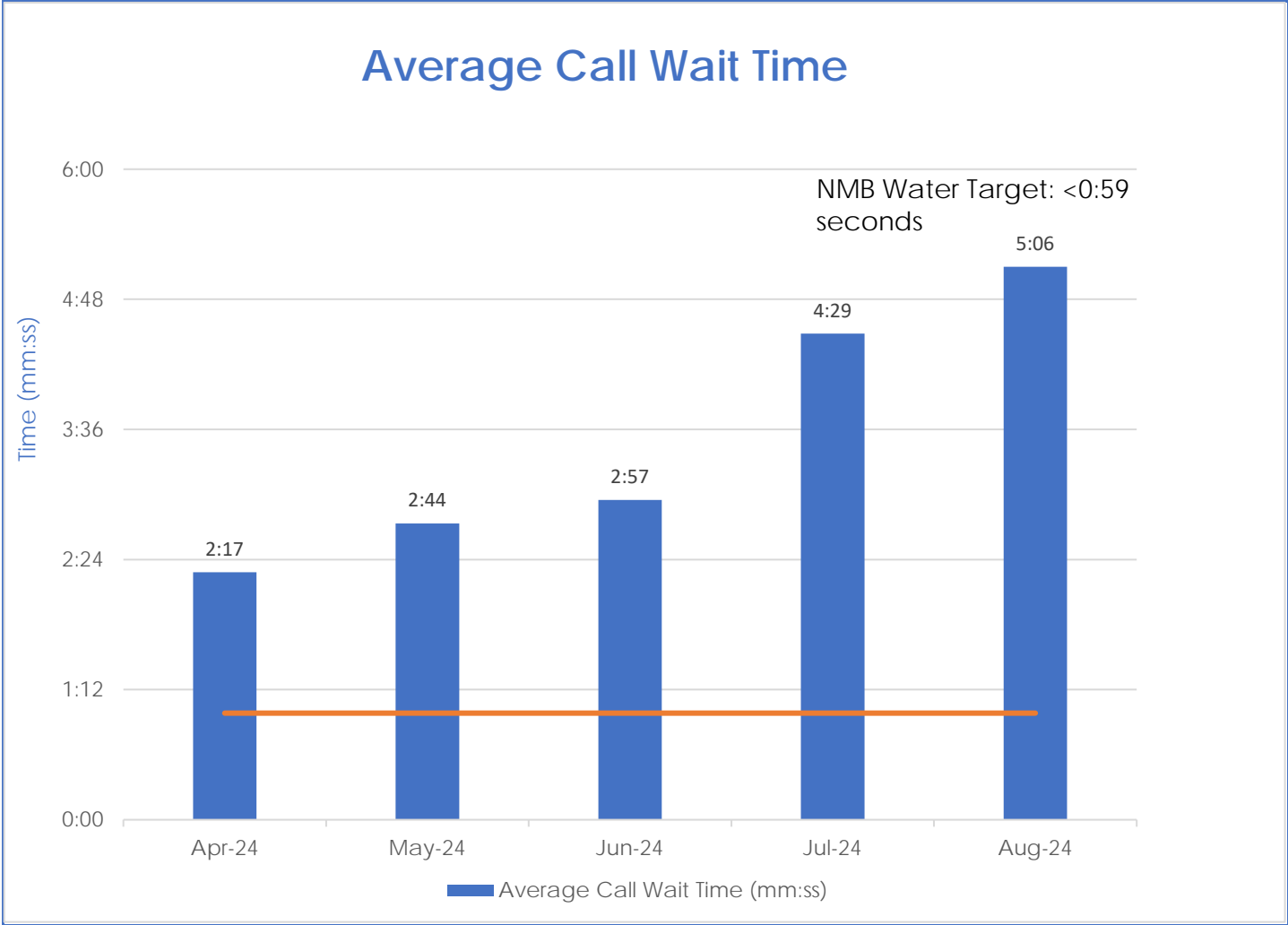
9. Customer Service (916)

Customer Service (CS) provides services for meter reading, Itron and Invoice Cloud management, billing, money-collection, and call center to approximately 34,950 customer accounts. A total of 1,853 calls were received during this reporting period. A total of 1,837 calls were answered in which the average hold time per call was 1 minute and 55 seconds. The chart below shows the number of calls per category recorded for the month of August 2024. Category labeled "other" includes late fee waivers, estimated bill, meter and sanitation inquiries. (Note: Not all the calls were categorized)



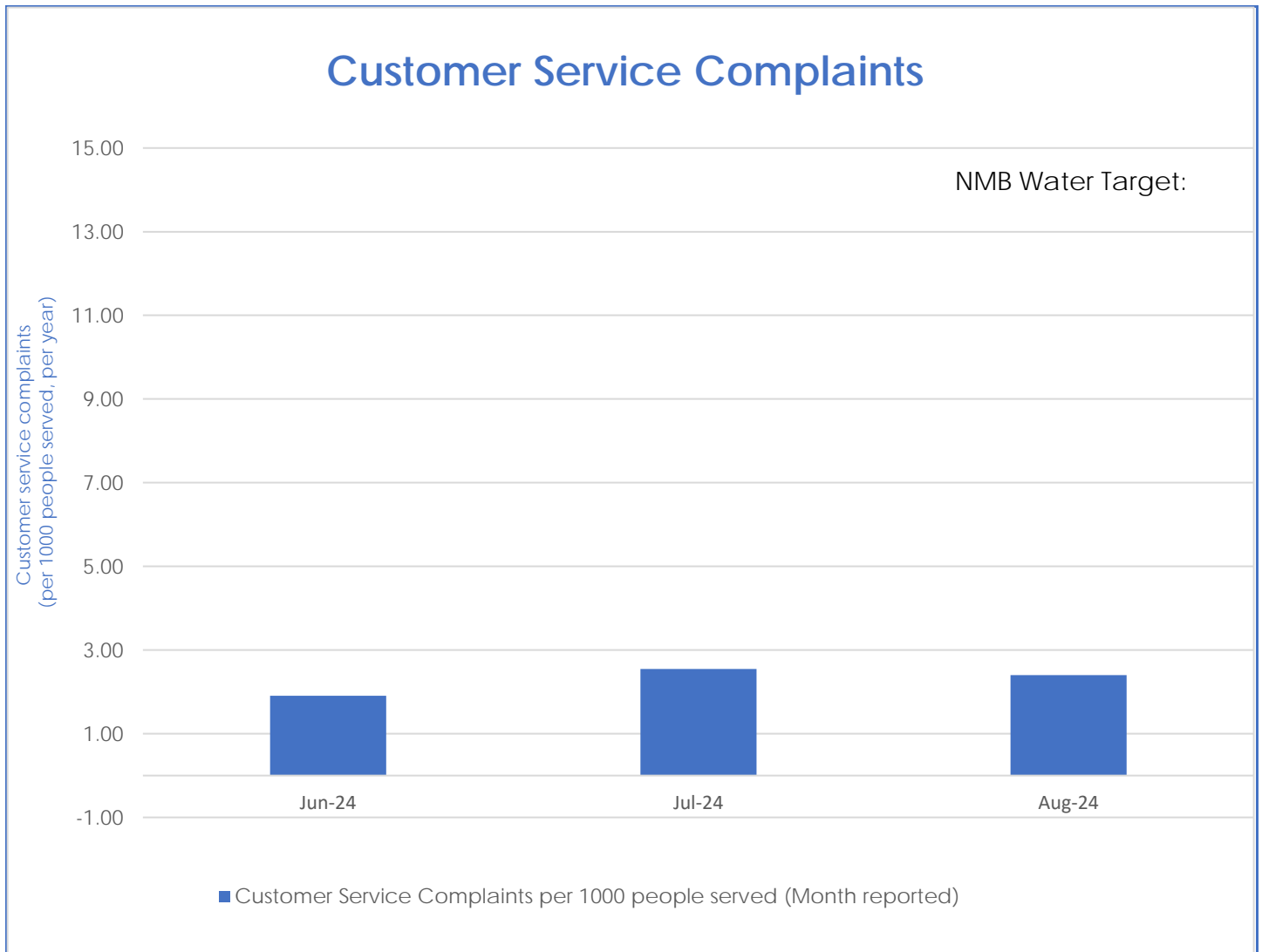
Average Call Wait Time

Average call wait time is the amount of time an inbound call spends waiting in queue or for a callback, also known as the average speed of answer. The traditional wait time for a call uses the wait time of <0:59 seconds. Staff saw a slight increase in average call wait time due to reduced staffing levels during the month of August.



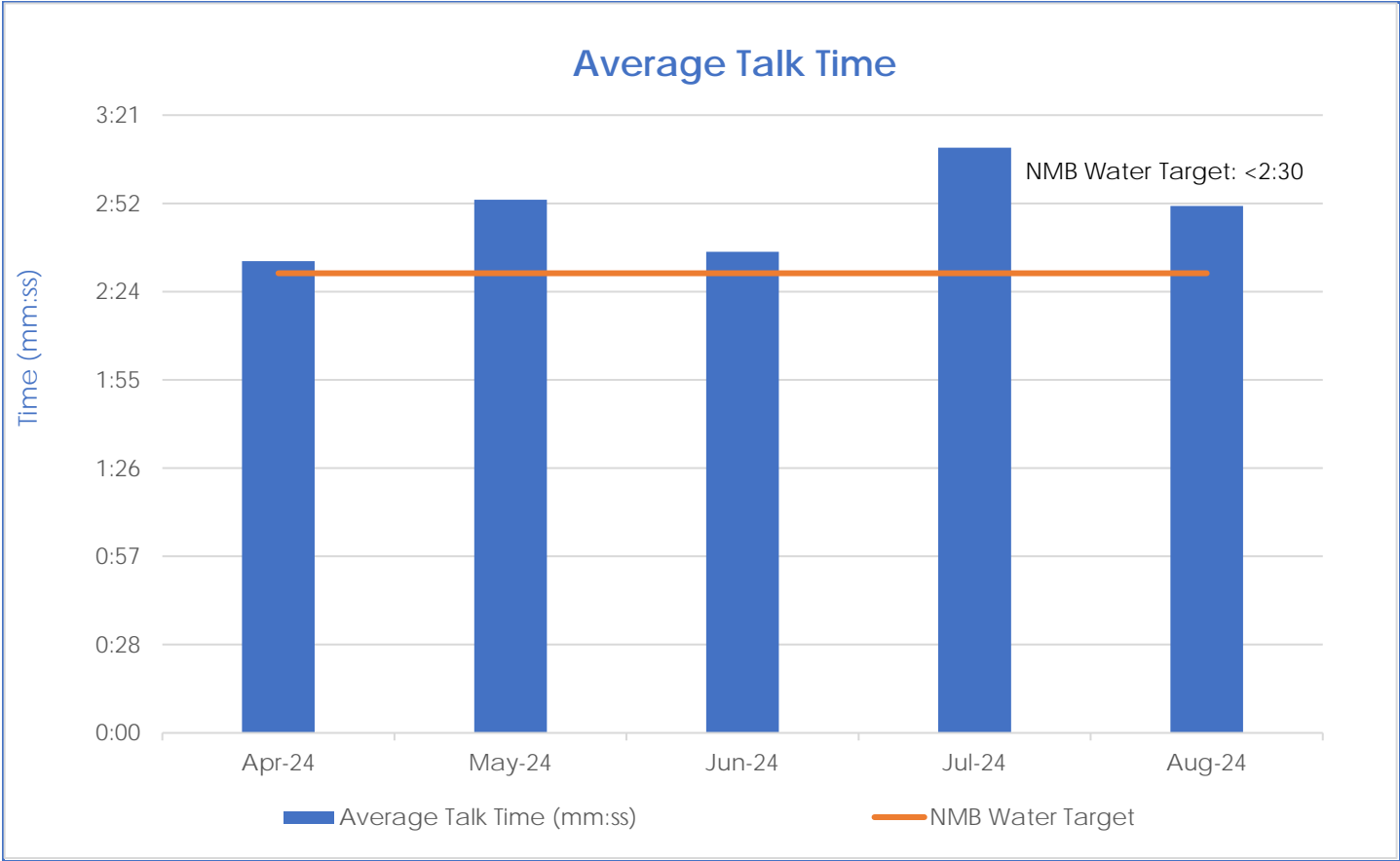
Customer Service Complaints

This KPI captures the complaint frequency provided by the utility per 1,000 accounts. AWWA defines customer service complaints in reference to relationship factors such as courteousness, helpfulness, professionalism, and responsiveness. We will utilize the following to capture customer complaints: estimated bills, high bills, low water pressure, leaks, request for supervisor, Water Smart issues, sanitation issues, and sewer backups. Our target goal has been adjusted from five (5) to fifteen (15) complaints per 1000 customers a month because of the influx of complaints during billing cycles. There was a slight drop in customer service complaints this month, as there were fewer calls regarding water shut offs and high bill inquiries.



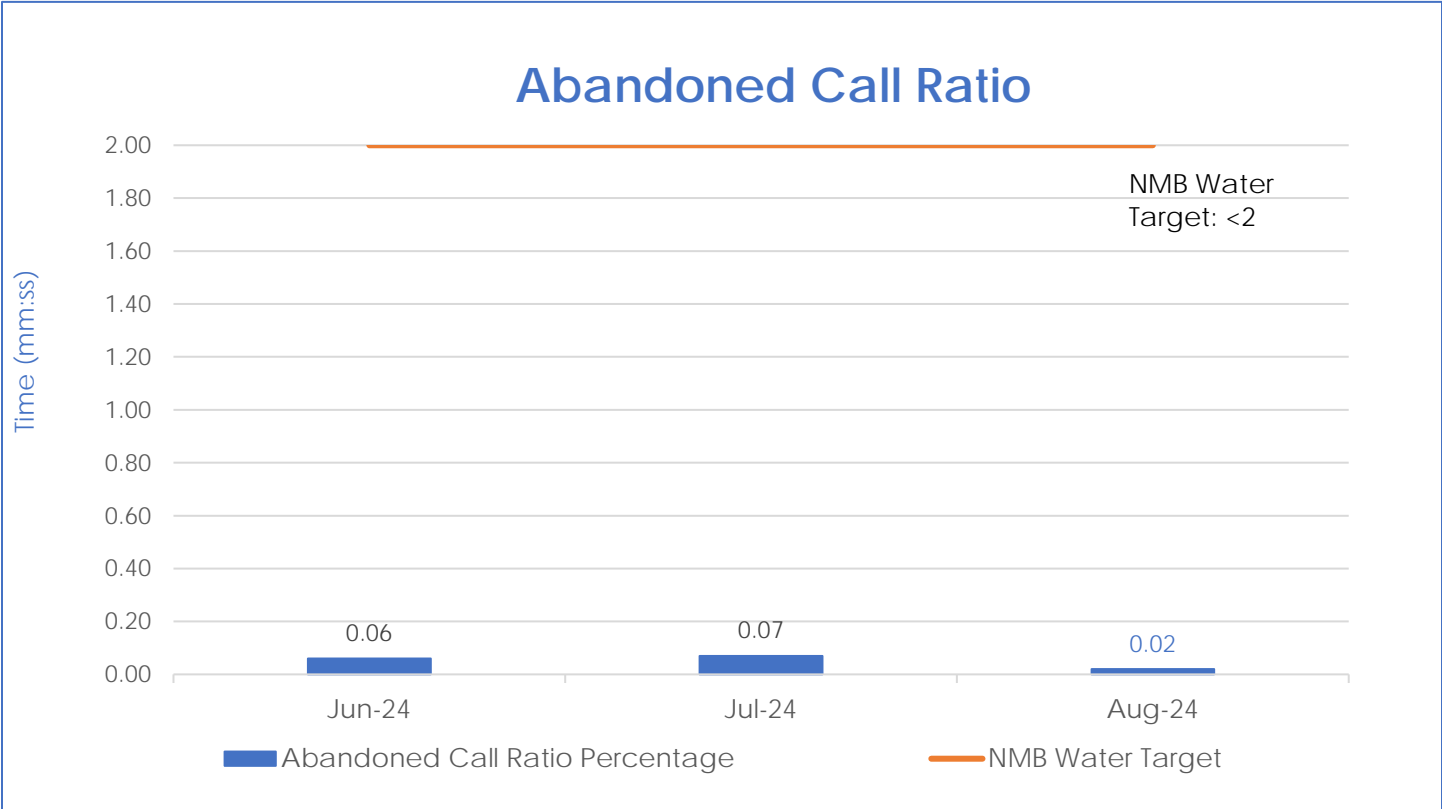
Average Talk Time

Average talk time (ATT) is the amount of time that a Customer Service Representative (CSR) spends handling customer calls and resolving their queries. In the month of August, we saw a significant decrease in average talk time. The customer service agents were coached to always ask probing questions to ensure staff is addressing customers' issues and providing resolutions in a timely manner.



Abandoned Call Ratio

The abandoned call rate is the ratio between the number of the calls terminated before they could be answered and the total number of calls. This is important for KPIs that indicate customer satisfaction and service level. A high abandonment rate is often used as a signal by call centers to improve the response time. The abandoned call ratio decreased this month due to the decrease in calls/complaints to the call center.





**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

MEMORANDUM

TO:	Mayor and City Commission
FROM:	
VIA:	
DATE:	October 15, 2024

RE: NMBPD Monthly Report (September 2024)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY

IMPACT:

ATTACHMENTS:

Description

- ▣ NMBPD Monthly Report



HIGHLIGHTS & SIGNIFICANT INCIDENTS

NORTH MIAMI BEACH POLICE

DEPARTMENT

MONTHLY REPORT

September 2024





HIGHLIGHTS & SIGNIFICANT INCIDENTS

ADMINISTRATIVE DIVISION

- **Recruiting, Academy and Training**
- Recruited at MDC BLE academy 26.5 hours in the BLE Academy.
- We conducted Annual Taser Refresher Training.
- We hosted a multi-agency 40 Peer Support Training Course.
- **Training Attended**
 - Homicide Investigations
 - Writing Reports NIBRS Style
 - Advanced Report Writing and Review
 - Speed Measurement
 - Peer Support for Law Enforcement
 - Pistol Mounted Optics Instructor
 - Narcotics and Dangerous Drugs
 - Crisis Intervention Team Course
 - Injury and Death Investigations
 - Bearing the Burden Summit by First Responder Project
- **Personnel**
 - Processing:
 - 15 Police Officer
 - 5 Police Cadets
 - Enrolled 2 Police Cadets in the Academy
 - Schedule Police Officer and Police Cadet interviews
 - Hired 2 Full-time Police Officers
- **Communications**
 - Hired 1 Police Communications Officer
 - Answered approximately 2,080 incoming calls for police service.

OPERATIONS DIVISION

- **Road Patrol**
 - Calls for Service: 7874; Including: Watch Orders: 2202; Night Eyes: 860; Community Contacts: 89
 - 97 arrests (35 Felonies) this month. 432 Traffic Stops.
Notable arrests:
 - A highly intoxicated suspect repeatedly approached a store's drive-thru, asking for food and money. After the employee told him to leave, the suspect punched the employee and tried to force his way inside. NMBPD arrived, detained the suspect outside, and arrested him.
 - Road Patrol Officers arrested a burglary subject wanted by our

Prepared by
Captain Lino Diaz
10/08/2024



HIGHLIGHTS & SIGNIFICANT INCIDENTS

OPERATIONS DIVISION (Continued)

- Investigators.
- BSO Burglary Apprehension Unit tracked stolen vehicle suspects in the city and observed a male shatter a car window in an attempted vehicle theft. Deputies arrested the subject without incident. A co-defendant crashed a stolen white Camaro into a tree and vehicle before fleeing on foot towards Taylor Ball Park. NMB officers took over the investigation and completed the A-form with assistance from BSO deputies.
- **SRT (Special Response Team)**
 - Tactical Investigative Unit (TIU), with assistance from NMB & Aventura SRT, executed a search warrant, seizing cocaine and the subject had outstanding warrants

COMMUNITY PARTNERSHIP DIVISION

- **Events Attended**
 - Teen Summit conducted with huge success. A large turnout came to listen and participate in a symposium to educate youth on the dangers of gun violence.
 - Community Policing participated in the Dale NMB event
 - Farmshare was conducted without incident. 500 residents received food donations.
- **Meetings Attended**
 - Crime Prevention Unit and Police Athletic League (PAL) attended the SE Crime Prevention Meeting held in Sunny Isles.
- **Miscellaneous**
 - Crime Prevention conducted a risk assessment of Jiffy Foods and shared findings with Code Compliance. 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
 - All Community Policing Detectives, Crime Prevention and Youth Coordinator were trained on how to conduct business security assessments.
 - The new LGBTQ+ car was wrapped, after a donation from Motorola. The vehicle's unique design will highlight NMBPD's LGBTQ+ community involvement.

Prepared by
Captain Lino Diaz
10/08/2024



HIGHLIGHTS & SIGNIFICANT INCIDENTS

COMMUNITY PARTNERSHIP DIVISION

• Miscellaneous (Continued)

- Captain Wilson and Detective Slusher hosted a 40-hour training and certification course for peer support. It was held with members of the NMBPD, Aventura PD and North Miami PD. It was held at NMBPD September 23 – 27, 2024.
- Thanksgiving basket giveaway preparation is starting.
- Shop with a Cop preparation with Target has started.
- Throughout the month, Motors conducted directed enforcement at various speeding complaint locations.
- Motors unit continues to remove derelict vehicles from around the City.
- Motors unit continues to post and/or tow illegally parked tractor trailers throughout the City.
- Motors regularly monitors the illegally parked U-Hauls along NW 168 Street.
- CP Detectives responded to Maule Lake and located a sunken sailboat about 100 yards west of NE 167 St in 12 feet of water, with two deteriorating inflatable dinghies attached. They were unable to see a registration number, but took several photos and contacted the complainant, who believed the boat sank on Thursday or Friday. The Dive Team conducted an operation to retrieve the vessel's FL number. Efforts are now underway to contact the owner for the boat's removal.

INVESTIGATIVE DIVISION

- North Miami Beach Detectives made two arrests in early September 2024:
- One for theft at a local Walgreens.
- One for felony battery, where an adult male inflicted severe injury on the victim.
- Detective Bureau interviews were conducted this week to fill anticipated vacancies, with the top three most qualified candidates selected.
- Investigators are working on an armed sexual battery case involving serious injuries that occurred on September 16, 2024.
- On September 17, 2024, investigators identified a suspect in a residential burglary and obtained probable cause for his arrest in three separate cases.
- On September 18, 2024, investigators worked on a suicide case under suspicious circumstances and successfully recovered a missing and endangered person.
- On September 19, 2024, investigators tentatively identified a suspect involved in making threats to the NMB Mayor and other city employees.

Prepared by
Captain Lino Diaz
10/08/2024



HIGHLIGHTS & SIGNIFICANT INCIDENTS

INVESTIGATIVE DIVISION (Continued)

- On Friday, September 20, detectives made an arrest for attempted murder related to a shooting; one adult male was charged.
- On Monday, September 23, detectives arrested a violent career criminal for a stabbing incident, with one adult male taken into custody and charged.
- On Wednesday, September 25, TIU detectives executed a search warrant in Highland Village during a narcotics investigation, leading to the seizure of narcotics and the arrest of one adult male

Prepared by
Captain Lino Diaz
10/08/2024



NORTH MIAMI BEACH POLICE DEPARTMENT

TARGETED CRIMES - CM (AUGUST 2024 to SEPTEMBER 2024)



ROBBERY		
	2023	2024
AUG	6	5
SEP	12	7
TOTAL	18	12

BURGLARY (RESIDENCE)		
	2023	2024
AUG	8	8
SEP	8	4
TOTAL	16	12

BURGLARY (NON-RESIDENCE)		
	2023	2024
AUG	3	11
SEP	3	2
TOTAL	6	13

MOTOR VEHICLE THEFT		
	2023	2024
AUG	17	19
SEP	13	15
TOTAL	30	34

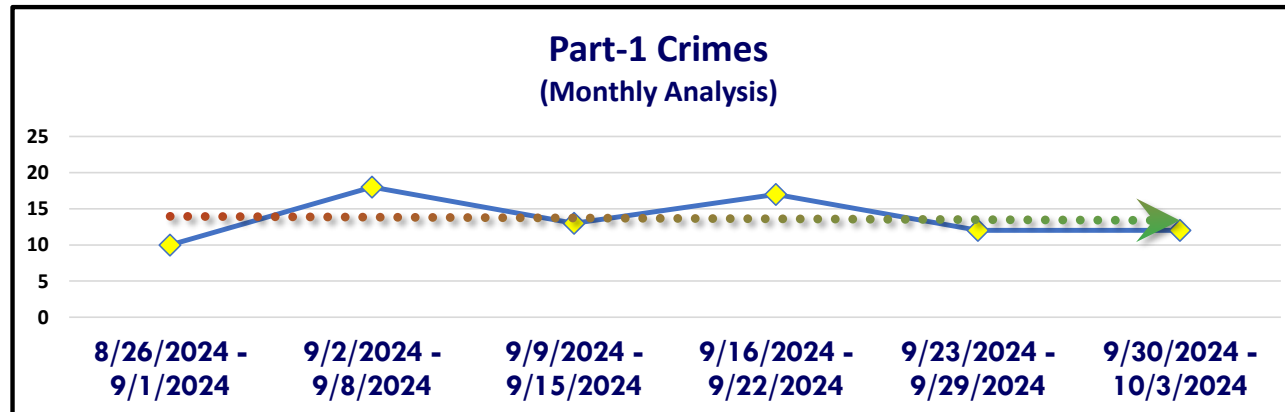
NOTE: The data reflected above is in National Incident-Based Reporting System (NIBRS) format. NIBRS captures details on each single crime incident—as well as on separate offenses within the same incident—including information on victims, known offenders, relationships between victims and offenders,

DATA BELOW IS NOT IN NIBRS FORMAT											
ROBBERY (ARMED)			ROBBERY (STRONG-ARM)			BURGLARY (VEHICLE)			ASSAULT (AGGRAVATED)		
	2023	2024		2023	2024		2023	2024		2023	2024
AUG	2	2	AUG	4	3	AUG	29	16	AUG	12	8
SEP	5	2	SEP	7	5	SEP	29	18	SEP	7	15
TOTAL	7	4	TOTAL	11	8	TOTAL	58	34	TOTAL	19	23

HOMICIDE		
	2023	2024
AUG	1	0
SEP	0	0
TOTAL	1	0

SEXUAL BATTERY		
	2023	2024
AUG	3	1
SEP	1	2
TOTAL	4	3

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
16.3.**

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

MEMORANDUM

TO:	Mayor and City Commission
FROM:	
VIA:	
DATE:	October 15, 2024

RE: CIP Dashboard

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY

IMPACT:

ATTACHMENTS:

Description

☐ CIP Dashboard



Links

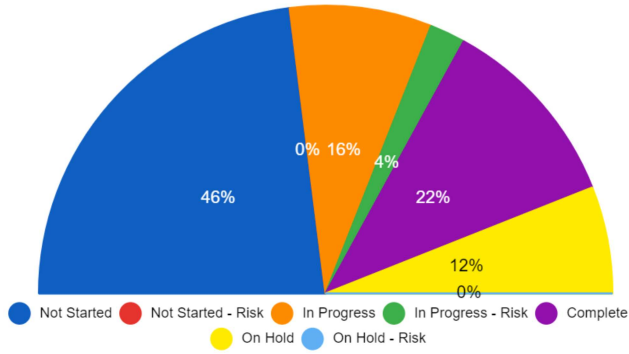
[CIP Project Request Form](#)

[Active Projects Report](#)

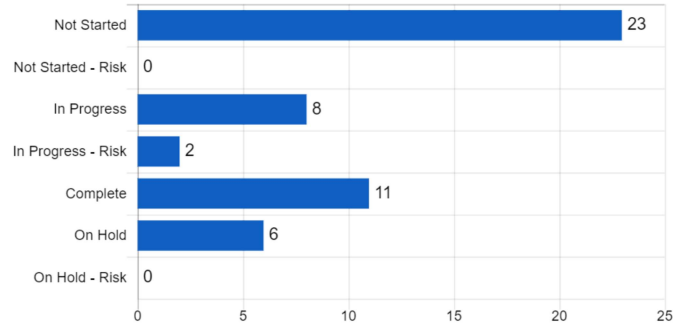
Capital Improvement Program Portfolio Dashboard

CIP - Projects Portfolio

Percent of Projects by Status

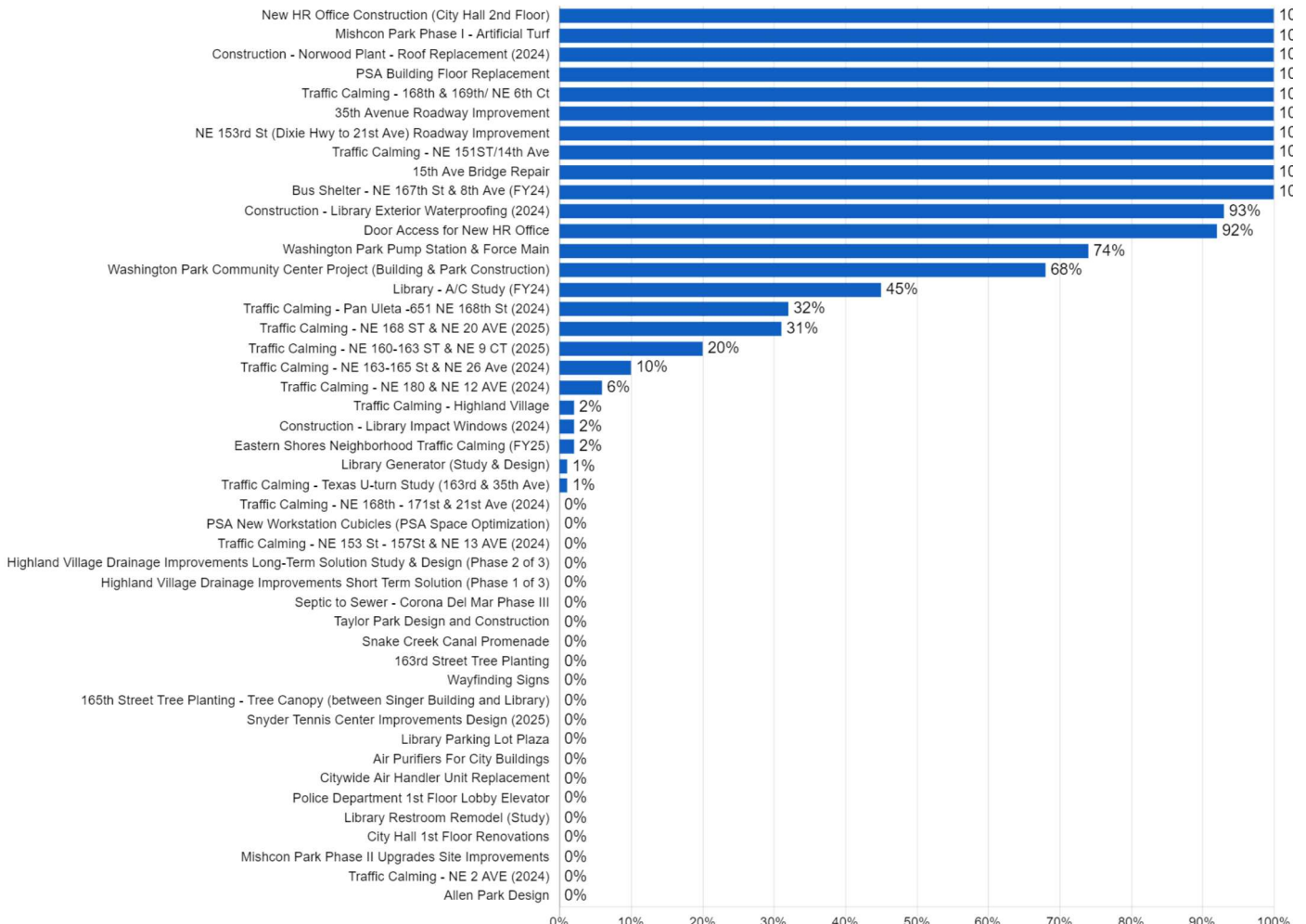


Count of Projects by Status



Overall Project Progress (% Complete)

Project Percent Complete

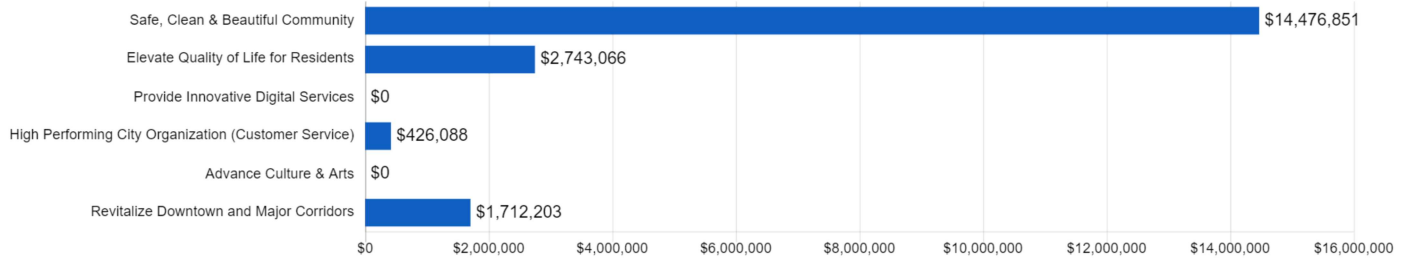


Project Name	Project Location	Project Description/Scope	Weekly Updates/Comments	Status	Actual Start	Actual End	% Complete	Amount (Funded)	Type of Project
Total			Count 46					Sum \$39,876,159.7	
Current Phase 1. Not Started			Count 14					Sum \$3,280,000.00	
Highland Village Drainage Improvements Long-Term Solution Study & Design (Phase 2 of 3)	Highland Village	Phase II: Study & Design of a long term sustainable solution for Highland Village (installing catch basins, pipes, etc) Studies under Environmental Review	<<Enter Weekly Updates/Comments>>	Not Started			0%	\$0.00	Construction/Infrastructure Projects Utility
Highland Village Drainage Improvements Short Term Solution (Phase 1 of 3)	Highland Village	Phase I: Install backflow preventers and additional piping to the existing outfalls to mitigate flooding in the Highland Village Neighborhood. (Valves to allow water to flow to canal)	<<Enter Weekly Updates/Comments>>	Not Started			0%	\$0.00	Construction/Infrastructure Projects Utility
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/Infrastructure Projects Traffic Calmin
Traffic Calming - NE 2 AVE (2024)	NE 2 Ave Traffic Calming	-Recommendation was to install speed hump at segment between NE 169th St & NE 169th Terrace (completed \$5000 - no design required, need date that was done) -2nd recommendation was to raise intersection at NE 171 St/NE 2nd Ave (requires \$64k design but no money) -Design Funded FY24 (FY24 \$75K CITT & \$200k in FY25) Yulet to send copy of study and CMA needs approval of traffic study to move forward. Then CMA will send proposal to design. FY25 estimate \$100k for design only (2 raised intersections). Construction FY26	<<Enter Weekly Updates/Comments>>	Not Started			0%	\$0.00	Construction/Infrastructure Projects Traffic Calmin
Snake Creek Canal Promenade	Snake Creek Canal between 15th and FEC Right of Way	Design feasible program improvements for Snake Creek Canal Promenade.	Project Funded by CRA for FY25	Not Started			0%	\$300,000.00	Landscaping
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
Snyder Tennis Center Improvements Design (2025)	16851 West Dixie Hwy	Community charrette to get vision for Tennis Center and Park, and do design drawings.	Project cost estimated \$350k;CRA funding \$180k, project cost \$350, possible P3 project (change in scope). Some work assumed through private partnership. Project At Risk due to funding	Not Started			0%	\$180,000.00	Construction - Building Improvements
Allen Park Design	<< Project Location>>	Allen Park Design	<<Enter Weekly Updates/Comments>>	Not Started			0%	\$0.00	Construction - Building Improvements
Septic to Sewer - Corona Del Mar Phase III	Between 17th Ave and West Dixie Hwy on 163rd	connect all business on Low Pressure Main on 163 to sewer and abandon septic.	<<Enter Weekly Updates/Comments>>	Not Started			0%	\$1,450,000.00	Construction/Infrastructure Projects Utility
Taylor Park Design and Construction	Taylor Park	Taylor Park Design and Construction. Note: (CRA REQ-152): Community approved Improvement plan is in CRA's CIP Plan	<<Enter Weekly Updates/Comments>>	Not Started			0%	\$250,000.00	Construction - Building Improvements
163rd Street Tree Planting	163rd Street between 12th Ave. and W. Dixie Highway.	plant trees on 163rd. Not resolved yet	<<Enter Weekly Updates/Comments>>	Not Started			0%	\$350,000.00	Landscaping
McDonald Center Room Divider Replacement & Sound System Upgrade			<<Enter Weekly Updates/Comments>>	Not Started			0%	\$0.00	Construction - Building Improvements
165th Street Tree Planting - Tree Canopy (between Singer Building and Library)	165th Street between 15th and 16th	Install trees for shade along park edge between Singer Building and Library.	<<Enter Weekly Updates/Comments>>	Not Started			0%	\$250,000.00	Landscaping
Library Parking Lot Plaza	Amphitheater parking lot	Install public artwork in Amphitheater parking lot next to library, ADA improvement, Sprinkler/Electrical improvement	CRA confirmed this project is budgeted for FY25	Not Started			0%	\$200,000.00	Construction - Building Improvements
Wayfinding Signs	throughout CRA	Create a wayfinding sign program, and install signage as needed.	CRA funded FY25	Not Started			0%	\$75,000.00	ROW Signage
Julius Littman Theater for the Performing Arts Lighting Equipment Replacement			<<Enter Weekly Updates/Comments>>	Not Started			0%	\$0.00	Goods & Services (Furniture, Fixture, Equipment, Hardware, Software)
Kevin R. Sims Aquatic Center at Victory Park Lighting Upgrade to LED			<<Enter Weekly Updates/Comments>>	Not Started			0%	\$0.00	Construction - Non Building
Current Phase 2. Study			Count 6					Sum \$1,930,000.00	
Library - A/C Study (FY24)	Library Annex - 1601 NE 164th	A/C Distribution Study for the Library. Analysis of library and use of the	ARPA Funded FY24	In Progress	07/01/24	03/03/25	45%	\$25,000.00	Construction - Building Improvements

	Street	library. Recommendation will include a/c system set-up needed to efficiency cool building								
Eastern Shores Neighborhood Traffic Calming (FY25)	Eastern Shores	Design of raised intersection 35th ave and design of speed humps	General Fund \$700,000	In Progress	10/01/24	03/10/26	2%	\$700,000.00	Construction/Infrastruc Projects Traffic Calmin	
Construction - Library Impact Windows (2024)	1601 NE 164 St	Revitalization and renovation of Laffe Allen Library	<<Enter Weekly Updates/Comments>>	In Progress	10/01/24	09/30/25	2%	\$330,000.00	Construction - Building Improvements	
Library Generator (Study & Design)	1601 NE 164 St	Design and installation of Generator for Emergency power	<<Enter Weekly Updates/Comments>>	In Progress	10/07/24	12/06/24	1%	\$160,000.00	Goods & Services (Furniture, Fixture, Equipment, Hardware, Software)	
Traffic Calming - Texas U-turn Study (163rd & 35th Ave)	163rd St/35 Ave	Texas U-turn that provides for westbound NE 163rd Street traffic to make a right turn into the property prior to reaching NE 35th Avenue. Eastbound traffic will continue to enter the property from a left turn onto NE 35th Avenue.	<<Enter Weekly Updates/Comments>>	In Progress	10/01/24	05/12/26	1%	\$700,000.00	Construction/Infrastruc Projects Traffic Calmin	
Citywide Air Handler Unit Replacement		Replacement of outdated and out of life AHU	<<Enter Weekly Updates/Comments>>	Not Started	10/07/24	12/27/24	0%	\$15,000.00	Construction - Building Improvements	
Current Phase 3. Planning			Count 3					Sum \$269,000.00		
Air Purifiers For City Buildings		Safety and Health, remove impurities from air. Covid initiative	<<Enter Weekly Updates/Comments>>	Not Started	01/29/24	10/24/25	0%	\$19,000.00	Construction - Building Improvements	
Police Department 1st Floor Lobby Elevator	Police - 16901 NE 19th Avenue	Upgrade to Mechanics and Cab	<<Enter Weekly Updates/Comments>>	Not Started			0%	\$150,000.00	Construction - Building Improvements	
Library Restroom Remodel (Study)	16901 NE 19TH AVE	Upgrade restroom to family/ADA restroom. Gain access through exterior of building	<<Enter Weekly Updates/Comments>>	Not Started			0%	\$100,000.00	Construction - Building Improvements	
Current Phase 4. Design			Count 10					Sum \$24,360,905.0		
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	Ground Breaking scheduled 10/29/24 @10am. 9/17/24 Commission approved the budget transfer to fund Phase I construction activities. • 9/23/24 onsite pre-bid meeting held potential contractors, procurement and project team discussed project, and Q&A conversation. Public Works Dept., NMB Water Dept., Parks and Recs Dept. and Communications Division met on the Washington Park grounds to discuss details related to the project's Groundbreaking ceremony as well.	In Progress	07/09/19	10/05/26	68%	\$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 - Risk	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	

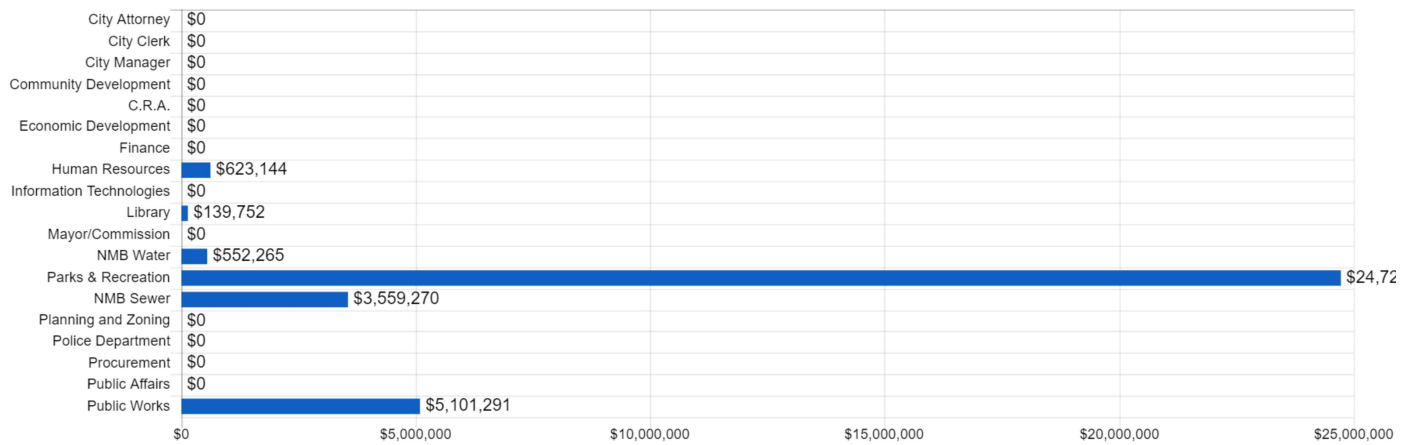


Strategic Plan Alignment



By Department

Allocated \$ by Department



GIS View of CIP Projects