



CITY OF NORTH MIAMI BEACH
City Hall, Commission Chambers, 2nd Floor
17011 NE 19th Avenue
North Miami Beach, FL 33162
Tuesday, February 18, 2025
6:00 PM

Mayor Michael Joseph

Vice Mayor Lynn Su

Commissioner Jay R. Chernoff

Commissioner McKenzie Fleurimond

Commissioner Daniela Jean

Commissioner Phyllis S. Smith

Commissioner Fortuna Smukler

City Manager Mario A. Diaz

City Attorneys Greenspoon Marder LLP

City Clerk Andrise Bernard, MMC

Notice to All Lobbyists

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

City Commission Meeting Agenda

- 1. ROLL CALL OF CITY OFFICIALS**
- 2. INVOCATION**
Reverend Willie Mae Williams (Greater Gibbs Chapel African Methodist Episcopal (AME) Church)
- 3. PLEDGE OF ALLEGIANCE**
- 4. REQUESTS FOR WITHDRAWALS, DEFERMENTS AND ADDITIONS TO THE AGENDA**
- 5. PRESENTATIONS / DISCUSSIONS**
 - 5.1. Legislative Updates (Office of State Senator Shevrin D. Jones, SD-34)**
 - 5.2. Strategic Plan (Dr. Howard Frank, FIU Jorge M. Perez Metropolitan Center)**
 - 5.3. Economic Development Strategic Plan (Dr. Ned Murray, FIU Jorge**

M. Perez Metropolitan Center)

5.4. FY 2024-2025 1st Quarter Financial Report (Tarik Rahmani, Chief Financial Officer)

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. Commission Conference Minutes of January 21, 2025 (Andrise Bernard, MMC, City Clerk)

9.2. Regular Commission Meeting Minutes of January 21, 2025 (Andrise Bernard, MMC, City Clerk)

9.3. Resolution No. R2025-21 Change Order for Advance Stores Company, Inc for the Purchase of Automotive Parts Accessories and Services for Citywide Fleet Vehicles (Shereece George-Depusoir, Chief Procurement Officer)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING A PIGGYBACK CONTRACT WITH ADVANCE STORES COMPANY, INC. DBA ADVANCE AUTO PARTS FOR THE PURCHASE OF AUTOMOTIVE PARTS AND ACCESSORIES; IN AN ANNUAL ESTIMATED BUDGETED AMOUNT OF \$60,000; 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.

9.4. Resolution No. R2025-22 Change Order for Afton Pumps Inc., for the Purchase of Pumps and Motors for NMB Water Production (Hamid Nikvan, NMB Water Director)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING A PURCHASE ORDER WITH AFTON PUMPS, INC. FOR THE SOLE SOURCE PURCHASE OF PUMPS AND MOTORS IN AN ESTIMATED BUDGETED AMOUNT OF \$357,706, AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; SUBJECT TO THE BUDGET APPROPRIATION AND AVAILABILITY OF FUNDS; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

9.5. Resolution No. R2025-23 Approving an Agreement with Cooper General Corporation for the Purchase of Radio Consoles for the NMB Police Department (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 COOPER-GENERAL CORPORATION, FOR THE PURCHASE OF RADIO CONSOLES IN COMMUNICATION; IN A BUDGETED AMOUNT OF \$92,000.00; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

- 9.6. Resolution No. R2025-24 Approving an Agreement with Grainger, Inc. for the Purchase of Citywide Facilities Maintenance, Repair & Operations (MRO) & Industrial Supplies (Shereece George-Depusoir, Chief Procurement 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 W.W. GRAINGER, INC. FOR THE PURCHASE OF CITYWIDE FACILITIES MAINTENANCE, REPAIR & OPERATIONS (MRO) & INDUSTRIAL SUPPLIES; FOR AN ESTIMATED ANNUAL BUDGETED AMOUNT OF \$350,000.00; 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.

- 9.7. Resolution No. R2025-25 Approving an Agreement with Insight Public Sector for Technology Products & Related Services (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 INSIGHT PUBLIC SECTOR FOR TECHNOLOGY PRODUCTS & RELATED SERVICES; IN AN ESTIMATED ANNUAL BUDGETED AMOUNT OF \$500,000.00; 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.

- 9.8. Resolution No. R2025-26 Approving an Agreement with Multiple Vendors for the Purchase of Safety Shoes (Shereece George-Depusoir, Chief Procurement 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 MULTIPLE VENDORS, FOR THE PURCHASE OF SAFETY SHOES AND BOOTS; IN A TOTAL ESTIMATED BUDGETED AMOUNT OF \$125,000.00; 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.

- 9.9. Resolution No. R2025-27 Change Order for Tropic Fence for Citywide Fence Repairs (Shereece George-Depusoir, Chief Procurement Officer)**

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING A PIGGYBACK CONTRACT BETWEEN THE CITY AND TROPIC FENCE, INC. FOR THE PURCHASE OF FENCE INSTALLATION AND MAINTENANCE SERVICES; IN AN ESTIMATED ANNUAL BUDGETED AMOUNT OF \$80,000; 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.

- 9.10. Resolution No. R2025-28 Approving a Purchase Order with Water Treatment & Controls, Inc., for the Purchase of Various Pumps, Motors, Parts and Services (Hamid Nikvan, NMB Water Director)**

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING A PURCHASE ORDER WITH WATER TREATMENT & CONTROLS, INC. DBA WATER TREATMENT AND CONTROLS FOR THE PURCHASE OF VARIOUS PUMPS, MOTORS, PARTS AND SERVICES IN AN ESTIMATED BUDGETED AMOUNT OF \$68,287.00 AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; SUBJECT TO THE BUDGET APPROPRIATION AND AVAILABILITY OF FUNDS; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

- 9.11. Resolution No. R2025-29 Authorizing Partnership with the Miami-Dade County Office of the Tax Collector and The Clerk of the Court and Comptroller of Miami-Dade County (Mayor Michael Joseph)**

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF

THE CITY OF NORTH MIAMI BEACH, FLORIDA, AUTHORIZING PARTNERSHIP WITH THE MIAMI-DADE COUNTY OFFICE OF THE TAX COLLECTOR AND THE CLERK OF THE COURT AND COMPTROLLER OF MIAMI-DADE COUNTY; 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.

- 9.12. Resolution No. R2025-30 Approve Submittal of Evaluation and Appraisal Review (EAR) Letter for the Comprehensive Plan as Required by State Statute (Zafar Ahmed, Community Development Director)**

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, ACCEPTING THE EVALUATION AND APPRAISAL REVIEW (EAR) LETTER IN ACCORDANCE WITH SECTION 163.3191, FLORIDA STATUTES, AND AUTHORIZING THE TRANSMITTAL OF THE LETTER TO THE FLORIDA DEPARTMENT OF COMMERCE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

- 9.13. Resolution No. R2025-31 Authorizing the City of North Miami Beach to Enter into a Memorandum of Understanding with Jackson North Hospital to Promote Joint Health and Wellness Initiatives and to Enhance Services for the Community (Mayor Michael Joseph)**

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AUTHORIZING CITY TO ENTER INTO A MEMORANDUM OF UNDERSTANDING (“MOU”) WITH JACKSON NORTH HOSPITAL TO PROMOTE JOINT HEALTH AND WELLNESS INITIATIVES AND TO ENHANCE SERVICES FOR THE COMMUNITY; AUTHORIZING THE CITY MANAGER TO NEGOTIATE THE TERMS OF THE MOU FOR APPROVAL BY THE CITY COMMISSION; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

- 10. QUASI-JUDICIAL LEGISLATION - None**

- 11. LEGISLATION**

- 11.1. Ordinance No. 2024-16 (Second Reading) Abandonment and Vacation Right of Ways and Easements (Zafar Ahmed, 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 XVII, ENTITLED "STREETS AND SIDEWALKS," BY CREATING A NEW SECTION, SECTION 17-7 ENTITLED "ABANDONMENT AND VACATION OF RIGHT OF WAYS AND EASEMENTS"; TO PROVIDE A UNIFORM PROCEDURE FOR ABANDONMENTS AND VACATIONS OF CITY STREETS, ALLEYS, EASEMENTS, AND OTHER FEE OR NON-FEE PROPERTY INTEREST OF SIMILAR CHARACTER; PROVIDING FOR CODIFICAION, CONFLICTS, SCRIVERNER'S ERROR, SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

- 11.2.Resolution No. R2025-09 Change Order for The Engineering Company, LLC for City Streetlight Repair Management, Upgrade Services and Development of City Traffic Calming Standards (Samuel 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 THE ENGINEERING COMPANY, LLC FOR THE PURCHASE OF TRANSPORTATION PROJECT ENGINEERING SERVICES; INCREASING THE ESTIMATED ANNUAL EXPENDITURE BY \$50,000.00; 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.

- 11.3.Resolution No. R2025-18 Approving Task Order for Chen Moore and Associates for Engineering Services for Design of Traffic Calming Projects (Samuel Zamacona, Public Works Director)**

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING MULTIPLE TASK ORDERS FOR PROFESSIONAL ENGINEERING SERVICES FOR THE STUDY & DESIGN OF TRAFFIC CALMING PROJECTS IN AN ESTIMATED AMOUNT OF \$598,640.00, WITH CHEN MOORE AND ASSOCIATES UNDER THE "CONTINUING SERVICES AGREEMENT" FOR PROFESSIONAL CONSULTING SERVICES; AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; AND SUBJECT TO THE BUDGET APPROPRIATION AND

AVAILABILITY OF FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

- 11.4. Resolution No. R2025-19 Approving Firms Responding to Request for Qualifications RFQ-24-026-SG Recreational Complex Redevelopment Project Phase One (Shereece George Depusoir, Chief Procurement Officer)**

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING THE QUALIFIED SHORTLISTED FIRMS THAT RESPONDED TO REQUEST FOR QUALIFICATIONS RFQ-24-026-SG RECREATIONAL COMPLEX REDEVELOPMENT PROJECT PHASE ONE: DEVELOPER PRE-QUALIFICATION; AND APPROVING THEIR EXCLUSIVE PARTICIPATION IN PHASE TWO OF THE PROJECT.

- 11.5. Resolution No. 2025-32 Approving Work Order #5 and Authorizing the Issuance of a Notice to Proceed Relating to Work Order #5 to Black & Veatch Corporation to Provide Ongoing Program Management and Staff Augmentation (Hamid Nikvan, NMB Water Director)**

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING WORK ORDER #5 AND AUTHORIZING THE ISSUANCE OF A NOTICE TO PROCEED RELATING TO WORK ORDER #5 TO BLACK & VEATCH CORPORATION TO PROVIDE ONGOING PROGRAM MANAGEMENT AND STAFF AUGMENTATION IN AN AMOUNT NOT TO EXCEED \$2,387,892.00; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; SUBJECT TO THE BUDGET APPROPRIATION AND AVAILABILITY OF FUNDS; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

12. BUSINESS TAX RECEIPTS

- 12.1. Request from Dean's Gold to Renew the Extension of Hours Business Tax Receipt (Zafar Ahmed, Community Development Director)**

13. APPOINTMENTS

- 13.1. Appointing Mirielle Louis Charles to the Economic Development Commission (Andrise Bernard, MMC, City Clerk)**

14. MISCELLANEOUS ITEMS - None

15. DISCUSSION ITEMS

15.1. Centennial Committee (Mayor Michael Joseph)

15.2. Trolley (Commissioner Phyllis S. Smith)

16. CITY MANAGER'S REPORT

16.1. City Manager's Monthly Report (January 2025)

16.2. Miami Gardens v. North Miami Beach - Weekly Settlement Claims Administration Progress Update (January 2025)

16.3. NMBPD Monthly Report (January 2025)

16.4. NMB Water Updates & Highlights (January 2025)

16.5. Washington Park Update

16.6. Capital Improvement Program (CIP) Portfolio Dashboard

16.7. American Rescue Plan Act (ARPA) Updates

16.8. Comprehensive Plan Process & Update

17. CITY ATTORNEY'S REPORT- None

18. CITY COMMISSION REPORTS

19. MAYOR'S DISCUSSION

20. NEXT REGULAR CITY COMMISSION MEETING

Tuesday, March 18, 2025

21. ADJOURNMENT



**Consent Agenda
9.1.**

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

MEMORANDUM

TO:	Mayor and City Commission
FROM:	Andrise Bernard, MMC, City Clerk
VIA:	
DATE:	February 18, 2025

RE: Commission Conference Minutes of January 21, 2025 (Andrise Bernard, MMC, City Clerk)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY

IMPACT:

ATTACHMENTS:

Description

- ☐ Commission Conference Minutes of January 21, 2025



CITY OF NORTH MIAMI BEACH
City Hall, Commission Chambers, 2nd Floor
17011 N.E. 19th Avenue
North Miami Beach, FL. 33162
Tuesday, January 21, 2025

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

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

City Commission Conference Minutes

ROLL CALL OF THE CITY OFFICIALS

The Commission Conference was called to order at 5:05pm.

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

The Mayor and Commission recognized the Martin Luther King Jr. essay contest winners.

The Mayor and Commission recognized National Human Trafficking Prevention Month and presented a proclamation to the Global Innovative Foundation.

Vice Mayor Su discussed Commission Meetings and the participation of residents regarding public comment for legislative items. The Mayor and Commission talked about scheduling two meetings a month or attending workshops instead of having one long meeting and directed the City Manager to create a policy.

The Mayor and Commission recognized Eugénise Mompremier for National Human Trafficking Prevention Month.

ADJOURNMENT

The Commissioner Conference was adjourned at 6:03pm.

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:	February 18, 2025

RE: Regular Commission Meeting Minutes of January 21, 2025 (Andrise Bernard, MMC, City Clerk)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY

IMPACT:

ATTACHMENTS:

Description

- ☐ Regular Commission Meeting Minutes of January 21, 2025



CITY OF NORTH MIAMI BEACH
City Hall, Commission Chambers, 2nd Floor
17011 N.E. 19th Avenue
North Miami Beach, FL. 33162
Tuesday, January 21, 2025

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

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

City Commission Meeting Minutes

ROLL CALL OF THE CITY OFFICIALS

The Regular Commission Meeting was called to order at 6:15pm.

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

INVOCATION by Greg Williams of Holy Family Missionary Baptist Church.

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:

- Per the request of Vice Mayor Su, Resolution R2025-16 will be pulled from the Consent Agenda for discussion.
- Per the request of Commissioner Chernoff, Resolution R2025-17 will be deferred and a workshop will be scheduled.
- Per the request of Mayor Joseph, Resolution R2025-19 will be deferred.
- A presentation regarding human trafficking will be added.
- Several appointments will be added.

Mayor Joseph stated that a discussion item regarding the CRA will be added.

Commissioner Fleurimond requested to pull Resolution R2025-09 from the Consent Agenda for discussion.

Motion to approve the agenda made by Commissioner Jean, seconded by Commissioner Chernoff.
Voice Vote: **MOTION PASSED 7-0.**

City Attorney Joseph Geller introduced Ahmand Johnson as a member of the legal team.

PRESENTATIONS/DISCUSSIONS

Interim Chief of Police Juan Pinillos and Detective Zoila Exclusa discussed human trafficking.

Ronald Book discussed legislative priorities and funding requests regarding traffic calming projects, sewer lines inflow and infiltration corrections, public safety technology upgrades, and a police marine vessel.

John Casagrande of Coastal Waste and Recycling discussed residential, commercial, and bulk collection, a timeline for achieving improvements, and outreach to the public including an education plan and program.

Mayor Joseph 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. Tirso Martinez
2. Karen Harrold
3. Josh Gemmi
4. Suzzette DeJesus
5. Fredda Rosenbaum
6. Seth Gilson
7. Richard Mufson
8. Crystal Andrew
9. Lyza Trainor
10. Luke Rudkowski
11. Diane Doolity
12. Nicole Sauvageau
13. Devorah Handwerger
14. Lorenzo Johnson
15. Meir Strahlberg
16. Irene Pilinger
17. Jeb Handwerger
18. David Zapen
19. Eli English
20. Shulamis Tyberg
21. Hubert Dube
22. Ketley Joachim

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

ANNOUNCEMENTS

Communications Manager Jennifer Torna announced an upcoming senior luncheon, literacy fair, Chinese new year event, Farm Share food distribution, and the Heart Health Walk and Run.

CITY COMMISSION REPORTS

Commissioner Chernoff thanked Congresswoman Frederica Wilson for hosting an MLK breakfast event and announced that he will start meeting with members of the community once a month.

Commissioner Fleurimond stated that he was looking forward to an expedient meeting.

Commissioner Jean congratulated former Chief of Police Harvette Smith on her retirement and discussed ARPA funds and benefits and the dashboard regarding capital improvement projects.

Commissioner Smith wished a happy birthday to Marjorie Dean, discussed the upcoming senior luncheon and events at the library, and recognized Martin Luther King.

Commissioner Smukler wished a happy birthday to Commissioner Fleurimond and Vice Mayor Su, congratulated Library Director Edenia Hernandez for being honored by the Ancient Spanish Monastery, praised the Hanukkah menorah lighting event, expressed happy Valentine's Day, discussed the Heart Health Walk and Run, and thanked the Police Department for keeping everyone safe.

Vice Mayor Su expressed the importance of finding solutions to the solid waste issues, discussed meeting with members of the community at events throughout the City, stated interest in becoming a liaison to boards and committees and becoming a trustee for the police pension, and wished a happy Lunar New Year and Valentine's Day.

Mayor Joseph discussed the former annual Love-In event and stated that he was looking forward to a quick meeting.

CONSENT AGENDA

Regular Commission Meeting Minutes of December 17, 2024

Resolution No. R2025-01 Change Order for Austin Tupler Trucking Inc. for Sand and Gravel Delivery for Road Maintenance (Samuel 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 AUSTIN TUPLER TRUCKING, INC. INCREASING THE CONTRACT AMOUNT BY \$50,000.00; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS; PROVIDING

FOR SEVERABILITY; SUBJECT TO THE BUDGET APPROPRIATION AND AVAILABILITY OF FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

Resolution No. R2025-02 Change Order for Advanced Environmental Laboratories, Inc. for Laboratory Testing Services (Hamid Nikvan, 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 ADVANCED ENVIRONMENTAL LABORATORIES, INC. INCREASING THE ESTIMATED ANNUAL EXPENDITURE BY \$60,000.00 FOR THE PURCHASE OF LABORATORY TESTING SERVICES; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS; PROVIDING FOR SEVERABILITY; SUBJECT TO THE BUDGET APPROPRIATION AND AVAILABILITY OF FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

Resolution No. R2025-03 Change Order for AMI Engineering for Reviewing, Grading and Drainage Plan Services (Samuel 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 AMI ENGINEERING, INCREASING THE CONTRACT AMOUNT BY \$75,000 FOR THE PURCHASE OF PROFESSIONAL ENGINEERING SERVICES; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS; PROVIDING FOR SEVERABILITY; SUBJECT TO THE BUDGET APPROPRIATION AND AVAILABILITY OF FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

Resolution No. R2025-04 Approving an Agreement with Gilson Engineering, Inc. to Purchase Various Digital Displays for NMB Water Production (Hamid Nikvan, NMB Water Director)

A RESOLUTION OF MAYOR AND CITY COMMISSION THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING A PURCHASE ORDER WITH GILSON ENGINEERING, INC FOR THE PURCHASE OF VARIOUS 'DIGITAL PRECISION' PRODUCTS SUBJECT TO ANNUAL BUDGET APPROPRIATION; 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 No. R2025-05 Approving an Agreement with Info-Tech Research Group for Research and Advisory Services (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 INFO-TECH RESEARCH GROUP, INC. FOR RESEARCH & ADVISORY SERVICES; IN AN ESTIMATED ANNUAL BUDGETED AMOUNT OF \$60,000.00; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY

TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS; PROVIDING FOR SEVERABILITY; SUBJECT TO THE BUDGET APPROPRIATION AND AVAILABILITY OF FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

Resolution No. R2025-06 Approving an Agreement with MKI Services, Inc. to Purchase Sludge Pumps, Mixers and Replacement Parts for NMB Water Production (Hamid Nikvan, NMB Water Director)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING A PURCHASE ORDER WITH MKI SERVICES, INC FOR THE PURCHASE OF SLUDGE PUMPS, MIXERS AND REPLACEMENT PARTS SUBJECT TO ANNUAL BUDGET APPROPRIATION; 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 No. R2025-07 Approving an Agreement with Musco Sports Lighting LLC, for the Purchase and Install of Sports Lighting at Kevin R. Sims Aquatic Center (Andrew Plotkin, Assistant City Manager/Parks and Recreation 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 MUSCO SPORTS LIGHTING, LLC, FOR THE PURCHASE AND INSTALL OF SPORTS LIGHTING AT KEVIN R. SIMS AQUATIC CENTER; IN A BUDGETED AMOUNT OF \$125,000.00; 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 No. R2025-08 Approving an Agreement with Sun-Star Electric Inc., to Purchase Hitachi Submersible Motors and Replacement Parts for NMB Water Production (Hamid Nikvan, NMB Water Director)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING A PURCHASE ORDER WITH SUN-STAR ELECTRIC, INC FOR THE PURCHASE OF HITACHI SUBMERSIBLE MOTORS AND REPLACEMENT PARTS SUBJECT TO ANNUAL BUDGET APPROPRIATION; 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 No. R2025-10 Change Order for Wright Express Financial Services Corporation D/B/A Wex Bank for Fuel Card Services (Juan Pinillos, Interim 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 WITH WRIGHT EXPRESS FINANCIAL SERVICES CORPORATION

D/B/A WEX BANK, FOR FUEL CARD SERVICES; INCREASING THE CONTRACT AMOUNT BY \$30,000.00; 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 No. R2025-11 Approving an Agreement with Florida Bullet, Inc. for the Sole Purchase of Ammunition (Juan Pinillos, Interim Chief of Police)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING A PURCHASE ORDER WITH FLORIDA BULLET, INC. FOR THE SOLE SOURCE PURCHASE OF AMMUNITION IN AN ESTIMATED BUDGETED AMOUNT OF \$110,000.00, AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; SUBJECT TO THE BUDGET APPROPRIATION AND AVAILABILITY OF FUNDS; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Resolution No. R2025-12 Approving an Agreement with TriNova, Inc. for the Purchase of Pumps, Flow Meters, Pressure Sensors and Transmitters and more for NMB Water Production (Hamid Nikvan, NMB Water Director)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING A PURCHASE ORDERS WITH TRINOVA, INC FOR THE SOLE SOURCE PURCHASE OF PUMPS, PARTS, SPARES AND SERVICES SUBJECT TO ANNUAL BUDGET APPROPRIATION; 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 No. R2025-13 Approving a Mutual Aid Agreement with Miami Dade County Association of Chiefs of Police (Juan Pinillos, Interim Chief of Police)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING THE MDCACP MUTUAL AID AGREEMENT BETWEEN THE SIGNATORY LAW ENFORCEMENT AGENCIES, INCLUDING THE CITY OF NORTH MIAMI BEACH, AND THE CONSTITUTIONAL SHERIFF'S OFFICE; 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 No. R2025-14 Change Order for Rechtien International Trucks, Inc. for the Purchase of a Trash Dump Truck (Samuel 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 RECHTIEN INTERNATIONAL TRUCKS, INC. FOR THE

PURCHASE OF A 22 FT TRASH DUMP TRUCK; INCREASING THE ESTIMATED EXPENDITURE BY \$142,115; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS; PROVIDING FOR SEVERABILITY; SUBJECT TO THE BUDGET APPROPRIATION AND AVAILABILITY OF FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

Resolution No. R2025-15 Accepting the Request to Amend the Second Amendment to the Development Agreement for the Soleste Project aka North Miami Beach Village located at 16375 Biscayne Boulevard (Zafar Ahmed, Community Development Director)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, ACCEPTING THE REQUEST FROM THE DEVELOPER TO AMEND THE SECOND AMENDMENT TO THE DEVELOPMENT AGREEMENT BY REPLACING EXISTING EXHIBIT “K” WITH EXHIBIT “1,” INDICATING THE ALTERNATE REVISED SIGN EASEMENT LOCATION FOR THE MONUMENT SIGN FOR THE SOLESTE PROJECT (AKA NORTH MIAMI BEACH VILLAGE); PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

LEGISLATION

Resolution No. R2025-16 Supporting the 2025 Florida League of Cities Legislative Platform (Commissioner Fortuna Smukler)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, URGING MEMBERS OF THE FLORIDA LEGISLATURE TO SUPPORT THE 2025 FLORIDA LEAGUE OF CITIES LEGISLATIVE PLATFORM; 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 R2025-16 was pulled from the Consent Agenda.

City Manager Mario Diaz stated several of the issues and policies and the Mayor and Commission discussed the proposed resolution.

Motion to approve Resolution R2025-16 made by Commissioner Smith, seconded by Commissioner Smukler.

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

Resolution No. R2025-09 Change Order for The Engineering Company, LLC. for City Streetlight Repair Management, Upgrade Services and Development of City Traffic Calming Standards (Samuel 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 THE ENGINEERING COMPANY, LLC FOR THE PURCHASE OF TRANSPORTATION PROJECT ENGINEERING SERVICES; INCREASING THE ESTIMATED ANNUAL EXPENDITURE BY \$50,000.00; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS; PROVIDING FOR SEVERABILITY; SUBJECT TO THE BUDGET APPROPRIATION AND AVAILABILITY OF FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

Resolution R2025-09 was pulled from the Consent Agenda.

Director of Public Works Samuel Zamacona and City Manager Mario Diaz provided an explanation and the Mayor and Commission discussed the proposed resolution.

Motion to defer Resolution R2025-09 to the next Commission meeting made by Commissioner Smith, seconded by Mayor Joseph.

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

APPOINTMENTS

Reappointing Geraldine Lazarre to the Economic Development Commission
Appointing Whitney Padote to the Redevelopment Advisory Board
Appointing Whitney Padote to the Public Utilities Commission
Appointing Patricia Miller to the Commission on Aging/Senior Citizens Advisory Board
Appointing Ketley Joachim to the Beautification Committee
Appointing Ruth Ogen to the Planning and Zoning Board
Appointing Phyllis Poulos to the Code Enforcement Board
Appointing Bruce Lamberto to the Eastern Shores Security Guard Special Taxing District
Appointing Maggy Belizaire Lopez to the Multi-Cultural Committee
Appointing Maggy Belizaire Lopez to the Commission on the Status of Women
Appointing Maggy Belizaire Lopez to the Economic Development Commission
Appointing Gilda Gevis Sanchez to the Redevelopment Advisory Board
Appointing Ellis Keeter to the Public Utilities Commission

Motion to approve all of the appointments made by Commissioner Chernoff, seconded by Commissioner Smukler.

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

LEGISLATION

Ordinance No. 2024-15 (Second Reading) Permanent Irrigation Ordinance (Sam Zamacona, Public Works Director)

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AMENDING THE CODE OF ORDINANCES OF THE CITY OF NORTH MIAMI BEACH, FLORIDA 2008, AMENDING CHAPTER XIX ENTITLED

“WATER AND SEWERS” AMENDING ARTICLE II “WATER”, SECTION 19-24 “EMERGENCY WATER CONSERVATION RATES”, REMOVING THE SURCHARGE FOR WATER USAGE BASED ON CUSTOMER TYPE; ADDING LANGUAGE THAT PROVIDES UNIFORM STANDARDS FOR WATER SHORTAGE EMERGENCIES, ENFORCEMENT ACTION, AND PENALTIES; AMENDING ARTICLE II “WATER”, INCLUDING SECTION 19-25 “IRRIGATION”, PROVIDING FOR SPECIFIC DEFINITIONS AND PERMANENT, YEAR-ROUND IRRIGATION REQUIREMENTS; PROVIDING FOR UNIFORM STANDARDS FOR IRRIGATION PRACTICES; AND PROVIDING FOR APPLICABLE VARIANCES, ENFORCEMENT ACTION, AND PENALTIES; AMENDING CHAPTER XXIV ENTITLED “ZONING AND LAND DEVELOPMENT” AMENDING ARTICLE XI “LANDSCAPE ORDINANCE”, PROVIDING FOR SPECIFIC DEFINITIONS AND REQUIREMENTS; PROVIDING FOR UNIFORM STANDARDS FOR LANDSCAPING DESIGN, APPLICATION, INSTALLATION, AND MAINTENANCE PROCESSES; PROVIDING FOR CONCISE LANGUAGE THROUGHOUT THE ORDINANCE; PROVIDING FOR REFERENCE TO CURRENT REFERENCE LITERATURE AND MANUALS; ESTABLISHING TRAINING REQUIREMENTS FOR COMMERCIAL FERTILIZER APPLICATORS; REMOVING LANGUAGE RELATING TO XERISCAPING; AND ADDING SECTION 24-126 WHICH DEFINES THE REQUIREMENTS FOR A SITE SURVEY AND ASSESSMENT.

The Mayor and Commission discussed the proposed ordinance.

Motion to approve Ordinance 2024-15 made by Commissioner Fleurimond, seconded by Commissioner Smith.

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

MOTION PASSED 7-0.

Resolution No. R2025-17 Ordering an End to Fluoridation of the City of North Miami Beach's Water (Vice Mayor Lynn Su)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, ORDERING AN END TO FLUORIDATION OF THE CITY OF NORTH MIAMI BEACH’S WATER; 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 R2025-17 was deferred.

Resolution No. R2025-18 Approving Task Order for Chen Moore and Associates for Engineering Services for Design of Traffic Calming Projects (Samuel Zamacona, Public Works Director)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING MULTIPLE TASK ORDERS FOR PROFESSIONAL ENGINEERING SERVICES FOR THE STUDY & DESIGN OF TRAFFIC CALMING PROJECTS IN AN ESTIMATED AMOUNT OF \$470,455.00, WITH CHEN

MOORE AND ASSOCIATES UNDER THE “CONTINUING SERVICES AGREEMENT” FOR PROFESSIONAL CONSULTING SERVICES; AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; AND SUBJECT TO THE BUDGET APPROPRIATION AND AVAILABILITY OF FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

The Mayor and Commission discussed the proposed resolution.

Motion to defer Resolution R2025-18 to the next Commission meeting made by Commissioner Smith, seconded by Commissioner Fleurimond.

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

Resolution No. R2025-19 Approving Firms Responding to Request for Qualifications RFQ-24-026-SG Recreational Complex Redevelopment Project Phase One (Shereece George Depusoir, Chief Procurement Officer)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING THE QUALIFIED SHORTLISTED FIRMS THAT RESPONDED TO REQUEST FOR QUALIFICATIONS RFQ-24-026-SG RECREATIONAL COMPLEX REDEVELOPMENT PROJECT PHASE ONE: DEVELOPER PRE-QUALIFICATION; AND APPROVING THEIR EXCLUSIVE PARTICIPATION IN PHASE TWO OF THE PROJECT.

Resolution R2025-19 was deferred.

Resolution No. R2025-20 Approving the Transfer of the Singer Building to the North Miami Beach Community Redevelopment Agency (Mario Diaz, City Manager)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER AND CITY ATTORNEY TO NEGOTIATE AND FINALIZE AN INTERLOCAL AGREEMENT PURSUANT TO SECTION 163.01, FLORIDA STATUTES, WITH THE NORTH MIAMI BEACH CRA FOR THE TRANSFER OF THE PROPERTY LOCATED AT 16501 N.E. 15th AVENUE, NORTH MIAMI BEACH KNOWN AS THE SINGER BUILDING FOR AN AMOUNT NOT TO EXCEED \$1,135,028 AND A PERPETUAL PARKING EASEMENT OR SIMILAR ACCESS TO 25 PARKING SPACES FOR AN AMOUNT NOT TO EXCEED \$23,000 PER PARKING SPACE ON THE ADJACENT CITY-OWNED PARKING LOT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE INTERLOCAL AGREEMENT AND PERPETUAL PARKING EASEMENT WITH THE NMB CRA; AUTHORIZING THE CITY MANAGER TO TAKE ALL ACTION NECESSARY TO IMPLEMENT THE TERMS OF THE INTERLOCAL AGREEMENT AND PERPETUAL PARKING EASEMENT WITH THE NMB CRA; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Motion to approve Resolution R2025-20 made by Commissioner Chernoff, seconded by Commissioner Smukler.

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

DISCUSSION

Commissioner Smith expressed that Miami-Dade County and other cities should be paying some of the cost for the NMB trolley service. The Mayor and Commission discussed the issue and gave direction to reach out for any resources to utilize including advertising. Community Redevelopment Agency (CRA) Executive Director Adam Old provided information regarding transportation and transit funding.

CITY MANAGER’S REPORT

City Manager Mario Diaz introduced Stacey Hipsman as the new Director of Human Resources, announced that Juan Pinillos is the Chief of Police and Stuart Nichols is the Deputy Chief of Police, and discussed an upcoming Capital Improvement Program (CIP) projects dashboard.

CITY ATTORNEY’S REPORT

City Attorney Joseph Geller discussed settling personal injury litigation cases and requested to schedule an executive session regarding mediation.

ADJOURNMENT

The meeting was adjourned at 11:06pm.

ATTEST:

(SEAL)

Andrise Bernard, MMC, City Clerk



**Consent Agenda
9.3.**

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

MEMORANDUM

TO:	Mayor and City Commission
FROM:	Shereece George Depusoir, Chief Procurement Officer
VIA:	Mario A. Diaz, City Manager
DATE:	February 18, 2025

Resolution No. R2025-21 Change Order for Advance Stores Company, Inc for the Purchase of
RE: Automotive Parts Accessories and Services for Citywide Fleet Vehicles (Shereece George-Depusoir, Chief Procurement Officer)

Description

Advance Stores Company, Inc. currently supplies automotive parts, accessories, and related products and services to the Public Works Department of the City of North Miami Beach. These parts and services are crucial for the routine maintenance of the city's fleet vehicles.

**BACKGROUND
ANALYSIS:**

The City is utilizing these services through the Omnia Partners cooperative purchasing program, specifically through Prince William County's Contract R-LD-23013-01 for Automotive Parts & Accessories for Light, Medium, and Heavy-Duty Vehicles, which is effective from October 5, 2023, through October 31, 2028. The contract includes the option to renew for two additional two-year periods through October 31, 2032.

Advance Auto Parts, Inc. is a leading automotive aftermarket parts provider with over 4,700 stores primarily within the United States.

RECOMMENDATION: The Public Works Director and Chief Procurement Officer recommend that the City Commission approve and authorize the City Manager, or designee, to approve expenditure with The Advance Stores Company, Inc, in an estimated annual budgeted amount of \$60,000.

FISCAL/ BUDGETARY

IMPACT:

Requesting a Purchase Order for the allocated amount of \$60,000, as approved in the adopted FY25 budget appropriation.

ATTACHMENTS:

Description

- ▣ Resolution_Advance
- ▣ Exhibit A_Advance

RESOLUTION NO. 2025-

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING A PIGGYBACK CONTRACT WITH ADVANCE STORES COMPANY, INC. DBA ADVANCE AUTO PARTS FOR THE PURCHASE OF AUTOMOTIVE PARTS AND ACCESSORIES; IN AN ANNUAL ESTIMATED BUDGETED AMOUNT OF \$60,000; 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, Omnia Partners, through lead agency, Prince William County Public Schools, awarded Contract R-LD-23013-01 Automotive Parts & Accessories for Light, Medium and Heavy Duty Vehicles and Related Products & Services to Advance Stores Company, Inc dba Advance Auto Parts (“Advance Auto”) for a five-year term effective October 5, 2023 through October 31, 2028 with the option to renew for two (2) additional two-year periods through October 31, 2032 (“Piggyback Contract”); and

WHEREAS, the NMB Public Works Department requires \$60,000 for the purchase of automotive parts and related services for the routine maintenance of citywide fleet vehicles; and

WHEREAS, the City shall purchase from Advance Auto through the Omnia Partners agreement, in accordance with the terms, conditions and pricing of the agreement and upon subsequent contract extensions; 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 Chief Procurement Officer recommend that the City Commission approve and authorize the City Manager or designee to execute an agreement in an estimated annual budgeted amount of \$60,000, for the purchase of automotive parts and related services; and

WHEREAS, the Mayor and City Commission believe it is in the best interests of the City to approve and authorize the City Manager or designee to execute an agreement with Advance Stores Company, Inc dba Advance Auto Parts, in an estimated annual budgeted amount of \$60,000, for the purchase of automotive parts and related services.

RESOLUTION NO. R2025-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 Agreement with Advance Stores Company, Inc dba Advance Auto Parts, in substantially the form attached as Exhibit "A," for an estimated annual budgeted amount of \$60,000, for the purchase of automotive parts and related services for the routine maintenance of citywide fleet vehicles, subject to budget appropriation and availability of funds is hereby approved.

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

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

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

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

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

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

RESOLUTION NO. R2025-XX

APPROVED AND ADOPTED by the City of North Miami Beach City Commission at the regular meeting assembled this **18th day of February 2025**.

ATTEST:

ANDRISE BERNARD, MMC
CITY CLERK

MICHAEL JOSEPH
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. R2025-XX



EXHIBIT A

PIGGYBACK/COOPERATIVE PURCHASE REQUEST FORM

Revised 3.23.23

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):



Automotive Parts & Accessories for Light, Medium and Heavy Duty Vehicles and Related Products & Services
Executive Summary

Lead Agency: Prince William County Public Schools
(PWCS)

Solicitation: R-LD-23013

RFP Issued: May 24, 2023

Pre-Proposal Date: June 7, 2023

Response Due Date: June 27, 2023

Proposals Received: 8

Awarded to: Advance Stores Company, Inc. (Advance Auto Parts), contract #R-LD-23013-01

The Prince William County Public Schools (PWCS) Department of Procurement issued R-LD-23013 on May 24, 2023, to establish a national cooperative contract for Automotive Parts & Accessories for Light, Medium and Heavy Duty Vehicles and Related Products & Services

The solicitation included cooperative purchasing language in Section 1, Special Provisions:

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

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

- Prince William County Public Schools website/eVA
- OMNIA Partners website
- USA Today, nationwide
- Arizona Business Gazette, AZ
- San Bernardino County Sun, CA
- Honolulu Star-Advertiser, HI
- The Herald-News – Will County (IL)
- The Advocate – New Orleans, LA

- The New Jersey Herald, NJ
- Albany Times Union, NY
- Daily Journal of Commerce, OR
- The State, SC
- Deseret News, UT
- Richmond Times-Dispatch, VA
- Seattle Daily Journal of Commerce, WA
- Houston Community Newspapers, TX
- Helena Independent Record, MT
- Las Vegas Review-Journal and/or Las Vegas Sun
- Kennebec Journal/Morning Sentinel, ME

Socio-economic Outreach: To encourage participation of small businesses, minority owned businesses and women owned businesses were notified of the Request for Proposal.

On June 27, 2023 proposals were received from the following offerors:

- Elliott Auto Supply Co., Inc dba Factory Motor Parts
- DPF Services, LLC
- Parts Authority, LLC
- K. Neal
- Advance Auto Parts
- Midwest Motor Supply Co.
- Northern Virginia Supply, Inc.
- Lawson Products, Inc.

The proposals were evaluated by an evaluation committee. Using the evaluation criteria established in the RFP, the committee elected to enter into negotiations with Advance Auto Parts and proceeding with contract award upon successful completion of negotiations.

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

PWCS, OMNIA Partners and Advance Auto Parts successfully negotiated a contract, and PWCS executed the agreement with a contract effective date of October 5, 2023.

Advance Stores Company is a leading automotive aftermarket parts provider that services both professional installer and do-it-yourself customers. Advance operates approximately 5,000 company-owned stores. In addition to auto parts, Advance also offers hand tools and power tools for automotive repair work and equipment for automotive service centers.

Contract includes:

- Aftermarket parts and supplies for maintaining light, medium and heavy-duty vehicles, SUV's, fire apparatus, buses and construction equipment.
- Fluids, lubricants, chemicals, shop supplies, tools, shop equipment and automotive accessories
- Battery testing, inventory replenishment management systems, on-site parts room management, loaner tool program, and technician training

Term:

Initial five-year agreement from October 5, 2023 through October 31, 2028 with the option to renew for two (2) additional two-year periods through October 31, 2032.

Pricing/Discount: Discount off list price between 35% - 65%

Website: [Advance Auto Parts](#) | [OMNIA Partners](#) | [xContract Documents](#)



October 5, 2023

Sent via email: laura.payne@advance-auto.com

Advance Stores Company Inc. dba Advance Auto Parts
4200 Six Forks Road
Raleigh, NC 27609

Reference: Request for Proposal, # R-LD-23013, Automotive Parts and Accessories for Light, Medium, Heavy-Duty Vehicles and Related Products and Services

Acceptance Agreement R-LD-23013-01

This Acceptance Agreement R-LD-23013-01 indicates a contract award between Prince William County Schools (PWCS) (as Lead Agency for OMNIA Partners) and Advance Stores Company Inc. dba Advance Auto Parts (Contractor) for its entirety for RFP# R-LD-23013 Automotive Parts and Accessories for Light, Medium, Heavy-Duty Vehicles and Related Products and Services on an as-needed basis from the date of PWCS signature on this Acceptance Agreement through October 31, 2028, with the option to renew for two (2) additional two-year periods.

This Acceptance Agreement shall consist of the following contract documents and in the event of a conflict between or among the contract documents, the documents are listed in the order of precedence as follows:

1. This signed Acceptance Agreement, and contract modifications and/or renewals hereafter;
2. Contractor's Negotiation and Best and Final Offer letter dated August 4, 2023;
3. RFP # R-LD-23013, Automotive Parts and Accessories for Light, Medium, Heavy-Duty Vehicles and Related Products and Services dated May 24, 2023 and Addendum #1 dated June 14, 2023;
4. Contractor's Certificate of Insurance (COI) and provided to PWCS annually and/or as updated;
5. Memorandum of Negotiations, Attachment A;
6. Contractor's Proposal Response dated June 26, 2023.

Please note this is an indefinite quantity contract. Authorized individuals will place orders via purchase order for specific goods covered by this contract as requirements arise. All questions regarding this contract should be directed to the Contract Administrator, Lesley Dean at 703-791-8740 or email at DeanL.M@pwcs.edu.

**Advance Stores Company Inc.
dba Advance Auto Parts**


Todd Sanders (Oct 5, 2023 14:45 EDT)

Legally Authorized Signature

Todd Sanders, SVP Strategic Accounts

Printed Name

Sept 28, 2023

Date

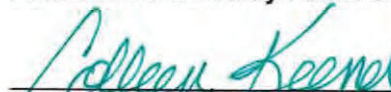
954-383-2369

Telephone:

laura.payne@advance-auto.com

Email

Prince William County Public Schools



Colleen Keener, CPPB, CPCP, VCO, VCA
Supervisor of Purchasing

October 5, 2023

Date

PURCHASING OFFICE

Negotiation Letter
Clarifier Points, Best and Final Offer
RFP #: R-LD-23013


Automotive Parts & Accessories for Light, Medium, Heavy-Duty Vehicles & Related Products and Service

BEST AND FINAL OFFER (BAFO Percentage Discount)

Include any enhancements/updates to the proposal and explain all other anticipated costs that you are submitting as part of this BAFO. The changes would be made to Attachment A, Tab 7: Products and Pricing as included in your original proposal response.

Description/Manufacture/Category (please use additional pages, if needed)	Percentage Discount
Automotive Filters	67 %
Tools & Equipment	35 %
All other items sold by Advance.	50 %
Please provide any additional considerations. Add additional pages, if needed. _____ _____ _____ _____ _____ _____	

Full Legal Name of Offeror: Advance Stores Company Incorporated dba Advance Auto Parts
 (PRINT/TYPE)

Authorized Signature: 
Todd Sanders, (Aug 15, 2023 21:19 EDT)
 Todd Sanders, SVP Strategic Accounts

Date: August 15, 2023

RETURN NO LATER than August 7, 2023, by 2:00 pm EST.
BEST AND FINAL OFFER: R-LD-23013



**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:	Hamid Nikvan, NMB Water Director
VIA:	Mario A. Diaz, City Manager
DATE:	February 18, 2025

RE: Resolution No. R2025-22 Change Order for Afton Pumps Inc., for the Purchase of Pumps and Motors for NMB Water Production (Hamid Nikvan, NMB Water Director)

Description

North Miami Beach Water Department requires two spare pumps and motors for its Nano Water Treatment System. Afton Pumps, Inc. is the sole and exclusive manufacturer of the required pumps and motors. These critical components are essential for maintaining normal operations at the Water Plant, where they pump water from underground wells into the storage tank, initiating the first stage of water treatment.

**BACKGROUND
ANALYSIS:**

The Nano Water Plant operates five wells, each equipped with identical pumps and motors. Since these wells run continuously to provide water for potable water production, spare pumps and motors are necessary to prevent downtime in the event of a malfunction.

A Notice to Sole Source (Ref: NTS-24-042-KC), was published on the Periscope E-Procurement portal on December 3, 2024, through December 10, 2024. The notice, outlined the City's intention to proceed with the sole-source procurement methodology for the purchase of pumps and motors from Afton Pumps, Inc. During that period, the City did not receive or could not substantiate the same products or services from alternate vendors.

The NMB Water Director and Chief Procurement Officer recommend that the City Commission approve and authorize the City Manager or designee

RECOMMENDATION:to approve the Sole Source purchase with Afton Pumps, Inc. in an estimated budgeted amount of \$357,706 for the purchase of pumps and motors. This recommendation ensures the continued functionality of the Nano Water Treatment System by securing the necessary spare parts, preventing potential operational disruptions, and maintaining a reliable water supply to our service areas.

FISCAL/ BUDGETARY IMPACT: Requesting a Purchase Order for the allocated amount of \$357,706, as approved in the adopted FY25 budget appropriation.

ATTACHMENTS:

Description

- ▣ Resolution_Afton
- ▣ Exhibit A_Afton

RESOLUTION NO. R2025

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING A PURCHASE ORDER WITH AFTON PUMPS, INC. FOR THE SOLE SOURCE PURCHASE OF PUMPS AND MOTORS IN AN ESTIMATED BUDGETED AMOUNT OF \$357,706, AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; SUBJECT TO THE BUDGET APPROPRIATION AND AVAILABILITY OF FUNDS; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, Section 3-4.5 of the Code of Ordinances City of North Miami Beach, Florida 2008 (“Code”) provides that purchases of the following material and services shall be exempt from the bidding process and subject to the spending limitation provided in subsection 3-3.14a. “Sole Source Purchase”, which states “sole source supplies and services, such as unique, patented, or franchised supplies or services are exempt if the Purchasing Agent determines, after conducting a good faith review of available sources, that the particular supply or service is available from one (1) source;” and

WHEREAS, A Notice to Sole Source (Ref: NTS-24-042-KC), was published on the Periscope E-Procurement portal outlining the City’s intention to proceed with the sole-source procurement methodology for the purchase of pumps and motors from Afton Pumps, Inc. During that period, the city did not receive and or could not substantiate the same products or services from alternate vendors; and

WHEREAS, the Norwood Water Treatment Plant is in need of two spare pumps and motors for its Nano Treatment System. These components are essential for the continuous production of potable water to the North Miami Beach Community and its environs.

WHEREAS, Afton Pumps, Inc. (“Afton Pumps”) is the sole and exclusive manufacturer of the Model VST 12x16-2 stage pump currently being used at the Water Treatment Plant; 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 a sole-source purchase in an estimated budgeted amount of \$357,706 for pumps and motors with Afton Pumps, Inc.; and

WHEREAS, the Mayor and City Commission believe it is in the best interests of the City to approve a sole-source purchase in an estimated budgeted amount of \$357,706 for pumps and motors with Afton Pumps, Inc.

RESOLUTION NO. R2025-X

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 sole source purchase, in substantially the form attached as Exhibit “A”, for the purchase of pumps and motors in an estimated budgeted amount of \$357,706 with Afton Pumps, Inc. subject to budget appropriation and availability of funds is hereby approved.

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

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

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

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

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

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

APPROVED AND ADOPTED by the City of North Miami Beach City Commission at the regular meeting assembled this **18th day of February 2025**.

ATTEST:

ANDRISE BERNARD, MMC
CITY CLERK

MICHAEL JOSEPH
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

EXHIBIT A

Solicitation NTS-24-042-KC

Purchase of Pumps and Motors from Afton Pumps, Inc.

Bid Designation: Public



City of North Miami Beach

Bid NTS-24-042-KC

Purchase of Pumps and Motors from Afton Pumps, Inc.

Bid Number **NTS-24-042-KC**

Bid Title **Purchase of Pumps and Motors from Afton Pumps, Inc.**

Bid Start Date **Dec 3, 2024 3:50:29 PM EST**

Bid End Date **Dec 10, 2024 2:00:00 PM EST**

Bid Contact **Kemesia Clarke**
 Purchasing Specialist

Description

This is not a Request for Proposals and there is no solicitation available. The proposed contract action is for product or services for which the City intends to negotiate and award with only one source under the authority of the City of North Miami Beach City Code Section 3-4.8. Any responses received as a result of this Notice of Intent shall be considered solely for the purpose of determining whether to conduct a competitive procurement. Responses will not be considered as proposals, bids, or quotes.

The City of North Miami Beach, Florida intends to negotiate a Sole Source procurement:

Request Department/Office: NMB Water

Product and/or services to be purchased: Purchase of Pumps and Motors from Afton Pumps, Inc.

Anticipated Cost: \$357,706.00

Sole Source Justification: The Norwood Water Plant needs to purchase two spare Biscayne well pumps and motors for the Nano treatment system. Afton Pumps, Inc. is the sole and exclusive manufacturer of the pumps. By purchasing the proposed pumps from Afton Pumps, Inc., the City will be purchasing like equipment to the existing pumps owned and operated by the City.

Active to be Taken: Interested firms or individuals may identify their interest and capability to respond to the requirement by submitting in writing their name, address, point of contact, telephone number, email, and a statement regarding capability to provide the specified procurement per the attached specifications. Interested firms will be considered only if they respond with clear and convincing documentation that they are capable of meeting or exceeding the requirements stated herein. All responses received within seven (7) calendar days after the date of publication of this synopsis will be reviewed by the City. A determination by the Chief Procurement Officer & sourcing Buyer II not to compete this proposed action based on the responses to this notice is solely within the discretion of the Chief Procurement Officer.

All responses must be in writing and returned to ATTN: City of North Miami Beach, 17011 NE 19th Ave., Suite 315, North Miami Beach, FL 33162 by: e-mail to bids@citynmb.com . Note the number of the Sole Source Information inquiry on documentation.



Notice of Intent to Award a Sole Source Procurement

Subject: Purchase of Pumps and Motors from Afton Pumps, Inc.

Document Number: NTS-24-042-KC

Date: December 3, 2024

Written Response Due: December 10, 2024

Time: 2:00 PM EDT

E-mail Address: bids@citynmb.com

This is not a Request for Proposals and there is no solicitation available. The proposed contract action is for product or services for which the City intends to negotiate and award with only one source under the authority of the City of North Miami Beach City Code Section 3-4.8. Any responses received as a result of this Notice of Intent shall be considered solely for the purpose of determining whether to conduct a competitive procurement. Responses will not be considered as proposals, bids, or quotes.

The City of North Miami Beach, Florida intends to negotiate a Sole Source procurement:

Request Department/Office: NMB Water

Product and/or services to be purchased: Purchase of Pumps and Motors from Afton Pumps, Inc.

Anticipated Cost: \$ 357,706.00

Sole Source Justification: The Norwood Water Plant needs to purchase two spare Biscayne well pumps and motors for the Nano treatment system.

Afton Pumps, Inc. is the sole and exclusive manufacturer of the pumps. By purchasing the proposed pumps from Afton Pumps, Inc., the City will be purchasing like equipment to the existing pumps owned and operated by the City.

Active to be Taken: Interested firms or individuals may identify their interest and capability to respond to the requirement by submitting in writing their name, address, point of contact, telephone number, email, and a statement regarding capability to provide the specified procurement per the attached specifications. Interested firms will be considered only if they respond with clear and convincing documentation that they are capable of meeting or exceeding the requirements stated herein. All responses received within seven (7) calendar days after the date of publication of this synopsis will be reviewed by the City. A determination by the Chief Procurement Officer & sourcing Buyer II not to compete this proposed action based on the responses to this notice is solely within the discretion of the Chief Procurement Officer.

All responses must be in writing and returned to ATTN: City of North Miami Beach, 17011 NE 19th Ave., Suite 315, North Miami Beach, FL 33162 by: e-mail to bids@citynmb.com. Note the number of the Sole Source Information inquiry on documentation.



SOLE SOURCE REQUEST FORM

PROCUREMENT MANAGEMENT DIVISION

TO: Mario A. Diaz
City Manager

VIA: Chief Procurement Officer

FROM: (Name) (Department) with handwritten initials PM

DATE:

RE:

Annual Expenditure not to Exceed: \$ Vendor #

Section 3-4.5 Exemptions for Bidding, Purchase of the following materials and services shall be exempt from the bidding process and subject to the spending limitations provided in subsection 3-3.14, unless otherwise provided by State law: a. Sole source purchases. Sole-source supplies and services, such as unique, patented, or franchised supplies or services, are exempt if the Purchasing Agent determines, after conducting a good faith review of available sources, that the particular supply or service is available from only one (1) source.

Sole Source Justification: 3-4.8 Sole Source Purchasing. Department heads may recommend purchase of a part, commodity, or service from a sole source supplier after a reasonable search has been made to find other suppliers. The recommendation shall include a written justification documenting the potential vendors contacted, and the results. The Purchasing Agent shall either confirm the lack of additional suppliers or inform the Department of potential suppliers.

Large empty rectangular box for justification text.

Approved Date
Chief Procurement Officer (Up to \$25,000)
Mario A. Diaz, City Manager (Up to \$50,000)

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



PROCUREMENT EXPLANATION MEMO

PROCUREMENT MANAGEMENT DIVISION

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

VIA: Chief Procurement Officer

FROM: _____
Name

PM

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):



7335 Avenue N., Houston, Texas 77001-1709
P. O. Box 9426, Houston, Texas 77261-9426
713.923.9731
FAX 713.923.3902
E-mail: info@aftonpumps.com

November 27, 2024

Ref: North Miami Beach –Biscayne WP

Afton Proposal Number RS-24-1160-RT REV

Afton Pumps is pleased to provide the following offering for the RO well pumps and motors . The proposed pumps are identical in materials of construction and hydraulic performance to the initial Well pumps currently in service. This quote is for submersible bowl assembly and motor with power cable only.

Item: Biscayne WP-13B

Qty (2) 12 X 16 – 2 stage bowl assembly, model VST complete with Hitachi 200 HP, 1800 rpm, 460 volt, 3 phase, 60 hertz, submersible motor and 115 ft of electrical cable.

Price each \$178,853.00 Quantity of 2.....\$357,706.00

Freight to site included

=====

Quote Valid Through 02/28/2025

**This price does not include column or discharge elbow.

Submittals will be available in 4-6 weeks after acceptance of an order.

Delivery will be approximately 24-26 weeks after the release to manufacture and is based on current factory workload which is subject to change.

Terms of payment will be NET 30.

Thank you for the opportunity to submit this proposal for your evaluation and consideration. If there are any questions please do not hesitate to contact me.

Best regards,
Afton Pumps, Inc.

Roland Torres
713-923-9731



November 8, 2024

Carlos Carrazana
Water Plant Manager
Norwood Water Plant
City of North Miami Beach
19150 NW 8th Ave.
Miami Gardens, FL 33169

Subject: Afton Sole Source Letter

Dear Mr. Carrazana:

Trippensee Shaw, Inc., as the authorized exclusive representative for Afton Pumps, Inc. for the state of Florida, is pleased to provide this letter confirming that Afton Pumps, Inc. is the sole and exclusive manufacturer of the Model VST 12x16-2 stage pump. By purchase of the proposed pump from Afton pumps, the City will be purchasing like equipment to the existing pumps owned and operated by the City.

We appreciate this opportunity to work with City of North Miami Beach. Please contact me at your convenience at 407.222.0575 if we can be of further service.

Best regards,

A handwritten signature in black ink, appearing to read "L. Todd Shaw", written over a light gray dotted background.

L. Todd Shaw, P.E.
Trippensee Shaw, Inc.

Question and Answers for Bid #NTS-24-042-KC - Purchase of Pumps and Motors from Afton Pumps, Inc.

Overall Bid Questions

There are no questions associated with this bid.



**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:	Ricardo Castillo, Chief Information Officer
VIA:	Mario A. Diaz, City Manager
DATE:	February 18, 2025

RE: Resolution No. R2025-23 Approving an Agreement with Cooper General Corporation for the Purchase of Radio Consoles for the NMB Police Department (Ricardo Castillo, Chief Information Officer)

Description

The North Miami Beach Police Department has identified the need to replace the existing radio consoles and back-up base stations within the Communications Unit as they have reached their end of life. Upgraded radio consoles and equipment are critical for ensuring reliable, clear communication between dispatchers and Police Officers, ultimately enhancing public safety.

Cooper General, based in Miami, Florida, is a leading provider of public safety communication systems, including in-building radio frequency coverage analysis and design. The purchase will be made through the Miami Dade County Request to Qualify (RTQ) pool, which includes pre-qualified vendors capable of delivering Harris Radio Components, Battery Packs, and Services under Miami Dade County RTQ-01174. This contract is effective from September 1, 2019, through August 31, 2029.

**BACKGROUND
ANALYSIS:**

As per the Request to Qualify Contract requirement, proposals were solicited from the three pool vendors:

1. Cooper-General Corporation
2. Global Technology Systems Inc. (GTS)
3. L3 Harris Technologies

However, GTS was unable to submit a proposal due to lack of the required

equipment. As a result, proposals were received from Cooper General and L3 Harris Technologies. Upon review by the North Miami Beach Police and Procurement Departments, it was determined that Cooper General's proposal offered the lowest bid and met the Police Department's requirements.

The total estimated cost for the purchase of the radio communication equipment from Cooper General is \$92,000.

RECOMMENDATION: The Chief of Police and the Chief Procurement Officer recommend that the City Commission approve and authorize the City Manager or designee to issue a purchase order for radio communication equipment from Cooper General Corporation in an estimated budgeted amount of \$92,000.

FISCAL/ BUDGETARY IMPACT: Requesting a Purchase Order for the allocated amount of \$92,000, as approved in the adopted FY25 budget appropriation.

ATTACHMENTS:

Description

- ☐ Resolution_Cooper
- ☐ Exhibit A_Cooper

RESOLUTION NO. 2025-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 COOPER-GENERAL CORPORATION, FOR THE PURCHASE OF RADIO CONSOLES IN COMMUNICATION; IN A BUDGETED AMOUNT OF \$92,000.00; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, Miami Dade County issued and awarded Bid No. RTQ-01174 to provide Harris Radio Components, Battery Packs and Services effective September 01, 2019 through August 31, 2029; and

WHEREAS, to enhance the safety of City residents, the North Miami Beach Police Department seeks to replace its existing radio consoles with a new and upgraded system that will ensure clear and reliable communication between dispatchers and Officers; 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 \$92,000 for the purchase of radio communication consoles; 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 \$92,000.00 for the purchase radio communication consoles with Cooper-General Corporation.

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

RESOLUTION NO. 2025-XX

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 Cooper-General Corporation in substantially the form attached as Exhibit “A” for an estimated budgeted amount of \$92,000, for the purchase radio communication consoles, 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 **18th day of January 2025**.

ATTEST:

ANDRISE BERNARD, MMC
CITY CLERK

MICHAEL JOSEPH
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

EXHIBIT A



PIGGYBACK/COOPERATIVE PURCHASE REQUEST FORM

Revised 3.23.23

PROCUREMENT MANAGEMENT DIVISION

Requesting Department: Police Department
Primary Contact Name: Nichole Camacho
Primary Contact E-mail: Nichole.Camacho@NMBPD.org
Secondary Contact Name: Ricardo Castillo
Secondary Contact E-mail: Ricardo.Castillo@NMBPD.org
Department Phone: 754-224-8468
Department Fax: 305-787-6009

Company Name: Cooper General
Contact Name: Cristian Garcia
Company Address: 1785 NW 79th Ave
Miami, FL 33126
Company Phone: 786-644-5796 x.104
Company Fax: N/A
Company E-mail: coopersales@coopergeneral.net
Vendor Registration #: 495236

Piggyback Contract Details

- Contract Title: Harris Radio Parts, Batteries Services
a. Awarding Agency Miami-Dade County Police Department b. Solicitation # RTQ-01174
c. Solicitation included? Yes Awarded Letter included? Yes Proposal/Quote from Company included? Yes
- Description of the Scope of Service of This Contract: Upgrade of Radio Consoles in Communications (End of Life)
- Total Value of Contract: \$ 91,862.76
- Account Number(s): FY _____ FY _____

Contract Verification Information

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

Required Documents Checklist

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)

- Provide details (expiration dates, special requirements, etc). _____
- Will this require matching funds? Yes No
- Grant source? _____ Grant (dollar) amount? _____
- 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: Cmdr. Nichole Camacho  11/13/2024

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: **Shereece George**
Chief Procurement Officer

FROM: **Nichole Camacho** 
Name
Commander/Police Department
Title/Department

DATE: July 13, 2024

RE: Upgrade of Radio Consoles in Communications (Current consoles and base stations are End of Life)

Fiscal Amount not to Exceed: \$91,862.76

Vendor #495236

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

The current radio consoles and back-up base stations in Communications have reached their end of life. Updated radio consoles and equipment are essential for reliable and clear communication between dispatchers and police officers; enhancing safety.

Background:

This is for the purchase of updated radio consoles, back-up base stations and equipment for the Communications Unit. This purchase will replace the outdated equipment we currently have.

Recommendation:

It is my recommendation that we proceed with this purchase. We continue to use Cooper General for radio equipment purchases and they have provided reliable equipment and great service.

Fiscal Impact / Account Number(s):

\$91,862.76

Contact Person(s):

Nichole Camacho 754-224-8468, Nichole.Camacho@NMBPD.org



Pool No.: RTQ-01174
 Pool Title: Harris Radio Components, Battery Packs, and Services
 Pool Term: September 1, 2019- August 31, 2029
 Contract Value: \$11,250,000
 Contracting Officer: Christian Chavez
 Phone: (305) 375-4052
 Email: christian.chavez@miamidade.gov

A. Pool Overview:

This Request to Qualify (RTQ) establishes a pool of pre-qualified vendors capable of delivering/providing Harris Radio Components, Battery Packs, and Services for Miami-Dade County.

B. Groups, Brands, and/or Manufacturers:

The County prequalified vendors in the following three (3) groups:

- Group 1 – Harris Radio Parts and Components
- Group 2 – Harris Battery Packs
- Group 3 - Harris Calibration, Repair and Technical Support Services

C. Pre-Qualified Vendors:

Company Name	Contact Information	Group
Cooper General Corporation	Michael Fresco mfresco@coopergeneral.com Jose Solis jsolis@coopergeneral.com	1, 2, 3
Global Technology Systems Inc	Ashley Anderson crm@gtspower.com	1, 2
L3 Harris Technologies	Jose L. Vasquez jose.vasquez@harris.com Harris Customer Focus PSPC_QUOTES@l3harris.com	1, 2, 3

D. Spot Market Quote Procedures:

Prior to advertisement

Prior to advertising an ITQ or WOPR, Departments are reminded that:

- Ensure you are using the latest ITQ template: <https://intrax.miamidade.gov/procurement/library/itq-solicitation-template.pdf>
- Ensure you are inviting all applicable vendors to participate in the ITQ or WOPR. Unless bidding to a specific group or as otherwise outlined in the RTQ, all vendors shall be invited to participate in the ITQ or WOPR.
- Insurance Requirements, if necessary, should be detailed in the subsequent spot market solicitation. All ITQs and WOPRs shall be sent to Risk Management (insurance@miamidade.gov) with a copy to Odilon.Joseph@miamidade.gov and Maxine.Lodenquai@miamidade.gov for review of applicable insurance requirements, prior to issuing the ITQ/WOPR. The requirements provided by Risk Management must be included in your ITQ/WOPR.
- All ITQs and WOPRs must be submitted to the Small Business Division of the Internal Services Department (SBDPRP@MIAMIDADE.GOV) for Small Business Enterprise measures and wage requirements prior to issuing the

ITQ/WOPR. The measures and wage requirements provided by Small Business must be included in your ITQ/WOPR.

- All ITQs must be posted to the Cone of Silence Log located here: <https://intrax.miamidade.gov/apps/ISD/SBDCOS/Home/Index>.

Prior to award recommendation

Prior to making an award, Departments are reminded that:

- Apply all SBE preferences and local preferences, as applicable.
- Obtain a signed Non-Collusion Affidavit from the vendor to be recommended for award if the award value exceeds \$250,000. The Collusion Affidavit shall list all vendors that participated in the process.
- Check that the recommended vendor is responsible; including checking the pre-award Vendor Website at <http://intra.miamidade.gov/procurement/vendor-compliance.asp>. Departments may want to include a check of the vendor's performance history in BTS. (Go to Vendors Home Page, click on Registered Vendors, locate the vendor, in that vendor's profile, click on the Non.Perf.Hist. button.)
- Check that the vendor has the applicable insurance on file in the Risk Management database. If not, seek an insurance certificate for the proper coverages from the recommended vendor and return a copy to Risk Management.

At Award Recommendation

- Pursuant to Section 2-11.1(t) of the County Code, all ITQs and WOPRs are subject to the Cone of Silence. Once an award recommendation is made, the department issuing the ITQ shall log onto the Cone of Silence Report and remove the project here: <https://intrax.miamidade.gov/apps/ISD/SBDCOS/Home/Index>.
- In your notice to participants of the quote results, copy the Clerk of the Board (clerkbcc@miamidade.gov) and include language advising the vendor that the Cone of Silence is lifted.
(sample language - In accordance with the referenced solicitation, and Section 2-8.4 of the Code of Miami-Dade County, you are hereby notified that the ___ department, recommends award of this quote to: _____. Our provision of this notice also serves to confirm the lifting of the Cone of Silence from this procurement action as dictated by Section 2-11.1(t) of the County Code.)
- When the award value exceeds \$25,000, allow for a three (3) business day protest period, beginning the day after the award recommendation is posted with the Clerk and notification is sent to all participants.
- ITQ's may be awarded to the vendors with the lowest price in the aggregate, per-group, or in a per-item basis. Departments must clearly identify the Method of Award within all ITQ's issued under this contract.

Post-Award Recommendation

- Pursuant to Ordinance 23-28, Any contract award for goods and services exceeding \$5,000,000 under a prequalification pool is subject to Board ratification. Each client department is responsible for ratification of their spot markets under the Ordinance.
- **Record Retention:** For each purchase order issued under this contract, the user department shall maintain a record of the purchase including: all quotes sought, all quotes obtained, required exception forms, and any other documentation supporting each purchase to ensure compliance and to establish the necessary accountability for audit. The record shall be maintained by the user department in a location (either electronic or paper) easily accessible for review or audit in accordance with the County Records Retention regulations.

It is the responsibility of the user Department Director to ensure compliance with the above-mentioned procedures. Purchases under this pool will be subject to random review or audit by County authorities, including but not limited to, the Strategic Procurement Department, Audit and Management, and the Office of the Inspector General.



Cooper-General Corporation

1785 NW 79th Avenue
 Doral, FL 33126
 Ph: 305-223-6399 Fax: 305-559-6624
 E-Mail: coopersales@coopergeneral.net

Quote

Date	Quote #
2/3/2025	10940

Name / Address
NMB Police Department 16901 NE 19th Avenue North Miami Beach, FL 33162 Email: Pay@NMBPD.ORG

Ship To
City Of NMB Police Dept. 16901 NE 19th Avenue North Miami Beach, FL 33162

Terms	Lead Time	F.O.B.	Rep	Sale Representative	Buyer
NET 30	4-6 Weeks ARO		CMG	C.Garcia	Nichole Camacho

Item	Description	Qty	Cost	Total
VS-CR1V	ROUTER,ISR,C1111-4P	1	1,350.00	1,350.00
VS-MN3X	KIT, C1111 ROUTER SITE MTG	1	113.88	113.88
UD-SW1N	SW,SYMPHONY PC APP	1	146.00	146.00
UD-SG1F	SOFTWARE,REMOTE BATON	1	80.30	80.30
UD-ZM1E	Console, Bundle, Premier, Win10	2	32,047.00	64,094.00
UD-AB1A	SPEAKER, NANO, SYMPHONY	6	215.35	1,292.10
UD-CU8X	Monitor, 22In Class, Non-TouchScreen, HD	2	711.75	1,423.50
UD-AB1K	CABLE,DISPLAYPORT TO DVI-D,10FT	2	40.00	80.00
UD-AB1F	MOUSE, OPTICAL, USB, SCROLL WHEEL	2	10.95	21.90
UD-AB1G	KEYBOARD, 104 KEY, USB, HUB	2	135.05	270.10
UD-AB1D	SINGLE FOOTSWITCH, USB, SYMPHONY	2	204.40	408.80
UD-AB1M	DESK MIC, DB9	2	178.85	357.70
UD-AB1B	JACK BOX, 6 WIRE	2	328.50	657.00
CM-022218-3006WJ	Adapter,6 Wire Jackbox to Headset	2	401.50	803.00
2C-CM22218-0305	HEADSET,OVER-THE HEAD SOLID BOOM	2	204.40	408.80
NS-SG2C	LICENSE,CONSOLE TALKPATH	24	182.50	4,380.00
CM-022218-001101	License, Vocoder (1 for P25, 1 for Opensky)	2	73.00	146.00
XZ-CA6W	CABLE,SYMPHONY,BACKUP RADIO INTF,BASIC	2	146.00	292.00
MM100UD	MANUAL,OP/INSTA/CONFIG,SYMPHONY,CD	2	18.25	36.50
XT-MPS1M	XL-185M, SINGLE-BAND	2	2,784.95	5,569.90
XT-PL4U	FEATURE, SINGLE-KEY DES ENCRYPTION	2	0.00	0.00
XT-PL9E	FEATURE, SINGLE-KEY AES ENCRYPTION	2	0.00	0.00
XT-PL4F	FEATURE, PHASE 2 TDMA	2	182.50	365.00
XT-PL4L	FEATURE, SINGLE BAND, 7/800	2	0.00	0.00
XT-PKGPT	FEATURE PACKAGE, P25 TRUNKING	2	1,168.00	2,336.00
XT-CA6L	CABINET, XL DESKTOP, 120V,	2	474.50	949.00

Total

1. Quote is valid for 30 days from date issued. 2. Availability subject to stock at time of order. 3. Please reference my quote No. on your P.O.	Cancelled orders will result in a 25% cancellation and restocking fee. In addition to any freight incurred.
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Cooper-General Corporation

1785 NW 79th Avenue
 Doral, FL 33126
 Ph: 305-223-6399 Fax: 305-559-6624
 E-Mail: coopersales@coopergeneral.net

Quote

Date	Quote #
2/3/2025	10940

Name / Address
NMB Police Department 16901 NE 19th Avenue North Miami Beach, FL 33162 Email: Pay@NMBPD.ORG

Ship To
City Of NMB Police Dept. 16901 NE 19th Avenue North Miami Beach, FL 33162

Terms	Lead Time	F.O.B.	Rep	Sale Representative	Buyer
NET 30	4-6 Weeks ARO		CMG	C.Garcia	Nichole Camacho
Item	Description	Qty	Cost	Total	
XT-CA6R	CABLE, POWER, Y-SPLIT, DESKTOP	2	127.75	255.50	
XT-CA6A	CABLE, XL-MOBILE, ETHERNET, 45CM	2	16.00	32.00	
XT-MC6C	MICROPHONE, XL-MOBILE, DESKTOP	2	178.85	357.70	
XT-CA6M	CABLE, XL DESKTOP, ACCESSORY	2	182.50	365.00	
XT-MA4C	BRACKET, MOUNTING, XL CONTROL HEAD	2	49.64	99.28	
XT-LS6A	SPEAKER, EXTERNAL MOBILE	2	43.80	87.60	
XT-CA6F	CABLE, XL-MOBILE, SPEAKER ACCY	2	87.60	175.20	
XT-CP6A	CONTROL UNIT, XL-CH	2	1,204.50	2,409.00	
Installations	Cooper General Installation	1	2,500.00	2,500.00	
				Total	\$91,862.76

1. Quote is valid for 30 days from date issued. 2. Availability subject to stock at time of order. 3. Please reference my quote No. on your P.O.	Cancelled orders will result in a 25% cancellation and restocking fee. In addition to any freight incurred.
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Quote Name: North Miami Beach PD_Console_16231_12262024

Nichole Camacho | Commander
 North Miami Beach Police Department
 Administrative Division
 T (305) 949-5500 ext. 2555

Date: 12/26/2024 Valid for 30 days
 Sales POC: Patricia Capparelli
 Sales Account Manager / South Florida
 Mobile: +1-954-683-3971
 Patricia.Capparelli@L3Harris.com

L3Harris' Internal Use Only	
Quote by:	C.Corrigan
CRM #	
CCC Case #	INC-000348194

Item	Part Number	Description	Qty	List Price	Discount	Sale Price	Extended Sale Price
1	VS-CR1V	ROUTER,ISR,C1111-4P	1	\$ 1,850.00	0%	\$ 1,850.00	\$ 1,850.00
2	VS-MN3X	KIT, C1111 ROUTER SITE MTG	1	\$ 156.00	0%	\$ 156.00	\$ 156.00
3	UD-SW1N	SW,SYMPHONY PC APP	1	\$ 200.00	35%	\$ 130.00	\$ 130.00
4	UD-SG1F	SOFTWARE,REMOTE BATON	1	\$ 110.00	35%	\$ 71.50	\$ 71.50
5	UD-ZM1E	CONSOLE,BUNDLE,PREMIER,WIN10	2	\$ 56,200.00	35%	\$ 36,530.00	\$ 73,060.00
6	UD-AB1A	SPEAKER, NANO, SYMPHONY	6	\$ 295.00	0%	\$ 295.00	\$ 1,770.00
7	UD-CU8X	MONITOR, 22IN CLASS, NON-TOUCHSCREEN,HD	2	\$ 975.00	0%	\$ 975.00	\$ 1,950.00
8	UD-AB1K	CABLE,DISPLAYPORT TO DVI-D,10FT	2	\$ 40.00	0%	\$ 40.00	\$ 80.00
9	UD-AB1F	MOUSE, OPTICAL, USB, SCROLL WHEEL	2	\$ 15.00	0%	\$ 15.00	\$ 30.00
10	UD-AB1G	KEYBOARD, 104 KEY, USB	2	\$ 185.00	0%	\$ 185.00	\$ 370.00
11	UD-AB1D	SINGLE FOOTSWITCH, USB, SYMPHONY	2	\$ 280.00	0%	\$ 280.00	\$ 560.00
12	UD-AB1M	DESK MIC, DB9	2	\$ 245.00	0%	\$ 245.00	\$ 490.00
13	UD-AB1B	JACK BOX, 6 WIRE	2	\$ 450.00	0%	\$ 450.00	\$ 900.00
14	CM-022218-3006WJ	Adapter,6 Wire Jackbox to Headset	2	\$ 550.00	35%	\$ 357.50	\$ 715.00
15	2C-CM22218-0305	HEADSET,OVER-THE HEAD SOLID BOOM	2	\$ 280.00	35%	\$ 182.00	\$ 364.00
16	NS-SG2C	LICENSE,CONSOLE TALKPATH	24	\$ 250.00	35%	\$ 162.50	\$ 3,900.00
17	CM-022218-001101	License,Vocoder	2	\$ 100.00	35%	\$ 65.00	\$ 130.00
18	14017-0104-01	CABLE,SYMPHONY,BACKUP RADIO INTERFACE	2	\$ 95.00	35%	\$ 61.75	\$ 123.50
19	MM100UD	MANUAL,OP/INSTA/CONFIG,SYMPHONY,CD	2	\$ 25.00	35%	\$ 16.25	\$ 32.50
20	XT-MPS1M	MOBILE, XL-185M, SINGLE-BAND	2	\$ 3,815.00	35%	\$ 2,479.75	\$ 4,959.50
21	XT-PL4U	FEATURE, SINGLE-KEY DES ENCRYPTION	2	\$ 0.01	35%	\$ 0.01	\$ 0.02
22	XT-PL9E	FEATURE, SINGLE-KEY AES ENCRYPTION	2	\$ 0.01	35%	\$ 0.01	\$ 0.02
23	XT-PL4F	FEATURE, PHASE 2 TDMA	2	\$ 275.00	35%	\$ 178.75	\$ 357.50
24	XT-PL4L	FEATURE, SINGLE BAND, 7/800	2	\$ 0.01	35%	\$ 0.01	\$ 0.02
25	XT-PKGPT	FEATURE PACKAGE, P25 TRUNKING	2	\$ 1,800.00	35%	\$ 1,170.00	\$ 2,340.00
26	XT-CA6L	CABINET, XL DESKTOP, 120V, NA	2	\$ 725.00	35%	\$ 471.25	\$ 942.50
27	XT-CA6R	CABLE, POWER, Y-SPLIT, DESKTOP	2	\$ 175.00	35%	\$ 113.75	\$ 227.50
28	XT-CA6A	CABLE, XL-MOBILE, ETHERNET, 45CM	2	\$ 16.00	35%	\$ 10.40	\$ 20.80
29	XT-MC6C	MICROPHONE, XL-MOBILE, DESKTOP	2	\$ 245.00	35%	\$ 159.25	\$ 318.50
30	XT-CA6M	CABLE, XL DESKTOP, ACCESSORY	2	\$ 250.00	35%	\$ 162.50	\$ 325.00
31	XT-MA4C	BRACKET, MOUNTING, XL CONTROL HEAD	2	\$ 68.00	35%	\$ 44.20	\$ 88.40
32	XT-LS6A	SPEAKER, EXTERNAL, MOBILE	2	\$ 60.00	35%	\$ 39.00	\$ 78.00
33	XT-CA6F	CABLE, XL-MOBILE, SPEAKER ACCY	2	\$ 120.00	35%	\$ 78.00	\$ 156.00
34	XT-CP6A	CONTROL UNIT, XL-CH	2	\$ 1,850.00	35%	\$ 1,202.50	\$ 2,405.00

Lead time is subject to material availability at time of order

Total Sale Price \$ 98,901.26

Terms and Conditions:

- The Terms and Conditions are governed by the agreement between L3Harris Technologies and City of Miami Beach. Please reference MBP# 16231 and contract number RFP 2017-006-AK-00, if applicable.
- Storing battery packs is not recommended because the chemicals in the battery degrade over time and this affects the functionality of the battery. Improper storage of batteries may void warranty.
- Pricing does not include installation, programming, taxes or shipping (if applicable), unless otherwise noted. These items may be waived based on the terms and conditions which are applicable to this quote (Item 1) and could be subject to change.

Purchase Order requirements:

Purchase Order issued to L3Harris Technologies - PSPC - 221 Jefferson Ridge Parkway - Lynchburg, VA 24501
 The Purchase Order should include the following references:

Must include Quote Name and Date. If applicable, include MBP#.

All orders must contain valid model number, quantity, and price for each item.

Frequencies must be supplied with order if applicable.

Requested Delivery Date; If related to **Grant Funding**, important to provide Grant name, Agency, deadline and product receipt deadline, when applicable.

Shipping will default to Best Way ground, unless otherwise specific. Special shipping/delivery instructions (ex. Delivery lift gate required?) must be noted if applicable. Non Standard packing will be billed to the customer.

Bill to and Ship to addresses along with contact information must be included. Provide customer account number if readily available.

L3Harris DUNS#: 101474992; Cage Code: 1PNR4; Tax ID 34-0276860.

Saleem,Ahsan

From: Camacho, Nichole <Nichole.Camacho@nmbpd.org>
Sent: Wednesday, January 8, 2025 11:48 AM
To: Saleem,Ahsan
Subject: FW: Symphony Console

Good morning,

Please see Global's response below. I would like to move forward with Cooper General. Thank you!



Nichole Camacho | *Commander*
North Miami Beach Police Department
Administrative Division

T (305) 949-5500 ext. 2555
F (305) 787-6009

16901 NE 19th Avenue, North Miami Beach, FL 33162 | www.nmbpd.org | City NMB on Social Media:   

From: Eddie McCarthy <EMcCarthy@gtspower.com>
Sent: Wednesday, January 8, 2025 11:29 AM
To: Camacho, Nichole <Nichole.Camacho@nmbpd.org>
Cc: crm <crm@gtspower.com>
Subject: RE: Symphony Console

Hi Nichole,

Unfortunately, we are unable to provide a quote.
Our product line is limited to 2-Way radio batteries and chargers.

Cheers,
Eddie
Eddie McCarthy
VP, GTS Products & Services
Global Technology Systems
3 Speen Street, Suite 100
Framingham, MA 01701
www.gtspower.com

781-929-6242



From: Camacho, Nichole <Nichole.Camacho@nmbpd.org>
Sent: Wednesday, January 8, 2025 10:03 AM
To: crm <crm@gtspower.com>
Cc: Camacho, Nichole <Nichole.Camacho@nmbpd.org>
Subject: FW: Symphony Console

You don't often get email from nichole.camacho@nmbpd.org. [Learn why this is important](#)

Can you please provide us with a quote for the attached work. I need you to please include the removal of our current equipment. Thank you!



Nichole Camacho | *Commander*
North Miami Beach Police Department
Administrative Division

T (305) 949-5500 ext. 2555
F (305) 787-6009

16901 NE 19th Avenue, North Miami Beach, FL 33162 | www.nmbpd.org | City NMB on Social Media:   

PLEASE NOTE: The City of North Miami Beach is a public entity subject to Chapter 119 of the Florida Statutes concerning public records. E-mail messages are covered under such laws and thus subject to disclosure. All e-mail sent and received is captured by our servers and kept as public record.



**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:	Sherece George-Depusoir, Chief Procurement Officer
VIA:	Mario A. Diaz, City Manager
DATE:	February 18, 2025

Resolution No. R2025-24 Approving an Agreement with Grainger, Inc. for the Purchase of Citywide
RE: Facilities Maintenance, Repair & Operations (MRO) & Industrial Supplies (Sherece George-Depusoir, Chief Procurement Officer)

Description

The City of North Miami Beach plans to utilize the services of W.W. Grainger, Inc. (“Grainger”) for the purchase of citywide Maintenance, Repair, and Overhaul (MRO) and industrial supplies through the National Association State Procurement Officials (NASPO) contract—RFP 758 2400000228 (Master Agreement 758 2500000413) - Facilities MRO & Industrial Supplies for a two-year term, from September 1, 2024, through August 31, 2026. The agreement includes an option to renew for four additional one-year periods, extending through August 31, 2030.

BACKGROUND ANALYSIS:

Grainger, recognized as America’s trusted source for MRO supplies and industrial products, has a long history of serving customers for over 90 years. They offer a comprehensive range of over a million products from trusted MRO suppliers. Customers can easily order and manage MRO equipment through Grainger’s online platform and mobile app, allowing for seamless, flexible service. In addition to this convenience, Grainger provides 24/7 customer service and technical support from experts who are knowledgeable in MRO tools and products.

RECOMMENDATION: The Chief Procurement Officer recommend that the City Commission approve and authorize the City Manager or designee to approve the purchase with Grainger, Inc. utilizing the NASPO Master Agreement for

MRO and Industrial Supplies in an estimated annual budgeted amount of \$350,000.

Requesting Purchase Orders for the allocated amount of \$350,000, as approved in the adopted FY25 budget appropriation (operational supplies).

FISCAL/ BUDGETARY

IMPACT:

This requested expenditure is for citywide purchases with consideration of annual inflation, increase in staff and increase in workload over the term of the contract.

ATTACHMENTS:

Description

- ▣ Resolution_Grainger
- ▣ Exhibit A_Grainger

RESOLUTION NO. 2025-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 W.W. GRAINGER, INC. FOR THE PURCHASE OF CITYWIDE FACILITIES MAINTENANCE, REPAIR & OPERATIONS (MRO) & INDUSTRIAL SUPPLIES; FOR AN ESTIMATED ANNUAL BUDGETED AMOUNT OF \$350,000.00; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, State of Kentucky issued and awarded RFP 758 2400000228 “Facilities MRO and Industrial Supplies” to W.W Grainger, Inc. Master Agreement 758 2500000413 for the purchase of Facilities MRO and Industrial Supplies through NASPO ValuePoint Cooperative Program effective September 1, 2024 to August 31, 2026, with the option to renew for four (4) additional one-year terms through August 31, 2030 (“Piggyback Contract”); and

WHEREAS, The City of North Miami Beach routinely purchases MRO supplies for various departments citywide through W.W. Grainger, Inc. ("Grainger"). Grainger offers a comprehensive range of products from trusted MRO suppliers, providing the City with access to high-quality tools, equipment, and materials required for day-to-day operations.; and

WHEREAS, the City shall utilize Grainger through the NASPO agreement, in accordance with the terms, conditions and pricing of the agreement and upon subsequent contract extensions; 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 Contract in an estimated annual budgeted amount of \$350,000 for the purchase of citywide Facilities MRO and Industrial Supplies with W.W Grainger, Inc.; and

WHEREAS, the Mayor and City Commission determine it is in the best interests of the City

RESOLUTION NO. 2025-XX

to approve a Piggyback Contract in an estimated annual budgeted amount of \$350,000 for the purchase of citywide Facilities MRO and Industrial Supplies with W.W Grainger, Inc.; and

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

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

Section 2. The Contract with W.W Grainger, Inc., in substantially the form attached as Exhibit "A" for an estimated annual budgeted amount of \$350,000, for the purchase of citywide Facilities MRO and Industrial Supplies, 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 **18th day of February 2025**.

ATTEST:

ANDRISE BERNARD, MMC
CITY CLERK

MICHAEL JOSEPH
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



EXHIBIT A

PIGGYBACK/COOPERATIVE PURCHASE REQUEST FORM

Revised 3.23.23

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

- Contract Title: _____
 - Awarding Agency _____
 - Solicitation # _____
 - Solicitation included? Yes Awarded Letter included? Yes Proposal/Quote from Company included? Yes
- Description of the Scope of Service of This Contract: _____
- Total Value of Contract: \$ _____
- Account Number(s): FY _____ FY _____

Contract Verification Information

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

Required Documents Checklist

- 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)

- Provide details (expiration dates, special requirements, etc). _____
- Will this require matching funds? Yes No
- Grant source? _____ Grant (dollar) amount? _____
- 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):



Commonwealth of Kentucky

MASTER AGREEMENT

CONTRACT INFORMATION		
MASTER AGREEMENT NUMBER: MA 758 2500000413		
Effective Date:	09/01/2024	Record Date:
Expiration Date:	08/31/2026	Procurement Folder: 1306457
Document Description:	Facilities MRO and Industrial Supplies NASPO (Grainger)	Procurement Type: Standard Goods and Services
Cited Authority:	Competitive Negotiation-Goods and Services	Version Number: 1

CONTACT INFORMATION

ISSUER:
 Daniel Salvato
 502-564-5862
 daniel.salvato@ky.gov

VENDOR INFORMATION

Name /Address:	Contact:
KY0028426: W.W. Grainger, Inc.	Michelle Hammer
100 GRAINGER PKY STE B4T46	15135050141
LAKE FOREST IL 60045	michelle.hammer@grainger.com

COMMODITY / SERVICE INFORMATION							
---------------------------------	--	--	--	--	--	--	--

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
1	1.00000	EA	\$0.010000	\$0.00			\$0.01

Facilities MRO and Industrial Supplies

Extended Description:

--

DocuSign Envelope ID: 02530391-45F2-4EF2-BA07-B17210D55BD7

	Document Phase	Document Description	Page 2
2500000413	Draft	Facilities MRO and Industrial Supplies NASPO (Grainger)	Total Pages: 2

See "Attachment A" for Terms and Conditions. The terms and conditions set out in "Attachment A" are incorporated into and are a part of the Contract.

Master Agreement Number MA 758 2500000413
for
FACILITIES MRO AND INDUSTRIAL SUPPLIES
between
the State of Kentucky
and
W.W. Grainger, Inc.

This Master Agreement is entered into by the State of Kentucky (“Lead State”) and the following contractor (each a “Party” and collectively the “Parties”) as a result of Solicitation Number RFP 758 2400000228 (the “RFP”) for the purpose of providing Facilities MRO and Industrial Supplies through the NASPO ValuePoint cooperative purchasing program:

W.W. Grainger, Inc. (“Contractor”)
100 Grainger Parkway
Lake Forest, IL 60045

MASTER AGREEMENT CONTACTS.

Contractor’s contact for this Master Agreement is:

Christopher Carroll
National Government Sales Manager
Christopher.carroll@grainger.com
706-424-1743

Lead State’s contact for this Master Agreement is:

Daniel Salvato, CPPB, NIGP-CPP, KCPM
Office of Procurement Services
200 Mero Street, 5th Floor
Frankfort, KY 40622
(502) 564-5862
daniel.salvato@ky.gov

TERM. This Master Agreement is effective as of the date September 1, 2024, and will terminate on August 31, 2026 unless terminated sooner or extended or renewed in accordance with the terms set forth herein. Renewals totaling up to four years following the initial term may be exercised upon mutual agreement by the Parties.

ATTACHMENTS. This Master Agreement includes the following attachments:

Attachment A: Master Agreement Terms and Conditions
Exhibit 1: Description of Goods and/or Services and Discount Percentages
Exhibit 2: Environmentally Preferred Products
Exhibit 3: NASPO ValuePoint Sales Data Report Form

SIGNATURE. The undersigned for each Party represents and warrants that this Master Agreement is a valid and legal agreement binding on the Party and enforceable in accordance with the Master Agreement’s terms and that the undersigned is duly authorized and has legal capacity to execute and deliver this Master Agreement and bind the Party hereto.

IN WITNESS WHEREOF, the Parties have executed this Master Agreement.

CONTRACTOR:

Signed by: Christopher Carroll 8/29/2024
Signature Date

Christopher Carroll sr. National Government Sales Manager
Printed Name and Title

LEAD STATE:

DocuSigned by: Kathy Robinson 8/30/2024
Signature Date

Kathy Robinson, Executive Director
Printed Name and Title

Attachment A



MASTER AGREEMENT TERMS AND CONDITIONS

NASPO VALUEPOINT MASTER AGREEMENT TERMS AND CONDITIONS

I. Definitions

- 1.1 Acceptance** means acceptance of goods and services as set forth in Section IX of this Master Agreement.
- 1.2 Contractor** means a party to this Master Agreement, whether a person or entity, that delivers goods or performs services under the terms set forth in this Master Agreement.
- 1.3 Embedded Software** means one or more software applications which permanently reside on a computing device.
- 1.4 Intellectual Property** means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.
- 1.5 Lead State** means the State centrally administering any resulting Master Agreement(s) who is a party to this Master Agreement.
- 1.6 Master Agreement** means the underlying agreement executed by and between the Lead State, acting in cooperation with NASPO ValuePoint, and the Contractor, as now or hereafter amended.
- 1.7 NASPO ValuePoint** is a division of the National Association of State Procurement Officials ("NASPO"), a 501(c)(3) corporation. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports, as well as other contract administration functions as assigned by the Lead State.
- 1.8 Order or Purchase Order** means any purchase order, sales order, contract or other document used by a Purchasing Entity to order the Products.

- 1.9 Participating Addendum** means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any additional Participating Entity-specific language or other requirements (e.g., ordering procedures specific to the Participating Entity, entity-specific terms and conditions, etc.).
- 1.10 Participating Entity** means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states properly authorized to enter into a Participating Addendum, that has executed a Participating Addendum.
- 1.11 Participating State** means a state that has executed a Participating Addendum or has indicated an intent to execute a Participating Addendum.
- 1.12 Product or Products and Services** means any equipment, software (including embedded software), documentation, service, or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Product includes goods and services.
- 1.13 Purchasing Entity** means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states if authorized by a Participating Addendum, that issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

II. Term of Master Agreement

- 2.1 Initial Term.** The initial term of this Master Agreement is for two years. The term of this Master Agreement may be amended beyond the initial term for four additional years (two renewals for two years each) at the Lead State's discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance. The Lead State may, prior to execution, adjust the effective date or duration of the initial term or renewal period of any Master Agreement for the purpose of making the Master Agreement coterminous with others.
- 2.2 Amendment Limitations.** The terms of this Master Agreement will not be waived, altered, modified, supplemented, or amended in any manner whatsoever without prior written agreement of the Lead State and Contractor.
- 2.3 Amendment Term.** The term of the Master Agreement may be amended past the initial term and stated renewal periods for a reasonable period if in the judgment of the Lead State a follow-on competitive procurement will be unavoidably delayed (despite good faith efforts) beyond the planned date of execution of the follow-on master agreement. This subsection will not be deemed to limit the authority of a Lead State under its state law to otherwise negotiate contract extensions.

III. Order of Precedence

- 3.1 Order.** Any Order placed under this Master Agreement will consist of the following

documents:

- 3.1.1 A Participating Entity's Participating Addendum ("PA");
 - 3.1.2 NASPO ValuePoint Master Agreement, including all attachments thereto;
 - 3.1.3 A Purchase Order or Scope of Work/Specifications issued against the Master Agreement;
 - 3.1.4 The Solicitation or, if separately executed after award, the Lead State's bilateral agreement that integrates applicable provisions;
 - 3.1.5 Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State.
- 3.2 **Conflict.** These documents will be read to be consistent and complementary. Any conflict among these documents will be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.
- 3.3 **Participating Addenda.** Participating Addenda will not be construed to diminish, modify, or otherwise derogate any provisions in this Master Agreement between the Lead State and Contractor. **The term of a Participating Addendum will not exceed the term of this Master Agreement, except when a Participating Entity determines an extension of its Participating Addendum is necessary to avoid a lapse in contract coverage and is permitted by law.**

IV. Participants and Scope

- 4.1 **Requirement for a Participating Addendum.** Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed.
- 4.2 **Applicability of Master Agreement.** NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum, subject to Section III. For the purposes of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g., purchase order or contract) used by the Purchasing Entity to place the Order.
- 4.3 **Obligated Entities.** Obligations under this Master Agreement are limited to those

Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. States or other entities permitted to participate may use an informal competitive process to determine which Master Agreements to participate in through execution of a Participating Addendum. Participating Entities incur no financial obligations on behalf of other Purchasing Entities.

- 4.4 Notice of Participating Addendum.** Contractor shall email a fully executed PDF copy of each Participating Addendum to pa@naspo.valuepoint.org to support documentation of participation and posting in appropriate databases.

4.5 Participating Entities.

- 4.5.1** If not proscribed by law or by the Chief Procurement Official of the state in which the entity is located, an entity may be eligible to execute a Participating Addendum directly with Contractor. Such entities may include:

- 4.5.1.1** Political subdivisions, public agencies, and service districts;
- 4.5.1.2** Public and private educational institutions, including K-12 public, charter, and private schools; institutions of higher education; and trade schools;
- 4.5.1.3** Federally recognized tribes;
- 4.5.1.4** Quasi-governmental entities; and
- 4.5.1.5** Eligible non-profit organizations.

- 4.5.2** Prior to execution of a Participating Addendum with an entity listed above, Contractor shall coordinate with NASPO to confirm the entity's eligibility to execute a Participating Addendum. A determination that an entity is eligible to execute a Participating Addendum is not a determination that procurement authority exists; each entity must ensure it has the requisite procurement authority to execute a Participating Addendum.

- 4.6 Prohibition on Resale.** Subject to any specific conditions included in the solicitation or Contractor's proposal as accepted by the Lead State, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell Products purchased under this Master Agreement. Absent any such condition or explicit permission, this limitation does not prohibit: payments by employees of a Purchasing Entity for Products; sales of Products to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.
- 4.7 Individual Customers.** Except as may otherwise be agreed to by the Purchasing Entity and Contractor, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the

same rights and responsibilities for their purchases as the Lead State has in the Master Agreement and as the Participating Entity has in the Participating Addendum, including but not limited to any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

4.8 Release of Information. Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of information that pertains to the potential work or activities covered by the Master Agreement. This limitation does not preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan.

4.9 No Representations. The Contractor shall not make any representations of NASPO ValuePoint, the Lead State, any Participating Entity, or any Purchasing Entity's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent.

V. NASPO ValuePoint Provisions

5.1 Applicability. NASPO ValuePoint is not a party to the Master Agreement. The terms set forth in Section V are for the benefit of NASPO ValuePoint as a third-party beneficiary of this Master Agreement.

5.2 Administrative Fees

5.2.1 NASPO ValuePoint Fee. Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee must be submitted quarterly and is based on all sales of products and services under the Master Agreement (less returns, credits, any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with a vendor's response to the Lead State's solicitation.

5.2.2 State Imposed Fees. Some states may require an additional fee be paid by Contractor directly to the state on purchases made by Purchasing Entities within that state. For all such requests, the fee rate or amount, payment method, and schedule for such reports and payments will be incorporated into the applicable Participating Addendum. Unless agreed to in writing by the state, Contractor may not adjust the Master Agreement pricing to include the state fee for purchases made by Purchasing Entities within the jurisdiction of the state. No such agreement will affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by Purchasing Entities outside the jurisdiction of the state requesting the additional fee.

5.3 NASPO ValuePoint Summary and Detailed Usage Reports

- 5.3.1 Sales Data Reporting.** In accordance with this section, Contractor shall report to NASPO ValuePoint all Orders under this Master Agreement for which Contractor has invoiced the ordering entity or individual, including Orders invoiced to Participating Entity or Purchasing Entity employees for personal use if such use is permitted by this Master Agreement and the applicable Participating Addendum (“Sales Data”). Timely and complete reporting of Sales Data is a material requirement of this Master Agreement. Reporting requirements, including those related to the format, contents, frequency, or delivery of reports, may be updated by NASPO ValuePoint with reasonable notice to Contractor and without amendment to this Master Agreement. NASPO ValuePoint, subject to Section 14.2.2, Non-Disclosure terms and conditions, shall have exclusive ownership of any media on which reports are submitted and shall have a perpetual, irrevocable, non-exclusive, royalty free, and transferable right to display, modify, copy, and otherwise use reports, data, and information provided under this section.
- 5.3.2 Summary Sales Data.** “Summary Sales Data” is Sales Data reported as cumulative totals by state. Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Summary Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. If Contractor has no reportable Sales Data for the quarter, Contractor shall submit a zero-sales report.
- 5.3.3 Detailed Sales Data.** “Detailed Sales Data” is Sales Data that includes for each Order all information required by the Solicitation or by NASPO ValuePoint, including customer information, Order information, and line-item details. Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Detailed Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. Detailed Sales Data shall be reported in the format provided in the Solicitation or provided by NASPO ValuePoint. The total sales volume of reported Detailed Sales Data shall be consistent with the total sales volume of reported Summary Sales Data.
- 5.3.4 Sales Data Crosswalks.** Intentionally Omitted.
- 5.3.5 Executive Summary.** Contractor shall, upon request by NASPO ValuePoint, provide NASPO ValuePoint with an executive summary that includes but is not limited to a list of states with an active Participating Addendum, states with which Contractor is in negotiations, and any Participating Addendum roll-out or implementation activities and issues. NASPO ValuePoint and Contractor will determine the format and content of the executive summary.

5.4 NASPO ValuePoint Cooperative Program Marketing, Training, and Performance Review

- 5.4.1 Staff Education.** Contractor shall work cooperatively with NASPO ValuePoint personnel. Contractor shall present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of NASPO ValuePoint procurements, the master agreement and participating addendum process, and the manner in which eligible entities can participate in the Master Agreement.
- 5.4.2 Onboarding Plan.** Upon request by NASPO ValuePoint, Contractor shall, as Participating Addendums are executed, provide plans to launch the program for the Participating Entity. Plans will include time frames to launch the agreement and confirmation that the Contractor's website has been updated to properly reflect the scope and terms of the Master Agreement as available to the Participating Entity and eligible Purchasing Entities.
- 5.4.3 Annual Contract Performance Review.** Contractor shall participate in an annual contract performance review with the Lead State and NASPO ValuePoint, which may at the discretion of the Lead State be held in person and which may include a discussion of marketing action plans, target strategies, marketing materials, Contractor reporting, and timeliness of payment of administration fees.
- 5.4.4 Use of NASPO ValuePoint Logo.** The NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a separate logo use agreement is executed with NASPO ValuePoint.
- 5.4.5 Most Favored Customer.** Contractor shall, within thirty (30) days of their effective date, notify the Lead State and NASPO ValuePoint of any

contractual most-favored-customer provisions in third-party contracts or agreements that may affect the promotion of this Master Agreement or whose terms provide for adjustments to future rates or pricing based on rates, pricing in, or Orders **from this Master Agreement**. Upon request of the Lead State or NASPO ValuePoint, Contractor shall provide a copy of any such provisions.

5.5 NASPO ValuePoint eMarketPlace (Upon mutual agreement by all parties)

- 5.5.1** The NASPO ValuePoint cooperative provides an eMarketPlace for public entities to access a central online platform to view and/or purchase the goods, services, and solutions available from NASPO ValuePoint's cooperative Master Agreements. This eMarketPlace is provided by NASPO at no additional cost to the Contractor or public entities. Its purpose is to facilitate the connection of public entities with Contractors who meet the requisite needs for a good, service, or solution by that entity through a NASPO ValuePoint Master Agreement.
- 5.5.2** Contractor shall cooperate in good faith with NASPO, and any third party acting as an agent on behalf of NASPO, to integrate Contractor's industry presence by either an electronic hosted catalog, punchout site, or providing eQuotes through the NASPO eMarketPlace, per the Implementation Timeline as further described below.
- 5.5.3** Regardless of how Contractor's presence is reflected in the eMarketPlace (*i.e.*, hosted catalog, punchout site, or eQuote), Contractor's listed offerings must be strictly limited to Contractor's awarded contract offerings through the NASPO award. Products and/or services not authorized through the resulting NASPO cooperative contract should not be viewable by NASPO ValuePoint eMarketPlace users. Furthermore, products and/or services not authorized through a Participating Addendum should not be viewable by NASPO ValuePoint eMarketPlace users utilizing that Participating Addendum. The accuracy of Contractor's offerings through the eMarketPlace must be maintained by Contractor throughout the duration of the Master Agreement.
- 5.5.4** Contractor agrees that NASPO controls which Master Agreements appear in the eMarketPlace and that NASPO may elect at any time to remove any of Contractor's offerings from the eMarketPlace.
- 5.5.5** Contractor is solely responsible for the accuracy, quality, and legality of Contractor's Content on the eMarketPlace. "Content" means all information that is generated, submitted, or maintained by Contractor or otherwise made available by Contractor on the eMarketPlace, including Contractor catalogs. Contractor's Content shall comply with and accurately reflect the terms and pricing of this Master Agreement.
- 5.5.6** Contractor's use of the eMarketPlace shall comply with the

eMarketPlace's Terms of Use (upon mutual agreement by all parties.)

- 5.5.7 Contractor is solely responsible for the security and accuracy of transactions facilitated through the eMarketPlace, including the assessment, collection, and remittance of any sales tax.**
- 5.5.8** Lead State reserves the right to approve all pricing, catalogs, and information on the eMarketPlace. This catalog review right is solely for the benefit of the Lead State and Participating Entities, and the review and approval shall not waive the requirement that products and services be offered at prices required by the Master Agreement.
- 5.5.9** NASPO Participating Entities may have their own procurement system, separate from the NASPO eMarketPlace, that enables the use of certain NASPO Master Agreements. In the event one of these entities elects to use this NASPO ValuePoint Master Agreement (available through the eMarketPlace) but publish to their own eMarketPlace, Contractor agrees to work in good faith with the entity and NASPO to implement the catalog.
- 5.5.10 In the event a Participating Entity has entity-specific catalog requirements set forth in its Participating Addendum (e.g., entity-specific pricing, restrictions in the scope of offerings, etc.), Contractor shall ensure its eMarketPlace Content for that Participating Entity accurately reflects and is compliant with these requirements.**
- 5.5.11 Implementation Timeline:** Following the execution of Contractor's Master Agreement, NASPO will provide a written request to Contractor to begin the onboarding process into the eMarketPlace. Contractor shall have fifteen (15) days from receipt of written request to work with NASPO to set up an enablement schedule, at which time the technical documentation for onboarding shall be provided to Contractor. The schedule will include future calls and milestone dates related to test and go live dates (upon mutual agreement by all parties.)
 - 5.5.11.1** Contractor's NASPO eMarketPlace account with eQuoting functionality shall minimally be established within thirty (30) days following the written request.
 - 5.5.11.2** Contractor shall deliver either a (1) hosted catalog or (2) punchout site, pursuant to the mutually agreed upon enablement schedule.
 - 5.5.11.3** NASPO will work with Contractor to decide which structures between hosted catalog, punchout site, and/or eQuoting as further described below will be provided by Contractor.
 - 5.5.11.3.1** Hosted Catalog. By providing a hosted catalog, Contractor is providing a list of its awarded products/services and pricing in an electronic data file in a format acceptable to NASPO, such as a tab delimited

text file. Contractor is solely responsible for ensuring the most up-to-date versions of its product/service offerings approved by the Lead State under this Master Agreement are reflected in the eMarketPlace.

5.5.11.3.2 Punchout Site. By providing a punchout site, Contractor is providing its own online catalog, which must be capable of being integrated with the eMarketPlace as a Standard punchout via Commerce eXtensible Markup Language (cXML). Contractor shall validate that its online catalog is up-to-date. The site must also return detailed UNSPSC codes for each line item.

5.5.11.3.3 eQuoting. NASPO will work with Contractor to set up participation and use to provide eQuotes through the NASPO eMarketPlace. This requirement would be in addition to any requirement to provide a hosted catalog or punchout site.

5.5.12 Hosted catalogs and punchout sites will provide all of the eMarketPlace standard data elements/information including, but not limited to, the following:

5.5.12.1 The most current pricing, including all applicable administrative fees and/or discounts, as well as the most up-to-date product/service offering the Contractor is authorized to provide in accordance with this Master Agreement;

5.5.12.2 A Lead State contract identification number for this Master Agreement;

5.5.12.3 Detailed product line item descriptions;

5.5.12.4 Pictures illustrating products, services, or solutions where practicable; and

5.5.12.5 Any additional NASPO, Lead State, or Participating Addendum requirements.

5.6 Cancellation. In consultation with NASPO ValuePoint, the Lead State may, in its discretion, cancel the Master Agreement or not exercise an option to renew, when utilization of Contractor's Master Agreement does not warrant further administration of the Master Agreement. The Lead State may also exercise its right to not renew the Master Agreement if the Contractor fails to record or report revenue for three consecutive quarters, upon 60-calendar day written notice to the Contractor. Cancellation based on nonuse or under-utilization will not occur sooner than two years after execution of the Master Agreement. This subsection does not limit the discretionary right of either the Lead State or Contractor to cancel the Master Agreement or terminate for default subject to the terms herein. This subsection also

does not limit any right of the Lead State to cancel the Master Agreement under applicable laws.

- 5.7 Canadian Participation.** Subject to the approval of Contractor, any Canadian provincial government or provincially funded entity in Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador, Nova Scotia, Ontario, Prince Edward Island, Quebec, or Saskatchewan, and territorial government or territorial government funded entity in the Northwest Territories, Nunavut, or Yukon, including municipalities, universities, community colleges, school boards, health authorities, housing authorities, agencies, boards, commissions, and crown corporations, may be eligible to use Contractor's Master Agreement.
- 5.8 Additional Agreement with NASPO.** Upon request by NASPO ValuePoint, awarded Contractor shall enter into a direct contractual relationship with NASPO ValuePoint related to Contractor's obligations to NASPO ValuePoint under the terms of the Master Agreement, the terms of which shall be the same or similar (and not less favorable) than the terms set forth in the Master Agreement.

VI. Pricing, Payment & Leasing

- 6.1 Pricing.** The discount percentages contained in this Master Agreement or offered under this Master Agreement represent the minimum discount to any Purchasing Entity.
- 6.1.1** All discount percentages must be guaranteed for the term of the Master Agreement.
 - 6.1.2** Pricing shall be held static, or reduced, from order through delivery. No pricing increases between order and delivery shall be accepted.
 - 6.1.3** Any adjustment or amendment to the Master Agreement will not be effective unless approved in writing by the Lead State and Contractor.
 - 6.1.4** No retroactive adjustments to prices or rates will be allowed.
- 6.2 Payment.** Unless otherwise agreed upon in a Participating Addendum or Order, Payment after Acceptance will be made within thirty (30) days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum or Order, or otherwise prescribed by applicable law. Payments will be remitted in the manner specified in the Participating Addendum or Order. Payments may be made via a purchasing card with no additional charge.
- 6.3 Leasing or Alternative Financing Methods.** The procurement and other applicable laws of some Purchasing Entities may permit the use of leasing or

alternative financing methods for the acquisition of Products under this Master Agreement. Where the terms and conditions are not otherwise prescribed in an applicable Participating Addendum, the terms and conditions for leasing or alternative financing methods are subject to negotiation between the Contractor and Purchasing Entity.

VII. Ordering

- 7.1 Order Numbers.** Master Agreement order and purchase order numbers must be clearly shown on all acknowledgments, packing slips, invoices, and on all correspondence.
- 7.2 Quotes.** Purchasing Entities may define entity-specific or project-specific requirements and informally compete the requirement among companies having a Master Agreement on an “as needed” basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to the Purchasing Entity’s rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost, and other factors considered.
- 7.3 Applicable Rules.** Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities’ rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.
- 7.4 Required Documentation.** Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document under the law of the Purchasing Entity.
- 7.5 Term of Purchase.** Orders may be placed consistent with the terms of this Master Agreement and applicable Participating Addendum during the term of the Master Agreement and Participating Addendum.
- 7.5.1** Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement.
- 7.5.2** Notwithstanding the previous, Orders must also comply with the terms of the applicable Participating Addendum, which may further restrict the period during which Orders may be placed or delivered.
- 7.5.3** Financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.
- 7.5.4** Notwithstanding the expiration, cancellation or termination of this Master

Agreement, Contractor shall perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration, cancellation, or termination of this Master Agreement, or in any manner inconsistent with this Master Agreement's terms.

7.5.5 Orders for any separate indefinite quantity, task order, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

7.6 Order Form Requirements. All Orders pursuant to this Master Agreement, at a minimum, must include:

7.6.1 The services or supplies being delivered;

7.6.2 A shipping address and other delivery requirements, if any;

7.6.3 A billing address;

7.6.4 Purchasing Entity contact information;

7.6.5 Pricing consistent with this Master Agreement and applicable Participating Addendum and as may be adjusted by agreement of the Purchasing Entity and Contractor;

7.6.6 A not-to-exceed total for the products or services being ordered; and

7.6.7 The Master Agreement number or the applicable Participating Addendum number, provided the Participating Addendum references the Master Agreement number.

7.7 Communication. All communications concerning administration of Orders placed must be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.

7.8 Contract Provisions for Orders Utilizing Federal Funds. Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this Master Agreement.

VIII. Shipping and Delivery

8.1 Shipping Terms. All deliveries, except as noted below, will be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor.

- 8.1.1 Additional shipping charges, as defined by the carrier, for oversized or overweight items that require special shipping are allowed but must be identified as part of the ordering process.
- 8.1.2 Notwithstanding the above, responsibility and liability for loss or damage will remain the Contractor's until final inspection and acceptance when responsibility will pass to the Purchasing Entity except as to latent defects, fraud, and Contractor's warranty obligations.

8.2 Minimum Shipping. The minimum shipment amount, if any, must be contained in the Master Agreement. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered will be shipped without charge.

8.3 Inside Deliveries. To the extent applicable, all deliveries will be "Inside Deliveries" as designated by a representative of the Purchasing Entity placing the Order. Inside Delivery refers to a delivery to a location other than a loading dock, front lobby, or reception area. Specific delivery instructions will be noted on the order form or Purchase Order. Costs to repair any damage to the building interior (e.g., scratched walls, damage to the freight elevator, etc.) caused by Contractor or Contractor's carrier will be the responsibility of the Contractor. Immediately upon becoming aware of such damage, Contractor shall notify the Purchasing Entity placing the Order.

8.4 Packaging. All products must be delivered in the manufacturer's standard package. Costs must include all packing and/or crating charges. Cases must be of durable construction, in good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipping carton must be marked with the commodity, brand, quantity, item code number and the Purchasing Entity's Purchase Order number.

IX. Inspection and Acceptance

- 9.1 **Laws and Regulations.** Any and all Products offered and furnished must comply fully with all applicable Federal, State, and local laws and regulations.
- 9.2 **Applicability.** Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section IX will apply. This section is not intended to limit rights and remedies under the applicable commercial code.
- 9.3 **Inspection.** All Products are subject to inspection at reasonable times and places

before Acceptance. Contractor shall provide right of access to the Lead State, or to any other authorized agent or official of the Lead State or other Participating or Purchasing Entity, at reasonable times, to monitor and evaluate performance, compliance, and/or quality assurance requirements under this Master Agreement.

9.3.1 Products that do not meet specifications may be rejected. Failure to reject upon receipt, however, does not relieve the contractor of liability for material (nonconformity that substantial impairs value) latent or hidden defects subsequently revealed when goods are put to use.

9.3.2 Acceptance of such goods may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor is liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of Product rejected and returned, or for which Acceptance is revoked.

9.4 Failure to Conform. If any services do not conform to contract requirements, the Purchasing Entity may require the Contractor to perform the services again in conformity with contract requirements, at no increase in Order amount. When defects cannot be corrected by re-performance, the Purchasing Entity may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and reduce the contract price to reflect the reduced value of services performed.

9.5 Acceptance Testing. Purchasing Entity may establish a process, in keeping with industry standards, to ascertain whether the Product meets the standard of performance or specifications prior to Acceptance by the Purchasing Entity.

9.5.1 The Acceptance Testing period will be thirty (30) calendar days, unless otherwise specified, starting from the day after the Product is delivered or, if installed by Contractor, the day after the Product is installed and Contractor certifies that the Product is ready for Acceptance Testing.

9.5.2 If the Product does not meet the standard of performance or specifications during the initial period of Acceptance Testing, Purchasing Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the standard of performance is met.

9.5.3 Upon rejection, the Contractor will have fifteen (15) calendar days to cure. If after the cure period, the Product still has not met the standard of performance or specifications, the Purchasing Entity may, at its option: (a) declare Contractor to be in breach and terminate the Order; (b) demand replacement Product from Contractor at no additional cost to Purchasing Entity; or, (c) continue the cure period for an additional time period agreed upon by the Purchasing Entity and the Contractor.

9.5.4 Contractor shall pay all costs related to the preparation and shipping of Product returned pursuant to the section.

9.5.5 No Product will be deemed Accepted and no charges will be paid until the

standard of performance or specification is met.

X. Warranty

- 10.1 Applicability.** Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section X will apply.
- 10.2 Warranty.** The Contractor warrants for a period of one year from the date of Acceptance that: (a) the Product performs according to all specific claims that the Contractor made in its response to the solicitation, (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is suitable for any special purposes identified in the solicitation or for which the Purchasing Entity has relied on the Contractor's skill or judgment, (d) the Product is designed and manufactured in a commercially reasonable manner, and (e) the Product is free of defects.
- 10.3 Breach of Warranty.** Upon breach of the warranty set forth above, the Contractor will repair or replace (at no charge to the Purchasing Entity) the Product whose nonconformance is discovered and made known to the Contractor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made.
- 10.4 Rights Reserved.** The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.
- 10.5 Warranty Period Start Date.** The warranty period will begin upon Acceptance, as set forth in Section IX.

XI. Product Title

- 11.1 Conveyance of Title.** Upon Acceptance by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to the Product free and clear of all liens, encumbrances, or other security interests.
- 11.2 Embedded Software.** Transfer of title to the Product must include an irrevocable and perpetual license to use any Embedded Software in the Product. If Purchasing Entity subsequently transfers title of the Product to another entity, Purchasing Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title. A subsequent transfer of this software license will be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee.
- 11.3 License of Pre-Existing Intellectual Property.** Contractor grants to the Purchasing Entity a nonexclusive, perpetual, royalty-free, irrevocable, license to use, publish, translate, reproduce, transfer with any sale of tangible media or Product, perform, display, and dispose of the Intellectual Property, and its derivatives, used or delivered under this Master Agreement, but not created under it ("Pre-existing Intellectual Property"). The Contractor shall be responsible for ensuring that this

license is consistent with any third-party rights in the Pre-existing Intellectual Property. In all such instances, Contractor's ability to convey this license is limited by the terms of any third-party license accompanying the product purchased.

XII. Indemnification

12.1 General Indemnification. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, and Purchasing Entities, along with their officers and employees, from and against third-party claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to tangible property arising from any act, error, or omission of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to performance under this Master Agreement.

12.2 Intellectual Property Indemnification. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, Purchasing Entities, along with their officers and employees ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use infringes Intellectual Property rights of another person or entity ("Intellectual Property Claim").

- 12.2.1** The Contractor's obligations under this section will not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:
 - 12.2.1.1** provided by the Contractor or the Contractor's subsidiaries or affiliates;
 - 12.2.1.2** specified by the Contractor to work with the Product;
 - 12.2.1.3** reasonably required to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or
 - 12.2.1.4** reasonably expected to be used in combination with the Product.
- 12.2.2** The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of the Intellectual Property Claim. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible.
- 12.2.3** The Indemnified Party shall furnish, at the Contractor's reasonable

request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of the Intellectual Property Claim and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim.

- 12.2.4** Unless otherwise set forth herein, Section 12.2 is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

XIII. Insurance

- 13.1 Term.** Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. A Participating Entity may negotiate alternative Insurance requirements in their Participating Addendum.
- 13.2 Class.** Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.
- 13.3 Coverage.** Coverage must be written on an occurrence basis. The minimum acceptable limits will be as indicated below:
- 13.3.1** Contractor shall maintain Commercial General Liability insurance covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than \$1 million per occurrence and \$2 million general aggregate;
- 13.3.2** Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.
- 13.4 Notice of Cancellation.** Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a Participating Entity who is a state within five (5) business days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur.
- 13.5 Notice of Endorsement.** Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) provides that written notice of cancellation will be delivered in accordance with the policy provisions, and (2) provides that the Contractor's liability insurance policy will be primary, with any liability insurance of any Participating State as secondary

and noncontributory.

13.6 Participating Entities. Contractor shall provide to Participating States and Participating Entities the same insurance obligations and documentation as those specified in Section XIII, except the endorsement is provided to the applicable Participating State or Participating Entity.

13.7 Furnishing of Certificates. Contractor shall furnish to the Lead State copies of certificates of all required insurance in a form sufficient to show required coverage within thirty (30) calendar days of the execution of this Master Agreement and prior to performing any work. Copies of renewal certificates of all required insurance will be furnished within thirty (30) days after any renewal date to the applicable state Participating Entity. Failure to provide evidence of coverage may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

13.8 Disclaimer. Insurance coverage and limits will not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

XIV. General Provisions

14.1 Records Administration and Audit

14.1.1 The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Orders placed by Purchasing Entities under it to the extent and in such detail as will adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right will survive for a period of six (6) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Master Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder.

14.1.2 Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or Orders or underpayment of fees found as a result of the examination of the Contractor's records.

- 14.1.3** The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement that requires the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

14.2 Confidentiality, Non-Disclosure, and Injunctive Relief

- 14.2.1 Confidentiality.** Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity or Purchasing Entity's clients.

14.2.1.1 Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information").

14.2.1.2 Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information.

14.2.1.3 Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity; or (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

- 14.2.2 Non-Disclosure.** Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement.

limited to Participating Addenda, Orders or transaction data relating to Orders under this Master Agreement that identify the entity/customer, Order dates, line-item descriptions and volumes, and prices/rates. This provision does not apply to disclosure to the Lead State, a Participating State, or any governmental entity exercising an audit, inspection, or examination pursuant to this Master Agreement. To the extent permitted by law, Contractor shall notify the Lead State of the identity of any entity seeking access to the Confidential Information described in this subsection.

14.2.6 Public Information. This Master Agreement and all related documents are subject to disclosure pursuant to the Lead State’s public information laws.

14.3 Assignment/Subcontracts

14.3.1 Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State.

14.3.2 The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties, to NASPO ValuePoint and other third parties.

14.3.3 The Contractor is permitted to make subcontract(s) with any other equally qualified/ able parties including suppliers, vendors, and service providers (“Other Party or Parties”), for furnishing any of the work or services herein. The Contractor shall be solely responsible for performance of the entire contract whether or not Other Parties are used.

The Lead State shall not be involved in the relationship between the Contractor and the Other Parties. Any issues that arise as a result of this relationship shall be resolved by the Contractor. All references to the contractor shall be construed to encompass both the Contractor and any Other Parties of the contractor.

14.4 Changes in Contractor Representation. The Contractor must, within ten (10) calendar days, notify the Lead State in writing of any changes in the Contractor’s key administrative personnel managing the Master Agreement. The Lead State reserves the right to approve or reject changes in key personnel, as identified in the Contractor’s proposal. The Contractor shall propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor’s proposal.

14.5 Independent Contractor. Contractor is an independent contractor. Contractor has no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and shall not to hold itself out as agent except as expressly set forth herein or as expressly set forth in an applicable Participating Addendum or Order.

- 14.6 Cancellation.** Unless otherwise set forth herein, this Master Agreement may be canceled by either party upon sixty (60) days' written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon thirty (30) days' written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision will not affect the rights and obligations attending Orders outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, rights attending any warranty or default in performance in association with any Order, and requirements for records administration and audit. Cancellation of the Master Agreement due to Contractor default may be immediate.
- 14.7 Force Majeure.** Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, unusually severe weather, other acts of God, or acts of war which are beyond that party's reasonable control. The Lead State may terminate this Master Agreement upon determining such delay or default will reasonably prevent successful performance of the Master Agreement.
- 14.8 Defaults and Remedies**

- 14.8.1** The occurrence of any of the following events will be an event of default under this Master Agreement:
- 14.8.1.1** Nonperformance of contractual requirements;
 - 14.8.1.2** A material breach of any term or condition of this Master Agreement;
 - 14.8.1.3** Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially misleading;
 - 14.8.1.4** Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
 - 14.8.1.5** Any default specified in another section of this Master Agreement.
- 14.8.2** Upon the occurrence of an event of default, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of fifteen (15) calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure will not diminish or eliminate Contractor's liability for damages.

14.8.3 If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and the Lead State shall have the right to exercise any or all of the following remedies:

14.8.3.1 Any remedy provided by law;

14.8.3.2 Termination of this Master Agreement and any related Contracts or portions thereof;

14.8.3.3 Intentionally Omitted

14.8.3.4 Suspension of Contractor from being able to respond to future bid solicitations;

14.8.3.5 Suspension of Contractor's performance; and

14.8.3.6 Withholding of payment until the default is remedied.

14.8.4 Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and shall have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in an Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions will be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

14.9 Waiver of Breach. Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies will not operate as a waiver under this Master Agreement, any Participating Addendum, or any Purchase Order. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order will not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, any Participating Addendum, or any Purchase Order.

14.10 Debarment. The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in public procurement or contracting by any

governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

14.11 No Waiver of Sovereign Immunity

- 14.11.1** In no event will this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.
- 14.11.2** This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court. This section is also not a waiver by the state of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

14.12 Governing Law and Venue

- 14.12.1** The procurement, evaluation, and award of the Master Agreement will be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award will be governed by the law of the state serving as Lead State. The construction and effect of any Participating Addendum or Order against the Master Agreement will be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's state.
- 14.12.2** Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the state serving as Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement will be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum will be in the Purchasing Entity's state.
- 14.12.3** If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; a Participating State if a named party; the state where the Participating

Entity or Purchasing Entity is located if either is a named party.

14.13 Assignment of Antitrust Rights. Contractor irrevocably assigns to a Participating Entity who is a state any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided in that state for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at the Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

14.14 Survivability. Unless otherwise explicitly set forth in a Participating Addendum or Order, the terms of this Master Agreement as they apply to the Contractor, Participating Entities, and Purchasing Entities, including but not limited to pricing and the reporting of sales and payment of administrative fees to NASPO ValuePoint, shall survive expiration of this Master Agreement and shall continue to apply to all Participating Addenda and Orders until the expiration thereof.

14.15 Discrimination. Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. This section applies only to contracts utilizing federal funds, in whole or in part. During the performance of this contract, the contractor agrees as follows:

14.15.1 The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity, or age. The contractor further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The contractor agrees to provide, upon request, needed reasonable accommodations. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability. Such action shall include, but not be limited to the following; employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

14.15.2 The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race,

religion, color, national origin, sex, sexual orientation, gender identity, age or disability.

- 14.15.3** The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.
- 14.15.4** The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.
- 14.15.5** The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- 14.15.6** In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in or as otherwise provided by law.
- 14.15.7** The contractor will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

14.16 Accessibility. Vendor hereby warrants that the products or services to be provided under this contract comply with the accessibility requirements of Section 504 of the

Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, part 1194. Vendor further warrants that the products or services to be provided under this contract comply with existing federal standards established under Section 255 of the Federal Telecommunications Act of 1996 (47 U.S.C. § 255), and its implementing regulations set forth at Title 36, Code of Federal Regulations, part 1193, to the extent the vendor's products or services may be covered by that act. Vendor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services which is brought to its attention.

XV. Protest

Pursuant to KRS 45A.285, the Secretary of the Finance and Administration Cabinet, or his designee, shall have authority to determine protests and other controversies of actual or prospective offerors in connection with the solicitations or selection for award of a contract.

Any actual or prospective offeror or contractor, who is aggrieved in connection with solicitation or selection for award of a contract, may file a protest with the Secretary of the Finance and Administration Cabinet. A protest or notice of other controversy must be filed promptly and in any event within two (2) calendar weeks after such aggrieved person knows or should have known of the facts giving rise thereto. All protests or notices of other controversies must be in writing and shall be addressed and mailed to:

**Holly M. Johnson, Secretary
COMMONWEALTH OF KENTUCKY
FINANCE AND ADMINISTRATION CABINET
200 MERO STREET, 5TH FLOOR
FRANKFORT, KY 40622**

The Secretary of Finance and Administration Cabinet shall promptly issue a decision in writing. A copy of that decision shall be mailed or otherwise furnished to the aggrieved party and shall state the reasons for the action taken.

The decision by the Secretary of the Finance and Administration Cabinet shall be final and conclusive.

Exhibit 1
Description of Goods and/or Services and Discount Percentages
SERVICES AND GOODS AVAILABLE UNDER THIS MASTER AGREEMENT

Contractor has been awarded all products and services in the awarded categories below.

Category	Minimum Discount Percentage
1. Janitorial Supplies, Equipment, and Sanitation Cleaning Chemicals	17%
2. Fasteners	34%
3. Material Handling	10%
4. Plumbing Equipment	20%
5. Power Sources	18%
6. Landscaping and Outdoor Supplies and Equipment	13%
7. Lamps, Lighting, Ballasts, and Equipment	22%
8. Heating, Ventilation, Air Conditioning (HVAC)	16%
9. Hand Tools	12%
10. Power Tools	10%
11. Electrical Supplies and Equipment	23%
12. Paint and Related Supplies	13%
13. Security	17%
14. Safety	19%
15. Other	5%

Products and Services are available to Authorized Purchasers.

Addition or Deletion of Items or Services. The Lead State reserves the right to add new and similar items, by issuing a contract modification, to this contract with the consent of the Contractor. Until such time as the Contractor receives a modification, the Contractor shall not accept delivery orders from any Participating Entity referencing such items or services.

RETURN POLICY:

Grainger's standard return process is as follows:

GRAINGER 30-DAY SATISFACTION GUARANTEE: Customers can return a Grainger Catalog product purchased for any reason for exchange or refund up to thirty (30) days from the date of invoice unless otherwise noted. Proof of purchase from Grainger is required for all returns. Grainger's 30-day satisfaction guarantee does not apply to "Sourced Products" and products sold on a "Final

Sale” basis.

RETURNS AFTER 30 DAYS: Unless otherwise noted, a customer can also return Grainger Catalog product for up to one (1) year from date of invoice provided that product is in its original packaging, unused, unexpired, undamaged, and in salable condition. Proof of purchase from Grainger is required in all instances. Products sold on a “Final Sale” basis as defined below cannot be returned. “Sourced Product” is subject to the manufacturer’s return policy and may not be returnable. Some product returns may be denied or made subject to restocking fees and other charges by Supplier.

FINAL SALE ITEMS: Items sold on a “Final Sale” basis include: (i) Custom items; (ii) Purchases made under the Custom Product Center on Grainger.com; (iii) Special-order items; (iv) Emergency response items; (v) Items marked in Sourced Product quotations or invoices as “Non-Cancellable” or “Non-Returnable”; and (vi) Any other items that Supplier may designate as a “Final Sale”.

VALUE ADDED SERVICES:

Additional Terms and Conditions may apply to these additional services. These terms and conditions must be negotiated in the Participating Addendum.

- Installation of Products and Services
- Warehouse Management Solutions
- Inventory Management
- Disaster Recovery Plans and Services
- Diverse Supplier Network
- Discounts and Other Incentives

Exhibit 2

Environmentally Preferred Products

1.1 Description of Goods and/or Services, Prices and Discount Percentages or Environmentally Preferred Products (if applicable).

1.2 Terms and Conditions for Environmentally Preferred Products

Accurate Labeling of Environmentally Preferable Products (EPPs)

Offeror must certify in writing that all claims made about the environmental attributes of the products they are offering are consistent with the Federal Trade Commission's (FTC's) *Guidelines for the Use of Environmental Marketing Terms*. In addition, Offerors may be required to provide documentation, at the request of the Purchasing Entity that the products they are offering meet the Environmental Specifications for this contract.

Over the life of the Master Agreement if awarded, the Offeror must label the environmental attributes of all environmentally preferable products (EPPs) per the Environmental Specifications below in any catalogs, marketing materials, price lists, and online ordering portal associated with this contract. Upon request of the Purchasing Entity, the Offeror if awarded, must provide documentation that each EPP has the required third-party certification(s), minimum amount of recycled content, or other environmental attributes listed in the Environmental Specifications.

The Purchasing Entity reserves the right to require the Offeror if awarded, to remove any environmental claims that are false, vague, misleading or unsubstantiated in catalogs, price sheets, websites or other marketing materials that are provided to the Purchasing Entity under a Master Agreement or Participating Addendum, if awarded.

1.2.2 EPP Sales Reports

The Purchasing Entity reserves the right to request from the Vendor quarterly sales data over the life of this contract. This information must include details about the environmental attributes of the EPPs sold on this contract consistent with the Environmental Specifications. To facilitate consistent reporting on this contract, the Vendor may be required to submit its sales report using the Purchasing Entity's Green Sales Report Template.

Training. Over the life of the contract, the Vendor at a minimum must offer educational/marketing materials and at least one training that can be accessed by contract users explaining its EPP labeling and reporting practices.

Enforcement. The Purchasing Entity may consider failure to comply with the Environmental Specifications for this contract as well as the EPP labeling, reporting, and training requirements described above to be grounds for termination of this contract.

Exhibit 3 NASPO ValuePoint Detailed Sales Data Report Form

Field Name	Field Description
VENDOR	The awarded Contractor's name
VENDOR CONTRACT NUMBER	Lead State assigned contract number (using Lead State's numbering protocol)
STATE	State postal abbreviation code (Alaska = AK, Missouri = MO, etc.)
CUSTOMER TYPE (SEGMENT)	State Gov't, Education-K12, Education-HED, Local Gov't, Medical, Other - are acceptable segments. [determined by industrial practice for each contract - uniform for each contract]
BILL TO NAME	Customer (agency) Bill to name
BILL TO ADDRESS	Customer (agency) Bill to address
BILL TO CITY	Customer (agency) Bill to city
BILL TO ZIPCODE	Zip code in standard 5-4 format [standard 5 digits is acceptable, formatted as a zip code]
SHIP TO NAME	Customer (agency) Ship to name
SHIP TO ADDRESS	Customer (agency) Ship to address
SHIP TO CITY	Customer (agency) Ship to city
SHIP TO ZIPCODE	Zip code in standard 5-4 format [standard 5 digits is acceptable, formatted as a zip code]
ORDER NUMBER	Vendor assigned order number
CUSTOMER PO NUMBER	Customer provided Purchase Order Number
CUSTOMER NUMBER	Vendor assigned account number for the purchasing entity
ORDER TYPE	Sales order, Credit/Return, Upgrade/Downgrade, etc. [determined by industrial practice for each contract - uniform for each contract]
PO DATE (ORDER DATE)	(mm/dd/ccyy)
SHIP DATE	(mm/dd/ccyy)
INVOICE DATE	(mm/dd/ccyy)
INVOICE NUMBER	Vendor assigned Invoice Number
PRODUCT NUMBER	Product number of purchased product
PRODUCT DESCRIPTION	Product description of purchased product
UNSPSC	Commodity-level code based on UNSPSC code rules (8 Digits)
CATEGORY	Product Category
LIST PRICE/MSRP/CATALOG PRICE	List Price - US Currency (\$99999.999) [determined by industrial practice for each contract - uniform for each contract]
QUANTITY	Quantity Invoiced (99999.999)
TOTAL PRICE	Extended Price (unit price multiplied by the quantity invoiced) - US Currency (\$999999999.99)
VAR/Reseller/Distributor	If a VAR/Reseller/Distributor, name of VAR/Reseller/Distributor and state where located
Energy Star Compliant	Yes = 1 No = 2 Energy Star Does not Apply = 0
Optional	More information



**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, City Manager
DATE:	February 18, 2025

RE: Resolution No. R2025-25 Approving an Agreement with Insight Public Sector for Technology Products & Related Services (Ricardo Castillo, Chief Information Officer)

Description

The City of North Miami Beach Information Services Department is seeking to utilize the services of Insight Public Sector under Omnia Partners Cooperative Contract 23-6692-03 Technology Product solutions and Related Services, effective from May 1, 2023, through April 30, 2026. The contract has the option for two additional one-year renewals, extending the agreement to April 30, 2028. The estimated annual budget for this contract is \$500,000.

**BACKGROUND
ANALYSIS:**

Through this contract, Insight Public Sector delivers a wide range of products and services that directly support the City's technology infrastructure, including essential computer hardware and accessories, Adobe Acrobat subscription, Blue Beam Subscription, Avolve Software (includes training to provide overview and understanding of the roles within ProjectDox as well as information of the project and system administrator) and Related Services. Working with vendors like Insight is critical as it is customary that large-scale technological firms do not sell directly to smaller agencies. Insight secures competitive pricing and availability to meet the City's demand.

Much of the City's technology needs were secured through another vendor, however, due to performance and accessibility issues, the IT department will convert to Insight.

As the leading Solutions Integrator, Insight Public Sector delivers the technical expertise and deep partnerships needed to modernize agency technology. The result is improved flexibility and agility to address large-scale challenges and deliver tangible, positive outcomes for the community.

RECOMMENDATION: The NMB Chief Information Officer and Chief Procurement Officer recommend that the City Commission authorize the City Manager or designee to execute a Piggyback contract in an estimated annual budgeted amount of \$500,000 with Insight Public Sector.

FISCAL/ BUDGETARY IMPACT: Requesting a Purchase Order for the allocated amount of \$500,000, as approved in the adopted FY25 budget appropriation.

ATTACHMENTS:

Description

- ▣ Resolution_Insight
- ▣ Exhibit A_Insight

RESOLUTION NO. 2025-

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING A PIGGYBACK CONTRACT BETWEEN THE CITY AND INSIGHT PUBLIC SECTOR FOR TECHNOLOGY PRODUCTS & RELATED SERVICES; IN AN ESTIMATED ANNUAL BUDGETED AMOUNT OF \$500,000.00; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS; PROVIDING FOR SEVERABILITY; SUBJECT TO THE BUDGET APPROPRIATION AND AVAILABILITY OF FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, Cobb County, through the Omnia Partners Cooperative Group, awarded Contract 23-6692-03 Technology Product Solutions and Related Services to Insight Public Sector effective May 1, 2023, through April 30, 2026, with the option to renew for two (2) additional one-year terms through April 30, 2028 (“Piggyback Contract”); and

WHEREAS, The City of North Miami Beach requests to utilize Insight Public Sector to provide Information Technology products, subscription services, training and other related services; and

WHEREAS, the City shall utilize Insight through the Omnia Partners agreement, in accordance with the terms, conditions and pricing of the agreement and upon subsequent contract extensions; 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 expenditure 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 Contract in an estimated annual budgeted amount of \$500,000 for the purchase of Technology Products and Related Services with Insight Public Sector; and

WHEREAS, the Mayor and City Commission determine it is in the best interests of the City to approve a Contract in an estimated annual budgeted amount of \$500,000 for the purchase

RESOLUTION NO. R2025-XX

of Technology Products and Related Services with Insight Public Sector.

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 Insight Public Sector in substantially the form attached as Exhibit "A" for an estimated annual budgeted amount of \$500,000, for the purchase of Technology Products and Related 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 effect without the invalid provision or application, and to this end the provisions of this Resolution are declared to be severable.

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

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

RESOLUTION NO. R2025-XX

APPROVED AND ADOPTED by the City of North Miami Beach City Commission at the regular meeting assembled this **18th day of February 2025**.

ATTEST:

ANDRISE BERNARD, MMC
CITY CLERK

MICHAEL JOSEPH
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. R2025-XX



EXHIBIT A

PIGGYBACK/COOPERATIVE PURCHASE REQUEST FORM

Revised 3.23.23

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):



Technology Product Solutions and Related Services
Executive Summary

Lead Agency: Cobb County, GA

Solicitation: 23-6692

RFP Issued: August 26, 2022

Pre-Proposal Date: September 14, 2022

Response Due Date: October 13, 2022

Proposals Received: 18



Awarded to:

Contract #: 23-6692-03

The Cobb County Purchasing Department issued RFP 23-6692 on August 26, 2022, to establish a national cooperative contract for Technology Product Solutions and Related Services.

The solicitation included cooperative purchasing language in **National Contract** section as stated below:

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

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

- Cobb County Purchasing website
- OMNIA Partners website
- USA Today, nationwide
- Arizona Business Gazette, AZ
- San Bernardino County Sun, CA
- Honolulu Star-Advertiser, HI
- The Herald-News – Will County (IL)
- The Advocate – New Orleans, LA
- The New Jersey Herald, NJ
- Albany Times Union, NY
- Daily Journal of Commerce, OR
- The State, SC
- Deseret News, UT
- Richmond Times-Dispatch, VA
- Seattle Daily Journal of Commerce, WA
- Houston Community Newspapers, TX
- Helena Independent Record, MT
- Las Vegas Review-Journal
- Kennebec Journal/Morning Sentinel, ME

Socio-economic Outreach: To encourage participation of small businesses, minority owned businesses and women owned businesses were notified of the Request for Proposal.

On October 13, 2022, proposals were received from the following offerors:

- Alegna Technologies, Inc.
- SHI International Corp.
- Carbyne, Inc.
- Insight Public Sector, Inc.
- Audio Enhancement, Inc.
- Emergent, LLC
- Govconnection, Inc. dba Connection - Public Sector Solutions
- Iron Bow Technologies, LLC
- DLT Solutions, LLC
- Vertosoft, LLC
- Presidio Networked Solutions, LLC
- Virtual Technologies Inc.
- CDW Government LLC
- Carahsoft Technology Corporation
- Vurkada, Inc. Fiscal Note Inc.
- AGParts Worldwide Inc.
- Virtucom, Inc.

The proposals were evaluated by an evaluation committee. Using the evaluation criteria established in the RFP, the committee elected to enter into negotiations with **Insight Public Sector, Inc.** and proceeding with contract award upon successful completion of negotiations.

Geographic Preferences: Cobb County included a geographic preference, but it did not impact the score for the national award.

The Cobb County, GA, OMNIA Partners and Insight Public Sector successfully negotiated a contract, and the Cobb County executed the agreement with a contract effective date of May 1, 2023.

Diversity Certification: IPS prefers to meet diversity requirements for services opportunities where they're able to subcontract out to the diversity partner.

Contract includes: A comprehensive range of solutions providing a broad range of technology products and services including but not limited to:

- Hardware Product Offering with hundreds of leading industry manufacturers
- Software applications through licensing agreements with software publishers or boxed products
- Solutions & Service Offerings; As a comprehensive Solutions Integrator (SI), Insight takes a client-focused approach to helping organizations identify, adopt, and manage the most appropriate solutions to drive digital transformation and modernization for innovation.

Supplier provided federal funds certifications which are available on the OMNIA Partners website for review.

Term:

Initial thirty-six-month agreement from May 1, 2023 through April 30, 2026 with the option to renew two (2) additional one-year periods through April 30, 2028.

Pricing/Discount:

Pricing structure for products is based on a discount off the Insight list price.

OMNIA Public Sector, web landing page:

[Insight Public Sector, Inc. Cooperative Contract | Overview \(omniapartners.com\)](https://www.omniapartners.com/insight-public-sector-cooperative-contract-overview)

Cobb County

Contract # 23-6692-03

for

Technology Product Solutions and Related Services

with

Insight Public Sector

Effective: May 1, 2023

The following documents comprise the executed contract between the Cobb County, and Insight Pubic Sector effective May 1, 2023:

- I. Executed Master Agreement
- II. Supplier's Response to the RFP, incorporated by reference

Reference Number	
Reference Depart.	Purchasing Department

Master Agreement

Owner: Cobb County Board of Commissioners
100 Cherokee Street
Marietta, GA 30090

Contractor: Insight Public Sector, Inc.
2701 E. Insight Way
Chandler, AZ 85286

Description: **TECHNOLOGY PRODUCT SOLUTIONS AND RELATED SERVICES:** The undersigned parties understand and agree to comply with and be bound by the entire contents of **Sealed Bid #23-6692** ("the RFP") and the Contractor's Proposal submitted October 13, 2022, which is incorporated herein by reference.

OMNIA PARTNERS, PUBLIC SECTOR: Supplier agrees to extend Goods and/or Services to public agencies (state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit) ("Public Agencies") registered with OMNIA Partners, Public Sector ("Participating Public Agencies") under the terms of this agreement ("Master Agreement").

Governing Law: This Agreement shall be governed by the laws of the State of Georgia. As to any dispute hereunder, venue shall be in the Superior Court of Cobb County, Georgia.

Term: This Agreement shall begin on May 1, 2023, the Effective Date, for a period of thirty-six months, and shall automatically terminate and renew for two (2) additional twelve (12) month periods and shall terminate absolutely on April 30, 2028, unless earlier terminated as provided herein. Pursuant to O.C.G.A. § 36-60-13, this Agreement shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year in which it was executed and at the close of each succeeding calendar for which it may be renewed. The Parties reserve the right to renew, amend or extend the Agreement for additional terms. Either party may terminate this Agreement for convenience and/or due to lack of funding at the end of each annual term.

Price: Prices for services and equipment, if applicable, as stated in the Contractor's proposal

Billing: For purchases made by Cobb County Government, all original invoices shall be submitted directly to the Cobb County Finance Department. Invoices shall bill only for items received during the period covered by the invoice and shall clearly identify such items in accordance with invoicing guidelines in the Sealed Bid Proposal. For purchases made by participating public agencies, the Contractor shall comply with each agency's invoicing and billing requirements outlined on the applicable order.

{SIGNATURES ON NEXT PAGE}

IN WITNESS, WHEREOF, this Agreement has been executed by Owner and accepted by Contractor to be effective as of the date first above written.



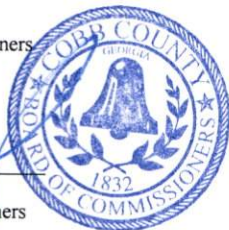
Cobb County... Expect the Best!

Cobb County Board of Commissioners
100 Cherokee Street
Marietta, GA 30090

[Handwritten signature]

Lisa N. Cupid, Chairwoman
Cobb County Board of Commissioners

5/5/23
Date



APPROVED
PER MINUTES OF
COBB COUNTY
BOARD OF COMMISSIONERS

3/14/23

Insight Public Sector, Inc.
2701 E. Insight Way
Chandler, AZ 85286

[Handwritten signature]

Authorized Signature

[Handwritten title]

Title

4/4/2023
Date

FEDERAL TAX ID NUMBER

36-3949000

Approved as to form

[Handwritten signature]

County Attorney's Office

April 25, 2023
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:	Shereece George, Chief Procurement Officer
VIA:	Mario A. Diaz, City Manager
DATE:	February 18, 2025

RE: Resolution No. R2025-26 Approving an Agreement with Multiple Vendors for the Purchase of Safety Shoes (Shereece George-Depusoir, Chief Procurement Officer)

Description

**BACKGROUND
ANALYSIS:**

City of North Miami Beach is seeking approval to procure safety shoes and boots for various employees across the City utilizing the Miami-Dade County multi-vendor piggyback Contract FB-01730 Safety Shoes and Boots effective from March 28, 2022, through March 31, 2027. This multi-vendor contract includes the following vendors: BF Businesses, C6 Tactical, Cintas, Design Lab, Global Trading, International Footwear, and Safety Shoes Distributors (SSD). Multi-vendor contracts allow the City to take advantage of the best price considering style/need, comfort, and availability.

Safety shoes are a critical component of Personal Protective Equipment (PPE) for field staff, helping to prevent injuries. Staff are provided safety shoes that are comfortable, well supporting, steel-toed and slip-resistant. Providing safety shoes is a requirement of the collective bargaining unit.

RECOMMENDATION: The Chief Procurement Officer and the City Manager recommend that the City Commission approve and authorize the City Manager or designee to approve a Piggyback contract in a total estimated budgeted amount of \$125,000 for the term of the contract, for the purchase of safety shoes and boots through the multi-vendor contract.

Requesting Purchase Orders for the allocated amount of \$125,000, as approved in the adopted FY25 budget appropriation.

**FISCAL/ BUDGETARY
IMPACT:**

The requested expenditure approval is for the remaining years of the contract (FY25, FY26, FY27). The requested expenditure will accommodate an increase in staff, an increase in union benefits, and an increase in pricing with multiple vendor options.

ATTACHMENTS:

Description

- Resolution_Safety Shoes
- Exhibit A_Safety Shoes

RESOLUTION NO. 2025-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 MULTIPLE VENDORS, FOR THE PURCHASE OF SAFETY SHOES AND BOOTS; IN A TOTAL ESTIMATED BUDGETED AMOUNT OF \$125,000.00; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, the Miami-Dade County issued and awarded Contract No. FB01730 “Safety Shoes and Boots” to seven vendors: Red Wing Shoes, C6 Tactical Corp, Cintas Corp, Design Lab, Inc, Global Trading Inc., International Footwear and Safety Shoe Distributors, effective March 28, 2022 through March 31, 2027 (“Piggyback Contract”); and

WHEREAS, Safety shoes and boots are an essential for daily operations and a part of the Personal Protective Equipment (PPE). Protective footwear is designed to safeguard employees from a variety of workplace hazards and injury, including falling objects, sharp materials, slippery surfaces, and electrical risks. Safety shoes ensure staff compliance with OSHA and the Collective Bargaining Agreement requirements; and

WHEREAS, the City shall utilize this Miami-Dade agreement, in accordance with the terms, conditions and pricing of the agreement and upon subsequent contract extensions; and

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

WHEREAS, the City Manager and the Chief Procurement Officer recommend that the City Commission approve the Piggyback Contract in a total estimated budgeted amount of \$125,000 for the term of the contract, for the citywide purchase of Safety Shoes and Boots with multiple vendors; and

WHEREAS, the Mayor and City Commission determine it is in the best interests of the City to approve a Piggyback Contract in a total estimated budgeted amount of \$125,000 for the term of

RESOLUTION NO. 2025-XX

the contract, for the citywide purchase of Safety Shoes and Boots with multiple vendors.

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 multi-vendor Contract in substantially the form attached as Exhibit “A” for the purchase of Safety Shoes and Boots in a total estimated budgeted amount of \$125,000 for the term of the contract, 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 **18th day of February 2025**.

ATTEST:

ANDRISE BERNARD, MMC
CITY CLERK

MICHAEL JOSEPH
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. 2025-XX



EXHIBIT A

PIGGYBACK/COOPERATIVE PURCHASE REQUEST FORM

Revised 3.23.23

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):



**CONTRACT NO. FB-01730
SAFETY SHOES AND BOOTS
ROADMAP**

CONTRACT OVERVIEW

This contract provides Miami-Dade County with a source of supply for shoes and boots at a fixed percentage off of the Manufacturers Suggested Retail Price (MSRP). See below links to view MSRP list for 2021-2022.

CONTRACT TERM: 03/28/2022 – 3/31/2027

Procurement Contracting Officer: Shantrell Page

Email: shantrell.page@miamidade.gov

EVENT LOG

ADD NO. ↓	DATE ISSUED ↓	EVENT ↓	AGENT ↓																
2.	3/30/2022	<p>DesignLab insurance approved and vendor added to the contract. The child contract for DesignLab is established in INFORMS.</p> <p>See contract information below;</p> <table border="1" style="margin-left: 40px;"> <thead> <tr> <th style="text-align: left;"><u>Supplier</u></th> <th style="text-align: left;"><u>Child Contract No.(GRI N)</u></th> </tr> </thead> <tbody> <tr><td>1. Bf Businesses</td><td>0000006841</td></tr> <tr><td>2. C6 Tactical</td><td>0000006840</td></tr> <tr><td>3. Cintas</td><td>0000006839</td></tr> <tr><td>4. Designlab</td><td>0000006879</td></tr> <tr><td>5. Global Trading</td><td>0000006842</td></tr> <tr><td>6. International Footwear</td><td>0000006878</td></tr> <tr><td>7. SSD</td><td>0000006836</td></tr> </tbody> </table>	<u>Supplier</u>	<u>Child Contract No.(GRI N)</u>	1. Bf Businesses	0000006841	2. C6 Tactical	0000006840	3. Cintas	0000006839	4. Designlab	0000006879	5. Global Trading	0000006842	6. International Footwear	0000006878	7. SSD	0000006836	Shantrell Page
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3. Cintas	0000006839																		
4. Designlab	0000006879																		
5. Global Trading	0000006842																		
6. International Footwear	0000006878																		
7. SSD	0000006836																		
1.	3/28/2022	<p>The parent contract and child contracts for the following six vendors (Cintas Corporation No. 2, C6 Tactical, Global Trading, Inc., International Footwear, Inc., BF Businesses, and Safety Shoe Distributors LLP) is established in INFORMS and Roadmap issued to Departments.</p> <p>Note: Remaining awarded vendor (DesignLab) is pending insurance and will be added to the contract upon receipt and approval. Roadmap will be updated and departments notified.</p>	Shantrell Page																



PART #1: AWARDED VENDOR(S)

VENDOR	CONTACT NAME	PHONE NUMBER	E-MAIL ADDRESS	OPERATING ADDRESS	BRANDS DISCOUNT & OFF MSRP
BF BUSINESSES, LLC DBA RED WING SHOES	FACUNDO FRAGA, OWNER	(305)-200-5621	RWSS606@REDWINGSHOES.COM	7800 NW 25TH ST, UNIT 19 33122	REFER TO ATTACHED AWARD SUMMARY
C6 TACTICAL CORP	VICTOR RODRIGUEZ, MANAGER ANDREW CAMACHO, DIRECTOR	(954)-519-3808	CUSTOMERSERVICE@511BROWARD.COM ANDREW@511MIAMI.COM	3887 NW 107TH AVE, SUITE 107 33178	REFER TO ATTACHED AWARD SUMMARY
CINTAS CORPORATION NO.2	JARED ERICKSON, SALES CHRISTOPHER DUNNE, GOVT MAJOR ACCT. MNGR	(813)-597-4915 (239)-634-8094	ERICKSONJ4@CINTAS.COM DUNNEC@CINTAS.COM	6800 CINTAS BLVD 45040 WWW.CINTAS.COM	REFER TO ATTACHED AWARD SUMMARY
DESIGN LAB, INC.	MATT MOLLER, VP SALES	(864)-915-4249	MATTPMOLLER@YAHOO.COM	2550 NW 20TH ST 33142	REFER TO ATTACHED AWARD SUMMARY
GLOBAL TRADING, INC. (SBE)	VIRAJ WIKRAMANAYAKE	(305)-471-4455	ACCOUNTING@GTIM.COM	7500 NW 25 STREET, UNIT 12 33122	REFER TO ATTACHED AWARD SUMMARY
INTERNATIONAL FOOTWEAR, INC. DBA WORKTOWN (SBE)	MERCY ALVAREZ, ADMINISTRATOR	(305)-869-9900	MERCY@INTLFOOTWEAR.COM	4000 NW 29 STREET 33122	REFER TO ATTACHED AWARD SUMMARY
SAFETY SHOE DISTRIBUTORS, LLP.	PATRICK MCELLIGOT	(713)-928-6691	PATRICKM@SAFETYSHOEDIST.COM	9330 LAWNSDALE 77012	REFER TO ATTACHED AWARD SUMMARY

PART #2: ITEMS AWARDED

See attached Award Summary for brands awarded to each Vendor and the discount offered off of the MSRP for each awarded brand. Visit the following link for MSRP lists per brand:

- Miami-Dade County Link: [FB-01730 - Safety Shoes and Boots - 2022 MSRP List](#)
- External Users Link: [FB-01730 - Safety Shoes and Boots - 2022 MSRP List \(External Users\)](#)

PART #3: TERMS AND CONDITIONS

1. PRICES

With the exception of increases to the MSRP, the percentage discount shall be fixed and firm for the duration of the Contract. Ninety (90) days prior to the end of each contract year, Awarded Bidder(s) may submit updated MSRPs to the ISD-SPD that have been received directly from the manufacturer. If accepted these MSRPs will become effective the first day of the new contract year. Failure to provide new MSRPs at the appropriate time will result in no adjustment in the base price for the following contract year. ISD-SPD staff will share these MSRPs with all County departments.

2. DELIVERY



County employees expect to take delivery of shoes the day they try them on. At time of purchase, employees will provide a voucher/purchase order, issued by the County to the Awarded Bidder(s). It is the Awarded Bidder(s) responsibility, to sell only the brand of shoes or boots authorized by the County for its employees on the County voucher or purchase order. On occasion, footwear may not be in the Awarded Bidder's inventory. In those instances, the Awarded Bidder(s) shall deliver the ordered footwear within thirty (30) calendar days.

Delivery must be made within ten (10) calendar days of the order being placed for all Internet sales. Delivery and return charges are not acceptable. Awarded Internet Bidder(s) must provide a pre-paid return label with all deliveries.

All deliveries shall be made in accordance with good commercial practice and all required delivery timeframes shall be adhered to, except in such cases where the delivery will be delayed due to acts of nature, strikes, or other causes beyond the control of the Awarded Bidder(s). In these cases, the Awarded Bidder(s) shall notify the County of the delays in advance of the original delivery date so that a revised delivery schedule can be appropriately considered by the County.

3. EMPLOYEE PAYMENT

County employees shall be authorized to pay the difference between the amount authorized in the voucher/purchase order and the discounted price of the shoe, this payment may be made via cash, check or the employee's credit card.

4. RETURNS

Returns within thirty (30) days of receipt of the order shall be accepted by the Awarded Bidder(s) for full credit. Replacement items or credits must be processed within seven (7) days of receipt of returned item. Should the Awarded Bidder(s) to whom the contract is awarded fail to deliver in the number of days stated above, the County reserves the right to cancel the order, purchase the goods elsewhere and charge the incumbent Bidder with re-procurement costs.

5. REBATES AND SPECIAL PROMOTIONS

All rebates and special promotions offered by a manufacturer during the term of the contract shall be passed on by the Awarded Bidder(s) to the County. It shall be the responsibility of the Awarded Bidder(s) to notify the County of such rebates and/or special promotions during the contract term.

Special promotions shall be offered by the Awarded Bidder(s) to the County provided that the new price charged for the item(s) is lower than would otherwise be available through the contract. It is understood that these special promotions may be of a limited duration. At the end of such promotion, the standard contract price shall prevail.

PART #4: TECHNICAL SPECIFICATIONS

1. GENERAL REQUIREMENTS

- a. Awarded Bidder(s) shall have the ability to provide a variety of shoes and boots in both men's and women's sizes, in medium and wide widths.
- b. All footwear shall be constructed of durable and commercially acceptable materials, such as Leather, Nylon, PVC, Polyurethane, Nitrile, Rubber, or other man-made materials.

2. FACILITY/MOBILE UNIT

In addition to a facility, the Awarded Bidder(s) may provide a mobile unit that will drive to various County sites, to assist in the selection, sizing/fitting and purchase. If a local store is available, the various County Departments may choose to schedule employees, as appropriate within County or Departmental guidelines, to go to the establishment for assistance in the selection, sizing/fitting and/or purchase of the footwear.

3. REGULAR AND SPECIAL SIZES

A. Regular Sizes

Shoes and boots shall be made available in sizes ranging from 5 through 15, and widths of D, E, EE, EEE (men's) and sizes 4 through 13, medium, and extra wide (women's), where applicable.

B. Special Sizes



A flat fee for special shoes and boots beyond those listed in A above shall be stated on the price sheet or it shall be assumed that the percentage discount provided for regular size shoes and boots applies to all sizes.

4. PERSONNEL

All authorized personnel assisting County employees with sizing and selection of shoes and boots shall be sufficiently trained and possess the knowledge and experience to advise proper fitting and correct application for all areas of usage (dress, sport, safety, etc.).

5. INTERNET PURCHASES

Awarded Bidder(s) offering internet purchase shall make available a password protected site (for access by all departments) listing all shoes/boots available for purchase by the County, the MSRP from which the Awarded Bidder's percentage discount will be deducted to arrive at the County's invoice price. Prices on this site may only change in accordance with paragraphs 2.4 and 2.10 of this solicitation.

A minimum of AES128 bit encryption or above is required for the user session. This is normally accomplished through the implementation of a certificate on the web server which enables https: Session must be encrypted in its entirety, from login, through order placement and credit card acceptance. User ID's and Passwords (login credentials) must also be stored in an encrypted fashion (minimum AES 128 bit) on the vendor's infrastructure. The successful bidder shall immediately advise the County as soon as it becomes aware of any breaches to internet security. Site must be capable of capturing at a minimum; the name of the authorizing official, employee for which the item(s) is being ordered, delivery address and the identifying number of the purchase voucher, purchase order, work order number). In certain circumstances the employee is authorized to pay the difference between the amount authorized in the voucher/purchase order and the discounted price of the shoe, this payment may be made via the employee's credit card.

4. REPORTING REQUIREMENT

Awarded Bidder(s) will generate and submit quarterly sales reports to the ISD – SPD, upon request. The report shall include, but not be limited to, the following information:

- a) County Department
- b) Employee's Name
- c) Date of Purchase
- d) Brand and Model Number per Item
- e) Description of Item
- f) Quantity Purchased
- g) Gender/Size Purchased
- h) Price/Discount per Item
- i) Total Sale Amount

AWARD SUMMARY REPORT			This report reflects vendors meeting all qualification criteria for each brand, per the Method of Award.				
Bid No.:	FB-01730	METHOD OF AWARD	Award will be made to the three responsive, responsible bidder offering the highest percentage discount per brand				
Title:	Safety Shoes and Boots	SBE APPLICATION	SBE Bid Preference applied as applicable Tiered SBE preference is applied to brands estimated up to 100k (both Global Trading and International Footwear are Tier 3 SBE firms, 5% applicable) 10% SBE preference is applied to brands over 100k				
		LP/LHQ	10-15%				
Item No.	Brands	Percentage Discount		Percentage Discount		Percentage Discount	
		Name	% Discount	Name	% Discount	Name	% Discount
1	5.11 Tactical	C6 Tactical Corp	30	Design Lab Inc	27	International Footwear	25
2	Ariat	Safety Shoe Distributors	16	Global Trading Inc	15	N/A	
3	Avenger	Safety Shoe Distributors	21	International Footwear	20	Global Trading Inc	15
4	Bates Uniform Footwear	Global Trading Inc	32.5	Design Lab Inc	32	Safety Shoe Distributors	31.5
5	Belleville	Design Lab Inc	23	Global Trading Inc	10	N/A	
6	Carhartt	Global Trading Inc	25	International Footwear	25	N/A	
7	Caterpillar	Cintas Corporation	30	International Footwear	25	Safety Shoe Distributors	25
8	Cofra	International Footwear	20	N/A			
9	Danner	Design Lab Inc	27	International Footwear	25	Global Trading Inc	10
10	Dickies	N/A					
11	Dr. Martens Industrial	Safety Shoe Distributors	21	N/A			
12	Florsheim	Global Trading Inc	27.5	International Footwear	25	Design Lab Inc	25
13	Genuine Grip Footwear	Cintas Corporation	25	Safety Shoe Distributors	15	N/A	
14	Georgia Boot	Global Trading Inc	15	N/A			
15	Grabbers	Cintas Corporation	30	Safety Shoe Distributors	25	Global Trading Inc.	10
16	Haix	International Footwear	25	Design Lab Inc	19	Global Trading Inc	10
17	Harley-Davidson Footwear	International Footwear	25	Cintas Corporation	25	Safety Shoe Distributors	20
18	HYTEST Safety Footwear	Safety Shoe Distributors	25	N/A			
19	Irish Setter	International Footwear	25	BF Businesses	20	N/A	
20	Iron Age	Global Trading Inc	27.5	Design Lab Inc	25	Cintas Corp	25
21	Ironwear	Global Trading Inc	10	N/A			
22	Keen	Global Trading Inc	22.5	N/A			
23	Knapp	Global Trading Inc	27.5	Design Lab Inc	25	Safety Shoe Distributors	22
24	LaCrosse	Design Lab Inc	27	International Footwear	25	Global Trading Inc	10
25	Magnum	N/A					
26	Mellow Walk	International Footwear	25	N/A			
27	Merrell	Design Lab Inc	23	Global Trading Inc	22.5	Safety Shoe Distributors	20
28	Nautilus Safety Footwear	International Footwear	25	Global Trading Inc	25	Safety Shoe Distributors	21
29	Nord Trail	Safety Shoe Distributors	12	N/A			
30	Original Swat	C6 Tactical Corp	30	Global Trading Inc	10	N/A	
31	Puma Safety Wear	International Footwear	25	Global Trading Inc	10	N/A	
32	Red wing	BF Businesses	20	N/A			
33	Redback	International Footwear	25	Design Lab Inc	25	Global Trading Inc	22.5
34	Reebok	Global Trading Inc	32.5	Design Lab Inc	30	International Footwear	25
35	Rhino	Global Trading Inc	10	N/A			
36	Ridge	Design Lab Inc	25	Global Trading Inc	10	N/A	
37	Rockport Works	Global Trading Inc	27.5	Design Lab Inc	25	Cintas Corp	25
38	Rocky Duty and Works	Design Lab Inc	21	Global Trading Inc	15	N/A	
39	Salomon	Global Trading Inc	10	N/A			
40	Skechers Work	International Footwear	20	Global Trading Inc	10	Safety Shoe Distributors	5
41	Sperry	Design Lab Inc	31	N/A			
42	Thorogood Shoes	Design Lab Inc	32	International Footwear	30	Global Trading Inc	26
43	Timberland Pro Series	Global Trading Inc	30	Design Lab Inc	25	Safety Shoe Distributors	22.5
44	Under Armour	Design Lab Inc	28	Global Trading Inc	10	N/A	
45	Wolverine Boots and Shoes	International Footwear	30	Global Trading Inc	25	Safety Shoe Distributors	21.5



**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:	Shereece George-Depusoir, Chief Procurement Officer
VIA:	Mario A. Diaz, City Manager
DATE:	February 18, 2025

RE: Resolution No. R2025-27 Change Order for Tropic Fence for Citywide Fence Repairs (Shereece George-Depusoir, Chief Procurement Officer)

Description

Tropic Fence, Inc. provides essential chain link and picket fence installation and repair services to the City of North Miami Beach. These services play a crucial role in ensuring the safety of city employees, protecting city properties such as parks and water treatment facilities, and safeguarding residents and visitors at city-owned facilities.

BACKGROUND ANALYSIS:

The City is utilizing Tropic Fence's services under the City of Fort Lauderdale's Contract for ITB 12690-022-3 Fence, Chain Link and Picket, which is effective from September 6, 2022, through September 5, 2023, with three (3) one-year renewal terms. The contract has been renewed through September 5, 2025, and may be renewed for an additional term through September 5, 2026.

RECOMMENDATION: The Chief Procurement Officer and the City Manager recommend that the City Commission approve and authorize the City Manager, or designee, to approve a change order to the contract with Tropic Fence, Inc. This change order will authorize an additional \$80,000 in annual expenditures for the procurement of these fence installation and repair services across city properties.

Requesting Purchase Orders for the allocated amount of \$80,000, as

FISCAL/ BUDGETARY approved in the adopted FY25 budget appropriation.

IMPACT:

The additional \$5k expenditure request is based on emergency maintenance. The expenditure will cover inflation and unforeseen costs for 3 departments (Public Works, Parks and NMB Water).

ATTACHMENTS:

Description

- ▣ Resolution_Tropic
- ▣ Exhibit A_Tropic

RESOLUTION NO. 2025-

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING A PIGGYBACK CONTRACT BETWEEN THE CITY AND TROPIC FENCE, INC. FOR THE PURCHASE OF FENCE INSTALLATION AND MAINTENANCE SERVICES; IN AN ESTIMATED ANNUAL BUDGETED AMOUNT OF \$80,000; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS; PROVIDING FOR SEVERABILITY; SUBJECT TO THE BUDGET APPROPRIATION AND AVAILABILITY OF FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, The City of Fort Lauderdale, awarded ITB 12690-022-3 “Fence, Chain Link and Picket” to Tropic Fence, Inc. (“Tropic Fence”) for a one-year term effective September 6, 2022, through September 5, 2023, with the option to renew for three (3) additional one-year periods through September 5, 2026 (“Piggyback Contract”); and

WHEREAS, Fence installation and repair services are essential in ensuring safety, security, access control, etc in and around the City. These services are integral to ensure proper maintenance at City facilities through the daily operations of Parks & Recreation, Public Works, and NMB Water Departments; and

WHEREAS, the City shall utilize Tropic Fence through the Fort Lauderdale agreement, in accordance with the terms, conditions and pricing of the agreement and upon subsequent contract extensions; 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 Chief Procurement Officer recommend that the City Commission approve and authorize the City Manager or designee approve a Piggyback Contract in an estimated annual budgeted amount of \$80,000 for the purchase of fence installation and repair

RESOLUTION NO. R2025-XX

services with Tropic Fence, 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 annual budgeted amount of \$80,000 for the purchase of fence installation and repair services with Tropic Fence, 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 Tropic Fence Inc., in substantially the form attached as Exhibit "A" in an estimated annual budgeted amount of \$80,000, for the purchase of fence installation and repair services, subject to budget appropriation and availability of funds is hereby approved.

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

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

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

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

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

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

RESOLUTION NO. R2025-XX

APPROVED AND ADOPTED by the City of North Miami Beach City Commission at the regular meeting assembled this **18th day of February 2025**.

ATTEST:

ANDRISE BERNARD, MMC
CITY CLERK

MICHAEL JOSEPH
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. R2025-XX

EXHIBIT A



CHANGE ORDER FORM

PROCUREMENT MANAGEMENT DIVISION

(Revised 5.1.23)

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

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:

Procurement Notes:

Account Number: _____

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

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

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

RECOMMENDED:

(Project Manager / Preparer)

By:

(Division Approval)

(Signature) (Date)

By:

(Department Head) (Date)

APPROVED:

By:

(Finance Department) (Date)

By:

(Procurement Department) (Date)

By:

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



August 26, 2024

Tropic Fence, Inc.
Attention: Lyn Tilley
1864 NW 21st Street
Pompano Beach, FL 33069

Email: tropicfence@bellsouth.net

SUBJECT: Renewal of Term Contract for INFOR No. 302 (12690-022-3); Fence, Chain Link and Picket, Annual Contract, Amendment 2

Dear Ms. Tilley,

The subject Contract will expire on September 5, 2024.

In accordance with the terms and conditions of the subject Contract, the Contract may, by mutual consent of the parties be renewed for an additional twelve (12) months period. The City would like to exercise the right to renew this Contract for an additional year at the existing pricing, terms, and conditions. **Once renewed, the new contract expiration date will be September 5, 2025.**

Please indicate your approval of this offer by having an authorized officer of your firm execute the **ACCEPTANCE** portion below and return it by email to Marie Flynn at mflynn@fortlauderdale.gov.

Upon complete execution of the below, this Amendment will be your official notice that the Contract has been extended for one (1) year. Please ensure any required Insurance Certificates are current and a copy is attached to your response.

Thank you for your immediate attention to this matter.

Sincerely,

On behalf of:

Glenn Marcos, CPPO, CPPB, FCPM, FCPA
Chief Procurement Officer/
Assistant Finance Director-Procurement and Contracts

ACCEPTANCE

By *Lyn Tilley*
Official Signature **LYN TILLEY**
CONTROLLER

Name _____ Title _____

Date 8/27/24

**AGREEMENT FOR THE PURCHASE, INSTALLATION AND MAINTENANCE
OF FENCE, CHAIN LINK AND PICKET**

THIS AGREEMENT, made this 6th day of September, 2022, is by and between the City of Fort Lauderdale, a Florida municipality, (“City”), with its address located at 100 North Andrews Avenue, Fort Lauderdale, Florida 33301-1016, and **Tropic Fence, Inc., a Florida profit corporation**, (“Contractor” or “Company”), with its principal address located at **1864 NW 21st Street, Pompano Beach, Florida 33069, Email: tropicfence@bellsouth.net; Phone: 954-978-1250** (collectively “Parties”).

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Contractor covenant and agree as follows:

WITNESSETH:

I. DOCUMENTS

The following documents (collectively “Contract Documents”) are hereby incorporated into and made part of this Agreement:

- (1) **Solicitation No. 12690-022 – Fence, Chain Link and Picket, Annual Contract**, including any and all exhibits and addenda prepared by the City of Fort Lauderdale, (“ITB” or “Exhibit A”).
- (2) The Contractor’s response to the ITB, dated **June 13, 2022** (“Exhibit B”).

All Contract Documents may also be collectively referred to as the “Documents.” In the event of any conflict between or among the Documents or any ambiguity or missing specifications or instruction, the following priority is established:

- A. First, this Agreement dated September 6, 2022 and any attachments.
- B. Second, Exhibit A
- C. Third, Exhibit B

II. SCOPE

The Contractor shall perform the work under the general direction of the City as set forth in the Contract Documents.

Unless otherwise specified herein, the Contractor shall perform all work identified in this Agreement. The Parties agree that the scope of services is a description of Contractor’s obligations and responsibilities, and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.

Contractor acknowledges and agrees that the City’s Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement. Any change orders to the Scope of Services or amendments to the Contract Documents must be authorized by the City Manager, or his designee, and approved

by the City Commission whenever required in compliance with the Charter and Code of Ordinances for the City of Fort Lauderdale.

By signing this Agreement, the Contractor represents that it has thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the description of the work and the conditions under which the work is to be performed.

III. TERM OF AGREEMENT

The initial term of this Agreement shall commence on September 6, 2022 and shall end on September 5, 2023. The City reserves the right to extend this Agreement for three (3) additional one (1) year terms, provided all terms, conditions and specifications contained herein remain the same, and the extension is mutually agreed to in writing and signed by both Parties. In the event the term of this Agreement extends beyond the end of any fiscal year of City, to wit, September 30th, the continuation of this Agreement beyond the end of the City's fiscal year shall be subject to and conditioned upon both the appropriation and the availability of funds.

IV. COMPENSATION

The Contractor agrees to provide the services and/or materials as specified in the Contract Documents at the cost specified in **Exhibit B**. It is acknowledged and agreed by Contractor that this amount is the maximum payable and constitutes a limitation upon City's obligation to compensate Contractor for Contractor's services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. Except as otherwise provided in the solicitation, no amount shall be paid to Contractor to reimburse Contractor's expenses.

V. METHOD OF BILLING AND PAYMENT

Contractor may submit invoices for compensation no more often than monthly, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed and/or the goods provided.

City shall pay Contractor within forty-five (45) days of receipt of Contractor's proper invoice, as provided in the Florida Local Government Prompt Payment Act, as may be amended from time to time.

To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the City's Contract Administrator. Payment may be withheld for failure of Contractor to comply with a term, condition, or requirement of this Agreement.

Notwithstanding any provision of this Agreement to the contrary, City may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the City's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by City.

VI. GENERAL CONDITIONS

A. Indemnification

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager, any sums due Contractor under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

B. Intellectual Property

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the Contractor's or the City's use of any copyrighted, patented or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

C. Termination for Cause

The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. The City Manager may also terminate this Agreement upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The Parties agree that if the City erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the work to the City's satisfaction; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

D. Termination for Convenience

The City reserves the right, in its best interest as determined by the City, to cancel this Agreement for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to the City's satisfaction pursuant to the Agreement through the termination date specified in

the written notice of termination. Contractor acknowledges and agrees that he/she/it has received good, valuable, and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by Contractor, for City's right to terminate this Agreement for convenience.

E. Cancellation for Unappropriated Funds

The City reserves the right, in its best interest as determined by the City, to cancel this Agreement for unappropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

F. Insurance

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Contractor, at its sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Contractor. The Contractor shall provide the City a certificate of insurance evidencing such coverage. The Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the City's Risk Manager.

The coverages, limits, and/or endorsements required herein protect the interests of the City, and these coverages, limits, and/or endorsements shall in no way be relied upon by the Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

The following insurance policies and coverages are required:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent contractors.

The City, a Florida municipal corporation, its officials, employees, and volunteers are to be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal

or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, and volunteers.

Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against the City, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

Insurance Certificate Requirements

- a. The Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.
- b. The Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term or any surviving obligation of the Contractor following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, the Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.

- g. The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

The Contractor has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Contractor's expense.

If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

The Contractor's insurance coverage shall be primary insurance as respects to the City, a Florida municipal corporation, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, a Florida municipal corporation, its officials, employees, or volunteers shall be non-contributory.

Any exclusion or provision in any insurance policy maintained by the Contractor that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

The Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement to the Contractor's insurance company or companies and the City's Risk Management office, as soon as practical.

It is the Contractor's responsibility to ensure that any and all of the Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

G. Environmental, Health and Safety

Contractor shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the Work. Contractor shall comply, and shall secure compliance by its employees, agents, and subcontractors, with all applicable environmental, health, safety and security laws and regulations, and performance

conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Contractor. Contractor shall be responsible for examining all requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the Work. Contractor agrees to utilize protective devices as required by applicable laws, regulations, and any industry or Contractor's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

H. Standard of Care

Contractor represents that it is qualified to perform the work, that Contractor and his/her/its subcontractors possess current, valid state and/or local licenses to perform the work, and that their services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified contractors under similar circumstances.

I. Rights in Documents and Work

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City; and Contractor disclaims any copyright in such materials. In the event of and upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of City and shall be delivered by Contractor to the City's Contract Administrator within seven (7) days of termination of this Agreement by either Party. Any compensation due to Contractor shall be withheld until Contractor delivers all documents to the City as provided herein.

J. Audit Right and Retention of Records

City shall have the right to audit the books, records, and accounts of Contractor and Contractor's subcontractors that are related to this Agreement. Contractor shall keep, and Contractor shall cause Contractor's subcontractors to keep, such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of Contractor and Contractor's subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor or Contractor's subcontractor, as applicable, shall make same available at no cost to City in written form.

Contractor and Contractor's subcontractors shall preserve and make available, at reasonable times for examination and audit by City in Broward County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida public records law, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida public records law is determined by City to be applicable to Contractor and Contractor's subcontractors' records, Contractor and Contractor's subcontractors shall comply with all requirements thereof; however, Contractor and Contractor's subcontractors shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records,

and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

Contractor shall, by written contract, require Contractor's subcontractors to agree to the requirements and obligations of this Section.

The Contractor shall maintain during the term of the Agreement all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this Agreement.

K. Public Entity Crime Act

Contractor represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes (2021), as may be amended from time to time, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under an Agreement with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes (2021), as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement and may result in debarment from City's competitive procurement activities.

L. Independent Contractor

Contractor is an independent contractor under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of the Contractor. In providing such services, neither Contractor nor Contractor's agents shall act as officers, employees, or agents of City. No partnership, joint venture, or other joint relationship is created hereby. City does not extend to Contractor or Contractor's agents any authority of any kind to bind City in any respect whatsoever.

M. Inspection and Non-Waiver

Contractor shall permit the representatives of CITY to inspect and observe the Work at all times.

The failure of the City to insist upon strict performance of any other terms of this Agreement or to exercise any rights conferred by this Agreement shall not be construed by Contractor as a waiver of the City's right to assert or rely on any such terms or rights on any future occasion or as a waiver of any other terms or rights.

N. Assignment and Performance

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other Party. In addition, Contractor shall not subcontract any portion of the work required by this Agreement, except as provided in

the Schedule of Subcontractor Participation. City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Contractor of this Agreement or any right or interest herein without City's prior written consent.

Contractor represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

Contractor shall perform Contractor's duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of Contractor's performance and all interim and final product(s) provided to or on behalf of City shall be comparable to the best local and national standards.

In the event Contractor engages any subcontractor in the performance of this Agreement, Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Agreement. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend at Contractor's expense, counsel being subject to City's approval or disapproval, and indemnify and hold City and City's officers, employees, and agents harmless from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Contractor's subcontractors for payment for work performed for City by any of such subcontractors, and from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Contractor's subcontractors or by any of Contractor's subcontractors' officers, agents, or employees. Contractor's use of subcontractors in connection with this Agreement shall be subject to City's prior written approval, which approval City may revoke at any time.

O. Conflicts

Neither Contractor nor any of Contractor's employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment and care related to Contractor's performance under this Agreement.

Contractor further agrees that none of Contractor's officers or employees shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event Contractor is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, Contractor agrees to require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as Contractor.

P. Schedule and Delays

Time is of the essence in this Agreement. By signing, Contractor affirms that it believes the schedule to be reasonable; provided, however, the Parties acknowledge that the schedule might be modified as the City directs.

Q. Materiality and Waiver of Breach

City and Contractor agree that each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties in exchange for *quid pro quo*, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

R. Compliance With Laws

Contractor shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing Contractor's duties, responsibilities, and obligations pursuant to this Agreement.

S. Severance

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the provisions not having been found by a court of competent jurisdiction to be invalid or unenforceable shall continue to be effective.

T. Limitation of Liability

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of \$1,000. Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery from the City for any damage action for breach of contract or for any action or claim arising from this Agreement to be limited to a maximum amount of \$1,000 less the amount of all funds actually paid by the City to Contractor pursuant to this Agreement.

Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor hereby agrees that the City shall not be liable to Contractor for damages in an amount in excess of \$1,000 which amount shall be reduced by the amount actually paid by the City to Contractor pursuant to this Agreement, for any action for breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Section 768.28, Florida Statutes.

U. Jurisdiction, Venue, Waiver, Waiver of Jury Trial

The Agreement shall be interpreted and construed in accordance with, and governed by, the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claims

arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS EITHER PARTY MIGHT HAVE TO A TRIAL BY JURY OF ANY ISSUES RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

V. Amendments

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Parties, or their respective designee, and approved by the City Commission whenever required in compliance with the City Charter and Code of Ordinances.

W. Prior Agreements

This document represents the final and complete understanding of the Parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The Parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

X. Payable Interest

Except as required and provided for by the Florida Local Government Prompt Payment Act, City shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Contractor waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

Y. Representation of Authority

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

Z. Uncontrollable Circumstances ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this Agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil

commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

1. The non-performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

2. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

3. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

4. The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the Agreement shall be extended by a period equal to that during which either Party's performance is suspended under this Section.

AA. Scrutinized Companies

Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), affirmed, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the “Cuba Amendment,” the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2021), that it is not engaged in a boycott of Israel, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2021), as may be amended or revised. The City may terminate this Agreement at the City’s option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2021), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2021), or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2021), as may be amended or revised.

BB. Public Records

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK’S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA, 33301, PHONE: 954-828-5002, EMAIL: PRRCONTRACT@FORTLAUDERDALE.GOV.

Contractor shall comply with public records laws, and Contractor shall:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2021), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Contractor does not transfer the records to the City.
4. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

CC. Non-Discrimination

The Contractor shall not discriminate against its employees based on the employee's race, color, religion, gender, gender identity, gender expression, marital status, sexual orientation, national origin, age, disability, or any other protected classification as defined by applicable law.

1. The Contractor certifies and represents that the Contractor offers the same health benefits to the domestic partners of its employees as are offered its employees' spouses or offers its employees the cash equivalent of such health benefits because it is unable to provide health benefits to its employees' domestic partners, and that the Contractor will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2021), as may be amended or revised, ("Section 2-187"), during the entire term of this Agreement.
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

DD. E-Verify

As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes (2021), as may be amended or revised, the Contractor and its subcontractors shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.

1. The Contractor shall require each of its subcontractors, if any, to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of the subcontractor's affidavit for the duration of this Agreement and in accordance with the public records requirements of this Agreement.

2. The City, the Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Subsection 448.09(1), Florida Statutes (2021), as may be amended or revised, shall terminate the contract with the person or entity.

3. The City, upon good faith belief that a subcontractor knowingly violated the provisions of Subsection 448.095(2), Florida Statutes (2021), as may be amended or revised, but that the Contractor otherwise complied with Subsection 448.095(2), as may be amended or revised, shall promptly notify Contractor and order the Contractor to immediately terminate the contract with the subcontractor, and the Contractor shall comply with such order.

4. A contract terminated under Subparagraph 448.095(2)(c)1. or 2., Florida Statutes (2021), as may be amended or revised, is not a breach of contract and may not be considered as such. If the City terminates this contract under Paragraph 448.095(2)(c), Florida Statutes (2021), as may be amended or revised, the Contractor may not be awarded a public contract for at least one year after the date on which the contract was terminated. The Contractor is liable for any additional costs incurred by the City as a result of termination of this Agreement.

5. Contractor shall include in each of its subcontracts, if any, the requirements set forth in this Section VI.DD., including this subparagraph, requiring any and all subcontractors, as defined in Subsection 448.095(1)(j), Florida Statutes (2021), as may be amended or revised, to include all of the requirements of this Section VI.DD. in their subcontracts. Contractor shall be responsible for compliance by any and all subcontractors, as defined in Subsection 448.095(1)(j), Florida Statutes (2021), as may be amended or revised, with the requirements of Section 448.095, Florida Statutes (2021), as may be amended or revised.

EE. Notices

Whenever it is provided herein that notice of default, demand, request or other communication shall or may be given to, or served upon, either of the parties by the other, or either of the parties shall desire to give or serve upon the other any notice of default, demand, request or other communication with respect hereto or with respect to any matter set forth in this Agreement, each such notice of default, demand, request or other communication shall be in writing and any law or statute to the contrary notwithstanding shall not be effective for any purpose unless the same shall be given by hand delivery, or by a nationally recognized overnight courier, or by mailing the same by

registered or certified mail, postage prepaid, return receipt requested, addressed to the party at the address set forth below, or at such other address or addresses and to such other person or firm as each party may from time to time designate by notice as herein provided.

AS TO CITY: Greg Chavarria
City Manager
City Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, Florida 33301

With a copy to: Alain E. Boileau
City Attorney
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, Florida 33301

AS TO CONTRACTOR: Tropic Fence, Inc.
ATTN: Steve Nespoli
1864 NW 21st
Pompano Beach, Florida 33069

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IN WITNESS WHEREOF, the City and the Contractor execute this Agreement as follows:

ATTEST:

David R. Soloman
David R. Soloman, City Clerk



CITY OF FORT LAUDERDALE, a Florida municipality

By: Greg Chavarria
Greg Chavarria,
City Manager

16 day of September, 2022

Approved as to form:
ALAIN E. BOILEAU, City Attorney

By: Patricia Saint-Vil-Joseph
Patricia Saint-Vil-Joseph
Assistant City Attorney

WITNESSES:

Jim Allgire
Signature
Print Name

Rey Ramos
Signature
Print Name

TROPIC FENCE, INC., a Florida profit corporation

By: Gina Nespoli
Gina Nespoli, President

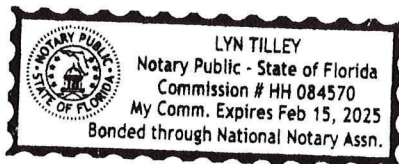
(CORPORATE SEAL)



STATE OF Florida :
COUNTY OF Broward :

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 24 day of August, 2022, by **Gina Nespoli**, as President for **Tropic Fence, Inc.**, a Florida profit corporation.

(SEAL)



Lyn Tilley
Notary Public, State of _____
(Signature of Notary Public)

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

Personally Known X OR Produced Identification _____
Type of Identification Produced _____



**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:	Hamid Nikvan, NMB Water Director
VIA:	Mario A. Diaz, City Manager
DATE:	February 18, 2025

RE: Resolution No. R2025-28 Approving a Purchase Order with Water Treatment & Controls, Inc., for the Purchase of Various Pumps, Motors, Parts and Services (Hamid Nikvan, NMB Water Director)

Description

The City of North Miami Beach relies on Water Treatment & Controls, Inc. for essential equipment, including slakers, ammoniators, sulfuric acid pumps, motors, parts, and related services. These components are necessary for the proper functioning of water distribution and wastewater treatment systems, contributing to operational efficiency, reducing downtime, and preventing service interruptions.

**BACKGROUND
ANALYSIS:**

Water Treatment & Controls Technology, Inc. dba Water Treatment & Controls is an exclusive distributor and authorized service provider for Evoqua Water Technologies LLC, Integrity Municipal Systems LLC, and UGSI Chemical Feed Inc.'s equipment. They are responsible for sales and after-market parts and services for municipal customers.

A Notice to Sole Source (Ref: NTS-24-047-AS), was published on the Periscope E-Procurement portal. The notice outlined the City's intention to proceed with a sole-source procurement methodology for the purchase of pumps, parts, spares, and services from Water Treatment & Controls, Inc. During that period, the city did not receive and or could not substantiate the same products or services from alternate vendors.

RECOMMENDATION: The NMB Water Director and Chief Procurement Officer recommend that the City Commission approve and authorize the City Manager or designee

to approve the Sole Source purchase with Water Treatment & Controls, Inc. dba Water Treatment & Controls in an estimated budgeted amount of \$ 68,287.00 for the purchase of various pumps, motors, parts and services.

FISCAL/ BUDGETARY Requesting a Purchase Order for the allocated amount of 68,287.00, as
IMPACT: approved in the adopted FY25 budget appropriation.

ATTACHMENTS:

Description

- Resolution_ Water Treatment
- Exhibit A_ Water Treatment

RESOLUTION NO. 2025-XX

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING A PURCHASE ORDER WITH WATER TREATMENT & CONTROLS, INC. DBA WATER TREATMENT AND CONTROLS FOR THE PURCHASE OF VARIOUS PUMPS, MOTORS, PARTS AND SERVICES IN AN ESTIMATED BUDGETED AMOUNT OF \$68,287.00 AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; SUBJECT TO THE BUDGET APPROPRIATION AND AVAILABILITY OF FUNDS; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, Section 3-4.5 of the City’s Code of Ordinances provides that purchases of the following material and services shall be exempt from the bidding process and subject to the spending limitation provided in subsection 3-3.14a. Sole Source purchase. Sole source supplies and services, such as unique, patented, or franchised supplies or services are exempt if the Purchasing Agent determines, after conducting a good faith review of available sources, that the particular supply or service is available from one (1) source; and

WHEREAS, A Notice to Sole-Source (Ref: NTS-24-047-AS) was published on the Periscope E-Procurement portal outlining the City’s intention to proceed with the sole-source procurement methodology for the purchase of various pumps, motors and parts through Water Treatment & Controls Technology, Inc. dba Water Treatment and Controls. During that period, the City did not receive and/or could not substantiate the same products or services from alternate vendors, and

WHEREAS, the NMB Water Department requires various pumps, motors and parts for daily operations of the water and wastewater facilities to ensure continued service delivery, system reliability, and maintenance of infrastructure; and

WHEREAS, Water Treatment & Controls Technology, Inc. is the sole authorized representative in the State of Florida for Evoqua Water Technologies, LLC, Integrity Municipal Systems LLC and UGSI Chemical Feed Inc’s equipment, service, and sales of aftermarket parts to municipal customers; 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 sole source purchase in an estimated budgeted amount of \$68,287 for various

RESOLUTION NO. 2025-XX

pumps, motors, parts and services with Water Treatment & Controls, Inc; and

WHEREAS, the Mayor and City Commission believe it is in the best interests of the City to approve a sole source purchase in an estimated budgeted amount of \$68,287 for various pumps, motors, parts and services with Water Treatment & Controls, 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 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 sole source purchase in substantially the form attached as “Exhibit A”, for the purchase of various pumps, motors, parts, and services, in an estimated budgeted amount of \$68,287.00 with Water Treatment & Controls, Inc. dba Water Treatment and Controls 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.

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APPROVED AND ADOPTED by the City of North Miami Beach City Commission at the regular meeting assembled this **18th day of February 2025**.

ATTEST:

ANDRISE BERNARD, MMC
CITY CLERK

MICHAEL JOSEPH
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. 2025-XX

Solicitation NTS-24-047-AS

Equipment & Maintenance From Water Treatment & Controls

Bid Designation: Public



City of North Miami Beach

Bid NTS-24-047-AS

Equipment & Maintenance From Water Treatment & Controls

Bid Number **NTS-24-047-AS**

Bid Title **Equipment & Maintenance From Water Treatment & Controls**

Bid Start Date **Dec 11, 2024 11:43:21 AM EST**

Bid End Date **Dec 18, 2024 2:00:00 PM EST**

Bid Contact **Ahsan Saleem**
 Contract Compliance Specialist

Description

This is not a Request for Proposals and there is no solicitation available. The proposed contract action is for product or services for which the City intends to negotiate and award with only one source under the authority of the City of North Miami Beach City Code Section 3-4.8. Any responses received as a result of this Notice of Intent shall be considered solely for the purpose of determining whether to conduct a competitive procurement. Responses will not be considered as proposals, bids, or quotes.

The City of North Miami Beach, Florida intends to negotiate a Sole Source procurement:

Request Department/Office: NMB Water

Product and/or services to be purchased: Equipment & Maintenance From Water Treatment & Controls

Anticipated Cost: \$100,000

Sole Source Justification: The Norwood Water Plant currently need to purchase parts to repair the Slakers, the ammoniators and the sulfuric acid pumps. Those parts are currently available with Water Treatment and Control Inc. Water Treatment and Controls is the exclusive authorized representative in the state of Florida for these equipment. Therefore, all purchase repairs/replacement of parts, maintenance services can only be done through the sole representative.

Action to be Taken: Interested firms or individuals may identify their interest and capability to respond to the requirement by submitting in writing their name, address, point of contact, telephone number, email, and a statement regarding capability to provide the specified procurement per the attached specifications. Interested firms will be considered only if they respond with clear and convincing documentation that they are capable of meeting or exceeding the requirements stated herein. All responses received within seven (7) calendar days after the date of publication of this synopsis will be reviewed by the City. A determination by the Chief Procurement Officer not to compete this proposed action based on the responses to this notice is solely within the discretion of the Chief Procurement Officer.

All responses must be in writing and returned to ATTN: City of North Miami Beach, 17011 NE 19th Ave., Suite 315, North Miami Beach, FL 33162 by: e-mail to bids@citynmb.com . Note the number of the Sole Source Information inquiry on documentation.



Notice of Intent to Award a Sole Source Procurement

Subject: Equipment & Maintenance from Water Treatment & Controls

Document Number: NTS-24-047-AS

Date: December 11, 2024

Written Response Due: December 18, 2024

Time: 2:00 PM EST

E-mail Address: bids@citynmb.com

This is not a Request for Proposals and there is no solicitation available. The proposed contract action is for product or services for which the City intends to negotiate and award with only one source under the authority of the City of North Miami Beach City Code Section 3-4.8. Any responses received as a result of this Notice of Intent shall be considered solely for the purpose of determining whether to conduct a competitive procurement. Responses will not be considered as proposals, bids, or quotes.

The City of North Miami Beach, Florida intends to negotiate a Sole Source procurement:

Request Department/Office: NMB Water

Product or Service to be purchased: Equipment & Maintenance from Water Treatment & Controls

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Sole Source Justification: The Norwood Water Plant currently need to purchase parts to repair the Slakers, the ammoniators and the sulfuric acid pumps. Those parts are currently available with Water Treatment and Control Inc. Water Treatment and Controls is the exclusive authorized representative in the state of Florida for this equipment. Therefore, all purchase repairs/replacement of parts, maintenance services can only be done through the sole representative.

Active to be Taken: Interested firms or individuals may identify their interest and capability to respond to the requirement by submitting in writing their name, address, point of contact, telephone number, email, and a statement regarding capability to provide the specified procurement per the attached specifications. Interested firms will be considered only if they respond with clear and convincing documentation that they are capable of meeting or exceeding the requirements stated herein. All responses received within seven (7) calendar days after the date of publication of this synopsis will be reviewed by the City. A determination by the Chief Procurement Officer & sourcing Buyer II not to compete this proposed action based on the responses to this notice is solely within the discretion of the Chief Procurement Officer.

All responses must be in writing and returned to ATTN: City of North Miami Beach, 17011 NE 19th Ave., Suite 315, North Miami Beach, FL 33162 by: e-mail to bids@citynmb.com. Note the number of the Sole Source Information inquiry on documentation.



PROCUREMENT MANAGEMENT DIVISION

TO: Mario A. Diaz
City Manager

VIA: Chief Procurement Officer

FROM: (Name) PM
(Department)

DATE:

RE:

Annual Expenditure not to Exceed: \$ Vendor #

Section 3-4.5 Exemptions for Bidding, Purchase of the following materials and services shall be exempt from the bidding process and subject to the spending limitations provided in subsection 3-3.14, unless otherwise provided by State law: a. Sole source purchases. Sole-source supplies and services, such as unique, patented, or franchised supplies or services, are exempt if the Purchasing Agent determines, after conducting a good faith review of available sources, that the particular supply or service is available from only one (1) source.

Sole Source Justification: 3-4.8 Sole Source Purchasing. Department heads may recommend purchase of a part, commodity, or service from a sole source supplier after a reasonable search has been made to find other suppliers. The recommendation shall include a written justification documenting the potential vendors contacted, and the results. The Purchasing Agent shall either confirm the lack of additional suppliers or inform the Department of potential suppliers.

Large empty rectangular box for justification details.

Approved Date

Chief Procurement Officer (Up to \$25,000)

Mario A. Diaz, City Manager (Up to \$50,000)

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



PROCUREMENT EXPLANATION MEMO

PROCUREMENT MANAGEMENT DIVISION

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

VIA: Chief Procurement Officer

FROM: _____
Name

Title/Department

PM

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
Water Treatment & Control Company
Project Estimate Sheet

Bid NTS-24-047-AS

Quote#:	111424-MRB	Sales Rep:	Mike Robbins
Customer:	North Miami Beach	Date:	11/14/2024
Location:	Norwood Water Treatment Plant	Cust. Proj. #:	2025 Budgetary Parts Pricing
Contact:	Carlos Carrazana	Phone:	(727) 586-8395
QTY	Description of Equipment or Labor	List Price	Extended Price
INTEGRITY MUNICIPAL SYSTEMS (IMS)			
2	IMS Lime Slakers		
1	PXB60797 - Lime Slaker Belt	\$ 1,945.00	\$ 1,945.00
1	P72873 - Proximity Switch	\$ 237.00	\$ 237.00
1	P41131 - Left Paddle Shaft	\$ 2,346.00	\$ 2,346.00
1	P41132 - Right Paddle Shaft	\$ 2,346.00	\$ 2,346.00
1	P41152 - Top Wearing Plate	\$ 516.00	\$ 516.00
1	P41151 - Bottom Wearing Plate	\$ 365.00	\$ 365.00
1	U19241 - Split Collar	\$ 388.00	\$ 388.00
1	P39613 - Shaft Sleeve	\$ 447.00	\$ 447.00
1	U18534 - Roller Bearing	\$ 654.00	\$ 654.00
1	P42892 - Sleeve	\$ 330.00	\$ 330.00
1	P38408 - Boot, Shaft Seal	\$ 192.00	\$ 192.00
1	P39335 - Retainer Ring	\$ 18.00	\$ 18.00
1	P41154 - O-Ring (over boot)	\$ 4.00	\$ 4.00
1	P37190 - O-Ring (in front of boot)	\$ 4.00	\$ 4.00
1	U18080 - Shaft Seal	\$ 1,086.00	\$ 1,086.00
1	P70755 - O-Ring	\$ 17.00	\$ 17.00
1	P39366 - Gasket, Bearing Seal	\$ 58.00	\$ 58.00
1	UXA20437 - Torque Acuated Water Control Valve	\$ 4,588.00	\$ 4,588.00
EVOQUA / WALLACE & TIERNAN			
4	Evoqua 60-225 Direct Feed Ammoniators		
1	Ammoniators Annual Preventative Maintenance Service	\$ 11,455.00	\$ 11,455.00
1	60225OH - Ammoniator PM Kit	\$ 1,470.00	\$ 1,470.00
1	SFC-SC - Replacement Controler	\$ 2,334.00	\$ 2,334.00
1	U8279 - Ammonia Pressure Gauge	\$ 840.00	\$ 840.00
1	AAB5741 - Manifold	\$ 637.00	\$ 520.00
1	P49640 - Holder Orifice	\$ 402.00	\$ 328.00
1	AAA9086 - Gas Pressure Gauge	\$ 1,194.00	\$ 978.00
1	PXG49710 - Orifice Plate	\$ 288.00	\$ 235.00
Acutec 35 Ammonia Leak Detector			
1	U29364 - Ammonia Sensor & Transmitter	\$ 2,005.00	\$ 2,005.00
1	U29319 - Battery Backup System	\$ 349.00	\$ 349.00
1	U29316 - Power Supply	\$ 667.00	\$ 667.00
UGSI / CLEANWATER 1			
4	UGSI Sulfuric Acid Pumps		
1	AAA1121- Diaphragm Maintenance Kit	\$ 429.00	\$ 429.00
1	AMK4904 - Valve Kit	\$ 685.00	\$ 685.00
1	APP4035 - Diaphragm Backup Ring	\$ 886.00	\$ 886.00
1	APQ5268 - Head	\$ 1,142.00	\$ 1,142.00
1	ALI3193 - Oil Seal	\$ 28.00	\$ 28.00
1	Encore 700 E7C2PAHСКА1 - Replacement Pump	\$ 6,116.00	\$ 6,116.00
3	UGSI Sodium Hydroxide Pumps		
1	AAA1121- Diaphragm Maintenance Kit	\$ 429.00	\$ 429.00
1	AOO4862 - Valve Kit	\$ 687.00	\$ 687.00
1	AMK4904 - Valve Kit	\$ 679.00	\$ 679.00
1	APP4035 - Diaphragm Backup Ring	\$ 88.00	\$ 88.00
1	ALI5254 - Head	\$ 228.00	\$ 228.00
1	ALI3193 - Oil Seal	\$ 28.00	\$ 28.00
1	Encore 700 Model E7C2PA1SAA1 - Replacement Pump	\$ 4,659.00	\$ 4,659.00
2	UGSI/Polyblend Polymer Feed System		
1	SP-155HV - LMI Pump Spare Parts Kit	\$ 2,407.00	\$ 2,407.00
1	6389521 - Polyblend Controll Board	\$ 7,710.00	\$ 7,710.00
1	AA771-155PBX - Polyblend Replacement Pump	\$ 2,192.00	\$ 2,192.00
1	1048404 - Check Valve Adapter	\$ 164.00	\$ 164.00
1	5902204 - CWDL3504, Motor	\$ 1,508.00	\$ 1,508.00
			Total Price
			\$ 66,787.00



Sole Source Authorization Letter

November 15, 2024

North Miami Beach Norwood WTP
19150 NW 8th Avenue
Miami Gardens, FL 33169

Dear Carlos Carrazana;

This letter is to advise that Water Treatment & Controls Technology, Inc dba Water Treatment & Controls is an exclusive distributor, sales representative and authorized service provider representative for Evoqua Water Technologies, LLC for equipment service and sales of aftermarket parts to municipal customers.

Water Treatment & Controls is authorized for the sale of equipment, instruments and products manufactured by us in the following product lines: Wallace and Tiernan.

Water Treatment & Controls is authorized to sell products within the following territory. States of: Florida, Georgia, Alabama

Water Treatment & Controls is located at:
9900A N Palafox Street
Pensacola, Florida 32534

Evoqua Water Technologies, LLC utilizes Distributors and Sales Representatives to promote and support our equipment on a regional basis.

Contract#: Water Treatment_2020_0430
Letter Expiration Date: December 31, 2024

With regards,

Connor Allgood
Senior Manager Channel Operations
Cc: partners@evoqua.com

Authorization letter valid only if on file with Evoqua Water Technologies. To validate the authenticity of this letter or specific products covered, contact partners@evoqua.com.



October 31, 2024

Carlos Carrazana
North Miami Beach Norwood WTP
19150 NW 8th Avenue
Miami Gardens, FL 33169

Ref: Manufacturer's Representation

Dear Carlos:

The purpose of this letter is to confirm that Water Treatment & Controls Company (Pensacola, FL 32534) is the sole and exclusive representative of Integrity Municipal Systems LLC for the A-758 Lime Slaker and parts in the state of Florida.

Please do not hesitate to contact us if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Gail Dorton", is positioned above the typed name.

Gail Dorton
Aftermarket Sales & Service - Slakers
Integrity Municipal Systems LLC
13135 Danielson St., Suite 204, Poway, CA 92064, U.S.A
Phone: (858) 218-3752 (Direct)
Phone: (858) 486-1620 (Main Office)
Fax: (616) 772-2693
Email: Gail@IntegrityMS.net

UGSI Chemical Feed, a cleanwater1 Company

1901 WEST GARDEN ROAD
VINELAND, NJ 08360
www.cleanwater1.com

TELEPHONE 856-896-2160
FACSIMILE 856-457-5920

November 4, 2024

Dear Carlos Carrazana,

UGSI Chemical Feed, a cleanwater1 Company, is the sole manufacturer of its products. Water Treatment & Controls Co., which is located at 9900A N. Palafox St., Pensacola, FL 32534, is the sole authorized Representative for all UGSI Chemical Feed, Inc. Encore products currently availability from UGSI Chemical Feed Inc., in the state of Florida.

This agreement gives Water Treatment & Controls Co. the sole right to promote and distribute these UGSI Chemical Feed Encore products for the municipal and industrial market. No other representative can sell products, field services and technical support for UGSI Chemical Feed, Inc's Encore product line in Florida. As such, all questions and orders should be directed to Water Treatment & Controls Co.

If you have questions regarding this issue, please contact Pat Gallagher at 856-217-4362.

Sincerely,

Pat Gallagher

Eastern Regional Manager

UGSI CHEMICAL FEED

A cleanwater1 Company

1901 West Garden Road
Vineland, NJ 08360
Mobile: 856-217-4362

Email: pgallagher@cleanwater1.com

Website: www.cleanwater1.com

Question and Answers for Bid #NTS-24-047-AS - Equipment & Maintenance From Water Treatment & Controls

Overall Bid Questions

There are no questions associated with this bid.



**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:	Mayor Michael Joseph
VIA:	
DATE:	February 18, 2025

RE: Resolution No. R2025-29 Authorizing Partnership with the Miami-Dade County Office of the Tax Collector and The Clerk of the Court and Comptroller of Miami-Dade County (Mayor Michael Joseph)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY

IMPACT:

ATTACHMENTS:

Description

- ☐ Resolution_Tax Collector and County Clerk

RESOLUTION NO. 2025-XX

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AUTHORIZING PARTNERSHIP WITH THE MIAMI-DADE COUNTY OFFICE OF THE TAX COLLECTOR AND THE CLERK OF THE COURT AND COMPTROLLER OF MIAMI-DADE COUNTY; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the newly elected Miami-Dade County Office of the Tax Collector and the Clerk of the Court and Comptroller of Miami-Dade County would like to explore partnership with City of North Miami Beach to provide services to City residents at City owned locations in the City of North Miami Beach; and

WHEREAS, the City desires to provide greater convenience to City residents in accessing services pertaining to Miami-Dade County Office of the Tax Collector and the Clerk of the Court and Comptroller of Miami-Dade County without having to go to locations outside the City of North Miami Beach; and

WHEREAS, the City Commission believes it is in the best interests of its citizens to authorize the City Manager to negotiate the specific location and terms of service for these services with the Miami-Dade County Office of the Tax Collector and the Clerk of the Court and Comptroller of Miami-Dade County subject to final approval by the City Commission.

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 determines that the City should partner with the Miami Dade-County Office of the Tax Collector and the Clerk of the Court and Comptroller of Miami-Dade County to provide greater convenience to City residents in accessing services.

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

RESOLUTION NO. 2025-XX

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 ___ **day of February 2025**.

ATTEST:

ANDRISE BERNARD, MMC
CITY CLERK

MICHAEL JOSEPH
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

RESOLUTION NO. 2025-XX



**Consent Agenda
9.12.**

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:	Zafar Ahmed, Community Development Director
VIA:	
DATE:	February 18, 2025

RE: Resolution No. R2025-30 Approve Submittal of Evaluation and Appraisal Review (EAR) Letter for the Comprehensive Plan as Required by State Statute (Zafar Ahmed, Community Development Director)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY

IMPACT:

ATTACHMENTS:

Description

- Agenda Memo_Comp Plan
- Attachment 1_Comp Plan
- Exhibit A_EAR Letter
- Exhibit B_EAR Letter
- Presentation_Comp Plan
- RESOLUTION - for EAR letter_LPA Action updated



City of North Miami Beach, Florida

COMMUNITY DEVELOPMENT DEPARTMENT

17050 N.E. 19th. Ave • North Miami Beach, FL 33162 • (305) 948-2966 • www.citynmb.com

TO: Planning and Zoning Board
FROM: Zafar Ahmed, Community Development Director
DATE: February 10, 2025

RE: **Resolution granting approval for City Manager to transmit the Evaluation and Appraisal Report (EAR) Letter to the State of Florida**

DESCRIPTION:

The State of Florida mandates that all counties and municipalities adopt and maintain a comprehensive plan under Chapter 163 of the Florida Statutes. These plans must be evaluated every seven years through an Evaluation and Appraisal Report (EAR) process. The City of North Miami Beach's next EAR is scheduled for April 1, 2025. Once the EAR has been transmitted to the State, the city will have one year to update its Comprehensive Plan.

BACKGROUND ANALYSIS:

EAR Process Overview:

1. Evaluation Stage
 - Review the existing Comprehensive Plan against updates to Florida Statutes, State Agency requirements, and applicable regional plans.
 - Prepare and submit a brief EAR letter to the Florida Department of Commerce, Division of Community Planning, by April 1, 2025.
 - The EAR letter will be reviewed by the Planning and Zoning Board (PZB) and City Commission before transmittal.
2. Amendment Stage
 - Draft updates to the Comprehensive Plan based on EAR findings.
 - Amendments must be adopted within one year of the State's receipt of the EAR letter, with penalties for non-compliance including holds on plan amendments and potential grant suspension.

Comprehensive Plan Update Framework:

1. Visioning and Public Engagement
 - Conduct interactive public workshops (charrettes) to identify key issues, propose solutions, and build community consensus.

- Focus on creating a mosaic vision for the City’s diverse neighborhoods and business areas.
 - Deliver a vision report summarizing public input and guiding policy updates.
2. Technical Revision and Updating
- Integrate findings from the EAR letter, public engagement, and other City plans (e.g., Strategic Plan, Vulnerability Assessment, Transit-Oriented Development Master Plan).
 - Collaborate with City departments and regional agencies to ensure alignment with organizational and operational goals.
 - Simultaneously address technical revisions during the public engagement phase and beyond.
3. Public Hearing and Adoption
- Conduct public hearings with the PZB and City Commission.
 - Submit the draft Comprehensive Plan Amendments to the State by April 1, 2026, for review.
 - Address feedback from the State’s Objections, Recommendations, and Comments (ORC) letter.
 - Final adoption involves public hearings and transmittal to the State, with a subsequent 60-day challenge period before the plan becomes effective.

Anticipated Outcomes – Updated Comprehensive Plan will:

- Reflect statutory and regulatory changes.
- Enhance sustainability, resilience, and transportation integration.
- Align with regional development and economic growth priorities.
- Address public safety and infrastructure needs.

By following this comprehensive approach, the City of North Miami Beach will ensure its Comprehensive Plan remains a forward-looking and effective policy tool for guiding growth and development.

RECOMMENDED ACTION:

Recommend City Commission approve the resolution directing the City Manager to transmit the Evaluation and Appraisal Report (EAR) letter to Florida Commerce, Division of Community Planning.

FISCAL/ BUDGETRAY IMPACT:

Not Applicable

Legislative Change	Description	Comprehensive Plan Change Required	Addressed Where?/How?
2021			
Section 163.3177(6)(i) Property Rights	<ul style="list-style-type: none"> Amending s. 163.3177, F.S.; requiring local governments to include a property rights element in their comprehensive plans; providing a statement of rights which a local government may use; requiring a local government to adopt a property rights element by the earlier of its adoption of its next proposed plan amendment initiated after a certain date or the next scheduled evaluation and appraisal of its comprehensive plan; prohibiting a local government's property rights element from conflicting with the statement of rights contained in the act Effective July 1, 2021 	Yes	Property Rights Element adopted by Ordinance No. 2022-09, April 18, 2023.
2022			
Charter School Zoning (SB758)	<ul style="list-style-type: none"> Prohibits imposition of any zoning requirement on a charter school not otherwise applicable to a public school Expands list of facilities or properties that provide space to charter school exempt from any (Zoning) Special Exception requirement Effective July 1, 2022 	No	Compliance with this Florida Statute must be addressed in the Chapter XXIV Zoning and Land Development.

Legislative Change	Description	Comprehensive Plan Change Required	Addressed Where?/How?
Private Property Rights to Prune, Trim and Remove Trees (SB 518)	<ul style="list-style-type: none"> Clarifies Statute prohibiting local governments from requiring notice, application, permit, fee or mitigation for pruning, trimming or removing tree from residential property Defines applicability to single family property Defines documentation required – arborist or landscape architect on-site inspection in accordance with tree risk assessment. Effective July 1, 2022 	<p>No</p>	<p>Compliance with this statutory change must be addressed in Chapter XXIV Zoning and Land Development.</p>
Statewide Flooding and Sea level Rise Resilience (HB 7053)	<ul style="list-style-type: none"> Establishes Office of Resiliency Authorizes use of Resilient Florida Grant Funds for planning and certain preconstruction activities by local govts. Effective July 1, 2022 	<p>No</p>	<p>Compliance with Vulnerability Assessment (planning) consistent with this statutory change opens grant opportunities for projects which address the vulnerabilities found in the assessment.</p>
<p>2023</p>			
Housing aka Live Local Act (SB 102)	<ul style="list-style-type: none"> For a 10-year period, the bill requires cities and counties to allow multifamily rental and mixed-use residential as allowable uses in any area zoned for commercial, industrial, or mixed use if at least 40% of the units are affordable to income-eligible households for at least 30 years. For mixed-use projects, at least 65% of the total square footage must be used for residential purposes. Effective July 1, 2023 	<p>No</p>	<p>Compliance with this statutory change requires procedural changes which may entail changes to Chapter XXIV Zoning and Land Development.</p>
Land Use and Development Regulations (SB 1604)	<ul style="list-style-type: none"> Planning periods covered by Comp Plans changed to 10 and 20 years (from 5 and 10) EAR amendments required to be accompanied by affidavit ensuring compliance with 163.3191, Florida Statutes Clarifies prohibition of regulation of single-family residential design elements (single-family and duplex) Effective July 1, 2023 	<p>Yes</p>	<p>Data and analysis, upon which the Maps, Goals, Objectives, and Policies of the Comprehensive Plan are based, must cover 10-year and a 20-year planning horizons.</p>

Legislative Change	Description	Comprehensive Plan Change Required	Addressed Where?/How?
Local Government Comprehensive Plans (SB 540)	<ul style="list-style-type: none"> Allows prevailing parties to recover attorney fees and costs Clarifies scope of review (district court split decision) Prohibits local governments from enforcing any development regulation other than density and intensity on any institutions of the Florida College System Effective July 1, 2023 	<p>No</p>	<p>Compliance with this statutory change requires procedural changes which may entail changes to Chapter XXIV Zoning and Land Development.</p>
Drone Delivery Services (SB 1068)	<ul style="list-style-type: none"> Prohibits local governments from withholding business tax receipt or development permit or enacting/enforcing any ordinance/resolution prohibiting drone delivery service operation based on location of delivery service’s drone port (drone port defined) Effective July 1, 2023 	<p>No</p>	<p>Compliance with this statutory change requires procedural changes which may entail changes to Chapter XXIV Zoning and Land Development and Chapter XXII Local Business Tax Receipts and Regulations.</p>
Local Government (SB 718)	<ul style="list-style-type: none"> Requires feasibility study for any proposed annexation or contract of municipal boundaries covering economic, market, technical, financial and management feasibility Prohibits local governments from requiring an initiative or referendum process for amending land development regulations Effective July 1, 2023 	<p>No</p>	<p>Compliance with this statutory change requires procedural changes which may entail changes to Chapter XXIV Zoning and Land Development.</p>
Natural Emergencies (SB 250)	<ul style="list-style-type: none"> (for Hurricanes Ian and Nicole) Extends certain building permits following declared state of emergency from 6 to 24 months with a cap of 48 month extension. Effective July 1, 2023 	<p>No</p>	<p>Compliance with this statutory change requires procedural changes which may entail changes to Chapter XXIV Zoning and Land Development.</p>

Legislative Change	Description	Comprehensive Plan Change Required	Addressed Where?/How?
<p>Temporary Commercial Kitchens aka Food Trucks (SB 752)</p>	<ul style="list-style-type: none"> preempts the local government regulation of licenses, registrations, permits and fees for “temporary commercial kitchens” Defines temporary commercial kitchen” as “any kitchen that is a public food service establishment, used for the preparation of takeout or delivery-only meals housed in portable structures that are movable from place to place by a tow or are self-propelled or otherwise axle-mounted, that include self-contained utilities, including, but not limited to, gas, water, electricity or liquid waste disposal.” Temporary commercial kitchens may not operate in one location for longer than 30 consecutive days. Effective July 1, 2023 	<p>No</p>	<p>Compliance with this statutory change requires procedural changes which may entail changes to Chapter XXIV Zoning and Land Development and Chapter XXII Local Business Tax Receipts and Regulations.</p>
<p>Environmental Protection (HB 1379)</p>	<ul style="list-style-type: none"> Requires municipalities to include within their comprehensive plans’ potable water, drainage, sewer, solid waste, and aquifer recharge element a consideration of the feasibility of providing sanitary sewer services within a 10-year planning horizon to any group of more than 50 built or unbuilt residential lots with a density of more than one septic tank per acre. Requires local comp plan element address the coordination of the treatment or upgrade of facilities providing such services and to prioritize advanced waste treatment. Effective July 1, 2023 	<p>Yes</p>	<p>Goals, Objectives, and Policies of the Comprehensive Plan must be modified and/or added to address this statutory change. Additionally, NMB Water will need to update the existing Septic to Sewer Plan to maintain compliance.</p>

Legislative Change	Description	Comprehensive Plan Change Required	Addressed Where?/How?
Flooding and Sea Level Rise Vulnerability Studies (HB 111)	<ul style="list-style-type: none"> revises current law provisions that require certain public-financed projects and infrastructure to undergo a Sea Level Impact Projection (SLIP) study prior to construction. Expands the types of projects and infrastructure subject to the requirement by including “potentially at-risk” projects within an area that is “at-risk due to sea-level rise.” Effective July 1, 2023 	<p>No</p>	<p>Compliance with this statutory change requires procedural changes which may entail changes to City Code of Ordinances regarding public projects and infrastructure.</p>
Preemption over Utility Service Restrictions (HB 1281)	<ul style="list-style-type: none"> Prohibits local governments from taking any action which prohibits or restricts use of any major appliance including stoves or gas grills Effective July 1, 2023 	<p>No</p>	<p>Compliance with this statutory change requires no action.</p>
<p>2024</p>			
Expedited Approval of Residential Building Permits (SB 812)	<ul style="list-style-type: none"> Requires specified counties and any municipality, with population over 10,000 and 25 acres or more of contiguous land designated in the comprehensive plan designated agricultural or to be developed for residential purposes, establish a two-step process for preliminary and final plat (subdivision) Process must allow issuance of 50% of building permits after preliminary plat approval, and 75% of building permits after preliminary plat approval by December 31, 2027. Includes definition and other updates to Florida Statute Chapter 177 to which all local subdivision regulations must be in compliance. Effective July 1, 2024 	<p>No</p>	<p>Compliance with this statutory change requires changes to Chapter XXIV Zoning and Land Development.</p>

Legislative Change	Description	Comprehensive Plan Change Required	Addressed Where?/How?
License or Permit to Operate Vehicle for Hire (HB 377)	<ul style="list-style-type: none"> • Authorizes vehicle for hire operators with valid license or permit in one local government to operate in any other without additional licensing permitting or fees (excludes airports). • Effective July 1, 2024 	<p>No</p>	<p>Compliance with this statutory change requires procedural changes which may entail changes Chapter XXII Local Business Tax Receipts and Regulations.</p>
Local Government Actions (SB 1628)	<ul style="list-style-type: none"> • Requires local governments to complete a business impact statement prior to adopting and implementing a comprehensive plan amendment or land development regulation, other than those amendments initiated by a private party. • Effective October 1, 2024 	<p>No</p>	<p>Compliance with this statutory change requires procedural changes which may entail changes to Chapter XXIV Zoning and Land Development.</p>
Unauthorized Public Camping and Public Sleeping (HB 1365)	<ul style="list-style-type: none"> • Prohibits counties and municipalities from authorizing or otherwise allowing any person to regularly engage in camping or sleeping on any public property, public building or its grounds, or public right-of-way under the respective county or municipality’s jurisdiction unless the county has designated the property for such purposes. • Effective October 1, 2024 	<p>No</p>	<p>Compliance with this statutory change requires no action.</p>
Affordable Housing aka Live Local Act amendments (SB 328)	<ul style="list-style-type: none"> • Clarifies that a multifamily and mixed-use residential project may qualify as an LLA project if at least 40% of the residential units in a proposed multifamily development are rental units. • Clarifies the proposed density of an LLA project must be compared to the highest currently allowed density within the municipality or county’s land development regulations, as applicable. • Clarifies that the term “highest currently allowed density” does not include the density of any building that was approved as either an LLA project or the density of any building that received any bonus, 	<p>No</p>	<p>Compliance with this statutory change requires procedural changes which may entail changes to Chapter XXIV Zoning and Land Development.</p>

Legislative Change	Description	Comprehensive Plan Change Required	Addressed Where?/How?
	<p>variance or other special exception for density as an incentive for development.</p> <ul style="list-style-type: none"> • County or municipality may not restrict the floor area ratio (or floor lot ratio) of a proposed LLA project below 150% of the highest currently allowed floor area ratio under the respective county or municipality’s land development regulations. • Clarifies that “highest currently allowed floor area ratio” does not include the floor area ratio of any previously approved LLA project or floor area ratio received as a result of any bonus, variance or other special exception as an incentive for development. • Clarifies that the term “highest currently allowed height” does not include the height of any building previously approved as an LLA project or the height of any building that received any bonus, variance or other special exception for height provided as an incentive for development. • County or municipality to restrict the height of a proposed LLA project to 150% of the tallest building on any property adjacent to the proposed LLA project, the highest currently allowed height for the property provided in the municipality or county’s land development regulations or three stories, whichever is higher, if the proposed LLA project is adjacent to, on two or more sides, a parcel zoned for single-family residential use that is a single-family residential development with at least 25 contiguous single family homes. (term “adjacent to” means those properties sharing more than one point of a property line but does not include properties separated by a public road.) • Requires counties and municipalities to place on their websites a policy containing procedures for administrative approval of LLA projects. 		

Legislative Change	Description	Comprehensive Plan Change Required	Addressed Where?/How?
	<ul style="list-style-type: none"> Requires a county or municipality to reduce parking requirements by at least 20% for a proposed LLA project if the development is located within one-half mile of a major transportation hub that is accessible from the proposed development by pedestrians and has available parking within 600 feet of the proposed project that is available for use by residents of the proposed development. (County or municipality may not require that the available parking compensate for the reduction in parking requirements.) County or municipality must eliminate parking requirements for a proposed mixed-use residential LLA project within an area recognized by the county or municipality as a transit-oriented development or area. Effective July 1, 2024 		
<p>Alternative Mobility Funding Systems (HB 479)</p>	<ul style="list-style-type: none"> Addresses the use of mobility fees by local governments as an alternative to transportation concurrency and modifies Section 163.31801, Florida Statutes, relating to impact fees. Authorizes the local government to adopt an alternative transportation system that is mobility-plan and fee-based or an alternative transportation system that is not mobility-plan and fee-based. Prohibits a local government using an alternative transportation system to deny, time or phase an application for land use approval, provided the applicant agrees to pay for the development’s identified transportation impacts via the funding mechanism adopted by the local government. Specifies that if a county and a municipality charge the developer a fee for transportation capacity impacts, the local governments must execute an interlocal agreement to coordinate the mitigation of their respective capacity impacts. 	<p>No</p>	<p>Compliance with this statutory change requires procedural changes which may affect the process for updating impact fee structure and rate (Chapter XXIV Zoning and Land Development).</p>

Legislative Change	Description	Comprehensive Plan Change Required	Addressed Where?/How?
	<ul style="list-style-type: none"> • Exempts from the interlocal agreement requirements Miami-Dade County and any other county or municipality that has an existing interlocal agreement as of October 1, 2024, to coordinate the mitigation of transportation impacts, until such time as the agreement is terminated. • Requires the data used in an impact fee study must be available within four years of the current impact fee update • Requires that the new study must be adopted by the local government within 12 months of the initiation of the new impact fee study if the local government increases the impact fee. • Effective October 1, 2024 		
<p>Local Regulation of Nonconforming and Unsafe Structures (SB 1526)</p>	<ul style="list-style-type: none"> • local government may not prohibit, restrict or prevent the demolition of the following structures for any reason other than public safety: nonconforming structures, structures or buildings determined to be unsafe by a local building official and structures or buildings ordered to be demolished by a local government that has proper jurisdiction. • Local government must authorize replacement structures for qualifying buildings to be developed to the maximum height and overall building size authorized by local development regulations for a similarly situated parcel within the same zoning district. • Prohibits a local government from imposing certain restrictions and limitations on a replacement structure to be built on the property where a qualifying structure was demolished. • These provisions do not apply to: structures or buildings individually listed in the National Register of Historic Places; single-family homes; contributing structures or buildings within a historic district that was listed in the 	<p>No</p>	<p>Compliance with this statutory change requires procedural changes which may require changes to Chapter XIV Building and Housing and Chapter XXIV Zoning and Land Development.</p>

Legislative Change	Description	Comprehensive Plan Change Required	Addressed Where?/How?
	<p>National Register of Historic Places before January 1, 2000.</p> <ul style="list-style-type: none"> Effective October 1, 2024 		
Education (HB 1285)	<ul style="list-style-type: none"> Limits local government land use approvals relating to private schools. Private school to use facilities on any property owned or leased by a library, community service organization, museum, performing arts venue, theatre, cinema or church facility under Section 170.201, which is or was actively used as such within five years of any executed agreement with a private school to use the facility, any facility or land owned by a Florida College System institution or university, any similar public institutional facilities and any facility recently used to house a school or licensed child care facility, under any such facility's preexisting zoning and land use designations without rezoning or obtaining a special exception or a land use change and without complying with any mitigation requirements or conditions. Effective July 1, 2024 	No	Compliance with this statutory change requires changes to Chapter XIV Building and Housing and Chapter XXIV Zoning and Land Development.
Motor Vehicle Parking on Private Property (HB 271)	<ul style="list-style-type: none"> Imposes duties and requirements on the owner or operator of private property used for motor vehicle parking, including a requirement to post visible signage containing the rules and rates for parking facilities. Authorizes counties and municipalities to regulate the posted signage required by the bill relating to rules and rates for parking facilities. Effective July 1, 2024 	No	This statutory change allows local regulation, which the City may choose to pursue.



City of North Miami Beach, Florida

Community Development Department

Florida Department of Commerce
Division of Community Planning

ATTN: James D. Stansbury, Chief,
107 East Madison Street, Caldwell Building, MSC 160
Tallahassee, FL 32399

Re: Evaluation and Appraisal Notification Letter

James D. Stansbury,

The City of North Miami Beach has evaluated its comprehensive plan in accordance with Section 163.3191, Florida Statutes, and determined that amendments are necessary to reflect changes in State Statutes, agency requirements, and applicable regional plans. This determination is based on the successes and challenges faced by the community over the past several years during the implementation of the mixed-use Future Land Use Categories. The work on these amendments will kick off in the first quarter of 2025. Together with an urban planning consultant, residents, the business community, and local officials will participate in an intensive public engagement charrette process to help shape a new vision for the city. This participatory process will form the foundation for the proposed amendments to the Comprehensive Plan.

Summary of Evaluation Findings

A comprehensive review of the City's existing Comprehensive Plan has been conducted, comparing it against:

1. Updates to Florida Statutes since the last City of North Miami Beach Comprehensive Plan update in 2023 to address the Property Right Element requirement. See Attachment "Legislative Change Analysis 2021 through 2024"
2. State Agency Requirements, including but not limited to Florida Department of Transportation (FDOT), Department of Environmental Protection (DEP), and South Florida Water Management District (SFWMD).
3. Applicable Regional Plans, including Miami-Dade County's Comprehensive Development Master Plan, the Strategic Regional Policy Plan, and regional transportation and water supply plans.

Anticipated Amendments

The city anticipates amendments to various elements including data and analysis of the Comprehensive Plan to incorporate:

1. Updates for Statutory Compliance

- Align the Comprehensive Plan with statutory changes regarding affordable housing, flood risk management, and property rights as required under Chapter 163, F.S.
- Integrate updates on greenhouse gas reduction strategies and resilience measures, in compliance with recent State-mandated initiatives.

2. Sustainability and Resilience

- Incorporate findings from the City's Vulnerability Assessment, ensuring policies address flood risk, sea level rise, stormwater management, and climate resilience.
- Align policies with the other applicable State, Regional, and City plans and policies to ensure resource efficiency and environmental protection.

3. Transportation and Land Use Integration

- Include recommendations from other applicable State, Regional, and City plans and policies to encourage mixed-use development around transit hubs.
- Update land use policies to promote multi-modal transportation and improve connectivity, consistent with regional transportation goals.

4. Growth and Economic Development Vision

- Amend the Future Land Use and other applicable elements to reflect outcomes from the public visioning process, ensuring alignment with community priorities identified through charrettes.
- Incorporate Economic Development strategies to reflect evolving market trends and opportunities for sustainable economic growth.
- Incorporate policies to support workforce and affordable housing initiatives in line with regional needs.

5. Public Safety and Infrastructure

- Update transportation policies to align best practices for roadway safety including but not limited to FDOT Context Classification System and FDOT Vision Zero policy priorities.

First drafts of each of these elements will be completed and initially reviewed and commented on by the City Planning and Zoning Board, the Local Planning Agency pursuant to Section 163.3174, Florida Statutes and City Commission. Further development of these elements and the remaining elements to ensure internal consistency and consistency with all applicable Florida Statutes will occur over the coming year.

Pursuant to Chapter 73C-49, F.A.C., the City hereby provides notice of its intent to amend its Comprehensive Plan as recommended and acknowledges that transmittal of said amendments to the state land planning agency must occur within one year of this determination.

The City of North Miami Beach looks forward to working with the Division on the Evaluation and Appraisal related amendments over the coming year. If you have any questions or comments on this letter, please feel free to contact me at (305) 948-2966.

Sincerely,

Zafar Ahmed
Director
Community Development Department
City of North Miami Beach

Attachment 1: Legislative Change Analysis 2021 through 2024



City of North Miami Beach, Florida

Community Development Department

TO: Mario Diaz, City Manager
FROM: Zafar Ahmed, Community Development Director
CC: Andrew Plotkin, Assistant City Manager
DATE: THURSDAY, JANUARY 16, 2025

SUBJECT: **Comprehensive Plan Update**

Background The State of Florida mandates that all counties and municipalities adopt and maintain a comprehensive plan under Chapter 163 of the Florida Statutes. These plans must be evaluated every seven years through an Evaluation and Appraisal Report (EAR) process. The City of North Miami Beach's EAR is scheduled for 2025.

The EAR Process Overview is as follows:

1. Evaluation Stage

- Review the existing Comprehensive Plan against updates to Florida Statutes, State Agency requirements, and applicable regional plans.
- Prepare and submit a brief EAR letter to the Florida Department of Commerce, Division of Community Planning, by April 1, 2025.
- The EAR letter will be reviewed by the Planning and Zoning Board (PZB) and City Commission before transmittal.

2. Amendment Stage

- Draft updates to the Comprehensive Plan based on EAR findings.
- Amendments must be adopted within one year of the State's receipt of the EAR letter, with penalties for non-compliance including holds on plan amendments and potential grant suspension.

Comprehensive Plan Update Framework

1. Visioning and Public Engagement

- Conduct interactive public workshops (charrettes) to identify key issues, propose solutions, and build community consensus.
- Focus on creating a mosaic vision for the City's diverse neighborhoods and business areas.
- Deliver a vision report summarizing public input and guiding policy updates.

2. Technical Revision and Updating

- Integrate findings from the EAR letter, public engagement, and other City plans (e.g., Strategic Plan, Vulnerability Assessment, Transit-Oriented Development Master Plan).
- Collaborate with City departments and regional agencies to ensure alignment with organizational and operational goals.
- Simultaneously address technical revisions during the public engagement phase and beyond.

3. Public Hearing and Adoption

- Conduct public hearings with the PZB and City Commission.
- Submit the draft Comprehensive Plan Amendments to the State by April 1, 2026, for review.
- Address feedback from the State's Objections, Recommendations, and Comments (ORC) letter.
- Final adoption involves public hearings and transmittal to the State, with a subsequent 60-day challenge period before the plan becomes effective.

Anticipated Outcomes:

The Updated Comprehensive Plan will:

- Reflect statutory and regulatory changes.
- Enhance sustainability, resilience, and transportation integration.
- Align with regional development and economic growth priorities.
- Address public safety and infrastructure needs.

By following this comprehensive approach, the City of North Miami Beach will ensure its Comprehensive Plan remains a forward-looking and effective tool for guiding growth and development.

City Comprehensive Plan

Evaluation and Appraisal Report – 2025

Planning and Zoning Board
Community Development Department
February 10, 2025

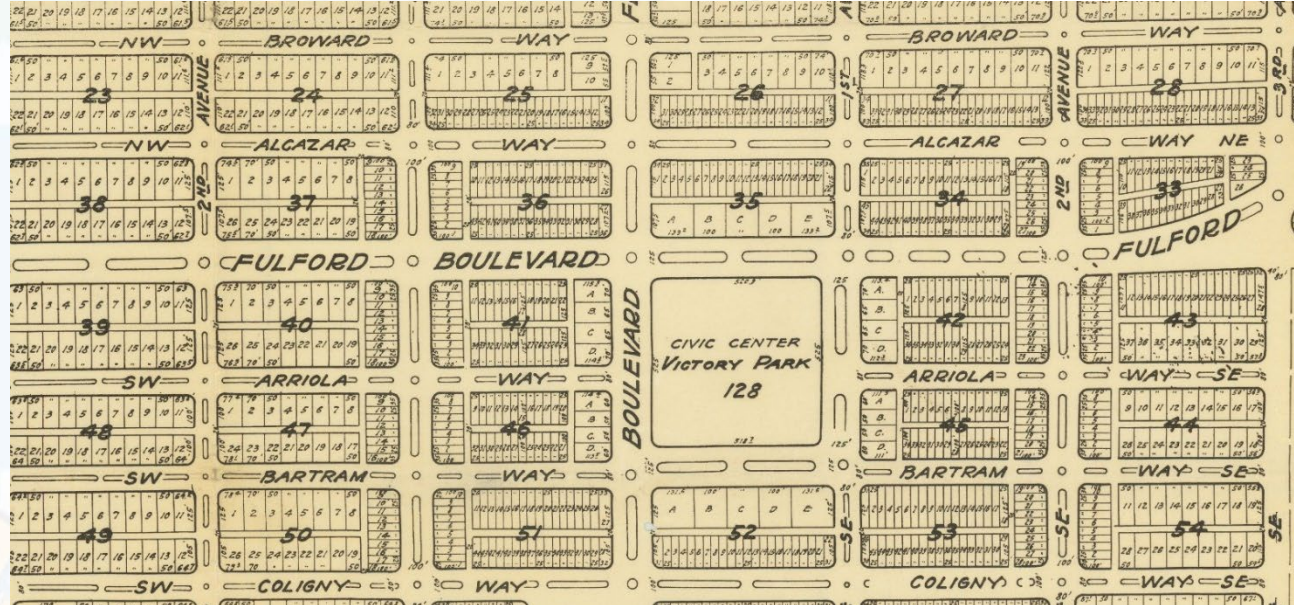


Image: Partial Plat Map for Fulford by the Sea, from www.raremaps.com

Comprehensive Plan

What is it?

Long-range plan that sets out the path to achieve the City's vision

- Identifies challenges and opportunities
- Defines the City's character and identity
- Gives direction to development and sustainable growth
- Establishes Goals, Objectives, and Policies
- Allows for consistency in decision making

City of North Miami Beach
Comprehensive Plan
Volume I: Goals, Objectives, and Policies



As Adopted by City Council

Updated to Ordinance No. 2022-09, adopted April 18, 2023

Image: City of North Miami Beach
Comprehensive Plan Cover

Comprehensive Plan Elements

10 Elements

Each Element contains:

- Goals
- Objectives
- Policies

Each Element should be accompanied by:

- Maps
- Data and analysis

- **Future Land Use**
- **Transportation**
- **Housing**
- **Infrastructure**
- **Coastal Management**
- **Conservation**
- **Recreation and Open Space**
- **Intergovernmental Coordination**
- **Capital Improvements**
- **Public Education Facilities**
- **Property Rights**

Evaluation and Appraisal Report (EAR)

Due to State: April 1, 2025

- Report plan progress to State
- Inform State of necessary or anticipated changes
- Proposed amendments due to State within 1 year of EAR



Image: Fulford by the Sea Fountain 1925, Staff photo 2025

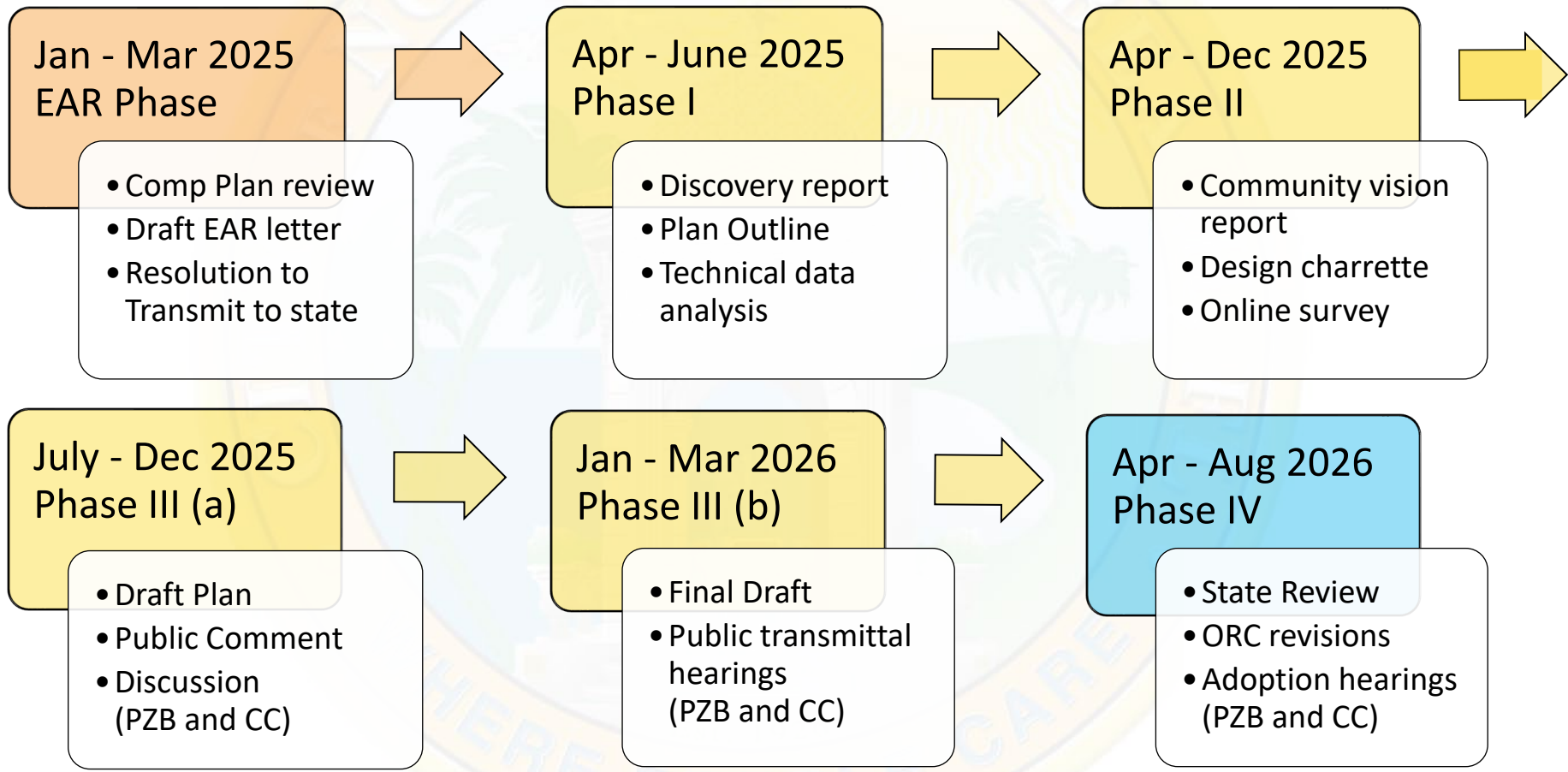
Evaluation and Appraisal Report Findings

Legislative Change Analysis 2021 through 2024

YEAR	Requirement	Satisfied by current Comprehensive Plan
2021	Property Rights Element	Yes Adopted in 2023
2023	10-year and 20-year data/analysis	No
2023	Septic to sewer feasibility study with 10-year plan horizon	No*

*This requirement will be met with a Comprehensive Plan Amendment to the Infrastructure Element in Spring of 2025.

Comprehensive Plan Update: Project Timeline



State Process: Transmittal to Effective Date

Transmittal Public Hearings

City send the updated Plan to State for review

10 Days

State and Agency Review

State review and provide Objections, Recommendations and Comments (ORC) Report

60 Days

Revision

Complete any revisions necessary to address State ORC Report findings

Adoption Public Hearings

City adopt revised Plan

180 Days

State Issues Notice of Intent

Adopted Plan becomes effective

45 Days

Evaluation and Appraisal Report

Questions

**Planning and Zoning Board
Community Development Department
February 10, 2025**



Image: D.S. Campbell Residence c1925, Daniel Stewart Campbell was Mayor of North Miami Beach from 1928 to 1932, staff photo 2025

**CITY OF NORTH MIAMI BEACH, FLORIDA
RESOLUTION NO. XX-XX-XX**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, ACCEPTING THE EVALUATION AND APPRAISAL REVIEW (EAR) LETTER IN ACCORDANCE WITH SECTION 163.3191, FLORIDA STATUTES, AND AUTHORIZING THE TRANSMITTAL OF THE LETTER TO THE FLORIDA DEPARTMENT OF COMMERCE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 163.3191, Florida Statutes, requires all local governments to evaluate their comprehensive plans at least once every seven years to determine if plan amendments are necessary to reflect changes in state statutes, agency requirements, and applicable regional plans; and

WHEREAS, the City of North Miami Beach has conducted a comprehensive review of its Comprehensive Plan, evaluating its alignment with updated statutory requirements, state agency policies, and applicable regional plans, and has identified necessary amendments to ensure compliance and reflect the current needs and priorities of the community; and

WHEREAS, the City's evaluation includes updates for statutory compliance, sustainability and resilience measures, transportation and land use integration, growth and economic development visioning, and public safety and infrastructure enhancements, as detailed in the EAR Letter attached hereto as Exhibit "A"; and

WHEREAS, the City Planning and Zoning Board, sitting as the City's Local Planning Agency, pursuant the Florida Statutes and Florida Administrative Rules, has reviewed the EAR Letter on February 10, 2025 and agrees by a unanimous vote the outlined process for amending the Comprehensive Plan; and

WHEREAS, the City Commission has reviewed the EAR Letter and agrees with its findings and the outlined process for amending the Comprehensive Plan; and

WHEREAS, the City Commission finds that transmittal of the EAR Letter to the Florida Department of Commerce is in the best interest of the public and consistent with the requirements of Chapter 163, Florida Statutes.

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

Section 1. The foregoing recitals are true and correct and are incorporated herein by this reference.

Section 2. The City Commission hereby accepts the Evaluation and Appraisal Review Letter attached hereto as Exhibit "A" and directs the City Manager or designee to transmit the EAR

Letter to the Florida Department of Commerce as required under Section 163.3191, Florida Statutes.

Section 3. The City Manager or designee is authorized to take all actions necessary to implement the intent of this Resolution.

Section 4. This Resolution shall become effective immediately upon adoption.

APPROVED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, THIS ___ DAY OF _____, 2025.

CITY OF NORTH MIAMI BEACH, FLORIDA

ATTEST:

ANDRISE BERNARD, MMC
CITY CLERK

MICHAEL JOSEPH
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



**Consent Agenda
9.13.**

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:	Mayor Michael Joseph
VIA:	Mario A. Diaz, City Manager
DATE:	February 18, 2025

Resolution No. R2025-31 Authorizing the City of North Miami Beach to Enter into a Memorandum of
RE: Understanding with Jackson North Hospital to Promote Joint Health and Wellness Initiatives and to
Enhance Services for the Community (Mayor Michael Joseph)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY

IMPACT:

ATTACHMENTS:

Description

- ☐ Resolution_Jackson North

RESOLUTION NO. 2025-XX

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AUTHORIZING CITY TO ENTER INTO A MEMORANDUM OF UNDERSTANDING (“MOU”) WITH JACKSON NORTH HOSPITAL TO PROMOTE JOINT HEALTH AND WELLNESS INITIATIVES AND TO ENHANCE SERVICES FOR THE COMMUNITY; AUTHORIZING THE CITY MANAGER TO NEGOTIATE THE TERMS OF THE MOU FOR APPROVAL BY THE CITY COMMISSION; 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, Jackson North Hospital is a significant provider of healthcare services for the North Miami Beach community; and

WHEREAS, the Mayor and City Commission desire to enter into a collaborative relationship between the City of North Miami Beach and Jackson North Hospital; and

WHEREAS, the City would like to enter into a Memorandum of Understanding (“MOU”) with Jackson North Hospital, to promote joint health and wellness initiatives and to enhance services for the community; and

WHEREAS, the Mayor and City Commission wish to authorize the City Manager to negotiate the terms of an MOU in order to present those terms to the City Commission 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 Manager is hereby authorized to negotiate the terms of an MOU with Jackson North Hospital, as set forth above, for approval by the City Commission.

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

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

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

RESOLUTION NO. 2025-XX

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

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

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

APPROVED AND ADOPTED by the City of North Miami Beach City Commission at the regular meeting assembled this ___ **day of February 2025**.

ATTEST:

ANDRISE BERNARD, MMC
CITY CLERK

MICHAEL JOSEPH
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

RESOLUTION NO. 2025-XX



**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:	
VIA:	
DATE:	February 18, 2025

RE: Ordinance No. 2024-16 (Second Reading) Abandonment and Vacation Right of Ways and Easements
(Zafar Ahmed, Community Development Director)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY

IMPACT:

ATTACHMENTS:

Description

- Staff Report
- Advertisement
- Ordinance



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

CITY COMMISSION MEETING		
Meeting Date: 2/18/2025 2 nd Reading	File No: 24-11	Project Name: Ordinance for Right of Way Abandonment and Vacation

STAFF REPORT

Request:
 An ordinance of the City of North Miami Beach, Florida, approving to amend the Code of Ordinances by amending CHAPTER XVII, entitled “STREETS AND SIDEWALKS,” by creating a new section, Section 17-7 entitled “ABANDONMENT AND VACATION OF RIGHT OF WAYS AND EASEMENTS”.

Background:
 The City has received numerous requests recently for the vacation of public Rights of Way or abandonment of public easements. However, there is no codified process to manage such request. This proposed Abandonment and Vacation of Rights of Way and Easements ordinance establishes a definitive process including an application procedure, review authorities, and review/approval criteria.

Staff Analysis:
 Planning staff examined the City’s existing Code of Ordinances to determine what existing review authorities, application requirements, fee structures, and processes could be modified or referenced to ensure internal consistency within the City’s codes. Furthermore, staff reviewed requirements for vacation of public rights of way and abandonment of public easements in Florida Statutes to ensure compliance with those provisions. Finally, staff studied right of way vacation and easement abandonment processes codified by similar municipalities to identify best practices. The proposed Abandonment and Vacation of Rights of Way and Easements ordinance presented here represents the culmination of this research.

Planning and Zoning Board recommended, by 5 - 0 vote with 2 members absent, City Commission approval of the proposed ordinance.

At the first reading of the proposed ordinance City Commission voted to approve the proposed ordinance with amendments to be provided by planning staff to clarify application requirements and review criteria to ensure that partial vacations of rights of way such as alleys would not be considered or when considered could be denied for cause.

Planning staff has revised the proposed ordinance adding to:

- Section 17-7 (D) Application requirements new language to (i):

Project Planner: Mitchell Austin Assistant Community Development Director Mitchell.Austin@citynmb.com 305-948-2966	Project Review Dates: <u>Planning & Zoning Board:</u> October 21, 2024 <u>City Commission:</u> December 15, 2024 (1 st Reading)	Submittal Attachments 1. Draft Ordinance
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Planning and Zoning Staff Report

- A request petition signed by the owners of at least 60 percent of the properties abutting the portion of the right-of-way proposed to the vacated
- Section 17-7 (E) Review Standards new language to (1) Non-fee property interest sought to be vacated or abandoned does not provide a benefit to the public health, safety, welfare, or convenience, in that:
 - (c) Does not negatively impact the traffic conditions or access for public safety or the delivery of other municipal services in the area – this condition generally precludes the partial vacation of an existing improved alley which connects to existing improved alleys and/or streets on either end.
 - (e) A request petition signed by the owners of at least 60 percent of the properties abutting the portion of the right-of-way proposed to the vacated

These modifications raise the bar for a complete application by ensure that a super-majority of abutting property owners support the application for vacation or abandonment. Additionally, the language clarifies the City technical staff position that partial vacations or abandonments will be recommended for denial by City technical staff unless is found to be a compelling public interest. An example of such compelling public interests would be to eliminate cut through traffic as a traffic calming and public safety measure.

Compliance with the Code of Ordinance:

Staff finds that amending CHAPTER XVII, entitled “STREETS AND SIDEWALKS,” by creating Section 17-7 entitled “ABANDONMENT AND VACATION OF RIGHT OF WAYS AND EASEMENTS” and creating a uniform process for Abandonments and Vacations of City Streets, Alleys, Easements, and other non-fee property interest of similar character will provide the necessary process for the City staff to review, for the Planning and Zoning Board to recommend and for City Commission to make decision on such requests moving forward.

Compliance with the Comprehensive Plan:

Staff finds amending CHAPTER XVII, entitled “STREETS AND SIDEWALKS,” by creating Section 17-7 entitled “ABANDONMENT AND VACATION OF RIGHT OF WAYS AND EASEMENTS” will be compatible with Comprehensive Plan Future Land Use Element and will not frustrate any comprehensive plan, transportation master plan, special purpose plan, or capital improvement program of the City.

<p>Project Planner: Mitchell Austin Assistant Community Development Director Mitchell.Austin@citynmb.com 305-948-2966</p>	<p>Project Review Dates: <u>Planning & Zoning Board:</u> October 21, 2024 <u>City Commission:</u> December 15, 2024</p>	<p>Submittal Attachments 1. Draft Ordinance</p>
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Optional Board Motions:

1. **Move to continue** with direction.

2. **Move to approve** the Text Amendment (File# 24-11), to Chapter XVII, entitled “STREETS AND SIDEWALKS,” by creating Section 17-7 entitled “Abandonment and Vacation of Right of Ways and Easements” and creating a uniform process for Abandonments and Vacations of City Streets, Alleys, Easements, and other fee or non-fee property interest of similar character by finding that the request is consistent with the City Charter and the Comprehensive Plan, and meets the criteria’s set forth in the Zoning and Land Development Regulations.

3. **Move denial** the Text Amendment (File# 24-11), to Chapter XVII, entitled “STREETS AND SIDEWALKS,” by creating Section 17-7 entitled “Abandonment and Vacation of Right of Ways and Easements” and creating a uniform process for Abandonments and Vacations of City Streets, Alleys, Easements, and other fee or non-fee property interest of similar character by finding that the request is inconsistent with the City Charter and the Comprehensive Plan, and does not meet the criteria’s set forth in the Zoning and Land Development Regulations.

<p>Project Planner: Mitchell Austin Assistant Community Development Director Mitchell.Austin@citynmb.com 305-948-2966</p>	<p>Project Review Dates: <u>Planning & Zoning Board:</u> October 21, 2024 <u>City Commission:</u> December 15, 2024</p>	<p>Submittal Attachments 1. Draft Ordinance</p>
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CITY OF NORTH MIAMI BEACH PUBLIC HEARING NOTICE

The City of North Miami Beach will hold a public hearing on
Tuesday, December 17, 2024, at 6:00 P.M.
City Hall, Commission Chambers, 2nd Floor
17011 NE 19th Avenue
North Miami Beach, FL 33162

The meeting agenda is available online at:
WWW.CITYNMB.COM

Any person requiring special accommodations to access this hearing is asked to advise the city at least 5 days before the hearing by contacting the City Clerk at 305-787-6001.

PUBLIC COMMENTS

Public comments will be accepted by the following means:
By e-mail to

NMBCOMDEV@CITYNMB.COM

Public comments will be accepted until 4:00 PM on the day of the meeting.

PUBLIC NOTICE is hereby given that the **City of North Miami Beach City Commission** shall consider the following public hearing item(s):

A request to approve an Ordinance to create a new section entitled "ABANDONMENT AND VACATION OF RIGHT OF WAYS AND EASEMENTS" submitted by Edward Ng, 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 XVII, ENTITLED "STREETS AND SIDEWALKS," BY CREATING A NEW SECTION, SECTION 17-7 ENTITLED "ABANDONMENT AND VACATION OF RIGHT OF WAYS AND EASEMENTS"; TO PROVIDE A UNIFORM PROCEDURE FOR ABANDONMENTS AND VACATIONS OF CITY STREETS, ALLEYS, EASEMENTS, AND OTHER FEE OR NON-FEE PROPERTY INTEREST OF SIMILAR CHARACTER; PROVIDING FOR CONFLICTS, SEVERABILITY, AND CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

If you have any questions regarding any of these items, feel free to contact the Community Development Department at 305-948-2966 or nmbcomdev@citynmb.com located at 17050 N.E. 19th Avenue, North Miami Beach, Florida 33162-3194, Monday through Friday 8:00 AM - 5:00 PM.

NOTICE PURSUANT TO §286.0105, FLORIDA STATUTES IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE BOARD, AGENCY, OR COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND FOR SUCH PURPOSE, HE OR SHE MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

LOBBYING ACTIVITIES

In accordance with Section 2-161 of the City Code, adopting Section 2-11.1(s) of the Miami-Dade County Code, any person engaging in lobbying activities, as defined therein, must register at the City Clerk's Office before addressing the City Council on the agenda items or engaging in lobbying activities.

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 XVII, ENTITLED “STREETS AND SIDEWALKS,” BY CREATING A NEW SECTION, SECTION 17-7 ENTITLED “ABANDONMENT AND VACATION OF RIGHT OF WAYS AND EASEMENTS”; TO PROVIDE A UNIFORM PROCEDURE FOR ABANDONMENTS AND VACATIONS OF CITY STREETS, ALLEYS, EASEMENTS, AND OTHER FEE OR NON-FEE PROPERTY INTEREST OF SIMILAR CHARACTER; PROVIDING FOR CODIFICATION, CONFLICTS, SCRIVENER’S ERROR, 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’s Zoning and Land Development Code (ZLDC) does not include a process for the abandonment or vacation of public right of ways and easements; and

WHEREAS, the proposed amendment seeks to establish a uniform process for the abandonments and vacations of public rights-of-way and other fee or non-fee property interest of similar character; and

WHEREAS, the amendment to the code will designate the appropriate departments that will process Right of Way applications and establish methods, procedures, and standards that will govern abandonment requests; and

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

WHEREAS, pursuant to Section 163.3174 (4)(c), *Florida Statutes*, the Planning and Zoning Board of the City of North Miami Beach, sitting as the Local Planning Agency, considered this Ordinance at a public meeting on October 21, 2024, and reviewed the proposed amendment for consistency with the City of North Miami Beach's Comprehensive Plan, and recommended approval by a vote of 5 to 0; and

WHEREAS, the Mayor and City Commission find the proposed 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: ¹

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

Section 2. That Chapter XVII STREETS AND SIDEWALKS”, and Chapter XXIV, Section 24-179 entitled “Planning and Zoning Board”, of the Ordinances of North Miami Beach, Florida is hereby amended to read as follows:

CHAPTER XVII – STREETS AND SIDEWALKS

Section 17-7 - ABANDONMENT AND VACATION OF RIGHT OF WAYS AND EASEMENTS

(A) Purpose and Intent

The purpose and intent of this section is to establish uniform procedures for abandonment and vacation of city streets, alleys, easements, and other fee or non-fee property interest of similar character. This section establishes the methods, procedures, and standards that will govern the process for the city to vacate, abandon, close its fee-interest on public right-of-way, and to designate the appropriate departments and boards processing such applications.

(B) Definitions

The following words, terms, and phrases, in this section shall have the meanings set forth below:

- (1) Right of Way Abandonment or vacation: To relinquish or disclaim all City and public interest of any land dedicated for transportation or travel by the public.
- (2) Alley – A through public right-of-way less than the minimum required street width which affords only a secondary means of access to abutting property and commonly located to the rear or side of a property.
- (3) Easement: A grant by a property owner of the use of all or part of his land to another party for a specific purpose.
- (4) Public Right-of-way: The area of highway, road, street or alley, or other such strip of land, reserved for public use, whether established by prescription, easement, dedication, gift, purchase, eminent domain, or any other legal means.
- (5) Street: Any public thoroughfare, street, avenue, boulevard, parkway, or space which may or may not be dedicated or deeded to the public for public use and which affords the principal means of access to abutting property.

^{1/} Proposed additions to existing City Code text are indicated by underline; proposed deletions from existing City Code text are indicated by strikethrough.

- (6) Street, arterial: As so classified in the Transportation Element of the City's Comprehensive Plan.
- (7) Street, collector: As so classified in the Transportation Element of the City's Comprehensive Plan.
- (8) Street, local: A street which primarily provides the direct access to individual properties.
- (9) Street, private: Any street existing at the time of adoption of this Code which has not been dedicated for public use and not accepted for ownership or maintenance by the City Commission. After adoption of this Code, no new private streets may be created or approved, unless they are on property under single ownership, or are controlled by a property owners' association that has the obligation for complete control and maintenance.
- (10) Street, public: Any street designed to serve more than one (1) property owner which is dedicated to the public use and accepted for ownership and maintenance by the City Commission.

(C) Application and Fees

A property owner whose property abuts a public right-of-way or alley may apply for consideration of an abandonment/vacation, in whole or in part, of the abutting right-of-way. All requests for abandonment of city streets, alleys, sidewalks, easements and other fee or non-fee interests which the City has in real property shall be submitted on a Right of Way Vacation/abandonment application form approved by the Director of Community Development and shall be accompanied by applicable fees per the land development fee schedule in City Code of Ordinances, Chapter XXIV Appendix A as well as any cost recovery fees pursuant to Section 24-170 and shall be filed with the Community Development Department.

The completeness of the application will be reviewed in accordance with the application procedures set forth in subsection (D)(2) and any other section of the ZLDC that is applicable. Each abandonment request will be assessed for market cost according to the Miami Dade property appraisal, possible relocation, cost benefit by transference of ownership, and impact on traffic conditions. The assessment will be incorporated into the abandonment application process and the appraised cost, when applicable, will be included in the resolution for review and consideration by the Mayor and Commission.

(D) Procedures

- (1) Pre-application meeting. Any property owner prior to ~~making~~ submitting an application under this section ~~to abandon or vacate a right of way~~ must meet with the Community Development Director, or designee and the Public Works Director, or designee, ~~prior to applying for the abandonment or vacation.~~ The purpose of the pre-application meeting is to acquaint the applicant with the application process, the abandonment review standards, and to acquaint ~~the Public Works Director or designee~~ city staff with the proposed vacation.
- (2) Application ~~procedures~~ requirements. After the pre-application meeting, the applicant shall submit a completed ~~Right of Way vacation/abandonment~~ application package to the Community Development Department and begin the Technical Review Application Development (TRAD) process. The application package shall consist of the following:
 - (a) Completed application form
 - (b) Non-refundable application fee

- (c) Legal description of all parcels of land abutting alley proposed to be vacated and closed
 - (d) Boundary & topographic survey showing the boundaries of the ROW and surrounding property.
 - (e) Proof of ownership by the applicant of the property which abuts the alley to be vacated and closed
 - (f) “No objection” letter from all the utility services in the area, including but not limited to Florida Power and Light, Bellsouth Telephone Company, Comcast, City of North Miami Beach, and other telecommunications
 - (g) Existing utilities or improvements, if any, in the area involved. If utilities and improvements need to be relocated, all details regarding such relocation shall be identified, including dedication of new easements, including legal descriptions
 - (h) Letter of intent, including the reason for the requested abandonment and closure
 - (i) A request petition signed by the owners of at least 60 percent of the properties abutting the portion of the right-of-way proposed to be vacated
 - (j) The names and addresses of all ~~the~~ owners of record of real property bounding and abutting the right-of-way or easement ~~or city property~~ the applicant seeks to have abandoned, and all owners of record of property located within 500 feet in all directions from any point of the right-of-way or easement proposed to be abandoned. The property owners of record shall be deemed to be those shown on the then-current tax assessment roll of the city
 - (k) Statement from the applicant as to whether the general public currently uses the street or alley, including public service vehicles such as solid waste trucks, police, fire, or other emergency vehicles during the past 12 months
 - (l) The applicant's proposed traffic and public service mitigation plan designed to offset any potential impacts which may be caused by the requested vacation
- (3) Staff Review Process. Upon receipt of an application pursuant to this section, the Planning and Zoning division shall review the completeness of the application according to (D)(2) Application Procedures. If properly submitted, then the application shall be accepted for filing with the Community Development Department, which shall give a receipt to the applicant for the fees paid. Afterwards the Community Development Department shall set a date for review by the TRAD Committee.
- (a) The application package shall be distributed to the Technical Review of Applications for Development (TRAD) Committee including representatives from the following City Departments:
 - i. Community Development Department
 - ii. Public Works Department
 - iii. NMB Water (Utilities)
 - iv. Community Redevelopment Agency
 - v. City Attorney’s Office

- vi. City Manager’s Office
 - vii. City Clerk’s Office
 - viii. Building Department
 - ix. Parks and Recreation
 - x. Solid Waste Division
 - xi. Police Department
 - xii. Such other appropriate departments and external agencies as determined by the Director of Community Development.
- (b) ~~The TRAD committee will review the application pursuant to Subsection (E) Abandonment Review Standards, City of North Miami Beach Comprehensive Plan, and all other relevant provisions of the City Code of Ordinances to consider if there are any objections to the proposed vacation or abandonment making recommendation to the Planning and Zoning Board. Upon approval of the Right of Way abandonment/vacation the application will be scheduled for the appropriate subsequent Planning and Zoning Board meeting.~~
- (c) ~~The Planning and Zoning Board, at the conclusion of a duly advertised public hearing, shall review the entire record, in accordance with the review standards set forth in this section, the City of North Miami Beach Comprehensive Plan, and all other relevant provisions of the City of North Miami Beach Code of Ordinances the zoning code and shall provide advisory recommendations to the City Commission. The planning and zoning board's recommendations for public hearing shall be noted at the appropriate city commission meeting.~~
- (d) ~~Furthermore, the applicant is subject to pay any relevant cost recovery fees that may occur before, during, or after the right of way application process~~ City Commission, at the conclusion of a duly advertised public hearing shall make final decision based on the findings of facts and recommendations of made by the TRAD Committee and Planning and Zoning Board, and at its discretion, by Resolution, approve all or any part of such proposal or request.
- (e) Any resolution vacating any portion of a public right-of-way or easement shall be sent by the City Clerk’s Office to Miami-Dade County Clerk of the Circuit Court and Comptroller for recording in the public records of Miami-Dade County.

(E) Abandonment Review Standards

- (1) The fee or Non-fee property interest sought to be vacated or abandoned does not provide a benefit to the public health, safety, welfare, or convenience, in that:
- (a) It is not being used by the City for any of its intended purposes
 - (b) No comprehensive plan, transportation masterplan, or capital improvement program anticipates the use of the right of way that is being considered for vacation
 - (c) Does not negatively impact the traffic conditions or access for public safety or the delivery of other municipal services in the area – this condition generally precludes the partial vacation of an existing improved alley which connects to existing improved alleys and/or streets on either end.
 - (d) Does not affect any critical facilities or utilities located in the area

- (e) A request petition signed by the owners of at least 60 percent of the properties abutting the portion of the right-of-way proposed to the vacated
- (2) Provides some benefit to the public health, safety, welfare, or convenience, but the overall benefit anticipated to result from the vacation or abandonment outweighs the specific benefit derived from the nonfee property interest, in that:
 - (a) The purpose of the interest sought to be vacated or abandoned will be adequately and appropriately served in an alternative manner when the interest is abandoned or vacated
 - (b) The vacation or abandonment will not compromise the delivery of emergency services
 - (c) The vacation or abandonment will not compromise pedestrian or vehicular safety
 - (d) The vacation or abandonment will not interfere with solid waste removal services
 - (e) The vacation or abandonment will not frustrate any comprehensive plan, transportation master plan, special purpose plan, or capital improvement program of the City
 - (f) The vacation or abandonment will not interfere with any planning effort of the city that is underway at the time of the application but is not yet completed
 - (g) The vacation or abandonment will provide a material public benefit in terms of promoting development or redevelopment of abutting property, removing blighting influences or improving the city's long-term fiscal position
 - (h) The Planning and Zoning Board, and City Commission shall recommend denial of the request if the evidence does not support the vacation and closure would be in the best interest of the public and the primary reason for the closure is to provide a benefit for the applicant or adjacent property owners
 - (i) Planning and Zoning Board may recommend, and City Commission may attach conditions to an approval including, but not limited to, access and utility easements reservation, landscaping, and/or public access easement
- (3) The proposed vacation or abandonment will be accomplished in accordance with all applicable standards of local, state, and federal authorities.
- (4) The proposed vacation or abandonment will promote development or redevelopment that will maintain or enhance the character of the surrounding area.
- (5) The proposed vacation or abandonment will not have a negative fiscal impact on the city or result in development that will have a negative fiscal impact on the city.

(G) Provide courtesy notices according to Section 24-180(B).

Provide courtesy notices by mail to the owners of real property bounding and abutting the right-of-way or easement or city property proposed to be abandoned and, in addition, if a street or alley is to be abandoned, all the owners within 500 feet radius from any point of the street or alley to be abandoned. The owner of property shall be deemed to be the person shown on the then-current tax assessment roll, and such notice shall be sent to the address given on such assessment roll for that purpose. Notice shall be mailed at least ten days prior to the date of the Planning and Zoning Board meeting at which the application shall be considered.

- (1) Notify by certified mail the owners and occupants of real property, as identified above, of the public hearing to be held before the city commission.
 - (2) Notify the general public by causing to be published a notice in a newspaper of general circulation in the city of the public hearing to be held by the city commission on the application.
- (H) Waiver of fees.** The city manager may waive the vacation and alley closure fee required in instances where the subdivider, by plat, is dedicating for public use, right-of-way that is equal to or greater in size than that which is being vacated.
- (I) Zoning of Vacated right of way.** The district uses and area regulations governing the property abutting upon each side of such alley shall be automatically extended to the new property line(s) of the vacation and closure, unless otherwise specified.

24-179 – Planning and Zoning Board

24-179 - Planning and Zoning Board.

- (A) Board Responsibilities. The Board shall review and make advisory recommendations to the City Commission on all applications for the following:
- (1) Rezoning;
 - (2) Conditional uses;
 - (3) Plats of subdivisions;
 - (4) Changes to the Comprehensive Plan;
 - (5) Changes to the Zoning and Land Development Code;
 - (6) Variance, unless otherwise provided for herein;
 - (7) Site plan;
 - (8) Special Limited Conditional use;
 - (9) Abandonment or vacation of public right of way.
- (B) Board Procedures.
- (1) All board meetings shall be open to the public and a public hearing shall be held on all cases listed in (A) above. Where applicable, State-mandated advertising requirements shall be met.
 - (2) The Director or his representative shall be in attendance at all meetings to serve as secretary, to serve as an advisor, give evidence and make recommendations.

- (3) No action shall be taken on any application unless a quorum is present. No member shall be permitted to abstain from voting unless he has a conflict of interest as defined in accordance with Chapter 112, Florida Statutes as may be amended from time to time.
- (4) Minutes shall be kept of all meetings and procedures and shall include the vote of each member on each question, and the motion shall state the reason or reasons being based upon the prescribed guides and standards of good zoning and planning principles. If a member is absent or obtains from voting, the minutes shall so indicate.
- (5) The Board shall keep accurate record of its minutes which shall be filed, together with all resolutions, with the City Clerk and the same shall be open for public inspection at reasonable times and hours.
- (6) All applications before the Board or City Commission shall be represented by the legal owner, the prospective owner having a bona fide purchase contract or a duly qualified attorney retained by said owner or prospective owner.
- (7) All board recommendations shall be by motion.

(C) Special Procedures for Variances.

- (1) Board vote: An affirmative vote of two-thirds ($\frac{2}{3}$) of the members present is required to approve a variance.
- (2) City Commission vote: A majority vote of the members present can approve a variance. However, a two-thirds ($\frac{2}{3}$) affirmative vote of the City Commission is required to overrule a board recommendation for denial of a variance. The City Commission may attach conditions to a variance approval. See also Section 106 of the City Charter.

Section 3. 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 4. If the provisions of this Ordinance conflict with any other ordinance, rule or regulation, the provisions of this Ordinance shall prevail. All ordinances or parts of ordinances in conflict herewith are repealed.

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

Section 6. 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 7. This Ordinance shall become effective immediately upon adoption on second reading.

APPROVED on the first reading this ____ day of _____, 2024.

APPROVED AND ADOPTED on second reading this ____ day of _____ 2025.

ATTEST:

ANDRISE BERNARD, MMC
CITY CLERK

MICHAEL JOSEPH
MAYOR

(CITY SEAL)

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

GREENSPOON MARDER, LLP

BY: _____
CITY ATTORNEYS

Sponsored by: Mayor and City Commission



**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:	Samuel Zamacona, Public Works Director
VIA:	Mario A. Diaz, City Manager
DATE:	February 18, 2025

Resolution No. R2025-09 Change Order for The Engineering Company, LLC for City Streetlight
RE: Repair Management, Upgrade Services and Development of City Traffic Calming Standards (Samuel Zamacona, Public Works Director)

Description

The Engineering Company is currently providing services to the Public Works Department of the City of North Miami Beach. These services include repair management and upgrade services for the City's streetlight infrastructure, as well as the development of City Traffic Calming Standards, which also supports the City in the adoption of these standards.

**BACKGROUND
ANALYSIS:**

The City of North Miami Beach is utilizing these services through the Seminole Tribe of Florida's Contract (RFQ 46-2022-TW) for Transportation Project Engineering Services. This contract is effective for a 3-year term, which began on October 28, 2022, and will run through October 28, 2025.

In addition to the development of the City's Traffic Calming Study, The Engineering Company, LLC was hired in June 2024 to conduct an assessment and inventory of the damaged streetlights with the City limits. As part of this task, the company created repair tickets and coordinated with Miami Dade County and Florida Power and Light (FPL) to ensure the completion of necessary repairs. As of the latest update, a total of 242 streetlights have been repaired.

The Public Works Director and Chief Procurement Officer recommend

RECOMMENDATION: that the City Commission approve and authorize the City Manager, or designee, to approve a change order to the contract with The Engineering Company. This increase will allow for an additional \$50,000 in annual expenditures to be allocated for these services to ensure sustained progress and the ongoing improvement of traffic calming standards and streetlight infrastructure throughout North Miami Beach.

FISCAL/ BUDGETARY IMPACT: Requesting Purchase Orders for the allocated amount of \$50,000, as approved in the adopted FY25 budget appropriation.

ATTACHMENTS:

Description

- ☐ Resolution_TEC
- ☐ Supplemental Memo_TEC
- ☐ Exhibit A_TEC

RESOLUTION NO. 2025-

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 THE ENGINEERING COMPANY, LLC FOR THE PURCHASE OF TRANSPORTATION PROJECT ENGINEERING SERVICES; INCREASING THE ESTIMATED ANNUAL EXPENDITURE BY \$50,000.00; 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, The Seminole Tribe of Florida awarded Contract RFQ No. 46-2022 Transportation Project Engineering Services Agreement to The Engineering Company, LLC for a three-year term effective from October 27, 2022 through October 27, 2025.

WHEREAS, under the City Manager’s authority, a budgeted amount of \$50,000 was previously approved for Transportation Project Engineering Services. To ensure continuity of the service, an additional expenditure (“Change Order”) of \$50,000 is required for assessments and repair of streetlights and related traffic hindrances; 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 approve the Change Order for \$50,000 additional expenditure with The Engineering Company, LLC; and

WHEREAS, the Mayor and City Commission believe it is in the best interests of the City to approve and authorize the City Manager or designee to approve a Change Order to the contract to increase the previously approved expenditure by \$50,000 annually for a total annual expenditure of \$100,000.

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 NO. R2025-XX

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 The Engineering Company, LLC to increase the annual expenditure by \$50,000 thereby increasing the annual expenditure to \$100,000 for the purchase of Transportation Project Engineering 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 effect without the invalid provision or application, and to this end the provisions of this Resolution are declared to be severable.

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

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

RESOLUTION NO. R2025-XX

APPROVED AND ADOPTED by the City of North Miami Beach City Commission at the regular meeting assembled this **18th day of February 2025**.

ATTEST:

ANDRISE BERNARD, MMC
CITY CLERK

MICHAEL JOSEPH
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. R2025-XX



PUBLIC WORKS DEPARTMENT

SUPPLEMENTAL MEMO – THE ENGINEERING COMPANY

The City of North Miami Beach has made significant progress in enhancing traffic and streetlight infrastructure through the development of a Traffic Calming Manual (TCM) and the management and repair of streetlights across the City. These efforts have focused on improving public safety and ensuring efficient operations, in line with the City's goals.

The Engineering Company, LLC (TEC) is currently providing services to the Public Works Department of the City of North Miami Beach. These services include repair management and upgrade services for the City's streetlight infrastructure, as well as the development and adoption of City Traffic Calming Standards.

TEC is currently developing the Traffic Calming Manual (TCM) with input from the Public Works Department, adapting Miami-Dade County standards to meet the unique needs of North Miami Beach provide flexibility for undertaking additional traffic projects, further solidifying the City's commitment to improving mobility and safety. The process includes a thorough review of County standards and specifications, multiple meetings with City representatives to gather feedback, and consultations with traffic safety experts. Once the TCM is approved, TEC will assist the City in securing approval from Miami-Dade County and formalizing an intergovernmental agreement between the City and Miami-Dade County that allows the City to perform traffic engineering functions per the newly adopted Traffic Calming Manual. This agreement will be reviewed by the City Attorney and City Manager to ensure compliance and alignment with City goals.

In parallel, TEC has undertaken extensive efforts since June 2024 to repair and manage streetlights throughout the community. A total of 266 streetlights were assessed, and repairs were prioritized based on ownership, distinguishing between lights managed by Florida Power and Light (FPL) and Miami-Dade County (MDC), and streetlight infrastructure, such as poles, owned by AT&T. TEC developed a comprehensive Streetlight Repair Tracker to document and monitor all reported outages and repairs. TEC scheduled and held weekly meetings with FPL representatives to ensure efficient communication and repair prioritization. TEC shared ticket numbers with FPL to expedite service and conducted site verifications to confirm the completion of repairs. In cases where issues persisted, TEC provided photographic evidence to FPL contractors to resolve the matter.

TEC's efforts also extended to addressing copper theft, which caused recurring outages in certain areas. By working closely with FPL, these vulnerabilities were mitigated, reducing complaints and improving reliability. Coordination with Miami-Dade County required navigating a work order system without a centralized ticketing process. TEC organized repair requests geographically and engaged with multiple Miami-Dade County departments to expedite repairs. A total of 106 Miami-Dade County-managed streetlights were repaired, with verifications conducted to ensure repair



PUBLIC WORKS DEPARTMENT

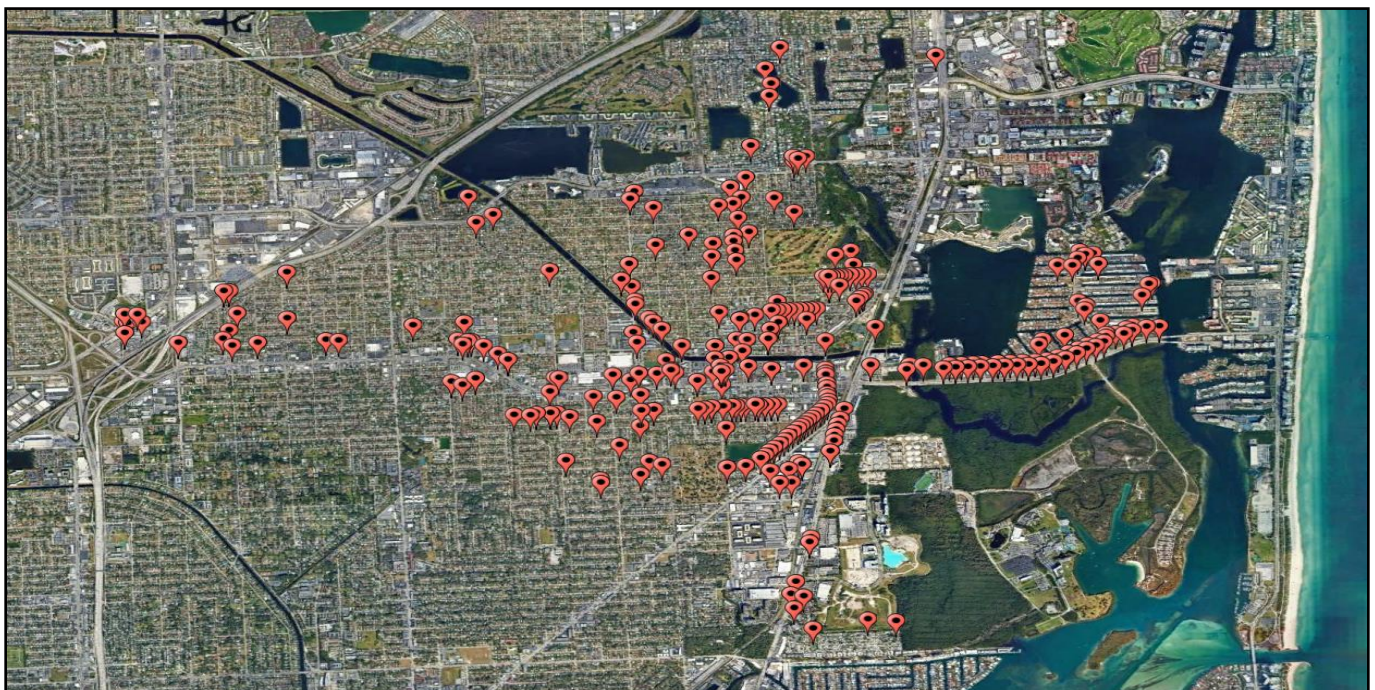
was completed. Additionally, coordination with AT&T addressed poles under its jurisdiction, and TEC is currently supporting AT&T and the City in getting necessary permits to complete repairs.

TEC developed Standard Operating Procedures (SOPs) to guide the reporting of outages and complaints. These procedures streamline the reporting process and provide clarity to residents about next steps. In one instance, TEC coordinated the repair of a hazardous broken cable on the street within four days, ensuring the safety of the public. Within the first three weeks of this initiative, TEC verified the repair of 121 streetlights, and further efforts brought the total number of repaired streetlights to 160 FPL-managed lights and 106 Miami-Dade County-managed lights.

Future work with TEC includes continued efforts to manage and repair streetlights in collaboration with FPL, with eight new repair requests recently submitted by residents and 44 pending repairs from Miami-Dade County. TEC remains committed to addressing these repairs efficiently and ensuring public safety through consistent communication and tracking systems.

These accomplishments demonstrate the City's commitment to enhancing public safety and maintaining functional infrastructure for its residents. The collaborative approach taken with TEC, FPL, MDC, and AT&T has significantly improved the efficiency and reliability of streetlight repairs while addressing the concerns of residents. By maintaining a proactive strategy, the City of North Miami Beach continues to make strides in improving the quality of life for its community.

GIS of Streetlights in need of repair before TEC





PUBLIC WORKS DEPARTMENT

GIS of the Streetlights that have been repaired after TEC:

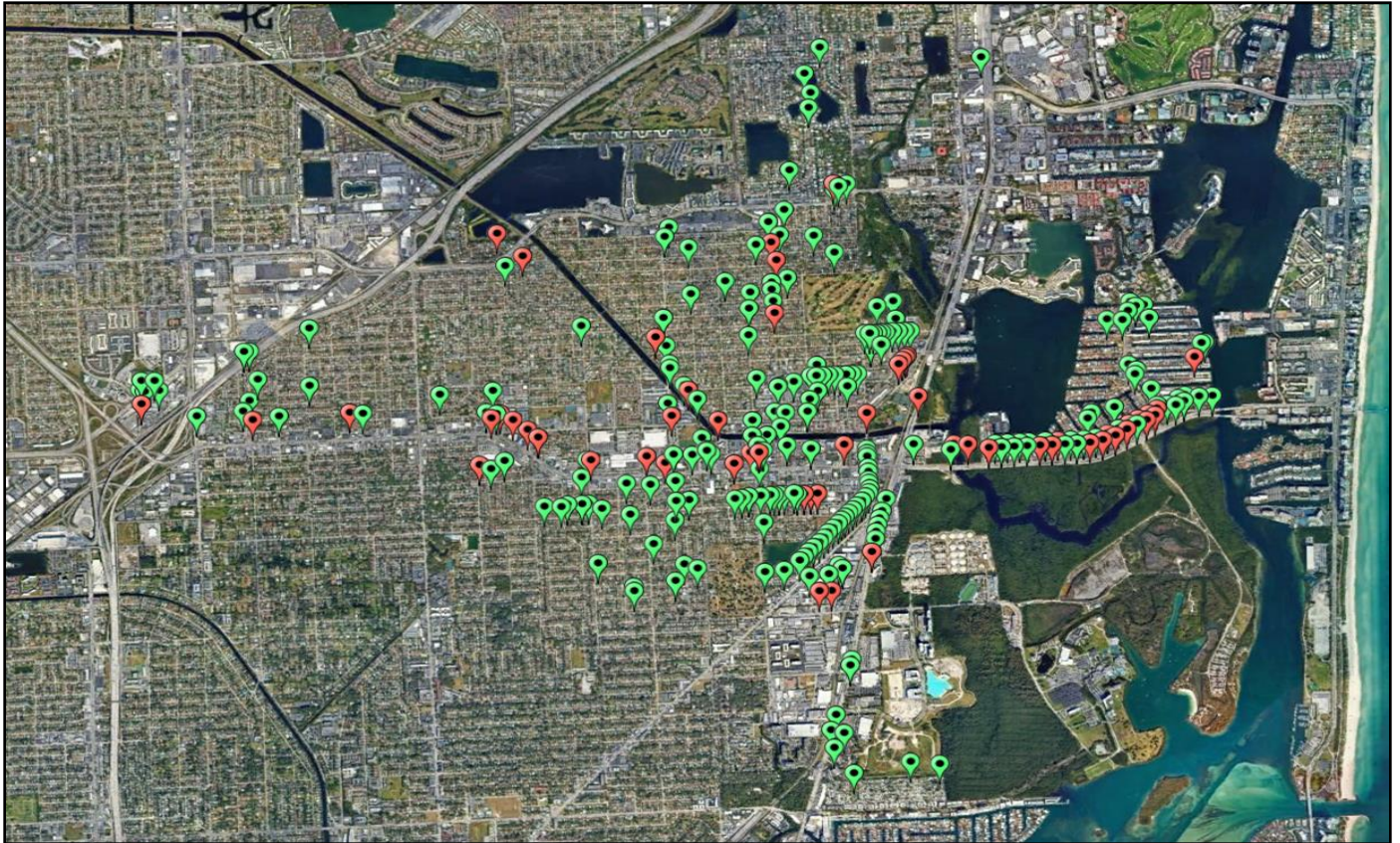


EXHIBIT A



CHANGE ORDER FORM

PROCUREMENT MANAGEMENT DIVISION
(Revised 5.1.23)

Title: Transportation Engineering Services (PIG:Seminole Tribe Florida RFQ46-2022)	Contract No.: <u>PB991</u> Purchase Order No.: _____
Vendor: The Engineering Company	Change Order No.: 1
Contract Award Date: <u>6/4/2024</u>	Completion Date: <u>10-25-2025</u>
Revised Completion Date (prior to this change): <u>No change</u>	Extension(s) of Time Previously Approved: <u>N/A</u> days
Revised Completion Date (including this change): <u>No change</u>	

Summary of Amount	
<i>Original Amount</i>	\$ 49,920
Change Orders Previously Approved	\$ 0
Adjusted Value Prior to this Change Order	\$ 49,920
Cost of Changes in this Change Order	\$ 50,000
<i>Adjusted Amount Including this Change</i>	\$ 99,290
Percentage Increase this Change Order	% 80
Total Percent Increase to Date	%
Extension of Time Allowed by this Change -	_____ days

Description of Change:

Continuation of previously approved work requested under new task order

Procurement Notes:

Request to add \$50K annually. The Engineering Company will perform assessment for the existing streetlights conditions, creating an inventory damages and repair management

In consideration of approved FY25 budget appropriation and continuity of ongoing projects.

010820-541430

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: _____
(Division Approval)

By: _____
(Procurement Department) (Date)

(Signature) (Date)

By: _____
(Department Head) (Date)

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

THE ENGINEERING COMPANY

Date: September 23rd, 2024

City of North Miami Beach
17050 NE 19th Ave.
North Miami Beach, FL 33162
Attention: Samuel Zamacona
Director of Public Works

Subject: Proposal for repair management of Streetlight Infrastructure and development of Traffic Calming Standards for the City of North Miami Beach

Dear Sam Zamacona:

The Engineering Company, LLC is pleased to submit the subject proposal for your review and approval. This proposal includes performing repair management and upgrades services for the City's streetlights infrastructure, and the development of the City's Traffic Calming Standards and support the City in the adoption of such Standards by Miami Dade County and the City Commission via an Intergovernmental Agreement.

Let me know if you have any questions.

I look forward to delivering this project for the City of North Miami Beach.

Sincerely,

A handwritten signature in blue ink, appearing to read "Omar Herrera".

OMAR HERRERA, PE

PRESIDENT

INTRODUCTION

The City of North Miami Beach requested the services of The Engineering Company (TEC) for providing support to the Public Works Department in performing repair management and upgrades services for the City's streetlights infrastructure. TEC was hired by the City in June of 2024 to conduct an assessment and inventory of the damaged lights within the City limits. TEC created tickets for repairs and worked with Miami Dade County and FPL for the completion of the repairs. Since then, TEC successfully managed the repairs of 242 streetlights that were out or damaged.

The City also requested the services of TEC to develop the City's Traffic Calming Standards. Currently, the City utilizes the standards of Miami Dade County which have been adopted via an INTERGOVERNMENTAL AGENCY AGREEMENT TO PERFORM TRAFFIC ENGINEERING FUNCTIONS between Miami Dade County and the City of North Miami Beach, dated July 8th, 2022, which was adopted by the City Commission in Resolution No. 2021-92. The City intends to incorporate their own Traffic Calming Standards in the Intergovernmental Agreement with Miami Dade County which will allow the City to address the specific needs of their community. TEC will develop the City's Traffic Calming Standards and support the City in the development of the draft Intergovernmental Agreement to incorporate the new standards.

The services will be provided by personnel of TEC. TEC will perform the services presented herein on a time and materials fee basis as outlined in the following task.

1 Streetlights Repair Management

TEC will provide the following services:

- Perform an assessment of available information regarding streetlight damages to include: tickets, City's damage reports, residents' complaints, etc.
- Conduct site surveys to verify condition of damaged streetlights.
- Generate tickets for damaged and new reported streetlight outages and manage the repairs.
- Create and update Repair Tracker for streetlight tickets submitted with dates, status and follow up dates.
- Schedule monthly meetings with FPL regarding streetlight upgrades and repairs, if needed. TEC will develop meeting minutes with action items for these meetings.
- Coordination with Miami Dade County regarding streetlight upgrades and repairs.
- Coordination with cable companies for streetlight infrastructure repairs.
- Manage the repair of damaged poles owned by FPL, Miami Dade County or cable companies.
- Review lighting agreement between the City and FPL and lighting agreements between the City of Miami Dade County.
- Follow up on upgrades and repairs completed on streetlights.
- Review and update City of North Miami Beach GIS map of streetlight repairs.

- Site survey to verify and identify missing LED conversions from FPL per the City's lighting agreement with FPL.

The City's Police Department will be available to conduct pre-repair and post-repair site inspections during the day or night to document condition of streetlight infrastructure and verification of repair completion by FPL and Miami Dade County.

TEC will produce a monthly progress report that will be submitted along with the monthly invoice which will include a description of the work performed for the time period. This report will include number of lights fixed, number of meetings held, number of tickets created, number of site surveys, and other relevant information to document the forward progress of the project.

Deliverables

- Repair Tracker with streetlights repair tickets for FPL and Miami Dade County.
- Meeting minutes with action items for meetings held with FPL and Miami Dade County.
- Site survey reports.
- GIS updated with streetlights that have been repaired.
- Monthly progress reports with a summary of the work completed.
- Weekly timesheets. Timesheets will include a description of the work performed.

2 Traffic Calming Standards

The City has expressed interest in the use of the Traffic Calming Standards of the City of Miami Beach. TEC will request these standards in editable form from the City of Miami Beach and will utilize them as a template and guide to create the standards of the City. TEC will provide the following services:

- Request editable files of Traffic Calming Standards of Miami Beach and Intergovernmental Agency Agreement to Perform Traffic Engineering Functions between Miami Beach and Miami Dade County.
- Review existing Intergovernmental Agency Agreement to Perform Traffic Engineering Functions between the City and Miami Dade County.
- Review existing standards and Miami Dade County Code used by the City for Traffic Calming projects.
- Create the City's Traffic Calming Standards, including applicable forms and figures.
- Develop draft Intergovernmental Agency Agreement to Perform Traffic Engineering Functions between the City and Miami Dade County. This agreement will be sent to the City Attorney and City Manager's office for review.
- Work with the City in submitting the updated Intergovernmental Agreement to Miami Dade County for review and adoption.
- Work with the City in submitting the updated Intergovernmental Agreement to the City's Planning and Zoning, and to the City Commission for adoption.

THE ENGINEERING COMPANY

TEC will produce a monthly progress report that will be submitted along with the monthly invoice which will include a description of the work performed for the time period.

Deliverables

- Traffic Calming Standards.
- Draft Intergovernmental Agency Agreement to Perform Traffic Engineering Functions between the City and Miami Dade County.
- Monthly progress reports with a summary of the work completed.
- Weekly timesheets. Timesheets will include a description of the work performed.

SCHEDULE

The project schedule is approximately 9 months from NTP.

INVOICING

The invoicing will be per the contract between the CITY OF NORTH MIAMI BEACH and THE ENGINEERING COMPANY, LLC. The City of North Miami Beach shall pay The Engineering Company within 30 days of invoice submission.

COMPENSATION

The services described herein will be performed on time and materials with a fee not to exceed (NTE) of **49,960.00**.

Below is a breakdown of the estimated level of effort for this project.

SUMMARY OF THE FEE AND HOUR BREAKDOWN							
	Project Manager	Project Engineer	Senior Inspector	Senior Engineer	Total Hours	Labor	Subtotal
Billing rate, \$/hr	\$160.00	\$140.00	\$140.00	\$180.00			
Task							
1 Streetlights Repair Management	44	136	40		220	\$31,680.00	\$31,680.00
2 Traffic Calming Standards	20	82		20	122	\$18,280.00	\$18,280.00
Total (Hours)	64	218	40	20	342		
Sub-total Labor Fee						\$49,960.00	\$49,960.00
ODC - Reimbursable Expenses							
Sub-total Labor Fee/ODC							\$49,960.00
Total Project Cost (Labor/ODC)							\$49,960.00
% Utilization (calculated based on total number of hours)	18.71%	63.74%	11.70%	5.85%			
Total (\$)	\$10,240.00	\$30,520.00	\$5,600.00	\$3,600.00			\$49,960.00

ASSUMPTIONS

This proposal was developed based on the following assumptions:

- The scope of services of this project will be performed on a time and materials basis and the number of hours and fee represent an estimate based on the information available to TEC as of the date of this document. Additional time and fees may be necessary to complete the work included in this proposal.
- The repairs are to be performed by FPL, Miami Dade County, City, and applicable communication companies. Thus, TEC shall not be liable for malfunctioning of streetlight infrastructure, for the quality of the repairs performed, or for time delays.
- The City will grant TEC access to available information regarding streetlights such as, agreements, existing tickets, expired tickets, GIS, maps, etc.
- The City of Miami Beach will share the editable files of their Traffic Calming Standards and their Intergovernmental Agency Agreement to Perform Traffic Engineering Functions with Miami Dade County. TEC will use these documents to develop the City's Traffic Calming Standards and Intergovernmental Agreement with Miami Dade County.
- Due to the nature of this project, the completion of repairs may extend beyond the schedule of this project. Additional time and fees may be necessary to complete the management of the streetlight repairs.
- Due to the nature of this project, the adoption by Miami Dade County and City Commission of the new Traffic Calming Standards and new Intergovernmental Agency Agreement may extend beyond the schedule of this project. Additional time and fees may be necessary to complete the work included in this proposal.

PROPOSAL ACCEPTED BY

Name and Title:

Signature:

Date:

PROPOSAL ACKNOWLEDGED BY (THE ENGINEERING COMPANY)

Name and Title: Omar Herrera, PE, / PRESIDENT

Signature:

Date:

SEMINOLE TRIBE OF FLORIDA

Michael J. Gebhardt
Purchasing Department
Director

6300 STIRLING ROAD
HOLLYWOOD, FLORIDA 33024
PHONE (954) 966-6300 x11371
FAX (954) 967-3478

E-MAIL: michaelgebhardt@seminoletribe.com
WEBSITE: <http://www.seminoletribe.com>



Tribal Officers:

MARCELLUS W. OSCEOLA, JR.
Chairman

MITCHELL CYPRESS
Vice-Chairman

LAVONNE ROSE
Secretary

PETER HAHN
Treasurer

August 3, 2022

The Engineering Company, LLC
Attention: Omar Herrera
2875 NE 191 Street, Suite 602
Aventura, Florida 33180
Phone: (726) 543-8936
Email: omar@theengineeringco.com

Re: RFQ 46-2022 - TW Transportation Project Engineering Services

Mr. Herrera,

The Seminole Tribe of Florida (hereinafter the "Tribe") has completed its evaluation of the proposals submitted by your firm in response to the above-mentioned solicitation.

The final determination has resulted in the selection of your firm as a pre-qualified contractor to provide as-needed transportation project engineering services to the Tribe. Please be advised that you are not authorized to provide these services until such time as a contract between the Tribe and your firm has been executed. In addition, any expenses incurred by your firm will not be reimbursed by the Tribe in the event that this award is withdrawn by the Tribe or if a contract cannot be successfully negotiated. Someone from the Tribe will contact you towards taking the next steps to provide the solicited services.

Please contact me if you have any questions regarding this or any other procurement matter.

Sincerely,

Trecia Demby

Trecia Demby
Contract Administrator II

cc: Derek Koger, TCD Executive Director
Emran Rahaman, Public Works Director
Luis Rioseco, TCD Senior Director of Administration
Marla Osborn, TCD Senior Project Manager
Michael Gebhardt, Purchasing Director
Tristan Evertz, Assistant Director of Purchasing
Alex Rodriguez, Purchasing Contracts Unit Manager
Adriana Rodriguez, Bids and Proposals Supervisor

**SERVICE AGREEMENT
BETWEEN THE SEMINOLE TRIBE OF FLORIDA
AND
THE ENGINEERING COMPANY, LLC**

This service agreement is made, entered into and effective as of the date of the last signature of this agreement by and between the SEMINOLE TRIBE OF FLORIDA, a federally recognized Indian Tribe under 25 U.S.C. §5123 (hereinafter referred to as the "TRIBE") and THE ENGINEERING COMPANY, LLC, a Florida Limited Liability Company (the "CONSULTANT").

Identification information

OWNER:

SEMINOLE TRIBE OF FLORIDA, A
FEDERALLY RECOGNIZED INDIAN TRIBE
UNDER 25 U.S.C.§5123

CONSULTANT:

THE ENGINEERING COMPANY, LLC

OWNER ADDRESS:

6300 STIRLING ROAD
HOLLYWOOD, FLORIDA 33024

CONSULTANT ADDRESS:

2875 NE 191 STREET, SUITE 602
AVENTURA, FL 33180

OWNER REPRESENTATIVE:

EMRAN RAHAMAN
DIRECTOR OF PUBLIC WORKS
SEMINOLE TRIBE OF FLORIDA
5700 GRIFFIN ROAD
DAVIE, FLORIDA 33314
PHONE: (954) 894-1060
E-MAIL: emranrahaman@semtribe.com

CONSULTANT REPRESENTATIVE:

OMAR HERRERA, PE
PRINCIPAL
THE ENGINEERING COMPANY, LLC
2875 NE 191 STREET, SUITE 602
AVENTURA, FL 33180
PHONE: (305) 904 6218
EMAIL: omar@theengineeringco.com

PROJECT DESCRIPTION:

TRANSPORTATION ENGINEERING
SERVICES

PROJECT LOCATION:

SOME OR ALL SEMINOLE INDIAN
RESERVATIONS OR OTHER RESTRICTED
TRIBAL TRUST LAND AND CERTAIN FEE
PROPERTY OWNED OR LEASED BY THE
SEMINOLE TRIBE OF FLORIDA.

RECITALS

A. The SEMINOLE TRIBE OF FLORIDA, (hereinafter referred to as “TRIBE”), is an organized Indian Tribe as defined in Section 16 of the Indian Reorganization Act of June 18, 1934, as amended.

B. CONSULTANT is a professional engineering firm specializing in providing professional services to the public with the professional background, skill, and qualifications as well as the technical expertise necessary to provide the professional services necessary to achieve the objectives set forth by the Public Works Department of the TRIBE.

C. CONSULTANT has certain skills and abilities that are required by TRIBE.

D. CONSULTANT is an independent firm willing to provide its Transportation Engineering Services in accordance with EXHIBIT A – RATE SHEET, attached hereto and by this reference incorporated herein, to the TRIBE (hereinafter the “Services”) on a confidential basis under the terms and conditions and for the period contemplated by this Agreement.

E. The scope of work under this agreement involves Transportation Engineering Services on some or all Seminole Indian Reservations or other restricted tribal trust land and certain fee property owned or leased by the Seminole Tribe of Florida (hereinafter the “Project”).

TERMS AND CONDITIONS

THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties hereto hereby agree as follows:

1. ENGAGEMENT

TRIBE hereby engages and retains CONSULTANT as an independent Consultant, and CONSULTANT hereby accepts engagement upon the terms and conditions hereinafter set forth herein.

2. TERM

Subject to the provisions for termination as hereinafter provided, the term of this Agreement shall be for a period of three (3) years, which Agreement shall be entered into and effective as of the date of the last signature of this Agreement. The TRIBE reserves the right to cancel this Agreement upon payment of compensation due CONTRACTOR pursuant to Paragraph 12 hereof.

3. COMPENSATION

CONSULTANT shall be paid a not-to-exceed sum of Two Hundred Fifty Thousand Dollars and Zero Cents (\$250,000.00) in the aggregate per year for its Services, with no carryover of prior year sum(s). The method of compensation will be determined through a Work Authorization, either a lump sum (LS) or hourly not-to-exceed (HNTE) amount in accordance with EXHIBIT A – RATE SHEET. Project assignments will be made by the TRIBE through Work Authorization(s) with a project-specific Scope of Services, which will be negotiated for the time and method of compensation for each task and authorized by the Director of the Public Works Department. CONSULTANT shall not exceed, nor be required to exceed, the estimated costs set forth in EXHIBIT A without TRIBE’S prior written authorization.

CONSULTANT shall not proceed with any HNTE Services without prior written approval from the TRIBE.

CONSULTANT shall send monthly invoices to “Seminole Tribe of Florida Attn: Accounts Payable Department, Post Office Box 840939, Pembroke Pines, Florida, 33084” or email;

invoices@semtribe.com or *facsimile number of (954)967-3988* for SERVICES performed during the preceding month. If CONSULTANT provides the SERVICES for a fixed price, CONSULTANT shall include on the invoice a description of the SERVICES performed, the percentage of completion of SERVICES represented by the invoice and the amount of the fixed price to which the percentage of completion was applied.

Invoices for payment should also include time sheets, summary sheets, a copy of the Description of Services, and copy of the TRIBE'S prior written approval for all HNTe services.

Invoice request for payment **requests for payments shall be delivered to TRIBE for approval by the fifth (5th) day of each month for inclusion into the following month's payment estimate. Approved payment requests will be paid within 30 days of receipt of invoice.** Should there be an ambiguity or conflict between or among the Attachments and the Agreement; CONSULTANT shall obtain the TRIBE'S written direction to proceed.

CONSULTANT shall comply with the TRIBE'S fiscal year end cut off schedule which is September 30..

4. DIRECTION

CONSULTANT shall report to, be responsible for its performance, and receive its direction from the Public Works Department of TRIBE.

5. DUTIES

TRIBE retains CONSULTANT pursuant to the terms and conditions of this Agreement. Duties of CONSULTANT shall include, but not be limited to, the rate schedule for services outlined in EXHIBIT A and the work as defined by the TRIBE in a Work Authorization on an as-needed basis.

6. STANDARD OF CARE

The CONSULTANT represents that it is knowledgeable and experienced in providing SERVICES, is familiar with the property and the applicable laws affecting the property. CONSULTANT also represents that the standard of care for all SERVICES performed or furnished by CONSULTANT under this Agreement will be the care and skill ordinarily used by members of the CONSULTANT'S profession practicing under similar conditions.

7. EXTENT OF SERVICES

CONSULTANT shall devote such time, attention and energies to the business as is required by TRIBE. In CONSULTANT'S performance of the work contemplated by this Agreement, the CONSULTANT shall not during the term of this Agreement, be precluded from engaging in any other business activity, whether or not such business activity is pursued for gain, profit, or other pecuniary advantage. Provided however, that the CONSULTANT shall not, during the term of this Agreement, solicit TRIBE'S employees on behalf of it or another organization, or provide any other firm or business with information regarding the operations, including without limitation the agreements and clients of the TRIBE.

8. OWNERSHIP OF DOCUMENTS

Copies of all drawings and specifications (both in electronic form, clearly marked as copies, and in the form of reproducible hard copies) shall be furnished to TRIBE, along with copies (or originals to the extent permitted by the regulations of the Florida state authorities governing the practice of consultants) of any drafts, work papers, samples, prototypes, models, sketches, conceptual or schematic drawings, master plan documents, and other work product produced in connection with this Agreement or the Project which are

the subject of this Agreement, regardless of the state of completion of the work, and regardless of the source (collectively, CONSULTANT's "Work") that CONSULTANT has retained in his possession. Copies of the construction drawings and specifications retained by TRIBE may be utilized only for the TRIBE's use for the project for which they are prepared, and not for the construction of another project on another site. TRIBE, may however, reuse the concepts, themes, ideas, and expression reflected or embodied in the drawings and specifications and may, if it wishes, retain another licensed design professional to incorporate said concepts, themes, ideas, and expression into other plans and specifications. All CONSULTANT's Work other than one set of original construction drawings, line drawings, specifications, and computer disks prepared by the CONSULTANT shall be the property of the TRIBE and may be used by the TRIBE as the TRIBE sees fit. The original physical drawings and specifications retained by TRIBE may be used for occupying the Project, completing or modifying the Project, the building, the site for which they were prepared, and not for the construction of another project on another site. All original construction drawings, line drawings, specifications, and computer disks shall remain in the possession, care, custody and control of CONSULTANT, who shall retain them in confidence. CONSULTANT's Work shall be deemed "work for hire" commissioned by TRIBE to the fullest extent permitted by the copyright laws of the United States and by Florida law. To the fullest extent permitted by Federal and Florida law, CONSULTANT hereby transfers to TRIBE, for good and valuable consideration, all copyright, trademark, and patent rights in and to CONSULTANT's Work, and agrees to sign any and all further documents deemed necessary by TRIBE to protect TRIBE's copyright rights therein at the conclusion of the project. CONSULTANT agrees not to share, reveal, or advertise any of the Work, or the concepts, themes or ideas reflected therein, with or to any third parties absent TRIBE's prior written consent, and further agrees not to reuse same for any purpose without TRIBE's prior written consent. CONSULTANT expressly acknowledges that, to the extent the concepts and themes for a given Project were initially conceived by TRIBE, they shall remain the property of TRIBE, who may reuse them as it sees fit. Upon the completion or termination of CONSULTANT's involvement on a given Project, any and all documents, information or use rights provided to the CONSULTANT for purposes of or in connection with the CONSULTANT's performance of this Agreement in connection with that Project, or otherwise related to the Project, shall be returned to the TRIBE, without CONSULTANT retaining any copies except that CONSULTANT retain copies of documents or information furnished by TRIBE which were influential in CONSULTANT's production of the Work so long as the CONSULTANT holds same in confidence and does not disseminate them or share them with any other third parties.

When TRIBE requests that the CONSULTANT provide to it certain plans, specifications, or other documents in electronic form ('Electronic Documents'), for the Project ('Project') CONSULTANT will do so subject to the terms of this provision. TRIBE recognizes that Electronic Form Documents are not intended to be used for construction, are not Contract Documents under the terms of the Construction Contract, may be revised by others without the knowledge or consent of the CONSULTANT, and, when plotted, may result in variances or corrupt other files of the user. TRIBE agrees not to use the Electronic Form Documents for any purposes other than the Project for which they were prepared. CONSULTANT will provide to TRIBE only a working copy of the Electronic Form Documents. Said working copy of the Electronic Form Documents shall have removed from the electronic display all indices of the CONSULTANT's ownership, professional name, and/or involvement in the Project. Any use of any kind and/or changes to the Electronic Form Documents will be at the sole risk of the user and without liability, risk, or legal exposure to the CONSULTANT.

9. NO PARTICIPATION

CONSULTANT acknowledges and agrees that this Agreement shall not give or extend to CONSULTANT any rights with respect to additional contributions by TRIBE to any deferred compensation plan, bonus plans, or fringe benefits, employment, income or other taxes which may be assessed in connection with payments to CONSULTANT under the terms of this Agreement.

10. SUBCONTRACTING AND ASSIGNMENT

This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the TRIBE and CONSULTANT. However, CONSULTANT shall not subcontract or retain an independent consultant, subconsultant or consultant to perform under or assign this or any portion of this Agreement, nor shall this Agreement inure to the benefit of any trustee in bankruptcy, receiver or creditor of CONSULTANT, by operation of applicable law or otherwise, without the prior written consent of TRIBE. CONSULTANT shall not utilize any subconsultants on the work to be performed hereunder unless said subconsultants have executed an agreement agreeing to be bound by the terms of this Agreement. CONSULTANT assumes full responsibility for the work of any independent Consultant, subconsultant or consultant. Subject to the terms of this paragraph and except as provided to the contrary in the Scope of Work, TRIBE hereby consents to the retention by CONSULTANT of title abstractors and automated data retrieval firms reasonably acceptable to CONSULTANT.

11. ALTERATION OF SITES

CONSULTANT will perform no SERVICES and will have no SERVICES performed that would materially alter, damage or affect the terrain, subsurface, vegetation, buildings, structures or equipment in, at, or upon the property without the prior, express, written consent of both TRIBE and the existing owner of the property if other than TRIBE. This paragraph shall not apply to normal wear and tear associated with routine access to the property reasonably necessary to perform the SERVICES.

12. TERMINATION

a. Termination for Convenience

TRIBE may terminate this Agreement for convenience prior to completion of SERVICES. The termination will become effective upon delivery of written notice pursuant to paragraph 13 below. TRIBE shall compensate CONSULTANT for all costs incurred to the effective date of termination, plus any reasonable and necessary termination costs and non-cancelable commitments entered into prior to the date of notice of termination. In no event shall CONSULTANT be entitled to profits on SERVICES not performed due to termination of the Agreement.

b. Termination for Default

TRIBE may terminate this Agreement in the event of CONSULTANT'S failure to make timely progress, non-performance of any material item of this Agreement, default, material breach by CONSULTANT of this Agreement, or in the event of insolvency, bankruptcy or receivership of CONSULTANT, effective upon written notice pursuant to paragraph 13 below. TRIBE may contract with others for performance of the SERVICES in the event of termination under this paragraph. Payment of any additional costs shall not relieve CONSULTANT of any other liability it may have in connection with the SERVICES.

c. Delivery of Materials

Upon receipt of notice of termination under subparagraphs 12(a) or (b) above, CONSULTANT shall immediately deliver to TRIBE all materials as defined in paragraph 19 and 27 below, held or used by CONSULTANT in connection with the SERVICES, except those materials, if any, owned by CONSULTANT or supplied by CONSULTANT at CONSULTANT'S own cost. If, at the time of termination further sums are due CONSULTANT, CONSULTANT shall not be entitled to sums until all materials required to be delivered to TRIBE are delivered.

d. Survival

Upon receipt of notice of termination for any reason, CONSULTANT shall promptly

cease all SERVICES, except for additional SERVICES that TRIBE may, in its discretion, request CONSULTANT to perform. CONSULTANT shall perform additional SERVICES with the standard of care as stated in paragraph 6 above.

13. NOTICES

All notices or other communications provided for by this Agreement shall be in writing. Notice shall be deemed properly delivered by: (a) personal delivery; (b) sending via a nationally recognized overnight courier, such as FedEx; or (c), the mailing of such notices to the parties entitled thereto, via certified mail, return receipt requested, postage prepaid, to the parties at the below addresses (or to such address designated in writing by one (1) party to the other). Notice shall be deemed given when: (i) personally delivered; (ii) the next business day after delivery of the notice to the nationally recognized overnight courier; or (iii) three business days after being sent by certified mail, return receipt requested, postage prepaid.

TRIBE:

EMRAN RAHAMAN
DIRECTOR OF PUBLIC WORKS
SEMINOLE TRIBE OF FLORIDA
5700 GRIFFIN ROAD
DAVIE, FLORIDA 33314
PHONE: (954) 894-1060
E-MAIL: emranrahaman@semtribe.com

CONSULTANT:

OMAR HERRERA, PE
PRINCIPAL
THE ENGINEERING COMPANY, LLC
2875 NE 191 STREET, SUITE 602
AVENTURA, FL 33180
PHONE: (305) 904 6218
EMAIL: omar@theengineeringco.com

14. AMENDMENTS

This Agreement may be amended at any time by the written agreement of TRIBE and CONSULTANT. All amendments, changes, revisions and discharges of this Agreement shall be binding upon the Parties despite any lack of legal consideration, as long as it shall be in writing and executed by the Parties. CONSULTANT shall not perform a change in SERVICES without TRIBE'S prior written approval of the changes and their costs.

15. PARTIES IN INTEREST

Nothing in this Agreement, whether expressed or implied, is intended to confer upon any person other than the parties hereto and their respective heirs, representatives, successors and permitted assigns, any right or remedies under or by reason of this Agreement. Nothing in this Agreement is intended to relieve or discharge the liability of any other party hereto, nor shall any provision hereof give any entity any right of subrogation against or action over any party.

16. SEVERABILITY

If any term, covenant, condition or provision of this Agreement, or their application to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the parties shall renegotiate the unenforceable or invalid terms so as to effect the intent of

the Agreement. Regardless of the success of any renegotiation the remainder of the provisions of this Agreement, or their application to any person or circumstances, shall remain in full force and effect.

17. SUBJECT HEADINGS

The subject headings of the articles, paragraphs and subparagraphs of this Agreement are included solely for purposes of convenience and reference only, and shall not be deemed to explain, modify, limit, amplify or aid in the meaning, construction or interpretation of any of the provisions of the Agreement.

18. APPLICABLE LAWS AND REGULATIONS

This Agreement shall be governed by and construed and enforced in accordance with and subject to applicable laws and orders including without limit, licensing, and certification requirements, environmental laws, health and safety laws, worker health and safety laws, drug free workplace requirements, and applicable laws pertaining to labor wages, hours and other conditions of employment. CONSULTANT shall comply with any and all applicable safety and security regulations which are now in effect or hereinafter may be applicable. CONSULTANT agrees that it will at all times conduct its business in a lawful manner and in full compliance with all applicable Tribal and governmental laws, ordinances, rules and regulations.

19. CONFIDENTIAL MATTERS AND PROPRIETARY INFORMATION

The CONSULTANT and its employees shall keep in strictest confidence all information, books, reports, photographs, slides, materials, new data, boring logs, sample results, laboratory reports, calculations, estimates, documents, communications, notes, proposals, scopes of work, or related responses relating to this Agreement and that which may be acquired in connection with or as a result of this Agreement. CONSULTANT shall not, during the term of this Agreement or at any time thereafter, without the prior written consent of TRIBE, publish, communicate, divulge, disclose or use any of such information designated by TRIBE as proprietary or confidential or which from the surrounding circumstances in good conscience ought to be treated by the CONSULTANT as proprietary or confidential.

Except as required by applicable law, CONSULTANT will not meet or confer with any member of any federal, state, or local regulatory agency concerning the SERVICES without obtaining the prior written consent of TRIBE. In addition, CONSULTANT will not discuss any matters arising out of this Agreement with members of the press or public and will not issue any press release without the prior written consent of TRIBE. If CONSULTANT becomes aware of a possible site condition or situation, which, if confirmed, could impose a reporting requirement of the TRIBE, operator, lessee, or lessor, CONSULTANT shall promptly notify TRIBE.

20. CONFLICT OF INTEREST

During the term of this Agreement and at any time thereafter, CONSULTANT shall not act as an agent, or in a liaison capacity as an officer, employee, agent or representative of any TRIBE supplier or prospective supplier nor serve in any of the foregoing capacities for any of TRIBE'S clients or prospective clients without the prior written approval of TRIBE. CONSULTANT hereby warrants that there is no conflict of interest in CONSULTANT'S other service agreements or other employment, if any, with the activities to be performed hereunder and shall advise TRIBE if a conflict of interest arises in the future.

21. FIELD REPRESENTATIVE

Unless CONSULTANT specifically agrees to the contrary in writing, CONSULTANT shall not be responsible for the job safety or practices of a Consultant retained by any party other than CONSULTANT or its Personnel and CONSULTANT or its Personnel shall not have the right to stop the work of such

Consultant. Notwithstanding the forgoing, CONSULTANT shall notify TRIBE if CONSULTANT considers the job safety or practices of a Consultant retained by any party other than CONSULTANT to be unsafe or in violation of applicable law.

22. INDEPENDENT CONSULTANT

In all matters relating to this Agreement, CONSULTANT shall be acting as an independent Consultant and as such shall have and maintain complete control over and be responsible for all of its employees and agents and operations. Neither CONSULTANT nor employees of CONSULTANT are employees of TRIBE under the meaning or application of any applicable Federal or State unemployment or insurance laws or workers' compensation laws or otherwise. CONSULTANT shall assume all liabilities or obligations imposed by any one or more such applicable laws with respect to the employees of CONSULTANT in the performance of this Agreement. CONSULTANT shall not have any authority to assume or create any obligations, expressed or implied, on behalf of TRIBE and CONSULTANT shall not have the authority to represent itself, as an agent, employee or in any other capacity of TRIBE; except as specifically set forth in this Agreement.

a. Personnel

"Personnel" means all officers, directors, affiliates, partners, employees, agents, independent Consultants and subconsultants of either CONSULTANT or TRIBE as specified. CONSULTANT represents that all Personnel of CONSULTANT will and shall be required to abide by the terms and provisions of this Agreement, including, without limit, the requirement of confidentiality as provided in paragraph 19 above, and at the request of TRIBE, CONSULTANT shall require any or all of its Personnel to sign mutually agreeable agreements or statements so providing.

b. Employees

All Personnel of and used by CONSULTANT in the performance of the SERVICES shall be the agents, representatives, employees or subconsultants of CONSULTANT and not of TRIBE. CONSULTANT states to TRIBE that all SERVICES supplied by CONSULTANT in the performance of this Agreement shall be supplied by Personnel who are careful, skilled, experienced, licensed or certified, and reasonably competent in their respective trades or professions, consistent with paragraph 6. CONSULTANT shall be responsible for payment of all taxes, fees, contributions, or other charges in any way applicable to CONSULTANT, which are specifically, solely and directly attributable to the SERVICES.

23. REPORTS, RECORDS AND AUDITS

CONSULTANT, when directed, shall provide written reports with respect to the SERVICES rendered hereunder to the Director of the Community Planning and Development Department of TRIBE.

CONSULTANT shall maintain all costs, expense, payroll and related and financial records and accounts pertaining to SERVICES performed by CONSULTANT under this Agreement for a period of three (3) years after final payment under this Agreement or until final conclusion of any litigation or administration proceeding arising under or materially concerning this Agreement, the SERVICES, or PROPERTY.

TRIBE shall have access to and the right to audit, copy and inspect such records at all mutually agreeable times during the course of the SERVICES and for the period during which records are maintained.

24. ACCESS TO PREMISES

CONSULTANT shall not have the authority to access the TRIBE'S PROPERTY without express written consent by the TRIBE'S contact person listed in paragraph 13 of this Agreement during the period

of performance.

25. INSPECTION

The SERVICES performed by CONSULTANT shall be subject to the TRIBE'S inspection and approval. CONSULTANT shall control and be fully responsible for the details, manner and method of performing the SERVICES. TRIBE shall have access at all times to the areas where SERVICES are being performed. Inspection or lack of inspection by TRIBE shall not be deemed approval or be construed to be a waiver of TRIBE'S rights under this Agreement.

26. STRICT LOYALTY

CONSULTANT shall avoid all circumstances and actions, which reasonably would place CONSULTANT in a position of divided loyalty with respect to its obligations under this Agreement.

27. TITLE TO INFORMATION AND EQUIPMENT

All information developed under this Agreement, of whatever type relating to the work performed under this Agreement, shall be the exclusive property of TRIBE. All machines, instruments and products purchased, manufactured or assembled by CONSULTANT pursuant to this Agreement and paid for by TRIBE shall be the exclusive property of TRIBE. Upon termination of this Agreement, CONSULTANT shall dispose of such items as directed by TRIBE in writing.

Upon receipt of termination or expiration of this Agreement, the CONSULTANT shall deliver all originals of records, data, information and other documents thereof to TRIBE and such originals and all copies thereof shall remain the property of TRIBE.

28. INDEMNIFICATION / HOLD HARMLESS

CONSULTANT hereby agrees to indemnify and hold harmless TRIBE from and against: (1) any claims and or liabilities arising from any material breach or default in the performance of CONSULTANT'S obligations under the terms and conditions of this Agreement or to the extent arising from any negligence or intentional acts of CONSULTANT or its agents, Consultants, employees and invitees; and (2) all costs, reasonable attorneys' fees, expenses and liabilities incurred in the defense of any such claim, action or proceeding brought herein, except in the event such claims or liabilities are the result of negligence of the TRIBE, its contractor, employees, or consultants other than the CONSULTANT. In the event an action or proceeding is brought against TRIBE by reason of any such claim, CONSULTANT, upon notice from TRIBE, shall defend the same at CONSULTANT'S expense by counsel satisfactory to TRIBE.

TRIBE agrees that CONSULTANT'S indemnification obligation pursuant to this paragraph shall not exceed \$2,000,000.00 unless CONSULTANT agrees to a greater amount in writing.

CONSULTANT, with regard to environmental liabilities, shall be liable to the extent such liabilities are due to the negligence or intentional acts of CONSULTANT and/or its sub-consultant (s).

Neither party shall be liable to the other in contract, tort, (including negligence and breach of statutory duty) or otherwise for loss of profit (whether direct or indirect) or for any indirect, consequential, punitive or special loss or damage, including without limitation loss of profits, revenue, business, or anticipated savings (even when advised of their possibility).

29. INSURANCE (Exhibit B)

The CONSULTANT shall procure and maintain for the duration of the contract the following required insurance, with insurers' financially acceptable and lawfully authorized to do business in the states

where the TRIBE conducts operations. Such coverage shall protect Professional against claims arising from sickness, disease, death or injury to persons, and/or physical damage to tangible property, including loss of use, which may arise from services performed by or on behalf of the Professional, his agents or representatives.

Minimum Scope of Insurance

CONSULTANT's insurance coverage shall include the following minimum limits and coverage. The CONSULTANT is responsible for assuring that each subcontractor also carries the required minimum insurance coverage and continues such coverage in full force and effect for the duration of this Agreement. CONSULTANT shall obtain Certificates of insurance from each subcontractor prior to the subcontractor commencing work, and subject to review of TRIBE, if required:

1. Commercial General Liability insurance on an occurrence coverage form, at least as broad as the *Insurance Services Office Commercial General Liability Policy form CG 0001* ©, current edition. Other than standard exclusions applicable to pollution, asbestos, mold, employment practices, ERISA and professional liability, there shall be no additional limitations or exclusions beyond those contained in the above referenced policy form, including but not limited to additional limitations or exclusions applicable to products and completed operations and contractual liability.
2. Automobile Liability insurance covering liability arising from the use or operation of any auto, including those owned, hired or otherwise operated or used by or on behalf of the Professional. The coverage shall be at least as broad as the *Insurance Services Office Business Automobile Policy form CA 0001* ©, current edition.
3. Workers' Compensation and Employer's Liability insurance as is required by statute or law, or as may be available on a voluntary basis.
4. Professional Liability insurance covering wrongful acts made by or on behalf of the Professional. Claims-made coverage is permitted, provided the policy retroactive date is continuously maintained prior to the commencement of professional services rendered to the Tribe, plus an additional period of three years after such services have been rendered to the Tribe. If the Professional's scope of work includes environmental engineering or consulting, the coverage required hereunder must not exclude coverage for environmental (professional) services.

Consultant Minimum Limits of Insurance

CONSULTANT shall maintain the following minimum limits of insurance (unless higher limits required by law or statute):

1. Commercial General Liability (including umbrella or excess liability): \$1,000,000 per occurrence, bodily injury and property damage liability; \$1,000,000 per offense, personal and advertising injury liability; \$1,000,000 products and completed operations policy aggregate and \$2,000,000 policy general aggregate applicable to lines other than products and completed operations.
2. Automobile Liability: \$1,000,000.00 each person for bodily injury, \$1,000,000 each accident and \$1,000,000 property damage each accident.
3. Employer's Liability: \$1,000,000 per accident for bodily injury by accident or disease, including \$1,000,000 disease aggregate.
4. Professional Liability: \$2,000,000 each wrongful act, \$4,000,000 policy aggregate. If Professional's contract with the Tribe exceeds \$1,000,000, for each wrongful act limits shall apply separately to the Tribe's project.

Deductibles and Self-insured Retentions

The funding of deductibles and self-insured retentions maintained by Professional shall be the sole responsibility of Professional. Self-insured retentions in excess of \$50,000 must be declared to the Tribe.

Other Insurance Provisions

The required insurance shall contain the following additional provisions:

1. **ADDITIONAL INSURED** – The Tribe must be included as an additional insured by policy endorsement under Professional’s Commercial General Liability policy as respects liability arising from work or operations performed by or on behalf of the Professional.
2. **WAIVERS OF SUBROGATION** – Professional agrees to waive all rights by policy endorsement of subrogation against the Tribe as respects loss, damage, claims, suits or demands, howsoever caused:
 - a. To property, equipment, vehicles, laptops, cell phones, etc. owned, leased or used by the Professional or the Professional’s employees, agents or subconsultants; and
 - b. To the extent such loss, damage, claims, suits or demands are covered, or should be covered, by the required or any other insurance (except professional liability to which this requirement does not apply) maintained by the Professional. This waiver shall apply to all first party property, equipment, vehicle and workers compensation claims, and all third party liability claims, including deductibles or retentions which may be applicable thereto. If necessary, the Professional agrees to endorse the required insurance policies to acknowledge the required waivers of subrogation in favor of the Tribe. Professional further agrees to hold harmless and indemnify the Tribe for any loss or expense incurred as a result of Professional’s failure to obtain such waivers of subrogation from Professional’s insurers.
3. **NOTICE OF CANCELLATION** - Each insurance policy shall be endorsed to require Insurer(s) to provide ten (10) days' written notice to the Tribe by certified mail, return receipt requested, prior to any suspension, cancellation or non-renewal of the required insurance.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of not less than A- VII, unless otherwise approved by the Tribe.

Verification of Coverage

CONSULTANT shall furnish the TRIBE with a certificate of insurance evidencing the required coverage prior to the delivery of services to the TRIBE. The certificates are to be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Renewal certificates are to be provided to the TRIBE prior to the expiration of the required insurance policies. As an alternative to a certificate of insurance, CONSULTANT’s broker or insurer may provide complete, certified copies of all required insurance policies, including endorsements necessary to affect coverage required by these specifications.

If any of the required liability insurance is on a “claims made” basis, “tail” coverage will be required at the completion of this contract for a duration of 24 months, or the maximum time period reasonably available in the marketplace. Contractor shall furnish certification of “tail” coverage as described or continuous “claims made” liability coverage for 24 months following Contract completion. Continuous “claims made” coverage will be acceptable in lieu of “tail” coverage, provided its retroactive date is on or before the effective date of this Contract. If Continuous “claims

made” coverage is used, Contractor shall be required to keep the coverage in effect for a duration of not less than 24 months from the end of the Contract. This will be a condition of the final acceptance of work or services.

Subconsultant Minimum Limits of Insurance

The CONSULTANT is responsible for assuring that each subcontractor or subconsultant also carries the following required minimum insurance coverage prior to commencing work, and continues such coverage in full force and effect for the duration of any contractual Agreement.

Comprehensive General Liability – 1,000,000 per occurrence/2,000,000 in the aggregate

General Liability: Per Occurrence, Bodily Injury and Property Damage Liability: 1,000,000

Aggregate Per Offense, Personal and Advertising Injury Liability:
1,000,000

Products and Completed Operations Policy Aggregate: 1,000,000

General Aggregate Applicable to Claims Other Than Products and Completed Operations:
2,000,000

The Comprehensive General Liability policy, by policy endorsements shall:

- Name the Tribe as an additional insured
- Include a Waiver of Subrogation Endorsement to the Tribe, in favor of the Tribe.

Automobile Liability – 1,000,000 Combined Bodily Injury and Property Damage Liability Per Accident for Bodily Injury and Property Damage

Worker’s Compensation – insurance as statutorily required.

Professional Liability – 1,000,000 Each Wrongful Act, required only if sub-consultant’s scope of services includes architectural, engineering, professional consulting or construction management. Such policy shall cover wrongful acts made by or on behalf of the sub-consultant. Claims-made coverage is permitted, provided the policy retroactive date is continuously maintained prior to the commencement of professional services rendered to the Tribe, plus an additional period of three years after such services have been rendered to the Tribe.

30. ADDITIONAL TERMS AND CONDITIONS

The parties to this Agreement shall make a good faith effort to settle disputes arising under the Agreement or the breach thereof; however, in the event such disputes cannot be settled by the parties’ good faith efforts, the following procedure shall apply:

Any controversy or claim arising out of or relating to this contract, or the breach thereof shall be subject to mediation which may be initiated by either party upon ten (10) days written notice to the other party. All mediation proceedings shall be held at the Administrative Offices of the Seminole Tribe of Florida within the confines of Broward County in the State of Florida. Selection of Mediator shall be subject to mutual agreement of the parties. In the alternative, the Mediator shall be selected by a neutral third party. The parties and the Mediator shall maintain strict confidentiality with respect to any mediation proceeding. Nothing that transpires during the mediation proceeding is intended in any way to affect the rights or prejudice the position of any of the parties to the dispute in any later litigation or proceeding. The Mediator is authorized to end the mediation whenever further efforts at mediation would not contribute to a solution of the dispute between the parties. A written report of the mediation process will not be prepared by the Mediator. There shall be no record, electronic or otherwise, of the mediation proceeding. Mediator’s fee or time

charge rate will be established at the time of selection or appointment. The expenses of witnesses for either side shall be paid by the party providing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the Mediator, and the expenses of any witness, or the cost of any proofs or expert advice produced at the direct request of the Mediator, shall be shared equally by the parties unless they agree otherwise. Neither party shall institute litigation while the mediation proceeding is pending; however, a party may withdraw at any time from the mediation proceeding. Any written settlement agreement of the parties that emerges from mediation shall be final and binding once fully executed, and the contents of which shall be maintained in strict confidentiality. The mediation proceeding shall be deemed terminated if, and when: (a) the parties have not executed a written settlement agreement within forty-five (45) days following conclusion of the mediation formal meeting (which deadline may be extended by mutual agreement), or (b) either party serves on the other party and on the Mediator a written notice of withdrawal from the proceeding. The Mediator shall apply all applicable laws in conducting the mediation proceedings, and in assessing the respective positions of each party to the mediation in an effort to bring about a voluntary resolution of the dispute. Nothing contained herein is intended to constitute consent on the part of the TRIBE or the CONSULTANT to participate in any legal proceeding regarding any claim, controversy or dispute arising out of relating to this agreement or to any alleged breach thereof and nothing contained herein shall be construed as consent on the part of either TRIBE or CONSULTANT to submit to the jurisdiction of any tribunal for that purpose.

31. ENTIRE AGREEMENT AND WAIVER

This Agreement contains the entire agreement of the Parties and supersedes all prior understandings and agreements, whether oral or in writing, regarding the subject matter of this Agreement. No representations, warranties, covenants, or conditions expressed or implied, whether by statute or otherwise, other than as set forth herein have been made by any party hereto. No waiver of any term, provision, or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or shall constitute a continuing waiver, and no waiver shall be binding unless executed in writing by the party making the waiver and accepted and agreed to by both parties.

32. ATTACHMENTS AND EXHIBITS

Exhibit A – Rate Sheet
Exhibit B – Insurance

All exhibits and attachments referred to in this Agreement are deemed incorporated in this Agreement, whether or not actually attached.

33. FURTHER ACTS.

Each Party agrees to perform any further acts and to execute, acknowledge and deliver any documents which may be reasonably necessary to carry out the provisions of this Agreement.

34. COMPLIANCE RESPONSIBILITY.

Any applicable laws, regulations, or the requirements of any federal or state grant or contract, or pass-through agreement through which funds are provided for this Agreement are incorporated herein by reference as if fully stated herein, which may include but not be limited to, procurement, receipt, and payment for goods and services policies and procedures, and other certifications and assurances. The CONSULTANT by entering into this agreement acknowledges that it has familiarized itself with all such laws, regulations or other requirements, and fully understands its responsibility to comply with the same, and to require that any of its subconsultants, material suppliers, or other sub-recipients comply with the same. CONSULTANT further acknowledges that the Tribe may have responsibility to ensure that the

CONSULTANT complies with such laws, regulations, or other requirements, by monitoring its compliance through review of the CONSULTANT'S records related to this Agreement, and which CONSULTANT agrees to provide upon request of the Tribe.

35. VENUE

The venue for any litigation brought under this agreement shall be in Broward County, Florida.

36. ATTORNEYS' FEES

The prevailing party in any litigation brought under this Service Agreement shall be entitled to reimbursement from the other of all reasonable costs incurred in connection therewith, including attorneys' fees, all pre-trial, appellate, post-judgment, bankruptcy and other proceedings. The right to recover attorneys' fees shall also include any attorneys' fees incurred in establishing the amount of such fees.

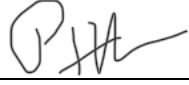
37. WAIVER OF JURY TRIAL


EACH OF THE UNDERSIGNED HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BETWEEN OR AMONG THEM, INCLUDING, BUT NOT LIMITED TO, ANY AND ALL CAUSE OR CAUSES OF ACTION, DEFENSES, COUNTERCLAIMS, CROSSCLAIMS, THIRD PARTY CLAIMS AND INTERVENOR'S CLAIMS, REGARDLESS OF THE CAUSE OR CAUSES OF ACTION, DEFENSES OR COUNTERCLAIMS ALLEGED OR THE RELIEF SOUGHT BY ANY PARTY, ALL TO THE EXTENT BASED ON OR ARISING OUT OF OR IN CONNECTION WITH THIS SERVICE AGREEMENT.

END OF TEXT. SIGNATURES APPEAR ON NEXT PAGE

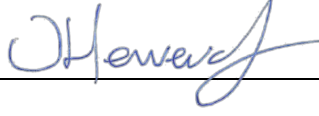
IN WITNESS WHEREOF, the parties hereto have executed this Agreement at Hollywood Seminole Indian Reservation, Broward County, Florida.

TRIBE:
SEMINOLE TRIBE OF FLORIDA

By: 
Name: Peter Hahn
Title: Treasurer
Date: 10/28/2022

By: 
Name: Derek Koger, MPA
Title: Executive Director of Tribal
Community Development
Date: 10/27/2022

CONTRACTOR:
THE ENGINEERING COMPANY, LLC

By: 
Name: Omar Herrera
Title: Principal
Date: 10/25/22

Date: September 15, 2022

Hector Garcia-Ochoa Rojas

Transportation Civil Engineer, Public Works Department

Seminole Tribe of Florida

5700 Griffin Road, Davie, FL 33134

Subject: Rate Sheet for the STOF General Services Agreement for Transportation

The Engineering Company, LLC is hereby presenting the Rate Sheet for the subject contract.

Role	Hourly Rate (\$)
Principal	200
Senior Project Manager	180
Project Manager	160
Senior Engineer	180
Project Engineer	140
Senior Staff Professional	160
Staff Professional / Support	120
Engineering Technician / CAD Drafter	80
Senior System Operator	160
System Operator	120
Senior Inspector	140
Inspector	100
GIS Specialist	130
GIS Technician	80
Database Administrator / Data Review	100
Video Editor	150

Let me know if you have any questions.

Sincerely,



OMAR HERRERA, PE

PRINCIPAL

THE ENGINEERING COMPANY, LLC

2875 NE 191 Street, Suite 602, Aventura, FL 33180



**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:	Samuel Zamacona, Public Works Director
VIA:	Mario A. Diaz, City Manager
DATE:	February 18, 2025

RE: Resolution No. R2025-18 Approving Task Order for Chen Moore and Associates for Engineering Services for Design of Traffic Calming Projects (Samuel Zamacona, Public Works Director)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY

IMPACT:

ATTACHMENTS:

Description

- Agenda Memo_Chen & Moore
- Resolution_Chen & Moore
- Exhibit A_Chen & moore



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

MEMORANDUM

TO: The Honorable Mayor and Commission
FROM: Samuel Zamacona E.I., Public Works Director
VIA: Mario Diaz, City Manager
Shereece George, Chief Procurement Officer
DATE: November 25, 2024
RE: Resolution No. R2024-xx to Approve a Task Order for Engineering Services for Design of Traffic Calming Projects

On July 21, 2020, the City Commission approved Resolution R2020-62 for RFQ 19-082-MC “Continuing Services Agreement for Architectural/Engineering, Landscape Architect and Surveying Services.” Subsequently, the City executed agreements with the ranked firms that met the qualifications and provided firm pricing under the solicitation specifications – including an agreement with Chen Moore and Associates (“Chen Moore”) on December 21, 2020, for a term of three (3) years, with two, one (1) year options to renew (“Continuing Services Agreement”). The second renewal year has been executed through December 21, 2025.

On September 2024, the City Commission approved the FY25 Budget which included approximately \$3,250,315 Citywide Traffic Calming projects. Staff requests approval of task orders to Chen Moore & Associates for \$598,640 for the Design of seven traffic calming projects.

The traffic calming projects support the city’s strategic plan for safe streets by reducing speeding and accidents. These projects were identified through various means: resident complaints, Police Department observations and traffic studies. During the FY25 budget process, Staff and Commission reviewed areas to make improvements equitably throughout the City.

After the projects were identified, traffic calming studies were performed. (See attached Traffic Calming Studies). The results of these studies considered accidents, vehicular traffic counts and average vehicle speeds and produced recommended traffic calming devices for each project. Each proposed traffic calming measure must then be designed by a Professional Transportation Engineer registered in the State of Florida. After the design is completed, the permitting of each design follows. After permits are obtained, construction procurement begins to award the construction project to a licensed and insured contractor.

The funding availability and timeframe of the traffic calming complaint requests determines the priority and multi-year process of the traffic calming projects. See [Traffic Calming Log](#) below. Please see [Existing Traffic Calming Installations](#) below.

Please reference project details below requested for design approval this fiscal year are:

Requisition # 517: (\$67,540.00 for Design) – Pan Uleta – 651 NE 168th Streets

- **Project Name:** Traffic Calming – Pan Uleta 651st NE 168th Streets
- **CIP Project No.:** NMB-F24-013
- **Scope of Work:** Design of Mini Roundabout
- **Budget (Design):** \$220,000 (LOGT, Approved in FY25 CIP Budget)
- **Benefit:** Reduce Speeding + Accident Occurrence
- **Background:** Study completed in FY24; Design approved FY25 CIP Budget. Construction FY26
- **Schedule:** Planning & Design 08/01/24 – 5/28/25, Bidding 06/03/25-09/03/25 and Construction 10/01/25-05/01/26 (pending approval of FY26 Budget).



Requisition # 412: (\$69,675 for Design) – Western Eastern Shores – NE 163rd-165th St & 26th Ave

- **Project Name:** Traffic Calming - NE 165 ST and NE 26 AVE
- **CIP Project No.:** NMB-FY24-015
- **Scope of Work:**
 - Installation of a high visibility- raised mid-block crosswalk near the NE 26th Ave. and NE 165th Street intersection
 - Electronic speed feedback signs (ESFS) north of NE 165th St and north of NE 163rd Streets. Install 25 MPH Speed Signs.
 - Sidewalk along the west side of the section of 26th Ave from 165th Street to 163rd Street.
- **Budget (Design + Construction):** \$179,675 (CITT + LOGT, Approved in FY25 CIP Budget)
- **Benefit:** Reduce Speeding + Accident Occurrence + Pedestrian Safety
- **Background:** Study completed in FY24, Design and Construction approved FY25 CIP Budget.
- **Schedule:** Planning & Design 08/01/24 – 2/28/25, Bidding 03/03/25-07/03/25 and Construction 07/09/25-12/30/25. Electronic speed feedbacks signs pending FY26 approved budget.



Requisition # 409: (\$61,600 for Design) – Sunray West – NE 180th St & 12th Ave

- **Project Name:** Traffic Calming - NE 180 ST and NE 12 AVE
- **CIP Project No.:** NMB-FY24-NMB-008-TRAFFIC
- **Scope of Work:** Installation of speed humps on 180th Street and signage
- **Budget (Design + Construction):** \$111,600 (CITT, Approved in FY25 CIP Budget)
- **Benefit:** Reduce Speeding + Accident Occurrence
- **Background:** Study completed in FY24, Design and Construction approved FY25 CIP Budget.
- **Schedule:** Planning & Design 08/01/24 – 2/28/25, Bidding 03/03/25-07/03/25 and Construction 07/09/25-12/30/25.



Requisition # 635: (\$51,620 for Design) – Carl Byoir – NE 160-163 St & NE 9 Ct

- **Project Name:** Traffic Calming - NE 9 CT between 160 Ter-163 ST
- **CIP Project No.:** NMB-FY24-NMB-009-TRAFFIC
- **Scope of Work:** Installation of speed hump between NE 160th terrace and NE 163rd st. A crosswalk at the intersection of NE 160th Terrace with NE 9th Court.
- **Budget (Design):** \$74,040 (CITT, Approved in FY25 CIP Budget)
- **Benefit:** Reduce Speeding + Accident Occurrence
- **Background:** Study completed in FY24, Design approved FY25 CIP Budget.
- **Schedule:** Planning & Design 08/01/24 – 4/28/25, Bidding 05/01/25-08/01/25 and Construction 10/01/25-02/28/26 (pending FY26 approved budget).



Requisition # 636: (\$150,165 for Design) – Oakgrove – NE 13th Avenue Raised Intersections

- **Project Name:** Traffic Calming - NE 13th Avenue Raised Intersections
- **CIP Project No.:** NMB-FY24-NMB-005-TRAFFIC
- **Scope of Work:** Raised intersections at NE 153 St, NE 155 St & 157 St. Install 25 MPH Speed Signs
- **Budget (Design + Construction):** \$900,000 (CITT, Approved in FY25 CIP Budget)
- **Benefit:** Reduce Speeding + Accident Occurrence
- **Background:** Study completed in FY24, Design and Construction approved FY25 CIP Budget.
- **Schedule:** Planning & Design 08/01/24 – 4/1/25, Bidding 04/30/25-07/01/25 and Construction 08/01/25- 03/01/26.



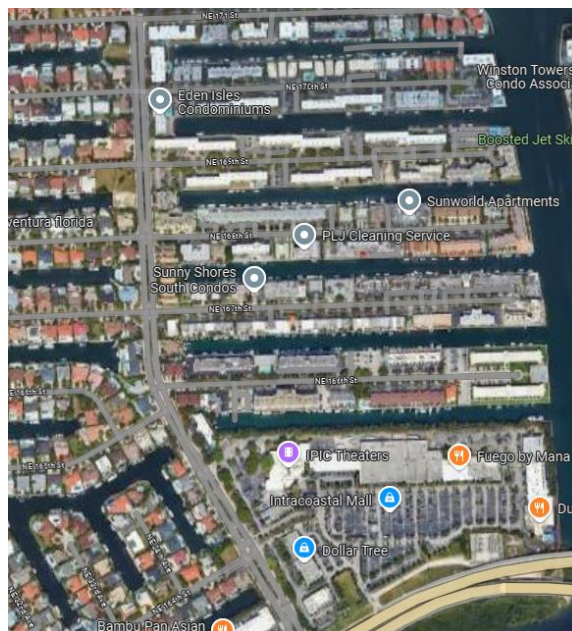
Requisition # 711: (\$69,855 for Design) – Uleta – NE 2nd Avenue

- **Project Name:** Traffic Calming - NE 2nd Ave (2024)
- **CIP Project No.:** NMB-FY24-NMB-004-TRAFFIC
- **Scope of Work:** Raised intersections at NE 171st and NE 2nd Ave with crosswalk
- **Budget (Design):** \$70,000 (CITT, Approved in FY25 CIP Budget)
- **Benefit:** Reduce Speeding + Accident Occurrence
- **Background:** Design approved FY25 CIP Budget.
- **Schedule:** Planning & Design 08/01/24 – 8/1/25, Bidding 09/30/25-11/01/25 and Construction 01/10/26- 06/01/26.



**Requisition # 930: (\$128,185 for Design) - Eastern Shores Neighborhood Traffic Calming (FY25)
35th Ave from 168th St. to 171st St. and connecting side streets**

- **Project Name:** Eastern Shores Neighborhood Traffic Calming (FY25)
- **CIP Project No.:** NMB-FY24-279
- **Scope of Work:** Design of Two Raised Intersections at NE 35th Ave. and NE 168th St intersection and NE 35th Ave. and NE 170th St intersection;
Design of Two Raised crosswalks on NE 168th St. and NE 170th St;
Design of Two Speed humps on NE 169th St. and NE 171st St. These will be done along with other related traffic calming measures and devices
- **Budget (Design):** \$128,185 (CITT, Approved in FY25 CIP Budget)
- **Benefit:** Reduce Speeding + Accident Occurrence
- **Background:** Design will be done in FY25 budget.
- **Schedule:** Design 01/20/25 – 8/30/25.



EXISTING TRAFFIC CALMING INSTALLATIONS

<u>Uleta</u>	
• 16900 NE 4 Ave	Speed Bump
• 386 NE 169 ST	Speed Bump
<u>Pan Uleta</u>	
• NE 170 ST & NE 6 CT	Traffic Circle
• 650 NE 168 ST	Speed Bump
• 620 NE 169 ST	Speed Bump
<u>South Glades Bike Path</u>	
• 18140 S GLADES DR.	Speed Bump
• NE 180 TER & S GLADES DR.	Traffic Circle
• NE 179 ST & S GLADES OR.	Speed Bump
• NE 177 TER & S GLADES DR	Speed Bump
<u>Sky Lake</u>	
• 18951 NE 20 AVE.	Speed Bump
• 19070 NE 20 CT	Speed Bump
• 18950 NE 20 CT	Speed Bump
• NE 188 TER. & NE 20 CT	Traffic Circle
• NE 187 ST. & NE 21 AVE	Traffic Circle
<u>Highland Village</u>	
• 13674 HIGHLAND OR.	Speed Bump
• 13621 HIGHLAND DR.	Speed Bump
• 2170 NE 135 TER.	Speed Bump

Traffic Calming Log (Next Page)

Row Labels	Sum of FY25	Sum of all Fund Sources FY25:	Sum of LOGT Fund \$	Sum of CITT Fund \$	Sum of SS4A\$	Sum of ARPA Fund \$ Sum of CRA\$	Sum of FY26	Sum of FY27	Sum of FY28	Sum of FY29
Yes	\$ 905,315.00	\$ 905,315.00	\$ 384,128.00	\$ 341,512.00	\$ 179,675.00	\$ 6,297,432.00	\$ 175,000.00	\$ 6,480,000.00	\$ 21,369,180.00	\$ 175,000.00
CITT										
Traffic Calming - NE 160-163 ST & NE 9 CT (2025)	\$ 255,640.00	\$ 255,640.00	\$ -	\$ 255,640.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Traffic Calming - NE 180 & NE 12 AVE (2024)	\$ 74,040.00	\$ 74,040.00	\$ -	\$ 74,040.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Traffic Calming - NE 2 AVE (2024)	\$ 111,600.00	\$ 111,600.00	\$ -	\$ 111,600.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CRA										
163rd Street Redesign (Bike Path, Street Safety, Traffic Congestion)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
LOGT										
Traffic Calming - NE 168 ST & NE 20 AVE (2025)	\$ 250,000.00	\$ 250,000.00	\$ 250,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SS4A										
Traffic Calming - NE 163-165 St & NE 26 Ave (2024)	\$ 179,675.00	\$ 179,675.00	\$ -	\$ 179,675.00	\$ 179,675.00	\$ -	\$ -	\$ -	\$ -	\$ -
TBD										
Traffic Calming - Highland Village	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Traffic Calming - NE 135 ST & NE 22 -25 Ave, Highland Village (2024)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Traffic Calming - NE 153 St - 1575st & NE 13 AVE (2024)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Traffic Calming - NE 155 ST & NE 12 AVE (2018)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Traffic Calming - NE 157 TERR - 161 ST & NE 18 AVE (2024)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Traffic Calming - NE 157th Terr & 18th Ave (2024)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Traffic Calming - NE 159 St & 13 Ave/Miami Dr	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Traffic Calming - NE 15th Ave Crosswalk (2024)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Traffic Calming - NE 168th - 171st & 21st Ave (2024)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Traffic Calming - NE 170-171 ST & NE 14-15 AVE (2024)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Traffic Calming - NE 171 ST & NE 20 AVE (2025)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Traffic Calming - NE 171 ST & NE 7 AVE (2025)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Traffic Calming - NE 175 ST & NE 5 AVE (2023)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CITT-LOGT										
Traffic Calming - Pan Uleta-651 NE 168th St (2024)	\$ 220,000.00	\$ 220,000.00	\$ 134,128.00	\$ 85,872.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
(blank)	\$ 220,000.00	\$ 220,000.00	\$ 134,128.00	\$ 85,872.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CITT										
Traffic Calming - Roadway Resurfacing (2024)	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
(blank)	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ARPA-CITT-LOGT										
City Wide Restriping and resurfacing	\$ 524,200.00	\$ 524,200.00	\$ 195,000.00	\$ 69,200.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CITT-LOGT										
Traffic Engineering Services	\$ 45,000.00	\$ 45,000.00	\$ 40,000.00	\$ 5,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CRA-SS4A										
Sidewalk and ADA Upgrades	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Grand Total	\$ 1,724,515.00	\$ 1,724,515.00	\$ 619,128.00	\$ 565,712.00	\$ 238,175.00	\$ 41,500.00	\$ 260,000.00	\$ 6,697,432.00	\$ 21,869,180.00	\$ 260,000.00

RESOLUTION NO. R2025--

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING MULTIPLE TASK ORDERS FOR PROFESSIONAL ENGINEERING SERVICES FOR THE STUDY & DESIGN OF TRAFFIC CALMING PROJECTS IN AN ESTIMATED AMOUNT OF \$598,640.00, WITH CHEN MOORE AND ASSOCIATES UNDER THE “CONTINUING SERVICES AGREEMENT” FOR PROFESSIONAL CONSULTING SERVICES; AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; AND SUBJECT TO THE BUDGET APPROPRIATION AND AVAILABILITY OF FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, on July 21, 2020, the City Commission approved Resolution R2020-62 for RFQ 19-082-MC “Continuing Services Agreement for Architectural/Engineering, Landscape Architect and Surveying Services.” Subsequently, the City executed agreements with the ranked firms that met the qualifications and provided firm pricing under the solicitation specifications – including an agreement with Chen Moore and Associates (“Chen Moore”) on December 21, 2020, for a term of three (3) years, with two, one (1) year options to renew (“Continuing Services Agreement”). The second renewal year has been executed through December 21, 2025; and

WHEREAS, the Public Works Department is requesting professional engineering services for study and design of Traffic Calming project via multiple Task Orders with Chen Moore in an estimated amount of \$598,640.00, utilizing CITT and CIP approved budgeted expenditure; and

WHEREAS, Section 3-3.14 of the Code of Ordinances City of North Miami Beach, Florida, 2008 (“Code”) provides that contracts more than fifty thousand dollars (\$50,000.00) shall be awarded by the City Commission; and

WHEREAS, the City Manager and the Chief Procurement Officer recommend that the City Commission approve and authorize the City Manager or designee to approve multiple Task Orders with Chen Moore in the amount of \$598,640.00 for Traffic Calming projects; and

WHEREAS, the Mayor and City Commission believe it is in the best interests of the City to authorize the City Manager or designee to approve multiple Task Orders with Chen Moore and Associates and execute purchase orders in the budgeted amount of \$598,640.00 for Traffic Calming projects.

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

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

Section 2. The Task Orders with Chen Moore and Associates in the amount of \$598,640.00 for the Traffic Calming projects, in substantially the form attached as Exhibit “A,” is approved and the City Manager or designee is authorized to issue purchase orders and execute the Task Orders on behalf of the City.

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

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

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

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

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

[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 **18th day of February 2025**.

ATTEST:

ANDRISE BERNARD, MMC
CITY CLERK

MICHAEL JOSEPH
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.

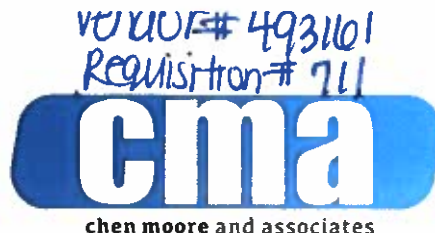
By: _____
CITY ATTORNEYS

Sponsored by: Mayor & Commission

RESOLUTION NO. R2025

EXHIBIT A

3150 SW 38th Avenue, Suite 950
Miami, FL 33146
Office: +1 (786) 497-1500



November 3, 2022 (Revised 11/22/2024)

SENT VIA E-MAIL (samuel.zamacona@citynmb.com)

Mr. Samuel Zamacona
City of North Miami Beach – Public Works
17050 NE 19th Avenue
North Miami Beach, FL 33162

**Subject: City of North Miami Beach – NE 2nd Ave & 171st St Raised Intersection
Agreement No.19-082-MC
CMA Proposal No. 22-0083.P0001-014**

Dear Mr. Zamacona:

Chen Moore and Associates (CMA) is pleased to submit the attached Agreement for Professional Services and Scope of Services to assist your team with the civil engineering services for the above-referenced project.

PROJECT INTRODUCTION

It is CMA's understanding that the City of North Miami Beach (NMB) has received complaints of speeding motorists along NE 2nd Avenue between NE 167th Street and NE 171st Street from area residents. A subsequent traffic study was performed by CALTRAN Engineering Group, Inc (CALTRAN) for this area which resulted in the recommendation to install a raised intersection at NE 171st Street as a means of traffic calming along the corridor. Given this, NMB now wants to proceed with the recommended installation of the raised intersection and speed hump to improve pedestrian safety in this area and address residents' concerns.

CMA shall provide the civil engineering, geotechnical engineering, and topographic surveying to design, permit, and periodically observe the construction of these improvements per the request of NMB. Note that this work is anticipated to conform with the allowable traffic calming measures listed in the Intergovernmental Agency Agreement to Perform Traffic Engineering Functions between NMB and Miami-Dade County Department of Transportation and Public Works (DTPW).

PROJECT STAFFING

Our staff and team are ready and prepared to work on this project. Chen Moore staff project roles shall be as follows:

Principal – Peter Moore, P.E. – President and CEO
Project Director – Gregory Mendez, P.E.
Project Manager – G. Ben Lehr, P.E.
Project Engineer – Madeline Batey, P.E.
Designer – Joseph Hall
Construction Specialist – Robert Guttman

Subconsultants:

- Longitude Surveyors – Topographic Survey
- PanGeo Consultants – Geotechnical Exploration

SCOPE OF SERVICES

The scope of services our firm shall provide as per our recent discussions is as follows:

Task 1 – Site Reconnaissance and Data Gathering

- Consultant shall obtain a Sunshine One Call of Florida design ticket to identify existing utilities within the project area.
- Consultant shall coordinate with utilities identified in the design ticket to obtain as-built plans, GIS maps, and/or other available information for existing utilities in the project area.
- Consultant shall perform a site visit to observe existing conditions of the project area.
- Through our subconsultant, we shall perform geotechnical exploration including:
 - One boring to a depth of 15-ft with Standard Penetration Tests (SPTs).
 - One percolation test conforming to the standards of the South Florida Water Management District (SFWMD).
 - Generation of a report summarizing findings and providing recommendations for pavement sections.
- Through our subconsultant, we shall complete a topographic survey of the project area with the following scope:
 - Limits including the ROWs in and adjacent to NE 2nd Ave at the intersection with NE 171st Street and extending approximately 200-LF in each direction away from the intersection.
 - Identification of boundary information (ROW lines, centerlines, easements, etc.).
 - Topographic information shall include:
 - Identification of all above ground features including but not limited to curbs, roads, driveways (including material), manholes, inlets, pullboxes, striping, poles, sidewalks, lights, signs, valves, building walls, trees, vegetation, and above ground utilities.
 - Labeling of all house numbers/folios/easements/dedications.
 - Spot elevations in NGVD 29 datum at a maximum 25-foot grid with additional elevations to identify all grade changes and features of interest. Spot elevations along roads shall identify inverted crown of road, edge of pavement, back of curb, driveway at ROW line, toe of slope, top of bank, etc.
 - Rim elevations, invert elevation, invert direction, invert material, invert diameter, and bottom of structure elevations for all sanitary sewer and stormwater manholes and inlets.
 - Existing roadway striping and street signs type labels.
 - Area extending 10-ft beyond the ROW where feasible.
- Consultant shall review survey, as-builts from local utilities and field verify locations as site accessibility permits.

Task 2 – Construction Documents

50% Design

- Consultant shall attend up to two (2) meetings with the Client; additional meetings beyond this number shall be performed on an hourly basis at the written direction of the Client.
- Consultant shall develop roadway and sidewalk layouts for the proposed raised intersection following local practices and requirements.
- Consultant shall analyze impacts of the improvements to the existing drainage system and propose modifications/improvements as required.
- Consultant shall prepare 50% Construction Document level plans which are anticipated to include existing conditions and demolition, paving and grading, drainage, and signage and marking plans with associated cross-sections for the purpose of Client review.
- Consultant shall generate an Engineer's Opinion of Probable Construction Cost for the proposed improvements upon request.

100% Design

- Consultant shall attend up to two (2) meetings with the Client; additional meetings beyond this number shall be performed on an hourly basis at the written direction of the Client.
- Consultant shall review and implement comments received on 50% Construction Documents design submittal.
- Consultant shall develop stormwater management calculations (water quality, water quantity, and attenuation) and reports as required.
- Consultant shall prepare 100% Construction Document level plans which are anticipated to include existing conditions and demolition, paving and grading, drainage, signage and marking, and stormwater pollution prevention plans with associated notes and details for the purpose of project permitting and construction.
- Consultant shall finalize the Engineer's Opinion of Probable Construction Cost for the proposed improvements based on the final design upon request.

Task 3 – Government Permitting Assistance

- Upon Client authorization, Consultant shall attend permit pre-application meetings with the following agencies:
 - Miami-Dade County Regulatory and Economic Resources Department of Environmental Resources Management (RER-DERM)
- Consultant shall prepare and submit permit applications related to civil engineering. The agencies having jurisdiction (AHJ) of requiring government permitting are anticipated to be:
 - City of North Miami Beach Public Works
 - RER-DERM Water Control Section
 - Miami-Dade County Department of Transportation and Public Works (DTPW)
- Consultant shall review and respond AHJ comments and revise plans, as applicable.
- Additional AHJ submittals are not anticipated for civil engineering. If required, they may be performed via an additional service agreement.
- The approved plans are considered to be the final construction documents. Preparation of additional plan sets or Client-requested changes following approval of the permits listed above may be performed via an additional service agreement.

Task 4 – Bid & Award Support

- Consultant shall prepare responses to questions from bidders for the scope of work in this proposal.
- Consultant shall review bids and respond to contractor questions on the work.
- This task includes up to two (2) meetings with the Client and/or Bidder.

Task 5 – Limited Construction Administration

- Preconstruction:
 - Consultant shall attend a pre-construction conference as arranged by the contractor.
 - Consultant shall review shop drawing submittals (a total of five submittal package reviews are included).
- Construction Observation:
 - Consultant shall review and respond to Contractor RFIs.
 - Consultant shall perform up to two (2) field visits for the purpose of observing the installation of the project, including the preparation of a daily report of construction.
 - Additional visits beyond this number shall be performed on an hourly basis at the written direction of the Client.
- Certification and Closeout
 - Consultant shall attend up to one (1) substantial completion walkthrough for the purpose of generating a closeout punch list.
 - Consultant shall review Contractor-provided signed and sealed as-builts.
 - Consultant shall attend up to one (1) final walkthrough for the purpose of verifying closeout punch list items have been addressed.
 - Consultant shall sign and submit certifications of completion of civil engineering components, as required.

The basis for the above scope of services and associated fee(s) are based on the following:

- Project shall be completed in one phase.
- Consultant assumes that previously prepared traffic study for this project (by Caltran) shall be sufficient to permit the impact of this project to area traffic operations per the executed Intergovernmental Agency Agreement to Perform Traffic Engineering Functions between the City of North Miami Beach and Miami-Dade County Department of Transportation and Public Works.
- If any utilities (potable water, sanitary sewer, stormwater, etc.) or roadway improvements not explicitly included in this agreement are required, they shall be rendered as an Additional Service.
- Drainage analysis shall only be for work within the project limits. Should additional drainage analysis work be required for other portions of the onsite or offsite systems, this work shall be rendered as an Additional Service.
- Franchise utility (such as FPL, telecom, and natural gas) relocation and/or service design shall be by others.
- All notes and specifications needed to construct project shall be provided in the plans.
- Site and street lighting, landscape architecture, irrigation, and environmental engineering services are not included in this proposal.
- It is assumed that there are no environmental concerns within the subject project area.
- Contractor to obtain any necessary NPDES NOI permits.
- Contractor to prepare Maintenance of Traffic (MOT) plans and submit for MOT permits from the necessary regulatory agencies.

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 Miami, FL 33146
 Office: +1 (786) 497-1500



- Contractor to prepare any dewatering plans and obtain dewatering permits as necessary to construct the project.
- Contractor to obtain right-of-way permits for the necessary regulatory agencies for construction.
- Contractor shall submit "rock" as-builts prior to installing pavement surface.
- Contractor shall provide as-builts signed and sealed by a Florida licensed professional surveyor and mapper for consultant review prior to construction close-out.
- Proposal assumes attendance to limited field meetings and inspections. Attendance to regular owner/contractor meetings during construction shall be rendered as an additional service.
- Plan revisions required by permitting authorities after issuance of permit/during construction are not included. If required, such revisions shall be performed on an hourly basis.

Information to be provided by the Client:

- Filing and permit application fees, review fees, impact fees or any other associated assessments by other governments/agencies.
- Copies of all relevant data, including correspondence, traffic reports, plans or information in Client's possession which may be beneficial to the work effort performed by Consultant.
- An official City Purchase Order for this work.

SCHEDULE AND FEES

Consultant shall schedule work upon receipt of purchase order and official notice to proceed (NTP) for this project. Per discussions with your team, the goal is to start immediately upon official authorization from the City. The anticipated durations of each task are shown in the table below.

TASK	DESCRIPTION	DURATION
Task 1	Site Reconnaissance & Data Gathering	6 Weeks
Task 2	Construction Documents	
	50% Design	8 Weeks
	<i>Client/Owner Review</i>	2 Weeks
	100% Design	6 Weeks
	<i>Client/Owner Review</i>	2 Weeks
	Final Plans	1 Week
Task 3	Government Permitting Assistance	12 Weeks* (Concurrent with 100% Design)
Task 4	Bid and Award Support	12 Weeks
Task 5	Limited Construction Administration	12 Weeks*
		Total: 43 Weeks

** Permitting and construction durations shown above are estimated and may vary due to factors beyond CMA's control.*

The total lump sum fee for this project will be divided as follows:

Task(s)	Task Description	Lump Sum Fees
Task 1	Site Reconnaissance & Data Gathering	\$2,480.00
Task 2	Construction Documents	\$34,500.00
Task 3	Government Permitting Assistance	\$5,330.00

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Miami, FL 33146
Office: +1 (786) 497-1500



Task 4	Bid and Award Support	\$3,420.00
Task 5	Limited Construction Administration	\$11,020.00
SUBTOTAL		\$56,750.00
	Reimbursables Allowance	\$1,000.00
	Topographic Survey – Longitude Surveyors	\$7,045.00
	Geotechnical Exploration – PanGeo Consultants	\$5,060.00
PROJECT TOTAL		\$69,855.00

Reimbursable expenses for mileage and report preparation have been included in the lump sum fees noted above. Additional reimbursable expenses requested by the Client outside of the items for the tasks above, including delivery of additional copies of items shall be invoiced as defined in our Professional Services Agreement for General Engineering Services.

This proposal is based on our understanding of the requirements for civil engineering and surveying services as itemized under the anticipated tasks listed above. Accordingly, we reserve the right to modify this proposal due to any changes in scope.

Should you have any questions, please do not hesitate to contact me at my office at (813) 896-0286 or my cell phone at (904) 707-7724 or send me an electronic message at blehr@chenmoore.com.

Respectfully submitted,

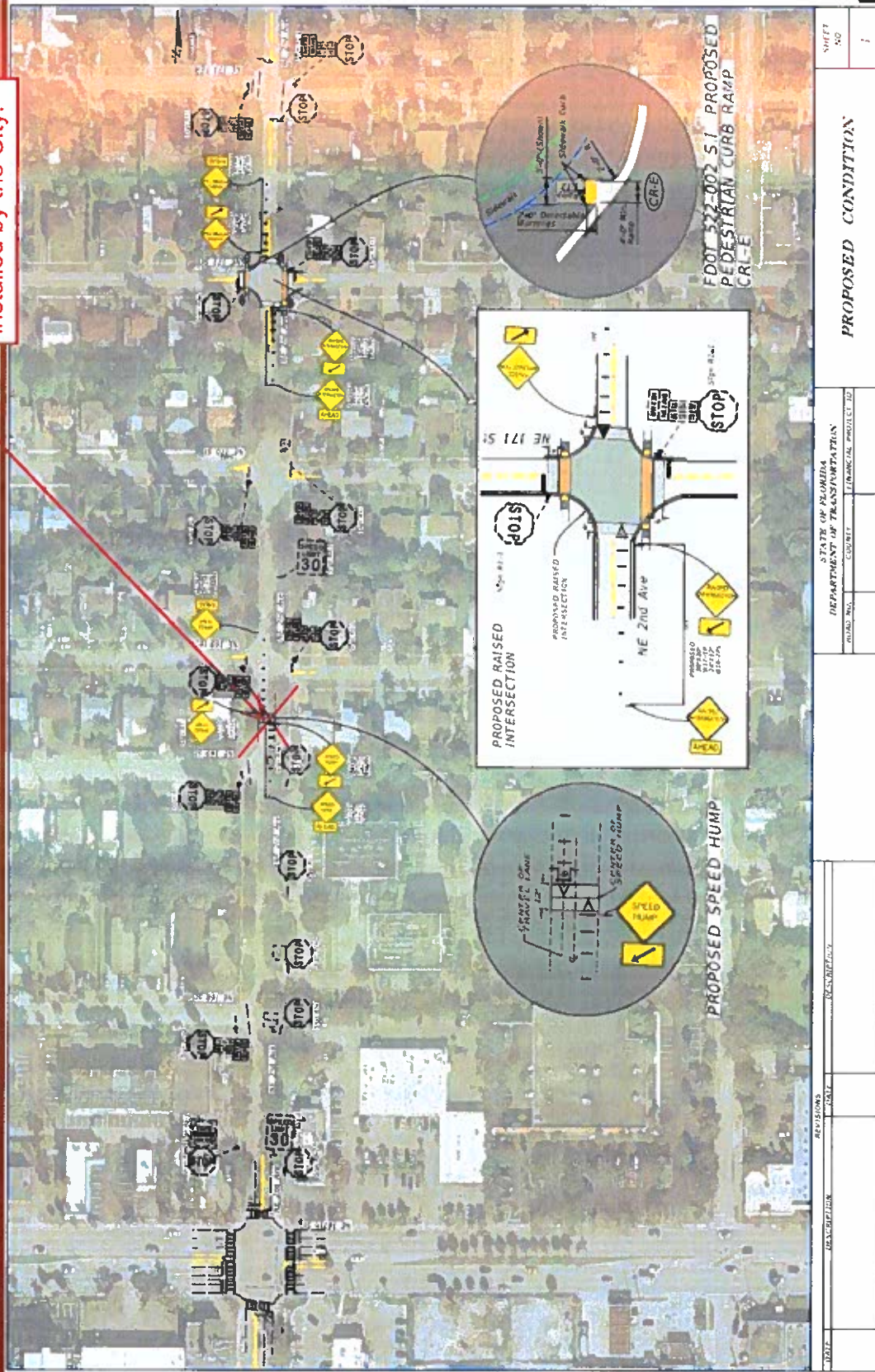
CHEN MOORE AND ASSOCIATES
G. Benjamin Lehr, P.E.
Project Manager

GBL/GAM

Cc: Gregory A. Mendez, P.E., Chen Moore and Associates
Jose L. Acosta, P.E., F. ASCE, Chen Moore and Associates

North Miami Beach – Traffic Calming

Not included in this scope of work, Speed hump previously installed by the City.



DATE	DESCRIPTION	REVISIONS	DATE
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		PROJECT NO.	
ROAD NO.		FINANCIAL PROJECT ID	
COUNTY		PROJECT NAME	
CITY		SHEET NO.	
		1	

Figure 4. Proposed Recommendation

November 2, 2022

Mr. Nicholas S. Karpathy, P.E., ENV SP, Senior Engineer
CHEN MOORE AND ASSOCIATES
3150 SW 38th Ave, Suite 950
Miami, FL 33146
O: +1 (786) 497-1500, Ext. 1157
Email: nkarpathy@chenmoore.com

Re: Proposal/Agreement for Additional Geotechnical Exploration Services
Proposed Raised Intersection
Intersection of NE 2nd Ave & NE 171st St.
North Miami Beach, FL

Dear Mr. Karpathy:

Pan Geo Consultants (PGC) is pleased to present this proposal/agreement for performing geotechnical engineering services at the referenced project.

Based on our communication with you, we understand the city is looking to install a raised intersection and crosswalk as a means of traffic calming in the neighborhood.

Based on your request for proposal and our understanding of the project, we propose the following scope of work and fee schedule.

SCOPE OF WORK

We propose to perform one (1) Standard Penetration Test (SPT) boring in general accordance with ASTM D-1586 specifications to a depth of 15 ft and one (1) exfiltration test in general accordance with SFWMD specifications to 15 ft. At the completion of the on-site work, the soil samples will be returned to our laboratory. We will provide an engineering report including a description of our findings and general site preparation and design recommendations for support of the proposed construction. In order to provide information concerning the engineering properties of the soils encountered, it is anticipated that tests may be performed to determine natural water content, organic content, and sieve analysis on representative soil samples collected from the field. The engineering report will include graphic logs of the test borings and a test boring location plan. We assume the site is accessible to truck mounted

drilling equipment and that underground utilities will be cleared by others prior to our performing the on-site work.

FEE SCHEDULE

The above-indicated scope of work will be performed for an estimated cost of \$2,507.50 – \$4,207.50 based on the following rates and quantities:

<u>Description</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Subtotal</u>
Project Engineer	6 hours	\$110.00/ hour	\$660.00
Registered Professional Engineer	2 hours	\$130.00/ hour	\$260.00
Drafting/ Clerical Services	2 hours	\$55.00/ hour	\$110.00
Senior Technician	4 hours	\$75.00/ hour	\$300.00
Mobilization (Equipment/ Crew)	1 each	\$350.00	\$350.00
Soil Test Borings (ASTM D-1586)*	15 linear feet	\$14.50/ l.f.	\$210.00
Setting 3-inch Casing	15 linear feet	\$4.50/l.f.	\$67.50
SFWMD Exfiltration Testing	1 test	\$450.00	\$450.00
Laboratory Testing	Lump		\$150.00
<i>Permit (if needed)</i>	<i>Lump</i>		<i>\$1000.00</i>
<i>MOT (if needed)</i>	<i>Lump</i>		<i>\$700.00</i>

*If loose or deleterious soil is encountered it may be necessary to extend the soil boring(s).

We currently anticipate starting this work within approximately four business days of receiving written authorization to proceed and 50% deposit. The on-site work should take approximately 2 days to complete. The geotechnical report, including 2 days for laboratory testing, should be available within approximately 10 business days after the on-site work is completed.

The cost estimated provided is based on our understanding of the expected project requirements PGC will only charge for the work performed and will not exceed the estimated cost without prior written approval from you.

PANGEO

CONSULTANTS

GEOTECHNICAL ENGINEERING AND INSPECTIONS

We appreciate the opportunity to be selected for performing geotechnical engineering on this project. Should you have any questions, please contact the undersigned at your convenience.

Respectfully submitted,
Pan Geo Consultants

Paul C. Catledge, P.E.
Principal

Reports and invoices will be addressed to the client as listed below unless other instructions are provided in writing with this executed proposal. The undersigned, as an authorized representative of the entity listed below, approves this proposal and agrees to be bound by the terms and conditions contained in this proposal. We note that our terms are net thirty days. Any invoices over thirty days will be assessed a 1 1/2 percent service charge. If you are a first time client, we request that the fee for these services be paid at the time of report completion. Once your account is established, we will bill you on an invoice basis.

SIGNATURE: _____ DATE: _____

PRINT NAME: _____ TITLE: _____

COMPANY NAME: _____

ADDRESS: _____

PHONE: _____ FAX: _____

EMAIL: _____

General Terms and Conditions

For the purpose of this project, the addressee of this proposal will be known as the Client. The client is expected to furnish PAN GEO CONSULTANTS,LLC (PGC), with accurate information including sketch of survey and/or site plan, construction drawings/specifications as appropriate, details of proposed construction including the proposed structural system and loads or existing construction problem information and site accessibility information as appropriate. Other information requirements may be detailed in the enclosed proposal. IF ANY CONDITIONS CHANGE such as building layout, loading, project specifications/design, or unusual site conditions are observed, PGC should be notified immediately in writing about the changed condition for possible review and comment. Should the Client wish to impose other conditions and requirements beyond those contained in this proposal such as in a separate contract, we reserve the option to modify contract language, fee amounts, to remove our proposal from consideration or other measures as may be indicated.

PANGEO CONSULTANTS
8258 West SR 84, Davie, FL
Phone: 954 200 4019
Email: info@pangeoconsult.com



Thursday, December 12, 2024

Mr. G. Benjamin Lehr, PE, DBIA, LEED AP
Director - Transportation
blehr@chenmoore.com



450 Carillon Parkway, Suite 210
St. Petersburg, FL 33716
904.707.7724

RE: Surveying and Mapping services for the 'Raised Intersection Project' located at the intersection of Northeast 2 Avenue and Northeast 171 Street within North Miami Beach, FL 33162.

Dear Mr. Lehr,

According to your request regarding a fee estimate for Surveying and Mapping services for the above-referenced project, LONGITUDE SURVEYORS, LLC (LS) is pleased to submit the following proposal for your consideration.

A. SCOPE OF WORK – TOPOGRAPHIC SURVEY:

- LS will show rights-of-way computing field evidence, plats, deeds, and other documentation relative to the project. Lot lines and ownership lines, including locations, bearings, and dimensions, within the survey limits will be shown graphically.
- LS will show any easements, covenants, restrictions, etc., found on plats, deeds, and other public records relative to the project. However, without a Title Commitment or Title Search, there is no guarantee that easements, covenants, restrictions, etc., will be shown on the survey.
- LS will establish horizontal and vertical control within the limits of the survey.
- The survey will be geo-referenced to the Florida State Plane Coordinate System based on the North American Datum of 1983/2011 (NAD83/11).
- Elevations will be referenced to the National Geodetic Vertical Datum of 1929 (NGVD29).
- LS will collect significant aboveground improvements, including, but not limited to, pavement, edge of pavement lines, pavement markings, curb and gutters, sidewalks, driveways (including material), fences and gates, walls, buildings, concrete slabs, ramps, signs, manholes, catch basins, fire hydrants, bollards, utility boxes, utility poles, and any other significant aboveground improvements and utilities within the survey limits.
- LS will locate trees and palms that have a three (3) inch diameter or greater at breast height (DBH) or are twelve (12) feet in height or more significant. Tree identification and/or a tree table will not be provided.
- Elevations equivalent to a twenty-five (25) foot grid will be collected throughout the survey limits. Additional elevations will be collected to identify grade changes and features of interest within the survey limits.
- LS will collect existing drainage and sanitary structures and show rim elevation, structure bottom elevation, pipe size, pipe material, pipe direction, direction of water flow, and inverts. *Please Note: LS requests that the Client contact the corresponding city/department where the survey will be performed to ensure the structures are cleaned correctly. Alternatively, the Client may provide a contact for the city/department so that LS can reach out directly to have them cleaned before the commencement of any work.*
- A Digital Terrain Model (DTM) of the resulting survey will not be provided.

B. SURVEY LIMITS:

The 'Raised Intersection Project' located at the intersection of Northeast 2 Avenue and Northeast 171 Street within North Miami Beach, FL 33162, FL 33162. Limits to extend approximately ten (10) feet past the public right-of-way and approximately one hundred (100) feet past the point of curvature/point of tangency of intersecting roadways, as per the attached Exhibit.



C. DELIVERABLES:

LS will provide a digitally signed and sealed PDF and a Civil 3D CAD file of the resulting survey. Signed and sealed hard copies can be provided upon request.

D. TIME & COST:

The total professional fee to complete the **Scope of Work** described herein shall be a lump sum of **\$7,045.00**. LS has an estimated twelve (12) business days from the date of the Notice to Proceed (NTP) to complete these tasks. Notice to Proceed (NTP) is considered adequate twenty-four (24) hours after this proposal agreement has been executed and returned to the undersigned.

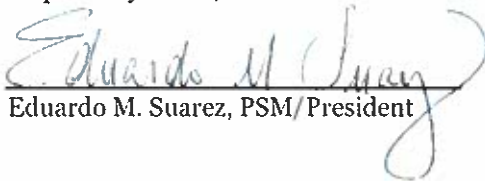
I agree that by signing below, "I APPROVE AND ACCEPT," this proposal is a legally binding contract.

By: _____ Date: _____
(Authorized Signature)

(Typed or printed name) Title: _____

On behalf of the firm, I thank you for the opportunity to present this proposal. We look forward to utilizing our best professional efforts on your behalf on this very important project.

Respectfully Yours,


Eduardo M. Suarez, PSM/President

NE 2nd Ave & 171st St

Legend

NE 2nd Ct

NE 171 ST

NE 2 AVE

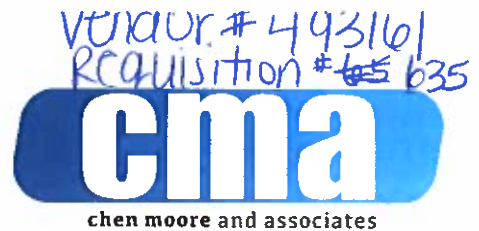
NE 173 ST

200 ft

Google Earth



3150 SW 38th Avenue, Suite 950
Miami, FL 33146
Office: +1 (786) 497-1500



November 22, 2024

SENT VIA E-MAIL (samuel.zamacona@citynmb.com)

Mr. Samuel Zamacona
City of North Miami Beach – Public Works
17050 NE 19th Avenue
North Miami Beach, FL 33162

Subject: City of North Miami Beach – NE 9th Court, NE 160th Street to NE 163rd Street Traffic Calming Agreement No.19-082-MC CMA Proposal No. 24-0083.P0001-003

Dear Mr. Zamacona:

Chen Moore and Associates (CMA) is pleased to submit the attached Agreement for Professional Services and Scope of Services to assist your team with the civil engineering services for the above-referenced project.

PROJECT INTRODUCTION

It is CMA's understanding that the City of North Miami Beach (NMB) has received complaints of speeding motorists along NE 9th Court between NE 160th Street and NE 163rd Street from area residents. A subsequent traffic study was performed by CALTRAN Engineering Group, Inc (CALTRAN) for this area which resulted in the recommendation to install a speed hump between NE 160th Terrace and NE 163rd Street as a means of traffic calming along the corridor. Additionally, it was recommended to improve the curb ramps at NE 160th Terrace and add crosswalk pavement markings and signage at this intersection. Given this, NMB now wants to proceed with these recommendations to reduce speeding and improve pedestrian safety in this area and address residents' concerns.

CMA shall provide the civil engineering, geotechnical engineering, and topographic surveying to design, permit, and periodically observe the construction of these improvements per the request of NMB. Note that this work is anticipated to conform with the allowable traffic calming measures listed in the Intergovernmental Agency Agreement to Perform Traffic Engineering Functions between NMB and Miami-Dade County Department of Transportation and Public Works (DTPW).

PROJECT STAFFING

Our staff and team are ready and prepared to work on this project. Chen Moore staff project roles shall be as follows:

Principal – Peter Moore, P.E. – President and CEO
Project Director – Gregory Mendez, P.E.
Project Manager – G. Ben Lehr, P.E.
Project Engineer – Madeline Batey, P.E.
Designer – Joseph Hall
Construction Specialist – Robert Guttman

www.chenmoore.com

GITT2412

Subconsultants:

Longitude Surveyors – Topographic Survey

SCOPE OF SERVICES

The scope of services our firm shall provide as per our recent discussions is as follows:

Task 1 – Site Reconnaissance and Data Gathering

- Consultant shall obtain a Sunshine One Call of Florida design ticket to identify existing utilities within the project area.
- Consultant shall coordinate with utilities identified in the design ticket to obtain as-built plans, GIS maps, and/or other available information for existing utilities in the project area.
- Consultant shall perform a site visit to observe existing conditions of the project area.
- Through our subconsultant, we shall complete a topographic survey of the project area with the following scope:
 - Limits including the ROWs in and adjacent to NE 9th Court between NE 160th Street and NE 163rd Street extending approximately 200-LF west of the center of the intersection with NE 160th Terrace.
 - Identification of boundary information (ROW lines, centerlines, easements, etc.).
 - Topographic information shall include:
 - Identification of all above ground features including but not limited to curbs, roads, driveways (including material), manholes, inlets, pullboxes, striping, poles, sidewalks, lights, signs, valves, building walls, trees, vegetation, and above ground utilities.
 - Labeling of all house numbers/folios/easements/dedications.
 - Spot elevations in NGVD 29 datum at a maximum 25-foot grid with additional elevations to identify all grade changes and features of interest. Spot elevations along roads shall identify inverted crown of road, edge of pavement, back of curb, driveway at ROW line, toe of slope, top of bank, etc.
 - Rim elevations, invert elevation, invert direction, invert material, invert diameter, and bottom of structure elevations for all sanitary sewer and stormwater manholes and inlets.
 - Existing roadway striping and street signs type labels.
 - Area extending 10-ft beyond the ROW where feasible.
- Consultant shall review survey, as-builts from local utilities and field verify locations as site accessibility permits.

Task 2 – Construction Documents

50% Design

- Consultant shall attend up to two (2) meetings with the Client; additional meetings beyond this number shall be performed on an hourly basis at the written direction of the Client.
- Consultant shall develop roadway and sidewalk layouts for the proposed curb ramps and sidewalk extensions needed at NE 160th Terrace.
- No impacts to the existing drainage system are anticipated.

- Consultant shall prepare 50% Construction Document level plans which are anticipated to include existing conditions and demolition, paving and grading, , and signage and marking plans for the purpose of Client review.
- Consultant shall generate an Engineer's Opinion of Probable Construction Cost for the proposed improvements upon request.

100% Design

- Consultant shall attend up to two (2) meetings with the Client; additional meetings beyond this number shall be performed on an hourly basis at the written direction of the Client.
- Consultant shall review and implement comments received on 50% Construction Documents design submittal.
- Consultant shall develop stormwater management calculations (water quality, water quantity, and attenuation) and reports as required.
- Consultant shall prepare 100% Construction Document level plans which are anticipated to include existing conditions and demolition, paving and grading, signage and marking, and stormwater pollution prevention plans with associated notes and details for the purpose of project permitting and construction.
- Consultant shall finalize the Engineer's Opinion of Probable Construction Cost for the proposed improvements based on the final design upon request.

Task 3 – Government Permitting Assistance

- Upon Client authorization, Consultant shall attend permit pre-application meetings with the following agencies:
 - Miami-Dade County Regulatory and Economic Resources Department of Environmental Resources Management (RER-DERM)
- Consultant shall prepare and submit permit applications related to civil engineering. The agencies having jurisdiction (AHJ) of requiring government permitting are anticipated to be:
 - City of North Miami Beach Public Works
 - RER-DERM Water Control Section
 - Miami-Dade County Department of Transportation and Public Works (DTPW)
- Consultant shall review and respond AHJ comments and revise plans, as applicable.
- Additional AHJ submittals are not anticipated for civil engineering. If required, they may be performed via an additional service agreement.
- The approved plans are considered to be the final construction documents. Preparation of additional plan sets or Client-requested changes following approval of the permits listed above may be performed via an additional service agreement.

Task 4 – Bid & Award Support

- Consultant shall prepare responses to questions from bidders for the scope of work in this proposal.
- Consultant shall review bids and respond to contractor questions on the work.
- This task includes up to two (2) meetings with the Client and/or Bidder.

Task 5 – Limited Construction Administration

- Preconstruction:
 - Consultant shall attend a pre-construction conference as arranged by the contractor.

- Consultant shall review shop drawing submittals (a total of five submittal package reviews are included).
- Construction Observation:
 - Consultant shall review and respond to Contractor RFIs.
 - Consultant shall perform up to one (1) field visit for the purpose of observing the installation of the project, including the preparation of a daily report of construction.
 - Additional visits beyond this number shall be performed on an hourly basis at the written direction of the Client.
- Certification and Closeout
 - Consultant shall attend up to one (1) substantial completion walkthrough for the purpose of generating a closeout punch list.
 - Consultant shall review Contractor-provided signed and sealed as-builts.
 - Consultant shall attend up to one (1) final walkthrough for the purpose of verifying closeout punch list items have been addressed.
 - Consultant shall sign and submit certifications of completion of civil engineering components, as required.

The basis for the above scope of services and associated fee(s) are based on the following:

- Project shall be completed in one phase.
- Consultant assumes that previously prepared traffic study for this project (by CALTRAN) shall be sufficient to permit the impact of this project to area traffic operations per the executed Intergovernmental Agency Agreement to Perform Traffic Engineering Functions between the City of North Miami Beach and Miami-Dade County Department of Transportation and Public Works.
- If any utilities (potable water, sanitary sewer, stormwater, etc.) or roadway improvements not explicitly included in this agreement are required, they shall be rendered as an Additional Service.
- Drainage analysis shall only be for work within the project limits. Should additional drainage analysis work be required for other portions of the onsite or offsite systems, this work shall be rendered as an Additional Service.
- Franchise utility (such as FPL, telecom, and natural gas) relocation and/or service design shall be by others.
- All notes and specifications needed to construct project shall be provided in the plans.
- Site and street lighting, landscape architecture, irrigation, and environmental engineering services are not included in this proposal.
- It is assumed that there are no environmental concerns within the subject project area.
- Contractor to obtain any necessary NPDES NOI permits.
- Contractor to prepare Maintenance of Traffic (MOT) plans and submit for MOT permits from the necessary regulatory agencies.
- Contractor to prepare any dewatering plans and obtain dewatering permits as necessary to construct the project.
- Contractor to obtain right-of-way permits for the necessary regulatory agencies for construction.
- Contractor shall submit "rock" as-builts prior to installing pavement surface.
- Contractor shall provide as-builts signed and sealed by a Florida licensed professional surveyor and mapper for consultant review prior to construction close-out.
- Proposal assumes attendance to limited field meetings and inspections. Attendance to regular owner/contractor meetings during construction shall be rendered as an additional service.
- Plan revisions required by permitting authorities after issuance of permit/during construction are



not included. If required, such revisions shall be performed on an hourly basis.

Information to be provided by the Client:

- Filing and permit application fees, review fees, impact fees or any other associated assessments by other governments/agencies.
- Copies of all relevant data, including correspondence, traffic reports, plans or information in Client’s possession which may be beneficial to the work effort performed by Consultant.
- An official City Purchase Order for this work.

SCHEDULE AND FEES

Consultant shall schedule work upon receipt of purchase order and official notice to proceed (NTP) for this project. Per discussions with your team, the goal is to start immediately upon official authorization from the City. The anticipated durations of each task are shown in the table below.

TASK	DESCRIPTION	DURATION
Task 1	Site Reconnaissance & Data Gathering	4 Weeks
Task 2	Construction Documents	
	50% Design	4 Weeks
	<i>Client/Owner Review</i>	2 Weeks
	100% Design	4 Weeks
	<i>Client/Owner Review</i>	2 Weeks
	Final Plans	1 Week
Task 3	Government Permitting Assistance	12 Weeks*
		(Concurrent with 100% Design)
Task 4	Bid and Award Support	12 Weeks
Task 5	Limited Construction Administration	8 Weeks*
		Total: 42 Weeks

* *Permitting and construction durations shown above are estimated and may vary due to factors beyond CMA’s control.*

The total lump sum fee for this project will be divided as follows:

Task(s)	Task Description	Lump Sum Fees
Task 1	Site Reconnaissance & Data Gathering	\$2,480.00
Task 2	Construction Documents	\$15,960.00
Task 3	Government Permitting Assistance	\$4,730.00
Task 4	Bid and Award Support	\$3,420.00
Task 5	Limited Construction Administration	\$9,230.00
SUBTOTAL		\$35,820.00
	Reimbursables Allowance	\$2,000.00
	Topographic Survey – Longitude Surveyors	\$13,800.00
PROJECT TOTAL		\$51,620.00

Reimbursable expenses for mileage and report preparation have been included in the lump sum fees noted above. Additional reimbursable expenses requested by the Client outside of the items for the tasks

3150 SW 38th Avenue, Suite 950
Miami, FL 33146
Office: +1 (786) 497-1500



above, including delivery of additional copies of items shall be invoiced as defined in our Professional Services Agreement for General Engineering Services.

This proposal is based on our understanding of the requirements for civil engineering and surveying services as itemized under the anticipated tasks listed above. Accordingly, we reserve the right to modify this proposal due to any changes in scope.

Should you have any questions, please do not hesitate to contact me at my office at (813) 896-0286 or my cell phone at (904) 707-7724 or send me an electronic message at blehr@chenmoore.com.

Respectfully submitted,

CHEN MOORE AND ASSOCIATES
G. Benjamin Lehr, P.E.
Project Manager

GBL/GAM

Cc: Gregory A. Mendez, P.E., Chen Moore and Associates
Jose L. Acosta, P.E., F. ASCE, Chen Moore and Associates

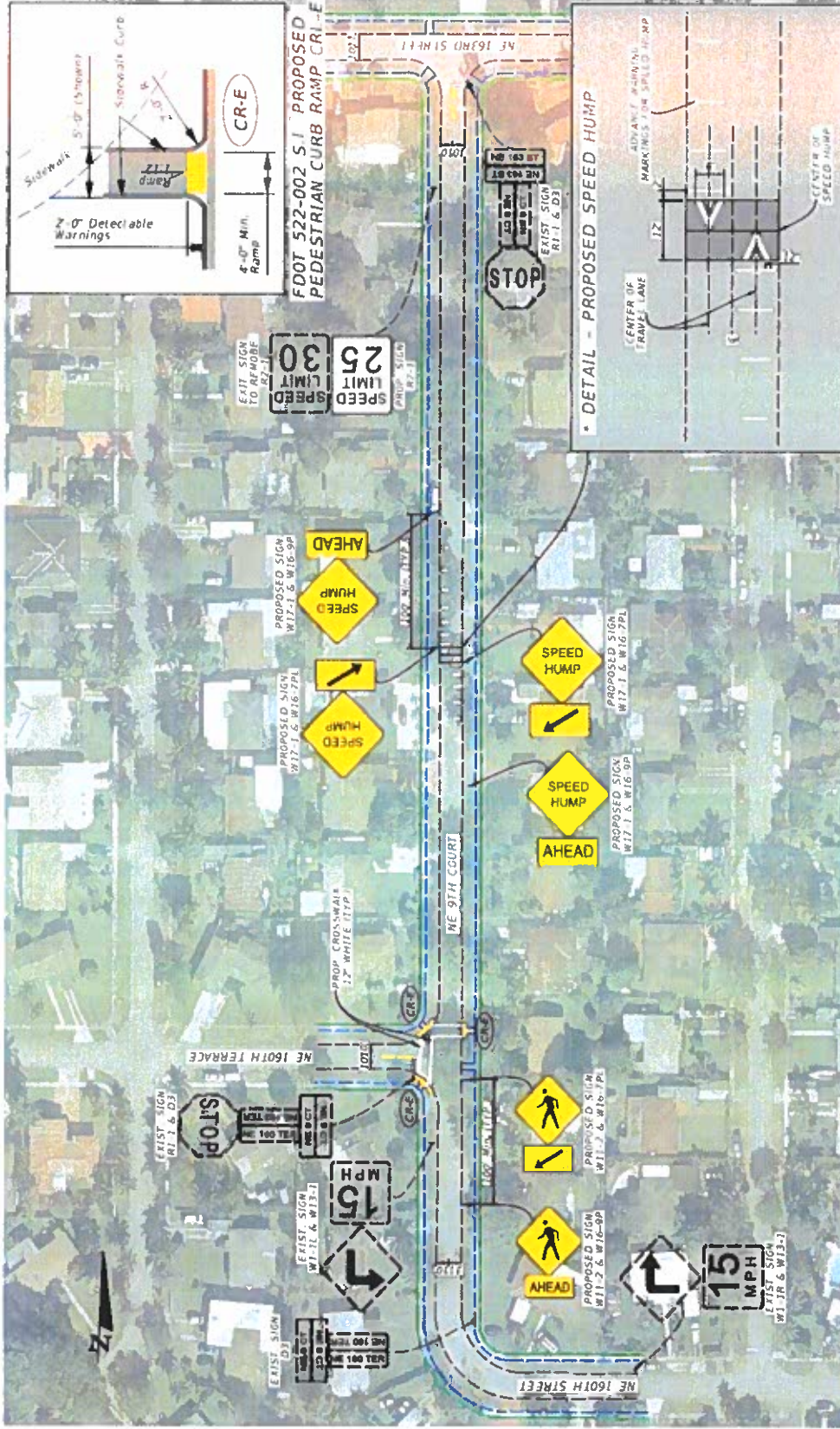


EXHIBIT - NOT FOR CONSTRUCTION

PROJECT NUMBER	22-083.042
DATE OF ISSUE	01/12/2024
DRAWING NUMBER	C2.01

3 OF 3

PROJECT INFORMATION

NE 9TH CT TRAFFIC CALMING STUDY

NORTH MIAMI BEACH, FLORIDA 33162

DRAWING TITLE

CONCEPTUAL LAYOUT



CLIENT

3150 SW 38th Avenue
 Suite 950
 Miami, FL, 33146
 786.497.1500
 www.chenmoore.com





Tuesday, February 27, 2024

Ms. Yulet Miguel, PE
Senior Engineer - Civil
ymiguel@chenmoore.com



500 West Cypress Creek Road, Suite 600
Fort Lauderdale, FL 33309
786.218.4858

RE: Surveying and Mapping services for the 'City of North Miami Beach – Traffic Calming Project' of Northeast 9 Court located in North Miami Beach, FL 33162.

Dear Ms. Miguel,

Pursuant to your request regarding a fee estimate for Surveying and Mapping services for the above-referenced project, LONGITUDE SURVEYORS, LLC (LS) is pleased to submit the following proposal for your consideration.

A. SCOPE OF WORK – TOPOGRAPHIC SURVEY:

- LS will show rights-of-way computing field evidence, plats, deeds, and other documentation relative to the project. Lot lines and ownership lines, inclusive of locations, bearings, and dimensions, within the survey limits will be shown graphically.
- LS will show any easements, covenants, restrictions, etc. that can be found on plats, deeds, and other public records relative to the project. However, without a Title Commitment or Title Search there is no guarantee that easements, covenants, restrictions, etc. will be shown on the survey.
- LS will establish horizontal and vertical control within the limits of the survey.
- The survey will be geo-referenced to the Florida State Plane Coordinate System based on the North American Datum of 1983/2011 (NAD83/11).
- Elevations will be referenced to the National Geodetic Vertical Datum of 1929 (NGVD29).
- LS will collect significant aboveground improvements including but not limited to; pavement, edge of pavement lines, pavement markings, sidewalks, driveways (including material), fences and gates, light poles, hedges, catch basins, manholes, utility poles, utility boxes, fire hydrants, signs, and any other significant above-ground improvements and utilities within the survey limits.
- LS will locate trees and palms having a three (3) inch diameter or greater at breast height (DBH) or being six (6) feet in height or greater. Identification of trees and/or a tree table will not be provided.
- Elevations will be collected equivalent to a twenty-five (25) foot grid throughout the survey limits. Additional elevations will be collected sufficient to identify grade changes and features of interest within the survey limits.
- A Digital Terrain Model (DTM) of the resulting survey will NOT be provided.

B. SURVEY LIMITS:

The roadway of Northeast 9 Court from the centerline of Northeast 163 Street South up to where Northeast 9 Court turns East into Northeast 160 Street, located in North Miami Beach, FL 33162. Limits include the full width of the public right-of-way, extending approximately fifty (50) feet past the curb return of each intersecting roadway, as per the attached Exhibit.

C. DELIVERABLES:

LS will provide a digitally signed and sealed PDF and CAD of the resulting survey. Signed and sealed hardcopies can be provided upon request.

D. TIME & COST:

The total professional fee to complete the **Scope of Work** described herein shall be a lump sum of **\$13,800.00**. LS has estimated eighteen (18) business days from the date of Notice to Proceed (NTP) to complete these tasks. Notice to Proceed (NTP) is considered effective twenty-four (24) hours after this proposal agreement has been executed and returned to the undersigned.



I agree that by signing below "I APPROVE AND ACCEPT" this proposal as a legal binding contract.

By: _____
(Authorized Signature)

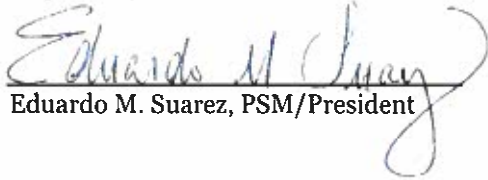
Date: _____

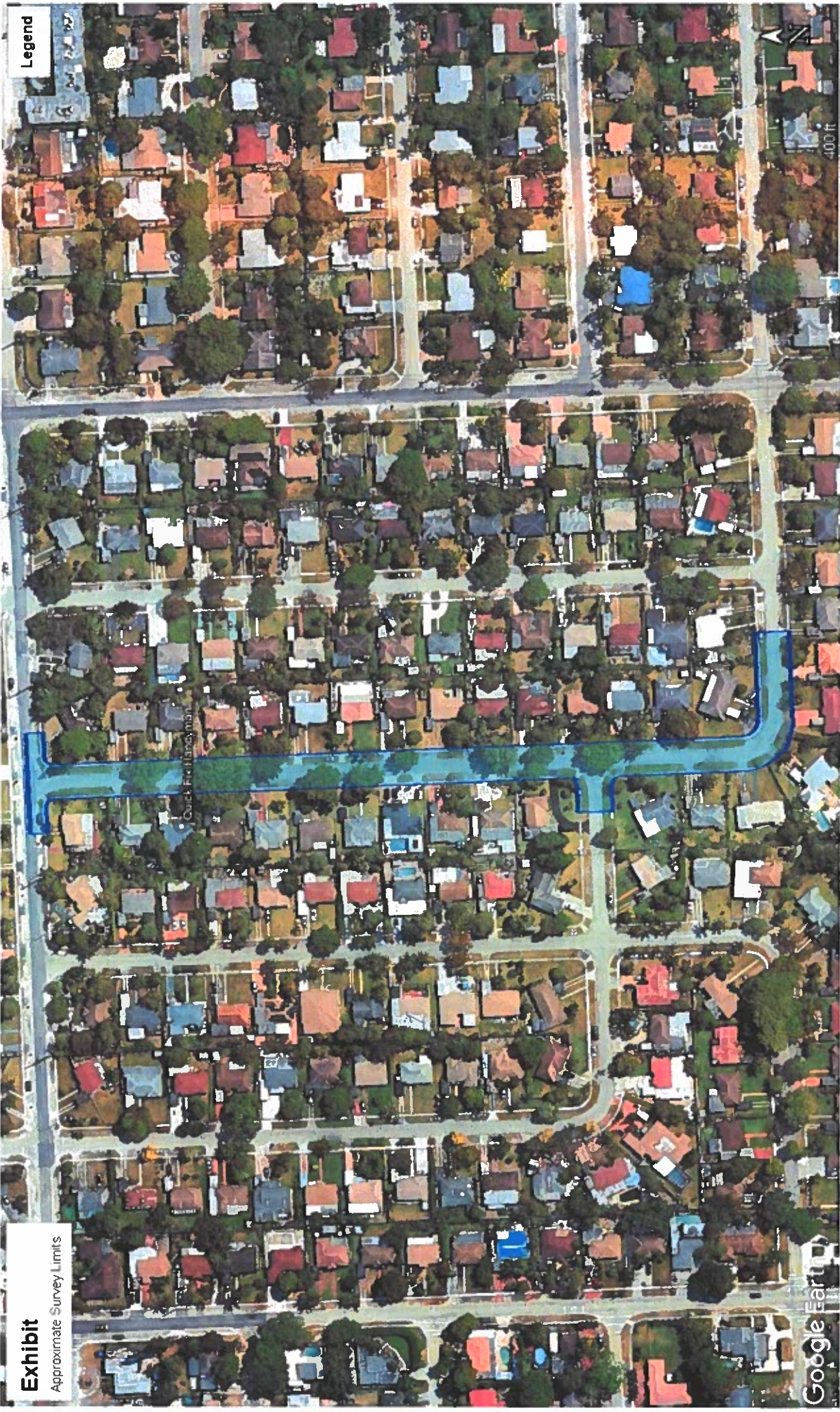
(Typed or printed name)

Title: _____

On behalf of the firm, I thank you for the opportunity to present this proposal. We look forward to utilizing our best professional efforts on your behalf on this very important project.

Respectfully Yours,


Eduardo M. Suarez, PSM/President



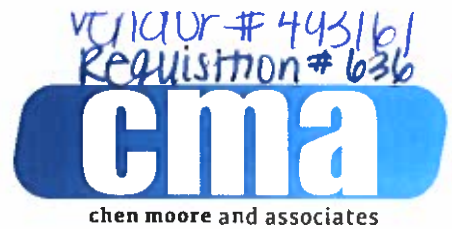
Legend

Exhibit
Approximate Survey Limits

Google Earth

Quack Freewayman

3150 SW 38th Avenue, Suite 950
Miami, FL 33146
Office: +1 (786) 497-1500



November 3, 2022 (Revised 11/22/2024)

SENT VIA E-MAIL (samuel.zamacona@citynmb.com)

Mr. Samuel Zamacona
City of North Miami Beach – Public Works
17050 NE 19th Avenue
North Miami Beach, FL 33162

**Subject: City of North Miami Beach – NE 13th Ave Raised Intersections
Agreement No.19-082-MC
CMA Proposal No. 22-0083.P0001-013**

Dear Mr. Zamacona:

Chen Moore and Associates (CMA) is pleased to submit the attached Agreement for Professional Services and Scope of Services to assist your team with the civil engineering services for the above-referenced project.

PROJECT INTRODUCTION

It is CMA's understanding that the City of North Miami Beach (NMB) has received complaints of speeding motorists along NE 13th Avenue between NE 151st Street and NE 159th Street from area residents. A subsequent traffic study was performed by CALTRAN Engineering Group, Inc (CALTRAN) for this area which resulted in the recommendation to install raised intersections at NE 153rd Street, NE 155th Street, and NE 157th Street as a means of traffic calming along the corridor. Given this, NMB now wants to proceed with the recommended installation to improve pedestrian safety in this area and address residents' concerns.

CMA shall provide the civil engineering, geotechnical engineering, and topographic surveying to design, permit, and periodically observe the construction of these improvements per the request of NMB. Note that this work is anticipated to conform with the allowable traffic calming measures listed in the Intergovernmental Agency Agreement to Perform Traffic Engineering Functions between NMB and Miami-Dade County Department of Transportation and Public Works (DTPW).

PROJECT STAFFING

Our staff and team are ready and prepared to work on this project. Chen Moore staff project roles shall be as follows:

- Principal – Peter Moore, P.E. – President and CEO
- Project Director – Gregory Mendez P.E.
- Project Manager – G. Benjamin Lehr, P.E.
- Project Engineer – Madeline Batey, P.E.
- Designer – Joseph Hall
- Construction Specialist – Robert Guttman

CITT240B

Subconsultants:

- Longitude Surveyors – Topographic Survey
- PanGeo Consultants – Geotechnical Exploration

SCOPE OF SERVICES

The scope of services our firm shall provide as per our recent discussions is as follows:

Task 1 – Site Reconnaissance and Data Gathering

- Consultant shall obtain a Sunshine One Call of Florida design ticket to identify existing utilities within the project area.
- Consultant shall coordinate with utilities identified in the design ticket to obtain as-built plans, GIS maps, and/or other available information for existing utilities in the project area.
- Consultant shall perform a site visit to observe existing conditions of the project area.
- Through our subconsultant, we shall perform geotechnical exploration including:
 - Three (3) borings to a depth of 15-ft with Standard Penetration Tests (SPTs).
 - Three (3) percolation tests conforming to the standard of the South Florida Water Management District (SFWMD).
 - Generation of a report summarizing findings and providing recommendations for pavement sections and pipe bedding.
- Through our subconsultant, we shall complete a topographic survey of the project area with the following scope:
 - Limits including the ROWs in and adjacent to the intersections of NE 13th Ave with NE 153rd, 155th, and 157th Streets extending approximately 200-LF north and south and approximately 100-LF east and west of the center of the northern and southern intersections. Continuous survey between the subject intersections along NE 13th Street will be collected to understand drainage patterns and for plans development.
 - Identification of boundary information (ROW lines, centerlines, easements, etc.).
 - Topographic information shall include:
 - Identification of all above ground features including but not limited to curbs, roads, driveways (including material), manholes, inlets, pullboxes, striping, poles, sidewalks, lights, signs, valves, building walls, trees, vegetation, and above ground utilities.
 - Labeling of all house numbers/folios/easements/dedications.
 - Spot elevations in NGVD 29 datum at a maximum 25-foot grid with additional elevations to identify all grade changes and features of interest. Spot elevations along roads shall identify inverted crown of road, edge of pavement, back of curb, driveway at ROW line, toe of slope, top of bank, etc.
 - Rim elevations, invert elevation, invert direction, invert material, invert diameter, and bottom of structure elevations for all sanitary sewer and stormwater manholes and inlets.
 - Existing roadway striping and street signs type labels.
 - Area extending 10-ft beyond the ROW where feasible.
- Consultant shall review survey, as-builts from local utilities and field verify locations as site accessibility permits.

Task 2 – Construction Documents

50% Design

- Consultant shall attend up to two (2) meetings with the Client; additional meetings beyond this number shall be performed on an hourly basis at the written direction of the Client.
- Consultant shall develop roadway, ADA compliant curb ramps, and sidewalk layouts for the proposed raised intersections following local practices and requirements.
- Consultant shall analyze impacts of the improvements to the existing drainage system and propose modifications/improvements as required. To minimize impacts to existing infrastructure, it is anticipated that the grading of the raised intersections will be such that the existing drainage patterns will be maintained and that edge of pavement elevations within the raised intersection areas will be as close as practical to existing grades.
- Consultant shall prepare 50% Construction Document level plans which are anticipated to include existing conditions and demolition, paving and grading, drainage, and signage and marking plans with associated cross-sections for the purpose of Client review.
- Consultant shall generate an Engineer's Opinion of Probable Construction Cost for the proposed improvements upon request.

100% Design

- Consultant shall attend up to two (2) meetings with the Client; additional meetings beyond this number shall be performed on an hourly basis at the written direction of the Client.
- Consultant shall review and implement comments received on 50% Construction Documents design submittal.
- Consultant shall develop stormwater management calculations (water quality, water quantity, and attenuation) and reports as required.
- Consultant shall prepare 100% Construction Document level plans which are anticipated to include existing conditions and demolition, paving and grading, drainage, signage and marking, and stormwater pollution prevention plans with associated notes and details for the purpose of project permitting and construction.
- Consultant shall finalize the Engineer's Opinion of Probable Construction Cost for the proposed improvements based on the final design upon request.

Task 3 – Government Permitting Assistance

- Upon Client authorization, Consultant shall attend permit pre-application meetings with the following agencies:
 - Miami-Dade County Regulatory and Economic Resources Department of Environmental Resources Management (RER-DERM)
- Consultant shall prepare and submit permit applications/notifications of construction related to civil engineering. The agencies having jurisdiction (AHJ) of requiring government permitting are anticipated to be:
 - City of North Miami Beach Public Works
 - RER-DERM Water Control Section
 - Miami-Dade County Department of Transportation and Public Works (DTPW)
- Consultant shall review and respond AHJ comments and revise plans, as applicable.
- Additional AHJ submittals are not anticipated for civil engineering. If required, they may be performed via an additional service agreement.

- The approved plans are considered to be the final construction documents. Preparation of additional plan sets or Client-requested changes following approval of the permits listed above may be performed via an additional service agreement.

Task 4 – Bid & Award Support

- Consultant shall prepare responses to questions from bidders for the scope of work in this proposal.
- Consultant shall review bids and respond to contractor questions on the work.
- This task includes up to two (2) meetings with the Client and/or Bidder.

Task 5 – Limited Construction Administration

- Preconstruction:
 - Consultant shall attend a pre-construction conference as arranged by the contractor.
 - Consultant shall review shop drawing submittals (a total of six submittal package reviews are included).
- Construction Observation:
 - Consultant shall review and respond to Contractor RFIs.
 - Consultant shall perform up to six (6) field visits for the purpose of observing the installation of the project, including the preparation of a daily report of construction.
 - Additional visits beyond this number shall be performed on an hourly basis at the written direction of the Client.
- Certification and Closeout
 - Consultant shall attend up to one (1) substantial completion walkthrough for the purpose of generating a closeout punch list.
 - Consultant shall review Contractor-provided signed and sealed as-builts.
 - Consultant shall attend up to one (1) final walkthrough for the purpose of verifying closeout punch list items have been addressed.
 - Consultant shall sign and submit certifications of completion of civil engineering components, as required.

The basis for the above scope of services and associated fee(s) are based on the following:

- Project shall be completed in one phase.
- Consultant assumes that previously prepared traffic study for this project (by CALTRAN) shall be sufficient to permit the impact of this project to area traffic operations per the executed Intergovernmental Agency Agreement to Perform Traffic Engineering Functions between the City of North Miami Beach and Miami-Dade County Department of Transportation and Public Works.
- If any utilities (potable water, sanitary sewer, stormwater, etc.) or roadway improvements not explicitly included in this agreement are required, they shall be rendered as an Additional Service.
- Drainage analysis shall only be for work within the project limits. Should additional drainage analysis work be required for other portions of the onsite or offsite systems, this work shall be rendered as an Additional Service.
- Franchise utility (such as FPL, telecom, and natural gas) relocation and/or service design shall be by others.
- All notes and specifications needed to construct project shall be provided in the plans.
- Site and street lighting, landscape architecture, irrigation, and environmental engineering services are not included in this proposal.



- It is assumed that there are no environmental concerns within the subject project area.
- Contractor to obtain any necessary NPDES NOI permits.
- Contractor to prepare Maintenance of Traffic (MOT) plans and submit for MOT permits from the necessary regulatory agencies.
- Contractor to prepare any dewatering plans and obtain dewatering permits as necessary to construct the project.
- Contractor to obtain right-of-way permits for the necessary regulatory agencies for construction.
- Contractor shall submit “rock” as-builts prior to installing pavement surface.
- Contractor shall provide as-builts signed and sealed by a Florida licensed professional surveyor and mapper for consultant review prior to construction close-out.
- Proposal assumes attendance to limited field meetings and inspections. Attendance to regular owner/contractor meetings during construction shall be rendered as an additional service.
- Plan revisions required by permitting authorities after issuance of permit/during construction are not included. If required, such revisions shall be performed on an hourly basis.

Information to be provided by the Client:

- Filing and permit application fees, review fees, impact fees or any other associated assessments by other governments/agencies.
- Copies of all relevant data, including correspondence, traffic reports, plans or information in Client’s possession which may be beneficial to the work effort performed by Consultant.
- An official City Purchase Order for this work.

SCHEDULE AND FEES

Consultant shall schedule work upon receipt of purchase order and official notice to proceed (NTP) for this project. Per discussions with your team, the goal is to start immediately upon official authorization from the City. The anticipated durations of each task are shown in the table below.

TASK	DESCRIPTION	DURATION
Task 1	Site Reconnaissance & Data Gathering	6 Weeks
Task 2	Construction Documents	
	50% Design	10 Weeks
	<i>Client/Owner Review</i>	2 Weeks
	100% Design	6 Weeks
	<i>Client/Owner Review</i>	2 Weeks
	Final Plans	2 Weeks
Task 3	Government Permitting Assistance	12 Weeks*
		(Concurrent with 100% Design)
Task 4	Bid and Award Support	12 Weeks
Task 5	Limited Construction Administration	16 Weeks*
		Total: 58 Weeks

* Permitting and construction durations shown above are estimated and may vary due to factors beyond CMA’s control.

3150 SW 38th Avenue, Suite 950
Miami, FL 33146
Office: +1 (786) 497-1500



The total lump sum fee for this project will be divided as follows:

Task(s)	Task Description	Lump Sum Fees
Task 1	Site Reconnaissance & Data Gathering	\$8,120.00
Task 2	Construction Documents	\$58,280.00
Task 3	Government Permitting Assistance	\$8,220.00
Task 4	Bid and Award Support	\$9,330.00
Task 5	Limited Construction Administration	\$32,840.00
SUBTOTAL		\$116,790.00
	Reimbursables Allowance	\$2,000.00
	Topographic Survey – Longitude Surveyors	\$24,425.00
	Geotechnical Exploration – PanGeo Consultants	\$6,950.00
PROJECT TOTAL		\$150,165.00

Reimbursable expenses for mileage and report preparation have been included in the lump sum fees noted above. Additional reimbursable expenses requested by the Client outside of the items for the tasks above, including delivery of additional copies of items shall be invoiced as defined in our Professional Services Agreement for General Engineering Services.

This proposal is based on our understanding of the requirements for civil engineering and surveying services as itemized under the anticipated tasks listed above. Accordingly, we reserve the right to modify this proposal due to any changes in scope.

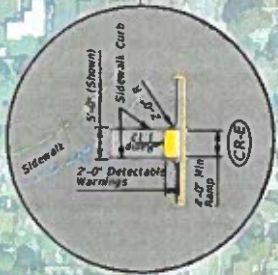
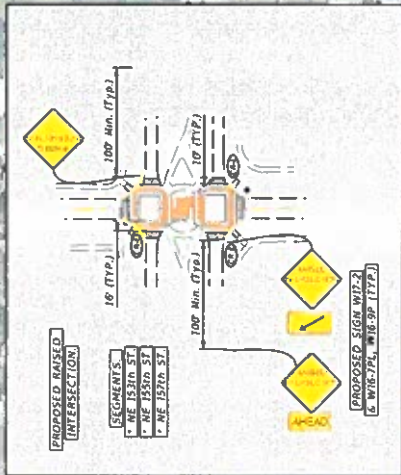
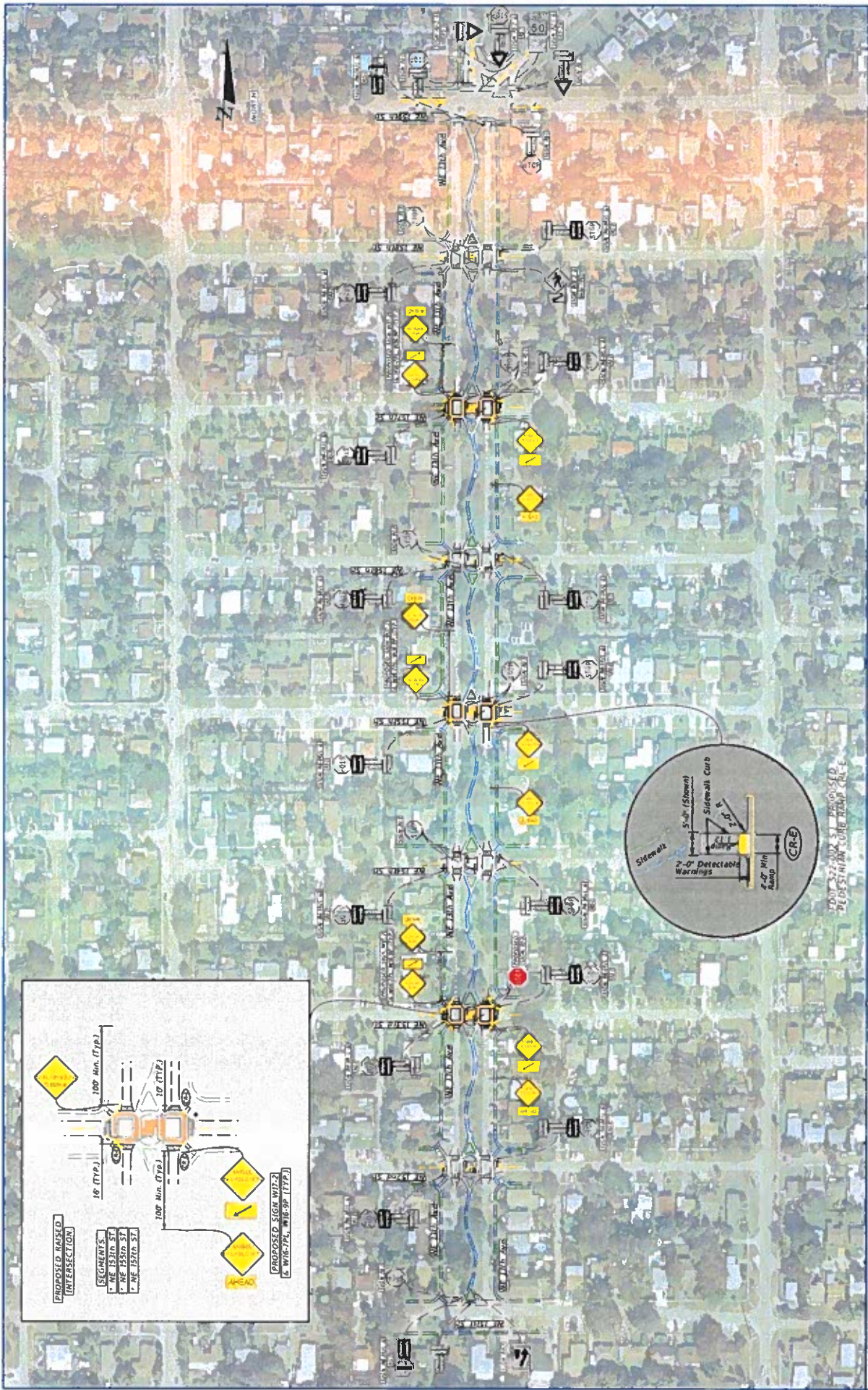
Should you have any questions, please do not hesitate to contact me at my office at (813) 896-0286 or my cell phone at (904) 707-7724 or send me an electronic message at blehr@chenmoore.com.

Respectfully submitted,

CHEN MOORE AND ASSOCIATES
G. Benjamin Lehr, P.E.
Project Manager

GBL/GAM

Cc: Gregory A. Mendez, P.E., Chen Moore and Associates
Jose L. Acosta, P.E., F. ASCE, Chen Moore and Associates



STATE OF FLORIDA	DEPARTMENT OF TRANSPORTATION	ROAD NO.	COUNTY	FINANCIAL PROJECT ID	PROPOSED CONDITION	SHEET NO.
						1

November 2, 2022

Mr. Nicholas S. Karpathy, P.E., ENV SP, Senior Engineer
CHEN MOORE AND ASSOCIATES
3150 SW 38th Ave, Suite 950
Miami, FL 33146
O: +1 (786) 497-1500, Ext. 1157
Email: nkarpathy@chenmoore.com

Re: Proposal/Agreement for Additional Geotechnical Exploration Services
NE 13th Ave. Raised Intersections
Intersections of NE 13th Ave and NE 153rd, NE 155th, and NE 157th Streets.
North Miami Beach, FL

Dear Mr. Karpathy:

Pan Geo Consultants (PGC) is pleased to present this proposal/agreement for performing geotechnical engineering services at the referenced project.

Based on our communication with you, we understand the city is looking to install three (3) raised intersections and crosswalks as a means of traffic calming in the neighborhood.

Based on your request for proposal and our understanding of the project, we propose the following scope of work and fee schedule.

SCOPE OF WORK

We propose to perform three (3) Standard Penetration Test (SPT) borings in general accordance with ASTM D-1586 specifications to a depth of 15 ft and three (3) exfiltration tests in general accordance with SFWMD specifications to 15 ft. At the completion of the on-site work, the soil samples will be returned to our laboratory. We will provide an engineering report including a description of our findings and general site preparation and design recommendations for support of the proposed construction. In order to provide information concerning the engineering properties of the soils encountered, it is anticipated that tests may be performed to determine natural water content, organic content, and sieve analysis on representative soil samples collected from the field. The engineering report will include graphic logs of the test borings and a test boring location plan. We assume the site is accessible to truck mounted

drilling equipment and that underground utilities will be cleared by others prior to our performing the on-site work.

FEE SCHEDULE

The above-indicated scope of work will be performed for an estimated cost of \$3,962.50 – \$5,662.50 based on the following rates and quantities:

Description	Quantity	Unit Cost	Subtotal
Project Engineer	6 hours	\$110.00/ hour	\$660.00
Registered Professional Engineer	2 hours	\$130.00/ hour	\$260.00
Drafting/ Clerical Services	2 hours	\$55.00/ hour	\$110.00
Senior Technician	4 hours	\$75.00/ hour	\$300.00
Mobilization (Equipment/ Crew)	1 each	\$350.00	\$350.00
Soil Test Borings (ASTM D-1586)*	45 linear feet	\$14.50/ l.f.	\$630.00
Setting 3-inch Casing	45 linear feet	\$4.50/l.f.	\$202.50
SFWM D Exfiltration Testing	3 tests	\$450.00	\$1350.00
Laboratory Testing	Lump		\$100.00
<i>Permit (if needed)</i>	<i>Lump</i>		<i>\$1000.00</i>
<i>MOT (if needed)</i>	<i>Lump</i>		<i>\$700.00</i>

*If loose or deleterious soil is encountered it may be necessary to extend the soil boring(s).

We currently anticipate starting this work within approximately four business days of receiving written authorization to proceed and 50% deposit. The on-site work should take approximately 2 days to complete. The geotechnical report, including 2 days for laboratory testing, should be available within approximately 10 business days after the on-site work is completed.

The cost estimated provided is based on our understanding of the expected project requirements PGC will only charge for the work performed and will not exceed the estimated cost without prior written approval from you.

We appreciate the opportunity to be selected for performing geotechnical engineering on this project. Should you have any questions, please contact the undersigned at your convenience.

Respectfully submitted,
Pan Geo Consultants

Paul C. Catledge, P.E.
Principal

Reports and invoices will be addressed to the client as listed below unless other instructions are provided in writing with this executed proposal. The undersigned, as an authorized representative of the entity listed below, approves this proposal and agrees to be bound by the terms and conditions contained in this proposal. We note that our terms are net thirty days. Any invoices over thirty days will be assessed a 1 1/2 percent service charge. If you are a first time client, we request that the fee for these services be paid at the time of report completion. Once your account is established, we will bill you on an invoice basis.

SIGNATURE: _____ DATE: _____

PRINT NAME: _____ TITLE: _____

COMPANY NAME: _____

ADDRESS: _____

PHONE: _____ FAX: _____

EMAIL: _____

General Terms and Conditions

For the purpose of this project, the addressee of this proposal will be known as the Client. The client is expected to furnish PAN GEO CONSULTANTS, LLC (PGC), with accurate information including sketch of survey and/or site plan, construction drawings/specifications as appropriate, details of proposed construction including the proposed structural system and loads or existing construction problem information and site accessibility information as appropriate. Other information requirements may be detailed in the enclosed proposal. IF ANY CONDITIONS CHANGE such as building layout, loading, project specifications/design, or unusual site conditions are observed, PGC should be notified immediately in writing about the changed condition for possible review and comment. Should the Client wish to impose other conditions and requirements beyond those contained in this proposal such as in a separate contract, we reserve the option to modify contract language, fee amounts, to remove our proposal from consideration or other measures as may be indicated.

Delivery – Scheduled upon receipt of written authorization to proceed and deposit unless other arrangements are agreed to in writing. Additional report copies can be provided for a nominal fee to the Client. PGC will exercise appropriate measures to ensure project completion within a reasonable time frame subject to existing workloads. However, PGC will not be held responsible for unavailability of necessary project data and site access within the time frame agreed upon for the investigation. Project delivery may be delayed if the ENTIRE signed proposal and deposit are not received in a timely manner. The ENTIRE signed quotation should be returned along with the requested project information. This unsigned proposal is valid for 60 days.

Payment – 50% deposit required with signed agreement. Directing PGC to proceed with the work shall constitute acceptance of the terms of PGC's proposal and these General Terms and Conditions. Balance due upon delivery of report. Interest at the rate of 18% per annum or the highest rate allowable by law whichever is less, will be added to all amounts not paid within 30 days after date of invoice. All attorney fees and expenses associated with collection of past due invoices will be paid by Client.

Insurance – PGC maintains Workers' Compensation and Employer's Liability Insurance in conformance with state law. In addition, we maintain Comprehensive General Liability Insurance and Automobile Liability Insurance. A certificate of insurance can be supplied evidencing such coverage which contains a clause providing that fifteen days written notice be given prior to cancellation.

Right-of-Entry - Unless otherwise agreed, Client will furnish right-of-entry on the property for PGC to make the planned borings, surveys, and/or explorations. PGC will not be responsible for removing fences, earth berms, vegetation or other obstructions for purposes of our investigation. PGC will take reasonable precautions to minimize damage to the property caused by its equipment and sampling procedures, but the cost of restoration or damage which may result from the planned operations is not included in the contracted amount. If Client desires to restore the property to its former condition, PGC will accomplish this and add the cost to its fee. Client agrees to waive all claims arising from or related to the failure to provide PGC with proper access to conduct its work.

Damage to Existing Man-made Objects - It shall be the responsibility of the Owner or his duly authorized representative to disclose the presence and accurate location of all hidden or obscure man-made objects relative to routes of access, field tests, sampling, or boring locations. When cautioned, advised or given data in writing that reveal the presence or potential presence of underground or over-ground obstructions, such as utilities, septic tanks, etc., PGC will give special instructions to its field personnel. In addition, Client waives any claim against PGC arising from damage to existing man-made objects.

Warranty and Limitation of Liability - PGC shall perform services for Client in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of competent consultants practicing in the same or a similar locality as the project. In the event any portion of the services fails to comply with this warranty obligation and PGC is promptly notified in writing prior to one year after completion of such portion of the services, PGC will re-perform such portion of the services, or if re-performance is impracticable, PGC will refund the amount of compensation paid to PGC for such portion of the services. This warranty is in lieu of all other warranties. No other warranty, expressed or implied, including warranties of merchantability and fitness for a particular purpose is made or intended by the proposal for consulting services, by furnishing an oral response of the findings made or by any representations made regarding the services included in this agreement. In no event shall PGC or any of its professional employees be liable for any special, indirect, incidental or consequential loss or damages, including but not limited to impact and delay claims. The remedies set forth herein are exclusive and the total liability of consultant whether in contract, tort (including negligence whether sole or concurrent), or otherwise arising out of, connected with or resulting from the services provided pursuant to this Agreement shall not exceed the total fees paid by Client or \$50,000.00, whichever is greater. At additional cost, Client may obtain a higher limit prior to commencement of services.

PURSUANT TO §558.0035, FLORIDA STATUTES, PGC'S INDIVIDUAL EMPLOYEES AND/OR AGENTS MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THEIR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT.

Indemnification – Client agrees to defend, indemnify and save harmless PGC from all claims, including negligence claims, suits, losses, personal injuries, death and property liability resulting from PGC's performance of the proposed work, whether such claims or damages are caused in part by PGC, and agrees to reimburse PGC for expenses in connection with any such claims or suits, including reasonable attorney's fees. Client's obligation to indemnify is limited to \$2 million per occurrence, which Client agrees bears a reasonable commercial relationship to the Work undertaken by PGC. Client further agrees that these general conditions are a part of the Work's specifications or bid documents, if any.

Sampling or Testing Location - Unless specifically stated to the contrary, the unit fees included in this proposal do not include costs associated with professional land surveying of the site or the accurate horizontal and vertical locations of tests. Field tests or boring locations described in our report or shown on our sketches are based on specific information furnished to us by others and/or estimates made in the field by our technicians. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated in the report. It is understood that all drilling locations are accessible to conventional truck mounted drilling equipment unless otherwise specified by the client. If unscheduled remobilizations or use of portable or all terrain equipment is required additional charges will apply. PGC will attempt to clear utilities at our excavation/test locations by manual drilling to 3' below land surface (BLS). Any utilities/obstructions present at client specified test locations or below 3' BLS will be the responsibility of the client.

Sample Handling and Retention – Generally soil test samples are retained for approximately three months after which time they will be discarded unless written instructions to the contrary are received from the client.

Legal Jurisdiction - The parties agree that any actions brought to enforce any provision of this Agreement shall only be brought in a court of competent jurisdiction located in Broward County, Florida. Any and all causes of action arising out of PGC's performance of the Work, including but not limited to claims for indemnity, contribution and equitable subrogation, shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than the date of PGC's last invoice for the Work performed hereunder.

PANGEO

CONSULTANTS

GEOTECHNICAL ENGINEERING AND INSPECTIONS

Force Majeure - PGC shall not be held responsible for any delay or failure in performance of any part of this Agreement to the extent such delay or failure is caused by fire, flood, explosion, war, strike, embargo, government requirement, civil or military authority, acts of God, act or omission of subcontractors, carriers, client or other similar causes beyond its control.

Documents - PGC shall be entitled to rely upon the accuracy and completeness of all surveys, reports and information furnished by the client. If conditions different from those described in our report are found at the site, PGC should be notified in writing immediately upon discovery. PGC reserves the right to revise conclusions and recommendations presented in the final report should additional information regarding the project become available. All permits will be obtained by others unless otherwise specified in this proposal or in writing to PGC. PGC has no liability for consequences of information not provided or unavailable or otherwise not reviewed or known from the normal sources customarily examined by PGC in such investigations within the time frame allowed for this investigation under this agreement. The client, entities identified in writing on the address portion of our report, design team professionals engaged by our client and building official staff are entitled to use and rely upon PGC'S reports for purposes of the current project. Other parties are not authorized to use or rely upon PGC'S reports unless PGC so states in writing.

General Contract Terms and Conditions 2022

PANGEO CONSULTANTS

8258 West SR 84, Davie, FL

Phone: 954 200 4019

Email: info@pangeoconsult.com



Friday, November 22, 2024

Ms. Yulet Miguel, PE
Senior Engineer - Civil
ymiguel@chenmoore.com



500 West Cypress Creek Road, Suite 600
Fort Lauderdale, FL 33309
786.218.4858

RE: Surveying and Mapping services for the 'Raised Intersection Project' along the roadway of Northeast 13 Avenue located in North Miami Beach, FL 33162.

Dear Ms. Miguel,

According to your request regarding a fee estimate for Surveying and Mapping services for the above-referenced project, LONGITUDE SURVEYORS, LLC (LS) is pleased to submit the following proposal for your consideration.

A. SCOPE OF WORK – TOPOGRAPHIC SURVEY:

- LS will show rights-of-way computing field evidence, plats, deeds, and other documentation relative to the project. Lot lines and ownership lines, including locations, bearings, and dimensions, within the survey limits will be shown graphically.
- LS will show any easements, covenants, restrictions, etc., found on plats, deeds, and other public records relative to the project. However, without a Title Commitment or Title Search, there is no guarantee that easements, covenants, restrictions, etc., will be shown on the survey.
- LS will establish horizontal and vertical control within the limits of the survey.
- The survey will be geo-referenced to the Florida State Plane Coordinate System based on the North American Datum of 1983/2011 (NAD83/11).
- Elevations will be referenced to the National Geodetic Vertical Datum of 1929 (NGVD29).
- LS will collect significant aboveground improvements, including, but not limited to, pavement, edge of pavement lines, pavement markings, curb and gutters, sidewalks, medians, driveways (including material), fences and gates, walls, buildings, concrete slabs, ramps, signs, manholes, catch basins, fire hydrants, bollards, utility boxes, utility poles, and any other significant aboveground improvements and utilities within the survey limits.
- LS will locate trees and palms that have a three (3) inch diameter or greater at breast height (DBH) or are twelve (12) feet in height or more significant. Tree identification and/or a tree table will not be provided.
- Elevations equivalent to a twenty-five (25) foot grid will be collected throughout the survey limits. Additional elevations will be collected to identify grade changes and features of interest within the survey limits.
- Invert information for existing drainage and sanitary structures within the survey limits will not be collected or shown on our final survey deliverable.
- A Digital Terrain Model (DTM) of the resulting survey will not be provided.

B. SURVEY LIMITS:

The 'Raised Intersection Project' along the roadway of Northeast 13 Avenue located in North Miami Beach, FL 33162. Limits to span from approximately one hundred fifty (150) feet South from the intersection of Northeast 153 Street due North to approximately one hundred fifty (150) feet North from the intersection of Northeast 157 Street, extending ten (10) feet beyond the route right-of-way wherever possible and fifty (50) feet past the point of curvature/point of tangency of any intersecting roadways, as per the attached Exhibit.

C. DELIVERABLES:

LS will provide a digitally signed and sealed PDF and a Civil 3D CAD file of the resulting survey. Signed and sealed hard copies can be provided upon request.



D. TIME & COST:

The total professional fee to complete the **Scope of Work** described herein shall be a lump sum of **\$24,425.00**. LS has an estimated twenty-three (23) business days from the date of the Notice to Proceed (NTP) to complete these tasks. Notice to Proceed (NTP) is considered adequate twenty-four (24) hours after this proposal agreement has been executed and returned to the undersigned.

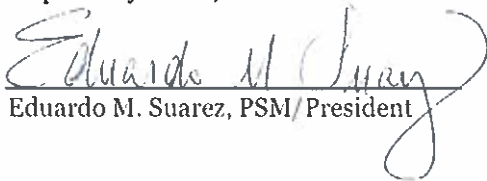
I agree that by signing below, "I APPROVE AND ACCEPT," this proposal is a legally binding contract.

By: _____ Date: _____
(Authorized Signature)

(Typed or printed name) Title: _____

On behalf of the firm, I thank you for the opportunity to present this proposal. We look forward to utilizing our best professional efforts on your behalf on this very important project.

Respectfully Yours,


Eduardo M. Suarez, PSM/President

Legend



Exhibit
Approximate Survey Limits

Google Earth



400 ft

3150 SW 38th Ave., Suite 950
Miami, FL 33146
Office: +1 (786) 497-1500

Requisition #412



chen moore and associates

October 30, 2024

SENT VIA E-MAIL (samuel.zamacona@citynmb.com)

Sam Zamacona E.I.
Public Works Director
City of North Miami Beach
Public Works Department
17011 NE 19th Avenue,
North Miami Beach, FL 33162

11/14/20:

**Subject: City of North Miami Beach – NE 26th Avenue Traffic Calming Design
Agreement No.19-082-MC Task Order #17
CMA Proposal No. 24-0083.P0001.004**

Dear Mr. Zamacona,

Chen Moore and Associates, Inc. (CMA) has prepared and submitted a Traffic study and recommendation of traffic calming measure(s) in this corridor, in accordance with the Interagency Agreement between MDC and the City. The City has also asked CMA to provide a conceptual design of a recommended traffic calming option for this corridor and an associated Engineer's Opinion of Probable Construction Cost (EOPCC). This proposal shall serve as the basis for the requested items herein.

As a result of the study, CMA will prepare Construction Documents to implement the recommended traffic calming devices. We are pleased to submit this Agreement for Professional Services and Scope of Services to provide all remaining civil engineering services for the above referenced project located in the neighborhood along NE 26th Avenue, in North Miami Beach, Florida.

PROJECT STAFFING

Our staff and team are ready and prepared to work on this project. Chen Moore staff project roles shall be as follows:

Principal – Peter Moore, P.E., President
Project Director - Jose L. Acosta, P.E., Vice President
Senior Project Manager – Gregory Mendez, P.E.

Engineering Staff includes the following:

- G. Benjamin Lehr, PE, Principal Engineer
- Andres Aristazabal, Senior Designer
- Eric Harrison, RLA, Senior Landscape Architect
- Stefan Bortak, RLA, CID, Certified irrigation Designer
- Jose McCray, Sr. Construction Specialist

Sub-consultants for this Project

- Land Surveying – Longitude Surveyors, LLC

chenmoore.com

CITT2413

SCOPE OF SERVICES

The scope of services is as follows:

Task 1 – Site data collection and utility coordination

- Obtain Topographical survey via subconsultant, Longitude Surveyors.
- Obtain Sunshine 611 utility design ticket.
- Consultant shall review survey and/or as-built drawings from local utilities and field verify locations as per available accessibility.

Task 2 – Construction Documents

- Consultant shall review survey and/or as-built drawings from local utilities and field verify locations as per available accessibility.
- Consultant shall visit the site as necessary to become familiar with and/or document current site conditions.
- Consultant shall arrange and attend meetings with governmental permitting agencies or other authorities having jurisdiction as required regarding any pertinent regulatory requirements and limitations.
- Consultant shall examine and verify all existing site conditions as to their accuracy as depicted on the boundary survey.
- Attendance at up to two meetings with the Client.
- Design and plan preparation including the demolition, earthwork, paving, grading, drainage, water, signing and marking, landscaping, irrigation (if applicable), details, specifications and storm water pollution prevention plans.
- Pre-submittal meetings with related permitting agencies as necessary.
- Complete conflict data table with available information, if applicable.
- Update of the latest Opinion of Probable Cost for this stage of the design.
- Consultant shall prepare technical specifications for the civil engineering design components for use during bidding, aside from what will be included in the design documents (as needed)
- Consultant shall include all general notes, recommending any minimum requirements for a site contractor.

Task 3 – Permitting & Approvals

- Consultant shall prepare submittal packages and submit for government agency permits with the appropriate calculations and back-up to the following agencies:
- Miami-Dade County – Regulatory and Environmental Resources (RER) – Storm water
- Miami-Dade County Public Works – Traffic Engineering Division
- Miami-Dade County Fire Department
- City of North Miami Beach Public Works
- City of North Miami Beach Utilities
- Tree Removal permit (only if required) with Miami-Dade County RER Tree Section
- Consultant shall revise plans and coordinate permit resubmittals.

Task 4 – Bidding Assistance

- Attendance at a pre-bid meeting
- Prepare responses to questions from bidders for the scope of work in this proposal.
- Review bids to assist in selecting a qualified contractor.

Task 5 – Limited Construction Administration Support Services – Consultant shall perform the following:

- Consultant shall attend one pre-construction meeting, as arranged by the client.
- Consultant shall perform all required shop drawing reviews as they relate to the improvements designed and permitted under this scope of services.
- Consultant shall respond to requests for information (RFIs) during both the bid and construction phases.
- Provide general weekly observation of the work and verification of system testing for the civil engineering. Field reports will be issued to Client on a weekly basis on the week of the field visit. Consultant shall attend scheduled inspections. Contractor shall notify the consultant at least 48 hours in advance of any scheduled inspections.
- Coordination of certification/site close out packages for the following agencies: Miami-Dade County Public Works – Traffic Engineering Division, Miami-Dade County RER, and the City of North Miami Beach.

BASIS OF SCOPE

- The basis for the above scope of services and associated fee(s) are based on the following:
- Project shall be completed in one phase.
- Investigation and design of offsite facilities and improvements are only included as directly related to the base scope of services of this project.
- The Project is in the city of North Miami Beach, Florida.
- Off-site improvements including turn lanes, water/sewer main extensions or replacements, building or structural improvements, electrical, lighting, traffic signalization, telecommunications or other utility improvements of any kind beyond the project limits, or as depicted herein, shall be deemed as an Additional Service item and is not included in this proposal.
- An ERP from SFWMD is not included in this proposal.
- No environmental exploration, engineering or permitting of any kind is included in this proposal.
- Landscaping shall be limited to small, hearty, drought-resistant ground cover in southern end of the extended park area as well as any required street trees.
- Specifications shall be included on the design plans
- No modifications or alterations to any traffic signal is proposed under this proposal
- It is assumed that no traffic impact study of any kind shall be required for this project, since it has been properly vetted through the Miami-Dade County Public Works Department Traffic Division.

INFORMATION TO BE PROVIDED BY CLIENT

- Information to be provided by City includes the following:
- A letter from the property owner granting access to the site and giving approval for Consultant to perform the services listed above.
- Copies of all relevant data, including correspondence, plans or information in the City's possession which may be beneficial to the work effort performed by Consultant.
- An official CMB Purchase Order (P.O.) to commence with this work.

3150 SW 38th Ave., Suite 950
Miami, FL 33146
Office: +1 (786) 497-1500



SCHEDULE AND FEES

Consultant shall schedule work upon receipt of signed approval and shall provide construction documents, bidding assistance and construction inspection and administrative services in accordance with Agreement No.19-082-MC Professional Services Agreement for General Engineering Services.

The total lump sum fees for this project will be divided as follows:

<u>Task(s)</u>	<u>Task Description</u>	<u>Lump Sum Fees</u>	<u>Total Fees</u>
1	Topographical Survey - Longitude Surveyors	\$22,175.00	
	Site data collection and utility coordination	\$5,000.00	\$27,175.00
2	Construction Documents	\$21,500.00	\$21,500.00
3	Permitting & Approvals	\$7,500.00	\$7,500.00
4	Bidding Assistance	\$3,500.00	\$3,500.00
5	Limited Construction Administration Support Services	\$10,000.00	\$10,000.00
	GRAND TOTAL		\$69,675.00

Reimbursable expenses for mileage and report preparation have been included in the lump sum fees noted above. Additional reimbursable expenses requested by the Client outside of the items for the tasks above, including delivery of additional copies of items shall be invoiced as defined in our Professional Services Agreement for General Engineering Services

This proposal is based on our understanding of the requirements for engineering services as itemized under the anticipated tasks listed above. Accordingly, we reserve the right to modify this proposal due to any changes in scope.

Should you have any questions, please do not hesitate to contact me by e-mail at ymiguel@chenmoore.com.

Respectfully submitted,

CHEN MOORE AND ASSOCIATES
G. Benjamin Lehr, P.E.
Project Manager

Cc: Greg Mendez, P.E., Chen Moore and Associates
Jose L. Acosta, P.E., Chen Moore and Associates

ACCEPTED BY

Mario A. Diaz
City Manager

11/14/2024

Date

3150 SW 38th Ave., Suite 950
Miami, FL 33146
Office: +1 (786) 497-1500



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	GRAND TOTAL		\$69,675.00

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This proposal is based on our understanding of the requirements for engineering services as itemized under the anticipated tasks listed above. Accordingly, we reserve the right to modify this proposal due to any changes in scope.

Should you have any questions, please do not hesitate to contact me by e-mail at blehr@chenmoore.com.

Respectfully submitted,

CHEN MOORE AND ASSOCIATES
G. Benjamin Lehr, P.E.
Project Manager

Cc: Greg Mendez, P.E., Chen Moore and Associates
Jose L. Acosta, P.E., Chen Moore and Associates

ACCEPTED BY

Mario A. Diaz
City Manager

Date

3150 SW 38th Ave., Suite 950
Miami, FL 33146
Office: +1 (786) 497-1500



Exhibit A

Tuesday, February 27, 2024

Ms. Yulet Miguel, PE
Senior Engineer - Civil
ymiguel@chenmoore.com



500 West Cypress Creek Road, Suite 600
Fort Lauderdale, FL 33309
786.218.4858

RE: Surveying and Mapping services for the 'City of North Miami Beach – Traffic Calming Project' of Northeast 26 Avenue located in North Miami Beach, FL 33160.

Dear Ms. Miguel,

Pursuant to your request regarding a fee estimate for Surveying and Mapping services for the above-referenced project, LONGITUDE SURVEYORS, LLC (LS) is pleased to submit the following proposal for your consideration.

A. SCOPE OF WORK – TOPOGRAPHIC SURVEY:

- LS will show rights-of-way computing field evidence, plats, deeds, and other documentation relative to the project. Lot lines and ownership lines, inclusive of locations, bearings, and dimensions, within the survey limits will be shown graphically.
- LS will show any easements, covenants, restrictions, etc. that can be found on plats, deeds, and other public records relative to the project. However, without a Title Commitment or Title Search there is no guarantee that easements, covenants, restrictions, etc. will be shown on the survey.
- LS will establish horizontal and vertical control within the limits of the survey.
- The survey will be geo-referenced to the Florida State Plane Coordinate System based on the North American Datum of 1983/2011 (NAD83/11).
- Elevations will be referenced to the National Geodetic Vertical Datum of 1929 (NGVD29).
- LS will collect significant aboveground improvements including but not limited to; pavement, edge of pavement lines, pavement markings, curb and gutters, sidewalks, driveways (including material), fences and gates, hedges, catch basins, manholes, utility poles, utility boxes, fire hydrants, signs, and any other significant above-ground improvements and utilities within the survey limits.
- LS will locate trees and palms having a three (3) inch diameter or greater at breast height (DBH) or being six (6) feet in height or greater. Identification of trees and/or a tree table will not be provided.
- Elevations will be collected equivalent to a twenty-five (25) foot grid throughout the survey limits. Additional elevations will be collected sufficient to identify grade changes and features of interest within the survey limits.
- A Digital Terrain Model (DTM) of the resulting survey will NOT be provided.

B. SURVEY LIMITS:

The roadway of Northeast 26 Avenue from the centerline of Northeast 163 Street North to the curb return pf where Northeast 26 Avenue begins to turn to the East, located in North Miami Beach, FL 33160. Limits include the full width of the public right-of-way, extending approximately fifty (50) feet past the curb return of each intersecting roadway, as per the attached Exhibit.

C. DELIVERABLES:

LS will provide a digitally signed and sealed PDF and CAD of the resulting survey. Signed and sealed hardcopies can be provided upon request.

D. TIME & COST:

The total professional fee to complete the **Scope of Work** described herein shall be a lump sum of **\$22,175.00**. LS has estimated twenty-four (24) business days from the date of Notice to Proceed (NTP) to complete these tasks. Notice to Proceed (NTP) is considered effective twenty-four (24) hours after this proposal agreement has been executed and returned to the undersigned.



I agree that by signing below "I APPROVE AND ACCEPT" this proposal as a legal binding contract.

By: _____
(Authorized Signature)

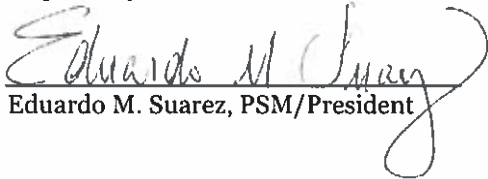
Date: _____

(Typed or printed name)

Title: _____

On behalf of the firm, I thank you for the opportunity to present this proposal. We look forward to utilizing our best professional efforts on your behalf on this very important project.

Respectfully Yours,


Eduardo M. Suarez, PSM/President



Legend

Exhibit
Approximate Survey Limits

500 ft

3150 SW 38th Ave., Suite 950
Miami, FL 33146
Office: +1 (786) 497-1500



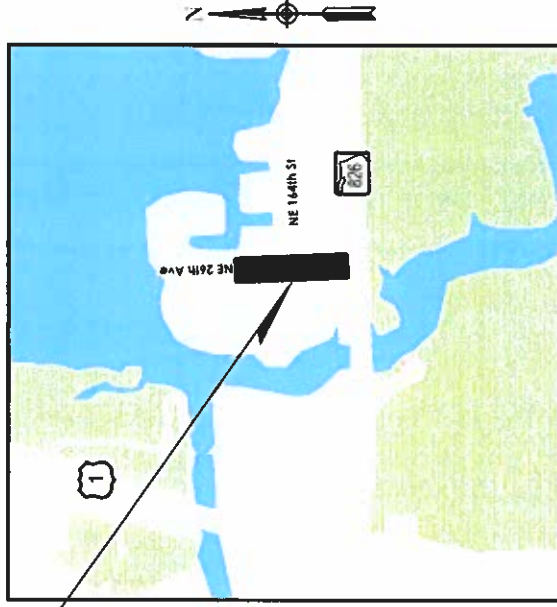
Exhibit B

NE 26TH AVE TRAFFIC CALMING STUDY

NORTH MIAMI BEACH, FLORIDA 33162

EXHIBIT - NOT FOR CONSTRUCTION

DATE OF ISSUE: 01/12/2024



PROJECT LOCATION

SHT #	DGW #	SHEET TITLE
1	C0.00	COVER SHEET
2	C1.01	QUANTITIES
3	C2.01	CONCEPTUAL LAYOUT



City of North Miami Beach
17011 NE 19th Avenue
North Miami Beach, FL 33162

AGENCY COMMISSION/COUNCIL

- | | |
|---------------------|------------------------|
| Evan S. Piper | Mayor |
| Jay R. Chernoff | Commissioner - Group 2 |
| Daniela Jean | Commissioner - Group 3 |
| Farluna Smukler | Commissioner - Group 4 |
| McKenzie Fleurimond | Commissioner - Group 5 |
| Phyllis Smith | Commissioner - Group 6 |
| Michael Joseph | Commissioner - Group 7 |

ADMINISTRATION/STAFF

- | | |
|-------------------|-----------------------|
| Mario A. Diaz | City Manager |
| Sam Zamacona E.I. | Public Works Director |



3150 SW 38th Avenue
Suite 950
Miami, FL, 33146
786.497.1500
www.chenmoore.com



Call 811 or visit sunshine811.com two full business days before digging to have buried facilities located and marked. Check positive response codes before you dig!

LOCATION MAP
N 13

PROJECT NUMBER	22-083.042
CLIENT PROJECT NUMBER	
DRAWING NUMBER	C0.00
	1 OF 3

TABLE OF QUANTITIES		
ITEM DESCRIPTION	QUANTITY	UNIT
W11-2 SIGN	10	EA
W16-9P SIGN	5	EA
W16-7PL SIGN	5	EA
SPEED FEED-BACK SIGN	2	EA
R2-1 SIGN	2	EA
4' CONCRETE SIDEWALK	183	SY
DETECTABLE WARNING PAD	4	EA
RAISED CROSSWALK	4	EA

EXHIBIT - NOT FOR CONSTRUCTION

PROJECT INFORMATION

NE 26TH AVE TRAFFIC CALMING STUDY
 NORTH MIAMI BEACH, FLORIDA 33162
 DRAWING TITLE

PROJECT NUMBER
22-083.040
 DATE OF ISSUE
01/12/2024
 DRAWING NUMBER

C1.01
2 OF 3

CLIENT

3150 SW 38th Avenue
 Suite 950
 Miami, FL, 33146
 786.497.1500
 www.chenmoore.com



ema
 chen moore and associates

QUANTITIES

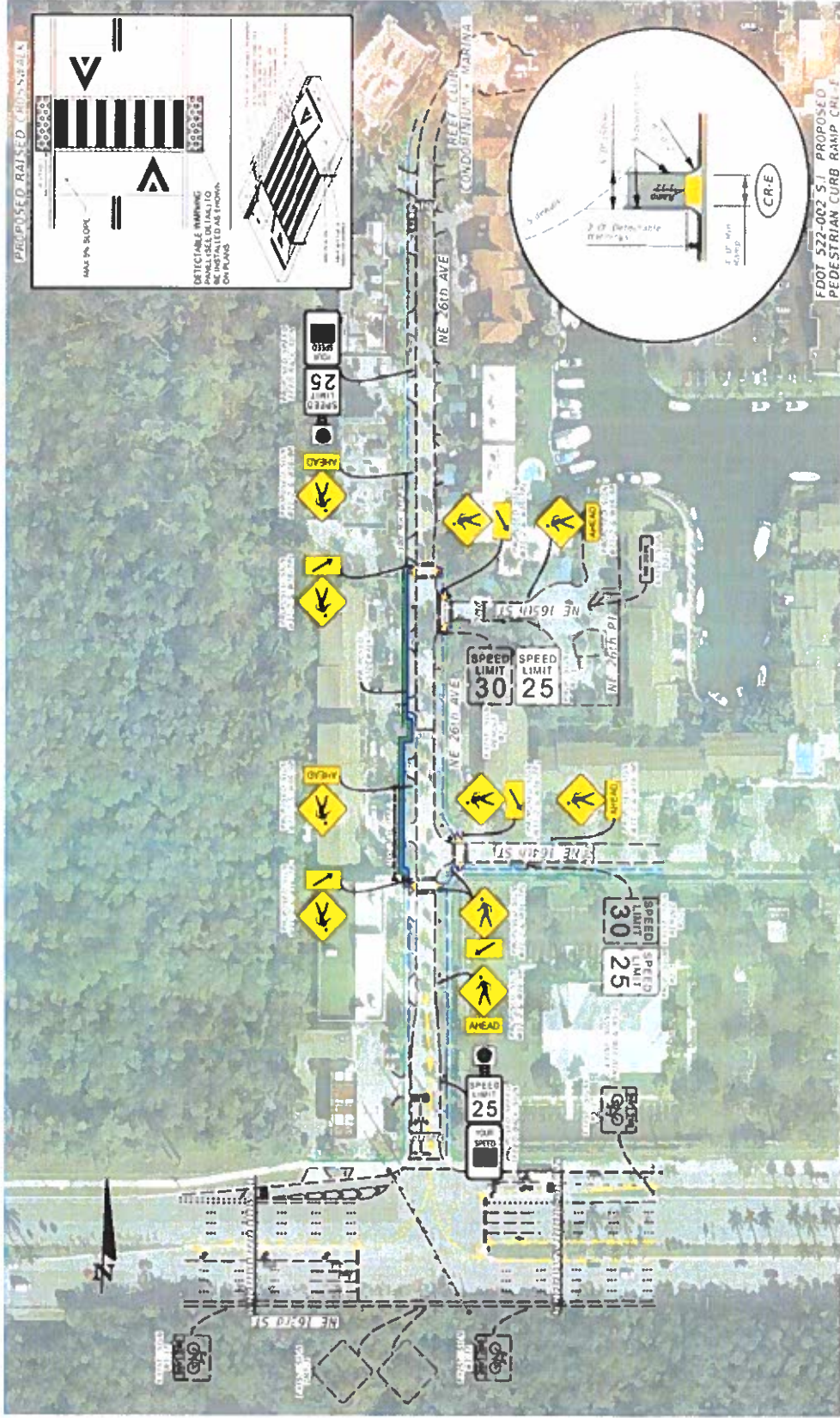


EXHIBIT - NOT FOR CONSTRUCTION

PROJECT NUMBER
22-083.040
 DATE OF ISSUE
01/12/2024
 DRAWING NUMBER
C2.01
 3 OF 3

PROJECT INFORMATION
NE 26TH AVE TRAFFIC CALMING STUDY
 NORTH MIAMI BEACH, FLORIDA 33162
 DRAWING TITLE
CONCEPTUAL LAYOUT



CLIENT
 3150 SW 38th Avenue
 Suite 950
 Miami, FL, 33146
 786.497.1500
 www.chenmoore.com



NE 26TH AVE TRAFFIC CALMING STUDY
ENGINEER'S OPINION OF PROBABLE COST (EOPC)



ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
ITEM NO. 1 - GENERAL CONDITIONS					
1- 1	PERFORMANCE AND PAYMENT GUARANTEE AND INSURANCE	1	LS	\$2,500.00	\$2,500.00
1- 2	MOBILIZATION	1	LS	\$7,500.00	\$7,500.00
1- 3	MAINTENANCE OF TRAFFIC	1	LS	\$3,000.00	\$3,000.00
1- 4	SURVEYING, STAKE-OUT, AND AS-BUILT DRAWINGS	1	LS	\$7,500.00	\$7,500.00
	SUBTOTAL				\$20,500

ITEM NO. 2 - DEMOLITION					
2- 1	REMOVE AND DISPOSE EXISTING SIGN	2	EA	\$250.00	\$500.00
	SUBTOTAL				\$500

ITEM NO. 3 - TRAFFIC CALMING MEASURES					
3- 1	FURNISH AND INSTALL SINGLE POST - 1 SIGN	2	EA	\$2,500.00	\$5,000.00
3- 1a	FURNISH AND INSTALL SINGLE POST - 2 SIGNS	10	EA	\$3,000.00	\$30,000.00
3- 2	FURNISH AND INSTALL SPEED FEED-BACK SIGN	2	EA	\$5,000.00	\$10,000.00
3- 3	FURNISH AND INSTALL 4" CONCRETE SIDEWALK	183	SY	\$70.00	\$12,810.00
3- 4	FURNISH AND INSTALL DETECTABLE WARNING PAD	4	EA	\$400.00	\$1,600.00
3- 5	FURNISH AND INSTALL RAISED CROSSWALK	3	EA	\$7,000.00	\$21,000.00
	SUBTOTAL				\$80,410

	TOTAL
TOTAL ESTIMATED CONSTRUCTION COST	
1 ITEM NO. 1 - GENERAL CONDITIONS	\$ 20,500.00
2 ITEM NO. 2 - DEMOLITION	\$ 500.00
3 ITEM NO. 3 - TRAFFIC CALMING MEASURES	\$ 80,410.00
PROJECT SUBTOTAL	\$ 101,410.00
CONTINGENCY (15%)	\$ 15,211.50
PROJECT TOTAL	\$ 116,621.50

This EOPC provided by ENGINEER is made on the basis of information available to ENGINEER and on the basis of ENGINEER's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor's methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from amounts of probable cost ENGINEER prepares.









Chen Moore & Associates - Task Order

Final Audit Report

2024-11-14

Created:	2024-11-14
By:	Ahsan Saleem (ahsan.saleem@citynmb.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAvTxk0je8OY8ZonRCscH0J7cpmXjJXQ2

"Chen Moore & Associates - Task Order" History

-  Document created by Ahsan Saleem (ahsan.saleem@citynmb.com)
2024-11-14 - 6:17:54 PM GMT
-  Document emailed to Sam Zamacona (samuel.zamacona@citynmb.com) for signature
2024-11-14 - 6:18:00 PM GMT
-  Email viewed by Sam Zamacona (samuel.zamacona@citynmb.com)
2024-11-14 - 6:27:00 PM GMT
-  Document e-signed by Sam Zamacona (samuel.zamacona@citynmb.com)
Signature Date: 2024-11-14 - 8:13:53 PM GMT - Time Source: server
-  Document emailed to Mario Diaz (mario.diaz@citynmb.com) for signature
2024-11-14 - 8:13:54 PM GMT
-  Email viewed by Mario Diaz (mario.diaz@citynmb.com)
2024-11-14 - 8:14:30 PM GMT
-  Document e-signed by Mario Diaz (mario.diaz@citynmb.com)
Signature Date: 2024-11-14 - 8:14:42 PM GMT - Time Source: server
-  Agreement completed.
2024-11-14 - 8:14:42 PM GMT

3150 SW 38th Ave., Suite 950
Miami, FL 33146
Office: +1 (786) 497-1500

Requisition #409



October 30, 2024

SENT VIA E-MAIL (samuel.zamacona@citynmb.com)

Sam Zamacona E.I.
Public Works Director
City of North Miami Beach
Public Works Department
17011 NE 19th Avenue,
North Miami Beach, FL 33162

**Subject: City of North Miami Beach – NE 180th Street Traffic Calming Design
Agreement No.19-082-MC Task Order #18
CMA Proposal No. 24-0083.P0001.006**

Dear Mr. Zamacona,

Chen Moore and Associates, Inc. (CMA) has prepared and submitted a Traffic study and recommendation of traffic calming measure(s) in this corridor, in accordance with the Interagency Agreement between MDC and the City. The City has also asked CMA to provide a conceptual design of a recommended traffic calming option for this corridor and an associated Engineer's Opinion of Probable Construction Cost (EOPCC). This proposal shall serve as the basis for the requested items herein.

As a result of the study, CMA will prepare Construction Documents to implement the recommended traffic calming devices. We are pleased to submit this Agreement for Professional Services and Scope of Services to provide all remaining civil engineering services for the above referenced project located in the neighborhood along NE 180th Street, in North Miami Beach, Florida.

PROJECT STAFFING

Our staff and team are ready and prepared to work on this project. Chen Moore staff project roles shall be as follows:

Principal – Peter Moore, P.E., President
Project Director - Jose L. Acosta, P.E., Vice President
Senior Project Manager – Gregory Mendez, P.E.

Engineering Staff includes the following:

- G. Benjamin Lehr, PE, Principal Engineer
- Andres Aristazabal, Senior Designer
- Eric Harrison, RLA, Senior Landscape Architect
- Stefan Bortak, RLA, CID, Certified irrigation Designer
- Jose McCray, Sr. Construction Specialist

Sub-consultants for this Project

- Land Surveying – Longitude Surveyors, LLC

chenmoore.com

CITT 2415

SCOPE OF SERVICES

The scope of services is as follows:

Task 1 – Site data collection and utility coordination

- Obtain Topographical survey via subconsultant, Longitude Surveyors.
- Obtain Sunshine 611 utility design ticket.
- Consultant shall review survey and/or as-built drawings from local utilities and field verify locations as per available accessibility.

Task 2 – Construction Documents

- Consultant shall review survey and/or as-built drawings from local utilities and field verify locations as per available accessibility.
- Consultant shall visit the site as necessary to become familiar with and/or document current site conditions.
- Consultant shall arrange and attend meetings with governmental permitting agencies or other authorities having jurisdiction as required regarding any pertinent regulatory requirements and limitations.
- Consultant shall examine and verify all existing site conditions as to their accuracy as depicted on the boundary survey.
- Attendance at up to two meetings with the Client.
- Design and plan preparation including the demolition, earthwork, paving, grading, drainage, water, signing and marking, landscaping, irrigation (if applicable), details, specifications and storm water pollution prevention plans.
- Pre-submittal meetings with related permitting agencies as necessary.
- Complete conflict data table with available information, if applicable.
- Update of the latest Opinion of Probable Cost for this stage of the design.
- Consultant shall prepare technical specifications for the civil engineering design components for use during bidding, aside from what will be included in the design documents (as needed)
- Consultant shall include all general notes, recommending any minimum requirements for a site contractor.

Task 3 – Permitting & Approvals

- Consultant shall prepare submittal packages and submit for government agency permits with the appropriate calculations and back-up to the following agencies:
- Miami-Dade County – Regulatory and Environmental Resources (RER) – Storm water
- Miami-Dade County Public Works – Traffic Engineering Division
- Miami-Dade County Fire Department
- City of North Miami Beach Public Works
- City of North Miami Beach Utilities
- Tree Removal permit (only if required) with Miami-Dade County RER Tree Section
- Consultant shall revise plans and coordinate permit resubmittals.

Task 4 – Bidding Assistance

- Attendance at a pre-bid meeting
- Prepare responses to questions from bidders for the scope of work in this proposal.
- Review bids to assist in selecting a qualified contractor.

Task 5 – Limited Construction Administration Support Services – Consultant shall perform the following:

- Consultant shall attend one pre-construction meeting, as arranged by the client.
- Consultant shall perform all required shop drawing reviews as they relate to the improvements designed and permitted under this scope of services.
- Consultant shall respond to requests for information (RFIs) during both the bid and construction phases.
- Provide general weekly observation of the work and verification of system testing for the civil engineering. Field reports will be issued to Client on a weekly basis on the week of the field visit. Consultant shall attend scheduled inspections. Contractor shall notify the consultant at least 48 hours in advance of any scheduled inspections.
- Coordination of certification/site close out packages for the following agencies: Miami-Dade County Public Works – Traffic Engineering Division, Miami-Dade County RER, and the City of North Miami Beach.

BASIS OF SCOPE

- The basis for the above scope of services and associated fee(s) are based on the following:
- Project shall be completed in one phase.
- Investigation and design of offsite facilities and improvements are only included as directly related to the base scope of services of this project.
- The Project is in the city of North Miami Beach, Florida.
- Off-site improvements including turn lanes, water/sewer main extensions or replacements, building or structural improvements, electrical, lighting, traffic signalization, telecommunications or other utility improvements of any kind beyond the project limits, or as depicted herein, shall be deemed as an Additional Service item and is not included in this proposal.
- An ERP from SFWMD is not included in this proposal.
- No environmental exploration, engineering or permitting of any kind is included in this proposal.
- Landscaping shall be limited to small, hearty, drought-resistant ground cover in southern end of the extended park area as well as any required street trees.
- Specifications shall be included on the design plans
- No modifications or alterations to any traffic signal is proposed under this proposal
- It is assumed that no traffic impact study of any kind shall be required for this project, since it has been properly vetted through the Miami-Dade County Public Works Department Traffic Division.

INFORMATION TO BE PROVIDED BY CLIENT

- Information to be provided by City includes the following:
- A letter from the property owner granting access to the site and giving approval for Consultant to perform the services listed above.
- Copies of all relevant data, including correspondence, plans or information in the City's possession which may be beneficial to the work effort performed by Consultant.
- An official CMB Purchase Order (P.O.) to commence with this work.

3150 SW 38th Ave., Suite 950
Miami, FL 33146
Office: +1 (786) 497-1500



Exhibit A



Tuesday, February 27, 2024

Ms. Yulet Miguel, PE
Senior Engineer - Civil
ymiguel@chenmoore.com



500 West Cypress Creek Road, Suite 600
Fort Lauderdale, FL 33309
786.218.4858

RE: Surveying and Mapping services for the 'City of North Miami Beach – Traffic Calming Project' of Northeast 180 Street located in North Miami Beach, FL 33162.

Dear Ms. Miguel,

Pursuant to your request regarding a fee estimate for Surveying and Mapping services for the above-referenced project, LONGITUDE SURVEYORS, LLC (LS) is pleased to submit the following proposal for your consideration.

A. SCOPE OF WORK – TOPOGRAPHIC SURVEY:

- LS will show rights-of-way computing field evidence, plats, deeds, and other documentation relative to the project. Lot lines and ownership lines, inclusive of locations, bearings, and dimensions, within the survey limits will be shown graphically.
- LS will show any easements, covenants, restrictions, etc. that can be found on plats, deeds, and other public records relative to the project. However, without a Title Commitment or Title Search there is no guarantee that easements, covenants, restrictions, etc. will be shown on the survey.
- LS will establish horizontal and vertical control within the limits of the survey.
- The survey will be geo-referenced to the Florida State Plane Coordinate System based on the North American Datum of 1983/2011 (NAD83/11).
- Elevations will be referenced to the National Geodetic Vertical Datum of 1929 (NGVD29).
- LS will collect significant aboveground improvements including but not limited to; pavement, edge of pavement lines, pavement markings, sidewalks, driveways (including material), fences and gates, light poles, hedges, catch basins, manholes, utility poles, utility boxes, fire hydrants, utility poles, signs, and any other significant above-ground improvements and utilities within the survey limits.
- LS will locate trees and palms having a three (3) inch diameter or greater at breast height (DBH) or being six (6) feet in height or greater. Identification of trees and/or a tree table will not be provided.
- Elevations will be collected equivalent to a twenty-five (25) foot grid throughout the survey limits. Additional elevations will be collected sufficient to identify grade changes and features of interest within the survey limits.
- A Digital Terrain Model (DTM) of the resulting survey will NOT be provided.

B. SURVEY LIMITS:

The roadway of Northeast 180 Street from the intersection of Northeast 12 Avenue to the intersection of Northeast 14 Avenue, located in North Miami Beach, FL 33162. Limits include the full width of the public right-of-way, extending approximately fifty (50) feet past the curb return of each intersecting roadway, as per the attached Exhibit.

C. DELIVERABLES:

LS will provide a digitally signed and sealed PDF and CAD of the resulting survey. Signed and sealed hardcopies can be provided upon request.

D. TIME & COST:

The total professional fee to complete the **Scope of Work** described herein shall be a lump sum of **\$17,500.00**. LS has estimated **twenty (20) business days** from the date of Notice to Proceed (NTP) to complete these tasks. Notice to Proceed (NTP) is considered effective twenty-four (24) hours after this proposal agreement has been executed and returned to the undersigned.



I agree that by signing below "I APPROVE AND ACCEPT" this proposal as a legal binding contract.

By: _____
(Authorized Signature)

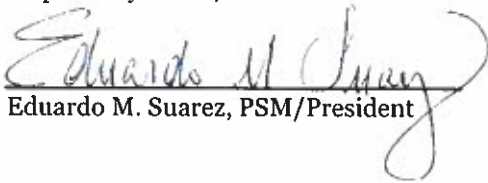
Date: _____

(Typed or printed name)

Title: _____

On behalf of the firm, I thank you for the opportunity to present this proposal. We look forward to utilizing our best professional efforts on your behalf on this very important project.

Respectfully Yours,


Eduardo M. Suarez, PSM/President



Exhibit

Approximate Survey Limits

Legend

3150 SW 38th Ave., Suite 950
Miami, FL 33146
Office: +1 (786) 497-1500



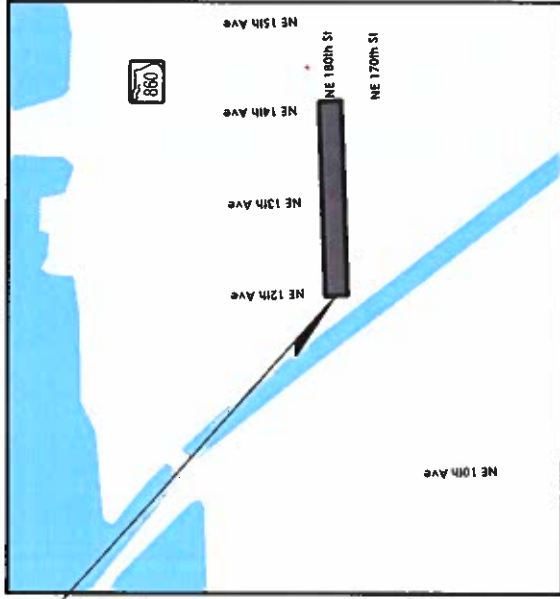
Exhibit B

NE 180TH ST TRAFFIC CALMING STUDY

NORTH MIAMI BEACH, FLORIDA 33162

EXHIBIT - NOT FOR CONSTRUCTION

DATE OF ISSUE: 01/12/2024



SHT #	DGW #	SHEET TITLE
1	C0.00	COVER SHEET
2	C1.01	QUANTITIES
3	C2.01	CONCEPTUAL LAYOUT



City of North Miami Beach
17011 NE 19th Avenue
North Miami Beach, FL 33162

AGENCY COMMISSION/COUNCIL

- | | |
|---------------------|------------------------|
| Evan S. Piper | Mayor |
| Jay R. Chernoff | Commissioner - Group 2 |
| Daniela Jean | Commissioner - Group 3 |
| Fortuna Smukler | Commissioner - Group 4 |
| McKenzie Fleurimond | Commissioner - Group 5 |
| Phyllis Smith | Commissioner - Group 6 |
| Michael Joseph | Commissioner - Group 7 |

ADMINISTRATION/STAFF

- | | |
|-------------------|-----------------------|
| Mario A. Diaz | City Manager |
| Sam Zamacona E.I. | Public Works Director |



chen moore and associates
3150 SW 38th Avenue
Suite 950
Miami, FL, 33146
786.497.1500
www.chenmoore.com



Call 811 or visit sunshine811.com two full business days before digging to have buried facilities located and marked. Check positive response codes before you dig!

PROJECT NUMBER
22-083,042

CLIENT PROJECT NUMBER

DRAWING NUMBER

C0.00

1 OF 3

TABLE OF QUANTITIES		
ITEM DESCRIPTION	QUANTITY	UNIT
W16-9P SIGN	4	EA
W16-7PL SIGN	4	EA
W17-1 SIGN	8	EA
R2-1 SIGN	2	EA
SPEED HUMP (INCLUSIVE OF ADVANCE WARNING MARKING)	2	EA

EXHIBIT - NOT FOR CONSTRUCTION

PROJECT INFORMATION

NE 180TH ST TRAFFIC CALMING STUDY
 NORTH MIAMI BEACH, FLORIDA 33162
 DRAWING TITLE

PROJECT NUMBER
 22-083.041
 DATE OF ISSUE
 01/12/2024
 DRAWING NUMBER

C1.01
 2 OF 3

CLIENT

3150 SW 38th Avenue
 Suite 950
 Miami, FL 33146
 786.497.1500
 www.chenmoore.com



QUANTITIES



EXHIBIT - NOT FOR CONSTRUCTION

PROJECT NUMBER
22-083.041
DATE OF ISSUE
01/12/2024
DRAWING NUMBER
C2.01
 3 OF 3

PROJECT INFORMATION
NE 180TH ST TRAFFIC CALMING STUDY
 NORTH MIAMI BEACH, FLORIDA 33162
DRAWING TITLE
CONCEPTUAL LAYOUT



CLIENT
 3150 SW 38th Avenue
 Suite 950
 Miami, FL 33146
 786.497.1500
 www.chenmoore.com



NE 180TH STREET TRAFFIC CALMING STUDY
ENGINEER'S OPINION OF PROBABLE COST (EOPC)



ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
ITEM NO. 1 - GENERAL CONDITIONS					
1- 1	PERFORMANCE AND PAYMENT GUARANTEE AND INSURANCE	1	LS	\$2,000.00	\$2,000.00
1- 2	MOBILIZATION	1	LS	\$5,000.00	\$5,000.00
1- 3	MAINTENANCE OF TRAFFIC	1	LS	\$2,000.00	\$2,000.00
1- 4	SURVEYING, STAKE-OUT, AND AS-BUILT DRAWINGS	1	LS	\$7,500.00	\$7,500.00
	SUBTOTAL			\$16,500.00	

ITEM NO. 2 - TRAFFIC CALMING MEASURES					
3- 1	FURNISH AND INSTALL SINGLE POST - 1 SIGN	2	EA	\$2,500.00	\$5,000.00
3- 1A	FURNISH AND INSTALL SINGLE POST - 2 SIGNS	8	EA	\$3,000.00	\$24,000.00
3- 2	FURNISH AND INSTALL SPEED HUMP (INCLUSIVE OF ADVANCED WARNING MARKINGS)	2	EA	\$1,500.00	\$3,000.00
	SUBTOTAL			\$32,000.00	

TOTAL ESTIMATED CONSTRUCTION COST		TOTAL
1	ITEM NO. 1 - GENERAL CONDITIONS	\$ 16,500.00
2	ITEM NO. 2 - TRAFFIC CALMING MEASURES	\$ 32,000.00
	PROJECT SUBTOTAL	\$ 48,500.00
	CONTINGENCY (15%)	\$ 7,275.00
	PROJECT TOTAL	\$ 55,775.00

This EOPC provided by ENGINEER is made on the basis of information available to ENGINEER and on the basis of ENGINEER'S experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor's methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares.

CIT 2404

Requisition # 517

Vendor # 493161

3150 SW 38th Ave., Suite 950
Miami, FL 33146
Office: +1 (786) 497-1500



November 12, 2024

SENT VIA E-MAIL (samuel.zamacona@citynmb.com)

Sam Zamacona E.I.
Public Works Director
City of North Miami Beach
Public Works Department
17011 NE 19th Avenue,
North Miami Beach, FL 33162

**Subject: City of North Miami Beach – NE 168th St from NE 6th Ct to NE 8th Ave (Pan Uleta)
Agreement No.19-082-MC Task Order #16
CMA Proposal No. 24-0083.P0001.005**

Dear Mr. Zamacona,

Chen Moore and Associates, Inc. (CMA) has prepared and submitted a Traffic study and recommendation of traffic calming measure(s) in this corridor, in accordance with the Interagency Agreement between MDC and the City. The City has also asked CMA to provide a conceptual design of a recommended traffic calming option for this corridor and an associated Engineer's Opinion of Probable Construction Cost (EOPCC). This proposal shall serve as the basis for the requested items herein.

As a result of the study, CMA will prepare Construction Documents to implement the recommended traffic calming devices. We are pleased to submit this Agreement for Professional Services and Scope of Services to provide all remaining civil engineering services for the above referenced project located in the Pan Uleta neighborhood to the immediate north of NE 168th Street between NE 6th Ct and NE 8th Ave, in North Miami Beach, Florida.

PROJECT STAFFING

Our staff and team are ready and prepared to work on this project. Chen Moore staff project roles shall be as follows:

Principal – Peter Moore, P.E., President
Project Director - Jose L. Acosta, P.E., Vice President
Senior Project Manager – Gregory Mendez, P.E.

Engineering Staff includes the following:

- G. Benjamin Lehr, PE, Principal Engineer
- Andres Aristazabal, Senior Designer
- Eric Harrison, RLA, Senior Landscape Architect
- Stefan Bortak, RLA, CID, Certified irrigation Designer
- Jose McCray, Sr. Construction Specialist

chenmoore.com

3150 SW 38th Ave., Suite 950
Miami, FL 33146
Office: +1 (786) 497-1500



Sub-consultants for this Project

- Land Surveying – Longitude Surveyors, LLC
-

SCOPE OF SERVICES

The scope of services is as follows:

Task 1 – Site data collection and utility coordination

- Obtain Topographical survey via subconsultant, Longitude Surveyors.
- Obtain Sunshine 611 utility design ticket.
- Consultant shall review survey and/or as-built drawings from local utilities and field verify locations as per available accessibility.

Task 2 – Construction Documents

- Consultant shall review survey and/or as-built drawings from local utilities and field verify locations as per available accessibility.
- Consultant shall visit the site as necessary to become familiar with and/or document current site conditions.
- Consultant shall arrange and attend meetings with governmental permitting agencies or other authorities having jurisdiction as required regarding any pertinent regulatory requirements and limitations.
- Consultant shall examine and verify all existing site conditions as to their accuracy as depicted on the boundary survey.
- Attendance at up to two meetings with the Client.
- Design and plan preparation including the demolition, earthwork, paving, grading, drainage, water, signing and marking, landscaping, irrigation (if applicable), details, specifications and storm water pollution prevention plans.
- Pre-submittal meetings with related permitting agencies as necessary.
- Complete conflict data table with available information, if applicable.
- Update of the latest Opinion of Probable Cost for this stage of the design.
- Consultant shall prepare technical specifications for the civil engineering design components for use during bidding, aside from what will be included in the design documents (as needed)
- Consultant shall include all general notes, recommending any minimum requirements for a site contractor.

Task 3 – Permitting & Approvals

- Consultant shall prepare submittal packages and submit for government agency permits with the appropriate calculations and back-up to the following agencies:
- Miami-Dade County – Regulatory and Environmental Resources (RER) – Storm water
- Miami-Dade County Public Works – Traffic Engineering Division
- Miami-Dade County Fire Department
- City of North Miami Beach Public Works
- City of North Miami Beach Utilities
- Tree Removal permit (only if required) with Miami-Dade County RER Tree Section
- Consultant shall revise plans and coordinate permit resubmittals.

3150 SW 38th Ave., Suite 950
Miami, FL 33146
Office: +1 (786) 497-1500



Task 4 – Bidding Assistance

- Attendance at a pre-bid meeting
- Prepare responses to questions from bidders for the scope of work in this proposal.
- Review bids to assist in selecting a qualified contractor.

Task 5 – Limited Construction Administration Support Services – Consultant shall perform the following:

- Consultant shall attend one pre-construction meeting, as arranged by the client.
- Consultant shall perform all required shop drawing reviews as they relate to the improvements designed and permitted under this scope of services.
- Consultant shall respond to requests for information (RFIs) during both the bid and construction phases.
- Provide general weekly observation of the work and verification of system testing for the civil engineering. Field reports will be issued to Client on a weekly basis on the week of the field visit. Consultant shall attend scheduled inspections. Contractor shall notify the consultant at least 48 hours in advance of any scheduled inspections.
- Coordination of certification/site close out packages for the following agencies: Miami-Dade County Public Works – Traffic Engineering Division, Miami-Dade County RER, and the City of North Miami Beach.

BASIS OF SCOPE

- The basis for the above scope of services and associated fee(s) are based on the following:
- Project shall be completed in one phase.
- Investigation and design of offsite facilities and improvements are only included as directly related to the base scope of services of this project.
- The Project is in the city of North Miami Beach, Florida.
- Off-site improvements including turn lanes, water/sewer main extensions or replacements, building or structural improvements, electrical, lighting, traffic signalization, telecommunications or other utility improvements of any kind beyond the project limits, or as depicted herein, shall be deemed as an Additional Service item and is not included in this proposal.
- An ERP from SFWMD is not included in this proposal.
- No environmental exploration, engineering or permitting of any kind is included in this proposal.
- Landscaping shall be limited to small, hearty, drought-resistant ground cover in southern end of the extended park area as well as any required street trees.
- Specifications shall be included on the design plans
- No modifications or alterations to any traffic signal is proposed under this proposal
- It is assumed that no traffic impact study of any kind shall be required for this project, since it has been properly vetted through the Miami-Dade County Public Works Department Traffic Division.

INFORMATION TO BE PROVIDED BY CLIENT

- Information to be provided by City includes the following:
- A letter from the property owner granting access to the site and giving approval for Consultant to perform the services listed above.
- Copies of all relevant data, including correspondence, plans or information in the City's possession which may be beneficial to the work effort performed by Consultant.
- An official CMB Purchase Order (P.O.) to commence with this work.

3150 SW 38th Ave., Suite 950
Miami, FL 33146
Office: +1 (786) 497-1500



SCHEDULE AND FEES

Consultant shall schedule work upon receipt of signed approval and shall provide construction documents, bidding assistance and construction inspection and administrative services in accordance with Agreement No.19-082-MC Professional Services Agreement for General Engineering Services.

The total lump sum fees for this project will be divided as follows:

Task(s)	Task Description	Lump Sum Fees	Total Fees
1	Topographical Survey - Longitude Surveyors	\$20,300.00	
	Site data collection and utility coordination	\$5,400.00	\$25,700.00
2	Construction Documents	\$20,840.00	\$20,840.00
3	Permitting & Approvals	\$7,500.00	\$7,500.00
4	Bidding Assistance	\$3,500.00	\$3,500.00
5	Limited Construction Administration Support Services	\$10,000.00	\$10,000.00
	SUBTOTAL	\$67,540.00	\$67,540.00

Reimbursable expenses for mileage and report preparation have been included in the lump sum fees noted above. Additional reimbursable expenses requested by the Client outside of the items for the tasks above, including delivery of additional copies of items shall be invoiced as defined in our Professional Services Agreement for General Engineering Services

This proposal is based on our understanding of the requirements for engineering services as itemized under the anticipated tasks listed above. Accordingly, we reserve the right to modify this proposal due to any changes in scope.

Should you have any questions, please do not hesitate to contact me by e-mail at blehr@chenmoore.com.

Respectfully submitted,

CHEN MOORE AND ASSOCIATES
G. Benjamin Lehr, P.E.
Project Manager

Cc: Greg Mendez, P.E., Chen Moore and Associates
Jose L. Acosta, P.E., Chen Moore and Associates

ACCEPTED BY

Mario A. Diaz
City Manager

Date

3150 SW 38th Ave., Suite 950
Miami, FL 33146
Office: +1 (786) 497-1500



Exhibit A



Tuesday, February 27, 2024

Ms. Yulet Miguel, PE
Senior Engineer - Civil
ymiguel@chenmoore.com



500 West Cypress Creek Road, Suite 600
Fort Lauderdale, FL 33309
786.218.4858

RE: Surveying and Mapping services for the 'City of North Miami Beach – Traffic Calming Project' of Northeast 168 Street located in North Miami Beach, FL 33162.

Dear Ms. Miguel,

Pursuant to your request regarding a fee estimate for Surveying and Mapping services for the above-referenced project, LONGITUDE SURVEYORS, LLC (LS) is pleased to submit the following proposal for your consideration.

A. SCOPE OF WORK – TOPOGRAPHIC SURVEY:

- LS will show rights-of-way computing field evidence, plats, deeds, and other documentation relative to the project. Lot lines and ownership lines, inclusive of locations, bearings, and dimensions, within the survey limits will be shown graphically.
- LS will show any easements, covenants, restrictions, etc. that can be found on plats, deeds, and other public records relative to the project. However, without a Title Commitment or Title Search there is no guarantee that easements, covenants, restrictions, etc. will be shown on the survey.
- LS will establish horizontal and vertical control within the limits of the survey.
- The survey will be geo-referenced to the Florida State Plane Coordinate System based on the North American Datum of 1983/2011 (NAD83/11).
- Elevations will be referenced to the National Geodetic Vertical Datum of 1929 (NGVD29).
- LS will collect significant aboveground improvements including but not limited to; pavement, edge of pavement lines, pavement markings, sidewalks, driveways (including material), fences and gates, light poles, hedges, catch basins, manholes, utility poles, utility boxes, fire hydrants, signs, and any other significant above-ground improvements and utilities within the survey limits.
- LS will locate trees and palms having a three (3) inch diameter or greater at breast height (DBH) or being six (6) feet in height or greater. Identification of trees and/or a tree table will not be provided.
- Elevations will be collected equivalent to a twenty-five (25) foot grid throughout the survey limits. Additional elevations will be collected sufficient to identify grade changes and features of interest within the survey limits.
- A Digital Terrain Model (DTM) of the resulting survey will NOT be provided.

B. SURVEY LIMITS:

The roadway of Northeast 169 Street from the intersection of Northeast 8 Avenue, West to Northeast 6 Court, then South on Northeast 6 Court which turns to the East and becomes Northeast 168 Street, located in North Miami Beach, FL 33162. Limits include the full width of the public right-of-way, extending approximately fifty (50) feet past the curb return of each intersecting roadway, as per the attached Exhibit.

C. DELIVERABLES:

LS will provide a digitally signed and sealed PDF and CAD of the resulting survey. Signed and sealed hardcopies can be provided upon request.

D. TIME & COST:

The total professional fee to complete the **Scope of Work** described herein shall be a lump sum of **\$20,300.00**. LS has estimated **twenty-two (22) business days** from the date of Notice to Proceed (NTP) to complete these tasks. Notice to Proceed (NTP) is considered effective twenty-four (24) hours after this proposal agreement has been executed and returned to the undersigned.



I agree that by signing below "I APPROVE AND ACCEPT" this proposal as a legal binding contract.

By: _____
(Authorized Signature)

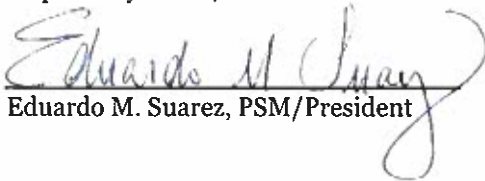
Date: _____

(Typed or printed name)

Title: _____

On behalf of the firm, I thank you for the opportunity to present this proposal. We look forward to utilizing our best professional efforts on your behalf on this very important project.

Respectfully Yours,


Eduardo M. Suarez, PSM/President

Exhibit

Approximate Survey limits

Legend



3150 SW 38th Ave., Suite 950
Miami, FL 33146
Office: +1 (786) 497-1500



Exhibit B

NE 168TH ST TRAFFIC CALMING STUDY

NORTH MIAMI BEACH, FLORIDA 33162

EXHIBIT - NOT FOR CONSTRUCTION

DATE OF ISSUE: 01/12/2024



PROJECT LOCATION

SHT #	DGW #	SHEET TITLE
1	C0.00	COVER SHEET
2	C1.01	QUANTITIES
3	C2.01	CONCEPTUAL LAYOUT



City of North Miami Beach
17011 NE 19th Avenue
North Miami Beach, FL 33162

AGENCY COMMISSION/COUNCIL

- | | |
|--------------------|------------------------|
| Evan S. Piper | Mayor |
| Jay R. Chernoff | Commissioner - Group 2 |
| Daniëla Jean | Commissioner - Group 3 |
| Fortuna Smukler | Commissioner - Group 4 |
| McKenzie Fleutmond | Commissioner - Group 5 |
| Phyllis Smith | Commissioner - Group 6 |
| Michael Joseph | Commissioner - Group 7 |

ADMINISTRATION/STAFF

- | | |
|-------------------|-----------------------|
| Mario A. Diaz | City Manager |
| Sam Zamacona E.I. | Public Works Director |



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Suite 950
Miami, FL, 33146
786.497.1500
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Call 811 or visit sunshine811.com two full business days before digging to have buried facilities located and marked. Check positive response codes before you dig!

SECTION 17: TOWNSHIP 25S, RANGE 42E
LOCATION MAP
N 15

PROJECT NUMBER	22-083-042
CLIENT PROJECT NUMBER	
DRAWING NUMBER	C0.00

TABLE OF QUANTITIES

ITEM DESCRIPTION	QUANTITY	UNIT
W11-2 SIGN	4	EA
W17-1 SIGN	8	EA
R6-4 SIGN	4	EA
R1-2 SIGN	4	EA
W16-9P SIGN	8	EA
W16-7PL SIGN	8	LF
W2-6 SIGN	4	EA
W1-6L SIGN	1	EA
OM1-1 SIGN	3	EA
12" WHITE PAVEMENT MARKING	225	LF
24" WHITE PAVEMENT MARKING	175	LF
6" YELLOW PAVEMENT MARKING	190	LF
4" CONCRETE SIDEWALK	48	SY
TYPE 'D' CURB	160	LF
DETECTABLE WARNING	8	EA
TRAFFIC CIRCLE (INCLUSIVE OF PAVERS, TYPE 'A' CURB, AND SOD)	1	EA
SPEED HUMPS (INCLUSIVE OF ADVANCE WARNING MARKING)	2	EA
CURVE PROTECTION (INCLUSIVE OF GUARD RAIL AND SCREENING)	60	LF

LEGEND

(A) PROP. R6-4 SIGN
(B) PROP. R1-2 SIGN
(C) PROP. W11-2 & W16-7PL SIGNS
(D) PROP. W2-6 & W16-9P SIGNS
(E) PROP. W17-1 & W16-7PL SIGNS
(F) PROP. W17-1 & W16-9P SIGNS
(G) PROP. (3) OM1-1 & W1-6L SIGNS

EXHIBIT - NOT FOR CONSTRUCTION

PROJECT INFORMATION

NE 168TH ST TRAFFIC CALMING STUDY
 NORTH MIAMI BEACH, FLORIDA 33162
 DRAWING TITLE

PROJECT NUMBER
23-083.043

DATE OF ISSUE
01/12/2024

DRAWING NUMBER
C1.01

2 OF 3

CLIENT



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 Miami, FL, 33146
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Chen Moore and Associates

QUANTITIES



EXHIBIT - NOT FOR CONSTRUCTION

PROJECT INFORMATION

NE 168TH ST TRAFFIC CALMING STUDY
 NORTH MIAMI BEACH, FLORIDA 33162
 DRAWING TITLE

PROJECT NUMBER
 23-083.043
 DATE OF ISSUE
 01/12/2024
 DRAWING NUMBER

C2.01
 3 OF 3

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ema
 chen moore and associates

NE 168TH STREET TRAFFIC CALMING STUDY
ENGINEER'S OPINION OF PROBABLE COST (EOPC)



ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
ITEM NO. 1 - GENERAL CONDITIONS					
1-1	PERFORMANCE AND PAYMENT GUARANTEE AND INSURANCE	1	LS	\$5,000.00	\$5,000.00
1-2	MOBILIZATION	1	LS	\$15,000.00	\$15,000.00
1-3	MAINTENANCE OF TRAFFIC	1	LS	\$7,000.00	\$7,000.00
1-4	SURVEYING, STAKE-OUT, AND AS-BUILT DRAWINGS	1	LS	\$10,000.00	\$10,000.00
	SUBTOTAL				\$37,000
ITEM NO. 2 - TRAFFIC CALMING MEASURES					
2-1	FURNISH AND INSTALL SINGLE POST SIGN - 1 SIGN	12	EA	\$2,500.00	\$30,000.00
2-1A	FURNISH AND INSTALL SINGLE POST SIGN - 2 SIGN	16	EA	\$3,000.00	\$48,000.00
2-2	FURNISH AND PLACE 12-INCH SOLID WHITE THERMOPLASTIC	175	LF	\$3.00	\$525.00
2-3	FURNISH AND PLACE 24-INCH SOLID WHITE THERMOPLASTIC	225	LF	\$6.00	\$1,350.00
2-4	FURNISH AND PLACE 6-INCH SOLID YELLOW THERMOPLASTIC	190	LF	\$2.00	\$380.00
2-5	FURNISH AND INSTALL 4" CONCRETE SIDEWALK	48	SY	\$70.00	\$3,360.00
2-6	FURNISH AND INSTALL TYPE 'D' CURB	160	LF	\$32.50	\$5,200.00
2-7	FURNISH AND INSTALL DETECTABLE WARNING PAD	8	EA	\$400.00	\$3,200.00
2-8	FURNISH AND INSTALL TRAFFIC CIRCLE (INCLUSIVE OF PAVERS, TYPE 'A' CURB, AND SOD)	1	EA	\$13,000.00	\$13,000.00
2-9	FURNISH AND INSTALL SPEED HUMP (INCLUSIVE OF ADVANCED WARNING MARKINGS)	2	EA	\$1,500.00	\$3,000.00
2-10	FURNISH AND INSTALL CURVE PROTECTION (INCLUSIVE OF GUARD RAIL AND SCREENING)	60	LF	\$40.00	\$2,400.00
	SUBTOTAL				\$110,415

TOTAL ESTIMATED CONSTRUCTION COST		TOTAL
1	ITEM NO. 1 - GENERAL CONDITIONS	\$ 37,000.00
2	ITEM NO. 2 - TRAFFIC CALMING MEASURES	\$ 110,415.00
	PROJECT SUBTOTAL	\$ 147,415.00
	CONTINGENCY (15%)	\$ 22,112.25
	PROJECT TOTAL	\$ 169,527.25

This EOPC provided by ENGINEER is made on the basis of information available to ENGINEER and on the basis of ENGINEER's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor's methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares.



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

MEMORANDUM

TO: The Honorable Mayor and Commission
FROM: Samuel Zamacona E.I., Public Works Director
VIA: Mario Diaz, City Manager
Shereece George, Chief Procurement Officer
DATE: November 25, 2024
RE: Resolution No. R2025-xx to Approve a Task Order for Engineering Services for Design of Traffic Calming Projects

On September 2024, the City Commission approved the FY25 Budget which included approximately \$3,250,315 Citywide Traffic Calming projects. Staff requests approval of task orders to Chen Moore & Associates for \$470,455.00 for the Design of seven traffic calming projects.

The traffic calming projects support the city's strategic plan for safe streets by reducing speeding and accidents. These projects were identified through various means: resident complaints, Police Department observations and traffic studies.

Please reference project details below:

Requisition # 517: (\$470,455 for Design) – Pan Uleta – 651 NE 168th Streets

- **Project Name:** Traffic Calming – Pan Uleta 651st NE 168th Streets
- **CIP Project No.:** NMB-F24-013
- **Scope of Work:** Design of Mini Roundabout
- **Budget (Design):** \$220,000 (LOGT, Approved in FY25 CIP Budget)
- **Benefit:** Reduce Speeding + Accident Occurrence
- **Background:** Study completed in FY24; Design approved FY25 CIP Budget. Construction FY26
- **Schedule:** Planning & Design 08/01/24 – 5/28/25, Bidding 06/03/25-09/03/25 and Construction 10/01/25-05/01/26 (pending approval of FY26 Budget).



Requisition # 412: (\$69,675 for Design) - NE 163rd-165th St & 26th Ave

- **Project Name:** Traffic Calming - NE 165 ST and NE 26 AVE
- **CIP Project No.:** NMB-FY24-015
- **Scope of Work:**
 - Installation of a high visibility- raised mid-block crosswalk near the NE 26th Ave. and NE 165th Street intersection
 - Electronic speed feedback signs (ESFS) north of NE 165th St and north of NE 163rd Streets. Install 25 MPH Speed Signs.
 - Sidewalk along the west side of the section of 26th Ave from 165th Street to 163rd Street.
- **Budget (Design + Construction):** \$179,675 (CITT + LOGT, Approved in FY25 CIP Budget)
- **Benefit:** Reduce Speeding + Accident Occurrence + Pedestrian Safety
- **Background:** Study completed in FY24, Design and Construction approved FY25 CIP Budget.
- **Schedule:** Planning & Design 08/01/24 – 2/28/25, Bidding 03/03/25-07/03/25 and Construction 07/09/25-12/30/25. Electronic speed feedbacks signs pending FY26 approved budget.



Requisition # 409: (\$61,600 for Design) - NE 180th St & 12th Ave

- **Project Name:** Traffic Calming - NE 180 ST and NE 12 AVE
- **CIP Project No.:** NMB-FY24-NMB-008-TRAFFIC
- **Scope of Work:** Installation of speed humps on 180th Street and signage
- **Budget (Design + Construction):** \$111,600 (CITT, Approved in FY25 CIP Budget)
- **Benefit:** Reduce Speeding + Accident Occurrence
- **Background:** Study completed in FY24, Design and Construction approved FY25 CIP Budget.
- **Schedule:** Planning & Design 08/01/24 – 2/28/25, Bidding 03/03/25-07/03/25 and Construction 07/09/25-12/30/25.



Requisition # 635: (\$51,620 for Design) – NE 160-163 St & NE 9 Ct

- **Project Name:** Traffic Calming - NE 9 CT between 160 Ter-163 ST
- **CIP Project No.:** NMB-FY24-NMB-009-TRAFFIC
- **Scope of Work:** Installation of speed hump between NE 160th terrace and NE 163rd st. A crosswalk at the intersection of NE 160th Terrace with NE 9th Court.
- **Budget (Design):** \$74,040 (CITT, Approved in FY25 CIP Budget)
- **Benefit:** Reduce Speeding + Accident Occurrence
- **Background:** Study completed in FY24, Design approved FY25 CIP Budget.
- **Schedule:** Planning & Design 08/01/24 – 4/28/25, Bidding 05/01/25-08/01/25 and Construction 10/01/25-02/28/26 (pending FY26 approved budget).



Requisition # 636: (\$150,165 for Design) - NE 13th Avenue Raised Intersections

- **Project Name:** Traffic Calming - NE 13th Avenue Raised Intersections
- **CIP Project No.:** NMB-FY24-NMB-005-TRAFFIC
- **Scope of Work:** Raised intersections at NE 153 St, NE 155 St & 157 St. Install 25 MPH Speed Signs
- **Budget (Design + Construction):** \$900,000 (CITT, Approved in FY25 CIP Budget)
- **Benefit:** Reduce Speeding + Accident Occurrence
- **Background:** Study completed in FY24, Design and Construction approved FY25 CIP Budget.
- **Schedule:** Planning & Design 08/01/24 – 4/1/25, Bidding 04/30/25-07/01/25 and Construction 08/01/25- 03/01/26.



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Office: +1 (786) 497-1500



January 9th, 2025

SENT VIA E-MAIL (samuel.zamacona@citynmb.com)

Mr. Samuel Zamacona
City of North Miami Beach – Public Works
17050 NE 19th Avenue
North Miami Beach, FL 33162

**Subject: City of North Miami Beach – Eastern Shores Raised Intersections & Crosswalks
Agreement No.19-082-MC
CMA Proposal No. 24-0083.P0001-002**

Dear Mr. Zamacona:

Chen Moore and Associates (CMA) is pleased to submit the attached Agreement for Professional Services and Scope of Services to assist your team with the civil engineering services for the above-referenced project.

PROJECT INTRODUCTION

It is CMA's understanding that the City of North Miami Beach (NMB) has received complaints of speeding motorists within the gated Eastern Shores community from local residents. A subsequent traffic study was performed by CALTRAN Engineering Group, Inc (CALTRAN) for this area which resulted in the recommendation to install several traffic calming measures:

- Roundabout at NE 35th Ave. and NE 164th St.
- Raised Intersections at NE 35th Ave. and NE 168th St. and NE 170th St.
- Raised crosswalks on NE 168th St. and NE 170th St.
- Speed humps on NE 169th St. and NE 171st St.

NMB has already installed the recommended speed humps and the roundabout is potentially to be installed by an upcoming development in that area. NMB now wants to proceed with the recommended installation of the raised intersections and raised crosswalks as noted above to improve pedestrian safety in this area and address residents' concerns.

CMA shall provide the civil engineering, geotechnical engineering, and topographic surveying to design, permit, and periodically observe the construction of these improvements per the request of NMB. Note that this work is anticipated to conform with the allowable traffic calming measures listed in the Intergovernmental Agency Agreement to Perform Traffic Engineering Functions between NMB and Miami-Dade County Department of Transportation and Public Works (DTPW).

PROJECT STAFFING

Our staff and team are ready and prepared to work on this project. Chen Moore staff project roles shall be as follows:

Principal – Peter Moore, P.E. – President and CEO
Project Director – Gregory Mendez, P.E.

Project Manager– G. Ben Lehr, P.E.
Project Engineer – Madeline Batey, P.E.
Designer – Joseph Hall
Construction Specialist – Robert Guttman

Subconsultants:

Longitude Surveyors – Topographic Survey
PanGeo Consultants – Geotechnical Exploration

SCOPE OF SERVICES

The scope of services our firm shall provide as per our recent discussions is as follows:

Task 1 – Site Reconnaissance and Data Gathering

- Consultant shall obtain a Sunshine One Call of Florida design ticket to identify existing utilities within the project area.
- Consultant shall coordinate with utilities identified in the design ticket to obtain as-built plans, GIS maps, and/or other available information for existing utilities in the project area.
- Consultant shall perform a site visit to observe existing conditions of the project area.
- Through our subconsultant, we shall perform geotechnical exploration including:
 - One boring to a depth of 15-ft with Standard Penetration Tests (SPTs) at each proposed raised intersection location.
 - One percolation test conforming to the standards of the South Florida Water Management District (SFWMD) at each raised intersection location.
 - Generation of a report summarizing findings and providing recommendations for pavement sections.
- Through our subconsultant, we shall complete a topographic survey of the project area with the following scope:
 - Limits including the ROWs in and adjacent to NE 35th Ave along NE 168th Street and NE 170th Street extending approximately 200-LF north, south, and west of the center of the intersections with NE 35th Ave. The surveys will extend down NE 168th Street and NE 170th Street to a point approximately 100-LF east of the proposed raised crosswalk locations.
 - Identification of boundary information (ROW lines, centerlines, easements, etc.).
 - Topographic information shall include:
 - Identification of all above ground features including but not limited to curbs, roads, driveways (including material), manholes, inlets, pullboxes, striping, poles, sidewalks, lights, signs, valves, building walls, trees, vegetation, and above ground utilities.
 - Labeling of all house numbers/folios/easements/dedications.
 - Spot elevations in NGVD 29 datum at a maximum 25-foot grid with additional elevations to identify all grade changes and features of interest. Spot elevations along roads shall identify inverted crown of road, edge of pavement, back of curb, driveway at ROW line, toe of slope, top of bank, etc.
 - Existing roadway striping and street signs type labels.
 - Area extending 10-ft beyond the ROW where feasible.
- Consultant shall review survey, as-builts from local utilities and field verify locations as site

accessibility permits.

Task 2 – Construction Documents

50% Design

- Consultant shall attend up to two (2) meetings with the Client; additional meetings beyond this number shall be performed on an hourly basis at the written direction of the Client.
- Consultant shall develop roadway and sidewalk layouts for the proposed raised intersections and raised crosswalks following local practices and requirements.
- Consultant shall strive to design the proposed improvements to avoid modifications to the existing drainage system. It is anticipated that no additional impervious pavement will be added as part of this project.
- Raised intersections and raised crosswalks will be signed with static signage. This proposal does not include scope or fee for pedestrian actuated signalization at these locations such as rapid rectangular flashing beacons (RRFBs).
- Consultant shall prepare 50% Construction Document level plans which are anticipated to include existing conditions and demolition, paving and grading, drainage, and signage and marking plans with associated cross-sections for the purpose of Client review.
- Consultant shall generate an Engineer's Opinion of Probable Construction Cost for the proposed improvements upon request.

100% Design

- Consultant shall attend up to two (2) meetings with the Client; additional meetings beyond this number shall be performed on an hourly basis at the written direction of the Client.
- Consultant shall review and implement comments received on 50% Construction Documents design submittal.
- Consultant shall develop stormwater management calculations (water quality, water quantity, and attenuation) and reports as required.
- Consultant shall prepare 100% Construction Document level plans which are anticipated to include existing conditions and demolition, paving and grading, drainage, signage and marking, and stormwater pollution prevention plans with associated notes and details for the purpose of project permitting and construction.
- Consultant shall finalize the Engineer's Opinion of Probable Construction Cost for the proposed improvements based on the final design upon request.

Task 3 – Government Permitting Assistance

- Upon Client authorization, Consultant shall attend permit pre-application meetings with the following agencies:
 - Miami-Dade County Regulatory and Economic Resources Department of Environmental Resources Management (RER-DERM)
- Consultant shall prepare and submit permit applications related to civil engineering. The agencies having jurisdiction (AHJ) of requiring government permitting are anticipated to be:
 - City of North Miami Beach Public Works
 - RER-DERM Water Control Section
 - Miami-Dade County Department of Transportation and Public Works (DTPW)
- Consultant shall review and respond AHJ comments and revise plans, as applicable.
- Additional AHJ submittals are not anticipated for civil engineering. If required, they may be performed via an additional service agreement.

- The approved plans are considered to be the final construction documents. Preparation of additional plan sets or Client-requested changes following approval of the permits listed above may be performed via an additional service agreement.

Task 4 – Bid & Award Support

- Consultant shall prepare responses to questions from bidders for the scope of work in this proposal.
- Consultant shall review bids and respond to contractor questions on the work.
- This task includes up to two (2) meetings with the Client and/or Bidder.

Task 5 – Limited Construction Administration

- Preconstruction:
 - Consultant shall attend a pre-construction conference as arranged by the contractor.
 - Consultant shall review shop drawing submittals (a total of five submittal package reviews are included).
- Construction Observation:
 - Consultant shall review and respond to Contractor RFIs.
 - Consultant shall perform up to three (3) field visits for the purpose of observing the installation of the project.
 - Additional visits beyond this number shall be performed on an hourly basis at the written direction of the Client.
- Certification and Closeout
 - Consultant shall attend up to one (1) substantial completion walkthrough for the purpose of generating a closeout punch list.
 - Consultant shall review Contractor-provided signed and sealed as-builts.
 - Consultant shall attend up to one (1) final walkthrough for the purpose of verifying closeout punch list items have been addressed.
 - Consultant shall sign and submit certifications of completion of civil engineering components, as required.

The basis for the above scope of services and associated fee(s) are based on the following:

- Project shall be completed in one phase.
- Consultant assumes that previously prepared traffic study for this project (by Caltran) shall be sufficient to permit the impact of this project to area traffic operations per the executed Intergovernmental Agency Agreement to Perform Traffic Engineering Functions between the City of North Miami Beach and Miami-Dade County Department of Transportation and Public Works.
- If any utilities (potable water, sanitary sewer, stormwater, etc.) or roadway improvements not explicitly included in this agreement are required, they shall be rendered as an Additional Service.
- Drainage analysis, if required, shall only be for work within the project limits. Should additional drainage analysis work be required for other portions of the onsite or offsite systems, this work shall be rendered as an Additional Service.
- Franchise utility (such as FPL, telecom, and natural gas) relocation and/or service design shall be by others.
- All notes and specifications needed to construct project shall be provided in the plans.
- Site and street lighting, landscape architecture, irrigation, and environmental engineering services are not included in this proposal.

- It is assumed that there are no environmental concerns within the subject project area.
- Contractor to obtain any necessary NPDES NOI permits.
- Contractor to prepare Maintenance of Traffic (MOT) plans and submit for MOT permits from the necessary regulatory agencies.
- Contractor to prepare any dewatering plans and obtain dewatering permits as necessary to construct the project.
- Contractor to obtain right-of-way permits for the necessary regulatory agencies for construction.
- Contractor shall submit “rock” as-builts prior to installing pavement surface.
- Contractor shall provide as-builts signed and sealed by a Florida licensed professional surveyor and mapper for consultant review prior to construction close-out.
- Proposal assumes attendance at a limited number of field meetings and inspections. Attendance at regular owner/contractor meetings during construction shall be rendered as an additional service.
- Plan revisions required by permitting authorities after issuance of permit/during construction are not included. If required, such revisions shall be performed on an hourly basis.

Information to be provided by the Client:

- Filing and permit application fees, review fees, impact fees or any other associated assessments by other governments/agencies.
- Copies of all relevant data, including correspondence, traffic reports, plans or information in Client’s possession which may be beneficial to the work effort performed by Consultant.
- An official City Purchase Order for this work.

SCHEDULE AND FEES

Consultant shall schedule work upon receipt of purchase order and official notice to proceed (NTP) for this project. Per discussions with your team, the goal is to start immediately upon official authorization from the City. The anticipated durations of each task are shown in the table below.

TASK	DESCRIPTION	DURATION
Task 1	Site Reconnaissance & Data Gathering	6 Weeks
Task 2	Construction Documents	
	50% Design	8 Weeks
	<i>Client/Owner Review</i>	2 Weeks
	100% Design	6 Weeks
	<i>Client/Owner Review</i>	2 Weeks
	Final Plans	1 Week
Task 3	Government Permitting Assistance	12 Weeks* (Concurrent with 100% Design)
Task 4	Bid and Award Support	12 Weeks
Task 5	Limited Construction Administration	12 Weeks*
		Total: 43 Weeks

** Permitting and construction durations shown above are estimated and may vary due to factors beyond CMA’s control.*

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Miami, FL 33146
Office: +1 (786) 497-1500



The total lump sum fee for this project will be divided as follows:

<u>Task(s)</u>	<u>Task Description</u>	<u>Lump Sum Fees</u>
Task 1	Site Reconnaissance & Data Gathering	\$4,190.00
Task 2	Construction Documents	\$57,300.00
Task 3	Government Permitting Assistance	\$7,750.00
Task 4	Bid and Award Support	\$6,060.00
Task 5	Limited Construction Administration	\$16,150.00
<i>SUBTOTAL</i>		<i>\$91,450.00</i>
	Reimbursables Allowance	\$2,000.00
	Topographic Survey – Longitude Surveyors	\$28,735.00
	Geotechnical Exploration – PanGeo Consultants	\$6,000.00
PROJECT TOTAL		\$128,185.00

Reimbursable expenses for mileage and report preparation have been included in the lump sum fees noted above. Additional reimbursable expenses requested by the Client outside of the items for the tasks above, including delivery of additional copies of items shall be invoiced as defined in our Professional Services Agreement for General Engineering Services.

This proposal is based on our understanding of the requirements for civil engineering and surveying services as itemized under the anticipated tasks listed above. Accordingly, we reserve the right to modify this proposal due to any changes in scope.

Should you have any questions, please do not hesitate to contact me at my office, (813) 896-0286, or my cell phone, (904) 707-7724, or send me an electronic message at blehr@chenmoore.com.

Respectfully submitted,

CHEN MOORE AND ASSOCIATES
G. Benjamin Lehr, P.E.
Project Manager

GBL/GAM

Cc: Gregory A. Mendez, P.E., Chen Moore and Associates
Jose L. Acosta, P.E., F. ASCE, Chen Moore and Associates



Figure 7A. Proposed Recommendations



Wednesday, January 08, 2025

Mr. G. Benjamin Lehr, PE, DBIA, LEED AP
Director - Transportation
blehr@chenmoore.com



450 Carillon Parkway, Suite 210
St. Petersburg, FL 33716
904.707.7724

RE: Surveying and Mapping services for the 'Eastern Shores – Traffic Calming Project' for the intersections of Northeast 35 Avenue & Northeast 170 Street and Northeast 35 Avenue & Northeast 168 Street within North Miami Beach, FL 33160.

Dear Mr. Lehr,

According to your request regarding a fee estimate for Surveying and Mapping services for the above-referenced project, LONGITUDE SURVEYORS, LLC (LS) is pleased to submit the following proposal for your consideration.

A. SCOPE OF WORK – TOPOGRAPHIC SURVEY:

- LS will show rights-of-way computing field evidence, plats, deeds, and other documentation relative to the project. Lot lines and ownership lines, including locations, bearings, and dimensions, within the survey limits will be shown graphically.
- LS will show any easements, covenants, restrictions, etc., found on plats, deeds, and other public records relative to the project. However, without a Title Commitment or Title Search, there is no guarantee that easements, covenants, restrictions, etc., will be shown on the survey.
- LS will establish horizontal and vertical control within the limits of the survey.
- The survey will be geo-referenced to the Florida State Plane Coordinate System based on the North American Datum of 1983/2011 (NAD83/11).
- Elevations will be referenced to the National Geodetic Vertical Datum of 1929 (NGVD29).
- LS will collect significant aboveground improvements, including, but not limited to, pavement, edge of pavement lines, pavement markings, curb and gutters, sidewalks, medians, driveways (including material), fences and gates, walls, concrete slabs, ramps, signs, manholes, catch basins, fire hydrants, bollards, utility boxes, utility poles, and any other significant aboveground improvements and utilities within the survey limits.
- LS will locate trees and palms that have a three (3) inch diameter or greater at breast height (DBH) or are twelve (12) feet in height or more significant. Tree identification and/or a tree table will not be provided.
- Elevations equivalent to a twenty-five (25) foot grid will be collected throughout the survey limits. Additional elevations will be collected to identify grade changes and features of interest within the survey limits.
- Invert information for existing drainage and sanitary structures within the survey limits will not be collected or shown on our final survey deliverable.
- A Digital Terrain Model (DTM) of the resulting survey will not be provided.

B. SURVEY LIMITS:

The 'Eastern Shores – Traffic Calming Project' for the intersections of Northeast 35 Avenue & Northeast 170 Street and Northeast 35 Avenue & Northeast 168 Street within North Miami Beach, FL 33160. Limits to span the entire width of the public right-of-way, extending approximately two hundred (200) feet past the point of curvature/point of tangency of intersecting roadways on either side of the intersections except for the Eastbound roadway which extends up to one hundred (100) feet past the proposed mid-block crossing outlined as the yellow block in the attached Exhibit.



C. DELIVERABLES:

LS will provide a digitally signed and sealed PDF and a Civil 3D CAD file of the resulting survey. Signed and sealed hard copies can be provided upon request.

D. TIME & COST:

The total professional fee to complete the **Scope of Work** described herein shall be a lump sum of **\$28,735.00**. LS has an estimated twenty-six (26) business days from the date of the Notice to Proceed (NTP) to complete these tasks. Notice to Proceed (NTP) is considered adequate twenty-four (24) hours after this proposal agreement has been executed and returned to the undersigned.

I agree that by signing below, "I APPROVE AND ACCEPT," this proposal is a legally binding contract.

By: _____
(Authorized Signature)

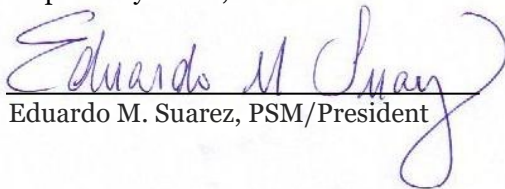
Date: _____

(Typed or printed name)

Title: _____

On behalf of the firm, I thank you for the opportunity to present this proposal. We look forward to utilizing our best professional efforts on your behalf on this very important project.

Respectfully Yours,


Eduardo M. Suarez, PSM/President

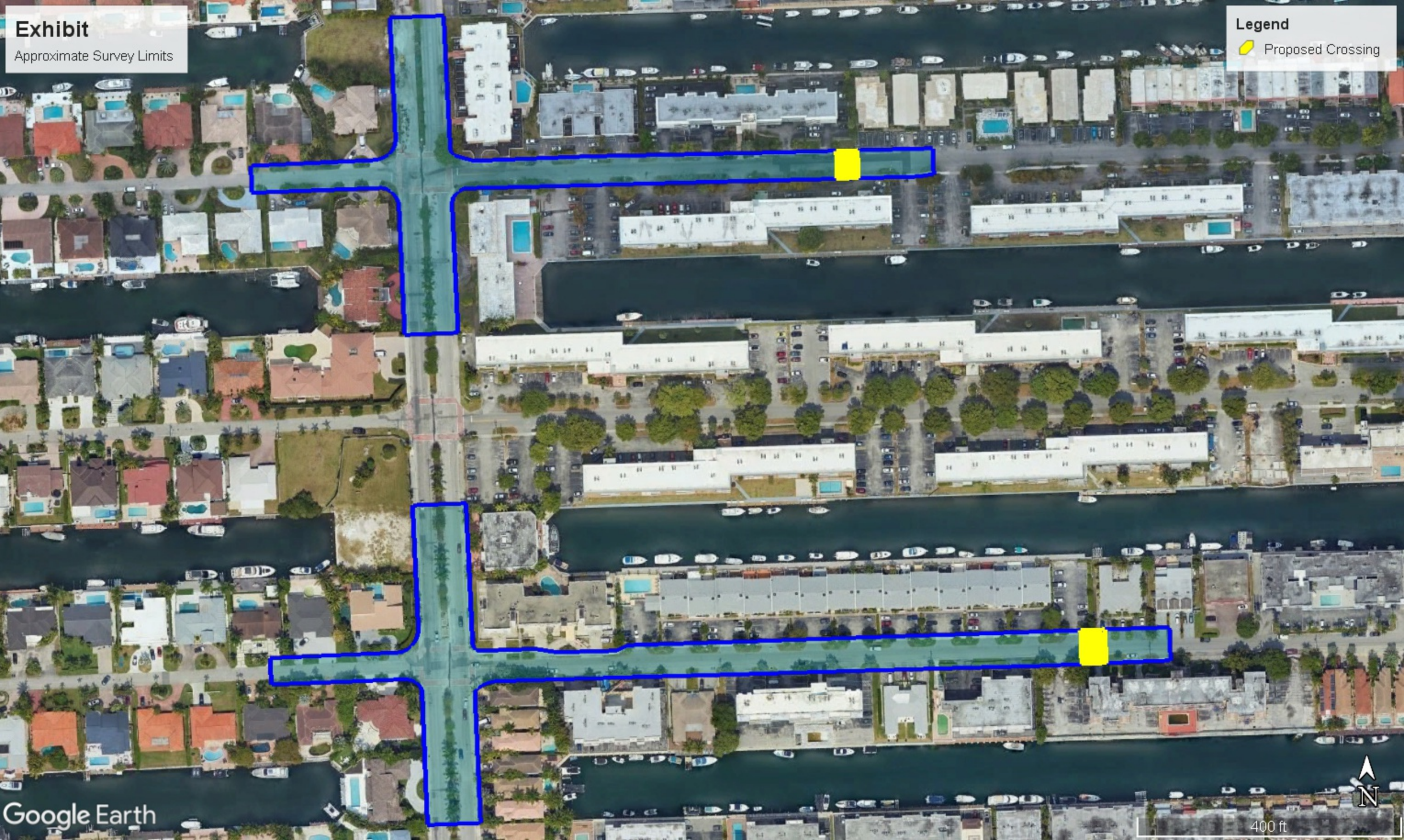


Exhibit
Approximate Survey Limits

Legend
Proposed Crossing

Google Earth

400 ft





**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:	Sherece George Depusoir, Chief Procurement Officer
VIA:	Mario A. Diaz, City Manager
DATE:	February 18, 2025

Resolution No. R2025-19 Approving Firms Responding to Request for Qualifications RFQ-24-026-RE: SG Recreational Complex Redevelopment Project Phase One (Sherece George Depusoir, Chief Procurement Officer)

Description

Through collaborative efforts with the Parks & Recreation, Community Development, and Procurement Management, the City would seek interest from individuals or business owners for a redevelopment project of a Recreation Complex on the two parcels of City-owned land (collectively, the "Site"), located at 16851 W. Dixie Hwy, North Miami Beach, FL.

Aligned with Florida Statute 255.065, the City intends to use a 2-Step Procurement approach with the goal of securing viable complex recreational concepts, ideas, viewpoints, and suggestions for how the site can be optimally improved and redeveloped in the near future.

**BACKGROUND
ANALYSIS:**

Phase 1 included the Request for Qualifications (RFQ), whereby the City initially requests Respondents to provide responses to highlight and affirm their experience, expertise/qualifications, past performance, technical capabilities, firm stability and other relevant criteria for evaluation to shortlist firms to move to Phase 2.

The solicitation was posted on the City's website and BidSync, with electronic notification sent to over 51,000 suppliers. In addition, the solicitation was also advertised in the Miami Herald. On October 7, 2024, six (6) responses were received from ActivNation LLC, Liberty Base

Investments, Macken Companies, North Miami Beach Academy, Related Group and Soccer Development Group.

The Evaluation Committee conducted a public discussion, regarding the established evaluation criteria, including but not limited to: Previous Experience, Development Team & Key Personnel, Financial Capability and Public Private Partnership Experience.

The City recommends a shortlist of firms to move forward to Phase 2, RFP. This ranking has no bearing on the Phase 2 outcome. Listed in order of score ranking:

- RECOMMENDATION:**
- 1st Liberty Base Investments
 - 2nd Related Group
 - 3rd ActivNation LLC
 - 4th Soccer Development Group
 - 5th Macken Companies
 - 6th North Miami Beach Academy

FISCAL/ BUDGETARY

IMPACT: There is no fiscal impact at this phase of the project.

ATTACHMENTS:

Description

- ☐ Agenda Memo_Phase 1 Rec Center
- ☐ Resolution_Phase 1 Rec Complex
- ☐ CM Memo
- ☐ Evaluation Committee Scoring Sheet
- ☐ Memo_Phase 2 Overview
- ☐ RFQ_Phase 1 Rec Complex



CITY OF NORTH MIAMI BEACH

PROCUREMENT MANAGEMENT DEPARTMENT

TO: Mayor and Commission

FROM: Shereece George Depusoir, Chief Procurement Officer

VIA: Mario Diaz, City Manager

DATE: January 21, 2025

SUBJECT: Phase 2 Overview - Redevelopment Project for Judge Arthur I. Snyder Tennis Center

Project Overview

As presented to the City Commission on February 20, 2024, the City envisions and anticipates a signature Recreational Complex to include popular recreational and leisure activities that cater to various demographics. A Recreational Complex will be another gem for the City and a hub for community engagement, public health and wellness, sports, economic development, tourism, social gatherings, etc.

Through collaborative efforts with the Parks & Recreation, Community Development, and Procurement Management, the City sought interest from individuals or business owners for a redevelopment project of a Recreation Complex on the two parcels of City-owned land (collectively, the "Site"), located at 16851 W. Dixie Hwy, North Miami Beach, FL.

Procurement Process

Aligned with Florida Statute 255.065, the City will complete a 2-Step Procurement approach. Phase 1 included the Request for Qualifications (RFQ), whereby the City initially requests Respondents to provide responses to highlight and affirm their experience, expertise/qualifications, past performance, technical capabilities, firm stability and other relevant criteria for evaluation to shortlist firms to move to Phase 2. The RFQ was advertised, and the Cone of Silence notice was distributed on July 29, 2024.

Phase 2 includes the Request for Proposals (RFP), whereby the City will extend an invitation to the shortlisted respondents to submit a response which showcases their creativity, innovation, resources, financial stability for development, concepts and ideas for a Recreation Complex for the Site. Phase 2 will be open to the firms that have been pre-qualified and approved at the February 18th Commission meeting.

Procurement Management will communicate and advertise to the pre-qualified, approved firms with next steps and proposal information and instructions. At a later date a Special Meeting will be held for the selected firms to showcase their redevelopment vision/proposal to the City Commission. The City Commission will take this opportunity to discuss the presentations and other criteria to approve the single firm who will move forward in negotiations.

Below outlines a tentative project schedule for Phase 2. Phase 2 is a more elaborate process by which the City will partner with a specialized Architectural and Engineering firm to not only ensure

Recreational Complex Redevelopment Project

page 2

we are compliant with State Statutes, but to assist in the technical review and negotiations of the project.

RFP-24-026-SG - RECREATIONAL COMPLEX REDEVELOPMENT PROJECT PHASE TWO DEVELOPER PRE-QUALIFICATION	
Procurement Process	
<u>Description</u>	<u>Tentative Date</u>
Start of Phase 2	February 2025
Secure Consulting Firm <i>(Architect/Engineer [255.065(3)5])</i>	February 2025
Phase 2 - Advertise Date	February/March 2025
Pre-Proposal Meeting #1	March/April 2025
Solicitation Close Date <i>(up to 120 days [255.065(3)5.2])</i>	May 2025
Evaluation Phase Start <i>(Technical Review)</i>	May 2025
End of Cone of Silence Phase 2	June 2025
Phase 2 Recommendation to Commission for Presentations	June 2025
Special Meetings for Presentations (2)	June/July 2025
Special Meeting for Commission Approval of Developer	July 2025
City Negotiate/Enter Interim Agreement [255.065(3)6] <i>(optional)</i> <i>(project planning and development, design, environmental analysis and mitigation, survey, other activities)</i>	August 2025
City Negotiate/Enter Comprehensive Agreement [255.065(3)6] <i>(performance and payment bonds, letters of credit, design approval, insurances, fees, etc.)</i>	August 2025
Agreement Approval to Commission	August/September 2025

RESOLUTION NO. R2025-XX

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING THE QUALIFIED SHORTLISTED FIRMS THAT RESPONDED TO REQUEST FOR QUALIFICATIONS RFQ-24-026-SG RECREATIONAL COMPLEX REDEVELOPMENT PROJECT PHASE ONE: DEVELOPER PRE-QUALIFICATION; AND APPROVING THEIR EXCLUSIVE PARTICIPATION IN PHASE TWO OF THE PROJECT.

WHEREAS, pursuant to Section 3.3 of the City Charter of the City of North Miami Beach (“City”), there shall be a City Attorney or law firm who shall be head of the Office of the City Attorney and shall serve at the pleasure of the City Commission; and

WHEREAS, on July 29, 2024, the City issued Request for Qualifications (“RFQ”) RFP-24-026-SG Recreational Complex Redevelopment Project Phase One: Developer Pre-Qualification (“Developer Pre-Qualification”), seeking firms that have successfully completed a Recreational Complex Project (“Project”) and to highlight and affirm their experience, expertise/qualifications, past performance, technical capabilities, firm stability and other relevant criteria; and

WHEREAS, electronic notices were posted on the city’s website and Bidsync.com, sent to over 51,000 potential, local and national firms; and

WHEREAS, on October 7, 2024, six (6) responses were received from ActivNation LLC, Liberty Base Investments, Macken Companies, North Miami Beach Academy, Related Group and Soccer Development Group; and

WHEREAS, the City Manager established an Evaluation Committee comprised of the Assistant City Manager/Parks & Recreation Director, the Chief Financial Officer and the Assistant Community Development Director; and

WHEREAS, the Procurement Management Department conducted an administrative review of the submissions and deemed all submissions responsive. On January 8, 2025, 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: Previous Experience, Development Team & Key Personnel, Financial Capability and Public Private Partnership Experience; and

WHEREAS, a recommendation of the shortlisted firms; listed in order of score ranking:

- 1st Liberty Base Investments
- 2nd Related Group
- 3rd ActivNation LLC
- 4th Soccer Development Group
- 5th Macken Companies
- 6th North Miami Beach Academy

WHEREAS, the City Manager conducted his own due diligence concurs with the recommendation of the Evaluation Committee, and the Procurement Management Department, wish to move the shortlisted firms to Phase Two of the Project; and

WHEREAS, the Mayor and City Commission find it to be in the best interests of the City to accept the shortlist of the respondents as specified herein and authorize the City Manager to extend an invitation

RESOLUTION NO. R2025-XX

to the shortlisted respondents to submit a response which showcases their creativity, innovation, resources, financial stability for development concepts and ideas for a Recreational Complex via a Request for Proposal.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of North Miami Beach, Florida:

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

Section 2. The Mayor and City Commission hereby approve the following shortlisted firms for the RFQ Phase One of the Project as follows:

- 1st Liberty Base Investments
- 2nd Related Group
- 3rd ActivNation LLC
- 4th Soccer Development Group
- 5th Macken Companies
- 6th North Miami Beach Academy

Section 3. The City Manager or designee is authorized to do all things necessary to effectuate this Resolution, extend an invitation to the shortlisted respondents to submit a response which showcases their creativity, innovation, resources, financial stability for development concepts and ideas for a Recreational Complex via a Request for Proposal.

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 **18th day of February 2025.**

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

ATTEST:

ANDRISE BERNARD, MMC
CITY CLERK

MICHAEL JOSEPH
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. R2025-XX



City of North Miami Beach, Florida

TO: Mayor and Commission

FROM: Shereece George, Chief Procurement Officer

VIA: Mario Diaz, City Manager

DATE: February 14, 2024

SUBJECT: Redevelopment Project for Judge Arthur I. Snyder Tennis Center

The City envisions and anticipates a signature Recreational Complex to include popular recreational and leisure activities that cater to various demographics. A Recreational Complex will be another gem for the City and a hub for community engagement, public health and wellness, sports, economic development, tourism, social gatherings, etc.

Through collaborative efforts with the Parks & Recreation, Community Development, and Procurement Management, the City would seek interest from individuals or business owners for a redevelopment project of a Recreation Complex on the two parcels of City-owned land (collectively, the "Site"), located at 16851 W. Dixie Hwy, North Miami Beach, FL.

The City intends to use a 2-Step Procurement approach with the goal of securing viable complex recreational concepts, ideas, viewpoints, and suggestions for how the site can be optimally improved and redeveloped in the near future.

The City's efforts are intended to be open to innovative and commercial ideas, particularly those which are community-based and recreational activity-oriented. The project would provide a market-driven solution toward creating, as well as expanding visitation to the area, without narrowly directing that individuals or businesses to follow any specific development pattern or site plan.

We anticipate receiving the world-class ideas to best redevelop the Site in a manner that will be financially self-sustaining in the future.

Enclosed is an overview of the Redevelopment Project, which outlines the City's vision, goals, and objectives that align with our Strategic Plan.



CITY OF NORTH MIAMI BEACH

PROCUREMENT MANAGEMENT DEPARTMENT

FUTURE SOLICITATION

ANTICIPATED

ADVERTISE DATE: July 18, 2024

TITLE: Recreational Complex Redevelopment Project
Phase I: Development Firm Pre-Qualification

Notice is hereby given that the City of North Miami Beach intends to advertise a solicitation under the aforementioned title. The City reserves the right to make modifications or cancellations to this project solicitation. This document is not a solicitation nor advertisement, but for informational purposes only.

As presented to the City Commission on February 20, 2024, the City envisions and anticipates a signature Recreational Complex to include popular recreational and leisure activities that cater to various demographics. A Recreational Complex will be another gem for the City and a hub for community engagement, public health and wellness, sports, economic development, tourism, social gatherings, etc.

Through collaborative efforts with the Parks & Recreation, Community Development, and Procurement Management, the City would seek interest from individuals or business owners for a redevelopment project of a Recreation Complex on the two parcels of City-owned land (collectively, the “Site”), located at 16851 W. Dixie Hwy, North Miami Beach, FL.

Aligned with Florida Statute 255.065, the City intends to use a 2-Step Procurement approach with the goal of securing viable complex recreational concepts, ideas, viewpoints, and suggestions for how the site can be optimally improved and redeveloped in the near future.

- **Phase 1** includes the Request for Qualifications (RFQ), whereby the City initially requests Respondents to provide responses to highlight and affirm their experience, expertise/qualifications, past performance, technical capabilities, firm stability and other relevant criteria for evaluation to shortlist firms to move to Phase 2.
- **Phase 2** includes the Request for Proposals (RFP), whereby the City will extend an invitation to the shortlisted respondents to submit a response which showcases their creativity, innovation, resources, financial stability for development concepts and ideas for a Recreation Complex for the Site.

This strategic and collaborative approach is intended to be open to innovative and commercial ideas, particularly those which are community-based and recreational activity-oriented. The project would provide a market-driven solution toward creating, as well as expanding visitation to the area. We anticipate receiving the world-class ideas to best redevelop the Site in a manner that will be financially self-sustaining in the future.



Redevelopment Project Overview for Judge Arthur I. Snyder Tennis Center
“Design, Build, Finance, Operate & Maintain”

I. INTENT

The City of North Miami Beach (“City”), a political subdivision of the State of Florida, is seeking interest from individuals or business owners for a redevelopment project of a Recreation Complex on the two parcels of City-owned land (collectively, the “Site”), which is located at 16851 W. Dixie Highway (Harriet Tubman Highway) North Miami Beach, FL (see Map 1).

The City intends to use a 2 Step Procurement approach with the goal of securing viable recreational / park related concepts, ideas, viewpoints, and suggestions for how the site can be optimally improved and redeveloped in the near future.

The City’s efforts are designed to be more open to innovative and commercial ideas, particularly those which are community based and recreational activity oriented, and that are intended to offer market driven solutions toward creating, as well as expanding visitation to the area, without narrowly directing that individuals or businesses to follow any specific development pattern or site plan.

We anticipate receiving the finest ideas in the market, from the community and business owners, for how to best redevelop the Site in a manner that will be financially self-sustaining in the future.

II. DESCRIPTION OF THE PROPERTY

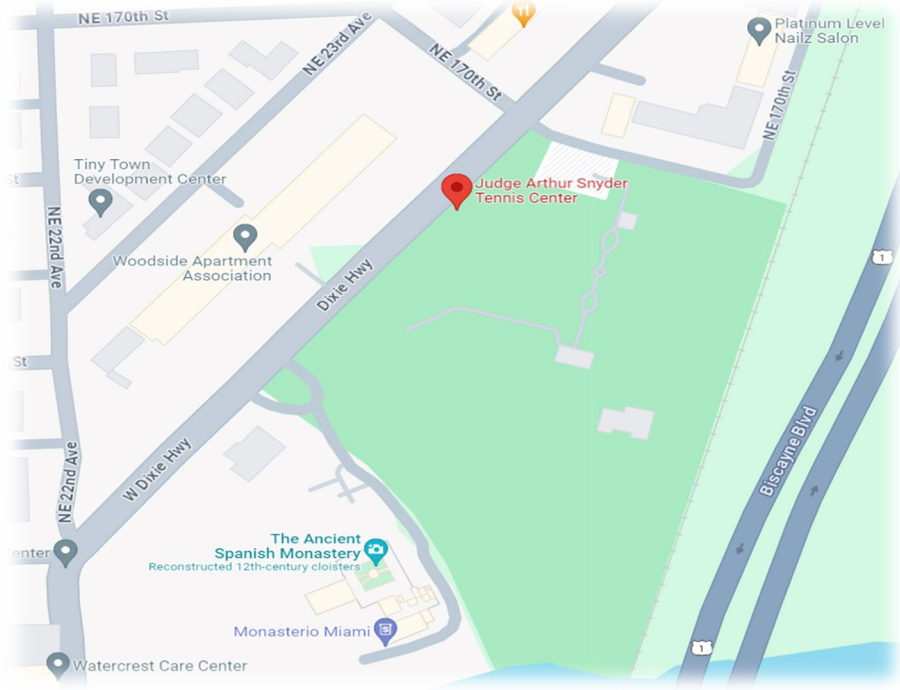
The 10 1/2-acre of the Judge Arthur I. Snyder Tennis Center and adjacent Daniel D. Diefenbach Bicentennial Park is one of the larger continuous tracts of recreational open space in the City of North Miami Beach. Located at 16851 West Dixie Highway (Harriet Tubman Highway), the Tennis center features multiple lighted courts, a pro shop and shower facilities. Adjacent to the Tennis Center, is the Daniel D. Diefenbach Bicentennial Park. The park is an expanse of mature trees, turf and uniquely-shaped benches. Amenities of the combined Tennis Center and Bicentennial Park include, 12 lighted clay tennis courts, 6 lighted hard-surfaced courts, pro-shop, lounge and shower facilities, 4 racquetball courts, 2 paddleball courts, and picnic areas. The open space adjacent to Arthur Snyder Tennis Center along the Snake Creek Canal at Biscayne Boulevard presents an opportunity to create a pedestrian connection to the south end of East Greynolds Parks. The parcels north and south of the site are being proposed for high-rise residential and mixed used development. There is limited vertical clearance beneath the bridge, and overhead power lines above it. A water management control structure spans the canal to the east of the Biscayne Boulevard bridge.

The site is located with easy transit access to the West Dixie Highway Corridor, Biscayne Boulevard, residential areas, employment centers, and the City of North Miami Beach’s busway. We are a vibrant community. Development of several key properties along West Dixie and

Biscayne Blvd. are scheduled and/or underway. The properties are situated just north of The Ancient Spanish Monastery. The Ancient Spanish Monastery is one of the area's most impressive and unique structures. The monastery was transplanted to the City of North Miami Beach brick by brick, from the original in Spain which dates to the 12th Century.

Map 1 Development Site (the "Site")







III. PROJECT OBJECTIVE

The City of North Miami Beach is offering an opportunity for individuals or businesses to propose a redevelopment project for a Recreation Complex to be placed on prime real estate owned by the City of North Miami Beach and which may result in a redevelopment deal to design, build, finance, operate and maintain public Recreational Complex.

The City envisions and anticipates a signature recreation complex to include popular recreational and leisure activities that cater to various demographics. The Complex should include a state-of-the-art recreational facility, enhanced greenspace areas and walking paths, which could provide pedestrian connectivity along West Dixie Highway and across Biscayne Blvd. to East Greynolds Park and Snake Creek Canal. Additional recreation and leisure components should be:

- Stadium Courts & Seating for Tennis, Pickleball, Padel
- Dog Park
- Art Displays
- Club House / Event Space
- Educational / Training Space / Meeting Rooms
- Café or Dining Hall
- Rooftop Lounge

IV. PROJECT GOALS

The City's goal is to redevelop Judge Arthur I. Snyder Tennis Center and Daniel Dieffenbach Park including any complementary improvements that increase and improve community, resident and tourist visitation to the area. Interested parties with the experience and expertise to design, build, finance, operate and maintain recreational public facility will be encouraged to accomplish the following goals;

1. Improve and Unify

Demonstrate the market demand for the proposed re-development/use of the park. This should include at a minimum economic study and/or market studies. To the greatest extent possible, provide an array of patron experiences that are both compatible with, and complementary in nature to, the current use of existing park site and which will ultimately broaden the appeal of the area as a recreational attraction, while simultaneously creating the overall impression of a unified destination.

2. Create Flexible and Innovative Developments

Expressions of interest for development and improvements to the Site can take any unified form of one or multiple businesses, that does not contradict with any deed(s) and/or violate and regulatory restrictions; and that recognizes certain shared needs between the City and the Respondent, including, but not limited to common entry, parking, security, and pedestrian and vehicular mobility.

3. Include the Possibility of Incentives for Development Partnerships (Public-Private Partnerships)

It is anticipated that the Respondent's development approaches will, by necessity, include some shared infrastructure in the form of entry, parking, security, and intra-site pedestrian and vehicular mobility. As a result, any anticipated contribution or participation by the City, or any other governmental entity or agency, should be specifically addressed in the Respondent's response, particularly any necessary financial incentives or contribution to the development or any required improvements. Responses should also suggest where such public incentives would increase the financial return to the City from the development plan.

4. Address the Use or Utilization of the Parking

The City would benefit from additional parking at the site and as a result, Respondents should consider incorporating improved parking for the benefit of the patrons to the site. However, if a Respondent's response includes the utilization of the current surface parking lot, as part of the proposed redevelopment plan, then that suggestion shall specifically describe, in a detailed plan, that how such collaboration with the City is expected to occur, including, but not limited to the times of such usage, the type of usage, and how such usage will benefit the City and/or the guest and patrons of the park. Further, any development on the existing surface parking lot must result, at minimum, in the same number of available parking stalls/spaces.

V. PROCUREMENT PROCESS

The Procurement process for this project will be two phases, open to the public to include all experienced developers, business owners, related firms and stakeholders.

The City will establish a "Redevelopment Team", this team will consist of City department stakeholders and industry leading consultants (Architectural/Design, Finance) to provide guidance aligned with the City's vision, help navigate the process, as well as assist in drafting and evaluating both advertisements (RFQ and RFP) that clearly define the scope to include the anticipated qualifications and the vision to subsequently enter into a development deal to design, build, finance, operate and maintain a Recreational Complex on the Site for ultimate profitability for the City.

Phase 1 – Requests for Qualifications

Phase 1 includes the Request for Qualifications (RFQ), whereby the City initially requests Respondents to provide responses to highlight and affirm their experience, expertise/qualifications, past performance, technical capabilities, firm stability and other relevant criteria for evaluation to shortlist firms to move to Phase 2.

There are no obligations on either the City or the Respondents (or any other interested parties) to participate or even discuss ideas, potential projects, and/or any proposals.

Phase 1 – Requests for Qualifications phase will entail:

- Issuing and advertising the RFQ via Bid Sync and various publications geared towards the participation of various developers, business owners, and others.
- Respondents are asked to submit a response highlighting the respondents' experience, expertise, background, past performance relating to design, build, finance, operate and maintenance development projects.
- Upon request, informal staff meetings may occur with Respondents and others, to review former concepts, ideas, designs, and approaches to further affirm their experience and offer feedback to enhance each response without commitment or restriction.
- A shortlist will be determined based on the criteria outlined in the RFQ. The shortlisted firms will move to Phase 2 to submit their proposals.

Phase 2 – Requests for Proposals

Phase 2 includes the Request for Proposals (RFP), whereby the City will extend an invitation to the shortlisted respondents to submit a response which showcases their creativity, innovation, resources, financial stability for development concepts and ideas for a Recreation Complex for the Site. The response should include and highlight the project objective and goals outlined herein.

Phase 2 – Requests for Proposal phase will entail:

The City may seek to utilize provisions of Section 255.065, Florida Statutes, entitled “Public Property and Publicly Owned Buildings” which provides municipalities such as the City of North Miami Beach with greater flexibility in those projects providing for redevelopment.

- Issuing and advertising the RFP via Bid Sync for the invited shortlisted respondents.
- The City Manager and City Commission will review the top ranked responses with consideration of City’s objective and goals for the Site, as well as the firm’s presentation(s). The City may rank and consider as few or as many responses as desired. The City is under no obligation to provide further review or consideration to any one respondent.
- Ranking of the responses shall be in order of preference. In ranking the proposals, the City may consider factors that include, but are not limited to, professional qualifications, general business terms, innovative design techniques or cost-reduction terms, and finance plans.
- In the event that the review and ranking are favorable, the City shall request presentation incorporating any feedback or modifications to the initial presentation.
- The City shall perform an independent analysis of the proposed redevelopment (public-private partnership) which demonstrates the cost-effectiveness and overall public benefit.
- The City may enter into an Interim Agreement to facilitate negotiations and/or the respondents’ commencement of commence activities for which it may be compensated related to the proposed qualifying project, including, but not limited to, project planning and development, design, environmental analysis and mitigation, survey, other activities concerning any part of the proposed qualifying project, and ascertaining the availability of financing for the proposed facility or facilities.
- Before developing or operating the qualifying project, the City may enter into a Comprehensive Agreement with the respondent.

A public meeting will be held to showcase selected responses to describe and present to the public some of the general ideas and conceptual development options received in Phase 2. Respondents may be invited to attend the public meeting to elaborate and present their responses. *Note, holding a public meeting is not a mandatory portion of the process.

SOLICITATION NO. RFQ-24-026-SG RECREATIONAL COMPLEX REDEVELOPMENT PROJECT PHASE ONE: DEVELOPER PRE-QUALIFICATION

EVALUATION COMMITTEE ASSESSMENT SCORING

<u>Evaluation Criteria Description</u>		<u>Points Possible</u>	<u>ActivNation LLC</u>	<u>Liberty Base Investments</u>	<u>Macken Companies</u>	<u>North Miami Beach Academy</u>	<u>Related Group</u>	<u>Soccer Development Group</u>
Evaluator 1 MAustin	Previous Project Experience	30	18	27	15	17	17	28
	Development Team & Key Personnel	25	15	22	14	13	20	20
	Financial Capability	25	25	22	25	6	25	19
	Public Private Partnership Experience	20	15	18	10	15	15	18
TOTAL		100	73	89	64	51	77	85
<hr/>								
<u>Evaluation Criteria Description</u>		<u>Points Possible</u>	<u>ActivNation</u>	<u>Liberty Base Investments</u>	<u>Macken Companies</u>	<u>North Miami Beach Academy</u>	<u>Related Group</u>	<u>Soccer Development Group</u>
Evaluator 2 APlotkin	Previous Project Experience	30	23	25	17	17	23	21
	Development Team & Key Personnel	25	20	19	22	12	23	13
	Financial Capability	25	20	19	20	12	23	19
	Public Private Partnership Experience	20	15	18	10	15	14	16
TOTAL		100	78	81	69	56	83	69
<hr/>								
<u>Evaluation Criteria Description</u>		<u>Points Possible</u>	<u>ActivNation</u>	<u>Liberty Base Investments</u>	<u>Macken Companies</u>	<u>North Miami Beach Academy</u>	<u>Related Group</u>	<u>Soccer Development Group</u>
Evaluator 3 TRahmani	Previous Project Experience	30	24	24	12	10	18	18
	Development Team & Key Personnel	25	19	22	13	8	20	13
	Financial Capability	25	15	19	15	12	19	18
	Public Private Partnership Experience	20	18	16	10	14	15	13
TOTAL		100	76	81	50	44	72	62
COMBINED TOTAL SCORE		300	227	251	183	151	232	216



CITY OF NORTH MIAMI BEACH

PROCUREMENT MANAGEMENT DEPARTMENT

TO: Mayor and Commission

FROM: Shereece George Depusoir, Chief Procurement Officer

VIA: Mario Diaz, City Manager

DATE: January 21, 2025

SUBJECT: Phase 2 Overview - Redevelopment Project for Judge Arthur I. Snyder Tennis Center

Project Overview

As presented to the City Commission on February 20, 2024, the City envisions and anticipates a signature Recreational Complex to include popular recreational and leisure activities that cater to various demographics. A Recreational Complex will be another gem for the City and a hub for community engagement, public health and wellness, sports, economic development, tourism, social gatherings, etc.

Through collaborative efforts with the Parks & Recreation, Community Development, and Procurement Management, the City sought interest from individuals or business owners for a redevelopment project of a Recreation Complex on the two parcels of City-owned land (collectively, the "Site"), located at 16851 W. Dixie Hwy, North Miami Beach, FL.

Procurement Process

Aligned with Florida Statute 255.065, the City will complete a 2-Step Procurement approach. Phase 1 included the Request for Qualifications (RFQ), whereby the City initially requests Respondents to provide responses to highlight and affirm their experience, expertise/qualifications, past performance, technical capabilities, firm stability and other relevant criteria for evaluation to shortlist firms to move to Phase 2. The RFQ was advertised, and the Cone of Silence notice was distributed on July 29, 2024.

Phase 2 includes the Request for Proposals (RFP), whereby the City will extend an invitation to the shortlisted respondents to submit a response which showcases their creativity, innovation, resources, financial stability for development, concepts and ideas for a Recreation Complex for the Site. Phase 2 will be open to the firms that have been pre-qualified and approved at the February 18th Commission meeting.

Procurement Management will communicate and advertise to the pre-qualified, approved firms with next steps and proposal information and instructions. At a later date a Special Meeting will be held for the selected firms to showcase their redevelopment vision/proposal to the City Commission. The City Commission will take this opportunity to discuss the presentations and other criteria to approve the single firm who will move forward in negotiations.

Below outlines a tentative project schedule for Phase 2. Phase 2 is a more elaborate process by which the City will partner with a specialized Architectural and Engineering firm to not only ensure

Recreational Complex Redevelopment Project

page 2

we are compliant with State Statutes, but to assist in the technical review and negotiations of the project.

RFP-24-026-SG - RECREATIONAL COMPLEX REDEVELOPMENT PROJECT PHASE TWO DEVELOPER PRE-QUALIFICATION	
Procurement Process	
<u>Description</u>	<u>Tentative Date</u>
Start of Phase 2	February 2025
Secure Consulting Firm <i>(Architect/Engineer [255.065(3)5])</i>	February 2025
Phase 2 - Advertise Date	February/March 2025
Pre-Proposal Meeting #1	March/April 2025
Solicitation Close Date <i>(up to 120 days [255.065(3)5.2])</i>	May 2025
Evaluation Phase Start <i>(Technical Review)</i>	May 2025
End of Cone of Silence Phase 2	June 2025
Phase 2 Recommendation to Commission for Presentations	June 2025
Special Meetings for Presentations (2)	June/July 2025
Special Meeting for Commission Approval of Developer	July 2025
City Negotiate/Enter Interim Agreement [255.065(3)6] <i>(optional)</i> <i>(project planning and development, design, environmental analysis and mitigation, survey, other activities)</i>	August 2025
City Negotiate/Enter Comprehensive Agreement [255.065(3)6] <i>(performance and payment bonds, letters of credit, design approval, insurances, fees, etc.)</i>	August 2025
Agreement Approval to Commission	August/September 2025

Solicitation RFQ-24-026-SG

RECREATIONAL COMPLEX REDEVELOPMENT PROJECT PHASE ONE DEVELOPER PRE-QUALIFICATION

Bid Designation: Public



City of North Miami Beach

Bid RFQ-24-026-SG

RECREATIONAL COMPLEX REDEVELOPMENT PROJECT PHASE ONE DEVELOPER PRE-QUALIFICATION

Bid Number	RFQ-24-026-SG
Bid Title	RECREATIONAL COMPLEX REDEVELOPMENT PROJECT PHASE ONE DEVELOPER PRE-QUALIFICATION
Bid Start Date	Jul 29, 2024 5:39:40 PM EDT
Bid End Date	Oct 7, 2024 3:00:00 PM EDT
Question & Answer End Date	Sep 27, 2024 3:00:00 PM EDT
Bid Contact	Shereece George Depusoir Chief Procurement Officer 305-948-2946 Shereece.George@citynmb.com
Bid Contact	Kemesia Clarke Purchasing Specialist 305-948-2946 kemesia.clarke@citynmb.com
Contract Duration	2 years
Contract Renewal	Not Applicable
Prices Good for	Not Applicable
Pre-Bid Conference	Aug 13, 2024 11:00:00 AM EDT (Online) Attendance is optional
Bid Comments	<p>The City of North Miami Beach (“City”), a political subdivision of the State of Florida, is seeking interest from individuals or business owners for a redevelopment project of a Recreation Complex on the two parcels of City-owned land (collectively, the “Site”), which is located at 16851 W. Dixie Highway (Harriet Tubman Highway) North Miami Beach, FL.</p> <p>Respondents shall respond BOTH virtually AND physically to be deemed responsive by the RFQ deadline of Monday, September 30, 2024. SEE SECTION 4.0</p> <p><u>*** TWO PRE-BID MEETINGS SHALL BE HELD VIRTUALLY***</u></p> <p>#1: Tuesday, August 13, 2024 @ 11AM VIA ZOOM -</p> <p>https://citynmb.zoom.us/j/89414750231?pwd=cz60ugaVcvPbMiHqepcHpZ21UdX1h1.1 Meeting ID: 894 1475 0231 Passcode: 931503</p> <p>#2: Thursday, September 12, 2024 @ 11AM VIA ZOOM -</p> <p>https://citynmb.zoom.us/j/83004919742?pwd=eyCQFVvYxKwAU1FUUUQzst4jSDI7hM.1 Meeting ID: 830 0491 9742 Passcode: 838558</p> <p>Respondents’ submittals will be reviewed and evaluated in accordance with Section 4.0 and Section 5.0. A</p>

shortlist will be determined based on the criteria outlined in the RFQ. Shortlisted firms will be presented to the City Commission for discussion and approval. The shortlisted firms will move to Phase 2 to submit their proposals.

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 Aug 13, 2024:

****ADDENDUM #1 - PRE-BID MEETING VIA ZOOM Tuesday, August 13, 2024 @ 11AM VIA ZOOM -**

<https://citynmb.zoom.us/j/89414750231?pwd=cz60ugaVcvPbMiHqepcHpZ21UdX1h1.1>

Meeting ID: 894 1475 0231

Passcode: 931503

Added on Sep 11, 2024:

****ADDENDUM #2 - PRE-BID MEETING VIA ZOOM, Thursday, September 12, 2024 @ 11AM****

<https://citynmb.zoom.us/j/83004919742?pwd=eyCQFVvYxKwAU1FUUUQzst4jSDI7hM.1>

Meeting ID: 830 0491 9742

Passcode: 838558

Added on Sep 23, 2024:

****ADDENDUM #3 Q & A END DATE EXTENDED TO: FRIDAY, SEPTEMBER 27, 2024 // BID CLOSE DATE HAS BEEN CHANGED: MONDAY, OCTOBER 7, 2024****

Added on Oct 1, 2024:

****ADDENDUM #4 - POSTED ZOOM PRE-BID MEETINGS #1 & #2****

Addendum # 1

New Documents	Recreational Complex Redevelopment Project 3.pdf
Removed Documents	Recreational Complex Redevelopment Project 2.pdf

Item Response Form

Item **RFQ-24-026-SG--01-01 - Provide Qualifications - Section 4.0**

Quantity **1 each**

Unit Price

Delivery Location **City of North Miami Beach**
[City of North Miami Beach](#)
 17011 NE 19th Avenue
 North Miami Beach FL 33162
 Qty 1

Description
SEE SECTION 4.0 RESPONDENT DELIVERABLES

Respondents shall respond BOTH virtually AND physically to be deemed responsive by the RFQ deadline of: Monday, September 30, 2024

Virtual Response shall be via Bid Sync by completing Section 6.0 Required Documents.

Physical Response; Section 4.0 shall be delivered in person to: to City of North Miami Beach, City Hall, Third Floor Procurement Management Department, Suite 315 located at: 17011 NE 19th Avenue, North Miami Beach, FL 33162. The completion of Submittal Package in accordance with the format outlined herein. Five (5) complete submittal packages shall be included and delivered to the aforementioned location.



Recreational Complex Redevelopment Project

Phase One – Developer Pre-Qualification

CITY OF NORTH MIAMI BEACH

Mario A. Diaz, City Manager

PROCUREMENT MANAGEMENT DEPARTMENT

Sherece George Depusoir, Chief Procurement Officer

bids@citynmb.com

Executive Summary

The City of North Miami Beach, FL (“City”) is soliciting a Request for Qualifications (“RFQ”) from qualified real estate developers, business owners and individuals for a redevelopment opportunity for the construction of a Recreational Complex on the two parcels of City-owned land (collectively, the “Site”), located at 16851 W. Dixie Hwy, North Miami Beach, FL.

The City will engage in a two-phase formal solicitation process to identify and partner with a developer for a recreational complex.

Phase One - Request for Qualifications: The City is using the Request for Qualifications process to establish a pre-qualified list of developers who will be invited to submit a detailed development proposal under Phase Two of this process.

Phase Two - Limited Request for Proposals: Under Phase Two of the process, only the pre-qualified development firms approved by the City Commission as apart of Phase One will be invited to submit a detailed development proposal, conceptual designs, and a financial plan for the Redevelopment Project.

The Offering

Property Address: 16851 West Dixie Highway

North Miami Beach, FL 33160

Folio:07-2209-001-0681

Lot Size: 438,649 SF or 10 acres

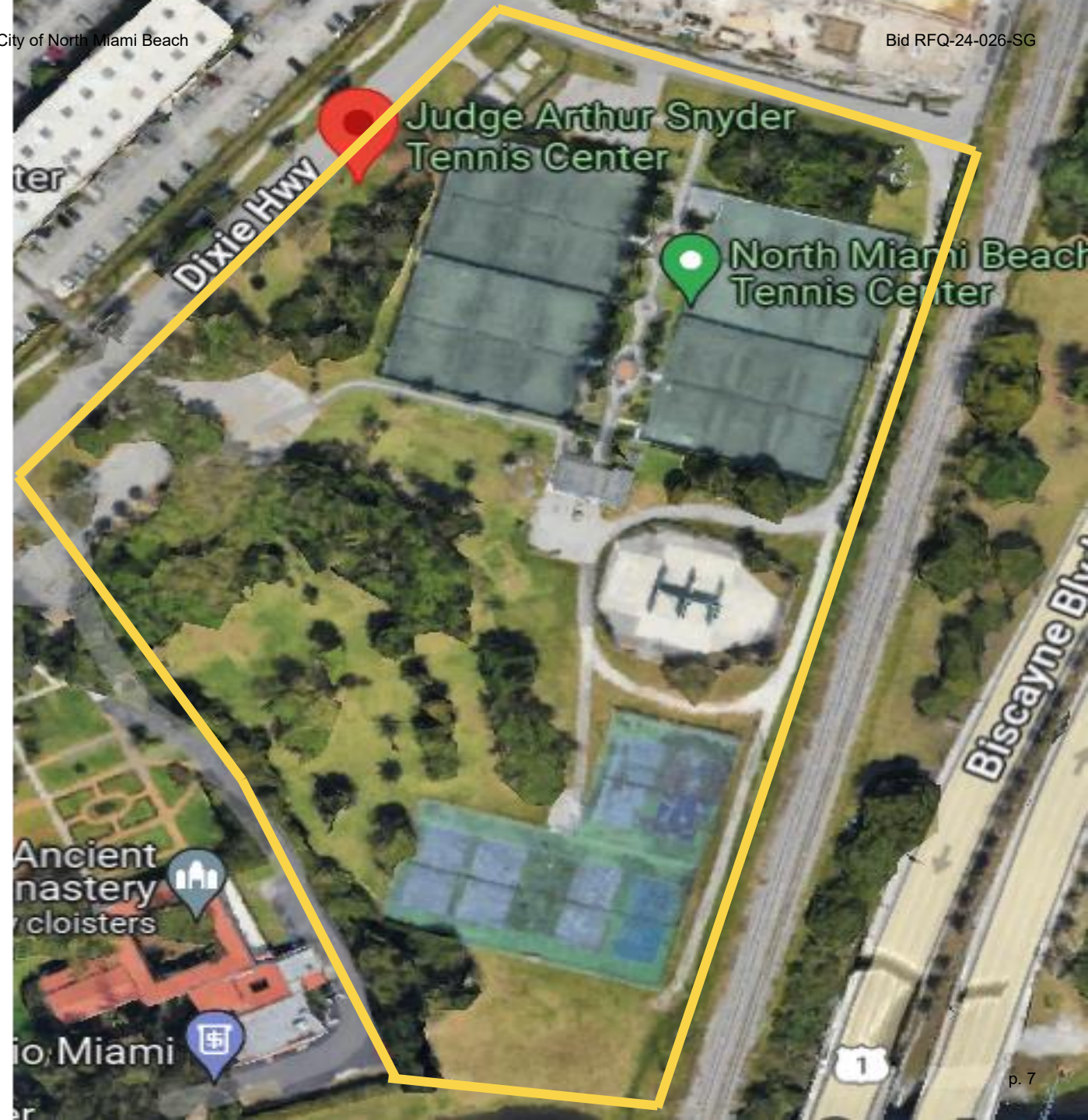
Municipal Zone: Community Facility (CF)

- The site is located with easy transit access to the West Dixie Highway Corridor, Biscayne Boulevard, residential areas, employment centers, and the City of North Miami
- To the north are some local flavors, with several popular restaurants, and a local grocery and popular fish market.
- To the south, this site is adjacent to the Spanish Monastery, a historic local attraction, and across the canal, the City has recently approved new mixed-use development in the form of May NMB (2024) and BH-164 (2023).
- To the west are residential areas with both single and multifamily with longstanding residents eager to see an enhanced community facility at Snyder Park.

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City of North Miami Beach

Bid RFQ-24-026-SG



The Vision



The City envisions and anticipates a signature recreation complex to include popular recreational and leisure activities that cater to various demographics. The Complex should include a state-of-the-art recreational facility, enhanced greenspace areas and walking paths, which could provide pedestrian connectivity along West Dixie Highway and across Biscayne Blvd. to East Greynolds Park and Snake Creek Canal.

This recreational complex will serve as a community hub for fitness, sports, wellness, and social activities. Additional recreation and leisure components should include but not limited to:

- Stadium Courts & Seating for Tennis, Pickleball, Padel
- Dog Park
- Art Displays
- Club House / Event Space
- Educational / Training Space / Meeting Rooms
- Café or Dining Hall
- Rooftop Lounge



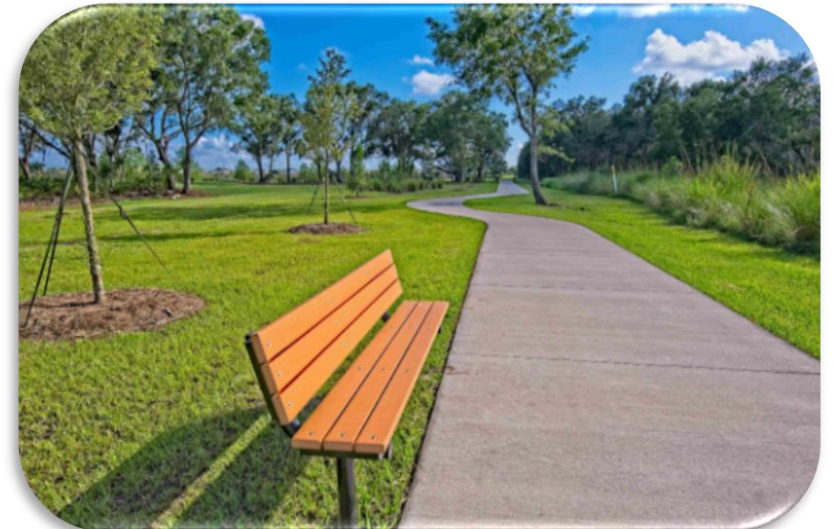
The Vision

This strategic and collaborative approach is intended to be open to innovative and commercial ideas, particularly those which are community-based and recreational activity-oriented. The project would provide a market-driven solution toward creating, as well as expanding visitation to the area.

We anticipate receiving the world-class ideas to best redevelop the Site in a manner that will be financially self-sustaining in the future.



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Project Priorities

MUST HAVES

- Sport courts and seating
- Green spaces / walking paths
- Indoor / Outdoor dining & lounge
- Parking and alternative transportation options like EV stations and biking
- Innovative public gathering space
- High quality architectural and urban design
- Integration of local commuter options
- Incorporation of arts and culture

STRONGLY ENCOURAGE

- Sustainable building practices that include design, construction and stewardship of products and environments that align human need and ecological resourcefulness. Water conservation, renewable energy and low embodied carbon are among the desired practices in this category.
- Job opportunities for local residents and creative small business opportunities which may include training space, innovation hubs, restaurants, art and culture.

General Project Information

➤ Solicitation Details

- RFQ-24-026-SG Recreational Complex Redevelopment Project: PHASE ONE Developer Pre-Qualification
 - ✓ **RFQ Release Date:** July 29, 2024
 - ✓ **Pre-Bid Conference:** August 13, 2024 & September 12, 2024
 - ✓ **Proposal Submission Deadline:** September 30, 2024

➤ Bid Sync – Periscope: 800-990-9339

➤ Procurement Management – 305-948-4629 / bids@citynmb.com

- Vendor Services – vendor@citynmb.com
- City Hall: 17011 NE 19th Ave, Suite #315, North Miami Beach, FL 33162



Recreational Complex Redevelopment Project

Phase One – Developer Pre-Qualification

CITY OF NORTH MIAMI BEACH
Mario A. Diaz, City Manager

PROCUREMENT MANAGEMENT DEPARTMENT
Sherece George Depusoir, Chief Procurement Officer
bids@citynmb.com



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SECTION 1.0 GENERAL TERMS AND CONDITIONS

1.1 DEFINITIONS

When used in Contract Documents (defined below) or in related documents, the following terms shall have the meanings given below:

Addendum: A modification of the Plans, Specifications or other Contract Documents distributed to prospective Bidders prior to the opening of Bids/Proposals.

Allowance Account: Amount established to cover the cost of prescribed items that are not specified in enough detail.

Advertisement for Bids: The public notice inviting the submission of bids for the work.

Bid: The written offer of a Bidder to perform the work or service.

Bid Documents: Bid Guarantee or Bid deposit. The Advertisement for Bid, Instructions to Bidders, Bid Form, Bidder Bond, Contract, Performance Bond, Payment Bond, General Conditions, Special Conditions, and Scope of Work, together with all Addenda.

Bid Form: The form on which Bids are submitted.

Bidder: Any individual, firm, partnership, or corporation submitting a Bid in accordance with the Instructions to Bidders.

Bid/Proposal Bond: A bond executed by a Bidder/Respondent and its Surety in the attached form guaranteeing that the Bidder/Respondent, if awarded the Contract will execute the same and will timely furnish the required Performance Bond, Payment Bond, and evidence of Insurance.

Calendar Day: Every day shown on the calendar.

Change Order: A written agreement executed by the City, the Contractor and the Contractor's Surety, covering modifications to the Contract recommended by the Project Manager and approved by the City Manager and/or City Commission.

Construction Manager: Individual that coordinates and supervises and/or oversees the implementation of this project.

Contract: The written agreement between the City and the Bidder for performance of the Work in accordance with the requirements of the Contract Documents and for the payment of the agreed consideration.



Contract Documents: The Instructions to Bidders, Bid Form, Bid Bond, Contract, Performance Bond, Payment Bond, General Conditions, Special Conditions, and Scope of Work, together with all Addenda.

Contract Manager: North Miami Beach's City Manager or designee or duly authorized representative designated to manage the Contract.

Contractor: The individual, firm, partnership, corporation, or joint venture whose bid is accepted and who enters into a Contract with the City of North Miami Beach and who is liable for the acceptable performance of the work and for the payment of all legal debts pertaining to the Work.

Contract Date: The date on which the Agreement is effective.

Contract Time: The number of days allowed for completion of the work. The Contract Time will be stipulated in the Bid Form, unless extended by a Change Order. All contract time shall be measured in calendar days.

City: A political subdivision, Incorporated City within Miami-Dade County of the State of Florida, whose governing body is a City Commission consisting of a Mayor, Vice Mayor and five City Commission members.

City Manager: The Manager of the City of North Miami Beach, Florida.

Days: Reference made to Days shall mean consecutive calendar days.

Deliverables: All documentation and any items of any nature submitted by the Contractor to the City's Contract Manager for review and approval in writing pursuant to the terms of the Agreement.

Engineer: Any individual, firm partnership, or corporation providing design services related to this Bid.

Inspector: Individual employed to ensure that official regulations are obeyed for this project.

Lessee: Any individual, partnership or corporation having a tenant relationship with the City of North Miami Beach.

Owner: The term Owner as used in this Contract shall mean the City of North Miami Beach.

Performance Deposit: Certified Bank Check executed by the Contractor, on the attached forms, assuring that the Contractor will, in good faith, perform and guarantee the work in full conformity with the terms of the Contract Documents and will promptly pay all person's sup- plying the Contractor with labor, materials, or supplies, used directly or indirectly by the Contractor in the prosecution of the Work.



Project Manager: The duly authorized representative designated to manage the Project.

Scope of Service: Document which details the work to be performed by the Bidder.

Subcontractor or Sub consultant: Any person, entity, firm, or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf of and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.

The words "Work", "Services", "Program", or "Project": All matters and things required to be done by the Bidder in accordance with the provisions of the Contract.

The words "Directed", "Required", "Permitted", "Ordered", "Designated", "Selected", "Prescribed", or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the City's Contract Manager; and similarly the words "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the City's Contract Manager. In resolving disputes and in all respects the City Manager's decision shall be final.

1.2 VENDOR REGISTRATION INSTRUCTIONS

It is the policy of the City to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the Solicitation are encouraged to submit Bids. At the time of contract award (including small purchase orders), Bidders must complete a Vendor Application. For information and to apply as a vendor, please visit our website at www.citynmb.com to download an application and submit it to Procurement Management Division, 17011 NE 19 Avenue, Suite 315 North Miami Beach, Florida 33162. To get solicitation document, specifications and updates go to www.citynmb.com.

1.3 CONE OF SILENCE AND REQUEST FOR ADDITIONAL INFORMATION

"Cone of Silence," as used herein, means a prohibition on any communication regarding a particular Request for Proposal ("RFP"), Request for Qualification ("RFQ") or Invitation to Bid ("ITB").

Pursuant to Section 2-11.1(t) of the County Code, all solicitations, once advertised and until an award recommendation has been forwarded to the appropriate authority are under the "Cone of Silence". Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the Chief Procurement Officer or Procurement Supervisor. Such inquiries or request for information shall be submitted to the Chief Procurement Officer or Procurement Supervisor and shall contain the requester's name, address, and telephone number. The request may also be electronically mailed to bids@citynmb.com or mailed to Procurement



Management Division, 17011 NE 19 Avenue,
Suite 315, North Miami Beach, Florida 33162.

During the Cone of Silence, the following is prohibited: Any communication regarding this solicitation between a potential vendor, service provider, Bidder, lobbyist, or consultant and the City's professional staff including, but not limited to City Commission, the City Manager and his or her staff. All communication regarding this solicitation should be sent in writing only to the Procurement Management Division at bids@citynmb.com.

1.4 BIDDERS RESPONSIBILITIES

Bidders are required to submit their bids upon the following express conditions:

- A. Bidders shall thoroughly examine the drawings, specifications, schedules, instructions, and all other contract documents.
- B. Bidders shall make all investigations necessary to thoroughly inform themselves regarding site(s) and facilities for delivery of material and equipment as required by the solicitation conditions. No plea of ignorance, by the Bidder, of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation due the Bidder.

- C. Bidders are advised that all City contracts are subject to all legal requirements provided for in the City of North Miami Beach Purchasing Code and applicable Miami-Dade County Ordinances, State Statutes and Federal Statutes.

1.5 SUBMISSION OF BIDS

Bids and Addenda thereto shall be delivered via Bidsync.com by the due/time specified.

1.6 ADDENDA

The Procurement Management Division may issue an addendum in response to any inquiry received, prior to the bid opening, which changes, adds to, or clarifies the terms, provisions, or requirements of the solicitation. The Bidder should not rely on any representation, statement, or explanation, whether written or verbal, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued shall prevail. It is the Bidder's responsibility to ensure receipt of all addenda and any accompanying documents. Bidder(s) shall acknowledge receipt of any formal Addenda via Bidsync.com. Failure to acknowledge Addenda shall deem the response non-responsive provided, however, that the City may waive this requirement in its best interest.

1.7 REJECTION OF BID

The City reserves the right to reject any or all bids prior to award. Reasonable efforts



will be made to either award the contract or reject all bids within one hundred and twenty (120) calendar days after Bids opening date.

1.8 WITHDRAWAL OF BID

- A. Bids may not be withdrawn and shall be deemed enforceable for a period of 120 days after the time set for the Bid opening.
- B. Bids may be withdrawn prior to the time set for the Bid opening. Such request must be in writing.
- C. The City will permanently retain as liquidated damages the Bid deposit furnished by any Bidder who requests to withdraw a Bid after the Bid opening.

1.9 LATE BIDS OR MODIFICATIONS

Only Bids received as of opening date and time will be considered timely. Bids and modifications received after the time set for the Bid opening will be rejected as late.

1.10 CONFLICTS WITHIN THE SOLICITATION

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, Scope of Services, Bid Submittal Section, or any addendum issued, the order of precedence shall be as follows: The last addendum issued, the General Terms and Conditions, the Special Conditions, the Scope of Services, and the Bid Submittal Section.

1.11 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications or other bid documents or any part thereof, he/she may submit to the Chief Procurement Officer on or before the date and time stated herein, a request for clarification. All such requests for clarification shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by Addendum duly issued. The City will not be responsible for any other explanation or interpretation of the proposed made or given prior to the award of the contract. Any objection to the specifications and requirements as set forth in this bid must be filed in writing with the **Chief Procurement Officer by the deadline for Questions posted on Bidsync.com.**

1.12 INVOICING/PAYMENT

All invoices should be sent to:

Finance Department,
17011 NE 19 Avenue, 3rd Floor,
North Miami Beach, Florida 33162.

In accordance with Florida State Statutes, Chapter 218, payment will be made within 45 days after receipt of services and a proper invoice. The City cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D. Bidders should state any payment discount in the space provided on the bid form.



1.13 COMPETENCY OF BIDDERS

- A. Pre-award inspection of the Bidder's facility may be made prior to the award of contract. Bids will be considered only from firms which are regularly engaged in the business of providing the goods and/or services as described in this solicitation(s); have a record of performance for a reasonable period of time; and have sufficient financial support, equipment and organization to ensure that they can satisfactorily deliver the material and/or services if awarded a Contract under the terms and conditions herein stated. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practices in the industry and as determined by the proper authorities of the City.
- B. The City may consider any evidence available to it of the financial, technical, and other qualifications and abilities of a Bidder, including past performance (experience) in making the award in the best interest of the City. In all cases the City of North Miami Beach shall have no liability to any contractor for any costs or expense incurred in connection with this bid or otherwise.

1.14 NOTICE REQUIREMENTS UNDER THE AGREEMENT

All notices required or permitted under the Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or

delivered via e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

To the Chief Procurement Officer.
Procurement Management Division
17011 NE 19th Avenue, Suite 315
North Miami Beach, FL 33162
Phone: (305) 948-2946
Email: bids@citynmb.com

and,

To the City Attorney
City Attorney
17011 NE 19th Avenue, 4th Floor
North Miami Beach, FL 33162
Phone: (305) 948-2939

To the Bidder

Notices will be sent to the Bidder at the e-mail address and to the person listed in the bid, as applicable.

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.



1.15 EMPLOYEES

All employees of the Bidder shall be at all times the sole employees of the Bidder under the Bidder's sole direction, and not employees or agents of the City of North Miami Beach. The Bidder shall supply competent and physically capable employees and the City is authorized to require the Bidder to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on City property is not in the best interest of the City.

Each employee at all times shall have and display in plain view proper identification. The names of the employee and the company shall be displayed on the front of the employee's shirt.

1.16 AWARD OF BID

The bid, or contract, shall be awarded to the lowest responsible and responsive bidder whose bid conforms with the terms and conditions of the Invitation to Bid.

1.17 PROTESTS

- A. Right to protest. Any Bidder or interested parties (hereinafter collectively referred to as the "Bidder") who has a substantial interest in and is aggrieved in connection with the solicitation or proposed award of the ITB may protest to the City Manager or designee. Protests arising from the decisions and votes of any evaluation or selection committee shall be limited to protests

based upon alleged deviation(s) from established purchasing procedures set forth in City Purchasing Code, any written guidelines of the procurement department, and the specifications, requirements and/or terms set forth in the ITB.

1. Any protest concerning the ITB specifications, requirements, and/or terms must be made within three business days (for the purposes of this section, "business day" means a day other than Saturday, Sunday, or a national holiday), from the time the facts become known and, in any case, at least seven business days prior to the opening of the responses. Such protest must be made in writing (as provided for herein *Notice Requirements*) to the Chief Procurement Officer with copy to the City Manager and City Attorney, and such protest shall state the particular grounds on which it is based and shall include all pertinent documents and evidence. No protest shall be accepted unless it complies with the requirements of this section. Failure to timely protest ITB specifications, requirements and/or terms is a waiver of the ability to protest the specifications, requirements and/or terms.
2. Any protest after the bid opening, including challenges to actions of any evaluation or selection committee as provided in subsection (1) above shall be submitted in writing to the Chief Procurement Officer with copy to the City Manager and City Attorney. The City will allow such bid protest to be submitted anytime until two business days



- following the release of the notice of the City Manager's written recommendation to the City Commission for award of the solicitation in question. Such protest shall state the particular grounds on which it is based and shall include all pertinent grounds on which it is based and shall include all pertinent documents and evidence. No protest shall be accepted unless it complies with the requirements of this section. All Bidders shall be notified in writing (which may be transmitted by electronic communication, such as e-mail), following the release of the City Manager's written recommendation to the City Commission.
- B. The City may request reasonable reimbursement for expenses incurred in processing any protest hereunder, which expenses shall include, but not be limited to, staff time, legal fees, and expenses (including expert witness fees), reproduction of documents and other out-of-pocket expenses.
- C. Authority to resolve protests. The City Manager or designee shall have the authority to settle and resolve a protest concerning the solicitation or award of the ITB.
- D. Responsiveness. Prior to any decision being rendered under this section with respect to a protest, the City Manager and the City Attorney, or their respective designees, shall certify whether the submission of the response to the ITB in question is responsive. The parties to the protest shall be bound by the determination of the City Manager and the City Attorney with regard to the issue of responsiveness.
- E. Decision and appeal procedures. If the protest is not resolved by mutual agreement, the City Manager and the City Attorney, or their respective designees, shall promptly issue a decision in writing. The decision shall specifically state the reasons for the action taken and inform the protestor of his or her right to challenge the decision. Any person aggrieved by any action or decision of the City Manager, the City Attorney, or their respective designees, with regard to any decision rendered under this section may appeal said decision by filing an original action in the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, in accordance with the applicable court rules. Any action not brought in good faith shall be subject to sanctions including damages suffered by the City and attorney's fees incurred by the City in defense of such wrongful action.
- F. Distribution. A copy of each decision by the City Manager and the City Attorney shall be mailed or otherwise furnished immediately to the protestor.
- G. Stay of procurements during protests. In the event of a timely protest under this section, the City shall not proceed further with the solicitation or with the award pursuant to the ITB unless a written determination is made by the City Manager, that the award pursuant to the ITB must be made without delay in order to protect a substantial interest of the City.



- H. The institution and filing of a protest under this section is an administrative remedy that shall be employed prior to the institution and filing of any civil action against the City concerning the subject matter of the protest.
- I. Protests not timely made under this section shall be barred. Any basis or ground for a protest not set forth in the letter of protest required under this section shall be deemed waived.
- J. At the time, the City Manager's written recommendation for award of the ITB is presented at a meeting of the Mayor and City Commission, the City Attorney, or designee, shall present a report to inform the Mayor and City Commission of any legal issues relative to any protest filed in connection with the ITB in question.
- K. The determination of the City Manager and the City Attorney with regards to all procedural and technical matters shall be final.

1.18 AGREEMENT

An agreement shall be sent to the awarded Bidder to be signed, witnessed, and returned to the City for execution. The City will provide a copy of the fully executed agreement to the awarded Bidder.

1.19 DISQUALIFICATION OF BIDDERS

A Bidder may be disqualified temporarily or permanently, and his/her bid(s) rejected for:

- Poor performance or default, in the City's opinion, on previous contracts with the City.
- Poor performance or default, in the City's opinion, on previous contracts with other public entities.
- Insufficient financial or company size, in the City's opinion, to perform the requirements of the contract.

1.20 SUBCONTRACTING

The Bidder will not assign, transfer or sub-contract any work either in whole or in part, without prior written approval of the City. The Bidder shall furnish in writing to the City the names of the Subcontractors. The Bidder shall not contract with any Subcontractors to whom the City has made reasonable and timely objection. The final Subcontractors list shall be presented to the City.

1.21 ASSIGNMENT

The successful Bidder shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title, or interest therein, or its power to execute such contract to any person, company, or corporation without the prior written consent of the City and City's approval.

1.22 FRAUD AND MISREPRESENTATION

In accordance with City Purchasing Policy 3.6 and pursuant to Section 2-8-1.4 of the Miami-Dade County Code, any individual, corporation, or other entity that attempts to



meet its contractual obligations with the City through fraud, misrepresentation, or material misstatement, may be debarred from doing business with the City. The City as further sanction may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

1.23 COLLUSION

The Bidder, by affixing his signature to this bid, agrees to the following: "Bidder certifies that his/her bid is made without previous understanding, agreement, or connection with any person, firm or corporation, making a bid for the same items, or the initiating City department, and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action."

1.24 PATENTS AND COPYRIGHTS

It shall be understood and agreed that by the submission of a bid, the Bidder, if awarded a contract, shall save harmless and fully indemnify the City and any of its officers or agents from any and all damages that may, at any time, be imposed or claimed for infringement of any patent right, trademark, or copyright, of any person or persons, association, or corporation, as the result of the use of such articles by the City, or any of its officers, agents, or employees, and of which articles the contractor is not the patentee, assignee, licensee, or owner, or lawfully entitled to sell same.

1.25 PUBLIC RECORDS LAW

Pursuant to Florida Statute 119.07, public records may be inspected and examined by anyone desiring to do so, at a reasonable time, under reasonable conditions, and under supervision by the custodian of the public record. Sealed Bids and Proposals become subject to this statute, notwithstanding Bidders' requests to the contrary, at the time the City provides notice of a decision or intended decision, or 30 days after bid or bid opening, whichever is earlier.

Financial statements submitted in response to a request by the City are confidential and exempt from disclosure. Data processing software obtained under a licensing agreement which prohibits its disclosure is also exempt.

Bidders are hereby notified and agree that all information submitted as part of, or in support of bid/proposal submittals will be available for public inspection after opening of bids/proposals in compliance with Chapter 119 of the Florida Statutes. The Bidder shall not submit any information in response to this invitation which the Bidder considers to be a trade secret, proprietary or confidential. The submission of any information to the City in connection with this ITB shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the Bidder. In the event that the Bidder submits information to the City in violation of this restriction, either inadvertently or intentionally and clearly identifies that information in the bid/proposal as protected or confidential, the City shall endeavor to redact and return that information to the Bidder as quickly as possible, and if appropriate, evaluate the balance of the bid/proposal. The redaction or return of information pursuant to



this clause may render a bid/response non-responsive.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (TELEPHONE NUMBER: (305) 787-6001, E-MAIL ADDRESS: CITYCLERK@CITYNMB.COM, AND MAILING ADDRESS: CITY CLERK, NMB CITY HALL, 17011 N.E. 19 AVENUE, NORTH MIAMI BEACH, FLORIDA 33162-3100).

1.26 EXCEPTIONS TO BID

The Bidder must clearly indicate any exceptions they wish to take to any of the terms in this Bid, and outline what, if any, alternative is being offered. All exceptions and alternatives shall be included and clearly delineated, in writing, in the Bid. The City, at its sole and absolute discretion, may accept or reject any or all exceptions and alternatives. In cases in which exceptions and alternatives are rejected, the City shall require the Bidder to comply with the particular term and/or condition of the ITB to which the Bidder took exception to (as said term and/or condition was originally set forth on the ITB.)

1.27 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

The Bidder shall indemnify and hold harmless the City of North Miami Beach and its officers, employees, agents, and instrumentalities from any and all liability, losses, or damages in an amount not less than \$1,000,000 per occurrence. In addition to \$1,000,000 per occurrence, the City shall be entitled to attorney's fees and costs of defense, which the City of North Miami Beach, or its officers, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this project by the awarded Bidder or its employees, agents, servants, partners, principals or subcontractors. Furthermore, the awarded Bidder shall pay all claims and losses in an amount not less than \$1,000,000 per occurrence in connection therewith and shall investigate and defend all claims, suits, or actions of any kind of nature in the name of the City of North Miami Beach, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The awarded Bidder expressly understands and agrees that any insurance protection required by the resulting agreement or otherwise provided by the awarded Bidder shall cover the City of North Miami Beach, its officers, employees, agents and instrumentalities and shall include claims for damages resulting from and/or caused by the negligence, recklessness or intentional wrongful misconduct of the indemnifying party and persons employed or by utilized by the indemnifying party in the performance of the contract.

1.28 COPELAND "ANTI-KICKBACK"



Contractor and all subcontractors will comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

1.29 CHOICE OF LAW

If and when this contract is disputed, and should it be necessary to litigate, the substantive and procedural laws of the State of Florida shall govern the outcome of such litigation. This shall apply notwithstanding such factors which include, but are not limited to, place where contract is entered into, place where accident arises and choice of law principles.

1.30 QUANTITIES

The City specifically reserves the right to accept all or any part of the bid, to split the award, to increase or decrease the quantity to meet additional or reduced requirements of the City, without such change affecting the contract price set forth in the bid form by the Bidder.

1.31 CLAIMS

Successful Bidder(s) will be responsible for making any and all claims against carriers for missing or damaged items.

1.32 MODIFICATION OF CONTRACT

The contract may be modified by mutual consent, in writing through the issuance of a

modification to the contract, purchase order, change order or award sheet, as appropriate.

1.33 PUBLIC ENTITY CRIMES

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

1.34 DISCRIMINATION

Any entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid/proposal on a contract to provide goods or services to a public entity, may not submit a bid/proposal on a contract with a public entity for construction or repair of a public building or public work, may not submit bids/proposals on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.



1.35 DRUG-FREEWORKPLACE PROGRAM

Bidders are required to maintain and enforce a Drug-Free Workplace Program for the duration of the agreement and any extensions thereof. Bidders shall complete and submit a copy of the attached form and a copy of the program with their bid.

1.36 SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY

Bidders shall sign and submit this attached form indicating understanding and compliance with the City's and State's policies prohibiting solicitation and acceptance of gifts by public officers, employees, or candidates.

Failure to submit this signed form will result in your bid being declared non-responsive; provided, however, that the low Bidder may be given the opportunity to submit the form to the City within five calendar days after notification by the City, if this is determined to be in the best interest of the City.

1.37 ACCESS TO RECORDS

The City reserves the right to require the Bidder to submit to an audit. The Bidder shall provide access to all of its records which relate directly or indirectly to the Agreement at its place of business during regular business hours. The selected Bidder shall retain all records pertaining to the Agreement and upon request make them available to the City for three years following expiration of the Agreement. The Bidder agrees to provide such assistance as may be necessary to

facilitate the review or audit by the City to ensure compliance with applicable accounting and financial standards at no cost to the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (TELEPHONE NUMBER: (305) 787-6001, E-MAIL ADDRESS: CITYCLERK@CITYNMB.COM, AND MAILING ADDRESS: CITY CLERK, NMB CITY HALL, 17011 N.E. 19 AVENUE, NORTH MIAMI BEACH, FLORIDA 33162-3100).

1.38 BEST INTEREST OF NORTH MIAMI BEACH

The City of North Miami Beach reserves the right to reject any and all submissions, to waive any and all irregularities in any submission, and to make awards in the best interest of the City.

1.39 INSURANCE REQUIREMENTS

The Bidder shall maintain and carry in full force during the Term the insurance required herein. Upon City's notification, the Bidder shall furnish to the Procurement Management Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:



- A. Worker's Compensation Insurance for all employees of the Bidder as required by Florida Statute 440. Should the Bidder be exempt from this Statute, the Bidder and each employee shall hold the City harmless from any injury incurred during performance of the Contract. The exempt Bidder shall also submit a written statement detailing the number of employees and that they are not required to carry Worker's Compensation insurance, and do not anticipate hiring any additional employees during the term of this contract or a copy of a Certificate of Exemption.
- B. General Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000 per person, \$2,000,000 per occurrence for bodily injury and property damage. City of North Miami Beach must be shown as an additional insured with respect to this coverage. The mailing address of City of North Miami Beach 17011 NE 19 Avenue, Suite 315, North Miami Beach, Florida 33162, as the certificate holder, must appear on the certificate of insurance.
- C. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than \$1,000,000 combined. City of North Miami Beach must be shown as an additional insured with respect to this coverage. The mailing address of City of North Miami Beach 17011 NE 19 Avenue, Suite 315, North Miami Beach, Florida 33162, as the certificate holder, must appear on the certificate of insurance. Add: Uninsured Motorist Coverage.

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

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

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

NOTE: CITY OF NORTH MIAMI BEACH CONTRACT NUMBER AND TITLE MUST APPEAR ON EACH CERTIFICATE OF INSURANCE.

Compliance with the foregoing requirements shall not relieve the Bidder of this liability and obligation under this section or under any other section in the Agreement.

Award of this Contract is contingent upon the receipt of the insurance documents, as



required, within fifteen (15) calendar days after City notification to Bidder to comply before the award is made. If the insurance certificate is received within the specified time frame but not in the manner prescribed in the Agreement, the Bidder shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit certificate to the City. If the Bidder fails to submit the required insurance documents in the manner prescribed in the Agreement within twenty (20) calendar days after City notification to comply, the Bidder shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the City.

The Bidder shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the City. If insurance certificates are scheduled to expire during the contractual period, the Bidder shall be responsible for submitting new or renewed insurance certificates to the City at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the City shall suspend the Contract until such time as the new or renewed certificates are received by the City in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the City may, at its sole discretion, terminate this contract.

1.40 CITY WEBSITE

The City utilizes the following procedures for notification of bid opportunities: www.bidsync.com and on the City Website: <https://www.citynmb.com/214/Bid-Opportunities>. These are the only forms of notification by the City. The City shall not be responsible for receipt of notification and information from any source other than those listed. It shall be the bidder's responsibility to verify the validity of all bid information received by sources other than those listed.

1.41 DISCLAIMER

The City of North Miami Beach may, in its sole and absolute discretion without prejudice or liability, accept or reject, in whole or in part, for any reason whatsoever any or all bids; re-advertise this ITB; postpone or cancel at any time this ITB process; or waive any formalities of or irregularities in the process. Bids that are not submitted on time and/or do not conform to the City of North Miami Beach's requirements will not be considered. After all bids are analyzed, Bidder(s) submitting bids that appear, solely in the opinion of the City of North Miami Beach, to be the most qualified, shall be submitted to the City of North Miami Beach's City Commission, and the final selection will be made thereafter with a timetable set solely by the City of North Miami Beach. The selection by the City of North Miami Beach shall be based on the ITB, which is, in the sole opinion of the City Commission of the City of North Miami Beach, in the best interest of the City of North Miami Beach. The issuance of this ITB constitutes only an invitation to make presentations to the City of North Miami Beach. The City of North Miami Beach reserves the right to determine, at its sole discretion, whether any aspect of the



response satisfies the criteria established in this ITB. In all cases the City of North Miami Beach shall have no liability to any bid for any costs or expense incurred in connection with this ITB.

1.42 CONFIDENTIALITY

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

1.43 NATURE OF THE AGREEMENT

The Agreement incorporates and includes all negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in the Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of the Agreement that are not contained in the Agreement, and that the Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning the Agreement shall be of no force or effect, and that the Agreement may be modified, altered, or amended only by a written amendment duly

executed by both parties hereto and their authorized representatives.

The Bidder shall provide the services set forth in the Scope of Services and render full and prompt cooperation with the City in all aspects of the Services performed hereunder.

The Bidder acknowledges that the Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in the Agreement but necessary to carrying out its intent are required by the Agreement, and the Bidder shall perform the same as though they were specifically mentioned, described, and delineated.

The Bidder shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the City's Contract Manager.

The Bidder acknowledges that the City shall be responsible for making all policy decisions regarding the Scope of Services. The Bidder agrees to provide input on policy issues in the form of recommendations.

The Bidder agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the City. The Bidder agrees to act in an



expeditious and fiscally sound manner in providing the City with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

1.44 PAYMENT FOR SERVICES/AMOUNT OBLIGATED

The Bidder warrants that it has reviewed the City's requirements and has asked such questions and conducted such other inquiries as the Bidder deemed necessary in order to determine the price the Bidder will charge to provide the Work and Services to be performed under this Contract. The compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services, shall be in the total amount submitted on the Bid Form. The City shall have no obligation to pay the Bidder any additional sum(s) in excess of this amount, except for a change and/or modification to the Contract which is approved and executed in writing by the City and the Bidder.

All Services undertaken by the Bidder before City's approval of this Contract shall be at the Bidder's risk and expense.

1.45 PRICING

Prices shall remain firm and fixed for the term of the Contract, including any option or extension periods; however, the Bidder may offer incentive discounts to the City at any time during the Contract term, including any renewal or extension thereof.

1.46 MANNER OF PERFORMANCE

- A. The Bidder shall provide the Services described herein in a competent and professional manner satisfactory to the City in accordance with the terms and conditions of the Agreement. The City shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Bidder in all aspects of the Services. At the request of the City, the Bidder shall promptly remove from the project any Bidder's employee, subcontractor, or any other person performing Services hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Bidder.
- B. The Bidder agrees to defend, hold harmless and indemnify the City and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the City, occurring on account of, arising from or in connection with the removal and replacement of any Bidder's personnel performing services hereunder at the behest of the City. Removal and replacement of any Bidder's personnel as used in this Article shall not require the termination and or demotion of such Bidder's personnel.
- C. The Bidder agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter



made. The Bidder agrees to adjust its personnel staffing levels or to replace any of its personnel upon reasonable request from the City, should the City make a determination, in its sole discretion that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.

- D. The Bidder warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character, and licenses as necessary to perform the Services described herein, in a competent and professional manner.
- E. The Bidder shall at all times cooperate with the City and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.
- F. The Bidder shall comply with all provisions of all federal, state, and local laws, statutes, ordinances, and regulations that are applicable to the performance of the Agreement.

1.47 INDEPENDENT CONTRACTOR RELATIONSHIP

The Bidder is, and shall be, in the performance of all work services and activities under the Agreement, an independent contractor, and not an employee, agent of the City. All persons engaged in any of the work or services performed pursuant to the Agreement shall

at all times, and in all places, be subject to the Bidder's sole direction, supervision and control. The Bidder shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Bidder's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees and agents of the City.

The Bidder does not have the power or authority to bind the City in any promise, agreement, or representation other than specifically provided for in the Agreement.

1.48 AUTHORITY OF THE CITY'S CONTRACT MANAGER

- A. The Bidder hereby acknowledges that the City's Contract Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, the Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Bid; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- B. The Bidder shall be bound by all determinations or orders and shall promptly obey and follow every order of the Contract Manager, including the withdrawal or modification of any previous order and regardless of whether the Bidder agrees with the



Contract Manager's determination or order. Where orders are given orally, they will be issued in writing by the Contract Manager as soon thereafter as is practicable.

- C. The Bidder must, in the final instance, seek to resolve every difference concerning the Agreement with the Contract Manager. In the event that the Bidder and the Contract Manager are unable to resolve their difference, the Bidder may initiate a dispute in accordance with the procedures set forth in the section below. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.
- D. In the event of such dispute, the parties to the Agreement authorize the City Manager or designee, who may not be the Contract Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the City Manager's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the City Manager within 10 days of the occurrence, event or act out of which the dispute arises.

The City Manager may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base

the decision on an independent and objective determination of whether Bidder's performance or any Deliverable meets the requirements of the Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the City Manager participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Bidder to the City Manager for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. The parties agree that whenever the City Manager is entitled to exercise discretion or judgment or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be deemed fair and impartial when exercised or taken. The City Manager shall render a decision in writing and deliver a copy of the same to the Bidder. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

1.49 MUTUAL OBLIGATIONS

The Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between



the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.

Nothing in the Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.

In those situations where the Agreement imposes an indemnity or defense obligation on the Contractor, the City may, at its expense, elect to participate in the defense if the City should so choose. Furthermore, the City may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for costs and attorney's fees from the Contractor.

1.50 QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

The Contractor shall maintain, and shall require that its subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Scope of Services. The Contractor and its subcontractors and suppliers shall retain such records, and all other documents relevant to the Services furnished under the Agreement for a period of three (3) years from the expiration date of the Agreement and any extension thereof.

1.51 SUBSTITUTION OF PERSONNEL

In the event the Contractor wishes to substitute personnel for the key personnel identified by the Contractor's Bid, the Contractor must notify the City in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

1.52 ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Contractor understands and agrees that any assumptions, parameters, projections, estimates, and explanations presented by the City were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates, and explanations represent predictions of future events, the City makes no representations or guarantees, the City shall not be responsible for the accuracy of the assumptions presented, the City shall not be responsible for conclusions to be drawn there from, and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risks associated with using this information.

1.53 SEVERABILITY

If the Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from the Agreement without affecting the binding force of the Agreement



as it shall remain after omitting such provision.

1.54 TERMINATION FOR CONVENIENCE AND SUSPENSION OF WORK

- A. The City may terminate the Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the City through fraud, misrepresentation, or material misstatement.
- B. The City may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the City. Such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.
- C. Contractor acknowledges and agrees that ten dollars (\$10.00) of the compensation to be paid by the City, the receipt and adequacy of which is hereby acknowledged by Contractor is given specific consideration to Contractor for City's right to terminate this Agreement for convenience.
- D. The City, through its City Manager, and for its convenience and without cause, terminate the Contract at any time during the term by giving written notice to consultant of such termination, which shall become effective within fifteen (15) days following receipt by the Contractor of such notice. If the Contract is

terminated for convenience by the City, the Contractor shall be paid for any services satisfactorily performed up to the date of termination; following which the City shall be discharged from any and all liabilities, duties, and terms arising out, or by virtue of, this Contract.

- E. The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the City through fraud, misrepresentation or material misstatement may be debarred from City contracting in accordance with the City debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Chapter 3 of the City's Purchasing Policies and Procedures Manual.

In addition to cancellation or termination as otherwise provided in the Agreement, the City may at any time, in its sole discretion, with or without cause, terminate the Agreement by written notice to the Contractor and in such event:

- F. The Contractor shall, upon receipt of such notice, unless otherwise directed by the City:
 1. Stop work on the date specified in the notice ("the Effective Termination Date").
 2. Take such action as may be necessary for the protection and preservation of the City's materials and property.



- 3. Cancel orders.
- 4. Assign to the City and deliver to any location designated by the City any non-cancelable orders for Deliverables that are not capable of use except in the performance of the Agreement and which have been specifically developed for the sole purpose of the Agreement and not incorporated in the Services.
- 5. Take no action which will increase the amounts payable by the City under the Agreement.

G. In the event that the City exercises its right to terminate the Agreement pursuant to this Article the Contractor will be compensated as stated in the payment Articles, herein, for the:

- 1. Portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
- 2. Non-cancelable Deliverables that are not capable of use except in the performance of the Agreement and which have been specifically developed for the sole purpose of the Agreement but not incorporated in the Services.

H. All compensation pursuant to this Article is subject to audit.

1.55 EVENT OF DEFAULT

A. An Event of Default shall mean a breach of the Agreement by the

Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:

- 1. The Contractor has not delivered Deliverables on a timely basis.
- 2. The Contractor has refused or failed, except in any case for which an extension of time is provided, to supply enough properly skilled staff personnel.
- 3. The Contractor has failed to make prompt payment to subcontractors or suppliers for any Services.
- 4. The Contractor has become insolvent (other than as interdicted by the bankruptcy laws) or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver.
- 5. The Contractor has failed to obtain the approval of the City where required by the Agreement.
- 6. The Contractor has failed to provide "adequate assurances" as required under subsection "B" below; and
- 7. The Contractor has failed in the



representation of any warranties stated herein.

- B. When, in the opinion of the City, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the City may request that the Contractor, within the time frame set forth in the City's request, provide adequate assurances to the City, in writing, of the Contractor's ability to perform in accordance with terms of the Agreement. Until the City receives such assurances the City may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the City the requested assurances within the prescribed time frame, the City may:

1. Treat such failure as a repudiation of the Agreement.
2. Resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.

- C. In the event the City shall terminate the Agreement for default, the City or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

1.56 REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, the Contractor shall be liable for all damages resulting from the default, including but not limited to:

- A. Lost revenues.
- B. The difference between the cost associated with procuring Services hereunder and the amount actually expended by the City for procurement of Services, including procurement and administrative costs; and,
- C. Such other direct damages.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default. The City may also bring any suit or proceeding for specific performance or for an injunction.

1.57 PATENT AND COPYRIGHT INDEMNIFICATION

- A. The Contractor warrants that all Deliverables furnished hereunder, including but not limited to services, equipment, programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any patent, copyrights, service marks, trade secret, or any other third-party proprietary rights.
- B. The Contractor shall be liable and responsible for any and all claims made against the City for infringement of patents, copyrights, service marks, trade secrets or any



other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the City's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the City and defend any action brought against the City with respect to any claim, demand, and cause of action, debt, or liability.

C. In the event any Deliverable or anything provided to the City hereunder, or a portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation, at the City's option, to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at the Contractor's expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the City, at the Contractor's expense, the rights provided under the Agreement to use the item(s).

D. The Contractor shall be solely responsible for determining and informing the City whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all

suppliers and subcontractors at the Contractor's own risk. The City may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the City's judgment, use thereof would delay the Work or be unlawful.

E. The Contractor shall not infringe any copyright, trademark, service mark, trade secrets, patent rights, or other intellectual property rights in the performance of the Work.

1.58 PROPRIETARY RIGHTS

A. The Bidder hereby acknowledges and agrees that the City retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the City to the Bidder hereunder or furnished by the Bidder to the City and/or created by the Bidder for delivery to the City, even if unfinished or in process, as a result of the Services the respondent performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Bidder as well as its employees, agents, subcontractors and suppliers may use only in connection with the performance of Services under this Agreement. The Bidder shall not, without the prior written consent of the City, use such documentation on any other project in which the Bidder or its employees, agents, subcontractors, or suppliers are or may become engaged. Submission or distribution by the Bidder to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as



publication in derogation of the City's copyrights or other proprietary rights.

- B. All rights, title, and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Bidder and its subcontractors specifically for the City, hereinafter referred to as "Developed Works" shall become the property of the City.
- C. Accordingly, neither the Bidder nor its employees, agents, subcontractors, or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced, or distributed by or on behalf of the Bidder, or any employee, agent, subcontractor, or supplier thereof, without the prior written consent of the City, except as required for the Bidder's performance hereunder.

1.59 ELECTRONIC BIDDING

The City maintains an automated vendor address list that has been generated for each specific commodity class item through our electronic bid issuing service, www.bidsync.com. Notices of Invitations to Bids (ITB) are sent by email to the selection of bidders who have fully registered with www.bidsync.com, and to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid

notifications, be provided to another e-mail address contact www.bidsync.com.

1.60 LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Bidder agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State, County and City orders, statutes, ordinances, rules and regulations which may pertain to the Services required under the Agreement, including but not limited to:

- A. Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.
- B. Miami-Dade County Florida, Department of Small Business Development Participation Provisions, as applicable to this Contract.
- C. Occupational Safety and Health Act (OSHA) as applicable to this contract.
- D. Environmental Protection Agency (EPA), as applicable to this Contract.
- E. Miami-Dade County Code, Chapter 11A, Article 3. All contractors and subcontractors performing work in connection with this Contract shall provide equal opportunity for employment because of race, religion, color, age, sex, national origin, sexual preference, disability, or marital status. The aforesaid provision shall include, but not be



limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in a conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the Work setting forth the provisions of the nondiscrimination law.

- F. "Conflicts of Interest" Section 2-11 of the County Code, and Ordinance 01-199.
- G. North Miami Beach Purchasing Policies and Procedures Manual Policy 3.6 "Debarment and Suspension".
- H. Florida Building Code (FBC).
- I. Notwithstanding any other provision of the Agreement, Contractor shall not be required pursuant to the Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including, but not limited to, laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

1.61 NONDISCRIMINATION

During the performance of this Contract, Bidder agrees to not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age, or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not be limited to, recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training. By entering into this Contract with the City, the Bidder attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts). If the Bidder or any owner, subsidiary or other firm affiliated with or related to the Bidder is found by the responsible enforcement agency or the City to be in violation of the Act, such violation shall render this Contract void. This Contract shall be void if the Bidder submits a false affidavit or the Contractor violates the Act during the term of this Contract, even if the Bidder was not in violation at the time it submitted its affidavit.

1.62 CONFLICT OF INTEREST

The Bidder represents that:

- A. No officer, director, employee, agent, or other consultant of the City or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment, or compensation, whether tangible or intangible, in connection with the grant of the Agreement.



B. There are no undisclosed persons or entities interested with the Bidder in the Agreement. The Agreement is entered into by the Bidder without any connection with any other entity or person making a bid for the same purpose, and without collusion, fraud, or conflict of interest. No elected or appointed officer or official, director, employee, agent, or other consultant of the City, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or member of the immediate family or household of any of the aforesaid:

1. Is interested on behalf of or through the Bidder directly or indirectly in any manner whatsoever in the execution or the performance of the Agreement, or in the services, supplies or work, to which the Agreement relates or in any portion of the revenues; or
2. Is an employee, agent, advisor, or consultant to the Contractor or to the best of the Bidder's knowledge, any subcontractor or supplier to the Bidder.

C. Neither the Bidder nor any officer, director, employee, agent, parent, subsidiary, or affiliate of the Bidder shall have an interest which is in conflict with the Bidder's faithful performance of its obligations under the Agreement; provided that the City Attorney, in its sole discretion, may consent in writing to such a relationship, and provided the Bidder provides the City with a written notice, in advance, which identifies all the individuals and entities involved

and sets forth in detail the nature of the relationship and why it is in the City's best interest to consent to such relationship.

D. The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under the Agreement and those provided by statute, the stricter standard shall apply.

E. In the event Bidder has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Bidder shall promptly bring such information to the attention of the City's Attorney. Bidder shall thereafter cooperate with the City Attorney's review and investigation of such information and comply with the instructions Bidder receives from the Contract Manager in regard to remedying the situation.

1.63 PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Bidder, its employees, agents, subcontractors, and suppliers, without the express written consent of the City:

A. Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the City, or the Work being performed hereunder, unless the Bidder first obtains the written approval of the City. Such approval may be withheld



if for any reason the City believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and

- B. Communicate in any way with any contractor, department, board, agency, Commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the City; and
- C. Represent, directly or indirectly, that any product or service provided by the Bidder, or such parties has been approved or endorsed by the City, except as may be required by law.

1.64 BANKRUPTCY

The City reserves the right to terminate this contract if, during the term of any contract the Bidder has with the City, the Bidder becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Bidder under federal bankruptcy law or any state insolvency law.

1.65 GOVERNING LAW/VENUE

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the

State of Florida. Venue shall be in Miami-Dade County.

1.66 SURVIVAL

The parties acknowledge that any of the obligations in the Agreement will survive the term, termination, and cancellation hereof. Accordingly, the respective obligations of the Bidder and the City under the Agreement, which by nature would continue beyond the termination, cancellation, or expiration thereof, shall survive termination, cancellation, or expiration hereof.

1.67 VERBAL INSTRUCTIONS PROCEDURE

No negotiations, decisions, or actions shall be initiated or executed by the Bidder as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Bidder, which are assigned by a person designated as authorized to bind the Bidder, will be recognized by the City as duly authorized expressions on behalf of Bidder.

1.68 PROHIBITION OF INTEREST

No contract will be awarded to a proposing firm who has City elected officials, officers or employees affiliated with it, unless the proposing firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of



the Bidder or termination of the agreement, removal of the Bidder from the City's Bidder lists, and prohibition from engaging in any business with the City.

1.69 NO CONTINGENT FEES

Vendor warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Vendor to solicit or secure the Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Vendor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of the Agreement. For the breach or infraction of this provision, the City shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

1.70 E-VERIFY

Bidder acknowledges that the City may be utilizing the Bidder's services for a project that is funded in whole or in part by State funds pursuant to a contract between the City and a State agency. Bidder shall be responsible for complying with the E-Verify requirements in the contract and using the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by Bidder during the Agreement term. The Bidder is also responsible for e-verifying its subcontractors, if any, pursuant to any agreement between the City and a State Agency, and reporting to

the City any required information. Bidder acknowledges that the terms of this paragraph are material terms, the breach of any of which shall constitute a default under the Agreement.

1.71 FORCE MAJEURE

The Agreement which is awarded to the successful Bidder may provide that the performance of any act by the City or Bidder hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however, the City shall have the right to provide substitute service from third parties or City forces and in such event the City shall withhold payment due Bidder for such period of time. If the condition of force majeure exceeds a period of 14 days the City may, at its option and discretion, cancel or renegotiate the Agreement.

1.72 BUDGETARY CONSTRAINTS

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

1.73 ANNEXATION



Bidder agrees to extend all terms, conditions and pricing in the Agreement and any amendments thereto, to any areas annexed into the City.

1.74 CONTRACT EXTENSION

A. City Manager Approved Contracts

The City Manager is authorized to extend, for up to 180 days, any contract entered into by the City that did not require City Commission approval.

B. City Commission Approved Contracts

The City Manager may extend a City Commission approved contract for up to 180 days under the same terms and conditions. The extension of any City Commission approved contract for longer than 180 days shall be subject to prior approval by the City Commission. In the event of an emergency, the City Manager may extend a City Commission approved contract without City Commission approval, subject to later ratification by the City Commission

1.75 SOVEREIGN IMMUNITY

Nothing in the Agreement shall be interpreted or construed to mean that the City waives its common law sovereign immunity or the limits on liability set forth in Section 768.28, Florida Statute.

1.76 SCRUTINIZED COMPANIES PURSUANT TO SECTION 287.135 AND 215.473

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

1.77 LIVING WAGES

If the total contract value exceeds \$50,000, unless specifically excluded by the provisions of Section 5-3 (Living Wage Requirements) of the City of North Miami



Beach Code as amended by Ordinance, federal or state law, will apply. A copy of this Code Section may be obtained online at [City of North Miami Beach Code of Ordinance Section 5-3](#) A copy of the living wages to be paid by the contractor may be obtained online at [City of North Miami Beach Code of Ordinance Section 5-3.2](#) or by contacting the [City of North Miami Beach Human Resource Department](#).

If the contract is for both goods and services, it shall apply only to the services portion of such contract. This requirement shall not apply to contracts which are primarily for the sale or leasing of goods.

1.77 LOCAL VENDOR PREFERENCE

Except where federal or state law mandates to the contrary, this preference shall apply to submittals received from Bidders that qualify, a preference of either ten (10) percent of the total evaluation points to be awarded, or within ten (10) percent of the total contract price, shall be given to a local business.

To satisfy this requirement, the business must submit Local Vendor Affidavit Form shall affirm in writing that it meets the following requirements:

1. Business must be located in the City of North Miami Beach (City) with a current city business tax receipt and certificate of use issued at least twelve (12) months prior to the City's issuance of the Solicitation AND;
2. Business must have a physical business location/address located within the City's limits, in an area zoned for the conduct of such business, from which the vendor operates or performs business on a day-

to-day basis, that is a substantial component of the goods or services being offered to the City AND;

3. Business must certify in writing and provide all required documentation supporting its compliance with the foregoing at the time of submitting its bid or proposal by signing and notarizing this form.

Alternatively, a business who subcontracts at least twenty (20) percent of the contractual amount of a City project with subcontractors who meet the above-listed criteria is deemed a Local Business for award of preference in accordance with Section 3-4.13 of the City of North Miami Beach Code of Ordinances. If the prime Bidder utilizes subcontractors to qualify for Local Business Preference, the prime Bidder must also submit Disclosure of Subcontractors Form with their submittal, along with this form.

Business location means a permanent office or other site where the local business conducts, engages in, or carries on all or a portion of its business. A post office box or location at a postal service center shall not constitute a business location.

The Bidder seeking local business preference has the burden to show that it qualifies for the preference, to the satisfaction of the City, by submitting supporting documentation. Failure to do so may result in being considered ineligible for local business preference.

1.78 COMMUNITY BENEFITS PLAN

If the total contract value exceeds \$250,000, unless specially excluded by federal or state law. The awarded Bidder may be asked to submit a Community Benefits Plan for



approval by the City. The Benefits Plan should identify the proposed benefits to the City submitted by the Bidder including, but not limited to, the creation of job opportunities for local vendors and residents, as described under Section 3-4.13 of the City Code of Ordinances. If requested by the City, the Benefits Plan shall be incorporated and become a part of the Agreement entered between the City and the awarded Bidder for this project.

Bidder/Respondent/Respondent is hereby notified that Section 287.05701, Florida Statutes, mandates that the City may not request documentation of or consider a Bidder/Respondent/Respondent's social, political, or ideological interests when determining if the Bidder/Respondent/Respondent is a responsible Bidder/Respondent/Respondent.

**1.79 RESPONSIBLE BIDDER/
RESPONDENT/ RESPONDENT
DETERMINATION**

END OF SECTION



SECTION 2.0 SPECIAL TERMS AND CONDITIONS

2.1 **COMPETENCY OF RESPONDENTS**

Submittals shall be considered only from firms that have been continuously engaged in providing services similar to those specified herein for a reasonable period and that are presently engaged in the provision of these services.

The Respondent shall submit satisfactory evidence of his experience in like work and that he is fully prepared with the necessary organization, capital, and personnel to complete the Scope of Services. Respondents shall be insured, licensed and certified by all applicable local, county, and state agencies.

2.2 **PROCUREMENT PROCESS**

The Procurement process for this project will be two phases, open to the public to include all experienced developers, business owners, related firms and stakeholders.

A. Phase 1 – Requests for Qualifications

Phase 1 includes the Request for Qualifications (RFQ), whereby the City initially requests Respondents to provide responses to highlight and affirm their experience, expertise/qualifications, past performance, technical capabilities, firm stability and other relevant criteria for evaluation to shortlist firms to move to Phase 2.

There are no obligations on either the City or the Respondents (or any other interested parties) to participate or even discuss ideas, potential projects, and/or any proposals.

B. Phase 2 – Requests for Proposals

Phase 2 includes the Request for Proposals (RFP), whereby the City will extend an invitation to the shortlisted respondents to submit a response which showcases their creativity, innovation, resources, financial stability for development concepts and ideas for a Recreation Complex for the Site. The response should include and highlight the project objective, project goals and much more.

2.3 **METHOD OF AWARD**

Respondents' submittals will be reviewed and evaluated in accordance with Section 4.0 and Section 5.0. A shortlist will be determined based on the criteria outlined in the RFQ. Shortlisted firms will be presented to the City Commission for discussion and approval. The shortlisted firms



will move to Phase 2 to submit their proposals.

2.4 MINIMUM QUALIFICATIONS

All responding firms shall meet the following minimum qualifications outlined herein, in addition to Section 4.0 Proposal Deliverables.

- a) Be an active registered corporation with the State of Florida Department of State, Division of Corporations (Sunbiz); and
- b) Provide a valid Local Business Tax Receipt from Miami-Dade, Broward or Palm Beach counties; and

2.5 CONTRACT AWARD TERMS OF AGREEMENT

The Respondent understands that this RFQ does not constitute an offer or a contract with the City. The Respondent further understands that responses to this RFQ represents only the first phase in a two-phase process for the selection of a qualified firm to develop the Recreational Complex.

2.4 POSTPONEMENT OF DATE FOR SUBMITTING PROPOSALS

The City reserves the right to extend the date for the receipt of proposals and will give ample notice of any such postponement to each prospective Respondent.

2.5 ACCEPTANCE, WAIVER OR REJECTION OF PROPOSALS

The City, in its sole discretion, reserves the right to accept or reject any proposal, or portions thereof, in the best interests of the City. Proposals are subject to review, evaluation, and revision. Refinement of changes to layouts and elements of the proposal may be made by the City during the pre-proposal process any time until 72 hours preceding the date of opening. Addenda will be issued following such revisions.

The City reserves the right to waive any informalities or reject any and all proposals, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this proposal and to accept the proposal that in its judgment will best serve the interest of the City.

2.6 DISQUALIFICATION OF RESPONDENTS

Any of the following reasons may be considered as sufficient for the disqualification of a Respondent and the rejection of its proposal or proposals:

- a. More than one submittal for the same work from an individual, firm or corporation under the same or different name.
- b. Evidence that the Respondent has a financial interest in the firm of another Respondent for the same work.
- c. Evidence of collusion among Respondents. Participants in such collusion will be ineligible as Respondents for any future work of the City until such participant has been reinstated as a qualified Respondent.
- d. Uncompleted work which in the judgment of the City might hinder or prevent the



prompt completion of additional work if awarded.

- e. Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement for proposals.
- f. Default under previous contract.

2.7 REQUESTS FOR INFORMATION

For information concerning 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). 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 themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire bid response must be submitted in accordance with all specifications contained in this solicitation. The questions and answers submitted in www.bidsync.com shall become part of any contract that is created from this RFQ.

Any oral instructions given are not binding. All questions and interpretations will be clarified in writing to all Respondents by written addenda. Failure of a Respondent to receive and/or acknowledge any addendum shall not release the Respondent from any obligations under this solicitation.

2.8 VARIATIONS, CONTRADICTIONS AND SUBSTITUTIONS

Any variations from RFQ specifications, no matter how slight, including substitutions of products or methods, must be noted and explained fully in a submittal with bid entitled "Exceptions to Specifications". If no exceptions are noted, it shall be understood that the plans and specifications will be adhered to exactly.

Where an "or equal" is specified, the City shall be the sole judge in determining equality. Any deviation from these specifications and/or changes during construction must be approved by the City in writing. If specifications are in contradiction, or if they contain any errors or omissions, bidders shall notify the Procurement Division in writing at least ten (10) working days before the Solicitation opening, or at the pre-proposal conference, to allow sufficient time to resolve all discrepancies.

END OF SECTION



SECTION 3.0 PROJECT SCOPE

3.1 PURPOSE

The City of North Miami Beach ("City"), a political subdivision of the State of Florida, is seeking interest from individuals or business owners for a redevelopment project of a Recreation Complex on the two parcels of City-owned land (collectively, the "Site"), which is located at 16851 W. Dixie Highway (Harriet Tubman Highway) North Miami Beach, FL (see Map 1).

The City intends to use a 2 Step Procurement approach with the goal of securing viable recreational / park related concepts, ideas, viewpoints, and suggestions for how the site can be optimally improved and redeveloped in the near future.

The City's efforts are designed to be more open to innovative and commercial ideas, particularly those which are community based and recreational activity oriented, and that are intended to offer market driven solutions toward creating, as well as expanding visitation to the area, without narrowly directing that individuals or businesses to follow any specific development pattern or site plan.

We anticipate receiving the finest ideas in the market, from the community and business owners, for how to best redevelop the Site in a manner that will be financially self-sustaining in the future.

3.2 DESCRIPTION OF THE PROPERTY

The 10 1/2-acre of the Judge Arthur I. Snyder Tennis Center and adjacent Daniel D. Diefenbach Bicentennial Park is one of the larger continuous tracts of recreational open space in the City of North Miami Beach. Located at 16851 West Dixie Highway (Harriet Tubman Highway), the Tennis center features multiple lighted courts, a pro shop and shower facilities. Adjacent to the Tennis Center, is the Daniel D. Diefenbach Bicentennial Park. The park is an expanse of mature trees, turf and uniquely-shaped benches. Amenities of the combined Tennis Center and Bicentennial Park include, 12 lighted clay tennis courts, 6 lighted hard- surfaced courts, pro-shop, lounge and shower facilities, 4 racquetball courts, 2 paddleball courts, and picnic areas. The open space adjacent to Arthur Snyder Tennis Center along the Snake Creek Canal at Biscayne Boulevard presents an opportunity to create a pedestrian connection to the south end of East Greynolds Parks. The parcels north and south of the site are being proposed for high-rise residential and mixed used development. There is limited vertical clearance beneath the bridge, and overhead power lines above it. A water management control structure spans the canal to the east of the Biscayne Boulevard bridge.

The site is located with easy transit access to the West Dixie Highway Corridor, Biscayne Boulevard, residential areas, employment centers, and the City of North Miami Beach's busway. We are a vibrant community. Development of several key properties



along West Dixie and Biscayne Blvd. are scheduled and/or underway. The properties are situated just north of The Ancient Spanish Monastery. The Ancient Spanish Monastery is one of the area's most impressive and unique structures. The monastery was transplanted to the City of North Miami Beach brick by brick, from the original in Spain which dates to the 12th Century.

See Map 1 Development Site (the "Site")

3.3 PROJECT OBJECTIVE

The City of North Miami Beach is offering an opportunity for individuals or businesses to propose a redevelopment project for a Recreation Complex to be placed on prime real estate owned by the City of North Miami Beach and which may result in a redevelopment deal to design, build, finance, operate and maintain public Recreational Complex.

The City envisions and anticipates a signature recreation complex to include popular recreational and leisure activities that cater to various demographics. The Complex should include a state-of-the-art recreational facility, enhanced greenspace areas and walking paths, which could provide pedestrian connectivity along West Dixie Highway and across Biscayne Blvd. to East Greynolds Park and Snake Creek Canal. Additional recreation and leisure components should be:

- Stadium Courts & Seating for Tennis, Pickleball, Padel
- Dog Park
- Greenspace
- Art Displays
- Club House / Event Space
- Educational Training Space / Meeting Rooms
- Café or Dining Hall
- Rooftop Lounge

3.4 PROJECT GOALS

The City's goal is to redevelop Judge Arthur Snyder Tennis Center and Daniel Dieffenbach Park including any complementary improvements that increase and improve community, resident and tourist visitation to the area. Interested parties with the experience and expertise to design, build, finance, operate and maintain recreational public facility will be encouraged to accomplish the following goals;

A. Improve and Unify

Demonstrate the market demand for the proposed re-development/use of the park. This should include at a minimum economic study and/or market studies. To the greatest extent possible, provide an array of patron experiences that are both compatible with, and complementary in nature to, the current use of existing park site and which will ultimately broaden the appeal of the area as a recreational attraction, while simultaneously creating the overall impression of a unified destination.

B. Create Flexible and Innovative Developments



Expressions of interest for development and improvements to the Site can take any unified form of one or multiple businesses, that does not contradict with any deed(s) and/or violate and regulatory restrictions; and that recognizes certain shared needs between the City and the Respondent, including, but not limited to common entry, parking, security, and pedestrian and vehicular mobility.

C. Include the Possibility of Incentives for Public-Private Partnerships (Development Partnerships)

It is anticipated that the Respondent's development approaches will, by necessity, include some shared infrastructure in the form of entry, parking, security, and intra-site pedestrian and vehicular mobility. As a result, any anticipated contribution or participation by the City, or any other governmental entity or agency, should be specifically addressed in the Respondent's response, particularly any necessary financial incentives or contribution to the development or any required improvements. Responses should also suggest where such public incentives would increase the financial return to the City from the development plan.

D. Address the Use or Utilization of the Parking

The City would benefit from additional parking at the site and as a result, Respondents should consider incorporating improved parking for the benefit of the patrons to the site. However, if a Respondent's response includes the utilization of the current surface parking lot, as part of the proposed redevelopment plan, then that suggestion shall specifically describe, in a detailed plan, that how such collaboration with the City is expected to occur, including, but not limited to the times of such usage, the type of usage, and how such usage will benefit the City and/or the guest and patrons of the park. Further, any development on the existing surface parking lot must result, at minimum, in the same number of available parking stalls/spaces.

3.5 RESPONDENT SPECIFICATIONS

The City of North Miami Beach, through its Procurement Management Department, is the entity both issuing and coordinating both the RFQ and RFP. In addition to the requirements stated elsewhere in this RFQ, this RFQ is subject to the following terms, conditions, and limitations stated below.

- A. The Site, and any portion thereof, will be conveyed or leased for re-development in its "as-is" "whereis" condition, so long as such lease and/or conveyance, if any, does not interfere with, or otherwise cause undue hardship upon the development of any other portion of the Site, a neighboring site and/or negatively impact the City of North Miami Beach.
- B. The City and its officers, employees, and agents, make no representation or warranty and assume no responsibility for the accuracy of the information set forth in this RFQ, the physical condition of the Site, the zoning, the status of the title thereto, the Site's suitability for any specific use, the presence or absence of any hazardous or toxic condition on the Site, or any other similar matter. The City and its officers, employees, and agents assume no responsibility for errors or omissions. All due diligence is the responsibility of the



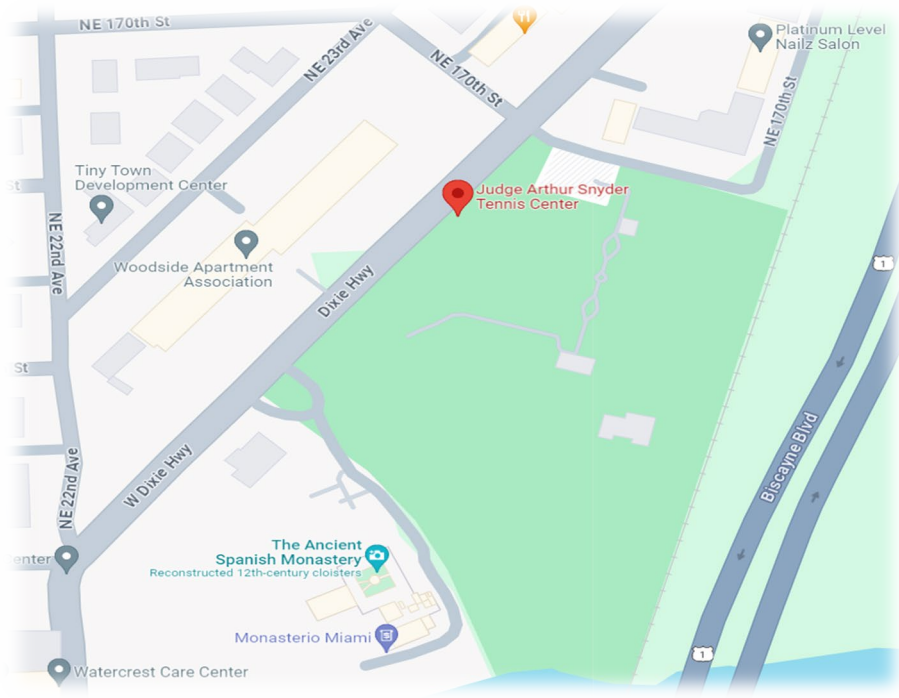
Respondents, and Respondents are urged to satisfy themselves with respect to the physical condition of the Site, information contained herein, and all laws, regulations, ordinances, restrictions, limitations, covenants, and/or other rules or obligations affecting the Site. The City will not be responsible for any injury arising out of or occurring during any visit to the Site.

- C. All submissions by Respondents, provided in response to this RFQ, shall conform to, and be subject to, the provisions of all applicable laws, regulations, ordinances and plans of all federal, state, and City authorities having jurisdiction over redevelopment and/or improvement, as may be amended from time to time. Notwithstanding the aforementioned restrictions and/or limitations, the City will cooperate with the selected Respondent(s) in obtaining necessary governmental approvals when and if necessary.
- D. The City is not obligated to pay and shall not pay any costs or expenses in connection with Respondents creating their responses to this RFQ, or for their costs or expenses associated with traveling to meet, or otherwise meeting with, City staff to discuss their responses to this RFQ, or for any other cost or expense incurred by any Respondent at any time, or for any reason, unless the City has expressly agreed to do so in advance and in writing.
- E. This RFQ contains provisions for Respondents to provide City staff with summary project or redevelopment information at early Phases for discussion only, prior to release of any formal solicitation. By submitting a response pursuant to this RFQ, you agree that all such materials will be public records pursuant to Florida Statutes Section 286.011 and Florida Statutes Chapter 119. The Respondent shall not submit any information in response to this RFQ which the Respondent considers to be a trade secret, proprietary or confidential.
- F. In the event that the response contains a claim that all or a portion of the response submitted contains confidential, proprietary or trade secret information, the Respondent, by submitting, knowingly and expressly waives all claims made that the response, or any part thereof no matter how indicated, is confidential, proprietary or a trade secret and authorizes the City to release such information to the public for any reason.
- G. RFQ submissions may be presented by any person or entity of a prospective development team to be considered. Individuals in representation, agency, or having a consultant status may submit under the direction of identified principals. However, collusion by two (2) or more persons and/or entities is expressly prohibited.
- H. In furtherance of the City's interest in the redevelopment potential of the Site, the Respondent(s) are asked to deliver documentary evidence, to the greatest extent possible, to the City, showing the specific economic benefit of any proposed project on the Site including, but not limited, to key economic indices and timeframes, such as a thirty (30) year pro forma.

END OF SECTION



Map 1 Development Site (the "Site")







SECTION 4.0 RESPONDENT DELIVERABLES

All documents and information must be fully completed and signed as required. To ensure a uniform review process and to obtain the maximum degree of comparability, it is required that the submittals be organized in the manner specified below.

4.1 RESPONDENT SUBMISSION INSTRUCTIONS

Respondents shall respond BOTH virtually AND physically to be deemed responsive by the RFQ deadline of: Monday, September 30, 2024.

- A. Virtual Response shall be via Bid Sync by completing Section 6.0 Required Documents.
- B. Physical Response; Section 4.0 shall be delivered in person to: City of North Miami Beach, City Hall, Third Floor Procurement Management Department, Suite 315 located at: 17011 NE 19th Avenue, North Miami Beach, FL 33162. The completion of Submittal Package in accordance with the format outlined herein. Five (5) complete submittal packages shall be included and delivered to the aforementioned location.

4.2 SUBMISSION PACKAGE REQUIREMENTS

- A. Title Page, PAGE LIMIT: 1:** Show the name of respondent's agency/firm, address, telephone number, name of contact person, date, and the subject.
- B. Table of Contents, PAGE LIMIT: 2:** Include a clear identification of the material by section and by page number.
- C. Cover Letter and Executive Summary, PAGE LIMIT 4:** This letter should be signed by the person in your firm who is authorized to negotiate terms, render binding decisions, and commit the firm's resources. Summarize the Respondent's understanding of the work to be done and make a positive commitment to perform the work in accordance with the terms of the proposal being submitted.

In addition, you must include a statement that your firm understands that if selected; your firm is willing to respond to any questions, address concerns and/or provide an in person presentation to showcase your firms qualifications and experience outlined in your submittal package.

The Respondent shall be required to always warrant and represent that it shall maintain in good standing all required licenses, certifications and permits required under federal, state, and local laws necessary to perform the services. Give the name of the person(s) who will be authorized to make representations for the Respondent, their titles, addresses and telephone numbers.



D. Submittal Package must include and address the following items:

1. Proposer Information: Include firm(s) name, address, telephone; ownership/organizational structure; parent company (if applicable); and officers and principals. If the Responder intends to create a separate entity solely for the purpose of developing the Project, then include a detailed description of the entity and identify each partner, stockholder or member, and their respective interests in the separate entity.
2. Description of key personnel, including principal(s) in charge; project manager designated; and all other key personnel or development partners who will be participating in the Project. Provide an organizational chart identifying all key personnel who will be participating in the Project.
3. Description of experience of Proposer relevant to this proposal and of similar projects that have been completed by the primary firm. Describe the full development team that completed the projects and include the date, location and project budget.
4. Provide pictures and details on the projects. Projects must be completed and operating; do not submit projects which have only been designed or master planned, but not constructed. Please provide details as to development mix, operating structure, transportation elements (if applicable), sustainable building practices, and other public amenities such as parks, parking, or public art (if applicable). Respondents should place emphasis on experience with P3 structure.
5. Felony Indictments/Convictions: Provide a statement relative to whether any of the "Principals" referred to above have ever been indicted for, or convicted of, a felony.
6. Litigation History: List any litigation matter in the past five (5) years involving any projects or key personnel; please highlight any litigation specifically involving public entities.
7. References: Provide references for a minimum of three (3) similar completed development projects, two (2) Public Partner References preferred. Please provide name and contact information for each reference.

E. FINANCIAL QUALIFICATIONS AND CAPABILITY

1. Proposers/ Principals must submit three (3) years of audited financial statements.
2. Proposer must provide proof that they have secured funding for similar types of projects and indicate how the projects were financed.
3. Proposer must provide (2) Financial Institution References associated with the projects highlighted under Section D. Please provide name and contact information for each reference.

END OF SECTION



SECTION 5.0 EVALUATION CRITERIA

5.1 REVIEW OF PROPOSALS FOR RESPONSIVENESS

Each Submittal will be reviewed to determine if it is responsive to the submission requirements outlined in this Solicitation. A responsive Submittal is one that follows the requirements of this Solicitation, includes all documentation, is submitted in the format outlined in this Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the Submittal being deemed non-responsive.

5.2 REVIEW OF PROPOSALS FOR RESPONSIBILITY

Each Respondent will be reviewed to determine if the Respondent is a responsible Respondent. A responsible Respondent is a Respondent which the City affirmatively determines (prior to the award of a contract) has the ability, capability, and skill to perform under the terms of the contract; can provide the materials or service promptly within the time specified, without delay or interference; has a satisfactory record of integrity and business ethics; and meet the Minimum Qualification requirements in this RFP.

5.3 EVALUATION CRITERIA

Proposals will be evaluated by an Evaluation Committee who will score and rank Responses on the criteria listed below. The Evaluation Committee will be comprised of appropriate City personnel, industry and/or technical professionals, as deemed necessary, with the appropriate experience and/or knowledge.

Upon request, informal staff meetings may occur with Respondents and others, to review former concepts, ideas, designs, and approaches to further affirm their experience and offer feedback to enhance each response without commitment or restriction.

The below criteria listed is provided to assist the Respondents in the allocation of their time and efforts during the submission process. The criterion also guides the Evaluation Committee during the shortlisting and final ranking of Respondents by establishing a general framework for those deliberations. During the evaluation process, City reserves the right, where it may serve the City of North Miami Beach's best interest, to request additional information or clarification from Respondents.

The Evaluation Committee will evaluate all responsive proposals based upon the information and references contained in the proposals as submitted. The criteria are itemized below with their maximum scores for a maximum total of one hundred (100) points per proposal.

Evaluation Criteria - Maximum Points

A. Previous Project – 30 maximum points

Has the firm constructed developments of similar size and scope.

Qualities considered (development quality, design, innovation, and operational success)

B. Development Team & Key Personnel – 25 maximum points



What is the experience and capacity of the development team to complete a project of this size, scale, and quality.

C. Financial Capability – 25 maximum points

What is the development team's ability to complete, build, operate, finance, maintain and sustain a development of this type. Has the team demonstrated strong financial capability in other projects.

D. Public Private Partnership Experience - 20 maximum points

Does the proposer have experience developing a public private partnership project. Was the scale, quality, and complexity comparable to this project.

5.4 ORAL PRESENTATIONS

Upon completion of the initial criteria evaluation ranking, the Committee may elect to shortlist all responsive proposals and may proceed with conducting oral presentation(s) with the Respondent(s) which the Evaluation Committee deems to warrant further consideration.

Should the City require such oral presentation(s), the Respondent will be notified seven (7) days in advance of appearing before the Evaluation Committee. The Respondent's Project Manager shall be the sole presenter. The City Commission may or may not re-rank the finalist's proposals. The City also reserves the right to request additional materials of Respondents, including, but not limited to, financial statements, etc. Upon completion of oral presentation(s) and/or facility site visits, the Committee will re-evaluate and re-rank the proposals remaining in consideration based upon the written documents combined with the oral presentation(s) and/or facility site visits.

END OF SECTION

SECTION 6.0 REQUIRED FORMS

The must be completed by an official having legal authorization to contractually bind the company or firm. Each signature represents a binding commitment upon the Bidder to provide the goods and/or services offered to the City if the Bidder is determined to be the most responsive and responsible Bidder.

- 6.1 Drug Free Workplace Program
- 6.2 Solicitation, Giving, and Acceptance of Gifts Policy
- 6.3 Indemnification Clause
- 6.4 Sworn Statement pursuant to section 287.133(3)(a) Florida Statutes on Public Entity Crimes
- 6.5 Anti-Kickback Affidavit
- 6.6 Non-Collusive Affidavit
- 6.7 Bidder Questionnaire
- 6.8 E-Verify Affirmation Statement
- 6.9 Living Wage
- 6.10 Local Preference Affidavit

6.1 DRUG-FREE WORKPLACE PROGRAM

In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business s policy of maintaining drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee s community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Name:

Title:

Date:

6.2 SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY

Florida Statute 112.313 prohibits the solicitation or acceptance of Gifts. - No Public officer, employee of an agency, or candidate for nomination or election shall solicit or accept anything of value to the recipient, including a gift, loan, reward, promise of future employment, favor, or service, based upon any understanding that the vote, official action, or judgment of the public officer, employee, or candidate would be influenced thereby. ... The term public officer includes any person elected or appointed to hold office in any agency, including any person serving on an advisory body.

The City of North Miami Beach policy prohibits all public officers, elected or appointed, all employees, and their families from accepting any gifts of any value, either directly or indirectly, from any contractor, vendor, consultant, or business with whom the City does business. Only advertising office stationery or supplies of small value are exempt from this policy - e.g. calendars, note pads, pencils.

The State of Florida definition of gifts includes the following: Real

property or its use,

Tangible or intangible personal property, or its use,

A preferential rate of terms on a debt, loan, goods, or services,

Forgiveness of indebtedness,

Transportation, lodging, or parking, Membership

dues,

Entrance fees, admission fees, or tickets to events, performances, or facilities, Plants,

flowers or floral arrangements.

Services provided by persons pursuant to a professional license or certificate. Other personal services for which a fee is normally charged by the person providing the services.

Any other similar service or thing having an attributable value not already provided for in this section.

To this list, the City of North Miami Beach has added food, meals, beverages, and candy.

Any contractor, vendor, consultant, or business found to have given a gift to a public officer or employee, or his/her family, will be subject to dismissal or revocation of contract.

As the person authorized to sign the statement, I certify that this firm will comply fully with this policy.

Name:

Title:

Date:

6.3 INDEMNIFICATION CLAUSE

The Contractor shall indemnify, defend and hold harmless the City Commission, the City of North Miami Beach and their agents and employees from and against all claims, damages, losses and expenses (including attorney s fees) arising out of or resulting from the contractor s performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or damage to or destruction of property including the loss of use resulting there from, and (2) is caused in whole or in part by any breach or default by Contractor or negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

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

Name:

Title:

Date:

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

CRIMES

sworn statement is submitted to the **CITY OF NORTH MIAMI BEACH, FLORIDA**

By:

Name:

Title:

Date:

For: Legal business name:

Federal Employer I.D. no. (FEIN):

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:Â _____ - _____ - _____).

Whose business address is:

2. I understand that a public entity crime as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.
3. I understand that convicted or conviction as defined in Paragraph 287.133 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or non contendere.
4. I understand that an affiliate as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term affiliate includes those officers directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a person as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term person includes those officers, directors, executives, and partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).
 - Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
 - The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
 - The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.Â However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

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

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

Name:

Title:

Date:

6.5 ANTI-KICKBACK AFFIDAVIT

I, the undersigned, say that no portion of the sum herein bid will be paid to any employees of the City of North Miami Beach, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

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

Name:

Title:

Date:

6.6 NON-COLLUSIVE AFFIDAVIT

a) He/she is the , (Owner, Partner, Officer, Representative or Agent) of the Bidder that has submitted the attached Bid;

b) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

c) Such Bid is genuine and is not collusive or a sham Bid;

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

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

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

Name:

Title:

Date:

6.7 BIDDER QUESTIONNAIRE

The completed Vendor Questionnaire should be submitted with the solicitation response.

If a response requires additional information, the Vendor should upload a written detailed response; each response should be numbered to match the question number. The completed questionnaire and attached responses will become part of the procurement record. It is imperative that the person completing the form be knowledgeable about the proposing Vendor's business and operations.

1. Legal business name:
2. Doing Business As/Fictitious Name (if applicable):
3. Federal Employer I.D. no. (FEIN):
4. Dun and Bradstreet No.:
5. Website address (if applicable):

6. Principal place of business address:):

7. Office location responsible for this project:

8. Telephone no.:

Fax no.:

9. Type of business (check appropriate box):

Corporation (specify the state of incorporation):

Sole Proprietor

Limited Liability Company (LLC)

Limited Partnership

General Partnership (State and County filled in)

Other "Specify"

10. AUTHORIZED CONTACT(S) FOR YOUR FIRM:

Name:

Title:

E-mail:

Telephone No.:

Name:

Title:

E-mail:

Telephone No.:

11. List name and title of each principal, owner, officer, and major shareholder:

a)

b)

c)

d)

12. Affiliated Entities of the Principal(s): List the names and addresses of "affiliated entities" of the Vendor's principal(s) over the last five (5) years (from the solicitation opening deadline) that have acted as a prime Vendor with the City. Affiliated entities of the principal(s) are those entities related to the vendor by the sharing of stock or other means of control, including but not limited to a subsidiary, parent or sibling entity.

a)

b)

c)

d)

13. Has your firm, its principals, officers or predecessor organization(s) been debarred or suspended by any government entity within the last three years? If yes, specify details in an attached written response. Yes No

14. Has your firm, its principals, officers or predecessor organization(s) ever been debarred or suspended by any government entity? If yes, specify details in an attached written response, including the reinstatement date, if granted. Yes No

15. Specify the type of services or commodities your firm offers:

16. How many years has your firm been in business while providing the services and/or products offered within this solicitation?

17. Is your firm’s business regularly engaged in and routinely selling the product(s) or services offered within this solicitation? Yes No

18. Does your firm affirm that it is currently authorized by the manufacturer as a dealer/seller of the product(s) offered herein, and warranty offered is the manufacturer’s warranty with the City recorded as the original purchaser? The City reserves the right to verify prior to a recommendation of award. Yes No

19. Has your firm ever failed to complete any services and/or delivery of products during the last three (3) years? If yes, specify details in an attached written response. Yes No

20. Is your firm or any of its principals or officers currently principals or officers of another organization? If yes, specify details in an attached written response. Yes No

21. Have any voluntary or involuntary bankruptcy petitions been filed by or against your firm, its parent or subsidiaries or predecessor organizations during the last three years? If yes, specify details in an attached written response. Yes No

22. Has your firm’s surety ever intervened to assist in the completion of a contract or have Performance and/or Payment Bond claims been made to your firm or its predecessor’s sureties during the last three years? If yes, specify details in an attached a written response, including contact information for owner and surety company. Yes No

23. If requested, will your firm extend the same price, terms and conditions to other governmental entities during the period covered by this contract? Yes No

Questions 24 - 27 are only applicable to service contracts or a construction contracts (repair, maintain or furnish and install) solicitations:

24. What similar on-going contracts is your firm currently working on? If additional space is required, provide on separate sheet

25. Has your firm completely inspected the project site(s) prior to submitting response? Yes No

26. Will your firm need to rent or purchase any equipment for this contract? If yes, please specify details in an attached a written response. Yes No

27. What equipment does your firm own that is available for this contract?

28. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this ITB. Please attach certificate of competency and/or State registration.

29. Firm has attached a current Certificate of Liability Insurance? Yes No

30. If requested, will your firm extend the same price, terms and conditions to other governmental entities during the period covered by this contract? Check one: Yes No

31. Provide at least three (3) individuals, corporations, agencies, or institutions for which your firm has completed work of a similar nature or in which your firm sold similar commodities in the past three (3) years. Contact persons shall have personal knowledge of the referenced project/contract. If any of the following references are inaccessible or not relevant, additional references may be requested by the City.

Reference 1:

Scope of Work:

Contract/Project Title:

Agency:

Contact Name/Title:

Contact Telephone:

Email:

Contract/Project Dates (Month and Year):

Contract Amount:

Reference 2:

Scope of Work:

Contract/Project Title:

Agency:

Contact Name/Title:

Contact Telephone:

Email:

Contract/Project Dates (Month and Year):

Contract Amount:

Reference 3:

Scope of Work:

Contract/Project Title:

Agency:

Contact Name/Title:

Contact Telephone:

Email:

Contract/Project Dates (Month and Year):

Contract Amount:

32. Disclosure of Conflict of Interest

VENDOR SHALL DISCLOSE BELOW, TO THE BEST OF HIS OR HER KNOWLEDGE, ANY CITY OF NORTH MIAMI BEACH OFFICER OR EMPLOYEE, OR ANY RELATIVE OF ANY SUCH OFFICER OR EMPLOYEE AS DEFINED IN SECTION 112.3135, *FLORIDA STATUTES*, WHO IS AN OFFICER, PARTNER, DIRECTOR OR PROPRIETOR OF, OR HAS A MATERIAL INTEREST IN THE VENDOR’S BUSINESS OR ITS PARENT COMPANY, ANY SUBSIDIARY, OR AFFILIATED COMPANY, WHETHER SUCH CITY OFFICIAL OR EMPLOYEE IS IN A POSITION TO INFLUENCE THIS PROCUREMENT OR NOT.

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

Name:

Title:

Date:

6.8 E-VERIFY AFFIRMATION STATEMENT

Contractor/Proposer/Bidder 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/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,
- (b) all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder 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.

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

Name:

Title:

Date:

6.9 LIVING WAGE

As applicable, Contractor/Proposer/Bidders acknowledges and agrees to provide Living Wage as set forth in Sec. 5-3.2 Living Wage in the City Code of Ordinances. A copy of this Code Section may be obtained online at [City of North Miami Beach Code of Ordinance Section 5-3](#) A copy of the living wages to be paid by the contractor may be obtained online at [City of North Miami Beach Code of Ordinance Section 5-3.2](#) or by contacting the [City of North Miami Beach Human Resource Department](#).

If the contract is for both goods and services, it shall apply only to the services portion of such contract. This requirement shall not apply to contracts which are primarily for the sale or leasing of goods.

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

Name:

Title:

Date:

6.10 LOCAL BUSINESS PREFERENCE AFFIDAVIT

SECTION 1: GENERAL TERMS

The evaluation of competitive bids is subject to Section 3-4.13 of the City of North Miami Beach Code of Ordinances which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses.

This preference shall apply to submittals received from bidders in the purchase of supplies or services in which objective factors are used to evaluate the submittals received from offerors are assigned point totals, **a preference of ten (10) percent of the total evaluation points, or ten (10) percent of the total price**, shall be given to a local business.

To satisfy this requirement, the business shall affirm in writing that it meets the following requirements:

1. Business must be located in the City of North Miami Beach (City) with a current city business tax receipt **and** certificate of use issued at least twelve (12) months prior to the City s issuance of the Solicitation **AND**;

- 2. Business must have a physical business location/address located within the City s limits, in an area zoned for the conduct of such business, from which the vendor operates or performs business on a day-to-day basis, that is a substantial component of the goods or services being offered to the City **AND;**
- 3. Business must certify in writing and provide all required documentation supporting its compliance with the foregoing at the time of submitting its bid or proposal by signing and notarizing this form.

Alternatively, a business who subcontracts at least twenty (20) percent of the contractual amount of a City project with subcontractors who meet the above listed criteria is deemed a Local Business for award of preference in accordance with Section 3-4.13 of the City of North Miami Beach Code of Ordinances.

Business location means a permanent office or other site where the local business conducts, engages in, or carries on all or a portion of its business. A post office box or location at a postal service center shall not constitute a business location.

The offeror, supplier, or contractor seeking the local business preference has the burden to show that it qualifies for the preference, to the satisfaction of the City.

Comparison of Qualifications: The preferences established in no way prohibit the right of the City to compare quality of supplies or services for purchase and to compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals. Furthermore, the preference established in no way prohibits the right of the City to

give any other preference permitted by law instead of preferences granted, nor does it prohibit the City from selecting the bid or proposal which is the most responsible and in the best interests of the City.

SECTION 2: AFFIRMATION

Failure to fully complete this affidavit and to submit the requisite supporting documents may render the Bidder/Proposer ineligible for Local Preference. The Bidder/Proposer must check the applicable box below.

Place a check mark here if the **Bidder/Proposer** meets the requirements listed below:

OR

Place a check mark here if the **Bidder/Proposer** is applying for Local Business Preference by subcontracting 20% or more of the contract amount to local subcontractors which meet the requirements listed below:

- Has a business located in the City with a current City Business Tax Receipt and certificate of use issued at least twelve (12) months prior to the City s issuance of the Solicitation. ***(NOTE: A copy of applicable business tax receipt(s) and certificate(s) of use must be submitted along with this form)***
- Has a physical business location/address located within the City s limits, in an area zoned for the conduct of such business, from which the vendor operates or performs business on a day-to-day basis that is a substantial component of the goods and services being offered to the City.

Bidder/Proposer Certification:

I certify that the information and responses on this form or attached hereto are true, accurate, and complete. I understand that the submittal of this form to the City s Procurement Management Division is for this public entity only. I also understand that I am required to inform the City s Procurement Management Division of any change in the information contained in this form or any attachments hereto.

Name:

Title:

Date:

Subcontractor Certification (if applicable):

I certify that the information and responses on this form or attached hereto are true, accurate, and complete. I understand that the submittal of this form to the City s Procurement Management Division is for this public entity only. I also understand that I am required to inform the City s Procurement Management Division of any change in the information contained in this form or any attachments hereto.

Name:

Title:

Date:

NOTE: In the event that the Bidder/Proposer is using more than one subcontractor to qualify for Local Business Preference, then each eligible subcontractor must also complete and certify above of this to be submitted by the Bidder/Respondent as part of their proposal, along with the requisite supporting documents.



Acknowledgement and Acceptance

This form is acknowledgment and acceptance to the terms and conditions outlined within this Request for Qualifications: RFQ-24-026-SG Recreational Complex Redevelopment Project Phase One: Developer Pre-Qualification.

Please complete this form as part of the submittal package to be uploaded in Periscope Bid Sync.

I, the undersigned, hereby acknowledge that I have received, read, and understood the solicitation documents provided by the City of North Miami Beach.

I agree to adhere to and comply with the solicitation process and procedures as outlined. I understand that my compliance with the guidelines and instructions provided herein may result in my submittal being deemed unresponsive.

I confirm that I have or will comply with the virtual and physical submission deadline of **September 30, 2024 at 3:00 PM (Eastern)**.

- ✓ I understand that all required documentation forms in Section 6.0 and the Acknowledgement and Acceptance form must be completed and submitted virtually via Periscope Bid Sync.
- ✓ I understand that the proposal documents as outlined in Section 4.0 must be submitted in person City of North Miami Beach, City Hall, Third Floor Procurement Management Department, Suite 315 located at: 17011 NE 19th Avenue, North Miami Beach, FL 33162. Five (5) complete submittal packages shall be included and delivered to the aforementioned location.

By signing this form, I confirm that I have read and understood all the terms and conditions outlined in the documents provided. I agree to comply with all the requirements and stipulations therein.

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

Company Name

Date

Signature

Signer Name, Title



ADDENDUM NO. 1

August 13, 2024

Solicitation No. RFQ-24-026-SG

Solicitation Title: RECREATIONAL COMPLEX REDEVELOPMENT PROJECT PHASE ONE DEVELOPER PRE-QUALIFICATION

Bid Opening Date: September 30, 2024 @ 3:00PM (EST)

TO: ALL PROSPECTIVE BIDDERS:

The following changes, additions, clarification and deletions amend the solicitation documents of the aforementioned Invitation to Bid (ITB) and shall become part of the solicitation documents. Words and/or figures stricken through shall be deleted. Underscored words and/or figures shall be added. The remaining provision are now in effect and remain unchanged.

A. UPDATE

1. The PRE-BID Meeting has been scheduled:

***** TWO PRE-BID MEETINGS SHALL BE HELD VIRTUALLY*****

#1: Tuesday, August 13, 2024 @ 11AM VIA ZOOM -

<https://citynmb.zoom.us/j/89414750231?pwd=cz60ugaVcvPbMiHqepcHpZ21UdX1h1.1>

Meeting ID: 894 1475 0231

Passcode: 931503

#2: Thursday, September 12, 2024 @ 11AM VIA ZOOM -

<https://citynmb.zoom.us/j/83004919742?pwd=eyCQFVvYxKwAU1FUUUQzst4jSDI7hM.1>

Meeting ID: 830 0491 9742

Passcode: 838558



ADDENDUM NO. 2

September 4, 2024

Solicitation No. RFQ-24-026-SG

Solicitation Title: RECREATIONAL COMPLEX REDEVELOPMENT PROJECT PHASE ONE DEVELOPER PRE-QUALIFICATION

Bid Opening Date: September 30, 2024 @ 3:00PM (EST)

TO: ALL PROSPECTIVE BIDDERS:

The following changes, additions, clarification and deletions amend the solicitation documents of the aforementioned Invitation to Bid (ITB) and shall become part of the solicitation documents. Words and/or figures stricken through shall be deleted. Underscored words and/or figures shall be added. The remaining provision are now in effect and remain unchanged.

A. REMINDER

1. The City encourages all interested and potential firms to participate in the live Zoom PRE-BID Meeting scheduled for:

Thursday, September 12, 2024 @ 11AM VIA ZOOM -

Link:

<https://citynmb.zoom.us/j/83004919742?pwd=eyCQFVvYxKwAU1FUUUQzst4jSDI7hM.1>

Meeting ID: 830 0491 9742 & Passcode: 838558



ADDENDUM NO. 3

September 23, 2024

Solicitation No. RFQ-24-026-SG

Solicitation Title: RECREATIONAL COMPLEX REDEVELOPMENT PROJECT PHASE ONE DEVELOPER PRE-QUALIFICATION

Bid Opening Date: **September 30, 2024 @ 3:00PM (EST)**

TO: ALL PROSPECTIVE BIDDERS:

The following changes, additions, clarification and deletions amend the solicitation documents of the aforementioned Invitation to Bid (ITB) and shall become part of the solicitation documents. Words and/or figures stricken through shall be deleted. Underscored words and/or figures shall be added. The remaining provision are now in effect and remain unchanged.

A. CHANGE

1. The Bid Closing Date has been changed,

Bid Close Date: ~~Monday, September 30, 2024 @ 3:00 PM (EST)~~

NEW Bid Close Date: Monday, October 7, 2024 @ 3:00 PM (EST)

2. **Question & Answer End date has been extended: September 27, 2024**

Question and Answers for Bid #RFQ-24-026-SG - RECREATIONAL COMPLEX REDEVELOPMENT PROJECT PHASE ONE DEVELOPER PRE-QUALIFICATION

Overall Bid Questions

Question 1

There are 2 different times showing on Bid Sync for the pre-proposal meeting tomorrow. It is showing an 11 a.m. time and a 10 a.m. time. Which is correct? (Submitted: Aug 12, 2024 3:37:18 PM EDT)

Question 2

Can you please post the sign-in sheet from the 8-13-24 pre-bid meeting? (Submitted: Aug 14, 2024 10:12:29 AM EDT)

Question 3

1. What is the Magnitude for this project?
2. What percent is the Bid bond? (Submitted: Aug 15, 2024 1:40:52 PM EDT)

Question 4

Based on what the bid says in Items 2.2 a and b we would like to know if what requested in 3.4 c and d and 3.5 h is part of the deliverables of phase 1 on this RFQ, since in all Item 4 responder deliverables and Item 5 evaluation criteria there is not contemplated.

Thank you in advance for your help on this matter (Submitted: Sep 24, 2024 9:24:03 AM EDT)

Question 5

The pre bid conference zoom meeting is a public record? Is it possible to access it from somewhere in bidsynk? Thank you for your help on this matter (Submitted: Sep 24, 2024 9:27:26 AM EDT)



**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:	Hamid Nikvan, NMB Water Director
VIA:	Mario A. Diaz, City Manager
DATE:	February 18, 2025

Resolution No. 2025-32 Approving Work Order #5 and Authorizing the Issuance of a Notice to
RE: Proceed Relating to Work Order #5 to Black & Veatch Corporation to Provide Ongoing Program Management and Staff Augmentation (Hamid Nikvan, NMB Water Director)

Description

The City of North Miami Beach (“City”) issued and awarded Request for Qualifications No. 19-099-DR (“RFQ”) for NMB Water Capital Improvement Program Management Support to Black & Veatch Corporation (“Black & Veatch”) via Resolution R2020-41, for an initial five (5) year term, with an option to renew for up to two (2) additional one (1) years terms, in an amount not to exceed \$1,395,259.00.

Subsequently, the City’s Commission approved Work Orders No. 2 for \$4,318,689.66 (R2020-117), and Work Order #3 for \$4,693,552.72 (R2022-91). On October 17, 2023, the Mayor and City Commission approved Resolution No. R2023-91, allocating \$4,222,763.00 for Work Order #4, which provided program management support services for an estimated duration of twelve (12) months. Work Order #4 has since been extended beyond the initial term and is projected to exhaust all allocated funds by March 1, 2025.

**BACKGROUND
ANALYSIS:**

After modifications to the scope of work and much negotiation, Work Order #5, estimated to last twelve (12) months, authorizes B&V to continue providing staff augmentation and program management support in an amount not to exceed \$2,387,892.00, inclusive of a contingency of \$593,221 for unforeseen project needs. The City’s negotiations have led to

a more than 50% decrease in annual expenditure for these services.

Work Order #5 is a continuation and development of scope performed under Work Orders 1, 2, 3, and 4. The scope of work included in Work Order #5 provides the specialized and experienced labor, expertise, resources, and availability needed to continue supporting NMB Water through multiple projects: close out of previous projects in the construction phase, well pipeline transmission, and three neighborhood watermain redevelopments. Additionally, B&V will work to transition certain aspects of NMB's CIP delivery as NMB implements its CIP and builds NMB Water's institutional capability and associated internal management and labor capacity to self-perform the delivery of the CIP.

RECOMMENDATION: The City staff recommends approving and authorizing the expenditure for the Work Order #5 in the amount of \$1,794,671 and to B&V with the contingency in the amount not to exceed \$593,221 to ensure continued support for NMB Water's 5-Year Capital Improvement Program in a total requested amount of \$2,387,892.00. While NMB Water intends to utilize only \$1,794,671, approval for the higher amount will enable expedited authorization if additional funding is required.

FISCAL/ BUDGETARY IMPACT: Requesting a Purchase Order in the not to exceed amount of \$2,387,892, as approved in the adopted FY25 budget appropriation.

ATTACHMENTS:

Description

- Resolution_ Black & Veatch
- Exhibit A_ Black & Veatch

RESOLUTION NO. R2025-XX

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING WORK ORDER #5 AND AUTHORIZING THE ISSUANCE OF A NOTICE TO PROCEED RELATING TO WORK ORDER #5 TO BLACK & VEATCH CORPORATION TO PROVIDE ONGOING PROGRAM MANAGEMENT AND STAFF AUGMENTATION IN AN AMOUNT NOT TO EXCEED \$2,387,892.00; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; SUBJECT TO THE BUDGET APPROPRIATION AND AVAILABILITY OF FUNDS; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the City of North Miami Beach (“City”) issued and awarded Request for Qualifications No. 19-099-DR (“RFQ”) for NMB Water Capital Improvement Program Management Support to Black & Veatch Corporation (“Black & Veatch”) via Resolution R2020-41, for an initial five (5) year term, with an option to renew for up to two (2) additional one (1) years terms, in an amount not to exceed \$1,395,259.00.

WHEREAS, Subsequently, the City’s Commission approved Work Orders No. 2, 3 and 4 for \$4,318,689.66 (R2020-117), \$4,693,552.72 (R2022-91), and \$4,222,763.00 (R2023-91) respectively; and

WHEREAS, for the final year of the initial five-year term the City has reviewed and revised the scope of services outlined in Work Order #5, resulting in a request for expenditure in an amount not to exceed \$2,387,892.00, inclusive of a contingency of \$593,221 for unforeseen project needs. The City’s negotiations have lead to a more than 50% decrease in annual expenditure for these services; and

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

WHEREAS, the City Manager and Chief Procurement Officer recommend that the City Commission approve and authorize the City Manager or designee to increase the previously approved Agreement with Black & Veatch for Work Order #5 to provide ongoing program management and staff augmentation support in an amount not to exceed \$2,387,892.00; and

WHEREAS, the Mayor and City Commission believe it is in the best interests of the City to authorize an increase to the previously approved Agreement with Black & Veatch for Work Order #5 to provide ongoing program management and staff augmentation support in an amount not to exceed \$2,387,892.00.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

RESOLUTION NO. R2025-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 Mayor and City Commission hereby authorize the City Manager or designee to execute Work Order #5 and issue a Notice to Proceed for Work Order #5 to Black & Veatch in an amount not to exceed \$2,387,892.00.

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

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

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

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

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

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

APPROVED AND ADOPTED by the City of North Miami Beach City Commission at the regular meeting assembled this **18th day of February 2025**.

ATTEST:

ANDRISE BERNARD, MMC
CITY CLERK

MICHAEL JOSEPH
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. R2025-XX



EXHIBIT A

PROCUREMENT EXPLANATION MEMO

PROCUREMENT MANAGEMENT DIVISION

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

WORK ORDER #5 - NMBW

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):



CITY COMMISSION STAFF REPORT

DEPARTMENT: NMB Water

SUBJECT: A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING WORK ORDER #5 BETWEEN THE CITY OF NORTH MIAMI BEACH AND BLACK & VEATCH CORPORATION TO PROVIDE ONGOING PROGRAM MANAGEMENT AND STAFF AUGMENTATION IN THE AMOUNT OF \$1,794,671 AND AN OPTIONAL CONTINGENCY IN THE AMOUNT NOT TO EXCEED \$593,221. ATTACHED HERETO AS EXHIBIT "A"; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE WORK ORDER #5 AND TO ISSUE NOTICE TO PROCEED RELATING TO WORK ORDER #5; 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.

BACKGROUND OF ITEM:

In alignment with the City of North Miami Beach's ("City") Strategic Plan Mission of ensuring a safe environment for residents and visitors while maintaining fiscal responsibility, approval is requested for Work Order #5 under the existing Agreement RFQ#19-099-DR, titled "NMB Water Capital Improvement Program Management Support." This agreement, executed on June 16, 2020, between the City and Black & Veatch ("B&V"), facilitates ongoing program management support for NMB Water's Capital Improvement Program (CIP).

On October 17, 2023, the Mayor and City Commission approved Resolution No. R2023-91, allocating \$4,222,763.00 for Work Order #4, which provided program management support services for an estimated duration of twelve (12) months. Work Order #4 has since been extended beyond the initial term and is projected to exhaust all allocated funds by March 1, 2025.

WORK ORDER #5 OVERVIEW:

Work Order #5, estimated to last twelve (12) months, authorizes B&V to continue providing staff augmentation and program management support for NMB Water's 5-Year Capital Improvement Program. The scope of services under this work order is detailed in the attached document, "Work Order #5 – NMB Water Capital Improvement Program Management Support Services Scope of Services."

Funding for water-related management support services has been secured through WIFIA funding and Water Revenue Bonds, Series 2020A, while sewer-related management support is funded through Sewer Revenue Bonds, Series 2020.

ANALYSIS:

Work Order #5 is anticipated to be the final staff augmentation extension for NMB Water's 5-Year Capital Improvement Program. As Work Order #4 funds approached depletion, NMB Water initiated negotiations for Work Order #5 in November 2024.

Initially, B&V proposed a continuation of the existing workforce and service levels for a twelve-month duration at a total cost of approximately \$3.37M. Upon review, newly appointed NMB Water Director Hamid Nikvan conducted a detailed assessment of current design and construction projects and recommended reductions to align with the CIP's evolving priorities.

Following these adjustments, B&V revised their proposal, reducing the total cost to approximately \$2.51M. Further reductions were made to reflect recent staff hirings at NMB Water, leading to the final base Work Order #5 amount of \$1,794,671.

An alternative option includes a contingency increase in the amount not to exceed \$593,221, to account for staffing changes and unforeseen project needs.

RECOMMENDATION:

The City staff recommends approving and authorizing the expenditure for the Work Order #5 in the amount of \$1,794,671 and to B&V with the contingency in the amount not to exceed \$593,221 to ensure continued support for NMB Water's 5-Year Capital Improvement Program. While NMB Water intends to utilize only \$1,794,671, approval for the higher amount will enable expedited authorization if additional funding is required.

Black & Veatch has consistently demonstrated reliability, responsiveness, and full integration with NMB Water operations.

FISCAL IMPACT:

Following a thorough due diligence review, the City Manager, NMB Water Director, and Chief Procurement Officer recommend opening a Purchase Order for Program Management Support Services in the amount of \$1,794,671.

Funds have been appropriated in the following accounts:

- **416900-533630 & 450910-535630:** \$1,794,671.00

ALTERNATIVES:

Several alternatives have been considered:

1. **Dissolution of the Contract:** Transitioning all projects, programs, and grant-related activities to existing City staff. However, this would place an excessive burden on limited resources, potentially delaying project execution and reducing overall efficiency.
2. **Further Reduction of Work Order #5:** Scaling back services beyond the proposed reductions could compromise project timelines and workforce capacity, leading to decreased productivity.

The current base Work Order #5 provides a balanced approach, optimizing B&V's support while aligning with NMB Water's staffing and operational needs.

ATTACHMENTS:

1. Work Order #5, NMB Water Capital Improvement Program Management Support Services
Scope of Services

**NMB WATER CAPITAL IMPROVEMENT PROGRAM
MANAGEMENT SUPPORT SERVICES
WORK ORDER 5**

SCOPE OF SERVICES

SECTION 1: PURPOSE AND INTENT

This work order covers the provision of staff augmentation services in support of the delivery of the City of North Miami Beach (NMB) Water Capital Improvement Program (CIP). The intent of this scope is to provide the specialized and experienced labor, expertise, resources, and availability needed to continue supporting NMB Water along with transitioning certain aspects of NMB's CIP delivery as NMB implements its CIP and builds NMB Water's institutional capability and associated internal management and labor capacity to self-perform the delivery of the CIP.

In accordance with the RFQ#19-099-DR "NMB Water Capital Improvement Program Management Support" between the City of North Miami Beach, Florida, and Black & Veatch (CONSULTANT), the following Scope of Services for Work Order 5 Program Management Support Services is to be performed.

SECTION 2: BACKGROUND

NMB Water has contracted with CONSULTANT to provide professionals to augment NMB Water's CIP program management staff and provide support services to implement their capital improvement program.

This work order is a continuation and development of scope performed under Work Orders 1, 2, 3, and 4. Work Order 5 authorizes CONSULTANT to continue to provide ongoing Staff Augmentation and Program Management support to NMB Water for the CIP as described in the subsequent paragraphs. The activities which the CONSULTANT's professional will be assigned to support the development MMB Water's CIP is detailed in the proceeding sections.

In essence, this scope of services constitutes a Staff Augmentation service in support of NMB Water's CIP planning and implementation needs. Technical Direction will be provided by NMB Water to assigned CONSULTANT professionals to guide the performance of this scope of services. Technical direction includes direction that helps the CONSULTANT accomplish the activities under this Scope of Services, or comments on and approval of reports or other deliverables. Technical direction must be within the general scope of services of this work order, unless amended by mutual agreement.

Labor resources identified and made available to NMB Water represent good faith estimates of NMB Water labor requirements. As such, numbers of professionals and specific number of hours assigned to each professional are fungible within the ceiling of this contract to provide NMB Water with the flexibility needed to implement its CIP in an agile manner. Should changes in NMB Water CIP planning or new and otherwise unanticipated NMB Water needs emerge that require additional labor and expertise, the CONSULTANT shall exert reasonable efforts to provision NMB Water with the requested labor and expertise subject to mutually agreed amendment of this scope of services and availability of funding.

SECTION 3: PROGRAM MANAGEMENT SUPPORT

The overall objective of Work Order #5 is to continue assisting the CITY in managing the implementation of assigned projects/professional services along with transitioning specific activities completed in Work Orders #1, #2, #3, and #4 to CITY staff. The CONSULTANT'S and the CITY'S responsibilities and deliverables is outlined below.

Throughout the duration of Work Order #5, the CONSULTANT shall be responsible for the following:

- A. Identify and support the correction of gaps in program or project management in support of PMP adoption and implementation across the CITY. This may include providing experienced and qualified project managers, construction managers or subject matter experts for a limited time, at the approval of the CITY. This is an ongoing process. CONSULTANT will adjust support and expertise provided to the CITY to address new situations as they arise.
- B. The CONSULTANT and their staff will work in tandem with the CITY to develop and implement the Program Control Plan and provide reports to help the CITY visualize the tracked and forecasted performance of the CITY's CIP.
- C. During the design and implementation phase of the CIP the CONSULTANT will document and forecast the schedule performance of projects under the CITY's CIP.
- D. The CONSULTANT will provide coordination efforts for Legal, Procurement, and Finance related items associated with the CIP.

The CONSULTANT has transitioned all the requisite activities and requirements to the CITY prior to WO#5. As such, at the commencement of WO#5, the CITY shall be responsible for the following:

- A. Maintain and update the CITY's revised Program Management Plan (PMP) developed and revised under previous Work Orders to enhance its usefulness as a practical and living management tool. Objectives are to pursue continuous improvement, consistency, and responsiveness to the CITY's planning, and to managing implementation across the CITY.
- B. The procurement of grants or loans through the preparation of cost-effective analyses and other grant/loan application data.
- C. The CITY and their Public Information Manager are responsible for the development of the CIP Public Outreach Plan. The CITY is responsible for maintaining public understanding of the benefits of the CIP and to advise them of activities or construction projects which may impact their normal activities and communities.
- D. Implement, maintain, and update new components of the PMP as identified by CITY staff and the CONSULTANT.
- E. Measure, track, and recommend (as needed) key performance indicators (KPIs) that may be most appropriate for CITY consideration to measure progress and document program accomplishments. Some of the KPIs of the program will include quantity and quality of work completed, budget and schedule adherence, and quality of delivery.
- F. Monitor the Quality Assurance/Quality Control (QA/QC) plan to ensure the program is being implemented with the PMP's required level of quality, consistency, and according to industry best practices, per the CITY'S standards. Conduct QA/QC audits on a periodic basis.
- G. CITY staff will oversee the document control plan outlined in the PMP. Tasks include but are

not limited to, invoice tracking, electronic document and records management, program file structure, project file structure, WIFIA compliance file structure, document naming conventions, document storage, SharePoint server files and administrative support.

- H. CITY staff will be responsible for reviewing and submitting all grant /loan compliance documentation for WIFIA, FDEP, and DEO as well as any other funding agency for CIP projects.

SECTION 4: PRE-CONSTRUCTION MANAGEMENT

Throughout the duration of Work Order #5, the CONSULTANT shall be responsible for the following:

- A. Make recommendations to better plan and execute the CIP and to facilitate more effective delivery of individual projects, more efficient use of resources, and more effective coordination between projects and the current and anticipated operation of the water distribution and wastewater collection systems.
- B. Advise the CITY in providing day-to-day management and project management oversight of the CIP design projects and develop options and recommendations for the CITY'S consideration in the effective and efficient delivery of the CIP.

The CONSULTANT has transitioned all the requisite activities and requirements to the CITY prior to WO#5. As such, at the commencement of WO#5, the CITY shall be responsible for the following:

- A. Validate that the preliminary project scopes are definitive, comprehensive, and meet intended objectives. This requires a clear understanding of the realities and circumstances under which the CITY implements its extensive CIP. Numerous factors presently influence the implementation of the water and sewer CIP, including but not limited to:
 - a. Financial constraints
 - b. Regulatory requirements
 - c. Schedule targets and/or constraints
 - d. Construction market conditions
 - e. Project permit and approval requirements
 - f. CIP implementation optimization
 - g. Construction in populated areas
- B. Developing a logical sequence of construction bid packages and/or program delivery strategies that ensure facilities remain operational and in regulatory compliance during construction.

DESIGN MANAGEMENT

- A. Manage and coordinate the implementation of the A/E firms' work, schedule, and budget and other subcontractors. (e.g., surveyors, geotechnical, etc.)
- B. Prepare construction bid documents utilizing plans, specifications, and other required documents prepared by contracted A/E firms.
- C. Conduct periodic reviews of prepared studies and designs, including progress reviews at typical design percent completion stages.
- D. Monitor performance, review invoices, and recommend periodic progress payments.

- E. Provide periodic progress reports to the CITY regarding the management of design services, including the services provided by subcontractors.

PERMITTING MANAGEMENT

- A. While the obtaining of permits is the responsibility of A/E firms, The CITY will assist as needed in obtaining appropriate permits to comply with requirements of the Clean Air Act, Clean Water Act and Safe Drinking Water Act and from any other applicable federal, state, and local regulatory agencies. Update and maintain reporting systems used to document compliance with various permits.
- B. Although permitting submissions will be completed by A/E firms, the CITY will assist with documentation for acquiring permits, coordination, and provide needed technical support during permit negotiations. Coordination of permitting efforts may include (but not limited to) the following departments or agencies:
 - a. South Florida Water Management District
 - b. Miami Gardens Building Department and other Municipal Building Departments
 - c. Florida Department of Health in Miami-Dade County
 - d. Miami-Dade County Department of Environmental Regulatory Management
 - e. Florida Department of Environmental Protection
 - f. U.S. Environmental Protection Agency
 - g. Miami-Dade Fire Department
 - h. City Manager's Office
 - i. Parks Department
 - j. Public Works Department
 - k. Schools (Dade-County or other)
 - l. Community Redevelopment Agency
 - m. Urban Forester
 - n. Miami Dade County Department of Transportation
 - o. Florida Department of Transportation
 - p. Utility Companies
 - q. Building and Zoning
 - r. Waste Management
- C. Ensure CIP projects are executed in compliance with all applicable EPA/WIFIA, Florida Commerce, US Treasury, and any other federal, state and county laws and regulations and permit provisions.
- D. The CITY is responsible for all regulatory permit processes and requirements necessary to ensure the successful completion of all CIP projects. The CITY is also accountable for identifying any studies or work products that may be required to acquire the necessary permits.

CONSTRUCTION PROCUREMENT SUPPORT

- B. Procurement support services include activities after the design has concluded and prior to construction; typically, those during the bidding phase. Selected construction service providers will be contracted directly by the CITY. The CITY shall provide assistance in the procurement of construction firms, which may include but not limited to, preparation of advertisements; assist with evaluating qualification statements; performing experience and background investigations.

- C. Procurement services may include, but are not limited to:
 - a. Assisting in the development of recommendations for construction execution methods (i.e., Design-Bid-Build, Design-Build)
 - b. Preparation of bid package documents
 - c. Assuring that all permits have been received and all land has been acquired before proceeding with the bidding process.
 - d. Coordinate and assure the availability of funding before proceeding with bidding.
 - e. Coordinating the bidding process activities with both the CITY's Procurement Divisions and the A/E design consultants
 - f. Assisting with the solicitation of bids, which may include preparing advertisements and attending or directing pre-bid meetings.
 - g. Conducting technical reviews of bids and contracts
 - h. Assisting in the preparation of construction contracts
 - i. Assisting in negotiating and executing construction contracts

SECTION 5: CONSTRUCTION MANAGEMENT

The construction phase commences upon the issuance of a written notice to the contractor to proceed with construction of a project. In general, these services include what are typically referred to as construction management and inspection. Additionally, the CONSULTANT shall also support the project through the duration of WO#5 with the construction contractor.

Throughout the duration of Work Order #5, the CONSULTANT shall be responsible for the following:

- A. Manage and coordinate services during construction being provided by the A/E firms. Services during construction include, but are not limited to, shop drawings review; rendering consultation during construction; advising the CITY on laboratory, shop, and test of material and equipment for compliance with specifications; assisting in tune-up test, and start-up of equipment; preparing records drawings; and providing final inspection and reports.
- B. Evaluate contractor's construction work plan for effectiveness and efficiency in terms of approach and resource allocations; The Construction Work Plan describes the construction means and methods, sequence of construction, the maintenance of traffic (MOT) equipment, the sequence of construction activities; among other project requirements. The CONSULTANT shall carefully review and consider the proposed work plan to determine the assistance that will be required, coordination with other CITY's Department, and Miami-Dade Water and Sewer, and other third parties as required.
- C. Responsible for monitoring, managing NMB's Water policies, procedures, rules, regulations, standards, and requirements per the Contract Documents.
- D. Ensure that all activities performed during the construction phase comply with current or revised NMB Water policies, rules, procedures, standards, and project specifications.
- E. Review the quality assurance programs developed by contractors and monitoring adherence thereof.
- F. Administer construction contracts, including the review and certification of contractors' invoices.
- G. Manage and perform construction contractor negotiations regarding progress accomplished (percent completions), change orders (including design changes), claims and counterclaims. The CONSULTANT shall obtain approval from the CITY for the resolution of

all claims and final processing of change orders prior to their implementation.

- H. Perform construction inspection services required during the construction phase for Quality Assurance and compliance with contract documents for the following projects listed below.
 - a. Pinetree North
 - b. Pinetree South
 - c. Norland SE
 - d. Joint project (Master PS#4 and Bell Gardens)
 - e. Bunch Park WM replacement
 - f. Eastern Shores Watermain System Rehab Phase II
 - g. Oleta River
 - h. Operations Center Pump Station Improvements
 - i. Corona Del Mar Phase II (Laterals)
 - j. Norwood WTP
 - i. Production Wells
 - ii. Raw Water Transmission line
 - iii. Plant Improvements
- I. Provide a safety specialist certified by OSHA to assure that construction project safety plans are in compliance with all applicable safety rules and regulations; and that Contractor is complying with their own safety plans.
- J. Manage all services to be supplied by other external service providers contracted by the CITY during this phase using Good Industry Practice.
- K. Provide technical support services in the areas of proposed design changes, review of proposed complex construction methods, cost estimating, project control, and review of submittals.
- L. Witness and document mechanical start-up, testing, and commissioning of individual equipment along with the electromechanical testing of entire system.
- M. Assist with the transfer of assets from the construction contractors to the CITY and coordinate the beginning of start-up activities by contractor or by the City Construction Manager, as appropriate.
- N. Coordinate and manage all construction contract closeout activities, including final invoice and claim reviews.
- O. Ensure that all guarantees and warranties are obtained for all equipment and materials and that they are properly transferred to the CITY.
- P. Manage the completion and acceptance of the work for project closeout. Certify projects Substantial Completion and Final Completion.
- Q. Provide support for project administration closeout and turnover.
- R. Review the Contractor's Quality Assurance/Quality Control (QA/QC) plans to comply with the technical requirements of the project as well as the City's and County's standard practice. Part of the QA/QC plan is documenting the results of the field tests and notifying the Contractor in the case that a specific test fails. QA/QC tests that are performed in the field may include: inspection of the material brought to the job site, testing of the concrete and other materials, and verification of the construction work plan.

- S. Construction contractor negotiations regarding progress accomplished (percent completions), change orders (including design changes), claims and counterclaims. The CONSULTANT shall obtain approval from the CITY for the resolution of all claims and final processing of change orders prior to their implementation.
- T. Although the construction safety is the responsibilities of all personnel involved or visiting the construction site, only the Contractor is the sole responsible party. Under this task, The CONSULTANT will provide OSHA certified safety officer to monitor the site and ongoing construction activities as well as communications with the CITY and the Contractor. On the other hand, if the violation does not represent an imminent danger, the site inspector will discuss the violation with the Contractor's assigned safety representative or Superintendent to correct the violation. In addition, the site inspector shall provide the Contractor with a safety violation noticed that is filed within the project documents and noted in the daily reports.
- U. Monitor and enforce the Standard Construction Management practice as per the Construction Management Association of America (CMAA).
- V. Provide technical support services during construction such as but not limited to; review and evaluate any potential value engineering that the Contractor may request; develop solutions to difference site conditions; clarify discrepancies between the design documents and the technical specifications; cost estimating, progress, and impact schedule evaluations; claims and corresponding cost and schedule; etc.
- W. Preparing and completing the commissioning technical specifications and start-up.
- X. Obtain the Certificate of Beneficial Use and coordinating substantial and final completion and provide to the O&M group.
- Y. Coordinating and managing the project close-out, reviewing, and approving as-builts, collecting and distributing the operational manuals, obtain the warranties, gather the Certificate of Beneficial Use; verify that claims and change orders are closed, final payment, and other tasks associated with the project close-out but not mentioned here.

The CONSULTANT has transitioned all the requisite activities and requirements to the CITY prior to WO#5. As such, at the commencement of WO#5, the CITY shall be responsible for the following:

- A. The CITY shall be responsible for the management and implementation of the following CIP projects:
 - a. SCADA
 - b. Velda Farms FM replacement
 - c. Cravero FM Replacement
 - d. Wastewater Collection Repairs and Replacements Program
- B. Maintain orderly and complete Project specific files relative to contractor documentation per the PMP.
- C. The CITY will assume responsibility for permitting of Corona del Mar phase II (Laterals) the last six months of WO#5.

The CITY will provide a Safety Officer. This CITY staff member will help implement the CITY's Health, Safety and Environmental (HSE) plan. During the construction phase of CIP projects, they assure construction projects are in compliance with requisite regulations, contractually mandated safety requirements and the contractors' respective construction site safety plans.

SECTION 6: OPTIONAL SERVICES

The items described below are optional services that can be utilized/authorized by the NMB Water Director at his discretion.

PROGRAM MANAGEMENT SUPPORT:

Related to the responsibilities and duties under Section 3 - Program Management Support, CONSULTANT will provide the additional Program Support under the positions of Project Managers, Project Control, Scheduler, and Sr. Administrator as requested by the CITY.

CONSTRUCTION MANAGEMENT:

Related to the responsibilities and duties under Section 5 - Construction Management, CONSULTANT will provide the additional Construction Management Support under the positions of Construction Manager and Mid-level Project Managers as requested by the CITY.

SECTION 7: ROLES

Roles and their functions are described below. Total estimated level of effort for each role is provided in Exhibit B.

ROLES:

- **Contract Manager/Project Manager:** As holistic planner for the program, the Contract Manager will apply a portion of his hours to organize and collaborate with the PM/CM Team for this activity. Role will include participation in activity planning meetings at the CITY, sharing of lessons learned from other programs, and reviewing the state of PM/CM deliverables and planning documents. Also drives CONSULTANT contract compliance as well as ensuring the CITY's satisfaction with CONSULTANT's services and expertise.
- **Project Manager - Preconstruction:** Working part-time, 4 days a week, this position collaborates with the PM/CM Procedures Team to observe and evaluate existing CITY practices, identify practices which work well for the CITY, adapt practices which merit improvement, and build on their findings on collaboration with the Program Management Support Team to develop standardized core project management processes, tools, and systems across the CIP.

Provides the required technical support to NMB Water Director and NMB Water CIP Administrator to address concerns of the City Commission or stakeholders and manages activities with outside agencies and stakeholders.

- **Project Controls:** Working part-time, Project Control works in tandem with the Team to develop and implement the Program Control Plan and provide reports, and other information to help the CITY visualize the tracked and forecasted performance of NMB Water's CIP.
- **Scheduling:** This position works part-time from the CONSULTANT's Home Offices to support the Project Control Manager during the planning and implementation phases of the CIP to document and forecast the schedule performance of projects under NMB Water's CIP.

- Sr. Administrator: Working part-time, Provides requisite routine accounting and financial reporting support.
- Field Office Admin Assistant: This position works part-time to support the CONSULTANT's Construction phase professionals with permit coordination.
- Mid-Level Project Manager: This position supports the Construction Manager by managing various construction projects through their life cycle.

Supports the Construction Manager by managing the Engineering During Construction process, including reviews of submittals, responses to RFIs and review of shop drawings and as-built drawings. Responsible for ensuring that all permits are being complied with and reporting the progress and quality of the Contractor's work. Additionally, they will document and report on all potential problems that result onsite especially those issues which could result in Change Orders.

- Construction Manager: Leads the overall delivery of construction phase of CIP projects. Provides direction and management of professionals in the Construction Management group. Serves as City Employee responsible for the construction activities of all CIP projects from the notice to proceed through project close out. Leads departmental planning and development of requisite policies and procedures. Provides the required applicable technical support to NMB Water Director and NMB Water CIP Administrator to address concerns of the City Commission or stakeholders and manages activities with outside agencies and stakeholders regarding the construction phase.
- Inspectors: Assist the Construction Managers, Civil Engineers, and Mid-level Project Managers plan and arrange contractor provided site offices, support the development of construction project-specific Testing & Inspection Plans, and perform daily site inspections in conjunction with the CM Expert. They also develop Daily Inspection Reports (DIRs) supported by photographs, GPS data. They also develop Non-Conformance Reports as needed to remedy any construction issues.
- Construction Inspector - Mechanical: Assist the Construction Managers, Civil Engineers, and Mid-level Project Managers plan and arrange contractor provided site offices, support the development of construction project-specific Testing & Inspection Plans, and perform daily site inspections in conjunction with the CM Expert. They also develop Daily Inspection Reports (DIRs) supported by photographs, GPS data. They also develop Non-Conformance Reports as needed to remedy any construction issues. This inspector has expertise in distribution piping and process mechanical piping.

SECTION 8: BASIS OF COMPENSATION

The base fee for the scope of WO 5 is \$1,794,671 (one million seven hundred ninety-four thousand six hundred seventy-one). In addition, an optional services fee in the amount of \$593,221 (five hundred ninety-three thousand two hundred twenty-one) is estimated for a total not to exceed project fee of \$2,387,892 (two million three hundred eighty-seven thousand eight hundred ninety-two). These values were calculated based on the estimated staff augmentation labor and expertise prescribed by the CITY to support implementation of the CIP project schedule depicted in Exhibit A and the Program Management support described in Section 3. Exhibit B depicts the estimated hours for these services. The agreement to RFQ-19-099-DR documents the hourly rates applicable to each labor category.

Should the labor requirements for CONSULTANT professionals assigned to the CITY to work full-time exceed a normal 40-hour work week, CONSULTANT and CITY will re-evaluate the need for additional personnel and negotiate an amendment to support fulfillment of the CITY's labor needs as it transitions to build up the CITY's institutional capability and associated internal management and labor capacity. Rates shall also include the following:

- a) All local travel to and from work at the CITY.
- b) Computer usage and telephone expenses
- c) Sale and use taxes

No claim for reimbursement for the above expenses shall be made to the CITY. Moreover, costs associated with lodging, commuting, and other related expenses for non-local professionals assigned to the CITY full-time for periods in excess of three months will not be billable to the CITY. Non-local professionals are based out of CONSULTANT offices that do not include Coral Gables office, Coral Springs office, Lake Worth office and Fort Myers office or any new office within 2.5 hours travel time to the CITY.

As part of providing the full extent of the services, the CONSULTANT may incur certain administrative and other direct expenses related to the implementation of the CIP, such as for CITY or Field office supplies, CITY or Field office adaption, project travel that is required during the course of the day from site to site including project sites and CITY offices, special equipment or materials, charges related to the preparation and/or outside reproduction of deliverables, communications materials or other collaterals required to support meetings, presentations, Community Outreach and such. Such expenses are reimbursable from the Other Direct Expenditures budget line item. The CONSULTANT shall not incur such costs without the written direction and approval of the CITY. The CONSULTANT agrees to keep, furnish, and support reimbursement of authorized direct costs with copies of receipts or statements of time expended (if applicable for other direct services type expenses). Reimbursable expenses will be invoiced by the CONSULTANT to the CITY (and compensated by the CITY to the CONSULTANT) from the Other Direct Expenditures budget line item, following adherence to the aforementioned conditions. Such documentation and records will be available at all reasonable times for examination and audit by the CITY.

SECTION 9: PAYMENT

The CONSULTANT will invoice the CITY on a monthly basis for the services rendered during the prior month.

All invoices must reference the Consultant's legal name as authorized to do business with the State of Florida; CITY's Contract Number and Work Order Number; a unique invoice number not previously used under this contract; date; a description of the services performed, and the amount to be invoiced. Consultant shall: 1) submit invoices using a pdf file at a resolution of no less than 300 dpi; 2) name the pdf file with the Consultant's name and the PO number; 3) provide all required attachments with the invoice file. Each invoice shall summarize the contract price, payments made to date, percentage of budget completed to date; amounts due under the invoice, remaining balance of the Work Order.

Labor costs will be billed on a time and material basis per the hourly rate basis per the rate schedule of agreement 19-099-DR. Labor line items in the invoice shall include the name, position, and job category of the professional whose hours are being charged to the CITY, along with hours worked and hourly rates, as well as an arithmetically correct subtotal. Weekly timesheets will be emailed to the CITY's Managers. Other Direct Expenditures will be invoiced and compensated as aforementioned.

Exhibit A-CIP Schedule

North Miami Beach Water
 FY 2020 - FY 2025 CIP Program Schedule Update #51 - Level 2 - WBS Phases
 Data Date - 24-Jan-25
 Print Date - 27-Jan-25

Activity ID	Activity Name	Original	Start	Finish	Total Float	2020	2021	2022	2023	2024	2025	2026	2027	2028
						1	2	3	4	5	6	7	8	9
North Miami Beach Water CIP Program Schedule_Update_51_1.24.25														
Program Management														
Program Milestones														
Update PMP Plans														
WIFA General and Financial Milestones														
FY 2020 CIP Delivery Program: Fund: 410 - Water Capital Projects														
WATR2002 - Construction of Norwood WTP Improvement (Phase 2)														
Milestones														
Project Planning and Delivery Method														
Work Package 1 - Raw Water Transmission Main														
Milestones														
Design Procurement														
Design														
Permitting														
Construction Procurement														
Construction														
Work Package 2 - Production Wells														
Milestones														
Permitting														
Construction Procurement														
Construction														
Work Package 3 - Plant Improvements														
Milestones														
Design-Build Procurement														
Design-Build														
WATR2005 - Design and Construction of Eastern Shores Watermain Syst. Rehab.														
Eastern Shores Phase 1														
Milestones														
Construction Procurement														
Construction														
Eastern Shores Phase 2														
Milestones														
Design Procurement														
Preliminary Design														
Design														
Permitting														
Construction Procurement														
Construction														
WATR2006 - Design & Construct Norwood WTP Electrical System Improvements - See WATR2002														
WATR2007 - System Wide Transmission & Distribution Watermain Replacement Program														
Planning														
183rd Street Bike Lanes														
Milestones														
Construction														
Aerial Crossings Refurbishment														
Milestones														
Construction Procurement														
Construction														
Oleta River Crossing at West Dixie Highway														
Milestones														
Permitting														
Design-Build Procurement														
Construction														
165th & Dixie (Snake Creek)														
Milestones														
Design Procurement														
Design														
Permitting														
Construction Procurement														
Construction														
Sunny Isles Watermain Replacement (ON HOLD)														
Highland Village Watermain Replacement (ON HOLD)														



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Activity ID	Activity Name	Original	Start	Finish	Total Float	2020	2021	2022	2023	2024	2025	2026	2027	2028
						1	2	3	4	5	6	7	8	9
Oak Grove Phase I														
	Planning	30	01-Jul-21 A	30-Jul-21 A										
Oak Grove Phase II														
	Planning	30	01-Jul-21 A	30-Jul-21 A										
Allen Washington Park														
	Planning	30	12-Jul-21 A	10-Aug-21 A										
West Dixie Industrial - 153rd Street														
	Planning	759	12-Jul-21 A	21-Jul-24 A										
	153rd Street	30	12-Jul-21 A	10-Aug-21 A										
	Milestones	0			0									
	Design Procurement	493	15-Mar-22 A	21-Jul-23 A										
	Design NE 153rd Street Primary Segment	15	15-Mar-22 A	13-Apr-22 A										
	Permitting NE 153rd Street Primary Segment	15	04-Apr-22 A	22-Apr-22 A										
	Construction Procurement NE 153rd Street Primary Segment	45	02-May-22 A	15-Jun-22 A										
	Construction NE 153rd Street Primary Segment	49	01-Apr-22 A	19-May-22 A										
	Design NE 153rd Street & Dixie Highway Segment	65	20-Apr-22 A	24-Jun-22 A										
	Permitting NE 153rd Street & Dixie Highway Segment	40	01-Jul-22 A	26-Aug-22 A										
	Construction NE 153rd Street & Dixie Highway Segment	241	28-Nov-22 A	21-Jul-24 A										
West Dixie Industrial - 154th Street (ON HOLD)														
	Uleta	523	15-Mar-22 A	08-Aug-23 A										
	Planning	30	12-Jul-21 A	10-Aug-21 A										
Myrtle Grove Phase I														
	Planning	48	19-Jul-21 A	27-Aug-21 A										
Myrtle Grove Phase II														
	Planning	48	19-Jul-21 A	27-Aug-21 A										
I-95 & Turnpike (ON HOLD)														
	Bunche Park	1793	12-Jul-21 A	08-Jun-26	259									
	Milestones	1626	01-Jul-21 A	12-Dec-25	437									
	Planning	1529	05-Oct-21 A	12-Dec-25	437									
	Design Procurement	30	01-Jul-21 A	10-Aug-21 A										
	Design	161	27-Sep-21 A	14-Mar-22 A										
	Permitting	305	22-Mar-22 A	10-Jan-23 A										
	Construction Procurement-27th Ave	59	04-Oct-22 A	04-Jan-23 A										
	Construction-27th Ave	109	04-Oct-22 A	09-Jan-23 A										
	Construction Procurement	90	31-Mar-23 A	31-Jan-24 A										
	Construction	108	19-Apr-24 A	13-Sep-24 A										
	Construction	393	16-Sep-24 A	13-Oct-25	437									
Pinetree Park/ Pinetree North														
	Milestones	2151	19-Jul-21 A	08-Jun-27	-106									
	Planning	1228	28-Jan-24 A	08-Jun-27	-106									
	Design Procurement	54	19-Jul-21 A	19-Oct-21 A										
	Preliminary Design	154	27-Oct-23 A	20-Feb-24 A										
	Design	427	19-Mar-24 A	19-May-25	0									
	Permitting	547	19-Mar-24 A	19-Sep-25	34									
	Construction Procurement	187	21-Jul-25	23-Jan-26	-106									
	Construction	103	26-Jan-26	08-May-26	-106									
	Construction	351	24-Apr-26	09-Apr-27	-106									
Pinetree Park/ Pinetree South														
	Milestones	2068	19-Jul-21 A	17-Mar-27	-23									
	Planning	1140	02-Feb-24 A	17-Mar-27	-23									
	Design Procurement	54	19-Jul-21 A	19-Oct-21 A										
	Preliminary Design	159	27-Oct-23 A	30-Apr-24 A										
	Design	538	09-May-24 A	16-Dec-25	373									
	Permitting	470	20-Sep-24 A	02-Jan-26	-23									
	Construction Procurement	176	20-Jun-25	12-Dec-25	-23									
	Construction	84	03-Jan-26	27-Mar-26	-23									
	Construction	295	28-Mar-26	16-Jan-27	-23									
Sunray														
	Planning	30	08-Jul-21 A	06-Aug-21 A										
Norland Southwest														
	Planning	30	08-Jul-21 A	06-Aug-21 A										
Norland Northwest														
	Planning	60	26-Jul-21 A	04-Nov-21 A										
Norland Northeast														
	Planning	60	26-Jul-21 A	04-Nov-21 A										
Norland Southeast														
	Planning	60	26-Jul-21 A	04-Nov-21 A										
	Milestones	1859	26-Jul-21 A	27-Aug-26	179									
	Milestones	924	16-Feb-24 A	27-Aug-26	179									

Summary
 Planning
 Design
 Design Build Procurement
 Permits
 Construction
 SSES
 Design Procurement
 SSES Procurement
 Design Build
 Construction Procurement

North Miami Beach Water
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						1	2	3	4	5	6	7	8	9
							NMB FY21	NMB FY22	NMB FY23	NMB FY24	NMB FY25			
Planning		60	26-Jul-21 A	04-Nov-21 A										
Design Procurement		173	27-Oct-23 A	30-Apr-24 A										
Preliminary Design		60	09-May-24 A	24-Mar-25	640									
Design		425	08-Aug-24 A	06-Oct-25	149									
Permitting		176	24-Mar-25	15-Sep-25	149									
Construction Procurement		84	07-Oct-25	29-Dec-25	149									
Construction		211	30-Dec-25	28-Jul-26	149									
Aerial Crossing Replacement (ON HOLD)		1017	17-Oct-22 A	29-Jul-25	573									
WATR2009 - Design & Construct SCADA & Radio Telemetry System Upgrades		1656	17-Dec-20 A	30-Jun-25	602									
Milestones		1004	30-Sep-22 A	30-Jun-25	602									
Planning		106	17-Dec-20 A	25-Mar-21 A										
Design-Build Procurement		389	12-Jan-22 A	24-Aug-23 A										
Construction		588	22-Sep-23 A	01-May-25	602									
WATR2010 - Design & Construct Honey Hill Watermain System Rehabilitation		937	03-Aug-20 A	28-Feb-23 A										
Milestones		676	23-Apr-21 A	28-Feb-23 A										
Permitting		209	03-Aug-20 A	23-Apr-21 A										
Construction Procurement		216	05-Mar-21 A	17-Sep-21 A										
Construction		427	30-Sep-21 A	30-Nov-22 A										
WATR2012 - Design & Construct Operations Center Pump Station Improvements		1896	08-Jan-21 A	18-Mar-26	341									
Milestones		1797	16-Apr-21 A	18-Mar-26	341									
Planning		104	08-Jan-21 A	16-Apr-21 A										
Design Procurement		336	17-Apr-21 A	08-Apr-22 A										
Design		372	02-May-22 A	08-May-23 A										
Permitting		62	01-Dec-22 A	07-Mar-23 A										
Construction Procurement		284	08-May-23 A	20-Feb-24 A										
Construction		607	01-Apr-24 A	17-Jan-26	341									
FY 2020 CIP Delivery Program: Fund: 450 - Wastewater Capital Projects		2211	03-Aug-20 A	25-Aug-26	181									
SEWR2001 - Wastewater Collection Repairs and Replacements Program (Under City Management)		1632	03-Aug-20 A	24-Jan-25	760									
Wastewater Collection Repairs and Replacements Program		672	24-Mar-23 A	24-Jan-25	760									
Milestones		672	24-Mar-23 A	24-Jan-25	760									
Design Procurement		0			0									
Design		0			0									
Permitting		0			0									
Construction Procurement		0			0									
Construction		120	24-Mar-23 A	24-Jan-25	760									
Well Field Protection Sewer Lining		136	03-Aug-20 A	18-Dec-20 A										
Milestones		28	19-Nov-20 A	18-Dec-20 A										
Construction		136	03-Aug-20 A	18-Dec-20 A										
SEWR2002 - Construct Master PS #4 Force Main Re-Routing		1987	03-Aug-20 A	13-Jan-26	405									
Milestones		1649	09-Jul-21 A	13-Jan-26	405									
Permitting		205	03-Aug-20 A	09-Jul-21 A										
Construction Procurement		1272	27-Feb-21 A	28-Oct-24 A										
Construction		446	29-Oct-24 A	13-Jan-26	405									
SEWR2003 - Implement Wastewater Collection System Plan of Compliance FY19		1421	01-Sep-21 A	10-Aug-25	561									
Milestones		1193	19-Sep-21 A	26-Dec-24 A										
Planning		1349	01-Sep-21 A	10-Aug-25	561									
SEWR2004 - Construct Cravero Force Main Replacement (Under City Management)		1699	03-Aug-20 A	31-Mar-25	693									
Milestones		1372	28-Jun-21 A	31-Mar-25	693									
Permitting		240	03-Aug-20 A	28-Jun-21 A										
Construction Procurement		1032	03-Apr-21 A	29-Sep-24 A										
Construction		183	30-Sep-24 A	31-Mar-25	0									
SEWR2005 - Construct Velda Farm Force Main Replacement (Under City Management)		1624	03-Aug-20 A	20-Dec-24 A										
Milestones		926	08-Jun-22 A	20-Dec-24 A										
Permitting		271	03-Aug-20 A	18-Jun-22 A										
Construction Procurement		700	20-May-22 A	28-Feb-24 A										
Re-lining		328	01-Mar-24 A	20-Dec-24 A										
SEWR2006 - Construct Corona del Mar Low Pressure Collection System		1974	03-Aug-20 A	30-Sep-25	510									
Milestones		1749	15-Dec-20 A	30-Sep-25	510									
Permitting		133	03-Aug-20 A	15-Dec-20 A										
Construction Procurement		828	03-Dec-20 A	16-Jul-23 A										
Construction		1629	17-Jul-21 A	30-Sep-25	510									
SEWR2007 - Construct Bell Gardens Force Main Replacement		2017	03-Aug-20 A	12-Feb-26	375									

Summary Planning Design Design Build Procurement Permits Construction
SSES Design Procurement SSES Procurement Design Build Construction Procurement

North Miami Beach Water
 FY 2020 - FY 2025 CIP Program Schedule Update #51 - Level 2 - WBS Phases
 Data Date - 24-Jan-25
 Print Date - 27-Jan-25

Activity ID	Activity Name	Original	Start	Finish	Total Float	2020	2021	2022	2023	2024	2025	2026	2027	2028
						1	2	3	4	5	6	7	8	9
Milestones		1098	10-Feb-23 A	12-Feb-26	375									
Permitting		642	03-Aug-20 A	10-Feb-23 A										
Construction Procurement		573	25-Jan-23 A	28-Oct-24 A										
Construction		472	29-Oct-24 A	12-Feb-26	375									
PARK1912 - Washington Park Community Complex Sewer Connection (Removed from CIP by City)		1698	01-Jan-22 A	25-Aug-26	181									
SEWR2201 - NE 19th Ave Business District Sanitary Sewer System (Removed from CIP by City)		1502	15-Mar-22 A	01-Jun-26	266									



Exhibit B-Estimated Budget and Level of Effort

**NMB WATER 5-YEAR CAPITAL IMPROVEMENT PROGRAM
MANAGEMENT SUPPORT SERVICES
B&V WORK ORDER 5: ESTIMATE LEVEL OF EFFORT SCHEDULE**

TITLE / POSTION	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	Total Hrs	Total \$
Program Support Services														
Contract Manager / Project Manager	20	20	20	20	20	20	20	16	16	16	16	16	220	\$ 56,364.00
Project Manager - Preconstruction	42	42	41	42	42	42	42	24	24	24	24	24	413	\$ 99,817.97
Project Control	7	7	7	7	7	7	7	7	7	7	7	7	84	\$ 19,553.52
Scheduling	10	10	10	10	10	10	10	10	10	10	10	10	120	\$ 22,426.80
Sr. Administrator	7	7	7	7	7	7	7	7	7	7	7	7	84	\$ 9,526.44
	86	86	85	86	86	86	86	64	64	64	64	64	921	\$ 207,688.73
Pre-Construction Support														
Project Manager - Preconstruction	48	48	52	48	48	48	42	48	32	20	20	20	474	\$ 114,561.06
Mid-level Project Manager													0	\$ -
Project Engineer													0	\$ -
	48	48	52	48	48	48	42	48	32	20	20	20	474	\$ 114,561.06
Construction Management Support														
Project Manager - Preconstruction	32	32	30	32	32	32	32	32	40	52	52	50	448	\$ 108,277.12
Construction Manager	158	158	158	158	158	158	158	158	158				1422	\$ 331,681.50
Mid-level Project Manager	168	168	176	160	144	168	168	152					1304	\$ 222,371.12
Mid-level Project Manager	158	158	158	158	158	158	158	158					1264	\$ 215,549.92
Inspector	168	168	176	160	144	168	168	152	164	160	160	144	1932	\$ 244,919.64
Construction Inspectors - Mechanical	168	168	176	160	144	168	168	152	164	160	160	144	1932	\$ 286,554.24
Field Office Administrative Assistant	80	80	80	50	40	20							350	\$ 40,068.00
Sr. Technical Specialist													0	\$ -
	932	932	954	878	820	872	852	804	526	372	372	338	8,652	\$ 1,449,421.54
Labor	1066	1066	1091	1012	954	1006	980	916	622	456	456	422	10,047	\$ 1,771,671.33
														\$ 23,000.00
														\$ 1,794,671.33

B&V WORK ORDER 5: ESTIMATE LEVEL OF EFFORT SCHEDULE PLUS OPTIONAL SERVICE

Program Support Services														
Contract Manager / Project Manager	20	20	20	20	20	20	20	24	24	24	24	24	260	\$ 66,612.00
Project Manager - Preconstruction	42	42	41	42	42	42	42	60	60	56	64	64	597	\$ 144,288.93
Project Control	7	7	7	7	7	7	7	7	7	7	7	7	84	\$ 19,553.52
Scheduling	10	10	10	10	10	10	10	10	10	10	10	10	120	\$ 22,426.80
Sr. Administrator	7	7	7	7	7	7	7	7	7	7	7	7	84	\$ 9,526.44
	86	86	85	86	86	86	86	108	108	104	112	112	1,145	\$ 262,407.69
Pre-Construction Support														
Project Manager - Preconstruction	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -
Mid-level Project Manager													0	\$ -
Project Engineer													0	\$ -
	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -
Construction Management Support														
Project Manager - Preconstruction	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -
Project Engineer													0	\$ -
Construction Manager										158	158	154	470	\$ 109,627.50
Mid-level Project Manager									164	160	160	144	628	\$ 107,092.84
Mid-level Project Manager									158	158	158	154	628	\$ 107,092.84
Inspector	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -
Construction Inspectors - Mechanical	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -
Field Office Administrative Assistant	0	0	0	0	0	0							0	\$ -
Sr. Technical Specialist													0	\$ -
	0	0	0	0	0	0	0	0	322	476	476	452	1,726	\$ 323,813.18
Labor	86	86	85	86	86	86	86	108	430	580	588	564	2,871	\$ 586,220.87
														\$ 7,000.00
														\$ 593,220.87
														\$ 2,387,892.20

Exhibit C-Hourly Rates Per Labor Category

TITLE / POSTION	HOURLY BILLING RATES 2024
Principal	\$288.40
National Practice Leader	\$284.01
Sr. Technical Specialist	\$257.76
Contract Manager / Project Manager	\$256.20
Project Manager - Preconstruction	\$241.69
Public Information Officer	\$236.85
Construction Manager	\$233.25
Project Control	\$232.78
Trenchless Technologist Specialist	\$232.12
Biosolids Specialist	\$232.12
Technical Specialist	\$232.08
Senior Engineering Manager	\$226.72
Water Treatment Plant - Membranes Engineer	\$221.88
Geotechnical Engineer	\$221.53
Graphic Designer	\$207.19
Water Treatment Plant - Lime Softening Engineer	\$206.78
Engineering Manager	\$206.42
QA/QC Manager	\$206.00
PM/CM Support Plans and Procedures	\$206.00
Cost Estimator	\$196.73
FDEP Permitting Specialist	\$196.73
Permitting Lead	\$186.89
Scheduling	\$186.89
Structural Engineer	\$180.47
Mechanical Engineer	\$180.47
Electrical I&C Engineer	\$180.47
Civil Engineer (Gravity Sewer / Force Mains / Water Transmission and Distribution)	\$180.47
Architect	\$180.47
Mid-level Project Manager	\$170.53
Editor / Technical Writer	\$168.68
SCADA Specialist	\$167.89
Construction Inspectors - Structural	\$148.32
Construction Inspectors - Mechanical	\$148.32
Construction Inspectors - Electrical and I&C	\$148.32
CAD Designer	\$144.24
Design Engineer	\$139.33
Project Engineer	\$129.29
Safety Officer	\$128.70
Inspector	\$126.77
Field Office Administrative Assistant	\$114.48
Staff Engineer	\$113.72
Sr. Administrator	\$113.41
Assistant Office Engineer	\$97.66
Administrative Support Staff, Technician	\$72.10
Clerical, Document Control Clerk, Project Accountant	\$70.04



**Business Tax Receipts
12.1.**

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:	Mario A. Diaz, City Manager
DATE:	February 18, 2025

RE: Request from Dean's Gold to Renew the Extension of Hours Business Tax Receipt (Zafar Ahmed, Community Development Director)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY

IMPACT:

ATTACHMENTS:

Description

- ☐ Deans Gold Hour Extension



City of North Miami Beach, Florida

Business Tax Receipt

MEMORANDUM

TO: Mayor and City Commission
FROM: Mario Diaz, City Manager
VIA: Zafar N. Ahmed, Community Development Director
Araisay Garcia-Martinez, Business License Administrator
DATE: December 17, 2024
RE: PLATINUM SOUTH, INC D/B/A DEAN'S GOLD

BACKGROUND ANALYSIS:

In order to operate a bar, nightclub or restaurant in the City of North Miami Beach for the consumption of alcoholic beverages on premise during the hours of 4:00 AM to 6:00 AM a business must obtain an extended license by the City Commissioners.

Platinum South, Inc D/B/A Dean's Gold is an adult entertainment establishment. submitting a Renewal of their 4:00 am to 6:00 am, Extension of Hours Business Tax Receipt. Per Chapter XII, Article II, Section 12-2.2, C.1., applicants are required to appear before the City Commissioner. They have obtained a state license from the State of Florida, Department of Business and Professional Regulation, Permanent Food Service and 4COP, Alcohol Beverage & Tobacco.

FISCAL/BUDGETARY IMPACT:

For the fiscal year 2024-2025 the Business Tax Receipt Division received \$ for renewal fees from Dean's Gold.

Adult Entertainment Renewal Fee:	\$10,015.00
Night Club/Vending machines/Retail License:	\$ 1,601.90
Valet Parking Service	\$ 142.05
Ext. of Hours 2-4 am Transfer of Ownership Fee:	\$ 3,165.00
Ext. of Hours 4-6 am Transfer of Ownership Fee:	\$ 6,315.00

RECOMMENDATION:

A non-refundable Business Tax Receipt fee for the extended hours, shall be subject to an annual review before the issuance of the yearly Business Tax Receipt by the City Commissioners and a satisfactory report from the Chief of Police. **Approval conditioned on business providing Miami Dade County Approval of Municipal Application for Certificate of Use.**



City of North Miami Beach, Florida

Business Tax Receipt

ATTACHMENTS:

Business Tax Receipt Application, Corporate documentation, City Manager Approval 2 to 4 AM Ext. of Hours, Police Background check, State Licenses (permanent food service & 4COP), Code of Ordinance Section 12-2



City of North Miami Beach, Florida

Business Tax Receipt Application

BTR Account #: EHF-00000380

Please make sure to fill out the application completely and legibly, and that you submit all required documentation to prevent delays or denial of your application. If a question does not apply, please write N/A for that item. Payment of fees due upon application does not constitute approval. If you open your business prior to receiving your Business Tax Receipt, the City may charge additional penalty fees, place a lien on this property, or shut down your business.

New Business Updated for **DERM** approval

Transfer of Location from: _____ City _____ State _____ Zip code _____

Transfer of Ownership from-Provide Copy of Lease or Sales Agreement: _____

Amendment Addition: _____

Date Applied 6/17/2024 Date of Opening or Transfer 1/20/1999

Hours of Operation 6pm - 6AM Days of Operation: Mon Tues Wed Thurs Fri Sat Sun

Business Name, Corporation Name or Professional's Name Platinum South Inc. DBA (Doing Business As/Fictitious Name) Dean's Gold

Business Address/Unit # 2355 NE 163rd St. City North Miami Beach State FL Zip code 33160

Mailing Address/Apt # Same City _____ State _____ Zip code _____

Business #: 305 - 956 - 5724 Cell/Alt. Bus. #: _____ Fax #: _____

Business Email bcarey0318@gmail.com Website deansgold.com Plaza/Building Name _____

Name, Title, and Home Address of All Owners Associated with the Business: (If additional space is needed, please attach) If filing for a professional, please indicate the professionals name & home address:

- Dean Tyler - Pres - 310 Coffee Pot Riviera St Petersburg, FL 33704
- Russell Rosenthal - V. Pres: 1233 Beech St. Atlantic Beach, NY 11509
- _____
- _____

Complete Information Below, if applicable:

Fictitious Name Registration • Submit Proof of Name registration as shown on sunbiz.org

Check one:

It is a registered legal entity with the State of Florida

I am licensed by the State of Florida, Department of _____

It is operated under the legal name(s) of the owner(s)

It is operated under the Franchise Agreement Name

Federal Tax Id #: 65-0850628 Sunbiz.org-Document #: G08347700042

State Certificate #: 73-8012193927-1 (Please submit a copy with the application) Space Square Footage: 12000

- Does this business location run on Septic Service? Yes No
- Previous Business Use of Property: Club Previous Business' Name: Flanigans
- Is this a minority owned business? (Optional) Yes No
- Are you interested in receiving information from the city regarding economic development opportunities, programs, or grants? Yes No
- Total number of Employees: 50

Property Owner/Landlord's Name (if different from business owner) CK Prive Group LLC Company/DBA (also known as Fictitious Name) _____

Mailing Address/Apt # 15801 Biscayne Blvd. City Aventura State FL Zip code 33180

DETERMINATION OF BUSINESS TAX FEES

Nature of Business: Please provide a detailed description of what products will be sold and what services will be rendered.
nightclub, vending machines, valet parking

1. Are you sharing space with another business? Yes No If YES, Business Name: _____
 (Please submit a letter from this Business verifying same)
2. Will you be serving alcohol on the premises? Yes No • If YES, do you have a 2COP, 4COPSRX, 4COP State License
3. Are you requesting an extension of hours? Yes No • If YES, select: 2:00 am – 4:00 am 4:00 am – 6:00 am
4. Is this business going to have retail or wholesale? Yes No • If YES, provide the Cost of Inventory: \$ 59,728.78
5. Is this a home-based business? Yes No • If YES, indicate your vehicle: Make: _____ Model: _____ Year: _____
6. Are you designated by the IRS as a 501(c)3? Yes No • If YES, please submit documentation of status.
7. Are you claiming any exemptions per F.S. Chapter 205? Yes No • If YES, please submit documentation of status.

I, Brenda Carey, as authorized agent for the above referenced business do hereby certify that:
 1. I have read, understand, and will comply with all applicable ordinances of the City of North Miami Beach as it may relate directly to the nature of this business.

2. I will not open a business prior to paying for and receiving my City Business Tax Receipt and my Miami-Dade County Local Business Tax Receipt (if applicable).
3. I understand that any false or misleading information or failure to comply with the Code of Ordinances of the City of North Miami Beach at any time could result in the shutdown of my business, a lien being placed on the property, revocation of my City Business Tax Receipt, and additional fines, penalties, and cost collection fees.
4. I acknowledge that my Business Tax Receipt expires on September 30th of each year and that I am responsible for annually submitting all required documents and applicable fees prior to that date or I will be responsible for ALL additional fines, penalties, and cost collection fees provided for by the Code of the City of North Miami Beach and ALL applicable Florida Statutes.
5. I will immediately notify the city, in writing, if this business has any change(s) of ownership, location, contact information, nature of business and/or when this business ceases operations.
6. I understand that the following fees are non-refundable, as per Chapter XII of the City's Code of Ordinances: Application Fee, Building Inspection Fee, and Certification of Zoning Fee.

Brenda Carey Signature of Authorized Agent Date 6/17/2024
Brenda Carey Print Name Title mgr.

Fees & Payment Information **For Office Use Only**				
Class Code:	\$	Application Fee	\$	Total Due: \$ _____
Class Code:	\$	Certificate of Zoning Use Fee	\$	
Class Code:	\$	Building Inspection Fee	\$	Payment Type
Class Code:	\$	Penalties	\$	
Class Code:	\$	Late Fees \$ _____		
Class Code:	\$	Transfer \$ _____	Date Routed: ____/____/____	Received By: _____

Administrative Approvals **For Review Departments Use Only**			
Department	<input type="checkbox"/> Approved <input type="checkbox"/> Denied	Date ____/____/____	Conditions



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Profit Corporation
PLATINUM SOUTH, INC.

Filing Information

Document Number	P98000061772
FEI/EIN Number	65-0850628
Date Filed	07/14/1998
State	FL
Status	ACTIVE

Principal Address

2355 SUNNY ISLES BLVD
NO MIAMI BEACH, FL 33160

Changed: 05/15/1999

Mailing Address

2355 SUNNY ISLES BLVD
NO MIAMI BEACH, FL 33160

Changed: 05/15/1999

Registered Agent Name & Address

TYLER, DEAN
2355 SUNNY ISLES BLVD
SUNNY ISLES BEACH, FL 33160

Name Changed: 03/15/2005

Address Changed: 03/15/2005

Officer/Director Detail

Name & Address

Title PSD

TYLER, DEAN
310 COFFEE POT RIVIERA
ST PETERSBURG, FL 33704

Title VTD

ROSENTHAL, RUSSELL L
1233 BEECH ST
ATLANTIC BCH, NY 11509

Annual Reports

Report Year	Filed Date
2022	03/21/2022
2023	03/27/2023
2024	03/06/2024

Document Images

03/06/2024 -- ANNUAL REPORT	View image in PDF format
03/27/2023 -- ANNUAL REPORT	View image in PDF format
03/21/2022 -- ANNUAL REPORT	View image in PDF format
03/22/2021 -- ANNUAL REPORT	View image in PDF format
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03/25/2013 -- ANNUAL REPORT	View image in PDF format
03/21/2012 -- ANNUAL REPORT	View image in PDF format
03/31/2011 -- ANNUAL REPORT	View image in PDF format
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05/15/1999 -- ANNUAL REPORT	View image in PDF format
07/14/1998 -- Domestic Profit	View image in PDF format



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Fictitious Name Search

[Filing History](#)

Submit

Fictitious Name Detail

Fictitious Name

DEAN'S GOLD

Filing Information

Registration Number G08347700042
Status ACTIVE
Filed Date 12/12/2008
Expiration Date 12/31/2024
Current Owners 1
County MIAMI-DADE
Total Pages 3
Events Filed 2
FEI/EIN Number 65-0850628

Mailing Address

2355 SUNNY ISLES BLVD.
 NORTH MIAMI BEACH, FL 33160

Owner Information

PLATINUM SOUTH, INC.
 2355 SUNNY ISLES BLVD.
 NORTH MIAMI BEACH, FL 33160
FEI/EIN Number: 65-0850628
Document Number: P98000061772

Document Images

[12/12/2008 -- REGISTRATION](#)

View image in PDF format

[01/03/2019 -- Fictitious Name Renewal Filing](#)

View image in PDF format

[12/30/2013 -- Fictitious Name Renewal Filing](#)

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Fictitious Name Search

[Filing History](#)

Submit



City of North Miami Beach, Florida

Business Tax Receipt

INTEROFFICE MEMORANDUM

TO: MARIO DIAZ, City Manager
 FROM: Zafar N. Ahmed
 DATE: 10/31/2024

RE: As per Sec. 12-2 of the North Miami Beach Code of Ordinance requesting the Renewal of the Extension of Hours 2:00 AM to 4:00 AM.

The following business is requesting approval of their renewal of the Extension of Hours from 2:00 AM to 4 AM Business Tax Receipt. Per Sec 12-2 of the City's Code of Ordinance, the Business Tax Receipt to extend hours from 2:00 AM to 4:00 AM shall be issued upon approval by the City Manager or his designee. The applicant has paid in full all application fees and complied with the City's requirements in regard to the 2024-2025 business licenses except that they are pending DERM approval.

They have also obtained and provided us with the current State licenses from the State of Florida Department of Business and Professional Regulation, Permanent Food Service and 4COP Alcohol Beverage and Tobacco. I respectfully request your decision, in writing as per Sec 12-2 to approve or deny in regard to their application.

Business:

Dean's Gold
 2355 NE 163 Street
 North Miami Beach, FL 33162

If you have any questions, please do not hesitate to contact me at Extension _____.

Mario Diaz, City Manager

Approved _____

Denied _____

Date 13/11/2024

cc: Araisy Garcia-Martinez, Business License Administrator



City of North Miami Beach, Florida

Police Department

TRACE DUE DATE: _____

Date: September 30, 2024
To: Nelson Camacho, Acting Chief
From: Juan Pinillos, Major
Subject: BTR-Hiro's, Styx, Deans Golds
Action: Please sign and return

From Name	Date Received	Action/Reason	Sent To	Trace Sent
Major Pinillos	09/30/24	Review	A/ Chief Camacho	09/30/24

To be completed by NMBPD STAFF:
Please return documents to the corresponding office for processing.



City of North Miami Beach, Florida

Police Department

Memorandum No. _____

Date: September 24, 2024
To: David Scott, Assistant City Manager
From: Nelson Camacho, Acting Chief of Police
Subject: **Dean's Gold**

Per your email requesting an investigation into the listed business of Deans Gold located at 2355 NE 163 ST, North Miami Beach, Florida 33162. Research was conducted into the business utilizing the SUNBIZ Florida Documents Program, corporate listings revealed, that Dean's Gold has an "active" document number (P98000061772). The business also has an active ABT license (SEA2315163 and BEV2300030). The registered agent listed for this business is Dean Tyler.

As per your request, a call-for-service history was conducted for the time frame of October 1, 2023 to September 1, 2024. There were (21) total significant police required calls-for-service during this time frame, which were related to the actual business. The calls and a synopsis of the call are listed below:

- Nature of Call: 34 UNWANTED GUEST
 - On 10/16/2023, NMBPD received a call in reference to a fired employee refusing to leave the business. When officers arrived on scene the employee was gone.
- Nature of Call: 332 ASSAULT & BATTERY
 - On 10/12/2023, NMBPD received a call in reference to an assault, fire rescue was dispatched as well reference a male with head injuries. The victim reported that he was battered by a bouncer at the club. Upon paying his bill the bartender took his credit card and requested his driver's license to make a copy. The victim questioned this action then was approached by the manger and bouncers who escorted him out of the club, on the way out of the club he was punches multiple times and suffered leg pain as a result of falling from the impact of the punch. Case# 2023-1012-08.
- Nature of Call: 34 DISTURBANCE
 - On 11/04/2023, NMBPD received a call in reference to a battery complaint. The victim reported that the security guards battered her.

- Nature of Call: 34 DISTURBANCE
 - On 11/05/2023, NMBPD received a call in reference to a disturbance. The victim reported that he had a verbal dispute with staff regarding gratitude. Both parties resolved the conflict.

- Nature of Call: 341 SICK INJURED PERSON
 - On 11/09/2023, NMBPD received a call in reference to an unconscious male at the bar.

- Nature of Call: 34 DISTURBANCE
 - On 12/08/2023, NMBPD received a call in reference to a disturbance. The issue was resolved on scene.

- Nature of Call: 34 CUSTOMER DISPUTE
 - On 01/08/2024, NMBPD received a call in reference to disturbance where the reporting party stated that the security guard pushed her and caused an arm injury. Contact a made with the staff at the business who advised that the victim was advised that she was no longer welcomed at the business, she was subsequently escorted out after causing a disturbance within the establishment. A TAW has been issued per managements request.

- Nature of Call: 332 ASSAULT & BATTERY
 - On 02/10/2024, NMBPD received a call in reference to an assault, Case# 2024021002.

- Nature of Call: 14 INFO
 - On 02/11/2024, NMBPD received a call in reference to a battery that occurred. Case# 2024-0211-06, the victim was involved in a physical altercation with the club security after refusing to leave the club once it was closed. No injuries were observed on the victim, he was advised of his legal remedies.

- Nature of Call: 34 DISTURBANCE
 - On 02/25/2024, While working in a off-duty capacity NMBPD received a call in reference to a disturbance. Fire rescue was requested as well in reference to a male with facial injuries. Officers made contact with the reporting party who stated that the victim refused to leave the club. The victim was demanding his money back and informed that he could not get the money back. Officers gave the victim several requests to do leave and issued him a trespass warning. The victim refused to leave the property and pushed an officer as he continued to demand his money back. He was given additional request to leave and refused. He proceeded to push the second officer on scene while demanding his money back. Multiple officers responded and assisted in taking the victim into custody. Case#2024-0225-02.

- Nature of Call: 34 DISTURBANCE
 - On 03/15/2024, NMBPD received a call in reference to two males causing a disturbance. Both males were issued a trespassing after warning and asked to leave the business.

- Nature of Call: 332 ASSAULT & BATTERY
 - On 04/14/2024, NMBPD received a call in reference to an assault, the victim reported that he was assaulted by bouncers at the club. The victim left and went home before officers arrived at the business. Contact was made with staff at the business who advised that the victim was drunk and began to berate staff. He was then escorted out the business by another patron and had no contact with any staff members.

- Nature of Call: 34 DISTURBANCE
 - On 04/20/2024, while working in an off duty capacity NMBPD were notified by the business manager that two females were attempting to get inside the business without identification. Contact was made with the females who initially refused to identify themselves. One female was detained, both complied and properly identified themselves. They were subsequently issued trespassing warnings as requested by the property manager.

- Nature of Call: 34 DISTURBANCE
 - On 05/24/2024, NMBPD received a call in reference to a violent dispute heard on an open line. Contact was made with the involved party who stated that he was thrown out of the business after an argument with the bartender. He left the business without incident.

- Nature of Call: 34 CUSTOMER DISPUTE
 - On 05/25/2024, NMBPD received a call in reference to a dispute with a security guard. The complaint was gone when officers arrived.

- Nature of Call: 14 INVESTIGATION
 - On 06/16/2024, NMBPD received a call in reference to a delayed report of a battery. The victim advised that he was thrown out of the club and sustained injuries as a result. Case#2024-0616-13.

- Nature of Call: 332 ASSAULT IN PROGRESS
 - On 06/16/2024, NMBPD received a call in reference to an assault in progress. Upon arrival contact was made with the victim who was involved in a verbal argument with a waitress at the business. Staff in the business asked him to leave, he refused and started acting aggressively which lead to a physical altercation. Rescue responded and treated both individuals. Case#2024-0616-04.

- Nature of Call: 43 BAKER ACT
 - On 08/01/2024, NMBPD received a call in reference to a report of a disturbance – violent dispute in progress. The victim refused to speak to officers. Staff at the business advised officers that the victim was removed from the club due to his level of intoxication and his verbal aggression toward staff inside the business. The victim was intoxicated to the level that officers transported him to Aventura Hospital under the Marchman Act.

- Nature of Call: 26V BURGLARY TO VEHICLE
 - On 08/12/2024, NMBPD received a call in reference to multiple vehicle burglaries. The club manager reported (3) burglaries to vehicles that took place in the parking lot. CCTV revealed that two male subjects in a black SUV committed the burglaries. Case#2024-0812-03.

- Nature of Call: 22 STOLEN VEHICLE
 - On 08/15/2024, the victim responded to the NMBPD to report the theft a vehicle. The victim arrived at the business and parked the vehicle before going inside. The vehicle was gone when she exited the club. Case 2024-0815-02.

- Nature of Call: 34 DISTURBANCE
 - On 09/01/2024, NMBPD received a call in reference to a complaint that the business was refusing to allow him inside. Contact was made and determined that the reporting parties were refusing to pay a parking fee, they were issued a trespass after warning.

NC/ CL

COMMUNICATIONS

Event Report

Event ID: **23-082193**

Call Ref #: 289

Date/Time Received: 10/16/23 00:39:20

Rpt #: Call Source: PHONE	Prime 117 Unit: MELO, JENSEY	Services Involved					
		<table border="1" style="margin: auto;"> <tr> <td style="padding: 2px;">LAW</td> <td style="width: 30px;"></td> <td style="width: 30px;"></td> <td style="width: 30px;"></td> <td style="width: 30px;"></td> </tr> </table>	LAW				
LAW							
Location: 2355 NE 163 ST							
X-ST: NE 23 AV BISCAYNE BD		Jur: NMB Service: LAW Agency: NMB					
Business: DEANS GOLD		St/Beat: Z1 District: RA: 248					
		Phone: (305) 956-5726 GP: Z1					
Nature: 34U UNWANTED GUEST Alarm Lvl: 1 Priority: 3 Medical Priority:							
Reclassified Nature:							
Caller: PACHECO Addr: 2355 NE 163 ST		Alarm: 1 Alarm Type:					
Vehicle #:	St:	Report Only: No Race: Sex: Age:					
Call Taker: SBROWN		Console: TT					
Geo-Verified Addr.: Yes Nature Summary Code: DIST Disposition: C Close Comments:							
Notes: kb [10/16/23 08:32:04 Unit:160] Employee Laura "Alicia" was asked to leave to premise after beginning an argument with another employee. Laura was asked to leave the property and ws escorted outside. An uber shortly arrived and picked her up. QRU NR. [10/16/23 00:51:45 Unit:117] {117} QRU EMPLOYEE GOA [10/16/23 00:43:19 CGORDO] an employee that was recently fired refusing to leave the qth [10/16/23 00:39:48 SBROWN]							

Times

	Time From Call Received	
Call Received: 10/16/23 00:39:20		
Call Routed: 10/16/23 00:39:29	000:00:09	Unit Reaction: 000:00:30 (1st Dispatch to 1st Arrive)
Call Take Finished: 10/16/23 00:39:29	000:00:09	En-Route: (1st Dispatch to 1st En-Route)
1st Dispatch: 10/16/23 00:40:28	000:01:08 (Time Held)	On-Scene: 000:10:50 (1st Arrive to Last Clear)
1st En-Route: 10/16/23 00:40:28	000:01:08	
1st Arrive: 10/16/23 00:40:58	000:01:38 (Reaction Time)	
Last Clear: 10/16/23 00:51:48	000:12:28	

Radio Log

Unit	Empl ID	Type	Description	Time Stamp	Comments (may truncate in portrait)	Close Code	User
117	371	D	Dispatched	10/16/23 00:40:28	Stat/Beat: Z1		CGORDO
117	371	E	En-Route	10/16/23 00:40:28	Stat/Beat: Z1		CGORDO
333	375	D	Dispatched	10/16/23 00:40:28	Stat/Beat: Z2		CGORDO
333	375	E	En-Route	10/16/23 00:40:28	Stat/Beat: Z2		CGORDO
117	371	A	Arrived	10/16/23 00:40:58			CGORDO
145	377	D	Dispatched	10/16/23 00:41:53	Stat/Beat: Z3		Unit:145
145	377	E	En-Route	10/16/23 00:41:53	Stat/Beat: Z3		Unit:145

Event ID: 23-082193

Call Ref #: 289

34U UNWANTED GUEST at 2355 NE 163 ST

145	377	X	Canceled	10/16/23 00:43:24	117	CGORDO
333	375	X	Canceled	10/16/23 00:43:24	117	CGORDO
117	371	C	Cleared	10/16/23 00:51:48		C Unit:117

Event Log

Unit	Empl ID	Type	Description	Time Stamp	Comments (may truncate in portrait)	Close Code	User
		TR	Time Received	10/16/23 00:39:20	By: PHONE		SBROWN
		DLS	Duplicate List	10/16/23 00:39:23	Potential Duplicate Events Listed (4		SBROWN
		ENT	Entered Street	10/16/23 00:39:25	2355 NE 163 ST		SBROWN
		ENT	Entered Nature	10/16/23 00:39:28	34U UNWANTED GUEST		SBROWN
		FIN	Finished Call Taking	10/16/23 00:39:29			SBROWN
		ENT	Entered Remarks	10/16/23 00:39:48			SBROWN
		VEV	Viewed Event	10/16/23 00:39:57	User First Viewed Event CAD		CGORDO
		ENT	Entered CallerName_C	10/16/23 00:40:01	PACHECO		SBROWN
		ARM	Added Remarks	10/16/23 00:43:19			CGORDO
		ARM	Added Remarks	10/16/23 00:51:45			Unit:117
		ARM	Added Remarks	10/16/23 08:32:04			Unit:160

COMMUNICATIONS

Event Report

Event ID: **23-080933**

Call Ref #: 8

Date/Time Received: 10/12/23 09:03:25

Rpt #: 2023-1012-08

Prime 247

Services Involved

Call Source: PHONE

Unit: ROUCCO, PAUL

LAW			
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Location: **2355 NE 163 ST**

Jur: NMB Service: LAW Agency: NMB

X-ST: NE 23 AV

St/Beat: Z1 District: RA: 248

BISCAYNE BD

Business: DEANS GOLD

Phone: (305) 956-5726 GP: Z1

Nature: **32 ASSAULT AND BATTERY** Alarm Lvl: 1 Priority: 3 Medical Priority:

Reclassified Nature:

Caller: OPHIR SAHAR
Addr: 3442 NE 171 ST

Phone: (203) 257-6329 Alarm: 1
Alarm Type:

Vehicle #: St: Report Only: No Race: Sex: Age:

Call Taker: LSTEVENS Console: RECP

Geo-Verified Addr.: Yes Nature Summary Code: Disposition: R Close Comments:

Notes: {247} report written [10/12/23 09:55:54 U117]
 {247} fire arr [10/12/23 09:46:13 OYABER]
 Rescue requested to 3442 NE 171 st [10/12/23 09:34:44 U117]
 {247} req rescue routine ref adult amle with head injury [10/12/23 09:31:16 OYABER]
 occd at 0200 hrs this morning, complt advd he was assaulted by a bouncer, requesting unit respond to his home qth, rescue refused [10/12/23 09:05:48 LSTEVENS]

Times

	Time From Call Received	
Call Received: 10/12/23 09:03:25		
Call Routed: 10/12/23 09:05:48	000:02:23	Unit Reaction: 000:17:06 (1st Dispatch to 1st Arrive)
Call Take Finished: 10/12/23 09:05:48	000:02:23	En-Route: (1st Dispatch to 1st En-Route)
1st Dispatch: 10/12/23 09:08:06	000:04:41 (Time Held)	On-Scene: 000:30:44 (1st Arrive to Last Clear)
1st En-Route: 10/12/23 09:08:06	000:04:41	
1st Arrive: 10/12/23 09:25:12	000:21:47 (Reaction Time)	
Last Clear: 10/12/23 09:55:56	000:52:31	

Radio Log

Unit	Empl ID	Type	Description	Time Stamp	Comments (may truncate in portrait)	Close Code	User
283	235	D	Dispatched	10/12/23 09:08:06	Stat/Beat: Z4		OYABER
283	235	E	En-Route	10/12/23 09:08:06	Stat/Beat: Z4		OYABER
283	235	X	Canceled	10/12/23 09:08:36	Pre-empted to Event # 2		OYABER
247	381	D	Dispatched	10/12/23 09:08:43	Out Evt: [E] at 3499 NE 164 ST		OYABER
247	381	E	En-Route	10/12/23 09:08:43	Out Evt: [E] at 3499 NE 164 ST		OYABER
247	381	A	Arrived	10/12/23 09:25:12			OYABER
247	381	L	Location Change	10/12/23 09:34:46	3442 NE 171 ST		OYABER

Event ID: 23-080933 Call Ref #: 8 **32 ASSAULT AND BATTERY at 2355 NE 163 ST**

247	381	A	Arrived	10/12/23 09:34:48		OYABER
247	381	C	Cleared	10/12/23 09:55:56	R	U117

Event Log

Unit	Empl ID	Type	Description	Time Stamp	Comments (may truncate in portrait)	Close Code	User
		TR	Time Received	10/12/23 09:03:25	By: PHONE		LSTEVENS
		DLS	Duplicate List	10/12/23 09:03:32	Potential Duplicate Events Listed (5		LSTEVENS
		ENT	Entered Street	10/12/23 09:03:33	2269 NE 163 ST		LSTEVENS
		ENT	Entered Nature	10/12/23 09:03:34	32 ASSAULT AND BATTERY		LSTEVENS
		CHG	Changed Street	10/12/23 09:03:46	2269 NE 163 ST --> DEANS@		LSTEVENS
		CHG	Changed Street	10/12/23 09:03:55	DEANS@ --> DEANS\$		LSTEVENS
		DLS	Duplicate List	10/12/23 09:04:00	Potential Duplicate Events Listed (5		LSTEVENS
		CHG	Changed Street	10/12/23 09:04:03	DEANS\$ --> 2269 NE 163 ST		LSTEVENS
		DLS	Duplicate List	10/12/23 09:04:13	Potential Duplicate Events Listed (5		LSTEVENS
		CHG	Changed Street	10/12/23 09:04:14	2269 NE 163 ST --> 2235 NE 163 ST		LSTEVENS
		CHG	Changed CallerAddress	10/12/23 09:04:28	2269 NE 163 ST --> 3442 NE 171 ST		LSTEVENS
		ENT	Entered CallerPhone	10/12/23 09:04:41	2032576329		LSTEVENS
		ENT	Entered CallerName_C	10/12/23 09:05:05	OPHIR SAHAR		LSTEVENS
		CHG	Changed Street	10/12/23 09:05:10	2235 NE 163 ST --> DEANS GOLD		LSTEVENS
		DLS	Duplicate List	10/12/23 09:05:13	Potential Duplicate Events Listed (5		LSTEVENS
		CHG	Changed Street	10/12/23 09:05:15	DEANS GOLD --> 2355 NE 163 ST		LSTEVENS
		ENT	Entered Remarks	10/12/23 09:05:48			LSTEVENS
		FIN	Finished Call Taking	10/12/23 09:05:48			LSTEVENS
		VEV	Viewed Event	10/12/23 09:07:08	User First Viewed Event CAD		OYABER
		RS	Reset Watchdog Timer	10/12/23 09:22:38	Units: 247 >>> 45Min.		OYABER
		ARM	Added Remarks	10/12/23 09:31:16			OYABER
		VEV	Viewed Event	10/12/23 09:31:16	User First Viewed Event CAD		U117
		ARM	Added Remarks	10/12/23 09:34:44			U117
		RPT	Requested Report#	10/12/23 09:37:37	NMB Report #2023-1012-08		OYABER
		ARM	Added Remarks	10/12/23 09:46:13			OYABER
		ARM	Added Remarks	10/12/23 09:55:54			U117

COMMUNICATIONS

Event Report

Event ID: **23-088310**

Call Ref #: 457

Date/Time Received: 11/04/23 03:48:46

Rpt #: Call Source: SELF	Prime 375 Unit: DOSTALY, STEVENS	Services Involved				
		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; text-align: center;">LAW</td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>	LAW			
LAW						
Location: 2355 NE 163 ST						
X-ST: NE 23 AV BISCAYNE BD	Jur: NMB St/Beat: Z1	Service: LAW District: RA: 248				
Business: DEANS GOLD	Phone: (305) 956-5726	Agency: NMB GP: Z1				
Nature: 34 DISTURBANCE	Alarm Lvl: 1 Priority: 3	Medical Priority:				
Reclassified Nature:						
Caller: Addr:	Phone:	Alarm: 1 Alarm Type:				
Vehicle #:	St: FL Report Only: No	Race: Sex: Age:				
Call Taker: CGORDO	Console: TT					
Geo-Verified Addr.: Yes	Nature Summary Code: DIST	Disposition: C Close Comments:				
Notes: PER COUNTY COMPL IS OUT FRONT WHI FEM BLOND GREEN OUTFIT [11/04/23 03:53:03 CGORDO] COMPL CB 786 910 9465 [11/04/23 03:51:28 CGORDO] RCVING 232 FROM COUNTY REF BATTERY COMPL ADVSING 4 SUBJS ALL SECURITY GUARDS NO ADTL [11/04/23 03:51:13 CGORDO]						

Times

	Time From Call Received	
Call Received: 11/04/23 03:48:46		Unit Reaction: (1st Dispatch to 1st Arrive)
Call Routed: 11/04/23 03:48:46		En-Route: (1st Dispatch to 1st En-Route)
Call Take Finished: 11/04/23 03:48:46		On-Scene: 000:44:52 (1st Arrive to Last Clear)
1st Dispatch: 11/04/23 03:48:46	(Time Held)	
1st En-Route: 11/04/23 03:48:46		
1st Arrive: 11/04/23 03:48:46	(Reaction Time)	
Last Clear: 11/04/23 04:33:38	000:44:52	

Radio Log

Unit	Empl ID	Type	Description	Time Stamp	Comments (may truncate in portrait)	Close Code	User
375	314	D	Dispatched	11/04/23 03:48:46	Out Srv: [OFFD] at DEANS GOLD		CGORDO
375	314	E	En-Route	11/04/23 03:48:46	Out Srv: [OFFD] at DEANS GOLD		CGORDO
375	314	A	Arrived	11/04/23 03:48:46	Out Srv: [OFFD] at DEANS GOLD		CGORDO
316	370	D	Dispatched	11/04/23 03:48:58	Out Srv: [OFFD] at DEANS GOLD;375		CGORDO
316	370	E	En-Route	11/04/23 03:48:58	Out Srv: [OFFD] at DEANS GOLD;375		CGORDO
316	370	A	Arrived	11/04/23 03:48:58	Out Srv: [OFFD] at DEANS GOLD;375		CGORDO
138	364	D	Dispatched	11/04/23 03:49:02	Stat/Beat: Z2;375		CGORDO
138	364	E	En-Route	11/04/23 03:49:02	Stat/Beat: Z2;375		CGORDO
109	340	D	Dispatched	11/04/23 03:50:02	Out Evt: [A] at 16700 NE 4 CT/NE 167 S		CGORDO

Event ID: 23-088310

Call Ref #: 457

34**DISTURBANCE at 2355 NE 163 ST**

109	340	E	En-Route	11/04/23 03:50:02	Out Evt: [A] at 16700 NE 4 CT/NE 167 S		CGORDO
375	314	M	Misc. Radio	11/04/23 03:52:35	QRU		CGORDO
109	340	A	Arrived	11/04/23 03:54:28			Unit:109
316	370	R	Return to Qtr	11/04/23 04:02:21	W		ISANCHEZ
316	370	A	Arrived	11/04/23 04:02:23			ISANCHEZ
117	371	D	Dispatched	11/04/23 04:06:27	Stat/Beat: Z1		Unit:117
117	371	E	En-Route	11/04/23 04:06:27	Stat/Beat: Z1		Unit:117
117	371	C	Cleared	11/04/23 04:32:49	09	09	ISANCHEZ
109	340	C	Cleared	11/04/23 04:32:51	09	09	ISANCHEZ
138	364	C	Cleared	11/04/23 04:32:52	09	09	ISANCHEZ
375	314	C	Cleared	11/04/23 04:33:36	C	C	ISANCHEZ
316	370	C	Cleared	11/04/23 04:33:38	09	09	ISANCHEZ

Event Log

Unit	Empl ID	Type	Description	Time Stamp	Comments (may truncate in portrait)	Close Code	User
		TR	Time Received	11/04/23 03:48:46	By: SELF		CGORDO
		FIN	Finished Call Taking	11/04/23 03:48:46			CGORDO
		ARM	Added Remarks	11/04/23 03:51:13			CGORDO
		ARM	Added Remarks	11/04/23 03:51:28			CGORDO
		ARM	Added Remarks	11/04/23 03:53:03			CGORDO
		VEV	Viewed Event	11/04/23 04:01:41	User First Viewed Event CAD		ISANCHEZ
		RS	Reset Watchdog Timer	11/04/23 04:02:17	Units: 138 >>> 525Min.		ISANCHEZ
		RS	Reset Watchdog Timer	11/04/23 04:02:36	Units: 375,316,109 >>> 45Min.		ISANCHEZ
		RS	Reset Watchdog Timer	11/04/23 04:22:45	Units: 117,138 >>> 45Min.		ISANCHEZ

COMMUNICATIONS

Event Report

Event ID: **23-088592**

Call Ref #: 744

Date/Time Received: 11/05/23 01:24:55

Rpt #: Call Source: SELF	Prime 373 Unit: JEAN-BAPTISTE, DUKENS	Services Involved				
		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; text-align: center;">LAW</td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>	LAW			
LAW						
Location: 2355 NE 163 ST						
X-ST: NE 23 AV BISCAYNE BD	Jur: NMB St/Beat: Z1	Service: LAW District: RA: 248				
Business: DEANS GOLD	Phone: (305) 956-5726	Agency: NMB GP: Z1				
Nature: 34 DISTURBANCE	Alarm Lvl: 1 Priority: 3	Medical Priority:				
Reclassified Nature:						
Caller: Addr:	Phone:	Alarm: 1 Alarm Type:				
Vehicle #:	St: FL Report Only: No	Race: Sex: Age:				
Call Taker: ISANCHEZ	Console: DISP					
Geo-Verified Addr.: Yes	Nature Summary Code: DIST	Disposition: C Close Comments:				
Notes: Jose Marcelo Sagredo Cabrera W/M 07/25/82 had a verbal dispute with staff regarding gratitude. Both parties came to an understanding and were seperated. Jose left the area with incident. QRU/NR [11/05/23 02:17:36 Unit:373]						

Times

	<u>Time From Call Received</u>	
Call Received: 11/05/23 01:24:55		
Call Routed: 11/05/23 01:24:55		Unit Reaction: (1st Dispatch to 1st Arrive)
Call Take Finished: 11/05/23 01:24:55		En-Route: (1st Dispatch to 1st En-Route)
1st Dispatch: 11/05/23 01:24:55	(Time Held)	On-Scene: 000:53:26 (1st Arrive to Last Clear)
1st En-Route: 11/05/23 01:24:55		
1st Arrive: 11/05/23 01:24:55	(Reaction Time)	
Last Clear: 11/05/23 02:18:21	000:53:26	

Radio Log

Unit	Empl ID	Type	Description	Time Stamp	Comments (may truncate in portrait)	Close Code	User
373	351	D	Dispatched	11/05/23 01:24:55	Out Srv: [OFFFD] at DEANS GOLD		ISANCHEZ
373	351	E	En-Route	11/05/23 01:24:55	Out Srv: [OFFFD] at DEANS GOLD		ISANCHEZ
373	351	A	Arrived	11/05/23 01:24:55	Out Srv: [OFFFD] at DEANS GOLD		ISANCHEZ
316	370	D	Dispatched	11/05/23 01:25:07	Out Srv: [OFFFD] at DEANS GOLD		ISANCHEZ
316	370	E	En-Route	11/05/23 01:25:07	Out Srv: [OFFFD] at DEANS GOLD		ISANCHEZ
316	370	A	Arrived	11/05/23 01:25:07	Out Srv: [OFFFD] at DEANS GOLD		ISANCHEZ
373	351	C	Cleared	11/05/23 02:18:16	C	C	ISANCHEZ
316	370	C	Cleared	11/05/23 02:18:21	09	09	ISANCHEZ

Event ID: 23-088592

Call Ref #: 744 34 DISTURBANCE at 2355 NE 163 ST

Event Log

Unit	Empl ID	Type	Description	Time Stamp	Comments (may truncate in portrait)	Close Code	User
		TR	Time Received	11/05/23 01:24:55	By: SELF		ISANCHEZ
		FIN	Finished Call Taking	11/05/23 01:24:55			ISANCHEZ
		RS	Reset Watchdog Timer	11/05/23 01:44:42	Units: 373,316 >>> 45Min.		ISANCHEZ
		ARM	Added Remarks	11/05/23 02:17:36			Unit:373

COMMUNICATIONS

Event Report

Event ID: **23-089676**

Call Ref #: 842

Date/Time Received: 11/09/23 04:33:09

Rpt #: Call Source: RADIO	Prime Unit:	Services Involved					
		<table border="1" style="margin: auto;"> <tr> <td style="padding: 2px;">LAW</td> <td style="width: 30px; height: 20px;"></td> <td style="width: 30px; height: 20px;"></td> <td style="width: 30px; height: 20px;"></td> <td style="width: 30px; height: 20px;"></td> </tr> </table>	LAW				
LAW							

Location: 2355 NE 163 ST X-ST: <i>NE 23 AV</i> <i>BISCAYNE BD</i> Business: DEANS GOLD	Jur: NMB Service: LAW Agency: NMB St/Beat: Z1 District: RA: 248 Phone: (305) 956-5726 GP: Z1
--	---

Nature: 341 SICK INJURED PERSON	Alarm Lvl: 1	Priority: 1	Medical Priority:
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Reclassified Nature:

Caller: NMB 651 Addr: 2355 NE 163 ST	Alarm: 1 Alarm Type:
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Vehicle #:	St:	Report Only: No	Race:	Sex:	Age:
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Call Taker: ISANCHEZ	Console: DISP
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Geo-Verified Addr.: Yes	Nature Summary Code:	Disposition: TOTF	Close Comments:
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Notes: UNCONSCIOUS MALE AT THE BAR, MDR STARTED ON A 3 [11/09/23 04:34:10 ISANCHEZ]

Times

Call Received: 11/09/23 04:33:09	<u>Time From Call Received</u>	
Call Routed:	Unit Reaction:	<i>(1st Dispatch to 1st Arrive)</i>
Call Take Finished:	En-Route:	<i>(1st Dispatch to 1st En-Route)</i>
1st Dispatch:	(Time Held) On-Scene:	<i>(1st Arrive to Last Clear)</i>
1st En-Route:		
1st Arrive:	(Reaction Time)	
Last Clear:		

Event Log

Unit	Empl ID	Type	Description	Time Stamp	Comments (may truncate in portrait)	Close Code	User
		TR	Time Received	11/09/23 04:33:09	By: PHONE		ISANCHEZ
		ENT	Entered Street	11/09/23 04:33:12	2355 NE 163 ST		ISANCHEZ
		ENT	Entered Nature	11/09/23 04:33:14	341 SICK INJURED PERSON		ISANCHEZ
		ENT	Entered CallerName_C	11/09/23 04:33:17	NMB 651		ISANCHEZ
		ENT	Entered Remarks	11/09/23 04:34:10			ISANCHEZ
		CHG	Changed CallSource	11/09/23 04:34:14	PHONE --> RADIO		ISANCHEZ
		CAN	Event Cancelled	11/09/23 04:34:17		TOTF	ISANCHEZ

COMMUNICATIONS

Event Report

Event ID: **23-097271**

Call Ref #: 526

Date/Time Received: 12/08/23 02:39:59

Rpt #: Call Source: SELF	Prime 112 Unit: AJO, MICHAEL	Services Involved					
		<table border="1" style="margin: auto;"> <tr> <td style="padding: 2px;">LAW</td> <td style="width: 30px; height: 20px;"></td> <td style="width: 30px; height: 20px;"></td> <td style="width: 30px; height: 20px;"></td> <td style="width: 30px; height: 20px;"></td> </tr> </table>	LAW				
LAW							
Location: 2355 NE 163 ST							
X-ST: NE 23 AV BISCAYNE BD		Jur: NMB Service: LAW Agency: NMB					
Business: DEANS GOLD		St/Beat: Z1 District: RA: 248					
		Phone: (305) 956-5726 GP: Z1					
Nature: 34 DISTURBANCE Alarm Lvl: 1 Priority: 3 Medical Priority:							
Reclassified Nature:							
Caller: Addr:		Alarm: 1 Alarm Type:					
Phone:							
Vehicle #:	St: FL Report Only: No Race:	Sex: Age:					
Call Taker: CGORDO		Console: TT					
Geo-Verified Addr.: Yes Nature Summary Code: DIST Disposition: C Close Comments:							
Notes: SA [12/08/23 07:10:27 Unit:190] QRU settled on scene. N/R [12/08/23 05:54:25 Unit:112]							

Times

	Time From Call Received	
Call Received: 12/08/23 02:39:59		Unit Reaction: (1st Dispatch to 1st Arrive)
Call Routed: 12/08/23 02:39:59		En-Route: (1st Dispatch to 1st En-Route)
Call Take Finished: 12/08/23 02:39:59		On-Scene: 000:12:17 (1st Arrive to Last Clear)
1st Dispatch: 12/08/23 02:39:59	(Time Held)	
1st En-Route: 12/08/23 02:39:59		
1st Arrive: 12/08/23 02:39:59	(Reaction Time)	
Last Clear: 12/08/23 02:52:16	000:12:17	

Radio Log

Unit	Empl ID	Type	Description	Time Stamp	Comments (may truncate in portrait)	Close Code	User
112	285	D	Dispatched	12/08/23 02:39:59	Out Srv: [OFFD] at DEANS GOLD		CGORDO
112	285	E	En-Route	12/08/23 02:39:59	Out Srv: [OFFD] at DEANS GOLD		CGORDO
112	285	A	Arrived	12/08/23 02:39:59	Out Srv: [OFFD] at DEANS GOLD		CGORDO
117	371	D	Dispatched	12/08/23 02:40:03	Stat/Beat: Z1		ISANCHEZ
117	371	E	En-Route	12/08/23 02:40:03	Stat/Beat: Z1		ISANCHEZ
117	371	X	Canceled	12/08/23 02:41:51	112		ISANCHEZ
112	285	C	Cleared	12/08/23 02:52:16	C	C	ISANCHEZ

Event ID: 23-097271

Call Ref #: 526

34

DISTURBANCE at 2355 NE 163 ST

Event Log

Unit	Empl ID	Type	Description	Time Stamp	Comments (may truncate in portrait)	Close Code	User
		TR	Time Received	12/08/23 02:39:59	By: SELF		CGORDO
		FIN	Finished Call Taking	12/08/23 02:39:59			CGORDO
		VEV	Viewed Event	12/08/23 02:40:03	User First Viewed Event CAD		ISANCHEZ
		RS	Reset Watchdog Timer	12/08/23 02:52:14	Units: 112 >>> 45Min.		ISANCHEZ
		ARM	Added Remarks	12/08/23 05:54:25			Unit:112
		ARM	Added Remarks	12/08/23 07:10:27			Unit:190

COMMUNICATIONS

Event Report

Event ID: **24-001970**

Call Ref #: 223

Date/Time Received: 01/08/24 03:11:18

Rpt #: Call Source: PHONE	Prime 117 Unit: MELO, JENSEY	Services Involved					
		<table border="1" style="margin: auto;"> <tr> <td style="padding: 2px;">LAW</td> <td style="width: 30px;"></td> <td style="width: 30px;"></td> <td style="width: 30px;"></td> <td style="width: 30px;"></td> </tr> </table>	LAW				
LAW							
Location: 2355 NE 163 ST							
X-ST: NE 23 AV BISCAYNE BD		Jur: NMB Service: LAW Agency: NMB					
Business: DEANS GOLD		St/Beat: Z1 District: RA: 248					
		Phone: (305) 956-5726 GP: Z1					
Nature: 34CD CUSTOMER DISPUTE Alarm Lvl: 1 Priority: 3 Medical Priority:							
Reclassified Nature:							
Caller: LAURA Addr: 2355 NE 163 ST		Alarm: 1 Alarm Type:					
Phone: (786) 780-9936							
Vehicle #:	St:	Report Only: No Race: Sex: Age:					
Call Taker: SBROWN		Console: TT					
Geo-Verified Addr.: Yes Nature Summary Code: DIST Disposition: C Close Comments:							

Notes: IR [01/08/24 05:05:07 Unit:250]
 On arrival contact was made with Laura (C214523968730) who advised she was removed from the business by Frank Carriel (12/11/1981 305-956-5726). Contact was made with Frank (who is a security guard at the listed location) who advised she was advised she was no longer welcomed at the establishment and was subsequently escorted out after causing a disturbance within the establishment. A TAW has been issued to Laura per managements request. QRU NR [01/08/24 03:56:01 Unit:117] UDTs: {117} Clear the air [01/08/24 03:23:04 JPULGARON]
 county rcvd the call as a 2-32 | compl inside the qth, subj whi male | blk shirt [01/08/24 03:22:01 JPULGARON]
 COMP ADV THE SECURITY GUARD PUSHED HER\ [01/08/24 03:13:11 SBROWN]
 subj the security guard....rescue refused...comp adv she has a arm inj [01/08/24 03:12:22 SBROWN]

Times

	<u>Time From Call Received</u>	
Call Received: 01/08/24 03:11:18		
Call Routed: 01/08/24 03:11:35	000:00:17	Unit Reaction: 000:01:29 (1st Dispatch to 1st Arrive)
Call Take Finished: 01/08/24 03:11:35	000:00:17	En-Route: (1st Dispatch to 1st En-Route)
1st Dispatch: 01/08/24 03:20:57	000:09:39 (Time Held)	On-Scene: 000:33:37 (1st Arrive to Last Clear)
1st En-Route: 01/08/24 03:20:57	000:09:39	
1st Arrive: 01/08/24 03:22:26	000:11:08 (Reaction Time)	
Last Clear: 01/08/24 03:56:03	000:44:45	

Radio Log

Unit	Empl ID	Type	Description	Time Stamp	Comments (may truncate in portrait)	Close Code	User
119	342	D	Dispatched	01/08/24 03:20:57	Stat/Beat: Z6		JPULGARO
119	342	E	En-Route	01/08/24 03:20:57	Stat/Beat: Z6		JPULGARO
139	380	D	Dispatched	01/08/24 03:20:57	Stat/Beat: Z3		JPULGARO
139	380	E	En-Route	01/08/24 03:20:57	Stat/Beat: Z3		JPULGARO
117	371	D	Dispatched	01/08/24 03:21:14	Stat/Beat: Z1		JPULGARO

Event ID: 24-001970

Call Ref #: 223

34CD CUSTOMER DISPUTE at 2355 NE 163 ST

117	371	E	En-Route	01/08/24 03:21:14	Stat/Beat: Z1		JPULGARO
139	380	X	Canceled	01/08/24 03:21:16	117		JPULGARO
177	352	D	Dispatched	01/08/24 03:21:29	Stat/Beat: Z4		Unit:177
177	352	E	En-Route	01/08/24 03:21:29	Stat/Beat: Z4		Unit:177
119	342	A	Arrived	01/08/24 03:22:26			Unit:119
117	371	A	Arrived	01/08/24 03:22:29			JPULGARO
177	352	A	Arrived	01/08/24 03:22:29			JPULGARO
117	371	CA	{117} Clear the air	01/08/24 03:23:04			JPULGARO
177	352	C	Cleared	01/08/24 03:39:44		09	Unit:177
119	342	C	Cleared	01/08/24 03:40:26		C	Unit:119
117	371	C	Cleared	01/08/24 03:56:03		C	Unit:117

Event Log

Unit	Empl ID	Type	Description	Time Stamp	Comments (may truncate in portrait)	Close Code	User
		TR	Time Received	01/08/24 03:11:18	By: PHONE		SBROWN
		ENT	Entered Street	01/08/24 03:11:27	2355 NE 163 ST		SBROWN
		ENT	Entered Nature	01/08/24 03:11:33	32 ASSAULT AND BATTERY		SBROWN
		FIN	Finished Call Taking	01/08/24 03:11:35			SBROWN
		VEV	Viewed Event	01/08/24 03:11:40	User First Viewed Event CAD		JPULGARO
		ENT	Entered Remarks	01/08/24 03:12:22			SBROWN
		ENT	Entered CallerName_C	01/08/24 03:12:27	LAURA		SBROWN
		ENT	Entered CallerPhone	01/08/24 03:12:43	7867809936		SBROWN
		ARM	Added Remarks	01/08/24 03:13:11			SBROWN
		CHG	Changed Nature	01/08/24 03:20:21	32 ASSAULT AND BATTERY --> 232		JPULGARO
		CHG	Changed PrimeUnit	01/08/24 03:21:20	119 --> 117		JPULGARO
		ARM	Added Remarks	01/08/24 03:22:01			JPULGARO
		ARM	Added Remarks	01/08/24 03:23:04			JPULGARO
		RS	Reset Watchdog Timer	01/08/24 03:33:20	Units: 177,117,119		JPULGARO
		CHG	Changed Nature	01/08/24 03:33:20	232 ASSAULT IN PROG --> 34CD CU		JPULGARO
		ARM	Added Remarks	01/08/24 03:56:01			Unit:117
		ARM	Added Remarks	01/08/24 05:05:07			Unit:250

COMMUNICATIONS

Event Report

Event ID: **24-011218**

Call Ref #: 569

Date/Time Received: 02/10/24 04:41:56

Rpt #: 2024-0210-02	Prime 675	Services Involved					
Call Source: SELF	Unit: DOSTALY, STEVENS	<table border="1" style="display: inline-table; border-collapse: collapse;"> <tr> <td style="padding: 2px;">LAW</td> <td style="width: 20px;"></td> <td style="width: 20px;"></td> <td style="width: 20px;"></td> <td style="width: 20px;"></td> </tr> </table>	LAW				
LAW							
Location: 2355 NE 163 ST X-ST: NE 23 AV BISWAYNE BD Business: DEANS GOLD							
		Jur: NMB Service: LAW Agency: NMB St/Beat: Z1 District: RA: 248 Phone: (305) 956-5726 GP: Z1					
Nature: 32 ASSAULT AND BATTERY Alarm Lvl: 1 Priority: 3 Medical Priority:							
Reclassified Nature:							
Caller: Addr:		Alarm: 1 Alarm Type:					
Vehicle #:	St: FL Report Only: No Race:	Sex: Age:					
Call Taker: JPULGARON		Console: DISP					
Geo-Verified Addr.: Yes Nature Summary Code: Disposition: R Close Comments:							
Notes:							
<i>See Event Notes Addendum at end of this report</i>							

Times

Call Received: 02/10/24 04:41:56	<u>Time From Call Received</u>	
Call Routed: 02/10/24 04:41:56		Unit Reaction: <i>(1st Dispatch to 1st Arrive)</i>
Call Take Finished: 02/10/24 04:41:56		En-Route: <i>(1st Dispatch to 1st En-Route)</i>
1st Dispatch: 02/10/24 04:41:56	<i>(Time Held)</i>	On-Scene: 059:08:34 <i>(1st Arrive to Last Clear)</i>
1st En-Route: 02/10/24 04:41:56		
1st Arrive: 02/10/24 04:41:56	<i>(Reaction Time)</i>	
Last Clear: 02/12/24 15:50:30	059:08:34	

Radio Log

Unit	Empl ID	Type	Description	Time Stamp	Comments (may truncate in portrait)	Close Code	User
387	357	D	Dispatched	02/10/24 04:41:56	Out Srv: [OFFD] at DEANS GOLD		JPULGARO
387	357	E	En-Route	02/10/24 04:41:56	Out Srv: [OFFD] at DEANS GOLD		JPULGARO
387	357	A	Arrived	02/10/24 04:41:56	Out Srv: [OFFD] at DEANS GOLD		JPULGARO
675	314	D	Dispatched	02/10/24 04:42:39	Out Srv: [OFFD] at DEANS GOLD		JPULGARO
675	314	E	En-Route	02/10/24 04:42:39	Out Srv: [OFFD] at DEANS GOLD		JPULGARO
675	314	A	Arrived	02/10/24 04:42:39	Out Srv: [OFFD] at DEANS GOLD		JPULGARO
117	371	D	Dispatched	02/10/24 04:42:57	Out Evt: [A] at 551 NE 167 ST		JPULGARO
117	371	E	En-Route	02/10/24 04:42:57	Out Evt: [A] at 551 NE 167 ST		JPULGARO
138	364	D	Dispatched	02/10/24 04:42:57	Out Evt: [A] at 551 NE 167 ST		JPULGARO
138	364	E	En-Route	02/10/24 04:42:57	Out Evt: [A] at 551 NE 167 ST		JPULGARO

145	377	D	Dispatched	02/10/24 04:42:57	Out Evt: [A] at 551 NE 167 ST	JPULGARO
145	377	E	En-Route	02/10/24 04:42:57	Out Evt: [A] at 551 NE 167 ST	JPULGARO
161	384	D	Dispatched	02/10/24 04:42:57	Out Evt: [A] at 551 NE 167 ST	JPULGARO
161	384	E	En-Route	02/10/24 04:42:57	Out Evt: [A] at 551 NE 167 ST	JPULGARO
177	352	D	Dispatched	02/10/24 04:42:57	Out Evt: [A] at 551 NE 167 ST	JPULGARO
177	352	E	En-Route	02/10/24 04:42:57	Out Evt: [A] at 551 NE 167 ST	JPULGARO
194	368	D	Dispatched	02/10/24 04:42:57	Out Evt: [A] at 551 NE 167 ST	JPULGARO
194	368	E	En-Route	02/10/24 04:42:57	Out Evt: [A] at 551 NE 167 ST	JPULGARO
675	314	IC	{675} Subject in Custody	02/10/24 04:43:04		JPULGARO
138	364	A	Arrived	02/10/24 04:44:54		Unit:138
177	352	A	Arrived	02/10/24 04:44:55		Unit:177
177	352	SU	{177} Slow Units	02/10/24 04:46:32		JPULGARO
177	352	CA	{177} Clear the air	02/10/24 04:46:37		JPULGARO
161	384	A	Arrived	02/10/24 04:46:47		JPULGARO
117	371	A	Arrived	02/10/24 04:46:47		JPULGARO
145	377	A	Arrived	02/10/24 04:46:47		JPULGARO
145	377	L	Location Change	02/10/24 04:53:20	3 TO AVENTURA HOSP	JPULGARO
161	384	L	Location Change	02/10/24 04:53:20	3 TO AVENTURA HOSP	JPULGARO
177	352	L	Location Change	02/10/24 04:53:20	3 TO AVENTURA HOSP	JPULGARO
190	303	D	Dispatched	02/10/24 04:53:22	Stat/Beat: SUP	JPULGARO
190	303	E	En-Route	02/10/24 04:53:22	Stat/Beat: SUP	JPULGARO
190	303	A	Arrived	02/10/24 04:53:22	Stat/Beat: SUP	JPULGARO
138	364	L	Location Change	02/10/24 04:53:31	3 TO AVENTURA HOSP	JPULGARO
177	352	L	Location Change	02/10/24 04:53:39	2355 NE 163 ST	JPULGARO
177	352	A	Arrived	02/10/24 04:53:41		JPULGARO
145	377	HA	{145} Hold the Air	02/10/24 04:56:29		JPULGARO
194	368	A	Arrived	02/10/24 05:01:07		JPULGARO
161	384	CA	{161} Clear the air	02/10/24 05:02:24		JPULGARO
190	303	RA	{190} Rescue Arrival	02/10/24 05:04:43		JPULGARO
161	384	L	Location Change	02/10/24 05:08:29	3 TO AVENTURA HOSP	JPULGARO
145	377	L	Location Change	02/10/24 05:08:29	3 TO AVENTURA HOSP	JPULGARO
138	364	L	Location Change	02/10/24 05:08:29	3 TO AVENTURA HOSP	JPULGARO
138	364	A	Arrived	02/10/24 05:09:33		JPULGARO
145	377	A	Arrived	02/10/24 05:09:33		JPULGARO
161	384	A	Arrived	02/10/24 05:09:33		JPULGARO
194	368	HA	{194} Hold the Air	02/10/24 05:10:09		JPULGARO
190	303	HA	{190} Hold the Air	02/10/24 05:13:36		JPULGARO
177	352	C	Cleared	02/10/24 05:14:24		09 Unit:177
190	303	CA	{190} Clear the air	02/10/24 05:14:46		JPULGARO
190	303	X	Canceled	02/10/24 06:00:04	Pre-empted to Event # 576	ISANCHEZ
675	314	L	Location Change	02/10/24 06:04:51	AVENTURA HOSPITAL	ISANCHEZ
387	357	ENT	Entered Vehicleid	02/10/24 06:13:10	[Vin:] 1N4BL4BV5NN322777 [licpl_no:]	Unit:387
138	364	X	Canceled	02/10/24 06:23:23	Pre-empted to Event # 577	ISANCHEZ
161	384	X	Canceled	02/10/24 06:23:50	Pre-empted to Event # 568	JPULGARO
161	384	D	Dispatched	02/10/24 06:23:56	Stat/Beat: Z3	JPULGARO
161	384	E	En-Route	02/10/24 06:23:56	Stat/Beat: Z3	JPULGARO
161	384	A	Arrived	02/10/24 06:23:56	Stat/Beat: Z3	JPULGARO

161	384	L	Location Change	02/10/24 06:24:09	AVENTURA HOSP		JPULGARO
194	368	L	Location Change	02/10/24 06:24:09	AVENTURA HOSP		JPULGARO
194	368	A	Arrived	02/10/24 06:24:17			JPULGARO
161	384	A	Arrived	02/10/24 06:24:17			JPULGARO
190	303	D	Dispatched	02/10/24 07:01:19	Stat/Beat: SUP		ASNELL
190	303	E	En-Route	02/10/24 07:01:19	Stat/Beat: SUP		ASNELL
190	303	A	Arrived	02/10/24 07:01:19	Stat/Beat: SUP		ASNELL
190	303	CS	{190} Crime Scene Re	02/10/24 07:01:23			ASNELL
190	303	DB	{190} Detective Bureau	02/10/24 07:01:31			JPULGARO
636	2029	D	Dispatched	02/10/24 07:04:22	Stat/Beat: CS		ASNELL
636	2029	E	En-Route	02/10/24 07:04:53			JPULGARO
651	224	D	Dispatched	02/10/24 07:06:50	Stat/Beat: DB		ASNELL
665	266	D	Dispatched	02/10/24 07:08:43			JPULGARO
665	266	E	En-Route	02/10/24 07:08:43			JPULGARO
651	224	E	En-Route	02/10/24 07:08:46			JPULGARO
620	253	D	Dispatched	02/10/24 07:09:57	Stat/Beat: DB		ASNELL
620	253	X	Canceled	02/10/24 07:10:06			ASNELL
590	239	D	Dispatched	02/10/24 07:10:43	Stat/Beat: ADM		ASNELL
590	239	X	Canceled	02/10/24 07:11:18			ASNELL
528	230	D	Dispatched	02/10/24 07:11:23	Stat/Beat: ADM		ASNELL
528	230	E	En-Route	02/10/24 07:11:36			JPULGARO
636	2029	L	Location Change	02/10/24 07:12:03	AVENTURA HOSPITAL		JPULGARO
651	224	L	Location Change	02/10/24 07:12:03	AVENTURA HOSPITAL		JPULGARO
665	266	L	Location Change	02/10/24 07:12:03	AVENTURA HOSPITAL		JPULGARO
528	230	X	Canceled	02/10/24 07:51:54			ASNELL
651	224	X	Canceled	02/10/24 07:51:56			ASNELL
665	266	X	Canceled	02/10/24 07:51:59			ASNELL
636	2029	L	Location Change	02/10/24 07:59:15	AVENTURA HOSPITAL		ASNELL
675	314	L	Location Change	02/10/24 08:27:52	STATION		SBROWN
117	371	L	Location Change	02/10/24 08:27:52	STATION		SBROWN
161	384	L	Location Change	02/10/24 08:29:54	STATION		SBROWN
194	368	L	Location Change	02/10/24 08:29:54	STATION		SBROWN
190	303	X	Canceled	02/10/24 09:01:21	Pre-empted to Event # 583		ASNELL
194	368	C	Cleared	02/10/24 09:15:23	SUPP	SUPP	SBROWN
636	2029	C	Cleared	02/10/24 09:15:35	09	09	SBROWN
161	384	C	Cleared	02/10/24 09:16:13	SUPP	SUPP	SBROWN
117	371	C	Cleared	02/10/24 10:20:22	09	09	SBROWN
387	357	C	Cleared	02/10/24 10:58:02	09	09	SBROWN
232	374	D	Dispatched	02/10/24 12:15:48	Stat/Beat: Z1		SBROWN
232	374	E	En-Route	02/10/24 12:15:48	Stat/Beat: Z1		SBROWN
232	374	A	Arrived	02/10/24 12:15:48	Stat/Beat: Z1		SBROWN
232	374	L	Location Change	02/10/24 12:16:00	AVENTURA HOSPITAL		SBROWN
675	314	C	Cleared	02/10/24 12:35:34	R	R	JPULGARO
207	331	D	Dispatched	02/10/24 13:47:57	Stat/Beat: Z4		JPULGARO
207	331	E	En-Route	02/10/24 13:47:57	Stat/Beat: Z4		JPULGARO
207	331	L	Location Change	02/10/24 13:48:03	AVENTURA HOSPITAL		JPULGARO
232	374	X	Canceled	02/10/24 14:56:47	Pre-empted to Event # 24011303		Unit:232

145	377	C	Cleared	02/10/24 16:50:23	09	09	MGONZALE
708	332	D	Dispatched	02/10/24 22:49:03	Stat/Beat: CP		Unit:708
708	332	E	En-Route	02/10/24 22:49:03	Stat/Beat: CP		Unit:708
708	332	A	Arrived	02/10/24 22:49:03	Stat/Beat: CP		Unit:708
708	332	L	Location Change	02/10/24 22:59:54	AVENTURA HOSPITAL		ISANCHEZ
708	332	A	Arrived	02/10/24 22:59:55			ISANCHEZ
207	331	C	Cleared	02/10/24 23:23:08	09	09	ISANCHEZ
232	374	D	Dispatched	02/11/24 03:47:42	Out Srv: [10] at Just Logged In		ISANCHEZ
232	374	E	En-Route	02/11/24 03:47:42	Out Srv: [10] at Just Logged In		ISANCHEZ
232	374	L	Location Change	02/11/24 03:47:46	AVENTURA HOSPITAL		ISANCHEZ
708	332	C	Cleared	02/11/24 04:31:31	09	09	ISANCHEZ
232	374	M	Misc. Radio	02/11/24 09:01:42	QRU		U117
232	374	L	Location Change	02/11/24 13:50:40	AVENTURA #718		ASNELL
232	374	M	Misc. Radio	02/11/24 15:46:10	QRU		U117
347	381	D	Dispatched	02/11/24 18:05:35	Stat/Beat: Z2;569		U117
347	381	E	En-Route	02/11/24 18:05:35	Stat/Beat: Z2;569		U117
347	381	L	Location Change	02/11/24 18:05:46	AVENTURA HOSPITAL #718		U117
347	381	M	Misc. Radio	02/11/24 18:39:20	QRU		U117
232	374	C	Cleared	02/11/24 19:22:57	C	C	U10
347	381	M	Misc. Radio	02/11/24 21:48:15	QRU		U117
218	372	D	Dispatched	02/12/24 07:22:07	Stat/Beat: Z2;569		U117
218	372	E	En-Route	02/12/24 07:22:07	Stat/Beat: Z2;569		U117
218	372	L	Location Change	02/12/24 07:22:28	AVENTURA HOSPITAL		U117
218	372	A	Arrived	02/12/24 07:35:27			U117
347	381	C	Cleared	02/12/24 08:01:18	09	09	U117
762	243	D	Dispatched	02/12/24 09:45:08	Stat/Beat: CP		Unit:762
762	243	E	En-Route	02/12/24 09:45:08	Stat/Beat: CP		Unit:762
762	243	A	Arrived	02/12/24 10:01:39			U117
218	372	C	Cleared	02/12/24 10:23:40	09	09	U117
221	360	D	Dispatched	02/12/24 12:10:30	Stat/Beat: Z6;569		U117
221	360	E	En-Route	02/12/24 12:10:30	Stat/Beat: Z6;569		U117
221	360	L	Location Change	02/12/24 12:10:40	AVENTURA HOSPITAL		U117
221	360	A	Arrived	02/12/24 12:32:49			U117
221	360	T	Transport	02/12/24 13:15:49	To: TGK/ADULT MALE		ASNELL
221	360	MILE	Beg Mileage	02/12/24 13:15:49	Beg Mileage: 136328.0		ASNELL
221	360	A	Arrived	02/12/24 13:50:04			ASNELL
221	360	MILE	End Mileage	02/12/24 13:50:04	End Mileage: 136349.0		ASNELL
762	243	C	Cleared	02/12/24 14:06:08	09	09	ASNELL
221	360	C	Cleared	02/12/24 15:50:30	09	09	U117

Event Log

Unit	Empl ID	Type	Description	Time Stamp	Comments (may truncate in portrait)	Close Code	User
		TR	Time Received	02/10/24 04:41:56	By: SELF		JPULGARO
		FIN	Finished Call Taking	02/10/24 04:41:56			JPULGARO
		ARM	Added Remarks	02/10/24 04:42:08			JPULGARO
		ARM	Added Remarks	02/10/24 04:42:43			JPULGARO
		ARM	Added Remarks	02/10/24 04:43:04			JPULGARO

ARM Added Remarks	02/10/24 04:46:32			JPULGARO
ARM Added Remarks	02/10/24 04:46:37			JPULGARO
ARM Added Remarks	02/10/24 04:47:09			JPULGARO
RPT Requested Report#	02/10/24 04:52:40	NMB Report #2024-0210-02		JPULGARO
ARM Added Remarks	02/10/24 04:54:03			JPULGARO
CHG Changed Nature	02/10/24 04:55:43	141	INFORMATION --> 32	ASSA Unit:675
ARM Added Remarks	02/10/24 04:55:45			JPULGARO
ARM Added Remarks	02/10/24 04:56:03			JPULGARO
ARM Added Remarks	02/10/24 04:56:21			JPULGARO
ARM Added Remarks	02/10/24 04:56:29			JPULGARO
ARM Added Remarks	02/10/24 04:57:13			JPULGARO
ARM Added Remarks	02/10/24 04:57:20			JPULGARO
ARM Added Remarks	02/10/24 04:57:37			JPULGARO
VEV Viewed Event	02/10/24 04:59:36	User First Viewed Event CAD		ISANCHEZ
RS Reset Watchdog Timer	02/10/24 05:00:52	Units: 190,177,117,675,387 >>> 60Min.		JPULGARO
RS Reset Watchdog Timer	02/10/24 05:00:55	Units: 194 >>> 60Min.		JPULGARO
ARM Added Remarks	02/10/24 05:02:24			JPULGARO
ARM Added Remarks	02/10/24 05:02:28			JPULGARO
ARM Added Remarks	02/10/24 05:04:43			JPULGARO
ARM Added Remarks	02/10/24 05:10:09			JPULGARO
ARM Added Remarks	02/10/24 05:13:36			JPULGARO
ARM Added Remarks	02/10/24 05:14:46			JPULGARO
ARM Added Remarks	02/10/24 05:33:34			ISANCHEZ
RS Reset Watchdog Timer	02/10/24 05:54:05	Units: 190,145,117,194,161,138,675,387		ISANCHEZ
RS Reset Watchdog Timer	02/10/24 06:45:33	Units: 145,117,194,161,387 >>> 60Min.		JPULGARO
RS Reset Watchdog Timer	02/10/24 06:45:46	Units: 675 >>> 60Min.		JPULGARO
VEV Viewed Event	02/10/24 07:01:11	User First Viewed Event CAD		ASNELL
ARM Added Remarks	02/10/24 07:01:23			ASNELL
ARM Added Remarks	02/10/24 07:01:31			JPULGARO
CHG Changed PrimeUnit	02/10/24 07:03:49	387 --> 161		JPULGARO
ARM Added Remarks	02/10/24 07:05:33			ASNELL
RS Reset Watchdog Timer	02/10/24 07:21:52	Units: 190,145,117,194,161,387 >>> 60		JPULGARO
RS Reset Watchdog Timer	02/10/24 07:21:58	Units: 528 >>> 60Min.		JPULGARO
ARM Added Remarks	02/10/24 07:51:29			ASNELL
RS Reset Watchdog Timer	02/10/24 07:56:21	Units: 675,636 >>> 60Min.		JPULGARO
VEV Viewed Event	02/10/24 08:01:57	User First Viewed Event CAD		SBROWN
CHG Changed PrimeUnit	02/10/24 09:09:48	161 --> 675		Unit:675
ARM Added Remarks	02/10/24 09:19:00			JPULGARO
ARM Added Remarks	02/10/24 09:19:12			JPULGARO
RS Reset Watchdog Timer	02/10/24 13:10:24	Units: 145 >>> 60Min.		JPULGARO
RS Reset Watchdog Timer	02/10/24 13:10:28	Units: 232 >>> 60Min.		JPULGARO
VEV Viewed Event	02/10/24 16:48:54	User First Viewed Event CAD		MGONZALE
RS Reset Watchdog Timer	02/10/24 17:36:51	Units: 207 >>> 120Min.		MGONZALE
RS Reset Watchdog Timer	02/10/24 22:42:57	Units: 207 >>> 60Min.		SBROWN
RS Reset Watchdog Timer	02/10/24 23:23:06	Units: 708 >>> 45Min.		ISANCHEZ
RS Reset Watchdog Timer	02/11/24 00:25:45	Units: 708 >>> 45Min.		ISANCHEZ
RS Reset Watchdog Timer	02/11/24 01:11:51	Units: 708 >>> 45Min.		ISANCHEZ

RS	Reset Watchdog Timer	02/11/24 02:06:37	Units: 708 >>> 45Min.	ISANCHEZ
RS	Reset Watchdog Timer	02/11/24 02:51:53	Units: 708 >>> 45Min.	ISANCHEZ
RS	Reset Watchdog Timer	02/11/24 03:46:06	Units: 708 >>> 45Min.	ISANCHEZ
RS	Reset Watchdog Timer	02/11/24 04:04:38	Units: 232 >>> 45Min.	ISANCHEZ
RS	Reset Watchdog Timer	02/11/24 04:31:26	Units: 708 >>> 45Min.	ISANCHEZ
RS	Reset Watchdog Timer	02/11/24 04:56:38	Units: 232 >>> 45Min.	ISANCHEZ
ARM	Added Remarks	02/11/24 05:16:50		JPULGARO
ARM	Added Remarks	02/11/24 05:24:21		JPULGARO
RS	Reset Watchdog Timer	02/11/24 05:42:16	Units: 232 >>> 45Min.	ISANCHEZ
VEV	Viewed Event	02/11/24 06:15:26	User First Viewed Event CAD	VADDERLE
RS	Reset Watchdog Timer	02/11/24 06:41:37	Units: 232 >>> 45Min.	ISANCHEZ
RS	Reset Watchdog Timer	02/11/24 13:24:37	Units: 232 >>> 120Min.	VADDERLE
ARM	Added Remarks	02/11/24 13:50:24		ASNELL
VEV	Viewed Event	02/11/24 15:06:58	User First Viewed Event CAD	U10
RS	Reset Watchdog Timer	02/11/24 16:24:01	Units: 232 >>> 60Min.	ASNELL
RS	Reset Watchdog Timer	02/12/24 06:52:35	Units: 347 >>> 60Min.	U10
VEV	Viewed Event	02/12/24 09:10:56	User First Viewed Event CAD	BPAUL
VEV	Viewed Event	02/12/24 09:50:12	User First Viewed Event CAD	U117
VEV	Viewed Event	02/12/24 09:51:26	User First Viewed Event CAD	WBAUER
ARM	Added Remarks	02/12/24 10:05:26		U117
VEV	Viewed Event	02/12/24 10:37:35	User First Viewed Event CAD	LSTEVENS
ARM	Added Remarks	02/12/24 13:15:49		ASNELL
ARM	Added Remarks	02/12/24 13:15:49		ASNELL
RS	Reset Watchdog Timer	02/12/24 13:32:43	Units: 762 >>> 30Min.	ASNELL
ARM	Added Remarks	02/12/24 13:50:12		ASNELL
RS	Reset Watchdog Timer	02/12/24 14:05:38	Units: 221 >>> 30Min.	ASNELL
RS	Reset Watchdog Timer	02/12/24 15:39:05	Units: 221 >>> 45Min.	ISANCHEZ

Event Notes Addendum

Notes [221-TRANSPORT] {221} End Mileage: 136349.0 [02/12/24 13:50:12 ASNELL]
 [221-TRANSPORT] {221} Beg Mileage: 136328.0 [02/12/24 13:15:49 ASNELL]
 [221-TRANSPORT] {221} ADULT MALE [02/12/24 13:15:49 ASNELL]
 North Tower 718 [02/12/24 10:05:26 U117]
 {232} ROOM # IS 718 [02/11/24 13:50:24 ASNELL]
 disregard below notes [02/11/24 05:24:21 JPULGARON]
 0 UDTs: {K918} Slow Units [02/11/24 05:16:50 JPULGARON]
 {145} North side [02/10/24 09:19:12 JPULGARON]
 {145} they were moved to room 435N [02/10/24 09:19:00 JPULGARON]
 {190} DB AND IA HAVE BEEN 07`D PER NMB3 [02/10/24 07:51:29 ASNELL]
 {190} IA BEING CALLED - SGT ALFONSO [02/10/24 07:05:33 ASNELL]
 UDTs: {190} Detective Bureau Request [02/10/24 07:01:31 JPULGARON]
 UDTs: {190} Crime Scene Requested [02/10/24 07:01:23 ASNELL]
 ** STAFF NOTIFICATION SENT ** [02/10/24 05:33:34 ISANCHEZ]
 UDTs: {190} Clear the air [02/10/24 05:14:46 JPULGARON]
 UDTs: {190} Hold the Air [02/10/24 05:13:36 JPULGARON]
 UDTs: {194} Hold the Air [02/10/24 05:10:09 JPULGARON]
 UDTs: {190} Rescue Arrival [02/10/24 05:04:43 JPULGARON]
 {161} QRU [02/10/24 05:02:28 JPULGARON]
 UDTs: {161} Clear the air [02/10/24 05:02:24 JPULGARON]
 {117} MALE IS RESPONSIVE [02/10/24 04:57:37 JPULGARON]
 rescue enr on a 3 [02/10/24 04:57:20 JPULGARON]

{138} START RESCUE ON A 3 | MALE UNCONSCIOUS [02/10/24 04:57:13 JPULGARON]
 UDTs: {145} Hold the Air [02/10/24 04:56:29 JPULGARON]
 {145} START UNITS ON A 3 [02/10/24 04:56:21 JPULGARON]
 {145} 192/BB [02/10/24 04:56:03 JPULGARON]
 aventura hosp adv [02/10/24 04:55:45 JPULGARON]
 {190} ADV AVENTURA HOSP REF COMBATIVE 39 REF INJS [02/10/24 04:54:03 JPULGARON]

-----COPIED MESSAGE-----

Received: 2/10/2024 4:47:04 AM

From: SYSTEM (SYSTEM)

Message:

P131001980

20240210044700011FDQ FL01310M0T225000830490

Y

--DHSMV--

T-225-000-83-049-0

ALEXANDER,,TKACHENKO

3444 NE 210TH TER

AVENTURA

FL 33180

3444 NE 210TH TER

AVENTURA

FL 33180

TYPE LIC: CLASS E OPERATOR

DOB: 02/09/1983 HT: 600 RACE: W SEX: M

CURRENT LICENSE ISSUED: 06/08/2022 EXPIRES: 02/09/2031

VALID LICENSE

SOC SEC:118767053

This information should only be used as authorized by Florida Statute,
 section 119.0712(d):

1. Emergency contact information contained in a motor vehicle record is
 confidential and exempt from s. 119.07(1) and s. 24(a), Art. I of the State
 Constitution.

2. Without the express consent of the person to whom such emergency contact
 information applies, the emergency contact information contained in a motor
 vehicle record may be released only to:

a. Law enforcement agencies for purposes of contacting those listed in the event of an emergency.

b. A receiving facility, hospital or licensed detoxification or addictions receiving facility
 pursuant to s. 394.463(2)(a) or s. 397.6772(1)(a) for the sole purpose of informing a patient's
 emergency contacts of the patient's whereabouts.

EMERGENCY CONTACT INFORMATION:

STELLA

SPOUSE

3444 NE 210TH TER

AVENTURA

FL 33180

HOME: N/A

WORK: N/A

CELL: (347)866-9988

END OF DDL/DHSMV RESPONSE

IMAGE LOCATED IN FILE: 0000118489.JPG

--FCIC HIT RESPONSE--

FDQ : NO RECORDS FOUND

--END--

-----END MESSAGE----- [02/10/24 04:47:09 JPULGARON]

UDTS: {177} Clear the air [02/10/24 04:46:37 JPULGARON]

UDTS: {177} Slow Units [02/10/24 04:46:32 JPULGARON]

UDTS: {675} Subject in Custody [02/10/24 04:43:04 JPULGARON]

{675} EAST DOOR [02/10/24 04:42:43 JPULGARON]

{387} START ADDT UNITS [02/10/24 04:42:08 JPULGARON]

COMMUNICATIONS

Event Report

Event ID: 24-011495

Call Ref #: 848

Date/Time Received: 02/11/24 05:18:15

Rpt #: 2024-0211-06	Prime K918	Services Involved					
Call Source: PHONE	Unit: DORIVAL, PHANEL	<table border="1"><tr><td>LAW</td><td></td><td></td><td></td><td></td></tr></table>	LAW				
LAW							

Location: 2355 NE 163 ST	Jur: NMB	Service: LAW	Agency: NMB
X-ST: NE 23 AV	St/Beat: Z1	District:	RA: 248
BISCAYNE BD	Phone: (305) 956-5726		GP: Z1
Business: DEANS GOLD			

Nature: 141 INFORMATION	Alarm Lvl: 1	Priority: 3	Medical Priority:
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Reclassified Nature:

Caller: MDPD DISP	Alarm: 1	
Addr: 16301 BISCAYNE BD	Phone: (424) 386-5233	Alarm Type:

Vehicle #:	St:	Report Only: No	Race:	Sex:	Age:
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Call Taker: JPULGARON	Console: TT
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Geo-Verified Addr.: Yes	Nature Summary Code:	Disposition: R	Close Comments:
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Notes: compl is poss signal 35 [02/11/24 05:21:09 JPULGARON]
time delay 5 mins [02/11/24 05:19:11 JPULGARON]
whi male worker wearing all blk [02/11/24 05:19:05 JPULGARON]
battery
just occurred | rescue refused [02/11/24 05:18:33 JPULGARON]

Times		
Call Received: 02/11/24 05:18:15	Time From Call Received	
Call Routed: 02/11/24 05:19:37	000:01:22	Unit Reaction: 000:00:08 (1st Dispatch to 1st Arrive)
Call Take Finished: 02/11/24 05:19:37	000:01:22	En-Route: (1st Dispatch to 1st En-Route)
1st Dispatch: 02/11/24 05:36:09	000:17:54 (Time Held)	On-Scene: 002:59:43 (1st Arrive to Last Clear)
1st En-Route: 02/11/24 05:36:09	000:17:54	
1st Arrive: 02/11/24 05:36:17	000:18:02 (Reaction Time)	
Last Clear: 02/11/24 08:36:00	003:17:45	

Radio Log

Unit	Empl ID	Type	Description	Time Stamp	Comments (may truncate in portrait)	Close Code	User
K918	327	D	Dispatched	02/11/24 05:36:09	Stat/Beat: Z1		JPULGARO
K918	327	E	En-Route	02/11/24 05:36:09	Stat/Beat: Z1		JPULGARO
K918	327	A	Arrived	02/11/24 05:36:17			JPULGARO
316	370	D	Dispatched	02/11/24 05:36:29	Out Srv: [OFFFD] at DEANS GOLD		JPULGARO
316	370	E	En-Route	02/11/24 05:36:29	Out Srv: [OFFFD] at DEANS GOLD		JPULGARO
114	369	D	Dispatched	02/11/24 05:37:22	Stat/Beat: Z4		Unit:114
114	369	E	En-Route	02/11/24 05:37:22	Stat/Beat: Z4		Unit:114
114	369	A	Arrived	02/11/24 05:37:22	Stat/Beat: Z4		Unit:114

Event ID: 24-011495

Call Ref #: 848

14I

INFORMATION at 2355 NE 163 ST

114	369	C	Cleared	02/11/24 05:37:49	09	09	JPULGARO
114	369	D	Dispatched	02/11/24 05:37:57	Stat/Beat: Z4		JPULGARO
114	369	E	En-Route	02/11/24 05:37:57	Stat/Beat: Z4		JPULGARO
114	369	A	Arrived	02/11/24 05:37:57	Stat/Beat: Z4		JPULGARO
117	371	D	Dispatched	02/11/24 05:37:57	Stat/Beat: Z2		JPULGARO
117	371	E	En-Route	02/11/24 05:37:57	Stat/Beat: Z2		JPULGARO
117	371	A	Arrived	02/11/24 05:37:57	Stat/Beat: Z2		JPULGARO
117	371	EME	Emergency Alert	02/11/24 06:03:31	Unit activated Emergency Alert on MCT		Unit:117
114	369	C	Cleared	02/11/24 06:09:59		C	Unit:114
K918	327	C	Cleared	02/11/24 07:11:40		R	Unit:K918
117	371	C	Cleared	02/11/24 07:38:38	09	09	U117
316	370	X	Canceled	02/11/24 08:35:08			VADDERLE
K918	327	D	Dispatched	02/11/24 08:35:50	Stat/Beat: Z5		VADDERLE
K918	327	E	En-Route	02/11/24 08:35:50	Stat/Beat: Z5		VADDERLE
K918	327	A	Arrived	02/11/24 08:35:50	Stat/Beat: Z5		VADDERLE
K918	327	C	Cleared	02/11/24 08:36:00	R	R	VADDERLE

Event Log

Unit	Empl ID	Type	Description	Time Stamp	Comments (may truncate in portrait)	Close Code	User
		TR	Time Received	02/11/24 05:18:15	By: PHONE		JPULGARO
		DLS	Duplicate List	02/11/24 05:18:18	Potential Duplicate Events Listed (2		JPULGARO
		ENT	Entered Street	02/11/24 05:18:20	16301 BISCAYNE BD		JPULGARO
		ENT	Entered Remarks	02/11/24 05:18:33			JPULGARO
		ENT	Entered CallerPhone	02/11/24 05:18:46	4243865233		JPULGARO
		ARM	Added Remarks	02/11/24 05:19:05			JPULGARO
		ARM	Added Remarks	02/11/24 05:19:11			JPULGARO
		ENT	Entered Nature	02/11/24 05:19:36	32 ASSAULT AND BATTERY		JPULGARO
		FIN	Finished Call Taking	02/11/24 05:19:37			JPULGARO
		VEV	Viewed Event	02/11/24 05:19:39	User First Viewed Event CAD		ISANCHEZ
		CHG	Changed Street	02/11/24 05:19:43	16301 BISCAYNE BD --> 2355 NE 163 S		JPULGARO
		ENT	Entered CallerName_C	02/11/24 05:19:56	MDPD DISP		JPULGARO
		ARM	Added Remarks	02/11/24 05:21:09			JPULGARO
		RPT	Requested Report#	02/11/24 05:43:45	NMB Report #2024-0211-06		JPULGARO
		RS	Reset Watchdog Timer	02/11/24 05:51:55	Units: 114,117,K918 >>> 60Min.		JPULGARO
		RS	Reset Watchdog Timer	02/11/24 05:51:58	Units: 316 >>> 30Min.		JPULGARO
117	371	VER	Viewed Emergency Noti	02/11/24 06:03:42	Emergency Notification		ISANCHEZ
117	371	VER	Viewed Emergency Noti	02/11/24 06:04:09	Emergency Notification		VADDERLE
		RS	Reset Watchdog Timer	02/11/24 06:41:43	Units: 316 >>> 45Min.		ISANCHEZ
		CHG	Changed Nature	02/11/24 07:11:26	32 ASSAULT AND BATTERY --> 14I		Unit:K918
117		VER	Viewed Emergency Noti	02/11/24 08:01:26	Emergency Notification		ASNELL
		VEV	Viewed Event	02/11/24 08:34:46	User First Viewed Event CAD		VADDERLE

COMMUNICATIONS

Event Report

Event ID: 24-015509

Call Ref #: 900

Date/Time Received: 02/25/24 03:37:11

Rpt #: 2024-0225-02

Prime 194

Services Involved

Call Source: SELF

Unit: PEREZ, DANIEL

LAW				
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Location: 2355 NE 163 ST

X-ST: NE 23 AV
BISCAYNE BD

Jur: NMB Service: LAW Agency: NMB
St/Beat: Z1 District: RA: 248
Phone: (305) 956-5726 GP: Z1

Business: DEANS GOLD

Nature: 34 DISTURBANCE

Alarm Lvl: 1 Priority: 3

Medical Priority:

Reclassified Nature:

Caller:

Alarm: 1

Addr:

Phone:

Alarm Type:

Vehicle #:

St: FL

Report Only: No

Race:

Sex:

Age:

Call Taker: SBROWN

Console: DISP

Geo-Verified Addr.: Yes Nature Summary Code: DIST Disposition: AFOI Close Comments:

Notes:

See Event Notes Addendum at end of this report

Times

Call Received: 02/25/24 03:37:11

Time From Call Received

Call Routed: 02/25/24 03:37:11

Unit Reaction: (1st Dispatch to 1st Arrive)

Call Take Finished: 02/25/24 03:37:11

En-Route: (1st Dispatch to 1st En-Route)

1st Dispatch: 02/25/24 03:37:11

(Time Held) On-Scene: 007:46:12 (1st Arrive to Last Clear)

1st En-Route: 02/25/24 03:37:11

1st Arrive: 02/25/24 03:37:11

(Reaction Time)

Last Clear: 02/25/24 11:23:23

007:46:12

Radio Log

Unit	Empl ID	Type	Description	Time Stamp	Comments (may truncate in portrait)	Close Code	User
352	383	D	Dispatched	02/25/24 03:37:11	Out Srv: [OFFD] at DEANS GOLD		SBROWN
352	383	E	En-Route	02/25/24 03:37:11	Out Srv: [OFFD] at DEANS GOLD		SBROWN
352	383	A	Arrived	02/25/24 03:37:11	Out Srv: [OFFD] at DEANS GOLD		SBROWN
114	369	D	Dispatched	02/25/24 03:37:18	Stat/Beat: Z5		SBROWN
114	369	E	En-Route	02/25/24 03:37:18	Stat/Beat: Z5		SBROWN
145	377	D	Dispatched	02/25/24 03:37:18	Stat/Beat: Z2		SBROWN
145	377	E	En-Route	02/25/24 03:37:18	Stat/Beat: Z2		SBROWN
177	352	D	Dispatched	02/25/24 03:38:30	Stat/Beat: Z4		SBROWN
177	352	E	En-Route	02/25/24 03:38:30	Stat/Beat: Z4		SBROWN
177	352	A	Arrived	02/25/24 03:38:30	Stat/Beat: Z4		SBROWN

177	352	IC	{177} Subject in Custody	02/25/24 03:38:42			SBROWN
177	352	CA	{177} Clear the air	02/25/24 03:38:49			SBROWN
K918	327	D	Dispatched	02/25/24 03:38:55	On Evt: [A] at 1523 NE 173 ST		Unit:K918
K918	327	E	En-Route	02/25/24 03:38:55	On Evt: [A] at 1523 NE 173 ST		Unit:K918
189	367	D	Dispatched	02/25/24 03:39:28	On Evt: [A] at 900 NE 182 TE		Unit:189
189	367	E	En-Route	02/25/24 03:39:28	On Evt: [A] at 900 NE 182 TE		Unit:189
380	0265	D	Dispatched	02/25/24 03:40:43	Stat/Beat: SGT		Unit:380
380	0265	E	En-Route	02/25/24 03:40:43	Stat/Beat: SGT		Unit:380
380	0265	A	Arrived	02/25/24 03:40:43	Stat/Beat: SGT		Unit:380
K918	327	A	Arrived	02/25/24 03:41:07			SBROWN
189	367	A	Arrived	02/25/24 03:42:20			Unit:189
114	369	A	Arrived	02/25/24 03:42:57			Unit:114
145	377	A	Arrived	02/25/24 03:43:34			Unit:145
352	383	T	Transport	02/25/24 03:43:50	To: STATION/ADULT MALE		SBROWN
189	367	L	Location Change	02/25/24 03:44:01	STATION		SBROWN
189	367	A	Arrived	02/25/24 03:47:09			Unit:189
K918	327	C	Cleared	02/25/24 03:49:59		C	Unit:K918
316	370	D	Dispatched	02/25/24 03:50:20	Out Srv: [OFFD] at DEANS GOLD		SBROWN
316	370	E	En-Route	02/25/24 03:50:20	Out Srv: [OFFD] at DEANS GOLD		SBROWN
316	370	A	Arrived	02/25/24 03:50:20	Out Srv: [OFFD] at DEANS GOLD		SBROWN
177	352	C	Cleared	02/25/24 03:54:05	09	09	SBROWN
194	368	D	Dispatched	02/25/24 03:56:50	Stat/Beat: Z6		SBROWN
194	368	E	En-Route	02/25/24 03:56:50	Stat/Beat: Z6		SBROWN
194	368	A	Arrived	02/25/24 03:56:50	Stat/Beat: Z6		SBROWN
194	368	L	Location Change	02/25/24 03:56:53	STATION		SBROWN
352	383	RES	{352} Request Rescue	02/25/24 03:57:46			SBROWN
114	369	C	Cleared	02/25/24 04:02:46	09	09	SBROWN
145	377	C	Cleared	02/25/24 04:02:49	09	09	SBROWN
189	367	M	Misc. Radio	02/25/24 05:13:17	QRU		SBROWN
380	0265	M	Misc. Radio	02/25/24 05:13:17	QRU		SBROWN
380	0265	M	Misc. Radio	02/25/24 05:13:25	QRU		SBROWN
189	367	M	Misc. Radio	02/25/24 05:13:25	QRU		SBROWN
380	0265	C	Cleared	02/25/24 05:35:41	09	09	SBROWN
194	368	T	Transport	02/25/24 06:29:18	To: TGK/ADULT MALE		SBROWN
352	383	C	Cleared	02/25/24 06:29:21	09	09	SBROWN
189	367	C	Cleared	02/25/24 06:52:24		09	Unit:189
316	370	C	Cleared	02/25/24 06:53:52	09	09	SBROWN
351	382	D	Dispatched	02/25/24 08:07:13	Stat/Beat: Z1		VADDERLE
351	382	E	En-Route	02/25/24 08:07:13	Stat/Beat: Z1		VADDERLE
351	382	L	Location Change	02/25/24 08:07:23	JMH WEST		VADDERLE
194	368	A	Arrived	02/25/24 08:12:52			VADDERLE
194	368	T	Transport	02/25/24 08:13:14	To: 39-JMH WEST/ADULT MALE		VADDERLE
194	368	A	Arrived	02/25/24 08:20:49			U117
351	382	A	Arrived	02/25/24 08:35:15			U117
351	382	T	Transport	02/25/24 10:08:40	1) To: 39-TGK/TRANSPORTING ADULT		U117
351	382	...	Transport...	02/25/24 10:08:40	2) JACKSON WEST		U117
194	368	C	Cleared	02/25/24 10:11:10	AFOI	AFOI	U117

Event ID: 24-015509 Call Ref #: 900 34 DISTURBANCE at 2355 NE 163 ST

351	382	A	Arrived	02/25/24 10:15:10		U117
351	382	M	Misc. Radio	02/25/24 10:47:38	QRU	U117
351	382	C	Cleared	02/25/24 11:23:23	09	U117

Event Log

Unit	Empl ID	Type	Description	Time Stamp	Comments (may truncate in portrait)	Close Code	User
		TR	Time Received	02/25/24 03:37:11	By: SELF		SBROWN
		FIN	Finished Call Taking	02/25/24 03:37:11			SBROWN
		ARM	Added Remarks	02/25/24 03:37:57			SBROWN
		ARM	Added Remarks	02/25/24 03:38:12			SBROWN
		ARM	Added Remarks	02/25/24 03:38:42			SBROWN
		SU	Slow Units	02/25/24 03:38:45			SBROWN
		ARM	Added Remarks	02/25/24 03:38:45			SBROWN
		ARM	Added Remarks	02/25/24 03:38:49			SBROWN
		ARM	Added Remarks	02/25/24 03:43:50			SBROWN
		VEV	Viewed Event	02/25/24 03:45:25	User First Viewed Event CAD		ISANCHEZ
		RPT	Requested Report#	02/25/24 03:50:22	NMB Report #2024-0225-02		SBROWN
		ARM	Added Remarks	02/25/24 03:57:46			SBROWN
		ARM	Added Remarks	02/25/24 03:58:01			SBROWN
		ARM	Added Remarks	02/25/24 03:58:27			ISANCHEZ
		CHG	Changed PrimeUnit	02/25/24 05:10:55	352 --> 194		Unit:194
		ARM	Added Remarks	02/25/24 06:29:17			SBROWN
		ARM	Added Remarks	02/25/24 06:32:12			ISANCHEZ
		VEV	Viewed Event	02/25/24 08:05:58	User First Viewed Event CAD		VADDERLE
		ARM	Added Remarks	02/25/24 08:13:13			VADDERLE
		RS	Reset Watchdog Timer	02/25/24 08:38:14	Units: 194 >>> 60Min.		VADDERLE
		VEV	Viewed Event	02/25/24 09:45:35	User First Viewed Event CAD		U117
		ARM	Added Remarks	02/25/24 10:08:40			U117
		ARM	Added Remarks	02/25/24 10:08:55			U117
		ARM	Added Remarks	02/25/24 10:11:03			U117
		ARM	Added Remarks	02/25/24 10:12:40			VADDERLE
		ARM	Added Remarks	02/25/24 11:23:20			U117

Event Notes Addendum

Notes {351} SUPP completed [02/25/24 11:23:20 U117]
TGK ADVISED [02/25/24 10:12:40 VADDERLEY]
{194} AFORM / OI completed [02/25/24 10:11:03 U117]
{351} Advise TGK male is combative [02/25/24 10:08:55 U117]
[351-TRANSPORT] {351} TRANSPORTING ADULT MALE TO TGK FROM JACKSON WEST [02/25/24 10:08:40 U117]
[194-TRANSPORT] {194} ADULT MALE [02/25/24 08:13:13 VADDERLEY]
TGK NOTIFIED OF COMBATIVE SUBJ [02/25/24 06:32:12 ISANCHEZ]
[194-TRANSPORT] {194} ADULT MALE [02/25/24 06:29:17 SBROWN]
MDFR STARTED ROUTINE [02/25/24 03:58:27 ISANCHEZ]
resc routine ref facial inj for a adult male prisoner [02/25/24 03:58:01 SBROWN]
UDTS: {352} Request Rescue [02/25/24 03:57:46 SBROWN]
[352-TRANSPORT] {352} ADULT MALE [02/25/24 03:43:50 SBROWN]
UDTS: {177} Clear the air [02/25/24 03:38:49 SBROWN]
UDTS: Slow Units [02/25/24 03:38:45 SBROWN]
UDTS: {177} Subject in Custody [02/25/24 03:38:42 SBROWN]
{352} STEP UNITS UP [02/25/24 03:38:12 SBROWN]
{352} START ROUTINE 15 [02/25/24 03:37:57 SBROWN]

COMMUNICATIONS

Event Report

Event ID: **24-021165**

Call Ref #: 613

Date/Time Received: 03/15/24 23:42:03

Rpt #:	Prime 387	Services Involved					
Call Source: SELF	Unit: PIERRE, STEVE	<table border="1" style="display: inline-table; border-collapse: collapse;"> <tr> <td style="width: 20px;">LAW</td> <td style="width: 20px;"></td> <td style="width: 20px;"></td> <td style="width: 20px;"></td> <td style="width: 20px;"></td> </tr> </table>	LAW				
LAW							

Location: 2355 NE 163 ST			
X-ST: NE 23 AV	Jur: NMB	Service: LAW	Agency: NMB
BISCAYNE BD	St/Beat: Z1	District:	RA: 248
Business: DEANS GOLD	Phone: (305) 956-5726		GP: Z1

Nature: 34 DISTURBANCE	Alarm Lvl: 1	Priority: 3	Medical Priority:
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Reclassified Nature:

Caller:	Alarm: 1
Addr:	Alarm Type:
Phone:	

Vehicle #:	St: FL	Report Only: No	Race:	Sex:	Age:
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Call Taker: ISANCHEZ	Console: DISP
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Geo-Verified Addr.: Yes	Nature Summary Code: DIST	Disposition: C	Close Comments:
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Notes: MV [03/16/24 03:35:50 Unit:K910]	
Made contact with two males who was causing a disturbance on scene. Both male was asked to leave and complied. Taw was issued and acknowledge. QRU/NR [03/16/24 00:13:28 Unit:387]	

Times

	Time From Call Received	
Call Received: 03/15/24 23:42:03		Unit Reaction: (1st Dispatch to 1st Arrive)
Call Routed: 03/15/24 23:42:03		En-Route: (1st Dispatch to 1st En-Route)
Call Take Finished: 03/15/24 23:42:03		On-Scene: 000:31:47 (1st Arrive to Last Clear)
1st Dispatch: 03/15/24 23:42:03	(Time Held)	
1st En-Route: 03/15/24 23:42:03		
1st Arrive: 03/15/24 23:42:03	(Reaction Time)	
Last Clear: 03/16/24 00:13:50	000:31:47	

Radio Log

Unit	Empl ID	Type	Description	Time Stamp	Comments (may truncate in portrait)	Close Code	User
387	357	D	Dispatched	03/15/24 23:42:03	Stat/Beat: Z2		ISANCHEZ
387	357	E	En-Route	03/15/24 23:42:03	Stat/Beat: Z2		ISANCHEZ
387	357	A	Arrived	03/15/24 23:42:03	Stat/Beat: Z2		ISANCHEZ
347	381	D	Dispatched	03/15/24 23:42:11	Stat/Beat: Z5		ISANCHEZ
347	381	E	En-Route	03/15/24 23:42:11	Stat/Beat: Z5		ISANCHEZ
347	381	A	Arrived	03/15/24 23:42:11	Stat/Beat: Z5		ISANCHEZ
387	357	C	Cleared	03/16/24 00:13:37		C	Unit:387
347	381	C	Cleared	03/16/24 00:13:50	09	09	ISANCHEZ

Event ID: 24-021165

Call Ref #: 613 34 DISTURBANCE at 2355 NE 163 ST

Event Log

Unit	Empl ID	Type	Description	Time Stamp	Comments (may truncate in portrait)	Close Code	User
		TR	Time Received	03/15/24 23:42:03	By: SELF		ISANCHEZ
		FIN	Finished Call Taking	03/15/24 23:42:03			ISANCHEZ
		RS	Reset Watchdog Timer	03/15/24 23:57:33	Units: 347,387 >>> 45Min.		ISANCHEZ
		ARM	Added Remarks	03/16/24 00:13:28			Unit:387
		VEV	Viewed Event	03/16/24 00:13:49	User First Viewed Event CAD		JPULGARO
		ARM	Added Remarks	03/16/24 03:35:50			Unit:K910

COMMUNICATIONS

Event Report

Event ID: 24-029008

Call Ref #: 543

Date/Time Received: 04/14/24 00:45:04

Rpt #: Call Source: PHONE	Prime 117 Unit: MELO, JENSEY	Services Involved				
		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; text-align: center;">LAW</td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>	LAW			
LAW						
Location: 2355 NE 163 ST						
X-ST: NE 23 AV BISCAYNE BD	Jur: NMB St/Beat: Z1	Service: LAW District: RA: 248				
Business: DEANS GOLD	Phone: (305) 956-5726	GP: Z1				
Nature: 32 ASSAULT AND BATTERY Alarm Lvl: 1 Priority: 3 Medical Priority:						
Reclassified Nature:						
Caller: WADE Addr: 2355 NE 163 ST	Phone: (402) 270-1086	Alarm: 1 Alarm Type:				
Vehicle #: St:	Report Only: No Race:	Sex: Age:				
Call Taker: ASNELL	Console: TT					
Geo-Verified Addr.: Yes	Nature Summary Code:	Disposition: C Close Comments:				

Notes: mm [04/14/24 04:07:47 Unit:230]
 Contact was made with Wade Eakes 11/19/92 who advised he feels he was wronged by the security guards at the listed location. Contact was made with Security Guard Frank at the listed location who advised Wade was intoxicated and began to berate staff at the listed location. Wade was then escorted out of the club by another patron and was never approached by security. Frank advised Wade was intoxicated and began to berate staff at the listed location. Wade advised he was home in Hollywood, FL and would not be returning to the scene. Wade also advised he will be addressing the matter with the district attorney's office. Wade was advised of his rights and remedies and issued an NMBPD case number. [04/14/24 01:50:59 Unit:117]
 {117} SPOKE WITH COMPL WHO ADVD HE WILL REMAIN AT HIS QTH IN HOLLYWOOD [04/14/24 01:17:57 ASNELL]
 compl advd he was 32'd by the bouncers / compl enr back to qth eta 3-5 mins [04/14/24 00:46:01 ASNELL]

Times

	Time From Call Received	
Call Received: 04/14/24 00:45:04		
Call Routed: 04/14/24 00:46:01	000:00:57	Unit Reaction: 000:16:15 (1st Dispatch to 1st Arrive)
Call Take Finished: 04/14/24 00:46:01	000:00:57	En-Route: (1st Dispatch to 1st En-Route)
1st Dispatch: 04/14/24 01:01:22	000:16:18 (Time Held)	On-Scene: 000:01:33 (1st Arrive to Last Clear)
1st En-Route: 04/14/24 01:01:22	000:16:18	
1st Arrive: 04/14/24 01:17:37	000:32:33 (Reaction Time)	
Last Clear: 04/14/24 01:19:10	000:34:06	

Radio Log

Unit	Empl ID	Type	Description	Time Stamp	Comments (may truncate in portrait)	Close Code	User
117	371	D	Dispatched	04/14/24 01:01:22	Out Evt: [A] at 17790 NE 19 AV		ISANCHEZ
117	371	E	En-Route	04/14/24 01:01:22	Out Evt: [A] at 17790 NE 19 AV		ISANCHEZ
117	371	A	Arrived	04/14/24 01:17:37			ASNELL
117	371	C	Cleared	04/14/24 01:19:10	C	C	ISANCHEZ

Event ID: 24-029008

Call Ref #: 543

32

ASSAULT AND BATTERY at 2355 NE 163 ST

Event Log

Unit	Empl ID	Type	Description	Time Stamp	Comments (may truncate in portrait)	Close Code	User
		TR	Time Received	04/14/24 00:45:04	By: PHONE		ASNELL
		ENT	Entered Street	04/14/24 00:45:07	2355 NE 163 ST		ASNELL
		ENT	Entered Nature	04/14/24 00:45:10	32 ASSAULT AND BATTERY		ASNELL
		ENT	Entered CallerName_C	04/14/24 00:45:12	WADE		ASNELL
		ENT	Entered CallerPhone	04/14/24 00:45:20	4022701086		ASNELL
		ENT	Entered Remarks	04/14/24 00:46:01			ASNELL
		FIN	Finished Call Taking	04/14/24 00:46:01			ASNELL
		VEV	Viewed Event	04/14/24 00:48:11	User First Viewed Event CAD		ISANCHEZ
		RS	Reset Watchdog Timer	04/14/24 01:14:28	Units: 117 >>> 45Min.		ISANCHEZ
		ARM	Added Remarks	04/14/24 01:17:57			ASNELL
		ARM	Added Remarks	04/14/24 01:50:59			Unit:117
		ARM	Added Remarks	04/14/24 04:07:47			Unit:230

COMMUNICATIONS

Event Report

Event ID: 24-030731

Call Ref #: 281

Date/Time Received: 04/20/24 02:33:24

Rpt #: 2024-0420-01

Prime 352

Services Involved

Call Source: SELF

Unit: RUIZ, DANIEL

LAW				
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Location: 2355 NE 163 ST

X-ST: NE 23 AV
BISCAYNE BD

Jur: NMB Service: LAW Agency: NMB

St/Beat: Z1 District: RA: 248

Business: DEANS GOLD

Phone: (305) 956-5726 GP: Z1

Nature: 34 DISTURBANCE

Alarm Lvl: 1 Priority: 3

Medical Priority:

Reclassified Nature:

Caller:

Alarm: 1

Addr:

Phone:

Alarm Type:

Vehicle #:

St: FL

Report Only: No

Race:

Sex:

Age:

Call Taker: U117

Console: DISP

Geo-Verified Addr.: Yes Nature Summary Code: DIST Disposition: R Close Comments:

Notes: {352} report will be written [04/20/24 03:40:44 U117]
M-132-801-92-878-0
TATIANA,A,MIFTAKHOVA
220 SE 2ND ST APT 2103 FT LAUDERDALE FL 33301
220 SE 2ND ST APT 2103 FT LAUDERDALE FL 33301
TYPE LIC: CLASS E OPERATOR DOB: 10/18/1992 HT: 503 RACE: W SEX: F
CURRENT LICENSE ISSUED: 01/07/2020 EXPIRES: 10/18/2028 REP. LIC. ISSUED 04/08/24
VALID LICENSE SOC SEC:277138653 [04/20/24 02:40:17 Unit:232]
K-361-418-94-685-0
IRINA,VITALIEVNA,KADYROVA
4389 SW 10TH PL APT 202 DEERFIELD BEACH FL 33442
4389 SW 10TH PL APT 202 DEERFIELD BEACH FL 33442
TYPE LIC: CLASS E OPERATOR DOB: 05/25/1994 HT: 502 RACE: W SEX: F
CURRENT LICENSE ISSUED: 02/26/2020 EXPIRES: 05/25/2027
VALID LICENSE SOC SEC:121417599 [04/20/24 02:39:59 Unit:232]

Times

Call Received: 04/20/24 02:33:24

Time From Call Received

Call Routed: 04/20/24 02:33:24

Unit Reaction: (1st Dispatch to 1st Arrive)

Call Take Finished: 04/20/24 02:33:24

En-Route: (1st Dispatch to 1st En-Route)

1st Dispatch: 04/20/24 02:33:24

(Time Held) On-Scene: 001:07:32 (1st Arrive to Last Clear)

1st En-Route: 04/20/24 02:33:24

1st Arrive: 04/20/24 02:33:24

(Reaction Time)

Last Clear: 04/20/24 03:40:56

001:07:32

Radio Log

Unit	Empl ID	Type	Description	Time Stamp	Comments (may truncate in portrait)	Close Code	User
232	374	D	Dispatched	04/20/24 02:33:24	Out Srv: [OFFD] at DEANS GOLD		U117

Event ID: 24-030731 Call Ref #: 281 **34** **DISTURBANCE at 2355 NE 163 ST**

232	374	E	En-Route	04/20/24 02:33:24	Out Srv: [OFFD] at DEANS GOLD		U117
232	374	A	Arrived	04/20/24 02:33:24	Out Srv: [OFFD] at DEANS GOLD		U117
352	383	D	Dispatched	04/20/24 02:33:38	Stat/Beat: OFFD;281		U117
352	383	E	En-Route	04/20/24 02:33:38	Stat/Beat: OFFD;281		U117
352	383	A	Arrived	04/20/24 02:33:38	Stat/Beat: OFFD;281		U117
177	352	D	Dispatched	04/20/24 02:34:29	Stat/Beat: Z6		Unit:177
177	352	E	En-Route	04/20/24 02:34:29	Stat/Beat: Z6		Unit:177
177	352	A	Arrived	04/20/24 02:36:35			Unit:177
177	352	C	Cleared	04/20/24 03:20:19		09	Unit:177
232	374	C	Cleared	04/20/24 03:40:37	09	09	U117
352	383	C	Cleared	04/20/24 03:40:56	R	R	U117

Event Log

Unit	Empl ID	Type	Description	Time Stamp	Comments (may truncate in portrait)	Close Code	User
		TR	Time Received	04/20/24 02:33:24	By: SELF		U117
		FIN	Finished Call Taking	04/20/24 02:33:24			U117
		ARM	Added Remarks	04/20/24 02:39:59			Unit:232
		ARM	Added Remarks	04/20/24 02:40:17			Unit:232
		VEV	Viewed Event	04/20/24 02:40:39	User First Viewed Event CAD		ASNELL
		RPT	Requested Report#	04/20/24 02:42:52	NMB Report #2024-0420-01	Unit:232	Unit:232
		CHG	Changed PrimeUnit	04/20/24 03:24:17	232 --> 352		Unit:352
		ARM	Added Remarks	04/20/24 03:40:44			U117

COMMUNICATIONS

Event Report

Event ID: 24-039424

Call Ref #: 62

Date/Time Received: 05/24/24 04:29:22

Rpt #:	Prime 161	Services Involved	
Call Source: PHONE	Unit: OSORIO, JAIME	LAW	
Location: 2355 NE 163 ST		Jur: NMB	Service: LAW Agency: NMB
X-ST: NE 23 AV		St/Beat: Z1	District: RA: 248
X-ST: BISCAYNE BD		Phone: (305) 956-5726	GP: Z1
Business: DEANS GOLD			
Nature: 34 DISTURBANCE	Alarm Lvl: 1	Priority: 1	Medical Priority:
Reclassified Nature:			
Caller: MDPD		Phone: (619) 572-4872	Alarm: 1
Addr: 2355 NE 163 ST			Alarm Type:
Vehicle #:	St:	Report Only: No	Race: Sex: Age:
Call Taker: SBROWN		Console: CALL3	
Geo-Verified Addr.: Yes	Nature Summary Code: DIST	Disposition: C	Close Comments:

Notes: AW [05/24/24 05:28:09 Unit:320]
 Made contact with Andrew White DOB: 05/12/1984. White stated he was thrown out of the club after an argument with the bartender. The bartender, Daniel Garland DOB: 8/8/1977 stated white became aggressive after not being able to pay his tab. White refused police assistance. At this time the club did not wish to TAW White. White left the club via Uber without incident.
 QRU/NR [05/24/24 04:55:05 Unit:161]
 UDTs: {320} Clear the air [05/24/24 04:32:47 ISANCHEZ]
 VIOLENT DISPUTE ALSO HEARD ON A OPEN LINE [05/24/24 04:31:02 SBROWN]
 COMP QRXING OUTSIDE THE QTH [05/24/24 04:30:49 SBROWN]
 subj is the bartender whi male all blk clothing [05/24/24 04:29:50 SBROWN]

Times

Call Received: 05/24/24 04:29:22	<u>Time From Call Received</u>	
Call Routed: 05/24/24 04:29:36	000:00:14	Unit Reaction: 000:01:36 (1st Dispatch to 1st Arrive)
Call Take Finished: 05/24/24 04:29:36	000:00:14	En-Route: (1st Dispatch to 1st En-Route)
1st Dispatch: 05/24/24 04:30:02	000:00:40 (Time Held)	On-Scene: 000:23:30 (1st Arrive to Last Clear)
1st En-Route: 05/24/24 04:30:02	000:00:40	
1st Arrive: 05/24/24 04:31:38	000:02:16 (Reaction Time)	
Last Clear: 05/24/24 04:55:08	000:25:46	

Radio Log

Unit	Empl ID	Type	Description	Time Stamp	Comments (may truncate in portrait)	Close Code	User
138	364	D	Dispatched	05/24/24 04:30:02	Stat/Beat: Z6		ISANCHEZ
138	364	E	En-Route	05/24/24 04:30:02	Stat/Beat: Z6		ISANCHEZ
161	384	D	Dispatched	05/24/24 04:30:02	Stat/Beat: Z1		ISANCHEZ
161	384	E	En-Route	05/24/24 04:30:02	Stat/Beat: Z1		ISANCHEZ
347	381	D	Dispatched	05/24/24 04:30:20	Stat/Beat: Z4		ISANCHEZ

Event ID: 24-039424 Call Ref #: 62 **34** **DISTURBANCE at 2355 NE 163 ST**

347	381	E	En-Route	05/24/24 04:30:20	Stat/Beat: Z4		ISANCHEZ
116	370	D	Dispatched	05/24/24 04:30:27	Stat/Beat: Z5		Unit:116
116	370	E	En-Route	05/24/24 04:30:27	Stat/Beat: Z5		Unit:116
320	297	D	Dispatched	05/24/24 04:30:51	Stat/Beat: SUP		ISANCHEZ
320	297	E	En-Route	05/24/24 04:30:51	Stat/Beat: SUP		ISANCHEZ
161	384	A	Arrived	05/24/24 04:31:38			ISANCHEZ
347	381	A	Arrived	05/24/24 04:32:11			Unit:347
138	364	A	Arrived	05/24/24 04:32:34			Unit:138
320	297	A	Arrived	05/24/24 04:32:40			SBROWN
116	370	A	Arrived	05/24/24 04:32:45			ISANCHEZ
320	297	CA	{320} Clear the air	05/24/24 04:32:47			ISANCHEZ
320	297	C	Cleared	05/24/24 04:40:47		09	Unit:320
116	370	C	Cleared	05/24/24 04:53:28		C	Unit:116
138	364	X	Canceled	05/24/24 04:53:38	Pre-empted to Event # 64		ISANCHEZ
347	381	X	Canceled	05/24/24 04:53:38	Pre-empted to Event # 64		ISANCHEZ
161	384	C	Cleared	05/24/24 04:55:08		C	Unit:161

Event Log

Unit	Empl ID	Type	Description	Time Stamp	Comments (may truncate in portrait)	Close Code	User
		TR	Time Received	05/24/24 04:29:22	By: PHONE		SBROWN
		DLS	Duplicate List	05/24/24 04:29:30	Potential Duplicate Events Listed (1		SBROWN
		ENT	Entered Street	05/24/24 04:29:32	2355 NE 163 ST		SBROWN
		ENT	Entered Nature	05/24/24 04:29:36	232 ASSAULT IN PROG		SBROWN
		FIN	Finished Call Taking	05/24/24 04:29:36			SBROWN
		ENT	Entered Remarks	05/24/24 04:29:50			SBROWN
		ENT	Entered CallerPhone	05/24/24 04:30:00	6195724872		SBROWN
		ARM	Added Remarks	05/24/24 04:30:49			SBROWN
		ARM	Added Remarks	05/24/24 04:31:02			SBROWN
		ENT	Entered CallerName_C	05/24/24 04:31:12	MDPD		SBROWN
		ARM	Added Remarks	05/24/24 04:32:47			ISANCHEZ
		RS	Reset Watchdog Timer	05/24/24 04:37:41	Units: 347,138,161,116,320 >>> 45Min.		ISANCHEZ
		CHG	Changed Nature	05/24/24 04:49:54	232 ASSAULT IN PROG --> 34 DIST		Unit:161
		ARM	Added Remarks	05/24/24 04:55:05			Unit:161
		ARM	Added Remarks	05/24/24 05:28:09			Unit:320

COMMUNICATIONS

Event Report

Event ID: **24-039669**

Call Ref #: 312

Date/Time Received: 05/25/24 05:44:59

Rpt #:	Prime 116	Services Involved					
Call Source: PHONE	Unit: SAINT AMOUR, MICHEL	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%; text-align: center;">LAW</td> <td style="width: 20%;"></td> <td style="width: 20%;"></td> <td style="width: 20%;"></td> <td style="width: 20%;"></td> </tr> </table>	LAW				
LAW							

Location: 2355 NE 163 ST			
X-ST: <i>NE 23 AV</i>	Jur: NMB	Service: LAW	Agency: NMB
<i>BISCAYNE BD</i>	St/Beat: Z1	District:	RA: 248
Business: DEANS GOLD	Phone: (305) 956-5726		GP: Z1

Nature: 34CD CUSTOMER DISPUTE	Alarm Lvl: 1	Priority: 3	Medical Priority:
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Reclassified Nature:

Caller: MDPD / OPER 106	Alarm: 1
Addr: 2355 NE 163 ST	Phone: (401) 543-6240
	Alarm Type:

Vehicle #:	St:	Report Only: No	Race:	Sex:	Age:
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Call Taker: ISANCHEZ	Console: DISP
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Geo-Verified Addr.: Yes	Nature Summary Code:	DIST	Disposition: C	Close Comments:
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Notes: Comp left prior police arrival. QR/NR [05/25/24 06:23:05 Unit:116]
 DISP WITH THE SEC GUARD [05/25/24 05:45:28 ISANCHEZ]

Times

	Time From Call Received	
Call Received: 05/25/24 05:44:59		
Call Routed: 05/25/24 05:45:34	000:00:35	Unit Reaction: 000:04:53 (1st Dispatch to 1st Arrive)
Call Take Finished: 05/25/24 05:45:34	000:00:35	En-Route: (1st Dispatch to 1st En-Route)
1st Dispatch: 05/25/24 05:46:20	000:01:21 (Time Held)	On-Scene: 000:50:48 (1st Arrive to Last Clear)
1st En-Route: 05/25/24 05:46:20	000:01:21	
1st Arrive: 05/25/24 05:51:13	000:06:14 (Reaction Time)	
Last Clear: 05/25/24 06:42:01	000:57:02	

Radio Log

Unit	Empl ID	Type	Description	Time Stamp	Comments (may truncate in portrait)	Close Code	User
161	384	D	Dispatched	05/25/24 05:46:20	Stat/Beat: Z1		ISANCHEZ
161	384	E	En-Route	05/25/24 05:46:20	Stat/Beat: Z1		ISANCHEZ
177	352	D	Dispatched	05/25/24 05:46:27	Stat/Beat: Z4		ISANCHEZ
177	352	E	En-Route	05/25/24 05:46:27	Stat/Beat: Z4		ISANCHEZ
318	372	D	Dispatched	05/25/24 05:46:33	On Evt: [A] at AVENTURA HOSPITAL		Unit:318
318	372	E	En-Route	05/25/24 05:46:33	On Evt: [A] at AVENTURA HOSPITAL		Unit:318
177	352	X	Canceled	05/25/24 05:47:03	Pre-empted to Event # 279		ISANCHEZ
177	352	D	Dispatched	05/25/24 05:47:08	Stat/Beat: Z4		ISANCHEZ
177	352	E	En-Route	05/25/24 05:47:08	Stat/Beat: Z4		ISANCHEZ
116	370	D	Dispatched	05/25/24 05:47:12	Stat/Beat: Z2		ISANCHEZ

Event ID: 24-039669

Call Ref #: 312

34CD CUSTOMER DISPUTE at 2355 NE 163 ST

116	370	E	En-Route	05/25/24 05:47:12	Stat/Beat: Z2		ISANCHEZ
161	384	X	Canceled	05/25/24 05:47:15	116		ISANCHEZ
232	374	D	Dispatched	05/25/24 05:47:56	Stat/Beat: Z3		Unit:232
232	374	E	En-Route	05/25/24 05:47:56	Stat/Beat: Z3		Unit:232
177	352	A	Arrived	05/25/24 05:51:13			Unit:177
232	374	A	Arrived	05/25/24 05:51:29			Unit:232
318	372	A	Arrived	05/25/24 05:52:25			Unit:318
177	352	C	Cleared	05/25/24 06:18:18		09	Unit:177
232	374	C	Cleared	05/25/24 06:24:04		09	Unit:232
116	370	C	Cleared	05/25/24 06:31:33		C	Unit:116
318	372	C	Cleared	05/25/24 06:42:01	C	C	ISANCHEZ

Event Log

Unit	Empl ID	Type	Description	Time Stamp	Comments (may truncate in portrait)	Close Code	User
		TR	Time Received	05/25/24 05:44:59	By: PHONE		ISANCHEZ
		DLS	Duplicate List	05/25/24 05:45:06	Potential Duplicate Events Listed (5		ISANCHEZ
		ENT	Entered Street	05/25/24 05:45:07	2355 NE 163 ST		ISANCHEZ
		ENT	Entered Nature	05/25/24 05:45:09	34CD CUSTOMER DISPUTE		ISANCHEZ
		ENT	Entered CallerPhone	05/25/24 05:45:13	4015436240		ISANCHEZ
		ENT	Entered Remarks	05/25/24 05:45:28			ISANCHEZ
		ENT	Entered CallerName_C	05/25/24 05:45:34	MDPD / OPER 106		ISANCHEZ
		FIN	Finished Call Taking	05/25/24 05:45:34			ISANCHEZ
		CHG	Changed PrimeUnit	05/25/24 05:47:19	318 --> 116		ISANCHEZ
		ARM	Added Remarks	05/25/24 06:23:05			Unit:116

COMMUNICATIONS

Event Report

Event ID: 24-045670

Call Ref #: 375

Date/Time Received: 06/16/24 17:00:35

Rpt #: 2024-0616-13	Prime 322	Services Involved					
Call Source: PHONE	Unit: ELDER, ROBERT	<table border="1"><tr><td>LAW</td><td></td><td></td><td></td><td></td></tr></table>	LAW				
LAW							

Location: 2355 NE 163 ST

X-ST: NE 23 AV
BISCAYNE BD

Jur: NMB Service: LAW Agency: NMB

St/Beat: Z1 District: RA: 248

Business: DEANS GOLD

Phone: (305) 956-5726

GP: Z1

Nature: 14IN INVESTIGATION

Alarm Lvl: 1 Priority: 3

Medical Priority:

Reclassified Nature:

Caller: NOEL BERES
Addr: 100 KINGS POINT DR

Phone: (786) 557-6125

Alarm: 1
Alarm Type:

Vehicle #: St: Report Only: No Race: Sex: Age:

Call Taker: KALADIN Console: DT109

Geo-Verified Addr.: Yes Nature Summary Code: Disposition: R Close Comments:

Notes: **PHONE REPORT** [06/16/24 17:04:18 KALADIN]
DELAYED REPORT [06/16/24 17:02:32 KALADIN]
compl adv he got thrown out of the club and sustained injuries incident occurred on friday night 06/14/2024. [06/16/24 17:02:11 KALADIN]

Times

	Time From Call Received		
Call Received: 06/16/24 17:00:35		Unit Reaction:	(1st Dispatch to 1st Arrive)
Call Routed: 06/16/24 17:02:11	000:01:36	En-Route:	(1st Dispatch to 1st En-Route)
Call Take Finished: 06/16/24 17:02:11	000:01:36	On-Scene:	(1st Arrive to Last Clear)
1st Dispatch: 06/16/24 17:16:24	000:15:49 (Time Held)		
1st En-Route: 06/16/24 17:16:24	000:15:49		
1st Arrive:			(Reaction Time)
Last Clear: 06/16/24 17:52:46	000:52:11		

Radio Log

Unit	Empl ID	Type	Description	Time Stamp	Comments (may truncate in portrait)	Close Code	User
322	288	D	Dispatched	06/16/24 17:16:24	Stat/Beat: Z1		U117
322	288	E	En-Route	06/16/24 17:16:24	Stat/Beat: Z1		U117
322	288	L	Location Change	06/16/24 17:16:27	PHONE RPT		U117
322	288	C	Cleared	06/16/24 17:52:46		R	Unit:322

Event Log

Unit	Empl ID	Type	Description	Time Stamp	Comments (may truncate in portrait)	Close Code	User
		TR	Time Received	06/16/24 17:00:35	By: PHONE		KALADIN
		DLS	Duplicate List	06/16/24 17:00:44	Potential Duplicate Events Listed (4		KALADIN

ENT	Entered Street	06/16/24 17:00:47	2355 NE 163 ST	KALADIN
ENT	Entered Nature	06/16/24 17:01:00	14IN INVESTIGATION	KALADIN
ENT	Entered Remarks	06/16/24 17:02:11		KALADIN
FIN	Finished Call Taking	06/16/24 17:02:11		KALADIN
ARM	Added Remarks	06/16/24 17:02:32		KALADIN
VEV	Viewed Event	06/16/24 17:03:08	User First Viewed Event CAD	U117
ENT	Entered CallerName_C	06/16/24 17:03:16	NOEL BERES	KALADIN
ENT	Entered CallerPhone	06/16/24 17:03:37		KALADIN
CHG	Changed CallerAddress	06/16/24 17:03:42	2355 NE 163 ST -->	KALADIN
ENT	Entered CallerPhone	06/16/24 17:03:48	7865576125	KALADIN
ENT	Entered CallerAddress	06/16/24 17:04:05	100 KINGS POINT DR	KALADIN
ARM	Added Remarks	06/16/24 17:04:18		KALADIN
RPT	Requested Report#	06/16/24 17:24:08	NMB Report #2024-0616-13 Unit:322	Unit:322

COMMUNICATIONS

Event Report

Event ID: **24-045564**

Call Ref #: 268

Date/Time Received: 06/16/24 02:17:10

Rpt #: 2024-0616-04	Prime 116	Services Involved	
Call Source: SELF	Unit: SAINT AMOUR, MICHEL	LAW	
Location: 2355 NE 163 ST		Jur: NMB	Service: LAW
X-ST: NE 23 AV		St/Beat: Z1	Agency: NMB
X-ST: BISCAYNE BD		District:	RA: 248
Business: DEANS GOLD		Phone: (305) 956-5726	GP: Z1
Nature: 232 ASSAULT IN PROG	Alarm Lvl: 1	Priority: 1	Medical Priority:
Reclassified Nature:			
Caller:		Alarm: 1	
Addr: 2355 NE 163 ST	Phone:	Alarm Type:	
Vehicle #:	St:	Report Only: No	Race: Sex: Age:
Call Taker: ISANCHEZ	Console: TT		
Geo-Verified Addr.: Yes	Nature Summary Code:	Disposition: C	Close Comments:
Notes: UDTs: {K910} Rescue Arrival [06/16/24 02:27:52 ISANCHEZ] MDFR STARTED ON A 3 [06/16/24 02:20:08 ISANCHEZ] {117} START MDFR REFERENCE FACIAL INJS [06/16/24 02:19:29 ISANCHEZ] UDTs: {117} Slow Units [06/16/24 02:17:48 ISANCHEZ] UDTs: {117} Clear the air [06/16/24 02:17:46 ISANCHEZ]			

Times

	Time From Call Received	
Call Received: 06/16/24 02:17:10		
Call Routed: 06/16/24 02:17:20	000:00:10	Unit Reaction: (1st Dispatch to 1st Arrive)
Call Take Finished: 06/16/24 02:17:20	000:00:10	En-Route: (1st Dispatch to 1st En-Route)
1st Dispatch: 06/16/24 02:17:22	000:00:12 (Time Held)	On-Scene: 001:19:14 (1st Arrive to Last Clear)
1st En-Route: 06/16/24 02:17:22	000:00:12	
1st Arrive: 06/16/24 02:17:22	000:00:12 (Reaction Time)	
Last Clear: 06/16/24 03:36:36	001:19:26	

Radio Log

Unit	Empl ID	Type	Description	Time Stamp	Comments (may truncate in portrait)	Close Code	User
116	370	D	Dispatched	06/16/24 02:17:22	Out Srv: [OFFD] at DEANS GOLD		ISANCHEZ
116	370	E	En-Route	06/16/24 02:17:22	Out Srv: [OFFD] at DEANS GOLD		ISANCHEZ
116	370	A	Arrived	06/16/24 02:17:22	Out Srv: [OFFD] at DEANS GOLD		ISANCHEZ
117	371	D	Dispatched	06/16/24 02:17:27	Stat/Beat: Z2		ISANCHEZ
117	371	E	En-Route	06/16/24 02:17:27	Stat/Beat: Z2		ISANCHEZ
117	371	A	Arrived	06/16/24 02:17:27	Stat/Beat: Z2		ISANCHEZ
177	352	D	Dispatched	06/16/24 02:17:29	Stat/Beat: Z4		Unit:177
177	352	E	En-Route	06/16/24 02:17:29	Stat/Beat: Z4		Unit:177

145	377	D	Dispatched	06/16/24 02:17:29	Stat/Beat: Z5		ISANCHEZ
145	377	E	En-Route	06/16/24 02:17:29	Stat/Beat: Z5		ISANCHEZ
161	384	D	Dispatched	06/16/24 02:17:38	Stat/Beat: TRAN		ISANCHEZ
161	384	E	En-Route	06/16/24 02:17:38	Stat/Beat: TRAN		ISANCHEZ
117	371	CA	{117} Clear the air	06/16/24 02:17:46			ISANCHEZ
117	371	SU	{117} Slow Units	06/16/24 02:17:48			ISANCHEZ
177	352	A	Arrived	06/16/24 02:19:03			Unit:177
K910	326	D	Dispatched	06/16/24 02:27:49	Stat/Beat: SGT		ISANCHEZ
K910	326	E	En-Route	06/16/24 02:27:49	Stat/Beat: SGT		ISANCHEZ
K910	326	A	Arrived	06/16/24 02:27:49	Stat/Beat: SGT		ISANCHEZ
K910	326	RA	{K910} Rescue Arrival	06/16/24 02:27:52			ISANCHEZ
161	384	C	Cleared	06/16/24 02:31:32	C	C	SANDERSO
145	377	C	Cleared	06/16/24 02:32:13	C	C	SANDERSO
151	382	D	Dispatched	06/16/24 02:33:37	Stat/Beat: Z3		SANDERSO
151	382	E	En-Route	06/16/24 02:33:37	Stat/Beat: Z3		SANDERSO
151	382	A	Arrived	06/16/24 02:33:54			SANDERSO
151	382	C	Cleared	06/16/24 03:02:24	C	C	SANDERSO
177	352	C	Cleared	06/16/24 03:05:58		09	Unit:177
K910	326	C	Cleared	06/16/24 03:13:52	C	C	SANDERSO
117	371	X	Canceled	06/16/24 03:17:52	Pre-empted to Event # 24045565		Unit:117
116	370	C	Cleared	06/16/24 03:36:36	C	C	SANDERSO

Event Log

Unit	Empl ID	Type	Description	Time Stamp	Comments (may truncate in portrait)	Close Code	User
		TR	Time Received	06/16/24 02:17:10	By: PHONE		ISANCHEZ
		DLS	Duplicate List	06/16/24 02:17:13	Potential Duplicate Events Listed (1		ISANCHEZ
		ENT	Entered Street	06/16/24 02:17:14	2355 NE 163 ST		ISANCHEZ
		ENT	Entered Nature	06/16/24 02:17:17	315 AOA WITH INJ		ISANCHEZ
		CHG	Changed Nature	06/16/24 02:17:18	315 AOA WITH INJ --> 232 ASSAULT		ISANCHEZ
		FIN	Finished Call Taking	06/16/24 02:17:20			ISANCHEZ
		ARM	Added Remarks	06/16/24 02:17:46			ISANCHEZ
		ARM	Added Remarks	06/16/24 02:17:48			ISANCHEZ
		CHG	Changed CallSource	06/16/24 02:17:57	PHONE --> SELF		ISANCHEZ
		VEV	Viewed Event	06/16/24 02:18:11	User First Viewed Event CAD		SANDERSO
		ARM	Added Remarks	06/16/24 02:19:29			ISANCHEZ
		ARM	Added Remarks	06/16/24 02:20:08			ISANCHEZ
		ARM	Added Remarks	06/16/24 02:27:52			ISANCHEZ
		RS	Reset Watchdog Timer	06/16/24 02:27:54	Units: 116,177,117,K910 >>> 45Min.		ISANCHEZ
		RS	Reset Watchdog Timer	06/16/24 02:27:56	Units: 161,145 >>> 45Min.		ISANCHEZ
		RPT	Requested Report#	06/16/24 02:33:42	NMB Report #2024-0616-04		SANDERSO

COMMUNICATIONS

Event Report

Event ID: 24-058040

Call Ref #: 876

Date/Time Received: 08/01/24 05:00:40

Rpt #: 2024-0801-05	Prime 114	Services Involved		
Call Source: RADIO	Unit: QUINONES, KEENEN	LAW		
Location: 2355 NE 163 ST				
X-ST: NE 23 AV		Jur: NMB	Service: LAW	Agency: NMB
BISCAYNE BD		St/Beat: Z1	District:	RA: 248
Business: DEANS GOLD		Phone: (305) 956-5726		GP: Z1
Nature: 43 BAKER ACT	Alarm Lvl: 1	Priority: 1	Medical Priority:	
Reclassified Nature:				
Caller: MDPD DISP			Alarm: 1	
Addr: 2355 NE 163 ST		Phone: (305) 464-5643	Alarm Type:	
Vehicle #:	St:	Report Only: No	Race:	Sex: Age:
Call Taker: U117	Console: TT			
Geo-Verified Addr.: Yes	Nature Summary Code:	Disposition: R	Close Comments:	

Notes: {114} ARRIVAL [08/01/24 05:26:48 AMEJIAS]
{114-TRANSPORT} {114} ADULT MALE [08/01/24 05:19:53 AMEJIAS]
{114} SIGNAL CHANGED TO 43 [08/01/24 05:19:21 AMEJIAS]
UDTS: {114} Slow Units [08/01/24 05:05:21 U117]
UDTS: {114} Clear the air [08/01/24 05:05:19 U117]
occurring at Deans Gold - received via Carbyne
male is a signal 35 and a female [08/01/24 05:04:23 U117]
received via Lat/Long
violent dispute between male and female [08/01/24 05:00:58 U117]

Times

	Time From Call Received	
Call Received: 08/01/24 05:00:40		
Call Routed: 08/01/24 05:01:06	000:00:26	Unit Reaction: 000:02:45 (1st Dispatch to 1st Arrive)
Call Take Finished: 08/01/24 05:01:06	000:00:26	En-Route: (1st Dispatch to 1st En-Route)
1st Dispatch: 08/01/24 05:01:55	000:01:15 (Time Held)	On-Scene: 001:22:16 (1st Arrive to Last Clear)
1st En-Route: 08/01/24 05:01:55	000:01:15	
1st Arrive: 08/01/24 05:04:40	000:04:00 (Reaction Time)	
Last Clear: 08/01/24 06:26:56	001:26:16	

Radio Log

Unit	Empl ID	Type	Description	Time Stamp	Comments (may truncate in portrait)	Close Code	User
114	369	D	Dispatched	08/01/24 05:01:55	Stat/Beat: Z1;876		U117
114	369	E	En-Route	08/01/24 05:01:55	Stat/Beat: Z1;876		U117
114	369	M	Misc. Radio	08/01/24 05:02:04	STARTING 163/18		U117
K918	327	D	Dispatched	08/01/24 05:02:14	Stat/Beat: Z5		U117
K918	327	E	En-Route	08/01/24 05:02:14	Stat/Beat: Z5		U117

Event ID: 24-058040

Call Ref #: 876

43

BAKER ACT at 2355 NE 163 ST

K918	327	M	Misc. Radio	08/01/24 05:02:24	STARTING 167/12		U117
114	369	A	Arrived	08/01/24 05:04:40			U117
114	369	CA	{114} Clear the air	08/01/24 05:05:19			U117
114	369	SU	{114} Slow Units	08/01/24 05:05:21			U117
K918	327	A	Arrived	08/01/24 05:09:33			AMEJIAS
K918	327	M	Misc. Radio	08/01/24 05:12:19	QRU		AMEJIAS
114	369	M	Misc. Radio	08/01/24 05:17:12	QRU		AMEJIAS
114	369	T	Transport	08/01/24 05:19:53	To: AVENTURA/ADULT MALE		AMEJIAS
114	369	A	Arrived	08/01/24 05:25:32			AMEJIAS
114	369	C	Cleared	08/01/24 06:14:11		R	Unit:114
K918	327	C	Cleared	08/01/24 06:26:56	C	C	AMEJIAS

Event Log

Unit	Empl ID	Type	Description	Time Stamp	Comments (may truncate in portrait)	Close Code	User
		TR	Time Received	08/01/24 05:00:40	By: PHONE		U117
		DLS	Duplicate List	08/01/24 05:00:44	Potential Duplicate Events Listed (1		U117
		ENT	Entered Street	08/01/24 05:00:47	2355 NE 163 ST		U117
		ENT	Entered Remarks	08/01/24 05:00:58			U117
		CHG	Changed CallSource	08/01/24 05:01:00	PHONE --> RADIO		U117
		ENT	Entered Nature	08/01/24 05:01:01	234 DISTURBANCE POSS INJ		U117
		ENT	Entered CallerName_C	08/01/24 05:01:03	MDPD DISP		U117
		ENT	Entered CallerPhone	08/01/24 05:01:06	3054645643		U117
		ENT	Entered CallerPhone	08/01/24 05:01:06	3054645643		U117
		FIN	Finished Call Taking	08/01/24 05:01:06			U117
		ARM	Added Remarks	08/01/24 05:04:23			U117
		VEV	Viewed Event	08/01/24 05:04:29	User First Viewed Event CAD		AMEJIAS
		ARM	Added Remarks	08/01/24 05:05:19			U117
		ARM	Added Remarks	08/01/24 05:05:21			U117
		VPR	Viewed Premise	08/01/24 05:09:50	Location Information		AMEJIAS
		VCH	Viewed Call History	08/01/24 05:09:53	Location Information		AMEJIAS
		ARM	Added Remarks	08/01/24 05:19:21			AMEJIAS
		RS	Reset Watchdog Timer	08/01/24 05:19:27	Units: 114,K918		AMEJIAS
		CHG	Changed Nature	08/01/24 05:19:27	234 DISTURBANCE POSS INJ --> 43		AMEJIAS
		CHG	Changed Priority	08/01/24 05:19:29	3 --> 1		AMEJIAS
		ARM	Added Remarks	08/01/24 05:19:53			AMEJIAS
		RPT	Requested Report#	08/01/24 05:23:19	NMB Report #2024-0801-05 Unit:114		Unit:114
		ARM	Added Remarks	08/01/24 05:26:48			AMEJIAS
		RS	Reset Watchdog Timer	08/01/24 05:37:04	Units: 114 >>> 60Min.		AMEJIAS
		RS	Reset Watchdog Timer	08/01/24 05:37:09	Units: K918 >>> 30Min.		AMEJIAS

COMMUNICATIONS

Event Report

Event ID: 24-060764

Call Ref #: 630

Date/Time Received: 08/12/24 01:31:01

Rpt #: 2024-0812-03

Prime 161

Services Involved

Call Source: PHONE

Unit: OSORIO, JAIME

LAW

Location: 2355 NE 163 ST

X-ST: NE 23 AV

BISCAYNE BD

Jur: NMB

Service: LAW

Agency: NMB

St/Beat: Z1

District:

RA: 248

Business: DEANS GOLD

Phone: (305) 956-5726

GP: Z1

Nature: 26V BURGLARY TO A VEH

Alarm Lvl: 1 Priority: 3

Medical Priority:

Reclassified Nature:

Caller: FRANK/ SECURITY

Addr: 2355 NE 163 ST

Phone: (305) 308-3524

Alarm: 1

Alarm Type:

Vehicle #:

St:

Report Only: No

Race:

Sex:

Age:

Call Taker: VCESAR

Console: TT

Geo-Verified Addr.: Yes

Nature Summary Code:

BURG

Disposition: R

Close Comments:

Notes: VEH DESCRIPTIONS, NOT PROVIDED [08/12/24 01:32:13 VCESAR]
3 VEH IN THE REAR, 15 WITH SECURITY [08/12/24 01:31:59 VCESAR]

Times

Call Received: 08/12/24 01:31:01

Time From Call Received

Call Routed: 08/12/24 01:31:59

000:00:58

Unit Reaction: 000:05:14 (1st Dispatch to 1st Arrive)

Call Take Finished: 08/12/24 01:31:59

000:00:58

En-Route: (1st Dispatch to 1st En-Route)

1st Dispatch: 08/12/24 01:36:56

000:05:55 (Time Held)

On-Scene: 001:36:21 (1st Arrive to Last Clear)

1st En-Route: 08/12/24 01:36:56

000:05:55

1st Arrive: 08/12/24 01:42:10

000:11:09 (Reaction Time)

Last Clear: 08/12/24 03:18:31

001:47:30

Radio Log

Unit	Empl ID	Type	Description	Time Stamp	Comments (may truncate in portrait)	Close Code	User
161	384	D	Dispatched	08/12/24 01:36:56	Stat/Beat: Z1		U10
161	384	E	En-Route	08/12/24 01:36:56	Stat/Beat: Z1		U10
161	384	A	Arrived	08/12/24 01:42:10			Unit:161
117	371	D	Dispatched	08/12/24 01:42:13	Stat/Beat: Z2		Unit:117
117	371	E	En-Route	08/12/24 01:42:13	Stat/Beat: Z2		Unit:117
117	371	A	Arrived	08/12/24 02:10:33			Unit:117
161	384	ENT	Entered Vehicleid	08/12/24 02:28:06	[Vin:] 5XXG64J21PG180618 [licpl_no:]		Unit:161
161	384	ENT	Entered Vehicleid	08/12/24 02:30:36	[Vin:] JN8BT3AA6PW003215 [licpl_no:]		Unit:161
161	384	ENT	Entered Vehicleid	08/12/24 02:31:21	[Vin:] 5J6TF2H50BL005444 [licpl_no:] B		Unit:161
161	384	C	Cleared	08/12/24 03:12:58		R	Unit:161

Event ID: 24-060764

Call Ref #: 630

26V BURGLARY TO A VEH at 2355 NE 163 ST

117 371 C Cleared 08/12/24 03:18:31 C C U10

Event Log

Unit	Empl ID	Type	Description	Time Stamp	Comments (may truncate in portrait)	Close Code	User
		TR	Time Received	08/12/24 01:31:01	By: PHONE		VCESAR
		DLS	Duplicate List	08/12/24 01:31:02	Potential Duplicate Events Listed (7		VCESAR
		ENT	Entered Street	08/12/24 01:31:03	2355 NE 163 ST		VCESAR
		ENT	Entered Nature	08/12/24 01:31:06	26V BURGLARY TO A VEH		VCESAR
		ENT	Entered CallerName_C	08/12/24 01:31:12	FRANK		VCESAR
		CHG	Changed CallerName_	08/12/24 01:31:18	FRANK --> FRANK/ SECURITY		VCESAR
		ENT	Entered CallerPhone	08/12/24 01:31:24	3053083524		VCESAR
		ENT	Entered Remarks	08/12/24 01:31:59			VCESAR
		FIN	Finished Call Taking	08/12/24 01:32:00			VCESAR
		ARM	Added Remarks	08/12/24 01:32:13			VCESAR
		VEV	Viewed Event	08/12/24 01:33:12	User First Viewed Event CAD		U10
		RPT	Requested Report#	08/12/24 02:07:39	NMB Report #2024-0812-03		U10

COMMUNICATIONS

Event Report

Event ID: 24-061553

Call Ref #: 425

Date/Time Received: 08/15/24 02:03:07

Rpt #: 2024-0815-02

Prime 194

Services Involved

Call Source: WALK

Unit: PEREZ, DANIEL

LAW				
-----	--	--	--	--

Location: 2355 NE 163 ST

X-ST: NE 23 AV
BISCAYNE BD

Jur: NMB Service: LAW Agency: NMB

St/Beat: Z1 District: RA: 248

Business: DEANS GOLD

Phone: (305) 956-5726

GP: Z1

Nature: 22 STOLEN VEHICLE

Alarm Lvl: 1 Priority: 3

Medical Priority:

Reclassified Nature:

Caller: WILNORD EMILE
Addr: 2355 NE 163 ST

Phone: (786) 444-7458

Alarm: 1
Alarm Type:

Vehicle #: St: Report Only: No Race: Sex: Age:

Call Taker: U117 Console: TT

Geo-Verified Addr.: Yes Nature Summary Code: ATHF Disposition: R Close Comments:

Notes:

See Event Notes Addendum at end of this report

Times

	Time From Call Received	
Call Received: 08/15/24 02:03:07		
Call Routed: 08/15/24 02:03:53	000:00:46	Unit Reaction: 000:04:30 (1st Dispatch to 1st Arrive)
Call Take Finished: 08/15/24 02:03:53	000:00:46	En-Route: (1st Dispatch to 1st En-Route)
1st Dispatch: 08/15/24 02:07:24	000:04:17 (Time Held)	On-Scene: 000:27:48 (1st Arrive to Last Clear)
1st En-Route: 08/15/24 02:07:24	000:04:17	
1st Arrive: 08/15/24 02:11:54	000:08:47 (Reaction Time)	
Last Clear: 08/15/24 02:39:42	000:36:35	

Radio Log

Unit	Empl ID	Type	Description	Time Stamp	Comments (may truncate in portrait)	Close Code	User
194	368	D	Dispatched	08/15/24 02:07:24	Stat/Beat: Z1		AMEJIAS
194	368	E	En-Route	08/15/24 02:07:24	Stat/Beat: Z1		AMEJIAS
194	368	M	Misc. Radio	08/15/24 02:07:56	160/BD		AMEJIAS
194	368	ENT	Entered Vehicleid	08/15/24 02:08:16	[Vin:] KM8J23A4XKU057931 [licpl_no:]		Unit:194
194	368	L	Location Change	08/15/24 02:08:21	05		AMEJIAS
194	368	L	Location Change	08/15/24 02:08:32	STATION RPT		AMEJIAS
109	340	D	Dispatched	08/15/24 02:11:54	Stat/Beat: Z2		Unit:109
109	340	E	En-Route	08/15/24 02:11:54	Stat/Beat: Z2		Unit:109
109	340	A	Arrived	08/15/24 02:11:54	Stat/Beat: Z2		Unit:109
194	368	A	Arrived	08/15/24 02:17:24			Unit:194

Event ID: 24-061553 Call Ref #: 425 22 **STOLEN VEHICLE at 2355 NE 163 ST**

109	340	L	Location Change	08/15/24 02:20:11	STATION RPT		AMEJIAS
109	340	A	Arrived	08/15/24 02:20:15			AMEJIAS
194	368	C	Cleared	08/15/24 02:39:37	R	R	AMEJIAS
109	340	C	Cleared	08/15/24 02:39:42	09	09	AMEJIAS

Event Log

Unit	Empl ID	Type	Description	Time Stamp	Comments (may truncate in portrait)	Close Code	User
		TR	Time Received	08/15/24 02:03:07	By: PHONE		U117
		DLS	Duplicate List	08/15/24 02:03:10	Potential Duplicate Events Listed (4		U117
		ENT	Entered Street	08/15/24 02:03:11	2355 NE 163 ST		U117
		CHG	Changed CallSource	08/15/24 02:03:15	PHONE --> WALK		U117
		ENT	Entered Nature	08/15/24 02:03:17	22 STOLEN VEHICLE		U117
		ENT	Entered CallerPhone	08/15/24 02:03:35	7864447458		U117
		ENT	Entered CallerName_C	08/15/24 02:03:41	WILNORD EMILE		U117
		ENT	Entered Remarks	08/15/24 02:03:48			U117
		FIN	Finished Call Taking	08/15/24 02:03:53			U117
		ARM	Added Remarks	08/15/24 02:03:57			U117
		VEV	Viewed Event	08/15/24 02:05:37	User First Viewed Event CAD		AMEJIAS
		VEV	Viewed Event	08/15/24 02:24:04	User First Viewed Event CAD		SBROWN
		RPT	Requested Report#	08/15/24 02:24:04	NMB Report #2024-0815-02		AMEJIAS
		RS	Reset Watchdog Timer	08/15/24 02:33:06	Units: 194,109 >>> 60Min.		AMEJIAS
		ARM	Added Remarks	08/15/24 02:34:55			U117
		ARM	Added Remarks	08/15/24 02:39:33			AMEJIAS

Event Notes Addendum

Notes {194} REPORT WRITTEN [08/15/24 02:39:33 AMEJIAS]
ENTER ACCEPTED AS FOLLOWING RECORD
STOLEN VEHICLE
LIC PLATE: 89DHLD LIC ST: FL LIC YR: 2025 THEFT DATE: 08/15/2024
LIC TYPE: REGULAR PASSENGER AUTOMOBILE PLATES ENTRY DATE: 08/15/2024
VIN: KM8J23A4XKU057931 VEH YEAR: 2019 PCN: V121441029
VEH COLOR: GRAY NIC: V286283381
VEH MAKE: HYUNDAI
VEH MODEL: TUCSON
VEH STYLE: SUV SPORTS UTILITY VEHICLE OR MPV MULTIPURPOSE VEHICLE
CASE NO: 2024081502
ENTERING MNE: P13100001
ENTERING AGY: FL0131000 - NORTH MIAMI BEACH PD
NOTIFY AGY: NO NOTIFY/PUBLICLY AVAILABLE [08/15/24 02:34:55 U117]
DHSMV RECORD -
TAG: 89DHLD VIN: KM8J23A4XKU057931 MAKE: HYUN BODY: 4D CLASS: 001
YR MK: 19 WEIGHT: 003278 ORIGINAL - USED COLOR: GRY GVW: 000000
OWNER: WILNORD EMILE DOB: 06/07/76
SEX: M
1391 NE 158TH ST COUNTY RES: 01 PREV ST: CA
NORTH MIAMI BEACH FL 33162-0000 DECAL EXP: 06/07/25 MILEAGE: 0033255
DECAL/YR: 01853571/2025 REG ACTIVITY: 06/12/23 VEH USE: PRIVATE
TITLE: 0148368617 TITLE ISSUE: 10/17/22

REGISTRANT(S) INFORMATION

REGISTRANT 1: WILNORD EMILE
1391 NE 158TH ST SEX: M DOB: 06/07/76
NORTH MIAMI BEACH FL 33162-0000 DL#1- E540880762070
REGISTRANT 2:
SEX: DOB: / /
DL#2- NO FL DL

LIEN INFORMATION:

WESTLAKE FINANCIAL SERVICES LIEN DATE: 10/17/22
PO BOX 997592
SACRAMENTO CA 95899-7592

INSURANCE INFORMATION

INSURER: UNITED AUTOMOBILE INSURANCE COMPANY POLICY # UAD608712501
1313 NORTH WEST 167TH STREET
MIAMI GARDENS FL 33169-0000 [08/15/24 02:03:57 U117]
station rpt
RMS checked. [08/15/24 02:03:48 U117]

COMMUNICATIONS

Event Report

Event ID: 24-066651

Call Ref #: 910

Date/Time Received: 09/01/24 22:39:44

Rpt #:	Prime 177	Services Involved		
Call Source: RADIO	Unit: GOMEZ LOPEZ, RICHARD	LAW		
Location: 2355 NE 163 ST		Jur: NMB Service: LAW Agency: NMB		
X-ST: NE 23 AV		St/Beat: Z1	District:	RA: 248
BISCAYNE BD		Phone: (305) 956-5726		GP: Z1
Business: DEANS GOLD				
Nature: 34 DISTURBANCE	Alarm Lvl: 1	Priority: 1	Medical Priority:	
Reclassified Nature:				
Caller: MDPD			Alarm: 1	
Addr: 2355 NE 163 ST		Phone: (786) 241-5160	Alarm Type:	
Vehicle #:	St:	Report Only: No	Race:	Sex: Age:
Call Taker: VADDERLEY	Console: TT			
Geo-Verified Addr.: Yes	Nature Summary Code:	DIST	Disposition: FI	Close Comments:

Notes: MP [09/02/24 03:55:50 Unit:170]
Two males refused to pay parking fee and were issued a TAW per Frank the security guard. No violence nor threats occurred. Both males left the area on foot. QRU NR [09/01/24 23:04:29 Unit:177]
COMPL QRXING IN FRONT OF QTH [09/01/24 22:43:37 VADDERLEY]
COMPL ADV NO FIGHT OCC [09/01/24 22:43:28 VADDERLEY]
COMPL POSS A 35 [09/01/24 22:42:48 VADDERLEY]
COMPL ADV BUSINESS IS REFUSING TO ALLOW HIM INTO THE BUSINESS [09/01/24 22:42:41 VADDERLEY]
COMPL BLK MALE WHITE SHIRT/BLK PANTS [09/01/24 22:40:59 VADDERLEY]
SUBJ MULATTO MALE...WHITE SHIRT BLK PANTS [09/01/24 22:40:17 VADDERLEY]

Times

	Time From Call Received	
Call Received: 09/01/24 22:39:44		
Call Routed: 09/01/24 22:40:19	000:00:35	Unit Reaction: 000:04:10 (1st Dispatch to 1st Arrive)
Call Take Finished: 09/01/24 22:40:19	000:00:35	En-Route: (1st Dispatch to 1st En-Route)
1st Dispatch: 09/01/24 22:40:56	000:01:12 (Time Held)	On-Scene: 000:40:30 (1st Arrive to Last Clear)
1st En-Route: 09/01/24 22:40:56	000:01:12	
1st Arrive: 09/01/24 22:45:06	000:05:22 (Reaction Time)	
Last Clear: 09/01/24 23:25:36	000:45:52	

Radio Log

Unit	Empl ID	Type	Description	Time Stamp	Comments (may truncate in portrait)	Close Code	User
322	288	D	Dispatched	09/01/24 22:40:56	Stat/Beat: Z1		MGONZALE
322	288	E	En-Route	09/01/24 22:40:56	Stat/Beat: Z1		MGONZALE
116	370	D	Dispatched	09/01/24 22:42:01	Stat/Beat: Z5		MGONZALE
116	370	E	En-Route	09/01/24 22:42:01	Stat/Beat: Z5		MGONZALE
177	352	D	Dispatched	09/01/24 22:42:04	Stat/Beat: Z1		Unit:177
177	352	E	En-Route	09/01/24 22:42:04	Stat/Beat: Z1		Unit:177

Event ID: 24-066651 Call Ref #: 910 **34** **DISTURBANCE at 2355 NE 163 ST**

322	288	A	Arrived	09/01/24 22:45:06		MGONZALE
177	352	A	Arrived	09/01/24 22:45:24		Unit:177
117	371	D	Dispatched	09/01/24 22:45:28	Stat/Beat: Z1	MGONZALE
117	371	E	En-Route	09/01/24 22:45:28	Stat/Beat: Z1	MGONZALE
117	371	A	Arrived	09/01/24 22:45:28	Stat/Beat: Z1	MGONZALE
116	370	A	Arrived	09/01/24 22:45:36		Unit:116
177	352	C	Cleared	09/01/24 23:04:44		FI Unit:177
116	370	C	Cleared	09/01/24 23:16:28		C Unit:116
117	371	C	Cleared	09/01/24 23:25:36	09	09 U117
322	288	C	Cleared	09/01/24 23:25:36	09	09 U117

Event Log

Unit	Empl ID	Type	Description	Time Stamp	Comments (may truncate in portrait)	Close Code	User
		TR	Time Received	09/01/24 22:39:44	By: PHONE		VADDERLE
		DLS	Duplicate List	09/01/24 22:39:47	Potential Duplicate Events Listed (2		VADDERLE
		ENT	Entered Street	09/01/24 22:39:49	2355 NE 163 ST		VADDERLE
		ENT	Entered Remarks	09/01/24 22:40:17			VADDERLE
		ENT	Entered Nature	09/01/24 22:40:19	234 DISTURBANCE POSS INJ		VADDERLE
		FIN	Finished Call Taking	09/01/24 22:40:19			VADDERLE
		CHG	Changed Nature	09/01/24 22:40:23	234 DISTURBANCE POSS INJ --> 232		VADDERLE
		VEV	Viewed Event	09/01/24 22:40:32	User First Viewed Event CAD		MGONZALE
		ENT	Entered CallerPhone	09/01/24 22:40:35	7862415160		VADDERLE
		ENT	Entered CallerName_C	09/01/24 22:40:41	MDPD		VADDERLE
		ARM	Added Remarks	09/01/24 22:40:59			VADDERLE
		CHG	Changed CallSource	09/01/24 22:41:30	PHONE --> RADIO		VADDERLE
		ARM	Added Remarks	09/01/24 22:42:41			VADDERLE
		ARM	Added Remarks	09/01/24 22:42:48			VADDERLE
		ARM	Added Remarks	09/01/24 22:43:28			VADDERLE
		ARM	Added Remarks	09/01/24 22:43:37			VADDERLE
		CHG	Changed PrimeUnit	09/01/24 23:00:46	322 --> 177		Unit:177
		CHG	Changed Nature	09/01/24 23:01:00	232 ASSAULT IN PROG --> 34 DIST		Unit:177
		ARM	Added Remarks	09/01/24 23:04:29			Unit:177
		VEV	Viewed Event	09/01/24 23:05:05	User First Viewed Event CAD		VCESAR
		VEV	Viewed Event	09/01/24 23:25:29	User First Viewed Event CAD		U117
		ARM	Added Remarks	09/02/24 03:55:50			Unit:170

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LICENSEE SEARCH OPTIONS

11:11:05 AM 11/1/2024

Data Contained In Search Results Is Current As Of 11/01/2024 09:27 AM.

Search Results - 2 Records

Please see our [glossary of terms](#) for an explanation of the license status shown in these search results.

For additional information, including any complaints or discipline, click on the name.

License Type	Name	Name Type	License Number/ Rank	Status/Expires
Permanent Food Service	DEAN'S GOLD	DBA	SEA2315163 Seating	Current, Active 10/01/2025
	Address*:	License Location	2355 NE 163 ST NORTH MIAMI BEACH, FL 33160	
		Main Address*:	2355 NE 163 ST NORTH MIAMI BEACH, FL 33160	
		Mailing Address*:	2355 NE 163 ST NORTH MIAMI BEACH, FL 33160	
Permanent Food Service	PLATINUM SOUTH INC	Primary	SEA2315163 Seating	Current, Active 10/01/2025
	Address*:	License Location	2355 NE 163 ST NORTH MIAMI BEACH, FL 33160	
		Main Address*:	2355 NE 163 ST NORTH MIAMI BEACH, FL 33160	
		Mailing Address*:	2355 NE 163 ST NORTH MIAMI BEACH, FL 33160	

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*** denotes**

- Main Address - This address is the Primary Address on file.
- Mailing Address - This is the address where the mail associated with a particular license will be sent (if different from the Main or License Location addresses).
- License Location Address - This is the address where the place of business is physically located.

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LICENSEE SEARCH OPTIONS

11:11:36 AM 11/1/2024

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Search Results - 2 Records

Please see our [glossary of terms](#) for an explanation of the license status shown in these search results.

For additional information, including any complaints or discipline, click on the name.

License Type	Name	Name Type	License Number/ Rank	Status/Expires
Retail Beverage	DEANS GOLD	DBA	BEV2300030 4COP	Current, Active 03/31/2025
Address*:		License Location	2355 NE 163RD STREET NORTH MIAMI BEACH, FL 33160	
		Main Address*:	2355 NE 163RD STREET NORTH MIAMI BEACH, FL 33160	
Retail Beverage	PLATINUM SOUTH, INC.	Primary	BEV2300030 4COP	Current, Active 03/31/2025
Address*:		License Location	2355 NE 163RD STREET NORTH MIAMI BEACH, FL 33160	
		Main Address*:	2355 NE 163RD STREET NORTH MIAMI BEACH, FL 33160	

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*** denotes**

- Main Address - This address is the Primary Address on file.
- Mailing Address - This is the address where the mail associated with a particular license will be sent (if different from the Main or License Location addresses).
- License Location Address - This is the address where the place of business is physically located.

2601 Blair Stone Road, Tallahassee FL 32399 :: Email: [Customer Contact Center](#) :: Customer Contact Center: 850.487.1395

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12-2 - REGULATING THE LICENSING OF THE SALE OF ALCOHOLIC BEVERAGES.^[2]

12-2.1 Definitions.

As used in this chapter:

Club shall mean and include persons associated together as a chartered, or an incorporated club, including social clubs incorporated by orders of the circuit court judges, after their charters have been found to be for the objects authorized by law and approved by such judges as organized for lawful purposes and not for the purpose of evading license taxes on dealers in beverages, defined herein, which organizations are bona fide clubs, and at the time of application for license hereunder shall have been in continuous active existence and operation for a period of not less than two (2) years in the County where they exist, except clubs operated by or on behalf of the City as defined by law.

Distiller shall mean any person who owns, occupies, carries on, works in, conducts or operates any distillery, either by himself or by his agent.

Establishment dealing in alcoholic beverages shall mean and include any business or commercial establishment (whether open to the public or where entrance is limited by cover charge or membership requirement) including those licensed by the State for the sale and/or service of alcoholic beverages, and any bottle club; hotel; motel; restaurant; night club; country club; cabaret, meeting facility utilized by any religious, social, fraternal or similar organization; business or commercial establishment where a product or article is sold, dispensed, served or provided with the knowledge, actual or implied, that the same will be, or is intended to be mixed, combined with or drunk in connection or combination with an alcoholic beverage on the premises of the business or commercial establishment; or business or commercial establishment where the consumption of alcoholic beverages is permitted. A private residence, whether permanent or temporary in nature, is not an establishment dealing in alcoholic beverages.

Liquor shall mean and include any and all distilled or rectified spirits, brandy, whiskey, rum, gin, cordials or similar distilled alcoholic beverages, including all dilutions and mixtures of one (1) or more of the foregoing.

Nightclub shall mean any building, room or rooms or other places where the principal business shall be to provide food, refreshments and entertainment; and

- a. Where accommodations for the services of meals to at least one hundred fifty (150) persons are provided; and
- b. Where a band, orchestra or some other form of musical entertainment is provided for dancing; and
- c. Where sufficient space, free from tables, chairs or other obstructions, is provided to enable twenty-five (25) couples to dance.

Microbrewery, winery or distillery shall mean a small-scale, licensed manufacturing establishment which produces, processes, ferments, rectifies or blends craft brews, ciders, wines or distilled spirits; may or may not offer tastings, and may or may not provide on-site sale and consumption of the products.

Package store shall mean any place where alcoholic beverages are sold regardless of alcoholic content where the beverages are sold in sealed containers for consumption off the premises.

Rectified shall mean and include any person who rectifies, purifies or refines distilled spirits or wine by any process other than as provided for on distillery premises and every person who without rectifying, purifying or refining distilled liquors, shall by mixing such spirits, wine or other liquor with any material manufacture any imitation of or compound liquors for sale under the name of whiskey, brandy, gin, wine, rum, spirits, cordials, bitters or any other name.

Retail vendor shall mean and include any person selling or offering for sale, or keeping with the intention of selling, liquor, wine, beer and/or any other alcoholic beverages.

Vendor shall mean any person, firm or corporation selling or dealing in liquor, wines, beer and/or any other alcoholic beverages.

Wholesale vendor shall mean any person who sells or offers to sell, consigns, or offers to consign, any liquor, wine, beer or any other alcoholic beverages for resale or in large quantities which are beyond the needs of an ordinary consumer.

Wine shall mean the product of the normal alcoholic fermentation of the juice of fresh, sound ripe fruit, with the usual cellar treatment and necessary additions to correct defects due to climatic saccharine and seasonal conditions, including champagne, sparkling and fortified wine of an alcoholic content not to exceed twenty-four (24%) percent by volume. No other products shall be called "wine" unless designated by appropriate prefixes descriptive of the fruit or other product from which same was predominantly produced or as artificial or imitation wine.

(Ord. No. 53 § 1, 12-1-36; Ord. No. 64 § 1, 9-2-38; 1957 Code § 4-1; Ord. No. 89-4 § 2, 8-15-89; [Ord. No. 2017-15](#), § 4, 1-16-18)

State Law reference— For definitions as to alcoholic beverages, see F.S.A. (1966) § 561.44.

12-2.2 Permitted Days and Hours of Sale—Sunday Restrictions; Hotels and Nightclubs.

No distributor or vendor of alcoholic beverages shall sell, serve, offer to sell, allow to be consumed or deliver any alcoholic beverages to any person:

- a. On Mondays through Saturdays between 2:00 a.m. and 7:00 a.m. and on Sundays between 2:00 a.m. and 1:00 p.m. unless otherwise permitted as set forth herein.
- b. 1. Upon application by a holder of a business tax receipt for a business tax receipt to extend the hours of a distributor or vendor of alcoholic beverages from 2:00 a.m. to 4:00 a.m., the holder of a business tax receipt shall be issued an initial business tax receipt for a six (6) month period at a non-refundable fee of one-half the annual fee. Thereafter, a business tax receipt for the extension of hours from 2:00 a.m. to 4:00 a.m. shall be issued on an annual basis for a non-refundable fee to be determined by the type and size of establishment as set forth below:
 - (a) *Restaurant*:
 - Class A: Three hundred fifteen (\$315.00) dollars per year.
 - Class B: Four hundred twenty (\$420.00) dollars per year.
 - Class C: One thousand fifty (\$1,050.00) dollars per year.
 - (b) *Bar/Lounge*:
 - Class A: Four hundred twenty (\$420.00) dollars per year.
 - Class B: Five hundred twenty-five (\$525.00) dollars per year.
 - Class C: One thousand fifty (\$1,050.00) dollars per year.
 - (c) *Nightclub*:
 - Class A: Six hundred thirty (\$630.00) dollars per year.
 - Class B: Seven hundred thirty-five (\$735.00) dollars per year.
 - Class C: Three thousand one hundred fifty (\$3,150.00) dollars per year.

The term "restaurant," with respect to this section only, means an establishment where the principal business is the regular serving of meals. The sale of alcoholic beverages shall be incidental to the serving of food. The sale of alcoholic beverages shall be prohibited

except during the time the restaurant is actually engaged in, and open to the public for the serving of meals.

The term "bar/lounge," with respect to this section only, means any place of business where wine, beer or alcoholic beverages are sold or offered for sale for consumption on premises, and where the sale of food is incidental to the sale of such beverages, or where no food is sold. Every place of business that sells or permits alcoholic beverages to be consumed on premises that is not specifically defined in this section shall be considered a bar under this paragraph for the purposes of regulation.

The term "nightclub," with respect to this section only, means any establishment where the principal business shall be to provide food, refreshments and entertainment and where accommodations for the services of meals to at least one hundred fifty (150) persons are provided. Furthermore, a band, orchestra or some other form of musical entertainment is provided for dancing.

The size classification for establishments covered hereunder shall be as follows:

Class A: Establishments having gross square footage of 0—3,000 sq. ft.

Class B: Establishments having gross square footage of 3,001—5,000 sq. ft.

Class C: Establishments having gross square footage over 5,000 sq. ft.

2. The business tax receipt to extend hours from 2:00 a.m. to 4:00 a.m. shall be issued upon approval by the City Manager or his designee. Any decision of the City Manager or his designee is appealable to the Mayor and City Council. The City Manager or his designee may revoke the extended hours business tax receipt if it is determined that the establishment is operating in a manner which is harmful to public health, safety or welfare.
- c. 1. Upon application by a holder of a business tax receipt for a business tax receipt to further extend hours, and after an investigation and report by the Chief of Police to the City Council, the City Council shall have the authority, in its discretion, to further extend the hours of a distributor or vendor of alcoholic beverages from 4:00 a.m. to 6:00 a.m.
 2. The issuance of the business tax receipt for the extension of hours from 2:00 a.m. to 4:00 a.m. shall be obtained for a minimum of six (6) months prior to applying for a business tax receipt to extend hours from 4:00 a.m. to 6:00 a.m.
 3. Upon the denial of an application for an extension of hours business tax receipt, a period of twelve (12) months must run prior to the filing of a subsequent application relating to the subject business.
 4. Upon approval by the City Council for a 4:00 a.m.—6:00 a.m. business tax receipt, the initial license shall be issued for a six (6) month period at a non-refundable fee of one-half the annual fee. The applicant shall not be entitled to the return of any application fee should the 4:00 a.m.—6:00 a.m. business tax receipt be denied.
 5. Thereafter, upon approval by the City Council, a business tax receipt for extended hours shall be issued for a non-refundable fee subject to annual review before the issuance of the yearly business tax receipt by the City Council and a satisfactory report from the Chief of Police, as follows:
 - Class A:* One thousand fifty (\$1,050.00) dollars per year.
 - Class B:* Three thousand one hundred fifty (\$3,150.00) dollars per year.
 - Class C:* Six thousand three hundred (\$6,300.00) dollars per year.
- d. The City Council at its discretion may establish the initial business tax receipt period for any extended hours business tax receipt to align with the City's standard business tax receipt period. All applications for business tax receipts authorized by this section shall be submitted to the office of the City Clerk.
- e. Adult entertainment establishments shall pay an annual investigative/regulatory fee of ten thousand (\$10,000.00) dollars in addition to the extended business tax receipt fees established herein for distributing and/or vending alcoholic beverages from 2:00 a.m. to 4:00 a.m. and from 4:00 a.m. to 6:00 a.m. and other applicable regulatory and business tax receipt fees provided by the City Code.
- f. Nightclubs issued a business tax receipt by the City, together with incorporated clubs issued a business tax receipt by the City, shall be governed by the restrictions herein set forth, except that no nightclub or incorporated club shall sell, service, offer to sell, allow to be consumed or deliver any alcoholic beverages to any person or persons between the hours of 6:00 a.m. and 7:00 a.m. on Mondays through Saturdays and between the hours of 6:00 a.m. and 1:00 p.m. on Sundays. The sale of alcoholic beverages by nightclubs, incorporated clubs, restaurants and hotels, by either the package or sealed container, is prohibited during the hours in which the sale is prohibited for other holders of a business tax receipt. Provided further, that the hours of closing set for above shall not apply to New Year's Eve or to such other gala occasions as the Mayor and Council may from time to time designate as such.
- g. These restrictions shall not apply to private residences unless licensed to serve or sell alcoholic beverages. Private clubs shall not, however, be excepted from these restrictions.

(Ord. No. 121 § 1, 2-5-46; Ord. No. 128 § 1, 10-1-46; 1957 Code § 4-13; Ord. No. 820 § 1, 3-4-58; Ord. No. 70-18 § 1, 11-17-70; Ord. No. 80-16 §§ 2, 3, 4-15-80; Ord. No. 80-35 § 2, 7-1-80; Ord. No. 91-13 § 2, 4-16-91; Ord. No. 2001-12 § 2, 9-25-01; Ord. No. 2006-24, § 4, 12-19-06; Ord. No. 2010-7 § 7, 5-4-10; [Ord. No. 2012-17, § 2, 9-4-12](#); [Ord. No. 2014-1, § 2, 2-4-14](#).)



**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:	February 18, 2025

RE: Appointing Mirielle Louis Charles to the Economic Development Commission (Andrise Bernard, MMC, City Clerk)

Description

BACKGROUND None.
ANALYSIS:

RECOMMENDATION: Approval.

FISCAL/ BUDGETARY None.
IMPACT:

ATTACHMENTS:

Description

▣ 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:  DATE: _____

APPOINTMENT DATE: _____ BY: _____

Revised 02/02/2015



**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:	February 18, 2025

RE: Miami Gardens v. North Miami Beach - Weekly Settlement Claims Administration Progress Update
(January 2025)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY

IMPACT:

ATTACHMENTS:

Description

📎 MGv NMB Settlement _January Updates



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

MEMORANDUM

TO: Honorable Mayor, Vice Mayor, and Commissioners

FROM: Mario Diaz, City Manager

DATE: February 10, 2025

RE: Miami Gardens v. North Miami Beach Settlement Weekly Settlement Claims
Administration Progress Update

Purpose:

This memo provides a week-over-week comparison of the City of Miami Gardens v. City of North Miami Beach claims statistics, highlighting progress in notice distribution, claims submissions, and related activities.

Key Observations:

1. **The total number of Settlement Notice Packets Mailed is 16,439**
2. **Notice of Settlement Delivery Challenges:**
 - The volume of undeliverable original notice packets has remained the same as the previous month.
 - Notice packets remailed on request has increased from 18, in the previous month, to 33.
 - The number of unsuccessful traces has increased to 56, up by 1 from the previous month.
3. **Settlement Claims Submissions:**
 - The number of claims received increased significantly over the past month, rising from 1,894 to 2,672.
4. **Stability in Objections:**
 - No objections have been received to date, reflecting continued public alignment with the process.

Important Dates:

- **Notice Packet Mailing Date:** November 1, 2024
- **Claim Form Submission Deadline:** January 12, 2026

Support for Claimants:

- **Toll-Free Hotline:** (855) 783-6819
- **Settlement Website:** miamigardenswaterbillsettlement.com

Category	As of 01/03/2025	As of 01/08/2025	As of 01/15/2025	As of 01/22/2025	As of 01/29/2025
Original Notice Packets Undeliverable	106	106	106	106	106
Traced, New Address Notice Sent	50	50	50	50	50
Notices to Trace Address Undeliverable	2	2	2	2	2
Trace Unsuccessful	56	56	56	56	56
Trace Pending	0	0	0	0	0
Notice Packets Remained on Request	24	24	24	31	33
Remained Packets Undeliverable	0	0	0	0	0
Packets Remained to PO Forward	0	0	0	0	0
Objections Received	0	0	0	0	0
Claim Forms Received	1,894	2,129	2,448	2,591	2,672

- Total Notice Packets Mailed out 16,439
-

Cc:

Joseph Geller, City Attorney

Andrise Benard, City Clerk

Marline Monestime, Chief of Staff



**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:	February 18, 2025

RE: NMBPD Monthly Report (January 2025)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY

IMPACT:

ATTACHMENTS:

Description

- ▣ NMBPD Monthly Report - January 2025



HIGHLIGHTS & SIGNIFICANT INCIDENTS

NORTH MIAMI BEACH POLICE

DEPARTMENT

MONTHLY REPORT

January 2025





HIGHLIGHTS & SIGNIFICANT INCIDENTS

ADMINISTRATIVE DIVISION

- **Recruiting, Academy and Training**
Recruited 40 hours in an FDLE Course.
Crime Scene Technician interview held.
- **Training Attended**
 - Part 107, Drone System Flight Training
 - Breath Test Operator Certification
 - Simunition Scenario Instructor Certification Course
 - Sport & Special Event Risk Management AWR-167
 - Building Searches for Road Officers
 - Vehicle Closed Quarter Battle
 - Trilogy of Active Aggression (K-9 Training)
 - Crisis Response and Management
- **Communications**
 - Answered approximately 1,621 incoming calls for police service.

OPERATIONS DIVISION

- **Road Patrol**
 - Calls for Service: 7674; Including: Watch Orders: 2701; Night Eyes: 1551; Community Contacts: 935
 - 68 arrests this month. 454 traffic stops. 522 citations. 232 Field Contacts.
Notable actions:
 - On January 17, 2025, officers responded to 16170 NE 11 CT in regard to a business burglary. Officers immediately established a perimeter around the business, at which time, the subject committing the burglary attempted to flee out of the back door of the business. Officers were able to take the subject into custody, at which time, he was charged accordingly.
 - On January 26, 2025, officers responded to 2145 NE 164 ST in reference to a purse snatching. Upon arrival, contact was made with the witness who stated while outside on her balcony she observed a male subject and a female victim involved in a verbal argument. The witness advised that the male subject then snatched the female victim's purse and punched her in the face. Officers immediately saturated the area and located the subject. The victim sustained facial injuries and was transported to Jackson North for further evaluation.



HIGHLIGHTS & SIGNIFICANT INCIDENTS

- On January 31, 2025, road patrol responded to check on a welfare of an elderly woman who was not seen for a while by family and friends. The supervisor made the decision to make entry by force entry. Upon entering, they located the female who was attempting to commit suicide by pressing a cabinet on her neck. Officers were able to quickly help her; therefore, prevented her from taking her life. The elderly woman was transported to the hospital to receive proper assistance.

OPERATIONS DIVISION (Continued)

- Officer Hernandez completed his phase 4 of FTO Training.
- Officer Conde has completed his phase 3 FTO training.
- Officer Tahir was recognized as the "Top Cop" for the month of January.

COMMUNITY PARTNERSHIP DIVISION

- On Thursday, January 16, 2025, CP assisted with the farm share event. Approximately 500 boxes of food were distributed.
- On Saturday, January 18, 2025, Marine Patrol Unit and Dive Team conducted a detail to locate and mark a reported sunken vessel in Maule Lake. The vessel was eventually located, and position documented. The vessel is a 25-30 foot sailing vessel, missing its mast. It was been submerged for such a long period of time, that barnacles have covered the HIM and FL numbers, rendering it impossible to identify the owner of the vessel. That day, officers were removed from the water, due to a large shark being in the immediate vicinity. The following day, officers returned and were able to mark the vessel with a 36" "No Wake" buoy. This buoy will be changed and have "Hazard" marking placed on it, as soon as the signs arrive from Amazon. The process of determining who removes the vessel is now being investigated. The sunken vessel is now clearly marked to keep boaters at a safe distance.
- On Tuesday, January 21, 2025, CP detectives met the owner of 2151 NE 163 Street, the abandoned storage facility. The building was safely cleared and determined to be vacant. Detectives assisted the owner in getting a tow truck to remove a derelict vehicle, pop-up camper and small Recreational Vehicle from the property. The owner was provided with the CRA contact phone number. The owner will be clearing the property and looking to demolish the building.



HIGHLIGHTS & SIGNIFICANT INCIDENTS

- On Thursday, January 23, 2025, the Traffic Unit assisted the Miami-Dade Schools Police Department to address complaints of speeding in the school zone of JFK Middle School. 68 citations and 18 warnings were issued.
- On Friday, January 31, 2025, the Marine Patrol Unit participated in a multi-jurisdictional task force operation on the Northeast Dade waterways. The operation was focused on maritime law, narcotics violations, human trafficking and any other violations observed.

INVESTIGATIVE DIVISION

- TIU was investigating a narcotics complaint within the City of North Miami Beach, specifically in the Highland Village community. On Wednesday, January 15, 2025 at 1600 hours, TIU served a narcotics-related search warrant at 13917 NE 20 PL. This warrant operation was done with the assistance of NMB Special Response Team (SRT) Aventura SWAT, DEA, and the Secret Service. Upon completion of this investigation and narcotics search warrant, marijuana, crack cocaine, powder cocaine, and several firearms were seized. This operation resulted in two arrests. Arrest charges relating to possession with intent to sell, armed cocaine trafficking was made.
- On September 16, 2024, a male subject entered a massage establishment requesting a service. The male did not agree to the charges and sexually battered the female victim at knife point. A witness attempted to intervene by aiding the victim, at which time, the subject cut off a portion of her ear. The subject dropped a box cutter and fled in an unknown direction from the business. The Tactical Investigation Unit (TIU) along with the Detective Bureau worked tirelessly to attempt to identify the subject by following up on evidence. The male subject was identified and placed under arrest on Tuesday, January 21, 2025.
- On December 18, 2024 officers responded to the Aqua Vista apartment complex in reference to 5 vehicle burglaries. While on scene, detective reviewed CCTV footage of the subject entering 3 vehicles belonging to 2 different victims. While reviewing the footage, detectives were able to identify the subject, who was a known to detectives. TIU saturated the area and were able to locate the subject near NE 19 Avenue and NE 167 Street.
- The North Miami Beach Police Department assisted the State Attorney's Officer Human Trafficking Task Force in Operation Blue Gate. The purpose of the operation is to address concerns pertaining to Human Trafficking, identify victims, and provide resources and assistance. As a result of the operation, seven arrests were made. The arrests ranged from prostitution to possession of narcotics.



HIGHLIGHTS & SIGNIFICANT INCIDENTS

- The Investigations Division made 18 arrests. TIU made 5 felony arrests. DB made 9 felony arrests and 4 misdemeanors.
- The Holiday Task Force High Visibility Detail concluded. The detail produced 963 watch orders, 314 night eyes / foot prints, 359 community contacts, 158 business sweeps, 130 field contacts, 374 traffic stops, 310 citations, and 13 arrests.



**City Manager's Report
16.4.**

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

MEMORANDUM

TO:	Mayor and City Commission
FROM:	
VIA:	
DATE:	February 18, 2025

RE: NMB Water Updates & Highlights (January 2025)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY

IMPACT:

ATTACHMENTS:

Description

- ▣ NMB Water Updates & Highlights



Public Utilities Commission Meeting Agenda

Date: Wednesday, February 12, 2025
Time: 6:00 PM
Location: City Hall – Commission Chambers – 2nd Floor
Type of Meeting: Regular Meeting

- Roll Call and Pledge of Allegiance
- Minutes approval from January 8
- NMB Water Presentation
 - Community Outreach Update
 - Capital Improvement Program Updates
 - Customer Service Update

Public Comment

To All Citizens Appearing Under Public Comment

The Public Utilities 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 question regarding this matter but will not be required to do so. At the next or subsequent Public Utilities 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.

For in-person meetings, Speaker/Citizen participants are asked to stand, give their name, and address and speak only to the Commission on the subject presently being discussed. **There will be a three (3) minute time limit.** The time limit starts when the speaker begins speaking. There will be no rebuttal or further discussion on a subject once the Commission responds.

Adjourn



Public Utilities Commission Meeting **Minutes** January 8, 2025

The Public Utilities Commission meeting was called to order and the following individuals were present:

Chairman Bruce Lamberto
Commissioner Robert Barrabeitg
Commissioner Anthony Mazzone
Commissioner Allison Robie (arrived after roll call)

The Pledge of Allegiance was recited.

Chairman Bruce Lamberto opened the meeting for public comment and the following individual(s) made comments on the record:

1. Sayer Ji
2. Peter Boutan
3. Maya Georges Assi
4. Jeb Handwerger
5. Luke Rudkowski
6. Crystal Andrew
7. Mubarak Kazan
8. Jimmy Levy
9. Hank Berato

The Public Utility Commission members discussed fluoride in water.

NMB Water Utilities Director Hamid Nikvan discussed the process of fluoridation.

Capital Improvement Program (CIP) Manager Aqeel Abdoolghany provided updates regarding the Eastern Shores watermain system rehabilitation, Operations Center pump station improvements, Norwood Water Treatment Plant improvements, Corona del Mar collection system, Bunche Park watermain, Master Pump Station #4 force main rerouting, and Bell Gardens force main replacement.

Customer Service Manager Ernesto Salazar provided a customer service update regarding the comparison of debt from previous months for active, inactive, and delinquent accounts and discussed recently opened and closed accounts, work orders, and the We Care to Share bill payment assistance program.

NMB Water Public Affairs Manager Greg Williams provided a community outreach update about the John F. Kennedy Middle School open house event, Drop Saver water conservation poster contest, Madie Ives Preparatory Academy career and truck day event, and the 3rd annual charity golf tournament.

The Public Utilities Commission meeting minutes of December 11, 2024 were approved.

Chairman Bruce Lamberto opened the meeting for public comment and the following individual(s) made comments on the record:

1. Mubarak Kazan
2. Maria Hauck

The Public Utilities Commission meeting was adjourned.

Public Utilities Commission Meeting



North Miami Beach, FL

Award Winning

NMB WATER UPDATES & HIGHLIGHTS

FEBRUARY 12, 2025

1. COMMUNITY OUTREACH UPDATE

2. CIP PROGRAM UPDATE

2. CUSTOMER SERVICE UPDATE

Meeting Agenda



COMMUNITY OUTREACH UPDATE

Community Outreach Update

Career Day at the Madie Ives Preparatory Academy

January 16

- ❖ NMB Water participated in the Career Day with staff presentations from the Engineering Department, Public Affairs, Customer Service, as well as Field Technicians.



Community Outreach Update

APWA – American Public Works Association South Florida Branch Luncheon

February 5

- ❖ The Florida Chapter is APWA's 2nd largest Chapter with over 1,700 members.
- ❖ APWA represents industry professionals, administrators and the trades.



Upcoming Community Outreach Update

4th Infraday Florida

February 25

- ❖ NMB Water Director, Hamid Nikvan will be a guest panelist at the upcoming Infraday in Miami.
- ❖ Infraday Florida is a comprehensive conference showcasing the potential of development across various sectors in Florida.
- ❖ Prominent industry leaders and experts will lead discussions on topics such as water infrastructure, emerging technologies and modernization.

4th Infraday Florida



Upcoming Community Outreach Update

Disaster Expo USA

March 5 & 6

- ❖ NMB Water Director, Hamid Nikvan will be a guest panelist at the upcoming Disaster Expo in Miami Beach.

ROUNDTABLE 1
HOW DO WE RECOVER?

Join representatives from the City of North Miami Beach, City of Miami, City of Boynton Beach, and the Pasco County Sheriff's Office for an in-depth roundtable discussion at Disasters Expo USA. This session will focus on the recovery efforts following the devastating hurricanes that impacted Florida in 2024.

Panelists will share firsthand experiences, discuss the unique challenges faced by their communities, and highlight the innovative strategies and collaborations that have been instrumental in rebuilding. Topics will include restoring critical infrastructure, supporting displaced residents, and enhancing disaster preparedness for the future. This engaging conversation provides valuable insights into how Florida is working to recover stronger and more resilient than ever. Don't miss this opportunity to hear from those on the frontlines of disaster recovery.

ALANNAH IRWIN
City of Boynton Beach
Sustainability & Resiliency
Administrator

SONIA BRUBAKER
City of Miami
Chief Resilience Officer

HAMID REZA NIKVAN
City of North Miami Beach
Utilities Water and Wastewater
Director

ANDREW DONAWA
Pasco County Sheriff's Office
Emergency Management Director

WEDNESDAY MARCH 5
11:30AM - 12:30PM
ROUNDTABLE THEATER

DISASTERS EXPO USA
PREPARE RESPOND RECOVER

MARCH 5 & 6 2025
MIAMI BEACH CONVENTION CENTER

#DisasterXMiami #Disasters Expo USA

ROUNDTABLE SPEAKER
HAMID REZA NIKVAN
DIRECTOR OF PUBLIC UTILITIES
CITY OF NORTH MIAMI BEACH

REGISTER FOR YOUR PASS: [DISASTEREXPOMIAMI.COM](https://disasterexpomiami.com)

Upcoming Community Outreach Update

3rd Annual NMB Water Charity Golf Classic

March 28

- ❖ NMB Water will be hosting our annual golf tournament to benefit the “We Care to Share” Bill Payment Assistance Program on March 28th at the Miami Shores Country Club.



SAVE THE DATE
Friday, March 28, 2025

**3rd Annual
NMB Water
Charity
Golf Classic**

MIAMI SHORES COUNTRY CLUB
All Proceeds to Benefit the “We Care To Share”
Bill Payment Assistance Program

NMBwater
North Miami Beach, FL
Award Winning

Tournament Information:
Elisabeth.Pierre@citynmb.com



CIP PROGRAM UPDATE

Program Management Life Cycle

Planning

- Program Management Plan
- Funding Alternatives
- Supporting City Staff
- Plan compliance & regulatory requirements



Construction Management

- Manage all aspects of construction
- Cost negotiation
- Claims resolution
- Inspection services
- Project certifications



Design Management

- Manage all aspects of design, permitting and procurement
- Execute projects in reasonable timeframes
- Keep infrastructure compliant with quality regulations
- Project Procurement

Transition Plan

- Individual/staff training sessions
- Task delegation and support
- Meeting facilitation
- Community engagement
- Knowledge transfer “Best Practices”
- Change Management considerations

PROGRAM SCHEDULE

Project Summary

- 12 ongoing projects
- 3 will complete Design
- 4 will need to complete Procurement
- 9 active Construction

Design
Procurement
Construction

Projects	FY25								FY26										
	25-Feb	25-Mar	25-Apr	25-May	25-Jun	25-Jul	25-Aug	25-Sep	25-Oct	25-Nov	25-Dec	26-Jan	26-Feb	26-Mar	26-Apr	26-May	26-Jun	26-Jul	26-Aug
Pinetree North																			
Pinetree South																			
Norland SE																			
Raw Water Transmission line																			
Joint project (Master PS#4 and Bell Gardens)																			
Bunch Park WM replacement																			
Eastern Shores Watermain System Rehab Phase II																			
Oleta River (completed by Oct-24)																			
Operations Center Pump Station Improvements																			
Corona Del Mar Phase II																			
Norwood WTP																			
Production Wells																			
SCADA																			

CIP PROJECT OVERVIEW

Project Name	Estimated Cost
Norwood WTP Improvements – Phase 2 *	\$ 44,518,259
Eastern Shores Watermain System Rehabilitation *	\$19,237,471
Norwood WTP Electrical System Improvements	\$131,740
System-Wide Transmission Watermains Replacement Program *	\$16,365,529
SCADA and Radio Telemetry System Upgrades	\$5,473,000
Honey Hill Watermain System Rehabilitation	\$1,835,023
Operations Center Pump Station Improvements	\$2,353,977
Water Total:	\$89,915,000
WW Collection Repairs and Replacements	\$424,457
Master Pump Station #4 Re-routing	\$3,722,990
WW Collection System Plan of Compliance	\$489,957
Cravero Force Main Replacement	\$955,910
Velda Farms Force Main Replacement	\$160,939
Corona del Mar – Main Line	\$4,139,517
Corona del Mar – Laterals	\$927,731
Bell Gardens Force Main Replacement	\$3,743,549
Sewer Total:	\$14,565,095
Combined Total:	\$104,480,095.08

* Multiple Projects

CIP PROJECT STATUS OVERVIEW – WATER

Project Name	Planning	Design/ Permitting	Construction Procurement	Construction Active	Construction Complete
Norwood WTP Improvements – Phase 2 *	✓	✓	✓	✓	
Eastern Shores Watermain System Rehabilitation *	✓	✓	✓	✓	
Norwood WTP Electrical System Improvements	✓	✓	✓		✓
System-Wide Transmission Watermains Replacement Program *	✓	✓	✓	✓	
SCADA and Radio Telemetry System Upgrades	✓	✓	✓	✓	
Honey Hill Watermain System Rehabilitation	✓	✓	✓		✓
Operations Center Pump Station Improvements	✓	✓	✓	✓	

* **Multiple Projects**

PROJECT STATUS – SEWER

Project Name	Planning	Design/ Permitting	Construction Procurement	Construction Active	Construction Complete
WW Collection Repairs and Replacements	✓	✓	✓		✓
Master Pump Station #4 Re-routing	✓	✓	✓	✓	
WW Collection System Plan of Compliance	✓	✓	✓	✓	
Cravero Force Main Replacement	✓	✓	✓	✓	
Velda Farms Force Main Replacement	✓	✓	✓		✓
Corona del Mar – Main Line	✓	✓	✓		✓
Corona del Mar – Laterals	✓	✓	✓	✓	
Bell Gardens Force Main Replacement	✓	✓	✓	✓	

Projects Completed

Honey Hill



Bike Lanes – NE 183rd St



Eastern Shores Phase I



Corona Del Mar – Main Line



153rd Street



WW Collection Repairs and Replacements Program



Aerial Crossing Rehabilitations



★ Landmark
● Completed project

A compass rose with 'N' at the top, 'S' at the bottom, 'E' on the right, and 'W' on the left.



FUTURE PROGRAM MANAGEMENT PLAN

Program Management Life Cycle

Planning

- Program Management Plan
- Funding Alternatives
- Supporting City Staff
- Plan compliance & regulatory requirements

Construction Management

- Manage all aspects of construction
- Cost negotiation
- Claims resolution
- Inspection services
- Project certifications

Design Management

- Manage all aspects of design, permitting and procurement
- Execute projects in reasonable timeframes
- Keep infrastructure compliant with quality regulations
- Project Procurement

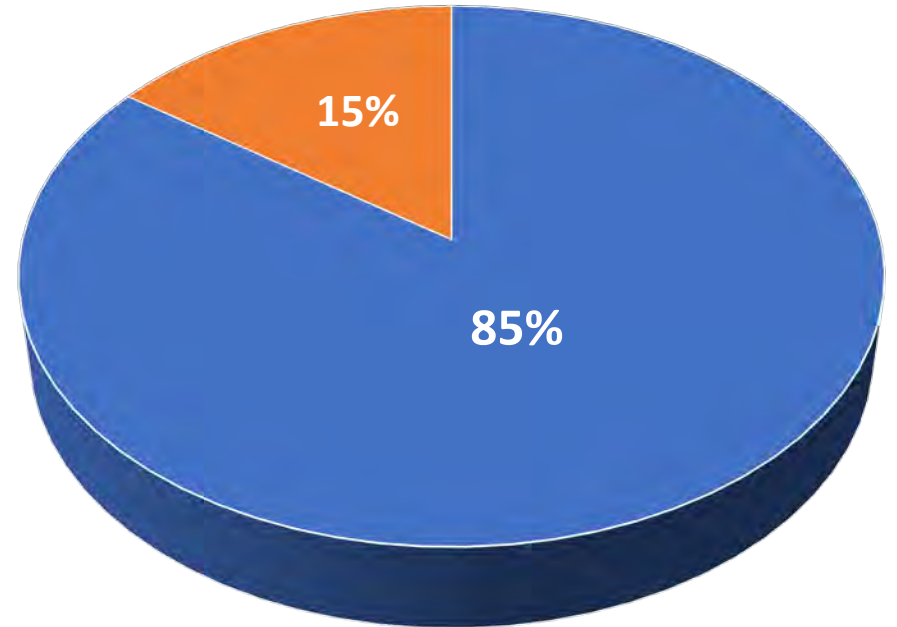
Transition Plan

- Individual/staff training sessions
- Task delegation and support
- Meeting facilitation
- Community Engagement
- Knowledge transfer “Best Practices”
- Change Management considerations



NEW CONSTRUCTION FOR 2025 ROADMAP FOR NMB WATER 2025 AND BEYOND

Project Name	Estimated Construction Cost
Norwood WTP – Raw Water Transmission Main	\$5,000,000
Pinetree Park – North	\$3,679,000
Pinetree Park – South	\$3,947,500
Norland – Southeast	\$4,181,000
Snake Creek	\$817,251
Total	\$17,624,751



- Anticipated Construction Funds Encumbered
- Anticipated Construction Funds Remaining

Construction Management Services will be needed *

FUTURE CIP



- Remaining projects will be incorporated into NMBs future CIP
- Comply with funding requirements
- Prepare Shovel Ready Projects
- Update CIP for current and future requirements
 - Fluid long-term CIP Planning
 - Project Execution & Reconciliation
 - Funding Capability & Adequacy
- Long Term Financial Planning Roadmap



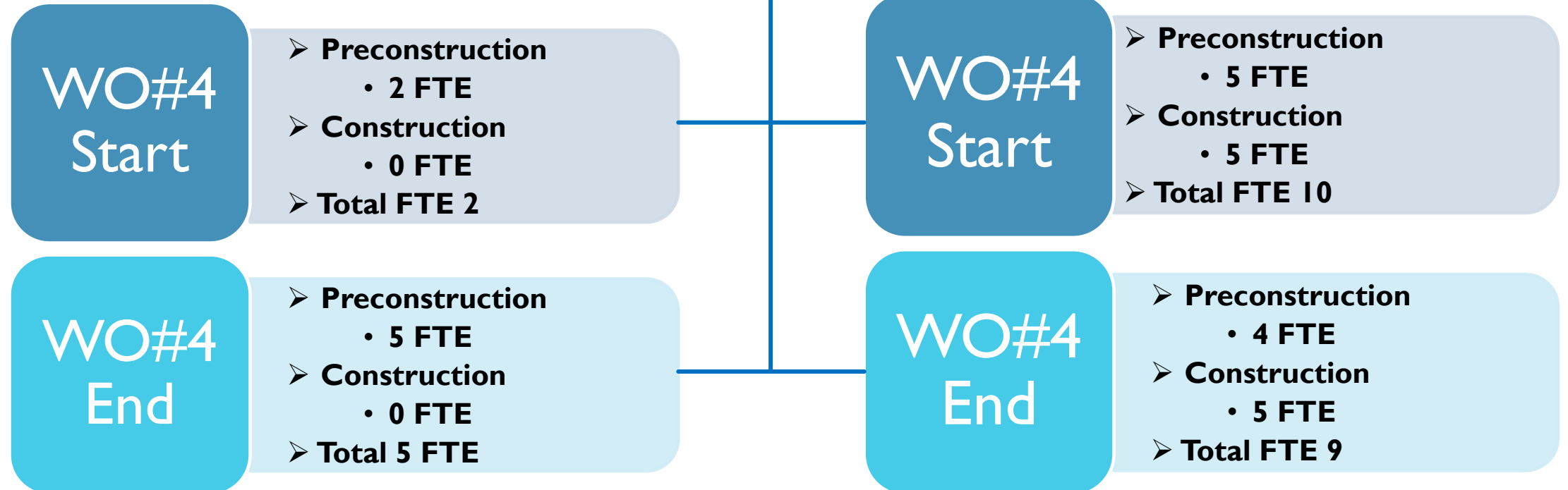
5-YEAR CIP TRANSITION

2024 – TRANSITION



City PM Team

Black & Veatch PM Team



Unified and Resilient Program Management Team

WORK ORDER #5 – STAFF PLAN



City PM Team

WO#5
Beginning
City

- **Preconstruction**
 - 5 FTE
- **Construction**
 - 0 FTE
- **Total 5 FTE**

Black & Veatch PM Team

WO#5
Beginning
BV

- **Preconstruction**
 - 0 FTE
- **Construction**
 - 5 FTE
- **Total FTE 5**

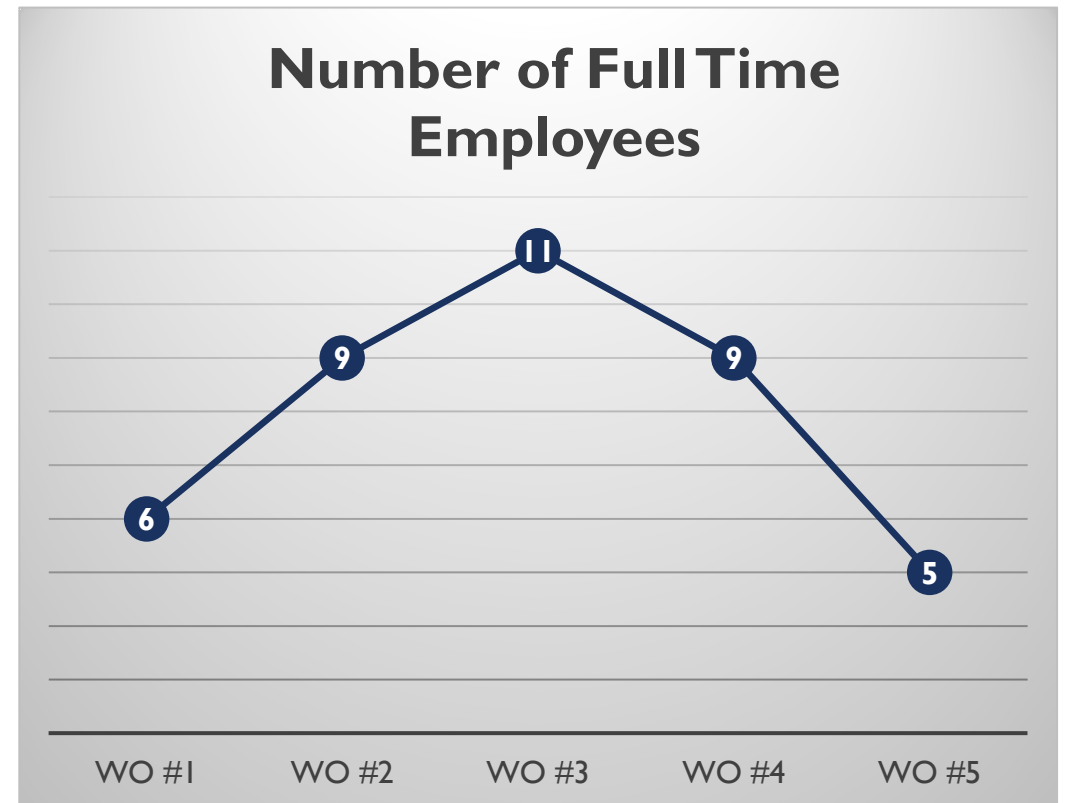
Unified and Resilient Program Management Team

Note:

- The Staffing plan detailed in Work Order #5 is incumbent upon NMBWater assuming specific aspects of the Program Management Services provided by Black & Veatch in Work Order #4.
- There is no full-time staff budgeted for Preconstruction Services for Black & Veatch in Work Order #5.

TRANSITION PLAN

- The transition plan for new City staff has been established and implemented.
- Key topics that have been covered are:
 - Design Management
 - Grant Compliance
 - Procurement
- As the City adds more staff, Black & Veatch will transition our efforts.



WORK ORDER #5 NEGOTIATION SUMMARY

WO#5 Negotiation

- Work #4 was initialized as the baseline starting point to negotiate Work Order #5.
- The Base Fee was developed utilizing City staff to assist in CIP delivery.
- Optional Services must be approved by the NMB Water Director.

Line	Rounds of Negotiation	Total Fee
1	Version - 1	\$3.37M
2	Version - 2	\$2.51M
3	Final-Base	\$1.79M
4	Final-Base + Optional Services	\$2.38M

Note:

- **WO#4 was valued at \$3.97M**

WORK ORDER #5 DETAILS

WO#5 Detail Breakdown

- City hired 5 staff members to provide Pre-Construction and Program Support.
- Difference between Base and the Optional Services \$586K.

Line	Description	WO #5 Base Total Fee	WO#5 Optional Total Fee
1	Program Support Services	\$ 208K	\$ 470K
2	Pre-Construction Support	\$ 115K	\$ 115K
3	Construction Support	\$ 1.45M	\$ 1.77 M
4	Total	\$ 1.77M	\$ 2.36M



THANK YOU!



QUESTIONS?



NMBwater

North Miami Beach, FL

Award Winning

CUSTOMER SERVICE UPDATE

Customer Service Update

Comparison of debt from previous months

Month	Active	Inactive	Total
June 2024	\$6,993,594.44	\$6,404,458.78	\$13,398,053
July 2024	\$6,197,582.59	\$6,411,607.23	\$12,609,189
August 2024	\$7,335,447.26	\$6,464,149.05	\$13,799,596
September 2024	\$6,784,498.21	\$6,499,172.36	\$13,283,670
October 2024	\$6,906,520.92	\$6,512,694.53	\$13,511,144
November 2024	\$6,906,520.92	\$6,647,328.18	\$13,553,849
December 2024	\$7,385,541.14	\$6,529,537.16	\$13,915,078
January 2025	\$6,586,156.39	\$6,534,866.70	13,121,023

Customer Service Update

Total Open Accounts

Month	Open	Closed	Total
June 2024	99	186	34,169
July 2024	215	231	34,130
August 2024	201	183	34,146
September 2024	164	145	34,136
October 2024	177	178	34,169
November 2024	181	163	34,167
December 2024	200	164	34,214
January 2025	213	170	34,209

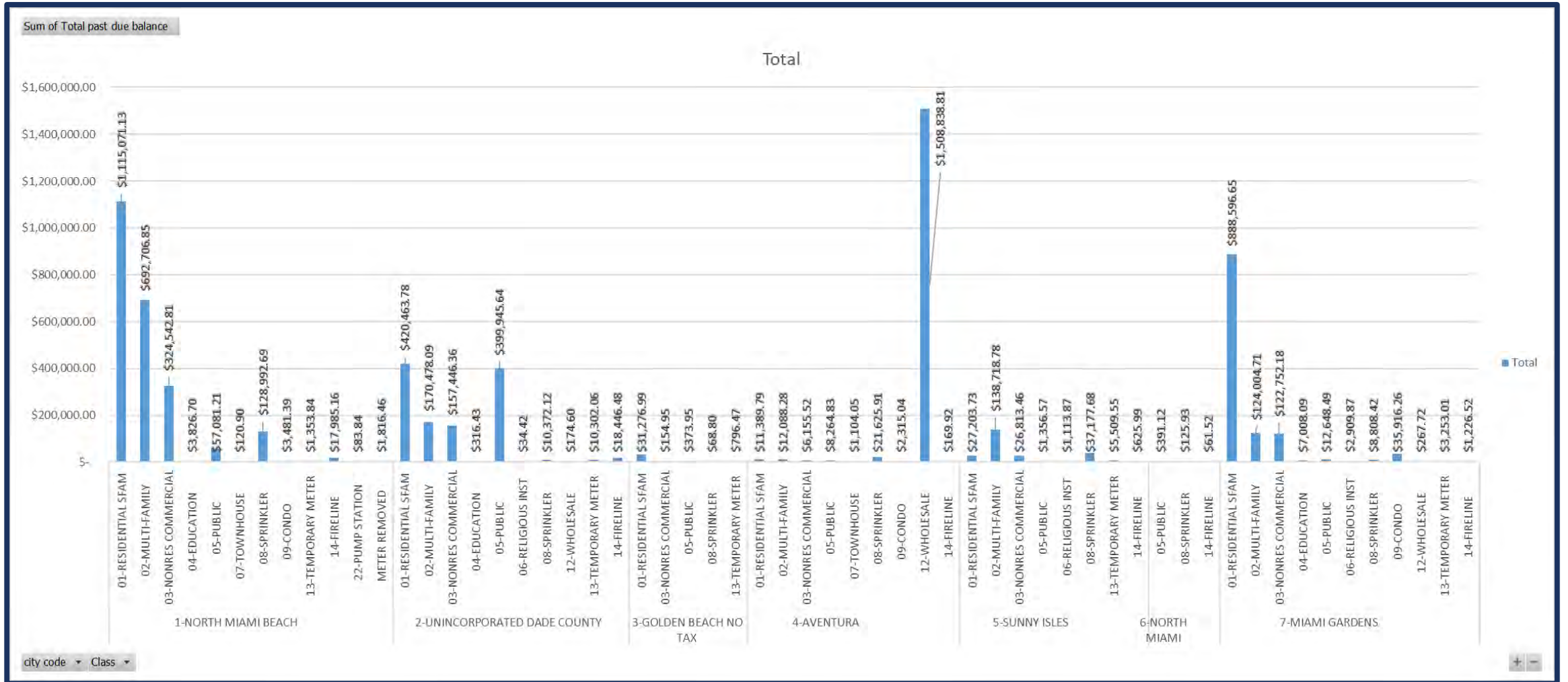
Customer Service Update

Open Delinquent Accounts

Month	NMB	Outside NMB
May 2024	\$1,994,571.33	\$4,779,952.24
June 2024	\$2,062,701.07	\$4,930,893.37
July 2024	\$1,872,648.19	\$4,324,934.40
August 2024	\$2,221,145.82	\$5,114,301.44
September 2024	\$1,986,503.50	\$4,797,994.71
November 2024	\$2,279,012.96	\$4,627,507.96
December 2024	\$2,471,432.81	\$4,914,018.33
January 2025	\$2,347,062.98	\$4,241,563.36

Customer Service Update

Past Due Balances



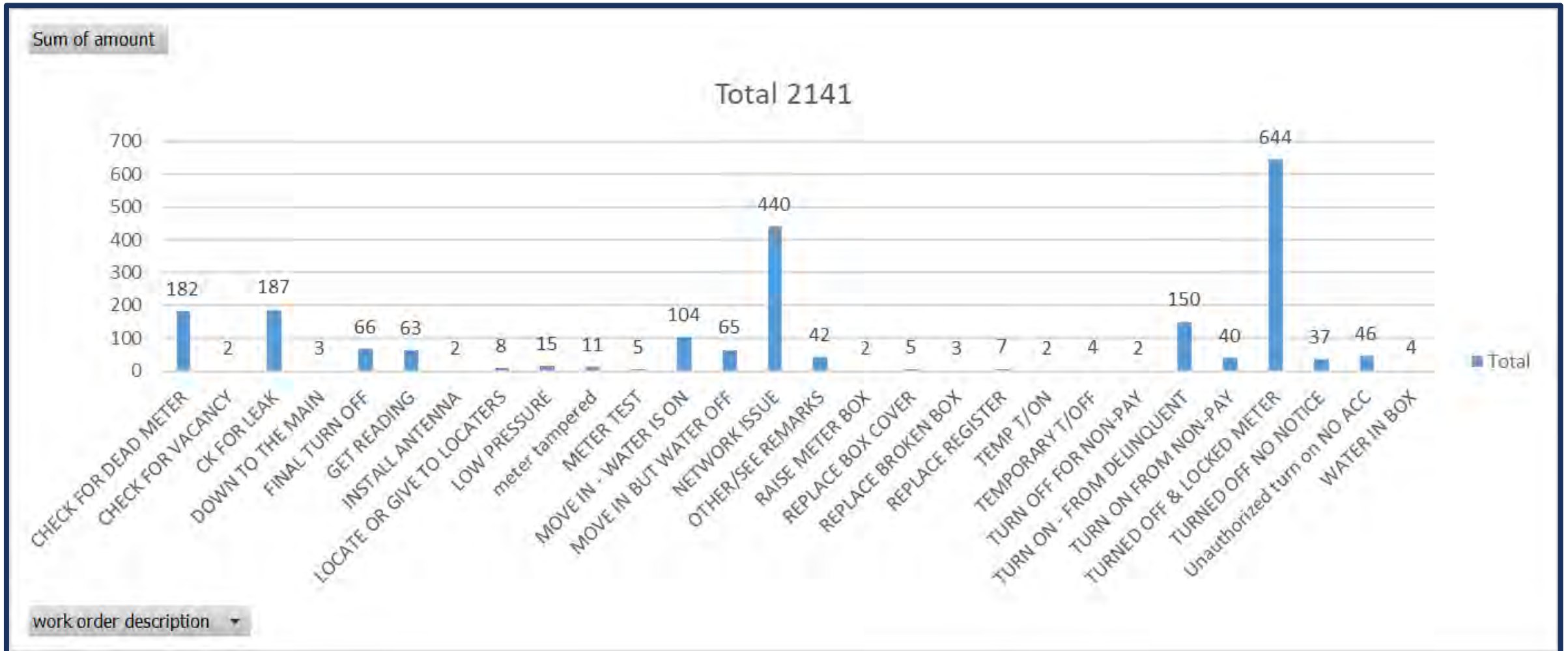
Customer Service Update

Total Open Accounts

- ❖ 690 accounts have a balance ranging from \$0.01 to \$24.99
(Represents 2%)
- ❖ 4,963 accounts are delinquent with a balance of \$25 or greater
(Represents 14%)
- ❖ 28,557 accounts are in good standing
(Represents 83%)

Customer Service Update

Work Orders – January



Customer Service Update

Delinquent Balance Per Service – Active & Inactive

Type of Charge	Amount
Water Related Charges	\$7,079,717.57
Sewer Related Charges	\$3,353,089.18
Sanitation Related Charges	\$1,287,561.17
Stormwater Related Charges	\$290,436.69
Other Fees (Taxes, Liens, Collection Fees, Bad Checks, Penalties)	\$985,987.71

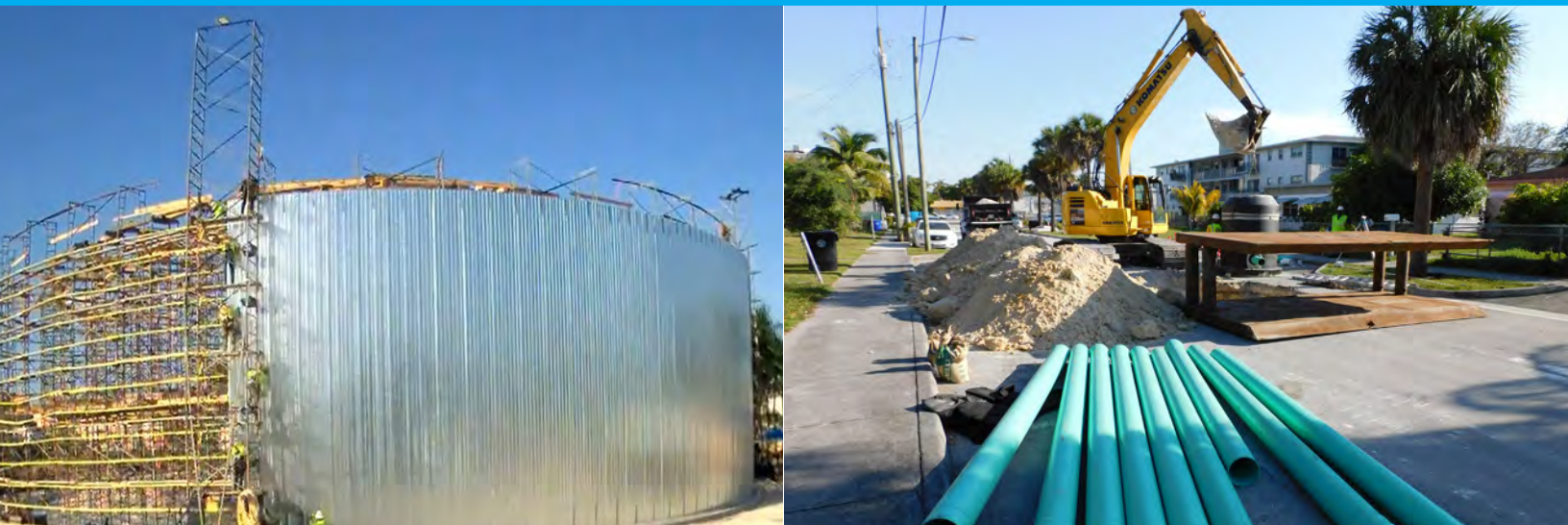


THANK YOU

Capital Improvement Program Management Support Monthly Progress Report

December 20, 2024, through January 24, 2025

NORTH MIAMI BEACH, FLORIDA





CIP Management Support Monthly Progress Report

December 20, 2024, through January 24, 2025

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Pre-Construction

Aqeel Abdool-Ghany, PE – CIP Program Manager

Highlights & Milestones

- The NMB Water CIP Team has received the 60% Design submittal from the Design Consultant for the Pinetree Park North and Pinetree Park South projects.
- The NMB Water CIP Team has reviewed and provided the Design Consultant with comments on the 60% Design for the Norland Southeast project and has discussed the feedback received from the consultant during the stage gate review.
- The NMB Procurement Department issued the Invitation to Bid (ITB) for the W2002A – Raw Water Transmission Main project on December 12, 2024. The bid period has been extended to January 31, 2025.

Challenges & Issues

- The NMB Water CIP Team is currently reviewing the high construction, bid costs and is evaluating the future of several CIP projects.
- Delays in obtaining permits for Sewer 2002 Master Pump station #4 and Sewer 2007-Bell Garden from Miami Gardens are impacting the progress of the construction project.

Project & Task Updates

- **Norwood Water Treatment Plant Improvement – Phase 2 (Raw Water Transmission Main)**
 - The NMB Procurement Department advertised the project for bidding on December 12, 2024.
- **Pinetree Park – North Watermain Replacement**
 - The City of Miami Gardens has approved and issued the right-of-way permit. The Design Consultant has submitted the 60% Design milestone, and the CIP Team has established the stage gate review for the 60% Design.
- **Pinetree Park – South Watermain Replacement**
 - The Design Consultant has submitted the 60% Design milestone, and the CIP Team has in the process of establishing the stage gate review for the 60% Design.
- **Norland – Southeast Watermain Replacement**
 - The consolidated comments have been submitted to the Engineer of Record for resolution and inclusion in the forthcoming 90% Design submittal.
 - The consultant has provided their response to the consolidated comments, which has been discussed during the progress meetings.
- **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 CIP team is in communication with the City of Miami Gardens Engineering Department and is actively addressing any comments regarding the Right-of-Way (R/W) permit, in collaboration with the contractor.
- **Bell Gardens Force Main Replacement**
 - The CIP team is in communication with the City of Miami Gardens Engineering Department and is actively addressing any comments regarding the Right-of-Way (R/W) permit, in collaboration with the contractor.
- **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)**
 - Analyze all submitted bids and provide a recommendation for lowest bid.
- **Pinetree Park – North Watermain Replacement**
 - Submit all comments to the Engineer of Record (EOR) following the review conducted during the 60% design stage gate review period.
- **Pinetree Park – South Watermain Replacement**
 - Submit all comments to the Engineer of Record (EOR) following the review conducted during the 60% design stage gate review period.
- **Norland – Southeast Watermain Replacement**
 - The consultant is to incorporate all agreed-upon 60% design comments into the 90% design.
- **Master Pump Station #4 Force Main Re-routing**
 - Obtaining the approved Right-of-Way (R/W) permit from the City of Miami Gardens.
- **Bell Gardens Force Main Replacement**
 - Obtaining the approved Right-of-Way (R/W) permit from the City of Miami Gardens.

Construction

Tom Raihl, PE, CCM – Construction Manager

Highlights & Milestones

- **Eastern Shores Watermain System Rehabilitation – Phase 2**
 - The contractor is flushing and disinfecting the lines on NE 164th Street.
 - The temporary paving is complete.
 - The CIP Team is waiting for Miami-Dade County Department of Health (DOH) approval for NE 166th Street East.
 - Service connections are being made for all streets working from North to South – except for NE 164th and its associated Avenues as the CIP Team is waiting for DOH certification.
- **Norwood Water Treatment Plant Improvements (5-Million-Gallon Water Storage Tank)**
 - The 5-Million-Gallon storage water tank has been certified.
- **Corona del Mar Collection System – (Private Laterals)**
 - The contractor has connected nine (9) properties to the new sewer system and has completed installing the next thirty-one (31) lateral connection connections, but the CIP Team is still waiting for DOH permits. Thirty (30) additional permits are currently with DERM awaiting approval.
- **Operations Center Rehabilitation**
 - Electrical installation is taking place in advance of the delivery of the Variable Frequency Drives.
- **Norwood Water Treatment Plant Production Wells Installation**
 - The project has been re-started after an interruption due to well subsidence, but a new subsidence has occurred.
- **Bunche Park Water Main Rehabilitation**
 - The permit has been obtained and construction will commence shortly.

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), WATR 2002c Norwood Water Treatment Plant, and SEWR 2001 and WATR 2007o Bunche Park.
- Corona Del Mar is currently six months late due to permitting issues with the Building Department, Plumbing Department, DERM, and the DOH.

Project & Task Updates

- **NE 153rd Street Watermain**
 - The CIP Team is waiting for the resolution of the contractor's claim prior to closing out. The City of NMB Attorney has taken up this claim.
- **Norwood Water Treatment Plant Improvements**
 - The 5-Million-Gallon Water Storage Tank is now certified, and work has begun on the new Warehouse and the new High Service Pump Station.
- **Corona del Mar Collection System – Phase 3**
 - Proceeding with the permitting and installation for the private lateral connections.
- **Norwood Water Treatment Plant Production Wells Installation**
 - Well development for the Floridan is complete.
- **Corona del Mar Collection System – Phase 2**
 - The CIP Team is waiting for the resolution of the contractor's claim prior to closing out. The City of NMB Attorney has taken up this claim.

Upcoming Initiatives & Deliverables

- **Eastern Shores Watermain System Rehabilitation – Phase 2**
 - Testing, Flushing, and Disinfection of NE 164th Street.
 - Transfer of the services from the existing watermain to the new watermain.
- **Norwood Water Treatment Plant Progressive Design-Build at a Budget**
 - Paving of the roadway near the truck scale.
 - Construction of the new maintenance workshop.
- **Master Pump Station #4 Force Main Re-Routing**
 - Submitting permits for the system to the City of Miami Gardens.
- **Bell Gardens Force Main Replacement**
 - Submitting permits for the system to the City of Miami Gardens. Awaiting the MOU and easement documentation.
- **Operations Center Rehabilitation**
 - Installing mechanical and electrical systems.



Norwood Water Treatment Plant – 5-Million-Gallon Water Storage Tank



Eastern Shores Watermain System Rehabilitation – Phase 2

City of NMB – Water / Sewer Projects

Guilherme Neukamp – Water / Sewer Design Manager

Highlights & Milestones

- Significant progress made in the transition of key projects, ensuring a seamless continuation of work into the new year. Teams remain focused on addressing outstanding tasks, reviewing deliverables, and aligning priorities for 2025.

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**
 - Continued progress across multiple task orders, with ongoing updates to designs, drawings, and project plans.
 - Task Order #9 has been approved, allowing for the next phase of the work to proceed.
- **Wellfield Protection and Palm Land**
 - The NMB City crew continues to address necessary repairs, while a specialized contractor has been engaged for additional work.
 - A comprehensive report outlining completed repairs, unforeseen challenges, and an action plan for remaining tasks was submitted to DERM on December 26, 2024, meeting the required deadline.
- **Cravero Force Main Replacement**
 - A site visit was conducted with the force main crew to review project requirements and establish an action plan. The plan includes an initial assessment of the force main's condition through exploratory measures, which will determine the feasibility of proceeding with the lining process.

Upcoming Initiatives & Deliverables

- **SCADA Rehabilitation**
 - Efforts remain focused on finalizing outstanding submittals and aligning implementation timelines to ensure smooth execution.
- **Wellfield Protection and Palm Land**
 - The City will work with contractors to complete outstanding repairs, ensuring compliance with DERM regulations and wellfield protection standards.
- **Cravero Force Main Replacement**
 - The contractor has scheduled sewer line cleaning for February 11 – 13, 2025, as part of the preparatory work.

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, January 24, 2025. 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 June 19, 2027, 116 days later than planned. The WIFIA substantial completion (WIFIA Development Default Deadline) is February 23, 2027.

Project Specific Updates – WATER

- **WATR2002 – Construction of Norwood WTP Improvements Phase 2 (Raw Water Transmission Main) –** “Bid Period,” was extended out to January 31, 2025, versus last month’s forecast of December 31, 2024. Project completion is forecast to be September 13, 2026.
- **WATR2002 – Construction of Norwood WTP Improvements Phase 2 (Wells) –** The Biscayne Aquifer Well is on Hold.
- **WATR2002 – Construction of Norwood WTP Improvements Phase 2 (Plant Improvements) –** Substantial completion is holding as previously forecast for April 15, 2026, as reported last month.
- **WATR2005 – Eastern Shores Watermain System Rehabilitation Phase 1 –** Construction was completed April 30, 2023.
- **WATR2005 – Eastern Shores Watermain System Rehabilitation Phase 2 –** Construction NTP was received April 19, 2024. The anticipated substantial completion date is April 15, 2025, versus last month’s forecast of April 30, 2025. Final completion was moved up to May 15, 2025, versus last month’s forecast of May 30, 2025.
- **WATR2007 – Oleta River Crossing –** Project completion is forecast to be December 31, 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 has been pushed out to May 2026. Project completion is pushed to June 19, 2027.
- **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 NTP for the remaining portion of the project on September 16, 2024. “Construction Administration and Permitting” was forecast to finish up on December 31, 2024, and has been pushed out until January 31, 2025, pushing Construction completion out until October 13, 2025 versus last month’s forecast of September 12, 2025.
- **WATR2007 – Pinetree Park / Pinetree North –** The CIP Team have incorporated an updated schedule from the Design Consultant. “Prepare 60% Design Package,” to be completed on January 8, 2025, versus last month’s forecast of December 27, 2024. Construction is currently forecast to complete on March 5, 2027, versus last month’s forecast of January 22, 2027.

- **WATR2007 – Pinetree Park / Pinetree South** – The CIP Team have incorporated an updated schedule from the Design Consultant. “Prepare 60% Design Package finished on January 24, 2025. Construction activities have been updated to complete January 16, 2027.
- **WATR2007 – Norland Southeast Phase 4** – This schedule has been updated to reflect the Design Consultant’s schedule. “Prepare 60% Design Package,” finished November 11, 2024. “Prepare 90% Design Package,” is ongoing and forecast to finish on March 3, 2025. Project completion is forecast to finish July 28, 2026.
- **WATR2007 – Aerial Crossing Replacement** – This project is currently on hold until further notice.
- **WATR2009 – Design and Construct SCADA & Radio Telemetry System Upgrades** – The project is being managed by the City of NMB. “Construction Administration & Permitting,” finished on February 2, 2024. The anticipated substantial completion is now January 31, 2025, which pushes project completion to May 1, 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** – Minimal 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, as reported last month.

Project Specific Updates – SEWER

- **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** – NTP was given on November 19, 2024. “Construction Administration & Permitting,” is forecast to finish on February 17, 2025, versus last month’s forecast of January 17, 2025. Construction completion is forecast to be January 13, 2026, versus last month’s forecast of December 13, 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.
 - Inspection completed November 17, 2023. “Recommended Repairs Completion,” finished on December 26, 2024. The CIP Team added a new task named RAI #1 from DERM that the team will be tracking.
 - Palm Land is forecast to complete August 10, 2025, versus last month’s forecast of July 1, 2025.
- **SEWR2004 – Construct Cravero Force Main Replacement** – This project is being managed by the City of NMB. “Construction Administration and Permitting,” began November 1, 2024, and is anticipated to finish on February 3, 2025. The project is projected to finish March 31, 2025.
- **SEWR2005 – Construct Velda Farm Force Main Replacement** – This project is being managed by the City of NMB. The project final completion was December 20, 2024.
- **SEWR2006 – Construct Corona del Mar Phase II (Main Line Sewer)** – Construction completion was November 30, 2023.
- **SEWR2006 – Construct Corona del Mar Phase II (Private Property Laterals)** – “Construction Administration & Permitting,” runs 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, and is forecast to finish July 31, 2025. Construction completion is forecast to finish August 30, 2025, as reported last month.

- **SEWR2007 – Construct Bell Gardens Force Main Replacement** – NTP was given on November 19, 2024. “Construction Administration & Permitting,” is forecast to finish on February 17, 2025, versus last month’s forecast of January 17, 2025. Construction completion is forecast to be February 12, 2026 versus last month’s forecast of January 12, 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.

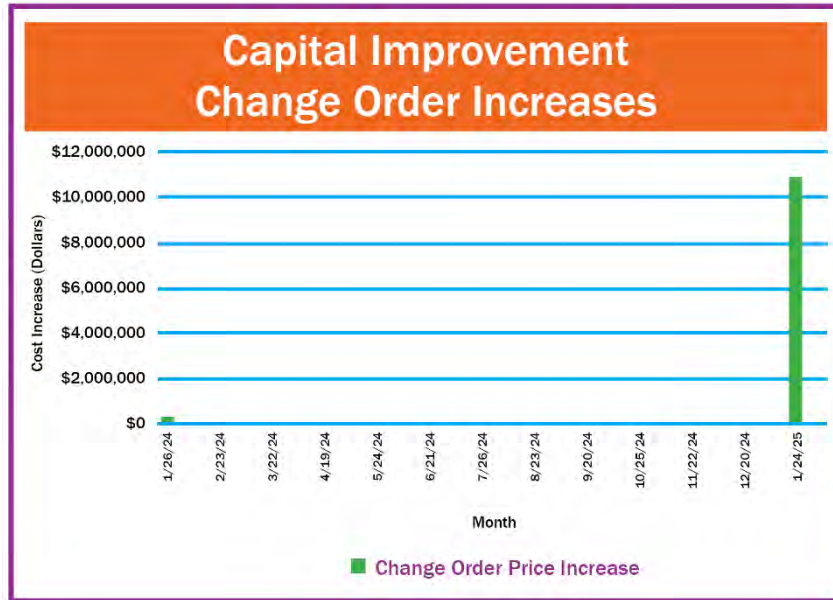
- Regulatory Compliance Milestones** – A total of 53 WIFIA milestones have been identified. A total of twenty-four (24) WIFIA milestones have been completed representing 45% overall completion. There were two milestones completed in this reporting period.



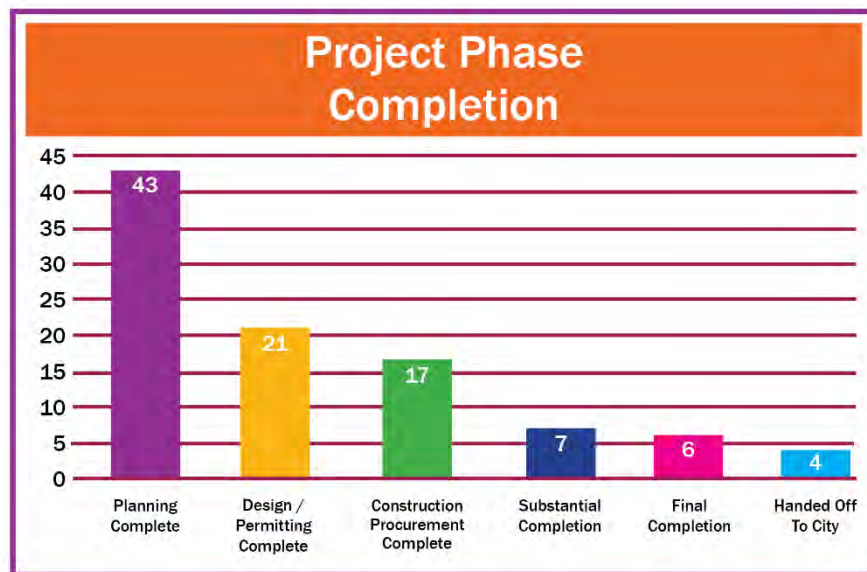
- Change Order Quantity** – Twenty-seven (27) Change Orders have been approved, representing a total program increase cost of \$11,579,236.50. Two Change Orders were approved during this reporting period.



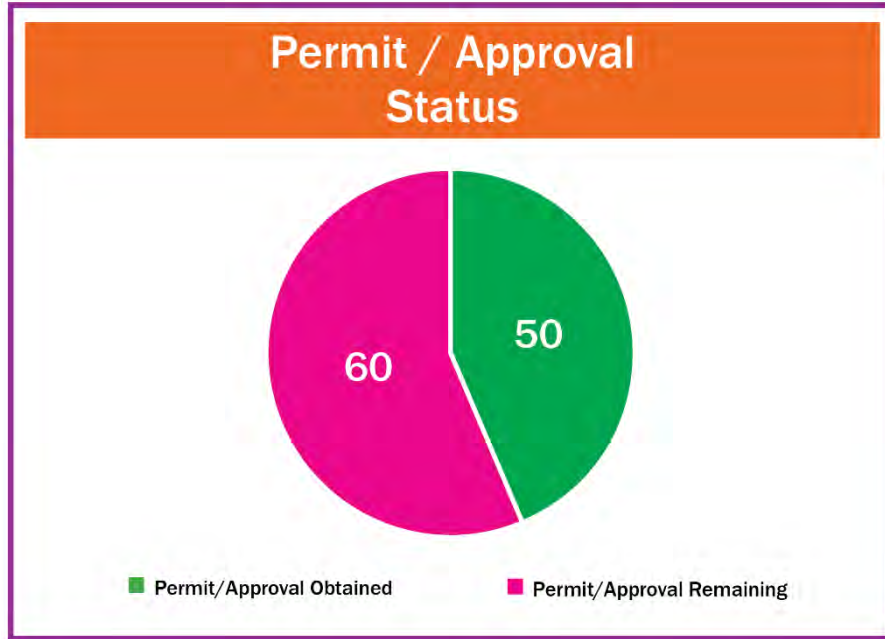
3. **Change Order % of Change** – The Change Orders approved for \$10,495,430.85 represents a 12.68% overall program cost increase.
 - **Change Order 1** – All Webb’s Enterprise: \$260,000.00 for Norwood Water Plant production wells.
 - **Change Order 2** – PCL: \$10,235,430.85 for Norwood Water Plant improvements.



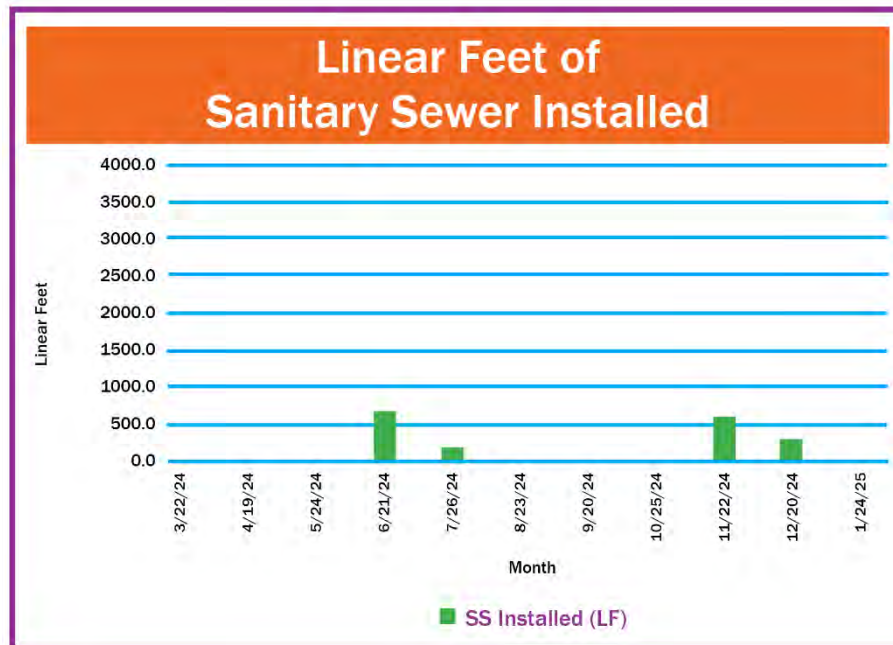
4. **Health & Safety** – There are a total of 5 safety incidents. None occurred in this reporting period.
5. **Project Phase Completion** – There are 43 identified potential projects in the CIP. The graph below shows how many projects have completed each of the milestones. Four projects have been handed off to the City including Washington Park, Velda Farms, Cravero and NE 19th Avenue.

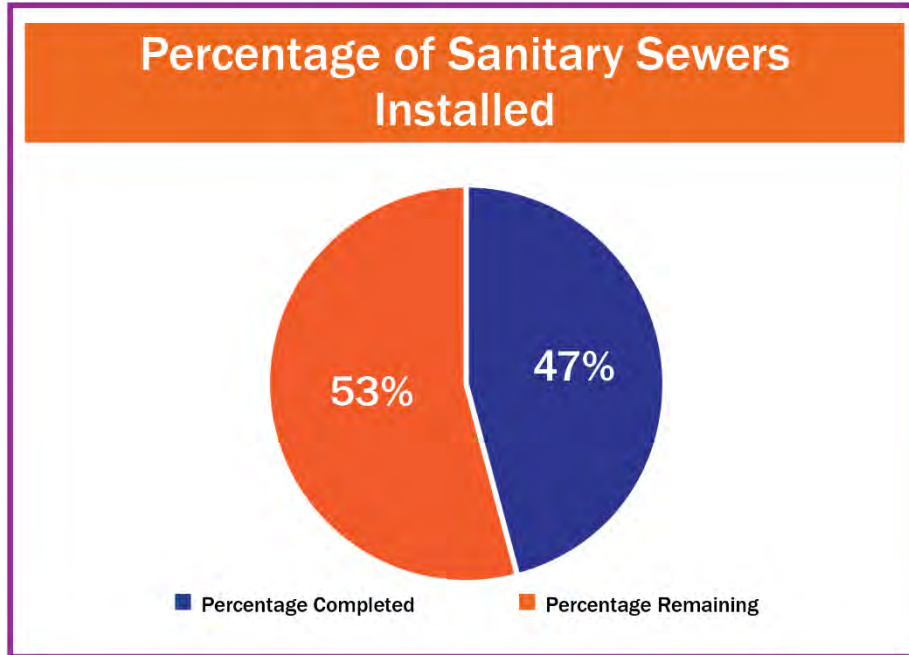


- 6. **Permit/Approval Status** – There are currently 110 permit / approvals identified still needed to be secured under this program from various agencies including Miami-Dade County Public Works, South Florida Water Management District, the Florida Department of Transportation. No permits were obtained during this reporting period.

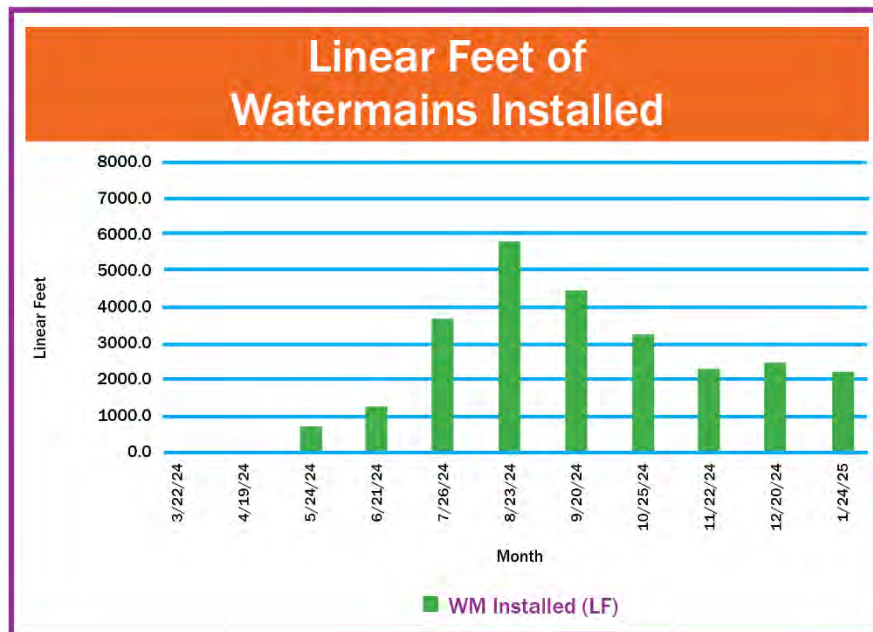


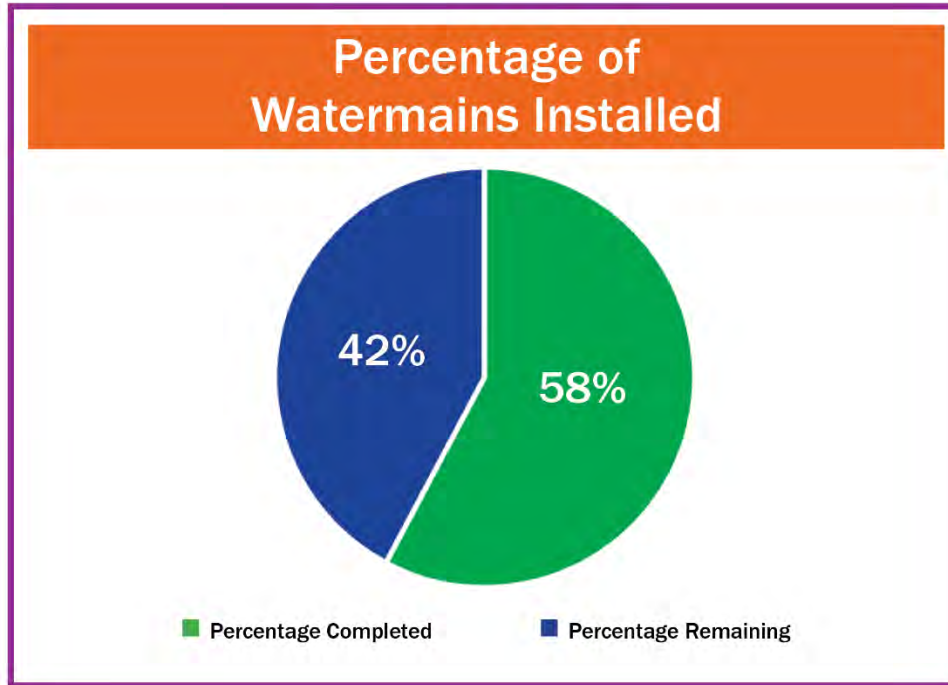
- 7. **Linear Feet of Sanitary Sewer Installed** – 0 linear feet of sanitary sewers were installed during the reporting period. There is a total of 20,394 linear feet of sewer currently planned to be installed. To date, 9,675 linear feet have been installed.





8. **Linear Feet of Watermains Installed** – 2,115 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 49,598 linear feet have been installed.







Monthly Progress Report

December 2024
Operations and Maintenance





Monthly Progress Report

Summary – December 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 December 2024.

In December 2024, NMB Water completed the following significant milestones and essential tasks:

- Norwood Water Plant produced approximately 746 million gallons of water.
- Water Maintenance completed a total of 227 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. 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 November 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 income 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, and the next scheduled payment is in January 2026.

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 49%, as of 12/31/2024.

Bond Rating

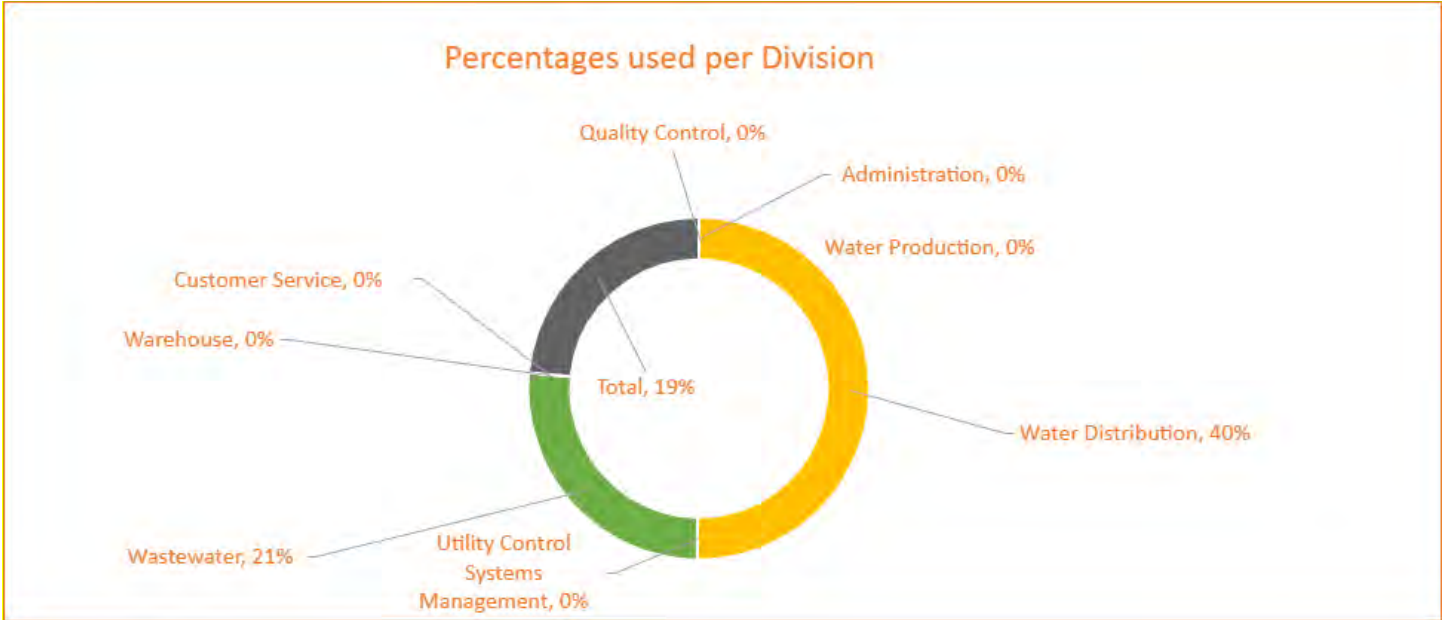
A utility’s bond rating is a grade that indicates its creditworthiness. Under the Fitch rating system, NMB Water investment grade is currently an A+. Based on AWWA table below, it is considered an Upper Medium Grade.

	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 \$4,095,000.00 in funds for Fiscal Year 25. The table below summarizes the R&R allocated vs. invested dollars. 19% of Repair and Replacement funds have been encumbered so far in fiscal year 2025.

Divisions	Allocated	Invested
Water Production	\$1,183,000.000	-
Customer Service	\$0.00	-
Wastewater	\$1,750,000.00	\$367,320.00
Quality Control	\$0.00	-
Water Distribution	\$1,000,000.00	\$399,537.00
Warehouse	\$60,000.00	-
Administration	\$38,000.00	-
Utility Control Systems Management	\$64,000.00	-
TOTAL	\$4,095,000.00	\$766,857.00



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 associations.

There were no Community Outreach events held in December.

Safety and Claims

Employee Training

Training employees is expressed as "the monthly number of training hours per employee as full-time equivalents (FTE)". This metric gives an indication of how much training was given to employees. The aim goal was reduced from 10 to 5 hours to make it more achievable given the lower number of training hours. There were no training courses offered for the month of December.

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 December 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 five incidents reported in December, totaling \$5,606.43 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.

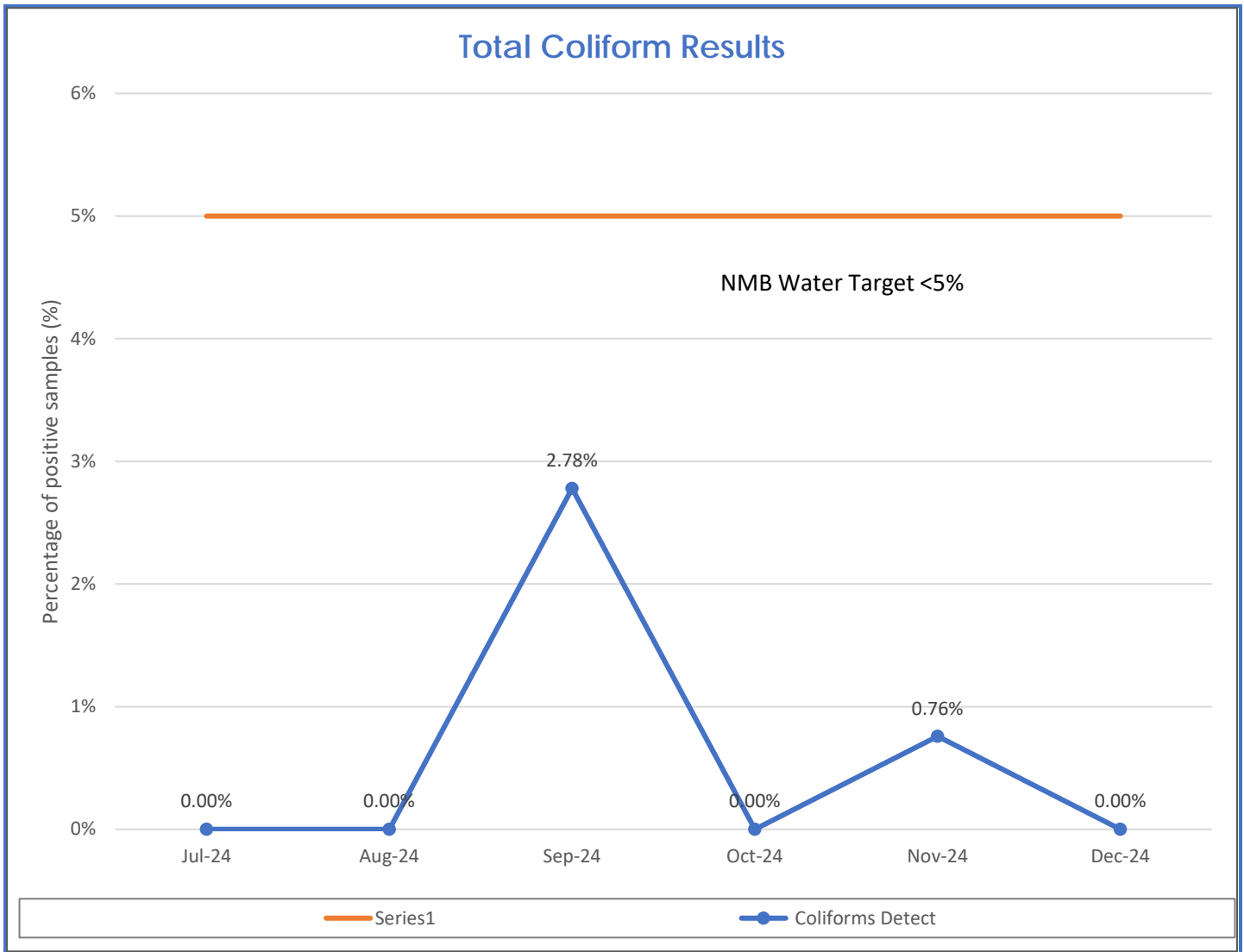
Water Quality Metrics

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	0.21	✓
Color	<15 NTU	8	✓
Fluoride	0.6-4.0 mg/l	0.58	✓
Alkalinity	45-70 mg/l	50	✓
Hardness	55-90 mg/l as CaCO ₃	62	✓
Cl ₂ Residual – Norwood	3.8-4.0 mg/l	3.8	✓
Cl ₂ Residual – Golden Beach	min 0.6 – 4.0 mg/l	2.91	✓

Coliform and Chlorine Residual Results

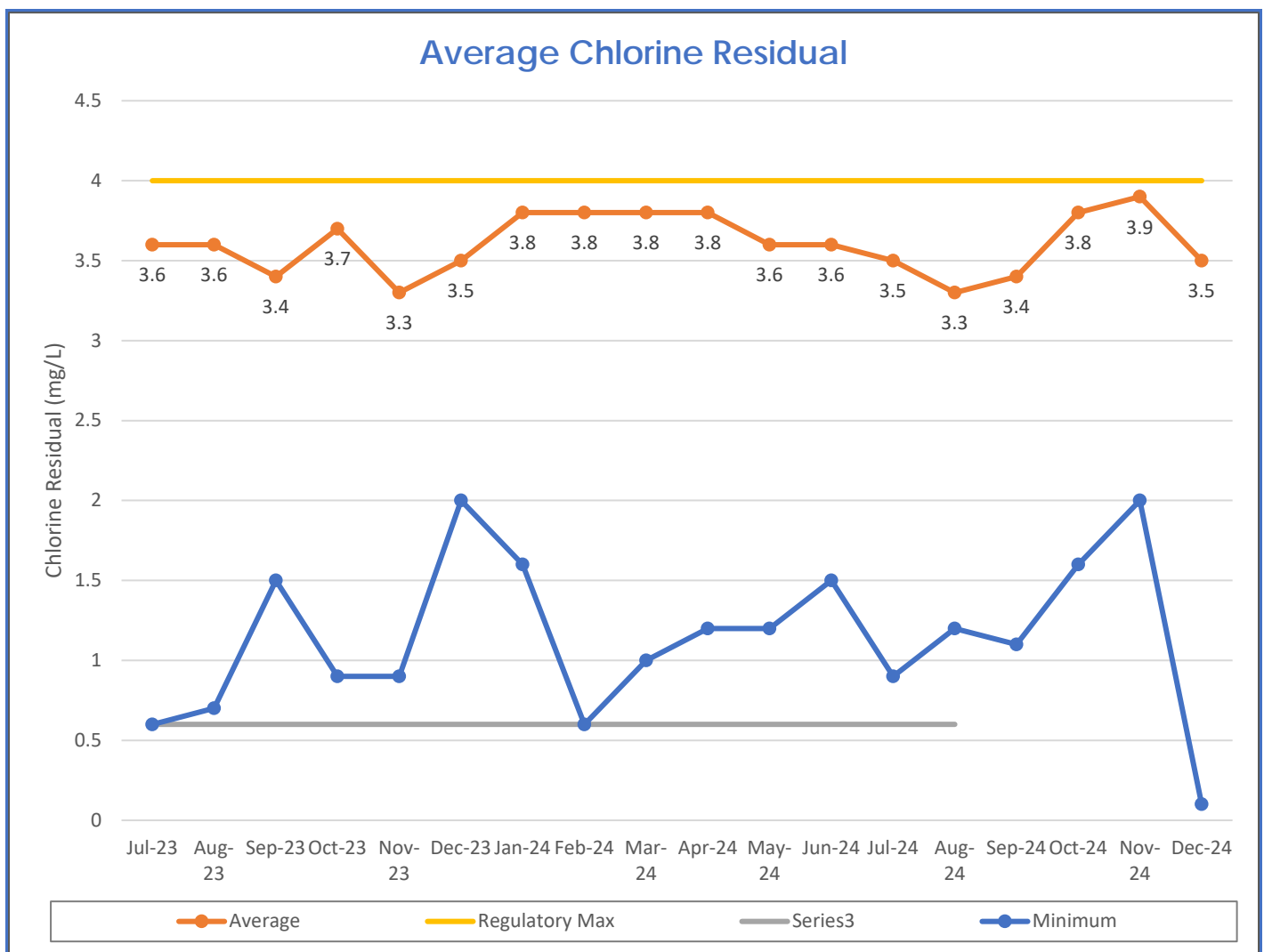
The results of the measurements show NMB Water continues to provide safe and potable water for the customers. Data is captured monthly from the revised total coliform rule report and chlorine residual submitted to the regulatory agency. The regulatory agency has determined the target.



Chlorine Residual Results

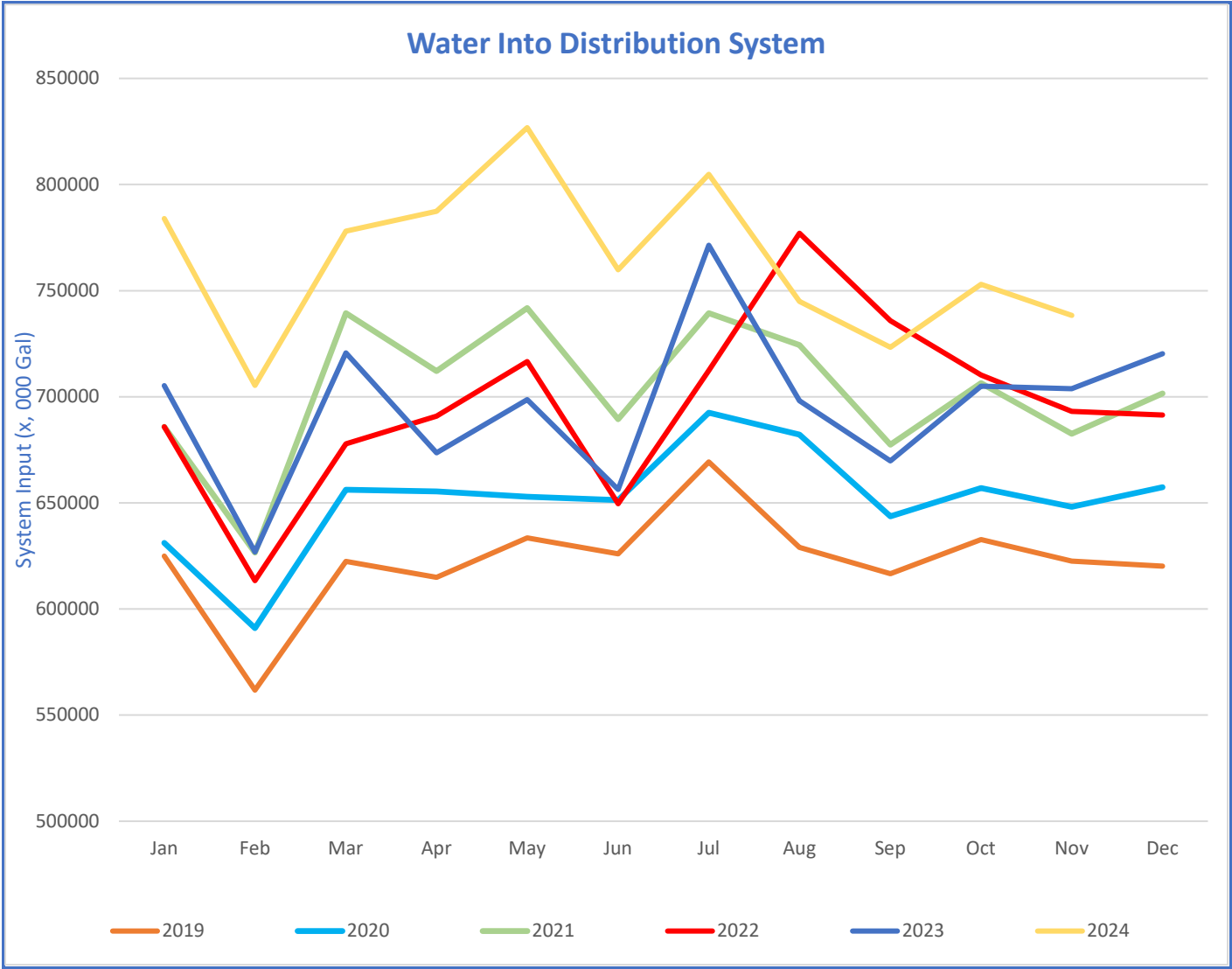
NMB Water collects a minimum of 134 water samples from within the water service area each month. While collecting samples to test for the indicator bacteria total coliforms, the lab technician checks and records the residual chlorine and pH at each location. The water sample collection locations are 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 746 million gallons in December 2024.



Pending Challenges & Issues

- Well, #s 1, 10, 20, 21, and 3F are temporarily out of service.
- Well #1- The motor to be replaced.
- Well #10 – Pending installation of new motor and pump.
- Well #20 – Pending well- maintenance.
- Well #3F – The motor to be replaced.
- Slaker # 2 is temporarily out of service.
- VOC Tower #1440 is leaking. Needed parts have been ordered for repair.
- Backwash tank #7134 is temporarily out of service. Purchase Order issued and waiting on completion of repair work.
- HSP 5312 – Contractor is working on the mechanical seal.
- HPP 2235 – Mechanical noise needs to be investigated. HPP 2235 is on the schedule to have motor and pump removed and repaired.
- Transfer pump 1511 – Pump removed by contractor for repair on 01/28/2025.
- Transfer pump 4511 – Pump is leaking by the mechanical seal.
- Transfer pump 4516 – Has been removed by contractor for repair on 01/28/2025.
- Concentrate pump 7033 – VFD is failing. Parts from contractor need to be installed.
- Interstate Pumps for Nano Skid #1, #2, #3 and #4 will be temporarily out of service due to broken A/C units.
- Nano Sulfuric Acid Pump #8442 needs to be replaced.
- Switchgear 1 lost communication with SCADA.
- Ro Sulfuric acid pump 8451 needs to be replaced.
- Lime side coagulant pump #2 needs to be replaced.
- Carbon Dioxide system is in manual.
- PH meter in the Odor Control Tower #2 is not working.
- Sulfuric Acid bulk tank is leaking in effluent pipe.

Project/Tasks Updates

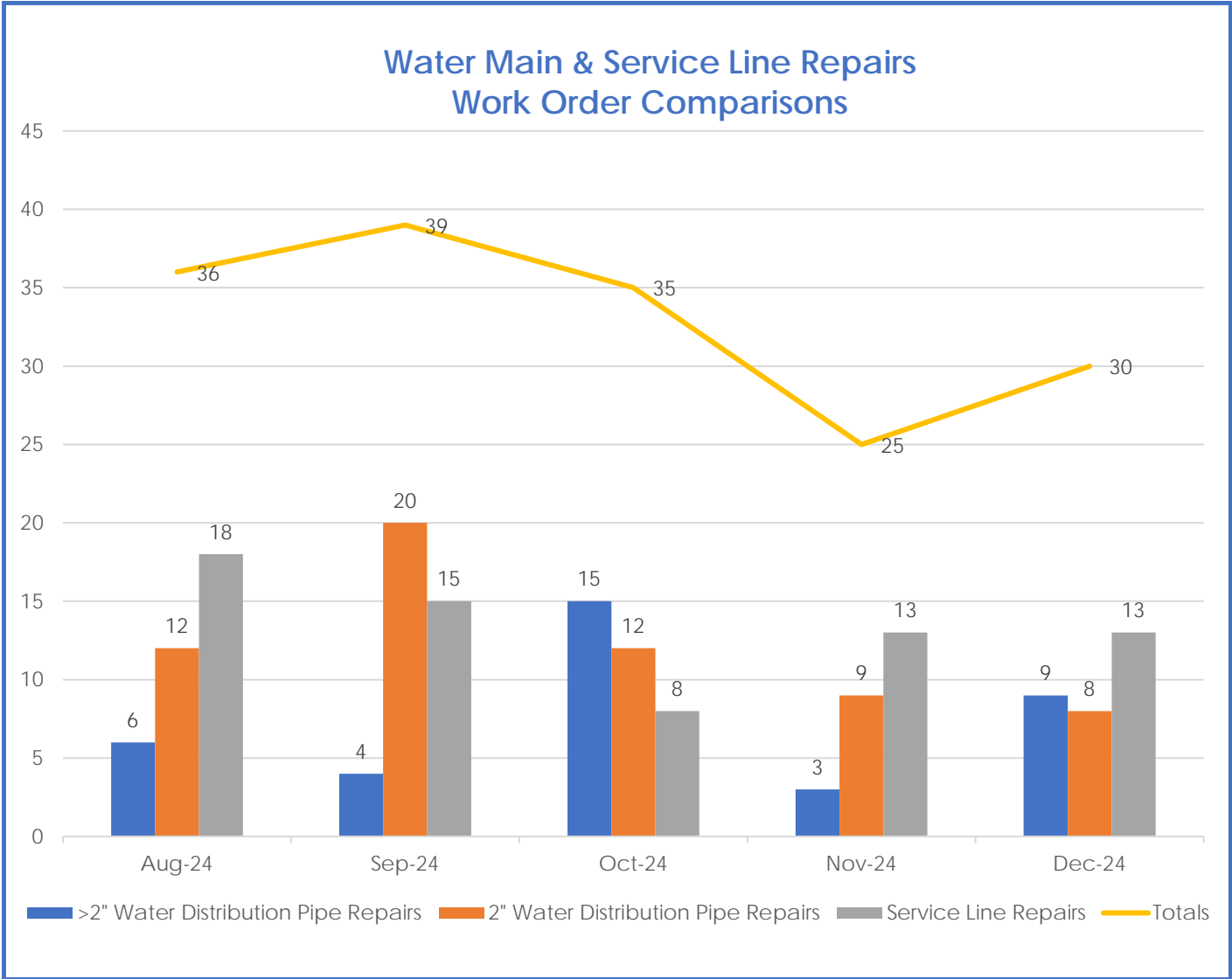
- Install a flow meter in the Bleach pumps.
- Check Valve in Well 12, needs to be replaced.

Upcoming initiatives, Deliverables & Safety

- Remove the extra sludge from the Water Treatment Plant.
- There are no safety incidents to report.

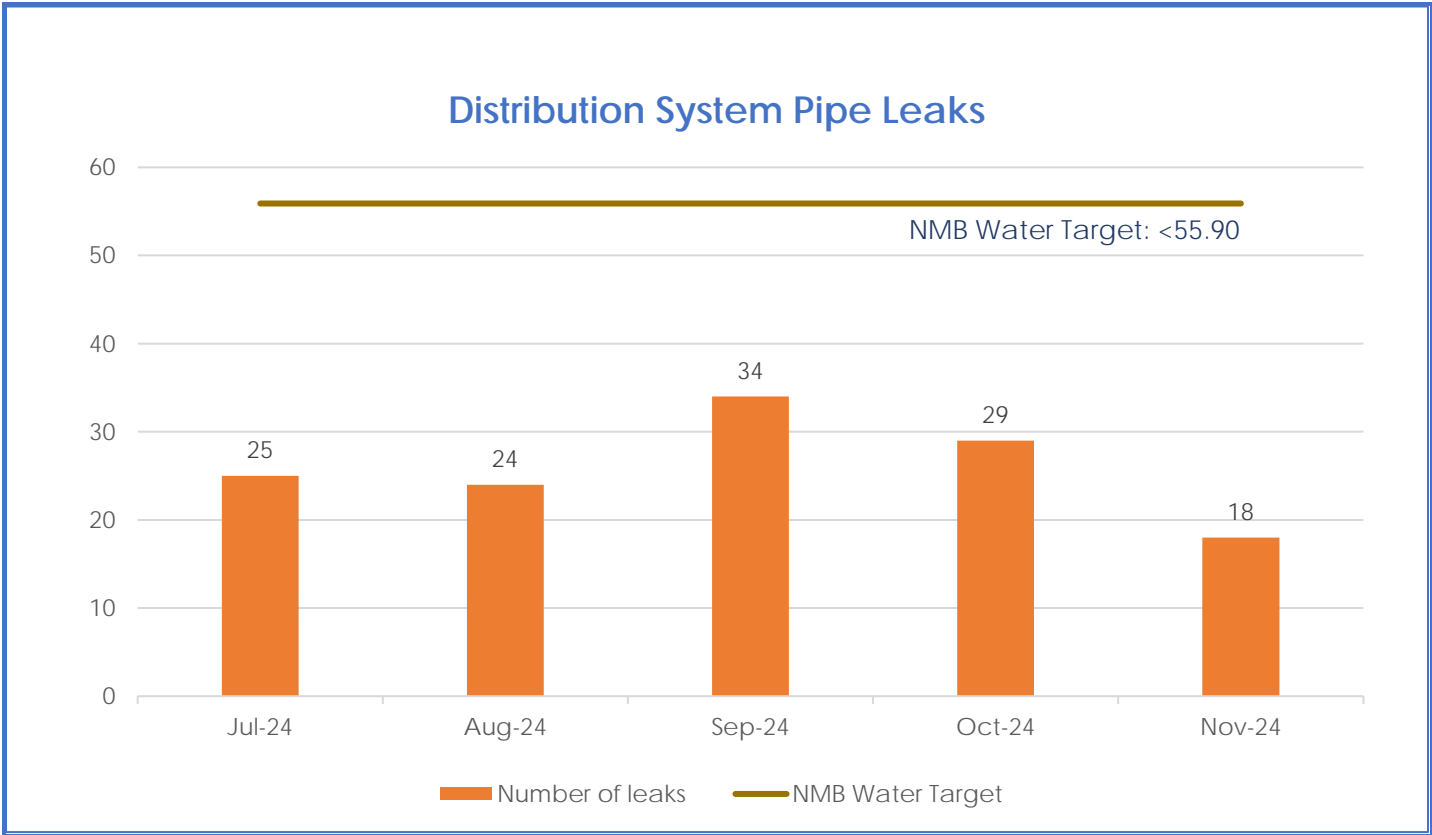
4. Water Distribution & Wastewater System Integrity (908)

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.



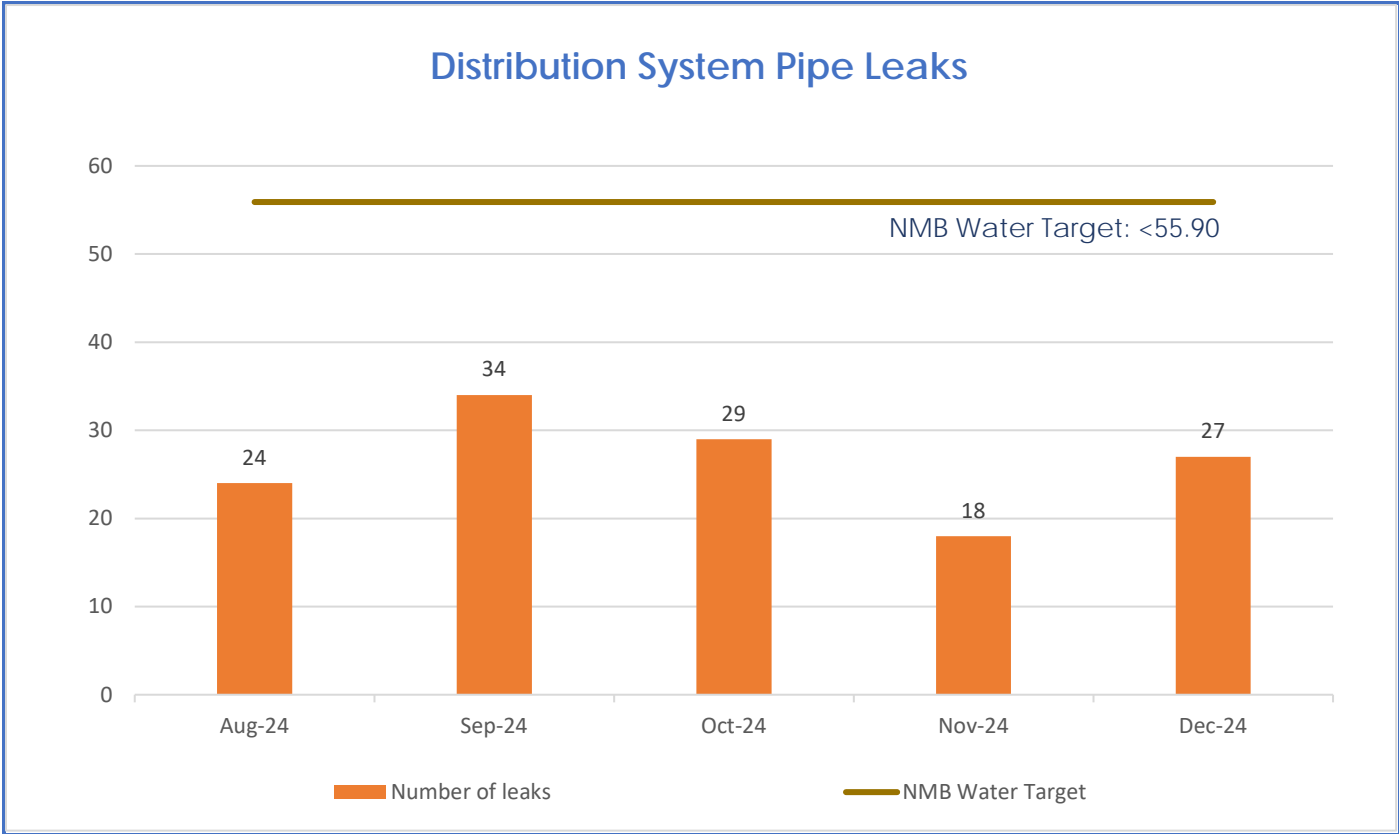
Pipe Leaks

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.



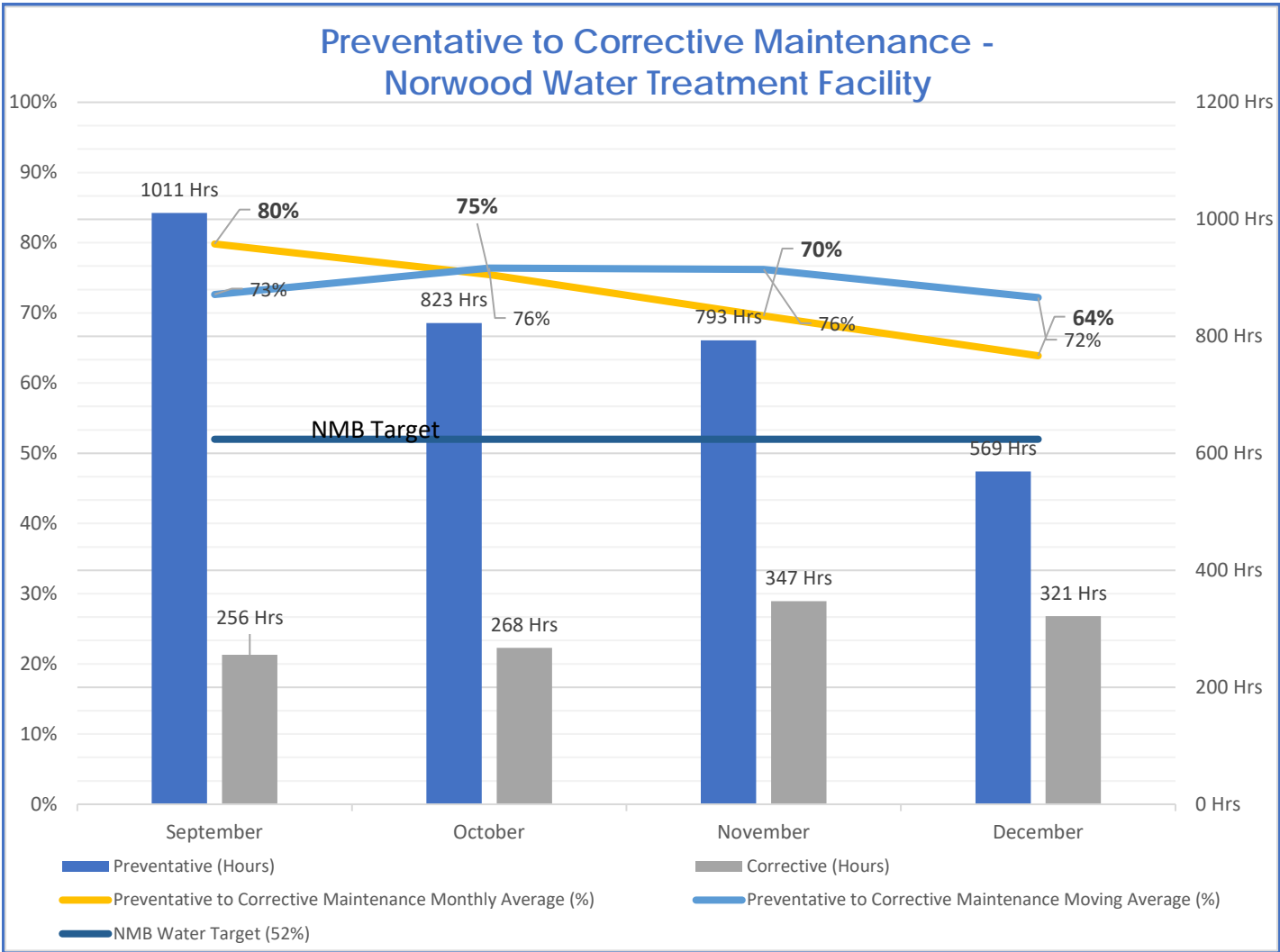
5. Water Distribution Maintenance (909)

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.

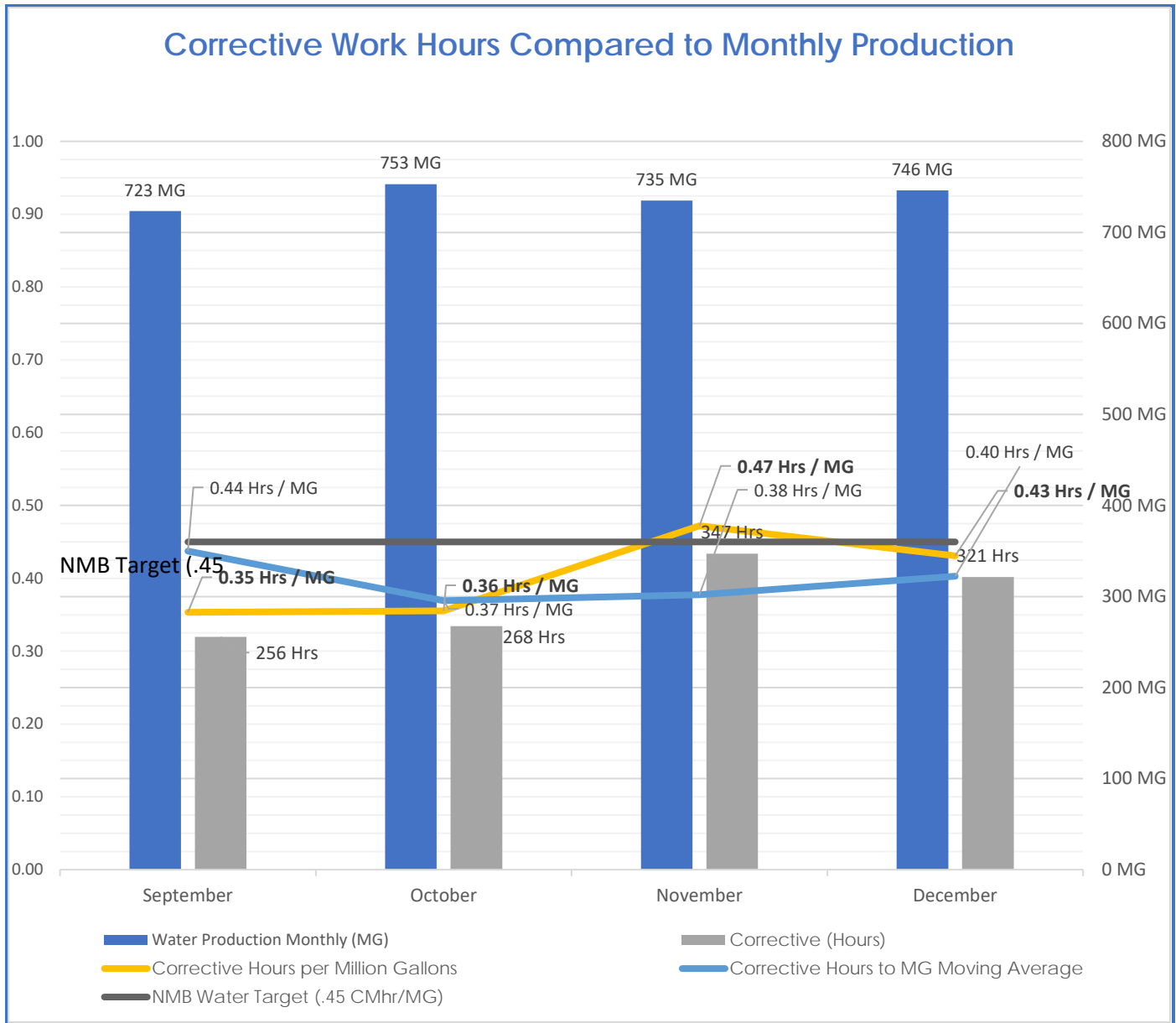
In general, the higher the orange line, the better the performance of the team. Also, we have included a moving average now in the report (blue line) to show the trend over a longer period. Ideally, we will be able to use this as our primary as it shows a more consistent progress.

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: December 2024

Total Work Orders Completed:

171 Preventative

47 Corrective

9 Enhancement / Upgrades

Pending Challenges & Issues: (Reference Water Production Manager's Monthly Report)

- Well 10, 20, 1 and 3F are temporarily out of service.
 - Well #10 requires rehabilitation due to poor flow rates.
 - On schedule for FY25 with contractor.
 - Purchase Order issued; work is pending.
 - 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.
 - Purchase Order issued; work is pending.
 - Well and motor sent to Contractor for repair.
 - 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.
 - Purchase Order issued; scheduled as high priority. Contractor on site as of 01/29/2025.
 - Well #1 is tripping intermittently.
 - Resistance is reading good. However, there may be an underlying problem internally in the motor. It is recommended that it be pulled for further diagnosis.

- On schedule for repair.
- 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.
 - Slaker #2 is pending delivery of parts for rehabilitation.
- VOC Tower #1440 Leaking.
 - Pending parts arrival from the Warehouse.
- Backwash Tank 7134
 - Pending Pump Installation (WO 66563).
- High Service Pump 5312.
 - Mechanical Seal is leaking. Parts have been ordered.
 - New seal arrived. Scheduled for installation by 02/07/2025
- 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 by Contractor after Transfer Pump #s 4516 4511.
- Transfer Pump 1511.
 - Motor damaged due to age. Pending motor replacement. Quotes obtained.
 - Modified designs are being devised to perform removal and installation of motor in-house.
 - Pump removed on 01/28/2025. Pending repair.
- 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.
 - Pump and motor removed on 01/28/2025. Pending repair.
- Concentrate Pump 7033.
 - Concentrate Pump 7033 has a failing VFD. New VFD arrived, pending installation.
 - Contractor will be helping with installation (March 2025).
- Interstage Booster Pumps 1, 2, 3, and 4.
 - Functional. Requires AC, but temporary solution found.
 - New Air Conditioners ordered. Pending delivery.
- Switchgear #1 Lost Comms.
 - Switchgear #1 has partial communication loss with SCADA. System is operational and pending further troubleshooting for repair.
 - Contractor will be helping with installation (March 2025).
- RO & Nano Acid Pumps
 - Pending Piping from Warehouse.
 - Pending Tables and Shields from contractor.
 - Purchased and pending delivery.
 - Backup Pump installed for use in case of emergency.
- Coagulant Pump #2 has been replaced.
- Fluoride Pump #1 has damaged motor.
 - Awaiting City Commission approval regarding the continued use of fluoride.
- Generators
 - In Progress.

- Sulfuric Acid Bulk Tank Leak at Drain Flange
 - Operations to hold deliveries to empty tank.
 - Maintenance ready to fabricate drain line.
 - Parts ready. Pending Installation.
- Carbon Dioxide System in Manual.
 - System has been in manual since before 2021.
 - Pending Contractor assistance to rectify.
 - Requisition pending approval.
- Switchgear #1 Communication/Power Monitoring
 - Pending Quotes to Repair.

Task Updates:

- I. Acid Room Upgrade.
 - a. Team to begin design stages for rebuilding the Acid Pump Rooms.
 - i. New piping designs to decrease failure points.
 - ii. New Valve locations to reduce Operations risk.
 - iii. New Solenoid & Bypass design to improve automation.
 - iv. New Pumps to reduce maintenance costs.
 - v. Painting
 - vi. Spares
- II. Caustic Room Upgrade.
 - a. Team to begin design stages for rebuilding the Caustic Pump Room.
 - i. New bypass design
 - ii. New table design.

- iii. Caustic Walkway Design
- iv. Shield Upgrade.

III. Nano pH Meter for Raw Water

a. Team scheduled to begin installation the last week of January.

- i. New piping
- ii. New pH meter & screen
- iii. New Labeling
- iv. Addition of Scada Screen

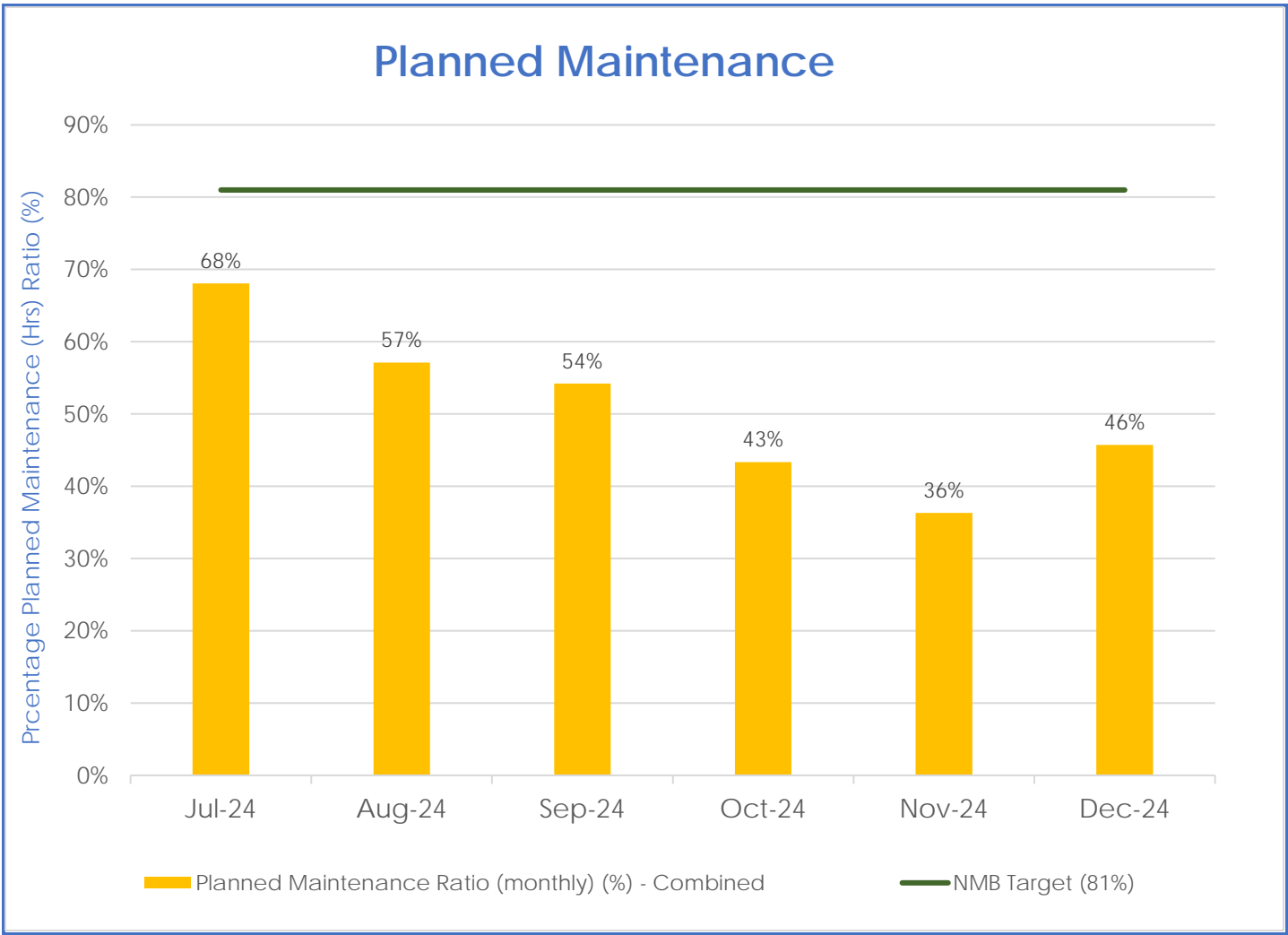
IV. FDEP Agreement #L0082 - Generator

a. Further documentation needed.

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.

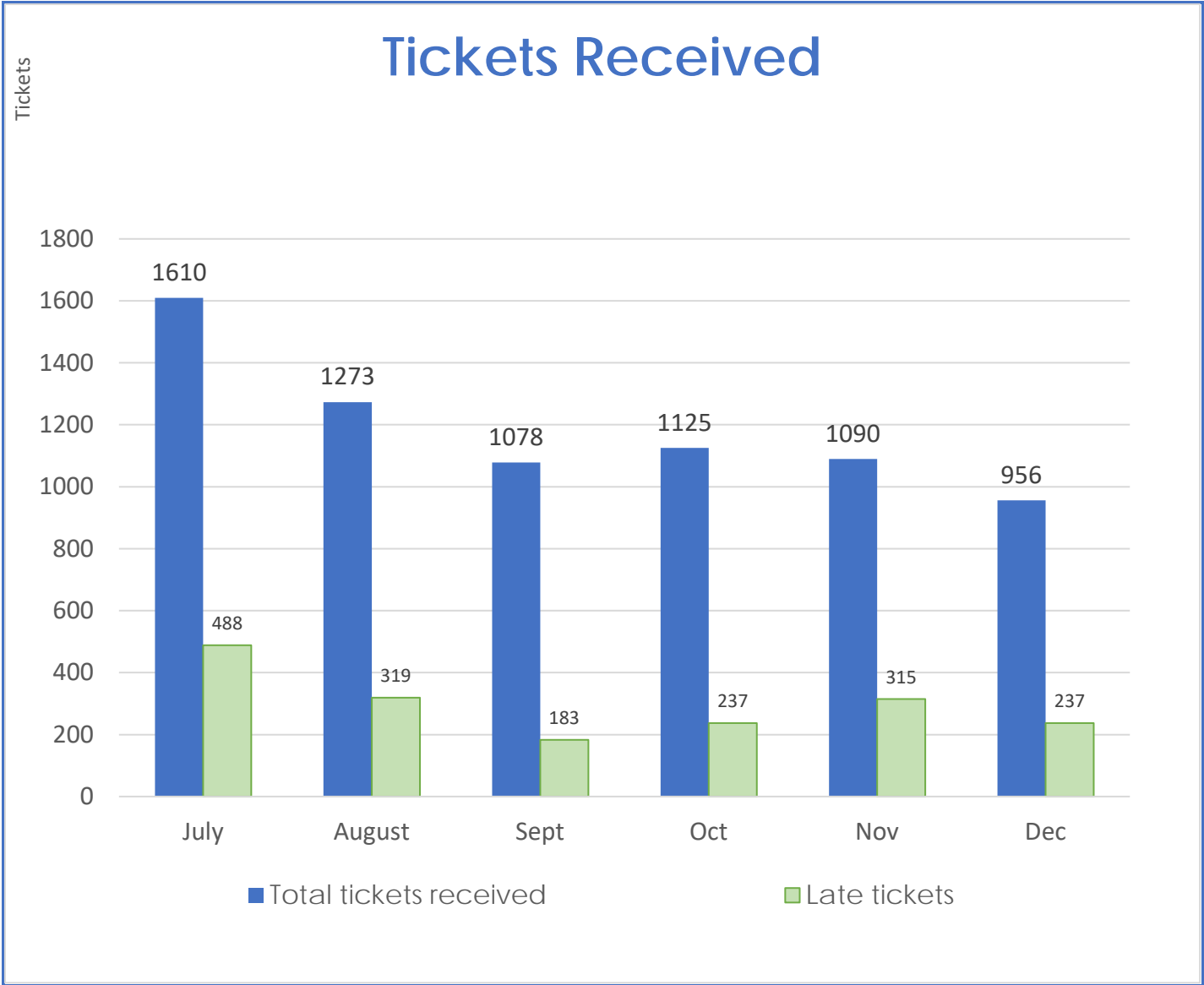


7. Infrastructure Coordination (912)

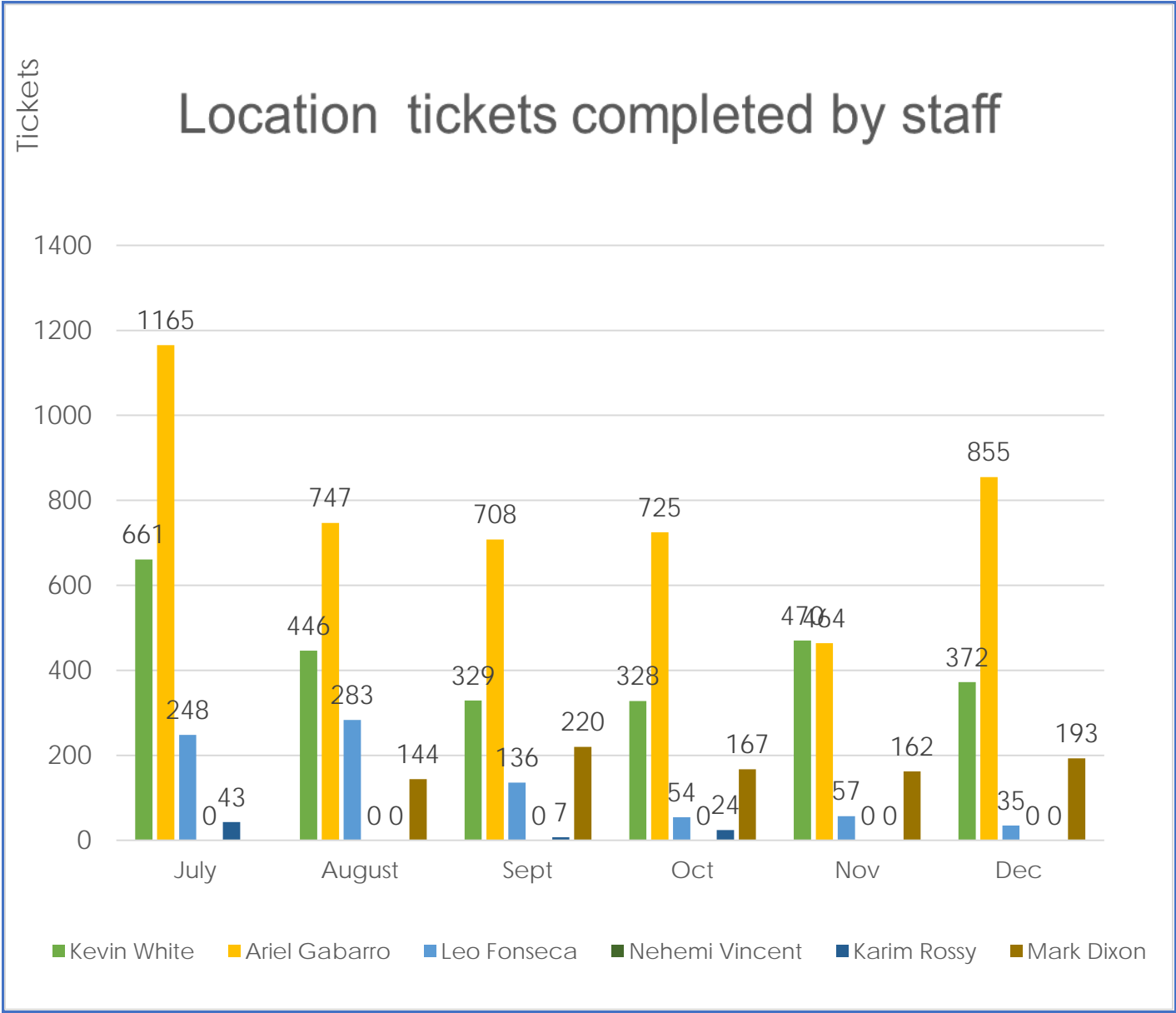
Location Tickets

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.

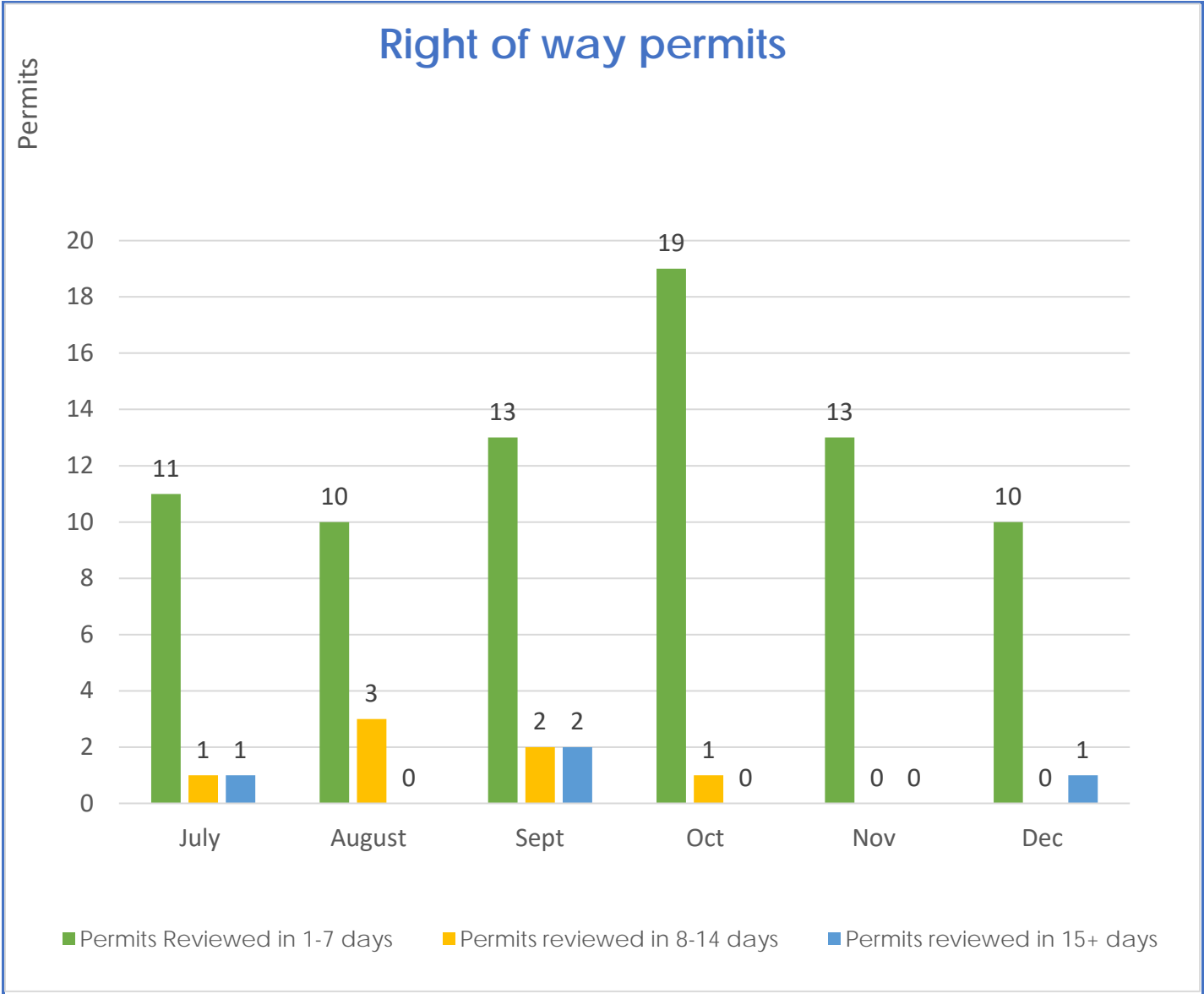


The Engineering and Infrastructure Division currently has two full-time locators. Staff has tried to keep up with the workload by assisting however they can. To deal with the high volume of work, they are in the process of hiring a new (third) locator to alleviate this need.



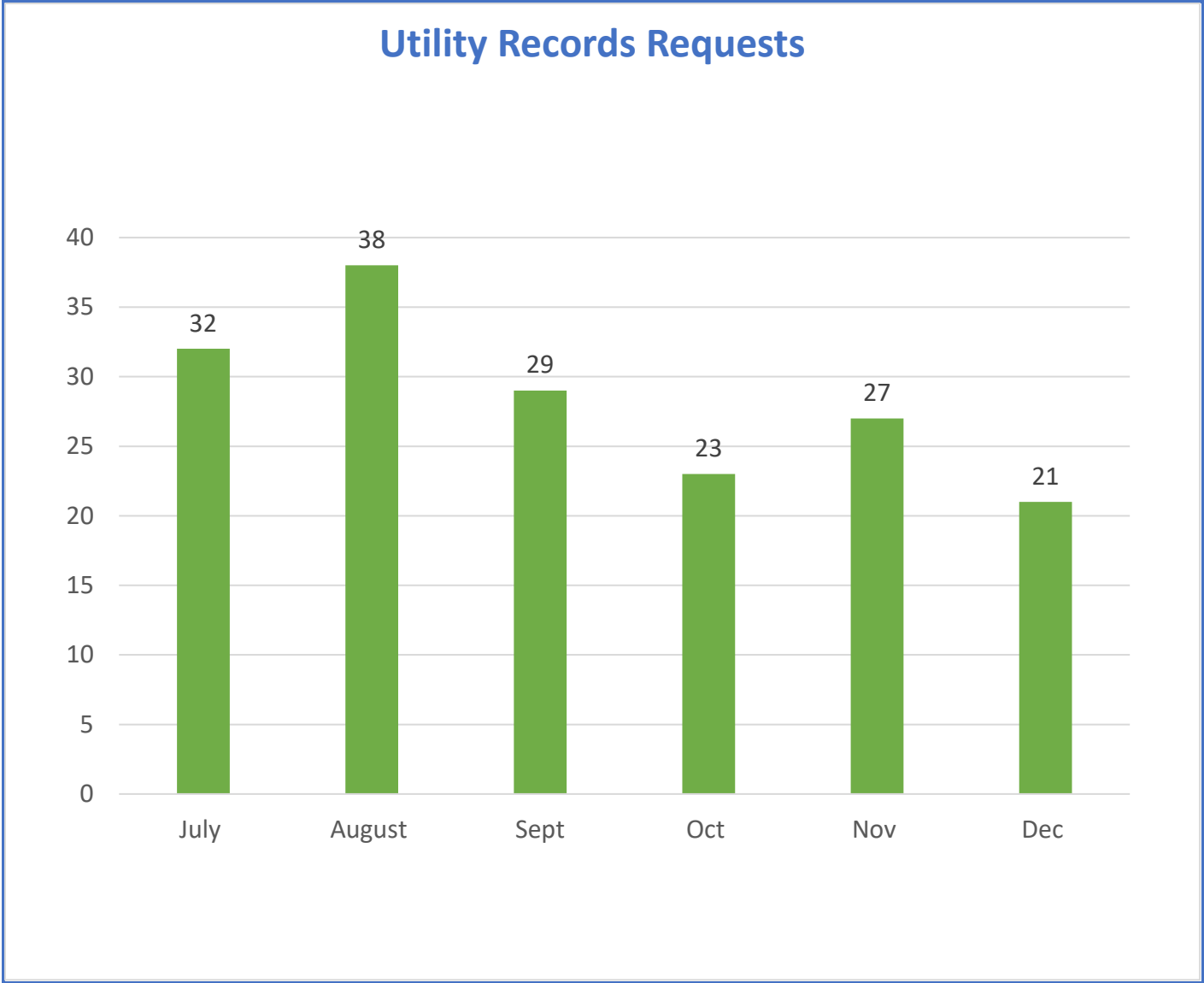
Right-of-Way Permits

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.



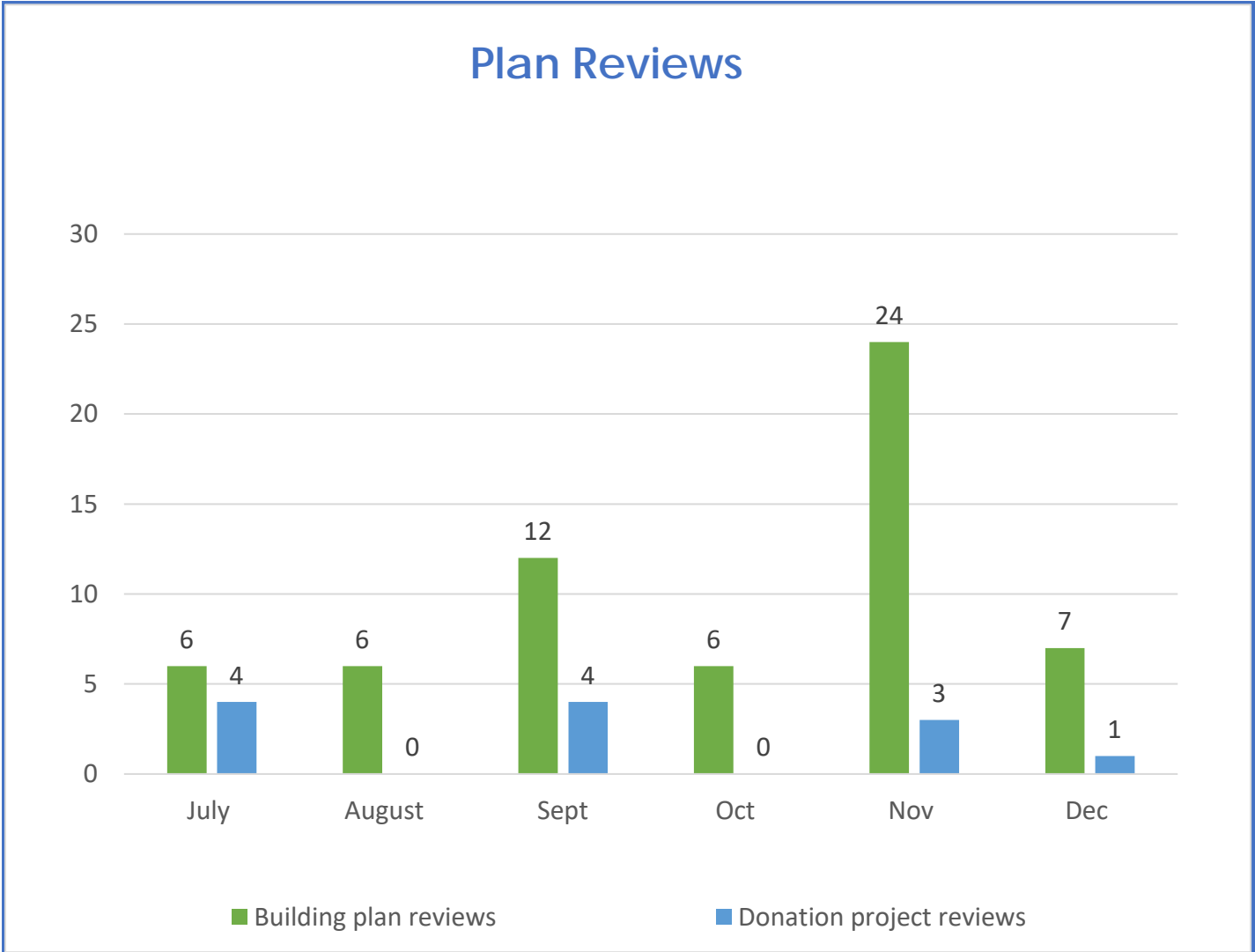
Utility Records Requests

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.



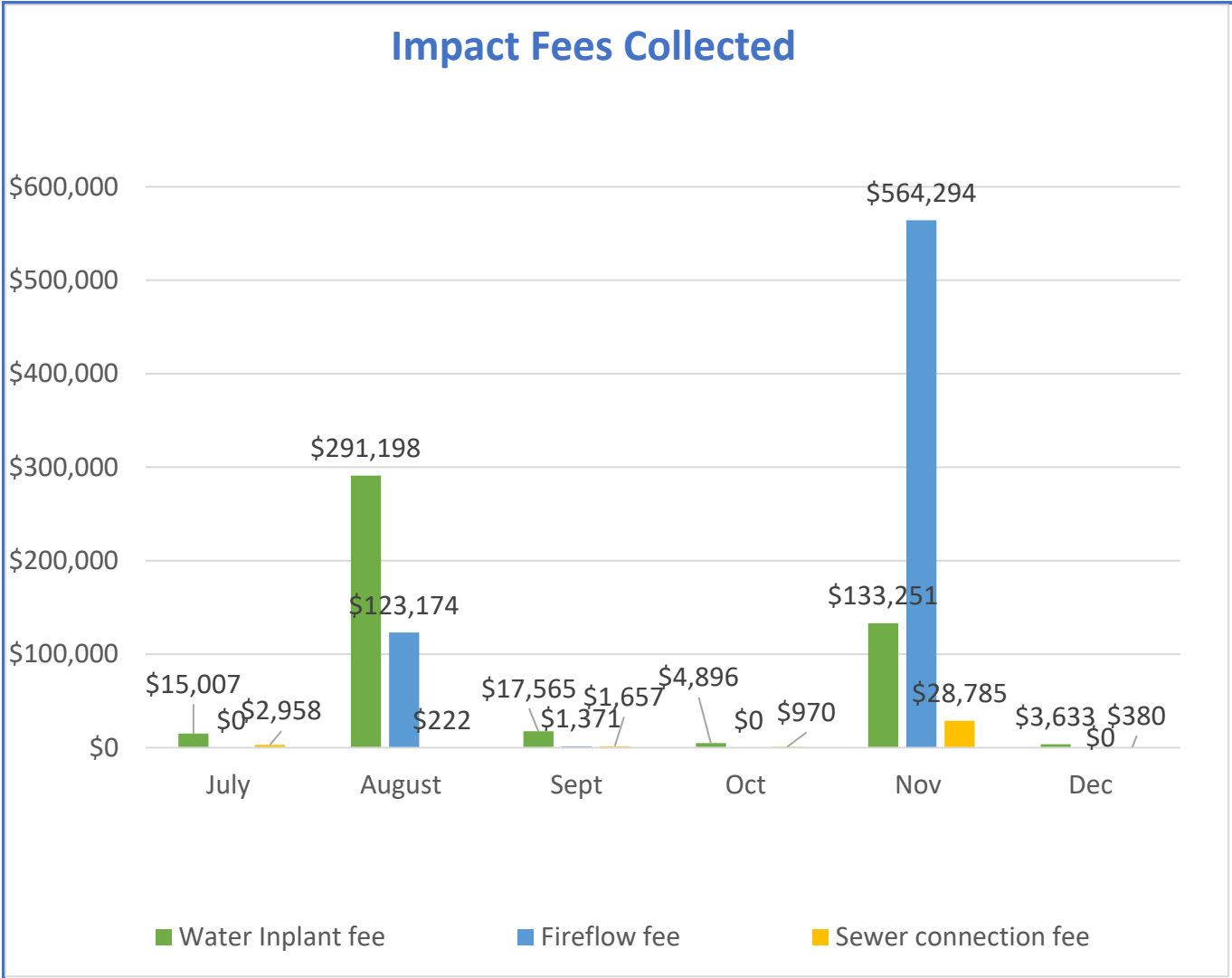
Plan Reviews

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.



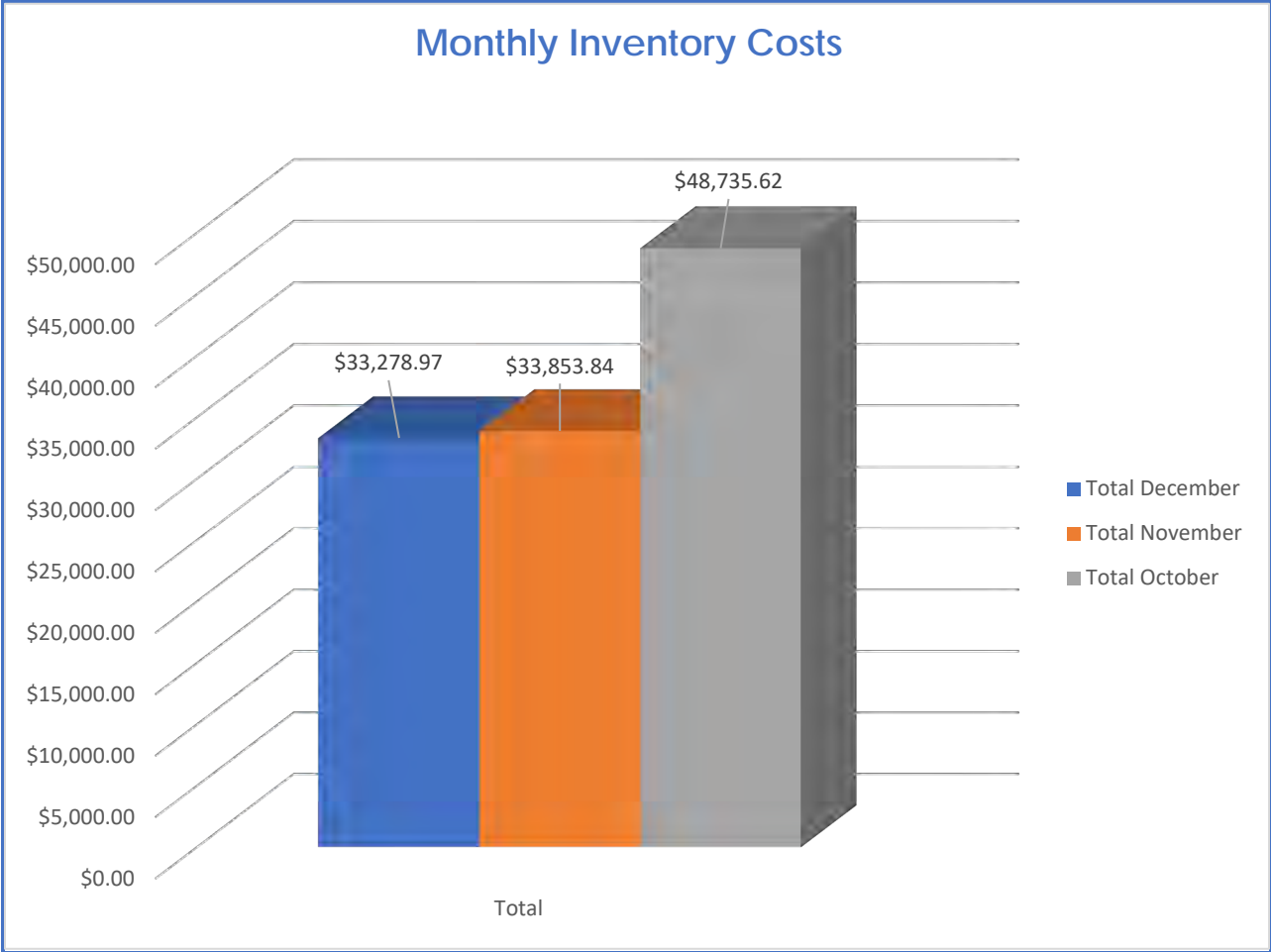
Impact Fees Collected

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.



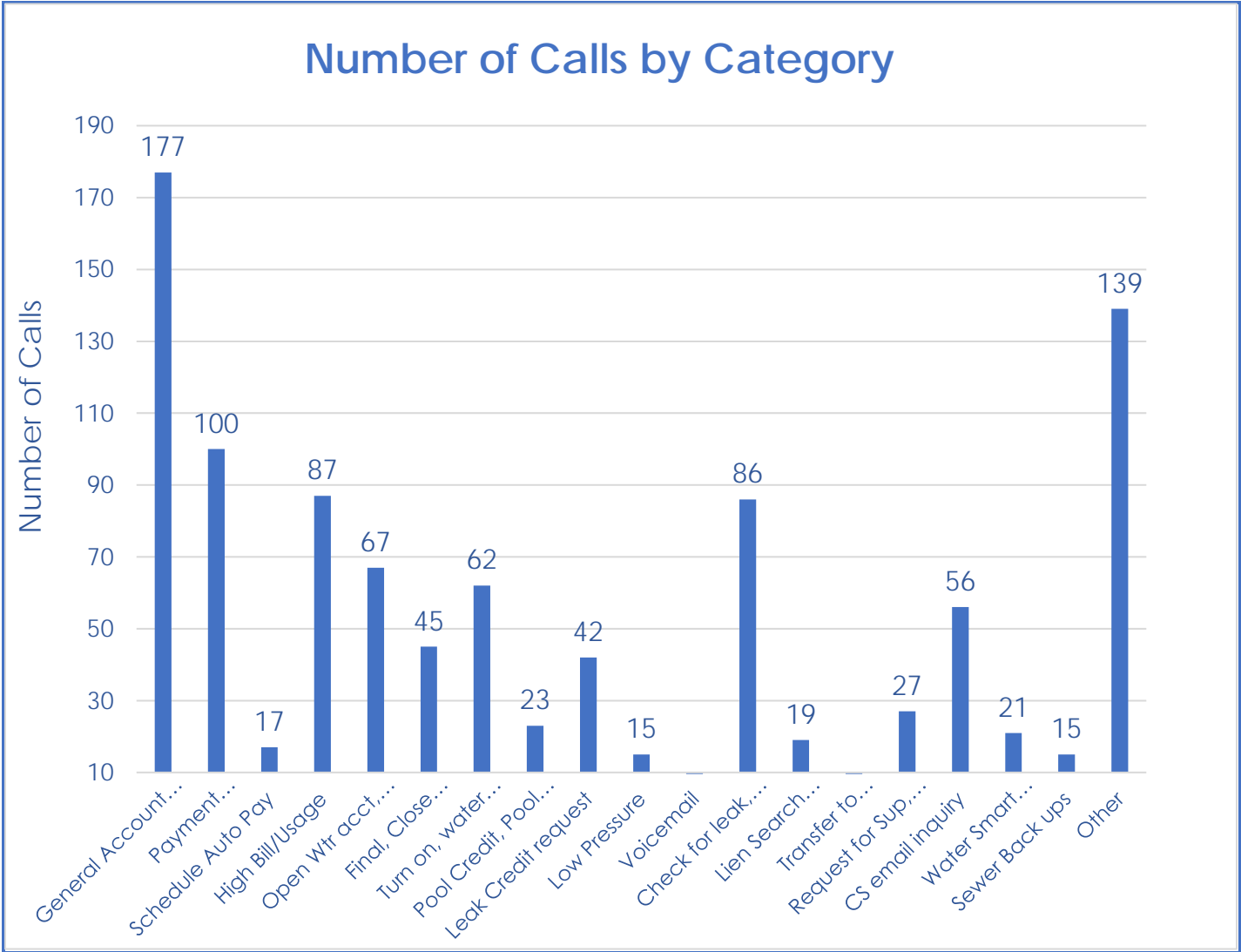
8. Warehouse

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).



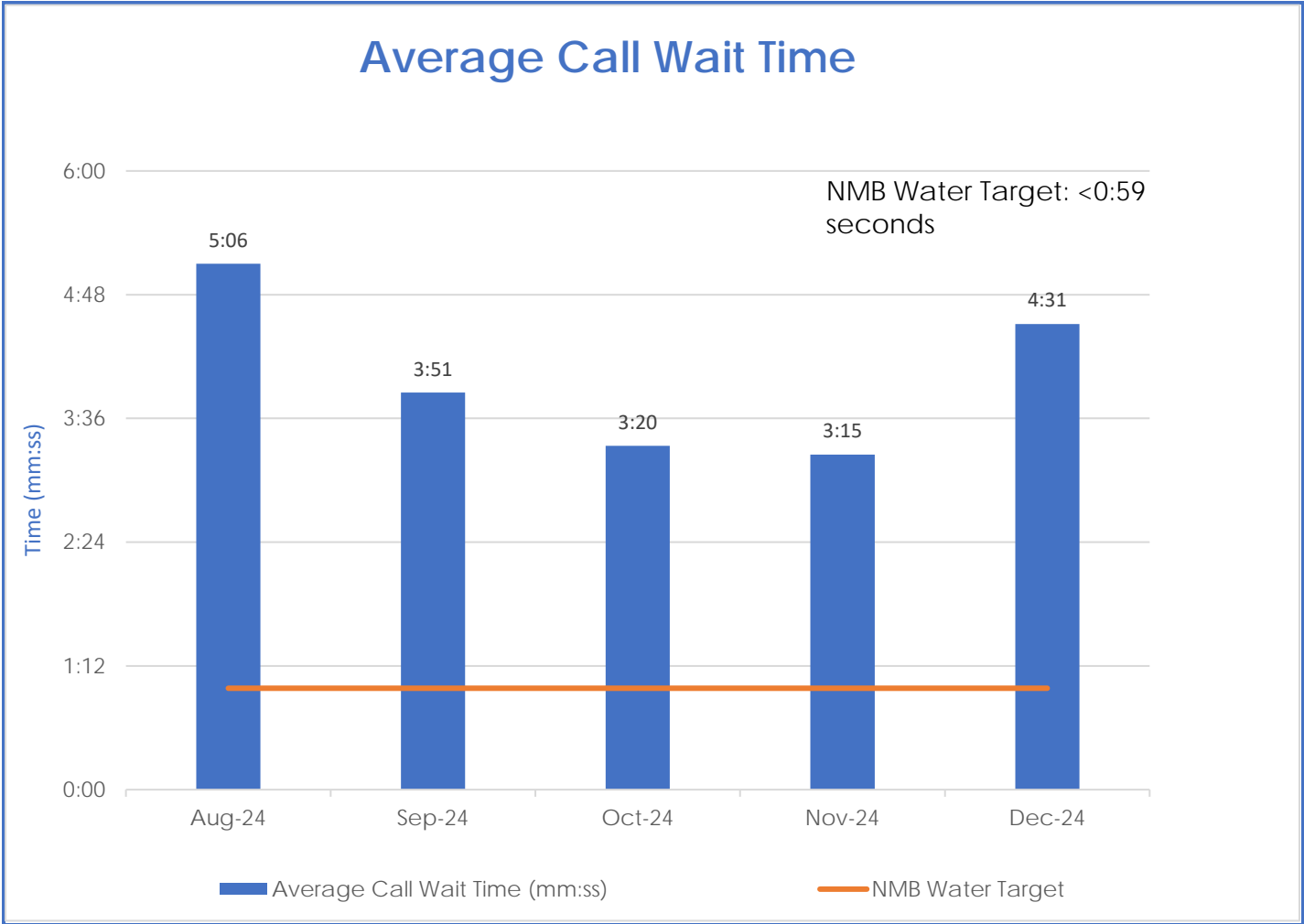
9. Customer Service (916)

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 1,034 calls were received during this reporting period. A total of 1,010 calls were answered in which the average hold time per call was 1 minute and 10 seconds. The chart below presents the call volume by category for December 2024. During this month, there was a notable decrease in overall call volume. A significant portion of the calls were related to delinquency and shut-off notices that had been mailed. Agents devoted additional time to each call, providing detailed explanations of bills, processing work orders for estimated charges, and addressing general inquiries. Category labeled "other" includes late fee waivers, estimated bill, meter and sanitation inquiries. (Note: Not all the calls were categorized)



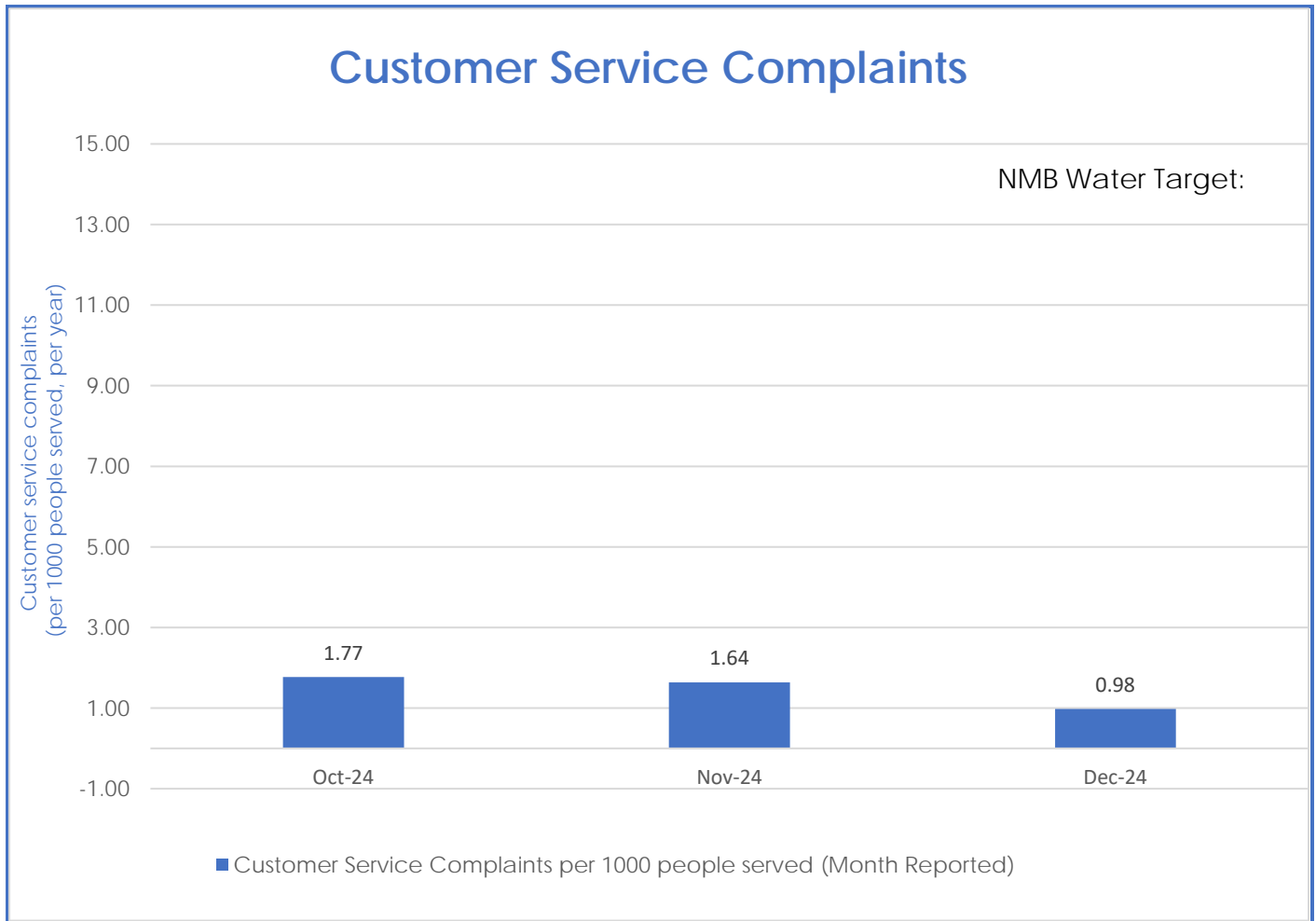
Average Call Wait Time

Average call wait time is the amount of time an inbound call spends waiting in queue or for a callback, also known as the average speed of answer. The traditional wait time for a call uses the wait time of <0:59 seconds. The increase in call wait time (36.8%) can be attributed to staffing shortages. Additionally, the complexity of certain calls required agents to dedicate more time to ensure that each issue was fully resolved.



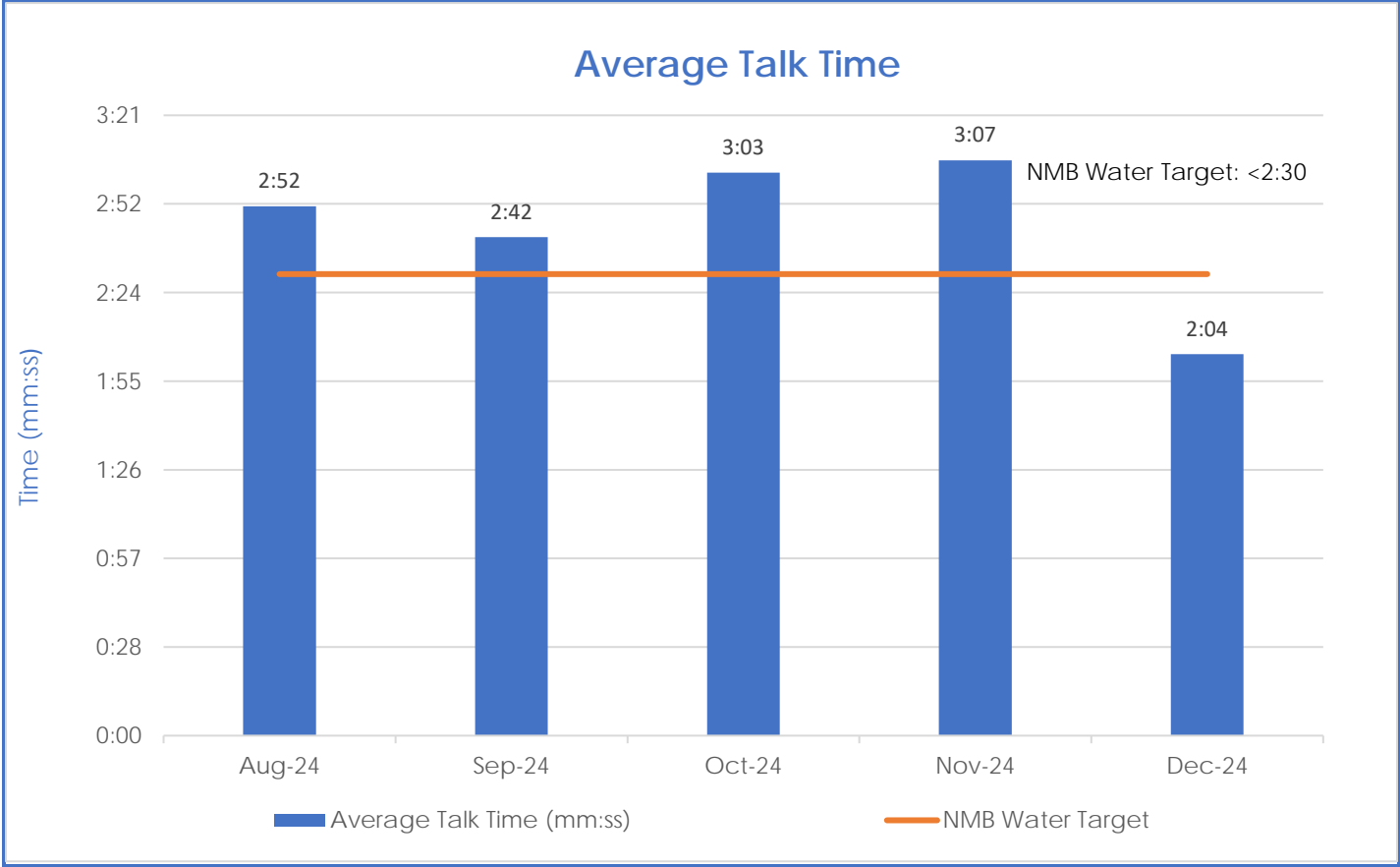
Customer Service Complaints

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. Customer service complaints decreased by 40%. Most of the complaints received this month were related to high bill inquiries.



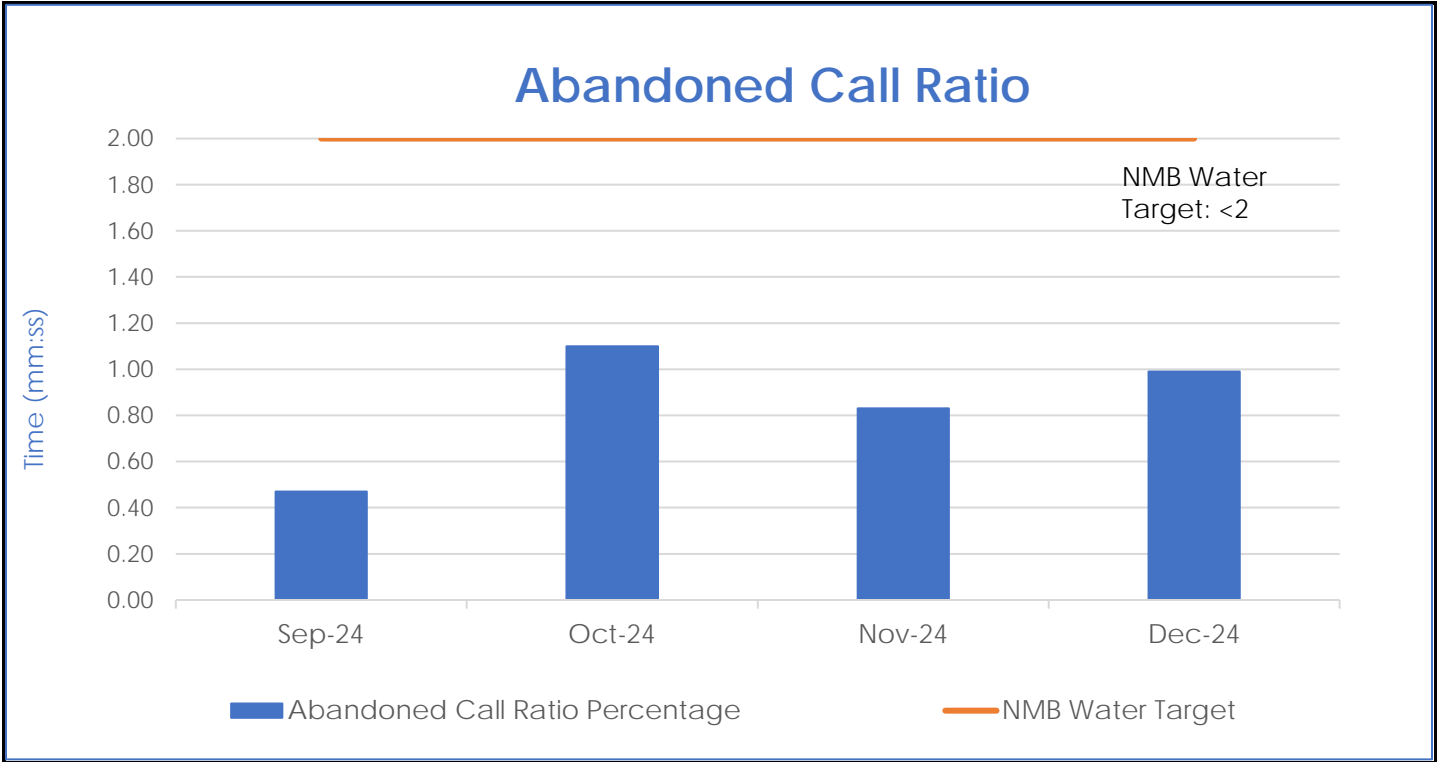
Average Talk Time

Average talk time (ATT) is the amount of time that a Customer Service Representative (CSR) spends handling customer calls and resolving their queries. Thanks to targeted coaching and development, the call center reduced its average talk time by 33%. By asking more focused, probing questions, agents were able to quickly identify the customer’s issue, leading to faster and more efficient resolutions.



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.





**City Manager's Report
16.5.**

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:	
VIA:	
DATE:	February 18, 2025

RE: Washington Park Update

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY

IMPACT:

ATTACHMENTS:

Description

- ☐ Washington Park Update Memo



City of North Miami Beach, Florida

Public Works Department

TO: Mario Diaz, City Manager

FROM: Sam Zamacona, Public Works Director

VIA: Gregory Christian, Interim Capital Improvements Program Manager

DATE: January 31, 2025

SUBJECT: Washington Park Community Center Project Update 1-31-2025

Background:

The construction mobilization of the Washington Park Community Center project was the week of 12/16/2025. Since then, trees have been removed from the public right of way, Lucenda Park has been closed to the public, the project staging area site has been constructed, permits have been pulled and the materials and related fixtures have been ordered.

The status update is as follows:

Phase 1

- The signed NTP was received on 12/27/2024 and the project is currently on schedule.
- Construction of the staging area is completed.
- Pipe materials have been purchased and are expected onsite on the first week in February.
- NMB Right of Way permit has been approved and submitted to the contractor. This permit approval process also included a pre-contraction meeting that was completed

with NMB's Public Works staff and the contractor.

- The pump shop-drawings package has been reviewed by the city's consultant, Hazen and Sawyer, for approval.
- Site excavation and laying of pipes are scheduled to begin by the 2nd week of February.

Phase 2

- A curtesy plan review has commenced with the City's Building Department from the week of 12/23/2024.
- The permit process number has been obtained and payment, of the Building Department permitting fees, are being processed.
- Initial review comments have been obtained, from City staff, and plan revisions are being done by the architect.
- Following the plan revisions, plans set will be sent to the county for permitting.
- Following the county's permit approval, the plans will be resubmitted to the City of NMB Building Department for further review approval.



**City Manager's Report
16.6.**

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:	
VIA:	
DATE:	February 18, 2025

RE: Capital Improvement Program (CIP) Portfolio Dashboard

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY

IMPACT:

ATTACHMENTS:

Description

- ▣ CIP Portfolio Dashboard



SCC Starter Program - Admin

+ Add

Workspace items

- > Archive
- > CIP Grouped By Project Managers ...
- > Dept Reports
- > History of Annual Intake Sheets
- > Individual Dept Prioritization Reports
- > Portfolio Toolkit
 - > Admin/Reporting
 - > Sheets
 - CIP Portfolio Dashboard
 - Internal_CIP Portfolio Dashboard
- > Project Toolkit
- > SCC Config - Do NOT Delete
- FY25 Approved CIP Request - Mont...
- Grants Master
- Hardware & Software Request - CIP
- Intake Report
- Intake Sheet
- Score Card - NMB Capital Improve...



Capital Improvement Program Portfolio Dashboard

Note: *Excludes CIP Projects/Assets managed by NMB Water/Sewer

Click link below to view CIP GIS Map:

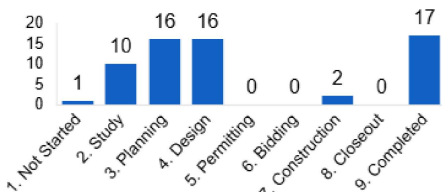
GIS Map: Where are CIP Projects

CIP - Portfolio Summary

Total Projects: **62**

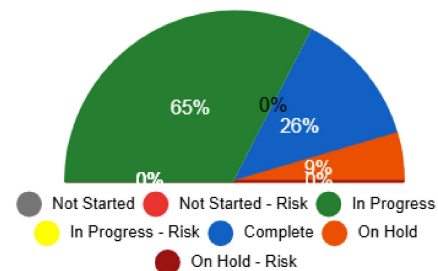
Total Budget: **\$52,165,990**

Count of Projects by Phase



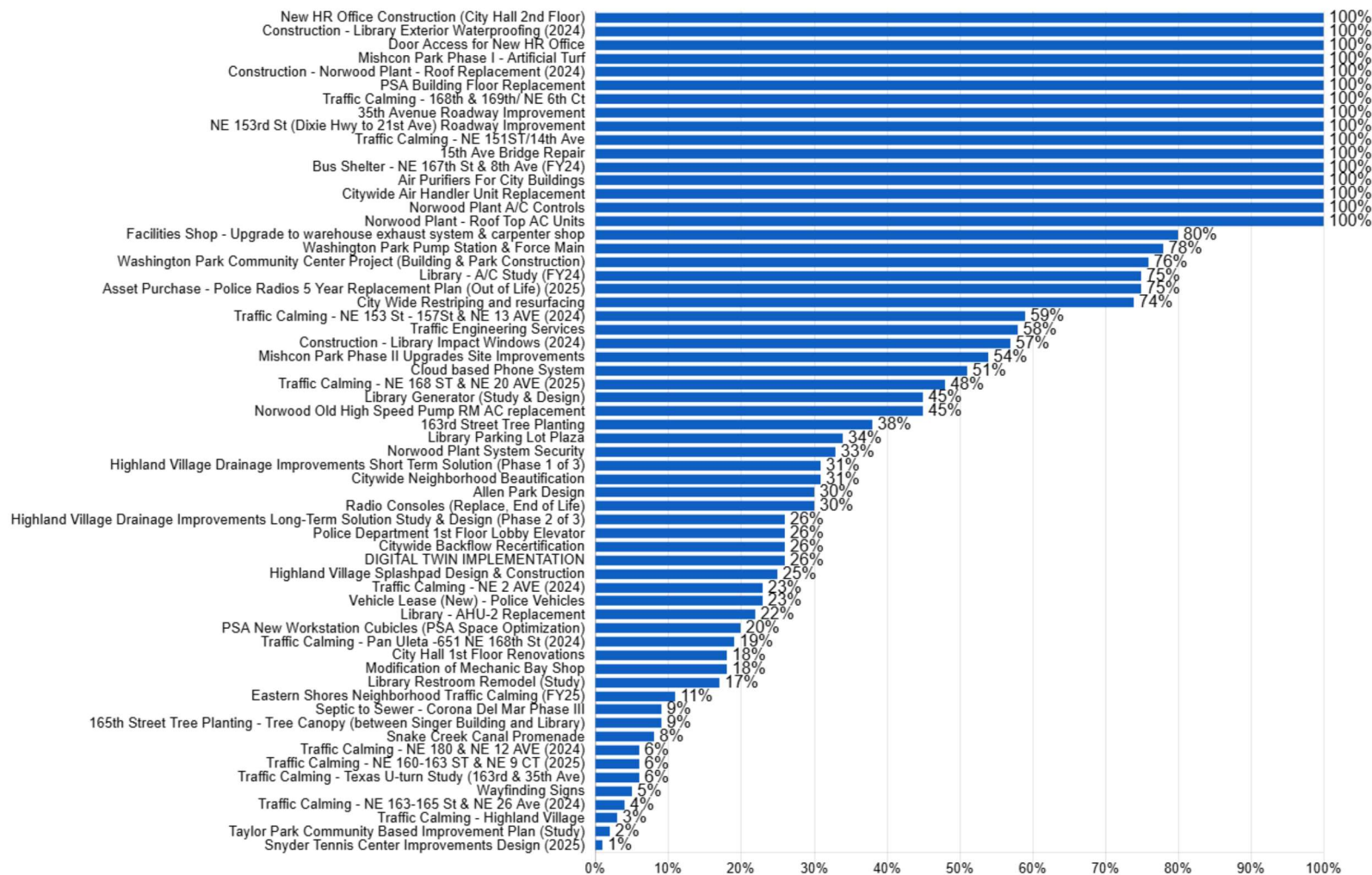
Not Started	\$180,000.00
Study	\$3,035,000.00
Planning	\$3,126,915.42
Design	\$31,063,788.00
Permitting	\$0.00
Bidding	\$0.00
Construction	\$7,942,952.69
Closeout	\$0.00
Completed	\$6,817,333.71

% of Projects by Performance Status



Individual Project Status

Project Percent Complete



CIP - Projects Portfolio

Project Name	Project Location	Project Description/Scope	Weekly Updates/Comments	Status	Actual Start	Actual End	% Complete	Amount (Funded)	Type of Project
Total				Count				Sum	
				62				\$52,165,990	
Current Phase				Count				Sum	
1. Not Started				1				\$180,000	
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. Possible P3 project (change in scope). Some work assumed through private partnership. CRA is in discussion with City Manager's office to clearly define next steps since CRA is thinking of repurposing some of the funding.	In Progress	10/01/24	09/30/25	1%	\$180,000	Construction - Building Improvements
Current Phase				Count				Sum	
2. Study				10				\$3,035,000	
Library - A/C Study (FY24)	Library Annex - 1601 NE 164th Street	A/C Distribution Study for the Library. Analysis of library and use of the library. Recommendation will include a/c system set-up needed to efficiency cool building	Study is ongoing. Study should be finalized by 02/29/25	In Progress	07/01/24	03/03/25	75%	\$25,000	Construction - Building Improvements
Construction - Library Impact Windows (2024)	1601 NE 164 St	Revitalization and renovation of Laffe Allen Library	P.O. is ready. Working with contractor to get the schedule of work ready and mobilisation to follow as soon as possible.	In Progress	10/01/24	09/30/25	57%	\$330,000	Construction - Building Improvements
Library Generator (Study & Design)	1601 NE 164 St	Design and installation of Generator for Emergency power	Survey proposal was received for an additional scope of work. The P.O for this additional work has been approved and printed. Study/ design is ongoing. Survey needed and an updated schedule of work to be obtained soon	In Progress	10/07/24	02/13/26	45%	\$160,000	Goods & Services (Furniture, Fixture, Equipment, Hardware, Software)
163rd Street Tree Planting	163rd Street between 12th Ave. and W. Dixie Highway.	plant trees on 163rd. Not resolved yet	Coordination with Beatification Staff, City Forester and CRA is ongoing to finalize scope of work. Scope to be finalized by 02/14/2025. Following finalizing of scope, proposals will be amended, and P.O. will be processed.	In Progress	10/01/24	09/30/25	38%	\$350,000	Landscaping
Citywide Backflow Recertification		Citywide Backflow Certification	Currently obtaining quotes for review and approval.	In Progress	10/01/24	09/30/25	26%	\$20,000	Goods & Services (Furniture, Fixture, Equipment, Hardware, Software)
Library - AHU-2 Replacement	1601 NE 164 St	Revitalization and renovation of Laffe Allen Library	Awaiting completed study from engineers. This will include feedback for air distribution. Project may require duct work. FY25 study and design. FY25-26 design and installation. FY25 approved \$200k may not suffice for installation pending results of engineers' feedback and recommendation	In Progress	09/02/24	05/01/26	22%	\$200,000	Goods & Services (Furniture, Fixture, Equipment, Hardware, Software)
Eastern Shores Neighborhood Traffic Calming (FY25)	Eastern Shores	Design of raised intersection 35th ave and design of speed humps	Proposal has been received from Engineering Company. Requisition to go to commission for approval in February's commission meeting.	In Progress	10/01/24	03/10/26	11%	\$700,000	Construction/Infrastructure Projects Traffic Calming
Snake Creek Canal Promenade	Snake Creek Canal between 15th and FEC Right of Way	Design feasible program improvements for Snake Creek Canal Promenade.	Project to be brought to CRA Committee in January. Traffic engineering and preliminary visibility study needed.	In Progress	10/01/24	08/31/26	8%	\$300,000	Landscaping
Traffic Calming - Texas U-turn Study (163rd & 35th Ave)	163rd SU35 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.	Study has been approved by City Commission for FY25. An RFQ is being requested.	In Progress	10/01/24	10/06/26	6%	\$700,000	Construction/Infrastructure Projects Traffic Calming
Taylor Park Community Based Improvement Plan (Study)	Taylor Park	Create a community-approved plan to rebuild Taylor Park.	Site is under environmental remediation. CRA has approved \$250k for study and design. Waiting on environmental.	On Hold	10/17/24	09/30/25	2%	\$250,000	Park Enhancement Planning
Current Phase				Count				Sum	
3. Planning				16				\$3,126,915	
Facilities Shop - Upgrade to warehouse exhaust system & carpenter shop	Operations Center	Upgrade fleet exhaust system & carpenter shop	Work ongoing. Exhaust installation is pending. Estimated completed May 2025.	In Progress	10/01/24	05/30/25	80%	\$20,000	Construction - Building Improvements
City Wide Restriping and resurfacing		Milling, resurfacing and restriping of streets that are presently in a poor state of repair/ poor condition.	Work to date has been done at the following locations: (NE 181st Street Between 19th Ave & 21st Ave), (NE 182nd Street between 20th Ave & 21st Ave), (NE 18th Ave Between 182nd & 183rd Street) and (Right of Way Parking Area along NE 169th, 170th, 171st Street between 14th and 15th Ave).	In Progress	10/01/24	09/30/25	74%	\$373,200	Restriping/Resurfacing
Kevin R. Sims Aquatic Center at Victory Park Lighting Upgrade to LED			Project is in procurement phase. Proposed start in February 2025. 30 days for completion.	In Progress	10/14/24	09/30/25	60%	\$125,000	Construction - Non Building
Traffic Engineering		Traffic Engineering Services	Project ongoing. Collaboration with	In Progress	10/01/24	10/08/25	58%	\$0	Construction/Infrastructure Projects Traffic Calming

Services			Engineering team, start and residents continues.							Projects Traffic Calming
Norwood Old High Speed Pump RM AC replacement	Norwood 19150 NW 8th Ave	The existing Units are over 15 years old and non repairable. The equipment that is cooled by the units are vital to the operation of the water plant production. Equipment Replacement	Equipment ordered. PO processed and sent to vendor. Installation will be done once the equipment is received.	In Progress	10/01/24	09/12/25	45%	\$160,000	Construction - Building Improvements	
Citywide Neighborhood Beautification	163rd St + Hansford Blvd	Beautification of 163rd St & major corridors (trees, landscaping, irrigation, corridor sidewalks) 163rd street wall	Proposals/Quote requests submitted. Based on adjustments to the scope, a request for a revised proposal is pending.	In Progress	10/01/24	12/30/25	31%	\$500,000	Landscaping	
Allen Park Design		Allen Park Design	Floor plan layout options are being reviewed by the City's Upper Management. Pending approved of design.	In Progress	10/01/24	09/30/25	30%	\$40,000	Construction - Building Improvements	
Police Department 1st Floor Lobby Elevator	Police - 16901 NE 19th Avenue	Upgrade to Mechanics and Cab	Work is scheduled to start in March 2025	In Progress	01/31/25	09/30/25	26%	\$150,000	Construction - Building Improvements	
DIGITAL TWIN IMPLEMENTATION	Norwood	DIGITAL TWIN IMPLEMENTATION, IBM, IGNITION/SCADA, TELESCOPIC HANDLER (REPLACES FORKLIFT & BOBCAT) BOBCAT (REPLACEMENT SIDEBYSIDE UTV) HUDSON PUMP (CHEMICAL/SLAKER REPLACEMENT PUMP)	Project is currently in the planning stage.	In Progress	11/06/24	12/31/25	26%	\$755,500	Vehicle/Equipment Purchase	
McDonald Center Room Divider Replacement & Sound System Upgrade			In planning stage. Getting additional quotes. Planned start by Quarter 3. Will need to go to commission. 3 months for construction	In Progress	10/01/24	09/30/25	25%	\$220,000	Construction - Building Improvements	
Highland Village Splashpad Design & Construction		Increase recreational facilities for community children	Floor plan layout options are being reviewed by the City's Upper Management. Pending approved of design	In Progress	12/02/24	07/13/26	25%	\$323,215	Construction - Building Improvements	
Julius Littman Theater for the Performing Arts Lighting Equipment Replacement			Proposals have been received. In procurement stage. Requisition is scheduled to be completed by 02/24/2025.	In Progress	10/18/24	09/30/25	21%	\$50,000	Goods & Services (Furniture, Fixture, Equipment, Hardware, Software)	
PSA New Workstation Cubicles (PSA Space Optimization)	17050 ne 19th Ave	PSA Building Reconfiguration	Planning ongoing. Proposed floor plan layout and proposals received and are being reviewed by staff. Staff is meeting to review plans with Department Directors and staff individually for concurrence.	In Progress	10/01/24	06/16/26	20%	\$220,000	Construction - Building Improvements	
Modification of Mechanic Bay Shop		Modification of Fleet Mechanic Bay Shop	In planning stage	In Progress	10/01/24	09/30/25	18%	\$15,000	Construction - Building Improvements	
Library Restroom Remodel (Study)	16901 NE 19TH AVE	Upgrade restroom to family/ADA restroom. Gain access through exterior of building	Scope of work has been defined. Working with contractor to get the schedule of work updated. P.O has been obtained. .	In Progress	02/17/25	09/30/25	17%	\$100,000	Construction - Building Improvements	
Wayfinding Signs	throughout CRA	Create a wayfinding sign program, and install signage as needed.	CRA funded FY25. Project on Hold. CRA Awaiting approved City Branding to move forward.	On Hold	10/01/24	09/30/25	5%	\$75,000	ROW Signage	
Current Phase 4. Design					Count 16			Sum \$31,063,788		
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	Phase 1 • Construction of the staging area is completed. • Pipe materials have been purchased and are expected onsite at the week of February 03rd 2025. • The pump shop-drawings package has been reviewed by the city's consultant, Hazen and Sawyer, for approval. • Site excavation and laying of pipes are scheduled to begin by the 2nd week of February. Phase 2 • A curtesy plan review has commenced with the City's Building Department from the week of 12/23/2024. A permit process number has been obtained. • Plans are being prepared to send to the county for permitting. Following county's permit approval, the plans will be resubmitted to the City of NMB Building Department for approval.	In Progress	07/09/19	10/13/26	76%	\$27,933,683	Construction - New Building	
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	Received proposal from CMA. Requisition processed. Currently planning. Construction FY25-26	In Progress	08/01/22	04/09/26	59%	\$908,500	Construction/Infrastructure Projects Traffic Calming	
Mishcon Park Phase II Upgrades Site Improvements	Mishcon Park	Upgrade to restrooms, concession, dugouts and other amenities	Work has started. Obtaining quotes for a new score board. Reviewing of Quotes will be done by the week of 02/24/2025	On Hold	10/18/24	10/31/25	54%	\$95,000	Construction - Building Improvements	
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	Presently going through permitting with the county. Obtaining concurrence from agencies and residence. Design team is responding to permitting comments from the county. Response to comments will be completed by 02/15/2025	In Progress	01/01/24	11/21/25	48%	\$250,000	Construction/Infrastructure Projects Traffic Calming	

			Completed by 02/10/2025.								
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. Already in design (90%). Desing is still ongoing	In Progress	10/01/24	09/30/25	34%	\$200,000	Construction - Building Improvements		
Norwood Plant System Security		Norwood Plant System Security	Plans are being designed. There has been an increase in the scope that has triggered the need for an updated proposal. Awaiting the updated proposal.	In Progress	11/06/24	12/30/25	33%	\$187,890	Construction - Building Improvements		
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)	Construction not Funded FY25. Estimated Cost \$600k. Design of this Phase of the project is completed. The bidding process is in progress	On Hold	02/12/24	12/30/26	31%	\$0	Construction/Infrastruct Projects Utility		
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	Construction phase of the project is not funded FY25, Estimated Cost \$1.2Mil (On Hold) Two design option proposals are being reviewed by the design consultants and staff. Next step involves a decision to be made on the best design option.	In Progress	04/01/24	03/31/27	26%		Construction/Infrastruct Projects Utility		
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	Proposal received. Requisition went before commission in January for approval however, it was tabled and moved to February commission meeting. Project is for design in FY25, construction in FY26	In Progress	07/30/24	09/30/25	23%	\$70,000	Construction/Infrastruct Projects Traffic Calming		
Traffic Calming - Pan Uleta -651 NE 168th St (2024)	651 NE 168th Street	Install speed bumps mini circulator and curb eliminator and guard rails	Two traffic calming speed tables with related street signs have been installed to address speeding concerns. Updated proposal received and requisition to go before commission in January for approval. This updated proposal is for the design of additional traffic calming devices.	In Progress	08/01/23	05/29/26	19%	\$250,000	Construction/Infrastruct Projects Traffic Calming		
City Hall 1st Floor Renovations	17011 NE 19th AVE	City Hall First Floor Renovations (Lobby Floors & Bathroom Upgrade)	Project has been temporarily put on hold pending scope discussion with City's Upper Management.	On Hold	10/15/24	01/30/26	18%	\$273,000	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.	Purchase Order is being processed.	In Progress	10/01/24	09/30/25	9%	\$250,000	Landscaping		
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, requisition to go before commission in January for approval.however, the item was tabled and will be discussed further at the February commission meeting.	In Progress	11/11/22	12/31/25	6%	\$112,000	Construction/Infrastruct Projects Traffic Calming		
Traffic Calming - NE 160-163 ST & NE 9 CT (2025)	NE 9 Ct Traffic Calming	Study results will determine design cost. Recommendation speed hum at the segments between ne 160th terrace & ne 163rd st, also recommend a crosswalk at the intersection of NE 160th Terce with NE 9th Court. Only adding crosswalks and speedbumps. Unfunded FY24 Study recommendation results speed humps, signage, new crosswalk. CMA is pending to submit a fee proposal for design.	Study received 2/26/23, scope crosswalks and speedbumps. Proposal received. Requisition is being processed. Project is for design in FY25, construction in FY26	In Progress	12/26/22	12/31/26	6%	\$104,040	Construction/Infrastruct Projects Traffic Calming		
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. Requisition submitted to proceed Design and Construction. Requisition to go before commission in January however, the item was tabled and will be discussed further at the February commission meeting. Project is for design in FY25. Project can complete in FY25	In Progress	11/11/22	09/30/25	4%	\$179,675	Construction/Infrastruct Projects Traffic Calming		
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.	Striping Completed. Project on Hold waiting Drainage work to be complete prior to moving forward. ETA for completion FY27	On Hold	12/01/22	12/31/27	3%	\$250,000	Construction/Infrastruct Projects Traffic Calming		

			Awaiting proposal for design from CMA							
Current Phase 7. Construction				Count 2	Sum \$7,942,953					
Washington Park Pump Station & Force Main	Washinton Park	Pump Station and force main	- The plans were submitted to DERM on 10/09/24, awaiting approval -Meeting held with FPL 10/23/24, discuss 3 phase power to project site. Detailed drawings were submitted to FP&L on 10/25/24. Awaiting reply from FPL. -Bids were over 1.9 million above the budgeted amount. Procurement is working on Phase 1 Notice of Contract commencement (NCC) to issue for 30-45 days and the execution of the contract. These are expected to be completed during the week of 11/4/24. During NCC, the POs or Notice of Intent is issued. This may adjust based on Permit approval requirements. NTP will be issued on or before 45 days after NCC issuance. During NCC, the POs or Notice of Intent is issued. NMB Water & PWD are working with Finance to ensure the accounts are sufficiently funded to process the requisitions for 1st Phase.	In Progress	07/06/23	11/28/25	78%	\$6,492,953	Construction/Infrastructure Projects Utility	
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.	Funded by CRA. Funds transferred. project is ongoing.	In Progress	08/01/24	09/30/25	9%	\$1,450,000	Construction/Infrastructure Projects Utility	
Current Phase 9. Completed				Count 17	Sum \$6,817,334					
New HR Office Construction (City Hall 2nd Floor)	17011 NE 19th AVE	Facility Renovation (Human Resources)	Project Complete	Complete	10/01/23	05/31/24	100%	\$616,144	Construction - Building Improvements	
Construction - Library Exterior Waterproofing (2024)	1601 NE 164 St	Revitalization and renovation of Laffe Allen Library	Completed	Complete	02/14/24	12/19/24	100%	\$114,752	Construction - Building Improvements	
Door Access for New HR Office	17011 NE 19th AVE	Facility Renovation (Human Resources)	Completed	Complete	04/17/24	10/25/24	100%	\$7,000	Goods & Services (Furniture, Fixture, Equipment, Hardware, Software)	
Mishcon Park Phase I - Artificial Turf	16601 NE 15th Ave	This phase of the project will include the removal of contaminated soil, site remediation and the installation of artificial turf. the completed field will accommodate baseball football and soccer.	Installation of Turf completed	Complete	09/05/23	06/04/24	100%	\$2,608,314	Construction - Non Building	
Construction - Norwood Plant - Roof Replacement (2024)	Norwood Water Plant, 19150 NW 8th Ave	Replace Roof @ Norwood Plant	Project Complete	Complete	02/22/23	06/23/23	100%	\$552,265	Construction - Building Improvements	
PSA Building Floor Replacement	PSA Buidling,17011 NE 19th Ave, NMB, FL	Replacement of PSA carpet in offices & common spaces	Final inspections walkthrough week of 9/9/24 and IT workstation set-up. Project to schedule	Complete	07/01/24	09/13/24	100%	\$190,000	Construction - Building Improvements	
Traffic Calming - 168th & 169th/ NE 6th Ct	168 & 169/NE 6 Ct-8th Ave	Installation of Speed Humps (traffic calming measure)	Project Complete	Complete	01/01/24	03/29/24	100%	\$17,479	Construction/Infrastructure Projects Traffic Calming	
35th Avenue Roadway Improvement	35th Ave/Eastern Shores	Roadway and Sidewalk Improvements (Road Striping/Resurfacing, Street Signs, Drainage, Sidewalk restoration and landscaping)	Project Complete	Complete	06/08/23	03/29/24	100%	\$1,243,391	Restriping/Resurfacing	
NE 153rd St (Dixie Hwy to 21st Ave) Roadway Improvement	NE 153rd between Dixie Hwy & 21st Ave	Roadway and Sidewalk Improvements (Road Striping/Resurfacing, Street Signs, Drainage, Sidewalk restoration and landscaping)	Project Complete	Complete	11/01/23	06/12/24	100%	\$653,904	Restriping/Resurfacing	
Traffic Calming - NE 151ST/14th Ave	NE 151st & 14th Ave	Installation of traffic circle (Round-About)	Project Complete	Complete	05/31/22	10/11/23	100%	\$422,822	Construction/Infrastructure Projects Traffic Calming	
15th Ave Bridge Repair	NE 15th Ave(between 171st & 170 St)	Bridge repair	Project Complete	Complete	03/05/24	06/05/24	100%	\$27,440	Construction - Non Building	

ADA ramps near 4-Way Intersection Stop at 171st NE 3ct	NE 171st ST & NE 3rd CT		Project completed 9/20/24	Complete	08/01/24	09/20/24	100%	\$14,950	Construction - Non Building	
Bus Shelter - NE 167th St & 8th Ave (FY24)	Near 167th Street and 8th Avenue	Bus Shelter that is needed for bus users within the City of NMB	Two bus shelters were installed near 167th street and 8th Avenue. This installation was done on the sidewalk that bounds with the 167th street west bound lane. The construction work on the project commenced on 8/26/24 and concluded on 9/9/24.	Complete	06/14/24	09/09/24	100%	\$23,474	Construction - Non Building	
Air Purifiers For City Buildings		Safety and Health, remove impurities from air. Covid initiative	Completed	Complete	10/07/24	03/31/25	100%	\$102,131	Construction - Building Improvements	
Citywide Air Handler Unit Replacement		Replacement of outdated and out of life AHU	Project completed	Complete	10/07/24	12/27/24	100%	\$15,000	Construction - Building Improvements	
Norwood Plant A/C Controls	Norwood Water Plant	Air Conditioning Controls Upgrade to integrate Web Controlled System	Project completed, in closeout phase	Complete	10/16/24	09/30/25	100%	\$109,808	Goods & Services (Furniture, Fixture, Equipment, Hardware, Software)	
Norwood Plant - Roof Top AC Units	Norwood Water Plant	Procurement and installation of two 17.5 ton and one 4 Ton Packaged Units.	Project complete	Complete	02/14/24	05/15/24	100%	\$98,460	Goods & Services (Furniture, Fixture, Equipment, Hardware, Software)	

CIP Asset Purchases

Project Name	Project Location	Project Description/Scope	Weekly Updates/Comments	Status	Actual Start	Actual End	% Complete	Amount (Funded)	Type of Project
Total			Count 4					Sum \$1,450,300	
In Progress			Count 4					Sum \$1,450,300	
Asset Purchase - Police Radios 5 Year Replacement Plan (Out of Life) (2025)	Police Department	Our current radio system is antiquated and are at the end of life. New radios have better technological features that are vital to officer's safety such as GPS, LTE capabilities that eliminate dead stops which is critical for Officer Safety. The new radios have the capabilities to receive missing persons and wanted person photos as well as flyers which contain information crucial to Officer Safety. Approx 160	Contract Signed, Radios are currently awaiting programming, ETA Feb 2025	In Progress	10/01/24	02/28/25	75%	\$433,300	Goods & Services (Furniture, Fixture, Equipment, Hardware, Software)
Cloud based Phone System	CITY HALL	CLOUD BASED PHONE SYSTEM	Went to commission in October 2024. Waiting for contract to be executed by legal. Start in December. 3-4 months to complete.	In Progress	10/01/24	09/30/25	51%	\$125,000	Goods & Services (Furniture, Fixture, Equipment, Hardware, Software)
Radio Consoles (Replace, End of Life)	CITY HALL	THE MAESTROS AND BASE STATIONS HAVE REACHED THEIR END OF LIFE AND EVENTUALLY WILL REQUIRE REPLACE FOR FULL OPERATIVE FUNCTIONS	Requisition has been approved. The procuring of the equipment is in progress and has a lead time of three months.	In Progress	10/01/24	09/30/25	30%	\$92,000	Goods & Services (Furniture, Fixture, Equipment, Hardware, Software)
Vehicle Lease (New) - Police Vehicles	Police Department	Vehicles are at end of life due	Vehicles Ordered and ETA is May 2025 for unmarked and August 2025 for marked.	In Progress	10/01/24	08/28/25	23%	\$800,000	Vehicle/Equipment Purchase

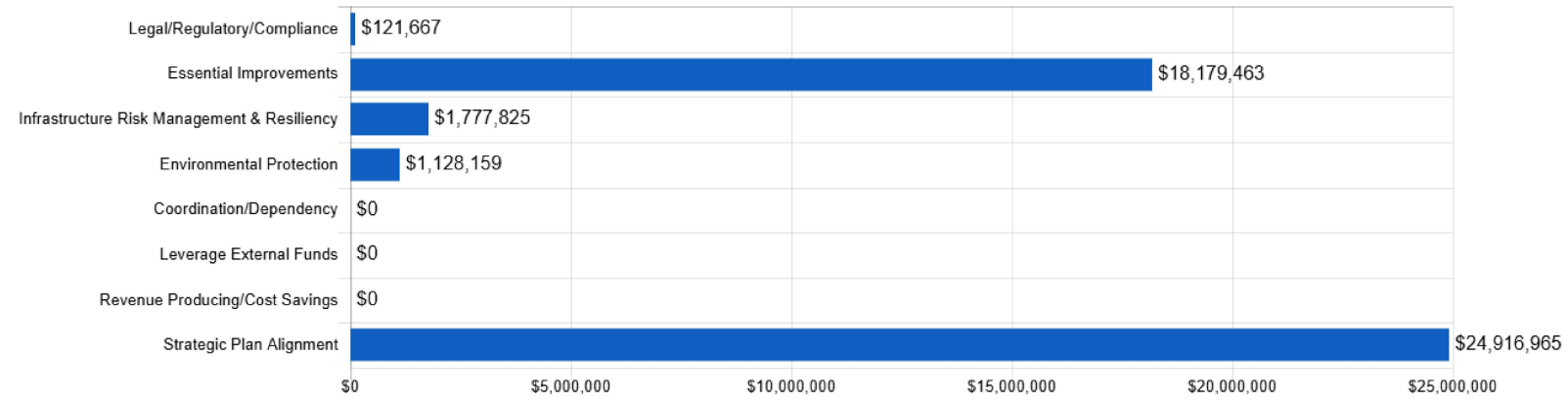
Construction Proj Only (Construction Est Schedule)

Project Name	Project Location	Project Description/Scope	Weekly Updates/Comments	Status	Actual Start	Actual End	% Complete	Amount (Funded)	Type of Project
Total			Count 28					Sum \$41,688,156	
Q1 (Oct-Dec)			Count 6					Sum \$8,621,153	
Facilities Shop - Upgrade to warehouse exhaust system & carpenter shop	Operations Center	Upgrade fleet exhaust system & carpenter shop	Work ongoing. Exhaust installation is pending. Estimated completed May 2025.	In Progress	10/01/24	05/30/25	80%	\$20,000	Construction - Build Improvements
Washington Park Pump Station & Force Main	Washinton Park	Pump Station and force main	- The plans were submitted to DERM on 10/09/24, awaiting approval -Meeting held with FPL 10/23/24, discuss 3 phase power to project site. Detailed drawings were submitted to FP&L on 10/25/24. Awaiting reply from FPL. -Bids were over 1.9 million above the budgeted amount. Procurement is working on Phase 1 Notice of Contract commencement (NCC) to issue for 30-45 days and the execution of the contract. These are expected to be completed during the week of 11/4/24. During NCC, the POs or Notice of Intent is issued. This may adjust based on Permit approval requirements. NTP will be issued on or before 45 days after NCC issuance. During NCC, the POs or Notice of Intent is issued. NMB Water & PWD are working with Finance to ensure the accounts are sufficiently funded to process the requisitions for 1st Phase.	In Progress	07/06/23	11/28/25	78%	\$6,492,953	Construction/Infrast Projects Utility
City Wide Restriping and resurfacing		Milling, resurfacing and restriping of streets that are presently in a poor state of repair/ poor condition.	Work to date has been done at the following locations: (NE 181st Street Between 19th Ave & 21st Ave), (NE 182nd Street between 20th Ave & 21st Ave), (NE 18th Ave Between 182nd & 183rd Street) and (Right of Way Parking Area along NE 169th, 170th, 171st Street between 14th and 15th Ave).	In Progress	10/01/24	09/30/25	74%	\$373,200	Restriping/Resurfac
Kevin R. Sims Aquatic Center at Victory Park Lighting Upgrade to LED			Project is in procurement phase. Proposed start in February 2025. 30 days for completion.	In Progress	10/14/24	09/30/25	60%	\$125,000	Construction - Non Building
Traffic Engineering Services		Traffic Engineering Services	Project ongoing. Collaboration with Engineering Team, staff and residents continues.	In Progress	10/01/24	10/08/25	58%	\$0	Construction/Infrast Projects Traffic Calr

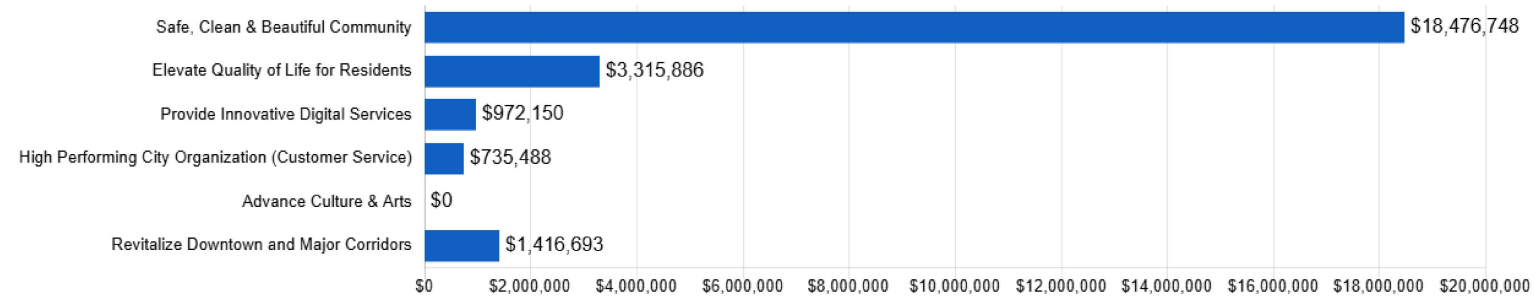
Norwood Old High Speed Pump RM AC replacement	Norwood 19150 NW 8th Ave	The existing Units are over 15 years old and non repairable. The equipment that is cooled by the units are vital to the operation of the water plant production. Equipment Replacement	Equipment ordered. PO processed and sent to vendor. Installation will be done once the equipment is received.	In Progress	10/01/24	09/12/25	45%	\$160,000	Construction - Build 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.	Funded by CRA. Funds transferred. project is ongoing.	In Progress	08/01/24	09/30/25	9%	\$1,450,000	Construction/Infrast Projects Utility
Construction (Quarter) Q2 (Jan - Mar)				Count				Sum	
				3				\$930,000	
Construction - Library Impact Windows (2024)	1601 NE 164 St	Revitalization and renovation of Laffe Allen Library	P.O. is ready. Working with contractor to get the schedule of work ready and mobilisation to follow as soon as possible.	In Progress	10/01/24	09/30/25	57%	\$330,000	Construction - Build Improvements
163rd Street Tree Planting	163rd Street between 12th Ave. and W. Dixie Highway.	plant trees on 163rd. Not resolved yet	Coordination with Beatification Staff, City Forester and CRA is ongoing to finalize scope of work. Scope to be finalized by 02/14/2025. Following finalizing of scope, proposals will be amended, and P.O. will be processed.	In Progress	10/01/24	09/30/25	38%	\$350,000	Landscaping
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.	Purchase Order is being processed.	In Progress	10/01/24	09/30/25	9%	\$250,000	Landscaping
Construction (Quarter) Q3 (Apr - Jun)				Count				Sum	
				8				\$29,354,573	
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	Phase 1 • Construction of the staging area is completed. • Pipe materials have been purchased and are expected onsite at the week of February 03rd 2025. • The pump shop-drawings package has been reviewed by the city's consultant, Hazen and Sawyer, for approval. • Site excavation and laying of pipes are scheduled to begin by the 2nd week of February. Phase 2 • A curtesy plan review has commenced with the City's Building Department from the week of 12/23/2024. A permit process number has been obtained. • Plans are being prepared to send to the county for permitting. Following county's permit approval, the plans will be resubmitted to the City of NMB Building Department for approval.	In Progress	07/09/19	10/13/26	76%	\$27,933,683	Construction - New Building
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. Already in design (90%). Desing is still ongoing	In Progress	10/01/24	09/30/25	34%	\$200,000	Construction - Build Improvements
Norwood Plant System Security		Norwood Plant System Security	Plans are being designed. There has been an increase in the scope that has triggered the need for an updated proposal. Awaiting the updated proposal.	In Progress	11/06/24	12/30/25	33%	\$187,890	Construction - Build Improvements
Police Department 1st Floor Lobby Elevator	Police - 16901 NE 19th Avenue	Upgrade to Mechanics and Cab	Work is scheduled to start in March 2025	In Progress	01/31/25	09/30/25	26%	\$150,000	Construction - Build Improvements
Citywide Backflow Recertification		Citywide Backflow Certification	Currently obtaining quotes for review and approval.	In Progress	10/01/24	09/30/25	26%	\$20,000	Goods & Services (Furniture, Fixture, Equipment, Hardwa Software)
McDonald Center Room Divider Replacement & Sound System Upgrade			In planning stage. Getting additional quotes. Planned start by Quarter 3. Will need to go to commission. 3 months for construction	In Progress	10/01/24	09/30/25	25%	\$220,000	Construction - Build Improvements
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	Proposal received. Requisition went before commission in January for approval however, it was tabled and moved to February commission meeting. Project is for design in FY25, construction in FY26	In Progress	07/30/24	09/30/25	23%	\$70,000	Construction/Infrast Projects Traffic Calr
Julius Littman Theater for the Performing Arts Lighting Equipment Replacement			Proposals have been received. In procurement stage. Requisition is scheduled to be completed by 02/24/2025.	In Progress	10/18/24	09/30/25	21%	\$50,000	Goods & Services (Furniture, Fixture, Equipment, Hardwa Software)
Traffic Calming - Pan Uleta -651 NE 168th St (2024)	651 NE 168th Street	Install speed bumps mini circulator and curb eliminator and guard rails	Two traffic calming speed tables with related street signs have been installed to address speeding concerns. Updated proposal received and requisition to go before commission in January for approval. This updated proposal is	In Progress	08/01/23	05/29/26	19%	\$250,000	Construction/Infrast Projects Traffic Calr

			January for approval. This updated proposal is for the design of additional traffic calming devices.								
City Hall 1st Floor Renovations	17011 NE 19th AVE	City Hall First Floor Renovations (Lobby Floors & Bathroom Upgrade)	Project has been temporarily put on hold pending scope discussion with City's Upper Management.	On Hold	10/15/24	01/30/26	18%		\$273,000	Construction - Build Improvements	
Construction (Quarter) Q4 (Jul - Sept)			Count 10						Sum \$2,459,215		
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	Received proposal from CMA. Requisition processed. Currently planning. Construction FY25-26	In Progress	08/01/22	04/09/26	59%		\$908,500	Construction/Infrast Projects Traffic Calr	
Mishcon Park Phase II Upgrades Site Improvements	Mishcon Park	Upgrade to restrooms, concession, dugouts and other amenities	Work has started. Obtaining quotes for a new score board. Reviewing of Quotes will be done by the week of 02/24/2025	On Hold	10/18/24	10/31/25	54%		\$95,000	Construction - Build Improvements	
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	Presently going through permitting with the county. Obtaining concurrence from agencies and residence. Design team is responding to permitting comments from the county. Response to comments will be completed by 02/15/2025.	In Progress	01/01/24	11/21/25	48%		\$250,000	Construction/Infrast Projects Traffic Calr	
Citywide Neighborhood Beautification	163rd St + Hansford Blvd	Beautification of 163rd St & major corridors (trees, landscaping, irrigation, corridor sidewalks) 163rd street wall	Proposals/Quote requests submitted. Based on adjustments to the scope, a request for a revised proposal is pending.	In Progress	10/01/24	12/30/25	31%		\$500,000	Landscaping	
PSA New Workstation Cubicles (PSA Space Optimization)	17050 ne 19th Ave	PSA Building Reconfiguration	Planning ongoing. Proposed floor plan layout and proposals received and are being reviewed by staff. Staff is meeting to review plans with Department Directors and staff individually for concurrence.	In Progress	10/01/24	06/16/26	20%		\$220,000	Construction - Build Improvements	
Modification of Mechanic Bay Shop		Modification of Fleet Mechanic Bay Shop	In planning stage	In Progress	10/01/24	09/30/25	18%		\$15,000	Construction - Build Improvements	
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, requisition to go before commission in January for approval. however, the item was tabled and will be discussed further at the February commission meeting.	In Progress	11/11/22	12/31/25	6%		\$112,000	Construction/Infrast Projects Traffic Calr	
Traffic Calming - NE 160-163 ST & NE 9 CT (2025)	NE 9 Ct Traffic Calming	Study results will determine design cost. Recommendation speed hum at the segments between ne 160th terrace & ne 163rd st, also recommend a crosswalk at the intersection of NE 160th Terrace with NE 9th Court. Only adding crosswalks and speedbumps. Unfunded FY24 Study recommendation results speed humps, signage, new crosswalk. CMA is pending to submit a fee proposal for design.	Study received 2/26/23, scope crosswalks and speedbumps. Proposal received. Requisition is being processed. Project is for design in FY25, construction in FY26	In Progress	12/26/22	12/31/26	6%		\$104,040	Construction/Infrast Projects Traffic Calr	
Wayfinding Signs	throughout CRA	Create a wayfinding sign program, and install signage as needed.	CRA funded FY25. Project on Hold. CRA Awaiting approved City Branding to move forward.	On Hold	10/01/24	09/30/25	5%		\$75,000	ROW Signage	
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. Requisition submitted to proceed Design and Construction. Requisition to go before commission in January however, the item was tabled and will be discussed further at the February commission meeting. Project is for design in FY25. Project can complete in FY25	In Progress	11/11/22	09/30/25	4%		\$179,675	Construction/Infrast Projects Traffic Calr	
Construction (Quarter) Blank			Count 1						Sum \$323,215		
Highland Village Splashpad Design & Construction		Increase recreational facilities for community children	Floor plan layout options are being reviewed by the City's Upper Management. Pending approved of design	In Progress	12/02/24	07/13/26	25%		\$323,215	Construction - Build Improvements	

City Strategic Plan Alignment



Strategic Plan Alignment



GIS View of CIP Projects



**City Manager's Report
16.7.**

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:	
VIA:	
DATE:	February 18, 2025

RE: American Rescue Plan Act (ARPA) Updates

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY

IMPACT:

ATTACHMENTS:

Description

- ▣ ARPA Final List

American Rescue Plan Act Final Allocation List

	PHASE DESCRIPTION	DEPT	PROJECT NAME	DESCRIPTION	2025 REVISED BUDGET	2025 AVAILABLE	DEDUCT	ADD	FINAL ALLOCATION	COMPLETION PERCENTAGE	REPORTING CATEGORY
1	PHASE ONE	PARKS	SENIOR FACILITY-BUILDING EXPEN	Design and construction Senior Citizens facility	441,777.00	231,579.84	-\$231,579.84		\$210,197.16	100.00	6.1- Revenue Loss
2	PHASE ONE	PARKS	SENIOR FACILITY-LAND PURCHASE	Design and construction Senior Citizens facility	1,058,223.00	0.00	-\$1,058,223.00		0	0.00	
3	PHASE ONE	PARKS	BUS PURCHASE	Purchase of bus for Parks and Rec Dept programs and activities to include pick up of youth and seniors	48,000.00	28,598.00	-\$28,598.00		\$19,402.00	100.00	6.1- Revenue Loss
4	PHASE ONE	LIBRARY	FINANCIAL LITERACY COURSES/SES	One of the significant deficiencies affecting our community is the overall lack of financial literacy. Not understanding fundamental topics such as managing debt, saving and investing, 401k and IRA investing for retirement, and the dangers of credit card debt, create generational wealth gaps and keep families from getting ahead. This program will provide much-needed information that will form the foundation needed to reduce poverty and improve the financial health of our residents.	20,000.00	152.02	-\$152.02		\$19,847.98	100.00	6.1- Revenue Loss
5	PHASE ONE	LIBRARY	COLLEGE SCHOLARSHIP PROGRAM		0.00	0.00			0	0.00	
6	PHASE ONE	PUB WORKS	ROADWAY RESURFACING	Several infrastructure improvements have gone unfunded due to other funding priorities and reductions in revenue. This program will provide funding the address the roads and bridges and other facilities that require maintenance and repairs.	196,024.00	0.00			196,024.00	100.00	6.1- Revenue Loss
7	PHASE ONE	PUB WORKS	H/R OFFICE RENOVATION	HR Office renovations	146,264.00	5,231.29	-\$5,231.29		\$141,032.71	100.00	6.1- Revenue Loss
8	PHASE ONE	PUB WORKS	BUS SHELTERS		46,716.00	46,716.00	-\$46,716.00		\$0.00	0.00	6.1- Revenue Loss
9	PHASE ONE	PUB WORKS	BRIDGE IMPROVEMENTS	Several infrastructure improvements have gone unfunded due to other funding priorities and reductions in revenue. This program will provide funding the address the roads and bridges and other facilities that require maintenance and repairs.	227,810.00	0.00			\$227,810.00	100.00	6.1- Revenue Loss
10	PHASE ONE	PUB WORKS	HIGHLAND VILLAGE DRAINAGE IMPR	This program will provide funding to address drainage improvements in the Highland Village area.	750,000.00	0.00			\$750,000.00	100.00	6.1- Revenue Loss
11	PHASE ONE	PUB WORKS	AIR PURIFERS FOR CTY BUILDINGS	Installation of air purifiers for city facilities to improve air quality.	100,000.00	46,716.00		\$46,716.00	\$146,716.00	146.72	6.1- Revenue Loss
12	PHASE ONE	PUB WORKS	NE 151 ST/14TH AVE ROUNDABOUT	Roundabout installation for traffic calming solution near the area.	294,166.00	0.04	-\$0.04		\$294,165.96	100.00	6.1- Revenue Loss
13	PHASE ONE	PUB WORKS	NE 153 ST DRAINAGE IMPROVEMENT	Several infrastructure improvements have gone unfunded due to other funding priorities and reductions in revenue. This program will provide funding the address the roads and bridges and other facilities that require maintenance and repairs.	174,096.00	177,602.58		\$177,602.58	\$351,698.58	202.01	6.1- Revenue Loss
14	PHASE ONE	PUB WORKS	WASHINGTON PARK DESIGN/CONSTRU	This project will include a contribution to the construction of Washington Park and additional improvements to other park facilities.	807,020.00	0.76	-\$0.76		\$807,019.24	100.00	6.1- Revenue Loss
15	PHASE ONE	POLICE	POLICE ACADEMY TRAINING, TUITI	Police Academy Training for two certified trained police officers including tuition, uniforms and books.	50,000.00	6,747.74	-\$6,747.74		\$43,252.26	100.00	6.1- Revenue Loss
16	PHASE ONE	POLICE	MENTAL HEALTH WORKSHOPS/EMPL	This program is designed to bring awareness to mental health concerns in police officers and civilians' employees, facilitating forms, activities, or incentive programs gear around mental health.	30,000.00	6,897.68	-\$6,897.68		\$23,102.32	100.00	6.1- Revenue Loss

17	PHASE ONE	WATER FUND	VAC TRUCK PURCHASE	The NMBWater Department request to purchase a new combination Vac truck. Due to the pandemic,the amount of maintenance required to our infrastructure increased. Due to the pandemic, more people are home or working from home which resulted in increased back ups. An assessment and extensive research indicates cooking oil is being introduced into the filter system. The Vac truck will be able to release clogged drains on demand.	275,000.00	0.00			\$275,000.00	100.00	6.1- Revenue Loss
18	PHASE ONE	WATER FUND	WE CARE PROGRAM	The City of North Miami Beach will offer customers the One-Time Lifetime Credit for hardship-related inability to pay utility bills. The credit usually is one billing cycle's bill. Many customers took advantage of this credit during the COVID crisis due to lost jobs or illness. Granting these credits means the City wrote off the amounts due from the customers resulting in lost revenues. Many customers have been negatively affected by COVID-19, from losing their jobs to contracting the virus themselves, causing them not to pay their utility bills. The City can use some of the ARP allocations to assist both individual households and perhaps multiunit accounts. If approved by ARP, the program will recover those lost revenues.	250,000.00	220,442.30	-\$220,442.30		\$29,557.70	100.00	6.1- Revenue Loss
19	PHASE ONE	WATER FUND	SEPTIC TO SEWER CONVERSION	Contribution to Corona Del Mar Project area for infrastructure improvement.	400,000.00	0.00			\$400,000.00	100.00	6.1- Revenue Loss
20	PHASE ONE	INFO TECH	COMPUTER EQUIP (NON-CAPITAL)	Funding will allow for the purchase of computer equipment such as laptops, desktops, monitors, printers, servers, etc. City-wide to ensure that we continue with our computer cyclical replacement plan. A lot of the equipment being used by our employees is no longer covered by warranty and/or over 5 years old, reducing employee productivity. Also, as part of IT's Strategic Plan new staff will be setup with Laptops to allow for mobility in case of emergencies, etc.	172,400.00	453.79	-\$453.79		\$171,946.21	100.00	6.1- Revenue Loss
21	PHASE ONE	INFO TECH	SOFTWARE (CAPITAL)	With the advent of COVID-19, it has become apparent that organizations need to scale their operations to support both mobile and remote workers. This project will completely move citywide email services and applications that we use every day to a cloud-based platform, thus ensuring connectivity, redundancy, and disaster recovery by hosting our data on multiple servers across the Country. In the case of reliability, all email accounts would be managed and accessible approximately 99.99% of the time. This program will also allow the City to purchase up-to-date electronics, including hardware (computers and tablets) and Software (licenses and subscriptions) The DocuSign solution will enable the City to electronically process contracts, grants, new hire employees agreements, supplier agreements, and everyday documents. Executime is a system that allows all departments to have their hourly employees clock in and out to a device that reconciles employees' time tracking. Which, in return, will produce a report to assist the payroll department.	17,500.00	13.28	-\$13.28		\$17,486.72	100.00	6.1- Revenue Loss

22	PHASE ONE	INFO TECH	DOCUSIGN ELECTRONIC SIGNATURES	With the advent of COVID-19, it has become apparent that organizations need to scale their operations to support both mobile and remote workers. This project will completely move citywide email services and applications that we use every day to a cloud-based platform, thus ensuring connectivity, redundancy, and disaster recovery by hosting our data on multiple servers across the Country. In the case of reliability, all email accounts would be managed and accessible approximately 99.99% of the time. This program will also allow the City to purchase up-to-date electronics, including hardware (computers and tablets) and Software (licenses and subscriptions) The DocuSign solution will enable the City to electronically process contracts, grants, new hire employees agreements, supplier agreements, and everyday documents. Executime is a system that allows all departments to have their hourly employees clock in and out to a device that reconciles employees' time tracking. Which, in return, will produce a report to assist the payroll department.	7,000.00	269.20	-\$269.20		\$6,730.80	100.00	6.1- Revenue Loss
23	PHASE ONE	INFO TECH	LASERFICHE LICENSING SOFTWARE	With the advent of COVID-19, it has become apparent that organizations need to scale their operations to support both mobile and remote workers. This project will completely move citywide email services and applications that we use every day to a cloud-based platform, thus ensuring connectivity, redundancy, and disaster recovery by hosting our data on multiple servers across the Country. In the case of reliability, all email accounts would be managed and accessible approximately 99.99% of the time. This program will also allow the City to purchase up-to-date electronics, including hardware (computers and tablets) and Software (licenses and subscriptions) The DocuSign solution will enable the City to electronically process contracts, grants, new hire employees agreements, supplier agreements, and everyday documents. Executime is a system that allows all departments to have their hourly employees clock in and out to a device that reconciles employees' time tracking. Which, in return, will produce a report to assist the payroll department.	25,000.00	248.94	-\$248.94		\$24,751.06	100.00	6.1- Revenue Loss
24	PHASE ONE	INFO TECH	SERVER EQUIPMENT (CAPITAL)	With the advent of COVID-19, it has become apparent that organizations need to scale their operations to support both mobile and remote workers. This project will completely move citywide email services and applications that we use every day to a cloud-based platform, thus ensuring connectivity, redundancy, and disaster recovery by hosting our data on multiple servers across the Country. In the case of reliability, all email accounts would be managed and accessible approximately 99.99% of the time. This program will also allow the City to purchase up-to-date electronics, including hardware (computers and tablets) and Software (licenses and subscriptions) The DocuSign solution will enable the City to electronically process contracts, grants, new hire employees agreements, supplier agreements, and everyday documents. Executime is a system that allows all departments to have their hourly employees clock in and out to a device that reconciles employees' time tracking. Which, in return, will produce a report to assist the payroll department.	125,000.00	571.11	-\$571.11		\$124,428.89	100.00	6.1- Revenue Loss

25	PHASE ONE	INFO TECH	HARDWARE PURCHASES (CAPITAL)	With the advent of COVID-19, it has become apparent that organizations need to scale their operations to support both mobile and remote workers. This project will completely move citywide email services and applications that we use every day to a cloud-based platform, thus ensuring connectivity, redundancy, and disaster recovery by hosting our data on multiple servers across the Country. In the case of reliability, all email accounts would be managed and accessible approximately 99.99% of the time. This program will also allow the City to purchase up-to-date electronics, including hardware (computers and tablets) and Software (licenses and subscriptions) The Docusign solution will enable the City to electronically process contracts, grants, new hire employees agreements, supplier agreements, and everyday documents. Executime is a system that allows all departments to have their hourly employees clock in and out to a device that reconciles employees' time tracking. Which, in return, will produce a report to assist the payroll department.	29,100.00	33.28	-\$33.28		\$29,066.72	100.00	6.1- Revenue Loss
26	PHASE ONE	INFO TECH	OTHER CONTRACTUAL SERVICES	With the advent of COVID-19, it has become apparent that organizations need to scale their operations to support both mobile and remote workers. This project will completely move citywide email services and applications that we use every day to a cloud-based platform, thus ensuring connectivity, redundancy, and disaster recovery by hosting our data on multiple servers across the Country. In the case of reliability, all email accounts would be managed and accessible approximately 99.99% of the time. This program will also allow the City to purchase up-to-date electronics, including hardware (computers and tablets) and Software (licenses and subscriptions) The Docusign solution will enable the City to electronically process contracts, grants, new hire employees agreements, supplier agreements, and everyday documents. Executime is a system that allows all departments to have their hourly employees clock in and out to a device that reconciles employees' time tracking. Which, in return, will produce a report to assist the payroll department.	24,000.00	0.00			\$24,000.00	100.00	6.1- Revenue Loss
27	PHASE ONE	INFO TECH	CONFERENCING MONITOR (CMO)	With the advent of COVID-19, it has become apparent that organizations need to scale their operations to support both mobile and remote workers. This project will completely move citywide email services and applications that we use every day to a cloud-based platform, thus ensuring connectivity, redundancy, and disaster recovery by hosting our data on multiple servers across the Country. In the case of reliability, all email accounts would be managed and accessible approximately 99.99% of the time. This program will also allow the City to purchase up-to-date electronics, including hardware (computers and tablets) and Software (licenses and subscriptions) The Docusign solution will enable the City to electronically process contracts, grants, new hire employees agreements, supplier agreements, and everyday documents. Executime is a system that allows all departments to have their hourly employees clock in and out to a device that reconciles employees' time tracking. Which, in return, will produce a report to assist the payroll department.	19,045.55	0.00			\$19,045.55	100.00	6.1- Revenue Loss

28	PHASE ONE	INFO TECH	VIDEO SYSTEM REPLACE/COMM CHAM	With the advent of COVID-19, it has become apparent that organizations need to scale their operations to support both mobile and remote workers. This project will completely move citywide email services and applications that we use every day to a cloud-based platform, thus ensuring connectivity, redundancy, and disaster recovery by hosting our data on multiple servers across the Country. In the case of reliability, all email accounts would be managed and accessible approximately 99.99% of the time. This program will also allow the City to purchase up-to-date electronics, including hardware (computers and tablets) and Software (licenses and subscriptions) The Docusign solution will enable the City to electronically process contracts, grants, new hire employees agreements, supplier agreements, and everyday documents. Executime is a system that allows all departments to have their hourly employees clock in and out to a device that reconciles employees' time tracking. Which, in return, will produce a report to assist the payroll department.	60,954.45	865.30	-\$865.30		\$60,089.15	100.00	6.1- Revenue Loss
29	PHASE ONE	INFO TECH	LICENSING SOFTWARE	With the advent of COVID-19, it has become apparent that organizations need to scale their operations to support both mobile and remote workers. This project will completely move citywide email services and applications that we use every day to a cloud-based platform, thus ensuring connectivity, redundancy, and disaster recovery by hosting our data on multiple servers across the Country. In the case of reliability, all email accounts would be managed and accessible approximately 99.99% of the time. This program will also allow the City to purchase up-to-date electronics, including hardware (computers and tablets) and Software (licenses and subscriptions) The Docusign solution will enable the City to electronically process contracts, grants, new hire employees agreements, supplier agreements, and everyday documents. Executime is a system that allows all departments to have their hourly employees clock in and out to a device that reconciles employees' time tracking. Which, in return, will produce a report to assist the payroll department.	394,904.00	79,602.50			\$394,904.00	79.84	6.1- Revenue Loss
30	PHASE ONE	CMO	TURKEY DISTRIBUTION PROGRAM	This program will distribute Turkeys during the Thanksgiving holidays to residents living in the City. This includes the logistics, operations and material necessary to distribute the turkeys.	31,143.00	1,175.36	-\$1,175.36		\$29,967.64	100.00	6.1- Revenue Loss
31	PHASE ONE	CMO	GROCERY GIFT CARD DISTRIBUTION	This program will allow residents living in the City to obtain this grocery gift card to make grocery and household items.	168,857.00	2,442.92	-\$2,442.92		\$166,414.08	100.00	6.1- Revenue Loss
32	PHASE ONE	CMO	COMMUNITY ENGAGEMENT	This program will allow community engagement to ensure the community members gain access to valued social settings and activities, feel that they are able to contribute meaningfully to those activities, and develop functional capabilities that enable them to participate fully.	95,000.00	5,932.00	-\$5,932.00		\$89,068.00	100.00	6.1- Revenue Loss
33	PHASE ONE	CMO	AT-HOME TESTING KITS (COVID)	During the peak of the Delta variant there was a need for at-home testing kits, and the public and staff were unsuccessful in obtaining the testing kits. Per the direction of the City Manager, a total of 2,074 COVID-19 at-home testing kits were purchased Approximately, 1,074 at-home testing kits in total have been distributed to the public and City staff via the City Commission, the Library, and the Human Resources Department. Approximately 1,000 at-home testing kits remain and are stored in the City Manager's Office to be distributed during Summer 2022. Note that all at-home testing kits must be provided to the public or staff on or before the expiration date of September 2022.	25,000.00	0.01	-\$0.01		\$24,999.99	100.00	6.1- Revenue Loss

34	PHASE ONE	CMO	PUBLIC OUTREACH	This program will inform and educate the public about all of the various programs and services we provide to assist residents and local businesses in North Miami Beach.	120,000.00	42,875.26	-\$42,875.26		\$77,124.74	100.00	6.1- Revenue Loss
35	PHASE ONE	CMO	COLLEGE SCHOLARSHIP PROGRAM	This program will allow NMB residents who are students; to receive a scholarship to a state college to assist with tuition and/or purchase books that coincide with curriculum.	100,000.00	55,000.00	-\$55,000.00		\$45,000.00	100.00	6.1- Revenue Loss
36	PHASE ONE	CMO	HUMAN SERVICES PROGRAMS	Social assistance programs designed to administered to residents and constituents of North Miami Beach. These programs are geared towards assisting all North Miami Beach residents and constituents overcome adversity provide resources to empower recipients to reach their full potential. These programs are designed to contribute to the welfare and promote happiness by delivering a broad range of help and support to individuals and families.	281,000.00	21,251.25	-\$21,251.25		\$259,748.75	100.00	6.1- Revenue Loss
37	PHASE ONE	CMO	GENERAL FUND REVENUE LOSS	General Fund Revenue Loss Capture	721,000.00	721,000.00		\$380,000.00	\$1,101,000.00	100.00	6.1- Revenue Loss
38	PHASE ONE	CMO	SANITATION SUPPLEMENT	Subsidization of increase in sanitation fees for residents	1,174,621.00	1,174,621.00			\$1,174,621.00	100.00	6.1- Revenue Loss
39	PHASE ONE	COMM DEV	VULNERABILITY STUDY	This project included a literature review, data collection, climatological impact analysis and preliminary adaptation planning efforts for critical citywide assets. Renewable studies identify ways to produce renewable energy. Parking study to identify the location, use, and adequacy of existing parking facilities. Water conservation study to ensure the availability of water for future generations.	100,000.00	7,690.00	-\$7,690.00		\$92,310.00	100.00	6.1- Revenue Loss
40	PHASE ONE	COMM DEV	STREET TREE MASTER PLAN	This project included a literature review, data collection, climatological impact analysis and preliminary adaptation planning efforts for critical citywide assets. Renewable studies identify ways to produce renewable energy. Parking study to identify the location, use, and adequacy of existing parking facilities. Water conservation study to ensure the availability of water for future generations.	42,292.00	42,292.00	-\$42,292.00		\$0.00	0.00	
41	PHASE ONE	COMM DEV	AFFORDABLE HOUSING STUDY	Analysis of the supply and demand for affordable housing in NMB, and how that impacts the local housing market	2,708.00	0.00			\$2,708.00	100.00	6.1- Revenue Loss
42	PHASE ONE	COMM DEV	ARCHITECTURAL DESIGN		0.00	0.00			\$0.00	0.00	
43	PHASE ONE	COMM DEV	JOB TRAINING		0.00	0.00			\$0.00	0.00	
44	PHASE ONE	COMM DEV	PARKING STUDY	Assessment of available parking and typical number of cars parked at various times of day to address and recommend any changes to improve parking in NMB	65,000.00	23,678.00			\$65,000.00	63.57	6.1- Revenue Loss
45	PHASE ONE	COMM DEV	ZONING REVIEW AND UPDATES	Review and updates to zoning regulations to prepare policy recommendations	50,000.00	43,186.25			\$50,000.00	13.63	6.1- Revenue Loss
46	PHASE ONE	ECON DEV	ROOFS PROGRAM	This program will allow approved homeowners to receive funding to replace roofs to make the homes energy efficient and sustainable.	385,000.00	195,828.06			\$385,000.00	49.14	6.1- Revenue Loss
47	PHASE ONE	ECON DEV	MORTGAGE & RENTAL ASSISTANCE	Assist for homeowners and renters that are experiencing difficulties paying their mortgage or rent. This program benefits the residents who reside on North Miami Beach by preventing foreclosures or eviction and keeping both tenants and homeowners in their homes	200,000.00	0.00			\$200,000.00	100.00	6.1- Revenue Loss
48	PHASE ONE	ECON DEV	BUSINESS GRANT ASSISTANCE	This program will assist local North Miami Beach businesses to alleviate job loss caused by business closures related to social economic disturbances caused by the COVID-19 Pandemic by providing short-term working capital assistance to operations to enable retention.	300,000.00	0.00			\$300,000.00	100.00	6.1- Revenue Loss
49	PHASE ONE	ECON DEV	IMMIGRATION SERVICES FOR RESID		0.00	0.00			\$0.00	0.00	
50	PHASE ONE	ECON DEV	WINDOWS & DOORS	This program will allow approved homeowners to receive funding to replace windows and doors to make the homes energy efficient and sustainable.	295,000.00	4,325.00			\$295,000.00	98.53	6.1- Revenue Loss
51	PHASE ONE	H/R	IMMIGRATION SERVICES FOR RESID		0.00	0.00			\$0.00	0.00	

52	PHASE TWO	PARKS	BASKET BALL COURT SPRUCE UP	Enhancement of neighborhood ground cleaning and tree trimming efforts	10,000.00	250.00	-\$250.00		\$9,750.00	100.00	6.1- Revenue Loss
53	PHASE TWO	COMM DEV	RAPID TRANSIT ZONE COUNTY RQM	To prepare an ordinance to meet County RTZ requirement	55,000.00	55,000.00			\$55,000.00	0.00	6.1- Revenue Loss
	PHASE TWO	COMM DEV	HOUSING ANALYSIS REPORT	This program assists North Miami Beach with analysis of the housing stock of the city and will help to identify strategies to address housing crises.	50,000.00	50,000.00			\$50,000.00	0.00	6.1- Revenue Loss
54											
55	PHASE TWO	PARKS	NEW VICTORY POOL REPLACEMENT H	Replacement of a pool heater at Victory Pool that has reached its life expectancy.	30,000.00	707.00	-\$707.00		\$29,293.00	100.00	6.1- Revenue Loss
56	PHASE TWO	PARKS	FOOD DISTRIBUTION	Food distributions to benefit NMB residents facing food insecurity	89,750.00	70,559.21	-\$50,000.00		\$39,750.00	48.28	6.1- Revenue Loss
57	PHASE TWO	PARKS	LITTMAN THEATRE OVERHEAD STAGE		0.00	0.00			\$0.00	0.00	
58	PHASE TWO	PARKS	HIGHLAND VILLAGE SPLASHPAD DES	Design of splashpad at Highland Village Community Center	240,000.00	0.00			\$240,000.00	100.00	6.1- Revenue Loss
59	PHASE TWO	PARKS	GENERAL PARK AMENITIES	This program is to upgrade/replace the park system with new amenities such as garbage cans, benches, picnic tables, including concrete slab base.	50,000.00	25,143.00			\$50,000.00	49.71	6.1- Revenue Loss
60	PHASE TWO	PARKS	MISHCON PARK -PHASE 11 PER MA	(Restroom/Concession Upgrade, Batting Cage, Walking Path Connectivity, Maintenance Storage Building, Close Driveway And Open With New Green Space, Pavilions, Install Outdoor Security Cameras.)	145,000.00	57,412.16			\$145,000.00	60.41	6.1- Revenue Loss
61	PHASE TWO	PARKS	LITTMAN THEATER OVERHEAD STAGE	Replacement of speakers over the stage at the Littman Theater to provide a better sound and experience for the patrons.	35,000.00	2.00	-\$2.00		\$34,998.00	100.00	6.1- Revenue Loss
62	PHASE TWO	PARKS	SIMS AQUATIC CENTER NEW OUTDOO	Replacement of a required outdoor pool shower and foot wash that patrons use prior to entering the pool.	6,000.00	1,403.80	-\$1,403.80		\$4,596.20	100.00	6.1- Revenue Loss
63	PHASE TWO	PARKS	SIMS AQUATIC CENTER LITTLE LAG	Replacement equipment for the Little Lagoon water playground structure at Victory Pool. Current equipment is rusting.	75,000.00	75,000.00			\$75,000.00	0.00	6.1- Revenue Loss
64	PHASE TWO	PARKS	CHALLENGER PARK SHADE STRUCTUR	Replacement of large pavilion at Challenger Park. Roof is deteriorating and cannot be repaired	126,000.00	126,000.00			\$126,000.00	0.00	6.1- Revenue Loss
65	PHASE TWO	PARKS	TAYLOR PARK/AQUA BOWL FOUNTAIN	Repair/replace fountain at Taylor Park Aqua Bowl. Current water feature fountain is inoperable	14,000.00	0.00			\$14,000.00	100.00	6.1- Revenue Loss
66	PHASE TWO	PARKS	PARK RESTORATION (ARBOR DAY)	Yearly Arbor Day project to create, spruce up, renovate a park or area through the Beautification Committee	60,000.00	0.00			\$60,000.00	100.00	6.1- Revenue Loss
67	PHASE TWO	PARKS	PARKS & REC VEHICLES	Replacement of old and out of service Parks and Recreation Department maintenance vehicles and the addition of new utility vehicle to service snake creek canal trail.	123,000.00	0.00			\$123,000.00	100.00	6.1- Revenue Loss
68	PHASE TWO	PARKS	BUS PURCHASE	Purchase of bus for Parks and Rec Dept programs and activities to include pick up of youth and seniors	100,000.00	0.00			\$100,000.00	100.00	6.1- Revenue Loss
69	PHASE TWO	PARKS	VICTORY POOL DECK FURNITURE	This program assists with the upgrading of pool deck furniture and lifeguard stands at Victory Pool	10,000.00	454.25	-\$454.25		\$9,545.75	100.00	6.1- Revenue Loss
70	PHASE TWO	PARKS	PLAYGROUND PARTS, DECK EQUIPME	This program will allow for the replacement of needed playground equipment parts throughout the city	25,000.00	289.54	-\$289.54		\$24,710.46	100.00	6.1- Revenue Loss
71	PHASE TWO	PARKS	REPLACE POOL PUMPS	This program will allow for a continuous operation of Victory pool	9,450.00	18.29	-\$18.29		\$9,431.71	100.00	6.1- Revenue Loss
72	PHASE TWO	PARKS	FURNITURE TVS, ELECTRONIC	This program will allow for the creation of a teen area at YES Center	10,000.00	4,775.00	-\$4,775.00		\$5,225.00	100.00	6.1- Revenue Loss
73	PHASE TWO	PARKS	PLAYGROUND SURFACE RECOATING	This program assists with the maintenance recoating of the playground pour in place safety surfacing	10,000.00	296.28	-\$296.28		\$9,703.72	100.00	6.1- Revenue Loss
74	PHASE TWO	PARKS	UPDATED SIGNAGE	This program will support replacement and updating of Park signs.	2,500.00	2,500.00	-\$2,500.00		\$0.00	0.00	
75	PHASE TWO	PARKS	BUFFER-STRIPPER PURCHASE	This program will allow for continual beautification of Park Facilities	2,500.00	633.20	-\$633.20		\$1,866.80	100.00	6.1- Revenue Loss
76	PHASE TWO	PARKS	4 DOGGIE STATIONS	This program will allow for additional doggie stations throughout the City.	2,500.00	209.80	-\$209.80		\$2,290.20	100.00	6.1- Revenue Loss
77	PHASE TWO	PARKS	ICE MACHINE PURCHASE	This program is to purchase new ice machines at two parks and recreation locations to support and enhance community recreation programming	16,000.00	1,502.50	-\$1,502.50		\$14,497.50	100.00	6.1- Revenue Loss
78	PHASE TWO	LIBRARY	GENERATOR	Join two separate electrical meters. Purchase Generator, Create secure structure for generator away from the building.	160,000.00	0.00			\$160,000.00	100.00	6.1- Revenue Loss
79	PHASE TWO	LIBRARY	BOOK SCANNER FOR HISTORIC RE	Purchase of scanner Book Eye 4 large platform. Set up, training, software and Purchase of storage for data for book digitization.	31,350.00	0.00			\$31,350.00	100.00	6.1- Revenue Loss

80	PHASE TWO	LIBRARY	LAPTOP SELF CHECKOUT	Laptops for self-checkout	14,250.00	0.00			\$14,250.00	100.00	6.1- Revenue Loss
81	PHASE TWO	LIBRARY	BATHROOM REMODEL	Gut bathrooms to create a Children's bathroom accessible from the Children's Room. Create Bathroom that is a family bathroom. Create an ADA approved bathroom. Provide general stalls that are enclosed to the floor to ensure for privacy regardless of user.	100,000.00	0.00			\$100,000.00	100.00	6.1- Revenue Loss
82	PHASE TWO	LIBRARY	RFID-IMPLEMENT SELF CHECKOUT	Self-checkout implementation	18,000.00	5,243.65	-\$5,243.65		\$12,756.35	100.00	6.1- Revenue Loss
83	PHASE TWO	LIBRARY	LED LIGHTING IN PARKING LOT	Replace current outdoor lighting with LED lights to increase visibility and security to the library, Hanford Blvd and Miami Drive. Reduces electrical wattage consumption.	42,000.00	6,120.45	-\$6,120.45		\$35,879.55	100.00	6.1- Revenue Loss
84	PHASE TWO	LIBRARY	IMPACT WINDOWS	Impact Windows and Doors to replace all building openings and provide storm protection to absent or malfunctioning aging shutters. Replace malfunctioning doors. Provide stronger less demanding hurricane protection and quicker recovery for reopening facility to the public.	330,000.00	0.00			\$330,000.00	100.00	6.1- Revenue Loss
85	PHASE TWO	PUB WORKS	FLEET MANAGEMENT SOFTWARE	Fleet management software enables NMB Service Shop to manage activities and schedules for specific tasks related to repairs, preventative maintenance, inventory tracking, asset management, etc) in the management of any or all aspects relating to NMB fleet of vehicles	42,750.00	723.02	-\$723.02		\$42,026.98	100.00	6.1- Revenue Loss
86	PHASE TWO	PUB WORKS	CITY WIDE ROOF REPLACEMENTS	To replace roof systems that have aged out and can no longer be repaired. The replacement will have a warranty and protect the city assets inside and the building itself. Replacement of existing roofs systems, and to also include any and all current code requirements to bring the facilities up to compliance.	799,000.00	303.00	-\$303.00		\$798,697.00	100.00	6.1- Revenue Loss
87	PHASE TWO	PUB WORKS	CITY WIDE EXTERIOR FACILITIES	Seal, paint exterior of buildings (crack in windows, walls, exterior failing, gaskets, etc). This keeps moisture out.	526,500.00	458.00	-\$458.00		\$526,042.00	100.00	6.1- Revenue Loss
88	PHASE TWO	PUB WORKS	AHU REPLACEMENTS CITY WIDE	This project covers the replacement of old HVAC units in various city facilities (Budgeting for the replacement of air handling units in the city that are no longer functioning properly).	190,400.00	645.00	-\$645.00		\$189,755.00	100.00	6.1- Revenue Loss
89	PHASE TWO	PUB WORKS	ELEVATOR COMPLIANCE UPGRADE	Elevator compliance upgrades to comply with Miami-Dade County regulations	63,854.00	0.00			\$63,854.00	100.00	6.1- Revenue Loss
90	PHASE TWO	PUB WORKS	GENIE ELECTRIC SCISSOR LIFT	This project is to replace out dated equipment that is at the end of its useful life. Parts are no longer available making repairs very difficult. Down time of the equipment increases the cost of projects because of the need to rent equipment, along with delays of completing the tasks.	28,000.00	0.00			\$28,000.00	100.00	6.1- Revenue Loss
91	PHASE TWO	PUB WORKS	ONE MAN AERIAL LIFT	Aerial lift to replace current, old one man lift which has spent months waiting on parts, and replacement parts have become obsolete.	15,000.00	934.00	-\$934.00		\$14,066.00	100.00	6.1- Revenue Loss
92	PHASE TWO	PUB WORKS	TWO PORTABLE LIGHT TOWERS	Purchase of 2 new light towers (Department 850 currently possesses 2 light towers. These are used regularly at City Events and at night time to provide for safer work environments. 2 more light towers are needed due to high demand for lighting.)	28,000.00	459.00	-\$459.00		\$27,541.00	100.00	6.1- Revenue Loss
93	PHASE TWO	PUB WORKS	CITY HALL 1ST FLOOR CNSTRN	City Hall 1st Floor Renovation (Lobby, Cashiers', Clerk's Office, Restrooms, Impact windows) - Construction/Maintenance	279,000.00	6,266.34		\$642,088.07	\$921,088.07	29.61	6.1- Revenue Loss
94	PHASE TWO	PUB WORKS	CITY HALL RESTROOM REMODEL (3R	City Hall restroom renovations - 3rd and 4th floor	44,000.00	44,000.00	-\$44,000.00		\$0.00	0.00	
95	PHASE TWO	PUB WORKS	FLEET MANAGEMENT VEHICLES	FY24 Expansion of Clean Team from 4 Part-time to 4 Full-Time employees. Litter pickup and PW Code enforcement FY24 Strategic Plan for Solid Waste will require the purchase of 2 Vehicle Assets.	110,000.00	35,540.04			\$110,000.00	67.69	6.1- Revenue Loss
96	PHASE TWO	PUB WORKS	FACILITIES MANAGEMENT VEHICLES	New truck for the department position CIP Manager as part of revised organizational structure plan	45,000.00	32,972.00			\$45,000.00	173.27	6.1- Revenue Loss
97	PHASE TWO	PUB WORKS	PAVEMENT CONDITION INDEX (PCI)	Assess conditions and prioritize repairs of streets	60,000.00	0.00			\$60,000.00	100.00	6.1- Revenue Loss

98	PHASE TWO	PUB WORKS	OPERATIONS CENTER DRAINAGE IMP	Removal of the two (2) existing catch basins Construction of new drainage system: Demolish 12" thick concrete slab Installation of three (3) new catch basins Installation of 205' of 24" exfiltration trenches 75' connection to existing drainage system within the property.	350,000.00	170,964.25			\$350,000.00	51.15	6.1- Revenue Loss
99	PHASE TWO	PUB WORKS	NE 154 STREET ROADWAY IMPROVEM		0.00	0.00			\$0.00	0.00	
100	PHASE TWO	PUB WORKS	FACILITIES AIR PURIFIERS	This program is to help provide a cleaner and healthier environment in City Facilities, by removing impurities in the air. The AC air is run through UV lights that kill and remove dust and germs as it circulates in the buildings.	102,131.00	355.17	-\$355.17		\$101,775.83	100.00	6.1- Revenue Loss
101	PHASE TWO	PUB WORKS	VACTOR & SWEEPER	This allows for the purchase a new vac truck to provide maintenance required for our infrastructure and will allow the City to address clogged pipes	567,390.00	0.00			\$567,390.00	100.00	6.1- Revenue Loss
102	PHASE TWO	PUB WORKS	ROAD RESURFACING PROJECTS	Mill and resurface on city roadways as needed.	109,000.00	0.00			\$109,000.00	100.00	6.1- Revenue Loss
103	PHASE TWO	PUB WORKS	NE 154 ST ROADWAY IMPROVEMENT	Milling and resurfacing of roadway. The is a joint project with water and sewer as well as storm water construction phases. Background: In conjunction with the water and Stormwater utility upgrades, the roadways resurfacing will improve Ne 154st from west Dixie to 21st Avenue.	410,000.00	248.70	-\$248.70		\$409,751.30	100.00	6.1- Revenue Loss
104	PHASE TWO	PUB WORKS	COUNTY - ILA SIGN REPLACEMENT	This project will support replacement of various signs throughout the city.	10,000.00	433.96	-\$433.96		\$9,566.04	100.00	6.1- Revenue Loss
105	PHASE TWO	POLICE	LICENSE PLATE READER	This program assists North Miami Beach Police Department and residents by using new technology to find out when BOLO (be on look out) vehicles are in North Miami Beach looking to commit a crime. It will also capture suspects information when a crime occurs in North Miami Beach and the individual drives by an LPR capturing the tag.	150,000.00	136,402.81			\$150,000.00	9.07	6.1- Revenue Loss
106	PHASE TWO	POLICE	POLICE VEHICLES	This program will bring the North Miami Beach Police Department fleet up to par with an Officer never having a car older than 5 years old. Be in compliance with Commission for Florida Law Enforcement Accreditation (CFA). This will keep morale up and be used as a recruiting tool as well to attract the best candidates.	644,000.00	150,782.64			\$644,000.00	76.59	6.1- Revenue Loss
107	PHASE TWO	POLICE	BALLISTIC SHIELDS- ROAD PATROL	This program assists North Miami Beach Police Department and residents by responding Officers having the proper equipment to respond to active shooter/gun violence incidents.	385,000.00	22,801.90			\$385,000.00	94.08	6.1- Revenue Loss
108	PHASE TWO	POLICE	ELEVATOR REPLACEMENT -PD LOBBY	This program assists North Miami Beach Department and residents who are handicapped or can't use the stairs to reach the second floor.	150,000.00	0.00			\$150,000.00	100.00	6.1- Revenue Loss
109	PHASE TWO	POLICE	CRIMEVIEW ANALYTICS	This program assists North Miami Beach Police Department Officers and staff to identify trends using the power of artificial intelligence. With the use of that knowledge we will be assign patrols and units to an area of concern.	40,000.00	40,000.00			\$40,000.00	0.00	6.1- Revenue Loss
110	PHASE TWO	POLICE	SHOTSPOTTER RENEWAL AND NEW PU	This program assists North Miami Beach Police Department by identifying and locate active gun fire within 1 square mile. It helps reduce gun violence in the community and builds trust with the residents.	100,000.00	17,500.00	-\$17,500.00		\$82,500.00	100.00	6.1- Revenue Loss
111	PHASE TWO	POLICE	OVERTIME FOR CRIME TREND DETAI	This program assists North Miami Beach residents and businesses to reduce crime in the City and target crime in different zones in the City.	225,000.00	193,035.19	-\$225,000.00		\$0.00	0.00	
112	PHASE TWO	POLICE	POLICE RADIOS	This program assists North Miami Beach Police Department Officers by having updated radios to be able to receive dispatched calls for service.	66,000.00	38,546.45			\$66,000.00	41.60	6.1- Revenue Loss
113	PHASE TWO	POLICE	REPLACE K-9	This program assists North Miami Beach Police Department by replacing a Police Canine (K-9) for patrol, narcotics, article or bomb dog.	18,700.00	18,700.00			\$18,700.00	0.00	6.1- Revenue Loss
114	PHASE TWO	POLICE	SHIPPING CONTAINERS	This program assists North Miami Police Department by keeping the property room up to date with the best equipment and counters to process evidence.	5,500.00	5,500.00	-\$5,500.00		\$0.00	0.00	

115	PHASE TWO	POLICE	OFFICE FURNITURE	This program assists North Miami Beach Police Department by updating desk and tables that were furnished when the building was built.	30,000.00	17,428.55	-\$6,000.00		\$24,000.00	52.38	6.1- Revenue Loss
116	PHASE TWO	POLICE	TRAINING INSTRUCTOR	This program assists North Miami Beach Police Department and residents to continue to have our officers trained to reduce liability and have the best knowledge of skills when responding to calls for service.	14,750.00	3,251.74	-\$3,251.74		\$11,498.26	100.00	6.1- Revenue Loss
117	PHASE TWO	POLICE	BODY ARMOR REPLACEMENT	This program assists North Miami Beach Police Department by officers having the best body armor (vests) to protect themselves from bodily harm.	60,000.00	0.00			\$60,000.00	100.00	6.1- Revenue Loss
118	PHASE TWO	POLICE	TASER REPLACEMENT	This program assists North Miami Beach Police Department by replacing the parts of the taser from wear and tear and/or buying a replacement taser.	54,000.00	8,908.84			\$54,000.00	83.50	6.1- Revenue Loss
119	PHASE TWO	POLICE	NEW BODY CAMERAS	This program assists North Miami Beach Department and residents by having body cameras that can keep the police department and the community transparent.	60,000.00	60,000.00			\$60,000.00	0.00	6.1- Revenue Loss
120	PHASE TWO	POLICE	VESTS, HELMETS, ASP PADS	This program assists North Miami Beach Police Department being able purchase active shooter vests, armored helmets when responding to violent incidents. The ASP pads are for defensive tactics and baton training.	90,000.00	90,000.00			\$90,000.00	0.00	6.1- Revenue Loss
121	PHASE TWO	INFO TECH	PROJECT MANAGEMENT SOFTWARE	Funding is for the implementation of a new project management software for Public Works Department to be able to track CIP projects and other projects more efficiently and be able to capture metrics that can then be used to report the progress to the elected officials and residents/businesses of the City.	85,500.00	17,888.00	-\$17,888.00		\$67,612.00	100.00	6.1- Revenue Loss
122	PHASE TWO	INFO TECH	COMPUTER EQUIP. (NON CAPITAL)	Funding will allow for the purchase of computer equipment such as laptops, desktops, monitors, printers, servers, etc. City-wide to ensure that we continue with our computer cyclical replacement plan. A lot of the equipment being used by our employees is no longer covered by warranty and/or over 5 years old, reducing employee productivity. Also, as part of IT's Strategic Plan new staff will be setup with Laptops to allow for mobility in case of emergencies, etc.	185,000.00	216.33		\$216.33	\$185,216.33	100.12	6.1- Revenue Loss
123	PHASE TWO	INFO TECH	LEGACY SYST. CONVERT TO LASER	Funding will be utilized to engage with a company to convert our legacy system records to a new format that the City can preserve in order to be compliant with State Records Retention Laws, etc. Our current legacy system is no longer supported by a vendor, and the hardware is also not covered by any warranties. Conversion of the data will ensure that the information can still be accessed using Laserfiche.	57,000.00	57,000.00	-\$57,000.00		\$0.00	0.00	
124	PHASE TWO	INFO TECH	BACKUP SOLUTIONS	This is for the purchase of a unified backup system for City and Police Department Server Systems to ensure continuity of operations and protection from unintended file deletions, and/or in the event of cyber attacks, etc.	45,600.00	5,600.00	-\$5,600.00		\$40,000.00	100.00	6.1- Revenue Loss
125	PHASE TWO	INFO TECH	CISCO SWITCHES UPGRADE CITYWID	This project will allow the City to replace our existing aging network infrastructure with new equipment that will allow for better communication between City facilities, enabling city staff to be able to collaborate on their city issued computers and phones. It will also address reliability issues as current equipment is 6+ years old, and starting to fail, causing downtime which affect departments ability to service customers.	57,000.00	0.00			\$57,000.00	100.00	6.1- Revenue Loss

126	PHASE TWO	INFO TECH	REAL TIME CLOSED CAPTIONING	This is for the purchase of an automated closed captioning system in real-time. Currently the City pays for post-event closed captioning due to the high costs of closed captioning live events. Also, the device will allow to close caption not on-line live events, but all events showing on channel 77 and on-line, thus allowing us to be more compliant w/ADA requirements.	34,200.00	0.00			\$34,200.00	100.00	6.1- Revenue Loss
127	PHASE TWO	INFO TECH	CLEAR TOUCH	Funding for this project will allow for the purchase of a new SMART Board for the Library to allow patrons to collaborate during meetings in Library facilities, allow for presentations, etc.	5,700.00	363.26	-\$363.26		\$5,336.74	100.00	6.1- Revenue Loss
128	PHASE TWO	INFO TECH	ELECTRONIC MARQUEE	Funding for this project will allow for the purchase of new outdoor Digital Signage for the Library for them to better be able to advertise and showcase their offerings, programming and events. The equipment will need to be weather proofed to withstand sun, rain, dust, etc.	14,250.00	14,250.00	-\$14,250.00		\$0.00	0.00	
129	PHASE TWO	INFO TECH	MUNIS SYS.BUS. AUTOMATIONS	The City is a Tyler MUNIS client since 8 years ago, however, we are not fully utilizing the system to its full extent. The funding requested is for business process reviews (BPR) to be done to identify areas of improvement and better utilization of the system. After the business process review, funding will allow for the purchase of any additional modules that may be needed and for professional service hours to address the issues and/or improvements identified in the BPRs. Examples of improvements are electronic payment, on-line vendor access, etc.	195,096.00	26,366.00	-\$26,366.00		\$168,730.00	100.00	6.1- Revenue Loss
130	PHASE TWO	UTILITIES	SUBSIDIZE UTILITY INCREASE	To offset cost of utility rate increase for North Miami Beach residents	250,000.00	250,000.00			\$250,000.00	100.00	6.1- Revenue Loss
131	PHASE TWO	UTILITIES	WE CARE TO SHARE	The City of North Miami Beach will offer customers the One-Time Lifetime Credit for hardship-related inability to pay utility bills. The credit usually is one billing cycle's bill. Many customers took advantage of this credit during the COVID crisis due to lost jobs or illness. Granting these credits means the City wrote off the amounts due from the customers resulting in lost revenues. Many customers have been negatively affected by COVID-19, from losing their jobs to contracting the virus themselves, causing them not to pay their utility bills. The City can use some of the ARP allocations to assist both individual households and perhaps multiunit accounts. If approved by ARP, the program will recover those lost revenues.	200,000.00	200,000.00			\$200,000.00	0.00	6.1- Revenue Loss
132	PHASE TWO	CMO	MORTGAGE & RENT ASSISTANCE	The City continues to receive a request for a mortgage and rental assistance during this challenging economic time. We want to assist homeowners that are experiencing difficulties paying their mortgage or rent. This program benefits the residents who reside on North Miami Beach by preventing foreclosures or eviction and keeping both tenants and homeowners in their homes. This type of funding assists individuals who are behind in their payments or have difficulty remaining current. This program will also seek to assist residents who want to buy a home in North Miami Beach, currently have a homestead in North Miami Beach and is not an investor.	255,000.00	34,621.49			\$255,000.00	86.42	6.1- Revenue Loss
133	PHASE TWO	CMO	HOME REHABILITATION	This program will allow approved homeowners to receive funding to replace windows, doors and roofs to make the homes energy efficient and sustainable. Retrofitting these homes with quality resources will allow the windows, doors and, roofs to last longer and allow the home to be more efficient with energy.	690,000.00	167,819.03			\$690,000.00	75.68	6.1- Revenue Loss

134	PHASE TWO	CMO	BUSINESS ASSISTANCE GRANT	This project will assist NMB business by providing relief to support their daily operations	100,000.00	88,000.00	-\$40,000.00		\$60,000.00	20.00	6.1- Revenue Loss
135	PHASE TWO	CMO	WORKFORCE TRAINING & SCHOLARSH	To provide much-needed job training for our residents, the City will partner with local colleges to enroll residents into professional certificate programs. These certifications will allow our residents to secure high-paying jobs and even start their businesses or join an agency to start work right away. The City will provide scholarships/tuition assistance for these job training programs. This project will also allow for an allocation towards scholarships to NMB residents showing financial need to assist with tuition expenses.	125,000.00	125,000.00		\$75,000.00	\$200,000.00	0.00	6.1- Revenue Loss
136	PHASE TWO	CMO	STRATEGIC PLANNING	To cover development of city wide strategic plan to address strengths, weaknesses, opportunities, and threats for a resilient city planning and operations	150,000.00	43,703.00			\$150,000.00	70.87	6.1- Revenue Loss
137	PHASE TWO	CMO	ECONOMIC DEVELOPMENT STUDY AND	Economic development study and initiatives to support economic development efforts city wide	95,000.00	55,000.00			\$95,000.00	42.11	6.1- Revenue Loss
138	PHASE TWO	CMO	DRS ADMIN FEES	Contracted for professional services to review eligibility assessments of SLFRF projects.	36,000.00	0.00	-\$6,000.00		\$30,000.00	100.00	6.1- Revenue Loss
139	PHASE TWO	POLICE	BEAR CAT	Police incident emergency response vehicle to rescue citizens in flooded areas, natural disasters, violent crimes, mass shooting	380,000.00	666.00	-\$666.00		\$379,334.00	100.00	6.1- Revenue Loss
140	PHASE TWO	COMM DEV	SUSTAINABILITY MASTER PLAN	This program assists North Miami Beach in the development of a Green Master Plan for the community, building on sustainability and resiliency efforts through the research, review, and creation of appropriate policies for the City.	150,000.00	150,000.00	-\$1,000.00		\$149,000.00	0.00	6.1- Revenue Loss
141	PHASE TWO	COMM DEV	FEE STRUCTURE ANALYSIS	This program assists North Miami Beach in the update of its fee structure for community development. The fee structure has not been updated in over 10 years.	15,000.00	15,000.00			\$15,000.00	0.00	6.1- Revenue Loss
142	PHASE TWO	COMM DEV	PUBLIC BENEFITS ORDINANCE	This program assists North Miami Beach with the analysis of public benefits to determine best practices for the city to implement.	15,000.00	15,000.00	-\$15,000.00		\$0.00	0.00	
143	PHASE TWO	COMM DEV	151 TOD PLAN-BRIGHTLINE	This program assists North Miami Beach in the creation of a transit oriented development (TOD) district at the planned SMART Plan Northeast Corridor station area. The TOD district will consider land use and other strategies designed to spur additional investment into the City and provide for future expansion of the tax base.	45,000.00	0.00			\$45,000.00	100.00	6.1- Revenue Loss
144	PHASE TWO	COMM DEV	PUBLIC ARTS ORDINANCE	This program assists North Miami Beach in the review and update of its Public Arts Ordinance	10,000.00	10,000.00	-\$10,000.00		\$0.00	0.00	
145	PHASE TWO	COMM DEV	TEMPORARY USE ORDINANCE	This program assists North Miami Beach in the development of a Temporary Use Ordinance that will provide for different land uses on a temporary basis while properties are pending development. This will match practices enacted by NMB's peer cities in guiding local activity and economic development, and have been successfully utilized by programs like "The Wharf" and for the creation of recreational sports venues for local residents.	10,000.00	10,000.00	-\$10,000.00		\$0.00	0.00	
146	PHASE TWO	COMM DEV	COMPREHENSIVE PLAN OVERHAUL	This program assists North Miami Beach in necessary revisions to its Comprehensive Plan. The City's plan is outdated, with inconsistencies throughout piecemeal item updates. This funds the first step, part of the data analysis needed to revise the plan. Importantly, the recently passed SB 1604 also requires a broader planning horizon than what the City is providing; therefore, this project is designed to bring the City into compliance with new state statutory requirements.	30,000.00	30,000.00		\$320,000.00	\$350,000.00	0.00	6.1- Revenue Loss

147	PHASE TWO	COMM DEV	WATER PLAN UPDATE	This program assists North Miami Beach in its mandated update to its water supply plan. Under state statutes, each municipality is required to maintain a 10-year water supply plan as part of its comprehensive plan, this plan is also mandated to be update within 18 months of the adoption of plan updates to the regional plan, which is expected to complete by October 2023. Municipalities failing to meet this state requirement cannot process any other plan update or amendment until the water supply plan is brought into compliance.	25,000.00	25,000.00	-\$25,000.00	\$0.00	0.00		
148	PHASE TWO	COMM DEV	COMMUNITY DEVELOPMENT VEHICLES	This program assists North Miami Beach in the replacement of its aged fleet. These vehicles are needed in order to provide for community code enforcement patrols by existing and new staff, as well as field inspections by Planning staff and by Business Tax Receipt staff.	85,000.00	24,905.00	-\$24,905.00	\$60,095.00	100.00	6.1- Revenue Loss	
149	PHASE TWO	POLICE	TRAFFIC TRAILER	Portable device used to display a driver's real-time speed back to them, aiming to increase awareness of the speed limit and encourage drivers to slow down, particularly in areas with high speeding concerns like school zones or residential neighborhoods	0.00			\$6,000.00	\$6,000.00	0.00	6.1- Revenue Loss
150	PHASE TWO	POLICE	MARINE VESSEL AND MOTOR VEHICLES (MC)	For the purchase of new marine vessel to patrol waterways and purchase of motorcades	0.00			\$280,000.00	\$280,000.00	0.00	6.1- Revenue Loss
151	PHASE TWO	PUB WORKS	165TH STREET PAVING	Repaving of roadway to ensure safety of road by addressing potholes	0.00			\$250,000.00	\$250,000.00	0.00	6.1- Revenue Loss
152	PHASE TWO	PARKS	NEW PARK SIGNS	Replacement of signage in city parks and community centers	0.00			\$25,000.00	\$25,000.00	0.00	6.1- Revenue Loss
153	PHASE TWO	PUB WORKS	INCREASED BEAUTIFICATION- WP, HV	Enhancement of neighborhood ground cleaning and tree trimming efforts in Washington Park & Highland Village	0.00			\$27,335.00	\$27,335.00	0.00	6.1- Revenue Loss
154	PHASE TWO	CMO	FAÇADE GRANT	To assist residents with home beautification improvements that may be associated with violations or liens on their property	0.00			\$100,000.00	\$100,000.00	0.00	6.1- Revenue Loss
155	PHASE TWO	PARKS	PUBLIC ART IN PARKS	Implementation and enhancement of art and park features	0.00			\$75,000.00	\$75,000.00	0.00	6.1- Revenue Loss
156	PHASE TWO	CMO	ECONOMIC DEVELOPMENT PROGRAMMING	Activation of workforce training program for residents	0.00			\$15,000.00	\$15,000.00	0.00	6.1- Revenue Loss
				TOTAL:	\$21,557,242.00		-\$2,419,957.98	\$2,419,957.98	\$21,557,242.00		



**City Manager's Report
16.8.**

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:	
VIA:	
DATE:	February 18, 2025

RE: Comprehensive Plan Process & Update

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY

IMPACT:

ATTACHMENTS:

Description

- Comp Plan_Memo to CM
- EAR Letter to State of Florida_Comp Plan
- Presentation_Comp Plan



City of North Miami Beach, Florida

Community Development Department

TO: Mario Diaz, City Manager
FROM: Zafar Ahmed, Community Development Director
CC: Andrew Plotkin, Assistant City Manager
DATE: THURSDAY, JANUARY 16, 2025

SUBJECT: **Comprehensive Plan Update**

Background The State of Florida mandates that all counties and municipalities adopt and maintain a comprehensive plan under Chapter 163 of the Florida Statutes. These plans must be evaluated every seven years through an Evaluation and Appraisal Report (EAR) process. The City of North Miami Beach's EAR is scheduled for 2025.

The EAR Process Overview is as follows:

1. Evaluation Stage

- Review the existing Comprehensive Plan against updates to Florida Statutes, State Agency requirements, and applicable regional plans.
- Prepare and submit a brief EAR letter to the Florida Department of Commerce, Division of Community Planning, by April 1, 2025.
- The EAR letter will be reviewed by the Planning and Zoning Board (PZB) and City Commission before transmittal.

2. Amendment Stage

- Draft updates to the Comprehensive Plan based on EAR findings.
- Amendments must be adopted within one year of the State's receipt of the EAR letter, with penalties for non-compliance including holds on plan amendments and potential grant suspension.

Comprehensive Plan Update Framework

1. Visioning and Public Engagement

- Conduct interactive public workshops (charrettes) to identify key issues, propose solutions, and build community consensus.
- Focus on creating a mosaic vision for the City's diverse neighborhoods and business areas.
- Deliver a vision report summarizing public input and guiding policy updates.

2. Technical Revision and Updating

- Integrate findings from the EAR letter, public engagement, and other City plans (e.g., Strategic Plan, Vulnerability Assessment, Transit-Oriented Development Master Plan).
- Collaborate with City departments and regional agencies to ensure alignment with organizational and operational goals.
- Simultaneously address technical revisions during the public engagement phase and beyond.

3. Public Hearing and Adoption

- Conduct public hearings with the PZB and City Commission.
- Submit the draft Comprehensive Plan Amendments to the State by April 1, 2026, for review.
- Address feedback from the State's Objections, Recommendations, and Comments (ORC) letter.
- Final adoption involves public hearings and transmittal to the State, with a subsequent 60-day challenge period before the plan becomes effective.

Anticipated Outcomes:

The Updated Comprehensive Plan will:

- Reflect statutory and regulatory changes.
- Enhance sustainability, resilience, and transportation integration.
- Align with regional development and economic growth priorities.
- Address public safety and infrastructure needs.

By following this comprehensive approach, the City of North Miami Beach will ensure its Comprehensive Plan remains a forward-looking and effective tool for guiding growth and development.



City of North Miami Beach, Florida

Community Development Department

Florida Department of Commerce
Division of Community Planning

ATTN: James D. Stansbury, Chief,
107 East Madison Street, Caldwell Building, MSC 160
Tallahassee, FL 32399

Re: Evaluation and Appraisal Notification Letter

James D. Stansbury,

The City of North Miami Beach has evaluated its comprehensive plan in accordance with Section 163.3191, Florida Statutes, and determined that amendments are necessary to reflect changes in State Statutes, agency requirements, and applicable regional plans. This determination is based on the successes and challenges faced by the community over the past several years during the implementation of the mixed-use Future Land Use Categories. The work on these amendments will kick off in the first quarter of 2025. Together with an urban planning consultant, residents, the business community, and local officials will participate in an intensive public engagement charrette process to help shape a new vision for the city. This participatory process will form the foundation for the proposed amendments to the Comprehensive Plan.

Summary of Evaluation Findings

A comprehensive review of the City's existing Comprehensive Plan has been conducted, comparing it against:

1. Updates to Florida Statutes since the last City of North Miami Beach Comprehensive Plan update in 2023 to address the Property Right Element requirement. See Attachment "Legislative Change Analysis 2021 through 2024"
2. State Agency Requirements, including but not limited to Florida Department of Transportation (FDOT), Department of Environmental Protection (DEP), and South Florida Water Management District (SFWMD).
3. Applicable Regional Plans, including Miami-Dade County's Comprehensive Development Master Plan, the Strategic Regional Policy Plan, and regional transportation and water supply plans.

Anticipated Amendments

The city anticipates amendments to various elements including data and analysis of the Comprehensive Plan to incorporate:

1. Updates for Statutory Compliance

- Align the Comprehensive Plan with statutory changes regarding affordable housing, flood risk management, and property rights as required under Chapter 163, F.S.
- Integrate updates on greenhouse gas reduction strategies and resilience measures, in compliance with recent State-mandated initiatives.

2. Sustainability and Resilience

- Incorporate findings from the City's Vulnerability Assessment, ensuring policies address flood risk, sea level rise, stormwater management, and climate resilience.
- Align policies with the other applicable State, Regional, and City plans and policies to ensure resource efficiency and environmental protection.

3. Transportation and Land Use Integration

- Include recommendations from other applicable State, Regional, and City plans and policies to encourage mixed-use development around transit hubs.
- Update land use policies to promote multi-modal transportation and improve connectivity, consistent with regional transportation goals.

4. Growth and Economic Development Vision

- Amend the Future Land Use and other applicable elements to reflect outcomes from the public visioning process, ensuring alignment with community priorities identified through charrettes.
- Incorporate Economic Development strategies to reflect evolving market trends and opportunities for sustainable economic growth.
- Incorporate policies to support workforce and affordable housing initiatives in line with regional needs.

5. Public Safety and Infrastructure

- Update transportation policies to align best practices for roadway safety including but not limited to FDOT Context Classification System and FDOT Vision Zero policy priorities.

First drafts of each of these elements will be completed and initially reviewed and commented on by the City Planning and Zoning Board, the Local Planning Agency pursuant to Section 163.3174, Florida Statutes and City Commission. Further development of these elements and the remaining elements to ensure internal consistency and consistency with all applicable Florida Statutes will occur over the coming year.

Pursuant to Chapter 73C-49, F.A.C., the City hereby provides notice of its intent to amend its Comprehensive Plan as recommended and acknowledges that transmittal of said amendments to the state land planning agency must occur within one year of this determination.

The City of North Miami Beach looks forward to working with the Division on the Evaluation and Appraisal related amendments over the coming year. If you have any questions or comments on this letter, please feel free to contact me at (305) 948-2966.

Sincerely,

Zafar Ahmed
Director
Community Development Department
City of North Miami Beach

Attachment 1: Legislative Change Analysis 2021 through 2024

City Comprehensive Plan

Evaluation and Appraisal Report – 2025

Planning and Zoning Board
Community Development Department
February 10, 2025

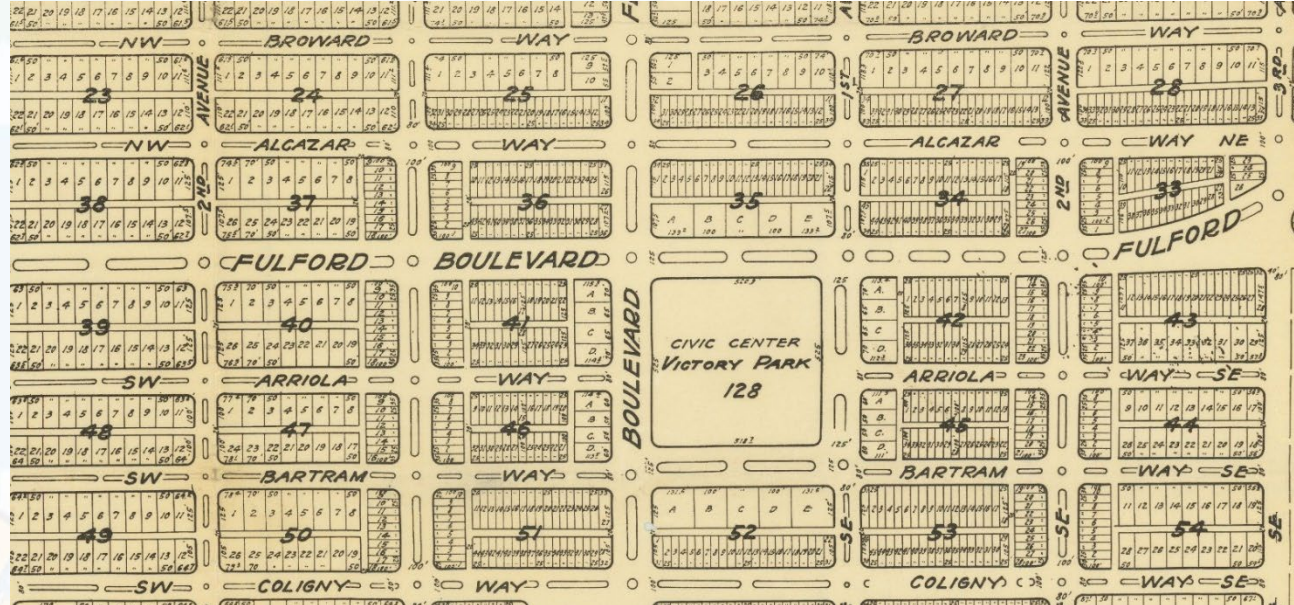


Image: Partial Plat Map for Fulford by the Sea, from www.raremaps.com

Comprehensive Plan

What is it?

Long-range plan that sets out the path to achieve the City's vision

- Identifies challenges and opportunities
- Defines the City's character and identity
- Gives direction to development and sustainable growth
- Establishes Goals, Objectives, and Policies
- Allows for consistency in decision making

City of North Miami Beach
Comprehensive Plan
Volume I: Goals, Objectives, and Policies



As Adopted by City Council

Updated to Ordinance No. 2022-09, adopted April 18, 2023

Image: City of North Miami Beach
Comprehensive Plan Cover

Comprehensive Plan Elements

10 Elements

Each Element contains:

- Goals
- Objectives
- Policies

Each Element should be accompanied by:

- Maps
- Data and analysis

- **Future Land Use**
- **Transportation**
- **Housing**
- **Infrastructure**
- **Coastal Management**
- **Conservation**
- **Recreation and Open Space**
- **Intergovernmental Coordination**
- **Capital Improvements**
- **Public Education Facilities**
- **Property Rights**

Evaluation and Appraisal Report (EAR)

Due to State: April 1, 2025

- Report plan progress to State
- Inform State of necessary or anticipated changes
- Proposed amendments due to State within 1 year of EAR



Image: Fulford by the Sea Fountain 1925, Staff photo 2025

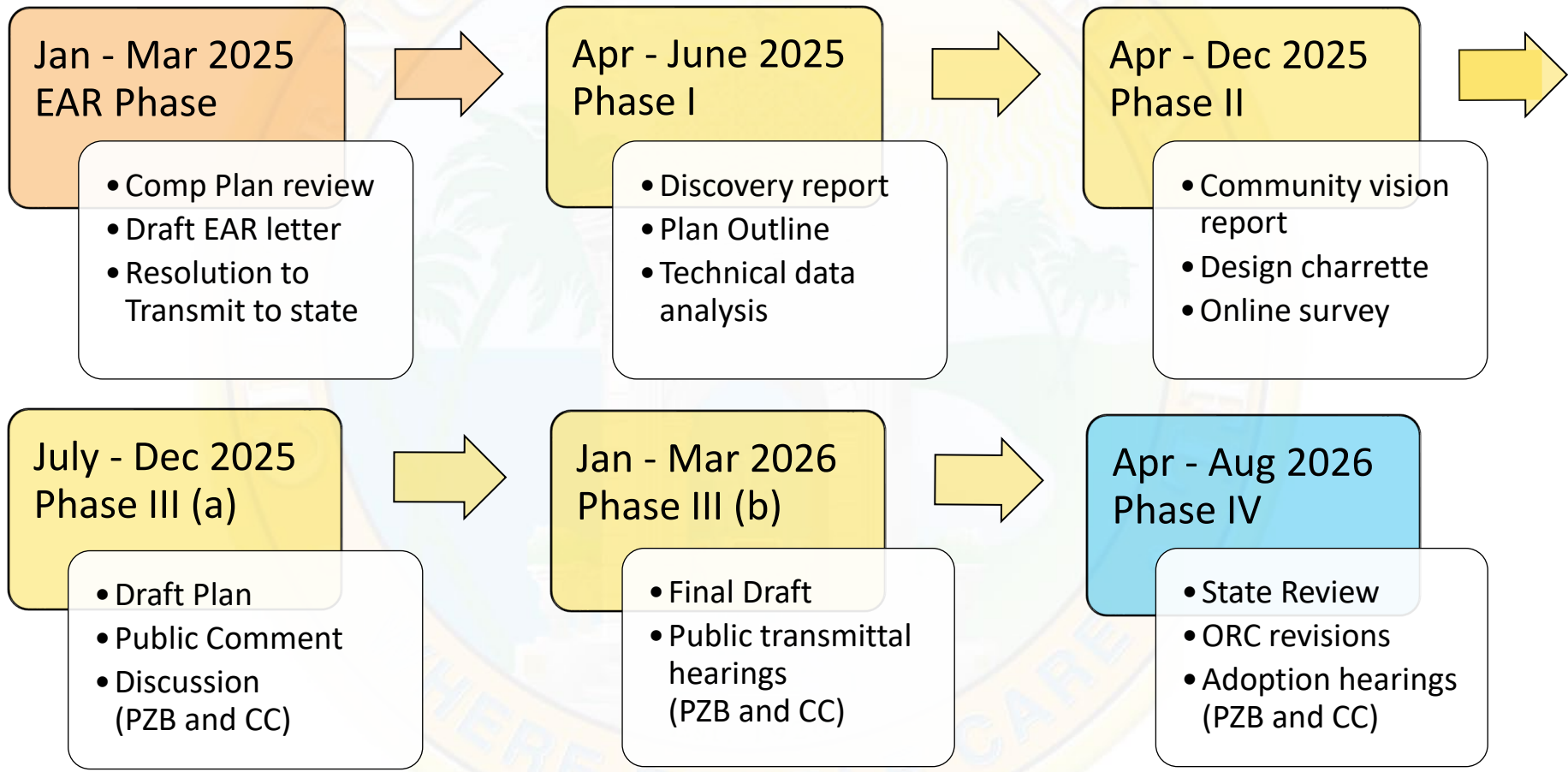
Evaluation and Appraisal Report Findings

Legislative Change Analysis 2021 through 2024

YEAR	Requirement	Satisfied by current Comprehensive Plan
2021	Property Rights Element	Yes Adopted in 2023
2023	10-year and 20-year data/analysis	No
2023	Septic to sewer feasibility study with 10-year plan horizon	No*

*This requirement will be met with a Comprehensive Plan Amendment to the Infrastructure Element in Spring of 2025.

Comprehensive Plan Update: Project Timeline



State Process: Transmittal to Effective Date

Transmittal Public Hearings

City send the updated Plan to State for review

10 Days

State and Agency Review

State review and provide Objections, Recommendations and Comments (ORC) Report

60 Days

Revision

Complete any revisions necessary to address State ORC Report findings

Adoption Public Hearings

City adopt revised Plan

180 Days

State Issues Notice of Intent

Adopted Plan becomes effective

45 Days

Evaluation and Appraisal Report

Questions

**Planning and Zoning Board
Community Development Department
February 10, 2025**



Image: D.S. Campbell Residence c1925, Daniel Stewart Campbell was Mayor of North Miami Beach from 1928 to 1932, staff photo 2025